Carolyn G. Goodman, Mayor (At-Large)
Lois Tarkanian, Mayor Pro Tem (Ward 1)
Vacant (Ward 2)
Bob Coffin (Ward 3)
Stavros S. Anthony (Ward 4)
Cedric Crear (Ward 5)
Michele Fiore (Ward 6)

City Manager Scott Adams
City Attorney Bradford R. Jerbic
City Clerk LuAnn D. Holmes

City Council Agenda

Council Chambers · 495 South Main Street · Phone 702-229-6011
City of Las Vegas Internet Address: www.lasvegasnevada.gov

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.

May 1, 2019
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

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 and Cox Communications can view this program in High Definition on Channel 1002. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The Council Meeting, as well as all other KCLV programming, can be viewed on the internet at www.kclv.tv/live. 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 Regarding: Compliance with Open Meeting Law
3. Invocation - Reverend Charlotte Parker, Community Spiritual Center
4. Pledge of Allegiance

5. Oath of Office Administered to Elected Official - Mayor

6. Recognition of the Citizen of the Month

7. Recognition of the Values Team

BUSINESS ITEMS - 9 A.M. SESSION

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 A.M. Session

9. For Possible Action - Any items from the 9 A.M. 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.

10. For possible action to approve the Final Minutes by reference of the March 6 and 20, 2019 Regular City Council Meetings

11. Discussion for possible action regarding annual review of City Manager Scott D. Adams

12. Discussion for possible action regarding annual review of City Attorney Bradford R. Jerbic

13. Discussion for possible action regarding annual review of City Auditor Radford K. Snelding (NOTE: To be trailed to follow the Closed Session)

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.

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

14. RECONSIDER - R-11-2019 - ABEYANCE ITEM - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and The LaJolla Development Group LLC (Owner) located at 1924 Fremont Street (APN 139-35-803-004), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area 1 Ward 3 (Coffin) [NOTE: This item is related to RDA Item 5 (RA-2-2019)]

FINANCE - PURCHASING AND CONTRACTS - CONSENT

15. For possible action to approve award of Contract No. 190266-SK, Blanket Services Contract for Land Surveying Services - Department of Public Works - Award recommended to: WALLACE MORRIS KLINE SURVEYING, LLC. (Not-to-Exceed $150,000 Annually - Various Funds) - All Wards

16. For possible action to approve award of Contract No. 190267-SK, Blanket Services Contract for Land Surveying Services - Department of Public Works - Award recommended to: STANLEY CONSULTANTS, INC. (Not-to-Exceed $150,000 Annually - Various Funds) - All Wards

17. For possible action to approve award of Contract No. 190254-JL, ESA 2019 Wastewater Master Plan Update - Department of Public Works - Award recommended to: STANTEC CONSULTING SERVICES, INC. ($1,181,318 - Sanitation Operations and Maintenance Fund) - All Wards

18. For possible action to approve award of Contract No. 190276-JH, Prime Design Services Contract for Ogden Avenue - Main Street to Las Vegas Boulevard - Department of Public Works - Award recommended to: ATKINS NORTH AMERICA, INC. ($802,675 - Road and Flood Capital Projects Fund) - Ward 5 (Crear)

19. For possible action to approve award of Contract No. 190275-JH, Prime Design Services Contract for Alexander Road Overpass at US 95 located on Alexander Road from Tenaya Way to Rancho Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP ($842,244.80 - Road and Flood Capital Projects Fund) - Ward 4 (Anthony)

PLANNING - BUSINESS LICENSING - CONSENT

20. For possible action to approve a Retail Marijuana Store License for CHEYENNE MEDICAL, LLC dba THRIVE CANNABIS MARKETPLACE at 3500 West Sahara Avenue - Ward 1 (Tarkanian)

21. For possible action to approve a Marijuana Distributor License for INTEGRAL CULTIVATION, LLC dba DESERT GROWN FARMS at 5425 Polaris Avenue - Clark County

22. For possible action to approve a Marijuana Distributor License for CIRCLE S FARMS, LLC dba CIRCLE S FARMS, LLC at 11115 Apex Ruby Court - North Las Vegas

23. For possible action to approve a Marijuana Production Establishment License (Medical/Recreational) for PREMIUM PRODUCE, LLC dba PREMIUM PRODUCE, LLC at 6655 Schuster Street - Clark County

24. For possible action to approve a Marijuana Cultivation Establishment License (Medical/Recreational) for PREMIUM PRODUCE, LLC dba PREMIUM PRODUCE, LLC at 6655 Schuster Street - Clark County

25. For possible action to approve a Marijuana Production Establishment License (Medical/Recreational) for LIVFREE WELLNESS, LLC dba LIVFREE WELLNESS, LLC at 3900 Ponderosa Way - Clark County

26. For possible action to approve a Temporary Tavern-Limited License for a Change of Ownership FROM: DTM ON FREMONT, LLC TO: DTM ON FREMONT, LLC dba DONT TELL MAMA at 450 Fremont Street, Suite #167 - Ward 5 (Crear)

27. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S,LLC TO: ALBERTSON'S,LLC dba ALBERTSON'S #212 at 8350 West Cheyenne Avenue - Ward 4 (Anthony)

28. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #4011 at 1650 North Buffalo Drive - Ward 1 (Tarkanian)

29. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #45 at 1760 East Charleston Boulevard - Ward 3 (Coffin)

30. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #460 at 11720 West Charleston Boulevard - Ward 2 (Vacant)

31. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #4009 at 8410 Farm Road - Ward 6 (Fiore)

32. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #3333 at 1940 Village Center Circle - Ward 2 (Vacant)

33. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #3016 at 10250 West Charleston Boulevard - Ward 2 (Vacant)

34. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #90 at 7075 West Ann Road - Ward 4 (Anthony)

35. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #61 at 4850 West Craig Road - Ward 4 (Anthony)

36. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #46 1001 South Rainbow Boulevard - Ward 1 (Tarkanian)

37. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #13 at 2550 South Fort Apache Road - Ward 2 (Vacant)

38. For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #118 at 7151 West Craig Road - Ward 4 (Anthony)

39. For possible action to approve a Temporary Restaurant with Alcohol License for a Change of Ownership FROM: CARRABBA'S ITALIAN GRILL, LLC TO: ITALIAN RESTAURANT GROUP, LLC dba CARRABBA'S ITALIAN GRILL at 8771 West Charleston Boulevard - Ward 2 (Vacant)

40. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License H & F COFFEE, INC. dba BREAKFAST BAR at 3250 North Tenaya Way, Suite #110 [Francisco Alberto Garcia-Moctezoma, President, Secretary, Treasurer, Director, Shareholder] - Ward 4 (Anthony)

PUBLIC WORKS - CONSENT

41. For possible action to approve staff to negotiate, purchase real property and relocate existing businesses/tenants for the Las Vegas Boulevard Improvements - Stewart Avenue to Washington Avenue project, multiple APNs ($12,950,000 - Road and Flood Capital Project Fund [CPF]) - Ward 5 (Crear)

42. For possible action to approve Second Supplemental Interlocal Contract LAS24K17 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date for the construction of the Gowan North - Buffalo Branch, Lone Mountain to Washburn Road project - Ward 4 (Anthony)

43. For possible action to approve Sixth Supplemental Interlocal Contract LAS14D14 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding for the construction of the Freeway Channel Washington, MLK to Rancho Drive project by $100,000 from $11,455,343 to $11,555,343 (Road and Flood Capital Project Fund [CPF]) - Ward 5 (Crear)

44. For possible action to approve First Supplemental Interlocal Contract LAS16Q18 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding for the construction of the Rancho Road System - Elkhorn, Grand Canyon to Hualapai project by $60,000 from $5,125,760 to $5,185,760 (Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

45. For possible action to approve the installation of speed humps on Elton Avenue between Torrey Pines Drive and Jones Boulevard (Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

46. For possible action to approve staff to negotiate, purchase and transfer interests in parcels of land for the Fiscal Year 18-19 Traffic Signal and Intelligent Transportation System (FY 18-19 Traffic Signal and ITS Project), multiple APNs ($140,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Tarkanian), Ward 6 (Fiore)

47. For possible action to approve Facilities Extension Agreement W.R. 3534178 between the City of Las Vegas and Southwest Gas Corporation to cover the fees associated with the installation of gas facilities along portions of Carson Avenue and Promenade Place for the Symphony Park - Promenade Place and Carson Avenue offsite improvement project ($112,214 - Redevelopment Agency Special Revenue Fund [SRF]) - Ward 5 (Crear)

RESOLUTIONS - CONSENT

48. R-15-2019 - For possible action to approve a Resolution amending the Schedule 25-II to delete the 35 mph Speed Limit Zone on Washburn Road from Cimarron Road to Tenaya Way - Ward 4 (Anthony)

49. R-16-2019 - For possible action to approve a Resolution to authorize the issuance of refunding bonds by the City of Las Vegas, Nevada (City) and authorize the Chief Financial Officer to arrange for the sale of bonds for the purpose of defraying wholly or in part the cost of refunding outstanding obligations of the City in an amount not to exceed $26,000,000 - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

50. Report by Robert Summerfield, Planning Director, and discussion for possible action on the City of Las Vegas 2050 Master Plan - All Wards

51. Discussion for possible action regarding a Purchase Sales Agreement between City Parkway V, Inc. (CPV) and Peto Family Trust to purchase two parcels located at 527 South Main Street and 2 East Bonneville Avenue ($919,000 - City Parkway Fund) - Ward 3 (Coffin)

CITY ATTORNEY - DISCUSSION

52. Discussion for possible action regarding an Employment Agreement for City Manager Scott D. Adams (Fiscal Impact to be Determined - General Fund)

PLANNING - BUSINESS LICENSING - DISCUSSION

53. ABEYANCE ITEM - Discussion for possible action regarding the approval of a Tavern License for a Change of Ownership FROM: HRE HOLDINGS, LLC TO: FAT TUESDAY-NEONOPOLIS, LLC dba FAT TUESDAY at 450 Fremont Street, Suite #101 - Ward 5 (Crear)

BOARDS AND COMMISSIONS - DISCUSSION

54. Discussion for possible action regarding the appointment of nominee Amanda Moss to the Building and Safety Enterprise Fund Advisory Committee

55. Discussion for possible action regarding the appointment of nominee Carlito Reyos to the Civil Service Board of Trustees

56. Discussion for possible action regarding the appointments of Councilmen Stavros Anthony and Cedric Crear to the Local Law Enforcement Advisory Committee

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

57. Bill No. 2018-61 - ABEYANCE ITEM - For possible action - Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations. Sponsored by: Councilman Bob Coffin

58. Bill No. 2019-7 - ABEYANCE ITEM - For possible action - Amends LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet. Sponsored by: Councilwoman Michele Fiore

59. Bill No. 2019-12 - For possible action - Amends the Town Center Development Standards Manual to allow the use “Marijuana Dispensary” in specified land use districts by means of special use permit, and adopts clarifying language regarding the waivability of certain special use permit requirements. Sponsored by: Councilwoman Michele Fiore

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.

60. Bill No. 2019-13 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2020); providing for the payment of the costs and expenses of maintaining street beautification improvements; assessing the cost of maintenance against the assessable lots, tracts, and parcels of land benefited by said maintenance. Proposed by: Mike Janssen, Director of Public Works

61. Bill No. 2019-14 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2020 (Las Vegas Boulevard to 8th Street); providing for the payment of the costs and expenses of a Neighborhood Improvement Project, assessing the cost of the project against the assessable lots, tracts, and parcels of land benefited by said improvements. Proposed by: Mike Janssen, Director of Public Works - Ward 3 (Coffin)

CLOSED SESSION

62. Closed Session - Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the City Auditor's Annual Performance Review

NOT TO BE HEARD BEFORE 11 A.M. - 63 THROUGH 82

BUSINESS ITEMS - 11 A.M. Session

63. Any items from the 11 A.M. 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 the requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and Building and Fire regulations. Their comments and/or requirements have been incorporated into the action.

PLANNING - ONE MOTION/ONE VOTE

The following are items that may be considered in one motion/one vote. They are considered to routine non-public and public hearing items. All public hearing and non-public hearing items will be opened at one time. Any person representing an application or a member of the public or a member of the City Council not in agreement with the conditions and all standard conditions for the application recommended by staff, should request to have that item removed from this part of the agenda.

64. EOT-75809 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - NONPUBLIC HEARING - APPLICANT/OWNER: 1215 S. LAS VEGAS BLVD, LLC, ET AL - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-68404) FOR A PROPOSED 15-STORY MIXED-USE DEVELOPMENT CONSISTING OF 370 RESIDENTIAL UNITS AND 16,060 SQUARE FEET OF RETAIL SPACE on 3.63 acres at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo (APNs

162-03-112-022, 028, 029 and 033), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

PLANNING - DISCUSSION

65. GPA-75230 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: FF SERIES HOLDINGS, LLC - OWNER: FF SERIES HOLDINGS, LLC AND MABUHAY COML INVEST 4, LLC - For possible action on a request for a General Plan Amendment FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 3.20 acres at the northeast and southeast corners of Bilpar Road and Tenaya Way (APNs 125-22-804-001 and 125-22-801-011), Ward 6 (Fiore) [PRJ-75178]. The Planning Commission failed to obtain a super majority vote which is tantamount to a recommendation of DENIAL. Staff recommends APPROVAL.

66. ZON-75231 - ABEYANCE ITEM - REZONING RELATED TO GPA-75230 - PUBLIC HEARING - APPLICANT: FF SERIES HOLDINGS, LLC - OWNER: FF SERIES HOLDINGS, LLC AND MABUHAY COML INVEST 4, LLC - For possible action on a request for a Rezoning FROM: O (OFFICE) TO: C-1 (LIMITED COMMERCIAL) on 3.20 acres at the northeast and southeast corner of Bilpar Road and Tenaya Way (APNs 125-22-804-001 and 125-22-801-011), Ward 6 (Fiore) [PRJ-75178]. The Planning Commission (4-0 vote) and Staff recommend APPROVAL.

67. SDR-75238 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-75230 AND ZON-75231 - PUBLIC HEARING - APPLICANT: FF SERIES HOLDINGS, LLC - OWNER: MABUHAY COML INVEST 4, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 7,350 SQUARE-FOOT COMMERCIAL BUILDING WITH DRIVE THROUGH on 1.21 acres at the southeast corner of Bilpar Road and Tenaya Way (APN 125-22-804-001), O (Office) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 6 (Fiore) [PRJ-75178]. The Planning Commission (4-0 vote) and Staff recommend APPROVAL.

68. SUP-75033 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

69. SUP-75204 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: MONET MONI MANSANO, ET AL - For possible action on a request for a Special Use Permit FOR A PROPOSED 18-UNIT HOTEL, MOTEL OR HOTEL SUITES USE on 0.53 acres at 846 East Sahara Avenue (APN 162-03-801-107), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-75054]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

70. SUP-75313 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HAVE A HEART LAS VEGAS, LLC - OWNER: TWISTED WILLOW INVESTMENTS, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 20,225 SQUARE-FOOT MARIJUANA DISPENSARY USE at 2401 West Bonanza Road, Suite B to Q (APN 139-29-813-005), C-2 (General Commercial) Zone, Ward 5 (Crear) [PRJ-75151]. The Planning Commission (3-2-1 vote) recommends DENIAL. Staff recommends APPROVAL.

71. GPA-75219 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a General Plan Amendment FROM: RNP (RURAL NEIGHBORHOOD PRESERVATION) TO: L (LOW DENSITY RESIDENTIAL) on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), Ward 6 (Fiore) [PRJ-75024]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL. NOTE: THE REQUEST WAS AMENDED AT PLANNING COMMISSION FROM: RNP (RURAL NEIGHBORHOOD PRESERVATION) TO: R (RURAL)

72. ZON-75220 - REZONING RELATED TO GPA-75219 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), Ward 6 (Fiore) [PRJ-75024]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

73. VAR-75221 - VARIANCE RELATED TO GPA-75219 AND ZON-75220 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Variance TO ALLOW A 43-FOOT WIDE PRIVATE STREET WITHOUT A GATE, SIDEWALK ON ONE SIDE WHERE A 47-FOOT WIDE STREET WITH SIDEWALK ON BOTH SIDES IS REQUIRED, AND A

CONNECTIVITY RATIO OF 1.0 WHERE 1.30 IS REQUIRED on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), R-E (Residence Estates) Zone [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Fiore) [PRJ-75024]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

74. VAC-75222 - VACATION RELATED TO GPA-75219, ZON-75220 AND VAR-75221 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Petition to Vacate U.S. Government Patent Easements generally located at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), Ward 6 (Fiore) [PRJ-75024]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

75. TMP-75223 - TENTATIVE MAP RELATED TO GPA-75219, ZON-75220, VAR-75221 AND VAC-75222 - CENTENNIAL JENSEN 5 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Tentative Map FOR AN 18-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION WITH WAIVERS TO ALLOW NO INTERIOR OR EXTERIOR STREETLIGHTS WHERE SUCH IS REQUIRED, DEFERRAL OF OFFSITE IMPROVEMENTS ON REGENA AVENUE AND JENSEN STREET AND A 184-FOOT EXTERNAL INTERSECTION OFFSET WHERE 220 FEET IS REQUIRED on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), R-E (Residence Estates) Zone [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Fiore) [PRJ-75024]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

76. WVR-75946 - WAIVER - PUBLIC HEARING - APPLICANT: BRECKENRIDGE GROUP LAS VEGAS NEVADA, LLC - OWNER: CITY PARKWAY V, INC. - For possible action on a request for a Waiver of the SYMPHONY PARK DISTRICT DESIGN STANDARDS on 4.2 acres at the northeast corner of Symphony Park Avenue and City Parkway (APN 139-34-110-012), PD (Planned Development) Zone, Ward 5 (Crear) [PRJ-75929]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

77. SUP-75722 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CWNEVADA - OWNER: L CHAIM 24 FREMONT PROPERTIES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 3,600 SQUARE-FOOT MARIJUANA DISPENSARY USE in a portion of 2424 South Las Vegas Boulevard (APN 162-04-812-002), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75666]. The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

78. ROC-76058 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: ALON ELIAS - For possible action on a request for a Review of Condition of an approved Variance (VAR-74068) TO REMOVE CONDITION NUMBER 1, WHICH STATES, "ALL UNPERMITTED CONSTRUCTION MUST OBTAIN A BUILDING PERMIT OR BE REMOVED WITHIN 60 DAYS OF THIS APPROVAL. THE APPLICANT SHALL HAVE 30 DAYS TO HAVE A FINAL INSPECTION APPROVED FOLLOWING THE ISSUANCE OF THE BUILDING PERMIT, UNLESS EXTENDED BY THE BUILDING OFFICIAL" on 0.19 acres at 4000 San Joaquin Avenue (APN 162-07-515-005), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75630]. Staff recommends DENIAL.

79. RQR-74666 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: NORTH LAMB QALICB, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-64430) FOR A PUBLIC OR PRIVATE SCHOOL, PRIMARY USE at 900 North Lamb Boulevard (APN 140-30-601-016), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-75795]. Staff recommends APPROVAL.

SET DATE

80. 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

81. 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

82. 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

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Reverend Charlotte Parker, Community Spiritual Center

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
5

DEPARTMENT: City Clerk **Ceremonial**
DIRECTOR: LuAnn Holmes

SUBJECT:
Oath of Office Administered to Elected Official - Mayor

AGENDA SUMMARY PAGE

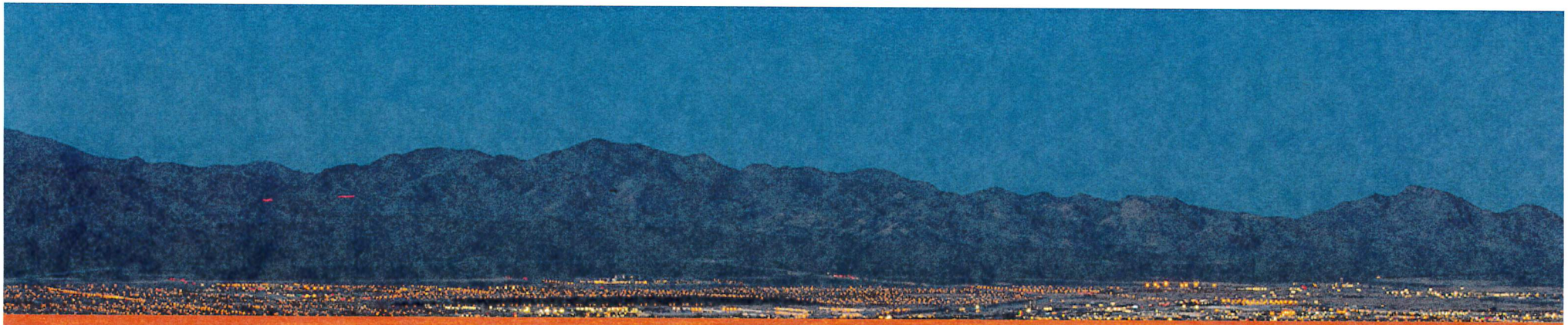
City Council
Meeting of: May 1, 2019

Agenda Item No.:
6

DEPARTMENT: Communications **Ceremonial**
DIRECTOR: David Riggleman

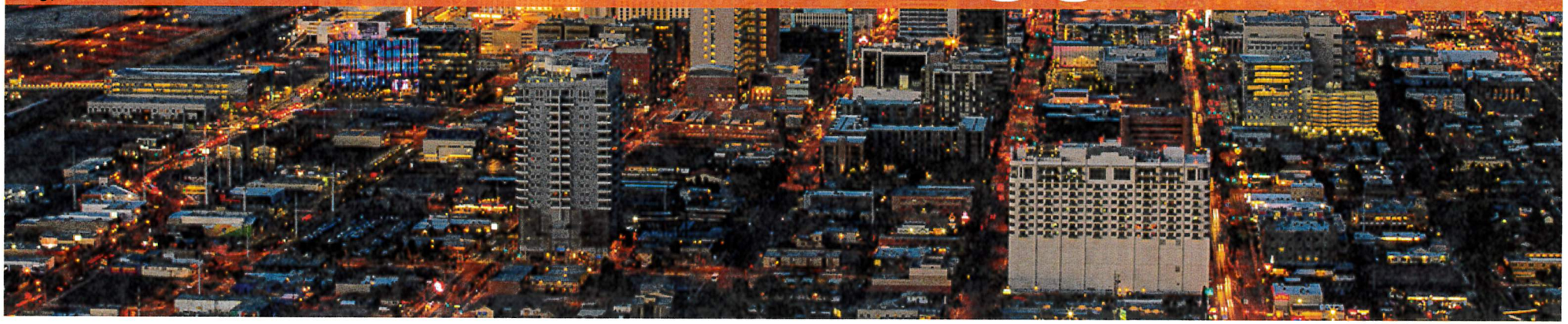
SUBJECT:
Recognition of the Citizen of the Month

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copies of the Citizen of the Month Announcement and Citizen of the Month Certificate for Verlia Hoggard



Citizen of the Month | May 2019

Verlia Hoggard



City of Las Vegas

Citizen of the Month

Presented to

Verlia Hoggard

On the 1st of May 2019

CITY OF LAS VEGAS NEVADA

Carolyn Goodman
Mayor Carolyn G. Goodman

Lois Tarkanian
Mayor Pro Tem Lois Tarkanian

Councilman Stavros S. Anthony

Bob Coffin
Councilman Bob Coffin

Councilwoman Michele Fiore

Councilman Cedric Crear

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
7

DEPARTMENT: Communications **Ceremonial**
DIRECTOR: David Riggleman

SUBJECT:
Recognition of the Values Team

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
8

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For Possible Action - Any items from the 9 A.M. 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.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
10

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the March 6 and 20, 2019 Regular City Council Meetings

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
11

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
Discussion for possible action regarding annual review of City Manager Scott D. Adams

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Yearly performance review of the City Manager Scott D. Adams

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
1. Notice of Meeting - Annual Performance Review, Scott D. Adams
2. Submitted at Meeting – PowerPoint Presentation

LAS VEGAS CITY COUNCIL
CAROLYN G. GOODMAN
Mayor
LOIS TARKANIAN
Mayor Pro Tem
STAVROS S. ANTHONY
BOB COFFIN
MICHELE FIORE
CEDRIC CREAR
WARD 2 VACANT

SCOTT D. ADAMS
City Manager

OFFICE OF THE
CITY CLERK
LUANN HOLMES
CITY CLERK

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
702.382.4803 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

April 9, 2019

Mr. Scott Adams
City Manager
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Manager's Annual Performance Review

Dear Mr. Adams:

In connection with your performance evaluation, and under the requirements of NRS 241.031, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, May 1, 2019. The meeting will begin at 9 am at the City Council Chambers, 495 South Main Street in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may consider the following general topics: Your performance as City Manager, your job description, your job duties, and matters properly related thereto. You are invited to attend the session, have an attorney or other representative of your choosing present, present written evidence, and provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

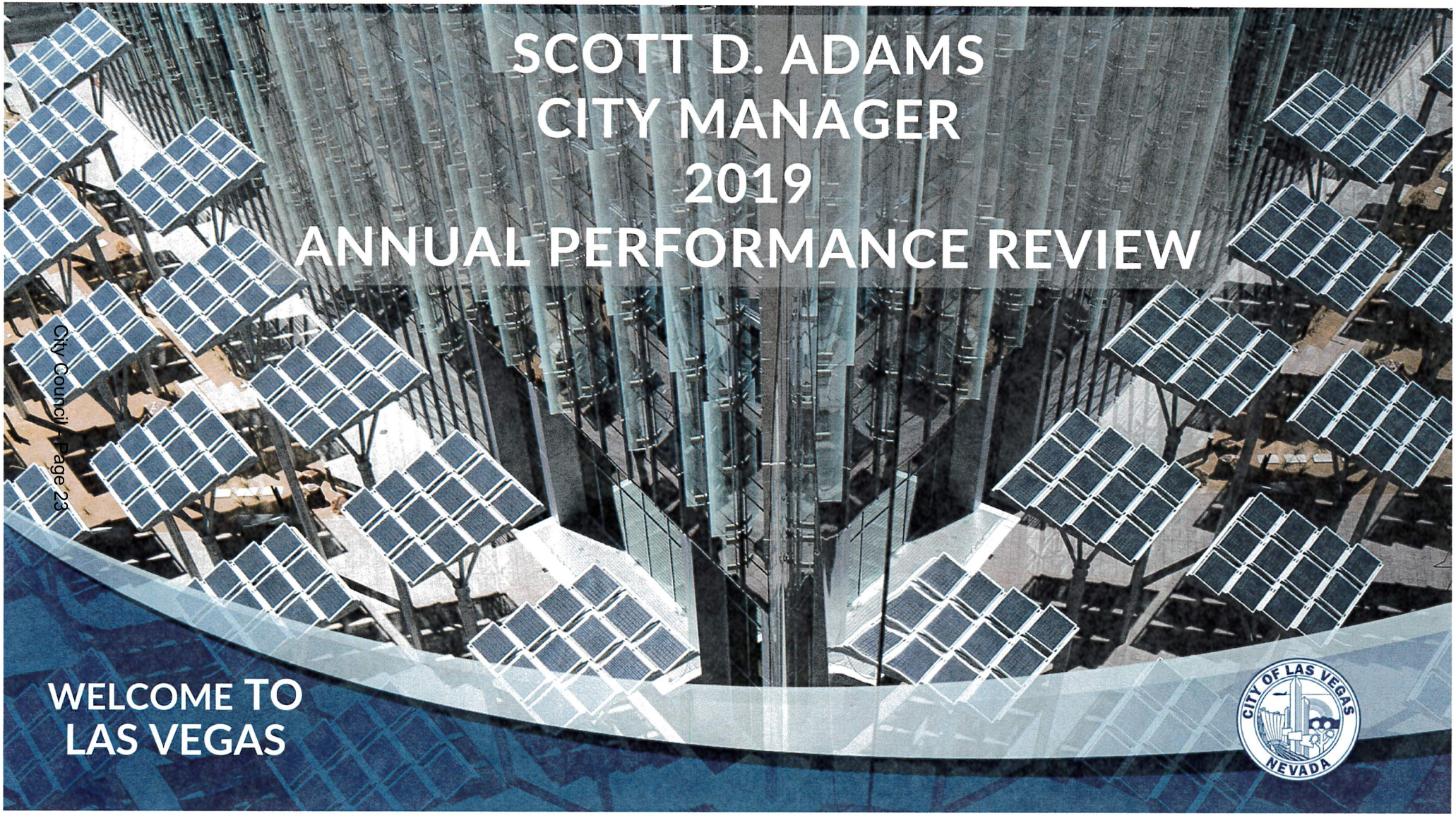
Sincerely,

LuAnn D. Holmes

LuAnn D. Holmes, MMC
City Clerk

I, LuAnn D. Holmes, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Scott D. Adams at 495 S. Main St City Hall, on this 9th day of April, 2019.

LuAnn D Holmes
Signature of person making service



Submitted at City Council
Date 5/1/2019 Item 11

Accomplishments this past year:

- Highlights by Citywide Strategic Plan/ City Council's strategic priorities:
  - Public Safety
  - Iconic Las Vegas
  - Workforce Development
  - Smart Vegas
  - At-Risk Population
  - Neighborhood Preservation/Quality of Life

- Other Major Accomplishments
- Awards and Recognition
- Appendix to Memo with Details

Public Safety

- Completed ICMA studies of Fire and Public Safety Departments and incorporated select rec's into budget
- Secured significant EMS transport/Medicaid reimbursement and developed a plan for its use
- Breaking ground on new Municipal Courthouse
- Construction started on Fire Station #3
- Implemented residential development fire sprinkler ordinance
- Conducted FEMA emergency management training
- Continued corrections partnership with North Las Vegas
- Continued roll out of new marshals
- Increased regional UASI funding by over $2M

Iconic Las Vegas

- Completed a Downtown Open Space and Trails plan
- Agreements for new residential units, a hotel and 2 parking garages in Symphony Park which include nearly 60,000 square feet in retail space
- Broke ground on 350K sf conv center space at the World Market Center
- Renovation of the FSE mall and audio-visual canopy
- Unveiled Radial Symmetry and new Showgirl entryway
- Design/construction on 3rd Street to provide open space downtown
- 3 new casino towers downtown, 2 of which are under construction
- Initiated Project Enchilada
- In LVMD, opened Bearden Family Paseo, developing parking garage with UMC/UNLV and executed several streetscape developments
- SAFER grant ($2.3M) for Fire Station #103
- Completion of Main – Commerce Streets

Workforce Development

- Started the Strong Start Go Mobile Pre-K as part of neighborhood empowerment efforts
- $7M bond to start the Wardell Strong Start Academy
- Developed Ward 5 Works initiative
- Developed citywide internal and departmental employee development and training plans

Smart Vegas

- Established a smart mobility center of excellence in the Downtown Innovation District
- NTT invest $4.5M in Innovation District
- Won GoMed grant (w/RTC) for LVMD smart transportation improvements
- Adopted a new Int'l Bldg Code to provide more project flexibility
- Adopted form based code as a pilot in the Las Vegas Medical District
- Launched the LIITE Innovation Center at the B of A Building
- MOU for cross jurisdiction voting centers
- Implemented new PrimeGov agenda management system

At-Risk Populations

- Started construction on Courtyard
- Implemented 24-hour services at the Courtyard Homeless Resource Center
- Increased MORE Homeless Outreach Teams
- Identified funding sources for continued homeless support
- Executed homeless encampment clean ups
- Issued RFQ for physical/mental health center

Neighborhood Preservation/Quality of Life

- Opened the new East Las Vegas Library
- Initiated Upper Wash development RFI process
- Building LV Wash, Marion and Trigono Hills Parks
- Renovation underway for Woofter Park, Baker Park and the Rafael Rivera soccer fields
- Established a multi-disciplinary team to prioritize redevelopment and revitalization of WLV based on the Hundred Plan
- Declared two imminent hazard emergencies resulting in property clearance (Moulin Rouge and El Cid)
- Continued the multi-departmental neighborhood development and outreach effort
- Entered into MOU to repurpose Huntridge Circle Park as sculpture park
- Launched Neighborhood College

Other Major Accomplishments

- Implemented Citywide Strategic Plan that outlines Council's strategic priority areas
- Balanced a difficult FY20 Budget
- Implemented Team 20/20 and identified potential savings of $9.3M
- Launched the Mayor's Fund for Las Vegas LIFE
- Executed resolution of Royal Links deed covenant
- Had a robust building economy in the city with a 14% increase in the number of building permits being issued this year

Awards and Recognition

- Reaffirmed city's bond ratings (w/S&P outlook improving)
- Designated as an All-America City
- Won 4 Nevada Recreation and Park Society Awards
- Named one of top 10 Digital Cities in US by Center for Digital Government
- The Main – Commerce couplet won the Mayors Urban Design Award, Institute of Transportation Engineers Project of the Year, and the Urban Land Institute Place Making Award for Excellence
- Finalist for Cashman Good Government Award for the Courtyard
- Emmy Award for "Chief for a Day" documentary
- Ranked number one in the U.S. Open Data Census by the Sunlight Foundation
- Received a 100/100 score on the Human Rights Campaign Foundation's Municipal Equality Index for the 5th year

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
12

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
Discussion for possible action regarding annual review of City Attorney Bradford R. Jerbic

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Yearly performance review of City Attorney Bradford R. Jerbic

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
1. Notice of Closed Personnel Session

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
MICHELE FIORE
CEDRIC CREAR
WARD 2 VACANT

SCOTT D. ADAMS
City Manager

OFFICE OF THE
CITY CLERK

LUANN HOLMES
CITY CLERK

April 11, 2019

Mr. Bradford R. Jerbic
City Attorney
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Attorney's Annual Performance Review

Dear Mr. Jerbic:

In connection with your performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, May 1, 2018. The meeting will begin at 9 am at the City Council Chambers, 495 South Main Street in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may go into closed session to consider the following general topics: Your performance as City Attorney, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, and present written evidence, and provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

LuAnn D. Holmes

LuAnn D. Holmes, MMC
City Clerk

I, LuAnn D. Holmes, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Bradford R. Jerbic at 495 S. Main St., City Hall, on this 11th day of April 2019.

LuAnn D. Holmes
Signature of person making service

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229.6011 | VOICE
702.382.4803 | FAX
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AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
13

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
Discussion for possible action regarding annual review of City Auditor Radford K. Snelding (NOTE: To be trailed to follow the Closed Session)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Yearly performance review of City Auditor Radford K. Snelding

RECOMMENDATION:
Staff to follow Council's direction

BACKUP DOCUMENTATION:
1. Notice of Closed Personnel Session

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
MICHELE FIORE
CEDRIC CREAR
WARD 2 VACANT

SCOTT D. ADAMS
City Manager

OFFICE OF THE
CITY CLERK

LUANN HOLMES
CITY CLERK

April 10, 2019

Mr. Radford K. Snelding
City Auditor
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: Notice of Meeting of the City Council to discuss the City Auditor's Annual Performance Review

Dear Mr. Snelding:

In connection with your performance evaluation, and under the requirements of NRS 241.030, the City Council may consider your character, alleged misconduct, competence or health at its meeting on Wednesday, May 1, 2019. The meeting will begin at 9 am at the City Council Chambers, 495 South Main Street in Las Vegas, Nevada. The meeting is a public meeting and you are welcome to attend. The Council may go into closed session to consider the following general topics: Your performance as City Auditor, your job description, your job duties, and matters properly related thereto. You are invited to attend the closed session, have an attorney or other representative of your choosing present during the closed meeting, and present written evidence, and provide testimony and present witnesses relating to your character, alleged misconduct, professional competence, or physical or mental health.

If the Council determines it necessary after considering your character, alleged misconduct, professional competence, or physical or mental health whether in a closed meeting or open meeting, it may also take administrative action for or against you at this meeting. This informational statement is in lieu of any notice that may be required pursuant to NRS 241.034.

This notice is provided to you under NRS 241.033.

Sincerely,

LuAnn D. Holmes

LuAnn D. Holmes, MMC
City Clerk

I, LuAnn Holmes, hereby swear or affirm under penalty of perjury, that in accordance with NRS 241.033, I served the foregoing Notice of Meeting of the Las Vegas City Council to consider character, alleged misconduct, competence, or health by personally serving it on Radford K. Snelding at 495 S. Main St., on this 10th day of April, 2019.

LuAnn D. Holmes
Signature of person making service

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
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AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
14

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Bill Arent

SUBJECT:
RESOLUTIONS:

RECONSIDER - R-11-2019 - ABEYANCE ITEM - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Commercial Visual Improvement Program (CVIP) Agreement between the RDA and The LaJolla Development Group LLC (Owner) located at 1924 Fremont Street (APN 139-35-803-004), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area 1 Ward 3 (Coffin) [NOTE: This item is related to RDA Item 5 (RA-2-2019)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This item is related to a Redevelopment item regarding assisting The LaJolla Development Group LLC with the cost of improvements to the property located at 1924 Fremont Street (APN 139-35-803-004). Approval will adopt findings that the Commercial Visual Improvement Program Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan. This item was originally approved at the April 3, 2019 City Council meeting; however, the companion Redevelopment Agency Item, RA-2-2019, was held to the April 17, 2019 Redevelopment Agency meeting therefore, this item should be reconsidered after action is taken on that item.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-11-2019
2. Public Purpose/Impact Analysis Report
3. Site Map

RESOLUTION NO._____

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND The LaJolla Development Group LLC. ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-35-803-004

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and;

WHEREAS, The LaJolla Development Group LLC (the "OWNER") the owner of real property and improvements located at 1924 Fremont Street, Las Vegas, NV 89101, and which parcel is commonly known as APN 139-35-803-004 (the "Site"); and

WHEREAS, The LaJolla Development Group LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 1924 Fremont Street, Las Vegas, NV 89101, and is undertaking certain exterior improvements to the property or the redevelopment of an underdeveloped property in accordance with the Commercial VIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to The LaJolla Development Group LLC for making physical, visual improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Las Vegas hereby finds and determines that the development of building, facilities, structures or other improvements on the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those building, facilities, structural or other improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the "Owner" for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of _____, 2019.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

M. Queen 2-28-19
_____
Date

Exhibit A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2019, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and The LaJolla Development Group LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00)**, and the Owner has provided a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner does hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed maximum of Twenty Five Thousand Dollars and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment " 3 " and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agree to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The

Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999,

Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall

be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: The LaJolla Development Group LLC
Attn.: Matthew DiNofia
888 Prospect Street, STE 200
LaJolla, CA 92037

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2019 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 2019.

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____ 3-4-19
Counsel to the Agency Date

ATTEST:

_____

Secretary

OWNER – The LaJolla Development Group LLC

By: _____
Matthew DiNofia

Its: Owner/ Managing Member

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS – BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

See Attached

Inst #: 20170717-0001219
Fees: $18.00 N/C Fee: $0.00
RPTT: $714.00 Ex: #
07/17/2017 12:22:52 PM
Receipt #: 3141182
Requestor:
NORTH AMERICAN TITLE MAIN
Recorded By: EGM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN:139-35-803-004
ESCROW NO.: 45002-1506051-17
RPTT: 714.00
Recording Requested by:
NORTH AMERICAN TITLE COMPANY

When recorded please mail to
and Mail Tax Statements to::
The La Jolla Development Group LLC
888 Prospect Street #200
La Jolla, CA 92037

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Hialeah Motel Inc., a Nevada corporation, as the "Grantor,"

In consideration of $10.00 and other valuable consideration, the receipt of which are hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to:

The La Jolla Development Group LLC, a Nevada limited liability company, as the "Grantee,"

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the complete legal description.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

See signature page attached hereto and made a part hereof

Dated 5 day of July, 2017

Hialeah Motel Inc., a Nevada corporation

By: V S Mehta | Treasurer
Name: Viral S. Mehta
Title: Treasurer

STATE OF Nevada
COUNTY OF Clark

On July 5, 2017, before me, Tamara G Perry, the undersigned a Notary Public in and for said County and State, personally appeared Viral S. Mehta, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature
Notary Public

My Commission expires: Dec. 19, 2018

TAMARA G. PERRY
Notary Public State of Nevada
No. 99-2504-1
My Appt. Exp. Dec. 19, 2018

Signature page to Grant, Bargain, Sale Deed
File No. 45002-1506051-17

See signature page attached hereto and made a part hereof

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the south side of Fremont Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT

APN: 139-35-803-004

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The LaJolla Development Group LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2019

The LaJolla Development Group LLC

By:_____
Matthew DiNofia
Its: Owner/ Managing Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Matthew DiNofia as Owner/ Managing Member of The LaJolla Development Group LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 201 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the south side of Fremont Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Facade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 139-35-803-004

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, between The LaJolla Development Group LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1924 Fremont Street, Las Vegas, NV 89101, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-35-803-004; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which is set back from the south side of Fremont Street as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated_____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: The LaJolla Development Group LLC
Attn.: Matthew DiNofia
888 Prospect Street, STE 200
LaJolla, CA 92037

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

The LaJolla Development Group LLC

By: _____ Date: _____
Name: Matthew DiNofia
Title: OWNER/ MANAGING MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Matthew DiNofia as Owner/ Managing Member of The LaJolla Development Group LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2019 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the south side of Fremont Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Signage Enhancements**	**$7,000.00**
2.	**Parking lot replacement**	**$16,000.00**
3.	**Landscape**	**$4,500.00**
4.	**Security Cameras and lighting**	**$3,500.00**
5.	**Security Gates**	**$5,000.00**
6.	**Permits and interior upgrades per City**	**$7,500.00**
7.	**Paint etc.**	**$6,500.00**
TOTAL ESTIMATED PROJECT COSTS		$50,000.00
Estimated CVIP Grant		**$25,000.00**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT “6-A “

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

VIP Contracting Entity Information

Corporate Name: The LaJolla Development Group llc

Mailing Address: 888 Prospect St #200, LaJolla CA 92037

Business Phone: 858-775-6888

Tax ID or Social Security Number: 30-0761593

Ownership Interest

Estate in Severalty 100% Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all persons/individuals holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Matt DiNofia	888 Prospect St #200 92037	858-775-6888

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: N/A

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: vip disclosure of ownership

Date of Attached Document: 1/3/19

Number of Pages: 1

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: [signature]

Date: 1/3/19

State of ~~Nevada~~ CA California
County of ~~Clark~~ San Diego

This instrument was acknowledged before me on Jan. 03, 2019 (date) by Matthew Dinofia (name of person)

[signature]

Notary Public

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

ATTACHMENT “6-B”

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

VIP Contracting Entity Information

Corporate Name: The Lantalk Development Group llc

Mailing Address: 888 Prospect #200 92037

Business Phone: 858-775-6888

Tax ID or Social Security Number: 30-0761593

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company X

Corporation _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Matt DiNofia	888 Prospect St #200 92037	858-775-6888

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: VIP Disclosure of Ownership/Principals

Date of Attached Document: 1/3/19

Number of Pages: 1

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 1/3/19

State of ~~Nevada~~ California
County of ~~Clark~~ San Diego

This instrument was acknowledged before me on Jan. 03, 2019 (date) by Matthew Dinofia (name of person)

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

_____
Notary Public

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Matt DiNola, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the LaTelle Development, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1924 Fremont St 89101 ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site that I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☒ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☐ or
   d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

Participant agrees to submit to the Agency its documentation that evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ___C___(initial) Landlord must verify
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ___C___(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ___C___(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ___C___(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this ___3___day of ___January___, ___2019___.

Authorized Signature: ___[signature]___

SIGNED AND SWORN TO before me

this ___03___ day of ___Jan.___, ___2019___, by ___Matthew Dinofia___

[signature]

NOTARY PUBLIC

My Commission Expires: Sept. 26 2019

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

ATTACHMENT “8”

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP PARTICIPANT **REAL PROPERTY OWNER CONSENT**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Matthew DiNofia, owner and/or authorized representative of APN# 139-358-03-0001 also commonly known as 1934 Fremont St 89101, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by _____, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this 3 day of January, 2019.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 03 day of Jan, 2019, by Matthew Dinofia

NOTARY PUBLIC
My Commission Expires: Sept. 26, 2019

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
April 3, 2019

Title of Project: Commercial Visual Improvement Program

Sponsor/Developer: La Jolla Development Group, LLC

Address Of Project: 1924 E. Fremont Street

Per NRS 279.486 2(a) attach a copy of any contract, memorandum of understanding or other agreement between the agency or the legislative body and any other person relating to the redevelopment project to this report.

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS - COMMERCIAL VISUAL IMPROVEMENT AND GRANT OF FAÇADE EASEMENT

Per NRS 279.486 2(b) (1) (I) List the costs of the redevelopment project, including, without limitation, the costs of acquiring any real property, clearance costs, relocation costs, the costs of any improvements which will be paid by the Redevelopment Agency and the amount of the anticipated interest on any bonds issued or sold to finance the project.

N/A

Per NRS 279.486 2(b) (1) (II) What is the estimated current value of the real property interest to be conveyed or leased, determined at its highest and best use permitted under the redevelopment plan?

N/A

Per NRS 279.486 2(b) (1) (III) what is the estimated value of the real property interest to be conveyed or leased, determined at the use and with the conditions, covenants and restrictions, and development costs required by the sale or lease, and the current purchase price or present value of the lease payments which the lessee is required to make during the term of the lease? If the sale price or present value of the total rental amount to be paid to the agency or legislative body is less than the fair market value of the real property interest to be conveyed or leased, determined at the highest and best use permitted under the redevelopment plan, the agency shall provide an explanation of the reason for the difference.

N/A

Per NRS 279.486 2(b) (2) How Does the Redevelopment Project Benefit the Public and Eliminate Blight:

Major upgrades to be made to formerly boarded-up offices to be occupied by a new enterprise. Improvements will be made to the building's façade, courtyard and parking lot, fencing and pylon signage.

What is the amount of Private Investment and who is providing it?

Approximately $53,000 – La Jolla Development Group, LLC - Owner equity

What is the amount of Public Investment and who is providing it?

Not to Exceed $25,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 2 Part-Time Equivalent

How many Indirect Jobs will be Created? 5 construction jobs

How many Direct Jobs will be Retained? N/A

Quantitative Economic Benefits:

$53,000 of labor and material will be expended in the Redevelopment Area during renovations.

Total Direct Economic Impact:

$53,000 in exterior renovations.

Total Indirect Economic Impact:

N/A

Economic Impact Study Performed:	Yes ☐	No ☒
Return on Investment Analysis Performed:	Yes ☐	No ☒

RESOLUTION NO. _____

RESOLUTION FINDING THE PROJECT PROPOSED BY THE COMMERCIAL VIP AGREEMENT ("CVIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND The LaJolla Development Group LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE CVIP BY THE AGENCY

WHEREAS, the City of Las Vegas Redevelopment Agency (the "Agency") adopted on March 5, 1986, that plan of redevelopment entitled, to-wit: the Redevelopment Plan for the Downtown Las Vegas Redevelopment Area pursuant to Ordinance 3218, which Redevelopment Plan has been subsequently amended on February 3, 1988, by Ordinance 3339; April 11, 1992, by Ordinance 3637, on November 4, 1996, by Ordinance 4036, on December 17, 2003, by Ordinance 5652 and on May 17, 2006, by Ordinance 5830, and on December 16, 2015, by Ordinance 6448 (the "Redevelopment Plan"); and

WHEREAS, the Redevelopment Plan identifies and designates an area within the corporate boundaries of the City of Las Vegas (the "Redevelopment Area") as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein; and

WHEREAS, the Agency approved on October 20, 2004 the form for the Commercial VIP Agreement, the Commercial VIP Affidavit, and the Commercial VIP Manual, in order to provide funding to owners of commercial properties located within the Redevelopment Area for the purpose of making improvements to the exterior of such commercial properties and/or for the development of a vacant parcel with a new commercial building; and

WHEREAS, The LaJolla Development Group LLC (the "OWNER") is the owner of real property and improvements located at 1924 Fremont Street, Las Vegas, NV 89101, and which parcel is commonly known as APN 139-35-803-004 (the "Site"); and

WHEREAS, The LaJolla Development Group LLC (the "CVIP PARTICIPANT") is the owner of the real property located at 1924 Fremont Street, Las Vegas, NV 89101 and is undertaking certain exterior improvements to the property in accordance with the Commercial VIP; and

WHEREAS, the Agency has considered the findings that no other reasonable means of financing the building, facilities or structures or other improvements on the Site are available; and

WHEREAS, the Governing Body of the Agency has determined that the Commercial VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to Participant for making physical, visual improvements to the building on the Site, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Governing Board of the Agency that the Agreement is hereby approved and determined to be in compliance with and in furtherance of the goals and objectives of NRS 279 and the Redevelopment Plan, and the Chairperson of the Governing Board of the Agency is hereby authorized and directed to execute the Agreement for and on behalf of the Agency, and to execute any and all additional documents (including any Attachments to the Agreement) and to perform any additional acts necessary to carry out the intent and purpose of the Agreement.

THE FOREGOING RESOLUTION and CVIP AGREEMENT was passed, adopted and approved this ____ day of _____, 2019.

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, Chair

ATTEST:

_____
SECRETARY

APPROVED AS TO FORM:

M. Jindas 2-28-19
Date

Exhibit A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
COMMERCIAL VISUAL IMPROVEMENT AGREEMENT

THIS COMMERCIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2019, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body in the State of Nevada (hereinafter referred to as the "Agency") and The LaJolla Development Group LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers and funds and is funded by the Agency for the purposes of improving the physical appearance of, and encouraging reinvestment in existing commercial structures; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of assisting property owners and their tenants in the rehabilitation of their buildings in order to revitalize and promote the economic stability of the redevelopment area; and

WHEREAS, pursuant to the implementation of the Commercial VIP, the Agency wishes to acquire an easement in gross on and upon the exterior walls of buildings (the "Facade Easement"), and a maintenance agreement for the Facade Easement Area (the "Building Façade Maintenance Agreement") located on that certain property, as more particularly described in the "Legal Description of the Site", attached hereto as Attachment " 1 " and incorporated herein, subject to the Owner's and Tenant's agreement to rehabilitate and improve the exterior walls and faces of the buildings on the property in accordance with this Agreement and the Commercial VIP Guidelines (the "CVIP Guidelines"), incorporated herein by reference. The Property is located within or is contiguous to the boundaries of the redevelopment area; and

WHEREAS, in consideration for the acquisition of the Facade Easement, the Agency shall reimburse the Owner for any Pre-approved Qualified Exterior Improvements to a maximum of Twenty-Five Thousand Dollars and 00/100 (**$25,000.00)**, and the Owner has provided a 200% matching cash contribution to the Agency's participation to ensure that the Owner has a vested interest in the completion of its site improvements and to ensure a high leveraging of public resources and such improvements are significant in character, as determined by the Agency; and

WHEREAS, the Owner desire to participate in the Commercial VIP pursuant to the terms and provisions of this Agreement and the Owner has provided their consent to the proposed exterior improvements on the property, as evidenced by Attachment " 8 " – VIP Real Property Owner Consent.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency, Owner does hereby agree as follows:

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment " 1 " and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. The Owner warrants that, either through a majority interest, or has a valid and binding leasehold interest for five (5) years successive to the Effective Date of this Agreement (as defined hereinafter), the Site. Such ownership or leasehold interest is demonstrated by Attachment " 2 ", "Proof of Ownership or Leasehold Interest", which is attached hereto and is incorporated herein by reference. "Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

SECTION 3: GRANT OF FACADE EASEMENT AND MAINTENANCE AGREEMENT. The Owner agrees to grant and convey and the Agency agrees to acquire and accept conveyance of a nonexclusive easement in gross (the "Facade Easement") on and upon that certain area described in Exhibit A of Attachment " 2 ", attached hereto and incorporated herein (the "Facade Easement Area"), subject to the following conditions:

a. The purchase price for the Facade Easement shall be an amount up to one hundred percent (100%) of the facade improvements, with a not to exceed maximum of Twenty Five Thousand Dollars and 00/100 **($25,000.00)**, for "Pre-approved Qualified Exterior Improvements". Pre-approved Qualified Exterior Improvements which shall be considered for reimbursement includes the following: painting, cleaning, tuck pointing, facade repair/replacement, window repair/replacement, doorways, lighting, new or substantially rehabilitated signage, window tinting, new or replacement awnings, permanent landscaping, parking lots, and rear access renovations. All Pre-approved Qualified Exterior Improvements must be seen from the public right-of-way. The final purchase price will be determined when the project improvements are completed and Owner has submitted paid invoices from contractor(s) to the Agency.

b. Owner shall have provided Agency with all the documents required for participation in the CVIP, as set forth in the CVIP Guidelines in a form acceptable to and approved by the Agency, including without limitation an executed Facade Easement, in substantially the form attached hereto as Attachment " 3 " and a Building Facade Maintenance Agreement, in substantially the form attached hereto as Attachment " 4 ".

c. Agency shall pay Owner the Purchase Price within forty-five (45) days after submission of paid invoices by Owner for the Project Improvements, and inspection and approval of such Improvements, in accordance with the CVIP Guidelines.

d. The Agency shall cause the Facade Easement and the Building Facade Maintenance Agreement to be recorded against the Property promptly after completion of the Project Improvements and upon payment of the Purchase Price by the Agency to the Owner. The Facade Easement and the Building Facade Maintenance Agreement shall commence upon such recordation and shall terminate on the date five (5) years thereafter.

e. Owner hereby agree to maintain the Property, including without limitation the Facade Easement Area and the Project Improvements to be constructed thereon, in accordance with the maintenance provisions set forth in the Building Facade Maintenance Agreement, Attachment " 4 " attached hereto. Owner agrees that all material future changes to the exterior surfacing of the building(s) on the Property, including the Facade Easement Area, shall be subject to the approval of the Agency, which approval shall not be unreasonably withheld. No painting or exterior surfacing which, in the opinion and judgment of Agency, are inharmonious with the general surroundings shall be used on the exterior of any buildings now or to be located on the Property. This covenant shall run with the land for a period of five (5) years from the date the Facade Easement is recorded against the Property. Owner shall be in default of this Agreement if Owner breaches any of the obligations under this Section 3 or Attachment " 4 ".

f. The Agency shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

SECTION 4: OWNER'S REPURCHASE OPTION. The Agency hereby grants the Owner the option to repurchase the Facade Easement (the "Option") from the Agency pursuant to the following terms and conditions:

a. Option Term. The term of the Option (the "Option Term" or "Option") shall commence upon recordation of the Facade Easement and shall continue until the termination of the Facade Easement. In order to exercise the Option, the Owner must give sixty (60) days written notice to the Agency that it wishes to exercise the Option.

b. Repurchase Price. If the Owner exercises the Option, the Agency agrees to sell and the Owner agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis over five (5) years. The Amortization Schedule is set out in Exhibit C of Attachment " 3 ", attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Owner shall each pay all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The

Owner and/or Tenant shall execute such documents and take such actions as may be necessary to effectuate such repurchase.

d. The Owner's right to this Option and the terms and conditions of this Option shall be contained in the Facade Easement to be recorded on the Property

SECTION 5: IMPROVEMENTS TO THE SITE AND PROJECT BUDGET. The Owner shall make improvements to the Site, or to the buildings, fixtures or appurtenances thereon, according to the Scope of Work and Tentative Schedule of Improvements, which is attached hereto as Attachment " 5 " and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of, rehabilitation and improvement of the Site, including the Facade Easement Area, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the CVIP Guidelines. Owner shall complete the improvements within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The improvements to the site also shall be referred to as the "Project" hereinafter. The Agency shall maintain a right of access to the Site, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the Site. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the improvements by the required dates and any failure of Owner to commence and complete the improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

SECTION 6: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If the Owner is unable to obtain three (3) or more competitive bids, the Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 7: COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS. The Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas. Additional development standards may apply depending on the specific location of the Site.

SECTION 8: FAILURE TO COMPLETE WORK. If the contractor selected by the Owner fails to commence and/or complete all of the work specified in the Scope of Work, then the Agency may pursue any and all equitable remedies available under this Agreement, as more specifically described in Section 13 hereinafter.

SECTION 9: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to Commercial VIP provided for in this Agreement.

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the Commercial VIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

1. Encourage new commercial development;
2. Create or retain jobs for nearby residents;
3. Increase local revenues from private revenue sources;
4. Increase levels of human activity in the Redevelopment Area;
5. Possess attributes that are unique, either as to type of use or level of quality and design;
6. Require for their construction, installation or operation the use of qualified and trained labor; or
7. Demonstrate greater social or financial benefits to the community that would a similar set of buildings, facilities, structures or other improvements not paid for by the Agency.

The Agency has also considered the opinions of persons who reside in the Redevelopment Area or the immediate vicinity of the Redevelopment Area. In addition, the Agency has compared the level of spending proposed by the Agency and the projections of future revenue made on the buildings, facilities, structures or other improvements.

The Owner has declared that no other reasonable means of financing are available to undertake the improvements to the Property because the return on investment is not reasonable and the improvements are being financed through cash on hand and/or debt financing through a private lender. Furthermore, the Owner would not undertake the full set of improvements contemplated in the Agreement through resources reasonably available to the Owner pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment " 7 " and by this reference made a part hereof.

The Owner has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment " 7 " and by this reference is made a part hereof. The Owner, for itself and its successors and assigns, represents that in the construction of improvements on the Site provided for in this Agreement, the Owner shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

SECTION 11: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Owner warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999,

Owner warrants that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment " 6-A " and Attachment "6-B" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Throughout the term hereof, Owner shall notify City in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, the date that the written notice of termination is received by the Owner or such other date as may be specified in the written notice. In the event of termination of this Agreement by the Agency, then (i) any obligation of Agency to acquire the Façade easement shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid to the Tenant pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to sue the Owner for specific performance as provided in this Section and to pursue the Agency's remedies, legal and equitable, for such damages as permitted by law.

SECTION 13: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Agency designates in writing.

SECTION 14: TERM. The term of this Agreement shall end upon the completion of all duties and obligations to be performed by each of the parties hereto.

SECTION 15: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall

be governed in all respects by the laws of the State of Nevada.

SECTION 17: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal deliver, or five (5) calendar days after the date of deposit in the mail or with an express delivery service, if the notice is sent through the United States mail.

If to the Agency: City of Las Vegas Redevelopment Agency
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

If to the Owner: The LaJolla Development Group LLC
Attn.: Matthew DiNofia
888 Prospect Street, STE 200
LaJolla, CA 92037

SECTION 18: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "8" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

SECTION 20: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 21: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2019 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

_____, 2019.

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency"

APPROVED AS TO FORM:

_____ 3-4-19
Counsel to the Agency Date

ATTEST:

_____

Secretary

OWNER – The LaJolla Development Group LLC

By: _____
Matthew DiNofia

Its: Owner/ Managing Member

LIST OF ATTACHMENTS

ATTACHMENT " 1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT " 2 "	PROOF OF OWNERSHIP OR LEASEHOLD INTEREST
ATTACHMENT " 3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT " 4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT " 5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6-A "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "6-B"	DISCLOSURE OF PRINCIPALS – BUSINESS
ATTACHMENT " 7 "	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN
ATTACHMENT "8"	VIP REAL PROPERTY OWNER CONSENT

ATTACHMENT 1

LEGAL DESCRIPTION OF THE PROPERTY

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

ATTACHMENT 2

PROOF OF OWNERSHIP OR LEASEHOLD INTEREST

See Attached

Inst #: 20170717-0001219
Fees: $18.00 N/C Fee: $0.00
RPTT: $714.00 Ex: #
07/17/2017 12:22:52 PM
Receipt #: 3141182
Requestor:
NORTH AMERICAN TITLE MAIN
Recorded By: EGM Pgs: 4
DEBBIE CONWAY
CLARK COUNTY RECORDER

APN:139-35-803-004
ESCROW NO.: 45002-1506051-17
RPTT: 714.00
Recording Requested by:
NORTH AMERICAN TITLE COMPANY

When recorded please mail to
and Mail Tax Statements to::
The La Jolla Development Group LLC
888 Prospect Street #200
La Jolla, CA 92037

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH: That

Hialeah Motel Inc., a Nevada corporation, as the "Grantor,"

In consideration of $10.00 and other valuable consideration, the receipt of which are hereby acknowledged, does hereby Grant, Bargain, Sell and Convey to:

The La Jolla Development Group LLC, a Nevada limited liability company, as the "Grantee,"

all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

See Exhibit "A" attached hereto and by reference made a part hereof for the complete legal description.

Subject to

1. All general and special taxes for the current fiscal year.
2. Covenants, Conditions, Restrictions, Reservations, Rights, Rights of Way and Easements now of record.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

See signature page attached hereto and made a part hereof

Dated 5 day of July, 2017

Hialeah Motel Inc., a Nevada corporation

By: V S Mehta | Treasurer
Name: Viral S. Mehta
Title: Treasurer

STATE OF Nevada
COUNTY OF Clark

On July 5, 2017, before me, Tamara G Perry, the undersigned a Notary Public in and for said County and State, personally appeared Viral S. Mehta, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature
Notary Public

My Commission expires: Dec. 19, 2018

TAMARA G. PERRY
Notary Public State of Nevada
No. 99-2504-1
My Appt. Exp. Dec. 19, 2018

Signature page to Grant, Bargain, Sale Deed
File No. 45002-1506051-17

See signature page attached hereto and made a part hereof

EXHIBIT A
of Attachment 2

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the south side of Fremont Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 3

FORM OF FACADE EASEMENT

APN: 139-35-803-004

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

FACADE EASEMENT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, The LaJolla Development Group LLC ("Grantor"), does hereby grant to the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic ("Grantee"), a nonexclusive facade easement (the "Facade Easement") in gross on and upon a portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). The precise description of the area of the facade easement is described in Exhibit B attached hereto and incorporated hereby by reference (the "Facade Easement Area").

1. Grantee is responsible for carrying out the Redevelopment Plan for the City of Las Vegas Redevelopment Area (the "Redevelopment Area"). In furtherance of the Redevelopment Plan, Grantor and Grantee entered into a Commercial Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "CVIP Agreement") which required the Grantor to improve the facades(s) of the building(s) on the Property in accordance with the CVIP Agreement and Grantee's Commercial Visual Improvement Guidelines.

2. Grantor shall maintain the Property and the Facade Easement Area in accordance with the Facade Easement Agreement, including without limitation, the provisions set forth in the Building Facade Maintenance Agreement, recorded against the Property by separate instrument. Grantor agrees that all material future changes to the exterior surface of the facades of the building that have been improved on the Property shall be subject to the approval of the Grantee, which approval shall not be unreasonably withheld. This covenant shall run with the land until five (5) years from the date this Facade Easement is recorded against the Property.

3. Grantee may use the Facade Easement for the purpose of ensuring the repair and maintenance of the Facade Easement Area, including the Facade Improvements to be constructed thereon, in accordance with the Facade Easement Agreement.

4. The Facade Easement shall include ancillary rights of ingress and egress over any portion of the Property that is necessary in order to repair and maintain the Facade Improvements located on and within the Facade Easement Area.

5. Grantor covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, ancestry, age, sexual preference, physical handicap or medical condition in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall Grantor or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land.

6. The Grantee shall not use or exercise any right granted by the Facade Easement or do anything in a manner that will damage or impair the Facade Easement Area or the structural integrity of the building.

7. In the event of a violation of this Agreement by Grantor, the Grantee may, following reasonable notice to Grantor and after allowing thirty (30) days to correct said violation, institute a suit to enjoin such violation and to require the restoration of the Facade Improvements to their prior condition. In the alternative, the Grantee may enter upon the Property, correct any such violation and hold the Grantor and, his or her heirs, successors and assigns, responsible for the costs thereof in accordance with the Facade Easement Agreement and Building Facade Maintenance Agreement.

8. The Facade Easement granted herein shall terminate on the date which is five (5) years from the date of recordation of this Facade Easement.

9. Grantor shall have the option to repurchase the Facade Easement granted herein (the "Option") from the Grantee pursuant to the terms and conditions set forth hereunder.

a. Option Term. The term of the Option (the "Option Term") shall commence thirty (30) days after recordation of the Facade Easement and shall continue until five (5) years from the date of the recordation of this Façade Easement. In order to exercise the Option, the Grantor must give sixty (60) days written notice to the Grantee that it wishes to exercise the Option.

b. Repurchase Price. If the Grantor exercises the Option, the Grantee agrees to sell and the Grantor agrees to repurchase the Facade Easement in an amount equal to the unamortized portion of the Purchase Price amortized on a straight-line basis

over five (5) years. The Amortization Schedule is set out in Exhibit C, attached hereto and incorporated herein (the "Amortization Schedule").

c. Title, Escrow and Closing Costs. The Grantor shall pay for all title, escrow and closing costs and fees associated with the repurchase of the Facade Easement. The Grantor and Grantee shall cooperate in good faith and execute such documents and take such actions as may be necessary to effectuate such repurchase.

10. The obligations and benefits imposed and granted in this Facade Easement shall be binding on Grantor and all successor owners of the Property and inure to the benefit of the Grantee, its successors and assigns and are intended to run with the land.

11. The provisions of this Facade Easement may be amended or terminated in full only by a written agreement between the Grantor and Grantee.

12. Nothing contained in this Facade Easement shall be deemed to be a gift or dedication of any portion of Property to the general public or for the general public for any public purpose whatsoever, it being the intention of the parties to this Facade Easement that the Facade Easement shall be strictly limited to and for the purposes expressed in this Facade Easement.

13. This declaration shall be governed by and construed in accordance with the laws of the State of Nevada.

14. The Facade Easement granted herein shall be binding on and inure to the benefit of the successors and assigns of the parties and are intended to bind and burden the Property described in Exhibit A.

IN WITNESS WHEREOF, Grantor has executed this Facade Easement as of this ____ day of _____, 2019

The LaJolla Development Group LLC

By:_____
Matthew DiNofia
Its: Owner/ Managing Member

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Matthew DiNofia as Owner/ Managing Member of The LaJolla Development Group LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 201 by Carolyn G. Goodman as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the south side of Fremont Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Facade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Facade Easement without further action upon the City of Las Vegas Redevelopment Agency

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000.00 (Maximum)

2. Repurchase Price based on unamortized portion of Purchase Price amortized on straight-line basis over five (5) years as follows:

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$5,000.00
After five full years from recordation of the Facade Easement Deed:	$0.00

ATTACHMENT 4

FORM OF BUILDING FACADE MAINTENANCE AGREEMENT

APN: 139-35-803-004

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

City of Las Vegas Redevelopment Agency
495 South Main Street, 6th Floor
Las Vegas, NV 89101
ATTN: Operations Officer

BUILDING FACADE MAINTENANCE AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2019, between The LaJolla Development Group LLC, a Nevada limited liability company hereinafter referred to as "Owner" and the CITY of LAS VEGAS REDEVELOPMENT AGENCY, a public body, corporate and politic, hereinafter referred to as "Agency" with reference to the following facts:

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 1924 Fremont Street, Las Vegas, NV 89101, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-35-803-004; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Commercial Visual Improvement Program (the "Commercial VIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and

WHEREAS, Owner has rehabilitated the facades of the property facing the Facade Easement Area: The area consisting of the building face of said building, which is set back from the south side of Fremont Street as described in *"Exhibit A – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

Agency purchased a Facade Easement for the Property (hereinafter "the Facade Easement") which ensures that the building facades on the Property will be preserved in a manner consistent

with the Commercial Visual Improvement Agreement and Grant of Facade Easement dated_____ _____ (the "CVIP Agreement"); and

WHEREAS, by the terms of said Facade Easement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the facade(s) covered by the Facade Easement, legally described in Exhibit "B" attached hereto (the "Façade Easement Area"), will be diligently maintained and that violations will be corrected promptly; and

WHEREAS, this agreement is entered into to ensure that the Property is maintained because both parties recognize that diligent maintenance is an integral part of preservation of the Property and one of the considerations for Agency's purchase of the Facade Easement;

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. Purpose. The purpose of this agreement is to ensure diligent maintenance of the building facades on the Property facing public streets and/or alleys, the Facade Easement Area, in accordance with the plans approved by the City of Las Vegas Office of Redevelopment Agency and any other City of Las Vegas department that may have issued approvals and/or permits as of the date of this Agreement, or as may be otherwise approved by City during the term of this Agreement. Copies of the plans for the Facade Easement Area required to be maintained under this Agreement and which are incorporated herein by this reference, are on file with the City of Redevelopment Agency, c/o Economic and Urban Development, 495 S. Main Street, Las Vegas, NV 89101.

2. Duty to Maintain Property. Owner covenants and agrees, for itself, its lessees, successors and assigns during the term of this Agreement to diligently maintain and care for the Facade Easement Area in accordance with the plans approved by Agency. "Diligent maintenance" is persistent upkeep which employs the standard of care necessary to meet all requirements of applicable local ordinances and regulations and standards of workmanship in accordance with the generally accepted standards for maintenance observed by comparable uses located within the City of Las Vegas. In particular, Owner covenants that:

    a) All exterior building facades shall be maintained, repaired, or used in accordance with the City of Las Vegas Building Code and the plans approved by, any and all, appropriate City of Las Vegas department(s) as of the date of this Agreement, or as may be otherwise approved by Agency during the term of this Agreement.

    b) The exterior of the buildings and structures shall have effective weatherproofing and waterproofing, including non-deteriorated paint, uncracked or unbroken plaster, sound siding, sealing of doors and windows and adequate and approved roof covering.

    c) All exterior doors, door hardware, handles, locksets and latchets shall be in safe and operable condition, free of cracks, splits, holes, inadequate fastening and warpage.

d) All windows shall be secure, well-sealed, unbroken, and with undamaged frames. No window bars, grills or grates of any kind shall be installed without the express approval of the City of Las Vegas Department of Building and Safety.

e) All exterior lighting, including but not limited to security, carport, stairway or balcony, and building lighting, must be operable at all times as required by the City of Las Vegas Building Code.

3. Agency's Right to Cure Owner's Default. Owner shall be in default of this Agreement if Owner breaches any of the Owner's obligations under Paragraph 2 above, and the breach is not cured within thirty (30) days (or such longer period as may be specified in the Notice of Breach) after the Agency gives notice ("Notice of Breach") to the Owner of the failure to perform, which Notice of Breach shall specify in reasonable detail the conditions constituting the breach. The Agency's Executive Director ("Director") (or, if that position no longer exists, an Agency official with comparable duties) or the Director's designee may impose conditions on any extension of time to cure the breach, which conditions may include but are not limited to (i) requiring Owner to post a cash deposit or surety bond in the amount of the estimated cost of curing the breach or default, and (ii) requiring that Owner commence curing the breach or default by a specified date and thereafter diligently and in good faith continue to cure the breach until completion of the cure.

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the work in a reasonably efficient, cost effective and competitively priced manner. The cost of curing the default shall be due and payable within ten (10) days after delivery of an invoice to Owner, and if paid at a later date shall bear interest at the rate of 10% per annum from the date of the invoice until Agency is reimbursed by Owner. Any warranties provided by Agency's contractors shall be assigned to Owner upon Owner's payment in full of the amounts due hereunder.

6. Additional Remedies. The Agency, in addition to the collection procedure set forth above in paragraph 4, may make the cost incurred in maintaining the Property a lien upon the Property by recording a notice with the Clark County Recorder. The lien may also include any and all costs incurred in recording the lien. The notice shall state that the Agency has incurred maintenance costs under the terms of this agreement and shall state the amount, together with a statement that it is unpaid. Such lien shall be immediately released upon Owner's payment of said costs.

7. Notices. Notices required or permitted to be given under the terms of this agreement shall be served personally, or by certified mail, return receipt requested, or by overnight courier, addressed as follows:

AGENCY: CITY OF LAS VEGAS REDEVELOPMENT AGENCY
c/o Economic And Urban Development
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Attn: Operations Officer

OWNER: The LaJolla Development Group LLC
Attn.: Matthew DiNofia
888 Prospect Street, STE 200
LaJolla, CA 92037

and, in the event that Owner hereafter conveys Property, to each successive Owner as shown on the tax rolls for Clark County.

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. If Owner leases the Property or any portion thereof to another, the lease shall provide for Owner's right of entry to perform Owner's obligations under this agreement. The lease also shall provide for Agency's right of entry to inspect the Property for compliance with this Agreement and in the event of breach to perform required maintenance in accordance with the procedure set forth in Paragraph 3. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

a) If any provision of this agreement is adjudged invalid, the remaining provisions of it are not affected.

b) Notice to Agency or Owner shall be considered to have been given when sent in the manner and to the addresses stated in Paragraph 6 above.

c) This writing contains a full, final and exclusive statement of the agreement of the parties.

d) By executing this Agreement Owner, on its behalf and on behalf of any successor in interest, authorizes and grants to Agency or to Agency's agent, permission with forty-eight (48) hours advance notice to enter upon the Property subject to this Agreement to perform inspections of the facade improvements or to perform any work authorized by this Agreement in the event of breach by Owner of any covenant set forth in Paragraphs 2 above. However, the Agency shall coordinate the time of such inspections with the Owner in order to minimize the disruption of business or inconvenience to the Owner's customers.

10. Recordation: Covenant Running With the Land for Five Years. Upon recordation of the Facade Easement Deed and execution of this Agreement by both parties, the Agency shall record this Agreement with the Clark County Recorder's Office. Agency shall provide Owner a copy of the Agreement showing the Recorder's stamp.

This Agreement pertains to that area of the Property covered by the Facade Easement, and shall run with the land for a period of five (5) years from the date of recordation, including a period of time after the expiration of the Facade Easement. This agreement binds the successors in interest of each of the parties to it.

11. Priority of Mortgage Lien. No breach of the covenants, conditions or restrictions of this Agreement shall defeat or render invalid the lien or charge or any first mortgage or deed of trust made in good faith and for value encumbering the Property, but all of said covenants, conditions and restrictions shall be binding upon and effective against any successor to the Owner whose title is derived through foreclosure or trustee's sale, or otherwise, with respect to the Property.

12. Attorneys' Fees. If any party to this Agreement resorts to a legal action to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.

13. Estoppel Certificate. Upon written request by Owner or a subsequent owner, Agency shall promptly execute and deliver an estoppel certificate, in a form reasonably approved by the Agency, addressed as indicated in the request, stating that the property is in compliance with this Agreement, or not, and stating the amount of any outstanding fees or charges.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year set forth above.

The LaJolla Development Group LLC

By: _____ Date: _____
Name: Matthew DiNofia
Title: OWNER/ MANAGING MEMBER

CITY OF LAS VEGAS REDEVELOPMENT AGENCY,
a public body, corporate and politic

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Matthew DiNofia _____ as Owner/ Managing Member __ of The LaJolla Development Group LLC ____.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

This instrument was acknowledged before me on the ____ day of _____, 2019 by CAROLYN G. GOODMAN as Chair of the City of Las Vegas Redevelopment Agency.

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THAT PRTION OF THE NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 35, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.B. & M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 35 DISTANT THEREOF SOUTH 89° 59' WEST 50 FEET FROM THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED BY VERA INGRAM LOVE TO VANCE A. GEIGLEY, ET AL, BY DEED RECORDED FEBRUARY 2, 1949, SHOWN AS DOCUMENT NO. 277077 CLARK COUNTY, NEVADA RECORDS; THENCE NORTH 0° 37' WEST ALONG THE WEST LINE OF SAID CONVEYED PARCEL TO A POINT IN THE SOUTH LINE OF FREMONT STREET (ORIGINAL ALIGNMENT);

THENCE NORTH 62° 15' WEST ALONG THE SAID SOUTH LINE OF FREMONT STREET A DISTANCE OF 56.5 FEET, MORE OR LESS, TO A POINT DISTANT 50 FEET NORTH 89° 59' WEST MEASURED FROM THE AFREMENTIONED WEST LINE OF THE PARCEL CONVEYED TO VANCE A. GEIGLEY, ET AL.

THENCE SOUTH 0° 37' EAST AND PARALLEL WITH THE LAST MENTIONED WEST LINE TO A POINT IN THE SOUTH LINE OF THE SAID NORTHWEST QUARTER (NW 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4);

THENCE NORTH 89° 59' EAST ALONG THE LAST MENTIONED SOUTH LINE, A DISTANCE OF 50 FEET TO THE POINT OF BEGINNING

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DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is set back from the south side of Fremont Street as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

The Façade Easement granted herein shall terminate five (5) years from the date of execution of the recordation of this Façade Easement Deed without further action upon the City of Las Vegas Redevelopment Agency.

ATTACHMENT 5

SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS

1.	**Signage Enhancements**	**$7,000.00**
2.	**Parking lot replacement**	**$16,000.00**
3.	**Landscape**	**$4,500.00**
4.	**Security Cameras and lighting**	**$3,500.00**
5.	**Security Gates**	**$5,000.00**
6.	**Permits and interior upgrades per City**	**$7,500.00**
7.	**Paint etc.**	**$6,500.00**
TOTAL ESTIMATED PROJECT COSTS		$50,000.00
Estimated CVIP Grant		**$25,000.00**

*Note – Items in bold are "Pre-approved Qualified Exterior Improvements".

Schedule of Improvements

Work will be completed within 180 days of execution of the Agreement.

ATTACHMENT “6-A “

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

VIP Contracting Entity Information

Corporate Name: The LaJolla Development Group llc

Mailing Address: 888 Prospect St #200, LaJolla CA 92037

Business Phone: 858-775-6888

Tax ID or Social Security Number: 30-0761593

Ownership Interest

Estate in Severalty 100% Tenancy in Common _____ Joint Tenancy _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all persons/individuals holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Matt DiNofia	888 Prospect St #200 92037	858-775-6888

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: N/A

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **REAL PROPERTY**

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: vip disclosure of ownership

Date of Attached Document: 1/3/19

Number of Pages: 1

Certification of Disclosure of Ownership/Principal - Real Property

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: [signature]

Date: 1/3/19

State of ~~Nevada~~ CA California
County of ~~Clark~~ San Diego

This instrument was acknowledged before me on Jan. 03, 2019 (date) by Matthew Dinofia (name of person)

[signature]

Notary Public

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

ATTACHMENT “6-B”

DISCLOSURE OF PRINCIPALS – BUSINESS

See Attached

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

VIP Contracting Entity Information

Corporate Name: The Lot Folk Development Group llc

Mailing Address: 888 Prospect #200 92037

Business Phone: 858-775-6888

Tax ID or Social Security Number: 30-0761593

Type of Business

Sole Proprietor _____ Partnership _____ Limited Liability Company X

Corporation _____

Disclosure of Ownership/Principals:

In the space below, the Contracting Entity must disclose all **persons/individuals** holding more than one percent ownership interest in the real property.

Full Name & Title	Business Address	Business Phone
Matt DiNofia	888 Prospect St #200 92037	858-775-6888

Additional Ownership/Principals

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Principals – Continuation" until full and complete disclosure is made.

If continuation sheets are attached, please indicate the *number of sheets*: _____

VIP DISCLOSURE OF OWNERSHIP/PRINCIPALS – **BUSINESS**

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document: VIP Disclosure of Ownership/Principals

Date of Attached Document: 1/3/19

Number of Pages: 1

Certification of Disclosure of Ownership/Principal - Business

I certify, under penalty of perjury, that all the information provided in this certificate is current, complete and accurate.

Signature: _____

Date: 1/3/19

State of ~~Nevada~~ California
County of ~~Clark~~ San Diego

This instrument was acknowledged before me on Jan. 03, 2019 (date) by Matthew Dinofia (name of person)

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

_____
Notary Public

ATTACHMENT " 7 "

PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

See Attached

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Matt DiNofrio, being first duly sworn, depose and state under penalty of perjury as follows:

1. I am a corporate officer, managing member, or sole proprietor of the LaJolla Developing, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 1924 Fremont St 89101 ("Site"), as more particularly described by the VIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I either own the site, or have a leasehold interest in the site for a minimum of five years subsequent to the effective date of this agreement.

   Assistance from the Agency will allow me to make improvements to the site that I could not otherwise do. This will result in substantial benefit to the Redevelopment Plan Area and the neighborhood adjacent to the Site because of one or more of the following reasons (check one or more):

   a. Encourage the creation of new business or other appropriate development; ☒
   b. Create jobs or other business opportunities for nearby residents; ☒
   c. Increase local revenues from desirable sources; ☐
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ☒
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ☒
   f. Require for their construction, installation or operation the use of qualified and trained labor; ☐ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ☒
3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the business owner; ☒ or
   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or
   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ☐ or
   d. The exterior improvements to the property or business do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

VIP PARTICIPANT **AFFIDAVIT & EMPLOYMENT PLAN**

Participant agrees to submit to the Agency its documentation that evidences that no reasonable means of financing are available to the Participant.

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ___C___(initial) Landlord must verify
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ___C___(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ___C___(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ___C___(initial)

5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment opportunities by setting an example to other property/business owners to renovate their property/business and help create more employment opportunities through an expansion of business and renovation of vacant storefronts. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.

DATED this ___3___day of ___January___, ___2019___.

Authorized Signature: ___[signature]___

SIGNED AND SWORN TO before me

this ___03___ day of ___Jan.___, ___2019___, by ___Matthew Dinofia___

[signature]

NOTARY PUBLIC

My Commission Expires: Sept. 26 2019

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

ATTACHMENT “8”

VIP REAL PROPERTY OWNER CONSENT

See Attached

VIP PARTICIPANT **REAL PROPERTY OWNER CONSENT**

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

I, Matthew DiNofia, owner and/or authorized representative of APN# 139-358-03-0001 also commonly known as 1934 Fremont St 89101, hereby consent to the proposed exterior improvements on the above-listed property and consent to the participation in the Visual Improvement Program, which are to be undertaken by _____, the tenant and/or business owner.

I also, hereby agree to and understand that in conjunction with participation in the Visual Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/or business owner will have the option to repurchase the façade easement and building maintenance agreement from the Agency during the five-year period.

DATED this 3 day of January, 2019.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 03 day of Jan, 2019, by Matthew Dinofia

NOTARY PUBLIC
My Commission Expires: Sept. 26, 2019

OLGA ABUAITA
COMM. # 2128039
NOTARY PUBLIC • CALIFORNIA
SAN DIEGO COUNTY
Comm. Exp. SEPT. 26, 2019

SITE MAP

1924 E. Fremont Street

Site Location



La Jolla Development Group LLC

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
15

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Contract No. 190266-SK, Blanket Services Contract for Land Surveying Services - Department of Public Works - Award recommended to: WALLACE MORRIS KLINE SURVEYING, LLC. (Not-to-Exceed $150,000 Annually - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $150,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for task orders for land surveying services for various projects related to the city's Capital Improvement Projects. Award of this contract is recommended by the City of Las Vegas consultant selection committee. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Wallace Morris Kline, LLC, is located in Las Vegas Nevada.

RECOMMENDATION:
Approve as recommended for a one year term with two one-year renewal options. Signature authority is granted to the Purchasing Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 190266-SK
2. Certificate - Disclosure of Ownership/Principals

190266-SK LAND SURVEYING SERVICES - WMK

BLANKET SERVICES CONTRACT
FOR
LAND SURVEYING SERVICES

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 **Wallace Morris Kline Surveying**, (the "Consultant"), a **LLC.** whose address is **5740 S. Arville Street, Suite 206, Las Vegas, Nevada 89118**.

W I T N E S S E T H:

WHEREAS, the City intends to construct VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; and

WHEREAS, with respect to each Project, 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; and

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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.***

A. ***Definition.*** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. 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 thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

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 and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order 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 Contract, 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 Contract.

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 contract with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant contract 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 for **1 YEAR** 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 ***Task Orders*****.** Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.

6.03 ***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.

6.04 ***Renewals.*** The City may, at its sole option, extend the term of this Contract for up to **TWO ONE-YEAR RENEWAL PERIODS** beyond the initial term in 6.01. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

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 on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.02 plus City approved reimbursable expenses identified in Section 7.04. In no event shall the fee exceed the fee identified in the Fee Breakdown, **Exhibit "D"** and direct salary rates, **Exhibit "E,"** attached hereto, pursuant to invoices submitted in accordance with Section 7.05 of this Contract.

7.02 ***Multiplier.*** Exhibit D, Article 401.1 provides the multiplier is established for this contract. The multiplier includes costs associated with, but not be limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.04 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

7.03 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

7.04 ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.05 ***Payment Invoicing.*** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Article 101 (Preliminary and General Items and Exhibit D (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.

7.06 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may incurred have for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, 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 Contract 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 Contract.

7.07 ***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 six (6) 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 work performed and accepted by the City, 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 actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

10.02

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.

10.03 ***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.

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

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

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

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

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

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

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

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

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

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

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

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

10.05 ***Ownership of Documents.***

A. ***Architectural Works.*** The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.04, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written agreement executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

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 by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

B. ***Delivery of Documents.***

(i) In the event of the completion of this Contract 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 Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract 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 Contract for any disputed payment claims.

C. ***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.

D. ***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 Contract, 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.

10.06 ***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 Contract 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 Contract. 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 $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.

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 $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.

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 Contract. 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 Contract, 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 Contract 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 Contract 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 Contract. Claims made insurance (Professional Liability-10.05 D) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

H. ***Certificates of Insurance.*** The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized agent, 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 the Consultant 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)
Email: certContract@instracking.com
Email copy to: clvinsurance@lasvegasnevada.gov

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 ● Fax: 562-435-2999

A certified, true, and exact copy of the insurance policies required herein shall be promptly 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 thirty (30) days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

10.07 ***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.

10.08 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract 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.

10.09 ***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.

10.10 ***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.

10.11 ***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.

10.12 ***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.

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

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

10.15 ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

10.16 ***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.

10.17 ***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.

10.18 ***Site Inspection.*** The Consultant represents that, prior to executing each Project Task Order, 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.

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

10.20 ***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.

10.21 ***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 contract 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.

10.22 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 contract 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 contract 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.

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

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

10.25 ***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.

10.23 ***Counterparts; Electronic Delivery.*** This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.24 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of December 2018.

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

CITY OF LAS VEGAS

By_____
Edward O'Neal, Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

Seth T. Floyd
Deputy City Attorney 4/8/19

Deputy City Attorney Date

CONSULTANT

By_____
Jason Kline, Principal

LIST OF EXHIBITS

Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " CERTIFICATE OF DISCLOSURE

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

100.2 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.

100.3 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services:
Land Surveying Services

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

100.5 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

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

100.6.1 The City shall provide:
100.6.1.1 A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
100.6.1.2 The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
100.6.1.3 User accounts for Consultant's access to the MasterWorks software.

100.6.2 The Consultant shall provide:
100.6.2.1 Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
100.6.2.2 Information using the forms, screen views, and information fields provided in the software and training materials.
100.6.2.3 Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
100.6.2.4 Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
100.6.2.5 Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
100.6.2.6 Frequent monitoring of the MasterWorks software.

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

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

END OF EXHIBIT “A”

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

200.2 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.3 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 CONTRACT RENEWALS. The initial performance period shall be from the Award Date through and including April 30, 2020. The City may, at its sole option, extend performance period for up to **TWO** one-year periods beyond April 30, 2020. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

300.2 TASK ORDER. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

400.1 The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **$150,000.**

ARTICLE 401:

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Article 500), times a multiplier of 3.5, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task orders. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the 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.

401.2 Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

401.3 The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders 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 and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

END OF EXHIBIT "D"

EXHIBIT "E"

COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, 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	MAXIMUM HOURLY RATE*
PLS	$55.00
LSI	$32.00
CAD Technician	$29.50
Clerical	$20.00
Field Party Chief	$35.00
Field Crew Member	$22.50

* Hourly rates represent straight-time salary. Rates may be adjusted for city-approved overtime

ARTICLE 501: ADDITIONAL SERVICES RATES

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

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

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

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

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

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Any reimbursable expenses will be defined in the subsequent Task Orders.

502.2 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.

502.3 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.

502.4 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.

502.5 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.

502.6 Should travel and per diem expenses be so authorized by the City:

502.6.1 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.

502.6.2 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.

502.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

502.6.4 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 for this Blanket Contract: **Alan Riekki**
600.2 CITY REPRESENTATIVE'S SUPERVISOR: **Rosa Cortez**

600.3 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 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 or additions require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: **Jason Higgins**
601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: **Jason Kline**

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of licensed Land Surveyor:
Jason Higgins

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Land Surveyor license number:
13601

601.1.5 PRIMARY CAD TECHNICIAN:
List name of primary CAD technician:
Scott Turner

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 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 or additions require City approval.
602.1.1 None. All work to be performed by Consultant employees.

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: Wallace Morris Kline Surveying	**Services for:** Project Name
Address: 5740 S. Arville Street, Suite #206 Las Vegas, NV 89118	
Telephone: 702-212-3967	**Project Number:**
EIN or DUNS : 46-4458257	

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.	Wallace Morris Partners (80% of WMK)	5740 S. Arville St, Suite 206, Las Vegas, NV 89118	702-212-3967
2.	Kevin Wallace (45% of WMP)	5740 S. Arville St, Suite 206, Las Vegas, NV 89118	702-212-3967
3.	Craig Morris (40% of WMP)	5740 S. Arville St, Suite 206, Las Vegas, NV 89118	702-212-3967
4.	Jerry Slater (7.5% of WMP)	5740 S. Arville St, Suite 216, Las Vegas, NV 89118	702-284-5300
5.	Ken Hannifan (7.5% of WMP)	5740 S. Arville St, Suite 216, Las Vegas, NV 89118	702-284-5300
6.			
7.	EKS Holdings (20% of WMK)	6291 Carol Butte Court, Las Vegas, NV 89141	702-686-5505
8.	Jason Kline (100% of EKS)	6291 Carol Butte Court, Las Vegas, NV 89141	702-686-5505
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

2-22-19
Date

Subscribed and sworn to before me this 22nd day of February, 2019

Lydia M. Moore
Notary Public

LYDIA M. MOORE
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 04-17-21
Certificate No: 17-1939-1

EXHIBIT "H"

PROJECT TASK ORDER Number H- ___

Blanket Services Contract Name:	
Consultant Name:	
Contract Services Listed:	
Contract/Option Period From:	To:
Contract/Option Year Not-to-Exceed Fee:	
Aggregate Task Order value for current option year (prior to this Task Order):	
Amount of this Task Order	
Contract amount remaining after this Task Order:	

Whereas the City and Consultant have signed a Blanket Services Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Services Contract to provide services for the following named Project:

Project Name:	
Location:	
Description:	
Construction Cost Budget:	

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services

PROPOSAL INCLUDED. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated , attached and included as Exhibit "H-_-1". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

SCOPE OF PROJECT. The scope and location of the Project is generally described as follows:
Site address: _____
Approximate gross site acreage: _____
Approximate gross building square footage: _____
Offsite improvement area: _____
Improvement description: _____
As shown on the attachment to this Exhibit, titled _____

SCOPE OF SERVICES.

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

The City shall provide:

A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
User accounts for Consultant's access to the MasterWorks software.

The Consultant shall provide:

Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
Information using the forms, screen views, and information fields provided in the software and training materials.

Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
Frequent monitoring of the MasterWorks software.

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

Section B – Required Submittals

In addition to the submittals required by the Blanket Services Contract for the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

Section C – Performance Schedule

For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

1. The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

2. The maximum allowed time to complete each portion of the work is as follows:

BY TASK	CALENDAR DAYS TO COMPLETE	REMARKS
TOTAL	**0**	

Section D – Fee Breakdown

TOTAL COMPENSATION
The total compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $_____. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This total compensation amount is comprised of the parts described in this Section "D" (Fee Breakdown).

BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY RATES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the rates established in the Consultant's attached proposal dated _____based upon the completed and approved services performed. The Consultant agrees to perform the services required under this Task Order for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with this Task Order. The Total Not-to-Exceed Cost shall constitute the maximum compensation to be paid to the Consultant.

SERVICE	NOT-TO-EXCEED COST	REMARKS
	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
TOTAL NOT TO EXCEED COST	$0.00	

The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

ALLOWANCE FOR ADDITIONAL SERVICES

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

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

The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "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.

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 or change order to this Contract to allow them as Reimbursable Expenses.

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

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	$0.00	

Section E – Additional Compensation

Consultant Hourly Rates: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Additional Services Rates: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Reimbursable Expenses: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Section F – Key Personnel List

Unchanged from the description included in Exhibit "F" of the Blanket Services Contract, except as follows:

CITY REPRESENTATIVE:
CITY REPRESENTATIVE'S SUPERVISOR:

Section G – Disclosure

Unchanged since signing Exhibit "G" of the Blanket Services Contract.

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Contract referenced herein.

Dated this _____ day of _____, _____.

By: _____
CONSULTANT
Name, title
Firm Name

By: _____
CITY
Name, Project Manager

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.

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Address: 5740 S. Arville Street, Suite #206 Las Vegas, NV 89118	
Telephone: 702-212-3967	**Project Number:**
EIN or DUNS : 46-4458257	

Block 3: Type of Business

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

City

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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10.			

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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

2-22-19
Date

Subscribed and sworn to before me this 22nd day of February, 20 19

Lydia M. Moore
Notary Public

LYDIA M. MOORE
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 04-17-21
Certificate No: 17-1939-1

City

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
16

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Contract No. 190267-SK, Blanket Services Contract for Land Surveying Services - Department of Public Works - Award recommended to: STANLEY CONSULTANTS, INC. (Not-to-Exceed $150,000 Annually - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $150,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for task orders for land surveying services for various projects related to the city's Capital Improvement Projects. Award of this contract is recommended by the City of Las Vegas consultant selection committee. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Stanley Consultants, Inc. is located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended for a one year contract term with two one-year renewal options. Signature authority is granted to the Purchasing Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 190267-SK
2. Certificate - Disclosure of Ownership/Principals

190267-SK LAND SURVEYING SERVICES - STANLEY

BLANKET SERVICES CONTRACT
FOR
LAND SURVEYING SERVICES

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 **Stanley Consultants, Inc.** (the "Consultant"), a **Corporation**, whose address is **5820 S. Eastern Avenue, Suite 200, Las Vegas, NV 89119.**

W I T N E S S E T H:

WHEREAS, the City intends to construct VARIOUS PROJECTS RELATED TO THE CITY'S CAPITAL IMPROVEMENT PROGRAM (herein individually and collectively the "Project" and "Projects," respectively) which may be known or unknown to the City at the time of the execution of this Contract; and

WHEREAS, with respect to each Project, 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; and

WHEREAS, the parties hereto intend with the execution of this Contract to give to the City the flexibility and ability to determine what services are to be provided by the Consultant on a project by project basis through the issuance of a Project Task Order (herein defined in Section 1.01) thereby eliminating the need of executing separate agreements with the Consultant for each Project.

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.***

A. ***Definition.*** A "Project Task Order" refers to that document which sets forth the specific services to be provided by the Consultant in connection with a particular Project.

B. ***Issuance.*** If so requested by the City, the Consultant shall assist the City in preparing a Project Task Order setting further the services to be provided in connection with a particular Project. The Project Task Order shall be prepared substantially in conformance with the form attached hereto as Exhibit "H." Each executed Project Task Order shall be attached hereto as Exhibit "H" with the appropriate numerical sequence (e.g., H-1, H-2, H-3, etc.) and shall become a part of this Contract.

C. ***Services.*** For each Project Task Order approved and executed by the City, the Consultant hereby agrees to provide the services set forth therein subject to the terms and conditions of this Contract. 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 thereto and incorporated therein as a part of this Contract and, if so requested, the additional services set forth in the Additional Compensation, **Exhibit "E"** attached thereto and incorporated therein as a part of this Contract and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached thereto.

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 and each Project Task Order shall be performed by the personnel identified in the Key Personnel List and by the personnel identified in each Project Task Order 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 Contract, 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 Contract.

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 contract with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant contract 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 for **1 YEAR** 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 ***Task Orders*****.** Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.

6.03 ***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.

6.04 ***Renewals.*** The City may, at its sole option, extend the term of this Contract for up to **TWO ONE-YEAR RENEWAL PERIODS** beyond the initial term in 6.01. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of a renewal option does not commit the City to exercise further options. Renewal option periods shall be executed under the same terms as this Contract unless the parties agree otherwise. Upon the exercise of a renewal option, the Total Not to Exceed Fee shall renew for the same amount as this Contract and expire any unused Not to Exceed Fee from the previous contract or renewal option.

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 on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.02 plus City approved reimbursable expenses identified in Section 7.04. In no event shall the fee exceed the fee identified in the Fee Breakdown, **Exhibit "D"** and direct salary rates, **Exhibit "E,"** attached hereto, pursuant to invoices submitted in accordance with Section 7.05 of this Contract.

7.02 ***Multiplier.*** Exhibit D, Article 401.1 provides the multiplier is established for this contract. The multiplier includes costs associated with, but not be limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.04 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

7.03 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

7.04 ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.05 ***Payment Invoicing.*** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Article 101 (Preliminary and General Items and Exhibit D (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.

7.06 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may incurred have for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, 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 Contract 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 Contract.

7.07 ***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 six (6) 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 work performed and accepted by the City, 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 actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

10.02

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.

10.03 ***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.

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

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

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

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

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

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

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

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

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

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

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

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

10.05 ***Ownership of Documents.***

A. ***Architectural Works.*** The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.04, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written agreement executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

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 by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

B. ***Delivery of Documents.***

(i) In the event of the completion of this Contract 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 Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract 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 Contract for any disputed payment claims.

C. ***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.

D. ***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 Contract, 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.

10.06 ***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 Contract 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 Contract. 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 $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.

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 $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.

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 Contract. 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 Contract, 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 Contract 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 Contract 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 Contract. Claims made insurance (Professional Liability-10.05 D) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

H. ***Certificates of Insurance.*** The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized agent, 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 the Consultant 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)
Email: certContract@instracking.com
Email copy to: clvinsurance@lasvegasnevada.gov

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 ● Fax: 562-435-2999

A certified, true, and exact copy of the insurance policies required herein shall be promptly 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 thirty (30) days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

10.07 ***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.

10.08 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract 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.

10.09 ***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.

10.10 ***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.

10.11 ***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.

10.12 ***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.

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

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

10.15 ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

10.16 ***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.

10.17 ***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.

10.18 ***Site Inspection.*** The Consultant represents that, prior to executing each Project Task Order, 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.

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

10.20 ***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.

10.21 ***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 contract 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.

10.22 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 contract 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 contract 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.

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

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

10.25 ***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.

10.23 ***Counterparts; Electronic Delivery.*** This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

10.24 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of December 2018.

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

CITY OF LAS VEGAS

By_____
Edward O'Neal, Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

Seth T. Floyd
Deputy City Attorney 4/8/19

Deputy City Attorney Date

CONSULTANT

By_____
Mark Freeman, Vice President

LIST OF EXHIBITS

Any conflicts between the proceeding Contract and the following Exhibits shall be governed by the Contract.

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " CERTIFICATE OF DISCLOSURE

EXHIBIT " H " PROJECT TASK ORDER

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 The Scope of Services for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

100.2 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.

100.3 The Scope of Services included in each Project Task Order may include any professional services that the Consultant is capable of providing in support of the City's Capital Improvement Program including, but not limited, to the following services:
Land Surveying Services

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

100.5 Should any portions of the Project contain works provided protection under the Visual Artists Rights Act of 1990 ("VARA"), the Consultant and his subconsultants at all tiers agree to waive and do hereby waive voluntarily all rights to attribution and integrity with respect to any and all claims as may arise under VARA, Nevada Revised Statutes "Works of Art" NRS 597, or any other local, state, foreign, or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar moral rights with respect to any or all portions of the Project, including but not limited to display, removal from display, exhibition, installation, restoration, conservation, storage, study, alteration, destruction, relocation, and any other activities conducted by the City, its officers, employees, agents, contractors, licensees, successors or assigns. The Consultant acknowledges that all such decisions concerning the Project shall be made in the sole discretion of the City, its officers, employees, agents, contractors, licensees, successors or assigns. In addition to the extent such rights may not be waived, Consultant and his subconsultants at all tiers covenant not to assert such rights against the City, its officers, employees, agents, contractors, licensees, successors or assigns.

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

100.6.1 The City shall provide:
100.6.1.1 A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
100.6.1.2 The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
100.6.1.3 User accounts for Consultant's access to the MasterWorks software.

100.6.2 The Consultant shall provide:
100.6.2.1 Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
100.6.2.2 Information using the forms, screen views, and information fields provided in the software and training materials.
100.6.2.3 Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
100.6.2.4 Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
100.6.2.5 Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
100.6.2.6 Frequent monitoring of the MasterWorks software.

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

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

END OF EXHIBIT “A”

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Required Submittals for this Contract shall be as set forth in each subsequently executed Project Task Order, the format of which is attached hereto as Exhibit "H".

200.2 Throughout the course of each Project Task Order, the Consultant shall brief the City Representative on a regular and frequent basis about the progress of the Project. Unless specified otherwise in the Project Task Order, briefings shall occur no less frequently than monthly and shall accompany invoices for payment. The briefings shall be a written report and shall include the following as appropriate to the Project: the status of and impacts to the Project schedule, milestones, budget, land acquisitions, right of way dedications, easements, utility and regulatory agency review status, all Project activity since the last report, current issues, and a forecast of upcoming activity.

200.3 All reports shall be on acid-free white paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: GENERAL

300.1 CONTRACT RENEWALS. The initial performance period shall be from the Award Date through and including April 30, 2020. The City may, at its sole option, extend performance period for up to **TWO** one-year periods beyond April 30, 2020. The City shall provide written notice to the Consultant of such extension, and the Consultant may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

300.2 TASK ORDER. The Performance Schedule for each executed Project Task Order shall be as stated in the Task Order, the format of which is attached hereto as Exhibit "H".

END OF EXHIBIT "C"

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 400: GENERAL

400.1 The Fee Breakdown for this Contract shall be as set forth in each executed Project Task Order, the format of which is attached hereto as Exhibit "H".

400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **$150,000.**

ARTICLE 401:

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Article 500), times a multiplier of 3.15, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task orders. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the 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.

401.2 Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

401.3 The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders 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 and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

END OF EXHIBIT "D"

EXHIBIT "E"

COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, 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	MAXIMUM HOURLY RATE*
PLS	$62.54
LSI	N/A
CAD Technician	$34.92
Clerical	$23.81
Field Party Chief	$36.51
Field Crew Member	$26.03

* Hourly rates represent straight-time salary. Rates may be adjusted for city-approved overtime

ARTICLE 501: ADDITIONAL SERVICES RATES

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

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

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

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

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

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Any reimbursable expenses will be defined in the subsequent Task Orders.

502.2 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.

502.3 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.

502.4 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.

502.5 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.

502.6 Should travel and per diem expenses be so authorized by the City:

502.6.1 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.

502.6.2 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.

502.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

502.6.4 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 for this Blanket Contract: **Alan Riekki**
600.2 CITY REPRESENTATIVE'S SUPERVISOR: **Rosa Cortez**

600.3 CITY REPRESENTATIVE for each subsequent Project Task Order: As stated in each Project Task Order.

ARTICLE 601: CONSULTANT'S PROJECT STAFF

601.1 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 or additions require City approval.

601.1.1 CONSULTANT REPRESENTATIVE: **Alan W. Dill, P.L.S.**
601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: **Dan Wonders, P.E.**

601.1.3 RESPONSIBLE IN CHARGE PERSON
List name of licensed Land Surveyor:
Alan W. Dill, P.L.S.

601.1.4 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Land Surveyor license number:
7808

601.1.5 PRIMARY CAD TECHNICIAN:
List name of primary CAD technician:
Michael Constable

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 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 or additions require City approval.
602.1.1 None. All work to be performed by Consultant employees.

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: Stanley Consultants Inc.	**Services for:** Project Name
Address: 5820 S. Eastern Avenue, Suite 200 Las Vegas , NV. 89119	
Telephone: 702-369-9396	**Project Number:**
EIN or DUNS : 16-922-2424	

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.	See the attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 2

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: StanleyConsultantsDirectorsOfficers(2019)

Date of Attached Document: February 2019 Number of Pages: 2

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.

Mark I Freeman — Mark I. Freeman, PE, Vice President
Name

March 8, 2019
Date

Subscribed and sworn to before me this 8th day of March, 2019

Angela M. Richey — Angela M. Richey
Notary Public



STANLEYCONSULTANTS, Inc
Stanley Building ❯ 225 Iowa Avenue ❯ Muscatine, IA 52761
563.264.6600 ❯ stanleyconsultants.com

February 2019

DIRECTORS

Kevin W. Cavanaugh, 9116 Viaggio Way, Highlands Ranch, CO 80126

William C. Harper, 2232 Hickory Hills Road, Muscatine, IA 52761

Kate C.E. Harris, 6373 Snowberry Lane, Niwot, CO 80503

Michael R. Helms, 1919 Glenwood Drive, Moline, IL 61265

Michael R. Rothberg, 327 Steel Street, Denver, CO 80206

Dale R. Sweere, 2604 Dover Downs Street, Muscatine, IA 52761

Stanley Building ❯ 225 Iowa Avenue ❯ Muscatine, IA 52761
563.264.6600 ❯ stanleyconsultants.com

OFFICERS

February 2019

Chair/President/CEO:	Kate C.E. Harris, 6373 Snowberry Lane, Niwot, CO 80503
Sr. Vice President:	Michael E. Hunzinger, 7054 East Bobwhite Way, Scottsdale, AZ 85266
Vice Presidents:	Kevin W. Cavanaugh, 9116 Viaggio Way, Highlands Ranch, CO 80126 Michael R. Chase, 16413 N. 11th Place, Phoenix, AZ 85022 Jeffrey A. Decoteau, 443 River Oaks Drive, Baton Rouge, LA 70815 Chad J. Daniel, 1001 NE 16th Street, Ankeny, IA 50021 Christopher S. Day, 3484 Big Sky Drive, Muscatine, IA 52761 John P. Downes, 19669 N. Riverside Drive, Jupiter, FL 33469 Shane R. Eckman, 11420 – 84th Avenue North, Maple Grove, MN 55369 Mark I. Freeman, 10608 North 5470 West, Highland, UT 84003 Michelle L. French, 1229 Cypress Point Drive, O'Fallon, MO 63366 William C. Harper, 2232 Hickory Hills Road, Muscatine, IA 52761 Scott A. Hartford, 62 Fair Oaks Street, Leander, TX 78641 Marvinetta L. Hartwig, 5730 N. Lariat Drive, Castle Rock, CO 80108 Michael R. Helms, 1919 Glenwood Drive, Moline, IL 61265 Thomas J. Hickey, 814 Wier Street, Muscatine, IA 52761 Larry R. Johnson, 9313 S. Lark Sparrow Drive, Highlands Ranch, CO 80126 Robert M. Koss, 627 Commons Road, Naperville, IL 60563 Thomas J. Lothspeich, 335 Magowan Avenue, Iowa City, IA 52246 Anthony T. Mardambek, 4639 East Kelly Drive, Gilbert, AZ 85234 Kurt H. Miller, 2044 South 240 West, Washington, UT 84780 Michael J. Muhlenhaupt, 3214 Soaring Eagle Lane, Castle rock, CO 80109 W. Todd Nicoll, 9529 S. Bellmore Lane, Highlands Ranch, CO 80126 Michael R. Rothberg, 327 Steel Street, Denver, CO 80206 Richard E. Stump, 930 Kaheka Street, #202, Honolulu, HI 96814 Rebecca L. Svatos, 510 2nd Avenue, Iowa City, IA 52245 Dale R. Sweere, 2604 Dover Downs Street, Muscatine, IA 52761 Michael J. Veal, 315 Ridgewood Avenue, Davenport, IA 52803 Bruce H. Worthington, 8131 W. Catherine, Chicago, IL 60656
Assistant Vice President, Architecture (IA):	Debashis Sarkar, 4819 Allen Road, Bettendorf, IA 52722
Assistant Vice President, Structural (AZ):	Dan R. Shiosaka, 7002 West Tonto Drive, Glendale, AZ 85308
Secretary:	James A. Nepple, 615 Cedar Street, Suite 101, Muscatine, IA 52761
Assistant Secretary:	Patricia M. Stephenson, 2325 Queens Court, Bettendorf, IA 52722
Treasurer:	William C. Harper, 2232 Hickory Hills Road, Muscatine, IA 52761
Assistant Treasurer:	Christine L. Cole, 2602 Wrotham Heath, Muscatine, IA 52761

EXHIBIT "H"

PROJECT TASK ORDER Number H- ___

Blanket Services Contract Name:	
Consultant Name:	
Contract Services Listed:	
Contract/Option Period From:	To:
Contract/Option Year Not-to-Exceed Fee:	
Aggregate Task Order value for current option year (prior to this Task Order):	
Amount of this Task Order	
Contract amount remaining after this Task Order:	

Whereas the City and Consultant have signed a Blanket Services Contract for the Consultant to provide professional services described in the Contract for the above named project(s), containing a not-to-exceed maximum aggregate fee that has not been fully utilized, and the City desires to utilize the Blanket Services Contract to provide services for the following named Project:

Project Name:	
Location:	
Description:	
Construction Cost Budget:	

The parties do hereby agree to the follow terms and conditions for this Project Task Order:

Section A - Scope of Services

PROPOSAL INCLUDED. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated , attached and included as Exhibit "H-_-1". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

SCOPE OF PROJECT. The scope and location of the Project is generally described as follows:
Site address: _____
Approximate gross site acreage: _____
Approximate gross building square footage: _____
Offsite improvement area: _____
Improvement description: _____
As shown on the attachment to this Exhibit, titled _____

SCOPE OF SERVICES.

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

The City shall provide:

A limited training manual for the MasterWorks software and a maximum of two hours of MasterWorks software training for up to four people at the City's offices.
The cost of any software licenses required by the MasterWorks software manufacturer or distributor.
User accounts for Consultant's access to the MasterWorks software.

The Consultant shall provide:

Training of Consultant personnel required to utilize the MasterWorks software, except as provided by the City above.
Information using the forms, screen views, and information fields provided in the software and training materials.

Electronic notification in the MasterWorks software of any submittals that cannot be transmitted electronically, such as material samples.
Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MasterWorks software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
Frequent monitoring of the MasterWorks software.

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

Section B – Required Submittals

In addition to the submittals required by the Blanket Services Contract for the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form. Submittals to regulatory agencies shall be as required for each agency. It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

Section C – Performance Schedule

For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

1. The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

2. The maximum allowed time to complete each portion of the work is as follows:

BY TASK	CALENDAR DAYS TO COMPLETE	REMARKS
TOTAL	**0**	

Section D – Fee Breakdown

TOTAL COMPENSATION
The total compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $_____. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This total compensation amount is comprised of the parts described in this Section "D" (Fee Breakdown).

BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY RATES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the rates established in the Consultant's attached proposal dated _____based upon the completed and approved services performed. The Consultant agrees to perform the services required under this Task Order for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with this Task Order. The Total Not-to-Exceed Cost shall constitute the maximum compensation to be paid to the Consultant.

SERVICE	NOT-TO-EXCEED COST	REMARKS
	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
TOTAL NOT TO EXCEED COST	$0.00	

The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

ALLOWANCE FOR ADDITIONAL SERVICES

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

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

The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "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.

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 or change order to this Contract to allow them as Reimbursable Expenses.

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

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	$0.00	

Section E – Additional Compensation

Consultant Hourly Rates: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Additional Services Rates: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Reimbursable Expenses: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Section F – Key Personnel List

Unchanged from the description included in Exhibit "F" of the Blanket Services Contract, except as follows:

CITY REPRESENTATIVE:
CITY REPRESENTATIVE'S SUPERVISOR:

Section G – Disclosure

Unchanged since signing Exhibit "G" of the Blanket Services Contract.

Upon execution hereof, this Project Task Order shall be attached to the Blanket Services Contract referenced herein.

Dated this _____ day of _____, _____.

By: _____
CONSULTANT
Name, title
Firm Name

By: _____
CITY
Name, Project Manager

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: Stanley Consultants Inc.	**Services for:** Project Name
Address: 5820 S. Eastern Avenue, Suite 200 Las Vegas , NV. 89119	
Telephone: 702-369-9396	**Project Number:**
EIN or DUNS : 16-922-2424	

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.	See the attached		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 2

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: StanleyConsultantsDirectorsOfficers(2019)

Date of Attached Document: February 2019 Number of Pages: 2

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.

Mark I Freeman — Mark I. Freeman, PE, Vice President
Name

March 8, 2019
Date

Subscribed and sworn to before me this 8th day of March, 2019

Angela M. Richey — Angela M. Richey
Notary Public



AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
17

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Contract No. 190254-JL, ESA 2019 Wastewater Master Plan Update - Department of Public Works - Award recommended to: STANTEC CONSULTING SERVICES, INC. ($1,181,318 - Sanitation Operations and Maintenance Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $1,181,318
Funding Source: Sanitation Operations and Maintenance Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for a comprehensive update of the city's 2012 Wastewater Collection System Master Plan. This update will be utilized by city staff to fund and implement required capacity and serviceability improvements to the existing sanitary sewer system and expand the system to service new development. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2016 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Stantec Consulting Services, Inc. is located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended with signature authority granted to the Purchasing Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 190254-JL
2. Certificate - Disclosure of Ownership/Principals

ENGINEERING SERVICES AGREEMENT
FOR
WASTEWATER COLLECTION SYSTEM MASTER PLAN UPDATE 2019

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 **STANTEC CONSULTING SERVICES**, (the "Consultant"), a **Corporation**, whose address is **3010 W. Charleston Blvd, Ste 100**, **Las Vegas, NV 89102**.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **WASTEWATER COLLECTION SYSTEM MASTER PLAN UPDATE 2019** (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

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

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

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

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

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

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City

for any reason, the Consultant shall, without additional compensation, replace such person or subconsultant with someone acceptable to the City.

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

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

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

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

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

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

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

SECTION TWO
CITY RESPONSIBILITIES

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

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

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

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

SECTION THREE
CHANGES TO CONSULTANT'S SERVICES

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

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

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

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

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

SECTION FIVE
SUBCONSULTANT AGREEMENT

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

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

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

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

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

SECTION SIX
TERM OF AGREEMENT

6.01 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect for two (2) Years from the date of approval unless terminated earlier pursuant to Section 10.02 or 10.03 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

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

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

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

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

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

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

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.01 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this

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

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

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

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

SECTION TEN
MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

Consultant for the purpose of effecting any of the foregoing,

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

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

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

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

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

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

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

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

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

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Agreement from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Agreement. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $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.

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 $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.

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 Contract including, without limitation, the Federal Occupational Health and Safety Act and all state and federal laws prohibiting and/or related to discrimination by reason of race, sex, age, religion or national origin.

10.14 ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing

business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

10.15 ***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.

10.16 ***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.

10.17 ***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.

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

10.19 ***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.

10.20 ***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.

10.21 ***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.

10.22 ***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.

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

10.24 ***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.

10.25 ***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.

10.26 ***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_____
Edward O'Neal, Manager, Purchasing & Contracts

ATTEST

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 4/9/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Steven P. Weber, Stantec Consulting Services

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"

CITY OF LAS VEGAS

2019 MASTER PLAN UPDATE

SCOPE OF SERVICES

PROJECT DESCRIPTION

This exhibit describes the CONSULTANT's Scope of Work to update the 2012 Wastewater Collection System Master Plan (Master Plan Update) for the CITY of Las Vegas (CITY). The Master Plan Update will be utilized by CITY staff to fund and implement required capacity and serviceability improvements to the existing sanitary sewer system and expand the sanitary sewer system to serve new development. The Master Plan Update will include the recommended sewer improvement and expansion projects with project descriptions, estimated costs, and proposed capital improvement plan (CIP) schedule.

The CONSULTANT's Scope of Work is described below. The major task headings are:

Task 1 – Compile Existing Documents and Data 13
Task 2 – Develop New Hydraulic Model Interface with CITY GIS 14
Task 3 – Prepare Population Projections 16
Task 4 – Update Land Use and Zoning Data 16
Task 5 – Review Sanitary Sewer Design and Cost Criteria 18
Task 6 – Review Flow Monitoring Data, Recalibrate and Verify Model 19
Task 7 – Revise Sewersheds and Network Configuration for Future Scenarios 20
Task 8 – Perform Hydraulic Analysis and Identify Deficiencies of Existing System 21
Task 9 – Update Sanitary Sewer System Expansion and Relief Projects 21
Task 10 – Update Capital Improvement Program 23
Task 11 – Prepare Master Plan Update 24
Task 12 – Project Management 25

Task 1 – Compile Existing Documents and Data

CONSULTANT shall request available information from the CITY. CONSULTANT shall be entitled to rely upon, and shall not incur any liability for relying upon, any information or data provided by the CITY for hydraulic model development or inclusion in the hydraulic model. Necessary data from the CITY include:

- Up-to-date hydraulic model.
- latest GIS information on sewer attributes (pipe and manholes). CITY has indicated that the model will be enhanced to include 8-inch pipe in the downtown redevelopment area. CONSULTANT assumes that the downtown area piping already includes 8-inch pipe data.
- Information related to sewer system operations (e.g. influent pump operation at WWTP, flow diversion strategy and settings). CONSULTANT shall review the operation data and develop an understanding of how the sewer system is currently operated.

- SCADA information of WWTPs.

- Recent condition assessment reports and known problem areas.

- Current and future land use and zoning plans, anticipated CITY boundary changes, facility planning reports for Durango Hills Water Resource Center, parcel mapping, CBER and UNLV population studies, current and future street and other transportation plans, and other information that may influence pipeline alignments.

- CONSULTANT access to FlowView Website to obtain the flow data for the City's 30 permanent flow meters.

- Copies of existing interlocal agreements between the CITY and Clark County or any other entity. CONSULTANT has the December 21, 2016 agreement with Clark County.

- As-builts for constructed/commissioned projects that are not already incorporated into GIS. CONSULTANT shall collect as-built information from the CITY for the CIPs that were constructed after the completion of 2012 Master Plan. CONSULTANT shall compare the difference between these CIPs and the CIPs that were projected from the 2012 Master Plan.

Work Product: *Data request.*

Assumption: *The CITY will provide GIS information within 5 business day after NTP. The City will provide non-GIS information within 15 business days of data request.*

Task 2 – Develop New Hydraulic Model Interface with CITY GIS

The purpose of this task is to enhance the functionality of the hydraulic model based on the latest CITY GIS information, as well as to develop a protocol that the CITY can use to periodically update/rebuild this model in the future, following GIS updates. CONSULTANT shall complete this task using an iterative process with input from the CITY, as depicted in Figure 1.

Subtask 2.1 – CITY Provide Latest GIS Data. City will provide the latest GIS data for review.

Work Product*: Draft GIS preparation protocol.*

Subtask 2.2 - Revise Sewersheds and Establish Model Extents for CITY Existing Service Area. The CONSULTANT shall revise the sewersheds boundaries and update the pipe network using CITY-provided changes to the sewershed boundaries. The model network shall consist of sewers 10-inch in diameter or larger, and their associated manholes. The CONSULTANT shall include selected 8-inch diameter sewers and their associated manholes where modeling requires it and for the locations in the downtown redevelopment area. In addition, diversion structures located on the existing sewer system shall be included in the model.

Assumption: *The CITY will provide changes to sewershed boundaries. The existing setting of diversion structures shall be assumed like ones in the 2012 Wastewater Collection System Master Plan Report and this shall be confirmed with the CITY.*

Work Product: *Revised sewershed GIS file for existing service area and updated network for existing system.*

Subtask 2.3 – GIS Data Transfer to Hydraulic Model. In each model build iteration, CONSULTANT shall utilize the GIS data and the protocol developed to build a new water networks model, using the latest GIS data available.

Subtask 2.4 – Model Checks, Reviews and Validation. CONSULTANT shall review and check the model after each model build iteration. CONSULTANT shall validate the model and identify any data problems in the model or needs for modification and addition of GIS data.

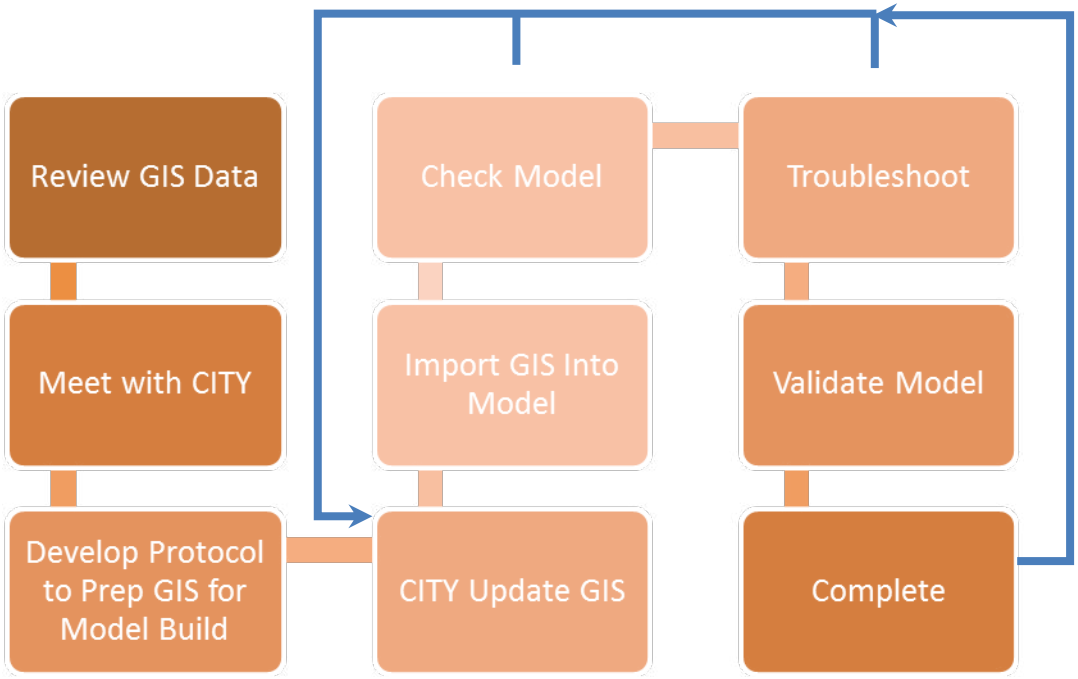

Figure 1. Tasks Necessary to Interface GIS with the Model

Subtask 2.5 – Troubleshoot and Confirm Model. The CITY will provide the current version of the model. The CONSULTANT shall review and confirm the functionality of the model. When the networks in the model cannot be validated, CONSULTANT shall identify the causes of data problem and networks invalidation; provide the CITY a list of corrections needed to the source data (GIS); and provide new GIS metadata for 2019 and 2069 flow. CONSULTANT has assumed up to 100 hours of troubleshooting. Consultant assumes that it may be necessary to repeat the cycle up to three times.

Where gaps are identified, CONSULTANT shall develop a list of field data needed in the case of data conflict cannot be resolved with available data. CITY shall review and approve the field data list prior to any field investigation. After field investigation is completed, the CITY shall update their GIS using the field investigation results. In the next iteration, the CONSULTANT shall update the model using the new GIS data. These additional needs are assumed for the downtown redevelopment area.

The CONSULTANT shall update the sewer attributes using 1) City-provided GIS, and 2) field investigation results. The CONSULTANT shall update the model representation of sewer system operations (influent pump at the WWTP, flow diversion, etc.). The CONSULTANT shall update the model representation of sewer conditions based on City-provided condition assessment reports, if available.

Assumption: *With the new scope to populate the model from the GIS, as built information will only be input by CITY into CITY GIS. This model will be used for all subsequent tasks.*

Work Product: *Revised updated Model in InfoSWMM.*

Subtask 2.6 – Update Model Maintenance Protocol. CONSULTANT shall develop draft protocol for periodic maintenance of the GIS and hydraulic model interface for review by CITY. This draft protocol includes on how to periodically update the model representation of sewer system operations (influent pump at the WWTP, flow diversion, etc.) and conditions. The procedures for regular model updates will be included in the final Master Plan Update Report.

Work Product: *Draft hydraulic model maintenance protocol.*

Task 3 – **Prepare Population Projections**

Subtask 3.1 – Revise Population Projections. Utilizing CBER and UNLV population data provided by the CITY, the CONSULTANT shall develop population projections from the base year, 2019, through each planning for the years: 2024, 2029, 2039, 2049 and 2069 (assumed build-out) within the service area.

Subtask 3.2 – Meet with the CITY. The CONSULTANT shall hold meeting with the CITY staff to discuss the population projections and the proposed growth rate.

Work Product: *Population projections for planning horizon, agenda and minutes of meetings with CITY.*

Task 4 – Update Land Use and Zoning Data

The purpose of this task is to define the basis of planning for determining future flows and trunk sewer needs for the CITY. Land use mapping and planning criteria will be developed from information available from the CITY'S planning department. The CONSULTANT shall update the existing land use map to reflect these future land development assumptions. Consideration will be given to:

- Impact of Skye Canyon Master Plan Community development;
- Impact of adding Paiute Indian Reservation;
- Boundaries adjacent to the Paiute Indian Reservation along US 95, north of Moccasin and the west boundary near Lone Mountain Road are also subject to change. (including Section 31)
- Incorporation of County Islands.
- Fossil Beds National Monument Park in the current Conservation Transfer Area (CTA) in the northwest part of the CITY.
- Servicing NLV East Half of Decatur (Fossil Beds Visitor Center on East Half of Decatur near Iron Mountain Rd)
- Northwest Business Park north of Paiutes
- Dry Pipe in Jones between Horse and Severance
- Potential New Service Areas
- Future Golf Course/Open Space Development

Subtask 4.1– Meet with the CITY. The CONSULTANT shall hold 1 meeting with the CITY staff to gather information review and discuss existing and future CITY Corporate boundaries.

Work Product: *Meeting materials (lists), agendas, and minutes.*

Subtask 4.2 - Compile Information from Applicable Land Use Plans. The CONSULTANT will compile information from applicable land use documents that encompass the existing and future CITY service area. These documents will include population

and housing information, water and transportation studies, and available development Master Plans. Specific plan and other planning area boundaries will be added to the digital mapping developed in previous tasks. Information on existing and future land uses categories, quantities, densities, locations, and timing will be organized for use in developing land use mapping and planning criteria for the Master Plan. Specific items or areas requiring further information will be identified for discussions with CITY planning staff.

Assumption: *The land use categories and densities developed in the 2012 MPU will be used.*

Work Product: *Summaries of information contained in each planning document as related to the development of Master Plan Update planning criteria and mapping. Maps showing the boundaries of specific plans and other planning areas.*

Subtask 4.3 - Meet with CITY Planning Staff. CONSULTANT will hold up to 2 meetings with the CITY staff to review the land use planning information and obtain input/review prior to completing modeling. Such feedback may include more specific information on near-term developments; anticipated growth rates and timing of development; area-specific residential densities; projected areas of re-development; potential future changes to planning boundaries; and potential new service areas. Two workshops are planned with the CITY. An agenda will be prepared for each meeting, and CITY staff will be invited to suggest agenda items and attend the meeting.

Assumption: *CITY will determine appropriate meeting participants.*

Work Product: *Agenda and minutes of meetings with CITY.*

Subtask 4.4 - Refine Land Use Categories and Densities. CITY and CONSULTANT shall review and confirm if the land use categories and densities have changed since the 2012 MPU. In subsequent tasks, unit flow factors will be applied to each land use category to generate projected wastewater flows.

Work Product: *List of proposed Master Plan land use categories and densities.*

Subtask 4.5 - Determine Development Timing. Based on the information obtained in the previous Subtasks, the CONSULTANT will identify areas of future development, redevelopment, and infill and their associated land use categories. The CONSULTANT will use the land use files developed in 2012 MPU and modify as necessary to incorporate additional detail for specific development, city-specific land use information, and information on redevelopment and major infill areas. Through discussions with planning staff and developers, the CONSULTANT will identify the anticipated timing of development for specific portions of the study area and major developments. Separate layers on the digital land use map will be developed to delineate anticipated 2019, 2024, 2029, 2039, 2049, and development through 2069 to be used for defining growth scenarios for modeling and phasing of proposed capital improvement projects. The land use projections developed in this task will be compared to available population growth projections by the CITY and others.

Assumption: *One development scenario for each planning horizons. Six scenarios in total.*

Work Product: *Maps delineating* 2019, 2024, 2029, 2039, 2049, and 2069 *development horizons (existing and 5 future planning horizons).*

Subtask 4.6 - Define Existing and Future CITY Service Area. The existing CITY boundary will be shown on the GIS base map to be used for subsequent modeling.

Assumption: *The future CITY service area (the "study area" for this Master Plan) will be delineated based on areas of projected urban land use within the CITY's planning areas and will be based on the results of previous Tasks.*

Work Product: *Map showing existing and future CITY service area boundaries.*

Subtask 4.7 - Prepare Technical Memorandum on Land Use Planning Criteria. The CONSULTANT will prepare a TM summarizing the land use information and proposed land use planning criteria for the Master Plan Update as developed in Task 4.

Work Product: *TM on Land Use Planning Criteria.*

Subtask 4.8 – Conduct Workshops on Land Use Planning Criteria. The CONSULTANT will prepare and participate in up to one half-day workshop to discuss and receive input into land use planning criteria for the Master Plan Update. The CONSULTANT will prepare informational and presentation materials for the workshops. The topics of discussion may include proposed buildout densities for different land use categories and areas of the CITY service area, and the anticipated timing and location of developments. Based on the input received at the workshops, the proposed land use planning criteria will be refined and incorporated into the final draft TM as described under Subtask 4.6.

Work Product: *Workshop informational and presentation materials; workshop agenda and minutes.*

Task 5 – Review Sanitary Sewer Design and Cost Criteria

This task will review the design and cost criteria used in the previous Master Plan for sizing and estimating the construction costs of relief sewer facilities and proposed future trunk sewers.

Subtask 5.1 – Review Previous Master Plan Design Criteria. Criteria developed in the previous master plan are assumed to be used in this master plan update.

Subtask 5.2 – Update Cost Criteria. The CONSULTANT will review construction bid tabulations from trunk sewer projects constructed by the CITY and others in the Las Vegas Valley within the last 3 years. Unit construction costs will be developed for components of sewer construction, including bypass pumping, pipe and manhole installation, sheeting and shoring, dewatering, pavement removal and replacement, and traffic control. The CONSULTANT will also review trenchless construction projects for trunk sewer replacement and new construction. The review of potential construction methods will consider expected useful life and other factors that affect life cycle costs. Allowances traditionally included for engineering design, construction inspection, and legal costs will also be evaluated. In newly developed or redevelopment areas, other contributors, environmental mitigation, coordination with other agencies, and easement and right-of-way acquisition will be included in the cost criteria.

Assumption: *CITY will provide construction project bid tabulation for the last 3 years.*

Work Product: *Proposed unit costs and cost allowances for construction of trunk sewers.*

Subtask 5.3 - Prepare TM on Design and Cost Criteria. The CONSULTANT will prepare a TM summarizing the cost criteria highlighting significant changes since 2012.

Work Product: *TM on Cost Criteria*

Task 6 – Review Flow Monitoring Data, Recalibrate and Verify Model

Flow data will be obtained from the permanent flow monitoring sites, reviewed and the model will be recalibrated for the 2019 dry weather condition. Flow monitoring data from up to 30 sites shall be used in recalibration.

Subtask 6.1 – Review/Update the Flow Monitoring Data. The CONSULTANT shall review the up to 12-months of flow monitoring data from the CITY's 30 permanent city flow meters. The CONSULTANT shall review the data quality and determine the adequacy for meeting model recalibration objectives. The CONSULTANT shall establish expectation of the flow data usage in Subtask 6.3. The CONSULTANT shall provide recommendations to improve flow monitoring data collection, if needed, and determine whether the current permanent flow monitoring network still represent a good coverage of the system. The CONSULTANT shall revise the land use contribution data associated with parcels connected to the sewer system from the Wastewater Collection System Master Plan Report and revise the flow inputs to the model.

Assumption: *Data are assumed to be useable as downloaded. Additional data scrubbing will not be necessary. If problematic data are encountered, the CITY may direct the CONSULTANT to perform Additional Services to troubleshoot the data.*

Work Product: *List of flow meters to be used for calibration and recommendation for flow monitoring data collection improvement, if needed*

Subtask 6.2 – Develop Input Flows and Revise Point Loads for the Existing Condition. Point loads shall be updated in the model by the CONSULTANT where load changes have been identified. The CONSULTANT shall include the flow from North Las Vegas in the Model. The Point loads flow list will be developed with the CITY. CONSULTANT shall identify the point loads flow difference between the 2019 horizon scenario from 2012 Master Plan Update effort and the CITY's provided updated list.

CONSULTANT shall identify dry-weather days based on Clark County rainfall data. CONSULTANT shall determine a representative 2018-2019 weekday and weekend dry-weather flow for up to 30 flow monitoring locations to support model calibration. CONSULTANT shall compare weekday and weekend diurnal pattern for up to 30 flow monitoring locations. CONSULTANT shall identify any significant variation of dry-weather flow characteristics throughout the year. CONSULTANT shall conduct a dry-weather flow balance check across the permanent flow monitoring network to access the data usability for model recalibration.

Assumption: *The CONSULTANT's InfoSWMM license will be used for this task.*

Work Product: *A list of the point loads for the existing scenario. 2018-2019 representative dry-weather hydrograph for up to 30 flow monitoring location, including weekday and weekend diurnal pattern. A final data usability analysis for model recalibration.*

Subtask 6.3 – Recalibrate and Verify Model. CONSULTANT shall calibrate the sewer system hydraulic model for 2018-2019 dry weather condition using data from the permanent flow monitoring sites. The CONSULTANT shall recalibrate the model within 10% of the reliable flow monitoring data. The CONSULTANT shall use depth as the primary calibration parameter and supplement by velocity and flow data.

Assumption: *Wet-weather has minimal influence on the performance of the sewer system and thus, wet-weather calibration is not needed. CONSULTANT may begin this task two months after the Task 2 start day. Sewer attributes could be modified as part the model calibration progress, while awaiting field data confirmation.*

Work Product: *Recalibrated dry weather condition Model for the existing 2019 horizon.*

Subtask 6.4 - Prepare Model Calibration Technical Memorandum (TM). The CONSULTANT will prepare a TM documenting the development of the hydraulic model, data files, and GIS interface. The TM will also describe the model calibration process and results.

Assumption: *City and Consultant will participate in one model calibration review meeting to facilitate completion of the review. The technical memorandum review comments will be provided at the review meeting.*

Work Product: *TM on Model Calibration. Provide a portable hard drive of the calibrated model.*

Task 7 – **Revise Sewersheds and Network Configuration for Future Scenarios**

This task will update the overall sewer drainage and system configuration for the existing developed areas and currently undeveloped areas of the CITY service area for the future horizons.

- The Desert Breeze WRC and the Bonanza Mojave WRC are assumed to be decommissioned in the 5-year horizon, 2024. The diversion will be turned off.
- The Durango Hills WRC is assumed to be decommissioned in the 10-year horizon, 2029.
- A gravity solution will be investigated to replace the Lone Mountain Lift Station. The TM prepared in the previous MPU, will be reviewed and updated.

Subtask 7.1 – Revise Future Sewersheds. The CONSULTANT shall update and revise the sewershed boundaries from the 2012 Model. Sewersheds will be delineated in sufficient detail to develop the layout of future trunk sewers down to 10-inch diameter. A preliminary verification will be made that areas within the proposed sewersheds can be served by 8-inch collector mains with sufficient cover.

Work Product: *Updated map showing revised sewersheds.*

Subtask 7.2 – Revisit Trunk System Configuration for Undeveloped Areas. The existing interceptor system and the basic trunk sewer configuration will serve as the starting point for developing the future trunk system. The CONSULTANT will review the trunk system developed in 2012 Master Plan and revise it to reflect the new CITY's boundary.

Work Product: *Preliminary updated trunk sewer system configuration for undeveloped areas.*

Subtask 7.3 – Develop Input Flows and Revise Point Loads. Point loads shall be updated in the model by the CONSULTANT based on the population projections, new sewersheds and trunk system configuration. The CONSULTANT shall also update point load projections for hotels/casinos, high-rise residential developments and other large flow generators.

Input flows for the hydraulic model for each of the (five) future horizons will be revised to include modified point loads provided by the CITY, and updated future flows based on land use phasing using Scenario Manager™. The CONSULTANT shall develop updated future flows for the model by overlaying the revised digital land use and revised development phasing layers on the future service area map. The planning unit use flow criteria will be used to compute sewershed flows using Load Allocator™. Flows will be developed under a separate scenario for each future scenario (2024, 2029, 2039, 2049, and 2069).

Assumption: *The point load list for all five future horizons shall be developed with the CITY.*

Work Product: *Projected Wastewater Flow Technical Memorandum summarizing the results of Task 7.*

Task 8 – Perform Hydraulic Analysis and Identify Deficiencies of Existing System

The hydraulic model will be used to identify deficiencies in the existing system under the baseline condition and future growth horizons and to refine the sizing of future trunk sewers. The model results will form the basis for system improvements in Task 10.

Subtask 8.1 – Conduct Model Simulations. The CONSULTANT will conduct model simulations of the existing trunk sewer system and the future trunk sewer network. Model runs will be conducted for dry weather conditions for existing, 2019, and for future 2024, 2029, 2039, 2049, and 2069 horizons.

Work Product: *Output from model runs.*

Subtask 8.2 – Identify System Deficiencies for Existing and Future Conditions. In conjunction with CITY staff, the CONSULTANT will review and revise the criteria for identifying deficiencies in existing sewers. The criteria are assumed to be based on an allowable depth of flow to diameter ratio (d/D) or percentage of full pipe capacity under peak flow conditions. Using the established criteria, the deficiencies will be identified through review of model output. Thematic maps created in GIS based on the model results will be generated to present these results.

Subtask 8.3 – Meet with the CITY. The CONSULTANT shall hold two half day workshops with the CITY to review and discuss Model Results, evaluate alignments, and generally finalize the approach for the master plan.

Subtask 8.4 – Summarize Model Results. The CONSULTANT will prepare a TM summarizing the results of the model simulations and the identified system deficiencies.

Work Product: *Technical Memorandum on Model Results and Capacity Deficiencies.*

Task 9 – Update Sanitary Sewer System Expansion and Relief Projects

Recommended trunk sewer expansion projects for 2024, 2029, 2039, 2049, and 2069 build-out growth horizons (five future horizons) will be updated. Proposed trunk alignments were developed in the previous Master Plan but will be revisited for this master plan update. Preference will be given to selecting alignments along existing roads or future roads. Other alignment issues such as railroad, freeway, and creek crossings, potential major utility conflicts, wetland areas, and availability of right-of-way, will also be considered.

The CONSULTANT will develop alternatives for trunk system facilities to accommodate areas of development. Rough estimates of probable construction costs will be developed for purposes of alternative comparison and discussion. To address uncertainties with regard to cost, schedule, permitting, and other parameters the Crystal Ball™ software tool will be utilized.

Subtask 9.1 – Establish Screening Criteria and Conduct Initial Screening. The CONSULTANT will work with CITY team to develop alternative criteria that can be used to screen out projects that are not worth further consideration. Possible screening criteria categories include technical, permitting, institutional and cost. The CONSULTANT will first identify potential projects and will conduct initial screening to determine which projects will be analyzed further. Then, a workshop will be held to review the screening

process, revise the results as needed, and gain agreement on which projects will be analyzed further through hydraulic modeling, assessment, cost estimating, and other subsequent more detailed studies. Up to 3 Alternatives will be formulated for further analyzed in Subtask 9.2 and 9.3.

Assumption: *The CITY will make decision on which improvement projects for further analyzes within 3 days after the workshop described in Task 9.1*

Work Product: *Workshop, Alternatives to be evaluated in Subtasks 9.2 and 9.3*

Subtask 9.2 – Review and Develop Sewer Expansion Project Alternatives. The CONSULTANT will develop project alternatives for alignments of new trunk sewers required to serve future development. Workshops will be used as part of the alternatives evaluation process.

Work Product: *Maps showing project alternatives for new trunk sewers and interim facilities for developing areas.*

Subtask 9.3 – Conduct Workshops on Alternative Projects. The CONSULTANT will conduct two half-day workshops to discuss proposed project alternatives. The workshops will be attended by key CITY staff and other interested parties as requested by the CITY (e.g., other County staff, CITY representatives, developer's engineers, etc.). The workshop will be organized by sewershed. The CONSULTANT will present and discuss the proposed project alternatives and solicit input from the workshop participants. Other project issues, such as project prioritization and phasing, could also be addressed at these workshops. Primary coordination to include CITY Flood Control and Roadway Planning.

Assumption: *The CITY will provide inputs within 3 days on proposed alternatives after the workshops described in Task 9.3*

Work Product: *Workshop materials, agendas, and minutes.*

Subtask 9.4 – Review and Develop Sewer Relief Project Alternatives. The CONSULTANT will develop additional capital projects to address capacity deficiencies identified in the updated model. CDP will be used a part of the alternatives evaluation process. For capacity deficiencies in existing trunk sewers, alternatives may include replacement or paralleling of existing deficient trunk sewers, diversions to other trunks, and/or construction of new sewers along different alignments. The CONSULTANT will also review the Unlined RCP Sewer Evaluation and Rehabilitation projects to determine if rehabilitation needs identified may dictate alternative solutions to capacity problems in trunk sewers that need structural rehabilitation.

For relief sewer projects of significant size (diameter and/or length) or located in major traffic or utility corridors, the CONSULTANT will research potential utility conflicts (storm drains plus other utilities 21 inches and larger in diameter) and identify projected road improvement work and traffic issues though discussions with CITY, County, and utility agency staff. The focus of this task will be on identifying potential fatal flaws or significant constructability issues with regard to pipeline alignments.

Assumption: *3 alternatives will be developed in subtask 9.4 and evaluated in subtask 9.5*

Work Product: *Maps showing alternatives for trunk sewer relief projects.*

Subtask 9.5 – Rerun Hydraulic Model to Confirm Projects. The CONSULTANT will incorporate input received at the review workshops into the model and recommended trunk sewer project alignments and facilities. Digital mapping will be developed for the

sewershed plans. The maps will show the final trunk sewer and sewershed boundaries, proposed pipeline alignments, slopes, and approximate rim and invert elevations at key junction points; and locations and sizes of interim facilities.

Work Product: *Digital mapping of recommended trunk sewer projects; quantity estimates for use in cost estimating.*

Subtask 9.6 – Develop Cost Estimates. The CONSULTANT will develop preliminary opinions of probable construction costs and estimated capital costs for the recommended trunk sewer expansion projects. The estimates will be based on the cost criteria updated in Task 5 and will be presented in 2019 dollars. Opinions of probable construction cost (OPCC) will be considered conceptual planning level estimates with a Class 4 level of accuracy (minus 30 percent to plus 50 percent). This level of estimate is considered appropriate for system master planning and represents a "reconnaissance grade" cost opinion as specified by the Association for the Advancement of Cost Engineering International.

Work Product: *Planning level estimates of probable construction costs and capital costs for recommended improvement projects.*

Subtask 9.7 – Establish Hydraulic-Based Project Triggers. The CONSULTANT will use the project trigger(s) developed in the previous MPU. Examples of hydraulic-based project triggers are: d/D of 0.75 to watch projects and 0.9 as the maximum to trigger a new capital project. CONSULTANT will estimate the relationship between the planned horizon and the hydraulic triggers.

Subtask 9.8 – Summarize Project Descriptions. The CONSULTANT will summarize the individual improvement projects for the first ten years (on a sewershed basis) for incorporation into the Master Plan Update. These summaries will be like the 2008 document. They will include maps showing the project alignments and locations, project descriptions (alignment, pipe sizes, design flows), the specific deficiencies to be corrected by each project, project cost estimates, and estimated design and construction durations. Projects will fall into two categories: (1) those related to capacity problems within the existing sewer system, and (2) those needed to serve new development (most of which will involve projects outside of the existing system, but some of which will fall within the existing system).

Work Product: *Technical Memorandum on Recommended Improvement Projects for the Existing Trunk Sewer System and Expansion Projects. The project Hydraulic Triggers will be documented. Each horizon will have an unprioritized list of projects with a companion map.*

Task 10 – **Update Capital Improvement Program**

A Capital Improvement Program schedule will be developed for projects. Projects will fall into two categories: (1) those related to capacity problems within the existing sewer system, and (2) those needed to serve new development (most of which will involve projects outside of the existing system, but some of which will fall within the existing system).

Subtask 10.1 – Prioritize and Schedule Capital Improvement Projects. The CONSULTANT will develop a methodology for prioritizing projects and develop a preliminary schedule for the Capital Improvement Program. CONSULTANT will first develop a preferred implementation schedule for the capital improvement projects that will be based on capacity and sewer condition needs, time required for design/permitting/construction, and interdependencies between projects (e.g., Project A must be completed before Project B). The preferred timeline for implementing capital improvement projects will be subject to change when integrated with CITY's financial capability.

CONSULTANT will coordinate Capital Improvement Program recommendations with those recommendations developed by the CITY under their Rehabilitation activities. The first category of projects will be prioritized based on the severity of the problem and its

potential impact on CITY customers. Projects in the second category will be phased based on the anticipated timing of new development.

Work Product: *Preliminary Prioritized Schedule / Timing / Sequencing for Capital Improvement Program.*

Subtask 10.2 – Conduct Workshops on Proposed Project Phasing. The CONSULTANT will participate in one half-day workshop to discuss the methodology proposed for project prioritization and phasing and present a preliminary phasing plan. Based on CITY input at the workshop, a proposed Capital Improvement Program schedule will be developed.

Work Product: *Workshop agenda, presentation materials, agenda, and minutes; Capital Improvement Program schedule.*

Subtask 10.3 – Develop Capital Improvement Program. The CONSULTANT will develop a dynamic capital improvement program for the planning horizons 2024, 2029, 2039, 2049 and 2069. CONSULTANT will create an automated Excel spreadsheet containing a list of project descriptions, costs, duration, hydraulic trigger, project dependence, and schedule. This spreadsheet will spread costs over time to create the Capital Improvement Program. Upon agreement with the CITY, an assumed uniform cash flow distribution (e.g., bell shaped curve) over the project duration will be used within the spreadsheet.

Work Product: *Capital Improvement Program spreadsheet for future planning efforts.*

Subtask 10.4 - Prepare TM on Recommended CIP. The CONSULTANT will prepare a TM describing the CIP development methodology and presenting the recommended CIP. This TM will include a "how-to guide" on using project triggers, project-interdependence, and CITY's financial to adjust the implementation schedule of the Improvement Program based on the actual future growth.

Work Product: *TM on Recommended CIP.*

Task 11 – Prepare Master Plan Update

The Master Plan Update report will summarize and present the results and recommendations of the CITY Collection System Master Plan Update per the above tasks.

Subtask 11.1 – Prepare Draft Master Plan Update. The CONSULTANT will prepare a draft Master Plan Update summarizing the evaluation methodology, the results and recommendations of the above tasks. It is anticipated that existing 2012 Master Plan organization will be revised for this update. TMs prepared within the Master Plan Update scope will form the basis for relevant report sections.

The report will be a multi-volume document, with the main volume presenting planning and design criteria and summarizing the recommended projects. The CONSULTANT will also prepare a draft Executive Summary report (approximately 20 pages in length, including tables and figures) targeted for CITY Management and Council members.

Work Product: *Report outline; draft Master Plan Update Report (3 copies of main volume; 3 copies of appendices and trunk sewershed plan volumes); draft Executive Summary report (3 copies). This update will contain one-page writeup for each project along with a map.*

Subtask 11.2 – Prepare Final Master Plan Update Report and Executive Summary. The CONSULTANT will review the CITY's written comments, incorporate changes to the draft Executive Summary and Master Plan, and prepare a final version.

Work Product: *Final Master Plan Update Report (3 copies of main volume; 3 copies of appendices and trunk sewershed plan volumes); final Executive Summary report (3 copies); an electronic copy of the Master Plan Update Report and Executive Summary (pdf format). Native model files, GIS files and Excel spreadsheets.*

Subtask 11.3 – Update Model Training Manual. The CONSULTANT will update the existing training manual for practices that were developed during this project.

Subtask 11.4 – Conduct Hands on Refresher Training. Three CITY staff will participate at the CONSULTANT's office, while the CONSULTANT performs calibration up to a maximum of 16 hours.

Assumption: *CITY staff are assumed to participate in person with CONSULTANT.*

Work Product: *Assumed 16 hours CITY training.*

Work Product: *Final Master Plan Update Report (3 copies of main volume; 3 copies of appendices and trunk sewershed plan volumes); final Executive Summary report (3 copies); an electronic copy of the Master Plan Update Report and Executive Summary (pdf format). Native model files, GIS files and Excel spreadsheets. This report will also contain a one-page writeup for each project along with a map and project schedule.*

Task 12 – Project Management

Project Management includes monitoring, administration, attendance at regularly scheduled progress meetings with CITY staff and the project Technical Review Committee, and project quality assurance/quality control (QA/QC) activities. The scope of this task assumes a 15-month project schedule.

Subtask 12.1 – Prepare Project Work Plan and Conduct Kickoff Meeting. The CONSULTANT will prepare a project work plan for distribution to CONSULTANT and CITY project team members. The work plan will include the project scope, schedule, and deliverables; identify team member roles, responsibilities, and lines of communication; and list the members of the project user groups and Technical Review Committee with addresses, telephone numbers, and email addresses. The CONSULTANT will conduct a project kickoff meeting with CITY staff to review the draft work plan. The final work plan will be distributed to team members following the kickoff meeting. Updates to the schedule and revisions to the work plan will be provided to team members during the course of the project.

Work Product: *Project Work Plan, kickoff meeting agenda and minutes.*

Subtask 12.2 – Project Monitoring, Administration, and Status Reporting. The CONSULTANT will establish internal project controls to monitor project status, budget, staffing, and schedule on an on-going basis. Budget and schedule status will be reviewed weekly. The CONSULTANT will prepare monthly status reports within 5 working days after the close of the CONSULTANT's accounting month. The status reports will describe the work completed during the previous month, anticipated work for the following month, current budget (including a cash flow curve) and schedule status (including a current schedule pdf and narrative), and project issues requiring discussion or resolution. This Subtask also includes preparation of monthly invoices to the CITY and execution and administration of sub consultant contracts.

Work Product: *Budget and schedule updates, monthly invoices.*

Subtask 12.3 – Project Status Meetings. The CONSULTANT will meet with CITY staff on the average of once every month to review project status and discuss project issues. Informal meeting minutes (bulleted format) will be prepared to document key decisions. A total of 9 project status meetings over the duration of the project are assumed.

Work Product: *Monthly meeting agenda and minutes.*

Subtask 12.4 – Project QA/QC Activities. The CONSULTANT will form an internal technical review committee (TRC) composed of 2 to 3 senior level engineers experienced in sewer master planning, modeling and design. The TRC will perform internal QA/QC activities to review project deliverables and perform checks of engineering calculations and cost estimates throughout development of the Master Plan Update. The technical review team will meet formally two times. The first meeting will take place just before modeling commences. The second meeting will take place before the Workshop in Subtask 9.4.

Work Product: *Minutes of technical review meeting.*

END OF EXHIBIT "A"

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

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

Task 1 - Compile Existing Documents and Data
Work Product: Data request.

Task 2 – Develop New Hydraulic Model Interface with CITY GIS
Subtask 2.1 - CITY Provide Latest GIS Data
Work Product: Review/comments or questions on GIS.
Subtask 2.2 - Revise Sewersheds and Establish Model Extents for CITY Existing Service Area.
Work Product: Revised sewershed GIS file for existing service area and updated network for existing system.
Subtask 2.3 - GIS Data Transfer to Hydraulic Model.
Subtask 2.4 - Model Checks, Reviews and Validation.
Subtask 2.5 - Troubleshoot and Confirm Model.
Work Product: Revised updated Model in InfoSWMM.
Subtask 2.6 - Develop Model Maintenance Protocol.
Work Product: Draft hydraulic model maintenance protocol.

Task 3 – Perform Population Projections
Subtask 3.1 - Revise Population Projections.
Subtask 3.2 - Meet with the CITY.
Work Product: Population projections for planning horizon, agenda and minutes of meetings with CITY.

Task 4 - Update Land Use and Zoning Data
Subtask 4.1- Meet with the CITY.
Work Product: Meeting materials (lists), agendas, and minutes.
Subtask 4.2 - Compile Information from Applicable Land Use Plans.
Work Product: Summaries of information contained in each planning document as related to the development of Master Plan Update planning criteria and mapping. Maps showing the boundaries of specific plans and other planning areas.
Subtask 4.3 - Meet with CITY Planning Staff.
Work Product: Agenda and minutes of meetings with CITY.
Subtask 4.4 - Refine Land Use Categories and Densities.
Work Product: List of proposed Master Plan land use categories and densities.
Subtask 4.5 - Determine Development Timing.
Work Product: Maps delineating 2019, 2024, 2029, 2039, 2049, and 2069 development horizons (existing and 5 future planning horizons).
Subtask 4.6 - Define Existing and Future CITY Service Area.
Work Product: Map showing existing and future CITY service area boundaries.
Subtask 4.7 - Prepare Technical Memorandum on Land Use Planning Criteria.
Work Product: TM on Land Use Planning Criteria.
Subtask 4.8 - Conduct Workshops on Land Use Planning Criteria.
Work Product: Workshop informational and presentation materials; workshop agenda and minutes.

Task 5 - Review Sanitary Sewer Design and Cost Criteria
Subtask 5.1 - Review Previous Master Plan Design Criteria.
Subtask 5.2 - Update Cost Criteria.

Work Product: Proposed unit costs and cost allowances for construction of trunk sewers.

Subtask 5.3 - Prepare TM on Design and Cost Criteria.

Work Product: TM on Cost Criteria

Task 6 - Review Flow Monitoring Data, Recalibrate and Verify Model

Subtask 6.1 - Review/Update the Flow Monitoring Data.

Work Product: List of flow meters to be used for calibration and recommendation for flow monitoring data collection improvement, if needed

Subtask 6.2 - Develop Input Flows and Revise Point Loads for the Existing Condition.

Work Product: A list of the point loads for the existing scenario. 2019 representative dry-weather hydrograph for up to 30 flow monitoring location, including weekday and weekend diurnal pattern. A final data usability analysis for model recalibration.

Subtask 6.3 - Recalibrate and Verify Model.

Work Product: Recalibrated dry weather condition Model for the existing 2019 horizon.

Subtask 6.4 - Prepare Model Calibration Technical Memorandum.

Work Product: TM on Model Calibration. Provide a portable hard drive of the calibrated model.

Task 7 - Revise Sewersheds and Network Configuration for Future Scenarios

Subtask 7.1 - Revise Future Sewersheds.

Work Product: Updated map showing revised sewersheds.

Subtask 7.2 - Revisit Trunk System Configuration for Undeveloped Areas.

Work Product: Preliminary updated trunk sewer system configuration for undeveloped areas.

Subtask 7.3 - Develop Input Flows and Revise Point Loads.

Work Product: Projected Wastewater Flow Technical Memorandum summarizing the results of Task 7.

Task 8 - Perform Hydraulic Analysis and Identify Deficiencies of Existing System

Subtask 8.1 - Conduct Model Simulations.

Work Product: Output from model runs.

Subtask 8.2 - Identify System Deficiencies for Existing and Future Conditions.

Subtask 8.3 - Meet with the CITY.

Subtask 8.4 - Summarize Model Results.

Work Product: Technical Memorandum on Model Results and Capacity Deficiencies.

Task 9 - Update Sanitary Sewer System Expansion and Relief Projects

Subtask 9.1 - Establish Screening Criteria and Conduct Initial Screening.

Work Product: Workshop, Alternatives to be evaluated in Subtasks 10.2 and 10.3

Subtask 9.2 - Review and Develop Sewer Expansion Project Alternatives.

Work Product: Maps showing project alternatives for new trunk sewers and interim facilities for developing areas.

Subtask 9.3 - Conduct Workshops on Alternative Projects.

Work Product: Workshop materials, agendas, and minutes.

Subtask 9.4 - Review and Develop Sewer Relief Project Alternatives.

Work Product: Maps showing alternatives for trunk sewer relief projects.

Subtask 9.5 - Rerun Hydraulic Model to Confirm Projects.

Work Product: Digital mapping of recommended trunk sewer projects; quantity estimates for use in cost estimating.

Subtask 9.6 - Develop Cost Estimates.

Work Product: Planning level estimates of probable construction costs and capital costs for recommended improvement projects.

Subtask 9.7 - Establish Hydraulic-Based Project Triggers.

Subtask 9.8 - Summarize Project Descriptions.

Work Product: Technical Memorandum on Recommended Improvement Projects for the Existing Trunk Sewer System and Expansion Projects. The project Hydraulic Triggers will be documented. Each horizon will have an unprioritized list of projects with a companion map.

Task 10 - Update Capital Improvement Program

Subtask 10.1 - Prioritize and Schedule Capital Improvement Projects.

Work Product: Preliminary Prioritized Schedule / Timing / Sequencing for Capital Improvement Program.

Subtask 10.2 - Conduct Workshops on Proposed Project Phasing.

Work Product: Workshop agenda, presentation materials, agenda, and minutes; Capital Improvement Program schedule.

Subtask 10.3 - Develop Capital Improvement Program.
Work Product: Capital Improvement Program spreadsheet for future planning efforts.
Subtask 10.4 - Prepare TM on Recommended CIP.
Work Product: TM on Recommended CIP.

Task 11 - Prepare Master Plan Update
Subtask 11.1 - Prepare Draft Master Plan Update.
Work Product: Report outline; draft Master Plan Update Report (3 copies of main volume; 3 copies of appendices and trunk sewershed plan volumes); draft Executive Summary report (3 copies). This update will contain one-page writeup for each project along with a map.
Subtask 11.2 - Prepare Final Master Plan Update Report and Executive Summary.
Work Product: Final Master Plan Update Report (3 copies of main volume; 3 copies of appendices and trunk sewershed plan volumes); final Executive Summary report (3 copies); an electronic copy of the Master Plan Update Report and Executive Summary (pdf format). Native model files, GIS files and Excel spreadsheets.
Subtask 11.3 - Update Model Training Manual.
Subtask 11.4 - Conduct Hands on Refresher Training.
Work Product: Assumed 16 hours CITY training.
Work Product: Final Master Plan Update Report (3 copies of main volume; 3 copies of appendices and trunk sewershed plan volumes); final Executive Summary report (3 copies); an electronic copy of the Master Plan Update Report and Executive Summary (pdf format). Native model files, GIS files, and Excel spreadsheets. This report will also contain a one-page writeup for each project along with a map and project schedule.

Task 12 - Project Management
Subtask 12.1 - Prepare Project Work Plan and Conduct Kickoff Meeting.
Work Product: Project Work Plan, kickoff meeting agenda and minutes.
Subtask 12.2 - Project Monitoring, Administration, and Status Reporting.
Work Product: Budget and schedule updates, monthly invoices.
Subtask 12.3 - Project Status Meetings.
Work Product: Monthly meeting agenda and minutes.
Subtask 12.4 - Project QA/QC Activities.
Work Product: Minutes of technical review meeting.

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

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

200.4 Certificates of Insurance

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

Submit certificates of insurance to:

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

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

ARTICLE 301: SCHEDULE OF SERVICES

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

Task	Name	Start	End
1	Compile Existing Documents & Data	Week 1	Week 3
2	Develop Hydraulic Model Interface with GIS	Week 4	Week 12
3	Prepare Population Projection	Week 4	Week 8
4	Update Land Use and Zoning	Week 4	Week 16
5	Review Design and Cost Criteria	Week 4	Week 12
6	Review Flow Monitoring Data, Recalibrate and Verify Model	Week 8	Week 20
7	Revise Sewersheds and Network Configuration for Future Scenarios	Week 8	Week 20
8	Perform Hydraulic Analysis and Identify Deficiencies of Existing System	Week 16	Week 20
9	Update Sanitary Sewer System Expansion and Relief Projects	Week 21	Week 33
10	Update CIP	Week 33	Week 46
11	Prepare MPU	Week 12	Week 43
12	Project Management	Week 1	Week 54

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 **$1,181,416.00**. 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, FIXED FEE BASED ON 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).

Task	Description	Total Hours	Total Project Budget
1	Compile Existing Documents and Data	100	$15,120
2	Develop Hydraulic Model Interface with GIS	777	$126,308
3	Prepare Population Projection	132	$21,836
4	Update Land Use and Zoning	324	$53,068
5	Review Design and Cost Criteria	157	$25,224
6	Review Flow Monitoring Data, Recalibrate and Verify Model	662	$109,030
7	Revise Sewersheds and Network Configuration for Future Scenarios	387	$62,680
8	Perform Hydraulic Analysis and Identify Deficiencies of Existing System	227	$36,748
9	Update Sanitary Sewer System Expansion and Relief Projects	1470	$236,180
10	Update CIP	305	$49,404
11	Prepare MPU	741	$107,300
12	Project Management	1184	$184,420
Basic Services Total		6466	$1,027,318

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 or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

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

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

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

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

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	$154,098.00	

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	225	Per Hour
Co – Project Manager	225	Per Hour
Senior Project Engineer	200	Per Hour
Project Engineer	154	Per Hour
Technician/Designer	140	Per Hour
Clerical	75	Per Hour

ARTICLE 501: ADDITIONAL SERVICES

501.1 Identified subtasks that may be required as additional services are:

Task 13 – Additional Services

Subtask 13.1 – Record Drawing Research. The CONSULTANT shall research the CITY's record drawings to obtain data required for modeling that is not currently included in the CITY's GIS. A level of effort equivalent to 100 hours is assumed for this Subtask.

Subtask 13.2 – Elevation Survey. The CONSULTANT shall determine the ground and invert elevations at manholes to supplement GIS data and resolve datum consistency problems. A level of effort equivalent to ten (10) survey crew days is assumed for this Subtask.

Subtask 13.3 – Flow Monitoring. The CONSULTANT shall identify up to 10 sites within the service area for meter locations for flow monitoring that will be used in the calibration process. CONSULTANT will provide and install 10 area-velocity flow meters for a period of 14 days.

Subtask 13.4 – Meetings. CONSULTANT will participate in up to two one-hour meetings at the CITY's request.

Subtask 13.5 – Assist in the Model Upgrade. The CONSULTANT will assist the CITY with necessary InfoSWMM upgrades as required to access and work with all update data. The CONSULTANT will test out the model and GIS interface to ensure that they are working properly.

Subtask 13.6 – Assist in CITY Council Presentation. The CONSULTANT will assist CITY staff preparing a presentation of the final Master Plan Update Report to the CITY Council. The CONSULTANT will prepare presentation materials and visual aids and assist in discussing technical issues, findings, and recommendations as requested by CITY staff.

Subtask 13.7 Miscellaneous Tasks as Requested by the CITY. Examples include detailing the downtown area model, field investigations, and additional alternatives analysis for project alignments.

501.2 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of **one (1.0)** times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional Service of sub-consultants, the amount

of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

501.3 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.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: **Tim Parks**

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: **Margaret M. Regan**
601.1.2 PROJECT MANAGER: **Margaret M. Regan, PE, PMP**
601.1.3 PROJECT TECHNICAL LEAD: **Carl Chan, PE**
601.1.4 QA/QC ENGINEER: **Nick Anderson, PE**

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE
DISCLOSURE NOT REQUIRED - FEE IS $25,000 OR LESS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1	**Contracting Entity**
Name	Stantec Consulting Services Inc.
Address	3010 W. Charleston, Ste 100 Las Vegas, NV 89102
Telephone	702.878.8010
EIN or DUNS	11-2467170

Block 2	**Description**
Subject Matter of Contract/Agreement:	2019 Master Plan Update
RFP #:	

Block 3 **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company ■ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

Block 4 **Disclosure of Ownership and Principals**

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mustang Acquisition Holdings Inc.	475 Fifth Ave, 12th Floor, New York, NY 10017	780.917.7000
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **Disclosure of Ownership and Principals - Alternate**

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

Margaret Myers
Name

9/20/2018
Date

Subscribed and sworn to before me this 20 day of SEPTEMBER, 2018.

Brittany Lee Norris
Notary Public

BRITTANY LEE NORRIS
Notary Public, State of Nevada
Appointment No. 18-1348-1
My Appt. Expires Jan. 18, 2022

EXHIBIT "G"

CERTIFICATE
DISCLOSURE NOT REQUIRED - FEE IS $25,000 OR LESS

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EIN or DUNS	11-2467170

Block 2 Description

Subject Matter of Contract/Agreement:
2019 Master Plan Update

RFP #:

Block 3 Type of Business

☐ Individual ☐ Partnership ☐ Limited Liability Company ■ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Mustang Acquisition Holdings Inc.	475 Fifth Ave, 12th Floor, New York, NY 10017	780.917.7000
2.			
3.			
4.			
5.			
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Margaret Myers
Name

9/20/2018
Date

Subscribed and sworn to before me this 20 day of SEPTEMBER, 2018.

Brittany Lee Norris
Notary Public

BRITTANY LEE NORRIS
Notary Public, State of Nevada
Appointment No. 18-1348-1
My Appt. Expires Jan. 18, 2022

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☐ Individual ☐ Partnership ☐ Limited Liability Company ■ Corporation

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
(CONTINUED)

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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.

Margaret Mystrom
Name

9/20/2018
Date

Subscribed and sworn to before me this 20 day of SEPTEMBER, 2018.

Brittany Lee Norris
Notary Public

BRITTANY LEE NORRIS
Notary Public, State of Nevada
Appointment No. 18-1348-1
My Appt. Expires Jan. 18, 2022

STANTEC CONSULTING SERVICES INC.

LEGAL STATUS:	Active. Used for US operations.
NOTE:	**This company is listed as a credit party on the credit facility. Any changes to organizational documents or share ownership must be run by Katharine LaFrance/Amy Oygen/Matt Storey.** Advise Jill Miller (Stantec) and Cynthia Shupe (Fennemore Craig) in advance of any changes to this company as it is a participant to the 401(k) Plan (ie. merger, name change or dissolution) SCSI is the Guarantor in a Guarantee dated September 19, 2014. See guarantee memo. SCSI is the Guarantor in a Guarantee dated May 27, 2016. See guarantee memo.
LOCATION OF ORIGINAL MINUTE BOOK:	Stantec
LOCATION OF CORPORATE SEALS:	Shelley Lee, Edmonton Stantec Centre (embossing & rubber) Bill Butler, Bellevue WA Cate Hite, Salt Lake City UT (rubber) Denise Clavelle, Calgary AB Bill Edwards, Auburn NH (embossing & rubber) Christy Leonard, San Luis Obispo CA (embossing & rubber) Scott Murray, Lexington KY (rubber) Eric Nielsen, Irvine CA Robert Ray, Dallas TX Tom Curran/Dave Archer, Rochester NY (embossing & rubber) Gina Maloney, Broomfield CO (embossing & rubber)
INCORPORATION DATE:	August 27, 1929
JURISDICTION OF INCORPORATION:	New York

STANTEC CONSULTING SERVICES INC.

CORPORATE ACCESS NUMBER: 25999

EMPLOYER TAXPAYER ID NUMBER: 11-2167170

NATURE OF BUSINESS: planning, engineering and land surveying (landscape architecture, geology & soil science for special purpose in NC)

CORPORATE HISTORY:

January 1, 2017	Certificate of Merger – merging MWH Americas, Inc. into Stantec Consulting Services Inc.
June 6, 2012	Certificate of Merger – merging ABMB Engineers, Inc. into Stantec Consulting Services Inc.
December 31, 2011	Certificate of Merger – merging Stantec Consulting Corporation into Stantec Consulting Services Inc. The effective time of the merger is 11:59 PM (AST)
July 6, 2010	Certificate of Merger – merging Industry and Energy Associates LLC into Stantec Consulting Services Inc. The effective time of the merger is 12:02 AM (EDT)
July 6, 2010	Certificate of Merger – merging IEA Holdings, Inc. into Stantec Consulting Services Inc. The effective time of the merger is 12:01 AM (EDT).
December 31, 2009	Certificate of Merger – merging Stantec Consulting Inc. into Stantec Consulting Services Inc. The effective time of the merger is 11:59 PM (AST).
June 2/4, 2009	Certificate of Merger – merging Jacques Whitford NAWE, Inc. into Stantec Consulting Services Inc. (Note: The date on the Certificate of Merger as filed in Delaware is June 2, 2009 and as filed in New York is June 4, 2009 due to a clerical error in filing. The effective date and time of the merger is in fact May 31, 2009 at 11:59 PM.)
July 3, 2008	Restated Certificate of Incorporation of Stantec Consulting Services Inc.
December 31, 2007	Certificate of Merger merging DH Testing Services, Inc. into Stantec Consulting Services Inc.

STANTEC CONSULTING SERVICES INC.

November 30, 2007	Articles of Merger merging Neill and Gunter Incorporated into Stantec Consulting Services Inc.
April 19, 2006	Articles of Merger merging DH Acquisition and Dufresne-Henry, Inc. into Stantec Consulting Services Inc.
September 16, 2005	Certificate of Merger merging Universal Energy, Inc. into Stantec Consulting Services Inc.
December 31, 2004	Articles of Merger merging Stantec Consulting Services Inc. into Stantec Consulting Group Inc. and changing the name to Stantec Consulting Services Inc.
June 18, 2004	Certificate of Amendment changing name to Stantec Consulting Group Inc.
April 2, 2004	Articles of Merger merging SB Group Acquisition Inc. into The Sear Brown Group Inc. and changing its name to Stantec Consulting Group, Inc.
May 29, 2001	Certificate of Amendment increasing authorized stock
March 30, 1988	Restated Certificate of Incorporation and corporate name change to The Sear Brown Group Inc.
March 4, 1983	Certificate of Amendment increasing authorized stock
December 9, 1970	Certificate of Amendment increasing authorized stock
November 15, 1968	Certificate of Amendment changing name to Charles E. Ward, Inc.
August 27, 1929	Certificate of Incorporation in the name of Manhasset Civil Engineers, Inc.

REGISTERED AGENT: Corporation Service Company
80 State Street
Albany NY 12207

PRINCIPAL PLACE OF BUSINESS: 370 Interlocken Boulevard, Suite 300
Broomfield CO 80021-8012

NUMBER OF DIRECTORS: consent of majority of the Board of Directors

STANTEC CONSULTING SERVICES INC.

AUTHORIZED SHARE CAPITAL:

3,000,000 common voting shares, par value $0.10 each
250,000 common non-voting shares, par value $0.10 each

RESTRICTIONS ON SHARE TRANSFER:

consent of majority of the Board of Directors

SHAREHOLDERS AGREEMENT:

N/A

SHAREHOLDERS:

Mustang Acquisition Holdings Inc. - 100%

SHARES ISSUED:

551,045.68737 common voting shares
15,123 common non-voting shares

OTHER JURISDICTIONS OF REGISTRATION:

Alabama	Apr 11/05	929-804
Alaska	Nov 24/09	126386
Arizona	Dec 8/09	F-1569462-8
Arkansas	Aug 11/00	100188432
California	Nov 13/09	C3259819
Colorado	Nov 13/09	20091599688
Connecticut	Apr 1/92	0272228
Delaware	Apr 10/07	4331347
DC	May 12/05	
(Note: Must use Stantec Consulting Services P.C.)		
Florida	Nov 14/01	F01000005948
Georgia	Apr 11/05	0523023
Hawaii	Nov 24/09	41321 F1
Idaho	Nov 16/09	C 185167
Illinois	May 11/05	64176021
Indiana	Nov 11/00	2000120400180
Iowa	May 30/08	364150
Kansas	Nov 16/09	4365110
Kentucky	Apr 11/05	0610651
Louisiana	Mar 17/97	34554273F
Maine	Apr 11/06	20060849 F
Maryland	Sep 9/05	F10850964
Massachusetts	Apr 24/06	000922546
Michigan	Nov 9/04	650600
Minnesota	July 2/09	3401583-6
Mississippi	Nov 1/05	880807
Missouri	Jul 30/07	F00833063
Montana	Jun 23/97	F029906
Navajo Nation	Jun 16/17	102245

Nebraska	Jan 5/10	10130773
Nevada	Dec 16/09	E0674502009-7
New Hampshire	May 9/06	557168
New Jersey	Feb 5/88	0100368853
New Mexico	Nov 25/09	4237467
North Carolina	Nov 21/96	0411192
North Dakota	Nov 16/09	26295800
Ohio	Sep 23/94	882042
Oklahoma	Nov 18/08	2312211730
Oregon	Nov 13/09	644410-91
Peru	May 8, 2017	13890025
Pennsylvania	Jul 5/89	1515261
Rhode Island	Apr 24/97	000094763
South Carolina	Oct 4/96	N/A
South Dakota	Jun 23/05	FB029729
Taiwan	April 26/91	23988767
Tennessee	Apr 12/05	0492793
Texas	Apr 13/05	0800479653
Utah	Apr 11/05	5879973-0143
Vermont	Apr 11/06	0081829
Virginia	Dec 4/01	F149319-8
Washington	Jan 1/10	602 529 295
West Virginia	Jun 25/07	94796
Wisconsin	Dec 4/00	S057942
Wyoming	Nov 20/09	2009-000576995

DIRECTORS:

Scott L. Murray
Jeffrey P. Stone

OFFICERS:

President	Gordon A. Johnston
Executive Vice President & Chief Operating Officer	Scott L. Murray
Executive Vice President & Chief Business Officer	Valentino DiManno
Executive Vice President and Chief Practice and Project Officer	Steve Fleck
Executive Vice President	W. Paul Allen
Executive Vice President	David G. Barnes
Executive Vice President	Leonard Castro
Executive Vice President	Marshall W. Davert Jr.
Executive Vice President	Theresa Jang
Executive Vice President	Michael A. Kennedy
Executive Vice President	Blair M. Lavoie
Executive Vice President	Stuart E. Lerner
Executive Vice President	Kirk M. Morrison
Executive Vice President	Eric Nielsen

Executive Vice President	Catherine Schefer
Executive Vice President	Robert Seager
Executive Vice President	Stanis I.R. Smith
Executive Vice President	Russ Wlad
Senior Vice President & CEO - Engineering	Brian Larson
Senior Vice President & CIO	Chris McDonald
Senior Vice President	John Adams
Senior Vice President	Paul J.D. Alpern
Senior Vice President	Richard Andrachek
Senior Vice President	Donald W. Armour, Jr.
Senior Vice President	Jamie Bagan
Senior Vice President	Donal J. Bassett
Senior Vice President	Clayton A. Bock
Senior Vice President	Patrick G. Corser
Senior Vice President	Paul J. DeKeyser
Senior Vice President	Nigel Denby
Senior Vice President	David J. Emery
Senior Vice President	Mario Finis
Senior Vice President	Reno Fiorante
Senior Vice President	Joseph Geller
Senior Vice President	Anton Germishuizen
Senior Vice President	James Grasty
Senior Vice President	Jeffrey Green
Senior Vice President	John J. Hanula
Senior Vice President	David Haywood
Senior Vice President	Fay (Skip) L. Holland
Senior Vice President	David Irvine
Senior Vice President	Isabelle Jodoin
Senior Vice President	Dave Lamontagne
Senior Vice President	Maurice Leger
Senior Vice President	Jon Lessard
Senior Vice President	James E. Lindell
Senior Vice President	Lui Mancinelli
Senior Vice President	John S. Montgomery
Senior Vice President	Bjorn Morisbak
Senior Vice President	Janet L. Mulligan
Senior Vice President	Robert Mullins
Senior Vice President	Michael Newbery
Senior Vice President	James (Jim) R. Obermeyer
Senior Vice President	Eric Overton
Senior Vice President	Simon O'Byrne
Senior Vice President	Dean Palumbo
Senior Vice President	Stephen W.K. Phillips
Senior Vice President	Richard E. Pineo
Senior Vice President	Ward Prystay
Senior Vice President	Ryan Roberts

STANTEC CONSULTING SERVICES INC.

Senior Vice President	Peter Salusbury
Senior Vice President	Asifa Samji
Senior Vice President	Rodney Schebesch
Senior Vice President	Chander K. Sehgal
Senior Vice President	Constantino Senon
Senior Vice President	William F. Shelley
Senior Vice President	Keith Shillington
Senior Vice President	Emree Siaroff
Senior Vice President	Robert A. Simm
Senior Vice President	David Smith
Senior Vice President	Donald J. Spiegel
Senior Vice President	Scott Storlid
Senior Vice President	John Take
Senior Vice President	Glenn S. Tarbox
Senior Vice President	Jonathan R. Treen
Senior Vice President	Brad Wallace
Senior Vice President	Susan Walter
Senior Vice President	Mike Watson
Senior Vice President	Robert A. Wood
Vice President	Frank Aceto
Vice President	Nick Bokaie
Vice President	Donald Del Nero
Vice President	Troy Peoples
Vice President	Michael Reagan
Vice President	Alfonso Rodriguez
Vice President	Jeffrey P. Stone
Vice President	Chris Young
Senior Principal	Keith Morrow
Principal	Robert R. Cunningham
Associate	Jason Schneider
Associate & CEO – Surveying	Jerome Means
Manager	Robert J. Sands
Right of Way Officer	Linda Brown
Right of Way Officer	Geraldine V. Webb
Corporate Counsel	David Archer
Corporate Counsel	Donald Blackwell
Corporate Counsel	William A. Butler
Corporate Counsel	Mike Cavanaugh
Corporate Counsel	Thomas Curran
Corporate Counsel	William J. Edwards
Corporate Counsel	Cate Hite
Corporate Counsel	Katharine LaFrance
Corporate Counsel	Christy J. Leonard
Corporate Counsel	Amy Oygen
Corporate Counsel	Marissa Johnson Prakash
Corporate Counsel	Robert Ray

STANTEC CONSULTING SERVICES INC.

Corporate Counsel	Corey Sanchez
Corporate Counsel	Matthew Storey
Corporate Counsel	John Wood
Secretary	Christopher O. Heisler
Assistant Secretary	Jeffrey P. Stone
Treasurer	Daniel J. Lefaivre

SIGNING AUTHORITY POLICY: Resolution dated June 15, 2018

FICTITIOUS NAMES/TRADE NAMES FILED:

California:

WESTSIDE CM CONNEX	2017 178225	Jul 11/17	Expires: Jul 11/22

YEAR END: December 31

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
18

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Contract No. 190276-JH, Prime Design Services Contract for Ogden Avenue - Main Street to Las Vegas Boulevard - Department of Public Works - Award recommended to: ATKINS NORTH AMERICA, INC. ($802,675 - Road and Flood Capital Projects Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $802,675
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for design of the street improvements including mill and overlay, striping, replacing street trees and street lights where needed, and complete street improvements on First Street and Casino Center from Ogden Avenue to Stewart. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2018 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding is provided by the Regional Transportation Commission. Atkins North America, Inc. is located in Henderson, Nevada.

RECOMMENDATION:
Approve award as recommended with signature authority granted to the Purchasing Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 190276-JH
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
OGDEN AVENUE – MAIN STREET TO LAS VEGAS BLVD.

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 **Atkins North America, Inc**, (the "Consultant"), a **Corporation,** whose address is **2270 Corporate Circle, Suite 200, Henderson, NV 89074**.

PROJECT DESCRIPTION: Street improvements including mill and overlay, striping, replacing street trees and street lights where needed. Complete street improvements on 1st Street and Casino Center from Ogden Avenue to Stewart.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **Ogden Avenue – Main Street to Las Vegas Blvd** (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 Contract 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 Contract 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 Contract, 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 citizen 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 Contract.

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 estimated 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:

A. 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,

B. the subconsultant shall have no more rights against the City than that of the Consultant,

C. 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

D. 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 on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.02 plus City approved reimbursable expenses identified in Section 7.04. In no event shall the fee exceed the fee identified in the Fee Breakdown, **Exhibit "D"** and direct salary rates, **Exhibit "E,"** attached hereto, pursuant to invoices submitted in accordance with Section 7.05 of this Contract.

7.02 ***Multiplier.*** Exhibit D, Article 401.1 provides the multiplier is established for this contract. The multiplier includes costs associated with, but not be limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.04 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

7.03 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

7.04 ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.05 ***Payment Invoicing.*** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Article 101 (Preliminary and General Items and Exhibit D (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.

7.06 ***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 incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, 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 Contract 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 Contract.

7.07 ***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 six (6) 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 work performed and accepted by the City, 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 actual hourly wages or reimbursable costs directly related to execution of the Contract 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:

A. the Consultant was not a contributing cause for the suspension,
B. the Consultant has not received an equitable adjustment under another provision of this Contract, and
C. 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) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

A. The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.04, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written agreement executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

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 by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

B. ***Delivery of Documents.***

i) In the event of the completion of this Contract 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 Contract , the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract 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 Contract for any disputed payment claims.

C. ***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.

D. ***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 Contract, 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 Contract 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 Agree Contract. 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 $350,000 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 $350,000 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 Contract. Any deductible or self-insured retention under the professional liability insurance policy will be the sole responsibility of the Consultant and may not exceed $350,000 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 Contract, 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 Contract 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 Contract 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 Contract. Claims made insurance (Professional Liability-10.05 D) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

H. ***Certificates of Insurance.*** The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized agent, 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 the Consultant 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)
Email: certContract@instracking.com
Email copy to: clvinsurance@lasvegasnevada.gov

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 ● Fax: 562-435-2999

A certified, true, and exact copy of the insurance policies required herein shall be promptly 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 thirty (30) days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

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 Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract , except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract 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:

A. 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,

B. 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,

C. 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

D. 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.

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

10.13 ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

10.14 **"Boycott of Israel"** means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

10.15 ***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.

10.16 ***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.

10.17 ***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.

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

10.19 ***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.

10.20 ***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.

10.21 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.
A.

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.

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

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

B. ***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.

C. ***Counterparts; Electronic Delivery.*** This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

D. ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of December 2018.

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

CITY OF LAS VEGAS

By: _____
Edward O'Neal, Manager, Purchasing & Contracts

ATTEST

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

APPROVED AS TO FORM

By: John S. Ridilla 4/9/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT – Atkins North America, Inc.

By: _____
Harshal Desai, P.E.

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT " H " DISCLOSURE OF OWNERSHIP

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

100.1.1 Project Overview Description

Location:
Ogden Avenue - Main Street to Las Vegas Boulevard (LVB), 1st Street - Ogden Avenue to Stewart Avenue, Casino Center Boulevard - Ogden Avenue to Stewart Avenue, and 3rd Street - Ogden Avenue to Fremont Street.

Scope:
Ogden Avenue – The improvements to Ogden Avenue will include resurfacing of the roadway by either a mill and over lay or pavement reconstruction based on a pavement evaluation to be prepared by the CONSULTANT. Ogden will be restriped to two lanes in each direction, with a center turn lane and on-street parking on the north side of the roadway between Casino Center and LVB. It is not anticipated that the existing curb line will be reconstructed to accommodate the proposed lane configuration. Turning analysis will be prepared for the new lane configurations and geometric changes. Traffic signals at Ogden/1st, Ogden/3rd and Ogden/4rd will be replaced with new signals. Traffic signals at Ogden/Main and Ogden/Casino Center will be modified, as needed, to align with new roadway geometry. CCTV cameras will be installed at all signals. A Rectangular Rapid Flashing Beacon (RRFB) pedestrian crossing will be installed on Ogden Avenue between 1st and Casino Center. Smart City infrastructure will be installed, connecting existing facilities under Main Street to improvements being installed on Las Vegas Boulevard. FAST ITS communication system including underground conduit, fiber optic cable, and associated equipment will be installed at all signals and tied into existing FAST network. Sewer manhole rehabilitation and spot repairs will be included in the bid package.

Casino Center Boulevard and 1st Street – These cross streets will receive Downtown Centennial "complete streets" design elements where feasible. Streetscape enhancements will include mill and overlay with new striping, widened sidewalk with landscape, new Centennial style streetlights, pedestrian crossings, and on-street parking. LVVWD has requested a new 8-inch water line be installed in Casino Center, if LVVWD proceeds with this work it will be done by an interlocal agreement between the CITY and LVVWD and paid for as an Additional Service.

DMS signs will be installed on the three approaches to the Casino Center / Freemont Street intersection. This includes two overhead DMS signs on Ogden (eastbound and westbound directions) and one overhead DMS sign on Casino Center Boulevard for the southbound direction. New DMS communications conduits will be installed to interconnect these new devices to the existing Fremont Street experience infrastructure and to the FAST network

MOT – The project's design shall include an analysis and recommendations for maintenance of vehicular and pedestrian traffic during construction.

Two separate Bid Packages will be required.

- The first bid package will include Ogden Ave from Main St to Casino Center Blvd and include 1st St from Ogden Ave to Stewart Ave and Casino Center Blvd from Ogden Ave to Stewart Ave.
- The second bid package will include Ogden Ave from Casino Center Blvd to 4th St.
- A third package will be prepared and provided to the LVB Improvements Project for construction. This package will include Ogden Ave from 4th St to LVB.

The project will require coordination with on-going CITY design projects and private resort development projects, including but not limited to,

- Las Vegas Boulevard – Stewart Avenue to Washington Avenue
- Downtown Pedestrian Improvements Project Phase 1 (New traffic signal at Stewart and 1st St)
- Circa Hotel and Casino
- Fremont Hotel and Casino
- Downtown Grand Hotel and Casino

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 Regional Transportation Commission of Southern Nevada Regional Bicycle and Pedestrian Plan
100.4.1.16 Regional Transportation Commission of Southern Nevada Complete Streets Initiative

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 only two suitable brand names/model numbers are commercially available state "or approved equal". If only one suitable brand name/model number is commercially available 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

100.6.15.1.9 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 as 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 –Not Used
100.6.18.5 Article 105 – 100% Design Phase
100.6.18.6 Article 106 – Bid Phase
100.6.18.7 Article 107 – Not Used
100.6.18.8 Article 108 – Not Used

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 and project schedule reflecting Scope of Work activities identified by the City Representative.

Invoices shall be in the same format and include the same information as specified in the example invoice provided in Exhibit G. The associated certified payrolls and/or time cards shall be included with each invoice. In addition, a copy of the current project schedule must be submitted with each invoice

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.

101.1.4 Project Management Software. Upon City request, Consultant shall utilize the City's **online project management software** for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

101.1.5 The Consultant shall attend twelve (12) monthly coordination meetings with the private resort developments.

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 in the City-provided format, 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 eighteen (18) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a bi-weekly 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.

101.3.1.9 Consultant shall attend twenty (20) monthly coordination meetings to discuss Casino design and construction coordination issues and schedules for the duration of the design and construction of the project. The consultants Project Manager and other key personnel shall attend these meetings.

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. Utility base drawing will be developed within the SUE Task. The City has identified sanitary sewer manhole rehabilitations to be included in the project. Additional alleyway sewer connections will be constructed at various locations. New service pedestals will be required for proposed signal systems, lighting and DMS signs and a RRFB. This will require close coordination with NVE and due to the accelerated nature of this project it is anticipated that these facilities, excluding conductors, will be included in the bid documents. Similarly, Southwest Gas (SWG) plans to abandon and replace a steel gas line in 3rd Street, this will require close coordination with SWG on design and construction timing of their facility.

101.3.2.1 Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks. **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.**

101.3.2.2 Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.

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%, 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 agreements, applications, 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%, 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 Not used

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 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 Public Outreach

101.5.1 The Consultant will be responsible to coordinate project information and assist City of Las Vegas (City) staff and any other public outreach consultant (if applicable) in conducting public informational meetings and hearings, preparing displays, attendance by staff members who are knowledgeable of the project, and shall be responsible for:

101.5.1.1 Preparing exhibits for the project
101.5.1.2 Assist City staff and any other public outreach consultant (if applicable) in preparing handouts for public information meeting
101.5.1.3 Responding to public comments as part of the record of the meeting
101.5.1.4 Participating in the meeting to explain the project and answer questions
101.5.1.5 Prepare PowerPoint presentations

101.5.2 The Consultant shall assist City staff and any other public outreach consultant (if applicable) with creating, preparing and releasing relevant and timely information regarding project status during design and construction to the following:

101.5.2.1 Elected Officials
101.5.2.2 Media outlets
101.5.2.3 Property owners and tenants
101.5.2.4 Businesses
101.5.2.5 Other stakeholders

101.5.2.6 Deliverables: coordinating, facilitating, attending, preparing exhibits, letters, notices, flyers, meeting minutes and specialty signing (e.g., business information, traffic control, etc.). **If this task is required, it will be paid under additional services.**

101.5.3 Stakeholder Meetings

101.5.3.1 The Consultant will be responsible to coordinate project information and assist City staff and any other public outreach consultant (if applicable) for **two (2)** meetings required with project stakeholders prior to construction and shall be performed to determine the landscape aesthetic treatments on the project. The purposes of the meetings shall be, but not limited to, identifying potential project aesthetic treatment alternatives, locations, determining long term maintenance participation, building consensus among aesthetic stakeholders and choosing a preferred alternative from the three (3) proposed conceptual plans. **If this task is required, it will be paid under additional services.**

101.5.3.2 The Consultant will be responsible to coordinate project information and assist City staff and any other public outreach consultant (if applicable) for **one (1)** Public Outreach Meeting during the project. If more meetings are required, they will be paid for under additional services. **If this task is required, it will be paid under additional services.**

101.5.3.3 Deliverables: coordinating, facilitating, attending, preparing exhibits, letters, notices, flyers and meeting minutes meetings.

101.6 Not used

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. The City shall 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, by the City, 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 City shall provide a Record of Survey. 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 will record the Record of Survey with the Clark County Recorder.

102.1.5.1 Deliverables. Consultant will provide, at each submittal, a separate Horizontal Control Plan showing proposed project geometry and alignment information in the plan set stamped by a Nevada licensed Professional Engineer (PE) per NAC 625.

102.1.6 Survey Control Plan. Consultant will include the City's Survey Control Plan 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.

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. The City shall provide a listing of survey monuments to be replaced for inclusion in the bid package.

102.1.8 Design Topographic Survey. Lidar point cloud data extraction 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. City shall compile 2D planimetrics of all topographic features within project limits consistent with traditional survey deliverables. City shall produce an existing ground DTM (in a Civil 3D Surface format) with relative accuracy to Lidar point cloud data of ±0.05' within project limits. City shall perform field inspection of Lidar point cloud data to ensure inclusion and proper identification of surface features, as well as confirming data reflects current conditions. In the event that Lidar point cloud data is insufficient in particular areas to complete design topographic survey tasks as listed above, the City shall conduct supplemental conventional field survey where necessary and when approved.

102.1.8.1 Topographic Features. The City will provide the following surface features within the project limits are to include (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. The City will provide additional filed survey, as requested by the Consultant, to support the design of the project. 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 City 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. The Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements and/or AEP's. For all right-of-way which must be acquired, the Consultant shall prepare deeds and legal descriptions with property maps showing topographic areas, easements and vesting, if required by the project, as an Additional Service. 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, CONSLULTANT shall prepare no more than ten (10) 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. The City will provide title reports if required.

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 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. if required as an Additional Service. 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 Not used.

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%, 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 Not used

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, which 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, which 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 twenty (20) 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. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.

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 and QL D 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 two (2) bound copies 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.

30% Design Phase Submittal

102.5.6 30% Design Phase Plans

102.5.6.1 The 30% roll plot will 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 roll plot shall be at an adequate scale to clearly show proposed improvements for review. (or other scale as directed or approved by the Engineer). All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

102.5.6.1.1 The 30% submittal shall include a roll plot showing horizontal geometrics, tree locations, striping, street lights, traffic signals, and DMS sign locations.

102.5.6.1.2 Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well).

102.5.6.1.3 Turning analysis for proposed lane and geometric changes

102.5.6.1.4 Geotechnical Report

102.5.7 Not used

102.5.8 Deliverables: Submit two (2) 30% Design Phase roll plots and all associated electronic files of the 30% Design Phase to the City; Submit one (1) 30% Design Phase roll plot (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

102.6 Walk Through. After submittal of the 30% Design Phase roll plot, 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.

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

102.7 Not used

ARTICLE 103: 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 Not used

103.1.1.1 Not Used

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, by City

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), by City

103.1.2.8 Sheet Index with key map

103.1.2.9 Typical Cross Section Sheets

103.1.2.10 Removal Plans

103.1.2.11 Roadway Plans

103.1.2.12 Construction Details

103.1.2.13 Not used

103.1.2.14 Not used

103.1.2.15 Existing Utility Location and Adjustment Plans (SUE Plans)

103.1.2.16 Traffic Striping and Signing Plans

103.1.2.17 Traffic Lighting and ITS Plans, including CLV smart city infrastructure and FAST infrastructure,

103.1.2.18 DMS sign structure details

103.1.2.19 Traffic Signal Plans, including existing traffic signal infrastructure, RRFB plans

103.1.2.20 Not used

103.1.2.21 Not used

103.1.2.22 Planting Plans

103.1.2.23 Irrigation Plans
103.1.2.24 Design Exception Memorandum

103.1.2.25 Deliverables: Submit ten (10) copies of the half scale plans (11″ x 17″) and one (1) copy 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 RTC; 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 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
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 RTC.

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 RTC.

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.

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 70% submittal (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.

ARTICLE 104: 90% DESIGN PHASE – NOT USED

ARTICLE 105: 100% DESIGN PHASE

105.1 100% Design Phase Submittal

105.1.1 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 70% 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 RTC, 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*:* Response to 70% Submittal Comments; Submit five (5) copies of the half scale plans, one (1) 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 (4) copies of Construction Easement Maps and three (3) sets of mail labels of property owners for any requested easements to the City; Submit two (2) 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 RTC. 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 (1) 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 (1) set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One (1) copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two (2) copies of the half scale plans, bound Special Provisions, all associated electronic files and 100% Final Cost Estimate by funding source and two (2) copies of final structural calculations to RTC. One (1) 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.

105.1.4 ADA/PROWAG Design Memorandum – Consultant shall finalize the Design Memorandum prepared with the 70% plans and be responsible to keep this document current through construction completion with any changes that would impact the locations not designed to PROWAG.

105.1.5 Not used

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 At the City's request, 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: NOT USED

ARTICLE 108: NOT USED

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 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	70 Days	Including 21 Day Review
70% DESIGN PHASE	120 Days	Including 21 Day Review
NOT USED		
100% DESIGN PHASE		
Phase 1 – Main to Casino Center	135 Days	Including 21 Day Pre-final Review
Phase 3 – Casino to 4th and UTACs	100 Days	Including 21 Day Pre-final Review, Following completion of Phase 2 Design
Phase 2 – 4th to LVB	100 Days	Including 21 Day Pre-final Review, Following completion of Phase 1 Design
BID PHASE (Phase 1)	90 Days	Following Phases 1 Design
BID PHASE (Phase 3)	90 Days	Following Phase 3 Design
CONSTRUCTION PHASE		Additional Services
POST CONSTRUCTION PHASE		Additional Services
TOTAL CALENDAR DAYS TO COMPLETE:	**705 Days**	

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 **EIGHT HUNDRED TWO THOUSAND SIX HUNDRED SEVENTY FIVE DOLLARS ($802,675.00).** 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 Consultant on the basis of direct salary (Exhibit E – Article 500), times a **multiplier of 3.0** plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the 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.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$652,625.00	

401.2 Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

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 direct salaries and subconsultant costs as detailed in Exhibit E. Work performed will be invoiced and paid in accordance with Section Seven.

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 Amount
101	PRELIMINARY AND GENERAL ITEMS	
101.1	Project Management	$ 41,760
101.2	Kick-Off Meeting and Progress Meetings	$ 38,460
101.3	Utility and Agency Coordination	$ 24,210
101	Subtotal Hours	
101	Subtotal Fee	$ 104,430
102	30% DESIGN PHASE	
102.1	Survey	$ 4,080
102.2	Right-of-Way	$ 6,870
102.3	Records Review, Information Research and Analysis of Data	$ 8,640
102.4	Subsurface Utility Engineering (SUE) Services (20 potholes)	$ 35,380
102.5	Geotechnical Investigation	$ 23,740
102.6.1	30% Design Phase Plans	$ 74,295
102.7	Walk Through	$ 4,050
102	Subtotal Hours	
102	Subtotal Fee	$ 157,055
103	70% DESIGN PHASE	
103.1.2	70% Design Phase Plans	$ 170,035
103.1.3	70% Design Phase Construction Cost Estimate	$ 16,230
103.1.4	70% Design Phase Special Provisions	$ 11,400
103.1.5	ADA/PROWAG Design Memorandum	$ 10,770
103.2	70% Walk Through	$ 4,050
103	Subtotal Hours	
103	Subtotal Fee	$ 212,485
105	100% DESIGN PHASE	
105.1.2	100% Pre-Final (Bond) Submittal	$ 129,815
105.1.3	100% Final (Mylar) Submittal	$ 30,660
105	Subtotal Hours	
105	Subtotal Fee	$ 160,475
106	BID PHASE	$ 18,180
106	Subtotal Hours	
106	Subtotal Fee	$ 18,180
	Total Basic Services Hours	
	Total Basic Services Fee	$ 652,625

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 Consultant Hourly Rates established in Exhibit "E" (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" (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" (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	$150,050.00	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"

COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, 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	**MAXIMUM HOURLY RATE**
Principal	$130
Sr. Project Manager	$110
QC	$110
Project Manager	$90
Senior Engineer	$90
Engineer II	$50
Engineer I	$35
Senior Designer	$60
CAD	$45
PLS	$55
Survey Crew (2-Man)	$70
Clerical	$35

ARTICLE 501: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	**SUBMITTALS**	**SCHEDULE IMPACT**	**FIXED FEE**
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	**$ 32,250.00**
	Right-of-Way	**$ 1,320.00**
	Utility Potholing (10)	**$ 18,920.00**
	Waterline Design	**$ 46,560.00**
	Construction Support	**$ 51,000.00**
	Total Additional Services - Hours	
	Total Additional Services - Fee	**$ 150,050.00**

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

502.2 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.

502.3 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.

502.4 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.

502.5 Estimated Travel and per diem expenses are included not-to-exceed the Basic Services Fees, Additional Travel expenses incurred prior to written authorization shall not be considered for reimbursement.

502.6 Should travel and per diem expenses be so authorized by the City:

502.6.1 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.

502.6.2 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.

502.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

502.6.4 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: LYLE WILCOX, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: ROSA CORTEZ, 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: MATT BAIRD, P.E.

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: KEN HAWKINS

601.1.3 PROJECT MANAGER: JAMES MARRS, P.E.

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: JAMES MARRS, P.E.

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number:

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: N/A

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: PK ELECTRIC

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.1.9 GEOTECHNICAL ENGINEER: NINYO & MOORE

602.1.10 LAND SURVEYOR: N/A

602.1.11 POTHOLING: KCI

END OF EXHIBIT "F"

EXHIBIT "G"

EXAMPLE INVOICE

Project Name:
Project Number
Invoice Number
Invoice Date:

Consultant:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previoisly Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
0	0				$0.00	$0.00			
106	**BID PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
106.4	0				$0.00	$0.00			
107	**CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
107.1	Pre-Construction Meeting				$0.00	$0.00			
107.2	Submittal Review				$0.00	$0.00			
107.3	Construction Support Services				$0.00	$0.00			
107.4	0				$0.00	$0.00			
108	**POST CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
108.1	Record Drawings				$0.00	$0.00			
108.2	0				$0.00	$0.00			
108.3	0				$0.00	$0.00			
108.4	0				$0.00	$0.00			
108.5	0				$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee	$0.00	$0.00						

ASR#	Additional Services Allowance: Total Additional Services Authorized								
		$0.00	$0.00	$0.00	$0.00	$0.00			
1	0					$0.00			
2	0					$0.00			
3	0					$0.00			
4	0					$0.00			
5	0					$0.00			
6	0					$0.00			
7	0					$0.00			
8	0					$0.00			
9	0					$0.00			
10	0					$0.00			
	Total Billed This Invoice:		$0.00						

	Total Billed to date	Total Remaining	Percent Remaining
Basic Services:	0.00	$0.00	
Authorized Additional Services:	0.00	$0.00	
Additional Services Remaining:		$0.00	

Total Base Services Due this Invoice: $0.00

Total Additional Services Billed to Date $0.00

TOTAL AMOUNT OF INVOICE $0.00

CONTRACT NO.:

Page 2 of 2

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT "H"

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: Atkins North America, Inc.	**Services for:** Ogden Avenue – Main Street to Las Vegas Boulevard
Address: 2270 Corporate Circle, Suite 200 Henderson, NV 89074	
Telephone: (702) 263-7275	**Project Number:** 190276-JH
EIN or DUNS :	

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.	Atkins North America, Inc. is a wholly owned subsidiary of The Atkins North America Holdings Corporation. The Atkins North America Holdings Corporation is a wholly owned subsidiary of Atkins US Holdings, Inc. Atkins US Holdings, Inc. is a wholly owned subsidiary of SNC-Lavalin Group, Inc., (traded on the Toronto, Canada exchange). The Atkins North America Holdings Corporation and Atkins North America, Inc. do not own shares in SNC-Lavalin Group, Inc.	4030 West Boy Scout Boulevard, Ste. 700 Tampa, FL 33607	803-282-7275
2.			
3.			
4.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: ____

Date of Attached Document: ____ Number of Pages: ____

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

State of Nevada
County of Clark

Name
Matthew S. Baird, Vice President
3/26/2019
Date

Subscribed and sworn to before me this 26th day of March, 2019

Notary Public

MARIA F. MANN
Notary Public, State of Nevada
Appointment No. 14-12391-1
My Appt. Expires Dec 11, 2021

EXHIBIT "H"

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.

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EIN or DUNS :	

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: ____

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

State of Nevada
County of Clark

Name
Matthew S. Baird, Vice President
3/26/2019
Date

Subscribed and sworn to before me this 26th day of March, 2019

Notary Public

MARIA F. MANN
Notary Public, State of Nevada
Appointment No. 14-12391-1
My Appt. Expires Dec 11, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
19

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve award of Contract No. 190275-JH, Prime Design Services Contract for Alexander Road Overpass at US 95 located on Alexander Road from Tenaya Way to Rancho Drive - Department of Public Works - Award recommended to: JACOBS ENGINEERING GROUP ($842,244.80 - Road and Flood Capital Projects Fund) - Ward 4 (Anthony)

FISCAL IMPACT:
Budget Funds Available
Amount: $842,244.80
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project provides for the design and preparation of contract drawings, special provisions and construction cost estimate for the design of the south half of the Alexander Road overpass at US 95 from Tenaya Way to Rancho Drive, approximately 0.6 miles. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2018 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Funding is provided by the Regional Transportation Commission. Jacobs Engineering Group is located in Henderson, Nevada.

RECOMMENDATION:
Approve award as recommended with signature authority given to the Purchasing Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 190275-JH
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
ALEXANDER ROAD OVERPASS AT US 95

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 **Jacobs Engineering Group**, (the "Consultant"), a **Corporation**, whose address is **2485 Village View Drive, suite 350, Henderson, Nevada 89074.**

PROJECT 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 Construction Cost Estimate for the design of the south half of the Alexander Road Overpass at US 95 from Tenaya Way to Rancho Drive, approximately 0.6 miles.

W I T N E S S E T H:

WHEREAS, the City intends to construct the Alexander Road Overpass at US 95 (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 Contract 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 Contract 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 Contract, 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 citizen 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 Contract.

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 estimated 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:

A. 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,

B. the subconsultant shall have no more rights against the City than that of the Consultant,

C. 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

D. 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 on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.02 plus City approved reimbursable expenses identified in Section 7.04. In no event shall the fee exceed the fee identified in the Fee Breakdown, **Exhibit "D"** and direct salary rates, **Exhibit "E,"** attached hereto, pursuant to invoices submitted in accordance with Section 7.05 of this Contract.

7.02 ***Multiplier.*** Exhibit D, Article 401.1 provides the multiplier is established for this contract. The multiplier includes costs associated with, but not be limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.04 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

7.03 ***Compensation: Additional Services.*** For any services not set forth in the Scope of Services, the City shall pay to the Consultant on the basis of Consultant's direct salary, times the multiplier set forth in Exhibit D in accordance with Exhibit E, provided prior written approval for such services is given by the City Representative.

7.04 ***Compensation: Reimbursable Expenses.*** Direct reimbursable expenses incurred by the Consultant for work performed under this Contract eligible for reimbursement include subconsultant or subcontractor services (provided the Owner has authorized, in writing, said services) and additional line items specified in Exhibit E. The Consultant agrees that all of its authorized reimbursable expenses associated with the performance of this Contract shall be billed at the actual cost incurred by the Consultant without mark-up of any kind.

7.05 ***Payment Invoicing.*** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Article 101 (Preliminary and General Items and Exhibit D (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.

7.06 ***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 incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, 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 Contract 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 Contract.

7.07 ***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 six (6) 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 work performed and accepted by the City, 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 actual hourly wages or reimbursable costs directly related to execution of the Contract 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:

- **A.** the Consultant was not a contributing cause for the suspension,
- **B.** the Consultant has not received an equitable adjustment under another provision of this Contract, and
- **C.** 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) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (b) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (c) make a general assignment for the benefit of creditors, (d) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (e) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,

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

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

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

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

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

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

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

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

10.04 ***Ownership of Documents.***

A. The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.04, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

The Consultant further agrees that neither it nor any of its employees shall exercise any of the rights embodied in the copyrights in or to such Documents, unless authorized to do so by the City under the terms of a separate written agreement executed by the Consultant and the City. The Consultant shall place a conspicuous notation upon each such Document that indicates that the copyright thereto is owned by the City.

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 by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

B. ***Delivery of Documents.***

i) In the event of the completion of this Contract 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 Contract , the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract 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 Contract for any disputed payment claims.

C. ***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.

D. ***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 Contract, 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 Contract 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 Agree Contract. 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 $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.

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 $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.

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 Contract. 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 Contract, 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 Contract 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 Contract 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 Contract. Claims made insurance (Professional Liability-10.05 D) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose"

in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

H. Certificates of Insurance. The Consultant shall deliver to Insurance Tracking Services, Inc. (ITS), the City's authorized agent, 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 the Consultant 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)
Email: certContract@instracking.com
Email copy to: clvinsurance@lasvegasnevada.gov

Account Manager: Michael Palacios
Phone: (888) 435-2955 ext. 503 ● Fax: 562-435-2999

A certified, true, and exact copy of the insurance policies required herein shall be promptly 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 thirty (30) days prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof.

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 Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract , except

the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract 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:

A. 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,

B. 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,

C. 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

D. 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.

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

10.13 ***Certification – No Israel Boycott.*** By signing this Contract, Company certifies that, at the time of Contract signature, it is not engaged in, and agrees for the duration of the Contract, not to engage in a boycott of the State of Israel.

10.14 **"Boycott of Israel"** means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

10.15 ***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.

10.16 ***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.

10.17 ***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.

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

10.19 ***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.

10.20 ***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.

10.21 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.
A.

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.

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

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

B. ***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.

C. ***Counterparts; Electronic Delivery.*** This Contract may be executed in any number of counterparts, each of which shall be an original and all of which shall together constitute one and the same instrument. It shall not be necessary for any counterpart to bear the signature of all parties hereto. Executed copies hereof may be delivered by facsimile or e-mail, pursuant to NRS 719.240, and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

D. ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of December 2018.

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

CITY OF LAS VEGAS

By: _____
Edward O'Neal, Manager, Purchasing & Contracts

CONSULTANT

By: _____
Ken Gilbreth, P.E. Vice President

ATTEST

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

APPROVED AS TO FORM

By: John S. Ridilla 4/9/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

City

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT " H " DISCLOSURE OF OWNERSHIP

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL INFORMATION

100.1 Project Overview

- 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 Construction Cost Estimate for the design of the north half of the Alexander Road Overpass at US 95 from Tenaya Way to Rancho Drive, approximately 0.6 miles.

  Improvements include bridge plans, raised medians, sidewalks, bike lanes, street lighting, LED lighting upgrades, sound walls, ADA/PROWAG upgrades, and bridge aesthetics to match existing bridge.

  The scope also includes:
  - Develop two approach roadway Alternatives to a 15 percent design level- Alternative 1 would include a half roadway section of 5 ft sidewalk, 2 ft Curb and Gutter , a 14 ft outside lane, 2 -11 ft travel lanes and a 7 ft center turn lane-- and Alternative 2 would include a half roadway section of 10 ft sidewalk, 2 ft Curb and Gutter , a 5 ft bike lane including buffer, 2 -11 ft travel lanes and a 7 ft center turn lane.
  - Prepare construction phasing for the bridge construction
  - Prepare conceptual traffic control layouts on US 95 to facilitate obtaining an NDOT Encroachment Permit
  - Prepare Plans to modify the existing tie back wall on the eastside to accommodate the new bridge
  - Change existing street light fixtures to LED
  - Two 4" conduits with P-30 boxes every 500 ft and at either end on the Northside for Smart Cities.
  - One 4" conduits with P-30 boxes every 500 ft and at either end on the Northside for ITS
  - On the southeast corner change the existing chain link fence to wire mesh (City will provide the detail)
  - Provide 12 ft maintenance access along both of sides of the bridge if feasible
  - Underdeck lighting for Alexander/US 95 overpass
  - NDOT coordination to assist City in acquiring NDOT encroachment permit.
  - ROW legal descriptions, AEPs, and TCEs will be included in additional services
  - Aerial mapping along the corridor with a record of survey.
  - Field survey to supplement the aerial mapping.
  - 10 potholes along the corridor.

100.2 Construction Cost Budget

- "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.

- **Construction Cost Budget: To Be Determined**

100.3 Project Contact Information

- 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.

- 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

- 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 Policy on Geometric Design of Highways and Streets (AASHTO)
100.4..2 Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
100.4..3 Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
100.4..4 Regional Transportation Commission of Southern Nevada Policies and Procedures
100.4..5 Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
100.4..6 Manual on Uniform Traffic Control Devices
100.4..7 Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
100.4..8 Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
100.4..9 Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
100.4..10 Las Vegas Valley Water District (LVVWD) Rules and Regulations
100.4..11 Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
100.4..12 Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
100.4..13 Freeway and Arterial System of Transportation (FAST) standards
100.4..14 National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide
100.4..15 Standard Specifications for Highway Bridges, 17th Edition, 2002 (AASHTO)
100.4..16 LRFD Bridge Design Specifications, 8th Edition, 2018 (AASHTO)
100.4..17 NDOT Structures Manual, 2008 with 2011-01 and 2014-01 Revisions

- 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

- 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.

- 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

- 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.

- 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.

- 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.

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

- 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.

- 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.

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

- 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.

- 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.

- 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.

- 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.

- 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.

- 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.

- 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.

- **Plan and Special Provision Production and Submission**

100.6..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..1.1 The aerial topography will be converted to a three-dimensional surface of the existing topography

100.6..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..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..1.4 Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks

100.6..1.5 Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model

100.6..1.6 Three-dimensional grading where more site-specific information is required will be accomplished using Feature Lines

100.6..1.7 Surface elements of the design will be designed three-dimensionally

100.6..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

100.6..1.9 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..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..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..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 Preliminary 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..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.

- **Cost Estimates**

100.6..1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared as 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.

- **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.

- **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..1 Article 101 – Preliminary and General Items
100.6..2 Article 102 – 15% Conceptual Design Phase
100.6..3 Article 103 – 70% Design Phase
100.6..4 Article 104 – 90% Design Phase
100.6..5 Article 105 – 100% Design Phase
100.6..6 Article 106 – Bid Phase
100.6..7 Article 107 – Construction Phase- NOT USED
100.6..8 Article 108 – Post Construction Phase-NOT USED

100.7 Responsibilities of the City

- **The City shall be responsible for the following:**

100.7..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..2 Access arrangements for the Consultant to enter upon City owned property as required to perform their services.

100.7..3 Acquire any property, authorizations to enter property, easements, or other project rights required to construct the Project

100.7..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

- **The City's Review Process**

100.7..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 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..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..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

- 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.

- 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 and project schedule reflecting Scope of Work activities identified by the City Representative.

  Invoices shall be in the same format and include the same information as specified in the example invoice provided in Exhibit G. The associated certified payrolls and/or time cards shall be included with each invoice. In addition, a copy of the current project schedule must be submitted with each invoice

- 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.

- Project Management Software. Upon City request, Consultant shall utilize the City's **online project management software** for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

101.2 Kick-Off Meeting and Design Progress Meetings

- 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 in the City-provided format, 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.

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

- 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.

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

101.3 Utility and Agency Coordination

- 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 Clark County Regional Flood Control District ("CCRFCD")
101.3..2 Clark County Department of Public Works
101.3..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..4 Las Vegas Valley Water District ("LVVWD") and Southern Nevada Water Authority ("SNWA")
101.3..5 Freeway and Arterial System of Transportation ("FAST")
101.3..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..7 Nevada Department of Transportation ("NDOT") and
101.3..8 Other local and state agencies as required.

- 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. Utility base drawing will be developed within the SUE Task.

101.3..1 Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks. **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 Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.

101.3..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.

- 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.

- The Consultant shall submit design plans for review from the various utility companies for the Preliminary, 70%, 90% and Pre-Final submittals.

- 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.

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

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

- 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.

- Deliverables: Project Plans to be sent to the Utility Companies at each design level (Preliminary, 70%, 90% and 100%); and final mylar's with impacted utilities approval signatures.

101.4 Project Permits

- 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.
- The following permits are anticipated for this project:

101.4..1 NDOT Encroachment Permit

- 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.

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

101.5 Public Outreach – Not Used

ARTICLE 102: PRELIMINARY DESIGN PHASE

102.1 Survey

- 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.

- 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.

- 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.

- 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.

- 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 Preliminary design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

102.1..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.

- 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.

- 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.

- 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..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..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 owner's 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 (.This item of work will be under Article 402 Additional Services).

102.2.2 Based on the 15% Selected Alternative 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 Preliminary design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 15% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show 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 submitted 60 days after the selection of 15 percent selected alternative l.

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. This item of work will be under Article 402 Additional Services

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 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.

102.3.4 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, which 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 Preliminary 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, which 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. [
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. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.

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 and QL D 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 Preliminary Design Phase Submittal:

The Geotechnical Report is a compilation of geotechnical information about the Project site discovered during investigations. The Report will consist of recommendations for the bridge structure and retaining walls. New and rehabilitation recommendations will be provided by the City and based on existing as-built information. This report will include boring logs, tests, interpretations and recommendations.
102.5.1 It is anticipated that the geotechnical report may include, but is not limited to the following:
102.5.1.1 Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
102.5.1.2 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.
102.5.1.3 Perform laboratory testing on samples.

102.5.1.4 Identify the corrosive characteristics of the soil.
102.5.1.5 Locate groundwater elevations at each of the borings if the groundwater level is above the bottom of the boring;
102.5.1.6 Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
102.5.1.7 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.
102.5.1.8 Provide recommendation and definition for suitable and unsuitable materials.
102.5.1.9 Make recommendations for the treatment and/or removal of unsuitable bearing soils.
102.5.1.10 Make recommendations for trench safety during excavation.
102.5.1.11 Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.
102.5.1.12 Perform up to **five (5) borings with a depth of 75 feet (two borings), 110 feet (one boring), 100 feet (one boring) and 30 feet (two borings)**. 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.
102.5.1.13 Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.
102.5.1.14 Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
102.5.1.15 Provide recommendations for two cantilever retaining walls (total length less than 200 feet) .
102.5.1.16 If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.
102.5.1.17 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.

102.5.2 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.

102.5.3 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.

102.5.4 Deliverables: The Consultant shall provide two (2) bound copies of the Geotechnical Report to the City's Representative with the Preliminary Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

102.6 Preliminary Design Phase Submittal

102.6.1 Conceptual Alternates
102.6.1.1 The consultant shall prepare two (2) preliminary alternate concepts to 15% design level of the approach roadway improvements. The alternate concepts will be provided to the City Representative as a roll plot plan view of the roadway segment, cross-section exhibits showing the configuration of the right of way, traffic lanes, bike lanes, sidewalk, etc. for each alternative. After the preferred alternative is agreed upon, Consultant shall proceed to ARTICLE 103 - 70% Design Phase Submittal with the preferred alternative and limits as agreed on and directed by the City.
102.6.1.2 The Consultant shall prepare a preliminary Front Sheet showing the bridge in plan, elevation and typical section. The Front Sheet will be developed for the preferred approach roadway Alternative.
102.6.1.3 Deliverables: The Consultant shall provide two (2) sets of roll plot plans, two (2) copies of a typical cross section exhibit for each alternate approach roadway concept and two (2) copies of the bridge Front Sheet.

102.6.2 Hydraulic Analysis
102.6.2.1 Draft 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.
102.6.2.2 Documentation of the hydraulic analyses will be compiled and submitted in a.Draft Final Hydraulic Analysis This report will also include any information, calculations or models that were revised since the Preliminary Design Report was submitted.

102.6.2.3 Deliverables: Submit four (4) copies of the Draft Hydraulic Analysis Report to the City, Submit two (2) copies of the Draft Final Hydraulic Analysis Report to RTC, RFCD, and NDOT

102.7 **Walk Through**. After submittal of the Preliminary Alternative Concepts, 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 Preliminary Design% 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 Preliminary 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 Preliminary 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 Preliminary 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. If this task is required, it will be paid under additional services.

102.8.1.2 Consultant is hereby informed of the purpose of the deliverables in **102.8.1.1** – 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 Design Report and Detailed Hydraulic Analysis – NOT USED

103.1.2 70% Design Phase Plans – This submittal will include further refinement of the selected alternative from the preliminary design 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 Sheet Index with key map
103.1.2.9 Typical Cross Section Sheets
103.1.2.10 Removal Plans
103.1.2.11 Roadway Plan and Profiles
103.1.2.12 Construction Details
103.1.2.13 Storm Drain Plan and Profiles (including lateral plan and profiles) Storm Drain Details
103.1.2.14 Utility Plans
103.1.2.15 Traffic Striping and Signage Plans
103.1.2.16 Lighting/ITS Plans
103.1.2.17 Traffic Signal Underground Plans
103.1.2.18 Traffic Signal Modification Plans, including existing traffic signal infrastructure
103.1.2.19 Traffic Control/Phasing Plans
103.1.2.20 Bridge Design Drawings and Details
103.1.2.21 Design Exception Memorandum

103.1.2.22 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 RTC, RFCD, and NDOT 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 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
103.1.3.2 RFCD
103.1.3.3 SID (CLV)
103.1.3.4 SID (other entity)
103.1.3.5 SNPLMA
103.1.3.6 CLV Sanitation
103.1.3.7 LVVWD (and/or other utilities as applicable)
103.1.3.8 CLV General Fund
103.1.3.9 CLV Nominal Drainage
103.1.3.10 NDOT (Stewardship, STP, Safety-LU, etc.)
103.1.3.11 CMAC
103.1.3.12 CDBG Funds

103.1.3.13 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 RTC, RFCD, and NDOT.

103.1.4 70% Design Phase Special Provisions – Not Used
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 Hydraulic 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 Hydraulic Report and all associated revisions made as applicable.

104.1.1.1 Deliverables: Submit four (4) copies of the Final Design Report to the City, Submit two (2) copies of the Final Design Report to RFCD and NDOT.

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 and shall be checked against the geotech report to verify compatibility of the design. 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.

Independent Structural Review performed on the bridge and wall plans is included in Additional Services.

104.1.2.1 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 RFCD and NDOT; 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 RTC (may require further breakdown within this category, i.e. RTC-Q10, RTC-Arterial Restoration Fund, etc.)
104.1.3.2 RFCD
104.1.3.3 SID (CLV)
104.1.3.4 SID (other entity)
104.1.3.5 SNPLMA
104.1.3.6 CLV Sanitation
104.1.3.7 LVVWD (and/or other utilities as applicable)
104.1.3.8 CLV General Fund
104.1.3.9 CLV Nominal Drainage
104.1.3.10 NDOT (Stewardship, STP, Safety-LU, etc.)
104.1.3.11 CMAC
104.1.3.12 CDBG Funds

104.1.3.13 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 NDOT.

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.

104.2 ADA/PROWAG Design Memorandum – Consultant shall finalize the Design Memorandum prepared with the 70% plans and be responsible to keep this document current through construction completion with any changes that would impact the locations not designed to PROWAG.

104.3 **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.

104.4 **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.

104.5 **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, RTC, and NDOT;. 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*:* Responses to Comments; Submit ten (10) copies of the half scale plans, two full size plans, all associated electronic files, five (5) 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 NDOT. 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 (1) 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; Four (4) sets of original Special Provisions (bound) stamped and signed by a Nevada P.E.; Four (4) copies of the Final Cost Estimate in the City's Bid Schedule Format; Submit four (4) 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 NDOT. 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 At the City's request, 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: NOT USED

ARTICLE 108: NOT USED

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 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	120	
70% DESIGN PHASE	120	
90% DESIGN PHASE	120	
100% DESIGN PHASE	90	
TOTAL CALENDAR DAYS TO COMPLETE:	**450**	

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 Insert **$842,244.80**. 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 Consultant on the basis of direct salary (Exhibit E – Article 500), **times a multiplier of 2.7**, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the 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.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$722,244.80	

401.2 Payments made under this contract will be in accordance with Section Seven - Compensation and Terms of Payment.

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 direct salaries and subconsultant costs as detailed in Exhibit E. Work performed will be invoiced and paid in accordance with Section Seven.

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	Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 25,596.00
101.2	Kick-Off Meeting and Progress Meetings	$ 13,888.80
101.3	Utility and Agency Coordination	$ 17,091.00
101.4	Project Permits	$ 10,125.00
101	**Subtotal Hours**	
101	**Subtotal Fee**	$ 66,700.80
102	**PRELIMINARY DESIGN PHASE**	
102.1	Survey	$ 28,350.00
102.2	Right-of-Way	$ 6,250.00
102.3	Records Review, Information Research and Analysis of Data	$ 1,663.20
102.3.4	Existing Traffic Signal & Equipment Mapping	$ 2,332.80
102.4	Subsurface Utility Engineering (SUE) Services	$ 15,844.80
102.5	Geotechnical Investigation	$ 61,735.00
102.6.1	Conceptual Alternatives	$ 22,658.40
102.6.1.2	Bridge Conceptual Design and Front Sheet	$ 20,239.20
102.6.2	Hydraulic Analysis	$ 27,464.40
102.7	Walk Through	$ 464.40
102.8	Overall Project Scope, Schedule and Budget Review	$ -
102	**Subtotal Hours**	
102	**Subtotal Fee**	$ 187,002.20
103	**70% DESIGN PHASE**	
103.1.1	Design Report and Detailed Hydraulic Analysis- NOT USED	$ -
103.1.2	70% Design Phase Plans	$ 71,917.20
103.1.2a	70% Structural Design	$ 152,096.40
103.1.3	70% Design Phase Construction Cost Estimate	$ 14,601.60
103.1.4	70% Special Provisions- NOT USED	$ -
103.1.5	ADA/PROWAG Design Memorandum	$ 5,238.00
103.2	70% Walk Through	$ 4,978.80
103.3	Structures	$ -
103	**Subtotal Hours**	
103	**Subtotal Fee**	$ 248,832.00
104	**90% DESIGN PHASE**	
104.1.1	Final Hydraulic Report	$ 11,707.20
104.1.2	90% Design Phase Plans	$ 36,568.80
104.1.2a	90% Structural Design	$ 63,925.20
104.1.3	90% Design Phase Construction Cost Estimate	$ 6,868.80
104.1.4	90% Design Phase Special Provisions	$ 16,075.80
104.2	Final ADA/PROWAG Design Memorandum	$ 2,311.20
104.3	90% Walk Through	$ 1,144.80
104.4	Bidability and Constructability (B&C)	$ 8,499.60
104.5	Finalize Permit Applications	$ 3,434.40
104	**Subtotal Hours**	
104	**Subtotal Fee**	$ 150,535.80

TASK	DESCRIPTION	Task Amounts
105	**100% DESIGN PHASE**	
105.1.2	100% Pre-Final (Bond) Submittal	$ 19,823.40
105.1.3	100% Final (Mylar) Submittal	$ 8,591.40
105.1.3a	Final Structural Design	$ 31,298.40
105	**Subtotal Hours**	
105	**Subtotal Fee**	$ 59,713.20
106	**BID PHASE**	
106.1	Pre-Bid Conference	$ 1,566.00
106.2	Bid Requests and Responses	$ 7,430.40
106.3	Bid Opening	$ 464.40
106	**Subtotal Hours**	
106	**Subtotal Fee**	$ 9,460.80
	Total Basic Services Hours	
	Total Basic Services Fee	$ 722,244.80

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 Consultant Hourly Rates established in Exhibit "E" (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" (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" (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	$120,000.00	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 **Drainage Study** – As required by the City, Consultant shall prepare a Drainage Study for the Project.

402.5.8 **Hydrology and Hydraulics** – As required by the City, Consultant shall provide additional hydrology and hydraulics.

402.5.9 **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.

402.5.10 **CLOMR/LOMR PREPARATION:** The CONSULTANT will prepare a Conditional Letter of Map Revision (CLOMR) for submittal to FEMA, in accordance with requirements of the Clark County Regional Flood Control District (CCRFCD) and the Federal Emergency Management Agency (FEMA). This task will include hydraulic analysis of the project improvements using the FEMA approved flowrates, exhibit preparation, review of studies, completion of FEMA Forms, payment of the initial submittal fee, internal QA/QC Review, or any other activity required to support the initial submittal of the CLOMR.. Subsequent to CLOMR approval by FEMA and the completion of the project construction, the ENGINEER will prepare a Letter of Map Revision (LOMR) for submittal to FEMA.

402.5.11 **Public Meetings** – As required by the City, Consultant shall attend and participate in public meetings.

402.5.12 **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.

402.5.13 **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.

402.5.14 **Sewer Design** – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.

402.5.15 **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.

402.5.16 **Structural Design** – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.

402.5.17 **Independent Structural Review –** As required by the City, Consultant shall provide an independent Structural Review on all bridge and wall plans as part of the 90% Design Phase.

402.5.18 **Title Reports** – As required by the City, Consultant shall prepare Title Reports as required for the Project.

402.5.19 **Utility Potholing** – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities.

END OF EXHIBIT "D"

EXHIBIT "E"

COMPENSATION

ARTICLE 500: CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, 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	**MAXIMUM HOURLY RATE**
Principal	$130
Project Manager	$120
Sr. Project Engineer	$110
Project Engineer	$90
Senior Designer	$75
Technician / Designer	$65
Engineering Intern	$55
CAD Tech	$55
Clerical	$40

ARTICLE 501: ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	**SUBMITTALS**	**SCHEDULE IMPACT**	**FIXED FEE**
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

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

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design	$ 3,304.80
	Independent Structural Review	$ 43,092.00
	CLOMR/LOMR	$ 44,205.60
	Structural Design of Drainage Facilities	$ 29,397.60
		$ -
	Total Additional Services - Hours	
	Total Additional Services - Fee	$ 120,000.00

ARTICLE 502: REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

502.2 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.

502.3 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.

502.4 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.

502.5 Estimated Travel and per diem expenses are included not-to-exceed the Basic Services Fees, Additional Travel expenses incurred prior to written authorization shall not be considered for reimbursement.

502.6 Should travel and per diem expenses be so authorized by the City:

502.6.1 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.

502.6.2 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.

502.6.3 Passenger vehicle mileage shall be reimbursed at the rate stipulated by the Internal Revenue Service.

502.6.4 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.

ND OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Anita Marquez, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, 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: Ken Gilbreth, P.E.
601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Jennifer House

601.1.3 PROJECT MANAGER: Ken Gilbreth, P.E.

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Ken Gilbreth, P.E. and Michael Cooper, P.E.

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: 09177 and 09600

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: Wallace Morris Kline Surveying

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.1.9 GEOTECHNICAL ENGINEER: Nova Geotechnical

602.1.10 LAND SURVEYOR: Wallace Morris Kline Surveying

602.1.11 POTHOLING: KCI Technologies, Inc.

END OF EXHIBIT "F"

EXHIBIT "G"

EXAMPLE INVOICE

Project Name:
Project Number
Invoice Number
Invoice Date:

Consultant:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previoisly Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
0	0				$0.00	$0.00			
106	**BID PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
106.4	0				$0.00	$0.00			
107	**CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
107.1	Pre-Construction Meeting				$0.00	$0.00			
107.2	Submittal Review				$0.00	$0.00			
107.3	Construction Support Services				$0.00	$0.00			
107.4	0				$0.00	$0.00			
108	**POST CONSTRUCTION PHASE**	$0.00	$0.00	$0.00	$0.00	$0.00			
108.1	Record Drawings				$0.00	$0.00			
108.2	0				$0.00	$0.00			
108.3	0				$0.00	$0.00			
108.4	0				$0.00	$0.00			
108.5	0				$0.00	$0.00			
	Not-to-Exceed Total Basic Services Fee	$0.00	$0.00						

	Additional Services Allowance:								
ASR#	**Total Additional Services Authorized**	$0.00	$0.00	$0.00	$0.00	$0.00			
1	0					$0.00			
2	0					$0.00			
3	0					$0.00			
4	0					$0.00			
5	0					$0.00			
6	0					$0.00			
7	0					$0.00			
8	0					$0.00			
9	0					$0.00			
10	0					$0.00			
	Total Billed This Invoice:		$0.00						

	Total Billed to date	Total Remaining	Percent Remaining
Basic Services:	0.00	$0.00	
Authorized Additional Services:	0.00	$0.00	
Additional Services Remaining:		$0.00	

Total Base Services Due this Invoice: $0.00

Total Additional Services Billed to Date $0.00

TOTAL AMOUNT OF INVOICE $0.00

CONTRACT NO.

Page 2 of 2

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT "H"

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: Jacobs Engineering Group Inc	**Services for:** Alexander Road Overpass at US 95
Address: 2485 Village View Drive, suite 350, Henderson, NV 89074	
Telephone: (702) 369-6175	**Project Number:**
EIN or DUNS : 95-4081636	

Block 3: Type of Business

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

City

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.	SEE ATTACHED		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

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: List of Active Officers and Directors

Date of Attached Document: 3/14/19 Number of Pages: 2

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

3-14-19
Date

Subscribed and sworn to before me this 14th day of March, 2019

Notary Public

JOSEFA ECK
Notary Public. State of Nevada
Appointment No. 06-102636-1
My Appt. Expires Jan 12, 2022

City

Appointments

Board Directors

Name	Position	Appointed
Bronson, Joseph R.	Director	11/02/2003
Coppel, Juan José Suárez	Director	28/03/2013
Demetriou, Steven J	Chairman of the Board	28/07/2016
Eberhart, Ralph E.	Director	27/09/2012
Hickton, Dawne S.	Director	28/05/2015
Jr., R. C. Davidson	Director	13/02/2001
Levinson, Linda Fayne	Director	13/02/1996
McNamara, Robert	Director	19/01/2017
Robertson, Peter J.	Director	30/07/2009
Thompson, Chris M.T.	Director	15/11/2012
Williams, Barry	Director	18/12/2017

City

Officers

Name	Position	Appointed
Ackley, Keith	Vice President	03/10/2017
Allen, William "Billy" B.	Senior Vice President and Chief Accounting Officer	13/10/2016
Andrews, Madhuri	Chief Information Officer	07/08/2018
Arnette, Stephen A.	SVP & GM, ATN Advanced Engineering, Research & Operations	18/01/2018
Beckman, Ryan	Senior Vice President, ERP Implementation	17/01/2019
Bello, Marius (Mark) F.	Senior Vice President, Managing Director & CEO Saudi JV	17/01/2019
Berryman, Andrew Bryan	Senior Vice President & General Manager, Mining & Minerals	31/12/2015
Berryman, Kevin Christopher	Chief Financial Officer	05/01/2015
Blackwood, Dennis	Manager, California Engineering Operations	18/01/2018
Bloom, Katie	Designated person responsible for practice of Environmental	18/01/2018
Brantley, Mark	Vice President - Authorized Signer	20/11/2015
Bruning, Michael	Manager, California Engineering Operations	18/01/2018
Bunderson, Michael	Vice President, Tax	29/05/2018
Bussell, Scott	Vice President	17/01/2019
Carlin, Michael James	Treasurer and Enterprise Risk	17/01/2019
Zaccaro, Joanne Caruso	Chief Administrative Officer	18/01/2018
Cordtz, Kent	Manager, California Engineering Operations	18/01/2018
Cornell, Lewis Paul	Vice President - Authorized Signer	01/11/2018
Demetriou, Steven J	President	17/08/2015
Dick, K. Alan	Senior Vice President, Global Business Services & Operationa	08/05/2017
Doros, Jonathan	Vice President, Investor Relations	17/01/2019
Duszynski, Robin	Vice President - Authorized Signer	24/07/2015
Walstrom, Jan	Senior Vice President & General Manager, Global Environmenta	18/01/2018
Gilmartin, Ken	Senior Vice President & General Manager, Advanced Facilities	02/09/2016
Goldfarb, Jeffrey Michael	Senior Vice President, Corporate Development	22/05/2014
Gustafson, Shelette M.	Chief Human Resources Officer	17/01/2019
Hagen, Terence D.	Chief Operating Officer	07/11/2018
Hannigan, Marietta C.	Chief Strategy & Communications Officer	07/11/2018

City

Name	Position	Appointed
Hanson, Robert	Manager, California Engineering Operations	01/06/2018
Hendon, Brian Lee	Designated person responsible for practice of Architecture i	18/01/2018
Herlitzka, Scott	Vice President	16/05/2016
Hicks, Rich	Manager, Ohio Engineering Operations	09/05/2018
Hillier, Stephen R.	Senior Vice President & General Manager, Construction, Maint	18/01/2018
Hill, Patrick	Senior Vice President & General Manager, B&I, Asia Pacific &	31/12/2015
Johnson, Justin	Assistant Secretary	18/01/2018
Johnson, Rabon Ward	Senior Vice President, ATN Business Operations	31/12/2015
Jones, Keith B.	Manager, Ohio Land Surveying Operations	09/05/2018
Kraabel, Darren L.	Chief Technology & Innovation Officer	07/11/2018
Krishnan, Kosalram	Manager, California Engineering Operations	18/01/2018
Lamb, Matt	Vice President, Florida Engineering Operations	24/09/2018
Lopez-Dubois, Miguel	Manager, California Engineering Operations	18/01/2018
Lutwyche, Peter Robert	Senior Vice President & General Manager, ATN International	17/01/2019
Maloney, Kevin	Manager, California Engineering Operations	18/01/2018
McCloskey, Michael	Senior Vice President, Finance ECR	18/01/2018
McIntyre, Gregory T.	Executive Vice President & General Manager, B&I Americas	18/01/2018
Meinhart, Tom	Vice President - Authorized Signer	22/12/2010
Montellano, Victorino	Manager, California Engineering Operations	18/01/2018
Morris, Gary	Vice President	29/06/2015
Morrison, Hugh Donald	Senior Vice President & General Manager, B&I Europe	18/01/2018
Nein, Brett	Vice President, Florida Landscape Architecture Operations	01/06/2018
Pai, Vinayak	President - ECR	02/08/2017
Power, Leon	Senior Vice President, Finance BIAF	18/01/2018
Pragada, Robert V.	Chief Operating Officer	07/11/2018
Price, Tom	Senior Vice President, Solutions & Technology BIAF	18/01/2018
Refinski, Elizabeth A.	Assistant Secretary	26/03/2009
Reynolds, Clifton F.	Senior Vice President, ATN Growth & Sales	17/01/2019
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City

Name	Position	Appointed
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Rosenfeld, Benjamin	Manager, California Engineering Operations	18/01/2018
Scarlat, Cristian	Manager, California Engineering Operations	18/01/2018
Scher, Brian	Assistant Secretary	26/03/2009
Schier, Brent	Senior Vice President, Growth & Sales ECR	17/01/2019
Schmolke, Catriona	Senior Vice President, Operational Centers for Excellence	07/11/2018
Sever, Jeffrey David	Designated person responsible for practice of Mechanical Eng	28/06/2018
Shelton, Brian R.	Senior Vice President, Finance ATN	17/01/2019
Tyler, Michael R.	Chief Compliance Officer	17/01/2019
Uchil, Vinay	Vice President, Florida Engineering Operations	24/09/2018
Walter, Eric	Senior Vice President Finance and Strategy	13/03/2017
Warnock, William Kirkpatrick	Manager, California Engineering Operations	18/01/2018
Watson, Katus	Vice President, Florida Engineering Operations	24/09/2018
Wiemelt, Karen	Senior Vice President & General Manager, North America Nucle	18/01/2018
Willis, Aaron	Manager, California Land Surveying Operations	18/01/2018
Wood, Mark	Manager, California Engineering Operations	18/01/2018
Yox, Jeff	Manager, California Engineering Operations	01/06/2018
Zelinski, Robert David	Senior Vice President & General Manager, ECR	18/01/2018

City

EXHIBIT "H"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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EIN or DUNS : 95-4081636	

Block 3: Type of Business

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

City

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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3-14-19
Date

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Notary Public

JOSEFA ECK
Notary Public. State of Nevada
Appointment No. 06-102636-1
My Appt. Expires Jan 12, 2022

City

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Bloom, Katie	Designated person responsible for practice of Environmental	18/01/2018
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Scarlat, Cristian	Manager, California Engineering Operations	18/01/2018
Scher, Brian	Assistant Secretary	26/03/2009
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Shelton, Brian R.	Senior Vice President, Finance ATN	17/01/2019
Tyler, Michael R.	Chief Compliance Officer	17/01/2019
Uchil, Vinay	Vice President, Florida Engineering Operations	24/09/2018
Walter, Eric	Senior Vice President Finance and Strategy	13/03/2017
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Watson, Katus	Vice President, Florida Engineering Operations	24/09/2018
Wiemelt, Karen	Senior Vice President & General Manager, North America Nucle	18/01/2018
Willis, Aaron	Manager, California Land Surveying Operations	18/01/2018
Wood, Mark	Manager, California Engineering Operations	18/01/2018
Yox, Jeff	Manager, California Engineering Operations	01/06/2018
Zelinski, Robert David	Senior Vice President & General Manager, ECR	18/01/2018

City

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
20

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Retail Marijuana Store License for CHEYENNE MEDICAL, LLC dba THRIVE CANNABIS MARKETPLACE at 3500 West Sahara Avenue - Ward 1 (Tarkanian)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Retail Marijuana Store License.

RECOMMENDATION:
Staff recommends approval, subject to the following conditions:

1) All cultivation or production facilities used to obtain marijuana must be properly licensed with the City of Las Vegas.
2) Must maintain conformance with all conditions of approval of the Special Use Permit (SUP-54969) and any amendments thereto.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

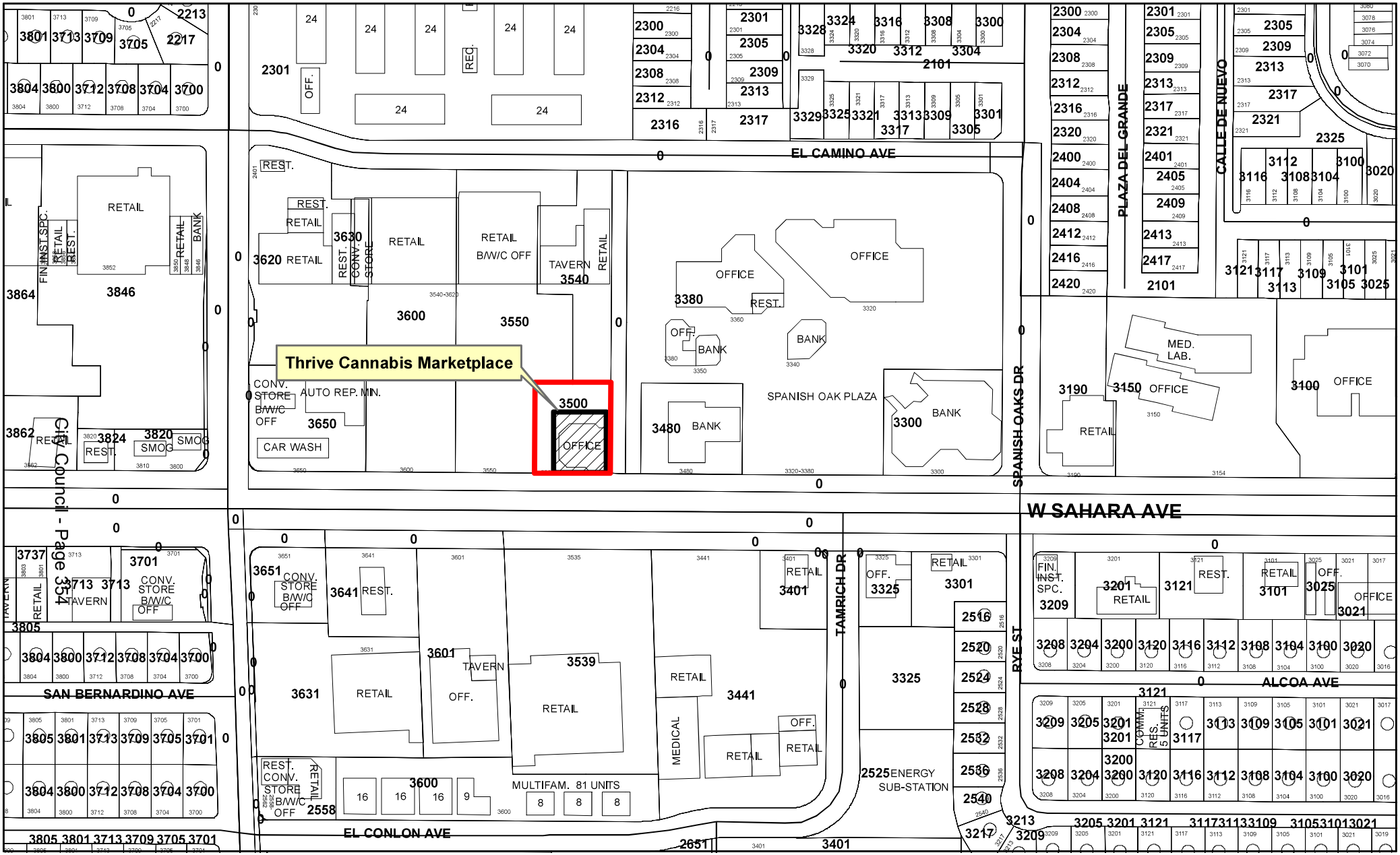
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Retail Marijuana Store License for CHEYENNE MEDICAL, LLC dba THRIVE CANNABIS MARKETPLACE at 3500 West Sahara Avenue - Ward 1 (Tarkanian)

OWNERSHIP:

CHEYENNE MEDICAL, LLC
CPCM Holdings, LLC, Member
nExpedition, LLC, Member
Mitchell D. Britten, Managing Member
Havenwood Development, LLC, Member
Tom Halbach, Member
Nevada Medical Investment PCP, LLC, Member
Peckman Nevada Trust II, Member
Phillip C. Peckman, Trustee
Edward R. Findlay, Member
Nickolas G. Mamula Jr., Separate Property Trust, Member
Nickolas G. Mamula Jr., Trustee
David Brown, Member
Julie Murray, Member
Mitchell D. Britten, Manager



Freeways

Subject Property

City Limits

Site Location

Thrive Cannabis Marketplace

3500 West Sahara Avenue

Ward 1

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, March 28, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
21

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Marijuana Distributor License for INTEGRAL CULTIVATION, LLC dba DESERT GROWN FARMS at 5425 Polaris Avenue - Clark County

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Marijuana Distributor License.

RECOMMENDATION:
Staff recommends approval, subject to the following condition:

1. If product is not able to be delivered same day, the product must be stored at a state licensed marijuana establishment.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

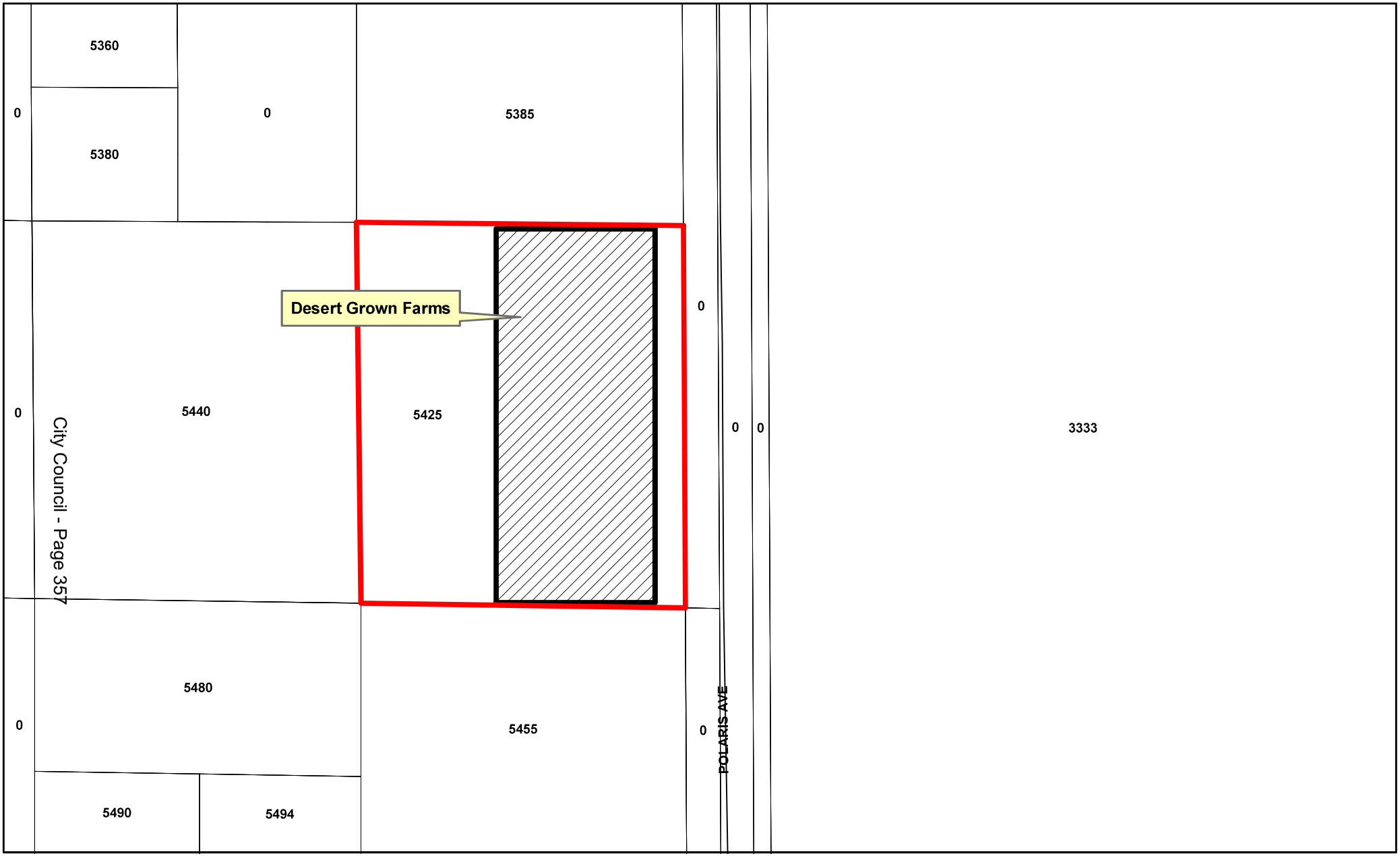
AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Marijuana Distributor License for INTEGRAL CULTIVATION, LLC dba DESERT GROWN FARMS at 5425 Polaris Avenue - Clark County

---

OWNERSHIP:

INTEGRAL CULTIVATION, LLC
Armen Yemenidjian, Manager
Integral Associates, LLC, Member
Armen Yemenidjian, Manager
Khod Holdings, LLC, Member
Armen Yemenidjian, Member
The Yemenidjian Living Trust, Member
Alejandro Yemenidjian, Trustee
Alejandro Yemenidjian, Manager
GV Health Partners, LLC, Member
Brian L. Greenspun Separate Property Trust
Brian L. Greenspun, Trustee



Desert Grown Farms

5425 Polaris Avenue
(Clark County)

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 04, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
22

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Marijuana Distributor License for CIRCLE S FARMS, LLC dba CIRCLE S FARMS, LLC at 11115 Apex Ruby Court - North Las Vegas

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Marijuana Distributor License.

RECOMMENDATION:
Recommend approval, subject to the following condition:

1. If product is not able to be delivered same day, the product must be stored at a state licensed marijuana establishment.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

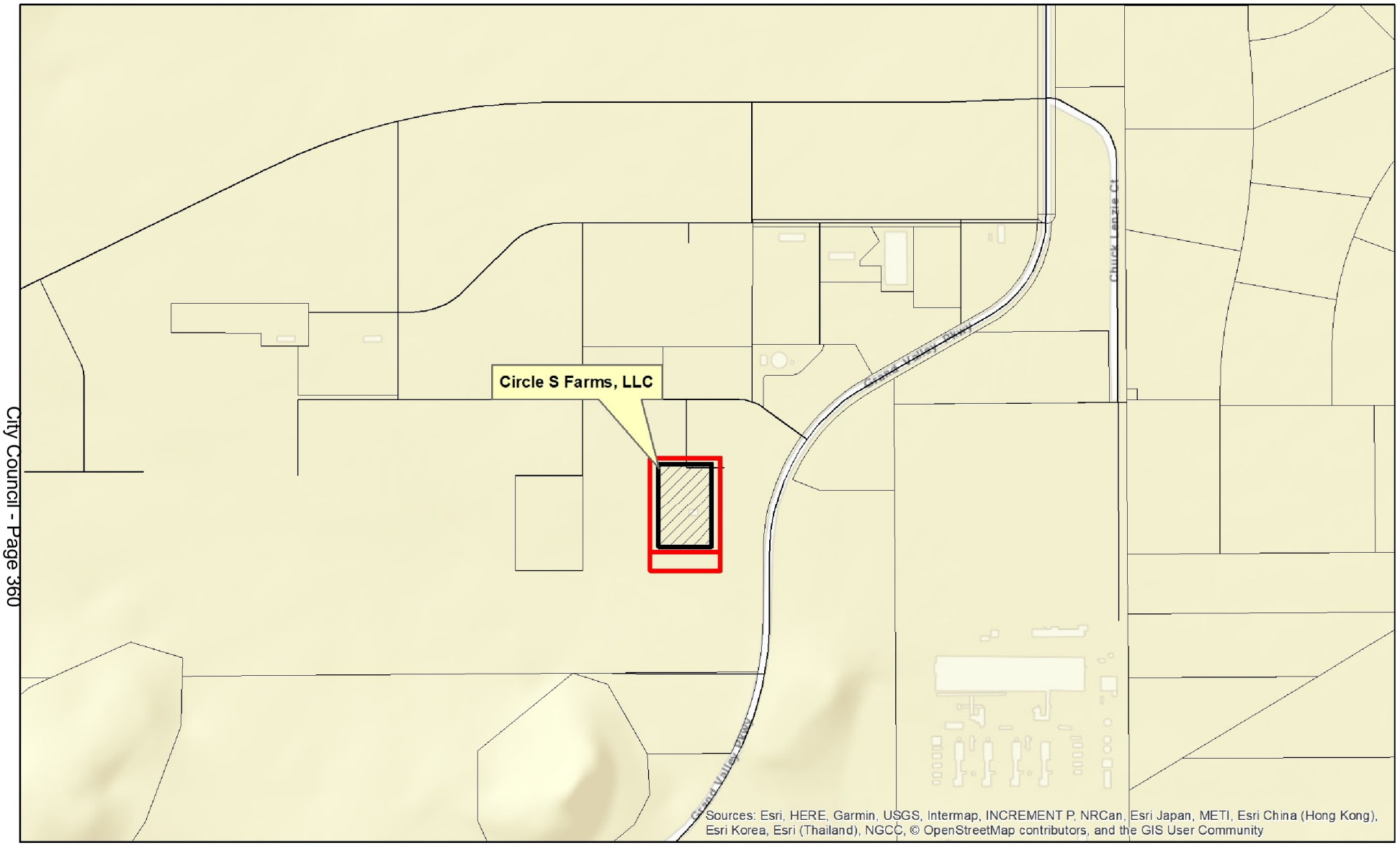
CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Marijuana Distributor License for CIRCLE S FARMS, LLC dba CIRCLE S FARMS, LLC at 11115 Apex Ruby Court – North Las Vegas

---

OWNERSHIP:

CIRCLE S FARMS, LLC

Stacey O. Huffman, Managing Member
Brenda Gunsallus, Managing Member
Darlene A. Davis, Managing Member
Glenda Shaw, Member



Circle S Farms, LLC
11115 Apex Ruby Court
North Las Vegas

Freeways
Subject Property
City Limits
Site Location

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 09, 2019

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
23

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Marijuana Production Establishment License (Medical/Recreational) for PREMIUM PRODUCE, LLC dba PREMIUM PRODUCE, LLC at 6655 Schuster Street - Clark County

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Marijuana Production Establishment License (Medical/Recreational).

RECOMMENDATION:
Staff recommends approval, subject to the following condition:

1. 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

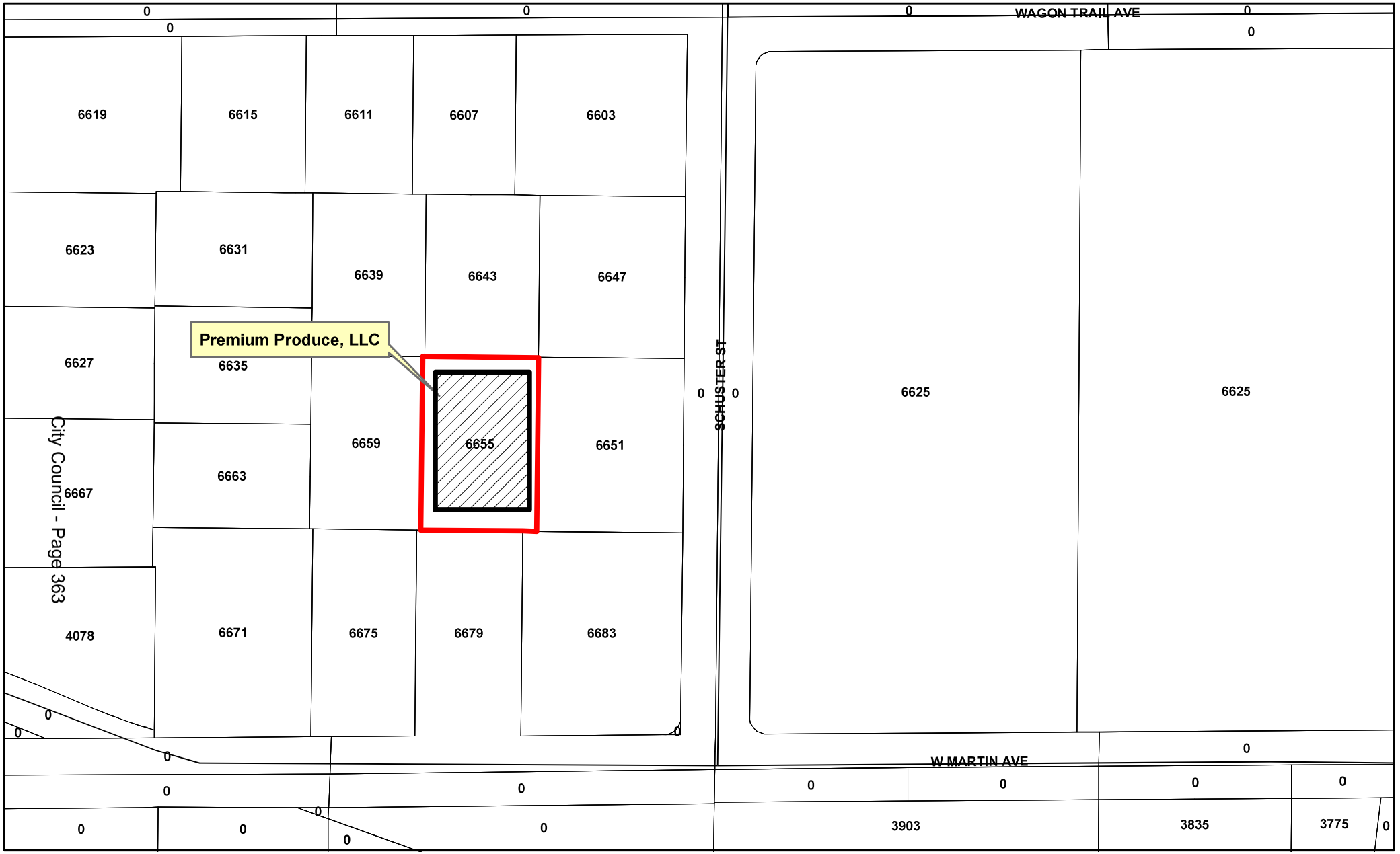
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Marijuana Production Establishment License (Medical/Recreational) for PREMIUM PRODUCE, LLC dba PREMIUM PRODUCE, LLC at 6655 Schuster Street - Clark County

OWNERSHIP:

PREMIUM PRODUCE, LLC
Priscilla Vilchis, Managing Member
Sharon Poon, Managing Member
Paul Nowak, Member
Stephen Silverman, Managing Member



Premium Produce, LLC

6655 Schuster Street
(Clark County)

Freeways
Subject Property
City Limits
Site Location

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 04, 2019

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
24

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Marijuana Cultivation Establishment License (Medical/Recreational) for PREMIUM PRODUCE, LLC dba PREMIUM PRODUCE, LLC at 6655 Schuster Street - Clark County

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Marijuana Cultivation Establishment License (Medical/Recreational).

RECOMMENDATION:
Staff recommends approval, subject to the following condition:

1. 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

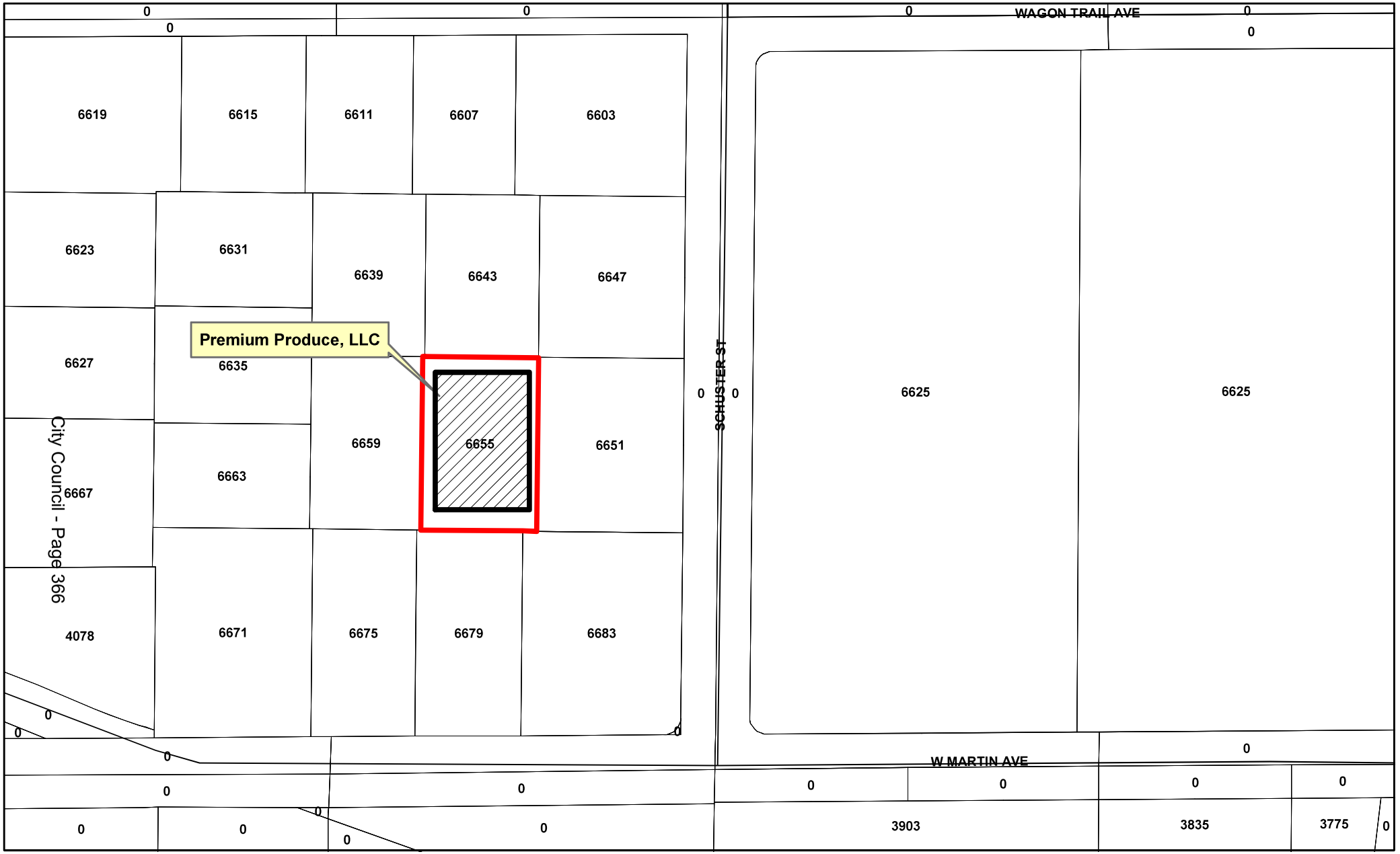
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Marijuana Cultivation Establishment License (Medical/Recreational) for PREMIUM PRODUCE, LLC dba PREMIUM PRODUCE, LLC at 6655 Schuster Street - Clark County

OWNERSHIP:

PREMIUM PRODUCE, LLC
Priscilla Vilchis, Managing Member
Sharon Poon, Managing Member
Paul Nowak, Member
Stephen Silverman, Managing Member



Premium Produce, LLC

6655 Schuster Street
(Clark County)

Freeways
Subject Property
City Limits
Site Location

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 04, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
25

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Marijuana Production Establishment License (Medical/Recreational) for LIVFREE WELLNESS, LLC dba LIVFREE WELLNESS, LLC at 3900 Ponderosa Way - Clark County

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Marijuana Production Establishment License (Medical/Recreational).

RECOMMENDATION:
Staff recommends approval, subject to the following condition:

1. 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

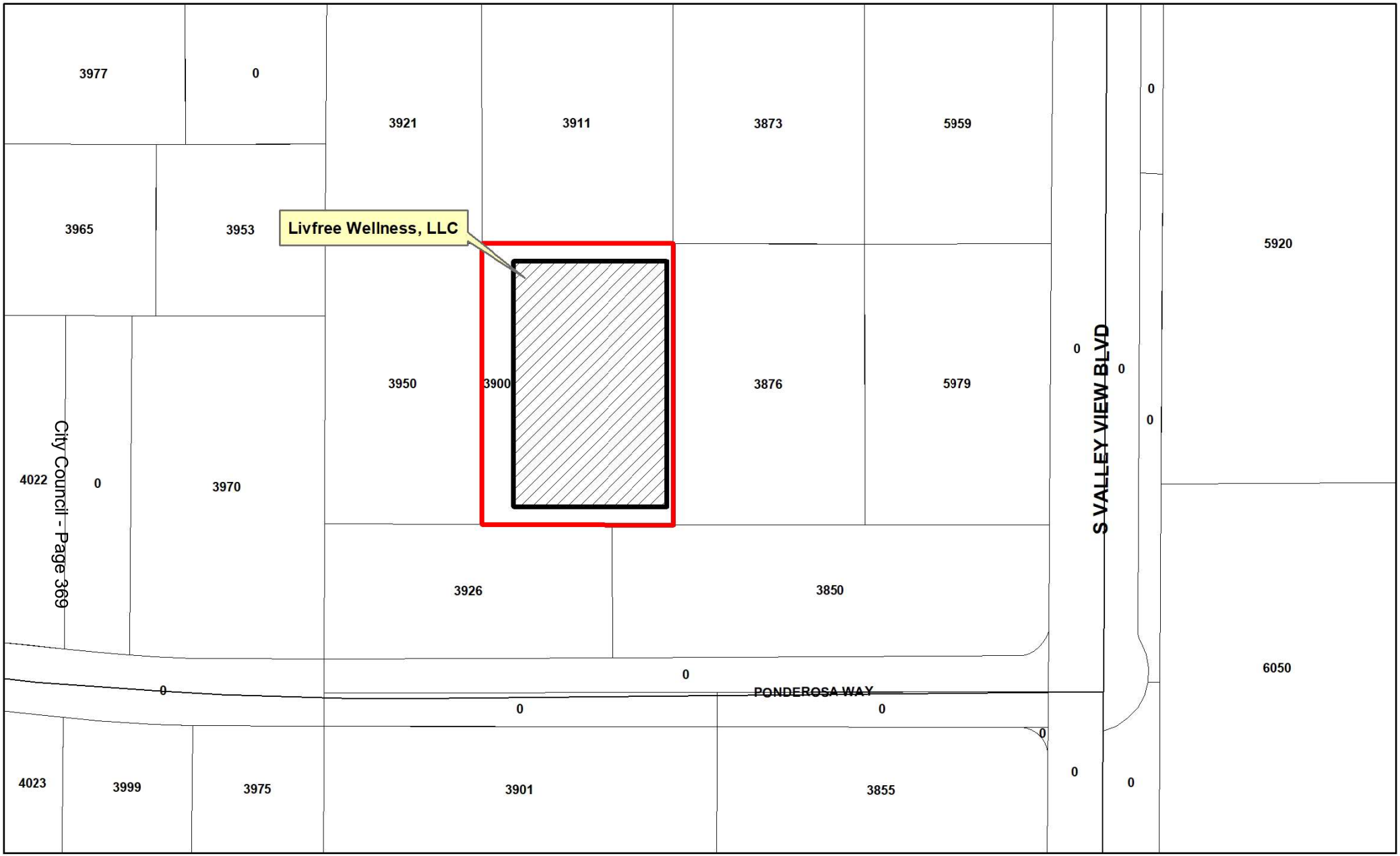
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Marijuana Production Establishment License (Medical/Recreational) for LIVFREE WELLNESS, LLC dba LIVFREE WELLNESS, LLC at 3900 Ponderosa Way - Clark County

OWNERSHIP:

LIVFREE WELLNESS, LLC
Steve Menzies, Managing Member
Green Relief, LLC, Member
Donald Forman Jr., Manager
DF Investment, LLC, Member
Donald Forman Jr., Managing Member
Darren Wilson, Member
Bryce Menzies, Member
Catherine Cashell Mannikko, Member
Richard Schield, Member
Joshua Griffin, Manager
Donald Forman Jr., Manager



Livfree Wellness, LLC

3900 Ponderosa Way

Clark County

Freeways

Subject Property

City Limits

Site Location

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 11, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
26

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Temporary Tavern-Limited License for a Change of Ownership FROM: DTM ON FREMONT, LLC TO: DTM ON FREMONT, LLC dba DONT TELL MAMA at 450 Fremont Street, Suite #167 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Tavern-Limited License for a Change of Ownership.

RECOMMENDATION:
Recommend approval of a temporary tavern-limited 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

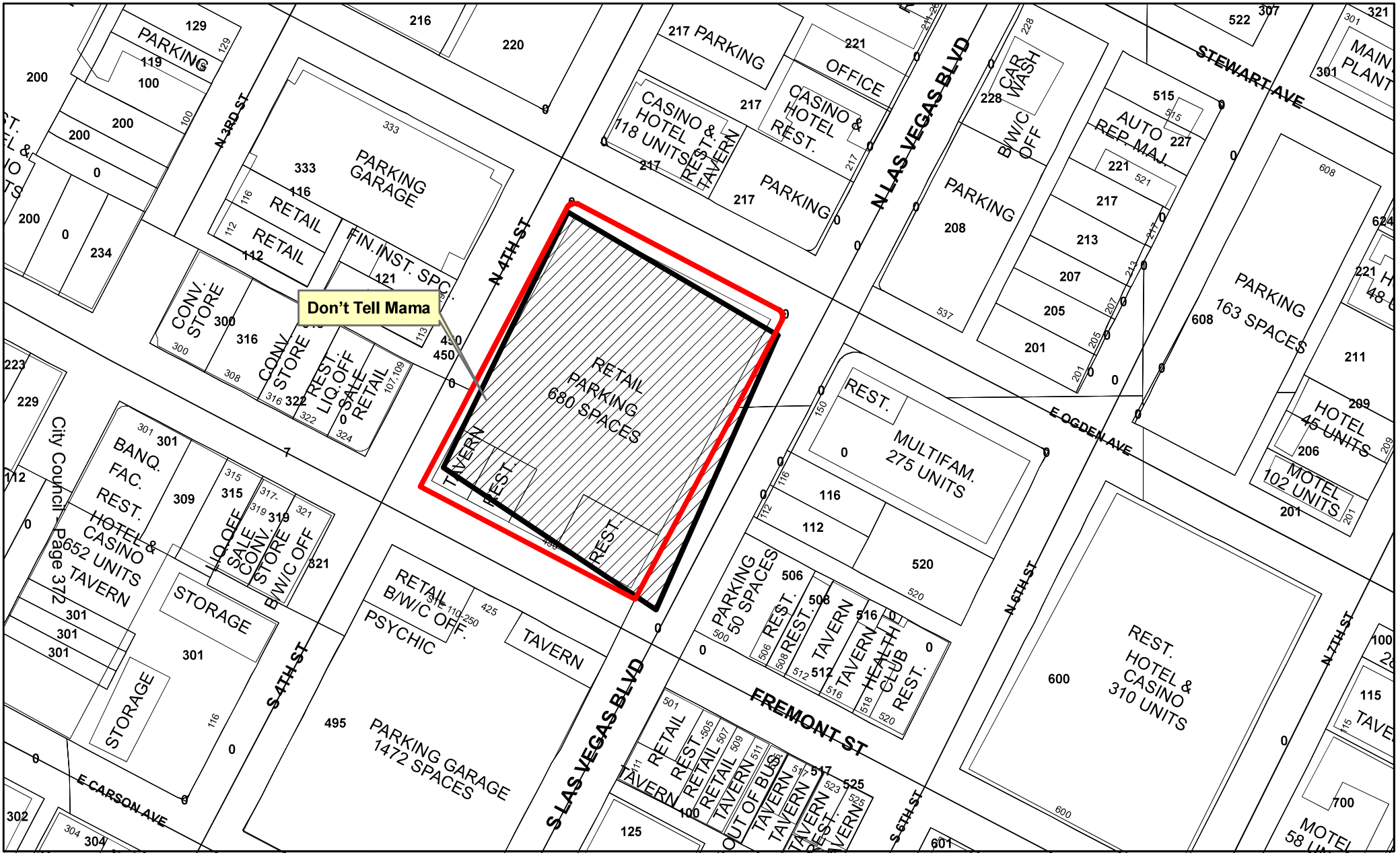
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Tavern-Limited License for a Change of Ownership FROM: DTM ON FREMONT, LLC TO: DTM ON FREMONT, LLC dba DONT TELL MAMA at 450 Fremont Street, Suite #167 - Ward 5 (Crear).

OWNERSHIP:

DTM ON FREMONT, LLC
Minh Pham, Managing Member
Joanna Kim Pham, Managing Member



Don't Tell Mama

450 Fremont Street, Suite #167
Ward 5

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, April 04, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
27

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #212 at 8350 West Cheyenne Avenue - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

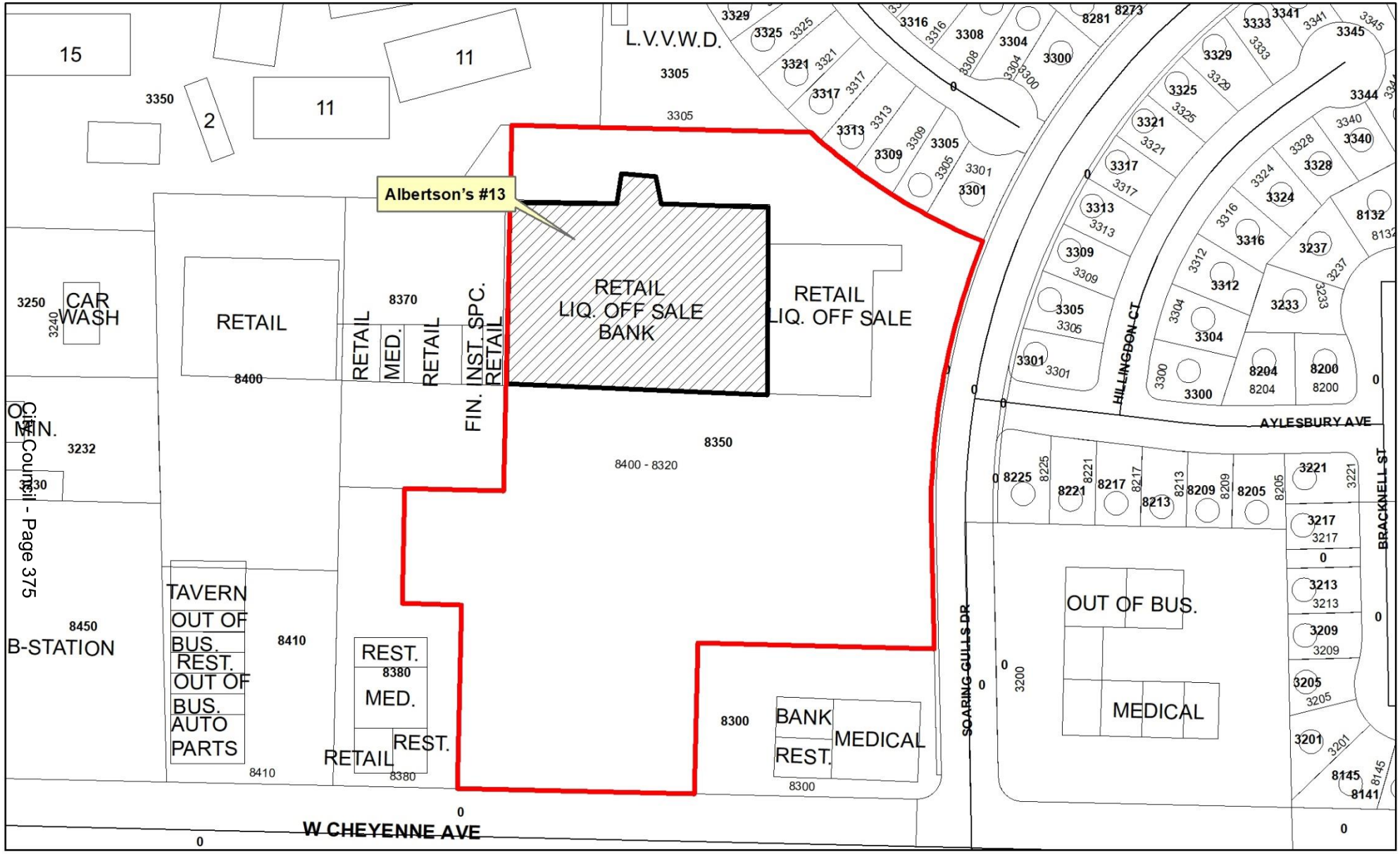
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #212 at 8350 West Cheyenne Avenue - Ward 4 (Anthony)

OWNERSHIP:

ALBERTSON'S, LLC
Albertsons Companies, Inc., Member
James L. Donald, President, Chief Executive Officer
Robert Gordon, Executive Vice President, General Counsel, Secretary
Gary Morton, Vice President, Treasurer, Assistant Secretary
Robert B. Dimond, Executive Vice President, Chief Financial Officer
Kim ACI, LLC, Shareholder
KRS ABS, LLC, Managing Member
KRSX Merge, LLC, Member
KIM-SFW, LLC, Member
Albertsons, Investor Holding, LLC, Shareholder
Cerberus Iceberg, LLC, Managing Member
Cerberus Partners, LP, Member
Cerberus Institutional Partners, V LP, Member
Cerberus CP Partners, LP, Member
Cerberus International Master Fund, LP, Member
Gabriel Assets, LLC, Member
Cerberus Partners, II, LP, Member
Jubilee ABS Holding, LLC, Managing Member
Jay Schothenstein, Manager
Ben Kraner, Manager
Jubilee Iceberg, LLC, Member
Jubilee Saturn ABS, LLC, Member
Jubilee Symphony ABS, LLC, Member
K-Saturn, LLC, Member
KLA A Markets, LLC, Member
A-S Klaff Equity, LLC, Member
L-A Saturn Acquisition, LP, Limited Partner
L-A V ABS, LLC, Limited Partner
Lubert-Adler Real Estate Fund VI, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
Lubert-Adler Real Estate Fund V, LP, Limited Partner
Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
SK Retail Investment, LLC, Member
Colfin Safe Holdings, LLC, Member
Mexico Foods Holdings, LLC, Member
Management Group



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Albertson's #212
8350 West Cheyenne Avenue
Ward 4

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, April 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
28

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #4011 at 1650 North Buffalo Drive - Ward 1 (Tarkanian)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

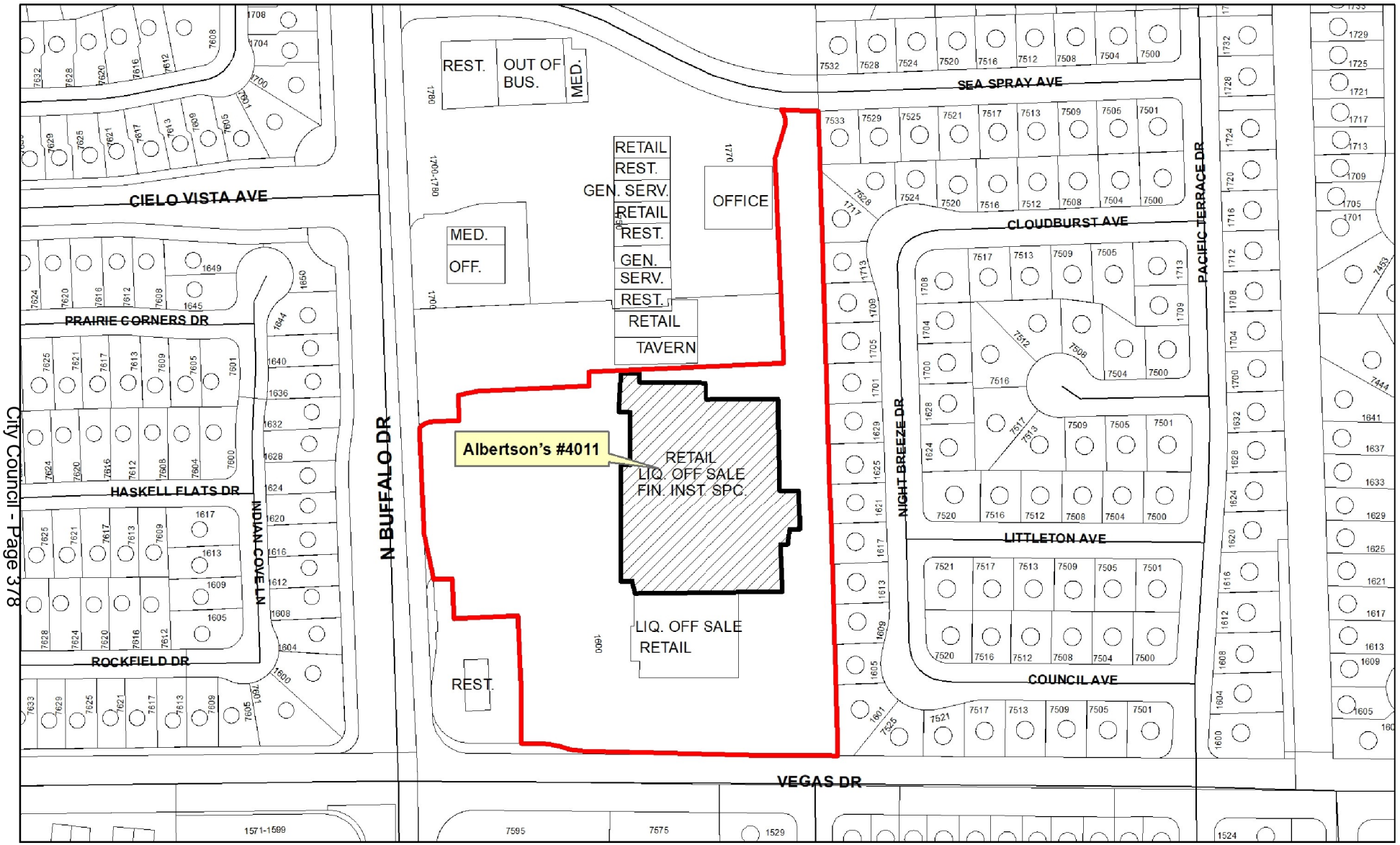
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #4011 at 1650 North Buffalo Drive - Ward 1 (Tarkanian)

OWNERSHIP:

ALBERTSON'S, LLC
Albertsons Companies, Inc., Member
James L. Donald, President, Chief Executive Officer
Robert Gordon, Executive Vice President, General Counsel, Secretary
Gary Morton, Vice President, Treasurer, Assistant Secretary
Robert B. Dimond, Executive Vice President, Chief Financial Officer
Kim ACI, LLC, Shareholder
KRS ABS, LLC, Managing Member
KRSX Merge, LLC, Member
KIM-SFW, LLC, Member
Albertsons, Investor Holding, LLC, Shareholder
Cerberus Iceberg, LLC, Managing Member
Cerberus Partners, LP, Member
Cerberus Institutional Partners, V LP, Member
Cerberus CP Partners, LP, Member
Cerberus International Master Fund, LP, Member
Gabriel Assets, LLC, Member
Cerberus Partners, II, LP, Member
Jubilee ABS Holding, LLC, Managing Member
Jay Schothenstein, Manager
Ben Kraner, Manager
Jubilee Iceberg, LLC, Member
Jubilee Saturn ABS, LLC, Member
Jubilee Symphony ABS, LLC, Member
K-Saturn, LLC, Member
KLA A Markets, LLC, Member
A-S Klaff Equity, LLC, Member
L-A Saturn Acquisition, LP, Limited Partner
L-A V ABS, LLC, Limited Partner
Lubert-Adler Real Estate Fund VI, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
Lubert-Adler Real Estate Fund V, LP, Limited Partner
Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
SK Retail Investment, LLC, Member
Colfin Safe Holdings, LLC, Member
Mexico Foods Holdings, LLC, Member
Management Group



City Council - Page 378

1/1

Albertson's #4011

1650 North Buffalo Drive

Ward 1

Freeways

Subject Property

City Limits

Site Location

N

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Geographic Information System

Planning & Development Dept.

702-229-6301

Date: Tuesday, April 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
29

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #45 at 1760 East Charleston Boulevard - Ward 3 (Coffin)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

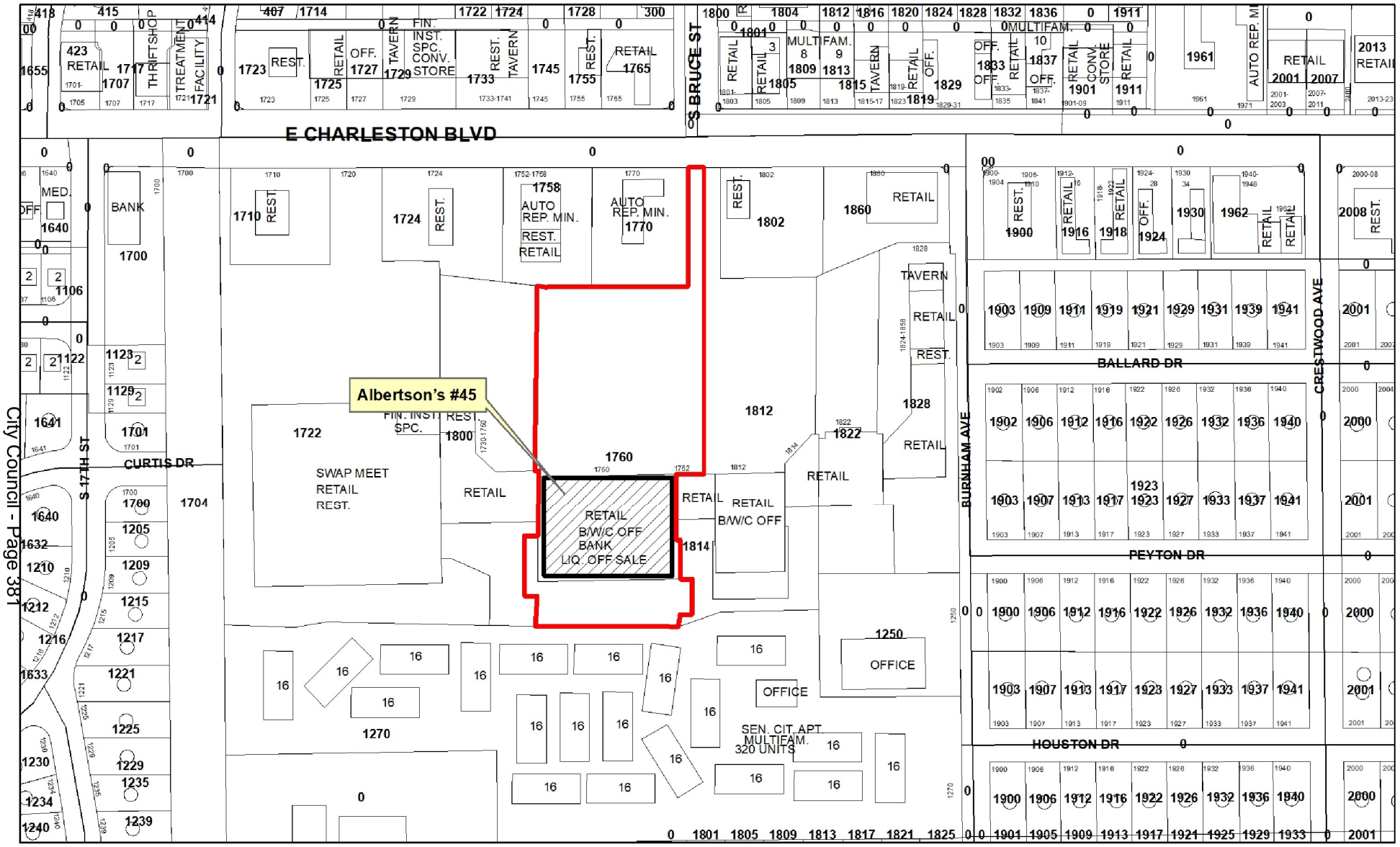
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #45 at 1760 East Charleston Boulevard - Ward 3 (Coffin)

OWNERSHIP:

ALBERTSON'S, LLC
Albertsons Companies, Inc., Member
James L. Donald, President, Chief Executive Officer
Robert Gordon, Executive Vice President, General Counsel, Secretary
Gary Morton, Vice President, Treasurer, Assistant Secretary
Robert B. Dimond, Executive Vice President, Chief Financial Officer
Kim ACI, LLC, Shareholder
KRS ABS, LLC, Managing Member
KRSX Merge, LLC, Member
KIM-SFW, LLC, Member
Albertsons, Investor Holding, LLC, Shareholder
Cerberus Iceberg, LLC, Managing Member
Cerberus Partners, LP, Member
Cerberus Institutional Partners, V LP, Member
Cerberus CP Partners, LP, Member
Cerberus International Master Fund, LP, Member
Gabriel Assets, LLC, Member
Cerberus Partners, II, LP, Member
Jubilee ABS Holding, LLC, Managing Member
Jay Schothenstein, Manager
Ben Kraner, Manager
Jubilee Iceberg, LLC, Member
Jubilee Saturn ABS, LLC, Member
Jubilee Symphony ABS, LLC, Member
K-Saturn, LLC, Member
KLA A Markets, LLC, Member
A-S Klaff Equity, LLC, Member
L-A Saturn Acquisition, LP, Limited Partner
L-A V ABS, LLC, Limited Partner
Lubert-Adler Real Estate Fund VI, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
Lubert-Adler Real Estate Fund V, LP, Limited Partner
Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
SK Retail Investment, LLC, Member
Colfin Safe Holdings, LLC, Member
Mexico Foods Holdings, LLC, Member
Management Group



City Council - Page 381

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Albertson's #4009

1760 East Charleston Boulevard

Ward 3

Freeways

Subject Property

City Limits

Site Location

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 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
30

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #460 at 11720 West Charleston Boulevard - Ward 2 (Vacant)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

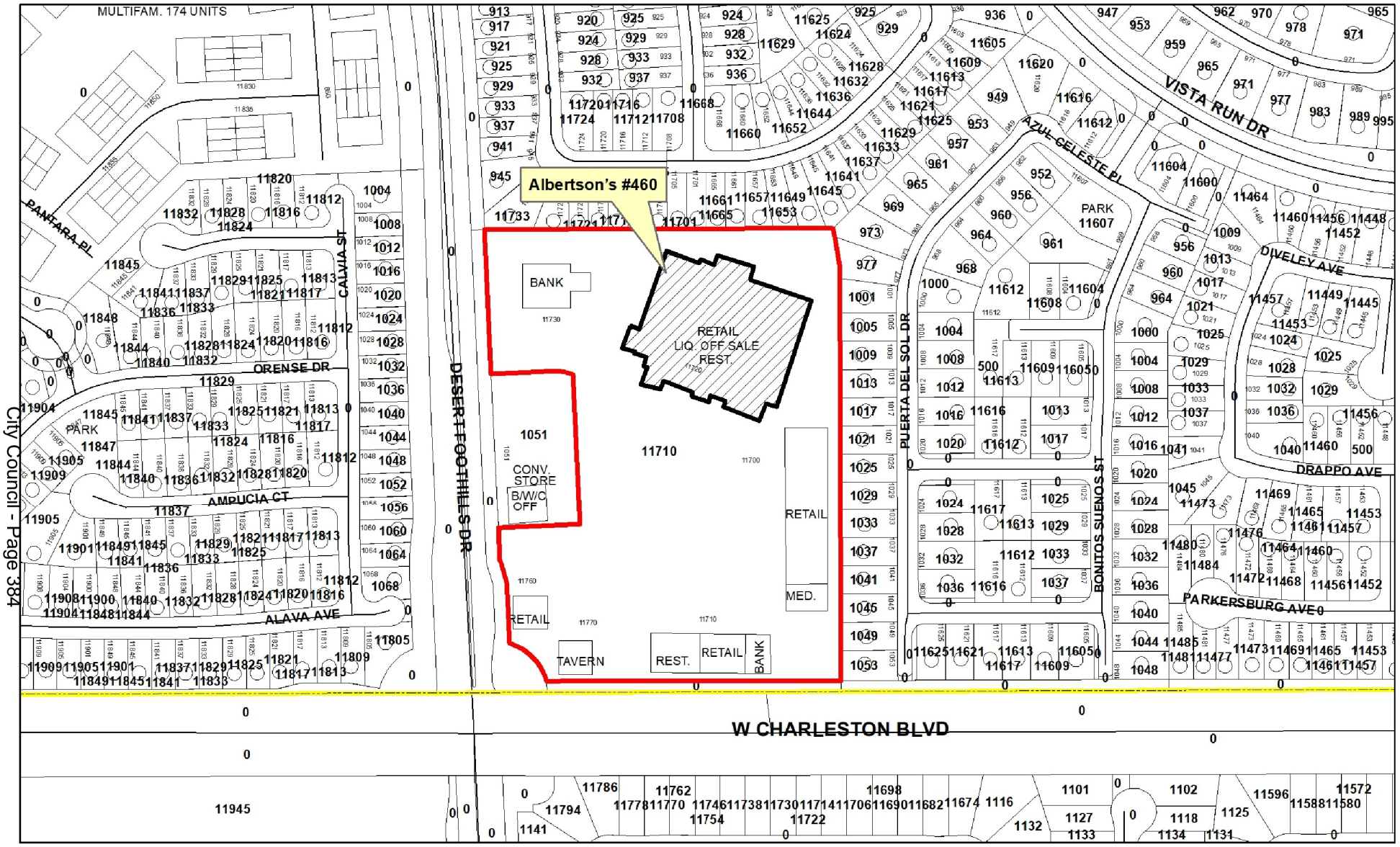
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #460 at 11720 West Charleston Boulevard - Ward 2 (Vacant)

OWNERSHIP:

ALBERTSON'S, LLC
Albertsons Companies, Inc., Member
James L. Donald, President, Chief Executive Officer
Robert Gordon, Executive Vice President, General Counsel, Secretary
Gary Morton, Vice President, Treasurer, Assistant Secretary
Robert B. Dimond, Executive Vice President, Chief Financial Officer
Kim ACI, LLC, Shareholder
KRS ABS, LLC, Managing Member
KRSX Merge, LLC, Member
KIM-SFW, LLC, Member
Albertsons, Investor Holding, LLC, Shareholder
Cerberus Iceberg, LLC, Managing Member
Cerberus Partners, LP, Member
Cerberus Institutional Partners, V LP, Member
Cerberus CP Partners, LP, Member
Cerberus International Master Fund, LP, Member
Gabriel Assets, LLC, Member
Cerberus Partners, II, LP, Member
Jubilee ABS Holding, LLC, Managing Member
Jay Schothenstein, Manager
Ben Kraner, Manager
Jubilee Iceberg, LLC, Member
Jubilee Saturn ABS, LLC, Member
Jubilee Symphony ABS, LLC, Member
K-Saturn, LLC, Member
KLA A Markets, LLC, Member
A-S Klaff Equity, LLC, Member
L-A Saturn Acquisition, LP, Limited Partner
L-A V ABS, LLC, Limited Partner
Lubert-Adler Real Estate Fund VI, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
Lubert-Adler Real Estate Fund V, LP, Limited Partner
Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
SK Retail Investment, LLC, Member
Colfin Safe Holdings, LLC, Member
Mexico Foods Holdings, LLC, Member
Management Group



City Council - Page 384

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Albertson's #460

11720 West Charleston Boulevard

Ward 2

Freeways

Subject Property

City Limits

Site Location

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 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
31

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #4009 at 8410 Farm Road - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

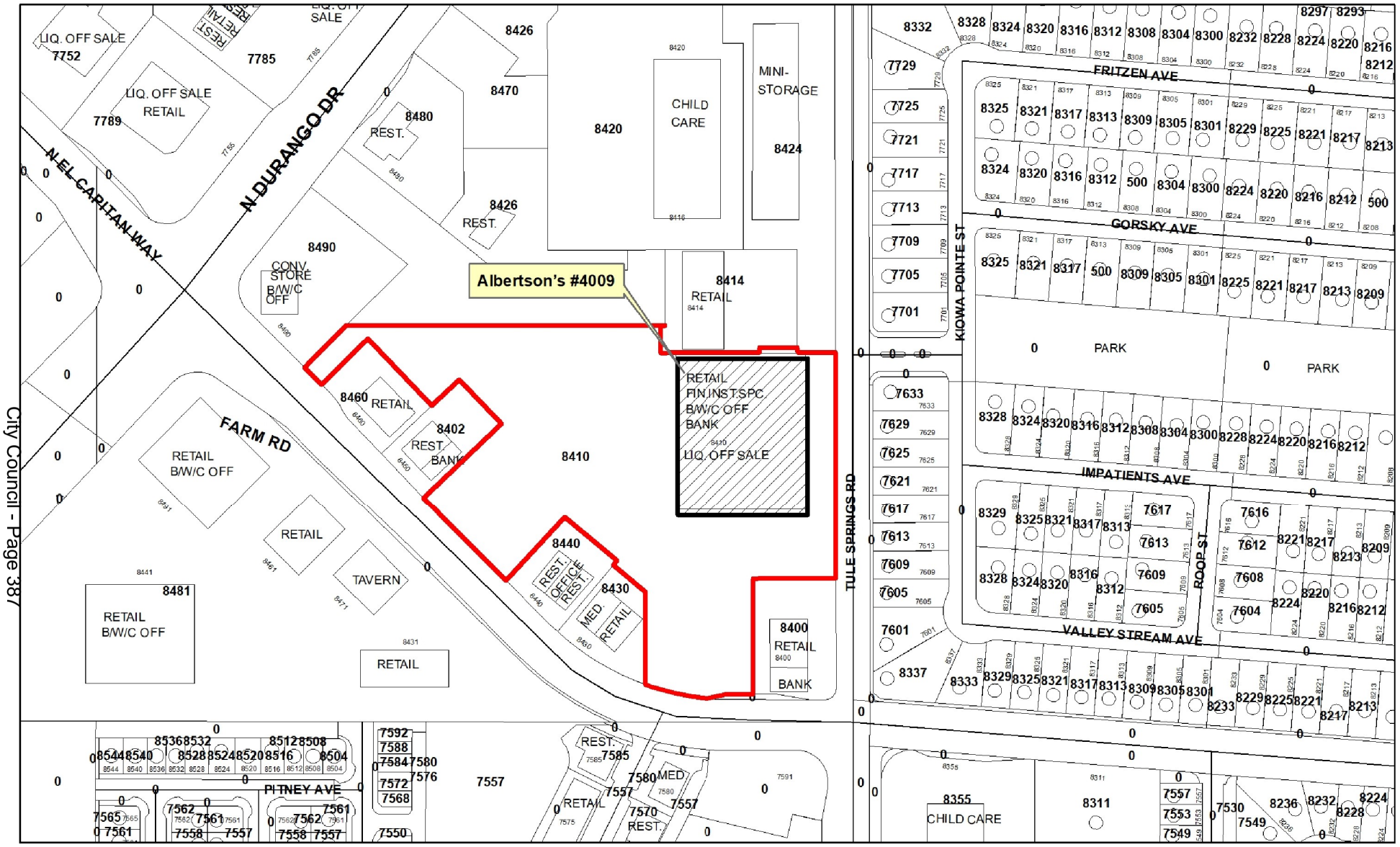
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #4009 at 8410 Farm Road - Ward 6 (Fiore)

OWNERSHIP:

ALBERTSON'S, LLC
Albertsons Companies, Inc., Member
James L. Donald, President, Chief Executive Officer
Robert Gordon, Executive Vice President, General Counsel, Secretary
Gary Morton, Vice President, Treasurer, Assistant Secretary
Robert B. Dimond, Executive Vice President, Chief Financial Officer
Kim ACI, LLC, Shareholder
KRS ABS, LLC, Managing Member
KRSX Merge, LLC, Member
KIM-SFW, LLC, Member
Albertsons, Investor Holding, LLC, Shareholder
Cerberus Iceberg, LLC, Managing Member
Cerberus Partners, LP, Member
Cerberus Institutional Partners, V LP, Member
Cerberus CP Partners, LP, Member
Cerberus International Master Fund, LP, Member
Gabriel Assets, LLC, Member
Cerberus Partners, II, LP, Member
Jubilee ABS Holding, LLC, Managing Member
Jay Schothenstein, Manager
Ben Kraner, Manager
Jubilee Iceberg, LLC, Member
Jubilee Saturn ABS, LLC, Member
Jubilee Symphony ABS, LLC, Member
K-Saturn, LLC, Member
KLA A Markets, LLC, Member
A-S Klaff Equity, LLC, Member
L-A Saturn Acquisition, LP, Limited Partner
L-A V ABS, LLC, Limited Partner
Lubert-Adler Real Estate Fund VI, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
Lubert-Adler Real Estate Fund V, LP, Limited Partner
Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
SK Retail Investment, LLC, Member
Colfin Safe Holdings, LLC, Member
Mexico Foods Holdings, LLC, Member
Management Group



Albertson's #4009

8410 Farm Road

Ward 6

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, April 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
32

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #3333 at 1940 Village Center Circle - Ward 2 (Vacant)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

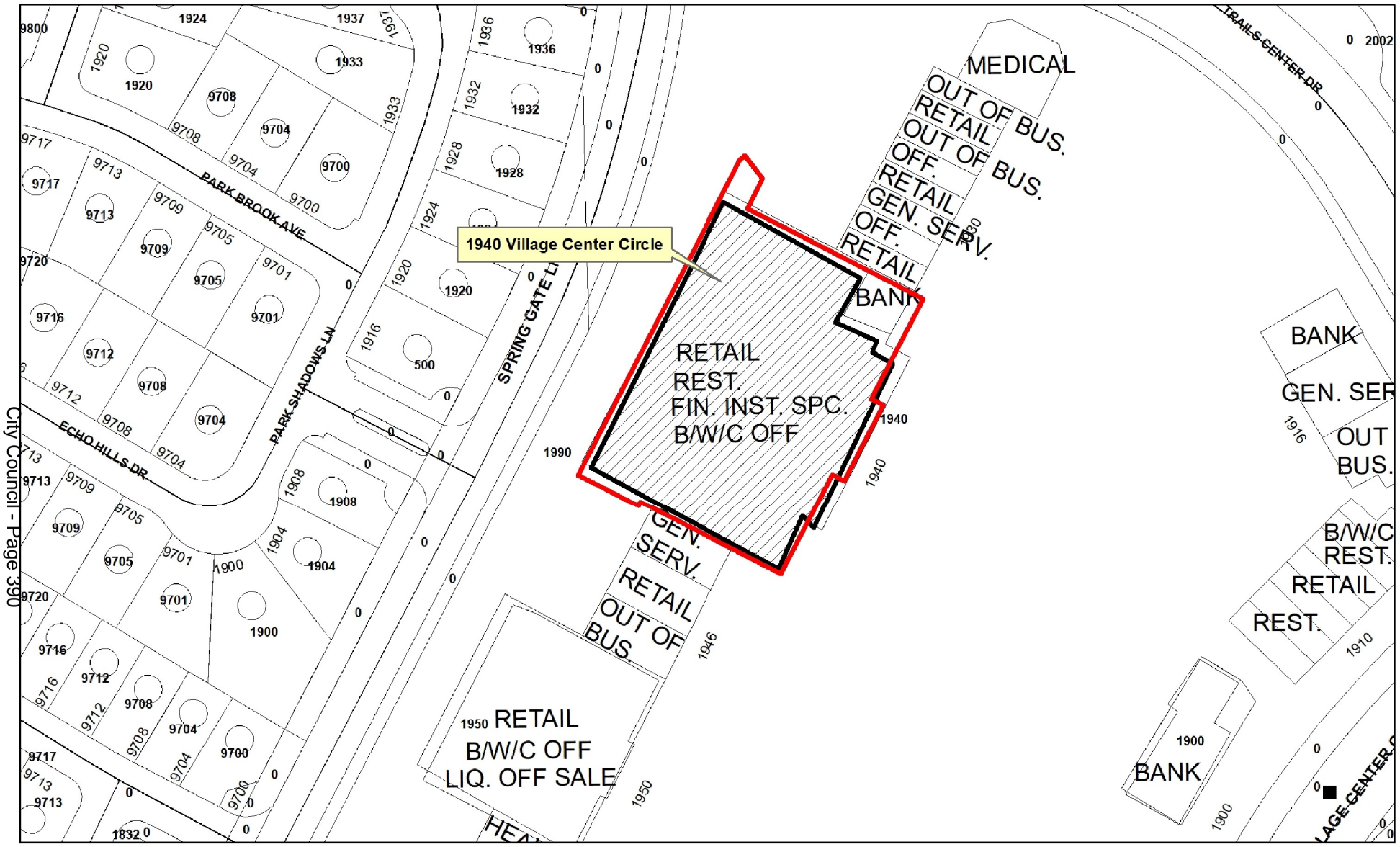
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S #3333 at 1940 Village Center Circle - Ward 2 (Vacant)

OWNERSHIP:

ALBERTSON'S, LLC
- Albertsons Companies, Inc., Member
  - James L. Donald, President, Chief Executive Officer
  - Robert Gordon, Executive Vice President, General Counsel, Secretary
  - Gary Morton, Vice President, Treasurer, Assistant Secretary
  - Robert B. Dimond, Executive Vice President, Chief Financial Officer
  - Kim ACI, LLC, Shareholder
    - KRS ABS, LLC, Managing Member
    - KRSX Merge, LLC, Member
    - KIM-SFW, LLC, Member
  - Albertsons, Investor Holding, LLC, Shareholder
    - Cerberus Iceberg, LLC, Managing Member
      - Cerberus Partners, LP, Member
      - Cerberus Institutional Partners, V LP, Member
      - Cerberus CP Partners, LP, Member
      - Cerberus International Master Fund, LP, Member
      - Gabriel Assets, LLC, Member
      - Cerberus Partners, II, LP, Member
    - Jubilee ABS Holding, LLC, Managing Member
      - Jay Schothenstein, Manager
      - Ben Kraner, Manager
      - Jubilee Iceberg, LLC, Member
      - Jubilee Saturn ABS, LLC, Member
      - Jubilee Symphony ABS, LLC, Member
    - K-Saturn, LLC, Member
    - KLA A Markets, LLC, Member
    - A-S Klaff Equity, LLC, Member
    - L-A Saturn Acquisition, LP, Limited Partner
    - L-A V ABS, LLC, Limited Partner
    - Lubert-Adler Real Estate Fund VI, LP, Limited Partner
    - Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
    - Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
    - Lubert-Adler Real Estate Fund V, LP, Limited Partner
    - Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
    - SK Retail Investment, LLC, Member
    - Colfin Safe Holdings, LLC, Member
    - Mexico Foods Holdings, LLC, Member
    - Management Group



Albertson's #3333
1940 Village Center Circle
Ward 2

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, April 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
33

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #3016 at 10250 West Charleston Boulevard - Ward 2 (Vacant)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

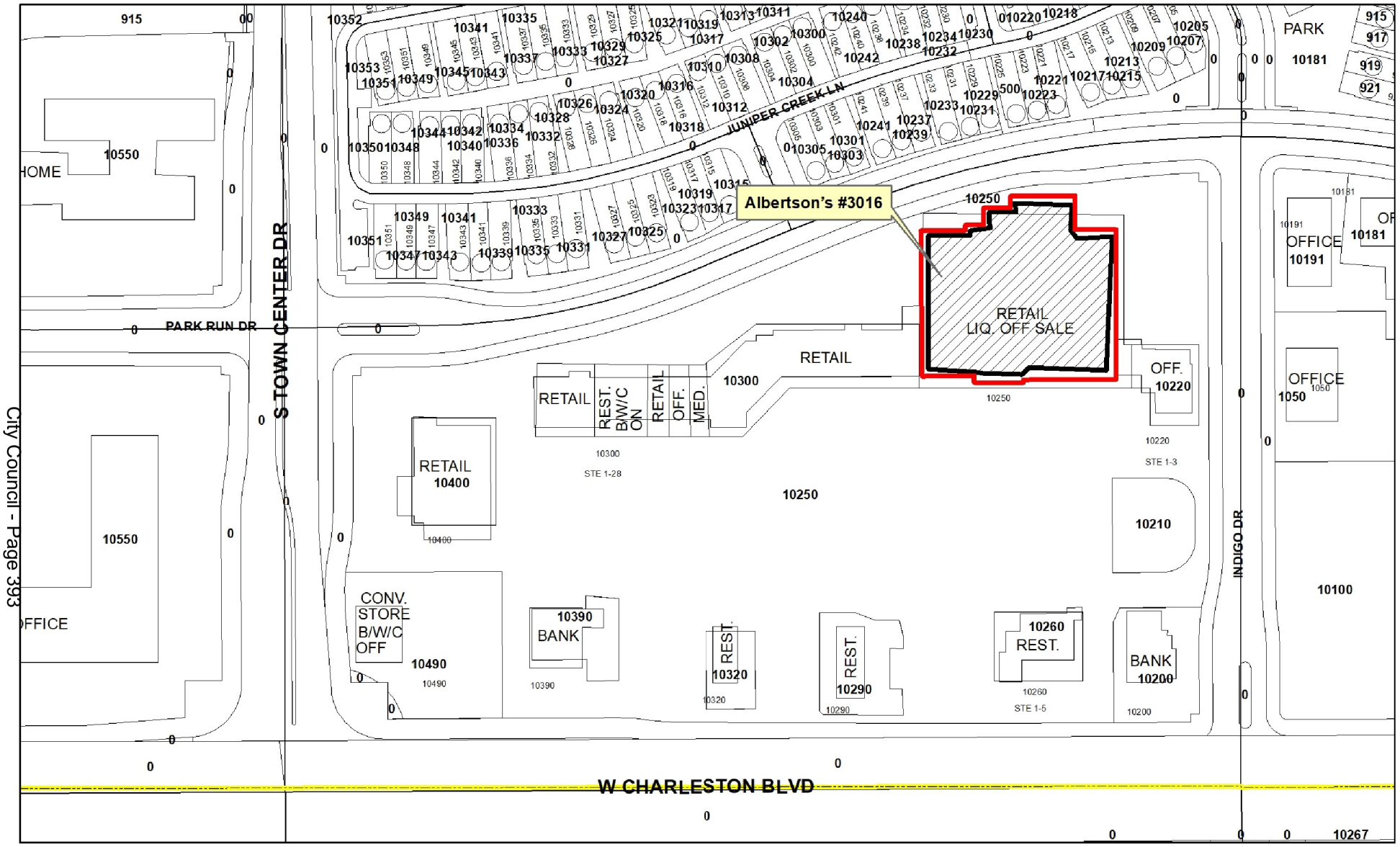
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S #3016 at 10250 West Charleston Boulevard - Ward 2 (Vacant)

OWNERSHIP:

ALBERTSON'S, LLC
- Albertsons Companies, Inc., Member
  - James L. Donald, President, Chief Executive Officer
  - Robert Gordon, Executive Vice President, General Counsel, Secretary
  - Gary Morton, Vice President, Treasurer, Assistant Secretary
  - Robert B. Dimond, Executive Vice President, Chief Financial Officer
  - Kim ACI, LLC, Shareholder
    - KRS ABS, LLC, Managing Member
    - KRSX Merge, LLC, Member
    - KIM-SFW, LLC, Member
  - Albertsons, Investor Holding, LLC, Shareholder
    - Cerberus Iceberg, LLC, Managing Member
      - Cerberus Partners, LP, Member
      - Cerberus Institutional Partners, V LP, Member
      - Cerberus CP Partners, LP, Member
      - Cerberus International Master Fund, LP, Member
      - Gabriel Assets, LLC, Member
      - Cerberus Partners, II, LP, Member
    - Jubilee ABS Holding, LLC, Managing Member
      - Jay Schothenstein, Manager
      - Ben Kraner, Manager
      - Jubilee Iceberg, LLC, Member
      - Jubilee Saturn ABS, LLC, Member
      - Jubilee Symphony ABS, LLC, Member
    - K-Saturn, LLC, Member
    - KLA A Markets, LLC, Member
    - A-S Klaff Equity, LLC, Member
    - L-A Saturn Acquisition, LP, Limited Partner
    - L-A V ABS, LLC, Limited Partner
    - Lubert-Adler Real Estate Fund VI, LP, Limited Partner
    - Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
    - Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
    - Lubert-Adler Real Estate Fund V, LP, Limited Partner
    - Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
    - SK Retail Investment, LLC, Member
    - Colfin Safe Holdings, LLC, Member
    - Mexico Foods Holdings, LLC, Member
    - Management Group



Albertson's #3016

10250 West Charleston Boulevard

Ward 2

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, April 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
34

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #90 at 7075 West Ann Road - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

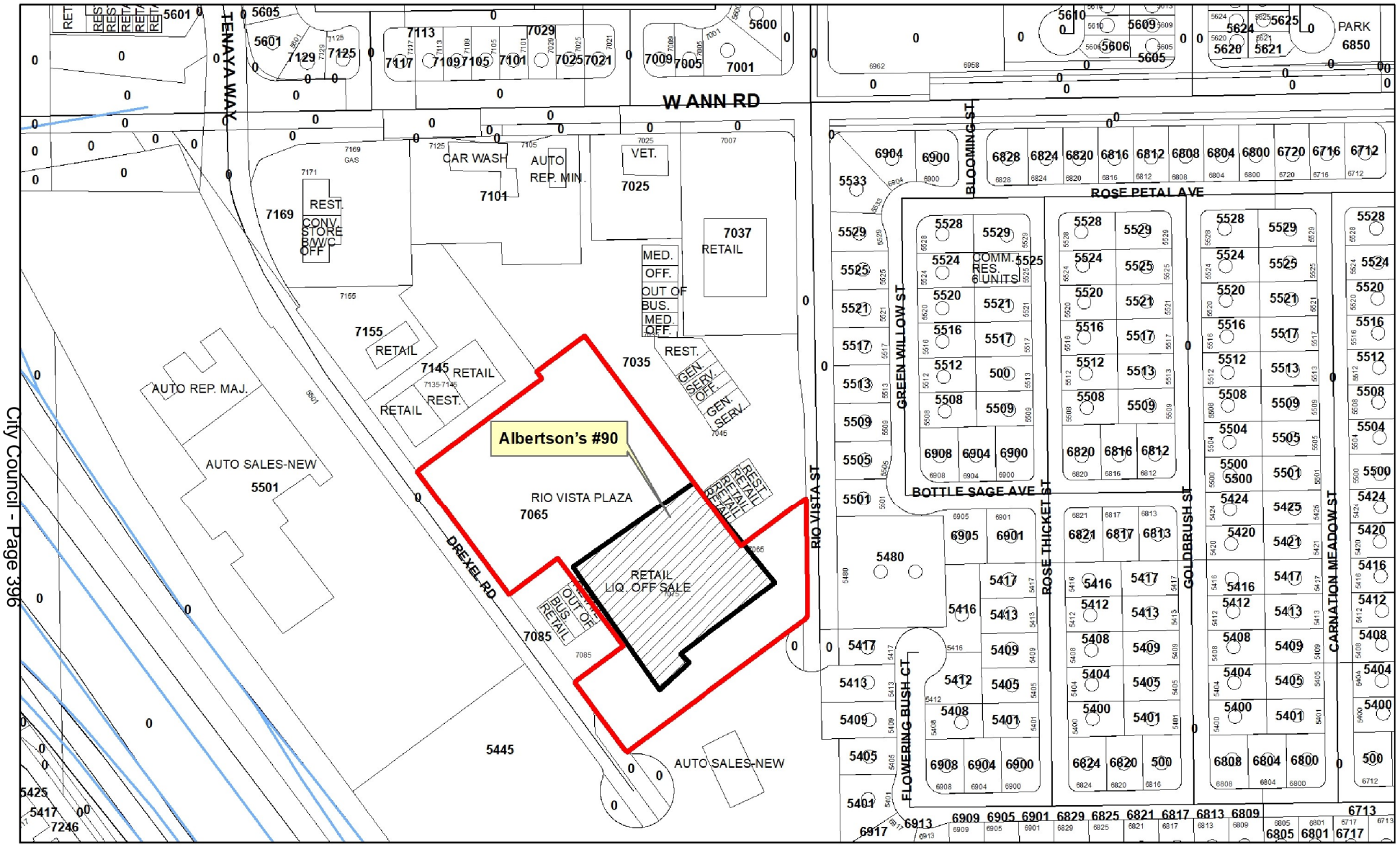
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #90 at 7075 West Ann Road - Ward 4 (Anthony)

OWNERSHIP:

ALBERTSON'S, LLC
Albertsons Companies, Inc., Member
James L. Donald, President, Chief Executive Officer
Robert Gordon, Executive Vice President, General Counsel, Secretary
Gary Morton, Vice President, Treasurer, Assistant Secretary
Robert B. Dimond, Executive Vice President, Chief Financial Officer
Kim ACI, LLC, Shareholder
KRS ABS, LLC, Managing Member
KRSX Merge, LLC, Member
KIM-SFW, LLC, Member
Albertsons, Investor Holding, LLC, Shareholder
Cerberus Iceberg, LLC, Managing Member
Cerberus Partners, LP, Member
Cerberus Institutional Partners, V LP, Member
Cerberus CP Partners, LP, Member
Cerberus International Master Fund, LP, Member
Gabriel Assets, LLC, Member
Cerberus Partners, II, LP, Member
Jubilee ABS Holding, LLC, Managing Member
Jay Schothenstein, Manager
Ben Kraner, Manager
Jubilee Iceberg, LLC, Member
Jubilee Saturn ABS, LLC, Member
Jubilee Symphony ABS, LLC, Member
K-Saturn, LLC, Member
KLA A Markets, LLC, Member
A-S Klaff Equity, LLC, Member
L-A Saturn Acquisition, LP, Limited Partner
L-A V ABS, LLC, Limited Partner
Lubert-Adler Real Estate Fund VI, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
Lubert-Adler Real Estate Fund V, LP, Limited Partner
Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
SK Retail Investment, LLC, Member
Colfin Safe Holdings, LLC, Member
Mexico Foods Holdings, LLC, Member
Management Group



City Council - Page 396

1/1

Albertson's #90

7075 West Ann Road

Ward 4

Freeways

Subject Property

City Limits

Site Location

N

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Geographic Information System

Planning & Development Dept.

702-229-6301

Date: Tuesday, April 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
35

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #61 at 4850 West Craig Road - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

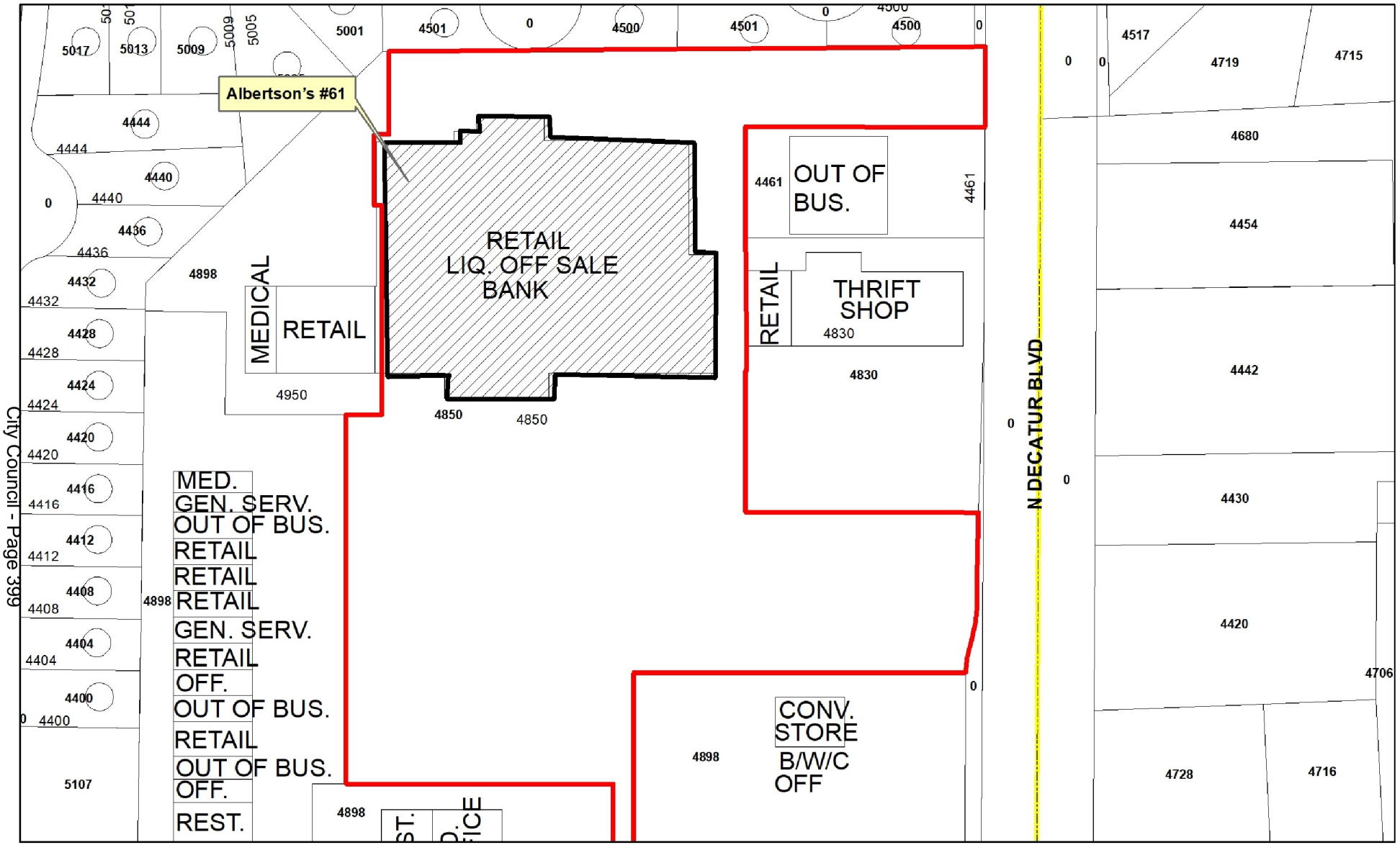
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S #61 at 4850 West Craig Road - Ward 4 (Anthony)

OWNERSHIP:

ALBERTSON'S, LLC
- Albertsons Companies, Inc., Member
  - James L. Donald, President, Chief Executive Officer
  - Robert Gordon, Executive Vice President, General Counsel, Secretary
  - Gary Morton, Vice President, Treasurer, Assistant Secretary
  - Robert B. Dimond, Executive Vice President, Chief Financial Officer
  - Kim ACI, LLC, Shareholder
    - KRS ABS, LLC, Managing Member
    - KRSX Merge, LLC, Member
    - KIM-SFW, LLC, Member
  - Albertsons, Investor Holding, LLC, Shareholder
    - Cerberus Iceberg, LLC, Managing Member
      - Cerberus Partners, LP, Member
      - Cerberus Institutional Partners, V LP, Member
      - Cerberus CP Partners, LP, Member
      - Cerberus International Master Fund, LP, Member
      - Gabriel Assets, LLC, Member
      - Cerberus Partners, II, LP, Member
    - Jubilee ABS Holding, LLC, Managing Member
      - Jay Schothenstein, Manager
      - Ben Kraner, Manager
      - Jubilee Iceberg, LLC, Member
      - Jubilee Saturn ABS, LLC, Member
      - Jubilee Symphony ABS, LLC, Member
    - K-Saturn, LLC, Member
    - KLA A Markets, LLC, Member
    - A-S Klaff Equity, LLC, Member
    - L-A Saturn Acquisition, LP, Limited Partner
    - L-A V ABS, LLC, Limited Partner
    - Lubert-Adler Real Estate Fund VI, LP, Limited Partner
    - Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
    - Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
    - Lubert-Adler Real Estate Fund V, LP, Limited Partner
    - Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
    - SK Retail Investment, LLC, Member
    - Colfin Safe Holdings, LLC, Member
    - Mexico Foods Holdings, LLC, Member
    - Management Group



City Council - Page 399
1/1

Albertson's #61
4850 West Craig Road
Ward 4

Freeways
Subject Property
City Limits
Site Location

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 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
36

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #46 1001 South Rainbow Boulevard - Ward 1 (Tarkanian)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

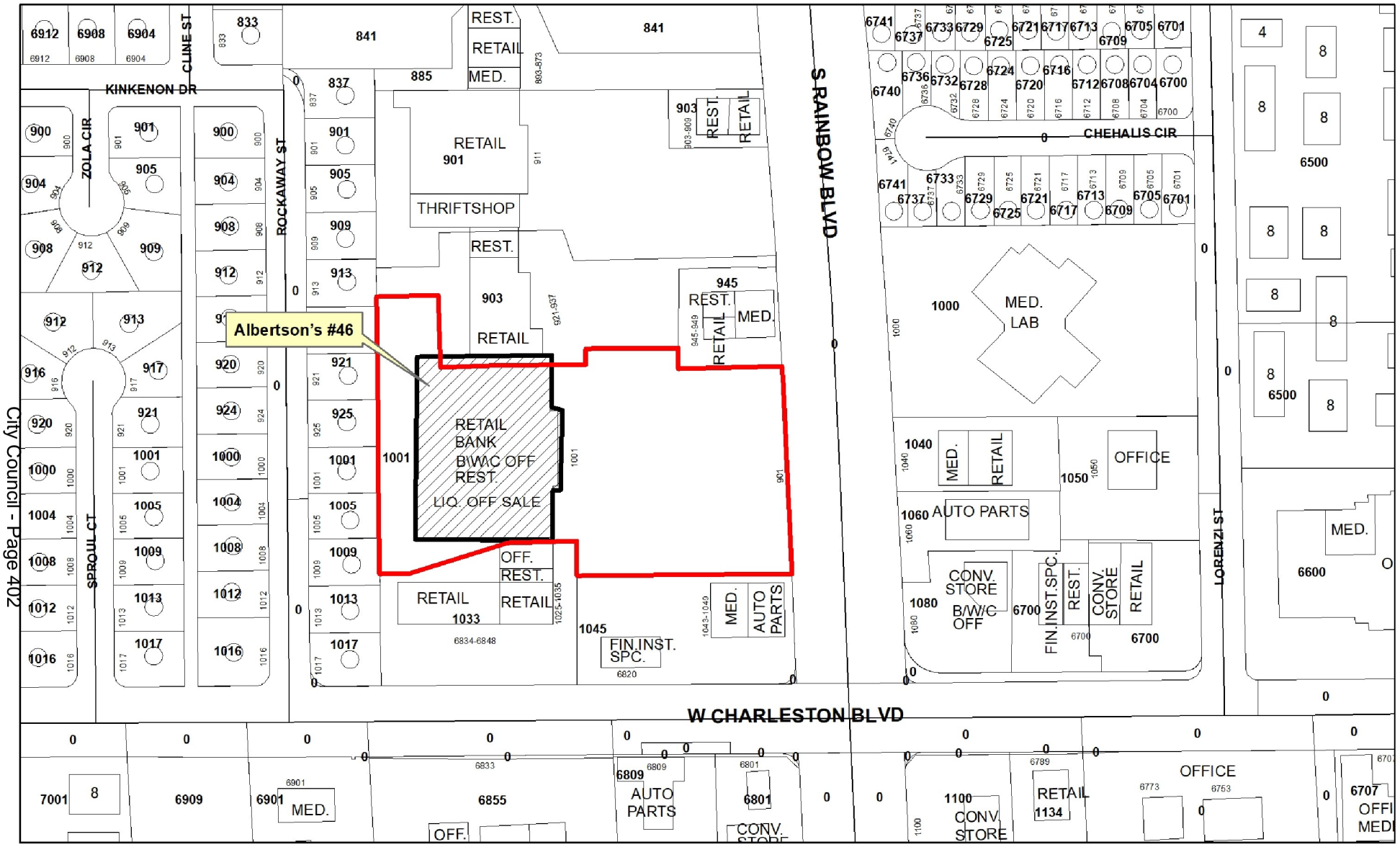
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S #46 at 1001 South Rainbow Boulevard - Ward 1 (Tarkanian)

OWNERSHIP:

ALBERTSON'S, LLC
Albertsons Companies, Inc., Member
James L. Donald, President, Chief Executive Officer
Robert Gordon, Executive Vice President, General Counsel, Secretary
Gary Morton, Vice President, Treasurer, Assistant Secretary
Robert B. Dimond, Executive Vice President, Chief Financial Officer
Kim ACI, LLC, Shareholder
KRS ABS, LLC, Managing Member
KRSX Merge, LLC, Member
KIM-SFW, LLC, Member
Albertsons, Investor Holding, LLC, Shareholder
Cerberus Iceberg, LLC, Managing Member
Cerberus Partners, LP, Member
Cerberus Institutional Partners, V LP, Member
Cerberus CP Partners, LP, Member
Cerberus International Master Fund, LP, Member
Gabriel Assets, LLC, Member
Cerberus Partners, II, LP, Member
Jubilee ABS Holding, LLC, Managing Member
Jay Schothenstein, Manager
Ben Kraner, Manager
Jubilee Iceberg, LLC, Member
Jubilee Saturn ABS, LLC, Member
Jubilee Symphony ABS, LLC, Member
K-Saturn, LLC, Member
KLA A Markets, LLC, Member
A-S Klaff Equity, LLC, Member
L-A Saturn Acquisition, LP, Limited Partner
L-A V ABS, LLC, Limited Partner
Lubert-Adler Real Estate Fund VI, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
Lubert-Adler Real Estate Fund V, LP, Limited Partner
Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
SK Retail Investment, LLC, Member
Colfin Safe Holdings, LLC, Member
Mexico Foods Holdings, LLC, Member
Management Group



Freeways
Subject Property
City Limits
Site Location

Albertson's #46

1001 South Rainbow Boulevard

Ward 1

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, April 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
37

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #13 at 2550 South Fort Apache Road - Ward 2 (Vacant)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

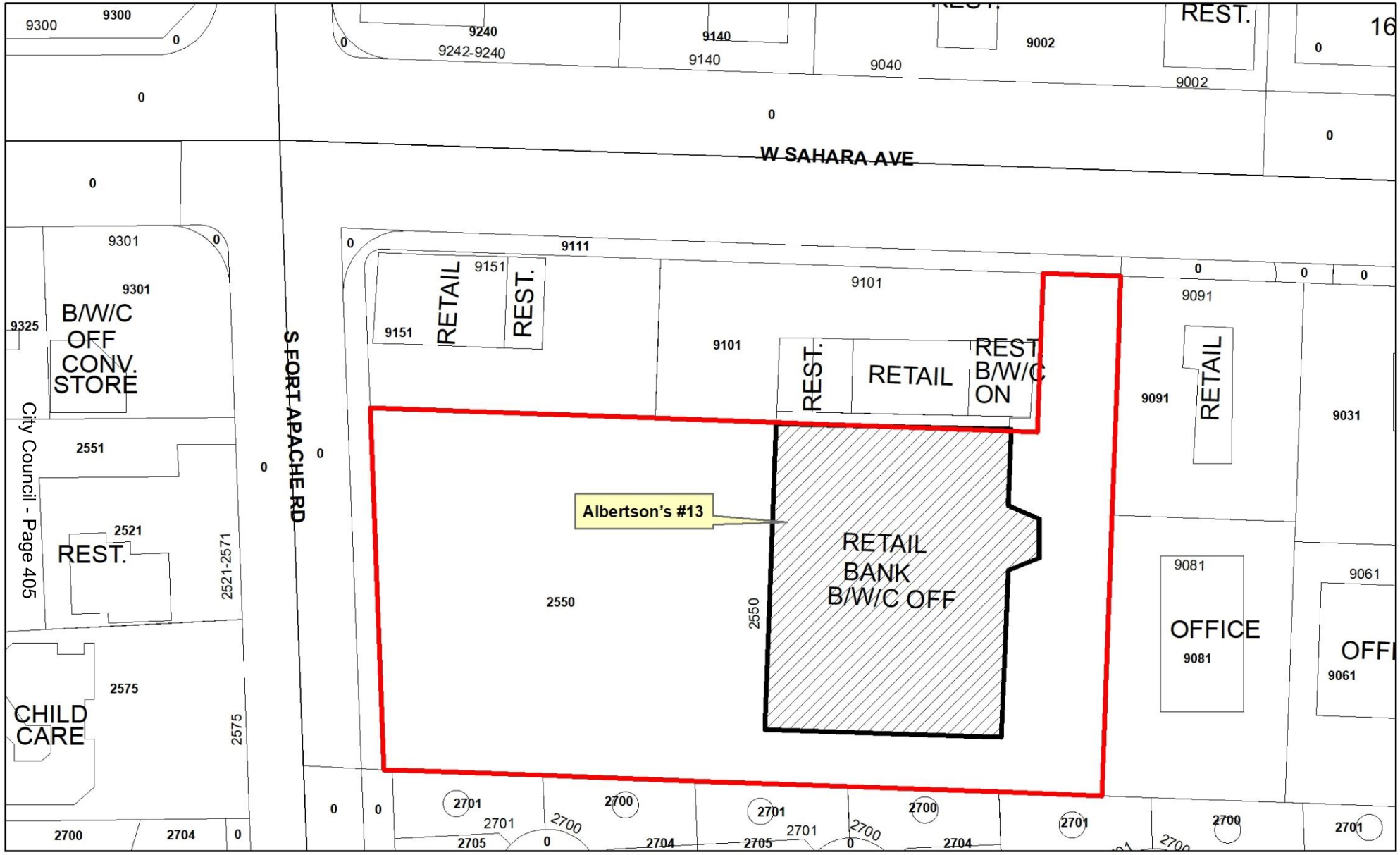
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S #13 at 2550 South Fort Apache Road - Ward 2 (Vacant)

OWNERSHIP:

ALBERTSON'S, LLC
Albertsons Companies, Inc., Member
James L. Donald, President, Chief Executive Officer
Robert Gordon, Executive Vice President, General Counsel, Secretary
Gary Morton, Vice President, Treasurer, Assistant Secretary
Robert B. Dimond, Executive Vice President, Chief Financial Officer
Kim ACI, LLC, Shareholder
KRS ABS, LLC, Managing Member
KRSX Merge, LLC, Member
KIM-SFW, LLC, Member
Albertsons, Investor Holding, LLC, Shareholder
Cerberus Iceberg, LLC, Managing Member
Cerberus Partners, LP, Member
Cerberus Institutional Partners, V LP, Member
Cerberus CP Partners, LP, Member
Cerberus International Master Fund, LP, Member
Gabriel Assets, LLC, Member
Cerberus Partners, II, LP, Member
Jubilee ABS Holding, LLC, Managing Member
Jay Schothenstein, Manager
Ben Kraner, Manager
Jubilee Iceberg, LLC, Member
Jubilee Saturn ABS, LLC, Member
Jubilee Symphony ABS, LLC, Member
K-Saturn, LLC, Member
KLA A Markets, LLC, Member
A-S Klaff Equity, LLC, Member
L-A Saturn Acquisition, LP, Limited Partner
L-A V ABS, LLC, Limited Partner
Lubert-Adler Real Estate Fund VI, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
Lubert-Adler Real Estate Fund V, LP, Limited Partner
Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
SK Retail Investment, LLC, Member
Colfin Safe Holdings, LLC, Member
Mexico Foods Holdings, LLC, Member
Management Group



Freeways
Subject Property
City Limits
Site Location

Albertson's #13
2550 South Fort Apache Road
Ward 2

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, April 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
38

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #118 at 7151 West Craig Road - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License for a Change of Ownership.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

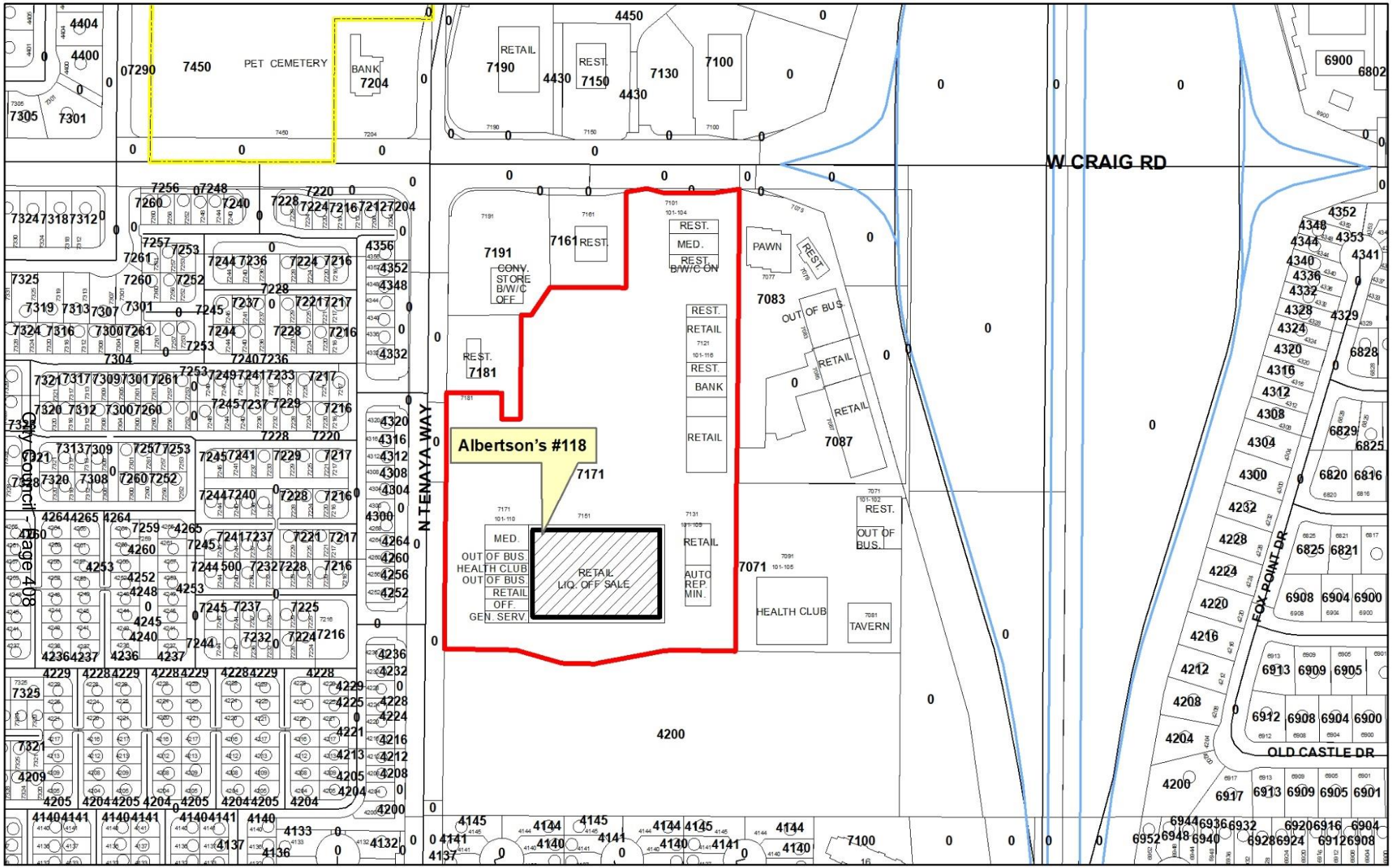
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for a Change of Ownership FROM: ALBERTSON'S, LLC TO: ALBERTSON'S, LLC dba ALBERTSON'S #118 at 7151 West Craig Road - Ward 4 (Anthony)

OWNERSHIP:

ALBERTSON'S, LLC
Albertsons Companies, Inc., Member
James L. Donald, President, Chief Executive Officer
Robert Gordon, Executive Vice President, General Counsel, Secretary
Gary Morton, Vice President, Treasurer, Assistant Secretary
Robert B. Dimond, Executive Vice President, Chief Financial Officer
Kim ACI, LLC, Shareholder
KRS ABS, LLC, Managing Member
KRSX Merge, LLC, Member
KIM-SFW, LLC, Member
Albertsons, Investor Holding, LLC, Shareholder
Cerberus Iceberg, LLC, Managing Member
Cerberus Partners, LP, Member
Cerberus Institutional Partners, V LP, Member
Cerberus CP Partners, LP, Member
Cerberus International Master Fund, LP, Member
Gabriel Assets, LLC, Member
Cerberus Partners, II, LP, Member
Jubilee ABS Holding, LLC, Managing Member
Jay Schothenstein, Manager
Ben Kraner, Manager
Jubilee Iceberg, LLC, Member
Jubilee Saturn ABS, LLC, Member
Jubilee Symphony ABS, LLC, Member
K-Saturn, LLC, Member
KLA A Markets, LLC, Member
A-S Klaff Equity, LLC, Member
L-A Saturn Acquisition, LP, Limited Partner
L-A V ABS, LLC, Limited Partner
Lubert-Adler Real Estate Fund VI, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-B, LP, Limited Partner
Lubert-Adler Real Estate Fund VI-A, LP, Limited Partner
Lubert-Adler Real Estate Fund V, LP, Limited Partner
Lubert-Adler Real Estate Parallel Fund V, LP, Limited Partner
SK Retail Investment, LLC, Member
Colfin Safe Holdings, LLC, Member
Mexico Foods Holdings, LLC, Member
Management Group



Albertson's #118

7151 West Craig Road

Ward 4

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, April 09, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
39

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Temporary Restaurant with Alcohol License for a Change of Ownership FROM: CARRABBA'S ITALIAN GRILL, LLC TO: ITALIAN RESTAURANT GROUP, LLC dba CARRABBA'S ITALIAN GRILL at 8771 West Charleston Boulevard - Ward 2 (Vacant)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Restaurant with Alcohol License for a Change of Ownership.

RECOMMENDATION:
Recommend approval of a temporary restaurant with alcohol license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

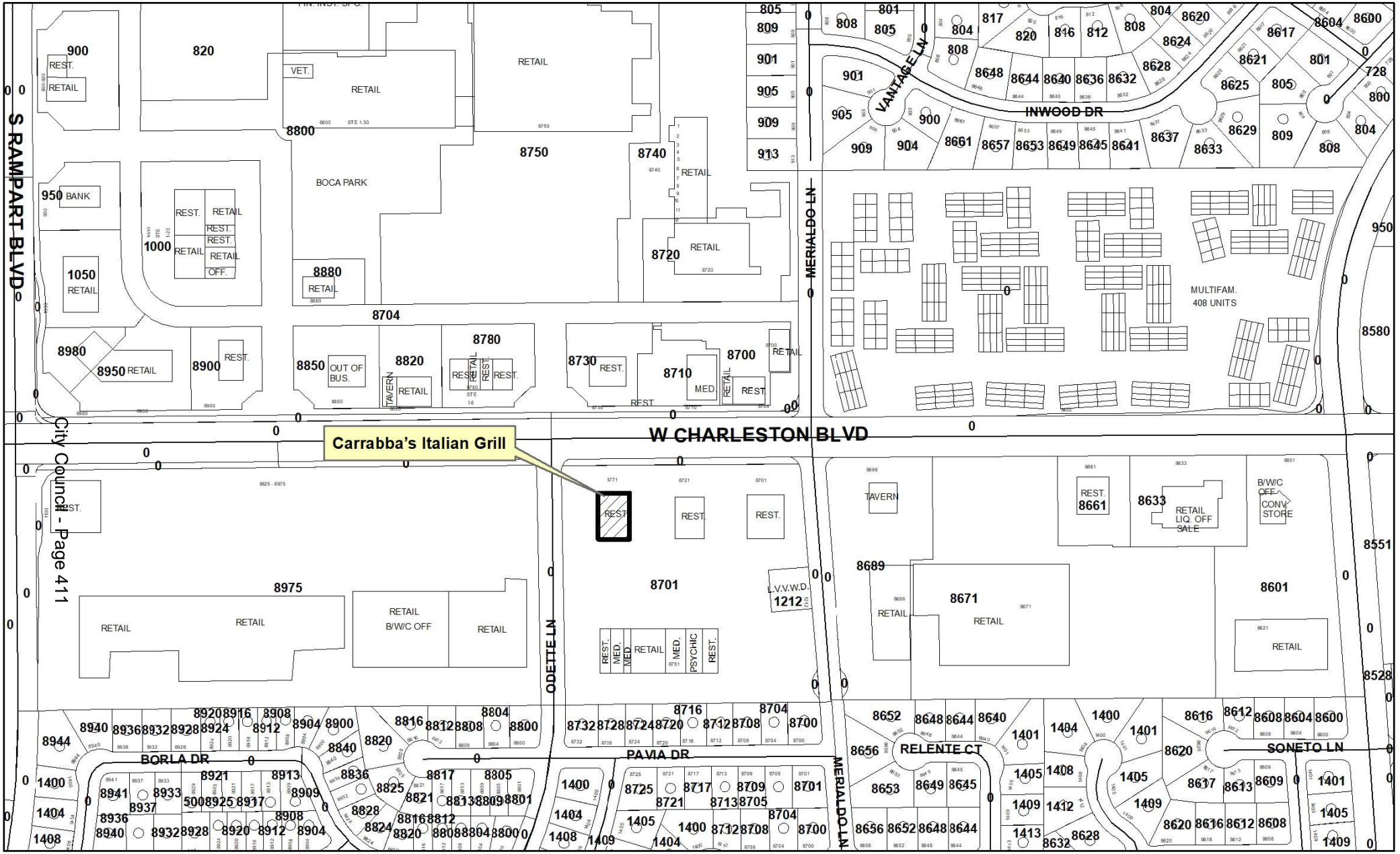
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Restaurant with Alcohol License for a Change of Ownership FROM: CARRABBA'S ITALIAN GRILL, LLC TO: ITALIAN RESTAURANT GROUP, LLC dba CARRABBA'S ITALIAN GRILL at 8771 West Charleston Boulevard - Ward 2 (Vacant)

OWNERSHIP:

ITALIAN RESTAURANT GROUP, LLC
Evergreen Acquisition, LLC, Managing Member
Jeffrey K. Jones, Managing Member
Clifford L. Jones, Member



Carrabba's Italian Grill

8771 West Charleston Boulevard

Ward 2

Freeways

Subject Property

City Limits

Site Location

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, April 15, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
40

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

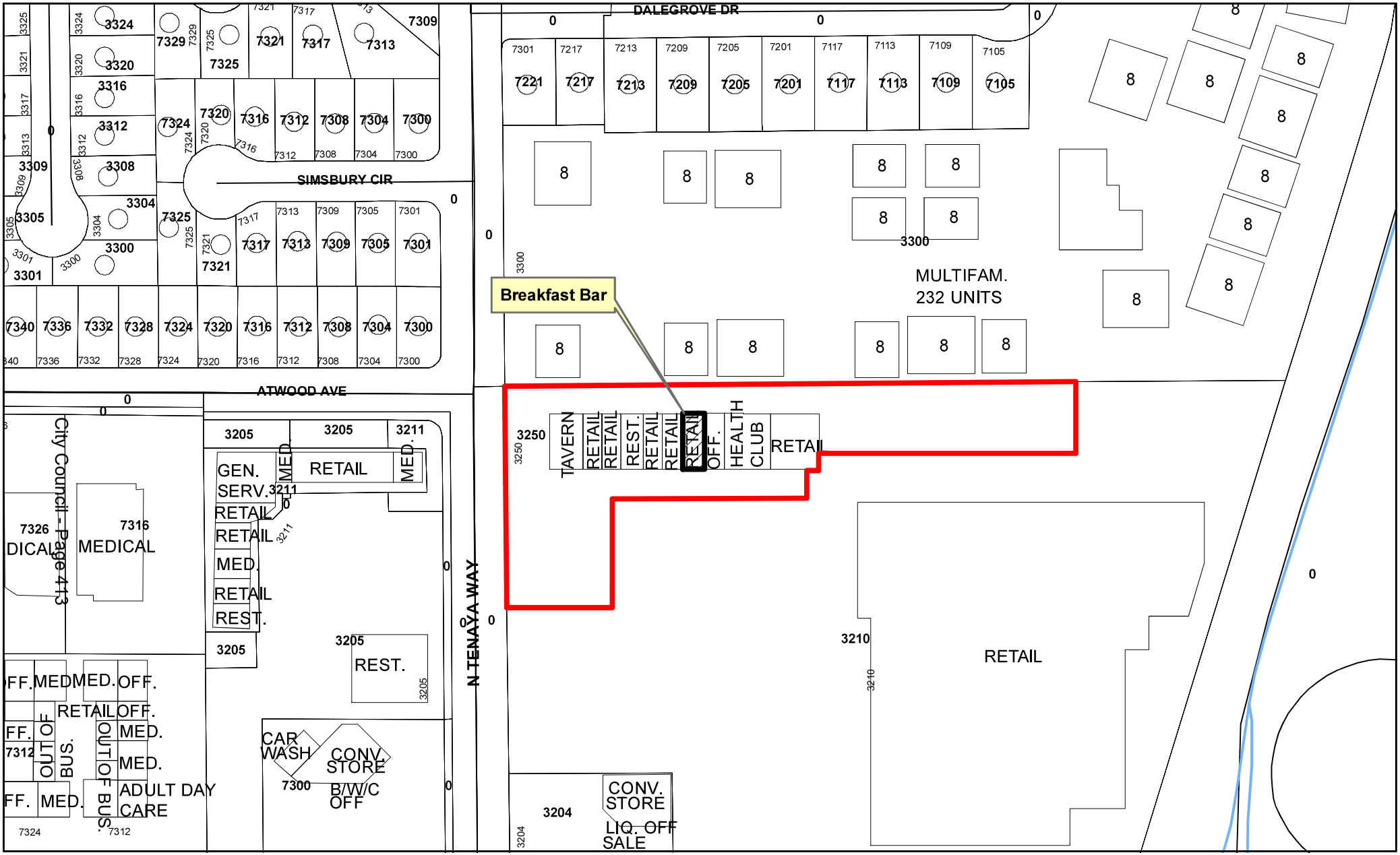
SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License H & F COFFEE, INC. dba BREAKFAST BAR at 3250 North Tenaya Way, Suite #110 [Francisco Alberto Garcia-Moctezoma, President, Secretary, Treasurer, Director, Shareholder] - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve 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. Location Map



Breakfast Bar

3250 North Tenaya Way, Suite #110

Ward 4

Freeways

Subject Property

City Limits

Site Location

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 04, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
41

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve staff to negotiate, purchase real property and relocate existing businesses/tenants for the Las Vegas Boulevard Improvements - Stewart Avenue to Washington Avenue project, multiple APNs ($12,950,000 - Road and Flood Capital Project Fund [CPF]) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $12,950,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Right-of-Way

PURPOSE/BACKGROUND:
This project will include street reconstruction to incorporate street improvements to better accommodate public transportation and pedestrians. This project also enhances the Cultural Corridor and Scenic Byway. The funding for this project will utilize Fuel Revenue Indexing Extension Funds from the Regional Transportation Commission.

RECOMMENDATION:
Approval. If approved, the Public Works Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the acquisition of the real property and relocation of the existing tenants.

BACKUP DOCUMENTATION:
1. Exhibit Map

EXHIBIT MAP

LAS VEGAS BLVD IMPROVEMENTS - STEWART AVE TO WASHINGTON AVE

City

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
42

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Second Supplemental Interlocal Contract LAS24K17 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the project completion date for the construction of the Gowan North - Buffalo Branch, Lone Mountain to Washburn Road project - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On May 18, 2017, the CCRFCD approved an Interlocal Contract for Construction and Construction Management associated with the Gowan North - Buffalo Branch, Lone Mountain to Washburn Road project. On November 9, 2017, a First Supplemental Interlocal Contract was approved to increase funding. This Second Supplemental Interlocal Contract will extend the project completion date from April 30, 2019 to April 30, 2020. Additional time is necessary to complete the project. The CCRFCD approved this Interlocal Contract at their March 14, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Second Supplemental Interlocal Contract LAS24K17

SECOND SUPPLEMENTAL INTERLOCAL CONTRACT
GOWAN NORTH – BUFFALO BRANCH, LONE MOUNTAIN TO WASHBURN ROAD

THIS SECOND SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of March, 2019 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and,

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Numbers GOBU 0112 and GOBU 0136, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

WHEREAS, the Interlocal Contract dated May 18, 2017, and First Supplemental Interlocal Contract dated November 9, 2017 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the CITY desires to extend the project completion date.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, shall be revised to read as follows:

15. The items covered in SECTION II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to April 30, 2020. The DISTRICT may, at any time thereafter, grant extensions or terminate this Contract after thirty (30) days notice.

The remainder of the original Interlocal Contract dated May 18, 2017 and First Supplemental Interlocal Contract Dated November 9, 2017 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Second Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 4/8/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

March 14, 2019

Regional Flood Control District

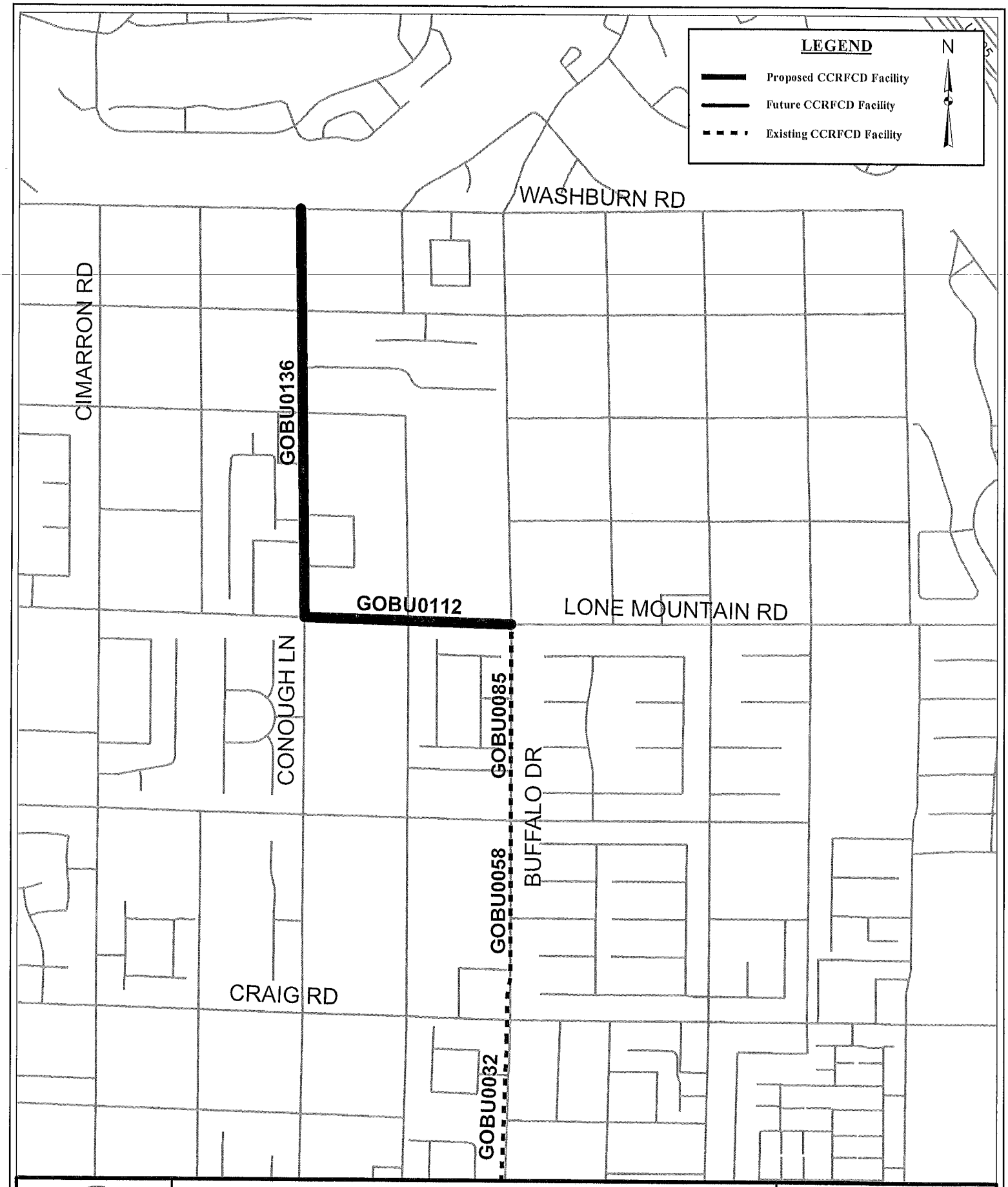
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Sherry Allen
Sherry Allen
Secretary to the Board

Approved as to Form

By: Christopher Figgins 3/14/19
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

EXHIBIT A
GOWAN NORTH - BUFFALO BRANCH, LONE MOUNTAIN TO WASHBURN ROAD (LAS24K17)

SCALE: 1 INCH = 10,000 FT
DRAWING NAME: ExhibitA_GowanNorth_BuffaloBranch_LoneMtn-WashburnRd.MXD
DRAWN BY: C. JONES
DATE: 02/07/2019
SHEET NUMBER 1 OF 1

Document Path: Q:\EXHIBIT_PROJECTS\RFCD\ExhibitA_GowanNorth_BuffaloBranch_LoneMtn-WashburnRd.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
43

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Sixth Supplemental Interlocal Contract LAS14D14 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding for the construction of the Freeway Channel Washington, MLK to Rancho Drive project by $100,000 from $11,455,343 to $11,555,343 (Road and Flood Capital Project Fund [CPF]) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $11,555,343
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
On February 13, 2014, the CCRFCD approved an Interlocal Contract for Construction and Construction Management associated with the Freeway Channel – Washington, MLK to Rancho Drive project. On August 13, 2015, a First Supplemental Interlocal Contract was approved to increase funding. On January 14, 2016, a Second Supplemental Interlocal Contract was approved to extend the project completion date. On February 9, 2017, a Third Supplemental Interlocal Contract was approved to increase project funding and extend the project completion date. On April 12, 2018, a Fourth Supplemental Interlocal Contract was approved to extend the project completion date. On April 12, 2018, a Fifth Supplemental Interlocal Contract was approved to increase project funding. This Sixth Supplemental Interlocal Contract will increase funding to cover the cost of the external construction management and internal labor. The CCRFCD approved this Interlocal Contract at their March 14, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Sixth Supplemental Interlocal Contract LAS14D14

SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT
FREEWAY CHANNEL – WASHINGTON, MLK TO RANCHO DRIVE

THIS SIXTH SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of March, 2019 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Numbers LV15 0424, LV15 0472 and LV15 0474, hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated February 13, 2014, First Supplemental Interlocal Contract dated August 13, 2015, Second Supplemental Interlocal Contract dated January 14, 2016, Third Supplemental Interlocal Contract dated February 9, 2017, Fourth Supplemental Interlocal Contract dated April 12, 2018 and a Fifth Supplemental Interlocal Contract dated December 13, 2018 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to increase project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II - PROJECTS COSTS shall be revised to read as follows:

The DISTRICT agrees to fund project costs within the limits specified below:

1. Construction Management not exceed $1,055,000.

2. Construction at a cost not to exceed $10,500,343.

3. The total cost of this Contract shall not exceed $11,555,343 which includes all the items described in the paragraphs above.

4. If at any time during the term of this Contract the entity determines that a portion of the funds provided pursuant to this Contract will not be needed for the project, then the entity will notify the District in writing of the amount of funds that are not anticipated to be used for the project. Upon receipt of said notification the District's obligation to pay the maximum amount set forth herein will automatically be reduced by the amount specified in the notification.

5. A written request must be made to the DISTRICT and approved by the Board to reallocate funds between phases of the project. No other approval by the Lead Entity is required.

6. A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved by the Board to increase the total cost of the contract noted above prior to payment of any additional funds.

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The remainder of the original Interlocal Contract dated February 13, 2014 and Supplemental Interlocal Contracts dated August 13, 2015, January 14, 2016, February 9, 2017, April 12, 2018 and December 13, 2018 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Sixth Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 4/8/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

March 14, 2019

Regional Flood Control District

By: Lawrence L. Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Sherry Allen
Sherry Allen
Secretary to the Board

Approved as to Form

By: Christopher Figgins 3/14/19
Christopher Figgins Date
Chief Deputy District Attorney

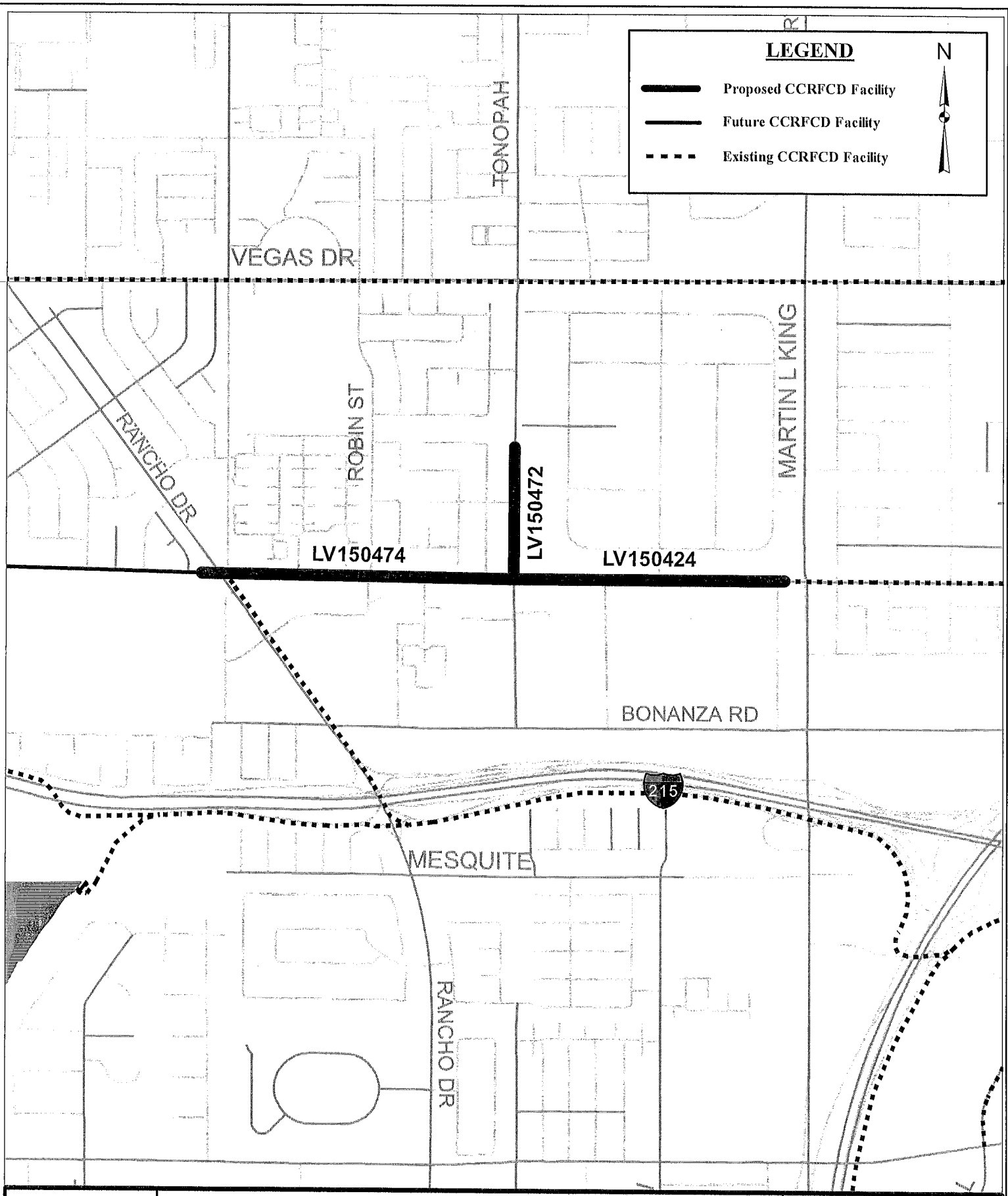

EXHIBIT A
FREEWAY CHANNEL - WASHINGTON, MLK TO RANCHO DRIVE

City Council - Page 424

(LAS14D14)

Public Works
Flood Control Planning

SCALE: 1:14,000
DRAWING NAME: FreewayChannel_WashMLKtoRancho.mxd
DRAWN BY: C. JONES
DATE: 02/07/2019
SHEET NUMBER 1 OF 1

Document Path: Q:\EXHIBIT_PROJECTS\RFCD\FreewayChannel_WashMLKtoRancho.mxd

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AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
44

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve First Supplemental Interlocal Contract LAS16Q18 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to increase funding for the construction of the Rancho Road System - Elkhorn, Grand Canyon to Hualapai project by $60,000 from $5,125,760 to $5,185,760 (Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $5,185,760
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
On March 8, 2018, the CCRFCD approved an Interlocal Contract for Construction and Construction Management associated with the Rancho Road System - Elkhorn, Grand Canyon to Hualapai project. This First Supplemental Interlocal Contract will increase funding to cover the cost of internal labor. The CCRFCD approved this Interlocal Contract at their March 14, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Supplemental Interlocal Contract LAS16Q18

FIRST SUPPLEMENTAL INTERLOCAL CONTRACT
RANCHO ROAD SYSTEM – ELKHORN, GRAND CANYON TO HUALAPAI

THIS FIRST SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 14th day of March, 2019 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements; and,

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility NumberRCHB 0295, hereinafter referred to as "PROJECT"; and,

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and,

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and,

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley; and,

WHEREAS, the Interlocal Contract dated March 8, 2018, was entered into between the DISTRICT and the CITY; and,

WHEREAS, the CITY desires to increase project funding.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION II – PROJECT COSTS, shall be revised to read as follows:

1. Construction Management at a cost not to exceed $509,571.

2. Construction at a cost not to exceed $4,676,189.

3. The total cost of the contract shall not exceed $5,185,760 which includes all of the items described in the paragraphs above.

The remainder of the original Interlocal Contract dated March 8, 2018 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this First Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 4/8/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

March 14, 2019

Regional Flood Control District

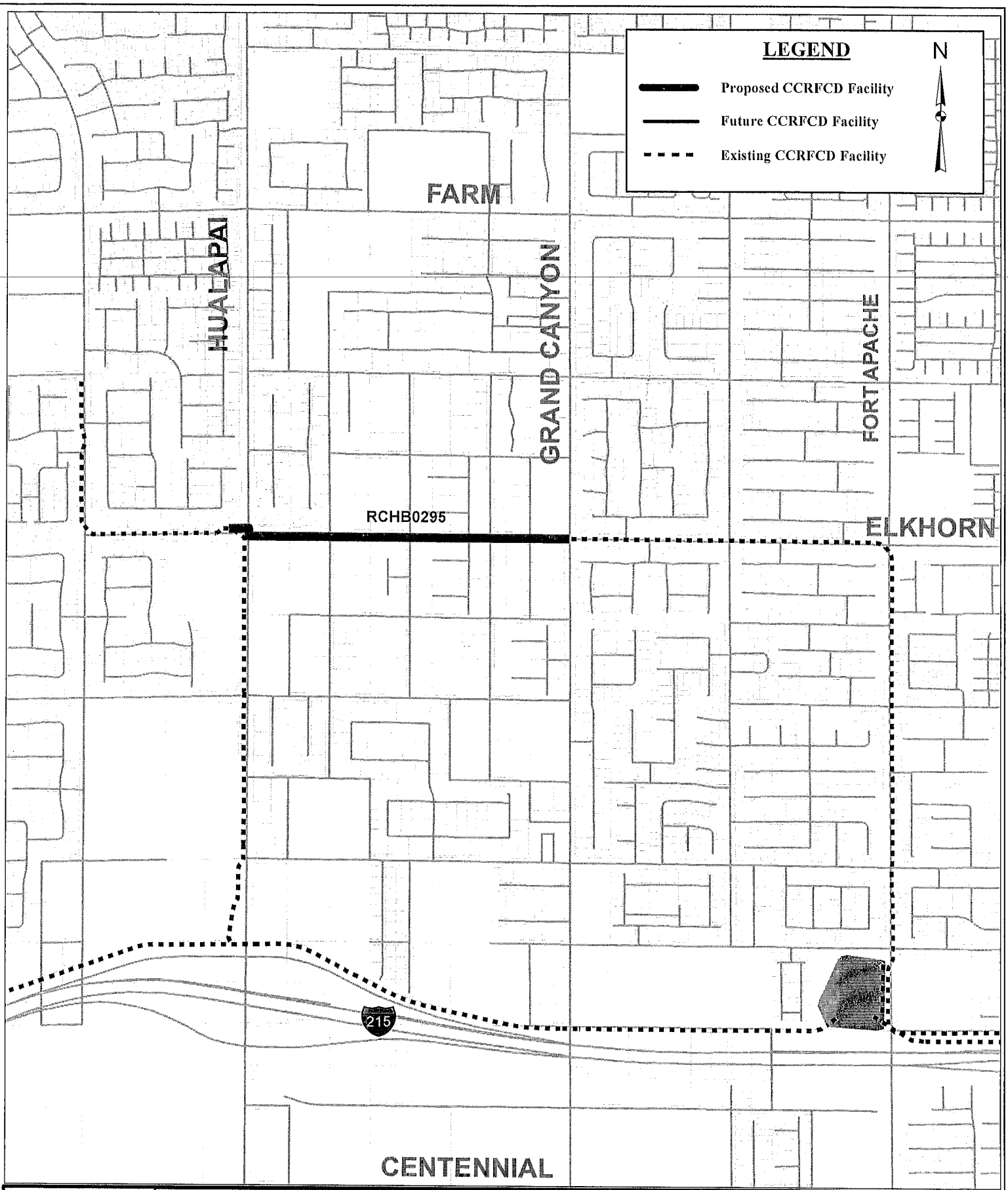
By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chairman

Attest

By: Sherry Allen
Sherry Allen
Secretary to the Board

Approved as to Form

By: Christopher Figgins 3/14/19
Christopher Figgins Date
Chief Deputy District Attorney



Public Works
Flood Control Planning

EXHIBIT A
RANCHO ROAD SYSTEM -
ELKHORN, GRAND CANYON TO HUALAPAI
(LAS16Q18)

SCALE: 1:12,500
DRAWING NAME: RanchoRdSystem_Elkhorn_GrandCanyonToHualapai.mxd
DRAWN BY: C. JONES
DATE: 02/05/2018
SHEET NUMBER 1 OF 1

Document Path: Z:\EXHIBIT_PROJECTS\RFCD\RanchoRdSystem_Elkhorn_GrandCanyonToHualapai.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
45

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve the installation of speed humps on Elton Avenue between Torrey Pines Drive and Jones Boulevard (Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Tarkanian)

FISCAL IMPACT:
Budget Funds Available
Amount: $15,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The Transportation Engineering Division received a request to install speed humps on Elton Avenue between Torrey Pines Drive and Jones Boulevard. A traffic study was conducted on this street. The study indicated there are 1,120 vehicles per day traveling on Elton Avenue. The 85th percentile speed is measured at 35 mph, which is 10 mph over the posted speed of 25 mph. On January 8, 2019, staff mailed out a survey to 78 properties abut this section of road and we received 25 responses; 20 in favor of the speed humps and 5 opposed to the speed humps. It was determined that 5 speed humps would be installed if approved. This street is not an emergency response route.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Map


GARWOOD AVE
GARWOOD AVE
HARGROVE AVE
ELTON AVE
ELTON AVE
TORREY PINES DR
RANSOM DR
FACTOR AVE
CRESTLINE DR
SPEED HUMP PLACEMENT IS APPROXIMATE, EXACT LOCATIONS WILL BE DETERMINED IN THE FIELD
150'
270'
240'
MILINANE DR
WALLACE DR
ELTON AVE
210'
215'
210'
200'
CRESTLINE DR
HUSSEY DR
FAIRWOOD AVE
DAYTON AVE
LEGEND
PROPOSED SPEED HUMPS
EXISTING SPEED HUMPS

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
46

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve staff to negotiate, purchase and transfer interests in parcels of land for the Fiscal Year 18-19 Traffic Signal and Intelligent Transportation System (FY 18-19 Traffic Signal and ITS Project), multiple APNs ($140,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 1 (Tarkanian), Ward 6 (Fiore)

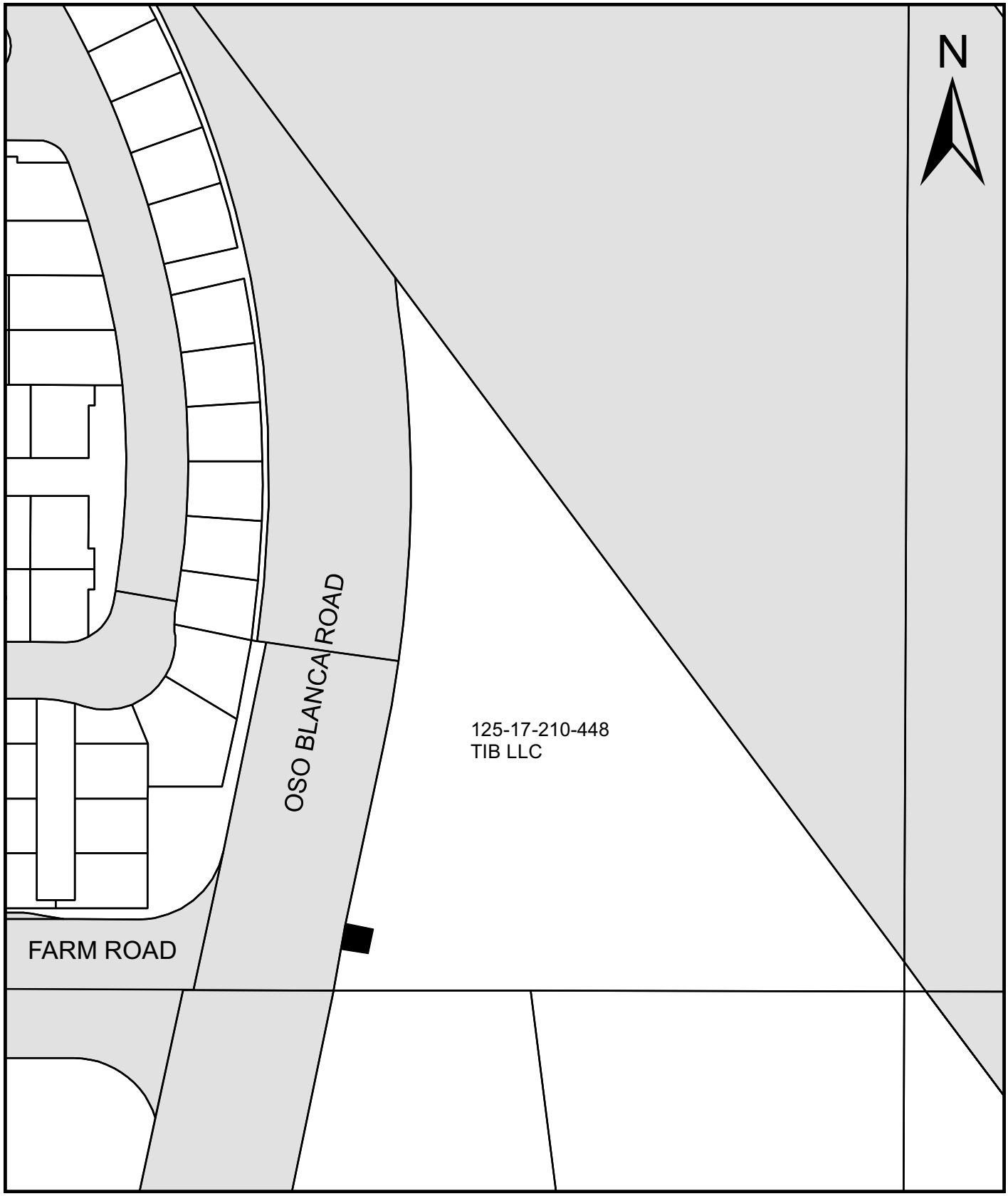
FISCAL IMPACT:
Budget Funds Available
Amount: $140,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Right-of-Way

PURPOSE/BACKGROUND:
The purpose of the FY 18-19 Traffic Signal and ITS Project is to accommodate construction for the installation of traffic signals and equipment, improve Americans with Disabilities Act (ADA) ramps, sidewalk improvements, and signing and striping improvements at various locations. Partial Real Property acquisitions will affect APNs 125-17-210-448 and -301-011, 125-19-202-020, 138-15-710-008, -025 and -026.

RECOMMENDATION:
Approval. If approved, the Public Works Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the partial acquisition of real property.

BACKUP DOCUMENTATION:
1. Exhibit Maps A, B, C, D, E and F

EXHIBIT A



FY18-19 TRAFFIC SIGNALS AND ITS PROJECT

LEGEND

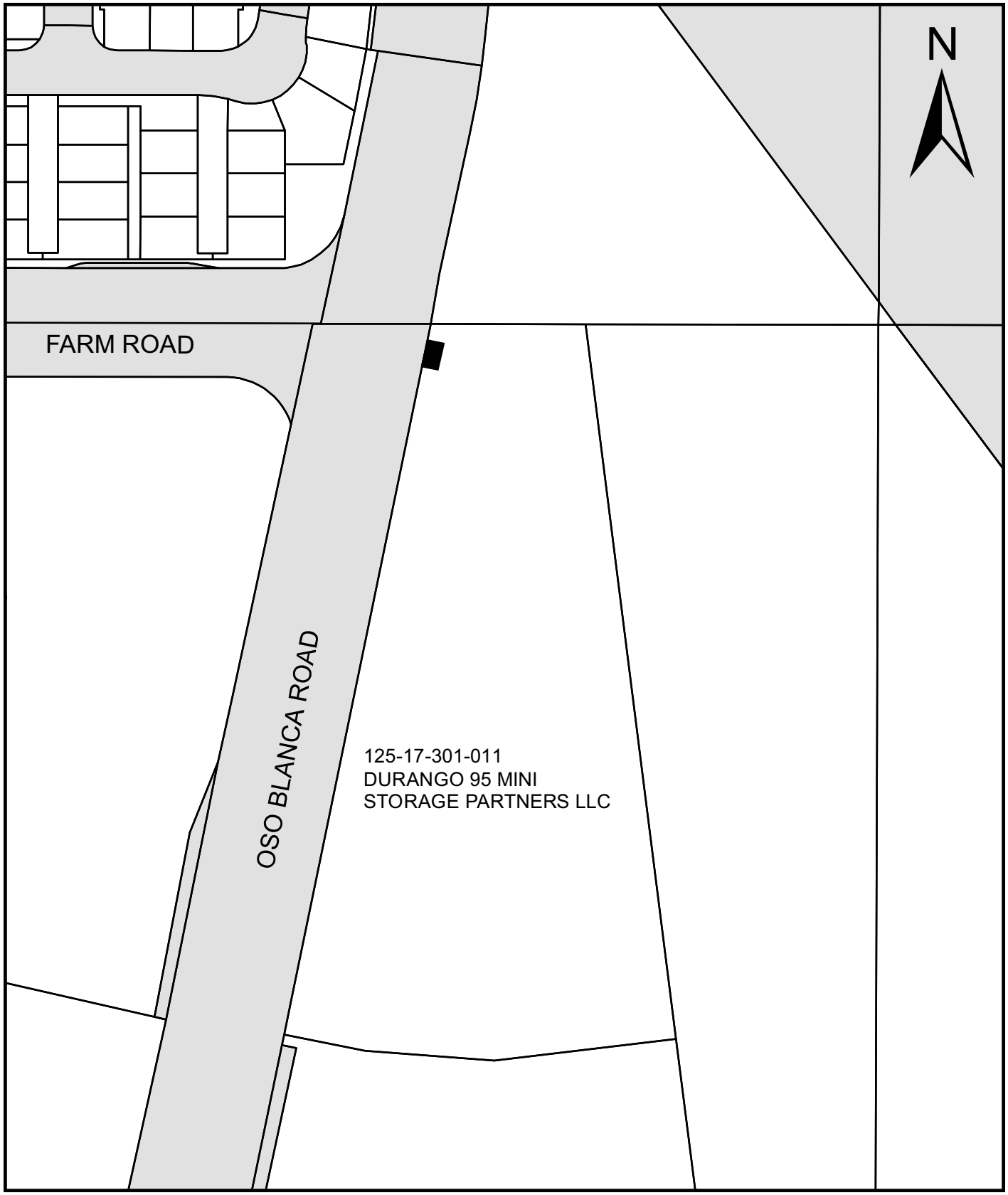
Existing Right-of-Way

Area of Acquisition

CITY OF LAS VEGAS NEVADA

Date: 12/19/2018

EXHIBIT B



FY18-19 TRAFFIC SIGNALS AND ITS PROJECT

LEGEND

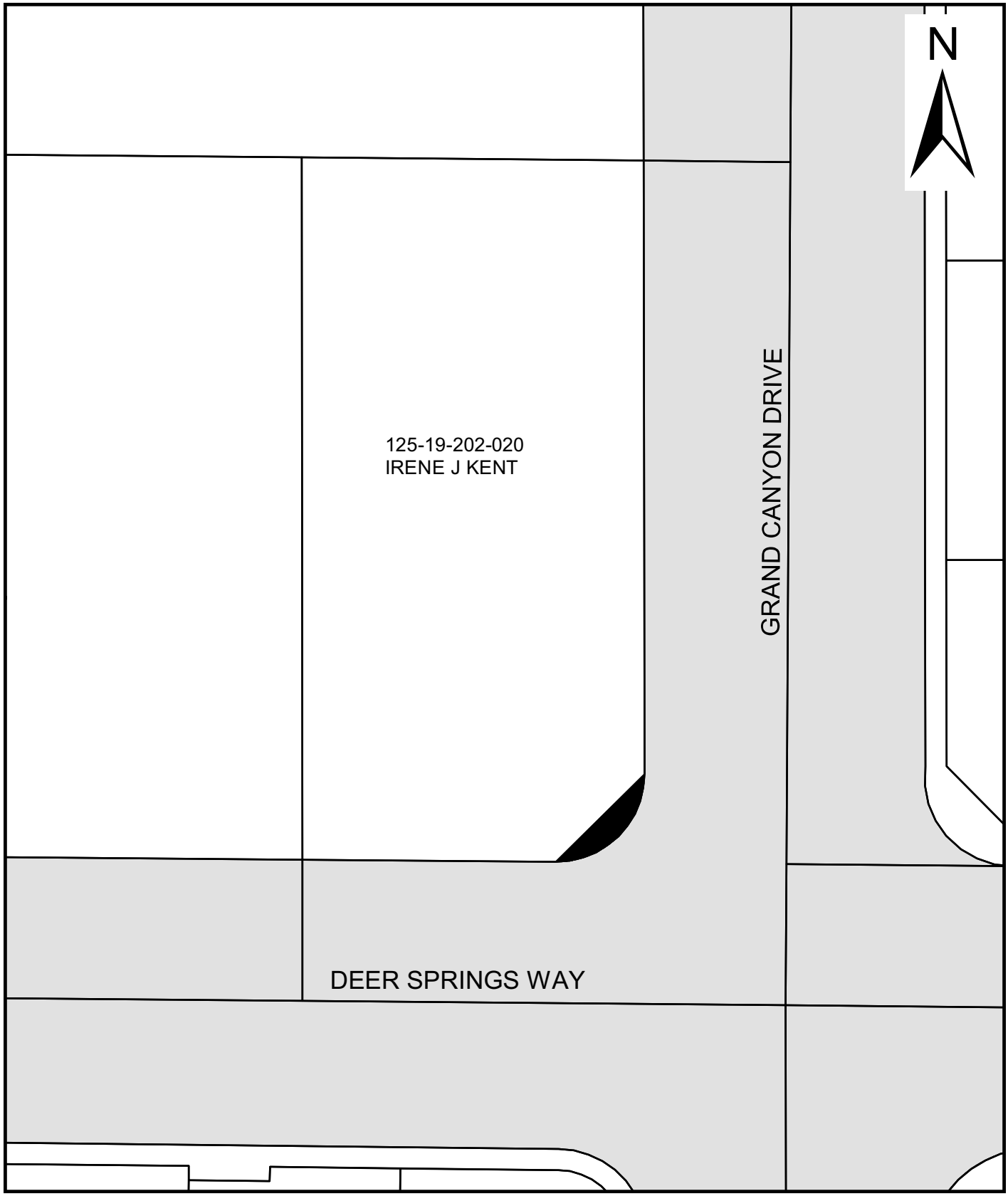
Existing Right-of-Way

Area of Acquisition

CITY OF LAS VEGAS NEVADA

Date: 12/19/2018

EXHIBIT C



LEGEND

Existing Right-of-Way

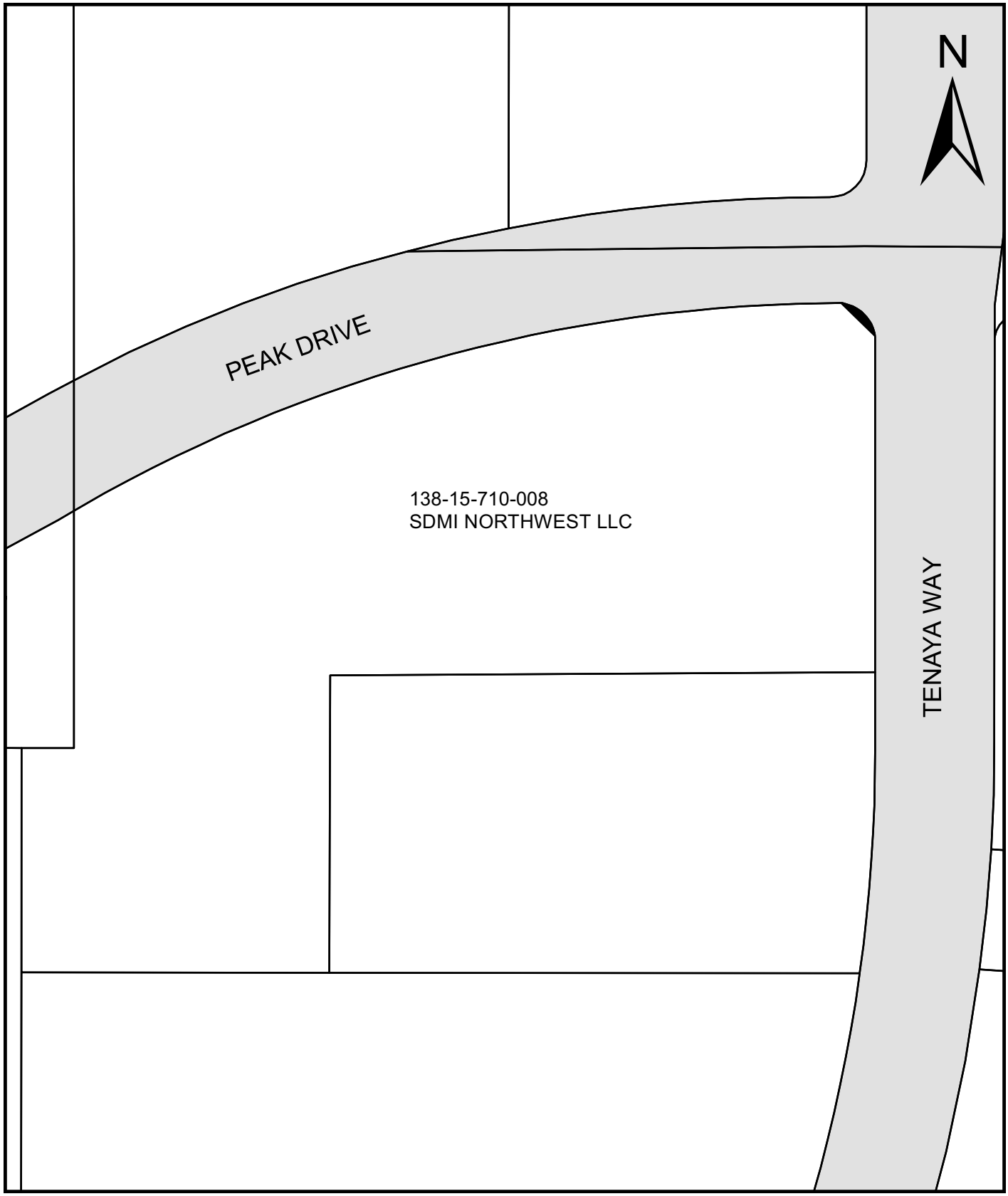
Area of Acquisition

FY18-19 TRAFFIC SIGNALS AND ITS PROJECT

CITY OF LAS VEGAS NEVADA

Date: 12/19/2018

EXHIBIT D



FY18-19 TRAFFIC SIGNALS AND ITS PROJECT

LEGEND

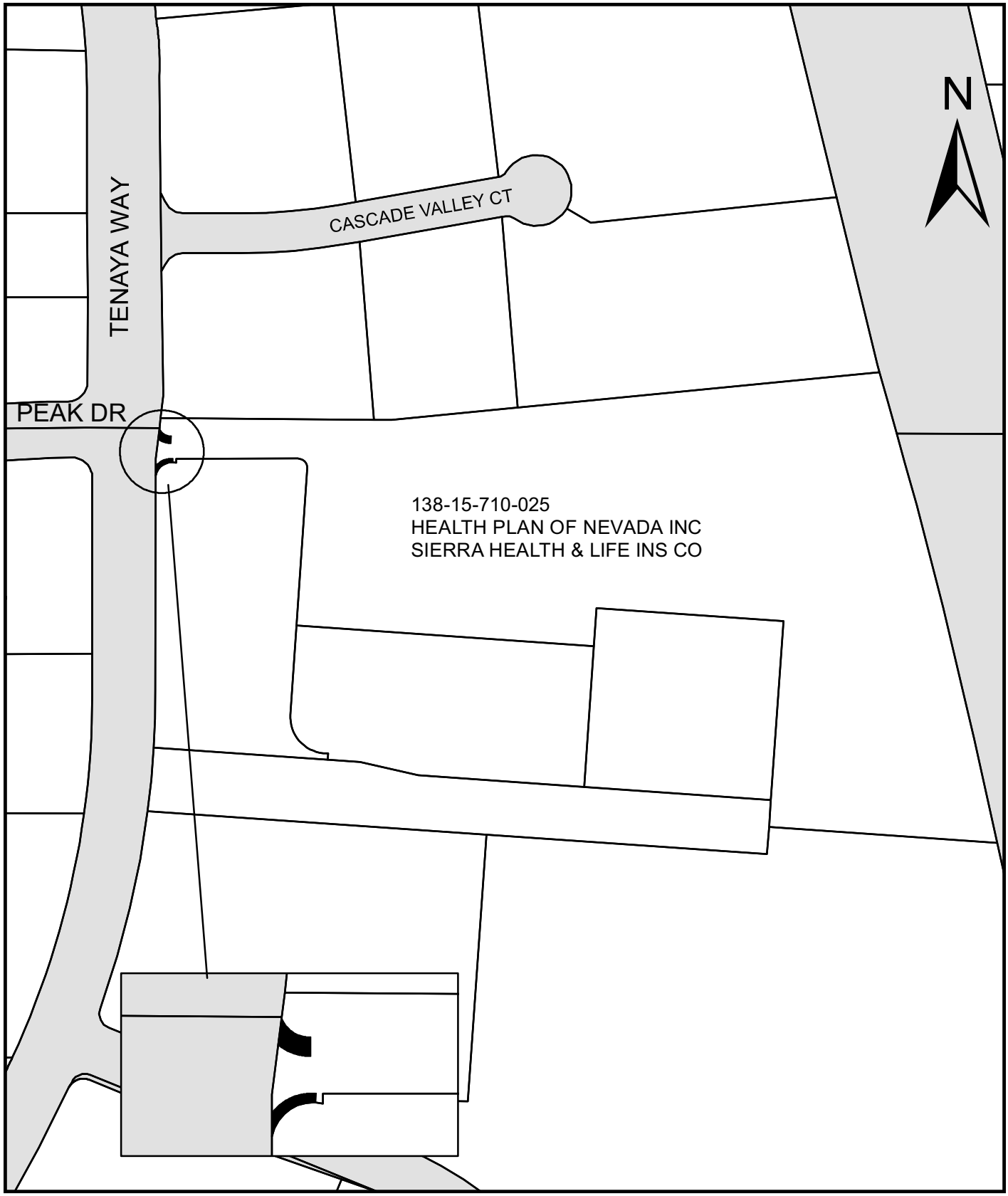
Existing Right-of-Way

Area of Acquisition

CITY OF LAS VEGAS NEVADA

Date: 12/19/2018

EXHIBIT E



FY18-19 TRAFFIC SIGNALS AND ITS PROJECT

LEGEND

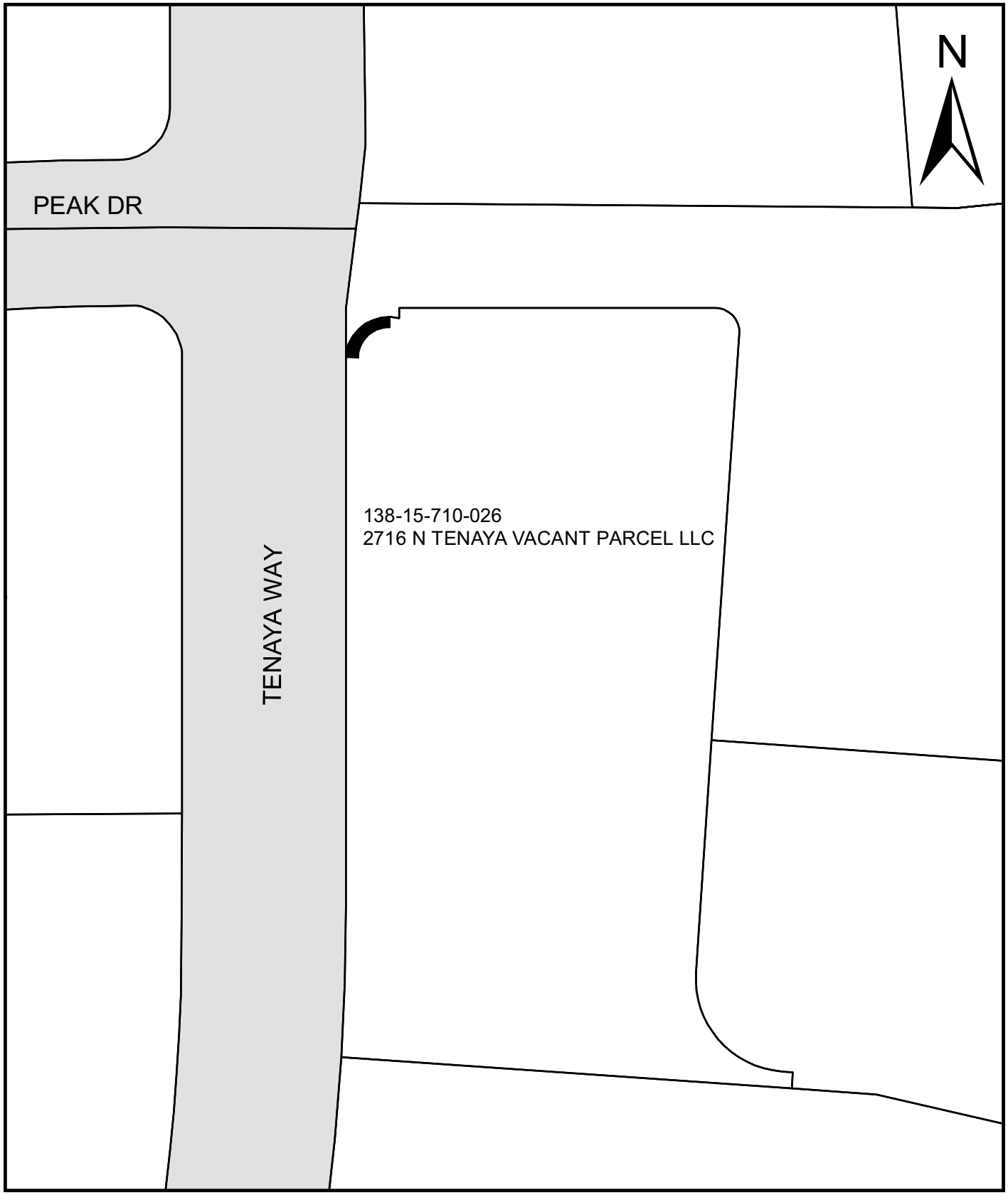
Existing Right-of-Way

Area of Acquisition

CITY OF LAS VEGAS NEVADA

Date: 12/19/2018

EXHIBIT F



FY18-19 TRAFFIC SIGNALS AND ITS PROJECT

LEGEND

Existing Right-of-Way

Area of Acquisition

CITY OF LAS VEGAS NEVADA

Date: 12/19/2018

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
47

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Facilities Extension Agreement W.R. 3534178 between the City of Las Vegas and Southwest Gas Corporation to cover the fees associated with the installation of gas facilities along portions of Carson Avenue and Promenade Place for the Symphony Park - Promenade Place and Carson Avenue Offsite Improvement project ($112,214 - Redevelopment Agency Special Revenue Fund [SRF]) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $112,214
Funding Source: Redevelopment Agency SRF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The City of Las Vegas is nearing the construction phase for the Symphony Park - Promenade Place and Carson Avenue Offsite Improvement project. This area includes Carson Avenue from Promenade Place to City Parkway and Promenade Place from Symphony Park Avenue to Carson Avenue. The construction expenses associated with this Facilities Extension Agreement will allow for installation of infrastructure and appurtances needed to provide gas to the Symphony Park Development.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Facilities Extension Agreement W.R. 3534178

SOUTHWEST GAS CORPORATION

FACILITIES EXTENSION AGREEMENT (NEVADA)

W.R. 3534178
Agreement 21-
CSS Account No. _____

1. Agreement, Applicant

1.1 This is a Facilities Extension Agreement ("Agreement") dated January 7, 2018 between Southwest Gas Corporation ("Southwest"), located at PO Box 98512 Las Vegas, Nevada 89193 and * City of Las Vegas ("Applicant") located at * 495 S. Main Street, LV, NV 89101

1.2 All communications concerning this Agreement shall be in writing, and shall be delivered to each party at its address shown above or to such other address as either party may specify in writing.

1.3 This Agreement may not be amended except in writing executed by all of the parties hereto.

1.4 No assignment of this Agreement or any refunds which may become due hereunder shall be binding upon Southwest without its consent.

1.5 This Agreement shall expire 180 days following the date identified in paragraph 1.1 above if not fully executed by Applicant and Southwest prior to such expiration date.

1.6 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. Proposed Service Addresses or Lot(s), Subdivision, Location

S Symphony Park Offsite Improvements
CIS Y 89106 (Las Vegas) MKH ("Applicant Project")

3. Description and Sketch of the Requested Facilities

3.1 Annexed as Exhibit A and incorporated herein by this reference is a drawing or diagram of the natural gas distribution facilities facilities ("Subject Facilities") Southwest proposes to install pursuant to this Agreement.

4. Description of Requested Service

4.1 Gas service provided through the Subject Facilities will be used for the following purposes (indicate residential, commercial, industrial, and/or other purposes as appropriate): Subdivision (SG-RS) and 220 volt dryer not standard.

4.2 ☒ SOUTHWEST PROVIDED TRENCH ☐ APPLICANT PROVIDED TRENCH

***All Applicant Provided Trenches shall be consistent with the Customer Trench Requirements provided in Southwest Form 415.0. Applicant acknowledges receipt of Southwest Form 415.0 ***

4.3 Appliances and/or Equipment agreed to be installed and utilized, and upon which any allowance is granted, are as follows:

Appliance and/or Equipment	*Input Rating (cfh)*	*Estimated Therms/year*
Infrastructure - No identifiable load		

5. Payment Terms

5.1 The Estimated Applicant Construction Advance ("Estimated Construction Advance") identified below includes costs to install the Subject Facilities that are in excess of Southwest's allowable investment, including any applicable taxes. As a condition precedent to this Agreement, and before any obligation is owed by Southwest, Applicant shall, as a material obligation of this Agreement, pay to Southwest the Estimated Construction Advance identified below.

5.2 The Applicant Allowance identified below includes Southwest's Allowable Investment pursuant to the Tariff up to the Estimated Costs to install the Subject Facilities. The Applicant Allowance is based on the appliances and/or equipment

represented to be installed in paragraph 4.3 above.

5.3 The Applicant Surety is financial security provided to Southwest by the Applicant that is equal to the Applicant Allowance up to the Estimated Costs to install the Subject Facilities. The Applicant Surety may be satisfied by a cash payment, bond, or other Southwest-approved surety. An Applicant Surety made by cash payment is a payment to Southwest such that any interest in and title to such cash payment would not be property of the Applicant's estate if the Applicant becomes a debtor in a case under any Bankruptcy Law. Applicant may qualify for refunds of the Applicant Surety as provided in Section 6 below.

5.4 Al least thirty (30) days in advance of the Estimated Start Date specified in paragraph 9, Applicant agrees to provide Southwest the Estimated Construction Advance and the Applicant Surety based on the Estimated Costs of the Subject Facilities. Those amounts are as follows:

Estimated Costs	$112,214.00
Applicant Allowance	$112,214.00
Estimated Construction Advance	$0.00
Applicant Surety	$112,214.00

5.5 Notwithstanding the foregoing, if within one year from the Estimated Completion Date of the Subject Facilities, Applicant fails, for whatever reasons, to install the appliances/equipment or take gas service in the amounts stated in paragraph 4.3 of this Agreement, Southwest may recalculate the Applicant Allowance and bill Applicant the difference between the original and revised Estimated Construction Advance. Applicant shall pay Southwest the difference between the original and revised Estimated Construction Advance as though gas service had been requested on the basis of the actual appliances/equipment installed and the actual gas services utilized.

5.6 Within one year of the Actual Completion Date, Southwest will compare the Final Construction Costs with the Estimated Costs to determine if a true-up of the Estimated Construction Advance is warranted ("True-Up Date"). For the purpose of this Agreement, the Estimated Costs are provided above and are Southwest's estimated costs of the Subject Facilities, including installation, to serve Applicant. The "Final Construction Costs" are the recorded costs of the Subject Facilities, including installation, to serve Applicant together with any remaining estimated costs that have not been recorded as of the True-Up Date. If the Final Construction Costs differ from the Estimated Costs by twenty percent (20%) or more, then Southwest will true-up the Estimated Construction Advance ("Construction Advance True-Up"). In the event of a Construction Advance True-Up, Southwest will determine the Actual Construction Advance based on the Final Construction Costs and compare the Actual Construction Advance to the Estimated Construction Advance. If the Actual Construction Advance exceeds the Estimated Construction Advance, then Applicant shall pay to Southwest the difference between the Actual Construction Advance and the Estimated Construction Advance. Conversely, if the Estimated Construction Advance exceeds the Actual Construction Advance, then Southwest shall pay to Applicant the difference between the Estimated Construction Advance and the Actual Construction Advance. All payments must be made within sixty (60) days of identification of a Construction Advance True-Up. If the Final Construction Costs do not differ from the Estimated Costs by twenty percent (20%) or more, then no true-up will occur and Southwest and Applicant agree that the Estimated Construction Advance becomes the Actual Construction Advance.

5.7 Payment of the difference between the Actual Construction Advance and the Estimated Construction Advance is required regardless of whether or not Applicant proceeds with or completes Applicant's Project. Failure to pay the difference between the Actual Construction Advance and the Estimated Construction Advance constitutes a breach of this Agreement. Southwest reserves the right to offset or otherwise apply any surety or security to cure such breach or seek such other remedy as Southwest deems necessary to recover such costs and expenses. The Parties agree that the obligation to pay the difference between the Actual Construction Advance and the Estimated Construction Advance shall survive the termination of the Agreement by either party for any reason.

5.8 The Actual Construction Advance is eligible for refund for a period of 10 years from the Actual Completion Date ("Actual Construction Advance Refund Period"). Refunds of the Actual Construction Advance may be awarded based upon Secondary Customers that begin taking natural gas service delivered through any of the Subject Facilities contemplated under this

Agreement. Applicant shall receive a refund of the Actual Construction Advance based on the Secondary Customer's Excess Allowable Utility Investment. As used in this Agreement, a "Secondary Customer" is a Southwest customer that is connected to the Subject Facilities and receives natural gas service through that connection. The "Secondary Customer's Excess Allowable Utility Investment" is the difference between any allowance to which the Secondary Customer may be entitled and the estimated cost of the Secondary Customer's subject facilities and installation. If the Secondary Customer's allowance is less than the estimated cost of the Secondary Customer's subject facilities and installation, then the Secondary Customer's Excess Allowable Utility Investment shall be ZERO U.S. DOLLARS ($0). All refunds of the Actual Construction Advance shall be without interest. In no event will the total refund exceed the Actual Construction Advance. Upon the expiration of the Actual Construction Advance Refund Period, any amounts of the Actual Construction Advance that have not been refunded are no longer eligible for refund. Notwithstanding the payment of any amounts by Applicant, the Subject Facilities will be owned and operated by Southwest.

6. Refunds of Applicant Surety

6.1 An Applicant Surety satisfied through cash payment may be eligible for refund. For this Agreement, Applicant can receive a refund of a cash payment Applicant Surety consistent with the terms provided in Exhibit B attached to this Agreement. Eligible refunds of cash payment Applicant Surety shall be made annually. Refund of the cash payment Applicant Surety is based on the appliances/equipment and gas service amounts represented in paragraph 4.3 above and are subject to modification based on changes between Applicant's representations and completed construction.

6.2 All refunds of cash payment Applicant Surety shall be without interest in accordance with Southwest's Tariff. In no event will the total refund exceed the cash payment Applicant Surety received by Southwest. No cash payment Applicant Surety, or any portion thereof, will be refundable after ten (10) years from the Project Start Date.

6.3 Applicant Surety satisfied through bond or other Southwest-approved surety are not eligible for refund. Southwest may, at its option, lower the required amount of the bond or other Southwest-approved surety.

7. Estimated Dates of Commencement and Completion of Construction

7.1 Southwest estimates that construction of the Subject Facilities will begin on or _____ ("Estimated Start Date") and will be completed by approximately _____ ("Estimated Completion Date"). The installation of the Subject Facilities shall be considered completed on the date the Subject Facilities are installed and available to provide service ("Actual Completion Date").

7.2 Southwest makes no representations, warranties, or promises, either express or implied, with respect to the Estimated Start Date, Estimated Completion Date or the Actual Completion Date for the Subject Facilities.

7.3 Applicant estimates that Applicant will break ground on the Applicant Project on or before _____ ("Project Start Date"). Applicant acknowledges that the Estimated Start Date for Southwest to begin construction of the Subject Facilities is dependent on the Project Start Date. If the Project Start Date is delayed to a date beyond 180 calendar days from the effective date of this Agreement as set forth below, Applicant agrees that this Agreement shall automatically terminate, in which case the parties must enter into a new agreement for the installation of the Subject Facilities.

8. Miscellaneous

8.1 Neither Southwest, nor its affiliates, subcontractors, agents and/or employees shall be liable for any special, incidental, indirect, exemplary, consequential or any other damages, including without limitations, loss of product, loss of profit or revenue, loss of use, costs of replacement power or supply, or delivery obligations as a result of any delay in completing construction of the Subject Facilities, even if Southwest has been advised of the possibility of such damages.

8.2 This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns. No assignment or transfer by Applicant hereunder shall be made without prior written approval of Southwest. Such approval shall not be unreasonably withheld. As between the Parties hereto, such assignment shall become effective on a mutually agreed upon date. No assignment or transfer of this Agreement or of any refunds which may become due under this Agreement shall be binding on Southwest without its written consent.

8.3 In the event that the sale, assignment or transfer of the property at the location set forth in Section 2 does not include the assignment or transfer of this Agreement, Applicant shall give Southwest thirty (30) days' prior written notice of any sale,

assignment or other transfer of the property and indicate that the Agreement is not contemplated to be assigned or transferred. Within fifteen (15) days of receipt of such notice, Southwest shall provide Applicant with an invoice of all actual costs incurred by Southwest as of the date of the notice and an estimate of those costs expected to be incurred by Southwest up to the date of the proposed sale, assignment or other transfer. Applicant agrees to pay to Southwest, with ten (10) days of the date of receipt of such invoice, all costs identified in the invoice provided by Southwest Gas not satisfied by the Applicant Surety.

8.4 Southwest reserves the right to offset or otherwise apply any security or surety provided by Applicant to Southwest to cure any breach by Applicant or pay for any cost incurred by Southwest for the installation of the Subject Facilities.

9. Copy of Agreement

9.1 Applicant acknowledges receipt of a copy of the Agreement.

9.2 Neither Applicant, nor its respective affiliates, directors, officers, employees, agents, or permitted assignees shall disclose to any third party the terms and provisions of this Agreement without Southwest's prior written consent; provided, however that the Applicant may make such disclosure as required by law, and on a confidential basis, of the terms and provisions of this Agreement to its consultants, lenders, and attorneys.

10. Ownership and Easements

10.1 The Subject Facilities will be owned by Southwest.

10.2 Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, such perpetual easements and rights-of-way which are adequate and satisfactory, in the opinion of Southwest, for the location, installation, operation, maintenance, replacement, abandonment, and removal, in whole or in part, of the Subject Facilities; and (2) that no obstructions will be placed over the Subject Facilities and Applicant further agrees to be responsible for any and all costs associated with removing any obstructions that are placed over the Subject Facilities. All easements and rights-of-way shall run with the land and be binding upon successors and assigns.

11. Regulatory Changes/Nevada Law

11.1 This Agreement is subject to the jurisdiction of the Public Utilities Commission of Nevada ("Commission").

11.2 The standard rules of Southwest in its Nevada Gas Tariff, as authorized by and on file with the Commission, to the extent applicable and as they may be changed from time to time, shall apply to the transaction to be performed under this Agreement and are incorporated by reference into this Agreement, except as otherwise provided in this Agreement; provided that no change in any such Nevada Gas Tariff occurring after the date hereof shall increase the amount Applicant is obligated to advance or the amount Southwest may become obligated to refund under this Agreement.

11.3 The laws of Nevada shall govern the interpretation of this Agreement.

APPLICANT	**SOUTHWEST GAS CORPORATION**
By _____	**By** _____
Company Name	*Southwest Gas Signature*
_____	Tony Stipanov, Supervisor
Applicant Signature	*Print Name*
_____	Southern Nevada Division Energy Solutions
Print Name	*Title*
_____	_____
Title	*Date*
_____	
Date	

Approved as to form
John S. Ridilla 3/13/19
John S. Ridilla Date
Deputy City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
48

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
RESOLUTIONS:

R-15-2019 - For possible action to approve a Resolution amending the Schedule 25-II to delete the 35 mph speed limit zone on Washburn Road from Cimarron Road to Tenaya Way - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The current speed limit on Washburn Road from Cimarron Road to Tenaya Way is 25 mph. The Speed Limit Schedule 25-II currently still lists this section of Washburn Road as 35 mph. Therefore, the Traffic Engineering Division would like to update the schedule to reflect the current 25 mph posted speed limit.

RECOMMENDATION:
Traffic and Parking Commission: Approval
Staff: Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-15-2019
2. Map

R E S O L U T I O N

WHEREAS, various sections of TITLE 11 of the Las Vegas Municipal Code allow for additions to and corrections of the Schedules which are established in the respective sections to be effected by Resolution; and

WHEREAS, it has been determined and recommended by the Traffic and Parking Commission and the City Traffic Engineer that the following additions and corrections be made in said Schedule;

NOW, THEREFORE, be it resolved by the City Council of the City of Las Vegas, Nevada, that the following Schedule pertaining to TITLE 11 of the City Code be amended as follows:

Schedule 25-II be amended to **delete** the following 35 MPH Speed Limit Zone:

STREET	FROM	TO	SIDE
Washburn Road	Cimarron Road	Tenaya Way	B

_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

TENAYA WY
CLARK COUNTY
LONE MOUNTAIN RD
BUFFALO DR
CONOUGH LN
WASHBURN RD
CLARK COUNTY
CIMARRON RD
LA MADRE WY
DURANGO DR
CLARK COUNTY

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
49

DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
RESOLUTIONS:

R-16-2019 - For possible action to approve a Resolution to authorize the issuance of refunding bonds by the City of Las Vegas, Nevada (City) and authorize the Chief Financial Officer or designee to arrange for the sale of bonds for the purpose of defraying wholly or in part the cost of refunding outstanding obligations of the City in an amount not to exceed $26,000,000 - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Pursuant to Nevada Revised Statutes 350.500 to 350.720, inclusive, the City Council of the City of Las Vegas (City) is authorized, on behalf and in the name of the City, to issue bonds for the purpose of refunding, wholly or in part, bonds previously issued by the City in order to reduce interest rates and effect other economies. The proceeds will be used to refund the City's currently outstanding Various Purpose, Series 2013 variable rate bonds to fixed rate bonds to mitigate future market rate risk.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-16-2019

RESOLUTION NO. _____

A RESOLUTION PERTAINING TO THE ISSUANCE OF REFUNDING BONDS BY THE CITY OF LAS VEGAS, NEVADA; AUTHORIZING THE CHIEF FINANCIAL OFFICER OR DESIGNEE TO ARRANGE FOR THE SALE OF BONDS FOR THE PURPOSE OF DEFRAYING WHOLLY OR IN PART THE COST OF REFUNDING OUTSTANDING OBLIGATIONS OF THE CITY; AND PROVIDING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, pursuant to Nevada Revised Statutes 350.500 to 350.720, inclusive (the "Bond Act"), the City Council (the "Council") of the City of Las Vegas, Nevada (the "City") is authorized, on behalf and in the name of the City to issue bonds for the purpose of refunding wholly or in part bonds previously issued by the City in order to reduce interest rates and effect other economies (the "Project").

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. This resolution shall be known and may be cited by the short title "2019 Refunding Bond Sale Resolution."

Section 2. The Chief Financial Officer or designee is hereby authorized to arrange for the issuance and sale of the refunding bonds (the "Bonds") issued to refund all or any part of outstanding bonds of the City, in accordance with the Bond Act, for the purpose of the Project.

Section 3. The Chief Financial Officer or designee is authorized to specify the terms of the Bonds, the method of their sale, the final principal amount of the Bonds, the terms of their repayment and security therefor, and other details of the Bonds, which outstanding bonds of the City will be refunded, and if appropriate, to advertise the Bonds for public sale, or to negotiate the sale of the Bonds and execute a contract for the sale of Bonds, all subject to the Bond Act and ratification by the Council by the adoption of one or more ordinances specifying the Bond terms and details and the execution of a certificate of the Chief Financial Officer for the purchase of the Bonds specifying the Bond terms and details approving and ratifying their sale (collectively, the "Bond Ordinance").

Section 4. The officers and employees of the City are hereby authorized to take all action necessary or appropriate to effectuate the provisions of this resolution, including without limitation (a) assembling of financial and other information concerning the City, the Project, and the

Bonds, and (b) preparing and circulating an official statement for the Bonds, and, if deemed appropriate by the Chief Financial Officer or designee, preparing and circulating a preliminary official statement in the form specified by the Chief Financial Officer or designee. The Chief Financial Officer or designee is authorized to deem the official statement or preliminary official statement to be a "final" official statement on behalf of the City for the purposes of Rule 15c2-12 of the Securities and Exchange Commission.

Section 5. This resolution shall be effective on its passage and approval.

Passed, adopted and approved this May 1, 2019.

(SEAL)

Attest:

Carolyn G. Goodman, Mayor

LuAnn D. Holmes, MMC, City Clerk

Approved as to form:

4-17-19

City Attorney or Chief Deputy City Attorney

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, 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 (the "Council") at a meeting held on May 1, 2019.

2. The adoption of the resolution was duly moved and the resolution was adopted by an affirmative vote of a majority of the members of the City Council. The presence of members of the City Council and their votes upon the adoption of the resolution were as follows:

Present: _____
Voting Aye: _____
Voting Nay: _____
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, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the official website of the State of Nevada pursuant to NRS 232.2175, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) 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 May 1, 2019 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this May 1, 2019.

_____
LuAnn D. Holmes, MMC, City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting)

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
50

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott D. Adams

SUBJECT:
ADMINISTRATIVE:

Report by Robert Summerfield, Planning Director, and discussion for possible action on the City of Las Vegas 2050 Master Plan - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City is required to prepare and adopt a comprehensive, long-term general plan for the physical development and regulation of land within the city (NRS 278.150; Las Vegas City Charter Sec. 2.210). The City Council previously resolved and directed staff through resolution R-32-2017 to develop a new 2050 Master Plan as a replacement to the City of Las Vegas Master Plan 2020, adopted by the Council on September 6, 2000. City staff and the City's consultant team, SmithGroup, will provide a report and update on current master plan activities and preliminary findings found from questionnaires, surveys, and public outreach activities. A general framework for the master plan will also be presented for the Council's consideration and discussion.

RECOMMENDATION:
Accept report and direct staff accordingly.

BACKUP DOCUMENTATION:
1. Submitted at Meeting – PowerPoint Presentation



CITY OF LAS VEGAS 2050 MASTER PLAN

PROJECT UPDATE

CITY COUNCIL: MAY 1, 2019

SMITHGROUP

City Council - Page 453

Submitted at City Council
Date 5/1/19 Item 50

A CITY AT AN INFLECTION POINT



A PLAN POWERED BY VISION



Council - P 455

THE LAS VEGAS 2050 PLAN WILL

- Develop a clear vision or framework for the future of Las Vegas
- Provide strong direction and practical guidelines for future development
- Provide recommendations that are implementation-focused, relevant, clear, and adaptable to change
- Include public involvement that is inclusive and transparent and is broadly-supported by community consensus



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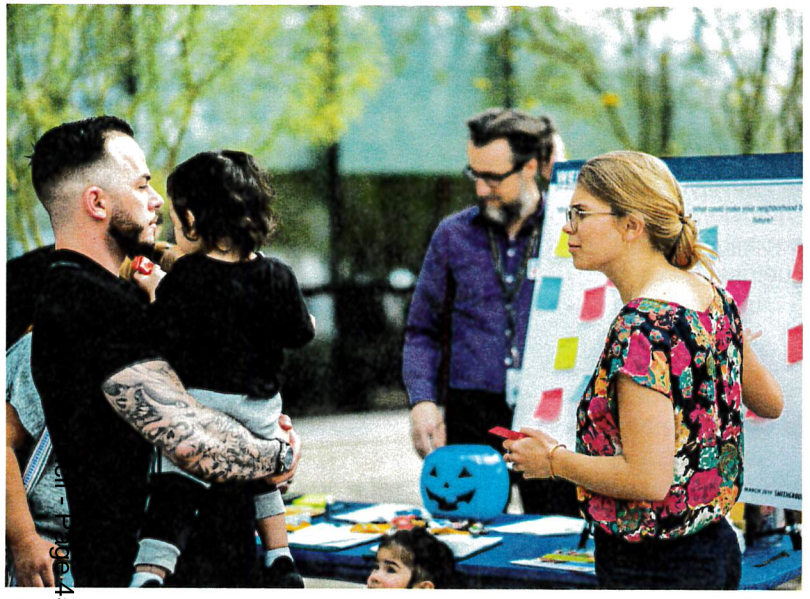
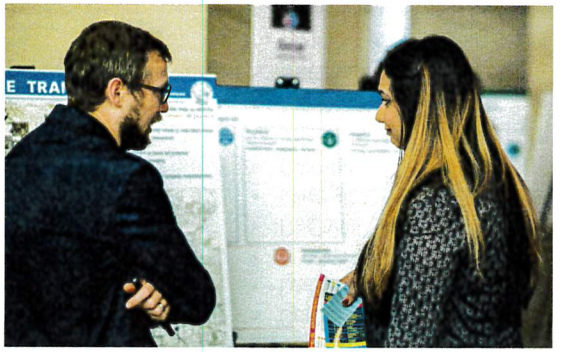
INPUT TO DATE







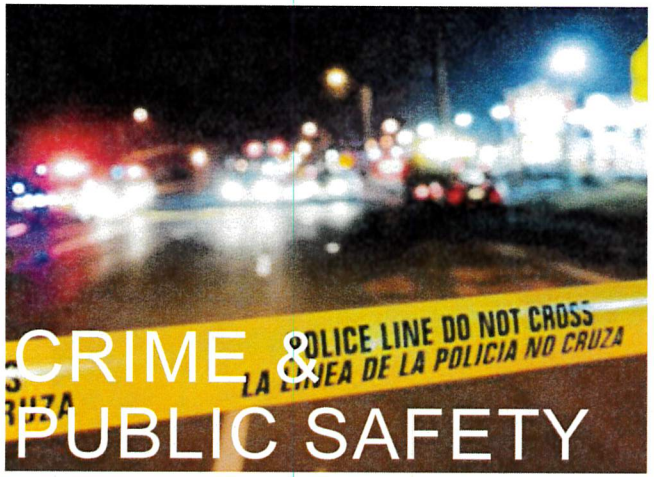






WHAT WE'VE HEARD: TOP CHALLENGES

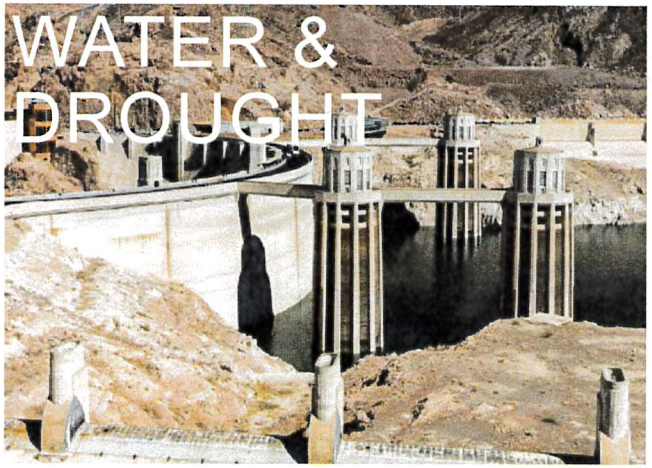












Council - Page 458

THE DRAFT VISION

LAS VEGAS 2050 MASTER PLAN

Las Vegas in 2050 will be...

- Bold
- Innovative
- Iconic
- Working
- Smart
- Accessible
- Collaborative

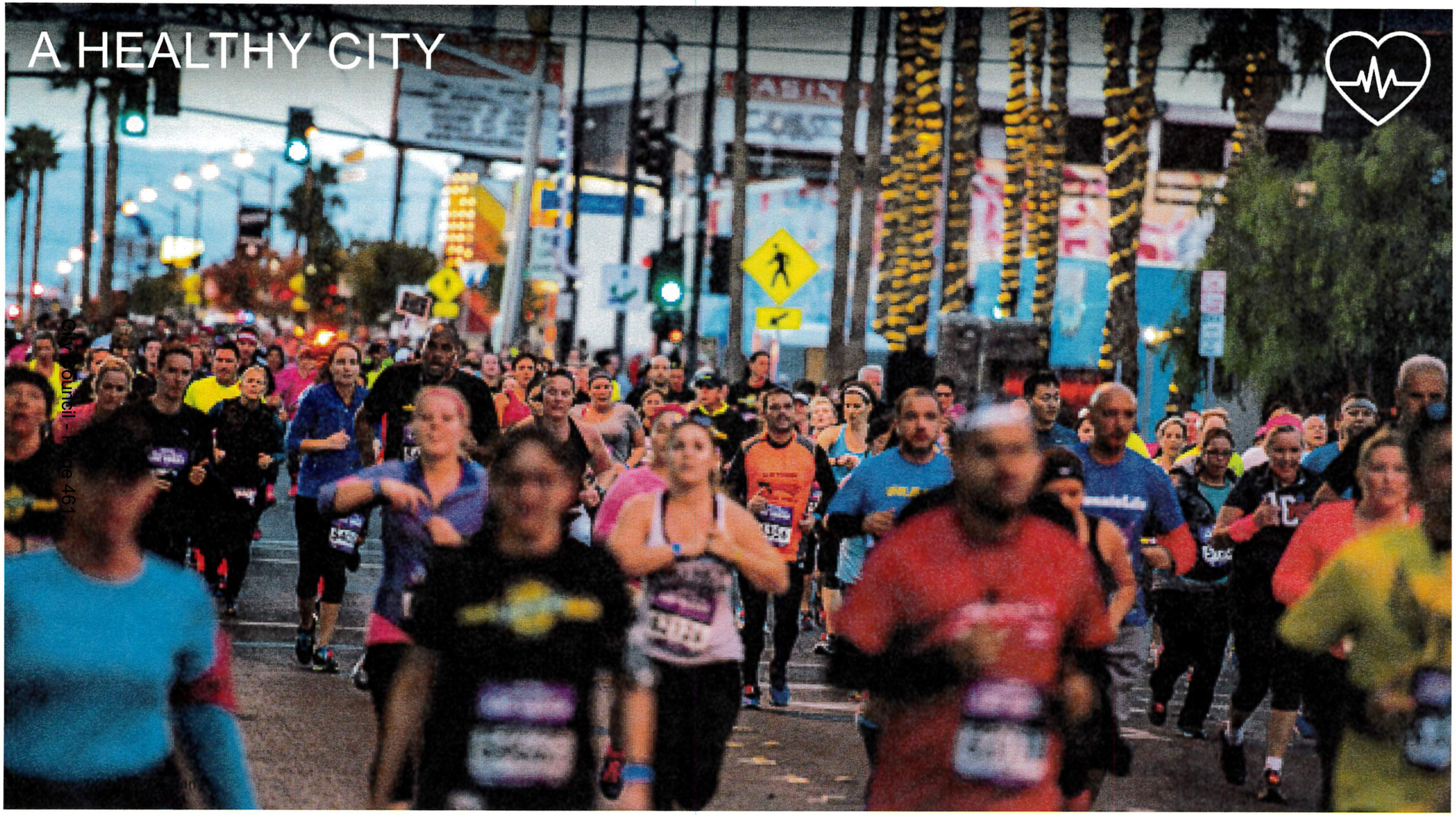
THE CITY OF LAS VEGAS WILL BE THE LEADER IN RESILIENT, SUSTAINABLE CITIES - LEVERAGING THE PIONEERING INNOVATIVE SPIRIT OF ITS RESIDENTS TO PROVIDE EQUITABLE ACCESS TO SERVICES AND JOBS IN THE NEW ECONOMY.

City Council - Page 459

AN EQUITABLE LAS VEGAS FOR ALL



A HEALTHY CITY



ATTRACTING THE BOLDEST AND BRIGHTEST





CITY OF LAS VEGAS 2050 MASTER PLAN

PROJECT UPDATE

CITY COUNCIL: MAY 1, 2019

SMITHGROUP

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AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
51

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding a Purchase Sales Agreement between City Parkway V, Inc. (CPV) and Peto Family Trust to purchase two parcels located at 527 South Main Street and 2 East Bonneville Avenue ($919,000 - City Parkway Fund) - Ward 3 (Coffin)

FISCAL IMPACT:
Budget Funds Available
Amount: $919,000
Funding Source: City Parkway Funds
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
CPV wishes to purchase two parcels (APN's 139-34-311-005 and -006), 0.16 acres, to redevelop vacant land for potential open space, green space, and mixed-use development space.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agreement of Purchase and Sale and Joint Escrow Instructions
2. Certificate Disclosure of Ownership/Principals
3. Site Plan
4. Commission Agreement

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS (the "**Agreement**") is made and entered into as of the 16th day of April, 2019 (the "**Effective Date**"), by and between **The Peto Family Trust**, a Nevada trust (hereinafter referred to as "**Seller**"), and **City Parkway V, Inc.**, a Nevada nonprofit corporation (hereinafter referred to as "**Purchaser**").

In consideration of the mutual promises, covenants and agreements hereinafter set forth and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser agree as follows:

ARTICLE I.

Sale of Property

1.1. Sale of Property. Seller hereby agrees to sell, assign and convey to Purchaser and Purchaser agrees to purchase from Seller, all of Seller's right, title and interest in and to the following:

1.1.1. Land. That certain real property comprising approximately 6,970 square feet and lying and being situated in the City of Las Vegas, Clark County, State of Nevada, commonly described as 527 South Main Street, 2 East Bonneville, Las Vegas, Nevada 89101 also known as Clark County Assessor's parcels numbered 13934311-005 and 13934311-006 (the "**Land**").

1.1.2. Real Property. All rights and privileges appurtenant to Seller's interest in the Land, if any, including, without limitation, all of Seller's right, title and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the Land (the Land and all such easements and appurtenances are sometimes collectively referred to herein as the "**Real Property**").

The Real Property is sometimes hereinafter referred to as the "**Property**". It is hereby acknowledged by the parties that Seller shall not convey to Purchaser claims relating to any real property tax refunds or rebates, existing insurance claims and any existing claims against current and previous tenants of the Property, in each case accruing for periods prior to Closing, which claims shall be reserved by Seller, if any.

1.1.3 Sellers. Pursuant to Resolution R-105-99 adopted by the City Council effective October 1, 1999, Seller warrants that it has disclosed, on the form attached hereto as Exhibit D, all principals, including partners or members, of each of the Seller Parties, as well as all persons and entities holding more than one percent (1%) interest in each of the Seller Parties or any principal, partner or member of each of Seller Parties. Seller shall provide Purchaser with written notification of any material change in the above disclosure within thirty (30) days of any such change.

ARTICLE II.

Purchase Price

2.1. Purchase Price. The purchase price for the Property shall be Eight Hundred Seventy-Five Thousand Dollars and 00/100 Dollars ($875,000.00) (the "**Purchase Price**"). The Purchase Price, as adjusted by all prorations as provided for herein, shall be paid to Seller by Purchaser at Closing by wire transfer of immediately available federal funds.

ARTICLE III.

Deposit

3.1 Deposit. Within three (3) business days after the mutual execution of this Agreement, Purchaser shall deliver, by wire transfer or bank or cashier's check, at Purchaser's election, an amount equal to Twenty-five Thousand and 00/100 Dollars ($25,000.00) (the "**Deposit**") with Kristin Ravelo at First America Title Insurance Company located at 2500 N. Buffalo Drive #150, Las Vegas, Nevada 89128 with telephone number (702) 251-5106 (the "**Escrow Agent**"), in immediately available federal funds. The proceeds of the Deposit shall be deposited and held by Escrow Agent as a deposit against the Purchase Price in accordance with the terms and provisions of this Agreement, and shall be credited against the Purchase Price if the transaction closes. The Deposit shall be refundable to Purchaser until expiration of the Feasibility Period (defined below), after which it shall become nonrefundable to Purchaser, subject to the terms hereof. By its execution hereof, the Escrow Agent shall confirm and acknowledge receipt of the Deposit.

3.2. Intentionally Omitted.

3.3. Application of Deposit. If the Closing occurs, the Deposit shall be paid to Seller and credited against the Purchase Price at Closing. If the Closing does not occur in accordance with the terms hereof, the Deposit shall be held and delivered as hereinafter provided.

3.4. Interest on Deposit. The Deposit shall (i) be held in an interest-bearing escrow account by Escrow Agent, and (ii) include any interest earned thereon. To allow the interest bearing account to be opened, Purchaser shall provide Escrow Agent with a completed W-9 form. All interest accruing on the Deposit shall be held for the account of Purchaser.

3.5. Escrow Agent. Escrow Agent is executing this Agreement to acknowledge Escrow Agent's responsibilities hereunder, which may be modified only by a written amendment signed by all of the parties. Any amendment to this Agreement that is not signed by Escrow Agent shall be effective as to the parties thereto, but shall not be binding on Escrow Agent. Escrow Agent shall accept the Deposit with the understanding of the parties that Escrow Agent is not a party to this Agreement except to the extent of its specific responsibilities hereunder, and does not assume or have any liability of the performance or non-performance of Purchaser or Seller hereunder to either of them. Additional provisions with respect to the Escrow Agent are set forth in Section 16.17 hereof.

ARTICLE IV.

Closing, Prorations and Closing Costs

4.1. **Closing**. The closing of the purchase and sale of the Property (the **"Closing"**) shall occur on or before July 1, 2019 (the "**Closing Date**"). The Closing shall take place through the Escrow Agent, it being understood that neither Seller nor Purchaser nor their respective counsel need be physically present at Closing so long as all documents that are required to be delivered at Closing are fully executed, delivered in escrow to the Escrow Agent and available on the Closing Date, and an authorized signatory of the affected party is available either in person or by telephone and facsimile at Closing.

4.2. **Prorations**. All matters involving prorations or adjustments to be made in connection with Closing and not specifically provided for in some other provision of this Agreement shall be adjusted in accordance with this Section 4.2. Except as otherwise specifically set forth herein, all items to be prorated pursuant to this Section 4.2 shall be prorated as of midnight of the day immediately preceding the Closing Date, with Purchaser to be treated as the owner of the Property, for purposes of prorations of income and expenses, on and after the Closing Date. The provisions of Section 4.2 shall survive the Closing.

4.2.1. **Taxes**. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date. Seller shall pay all real estate and personal property taxes and special assessments attributable to the Property to, but not including, the Closing Date. If the real estate and/or personal property tax rate and assessments have not been set for the year in which the Closing occurs, then the proration of such taxes shall be based upon the rate and assessments for the preceding tax year and such proration shall be adjusted in cash between Seller and Purchaser upon presentation of written evidence that the actual taxes paid for the year in which the Closing occurs differ from the amounts used in the Closing in accordance with the provisions of Section 4.2.5 hereof. All taxes imposed due to a change of use of the Property after the Closing Date shall be paid by Purchaser. If any taxes which have been prorated shall subsequently be reduced by abatement, the amount of such abatement, shall be equitably apportioned between the parties hereto.

4.2.2. **Insurance**. There shall be no proration of Seller's insurance premiums or assignment of Seller's insurance policies. Purchaser shall be obligated (at its own election) to obtain any insurance coverage deemed necessary or appropriate by Purchaser as of the Closing Date.

4.2.3. **Calculations**. For purposes of calculating prorations, Purchaser shall be deemed to be in title to the Property, and, therefore entitled to the income therefrom and responsible for the expenses thereof for the entire Closing Date. All such prorations shall be made on the basis of the actual number of days of the year which shall have elapsed as of the Closing Date and a three hundred sixty five (365) day year. The amount of such prorations shall be initially calculated at least five (5) business days prior to Closing but shall be subject to adjustment in cash after the Closing as and when complete and accurate information becomes available, if such information is not available at the Closing. Seller and Purchaser agree to cooperate and use their best efforts to make such adjustments no later than ninety

(90) days after the Closing. Except as set forth in this Section 4.2, all items of income and expense which accrue for the period prior to the Closing will be for the account of Seller and all items of income and expense which accrue for the period on and after the Closing will be for the account of Purchaser.

4.2.4. Prepaid Items. Any prepaid items, including, without limitation, rent, fees for licenses which are transferred to Purchaser at the Closing and annual permit and inspection fees shall be apportioned between Seller and Purchaser at the Closing.

4.3. Closing and other Costs.

(a) Seller shall pay (i) delinquent property taxes and assessments (if any); and (ii) Seller's share of prorations.

(b) Purchaser shall pay (i) the cost of a standard ALTA and extended ALTA owner's title policy; (ii) all escrow fees and costs; (iii) all transfer taxes; (iv) all recording fees for the Deed (as defined in Section 11.2.1) (v) with respect to the title policy, all costs related to title policy endorsements and extended coverage requested by Purchaser; (vi) the cost of any Survey (as defined in Section 6.1); (vii) all document recording charges and documentary fees; and (viii) Purchaser's share of prorations. Purchaser and Seller shall each pay their own respective legal and professional fees. Purchaser shall pay one hundred percent (100%) of all costs of Purchaser's due diligence, including fees due its consultants and all costs and expenses of any new or updated Phase I or other environmental studies which Purchaser desires to obtain with respect to the Property. Purchaser agrees that it is the intent of the Parties that the Purchase Price shall be net to Seller of all closing costs except as provided in Section 4.3(a).

ARTICLE V.

Purchaser's Right of Inspection; Feasibility Period

5.1. Right to Evaluate. Commencing on the Effective Date and continuing until 5:00 p.m. Pacific June 15, 2019 (the "**Feasibility Period**"), Purchaser and its agents shall have the right during business hours (with reasonable advance notice to Seller and subject to the rights of tenants in possession), at Purchaser's sole cost and expense and at Purchaser's and its agents' sole risk, to perform inspections and tests of the Property and to perform such other analyses, inquiries and investigations as Purchaser shall deem necessary or appropriate, in its sole and absolute discretion; provided, however, that in no event shall (i) such inspections or tests unreasonably disrupt or disturb the on-going operation of the Property or the rights of the tenants at the Property, (ii) Purchaser or its agents or representatives conduct any invasive physical testing, drilling, boring, sampling or removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, any ground borings or invasive testing of the Improvements (collectively, "**Physical Testing**"), without Seller's prior written consent, which consent for matters relating to developing the Property shall not be unreasonably withheld, but consent for matters relating to environmental testing may be given or withheld in Seller's sole discretion,

or (iii) Purchaser or its agents or representatives conduct interviews with any tenants or other occupants of the Property.

Seller shall cooperate with Purchaser's investigations of the Property. Seller shall have the right, in its discretion, to accompany Purchaser and/or its agents during any such inspection, provided Seller or its agents do not unreasonably interfere with such inspections.

In the event Purchaser desires to conduct any Physical Testing of the Property, then Purchaser shall submit to Seller, for Seller's approval, a written detailed description of the scope and extent of the proposed Physical Testing, which approval may be given or withheld in Seller's sole discretion. If Seller does not approve the Physical Testing or approves only a portion thereof or fails to provide notice of grant or denial within five (5) business days following Purchaser's request, Purchaser may, at its option, by sending written notice to Seller, elect to conduct during the Feasibility Period that portion of the Physical Testing approved by Seller, if any, or if Seller disapproves the entire proposed Physical Testing, affirmatively agree to forego any Physical Testing of the Property (the foregoing options to Purchaser shall be in addition to Purchaser's termination right as provided in Section 5.4). In no event shall Seller be obligated, as a condition of this transaction, to perform or pay for any environmental remediation of the Property recommended by any such Physical Testing. After making such tests and inspections, Purchaser agrees to promptly restore the Property to substantially the same condition the Property was in prior to such tests and inspections, subject to reasonable wear and tear arising from such Physical Testing (which obligation shall survive any termination of this Agreement).

In accordance with Section 41.038 of the Nevada Revised Statutes, Purchaser has adopted a self-insured liability program. The city self-insures each occurrence. This self-insured liability program is established through a funded reserve system appropriately known as the "Self-Insurance Liability Trust Fund", and is supported by an annual budgetary allocation. In addition, in accordance with Section 354.580 of the Nevada Revised Statutes, Purchaser has adopted a Self-Insured Workers' Compensation Program, effective December 19, 1985. Purchaser self-insures each occurrence up to $1 million for non-public safety personnel and up to $4 million for public safety personnel, and purchases commercial excess insurance, with statutory limits. This self-insured workers' compensation program is established by a funded reserve system appropriately known as the "Industrial Self-Insurance Expendable Trust Fund", and is supported by an annual budgetary allocation. Purchaser will maintain these programs during the Feasibility Period. Seller acknowledges that Purchaser is not able to provide Seller a certificate naming Seller as an additional insured.

In addition, prior to Purchaser's contractors entering the Property to conduct the inspections and tests described above and Purchaser shall deliver to Seller evidence of the following insurance coverage: Purchaser shall cause its contractors involved in the inspections and tests to provide general liability insurance in the amount of One Million and No/100 Dollars ($1,000,000.00) combined single limit for personal injury and property damage per occurrence, such policies to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Purchaser's, its agents, employees and/or contractors in connection with such inspections and tests.

5.2. Inspection Obligations and Indemnity. In connection with Purchaser's inspection and permitted Physical Testing of the Property, Purchaser and its agents and representatives shall: (a) not damage any part of the Property, except as reasonably necessary to conduct the Physical Testing, or damage any personal property owned or held by any tenant; (b) not injure or otherwise cause bodily harm to Seller, its agents, contractors and employees, or any tenant; (e) promptly pay when due the costs of all tests, investigations and examinations done with regard to the Property; (f) not permit any liens to attach to the Property by reason of the exercise of its rights hereunder; (g) restore the Property to substantially the same condition in which the same was found before any such inspection or tests were undertaken, subject to reasonable wear and tear arising from such inspection; and (h) not reveal or disclose any information obtained during the Feasibility Period concerning the Property to anyone outside Purchaser's organization other than its agents, attorneys, lenders, consultants and representatives, except to the extent required by law, including, without limitation, Chapter 239 of Nevada Revised Statutes – Public Records, or pursuant to judicial or administrative mandate. Purchaser shall, at its sole cost and expense, comply with all applicable federal, state and local laws, statutes, rules, regulations, ordinances or policies in conducting its inspection of the Property, including any approved Physical Testing.

Purchaser shall, and does hereby agree to indemnify, defend and hold Seller, its members, officers, directors, employees, agents, attorneys and their respective successors and assigns, harmless from and against any and all claims, demands, suits, obligations, payments, damages, losses, penalties, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees) to the extent arising solely out of Purchaser's or Purchaser's agents' actions taken in, on or about the Property in the exercise of the rights granted pursuant to Section 5.1; provided, however, in no event shall Purchaser be liable in any manner or have any indemnification or remediation obligation to Seller for the mere uncovering or discovery of any condition(s) at the Property. Purchaser's indemnification, defense and hold harmless obligations shall not apply to any liabilities arising from Seller's negligence, willful or wanton misconduct or Pre-Existing Conditions, except to the extent such Pre-Existing Conditions were exacerbated due to Physical Testing by Purchaser or Purchaser's agents. "**Pre-Existing Conditions**" means any and all contamination located at, on or beneath the Land, including without limitation contamination of soils, surface water and groundwater, existing at the time of the Physical Testing. Seller advises Purchaser that various types of contamination may exist on or under the Land as a result of the historical use of the Land and/or land adjoining or in the vicinity of the Land and shall take, or cause Purchaser's agents to take, appropriate precautions in connection with any Physical Testing.

This Section 5.2 shall survive the Closing or any earlier termination of this Agreement; provided, however, Seller must notify Purchaser in writing of any claim for which it is seeking indemnification from Purchaser under this Section 5.2 within sixty (60) days of obtaining actual knowledge of such claim.

5.3. Independent Examination. Purchaser is relying upon its own independent examination of the Property and all matters relating thereto and not upon any statements of Seller (excluding the matters expressly represented by Seller in Article VII hereof) or of any officer, director, employee, agent or attorney of Seller with respect to acquiring the Property. The provisions of this Section 5.3 shall survive Closing or any earlier termination of this Agreement.

5.4. Feasibility Period Termination Right. In the event that Purchaser determines that it does not desire to acquire the Property for any reason or no reason, Purchaser shall provide written notice of such determination to Escrow Agent and Seller on or before the end of the Feasibility Period, and, subject to the Surviving Termination Obligations (as defined in Section 16.12 herein), this Agreement shall terminate, the Deposit shall be delivered to Purchaser without the need for any additional documentation and thereupon neither party shall have any further rights or obligations to the other hereunder. If Purchaser shall fail to timely notify Seller in writing of its election to terminate this Agreement on or before the expiration of the Feasibility Period, time being of the essence, the termination right described in this Section 5.4 shall be immediately null and void and of no further force or effect and the Deposit shall be immediately released by Escrow Agent to Seller and shall become non-refundable to Purchaser.

ARTICLE VI.

Title and Survey Matters

6.1. Title and Survey. Purchaser has received from First American Title Insurance Company (the "**Title Company**") a title commitment (the "**Title Commitment**"), including legible copies (to the extent available) of title exception documents, to Purchaser. Purchaser, at its sole cost and expense, shall provide an ALTA survey of the Real Property (the "**Survey**"). Seller acknowledges that Purchaser's in house survey team will be performing the Survey. Purchaser shall instruct the surveyor to deliver a copy of the Survey, to Seller simultaneously with its delivery to Purchaser. The final legal description of the Real Property will be determined by such Survey. The legal description delivered to Escrow Agent will then be the legal description for the Real Property for use in the Deed provided by Seller to Purchaser at the Closing. If Purchaser does not elect to obtain the ALTA survey, then the legal description in the Title Commitment shall control. Purchaser shall have until ten (10) days after the later of the date of receipt of both the Title Commitment and the Survey (the "**Title Objection Period**"), to give Seller written notice (the "**Title Objection Notice**") as to what exceptions to title, if any, Purchaser will not accept in Purchaser's sole and absolute discretion ("**Title Objections**"). However, irrespective of if and when Purchaser receives the survey, in all events, the Title Objection Period shall expire not later than May 15, 2019 (the "**Title Objection Period Deadline**"). Seller shall have five (5) business days after receipt of Purchaser's Title Objections to give Purchaser written notice: (i) that it shall take such actions as may be reasonably necessary to remove, cure or insure around all of the Title Objections prior to closing (the "**Seller Cure Period**"); or (ii) that Seller elects not to cause all or some of such Title Objections to be removed. If Seller gives Purchaser notice under clause (ii), or if Seller gives Purchaser notice under clause (i) but fails to remove, cure or otherwise insure around all of the Title Objections within the Seller Cure Period, Purchaser shall have five (5) business days after (x) the expiration of the Seller Cure Period if Seller gives Purchase notice under clause (i), and (y) receipt of Seller's notice if Seller gives Purchaser notice under clause (ii), to give written notice to Seller electing to either (1) proceed with the purchase of the Property subject to such Title Objections, or (2) terminate this Agreement, failing which Purchaser shall conclusively be deemed to have elected option (2) above. Those items or matters revealed by the Title Commitment and/or Survey which are not timely objected to or which are timely objected to but subsequently waived in writing by Purchaser are referred to individually herein as a "**Permitted Exception**" and

collectively as the "**Permitted Exceptions.**" Notwithstanding any other provision of this Agreement or any objection by Purchaser, the Permitted Exceptions shall include (a) all non-delinquent property taxes and assessments, and (b) all matters created by or on behalf of Purchaser, including, without limitation, any documents or instruments to be recorded as part of any financing for the acquisition of the Property by Purchaser. Notwithstanding the foregoing, any new title information received by Seller or Purchaser after the expiration of the Title Objection Period or Seller's Cure Period, as applicable, from a supplemental title report or other source which is not the result of the acts or omissions of Purchaser or its agents, contractors or invitees (each a "**New Title Matter**") shall be subject to the same procedure provided in this Section 6.1 (and the Closing Date shall be extended commensurately if the Closing would have occurred but for those procedures being implemented for a New Title Matter), except that the Title Objection Period and Seller's Cure Period for any New Title Matters shall be five (5) business days each. The Closing shall be delayed as needed to accommodate such additional time periods or as otherwise needed for purposes of this Section 6.1.

6.2. Governmental Applications. Without Seller's prior written consent, prior to Closing, Purchaser shall not make any application to any governmental agency for any permit, approval, license or other entitlement for the Property or the use or development thereof, other than with respect to the pending Award.

ARTICLE VII.

Representations and Warranties of Seller

7.1. Seller's Representations. Seller represents and warrants that the following matters are true and correct as of the Effective Date with respect to the Property:

7.1.1. Authority. Seller is a Nevada trust. This Agreement has been duly authorized, executed and delivered by Seller, is the legal, valid and binding obligation of Seller, and does not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject. All documents which are to be executed by Seller and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Seller, (b) be legal, valid and binding obligations of Seller, and (c) not violate any provision of any agreement or judicial order to which Seller is a party or to which Seller is subject.

7.1.2. Bankruptcy or Debt of Seller. Seller has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally. Seller has received no written notice of (a) the filing of an involuntary petition by Seller's creditors, (b) the appointment of a receiver to take possession of all, or substantially all, of Seller's assets, or (c) the attachment or other judicial seizure of all, or substantially all, of Seller's assets.

7.1.3. Foreign Person. Seller is not a foreign person within the meaning of Section 1445(f) of the Internal Revenue Code, and Seller agrees to execute any and all documents necessary or required by the Internal Revenue Service or Purchaser in connection with such declaration(s).

7.1.4. No Other Agreements. Other than this Agreement or as may be contained in any matters of record, Seller has not entered into any outstanding written agreements, options, rights of first refusal, conditional sales agreements or other agreements or arrangements regarding the purchase and sale of the Property.

7.1.6. No Possessory Rights. There are no outstanding leases or tenancies for, or parties in possession of, any part of the Real Property, and there are no rights of possession to the Real Property, or any portion thereof, which have been granted to any third party or parties.

7.1.7. Litigation. There is no litigation, arbitration or other legal or administrative suit, action, proceeding, investigation or claim pending or, to Seller's knowledge, threatened against or involving the Property or any part thereof, or Seller in relation to the Property (including, without limitation, any proceedings in condemnation or eminent domain).

7.1.8. Violations. Seller has received no written notice issued by any governmental authority having jurisdiction over the Property of any violations of, or non-compliance with, any applicable law.

7.1.9. Employment. Seller has no employees at the Property.

7.1.10. ERISA. Seller hereby represents and warrants to Purchaser that (a) Seller is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "**ERISA**") nor an entity whose assets are deemed to be plan assets under ERISA and (b) the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Purchaser shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Seller's representation is found to be false or misleading in any respect.

7.1.11. Terrorist Organization Lists. Seller is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any person designated in Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism. Seller is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

7.1.12. Intentionally omitted.

7.2. Seller's Knowledge. For purposes of this Agreement and any document delivered at Closing, whenever the phrases "to Seller's knowledge" or words of similar import are used, they shall be deemed to refer to the current, actual, conscious knowledge only, without any independent investigation having been made or any implied duty to investigate, and not any implied, imputed or constructive knowledge Ms. Jeanne Peto.

7.3. **Survival**. The express representations and warranties made in this Agreement by Seller shall not merge into any instrument or conveyance delivered at the Closing provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of all such representations and warranties shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter shall be void and of no force or effect.

ARTICLE VIII.

Representations and Warranties of Purchaser

8.1. Purchaser represents and warrants to Seller that the following matters are true and correct as of the Effective Date.

8.1.1 **Authority**. Purchaser is a Nevada nonprofit corporation. This Agreement has been duly authorized, executed and delivered by Purchaser, is the legal, valid and binding obligation of Purchaser, and does not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject. All documents which are to be executed by Purchaser and delivered at Closing will, at the time of Closing, (a) be duly authorized, executed and delivered by Purchaser, (b) be legal, valid and binding obligations of Purchaser, and (c) not violate any provision of any agreement or judicial order to which Purchaser is a party or to which Purchaser is subject.

8.1.2. **Bankruptcy or Debt of Purchaser**. Purchaser has not made a general assignment for the benefit of creditors, filed any voluntary petition in bankruptcy or suffered the filing of an involuntary petition by Purchaser's creditors, suffered the appointment of a receiver to take possession of all, or substantially all, of Purchaser's assets, suffered the attachment or other judicial seizure of all, or substantially all, of Purchaser's assets, admitted in writing its inability to pay its debts as they come due or made an offer of settlement, extension or composition to its creditors generally.

8.1.3. **ERISA Compliance**. Purchaser hereby represents and warrants to Seller that (a) Purchaser is not a "plan" nor a plan "fiduciary" nor an entity holding "plan assets" (as those terms are defined under the Employee Retirement Income Security Act of 1974, as amended, and its applicable regulations as issued by the Department of Labor and the Internal Revenue Service, "**ERISA**") nor an entity whose assets are deemed to be plan assets under ERISA, and (b) Purchaser is acquiring the Property for Purchaser's own personal account and that the Property shall not constitute plan assets subject to ERISA upon conveyance of the Property by Seller and the closing of this Agreement between Purchaser and Seller. Seller shall not have any obligation to close the transaction contemplated by this Agreement if the transaction for any reason constitutes a prohibited transaction under ERISA or if Purchaser's representation is found to be false or misleading in any respect.

8.1.4. **Terrorist Organization Lists**. Purchaser is not acting, directly or indirectly, for or on behalf of any person named by the United States Treasury Department as a Specifically Designated National and Blocked Person, or for or on behalf of any Person

designated in Executive Order 13224 as a Person who commits, threatens to commit, or supports terrorism. Purchaser is not engaged in the transaction contemplated by this Agreement directly or indirectly on behalf of, or facilitating such transaction directly or indirectly on behalf of, any such person.

8.2. Purchaser's Acknowledgment and Release of Seller.

(a) As Is. Purchaser acknowledges and agrees that it is purchasing Property on its own inspection and examination thereof, in an "AS IS" physical condition and in an "AS IS" state of repair, and except as expressly contained in Seller's representations (as set forth in Section 7.1 hereof), Purchaser hereby waives, and Seller disclaims, all warranties of any type or kind whatsoever with respect to the Property, whether express or implied, direct or indirect, oral or written, including, by way of description, but not limitation, those of habitability, fitness for a particular purpose, and use. Without limiting the generality of the foregoing. Purchaser expressly acknowledges that, except as otherwise provided in Seller's representations in this Agreement, Seller makes no representations or warranties concerning, and hereby expressly disclaims any representations or warranties concerning: (i) the value, nature, quality or condition of the Property; (ii) any restrictions related to development of the Property; (iii) the applicability of any governmental requirements; (iv) the suitability of the Property for any purpose whatsoever; (v) the presence in, on, under or about the Property of any Hazardous Material or any other condition of the Property which is actionable under any Environmental Laws; (vi) compliance of the Property or any operation thereon with the laws, rules, regulations or ordinances of any applicable governmental body; (vii) the presence or absence of, or the potential adverse health, economic or other effects arising from, any magnetic, electrical or electromagnetic fields or other conditions caused by or emanating from any power lines, telephone lines, cables or other facilities, or any related devices or appurtenances, upon or in the vicinity of the Property; or (viii) the presence or absence of radon gas within the Property.

As used herein, "Hazardous Materials" shall mean, collectively, any chemical, material, substance or waste which is or hereafter becomes defined or included in the definitions of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous substances," "toxic substances," "pollutant" or "contaminant," or words of similar import, under any Environmental Law, and any other chemical, material, substance, or waste, exposure to, disposal of, or the release of which is now or hereafter prohibited, limited or regulated by any governmental or regulatory authority or otherwise poses an unacceptable risk to public health, welfare or the environment.

As used herein, "Environmental Laws" shall mean all applicable local, state and federal environmental rules, regulations, statutes, laws and orders, as amended from time to time relating to the public health, safety, welfare or the environment, including, but not limited to, all such rules, regulations, statutes, laws and orders regarding the storage, use and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment, including, without limitation, Chapter 459 of the Nevada Revised Statutes and the Comprehensive Response, Compensation and Liability Act of 1980 (42 U.S.C. §§ 9601 et seq), as amended by the Superfund Amendments and Reauthorization Act of 1986.

(b) Release. Purchaser agrees that, except for a breach of Seller's representations in Section 7.1 hereof, Seller shall not be responsible or liable to Purchaser for any condition affecting the Property because Purchaser is purchasing the Property AS-IS, WHERE-IS, and WITH ALL FAULTS. Purchaser, or anyone claiming by, through or under Purchaser pursuant to an assignment of this Agreement by Purchaser or any transfer of the Property by Purchaser after Closing to an affiliate of Purchaser, hereby fully releases Seller, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents from and irrevocably waives its right to maintain any and all claims and causes of action that it may now have or hereafter acquire against Seller, its managers, members, partners, employees, officers, directors, shareholders, affiliates, representatives, consultants and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any defects, errors, omissions or other conditions affecting the Property, except to the extent that such loss or other liability results from a breach of Seller's representations or warranties in this Agreement. Purchaser hereby waives any Environmental Claim which it now has or in the future may have against Seller. The foregoing release and waiver shall be given full force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action.

As used herein, "Environmental Claim" shall mean any claim, action, cause of action, suit, or demand Purchaser has or may have against Seller concerning the Property, or any part thereof, pursuant to applicable Environmental Laws.

(c) Bargaining Position. Purchaser acknowledges, represents and warrants that Purchaser is not in a significantly disparate bargaining position with respect to Seller in connection with the transaction contemplated by this Agreement; that Purchaser freely and fairly agreed to the provisions of this Section 8.2 as part of the negotiations for the transaction contemplated by this Agreement; that Purchaser is represented by legal counsel in connection with this transaction and Purchaser has conferred with such legal counsel concerning this waiver.

(d) Survive Closing. The provisions of this Section 8.2 shall survive the Closing and the delivery of the Deed to Purchaser.

8.3. Survival. The express representations and warranties made in this Agreement by Purchaser shall not merge into any instrument of conveyance delivered at the Closing; provided, however, that any action, suit or proceeding with respect to the truth, accuracy or completeness of all such representations and warranties shall be commenced, if at all, on or before the date which is one (1) year after the Closing Date and, if not commenced on or before such date, thereafter shall be void and of no force or effect.

ARTICLE IX.

Seller's Interim Operating Covenants

9.1. Operations. During the period from the Effective Date until Closing, Seller shall, in accordance with existing business practices, manage, maintain and operate the Property.

9.2. Maintain Insurance. Seller shall maintain in full force and effect until the Closing Date its existing insurance coverages (as of the Effective Date).

9.3. Conveyances. Seller shall not convey any interest in the Property to any third party.

ARTICLE X.

Closing Conditions

10.1. Conditions to Obligations of Seller. The obligations of Seller under this Agreement to sell the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date except to the extent that any of such conditions may be waived by Seller in writing at Closing.

10.1.1. Representations, Warranties and Covenants of Purchaser. All representations and warranties of Purchaser in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date.

10.1.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.1.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Seller before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Seller or any of its affiliates in connection with the transactions contemplated by this Agreement.

10.2. Conditions to Obligations of Purchaser. The obligations of Purchaser under this Agreement to purchase the Property and consummate the other transactions contemplated hereby shall be subject to the satisfaction of the following conditions on or before the Closing Date, except to the extent that any of such conditions may be waived by Purchaser in writing at Closing.

10.2.1. Representations, Warranties and Covenants of Seller. All representations and warranties of Seller in this Agreement shall be true and correct in all material respects as of the Closing Date, with the same force and effect as if such representations and warranties were made anew as of the Closing Date. Seller shall have performed and complied in all material respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.2.2. No Orders. No order, writ, injunction or decree shall have been entered and be in effect by any court of competent jurisdiction or any governmental authority, and no statute, rule, regulation or other requirement shall have been promulgated or enacted and be in effect, that restrains, enjoins or invalidates the transactions contemplated hereby.

10.2.3. No Suits. No suit or other proceeding shall be pending or threatened by any third party not affiliated with or acting at the request of Purchaser before any court or governmental authority seeking to restrain or prohibit or declare illegal, or seeking substantial damages against Purchaser in connection with the transactions contemplated by this Agreement.

10.2.5. Title Policy. Upon recordation of the Deed and payment of the title insurance premiums, the Title Company shall be irrevocably committed to issue to Purchaser an Owner's Policy of Title Insurance, at least in the amount of the Purchase Price, together with all approved endorsements (collectively, "**Title Policy**") insuring Purchaser as the fee owner of the Property, subject only to the Permitted Exceptions, and receipt by the Title Company from Seller of any title affidavit required by the Title Company for the issuance of the Title Policy.

10.2.6. Possession of the Property. Delivery by Seller of possession of the Property, subject to all matters of record.

ARTICLE XI.

Closing

11.1. Purchaser's Closing Obligations. Purchaser, at its sole cost and expense, shall deliver or cause to be delivered to Seller at Closing the following:

11.1.1. The Purchase Price, after all adjustments are made at the Closing as herein provided, by wire transfer or other immediately available federal funds, which amount shall be received in escrow by the Title Company at or before 12:00 noon Pacific time on the day of the Closing.

11.2. Seller's Closing Obligations. Seller, at its sole cost and expense, shall deliver or cause to be delivered to Purchaser at or prior to the Closing the following:

11.2.1. A deed (the "**Deed**") in recordable form properly executed and acknowledged by Seller conveying to Purchaser the Property described on Exhibit A in fee simple, subject to all matters of record substantially in the form attached hereto as Exhibit B.

11.2.2. Evidence reasonably satisfactory to Purchaser and the Title Company that the person executing the Closing documents on behalf of Seller has full right, power and authority to do so.

11.2.3. A certificate substantially in the form attached hereto as Exhibit C **("Non-Foreign Entity Certification")** certifying that Seller is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.

ARTICLE XII.

Risk of Loss

12.1. Condemnation and Casualty. If, prior to the Closing Date, all or any portion of the Property is taken by condemnation or eminent domain, or is the subject of a pending taking which has not been consummated, or is destroyed or damaged by fire or other casualty, Seller shall notify Purchaser of such fact promptly after Seller obtains knowledge thereof. If such condemnation or casualty is Material (as hereinafter defined), Purchaser shall have the option to terminate this Agreement upon notice to Seller given not later than ten (10) days after receipt of Seller's notice, or the Closing Date, whichever is earlier. If this Agreement is terminated, the Deposit shall be returned to Purchaser and thereafter neither Seller nor Purchaser shall have any further rights or obligations to the other hereunder except with respect to the Surviving Termination Obligations. If this Agreement is not terminated, Seller shall not be obligated to repair any damage or destruction but (x) Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds or condemnation proceeds, as applicable, net of any costs of repairs, if any, and net of reasonable collection, if any, costs by Seller (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or other casualty or condemnation including any rent abatement insurance for such casualty or condemnation and (y) the parties shall proceed to Closing pursuant to the terms hereof without abatement of the Purchase Price except for a credit in the amount of the applicable insurance deductible.

12.2. Condemnation Not Material. If the condemnation is not Material, then the Closing shall occur without abatement of the Purchase Price and, after deducting Seller's reasonable costs and expenses incurred in collecting any award, Seller shall assign, without recourse, all remaining awards or any rights to collect awards to Purchaser on the Closing Date.

12.3. Casualty Not Material. If the Casualty is not Material, then the Closing shall occur without abatement of the Purchase Price except for a credit in the amount of the applicable deductible and Seller shall not be obligated to repair such damage or destruction and Seller shall assign, without recourse, and turn over to Purchaser all of the insurance proceeds net of any costs of repairs and net of reasonable collection costs (or, if such have not been awarded, all of its right, title and interest therein) payable with respect to such fire or such casualty including any rent abatement insurance for such casualty.

12.4. Materiality. For purposes of this Article XII, (i) with respect to a taking by eminent domain, the term "**Material**" shall mean any taking whatsoever, regardless of the amount of the award or the amount of the Property taken, excluding, however, any taking solely of subsurface rights or takings for utility easements or right of way easements, if the surface of the Property, after such taking, may be used in substantially the same manner as though such rights had not been taken, and (ii) with respect to a casualty, the term "**Material**" shall mean any casualty such that the cost of repair, as reasonably estimated by

Seller's engineer and Purchaser's engineer, is in excess of One Hundred Thousand Dollars ($100,000.00).

ARTICLE XIII.

Default

13.1. Default by Seller. In the event the Closing and the transactions contemplated hereby do not occur as provided herein by reason of the Default (as defined in Section 13.3) of Seller, Purchaser may elect, as the sole and exclusive remedy of Purchaser, either to (i) terminate this Agreement by written notice to Seller within ten (10) days following the Closing Date (the **"Default Termination Notice"**), in which event (A) Purchaser shall receive the Deposit from the Escrow Agent, and (B) Seller shall promptly reimburse Purchaser for its verifiable out-of-pocket costs incurred in connection with this Agreement up to an amount not exceeding Fifty Thousand and 00/100 Dollars ($50,000.00), after which Seller shall not have any additional liability whatsoever to Purchaser hereunder other than with respect to the Surviving Termination Obligations (as defined in Section 16.12 hereof), or (ii) enforce specific performance of the obligations of Seller hereunder. Purchaser shall be deemed to have elected to terminate this Agreement (as provided in clause (i) above) if Purchaser fails to deliver to Seller written notice of its intent to file a cause of action for specific performance against Seller on or before ten (10) days after the Closing Date (a **"Specific Performance Notice"**), or having given Seller a Specific Performance Notice, fails to file a lawsuit asserting such cause of action within ninety (90) days after the Closing Date. Notwithstanding the foregoing, if Seller's Default consists of the conveyance of the Property to a third party while this Agreement is in effect, then Purchaser shall also be entitled to pursue all remedies available at law or in equity.

13.2. Default by Purchaser. In the event the Closing and the transactions contemplated hereby do not occur as provided herein solely by reason of any Default of Purchaser, Purchaser and Seller agree it would be impractical and extremely difficult to fix the damages which Seller may suffer. Therefore, Purchaser and Seller hereby agree a reasonable estimate of the total net detriment Seller would suffer in the event Purchaser Defaults and fails to complete the purchase of the Property is and shall be, as Seller's sole and exclusive remedy (whether at law or in equity), a sum equal to the Deposit, and any interest accrued thereon which shall be paid to Seller. Upon such Default by Purchaser, Seller shall have the right to receive the Deposit from the Escrow Agent as its sole and exclusive remedy and thereupon this Agreement shall be terminated and neither Seller nor Purchaser shall have any further rights or obligations hereunder, except with respect to the Surviving Termination Obligations. The amount of the Deposit (as adjusted) shall be the full, agreed and liquidated damages for Purchaser's Default and failure to complete the purchase of the Property, all other claims to damages or other remedies being hereby expressly waived by Seller. Notwithstanding the foregoing, nothing contained herein shall limit Seller's remedies at law or in equity as to the Surviving Termination Obligations.

13.3 **Default Cure Period.** Notwithstanding anything else contained herein, a party shall only be deemed to be in default under this Agreement (a "Default") when such party has failed to comply with any of the terms and/or conditions of this Agreement and has failed to cure such noncompliance within five (5) business days following written notice from

the other party, which notice shall state the alleged noncompliance with reasonable specificity.

ARTICLE XIV.

Brokers

14.1. Brokers. Purchaser and Seller each represents and warrants to the other that it has not dealt with any person or entity entitled to a brokerage commission, finder's fee or other compensation with respect to the transaction contemplated hereby other than Northcap Commercial (John Tippin) ("**Purchaser's Broker**") (there is no Seller's 's broker). The Purchaser's Broker shall be paid by Purchaser, in an amount not to exceed four percent (4%), only upon the Closing of the purchase and sale contemplated hereby, pursuant to a separate agreement between Purchaser and Purchaser's Broker (the "**Brokerage Commission**"). The Brokerage Commission shall be Purchaser's sole liability to Purchaser's Broker. Purchaser hereby agrees to indemnify, defend, and hold Seller harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Seller by reason of any breach or inaccuracy of Purchaser's (or its nominee's) representations and warranties contained in this Article XIV, including without limitation, any commissions owed to Purchaser's Broker. Seller hereby agree to indemnify, defend, and hold Purchaser harmless from and against any losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by Purchaser by reason of any breach or inaccuracy of Seller's representations and warranties contained in this Article XIV. Seller and Purchaser agree that it is their specific intent that no broker shall be a party to or a third party beneficiary of this Agreement or the Deposit, that no broker shall have any rights or cause of action hereunder, and further that the consent of a broker shall not be necessary to any agreement, amendment, or document with respect to the transaction contemplated by this Agreement. The provisions of this Article XIV shall survive the Closing or earlier termination of this Agreement.

ARTICLE XV.

Confidentiality

15.1. Confidentiality.

15.1.1 Nevada Public Records Act. Seller acknowledges that Purchaser is subject to the Nevada Public Records Act (Nevada Revised Statutes, Chapter 239) and that all documents submitted by Seller to Purchaser will be subject to the Nevada Public Records Act. Seller agrees that any disclosure of any documents, emails or other items or matter required to be disclosed under the Nevada public Records Act is permitted and authorized. Purchaser and Seller shall have the right to announce the purchase and sale of the Property in newspapers and real estate trade publications (including "tombstones") provided that each party shall consult with the other party with respect to any such notice or publication, and shall reasonably consider any comments or objections of the other party. The provisions of this Section 15.1.1 shall survive Closing.

ARTICLE XVI.

Miscellaneous

16.1. **Notices**. Any and all notices, requests, demands or other communications hereunder shall be deemed to have been duly given if in writing and if transmitted by e-mail delivery with e-mail confirmation of receipt of the same from Escrow Agent, by hand delivery with receipt therefor, by overnight courier, or by registered or certified mail, return receipt requested, first class postage prepaid addressed as follows (or to such new address as the addressee of such a communication may have notified the sender thereof) (the date of such notice shall be the date of actual delivery to the recipient thereof):

To Seller:
The Peto Family Trust
PO Box 790
Las Vegas, Nevada
Attn: Jeanne Peto
Phone No.: (702) 382-5759
Email: Peto4@aol.com
and charleston550@aol.com

To Purchaser:
City Of Las Vegas
c/o Office of Economic and Urban Development
495 S. Main Street, 6th Floor
Las Vegas, 89101
Phone: (702) 229-6551
Fax: (702) 385-3128
Email: barent@lasvegasnevada.gov
Attn: William Arent, Director

With a copy to:
City Attorney Office
City Hall, Sixth Floor
495 S. Main Street, 6th Floor
Las Vegas, NV 89101
Phone: (702) 229-6629
Fax: (702) 368-1749
Email: jridilla@lasvegasnevada.gov
Attn: John Ridilla

To Escrow Agent:
Kristin Ravelo
Commercial Escrow Officer
First American Title Insurance Company
2500 N. Buffalo Drive #150
Las Vegas, NV 89138
Phone No.: (702)251-5106
Email: KRavelo@FirstAm.com

16.2. Governing Law. This Agreement shall be governed by and construed in accordance with the internal, substantive laws of the State of Nevada, without regard to the conflict of laws principles thereof.

16.3. Headings. The captions and headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.

16.4. Effective Date. This Agreement shall be effective upon the Effective Date when fully executed by Seller and Purchaser.

16.5. Business Days. If any date herein set forth for the performance of any obligations of Seller or Purchaser or for the delivery of any instrument or notice as herein provided should be on a Friday, Saturday, Sunday or legal holiday, the compliance with such obligations or delivery shall be deemed acceptable on the next business day following such Friday, Saturday, Sunday or legal holiday. As used herein, the term "legal holiday" means any state or Federal holiday for which financial institutions or post offices are generally closed in the state where the Property is located. Any date or timeline set forth herein shall be a reference to calendar days unless specifically delineated that business days shall apply.

16.6. Counterpart Copies. This Agreement may be executed in two or more counterpart copies, all of which counterparts shall have the same force and effect as if all parties hereto had executed a single copy of this Agreement.

16.7. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

16.8. Assignment. Purchaser shall not have the right to assign the Agreement without Seller's prior written consent, which consent may be given or withheld in Seller's sole and absolute discretion; provided that Purchaser shall in no event be released from any of its obligations or liabilities hereunder as a result of any such assignment.

Notwithstanding anything to the contrary stated above, Seller hereby authorizes Purchaser to assign this Agreement without Seller's consent to any Affiliate (as defined below) of Purchaser, provided that (i) such assignee assumes Purchaser's obligations under this Agreement pursuant to a written agreement in form and substance reasonably acceptable to Seller; (ii) Seller receives a copy of such assignment and assumption agreement on or before three (3) business days after the execution thereof (and in no event less than three (3) business days prior to Closing) and reaffirms all of the representations and warranties of Purchaser herein and (iii) Purchaser shall remain liable for, and shall not be released from the performance of Purchaser's obligations under this Agreement after such assignment. Whenever reference is made in this Agreement to Seller or Purchaser, such reference shall include the successors and assigns of such party under this Agreement. For purposes of this Section 16.8, "**Affiliate**" shall mean an entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under the common control with, Purchaser.

16.9. Interpretation. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared

by counsel for one of the parties, it being recognized that both Seller and Purchaser have contributed substantially and materially to the preparation of this Agreement.

16.10. Entire Agreement. This Agreement and the Exhibits attached hereto contain the final and entire agreement between the parties hereto with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. Purchaser, Seller and their agents shall not be bound by any terms, conditions, statements, warranties or representations, oral or written, not contained herein. No change or modifications to this Agreement shall be valid unless the same is in writing and signed by the parties hereto. Each party reserves the right to waive any of the terms or conditions of this Agreement which are for their respective benefit and to consummate the transaction contemplated by this Agreement in accordance with the terms and conditions of this Agreement which have not been so waived. Any such waiver must be in writing signed by the party for whose benefit the provision is being waived.

16.11. Severability. If any one or more of the provisions hereof shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16.12. Survival. Except as otherwise specifically provided for in this Agreement (collectively, the **"Surviving Termination Obligations"**), the provisions of this Agreement and the representations and warranties herein shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein.

16.13. Exhibits and Schedules. Exhibits A through D attached hereto are incorporated herein by reference.

16.14. Time. Time is of the essence in the performance of each of the parties' respective obligations contained herein.

16.15. Limitation of Liability. The obligations of Seller are binding only on Seller and Seller's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the members, partners, officers, directors, shareholders or beneficiaries of Seller, or of any members, partners, officers, directors, shareholders or beneficiaries of any partners of Seller, or of any of Seller's employees or agents and any liability of Seller hereunder and under the documents executed and delivered by Seller at Closing shall be expressly limited as set forth in Sections 7.3, 8.2, 8.3 and 13.1 of this Agreement. All documents to be executed by Seller shall also contain the foregoing exculpation. The obligations of Purchaser are binding only on Purchaser and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the members, partners, officers, directors, shareholders or beneficiaries of Purchaser, or of any members, partners, officers, directors, shareholders or beneficiaries of any partners of Purchaser, or of any of Purchaser's employees or agents and any liability of Purchaser hereunder and under the documents executed and delivered by Purchaser at Closing shall be expressly limited as set forth in Sections 7.3, 8.2, 8.3 and 13.2 of this Agreement. All documents to be executed by Purchaser shall also contain the foregoing exculpation.

16.16. Prevailing Party. Should either party employ an attorney to enforce any of the provisions hereof, (whether before or after Closing, and including any claims or actions involving amounts held in escrow), the non-prevailing party in any final judgment agrees to pay the other party's reasonable expenses, including reasonable attorneys' fees and expenses in or out of litigation and, if in litigation, trial, appellate, bankruptcy or other proceedings, expended or incurred in connection therewith, as determined by a court of competent jurisdiction. The provisions of this Section 16.16 shall survive Closing or any earlier termination of this Agreement.

16.17. Escrow Agreement.

16.17.1. Instructions. Purchaser and Seller each shall promptly deposit a copy of this Agreement executed by such party (or either of them shall deposit a copy executed by both Purchaser and Seller) with Escrow Agent, and, upon receipt of the Deposit from Purchaser, Escrow Agent shall immediately execute this Agreement where provided below. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Agent by written agreement, shall constitute the escrow instructions. If any requirements relating to the duties or obligations of Escrow Agent hereunder are not acceptable to Escrow Agent, or if Escrow Agent requires additional instructions, the parties hereto agree to make such deletions, substitutions and additions hereto as counsel for Purchaser and Seller shall mutually approve, which additional instructions shall not substantially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Purchaser.

16.17.2. Real Estate Reporting Person. Escrow Agent is hereby designated the "real estate reporting person" for purposes of Section 6045 of Title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Agent shall so provide. Upon the consummation of the transaction contemplated by this Agreement, Escrow Agent shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation. Seller and Purchaser shall promptly furnish their federal tax identification numbers to Escrow Agent and shall otherwise reasonably cooperate with Escrow Agent in connection with Escrow Agent's duties as real estate reporting person.

16.17.3. Liability of Escrow Agent. The parties acknowledge that the Escrow Agent shall be conclusively entitled to rely, except as hereinafter set forth, upon a certificate from Purchaser or Seller as to how the Deposit (which, for purposes of this Section shall be deemed to also include any other escrowed funds held by the Escrow Agent pursuant to this Agreement) should be disbursed. Any notice sent by Seller or Purchaser (the **"Notifying Party"**) to the Escrow Agent shall be sent simultaneously to the other noticed parties pursuant to Section 16.1 herein (the **"Notice Parties"**). If the Notice Parties do not object to the Notifying Party's notice to the Escrow Agent within ten (10) days after the Notice Parties' receipt of the Notifying Party's certificate to the Escrow Agent, the Escrow Agent shall be able to rely on the same. If the Notice Parties send, within such ten (10) days, written notice to the Escrow Agent disputing the Notifying Party's certificate, a dispute shall exist and the Escrow Agent shall hold the Deposit as hereinafter provided. The parties hereto hereby acknowledge that Escrow Agent shall have no liability to any party on account of Escrow Agent's failure to disburse the Deposit if a dispute shall have arisen with respect to

the propriety of such disbursement and, in the event of any dispute as to who is entitled to receive the Deposit, disburse them in accordance with the final order of a court of competent jurisdiction, or to deposit or interplead such funds into a court of competent jurisdiction pending a final decision of such controversy. The parties hereto further agree that Escrow Agent shall not be liable for failure of any depository and shall not be otherwise liable except in the event of Escrow Agent's gross negligence or willful misconduct. The Escrow Agent shall be reimbursed on an equal basis by Purchaser and Seller for any reasonable expenses incurred by the Escrow Agent arising from a dispute with respect to the Deposit. The obligations of Seller and/or Purchaser with respect to the Escrow Agent are intended to be binding only on Seller and Seller's assets and/or Purchaser and Purchaser's assets and shall not be personally binding upon, nor shall any resort be had to, the private properties of any of the partners, officers, directors, shareholders or beneficiaries of Seller or Purchaser, or of any partners, officers, directors, shareholders or beneficiaries of any partners of Seller or Purchaser, or of any of Seller's or Purchaser's employees or agents.

16.18. No Recording. Neither this Agreement nor any memorandum or short form hereof shall be recorded or filed in any public land or other public records of any jurisdiction by either party and any attempt to do so may be treated by the other party as a breach of this Agreement.

16.19. Waiver of Trial by Jury. The respective parties hereto shall and hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute, emergency or otherwise.

16.20. Force Majeure. Any prevention, delay or stoppage due to strike, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure of power, governmental restrictions, governmental approvals, judicial orders, riots, insurrection, enemy or hostile governmental action, terrorism, civil commotion, fire or other casualty, and other reason of a similar or dissimilar nature beyond the reasonable control of the party obligated to perform ("**Force Majeure**"), shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage and the period for the performance of any act, including, without limitation, the contingency periods set forth herein, shall be extended for the period of the delay. Force Majeure shall excuse the performance by that party, as aforesaid, provided that the party prevented, delayed or stopped shall have given the other party written notice thereof within ten (10) days of such event causing the prevention, delay or stoppage, together with a reasonable estimate of the time period of such delay. Delays or failure to perform resulting from lack of funds or financial inability shall not be deemed delays beyond the reasonable control of a party. No extension of time will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Property is located.

(signatures on following page)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

SELLER:

THE PETO FAMILY TRUST, a Nevada trust

By: _____

Name: ~~Jeanne Peto~~ JEANNE HAM PETO

Title: Trustee

PURCHASER:

CITY PARKWAY V, INC.,
a Nevada nonprofit corporation

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

_____
Michael C. Niarchos, Counsel

4-17-19

The Escrow Agent hereby executes this Agreement for the sole purpose of acknowledging receipt of the Deposit and its responsibilities hereunder and to evidence its consent to serve as Escrow Agent in accordance with the terms of this Agreement.

ESCROW AGENT:

First American Title Insurance Company

By:_____

Name:_____

Title:_____

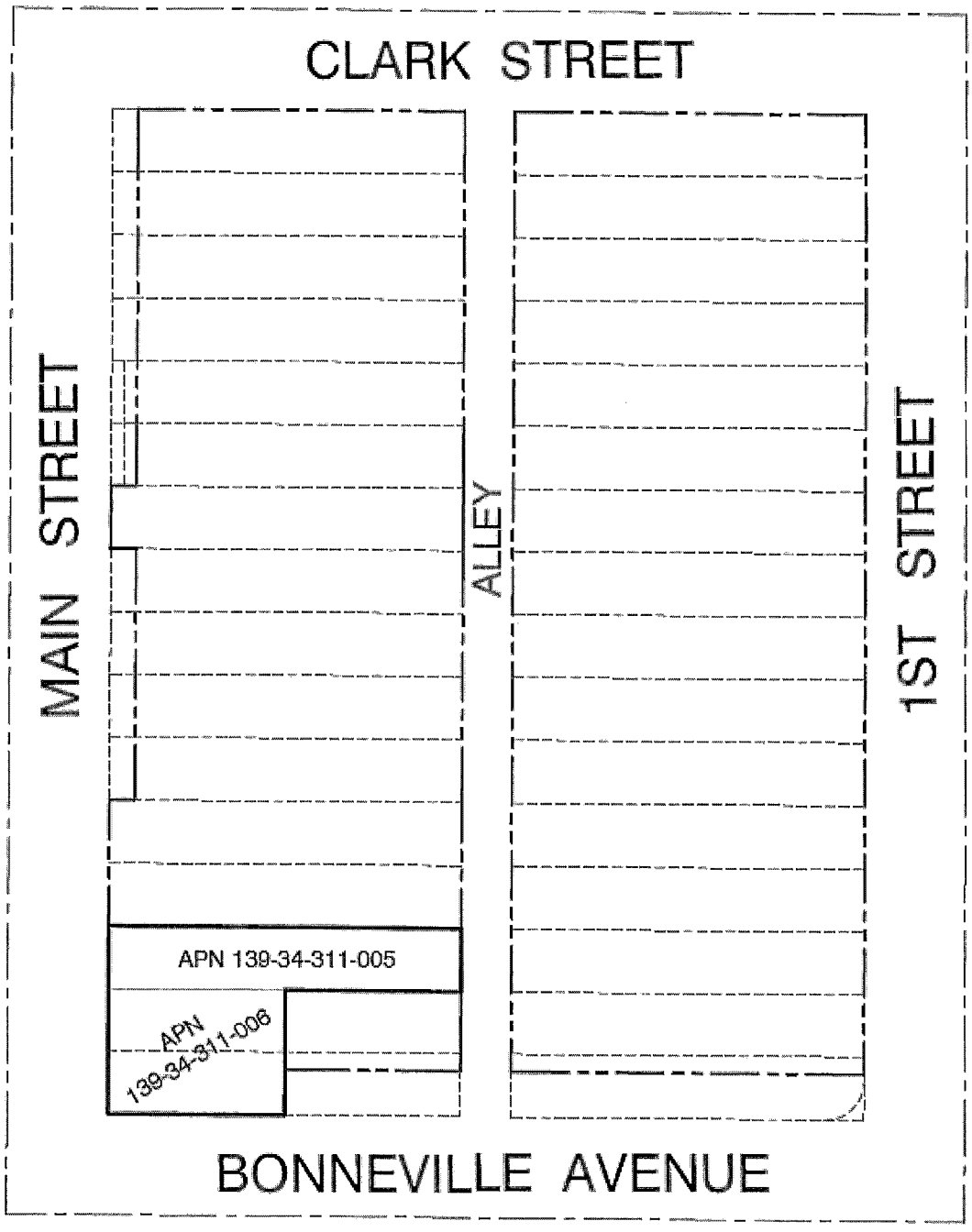
Date:_____, 2019

LIST OF EXHIBITS AND SCHEDULES

Exhibit A	-	Site Plan
Exhibit A-1	-	Legal Description
Exhibit B	-	Form of Deed
Exhibit C	-	Form of Non-Foreign Entity Certificate
Exhibit D	-	Disclosure of Principals

EXHIBIT A

BLOCK 7 - PROPERTIES



SITE PLAN

EXHIBIT A-1

LEGAL DESCRIPTION

To be inserted by Escrow Agent.

EXHIBIT B

FORM OF DEED

Attached.

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
[INSERT COMPANY NAME HERE]
[Address]
[_____]
[_____]
[_____]

MAIL TAX STATEMENTS TO:
[INSERT COMPANY NAME HERE]
[Address]
[_____]
[_____]
[_____]

APNs: _____

(Space above line for Recorder's use only)

GRANT, BARGAIN AND SALE DEED

THE PETO FAMILY TRUST, a Nevada trust "GRANTOR," does hereby Grant, Bargain, Sell and Convey to City Parkway V, Inc., a Nevada nonprofit corporation, as "GRANTEE", the real property located in the County of Clark, State of Nevada bounded and described as follows:

See Exhibit "A" attached hereto and incorporated herein by this reference;

Together with all rights and privileges appurtenant to GRANTOR's interest in the real property, if any, including, without limitation, all of GRANTOR's right, title and interest, if any, in and to all easements, licenses, covenants, and other rights-of-way or other appurtenances in any way related to or used in connection with the ownership, beneficial use and enjoyment of the real property.

SUBJECT TO:

1. General and special taxes for the current fiscal tax year not yet due and payable.

2. All matters of record.

{Signature Page Follows}

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

Dated as of _____, 2019.

"GRANTOR"

THE PETO FAMILY TRUST, a Nevada trust

By: _____

Name: Jeanne Peto

Title: Trustee

Notary Acknowledgement to be attached.

EXHIBIT A

Legal Description of Land

To be inserted when preparing final documentation.

EXHIBIT C

FORM OF NON-FOREIGN ENTITY CERTIFICATE

Attached.

NON-FOREIGN ENTITY CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **THE PETO FAMILY TRUST**, a Nevada trust ("**Transferor**"), the undersigned hereby certifies on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

2. Transferor's U.S. employer identification number is: .

3. Transferor's office address is:

Transferor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement made within this certification could be punished by fine, imprisonment, or both.

{Signature on following page}

Under penalties of perjury the undersigned declares that he has examined this certification and that to the best of his knowledge and belief it is true, correct and complete, and the undersigned further declares that he has the authority to sign this document on behalf of the Transferor.

THE PETO FAMILY TRUST, a Nevada trust

By: _____

Name: _____

Title: _____

Date: _____, 2019

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

"*Principal*" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (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 or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

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

4. Incorporation

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

Block 1 Contracting Entity

PETO FAMILY TRUST

Name PO BOX 720

Address LAS VEGAS 89125

Telephone 702-382-5759

EIN or DUNS

Block 2 Description

Subject Matter of Contract/Agreement

Contract No.

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.	JEANNE HAM PETO	P.O. BOX 770 89125	702-382-5750
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Jeanne Ham Peto
Name

April 16, 2019
Date

Subscribed and sworn to before me this _____day of

_____, 20__

_____
Notary Public

CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

"*Principal"* means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (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 or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.

3. Instructions

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

4. Incorporation

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

Block 1 **Contracting Entity**
PETO FAMILY TRUST
Name PO BOX 720
Address LAS VEGAS 89125
Telephone 702-382-5759
EIN or DUNS

Block 2 **Description**
Subject Matter of Contract/Agreement
Contract No.

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.	JEANNE HAM PETO	P.O. BOX 770 89125	702-382 5759
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5 **DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE**

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

Jeanne Ham Peto
Name

April 16, 2019
Date

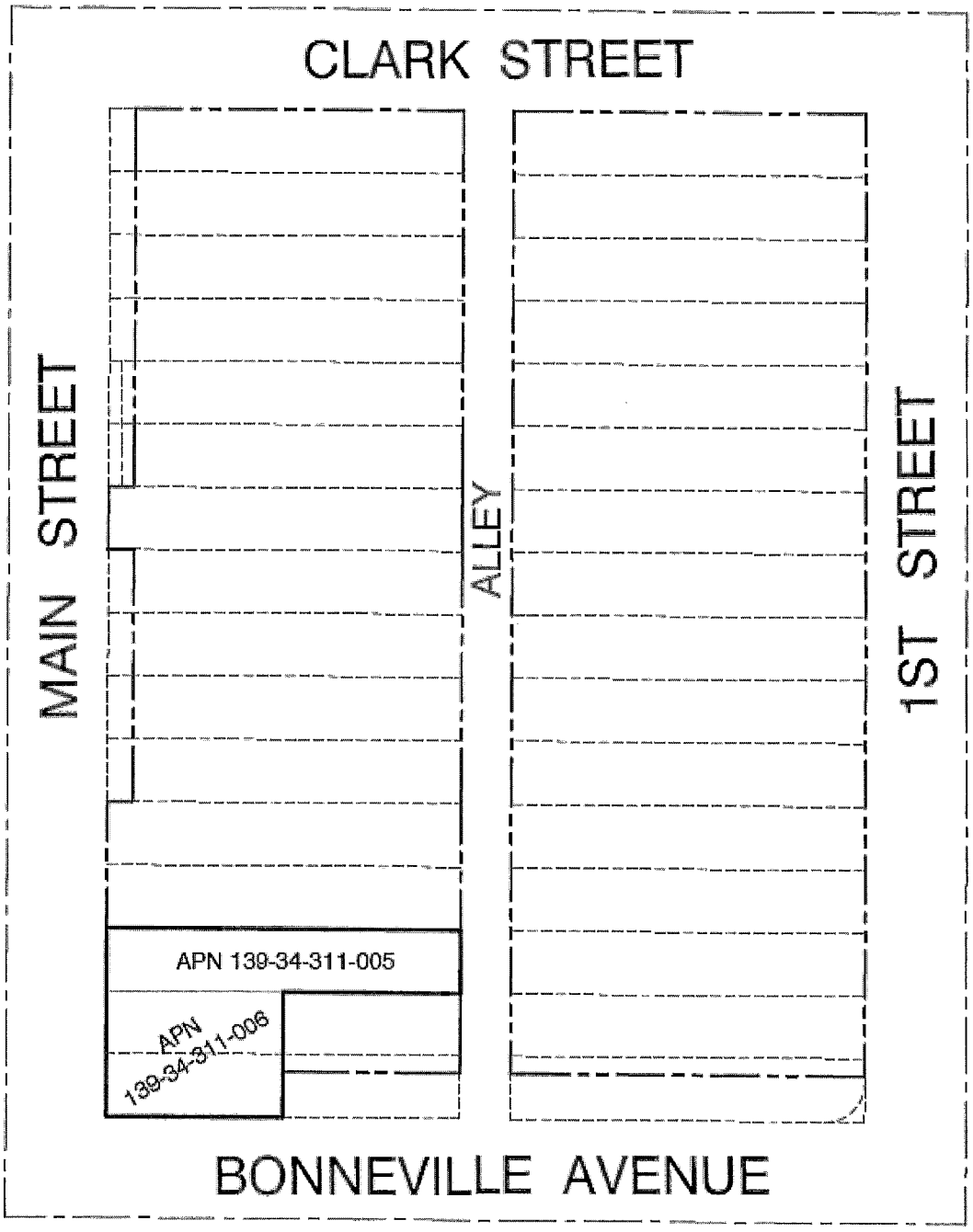
Subscribed and sworn to before me this _____day of

_____, 20__

_____
Notary Public

EXHIBIT A

BLOCK 7 - PROPERTIES



SITE PLAN

COMMISSION AGREEMENT

This COMMISSION AGREEMENT (this "Agreement") is made and entered into as of the 17th day of April 2019 (the "Effective Date"), by and between NorthCap Residential, LLC, a Nevada corporation ("Broker"), at 1127 South Rancho Drive, Las Vegas, Nevada 89102 and City Parkway V, Inc. ("Buyer"), at 495 South Main Street, Las Vegas, Nevada 89101; Attention _____. When executed by both parties, this Agreement sets forth the terms with respect to the payment of a real estate brokerage commission (the "Commission") to Broker in connection with Buyer's purchase of the real property described below:

Buyer: **City Parkway V, Inc.**

Seller: **Peto Family Trust**

Property: **527 South Main Street, 2 East Bonneville, Las Vegas, Nevada 89101 also known as Clark County Assessor's parcels numbered 13934311-005 and 13934311-006 ,**

Commission: **Four Percent 4% of the gross purchase price**

WHEREAS, Broker has provided assistance to Buyer in purchasing the Property and Buyer has agreed to pay the Commission to Broker when and if Buyer actually closes the purchase of the Property.

NOW, THEREFORE, the Buyer and Broker agree as follows:

AGREEMENT

1. **No Agency.** Broker is providing real estate services only to Buyer. No brokerage or agency agreement shall be created or implied between Seller and Broker as a result of this Agreement.

2. **Payment of Commission**. Buyer shall pay one-hundred percent (100%) of the Commission to Broker at the close of escrow of Buyer's purchase of the Property. Upon payment of the Commission in accordance with this Section 2, Buyer shall have fully satisfied its obligations hereunder, and Buyer shall have no further obligation to Broker in connection with the purchase of the Property by Buyer. Broker agrees that (i) the Commission shall be payable to Broker on the condition that Buyer actually closes the purchase of the Property and (ii) in the event Buyer does not close the purchase of the Property for any reason whatsoever, no Commission, or any other compensation, shall be payable to Broker.

3. **Broker's Representations.** Broker represents and warrants to Buyer that (i) it is authorized and legally entitled to enter into this Agreement and accept the Commission, (ii) it may enter into this Agreement and accept the Commission without violating or

breaching any agreement to which it is a party, and (iii) no other person or entity is, to Broker's knowledge, entitled to a real estate broker/salesman/licensee commission, fee or compensation in connection with the Sale other than Buyers Broker, if any.

4. **Notices.** Any notice, demand, or other submittal or communication to the parties shall be in writing personally delivered or sent by nationally recognized overnight courier service to the address set forth above in this Agreement. Any communication personally delivered shall be deemed to have been validly and effectively given on the date of its receipt. Communications sent by nationally recognized overnight courier shall be deemed to have been validly and effectively given on the business day following the day on which it is sent.

5. **Entire Agreement; No Verbal Amendments.** There are no oral or written agreements or representations concerning the Commission not set forth herein. This Agreement constitutes the entire and only agreement between Buyer and Broker regarding the subject matter hereof. No amendment to or modification of this Agreement shall be effective or binding on the parties unless such amendment or modification is in a writing signed by both parties.

6. **No Assignment.** This Agreement shall inure to the benefit and obligation of the respective heirs, successors and/or assigns of Owner or Broker.

7. **Delinquent Payment and Attorneys' Fees.** In the event Owner fails to make payments within the time limits set forth herein and in addition to any other rights available to Broker, from the date due until paid the delinquent amount shall bear interest at the maximum rate permitted in the state in which the office of Broker executing this Schedule is located.

8. **Governing Law.** This Agreement is governed by and shall be interpreted in accordance with the laws of the State of Nevada.

SIGNATURES ON NEXT PAGE

THIS AGREEMENT is deemed executed as of the Effective Date set forth above.

BROKER:

Northcap Residential, LLC, a Nevada Corporation

By:

Name: Jon Tippins

Title: manager partner

BUYER:

City Parkway V, Inc.

By:

Name: William Arent

Title: Vice President

Approved as to form:

Name

Date 4-27-15

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
52

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
Discussion for possible action to approve an Employment Agreement for City Manager Scott D. Adams (Fiscal Impact to be Determined - General Fund)

FISCAL IMPACT:
Budget Funds Available
Amount: To be determined
Funding Source: General Fund
Dept./Division: City Manager's Office

PURPOSE/BACKGROUND:
On May 17, 2017, the City entered into an employment agreement with Scott D. Adams, as City Manager. That employment agreement was for a two (2) year term beginning July 7, 2017 and ending July 6, 2019. Section 2(D) of that agreement provided for renewal of the agreement unless either party gave written notice to the other party, ninety (90) days prior to the termination date, that said party did not wish to extend the agreement. On April 3, 2019, the Council voted to provide written notice the City did not wish to extend the agreement at that time, and gave direction to staff to schedule an annual review of Scott D. Adams and to present a new draft agreement for discussion and possible action on this date. Written notice was provided to Scott D. Adams, that the City did not wish the agreement to automatically renew. As directed, the annual review of City Manager Scott D. Adams is on as Item No. 52. This item allows for discussion and possible action to approve a new employment agreement for Scott D. Adams after the current agreement expires on July 6, 2019.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
Redlined Employment Agreement - Draft

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of

_____, 20191~~7,~~ by and between the CITY OF LAS VEGAS, State of Nevada, a municipal corporation, (hereinafter the "City") and Scott D. Adams (hereinafter the "Employee"), both of whom agree as follows.

WI T N E S S E T H:

WHEREAS, the City desires to employ the services of Employee as City Manager of the City of Las Vegas, Nevada as provided by the City Charter of Las Vegas; and

WHEREAS, it is the desire of the Mayor and City Council to provide certain benefits, establish certain conditions of employment and to set working conditions of employee; and

WHEREAS, it is the desire of the Mayor and City Council to (1) secure and retain the services of Employee and to provide inducement for him to remain in such employment (2) to make possible full work productivity by assuring Employee's morale and peace of mind with respect to future security and (3) to provide a just means for terminating Employee's services at such time as he may be fully unable to discharge his duties due to age or disability, or when the City may otherwise desire to terminate his employ; and

WHEREAS, Employee desires to accept employment as City Manager of the City of Las Vegas, Nevada.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows.

SECTION 1: DUTIES

The City hereby agrees to employ Employee as City Manager of the City of Las Vegas, Nevada to perform all functions and duties imposed upon him by the Las Vegas City Charter and by the Las Vegas Municipal Code, and to perform other legally permissible and proper duties and functions as the Mayor and City Council shall from time to time assign.

SECTION 2: TERM

A. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Mayor and City Council to terminate the services of Employee at any time, subject only to the provisions set forth in Section 3, paragraphs A and B of this Agreement.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of Employee to resign at any time from his position with the City, subject only to the provision set forth in Section 3, paragraph C of this

Agreement

C. Employee agrees to remain in the exclusive employ of the City for a term beginning July 7, 201917 and ending July 6, 202119. During this period, Employee agrees neither to accept other employment nor to become employed by any other employer until said termination date, unless said termination date is affected as hereinafter provided.

~~D. In the event written notice is not given by either party to this Agreement to the other ninety (90) days prior to the termination date as hereinabove provided, this Agreement shall be extended on the same terms and conditions as herein provided, all for an additional period of two years. Said Agreement shall continue thereafter for two-year periods unless either party hereto gives ninety (90) days written notice to the other party that the party does not wish to extend this Agreement for an additional two-year term.~~

SECTION 3: TERMINATION AND SEVERANCE PAY

Termination may occur for cause or without cause.

A. Termination for cause shall mean termination of employment because of (i) conviction by a court of competent jurisdiction of misappropriation or embezzlement of City of Las Vegas property or funds; (ii) conviction of any felony; or (iii) intentional breach of this Agreement.

B. In the event Employee is terminated without cause by the Mayor and City Council during such time that Employee is willing and able to perform his duties under this Agreement then in that event, the City agrees to pay Employee a lump sum payment equal to twelve (12) months' aggregate salary and benefits or the employee may elect to receive at his then current base rate of compensation in addition to all accrued holiday, executive benefits and annual leave in the form of salary continuation payable on the normal payroll schedule followed by City for that severance period. This payment is intended to include a PERS contribution equal to one year's salary. Additionally, for a minimum of one year City shall pay the costs of health insurance for the employee and dependents; including domestic partner.

For the purposes of continuation of benefits under the Consolidated Omnibus Budget Reconciliation Act (COBRA), the one year of health insurance coverage shall apply to the eighteen month maximum continuation period.

In the event of the demise of the employee, City agrees to provide health insurance benefits for employee's dependents (i.e. domestic partner) for up to one year; or to the end of the employee's COBRA continuation period, whichever is less, the amount of which is not to exceed the City's responsibility under stop loss coverage consistent with the City of Las Vegas group health insurance and shall not be less than the City's responsibility under stop loss coverage as of the effective date of this agreement.

Additionally, City agrees to provide life insurance coverage, in an amount equal to the coverage offered to other City employees in the Executive classification under City's group policy in effect at the time of separation, for a period of up to one year.

For purposes of this Agreement, termination shall occur when:

A majority of the governing body votes to terminate Employee at a duly authorized public meeting;

If the City of Las Vegas, citizens or legislature amends any provisions of the charter, code or enabling legislation diminishing the role, powers, duties, authority, responsibilities of the City Managers position, including governmental consolidation that diminishes the role of the City Manager, Employee shall have the right to declare that such amendments constitute termination.

If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as a representative of the majority of the governing body that the employee resign, then the Employee may declare a termination as of the date of the suggestion.

In the event the City at any time during the term of the Agreement reduces the salary or other financial benefits of Employee in a greater percentage than an applicable across-the-board reduction for all employees of the City, or in the event the City refuses, following written notice to comply with any other provision benefitting Employee herein, or Employee resigns following a suggestion, whether formal or informal, by the Mayor and City Council that he resign, then, in that event, Employee may, at his option, be deemed to be "terminated" at the date of such reduction or such refusal to comply within the meaning and content of the herein severance pay provision.

C. In the event Employee voluntarily resigns his position with the City before expiration of the aforesaid term of his employment, then Employee shall give the City 60 days advance written notice, unless the parties otherwise agree.

SECTION 4: DISABILITY

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of sixty (60) working days beyond any accrued sick leave, the City shall have the option of terminating this Agreement, subject to the severance pay requirements of Section 3, paragraph A. However, Employee shall be compensated for any accrued vacation, holidays and other accrued benefits.

SECTION 5: SALARY

The City agrees to pay Employee for his services rendered pursuant thereto an annual base salary of_____ ~~Two Hundred Forty Five Thousand and No/ 100ths Dollars ($245,000.00)~~, payable in installments at the same time as other employees of the City are paid.

In addition, the City agrees to increase said base salary and/or other benefits of Employee in such amounts and to such extent as the Mayor and City Council may determine that it is desirable to do so on the basis of performance of
Employee.

SECTION 6: HOURS OF WORK

It is recognized, that Employee must devote a great deal of time outside the normal office hours to business of the City and to that end, Employee shall be allowed to establish an appropriate work schedule.

SECTION 7: ANNUAL PERFORMANCE

At the completion of the first year of this agreement, the employee shall be given a performance evaluation and shall be eligible for a salary and/or bonus increase at that time. Such evaluation shall be based on written performance standards to be jointly developed by the City and Employee. Employee shall be eligible for merit, bonus and/or benefit adjustments resulting from the review. Subsequent annual performance reviews, with eligibility for merit, bonus or other forms of compensation, will also apply to any successive terms of this agreement.

SECTION 8: BENEFIT PLAN

In addition to the salary set forth in Section 4, Employee shall be provided the standard compensation and benefit plan available to current appointive and executive employees. In addition, Employee will be provided a contribution of
50% of the allowable IRS contribution, not to exceed Ten Thousand and

Noll 00ths Dollars ($10,000.00) per year in the City's 401A Deferred Compensation Program. In addition to all other leave time, Employee shall be allowed annually 40 paid administrative leave hours.

SECTION 9: RETIREMENT

Employee will be eligible for participation in the Nevada Public Employees Retirement System (PERS) as part of the Employee Benefit and Executive Compensation Plan. In addition to those benefits, the City agrees to purchase PERS service credit on Employee's behalf. Upon completion of each six months of service, employee's accrued sick leave balance that is in excess of 240 hours will be exchanged for additional PERS service credit purchased. The value of the sick leave hours will be based on their value as of the date of the PERS purchase agreement.

SECTION 10: DISABILITY, HEALTH AND LIFE INSURANCE

The City agrees to provide and maintain uninterrupted disability, health and life insurance as afforded to other executive and administrative employees of the City.

SECTION 11: DUES AND SUBSCRIPTIONS

The City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his participation in national, regional, state and local associations and organizations necessary and desirable for his professional participation, growth and advancement, and for the good of the City.

SECTION 12: PROFESSIONAL DEVELOPMENT AND OTHER RELATED EXPENSES

A. The City hereby agrees to budget and pay the travel and subsistence expenses of Employee for professional and official travel, meetings and occasions necessary for professional development of Employee, but not limited to the Annual Conference of the International City Management Association, the State League of Municipalities, the State Municipal Manager's Association and such other national, regional state, and local governmental groups and committees thereof which Employee serves as a member.

B. The City also agrees to budget and to pay for the travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for his professional development and for the good of the City. The City agrees to budget and pay for costs associated with providing an executive coach for the Employee during the original term of this contract. Such executive coaching plan shall be jointly developed by the City and the Employee.

C. Employer recognizes that certain expenses of a non-personal nature but job related nature are incurred by Employee and agrees to reimburse or to pay said general expenses. The Finance Director is authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

SECTION 13: CIVIC CLUB MEMBERSHIP

The City recognizes the desirability of representation in and before local civic and other organizations, and Employee is authorized to become a member of such civic clubs or organizations, for which the City shall pay all expenses. Employee shall report to the City on each membership that he has taken out at the City's expense.

SECTION 14: INDEMNIFICATION

The City shall defend, save harmless and indemnify Employee against any tort, professional liability claim or demand or other legal action, whether groundless or otherwise arising out of an alleged act or omission occurring in the performance of Employee's duties as the City Manager, or resulting from the judgment or discretion in connection with the performance of program duties or responsibilities unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer may not unreasonably refuse to provide independent legal representation at the Employer's expense and the Employer may not unreasonably withhold approval. Further, Employer agrees to pay all reasonable litigation expenses of employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor. Such expense payments shall continue beyond the Employee's service

to the Employer as long as litigation is pending. The City will compromise and settle any such claim or suit and pay the amount of any settlement or judgment rendered thereon as limited in this Section. The City shall not so defend, save harmless or indemnify Employee for any act arising outside the scope of his duties. The City will also provide for legal representation of Employee for any complaint filed before the Nevada State Ethics Commission for allegations related to conduct within the scope of employees authorizing or conduct consistent with advice received from the City Attorney.

SECTION 15: BONDING

The City shall bear the full cost of any fidelity or other bonds required of Employee under any law or ordinance.

SECTION 16: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

A. The Mayor and City Council, in consultation With the City Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with, or in conflict with, the provisions of this Agreement, the City charter or any other law.

B. All provisions of the City Charter and Las Vegas Municipal Code, and regulations and rules of the City relating to vacation and sick leave, retirement and pension system contributions, holidays and other fringe benefits and working conditions as they now exist or hereafter may be amended, also shall apply to Employee as they would to other employees of the City, in addition to said benefits including the executive compensation plan enumerated specifically for the benefit of Employee except as herein provided.

C. Employee will be entitled to carry over all benefits accrued as Deputy City Manager.

SECTION 17: NO REDUCTION OF BENEFITS

The City shall not, at any time during the term of this Agreement, reduce the salary compensation or other financial benefits of Employee, except to the degree of such a reduction across-the-board for all employees of the City.

SECTION 18: NOTICES

Notices pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid, addressed as follows.

The CITY:

The Mayor of the City of Las Vegas
495 S. Main Street, 7th Floor
Las Vegas, NV 89101

The EMPLOYEE:

Scott D. Adams
1853 Whispering Cir.
Henderson, NV 89012

Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice in the course of transmission in the United

States Postal Service.

SECTION 19: GENERAL PROVISIONS

A. Governing Law/Jurisdiction: The laws of the State of Nevada shall govern this Agreement and the jurisdiction for any and all litigation relevant to this Agreement shall be the County of Clark, State of Nevada.

B. Attorneys Fees and Costs: The prevailing party to any action in litigation relevant to the enforcement of the terms and conditions of this Agreement shall be entitled to its reasonable attorney's fees and costs associated with the same.

C. The text herein shall constitute the entire Agreement between the parties.

D. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

E. This Agreement shall become effective commencing July 7, 201917~~17~~.

F. If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this Agreement to be signed and executed in its behalf by its Mayor, and duly attested by its City Clerk and Employee has signed and executed this Agreement, both in duplicate, the day and year first above written.

CITY OF LAS VEGAS

BY:

_____
CAROLYN G. GOODMAN, Mayor, "CITY"

ATTEST:

_____
LUANN HOLMES, City Clerk

_____
SCOTT D. ADAMS, "Employee"

APPROVED AS TO FORM

_____
BRADFORD R. JERBIC, City Attorney. DATE: _____

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
53

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
ABEYANCE ITEM - Discussion for possible action regarding the approval of a Tavern License for a Change of Ownership FROM: HRE HOLDINGS, LLC TO: FAT TUESDAY-NEONOPOLIS, LLC dba FAT TUESDAY at 450 Fremont Street, Suite #101 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Tavern License for a Change of Ownership.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

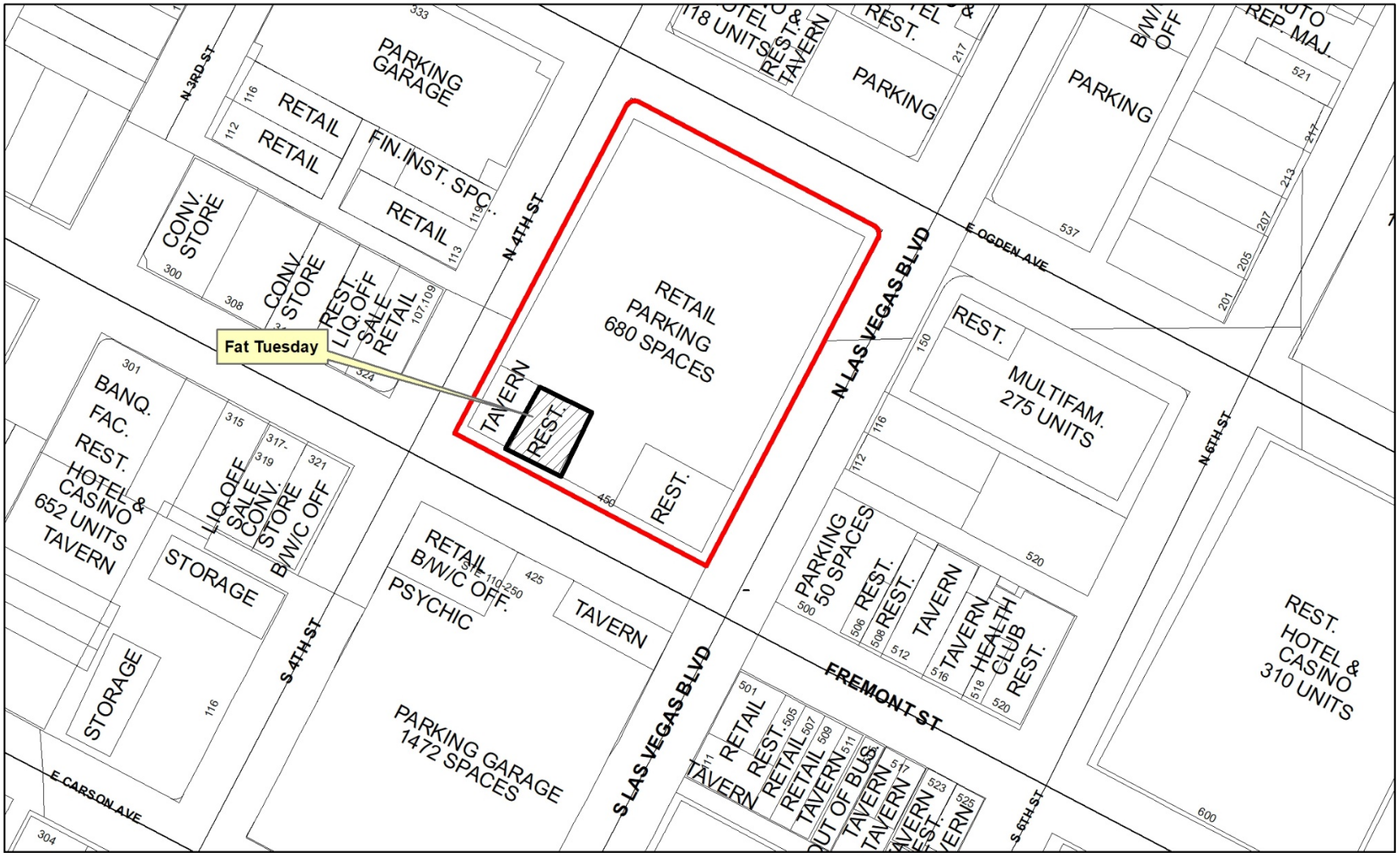
BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

AGENDA MEMO

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: ABEYANCE ITEM - Discussion for possible action regarding the approval of a Tavern License for a Change of Ownership FROM: HRE HOLDINGS, LLC TO: FAT TUESDAY-NEONOPOLIS, LLC dba FAT TUESDAY at 450 Fremont Street, Suite #101 - Ward 5 (Crear)

OWNERSHIP:

FAT TUESDAY-NEONOPOLIS, LLC
- Briggs of Neonopolis, Inc., Managing Member
  - David Briggs, Director
  - Briggs Investments, Inc., Shareholder
    - David A. Briggs, Jr., President, Shareholder
    - Travis L. Briggs, Shareholder
    - William T. Walker, Shareholder
    - Rhett B. Briggs, Shareholder
- EC NV Retail Holdings, LLC, Member
  - Michael Viellion, Managing Member
  - Barry Moore, Member



Fat Tuesday
450 Fremont Street, Suite #101
WARD 5

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, March 12, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
54

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Amanda Moss to the Building and Safety Enterprise Fund Advisory Committee

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Nevada Revised Statues (NRS) 354.59891 and Senate Bill No. 184 state that local governments that create an enterprise fund shall establish an advisory committee to review the operation of and make recommendations relating to the enterprise fund. The committee consists of five members to represent the residential construction industry, the commercial development industry, the construction industry, a public officer of the City who manages the fiscal affairs of the City, and a public officer of the Department of Building and Safety who oversees directly the operation of the enterprise fund. Appointments to the Committee shall be approved by the City Council. Terms are for two years, with no limit to the number of terms, and there is no City Residency requirement. Mr. Matthew Walker filled the seat designated for a representative of the construction industry and he has resigned. Unexpired terms must be filled and Ms. Moss is eligible, wishes to be appointed and has the recommendation of the Building and Safety Director.

RECOMMENDATION:
Options are: Appoint Ms. Moss or instruct staff to bring forward an item to a future Council meeting to consider other nominees.

BACKUP DOCUMENTATION:
Current Listing and Authority

BUILDING AND SAFETY ENTERPRISE FUND ADVISORY

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**VENETTA APPLEYARD** Public Officer who manages City Fiscal Affairs	4-2-2014 (Reapp. 5-4-16) (Reapp. 5-2-18)	4-2-2020
2.	**KEVIN McOSKER** Public Officer who oversees the operation of the Enterprise Fund	1-3-2018	1-3-2020
3.	**STEPHEN P. QUINN** Construction Industry	5-17-2006 (Reapp. 4-16-08) (Reapp. 5-5-10) (Reapp. 5-2-12) (Reapp. 5-21-14) (Reapp. 6-1-16) (Reapp 6-6-18)	5-17-2020
4.	**ROBERT W. POTTER** Commercial Development Industry	12-17-2008 (Reapp. 5-5-10) (Reapp. 5-2-12) (Reapp. 5-21-14) (Reapp. 6-1-16) (Reapp 6-6-18)	5-17-2020
5.	**VACANT**		

AUTHORITY: Nevada Revised Statutes (NRS) 354.59891, Senate Bill No. 184 and City of Las Vegas Resolution R-33-2006

TERM: 2 Years
No limit to number of terms
No City Residency Requirement

APPOINTED: 5 Members recommended by the City Manager and approved by the City Council. The five members shall represent the following categories:

- Residential Construction Industry
- Commercial Development Industry
- Construction Industry
- A Public Officer who manages fiscal affairs for the City of Las Vegas
- A Public Officer of the Department of Building and Safety for the City of Las Vegas who oversees directly the operation of the Enterprise Fund

MEETINGS: Must meet at least twice per fiscal year, and additionally at the call of the Chairman.

NOTES: Members may name alternates from their respective organizations.

PURPOSE: Review the operation of and make recommendations relating to the Enterprise Fund.

DEPT. SUPPORT: Kevin McOsker, Director, Building and Safety
Benita Crook, Administrative Secretary, Building and Safety

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
55

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Carlito Reyos to the Civil Service Board of Trustees

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Board of Civil Service Trustees is comprised of 5 members appointed by the City Council for a four-year term. Members of this board must be City residents and attendance is compensatory. Members are limited to two full terms and there is no requirement to fill an unexpired portion of a term. Mr. Brent Buffone resigned and his seat must be filled. Mr. Reyos is eligible and wishes to be appointed.

RECOMMENDATION:
Procedure for this board requires appointment by the City Council. The option is for any member of the City Council to recommend the appointment of Carlito Reyos or advise staff to agenda an item at a future meeting to consider another nominee.

BACKUP DOCUMENTATION:
Current Listing and Authority

3-16-2019 **Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.**

BOARD OF CIVIL SERVICE TRUSTEES

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**LOIS MACK**	1-8-2014 (Reapp 12-6-2017)	1-8-2021
2.	**GREG CLEMENS**	5-2-2018	5-2-2022
3.	**RODNEY JORDAN**	3-21-2012 (Reapp. 2-17-2016)	3-21-2020
4.	**RUMALDO CHAIDEZ**	4-5-2017	4-5-2021
5.	**VACANT**		

******

AUTHORITY: City Charter Article 10 - L.V.M.C. 3.04; Ordinance 3307 (Bill 87-41); Ordinance 3311(Bill87-48); Ordinance 3321 (Bill 87-57); Ordinance 5346 (Bill 2001-70), of 8-1-2001 indicating Financial Disclosures requirement

TERM: 4 year terms (do not have to fill unexpired terms).
Members are limited to two full terms. (Ord. 3321, 11-4-87)

APPOINTED: 5 members appointed by the City Council.

COMPENSATION: $50.00 for each meeting attended.

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT (Ord. 3527, LVMC 2.49).**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

PURPOSE: The Board of Civil Service Trustees administers the system of civil service

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
56

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointments of Councilmen Stavros Anthony and Cedric Crear to the Local Law Enforcement Advisory Committee

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Local Law Enforcement Advisory Committee was created for the purpose of reviewing Local Law Enforcement Block Grant applications and projects. The Committee's membership consists of one member from local law enforcement, the local prosecutor's office, the local court system, the local public school system, a local nonprofit community group active in crime prevention or drug use prevention or treatment, two members of the Clark County Board of Commissioners and through a requirement of an Interlocal Agreement between the City and Clark County in 2014, two members of the Las Vegas City Council. The Clark County Commission will have an item on their May 8, 2019 agenda for ratification of all members for the next grant review cycle.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
57

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2018-61 - ABEYANCE ITEM - For possible action - Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations. Sponsored by: Councilman Bob Coffin

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations. The bill includes items recommended by the sponsor and City staff. It also takes into account input from interested parties that was received during and after workshops that were held on the subject.

RECOMMENDATION:
ABEYANCE to 2/19/2019 Recommending Committee Meeting by the 1/14/2019 Recommending Committee; ABEYANCE to 3/4/2019 Recommending Committee Meeting by the 2/19/2019 Recommending Committee; Forward to the 3/20/2019 City Council Meeting with no recommendation pursuant to the 3/4/2019 Recommending Committee Meeting. Bill is eligible for adoption at the 3/20/2019 City Council Meeting. ABEYANCE to 4/17/2019 City Council Meeting by the March 20, 2019 City Council Meeting. ABEYANCE to 5/1/2019 City Council Meeting by the April 17, 2019 City Council Meeting.

First Reading – 12/05/2018 First Publication – 3/7/2019

BACKUP DOCUMENTATION:
1. Bill No. 2018-61
2. Backup Submitted from the January 14, 2019 Recommending Committee Meeting
3. Proposed First Amendment Submitted from the March 4, 2019 Recommending Committee Meeting
4. Proposed First Amendment Submitted after the March 4, 2019 Recommending Committee Meeting
5. Backup Submitted from the March 20, 2019 City Council Meeting
6. Proposed First Amendment Submitted after the March 20, 2019 City Council Meeting

BILL NO. 2018-61

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC TITLES 6 AND 19 TO ADOPT PROVISIONS ESTABLISHING A BUSINESS LICENSE CATEGORY AND LAND USE REGULATIONS FOR SOCIAL USE VENUES (MARIJUANA), TOGETHER WITH ACCOMPANYING REQUIREMENTS AND LIMITATIONS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations.

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

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 6.96, consisting of Sections 10 to 110, inclusive, reading as follows:

6.96.010: As used in this Chapter:

"Marijuana" has the meaning ascribed to it in NRS Chapter 453D.

"Marijuana paraphernalia" has the meaning ascribed to it in NRS 453D.030 and means any equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repacking, storing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

"Marijuana products" has the meaning ascribed to it in NRS 453D.030 and means products comprised of marijuana or concentrated marijuana and other ingredients that are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

"Social use venue" means a business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

"State regulating authority" means the Department of Taxation of the State of Nevada and/or any

other agency assigned to administer NRS 453D.

6.96.020: The City Council finds and declares that:

(A) It is an appropriate exercise of the licensing power to authorize the operation of social use venues subject to appropriate limitations and conditions.

(B) Nothing in this Chapter is intended to limit the application of State law and regulations governing marijuana products, drug paraphernalia, marijuana paraphernalia or substances that are classified or to be classified as controlled substances under State law and regulations, including without limitation NRS Chapters 453, 453A and 453D, and regulations adopted thereunder.

(C) Businesses subject to this Chapter are subject to compliance with State law and regulations in accordance with the terms thereof, notwithstanding any provisions of the Chapter that pertain specifically to and are an exercise of the City's licensing and regulatory powers and jurisdiction.

6.96.030: (A) No person shall engage in business as a social use venue within the City without first obtaining a social use venue business license pursuant to this Chapter. The license shall be a privileged license subject to the provisions of LVMC Chapter 6.06. In addition to any other condition that may be imposed upon a business license pursuant to Title 6, the City Council may issue a time-limited license or otherwise condition a license to a specified duration.

(B) Each licensee under this Chapter shall pay an annual license fee of five thousand dollars.

(C) A social use venue is authorized to sell, provide or distribute marijuana paraphernalia. Sales of such paraphernalia shall be subject to a general retail license, with license fees to be based on gross sales pursuant to LVMC 6.04.005.

(D) If the applicant for a social use venue license under this Chapter is someone other than the owner of the property on which the social use venue will be located, the applicant must provide, in connection with the license application, written confirmation by the property owner that the owner is fully aware of the property's intended use.

6.96.040: In addition to any other requirements for a license application that is subject to NRS Chapter

6.06, the applicant for a social use venue license under this Chapter must submit the following:

(A) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of an establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such establishment by federal authorities, may render the license subject to immediate suspension or revocation.

(B) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a license, including any claims and litigation arising from the establishment, operation, or ownership of the establishment, and that a bond to secure such obligation in an amount required pursuant to LVMC 6.95.090 will be provided prior to the issuance of any license.

(C) Provide an acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each principal must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive a license is at all times on the applicant; that the granting of a license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

6.96.050: Before the issuance of a license pursuant to this Chapter, the applicant must submit:

(A) For approval by the Department:

(1) A security plan designed to ensure compliance with this Chapter.

(2) A training plan by which employees and principals will receive and successfully complete training regarding the effects of marijuana use, overconsumption, safety standards, and sanitation standards, with such training to be provided by a properly licensed provider capable of certifying the successful completion of training. The curriculum must consist of not fewer than two hours of

instruction and include, without limitation, instruction on the following topics:

(a) The clinical effects of marijuana on the human body;

(b) Methods of identifying intoxicated persons;

(c) Relevant provisions of State laws and City ordinances concerning the selling and possession of marijuana;

(d) Proper sanitation with respect to the use of marijuana paraphernalia and the consumption of edibles, to the extent not regulated by Southern Nevada Health District;

(e) Methods of preventing and halting fights and other disturbances of the peace; and

(f) Methods of preventing the entry of minors into establishments.

(3) For social use venues that will allow smoking or vaping, or both, an air quality plan that provides for the operation of an air purification system that is adequate to remove from the ambient air any smoke or vapor that contains THC compounds so as to protect employees from the effects of secondhand smoke or vapors.

(B) For approval by the Department of Fire and Rescue, a fire safety plan designed to ensure the safety of employees, patrons and the public.

6.96.060: Each employee of a social use venue must first obtain and maintain a valid work card pursuant to LVMC Chapter 6.86.

6.96.070: It is unlawful for an employee or principal of a licensee to be intoxicated or under the influence of alcohol, marijuana or marijuana products while working on the premises during business hours.

6.96.080: During any time a social use venue business is in operation, whether or not another business is being operated in the same location, it is unlawful for the social use venue business to:

(A) Employ a person under the age of twenty-one years (or allow such an employee) to handle marijuana, marijuana products or marijuana paraphernalia.

(B) Allow any person under the age of twenty-one years inside the establishment.

(C) Sell, provide or distribute marijuana, marijuana products within or on the premises

of a social use venue.

(D) Allow the consumption of marijuana or marijuana products within the view of the general public from outside the establishment.

(E) Allow the smoking of marijuana within any outdoor area.

(F) Allow within the establishment the use of any paraphernalia or equipment that does not comply with the fire safety plan approved by the Department of Fire and Rescue.

(G) Allow the delivery to the establishment of marijuana or marijuana products except in accordance with applicable requirements of the State regulating authority.

(H) Provide or allow on the premises the sale or consumption of alcoholic beverages, except as permitted pursuant to LVMC 6.96.100.

(I) Store marijuana or marijuana products on the premises or allow such storage on the premises.

(J) Allow any room to be used for the consumption of marijuana or marijuana products that is not immediately accessible to law enforcement or any patron of the establishment.

6.96.090: Each social use venue shall:

(A) Comply with the odor control and disposal requirements that are set forth in LVMC 6.95.130 and 6.95.190, respectively, regarding other marijuana-related establishments.

(B) Comply, as applicable, with the requirements of the security plan, training plan, air quality plan and fire safety plan approved pursuant to LVMC 6.96.050.

(C) Be responsible for maintaining and conducting all activities upon, and providing security and security measures for, the premises in accordance with applicable statutes, regulations, ordinances, license conditions, and the approved security and fire safety plans.

(D) Not knowingly permit upon the premises any violation of applicable statutes, regulations, ordinances, license conditions, or the approved security and fire safety plans, or permit nuisances or other activities that endanger the health or safety of patrons, employees or the public.

(E) Ensure that at least one qualified person is on the premises at all times during the

hours of operation. For purposes of this subsection, "qualified person" means a principal or key employee who has been approved for suitability pursuant to LVMC 6.06.060.

6.96.100: A social use venue may be operated in the same location and in conjunction with the exercise of a beer and wine room license pursuant to LVMC 6.50.080, but only if the social use venue license specifically authorizes the licensee to sell or serve beer or wine at the same location and time. The issuance or approval of a social use venue license that authorizes the sale or service of beer or wine may be conditioned upon reasonable conditions designed to protect health, safety and welfare, including without limitation conditions that:

(A) Prohibit the sale or service of beverages with an alcohol content greater than eleven percent; and

(B) Prohibit the sale or service of alcoholic beverages other than those that are premixed and in their original container.

6.96.110: In addition to and independent of any other remedy available under this Title, the Director or Metro may suspend a license immediately for a period not to exceed ten days under any of the following circumstances:

(A) Alcoholic beverages have been sold or served or are found on the premises, except as permitted pursuant to LVMC 6.96.100.

(B) Employees of the establishment are found in possession of illegal substances.

(C) Employees of the establishment have consumed marijuana or marijuana products while working.

(D) Marijuana or marijuana products are being stored on the premises.

SECTION 2: Title 6, Chapter 86, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.050: Applicants for a work card for the following are subject to the provisions of Section 6.86.060:

(A) Employees of adult nightclub establishments licensed under Chapter 6.06B;

(B) Employees of erotic dance establishments licensed under Chapter 6.35; [and]

(C) Employees of medical marijuana establishments and marijuana establishments licensed under Chapter 6.95[.]; and

(D) Employees of social use venues licensed under Chapter 6.96.

SECTION 3: Title 6, Chapter 50, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.080: A beer and wine room alcoholic beverage license authorizes the sale of beer and wine only for consumption on the premises where the same are sold. Such a license may be issued in connection with a social use venue, but only as authorized by and in accordance with LVMC 6.96.090.

SECTION 4: 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 4 and 5 of this Ordinance. The amendments in those Sections are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 5: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by providing that the use "Social Use Venue" is permitted by means of special use permit in the C-1, C-2, C-M and M Zoning Districts. In order to reflect the amendment, the use "Social Use Venue" shall be added at the appropriate location and the letter "S" shall be inserted in the box that represents the intersection of the row for the use "Social Use Venue" and each of the columns for the C-1, C-2, C-M and M Zoning Districts.

SECTION 6: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate location, an entry for the use "Social Use Venue" to read as follows:

Social Use Venue

Description: A business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the use of marijuana within business establishments, the

City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a social use venue and certain other uses that should be protected from the impacts associated with a social use venue. Therefore, except as otherwise provided below, no social use venue may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;

b. Church/house of worship;

c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);

d. Community recreational facility (public); or

e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed social use venue which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed social use venue. The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a social use venue refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial

subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed social use venue will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed social use venue will be located;

C. All parking spaces required by this Section 19.12.070 for the marijuana consumption lounge use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

*5. Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

*6. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site, if operated in conjunction with other such use(s). If operated as the sole or principal use, one space for each 250 square feet of gross floor area.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010 and 19.12.070 are deemed to be subchapters rather than sections.

SECTION 8: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 5 and 6 of this Ordinance.

SECTION 9: 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 10: 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 11: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-20-18
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 _____, 2018, 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 _____, 2019, 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

October 11, 2018

Honorable Mayor Pro-Tem Lois Tarkanian
City of Las Vegas
495 South Main Street
Las Vegas, Nevada

Subject: Ordinance to Amend LVMC Titles 6 &19/Marijuana Social Use Venues

Dear Mayor Pro-Tem Tarkanian,

As the Sheriff of Clark County, it is my responsibility to constantly evaluate the potential impact to public safety caused by new businesses ventures in our community. Since Nevada voters approved recreational marijuana in 2016, the Las Vegas Metropolitan Police Department has worked hand in hand with the marijuana industry, local business licensing, and our elected to ensure the overall impact to public safety has been minimized.

Since 2016, I have also had many discussions regarding the lack of venues for tourists who visit our community to legally consume marijuana. This issue has resulted in confusion and visitors consuming in public in violation of the law.

While I am not opposed to the concept of a consumption lounge to provide a legal place for people to consume marijuana, I do have several major concerns with the proposed marijuana social venue ordinance. My primary concern is section 6.96.100, which would allow the consumption of marijuana in the same location as the consumption of certain alcoholic beverages. With an increase in impaired driving on our roadways, I believe that the combination of marijuana and alcohol use in a consumption lounge is a recipe for disaster that will increase the risks on our roadways. I am also concerned that the ordinance does not address how these establishments will prevent dangerous black market product from being consumed inside.

For these reasons, The Las Vegas Metropolitan Police Department opposes the ordinance as written and I would respectfully request that it be held until these important issues are addressed. Thank you for your consideration on this matter.

Respectfully,

Joseph Lombardo, Sheriff

Las Vegas Metropolitan Police Department

Submitted At Meeting
Date 1/14/19 Item 5

400 S. Martin L. King Blvd. • Las Vegas, Nevada 89106-4372 • (702) 795-3111
www.lvmpd.com • www.protectthecity.com

Submitted by Chuck Calloway

Request letter for Social Use Lounge Amendment

495 S. Main Street
City of Las Vegas, Nevada
January 14th, 2018

Dear City of Las Vegas Council Chambers;
Mayor Carolyn G. Goodman, Councilwoman Lois Tarkanian, Councilman Steven G. Seroka, Councilman Bob Coffin, Councilman Stavros S. Anthony, Councilman Cedric Crear, Councilwoman Michele Fiore

Below are the questions I have regarding Bill 2018-61:

1. The words "education" or "~~training~~" are not in this bill draft; is the responsibility of the business or work card issuer?
    a. According to NRS 453A.370 Item 7; Establish different categories of medical marijuana establishment agent registration cards, including, without limitation, **criteria for training and certification**, for each of the different types of medical marijuana establishments at which such an agent may be employed or volunteer or provide labor as a medical marijuana establishment agent.
    b. According to NAC R092-17A Item 78.3 (pg 49); An education plan which must include, without limitation, providing educational **materials to the staff** of the proposed marijuana establishment…
    c. According to NAC R092-17A Item 106.D (pg 86); Consumer education and support, including, without limitation….
    d. According to NAC R092-17A Item 145.2 (pg 140); Offer any appropriate consumer education or support materials….

2. Does the city have a minimum standard on education?
3. How much would this class of agent card be, and what requirements are attached to it?
4. What is the city's plan to show transparency regarding use of 2018 tax income on educating consumers and agents?
    a. According to NRS 453D.020.2; The People of the State of Nevada find and declare that the cultivation and sale of marijuana should be taken from the domain of criminals and be regulated under a controlled system, where businesses will be taxed and the **revenue will be dedicated to public education** and the enforcement of the regulations of this chapter.

Sincerely,
Madison Rodgers
madison@cannaguild.org
702-349-2975

Submitted At Meeting

Date 1/14/19 Item 5

Submitted by: Madison Rodgers

Request letter for Social Use Lounge Amendment

495 S. Main Street
City of Las Vegas, Nevada
January 14th, 2018

Dear City of Las Vegas Council Chambers;
Mayor Carolyn G. Goodman, Councilwoman Lois Tarkanian, Councilman Steven G. Seroka, Councilman Bob Coffin, Councilman Stavros S. Anthony, Councilman Cedric Crear, Councilwoman Michele Fiore

Below are the recommendations I have regarding Bill 2018-61:

6.96.030 B - $5,000 application fee is recommended to be too high; especially for non-profit/educational based events. A separate license fee of $2,000 should be considered for licensed nonprofits to directly model alcohol license PL231.

6.96.070 - "under the influence" should be removed, as the burden of regulating employees is the employers responsibility.

6.96.080 B - This 21+ age limit is presumably in response to the sale of alcohol at these events; understandable however is restricting valid Medical Marijuana card holders between 18-21 from entering events, especially if educational. Recommend a waiver for these patrons or a subsection clause that restricts the sale of alcohol to minors at such events? Having caretakers of elder patients be able to attend such educational events is highly recommended to maintain and enhance the care of those needing caretakers. Recommended to have waiver option for MMJ Patient Card holders 18-21 to sign.

6.96.080 C - doesn't provide a system or model for profitability of marijuana paraphernalia - recommend three tier system provided by Andrew Mieure of TopShelf Budtending.

6.96.080E - restricting usage to inside only is understandable; recommended is a waiver for outside use, signed by all affected parties within the area - not all events are within proximity of harm to others.

6.96.080 G - this restricts deliveries of cannabis to the social event, and requires patrons to bring their own supplies. Recommended to remove this from draft.

6.96.110 C - recommended removal of this line - this is the employers responsibility to monitor their staffs behavior and consumption.

6.96.110 D - negated if 6.96.080C is removed

6.86.060 D - Define what this card has standards of upholding.

Title 19, Chapter 12, Section 70 *1*- due to the imposed zoning restrictions, outdoor consumption should be considered as the population most likely affected by outdoor use would be outside the impact zone.

Title 19, Chapter 12, Section 70 *3* C - parking spaces shouldn't be restricted to the same parcel, as this limits the quantity of patrons, businesses should be responsible to maintain a parking log of sorts.

Sincerely,
Madison Rodgers, madison@cannaguild.org, 702-349-2975

Request letter for Social Use Lounge Amendment

495 S. Main Street
City of Las Vegas, Nevada
January 14th, 2018

Dear City of Las Vegas Council Chambers;
Mayor Carolyn G. Goodman, Councilwoman Lois Tarkanian, Councilman Steven G. Seroka, Councilman Bob Coffin, Councilman Stavros S. Anthony, Councilman Cedric Crear, Councilwoman Michele Fiore

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    b. According to NAC R092-17A Item 78.3 (pg 49); An education plan which must include, without limitation, providing educational **materials to the staff** of the proposed marijuana establishment…
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Sincerely,
Madison Rodgers
madison@cannaguild.org
702-349-2975

Request letter for Social Use Lounge Amendment

495 S. Main Street
City of Las Vegas, Nevada
January 14th, 2018

Dear City of Las Vegas Council Chambers;
Mayor Carolyn G. Goodman, Councilwoman Lois Tarkanian, Councilman Steven G. Seroka, Councilman Bob Coffin, Councilman Stavros S. Anthony, Councilman Cedric Crear, Councilwoman Michele Fiore

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PROPOSED FIRST AMENDMENT

BILL NO. 2018-61

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC TITLES 6 AND 19 TO ADOPT PROVISIONS ESTABLISHING A BUSINESS LICENSE CATEGORY AND LAND USE REGULATIONS FOR SOCIAL USE VENUES (MARIJUANA), TOGETHER WITH ACCOMPANYING REQUIREMENTS AND LIMITATIONS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations.

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

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 6.96, consisting of Sections 10 to 100, inclusive, reading as follows:

6.96.010: As used in this Chapter:

"Marijuana" has the meaning ascribed to it in NRS Chapter 453D.

"Marijuana paraphernalia" has the meaning ascribed to it in NRS 453D.030 and means any equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repacking, storing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

"Marijuana products" has the meaning ascribed to it in NRS 453D.030 and means products comprised of marijuana or concentrated marijuana and other ingredients that are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

"Social use venue" means a business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

Submitted after final agenda
Recommending Committee
Submitted At Meeting
Date 3/4/19 Item 3

"State regulating authority" means the Department of Taxation of the State of Nevada and/or any other agency assigned to administer NRS 453D.

6.96.020: The City Council finds and declares that:

(A) It is an appropriate exercise of the licensing power to authorize the operation of social use venues subject to appropriate limitations and conditions.

(B) Nothing in this Chapter is intended to limit the application of State law and regulations governing marijuana products, drug paraphernalia, marijuana paraphernalia or substances that are classified or to be classified as controlled substances under State law and regulations, including without limitation NRS Chapters 453, 453A and 453D, and regulations adopted thereunder.

(C) Businesses subject to this Chapter are subject to compliance with State law and regulations in accordance with the terms thereof, notwithstanding any provisions of the Chapter that pertain specifically to and are an exercise of the City's licensing and regulatory powers and jurisdiction.

6.96.030: (A) No person shall engage in business as a social use venue within the City without first obtaining a social use venue business license pursuant to this Chapter. The license shall be a privileged license subject to the provisions of LVMC Chapter 6.06. In addition to any other condition that may be imposed upon a business license pursuant to Title 6, the City Council may issue a time-limited license or otherwise condition a license to a specified duration.

(B) Each licensee under this Chapter shall pay an annual license fee of five thousand dollars.

(C) A social use venue is authorized to sell, provide or distribute marijuana paraphernalia. Sales of such paraphernalia shall be subject to a general retail license, with license fees to be based on gross sales pursuant to LVMC 6.04.005.

(D) If the applicant for a social use venue license under this Chapter is someone other than the owner of the property on which the social use venue will be located, the applicant must provide, in connection with the license application, written confirmation by the property owner that the owner is fully aware of the property's intended use.

6.96.040: In addition to any other requirements for a license application that is subject to LVMC Chapter 6.06, the applicant for a social use venue license under this Chapter must submit the following:

(A) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of an establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such establishment by federal authorities, may render the license subject to immediate suspension or revocation.

(B) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a license, including any claims and litigation arising from the establishment, operation, or ownership of the establishment, and that a bond to secure such obligation in an amount required pursuant to LVMC 6.95.090 will be provided prior to the issuance of any license.

(C) Provide an acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each principal must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive a license is at all times on the applicant; that the granting of a license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

6.96.050: Before the issuance of a license pursuant to this Chapter, the applicant must submit:

(A) For approval by the Department:

(1) A security plan designed to ensure compliance with this Chapter.

(2) A training plan by which employees and principals will receive and successfully complete training regarding the effects of marijuana use, overconsumption, safety standards, and sanitation standards, with such training to be provided by a properly licensed provider capable of

certifying the successful completion of training. The curriculum must consist of not fewer than two hours of instruction and include, without limitation, instruction on the following topics:

(a) The clinical effects of marijuana on the human body;

(b) Methods of identifying intoxicated persons;

(c) Relevant provisions of State laws and City ordinances concerning the selling and possession of marijuana;

(d) Proper sanitation with respect to the use of marijuana paraphernalia and the consumption of edibles, to the extent not regulated by Southern Nevada Health District;

(e) Methods of preventing and halting fights and other disturbances of the peace; and

(f) Methods of preventing the entry of minors into establishments.

(3) For social use venues that will allow smoking or vaping, or both, an air quality plan that provides for the operation of an air purification system that is adequate to remove from the ambient air any smoke or vapor that contains THC compounds so as to protect employees from the effects of secondhand smoke or vapors.

(B) For approval by the Department of Fire and Rescue, a fire safety plan designed to ensure the safety of employees, patrons and the public.

6.96.060: Each employee of a social use venue must first obtain and maintain a valid work card pursuant to LVMC Chapter 6.86.

6.96.070: It is unlawful for an employee or principal of a licensee to be intoxicated or under the influence of alcohol, marijuana or marijuana products while working on the premises during business hours.

6.96.080: During any time a social use venue business is in operation, whether or not another business is being operated in the same location, it is unlawful for the social use venue business to:

(A) Employ a person under the age of twenty-one years (or allow such an employee) to

handle marijuana, marijuana products or marijuana paraphernalia.

(B) Allow any person under the age of twenty-one years inside the establishment.

(C) Sell, provide or distribute marijuana, marijuana products within or on the premises of a social use venue.

(D) Allow the consumption of marijuana or marijuana products within the view of the general public from outside the establishment.

(E) Allow the smoking of marijuana within any outdoor area.

(F) Allow within the establishment the use of any paraphernalia or equipment that does not comply with the fire safety plan approved by the Department of Fire and Rescue.

(G) Allow the delivery to the establishment of marijuana or marijuana products except in accordance with applicable requirements of the State regulating authority.

(H) Provide or allow on the premises the sale or consumption of alcoholic beverages.

(I) Store marijuana or marijuana products on the premises or allow such storage on the premises.

(J) Allow any room to be used for the consumption of marijuana or marijuana products that is not immediately accessible to law enforcement or any patron of the establishment.

6.96.090: Each social use venue shall:

(A) Comply with the odor control and disposal requirements that are set forth in LVMC 6.95.130 and 6.95.190, respectively, regarding other marijuana-related establishments.

(B) Comply, as applicable, with the requirements of the security plan, training plan, air quality plan and fire safety plan approved pursuant to LVMC 6.96.050.

(C) Be responsible for maintaining and conducting all activities upon, and providing security and security measures for, the premises in accordance with applicable statutes, regulations, ordinances, license conditions, and the approved security and fire safety plans.

(D) Not knowingly permit upon the premises any violation of applicable statutes, regulations, ordinances, license conditions, or the approved security and fire safety plans, or permit

nuisances or other activities that endanger the health or safety of patrons, employees or the public.

(E) Ensure that at least one qualified person is on the premises at all times during the hours of operation. For purposes of this subsection, "qualified person" means a principal or key employee who has been approved for suitability pursuant to LVMC 6.06.060.

6.96.100: In addition to and independent of any other remedy available under this Title, the Director or Metro may suspend a license immediately for a period not to exceed ten days under any of the following circumstances:

(A) Alcoholic beverages have been sold or served or are found on the premises.

(B) Employees of the establishment are found in possession of illegal substances.

(C) Employees of the establishment have consumed marijuana or marijuana products while working.

(D) Marijuana or marijuana products are being stored on the premises.

SECTION 2: Title 6, Chapter 86, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.050: Applicants for a work card for the following are subject to the provisions of Section 6.86.060:

(A) Employees of adult nightclub establishments licensed under Chapter 6.06B;

(B) Employees of erotic dance establishments licensed under Chapter 6.35; [and]

(C) Employees of medical marijuana establishments and marijuana establishments licensed under Chapter 6.95[.]; and

(D) Employees of social use venues licensed under Chapter 6.96.

SECTION 3: 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 4 to 6, inclusive, of this Ordinance. The amendments in those Sections are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section

10, is hereby amended by providing that the use "Social Use Venue" is permitted by means of special use permit in the C-1, C-2, C-M and M Zoning Districts. In order to reflect the amendment, the use "Social Use Venue" shall be added at the appropriate location and the letter "S" shall be inserted in the box that represents the intersection of the row for the use "Social Use Venue" and each of the columns for the C-1, C-2, C-M and M Zoning Districts.

SECTION 5: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate location, an entry for the use "Social Use Venue" to read as follows:

Social Use Venue

Description: A business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the use of marijuana within business establishments, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a social use venue and certain other uses that should be protected from the impacts associated with a social use venue. Therefore, except as otherwise provided below, no social use venue may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;

b. Church/house of worship;

c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);

d. Community recreational facility (public); or

e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest

distance between two property lines, one being the property line of the proposed social use venue which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed social use venue. The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a social use venue refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed social use venue will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed social use venue will be located;

C. All parking spaces required by this Section 19.12.070 for the marijuana consumption lounge use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

*5. Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

*6. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site, if operated in conjunction with other such use(s). If operated as the sole or principal use, one space for each 250 square feet of gross floor area.

SECTION 6: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

Social Use Venue. A business which allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010, 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 8: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 4 to 6, inclusive, of this Ordinance.

SECTION 9: 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 10: 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 11: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____
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 _____, 2018, 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 _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

PROPOSED FIRST AMENDMENT VERSION 3-7

BILL NO. 2018-61

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC TITLES 6 AND 19 TO ADOPT PROVISIONS ESTABLISHING A BUSINESS LICENSE CATEGORY AND LAND USE REGULATIONS FOR SOCIAL USE VENUES (MARIJUANA), TOGETHER WITH ACCOMPANYING REQUIREMENTS AND LIMITATIONS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations.

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SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 6.96, consisting of Sections 10 to 100, inclusive, reading as follows:

6.96.010: As used in this Chapter:

"Marijuana" has the meaning ascribed to it in NRS Chapter 453D.

"Marijuana paraphernalia" has the meaning ascribed to it in NRS 453D.030 and means any equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repacking, storing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

"Marijuana products" has the meaning ascribed to it in NRS 453D.030 and means products comprised of marijuana or concentrated marijuana and other ingredients that are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

"Social use venue" means a business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

"State regulating authority" means the Department of Taxation of the State of Nevada and/or any other agency assigned to administer NRS 453D.

6.96.020: The City Council finds and declares that:

(A) It is an appropriate exercise of the licensing power to authorize the operation of social use venues subject to appropriate limitations and conditions.

(B) Nothing in this Chapter is intended to limit the application of State law and regulations governing marijuana products, drug paraphernalia, marijuana paraphernalia or substances that are classified or to be classified as controlled substances under State law and regulations, including without limitation NRS Chapters 453, 453A and 453D, and regulations adopted thereunder.

(C) Businesses subject to this Chapter are subject to compliance with State law and regulations in accordance with the terms thereof, notwithstanding any provisions of the Chapter that pertain specifically to and are an exercise of the City's licensing and regulatory powers and jurisdiction.

6.96.030: (A) No person shall engage in business as a social use venue within the City without first obtaining a social use venue business license pursuant to this Chapter. No such license is available to any person other than the holder of a license for a medical marijuana dispensary or a retail marijuana store. The license shall be a privileged license subject to the provisions of LVMC Chapter 6.06. In addition to any other condition that may be imposed upon a business license pursuant to Title 6, the City Council may issue a time-limited license or otherwise condition a license to a specified duration.

(B) Each licensee under this Chapter shall pay an annual license fee of five thousand dollars.

(C) A social use venue is authorized to sell, provide or distribute marijuana paraphernalia. Sales of such paraphernalia shall be subject to a general retail license, with license fees to be based on gross sales pursuant to LVMC 6.04.005.

(D) If the applicant for a social use venue license under this Chapter is someone other than the owner of the property on which the social use venue will be located, the applicant must provide, in connection with the license application, written confirmation by the property owner that the owner is fully

aware of the property's intended use.

6.96.040: In addition to any other requirements for a license application that is subject to LVMC Chapter 6.06, the applicant for a social use venue license under this Chapter must submit the following:

(A) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of an establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such establishment by federal authorities, may render the license subject to immediate suspension or revocation.

(B) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a license, including any claims and litigation arising from the establishment, operation, or ownership of the establishment, and that a bond to secure such obligation in an amount required pursuant to LVMC 6.95.090 will be provided prior to the issuance of any license.

(C) Provide an acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each principal must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive a license is at all times on the applicant; that the granting of a license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

6.96.050: Before the issuance of a license pursuant to this Chapter, the applicant must submit:

(A) For approval by the Department:

(1) A security plan designed to ensure compliance with this Chapter.

(2) A training plan by which employees and principals will receive and successfully complete training regarding the effects of marijuana use, overconsumption, safety standards,

and sanitation standards, with such training to be provided by a properly licensed provider capable of certifying the successful completion of training. The curriculum must consist of not fewer than two hours of instruction and include, without limitation, instruction on the following topics:

(a) The clinical effects of marijuana on the human body;

(b) Methods of identifying intoxicated persons;

(c) Relevant provisions of State laws and City ordinances concerning the selling and possession of marijuana;

(d) Proper sanitation with respect to the use of marijuana paraphernalia and the consumption of edibles, to the extent not regulated by Southern Nevada Health District;

(e) Methods of preventing and halting fights and other disturbances of the peace; and

(f) Methods of preventing the entry of minors into establishments.

(3) For social use venues that will allow smoking or vaping, or both, an air quality plan that provides for the operation of an air purification system that is adequate to remove from the ambient air any smoke or vapor that contains THC compounds so as to mitigate the impact of those compounds on employees of the establishment.

(B) For approval by the Department of Fire and Rescue, a fire safety plan designed to ensure the safety of employees, patrons and the public.

6.96.060: Each employee of a social use venue must first obtain and maintain a valid work card pursuant to LVMC Chapter 6.86.

6.96.070: It is unlawful for an employee or principal of a licensee to be intoxicated or under the influence of alcohol, marijuana or marijuana products while working on the premises during business hours.

6.96.080: During any time a social use venue business is in operation, whether or not another business is being operated in the same location, it is unlawful for the social use venue business to:

(A) Employ a person under the age of twenty-one years (or allow such an employee) to handle marijuana, marijuana products or marijuana paraphernalia.

(B) Allow any person under the age of twenty-one years inside the establishment.

(C) Sell, provide or distribute marijuana, marijuana products within or on the premises of a social use venue.

(D) Allow the consumption of marijuana or marijuana products within the view of the general public from outside the establishment.

(E) Allow the smoking of marijuana within any outdoor area.

(F) Allow within the establishment the use of any paraphernalia or equipment that does not comply with the fire safety plan approved by the Department of Fire and Rescue.

(G) Allow the delivery to the establishment of marijuana or marijuana products except in accordance with applicable requirements of the State regulating authority.

(H) Provide or allow on the premises the sale or consumption of alcoholic beverages.

(I) Store marijuana or marijuana products on the premises or allow such storage on the premises.

(J) Allow any room to be used for the consumption of marijuana or marijuana products that is not immediately accessible to law enforcement or any patron of the establishment.

6.96.090: Each social use venue shall:

(A) Comply with the odor control and disposal requirements that are set forth in LVMC 6.95.130 and 6.95.190, respectively, regarding other marijuana-related establishments.

(B) Comply, as applicable, with the requirements of the security plan, training plan, air quality plan and fire safety plan approved pursuant to LVMC 6.96.050.

(C) Be responsible for maintaining and conducting all activities upon, and providing security and security measures for, the premises in accordance with applicable statutes, regulations, ordinances, license conditions, and the approved security and fire safety plans.

(D) Not knowingly permit upon the premises any violation of applicable statutes,

regulations, ordinances, license conditions, or the approved security and fire safety plans, or permit nuisances or other activities that endanger the health or safety of patrons, employees or the public.

(E) Ensure that at least one qualified person is on the premises at all times during the hours of operation. For purposes of this subsection, "qualified person" means a principal or key employee who has been approved for suitability pursuant to LVMC 6.06.060.

6.96.100: In addition to and independent of any other remedy available under this Title, the Director or Metro may suspend a license immediately for a period not to exceed ten days under any of the following circumstances:

(A) Alcoholic beverages have been sold or served or are found on the premises.

(B) Employees of the establishment are found in possession of illegal substances.

(C) Employees of the establishment have consumed marijuana or marijuana products while working.

(D) Marijuana or marijuana products are being stored on the premises.

SECTION 2: Title 6, Chapter 86, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.050: Applicants for a work card for the following are subject to the provisions of Section 6.86.060:

(A) Employees of adult nightclub establishments licensed under Chapter 6.06B;

(B) Employees of erotic dance establishments licensed under Chapter 6.35; **[**and**]**

(C) Employees of medical marijuana establishments and marijuana establishments licensed under Chapter 6.95**[.]**; and

(D) Employees of social use venues licensed under Chapter 6.96.

SECTION 3: 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 4 to 6, inclusive, of this Ordinance. The amendments in those Sections are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by providing that the use "Social Use Venue" is permitted by means of special use permit in the C-1, C-2, C-M and M Zoning Districts. In order to reflect the amendment, the use "Social Use Venue" shall be added at the appropriate location and the letter "S" shall be inserted in the box that represents the intersection of the row for the use "Social Use Venue" and each of the columns for the C-1, C-2, C-M and M Zoning Districts.

SECTION 5: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate location, an entry for the use "Social Use Venue" to read as follows:

Social Use Venue

Description: A business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the use of marijuana within business establishments, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a social use venue and certain other uses that should be protected from the impacts associated with a social use venue. Therefore, except as otherwise provided below, no social use venue may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;

b. Church/house of worship;

c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);

d. Community recreational facility (public); or

e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed social use venue which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed social use venue. The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a social use venue refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed social use venue will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed social use venue will be located;

C. All parking spaces required by this Section 19.12.070 for the marijuana consumption lounge use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist

and may be hereafter amended.

*5. Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

*6. The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

*7. No Special Use Permit for this use is available for any parcel on which nonrestricted gaming is conducted, or any parcel that is within a gaming enterprise district referenced in LVMC 6.40.160 or the Gaming Enterprise Overlay District described in LVMC 19.10.130.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site, if operated in conjunction with other such use(s). If operated as the sole or principal use, one space for each 250 square feet of gross floor area.

SECTION 6: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

Social Use Venue. A business which allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010, 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 8: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 4 to 6, inclusive, of this Ordinance.

SECTION 9: 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 10: 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 11: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____
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 _____, 2018, 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 _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

#56 SUV ALK and THC

Below you will see a list toxicology results for 2018 fatal collisions. I've included only fatal collision events that indicated marijuana (18 events in total). Please note that there are toxicology reports still pending. The following data includes all results that we have as of today (02-27-19). I have provided the information for both the at fault, and the not at fault party (primary at fault being determined by the Detectives, assigning the primary causal factor).

At Fault Impairment	Alcohol or Type of Drug At Fault	Toxicology Results At Fault	Not At Fault Impairment	Alcohol or Type of Drug Not At Fault	Toxicology Results Not At Fault
Yes	Alcohol	.194 / .179	Yes	Hydrocodone-Free, Deta-9 THC	37 ng/mL, 1.1 ng/mL
Yes	Alcohol & Cannabis	0.22 bac 5.3 ng/mL	N/A	N/A	N/A
Yes	Alcohol & Cannabis	.228 BAC / 21 THC	No	N/A	N/A
Yes	Alcohol & Marijuana	.195 & .173, 11-Hydroxy-THC 3.5ng/ml, THC-Carboxylic Acid 41.9 ng/ml, Delta-9 Tetra 16.2 ng/mL	No		
Yes	Alcohol, Cocaine, Cannabis	Alcohol = .200; Cocaine = 25 ng/ml; Cannabis = 17 ng/ml	N/A	N/A	N/A
Yes	Amphetamine, Methamphetamine, Delta-9 Carboxy THC, Delta-9 THC	Codeine- Free 20 ng, Morphine-Free, 170 ng, Amphetamine 27 ng, Methamphetamine 59 ng, Delta-9 Carboxy THC 7.6, Delta-9 THC .5	N/A	N/A	N/A
Yes	Caffeine, Phenylpropanolamine, Amphetamine, Methamphetamine, Delta-9 Carboxy THC, Delta-9 THC	Positive, 7.0 ng/mL, 30 ng/mL, 110 ng/mL, 7.3 ng/mL, .97 ng/mL	Yes	No	N/A
Yes	Cannabis	13 ng/mL	No	N/A	N/A
Yes	Cannabis	Pending	No	N/A	N/A
Yes	Marijuana	Delta-9 THC 12 ng	No		
Yes	Marijuana	33 ng/mL	No	N/A	N/A
Yes	Marijuana	4.5 ng/mL	N/A	N/A	N/A
Yes	Marijuana / Meth	9.7 ng/mL (Marijuana) - 20 ng/mL (Meth)	No	N/A	N/A

Submitted at City Council
Date 3/20/19 Item 56
By: Councilman Coffin

Yes	Meth / Marijuana	TOX not done, hospital records showed positive.	No	N/A	N/A
No	N/A	N/A	Yes	Marijuana	2.9 ng/mL
No	n/a	N/A	Yes	CNS Depressant, Narcotic Analgesic, Cannabis	39 ng/mL of Alprazolam, 94 ng/mL of Dihydrocodeine / Hydrocodol, 690 ng/mL of Hydrocodone – Free, 3.6 ng/mL of Hydromorphone – Free, 610 ng/mL of Oxycodone – Free, 4.3ng/mL of Oxymorphone, 11 ng/mL of Delta-9 Carboxy Tetrahydrocannabinol (THC), and 10 ng/mL of Delta-9 Tetrahydrocannabinol (THC).
No			Yes	Alcohol and Marijuana within legal limits	BAC .036g/100ml, D9 Carboxy THC 5.3 ng/ml, D9 THC 1.9 ng/ml
No			Yes	Marijuana	8 ng/mL Delta-9 THC

Here are two sets of stats. The top one is for cases with a BAC below the per se limit, the bottom one is for cases with a BAC above the per se limit. This includes data for all of the agencies that we provide forensic analysis for (Henderson, Mesquite, Boulder City and North Las Vegas):

DUI cases with blood alcohol content (BAC) below 0.084% that had one or more drugs in the blood 84%

DUI cases with BAC below 0.084% with multiple drugs 61%

DUI drug cases below 0.084 with THC only 39%

Percentage of DUI cases with a BAC above 0.084% with drugs in their system: 62%

Here is a breakdown of those cases with a BAC above 0.084% with drugs in their system:

- % of cases with Marijuana and other drugs in their system and BAC above 0.084%: 16%
- % of cases with only marijuana in their system and BAC above 0.084%: 46%
- % of cases with any drug in their system that was not marijuana and BAC above 0.084%: 38%

Henderson Police Department Crime Lab
222 Lead Street
Henderson, NV 89015

PROPOSED FIRST AMENDMENT VERSION 4-8

BILL NO. 2018-61

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC TITLES 6 AND 19 TO ADOPT PROVISIONS ESTABLISHING A BUSINESS LICENSE CATEGORY AND LAND USE REGULATIONS FOR SOCIAL USE VENUES (MARIJUANA), TOGETHER WITH ACCOMPANYING REQUIREMENTS AND LIMITATIONS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Bob Coffin

Summary: Amends LVMC Titles 6 and 19 to adopt provisions establishing a business license category and land use regulations for social use venues (marijuana), together with accompanying requirements and limitations.

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

SECTION 1: Title 6 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new chapter, designated as Chapter 6.96, consisting of Sections 10 to 100, inclusive, reading as follows:

6.96.010: As used in this Chapter:

"Marijuana" has the meaning ascribed to it in NRS Chapter 453D.

"Marijuana paraphernalia" has the meaning ascribed to it in NRS 453D.030 and means any equipment, products, and materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, preparing, testing, analyzing, packaging, repacking, storing, or containing marijuana, or for ingesting, inhaling, or otherwise introducing marijuana into the human body.

"Marijuana products" has the meaning ascribed to it in NRS 453D.030 and means products comprised of marijuana or concentrated marijuana and other ingredients that are intended for use or consumption, such as, but not limited to, edible products, ointments, and tinctures.

"Social use venue" means a business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

"State regulating authority" means the Department of Taxation of the State of Nevada and/or any other agency assigned to administer NRS 453D.

6.96.020: The City Council finds and declares that:

(A) It is an appropriate exercise of the licensing power to authorize the operation of social use venues subject to appropriate limitations and conditions.

(B) Nothing in this Chapter is intended to limit the application of State law and regulations governing marijuana products, drug paraphernalia, marijuana paraphernalia or substances that are classified or to be classified as controlled substances under State law and regulations, including without limitation NRS Chapters 453, 453A and 453D, and regulations adopted thereunder.

(C) Businesses subject to this Chapter are subject to compliance with State law and regulations in accordance with the terms thereof, notwithstanding any provisions of the Chapter that pertain specifically to and are an exercise of the City's licensing and regulatory powers and jurisdiction.

6.96.030: (A) No person shall engage in business as a social use venue within the City without first obtaining a social use venue business license pursuant to this Chapter. The license shall be a privileged license subject to the provisions of LVMC Chapter 6.06. In addition to any other condition that may be imposed upon a business license pursuant to Title 6, the City Council may issue a time-limited license or otherwise condition a license to a specified duration.

(B) Each licensee under this Chapter shall pay an annual license fee of five thousand dollars.

(C) A social use venue is authorized to sell, provide or distribute marijuana paraphernalia. Sales of such paraphernalia shall be subject to a general retail license, with license fees to be based on gross sales pursuant to LVMC 6.04.005.

(D) If the applicant for a social use venue license under this Chapter is someone other than the owner of the property on which the social use venue will be located, the applicant must provide, in connection with the license application, written confirmation by the property owner that the owner is fully aware of the property's intended use.

6.96.035: No license under this Chapter is available to any person other than the holder of a license for a medical marijuana dispensary or a retail marijuana store that is located within the City.

6.96.040: In addition to any other requirements for a license application that is subject to LVMC Chapter 6.06, the applicant for a social use venue license under this Chapter must submit the following:

(A) A written statement acknowledging that the applicant understands applicable federal laws, any guidance or directives issued by the U.S. Department of Justice, the laws of the State of Nevada and the laws and regulations of the City applicable thereto concerning the operation of an establishment. The written statement shall also acknowledge that any violation of any laws or regulations of the State of Nevada or of the City, or any activity in violation of any guidance or directives issued by the U.S. Department of Justice, in such place of business, or in connection therewith, or the commencement of any legal proceeding relating to such establishment by federal authorities, may render the license subject to immediate suspension or revocation.

(B) A written statement to the Director that the applicant will hold harmless, indemnify, and defend the City against all claims and litigation arising from the issuance of a license, including any claims and litigation arising from the establishment, operation, or ownership of the establishment.

(C) Provide an acknowledgement that the applicant is seeking a privilege under LVMC Chapter 6.06 and understands that each principal must be found suitable to hold such license by the City Council prior to the issuance of any license; that the applicant understands and acknowledges that the burden of proving qualifications to receive a license is at all times on the applicant; that the granting of a license is at the discretion of the City Council; and that the applicant agrees to abide by the decision.

6.96.050: Before the issuance of a license pursuant to this Chapter, the applicant must submit:

(A) For approval by the Department:

(1) A security plan designed to ensure compliance with this Chapter.

(2) A training plan by which employees and principals will receive and successfully complete training regarding the effects of marijuana use, overconsumption, safety standards,

and sanitation standards, with such training to be provided by a properly licensed provider capable of certifying the successful completion of training. The curriculum must consist of not fewer than two hours of instruction and include, without limitation, instruction on the following topics:

(a) The clinical effects of marijuana on the human body;

(b) Methods of identifying intoxicated persons;

(c) Relevant provisions of State laws and City ordinances concerning the selling and possession of marijuana;

(d) Proper sanitation with respect to the use of marijuana paraphernalia and the consumption of edibles, to the extent not regulated by Southern Nevada Health District;

(e) Methods of preventing and halting fights and other disturbances of the peace; and

(f) Methods of preventing the entry of minors into establishments.

(3) For social use venues that will allow smoking or vaping, or both, an air quality plan that provides for the operation of an air purification system that is adequate to remove from the ambient air any smoke or vapor that contains THC compounds so as to mitigate the impact of those compounds on employees of the establishment.

(B) For approval by the Department of Fire and Rescue, a fire safety plan designed to ensure the safety of employees, patrons and the public.

6.96.060: Each employee of a social use venue must first obtain and maintain a valid work card pursuant to LVMC Chapter 6.86.

6.96.070: It is unlawful for an employee or principal of a licensee to be intoxicated or under the influence of alcohol, marijuana or marijuana products while working on the premises during business hours.

6.96.080: During any time a social use venue business is in operation, whether or not another business is being operated in the same location, it is unlawful for the social use venue business to:

(A) Employ a person under the age of twenty-one years (or allow such an employee) to handle marijuana, marijuana products or marijuana paraphernalia.

(B) Allow any person under the age of twenty-one years inside the establishment.

(C) Sell, provide or distribute marijuana, marijuana products within or on the premises of a social use venue.

(D) Allow the consumption of marijuana or marijuana products within the view of the general public from outside the establishment.

(E) Allow the smoking of marijuana within any outdoor area.

(F) Allow within the establishment the use of any paraphernalia or equipment that does not comply with the fire safety plan approved by the Department of Fire and Rescue.

(G) Allow the delivery to the establishment of marijuana or marijuana products except in accordance with applicable requirements of the State regulating authority.

(H) Provide or allow on the premises the sale or consumption of alcoholic beverages.

(I) Store marijuana or marijuana products on the premises or allow such storage on the premises.

(J) Allow any room to be used for the consumption of marijuana or marijuana products that is not immediately accessible to law enforcement or any patron of the establishment.

6.96.090: Each social use venue shall:

(A) Comply with the odor control and disposal requirements that are set forth in LVMC 6.95.130 and 6.95.190, respectively, regarding other marijuana-related establishments.

(B) Comply, as applicable, with the requirements of the security plan, training plan, air quality plan and fire safety plan approved pursuant to LVMC 6.96.050.

(C) Be responsible for maintaining and conducting all activities upon, and providing security and security measures for, the premises in accordance with applicable statutes, regulations, ordinances, license conditions, and the approved security and fire safety plans.

(D) Not knowingly permit upon the premises any violation of applicable statutes,

regulations, ordinances, license conditions, or the approved security and fire safety plans, or permit nuisances or other activities that endanger the health or safety of patrons, employees or the public.

(E) Ensure that at least one qualified person is on the premises at all times during the hours of operation. For purposes of this subsection, "qualified person" means a principal or key employee who has been approved for suitability pursuant to LVMC 6.06.060.

6.96.100: In addition to and independent of any other remedy available under this Title, the Director or Metro may suspend a license immediately for a period not to exceed ten days under any of the following circumstances:

(A) Alcoholic beverages have been sold or served or are found on the premises.

(B) Employees of the establishment are found in possession of illegal substances.

(C) Employees of the establishment have consumed marijuana or marijuana products while working.

(D) Marijuana or marijuana products are being stored on the premises.

SECTION 2: Title 6, Chapter 86, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.86.050: Applicants for a work card for the following are subject to the provisions of Section 6.86.060:

(A) Employees of adult nightclub establishments licensed under Chapter 6.06B;

(B) Employees of erotic dance establishments licensed under Chapter 6.35; **[**and**]**

(C) Employees of medical marijuana establishments and marijuana establishments licensed under Chapter 6.95**[.]**; and

(D) Employees of social use venues licensed under Chapter 6.96.

SECTION 3: 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 4 to 6, inclusive, of this Ordinance. The amendments in those Sections are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 4: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by providing that the use "Social Use Venue" is permitted by means of special use permit in the C-1, C-2, C-M and M Zoning Districts. In order to reflect the amendment, the use "Social Use Venue" shall be added at the appropriate location and the letter "S" shall be inserted in the box that represents the intersection of the row for the use "Social Use Venue" and each of the columns for the C-1, C-2, C-M and M Zoning Districts.

SECTION 5: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate location, an entry for the use "Social Use Venue" to read as follows:

Social Use Venue

Description: A business which offers or allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

Minimum Special Use Permit Requirements:

*1. Pursuant to its general authority to regulate the use of marijuana within business establishments, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a social use venue and certain other uses that should be protected from the impacts associated with a social use venue. Therefore, except as otherwise provided below, no social use venue may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;

b. Church/house of worship;

c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);

d. Community recreational facility (public); or

e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

*2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed social use venue which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed social use venue. The distance shall be measured in a straight line without regard to intervening obstacles.

*3. For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and

b. The "property line" of a social use venue refers to:

i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or

ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:

A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;

B. The proposed social use venue will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed social use venue will be located;

C. All parking spaces required by this Section 19.12.070 for the marijuana consumption lounge use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

*4. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist

and may be hereafter amended.

*5. The Special Use Permit shall be void without further action if the use ceases for a period exceeding 90 days.

*6. No Special Use Permit for this use is available for any parcel on which nonrestricted gaming is conducted, or any parcel that is within a gaming enterprise district referenced in LVMC 6.40.160 or the Gaming Enterprise Overlay District described in LVMC 19.10.130.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site, if operated in conjunction with other such use(s). If operated as the sole or principal use, one space for each 250 square feet of gross floor area.

SECTION 6: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

Social Use Venue. A business which allows, as part of its business activity, a location and equipment for the consumption of marijuana or marijuana products.

SECTION 7: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010, 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 8: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 4 to 6, inclusive, of this Ordinance.

SECTION 9: Unless extended by future ordinance, LVMC 6.96.035, as adopted by Section 1 of this Ordinance, shall expire by limitation one year following the effective date of this Ordinance.

SECTION 10: 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 11: 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 12: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____
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 _____, 2018, 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 _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
58

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-7 - ABEYANCE ITEM - For possible action - Amends LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet. Sponsored by: Councilwoman Michele Fiore

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet. The amendment will allow more flexibility in development while maintaining consistency with corresponding plans and documents that pertain to development within the R-E District.

RECOMMENDATION:
ADOPTION at the 4/3/2019 City Council Meeting pursuant to the 3/18/2019 Recommending Committee Meeting. Held in abeyance to the 5/1/2019 City Council Meeting from the 4/3/2019 City Council Meeting.

First Reading – 3/6/2019 First Publication – 3/21/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-7
2. Submitted after Final Agenda – Comments from NARA (Northwest Area Residents Association)

BILL NO. 2019-7

ORDINANCE NO. _____

AN ORDINANCE TO AMEND 19.06.060 TO REDUCE THE MINIMUM LOT SIZE FOR DEVELOPMENT WITHIN THE R-E ZONING DISTRICT FROM TWENTY THOUSAND SQUARE FEET TO EIGHTEEN THOUSAND SQUARE FEET, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore

Summary: Amends LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet.

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 Section 2 of this Ordinance. The amendments is deemed to be an amendment to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 6, Section 60, is hereby amended by amending language within Table 1 thereof to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet. In order to reflect the amendment, the above-referenced Table 1 is deleted and replaced by the Table 1 that is attached to and incorporated by this Ordinance.

SECTION 3: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Section 2 of this Ordinance.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase

thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 2-20-19
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 _____, 2019, 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 _____, 2019, 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

Table 1 - BUILDING PLACEMENT (see Figure 1)		
A.	Minimum Lot Size Minimum Lot Width	18,000 square feet 100 feet [1]
B.	Max. Lot Coverage Dwelling Units per Lot	NA 1
C.	Minimum Front Yard Setback	50 feet to public street [2] 30 feet to private street or access easement [3]
D.	Minimum Side Yard Setback	10 feet
E.	Minimum Corner Side Yard Setback	15 feet
F.	Minimum Rear Yard Setback	35 feet

Footnotes:

1. Notwithstanding the minimum lot width in this Table, lots located along the circular portion of a cul-de-sac or a knuckle portion of a street may be reduced to a minimum of 30 feet in width at the front property line, provided the average lot width meets the required lot width.
2. The minimum front setback for an attached, open porte cochere is 30 feet.
3. For lots located on a cul-de-sac or a street knuckle, the minimum front yard setback shall be 20 feet from the edge of the private street or access easement.

City of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Neighborhood Preservation Overlay District

Established March 30, 1994

To: Mayor Carolyn Goodman
Councilwoman Lois Tarkanian, Ward 1
Councilman Bob Coffin, Ward 3
Councilman Stravos Anthony, Ward 4
Councilman Cedric Crear Ward 5
Councilwoman Michelle Fiore Ward 6

April 29, 2019
(Monday)

From: Rick Berni/NARA President

Ref: Bill 2019-7 follow up for City Council May 1, 2019 - agenda # 58.

City Council Members,

Attached is a copy of the content submitted for your consideration on April 16. We believe that a Title #19 reinstatement of R-PD-3 and wording compatible with the Clark County RNP-II should meet the need for most agenda resolutions between the R-E (20,000 sq. ft.) and R-D (10,000 sq. ft.) land use 10,000 sq. ft. gap. This includes items that might otherwise warrant an Interlocal City/County Agreement. Please consider the content and questions below:

- Presently both the City of Las Vegas and Clark County define R-E zoned parcels with a minimum of 20,000 sq. ft. If the goal is a general City of Las Vegas and Clark County zoning compatibility, it would seem that if the Title #19 R-E 20,000 sq. ft. minimum standard criteria were reduced to 18,000 sq. ft., it would follow that Clark County would also be required to reduce their R-E to 18,000 sq. ft.

- In January of 2011 the City of Las Vegas removed R-PD-3 as a zoning category between R-E and R-D per developer request. With the County retaining RNP-II, this clearly put the City out of sync with Clark County

Submitted after final agenda
Date 4/29/19 Item 58

- zoning for functional buffering within the 10,000 sq. ft. gap. Reinstating R-PD-3 would send a message to constituents that this is a positive Title #19 land use effort towards more homogenous development.

- Residential zoning categories are more than "merely" square footage. R-D is half the size of R-E, and with it significant differences within the "7 Elements of Residential Zoning": (Identity, integrity, character, culture, lifestyle, safety concerns and property values). Filling the 10,000 sq. ft. gap with a functional infill R-PD-3 buffer similar to the Clark County RNP-II would offer a category for transitional accountability.

- With a City of Las Vegas Title #19 zoning category between R-E and R-D that is compatible with the Clark County RPN-II it would seem reasonable that this could resolve the need for many (if not most) future Interlocal Agreement issues, and the time and resources that go into these efforts.

- R-E 20,000 sq. ft. minimum is the City of Las Vegas and Clark County identify for half acre lots, with 21,400 sq ft the "legal" definition. Reducing the Title #19 R-E zoning category to 18,000 sq. ft., (with 14,520 sq. ft. the legal definition of 1/3 acre), this effectively eliminates any identity with the half acre category.

- With Clark County R-E remaining at 20,000 sq. ft., and the City of Las Vegas reducing R-E to 18,000 sq. ft. how would this be perceived by most Clark County "island" residents with the next effort for annexation? How would most county residents see this in light of possible future City of Las Vegas zoning change initiatives, including special improvement agenda items?

- The City of Las Vegas and Clark County both qualify R-E 20,000 sq. ft. as defining half acre lots, and the minimum standard for residential Rural Preservation units. How would a redefined R-E 18,000 sq. ft. minimum

be applied to the Rural Preservation Overlay District zoning ordinance (#19.10.180 & #19.10.010) for the half acre lot size criteria?

- There is the argument that these land use sq. ft. zoning numbers are the minimum, and that developers always have the choice to increase their agenda lot sizes all the way up to the maximum within the zoning category. From a real world perspective, developers consistently utilize the minimum criteria to maximize housing density and the gold standard for investment. A justification that R-PD-3 is not needed because developers can always go higher than 10,000 sq. ft. for R-D is not rational and should be "suspect".

- It is our understanding that the time and resources that go into the creation of Interlocal Agreements are meant to resolve a specific or unique condition or situation. Reducing the Title #19 R-E square footage by 2,000 sq. ft might resolve the need for an Interlocal Agreement in certain situations, but it would also impact R-E communities City wide. This would appear to be "overkill".

- From a pedestrian point of view, since this change would impact R-E neighborhoods city wide, including Rural Preservation Overlay Districts that are defined by ordinance, there is the question why this agenda item would not be better served as a Public Hearing item rather than a routine Consent/Recommending Board item.

- After Form Based Coding/Zoning is established in Fremont East, the third phase will be impacting the West Side, perhaps as early as next year. This includes considerable residential areas and the historic Bonanza Village RNP-O. FBC will eventually replace PD zoning standards and it has yet to address Rural Preservation within this new coding (zoning) system. Would it be premature to modify Title #19 R-E before RNP-O zoning has been qualified within FBC guidelines (standards)?

Please consider the content including the three "charts" for comparison in the attached April 16th package for evaluation of this proposal to reduce R-E minimal zoning sq. footage by 2,000 sq. ft.

From a resident point of view, reinstating R-PD-3 with wording compatible with Clark Counties RNP-II for filling in the 10,000 sq. ft gap between R-E 20,000 sq. ft and R-D 10,000 sq. ft. should create a useful tool and resource to accommodate many (if not most) City of Las Vegas and Clark County land use compatibility situations. It would also provide a vehicle for functional residential buffering between the two diverse R-E and R-D zoning categories, help satisfy Clark County island residents that the City of Las Vegas is making a positive effort to accommodate land use annexation, and that the City remains supportive of Rural Preservation as an Overlay District by ordinance and recognized as one of many diverse lifestyle choices within the City of Las Vegas jurisdiction.

Thank you,

Rick Berni/NARA President

Phone: (702) 338-4559
E-mail: rberni@cox.net

Lex Anderson/NARA Historian

Phone: (702) 645-7983
E-mail: lexmar3709@cox.net

Atch: Cover letter - April 16, 2019.
City Council Transcript - April 3 - Item #49 - Bill #2019-7.
Letter - April 2 - Councilwoman Fiore & Councilman Crear.
Recommending Committee Agenda - March 15, 2019.
Clark County & City of Las Vegas Interlocal Agreement.
Zoning charts - present/proposed/option.
Clark County 30.08 - RNP-II definition.

City of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Neighborhood Preservation Overlay District

Established March 30, 1994

To: Mayor Carolyn Goodman — April 16, 2019
Councilwoman Lois Tarkanian, Ward 1
Councilman Bob Coffin, Ward 3
Councilman Stravos Anthony, Ward 4
Councilman Cedric Crear Ward 5
Councilwoman Michelle Fiore Ward 6

From: Rick Berni/NARA President

Ref: Bill 2019-7 considerations

Councilwoman Fiore's suggestion to put Bill 2019-7 in abeyance for additional consideration is greatly appreciated. R-E 20,000 sq. ft. zoning is the corner-stone for Rural Preservation as an Overlay District by ordinance, and as a standard for rural/ suburban residential zoning, both within the City of Las Vegas and Clark County.

Having missed the March 18th Recommending Committee there is no longer any opportunity for "public testimony" with this matter. That being said, we would appreciate your thoughts and consideration of some questions and input that we have in regards to the reduction of Title #19 R-E from 20,000 sq. ft. to 18,000 sq. ft.

Attached is a transcript of the April 3rd Bill 2019-7 agenda item #49 for review, and three tables profiling the City of Las Vegas and Clark County (**1**) present R-E Title #19 status, (**2**) proposed change, and (**3**) an RNP-II / R-PD-3 zoning compatibility option for Bill 2019-7 consideration. Please help us understand with the following:

- It is our understanding that interlocal agreements are meant to solve a special zoning or other land use situation. In this case, it appears that

the interlocal agreement is being applied to justify a general city wide zoning change, rather than just a unique situation in a unique valley location. Is there a different procedure for making a general zoning category change than through an interlocal agreement issue?

- If the goal is a general City of Las Vegas & County zoning compatibility, it would seem that if the Title #19 R-E 20,000 sq. ft. standard criteria were reduced to 18,000 sq. ft. it would require the County to also reduce their R-E to 18,000 sq. ft.

- The City of Las Vegas eliminated their R-PD-3 in January 2011 per developer request. The result is a 10,000 sq. ft. gap with no zoning designation or opportunity for a functional buffer category between two generally very diverse life styles (The Seven Elements of Residential Zoning: Character, Culture, Identity, Integrity, Lifestyle, Property Values & Safety Concerns). If a City of Las Vegas zoning category similar to the County RNP-II were reinstated, could this go a long way for resolving City of Las Vegas/Clark County land use compatibility issues in the future, and possibly even eliminate the need for time consuming resources with the developing of some future interlocal agreements?

- Making a 2,000 sq ft reduction in the R-E 20,000 sq. ft. R-E zoning category to facilitate a land use need would likely create a "suspect perception" by residents that the City is taking a position of corporate over community interests. The implementation of a zoning category between R-E and R-D to meet this need, and leaving R-D at the City/County standard at 20,000 sq. ft. would likely make an impression that the City is taking a creative position to maintain R-E zoning and community integrity.

- A return to the City of Las Vegas annexation of County islands is certain to come up again in the near future. If The City of Las Vegas reduced its R-E from 20,000 sq. ft. to 18,000 sq. ft, what might the likely "knee jerk reaction" reaction/perception be from County island residents in regards to this change contributing towards to a willingness for accepting annexation?

From a resident point of view, reinstating R-PD-3, or some wording very close to what Clark County has, for filling the 10,000 sq. ft. gap between the R-E 20,000 sq, ft and R-D 10,000 sq. ft ., should create a useful tool and resource to accommodate many, if not most, City of Las Vegas and Clark County land use compatibility situations, and help satisfy Clark County island residents that the City of Las Vegas is making a positive effort to accommodate annexation.

Thank you,

Rick Berni/NARA President

Phone: (702) 338-4559
E-mail: rberni@cox.net

Lex Anderson/NARA Historian

Phone: (702) 645-7983
E-mail: lexmar3709@cox.net

NARA VERBATUM TRANSCRIPT

City Council - April 3, 2019

Bill #2019-7 - Item #49

#49 Bill No. 2019-7 - For possible action - Amends LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand (20,000) square feet to eighteen thousand (18,000) square feet. Sponsored by Councilwoman Michele Fiore.

Motion made by Councilwoman Michele Fiore to Hold in Abeyance to 5/1/2019.

Passed For: 5; Against: 0; Abstain: 0; Did not vote: 0; Excused: 1.
For - Cedric Crear, Michele Fiore, Bob Coffin, Lois Tarkanian, Stavros Anthony;
Excused - Carolyn Goodman.

TRANSCRIPT

Tarkanian: Councilman Anthony, would you like to have the bill read?

Anthony: Yes:

Attorney: #49 Bill No. 2019-7 - For possible action - Amends LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand (20,000) square feet to eighteen thousand (18,000) square feet. Sponsored by Councilwoman Michele Fiore.

Anthony: Move for approval.

Tarkanian: Please vote on the motion. And post.

Crear: **Hold on! Hold on!**

Tarkanian: You have a question?

Crear: I have a lot of questions, cause, I don't, I don't understand what this is, and what we're trying to accomplish here and why are we lowering the lot size for residential estates zoning. And how does this effect someone who lives in a Rural Neighborhood Preservation area? And that a lot of my constituents live in a Rural Preservation area and looking to maintain that.

Why would we go and lower the amount of square footage, lot size, down to this, instead of maintaining what it is? So that we can put more homes on a, you know, you can put two more homes on a subdivision, verses, is that the case?

Summerfield: Madam Mayor, pro tem. The councilwoman who's sponsoring the bill can of course respond. This doesn't necessarily change the density in the RNP. It does alter for an adjustment standard for a 20,000 sq. ft. lot to an 18,000 sq. ft. lot. But the density would still be restricted by the general plan description. So, in the case of the RNP, which I believe is at two lots per acre that still is the mandate. So, while someone could develop, technically, a smaller lot, it would still have to adhere to the density limitations that are established by the general plan. The 18,000 sq. ft. is consistent with how Clark County does theirs. R-E lots and is the minimal lot size that is allowed under the interlocal agreement that we have with Clark County particularly effecting the area in the Northwest where we've had some annexations. And we still have some owner initiated annexations to balance out the development between what happened in the County, and what happens in the City. And, of course, the sponsor can add to that.

Crear: I just don't think that (pause), it is increasing density because if you're taking 2,000 sq. ft off a lot size, then potentially, if you have 10 lots that's 20,000 sq. ft. That means you have another home or another area which would increase density. And, so I don't believe that we should be trying to increase it. I don't think we should be lowering the minimum lot size. I think 20,000 sq. ft. has been established for R-E. And I haven't had any justification of why we would change that. Does this bring back a different zoning level, from like an R-PD-3?

Summerfield: Madam Mayor/pro tem. So, councilman, to answer that question, no, it doesn't effect R-PD-3. It doesn't affect any other rezoning district. It **merely** adjusts the minimum lot size. And again, that's the thing to stress as well as the minimal lot size for a lot that may be developed under the R-E Residential Estates zoning standard. So, it doesn't impact the other developments. It doesn't impact **the standard for R-PD-3**, or anything like that.

Crear: Technically, it would increase density. Just my example, of if you had 10 houses and you could you really use 10,000 sq. ft lots then you could add another 20,000 sq. ft. lot if you had a ten lot development.

Summerfield: So, Councilman Crear, technically if the underlying General Plan did address for that additional lot to occur, then you, with this reduction, if you had a parcel big enough that you previously you only had 9 lots and now because of the extra 2,000 per lot, you're able to get to an additional 18,000 sq. ft lot, then, yes, that subdivision would technically have one more development lot. But, it still must secure to the underlying General Plan designation that sets the density limitation.

Crear: I just don't see any compelling reason why we should change this.

Fiore: Yeah. So, the reason why I've asked for this is because generally when we do have people that are working in that ward, and constantly comparing what the Counties do, with this change then our staff, it's our norm, it's the same as our interlocal and our county, so it's not constantly staff recommending denial when the county recommends approval so it's more of a uniform. It doesn't change how we do business, especially Ward 6, this is where this big area is. We don't do a lot of density in Ward 6. Our neighbors dictate that. So, if there was an issue the neighbors would, you know ... (unintelligible).

Tarkanian: Excuse me. I couldn't hear if you were finished. I'm sorry. Were you finished? I just wanted to say that I have , as Cedric has, older areas that (pause) they don't want to lower the amount that this bill would lower as far as this amount. And I know the County does it, but the county does a lot of things you don't wanna do.

Fiore: You know what? Why don't we, why don't we abbey this so that we can go through it a little bit more? Why don't we abbey it until May, May meeting, and then we can talk about it a little bit more.

Tarkanian: Okay. Could you make a motion?

Fiore: Yeah. Let's make a motion to abbey this 'til May so we can go through it a little bit longer.

Attorney: One second. Mayor pro tem, Councilwoman, when was this published?

Fiore: It was published on March 21st.

Attorney: Yeah. Okey. So we're good until May. Do you want to set the date as May 1? Is that what you want"?

Fiore: Un huh.

Attorney: The motion is to hold in abeyance until May 1st.

Tarkanian: That is the motion and please vote. And post. And...a...we see that unanimously that's approved. So now we move to item #51. 50?

See the City of Las Vegas & Clark County Zoning Chart Below

Present City of Las Vegas & Clark County

Residential Zoning Minimal Lot Size Comparisons

Category	Legal Size	City of Las Vegas	Clark County
1/2 Acre	21,800 sq. ft.	-	-
R-E Zone (residential)	-	20,000 sq. ft. (minimum) **Also the minimal lot size to QUALIFY for Rural Preservation zoning status: RNP - I (for Clark County).**	20,000 sq. ft. (minimum) **R-NP-O (CLV) &**
R-PD-3 Zone (residential)	-	**See note below**	**A Range**, identified as **RNP - II** zone category, between R-E 20,000 sq. ft. & R-D 10,000 sq. ft. with Board of County Commissioners Approval.
1/3 Acre	14,520 sq. ft.	-	-
1/4 Acre	10,900 sq. ft.	-	-
R-D Zone (residential)	-	10,000 sq. ft. (minimum)	10,000 sq. ft. (minimum)

NOTE: At present the City of Las Vegas does not have a UDC, Title #19, "R-PD-3" zoning category, (equivalent to the Clark County RNP - II). It was removed in January, 2011.

The Clark County "**RNP - III**", which consists of 10 or more developed residences within a single family residential district, with a minimal lot size of 7,000 sq. ft., and a density not to exceed 4 dwellings per acre should not be confused or compared with the historic City of Las Vegas **R-PD-3.**

City of Las Vegas & Clark County

Ward 6 PROPOSED

Residential Zoning Minimal Lot Size Comparisons

Category	Legal Size	City of Las Vegas	Clark County
1/2 Acre	21,800 sq. ft.	-	-
R-E Zone (residential)	-	**18,000** sq. ft. (minimum) **The minimal lot size to QUALIFY for Rural Preservation zoning status: R-NP-O (CLV) & RNP - I (for Clark County) is 20,000 sq. ft.**	20,000 sq. ft. (minimum)
R-PD-3 Zone (residential)	-	**See note below**	**A Range**, identified as **RNP-II** as a zone category between R-E 20,000 sq. ft. & R-D 10,000 sq. ft. with Board of County Commissioners Approval.
1/3 Acre	14,520 sq. ft.	-	-
1/4 Acre	10,900 sq. ft.	-	-
R-D Zone (residential)	-	10,000 sq. ft. (minimum)	10,000 sq. ft. (minimum)

NOTE: At present the City of Las Vegas does not have a UDC, Title #19, "R-PD-3" zoning category, (equivalent to the Clark County RNP - II). It was removed in January, 2011.

The Clark County "**RNP - III**", which consists of 10 or more developed residences within a single family residential district, with a minimal lot size of 7,000 sq. ft., and a density not to exceed 4 dwellings per acre should not be confused or compared with the historic City of Las Vegas **R-PD**

City of Las Vegas & Clark County

ALTERNATIVE OPTION PROPOSED

Residential Zoning Minimal Lot Size Comparisons

Category	Legal Size	City of Las Vegas	Clark County
1/2 Acre	21,800 sq. ft.	-	-
R-E Zone (residential)	-	20,000 sq. ft. (minimum) **The minimal lot size to QUALIFY for Rural Preservation zoning status: R-NP-O (CLV) & RNP - I (for Clark County) is 20,000 sq. ft.**	20,000 sq. ft. (minimum)
R-PD-3 Zone (residential)	-	**Reinstate the old R-PD-3** - with the same purpose and function as the County RNP - II.	**A Range**, identified as **RNP-II** as a zone category between R-E 20,000 sq. ft. & R-D 10,000 sq. ft. with Board of County Commissioners Approval.
1/3 Acre	14,520 sq. ft.	-	-
1/4 Acre	10,900 sq. ft.	-	-
R-D Zone (residential)	-	10,000 sq. ft. (minimum)	10,000 sq. ft. (minimum)

NOTE: At present the City of Las Vegas does not have a UDC, Title #19, "R-PD-3" zoning category, (equivalent to the Clark County RNP - II). It was removed in January, 2011.

The Clark County "**RNP - III**", which consists of 10 or more developed residences within a single family residential district, with a minimal lot size of 7,000 sq. ft., and a density not to exceed 4 dwellings per acre should not be confused or compared with the historic City of Las Vegas **R-PD-3.**

Clark County 30.08

Refuse "Refuse" means discarded or abandoned materials that have no useful physical, chemical, or biological properties after serving their original purpose and which cannot, therefore, be reused or recycled for the same or other purpose.

Refuse Transfer Station "Refuse Transfer Station" means a facility, generally located in an urban area, to which refuse is transported for temporary storage and compaction in preparation for shipment to a sanitary landfill. (Also see "Public Waste Storage Bin Facility") (Ord. 3970 § 1 (part), 8/2011; Ord 3106 § 1 (part), 8/2004)

Remuneration "Remuneration" means compensation, money, rent, or other bargained for consideration given in return for occupancy, possession or use of real property, personal property or services.

Rental Store "Rental Store" means a facility for the rental of general merchandise to the general public and not specifically listed as a different use elsewhere. Typical general merchandise includes clothing and other apparel, electronics, videos, gardening tools (excluding power tools and commercial vehicles - see "Equipment Rental" or "Equipment Rental - Construction/Heavy"), furniture and other household appliances, special occasion or seasonal items and similar consumer goods.

Residential Boarding Stable See "Horse Stables"

Residential Development See "Development"

Residential Neighborhood Preservation (RNP) "Residential Neighborhood Preservation (RNP)" means districts which are designated for special protection, with specialized designations as follows.

1. "RNP-I" means an area designated within any of the various adopted land use plans and guides as an area where low density residential, not to exceed 2 dwelling units per acre, is to be preserved along with the rural character of the area.

2. "RNP-II" means a developed area not within an RNP-I where a zone change to RNP-II has been approved by the Board of County Commissioners per Chapter 30.16.

3. "RNP-III" means a developed area which consists of 10 or more developed residences within a single family residential district where:

INTERLOCAL AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND COUNTY OF CLARK FOR ESTABLISHING A JOINT POSITION ON CORPORATE BOUNDARIES, PLANNING AND PUBLIC FACILITIES/SERVICE PROVISION

This Interlocal Agreement ("Agreement") is made and entered into this 21st of December, 2016, by and between the County of Clark and the City of Las Vegas.

2. **Joint Land Use Planning.** For the Joint Land Use Planning Area, the Parties agree as follows:

A. Planning Area A1 and A2. During the term of this Agreement, the areas identified as Planning Area A1 and A2 must remain residential and designated at a density of no greater than 2.0 Units per Gross Acre on the Parties' respective comprehensive plans. The Parties agree that they shall not accept any General Plan Amendments (GPA) nor amend their respective comprehensive plans, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 2.0 Units Per Gross Acre and each lot will maintain a minimum buildable net lot area of at least 18,000 square feet with a goal of at least 18,500 square feet.

B. Planning Area B. With respect to the areas designated as Planning Area B, there is a slight difference in the maximum residential density permitted on the Parties' respective comprehensive plans.

(1) Areas within County Boundaries. During the term of this Agreement, the areas identified as Planning Area B must remain residential and designated at a density of no greater than 3.50 Units per Gross Acre on the County's comprehensive plan, and the County must not accept any General Plan Amendments (GPA) nor amend its land use plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 3.50 Units per Gross Acre.

(2) Areas with City Boundaries. During the term of this agreement, the areas identified as Planning Area B must remain residential and maintain a minimum buildable lot size of 10,000 square feet and the City must not amend its land use plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential lots with a buildable area of less than 10,000 square feet within the areas identified as Planning Area B.

C. With agreement between the City, the County, and existing property owners, modifications to the Planning Areas may occur.

D. Upon completion of the western beltway, both parties acknowledge the boundaries of Areas A2 and B may change between Ann Road and Lone Mountain at the western beltway.

9. **Term of the Agreement.** The Term of this Agreement shall commence upon the Effective Date and shall expire on the tenth (10) anniversary of the Effective Date. This Agreement will automatically extend for additional five (5) year periods unless notified to the other agency at least 60 days prior to the termination, and acted upon prior to the expiration date through a properly noticed public hearing providing reasoning for the termination by the governing body of either Party. Extension shall not exceed a total of ten (10) additional years.

8. **Termination and Amendment.** This Agreement may be amended from time to time or cancelled only upon mutual written agreement of the Parties hereto.

9. **Effective Date.** The effective date of this Agreement shall be date on which the governing body of the last Party to approve this Agreement does approve this Agreement.

City of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Neighborhood Preservation Overlay District

Established March 30, 1994

To: Councilman Crear/Ward 5 April 2, 2019

From: Lex Anderson/NARA Historian

Ref: Bill No. 2019-7

Councilman Crear,

Recall when you attended our March 18th NARA meeting you were asked about Bill No. 2019-7, and that it was pending to be reviewed by some committee. We have a special land use interest in this bill within the context of Rural Preservation, as do you as a life time resident of Bonanza Village. At that time I expressed an interest for input at that committee meeting when it took place. You said that you, "heard something about it, and you would look into it".

Bill No. 2019-7 is on the City Council Agenda #49, April 3, 2019. We have had no input from your office. Basically what the bill is asking for is a reinstatement of the old 1/3 acre R-PD-3 as a zoning category, but at the expense of the existing R-E.

We are asking that as a Rural Preservation Overlay District ordinance advocate, that you please request Agenda #49, for Bill 2019-7, be tabled or put in abeyance, for the purpose of notifying Rural Preservation communities of this 20,000 sq. ft. land use change for R-E and RNP-O resident input. Please see the attached NARA content.

Thank you,

Lex Anderson

Hard Copy To Be Delivered

Lex Anderson/NARA Historian

E-mail: lexmar3709@cox.net

City of Las Vegas

NARA

NORTHWEST AREA RESIDENTS ASSOCIATION

A Rural Neighborhood Preservation Overlay District

Established March 30, 1994

To: Councilwoman Michelle Fiore/Ward 6
Councilman Cedric Crear/Ward 5

April 2, 2019

From: Rick Berni, President/NARA

Ref: Bill No. 2019-7

Councilwoman Fiore & Councilman Crear,

We were informed at the March 20, 2019 City Council meeting that Agenda Item #59 has a proposal with Bill No. 2019-7 to, "Amend LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from 20,000 square feet to 18,000 square feet". It is sponsored by Councilwoman Michele Fiore. The purpose/background of the bill is stated to, "allow more flexibility in development while maintaining consistency with corresponding plans and documents that pertain to development within the R-E District".

R-PD-3 & 2011

A similar reduction took place in January 2011. R-PD-3, which Title #19 qualified as the zoning identity for 1/3 acre lots, and the transition between R-E 20,000 sq. ft. lots and R-D 10,000 sq. ft. lots, was eliminated from the LVMC. The justification for this elimination was similar to Bill No. 2019-7, to allow more developer flexibility. Basically this allowed for developers to more easily qualify 1/4 acre developments without having to deal with the R-PD-3 zoning as an obstacle for project planning applications. We were told that developers justified this zoning code elimination because the market demand for R-PD-3 lot sizes was not there, and the classification for R-PD-3 was an impediment to realistic building.

The Recession Justification & Example

The developers were probably correct. This was during our national "10 year Great Recession". In fact, it was not just 1/3 acre lots, but at this time nothing was selling. Recall at the peak of the recession some homeowners couldn't sell their homes for even half of what they were worth prior to 2008.

WestCare, located at the periphery of NARA on Rancho Road and Duncan Avenue was a good example of this. After being denied by Planning and the City Council between 2004 - 2006 with multiple attempts to build a 45 unit high density housing "campus" on their east

5 acres as being out of zoning for a compatible transition between the established R-E Rural Preservation Overlay District community and C-2 commercial, WestCare applied to build a C-1 Commercial/Office development similar to the adjoining Rancho/Gowan Business Park. This was an ideal functional buffer, within zoning, easily endorsed by the community and passed by the City Council. It was never built, and it's two year application window expired in 2008, just as the recession began. A couple years later, WestCare put the 5 acre parcel up for sale for a reportedly $1.2 million dollars. This is a prime, quiet, low profile, 5 acre parcel, with the El Jen Convalescent Hospital/Nursing Home across the street to the north, the low profile Rancho Business Park to the south and the established NARA Rural Preservation Overlay District Community to the east. It did not sell. WestCare reduced the price to $.9 million dollars, (per sales agent) and it still did not sell.

As the saying goes, "you couldn't give it away", and this was happening everywhere in 2011 during the peak years of the recursion. When planning was approached to eliminate R-PD-3 because the market demand was not there for the zoning category, the fact is the market wasn't there for any zoning category, except for investors (usually out of state) with cash to buy for a future profit gain. Most long term Las Vegas residents remember this historic scenario well.

R-PD-3 & The 2019 Market

Bill No. 2019-7 is proposing to lower the R-E 20,000 sq. ft. lot size minimum down to 18,000 sq. ft. with the justification of allowing "more flexibility in development". In pedestrian terms, this means that developers are looking for a zoning category to fill the void that they removed in 2011, and build more homes on less land. With a 10.000 sq. ft. gap between R-E and R-D, a zoning infill makes sense. It would even appear that this proposal is being presented as a request to correct the error made in 2011. Bill No. 2019-7 is telling us that in fact developers have reason to believe there is a market for R-PD-3, that this is a viable zoning category, that it makes good business sense, and "if they build it, they will come". Certainly reinstating R-PD-3 would allow builders the stated "flexibility in development" being requested. The additional zoning category would make zoning applications an easy infill for the 10,000 sq. ft. gap.

R-E & The 2019 Market

If this "developer opinion" for decreasing R-E lots to 18,000 sq. ft. is based on a justification similar to the argument made in 2011, alleging that there really isn't a market for 20,000 sq. ft. R-E lots, you will get a different answer from real estate agents. Of the 439 1/2 acre (or larger) parcels within our NARA 732 home geographic 720 acre boundary, it is rare that you see a "For Sale" sign. When you do, it doesn't last long. When people buy into a 1/2 acre

parcel, (and especially in established RNP-O communities such as NARA, Bonanza Village, Rancho Circle, etc.) it is usually for a long time commitment. Half acre residences are not generally "transitional" homes. People move in "for the duration". There is a "tongue in cheek" euphemism in our community that if the word gets out that a house is going up for sale the next question is, "Who died?" Someone must have passed away. The saying has more truth than "euphemism". Buyers are usually from out of state, with a cash purchase to move into a quiet, established, low profile neighborhood, and for some space for an extra garage, horses or other animals, a pool, and a back yard for horses , or extended family activities. The market for R-E is fine.

The Question(s)

The question remains as to what is meant by the "purpose/background of the bill" is stated "while maintaining consistency with corresponding plans and documents that pertain to development within the R-E District"? What is the "R-E District?" Does it have "corresponding plans"? What are the "documents" that qualify as a foundation for R-E zoning.?

What is R-E? What is R-PD-3

As it turns out, the R-E zoning category qualifies as the Title #19 identity of 1/2 acre lots. Legally, a 1/2 acre is 21,800 sq. ft. The Title #19 20,000 sq. ft. definition of a 1/2 acre plot is already 1,800 sq. ft. short of the legal definition. Lowering it to 18,000 sq. ft., is 3,800 sq. ft. below the legal definition. The legal definition of 1/3 acre is 14,520 sq ft. This is half way between the legal 21,800 sq. ft 1/2 acre, and the legal 18,160 sq ft. 1/3 acre parcel. **What this is saying is that the developers are, in fact, asking for 1/3 acre lots, or only 160 sq. ft. below the legal definition of 18,160 sq. ft. They are in fact asking for a "legal version" of the original R-PD-3. That is what the numbers tell us.**

What are the "Corresponding Plans And Documents For R-E Zoning Districts, And How Is This Reduction " maintaining consistency with corresponding plans and documents"?

The singular, most commonly referred to application for R-E is its relationship to the Title #19.18.180 RNP-O definition for Rural Preservation, and the specific identity of its rural/ suburban plot sizes being 1/2 acre as defined by the ordinance. The "plans" for qualifying as a Rural Preservation community are specific with the requirement of no less than ten 1/2 acre adjoining lots together as an identifiable RNP community. The "plan" for this larger residential parcel is to accommodate a limited quality of a rural/farm like environment, and

to allow the keeping of large animals and poultry within specific ordinance standards. Other non urban complements include no sidewalks, no street lights, horse trails, and the use of septic tanks.

This ordinance defined lifestyle option, as one of the many diverse lifestyles within the City of Las Vegas, is further defined as an Overlay District (19.10.010) as adopted by the city in 2005 from the Nevada Revised Statue (NRS). It qualifies these collective R-E communities as "special", (three times within the ordinance!) and for these designated RNP-O neighborhoods, "to be used in areas of the City which have special characteristics and require special zoning regulations to establish and maintain the character of those areas".

Title #19 already defines R-E 1/2 acre parcels 1,800 sq. ft. below the legal definition of 21,800 sq ft. If "R-E" is going to continue to be the designation as the Rural Preservation standard to accommodate the rural/suburban lifestyle and identity that was meant to be with the original 2005 intent and purpose, a new ordinance amendment removing 2,000 sq. ft from this standard will also require a revision of ordinance criteria with a decrease in the minimal standard for the keeping of large animals and poultry. In effect, the downsizing of R-E zoning to 18,000 sq. ft. to accommodate developer interests would be an overt decision to basically nullify Rural Preservation as an ordinance from its original 2005 intent and purpose.

R-PD-3 As A Transitional Zone

10,000 sq. ft. is a lot of space. In itself it qualifies for 1/4 acre R-D zoning. A transitional zoning category replacing the old R-PD-3 is more than justified in its own right simply based on the size of space being considered. But it's more than just space. R-PD-3 also qualifies as a needed transitional zoning category when considering the Seven Elements of Residential Zoning; "Character, culture, integrity, identity, lifestyle, property values and safety concerns." There is a vast difference between R-E 1/2 acre neighborhoods, and R-D 1/4 acre neighborhoods. And this is especially significant with Title #19 R-E communities that qualify for Rural Preservation Overlay District status, compared to traditional urban R-D relatively high density housing developments.

In fact, with the exception of R-E qualifying for "large animal" keeping, in NARA our R-PD-3 HOA's qualify along with the R-E zoning as "Communities of Common Interest" with a common bond within the Seven Elements of Residential Zoning. After almost a quarter of a century of being partners in community values, promoting compatible community development, and standing together against corporate access and special interests, we have historical documentation that R-PD-3 is more than just a "land use" category. It is a win/win legitimate socio-economic transitional buffer between the larger 1/2 acre Rural Preserva-

tion neighbors with large animals, and the very suburban 1/4 acre Title #19 urban housing developments.

County & City of Las Vegas Zoning Compatibility

One last consideration must not be overlooked from the perspective of long range planning. The objective of Clark County "island" annexation into the City of Las Vegas will certainly be a reoccurring issue. Presently County R-E District 20,000 sq. ft. criteria is compatible with the City of Las Vegas R-E 20.000 sq. ft. standard. If Title #19 takes away 2,000 sq. ft. from the City of Las Vegas R-E zoning, what kind of a message will this be sending County R-E residents in the future, and especially those qualifying for Rural Preservation status, when annexation comes up again? What will this look like from their perspective in regards to community over corporate interests? How would this feed into their argument against annexation? Would septic tanks be next? Or an increased requirement for more urban criteria such as street lights, curbs and gutters and sidewalks as mandatory for amenity areas? Would this be sending up a red flag to further increase reluctance and resistance for annexation? It should be obvious that a reinstatement of R-PD-3, and keeping R--E the way it is, would go a long way as a win/win for community, corporate, city and county, and for future planning initiatives.

Conclusion

Assuming that the City of Las Vegas is continuing to value and support Rural Preservation as a Title #19 Overlay District ordinance, and as one of many diverse residential lifestyles offered in the valley, it would be counterintuitive to implement Bill No. 2019-7 as presently proposed. A "grandfather clause" basically defining R-E with two lot size versions would certainly be "suspect". That being said, this would be a missed opportunity not to reinstate a comparable R-PD-3 to fill the 10,000 sq, ft, gap between R-E 20,000 sq. ft. and R-D 10,000 sq. ft. It would largely dismiss any perception of the city being complicit with corporate access, and with corporate over community. And best of all it would be a clear "win/win" for both developers and for the historic institutional concept of Rural Preservation as an Overlay District by ordinance.

Rick Berni/NARA President

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E-mail: rberni@cox.net

Lex Anderson/NARA Historian

Phone: (702) 64507983
E-mail: lexmar3709@cox.net

currently allowed in C-M (Commercial/Industrial) and M (Industrial) districts. He clarified that this does not involve marijuana cultivation as it is a separate use and is not impacted by this proposed change.

This bill will be eligible for adoption at the April 3, 2019 City Council meeting.

COUNCILMAN ANTHONY declared the Public Hearing closed.

Motion made by MICHELE FIORE to Approve as Do Pass

Passed For: 3; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Stavros Anthony, Michele Fiore, Bob Coffin

4. Bill No. 2019-7 - For possible action - Amends LVMC 19.06.060 to reduce the minimum lot size for development within the R-E Zoning District from twenty thousand square feet to eighteen thousand square feet. Sponsored by: Councilwoman Michele Fiore

Minutes:
COUNCILMAN ANTHONY declared the Public Hearing open.

ROBERT SUMMERFIELD, Director of Planning, reported that this bill will modify R-E (Residential Estates) zoning districts to allow the lot size to be reduced to 18,000 square feet, which is similar to how Clark County treats R-E zoned property.

COUNCILMAN COFFIN asked if any of the Clark County island residents had an issue with this, and COUNCILWOMAN FIORE replied that there were no problems.

This bill will be eligible for adoption at the April 3, 2019 City Council meeting.

COUNCILMAN ANTHONY declared the Public Hearing closed.

Motion made by MICHELE FIORE to Approve as Do Pass

Passed For: 3; Against: 0; Abstain: 0; Did Not Vote: 0; Excused: 0

For-Stavros Anthony, Michele Fiore, Bob Coffin

5. Bill No. 2019-8 - For possible action - Amends the Interim Downtown Las Vegas Development Standards set forth in Appendix F of the Unified Development Code (Title 19) to adopt specific wall and fence standards for Area 2 of the Downtown Las Vegas Overlay District. Sponsored by: Councilman Bob Coffin (by request of staff)

Minutes:
COUNCILMAN ANTHONY declared the Public Hearing open.

ROBERT SUMMERFIELD, Director of Planning, reported that the amendment would update the interim Downtown Las Vegas Development Standards, also known as Appendix F, to address provisions regarding special fences and wall requirements in Area 2, which are areas of the Downtown Master Plan that were not previously covered by the Downtown Centennial Plan requirements. The maximum height of fences and walls between the front property line and the primary structure shall not exceed five feet. When making the changes, a loophole was created, and the maximum solid portion of a wall is the bottom two feet of the fence.

COUNCILMAN COFFIN expressed that he did not like that this loophole has allowed people to build high fences that are opaque or black metal and practically cover an entire block.

This bill will be eligible for adoption at the April 3, 2019 City Council meeting.

COUNCILMAN ANTHONY declared the Public Hearing closed.

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
59

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-12 - For possible action - Amends the Town Center Development Standards Manual to allow the use "Marijuana Dispensary" in specified land use districts by means of special use permit, and adopts clarifying language regarding the waivability of certain special use permit requirements. Sponsored by: Councilwoman Michele Fiore

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the Town Center Development Standards Manual to allow the use "Marijuana Dispensary" in specified land use districts by means of special use permit. The bill will also adopt clarifying language regarding the waivability of certain special use permit requirements within Town Center.

RECOMMENDATION:
ADOPTION at the 5/1/2019 City Council Meeting pursuant to the 4/15/2019 Recommending Committee Meeting.

First Reading – 4/3/2019 First Publication – 4/18/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-12

BILL NO. 2019-12

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE TOWN CENTER DEVELOPMENT STANDARDS MANUAL TO ALLOW THE USE "MARIJUANA DISPENSARY" IN SPECIFIED LAND USE DISTRICTS BY MEANS OF SPECIAL USE PERMIT; ADOPT CLARIFYING LANGUAGE REGARDING THE WAIVABILITY OF CERTAIN SPECIAL USE PERMIT REQUIREMENTS; AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Michele Fiore

Summary: Amends the Town Center Development Standards Manual to allow the use "Marijuana Dispensary" in specified land use districts by means of special use permit, and adopts clarifying language regarding the waivability of certain special use permit requirements.

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

SECTION 1: The Town Center Development Standards Manual, adopted under Section 19.10.060(B) of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, hereafter the "Manual," is hereby amended as set forth in Sections 2 to 6, inclusive, of this Ordinance. Deleted matter is shown by bracketing. New material added to existing language is shown by underlining, while entirely new provisions are so identified without particular markings.

SECTION 2: Section A.4.D of the Manual is amended to read as follows:

D. Waiver – Development Standards

The standards set forth in the Town Center Development Standards Manual are minimum requirements. Except as otherwise provided in Section B.4.A.4 with respect to Special Use Permit requirements, [A] a waiver of any of these standards may be approved upon the request of an applicant if the applicant can show through convincing and substantial evidence that the waiver will not be contrary to the overall purpose and intent of the standards or the Town Center Land Use Plan. An applicant may request a waiver by following the procedures outlined in LVMC 19.16.130.

SECTION 3: Section B.2.D of the Manual is amended to read as follows:

D. Special Use Permits (S)

Certain uses may be permitted in the designated Land Use district only after obtaining a Special Use Permit in accordance with LVMC 19.16.110 and compliance with specific conditions. These conditions are listed as "Minimum Requirements" following the Permitted Uses Matrix in Section B.4 of these standards, labeled "Special Use Permits". Notwithstanding the previous two sentences, uses within the Montecito District (with the exception of "Marijuana Dispensary) are exempt from the automatic application of the minimum requirements set forth in Section B.4.B. However, in connection with the consideration of a special use permit application for a particular use within that District, the approval of the special use permit may be conditioned on compliance with any of the listed minimum requirements, as well as compliance with any other conditions deemed appropriate to mitigate the impact of the use.

SECTION 4: Section B.2 of the Manual, in particular Table 1 at the end of that Section representing the matrix of permitted uses, is amended by adding thereto an entry for the use "Marijuana Dispensary" to indicate that the use is allowable by means of Special Use Permit in the GC-TC, SC-TC, UC-TC, SX-TC, MS-TC, EC-TC and MC-TC Land Use Districts. In order to reflect the amendment, the use "Marijuana Dispensary" shall be added at the appropriate location, and the letter "S" shall be entered in the boxes that represent the intersection of that use with the column for each of the following Land Use Districts: GC, SC, UC, SX, MS, EC and MC.

SECTION 5: Section B.4.A of the Manual is amended to read as follows:

A. GENERAL

Uses requiring a Special Use Permit are deemed as being potentially incompatible with the Town Center concept and those uses will therefore[,] be conditioned to ensure compatibility.

1) The uses in [this section] Section B.4.B require a Special Use Permit and have base requirements which [shall] must be met prior to approval of the Special Use Permit[.] , to the extent those requirements do not represent ongoing or post-approval requirements. In the Permitted Uses Table, these uses may be indicated by an "S."

2) [The following conditions are the minimum conditions for approval of a Special Use Permit for this use.] For each use listed in Section B.4.B, the conditions and requirements listed below the use are the

minimum conditions and requirements for the approval (and continued exercise) of a Special Use Permit for that use. Additional conditions may also be required during the public hearing process to ensure compatibility of that use in relation to surrounding uses and the pattern of development.

3) Special Use Permits [which] for uses that do not have minimum requirements listed in [the following section] Section B.4.B may have conditions placed on the proposed use during the public hearing process.

4) [The following requirements are minimum standards that must be satisfied.] Whenever the conditions and requirements for a particular use listed in Section B.4.B include a condition that the use shall comply with all minimum conditions, standards and requirements applicable to that use, as that use is permitted by means of a Special Use Permit under LVMC Chapter 19.12, that particular requirement by itself is not waivable under this Manual or pursuant to LVMC Title 19. However, individual and particular minimum special use permit requirements established under LVMC Chapter 19.12 may be waived if waivable under that Chapter.

5) The [following uses, with minimum Special Use Permit requirements, are listed below] uses that are permitted by means of Special Use Permit, together with their corresponding minimum conditions and requirements, are set forth in Section B.4.B alphabetically.

SECTION 6: Section B.4.B of the Manual is amended by adding thereto, at the appropriate location, a new Paragraph 32 to read as follows:

32) MARIJUANA DISPENSARY

a. The use shall comply with all minimum conditions, standards and requirements applicable to the use "Marijuana Dispensary," as that use is permitted by means of a Special Use Permit under LVMC Chapter 19.12.

SECTION 7: The Department of Planning is authorized and directed to incorporate into the Town Center Development Standards Manual the amendments set forth in Sections 2 to 6 inclusive, of this Ordinance, including, as deemed necessary or appropriate, the renumbering of paragraphs in Section B.4.B, any other required numbering or renumbering of provisions, parallel reference changes, and

corresponding changes to the table of contents.

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: 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 10: 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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 3-20-19
_____
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 _____, 2019, 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 _____, 2019, 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

AGENDA SUMMARY PAGE
City Council
Meeting of: May 1, 2019

Agenda Item No.:
60

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2019-13 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1485 - Alta Drive (Landscape Maintenance FY2020); providing for the payment of the costs and expenses of maintaining street beautification improvements; assessing the cost of maintenance against the assessable lots, tracts, and parcels of land benefited by said maintenance. Proposed by: Mike Janssen, Director of Public Works

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Levies the assessment for the annual maintenance costs of street beautification improvements along Alta Drive from Rancho Drive to approximately 275 feet west of Lacy Lane. The referenced assessments reflect the estimated maintenance costs from July 1, 2019 through June 30, 2020.

RECOMMENDATION:
ADOPTION at the 5/15/2019 City Council Meeting pursuant to the 4/29/2019 Recommending Committee Meeting.

First Reading – 4/17/2019 First Publication – 5/2/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-13

BILL NO. 2019-13

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2020); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance) (the "District"), to defray the annual maintenance costs of a street beautification project within the District (the "Maintenance Project") as defined in Chapter 271 of the Nevada Revised Statutes ("NRS"), and has provided that the entire cost and expense of the Maintenance Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

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

WHEREAS, in accordance with NRS 271.360 and NRS 271.378, the City Council has heretofore determined, and does hereby declare, that the net cost of the Maintenance Project for FY2020 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $75,800, of which, $ -0- is available from other sources and of which $75,800 is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Maintenance Project; and

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

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

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 3, 2019, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Maintenance Project in the District, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Maintenance Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 3, 2019, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll to be filed in the records of the office of the City Clerk on March 6, 2019; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 3, 2019, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

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

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1485 (FY2020) Assessment Protest Resolution; and

WHEREAS, by the District No. 1485 (FY2020) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

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

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

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

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

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1485 (FY2020) Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and the same hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1485 (FY2020) Assessment Protest Resolution.

Section 3. All actions, proceedings, matters and things heretofore taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the creation of the District, the amount of the maintenance contract, the levy of assessments for those purposes, the determination that the tracts in the District will receive

special benefits and market value increases, and the validation and confirmation of the final assessment roll and the assessments therein, be, and the same hereby is, ratified, approved and confirmed.

Section 4. For the purpose of paying the costs and expenses of the Maintenance Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Maintenance Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 6, 2019, and as modified and confirmed by the District No. 1485 (FY2020) Assessment Protest Resolution duly adopted by the City Council on April 17, 2019.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay in installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2019, October 1, 2019, January 1, 2020 and April 1, 2020. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or

payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

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

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 19, 2019) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, and collection costs and interest thereon).

Section 7. Should any lot, tract or parcel of land within the District be divided after the effective date of this Ordinance and before the collection of all the assessment installments, or if any property in the District makes a request to do so, the City Treasurer may apportion, combine or reapportion the uncollected amounts upon the several parts of land so divided or combined in accordance with the provisions of NRS 271.425. The report of such an apportionment, combination or reapportionment, when approved, shall be conclusive on all the parties, and all assessments thereafter made upon the tracts shall thereafter be according to the subdivision. The report, when approved, shall be recorded in the office of the County Recorder of Clark County, Nevada, together with a statement that

the current payment status of any of the assessments may be obtained from the City Treasurer. Neither the failure to record the report, nor any defect in the report as recorded, shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien.

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

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

Section 10. In accordance with NRS 271.405(7) the City Clerk shall give notice by publication in the Las Vegas Review-Journal, a newspaper of general circulation in the City, and such notice to be published at least once a week, for three consecutive publications, by three weekly insertions, the first such publication to be at least 15 days prior to the end of the 30-day period stating that said assessments have been levied and are due and payable and the last day for their payment. It shall not be necessary that the notice be published on the same day of the week, but not less than 14 days shall intervene between the first publication and the last publication. Service by publication shall be verified by the affidavit of the publisher or his designee and filed with the City Clerk. In accordance with NRS 271.390(2);

the City Clerk or Deputy City Clerk shall also give written notice of the levying of the assessments by mailing a copy of such notice, postage prepaid, at least 20 days prior to the end of said 30-day period, to the owner or owners of all property upon which the assessment was levied at his or her last known address or addresses. Proof of such mailing shall be made by the affidavit of the City Clerk or Deputy City Clerk and such proof shall be filed with the City Clerk. Failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the publication and proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments have been paid in full or until any claim is barred by an appropriate statute of limitations. The City Council hereby determines that the manner of giving notice herein provided by publication and by mail is reasonably calculated to inform the parties of the proceedings concerning the District and the levy of assessments which may directly and adversely affect their legally protected interests.

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

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR BOUNDARIES OF DISTRICT IN THE CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1485 – ALTA DRIVE (LANDSCAPE MAINTENANCE FY2020)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1485 (FY2020) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 15, 2019. The Levy Ordinance levied and assessed the cost and expense of Boundaries of District against the lots, tracts and parcels of land specially benefited by the maintenance in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1485 – Alta Drive (Landscape Maintenance FY2020)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the ordinance).

Assessments are due and payable at the office of the City Treasurer in Las Vegas, Nevada, on or before June 18, 2019, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2019, October 1, 2019, January 1, 2020, and April 1, 2020. Failure to pay any assessment installment when due shall cause the whole amount of the unpaid principal of such assessment to become due and payable immediately at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City, and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest, until the day of sale or until paid, but at any time prior to the date of the sale, the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property not in default as to any assessment installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the owner shall make payments of interest on the unpaid balance of previous and current assessments at the

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

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

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 19, 2019, (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 15, 2019.

_____

LUANN D. HOLMES, MMC
City Clerk

(End of Form of Notice)

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

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

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 15, 2019, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2020) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 17th day of April, 2019, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 15th day of May, 2019.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form)

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

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1485 - ALTA DRIVE (LANDSCAPE MAINTENANCE FY2020); PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF MAINTAINING STREET BEAUTIFICATION IMPROVEMENTS; ASSESSING THE COST OF MAINTENANCE AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID MAINTENANCE; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 17, 2019, and was passed at a regular meeting held on May 15, 2019, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Carolyn G. Goodman Lois Tarkanian Stavros S. Anthony Bob Coffin Michele Fiore Cedric Crear
Those Voting Nay:	_____
Those Absent:	_____

This Ordinance shall be in full force and effect from and after May 19, 2019, i.e., the day after its publication by title only.

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

This 15th day of May, 2019.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ LUANN D. HOLMES, MMC
City Clerk

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

INTRODUCED April 17, 2019, PASSED, ADOPTED AND APPROVED May 15, 2019.

CAROLYN G. GOODMAN
Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

4/1/19
Date Assistant City Attorney

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

I, LuAnn D. Holmes, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (the "City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 17, 2019, and finally adopted and approved on May 15, 2019.

2. The following members of the City Council were present at the April 17, 2019, Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Lois Tarkanian
	Stavros S. Anthony
	Bob Coffin
	Michele Fiore
	Cedric Crear

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 17, 2019, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 15, 2019, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 15, 2019, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Lois Tarkanian
	Stavros S. Anthony
	Bob Coffin
	Michele Fiore
	Cedric Crear
Those Voting Nay:	_____
Those Absent:	_____

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

5. All members of the City Council were given due and proper notice of the meetings held on April 17, 2019, and May 15, 2019. Pursuant to § 241.020, Nevada Revised Statutes, written notice of

the meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

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

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

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

6. A copy of such notice so given of the meeting of the City Council on April 17, 2019, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 15, 2019, is attached to this certificate as Exhibit B.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand on this May 15, 2019.

_____
LUANN D. HOLMES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 17, 2019 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 15, 2019 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
61

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2019-14 - Ordinance concerning the City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2020 (Las Vegas Boulevard to 8th Street); providing for the payment of the costs and expenses of a Neighborhood Improvement Project, assessing the cost of the project against the assessable lots, tracts, and parcels of land benefited by said improvements. Proposed by: Mike Janssen, Director of Public Works - Ward 3 (Coffin)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The District provides annual funding for the maintenance of the Fremont Street Neighborhood Improvement Project. Assessments for the maintenance district will be suspended from July 1, 2019 through June 30, 2020 due to a surplus of funds acquired through previous assessments. Although no assessments are being levied, NRS requires the maintenance district to be levied each year. The maintenance of the Neighborhood Improvement Project is funded 100% by the property owners through this SID.

RECOMMENDATION:
ADOPTION at the 5/15/2019 City Council Meeting pursuant to the 4/29/2019 Recommending Committee Meeting.

First Reading – 4/17/2019 First Publication – 5/2/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-14

BILL NO. 2019-14

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2020 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A NEIGHBORHOOD IMPROVEMENT PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

Summary: Levy Ordinance

WHEREAS, the City Council of the City of Las Vegas (the "City Council" and "City", respectively) in the County of Clark and State of Nevada, has heretofore, pursuant to the requisite preliminary proceedings, created Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District (Las Vegas Boulevard to 8th Street) (the "District"), for the purpose of acquiring, improving and maintaining a Neighborhood Improvement Project (the "Project"), as defined in Chapter 271 of the Nevada Revised Statutes ("NRS"), and has provided that the cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, the District has been properly created by an ordinance heretofore adopted under the provisions of NRS Chapter 271; and

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

WHEREAS, in accordance with NRS 271.360 and 271.377, the City Council has heretofore determined, and does hereby declare, that the net cost of the Project for FY2020 (including all necessary incidentals which either have been or will be incurred in connection with the District) is $7,500.00, of which $7,500.00 is available from other sources and $-0- is to be assessed upon the benefited lots, tracts and parcels of land in the District which the City Council has determined will receive special benefits (and corresponding market value increases) from the Project; and

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

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

WHEREAS, the Engineer has reported the final assessment roll to the City Council and has filed the final assessment roll with the City Clerk; and

WHEREAS, the City Council thereupon fixed a time and place, to wit: Wednesday, April 3, 2019, at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada, when all complaints, protests and objections to the final assessment roll, to the amount of the assessments, and to the regularity of the proceedings in making such assessments, by the owners of the property specially benefited by, and proposed to be assessed for, the Project, by any person interested, and by any parties aggrieved by such assessments, would be heard and considered by the City Council; and

WHEREAS, the Engineer has, in accordance with the provisions of law relating thereto, given the requisite legal notice by both mail and publication that complaints, protests and objections to assessments for the Project should be filed with the City Clerk, and that the City Council would hear and consider any and all complaints, protests or objections on Wednesday, April 3, 2019 at 9:00 a.m., at the Las Vegas City Council Chambers, 495 South Main Street, in Las Vegas, Nevada; and

WHEREAS, the City Council caused the final assessment roll for the District to be filed in the records of the office of the City Clerk on March 6, 2019; and

WHEREAS, the City Clerk, by publication and by mail, gave the requisite notice of the time and place of such hearing on April 3, 2019, of the filing of the final assessment roll in her office, of the date of filing the same, and of the right of any such person to object specifically in writing and of the waiver of any objection in the absence of such objection; and

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

WHEREAS, all complaints, protests and objections, both written and oral, were found to be without sufficient merit and overruled, except as provided in the District No. 1516 (FY2020) Assessment Protest Resolution; and

WHEREAS, by the District No. 1516 (FY2020) Assessment Protest Resolution, the City Council modified, corrected and revised the final assessment roll and modified, corrected, revised and confirmed the final assessment roll to be in final form; and

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

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

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

Section 1. This Ordinance shall be known as, and may be cited by, the short title "District No. 1516 (FY2020) Levy Ordinance" (the "Ordinance").

Section 2. The City Council has heretofore determined, and does hereby declare, that each and every complaint, protest and objection made in connection with the District is without sufficient merit and the same be, and hereby is, overruled, and finally passed on by the City Council, except as provided in the District No. 1516 (FY2020) Assessment Protest Resolution.

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

Section 4. For the purpose of paying the costs and expenses of the Project, the amounts and assessments shown in the final assessment roll (as so filed, modified and confirmed) are hereby

levied and assessed against the lots, tracts and parcels of land in the District (being all those specially benefited by the Project) and described in the final assessment roll for the District, as filed in the office of the City Clerk on March 6, 2019, and as modified and confirmed by the District No. 1516 (FY2020) Assessment Protest Resolution duly adopted by the City Council on April 17, 2019.

Section 5. The assessments shall be due and payable at the office of the City Treasurer within 30 days after this Ordinance becomes effective, without interest and without demand; provided that all or any part of such assessments may, at the election of the owner, be paid in installments, as hereinafter provided. Failure to pay the whole assessment within said period of 30 days shall be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay in installments the amount of the assessment then unpaid. In case of such election to pay installments, the unpaid assessments shall be payable in four (4) substantially equal quarterly installments of principal until paid in full, without interest, payable at the office of the City Treasurer on July 1, 2019, October 1, 2019, January 1, 2020 and April 1, 2020. Failure to pay any installment when due shall cause the whole amount of the unpaid principal to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any installment of the unpaid principal.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the

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

Section 6. The amounts assessed shall be a lien upon the owner's lots, tracts and parcels of land from the effective date of this Ordinance (i.e. May 19, 2019) until paid. The lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal, penalties, collection costs and the interest thereon).

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

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

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

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

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

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

(Form of Notice)

NOTICE TO PROPERTY OWNERS OF THE LEVY OF ASSESSMENTS FOR IMPROVEMENTS IN CITY OF LAS VEGAS, NEVADA SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2020 (LAS VEGAS BOULEVARD TO 8TH STREET).

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied, and other interested persons, that District No. 1516 (FY2020) Levy Ordinance (the "Levy Ordinance") was duly passed, adopted, signed and approved by the City Council of the City of Las Vegas on May 15, 2019. The Levy Ordinance levied and assessed a portion of the cost and expense of certain local improvements against the lots, tracts and parcels of land specially benefited by the local improvements in what is commonly designated as "City of Las Vegas, Nevada, Special Improvement District No. 1516 - Fremont Street Maintenance District FY2020 (Las Vegas Boulevard to 8th Street)," (said lots, tracts and parcels of land being more specifically described in the final assessment roll designated in the Levy Ordinance).

Assessments are due and payable at the office of the City Treasurer, in Las Vegas, Nevada, on or before June 18, 2019, being 30 days after the effective date of the Levy Ordinance, without interest and without demand, provided that all, or any part of such assessments may, at the election of the owner, be paid in installments, without interest as hereinafter provided. Failure to pay the whole assessment within the 30-day period will be conclusively considered and held an election on the part of all persons interested, whether under disability or otherwise, to pay the unpaid assessment in installments. In case of such election to pay in installments, the unpaid assessments will be payable in four (4) substantially equal quarterly installments of principal until paid in full, being payable at the office of the City Treasurer in Las Vegas, Nevada, on July 1, 2019, October 1, 2019, January 1, 2020, and April 1, 2020. Failure to pay any assessment installment when due shall cause the whole amount of the unpaid principal of such assessment to become due and payable immediately, at the option of the City, the exercise of said option to be indicated by the commencement of foreclosure proceedings by the City; and the whole amount of the unpaid principal shall, after such delinquency, whether said option is or is not exercised, bear penalty interest at the rate of two percent (2%) (or at any higher rate authorized by statute, or any lower rate, which may be zero percent, for such period as determined by the City Treasurer) per month (not prorated for any portion of the month) on the unpaid balance of the assessment and accrued interest until the day of sale or until paid, but at any time prior to the date of the sale the owner may pay the amount of all delinquent installments originally becoming due on or before the date of said payment, and all penalty interest accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if default had not been suffered. The owner of any property assessed and not in default as to any installment or payment may, at any time (at the option of such owner), pay the whole or any quarterly installment of the unpaid principal of such owner's assessment.

Pursuant to NRS 271.357 and NRS 271.360, any assessment against property for which an application for Hardship Determination has been approved by the City Council shall be postponed, but the

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

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

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from May 19, 2019 (i.e., the effective date of the Levy Ordinance), which lien shall be co-equal with the latest lien thereon to secure the payment of general taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general taxes). The sale of any such lot, tract or parcel of land for general taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

Dated this May 15, 2019.

LuAnn D. Holmes, MMC
City Clerk

(End of Form of Notice)

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

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

Section 14. In accordance with Section 2.110 of the City Charter, this Ordinance when first proposed is to be read by title to the City Council, immediately after which an adequate number of copies of the proposed Ordinance are to be deposited with the office of the City Clerk for public examination and distribution upon request; thereafter, the City Clerk is authorized and directed to give notice of the deposit together with the title of the Ordinance by publication at least once in the Las Vegas Review-Journal, i.e., a newspaper published and having general circulation in the City, at least ten (10) days before the adoption of the Ordinance, i.e., at least ten (10) days before May 15, 2019, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2020 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A NEIGHBORHOOD IMPROVEMENT PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-entitled proposed Ordinance were filed with and are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, 495 South Main Street, Las Vegas, Nevada, and that such ordinance was proposed on the 17th day of April, 2019, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas on the 15th day of May, 2019.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form)

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

(Form for Publication After Final Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 1516 – FREMONT STREET MAINTENANCE DISTRICT FY2020 (LAS VEGAS BOULEVARD TO 8TH STREET) PROVIDING FOR THE PAYMENT OF THE COSTS AND EXPENSES OF A NEIGHBORHOOD IMPROVEMENT PROJECT; ASSESSING THE COST OF THE PROJECT AGAINST THE ASSESSABLE LOTS, TRACTS, AND PARCELS OF LAND BENEFITED BY SAID IMPROVEMENTS; RATIFYING, APPROVING AND CONFIRMING ALL ACTION PREVIOUSLY TAKEN; PRESCRIBING DETAILS IN CONNECTION THEREWITH.

PUBLIC NOTICE IS HEREBY GIVEN that the above Ordinance was proposed on April 17, 2019, and was passed at a regular meeting held on May 15, 2019, by the following vote of the City Council of the City of Las Vegas, Nevada:

Those Voting Aye:	Carolyn G. Goodman Lois Tarkanian Stavros S. Anthony Bob Coffin Michele Fiore Cedric Crear
Those Voting Nay:	_____
Those Absent:	_____

This Ordinance shall be in full force and effect from and after May 19, 2019, i.e., the day after its publication by title only.

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

This 15th day of May, 2019.

/s/ CAROLYN G. GOODMAN
Mayor
City of Las Vegas, Nevada

(SEAL)

Attest:
/s/ LUANN D. HOLMES, MMC
City Clerk

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

INTRODUCED April 17, 2019, PASSED, ADOPTED AND APPROVED May 15, 2019.

CAROLYN G. GOODMAN
Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:
4/1/19
Date Assistant City Attorney

STATE OF NEVADA	)	
	)	
COUNTY OF CLARK	)	**ss**
	)	
CITY OF LAS VEGAS	)	

I, LuAnn D. Holmes, MMC, the duly chosen, qualified City Clerk of the City of Las Vegas (the"City"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of an ordinance which was introduced at the meeting of the City Council on April 17, 2019, and finally adopted and approved on May 15, 2019.

2. The following members of the City Council were present at the April 17, 2019 Council meeting:

Mayor:	Carolyn G. Goodman
Councilmembers:	Lois Tarkanian
	Stavros S. Anthony
	Bob Coffin
	Michele Fiore
	Cedric Crear

3. The foregoing Ordinance was first proposed and read by title to the City Council on April 17, 2019, and referred to a committee composed of _____ and _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on May 15, 2019, which was a regular meeting of said City Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The following members of the City Council were present at the May 15, 2019, meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:	Carolyn G. Goodman
	Lois Tarkanian
	Stavros S. Anthony
	Bob Coffin
	Michele Fiore
	Cedric Crear
Those Voting Nay:	_____
Those Absent:	_____

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

5. All members of the City Council were given due and proper notice of the meetings held on April 17, 2019 and May 15, 2019. Pursuant to § 241.020, Nevada Revised Statutes, written notice of the

meetings was given no later than 9:00 a.m. on the third working day before the meetings, including in the notice the time, place, location, and agenda of the meeting:

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

(i) City Hall
495 South Main Street
Las Vegas, Nevada

(ii) City of Las Vegas Development Services Center
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 South Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

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

6. A copy of such notice so given of the meeting of the City Council on April 17, 2019, is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the City Council on May 15, 2019, is attached to this certificate as Exhibit B.

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

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

IN WITNESS WHEREOF, I have hereunto set my hand on this May 15, 2019.

LUANN D. HOLMES, MMC
City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of April 17, 2019 Meeting)

EXHIBIT B

(Attach Copy of Notice of May 15, 2019 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Filing of Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
62

DEPARTMENT: City Clerk **DISCUSSION**
DIRECTOR: LuAnn Holmes

SUBJECT:
Closed Session - Upon a duly carried motion, a closed meeting is called in accordance with NRS 241.030 to discuss the City Auditor's Annual Performance Review

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Open Meeting law permits the City Council to conduct closed sessions for - among other reasons - discussion and evaluation of the character and professional competence of a person. While all decisions and actual deliberation regarding compensation and employment must be made during the public agenda item which follows the closed session, these private meetings permit candid conversations which might not be appropriate for the a public meeting. Minutes of a closed session must be generated in the same fashion as the public portion of the agenda, but the minutes are confidential unless the person who is the subject of the closed session chooses to release them.

RECOMMENDATION:
A recommendation is not appropriate on this item.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
63

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Any items from the 11 A.M. 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.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
64

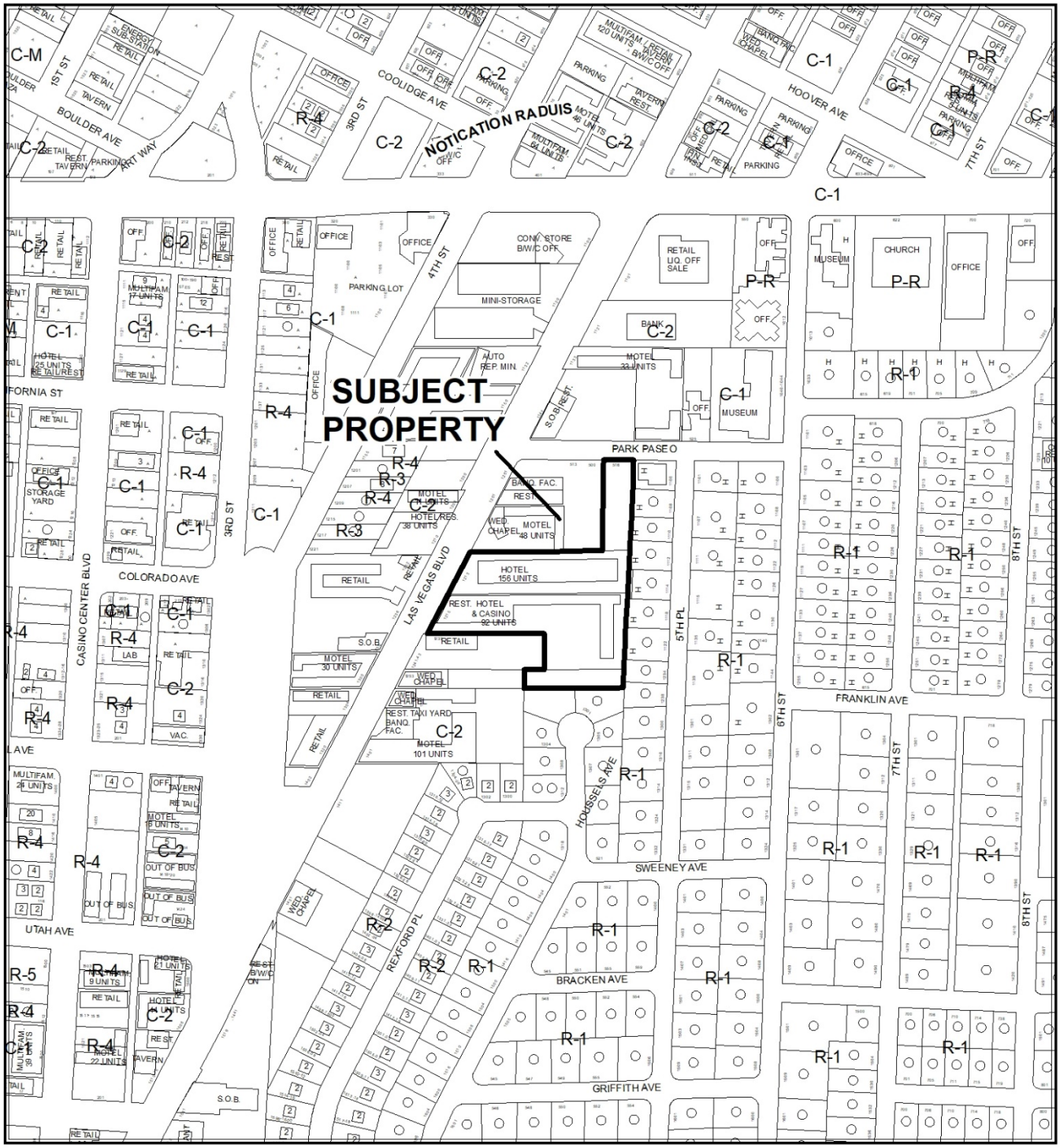
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-75809 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW – NONPUBLIC HEARING - APPLICANT/OWNER: 1215 S. LAS VEGAS BLVD, LLC, ET AL - For possible action on a request for an Extension of Time of an approved Site Development Plan Review (SDR-68404) FOR A PROPOSED 15-STORY MIXED-USE DEVELOPMENT CONSISTING OF 370 RESIDENTIAL UNITS AND 16,060 SQUARE FEET OF RETAIL SPACE on 3.63 acres at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo (APNs 162-03-112-022, 028, 029 and 033), C-2 (General Commercial) Zone, Ward 3 (Coffin). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommend APPROVAL, subject to conditions

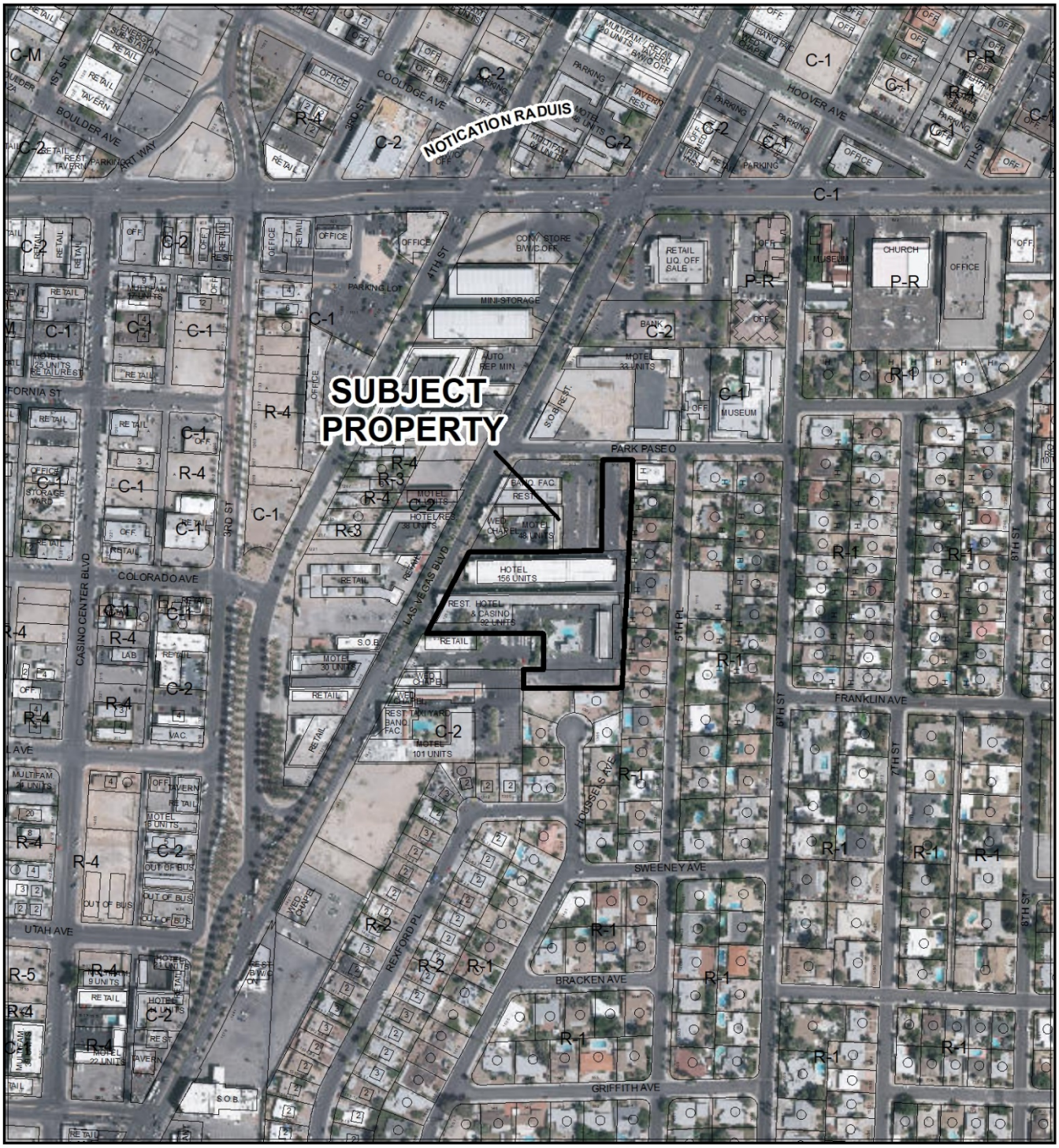
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter – SDR-68404 [PRJ-68241]
6. Justification Letter



CASE: **EOT-75809**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 305 610 Feet

CASE: **EOT-75809**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 1215 S. LAS VEGAS BLVD, LLC, ET AL

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-75809	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

APPROVALS 0

PROTESTS 0

**** CONDITIONS ****

EOT-75809 CONDITIONS

Planning

1. This approval shall expire on 04/19/21, unless another Extension of Time is approved by the City Council.

2. Conformance to the approved conditions for Site Development Plan Review (SDR-68404) as required by the Department of Planning and the Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting an Extension of Time of an approved Site Development Plan Review (SDR-68404) for a proposed 15-story mixed-use development consisting of 370 residential units and 16,060 square feet of retail space at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo.

ISSUES

- This is the first Extension of Time request for the approved Site Development Plan Review.
- No building permit applications have been submitted for review. The applicant has been working with consultants to reevaluate the project design.

ANALYSIS

The subject Site Development Plan Review (SDR-68404) was approved by the City Council on 04/19/17. Since that time there has been no movement to exercise the entitlement. Prior to the issuance of building permits, a mapping action will be necessary to combine the subject parcels; no application has as yet been made for remapping. According to the applicant, the delay in moving forward with construction is due to scarcity of qualified contractors and higher construction costs.

This area has remained virtually the same in terms of zoning and development as at the time of approval of the Site Development Plan Review. While there are some new development projects in the area, they do not have a major effect on the viability of the subject mixed-use project.

If the Extension of Time is approved and the applicant wishes to make changes to the project design, an amended Site Development Plan Review would be necessary for approval of those changes.

FINDINGS (EOT-75809)

The applicant has demonstrated good cause for a two-year Extension of Time of the approved Site Development Plan Review for a proposed mixed-use development. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/23/63	The Board of City Commissioners approved a request for reclassification of property (Z-0139-63) from R-1 (Single-Family Residential) to C-1 (Limited Commercial) on property generally located approximately 350 feet east of Las Vegas Boulevard and approximately 350 feet south of Park Paseo. The original request was to rezone to C-2 (General Commercial). The Planning Commission recommended approval to C-1.
07/20/66	The Board of City Commissioners approved a request for reclassification of property (Z-0040-66) from R-1 (Single-Family Residential) to C-1 (Limited Commercial) on property generally located approximately 300 feet east of Las Vegas Boulevard and 560 feet south of Park Paseo. The Planning Commission recommended approval to C-1. The Planning Commission recommended denial.
05/24/99	The City Council denied a request for a Rezoning (Z-0019-99) from C-1 (Limited Commercial) and C-2 (General Commercial) to C-2 (General Commercial) on a larger 7.60-acre tract that included the subject site. The Planning Commission also recommended denial of the request.
12/15/04	The City Council approved a Site Development Plan Review (SDR-5369) for a proposed 505 square-foot lobby addition to an existing motel at 1213 South Las Vegas Boulevard. The applicant's accompanying request for waivers of Downtown Centennial Plan streetscape standards was partially approved, with conditions to provide a portion of the required streetscape. The Planning Commission and staff recommended approval of the request.
07/12/06	The City Council approved a request for a Special Use Permit (SUP-12631) for a Massage Establishment use with a waiver of the 200-foot distance separation requirement from a residential use at 1215 South Las Vegas Boulevard. The Planning Commission and staff recommended denial of the request.
07/11/07	The City Council approved a request for a Required Review (RQR-22256) of an approved Special Use Permit (SUP-12631), which allowed a Massage Establishment use and a Waiver of the 200-foot distance separation requirement from a residential use at 1215 South Las Vegas Boulevard.
09/27/07	The Planning Department administratively approved a Site Development Plan Review (SDR-23776) for a 529 square-foot expansion to the lobby of an existing motel at 1213 Las Vegas Boulevard. This approval expired on 09/18/09.
02/15/12	The City Council approved the request for a Variance (VAR-43719) to allow a proposed 25-foot tall freestanding sign to have a zero-foot setback where five feet is required from the right-of-way is required. The Planning Commission recommended approval with staff recommending denial. The Planning Commission amended the approval to allow a zero-foot setback with no encroachment into the right-of-way.
03/21/12	The City Council approved a request for a Special Use Permit (SUP-44165) for a 29 square-foot accessory Package Liquor Off-Sale Establishment use within an existing motel at 1213 South Las Vegas Boulevard. The Planning Commission and staff recommended approval of the request.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/17/12	The Downtown Design Review Committee approved a Sign Design Review (ARC-44971) for the existing motel at 1213 South Las Vegas Boulevard that modified the design of the freestanding sign previously approved by ARC-43672 to a proposed 30-foot tall, 216 square-foot freestanding sign and added three new wall signs to the building. Staff recommended approval.
06/11/13	The Planning Commission approved a request for a Site Development Plan Review (SDR-49169) for a parking lot with waivers to allow a zero-foot landscape buffer along the west and south perimeters where eight feet is required and to allow a zero-foot landscape buffer along the north perimeter where 15 feet is required at 516 Park Paseo. Staff recommended approval.
09/18/13	The City Council approved a request for a Special Use Permit (SUP-49910) for a proposed 1,200 square-foot Tavern-Limited Establishment at 1213 South Las Vegas Boulevard. The Planning Commission and staff recommended approval of the request.
10/16/13	The City Council approved a request for a Master Sign Plan (MSP-50474) for an existing Wedding Chapel and Motel development at 1205 and 1213 South Las Vegas Boulevard. The Planning Commission and staff recommended approval of the request.
02/19/15	A Code Enforcement case (150769) was processed for illegal plumbing and construction located at 1215 South Las Vegas Boulevard. The case was resolved on 03/16/15.
06/11/15	A Code Enforcement case (155909) was processed for illegal temporary signage located at 1215 South Las Vegas Boulevard. The case was resolved on 06/25/15.
10/26/15	A Code Enforcement case (160588) was processed for a pool with stagnant water located at 1215 South Las Vegas Boulevard. The case was resolved on 10/27/15.
06/28/16	Department of Planning – Business Licensing Enforcement Division processed a Case (BLE363868) to investigate package liquor sales at 1213 South Las Vegas Boulevard. The case was resolved 08/03/16.
04/19/17	The City Council approved a request for Rezoning (ZON-68403) from C-1 (Limited Commercial) and C-2 (General Commercial) to C-2 on 3.32 acres at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-68404) for a proposed 15-story mixed use development consisting of 370 residential units and 16,060 square feet of retail space at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo.
11/30/18	Department of Planning – Business Licensing Enforcement Division processed a Case (BLE570338) to inspect a motel at 1213 South Las Vegas Boulevard. The case was resolved 01/15/19.

Most Recent Change of Ownership	
08/11/17	A deed was recorded for a change in ownership (APN 162-03-112-022).
03/03/15	A deed was recorded for a change in ownership (APN 162-03-112-028).
11/30/15	A deed was recorded for a change in ownership (APN 162-03-112-029).
	A deed was recorded for a change in ownership (APN 162-03-112-033).

Related Building Permits/Business Licenses	
01/23/63	A building permit (15366) was issued for a motel building (Building A) at 1215 South Las Vegas Boulevard. A final inspection was approved 07/02/63.
	A building permit (15367) was issued for a motel building (Building B) at 1215 South Las Vegas Boulevard. A final inspection was approved 07/14/63.
12/11/63	A building permit (22914) was issued for a motel and restaurant building (Building A) at 1213 South Las Vegas Boulevard. A final inspection was approved 04/23/64.
	A building permit (22915) was issued for a motel building (Building B) at 1213 South Las Vegas Boulevard. A final inspection was approved 04/23/64.
	A building permit (22916) was issued for a bath house (Building C) at 1213 South Las Vegas Boulevard. A final inspection was approved 06/19/64.
05/13/69	A building permit (47678) was issued for a 240 square-foot freestanding sign at 1213 South Las Vegas Boulevard. A final inspection was approved 05/19/69.
Pre-1991	A business license (L16-00068) was issued for a tavern (Thunderbird Lounge) at 1215 South Las Vegas Boulevard. The license was marked out of business on 03/21/15 due to license sale to new owner under P64-00045.
11/03/00	A business license (H05-01027) was issued for a 98-unit hotel (Aruba Hotel) at 1215 South Las Vegas Boulevard. The license was marked out of business 11/06/14.
08/10/05	A business license (G01-02221) was issued for restricted gaming (Thunderbird Lounge) at 1215 South Las Vegas Boulevard. The license was marked out of business 09/27/14.
07/02/10	A building permit (166418) was issued for replacement of an existing 40-foot tall freestanding sign at 1205 South Las Vegas Boulevard. A sign inspection has not been completed.
05/16/11	A business license (G50-05786) was issued for general merchandise sales (Super 8) at 1213 South Las Vegas Boulevard. The license remains active.
	A business license (M08-00206) was issued for a motel (Super 8) at 1213 South Las Vegas Boulevard. The license remains active.
12/21/11	A business license (C05-02782) was issued for a Tobacco Dealer (Super 8) at 1213 South Las Vegas Boulevard. The license remains active.
08/29/12	A business license (L15-00218) was issued for Package Liquor Sales (Super 8) at 1213 South Las Vegas Boulevard. The license remains active.
10/29/12	A business license (W01-00127) was issued for a wedding chapel at 1215 South Las Vegas Boulevard. The license was marked out of business on 11/06/14.
02/18/14	A building permit (#243292) was issued for a parking lot (Super 8) located at 516 Park Paseo. The permit was finalized on 03/12/14.
10/20/15	A building permit (300646) was issued for a tenant improvement remodel of a motel lobby (Thunderbird Hotel) at 1215 South Las Vegas Boulevard. A final inspection was approved 02/22/16.

Related Building Permits/Business Licenses	
02/18/16	A business license (G64-00903) was issued for an Automated Teller at 1215 South Las Vegas Boulevard. The license remains active.
02/22/16	A business license (P64-00045) was issued for a tavern (Thunderbird Lounge) at 1215 South Las Vegas Boulevard. The license was reclassified as L64-00079 and remains active.
03/28/16	A business license (P64-00046) was issued for a wedding chapel (Royal Wedding Chapel) at 1215 South Las Vegas Boulevard. The license remains active.
04/25/16	A business license (P62-00314) was issued for restricted gaming (Thunderbird Lounge) at 1215 South Las Vegas Boulevard. The license remains active under X64-00029.
04/28/16	A business license (G64-02897) was issued for a 100-unit hotel (Thunderbird Hotel) at 1215 South Las Vegas Boulevard. The license remains active.
06/01/16	A business license (G64-03550) was issued for photography (Royal Wedding Chapel) at 1215 South Las Vegas Boulevard. The license remains active.
09/05/18	A License Agreement (A18-00041) was finalized for encroachment of a 24-foot projecting sign into the Las Vegas Boulevard right-of-way adjacent to 1215 South Las Vegas Boulevard.

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	
03/29/19	The site is developed with two hotels and parking facilities. Both hotels are in operation.

Details of Application Request	
Site Area	
Net Acres	3.63

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel and ancillary parking Tavern/Restricted Gaming Package Liquor Off-Sale Establishment Wedding Chapel General Retail Store, Other Than Listed	C (Commercial)	C-2 (General Commercial)
North	Hotel Wedding Chapel Restaurant Banquet Facility	C (Commercial)	C-2 (General Commercial)
South	General Retail Store, Other Than Listed	C (Commercial)	C-2 (General Commercial)
East	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Sexually Oriented Business Motel Tattoo Parlor/Body Piercing Studio	C (Commercial)	C-2 (General Commercial)

Master Plan Areas	***Compliance***
Vision 2045 Downtown Las Vegas Master Plan	Y
John S. Park Historic Neighborhood Plan	Y
Special Purpose and Overlay Districts	***Compliance***
DTLV-O (Downtown Las Vegas Overlay District) – Area 1	Y
Las Vegas Boulevard Scenic Byway Overlay District	Y
Other Plans or Special Requirements	***Compliance***
Trails	Y
Las Vegas Redevelopment Plan Area (Area 1)	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to the Downtown Centennial Plan (in effect at the time of approval) and Site Development Plan Review (SDR-68404), the following standards apply:

Standard	*Required/Allowed*	*Provided (Approved)*	*Compliance*
Min. Setbacks*			
• Front	70% along front PL	100% along front PL	Y
• Side (north)	N/A	28 Feet	Y
• Side (south)	N/A	46 Feet	Y
• Rear	N/A	44 Feet	Y
Max. Lot Coverage*	Limited by setbacks	20.7 %	N/A
Max. Building Height*	N/A	15 stories/195 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

*Pursuant to Title 19.10.110, projects within the Downtown Las Vegas Overlay District (which includes area subject to the defunct Downtown Centennial Plan) are not subject to the automatic application of the mandatory maximum building height, required building setback, maximum lot coverage, residential adjacency, standard landscaping requirements, and standard parking requirements of Title 19.

Pursuant to the Downtown Centennial Plan (in effect at the time of approval) and Site Development Plan Review (SDR-68404), the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	N/A	N/A	0 Trees	N/A
• South	N/A	N/A	21 Trees	N/A
• East	N/A	N/A	31 Trees	N/A
• West	N/A	N/A	0 Trees	N/A
TOTAL PERIMETER TREES		**0 Trees**	**52 Trees**	**N/A**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces with a min. of 10 sf of landscaped surface area per parking space	14 Trees	60 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	0 Feet		0 Feet	Y
• South	0 Feet		3 Feet	Y
• East	0 Feet		15 Feet	Y
• West	0 Feet		0 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		Existing 6-8' CMU	Y

SS

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	90	N
Park Paseo	Local Street	Title 13	45-51	Y

Streetscape Standards	***Required***	***Provided***	***Compliance***
Downtown Centennial Plan	5-foot wide amenity zone	5 feet	Y
	10-foot wide sidewalk	10 feet	Y
	Date Palm trees or similar at 25 feet or greater in height at 30-foot intervals along Las Vegas Boulevard	4 trees	Y

The subject site is a partial block frontage (less than 50%); 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	
Multi-Family Residential (Studio units)	370	1.25 spaces per unit	463				
Guest Parking	370	1 space per 6 units	62				
General Retail Store, Other Than Listed	16,070 sf	1 space per 175 sf GFA	92				
TOTAL SPACES REQUIRED			617		492		Y*
Regular and Handicap Spaces Required			604	13	483	9	Y*

*Projects located within the Las Vegas Downtown Centennial Plan area are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	FOT-75809
Meeting Date	5/1/19
Total Fee	$300.00
Received By/Date	2/14/19

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Extension of Time - ZON-68403 and SDR-68404

Project Address (Location) 1213 and 1215 S. Las Vegas Boulevard and 516 Park Paseo

Project Name Thunderbird Lofts **Proposed Use** Mixed Use Development

Assessor's Parcel #(s) 162-03-112-022, 028, 029, and 033 **Ward #** 3

General Plan: Existing C Proposed C **Zoning:** Existing C2 Proposed C2

Additional Information ZON-68403 (PRJ-68241) and SDR-68404 (PRJ-68241) were approved by City Council April 19, 2017.

Property Owner 1215 S. Las Vegas Blvd., LLC et al Contact Ilan Gorodezki

Address 9201 Wilshire Boulevard, Suite 202 City Beverly Hills State CA Zip 90210

E-mail ganesha@ilinvestments.com Phone (310) 276-7705

Applicant 1215 S. Las Vegas Blvd., LLC et al Contact Ilan Gorodezki

Address 9201 Wilshire Boulevard, Suite 202 City Beverly Hills State CA Zip 90210

E-mail ganesha@ilinvestments.com Phone (310) 276-7705

Representative _____ Contact _____

Address _____ City _____ State _____ Zip _____

E-mail _____ Phone _____

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)** _____

Partner(s) _____

• 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 the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

• Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Ilan Gorodezki

Subscribed and sworn before me

This 30th day of January, 20 19

Ganesha W Sanders

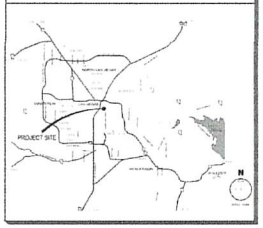
Notary Public in and for said County and State Los Angeles, CA

GANESHA W SANDERS
Notary Public – California
Los Angeles County
Commission # 2212235
My Comm. Expires Aug 31, 2021

PROJECT DESCRIPTION

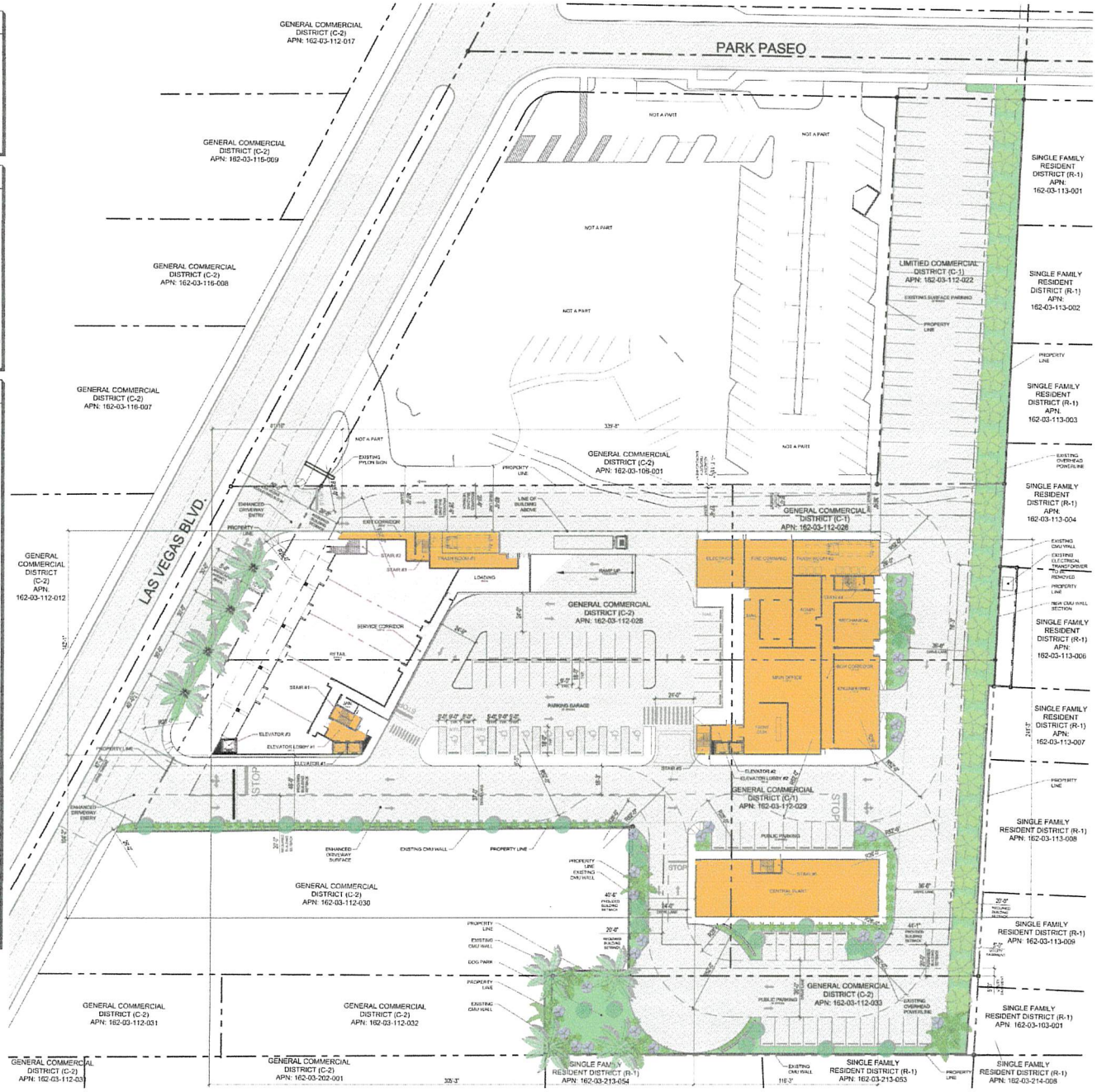
This project shall consist of a new mixed use multi-family residential tower, for sale or lease, which will include two levels of retail facing Las Vegas Boulevard with open plaza along the street side. The internalized 5 story parking garage will be for resident parking only and all parking at the ground level are for guests and employees.

VICINITY MAP



PLANT LEGEND

PLANT NAME	SIZE	QTY
TREE'S		
PHOENIX DACTYLIFERA *(DATE PALM)*	25' TALL	40 EA
FRAXINUS OXYCARPA *(ASHWOOD (ARIZONA ASH)*	36" BOX	28 EA
PINUS ELDARICA *(MONDELL PINE)*	36" BOX	28 EA
CHAMAEROPS HUMILIS *(MEDITERRANEAN FAN PALM)*	24" BOX	55 EA
PLANT'S		
BUXUS MICROPHYLLA *(BOXWOOD)*	5 GAL.	25 EA
LANTANA SPECIES *(LANTANA)*	5 GAL.	25 EA
ROSMARINUS OFFICINALIS *(ROSEMARY)*	5 GAL.	25 EA



SITE INFORMATION

PARCEL NUMBERS	162-03-112-028 162-03-112-029 162-03-112-033 162-03-112-022
JURISDICTION	CITY OF LAS VEGAS
EXISTING ZONING	LIMITED COMMERCIAL DISTRICT (C-1) GENERAL COMMERCIAL (C-2)
PROPOSED ZONING	GENERAL COMMERCIAL (C-2)
SIZE	3.63 ACRES (139,392 SF)
ROOF AREA	23,716 SF
LOT COVERAGE	20.73%

BUILDING INFORMATION

FLOOR PLAN DATA:

TOTAL UNITS	370
TOTAL FLOORS	15
LEVEL 01	32,783 SF
LEVEL 02	32,767 SF
LEVEL 03	30,214 SF
LEVEL 04	27,964 SF
LEVEL 05	25,631 SF
LEVEL 06	63,997 SF
LEVEL 07	45,311 SF
LEVEL 08	31,039 SF
LEVEL 09	29,026 SF
LEVEL 10	26,957 SF
LEVEL 11	24,040 SF
LEVEL 12	21,787 SF
LEVEL 13	19,344 SF
LEVEL 14	17,200 SF
LEVEL 15	14,904 SF
TOTAL AREA:	**413,076 SF**

PARKING GARAGE:

LEVEL 1 (62 STALLS)	29,870 SF
LEVEL 2 (92 STALLS)	36,900 SF
LEVEL 3 (92 STALLS)	36,900 SF
LEVEL 4 (92 STALLS)	36,900 SF
LEVEL 5 (92 STALLS)	36,900 SF
TOTAL:	**177,470 SF**
TOTAL BUILDING AREA	**590,546 SF**
CIRCULATION	**37,505 SF**
MEP	**15,293 SF**
BOH	**21,664 SF**
RETAIL	**16,060 SF**
UNITS	**226,250 SF**
FITNESS	**2,150 SF**
POOL DECK	**10,230 SF**

PARKING REQUIREMENTS

PARKING REQUIRED

UNITS: (370@1.25 PER STUDIO	463 STALLS
RETAIL: (16,060SF @ 1/175 SF)	91 STALLS
TOTAL REQUIRED:	**554 STALLS**

PARKING PROVIDED

GARAGE STANDARD	278 STALLS
GARAGE TANDEM	90 STALLS
ON SITE STANDARD	115 STALLS
STANDARD ACCESSIBLE STALLS	7 STALLS
VAN ACCESSIBLE STALLS	2 STALLS
TOTAL PROVIDED:	**492 STALLS**

EV&A

N

0 15 30 60
SCALE: 1" = 30'-0"

12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

SITE PLAN

RECEIVED
FEB 14 2019
Department of Planning

SP001

EOT-75809

City Council - Page 675

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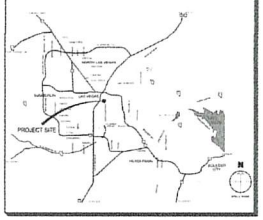

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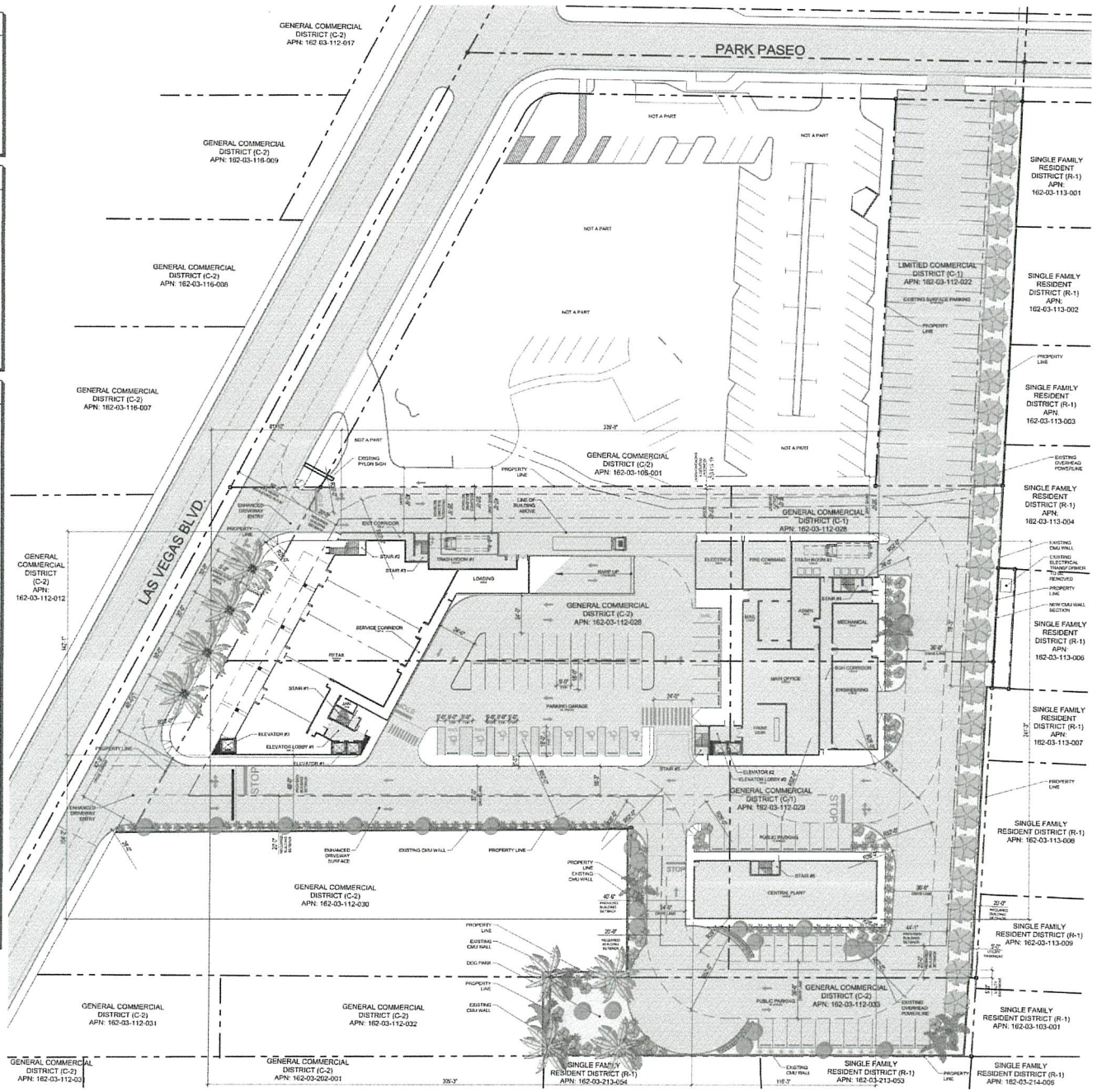
	LANTANA SPECIES (LANTANA)	5 GAL.	25 EA.
	ROSMARINUS OFFICINALIS (ROSEMARY)	5 GAL.	25 EA.



SITE INFORMATION

PARCEL NUMBERS	162-03-112-028 162-03-112-029 162-03-112-033 162-03-112-022
JURISDICTION	CITY OF LAS VEGAS
EXISTING ZONING	LIMITED COMMERCIAL DISTRICT (C-1) GENERAL COMMERCIAL (C-2)
PROPOSED ZONING	GENERAL COMMERCIAL (C-2)
SIZE	3.63 ACRES (139,392 SF)
ROOF AREA	23,716 SF
LOT COVERAGE	20.73%

BUILDING INFORMATION

FLOOR PLAN DATA:

TOTAL UNITS	370
TOTAL FLOORS	15
LEVEL 01	32,783 SF
LEVEL 02	32,767 SF
LEVEL 03	30,214 SF
LEVEL 04	27,984 SF
LEVEL 05	25,631 SF
LEVEL 06	63,997 SF
LEVEL 07	45,311 SF
LEVEL 08	31,039 SF
LEVEL 09	29,026 SF
LEVEL 10	26,957 SF
LEVEL 11	24,040 SF
LEVEL 12	21,787 SF
LEVEL 13	19,344 SF
LEVEL 14	17,200 SF
LEVEL 15	14,904 SF
TOTAL AREA:	**413,076 SF**

PARKING GARAGE:

LEVEL 1 (62 STALLS)	29,870 SF
LEVEL 2 (92 STALLS)	36,900 SF
LEVEL 3 (92 STALLS)	36,900 SF
LEVEL 4 (92 STALLS)	36,900 SF
LEVEL 5 (92 STALLS)	36,900 SF
TOTAL:	**177,470 SF**
TOTAL BUILDING AREA	**590,546 SF**
CIRCULATION	**37,505 SF**
MEP	**15,293 SF**
BOH	**21,664 SF**
RETAIL	**16,060 SF**
UNITS	**226,250 SF**
FITNESS	**2,150 SF**
POOL DECK	**10,230 SF**

PARKING REQUIREMENTS

PARKING REQUIRED

UNITS: (370@1.25 PER STUDIO	463 STALLS
RETAIL: (16,060SF @ 1/175 SF)	91 STALLS
TOTAL REQUIRED:	**554 STALLS**

PARKING PROVIDED

GARAGE STANDARD	278 STALLS
GARAGE TANDEM	90 STALLS
ON SITE STANDARD	115 STALLS
STANDARD ACCESSIBLE STALLS	7 STALLS
VAN ACCESSIBLE STALLS	2 STALLS
TOTAL PROVIDED:	**492 STALLS**

EV&A

N

0 15 30 60
SCALE: 1" = 30'-0"

12.28.2016
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THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

SITE PLAN

SP001

City Council - Page 676

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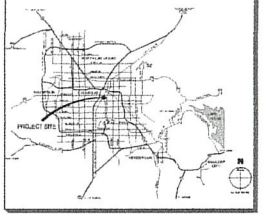
PROJECT DESCRIPTION

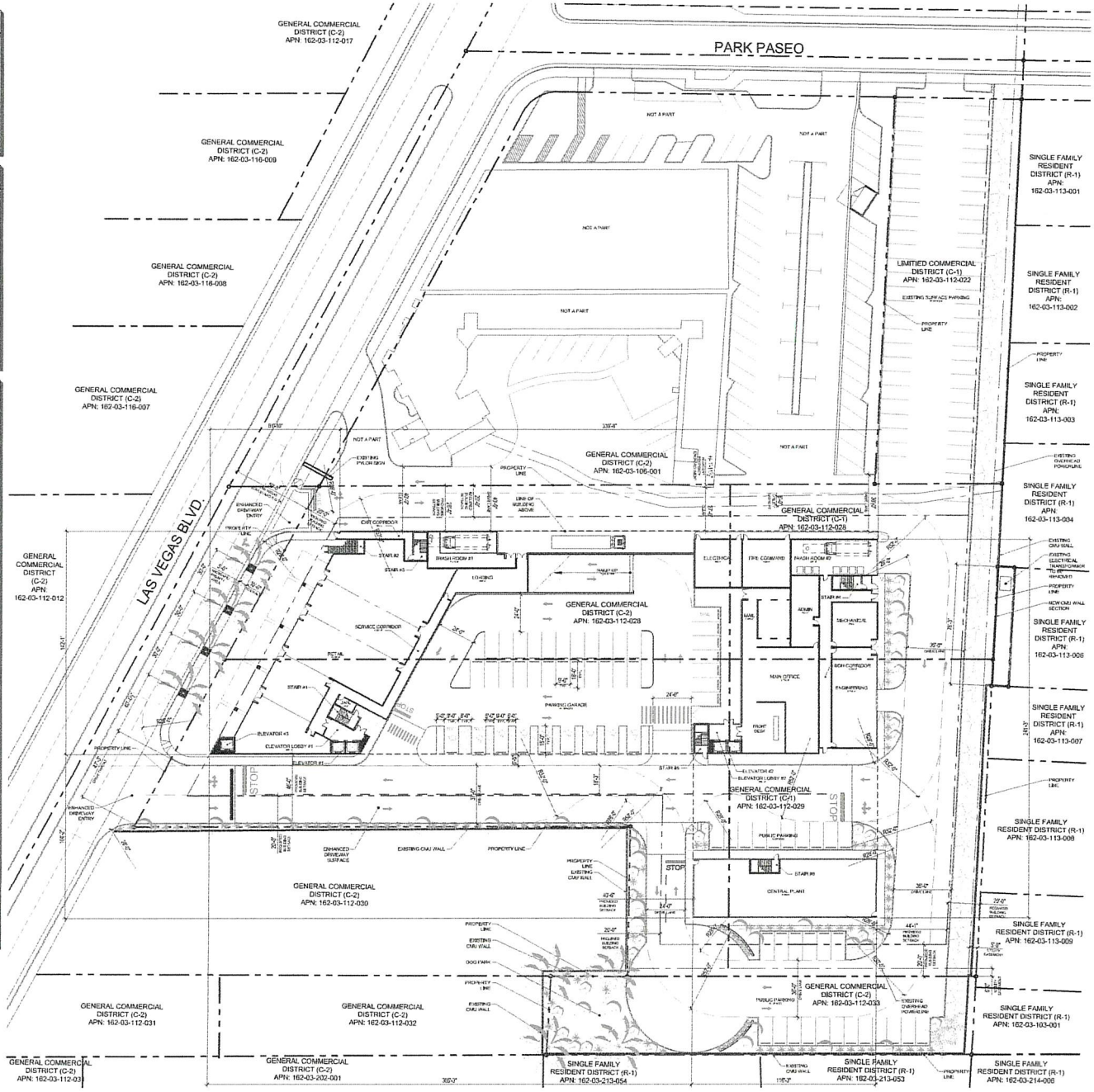
This project shall consist of a new mixed use multi-family residential tower, for sale or lease, which will include two levels of retail facing Las Vegas Boulevard with open plaza along the street side. The internalized 5 story parking garage will be for resident parking only and all parking at the ground level are for guests and employees.

VICINITY MAP



PLANT LEGEND

PLANT NAME	SIZE	QTY.
TREE'S		
PHOENIX DACTYLIFERA (DATE PALM)	25' TALL	40 EA.
LAGERSTROEMIA INDICA X FAURIEI 'NATCHEZ' (NATCHEZ CRAPE MYRTLE)	36" BOX	26 EA.
PINUS ELDARICA (MONDELL PINE)	36" BOX	28 EA.
CHAMAEROPS HUMILIS (MEDITERRANEAN FAN PALM)	24" BOX	55 EA.
PLANT'S		
BUXUS MICROPHYLLA (BOXWOOD)	5 GAL.	25 EA.
LANTANA SPECIES (LANTANA)	5 GAL.	25 EA.
ROSMARINUS OFFICINALIS (ROSEMARY)	5 GAL.	25 EA.



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BUILDING INFORMATION

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LEVEL 11	24,040 SF
LEVEL 12	21,787 SF
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MEP	15,293 SF
BOH	21,664 SF
RETAIL	16,060 SF
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PARKING REQUIREMENTS

PARKING REQUIRED

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EV&A

SCALE: 1" = 30'-0"

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THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

SITE PLAN

SP001

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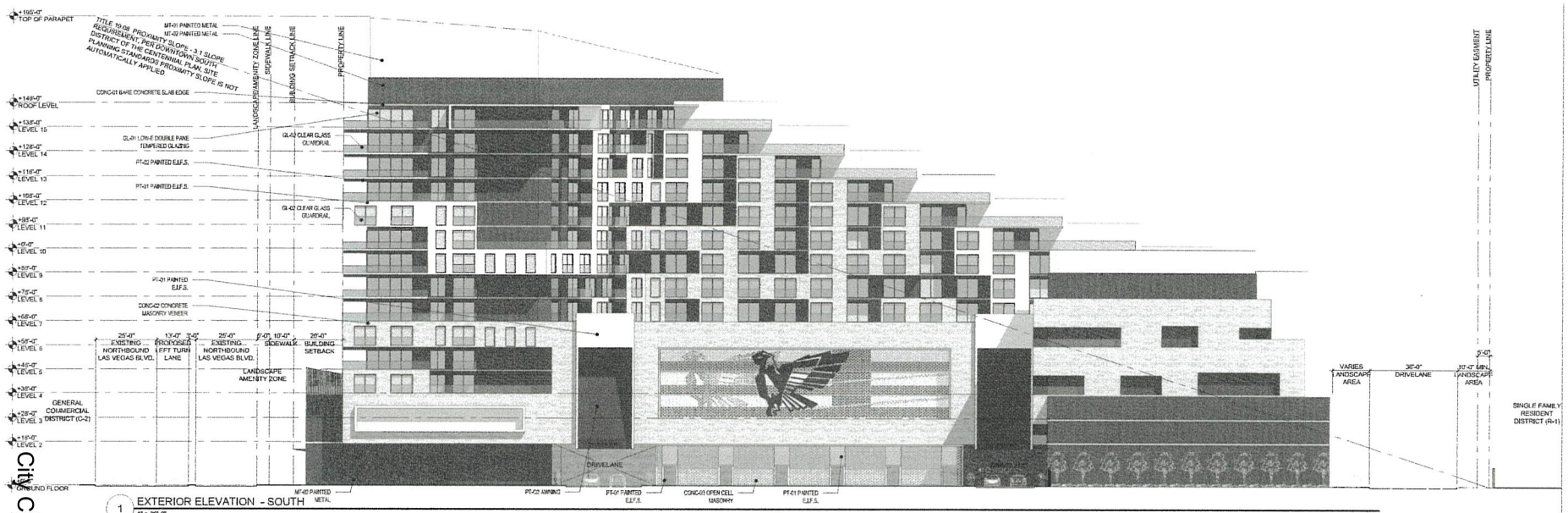
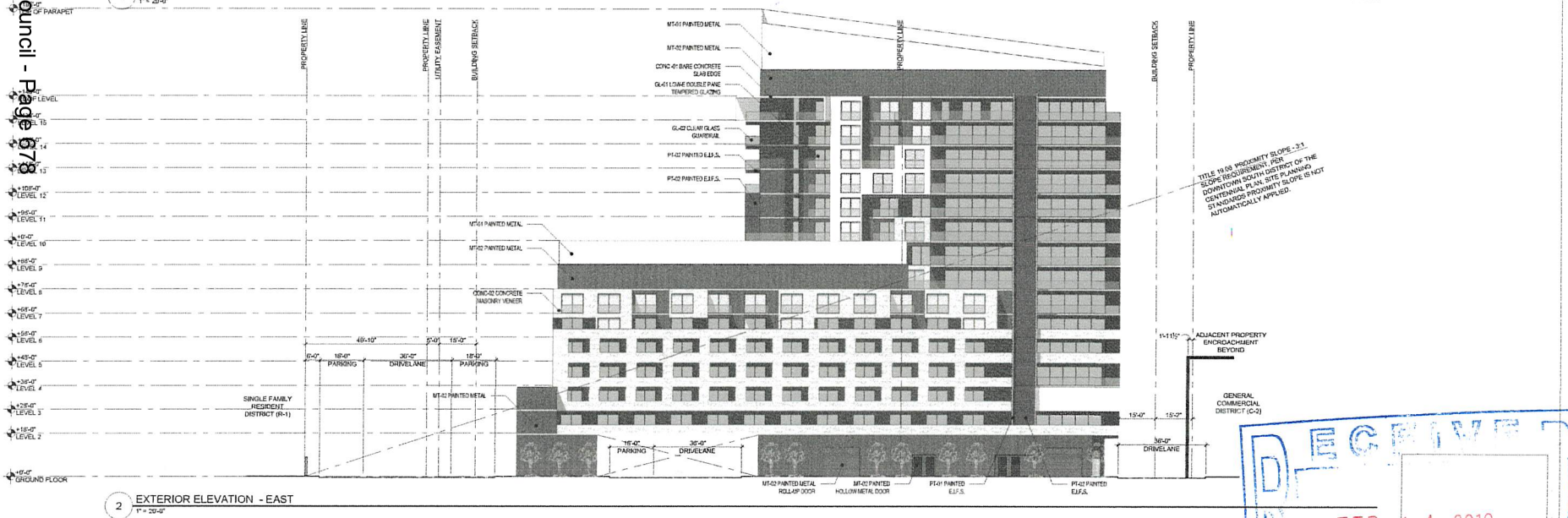


1 EXTERIOR ELEVATION - SOUTH
1" = 20'-0"



2 EXTERIOR ELEVATION - EAST
1" = 20'-0"

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Department of Planning

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SCALE: 1/16" = 1'-0"

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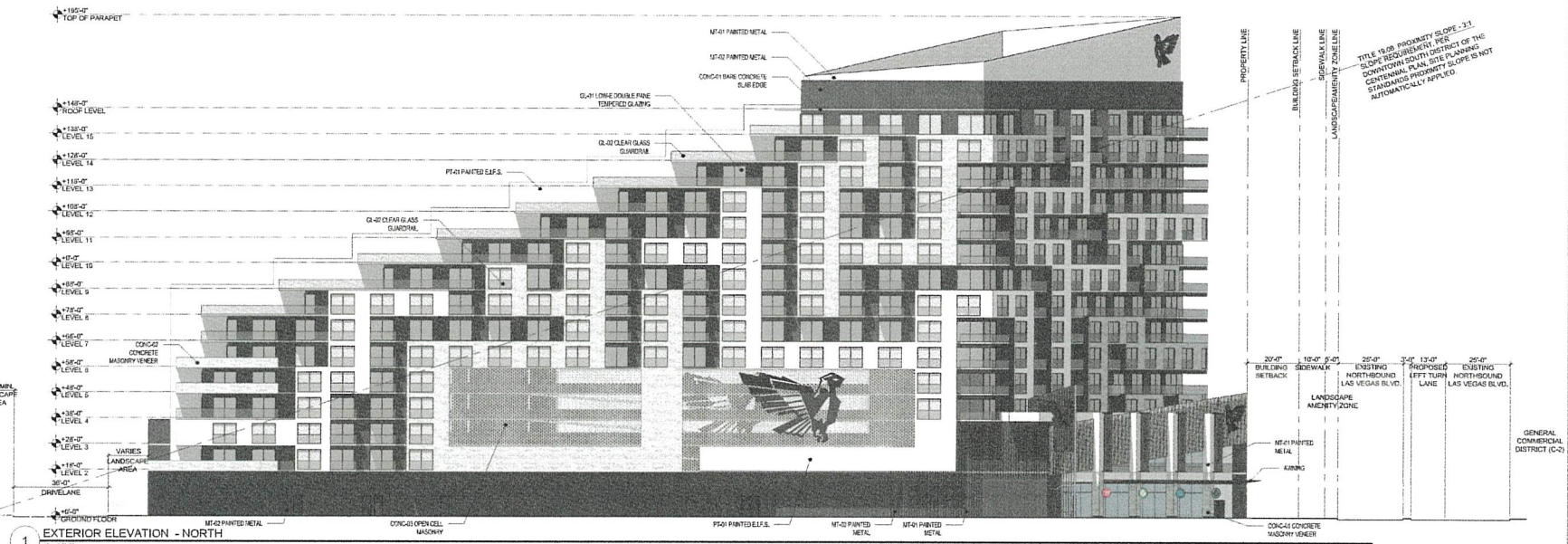
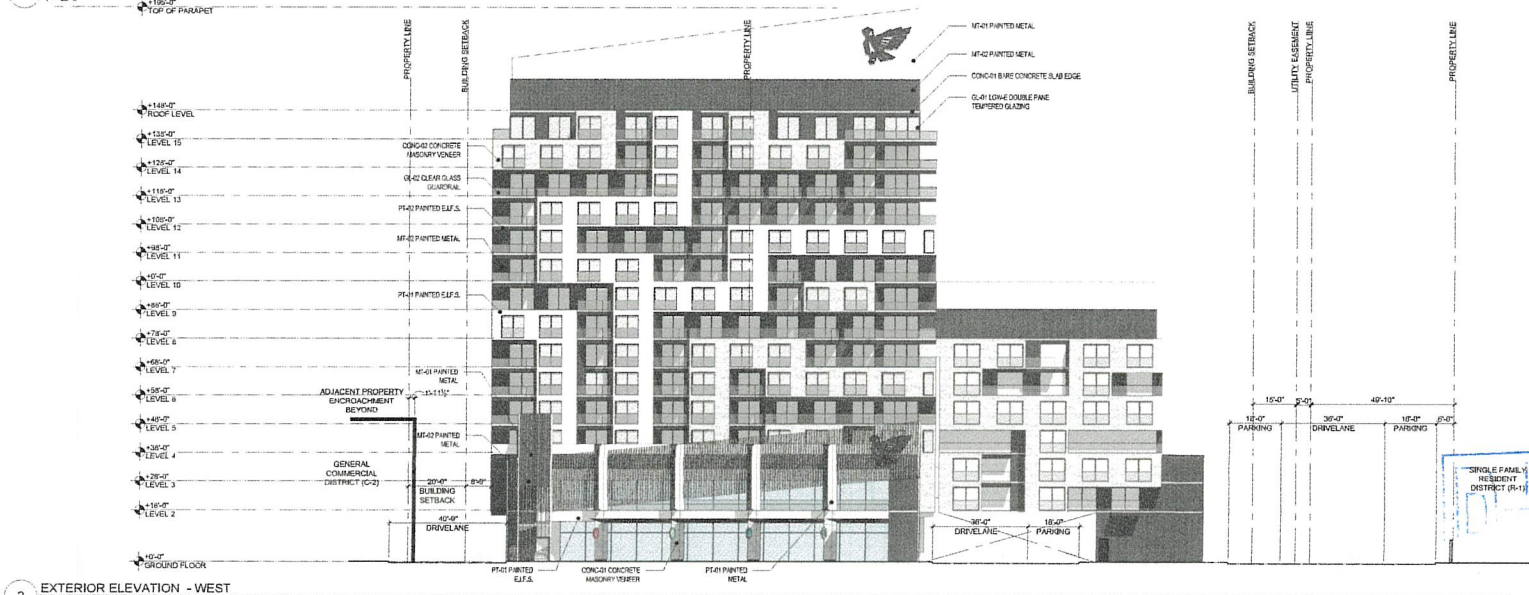
THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

EXTERIOR ELEVATIONS

EV001



1 EXTERIOR ELEVATION - NORTH
1" = 20'-0"



2 EXTERIOR ELEVATION - WEST
1" = 20'-0"

EV&A

SCALE: 1/16" = 1'-0"

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THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

EXTERIOR ELEVATIONS

EV002

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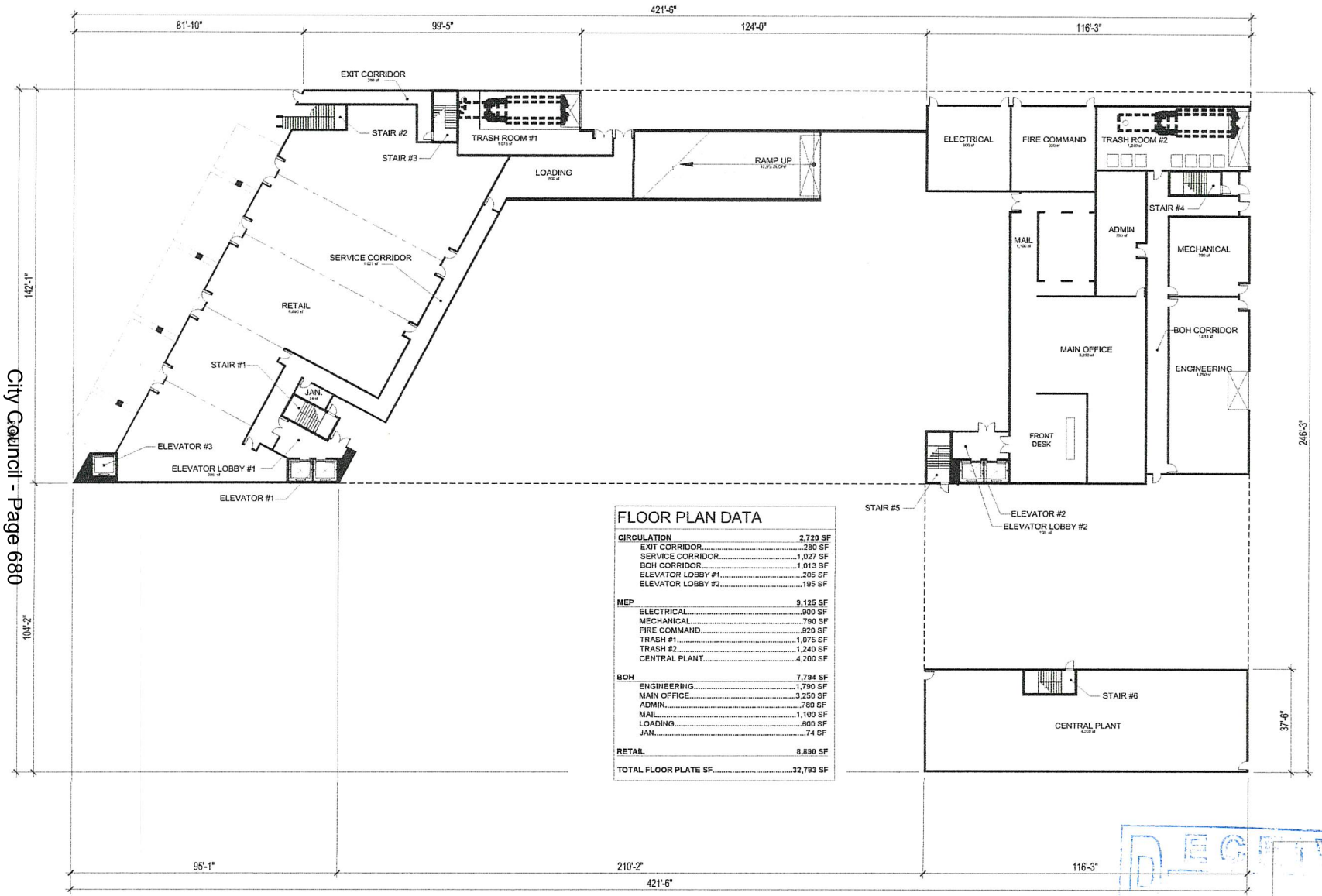

FLOOR PLAN DATA

CIRCULATION	**2,720 SF**
EXIT CORRIDOR	280 SF
SERVICE CORRIDOR	1,027 SF
BOH CORRIDOR	1,013 SF
ELEVATOR LOBBY #1	205 SF
ELEVATOR LOBBY #2	195 SF
MEP	**9,125 SF**
ELECTRICAL	900 SF
MECHANICAL	790 SF
FIRE COMMAND	920 SF
TRASH #1	1,075 SF
TRASH #2	1,240 SF
CENTRAL PLANT	4,200 SF
BOH	**7,794 SF**
ENGINEERING	1,790 SF
MAIN OFFICE	3,250 SF
ADMIN	780 SF
MAIL	1,100 SF
LOADING	800 SF
JAN	74 SF
RETAIL	**8,890 SF**
TOTAL FLOOR PLATE SF	**32,783 SF**

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SCALE: 1/16" = 1'-0"

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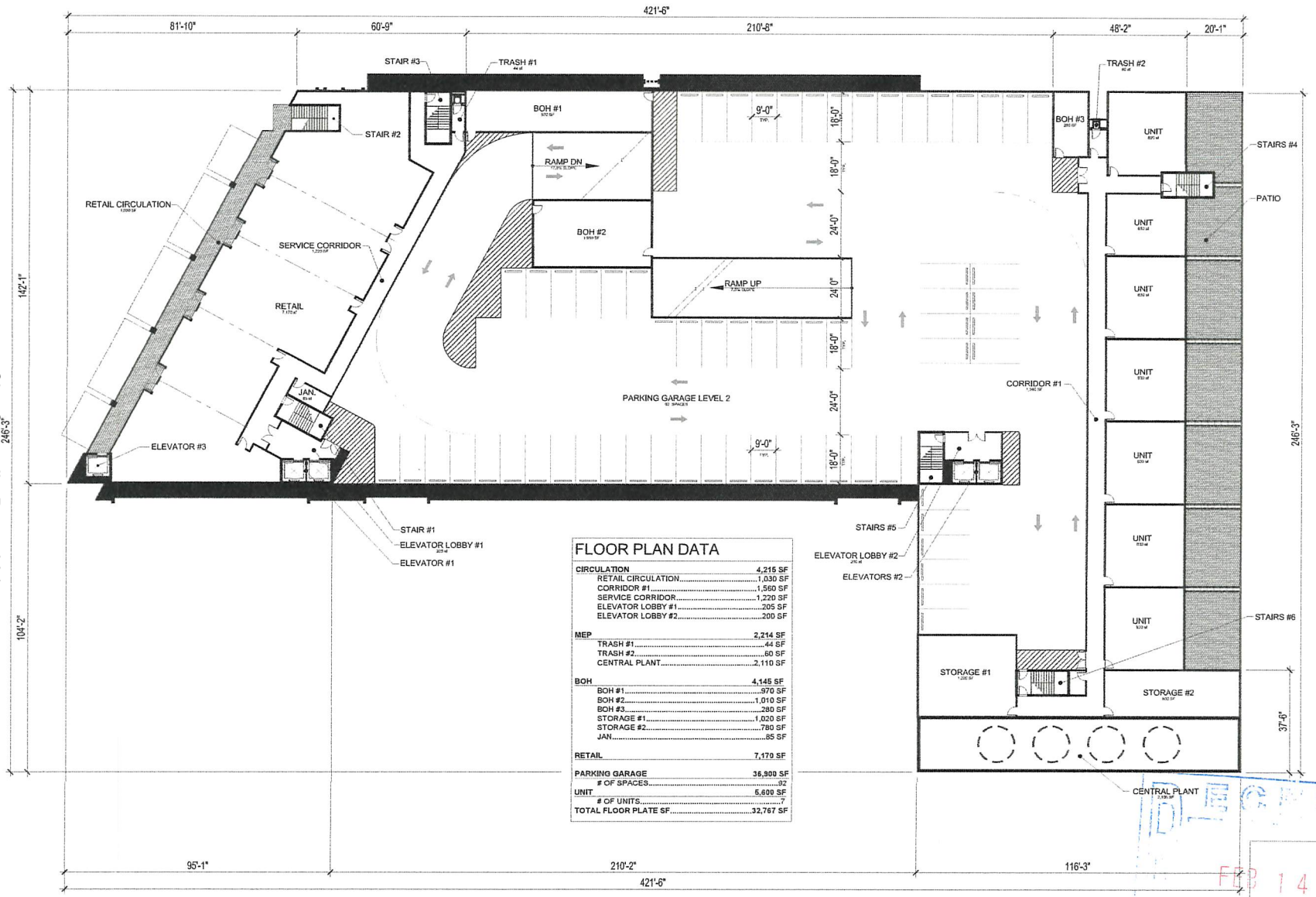
THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 01

FP001



FLOOR PLAN DATA

CIRCULATION	**4,215 SF**
RETAIL CIRCULATION	1,030 SF
CORRIDOR #1	1,560 SF
SERVICE CORRIDOR	1,220 SF
ELEVATOR LOBBY #1	205 SF
ELEVATOR LOBBY #2	200 SF
MEP	**2,214 SF**
TRASH #1	44 SF
TRASH #2	60 SF
CENTRAL PLANT	2,110 SF
BOH	**4,145 SF**
BOH #1	970 SF
BOH #2	1,010 SF
BOH #3	280 SF
STORAGE #1	1,020 SF
STORAGE #2	780 SF
JAN.	85 SF
RETAIL	**7,170 SF**
PARKING GARAGE	**16,900 SF**
# OF SPACES	92
UNIT	**5,600 SF**
# OF UNITS	7
TOTAL FLOOR PLATE SF	**32,767 SF**

SCALE: 1/16" = 1'-0"

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THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 02

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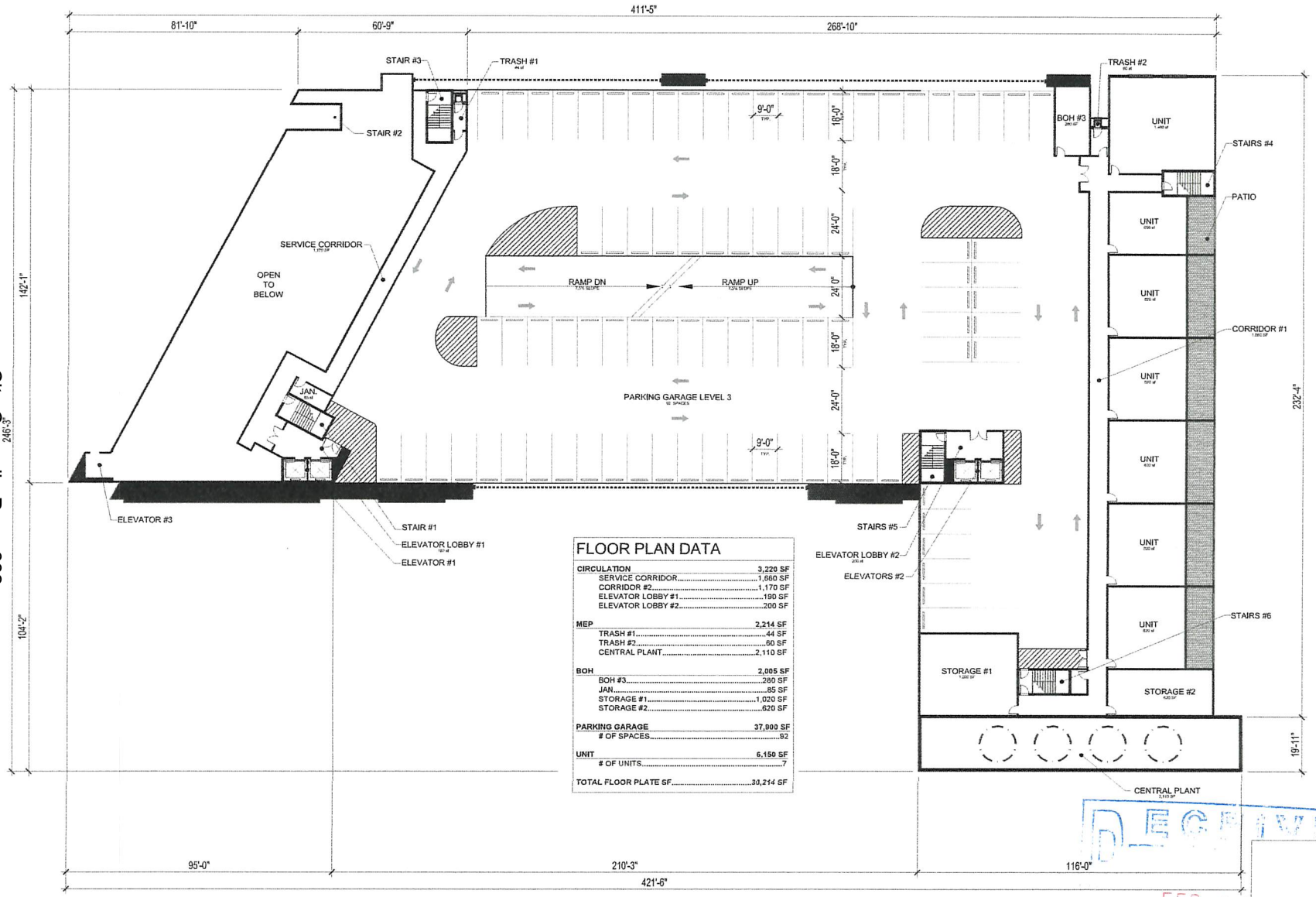

FLOOR PLAN DATA

CIRCULATION	**3,220 SF**
SERVICE CORRIDOR	1,660 SF
CORRIDOR #2	1,170 SF
ELEVATOR LOBBY #1	190 SF
ELEVATOR LOBBY #2	200 SF
MEP	**2,214 SF**
TRASH #1	44 SF
TRASH #2	60 SF
CENTRAL PLANT	2,110 SF
BOH	**2,005 SF**
BOH #3	280 SF
JAN	85 SF
STORAGE #1	1,020 SF
STORAGE #2	620 SF
PARKING GARAGE	**37,900 SF**
# OF SPACES	92
UNIT	**6,150 SF**
# OF UNITS	7
TOTAL FLOOR PLATE SF	**30,214 SF**

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SCALE: 1/16" = 1'-0"

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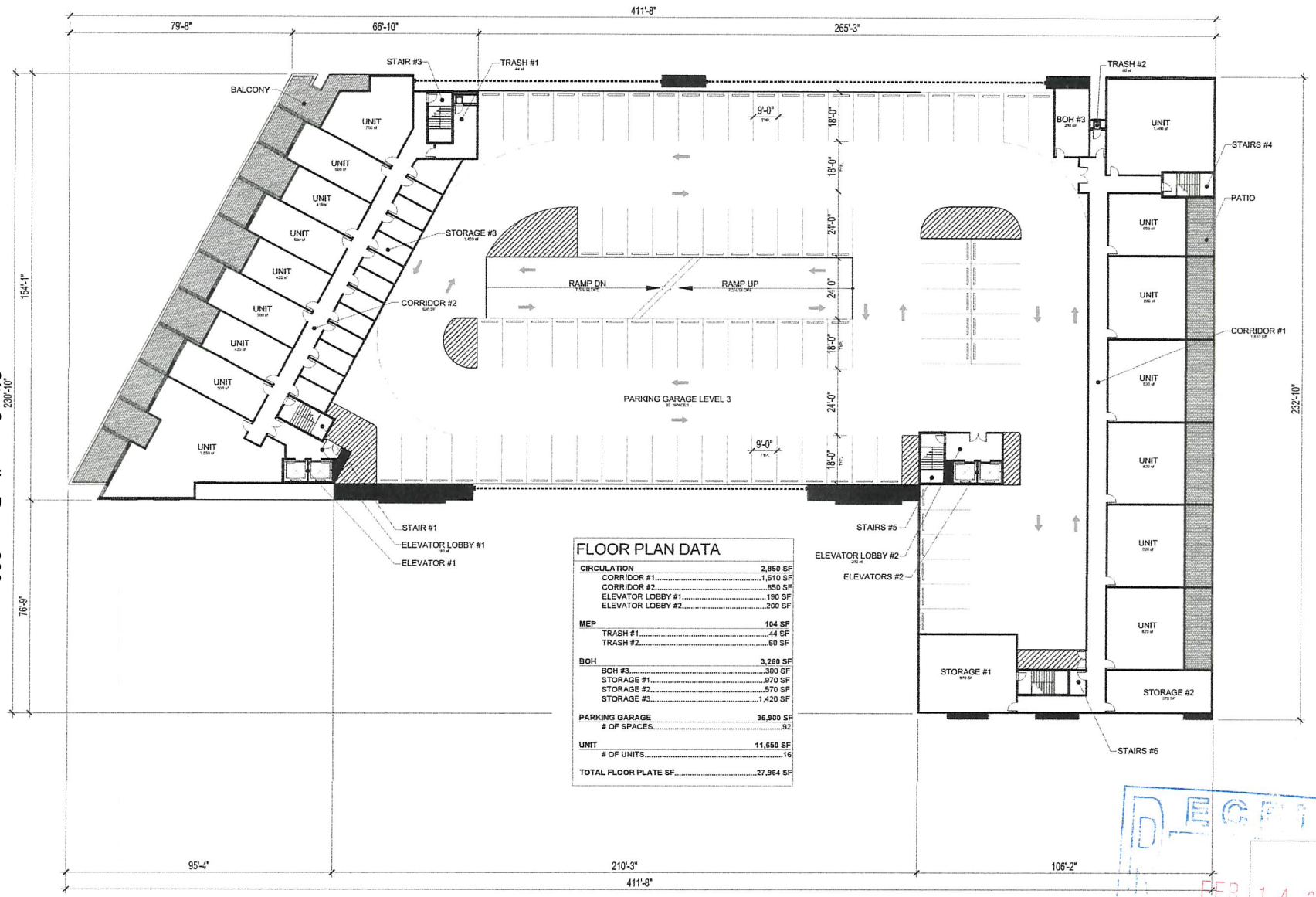
THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 03

FP003



FLOOR PLAN DATA

CIRCULATION	**2,850 SF**
CORRIDOR #1	1,610 SF
CORRIDOR #2	850 SF
ELEVATOR LOBBY #1	190 SF
ELEVATOR LOBBY #2	200 SF
MEP	**104 SF**
TRASH #1	44 SF
TRASH #2	60 SF
BOH	**3,260 SF**
BOH #3	300 SF
STORAGE #1	970 SF
STORAGE #2	570 SF
STORAGE #3	1,420 SF
PARKING GARAGE	**36,900 SF**
# OF SPACES	92
UNIT	**11,650 SF**
# OF UNITS	16
TOTAL FLOOR PLATE SF	**27,964 SF**

EV&A

SCALE: 1/16" = 1'-0"

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THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 04

FP004

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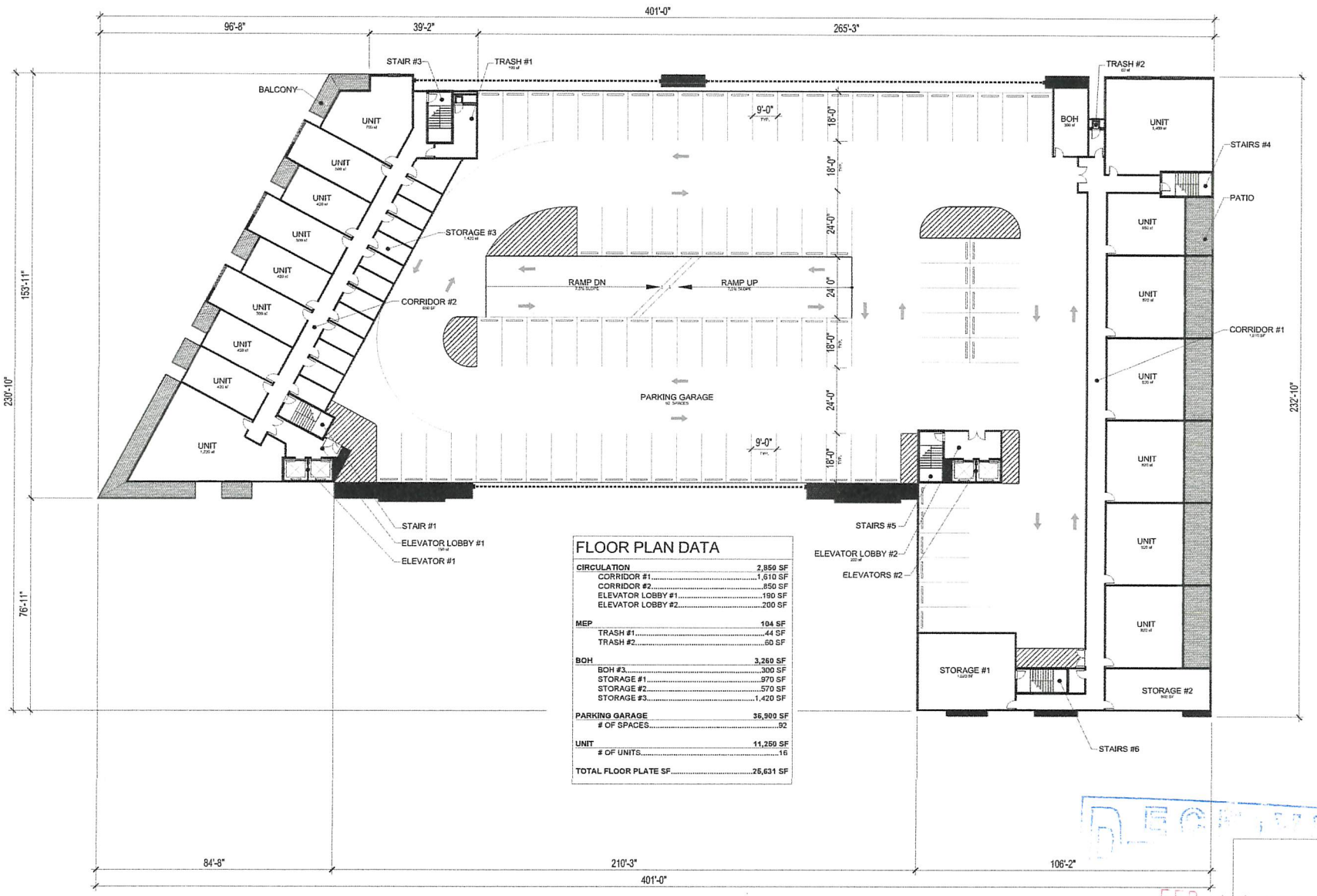

FLOOR PLAN DATA

CIRCULATION	**2,850 SF**
CORRIDOR #1	1,610 SF
CORRIDOR #2	850 SF
ELEVATOR LOBBY #1	190 SF
ELEVATOR LOBBY #2	200 SF
MEP	**104 SF**
TRASH #1	44 SF
TRASH #2	60 SF
BOH	**3,260 SF**
BOH #3	300 SF
STORAGE #1	970 SF
STORAGE #2	570 SF
STORAGE #3	1,420 SF
PARKING GARAGE	**36,900 SF**
# OF SPACES	92
UNIT	**11,250 SF**
# OF UNITS	16
TOTAL FLOOR PLATE SF	**25,631 SF**

EV&A

SCALE: 1/16" = 1'-0"

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THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 05

FP005

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FLOOR PLAN DATA

CIRCULATION	**3,680 SF**
CORRIDOR #1	950 SF
CORRIDOR #2	830 SF
CORRIDOR #3	1,510 SF
ELEVATOR LOBBY #1	190 SF
ELEVATOR LOBBY #2	200 SF
FITNESS CENTER	**2,150 SF**
POOL DECK	**10,239 SF**
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**32,470 SF**
# OF UNITS	57
TOTAL FLOOR PLATE SF	**63,997 SF**

SCALE: 1/16" = 1'-0"

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THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 06

FP006

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FLOOR PLAN DATA

CIRCULATION	**3,690 SF**
CORRIDOR #1	950 SF
CORRIDOR #2	830 SF
CORRIDOR #3	1,510 SF
ELEVATOR LOBBY #1	190 SF
ELEVATOR LOBBY #2	200 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**34,040 SF**
# OF UNITS	62
TOTAL FLOOR PLATE SF	**45,311 SF**

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EV&A

SCALE: 1/16" = 1'-0"

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THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 07

FP007



FLOOR PLAN DATA	
CIRCULATION	**2,410 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	1,400 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**24,370 SF**
# OF UNITS	41
TOTAL FLOOR PLATE SF	**31,039 SF**

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Planning

EV&A

SCALE: 1/16" = 1'-0"

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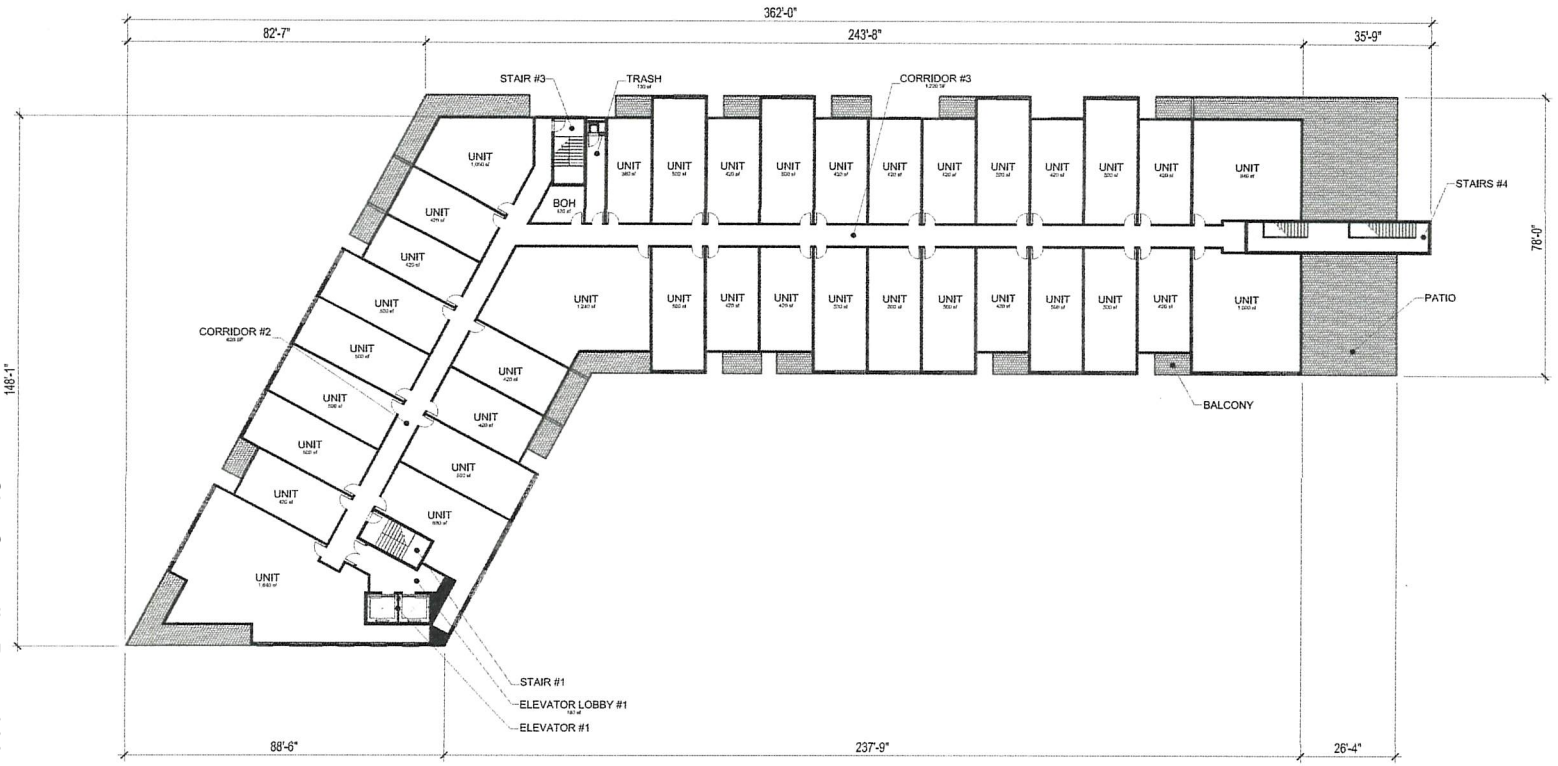
THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 08

FP008



FLOOR PLAN DATA

CIRCULATION	**2,230 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	1,220 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**20,610 SF**
# OF UNITS	37
TOTAL FLOOR PLATE SF	**29,026 SF**

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SCALE: 1/16" = 1'-0"

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THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 09

FP009



FLOOR PLAN DATA

CIRCULATION	**2,050 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	1,040 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**17,800 SF**
# OF UNITS	33
TOTAL FLOOR PLATE SF	**26,957 SF**

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EOT-75809

EV&A

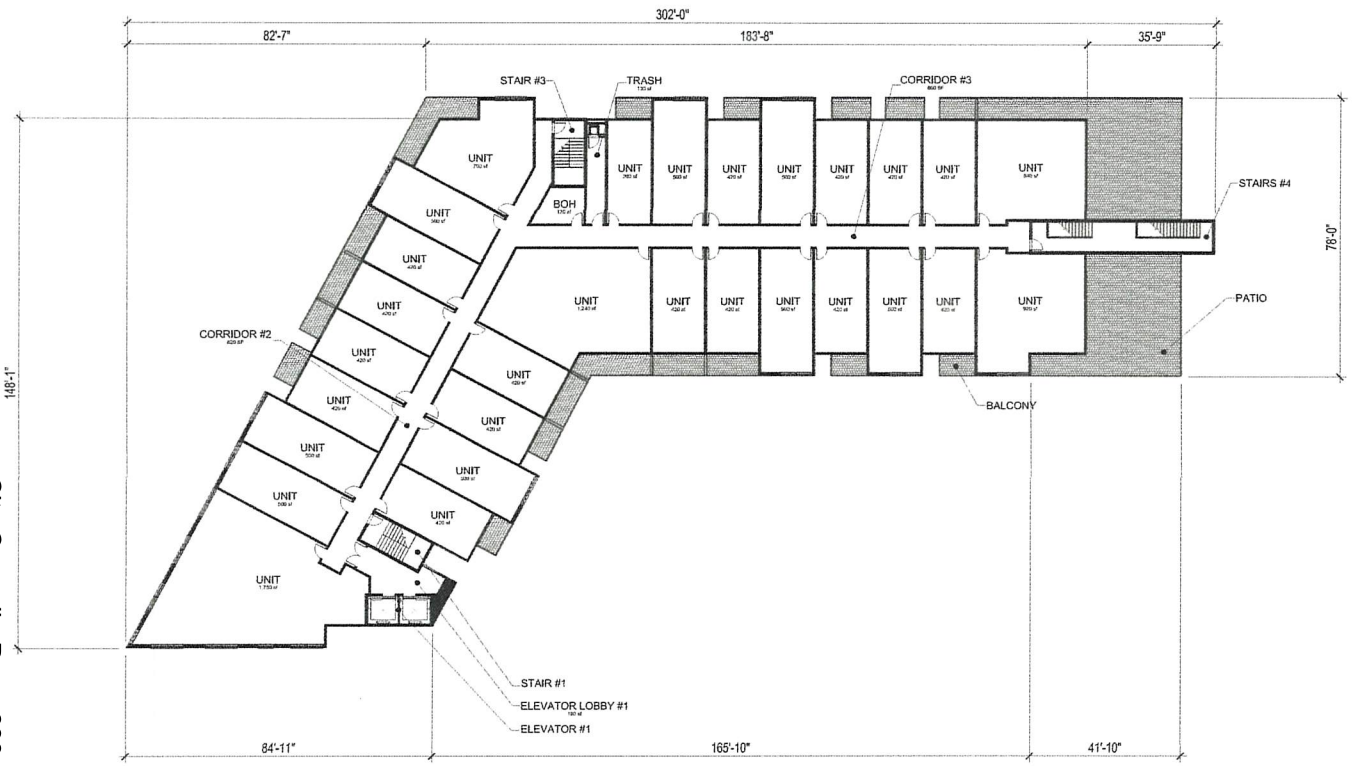
SCALE: 1/16" = 1'-0"

12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 10

FP010



FLOOR PLAN DATA	
CIRCULATION	**1,870 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	860 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**16,110 SF**
# OF UNITS	29
TOTAL FLOOR PLATE SF	**24,040 SF**

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EV&A

SCALE: 1/16" = 1'-0"

12.28.2016
20141141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 11

FP011



FLOOR PLAN DATA	
CIRCULATION	**1,690 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	680 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**14,270 SF**
# OF UNITS	25
TOTAL FLOOR PLATE SF	**21,787 SF**

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EOT-75809

EV&A

SCALE: 1/16" = 1'-0"

12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 12

FP012



FLOOR PLAN DATA	
CIRCULATION	**1,510 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	500 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**12,190 SF**
# OF UNITS	21
TOTAL FLOOR PLATE SF	**19,344 SF**

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EOT-75809

EV&A

SCALE: 1/16" = 1'-0"

12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 13

FP013



FLOOR PLAN DATA	
CIRCULATION	**1,450 SF**
CORRIDOR #2	820 SF
CORRIDOR #3	440 SF
ELEVATOR LOBBY #1	190 SF
MEP	**130 SF**
TRASH #1	130 SF
BOH	**120 SF**
BOH #3	120 SF
UNIT	**10,850 SF**
# OF UNITS	10
TOTAL FLOOR PLATE SF	**17,200 SF**

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EV&A

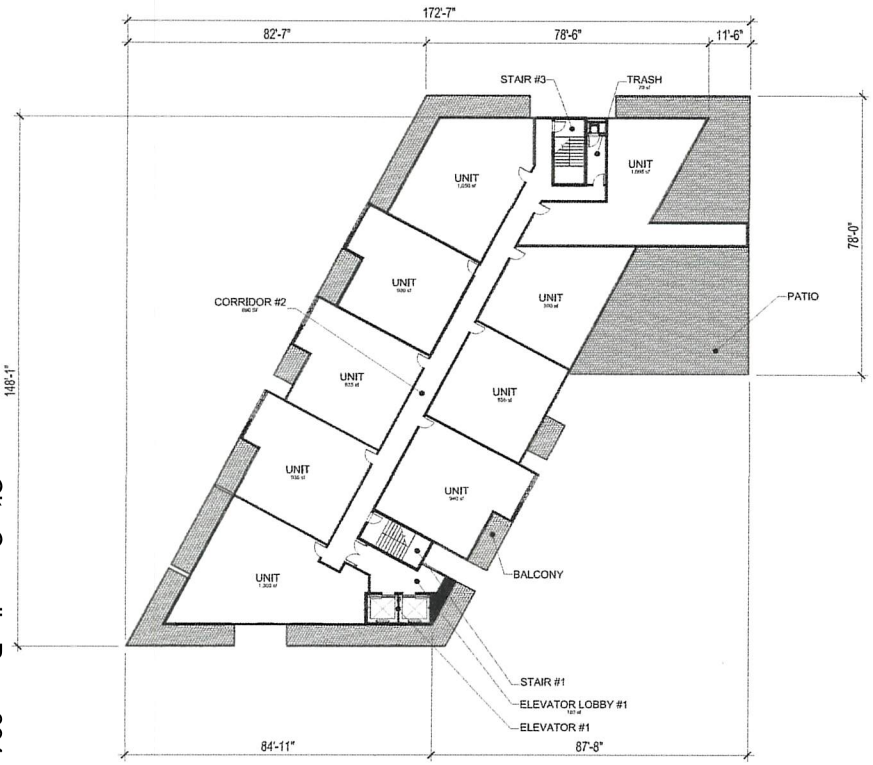
SCALE: 1/16" = 1'-0"

12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 14

FP014



FLOOR PLAN DATA	
CIRCULATION	1,080 SF
CORRIDOR #2	890 SF
ELEVATOR LOBBY #1	190 SF
MEP	70 SF
TRASH #1	70 SF
BOH	120 SF
BOH #3	120 SF
UNIT	8,890 SF
# OF UNITS	9
TOTAL FLOOR PLATE SF	14,904 SF

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SCALE: 1/16" = 1'-0"

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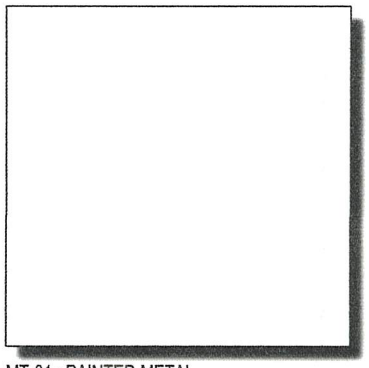
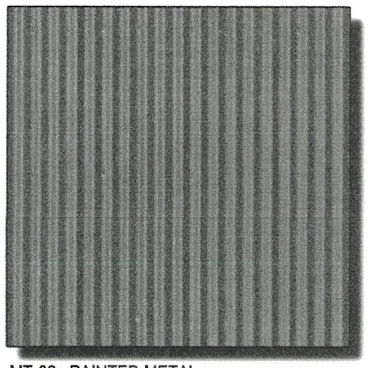
THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

FLOOR PLAN - LEVEL 15

FP015



MT-01 : PAINTED METAL



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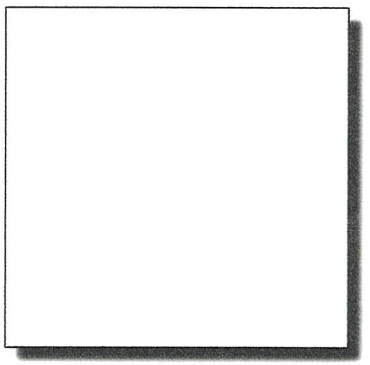
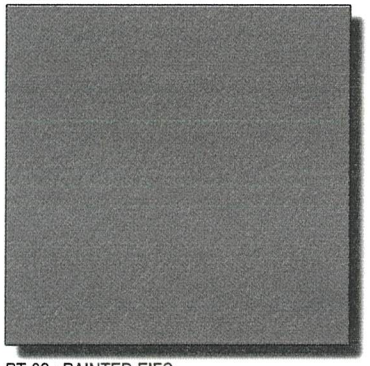


PT-01 : PAINTED EIFS



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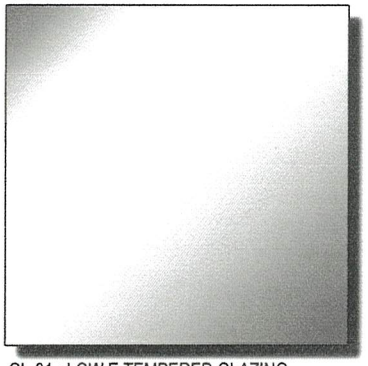
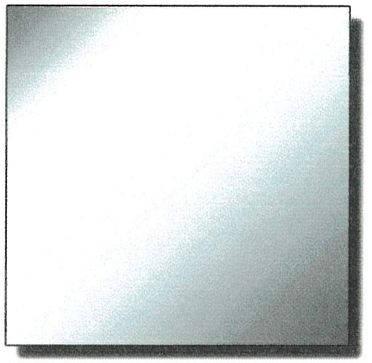
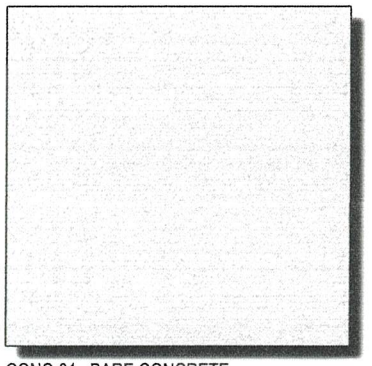


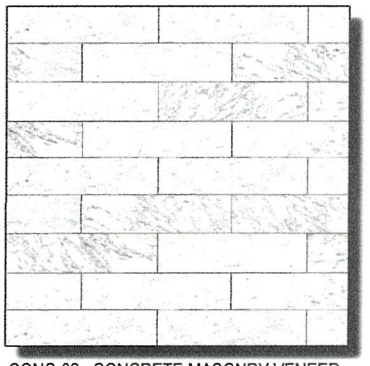
GL-01 : LOW E TEMPERED GLAZING



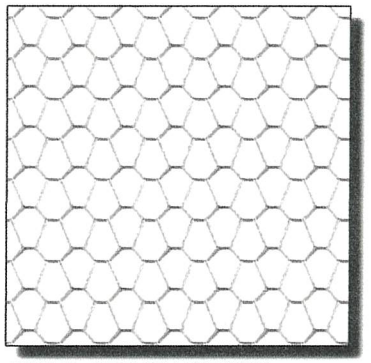
GL-02 : CLEAR GLASS GUARDRAIL



CONC-01 : BARE CONCRETE



CONC-02 : CONCRETE MASONRY VENEER



CONC-03 : OPEN CELL MASONRY

EV&A

SCALE: 1/16" = 1'-0"

12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

MATERIAL BOARD

MB001

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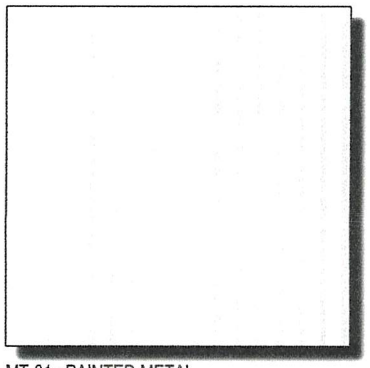
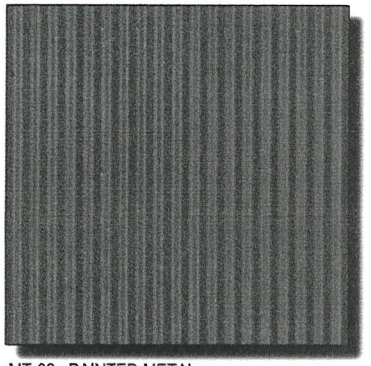
EOT-75809



MT-01 : PAINTED METAL



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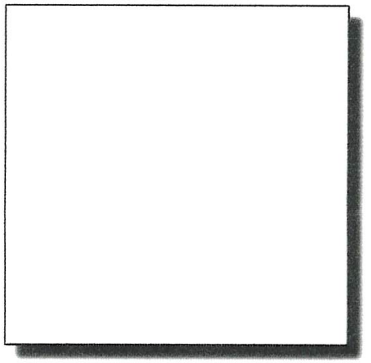
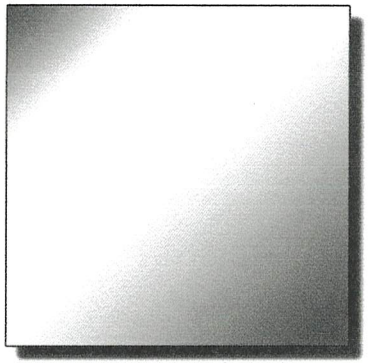


PT-01 : PAINTED EIFS



PT-02 : PAINTED EIFS



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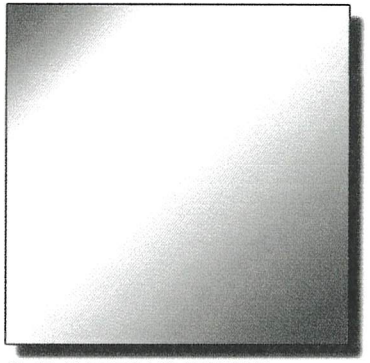
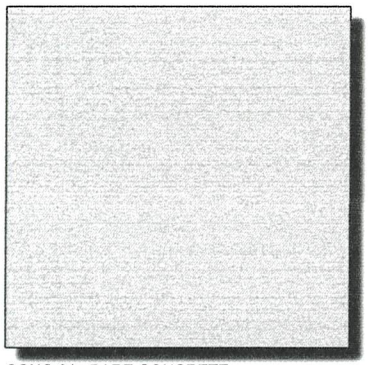


GL-02 : CLEAR GLASS GUARDRAIL



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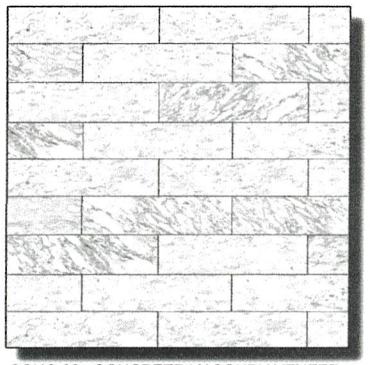
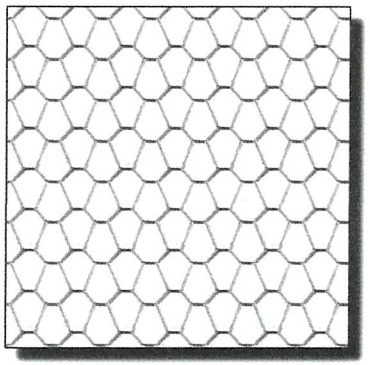


CONC-02 : CONCRETE MASONRY VENEER



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EV&A

SCALE: 1/16" = 1'-0"

12.28.2016
2014141

THUNDERBIRD LOFTS
LAS VEGAS, NEVADA

MATERIAL BOARD

MB001

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EOT-75809



EOT-75809 - APPLICANT/OWNER: 1215 S. LAS VEGAS BLVD, LLC, ET AL
1213 AND 1215 SOUTH LAS VEGAS BOULEVARD AND 516 PARK PASEO

03/28/19

<div style="text-align: center; font-size:10pt; font-family:Arial,Helvetica,sans-serif;">

City



EOT-75809 - APPLICANT/OWNER: 1215 S. LAS VEGAS BLVD, LLC, ET AL
1213 AND 1215 SOUTH LAS VEGAS BOULEVARD AND 516 PARK PASEO

03/28/19

City



EOT-75809 - APPLICANT/OWNER: 1215 S. LAS VEGAS BLVD, LLC, ET AL
1213 AND 1215 SOUTH LAS VEGAS BOULEVARD AND 516 PARK PASEO

03/28/19

Cit

CITY OF Las Vegas

April 20, 2017

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

DEPARTMENT OF PLANNING
Thomas A. Perrigo
Director

Ilan Gorodezi, Manager
1201 S. Las Vegas Blvd., LLC
9201 Wilshire Boulevard, Suite #202
Beverly Hills, California 90210

RE: SDR-68404 [PRJ-68241] - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-68403
CITY COUNCIL MEETING OF APRIL 19, 2017

Dear Mr. Gorodezi:

The City Council at a regular meeting held on April 19, 2017 voted to ***APPROVE*** a request for a Site Development Plan Review FOR A PROPOSED 15-STORY MIXED-USE DEVELOPMENT CONSISTING OF 370 RESIDENTIAL UNITS AND 16,060 SQUARE FEET OF RETAIL SPACE on 3.63 acres at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo (APNs 162-03-112-022, 028, 029 and 033), C-1 (Limited Commercial) and C-2 (General Commercial) Zones [PROPOSED: C-2 (General Commercial) Zone], Ward 3 (Coffin) [PRJ-68241].

This approval is subject to the following conditions:

Planning

1. There shall be a no right turn sign placed upon all access points from Park Paseo.

2. Twenty-foot tall trees shall be installed along the eastern property line of the subject site. Spacing of the trees shall comply with the Southern Nevada Regional Planning Coalition Recommended Best Practices for Urban Street Trees in Southern Nevada.

3. Trash room two as depicted on the floor plan shall not open to the eastern property line.

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.

DEVELOPMENT SERVICES CENTER
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301
702.474.0352 | FAX
TTY 711

cityoflasvegas
lasvegasnevada.gov

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5. All development shall be in conformance with the site and landscape plans date stamped 01/19/17, and building elevations date stamped 12/29/16, except as amended by conditions herein.

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. 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.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

11. 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.

12. Prospective buyers shall be informed that views may be obscured by future adjacent development and this information shall be included in project CC & R's.

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.

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Dept of Planning

14. All signage shall be in conformance with the requirements of Title 19.14 and the Las Vegas Boulevard Scenic Byway Overlay District.

15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. All egress movements from this site on to Park Paseo shall be limited to left turns only and no right turn signs shall be installed for the egress movements of the driveways on Park Paseo.

17. No construction traffic shall be allowed on Park Paseo east of this site or any of the adjacent residential streets.

18. 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.

19. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

20. Prior to the submittal of construction drawings, coordinate the design and construction of a relief sewer line with the Sanitary Sewer Section of the Department of Public Works. This relief sewer line shall be constructed concurrently with development of this site.

21. Contact the City Engineer's Office at 229-6272 to coordinate the development of this project with the "Las Vegas Boulevard, Stewart to Sahara" project, and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

22. All private improvements and landscaping 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.

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23. Submit a License Agreement for landscaping and private improvements in the Las Vegas Boulevard public right-of-way, if any, prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License 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 within the public right-of-way at the applicant's expense pursuant to the terms of the City's License 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 License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

24. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

25. 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.

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Department of Planning

The Notice of Final Action was filed with the Las Vegas City Clerk on April 20, 2017.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:PL:nl

cc:

Mr. Kevin Welch
EV&A Architects
900 S. Pavillion Center, Suite #180
Las Vegas, Nevada 89144

Naty Saidoff, Manager
Capital Foresight Golf & Fitness, LLC
9201 Wilshire Bouelvard, Suite #202
Beverly Hills, California 90210

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Department of Planning

1215 S. Las Vegas Blvd., LLC
1215 S. Las Vegas Boulevard
Las Vegas, NV 89104

January 30, 2019

City of Las Vegas
Planning & Development Department
333 North Rancho Drive
Las Vegas, NV 89106

Re: Letter of Justification – Request for an Extension of Time of SDR-68404 and ZON-68403

To Whom It May Concern:

On April 19, 2017, the City Council approved both a Site Development Plan, SDR-68404, and Rezoning, ZON-68403, for a 15-story Mixed-Use Development consisting of 370 residential units and 16,060 square feet of retail space on 3.63 acres at 1213 and 1215 South Las Vegas Boulevard and 516 Park Paseo (APN's 162-03-112-022, 028, 029 and 033). Notice of Final Action was filed April 20, 2017.

Since City Council's approval in April 2017, the economic climate in the Vegas Valley has been tremendous for commercial construction. Unfortunately, this construction "boom" has also made it difficult to locate qualified contractors for this project and the cost of construction has increased substantially. I have been working with the original architects, EV&A Architects, to reevaluate the design of the project.

I am requesting an additional two (2) year extension of time to develop this project.

Thank you for considering my request.

Respectfully,

Ilan Gorodezki
Manager

Enclosures

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Las Vegas
Department of Planning
EOT-75809

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
65

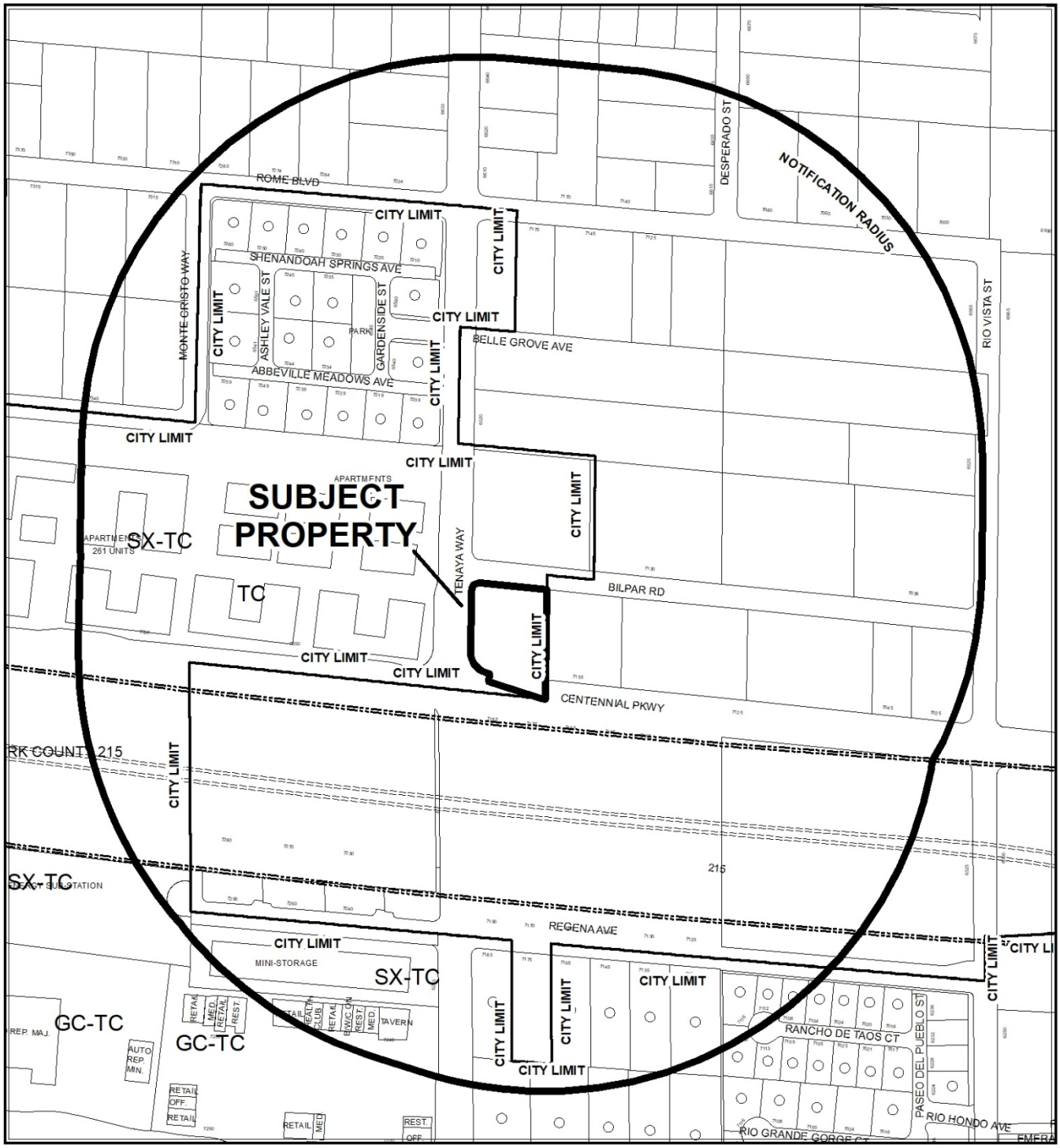
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
GPA-75230 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: FF SERIES HOLDINGS, LLC - OWNER: FF SERIES HOLDINGS, LLC AND MABUHAY COML INVEST 4, LLC - For possible action on a request for a General Plan Amendment FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) on 3.20 acres at the northeast and southeast corners of Bilpar Road and Tenaya Way (APNs 125-22-804-001 and 125-22-801-011), Ward 6 (Fiore) [PRJ-75178]. The Planning Commission failed to obtain a super majority vote which is tantamount to a recommendation of DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	8	Planning Commission Mtg.	0
City Council Meeting	5	City Council Meeting	0

RECOMMENDATION:
The Planning Commission failed to obtain a super majority vote which is tantamount to a recommendation of DENIAL. Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-75230, ZON-75231, and SDR-75238 [PRJ-75178]
3. Supporting Documentation - GPA-75230, ZON-75231 and SDR-75238 [PRJ-75178]
4. Photo(s) - GPA-75230, ZON-75231 and SDR-75238 [PRJ-75178]
5. Justification Letter - GPA-75230, ZON-75231 and SDR-75238 [PRJ-75178]
6. Protest Postcard - GPA-75230 and ZON-75231
7. Submitted after Final Agenda - Request to Table for GPA-75230, ZON-75231 and SDR-75238 [PRJ-75178]
8. Submitted at Meeting - Abeyance Request Letter for GPA-75230, ZON-75231 and SDR-75238 and Protest Postcards for GPA-75230 and ZON-75231 [PRJ-75178]
9. Backup Submitted at the February 26, 2019 Planning Commission Meeting
10. Backup Submitted at the January 22, 2019 Planning Commission Meeting



CASE: **GPA-75230 (PRJ-75178)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: O (OFFICE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)



0 290 580 Feet

CASE: **GPA-75230 (PRJ-75178)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: O (OFFICE)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: FF SERIES HOLDINGS, LLC - OWNER: FF SERIES HOLDINGS, LLC AND MABUHAY COML INVEST 4, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
The applicant is requesting to Withdraw Without Prejudice the following:		
VAR-75232	Staff recommends DENIAL, if approved subject to conditions:	GPA-75230 ZON-75231 VAR-75233
VAR-75233	Staff recommends DENIAL, if approved subject to conditions:	GPA-75230 ZON-75231 VAR-75232
VAR-75236	Staff recommends DENIAL, if approved subject to conditions:	GPA-75230 ZON-75231 VAR-75237
VAR-75237	Staff recommends DENIAL, if approved subject to conditions:	GPA-75230 ZON-75231 VAR-75236
SDR-75234	Staff recommends DENIAL, if approved subject to conditions:	GPA-75230 ZON-75231 VAR-75232 VAR-75233

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
GPA-75230	Staff recommends APPROVAL.	
ZON-75231	Staff recommends APPROVAL.	GPA-75230
SDR-75238	Staff recommends APPROVAL, subject to conditions:	GPA-75230 ZON-75231

NE

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 23

NOTICES MAILED
94 - GPA-75230 and ZON-75231
94 - VAR-75232 and VAR-75233
94 - SDR-75234
94 - VAR-75236 and VAR-75237
94 - SDR-75238

PROTESTS
8 - GPA-75230 and ZON-75231
8 - VAR-75232 and VAR-75233
8 - SDR-75234
8 - VAR-75236 and VAR-75237
7 - SDR-75238

APPROVALS
0 - GPA-75230 and ZON-75231
0 - VAR-75232 and VAR-75233
0 - SDR-75234
0 - VAR-75236 and VAR-75237
0 - SDR-75238

NE

** CONDITIONS **

SDR-75238 CONDITIONS

Planning

1. Drive through hours of operation will be restricted to the hours of 5am to 11pm.

2. Signage wil be installed on Bilpar Road to indicate left turn only.

3. Approval of General Plan Amendment (GPA-75230) and Rezoning (ZON-75231) shall be required, if 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. Upon final approval, Variance (VAR-68295), Variance (VAR-66498), and Site Development Plan Review (SDR-66499) shall be expunged.

6. A Waiver is hereby approved, to allow a portion of the south landscape buffer to be seven feet in width where 15 feet is required.

7. A Waiver is hereby approved, to allow a portion of the north landscape buffer to be 10 feet in width, where 15 feet is required.

8. An Exception is hereby approved, to allow zero trees within the south landscape buffer where one, 24-inch box tree is required every 20 feet on-center.

9. All development shall be in conformance with the site plan and building elevations date stamped 01/29/19 and landscape plan date stamped 02/04/19, except as amended by conditions herein.

10. A six to eight-foot tall screen wall with 20 percent contrasting material shall be constructed along the east property line.

11. 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.

12. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

NE

13. 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:
    - One, 36-inch box tree with four, 5-gallon shrubs for each required tree shall be planted every 20 linear feet within all landscape buffer areas.
    - One, 36-inch box tree with four, 5-gallon shrubs for each required tree shall be planted at the end of each row of parking spaces and within each landscape island within the parking lot area.
    - The landscape buffer areas adjacent to the drive through lane shall provide a berm for vehicular screening.

14. 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.

15. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

16. Dedicate 50-feet of right-of-way where such does not exist adjacent to this site for Centennial Parkway prior to the issuance of any permits. Additionally, grant a 5-foot Pedestrian Access Easement for a future detached sidewalk on Tenaya Way adjacent to this site prior to the issuance of any permit.

17. Construct all incomplete half-street improvements meeting Complete Street standards on Centennial Parkway and Bilpar Road concurrent with development of this site. The intersection design at Centennial Parkway and Tenaya Way shall include directional ramps. The final geometric design of Centennial Parkway and curb transitioning must be approved by the City Traffic Engineer prior to submittal of construction drawings for permitting. Install all appurtenant underground facilities, if any, adjacent to this site needed for the future traffic signal system concurrent with development of this site. Extend all required underground utilities, such as electrical, telephone, etc., located within public rights of-way, past the boundaries of this site prior to construction of hard surfacing (asphalt or concrete). All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

18. Correct all American's with Disabilities Act (ADA) deficiencies, if any, on the sidewalk along Tenaya Way and Centennial Parkway 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.

19. This site shall connect to the public sewer located in Bilpar Road.

20. Landscape and maintain all unimproved rights-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

21. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

22. Contact the City Engineer's Office at 702-229-6272 to coordinate the development of this project with the "Beltway Trail – Segment A" project and any other public improvement projects adjacent to this site. Comply with the recommendations of the City Engineer.

23. Submit a License Agreement for landscaping and private improvements in the Tenaya Way, Bilpar Road and Centennial Parkway 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 License 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 License 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 License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

24. 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.

25. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site. The same Traffic Impact Analysis may be used to satisfy SDR-75234.

26. 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 drainage ways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has proposed to construct a 7,350 square-foot building with a drive through lane on the southeast corner of Bilpar Road and Tenaya Way.

ISSUES

- **THIS REQUEST HAS BEEN AMENDED TO INCLUDE ONLY THE SOUTHEAST CORNER OF BILPAR ROAD AND TENAYA WAY (APN 125-22-804-001).**
- **A request to *Withdraw Without Prejudice* Variance (VAR-75232), Variance (VAR-75233), Variance (VAR-75236), Variance (VAR-75237) and Site Development Plan Review (SDR-75238) has been made by the applicant. Staff supports this request.**
- A General Plan Amendment is requested to amend the current designation from O (Office) to SC (Service Commercial) for APN 125-22-804-001. Staff supports this request.
- A request to rezone the subject site from O (Office) to C-1 (Limited Commercial) is requested for APN 125-22-804-001. Staff supports this request.
- A Waiver is requested to to allow a portion of the south landscape buffer to be seven feet in width and to allow a portion of the north landscape buffer to be 10 feet in width, where 15 feet is required for both. Staff supports this request as these requests represent the worst case scenario once the right-of-way widths and dedication are determined for both Bilpar Way and Centennial Parkway. The Department of Public Works has included Conditions of Approval to address the right-of-way requirements for both Centennial Parkway and Bilpar Road.
- An Exception is requested to allow zero trees within the southern landscape buffer adjacent to Centennial Parkway. Due to the Kern River Gas Transmission Line Easement that prohibits the planting of trees within this easement, staff supports the request.

ANALYSIS

General Plan Amendment

The 1.21 acre site located on the southeast corner of Bilpar Road and Tenaya Way (APN 125-22-804-001) is currently designated O (Office) which provides for small lot office conversions as a transition, along primary and secondary streets, from residential and commercial uses, and for large planned office areas. Permitted uses include business, professional and financial offices as well as offices for individuals, civic, social, fraternal and other non-profit organizations.

NE

The proposed Service Commercial category allows low to medium intensity retail, office or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. This category also includes offices either singly or grouped as office centers with professional and business services.

Adjacent to the east property line of the subject site is an existing single-family residence within the jurisdiction of Clark County. While the adjacent properties to the east are zoned R-E (Residence Estates), these properties east of the subject site adjacent to the south side of Bilpar Road have a future land use designation of OP (Office Professional). Staff finds the adjacent property north of the subject in conjunction with the properties east of the subject site all having a future land use designation of Office and Office Professional, respectively, provides an adequate transition from commercial to residential for the residential properties north of Bilpar Road; therefore, staff recommends approval of the General Plan Amendment.

Rezoning

The subject site is currently zoned O (Office) which 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. This district is used as a buffer between residential and more intense retail/commercial uses. The Office District is consistent with the Office category of the General Plan.

The applicant has proposed to rezone the subject sites from O (Office) to C-1 (Limited Commercial). This zoning district is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 District is consistent with the proposed Service Commercial category of the General Plan.

The Limited Commercial district is intended for intersections of primary and secondary thoroughfares and the periphery of residential neighborhoods, which this particular corner lot represents. Tenaya Way is a 95-foot wide Collector street that includes a deceleration lane as it approaches the intersection at Centennial Parkway, which is a Frontage Road for the Clark County 215 that ranges in width from 85 feet west of Tenaya Way to 47 feet east of Tenaya Way. The adjacent properties to the east are within the jurisdiction of Clark County with a future land use of OP (Office Professional). These *Office Professional* land use designated lots provide a buffer between the proposed Limited Commercial designation at the intersection and the residential neighborhoods that exist north of Bilpar Road.

Staff finds the proposed Limited Commercial zoning district at the northeast corner of Centennial Parkway and Tenaya Way is buffered from the existing residential neighborhood north of Bilpar Road by the lot on the northeast corner of Bilpar Road and Tenayay Way that is currently zoned Office, and the adjacent lots to the east currently designated as Professional Office by Clark County; therefore, staff is recommending approval of the requested rezoning.

Site Development Plan Review
The applicant is proposing to construct a 7,350 square-foot building with a drive through lane at the northeast corner of Centennial Parkway and Tenaya Way. The building itself is oriented to the northwest corner of the subject site, with a double drive-through lane that flows westwardly adjacent to Bilpar Road, curves around the building and exits south towards Centennial Parkway. The placement of the building is the result of the adjacent neighbor requesting the drive through to be located away from the residence to the east. The applicant is also providing a 10-foot wide landscape buffer adjacent to the eastern property line to provide an adequate landscape screen for the adjacent residence.

Right-of-way improvements have been completed adjacent to Tenaya Way, which will remain with the addition of a 15-foot wide landscape buffer adjacent to the existing sidewalk. Half-street improvements are required for Bilpar Road and in order to make the area more pedestrian friendly, the applicant has agreed to install a detached sidewalk with landscaping on both sides of the sidewalk. Conditions of Approval have been added to ensure the half street improvements, including the detached sidewalk is installed in accordance with Title 19 if possible. Centennial Parkway is partially complete, with the right-of-way installed with curb and gutter, but no sidewalk. A Condition of Approval has been added to address the necessary right-of-way improvements for Centennial Parkway as the applicant has also agreed to install a detached sidewalk adjacent to a portion of Centennial Parkway where possible. The Department of Public Works has included Conditions of Approval to ensure the proper right-of-way improvements are installed, including Complete Streets where possible.

A tenant has not been identified at this time and the parking has been generically calculated for a General Retail Store, Other Than Listed which requires one parking space for every 175 square feet. With a drive through lane proposed, it is possible for a restaurant type use to occupy a portion or the entire 7,350 square feet. Depending on the size of the restaurant use, and the amount of public seating, a parking Variance may be required at a later date as restaurant type uses require one parking space for every 50 feet of public areas, and one parking space for each 200 square feet dedicated to the back-of-house.

Along the southern edge of the subject site, exist an easement for the Kern River Gas Transmission Company. This easement prohibits the planting of trees and large shrubbery due to the possibility of plant roots disturbing the underground transmission line. The applicant is not able to plant shade trees within the landscape buffer adjacent to Centennial Parkway and an Exception is requested. Staff recommends approval of this Exception request.

The proposed development meets the minimum requirements set forth by Title 19 for setbacks, residential adjacency, parking, and vehicle stacking for a drive through lane; therefore, staff is recommending approval of the proposed development with conditions.

FINDINGS (GPA-75230)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The density and intensity of the proposed General Plan Amendment is compatible with the adjacent Office designation to the north, and the adjacent Office Professional designation to the east.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed Service Commercial designation allows the Limited Commercial zoning district, which is compatible with the adjacent Office zoning district to the north, and the Office Professional land use designation to the east.

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 adequate transportation and utility facilities to accommodate the uses permitted by the proposed Service Commercial designation.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed amendment conforms to the Las Vegas 2020 Master Plan, which intends for lots designated Service Commercial to serve local area patrons with low to medium intensity commercial uses and to be located on the periphery of residential neighborhoods.

FINDINGS (ZON-75231)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

NE

1. **The proposal conforms to the General Plan.**

   The proposed C-1 (Limited Commercial) zoning district conforms with the proposed SC (Service Commercial) land use designation if approved.

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.**

   Land uses permitted by right within the Limited Commercial zoning district include such uses as restaurants, dry cleaners, hair and nail salons, retail stores, and flower shops which are all geared towards servicing area residents.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Growth and development factors in the area indicate the appropriateness of the rezoning as the subject site is no longer suitable for residential use as it is located at the intersection of a collector street and a frontage road. The subject site is buffered from the existing residential land uses to the north by property either currently zoned Office or with a future land use designation for a Professional Office land use.

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.**

   As previously stated, the subject site is at the intersection of a Collector Street (Tenaya Way) and a frontage road for the Clark County 215 (Centennial Parkway) that provide adequate access to the subject site. Once constructed, Bilpar Road would be a 60-foot wide local street designed to accommodate local area traffic.

FINDINGS (SDR-75238)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with development in the area as it is single-story and meets the Residential Adjacency Standards set forth by Title 19.08.

NE

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development is consistent with the minimum development standards set forth by Title 19.08.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The proposed structure is positioned in the northwest corner of the subject site, with a double drive through lane that provides adequate vehicle stacking on the subject site. The proposed site design maximizes site circulation in order to prevent vehicle stacking from negatively impacting adjacent public right-of-ways.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building and landscape materials are appropriate for the area and the City as the building materials include painted exterior stucco walls with painted metal and weather resistant fabric canopies with *Chinese Pistache* trees and *Red Bird of Paradise* shrubbery.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed building elevations and design characteristics are not unsightly or undesirable, and create an orderly and aesthetically pleasing environment.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, the proposed development would be subject to building permit review as well as regular inspections during construction; thus, protecting the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/21/16	The City Council approved a request for a General Plan Amendment (GPA-66496) from R (Rural Density Residential) to SC (Service Commercial) on 1.21 acres at the northeast corner of Centennial Parkway and Tenaya Way. The request was amended from SC (Service Commercial) to O (Office) and was approved as such. The Planning Commission was unable to achieve a supermajority vote which tantamount a denial, and staff recommended denial.

NE

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/21/16	The City Council approved a request for a Rezoning (ZON-66497) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to C-1 (Limited Commercial). The request was amended from C-1 (Limited Commercial) to O (Office) and was approved as such. The Planning Commission recommended approval, and staff recommended denial.
02/14/17	The Planning Commission approved a request for a Variance (VAR-66498) to allow a ten-foot residential adjacency setback where 81 feet is required on 1.21 acres at the northeast corner of Centennial Parkway and Tenaya Way. The application was originally approved by Planning Commission on 11/01/16 and forwarded to City Council with the recommendation of approval from the Planning Commission on 12/21/16. The City Council remanded the application back to the Planning Commission on 02/14/17. Staff recommended denial.
	The Planning Commission approved a request for a Variance (VAR-68295) to allow 44 parking spaces where 49 parking spaces are required on 1.21 acres at the northeast corner of Centennial Parkway and Tenaya Way. Staff recommended denial.
	The Planning Commission approved a request for a Site Development Plan Review (SDR-66499) for a proposed 8,800 square-foot medical office development with Waivers to allow a zero-foot landscape buffer along the south perimeter, an 11-foot buffer along the north perimeter where 15 feet is required and to not orient the building to the corner where such is required on 1.21 acres at the northeast corner of Centennial Parkway and Tenaya Way. The application was originally approved by Planning Commission on 11/01/16 and forwarded to City Council with the recommendation of approval from the Planning Commission on 12/21/16. The City Council remanded the application back to the Planning Commission on 02/14/17. Staff recommended denial.
01/22/19	The Planning Commission approved a request to hold in abeyance General Plan Amendment (GPA-75230), Rezoning (ZON-75231), Variance (VAR-75232), Variance (VAR-75233), Variance (VAR-75236), Variance (VAR-75237), Site Development Plan Review (SDR-75234) and Site Development Plan Review (SDR-75238) for a proposed commercial development on 3.20 acres at the northeast and southeast corners of Bilpar Road and Tenaya Way.
02/26/19	The Planning Commission unanimously voted to recommend APPROVAL on the following requests: • General Plan Amendment (GPA-75230) FROM: O (OFFICE) TO: SC (SERVICE COMMERCIAL) • Rezoning (ZON-75231) FROM: O (OFFICE) TO: C-1 (LIMITED COMMERCIAL) on 3.20 acres at the northeast and southeast corner of Bilpar Road and Tenaya Way (APNs 125-22-804-001 and 125-22-801-011), Ward 6 (Fiore) [PRJ-75178].

NE

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/26/19	The Planning Commission accepted the applicant's request to withdraw the following applications for Variances (VAR-75232, VAR-75233, VAR-75233, VAR-75236 and VAR-75237) and Site Development Plan Reviews (SDR-75238 and SDR-75234).
03/20/19	The City Council voted to hold the following related applications (GPA-75230, ZON-75231 and SDR-75238) in abeyance to the May 1, 2019 City Council meeting.

Most Recent Change of Ownership	
10/26/04	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits or business licenses for the subject site.

Pre-Application Meeting	
11/21/18	Staff conducted a pre-application meeting where the submittal requirements for a General Plan Amendment, Rezoning, multiple Variances, and two Site Development Plan Reviews were discussed.
01/24/19	Staff conducted a follow-up pre-application meeting to discuss the revisions for the southeast corner and removing the northeast corner from the proposal.

Neighborhood Meeting	
01/07/19	Date: 01/07/19 Time: 6:30 p.m. Attendees: • The developer and their representative. • One member of staff from the Planning Department. • Approximately 40 members of the public (neighbors). Results: • The adjacent property owner north and east of the subject sites are Clark County residents with rural horse properties who do not want any more commercial development in that area. They feel even though the development is unwanted, it is being "crammed down their throats." • The neighbors do not appreciate the increase in traffic, especially around Bilpar Road. Since the construction of the apartments, the area has become very dangerous. The residents stated they have seen multiple car accidents within this immediate area. There is a bus stop for school aged children and people who still walk/ride their horses in the area. The area has become very dangerous for both with the increased traffic.

NE

Neighborhood Meeting	
01/07/19	• These neighbors also pointed out the fact that there is vacant commercial property currently for lease within the Vons Shopping Center and other shopping centers within the immediate area as well, more vacant commercial property is not needed nor wanted. • The residents are afraid Bilpar Road will become a "cut-through" or "turn around" point for patrons utilizing the proposed daycare. The residents would like to see Bilpar Road either privatized, and blocked off someway from vehicular traffic. One residents who operates a horse boarding facility behind the subject sites is afraid of the increased vehicular traffic on Bilpar Road and possible collisions with her horses and boarders. • The neighbors are very distrustful of both developers and the elected officials as they are continuously promised elements of design that are never produced. They pointed out the Vons Shopping Center was supposed to have a "green space" element that was never constructed, and the apartments complex was supposed to have mature landscaping that was never installed, the trees installed are small and will take ten years to mature and provide the buffer they asked for. • The neighbors, especially in Lamplight adjacent to the apartment complex complained of increased crime since the increase in development in the area. Cars are regularly broken into and their gated entry is also used as a turn-around for vehicular traffic who have missed the entrance to the apartment complex and have damaged their landscaping, signs, and gate while turning around that ultimately the homeowners pay for through their Home Owners Association. • The neighbors feel there is enough commercial services between the Vons shopping center to the west, and the shopping center to the south at Azure, they do not need nor want any more commercial development and they want their area to remain residential. • Concern was also raised over a drive-through lane being positioned directly adjacent to an existing residence and that the lighting and noise from the "squawk box" will be a constant disturbance to that neighbor and neighborhood since most drive-through restaurants remain open late at night. • The neighbors stated they specifically moved out there to enjoy a quiet peaceful way of life and they do not mind driving extra distances to obtain services.

Neighborhood Meeting	
01/07/19	Some of the neighbors did agree that if the commercial development was going to be approved, to at least make it single story and more "residential" in appearance and to not have a drive-through lane. They wanted the development to blend as best as possible with the existing rural horse properties and to not disturb the neighborhood. Some mentioned a "Jones Feed" type store would be the type of commercial that would be compatible with the area.

Field Check	
12/13/18	Staff performed a routine field check and observed both undeveloped sites. Nothing of concern was noted by staff during the visit.

Details of Application Request	
Site Area	
Gross Acres	1.21

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	O (Office)	O (Office)
North	Undeveloped	O (Office)	O (Office)
South	CC 215	Right-of-Way	Right-of-Way
East	Single Family, Detached	OP (Office Professional) Clark County	R-E (Residence Estates) Clark County
West	Multi-Family	TC (Town Center)	T-C (Town Center)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Centennial Hills Sector Plan	Y
Northwest Open Space Plan	Y
Trails – Multi-Use Non-Equestrian	Y*
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	Y
Project of Regional Significance	Y

**This trail has been relocated to the south side of Centennial Parkway.*

NE

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	192 Feet	Y
Min. Setbacks			
• Front	10 Feet	78 Feet	Y
• Side	10 Feet	90 Feet	Y
• Corner	10 Feet	31 Feet	Y
• Rear	20 Feet	38 Feet	Y
Max. Lot Coverage	50 %	14 %	Y
Max. Building Height	31 Feet*	29 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	By Condition	
Mech. Equipment	Screened	By Condition	

**Maximum building height is determined by residential adjacency standards.*

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	87 Feet	95 Feet	Y
Trash Enclosure	50 Feet	118 Feet	Y

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:		By Condition		
• North	1 Tree / 20 Linear Feet			
• South	1 Tree / 20 Linear Feet			
• East	1 Tree / 20 Linear Feet			
• West	1 Tree / 20 Linear Feet			
TOTAL PERIMETER TREES		**By Condition***		
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	13 Trees	By Condition	By Condition

NE

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		15 Feet	Y*
• South	15 Feet		15 Feet	Y*
• East	8 Feet		10 Feet	Y*
• West	15 Feet		15 Feet	Y*
Wall Height	6 to 8 Feet Adjacent to Residential		By Condition	By Condition

**The applicant has proposed to construct a detached sidewalk in support of the Complete Streets initiative. Conditions of Approval have been added for the applicant to coordinate with staff to ensure the landscape buffers are adequate in size and trees are planted every twenty linear feet on center.*

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Tenaya Way	Collector Street	Master Plan of Streets and Highways	80	Y
Centennial Parkway	Frontage Street	Master Plan of Streets and Highways	60	Y*
Bilpar Road	Local Street	Title 13	60	N*

**If approved, half-street improvements including sidewalk are required adjacent to the subject site.*

NE

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
General Retail Use, Other Than Listed	7,350 SF	1:175	42				
Drive Through		No additional parking required beyond principal use.					
TOTAL SPACES REQUIRED			42		42		Y
Regular and Handicap Spaces Required			40	2	40	2	Y
Loading Spaces	7,350 SF	Less Than 10,000 SF	1		1		Y

The subject site is proposed as a General Retail, Other than Listed land use, which has a parking ratio of one parking space for every 175 square feet of gross floor area. The site plan demonstrates a drive through lane, which is usually found with a restaurant type land use. If a restaurant, use is later proposed for the subject site, a second parking Variance may be required as parking for a Restaurant use is more intense than a General Retail land use depending on the size of public seating area and back-of-house area proposed.

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 15-foot wide landscape buffer adjacent to right-of-way.	To allow a portion of the south landscape buffer to be seven feet in width.	Approval*
	To allow a portion of the north landscape buffer to be 10 feet in width.	Approval*

**The applicant has proposed detached sidewalks with landscaping on both sides for both the Centennial Parkway and Bilpar Road right-of-way. Future right-of-way alignment will need to be coordinated with Clark County, which may or may not prevent the installation of a detached sidewalk. Staff is recommending approval of the above Waivers as the amount of right-of-way to be dedicated by the applicant may change at the time of construction, thereby affecting the width of the landscape buffer widths adjacent to these right-of-ways. These Waiver requests represent the more stringent of the right-of-way improvements in regards to the proposed landscape buffer widths.*

NE

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One, 24-inch box shade tree planted every 20 linear feet on-center within the south landscape buffer.	To allow zero trees within the southern landscape buffer adjacent to Centennial Parkway.	Approval*

**Due to an existing Kern River Gas Transmission Company easement, the applicant is unable to plant landscape materials with a root depth greater than one-foot along the southern perimeter of the subject site.*

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: PRJ75178 APN: 125-22-801-011

Name of Property Owner: F F Series Holdings

Name of Applicant: F F Series Holdings

Name of Representative: Brown, Brown and Premsrirut

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: Farus Farmanali

Print Name: FARUS FARMANALI

Subscribed and sworn before me

This 30th day of November, 2018

Notary Public in and for said County and State

TAMANA KOHISTANI NOTARY PUBLIC STATE OF TEXAS NOTARY ID 12931977-1 MY COMM. EXP. 03-20-2021

PRJ-75178
12/04/18

Revised 03/28/16

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: PRJ75178 APN: 125-22-804-001

Name of Property Owner: Mabuhay Commercial Investment 4 LLC

Name of Applicant: ~~Mabuhay Commercial Investment 4 LLC~~ FF SERIES HOLDINGS (LLC)

Name of Representative: Brown, Brown and Premsrirut

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: Farus Farmanali

Print Name: FARUS FARMANALI

Subscribed and sworn before me

This 3rd day of December 2018

Notary Public in and for said County and State

TAMANA KOHISTANI NOTARY PUBLIC STATE OF TEXAS NOTARY ID 129319774 MY COMM. EXP. 03-20-2021

Revised 03/28/16

PRJ-75178
12/04/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA, REZONE, SDR with waivers

Project Address (Location) NEC Bilpar and Tenaya

Project Name Bilpar and Tenaya **Proposed Use** service comm

Assessor's Parcel #(s) 125-22-801-011 **Ward #** (6) Fiore

General Plan: existing O proposed SC **Zoning:** existing O proposed C-1

Commercial Square Footage 20,000 SF **Floor Area Ratio** .23

Gross Acres 2.0 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER F F Series Holdings, LLC. **Contact** Farus Farmanali

Address 9992 Catalina Canyon Avenue **Phone:** (702) 373-2993 **Fax:** _____

City Las Vegas **State** NV **Zip** 89147

E-mail Address farus@qafinvestments.com

APPLICANT F F Series Holdings, LLC. **Contact** Farus Farmanali

Address 9992 Catalina Canyon Avenue **Phone:** (702) 373-2993 **Fax:** _____

City Las Vegas **State** NV **Zip** 89147

E-mail Address farus@qafinvestments.com

REPRESENTATIVE Brown, Brown and Premsrirut **Contact** Lora Dreja

Address 520 South 4th Street **Phone:** (702) 598-1408 **Fax:** (702) 385-1023

City Las Vegas **State** NV **Zip** 89101

E-mail Address lora@brownlawlv.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* Farus Farmanali

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name FARUS FARMANALI

Subscribed and sworn before me

This 3rd day of December 20 18

Notary Public in and for said County and State

TAMANA ROHISTANI NOTARY PUBLIC STATE OF TEXAS EXP. 03-20-2021

FOR DEPARTMENT USE ONLY

Case #
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-75178 12/04/18

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA, REZONE, SDR with waivers

Project Address (Location) SEC Bilpar and Tenaya

Project Name Bilpar and Tenaya **Proposed Use** service comm

Assessor's Parcel #(s) 125-22-804-001 **Ward #** (6) Fiore

General Plan: existing O proposed SC **Zoning:** existing O proposed C-1

Commercial Square Footage 7,200 **Floor Area Ratio** .14

Gross Acres 1.21 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Mabuhay Commercial Investment **Contact** Farus Farmanali

Address 9992 Catalina Canyon Avenue **Phone:** (702) 373-2993 **Fax:** _____

City Las Vegas **State** NV **Zip** 89147

E-mail Address farus@qafinvestments.com

LLC

APPLICANT F F SERIES HOLDINGS **Contact** Farus Farmanali

Address 9992 Catalina Canyon Avenue **Phone:** (702) 373-2993 **Fax:** _____

City Las Vegas **State** NV **Zip** 89147

E-mail Address Farus@qafinvestments.com

REPRESENTATIVE Brown, Brown and Premsrirut **Contact** Lora Dreja

Address 520 South 4th Street **Phone:** (702) 598-1408 **Fax:** (702) 385-1023

City Las Vegas **State** NV **Zip** 89101

E-mail Address lora@brownlawlv.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* Farus Farmanali

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name FARUS FARMANALI

Subscribed and sworn before me

This 3rd day of December, 2018.

TATIANA KOHISTANI
NOTARY PUBLIC
STATE OF TEXAS
NOTARY ID 129319771
MY COMM. EXP. 03-20-2021

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

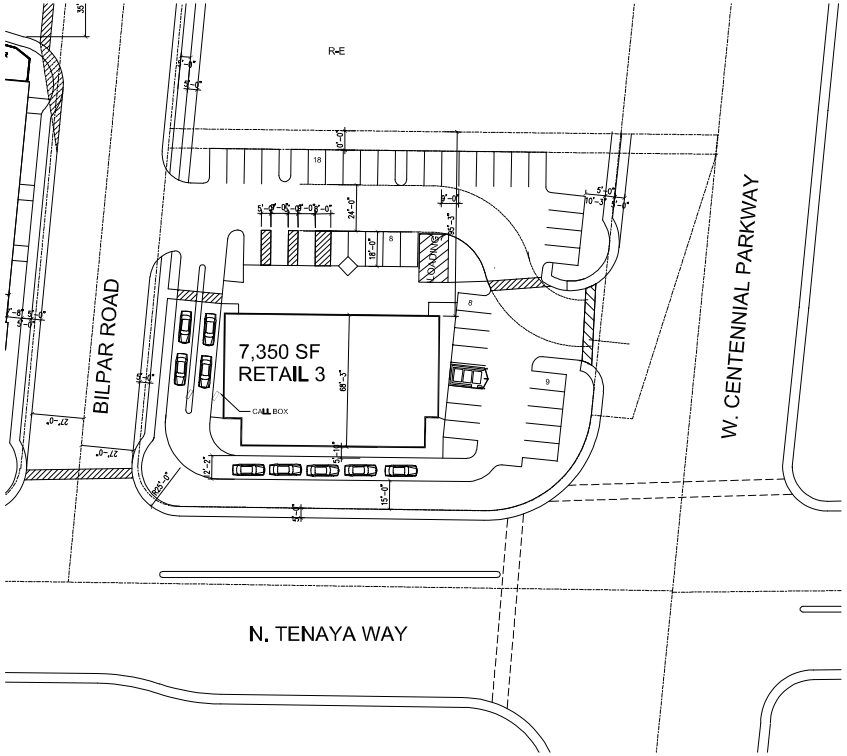
Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

*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-75178
12/04/18

Revised 10/27/08

f:\depot\Application Packet\Application Form.pdf



PROJECT DATA

GROSS SITE:	1.2 A.C.
EXISTING ZONING:	O
PROPOSED ZONING:	C-1
APN:	12522804001

BUILDING AREA

RETAIL 3:	7,350 SF
OVER-ALL TOTAL BUILDING AREA	**7,350 SF**

PARKING ANALYSIS

PARKING REQUIRED:

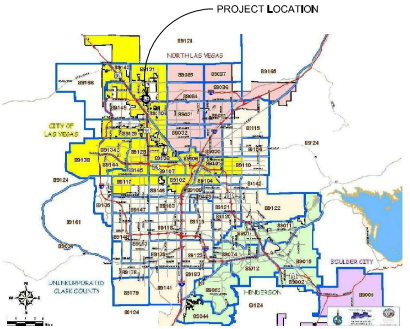
RETAIL: 1/175 SF

RETAIL 3:	42 CARS
TOTAL PARKING REQUIRED:	42 CARS

PARKING PROVIDED:

TOTAL ON-SITE PARKING PROVIDED	40 CARS
HANDICAP PARKING PROVIDED	2 CARS
TOTAL PARKING PROVIDED:	**42 CARS**

BUILDING COVERAGE:	14.2%
FAR:	0.142



1 SITE PLAN
1" = 30'-0"

N

YIHONG LIU + ASSOCIATES
ARCHITECTURE PLANNING INTERIOR

1669 HORIZON RIDGE PARKWAY
SUITE 120
HENDERSON, NV 89012
702-776-8711
702-946-0933 - FAX

TENAYA & CENTENNIAL RETAIL

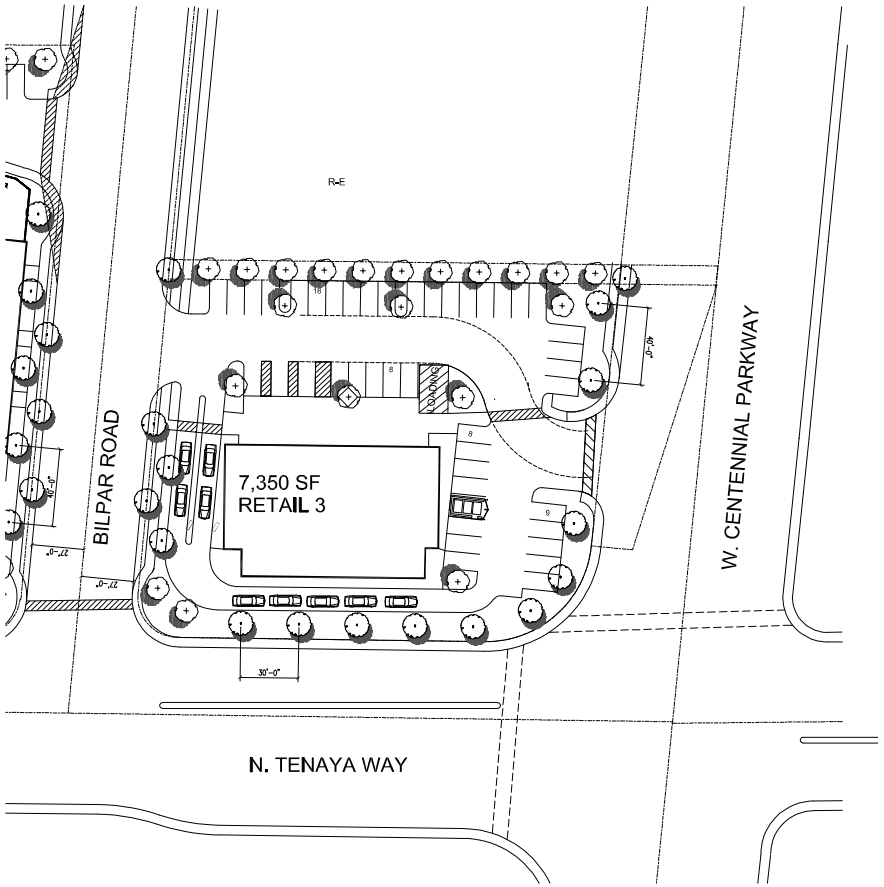
City of Las Vegas, Nevada

AS01
SITE PLAN

PRJ-75178
01/29/19

11/15/18

SCALE 1" = 30'-0"



TREE LEGEND

SYM.	BOTANICAL/COMMON NAME	SIZE	COMMENTS
	PISTACHIA CHINENSIS CHINESE PISTACHE	36" BOX, AT BLDG. 24" BOX	STD., D.S.
	ELAEOCARPUS DECIPIENS JAPANESE BLUEBERRY	24" BOX	STD., D.S.

SHRUB LEGEND

SYM.	BOTANICAL/COMMON NAME	SIZE	COMMENTS
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GAL	72" O.C.
	CASSIA NEMOPHILA CASSIA	5 GAL	60" O.C.
	COTONEASTER GLAUCOPHYLLUS BRIGHT BEAD COTONEASTER	5 GAL	42" O.C.
	ELAEAGNUS PUNGENS SILVERBERRY	5 GAL	48" O.C.
	HESPERALOE PARVIFLORA RED YUCCA	5 GAL	36" O.C.
	LEUCOPHYLLUM F. 'COMPACTA' DWARF TEXAS RANGER	5 GAL	30" O.C.
	LEUCOPHYLLUM F. 'GREEN CLOUD' GREEN CLOUD TEXAS RANGER	5 GAL	48" O.C.
	MUHLENBERGIA C. 'REGAL MIST' REGAL MIST	5 GAL	36" O.C.
	MUHLENBERGIA RIGENS DEER GRASS	5 GAL	36" O.C.
	PENNISETUM SETACEUM 'CUPREUM' PURPLE FOUNTAIN GRASS	5 GAL	36" O.C.
	SALVIA GREGGII AUTUMN SAGE	5 GAL	24" O.C.

GROUND COVER / ACCENT PLANT LEGEND

SYM.	BOTANICAL/COMMON NAME	SIZE	COMMENTS
	ACACIA R. 'DESERT CARPET' CREEPING ACACIA	1 GAL	54" O.C., PLANT 54" BACK OF CURBS AND WALKS
	DALEA CAPITATA 'SIERRA GOLD' SIERRA GOLD DALEA	1 GAL	30" O.C., PLANT 30" BACK OF CURBS AND WALKS
	LANTANA CAMARA 'NEW GOLD' NEW GOLD LANTANA	1 GAL	30" O.C., PLANT 30" BACK OF CURBS AND WALKS
	ROSMARINUS O. 'PROSTRATUS' DWARF ROSEMARY	1 GAL	36" O.C., PLANT 36" BACK OF CURBS AND WALKS

ROCK MULCH

APPLY A 2" DEEP LAYER OF 3/4" SIZE SCREENED "PALOMINO TAN" ROCK MULCH IN ALL PLANTING AREAS. THE CONTRACTOR SHALL SUBMIT A SAMPLE OF THE ROCK MULCH TO THE LANDSCAPE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION. THERE ARE TO BE NO BARE AREAS WITHOUT ROCK MULCH. TOP OF ROCK MULCH SHALL BE 1" BELOW FINISH SURFACE OF ADJACENT PAVING.

ALL SLOPES 2-1/2:1 OR GREATER SHALL HAVE 2" TO 4" ROCK TO MATCH THE "PALOMINO TAN" ROCK SOURCE.

1 LANDSCAPE PLAN
1" = 30'-0"

N

City Council - Page 734

YIHONG LIU + ASSOCIATES
ARCHITECTURE PLANNING INTERIOR

1669 HORIZON RIDGE PARKWAY
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HENDERSON, NV 89012
702-776-8711
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TENAYA & CENTENNIAL RETAIL

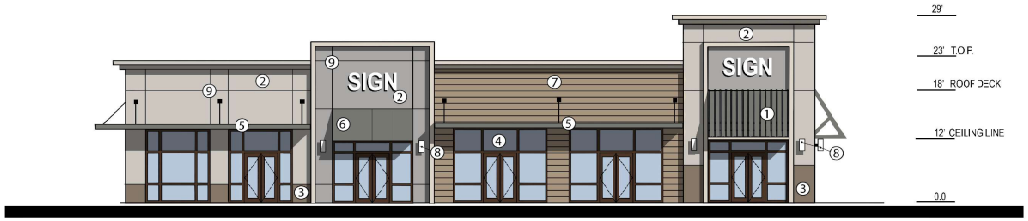
City of Las Vegas, Nevada

AS01
LANDSCAPE PLAN

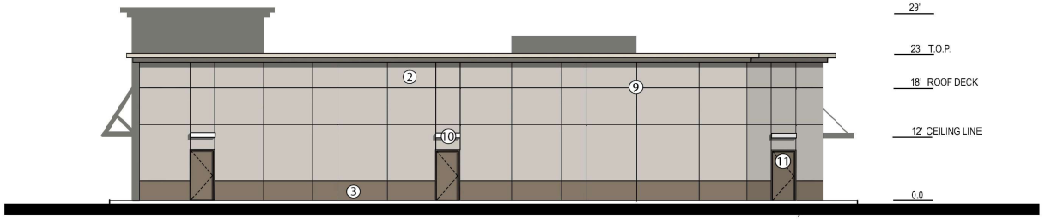
PRJ-75178
02/04/19

11/15/18

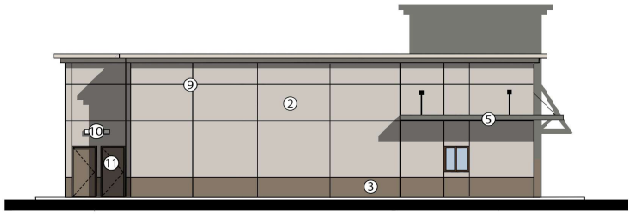
SCALE 1" = 30'-0"



WEST ELEVATION



EAST ELEVATION



NORTH ELEVATION



SOUTH ELEVATION

RETAIL 3



KEY PLAN

N

LEGEND

① - STANDING SEAM METAL ROOF/CANOPY
② - PAINTED EXTERIOR STUCCO WALLS
③ - EXTERIOR STUCCO WALLS, BASES AND SOFFITS PAINTED DET 695 - GRANGE HALL
④ - CLEAR DOUBLE GLAZED ON DARK BRONZE ANODIZED ALUMINUM FRAMING SYSTEM
⑤ - PAINTED METAL CANOPY AND SUPPORT DET 613 - COAL MINER
⑥ - WEATHER RESISTANT FABRIC CANOPY TO MATCH DET 613 - COAL MINER COLOR ON METAL FRAME AND SUPPORT
⑦ - PAINTED FIBER CEMENT EXTERIOR WALL SIDINGS
⑧ - SCONCE
⑨ - CONTROL JOINT (REVEAL)
⑩ - OVERHEAD LIGHTING FIXTURE
⑪ - PAINTED HOLLOW METAL DOOR & FRAME DET 695 - GRANGE HALL

COLOR CODE

- FR-CI 1270W NATURAL
- DEW 382- FADED GRAY
- DE 6346 - SILVER SPRINGS
- DE 6123 - TRAIL DUST
- DET 695 - GRANGE HALL
- DET 613 - COAL MINER

0 10' 20' 40'

YIHONG LIU + ASSOCIATES
1669 HORIZON RIDGE PARKWAY,
SUITE 120,
HENDERSON, NV 89012
702. 778.8711
702.946.0933

TENAYA, CENTENNIAL AND BILPAR RETAIL
LAS VEGAS, NV

ELEVATIONS
PRJ-75178
01/29/19
DATE:
SCALE:



GPA-75230 [PRJ-75178] - GENERAL PLAN AMENDMENT RELATED TO ZON-75231 - APPLICANT: FF SERIES HOLDINGS, LLC - OWNER: FF SERIES HOLDINGS, LLC AND MABUHAY COML INVEST 4, LLC
SOUTHEAST CORNERS OF BILPAR ROAD AND TENAYA WAY

12/13/18

Cit



GPA-75230 [PRJ-75178] - GENERAL PLAN AMENDMENT RELATED TO ZON-75231 - APPLICANT: FF SERIES HOLDINGS, LLC - OWNER: FF SERIES HOLDINGS, LLC AND MABUHAY COML INVEST 4, LLC
SOUTHEAST CORNERS OF BILPAR ROAD AND TENAYA WAY

12/13/18

Cit



GPA-75230 [PRJ-75178] - GENERAL PLAN AMENDMENT RELATED TO ZON-75231 - APPLICANT: FF SERIES HOLDINGS, LLC - OWNER: FF SERIES HOLDINGS, LLC AND MABUHAY COML INVEST 4, LLC
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12/13/18

Cit



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SOUTHEAST CORNERS OF BILPAR ROAD AND TENAYA WAY

12/13/18



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SOUTHEAST CORNERS OF BILPAR ROAD AND TENAYA WAY

12/13/18

Cit



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SOUTHEAST CORNERS OF BILPAR ROAD AND TENAYA WAY

12/13/18

Cit

LAW OFFICE
Brown, Brown & Premsrirut
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520
TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

November 30, 2018

City of Las Vegas Planning and Zoning
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: GPA to change parcels designated for office to C-1 125-22-804-001 etc.

Dear Sir/Madam;

The applicant owns parcels at the NEC and SEC of Tenaya and Bilpar alignment. Currently the parcels are zoned office. The applicant requests consideration to redesignate the parcels to neighborhood commercial (C-1). The parcels were previously approved for an emergency medical facility and a day care.

With the development of the multi-family apartments just to the West and the single-family residential homes just to the North of the subject properties, it has changed the landscape of the overall masterplan of this section. The demand for neighborhood retail services has increased over the period of 20 years and we believe the need for these types of services will be a complement to the local community members.

The Applicant held an informal neighborhood meeting per the request of Councilwoman Fiore. During the neighborhood meeting, the Applicant met with the neighbors individually to better understand and identify how the local commercial development can be a complement to their standard of living and quality of life. A majority of the neighbors who were present at the meeting agreed that the surrounding neighborhood has changed over time and that the subject parcels would not remain Rural Estate (RE). A second take-away was that a fueling station that operates twenty four hours a day was not acceptable. The neighbors were open to hear more from the Applicant on various design standards and potential uses that could be developed at these subject parcels.

The remainder of the conversation deliberated office uses bring in traffic and typically close at 6 PM versus uses that are patronized by the neighborhood. Therefore, we respectfully and humbly for the abovementioned factors, request consideration for the GPA application for C-1 zoning.

Per the site plan, and sidewalk cross sections, the buildings are placed and will be used as a service commercial easily accessible for the existing housing within a 1000 foot radius.

PRJ-75178
12/04/18

LAW OFFICE
Brown, Brown & Premsrirut
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

Please phone me if you have considerations or suggestions.

Respectfully,

Lora Dreja
Land Entitlements
(702) 598-1408

PRJ-75178
12/04/18

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 MAR 20 A 11:03

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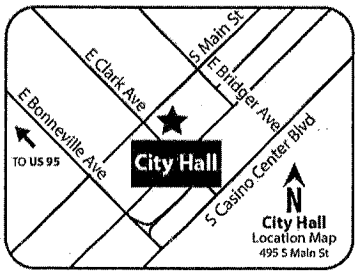

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75230 and ZON-75231 [PRJ-75178]
City Council Meeting of **3/20/2019**

Case: GPA-75230 AND ZON-75231
12522410016
BERKABILE STEVEN D & JULIETTE M
7209 ABBEVILLE MEADOWS AVE
LAS VEGAS NV 89131

129 LRDFNP1 89131

LAW OFFICE

Brown, Brown & Premsrirut

AN ASSOCIATION OF PROFESSIONAL CORPORATIONS

JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT

520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520

TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

April 25, 2019

City of Las Vegas Planning and Zoning
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: (PRJ 75178) Request to table items 65-67 From May 1, 2019 City Council Hearing

Dear Ms. Eddowes;

The above mentioned GPA and companion items are scheduled to be heard at the May 1, City Council hearing. We have received direction to specify the businesses that have made a commitment to lease the proposed C-1 site that has a drive through, and two office/retail spaces in the design. The extra time is needed to secure remaining tenants then to present their operations to staff.

Please contact me if you have questions or concerns,

Respectfully,

LC Dreja

Lora Dreja
Land Entitlements
(702) 598-1408

CC: Carman Burney,

Submitted after final agenda

RECEIVED 04.29.19

Items 65-67

LAW OFFICE
Brown, Brown & Premsrirut
AN ASSOCIATION OF PROFESSIONAL CORPORATIONS
JAY H. BROWN
DAVID T. BROWN
PUOY K. PREMSRIRUT
520 SOUTH FOURTH STREET
LAS VEGAS, NEVADA 89101-6520
TELEPHONE (702) 384-5563
FACSIMILE (702) 385-1023
EMAIL: jbrown@brownlawlv.com

March 18, 2019

City of Las Vegas Planning and Zoning
333 North Rancho Drive
Las Vegas, Nevada 89106

RE: (PRJ 75178) Holdover request from March 20, 2019 City Council Hearing. Items 68 – 70. 125-22-804-001

Dear Ms. Eddowes;

The above mentioned GPA and companion items are scheduled to be heard at the March 20, City Council hearing. On behalf of Mabuhay Commercial Investments 4 LLC, the property owner, we request these matters be held over to the May 1, 2019 City Council Meeting. The extra time is needed to consider additional conditions with City Staff.

Please contact me if you have questions or concerns,

Respectfully,

Lora Dreja
Land Entitlements
(702) 598-1408

CC: Carman Burney,

SUBMITTED AFTER FINAL AGENDA
AGENDA ITEMS #68-70
RECEIVED 03.18.19

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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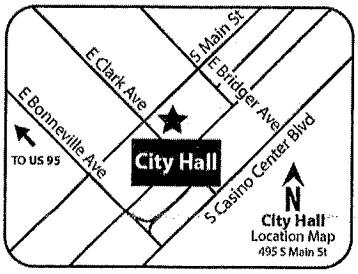

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-75230 and ZON-75231 [PRJ-75178]
City Council Meeting of **3/20/2019**

Case: GPA-75230 AND ZON-75231
12522804005
BARRY EDWARD P & MAUREEN L
7025 BILPAR RD
LAS VEGAS NV 89131

123 LRDFNF1 89131

Submitted after final agenda

Date 3/14/19 Item 68-69

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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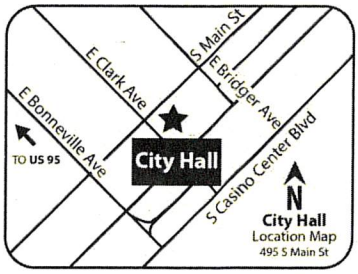
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-75230 and ZON-75231 [PRJ-75178]
City Council Meeting of **3/20/2019**

Case: GPA-75230 AND ZON-75231
12522410005
HOSKINS BRIAN & ANGELA 2014 REVO
HOSKINS BRIAN & ANGELA TRS
7230 SHENANDOAH SPRINGS AVE
LAS VEGAS NV 89131

129 LRDFMP1 89131

Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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2019 MAR 18 A 7:25

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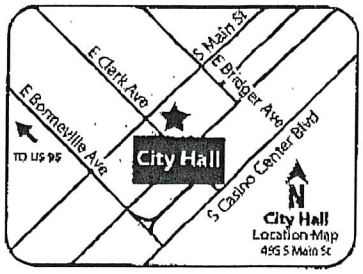
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-75230 and ZON-75231 [PRJ-75178]
City Council Meeting of **3/20/2019**

Case: GPA-75230 AND ZON-75231
12522304015
CARDELLA NANCY REVOCABLE TRUST
CARDELLA NANCY TRS
7264 W ROME BLVD
LAS VEGAS NV 89131-3526

Submitted after final agenda

Date 3/18/19 Item 69-69

129 LRDFMP1 89131

03/15/2019 15:19 7028716910 KAO PAGE 02/02

Prior to the construction of "Vue" at Centennial, the Owner/developer had a meeting with residents of Lamplight Glen at Rome at the Centennial YMCA. At this meeting, the question was asked to the owner/developer why not build the complex, at the West side of the property, across the street (N Glen Herbert Way) from the existing commercial strip plaza. The owner/developer stated, the noise from all the traffic and delivery trucks would keep the residents up all night, so that is why I am going to build the "Vue" at Centennial on the East side of the property.

Fast forward to today, the owner/developer wants to build a commercial business with a drive thru across the street from the "Vue "at Centennial which would disrupt the residents of the "Vue" at Centennial with all the added traffic noise and delivery trucks all night.

How is this scenario different from the West side or even better for all the residents with continuous noise from the increased traffic and all the noise from the delivery trucks, then what the owner/developer presented as an argument not to build on the West side of the property before breaking ground for the "Vue" at Centennial?

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.

SDR-75238 [PRJ-75178]

City Council Meeting of **3/20/2019**

Case: SDR-75238

12522410017
BOWMAN CRAIG L & VALERIE D
7235 SHENANDOAH SPRINGS AVE
LAS VEGAS NV 89131-3248

89131 LRDPNP1

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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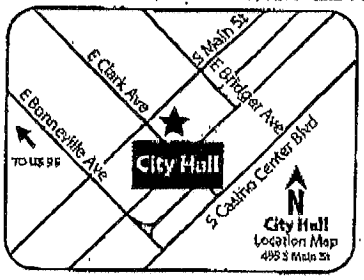

Also, we are concerned with the congregation of homeless persons, which this type of business will attract.

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2019 MAR 19 P 3:51

Case: GPA-75230 AND ZON-75231

12522410017
BOWMAN CRAIG L & VALERIE D
7235 SHENANDOAH SPRINGS AVE
LAS VEGAS NV 89131-3248

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75230 and ZON-75231 [PRJ-75178]

City Council Meeting of **3/20/2019**

Submitted after final agenda

Date 3/19/19 Item 60-69

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

Nora Lares

From: noreply@formstack.com
Sent: Saturday, February 23, 2019 8:05 AM
To: Planning Comments
Subject: Planning Application Comments Form

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EXTERNAL EMAIL

formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 02/23/19 8:04 AM

Meeting Date:	Tuesday, February 12, 2019
Project Number:	PRJ-75178
Position:	I OPPOSE the project and all related applications.
Name:	Craig Bowman
Residential or Business Address:	7235 Shenandoah Springs Ave Las Vegas, NV 89131
Comments:	I oppose the project and all related applications.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

22-29 P

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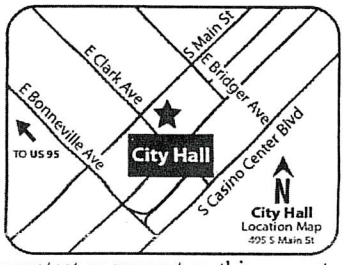

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GPA-75230 and ZON-75231 [PRJ-75178]
Planning Commission Meeting of **1/22/2019**

Case: GPA-75230 AND ZON-75231
12522410005
HOSKINS BRIAN & ANGELA 2014 REVO
HOSKINS BRIAN & ANGELA TRS
7230 SHENANDOAH SPRINGS AVE
LAS VEGAS NV 89131

129 LRDFMP1 89131

22-23P

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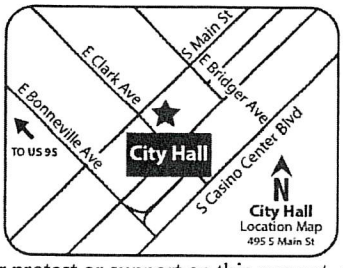

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-75230 and ZON-75231 [PRJ-75178]
Planning Commission Meeting of **1/22/2019**

Case: GPA-75230 AND ZON-75231
12522410014
SYDNEY & SOPHIE TRUST
7229 ABBEVILLE MEADOWS AVE
LAS VEGAS NV 89131-3246

129 LRDFMP1 89131

22-23P

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Department of Planning
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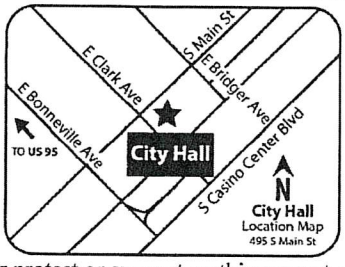

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-75230 and ZON-75231 [PRJ-75178]
Planning Commission Meeting of **1/22/2019**

Case: GPA-75230 AND ZON-75231
12522403008
C H 4 SERIES CLEAR HORIZONS L L
7260 W AZURE DR #140-54
LAS VEGAS NV 89130

127 LRDPNP1 89130

22-23P

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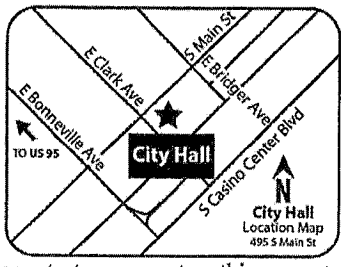

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GPA-75230 and ZON-75231 [PRJ-75178]
Planning Commission Meeting of **1/22/2019**

Case: GPA-75230 AND ZON-75231
12522403004
LUCKY DOG TRUST
7315 ROME BLVD
LAS VEGAS NV 89131-3524

139 LRDPMP1 89131

22-238P

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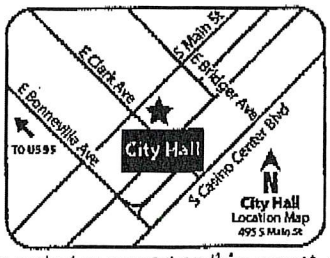

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GPA-75230 and ZON-75231 [PRJ-75178]
Planning Commission Meeting of **1/22/2019**

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Case: GPA-75230 AND ZON-75231
12522304015
CARDELLA NANCY REVOCABLE TRUST
CARDELLA NANCY TRS
7264 W ROME BLVD
LAS VEGAS NV 89131-3526

Submitted after Final Agenda
M-18P

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Planning Commission Meeting of **1/22/2019**

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Case: GPA-75230 AND ZON-75231
12522801015
MCINNIS WILLIAM J TRUST
MCINNIS WILLIAM J TRS
P O BOX 1319
SEARCHLIGHT NV 89046

17-18P

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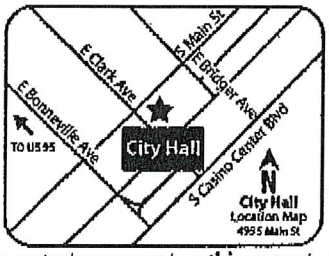

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Planning Commission Meeting of **1/22/2019**

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Case: GPA-75230 AND ZON-75231
12522801018
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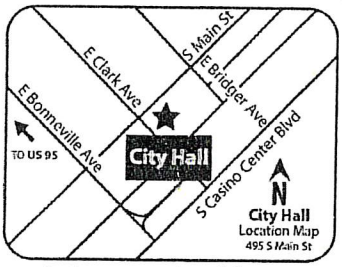

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-75230 and ZON-75231 [PRJ-75178]
Planning Commission Meeting of **1/22/2019**

Case: GPA-75230 AND ZON-75231
12522804005
BARRY EDWARD P & MAUREEN L
7025 BILPAR RD
LAS VEGAS NV 89131

129 LRDFNP1 89131

18P
17P

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, January 22, 2019 3:28 AM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 01/22/19 3:28 AM

Meeting Date:	Tuesday, January 22, 2019
Project Number:	GPA-75230
Position:	I OPPOSE the project and all related applications.
Name:	Craig Bowman
Residential or Business Address:	7235 Shenandoah Springs Ave Las Vegas, NV 89131
Phone:	(702) 953-6883
Email:	chickapin_hill@msn.com

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

Submitted after Final Agenda

MP

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, January 22, 2019 3:41 AM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 01/22/19 3:41 AM

Meeting Date:	Tuesday, January 22, 2019
Project Number:	PRJ-75178
Position:	I OPPOSE the project and all related applications.
Name:	Valerie Bowman
Residential or Business Address:	7235 Shenandoah Springs Ave Las Vegas, NV 89131
Phone:	(702) 953-6883
Email:	chickapin_hill@msn.com

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Submitted after Final Agenda
17-24P

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, January 22, 2019 3:37 AM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 01/22/19 3:36 AM

Meeting Date:	Tuesday, January 22, 2019
Project Number:	PRJ-75178
Position:	I OPPOSE the project and all related applications.
Name:	Craig Bowman
Residential or Business Address:	7235 Shenandoah Springs Ave Las Vegas, NV 89131
Phone:	(702) 953-6883
Email:	chickapin_hill@msn.com

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17-24P

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
66

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

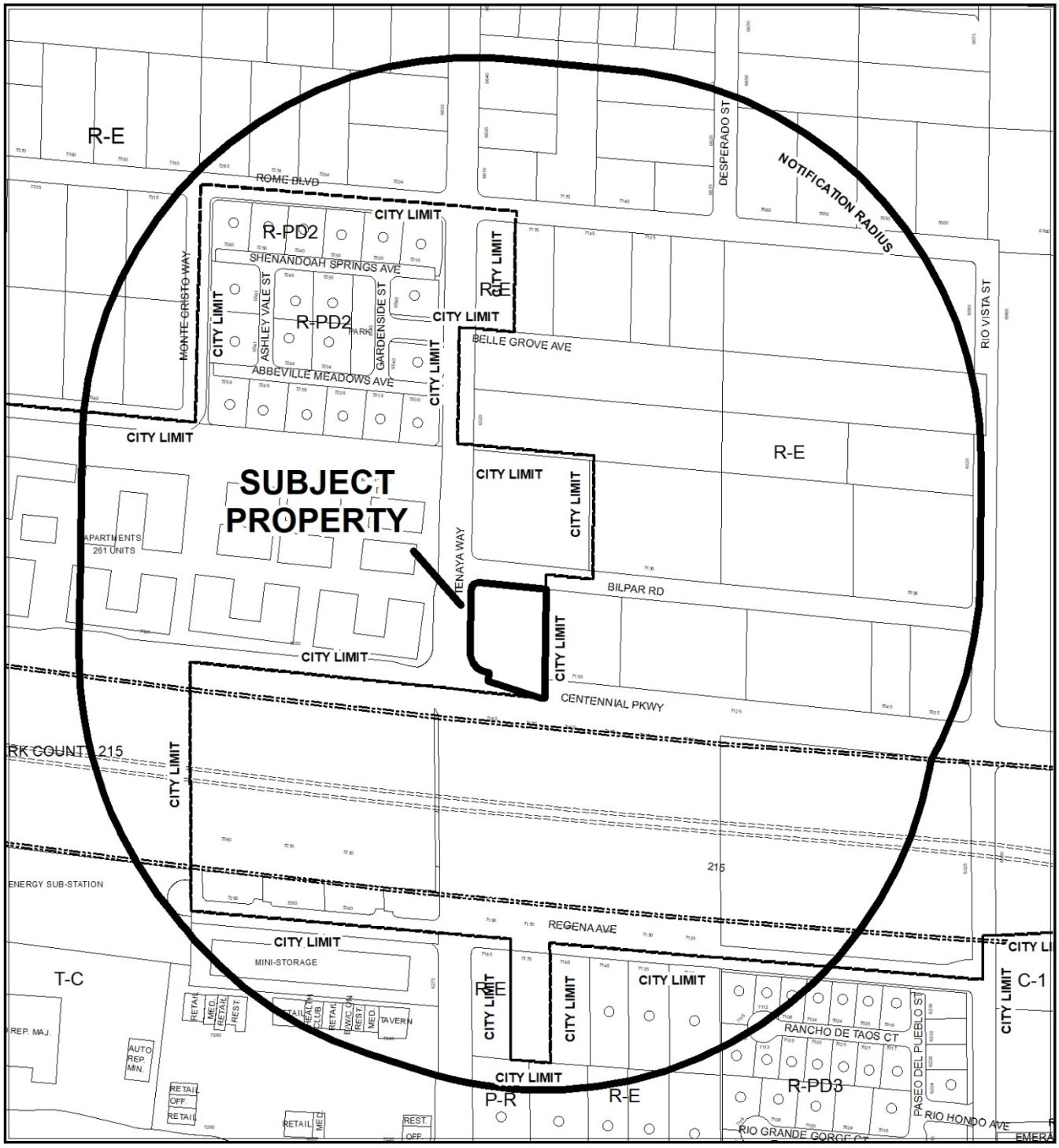
SUBJECT:
ZON-75231 - ABEYANCE ITEM - REZONING RELATED TO GPA-75230 - PUBLIC HEARING - APPLICANT: FF SERIES HOLDINGS, LLC - OWNER: FF SERIES HOLDINGS, LLC AND MABUHAY COML INVEST 4, LLC - For possible action on a request for a Rezoning FROM: O (OFFICE) TO: C-1 (LIMITED COMMERCIAL) on 3.20 acres at the northeast and southeast corner of Bilpar Road and Tenaya Way (APNs 125-22-804-001 and 125-22-801-011), Ward 6 (Fiore) [PRJ-75178]. The Planning Commission (4-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	8	Planning Commission Mtg.	0
City Council Meeting	5	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (4-0 vote) and Staff recommend APPROVAL

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-75231 and SDR-75238 [PRJ-75178]

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.



0 290 580 Feet

CASE: **ZON-75231, SDR-75238 (PRJ-75178)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: O (OFFICE)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: ZON-75231, SDR-75238 (PRJ-75178)

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: O (OFFICE)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
67

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SDR-75238 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO GPA-75230 AND ZON-75231 - PUBLIC HEARING - APPLICANT: FF SERIES HOLDINGS, LLC - OWNER: MABUHAY COML INVEST 4, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 7,350 SQUARE-FOOT COMMERCIAL BUILDING WITH DRIVE THROUGH on 1.21 acres at the southeast corner of Bilpar Road and Tenaya Way (APN 125-22-804-001), O (Office) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 6 (Fiore) [PRJ-75178]. The Planning Commission (4-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	9	Planning Commission Mtg.	0
City Council Meeting	5	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (4-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Protest Postcard
3. Submitted at Meeting – Protest Postcards
4. Backup Submitted at the February 26, 2019 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.

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Las Vegas, Nevada 89101

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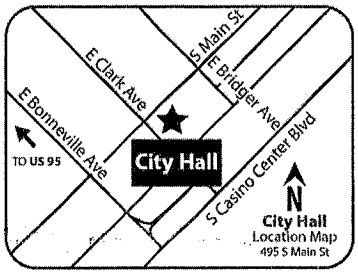

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-75238 [PRJ-75178]
City Council Meeting of **3/20/2019**

Case: SDR-75238
12522410016
BERKABILE STEVEN D & JULIETTE M
7209 ABBEVILLE MEADOWS AVE
LAS VEGAS NV 89131

123 LRDPNP1 89131

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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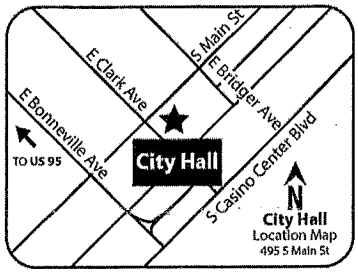

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-75238 [PRJ-75178]
City Council Meeting of **3/20/2019**

Case: SDR-75238
12522804005
BARRY EDWARD P & MAUREEN L
7025 BILPAR RD
LAS VEGAS NV 89131

129 LRDFMP1 89131

Submitted after final agenda
Date 3/14/19 Item 70

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Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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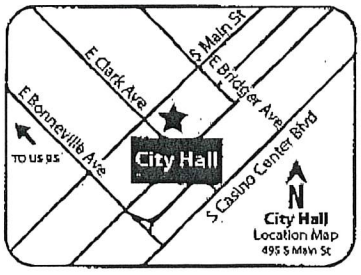

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-75238 [PRJ-75178]
City Council Meeting of **3/20/2019**

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2019 MAR 18 A 7:25

Case: SDR-75238
12522304015
CARDELLA NANCY REVOCABLE TRUST
CARDELLA NANCY TRS
7264 W ROME BLVD
LAS VEGAS NV 89131-3526

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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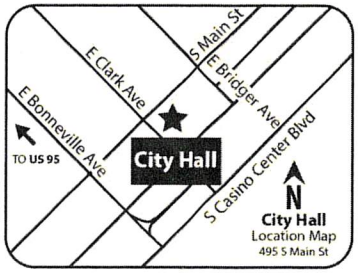

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-75238 [PRJ-75178]
City Council Meeting of **3/20/2019**

Case: SDR-75238
12522410005
HOSKINS BRIAN & ANGELA 2014 REVO
HOSKINS BRIAN & ANGELA TRS
7230 SHENANDOAH SPRINGS AVE
LAS VEGAS NV 89131

Submitted after final agenda

Date 3/18/19 Item 70

129 LRDFNP1 89131

Prior to the construction of "Vue" at Centennial, the Owner/developer had a meeting with residents of Lamplight Glen at Rome at the Centennial YMCA. At this meeting, the question was asked to the owner/developer why not build the complex, at the West side of the property, across the street (N Glen Herbert Way) from the existing commercial strip plaza. The owner/developer stated, the noise from all the traffic and delivery trucks would keep the residents up all night, so that is why I am going to build the "Vue" at Centennial on the East side of the property.

Fast forward to today, the owner/developer wants to build a commercial business with a drive thru across the street from the "Vue "at Centennial which would disrupt the residents of the "Vue" at Centennial with all the added traffic noise and delivery trucks all night.

How is this scenario different from the West side or even better for all the residents with continuous noise from the increased traffic and all the noise from the delivery trucks, then what the owner/developer presented as an argument not to build on the West side of the property before breaking ground for the "Vue" at Centennial?

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-75238 [PRJ-75178]

City Council Meeting of **3/20/2019**

12522410017 Case: SDR-75238
BOWMAN CRAIG L & VALERIE D
7235 SHENANDOAH SPRINGS AVE
LAS VEGAS NV 89131-3248

129 LRDFNP1 89131

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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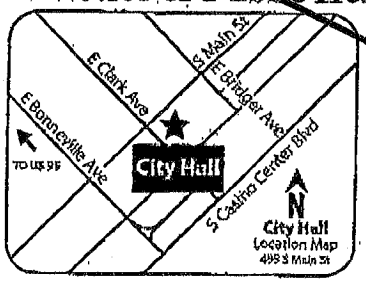

Also, we are concerned with the congregation of homeless persons, which this type of business will attract.

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2019 MAR 19 P 3:

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GPA-75230 and ZON-75231 [PRJ-75178]

City Council Meeting of **3/20/2019**

12522410017 Case: GPA-75230 AND ZON-75231
BOWMAN CRAIG L & VALERIE D
7235 SHENANDOAH SPRINGS AVE
LAS VEGAS NV 89131-3248

Submitted after final agenda

Date 3/19/19 Item 70

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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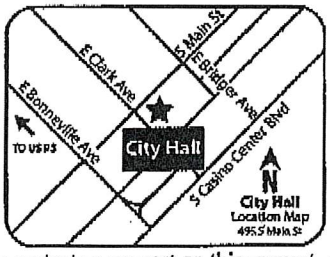

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-75238 [PRJ-75178]
Planning Commission Meeting of **1/22/2019**

Case: SDR-75238
12522304015
CARDELLA NANCY REVOCABLE TRUST
CARDELLA NANCY TRS
7264 W ROME BLVD
LAS VEGAS NV 89131-3526

Submitted after Final Agenda

24P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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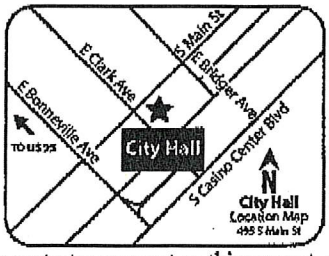

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SDR-75238 [PRJ-75178]
Planning Commission Meeting of **1/22/2019**

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Dept of Planning
City of Las Vegas

Case: SDR-75238
12522801015
MCINNIS WILLIAM J TRUST
MCINNIS WILLIAM J TRS
P O BOX 1319
SEARCHLIGHT NV 89046

89046

24P

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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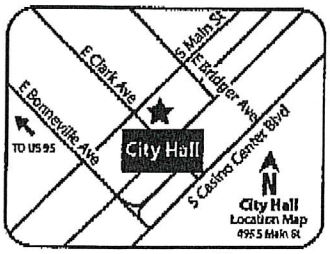

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-75238 [PRJ-75178]
Planning Commission Meeting of **1/22/2019**

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JAN 2 2 2018
Dept of Planning
City of Las Vegas

Case: SDR-75238
12522801018
MCINNIS WILLIAM J TRUST
MCINNIS WILLIAM J TRS
P O BOX 1319
SEARCHLIGHT NV 89046

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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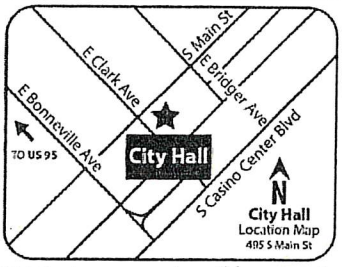

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-75238 [PRJ-75178]

Planning Commission Meeting of **1/22/2019**

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JAN 15 2019
Dept of Planning
City of Las Vegas

Case: SDR-75238

12522804005
BARRY EDWARD P & MAUREEN L
7025 BILPAR RD
LAS VEGAS NV 89131

129 LADFNP1 89131

24P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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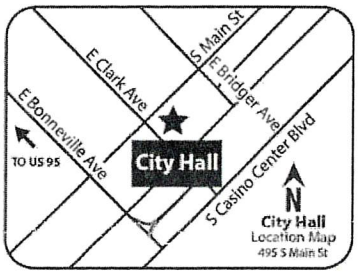

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☐ I SUPPORT this Request

☐ I OPPOSE this Request

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SDR-75238 [PRJ-75178]
Planning Commission Meeting of **2/26/2019**

RECEIVED
FEB 25 2019
Dept of Planning
City of Las Vegas

Case: SDR-75238

12522701013
JAMIESON FAMILY TRUST
JAMIESON ROSALIE TRS
6610 N TENAYA WAY
LAS VEGAS NV 89131-3401

123 LRDFNP1 89131

Submitted after final agenda
Date 2/25/19 Item 29

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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City of Las Vegas

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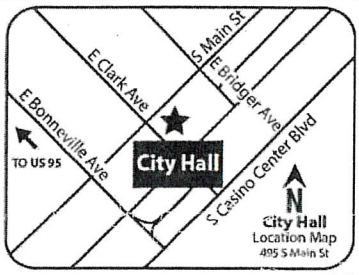

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-75238 [PRJ-75178]
Planning Commission Meeting of **2/26/2019**

Case: SDR-75238
12522410015
HOLLINS JAMES L & C D REV LIV TR
HOLLINS JAMES L & CRYSTAL D TRS
7219 ABBEVILLE MEADOWS AVE
LAS VEGAS NV 89131-3246

129 LADPNP1 89131

2 of P

Nora Lares

From: noreply@formstack.com
Sent: Thursday, February 21, 2019 2:08 PM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

RECEIVED
FEB 2 6 2019
Dept of Planning
City of Las Vegas

formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 02/21/19 2:07 PM

Meeting Date:	Tuesday, February 12, 2019
Project Number:	SDR-75238
Position:	I OPPOSE the project and all related applications.
Name:	Lynn Mate
Residential or Business Address:	7274 W Rome Blvd Las Vegas, NV 89131
Phone:	(702) 580-0991
Email:	lynnmate@aol.com
Comments:	We have horses in the area. We have people and children riding those horses. We have farm animal also. I feel that intersection will be too buzy and backed up to get in and out of the area .Also on the side street there are stables where people board their horses. Those horses will be affected by the lights, noise, more traffic.

29 P

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
68

DEPARTMENT: Planning **DISCUSSION**

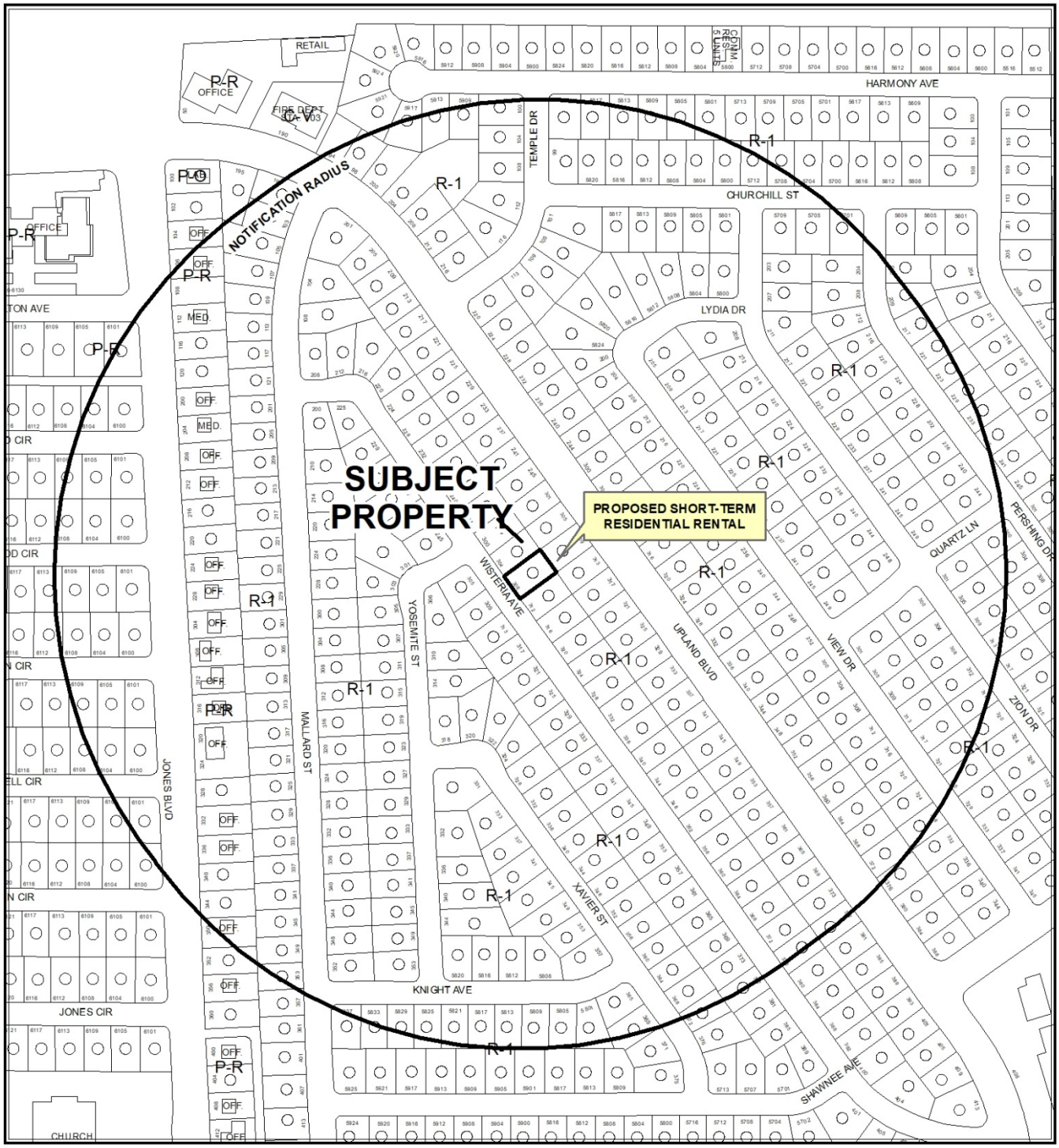
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-75033 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	12	City Council Meeting	3

RECOMMENDATION:
The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Backup Submitted at the March 6, 2019 City Council Meeting
7. Backup Submitted at the February 6, 2019 City Council Meeting
8. Backup Submitted at the January 8, 2019 Planning Commission Meeting



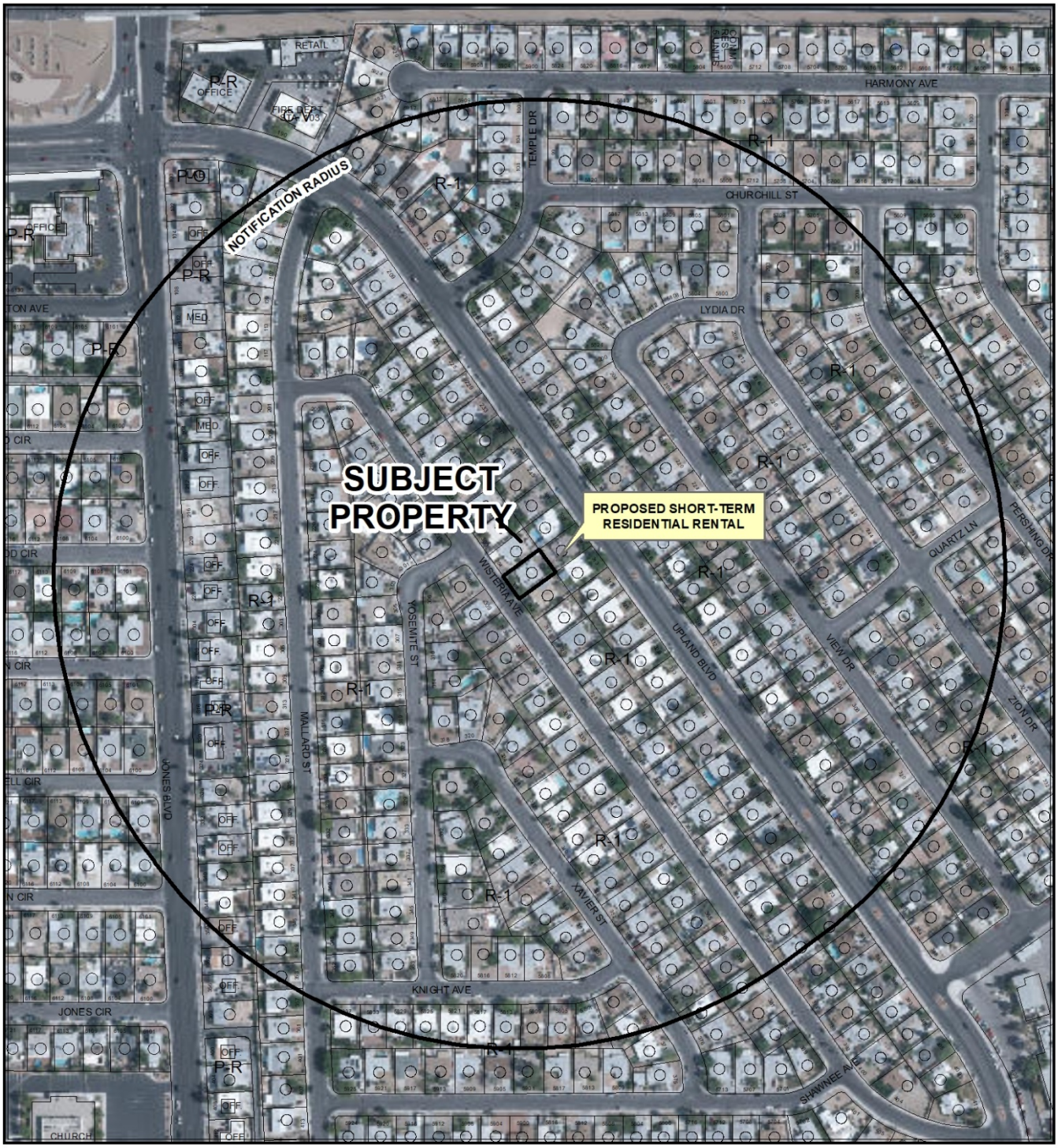
0 255 510 Feet

CASE: **SUP-75033 (PRJ-75032)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 255 510 Feet

CASE: **SUP-75033 (PRJ-75032)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



SUP-75033
(PRJ-75032)

Short Term Rental

Business Licence

- Existing Business Licence
- Pending Review
- Pending
- Special Use Permit
- Dual - Business License & Special Use Permit

Prohibited Areas

- Art District
- Symphony Park
- Cliff"s Edge
- Grand Canyon Village
- Providence Square
- Skye Canyon
- Summerlin
- Sun City
- Town Center
- West Summerlin
- Medical District

- City Limits
- Subject Property
- 660 ft Buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, November 26, 2018

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: PRECISION ASSETS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-75033	Staff recommends APPROVAL, subject to conditions:	N/A

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 434 *By City Clerk

PROTESTS 11

APPROVALS 3

CC

**** CONDITIONS ****

SUP-75033 CONDITIONS

Planning

1. An administrative review shall be conducted six months after the date of issuance of a business license.

2. At such time as the property is put up for sale, the property owner shall voluntarily expunge the Special Use Permit.

3. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Short-Term Residential Rental use, unless waived herein.

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 use shall not include the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit.

6. Prior to the issuance of a Short-Term Residential Rental business license all inspections required by the City of Las Vegas must be approved.

7. All necessary business licenses shall be obtained in compliance with Title 6 prior to any rental activities.

8. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

9. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

10. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to operate a Short-Term Residential Rental use within the existing single-family dwelling at 308 Wisteria Avenue.

ISSUES

- Pursuant to Title 19.12, a Short-Term Residential Rental use is permitted in the R-1 (Single Family Residential) zoning district as a Conditional Use.
- The applicant will not comply with the owner occupied requirements of the conditional use regulations and therefore per Title 19.12.040 a Special Use Permit is required.
- The applicant is required to schedule an inspection through the Department of Planning - Code Enforcement Division. The inspection must be approved prior to the issuance of the business license.

ANALYSIS

The subject property contains a single-family dwelling, is zoned R-1 (Single Family Residential) and is subject to Title 19 requirements. The dwelling contains three bedrooms per Clark County Assessor records. The site is also developed with a detached accessory structure. The Short-Term Residential Rental definition specifically prohibits the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit. Staff has included a recommended condition that includes that restriction.

A Short-Term Residential Rental use is permitted in the R-1 (Single Family Residential) zoning district as a Conditional Use. The proposed use would not meet the Conditional Use Regulations requiring it to be owner occupied during each period the unit is rented; therefore, per Title 19.12.040 a Special Use Permit is required. If another Short Term Residential Rental Special Use Permit (SUP) is approved within the 660-foot separation radius after a complete application is submitted, the additional SUP may factor into the determinations made by staff, Planning Commission and City Council. Further, it may necessitate additional waivers, renotification at the expense of the applicant, and delays in obtaining final action.

The Short-Term Residential Rental use is defined as "The commercial use, or the making available for commercial use, of a residential dwelling unit for dwelling, lodging or sleeping purposes, wherein any individual guest rents or occupies the entire dwelling unit or one or more individual rooms within the unit for a period of less than 31 consecutive calendar days. This use does not include a "Community Residence," "Facility for Transitional Living for Released Offenders," or any other facility with dwelling units that is specifically defined in Chapter 19.18. For purposes of this Title, this use does not include the rental or occupancy of an accessory structure (Class I or II), a tent, a trailer or a mobile unit.

The Minimum Special Use Permit Requirements for this use include: (The requirements marked with an asterisk cannot be waived.)

*1. The operator must obtain a business license to operate the use.

If this Special Use Permit is approved, the applicant will be required to obtain a business license prior to operating.

*2. The use must comply on an ongoing basis with all governmental licensing and regulatory requirements, including the payment of applicable room taxes and licensing fees.

If a business license is issued for this Short-Term Residential Rental, it will be subject to license renewal and annual compliance review to ensure that all regulatory requirements continue to be met.

*3. The use must comply with the City's noise regulations as they apply to residential uses, as well as any applicable provisions of the Municipal Code that may pertain to odor nuisances.

The Code Enforcement Division will investigate noise and odor nuisance allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

*4. Vehicle parking associated with the use shall comply with applicable parking regulations, and vehicles of guests and invitees shall not obstruct traffic or access to other properties in the area.

The Code Enforcement Division will investigate traffic and access obstruction allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

*5. In addition to and independent of any enforcement authority or remedy described in this Title, the failure to comply with a Minimum Special Use Permit Requirement or other condition of approval associated with this use may be enforced as in the case of a violation of Title 6 by means of a civil proceeding pursuant to LVMC 6.02.400 to 6.02.460, inclusive.

If a business license is issued for this Short-Term Residential Rental, it will be subject to license renewal and annual compliance review to ensure that all regulatory requirements continue to be met.

*6. The use is allowed in the P-O, O, C-1, C-2 and C-PB Zoning Districts only in connection with the residential component of a mixed-use development or in a dwelling unit permitted as a legal nonconforming use.

This condition does not apply, as the subject site is not zoned P-O, O, C-1, C-2 or C-PB.

*7. The maximum occupancy of the residential dwelling unit shall not exceed the limits provided for in LVMC 6.75.090.

The Code Enforcement Division will investigate maximum occupancy allegations and take enforcement action when appropriate. Reports of violations will be forwarded to the Business Licensing Division for action when appropriate.

8. The use may not be located closer than 660 feet to any other Short-Term Residential Rental use (measured from property line to property line).

The proposed use meets this requirement, as the subject property is 2,341 feet from the nearest Short-Term Residential Rental use.

Additional parking for a Short-Term Residential Rental is only required if the unit has more than five bedrooms, at which point one additional space shall be required for every two additional bedrooms or fractional portion thereof. The proposed Short-Term Residential Rental has three bedrooms and therefore is not required to provide additional parking.

The site meets the distance separation requirements and the use can be conducted in a manner that is harmonious and compatible with existing land uses. Staff therefore recommends approval, subject to conditions.

FINDINGS (SUP-75033)

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 Short-Term Residential Rental use can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses. The subject property is located more than 660 feet from another Short-Term Residential Use.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the use as a Short-Term Residential Rental.

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 Short-Term Residential Rental use will be accessed from Wisteria Avenue, a 50-foot wide local street, which will provide adequate access for the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The approval of the Special Use Permit on this subject property will be subject to conditions of approval, business license approval, and compliance inspections to assure it will not compromise the public health safety and welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Short-Term Residential Rental use complies with all of the Special Use Permit requirements listed in Title 19.12.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/08/19	The Planning Commission voted (6-0-1) to recommends APPROVAL of a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].
02/06/19	The City Council voted to hold in abeyance a request for a Special Use Permit (SUP-75033) FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].
03/06/19	The City Council voted to hold in abeyance a request for a Special Use Permit (SUP-75033) FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].
04/03/19	The City Council voted to hold in abeyance a request for a Special Use Permit (SUP-75033) FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].

Most Recent Change of Ownership	
10/23/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No building permits/licenses were found in relation to the subject site.

Pre-Application Meeting
No Pre-Application Meeting was conducted prior to the submission of this application.

Neighborhood Meeting
A neighborhood meeting was not required or held.

Field Check	
11/29/18	During a routine field check, staff observed a well maintained single family dwelling with no trash or debris.

Details of Application Request	
Site Area	
Net Acres	0.14

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-1 (Single Family Residential)
Northwest	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
Southeast	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
Northeast	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
Southwest	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (175 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	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***
Wisteria Avenue	Local Street	Title 13	50	Y

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: _____ APN: 138-36-115-046

Name of Property Owner: PRECISION ASSETS

Name of Applicant: PRECISION ASSETS

Name of Representative: TAYLOR CONSULTING GROUP, INC. (NATHANIEL TAYLOR)

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: _____

STATE OF NEVADA
COUNTY OF CLARK
Signature of Property Owner: _____

Print Name: ALE SEGAL

Subscribed and sworn before me

This 24 day of OCT, 20 18

_____
Notary Public in and for said County and State

CODY RAYNOHA
Notary Public-State of Nevada
APPT. NO. 13-10197-1
My Appt. Expires 02-27-2021

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

SPR-75032
11/08/18

PLANNING & DEVELOPMENT

PLANNING & DEVELOPMENT DEPARTMENT

APPLICATION / PETITION FORM

Application/Petition For: SPECIAL-USE PERMIT (SHORT-TERM RENTAL)

Project Address (Location) 308 WISTERIA AVE.

Project Name PRECISION ASSETS **Proposed Use** _____

Assessor's Parcel #(s) 138-36-115-046 **Ward #** 1

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 0.14 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER PRECISION ASSETS **Contact** _____

Address 8367 W. FLAMINGO RD., #101 **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NEVADA **Zip** 89147

E-mail Address _____

APPLICANT PRECISION ASSETS **Contact** _____

Address 8367 W. FLAMINGO RD., #101 **Phone:** _____ **Fax:** _____

City LAS VEGAS **State** NEVADA **Zip** 89147

E-mail Address _____

REPRESENTATIVE TAYLOR CONSULTING GROUP **Contact** NATHANIEL TAYLOR

Address 8414 W. FARM ROAD, #180 **Phone:** (702) 994-3844 **Fax:** _____

City LAS VEGAS **State** NEVADA **Zip** 89131

E-mail Address info@thetaylorconsultinggroup.com

STATE OF NEVADA
COUNTY OF CLARK

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name DAVE SEGAL

Subscribed and sworn before me

This 24 day of OCT, 20 18.

_____

Notary Public in and for said County and State

CODY RAYNOHA
Notary Public-State of Nevada
APPT. NO. 13-10197-1
My Appt. Expires 02-27-2021

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

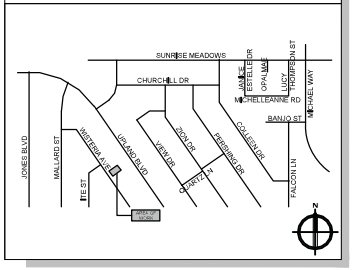
*The application will not be deemed complete until the submitted materials have been reviewed by the Planning and Development Department for consistency with applicable sections of the Zoning Ordinance.

PRJ-75032
11/08/18

f:\depot\Application Packet\Application Form.pdf

Revised 10/27/08

LOCATOR MAP



PROJECT INFORMATION

OWNER NAME(S):
PRECISION ASSETS

SITE ADDRESS:
308 WISTERIA AVE

ASSESSORS PARCEL NUMBER:
138-36-115-046

JURISDICTION:
LAS VEGAS – 89107

ZONING CLASSIFICATION:
SINGLE FAMILY RESIDENT DISTRICT (R-1)

ESTIMATED LOT SIZE:
0.14 ACRES (6,098 SQ. FT.)

BUILDING AREA:
1,615 SQ. FT.

LOT COVERAGE:
27%

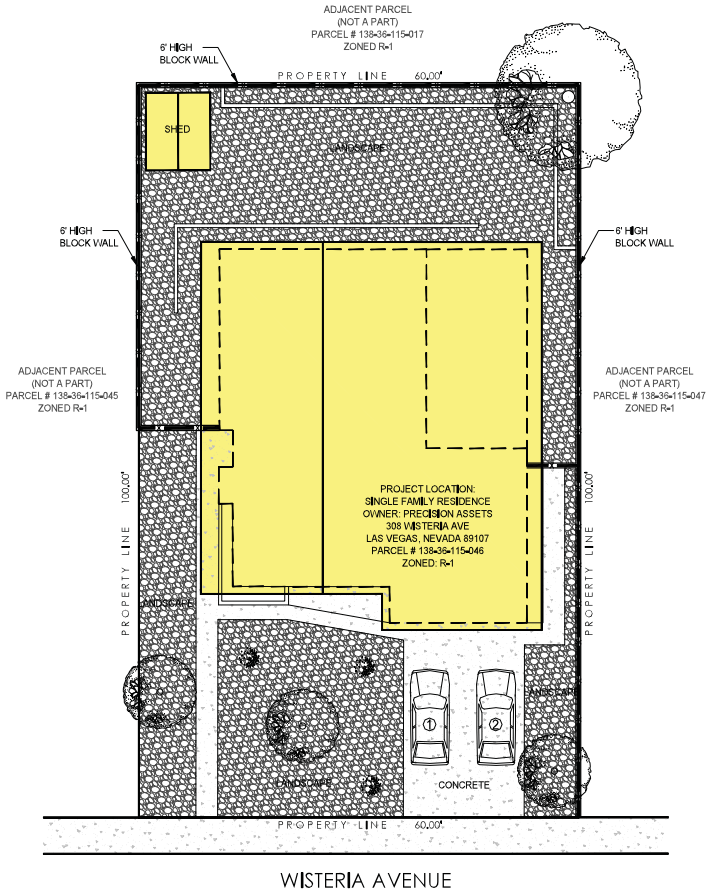
PROVIDED PARKING STALLS:
2 SPACES

OWNER OCCUPIED:
NO

PRJ-75032
11/08/18

City Council - Page 796

SPECIAL USE PERMIT FOR:
PRECISION ASSETS
308 WISTERIA AVE
LAS VEGAS, NEVADA 89107
PARCEL # 138-36-115-046



1 / A1.00 **EXISTING SITE PLAN**

SCALE: 1/8" = 1'-0"

Rev.	Date	Description

Stamp:

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STREAMLINE CONCEPT
DRAFTING AND DESIGN
6935 ALIANTE PARKWAY #104-432 LAS VEGAS, NEVADA 89084
Phone: (702) 816-4107 Fax: (702) 224-2192

SPECIAL USE PERMIT FOR:
PRECISION ASSETS
VACATION RENTAL PROPERTY
308 WISTERIA AVE.
LAS VEGAS, NEVADA 19107
APN # 138-36-115-046

DATE
10-15-2018

PHASE
SPECIAL USE PERMIT SUBMITTAL

PROJECT NO.
001-18035

SHEET NO.
A1.00
EXISTING SITE PLAN

FLOOR AREA CALCULATION

BUILDING AREA:

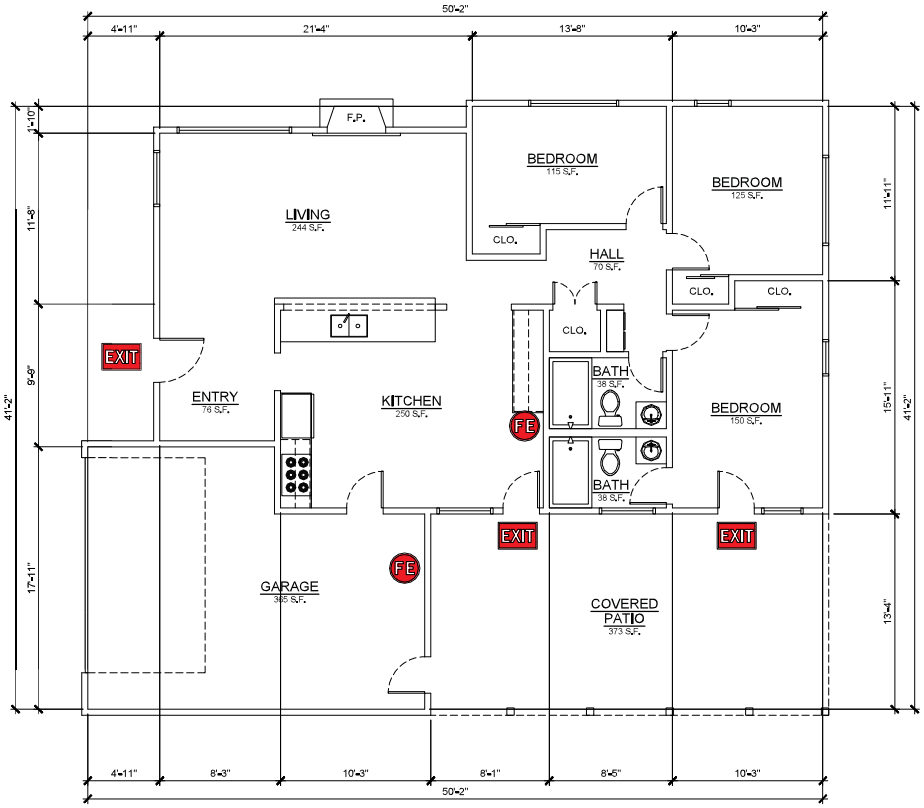
LIVABLE SPACE	1,250 S.F.
GARAGE	365 S.F.
TOTAL	1,615 S.F.
TOTAL OCCUPANCY	8 GUEST

SYMBOL LEGEND

FE — FIRE EXTINGUISHER

EXIT — EXIT SIGNAGE

PRJ-75032
11/08/18



1 / A2.00 **EXISTING FLOOR PLAN**

SCALE: 1/4" = 1'-0"

Rev	Date	Description

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SPECIAL USE PERMIT FOR:
PRECISION ASSETS
VACATION RENTAL PROPERTY
308 WISTERIA AVE
LAS VEGAS, NEVADA 19107
APN # 138-36-115-046

DATE
10-15-2018

PHASE
SPECIAL USE PERMIT SUBMITTAL

PROJECT NO.
001-18035

SHEET NO.
A2.00
EXISTING FLOOR PLAN



SUP-75033 [PRJ-75032] - SPECIAL USE PERMIT - APPLICANT/OWNER: PRECISION ASSETS
308 WISTERIA AVENUE

11/29/18

Taylor Consulting Group, Inc.

Government Affairs & Land Use Consultants • Liquor & Gaming Licensing

November 2, 2018

City of Las Vegas Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

Re: 308 Wisteria Ave. (SUP—Short-Term Rental)

To Whom It May Concern:

We are respectfully requesting a special-use permit to operate a short-term rental at 308 Wisteria Ave., Las Vegas, NV 89107. This operator has a vested interest in our community and will follow all the City requirements related to this business. This property will not be owner occupied.

Thank you in advance for your time and attention to this matter. Should you have any questions or concerns, please contact me on my mobile phone at: 702-994-3844

Respectfully,

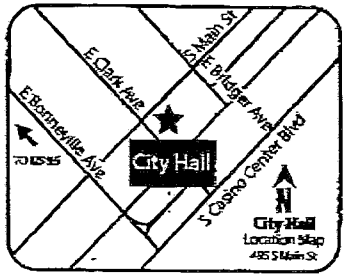
Nathaniel Taylor

Nathaniel Taylor
President

PRJ-75032
11/08/18

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033

City Council Meeting of 2/6/2019

97 LRDFNP1 89106

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JAN 28 2019

Case: SUP-75033
13836214009
STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106

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2019 JAN 28 P 1:46

01/28/2019 MON 13:42 FAX 702 385 6967 Signature Mgmt. 003/003

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Las Vegas, Nevada 89101

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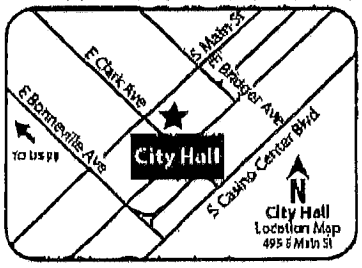

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836215025
PLASTER BRIAN R & MARGARET B FAM
801 S RANCHO DR #E-4
LAS VEGAS NV 89106

ity of Las Vegas
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)5 South Main Street, 2nd Floor
as Vegas, Nevada 89101

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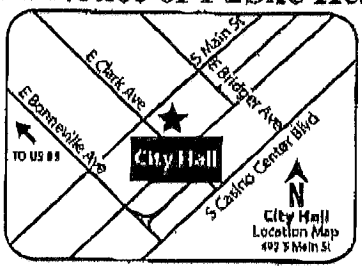

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

ease use available blank space on card for your comments.

JP-75033

ty Council Meeting of 2/6/2019

Case: SUP-75033

13836117013
STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106

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.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836213049
BUCKLEY SILVIA & KEVIN
2333 PINTO LN
LAS VEGAS NV 89107-4625

97 LRDFNP1 89107

Submitted after final

Date 2/4/19 Item 75

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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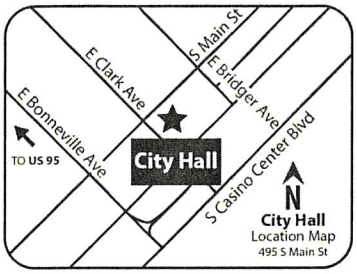

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836115044
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LADFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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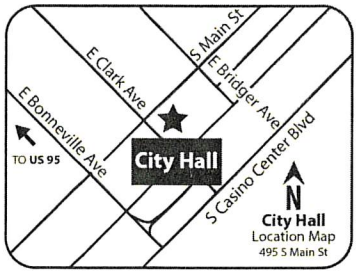

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836115006
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

Date 2/5/19 Item 75

97 LADFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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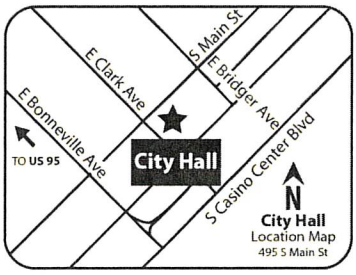

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836115032
LINDELL JAC
104 SOUTH MALLARD ST
LAS VEGAS NV 89107

97 LRDFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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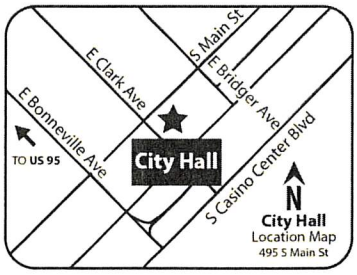

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836115042
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LRDFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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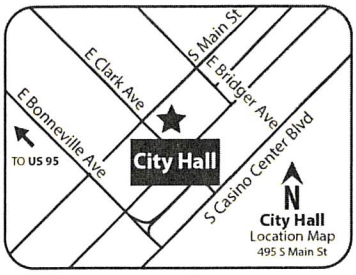
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836213039
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LRDFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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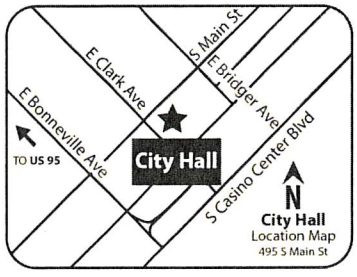
CITY CLERK
2019 FEB -5 A 10:41

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-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836213032
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LRDFNP1 89107

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
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U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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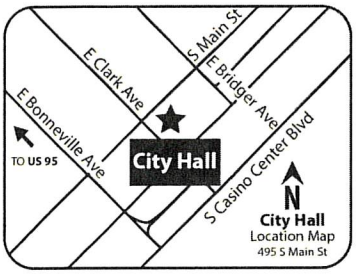
2019 FEB -5 A 10:41

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-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836213005
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LADFNP1 89107

City of Las Vegas
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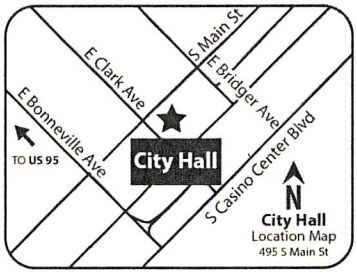

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836115038
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LADFNP1 89107

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Office Of The City Clerk
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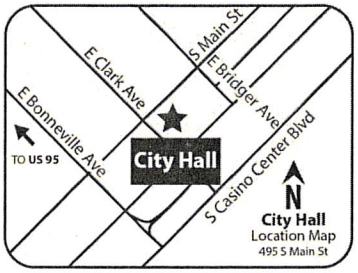

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033

13836115041
LINDELL FAMILY TRUST
LINDELL JAC TRS
104 MALLARD ST
LAS VEGAS NV 89107

97 LRDFNP1 89107

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Office Of The City Clerk
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Las Vegas, Nevada 89101

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29 JAN '19
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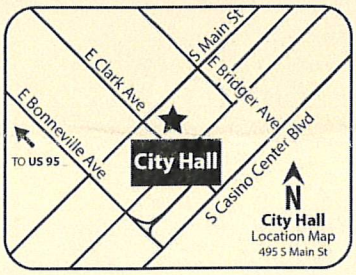

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033

13836213087
VALDEZ ALVARO
320 WISTERIA AVE
LAS VEGAS NV 89107-2617

97 LRDFNP1 89107

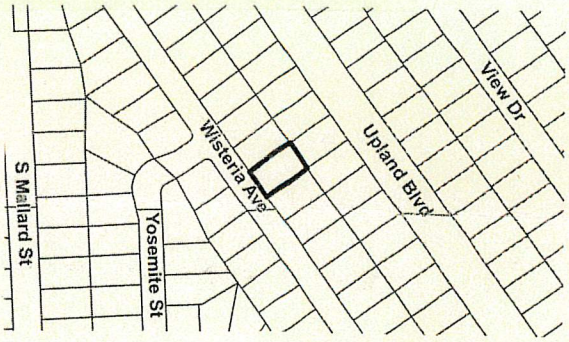
Application Information

SUP-75033 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

We have enough mess at 316 Wisteria as well at 332 Wisteria

No one Takes care about it Fill out a report no one show up yet

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	February 6, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

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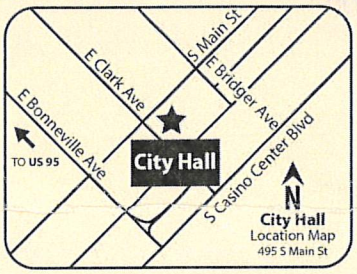

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836213054
MORGAN STORY CONNIE KIM
701 UPLAND PL
LAS VEGAS NV 89107

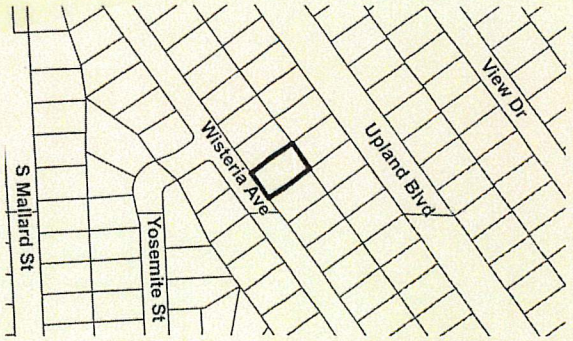
97 LRDFNP1 89107

Application Information

SUP-75033 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032]. The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL.

WE SAY NO! WE LIVE TWO HOUSES FROM ONE AND IF ANY OF YOU DID YOU WOULD SAY NO TOO. SOMEONG MUST BE MAKING ALOT of MONEY ON THIS! 24 HR TRAFFIC ETC. ETC. ETC. ETC.

Application Location



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Public Hearing Information

Meeting:	City Council
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Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
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MOTELS BELONG ON THE STRIP NOT IN

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Las Vegas, Nevada 89101

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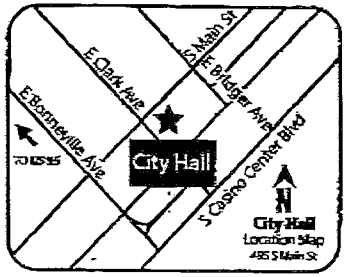
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-75033

City Council Meeting of 2/6/2019

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Case: SUP-75033
13836214009
STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106

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2019 JAN 28 P 1:46

01/28/2019 MON 13:42 FAX 702 385 6967 Signature Mgmt. 003/003

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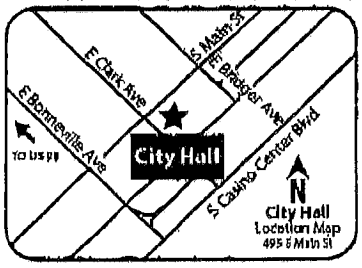

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SUP-75033
City Council Meeting of 2/6/2019

Case: SUP-75033
13836215025
PLASTER BRIAN R & MARGARET B FAM
801 S RANCHO DR #E-4
LAS VEGAS NV 89106

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ffice Of The City Clerk
)5 South Main Street, 2nd Floor
as Vegas, Nevada 89101

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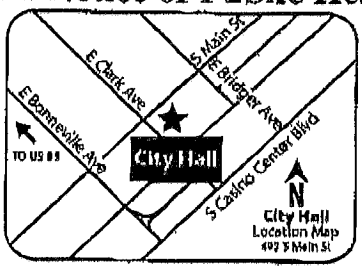

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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JP-75033

ty Council Meeting of 2/6/2019

Case: SUP-75033

13836117013
STONE ASSETS L L C
801 S RANCHO DR #E4
LAS VEGAS NV 89106

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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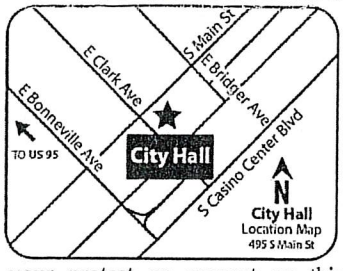

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-75033 [PRJ-75032]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75033
13836215004
ZAMORA JOE R & ELVA R
312 ZION DR
LAS VEGAS NV 89107-2650

97 JRDCNP1 89107

Submitted after Final Agenda

587

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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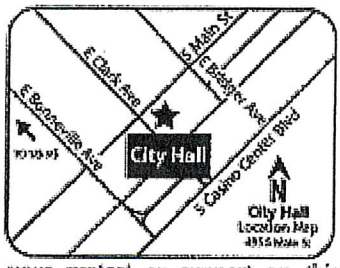

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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SUP-75033 [PRJ-75032]
Planning Commission Meeting of **1/8/2019**

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Dept of Planning
City of Las Vegas

Case: SUP-75033
13836116025
BRADLEY JOHN E & SHIRLEY FAM TR
BRADLEY JOHN E & SHIRLEY J TRS
236 VIEW DR
LAS VEGAS NV 89107-2044

97 JRD2NP1 89107

Application Information

SUP-75033 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].

THIS GROWING TREND MUST NEVER BE ALLOWED IN THIS NEIGHBORHOOD. THIS POLICY SHOULD BE STOPPED IN THE ENTIRE CITY. NO CALIFORNIA EAST!!!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***January 8, 2019***
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://www5.lasvegasnevada.gov/sirepub/meet.aspx

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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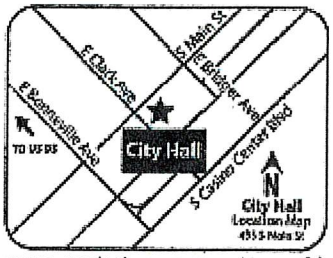

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75033 [PRJ-75032]
Planning Commission Meeting of **1/8/2019**

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Dept of Planning
City of Las Vegas

Case: SUP-75033
13836113001
CHIODINI 2002 REVOCABLE LIV TR
CHIODINI RONALD V & VERLENE TRS
195 UPLAND BLVD
LAS VEGAS NV 89107-2659

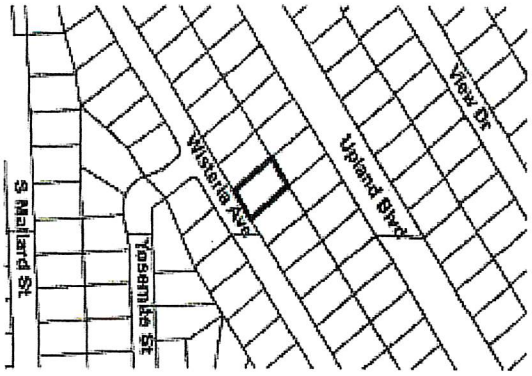
97 JRDCNP1 89107

Application Information

SUP-75033 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: PRECISION ASSETS - For possible action on a request for a Special Use Permit FOR A PROPOSED SHORT-TERM RESIDENTIAL RENTAL USE at 308 Wisteria Avenue (APN 138-36-115-046), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75032].

Please reject this permit request. This is not a neighborhood that needs "hotels." It is an old family neighborhood and should stay that way, not a "party house" location. That's what so many of these places have turned into according to the others in the area who have been putting up with this kind of rental use. Reject this request PLEASE! Verlene Chiodini

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***January 8, 2019***
Time:	6:00 P.M.
Location:	City Council Chambers 495 South Main Street, 2nd Floor Las Vegas, Nevada 89101

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58P

Nora Lares

From: noreply@formstack.com
Sent: Monday, January 7, 2019 8:28 AM
To: Planning Comments
Subject: Planning Application Comments Form

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JAN 0 7 2018
Dept of Planning
City of Las Vegas

Formstack

Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/07/19 8:28 AM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75032
Position:	I OPPOSE the project and all related applications.
Name:	Grant Roylance
Residential or Business Address:	344 Wisteria Ave Las Vegas, NV 89107
Phone:	(702) 349-8450
Email:	riddles68@live.com
Comments:	I oppose any type of vacation rental use in our neighborhood. Our neighborhood is an older working class neighborhood and to bring in transient occupants on a weekly basis will be detrimental to our already struggling neighborhood. The safety of our elderly, children and families in our neighborhood would be compromised if this special use permit was approved. I strongly oppose this Special Use Permit.

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

S8P

Nora Lares

From: noreply@formstack.com
Sent: Friday, January 4, 2019 9:40 PM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

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JAN 0 7 2018
Dept of Planning
City of Las Vegas

Formstack Submission For: PlanningApplicationComments2018
Submitted at 01/04/19 9:40 PM

Meeting Date:	Tuesday, January 8, 2019
Project Number:	PRJ-75032
Position:	I OPPOSE the project and all related applications.
Name:	Corey Lockett
Residential or Business Address:	324 wisteria ave Las vegas, NV 89107
Phone:	(702) 287-1974

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Formstack, 8604 Allisonville Road, Suite 300, Indianapolis, IN 46250

S8P

Telephone Protest/ Approval Log

Meeting Date: _____ **Case Number:** _____

Date: 12/27/18
Name: John B. Wisniewski
Address: 6513 Hyde Ave LV NV 89107
Phone: 702-877-2321
☑ PROTEST ☐ APPROVE
NO
SUP 75033 58P

Date: 01/02/19
Name: Thomas Northouse
Address: 2116 Mission Peak Cir 89146
Phone: 702-376-7702
☒ PROTEST ☐ APPROVE
SUP-75044 60P

Date: 1/3/19
Name: David Francis
Address: 8921 Dio Guidi Dr LV NV 89117
Phone: 702-498-1880
☒ PROTEST ☐ APPROVE
SUP-75150 61P

Date: 1/3/19
Name: Robert Bobbett
Address: 1540 odette Ln LV 89117
Phone: 702-363-2733
☒ PROTEST ☐ APPROVE
SUP-75150 61P

Date: 1/3/19
Name: Robert Guo
Address: 2120 mission Peak Circle LV 89146
Phone: 702-221-0331
☒ PROTEST ☐ APPROVE
SUP-75044 60P

Date: _____
Name: _____
Address: _____
Phone: _____
☐ PROTEST ☐ APPROVE

Submitted after Final Agenda
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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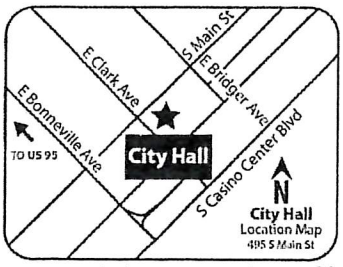

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75033 [PRJ-75032]
Planning Commission Meeting of **1/8/2019**

Case: SUP-75033

13836212035
MADSEN SCOTT T
6216 BRITTANY WAY
LAS VEGAS NV 89107-3445

NIXIE 891 FE 1320 0001/03/19
RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD
SC: 89106370303 *0294-01497-03-33

ANK
97 JRDONEOS >SERBC

Submitted after Final Agenda

S8P

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
69

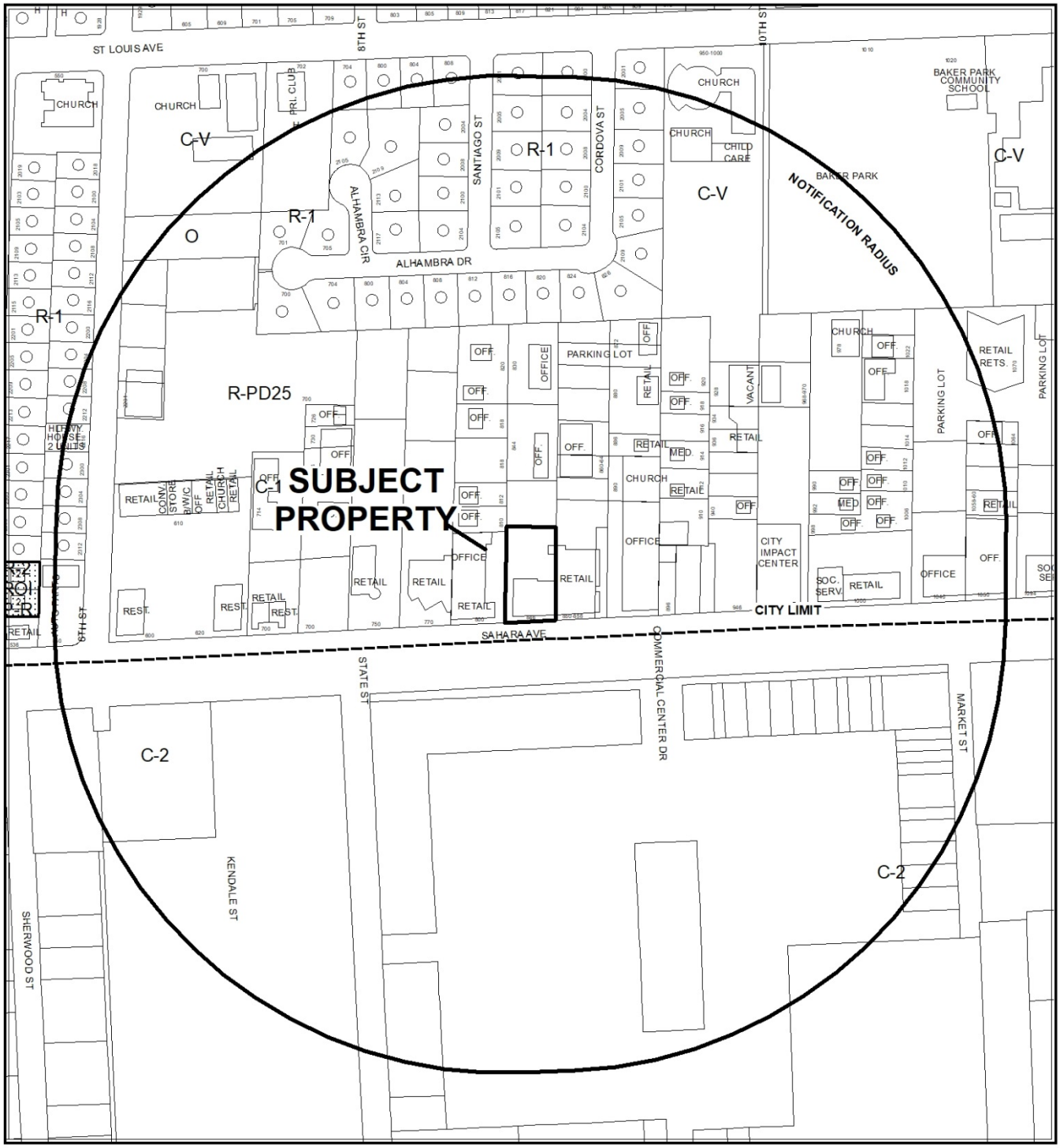
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-75204 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: MONET MONI MANSANO, ET AL - For possible action on a request for a Special Use Permit FOR A PROPOSED 18-UNIT HOTEL, MOTEL OR HOTEL SUITES USE on 0.53 acres at 846 East Sahara Avenue (APN 162-03-801-107), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-75054]. The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (7-0 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. Backup Submitted at the March 6, 2019 City Council Meeting
7. Backup Submitted at the January 22, 2019 Planning Commission Meeting



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CASE: **SUP-75204 (PRJ-75054)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **SUP-75204 (PRJ-75054)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MONET MONI MANSANO, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-75204	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 251 (By City Clerk)

PROTESTS 4

APPROVALS 2

JAB

**** CONDITIONS ****

SUP-75204 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Special Use Permit to operate a two-story, 17-unit Hotel in a vacant building at 846 Sahara Avenue.

ISSUES

- Approval of a Special Use Permit is required to allow a Hotel, Motel or Hotel Suites Use within the C-1 (Limited Commercial) zoning district. Staff does not support the request.

ANALYSIS

The applicant is proposing to operate a 17-unit Hotel in a vacant, two-story building, midblock on Sahara Avenue between 6th Street and Maryland Boulevard. The building was constructed in 1964, is 12,814 square feet, and shares its eastern wall with a larger retail establishment. Per floor plan stamped 03/27/19, there are six sleeping rooms and a conference center on the first floor, and 11 sleeping rooms, four amenity areas, and a great room on the second floor. The Hotel rooms will have access to a common set of bathroom facilities on each floor.

The justification letter stamped 01/03/19 describes the applicant's proposed Hotel use as a critical way to revive this particularly overlooked part of town. The letter states that a Hotel at this location "will continue to drive new tourists and patrons to local retailers and businesses in the Historic Commercial Center District area." The property has been vacant since 2013.

On 03/06/19, the City Council held SUP-75204 in abeyance until the applicant provided more detailed floor plans. The Department of Planning noted that the original floor plans were insufficient in detail for staff to determine if the use was consistent with the overall objectives of the General Plan. There was not enough detail to declare that the use wouldn't compromise the health, safety and welfare of the public. The applicant submitted revisions to the floor plan and site plan on 03/27/19.

After careful review, the revisions still lack a level of detail that is standard and required with similar development. The revised floor plans only have minor changes to room orientation, different labelling for rooms, larger restrooms on the ground floor, and additional symbols to identify the rooms and facilities. There are peculiarities in the room layout that staff has not seen before. Consequently, the plans are difficult to evaluate. On the second floor several private sleeping rooms can only be accessed through other private sleeping rooms, not a common hallway or foyer. The room identified as 250B can only be accessed by an adjacent amenity room, but the amenity room has no access to the rest of the building. The men and women's shower rooms on the first floor appear to be oriented in a way that, with opening a door, there's a direct line of sight from the large conference center assembly room into the shower.

The applicant stated that more detailed plans will be generated if the entitlement is approved. The City Council wanted more detailed plans before their next meeting on 05/01/19. Staff concludes that the revised floor plans do not satisfy the rigor and detail that City Council or Department of Planning requires to make a complete and satisfactory recommendation. Therefore, staff must recommend denial of SUP-75204.

This parcel is currently served by LVVWD for domestic service, but the service does not have the required backflow prevention per NAC 445A.67195. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing, fire flow availability and backflow retrofit. SNWA Regional Connection Charges will be assessed on a per room basis for Hotel/Motel use and those fees must be paid prior to civil plan approval and building permit issuance.

Per Title 19, The Hotel, Motel or Hotel Suites use is defined as:

1. Hotel – A building or group of buildings whose main function is to provide rooms for temporary lodging where entrance to each room is gained from a completely enclosed area. A hotel may also contain restaurants, conference rooms and personal service shops. The phrase "temporary lodging" refers to a rental period with a normal duration of no more than 1 week.
2. Motel – A building or group of buildings whose main function is to provide rooms for temporary lodging, rooms which are directly accessible from an outdoor parking area. The phrase "temporary lodging" refers to a rental period with a normal duration of no more than 1 week.
3. Hotel Suites – A facility offering temporary lodging accommodations to the general public in which rooms or suites may include kitchen facilities and sitting rooms in addition to the sleeping room. The phrase "temporary lodging" refers to a rental period with a normal duration of no more than 1 week.

There are no Minimum Special Use Permit Requirements for this use.

Staff finds the proposed Hotel use can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses. However, since the floor plans are too general to make a full assessment of the use, staff recommends denial. If approved, it is subject to conditions.

FINDINGS (SUP-75204)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The subject site is compatible with the existing surrounding land uses along the Sahara Avenue corridor.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the operation of a proposed 17-unit Hotel use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Street access is provided by Sahara Avenue, a Primary Arterial, which is adequate to accommodate the needs of the proposed Hotel 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.**

   From the submitted floor plans stamped 03/27/19, staff cannot determine if the Hotel use is consistent with the overall objectives of the General Plan, or whether it will compromise the health, safety and welfare of the public.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no minimum requirements associated with a Hotel, Motel or Hotel Suites use in Title 19.12.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
05/17/06	The City Council approved General Plan Amendment (GPA-9219) to change the Future Land Use designation to Commercial, Mixed Use, Industrial or Public Facilities on various parcels located within the proposed Las Vegas Redevelopment Plan area and within the proposed Redevelopment Plan expansion area. The Planning Commission and Staff recommended approval.
01/22/18	The Planning Commission unanimously voted to recommend DENIAL on a request for a Special Use Permit (SUP-75204) FOR A PROPOSED 18-UNIT HOTEL, MOTEL OR HOTEL SUITES USE on 0.53 acres at 846 East Sahara Avenue (APN 162-03-801-107), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-75054].
03/06/19	The City Council voted to a request for a Special Use Permit (SUP-75204) hold in abeyance to the May 1, 2019 City Council Meeting.

Most Recent Change of Ownership	
07/16/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1964	The existing commercial building was constructed.
10/20/88	A building permit (#8806872) was issued for a remodel (Church of Scientology) at 846 East Sahara Avenue. The permit was finalized on 06/13/89.
10/24/88	A building permit (#88007039) was issued for a spa (Church of Scientology) at 846 East Sahara Avenue. The permit was finalized on 06/02/89.
03/26/10	A Code Enforcement case (#87964) was processed for trash behind the building at 846 East Sahara Avenue. The case was resolved on 04/08/10.
02/06/12	A Code Enforcement case (#110263) was processed for graffiti on a building at 846 East Sahara Avenue. The case was resolved on 02/23/12.
12/13/12	A Code Enforcement case (#123260) was processed for graffiti on a building at 846 East Sahara Avenue. The case was resolved on 12/31/12.
08/13/13	A Code Enforcement case (#132036) was processed for graffiti on a building at 846 East Sahara Avenue. The case was resolved on 08/30/13.
10/02/13	A Code Enforcement case (#134048) was processed for graffiti on a building at 846 East Sahara Avenue. The case was resolved on 10/21/13.
10/28/13	A building permit (#247678) was issued a building and occupancy investigation at 846 East Sahara Avenue. The permit was finalized on 12/30/14.
12/09/14	A Code Enforcement case (#148731) was processed for construction being done inside the property at 846 East Sahara Avenue. The case was resolved on 01/07/15.

Pre-Application Meeting	
11/13/18	Staff conducted a pre-application meeting with the applicant where submittal requirements and deadlines for a Special Use Permit for a proposed Hotel, Motel or Hotel Suites were discussed.

Neighborhood Meeting
A neighborhood meeting was not required or held.

Field Check	
12/13/18	During a routine field check, staff observed a vacant commercial building. No signs of trash, graffiti or debris.

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	General Retail	C (Commercial)	C-1 (Limited Commercial)
North	Office, Other than Listed	C (Commercial)	C-1 (Limited Commercial)
South	Shopping Center	CG (Commercial General) – Clark County	C-2 (General Commercial) – Clark County
East	General Retail	C (Commercial)	C-1 (Limited Commercial)
West	General Retail Office, Other than Listed	C (Commercial)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 175 Feet	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area 1	Y
Interlocal Agreement	N/A
Project of Significant Impact /Development Impact Notification Assessment	N/A
Project of Regional Significance	Y

JAB

DEVELOPMENT STANDARDS

Structure is non-conforming, but it complies with current setbacks pursuant to Title 19.08.070.

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	100 Feet	113 Feet	Y
Min. Setbacks • Front • Side • Rear	 10 Feet 10 Feet 20 Feet	 13 Feet 17 Feet 115 Feet	 Y Y Y
Max. Lot Coverage	50 %	29 %	Y
Max. Building Height	N/A	2 Stories	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, gated, roof	Y
Mech. Equipment	Screened	N/A	N/A

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sahara Ave	Primary Arterial	Planned Streets and Highways	140	Y

Pursuant to Title 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or # of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Hotel	19	1:1	19				
TOTAL SPACES REQUIRED			19		21		Y
Regular and Handicap Spaces Required			18	1	19	2	Y
Loading Spaces							N/A

JAB

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

SUP-75204

Case Number: PRJ-75054 APN: 162-03-201-107

Name of Property Owner: Monet Moni Monsano

Name of Applicant: Monet Moni Monsano

Name of Representative: Erik Astramecki

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: MONET MONY MANSANO

Subscribed and sworn before me CARL ROSS NOTARY PUBLIC

This 15TH day of NOVEMBER, 2018 BY MONET MONY MANSANO

Carl Ross

Notary Public in and for said County and State

CARL ROSS
Notary Public State of Nevada
No. 04-93270-1
My Appt. Exp. Nov. 5, 2020

PRJ-75054
11/29/18

Revised 11-14-06

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Special Use Permit

Project Address (Location) 846 E. Sahara Ave. Las Vegas, NV 89104

Project Name Monet's Retreat **Proposed Use** Hotel

Assessor's Parcel #(s) 162-03-801-107 **Ward #** 3

General Plan: existing X proposed ____ **Zoning:** existing X proposed ____

Commercial Square Footage 12,728 **Floor Area Ratio** ____

Gross Acres 0.53 **Lots/Units** 18 **Density** ____

Additional Information ____

PROPERTY OWNER Monet Moni Monsano **Contact** Monet Moni Monsano

Address 2933 Harbor Cove Dr. **Phone:** 323-651-4678 **Fax:** ____

City Las Vegas. **State** NV **Zip** 89128

E-mail Address Monsano.Dee@gmail.com

APPLICANT Monet Moni Monsano **Contact** Monet Moni Monsano

Address 2933 Harbor Cove Dr. **Phone:** 323-651-4678 **Fax:** ____

City Las Vegas **State** NV **Zip** 89128

E-mail Address Monsano.Dee@gmail.com

REPRESENTATIVE Majestic Vacation Management **Contact** Erik Astramecki

Address 8020 W. Sahara Ave. #260 **Phone:** 702-550-1090 **Fax:** ____

City Las Vegas **State** NV **Zip** 89117

E-mail Address Erik@MajesticVacationManagement.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 MONET MONY MANSANO

STATE OF NEVADA COUNTY OF CLARK

Subscribed and sworn before me CARL ROSS NOTARY PUBLIC

This 15TH day of NOVEMBER, 2018.

BY MONET MONY MANSANO

Carl Ross

Notary Public in and for said County and State

CARL ROSS
Notary Public State of Nevada
No. 04-93270-1
My Appt. Exp. Nov. 5, 2020

Revised 10/27/08

FOR DEPARTMENT USE ONLY

Case #	SUP-75204
Meeting Date:	
Total Fee:	
Date Received:*	
Received By:	

*The application will not be deemed complete until the submitted material have been reviewed by the Department of Planning for consistency with applicable sections of the Zoning Ordinance.

PRJ-75054
11/29/18

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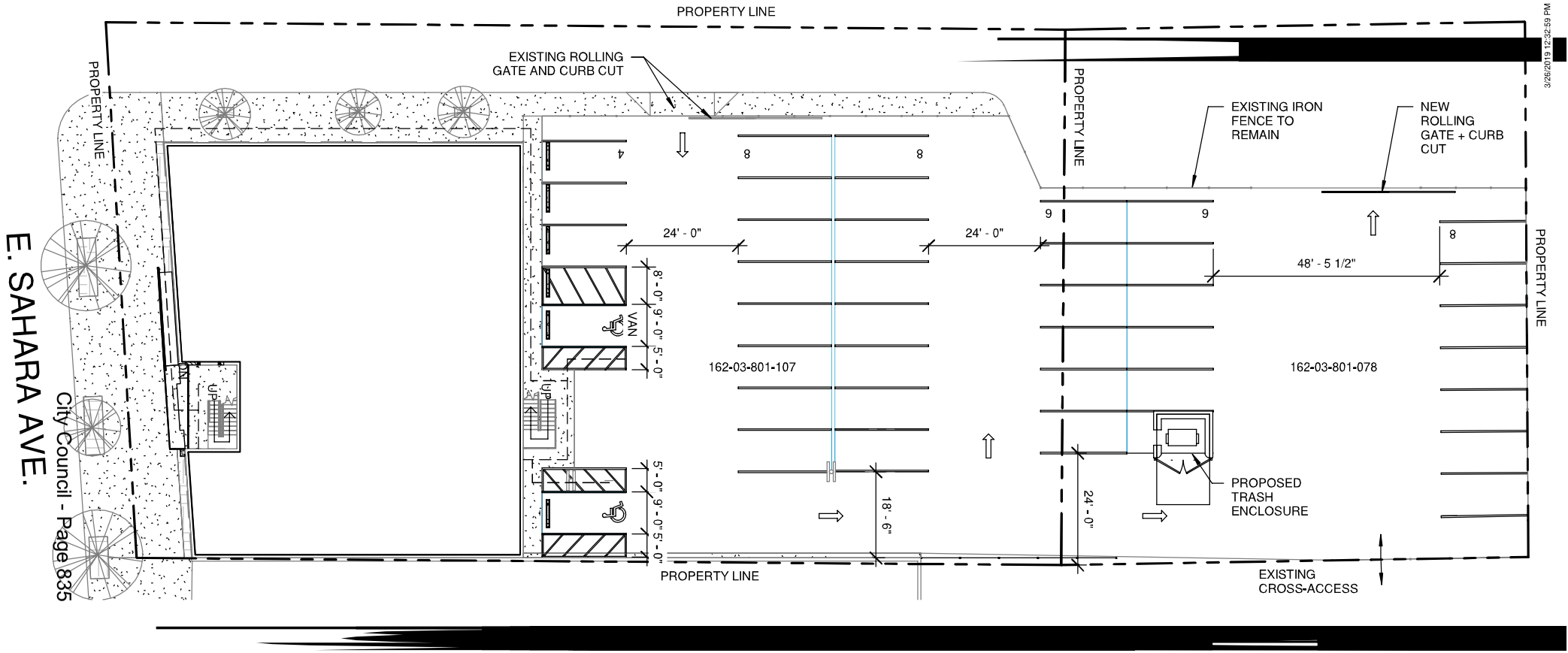


APN: 162-03-801-107

ADDRESS: 846 E. SAHARA AVE.

JURISDICTION: LAS VEGAS

ZONING: (C-1) LIMITED COMERCIAL DISTRICT

APPROXIMATE AREA:
PROPERTY: 23,086 SQUARE FEET, 0.79 ACRES
EXISTING BUILDING: 12,800 SQUARE FEET

TOTAL AREA UNDER ROOF: 12,800 SF

SETBACKS:

FRONT: 20'-0"
INTERIOR SIDE: 20'-0"
REAR: 0'-0"

MAX HEIGHT: N/A

ACTUAL HEIGHT: 23'-8" (APPROX.)

PARKING CALCULATIONS:

BANQUET HALL AT 1 PER 100 SQUARE FEET
2,807/ 100 = 29 SPACES

MOTEL AT 1 SPACE PER GUEST ROOM
11 GUEST ROOMS = 11 SPACES

TOTAL SPACES REQUIRED = 40

TOTAL ADA SPACES REQUIRED = 2

TOTAL SPACES PROVIDED = 40

TOTAL ADA SPACES PROVIDED = 1 ADA + 1 VAN ACCESSIBLE

PRJ-75054
03/27/19

SITE PLAN

MONETS R

MONY MONSANO

ale 1" = 20'-0"

Date: 03/26/19

1701 W Charleston Blvd, Suite 230, Las Vegas, NV 89102 PH.702.441.0026 FX.702.475.4755 www.IZdesignstudio.com

PLUMBING CALCULATION

CONFERENCE CENTER: 190 OCCUPANTS
WATER CLOSETS
MALE 1:125 OCCUPANTS - 1 REQUIRED
FEMALE 1:65 OCCUPANTS - 2 REQUIRED

LAVATORIES
1:200 OCCUPANTS - 1 REQUIRED

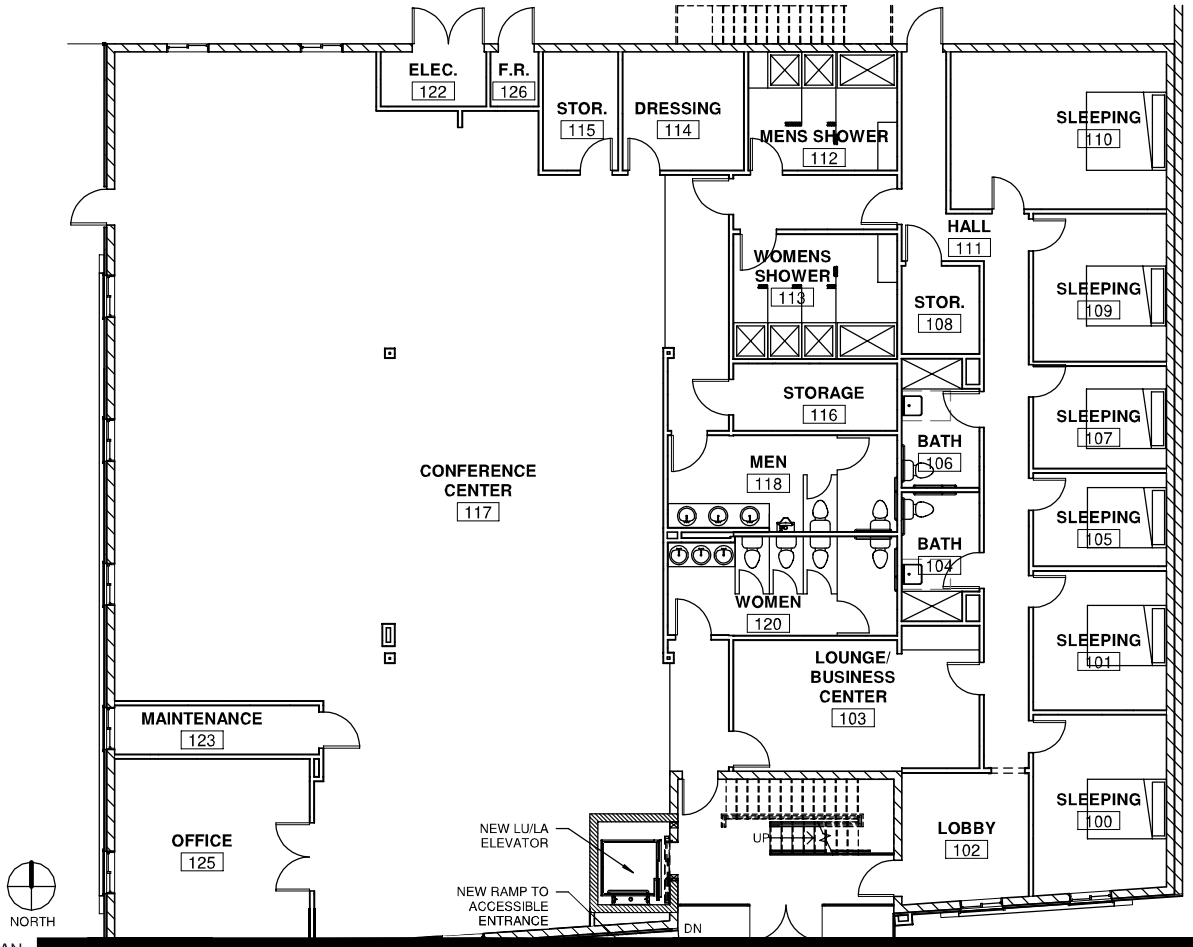
MOTEL: 11 SLEEPING UNITS
WATER CLOSETS
1: SLEEPING UNIT - 11 REQUIRED

LAVATORIS
1: SLEEPING UNIT - 11 REQUIRED

BATHTUBS/SHOWERS
1: SLEEPING UNIT - 11 REQUIRED

TOTAL REQUIRED FIXTURES:
WATER CLOSETS: 14 REQUIRED
LAVATORIES: 12 REQUIRED
BATHTUBS/SHOWERS: 11 REQUIRED

TOTAL PROVIDED FIXTURES:
WATER CLOSETS: 14 PROVIDED
LAVATORIES: 12 PROVIDED
BATHTUBS/SHOWERS: 12 PROVIDED



FIRST FLOOR PLAN

MONETS RET

MONY MONSANO

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design...sustainability...ar
1701 W Charleston Blvd, Suite 230, Las Vegas, NV 89102 PH.702.441.0026 FX.702.475.4755 www.IZdesignstudio.com

PRJ-75054
03/27/19

PLUMBING CALCULATION

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TOTAL PROVIDED FIXTURES:
WATER CLOSETS: 14 PROVIDED
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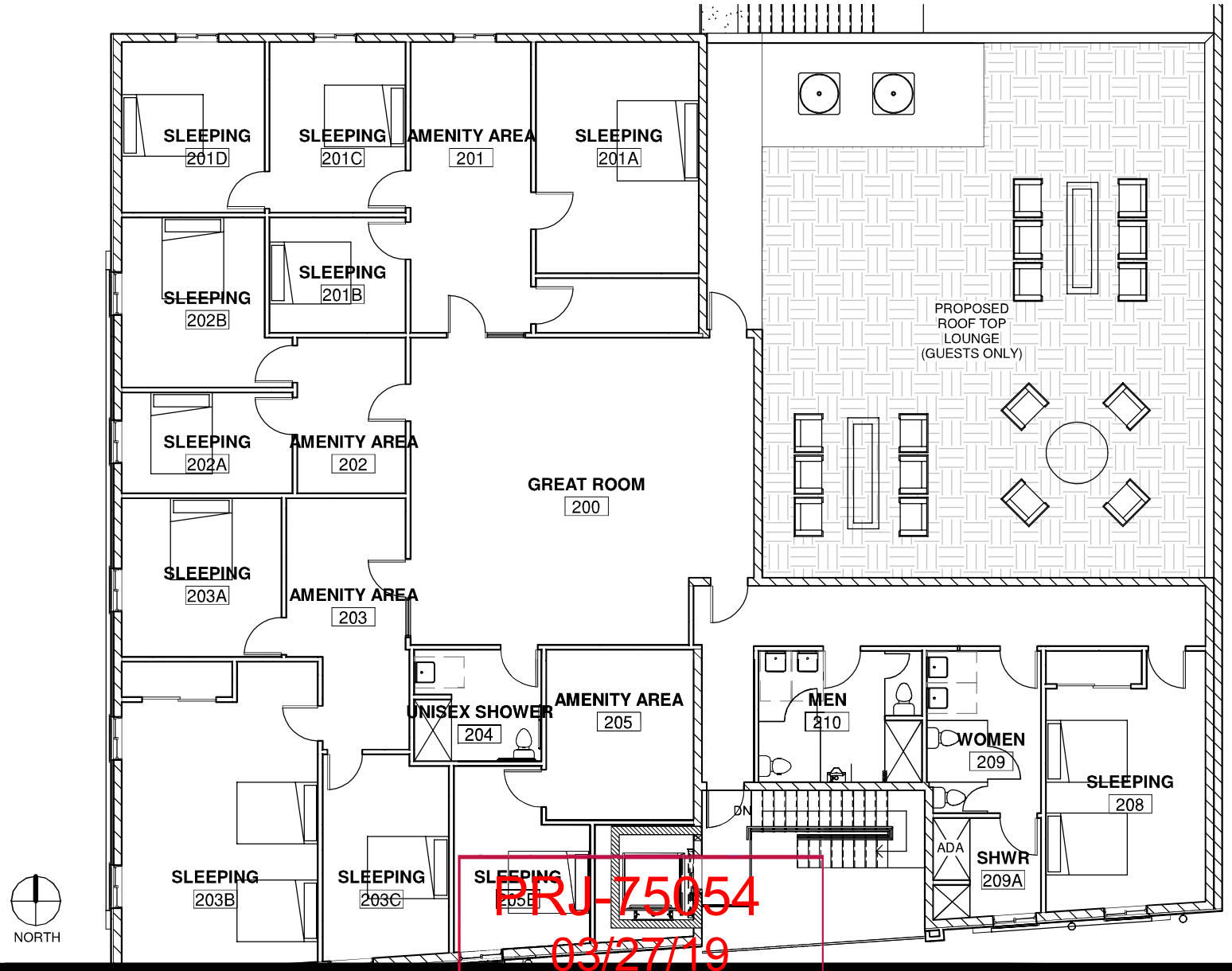
BATHTUBS/SHOWERS: 12 PROVIDED



PRJ-75054
03/27/19

Scale 1/8" = 1'-0"

SECOND F

MONE

MONY MONSANO

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City Council - Page 837

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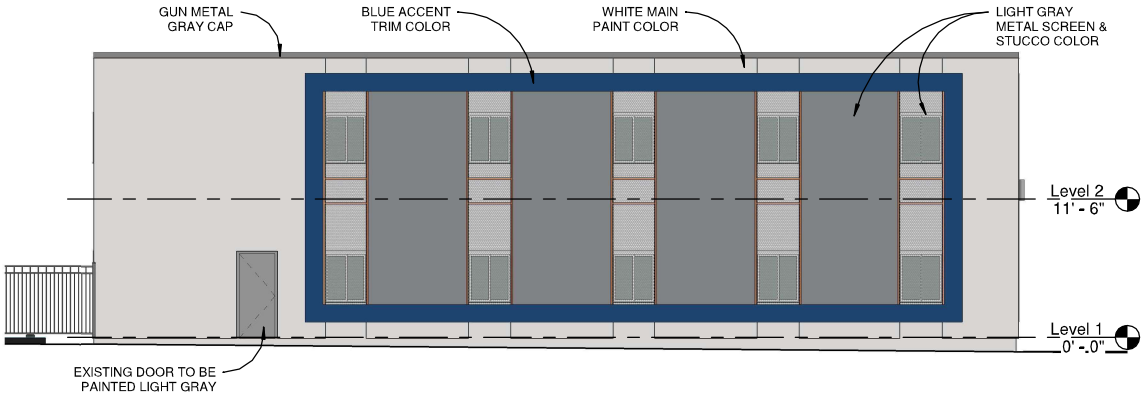
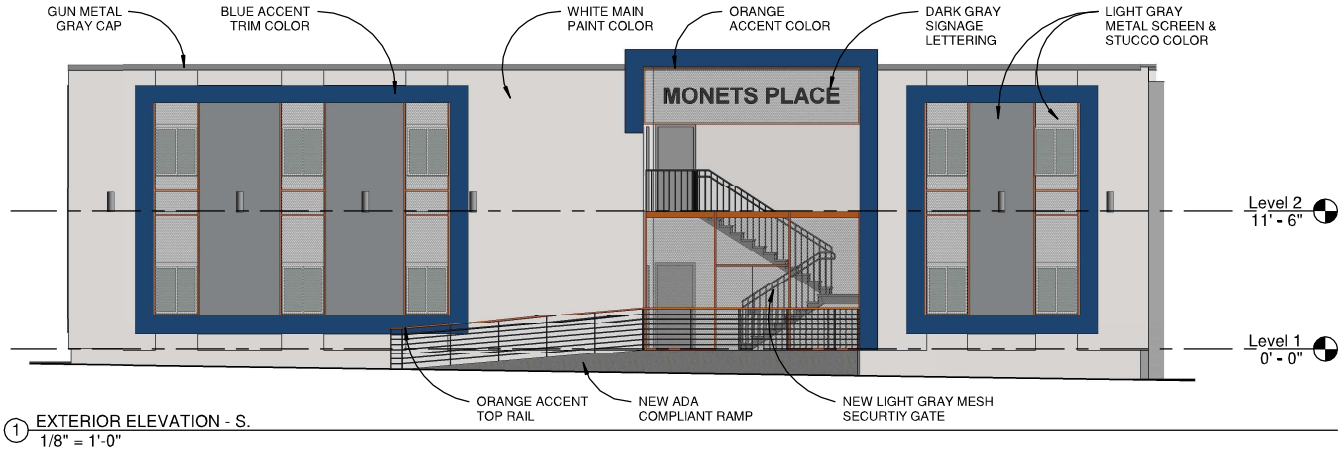


2 EXTERIOR ELEVATION - W.
1/8" = 1'-0"



1 EXTERIOR ELEVATION - S.
1/8" = 1'-0"

EXTERIOR ELEVATIO

MONETS RET

MONY MONSANO

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1701 W Charleston Blvd, Suite 230, Las Vegas, NV 89102 PH.702.441.0026 FX.702.475.4755 www.IZdesignstudio.com

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PRJ-75054
03/27/19



SUP-75204 [PRJ-75054] - SPECIAL USE PERMIT - APPLICANT/OWNER: MONET MONI MANSANO, ET AL
846 EAST SAHARA AVENUE

12/13/18

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SUP-75204 [PRJ-75054] - SPECIAL USE PERMIT - APPLICANT/OWNER: MONET MONI MANSANO, ET AL
846 EAST SAHARA AVENUE

12/13/18

Cit



SUP-75204 [PRJ-75054] - SPECIAL USE PERMIT - APPLICANT/OWNER: MONET MONI MANSANO, ET AL
846 EAST SAHARA AVENUE

12/13/18

Cit

November 28 ,2018

Planning and Development Department
City Of Las Vegas
333 North Ranch Dr,
Las Vegas NV 89106

RE: Justification Letter Regarding SUP Application for PRJ-75054- Monet's Retreat

To Whom it May Concern:

This letter is written on behalf of the applicant, Monet Monsano, and shall serve as the required justification letter for the Site Development Plan Review and associated SUP application for an approximate 0.53-acre Hotel Project at the Property.

The Property is located at 846 E Sahara Ave, on the NE side of Sahara and Commercial Center. The subject property is located directly across from the Historic Commercial Center District.

We are seeking to re-use the Property and develop it into an 18-bedroom Hotel with Conference Center. This building has been re-conceptualized to seek the highest and best use for the Property under the current anticipated future market conditions. Thus, the attached Site Development Review and Special Use Permit Application seeks approval for:

- 18 Room Hotel W/Conference Center

The proposed Re-development, as submitted, consists of one building structure with ground level parking located behind the building. The first floor will have 6 Bedrooms as well a 3500 SQFT conference room. The second floor will have 12 bedrooms with 5 lounges and a Business Center.

PRJ-75054
01/03/19

SUP-75204

WHY:

Monet Monsano the building owner has always been a man of Art. He is a world-renowned makeup artist and instructor. He and his lovely wife Dee relocated from LA to Las Vegas in 2013. They started Image Exclusive which is a Makeup store directly next to this project at 856 E Sahara Ave. His IMDB is quite impressive as he was the mastermind makeup creator behind Terminator, Hell Raiser, Beauty and the Beast (1987), and Hook to name a few.

When he purchased the building from the Church of Scientology in 2013, he had plans to lease to local small businesses and renovate the building. However, like many in this area of town it was getting difficult to find local business that want to rent in the area and this has led to the building being left vacant.

Building and Fire Safety/Tenant Improvements:

This building was built in the early 80's and needs significant tenant improvements prior to receiving operating permits and the approval of Building & Fire Safety. We have engaged with Bilmar Contracting and have defined a Scope of Work that includes over $600,000 in tenant improvements needed to bring the building up to the Fire & Safety Standards of today. This includes items such as ADA Accessibility, Fire Sprinkler & Suppression Systems, Upgrading Electrical & Plumbing, Structural Re-Enforcement and all other items that are required of a Hotel Establishment in this city. These plans will be submitted a week after the 22nd of January, provided we have approval of this SUP.

Bilmar Contracting has asked for 20% of the total TI upfront before finalizing their plans and submitting for building permits. We are waiting until we have the approval of the SUP, prior to moving forward with the Deposit.

In Summary, Monet's Retreat is an idea that we believe can help revive this area. When we met with Councilman Bob Coffin & Felipe Ortiz on 11/27/18 and discussed this project, we got positive feedback that this project is a good fit for this area. We also discussed how this area has struggled to be re-developed and how the city has recently approved several projects in the area. We would like to continue that progress by re-developing a unique building into a Fun & Diverse Resort less than ¾ mile from the Las Vegas Convention Center and that will continue to drive new tourists and patrons to local retailers and business in the Historic Commercial Center District area. This area was once a blossoming part of town and we believe Monet's Retreat will help continue to bring that spark back to this area. We need your approval of this SUP to help us make it a reality.

PRJ-75054
01/03/19

SUP-75204

We greatly appreciate your time and effort in the review of this development proposal. If you have any questions, or require further information, please do not hesitate to contact me at 702-300-1632

Sincerely.

Erik Astramecki,
On Behalf of Monet Monsano

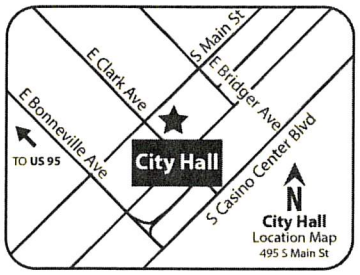
PRJ-75054
01/03/19

SUP-75204

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
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 or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75204 [PRJ-75054]

City Council Meeting of **3/6/2019**

Case: SUP-75204

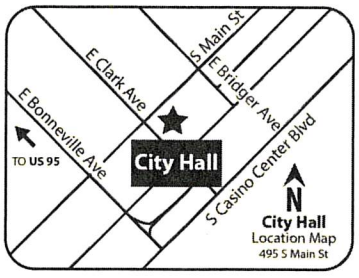
16203801104
S & L FAMILY TRUST
ZURAWSKI STANLEY M & LINDA A TRS
750 E SAHARA AVE
LAS VEGAS NV 89104

93 LRDFMP1 89104

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
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



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75204 [PRJ-75054]

City Council Meeting of **3/6/2019**

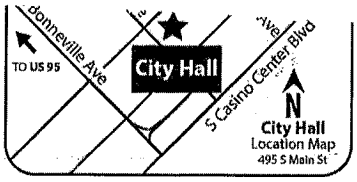
Case: SUP-75204

16203801058
ZURAWSKI STANLEY M JR
ZURAWSKI LINDA
750 E SAHARA AVE
LAS VEGAS NV 89104-2913

Submitted after final agenda

Date 2/26/19 Item 93

93 LRDFMP1 89104



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RECEIVED
CITY CLERK
2019 FEB 26 P 12: 18

Case: SUP-75204

16203801064
FRASER THOMAS B II REVOCABLE LIV
FRASER THOMAS BROCKIE II TRS
2513 DESERT GLEN DR
LAS VEGAS NV 89134

[X] I SUPPORT this Request

[ ] I OPPOSE this Request

2019 FEB 26 P 12:18
CITY CLERK
RECEIVED

Please use available blank space on card for your comments.

SUP-75204 [PRJ-75054]

City Council Meeting of **3/6/2019**

131 LRDFMP1 89134

Submitted after final agenda
Date 2/26/19 Item 93

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

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CITY CLERK
2019 MAR -4 A 11:51

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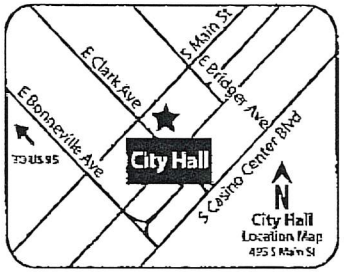
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75204 [PRJ-75054]
City Council Meeting of **3/6/2019**

Case: SUP-75204
16203801060
B & T OFFICE BUILDING LTD
844 E SAHARA AVE
LAS VEGAS NV 89104-3017

89 LADFNP1 89104

Submitted after final agenda
Date 3/4/19 Item 93

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



RECEIVED
JAN 2 2 2018
Dept of Planning
City of Las Vegas

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 submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-75204 [PRJ-75054]

Planning Commission Meeting of **1/22/2019**

Case: SUP-75204

16210501002
T W J PALMS L L C
100 S BISCAYNE BLVD #900
MIAMI FL 33131-2031

Submitted after Final Agenda

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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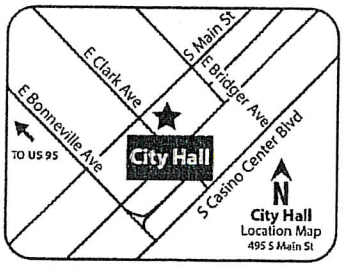
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JAN 17 2019
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75204 [PRJ-75054]
Planning Commission Meeting of **1/22/2019**

Case: SUP-75204
16203801104
S & L FAMILY TRUST
ZURAWSKI STANLEY M & LINDA A TRS
750 E SAHARA AVE
LAS VEGAS NV 89104

93 LRDFNP1 89104

31P

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
70

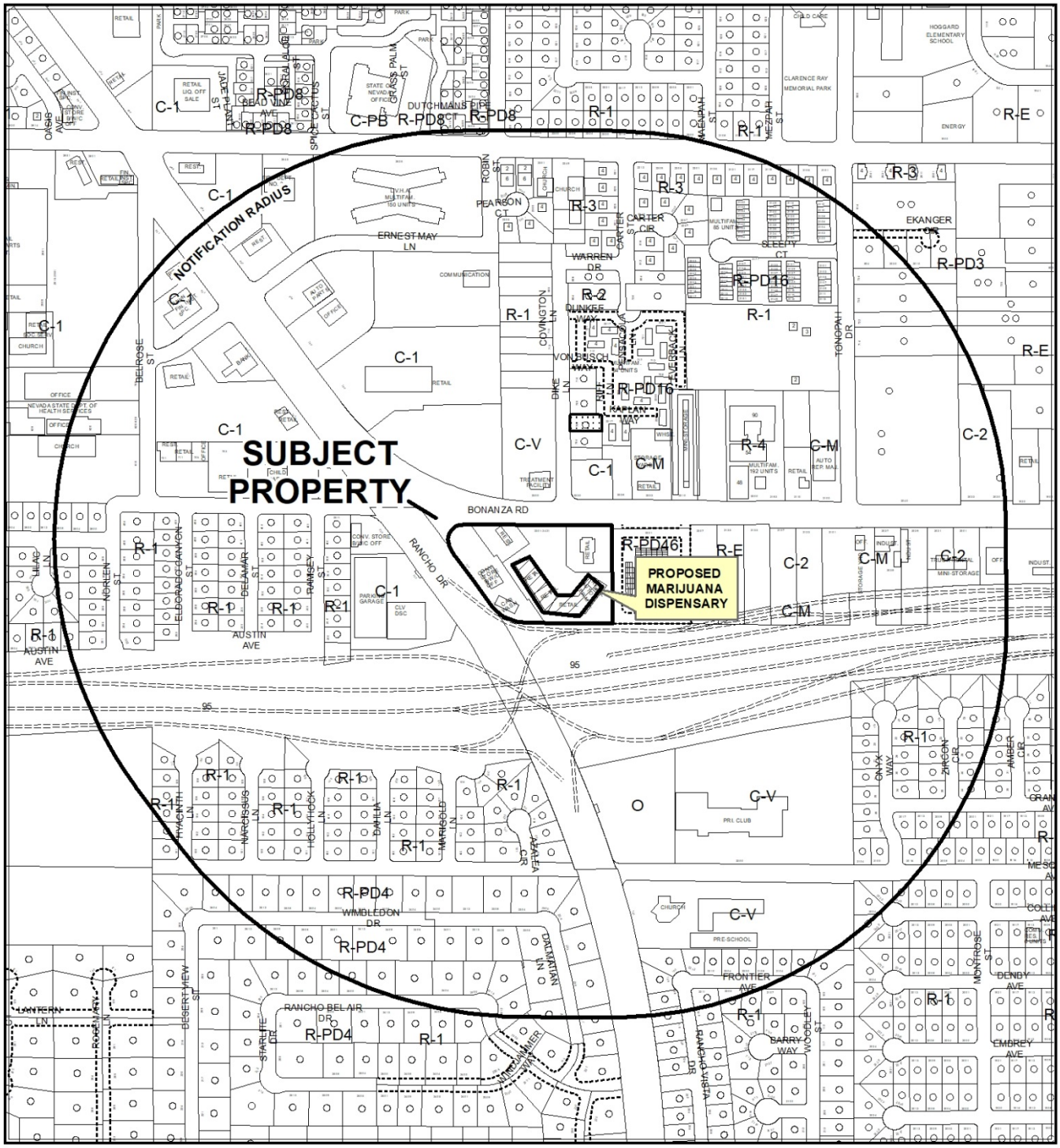
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-75313 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: HAVE A HEART LAS VEGAS, LLC - OWNER: TWISTED WILLOW INVESTMENTS, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 20,225 SQUARE-FOOT MARIJUANA DISPENSARY USE at 2401 West Bonanza Road, Suite B to Q (APN 139-29-813-005), C-2 (General Commercial) Zone, Ward 5 (Crear) [PRJ-75151]. The Planning Commission (3-2-1 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	**7**	**Planning Commission Mtg.**	**2**
City Council Meeting	**6**	**City Council Meeting**	**1**

RECOMMENDATION:
The Planning Commission (3-2-1 vote) recommends DENIAL. Staff recommends APPROVAL.

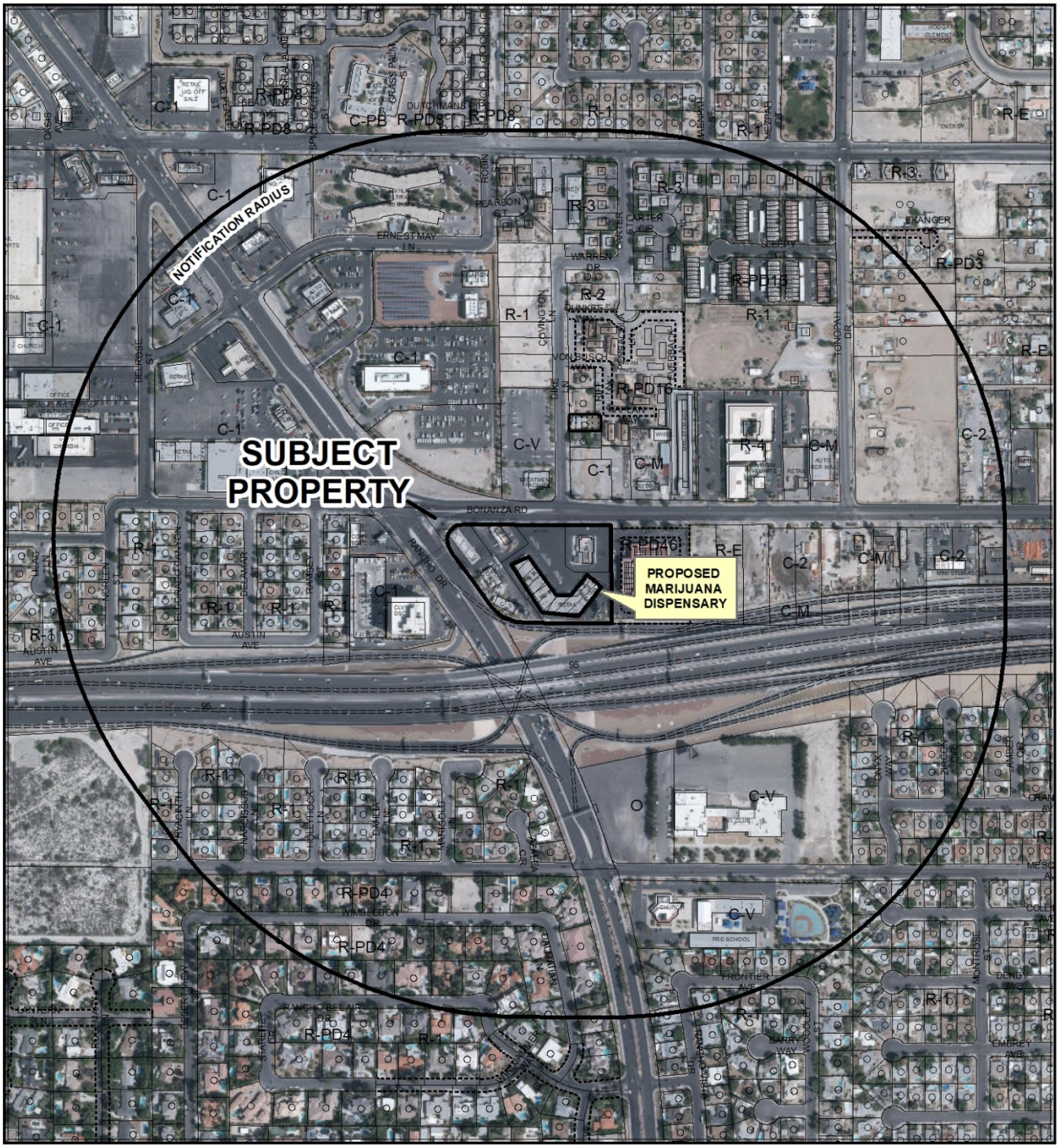
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Request to Withdraw Without Prejudice – Submitted by NPB Development
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Protest Postcard
8. Backup Submitted at the March 6, 2019 City Council Meeting
9. Submitted after Final Agenda – Request to Table
10. Backup Submitted at the February 12, 2019 Planning Commission Meeting



CASE: **SUP-75313 (PRJ-75151)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



0 435 870 Feet

CASE: **SUP-75313 (PRJ-75151)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-75313
(PRJ-75151)

Marijuana Establishments

- Dispensaries
- Production Facilities
- Testing Laboratories
- Cultivation

Protected Uses

- RELIGIOUS
- COMMUNITY CENTERS
- Private Schools
- Pools
- SCHOOLS
- Child Care/ Children Facility
- Parks
- Teen Dance Center

Prohibited Areas

- Art District
- Fremont

- City Limits
- Subject Property
- 300 &1000 ft 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, January 03, 2019

March 19, 2019

Mr. Jonathan Boyles
Senior Planner
City of Las Vegas
333 North Rancho Drive
3rd Floor
Las Vegas, NV 89101

RE: 2401 West Bonanza Road (SUP-75313) – Application Withdraw

Mr. Boyles;

On behalf of Twisted Willow Investments, LLC (property owner) and Have a Heart, LLC (applicant), we would like to withdraw our request without prejudice to develop a marijuana dispensary at 2401 West Bonanza Road (SUP-75313).

If you have any questions, please contact me at any time.

Kind regards,



Nathan Bouvet
Project Representative
NPB Development
(702) 812-3499
NPBDevelopment@gmail.com

RECEIVED 03.19.19

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: HAVE A HEART LAS VEGAS, LLC - OWNER: TWISTED WILLOW INVESTMENTS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
SUP-75313	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 24

NOTICES MAILED 586 (By City Clerk)

PROTESTS 12

APPROVALS 3

JB

**** CONDITIONS ****

SUP-75313 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Marijuana Dispensary 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. 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.

4. All development shall be in conformance with the site plan date stamped and floor plan date stamped 12/24/18, except as amended by conditions herein. Any modification of the premises of a 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.

5. 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.

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, as well as submitted as part of any business license application.

8. The presence of minors on the premises of a 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.

9. Approval of this Special Use Permit does not constitute approval of a Marijuana Dispensary license.

10. This business shall operate in conformance to Chapter 6 of the City of Las Vegas Municipal Code.

11. A Marijuana Dispensary 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.

12. Conformance to all regulations pertaining to Marijuana Establishment found within Nevada Revised Statute 453A and 453D, and Nevada Administrative Code NAC 453A and 453D.

13. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a proposed 20,225 square-foot Marijuana Dispensary to be located at 2401 West Bonanza Road, Suites B to Q.

ISSUES

- The Marijuana Dispensary use is permitted within a C-2 (General Commercial) zoning district with the approval of a Special Use Permit.
- The subject site is in compliance with all minimum distance separation requirements pursuant to Title 19.12 pertaining to a Marijuana Dispensary use, as set forth by adopted Ordinance No. 6321.

ANALYSIS

The Marijuana Dispensary use is defined as “An establishment which acquires, possesses, delivers, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials. This use includes a “medical marijuana dispensary,” as defined in NRS 453A.115 and a "retail marijuana store" as defined in NRS 453D.030.” Per the submitted justification letter and floor plan, the proposed use meets the definition outlined above.

The Minimum Special Use Permit Requirements for this use include:

* 1. Pursuant to its general authority to regulate the cultivation, production, dispensing, and sale of marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a marijuana dispensary and certain other uses that should be protected from the impacts associated with a marijuana dispensary. Therefore, except as otherwise provided below, no marijuana dispensary may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;
b. Church/house of worship;
c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);
d. Community recreational facility (public); or

JB

e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

The proposed use meets this requirement; the applicant submitted a survey demonstrating that there are no schools within 1,000 feet of the subject property, as well as there are no individual care centers licensed for more than 12 children, community recreational facilities (public) or City parks or churches/houses of worship or recreational opportunities to minors within 300 feet of the subject property.

* 2. The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed marijuana dispensary which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed marijuana dispensary. The distance shall be measured in a straight line without regard to intervening obstacles.

The proposed use meets this requirement; measurement is taken from the property line of the Rancho Circle Shopping Center Plat Book 143, Page 61.

* 3. For the purpose of Requirement 2, and for that purpose only:
a. The “property line” of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and
b. The “property line” of a marijuana dispensary refers to:
i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or
ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:
A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;
B. The proposed marijuana dispensary will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed marijuana dispensary will be located;
C. All parking spaces required by this Section 19.12.070 for the marijuana dispensary use will be located on the same parcel as the use; and

D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

The subject site is an existing commercial subdivision and did not require the creation of a separate parcel to meet the distance separation requirements. As such, condition #3 is not applicable and the site is in conformance with this requirement.

* 4. When a retail marijuana store authorized pursuant to NRS Chapter 453D (the "Chapter 453D facility") is proposed to be located within a medical marijuana dispensary that is authorized pursuant to NRS Chapter 453A (the "Chapter 453A facility"), and the Chapter 453A facility has obtained special use permit approval as of July 1, 2017, the applicable distance separation requirements under Requirement 1 for the proposed Chapter 453D facility shall be those that were in effect at the time of special use permit approval for the Chapter 453A facility. A Chapter 453D facility that has received special use permit approval, either pursuant to a new special use permit or by means of a review of conditions under an existing special use permit, shall be deemed a conforming use for purposes of this Title.

This location was not licensed prior to July 1, 2017; as such Condition #4 is not applicable, as the site is in conformance with the requirement.

* 5. The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

The use complies will require approval of a business license and continual inspections to verify it is in compliance with Title 6 requirements.

* 6. No outside storage shall be permitted, including the use of shipping containers for on-site storage.

The proposed use meets this requirement, as no outside storage including shipping containers has been denoted within the submitted site plan.

* 7. Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

Per the submitted floor plan, the proposed use will have one primary public access door on the north perimeter of the building which provides access to a waiting room and therefore conforms to this requirement.

* 8. No drive-through facilities shall be permitted in conjunction with a marijuana dispensary.

The proposed use meets this requirement, as no drive-through facilities are proposed with this location.

* 9 The Special Use Permit shall be void without further action if the use ceases for a period exceeding 90 days.

The Department of Planning - Business Licensing division will monitor and require compliance with this requirement should the use cease.

* 10. A 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.

The Department of Planning - Business Licensing division will coordinate with the State of Nevada to assure that this requirement is met prior to the issuance of a business license.

* 11. No marijuana dispensary shall be located on any property which abuts Fremont Street west of 8th Street.

This condition is not applicable, as the subject site is not located on property which abuts Fremont Street west of 8th Street.

* 12. No accessory uses are permitted in association with a marijuana dispensary unless such a use relates to providing education regarding the use of marijuana.

The applicant has not proposed any associated uses with the proposed Marijuana Dispensary use. The Department of Planning - Business Licensing division will assure all activities are in compliance with this condition.

The subject site provides 179 parking spaces where 147 parking spaces are required for the existing shopping center development and conforms to Title 19.12 parking requirements for the Marijuana Dispensary use.

This parcel is currently served by the Las Vegas Valley Water District (LVVWD), but one of the two domestic services does not have the backflow prevention required for this use per NAC 445A.67195. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing, fire flow verification and backflow retrofit.

Other than the Minimum Special Use Permit Requirements found within Title 19.12, there are no special development requirements pertaining to the site. The subject site is an existing commercial development which can accommodate the intensity of the proposed use.

The subject site complies with all minimum distance requirements as set forth by Title 19.12, and therefore the use can be conducted in a compatible and harmonious manner with the surrounding existing uses located in the shopping center and future land uses as projected by the General Plan. As such, staff recommends approval of the proposed use subject to conditions. If denied, no Marijuana Dispensary use would be permitted to be established at this site.

FINDINGS (SUP-75313)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The applicant has proposed a 20,225 square-foot Marijuana Dispensary within an existing shopping center, which is physically suitable for the intensity of the proposed land use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The proposed Marijuana Dispensary can be accessed from Bonanza Road, a 90-foot Primary Arterial that has adequate capacity to serve the proposed development. Secondary access is also provided from Rancho Drive, a 180-foot Expressway, as depicted on the Master Plan of Streets and Highways.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed Marijuana Dispensary use will be subject to regular City and County inspections for licensing and will therefore not compromise the public health, safety, or general welfare or any objective of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Marijuana Dispensary use meets all distance separation requirements per Title 19.12. Conditions of approval will ensure conformance with all other minimum requirements for this use.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
10/13/66	The Board of City Commissioners approved a request for Rezoning (Z-0058-66) from R-E (Residential Estates) to C-1 (Limited Commercial), with a portion of the site designated C-2 (General Commercial) for a proposed car wash on property generally located at the southeast corner of Rancho Road and Bonanza Road.
11/22/83	The Planning Commission approved a request for a Plot Plan Review [Z-0058-66(1)] for a proposed Automotive Tire Store on property generally located at the southeast corner of Rancho Road and Bonanza Road.
08/01/84	The City Council approved a request for Rezoning (Z-0044-84) from C-1 (Limited Commercial) to C-2 (General Commercial) at 2401 West Bonanza Road.
12/17/97	The Department of Planning administratively approved a Site Development Plan Review [Z-0058-66(2)] for the proposed expansion of a portion of the existing Shopping Center with the addition of a Service Station, Car Wash and Convenience Store on property located at 2441 West Bonanza Road. The existing car wash and convenience store were to be replaced by the proposed development.
05/02/01	The City Council approved a request for a Site Development Plan Review [Z-0058-66(3)] for a proposed 3,200 square-foot Convenience Store with a Car Wash and Gas Pumps at the southeast corner of Rancho Drive and Bonanza Road.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
05/02/01	The City Council approved a request for a Special Use Permit (U-0032-01) for a proposed Liquor Establishment (Off-Premise Consumption) in conjunction with a proposed Convenience Store at the southeast corner of Rancho Drive and Bonanza Road.
05/15/02	The City Council approved a request for a Special Use Permit (U-0021-02) for a Restaurant Service Bar in conjunction with a proposed restaurant at 2301 West Bonanza Road. The approval has not been valid since at least 2011 and the use has expired.
03/05/03	The City Council approved a request for a Master Sign Plan (MSP-1194) for a proposed Convenience Store, Gas Canopy and Car Wash at 2401 West Bonanza Road.
08/18/04	The City Council approved a request for a Special Use Permit (SUP-4576) for a Liquor Establishment (Off-Premise Consumption) [Beer and Wine only] in conjunction with an approved Convenience Store at the southeast corner of Rancho Drive and Bonanza Road.
09/15/04	The City Council approved a request for a Variance (VAR-4701) to allow a proposed 100-foot tall flag pole where 40 feet is the maximum height allowed at 2401 West Bonanza Road.
10/21/10	The Planning Commission approved a request for a Tentative Map (TMP-39484) for a one-lot commercial subdivision on 4.65 acres at 320 North Rancho Drive.
07/27/11	A Final Map (FMP-40535) for a one-lot commercial subdivision on 4.65 acres at the southeast corner of Bonanza Road and Rancho Drive was recorded.
07/15/13	Department of Planning staff administratively approved a Conditional Use Verification (CUV-50406) for a proposed Auto Smog Check use at 2401 West Bonanza Road.
11/21/13	Department of Planning staff administratively approved a Minor Site Development Plan Review (SDR-51809) to raise the height of an existing Off-Premise Sign from 60 feet to 65 feet on 2.19 acres at 2401 West Bonanza Road.
07/19/17	The City Council approved a request for an Extension of Time (EOT-70707) for a nonconforming Liquor Establishment (Tavern) at 2401 West Bonanza Road. Staff recommended approval.
07/27/17	Department of Planning staff administratively approved a Conditional Use Verification (CUV-71303) for a proposed Auto Garage, Minor use at 2401 West Bonanza Road, Suite N.
02/12/19	The Planning Commission voted (3-2-1) to recommend DENIAL on a request for a Special Use Permit (SUP-75313) FOR A PROPOSED 20,225 SQUARE-FOOT MARIJUANA DISPENSARY USE at 2401 West Bonanza Road, Suites B to Q (APN 139-29-813-005), C-2 (General Commercial) Zone, Ward 5 (Crear) [PRJ-75151].

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/06/19	The City Council voted to hold a request for a Special Use Permit in abeyance to the May 1, 2019 City Council meeting.

Most Recent Change of Ownership	
03/31/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/03/72	A building permit (2697) was issued for a 25,320 square-foot retail building (foundation only) at 2401 West Bonanza Road.
02/18/72	A building permit (2912) was issued for a 25,320 square-foot shopping center at 2401 West Bonanza Road.
09/20/72	A business license (L16-00023) was issued for a liquor establishment at 2401 West Bonanza Road.
01/12/73	A building permit (9653) was issued for a tenant improvement remodel for a 4,300 square-foot theater at 2401 West Bonanza Road.
09/30/77	A business license (G01-00192) was issued for restricted gaming at 2401 West Bonanza Road.
08/15/83	A building permit (2201) was issued for an interior remodel with three new openings at 2401 West Bonanza Road.
06/20/89	A building permit (#89029242) was issued for demolition of an existing theater and interior remodel of 2401 West Bonanza Road, Suite M. A final inspection was approved 10/10/89.
07/12/00	A business license (T29-00002) was issued for an erotic dance establishment at 2401 West Bonanza Road. The license has expired.
04/02/18	A building permit (C-335952) was issued for a tenant improvement remodel for a tavern and restaurant at 2401 West Bonanza Road, Suite A. A final inspection was approved 08/27/18.
07/08/18	A business license (L66-00091) was issued for a tavern with restricted gaming (15 machines) at 2401 West Bonanza Road, Suite A. The use is legally nonconforming with respect to distance separation from a church and other taverns. The license remains active.

Pre-Application Meeting	
08/29/18	A Pre-Application meeting was conducted with the applicant to review the application materials and submittal requirements for a Special Use Permit for a Marijuana Dispensary use.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
12/27/19	Staff conducted a field check of the subject site and found the subject site to be a well-maintained shopping center.

Details of Application Request	
Site Area	
Net Acres	2.19

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	LI/R (Light Industry/Research)	C-2 (General Commercial)
North	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
	Facility to Provide Testing, Treatment or Counseling for Drug or Alcohol Abuse		C-V (Civic)
South	U.S. 95	Right-of-Way	Right-of-Way
East	Multi-Family Residential (Condominiums)	MXU (Mixed Use)	R-PD46 (Residential Planned Development – 46 Units per Acre)
West	Office, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
West Las Vegas Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (140 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails (Pedestrian Path – Rancho Drive)	Y
Las Vegas Redevelopment Plan Area (Area 1)	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

JB

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Bonanza Road	Primary Arterial	Master Plan of Streets & Highways	90	Y
Rancho Drive	Expressway	Master Plan of Streets & Highways	180	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	36,616 SF (excluding 4,860 Drive-Thru Car Wash)	1:250	147				
TOTAL SPACES REQUIRED			147		179		Y
Regular and Handicap Spaces Required			142	5	174	5	Y

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: TBD / Have A Heart LV LLC APN: 139-29-813-002 & 005

Name of Property Owner: Twisted Willow Investments, LLC & Rancho Circle Shopping Center, LLC - James Bayer

Name of Applicant: Have A Heart Las Vegas, LLC - Ryan Kunkel

Name of Representative: Development Services Nationwide - Nathan Bouret, Consultant

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 BAYER

Subscribed and sworn before me

This 23rd day of August, 2018

_____

Notary Public in and for said County and State

SABINE BELLAMY
Notary Public-State of Nevada
APPT. NO. 09-10488-1
My Appt. Expires 07-06-2021

Revised 03/28/16

PRJ-75151
12/17/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Marijuana Establishment Special Use Permit

Project Address (Location) 2301 and 2401 W. Bonanza Rd., Las Vegas, NV 89106 Suites B-Q (Dotty's Not A Part)

Project Name Have A Heart Las Vegas, LLC **Proposed Use** Marijuana Retail

Assessor's Parcel #(s) 139-29-813-002 and 005 **Ward #** 5

General Plan: existing L-I R proposed L-I/R **Zoning:** existing C-2 proposed C-2

Commercial Square Footage 25,000+/- **Floor Area Ratio** N/A

Gross Acres 2.96 **Lots/Units** 2 **Density** N/A

Additional Information Both sites have an existing building, shared parking, curb, gutter and sidewalk, and existing utilities servicing the site.

PROPERTY OWNER Twisted Will and Rancho LLCS **Contact** James Bayer, Owner

Address 4780 W Harmon Avenue, Ste. #4 **Phone:** 7028828139 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89103

E-mail Address jamesjbayer@aol.com

APPLICANT Have A Heart Las Vegas, LLC **Contact** Ryan Kunkel, CEO/Manager

Address 3958 6th Avenue **Phone:** 4252684391 **Fax:** N/A

City Seattle **State** WA **Zip** 98107

E-mail Address ryan@haveaheartcc.com

REPRESENTATIVE Development Solutions Nationwide **Contact** Nathan Bouvet, Consultant

Address 4048 Castle Cove Drive **Phone:** 7028123499 **Fax:** N/A

City Las Vegas **State** NV **Zip** 89108

E-mail Address nbouvet10@yahoo.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 JAMES BAYER

Subscribed and sworn before me

This 23rd day of August, 20 18.

_____

Notary Public in and for said County and State

SABINE BELLAMY
Notary Public-State of Nevada
APPT. NO. 09-10488-1
My Appt. Expires 07-06-2021

FOR DEPARTMENT USE ONLY

Case #
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.

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12/17/18

Revised 03/28/16

PARKING ANALYSIS - PARCEL #139-29-813-005
2401 W. BONANZA RD G

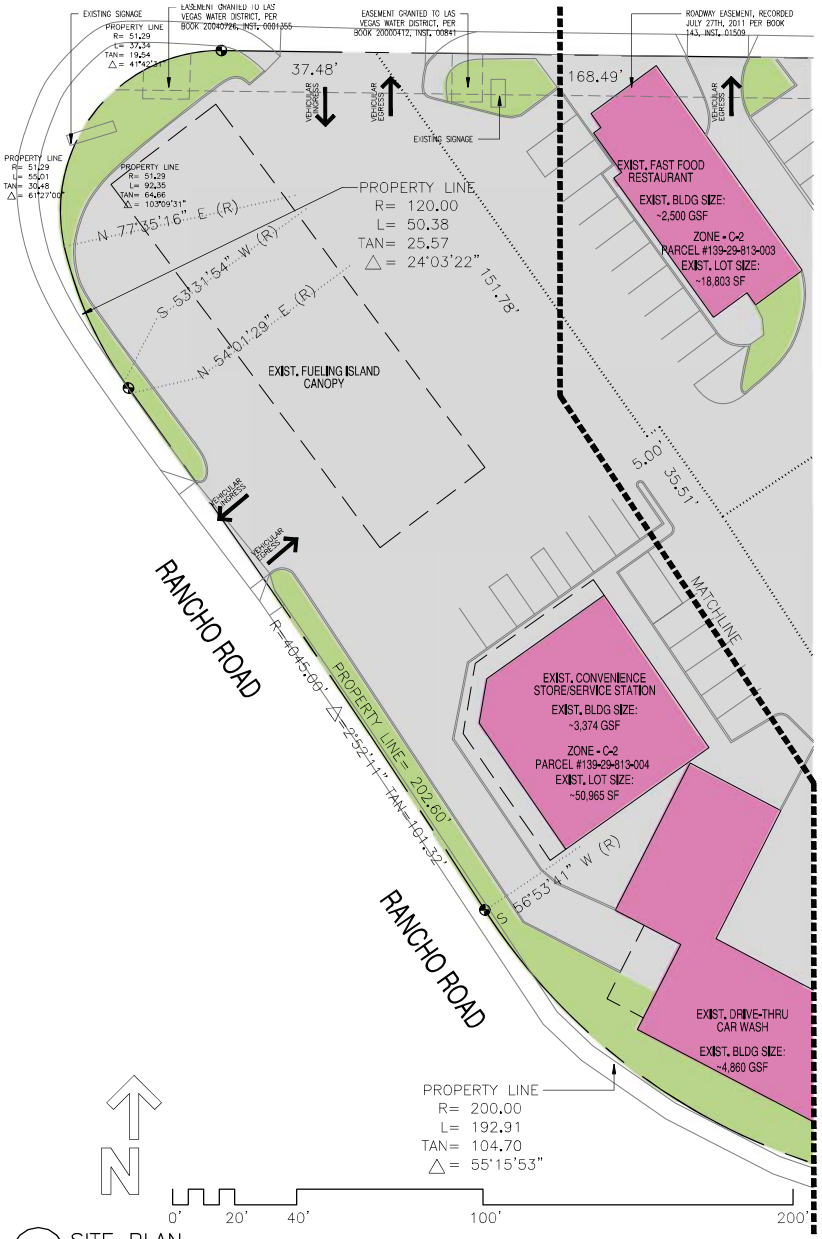
HC ACCESSIBLE PARKING :	3
PARKING STALLS:	118
TOTAL:	121

PARKING ANALYSIS - PARCEL #139-29-813-002
2301 W. BONANZA RD

HC ACCESSIBLE PARKING :	2
PARKING STALLS:	29
TOTAL:	31



2 VICINITY MAP
NTS



1 SITE PLAN
1" = 40'-0" @11X17

NOT FOR CONSTRUCTION

Have A Heart

2301 & 2401 W Bonanza
Las Vegas, NV 89106

Prepared:

Date: 8-22-2018

SITE PLAN & VICINITY PLAN

A1



NOT FOR CONSTRUCTION

Have A Heart

2301 & 2401 W Bonanza
Las Vegas, NV 89106

Prepared:

Date: 8-22-2018

SITE PLAN

A2


RANCHO
PRJ75151
12/24/18



PRJ-75151
12/24/18



City Council Page 875

PRJ-75151
12/24/18


City Coun
e 876


LAUNDROMAT
LAUND ROMAT
Q
MINI MART
CIGAR
PRJ-75151
12/24/18



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12/24/18


Gaming & Spirits
Dotty's
24 Hours
Popeyes
2401A
Play
VIDEO
POKER
Play
KENO
LIC.# 2685
Alias
THE BUGMAN
395-9039


Gaming &
ALL
NIGHT
VIDEO
POKER


Gaming & Spirits
OPEN
ALL
NIGHT
2401A
PRJ-75151
12/24/18


Gaming & Spirits
Dotty's
24 Hours


WINDOW TINT SPECIAL!
NOW! $89
1 YEAR WARRANTY


NEW RANCHO TIRES
& AUTO REPAIR
702-646-1608
LVMS.COM
SEPT. 13

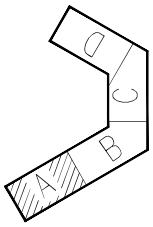


PRJ-75151
12/24/18


FIRE SPRINKLER
RISER ROOM

NOT FOR CONSTRUCTION

Have A Heart
2401 W Bonanza
Las Vegas, NV 89106



KEYPLAN

Drawn
Checked
Project #
Cad File

FLOORPLAN - 'A'

C1

MATCHLINE - SEE RETAIL FLOOR PLAN 'B'

Break Area
673.2 Sq Ft

Restrooms
384.1 Sq Ft

Office 2
181.8 Sq Ft

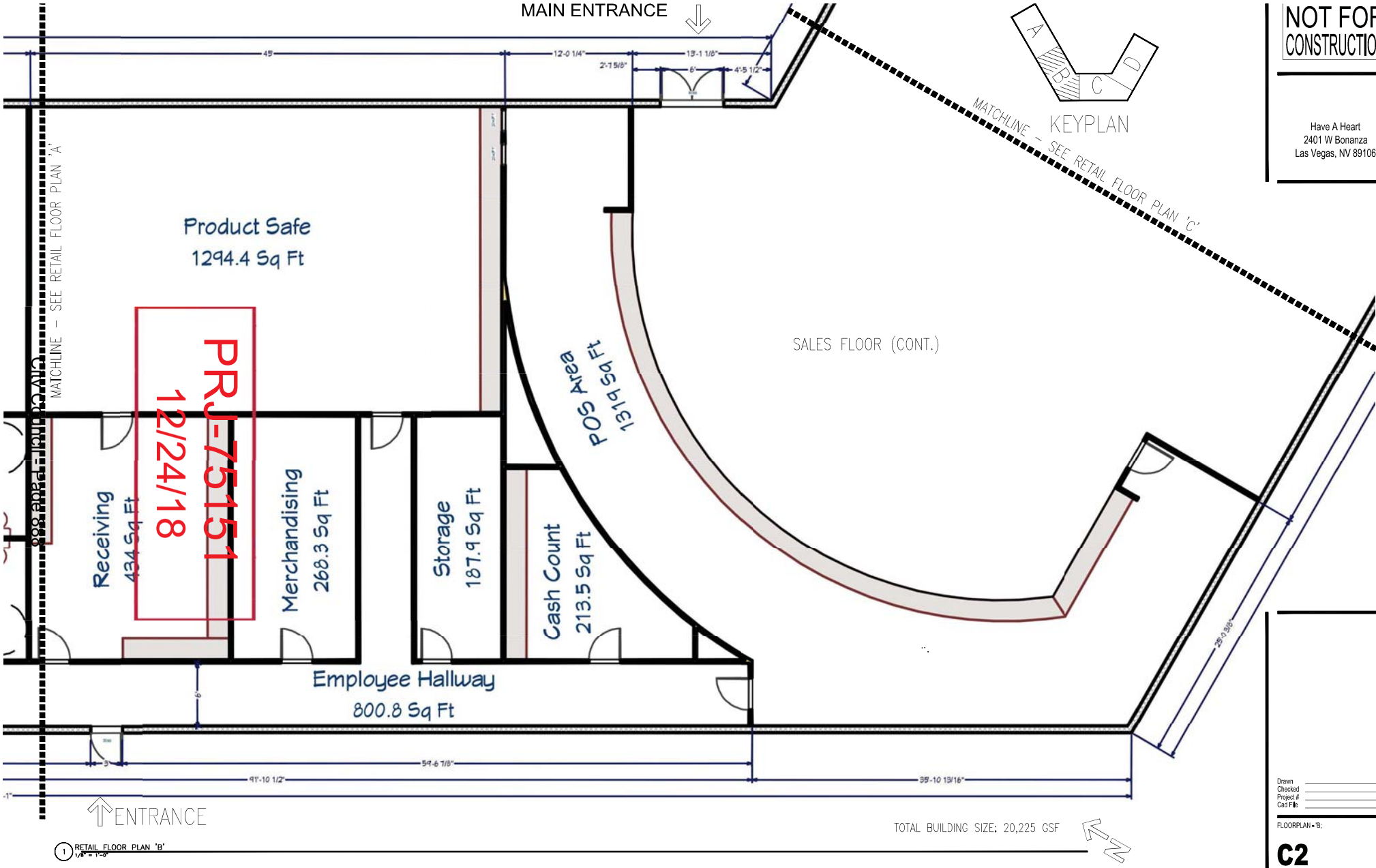
Office 1
182.1 Sq Ft

DOTTY'S NOT A PART

TOTAL BUILDING SIZE: 20,225 GSF

1 RETAIL FLOOR PLAN 'A'
1/8" = 1'-0"

PRJ-75151
12/24/18



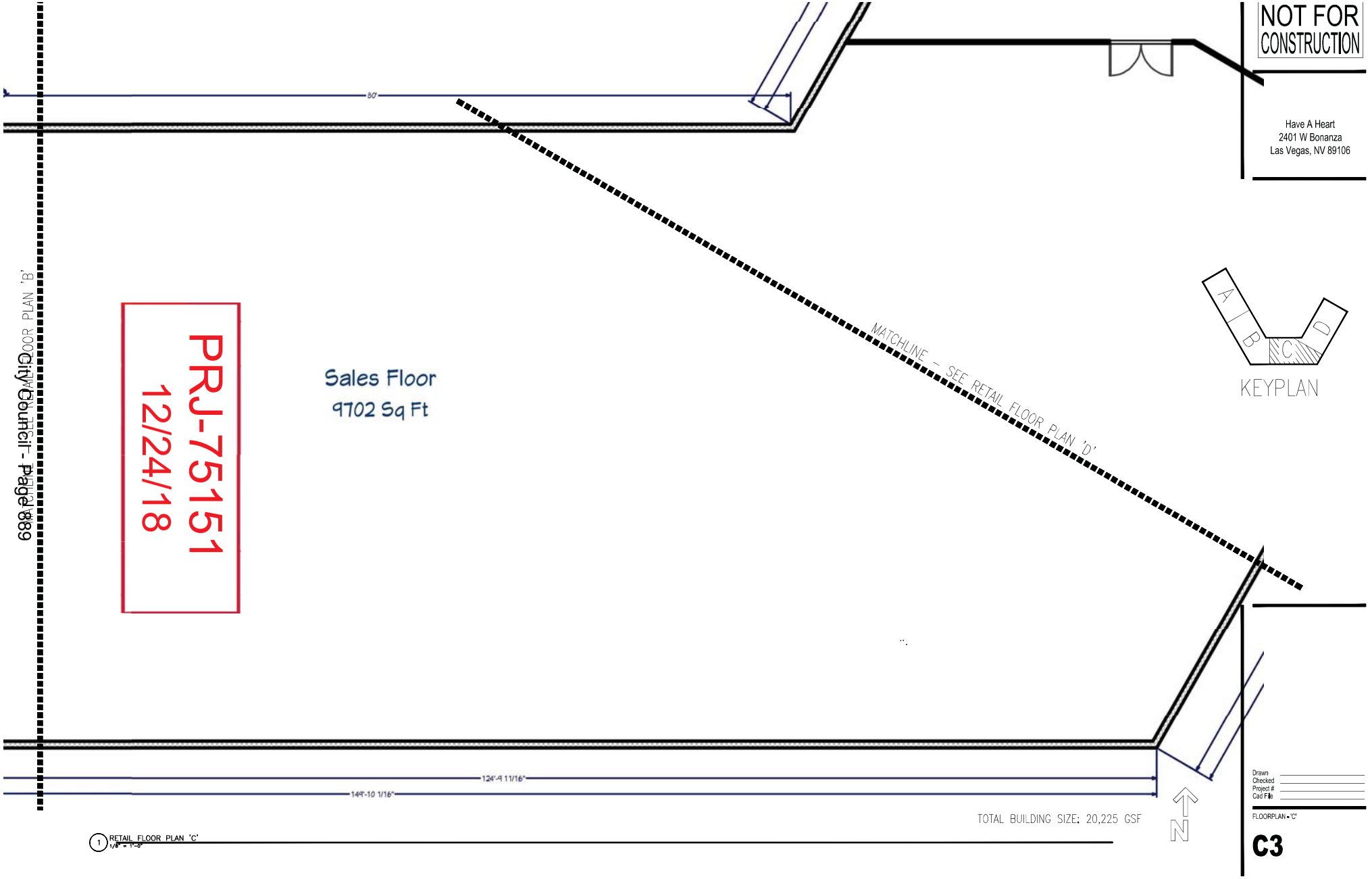
NOT FOR CONSTRUCTION

Have A Heart
2401 W Bonanza
Las Vegas, NV 89106

Drawn
Checked
Project #
Cad File

FLOORPLAN - 'B'

C2



PRJ-75151
12/24/18

City Council - Page 889

NOT FOR CONSTRUCTION

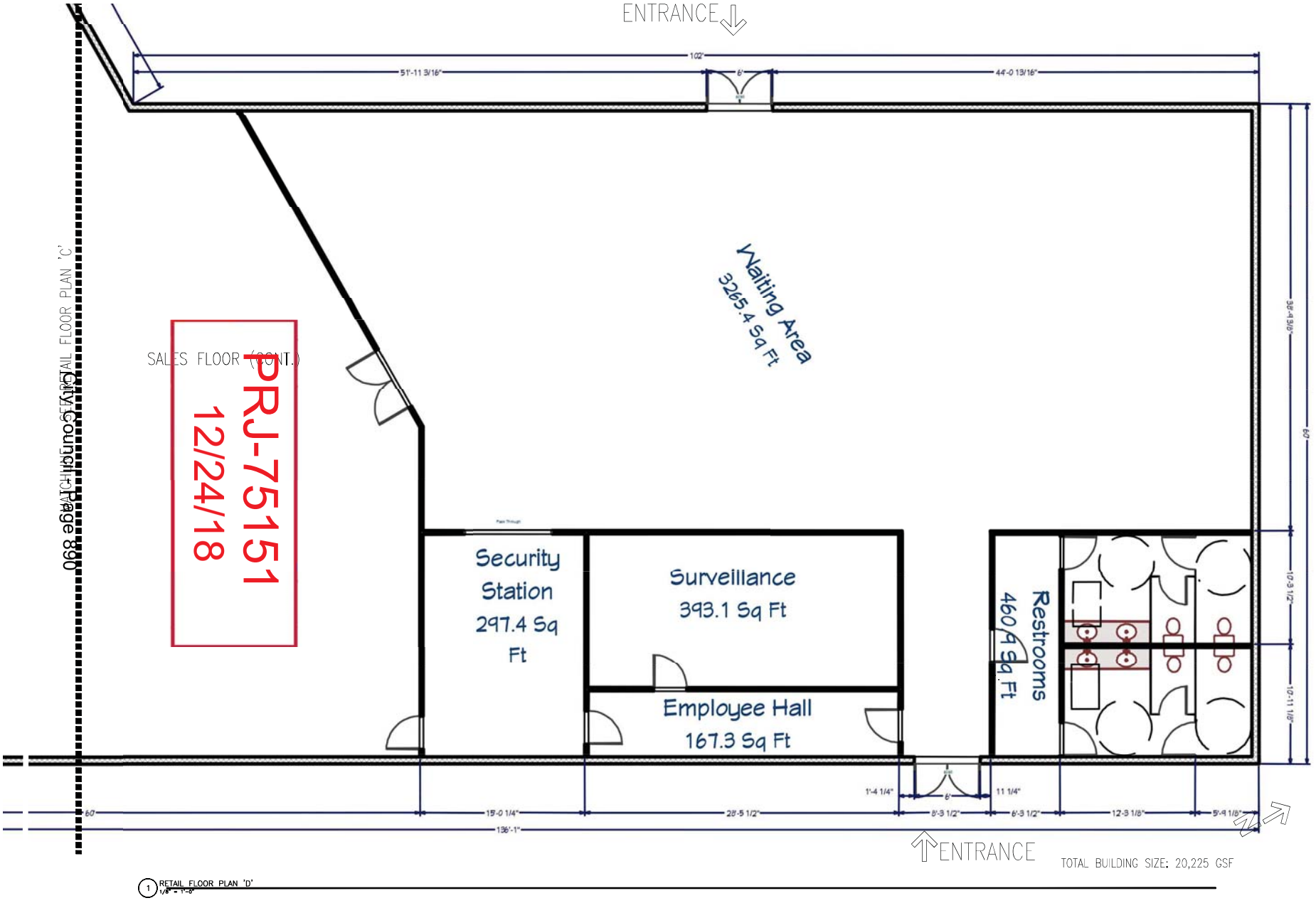
Have A Heart
2401 W Bonanza
Las Vegas, NV 89106

Drawn
Checked
Project #
Cad File

FLOORPLAN - 'C'

C3

1 RETAIL FLOOR PLAN 'C'
1/8" = 1'-0"

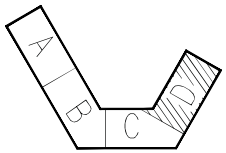


PRJ-75151
12/24/18

City Council Page 890

NOT FOR CONSTRUCTION

Have A Heart
2401 W Bonanza
Las Vegas, NV 89106

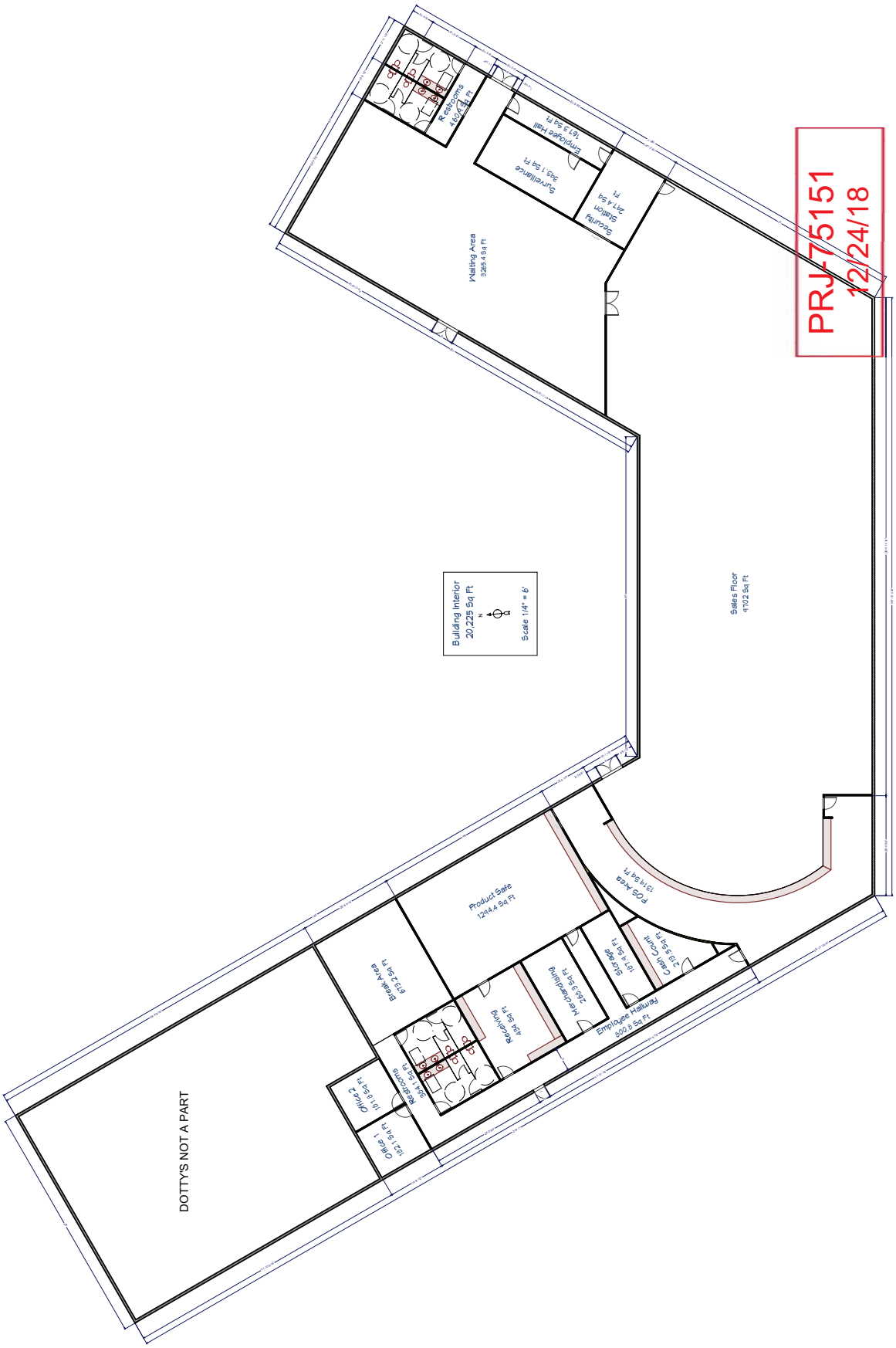


KEYPLAN

Drawn
Checked
Project #
Cad File

FLOORPLAN - 'D'

C4


PRJ-75151
12/24/18
Building Interior
20,225 Sq Ft
Scale 1/4" = 6'
Sales Floor
9102 Sq Ft
Waiting Area
3265.4 Sq Ft
Restrooms
Employee Hall
167.3 Sq Ft
Surveillance
343.1 Sq Ft
Security Station
247.4 Sq Ft
POS Area
1319 Sq Ft
Cash Count
213.5 Sq Ft
Storage
181.9 Sq Ft
Merchandising
268.3 Sq Ft
Employee Hallway
800.8 Sq Ft
Receiving
434 Sq Ft
Restrooms
384.1 Sq Ft
Office 2
181.6 Sq Ft
Office 1
182.1 Sq Ft
Break Area
673.2 Sq Ft
Product Safe
1294.4 Sq Ft
DOTTY'S NOT A PART

SEPARATION DISTANCE SURVEY
MEDICAL MARIJUANA DISPENSARY
2301 & 2401 W. BONANZA RD.

GRAPHIC SCALE

300 0 150 300

(IN FEET)
1 inch = 300 ft.

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
MICHAEL L. HOLTON
Exp: 6/30/19
No. 13663

1/9/2019

Michael L Holton
Professional Land Surveyor
Nevada Certificate No. 13663
Expires 06/30/2019

City Council Page 892

Separation Distance Survey Marijuana dispensary facility Location Suitability 2301 & 2401 W. Bonanza Rd.

Scale: 1" = 300'

Current zoning classification: C-2 (General Commercial)

Radius of Circle Shown = 1,000, AND 300 FEET.
Center of radii are exterior property corners of the Proposed Establishment.

Pursuant to City of Las Vegas development code title 19, chapter 12, section 070 and NRS 453A AND 453D.

THERE ARE NO SCHOOLS LOCATED WITHIN 1,000' OF THE PROPOSED FACILITY.

THERE ARE NO INDIVIDUAL CARE CENTERS LICENSED FOR MORE THAN 12 CHILDREN, COMMUNITY RECREATIONAL FACILITIES (PUBLIC), CITY PARKS, OR CHURCHES/HOUSES OF WORSHIP LOCATED WITHIN 300' OF THE PROPOSED FACILITY.



HLS SURVEYING
800 N. RAINBOW BLVD. #144
LAS VEGAS, NEVADA 89107
(702) 415-8337

DRAWING NAME:
2301 Bonanza Dispensary map
JOB NO.: 17-004

DATE	01/09/19
DRAWN	MLH
SURVEYED	MLH
CHECKED	MLH

SHEET NO. 1/1

PRJ-75151
01/10/19



SUP-75313 [PRJ-75151] - SPECIAL USE PERMIT - APPLICANT: HAVE A HEART LAS VEGAS, LLC - OWNER: TWISTED WILLOW INVESTMENTS, LLC
2401 WEST BONANZA ROAD, SUITE B TO Q

12/27/2018

Cit

December 10, 2018

Mr. Robert Summerfield
Director of Planning
City of Las Vegas
Planning and Development
333 South Rancho Drive
Las Vegas, Nevada 89101

Re: JUSTIFICATION LETTER - APN 139-29-813-002 and 005 - Marijuana Special Use Permit (PRJ # 75151)

Mr. Summerfield:

The requested Special Use Permit (SUP) is associated with a proposed restaurant lounge located at 2301 West Bonanza Road and a marijuana dispensary with retail operations located at 2401 West Bonanza Road, Suites B-Q (Dotty's Not A Part). The application proposes a 4,712 square foot (2301 West Bonanza Road) restaurant lounge with kitchen (Not Subject to SUP approval since marijuana sales are not proposed) and a 26,030 square foot (2401 West Bonanza Road) recreational marijuana dispensary with retail and wholesale operations and or similar uses permitted by City Ordinance(s). The site is to be known as Have A Heart Las Vegas and is zoned C-2 (General Commercial).

This entitlement will cover approximately 4,712 square feet of interior space on a .71-acre site (2301 West Bonanza Road) and 26,030 square feet of interior space on a 2.25-acre site (2401 West Bonanza Road). Both sites have existing buildings, parking, curbs, gutters and sidewalks with existing utilities and proposes various tenant improvements. Tenant improvements include interior and exterior modifications, subject to the City's "Tenant Improvement and Model Home Sales Office Checklist" and exterior site modifications, including desert friendly landscaping. Currently, existing parking and shared access is on site. Parking remains the same, the usage and square footage of the proposed uses does not change or effect the parking space overall count.

Have a Heart Las Vegas' is based on established core values, operational protocols, systems, procedures, and processes, in the areas of compliance, safety and security, product procurement, training, patient and guest engagement, and patient support and education that have proven to be effective in Washington's regulated cannabis market. With the support, experience, and knowledge Have a Heart Las Vegas will provide safe and convenient access to reasonably-priced cannabis through a cutting-edge retail cannabis experience to the citizens of the City of Las Vegas. The proposed establishment will allow visitors and residents a new place to socialize. This use is harmonious and compatible with surrounding land uses and will add to the pedestrian-friendly environment of the C-2 commercial area (e.g. primary intersection and easy access to surrounding commercial businesses and public transportation).

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12/17/18

Existing uses or vacant lots in the immediate area are zoned C-1 (Limited Commercial) and C-V (Civic) to the north; U.S. 95 (Right-of-Way) to the south; R-PD46 (Residential Planned Development – 46 Units per Acre) to the east; and C-1 (Limited Commercial) to the west. The General Plan Designation for the site is LI/R (Light Industry/Research). The proposed development will adhere to and implement the following documents, as applicable or conditioned by the City:

- West Las Vegas Plan
- Airport Overlay District (Staff determined project is in compliance)
- Trails, Pedestrian Path – Rancho Drive (Staff determined project is in compliance)
- Las Vegas Redevelopment Plan Area 1 (Staff determined project is in compliance)
- 2020 Las Vegas Master Plan
- Title 19 - Development Code
- Tenant Improvement and Model Homes Sales Office Checklist

Have a Heart Las Vegas prepared a customer volume projection model and procured this location to accommodate the expected customer traffic and allow for scalable growth within the space. The variables input into the volume projection model include the proposed establishment location's traffic count, walking score, parking, accessibility from major roadways, and population density within a 10-mile radius. Have A Heart Las Vegas projects that the establishment will service 3,200 customers per day. The space (2401 West Bonanza Road, Suites B-Q) accounts for a Sales and Merchandising Display Area, along with restrooms, storage and utility rooms, employee breakrooms, offices, product safes, receiving areas, security and surveillance stations, and a waiting room or lounge. The occupancy count based on the proposed facility layout and square footage is 750 at any given time. This number includes guests, employees, vendors, and any other relevant personnel.

The size of the proposed establishment allows for scaling to up to 12,900 customers per day, a figure that allows substantial growth from the projected starting customer base of 3,200 customers per day.

Have A Heart Las Vegas anticipates the time from entitlement and permit approval to store launch will be approximately 12 weeks. This time is necessary for construction and remodeling, inventory procurement, operational system implementation, and hiring and training staff. Start-up costs are expected to be approximately $850,000 with the majority of funds allocated for construction and remodeling of the facility.

This establishment will enhance the revitalization of the area by making it a destination that attracts tourists and locals as well as assist in the success of the economic vitality of the area. Specifically, it's anticipated that approximately 10-20 part and full-time employees will be hired at 2301 West Bonanza Road and 30-40 part and full-time employees will be hired at 2401 West Bonanza Road. Shifts shall vary within operating hours that range from 12-24 hours per day as conditioned or permitted by the City. This will not change the history and culture that has been

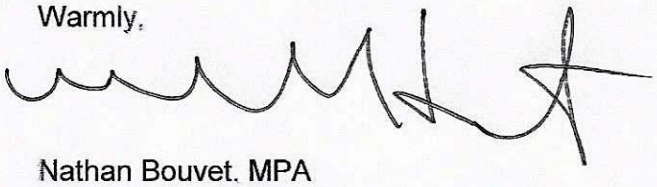
PRJ-75151
12/17/18

well established in the area but will rather create more energy and help enhance the attractiveness of the area.

A boundary survey was conducted, and no schools, churches, or other sensitive receptors are located within 1,000 feet of the subject site. Additionally, there are no similar uses located within 500 feet, which meets or exceeds required buffering distances. Specifically, staff determined that a church is located at the southeast corner of Mesquite Avenue and Rancho Drive. The church offers Sunday School classes, but does not operate a school as defined by Title 19 and or confirmed no school by State of Nevada Department of Education. Per GIS, a school is located at 2041 West Bonanza Road; however, the current use is a funeral home and is licensed as such so the project meets all distance requirements per City Ordinance. The project and site location are not subject to DINA (SB 191) or considered a Project of Regional Significance as confirmed by Las Vegas planning staff.

If you have any questions and or concerns, please don't hesitate to contact me at nbouvet10@yahoo.com or (702) 812-3499.

Warmly,



Nathan Bouvet, MPA
Authorized Representative

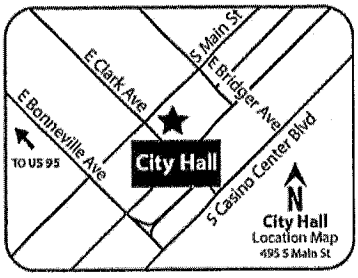
PRJ-75151
12/17/18

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2019 MAR -7 A 11:04

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

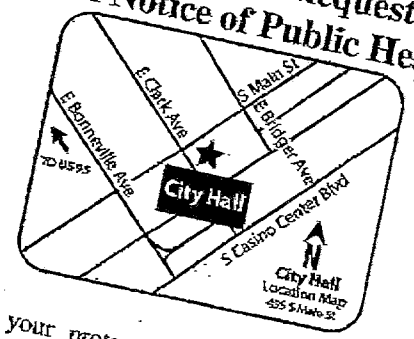
Please use available blank space on card for your comments.

SUP-75313 [PRJ-75151]
City Council Meeting of **3/06/2019**

Case: SUP-75313 (PRJ-75151)
13929714015
VASQUEZ CARMEN & DELIGHT H MEJIA
2114 SLEEPY CT
LAS VEGAS NV 89106-3675

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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Of The City Clerk at the address listed above or fax this side of this
(702) 382-4803. If you would like to contact your Council
ntative, please call (702) 229-6405.

I SUPPORT this Request

I OPPOSE this Request

se available blank space on card for your comments.

13 [PRJ-75151]
ncil Meeting of 3/06/2019

PRSRT
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Las Vegas, NV
Permit No. 1630

13932514070 Case: SUP-75313 (PRJ-75151)
ROSELLO ELVA G
2201 FRONTIER AVE
LAS VEGAS NV 89106-3926

87 LRDFNF1 89106

RECEIVED
CITY CLERK
2019 FEB 26 A 10:25

Submitted after final agenda
Date 2/26/19 Item 94

City Council Page 99

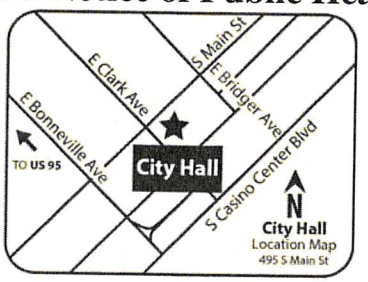
City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

This is a very bad idea!! This is a residential area with so many school age children walking to school and taking the bus. It would be a bad influence. The crime & homelessness is growing in this area & I believe this would make it worse.

RECEIVED
2019 MAR -5 P 12:04
CITY CLERK

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 or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75313 [PRJ-75151]
City Council Meeting of **3/06/2019**

Case: SUP-75313 (PRJ-75151)
13933110005
LEYVA AMELIA
2016 COLLINS AVE
LAS VEGAS NV 89106-3953

87 LRDFNP1 89106

Submitted after final agenda
Date 3/5/19 Item 94

City of Las Vegas
Office Of The City Clerk
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Las Vegas, Nevada 89101

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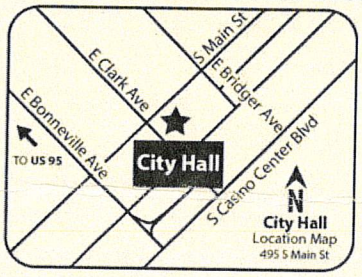

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75313 [PRJ-75151]
City Council Meeting of **3/06/2019**

Case: SUP-75313 (PRJ-75151)
13933110008
STARCHER JANET EDEN TRUST
STARCHER PAUL E TRS
2101 QUINTON AVE
NORTH LAS VEGAS NV 89032

61 LRDFNP1 89032

Submitted after final agenda
Date 2/26/19 Item 94

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

LADIES AND GENTLEMEN OF THE CITY COUNCIL:
PLEASE CONSIDER YOUR VOTES BASED ON THE SAFETY OF OUR NEIGHBORHOOD, NOT SOLELY ON BRINGING BUSINESS TAX REVENUE TO THE CITY.

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THIS ADDRESS IS LOCATED WITHIN WALKING DISTANCE FROM A HOUSING PROJECT COMPL TO THE EAST; CHEVRON GAS STATION, FRIED CHICKEN FOOD AND DOTTY'S 24 HR GAMING & SPIRITS TO THE V A LOCATION WHERE THE POLICE HAS BEEN CALLED UPON ON A REGULAR BASIS FOR SHOOTINGS, PANHA SUSPICIOUS INDIVIDUALS ... PLEASE MAKE AN UN-AN UN-NOTICED VISIT TO FIND OUT WHY MANY RESIDENTS THIS NEIGHBORHOOD AVOID THIS AREA IN FEAR OF CRIMES. TO HAVE A MARIJUANA STORE THERE WOULD INVITE MOR DRUG USERS, DRUG TRADERS AND MOST CERTAINLY TO MAK WORSE THAN ALREADY A HIGH CRIME AREA

REGAR

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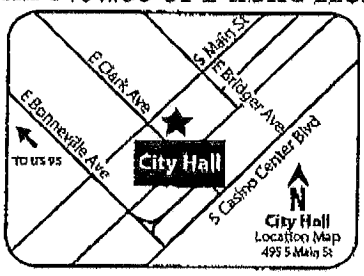

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75313 [PRJ-75151]
City Council Meeting of **3/06/2019**

Case: SUP-75313 (PRJ-75151)
13929714024
LE THUY H & VICTORIA P
2000 DENBY AVE
LAS VEGAS NV 89106

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2019 FEB 27 A 9:59

Submitted after final agenda
Date 2/27/19 Item 94

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Office Of The City Clerk
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Las Vegas, Nevada 89101

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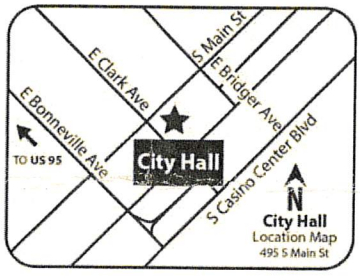

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75313 [PRJ-75151]
City Council Meeting of **3/06/2019**

Case: SUP-75313 (PRJ-75151)
13932511019
R A B T TRUST
2504 RANCHO BEL AIR DR
LAS VEGAS NV 89107-2309

97 LRDFNP1 89107

Submitted after final agenda
Date 3/4/19 Item 94

City of Las Vegas
Office Of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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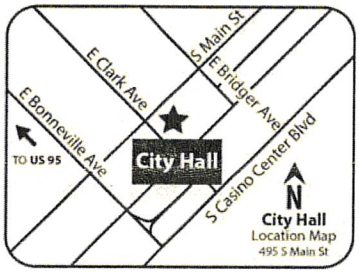
2-23-19
Just Do it!



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75313 [PRJ-75151]
City Council Meeting of **3/06/2019**

Case: SUP-75313 (PRJ-75151)
13929811100
JOHO STEVE
P O BOX 271740
LAS VEGAS NV 89127

89 LRDFMP1 89127

Submitted after final agenda
Date 2/27/19 Item 94

May 1, 2019

Mr. Jonathan Boyles
Senior Planner
City of Las Vegas
333 North Rancho Drive
3rd Floor
Las Vegas, NV 89101

RE: 2401 West Bonanza Road (SUP-75313) – Request to Table Item No. 70 (Item 70 - Request to Withdraw, Without Prejudice to Develop a Marijuana Dispensary).

Mr. Boyles;

On behalf of Twisted Willow Investments, LLC (property owner) we would like to request that the City Council Table Item 70 (a request to Withdraw our request without prejudice to develop a marijuana dispensary at 2401 West Bonanza Road (SUP-75313)). The property owner is finalizing an agreement with a State Licensed marijuana operator in an effort to develop the Bonanza site; whereas development plans would be scaled back and revised to accommodate previous issues and concerns. Tabling the item would also allow us to meet with the Councilman and his staff and hold community meetings pertaining to the project.

If you have any questions, please contact me at any time.

Kind regards,

Nathan Bouvet
Project Representative
NPB Development
(702) 812-3499
NPBDevelopment@gmail.com

Submitted after final agenda

Item 70

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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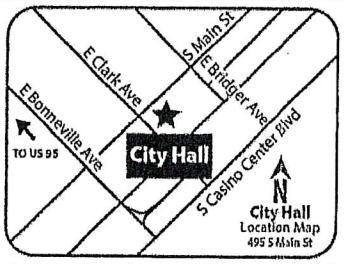

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City of Las Vegas

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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-75313 [PRJ-75151]
Planning Commission Meeting of **2/12/19**

Case: SUP-75313 (PRJ-75151)
13932514009
STICKNEY DAVID L & MARY J
2210 FRONTIER AVE
LAS VEGAS NV 89106-3927

87 LRDFMP1 8916

Submitted after final agenda
Date 2/5/19 Item 193P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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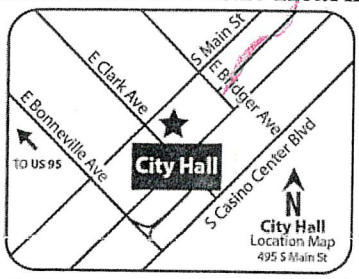

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75313 [PRJ-75151]
Planning Commission Meeting of **2/12/19**

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City of Las Vegas

Case: SUP-75313 (PRJ-75151)
13929714038
BEAVERS MATTIE L TRUST
BEAVERS MATTIE L TRS
2138 SLEEPY CT
LAS VEGAS NV 89106-3696

97 LRDFNP1 89106

193P

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.
SUP-75313 [PRJ-75151]
Planning Commission Meeting of **2/12/19**

Case: SUP-75313 (PRJ-75151)
13929811074
BELL KIMBERLEE A
420 E MADISON AVE
GRANTSBURG WI 54840

102 LADFNP1 54840

193P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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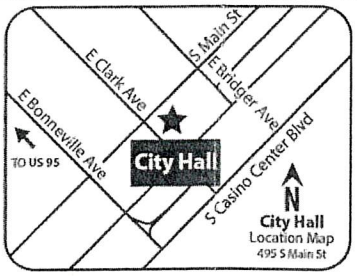

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75313 [PRJ-75151]
Planning Commission Meeting of **2/12/19**

97 LRDFNP1 89107

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City of Las Vegas

Case: SUP-75313 (PRJ-75151)
13932511002
C C M TRUST
MILLSON CHRISTOPHER & CATHIE TRS
2400 WIMBLEDON DR
LAS VEGAS NV 89107-2364

193P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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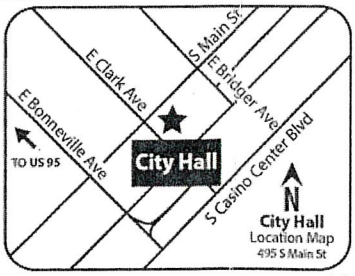

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75313 [PRJ-75151]

Planning Commission Meeting of **2/12/19**

Case: SUP-75313 (PRJ-75151)
13932511001
MILLSON CHRISTOPHER G & CATHIE R
2400 WIMBLEDON DR
LAS VEGAS NV 89107-2364

97 LADFNP1 89107

193P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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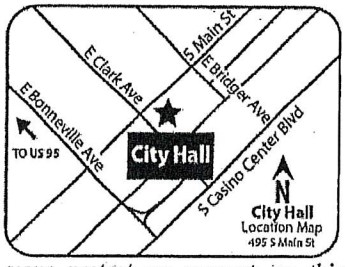

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-75313 [PRJ-75151]
Planning Commission Meeting of **2/12/19**

13929812060 Case: SUP-75313 (PRJ-75151)
NGUYEN MELISSA ANH
105 MARIGOLD LN
LAS VEGAS NV 89107

ST LRDFMP1 89107

Submitted after final agenda
Date 2/5/19 Item 193A

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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If you would like to contact your Council Representative, please call (702) 229-6405.

Case: SUP-75313 (PRJ-75151)
13929811100
JOHO STEVE
P O BOX 271740
LAS VEGAS NV 89127

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75313 [PRJ-75151]
Planning Commission Meeting of **2/12/19**

87 LRDFNP1 89127

193A

Nora Lares

From: Mark Rex
Sent: Monday, February 11, 2019 11:32 AM
To: Nora Lares
Subject: Voicemail protest for SUP-75313 PC 02-12-19

RECEIVED
FEB 11 2019
Dept of Planning
City of Las Vegas

Good morning Nora,

I hope all is well
Lily Scar from the G704 Neighborhood Association called to voice her opposition for the 20,255 square-foot Marijuana Dispensary.

No address given for Lily Scar.

Mark Rex, MBA
Planner II
Department of Planning
702-229-6894
mrex@lasvegasnevada.gov
333 North Rancho Drive, Las Vegas, NV 89106

lasvegasnevada.gov

Submitted after final agenda
Date 2/11/19 Item 193P

PAGE 01/0

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3 North Rancho Drive, 3rd Floor
s Vegas, Nevada 89106

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FACIL INSURANCEAN

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SUP-75313 [PRJ-75151]
Planning Commission Meeting of **2/12/19**

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City of Las Vegas

Case: SUP-75313 (PRJ-75151)
13932514070
ROSELLO ELVA G
2201 FRONTIER AVE
LAS VEGAS NV 89106-3926

193P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75313 [PRJ-75151]
Planning Commission Meeting of **2/12/19**

MARIJUANA DISPENSARY WOULD BRING MORE CRIME TO THE ALREADY HIGH CRIME NEIGHB
(RANCHO - BONANZA - MLK - MAIN

13929714024 Case: SUP-75313 (PRJ-75151)
LE THUY H & VICTORIA P
2000 DENBY AVE
LAS VEGAS NV 89106

87 LRDFNP1 89106

193P

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
71

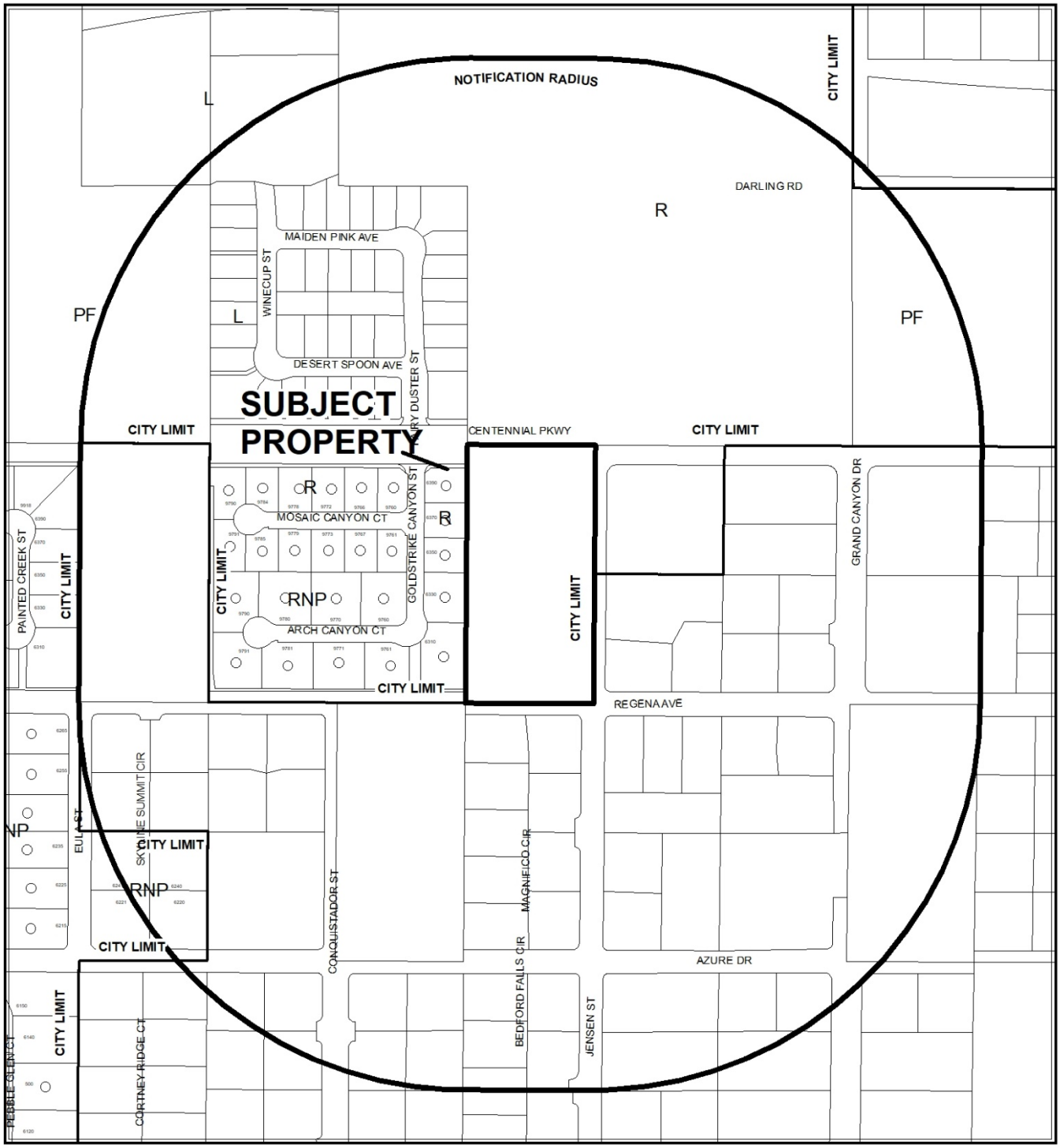
DEPARTMENT: Planning
DIRECTOR: Robert Summerfield

SUBJECT:
GPA-75219 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a General Plan Amendment FROM: RNP (RURAL NEIGHBORHOOD PRESERVATION) TO: L (LOW DENSITY RESIDENTIAL) on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), Ward 6 (Fiore) [PRJ-75024]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL. NOTE: THE REQUEST WAS AMENDED AT PLANNING COMMISSION FROM: RNP (RURAL NEIGHBORHOOD PRESERVATION) TO: R (RURAL)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	8	Planning Commission Mtg.	0
City Council Meeting	6	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report - GPA-75219, ZON-75220, VAR-75221, VAC-75222 and TMP-75223 [PRJ-75024]
3. Supporting Documentation - GPA-75219, ZON-75220, VAR-75221, VAC-75222 and TMP-75223 [PRJ-75024]
4. Photo(s) - GPA-75219, ZON-75220, VAR-75221, VAC-75222 and TMP-75223 [PRJ-75024]
5. Justification Letter - GPA-75219, ZON-75220, VAR-75221, VAC-75222 and TMP-75223 [PRJ-75024]
6. Submitted after Final Agenda – Abeyance Request for GPA-75219, ZON-75220, VAR-75221, VAC-75222 and TMP-75223 and Protest Postcards and Protest Documentation Not Vetted – Letters for GPA-75219 [PRJ-75024]
7. Backup Submitted at the March 26, 2019 Planning Commission Meeting



0 295 590 Feet

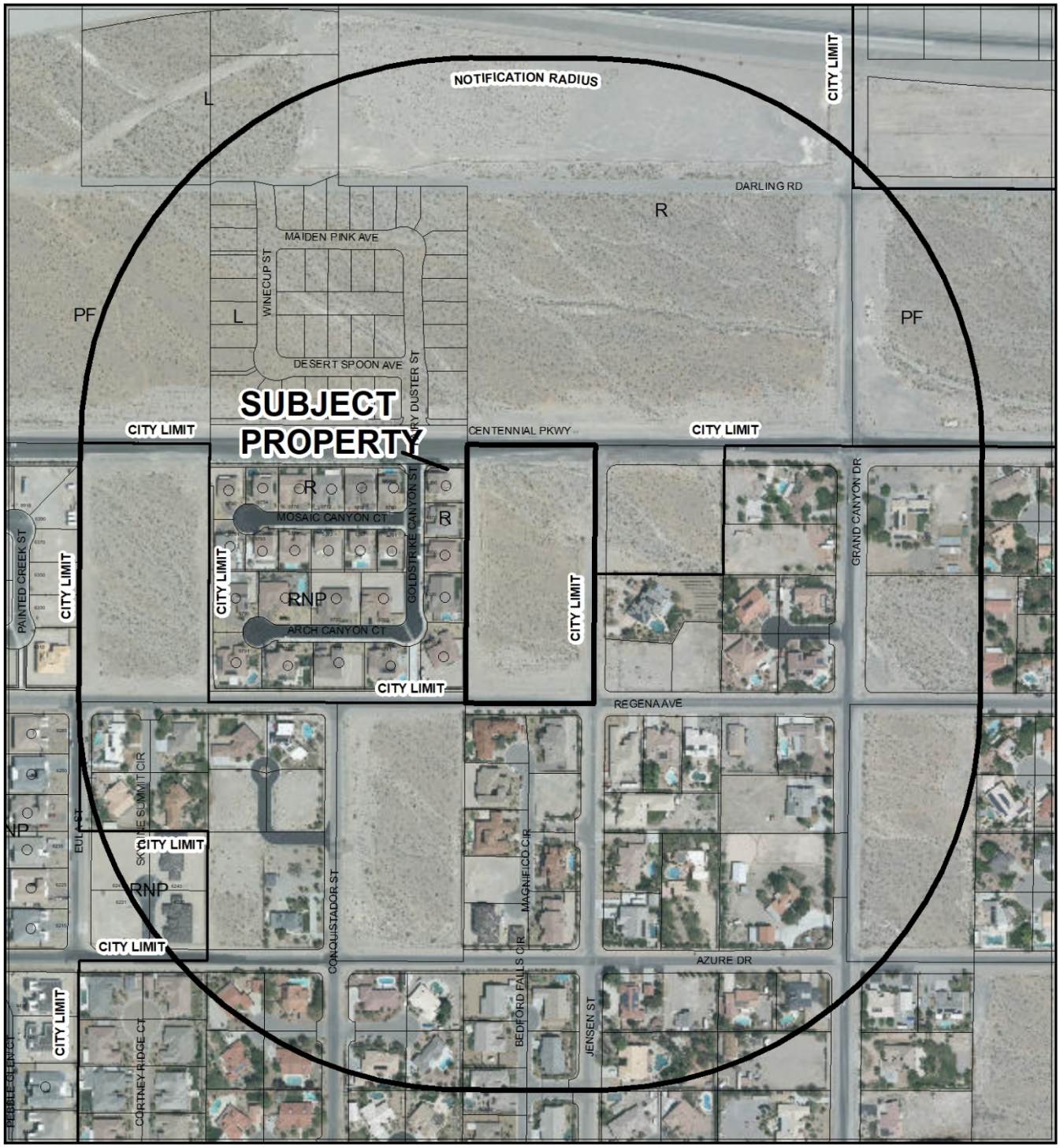
CASE: **GPA-75219 (PRJ-75024)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: R (RURAL)

N



0 295 590 Feet

CASE: **GPA-75219 (PRJ-75024)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: L (LOW DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: R (RURAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-75219	Staff recommends APPROVAL.	
ZON-75220	Staff recommends DENIAL.	GPA-75219
VAR-75221	Staff recommends DENIAL, if approved subject to conditions:	GPA-75219 ZON-75220
VAC-75222	Staff recommends APPROVAL, subject to conditions:	GPA-75219 ZON-75220 VAR-75221
TMP-75223	Staff recommends DENIAL, if approved subject to conditions:	GPA-75219 ZON-75220 VAR-75221 VAC-75222

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED
156 - GPA-75219 and ZON-75220
156 - VAR-75221
12 - VAC-75222
156 - TMP-75223

PROTESTS
8- GPA-75219 and ZON-75220
9 - VAR-75221
1 - VAC-75222
10 - TMP-75223

NE

APPROVALS

0 - GPA-75219 and ZON-75220
0 - VAR-75221
0 - VAC-75222
0 - TMP-75223

**** CONDITIONS ****

VAR-75221 CONDITIONS

Planning

1. Approval of General Plan Amendment (GPA-75219) and Rezoning (ZON-75220); and approval and conformance to the Conditions of Approval for Petition to Vacate (VAC-75222), and Tentative Map (TMP-75223) 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-75222 CONDITIONS

1. The limits of this Petition of Vacation shall be the U.S. Government Patent Easement located on Assessor Parcel Number 125-30-101-006, generally located at the southwest corner of Centennial Parkway and Jensen Street.

2. The Order of Relinquishment shall record immediately prior to and concurrent with the Centennial Jensen 5 Final Map.

3. 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. The drainage study required by TMP-75223 may be used to satisfy this requirement provided that it addresses the area to be vacated.

4. 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.

5. 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

6. All development shall be in conformance with code requirements and design standards of all City Departments.

7. 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-75223 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 within four (4) years of the approval of the Tentative Map, this action is void.

2. Approval of General Plan Amendment (GPA-75219) and Rezoning (ZON-75220); and approval and conformance to the Conditions of Approval for Variance (VAR-75221), and Petition to Vacate (VAC-75222) shall be required, if approved.

3. Street names must be provided in accordance with the City's Street Naming Regulations.

4. 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.

5. 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.

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-75222, shall record immediately prior to (concurrent with) the recordation of a Final Map for this site to eliminate the U.S. Government Patents Easements adjacent to this site.

8. Dedicate 50 feet of right-of-way adjacent to this site for Centennial Parkway, 30 feet for Regena Avenue, and 30 feet for Jensen Street. Additionally, dedicate a 25-foot radius at the southwest corner of Centennial Parkway and Regena Avenue, a 15-foot radius the on the northwest corner of Regena Avenue and Jensen Street. Additionally, grant Public Pedestrian Access Easements for all public sidewalks located outside of the public right-of-way on Centennial Parkway, on the Final Map for this site.

9. Grant a Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements to be privately maintained by the Homeowner's Association across the Common Element C and Street A. No trees or vegetation taller than three feet shall be allowed within any Public Sewer Easements.

10. Construct complete half street improvements on Centennial Parkway meeting current City Standards adjacent to this site including appropriate transition paving on Centennial Parkway concurrent with the development of this site. Construct pavement on Jensen Street and Regena Avenue meeting Standard Drawing number 209 as modified by the required Drainage Study. All other off-site improvements are hereby deferred. In accordance with Title 19.02.025.F, the applicant shall make an improvement contribution equal to 50 percent of the City's bond estimate costs for all deferred improvements. The street light contribution for Jensen Street and Regena Avenue may be reduced to 25 percent if a service is provided.

11. Sign and record a Covenant Running with Land agreement for the possible future installation of half-street improvements in accordance with City Standards for all improvements not required to be constructed at this time. Such Covenant Running with Land agreement shall record prior to the issuance of any permits.

12. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

13. Submit a License Agreement for landscaping and private improvements in the Centennial Parkway public rights of way prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License 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 License 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 License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (229-4836).

NE

14. 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 percent 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.

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.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has proposed to develop a 16-lot single-family residential subdivision on a five-acre parcel located at the southwest corner of Centennial Parkway and Jensen Street.

ISSUES

- The applicant is requesting to amend the General Plan Designation of the subject site from RNP (Rural Neighborhood Preservation) to L (Low Density Residential). Staff does not support this request.
- THIS REQUEST HAS BEEN AMENDED FROM RNP (RURAL NEIGHBORHOOD PRESERVATION) TO R (RURAL DENSITY RESIDENTIAL). STAFF SUPPORTS THIS REQUEST.
- The applicant is requesting to rezone the subject site from R-E (Residence Estates) to R-1 (Single Family Residential). Staff does not support this request.
- A Variance is requested to allow a 43-foot wide private street without a gate and sidewalk on only one side of the private street where sidewalk is required on both sides. Staff does not support this request.
- A Variance is requested to allow a connectivity ratio of 1.00 where 1.30 is required. Staff does not support this request.
- A Petition to Vacate is requested to vacate U.S. Government Patent Easements located adjacent to the perimeter of the site. Staff supports this request.
- Waivers are requested to allow no interior or exterior streetlights, to defer the offsite improvements for Regena Avenue and Jensen Street, and to allow a 184-foot external intersection offset where 220 feet is required. Staff does not support this request.
- THIS REQUEST HAS BEEN AMENDED FROM 18-LOTS TO 16-LOTS.

ANALYSIS

Interlocal Agreement

The subject site, the residential development to the west and the undeveloped 1.96-acre parcel to the east are all part of Accepted Area B. The undeveloped 1.96-acre parcel east of the subject site is within Clark County.

NE

Areas within County boundaries must remain residential and designated at a density of no greater than 3.50 Units per Gross Acre on the County's comprehensive plan, and the County must not accept any General Plan Amendments (GPA) nor amend its land use plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 3.50 Units per Gross Acre.

The areas within City boundaries must remain residential and maintain a minimum buildable lot size of 10,000 square feet and the City must not amend its land use plan, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential lots with a buildable area of less than 10,000 square feet within the areas identified as Planning Area B. The Interlocal Agreement states, "upon completion of the western beltway, both parties acknowledge the boundaries of
Areas A2 and B may change between Ann Road and Lone Mountain at the western beltway with agreement between the City, the County, and existing property owners, modifications to the Planning Areas may occur."

The adjacent developed parcels to the east are within Accepted Area A2, and the adjacent developed parcels to the south are located within Accepted A1 of the Interlocal Agreement. As stated in the Interlocal Agreement, both of these areas are to remain residential and designated at a density of no greater than 2.0 Units per Gross Acre on the Parties' respective comprehensive plans. The Parties agree that they shall not accept any General Plan Amendments (GPA) nor amend their respective comprehensive plans, rezone such properties or approve special or conditional use permits to allow industrial or commercial uses or residential densities above 2.0 Units Per Gross Acre and each lot will maintain a minimum buildable net lot area of at least 18,000 square feet with a goal of at least 18,500 square feet."

General Plan Amendment
The applicant has proposed to amend the General Plan designation of the subject site from RNP (Rural Neighborhood Preservation) to R (Rural Density Residential). Staff supports this request as the adjacent developed parcels to the east and south are designated RNP, with the residential development to the west designated both R (Rural Density Residential) and RNP (Rural Neighborhood Preservation) which limits the densities of these adjacent parcels to no more than 3.59 units per acre as well. The proposed R (Rural Density Residential) designation would allow a density up to 3.59 units per acre, which is compatible with the adjacent densities to the west. The residential developments to the east and south are part of Areas A1 and A2 which are required to remain at a density of no more than 2.0 units per gross acre. Staff is recommending approval of the General Plan Amendment as the proposed R (Rural Density Residential) is compatible with the existing surrounding residential developments.

Rezoning

The applicant has proposed to rezone the subject site from R-E (Residence Estates) which requires a minimum lot size of 20,000 square feet, to R-1 (Single Family Residential) which requires a minimum lot size of 6,500 Square feet. While the adjacent neighborhood to the west is also zoned R-1, the General Plan Designation of this residential neighborhood is R (Rural Density Residential) and RNP (Rural Neighborhood Preservation) which allows a maximum density of 3.59. In order to provide a buffer to the existing residential homes in the area, this neighborhood provided larger home sites on the periphery of the neighborhood ranging in size from 9,583 square feet to 19,166 square feet. The smaller home sites (8,712 square feet) are located within the interior of the neighborhood and adjacent to Centennial Parkway, buffered from the larger existing Rural Neighborhood Preservation homes within the area.

While the proposed R-1 zoning district is consistent with the development to the west, eleven of the proposed 16 lots range in size from 6,528 square feet to 7,765 square feet, less than the adjacent lots to the west that range in size from 9,583 square feet to 19,166 square feet. It is only proposed lots seven (9,934 square feet) and ten (9,834 square feet) adjacent to Street "A;" and lots eight (18,015 square feet) and nine (18,010 square feet) with Regena Avenue frontage that are similar to the adjacent development to the west. Due to the majority of the proposed lots not meeting the *Interlocal Agreement* which requires a minimum lot size of 10,000 square feet, and the proposed lot sizes not matching or buffering the existing adjacent residential neighborhoods with a minimum lot size that is similar in size, staff is recommending denial of the Rezoning application.

Variance

The applicant has proposed to develop the proposed cul-de-sac as a private street, but is requesting a Variance to not gate the private street nor develop it to public street standards. Public street standards are a 47-foot wide street with sidewalk on both sides, the applicant is proposing a 43-foot wide street with sidewalk on one side of the street. Due to the proposed private street not being gated nor being developed to public street standards as required by Title 19, staff is recommending denial of the Variance request.

Title 19.04 for Complete Streets requires new residential subdivisions to provide a minimum Connectivity Ratio of 1.30. This ratio allows for the achievement of a connected transportation system as outlined in the City's General Plan to provide a safe and accessible environment for a variety of transportation modes and users. As proposed, the residential subdivision has a connectivity ratio of 1.00. If the applicant would provide a pedestrian gate at the bulb of the cul-de-sac allowing the residential properties adjacent to the street "A" to have pedestrian access to Regena Avenue, this would increase their connectivity ratio to 1.50, thus exceeding the minimum required 1.30. Due to the ability of the subject site to meet the connectivity ratio set forth by Title 19.04 and the applicant's unwillingness to do so, staff is recommending denial of the Variance request.

Waivers
The applicant is requesting a Waiver to allow no interior or exterior street lights, to defer the offsite improvements for Regena Avenue and Jensen Street, and to allow a 184-foot external intersection offset where 220 feet is required for the proposed residential subdivision. Streetlights are an integral part of the City's Complete Street initiative as they contribute to the overall safety of a variety of transportation users including, but not limited to pedestrians, bicyclists, and vehicular traffic by providing lighted roadways for all users. Offsite improvements are necessary to provide adequate right-of-way for future residents that will frequent the adjacent roadways both as drivers and pedestrians, and an intersection offset of 220 feet is necessary to avoid conflicts in vehicular traffic when navigating ingress and egress on both sides of the road. Staff supports the Complete Streets initiative, as it is common for future residents to desire street lighting and fully developed, safe roadways; thus, recommends denial of the multiple Waiver requests.

Petition to Vacate
Staff has no objection to the vacation application request to relinquish the City's interests in U.S. Government Patent Reservations generally located at the southwest corner of Centennial Parkway and Jensen Street. The 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.

Tentative Map
The applicant has proposed to develop an 16-lot residential subdivision on five acres at the southwest corner of Centennial Parkway and Jensen Street.

While the adjacent residential development to the west is also zoned R-1, the lot sizes of that development range in size from 8,700 square feet up to 19,000 square feet, with the existing lots adjacent to the subject site being no smaller than 9,500 square feet in size. The applicant has proposed lot sizes than range in size from 6,528 square feet up to 7,765 square feet for the 14 lots interior to the site and accessed by the proposed cul-de-sac. Only the four exterior lots accessed by Regena Avenue are larger, ranging in size from 9,164 square feet up to 11,116 square feet in size. The majority of the proposed development is not comparable or compatible in lot size with the surrounding existing development and staff is recommending denial of the proposed Tentative Map.

The submitted east/west cross section depicts maximum natural grade greater than two percent across this site. Per the Tables in Subdivision Code 19.06.050 a development with natural slope greater than two percent, is allowed a maximum six-foot retaining wall. A stepped retaining wall with a six-foot maximum retaining is shown on the east property lines and no retaining is shown on the west property line.

The submitted north/south cross section depicts maximum natural grade less than two percent across this site. Per the Tables in Subdivision Code 19.06.050 a development with natural slope less than two percent, is allowed a maximum four-foot retaining wall. No retaining walls are shown in this cross section.

FINDINGS (GPA-75219)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The density of the proposed L (Low Density Residential) is not compatible with the surrounding RNP (Rural Neighborhood Preservation) as the proposed Low Density designation would allow up to 5.49 units per acre where the existing and surrounding RNP designations allows a maximum density of 2.00 units per acre. The proposed Low Density is more than twice the density as the surrounding properties.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The Low Density designation supports the R-E (Residence Estates), R-D (Single Family Residential–Restricted), R-1 (Single Family Residential), R-SL (Residential Small Lot) and R-MH (Mobile/Manufactured Home Residential) zoning districts. While the R-E and R-D would be compatible, the remaining zoning districts allowed by the Low Density designation such as R-1, R-SL, and R-MH are not compatible as the lot sizes permitted by these zoning districts range in size from 4,500 square feet to 6,500 square feet.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The existing adjacent roadways are not fully improved and as part of this application half-street improvements are required for all roadways adjacent to the subject site. The applicant is requesting a Waiver to defer these required street improvements on Regena Avenue and Jensen Street which staff does not support as adequate roadways are necessary to provide a safe mode of transportation for future residents.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed amendment does not conform to or support the policies of the Community Design Element of the Las Vegas 2020 Master Plan which states for, "infill development to be compatible with the existing surrounding development," and for lot sizes to be similar in size with buildings similar in proportion. Developing a residential neighborhood with an average lot size of 8,062 square feet does not support this policy as the surrounding, existing lot sizes range in size from 9,757 square feet up to 46,609 square feet.

FINDINGS (ZON-75220)

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.**

   If approved, the proposed R-1 (Single Family Residential) zoning district would conform to the proposed L (Low Density Residential) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The minimum lot size permitted by the proposed R-1 (Single Family Residential) zoning district is 6,500 square feet, and the applicant is proposing to develop a single-family residential neighborhood with an average lot size of 8,062 square feet which is not comparable or compatible with the existing residential lot sizes adjacent to the subject site. Lot sizes to the west exceed 9,500 square feet, lot sizes to the south exceed 20,000 square feet, and lot sizes to the east range from one-half acre to an acre. The proposed infill development is not compatible with the existing surrounding lot sizes.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Development factors in the area do not indicate the need for lot sizes that are smaller than those that currently surround the subject site. Growth and development factors in the area dictate the need for lot sizes that are comparable in size to those that currently surround the subject site.

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.**

   If approved, half street improvements would be required adjacent to the subject site in order to make street facilities in the area adequate in size to meet the needs of the proposed single-family residential subdivision. The applicant has requested to defer the half-street improvements which staff does not support as street improvements in this area would be necessary to accommodate 16 additional residences.

FINDINGS (VAR-75221)

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 residential subdivision that does not provide adequate connectivity to meet the required 1.30 connectivity ratio. The addition of a pedestrian gate would allow conformance to this requirement by providing a connectivity ratio of 1.50. In addition, the applicant has proposed a 43-foot wide private street without a gate. Providing an additional four feet of right-of-way and an adequate throat depth for a stacking lane at a gated entrance would allow conformance to the requirements for Complete Streets while adhering to the lot size requirements of the proposed General Plan and zoning designations. 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; therefore, staff is recommending denial of the Variance request.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/05/16	The City Council approved a Petition to Annex (ANX-65644) 5.02 acres at the northwest corner of Regena Avenue and North Jensen Street.
01/22/19	The Planning Commission voted (7-0) to hold in ABEYANCE GPA-75219, ZON-75220, VAR-75221, VAC-75222 and TMP-75223 [PRJ-75024] to the February 26, 2019 Planning Commission meeting.
02/26/19	The Planning Commission voted (7-0) to hold in ABEYANCE GPA-75219, ZON-75220, VAR-75221, VAC-75222 and TMP-75223 [PRJ-75024] to the March 26, 2019 Planning Commission meeting.
03/28/19	The Planning Commission voted (7-0) to APPROVE GPA-75219, ZON-75220, VAR-75221, VAC-75222 and TMP-75223 [PRJ-75024].

Most Recent Change of Ownership	
12/02/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits or business licenses for the subject site.

Pre-Application Meeting	
11/07/18	Staff conducted a pre-application meeting where the submittal requirements for the proposed single-family residential subdivision were discussed.

Neighborhood Meeting	
01/09/18	Meeting Start Time: 5:30 p.m. Meeting End Time: 6:00 p.m. (with additional private discussion until 6:30 p.m.) Attendance: 23 members of the public 2 applicant representatives 1 member of Department of Planning staff

NE

Neighborhood Meeting	
01/09/18	A short presentation was made describing the requests. Four single-family residential lots are proposed to front along the north side of Regena Avenue; the remaining 14 lots proposed would be situated around a cul-de-sac with access to Centennial Parkway. The development would not be gated. Each unit would be one story in height and average about 2,500 square feet in size. The expected home prices would be within the high $400K to low $500K range. A homeowners' association would be created to maintain common areas and landscaping. The applicant's representative explained that any comments received at this meeting would be communicated to the applicant and possibly incorporated into the proposal. Neighbors' primary concerns were the higher density and lot sizes relative to existing development in the area, increased traffic on Regena Avenue, storm drainage and potential flooding, and property values. One attendee noted that this land is listed as one of the Excepted Areas in the Interlocal Agreement between the city and Clark County in which lots with a buildable area of less than 10,000 square feet are not to be approved. The applicant's representative explained that the Interlocal Agreement allows for negotiation between City, County and property owners regarding smaller lot sizes, which at least permits the applicant to make the request. Neighbors were generally in favor of rural improvements and no streetlights. There was some support on the part of the neighbors for placing several large lots along Regena Avenue and Jensen Street, leaving the smaller lots along Centennial Parkway. The large lots should be as close to 10,000 square feet as possible, if not larger. If pedestrian access from the development were to be provided to Regena (not proposed), it needs to be gated.

Field Check	
12/13/18	Staff observed the undeveloped site during a routine field check. Nothing of concern was noted by staff.

Details of Application Request	
Site Area	
Net Acres	5.00

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	RNP (Rural Neighborhood Preservation)	R-E (Residence Estates)
North	Undeveloped	R (Rural Density Residential)	U (Undeveloped)
South	Single Family, Detached	RNP (Rural Neighborhood Preservation) Clark County	R-E (Rural Estates Residential District) Clark County
East	Undeveloped	RL (Residential Low) Clark County	R-E (Rural Estates Residential District) Clark County
	Single Family, Detached	RNP (Rural Neighborhood Preservation) Clark County	
West	Single Family, Detached	R (Rural Density Residential)	R-1 (Single Family Residential)
		RNP (Rural Neighborhood Preservation)	

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Northwest Open Space Plan	Y
Trails – Multi-Use Non-Equestrian Trail	Y
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement – Accepted Area B	N*
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

**The Interlocal Agreement states the subject site shall maintain a developable density no greater than 3.50 dwelling units per acre, with minimum lot sizes of 10,000 square feet. The applicant has proposed a General Plan density that would allow a density of 5.49 dwelling units per acre and a zoning district that would allow a minimum lot size of 6,500 square feet, densities well above what the Interlocal Agreement requires.*

NE

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following development standards apply for the R-1 zoning district:

Standard	***Required/Allowed***
Min. Lot Size	6,500 SF
Min. Lot Width	60 Feet
Min. Setbacks • Front • Side • Corner • Rear	 20 Feet 5 Feet 15 Feet 15 Feet
Max. Lot Coverage	50 %
Max. Building Height	2 Stories / 35 Feet

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • East	5 Feet 6 Feet		5 Feet 6 Feet	Y* Y

**The applicant is required to install a Multi-Use Transportation Trail adjacent to the northern property line, which includes a ten-foot wide sidewalk with five feet of landscaping on both sides of the sidewalk.*

Existing Zoning	***Permitted Density***	***Units Allowed***
R-E (Residence Estates)	20,000 SF Lots	10.89
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-1 (Single Family Residential)	6,500 SF Lots	33.51
Existing General Plan	***Permitted Density***	***Units Allowed***
RNP (Rural Neighborhood Preservation)	2.00	10.00
Proposed General Plan	***Permitted Density***	***Units Allowed***
L (Low Density Residential)	5.49	27.45

NE

Pursuant to Title 19.06, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North • East	 1 Tree / 20 Linear Feet 1 Tree / 30 Linear Feet	 10 Trees 19 Trees	 10 Trees 28 Trees	 Y Y
TOTAL PERIMETER TREES		**29 Trees**	**38 Trees**	**Y**

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Centennial Parkway	Primary Arterial	Master Plan of Streets and Highways	29	N*
Jensen Street	Local Street	Title 13	20	N*
Regena Avenue	Local Street	Title 13	27	N*

**Half street improvements adjacent to the site are required as part of the proposed development.*

19.04.040 Connectivity			
Transportation Network Element		***# Links***	***# Nodes***
Internal Street		1	
Cul-de-sac Terminus			1
Total		1	1
	Required	***Provided***	
Connectivity Ratio (Links / Nodes):	**1.30**	**1.00**	

**A Variance is requested to allow a reduced connectivity ratio. The addition of a pedestrian gate allowing access from the cul-de-sac bulb to Regena Avenue would result in a connectivity ratio of 1.50 and conformance to this requirement; therefore, staff does not support this request.*

NE

Waivers		
Requirement	***Request***	***Staff Recommendation***
Streetlights are required 18-inches back of curb on the exterior and interior of residential neighborhoods.	To allow no interior or exterior streetlights.	Denial
Offsite improvements are required for all right-of-way adjacent to a proposed development.	To defer the offsite improvements for Regena Avenue and Jensen Street.	Denial
220 feet is required between external intersections.	To allow a 184-foot external intersection offset.	Denial

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: _____ APN: 125-30-101-006

Name of Property Owner: Aleksandra Barbier Living Trust

Name of Applicant: D.R. Horton

Name of Representative: GCW, Inc. / Angie Scott / ascott@gcwengineering.com

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: Robert J. Barbier SUCCESSOR TRUSTEE

Print Name: ROBERT J. BARBIER SUCCESSOR TRUSTEE

Subscribed and sworn before me

This 8 day of October, 2018

Brooke Davis

Notary Public in and for said County and State

BROOKE DAVIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3408-1
My Appt. Expires Aug. 23, 2021

Revised 03/28/16

PRJ-75024
12/03/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA, ZON, VAR, VAC, TMP

Project Address (Location) Centennial Parkway and Jensen Street

Project Name Centennial Jenson 5 **Proposed Use** S.F. Residential

Assessor's Parcel #(s) 125-30-101-006 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5.0 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Barbier Living Trust **Contact** ROBERT J. BARBIER

Address 1211 SHEFFIELD WAY **Phone:** (916) 773-1265

City ROSEVILLE **State** CA **Zip** 95661-5539

E-mail Address BBCUSTOMPOOLSPA@YAHOO.COM

APPLICANT D.R. Horton, Inc. **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive #141 **Phone:** (702) 635-3600 **Fax:** (682) 703-3338

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

REPRESENTATIVE GCW, Inc. **Contact** Angie Scott

Address 1555 S. Rainbow Boulevard **Phone:** (702) 804-2126 **Fax:** (702) 804-2126

City Las Vegas **State** NV **Zip** 89146

E-mail Address ascott@gcwengineering.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* Robert J. Barbier

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROBERT J. BARBIER SUCCESSOR TRUSTEE

Subscribed and sworn before me

This 8 day of October, 20 18.

Brooke Davis

Notary Public in and for said County and State

BROOKE DAVIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3408-1
My Appt. Expires Aug. 23, 2021

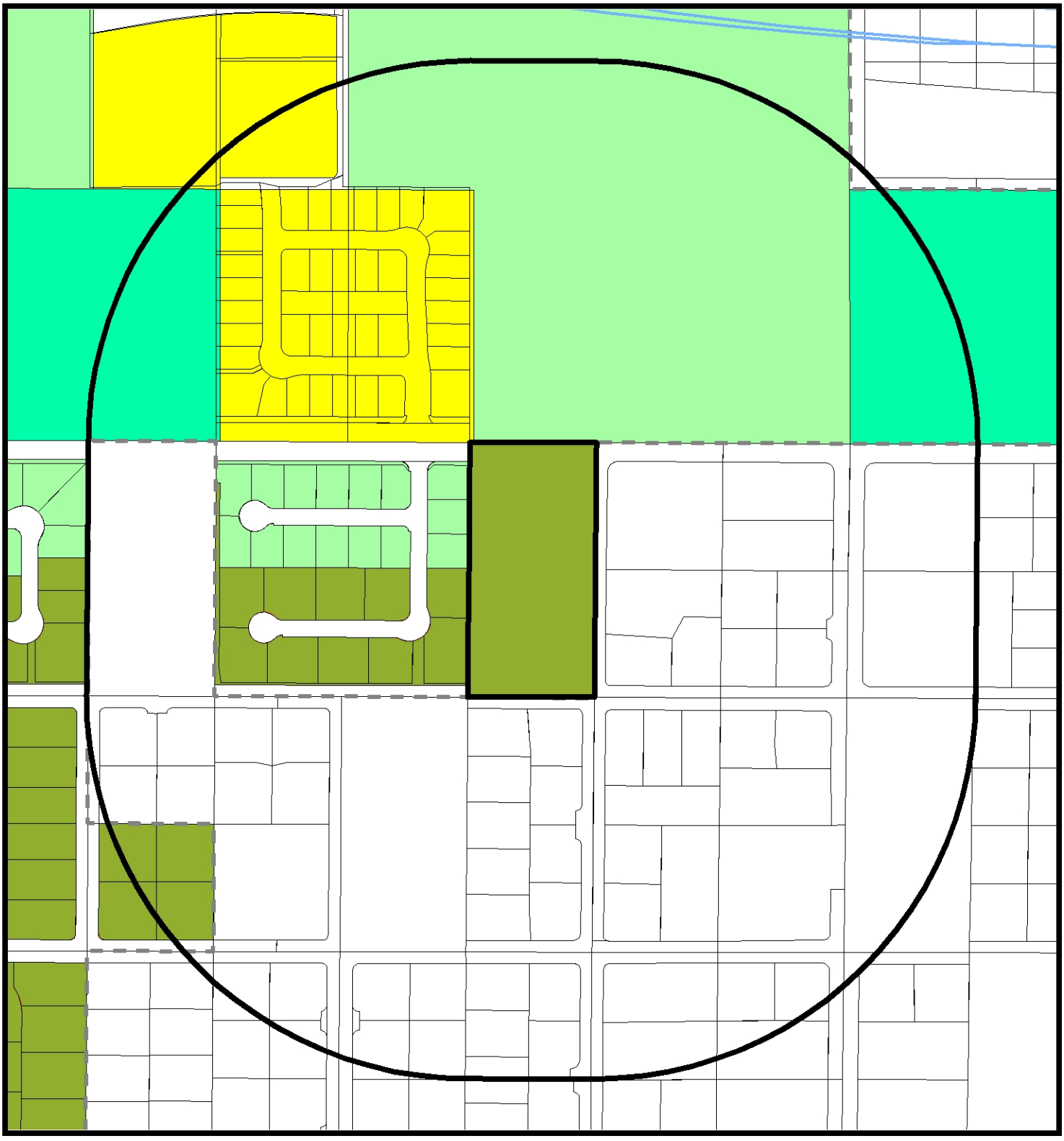
Revised 03/28/16

FOR DEPARTMENT USE ONLY
Case #
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.

DR-75024
12/03/18

GPA-75219



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 RNPTO L

- 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, December 06, 2018

LANDSCAPE PLAN FOR CENTENNIAL JENSEN 5

APN # 138-05-801-025

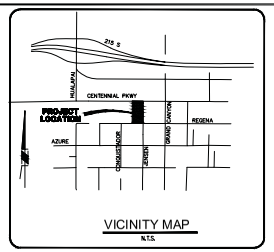
LEGAL DESCRIPTION

PARCEL 025:
THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) IN SECTION 5, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.B.&M.,

EXCEPTING THEREFROM THAT PORTION OF LAND CONVEYED TO THE CITY OF LAS VEGAS BY PERSONAL REPRESENTATIVE'S DEED RECORDED APRIL 10, 2003 IN BOOK 20030410 AS INSTRUMENT NO. 02522 OF OFFICIAL RECORDS.

BASIS OF BEARING

NORTH 89°42'13" EAST, BEING THE BEARING OF THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 5, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA AS SHOWN IN BOOK 152, PAGE 17 OF PLATS ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

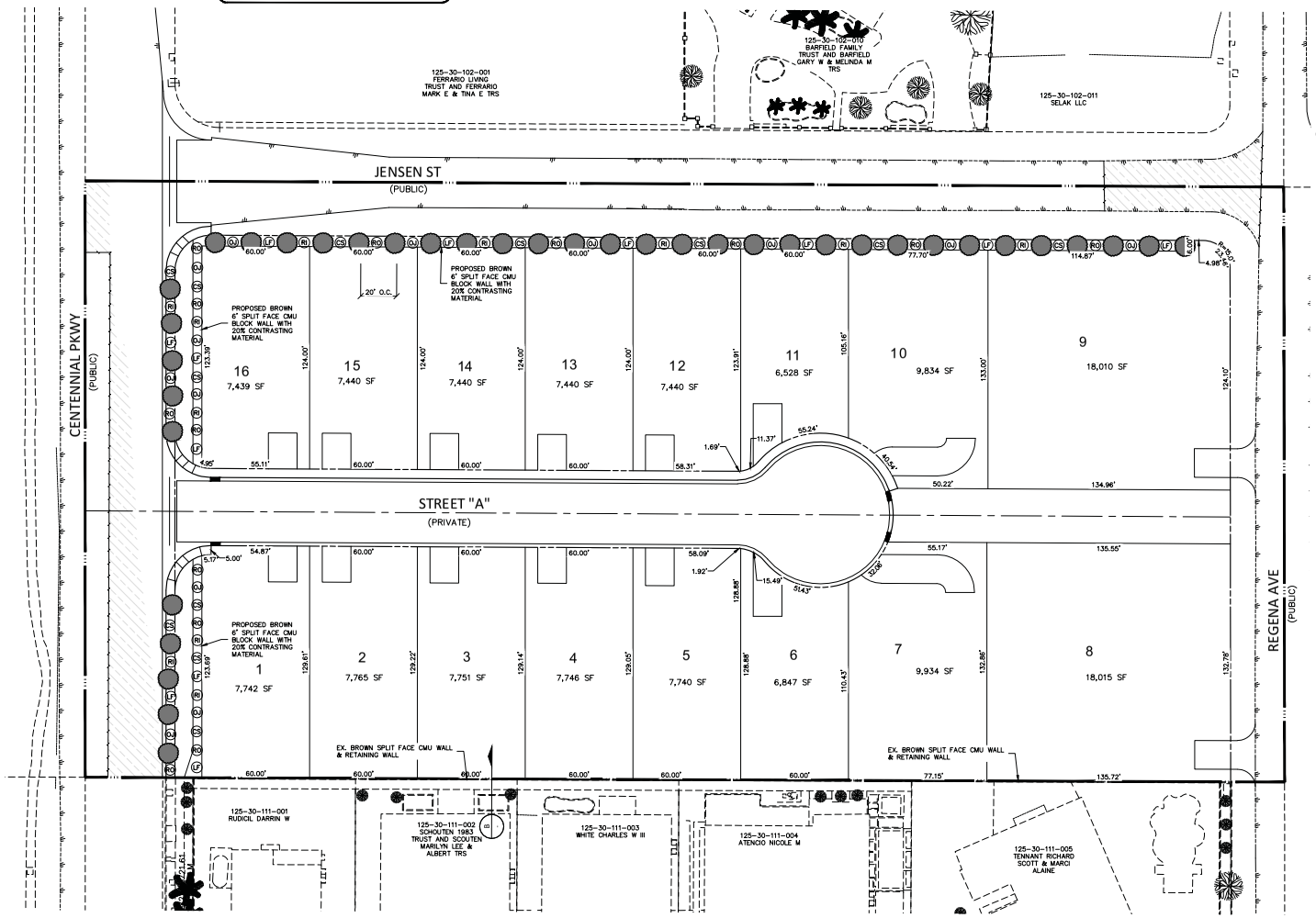


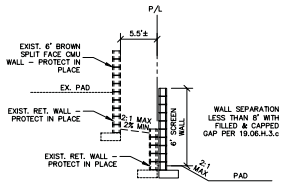
VICINITY MAP
N.T.S.

NORTH

SCALE 30 0 30 60 FEET

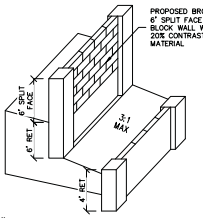
January 16, 2019





EX. WALL DETAIL B

SCALE: N.T.S.



WALL DETAIL A

SCALE: N.T.S.

PLANT MATERIALS LEGEND



	TREES	SIZE
	Fraxinus Angustifolia Raywood Ash	24" box
	Fraxinus velutina "Rio Grande" Fan tex ash	24" box
	Fraxinus velutina Multi-Trunk Arizona Ash	24" box

	EXTRA LARGE SHRUBS	SIZE
RO	Rosmarinus officinalis "Tuscan Blue" Tuscan Blue Rosemary	5 gal.
LF	Leucophyllum frulescens compacta Compact Texas Ranger	5 gal.
OJ	Tecoma alta "Orange Jubilee" Orange Jubilee	5 gal.

	MEDIUM SHRUBS	SIZE
LCS	Leucophyllum frulescens compacta Compact Green Cloud Sage	5 gal.
RI	Rhaphiolepis Indica "Pinkie" Indian Hawthorn	5 gal.

	SMALL SHRUBS/ACCENTS	SIZE
HA	Hymenoxis acaulis Angelita Daisy	1 gal.
LM	Lantana montevidensis Trailling Purple Lantana	1 gal.
MC	Myrtus communis "compacta" Dwarf Myrtle	1 gal.

	CACTUS/ACCENTS	
HP	Hesperaloe parviflora–yellow Yellow Hesperaloe	5 gal.

	GROUND COVERS	
DC	Dalea capitala "Sierra Gold" Sierra Gold Dalea	1 gal.
RT	Rosmarinus officinalis Trailling Rosemary	5 gal.

INERTS

Decomposed Granite 3/4" Screened Apache Brown

PRJ-75024
01/30/19

GCW ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

PROJECT NO. 767-639
DESIGN:
DRAWN:
CHECK:
PLOT DATE: 01-16-19
PLOT TIME: 15:43:10
F:\PROJECTS\700\767-639\DWG\TENTMAP\MSRP_LS.DWG
KARWAH LEE

DATE | DESCRIPTION | REV DATE | AGEN APP | DATE | GOV APP | DATE | % COMPLETE

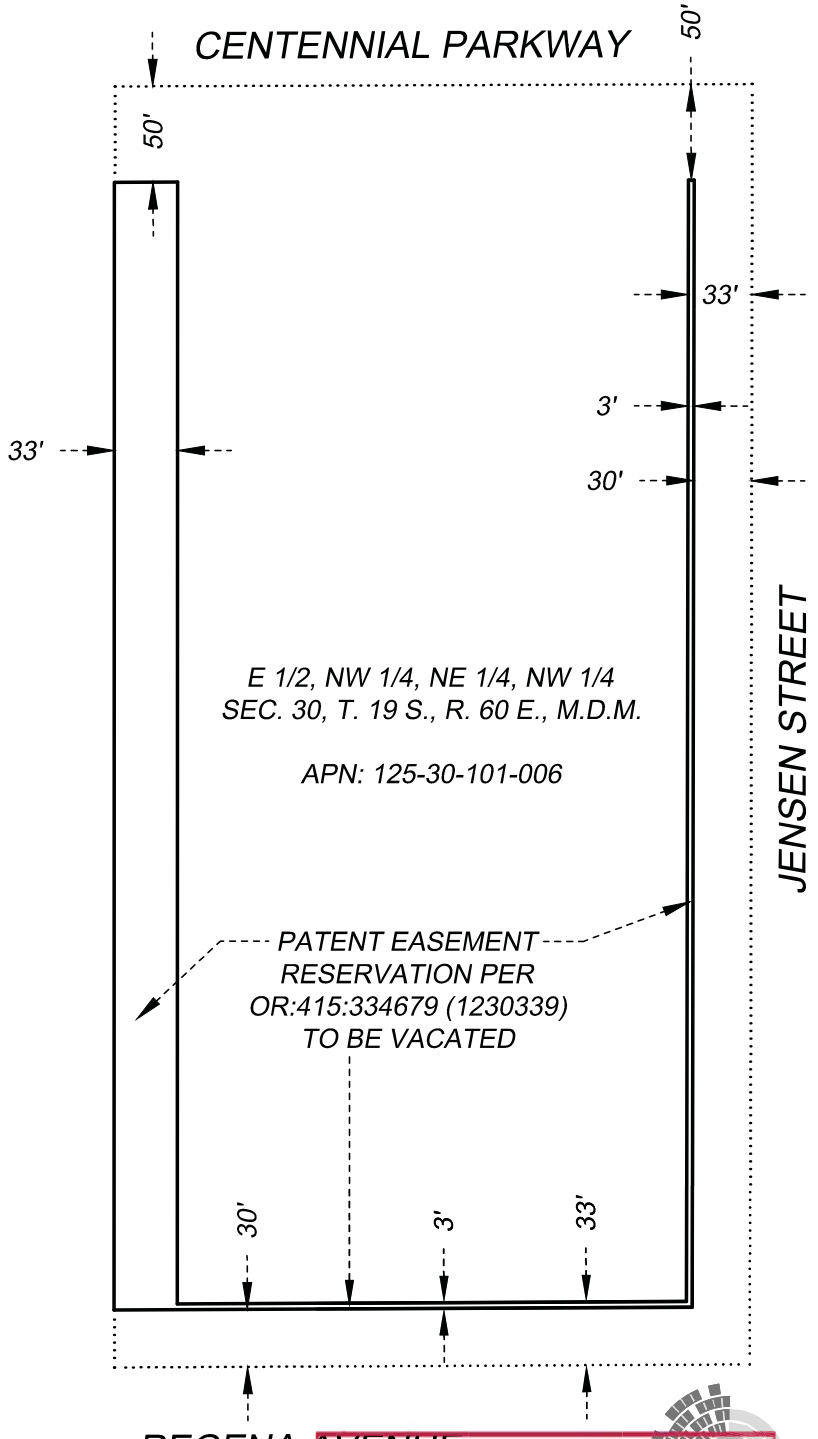
D.R. HORTON

CENTENNIAL JENSEN 5

LANDSCAPE PLAN

DRAWING LS
1 OF 1 SHTS

EXHIBIT "B" TO ACCOMPANY DESCRIPTION



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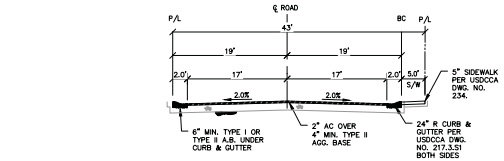
PRJ-75024
01/30/19

datasight
2551 S. BUFFALO DRIVE, SUITE 105
LAS VEGAS, NV 89117
OFFICE: 702-442-0996 | DATASIGHTUSA.COM

PAGE 1 OF 1

TENTATIVE MAP FOR
CENTENNIAL JENSEN 5
125-30-101-006



43' PRIVATE STREET — A

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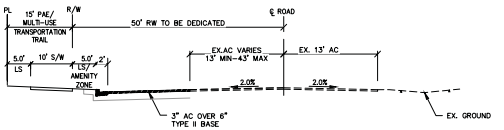
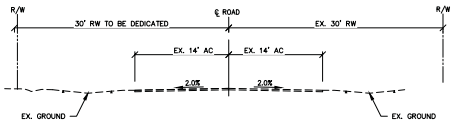


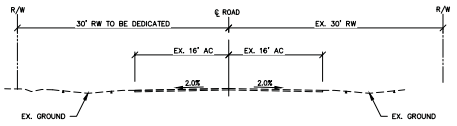
CENTENNIAL PKWY - PUBLIC — B

SCALE: N.T.S.



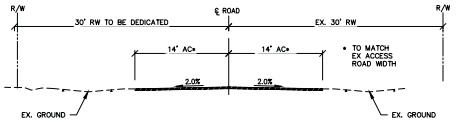
JENSEN ST - PUBLIC — C

SCALE: N.T.S.



REGENA AVE - PUBLIC — D

SCALE: N.T.S.



JENSEN ST - PUBLIC — E

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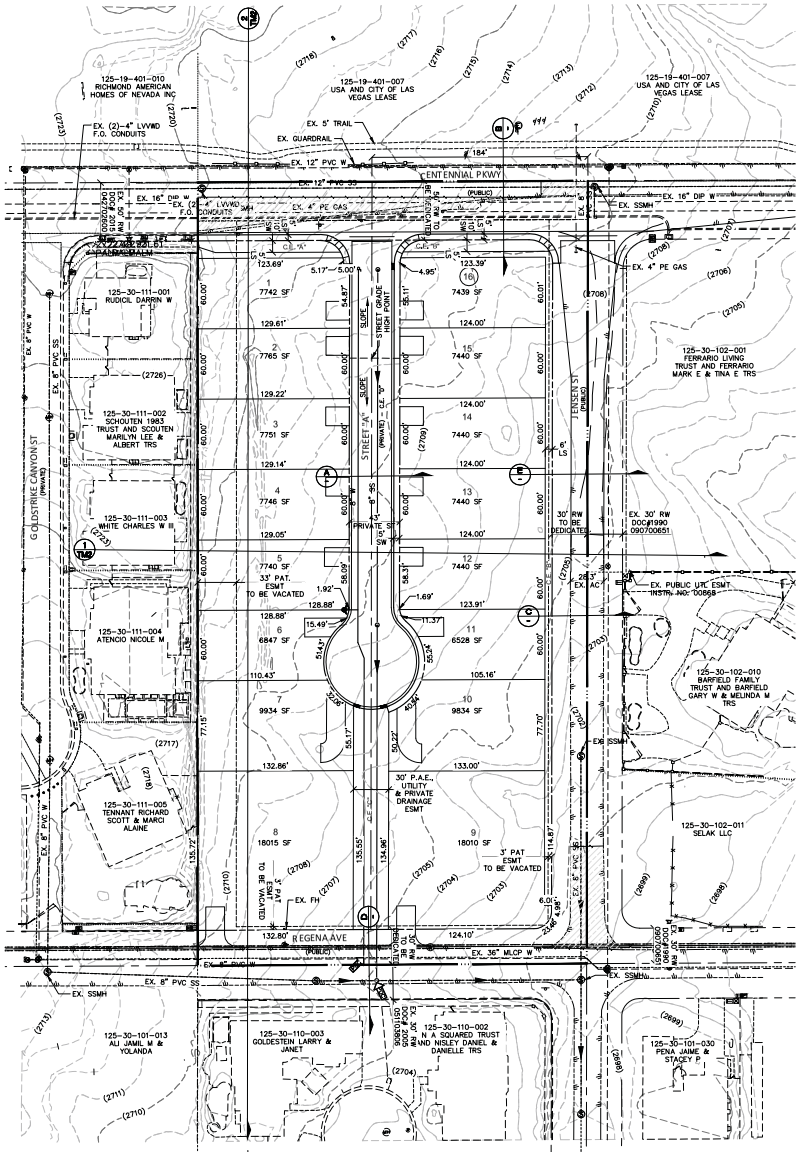
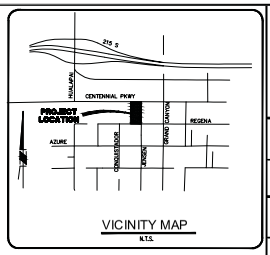




January 16, 2019



VICINITY MAP

N.T.S.

LEGAL DESCRIPTION

THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.B.&M.

NOTES

1. ALL COMMON ELEMENTS TO BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
2. THE NEAREST WATER IS LOCATED ON CENTENNIAL, NORTH OF THE PROPOSED SITE.
3. THE NEAREST SEWER IS LOCATED ON CENTENNIAL, NORTH OF THE PROPOSED SITE.
4. THERE IS NO KNOWN MAPPED OR OBSERVABLE FAULTS AND FISSURES, AS WELL AS SETBACK TO ANY FAULTS.
5. THERE IS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE.
6. THIS SUBDIVISION IS NOT PART OF A MASTER PLAN.
7. THIS PARCEL IS NOT IN A 100-YR FLOOD ZONE OR IS AFFECTED BY A LOMR.
8. PERIMETER STREETS, DRAINAGE CORRIDORS, SEWER CORRIDORS, PARKS, TRAILS, OPEN SPACES, AND SCHOOLS ARE TO BE PUBLIC.

RESTRICTIVE COVENANT NOTE

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS SHALL BE ESTABLISHED AT A LATER DATE.

LEGEND

- CENTER LINE
- RIGHT OF WAY
- PROPERTY LINE
- LOT LINE
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- PROPOSED SEWER
- PROPOSED WATER
- 25 — LOT NUMBER

SETBACK REQUIREMENTS

FRONT YARD:	20'
SIDE YARD:	5'
SIDE YARD (CORNER):	15'
REAR YARD:	15'

SITE DATA

ZONING
EXISTING ZONING: RESIDENCE ESTATES DISTRICT (R-E)
PROPOSED ZONING: SINGLE FAMILY RESIDENTIAL (R1)
PROPOSED USE: SINGLE FAMILY RESIDENTIAL DISTRICT

LOTTING

NO. OF RESIDENTIAL LOTS	= 16
NO. OF COMMON LOTS	= 3
(COMMON=RESIDENTIAL)	= 19

DENSITY

NO. OF LOTS	= 16
GROSS ACREAGE	= 5.09 AC
GROSS DENSITY	= 3.14 UNIT/AC

LOT SIZE

MAXIMUM LOT SIZE SF	= 18015 SF
MINIMUM LOT SIZE SF	= 6528 SF
AVERAGE LOT SIZE	= 9070 SF

OWNER

BARBIER ALEKSANDRA LIVING TRUST AND BARBIER ALEKSANDRA TRS
3188 BRAZOS STREET
LAS VEGAS, NV 89109

DEVELOPER

DR HORTON
1081 WHITNEY RANCH DR
HENDERSON, NV 89014
(702) 635-3600

PRJ 75024
01/30/19

GCW ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

UTILITY SERVICES

LAS VEGAS VALLEY WATER DISTRICT – WATER
CITY OF LAS VEGAS – SEWER
REPUBLIC SERVICES – DISPOSAL
NV ENERGY – POWER
SOUTHWEST GAS CORPORATION – GAS
CENTRAL TELEPHONE CO. DBA CENTURY LINK – TELEPHONE
COX COMMUNICATION – CABLE

REV	DATE	DESCRIPTION	DATE	AGEN APP	DATE	GCW APP	DATE

PROJECT NO. 767-639
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DRAWN: LBL
CHECK:
PLOT DATE: 01-16-19
PLOT TIME: 16:46:43
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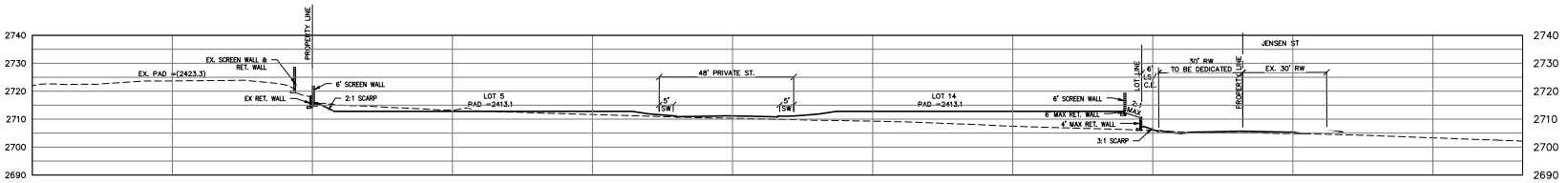
KARIMAH LEE

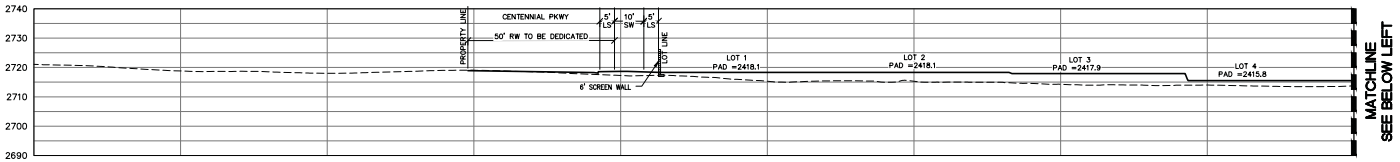
DR HORTON
CENTENNIAL JENSEN 5
TENTATIVE MAP

DRAWING
TM
1 OF 2 SHTS

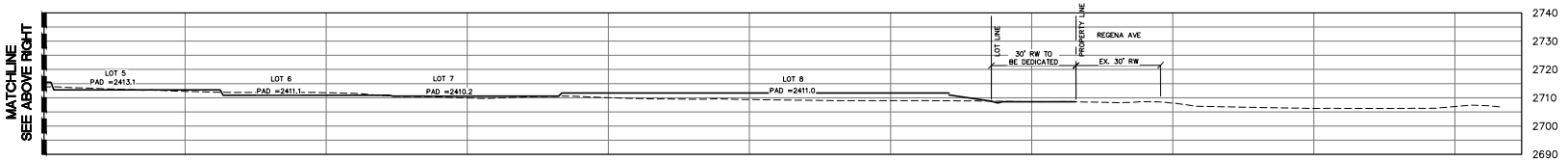
SCALE 20 0 20 40 FEET



TYPICAL SECTION
VERT.: 1" = 20'
HOR. : 1" = 20'



TYPICAL SECTION
VERT.: 1" = 20'
HOR. : 1" = 20'



TYPICAL SECTION
VERT.: 1" = 20'
HOR. : 1" = 20'

PRJ-75024
01/30/19

DATE	DESCRIPTION	DATE	AGEN APP	DATE	GOV APP	DATE

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DESIGN:
DRAWN: LBL
CHECK:
PLOT DATE: 01-16-19
PLOT TIME: 14:42:34

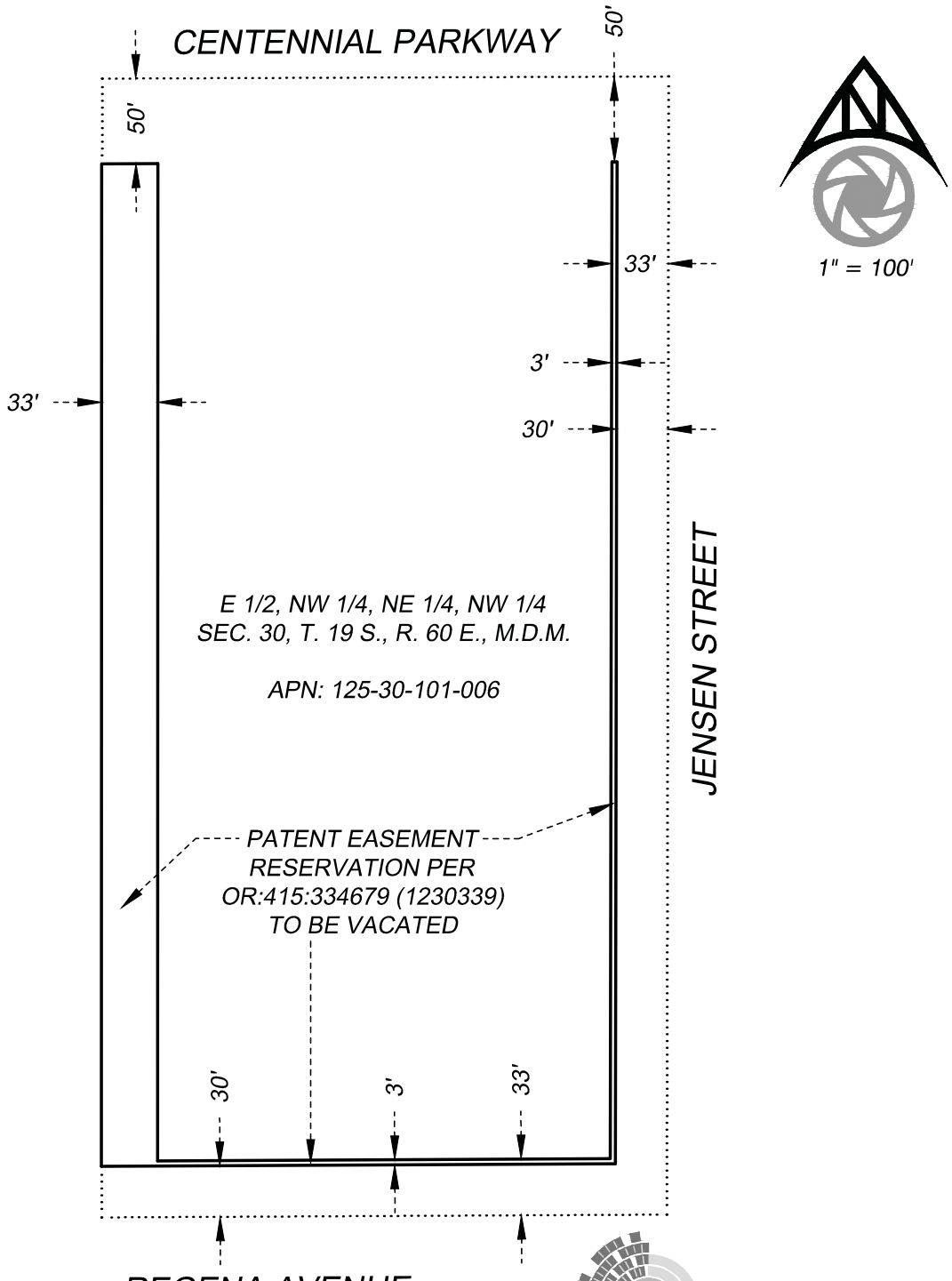
GCW ENGINEERS & SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

F:\PROJECTS\700\767-639\DWG\TENTMAP\V6396_TM.DWG
KARIMAH LEE

DR HORTON
CENTENNIAL JENSEN 5
TENTATIVE MAP 2

DRAWING
TM2
2 OF 2 SHTS

EXHIBIT "B" TO ACCOMPANY DESCRIPTION



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2451 S. BUFFALO DRIVE, SUITE 105
LAS VEGAS, NV 89117
OFFICE: 702-442-0996 | DATASIGHTUSA.COM

PAGE 1 OF 1

PRJ-75024
12/03/18



GPA-75219 [PRJ-75024] - GENERAL PLAN AMENDMENT RELATED TO ZON-75220, VAR-75221, VARC-75222 AND TMP-75223 - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST
SOUTHWEST CORNER OF CENTENNIAL PARKWAY AND JENSEN STREET

12/13/18

Cit



GPA-75219 [PRJ-75024] - GENERAL PLAN AMENDMENT RELATED TO ZON-75220, VAR-75221, VARC-75222 AND TMP-75223 - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST
SOUTHWEST CORNER OF CENTENNIAL PARKWAY AND JENSEN STREET

12/13/18

Cit



GPA-75219 [PRJ-75024] - GENERAL PLAN AMENDMENT RELATED TO ZON-75220, VAR-75221, VARC-75222 AND TMP-75223 - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST
SOUTHWEST CORNER OF CENTENNIAL PARKWAY AND JENSEN STREET

12/13/18

Cit

767-639

November 30, 2018

GCW ENGINEERS \ SURVEYORS

City of Las Vegas
Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Centennial Jensen 5 APN 125-30-101-006

Dear Sir/Madam:

On behalf of our client, DR Horton, this letter is submitted as justification for a Tentative Map, Zone Change, and General Plan Amendment with various variances, and waivers in support of a 5.0+- acre development located at the southwest corner of Centennial Parkway and Jensen Street, R-E (Residence Estates) Zone [PROPOSED: R-1 (Single Family Residential)], Ward 6.

The proposed Centennial Jensen 5 residential subdivision is proposing 18 dwelling units on 5.0+- acres. We are proposing a rezoning from R-E to R-1 with 6,500 minimum square foot lots which requires an amendment to the General Plan for Proposed R-1 zoning. The proposed R-1 zoning is compatible with several nearby developments adjacent to Centennial Parkway including the existing development directly west of the proposed subdivision.

We are proposing the following Waivers and Variances from Title 19:

Waiver #1
Minor collector streets – to allow no exterior streetlights along Jensen and Regena (public streets) where such is required (19.04.120 and 19.04.200)

Waiver #2
Minor collector streets – to allow deferral of off-site improvements (curb, gutter, sidewalk, or amenity zone) on Jensen and Regena (public streets) where such are required (19.04.120 and 19.04.200)

Waiver #3
Intersection offset – to allow a 184-foot external intersection offset from Jensen Street where 220 feet is required. (19.04.070 and 19.040.210)

Variance #1
43-foot wide non-gated private street with sidewalk on one side where 47-foot wide streets with sidewalks on both sides are required (19.04.03, 19.04.070 and 19.040.210)

Vacation
We are proposing to vacate existing patent easements within the subject parcel that are no longer needed.

1555 South Rainbow Boulevard
Las Vegas, Nevada 89146
O 702.804.2000
F 702.804.2099
info@gcwengineering.com
gcwengineering.com

PRJ-75024
12/03/18

We appreciate your consideration of these requests. Please give me a call at 702-804-2126 if you have any questions or concerns.

Cordially,

GCW, Inc.

Angie Scott
Project Coordinator
(702) 804-2126
ascott@gcwengineering.com

PRJ-75024
12/03/18

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

RECEIVED
CITY CLERK

2019 APR 30 P 4:40

April 30, 2019

VIA FACSIMILE
702-382-4803

LuAnn D. Holmes
City of Las Vegas City Clerk
495 S. Main Street
Las Vegas, NV 89101

Re: ***Request for Hold (Items #71 - #75)***
DR Horton (Centennial/Jensen 5)
Application Nos. GPA-75219; ZON-75220; VAR-75221;
VAC-7522; TMP-75223

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this item be held for 30 days from the presently scheduled Las Vegas City Council hearing of **May 1, 2019** until the **June 5, 2019** hearing. The additional time is needed to meet with the neighborhoods.

Thank you for your kind consideration and please contact our office if you have any questions.

Very truly yours,
KAEMPFER CROWELL

Anthony J. Celeste

AJC/mao

Submitted after final agenda
Items 71-75

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
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

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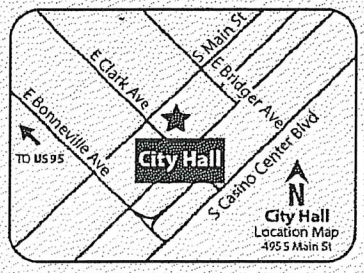
CITY CLERK
2019 APR 24 P 5:28



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75219 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530210004
EATON BRIAN SPENCER & MARYANNE
6196 BEDFORD FALLS CIR
LAS VEGAS NV 89149-1430

127 BRDGNP1 89149

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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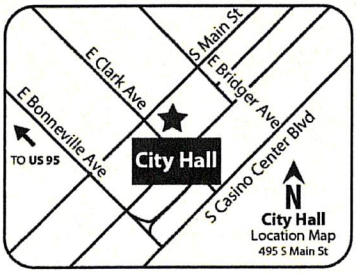

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☐ ~~I SUPPORT~~ this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75219 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102006
LUCHINGER LIVING TRUST
LUCHINGER FERDINAND & URSULA CO-
6325 N GRAND CANYON DR
LAS VEGAS NV 89149

Submitted after final agenda
Item 71

127 BRDGNP1 89149

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Office of The City Clerk
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Las Vegas, Nevada 89101

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2019 APR 23 A 11:15

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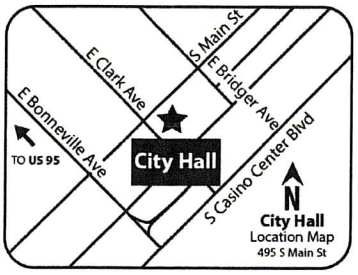

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75219 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102008
BROADHEAD RANDY E & VIVIAN S
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 BRDGNP1 89149

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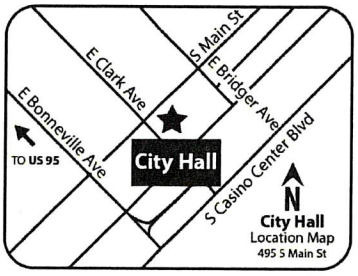

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75219 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102009
BROADHEAD IRREVOCABLE TRUST
BROADHEAD RANDY E TRS
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 BRDGNP1 89149

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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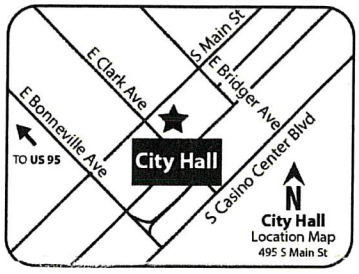
2019 APR 29 P 3:09



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-75219 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530111011
CHAPARIAN MARK
ROBERTS-CHAPARIAN LORA
9780 ARCH CANYON CT
LAS VEGAS NV 89149

127 BRDGNP1 89149

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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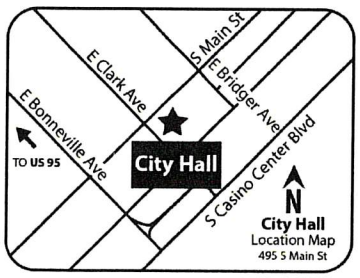
2019 APR 29 P 3:09



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75219 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530111002
SCHOUTEN 1983 TRUST
SCHOUTEN MARILYN LEE & ALBERT TR
6370 GOLDSTRIKE CANYON ST
LAS VEGAS NV 89149

Submitted after final agenda
Item 71

127 BRDGNP1 89149

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2019 APR 24 P 12:05

4/23/19

City of Las Vegas

Department of Planning

Development Services Center

333 N. Rancho Dr., 3rd Floor

Las Vegas, NV 89106

Ref: GPA-75219 and ZON-75220 (PRJ-75024)

Planning Commission Meeting - April 23, 2019

This is to file a PROTEST which I want to be noted in your files.

As a 37 year resident of Las Vegas and the RNP (Rural Neighborhood Preservation), I strongly oppose this request by Dr. Horton for a rezoning to R-1 on the 5.0 acres located at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006). The Developer Dr. Horton **should not** be allowed the variance or be allowed to change existing zoning from RE to R-1 within the RNP.

However, I am not opposed to granting the Developer a Vacation relating to the U.S. Government Patent Easements.

Sincerely,

James P. Padgett

8690 W. Fisher Avenue

Las Vegas, NV 89149

RECEIVED

APR 23 2019

City of Las Vegas
Department of Planning

5/1/19 CC

Submitted after final agenda
Items 71-72

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2019 APR 25 A 11:51

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Office of The City Clerk
495 S. Main Street, 2nd Floor
Las Vegas, NV 89101

April 24, 2019

Ref TMP-75223, GPA-75219 and ZON-75220
City Council hearing May 1, 2019

This is to file a protest which I want to be noted in your files.

I strongly oppose this request for a re-zoning to R-1 and the request to build 18 homes on this 5 acre parcel. This lot is within our RNP where ½ acre lots dominate. I wish to point out that I strongly support and wish to protect the Interlocal Agreement which is in place in our area and should also be considered by the Planning Commission before voting on this request.

I realize that we should be realistic and that there is a need to work with the developer. I understand that along Centennial Pkwy we could allow for a deviation from the ½ acre per house requirement. It would be appropriate for the developer to come up with a new plan to build 12 or up to a max of 14 homes on this 5 acre parcel. The plan should be to build 4 homes on the 2 acres along/adjoining Regena Ave and 8-10 homes on the remaining 3 acres budding on Centennial Pkwy. Such a revised plan would be more appropriate and fit into the existing neighborhood.

FYI, I had proposed the above to D.R. Horton's attorney who chaired the neighborhood meeting for this development.

It is important that you take into consideration that the **staff recommends DENIAL** of this application. After all, they are the people who know all the rules and regulations and there is a good reason why they recommend denial. Please, I urge you NOT to approve this.

Sincerely,

U. Luchinger

Ursula Luchinger
6325 N. Grand Canyon Dr.
Las Vegas, NV 89149

Submitted after final agenda
Items 71, 72, 75

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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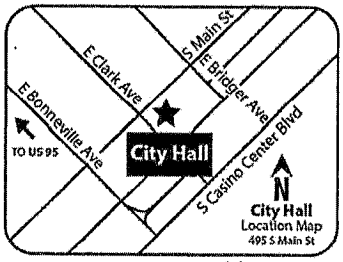

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City of Las Vegas

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 submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-75219 and ZON-75220 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: GPA-75219 AND ZON-75220
12530102009
BROADHEAD IRREVOCABLE TRUST
BROADHEAD RANDY E TRS
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

137 LRDFMP1 89149

17-18P

City of Las Vegas
Department of Planning
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Las Vegas, Nevada 89106

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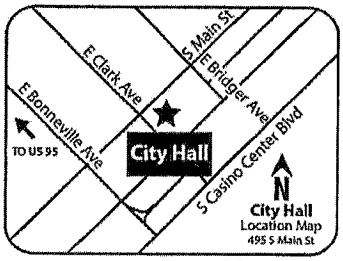

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-75219 and ZON-75220 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: GPA-75219 AND ZON-75220
12530102008
BROADHEAD RANDY E & VIVIAN S
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 LRDFMP1 89145

17-1BP

City of Las Vegas
Department of Planning
Development Services Center
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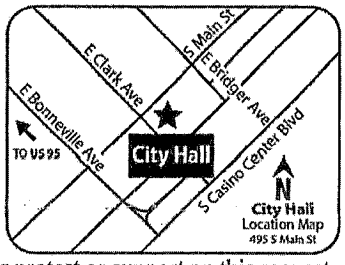
City of Las Vegas



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-75219 and ZON-75220 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Every variance negatively impacts the overall area. If the plan and zoning needs to be changed do it with a public process to evaluate the overall plan. This application calls for changing the neighborhood from Rural Preservation to residential, eliminating sidewalks and street lights

Case: GPA-75219 AND ZON-75220
12530503002
FRANKS PAUL
CRANE-FRANKS ILEENE
6275 N PARK ST
LAS VEGAS NV 89149-2376

127 LRDFMP1 89149

17-18P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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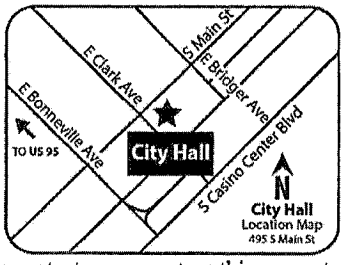

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-75219 and ZON-75220 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: GPA-75219 AND ZON-75220
12530102004
DI DIO JOHN & ANTONIA J
6335 N GRAND CANYON DR
LAS VEGAS NV 89149-1302

17-18P

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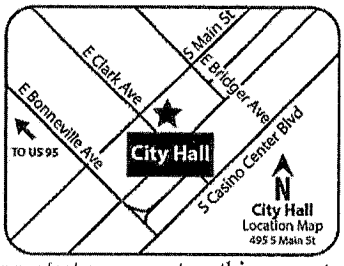

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-75219 and ZON-75220 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: GPA-75219 AND ZON-75220
12530501002
ALLEN ANDY S & CHERYL LYNN
6375 N PARK ST
LAS VEGAS NV 89149

127 LRDFNP1 89149

17-18P

City of Las Vegas
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-75219 and ZON-75220 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

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City of Las Vegas

Case: GPA-75219 AND ZON-75220
12530111001
RUDICIL DARRIN W
6390 GOLDSTRIKE CANYON ST
LAS VEGAS NV 89149

127 LRDFNP1 89149

Submitted after Final Agenda

12-13P

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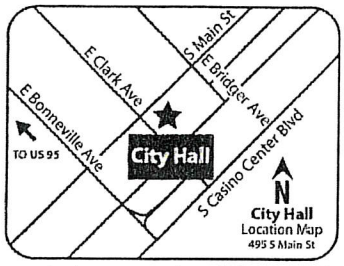

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see attached letter

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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GPA-75219 and ZON-75220 [PRJ-75024]

Planning Commission Meeting of **1/22/2019**

Case: GPA-75219 AND ZON-75220
12530102006
LUCHINGER LIVING TRUST
LUCHINGER FERDINAND & URSULA CO-
6325 N GRAND CANYON DR
LAS VEGAS NV 89149

127 LRDFMP1 89149

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Pg 1 of 2

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Las Vegas, NV 89106

January 14, 2019

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JAN 17 2019
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City of Las Vegas

Ref GPA-75219 and ZON-75220 (PRJ-75024)
Planning Commission Meeting Jan 22, 2019

This is to file a protest which I want to be noted in your files.

I strongly oppose this request for a re-zoning to R-1 and the request to build 18 homes on this 5 acre parcel. This lot is within our RNP where ½ acre lots dominate. I wish to point out that I strongly support and wish to protect the Interlocal Agreement which is in place in our area and should also be considered by the Planning Commission before voting on this request.

I realize that we should be realistic and that there is a need to work with the developer. I understand that along Centennial Pkwy we could allow for a deviation from the ½ acre per house requirement. It would be appropriate for the developer to come up with a new plan to build 12 or up to a max of 14 homes on this 5 acre parcel. The plan should be to build 4 homes on the 2 acres along/adjoining Regena Ave and 8-10 homes on the remaining 3 acres budding on Centennial Pkwy. Such a revised plan would be more appropriate and fit into the existing neighborhood.

Sincerely,

U. Luchinger

Ursula Luchinger
6325 N. Grand Canyon Dr.
Las Vegas, NV 89149

12.
13
Pg 2 of 2

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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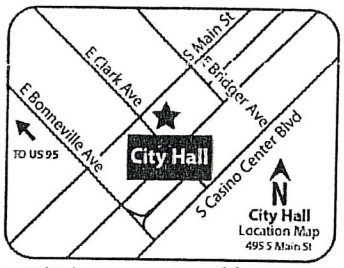

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JAN 17 2019
Dept of Planning
City of Las Vegas

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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-75219 and ZON-75220 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: GPA-75219 AND ZON-75220
12530111019
SHAFFER RICHARD P JR & SHARON A
SHAFFER RICHARD P JR & SHARON A
9791 MOSAIC CANYON CT
LAS VEGAS NV 89149

127 LRDFNP1 89149

12P
13P

Nora Lares

From: noreply@formstack.com
Sent: Sunday, January 20, 2019 12:42 PM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 01/20/19 12:41 PM

Meeting Date:	Tuesday, January 22, 2019
Project Number:	Gpa-75219
Position:	I OPPOSE the project and all related applications.
Name:	Maryanne Eaton
Residential or Business Address:	6196 BEDFORD FALLS CIR LAS VEGAS, NV 89149-1430

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Submitted after Final Agenda

2-16P

Nora Lares

From: noreply@formstack.com
Sent: Sunday, January 20, 2019 12:42 PM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 01/20/19 12:42 PM

Meeting Date:	Tuesday, January 22, 2019
Project Number:	Gpa-75219
Position:	I OPPOSE the project and all related applications.
Name:	Spencer Eaton
Residential or Business Address:	6196 BEDFORD FALLS CIR LAS VEGAS, NV 89149-1430

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12-16P

Nora Lares

From: noreply@formstack.com
Sent: Monday, January 14, 2019 8:28 PM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 01/14/19 8:27 PM

Meeting Date:	Tuesday, January 22, 2019
Project Number:	75024
Position:	I OPPOSE the project and all related applications.
Name:	Mark Chaparian
Residential or Business Address:	9780 Arch Canyon Ct Las Vegas, NV 89149
Phone:	(702) 845-8696
Email:	MarkChaparian@Gmail.com
Comments:	I write to you as a citizen, a homeowner, the President of Emerald Springs HOA, a veteran, and a retired police officer of the LVMPD. My family and 24 other homeowners and their families I represent in our HOA are greatly concerned with this project. The majority of homes in our area are situated on 1/2 acres lots or larger. We are zoned "rural residential" with some exceptions of new builds, including our community. We searched long and hard for a community that wasn't urbanized and had a rural feel and atmosphere about it. We thought we found it when we built 2.5 years ago and sunk our life savings into our home and yard. I can tell you from my 30 year law enforcement background, building homes such as the ones described with as high of density as DR Horton is

12-16P
Pg 1 of 2

asking, will lead to deflated property values, higher crime, and a much less satisfying neighborhood and community. We all understand new homes will be built and undeveloped areas will become developed. We ask that you consider what affect this project will have long term on the citizens such as myself and all the others who live in this community.

Please know that each homeowner I've spoken with in my HOA community of Emerald Springs is AGAINST this project and we would appreciate your support to modify it with less homes to meet the existing standard of a minimum of 10,000 square foot lots found in a Clark County/City of Las Vegas agreement years ago or deny the requests for zoning changes, variances, and/or amendments regarding this property altogether.

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12-16
Pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Thursday, January 17, 2019 8:15 AM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 01/17/19 8:14 AM

Meeting Date:	Tuesday, January 22, 2019
Project Number:	PRJ-75024
Position:	I OPPOSE the project and all related applications.
Name:	Danny Buguillos
Residential or Business Address:	9772 Mosaic Canyon Ct Las Vegas, NV 89149
Phone:	(510) 468-2848
Email:	dburguillos@gmail.com
Comments:	Developer should not be allowed the variance or should be allowed to change existing Plan and/or zoning. Amending plan to RNP to L and rezoning to R-E to R-1. Most if not all homes in the area remain a RNP and R-E. Developer would not be building lots and home sizes that match the existing homes, and is only trying to increase density for revenue. In my opinion would damage the spirit of the original zoning and existing home values.

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12-16P

Nora Lares

From: noreply@formstack.com
Sent: Thursday, January 17, 2019 8:16 AM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 01/17/19 8:16 AM

Meeting Date:	Tuesday, January 22, 2019
Project Number:	PRJ-75024
Position:	I OPPOSE the project and all related applications.
Name:	Karen Burguillos
Residential or Business Address:	9772 Mosaic Canyon Ct Las Vegas, NV 89149
Phone:	(702) 858-8615
Email:	kaybee519@gmail.com
Comments:	Developer should not be allowed the variance and should not be allowed to change existing Plan and/or zoning. Amending plan to RNP to L and rezoning to R-E to R-1. Most if not all homes in the area remain a RNP and R-E. Developer would not be building lots and home sizes that match the existing homes, and is only trying to increase density for revenue. In my opinion would damage the spirit of the original zoning and existing home values.

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12-16P

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, January 22, 2019 11:30 AM
To: Planning Comments
Subject: Planning Application Comments Form

Formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 01/22/19 11:30 AM

Meeting Date:	Tuesday, January 22, 2019
Project Number:	PRJ-75024
Position:	I support the project but OPPOSE a related application.
Planning Application Number(s):	GPA-75219, ZON-75220
Name:	Greg Rustad
Residential or Business Address:	6208 Magnifico Circle Las Vegas, NV 89149
Phone:	(702) 228-1422
Email:	lykkroc@gmail.com
Comments:	While we do not oppose residential development by DR Horton on this 5-acre parcel, we do oppose the request for Rezoning which would allow a higher density as well as the General Plan Amendment which seeks to revise the building guidelines from the Rural Neighborhood Preservation which currently exists in the area to Low Density Residential. We purchased in this area specifically because the larger lots and rural "feel". The proposed revisions for the lot adjacent our

Submitted after Final Agenda

12A
13A
Pg 1 of 2

subdivision would be diminish the desirability of this area.
Thank you for your consideration.

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12.
13.
Pg 2 of 2

MAR 2 5 2019

Dept of Planning
City of Las Vegas

March 20, 2019

City of Las Vegas
Department of Planning
Development Services Center
333 N Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Ref GPA-75219 and ZON-75220 (PRJ-75024)
Planning Commission Meeting Jan 22, 2019

This is to file a protest which I want to be noted in your files.

I strongly oppose this request for a rezoning to R-1 and the request to build 18 homes on this 5-acre parcel. This lot is within our RNP where ½ acre lots dominate. I wish to point out that I strongly support and wish to protect the Interlocal Agreement which is in place in our area and should also be considered by the Planning Commission before voting on this request.

I realize that we should be realistic and that there is a need to work with the developer. I understand that along Centennial Parkway we could allow for a deviation from the ½ acre per house requirement. It would be appropriate for the developer to come up with a new plan to build 12 or up to a max of 14 homes on this 5 acre parcel. The plan should be to build 4 homes on the 2 acres along/adjoining Regena Ave and 8 - 10 homes on the remaining 3 acres budding on Centennial Parkway. Such a revised plan would be more appropriate and fit into the existing neighborhood.

Cordially,

Melinda Barfield

Melinda Barfield
6320 N Jensen Street
Las Vegas, NV 89149

Submitted after final agenda

Date 3/26/19 Item 11 P 12 P

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, March 26, 2019 6:27 AM
To: Planning Comments
Subject: Planning Application Comments Form

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MAR 2 5 2019
Dept of Planning
City of Las Vegas

EXTERNAL EMAIL

formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 03/26/19 6:26 AM

Meeting Date:	Tuesday, March 26, 2019
Project Number:	RE1 PRJ-75024
Position:	I OPPOSE the project and all related applications.
Name:	Antonia Di Dio
Residential or Business Address:	6335 N. Grand Canyon Dr. Las Vegas, NV 89149
Email:	msglobin74@gmail.com
Comments:	I oppose the zoning request to RE1 based on the fact that DR Horton is planning to build 16 homes on a 5 acre parcel which is in the RNP area where most homes are on a 1/2 acre lot. The developed parcel right next to this proposal along Regena/Jensen to Centennial are Lennar built homes of 25 homes on a 10 acre property. That would compare to an equivalent of 12-13 homes for a 5 acre lot. The lot sizes of many of the proposed plans are as low as 6500 sq. ft. which is extremely short of the requirement of the minimum 10,000 sq. ft. listed in the Interlocal Agreement. We just had our 3rd meeting with the DR Horton representative and they made no changes whatsoever to the plan since the 2nd

Submitted after final agenda

Date 3/26/19 Item 11-15P
pg 1 of 2

meeting, even though the neighbors voiced their opposition. Please consider to deny the approval for the proposed plan.

The main reason we moved to this area was because it is an RNP area. If that is what it is considered, then why does DR Horton have the right to change it? Please keep this neighborhood as it is supposed to be, a rural neighborhood preservation area. Thank you.

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MAR 25 2019
Dept of Planning
City of Las Vegas

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11-15
pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Monday, March 25, 2019 8:10 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Dept of Planning
City of Las Vegas
Dept of Planning
City of Las Vegas

EXTERNAL EMAIL

formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 03/25/19 8:10 PM

Meeting Date:	Tuesday, March 26, 2019
Project Number:	PRJ-75024
Position:	I OPPOSE the project and all related applications.
Name:	URSULA LUCHINGER
Residential or Business Address:	6325 N. GRAND CANYON DR Las Vegas, NV 89149
Phone:	(702) 360-0587
Email:	aahursula@yahoo.com
Comments:	I oppose the zoning request to RE1 based on the fact that DR HORTON is planning to build 16 homes on a 5 acre parcel which is in the RNP area where most homes are on a 1/2 acre lot. The developed parcel right next to this proposal along Regena/Jensen to Centennial are Lennar built homes of 25 homes on a 10 acre property. That would compare to an equivalent of 12 to 13 homes for a 5 acre lot. The lot sizes of many of the proposed plan are as low at 6500 square feet which is extremely short of the requirement of min 10,000 sq ft listed in the

11-15 P
pg 1 of 2

Interlocal agreement. We just had our 3rd meeting with the DR HORTON rep and they had made no changes whatsoever to the plan since the 2nd meeting even though the neighbors voiced their opposition.
Please consider to deny the approval for the proposed plan.
Thank you

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MAR 25 2019
Dept of Planning
City of Las Vegas

11-15
pg 2 of 2

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
72

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

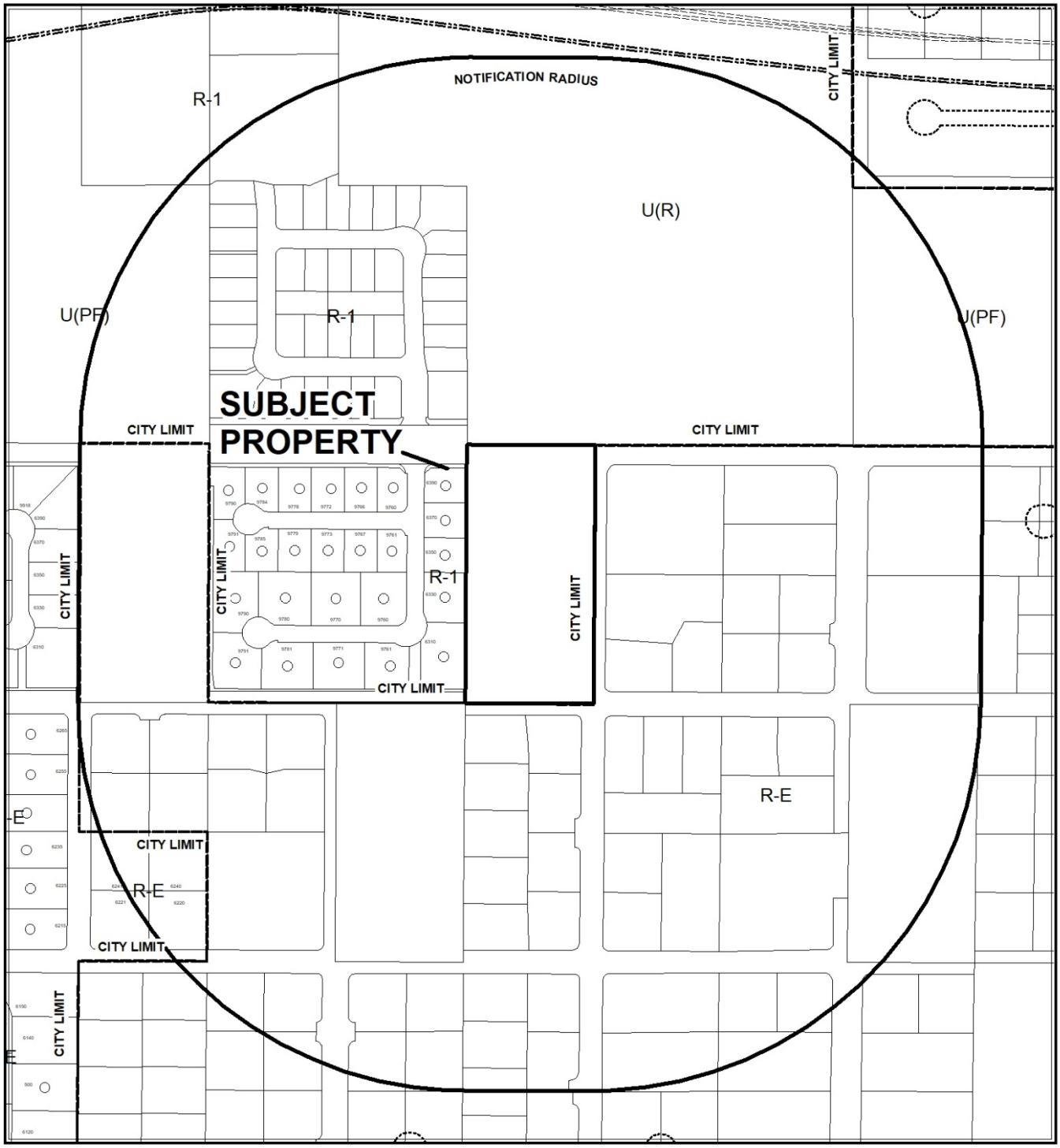
SUBJECT:
ZON-75220 - REZONING RELATED TO GPA-75219 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), Ward 6 (Fiore) [PRJ-75024]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	8	Planning Commission Mtg.	0
City Council Meeting	6	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps - ZON-75220, VAR-75221 and TMP-75223 [PRJ-75024]
3. Supporting Documentation
4. Submitted after Final Agenda – Protest Postcards

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-75220, VAR-75221 AND TMP-75223 (PRJ-75024)**

0 295 590 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



CASE: **ZON-75220, VAR-75221 AND TMP-75223 (PRJ-75024)**

0 295 590 Feet

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: _____ APN: 125-30-101-006

Name of Property Owner: Aleksandra Barbier Living Trust

Name of Applicant: D.R. Horton

Name of Representative: GCW, Inc. / Angie Scott / ascott@gcwengineering.com

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: Robert J. Barbier SUCCESSOR TRUSTEE

Print Name: ROBERT J. BARBIER SUCCESSOR TRUSTEE

Subscribed and sworn before me

This 8 day of October, 2018

Brooke Davis

Notary Public in and for said County and State

BROOKE DAVIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3408-1
My Appt. Expires Aug. 23, 2021

Revised 03/28/16

PRJ-75024
12/03/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA, ZON, VAR, VAC, TMP

Project Address (Location) Centennial Parkway and Jensen Street

Project Name Centennial Jenson 5 **Proposed Use** S.F. Residential

Assessor's Parcel #(s) 125-30-101-006 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5.0 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Barbier Living Trust **Contact** ROBERT J. BARBIER

Address 1211 SHEFFIELD WAY **Phone:** (916) 773-1265

City ROSEVILLE **State** CA **Zip** 95661-5539

E-mail Address BBCUSTOMPOOLSPA@YAHOO.COM

APPLICANT D.R. Horton, Inc. **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive #141 **Phone:** (702) 635-3600 **Fax:** (682) 703-3338

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

REPRESENTATIVE GCW, Inc. **Contact** Angie Scott

Address 1555 S. Rainbow Boulevard **Phone:** (702) 804-2126 **Fax:** (702) 804-2126

City Las Vegas **State** NV **Zip** 89146

E-mail Address ascott@gcwengineering.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* Robert J. Barbier

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROBERT J. BARBIER SUCCESSOR TRUSTEE

Subscribed and sworn before me

This 8 day of October, 20 18.

Brooke Davis

Notary Public in and for said County and State

BROOKE DAVIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3408-1
My Appt. Expires Aug. 23, 2021

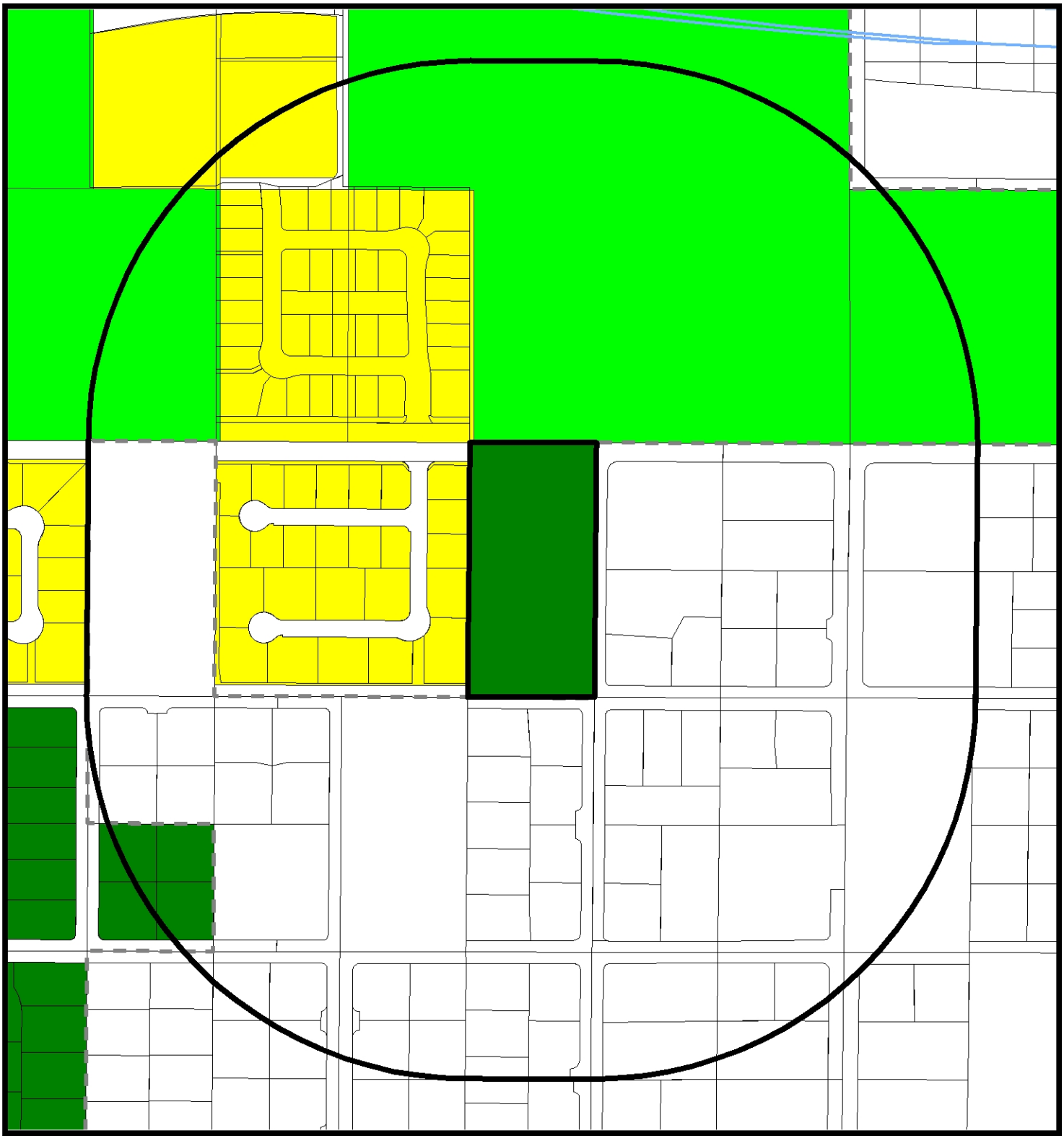
Revised 03/28/16

FOR DEPARTMENT USE ONLY
Case #
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.

DR-75024
12/03/18

ZON-75220



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-TH - Single Family Attached
- 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 R-E TO R-1

- 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, December 06, 2018

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 APR 25 A 11:52

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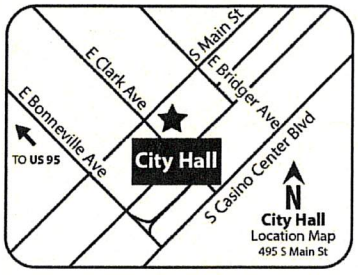

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75220 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102006
LUCHINGER LIVING TRUST
LUCHINGER FERDINAND & URSULA CO-
6325 N GRAND CANYON DR
LAS VEGAS NV 89149

127 BRDCNP1 89149

Submitted after final agenda
Item 12

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75220 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102008
BROADHEAD RANDY E & VIVIAN S
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 BRDCMP1 89149

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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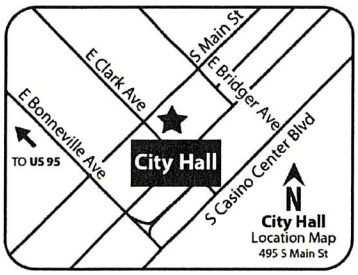
2019 APR 23 A 11:15

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-75220 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102009
BROADHEAD IRREVOCABLE TRUST
BROADHEAD RANDY E TRS
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 BRDCMP1 89149

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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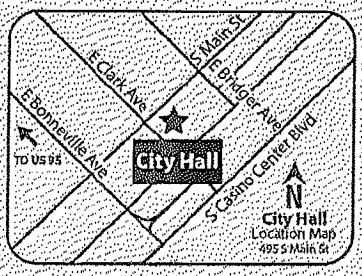
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75220 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024 1
12530210004
EATON BRIAN SPENCER & MARYANNE
6196 BEDFORD FALLS CIR
LAS VEGAS NV 89149-1430

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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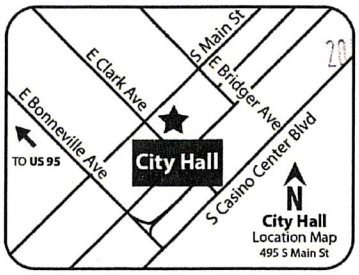

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75220 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530111002
SCHOUTEN 1983 TRUST
SCHOUTEN MARILYN LEE & ALBERT TR
6370 GOLDSTRIKE CANYON ST
LAS VEGAS NV 89149

127 BRDGNP1 89149

Submitted after final agenda
Item 72

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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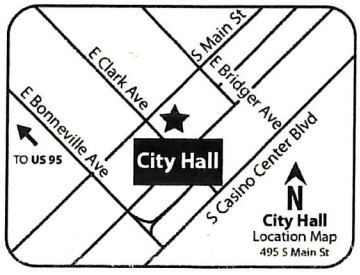
2019 APR 29 P 3:09



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-75220 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530111011
CHAPARIAN MARK
ROBERTS-CHAPARIAN LORA
9780 ARCH CANYON CT
LAS VEGAS NV 89149

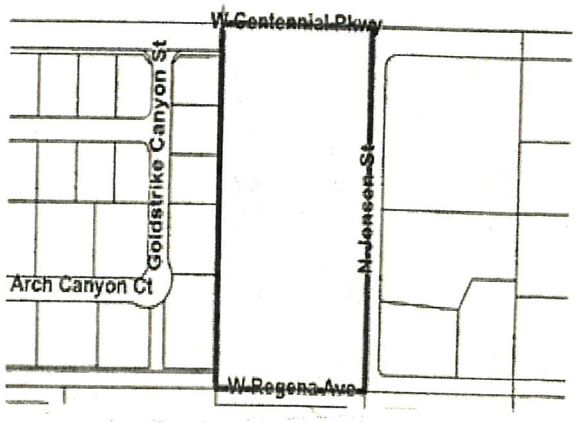
127 BRDGNP1 89149

Application Information

ZON-75220 - REZONING RELATED TO GPA-75219 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: R-1 (SINGLE FAMILY RESIDENTIAL) on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), Ward 6 (Fiore) [PRJ-75024]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

Zoning is worthless unless we follow it.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	May 1, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
73

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
VAR-75221 - VARIANCE RELATED TO GPA-75219 AND ZON-75220 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Variance TO ALLOW A 43-FOOT WIDE PRIVATE STREET WITHOUT A GATE, SIDEWALK ON ONE SIDE WHERE A 47-FOOT WIDE STREET WITH SIDEWALK ON BOTH SIDES IS REQUIRED, AND A CONNECTIVITY RATIO OF 1.0 WHERE 1.30 IS REQUIRED on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), R-E (Residence Estates) Zone [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Fiore) [PRJ-75024]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	9	Planning Commission Mtg.	0
City Council Meeting	5	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Submitted after Final Agenda – Protest Postcards
4. Backup Submitted at the March 26, 2019 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: _____ APN: 125-30-101-006

Name of Property Owner: Aleksandra Barbier Living Trust

Name of Applicant: D.R. Horton

Name of Representative: GCW, Inc. / Angie Scott / ascott@gcwengineering.com

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: Robert J. Barbier SUCCESSOR TRUSTEE

Print Name: ROBERT J. BARBIER SUCCESSOR TRUSTEE

Subscribed and sworn before me

This 8 day of October, 2018

Brooke Davis

Notary Public in and for said County and State

BROOKE DAVIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3408-1
My Appt. Expires Aug. 23, 2021

Revised 03/28/16

PRJ-75024
12/03/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA, ZON, VAR, VAC, TMP

Project Address (Location) Centennial Parkway and Jensen Street

Project Name Centennial Jenson 5 **Proposed Use** S.F. Residential

Assessor's Parcel #(s) 125-30-101-006 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5.0 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Barbier Living Trust **Contact** ROBERT J. BARBIER

Address 1211 SHEFFIELD WAY **Phone:** (916) 773-1265

City ROSEVILLE **State** CA **Zip** 95661-5539

E-mail Address BBCUSTOMPOOLSPA@YAHOO.COM

APPLICANT D.R. Horton, Inc. **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive #141 **Phone:** (702) 635-3600 **Fax:** (682) 703-3338

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

REPRESENTATIVE GCW, Inc. **Contact** Angie Scott

Address 1555 S. Rainbow Boulevard **Phone:** (702) 804-2126 **Fax:** (702) 804-2126

City Las Vegas **State** NV **Zip** 89146

E-mail Address ascott@gcwengineering.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* Robert J. Barbier

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROBERT J. BARBIER SUCCESSOR TRUSTEE

Subscribed and sworn before me

This 8 day of October, 20 18.

Brooke Davis

Notary Public in and for said County and State

BROOKE DAVIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3408-1
My Appt. Expires Aug. 23, 2021

Revised 03/28/16

FOR DEPARTMENT USE ONLY
Case #
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.

DR-75024
12/03/18

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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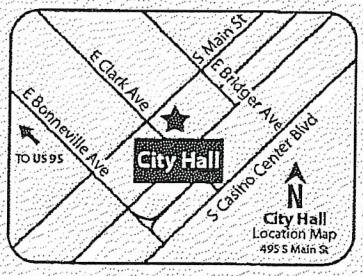
Official Notice of Public Hearing



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2019 APR 24 P 5:28
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-75221 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530210004
EATON BRIAN SPENCER & MARYANNE
6196 BEDFORD FALLS CIR
LAS VEGAS NV 89149-1430

127 BRDGNP1 89149

Submitted after final agenda

Item 73

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Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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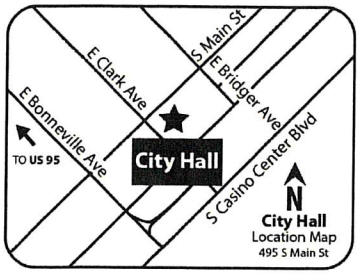

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-75221 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102008
BROADHEAD RANDY E & VIVIAN S
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 BRDGNP1 89149

City of Las Vegas
Office of The City Clerk
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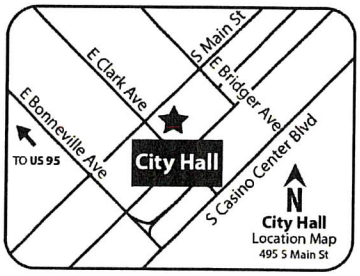

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Please use available blank space on card for your comments.

VAR-75221 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102009
BROADHEAD IRREVOCABLE TRUST
BROADHEAD RANDY E TRS
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 BRDGNP1 89149

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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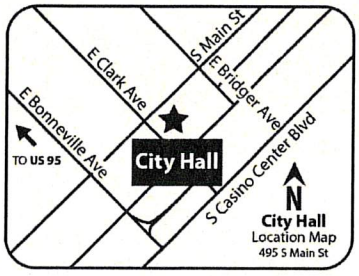

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-75221 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530111002
SCHOUTEN 1983 TRUST
SCHOUTEN MARILYN LEE & ALBERT TR
6370 GOLDSTRIKE CANYON ST
LAS VEGAS NV 89149

127 BRDGNP1 89149

Submitted after final agenda

Item 73

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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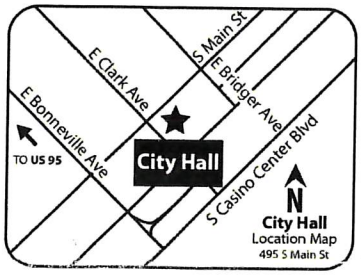

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☒ I OPPOSE this Request

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VAR-75221 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530111011
CHAPARIAN MARK
ROBERTS-CHAPARIAN LORA
9780 ARCH CANYON CT
LAS VEGAS NV 89149

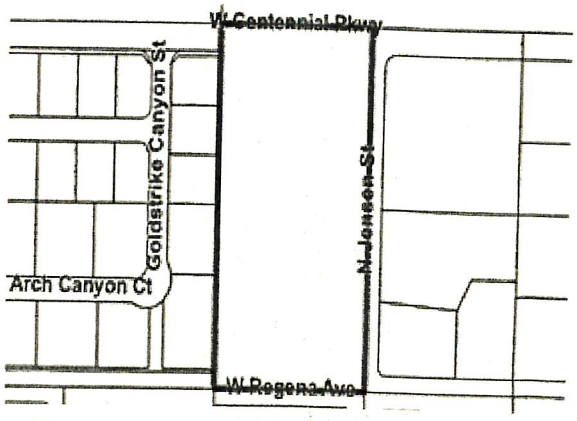
127 BRDGNP1 89149

Application Information

VAR-75221 - VARIANCE RELATED TO GPA-75219 AND ZON-75220 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Variance TO ALLOW A 43-FOOT WIDE PRIVATE STREET WITHOUT A GATE, SIDEWALK ON ONE SIDE WHERE A 47-FOOT WIDE STREET WITH SIDEWALK ON BOTH SIDES IS REQUIRED, AND A CONNECTIVITY RATIO OF 1.0 WHERE 1.30 IS REQUIRED on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), R-E (Residence Estates) Zone [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Fiore) [PRJ-75024]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

The frontage of this project does not match the same to the North or West. Curb, sidewalk, green belt, wall is missing a green belt from curb to sidewalk

Application Location



The proposed project may not pertain to the entire highlighted project site.

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NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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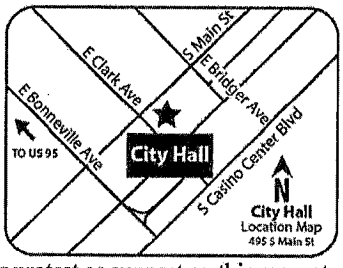

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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-75221 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

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City of Las Vegas

Case: VAR-75221
12530102009
BROADHEAD IRREVOCABLE TRUST
BROADHEAD RANDY E TRS
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 LRDFMP1 89149

19P

City of Las Vegas
Department of Planning
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Las Vegas, Nevada 89106

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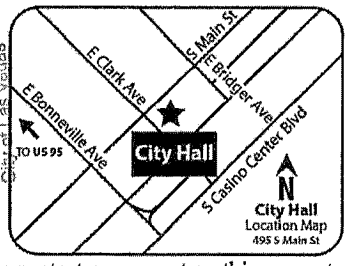
City of Las Vegas



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-75221 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

I think you have allowed developers to encroach on the guidelines established for the RNC enough. No more breaking the guidelines. Please choose not to support the money and support those of us who have purchased properties with large amounts of land for a reason. The low density housing areas near us are the pockets of crime and where mugging and attacks occur. We worked long & hard to get some space around us. Please stop destroying our RNC.

Case: VAR-75221
12530102008
BROADHEAD RANDY E & VIVIAN S
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 LRDFNP1 89149

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

With the changes proposed the neighborhood is not preserved and with sidewalk, access, and streetlight requirements modified it does not even meet LDR standards This is a zoning mess and it is because existing planning is being ignored.

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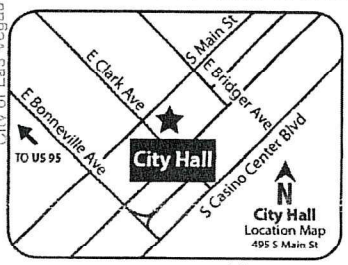
City of Las Vegas



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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-75221 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: VAR-75221

12530503002
FRANKS PAUL
CRANE-FRANKS ILEENE
6275 N PARK ST
LAS VEGAS NV 89149-2376

-3-

127 LRDFNP1 89149

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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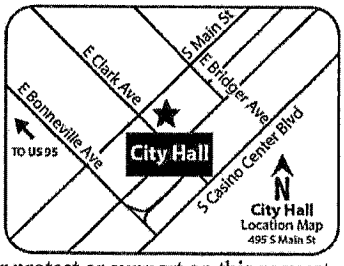

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-75221 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

12530102004 Case: VAR-75221
DI DIO JOHN & ANTONIA J
6335 N GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 LRDFNP1 89149

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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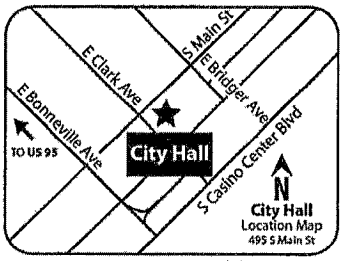

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City of Las Vegas

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VAR-75221 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: VAR-75221
12530501002
ALLEN ANDY S & CHERYL LYNN
6375 N PARK ST
LAS VEGAS NV 89149

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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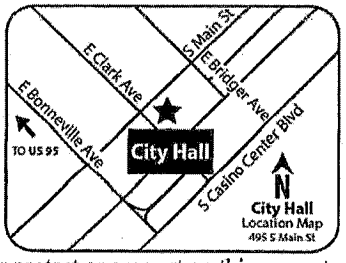

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-75221 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

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JAN 22 2019
Dept of Planning
City of Las Vegas

Case: VAR-75221
12530111019
SHAFFER RICHARD P JR & SHARON A
SHAFFER RICHARD P JR & SHARON A
9791 MOSAIC CANYON CT
LAS VEGAS NV 89149

127 LRDFNP1 89149

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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VAR-75221 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

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Dept of Planning
City of Las Vegas

Case: VAR-75221
12530111001
RUDICIL DARRIN W
6390 GOLDSTRIKE CANYON ST
LAS VEGAS NV 89149

12P LRDFNP1 89149

Submitted after Final Agenda
14P

PAGE. 1/ 1
7028709219
Jan.16.2019 10:08 AM

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Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

01/16/19

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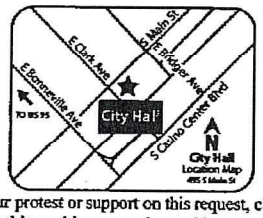
City of Las Vegas

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 submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request Rae Kelly

Please use available blank space on card for your comments.
VAR-75221 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: VAR-75221
12530101044
KELLY FAMILY TRUST
KELLY RAE F & JANE E TRS
6215 N GRAND CANYON DR
LAS VEGAS NV 89149-1362

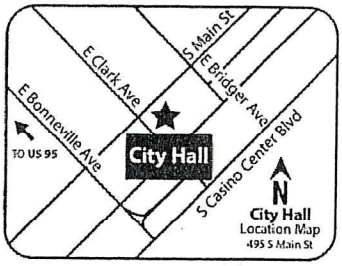
127 LRDFNP1 89149

14P

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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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-75221 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

RECEIVED
JAN 17 2019
Dept of Planning
City of Las Vegas

Case: VAR-75221
12530102006
LUCHINGER LIVING TRUST
LUCHINGER FERDINAND & URSULA CO-
6325 N GRAND CANYON DR
LAS VEGAS NV 89149

127 LRDFNP1 89149

14P

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
74

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

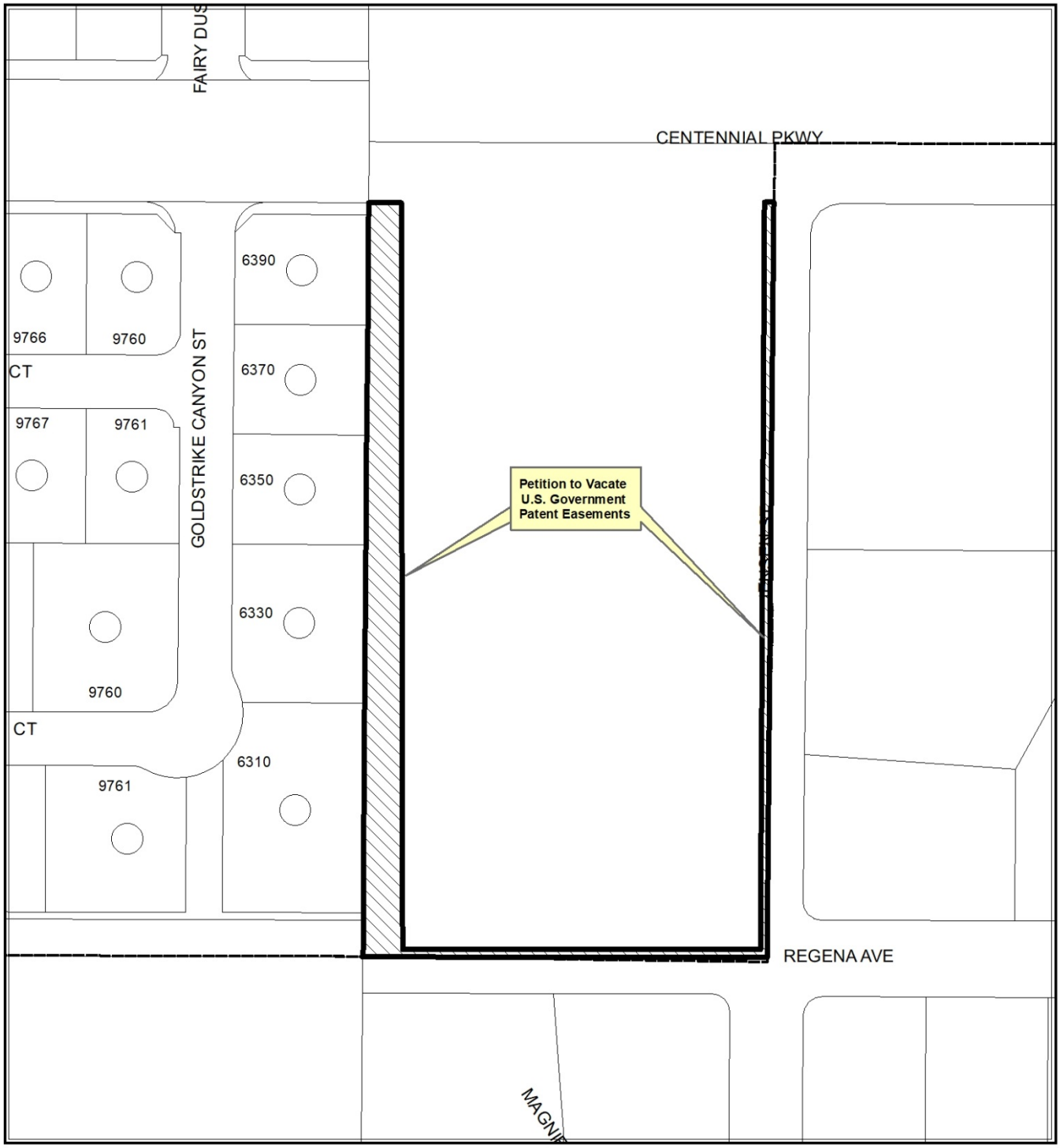
SUBJECT:
VAC-75222 - VACATION RELATED TO GPA-75219, ZON-75220 AND VAR-75221 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Petition to Vacate U.S. Government Patent Easements generally located at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), Ward 6 (Fiore) [PRJ-75024]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Supporting Documentation
4. Submitted after Final Agenda – Protest Postcard
5. Backup Submitted at the March 26, 2019 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.



CASE: VAC-75222 (PRJ-75024)



CASE: VAC-75222 (PRJ-75024)

0 90 180
Feet

N

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: _____ APN: 125-30-101-006

Name of Property Owner: Aleksandra Barbier Living Trust

Name of Applicant: D.R. Horton

Name of Representative: GCW, Inc. / Angie Scott / ascott@gcwengineering.com

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: Robert J. Barbier SUCCESSOR TRUSTEE

Print Name: ROBERT J. BARBIER SUCCESSOR TRUSTEE

Subscribed and sworn before me

This 8 day of October, 2018

Brooke Davis

Notary Public in and for said County and State

BROOKE DAVIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3408-1
My Appt. Expires Aug. 23, 2021

Revised 03/28/16

PRJ-75024
12/03/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA, ZON, VAR, VAC, TMP

Project Address (Location) Centennial Parkway and Jensen Street

Project Name Centennial Jenson 5 **Proposed Use** S.F. Residential

Assessor's Parcel #(s) 125-30-101-006 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5.0 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Barbier Living Trust **Contact** ROBERT J. BARBIER

Address 1211 SHEFFIELD WAY **Phone:** (916) 773-1265

City ROSEVILLE **State** CA **Zip** 95661-5539

E-mail Address BBCUSTOMPOOLSPA@YAHOO.COM

APPLICANT D.R. Horton, Inc. **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive #141 **Phone:** (702) 635-3600 **Fax:** (682) 703-3338

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

REPRESENTATIVE GCW, Inc. **Contact** Angie Scott

Address 1555 S. Rainbow Boulevard **Phone:** (702) 804-2126 **Fax:** (702) 804-2126

City Las Vegas **State** NV **Zip** 89146

E-mail Address ascott@gcwengineering.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* Robert J. Barbier

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROBERT J. BARBIER SUCCESSOR TRUSTEE

Subscribed and sworn before me

This 8 day of October, 20 18.

Brooke Davis

Notary Public in and for said County and State

BROOKE DAVIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3408-1
My Appt. Expires Aug. 23, 2021

Revised 03/28/16

FOR DEPARTMENT USE ONLY
Case #
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-75024
12/03/18

STATE OF NEVADA
DECLARATION OF VALUE

20031202
.01940

1. Assessor Parcel Number(s)
   a) 125-30-101-006
   b)
   c)
   d)
2. Type of Property:
   a) [ ] Vacant Land b) [X] Single Fam. Res.
   c) [ ] Condo/Twnhse d) [ ] 2-4 Plex
   e) [ ] Apt. Bldg f) [ ] Comm'l/Ind'l
   g) [ ] Agricultural h) [ ] Mobile Home
   [ ] Other

FOR RECORDERS OPTIONAL USE ONLY
Document/Instrument #: 2
Book _____ Page: _____
Date of Recording: _____
Notes:

3. Total Value/Sales Price of Property $ _____
   Deed in Lieu of Foreclosure Only (value of property) (_____)
   Transfer Tax Value: $ _____
   Real Property Transfer Tax Due $ 0

4. If Exemption Claimed:
   a. Transfer Tax Exemption per NRS 375.090, Section 3 950825/01254
   b. Explain Reason for Exemption: to transfer without consideration to a family trust
   Aleksandra Barbier living trust
5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS.375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Jeffrey Burr Capacity Attorney
Signature _____ Capacity _____

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Aleksandra Barbier	Print Name:	Same as seller
Address:	3188 Brazos Street	Address:	"
City:	Las Vegas	City:	"
State:	NV Zip: 89109	State:	" Zip: "

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)
Print Name: JEFFREY BURR & ASSOCIATES Escrow #
Address: 4455 S. PECOS
City: LAS VEGAS, NV 89121 State: Zip:

1940

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

TO ASSESSOR'S COPY

PRJ-75024
12/03/18

20031202
.01940

CLARK COUNTY, NEVADA
FRANCES DEANE, RECORDER

RECORDED AT THE REQUEST OF
JEFFREY L BURR & ASSOCIATES

12-02-2003 13:35 DG1
OFFICIAL RECORDS
BOOK/INSTR:20031202-01940
PAGE COUNT: 4

FEE: 17.00
RPTT: EX#003

APN# 125-30-101-006

(4)

RE-RECORDED

Recording requested by:

Jeffrey L Burr & Associates

Return to:

Name Jeffrey L. Burr & Assoc.

Address 4455 S Pecos Rd

City/State/Zip Las Vegas, NV 89121

RECORDER'S MEMO
POSSIBLE POOR RECORD DUE TO
QUALITY OF ORIGINAL DOCUMENT

DEED
(Title on Document)

This page added to provide additional information required by NRS 111.312 Sections 1-2
(Additional recording fee applies).

This cover page must be typed or printed clearly in black ink only.

ASSESSOR'S COPY

PRJ-75024
12/03/18

20031202
01940

THIS DEED IS BEING RE-RECORDED TO CORRECT THE DATE OF THE ALEKSANDRA BARBIER LIVING TRUST

GRANT, BARGAIN, SALE DEED

(3)

THIS INDENTURE WITNESSETH: That ALEKSANDRA BARBIER, for good and other valuable consideration, does hereby Grant, Bargain, Sell and Convey to ALEKSANDRA BARBIER, Trustee of the ALEKSANDRA BARBIER LIVING TRUST, dated ~~June 22~~ July 18, 1995, as amended, or restated, or her successors, all of her right, title and interest in that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

The East Half (E 1/2) of the Northwest Quarter (NW 1/4) of the Northeast Quarter (NE 1/4) of the Northwest Quarter (NW 1/4) of Section 30, Township 19 South, Range 60 East, M.D.B.&M.

SUBJECT TO:
1. Taxes for the fiscal year
2. Covenants, conditions, restrictions, reservations, rights of way, and easements now of record.

GRANTEES ADDRESS: ALEKSANDRA BARBIER, 3188 Brazos Street, Las Vegas, NV 89109-3205
APN: 125-30-101-006

Subject to: Powers of Trustee attached hereto as Exhibit "A" and by this reference incorporated herein.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining.

Witness her hand this 1st day of August, 1995.

Aleksandra Barbier
ALEKSANDRA BARBIER

File No. 95-1184-E

ASSESSOR'S COPY

PRJ-75024
12/03/18

20031202
.01940

950825.01259

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 15th day of August, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared ALEKSANDRA BARBIER, known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

WITNESS my hand and official seal.

Notary Public

When Recorded, Mail to:
ALEKSANDRA BARBIER
3188 Brazos Street
Las Vegas, NV 89109-3205

ASSESSOR'S COPY

PRJ-75024
12/03/18

20031202
01940

950825.01254

EXHIBIT "A"
POWERS OF TRUSTEE

ALEKSANDRA BARBIER, Trustee, is hereby vested with complete powers of disposition of the real estate herein described, including the power to plat, sell, encumber, mortgage and convey as a whole or in parcels, and no person dealing with said Trustee shall be obligated to look beyond the terms of this instrument for power in the Trustee to sell, encumber, mortgage or convey, the real estate described herein.

Said Grantee is likewise hereby excused from any and all duties of diligence and responsibility respecting the propriety of any act of said Trustee purporting to be done under or by virtue of the terms of this issue.

This conveyance is made in Trust pursuant to and in accordance with the **"ALEKSANDRA BARBIER LIVING TRUST"** which was executed on July 18, 1995.

ASSESSOR'S COPY

2003 NOV 13 P 2:03

CLARK COUNTY NEVADA
JUDITH A. VANDEVER RECORDER
RECORDED AT REQUEST OF
JEFFREY L. BURR LTD
08-25-95 13:50 TML
OFFICIAL RECORDS
BOOK 950825 INST 01254
FEE: 9.00 RPTT EX#008

PRJ-75024
12/03/18

LEGAL DESCRIPTION

THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.B. & M.

PRJ-75024
12/03/18

APN: 125-30-101-006

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PORTION OF A PATENT EASEMENT RESERVATION TO BE VACATED IN SUPPORT OF THE CENTENNIAL JENSEN 5 PROJECT.

DESCRIPTION

A PORTION OF THAT CERTAIN PATENT EASEMENT RESERVATION RECORDED JANUARY 22, 1963 IN BOOK 415 AS INSTRUMENT NO. 334679 ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, DESCRIBED AS FOLLOWS:

THE EAST, WEST AND SOUTH THIRTY-THREE (33) OF THE EAST HALF (E 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM THE NORTH FIFTY (50) FEET, THE SOUTH THIRTY (30) FEET AND THE EAST THIRTY (30) FEET THEREOF.

END OF DESCRIPTION.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

RUSTY A. WONDERS, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 19751

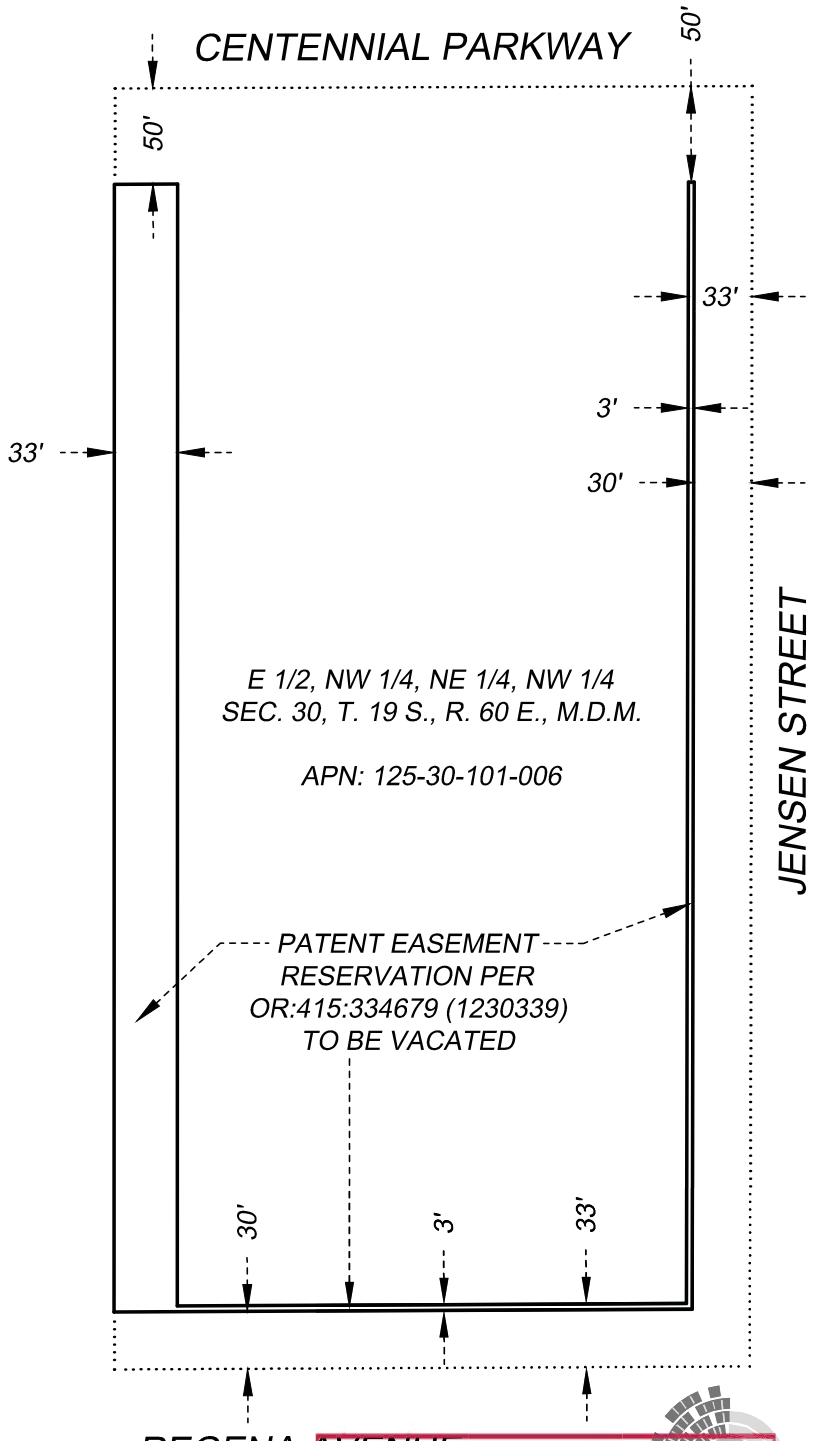


10/10/18
Exp. 6/30/20

DATASIGHT
2451 S. BUFFALO DRIVE, SUITE 105/LAS VEGAS, NEVADA 89117 / TEL: (702) 442-0996

PRJ-75024
12/03/18

EXHIBIT "B" TO ACCOMPANY DESCRIPTION



J:\DRH\18126\Division\LV Survey\Legals\Exhibits\DRH-18126_PEV-EX01.dwg

PRJ-75024
01/30/19

datasight
2551 S. BUFFALO DRIVE, SUITE 105
LAS VEGAS, NV 89117
OFFICE: 702-442-0996 | DATASIGHTUSA.COM

PAGE 1 OF 1

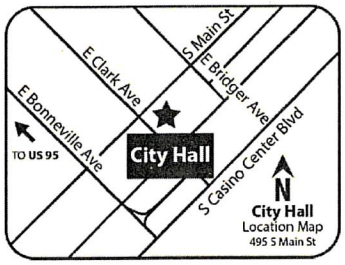
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2019 APR 29 P 3:09

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAC-75222 [PRJ-75024]
City Council Meeting of **May 1, 2019**

Case: VAC-75222
12530111002
10-SCHOUTEN 1983 TRUST
SCHOUTEN MARILYN LEE & ALBERT TR
6370 GOLDSTRIKE CANYON ST
LAS VEGAS NV 89149

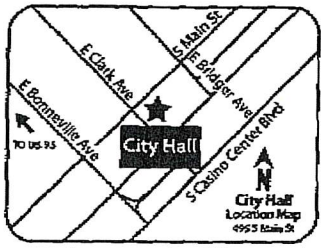
Submitted after final agenda
Item 74

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 submit your comments online at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018
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.
VAC-75222 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

RECEIVED
JAN 2 2 2018
Dept of Planning
City of Las Vegas

Case: VAC-75222
12530111001
11-RUDICIL DARRIN W
6390 GOLDSTRIKE CANYON ST
LAS VEGAS NV 89149

127 LRDFNPi 89149

Submitted after Final Agenda
ISP

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
75

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
TMP-75223 - TENTATIVE MAP RELATED TO GPA-75219, ZON-75220, VAR-75221 AND VAC-75222 - CENTENNIAL JENSEN 5 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Tentative Map FOR AN 18-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION WITH WAIVERS TO ALLOW NO INTERIOR OR EXTERIOR STREETLIGHTS WHERE SUCH IS REQUIRED, DEFERRAL OF OFFSITE IMPROVEMENTS ON REGENA AVENUE AND JENSEN STREET AND A 184-FOOT EXTERNAL INTERSECTION OFFSET WHERE 220 FEET IS REQUIRED on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), R-E (Residence Estates) Zone [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Fiore) [PRJ-75024]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	10	Planning Commission Mtg.	0
City Council Meeting	6	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Submitted after Final Agenda – Protest Postcards
4. Backup Submitted at the March 26, 2019 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: _____ APN: 125-30-101-006

Name of Property Owner: Aleksandra Barbier Living Trust

Name of Applicant: D.R. Horton

Name of Representative: GCW, Inc. / Angie Scott / ascott@gcwengineering.com

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: Robert J. Barbier SUCCESSOR TRUSTEE

Print Name: ROBERT J. BARBIER SUCCESSOR TRUSTEE

Subscribed and sworn before me

This 8 day of October, 2018

Brooke Davis

Notary Public in and for said County and State

BROOKE DAVIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3408-1
My Appt. Expires Aug. 23, 2021

Revised 03/28/16

PRJ-75024
12/03/18

DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: GPA, ZON, VAR, VAC, TMP

Project Address (Location) Centennial Parkway and Jensen Street

Project Name Centennial Jenson 5 **Proposed Use** S.F. Residential

Assessor's Parcel #(s) 125-30-101-006 **Ward #** _____

General Plan: existing _____ proposed _____ **Zoning:** existing _____ proposed _____

Commercial Square Footage _____ **Floor Area Ratio** _____

Gross Acres 5.0 **Lots/Units** _____ **Density** _____

Additional Information _____

PROPERTY OWNER Barbier Living Trust **Contact** ROBERT J. BARBIER

Address 1211 SHEFFIELD WAY **Phone:** (916) 773-1265

City ROSEVILLE **State** CA **Zip** 95661-5539

E-mail Address BBCUSTOMPOOLSPA@YAHOO.COM

APPLICANT D.R. Horton, Inc. **Contact** Michael Cuddy

Address 1081 Whitney Ranch Drive #141 **Phone:** (702) 635-3600 **Fax:** (682) 703-3338

City Henderson **State** NV **Zip** 89014

E-mail Address mpcuddy@drhorton.com

REPRESENTATIVE GCW, Inc. **Contact** Angie Scott

Address 1555 S. Rainbow Boulevard **Phone:** (702) 804-2126 **Fax:** (702) 804-2126

City Las Vegas **State** NV **Zip** 89146

E-mail Address ascott@gcwengineering.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* Robert J. Barbier

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name ROBERT J. BARBIER SUCCESSOR TRUSTEE

Subscribed and sworn before me

This 8 day of October, 20 18.

Brooke Davis

Notary Public in and for said County and State

BROOKE DAVIS
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3408-1
My Appt. Expires Aug. 23, 2021

Revised 03/28/16

FOR DEPARTMENT USE ONLY
Case #
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-75024
12/03/18

DEPARTMENT OF PLANNING

DATE: 12/03/2018

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: PROJECT NAME Centennial Jensen 5
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 Michael Cuddy at (702)-635-3600. Thank you.

Sincerely,

(Signature)

Michael Cuddy
(Print)

Subscribed and sworn before me

This 2ND day of DECEMBER, 20 18.

BARBARA A. BROSS
Notary Public, State of Nevada
Appointment No. 98-2673-1
My Appt. Expires Mar 24, 2022

Barbara A Bross
Notary Public in and for said County and State

PRJ-75024
12/03/18

CENTENNIAL JENSEN 5

DEPARTMENT OF PLANNING

TENTATIVE MAP APPLICATION CHECKLIST

The following information/data shall be submitted with each tentative map application:

A. Tentative Map Contents

- [x] 1. Name of the proposed subdivision.
- [x] 2. Names, addresses and phone numbers of owner, subdivider and surveyor or engineer.
- [x] 3. A legend which denotes the meaning of all the symbols used and which includes the date, north arrow and scale.
- [x] 4. A location map giving sufficient legal description to describe tract boundaries and relationships to surrounding areas and existing public streets.
- [x] 5. Identification of adjoining properties.
- [x] 6. Existing topography (obtained by actual survey at one (1) foot contours (based on city datum) on site and within one hundred fifty (150) feet of the proposed subdivision (except for the interior of existing subdivisions within one hundred, fifty (150) feet). The Department of Public Works may require larger contour intervals for large tracts.
- [x] 7. Existing structures and other physical features.
- [x] 8. Existing and proposed lot lines and dimensions. Each proposed lot shall be numbered in sequence, and each block shall be numbered or lettered. Letters may be used to identify common lots.
- [x] 9. Existing and proposed street right of way widths, grades (with the direction of drainage indicated) and corner radii.
- [x] 10. Existing and proposed street names.
- [x] 11. Except for commercial subdivisions, existing and proposed street addresses or address ranges for each block, in accordance with the City's street addressing regulations. N/A Planning
- [x] 12. Locations and widths of existing and proposed utility rights-of-way and easements.
- [x] 13. Locations and widths of existing and proposed irrigation or drainage ditch rights-of-way and easements.
- [x] 14. Existing and proposed storm drains.
- [x] 15. Proposed sanitary sewer systems, showing pipe sizes, manholes, direction of flow and point of connection to existing facilities.
- [x] 16. Existing and proposed potable water mains and, for subdivisions to be supplies by wells, the location, pressure and capacity of such wells, and the potential population capable of being served by such wells. The wells must be authorized under State certificate.

PRJ-75024
12/03/18

Planning ☑ 17. Proposed reservations or dedications for parks, trails, open spaces, schools, or other public or quasi public uses.

☑ 18. Existing street names, rights of way and pavement widths for streets within one hundred fifty (150) feet of the proposed subdivision.

N/A Planning ☐ 19. If required, an Impact Statement in accordance with LVMC 19.16.010 (E) and a Traffic Management Plan.

☑ 20. Note on the map indicating whether streets, drainage corridors, sewer corridors, parks, trails, open spaces and schools are to be public or private.

☑ 21. Note on the map that above ground utility boxes shall not be placed within trail corridors, if trail areas are designated on the map.

B. Supplemental Information

The following supplemental information may be required by the Department of Public Works or the Department of Planning. When required, it shall be submitted on separate drawings or sheets.

☑ 1. A Traffic Impact Analysis, Single Subdivision Access Report, or Master Driveway and Onsite Circulation Plan, prepared in accordance with City standards or as directed by the City Traffic Engineer.

N/A Planning ☐ 2. Development Impact Notice and Assessment (DINA) per LVMC 19.16.010 (E) of the Unified Development Code.

☑ 3. Any proposed deviations from City standards.

Planning ☑ 4. A copy of the deed for the property, if required.

☑ 5. Whenever, on the perimeter of a project, walls are proposed which (1) face a public street or adjoining property not in common ownership; (2) are within a single plane and are not separated by landscaping; and (3) exceed the maximum acceptable wall heights indicated in Title 19 or other applicable Master Plan, the applicant shall submit three copies of a plan or proposed perimeter grades which indicates all such walls. This plan may be super imposed on the tentative map but must be legible. The plan shall include cross sections of all sections of the project perimeter with walls which exceed the heights indicated in above.

☑ 6. A compatible digital format copy of the tentative map.

N/A ☐ 7. If applicable, a letter indicating that an in lieu of park is proposed.

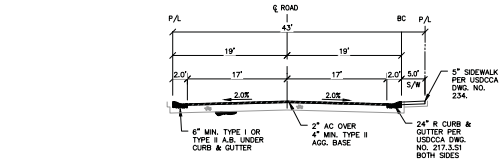
Reviewed by: Roger Bailey A Swanton

Department of Public Works Signature: _____

Date: 11/7/18 11/7/18

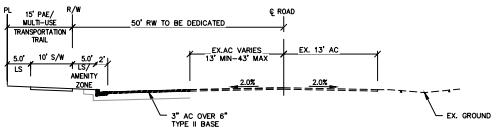
PRJ-75024
12/03/18

TENTATIVE MAP FOR
CENTENNIAL JENSEN 5
125-30-101-006



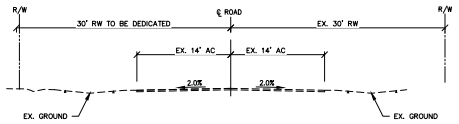
43' PRIVATE STREET — A

SCALE: N.T.S.



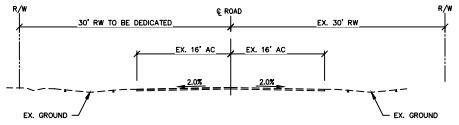
CENTENNIAL PKWY - PUBLIC — B

SCALE: N.T.S.



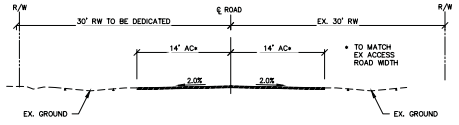
JENSEN ST - PUBLIC — C

SCALE: N.T.S.



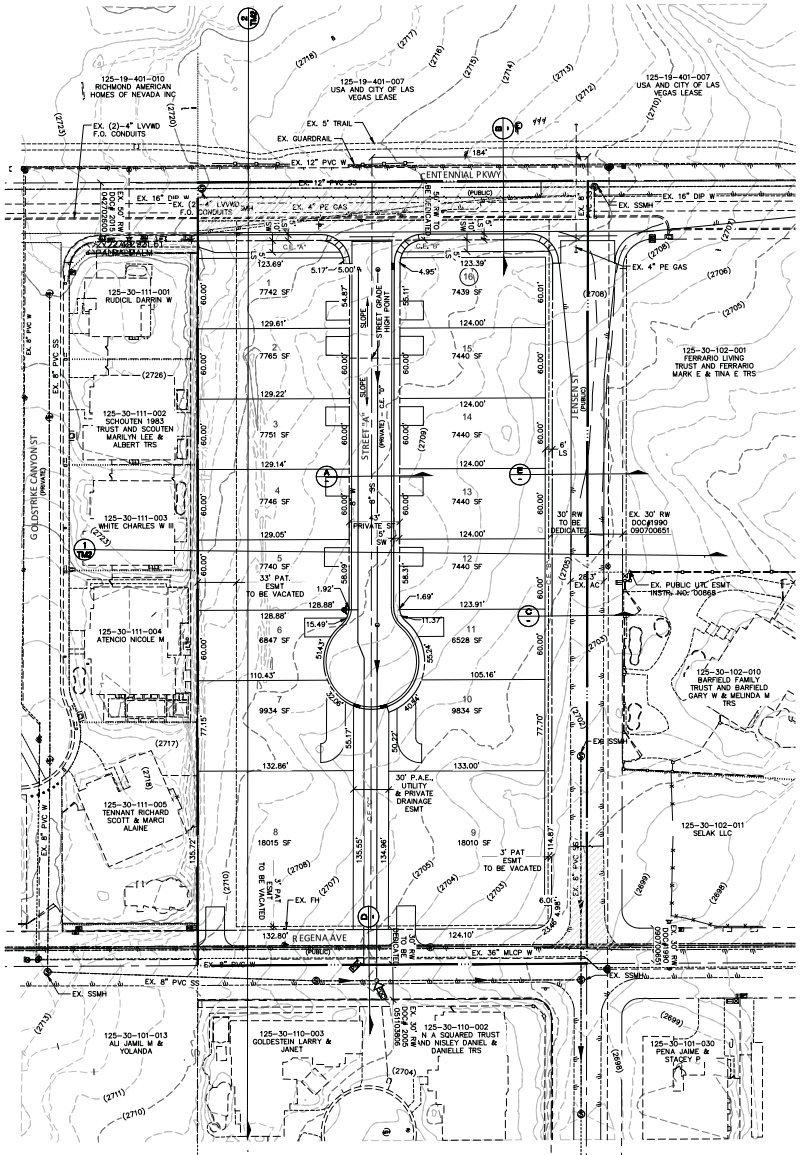
REGENA AVE - PUBLIC — D

SCALE: N.T.S.



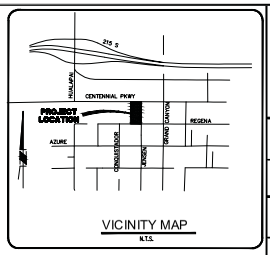
JENSEN ST - PUBLIC — E

SCALE: N.T.S.



SCALE: 1" = 50'

January 16, 2019



VICINITY MAP

N.T.S.

LEGAL DESCRIPTION

THE EAST HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHEAST QUARTER (NE ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 30, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.B.&M.

NOTES

1. ALL COMMON ELEMENTS TO BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION.
2. THE NEAREST WATER IS LOCATED ON CENTENNIAL, NORTH OF THE PROPOSED SITE.
3. THE NEAREST SEWER IS LOCATED ON CENTENNIAL, NORTH OF THE PROPOSED SITE.
4. THERE IS NO KNOWN MAPPED OR OBSERVABLE FAULTS AND FISSURES, AS WELL AS SETBACK TO ANY FAULTS.
5. THERE IS NO KNOWN GROUNDWATER DEPTHS HISTORICALLY WITHIN 20 FEET OF THE EXISTING GROUND SURFACE.
6. THIS SUBDIVISION IS NOT PART OF A MASTER PLAN.
7. THIS PARCEL IS NOT IN A 100-YR FLOOD ZONE OR IS AFFECTED BY A LOMR.
8. PERIMETER STREETS, DRAINAGE CORRIDORS, SEWER CORRIDORS, PARKS, TRAILS, OPEN SPACES, AND SCHOOLS ARE TO BE PUBLIC.

RESTRICTIVE COVENANT NOTE

A DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND RESERVATION OF EASEMENTS SHALL BE ESTABLISHED AT A LATER DATE.

LEGEND

- CENTER LINE
- RIGHT OF WAY
- PROPERTY LINE
- LOT LINE
- EXISTING EDGE OF PAVEMENT
- PROPOSED EDGE OF PAVEMENT
- PROPOSED SEWER
- PROPOSED WATER
- 25 — LOT NUMBER

SETBACK REQUIREMENTS

FRONT YARD:	20'
SIDE YARD:	5'
SIDE YARD (CORNER):	15'
REAR YARD:	15'

SITE DATA

ZONING
EXISTING ZONING: RESIDENCE ESTATES DISTRICT (R-E)
PROPOSED ZONING: SINGLE FAMILY RESIDENTIAL (R1)
PROPOSED USE: SINGLE FAMILY RESIDENTIAL DISTRICT

LOTTING

NO. OF RESIDENTIAL LOTS	= 16
NO. OF COMMON LOTS (COMMON=RESIDENTIAL)	= 3 = 19

DENSITY

NO. OF LOTS	= 16
GROSS ACREAGE	= 5.09 AC
GROSS DENSITY	= 3.14 UNIT/AC

LOT SIZE

MAXIMUM LOT SIZE SF	= 18015 SF
MINIMUM LOT SIZE SF	= 6528 SF
AVERAGE LOT SIZE	= 9070 SF

OWNER

BARBIER ALEKSANDRA LIVING TRUST AND BARBIER ALEKSANDRA TRS
3188 BRAZOS STREET
LAS VEGAS, NV 89109

DEVELOPER

DR HORTON
1081 WHITNEY RANCH DR
HENDERSON, NV 89014
(702) 635-3600

PRJ 75024
01/30/19

GCW ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

UTILITY SERVICES

LAS VEGAS VALLEY WATER DISTRICT – WATER
CITY OF LAS VEGAS – SEWER
REPUBLIC SERVICES – DISPOSAL
NV ENERGY – POWER
SOUTHWEST GAS CORPORATION – GAS
CENTRAL TELEPHONE CO. DBA CENTURY LINK – TELEPHONE
COX COMMUNICATION – CABLE

DATE	DESCRIPTION	DATE	AGEN APP	DATE	GCW APP	DATE

PROJECT NO. 767-639
DESIGN:
DRAWN: LBL
CHECK:
PLOT DATE: 01-16-19
PLOT TIME: 16:46:43
F:\PROJECTS\700\767-639\DWG\TENTMAP\767639C_TM.DWG
KARIMAH LEE

DR HORTON
CENTENNIAL JENSEN 5
TENTATIVE MAP

DRAWING
TM
1 OF 2 SHTS

DR HORTON	DRAWING TM2
CENTENNIAL JENSEN 5	2 OF 2 SHTS
TENTATIVE MAP 2	

GCW ENGINEERS & SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

F:\PROJECTS\700\767-639\DWG\TENTMAP\MAP39C_TM.DWG
KARMAH LEE

PROJECT NO. 767-639
DESIGN: LBL
DRAWN: LBL
CHECK:
PLOT DATE: 01-16-19
PLOT TIME: 14:42:24

NO.	DATE	DESCRIPTION	DATE	AGEN APP	DATE	CGW APP

DATE:

PRJ-75024
01/30/19

SCALE: 20 0 20 40 FEET

TYPICAL SECTION
VERT.: 1" = 20'
HOR.: 1" = 20'

TYPICAL SECTION
VERT.: 1" = 20'
HOR.: 1" = 20'

TYPICAL SECTION
VERT.: 1" = 20'
HOR.: 1" = 20'

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Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 APR 23 A 11:15

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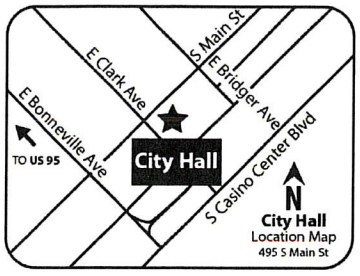

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

TMP-75223 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102008
BROADHEAD RANDY E & VIVIAN S
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 BRDGNP1 89149

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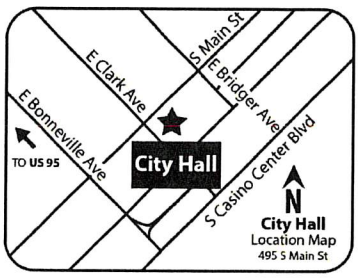

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TMP-75223 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102009
BROADHEAD IRREVOCABLE TRUST
BROADHEAD RANDY E TRS
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

Submitted after final agenda
Item 75

127 BRDGNP1 89149

City of Las Vegas
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Las Vegas, Nevada 89101

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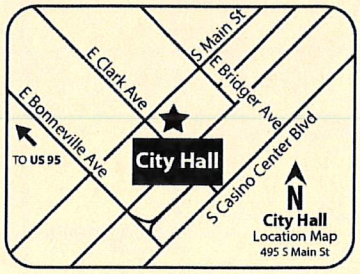
2019 APR 25 A 11:52



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

TMP-75223 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530102006
LUCHINGER LIVING TRUST
LUCHINGER FERDINAND & URSULA CO-
6325 N GRAND CANYON DR
LAS VEGAS NV 89149

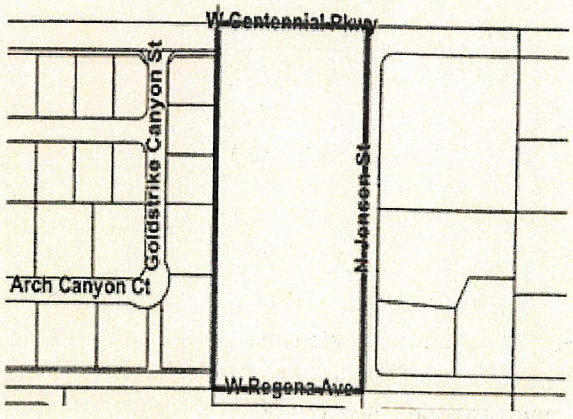
127 BRDGHP1 89149

Application Information

TMP-75223 - TENTATIVE MAP RELATED TO GPA-75219, ZON-75220, VAR-75221 AND VAC-75222 - CENTENNIAL JENSEN 5 - PUBLIC HEARING - APPLICANT: DR HORTON, INC. - OWNER: ALEKSANDRA BARBIER LIVING TRUST - For possible action on a request for a Tentative Map FOR AN 18-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION WITH WAIVERS TO ALLOW NO INTERIOR OR EXTERIOR STREETLIGHTS WHERE SUCH IS REQUIRED, DEFERRAL OF OFFSITE IMPROVEMENTS ON REGENA AVENUE AND JENSEN STREET AND A 184-FOOT EXTERNAL INTERSECTION OFFSET WHERE 220 FEET IS REQUIRED on 5.00 acres at the southwest corner of Centennial Parkway and Jensen Street (APN 125-30-101-006), R-E (Residence Estates) Zone [PROPOSED: R-1 (Single Family Residential)], Ward 6 (Fiore) [PRJ-75024]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

I oppose the building of 18 homes on this 5 acre property

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	May 1, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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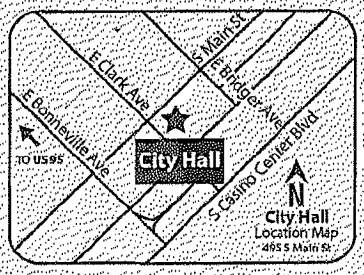

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

TMP-75223 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530210004
EATON BRIAN SPENCER & MARYANNE
6196 BEDFORD FALLS CIR
LAS VEGAS NV 89149-1430

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 APR 29 P 3:09

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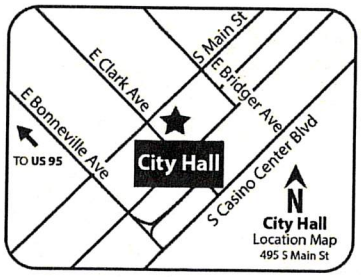

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

TMP-75223 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530111002
SCHOUTEN 1983 TRUST
SCHOUTEN MARILYN LEE & ALBERT TR
6370 GOLDSTRIKE CANYON ST
LAS VEGAS NV 89149

127 BRDGNP1 89149

Submitted after final agenda
Item 75

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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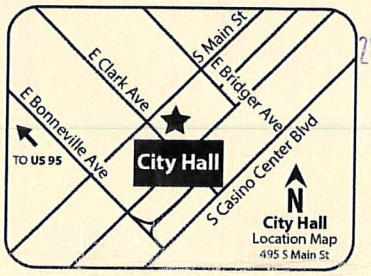

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Please use available blank space on card for your comments.

TMP-75223 [PRJ-75024]
City Council Meeting of **May 1, 2019**

PRJ-75024_1
12530111011
CHAPARIAN MARK
ROBERTS-CHAPARIAN LORA
9780 ARCH CANYON CT
LAS VEGAS NV 89149

127 BRDGHP1 89149

Application Information

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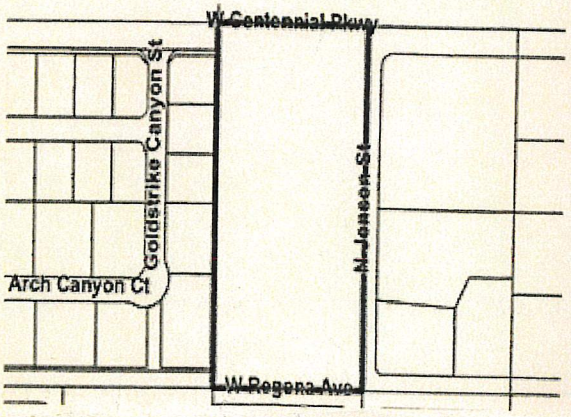
This exceeds prior Count/City agreement (10K Sq Ft lots Min) And DR Horton told us 16 was the #

Application Location



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NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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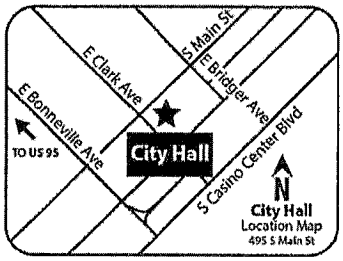

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If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
TMP-75223 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: TMP-75223
12530102009
BROADHEAD IRREVOCABLE TRUST
BROADHEAD RANDY E TRS
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 LRDFNP1 89149

21P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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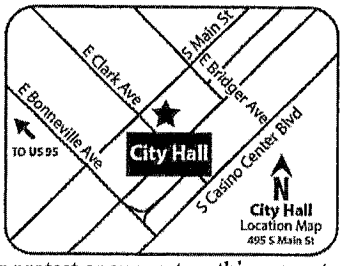

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TMP-75223 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: TMP-75223
12530102008
BROADHEAD RANDY E & VIVIAN S
6385 GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 LRDFMP1 89149

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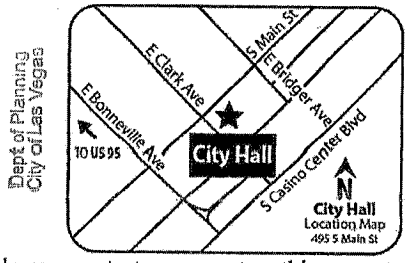

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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TMP-75223 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

There is an adopted plan and zoning in place. Do NOT deviate from what has already been adopted. Case-by-case is not planning. If changes or update is needed do it as an overall process, not piece meal.

Case: TMP-75223

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12530503002
FRANKS PAUL
CRANE-FRANKS ILEENE
6275 N PARK ST
LAS VEGAS NV 89149-2376

127 LRDFMF1 89149

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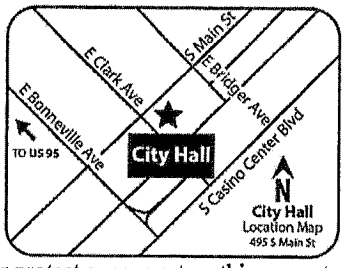

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City of Las Vegas

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TMP-75223 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: TMP-75223
12530102004
DI DIO JOHN & ANTONIA J
6335 N GRAND CANYON DR
LAS VEGAS NV 89149-1302

127 LRDFNP1 89145

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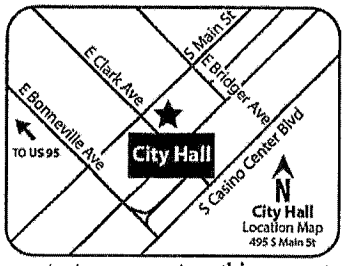

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Planning Commission Meeting of **1/22/2019**

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Case: TMP-75223
12530501002
ALLEN ANDY S & CHERYL LYNN
6375 N PARK ST
LAS VEGAS NV 89149

127 LRDFNP1 89149

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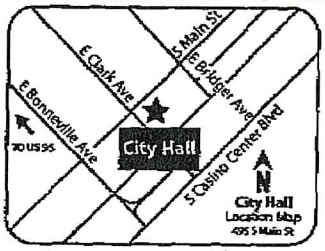

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TMP-75223 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: TMP-75223
12530111001
RUDICIL DARRIN W
6390 GOLDSTRIKE CANYON ST
LAS VEGAS NV 89149

127 LRDFNP1 89149

Submitted after Final Agenda

1 of P

PAGE 01/01

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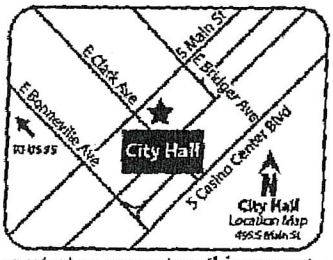

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TMP-75223 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: TMP-75223
12530101026
YOUNG FAMILY TRUST
YOUNG RICK W & MARIAN E TRS
9865 W REGENA AVE
LAS VEGAS NV 89149-1347

YOUNG

1 of 6P

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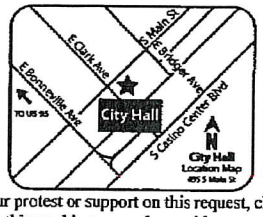

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Planning Commission Meeting of **1/22/2019**

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Case: TMP-75223
12530101044
KELLY FAMILY TRUST
KELLY RAE F & JANE E TRS
6215 N GRAND CANYON DR
LAS VEGAS NV 89149-1362

127 LRDFNP1 89149

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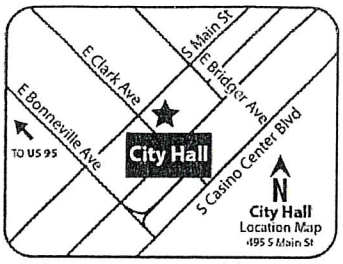

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City of Las Vegas

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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TMP-75223 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: TMP-75223
12530111019
SHAFFER RICHARD P JR & SHARON A
SHAFFER RICHARD P JR & SHARON A
9791 MOSAIC CANYON CT
LAS VEGAS NV 89149

127 LRDFNP1 89149

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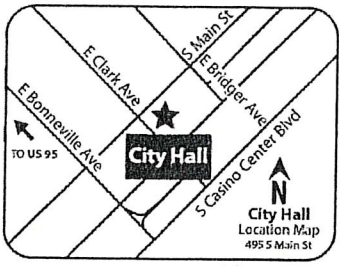

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City of Las Vegas

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TMP-75223 [PRJ-75024]
Planning Commission Meeting of **1/22/2019**

Case: TMP-75223
12530102006
LUCHINGER LIVING TRUST
LUCHINGER FERDINAND & URSULA CO-
6325 N GRAND CANYON DR
LAS VEGAS NV 89149

127 LRDFNP1 89145

16P

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
76

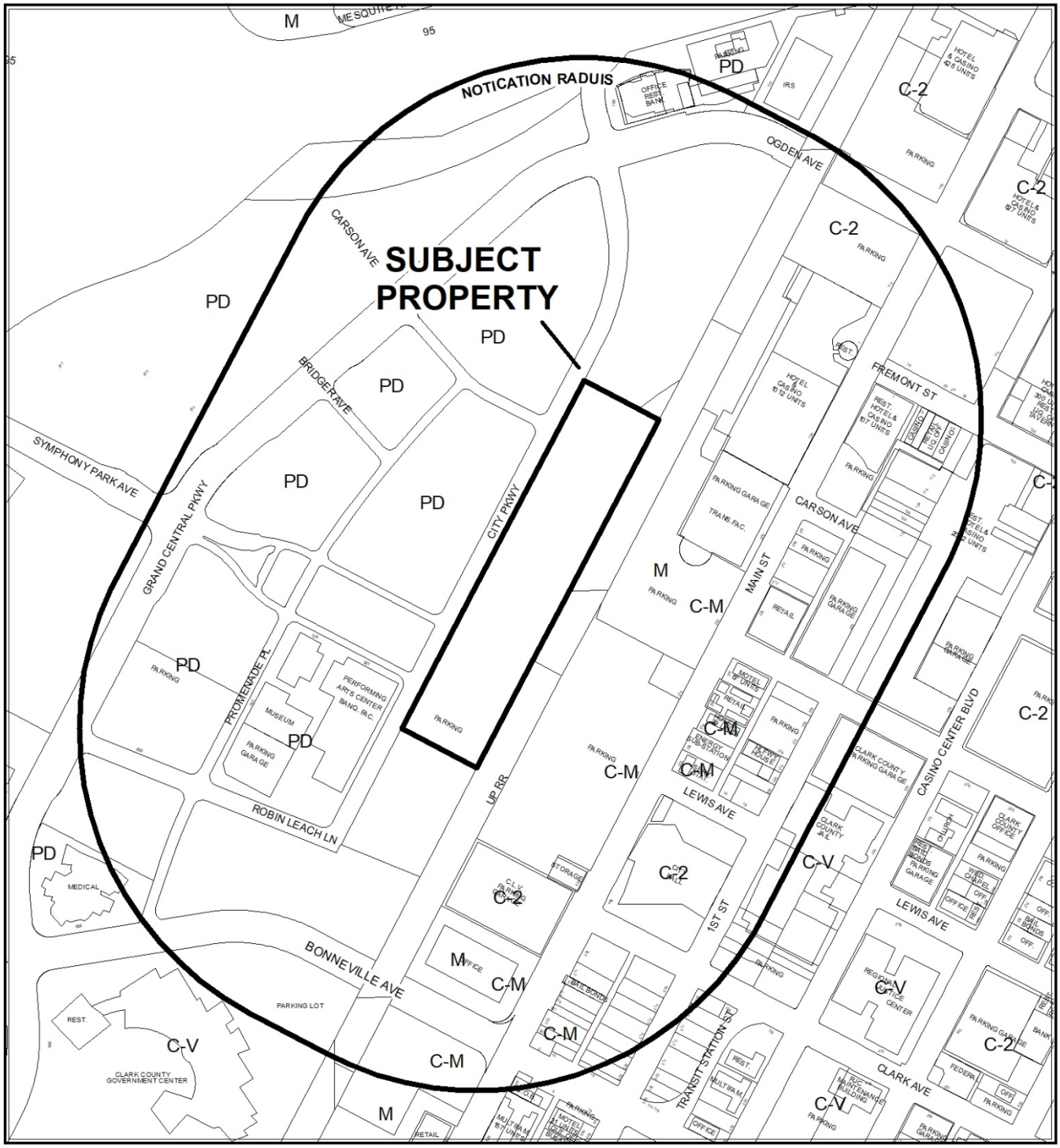
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
WVR-75946 - WAIVER - PUBLIC HEARING - APPLICANT: BRECKENRIDGE GROUP LAS VEGAS NEVADA, LLC - OWNER: CITY PARKWAY V, INC. - For possible action on a request for a Waiver of the SYMPHONY PARK DISTRICT DESIGN STANDARDS on 4.2 acres at the northeast corner of Symphony Park Avenue and City Parkway (APN 139-34-110-012), PD (Planned Development) Zone, Ward 5 (Crear) [PRJ-75929]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

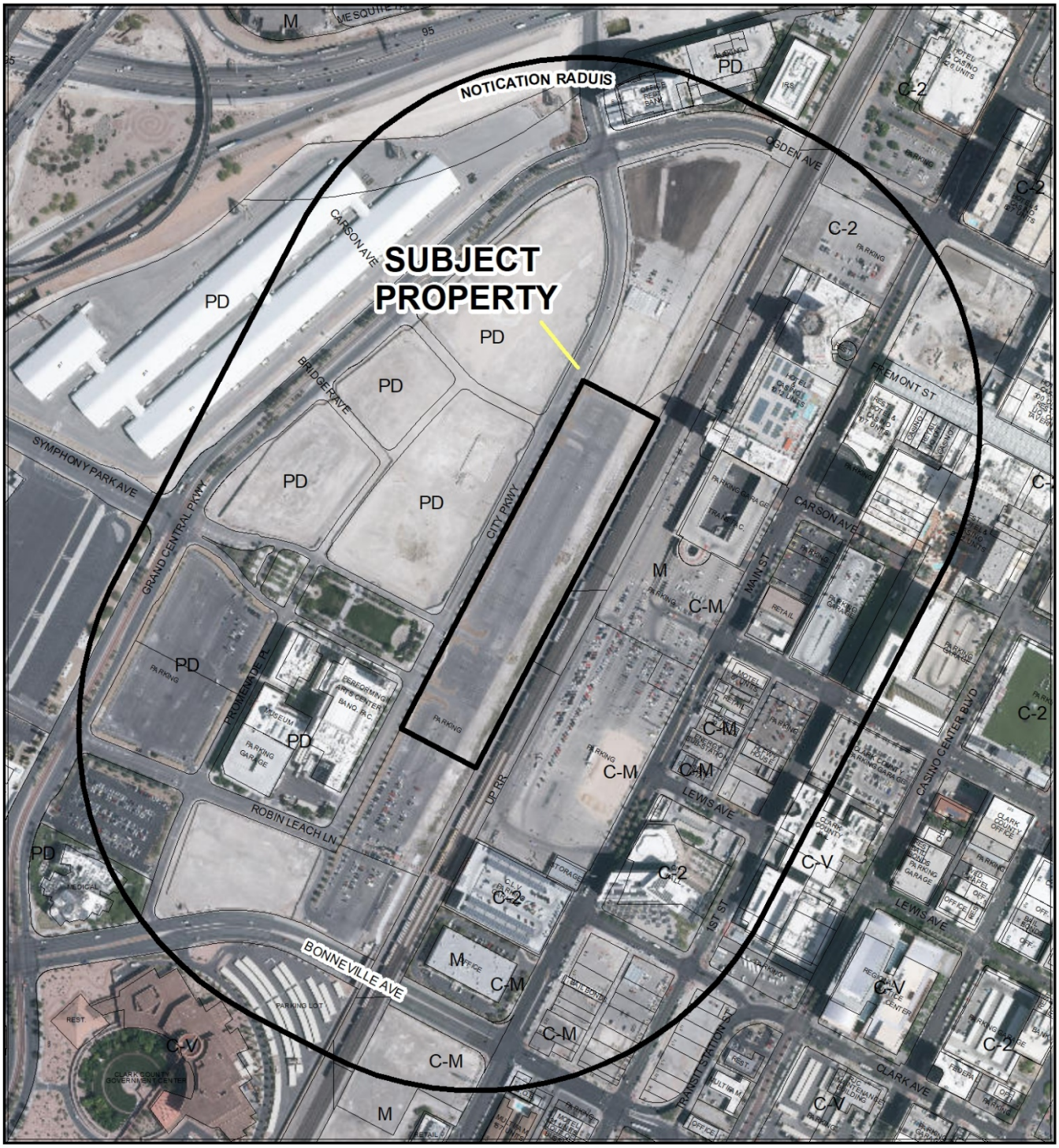
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Symphony Park Design Review Committee Approval Documentation



CASE: WVR-75946

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



CASE: WVR-75946

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: BRECKENRIDGE GROUP LAS VEGAS NEVADA, LLC - OWNER: CITY PARKWAY V, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
WVR-75946	Staff recommends APPROVAL	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 31

NOTICES MAILED 120 (By City Clerk)

PROTESTS 0

APPROVALS 0

FS

** STAFF REPORT **

PROJECT DESCRIPTION

The request is for a Waiver from Section 1.13.1 of the Symphony Park Design Standards to allow a building that is not LEED (Leadership in Energy and Environmental Design) certified where such is required.

ISSUES

- Section 1.13.1 of the Symphony Park Design Standards requires that buildings be designed to a level of sustainability that is LEED certified or greater.
- The proposed building's Heating, Ventilation, and Air Conditioning (HVAC) design exceeds the LEED standards in effect at the time the Symphony Park Design Standards were adopted 2006, and subsequently revised in 2010.
- Section 1.13.1 of the Symphony Park Design Standards requires a 10 percent improvement in proposed building performance when compared to American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 90.1-2004. The current design exceeds the ASHRAE standard by 20-25 percent.
- The Symphony Park Design Review Committee (SPDRC) recommended approval of the requested Waiver on 03/04/19. Staff concurs with the findings of the SPDRC and recommends approval of the Waiver request.

ANALYSIS

On 08/15/18, a 290-unit mixed-use development was approved by the City Council for Symphony Park Parcels N and O1. Section 1.13.1 of the Symphony Park Design Standards requires that projects within Symphony Park be designed to a level of sustainability that is LEED certified or greater. In late 2013, the U.S. Green Building Council (USGBC) revised the LEED certification requirements to include new, more restrictive HVAC design criteria.

As currently designed, the HVAC system proposed for the subject site exceeds the LEED standards in effect at the time the Symphony Park Design Standards were adopted 2006, and subsequently revised in 2010. Section 1.13.1 of the Symphony Park Design Standards also requires a 10 percent improvement in proposed building performance when compared to American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Standard 90.1-2004. An analysis done by the consulting engineer demonstrates that the current design exceeds ASHRAE standards by 20-25 percent.

FINDINGS (WVR-75946)

The new LEED HVAC requirements result in an undue hardship on the developer, and implementing the new energy performance measures required for LEED certification is impractical for this project. The HVAC design as proposed meets or exceeds both the LEED standards in effect at the time the Symphony Park Design Standards were adopted, as well as the ASHRAE Standard 90.1-2004 threshold identified in Section 1.13.1. Staff concurs with the findings of the SPDRC and recommends approval of the Waiver request.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
11/23/98	The City Council approved a Rezoning (Z-0100-97) from M (Industrial) to PD (Planned Development) on approximately 178 acres generally located along the east side of Interstate 15 between Charleston Boulevard and U.S. 95. Staff and the Planning Commission had recommended approval.
08/04/10	The City Council adopted the Symphony Park Design Standards and related design documents through Ordinance #6102.
08/30/11	Department of Planning staff approved a Minor Site Development Plan Review (SDR-42830) for a temporary parking lot on a portion of 14.62 acres at the northwest corner of Bonneville Avenue and the Union Pacific Railroad right-of-way.
07/03/18	The Symphony Park Design Review Committee (SPDRC) conditionally approved a Design Development Review and Block Plan for the proposed subject site development on Parcel N of Symphony Park.
08/15/18	The City Council approved a Special Use Permit (SUP-73535) to allow a 10,000 square-foot Tavern Limited. Staff and the Planning Commission had recommended approval.
08/15/18	The City Council approved a Special Use Permit (SUP-73537) to allow a Mixed-Use development with ground floor residential. Staff and the Planning Commission had recommended approval.
08/15/18	The City Council approved a Site Development Plan Review (SDR-73538) for a 290-unit mixed-use development. Staff and the Planning Commission had recommended approval.
03/26/19	The Planning Commission unanimously voted to recommend APRPOVAL on a request for a Waiver (WVR-75946) of the Symphony Park Design Standards.

Most Recent Change of Ownership	
04/29/04	A deed was recorded for a change in ownership.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
03/04/19	The subject site is currently developed with a temporary paved parking lot.

Details of Application Request	
Site Area	
Gross Acres	4.2

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Temporary Parking Lot	MXU (Mixed Use)	PD (Planned Development)
North	Undeveloped	MXU (Mixed Use)	PD (Planned Development)
South	Temporary Parking Lot	MXU (Mixed Use)	PD (Planned Development)
East	Union Pacific Railroad	Union Pacific Railroad	Union Pacific Railroad
West	Undeveloped	MXU (Mixed Use)	PD (Planned Development)

Master and Neighborhood Plan Areas	***Compliance***
Symphony Park	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District	Y
DC-O (Downtown Casino Overlay)	Y
PD (Planned Development) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) waiver

Project Address (Location) Symphony Park - Parcels N & O1

Project Name Symphony Park Aspen Heights **Proposed Use** Mixed use

Assessor's Parcel #(s) 139-34-110-012 **Ward #** 5

General Plan: Existing _____ Proposed X **Zoning:** Existing X Proposed _____

Additional Information waiver for SPDRC LEED certification guideline

Property Owner City Parkway V, Inc. Contact Jorge Cervantes

Address 495 S. Main Street City L.V State NV Zip 89101

E-mail KCRANE@LASVEGASNEVADA.GOV Phone _____

Applicant Breckenridge Group Las Vegas Nevada, LLC. Contact Patrick Brennan

Address 1301 S. Capital of Texas Hwy, Suite B201 City Austin State TX Zip 78746

E-mail pbrennan@ahpliving.com Phone 702.806.5733

Representative _____ Contact _____

Address _____ City _____ State _____ Zip _____

E-mail _____ Phone _____

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)** _____

Partner(s) _____

- 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 the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name JORGE CERVANTES

Subscribed and sworn before me

This 5th day of March, 20 19

Sara Garcia, Clark County, NV

Notary Public in and for said County and State

SARA GARCIA
Notary Public, State of Nevada
No. 97-2870-1
My Appt. Exp. Sep. 5, 2022

PRJ-75929
03/06/19

March 1, 2019

Michael Howe
City of Las Vegas
Planning Section Manager
Urban Design Coordinator
Department of Planning
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Dear Michael,

Please see the attached 2018 IECC Energy Model, Symphony Park – Parcels N & O1. As designed, you can see we exceed the 2018 IECC energy performance required by 18.2%. When comparing the 2018 IECC to SPDRC's Guidelines of ASHRAE Standard 90.1-2004, the 2018 IECC is more stringent relating to energy savings. The project currently outperforms the SPDRC's Guidelines of ASHRAE Standard 90.1-2004 by approximately 20%-25%.

As Green Building Education Services (GBES) has noted on their website, LEED v4 was released into the market five years ago and has since suffered significant decline in adoption. LEED v4 has only seen about 400 total building certifications since 2013. https://www.gbes.com/blog/use-leed-v4-1/

The LEED v4 lack of adoption is believed to be due to the following:

- The unknowns and lack of understanding of all new requirements;
- Prerequisites have become much more stringent and cost demanding;
- The lack of available Environmental Product Declarations (EPDs) from manufactures;
- Undue financial hardship to projects and excessive documentation.

The project meets the design intent of Symphony Park Design Standards, August 4, 2010, and exceeds the 10% improvement proposed building performance rating compared to the ASHRAE Standard 90.1 – 2004 as required.

Sincerely,

Aspen Heights Partners
Patrick Brennan

ATTACHMENTS:
Attachment A – 2018 IECC Energy Model, Symphony Park – Parcels N & O1

PRJ-73923
03/06/19

BLUM CONSULTING ENGINEERS, INC.

Ken Smith
Jeffrey Long
David Hang

Jake Musick
Christopher Rosol
Scott Swan

February 14, 2019
BCE Project No: 18-064

City of Las Vegas, Nevada

RE: Symphony Park Apartments – Energy Modeling for 2018 IECC Compliance
City of Las Vegas Permit Review

To Whom It May Concern:

An energy model complying with 2018 IECC Section C401.2.3 and C407 Total Building Performance has been performed to document the project's compliance with the 2018 IECC with City of Las Vegas amendments. In accordance with the Section C401.2.3, the "building annual energy cost shall be equal to or less than 85 percent of the standard reference design building."

As calculated, the proposed building annual energy cost is **81.8%** of the standard reference design building and complies with the 2018 IECC. Figure 1 below is a snapshot from the Building Simulation Report:

Component	[B000] Baseline Building ($)	Proposed Building ($)
Air System Fans	25,414	7,431
Cooling	45,397	48,470
Heating	955	2,119
Pumps	0	0
Heat Rejection Fans	0	0
HVAC Sub-Total	**71,767**	**58,020**
Lights	47,803	42,439
Electric Equipment	62,742	62,742
Misc. Electric	113,285	76,828
Misc. Fuel Use	19,036	17,406
Non-HVAC Sub-Total	**242,866**	**199,415**
Grand Total	**314,632**	**257,435**

Figure 1: Building annual energy cost summary information

PRJ-75929
03/06/19

8144 Walnut Hill Lane, Suite 200 / Dallas, Texas 75231-4316 / TEL (214) 373-8222 / FAX (214) 361-2667

Please let us know if you have any questions.

Sincerely,

Ken Smith

PRJ-75929
03/06/19

Table 1. Annual Costs

Component	[B000] Baseline Building ($)	Proposed Building ($)
Air System Fans	25,414	7,431
Cooling	45,397	48,470
Heating	955	2,119
Pumps	0	0
Heat Rejection Fans	0	0
HVAC Sub-Total	**71,767**	**58,020**
Lights	47,803	42,439
Electric Equipment	62,742	62,742
Misc. Electric	113,285	76,828
Misc. Fuel Use	19,036	17,406
Non-HVAC Sub-Total	**242,866**	**199,415**
Grand Total	**314,632**	**257,435**

In accordance with 2018 IECC Section C401.2.3, the "building annual energy cost shall be equal to or less than 85 percent of the standard reference design building." As calculated per Section C407, the proposed building annual energy cost is 81.8% of the standard reference design building and complies with the 2018 IECC.

Table 2. Annual Cost per Unit Floor Area

Component	[B000] Baseline Building ($/ft²)	Proposed Building ($/ft²)
Air System Fans	0.065	0.019
Cooling	0.116	0.124
Heating	0.002	0.005
Pumps	0.000	0.000
Heat Rejection Fans	0.000	0.000
HVAC Sub-Total	**0.184**	**0.149**
Lights	0.123	0.109
Electric Equipment	0.161	0.161
Misc. Electric	0.290	0.197
Misc. Fuel Use	0.049	0.045
Non-HVAC Sub-Total	**0.622**	**0.511**
Grand Total	**0.806**	**0.659**
Gross Floor Area (ft²)	390352.0	390352.0
Conditioned Floor Area (ft²)	289612.0	289612.0

Note: Values in this table are calculated using the Gross Floor Area.

In accordance with 2018 IECC Section C401.2.3, the "building annual energy cost shall be equal to or less than 85 percent of the standard reference design building." As calculated per Section C407, the proposed building annual energy cost is 82.8% of the standard reference design building and complies with the 2018 IECC.

PRJ-75929
03/06/19

Table 3. Component Cost as a Percentage of Total Cost

Component	[B000] Baseline Building (%)	Proposed Building (%)
Air System Fans	8.1	2.9
Cooling	14.4	18.8
Heating	0.3	0.8
Pumps	0.0	0.0
Heat Rejection Fans	0.0	0.0
HVAC Sub-Total	**22.8**	**22.5**
Lights	15.2	16.5
Electric Equipment	19.9	24.4
Misc. Electric	36.0	29.8
Misc. Fuel Use	6.1	6.8
Non-HVAC Sub-Total	**77.2**	**77.5**
Grand Total	**100.0**	**100.0**

PRJ-75929
03/06/19

Fred Solis

Subject: FW: [EXT] Aspen Heights LEED Waiver Request

From: Tracy Reich <treich@LasVegasNevada.GOV>
Sent: Monday, March 4, 2019 4:22 PM
To: Cristi Landrum <Cristi.Landrum@crtkl.com>; Fred Solis <fsolis@LasVegasNevada.GOV>; Michael Howe <mphowe@LasVegasNevada.GOV>
Cc: Patrick Brennan <pbrennan@ahpliving.com>
Subject: RE: [EXT] Aspen Heights LEED Waiver Request

Hi Fred and Mike,

Let this email serve as approval from the Symphony Park Design Review Committee for this request for a waiver of LEED certification. The approval is based on the current pre-requirements for LEED certification that are too restrictive and therefore cannot be met; however, the project currently exceeds the LEED standards set at the time the Design Standards were created and meets the current actual requirements for LEED certification.

Please let me know if you have any questions or need a more formal letter.

Tracy

Tracy Reich
Sr. Economic Development Specialist
Economic and Urban Development Department | Redevelopment Division
702-229-2083
495 S. Main St. | Sixth Floor | Las Vegas, NV 89101

lasvegasnevada.gov

PRJ-75929
03/06/19

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
77

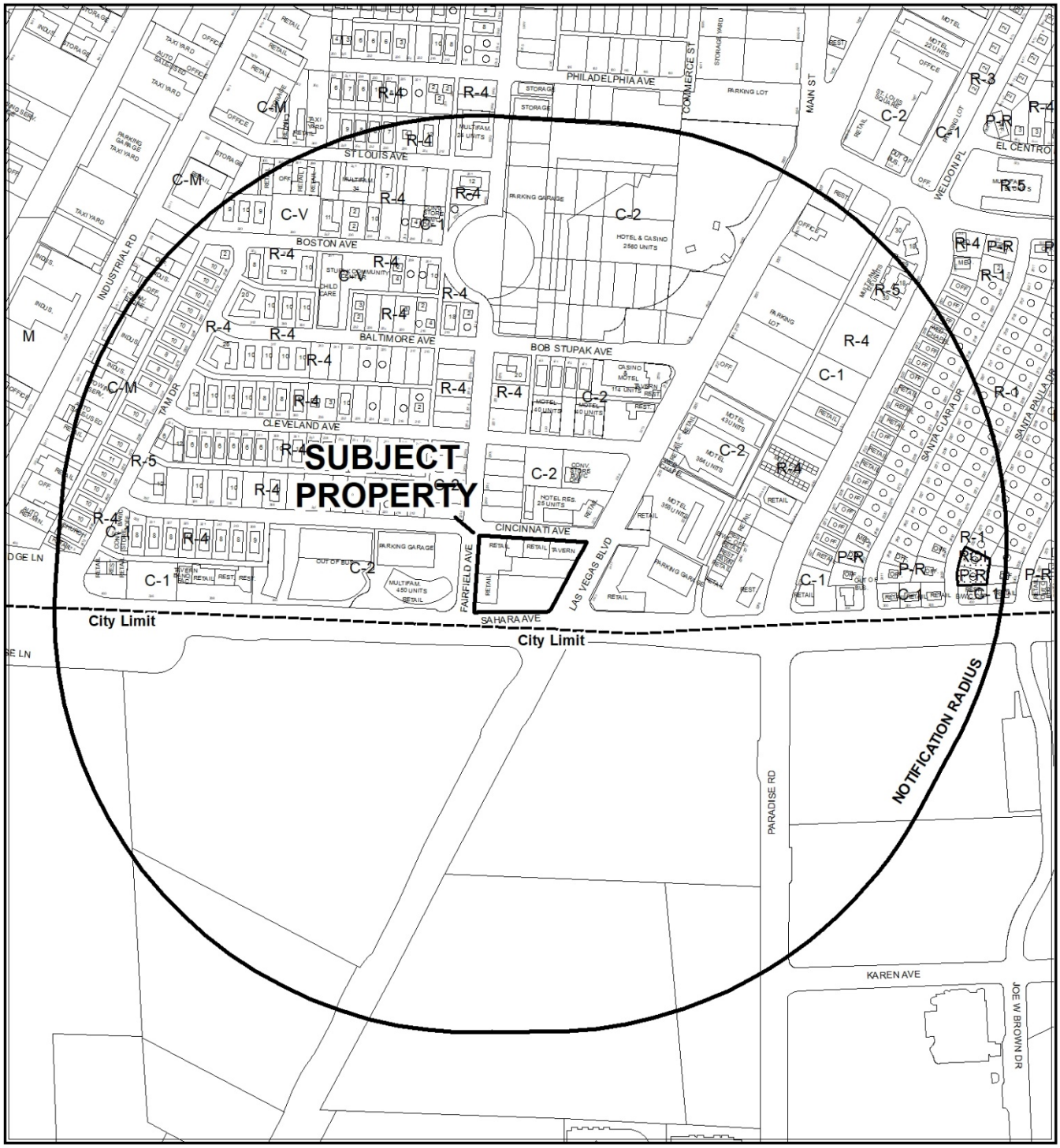
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-75722 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CWNEVADA - OWNER: L'CHAIM 24 FREMONT PROPERTIES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 3,600 SQUARE-FOOT MARIJUANA DISPENSARY USE in a portion of 2424 South Las Vegas Boulevard (APN 162-04-812-002), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75666]. The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	20	Planning Commission Mtg.	7
City Council Meeting	70	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest Postcards
7. Submitted after Final Agenda – Abeyance Request and Protest/Support Postcards
8. Backup Submitted at the March 26, 2019 Planning Commission Meeting



0 410 820 Feet

CASE: **SUP-75722 (PRJ-75666)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



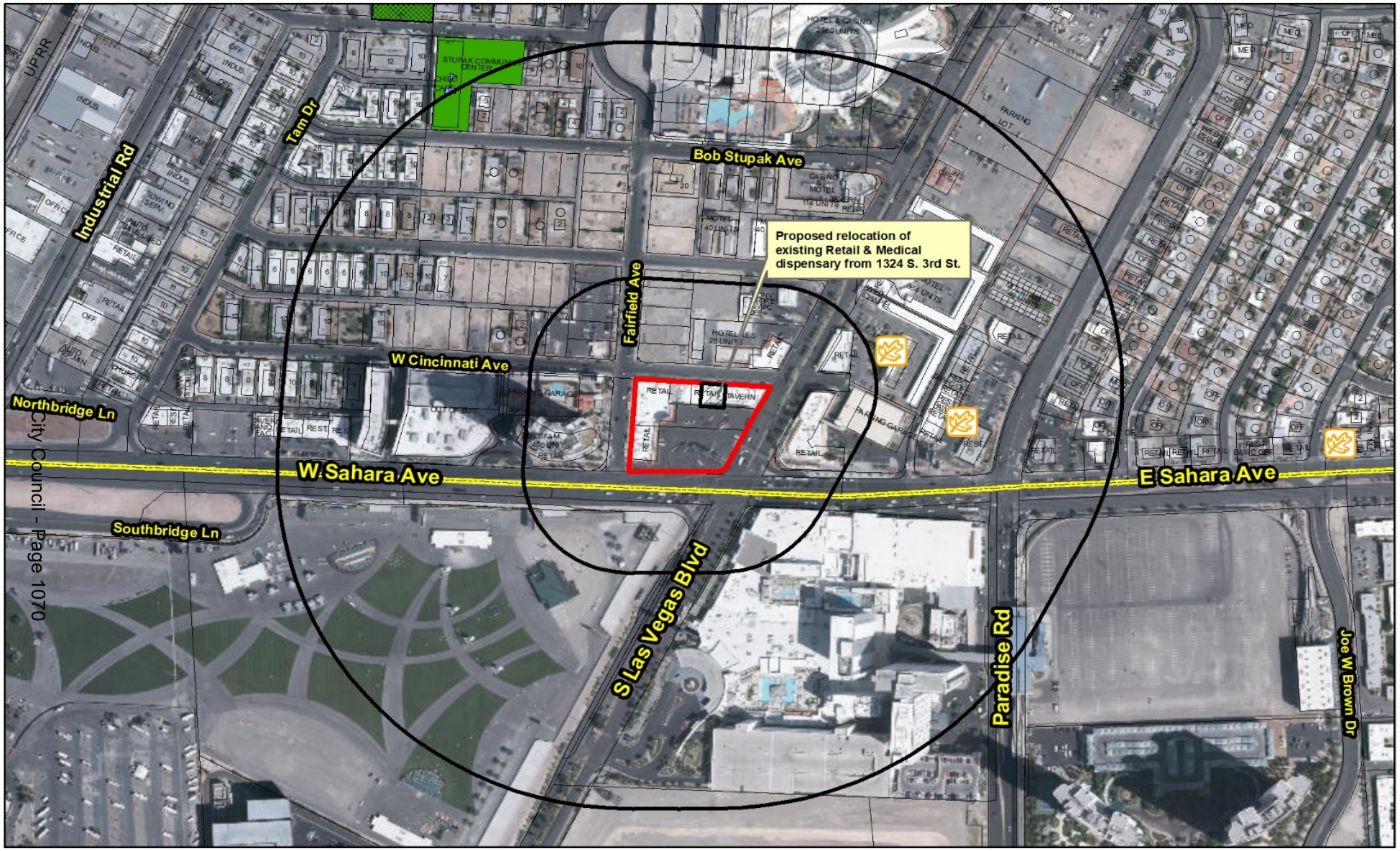
0 410 820 Feet

CASE: **SUP-75722 (PRJ-75666)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-75722 (PRJ-75666)

Marijuana Establishments

- Dispensaries
- Production Facilities
- Testing Laboratories
- Cultivation
- Retail Marijuana Store (Rec Sales)
- Product Manufacturing Facility (Rec Production)
- Marijuana Cultivation Facility (Rec Cultivation)
- Manufacturing Testing Facility (Rec Lab)

Protected Uses

- RELIGIOUS
- COMMUNITY CENTERS
- Private Schools
- Pools
- SCHOOLS
- Teen Dance Center
- 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: Tuesday, March 26, 2019

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: APPLICANT: CWNEVADA - OWNER: L'CHAIM 24 FREMONT PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-75722	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 2,427 (By City Clerk)

PROTESTS 20

APPROVALS 7

JAB

**** CONDITIONS ****

SUP-75722 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Marijuana Dispensary use.

2. 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 use be removed.

3. 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. Approval from the DDRC-ARC is required for proposed signage prior to submitting for sign permits.

5. All development shall be in conformance with the site plan and floor plan date stamped 02/04/19, except as amended by conditions herein. Any modification of the premises of a 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. 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, as well as submitted as part of any business license application.

8. The presence of minors on the premises of a 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.

9. 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.

10. Approval of this Special Use Permit does not constitute approval of a Marijuana Dispensary license.

11. A 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.

12. This business shall operate in conformance to Chapter 6.95 of the City of Las Vegas Municipal Code.

13. Conformance to all regulations pertaining to a Marijuana establishment found within Nevada Revised Statute (NRS) 453A and 453D, and Nevada Administrative Code (NAC) 453A and 453D.

14. 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.

15. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a proposed Marijuana Dispensary to be located in a portion of 2424 South Las Vegas Boulevard.

ISSUES

- The Marijuana Dispensary use is permitted within the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.

ANALYSIS

The Marijuana Dispensary use is defined by Title 19.12 as “an establishment which acquires, possesses, delivers, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials. This use includes a “medical marijuana dispensary,” as defined in NRS 453A.115 and a "retail marijuana store" as defined in NRS 453D.030.”

The Minimum Special Use Permit Requirements for this use include:

Requirement 1: Pursuant to its general authority to regulate the cultivation, production, dispensing, and sale of marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a marijuana dispensary and certain other uses that should be protected from the impacts associated with a marijuana dispensary. Therefore, except as otherwise provided below, no marijuana dispensary may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;
b. Church/house of worship;
c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);
d. Community recreational facility (public); or
e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

The proposed use meets this requirement, as there are no protected uses located within these minimum separation distances.

Requirement 2: The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed marijuana dispensary which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed marijuana dispensary. The distance shall be measured in a straight line without regard to intervening obstacles.

The proposed use meets this requirement, as this is the measurement method utilized in determining compliance with Requirement Number One.

Requirement 3: For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and
b. The "property line" of a marijuana dispensary refers to:
    i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or
    ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:
        A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;
        B. The proposed marijuana dispensary will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed marijuana dispensary will be located;
        C. All parking spaces required by this Section 19.12.070 for the marijuana dispensary use will be located on the same parcel as the use; and
        D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

The proposed use meets this requirement, as this is the measurement method utilized in determining compliance with Requirement Number One.

Requirement 4: When a retail marijuana store authorized pursuant to NRS Chapter 453D (the "Chapter 453D facility") is proposed to be located within a medical marijuana dispensary that is authorized pursuant to NRS Chapter 453A (the "Chapter 453A facility"), and the Chapter 453A facility has obtained special use permit approval as of July 1, 2017, the applicable distance separation requirements under Requirement 1 for the proposed Chapter 453D facility shall be those that were in effect at the time of special use permit approval for the Chapter 453A facility. A Chapter 453D facility that has received special use permit approval, either pursuant to a new special use permit or by means of a review of conditions under an existing special use permit, shall be deemed a conforming use for purposes of this Title.

The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 5: The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

The proposed use meets this requirement as this requirement will apply if approved.

Requirement 6: No outside storage shall be permitted, including the use of shipping containers for on-site storage.

No outside storage is indicated on the submitted site plan. The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 7: Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

The submitted floor plans show only one point of entry and exit for public access. The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 8: No drive-through facilities shall be permitted in conjunction with a marijuana dispensary.

No drive-through is indicated on the submitted site plan. The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 9: The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 10: A 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.

The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 11: No marijuana dispensary shall be located on any property which abuts Fremont Street west of 8th Street.

The proposed use meets this requirement, as the subject site does not abut Fremont Street.

Requirement 12: No accessory uses are permitted in association with a marijuana dispensary unless such a use relates to providing education regarding the use of marijuana.

The applicant proposes no accessory uses at this site. The proposed use meets this requirement, as this requirement will apply if approved.

The proposed use will be located in an existing, single-story, 35,429 square-foot shopping center. The 3,600 square-foot Marijuana Dispensary will be created in the northern arm of the structure by incorporating demising walls to separate itself from tenants on either side. The proposed use is located between four frontages—Las Vegas Boulevard, Sahara Avenue, Fairfield Avenue, and Cincinnati Avenue. The shopping center contains multiple retail business with individual addresses. The creation of this new space for a Marijuana Dispensary will not affect the square-footage of the Package Liquor Off-Sale Establishment use located within the existing legal, nonconforming shopping center.

The subject site is located in Area 1 of the Downtown Las Vegas Overlay (Gateway District). The intent of Area 1 is to achieve a compact, vibrant, urban environment, with a focus on higher density mixed-use development around transit hubs and activity nodes. Consequently, as outlined in Title 19, Appendix F, Table 11, there are no additional parking requirements for a change of land use in Area 1. The current shopping center is a legal nonconforming commercial site that was originally constructed with 113 parking spaces. For comparison, a shopping center approved with current development standards outside the Downtown Overlay area would require 140 spaces.

The site is located along the Scenic Byway, which was designated in 2004 to protect and enhance the nighttime scenic qualities of Las Vegas Boulevard between Sahara Avenue and Washington Avenue. As a result, all proposed signage is required to comply with the

Scenic Byway Corridor Management Plan and be approved by the Downtown Design Review Committee (DDRC). The current proposal does not include signage. When the applicant applies for a building permit to create the suite for the Marijuana Dispensary, the City will issue an appropriate address for this new commercial suite. The proposed Marijuana Dispensary use will not reduce the square-footage of the package liquor establishment at 2400 Las Vegas Boulevard.

Also, the subject site is currently served by LVVWD for both fire and domestic service and does not have the backflow prevention required for this use per NAC 445A.67195. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing, fire flow availability and backflow retrofit. To comply with LVVWD Service Rules, executed CC&Rs or REA regarding the shared water system between parcels will be required for civil plan approval.

There are no protected uses within the required distance separations for the proposed Marijuana Dispensary. The use achieves the vision of the Gateway District that ground floor and civic spaces attract more population to the area and stabilize the neighborhood. For these reasons, the proposed use is deemed compatible with the surrounding uses; therefore, staff recommends approval with conditions.

FINDINGS (SUP-75722)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is located in a small retail center in Area 1 of the Downtown Las Vegas Overlay where new land uses are not subject to the automatic application of parking requirements. Nevertheless there are 113 parking spaces where 140 spaces are normally required. It's a commercial center on the corner of two primary arterials that was designed to accommodate a variety of uses including the proposed Marijuana Dispensary.

JAB

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 Marijuana Dispensary can be accessed from Las Vegas Boulevard and Sahara Avenue, both Primary Arterials, as defined by the Master Plan of Streets and Highways, and are adequate in size to meet the requirements of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed Marijuana Dispensary use will be subject to regular inspections by multiple governmental agencies to ensure compliance 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 Marijuana Dispensary use meets all distance separation requirements per Title 19.12. Conditions of approval will ensure conformance with all other minimum requirements for this use.

The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan. As such, staff recommends approval of the proposed use with standard conditions. If denied, no Marijuana Dispensary would be permitted to be established at this site.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
10/07/15	A Conditional Use Verification (CUV-61575) was approved for open air vending at 2400 South Las Vegas Boulevard.
04/17/17	A Conditional Use Verification (CUV-70006) was approved for open air vending at 2400 South Las Vegas Boulevard.
04/30/18	A Conditional Use Verification (CUV-73320) was approved for open air vending at 2400 South Las Vegas Boulevard.
03/26/19	The Planning Commission voted (4-0-2) to recommend APPROVAL on a request for a Special Sue Permit (SUP-75722) FOR A PROPOSED 3,600 SQUARE-FOOT MARIJUANA DISPENSARY USE in a portion of 2424 South Las Vegas Boulevard (APN 162-04-812-002), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75666].

Most Recent Change of Ownership	
10/21/16	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/21/15	A business license (P63-00449) was issued for package liquor at 2400 South Las Vegas Boulevard. The license expired on 04/01/16.
	A business license (G63-08876) was issued for a tobacco dealer at 2400 South Las Vegas Boulevard. The license is active as of 03/06/19.
	A business license (G63-08877) was issued for general retail at 2400 South Las Vegas Boulevard. The license is active as of 03/06/19.

Pre-Application Meeting	
01/28/19	Staff conducted a pre-application meeting to discuss the submittal requirements for a Special Use Permit and the special requirements for a marijuana dispensary.

Neighborhood Meeting
A neighborhood meeting was not required or held.

Field Check	
02/07/19	Staff observed the subject site during a routine field check. Nothing of concern was noted by staff. The structure is currently occupied by a retail tenant.

Details of Application Request	
Site Area	
Net Acres	1.10

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	C (Commercial)	C-2 (General Commercial)
North	Tattoo Parlor/Body Piercing Studio	C (Commercial)	C-2 (General Commercial)
South	Clark County Special Events Ground	Clark County CT (Commercial Tourist)	Clark County H-1 (Limited Resort & Apartment)
East	Retail, Other Than Listed Tavern-Limited Establishment	C (Commercial)	C-2 (General Commercial)
West	Multi-Family Residential Retail, Other Than Listed Beer/Wine/Cooer Off-Sale Establishment	C (Commercial)	C-2 (General Commercial)

Master and Neighborhood Plan Areas	***Compliance***
Downtown Master Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 175 Feet	Y
DTLV-O (Downtown Las Vegas Overlay) District – Area 1 (Gateway District)	Y
DE-O (Downtown Entertainment Overlay) District	Y
G-O (Gaming Enterprise Overlay) District	Y
SB-O (Las Vegas Boulevard Scenic Byway Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area 1	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	Y

JAB

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sahara Ave	Primary Arterial	Master Plan of Streets and Highways	100	Y
Las Vegas Blvd	Primary Arterial	Master Plan of Streets and Highways	120	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement - Downtown							
Use	***Gross Floor Area or # of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	35,429 SF	1:250	140				
TOTAL SPACES REQUIRED			140		113		N*
Regular & Handicap Spaces Required			135	5	109	4	N*
Loading Spaces			3		0		N**

* Projects located within the Downtown Las Vegas Overlay - Area 1 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.
** This is a legal non-conforming commercial subdivision.

JAB

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Special Use Permit for Dispensary

Project Address (Location) 2400 Las Vegas Blvd. So.

Project Name Canopi **Proposed Use** Dispensary

Assessor's Parcel #(s) 162-04-812-002 & 003 **Ward #** 3 - Coffin

General Plan: Existing C Proposed n/a **Zoning:** Existing C-2 Proposed n/a

Additional Information

Property Owner L'Chaim 24 Fremont Property, LLC **Contact** n/a
Address 6130 W. Flamingo Road #402 City Las Vegas State NV Zip 89103
E-mail n/a Phone n/a

Applicant CWNV1, LLC **Contact** Brian Padgett
Address 611 S. 6th Street, 2nd Floor City Las Vegas State NV Zip 89101
E-mail brian@briancpadgett.com Phone 702-304-0123

Representative Keampfer Crowell **Contact** Chris Kaempfer
Address 1980 Festival Plaza Drive, Suite 650 City Las Vegas State NV Zip 89135
E-mail jjl@kcnvlaw.com Phone 702-792-7000

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)** _____

Partner(s) _____

- 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 the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name HAIM GABAY

Subscribed and sworn before me
This 23rd day of January, 20 2019

Notary Public in and for said County and State

RUTH RAMOS-AYALA
Notary Public, State of Nevada
Appointment No. 16-3147-1
My Appt. Expires May 29, 2020

PRJ-75666
02/04/19

SEPARATION DISTANCE SURVEY
MARIJUANA DISPENSARY
2400 S. LAS VEGAS BOULEVARD

GRAPHIC SCALE

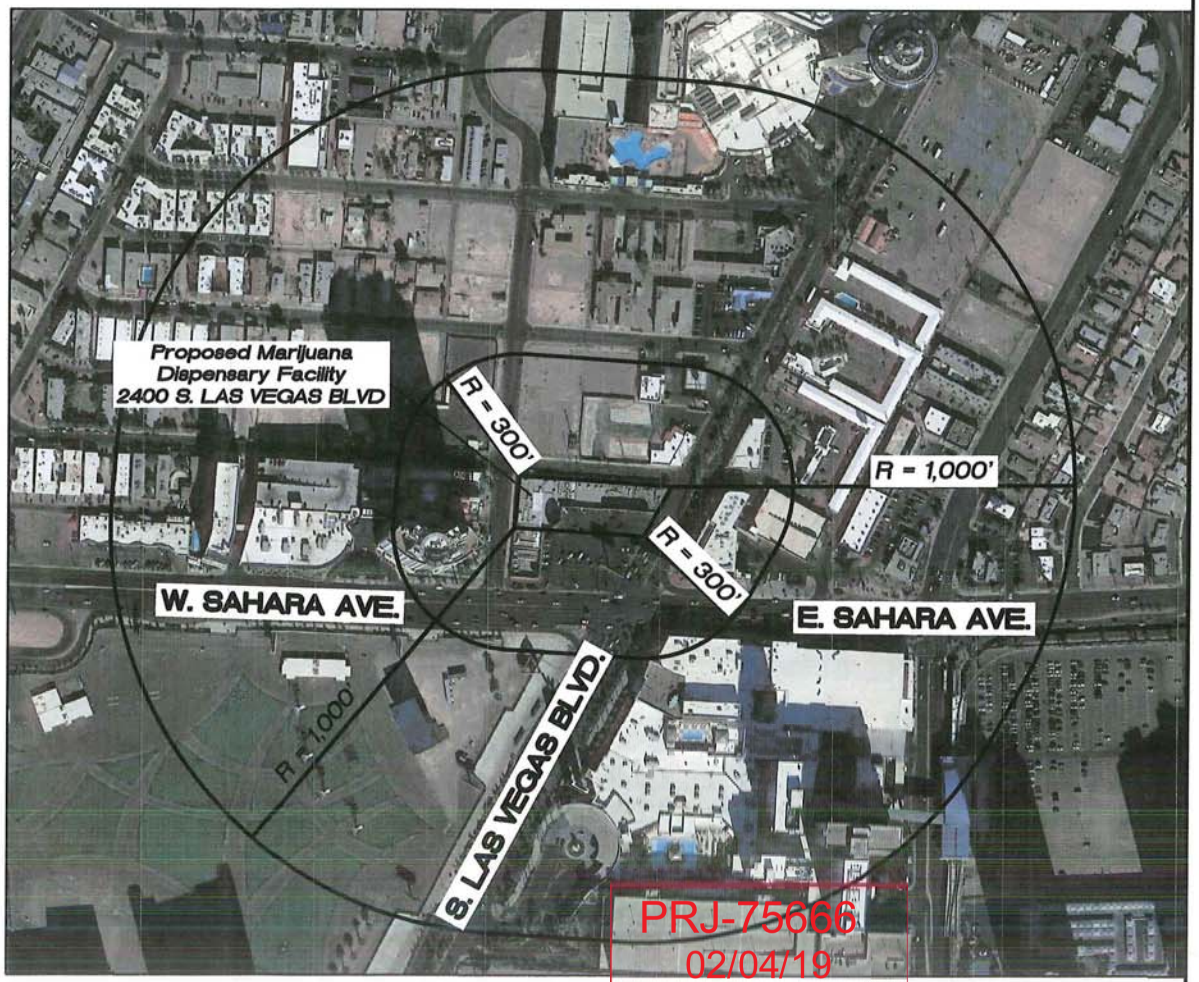
300 0 150 300

(IN FEET)
1 inch = 300 ft.



1/14/2019

Michael L Holton
Professional Land Surveyor
Nevada Certificate No. 13663
Expires: 06/30/2019



Separation Distance Survey for a Marijuana Dispensary. 2400 S. LAS VEGAS BOULEVARD

- Scale: 1" = 300'
- Current zoning classification: C-2 (General Commercial)
- Radius of Circle Shown = 1,000, AND 300 FEET.
- Center of radii are exterior property corners of the Proposed Establishment.

Pursuant to City of Las Vegas development code title 19, chapter 12, section 070 and NRS 453A AND 453D.

THERE ARE NO SCHOOLS LOCATED WITHIN 1,000' OF THE PROPOSED FACILITY.

THERE ARE NO INDIVIDUAL CARE CENTERS LICENSED FOR MORE THAN 12 CHILDREN, COMMUNITY RECREATIONAL FACILITIES (PUBLIC), CITY PARKS, OR CHURCHES/HOUSES OF WORSHIP LOCATED WITHIN 300' OF THE PROPOSED FACILITY.

PRJ-75666
02/04/19

HLS SURVEYING
800 N. Rainbow Blvd. #144
Las Vegas, Nevada 89107
(702) 415-8337

DATE	01/14/19
DRAWN	MLH
SURVEYED	MLH
CHECKED	MLH

SHEET NO. 1/1

SPECIAL USE PERMIT PACKAGE

FOR

BONANZA DISPENSERY

2400 SOUTH LAS VEGAS BLVD. LAS VEGAS, NV 89104

LEGAL DESCRIPTION

MEADOWS ADD RESUB BLK 1&9
PLAT BOOK 3 PAGE 40
PT BLOCK 1

PROJECT DATA

LOCATION: BONANZA DISPENSERY
2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

OWNER: BONANZA DISPENSERY

CODE ANALYSIS

1. CODE YEAR/TYPE:EXISTING BUILDING: APN: 162-04-812-002
2012 INTERNATIONAL BUILDING CODE (IBC) WITH LOCAL AMENDMENTS
2012 INTERNATIONAL FIRE CODE WITH LOCAL AMENDMENTS
2012 UNIFORM MECHANICAL CODE WITH LOCAL AMENDMENTS
2012 UNIFORM PLUMBING CODE WITH LOCAL AMENDMENTS
2011 NATIONAL ELECTRICAL CODE WITH LOCAL AMENDMENTS
2009 INTERNATIONAL ENERGY CONSERVATION CODE WITH LOCAL AMENDMENTS
2009 ICC ANSI A117.1 ACCESSIBLE AND USEABLE BUILDING AND FACILITIES
2. OCCUPANCY CLASSIFICATION (IBC CHAPTER 3): MERCANTILE
3. TYPE OF CONSTRUCTION: (IBC CHAPTER 6): V-B
4. FIRE SPRINKLERS (IBC 903, 903.3.3): YES NFPA 13
5. FIRE ALARMS (IBC 907)
6. HEIGHT (IBC 503-507& TABLE 503) – ACTUAL: 16'-0" ALLOWABLE: 40'-0"
7. STORIES (IBC 504.2 & TABLE 503) – ACTUAL: 1 ALLOWABLE: 1
8. AREA: (IBC 503-507 & TABLE 503) –ALLOWABLE 9,000 SQ FT. WITH INCREASE TO 36,000 FOR SPRINKLER SYSTEM PER IBC 506.3

BUILDING SIZE: 35,429 SQ. FT.
ACTUAL TOTAL: 35,429 SQ. FT.

9. OCCUPANT LOAD (IBC 1004, & TABLE 1004.1.2):
10. NUMBER OF EXITS (IBC 1015.1, 1021 & TABLES 1015.1,1021.1,1021.2)
11. FIRE-RESISTANCE RATING REQUIREMENTS (TABLE 601) PRIMARY STRUCTURAL FRAME
0 HR BEARING WALLS: INTERIOR
0 HR BEARING WALLS: EXTERIOR
0 HR NON-BEARING WALLS AND PARTITIONS: INTERIOR
0 HR FLOOR CONSTRUCTION AND SECONDARY MEMBERS
0 HR ROOF CONSTRUCTION AHND SECONDARY MEMBERS
12. PROTECTION OF OPENINGS DUE TO LOCATION ON PROPERTY AND MAXIMUM AREA OF EXTERIOR WALL OPENINGS. – (IBC 705.8 & TABLE 705.8) N/A
13. SPACES REQUIRING FIRE-RESISTANCE-RATED SEPARATION (IBFC 420,508,706,707,708,709,712) – N/A
14. NON-SEPARATED USES WITH REQUIRED CALCULATIONS – N/A
15. ROOF COVERING MATERIAL CLASS – CLASS 1

CODE COMPLIANCE: IBC 2012
TYPE OF CONSTRUCTION: V-B
FIRE SPRINKLERS: FULLY SPRINKLERED
LEVELS: 1
PROJECT LEVEL: 1
TYPE OF OCCUPANCY: M

LOBBY OCCUPANT LOAD
500 S.F. / 30 OCCUPANT LOAD = 17 OCCUPANTS
DISPENSERY SALES FLOOR OCCUPANT LOAD
1,200 S.F. / 30 OCCUPANT LOAD = 40 OCCUPANTS
STORAGE / VAULT OCCUPANT LOAD
620 S.F. / 300 OCCUPANT LOAD = 3 OCCUPANTS
OFFICE OCCUPANT LOAD
1,280 S.F. / 100 OCCUPANT LOAD = 13 OCCUPANTS
3,600 S.F. TOTAL FIRST FLOOR OCCUPANT LOAD = 73 OCCUPANTS

NUMBER OF EXITS
REQUIRED EXITS = 2
PROVIDED EXITS = 4
PLUMBING LOAD
TOTAL OCCUPANT LOAD: 73 OCCUPANTS =
PROVIDE 1 FIXTURE PER 25 FOR FIRST 50, 1 PER 50 FOR THE REMAINDER
REQUIRED: 3 TOILET FIXTURES AND 3 SINKS
PROVIDED: 3 TOILET FIXTURES AND 3 SINKS

NOTE:
PROJECT SHALL COMPLY WITH THE 2012 UPC, 2012 UMC, 2011 NEC, 2012 IECC, 2009 ICC A/17.1, AND THE SOUTHERN NEVADA CODE AMENDMENTS

SYMBOL LEGEND

FLOOR PLAN — DRAWING TITLE
SCALE: 1/8" = 1'-0" — DRAWING SCALE
1 / A0.01 TITLE — DETAIL TITLE
SCALE: SCALE — DETAIL SCALE
1 / A0.01 — WALL SECTION MARK
1 / A0.01 — SECTION DETAIL MARK
NUMBER — ELEVATION KEYS
0'-0" FF ELEV — ELEVATION MARK
1 TOP BOTTOM — DOOR NUMBER
ROOM NUMBER

SHEET INDEX

SHEET NUMBER	SHEET TITLE	DATE: 1.12.2019
ARCHITECTURAL		
A0.01	COVER AND INFORMATION SHEET	●
A1.01	SITE PLAN	●
A2.01	OVERALL FIRST FLOOR PLAN	●
A3.01	ELEVATIONS / PHOTOS	●

PARKING ANALYSIS

PARKING REMAINS THE SAME
OCCUPANCY OR SIZE DOES NOT CHANGE
NO ADDITION PARKING REQUIRED

PARKING SPACES PROVIDED: 113 SPACES
H/C ACCESSIBLE SPACES PROVIDED: 4 SPACES

BUILDING CONSTRUCTION

1. ALL WORK, MATERIALS, METHODS ETC. SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
2. MATERIALS TO BE USED SHALL BE OF FIRST QUALITY, ALL WORK SHALL BE PERFORMED BY SKILLED TRADES IN A WORKMANLIKE MANNER.
3. CLEAN, PATCH & REPAIR ALL SURFACES DAMAGED BY DEMOLITION OR ALTERATION OF WORK AS REQUIRED, INCLUDING EXISTING FIRE-RATED ASSEMBLIES.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND PROVIDING ALL BUILDING MATERIALS & FINISHES NOT SPECIFICALLY ADDRESSED IN THESE PLANS.

DESCRIPTION

PROJECT: BONANZA DISPENSERY
2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

PROJECT TYPE: REMODEL

BUILDING OWNER: BONANZA DISPENSERY

APN: 162-04-812-002

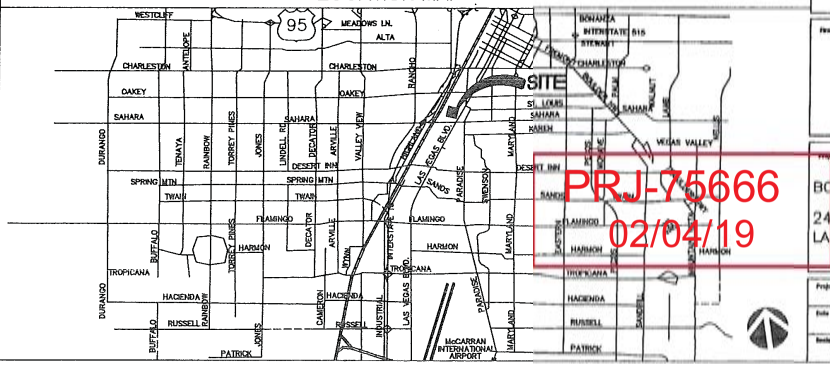
AREA OF IMPROVEMENT: 3,600 SQ. FT.

SCOPE OF WORK

SCOPE OF WORK: REMODEL EXISTING RETAIL AREA INTO A DISPENSERY FOR MEDICAL MARIJUANA.

THERE WILL BE A DISPENSERY IN THE FRONT PUBLIC AREA WITH RESTROOMS. THERE WILL BE STORAGE, A SAFE, AND BOH ITEMS IN THE REAR.

LOCATION MAP



PRJ-75666
02/04/19

No.	Revision/Issue	Date

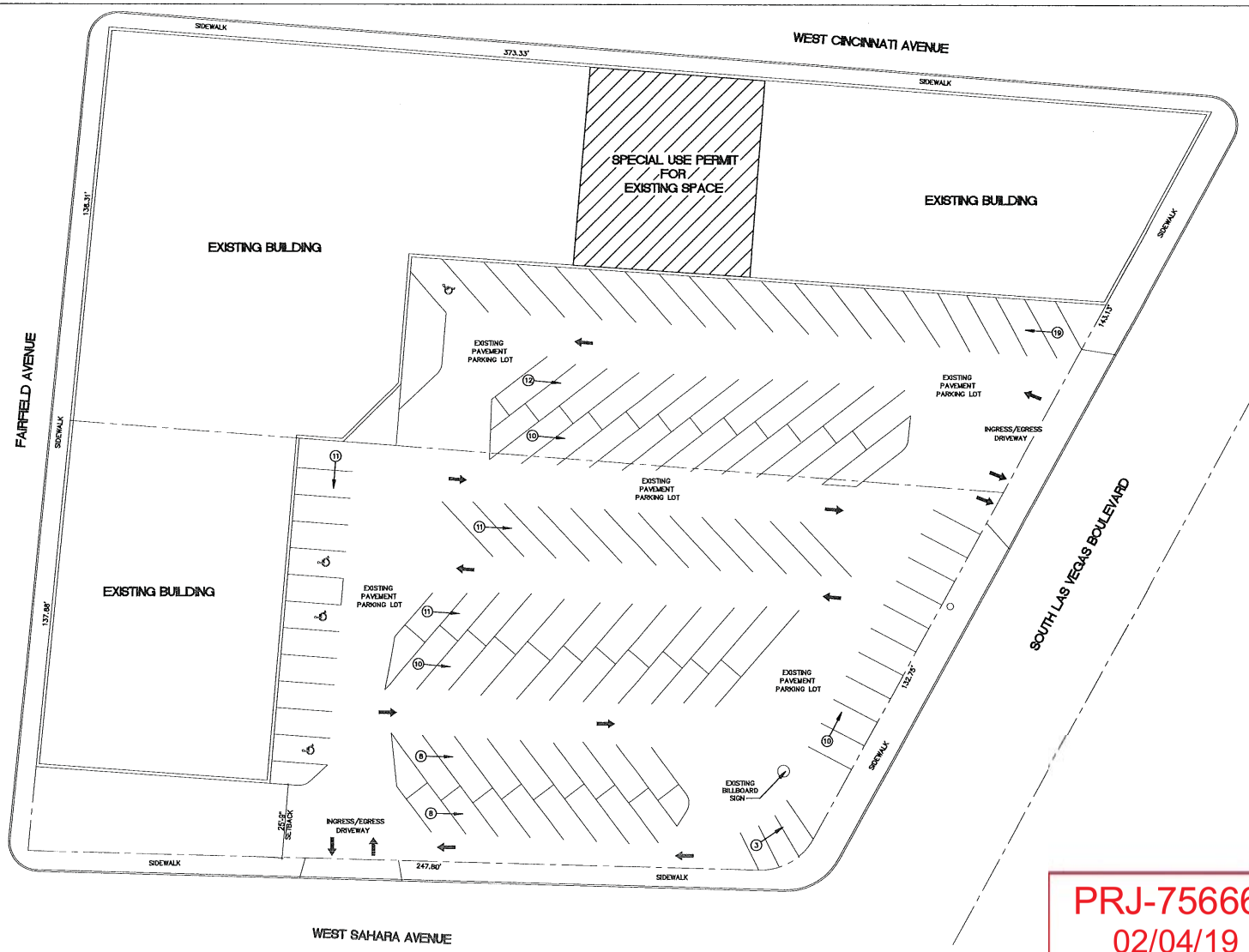
Firm Name and Address

Project Name and Address

BONANZA DISPENSERY
2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

Project	2019-01
Date	1-12-2019
Scale	AS NOTED
Sheet	A0.01

City Council - Page 1085



PARKING SPACES PROVIDED: 113 SPACES

H/C ACCESSIBLE SPACES PROVIDED: 4 SPACES

1.10 ACRES 40% LOT COVERAGE

1 A1.01 SITE PLAN

SCALE: 1/16"=1'-0"

NORTH

PRJ-75666
02/04/19

No.	Revision/Issue	Date

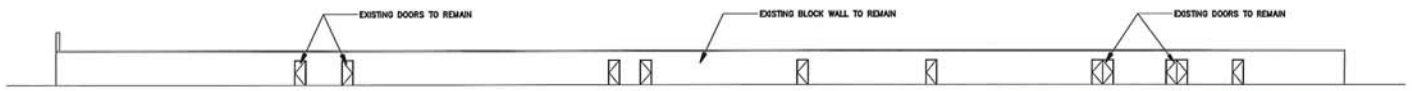
Firm Name and Address

Project Name and Address

BONANZA DISPENSERY

2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

Project 2019-01	Sheet A1.01
Date 1-12-2019	
Scale AS NOTED	



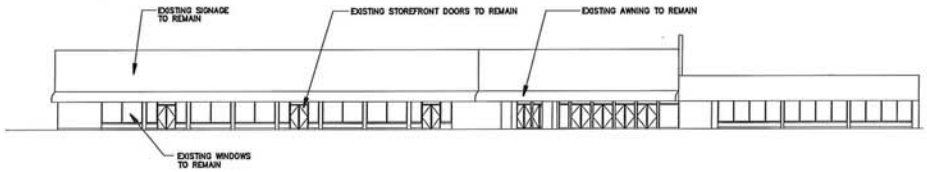
4 A3.01 **EXISTING NORTH SIDE ELEVATION**

SCALE: 1/16"=1'-0"



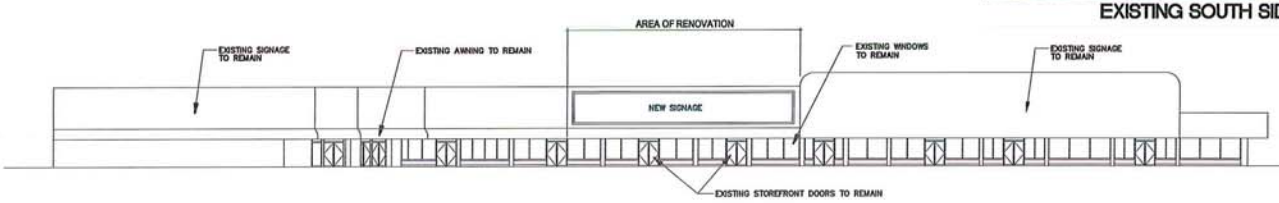
3 A3.01 **EXISTING WEST SIDE ELEVATION**

SCALE: 1/16"=1'-0"



2 A3.01 **EXISTING EAST SIDE ELEVATION**

SCALE: 1/16"=1'-0"



1 A3.01 **EXISTING SOUTH SIDE ELEVATION**

SCALE: 1/16"=1'-0"



EXISTING EAST SIDE ELEVATION



EXISTING SOUTH SIDE ELEVATION

No.	Revision/Issue	Date

Firm Name and Address

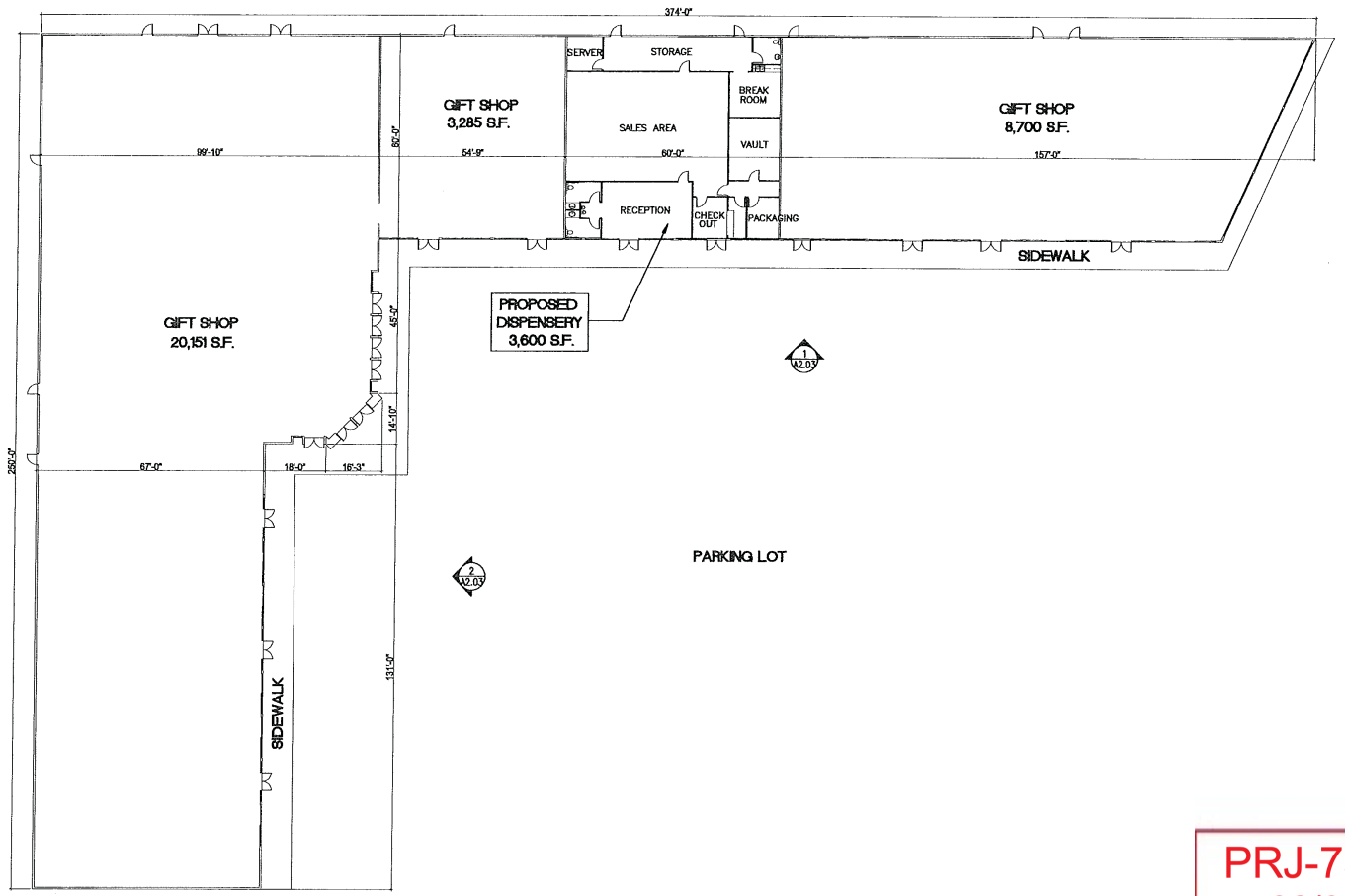
PRJ-75666
02/04/19

Project Name and Address

BONANZA DISPENSERY

2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

Project	Sheet
2019-01	A3.01
Date: 1-12-2019	
Scale: AS NOTED	



1 A2.01 OVERALL FIRST FLOOR PLAN

SCALE: 1/16" = 1'-0"

35,429 TOTAL SQUARE FEET

NORTH

No.	Revision/Issue	Date

PRJ-75666
02/04/19

BONANZA DISPENSERY
2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

Project	2019-01
Date	1-12-2019
Scale	AS NOTED
Sheet	A2.01



SUP-75722 [PRJ-75666] - SPECIAL USE PERMIT - APPLICANT: CWNEVADA - OWNER: L'CHAIM 24 FREMONT PROPERTIES, LLC
2424 SOUTH LAS VEGAS BOULEVARD

02/07/19

City



SUP-75722 [PRJ-75666] - SPECIAL USE PERMIT - APPLICANT: CWNEVADA - OWNER: L'CHAIM 24 FREMONT PROPERTIES, LLC
2424 SOUTH LAS VEGAS BOULEVARD

02/07/19

City

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

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 1, 2019

VIA UPLOAD

CITY OF LAS VEGAS
PLANNING DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter
Special Use Permit – Dispensary Relocation
APNs: 162-04-812-002 & 003

To Whom It May Concern:

Please be advised, this office represents CWNevada which operates an existing medical and retail dispensary known as Canopi at 1324 South Third Street (the "Applicant"). The dispensary is clean and safe and is in compliance with all state and local laws and ordinances.

The Applicant is seeking a special use permit to relocate the existing dispensary from its current location on South Third Street to 2400 Las Vegas Boulevard. The new location is on the northwest corner of Las Vegas Boulevard and E. Sahara Avenue and is zoned C-2. Existing driveways off Las Vegas Boulevard and Sahara Avenue will be used. A distance survey is included with this submission and shows that there are no protected uses within the required radius.

The new location will be approximately 3,600 square feet and will be located in an existing in line shopping center. Since the new location is in an existing shopping center, parking has already been provided and this use does not increase the amount of parking required. Therefore, no additional parking spaces are necessary. The Applicant will be taking over a portion of the existing gift shop square footage and will be creating a new stand alone tenant space within the northern building. The dispensary will have its own entrance and will comply with all security requirements. The Applicant will be seeking wall signage to identify its location within the shopping center.

Given that this location is zoned C-2 and is located in a heavy traffic and high commercial area, the request for a dispensary is appropriate and compatible.

PRJ-75666
02/04/19

Thank you for your consideration of this request.

Sincerely,

KAEMPFER CROWELL

Jennifer Lazovich

JJL/sfm

cc: Brian Padgett

PRJ-75666
02/04/19

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2019 APR 22 A 8:57

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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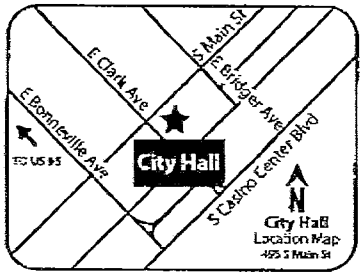

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114441
GORDON STEPHEN A & GAIL M FAM TR
GORDON STEPHEN A TRS
P O BOX 11028
LAS VEGAS NV 89111-1028

CDrous + Pathetic

33 BRDCNP1 89111

0001/0001

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2019 APR 22 P 1:10

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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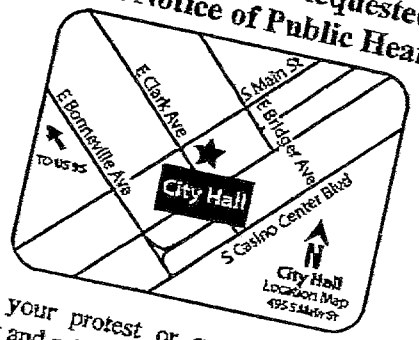

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815149
ANTHONY DENNIS J & ANTONIETTA S
21 RUTGERS ST
WEST ORANGE NJ 07052

36 BROOM1 07052

04/22/2019 2:55PM FAX 9737310773 Anthony

2019-04-22 16:06 fax 1232 >> P 1/1

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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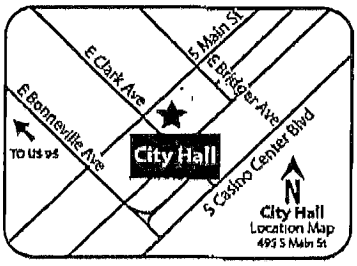

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114204
YERUSHALMI RAPHAEL
345 HILLSIDE AVE
WILLISTON PARK NY 11596-2130

2019 APR 22 01:10
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KAEMPFER CROWELL
ATTORNEYS AT LAW
LAS VEGAS OFFICE
JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792-7050

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2019 APR 24 A 10:43

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

April 24, 2019

Via Fax: (702) 382-4803

Ms. LuAnn D. Holmes, City Clerk
City of Las Vegas
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Hold
City of Las Vegas City Council, May 1, 2019
L'Chaim 24 Fremont Property, LLC: SUP-75722

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matter. We respectfully request that this application be held from its presently scheduled hearing date of **May 1, 2019** until the City of Las Vegas City Council hearing of **June 19, 2019**.

Thank you again for your kind consideration and please contact our office if you have any questions.

Very truly yours,
KAEMPFER CROWELL

Jennifer Lazovich

Jennifer Lazovich

JJL/SFM

cc: Robert Summerfield
Peter Lowenstein

Submitted after final agenda
Date 4/24/19 Item 77

2327302 1.docx

ity of Las Vegas
)ffice of The City Clerk
95 South Main Street, 2nd Floor
.as Vegas, Nevada 89101

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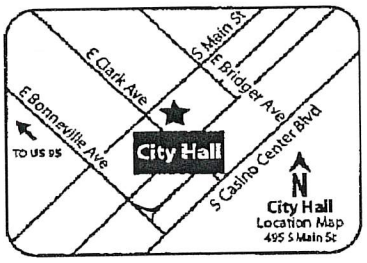

PRJ-75666
16204815022
SMITH LARRY KIM
7510 APPLEGATE DR
HELENA MT 59602-8195

' 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 or fax this side of this ard to (702) 382-4803. If you would like to contact your Council epresentative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

lease use available blank space on card for your comments.
UP-75722 PRJ-75666
ity Council Meeting of **May 1, 2019**

32 BRDGNP1 89502

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 APR 24 A 11:33

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PRJ-75666
16210114264
BERLINER I Y & R P REV LIV TR
BERLINER MYRON & LILI SHI
800 AQUITAINE CT
LAS VEGAS NV 89145

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

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

Submitted after final agenda
Item 77

139 BRDGNP1 89145

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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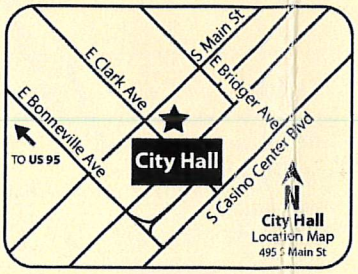

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16203411006
MOFFATT FAMILY TRUST
MOFFATT JOIANNE TRS
3101 PLAZA DE ERNESTO
LAS VEGAS NV 89102-4022

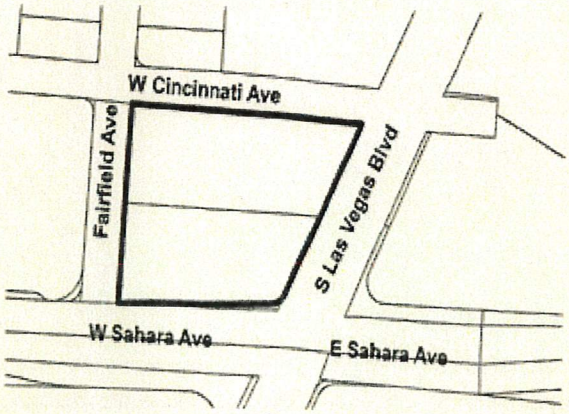
89 89074-1 8902

Application Information

SUP-75722 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CWNEVADA - OWNER: L CHAIM 24 FREMONT PROPERTIES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 3,600 SQUARE-FOOT MARIJUANA DISPENSARY USE in a portion of 2424 South Las Vegas Boulevard (APN 162-04-812-002), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75666]. The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

This whole area is full of dispensaries why do we need another one?
I cannot imagine why the Strat - think this is good

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	May 1, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

Apr. 23. 2019 9:46AM No. 3341 P. 1/1

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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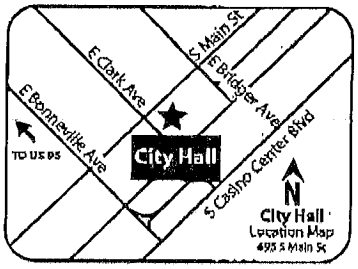

2019 ~~APR 23~~ A 10: 30

Too Close to Residential
427 units negatively
impacted

PRJ-75666
16204815419
WELLS RICHARD TRUST
WELLS RICHARD TRS
200 W SAHARA AVE #3907
LAS VEGAS NV 89102-5095

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

We Already have one
within 500 feet of This one

89 BRDCNP1 89102

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2019 APR 23 P 1:13

ity of Las Vegas
)ffice of The City Clerk
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.as Vegas, Nevada 89101

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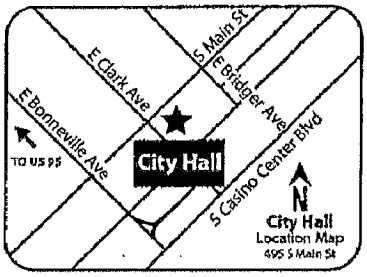

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

lease use available blank space on card for your comments.

UP-75722 PRJ-75666
ity Council Meeting of **May 1, 2019**

PRJ-75666
16204710084
WHITNEY INVESTMENTS L L C
P O BOX 777325
HENDERSON NV 89077-7325

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Las Vegas, Nevada 89101

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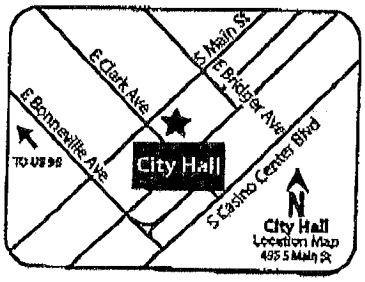

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114380
R A A M C O L V L L C
2747 PARADISE RD #2101
LAS VEGAS NV 89109

101 89109

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Las Vegas, Nevada 89101

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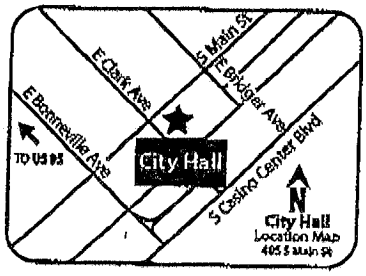

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114364
R A A M C O L V L L C
2747 PARADISE RD #2101
LAS VEGAS NV 89109

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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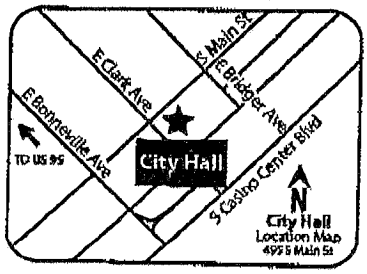

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114371
RAAMCOLVLLC
2747 PARADISE RD #2101
LAS VEGAS NV 89109

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Las Vegas, Nevada 89101

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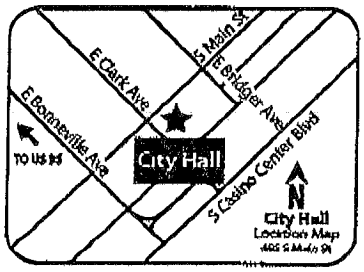

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☐ I SUPPORT this Request

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City Council Meeting of **May 1, 2019**

PRJ-75666
16210114238
R A A M C O L V L L C
2747 PARADISE RD #2101
LAS VEGAS NV 89109

101 89104-1809

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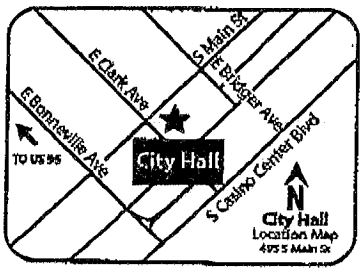

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☐ I SUPPORT this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114259
RAAMCOLVLLC
2747 PARADISE RD #2101
LAS VEGAS NV 89109

101 89109-1 0105

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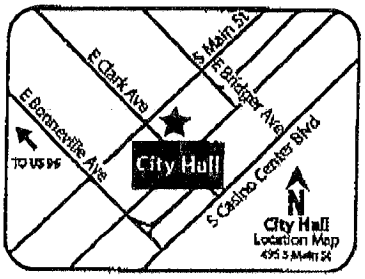

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114146
R A A M C O L V L L C
2747 PARADISE RD #2101
LAS VEGAS NV 89109

101 89109-1 89109

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Las Vegas, Nevada 89101

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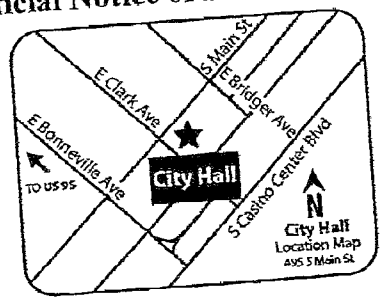

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813003
PARK CIRCLE APARTMENTS L L C
6337 VISTA VERDE NORTH
LAS VEGAS NV 89146-1109

97 89146

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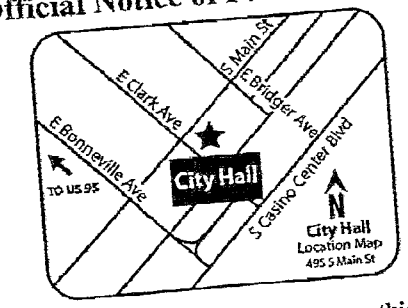

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813002
PARK CIRCLE APARTMENTS L L C
6337 VISTA VERDE NORTH
LAS VEGAS NV 89146-1109

89146

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

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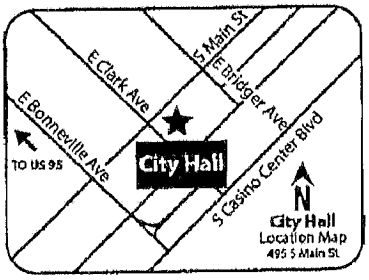
PRJ-75666
16204813001
PARK CIRCLE APARTMENTS L L C
6337 VISTA VERDE NORTH
LAS VEGAS NV 89146-1109

ty of Las Vegas
fice of The City Clerk
5 South Main Street, 2nd Floor
s Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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PRJ-75666
16204815010
LUCIANO FAMILY TRUST
LUCIANO RICHARD J & K M TRS
759 REPOSADO DR
LA HABRA HEIGHTS CA 90631-7837

Apr 22 19 06:31p Lucian 562 690 8448 p.1

City of Las Vegas
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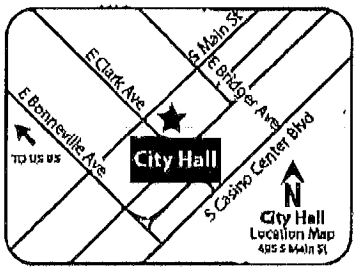

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16210114285
KING FAMILY IRREVOCABLE TRUST
KING GREGORY TRS
1200 MENLO DR N W
ATLANTA GA 30318-4170

ity of Las Vegas
ffice of The City Clerk
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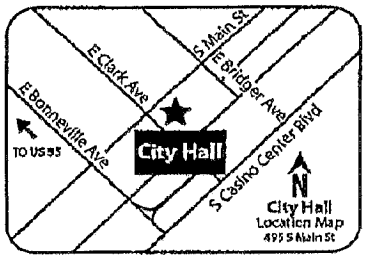

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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UP-75722 PRJ-75666
ity Council Meeting of **May 1, 2019**

PRJ-75666
16204815022
SMITH LARRY KIM
7510 APPLEGATE DR
HELENA MT 59602-8195

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2019 APR 24 P 5:28

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Las Vegas, Nevada 89101

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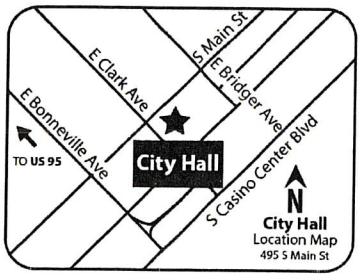
2019 APR 23 A 11:14



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114277
PARSONS WILLIAM R & MARCY R
322 KAREN AVE #3901
LAS VEGAS NV 89109

101 BRDCNP1 89109

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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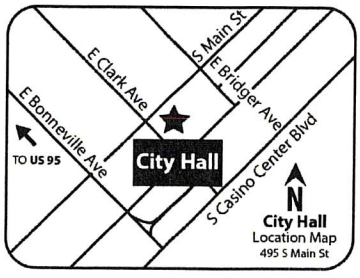
2019 APR 24 A 11:33



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114451
BERLINER IRVING & R P REV LIV TR
BERLINER IRVING Y & ROBIN P TRS
800 AQUITAINE CT
LAS VEGAS NV 89145

133 BRDCNP1 89145

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
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2019 APR 29 P 3:09

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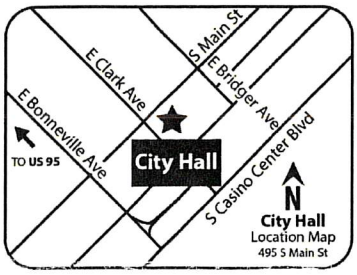

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16210114304
DEDOMENICO MARK 2010 REV TR
DEDOMENICO MARK TRS
4455 148TH AVE N E
BELLEVUE WA 98007-3120

136 BRDGNP1 98007

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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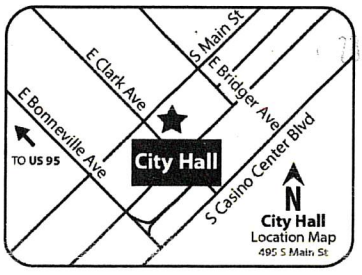

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815379
DUFRESNE D & D FAMILY TRUST
DUFRESNE GERARD A & DAUNE W TRS
1506 PACIFIC COAST HWY
HUNTINGTON BEACH CA 92648-4407

Submitted after final agenda
Item 77

108 BRDGNP1 92648

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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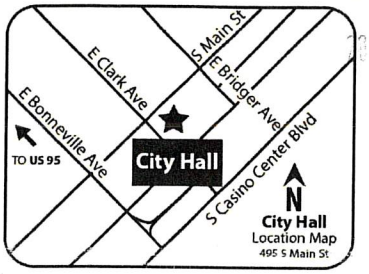

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815100
FAN CHINLI
YU HONG
3484 WESTWOOD DR
SALT LAKE CITY UT 84109-3239

22 BRDGNP1 84109

City of Las Vegas
Office of The City Clerk
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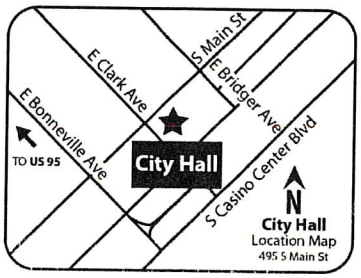

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815333
FAN CHINLI
YU HONG
3484 WESTWOOD DR
SALT LAKE CITY UT 84109-3239

22 BRDGNP1 84109

City of Las Vegas
Office of The City Clerk
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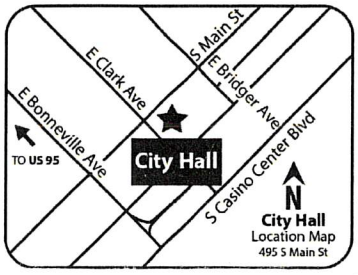

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815099
KELLY MICHAEL WILLIAM
TANN MIEV HOUY LILLIAN
3000 W OAKEY BLVD
LAS VEGAS NV 89102

89 89109P1 89102

City of Las Vegas
Office of The City Clerk
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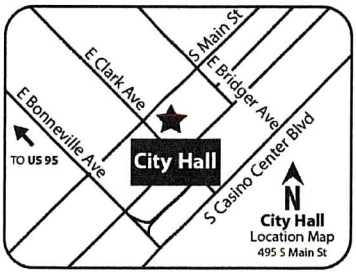

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815392
MCCAM ALLURE L L C
%E CAMPAGNA
460 S LA FLORESTA DR #118
BREA CA 92823

11 89109P1 92823

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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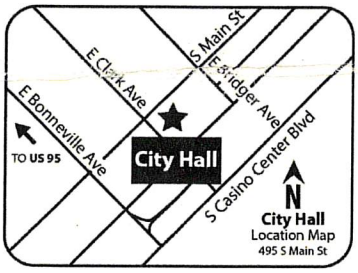

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114148
SCHAFER GARY A & JOANNE FAMILY T
SCHAFER GARY A & JOANNE TRS
8788 HIDDEN FARM RD
ALTA LOMA CA 91701-1432

100 BRDGNP1 91701

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16203413032
LUK KAYE C & DIANA A
10313 POMPEI PL
LAS VEGAS NV 89144

Submitted after final agenda

Item 77

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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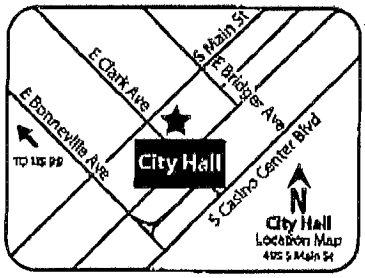

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City Council Meeting of **May 1, 2019**

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PRJ-75666
16210114428
MAR-LAM FAMILY TRUST ETAL
LAM MARVIN TRS
6 JENNIFER PL
SAN FRANCISCO CA 94107

04/26/2019 FRI 19:31 FAX 001/010

City of Las Vegas
Office of The City Clerk
95 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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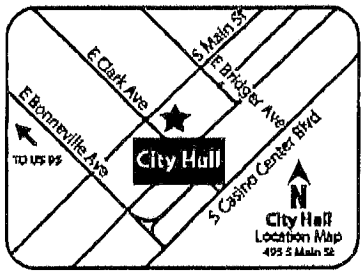

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☑ I OPPOSE this Request

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UP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

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2019 APR 29 A 7:11

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PRJ-75666
16210114458
MAR-LAM FAMILY TRUST ETAL
LAM MARVIN TRS
6 JENNIFER PL
SAN FRANCISCO CA 94107

04/26/2019 FRI 19:32 FAX 004/010

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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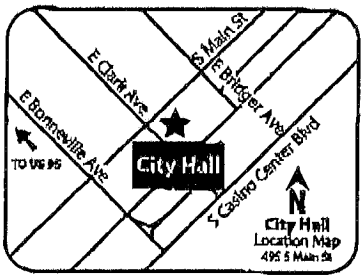

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City Council Meeting of **May 1, 2019**

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PRJ-75666
16210114460
MAR-LAM FAMILY TRUST ETAL
LAM MARVIN TRS
6 JENNIFER PL
SAN FRANCISCO CA 94107

04/26/2019 FRI 19:32 FAX 008/010

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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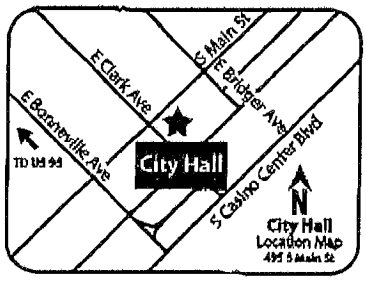

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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City Council Meeting of **May 1, 2019**

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PRJ-75666
16210114463
MAR-LAM FAMILY TRUST ETAL
LAM MARVIN TRS
6 JENNIFER PL
SAN FRANCISCO CA 94107

04/26/2019 FRI 19:32 FAX 009/010

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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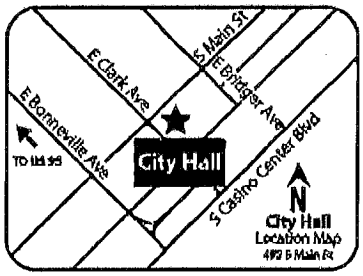

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☑ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16210114490
MAR-LAM FAMILY TRUST ETAL
LAM MARVIN TRS
6 JENNIFER PL
SAN FRANCISCO CA 94107

2019 APR 29 A 7:11

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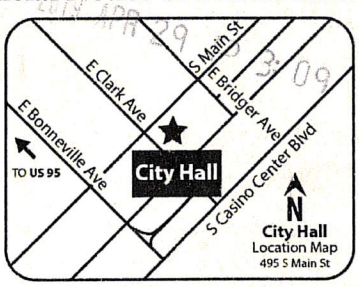

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815115
COVAL SANDRA L
200 W SAHARA AVE #1212
LAS VEGAS NV 89102-5070

Submitted after final agenda
Item 77

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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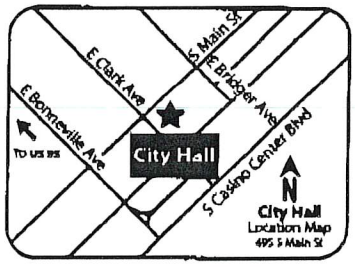

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204811007
GUPTA H & K FAMILY TRUST
GUPTA HEM CHAND & KRISHNA TRS
160 E SHELBOURNE AVE
LAS VEGAS NV 89123-2150

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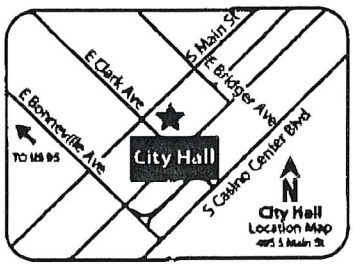

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204811008
GUPTA H & K FAMILY TRUST
GUPTA HEM CHAND & KRISHNA TRS
160 E SHELBOURNE AVE
LAS VEGAS NV 89123-2150

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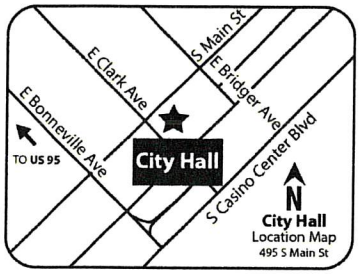

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16203401001
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
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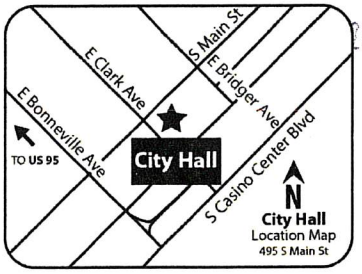

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16203401002
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

Submitted after final agenda
Item 77

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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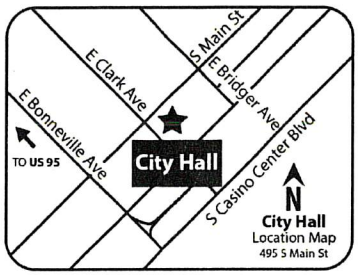

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16203301016
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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NV 890
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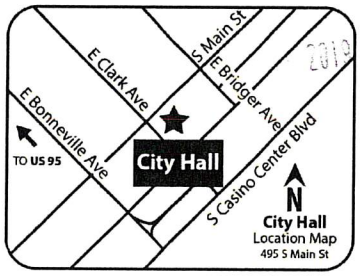

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710041
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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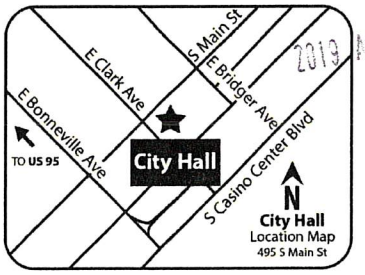

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710042
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

LAS VEGAS
NV 890
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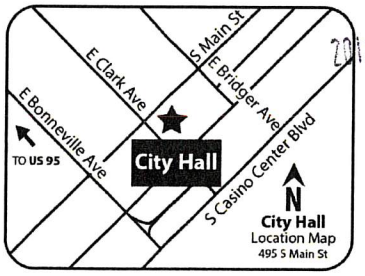

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710043
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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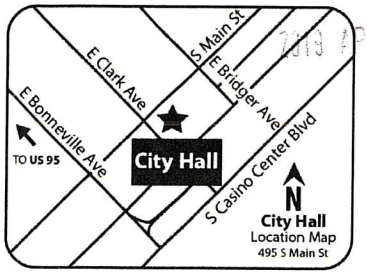

PRJ-75666
16204710044
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

1 1 5 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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PRJ-75666
16204710045
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

1 1 5 BRDGNP1 89116

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Office of The City Clerk
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Las Vegas, Nevada 89101

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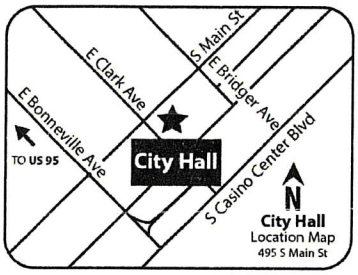

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16204710046
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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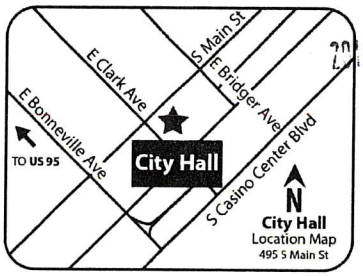

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16204710047
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
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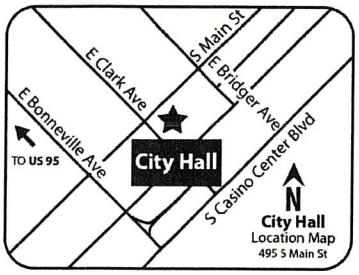

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710048
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGMP 1 89119

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Office of The City Clerk
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Las Vegas, Nevada 89101

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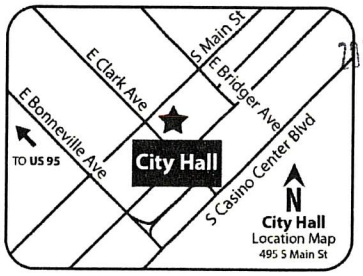

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710049
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGMP 1 89119

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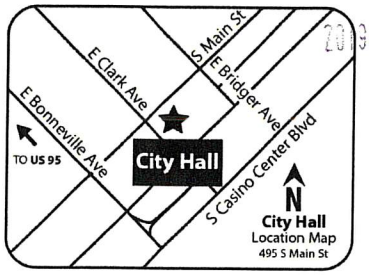

PRJ-75666
16204710050
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

115 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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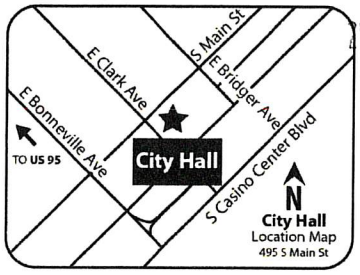

PRJ-75666
16204710051
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

115 BRDGNP1 89116

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Office of The City Clerk
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Las Vegas, Nevada 89101

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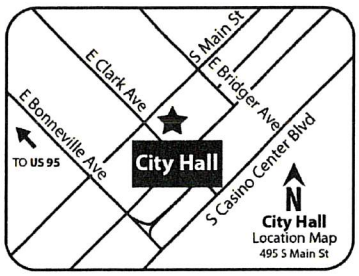

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710052
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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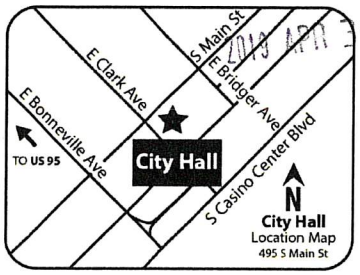

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710053
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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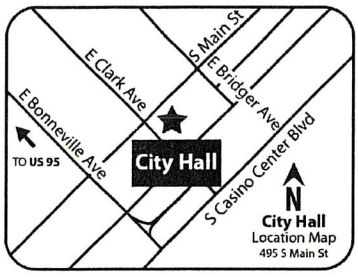

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710054
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

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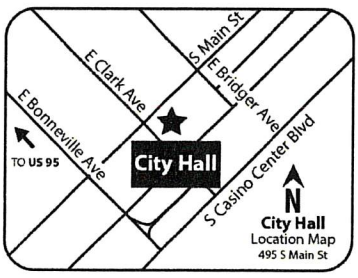

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813059
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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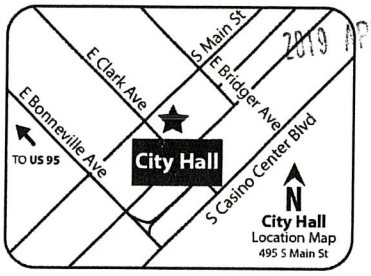

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813060
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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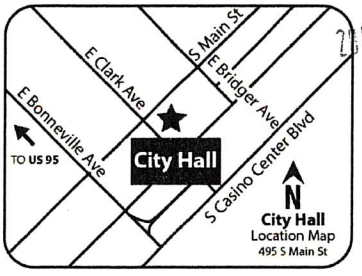

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813061
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
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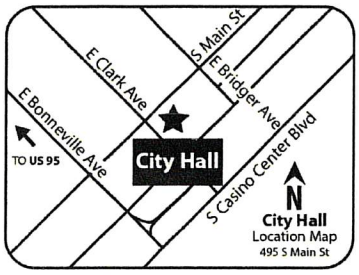

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813084
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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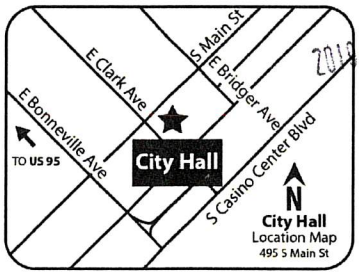

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813085
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

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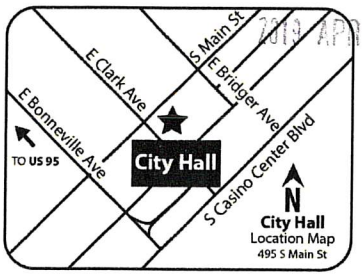

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813086
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

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Las Vegas, NV
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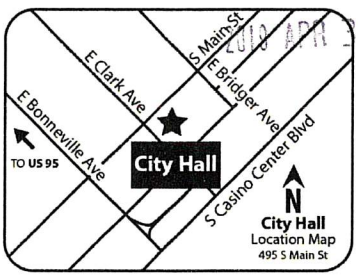

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813087
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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NV 890
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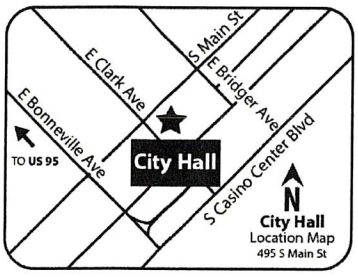

PRJ-75666
16204813088
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

115 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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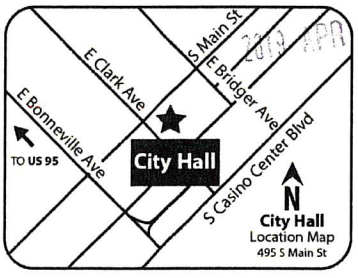

PRJ-75666
16204813089
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

115 BRDGNP1 89116

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495 South Main Street, 2nd Floor
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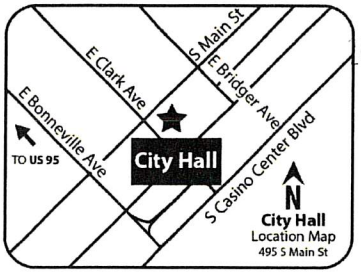

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813091
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
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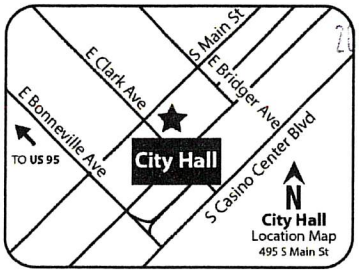

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City Council Meeting of **May 1, 2019**

PRJ-75666
16204813092
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LAS VEGAS NV 89118

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City of Las Vegas
Office of The City Clerk
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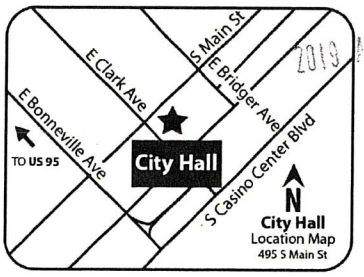

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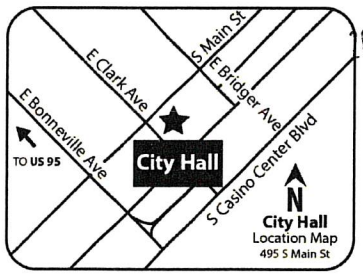

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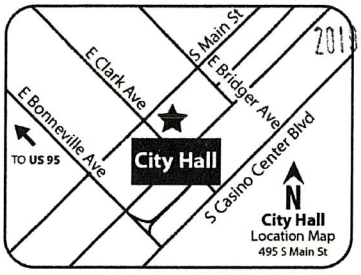

PRJ-75666
16204813095
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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City Council Meeting of **May 1, 2019**

115 BRDGNP1 89116

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Office of The City Clerk
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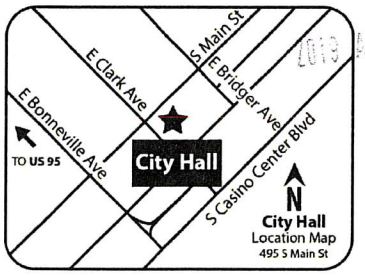

PRJ-75666
16204813096
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

115 BRDGNP1 89116

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Office of The City Clerk
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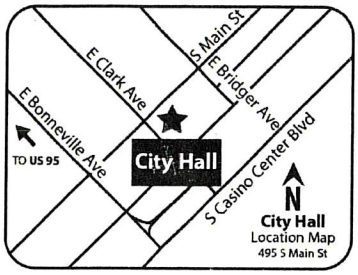

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813097
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGMP 1 89119

City of Las Vegas
Office of The City Clerk
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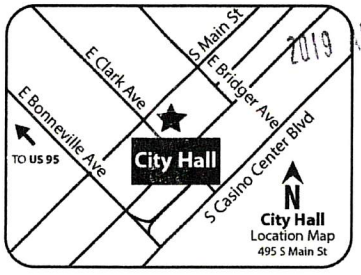

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813098
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGMP 1 89119

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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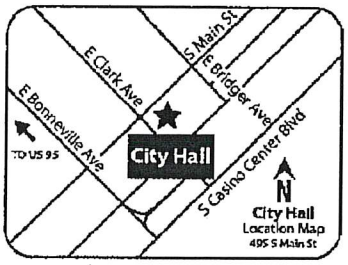

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815022
SMITH LARRY KIM
7510 APPLEGATE DR
HELENA MT 59602-8195

17P

2 LRDFNP1 59602

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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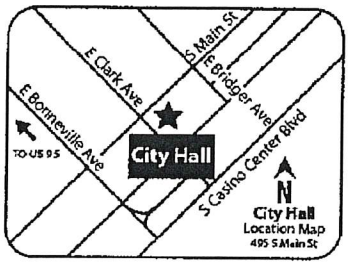

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815022
SMITH LARRY KIM
7510 APPLEGATE DR
HELENA MT 59602-8195

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Submitted after final agenda

Date 3/26/19 Item 17P (X2)

2 LRDFNP1 59602

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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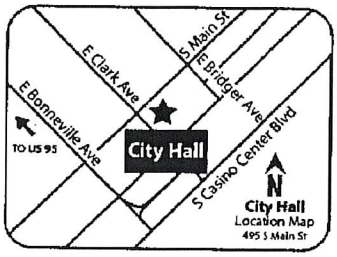

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114350
TIEN HUEY-CHUNG
WANG ANSSO
3 PELLINGTON CT
PINE BROOK NJ 07058

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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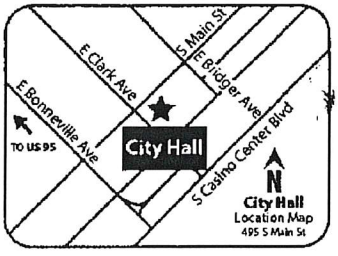

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114350
TIEN HUEY-CHUNG
WANG ANSSO
3 PELLINGTON CT
PINE BROOK NJ 07058

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17P (x2)

City of Las Vegas
Department of Planning
Development Services Center
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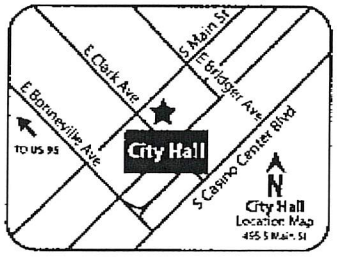

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

Kelly T

39 LADFNP1 89111

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Dept of Planning
City of Las Vegas

SUP-75722 (PRJ-75666)
16210114441
GORDON STEPHEN A & GAIL M FAM TR
GORDON STEPHEN A TRS
P O BOX 11028
LAS VEGAS NV 89111-1028

Mar 18 19 07:08a Stephen A. Gordon 702-893-2201 p.1

17P

Mar 18 19 07:09a Stephen A. Gordon 702-893-2201 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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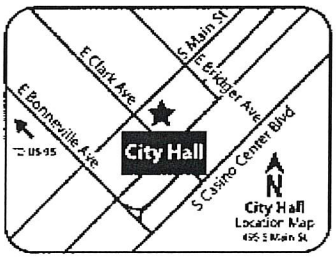

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114441
GORDON STEPHEN A & GAIL M FAM TR
GORDON STEPHEN A TRS
P O BOX 11028
LAS VEGAS NV 89111-1028

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17P

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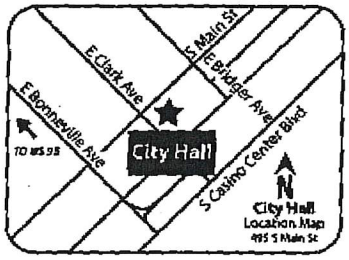

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815149
ANTHONY DENNIS J & ANTONIETTA S
21 RUTGERS ST
WEST ORANGE NJ 07052

Anthony

36 LRDFNP1 07052

17P

p.2
+18882731503
18-Mar-2019 19:11

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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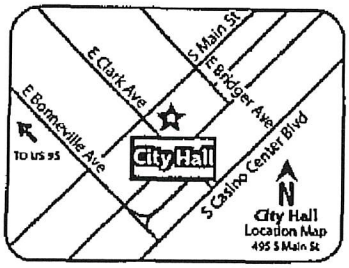

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815133
BAHRAMI SHIVA
10738 BAILE AVE
CHATSWORTH CA 91311

90 LRDFHP1 91311

17P

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114092
GOLAND FAMILY TRUST
YAACOV & NILI GOLAND TRS
1726 MICHAEL LN
PACIFIC PALISADES CA 90272-2037

17P

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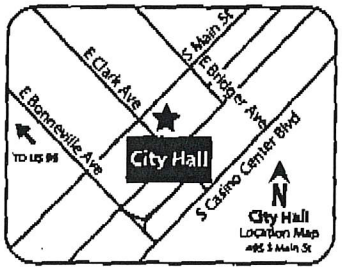

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114285
KING FAMILY IRREVOCABLE TRUST
KING GREGORY TRS
1200 MENLO DR N W
ATLANTA GA 30318-4170

Mar. 20. 2019 2:28PM

17P

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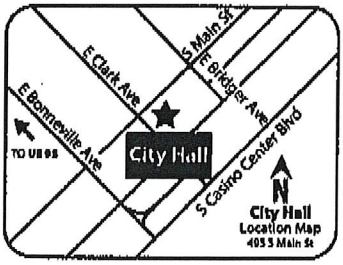

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114115
KIRKMAN ALLAN C & DIANE M
232 MERION DR
PITTSBURGH PA 15228-2349

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Las Vegas, Nevada 89106

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NV 890
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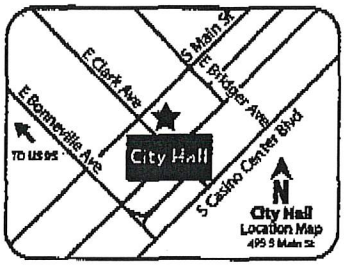

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114364
R A A M C O L V L L C
2747 PARADISE RD #2101
LAS VEGAS NV 89109

101 LRDFNP1 89109

17P

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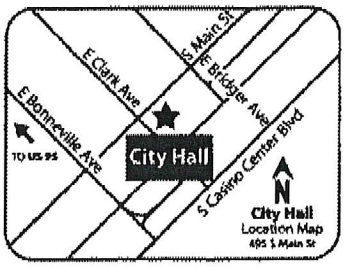

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114149
WEE ROBERT B H & SIA-WEE LORNA Y
WEE ROBERT B H CO-TRS
%L HSIA-WEE CO-TRS
8715 E BANNER RIDGE
ANAHEIM CA 92808

110 LRDFNP1 92808

17P

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Las Vegas, Nevada 89106

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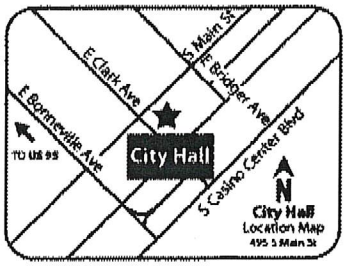

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114149
WEE ROBERT B H & SIA-WEE LORNA Y
WEE ROBERT B H CO-TRS
%L HSIA-WEE CO-TRS
8715 E BANNER RIDGE
ANAHEIM CA 92808

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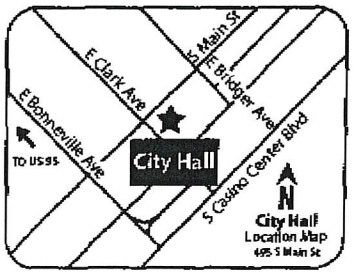

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☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

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SUP-75722 (PRJ-75666)
16203413032
LUK KAYE C & DIANA A
10313 POMPEI PL
LAS VEGAS NV 89144

131 LRDFNP1 89144

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815262
MONTAGUE MARILYN R
200 W SAHARA AVE #2604
LAS VEGAS NV 89102-5082

89 LRDPMP1 89102

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815262
MONTAGUE MARILYN R
200 W SAHARA AVE #2604
LAS VEGAS NV 89102-5082

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16203411006
MOFFATT FAMILY TRUST
MOFFATT JOIANNE TRS
3101 PLAZA DE ERNESTO
LAS VEGAS NV 89102-4022

89 LRDFMP1 89102

Application Information

SUP-75722 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CWNEVADA - OWNER: L'CHAIM 24 FREMONT PROPERTIES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 3,600 SQUARE-FOOT MARIJUANA DISPENSARY USE in a portion of 2424 South Las Vegas Boulevard (APN 162-04-812-002), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75666].

I live in Overton dispensaries in the area - that's enough —

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***03/26/2019***
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request, or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114277
PARSONS WILLIAM R & MARCY R
322 KAREN AVE #3901
LAS VEGAS NV 89109

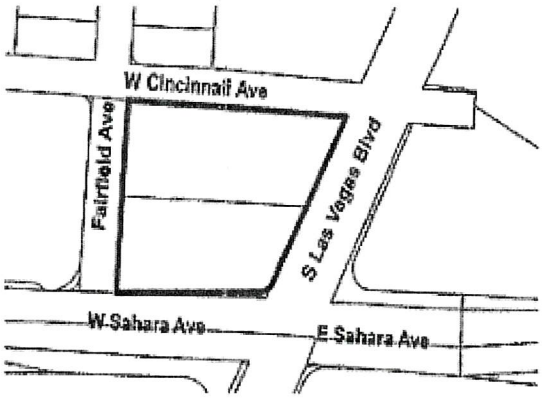
101 LRDFNP1 89109

Application Information

SUP-75722 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CWNEVADA - OWNER: L'CHAIM 24 FREMONT PROPERTIES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 3,600 SQUARE-FOOT MARIJUANA DISPENSARY USE in a portion of 2424 South Las Vegas Boulevard (APN 162-04-812-002), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75666].

HOW MANY DISPENSARIES DO YOU NEED? THERE IS ONE RIGHT ACROSS THE STREET!

Application Location



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Development Services Center
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Las Vegas, Nevada 89106

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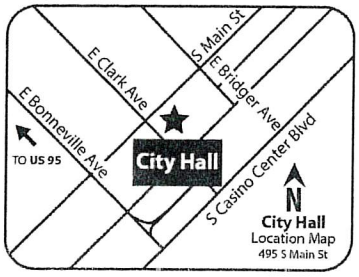

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114324
LUCACCIONI JOHN TRUST
LUCACCIONI JOHN S & JANA GLADSTO
222 KAREN AVE #206
LAS VEGAS NV 89109

101 LRDFNP1 89109

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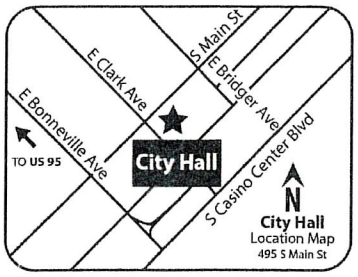

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☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114324
LUCACCIONI JOHN TRUST
LUCACCIONI JOHN S & JANA GLADSTO
222 KAREN AVE #206
LAS VEGAS NV 89109

101 LADFNP1 89109

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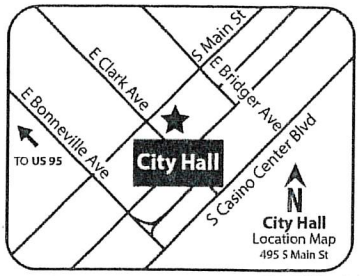

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☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114264
BERLINER I Y & R P REV LIV TR
BERLINER MYRON & LILI SHI
800 AQUITAINE CT
LAS VEGAS NV 89145

133 LRDFNP1 89145

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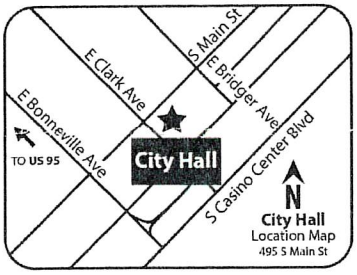

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

89 LRDFNP1 89102

There are drug-selling stores (marijuana) already across the street. We live here! I don't want to see this corner of Las Vegas become "Weed Central."

SUP-75722 (PRJ-75666)
16204815260
WRAY WILLIAM B & SARAH J
200 W SAHARA AVE #2602
LAS VEGAS NV 89102

I am against the recreational legal use of marijuana, and it is a real shame that this harmful drug can now be purchased legally

17P

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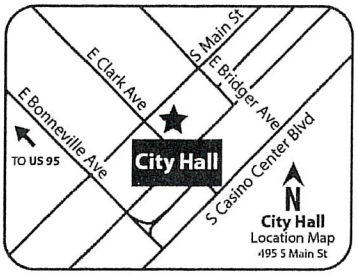

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114509
ROBERTSON GARY L & SHERRILL J
222 KAREN AVE #2607
LAS VEGAS NV 89109

101 LRDFNP1 89109

HR

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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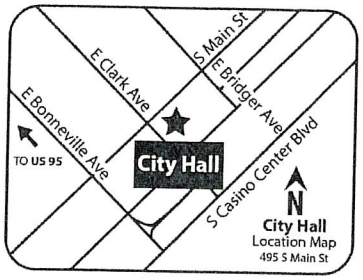
Dept of Planning
City of Las Vegas



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16210114509
ROBERTSON GARY L & SHERRILL J
222 KAREN AVE #2607
LAS VEGAS NV 89109

101 LRDFNF1 89109

Duplicate not counted

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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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NV 890
19 MAR '19
PM 3 L

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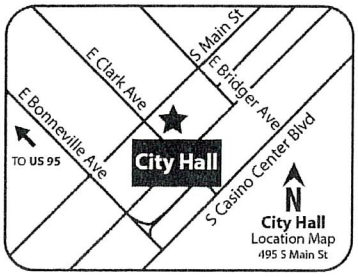

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114451
BERLINER IRVING & R P REV LIV TR
BERLINER IRVING Y & ROBIN P TRS
800 AQUITAINE CT
LAS VEGAS NV 89145

133 LRDFNP1 89145

17P

City of Las Vegas
Department of Planning
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333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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NV 890
19 MAR '19
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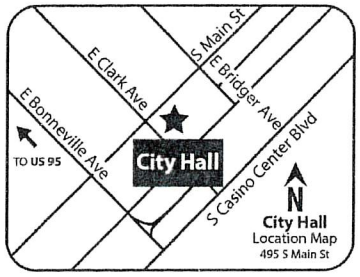

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114451
BERLINER IRVING & R P REV LIV TR
BERLINER IRVING Y & ROBIN P TRS
800 AQUITAINE CT
LAS VEGAS NV 89145

133 LRDFNP1 89145

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Las Vegas, Nevada 89106

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NV 890
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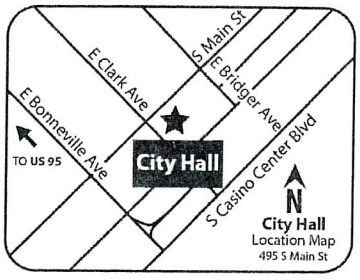

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☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114264
BERLINER I Y & R P REV LIV TR
BERLINER MYRON & LILI SHI
800 AQUITAINE CT
LAS VEGAS NV 89145

133 LRDFNP1 89145

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17P

City of Las Vegas
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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

FOR TAX MONEY BUT HAVE SOME DECENCY, YOU HAVE KIDS TOO, GIVE THEM A FAVOR FOR THE NEXT GENERATION.

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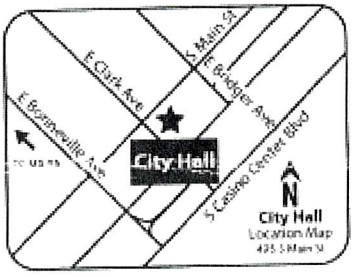

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[illegible]
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City of Las Vegas

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16203413027
LIPA AMPARO A
5016 MONTE DEL SOL LN
NORTH LAS VEGAS NV 89031

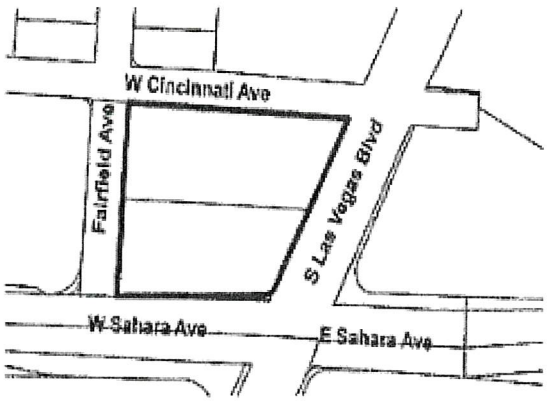
89 LRDFNP1 89031

Application Information

SUP-75722 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CWNEVADA - OWNER: L'CHAIM 24 FREMONT PROPERTIES, LLC - For possible action on a request for a Special Use Permit FOR A PROPOSED 3,600 SQUARE-FOOT MARIJUANA DISPENSARY USE in a portion of 2424 South Las Vegas Boulevard (APN 162-04-812-002), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75666].

A BIG NO, SOONER OR LATER, LAS VEGAS WILL NEVER BE CALLED ENTERTAINMENT CAPITAL OF THE WORLD BUT RATHER MARIJUANA CAPITAL OF THE WORLD. BRING THEM IN THE DESERT INSTEAD. WAKE-UP!! STATE OFFICIALS, THIS IS NOT ALL

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***03/26/2019***
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

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 require final action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

MP

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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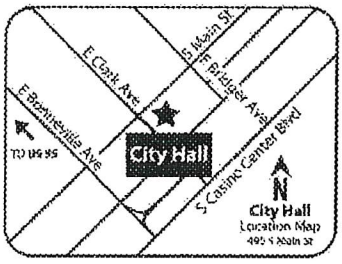

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204813022
JOHNCYN IRR BUSINESS TRUST
BEHRENS LYNN E
6325 S JONES BLVD #500
LAS VEGAS NV 89118

17A

115 LRDFNP1 89118

City of Las Vegas
Department of Planning
Development Services Center
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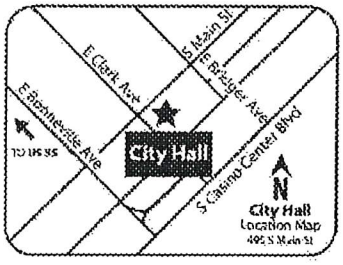

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SUP-75722 (PRJ-75666)
16204813013
JOHNCYN IRR BUSINESS TRUST
BEHRENS LYNN E
6325 S JONES BLVD #500
LAS VEGAS NV 89118

Submitted after final agenda
Date 3/26/19 Item 17A (x2)

115 LRDFNP1 89118

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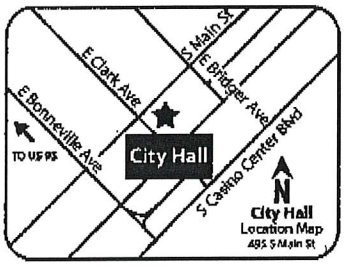

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16203411008
JOSEPHS FAMILY LAND L P
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

17A

115 LRDFNP1 89118

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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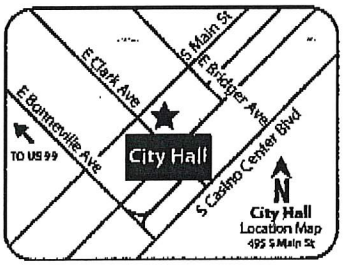

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Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16203411007
JOSEPHS FAMILY LAND L P
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

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(x2)

115 LRDFNP1 89118

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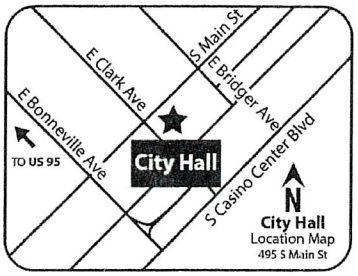

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204803009
WESTERN STATES MOBILE LUBE
4000 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102

89 LRDFMP1 89102

17A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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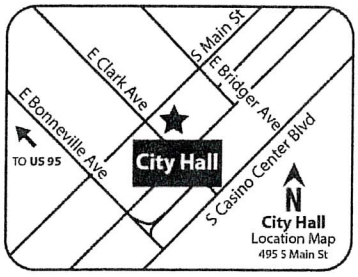

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Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204803008
WESTERN STATES MOBILE LUBE
4000 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102

89 LRDFNF1 89102

17A

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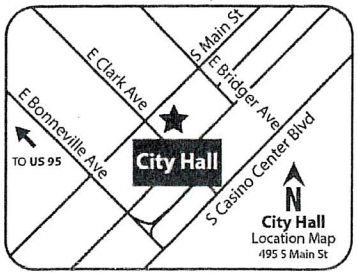

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815111
DUNN WALLACE E
561 W DIVERSEY #215
CHICAGO IL 60614-1682

28 LRDFNP1 60614

17A

City of Las Vegas
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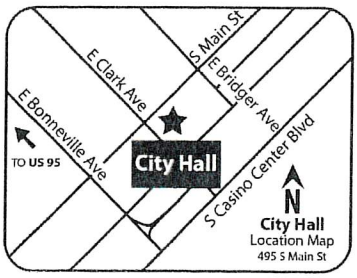

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Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815111
DUNN WALLACE E
561 W DIVERSEY #215
CHICAGO IL 60614-1682

28 LRDFNP1 60614

Duplicate- not counted

17A

Nora Lares

From: noreply@formstack.com
Sent: Wednesday, March 20, 2019 10:28 AM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

RECEIVED
MAR 2 5 2019
Dept of Planning
City of Las Vegas

formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 03/20/19 10:28 AM

Meeting Date:	Tuesday, March 26, 2019
Project Number:	75666
Position:	I OPPOSE the project and all related applications.
Name:	Roger Palecek
Residential or Business Address:	717 Cresthaven Drive Cottage Grove, WI 53527
Phone:	(608) 209-0787
Email:	rpalecek@amfam.com
Comments:	My concern with this proposal stems from the fact that it is in very close proximity to a luxury high rise condominium association where it could have a significant detrimental affect on the image and ultimately the value of the condos. I think a use of this type would be much better located in a Class B strip mall/retail setting further away from large high-end residential projects.

Submitted after final agenda
Date 3/26/19 Item 17P

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
78

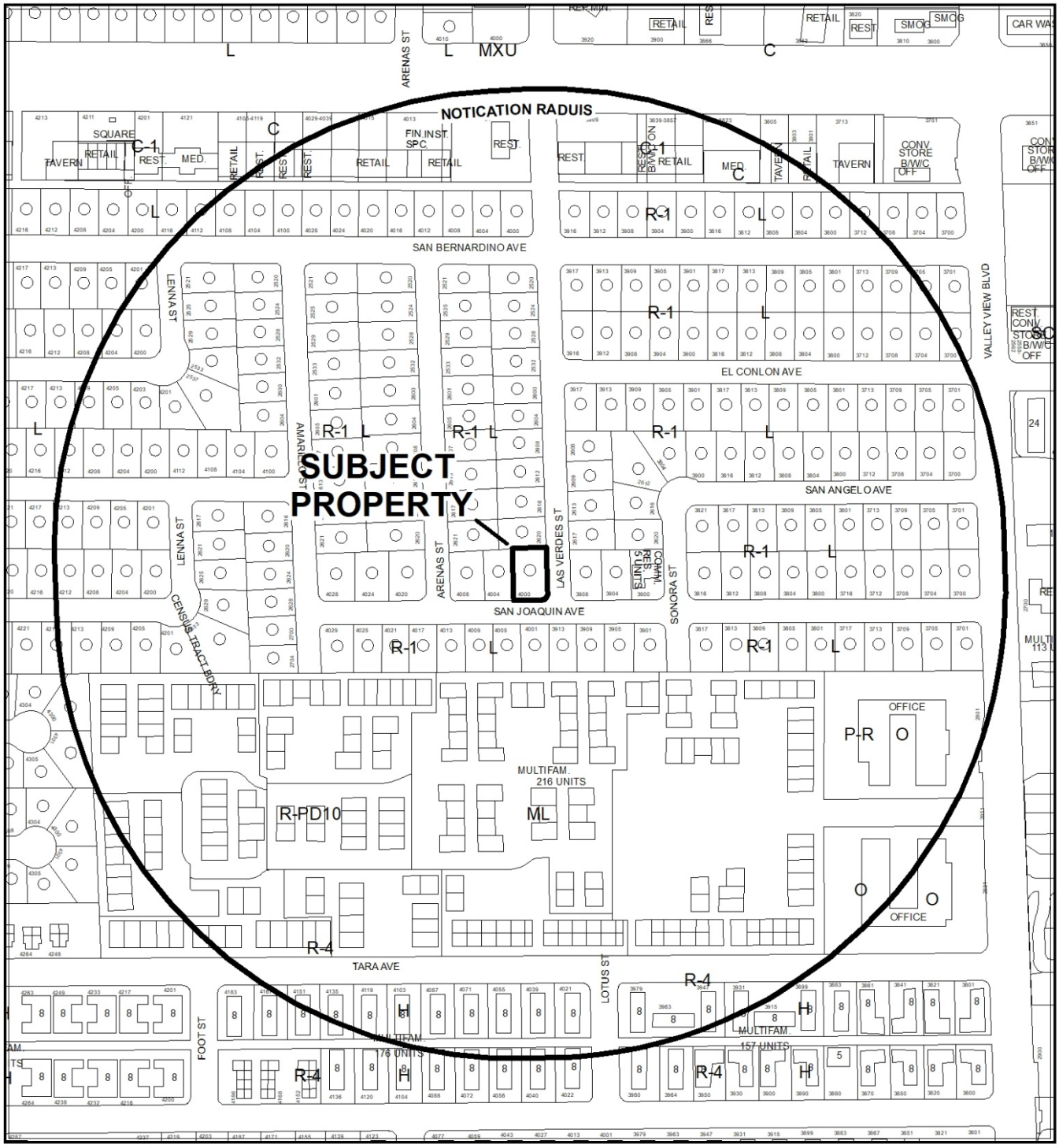
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
ROC-76058 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT/OWNER: ALON ELIAS - For possible action on a request for a Review of Condition of an approved Variance (VAR-74068) TO REMOVE CONDITION NUMBER 1, WHICH STATES, "ALL UNPERMITTED CONSTRUCTION MUST OBTAIN A BUILDING PERMIT OR BE REMOVED WITHIN 60 DAYS OF THIS APPROVAL. THE APPLICANT SHALL HAVE 30 DAYS TO HAVE A FINAL INSPECTION APPROVED FOLLOWING THE ISSUANCE OF THE BUILDING PERMIT, UNLESS EXTENDED BY THE BUILDING OFFICIAL" on 0.19 acres at 4000 San Joaquin Avenue (APN 162-07-515-005), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-75630]. Staff recommends DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
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 – VAR-74068 [PRJ-73195]
6. Justification Letter



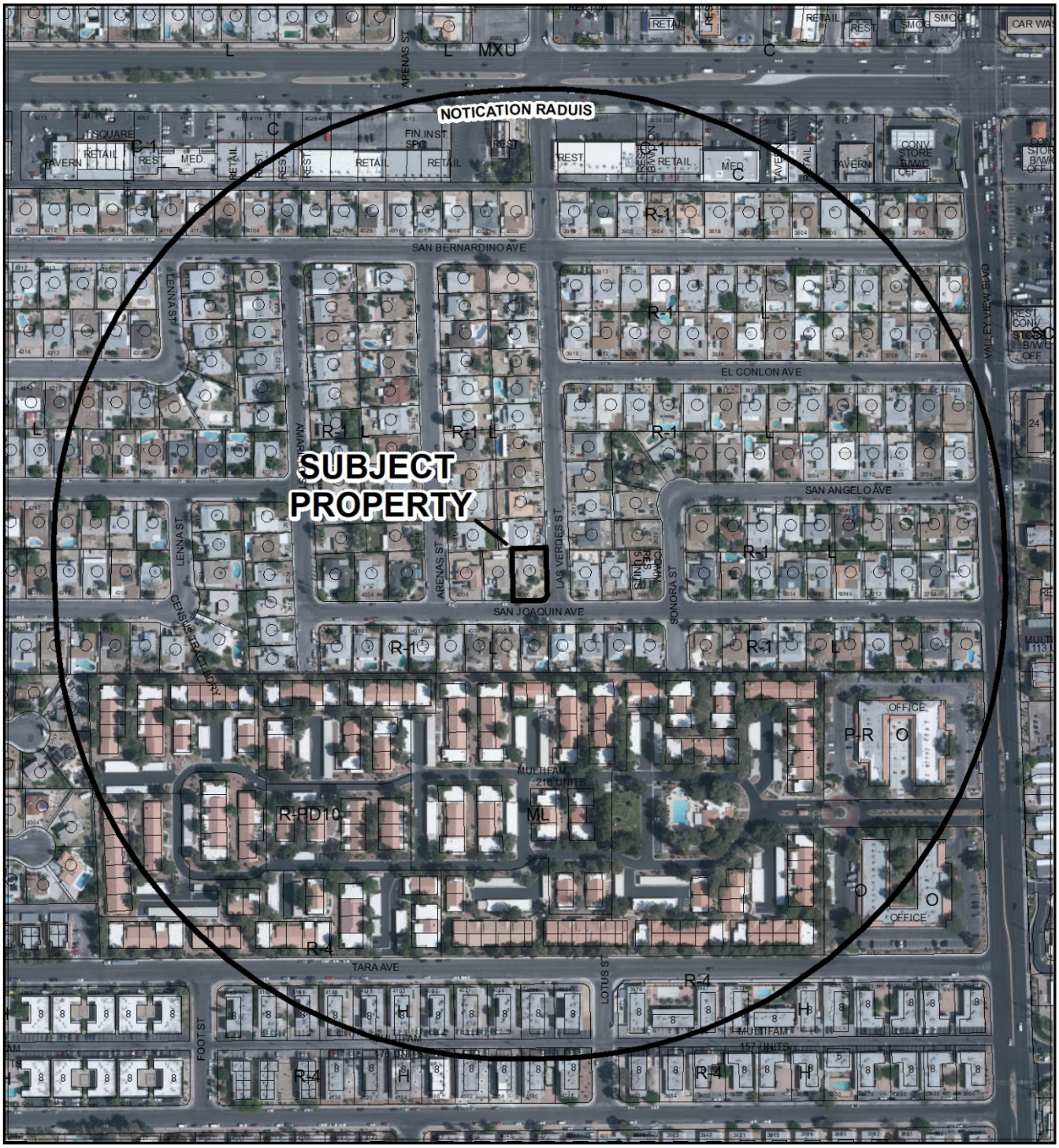
0 250 500 Feet

CASE: **ROC-76058 (PRJ-75630)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



CASE: **ROC-76058 (PRJ-75630)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: ALON ELIAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ROC-76058	Staff recommends DENIAL. If approved, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

NOTICES MAILED 564 (By Planning)

APPROVALS 0

PROTESTS 0

** CONDITIONS **

ROC-76058 CONDITIONS

Planning

1. Condition Number 1 of the approved Variance (VAR-74068) shall be deleted.

2. Conformance to the approved conditions for Variance (VAR-74068), except as amended herein.

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SS

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has requested a Review of Condition of an approved Variance (VAR-74068), which allowed a two-foot side yard setback where five feet is required for an existing addition to a single family dwelling at 4000 San Joaquin Avenue. The condition requires that a building permit be obtained within 60 days of approval of the variance and final inspection be approved within 30 days of permit issuance.

ISSUES

- The conditional periods in which to obtain building permits and a final inspection for the existing construction have already passed, and the applicant is now unable to obtain a building permit.

ANALYSIS

The applicant is requesting a Review of Condition Number 1 of an approved setback variance (VAR-74068) for an existing single family residential addition, which reads,

> "All unpermitted construction must obtain a building permit or be removed within 60 days of this approval. The applicant shall have 30 days to have a final inspection approved following the issuance of the building permit, unless extended by the Building Official."

The addition consists of an existing storage shed that had been converted to a walk-in closet without permits. After approval of the required setback variance from the Unified Development Code, the applicant attempted to have the plans reviewed for permit but experienced several delays that pushed permitting out of compliance with the variance condition. The applicant is now asking to remove the condition altogether so as to be able to submit building plans for review.

Sixty days following final approval of the Variance was 12/16/18. Ninety days following final approval of the Variance was 01/15/19. Records show application was made for a permit on 12/20/18, more than 60 days following the variance approval.

If this request is denied, a permit cannot be obtained for the existing construction and therefore the work completed without permits would have to be removed.

FINDINGS (ROC-76058)

Compelling evidence that the applicant was delayed by the City from obtaining a permit in the required time has not been provided. Staff therefore recommends denial of the Review of Condition, subject to conditions if approved.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/07/16	A Code Enforcement Case (170417) was opened for unpermitted remodel work at 4000 San Joaquin Avenue. The case was resolved on 10/11/16.
05/23/17	The Department of Planning – Code Enforcement Division inspected the subject site for the purpose of a Short-Term Residential Rental business license. A Case (179029) was opened for code violations observed during the inspection, including an unpermitted AC/water heater replacement without a permit and the subject addition without a permit. The case has not been resolved by Code Enforcement.
06/26/17	The Department of Planning denied a Conditional Use Verification (CUV-70466) for a proposed Short-Term Residential Rental at 4000 San Joaquin Avenue.
01/09/18	The Planning Commission denied a request for a Special Use Permit (SUP-71214) to allow a Short-Term Residential Rental use at 4000 San Joaquin Avenue. Staff recommended denial.
09/29/18	A Code Enforcement Case (193380) was opened to investigate active short term residential rental listings at 4000 San Joaquin Avenue. The case has not been resolved by Code Enforcement.
10/17/18	The City Council approved a request for a Variance (VAR-74068) to allow a two-foot side yard setback where five feet is required for an existing addition to a single family dwelling at 4000 San Joaquin Avenue. The Planning Commission recommended approval; staff recommended denial.

Most Recent Change of Ownership	
04/14/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/26/63	A building permit (16611) was issued for a single family dwelling at 4000 San Joaquin Avenue. A final inspection was approved 08/07/63.
02/13/67	A building permit (36085) was issued for a carport enclosure (addition) at 4000 San Joaquin Avenue. A final inspection was approved 03/15/67.
10/25/67	A building permit (39180) was issued for a 450 square-foot storage room addition at 4000 San Joaquin Avenue. A final inspection was not approved and the permit expired.
12/20/18	Application was made for a building permit (R18-16900) for a remodel at 4000 San Joaquin Avenue. A permit has not been issued. The application will expire 06/18/19 if no permit is issued.

Pre-Application Meeting	
01/17/19	A pre-application meeting was held with the applicant to discuss submittal requirements necessary for submittal of an application for Review of Condition. Staff provided historical permit information and stated that the permits most likely expired where final inspections were not approved.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
04/03/19	The site contains a single-story single family dwelling. The house addition appears to be completed.

Details of Application Request	
Site Area	
Net Acres	0.19

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-1 (Single Family Residential)
North	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (200 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	6,500 SF	9,583 SF	Y
Min. Lot Width	60 Feet	73 Feet	Y
Min. Setbacks			
• Front	20 Feet	26 Feet	Y
• Side	5 Feet	2 Feet	N
• Corner	N/A	N/A	N/A
• Rear	15 Feet	26 Feet	Y
Max. Lot Coverage	50 %	31 %	Y

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: PRJ-73195 APN: 162-07-515-005

Name of Property Owner: Alon Elias

Name of Applicant: Frontier Builders Int Inc

Name of Representative: Chad Walker

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: Alon Elias

Subscribed and sworn before me

This _____day of _____, 20____

_____

Notary Public in and for said County and State

See the attached for Notary.

Revised 03/28/16

PRJ-75630
03/13/19

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)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

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

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____,
by *Date* *Month* *Year*
(1) Alon Elias
(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.

SOON GYU GUIMM
Commission # 2137268
Notary Public - California
Los Angeles County
My Comm. Expires Jan 11, 2020

Signature Soon Gyu Guimm
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: No other signers

PRJ-75630
03/13/19

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DEPARTMENT OF PLANNING

APPLICATION / PETITION FORM

Application/Petition For: Reduction in side yard setback for existing storage / closet

Project Address (Location) 4000 San Joaquin Ave

Project Name Elias Residence **Proposed Use** Residential

Assessor's Parcel #(s) 162-07-515-005 **Ward #** 1-Tarkanian

General Plan: existing _____ proposed _____ **Zoning:** existing R-1 proposed R-1

Commercial Square Footage N/A **Floor Area Ratio** _____

Gross Acres 0.20 **Lots/Units** 2 /2 **Density** _____

Additional Information This is a residential property with an existing attached storage space that was previously converted to a closet by a previous owner but falls into the side setback.

PROPERTY OWNER Alon Elias **Contact** _____

Address 115 N. Sycamore Ave. **Phone:** _____ **Fax:** _____

City Los Angeles **State** CA **Zip** 90036

E-mail Address _____

APPLICANT Frontier Builders Int Inc **Contact** LaVar Short

Address 8275 S. Eastern Ave. Suite 200-332 **Phone:** 7025670167 **Fax:** 7025670166

City Las Vegass **State** NV **Zip** 89123

E-mail Address lavar@frontierbuilders.com

REPRESENTATIVE Frontier Builders Int Inc **Contact** Chad Walker

Address 8275 S. Eastern Ave. Suite 200-332 **Phone:** 7022371678 **Fax:** 7025670166

City Las Vegas **State** NV **Zip** 89123

E-mail Address chad.gwndesigns@gmail.com

I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

Property Owner Signature* _____

*An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps, and Parcel Maps.

Print Name Alon Elias

Subscribed and sworn before me

This _____ day of _____, 20 _____.

_____

See the attached for Notary

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case #
Meeting Date:
Total Fee:
Date Received:*
Received By:

PRJ-75630
03/13/19

*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

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)

1
2
3
4
5
6

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

Subscribed and sworn to ~~(or affirmed)~~ before me on this 25th day of July, 2018, by
Date *Month* *Year*
(1) Alon Elias
(and (2)), proved to me on the basis of satisfactory evidence to be the person~~(s)~~ who appeared before me.
Name~~(s)~~ of Signer~~(s)~~

SOON GYU GUIMM
Commission # 2137268
Notary Public - California
Los Angeles County
My Comm. Expires Jan 11, 2020

Signature Soon Gyu Guimm
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: No other signers

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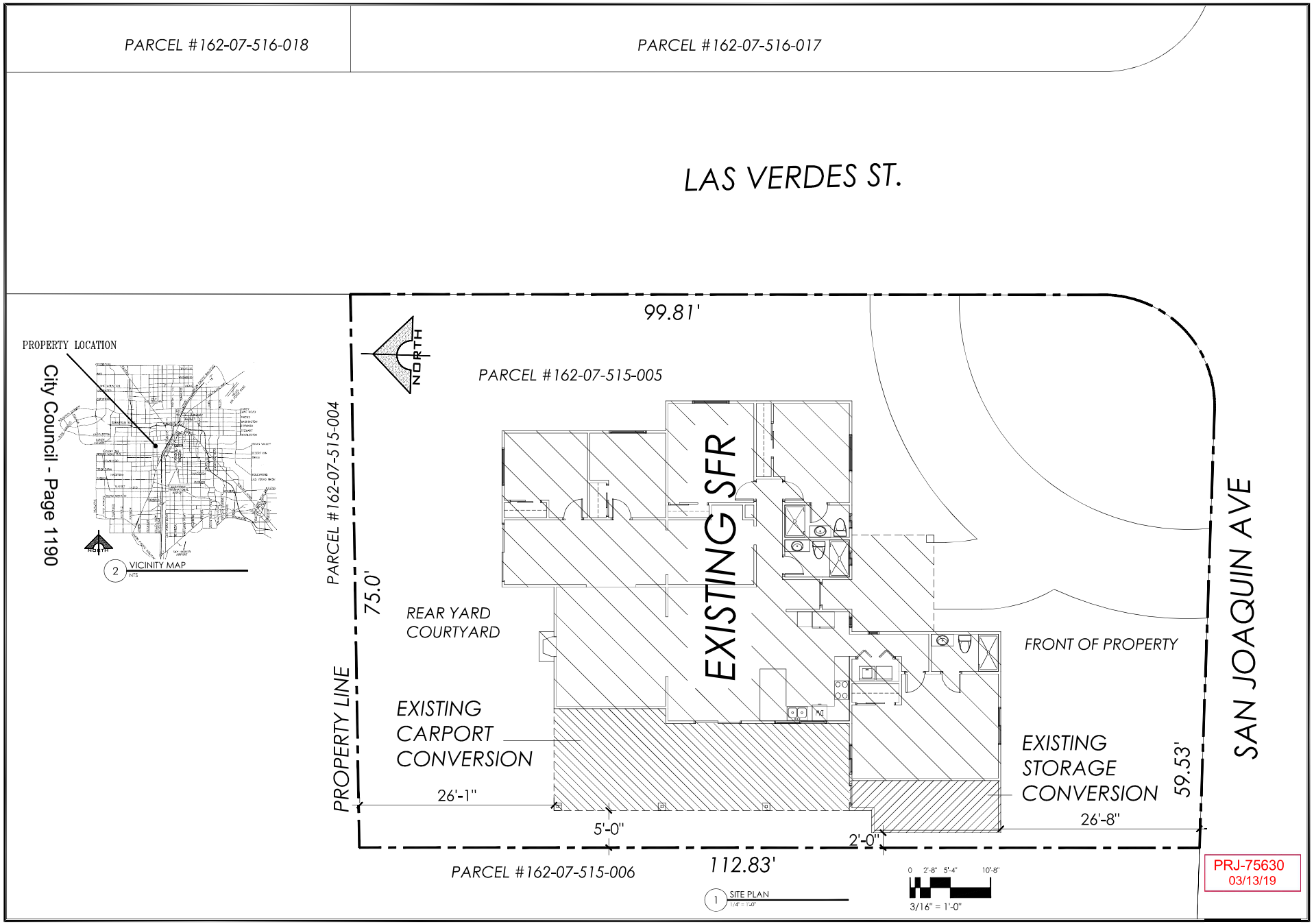
PRJ-75630
03/13/19



City Council - Page 1190

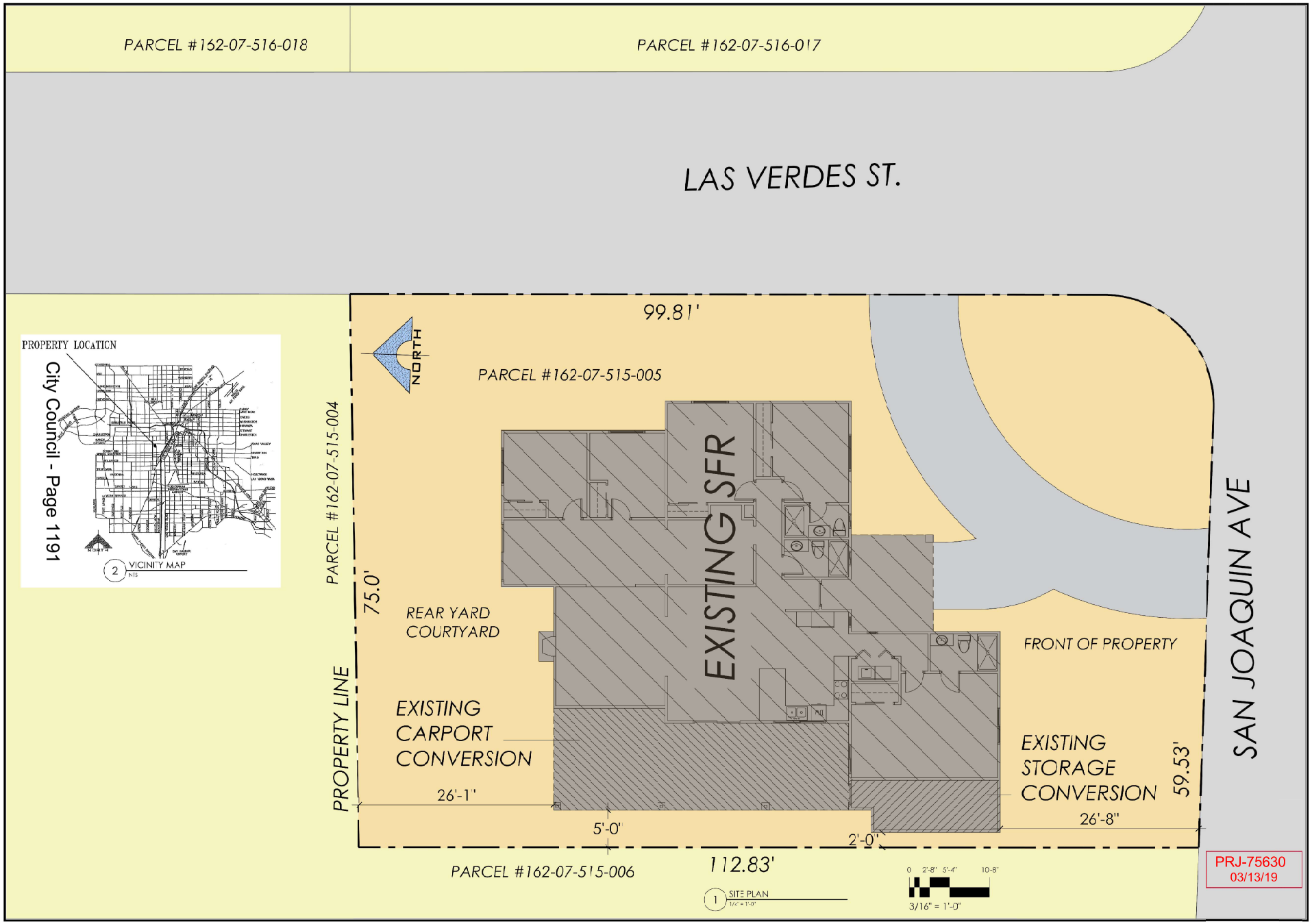
CONTRACTOR:

FRONTIER BUILDERS INT INC
8275 S. EASTERN AVE. SUITE 200-332
Las Vegas, Nevada 89123
(702) 567-0167 Lic. No. 76794

ELEVATIONS

ELIAS RESIDENCE
4000 SAN JOAQUIN AVE.
LAS VEGAS, NV
PARCEL # 162-07-515-005 - LOT 2 - BLOCK 6 - UNIT 2 - LAS VERDES HGTS

DRAWING NUMBER:
PRJ-75630_SP001
A-0



City Council - Page 1191

FRONTIER BUILDERS INT INC
8275 S. EASTERN AVE. SUITE 200-332
Las Vegas, Nevada 89123
(702) 567-0167 Lic. No. 76794

ELEVATIONS
ELIAS RESIDENCE
4000 SAN JOAQUIN AVE.
LAS VEGAS, NV
PARCEL # 162-07-515-005 - LOT 2 - BLOCK 6 - UNIT 2 - LAS VERDES HCTS

DRAWING NUMBER
PRJ-75630_SP002
A-0.1

FLOOR PLANS
ELIAS RESIDENCE
4000 SAN JOAQUIN AVE.
LAS VEGAS, NV
PARCEL # 162-07-516-006 - LOT 2 - BLOCK 6 - UNIT 2 - LAS VEGAS HGTS
FRONTIER BUILDERS INT INC
8275 S. EASTERN AVE. SUITE 200-332
Las Vegas, Nevada 89123
(702) 567-0167 Lic. No. 76794
CONTRACTOR
DRAWING NUMBER:
PRJ-75630_FP001
A-1
PRJ-75630
03/13/19
1/4" = 1'-0"
ORIGINAL FLOOR PLAN
1/4" = 1'-0"
BEDROOM
BATH
BATH
COVERED ENTRANCE
BATH
BEDROOM
STORAGE
KITCHEN
DW
BEDROOM
FAMILY ROOM
DINING
CAR PORT
BEDROOM
HALLWAY
BONUS ROOM
BEDROOM
7'-0"
17'-4"
3'-0"
39'-8"
13'-8"
3'-0"
NORTH

PRJ-75630
03/13/19

FLOOR PLANS

ELIAS RESIDENCE
4000 SAN JOAQUIN AVE.
LAS VEGAS, NV

PARCEL # 162-07-516-005 - LOT 2 - BLOCK 6 - UNIT 2 - LAS VEGAS HGTS

DRAWING NUMBER: PRJ-75630_FPH02
A-2

FRONTIER BUILDERS INT INC
8275 S. EASTERN AVE. SUITE 200-332
Las Vegas, Nevada 89123
(702) 567-0167 Lic. No. 76794

CONTRACTOR

DINING/FAMILY ROOM = 458 sqft
NAT LIGHT REQ'D = 36.64 sqft
NAT LIGHT PROV'D = 123 sqft
NAT VENT REQ'D = 18.32 sqft
NAT VENT PROV'D = 80 sqft

WALK IN CLOSET = 132 sqft
NAT LIGHT REQ'D = 0 sqft
NAT LIGHT PROV'D = 0 sqft
NAT VENT REQ'D = 0 sqft
NAT VENT PROV'D = 0 sqft

MASTER BEDROOM = 248 sqft
NAT LIGHT REQ'D = 19.84 sqft
NAT LIGHT PROV'D = 20 sqft
NAT VENT REQ'D = 9.92 sqft
NAT VENT PROV'D = 10 sqft

ELEVATIONS
ELIAS RESIDENCE
4000 SAN JOAQUIN AVE.
LAS VEGAS, NV
PARCEL # 162-07-515-005 - LOT 2 - BLOCK 6 - UNIT 2 - LAS VERDES HGTS
FRONTIER BUILDERS INT INC
8275 S. EASTERN AVE. SUITE 200-332
Las Vegas, Nevada 89123
(702) 567-0167 Lic. No. 76794
DRAWING NUMBER
PRJ-75630_EV002
A-4.1
PRJ-75630
03/13/19
1/4" = 1'-0"
0 2' 4' 8'
NORTH ELEVATION
1/4" = 1'-0"
SOUTH ELEVATION
1/4" = 1'-0"
WEST ELEVATION
1/4" = 1'-0"
EAST ELEVATION
1/4" = 1'-0"
3'-0"
13'-8"
17'-4"
42'-8"
8'-0"
13'-0"
9'-0"

ELEVATIONS

ELIAS RESIDENCE
4000 SAN JOAQUIN AVE.
LAS VEGAS, NV

PARCEL # 162-07-516-006 - LOT 2 - BLOCK 6 - UNIT 2 - LAS VEGAS HGTS

FRONTIER BUILDERS INT INC
8275 S. EASTERN AVE. SUITE 200-332
Las Vegas, Nevada 89123
(702) 567-0167 Lic. No. 76794

CONTRACTOR

DRAWING NUMBER:
PRJ-75630_EV001
A-3

PRJ-75630
03/13/19

1/4" = 1'-0"


PRJ-75630
Exterior - Along West
Property Line
PRJ75630_EX001


Interior Storage
Converted to W.I.C.
PRJ75630_EX002


PRJ-75630
08/13/19
Interior - Carport
Converted to Living Room
PRJ75630_EX003


PRJ-75630
Interior - Carport
Converted to Dining Room
PRJ75630_EX004


Interior Carport Conversion
to Livable Room to Kitchen
PRJ75630_EX005
PRJ-75630
03/13/19



ROC-76058 [PRJ-75630] - APPLICANT/OWNER: ALON ELIAS
4000 SAN JOAQUIN AVENUE

04/03/19

Cit

5. ✓

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING

ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

October 18, 2018

Mr. Elias Alon
115 North Sycamore Avenue
Los Angeles, California 90036

RE: VAR-74068 [PRJ-73195] - VARIANCE
CITY COUNCIL MEETING OF OCTOBER 17, 2018

Dear Mr. Alon:

The City Council at a regular meeting held on October 17, 2018 voted to ***APPROVE*** a request for a Variance TO ALLOW A TWO-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ADDITION TO A SINGLE FAMILY DWELLING at 4000 San Joaquin Avenue (APN 162-07-515-005), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-73195].

This approval is subject to the following conditions:

Planning

1. All unpermitted construction must obtain a building permit or be removed within 60 days of this approval. The applicant shall have 30 days to have a final inspection approved following the issuance of the building permit, unless extended by the Building Official.

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.

PRJ-75630
03/13/19

2 ✓

5. 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 October 18, 2018.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Mr. LaVar Short
Frontier Builders Int Inc
8275 South Eastern Avenue, Suites #200-332
Las Vegas, Nevada 89123

Mr. Chad Walker
Frontier Builders Int Inc
8275 South Eastern Avenue, Suites #200-332
Las Vegas, Nevada 89123

PRJ-75630
03/13/19

Justification Letter

A removal of conditions is being sought on a previously approved variance at 4000 San Joaquin Ave. The variance was for a setback on an existing storage that was built on the side of the existing SFR and at some point in the past was converted to a walk in closet, accessible from the master bedroom.

Once the variance was obtained, the plans were finished for permitting and were brought to the building department to obtain the permit. We were told that plan review was only offered at certain times of day so we would have to return in the afternoon.

On a second trip down, during the right time frame, after not being called up for almost 3 hours, I was finally told that it was too late to pull the permit that day and that I should come back another day.

Before going back down, it came to our attention that the Clark County Assessor was showing that the carport portion of the home was already converted to livable space so the plans were revised to only reflect the storage being converted to a walk in closet as both were originally on the permit drawings. Then when going back down to the building department to obtain the permit, I was stopped at the planning department because we were a couple of days over the time frame condition in the variance. We were also told that even though the Assessor showed the carport as being converted, there were no plans on record so we would have to revise the plans back to the way they were originally to include the carport in the permit.

The planning department told me that the time frame condition wasn't logical and should be removed but that they did not have the power to remove the condition without a new submittal for it. While preparing to submit for the removal of conditions for the time constraints, we have now been informed from the current planner that we are working with that there were actually permits pulled in the past, in the 1960's, but that there is no record of the final inspections having taken place to final out the permits. We have shown the plans that we have ready to permit to both the building and planning departments to show that we are prepared to pull the permits and have the inspections take place. It is our objective with this removal of conditions to have the time constraint removed so we can finish up this project and make these old room additions legal and up to code.

Chad Walker
Frontier Builders Int Inc
Drafter / Plans Expediter
2/8/19



PRJ-75630
03/13/19

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
79

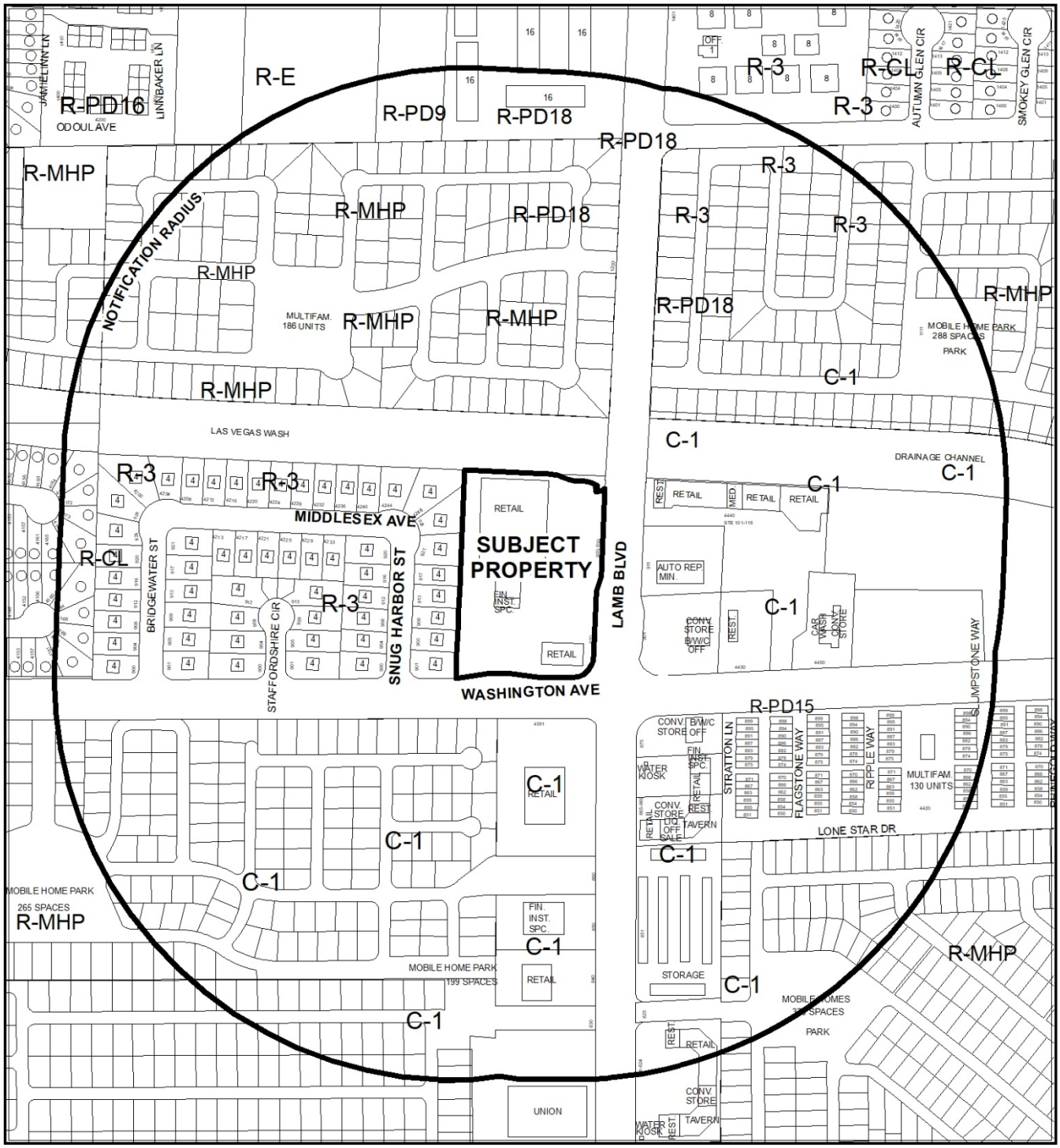
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
RQR-74666 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: NORTH LAMB QALICB, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-64430) FOR A PUBLIC OR PRIVATE SCHOOL, PRIMARY USE at 900 North Lamb Boulevard (APN 140-30-601-016), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-75795]. Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommend APPROVAL, subject to conditions

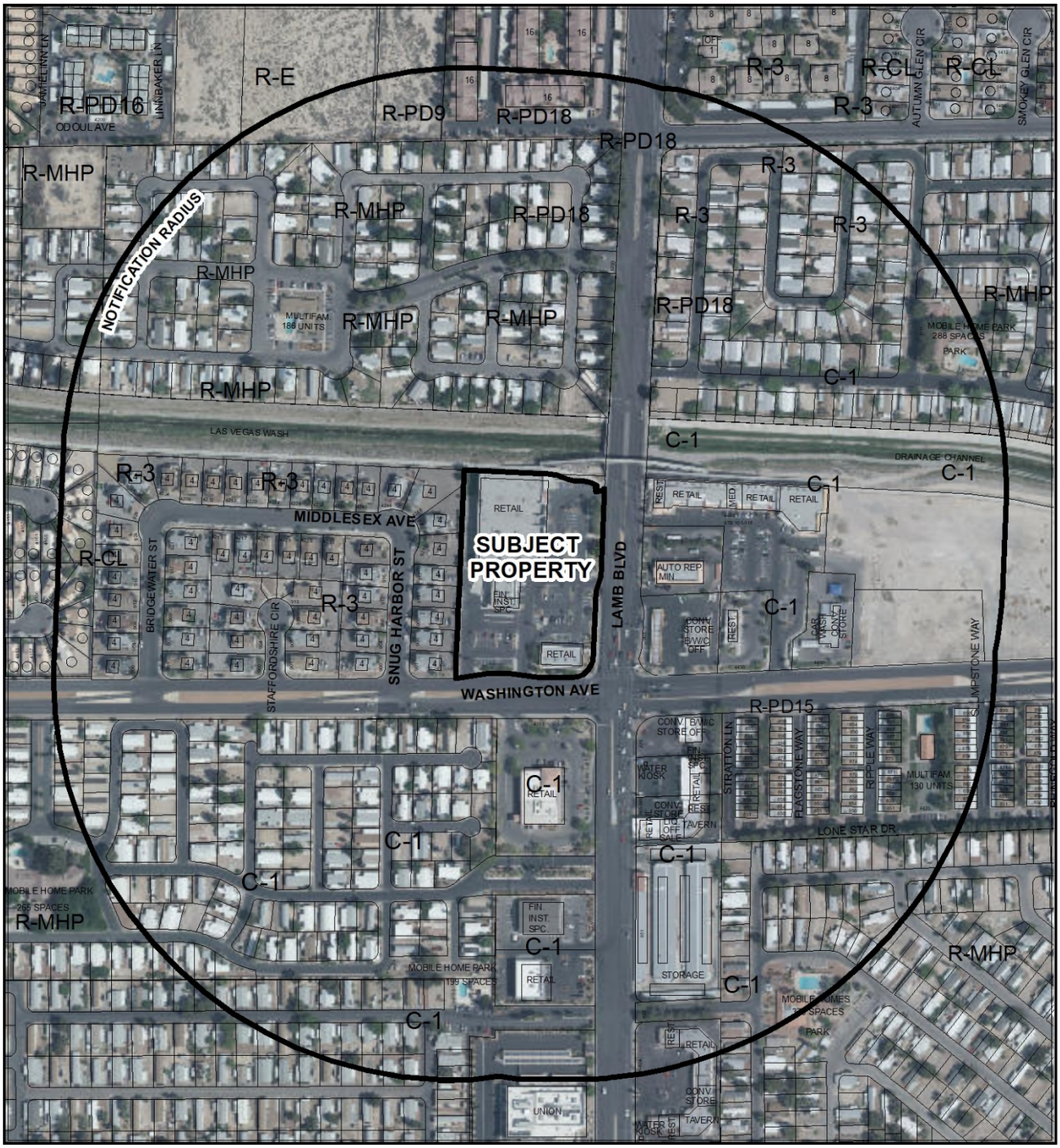
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - RQR-71879
6. City Council Approval Letter - SUP-64430 [PRJ-64384]
7. Supplemental Justification Documentation and Traffic Study
8. Justification Letter
9. Submitted after Final Agenda - Protest Postcards



CASE: **RQR-74666**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 285 570 Feet

CASE: **RQR-74666**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: MAY 1, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: NORTH LAMB QALICB, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
RQR-74666	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NOTICES MAILED 1,484 (By Planning)

APPROVALS 0

PROTESTS 0

**** CONDITIONS ****

RQR-74666 CONDITIONS

Planning

1. This Special Use Permit shall be reviewed by the City Council in one (1) year, at which time the City Council may require the Public or Private School, Primary use be removed, approved for additional students or approved for a reduction in students for the upcoming school year. The applicant shall be responsible for notification costs of the review.

2. Conformance to the approved conditions for Special Use Permit (SUP-64430) and Site Development Plan Review (SDR-64431).

3. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SS

Public Works

4. There shall be an administrative review 60 days after the school has opened for the 2020-2021 school year to ensure compliance with the approved update to the Traffic Impact Analysis as it relates to the school pick-up and drop-off plan and the overall school traffic operations. Corrections for any non-compliance issues must be completed by the applicant within 60 days of written notice from the City.

5. An additional update to the Traffic Study is required prior to any further increase in the number of students over 475.

6. Applicant shall modify the median in Washington Avenue on the east side of Bridgewater Street to provide storage for a westbound to eastbound U-turn. The design shall be approved by the City Traffic Engineer, and shall be constructed prior to the beginning of the 2020-2021 school year, unless otherwise allowed by the City Traffic Engineer.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a required one-year review of an approved Special Use Permit (SUP-64430) for a Public or Private School, Primary use at 900 North Lamb Boulevard.

ISSUES

- This is the second Required Review for the Public or Private School, Primary use.
- Based on the latest update to the traffic impact analysis dated March 12, 2019, the applicant is requesting no future reviews. However, staff recommends another review in one year to determine how planned expansion will affect traffic circulation in the area for the 2020-2021 school year.

ANALYSIS

This is the second Required Review of the Public or Primary School, Primary use at this location. The use was approved July 20, 2016 for a maximum of 150 students, subject to a review in March 2018 prior to adding up to 150 more students for the 2018-19 school year. This review was approved, subject to an update to the traffic impact analysis for any student increase over 300 plus a one-year review to determine viability of the use. Per condition of approval of the original Special Use Permit (SUP-64430), the maximum student population cannot exceed 586 as indicated in the approved traffic impact analysis.

According to the applicant, the current student population is 300. At this time, the applicant would like to add 25 students for a total of 325. An update to the traffic impact analysis was submitted to the Department of Public Works – Traffic Engineering Division and approved March 18, 2019. According to the updated study, site circulation is operating as described in the original study and drop-off and pick-up queuing has not had a negative effect on traffic circulation on the adjacent public rights-of-way.

The applicant anticipates adding students in the future up to the maximum of 586; however, based on the updated traffic impact analysis, the applicant requests that no additional reviews be imposed.

FINDINGS (RQR-74666)

Staff notes that this Required Review was imposed by the City Council as a condition of approval of RQR-71879. We also note that an update to the approved Traffic Impact Analysis (TIA) has been submitted and approved subject to the City Council's action on this Required Review. Based on the review of the TIA update, the site appears to adequately support up to a maximum of 475 students. Based on the applicant's current plans for school expansion, staff recommends that the Special Use Permit (SUP-64430) be reviewed again for the 2020-2021 school year. No review is needed for the 2019-2020 school year.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
09/19/01	The City Council approved a request for a Site Development Plan Review [Z-0041-01(1)] for a proposed 45,309 square-foot commercial center on 4.09 acres at the northwest corner of Lamb Boulevard and Washington Avenue. The Planning Commission and staff recommended approval.
09/21/05	The City Council approved a request for a Site Development Plan Review (SDR-7968) for a 5,000 square-foot retail building in conjunction with an existing shopping center with Waivers of the 60% glazing requirements and a reduction of foundation and parking area landscaping standards on 4.09 acres at the northwest corner of Lamb Boulevard and Washington Avenue. The Planning Commission and staff recommended approval.
06/22/16	The Department of Public Works – Traffic Engineering Division approved a traffic impact analysis for a proposed 150-student charter school at 900 North Lamb Boulevard.
07/20/16	The City Council approved a request for a Special Use Permit (SUP-64430) for a Public or Private School, Primary use at 900 North Lamb Boulevard. The Planning Commission recommended approval and staff recommended denial, subject to review in March 2018.
	The City Council approved a request for a Site Development Plan Review (SDR-64431) for conversion of an existing 48,280 square-foot shopping center to a proposed private primary school on 3.96 acres at 900 North Lamb Boulevard. The Planning Commission recommended approval and staff recommended denial.
12/21/17	The Department of Public Works – Traffic Engineering Division approved an update to a traffic impact analysis for a primary charter school at 900 North Lamb Boulevard, subject to another update once the student population reaches 300 students.
03/07/18	The City Council approved a Required Review (RQR-71879) for a Public or Private School, Primary use at 900 North Lamb Boulevard, subject to a one-year review.

Most Recent Change of Ownership	
08/17/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/27/03	A building permit (#03022957) was issued for a shell building at 920 North Lamb Boulevard. The permit was finalized on 12/18/03.
11/01/07	A building permit (#07003105) was issued for a retail building at 900 North Lamb Boulevard. The permit was finalized on 06/03/08.

Pre-Application Meeting
A pre-application meeting is not required. However, a meeting was held on 02/13/19 after the applicant requested a Review of Condition of the original Special Use Permit and the subsequent Required Review of the Special Use Permit approval to eliminate any further reviews. The applicant then chose to continue with the scheduled Required Review and request no future reviews.

Neighborhood Meeting
A neighborhood meeting is not required, nor was one held.

Field Check	
02/21/19	The site is a former shopping center with surface parking facilities. The parking lot was empty on the day of the field check.

Details of Application Request	
Site Area	
Net Acres	3.96

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Public or Private School, Primary	SC (Service Commercial)	C-1 (Limited Commercial)
North	Drainage Channel	PF (Public Facilities)	N/A
South	General Retail Store, Other Than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
	Beer/Wine/Cooler Off-Sale Establishment		
	Mobile Home Park	ML (Medium Low Density Residential)	R-MHP (Mobile/Manufactured Home Residential)
East	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
	Beer/Wine/Cooler Off-Sale Establishment		
	Auto Repair Garage, Minor		
West	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density 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

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Washington Ave	Primary Arterial	Master Plan of Streets and Highways	100	Y
Lamb Blvd	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	
Public or Private School, Primary	29 classrooms	3 spaces per classroom	87				
TOTAL SPACES REQUIRED			87		127		Y
Regular and Handicap Spaces Required			83	4	123	4	Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Total Fee	
Date Received	
Received By	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Required Review

Project Address (Location) 920 N. Lamb Boulevard

Project Name Futuro Academy **Proposed Use**

Assessor's Parcel #(s) 140-30-601-016 **Ward #** 3 - Coffin

General Plan: Existing **Proposed** **Zoning: Existing** **Proposed**

Additional Information RQR-74666

PROPERTY OWNER North Lamb QALICB, LLC c/o CSDC Property Corporation
Address 7880 Milestone Pkwy #425, Hanover State MD Zip 21046
E-mail lfiemann@csdc.org Phone (480) 270-8594

APPLICANT Charter Schools Development Corporation
Address 26546 North Alma School Road, Suite 115, Scottsdale State AZ Zip 85255
E-mail lfiemann@csdc.org Phone (480) 270-8594

REPRESENTATIVE Bob Gronauer - Kaempfer Crowell
Address 1980 Festival Plaza Drive, Suite 650, Las Vegas State NV Zip 89135
E-mail rjg@kcnvlaw.com Phone 702-792-7000

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)**

Partner(s)

• 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 the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.

• Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name REBECCA SECREST

SUMMER MICHELLE LOVE
Notary Public-Maryland
Anne Arundel County
My Commission Expires
June 02, 2021

Subscribed and sworn before me

This 14th day of February, 20 19

Anne Arundle County, MD
Notary Public in and for said County and State

PRJ-75795
02/20/19

PRJ-75795
02/19/19



Landscape Plan

PRJ-75795
02/19/19

City Council - Page 1216

PLANT SCHEDULE

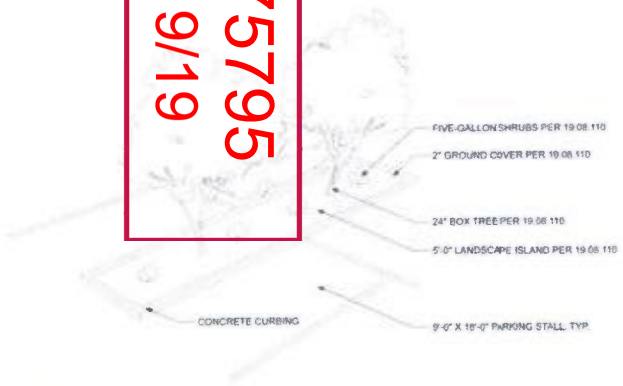
- 24 GALLON TREE: PARKINSONIA DESERT MUSEUM PALO VERDE, MESQUITE OR ACACIA STENOPHYLLA SHOESTRING ACACIA
- 5 GALLON, HESPERALOE PARVIFLORA 'RED' RED YUCCA, ACACIA REDOLENS 'DESERT CARPET' TRAILING ACACIA, LEUCOPHYLLUM LANGMANIAE 'RIO BRAVO' TEXAS RANGER. 4 FOR EVERY TREE
- 2" DEPTH DECOMPOSED GRANITE TO MATCH EXISTING, SIMILAR TO 3/8" - 1/2" MOHAVE GOLD

LANDSCAPE NOTES:
1. ALL REQUIRED PLANTS SHALL CONSIST OF MATERIALS SELECTED FROM THE PLANT LIST IN SOUTHERN NEVADA REGIONAL PLANNING COALITION'S REGIONAL PLANT LIST, INCLUDING CACTUS, AND ANNUAL AND PERENNIAL FLOWERS
2. ROOT SHIELD REQUIRED PER TITLE 30 30.64-2 AND 30.64-3 FOR TREES
3. ALL NEW GROUND COVER WHERE ABUTS TO HARDSCAPE TO BE 1" BELOW HARDSCAPE

LEGEND

- EXISTING TREE TO REMAIN
- NEW TREE PER 19.08.110 REQUIREMENTS
- SIGHT VISIBILITY RESTRICTION ZONE (SVRZ) SHALL BE PROVIDED AT ALL INTERSECTIONS AND DRIVEWAYS PER STANDARD DRAWING NO. 201.2 OF UNIFORM STANDARD DRAWINGS, CLARK COUNTY AREA
- REQUIRED LANDSCAPE BUFFERS PER 19.08.070 AND 19.08.040(F); PARKING ISLANDS PER 19.08.110 REQUIREMENTS

NEW EAST



NOTE:
EXISTING LANDSCAPE TO REMAIN. ANY LANDSCAPE REMOVED SHALL BE REPLACED PER 19.08.110

Standard Landscape Island



NOTE:
EXISTING LANDSCAPE TO REMAIN. ANY LANDSCAPE REMOVED SHALL BE REPLACED PER 19.08.040(F). LANDSCAPE AT RIGHT-OF-WAYS TO COMPLY WITH 19.02.180 AND STANDARD DRAWING NO. 201.2 OF THE UNIFORM STANDARD DRAWINGS, CLARK COUNTY AREA

Standard Planting Requirements: Landscape Buffers

NOT FOR CONSTRUCTION
FIELD VERIFY MEASUREMENTS

winslow + partners
architecture planning interior design

ANNE JOHNSON, AIA
architecture • graphics

Las Vegas Charter School - TI
Charter Schools Development Corporation

SHEET TITLE
Landscape Details

DATE OF ISSUE
04.06.19

LP001

FP005

ANNE JOHNSON, AIA
architecture ◆ graphics
1489 W. Warm Springs Rd., Suite 110
Henderson, NV 89014 phone: (702) 553-3323

winslow + partners
architecture planning interior design
112 n. central avenue, suite 300, phoenix, AZ
602.296.7860 phone 602.680.4923 fax

Las Vegas Charter School - TI
900 N. LAMB BOULEVARD
LAS VEGAS NV 89110
APN# 140-30-601-016

Charter Schools
Development Corporation

SHEET TITLE
Ph III: A floor plan

DATE OF ISSUE:
04.06.16

FP005

Plotted On: 4/26/16

PRJ-75795
02/19/19

FP006

ANNE JOHNSON, AIA
architecture ◆ graphics
1489 W. Warm Springs Rd., Suite 110
Henderson, NV 89014 phone: (702) 553-3323

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602.296.7860 phone 602.880.4923 fax

Las Vegas Charter School - TI
900 N. LAMB BOULEVARD
LAS VEGAS NV 89110

Charter Schools Development Corporation
APN# 140-30-601-016

SHEET TITLE	Ph III: A/B floor plan
DATE OF ISSUE:	04.06.16

FP006

Plotted On: 4/26/16

PRJ-75795
02/19/19



BLDG A EAST ELEVATION



SOUTH ELEVATION



A NORTHWEST CORNER
NOT TO SCALE



NORTH ELEVATION
NOT TO SCALE



WEST ELEVATION
NOT TO SCALE



WEST ELEVATION CONTINUED

ELEVATION GENERAL NOTES:

A. Existing paint color scheme to remain.
B. Patch / paint any significant noticeable problem areas on elevations to match adjacent.
C. Any new paint to extend corner-to-corner of entire surface.
D. Existing light fixtures to be evaluated. Keep all existing functional fixtures. Repair / replace any which are non-functioning.
E. U.N.O. all existing elements of facade and fenestration to remain as is.

ELEVATION KEYNOTES:

1. Existing stucco frame feature to remain. Paint / patch near surface corner to corner.
2. Existing tenant signage to be removed. Patch / paint area behind. (When this phase of work to be completed)
3. Remove existing window graphics, all passes (work by others). Refer to phasing plan for timing of work.
4. Existing signage to be updated per tenant occupation and owner direction depending on timing of phase.
5. Paint / patch contrasting area with adjacent color, corner-to-corner.
6. Existing neon light string to be removed. Patch any areas if necessary.
7. New signage to be provided by future tenants.
8. Paint door to match existing adjacent field color.

ELEVATION PAINT SWATCHES:

SW 7002 Downy
SW 6339 Creamery
SW 6054 CanyonClay

NOT FOR CONSTRUCTION
FIELD VERIFY MEASUREMENTS

winslow + partners
architecture planning interior design
112 n. central avenue, suite 200 phoenix az 85004 o 602 298 7880

ANNE JOHNSON, AIA
architecture • graphics
1490 N. Warm Springs Rd., Suite 110
Henderson, NV 89014 phone (702) 233-3323

Las Vegas Charter School - TI
900 N. LAMB BOULEVARD
LAS VEGAS NV 89110

CSDC Property Corporation
APN# 140-30-601-018

SHEET TITLE
building A elevations

DATE OF ISSUE:
04.06.16

EV001

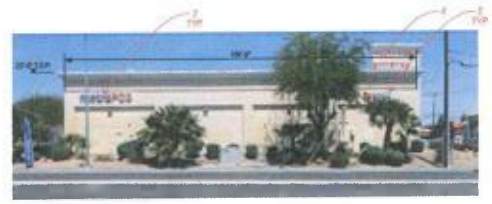
Plotted On: 4/28/16

EV001

PRJ-75795
02/19/19



BLDG B EAST ELEVATION



BLDG B SOUTH ELEVATION



BLDG B WEST ELEVATION



BLDG B NORTH ELEVATION

ELEVATION GENERAL NOTES:

A. Existing paint color-scheme to remain.

B. Patch / paint any significant noticeable problem-areas on elevations to match adjacent.

C. Any new paint to extend corner-to-corner of entire surface.

D. Existing light fixtures to be evaluated- keep all existing functional fixtures. Repair / replace any which are non-functioning.

E. U.N.O. all existing elements of facade and fenestration to remain as-is.

ELEVATION KEYNOTES:

1. Existing stucco frame fixture to remain. Paint / patch inner surface corner to corner.
2. Existing tenant signage to be removed. Patch / paint area behind. (When this phase of work to be completed)
3. Remove existing window graphics, all panes (work by others). Refer to phasing plan for timing of work.
4. Existing signage to be updated per tenant occupation and owner direction depending on timing of phase.
5. Paint / patch contrasting area with adjacent color, corner-to-corner.
6. Existing neon light string to be removed. Patch any areas if necessary.
7. New signage to be provided by future tenants.
8. Paint door to match existing adjacent field color.

ELEVATION PAINT SWATCHES:

SW 7002 Downy

SW 6392 Creamery

SW 6004 CanyonClay

NOT FOR CONSTRUCTION

FIELD VERIFY MEASUREMENTS

winslow + partners
architecture planning interior design
112 n. central avenue, suite 300 phoenix az 85004 • 602 296 7880

ANNE JOHNSON, AIA
architecture • graphics
1489 W. Warm Springs Rd., Suite 110
Henderson, NV 89014 phone: (702) 555-3325

Las Vegas Charter School - TI
900 N. LAMB BOULEVARD
LAS VEGAS NV 89110

CSOC Property Corporation
APN# 140-30-601-016

SHEET TITLE
building B elevation

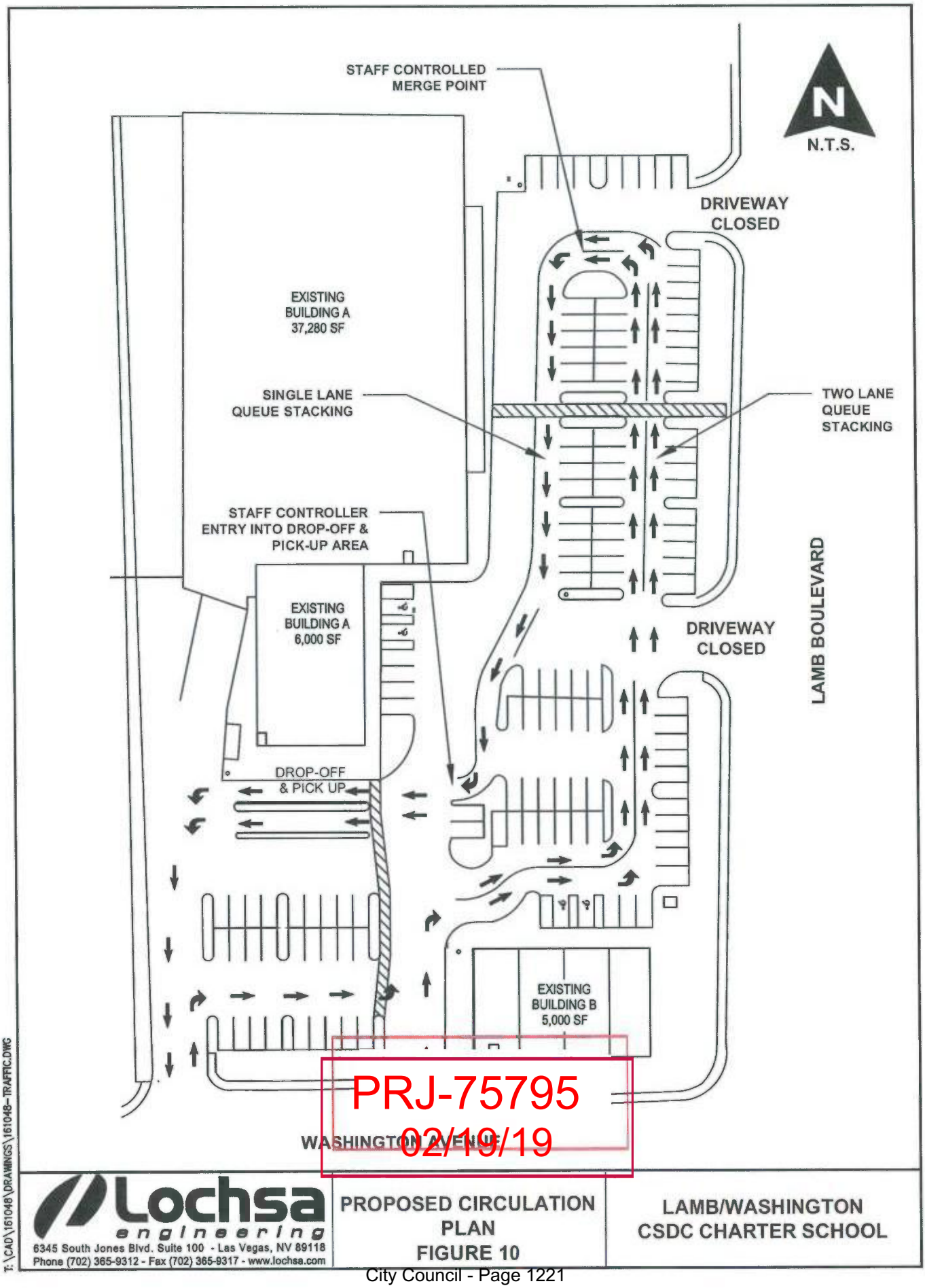
DATE OF ISSUE:
04.08.16

EV002

Plotted On: 4/28/16

EV002

PRJ-75795
02/19/19



PRJ-75795
02/19/19

T:\CAD\161048\DRAWINGS\161048--TRAFFIC.DWG

Lochsa engineering
6345 South Jones Blvd. Suite 100 - Las Vegas, NV 89118
Phone (702) 365-9312 - Fax (702) 365-9317 - www.lochsa.com

PROPOSED CIRCULATION PLAN
FIGURE 10

LAMB/WASHINGTON
CSDC CHARTER SCHOOL



RQR-74666 [PRJ-75795] - APPLICANT/OWNER: NORTH LAMB QALICB, LLC
900 LAMB BOULEVARD

02/21/19

City



RQR-74666 [PRJ-75795] - APPLICANT/OWNER: NORTH LAMB QALICB, LLC
900 LAMB BOULEVARD

02/21/19

City



RQR-74666 [PRJ-75795] - APPLICANT/OWNER: NORTH LAMB QALICB, LLC
900 LAMB BOULEVARD

02/21/19

Cit



RQR-74666 [PRJ-75795] - APPLICANT/OWNER: NORTH LAMB QALICB, LLC
900 LAMB BOULEVARD

02/21/19

City

LAS VEGAS CITY COUNCIL
CAROLYN G GOODMAN
Mayor
LOIS TARKANIAN
Mayor Pro Tem
STAVROS S. ANTHONY
BOB COFFIN
STEVEN G SEROKA
MICHELE FIORE

SCOTT D ADAMS
City Manager

March 8, 2018

Ms. Laura Fiemann
North Lamb QALICB, LLC
6731 Columbia Gateway Drive, Suite #220
Columbia, Maryland 21046

RE: RQR-71879 - REQUIRED REVIEW - PUBLIC HEARING
CITY COUNCIL MEETING OF MARCH 7, 2018

Dear Ms Fiemann

The City Council at a regular meeting held on March 7, 2018 voted to ***APPROVE*** a Required Review of an approved Special Use Permit (SUP-64430) FOR A PROPOSED PUBLIC OR PRIVATE SCHOOL, PRIMARY USE at 900 North Lamb Boulevard (APN 140-30-601-016), C-1 (Limited Commercial) Zone, Ward 3 (Coffin).

This approval is subject to the following conditions:

Planning

1. An additional update to the Traffic Study is required prior to any further increase in the number of students over 300.

2 The Special Use Permit shall be reviewed in one (1) year, at which time the City Council may require the school use to be removed, approved, approved for additional students or approved for a reduction in the amount of students for the following school year

3. Conformance to the approved conditions for Special Use Permit (SUP-64430) and Site Development Plan Review (SDR-64431).

4 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 March 8 2018

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS.PL clb

PRJ-75795
02/19/19

CITY HALL
495 S. MAIN ST.
LAS VEGAS, NV 89101
702.229 6011 | VOICE
711 | TTY

cityoflasvegas
lasvegasnevada.gov

5.V

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 702.474.0352
TTY 7-1-1
www.lasvegasnevada.gov

/city of las vegas

3V

July 21, 2016

Mr. Young Kim
CKWY Vegas
3250 Wilshire Boulevard, Suite #1805
Los Angeles, California 90010

RE: SUP-64430 [PRJ-64384] - SPECIAL USE PERMIT RELATED TO SDR-64431
CITY COUNCIL MEETING OF JULY 20, 2016

Dear Mr. Kim:

The City Council at a regular meeting held on July 20, 2016 ***APPROVED*** a request for a Special Use Permit FOR A PROPOSED PUBLIC OR PRIVATE SCHOOL, PRIMARY USE at 900 North Lamb Boulevard (APN 140-30-601-016), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-64384].

This approval is subject to the following conditions:

Planning

1. This Special Use Permit shall be reviewed at a City Council meeting in March of 2018, at which time the City Council may require the school use to be removed; or approve the addition of another 150 students for the 2018 school year. 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 use be removed. The required review shall be conducted in conjunction with the City's Traffic Engineer's evaluation of the on-site circulation, as well as secondary impacts to the adjacent roadway network and surrounding neighborhoods and businesses. Subsequent annual reviews will be necessary to add any additional students.

2. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Public or Private School, Primary use.

3. Approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-64431) shall be required.

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.

PRJ-75795
02/19/19

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, 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.

Public Works

8. The number of students for this site is limited to a maximum of 150 students, unless a required review increasing the number of students allowed is approved. In no case shall the number students exceed 586.

9. Prior to operating as a school, construct school zone flashers on Washington Avenue and Lamb Boulevard meeting the approval of the City Traffic Engineer unless specifically not required in the approved Traffic Impact Analysis.

10. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, or compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

PRJ-75795
02/19/19

11. There shall be an administrative review 60 days after the school has opened to insure compliance with the approved Traffic Impact Analysis as it relates to the school pick-up and drop-off plan and the overall school traffic operations. Corrections for any non-compliance issues must be completed by the applicant within 60 days of written notice from the City.

The Notice of Final Action was filed with the Las Vegas City Clerk on July 21, 2016.

Sincerely,

Thomas A. Perrigo
Director
Department of Planning

TAP:clb

cc: Ms. Laura Fiemann
CSDC Property Corporation
6731 Columbia Gateway Drive, Suite #220
Columbia, Maryland 21046

Ms. Anne Johnson
Anne Johnson, AIA
1489 Warm Springs Road, Suite #110
Henderson, Nevada 89104

PRJ-75795
02/19/19

T 702-365-9312 | F 702-365-9317
6345 S Jones Blvd, Suite 100
Las Vegas, NV 89118

Lochsa engineering

March 12, 2019

Mr. Rick Schroder, P.E.
Transportation Planning
City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

Subject: Futuro Academy at Lamb Blvd and Washington Ave
LEN: 191032

Dear Mr. Schroder,

The traffic impact analysis for Futuro Academy was approved by the City of Las Vegas under tracking number T64661 on June 22, 2016. As part of the conditions of this approval an update was required to be submitted after opening to determine if the proposed on-site circulation was operating as stated per the approved traffic impact analysis. An updated to the traffic impact analysis was conducted in 2017 and approved by the City of Las Vegas under tracking number T72330 on December 12, 2017. Condition #2 of the Futuro Academy #1 approval letter was for any student request above 300 students, a further update would be required. The initial approval letter and the update approval letter are included within Appendix A of this submittal. At the current time Futuro Academy is requesting an increase of the maximum student count to 325 students as such an additional update to the initial traffic study is required.

Futuro Academy is located on the northwest corner of Lamb Boulevard at Washington Avenue and is addressed as 920 N. Lamb Boulevard. This parcel is also referred to as assessor parcel number 140-30-601-016. The school bell times operate at 8:00 am until 4:00 pm. In addition the school offers breakfast in the morning which results in the campus opening at 7:30 am. Currently the school consists of grade levels kindergarten through 2nd with 260 students enrolled with a kindergarten enrollment of 100 students.

The school operations were observed by staff from the City of Las Vegas and Lochsa Engineering on March 5, 2019. These observations occurred during the AM drop off time period and the PM pick up time period. During the AM drop off time, parents were allowed to drop off students starting at 7:30 AM until 8:00 AM. During the PM pick up time, kindergarten was released first starting at 3:30 PM until approximately 3:45 PM and grades 1st and 2nd were picked up starting approximately 3:45 PM until 4:15 PM. Observations were performed 1 hour prior to the bell time and until the site was cleared of traffic after the bell time. Refer to Appendix B for the recorded queue observations.

Based upon the observations at the school site, the circulation pattern is operating as described per the traffic study. During the observations the queue was contained on-site and did not impact the public right of way.

The increase of enrollment would allow for the addition of 3rd grade at the school. Based on the current student load, this will allow a class of 75 kindergartens to be admitted to the school for the

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2019-2020 school year for a total school population of 325 students. This will result in a population increase of 25 percent based on the current school population (325/260 = 1.25). The vehicle queue is a direct result of the school population, as the student population increases the queue would be anticipated to increase also. The current school queue length has a capacity to handle a maximum of 45 vehicles. The peak observed AM drop off queue was 14 vehicles and the peak PM pick up queue was 30 vehicles for kindergarten pick up and 18 vehicles for the 1st/2nd grade pick up. As the class size of the kindergarten is set at a planned 75 students per year, it is not anticipated that the kindergarten queue shall significantly fluctuate. Based on the current demands, the queue currently has an excess storage capacity of 27 vehicles (45 vehicles-18 vehicles = 27 vehicles). The AM demand would anticipated to increase by 25 percent which would result in an anticipated queue of 18 vehicles (14 vehicles x 1.25 = 17.5 or 18 vehicles.) The PM pick up queue would be based on the increase in that pick up student population ((325 students-75 K students)/(260 students-100 K students) = 1.56). Based upon this, the anticipated afternoon non-kindergarten pickup would increase to 29 vehicles (18 x 1.56 = 28.08 vehicles). Based upon the observations, the school is anticipated to have sufficient capacity to allow for the increase in student population for the year 2019-2020.

An additional request by Futuro Academy with the increase of the student population is the potential to eliminate future observations of the school queue. The original traffic study maximum student population was defined as 586 students. It is noted that the queue analysis was done based on a split bell time of 293 students per bell time. Based on the actual observations of the site, the queue currently operates more efficiently than the data that was utilized in the original traffic study.

Utilizing the observed queue data, the anticipated full build-out queue was reanalyzed. The anticipated AM drop off is anticipated to increase by 225 percent (586 students/260 student = 2.25). Based upon the observed queue length of 14 vehicles this would equate to an anticipated queue length of 32 vehicles (14 vehicles x 2.25 = 31.5 or 32 vehicles). This would represent 71 percent of the available queue storage capacity.

The kindergarten PM pick up queue is not anticipated to change due to no projected increase in the class size in relation to the class size was when the observations were conducted. The queue is anticipated to continue to be similar to the observed queue of 30 vehicles during this time period.

The 1st and above grade level pick up operations are based on student population of 160 students at the time of the queue observations. Based upon a planned kindergarten population of 75 students, the anticipated build out population of 1st grade and higher would be 511 students. The anticipated PM pick up would be anticipated to increase by 313 percent (511 students/160 students = 3.125) Based upon an observed queue length of 18 vehicles this would equate to an anticipated queue length of 57 vehicles (18 vehicles x 3.14 = 56.34 or 57 vehicles). This would exceed the provided queue by 12 vehicles or 26 percent. As such future observations may be necessary to determine if provided queue is sufficient. This observations should only be required when based on the existing observations the projected queue is anticipated to be longer than the provided queue. In this case the current queue of 18 vehicles is 40 percent of the current capacity. With a current 1st/2nd grade population of 160 students, it is anticipated the maximum number of students that would result in the entire queue length being utilized would be 400 students (160 students/0.40 = 400 students).

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www.lochsa.com | Las Vegas | Boise | Denver

With a planned kindergarten population of 75 students, the entire student body would be 475 students.

Based upon the observations, the school should be allowed to increase to the anticipated 325 students for the 2019-2020 school year. Additionally future queue observations should only be required when the school population exceeds 475 students.

If you have any additional questions or comments, please contact our office at your convenience.

Sincerely,
Lochsa Engineering

Demetrius Karanikolas, PE, PTOE
Principal



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APPENDIX A

Futuro Academy TIA Approval Letters

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03/18/19

December 21, 2017

Demetrius K. Karanikolas, P.E.
Lochsa Engineering
6345 S. Jones Boulevard, Suite 100
Las Vegas, NV 89118

RE: Futuro Academy Update #1, SUP 64430, T72330

Dear Mr. Karanikolas:

The Transportation Engineering Division of the City of Las Vegas has reviewed the update for a carter school located on the northeast corner of Washington Avenue and Lamb Boulevard. An update is required per SUP 64430, which states "The number of students for this site is limited to a maximum of 150 students, unless a required review is approved increasing the number of students allowed. In no case shall the number of students excess 586." SUP 64430 further states "This Special Use Permit shall be reviewed at a City Council meeting in March of 2018, at which time the City Council may require the school use to be removed or approve the addition of another 150 students for the 2018 school year. 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 use be removed. The required review shall be conducted in conjunction with the City's Traffic Engineer's evaluation of the on-site circulation, as well as secondary impacts to the adjacent roadway network and surrounding neighborhoods and businesses. Subsequent annual reviews will be necessary to add any additional students." The approved update satisfies the requirement for a review in conjunction with the City's Traffic Engineer. The update has been approved, with the following conditions:

1. Currently, approximately 100 students are enrolled in kindergarten and 1st Grade. The circulation plan for student drop-off/pick-up approved with the original analysis, T64661, was being used at the time of the site visit, November 14, 2017. This circulation plan appears to be adequate to support an increase in the student population to a maximum of 300 students.

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2. An additional update is required prior to any further increase in the number of students over 300.

This approval does not supersede or eliminate conditions of approval imposed by the Planning Commission and/or the City Council. An addendum to this traffic study may be required if the development of the site occurs in a manner not in keeping with the land use assumptions contained in the report. Please contact me at 229-2452 if you have any questions.

Sincerely,

Rick Schroder, P.E.
Transportation Planning

RES

cc: Mike Janssen, P.E.
Gena Kendall, P.E.
Christina Karanikolas, P.E.
Bart Anderson, P.E.
Joseph Corrado
file

PRJ-75795
03/18/19

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
MAYOR
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JORGE CERVANTES
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EXECUTIVE DIRECTOR,
COMMUNITY DEVELOPMENT

DAVID N. BOWERS
P.E., PTOE
PUBLIC WORKS DIRECTOR

June 22, 2015

Ted T. Egerton, P.E.
Lochsa Engineering
6345 S. Jones Boulevard, Suite 100
Las Vegas, NV 89118

RE: Traffic Impact Analysis for a Charter School , northwest corner of Washington Avenue and Lamb Boulevard, SUP 64430, T64661

Dear Mr. Egerton:

The Traffic Engineering Division of the City of Las Vegas has reviewed the traffic impact analysis for a 150 student charter school, to be located on the northwest corner of Washington Avenue and Lamb Boulevard. The analysis has been approved, with the following conditions:

1. The traffic analysis was performed for a student population of 586, with a maximum of 293 students per bell time. However, SUP 64430 now states "The number of students for this site is limited to a maximum of 150 students, unless a required review is approved increasing the number of students allowed. In no case shall the number of students excess 586." SUP 64430 further states "This Special Use Permit shall be reviewed at a City Council meeting in March of 2018, at which time the City Council may require the school use to be removed or approve the addition of another 150 students for the 2018 school year. 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 use be removed. The required review shall be conducted in conjunction with the City's Traffic Engineer's evaluation of the on-site circulation, as well as secondary impacts to the adjacent roadway network and surrounding neighborhoods and businesses. Subsequent annual reviews will be necessary to add any additional students." An update to this analysis will be required to support each review for an increase in the maximum number of students permitted.

2. Access to the school is proposed to be provided by four existing driveways, two each on Washington Avenue and Lamb Boulevard. All four driveways are restricted by existing medians in Washington Avenue or Lamb Boulevard; no median modifications are requested or approved with this analysis. The western driveway is permitted right turns in and out, and left turns in but not left turns out. The other three driveways are restricted to right turns in and out only. Any movements may be restricted in the future as determined by the City Traffic Engineer.

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CITY OF LAS VEGAS
PUBLIC WORKS
333 NORTH RANCHO DRIVE
LAS VEGAS, NEVADA 89106

VOICE 702.229.6276
FAX 702.464.2516
TTY 702.386.9108
www.lasvegasnevada.gov

3. This analysis is approved with the understanding that the existing retail uses will be discontinued prior to the start of school on this site. If these uses are to continue simultaneously with the school use, an update must be submitted and approved showing how these uses will be accommodated during the drop-off/pick-up operations.

4. As there is no on-street parking available to support this use, all drop-off and pick-up activities must take place on site. Parents dropping off or picking up students shall not be permitted to use the nearby off-site commercial parking lots or residential streets.

5. The developer shall install school flashers on Washington Avenue and Lamb Boulevard prior to the opening of the school unless otherwise permitted by the City Traffic Engineer.

6. No parking, stopping or standing will be permitted in the public right-of-way, nor will queues be permitted to extend into the public right-of-way.

7. The developer shall install no parking, stopping or standing and school zone signage on Washington Avenue and Lamb Boulevard as appropriate.

8. Initially, the school drop-off/pick-up operations must conform to the plan in Figure 10 of this traffic analysis, except as modified in this letter. Subsequently, this plan is subject to any modifications approved or imposed by the City Traffic Engineer. Please note that Figure 10 is labeled "Proposed Circulation Plan", however this plan applies only during the drop-off/pick-up operations.

9. On Figure 10, there are dual queues for much of the site. This is acceptable; however note that at both the north and south ends of the north/south drive aisle on the east side of the site, the existing configuration of the parking lot makes side-by-side turning queues problematic. The north end is a short distance from a staff controlled merge point; this merge point can be shifted to just before the turn. At the south end, queues are not expected to reach this point with 150 students, however at such time as the queue extends this far, it may be necessary to station a staff member at this location, or make modifications to the parking lot to better accommodate the turns.

10. Per Figure 10 the two driveways on Lamb Boulevard will be closed during drop-off/pick-up operations. Cones and/or barricades conforming to the requirements of the Manual on Uniform Traffic

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Control Devices should be used to close these driveways.

11. Per Figure 10, the western driveway on Washington Avenue will serve both entering and exiting vehicles, while the eastern driveway on Washington Avenue will be entry only during drop-off/pick-up operations. If parents were to exit from the eastern driveway, it could disrupt the on-site circulation. Therefore, if it becomes necessary, a staff member will need to be stationed at this driveway to prevent it from being used as an exit during drop-off/pick-up operations.

12. Additional rights-of-way in accordance with Clark County Area Standard Drawing #201.1, 234.1 or 234.4 are not required at this time.

13. An update to this analysis is required to be submitted within 60 days of the opening of the school in order to determine if the circulation is operating as planned. If not, the update must propose mitigation to address the deficiencies found.

This approval does not supersede or eliminate conditions of approval imposed by the Planning Commission and/or the City Council. An addendum to this traffic study may be required if the development of the site occurs in a manner not in keeping with the land use assumptions contained in the report. Please contact me at 229-2452 if you have any questions.

Sincerely,

Rick Schroder, P.E.
Transportation Planning

RES

cc: Mike Jansen, P.E.
Joanna Wadsworth, P.E.
Christina Karanikolas, P.E.
Bart Anderson, P.E.
file

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APPENDIX B

Queue Observations

PRJ-75795
03/18/19

FUTURO ACADEMY MORNING QUEUE OBSERVATIONS (3/5/2019)

Student Enrollment: 260 Students (K-2)

Enter/Exit	Queue		Enter/Exit	Queue	Enter/Exit	Queue	Enter/Exit	Queue	Enter/Exit	Queue	Enter/Exit	Queue	Enter/Exit	Queue	Enter/Exit	Queue
	13	Starting Queue														
-1	12		1	1	1	7	-1	13	1	1	1	8	1	7	-1	8
-1	11		1	2	-1	6	-1	12	1	2	-1	7	-1	6	-1	7
-1	10		1	3	1	7	-1	11	-1	1	-1	6	1	7	-1	6
-1	9		1	4	1	8	1	12	1	2	1	7	-1	6	-1	5
1	10		1	5	1	9	-1	11	1	3	1	8	1	7	-1	4
-1	9		1	6	-1	8	1	12	-1	2	-1	7	1	8	-1	3
1	10		1	7	-1	7	1	13	1	3	1	8	-1	7	-1	2
-1	9		1	8	-1	6	-1	12	1	4	-1	7	1	8	-1	1
-1	8		-1	7	1	7	-1	11	1	5	1	8	-1	7	-1	0
1	9		1	8	-1	6	1	12	-1	4	1	9	-1	6	1	1
-1	8		1	9	-1	5	-1	11	-1	3	1	10	1	7	1	2
-1	7		-1	8	-1	4	-1	10	-1	2	-1	9	-1	6	-1	1
-1	6		-1	7	1	5	-1	9	-1	1	-1	8	-1	5	-1	0
-1	5		-1	6	1	6	-1	8	-1	0	1	9	1	6		
1	6		-1	5	1	7	-1	7	1	1	1	10	1	7		
-1	5		1	6	1	8	-1	6	-1	0	1	11	1	8		
-1	4		1	7	-1	7	-1	5	1	1	1	12	-1	7		
-1	3		1	8	-1	6	1	6	1	2	1	13	1	8		
-1	2		-1	7	-1	5	-1	5	1	3	-1	12	1	9		
1	3		1	8	1	6	1	6	-1	2	-1	11	-1	8		
1	4		-1	7	-1	5	1	7	-1	1	-1	10	1	9		
-1	3		-1	6	1	6	-1	6	-1	0	-1	9	-1	8		
-1	2		1	7	1	7	-1	5	1	1	-1	8	1	9		
1	3		-1	6	1	8	1	6	1	2	-1	7	-1	8		
1	4		-1	5	1	9	-1	5	1	3	-1	6	-1	7		
-1	3		1	6	1	10	-1	4	1	4	1	7	1	8		
1	4		1	7	1	11	-1	3	-1	3	1	8	1	9		
-1	3		1	8	1	12	-1	2	-1	2	-1	7	1	10		
-1	2		-1	7	1	13	1	3	-1	1	-1	6	-1	9		
1	3		-1	6	-1	12	1	4	1	2	1	7	-1	8		
1	4		-1	5	1	13	-1	3	-1	1	1	8	-1	7		
1	5		-1	4	-1	12	-1	2	1	2	-1	7	-1	6		
-1	4		-1	3	-1	11	1	3	1	3	-1	6	1	7		
-1	3		1	4	1	12	-1	2	1	4	1	7	1	8		
1	4		-1	3	-1	11	1	3	1	5	-1	6	-1	7		
1	5		-1	2	1	12	-1	2	1	6	1	7	1	8		
-1	4		1	3	1	13	1	3	-1	5	-1	6	-1	7		
-1	3		-1	2	-1	12	-1	2	1	6	-1	5	1	8		
-1	2		1	3	-1	11	1	3	-1	5	-1	4	1	9		
-1	1		1	4	1	12	-1	2	1	6	1	5	1	10		
-1	0		1	5	1	13	-1	1	1	7	1	6	-1	9		
			1	6	1	14	-1	0								
	12			9		14		13		7		13		10		8
14			24		25		14		24		20		22		2	
# of Vehicles	Max Queue		# of Vehicles	Max Queue	# of Vehicles	Max Queue	# of Vehicles	Max Queue	# of Vehicles	Max Queue	# of Vehicles	Max Queue	# of Vehicles	Max Queue	# of Vehicles	Max Queue

14 Maximum Observed Queue

145 Total Vehicles

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06/18/19

FUTURO ACADEMY AFTERNOON KINDERGARTEN QUEUE OBSERVATIONS (3/5/2019)

Student Enrollment: 260 Students (K-2)/ 100 Kindergarten Students

Enter/Exit	Queue		Enter/Exit	Queue
	30	Starting Queue		
-1	29		-1	13
-1	28		1	14
-1	27		1	15
-1	26		-1	14
-1	25		-1	13
-1	24		-1	12
1	25		-1	11
-1	24		-1	10
-1	23		-1	9
1	24		-1	8
-1	23		-1	7
1	24		-1	6
-1	23		-1	5
1	24		-1	4
-1	23		-1	3
-1	22		-1	2
-1	21		-1	1
-1	20		-1	0
-1	19			
-1	18			
-1	17			
-1	16			
-1	15			
-1	14			
	30			15
4			2	
# of Vehicles	Max Queue		# of Vehicles	Max Queue

30 Maximum Observed Queue

36 Total Vehicles

PRJ-75795
03/18/19

FUTURO ACADEMY AFTERNOON 1ST/2ND GRADE QUEUE OBSERVATIONS (3/5/2019)

Student Enrollment: 260 Students (K-2)/ 160 1st/2nd Grade

Enter/Exit	Queue		Enter/Exit	Queue	Enter/Exit	Queue	Enter/Exit	Queue
	12	Starting Queue						
-1	11		-1	10	-1	10	-1	10
-1	10		1	11	1	11	-1	9
-1	9		-1	10	-1	10	1	10
1	10		-1	9	-1	9	1	11
1	11		1	10	1	10	-1	10
1	12		-1	9	1	11	-1	9
1	13		-1	8	-1	10	-1	8
1	14		-1	7	-1	9	-1	7
-1	13		1	8	-1	8	-1	6
-1	12		1	9	-1	7	-1	5
-1	11		1	10	1	8	-1	4
1	12		-1	9	-1	7	1	5
1	13		1	10	1	8	1	6
1	14		-1	9	1	9	1	7
-1	13		1	10	1	10	1	8
1	14		1	11	1	11	-1	7
1	15		1	12	1	12	1	8
1	16		1	13	1	13	1	9
-1	15		1	14	1	14	1	10
1	16		-1	13	-1	13	-1	9
-1	15		-1	12	-1	12	-1	8
1	16		-1	11	1	13	-1	7
-1	15		-1	10	1	14	-1	6
-1	14		-1	9	-1	13	1	7
1	15		1	10	-1	12	-1	6
-1	14		1	11	-1	11	-1	5
-1	13		1	12	-1	10	1	6
1	14		-1	11	1	11	1	7
1	15		1	12	-1	10	-1	6
1	16		1	13	-1	9	-1	5
1	17		1	14	1	10	-1	4
1	18		1	15	1	11	-1	3
-1	17		1	16	1	12	-1	2
-1	16		1	17	1	13	1	3
-1	15		-1	16	1	14	-1	2
-1	14		-1	15	1	15	1	3
-1	13		-1	14	-1	14	-1	2
1	14		-1	13	-1	13	-1	1
-1	13		-1	12	-1	12	-1	0
1	14		-1	11	-1	11		
-1	13		-1	10	1	12		
-1	12		-1	9	-1	11		
1	13		1	10	1	12		
1	12		1	11	1	13		
1	13				-1	12		
1	14				-1	11		
-1	13				-1	10		
-1	12				1	11		
-1	11							
-1	10							
1	11							
	18			17		15		11
25			22		24		14	
# of Vehicles	Max Queue		# of Vehicles	Max Queue	# of Vehicles	Max Queue	# of Vehicles	Max Queue

18 Maximum Observed Queue

97 Total Vehicles

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PRJ-75795
03/18/19

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

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rjg@kcnvlaw.com
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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 4, 2019

COMPREHENSIVE PLANNING DEPARTMENT
333 N. Rancho Drive
Third Floor
Las Vegas, Nevada 89106

Re: Justification Letter – Review of Condition
Charter School – 900 N. Lamb Blvd.
APN: 140-30-601-016

To Whom It May Concern:

This firm represents the Applicant in the above referenced matter. The proposed project is located on approximately 3.96 acres on the northwest corner of Washington and Lamb (the "Property"). The Property is more particularly described as Assessor's Parcel Number 140-30-601-016. The Applicant is requesting a review of condition to a previously approved charter school.

By way of background, the Property was approved for a charter school on June 14, 2016 (SUP-64430). Condition #1 required a review to allow the addition of 150 additional students for the 2018 school year. The Applicant submitted the required review application which was approved by the Las Vegas City Council on March 7, 2018 (RQR-71879). Condition #2 required an additional review to approve the use to continue and/or to allow for additional students or a reduction in students.

The Applicant is requesting Condition #2 to be removed. This will allow the Applicant to continue running the school without continuous follow-up applications to be submitted with the City of Las Vegas. The existing charter school has not experienced any traffic circulation issues, capacity issues, or caused any negative impacts to the surrounding neighborhoods.

The school's current enrollment is 300 students. The Applicant intends to add additional students to its roster (up to 586 students), however, the ultimate enrollment number will likely not be met for an additional two (2) years. The Applicant is therefore requesting the yearly required review condition to be removed so it may continue operations without additional applications to be filed.

PRJ-75795
02/19/19

Thank you in advance for your consideration. Please do not hesitate to let me know if you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

Robert J. Gronauer

Robert J. Gronauer

PRJ-75795
02/19/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
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

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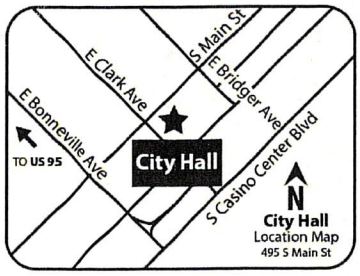
CITY CLERK

2019 APR 24 A 11:32



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-74666 [PRJ-75795]
City Council Meeting of **May 1, 2019**

PRJ_75795
14029201001
Occupant Space 207
Villa Borega Mobile Home Park
1111 North Lamb Boulevard
Las Vegas, Nevada 89110

103 BRDGMP1 89110

Submitted after final agenda
Item 79

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
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Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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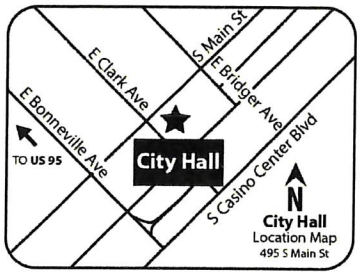
2019 APR 25 A 11:52



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-74666 [PRJ-75795]
City Council Meeting of **May 1, 2019**

PRJ_75795
14029201001
Occupant Space 88
Villa Borega Mobile Home Park
1111 North Lamb Boulevard
Las Vegas, Nevada 89110

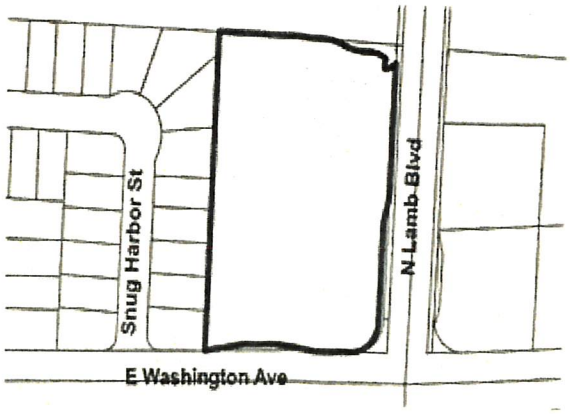
103 BROOMP1 89110

Application Information

RQR-74666 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT/OWNER: NORTH LAMB QALICB, LLC - For possible action on a Required Review of an approved Special Use Permit (SUP-64430) FOR A PUBLIC OR PRIVATE SCHOOL, PRIMARY USE at 900 North Lamb Boulevard (APN 140-30-601-016), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-75795]. Staff recommends APPROVAL.

THE TRAFFIC IS ALREADY BAD AT THIS LOCATION ON LAMB BLVD. WITH ANOTHER SCHOOL ZONE HERE, IT WILL BE ALMOST IMPOSSIBLE TO MAKE A LEFT TURN FROM VILLA BOREGA. ALL AROUND US IS COMMERCIAL, WE DO NOT NEED A SCHOOL - WITH A SCHOOL ZONE SLOWDOWN THROWN INTO THE MIX.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	May 1, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
80

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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: May 1, 2019

Agenda Item No.:
81

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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.

AGENDA SUMMARY PAGE

City Council
Meeting of: May 1, 2019

Agenda Item No.:
82

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.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Flyers for Movie in the Park “Disney - Christopher Robin”, Cinco De Mayo and Nevada Child Seekers Found/Missing Juvenile Bulletins by Councilwoman Fiore; Flyers for Ward 5 Final Announcements, Youth of Color Restorative Practices Mentorship Summit, Construction Career Showcase, West Las Vegas Arts Center and Stay Connected with Social Media by Councilman Crear

Ward 6 - Updates/Events



Disney Christopher Robin

Friday, May 3rd
7:00 pm

Centennial Hills Park Amphitheater (7101 N Buffalo Drive)

Ward 6 - Updates/Events



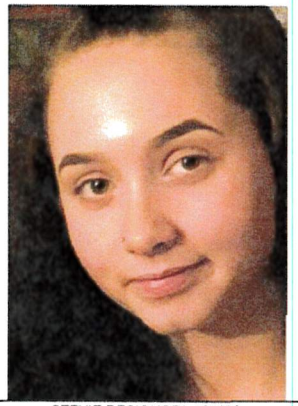
Cinco De Mayo

Sunday, May 5th
1 p.m.- 6:30 p.m.

Centennial Hills Park Amphitheater
(7101 N Buffalo Drive)

MISSING JUVENILE

Sent: 2019-04-12 @ 10:26 Case: 190400021850 Author: ME/NCS





FOUND

STEVIE DESIGNORI, 16 YOA

BELIEVED TO BE SEEN IN POSSIBLE VEHICLE PICTURED

STEVIE WAS LAST SEEN IN THE AREA OF TORREY PINES DR & DEL REY (LAS VEGAS, NV)

CHILD MAY BE SUFFERING FROM SEVERE EMOTIONAL DISTRESS AND MAY REQUIRE MEDICAL ATTENTION

ALL AREA HOSPITALS ARE ASKED TO CHECK THEIR PATIENT ROSTERS FOR THE MISSING CHILD AND NOTIFY L.V.M.P.D. IF LOCATED. IT SHOULD BE NOTED THAT "HIPPA" PERMITS DISCLOSURE TO LAW ENFORCEMENT UPON REQUEST AND IS AUTHORIZED PURSUANT 25 C.F.R., SECTION 164.512.

ANYONE WITH INFORMATION IS ASKED TO CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2019-04-28 @ 14:12 Case: 190400136755 Author: ME/NCS

NIC #	
Last Name	WADDELL
First Name	ALEXIS
Nickname	LEXI
Alias	
Age	16
Gender	FEMALE
Height	5'3
Weight	115 LBS
Eyes	BLUE/GREEN HAZEL
Hair	DARK BROWN
Complexion	
Race	CAUCASIAN
BirthDate	
Last Contact	04/27/19 @ 11:00PM
Marks	WEARS BRACES



ALEXIS WAS LAST SEEN IN THE AREA OF MIDNIGHT RIDGE DR & HAWK RIDGE DR (LAS VEGAS, NV)

CHILD WAS LAST SEEN WEARING GREEN SWEAT PANTS, PINK TOP WITH A LETTERMAN JACKET

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2019-04-19 @ 12:09 Case: 181007-2942 Author: JH/NCS

NIC #	
Last Name	CABRAL
First Name	MALAKAI
Nickname	
Alias	
Age	15
Gender	MALE
Height	5'7
Weight	125
Eyes	BROWN
Hair	BLACK
Complexion	
Race	HISPANIC/CAUCASIN
BirthDate	
Last Contact	
Marks	



MALAKAI WAS LAST SEEN IN THE AREA OF W TOMPKINS AVE & S GRAND CANYON DR (LAS VEGAS, NV)

CHILD WAS LAST SEEN WEARING A BLACK THRASHER SWEATER WITH KHAKI JOGGERS AND BLACK SHOES

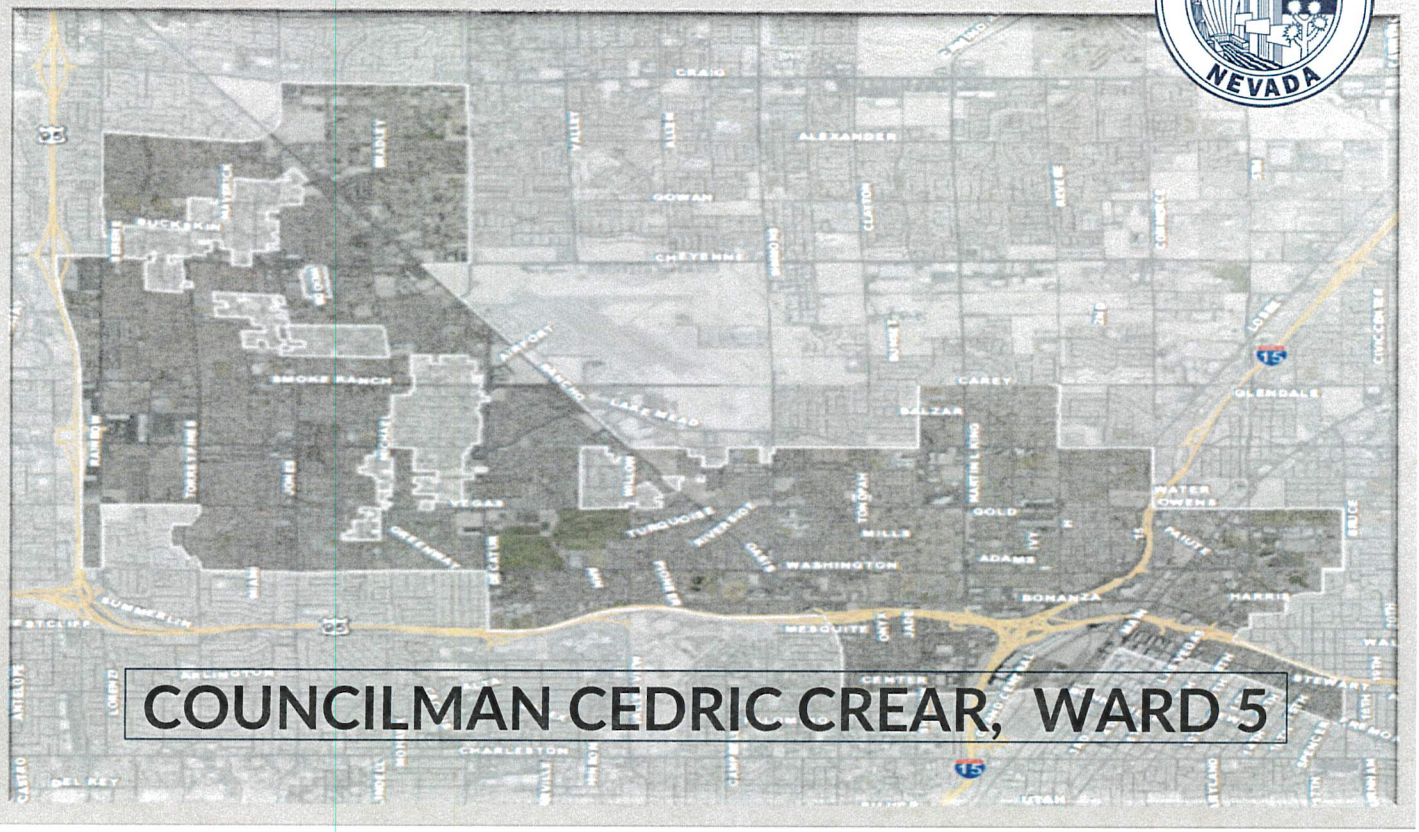
IF YOU HAVE ANY INFORMATION CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009



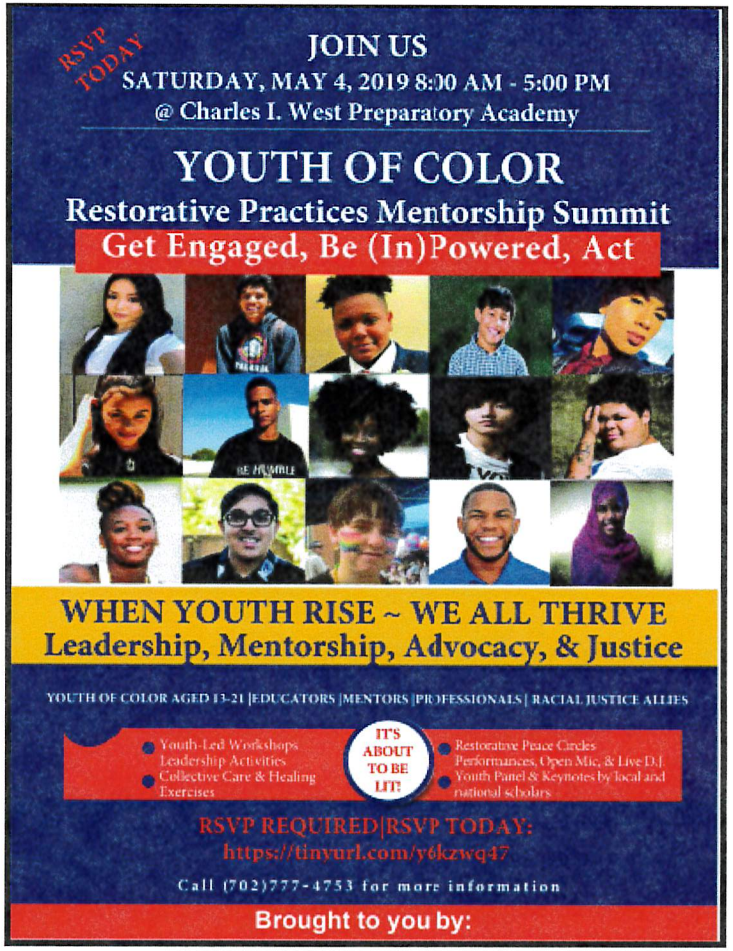
Ward 5 Final Announcements





Youth of Color

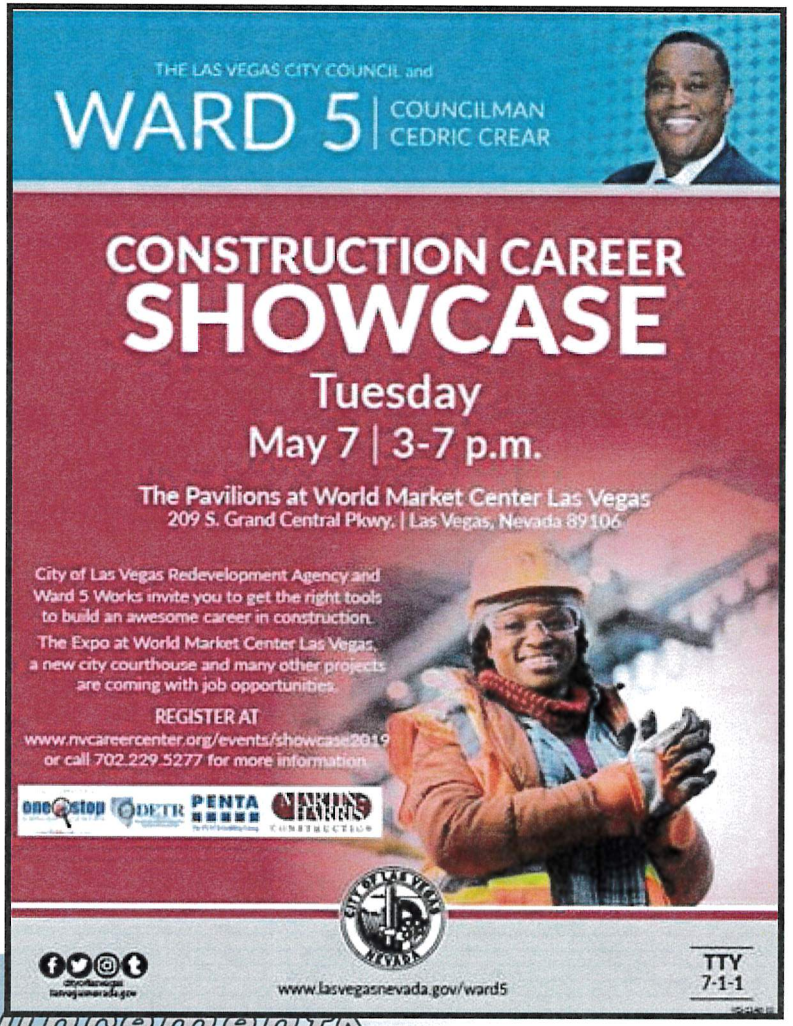
Restorative Practices Mentorship Summit
Saturday, May 4, 8 am to 5 pm



Ward 5: Announcements

Construction Career Showcase

Tuesday, May 7, 3 pm to 7 pm

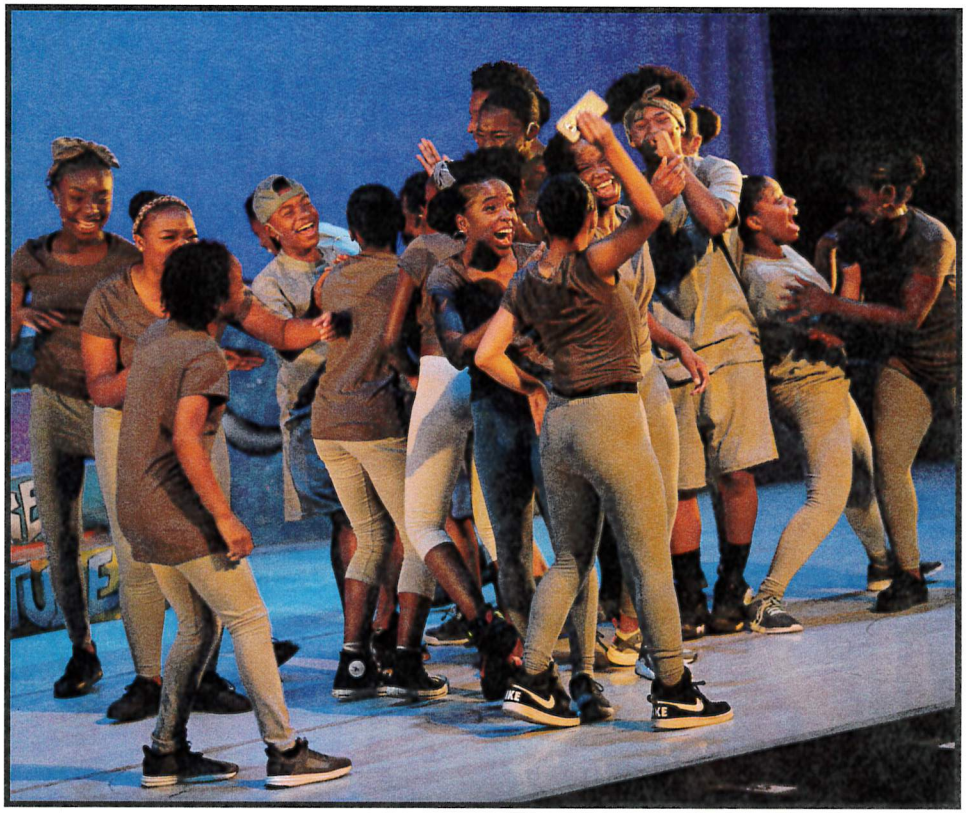


Ward 5: Announcements

West Las Vegas Arts Center

Registration is open





Ward 5: Announcements

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