Carolyn G. Goodman, Mayor (At-Large)
Stavros S. Anthony, Mayor Pro Tem (Ward 4)
Brian Knudsen (Ward 1)
Victoria Seaman (Ward 2)
Olivia Diaz (Ward 3)
Cedric Crear (Ward 5)
Michele Fiore (Ward 6)

City Manager Jorge Cervantes
City Attorney Bryan K. Scott
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.

July 21, 2021
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.

Online comments can also be submitted via the City's website at www.lasvegasnevada.gov/councilcomment prior to the meeting, during the comments period.

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, made possible through underwriting from The Warren Group of Companies. Please note customers of Cox Communications can view this program in High Definition on Channel 1002 and in Standard Definition on Channel 2. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The City 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 - Rabbi Avi Anderson, Young Israel Aish of Las Vegas

4. Pledge of Allegiance

5. Recognition of the Employee of the Month

6. Recognition of Former Councilman and Commissioner Lawrence Weekly

BUSINESS ITEMS - 9:30 A.M. SESSION

PUBLIC COMMENT

7. 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 - 9:30 A.M. Session

8. For Possible Action - Any items from the 9:30 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.

9. For possible action to approve the Final Minutes by reference of the June 16, 2021 Regular City Council Meeting

CONSENT AGENDA

Matters listed on the Consent Agenda are considered to be routine and have been recommended for approval by the Submitting Departments. All items on the Consent Agenda may be approved in a single motion. However, if a Council Member so requests, any consent item may be moved to the discussion portion of the agenda and other action, including postponement or denial of the item, may take place.

CITY ATTORNEY - CONSENT

10. For possible action to approve the Nevada Agreement on Allocation of Opioid Recoveries between the City of Las Vegas, the State of Nevada, and Nevada local governments - All Wards

COMMUNITY SERVICES - CONSENT

11. For possible action to approve an allocation of the remaining Emergency Rental Assistance Round 1 (ERA1) funds of $396,047.56 to provide customer service to City of Las Vegas tenants for the Clark County CARES Housing Assistance Program - All Wards

12. For possible action to approve an allocation of $15,668,695 in Emergency Rental Assistance Round 2 (ERA2) funds to the City of Las Vegas by the United States Department of the Treasury to support housing stability for renters at risk of eviction - All Wards

13. For possible action to approve the Fourth Amendment to the FY 2019-2020 HUD Annual Action Plan that secures an allocation of $4,416,396 in Community Development Block Grant (CDBG) CARES Act (CDBG-CV) Round 3 funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Coronavirus pandemic - All Wards

CULTURAL AFFAIRS - CONSENT

14. For possible action to approve the acceptance of a donation in the amount of $25,000 from Frank Hawkins, LPL Financial to support the Office of Cultural Affairs' West Las Vegas Arts Center Performing and Visual Arts Summer Camp for Kids program at the West Las Vegas Arts Center, located at 947 West Lake Mead Boulevard - Ward 5 (Crear)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

15. For possible action to approve a Parking Lease Agreement between 1621 S. Main Street, LLC and the City of Las Vegas (City) where the City will manage and operate a sixty (60) space parking lot, located at 1621 South Main

Street, with the terms of the lease payments described in the agreement (APN 162-03-210-033) - Ward 3 (Diaz)

16. For possible action to approve a Sixth Amendment to Disposition and Development Agreement (DDA) between the City Parkway V, Inc. (CPV) and Jackson-Shaw Company extending the feasibility review period, close of escrow and replaces Exhibit A – Schedule of Performance for the vacant property generally bounded by South Grand Central Parkway on the west, Robin Leach Lane on the south, Promenade Place on the east and Symphony Park Avenue on the north in Symphony Park (APN 139-33-610-029) - Ward 5 (Crear)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

17. For possible action to approve award of Amendment No. 2 to Contract No. 180096-JH, Prime Design Services Contract for Grand Teton Drive Overpass, located at Grand Teton Drive and the US-95 along Grand Teton Drive and El Capitan Way on the east to Tee Pee Lane on the west - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. ($473,195 - Road and Flood Capital Projects Fund) - Ward 6 (Fiore)

18. For possible action to approve award of Amendment No. 1 to Contract No. 190039-DD, Prime Design Services Contract for Rancho Complete Street - Mesquite to Sahara - Department of Public Works - Award recommended to: GCW, INC. ($270,000 - Road and Flood Capital Projects Fund) - Ward 1 (Knudsen)

19. For possible action to approve award of Contract No. 210237-JH, Professional Services Contract for Flow Monitoring for Sewer Collection System - Sanitary Sewer - Department of Public Works - Award recommended to: ADS ENVIRONMENTAL SERVICES (Not-to-Exceed $263,000 Annually/Total Contract Amount Not-to-Exceed $1,315,000 - Sanitation Enterprise Fund) - All Wards

20. For possible action to approve award of Contract No. 210278-JH, Prime Design Services Contract for Dewatering Building Equipment Rehabilitation, located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CAROLLO ENGINEERS, INC. ($2,412,247.02 - Sanitation Enterprise Fund) - Clark County

OFFICE OF GOVERNMENT AND COMMUNITY AFFAIRS - CONSENT

21. For possible action to approve the ratification of Maria Jose Trevino Espinosa in a Council support position as a Special Assistant to Council in the Ward 1 office ($64,467 + Benefits - General Fund) - Ward 1 (Knudsen)

OPERATIONS AND MAINTENANCE - CONSENT

22. For possible action to approve a Third Amendment to District Office Lease between the City of Las Vegas and Dina Titus, a member of the U.S. House of Representatives, to extend the lease term through December 31, 2022 for the administrative office space located at City Hall, 495 South Main Street - Ward 3 (Diaz)

PLANNING - BUSINESS LICENSING - CONSENT

23. For possible action to approve a Temporary Tavern-Limited License for BUILDING BLOCK ENTERTAINMENT, LLC dba ART HOUZ THEATERS at 814 South 3rd Street - Ward 3 (Diaz)

24. For possible action to approve an Alcoholic Beverage Caterer License for a Change of Ownership FROM: G MICHAEL WHITESIDES TO: GAIL MICHAEL WHITESIDES dba AFFAIRS TO REMEMBER CATERING at 1134 South Rainbow Boulevard - Ward 1 (Knudsen)

25. For possible action to approve a Package License for TERRIBLE HERBST, INC. dba TERRIBLE'S MARKET #415 at 2750 Fremont Street - Ward 3 (Diaz)

26. For possible action to approve a Restricted Gaming License for JETT GAMING, LLC dba JETT GAMING, LLC db at TERRIBLE'S MARKET #415 at 2750 Fremont Street - Ward 3 (Diaz)

PUBLIC WORKS - CONSENT

27. For possible action to approve Interlocal Contract - Annual Maintenance Work Program for Fiscal Year (FY) 2022 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to maintain CCRFCD’s facilities within the CLV ($3,200,000 - Road and Flood Capital Project Fund [CPF]) - All Wards

28. For possible action to approve the dedication of right-of-way from a portion of the City of Las Vegas owned property, located at 333 North Rancho Drive, for the future Rancho Drive Complete Streets Project, APN 139-29-801-006 - Ward 5 (Crear)

29. For possible action to approve staff to acquire various real property rights and a right-of-way dedication of a portion of the City of Las Vegas owned property for the future Lake Mead, Losee to Simmons Street Rehab and Complete Street Upgrades Project, multiple APNs ($10,000 - Regional Transportation Commission [RTC] Funds) - Ward 5 (Crear)

30. For possible action to approve Interlocal Contract 1272 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Downtown Mobility Improvements Project ($600,000 - Traffic Improvements Capital Project Fund [CPF]) - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

31. For possible action to approve Interlocal Contract 1000 - Supplemental No. 3 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase total project funding for the Charleston Boulevard Complete Street: Martin L. King Boulevard to Rancho Drive Project ($2,000,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

32. For possible action to approve Interlocal Contract 959 - Supplemental No. 3 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase total project funding for the Grand Teton Drive Overpass at US-95 Project ($450,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

33. For possible action to approve Interlocal Contract 1015 - Supplemental No. 1 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase total funding for the Rancho Drive, Sahara Avenue to Mesquite Avenue Project ($370,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1 and 5 (Knudsen and Crear)

34. For possible action to approve Cooperative Agreement PR317-21-063 between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) to complete the National Environmental Policy Act (NEPA) Study and preliminary design for the Charleston Underpass Project encompassing reconstruction of the UPRR underpass of Charleston Boulevard between Grand Central Parkway and Art Way ($3,062,700 - Road and Flood Capital Project Fund [CPF]) - Wards 1 and 3 (Knudsen and Diaz)

YOUTH DEVELOPMENT AND SOCIAL INNOVATION - CONSENT

35. For possible action to approve the acceptance of a 21st Century Community Learning Centers (21st CCLC) Grant Award in the amount of $550,000 from the State of Nevada Department of Education to the City of Las Vegas (City) for before and after school programming at seven ReInvent Schools Las Vegas (RSLV) sites - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

36. For possible action to approve Interlocal Cooperative Agreement between the City of Las Vegas and the Clark County School District to provide funding for nutritional snacks to the City of Las Vegas Safekey Sites at various locations around the City ($30,000 - Community Recreation Services Special Revenue Fund) - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

37. ABEYANCE ITEM - Presentations by KGA, Inc., LGA Architecture, and Steelman Partners LLP, and discussion for possible action regarding the selection of an Offeror, and authorization to begin contract negotiations for design services for RSOQ 210186-JH, the Downtown Civic Center Building and Plaza, which will be located on a parcel bounded by Bonneville Avenue, Main Street, Clark Avenue and 1st Street - Ward 3 (Diaz) [NOTE: Presentations for this item were made at the June 16, 2021 City Council Meeting]

38. Discussion for possible action regarding the ratification of Randy Robison as the Director of the Office of Government and Community Affairs ($150,150 + Benefits - General Fund)

CITY ATTORNEY - DISCUSSION

39. Discussion for possible action to approve filing an appeal or a writ petition in the Nevada Supreme Court relating to a decision granting a petition for judicial review entered in Resource Transition Consultants, LLC, et al. v. City of Las Vegas, Case No. A-20-808277-W in the Eighth Judicial District Court - All Wards

COMMUNITY SERVICES - DISCUSSION

40. Discussion for possible action regarding the Neighborhood Partners Fund (NPF) Board recommendations to allocate $39,142.30 for 11 neighborhood projects (General Fund) - All Wards

RESOLUTIONS - DISCUSSION

41. R-35-2021 - Discussion for possible action regarding a Resolution for an Agreement of Purchase and Sale and Joint Escrow Instructions between the City of Las Vegas and DFA, LLC for the property located at 333 North Rancho Drive (APN 139-29-801-006) - Ward 5 (Crear)

42. R-36-2021 - Discussion for possible action regarding a Resolution finding the Retail Lease of 6,281 square feet of ground-level commercial retail space between the City of Las Vegas (City) to Vic's Symphony Park, LLC, for the property located at 355 Promenade Place for the purposes of economic development (APN 139-33-610-033) - Ward 5 (Crear) [NOTE: This item is related to Item 54]

BOARDS AND COMMISSIONS - DISCUSSION

43. Discussion for possible action regarding the reappointment of Councilwoman Victoria Seaman to the Audit Oversight Committee

44. Discussion for possible action regarding the appointment of nominee Russ Martin to a Ward 2 seat of the Parks and Recreation Advisory Commission

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

45. Bill No. 2021-26 - For possible action - Adopts the City of Las Vegas 2050 Master Plan; repeals the Las Vegas 2020 Master Plan, as well as the elements of the 2020 Plan that have been added or amended since that Plan's adoption; and makes corresponding adjustments to various provisions of LVMC Title 19. Proposed by: Tom Perrigo, Chief Operations and Development Officer

46. Bill No. 2021-27 - For possible action - Amends LVMC Chapter 2.26 to establish provisions regarding senior municipal court judges. Sponsored by: Mayor Carolyn G. Goodman

47. Bill No. 2021-29 - For possible action - Ordinance creating the City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22); ordering a street project, storm sewer project, sanitary sewer project, drainage project, and water project, within the City of Las Vegas, Nevada and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

48. Bill No. 2021-30 - For possible action - Ordinance concerning City of Las Vegas Special Improvement District No. 816 (Summerlin Village 22); assessing the cost of local improvements against the assessable property benefited by the local improvements; and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

49. Bill No. 2021-31 - For possible action - Ordinance authorizing the issuance and sale by the City of its Special Improvement District No. 816 (Summerlin Village 22) Local Improvement Bonds, Series 2021, approving the form of certain documents with respect to such bonds, ratifying action taken by City officers toward the issuance of such bonds; and providing other matters related thereto. Proposed by: Venetta Appleyard, Director of Finance

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

There is no public comment on these items and no action will be taken by the Council at this meeting, except those items which may be stricken or tabled. Public testimony takes place at the Recommending Committee Meeting held for that purpose.

50. Bill No. 2021-28 - Annexation No. 21-0179-ANX1 - Property location: 7418 Constantinople Avenue; Petitioned by: City of Las Vegas; Acreage: 2.63 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

NEW BILLS

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.

51. Bill No. Z-2021-1 - Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council. Proposed by: Seth T. Floyd, Director of Community Development

52. Bill No. 2021-32 - Amends LVMC Chapter 19.04 to add a new section to provide procedures and standards by which parklets and streateries may be established within public rights-of-way and adjacent to public sidewalks in order to provide certain amenities, and amends LVMC Chapter 19.18 to provide corresponding definitions. Sponsored by: Councilwoman Olivia Díaz

CLOSED SESSION

53. Closed Session - A closed meeting is called in accordance with NRS 241.015(3)(b)(2) to receive information from the City Attorney about potential and existing litigation

HEARINGS - DISCUSSION

54. Public hearing and discussion for possible action regarding the approval of a Market Rent Letter pertaining to the lease of the 6,281 square feet of City of Las Vegas (City) owned retail space located at 355 Promenade Place, Suite B-2 (APN 139-33-610-033), in the Redevelopment Area - Ward 5 (Crear) [NOTE: This item is related to Item 42 (R-36-2021)]

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 - CONSENT

All items listed on the Consent Agenda are considered to be routine and have been recommended "for approval". All items on the consent agenda may be approved in a single motion. However, if a Council Member so requests, any consent item may be moved to the Discussion portion of the agenda and other action, including postponement or denial of the item, may take place.

55. 21-0313-EOT1 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: RAPINDER CHIMA - OWNER: RED RUPEE, LLC - For possible action on a request for a first Extension of Time of a Major Amendment (SDR-75860) to an approved Site Development Plan Review (SDR-73576) FOR THE PROPOSED EXPANSION OF THE SUBJECT SITE AND PARKING LOT RECONFIGURATION FOR A 9,043 SQUARE-FOOT COMMERCIAL DEVELOPMENT WITH A WAIVER TO ALLOW AN EIGHT-FOOT LANDSCAPE BUFFER ON THE SOUTH PERIMETER WHERE 15 FEET IS REQUIRED on 2.02 acres at 6840 North Hualapai Way (APN 125-19-401-002), C-1 (Limited Commercial) Zone, Ward 6 (Fiore). Staff recommends APPROVAL.

PLANNING - ONE MOTION/ONE VOTE

The following are items that may be considered in one motion/one vote. They are considered to be routine non-public and public hearing items with a Planning Commission and/or Staff recommendation of approval. All public hearings and non-public hearings 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.

56. 21-0293-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE LV, LLC - For possible action on a request for a Required Review of an approved Special Use Permit (U-0101-95) FOR AN EXISTING 14-FOOT BY 48-FOOT OFF-PREMISE SIGN ORIENTED TOWARD INTERSTATE-15 AT A HEIGHT OF 30 FEET ABOVE THE ELEVATED FREEWAY; AND A SECOND 14-FOOT BY 48-FOOT OFF-PREMISE SIGN ORIENTED TOWARD THE DESERT INN ROAD "SUPER ARTERIAL" AT A HEIGHT OF 55 FEET ABOVE GRADE at 3200 South Rancho Drive (APN 162-08-418-002), C-2 (General Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

57. 21-0294-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: REBEL LAND & DEVELOPMENT, LLC - For possible action on a Required Review of an approved Special Use Permit (U-0005-97) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 1080 South Rainbow Boulevard (APN 138-34-819-014), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

58. 21-0295-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC -

OWNER: C&J PRIME INVESTMENTS, INC. - For possible action on a Required Review of an approved Special Use Permit (U-0265-94) FOR A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2550 Highland Drive (APN 162-09-102-012), M (Industrial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

59. 21-0296-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC. - For possible action on a Required Review of an approved Special Use Permit (U-0262-94) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4820 West Charleston Boulevard (APN 138-36-804-008), C-2 (General Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

60. 21-0297-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: DJS DEVELOPMENT, LLC - For possible action on a request for a Required Review of an approved Special Use Permit (U-0043-94) FOR AN EXISTING 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 3920 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

61. 21-0298-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GRAMMY ROBERTA 1932, LLC - For possible action on a Required Review of an approved Variance (V-0136-95) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN WHERE SUCH USE WAS NOT ALLOWED at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

62. 21-0337-ROC1 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: OVATION CONTRACTING - OWNER: DEER SPRINGS DURANGO APTS, LLC - For possible action on a Land Use Entitlement project request FOR A REVIEW OF CONDITIONS OF APPROVAL NUMBERS 18, 19, 20 AND 23 OF AN APPROVED SITE DEVELOPMENT PLAN REVIEW (SDR-76995) on 9.18 acres on the south side of Deer Springs Way, approximately 270 feet west of Durango Drive (APNs 125-20-301-008 and 020) T-C (Town Center) Zone [UC-TC (Urban Center Mixed-Use - Town Center) Town Center Special Land Use Designation], Ward 6 (Fiore). Staff recommends APPROVAL.

PLANNING - DISCUSSION

63. 20-0344 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

    63a. 20-0344-GPA1 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL)

    63b. 20-0344-ZON1 - ABEYANCE ITEM - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)

64. 21-0230 - PUBLIC HEARING - APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC - For possible action on an Appeal of the Approval by the Planning Commission on the following Land Use Entitlement project requests on 2.79 acres at the northeast corner of Oso Blanca Road and Durango Drive (APN 125-17-703-001), T-C (Town Center) Zone [SC (Service Commercial) Town Center Special Land Use Designation], Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

    64a. 21-0230-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED MINI-STORAGE FACILITY USE

    64b. 21-0230-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 101,850 SQUARE-FOOT, 794-UNIT MINI-STORAGE FACILITY DEVELOPMENT WITH WAIVERS OF TOWN CENTER DEVELOPMENT STANDARD REQUIREMENTS

65. 21-0231-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: PATRICK BAILEY - For possible action on a Land Use Entitlement project request TO ALLOW A PROPOSED ACCESSORY STRUCTURE (CLASS II) [GARAGE AND WORKSPACE] THAT IS NOT AESTHETICALLY COMPATIBLE WITH THE PRINCIPAL DWELLING on 0.25 acres at 5136 Lamajon Court (APN 138-24-713-010), R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

REPORTS AND PRESENTATIONS

66. ABEYANCE ITEM - Report by Jorge Cervantes, City Manager, regarding the American Rescue Plan Act of 2021 (ARPA) allocation of funds to the City - All Wards

SET DATE

67. 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

68. 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 EMERGING ISSUES

Comments made by Council members during this portion of the agenda must refer solely to proposals for future agenda item topics to be brought before the Council for consideration and action at a later date. Any discussion must be limited to whether or not such proposed items shall be placed on a future agenda and no discussion regarding the substance of any such proposed topic shall occur. No action shall be taken.

69. Discussion regarding potential items for future City Council agendas - All Wards

COUNCIL MEMBER RECOGNITION

70. 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.

****

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
Howard Lieburn Senior Center, 6230 Garwood Avenue

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

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: July 21, 2021

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Rabbi Avi Anderson, Young Israel Aish of Las Vegas

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
5

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

SUBJECT:
Recognition of the Employee of the Month

BACKUP DOCUMENTATION:
1. Submitted at Meeting – Slide for Employee of the Month (Michael Yandric)



Submitted at Meeting by Staff
Date: 7/21/2021 Item:5

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
6

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

SUBJECT:
Recognition of Former Councilman and Commissioner Lawrence Weekly

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Proclamation for Lawrence Weekly

Submitted at Meeting by Staff
Date: 7/21/2021 Item:6

City of Las Vegas
Office of the City Council
Proclamation

Whereas; *The Mayor and members of the Las Vegas City Council recognize Lawrence Weekly, former Clark County Commissioner and former Las Vegas City Council member who has an outstanding record of public service; and*

Whereas; *Lawrence Weekly is a native of Nevada. He grew up in the Historic Westside and attended Western High School. In his pursuit of higher education, he attended Clark County Community College which is now the College of Southern Nevada. He transferred to Grambling State University in Louisiana where he earned a Bachelor's of Communication in 1987. He later attended the University of Nevada Las Vegas where he earned a Masters of Public Administration; and*

Whereas; *Lawrence Weekly worked for the Clark County School District in education following college, and pursued a radio broadcasting career. He found himself in public service, and was employed by the city of Las Vegas as a Management Analysis in the Neighborhood Services Department. He then accepted a position and as a City Council Liaison to former Las Vegas Councilman Gary Reese. He held that position until December 31, 1999, then was appointed to the City Council to represent the city's newly created Ward 5; and*

Whereas; *Lawrence Weekly was appointed by former Governor Jim Gibbons after serving 7 years as a Councilman to serve as a Clark County Commissioner. He served 13 years in this capacity, and completed his final term on January 4, 2021; and*

Whereas *Lawrence Weekly served on many boards. He was the first African-American Chair on the Las Vegas Convention and Visitor's Authority Board. He served on the Las Vegas Valley Water District; University Medical Center; Southern Nevada Workforce; and Nevada League of Cities Community & Economic Development Committee to name a few; and*

Whereas; *Lawrence Weekly represented a large population of underserved residents, foster and adopted children, the LGBTQ community, Dreamers, and other underserved and marginalized groups; and*

Whereas; *We honor Lawrence Weekly for his outstanding career in public office. He has a legacy of providing leadership with compassion to his community, and his long-standing efforts deserve the highest accolades; and now*

Therefore; *We the Mayor and members of the Las Vegas City Council urge the entire community to join with us as we do hereby proudly proclaim*

July 21, 2021

LAWRENCE WEEKLY DAY

In the City of Las Vegas

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
7

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: July 21, 2021

Agenda Item No.:
8

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For Possible Action - Any items from the 9:30 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: July 21, 2021

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the June 16, 2021 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
10

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Bryan K. Scott

SUBJECT:
For possible action to approve the Nevada Agreement on Allocation of Opioid Recoveries between the City of Las Vegas, the State of Nevada, and Nevada local governments - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
In December 2018, the City retained Eglet Adams as outside counsel to litigate any City opioid-related claims arising from the national opioid epidemic and the epidemic's negative effects on the City of Las Vegas and its citizens. In August 2019, the City filed a civil complaint in state court against various opioid manufacturers, distributors, and retailers for their roles in the opioid crisis. The City's complaint sought damages from the defendants to mitigate the City's past and future expenses caused by the opioid crisis. The proposed Nevada Agreement on Allocation of Opioid Recoveries, if approved by the City Council, specifies the statewide allocation and authorized uses of any monetary recoveries obtained through negotiated resolutions between the City's outside counsel, the State of Nevada, and any opioid-related defendants. The proposed allocation for the City is 3.98% of the 38.77% local government allocation.

RECOMMENDATION:
It is recommended that the City Council approve the agreement and authorize its execution on behalf of the City.

BACKUP DOCUMENTATION:
1. Nevada Agreement on Allocation of Opioid Recoveries
2. Submitted at Meeting – Proposed One Nevada Agreement on Allocation of Opioid Recoveries Submitted by Staff

NEVADA AGREEMENT ON ALLOCATION OF OPIOID RECOVERIES

WHEREAS, the people of the State of Nevada and its communities have been harmed by the misfeasance, nonfeasance, and malfeasance of certain individuals and entities, including licit and illicit opioid distribution, that has created an opioid epidemic both nationally and within the State of Nevada;

WHEREAS, on January 24, 2019, the Honorable Steve Sisolak, Governor of the State of Nevada, in consultation with the Honorable Aaron D. Ford, Attorney General of the State of Nevada, entered a Declaration of Findings Pursuant to NRS 228.1111(1)(a), declaring that the State of Nevada is combating the opioid epidemic;

WHEREAS, the State of Nevada though its elected representatives and counsel, including the Honorable Aaron D. Ford, Attorney General of the State of Nevada, and certain Local Governments, through their elected representatives and counsel, are separately engaged in litigation seeking to hold various entities and individuals accountable for the opioid epidemic in the State of Nevada based on their misconduct relating to the unlawful manufacture, marketing, promotion, distribution, or dispensing of prescription opioids;

WHEREAS, the State of Nevada and its Local Governments share a common desire to abate and alleviate the impacts of the opioid epidemic throughout the State of Nevada;

THEREFORE, the State of Nevada and its Local Governments, desire, subject to formal approval effectuating this Nevada Agreement on Allocation of Opioid Recoveries ("Agreement") relating to the resolution of opioid related litigation and the allocation and use of the proceeds of any Recoveries as described; and

NOW THEREFORE, the Parties agree and desire to be bound as follows:

A. Definitions

As used in this Agreement:

1. "The State shall mean the State of Nevada acting through its Attorney General.
2. “Local Governments(s)” as used in this Agreement is limited to those Local Governments listed in **Exhibit A**, attached.
3. "Litigating Counties" shall mean the following Nevada Counties: Carson City, Churchill, Clark, Douglas, Esmeralda, Humboldt, Lincoln, Lyon, Mineral, Nye, Washoe, and White Pine;
4. "Non-Litigating Counties" shall mean the following Nevada Counties: Elko, Eureka, Lander, Pershing, and Storey;
5. “Litigating Cities and Districts” shall mean the Cities and Districts listed in **Exhibit B**, attached;
6. “Counsel” shall mean the contingency fee retained attorneys to the State of Nevada and each of the Litigating Counties and Litigating Cities and Districts.
7. "The Parties" shall mean the State of Nevada and the Local Governments.
8. "Defendant(s)" shall mean entities and individuals responsible for the opioid epidemic in the State of Nevada based upon various theories and causes of action asserted in pending litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities and Districts as listed in **Exhibit C**, attached.
9. "Lead Litigator Costs" shall mean the costs incurred to date for litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities and Districts against the Defendants of at the time of any Recovery. Costs do not include attorney fees or contingency fees for Counsel.

10. "Federal Government CMS Medicaid Costs" shall mean 22.52% of any Recovery after deduction of the Lead Litigator Costs that may be asserted against the State of Nevada's Federal Government Centers for Medicaid Services costs for claims, otherwise commonly known as the federal share of Medicaid claims payments.

11. “Negotiating Committee" shall mean Counsel for the State of Nevada, the Nevada Attorney General or his designees as required by NRS chapter 228.1113, et seq., and Counsel for the Litigating Counties, and the Litigating Cities and Districts (collectively, "Members").

12. "Recovery" or "Recoveries" shall mean monetary amounts obtained through the negotiated resolution of legal or equitable claims against any Defendant in any opioid-related litigation listed in **Exhibit C**, and shall include any Recoveries against any Defendant through bankruptcy proceedings related to the litigation in **Exhibit C** to the extent the bankruptcy court allows for use of this Agreement to allocate funds.

13. "Approved Purpose(s)" shall mean only uses to remediate the harms, impact, and risks caused by the opioid epidemic to the State of Nevada and its residents, and are consistent with those uses required by Senate Bill 390 as enrolled by the 81st (2021) Nevada Legislative Session and signed into law by the Nevada Governor, or uses that are listed as an approved use for abatement purposes in any plan approved by a bankruptcy court.

B. Allocation of Recoveries

1. With the exception of up to 8% for administrative costs, unless otherwise limited by Court Order, all recoveries must be used for Approved Purposes.

2. All Recoveries shall be allocated as follows: After deduction of Lead Litigator

Costs, unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if applicable, from any Recovery, the remainder of the Recovery shall be divided: 1) 43.86% to the State of Nevada; 2) 38.77% to the Local Governments to be further allocated by percentage of claims data for the Local Governments as outlined in **Exhibit D**, attached; and 3) 17.37% representing what is referred to as the Nevada Medicaid Match which amount shall be further allocated: a) 65% to Clark County, b) 10% to Washoe County, and c) 25% to the remaining counties by population, all of which is outlined in **Exhibit E**, attached.

3. The State of Nevada and Litigating Counties and Litigating Cities and Districts are, after deduction of Lead Litigator Costs, unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if applicable, from any Recovery, each responsible for any remaining costs of that Party's litigation from that Party's share of the Recovery.

4. The State of Nevada and Litigating Counties and Litigating Cities and Districts are each responsible for payment of any attorney fees for the use of Counsel in maintaining their respective litigation from their share of the recoveries pursuant to the terms of their respective contingency fee agreements. In the event Counsel is eligible to apply for attorney fees or costs from a national fund created by a Defendant(s) in connection with a Recovery, Counsel will refund any amount recovered from said national fund proportionate to the amount of attorney fees paid under each respective contingency fee agreement. Additionally, 25% shall be deducted from the share of each of the Non-Litigating Counties. The total of the monetary value deducted pursuant to this paragraph shall be allocated to the Litigating Counties by total percentage of claims data for those counties as

outlined in **Exhibit F**, attached.

5. In the event a Local Government merges, dissolves, ceases to exist, or is excluded from a specific recovery for any reason, the allocation percentage for that Local Government shall be reallocated as follows:

   a. If a Local Government excluded under this paragraph is a Litigating City or District, then that Litigating City or District's share shall be added to the share of the County in which the Litigating City or District is located in addition to the County's allocated share.

   b. If a Local Government excluded under this paragraph is a County, then that County's share shall be added to the State's share minus the shares of any Litigating City or District located within the excluded County that would otherwise be entitled to receive their shares.

6. Funds received by the State of Nevada or Local Governments, which are obtained from entities or individuals not listed on **Exhibit C**, or from sources unrelated to a Recovery, i.e., via grant, bequest, gift or the like, are excluded from this Agreement.

7. The State of Nevada's share of Recoveries, after deduction of attorney fees and any remaining costs, shall be deposited in the Fund for Resilient Nevada through Senate Bill 390 (2021).

8. Nothing in this Agreement alters or intends to alter or change the right of the State of Nevada or any Local Government to pursue its own claims against any Defendant through that Parties' separate litigation. Rather, the intent of this Agreement is to join all Parties to seek and negotiate binding global settlement or settlements and to obtain Recoveries with one or more Defendants for the benefit

of all Parties within the State of Nevada.

C. Waiver of Conflict of Interest. Consistent with the intent of this Agreement, the Parties agree that there is no conflict of interest in Counsel representing the Parties to this Agreement, but to the extent Counsel's representation may constitute a conflict of interest, the Parties waive any potential conflict of interest.

D. Reporting

Accountability - Prior to July 1st of each year, or as otherwise required by any Court Order, each of the Local Governments shall provide information to the State about how they intend to expend their shares of any Recovery/Recoveries to ensure such funds are being used for approved uses only. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about programs receiving the subject funds.

E. Miscellaneous

1. Construction. With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the Parties are required to interpret or construe any such term or condition, no consideration shall be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.
2. Severability Clause. In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.
3. Entire Agreement. This Agreement, contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Nevada.

5. Amendments. Any and all amendments to this Agreement must be in writing which must be signed by all parties and must be approved by their respective Boards, Councils, or Commissions.

6. Signature in Counterparts. This Agreement 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. This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof.

7. Legal Advice. The Parties acknowledge that they have been advised to have this Agreement reviewed by their respective Deputy Attorney Generals, District Attorneys, and City Attorneys (collectively "Government Attorneys") and Government Attorneys have had the opportunity to participate in the negotiation of this Agreement.

F. Acknowledgment of Agreement and Binding Authority

This Agreement has been collaboratively drafted to maintain all individual claims and causes of action in each Parties' litigation against Defendants while allowing the State and its Local Governments to cooperate in exploring all possible means of obtaining a Recovery against the Defendants. This Agreement is jointly entered into by the State of Nevada and Local Governments, is approved by the Parties' respective Boards, Councils, and Commissions, and

provides binding authority from each Party to the Agreement regarding the resolution through the Negotiating Committee and allocation of any Recovery. However, nothing in this agreement binds any party to any specific outcome of each Parties' litigation.

We, the undersigned, hereby agree to be bound by this Agreement, which shall have an effective date of July 15, 2021.

Executed this _____ day of _____, 2021.

STATE OF NEVADA

By: _____ Dated:_____
NEVADA ATTORNEY GENERAL

CHURCHILL COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CLARK COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

DOUGLAS COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

ELKO COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

ESMERALDA COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

EUREKA COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

HUMBOLDT COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

LANDER COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

LINCOLN COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

LYON COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

MINERAL COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

PERSHING COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

STOREY COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

WASHOE COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

WHITE PINE COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

BOULDER CITY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

NYE COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CARSON CITY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF HENDERSON

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF LAS VEGAS

Approved as to form
John S. Ridilla 7/13/21
John S. Ridilla Date
Deputy City Attorney

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF MESQUITE

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF NORTH LAS VEGAS

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF RENO

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF WEST WENDOVER

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF FERNLEY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF ELY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF SPARKS

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

NORTHERN LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CENTRAL LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

EXHIBIT A

LOCAL GOVERNMENT	COURT	CASE NO.
Carson City	1st Judicial District Court	20TRT00471B
Clark County	8th Judicial District Court	A-17-765828-C *Transferred to MDL*
Churchill County	10th Judicial District Court	20-10DC-0805
Douglas County	9th Judicial District Court	2020CV00139
Elko County		
Esmeralda County	5th Judicial District Court	CV20-5117
Eureka County		
Humboldt County	6th Judicial District Court	CV0022306
Lander County		
Lincoln County	7th Judicial District Court	CV0702620
Lyon County	3rd Judicial District Court	20-CV-00795
Nye County	MDL	1:18-op-46238-DAP
Northern Lyon County Fire Protection District	3rd Judicial District Court	20-CV-00795
Central Lyon County Fire Protection District	3rd Judicial District Court	20-CV-00795
Mineral County	11th Judicial District Court	21CV-TT12-2020-0104
Pershing County		
Storey County		
Washoe County	2nd Judicial District Court	CV20-01142
White Pine County	7th Judicial District Court	CV-2007076
City of West Wendover	4th Judicial District Court	DC-CV-20-70

EXHIBIT A

City of Fernley	3rd Judicial District Court	20-CV-00796
City of Sparks	2nd Judicial District Court	CV20-01152
City of Ely	7th Judicial District Court	CV-2007077
City of Las Vegas	8th Judicial District Court	A-19-800697-B
City of North Las Vegas	8th Judicial District Court	A-19-800699-B
City of Henderson	8th Judicial District Court	A-19-800695-B
City of Reno	2nd Judicial District Court	CV18-01895
City of Mesquite	U.S District Court, District of Nevada	2:19-cv-01058 *Transferred to MDL*
Boulder City	U.S District Court, District of Nevada	2:19-cv-01057 *Transferred to MDL*

EXHIBIT B

LITIGATING CITIES AND DISTRICTS	COURT	CASE NO.
City of West Wendover	4th Judicial District Court	DC-CV-20-70
City of Fernley	3rd Judicial District Court	20-CV-00796
City of Sparks	2nd Judicial District Court	CV20-01152
City of Ely	7th Judicial District Court	CV-2007077
City of Las Vegas	8th Judicial District Court	A-19-800697-B
City of North Las Vegas	8th Judicial District Court	A-19-800699-B
City of Henderson	8th Judicial District Court	A-19-800695-B
City of Reno	2nd Judicial District Court	CV18-01895
City of Mesquite	U.S District Court, District of Nevada	2:19-cv-01058 *Transferred to MDL*
Boulder City	U.S District Court, District of Nevada	2:19-cv-01057 *Transferred to MDL*
Northern Lyon County Fire Protection District	3rd Judicial District Court	20-CV-00795
Central Lyon County Fire Protection District	3rd Judicial District Court	20-CV-00795

EXHIBIT C

DEFENDANTS
A&H KATSCHKE LTD dba MEADOW VALLEY PHARMACY
ACTAVIS INC f/k/a WATSON PHARMACEUTICALS INC
ACTAVIS PHARMA, INC. f/k/a WATSON PHARMA, INC
ACTAVIS PHARMA, INC.
ACTAVIS, LLC
ADAM KATSCHKE
AIDA B MAXAM
ALEC BURLAKOFF
ALEJANDRO JIMINEZ INCERA
ALLERGAN FINANCE, LLC (fka ACTAVIS, INC. fka WATSON PHARMACEUTICALS, INC.)
ALLERGAN INC
ALLERGAN PLC f/k/a ACTAVIS PLC
ALLERGAN USA INC
AMERICAN DRUG STORES
AMERISOURCEBERGEN DRUG CORPORATION
ANDA PHARMACEUTICALS, INC.
ANDA, INC
BAILY STORES LLC dba PROFESSIONAL PHARMACY
BEACON COMPANY
BEVERLY SACKLER
BOB TUCKER, INC. dba BOB TUCKER'S UNITED DRUG
C&R PHARMACY d/b/a KEN'S PHARMACY f/k/a LAM'S PHARMACY
CARDINAL HEALTH 105, INC.
CARDINAL HEALTH 108 LLC D/B/A METRO MEDICAL SUPPLY
CARDINAL HEALTH 108, LLC
CARDINAL HEALTH 110, LLC
CARDINAL HEALTH 200, LLC
CARDINAL HEALTH 414, LLC
CARDINAL HEALTH 6 INC
CARDINAL HEALTH INC.
CARDINAL HEALTH PHARMACY SERVICES, LLC
CARDINAL HEALTH TECHNOLOGIES
CARDIOLOGY PC
CEPHALON, INC.
CVS HEALTH CORP.
CVS INDIANA
CVS PHARMACY, INC.

EXHIBIT C

CVS RX SERVICES INC
CVS TN DISTRIBUTION LLC
DAVID A. SACKLER
DEPOMED, INC
DEREK BRADDIX, APRN
DEVENDRA I. PATEL
DEVENDRA I. PATEL
ECONOMY DRUG
ECONOMY DRUG INC
ENDO HEALTH SOLUTIONS INC.
ENDO INTERNATIONAL PLC
ENDO PHARMACEUTICALS, INC.
GARY C RIDENOUR A PROFESSIONAL CORPORATION dba HIGH DESERT CLINIC
GARY C RIDENOUR dba HIGH DESERT CLINIC
GARY C. RIDENOUR MD
HOLPER OUT-PATIENTS MEDICAL CENTER, LTD
HORACE PAUL GUERRA IV
ILENE SACKLER LEFCOURT
INCERA LLC
INCERA-IUVENTUS MEDICAL GROUP PC
INSYS THERAPEUTICS, INC.
JANSSEN PHARMACEUTICA INC. n/k/a JANSSEN PHARMACEUTICALS, INC.
JANSSEN PHARMACEUTICALS, INC.
JOHN KAPOOR
JOHNSON & JOHNSON
JOLLY'S DRUG STORE LLC dba JOLLY'S DRUG STORE
JONATHAN D. SACKLER
JOSEPH A ROWAN
KATHE A. SACKLER
KROGER LIMITED PARTNERSHIP II D/B/A PEYTON'S NORTHERN
LONGS DRUG STORE CALIFORNIA LLC
MALLINCKRODT BRAND PHARMACEUTICALS INC
MALLINCKRODT LLC
MALLINCKRODT PLC
MALLINCKRODT US HOLDINGS, INC.
MASTERS PHARMACEUTICAL, LLC. f/k/a MASTERS PHARMACEUTICAL INC
MCKESSON CORPORATION
MICHAEL BABICH

EXHIBIT C

MORTIMER D.A. SACKLER
NORAMCO, INC.
OMNICARE DISTRIBUTION CENTER LLC
ORTHOMCNEIL-JANSSEN PHARMACEUTICALS, INC. n/k/a JANSSEN PHARMACEUTICALS, INC
P.F. LABORATORIES, INC.
PAR PHARMACEUTICAL COMPANIES.
PAR PHARMACEUTICAL, INC.
PATEL NORTH EASTERN NEVADA
PATEL NORTHEASTERN NEVADA CARDIOLOGY PC
PLP ASSOCIATES HOLDINGS L.P.
PURDUE HOLDINGS, L.P.
PURDUE PHARMA L.P.
PURDUE PHARMA, INC.
PURDUE PHARMACEUTICALS LP
RAND FAMILY CARE LLC
REX DRUG CO. dba REX DRUG
RICHARD M SIMON
RICHARD S. SACKLER
RITE AID CORPORATION
RITE AID OF MARYLAND, INC. D/B/A RITE AID MID-ATLANTIC CUSTOMER SUPPORT CENTER, INC.
ROBERT D. HARVEY
ROBERT GENE RAND
ROSEBAY MEDICAL COMPANY L.P.
SAFEWAY INC. dba SAFEWAY PHARMACY #2255
SCOLARI'S FOOD & DRUG COMPANY aka SCOLARI'S PHARMACY #23
SCOLARI'S WAREHOUSE MARKETS, INC.
SHOUPING LI
SMITH'S FOOD & DRUG CENTERS, INC. D/B/A PEYTON'S PHOENIX
SPECGX LLC
STEVEN A HOLPER MD PROFESSIONAL CORPORATION;
STEVEN A. HOLPER
SUNRISE LEE
TEVA PHARMACEUTICAL INDUSTRIES, LTD.
TEVA PHARMACEUTICALS USA.
THE KROGER CO
THE PILL BOX LLC dba THE PILL BOX

EXHIBIT C

THE PURDUE FREDERICK COMPANY, INC. d/b/a THE PURDUE FREDERICK COMPANY INC.
THE PURDUE FREDERICK COMPANY, INC.
THERESA SACKLER
THRIFTY PAYLESS, INC
WALGREEN CO.
WALGREEN EASTERN CO., INC
WALGREENS BOOTS ALLIANCE, INC.;
WALMART INC.
WATSON LABORATORIES, INC.
WATSON PHARMACEUTICALS, INC. n/k/a ACTAVIS, INC.

EXHIBIT D

LOCAL GOVERNMENTS ALLOCATIONS - 38.77%	
Government Entity	**Percentage**
CARSON CITY	1.08%
CHURCHILL COUNTY	0.33%
CLARK COUNTY	69.83%
DOUGLAS COUNTY	1.05%
ELKO COUNTY	0.64%
ESMERALDA COUNTY	0.05%
EUREKA COUNTY	0.14%
HUMBOLDT COUNTY	1.00%
LANDER COUNTY	0.55%
LINCOLN COUNTY	0.20%
LYON COUNTY	0.69%
MINERAL COUNTY	0.73%
NYE COUNTY	1.03%
PERSHING COUNTY	0.51%
STOREY COUNTY	0.13%
WASHOE COUNTY	6.84%
WHITE PINE COUNTY	1.24%
BOULDER CITY	0.21%
ELY CITY	0.01%
FERNLEY CITY	0.02%
HENDERSON CITY	3.33%
LAS VEGAS CITY	3.98%
MESQUITE CITY	0.21%
NORTH LAS VEGAS CITY	3.51%
RENO CITY	1.96%
SPARKS CITY	0.62%
WEST WENDOVER CITY	0.08%
CENTRAL LYON FIRE PROTECTION DISTRICT	0.02%
NORTH LYON FIRE PROTECTION DISTRICT	0.01%

EXHIBIT E

NEVADA MEDICAID MATCH - 17.37% (65:10:25 - Population Model)	
Government Entity	**Percentage**
CLARK COUNTY	65.00%
WASHOE COUNTY	10.00%
CARSON CITY	4.088359%
CHURCHILL COUNTY	1.821249%
DOUGLAS COUNTY	3.575742%
ELKO COUNTY	3.858921%
ESMERALDA COUNTY	0.063830%
EUREKA COUNTY	0.148353%
HUMBOLDT COUNTY	1.230617%
LANDER COUNTY	0.404478%
LINCOLN COUNTY	0.378961%
LYON COUNTY	4.204906%
MINERAL COUNTY	0.329388%
NYE COUNTY	3.401580%
PERSHING COUNTY	0.491706%
STOREY COUNTY	0.301458%
WHITE PINE COUNTY	0.700452%

EXHIBIT F

LITIGATING COUNTIES 25% FEE ALLOCATION	
Government Entity	**Percentage**
CARSON CITY	1.28%
CHURCHILL COUNTY	0.39%
CLARK COUNTY	83.08%
DOUGLAS COUNTY	1.24%
ESMERALDA COUNTY	0.06%
HUMBOLDT COUNTY	1.19%
LINCOLN COUNTY	0.24%
LYON COUNTY	0.82%
MINERAL COUNTY	0.87%
NYE COUNTY	1.22%
WASHOE COUNTY	8.14%
WHITE PINE COUNTY	1.47%

ONE NEVADA AGREEMENT ON ALLOCATION OF OPIOID RECOVERIES

WHEREAS, the people of the State of Nevada and its communities have been harmed by the misfeasance, nonfeasance, and malfeasance of certain individuals and entities, including licit and illicit opioid distribution, that has created an opioid epidemic both nationally and within the State of Nevada;

WHEREAS, on January 24, 2019, the Honorable Steve Sisolak, Governor of the State of Nevada, in consultation with the Honorable Aaron D. Ford, Attorney General of the State of Nevada, entered a Declaration of Findings Pursuant to NRS 228.1111(1)(a), declaring that the State of Nevada is combating the opioid epidemic;

WHEREAS, the State of Nevada though its elected representatives and counsel, including the Honorable Aaron D. Ford, Attorney General of the State of Nevada, and certain Local Governments, through their elected representatives and counsel, are separately engaged in opioid-related litigation seeking to hold various entities and individuals accountable for the opioid epidemic in the State of Nevada based on their misconduct relating to the unlawful manufacture, marketing, promotion, distribution, and/or dispensing of prescription opioids;

WHEREAS, the State of Nevada and its Local Governments share a common desire to remediate and alleviate the impacts of the opioid epidemic throughout the State of Nevada;

THEREFORE, the State of Nevada and its Local Governments, desire, subject to formal approval effectuating this One Nevada Agreement on Allocation of Opioid Recoveries ("Agreement") relating to the resolution or partial resolution of opioid-related litigation and the allocation and use of the proceeds of any Recoveries as described; and

NOW THEREFORE, the Parties agree and desire to be bound as follows:

Submitted at Meeting by Staff
Date: 7/21/2021 Item:10

A. Definitions

As used in this Agreement:

1. The "State" or "State of Nevada" shall mean the State of Nevada acting through its Attorney General.

2. "Local Governments" shall mean the Local Governments listed in **Exhibit A**, attached.

3. "Litigating Counties" shall mean the following Nevada Counties: Carson City, Churchill, Clark, Douglas, Esmeralda, Humboldt, Lincoln, Lyon, Mineral, Nye, Washoe, and White Pine;

4. "Non-Litigating Counties" shall mean the following Nevada Counties: Elko, Eureka, Lander, Pershing, and Storey;

5. "Litigating Cities and Districts" shall mean the Cities and Districts listed in **Exhibit B**, attached;

6. "Counsel" shall mean the contingency fee retained attorneys to the State of Nevada and each of the Litigating Counties and Litigating Cities and Districts for their respective opioid-related litigation.

7. "The Parties" shall mean the State of Nevada and the Local Governments.

8. "Defendant" or "Defendants" shall mean one or more entities and/or individuals responsible for the opioid epidemic in the State of Nevada based upon various theories and causes of action asserted in pending opioid-related litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities and Districts as listed in **Exhibit C**, attached.

9. "Lead Litigator Costs" shall mean the costs incurred to date for opioid-related litigation by the State of Nevada, the Litigating Counties, and the Litigating Cities

and Districts against the Defendants of at the time of any Recovery. Costs do not include attorney fees or contingency fees for Counsel.

10. "Federal Government CMS Medicaid Costs" shall mean 22.52% of any Recovery after deduction of the Lead Litigator Costs that may be asserted, and only if determined to be recoverable, against the State of Nevada's Federal Government Centers for Medicaid Services costs for claims, otherwise commonly known as the federal share of Medicaid claims payments.

11. "Negotiating Committee" shall mean Counsel for the State of Nevada, the Nevada Attorney General or his designees as required by NRS chapter 228.1113, et seq., and Counsel for the Litigating Counties, and the Litigating Cities and Districts (collectively, "Members") in their respective opioid-related litigation.

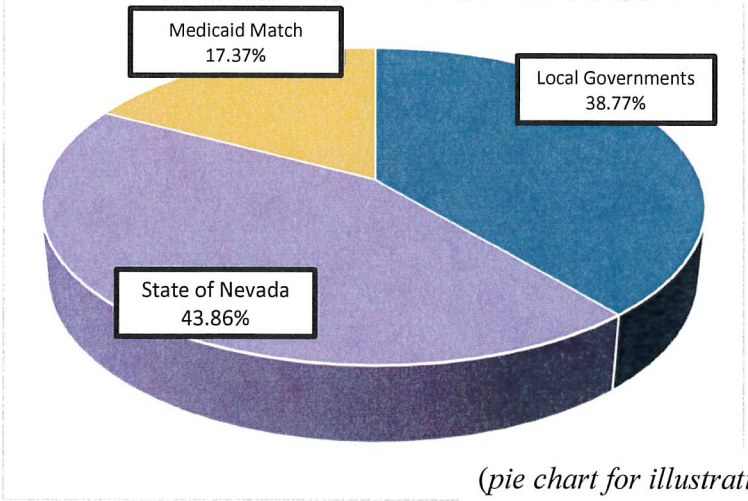
12. "Recovery" or "Recoveries" shall mean monetary amounts obtained through the negotiated resolution of legal or equitable claims against any Defendant in any opioid-related litigation listed in **Exhibit C**, and shall include any Recoveries against any Defendant through bankruptcy proceedings related to the opioid-related litigation in **Exhibit C** to the extent the bankruptcy court allows for use of this Agreement to allocate Recoveries.

13. "Approved Purposes" shall mean only uses to remediate the harms, impact, and risks caused by the opioid epidemic to the State of Nevada and its residents, and are consistent with those uses required by Senate Bill 390 (SB 390) as enrolled by the 81st (2021) Nevada Legislative Session and signed into law by the Nevada Governor, or uses that are listed as an approved use for abatement purposes in any plan approved by a bankruptcy court that are not otherwise inconsistent with SB 390.

B. Allocation of Recoveries

1. With the exception of up to 8% for administrative costs, or unless otherwise limited by Court Order, all Recoveries must be used for Approved Purposes.

2. Any Recovery, after deduction of Lead Litigator Costs, unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, shall be divided into percentages and allocated within these percentages as follows:



(*pie chart for illustrative purposes*)

1) "State of Nevada Allocation": 43.86% to the State of Nevada;

2) "Local Governments Allocation": 38.77% to the Local Governments to be allocated by percentage of claims data for the Local Governments as outlined in **Exhibit D**, attached; and

3) "Medicaid Match Allocation": 17.37% representing what is referred to as the Medicaid Match which amount shall be allocated among the Counties as follows: **a)** 65% to Clark County, **b)** 14% to Washoe County, and **c)** 21% to the remaining Litigating and Non-Litigating Counties by population, as outlined in **Exhibit E**, attached.

3. Unless otherwise directed by court order, the State of Nevada shall receive and divide and allocate any Recoveries described in Paragraph 2.

4. The State of Nevada and Local Governments shall exercise due diligence to complete a release against any Defendant, if necessary, as a result of a Recovery pursuant to this Agreement.

5. The State of Nevada and Local Governments shall make every reasonable effort to coordinate any related press releases and/or press interaction concerning any settlement or other disposition under this Agreement.

6. The State of Nevada and Local Governments are, after deduction of Lead Litigator Costs unless otherwise limited by Court Order, and the Federal Government CMS Medicaid Costs, if and only if applicable, from any Recovery, each responsible for any remaining costs of that Party's litigation from that Party's share of the Recovery after allocation.

7. The State of Nevada and Local Governments are each responsible, unless otherwise directed by court order, for payment of any attorney fees for the use of their Counsel in maintaining their respective opioid-related litigation from their share of the Recoveries after allocation pursuant to the terms of their respective contingency fee agreements. However, in the event Counsel is eligible to apply for attorney fees or costs from a national fund created by one or more Defendants in connection with a Recovery, Counsel will refund any amount recovered from said national fund proportionate to the amount of attorney fees paid under each respective contingency fee agreement.

8. Additionally, a fee adjustment of 25% shall be deducted from the share of each of the allocation amounts to the Non-Litigating Counties described in Paragraph 2 of

this Agreement. The total amount of the fee adjustment deducted pursuant to this paragraph shall then be allocated to the Litigating Counties by total percentage of claims data for those Litigating Counties as outlined in **Exhibit F**, attached.

9. In the event a Local Government merges, dissolves, ceases to exist, opioid-related litigation is dismissed with prejudice including the exhaustion of any and all appeals related to the Court's order of dismissal, or is excluded from a specific recovery for any reason, the allocation percentage for that Local Government shall be reallocated as follows:

   a. If a Local Government excluded under this paragraph is a Litigating City or District, then that Litigating City or District's allocated share shall be added to the share of the County in which the Litigating City or District is located in addition to the County's allocated share.

   b. If a Local Government excluded under this paragraph is a County, then that County's allocated share shall be added to the State's share minus the allocated shares of any Litigating City or District located within the excluded County that would otherwise be entitled to receive their shares.

10. Funds received by the State of Nevada or Local Governments, which are obtained from entities or individuals not listed on **Exhibit C**, or from sources unrelated to a Recovery, i.e., via grant, bequest, gift or the like, are excluded from this Agreement.

11. The State of Nevada's share of Recoveries, after deduction of any remaining costs and attorney fees, shall be deposited in the Fund for Resilient Nevada through Senate Bill 390 (2021).

12. Nothing in this Agreement alters or intends to alter or change the right of the State of Nevada or any Local Governments to pursue its own claims against any Defendant through that Parties' separate opioid-related litigation. Rather, the intent of this Agreement is to join all Parties to seek and negotiate binding global settlement or settlements and to obtain Recoveries with one or more Defendants in the State of Nevada or Local Governments opioid-related litigation for the benefit of all Parties to this Agreement.

C. Waiver of Conflict of Interest. Consistent with the intent of this Agreement, the Parties agree that there is no conflict of interest in Counsel representing the Parties to this Agreement, but to the extent Counsel's representation may constitute a conflict of interest, the Parties waive any potential conflict of interest.

D. Reporting. Accountability - Prior to July 1st of each year, or as otherwise required by any Court Order, each of the Local Governments shall provide information to the State, to the attention of Mark J. Krueger, Chief Deputy Attorney General at mkrueger@ag.nv.gov, about how they intend to expend, and how they did expend, their allocated shares of any Recovery/Recoveries to ensure such Recoveries are being used for Approved Purposes only. Local Governments shall respond and provide documents to any reasonable requests from the State for data or information about the use of the Recoveries, including Local Government or third-party programs, services, or infrastructure receiving the Recoveries.

E. Miscellaneous

1. **Construction.** With regard to each and every term and condition of this Agreement, the Parties understand and agree that the same have or has been mutually negotiated, prepared and drafted, and if at any time the Parties are required to interpret or construe any such term or condition, no consideration shall

be given to the issue of which Party actually prepared, drafted or requested any term or condition thereof.

2. **Severability Clause.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

3. **Entire Agreement.** This Agreement, contains the entire agreement between the Parties and supersedes and cancels all previous negotiations and agreements, if any.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the law of the State of Nevada.

5. **Amendments.** Any and all amendments to this Agreement must be in writing which must be signed by all Parties and must be approved by their respective Commissions, Councils, or Boards.

6. **Signature in Counterparts.** This Agreement 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. This Agreement and any amendments thereto, to the extent signed and delivered by means of a facsimile machine or electronic scan (including in the form of an Adobe Acrobat PDF file format), shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof.

7. **Legal Advice.** The Parties acknowledge that they have been advised to have this Agreement reviewed by their respective Deputy Attorney Generals, District Attorneys, and City Attorneys (collectively "Government Attorneys") and the

Government Attorneys have had the opportunity to participate in the negotiation of this Agreement.

F. Acknowledgment of Agreement and Binding Authority

This Agreement has been collaboratively drafted to maintain all individual claims and causes of action in each Parties' opioid-related litigations while allowing the State and its Local Governments to cooperate in exploring all possible means of obtaining a Recovery/Recoveries against the Defendants. This Agreement is jointly entered into by the State of Nevada and Local Governments, is approved by the Parties' respective Commissions, Councils, and Boards, and provides binding authority from each Party to the Agreement regarding the resolution through the Negotiating Committee and allocation of any Recovery. However, other than those settlements or other disposition in this Agreement, nothing in this Agreement binds any party to any specific outcome of each Parties' opioid-related litigation.

We, the undersigned, hereby agree to be bound by this Agreement, which shall have an effective date of August 9, 2021.

Executed this _____ day of_____, 2021.

STATE OF NEVADA

By: _____ Dated:_____
NEVADA ATTORNEY GENERAL

CHURCHILL COUNTY

By: _____ Dated:_____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CLARK COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

DOUGLAS COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

ELKO COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

ESMERALDA COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

EUREKA COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

HUMBOLDT COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

LANDER COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

LINCOLN COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

LYON COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

MINERAL COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

PERSHING COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

STOREY COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

WASHOE COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

WHITE PINE COUNTY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

BOULDER CITY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

NYE COUNTY

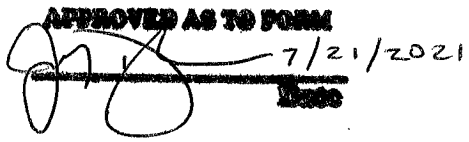
By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CARSON CITY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF HENDERSON

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT



CITY OF LAS VEGAS

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF MESQUITE

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF NORTH LAS VEGAS

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF RENO

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF WEST WENDOVER

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF FERNLEY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF ELY

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CITY OF SPARKS

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

NORTHERN LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

CENTRAL LYON COUNTY FIRE
PROTECTION DISTRICT

By: _____ Dated: _____
REPRESENTATIVE FOR THE
LOCAL GOVERNMENT

EXHIBIT A

LOCAL GOVERNMENT	COURT	CASE NO.
Carson City	1st Judicial District Court	20TRT00471B
Clark County	8th Judicial District Court	A-17-765828-C *Transferred to MDL*
Churchill County	10th Judicial District Court	20-10DC-0805
Douglas County	9th Judicial District Court	2020CV00139
Elko County		
Esmeralda County	5th Judicial District Court	CV20-5117
Eureka County		
Humboldt County	6th Judicial District Court	CV0022306
Lander County		
Lincoln County	7th Judicial District Court	CV0702620
Lyon County	3rd Judicial District Court	20-CV-00795
Nye County	MDL	1:18-op-46238-DAP
Northern Lyon County Fire Protection District	3rd Judicial District Court	20-CV-00795
Central Lyon County Fire Protection District	3rd Judicial District Court	20-CV-00795
Mineral County	11th Judicial District Court	21CV-TT12-2020-0104
Pershing County		
Storey County		
Washoe County	2nd Judicial District Court	CV20-01142
White Pine County	7th Judicial District Court	CV-2007076
City of West Wendover	4th Judicial District Court	DC-CV-20-70

EXHIBIT A

City of Fernley	3rd Judicial District Court	20-CV-00796
City of Sparks	2nd Judicial District Court	CV20-01152
City of Ely	7th Judicial District Court	CV-2007077
City of Las Vegas	8th Judicial District Court	A-19-800697-B
City of North Las Vegas	8th Judicial District Court	A-19-800699-B
City of Henderson	8th Judicial District Court	A-19-800695-B
City of Reno	2nd Judicial District Court	CV18-01895
City of Mesquite	U.S District Court, District of Nevada	2:19-cv-01058 *Transferred to MDL*
Boulder City	U.S District Court, District of Nevada	2:19-cv-01057 *Transferred to MDL*

EXHIBIT B

LITIGATING CITIES AND DISTRICTS	COURT	CASE NO.
City of West Wendover	4th Judicial District Court	DC-CV-20-70
City of Fernley	3rd Judicial District Court	20-CV-00796
City of Sparks	2nd Judicial District Court	CV20-01152
City of Ely	7th Judicial District Court	CV-2007077
City of Las Vegas	8th Judicial District Court	A-19-800697-B
City of North Las Vegas	8th Judicial District Court	A-19-800699-B
City of Henderson	8th Judicial District Court	A-19-800695-B
City of Reno	2nd Judicial District Court	CV18-01895
City of Mesquite	U.S District Court, District of Nevada	2:19-cv-01058 *Transferred to MDL*
Boulder City	U.S District Court, District of Nevada	2:19-cv-01057 *Transferred to MDL*
Northern Lyon County Fire Protection District	3rd Judicial District Court	20-CV-00795
Central Lyon County Fire Protection District	3rd Judicial District Court	20-CV-00795

EXHIBIT C

DEFENDANTS
A&H KATSCHKE LTD dba MEADOW VALLEY PHARMACY
ACTAVIS INC f/k/a WATSON PHARMACEUTICALS INC
ACTAVIS PHARMA, INC. f/k/a WATSON PHARMA, INC
ACTAVIS PHARMA, INC.
ACTAVIS, LLC
ADAM KATSCHKE
AIDA B MAXAM
ALEC BURLAKOFF
ALEJANDRO JIMINEZ INCERA
ALLERGAN FINANCE, LLC (fka ACTAVIS, INC. fka WATSON PHARMACEUTICALS, INC.)
ALLERGAN INC
ALLERGAN PLC f/k/a ACTAVIS PLC
ALLERGAN USA INC
AMERICAN DRUG STORES
AMERISOURCEBERGEN DRUG CORPORATION
ANDA PHARMACEUTICALS, INC.
ANDA, INC
BAILY STORES LLC dba PROFESSIONAL PHARMACY
BEACON COMPANY
BEVERLY SACKLER
BOB TUCKER, INC. dba BOB TUCKER'S UNITED DRUG
C&R PHARMACY d/b/a KEN'S PHARMACY f/k/a LAM'S PHARMACY
CARDINAL HEALTH 105, INC.
CARDINAL HEALTH 108 LLC D/B/A METRO MEDICAL SUPPLY
CARDINAL HEALTH 108, LLC
CARDINAL HEALTH 110, LLC
CARDINAL HEALTH 200, LLC
CARDINAL HEALTH 414, LLC
CARDINAL HEALTH 6 INC
CARDINAL HEALTH INC.
CARDINAL HEALTH PHARMACY SERVICES, LLC
CARDINAL HEALTH TECHNOLOGIES
CARDIOLOGY PC
CEPHALON, INC.
CVS HEALTH CORP.
CVS INDIANA
CVS PHARMACY, INC.

EXHIBIT C

CVS RX SERVICES INC
CVS TN DISTRIBUTION LLC
DAVID A. SACKLER
DEPOMED, INC
DEREK BRADDIX, APRN
DEVENDRA I. PATEL
DEVENDRA I. PATEL
ECONOMY DRUG
ECONOMY DRUG INC
ENDO HEALTH SOLUTIONS INC.
ENDO INTERNATIONAL PLC
ENDO PHARMACEUTICALS, INC.
GARY C RIDENOUR A PROFESSIONAL CORPORATION dba HIGH DESERT CLINIC
GARY C RIDENOUR dba HIGH DESERT CLINIC
GARY C. RIDENOUR MD
HOLPER OUT-PATIENTS MEDICAL CENTER, LTD
HORACE PAUL GUERRA IV
ILENE SACKLER LEFCOURT
INCERA LLC
INCERA-IUVENTUS MEDICAL GROUP PC
INSYS THERAPEUTICS, INC.
JANSSEN PHARMACEUTICA INC. n/k/a JANSSEN PHARMACEUTICALS, INC.
JANSSEN PHARMACEUTICALS, INC.
JOHN KAPOOR
JOHNSON & JOHNSON
JOLLY'S DRUG STORE LLC dba JOLLY'S DRUG STORE
JONATHAN D. SACKLER
JOSEPH A ROWAN
KATHE A. SACKLER
KROGER LIMITED PARTNERSHIP II D/B/A PEYTON'S NORTHERN
LONGS DRUG STORE CALIFORNIA LLC
MALLINCKRODT BRAND PHARMACEUTICALS INC
MALLINCKRODT LLC
MALLINCKRODT PLC
MALLINCKRODT US HOLDINGS, INC.
MASTERS PHARMACEUTICAL, LLC. f/k/a MASTERS PHARMACEUTICAL INC
MCKESSON CORPORATION
MICHAEL BABICH

EXHIBIT C

MORTIMER D.A. SACKLER
NORAMCO, INC.
OMNICARE DISTRIBUTION CENTER LLC
ORTHOMCNEIL-JANSSEN PHARMACEUTICALS, INC. n/k/a JANSSEN PHARMACEUTICALS, INC
P.F. LABORATORIES, INC.
PAR PHARMACEUTICAL COMPANIES.
PAR PHARMACEUTICAL, INC.
PATEL NORTH EASTERN NEVADA
PATEL NORTHEASTERN NEVADA CARDIOLOGY PC
PLP ASSOCIATES HOLDINGS L.P.
PURDUE HOLDINGS, L.P.
PURDUE PHARMA L.P.
PURDUE PHARMA, INC.
PURDUE PHARMACEUTICALS LP
RAND FAMILY CARE LLC
REX DRUG CO. dba REX DRUG
RICHARD M SIMON
RICHARD S. SACKLER
RITE AID CORPORATION
RITE AID OF MARYLAND, INC. D/B/A RITE AID MID-ATLANTIC CUSTOMER SUPPORT CENTER, INC.
ROBERT D. HARVEY
ROBERT GENE RAND
ROSEBAY MEDICAL COMPANY L.P.
SAFEWAY INC. dba SAFEWAY PHARMACY #2255
SCOLARI'S FOOD & DRUG COMPANY aka SCOLARI'S PHARMACY #23
SCOLARI'S WAREHOUSE MARKETS, INC.
SHOUPING LI
SMITH'S FOOD & DRUG CENTERS, INC. D/B/A PEYTON'S PHOENIX
SPECGX LLC
STEVEN A HOLPER MD PROFESSIONAL CORPORATION;
STEVEN A. HOLPER
SUNRISE LEE
TEVA PHARMACEUTICAL INDUSTRIES, LTD.
TEVA PHARMACEUTICALS USA.
THE KROGER CO
THE PILL BOX LLC dba THE PILL BOX

EXHIBIT C

THE PURDUE FREDERICK COMPANY, INC. d/b/a THE PURDUE FREDERICK COMPANY INC.
THE PURDUE FREDERICK COMPANY, INC.
THERESA SACKLER
THRIFTY PAYLESS, INC
WALGREEN CO.
WALGREEN EASTERN CO., INC
WALGREENS BOOTS ALLIANCE, INC.;
WALMART INC.
WATSON LABORATORIES, INC.
WATSON PHARMACEUTICALS, INC. n/k/a ACTAVIS, INC.

EXHIBIT D

LOCAL GOVERNMENTS ALLOCATION (38.77%)	
Government Entity	**Percentage**
CARSON CITY	1.075935%
CHURCHILL COUNTY	0.326145%
CLARK COUNTY	66.975937%
DOUGLAS COUNTY	1.045568%
ELKO COUNTY	0.637853%
ESMERALDA COUNTY	0.047413%
EUREKA COUNTY	0.143721%
HUMBOLDT COUNTY	1.000680%
LANDER COUNTY	0.548128%
LINCOLN COUNTY	0.198633%
LYON COUNTY	0.685710%
MINERAL COUNTY	0.734928%
NYE COUNTY	1.026687%
PERSHING COUNTY	0.514733%
STOREY COUNTY	0.130572%
WASHOE COUNTY	6.841995%
WHITE PINE COUNTY	1.235851%
BOULDER CITY	0.214114%
ELY CITY	0.009582%
FERNLEY CITY	0.020925%
HENDERSON CITY	3.333451%
LAS VEGAS CITY	6.835696%
MESQUITE CITY	0.212146%
NORTH LAS VEGAS CITY	3.512749%
RENO CITY	1.963939%
SPARKS CITY	0.615879%
WEST WENDOVER CITY	0.081671%
CENTRAL LYON FIRE PROTECTION DISTRICT	0.021854%
NORTH LYON FIRE PROTECTION DISTRICT	0.007505%

EXHIBIT E

MEDICAID MATCH ALLOCATION (17.37%) (65:14:21 - Population)	
Government Entity	**Percentage**
CARSON CITY	3.434222%
CHURCHILL COUNTY	1.529849%
CLARK COUNTY	65%
DOUGLAS COUNTY	3.003624%
ELKO COUNTY	3.241494%
ESMERALDA COUNTY	0.053617%
EUREKA COUNTY	0.124616%
HUMBOLDT COUNTY	1.033718%
LANDER COUNTY	0.339762%
LINCOLN COUNTY	0.318327%
LYON COUNTY	3.532121%
MINERAL COUNTY	0.276686%
NYE COUNTY	2.857327%
PERSHING COUNTY	0.413033%
STOREY COUNTY	0.253224%
WASHOE COUNTY	14%
WHITE PINE COUNTY	0.588380%

EXHIBIT F

LITIGATING COUNTIES ALLOCATION	
Government Entity	**Percentage**
CARSON CITY	1.325117%
CHURCHILL COUNTY	0.401679%
CLARK COUNTY	82.487271%
DOUGLAS COUNTY	1.287717%
ESMERALDA COUNTY	0.058394%
HUMBOLDT COUNTY	1.232434%
LINCOLN COUNTY	0.244635%
LYON COUNTY	0.844517%
MINERAL COUNTY	0.905134%
NYE COUNTY	1.264463%
WASHOE COUNTY	8.426571%
WHITE PINE COUNTY	1.522068%

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
11

DEPARTMENT: Community Services **CONSENT**
DIRECTOR: Kathi Thomas

SUBJECT:
For possible action to approve an allocation of the remaining Emergency Rental Assistance Round 1 (ERA1) funds of $396,047.56 to provide customer service to City of Las Vegas tenants for the Clark County CARES Housing Assistance Program - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas will utilize the remaining $396,047.56 of ERA1 funds issued by the United States Department of the Treasury to partner with community agencies that will provide customer service for the CHAP rental assistance program to City of Las Vegas tenants and administrative costs.

RECOMMENDATION:
Staff recommends the Mayor and City Council to approve the utilization of the remaining ERA1 allocation and authorize the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney. Staff also recommends the Director of Community Services be authorized to award and execute documents related to the award of funds including unallocated funds and reprogramming of unspent funds in the event that funds are recaptured in accordance with ERA1 program guidelines.

BACKUP DOCUMENTATION:
1. Summary of ERA1 Allocation

ERA1 PROGRAMMING AND SERVICES

FUNDING	PROGRAM/SERVICES	WARD	ALLOCATION AMOUNT	DESCRIPTION	PRIORITY CATEGORY
ERA1	Boys and Girls Club	Ward 5	$50,000	Provide customer service to city of Las Vegas tenants for the CHAP Rental Assistance Program to include: Answers phone calls & emails about the program guidelines, eligibility requirements and application process Helps clients navigate the Neighborly portal & complete the online application Assists clients with identifying required documentation & submitting into application portal Conducts review of the application, if needed, to determine if any documentation is missing and corresponds with clients about status Assists clients who have received eviction notices to file their response online Provide clients with the Eviction Declaration Form & refer to Legal Aid Center and Nevada Legal Services when necessary	HOMELESS / AT-RISK HOMELESS
ERA1	House of Immigrant	Ward 3	$50,000	Same services as described above.	HOMELESS / AT-RISK HOMELESS
ERA1	YMCA	Ward 1	$50,000	Same services as described above.	HOMELESS / AT-RISK HOMELESS
ERA1	Administration Costs	All Wards	$246,047.56	Grant Coordinator position	
		Total ERA1 Programming and Services	**396,047.56**		

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
12

DEPARTMENT: Community Services **CONSENT**
DIRECTOR: Kathi Thomas

SUBJECT:
For possible action to approve an allocation of $15,668,695 in Emergency Rental Assistance Round 2 (ERA2) funds to the City of Las Vegas by the United States Department of the Treasury to support housing stability for renters at risk of eviction - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas will utilize $15,668,695 of the United States Department of the Treasury ERA2 funds to support housing stability for renters at risk of eviction to include, but not limited to, payment of rents and rent arrears, utility assistance, moving expenses, eviction prevention and diversion programs, helping families experiencing homelessness gain access to assistance, outreach activities, and administration costs.

RECOMMENDATION:
Staff recommends the Mayor and City Council to approve the ERA2 allocation and authorize the Mayor to execute any and all related agreements and documents required for the projects, programs, and awards following approval as to form by the City Attorney. Staff also recommends the Director of Community Services be authorized to execute documents related to the award of unallocated funds and reprogram unspent funds in the event that funds are recaptured in accordance with eligible ERA2 program guidelines.

BACKUP DOCUMENTATION:
1. Summary of Total ERA2 Allocations

ERA2 PROGRAMMING AND SERVICES

FUNDING	PROGRAM/SERVICES	WARD	ALLOCATION AMOUNT	DESCRIPTION	PRIORITY CATEGORY
ERA2	Rental Assistance	All Wards	$13,318,390.75	Rental assistance for up to 600 eligible households to include up to 18 months of rent and utility arrears, rent and utility payments, security deposits, application fees, utility deposits, and first and last month's rent.	HOMELESS / AT-RISK HOMELESS
ERA2	Housing Stability Services and Administration	All Wards	$2,350,304.25	Eligible services for Housing stability include those that enable eligible households to maintain or obtain housing to include eviction prevention and eviction diversion programs; medication between landlords and tenants; housing counseling; fair housing counseling; housing navigators that help households access ERA programs or find housing; case management related to housing stability; housing-related services for survivors of domestic abuse or human trafficking; legal services or attorney's fees related to eviction proceedings and maintaining housing stability; specialized services for individuals with disabilities or seniors that support their ability to access or maintain housing. Administration costs to support program operations.	HOMELESS/AT-RISK HOMELESS
		Total ERA2 Programming and Services	**15,668,695**		

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
13

DEPARTMENT: Community Services **CONSENT**
DIRECTOR: Kathi Thomas

SUBJECT:
For possible action to approve the Fourth Amendment to the FY 2019-2020 HUD Annual Action Plan that secures an allocation of $4,416,396 in Community Development Block Grant (CDBG) CARES Act (CDBG-CV) Round 3 funds to the City of Las Vegas by the United States Department of Housing and Urban Development (HUD) to prevent, prepare for, and respond to the Coronavirus pandemic - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas will utilize $4,416,396 of the United States Department of Housing and Urban Development (HUD) CDBG CARES Act (CDBG-CV) Round 3 funds to prevent, prepare for, and respond to COVID-19.

RECOMMENDATION:
Staff recommends the Mayor and City Council to approve the third round of CDBG-CV allocation and authorize the Mayor to execute any and all related agreements and documents required for the projects following approval as to form by the City Attorney. Staff also recommends the Director of Community Services be authorized to execute documents related to the award of unallocated funds and reprogram unspent funds in the event that funds are recaptured.

BACKUP DOCUMENTATION:
1. Summary of Total CDBG-CV Round 3 Grant Allocations
2. City of Las Vegas Fourth Amended FY2019-2020 HUD Annual Action Plan

CDBG-CV3 PROGRAMMING AND SERVICES

FUNDING	PROGRAM/SERVICES	WARD	ALLOCATION AMOUNT	DESCRIPTION	PRIORITY CATEGORY
CDBG-CV3	Emergency Shelter for Medically Fragile Guests	All Wards	$1,404,774.21	Operate emergency shelter: Certified Nurse Assistants, Clinical Providers, Staffing and Operations	HOMELESS / DIRECT SERVICES
CDBG-CV3	Shelter Operations	All Wards	$1,695,947	Increase shelter operations	HOMELESS/DIRECT SERVICES
CDBG-CV3	Rapid Rehousing and Diversion	All Wards	$432,395.80	Rapid Rehousing effort to house 2022 individuals by December 2022	HOMELESS/DIRECT SERVICES
CDBG-CV3	Administration Costs		$883,279	Staffing, programmatic requirements and supplies to administer COVID-19 related programs	HOMELESS/DIRECT SERVICES
		Total CDBG-CV3 Programming and Services	**4,416,396**		

City of Las Vegas
Fourth Amended
FY2019-2020 HUD Annual Action Plan

Prepared by the Office of Community Services March 2021

The amended Action Plan incorporates the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds and how the City will use its 2 rounds of CDBG-CV, 2 rounds of ESG-CV, and HOPWA-CV funds to prevent, prepare for and respond to COVID-19.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Las Vegas is amending its 2019 - 2020 HUD Action Plan to include Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funds to prevent, prepare for, and respond to the coronavirus pandemic (COVID-19).

The City has received the following: CDBG-CV Rounds 1 & 3 of $7,498,698, ESG-CV Rounds 1& 2 of $9,895,110.00, HOPWA-CV $280,792.00 with the following flexibilities:

CDBG-CV: HUD is waiving the requirements at 42 U.S.C. 12705(a)(2) to the extent it requires updates to the housing and homeless needs assessment, housing market analysis, and strategic plan and 24 CFR 91.220 and 91.320 to the extent the action plan is limited to a specific program year to permit grantees to prepare substantial amendments to their most recent annual action plan, including their 2019 annual action plan. Also, HUD is waiving 24 CFR 91.505 to facilitate the use of CDBG-CV funds to the extent necessary to require submission of the substantial amendment to HUD for review under 24 CFR 91.500.

ESG-CV: 1) The funds may be used to cover or reimburse allowable costs incurred by a State or locality before the award of funding (including prior to signing the CARES Act); 2) The funds are not subject to the spending cap on emergency shelter and outreach; 3) The funds are exempt from ESG Matching requirements; 4) The funds may be used to provide homelessness prevention assistance to any individual or family who does not have income higher that HUD's Very Low-Income Limit for the area and meets criteria of the "at risk homelessness" definition in 24CFR 576.3; 5) Recipients may deviate from applicable procurement standards when using these funds to procure goods and services; 6) While HUD encourages offering of treatment and supportive services when necessary to assistant vulnerable homeless populations, individuals and families experiencing homelessness must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used, notwithstanding 24 CFR 576.401(e).

HOPWA-CV: Funds may be used as support to maintain operations and for rental assistance, supportive services, and other necessary actions. HUD has provided additional flexibility to program participants to prevent the spread of COVID-19 and to facilitate assistance to eligible communities and households economically impacted by the virus.

The submission of the Annual Action Plan meets the United States Department of Housing and Urban Development (HUD) requirements for consolidating several grant programs into one proposal. These programs include Community Development Block Grant (CDBG), Emergency Solutions Grant (ESG), HOME Investment Partnership Act (HOME), and Housing Opportunities for Persons with AIDS (HOPWA), and Lead Hazard Control and Healthy Homes. HUD released the 2019-2020 allocation in May 2019.

- CDBG $5,074,650
- ESG $441,833
- HOME $2,019,021
- HOPWA $1,712,967

Besides, the City of Las Vegas (CLV) leverages funding to provide additional valuable services to our most vulnerable citizens, below are estimated 2019-2020 funding amounts which may change once State of Nevada allocations are announced:

- Low Income Housing Trust Fund (LIHTF) $922,150
- State HOME $408,025
- General Funds

In this proposal, the City of Las Vegas intends to describe its July 1, 2019 – June 30, 2020 initiatives for providing adequate housing and education, promoting safe and livable communities, and creating self-sustaining opportunities for the homeless, low and moderate-income households using the aforementioned aggregate funds.

The City is drafting the third amendment to its 2019-2020 Annual Action plan to include how the City will use its third round of CDBG-CV funds to prevent, prepare for, and respond to COVID-19

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

The City will use its allocation of CARES Act funds for homeless prevention, building improvements, respite shelter operations for vulnerable citizens, and economic development activities that stabilize communities during and beyond COVID-19, and to serve the HIV/AIDS population. A Request for Proposal will be published for agencies who serve the HIV/AIDS community that will carry out services that allow for access to essential services and supplies, education on ways to reduce the risk of getting sick or spreading infectious diseases, provide transportation services including costs for privately-owned vehicle transportation when needed to access medical care, supplies, food and commute to places of

employment, provide nutritious meals and lodging at hotels and motels to quarantine, and provide short-term rent, mortgage, and utility assistance.

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Our community outreach modalities and initiatives are multifaceted; all with the ultimate goal of reducing homelessness, providing adequate housing and education, promoting safe and livable communities, and creating self-sustaining opportunities for low and moderate-income households. The City of Las Vegas, along with its many community partners, intends on implementing the following strategies in order to achieve its objectives:

Neighborhood Revitalization

- Implement measures to prevent neighborhood blight
- Improve Neighborhood Empowerment
- Enhance Senior Services

Continuum of Care

- Develop partnerships to provide assessment, case management and job connections
- Bridge gaps in services for veterans, service members, and their families
- Connect released prisoners to community resources

Prevention and Reduction of Homelessness

- Expand access to homeless services and housing placement by filling existing service gaps in the City's urban core.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The full range of public services, HOME, and Lead Hazard Control and Healthy Home activities are priorities of the OCS FY19 Strategic Plan to Reduce Homelessness, Preserve Neighborhoods, and Improve Quality of Life.

In order to assess the efficacy in which OCS delivers those services through our community partnerships, OCS conducts onsite-monitoring visits, performs desk audits, and recently implemented an electronic performance metrics dashboard. These tools also assist the City in strengthening its community partnerships and facilitate technical assistance as necessary.

Public Services: The City's onsite-monitoring visits of its CDBG and HOPWA programs for the 2017-2018 highlighted the critical services our community partners provide to the City's most vulnerable citizens and the efficiency and effectiveness of carrying out those services. The City partnered with twenty-one CDBG and seven HOPWA subrecipients. Of the twenty-one CDBG recipients monitored, the monitoring team issued three findings. The findings addressed recordkeeping and intake requirements. The results of the HOPWA visits revealed the opportunity for greater collaboration with our agencies to improve health and housing management between Ryan White and HOPWA.

CDBG, HOPWA, and ESG subrecipients have an aggregate total, as of January 31, 2019, of 2,838 new clients, 1,274 existing enrollees, and 3,083 participants who either have exited or been discharged from the programs.

HOME: As previously mentioned, reducing homelessness is a City priority that requires adequate affordable housing. Currently the City of Las Vegas is considering two future projects, the rehabilitation of 125 units at 1720 Searles and the construction of 43 new units of affordable housing at 4445 Diamond Drive. OCS conducted onsite monitoring visits of its 41 projects which revealed excellent compliance with the exception of two. The monitoring team issued findings as a result using incorrect rent limits table and failure to renew leases upon expiration. Each recipient received recommendations as to how to resolve the findings.

Lead Hazard Control and Healthy Home: OCS is in its second program year of its Lead Hazard Control and Healthy Homes program and has completed multiple lead based paint hazard evaluations on several eligible properties, conducted extensive outreach, and hired a contractor for lead hazard construction.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

HUD has waived the requirements for jurisdictions to follow its original Citizen Participation Plans in response to the immediate needs of the community. Correspondingly, the City has updated its Citizen Participation Plan to define "reasonable notice and opportunity" as it pertains to HUD's waiver of no less than 5 days for public comment for any substantial amendment related to COVID-19. Such amendments are time-limited to June 30, 2021. The updated Citizen Participation Plan and amended HUD 2019-2020 Action Plan were published for public comment from April 28, 2020, through May 3, 2020.

The City of Las Vegas follows its Citizen Participation Plan to provide all citizens the opportunity to participate in the planning, implementation, and assessment of the CDBG, ESG, HOPWA, and HOME

programs. This process is led by the Community Development Recommending Board (CDRB) which is appointed by the City Council to obtain input from citizens in their respective wards. It is a committee of up to thirteen (13) members who review the applications, attend presentations the applicants and discuss recommendations for funding.

The grant selection process differed this year as the CDRB was installed to evaluate whether second-year funding would be granted to those agencies that applied and that were awarded a two-year grant in 2018. In addition to the participation of the CDRB, the evaluation and deliberation meeting agenda was advertised in accordance with Open Meeting Law and posted in various locations around the city and on the City of Las Vegas' website beginning on Tuesday, March 19, 2019, for the Tuesday, March 26, 2019 meeting. Agencies that did not meet their established performance measures were invited to address the CDRB and provide reasons for their performance. The meeting was open to all agencies and to all interested parties and was conducted in two adjoining handicapped accessible rooms in Las Vegas City Hall. Additionally, City Council voted to approve the CDRB recommendations in an open meeting held on May 15, 2019, which allowed for citizen participation.

On Monday, April 8, 2019, the City publicized the availability of the 2019-2020 Action Plan in the Las Vegas Review-Journal media outlet for comment. It included how the public could access the Action Plan. In addition, the City uploaded a copy on its website, provided hard copies upon request, and invited the public to submit their written comments to the Office of Community Services. The Public Review and Comment period ended Tuesday, May 14, 2019. The City held a subsequent public hearing at the June 5, 2020, City Council meeting.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Regarding the FY 2019-2020 Amended Action Plan: The City of Las Vegas received one public comment that addressed the shortage of affordable housing and requested the City appropriate a percentage of its CARES Act and FY2020 funds and all of its unspent FY2019 funds towards the emergency construction of affordable housing units to house existing homeless and to prevent homeless *(See Attached).*

No public comments were received in regards to the FY 2019-2020 Action Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

One public comment was received and is attached in the Citizen Participation link in the Administration section of the plan

No public comments were received in regards to the FY 2019-2020 Action Plan.

7. Summary

The City is amending its HUD 2019-2020 Annual Action Plan and Citizen Participation Plan to include the use of its CARES Act CDBG-CV, ESG-CV, and HOPWA-CV distributions to prevent, prepare for, and respond to COVID-19.

The amended plan includes, also, the third round of CDBG CARES Act funds and how the City of Las Vegas will utilize its allocation in the prevention, preparation, and response to COVID-19.

The City's 2019-2020 Annual Action Plan describes the anticipated programs and services that will be provided during the year. These programs and services will address the following community needs: safe, suitable and affordable housing, safe and livable communities, community and individual enrichment and growth opportunities, and opportunities for low and moderate-income households. The program goals in the FY 2019-2020 Action Plan target community needs and focus on City Council priorities for addressing homelessness.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	LAS VEGAS	Office of Community Services (OCS)
HOPWA Administrator	LAS VEGAS	Office of Community Services (OCS)
HOME Administrator	LAS VEGAS	Office of Community Services (OCS)
ESG Administrator	LAS VEGAS	Office of Community Services (OCS)

Table 1 – Responsible Agencies

Narrative (optional)

CLV, OCS is responsible for the administration of CDBG, ESG, HOME, and HOPWA programs in addition to other funding sources. It administers programs that align with City Council Priorities and community needs; as well as, partners with local agencies and jurisdictions to broaden the reach of programs and services accessible to Low/Mod income residents.

Consolidated Plan Public Contact Information

Arcelia Barajas, Community Services Administrator

City of Las Vegas, Office of Community Services

495 S. Main Street

Las Vegas, Nevada 89101

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The City of Las Vegas, Office of Community Services is a part of a multi-agency network whose mission is to address the special needs that plague our communities and eliminate homelessness. While the City's partnerships include participation in statewide outreach efforts, it also partners with non-profit organizations to provide invaluable and varied social services to low to moderate income residents, at risk youth, senior citizen advocacy, and homeless citizens using CDBG, ESG, HOME, and HOPWA Funds.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

In an effort to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies, the City of Las Vegas opened a Request for Qualifications for the building and operation of two health and wellness centers in Las Vegas. The process began with two meetings of Federally Qualified Health Centers (FQHC) representatives where subject matter experts in community health and other interested stakeholders convened to discuss the potentiality of launching health and wellness centers and to seek input on the project. The Request for Qualifications opened Monday, July 16, 2018 and closed Thursday, November 15, 2018.

In its effort to select a private partner for the health and wellness center, the City of Las Vegas hosted a review process for the applicants of the Health and Wellness Center funding on Tuesday, December 18, 2018. The panel included subject matter experts of the following fields: county government/social services; mental and behavioral health; facility building and rehabilitation; non-profit management, homelessness, and medical clinic programming and operations. Panel members were asked specific questions relative to the support of patients who are homeless, low and very low income as well as to the support of patients who have diagnosed and undiagnosed mental illnesses.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The City of Las Vegas coordinates with the Southern Nevada Homelessness Continuum of Care (SNH CoC) by requiring all of CLV ESG sub recipients to participate in the Homeless Management Information System (HMIS), per the HEARTH Act and the ESG and SNH CoC Interim Rules. Through the coordinated entry process, all persons experiencing homelessness in the SNH CoC are assessed for vulnerability/need, prioritized for housing/services on that basis, and matched/referred to appropriate homeless and mainstream resources. All sub recipients are required to assist homeless individuals and families to obtain other Federal State, local and private assistance available to assist the participants in

obtaining and maintaining housing stability, including but not limited to the following: Medicaid, SNAP, WIC, SSDC, SSI, TANF etc.

Although, Clark County Social Service provides the staff support for much of the activities of the SNH CoC. Such as yearly strategic planning, inclement weather shelter, Homeless Management Information System, and HEARTH ACT implementation and compliance. The SNH CoC is comprised of local stakeholders, including the City of Las Vegas. The City participates in the annual homeless census (Point-In-Time Count), identification of homeless issues and gaps in services, coordination of HUD entitlement funds, and the development and support of homeless services. City of Las Vegas staff also participates in several of the SNH CoC working groups on an ongoing basis to collaborate on regional efforts. The City specifically participates in the Evaluation Working group (EWG), which is responsible for leading efforts as it relates to funding priorities, collaborative application process, RFPs and evaluations associated with homeless efforts and ESG coordination.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Las Vegas is an active member of Southern Nevada's CoC Evaluation Committee. ESG is a standing item on the SNH CoC EWG monthly meeting agenda, where ESG grantees including the City of Las Vegas provide information on the allocation of ESG funds, discuss ESG application process, and develop written standards and reports on sub recipient monitoring. The SNH CoC EWG also reviews and approves the ESG written standards and HMIS administration policies. All ESG sub recipients are required to participate in HMIS and data gathered is shared with the SNH CoC. The City of Las Vegas in conjunction with other ESG grantees work with the SNH CoC to ensure collaboration, non-duplication of services and maximum use of resources.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Las Vegas works with the Southern Nevada Regional Housing Authority to provide single family housing and to rehabilitate multi-family housing units through a continued partnership to increase the availability of affordable housing in the communities.
2	**Agency/Group/Organization**	Silver State Fair Housing Council
	Agency/Group/Organization Type	Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Las Vegas has a continued partnership with Silver State Fair Housing to provide fair housing resources to City of Las Vegas residents. In addition it provides on-going training and education to city staff and community partners to ensure current guidelines and regulations pertaining to fair housing are being upheld.
3	**Agency/Group/Organization**	Ryan White Planning Council
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS
	What section of the Plan was addressed by Consultation?	HOPWA Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The city has a seat on the Ryan White Planning Council. The planning council meets monthly to discuss opportunities for service enhancement and coordination among the HIV/AIDS continuum.

4	**Agency/Group/Organization**	City of Las Vegas Homeless Advisory Committee
	Agency/Group/Organization Type	Services-homeless Other government - Local
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City of Las Vegas Homeless Advisory Committee meets quarterly to discuss specific strategies to help address homelessness throughout the community, particularly to discuss and strategize regarding the specific issues which prevent individuals from obtaining services.

Identify any Agency Types not consulted and provide rationale for not consulting

N/A

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Clark County, NV	The Southern Nevada Homelessness CoC Board is the official board acting on behalf of the CoC to take care of all related business requiring direction and/or formal actions and furthering the mission to end homelessness in Southern Nevada. The goals of the CoC to address homeless and the prevention of homeless are adopted in full by the City of Las Vegas. HYPERLINK: helphopehome.org/

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Community Services Strategic Business Plan	City of Las Vegas, Office of Community Services	This plan is updated annually to reflect the Office of Community Services' goals and measures for all its initiatives including homelessness, housing, and community and neighborhood revitalization.
HUNDRED Plan	City of Las Vegas	This plan was developed for the Westside Neighborhood and is a vital step in identifying the opportunities to link with the past and create a familiar bridge to the future. Presented within the Plan is a strong vision with practical projects, the stories of stakeholders and community members, improvement program ideas, and proposed regulation and zoning that together, will transform the Westside into a vibrant neighborhood.
Innovations in Education	City of Las Vegas	The City aspires to facilitate transformational change in a small group of 16 schools by coordinating efforts across multiple systems to achieve its overarching vision of Las Vegas schools in the impact zone to becoming a national model of school improvement and community engagement.
Las Vegas 2020 Master Plan	City of Las Vegas	The Master Plan provides in-depth policy direction for future land use decisions and related aspects of corporate planning in the city of Las Vegas as well as addresses housing, parks, and transit.
Reinvent Schools	City of Las Vegas	This program has been a beneficial resource in the community valuing and supporting boys and young men of color. It is about changing community conditions to ensure all young people reach their fullest potential. The ultimate result of empowering youth, investing in our shared future, and collective prosperity.
So. NV Comprehensive Economic Development Strategy	Las Vegas Global Alliance (LVGEA)	The strategy is the result of a joint effort between LVGEA and over 300 stakeholders in Southern Nevada with the purpose of diversifying Southern Nevada's economy and laying the foundations for long-term economic stability.
So. NV Strong Regional Plan	Southern Nevada Strong	SNS is a collaborative regional planning effort funded by a $3.5MIL grant from HUD, DOT, and the EPA. Projects include comprehensive research and community engagement efforts to look at issues facing our community and propose collaborative solutions. The collaborative initiative worked to integrate housing, land use, economic and workforce development, transportation options, and infrastructure to support and empower local communities. HYPERLINK: sns.rtcsnv.com/

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
So. NV Regional Housing Authority Plan	SNRHA	This plan spans FY2015-FY2019 and identifies the PHA's quantifiable goals and objectives that will enable the SNRHA to serve the needs of low-income, very low-income, and extremely low income families for the next five years; also including a report on their progress in meeting those goals and objectives.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Las Vegas published an additional substantial amendment to its 2019-2020 Action Plan on March 31, 2021 to include the 3rd round of CDBG-CV funds for $4,416,396. The publication invited the city of Las Vegas residents to comment on how the City will utilize these funds to prevent, prepare for, and respond to COVID-19.

The City of Las Vegas published an additional substantial amendment to its 2019-2020 Action Plan on June 24, 2020 to include the second round of ESG CARES Act funds in the amount of $8,357,531. The publication invited the city of Las Vegas residents to comment on how the City will utilize these funds to prevent, prepare for, and respond to COVID-19.

The City of Las Vegas published its substantial amendment for public comment to include its CARES Act funds and how they will support the City's efforts to prevent, prepare for, and respond to COVID-19. The notice of the substantial amendment to the 2019-2020 HUD Annual Action Plan for CDBG-CV, HOPWA-CV, and ESG-CV was published in the Las Vegas Review-Journal on May 22, 2020. The notification informed the public that the amended plan would be submitted to HUD on June 4, 2020, and would include their public comment. The public notice also mentioned that the 2019-2020 HUD Annual Action Plan was made available on the City's website at https://www.lasvegasnevada.gov/Residents/Grants, hard copies were available upon request and contact information. Upon conclusion of the public comment period, the amended 2019-2020 HUD Annual Action Plan was presented at the June 3, 2020, City Council Meeting.

The Community Development Recommending Board (CDRB) was established as a mechanism to support citizen participation in the allocation of federal (entitlement) funding to Las Vegas agencies that provide services to low, very low, and moderate-income households. The CDRB is comprised of thirteen members selected by the Las Vegas Mayor and City Council and installed to represent the six wards and an all-inclusive area of the city. Additionally, the city wards that have a concentrated number of low, very low, and moderate-income households have a higher number of members on the Board to ensure the welfare of those targeted wards are addressed.

The grant selection process differed this year as the CDRB was installed to evaluate whether second-year funding would be granted to those agencies that applied and that were awarded a two-year grant in 2018. In addition to the participation of the CDRB, the evaluation and

deliberation meeting agenda was advertised in accordance with Open Meeting Law and posted in various locations around the city and on the City of Las Vegas' website beginning on Tuesday, March 19, 2019, for the Tuesday, March 26, 2019 meeting. Agencies that did not meet their established performance measures were invited to address the CDRB and provide reasons for their performance. The meeting was open to all agencies and to all interested parties and was conducted in two adjoining handicapped accessible rooms in Las Vegas City Hall.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community		The City's Community Development Recommending Board recommended continued funding at 2018-2019 levels for each of the City's 32 partnering agencies.		
2	Newspaper Ad	Non-targeted/broad community				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City has received CDBG-CV ($7,498,698.00), ESG-CV ($9,895,110), and HOPWA-CV ($280,792.00) supplemental funds to be used to prevent, prepare for, and respond to COVID-19. These funds were allocated through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act).

In order to receive HUD funding, the City of Las Vegas must develop and submit a Consolidated Plan every five years and an Annual Action Plan that addressed the city's anticipated use for federal funds. HUD announced the following allocations for FY 2019/2020:

- CDBG $5,074,650
- ESG $441,833
- HOME $2,019,021
- HOPWA $1,712,967

In addition, the City of Las Vegas (CLV) leverages funding to provide additional valuable services to our most vulnerable citizens, below are

estimated 2019-2020 funding amounts which may change once State of Nevada allocations are announced:

- Low Income Housing Trust Fund (LIHTF) $922,150
- State HOME $408,025
- General Funds

In this proposal, the City of Las Vegas intends to describe its July 1, 2019 – June 30, 2020 initiatives for providing adequate housing and education, promoting safe and livable communities, and creating self-sustaining opportunities for the homeless, low and moderate income households using the aforementioned aggregate funds.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	5,074,650	0	133,578	5,208,228	0	These funds will be used to fund capital improvement projects as well as public service activities that directly benefit low to moderate-income residents.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	2,019,021	0	0	2,019,021	0	HOME funds are leveraged by State of Nevada HOME and Low Income Housing Trust Funds. They will be used to fund the development and retention of affordable housing units throughout the community.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOPWA	public - federal	Permanent housing in facilities Permanent housing placement Short term or transitional housing facilities STRMU Supportive services TBRA	1,712,967	0	0	1,712,967	0	The City partners with its community agencies who use these funds to provide housing and supportive services to individuals living with HIV/AIDS.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	441,833	0	0	441,833	0	The City partners with its community agencies by issuing funds to non-profit providers who deliver essential services and shelter to homeless families and individuals. Additionally, providers deliver rapid rehousing financial assistance and stabilization services to homeless families and individuals, and prevention services to families and individuals at risk of homelessness.
Other HOPWA-CV	public - federal	Other To prevent, prepare for, and respond to the Coronavirus	280,792	0	0	280,792	0	HOPWA-CV funds to be used to prevent, prepare for and respond to the Coronavirus.
Other-CDBG-CV	public - federal	Other To prevent, prepare for, and respond to the Coronavirus	7,498,698	0	0	7,498,698	0	CDBG-CV funds to be used to prevent, prepare for, and respond to the Coronavirus.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other ESG-CV	public - federal	Other To prevent, prepare for, and respond to the Coronavirus	9,895,110	0	0	9,895,110	0	ESG-CV funds to be used to prevent, prepare for, and respond to the Coronavirus.
Other	public - state	Acquisition Conversion and rehab for transitional housing Housing Multifamily rental new construction Multifamily rental rehab Permanent housing in facilities Rental Assistance Short term or transitional housing facilities TBRA Transitional housing	408,025	0	0	408,025	0	The State allocates a portion of their HOME funds to the City of Las Vegas which plans to use the allocation toward affordable housing projects.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
Other	public - state	Acquisition Conversion and rehab for transitional housing Housing Multifamily rental new construction Multifamily rental rehab Permanent housing in facilities TBRA Transitional housing	912,315	0	0	912,315	0	These non-federal funds are received from the State of Nevada for use as HOME match and will be used toward affordable housing initiatives. Expected amount is :$922,150

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City is committed to supporting sustainability and affordability in our neighborhoods. During this FY the City has committed over 1 Million in general fund money to support the city-funded MORE Teams who provide daily outreach in the community and connect homeless individuals to immediate services. The city also committed over 2 Million in Redevelopment Set-Aside funding through the Office of Community Services to support initiatives that serve homeless individuals through case management, workforce development, and bridge and transitional housing. In

addition, the City has raised over $100,000 through the Mayor's Fund to pay for workforce development and the Ticket to Home Program that allows homeless individuals the opportunity to reunite with family members in other states who are willing and able to support them as they become independent. Lastly, the City satisfies matching requirements for the HOME Investment Partnership Program by leveraging State and Private Activity Bond dollars to HOME Projects; and ESG matching requirements are passed on to the awarded agencies and monitored during monthly requests for funds and/or annual compliance audits.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Currently, the City owns several parcels of land recently purchased with CDBG dollars which have been slated for Housing and Economic Development in one of the most deteriorated neighborhoods in the City. One of the deteriorating neighborhoods the City will focus on economic redevelopment through the submission of its NRSA Plan is the Historic Westside, CT3.01, Block Group 3. The City purchased several parcels in the area for mixed use, income housing and business development. Also, they City is pursuing the implementation of two (2) Health and Wellness Centers.

Discussion

N/A

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Prevent and End Homeless	2015	2019	Homeless	CITY LIMITS	Homelessness	CDBG: $200,667 ESG: $392,665 CDBG-CV: $3,607,309 ESG-CV: $9,895,110	Public service activities other than Low/Moderate Income Housing Benefit: 625 Persons Assisted Tenant-based rental assistance / Rapid Rehousing: 18 Households Assisted Homeless Person Overnight Shelter: 406 Persons Assisted Homelessness Prevention: 850 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Educational enrichment services & supportive prgms	2015	2019	Non-Homeless Special Needs Non-Housing Community Development	CITY LIMITS	Educational Enrichment	CDBG: $111,317	Public service activities other than Low/Moderate Income Housing Benefit: 107 Persons Assisted
3	Provide Community and Supportive Services	2015	2019	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	CITY LIMITS	Special Needs and Low/Mod Income Public Services	CDBG: $582,244 CDBG-CV: $3,881,389	Public service activities other than Low/Moderate Income Housing Benefit: 2972 Persons Assisted Homeowner Housing Rehabilitated: 50 Household Housing Unit
4	Provide Decent & Affordable Hsg (Rental & Owner)	2015	2019	Affordable Housing Homeless Non-Homeless Special Needs	CITY LIMITS	Affordable Housing	HOME: $1,300,000	Rental units constructed: 80 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Community Facilities/Infrastructure/Neigh. Revital	2015	2019	Non-Housing Community Development	CITY LIMITS	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services Affordable Housing Community Facilities, Infrastructure, Improvements	CDBG: $2,002,906	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1 Persons Assisted Other: 1 Other
6	HIV/AIDS Homeless Prevention	2015	2019	Affordable Housing Homeless Non-Homeless Special Needs	CITY LIMITS	Homelessness Special Needs and Low/Mod Income Public Services Affordable Housing	HOPWA: $1,237,794 HOPWA-CV: $280,792	HIV/AIDS Housing Operations: 925 Household Housing Unit

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Prevent and End Homeless
	Goal Description	The City has received two rounds of CDBG-CV and two rounds of ESG-CV funds to be used to prevent, prepare for, and respond to COVID-19. Specifically, the City will utilize $2,000,000 of its CDBG-CV funds towards homeless prevention through an emergency rental assistance program for households between 50%-80% AMI and support case management and operations for community agencies partaking in Operation HOME, a regional effort to house 2022 people by the year 2022 and fund the interlocal agreement with $1,617,309 of CDBG-CV funds to expand shelter partner operations. ESG-CV funds of $9,895,110 will be used to provide rent and utility assistance to households at or below 50% AMI ($295,239.13); rehabilitate a public facility that will be utilized as a respite shelter ($275,000); provide support for the Recuperative Care Center operations emergency shelter ($5,810,617); transportation for homeless to and from essential services ($820,000), Rapid Rehousing activities for Operation HOME ($1,704,760.87), and administration costs ($989,493). The City will focus a large portion of its FY 19/20 ESG, HOPWA, and CDBG funds to prevent and reduce homelessness by working with many qualified agencies and dedicating internal resources to the construction and management of the Homeless Courtyard. Services that will be provided during the FY 19/20 include supportive wrap-around services, case management, shelter operations, rapid-rehousing, permanent supportive housing, and emergency rental and utility assistance. In addition, the city will use General Fund and Redevelopment Set-Aside funds to support bridge housing and the Homeless Courtyard.
2	**Goal Name**	Educational enrichment services & supportive prgms
	Goal Description	These funds will be used to provide educational supportive services for low/mod income families and individuals to improve literacy and early childhood education in the community.

3	**Goal Name**	Provide Community and Supportive Services
	Goal Description	The City will CDBG-CV funding toward providing PPE and sanitization supplies to agencies ($200,000), partner with a community agency to provide house-call services for patients presenting COVID-19 and non-COVID-19 symptoms for homeless citizens at the Courtyard ($288,000), support case management and operations at the Recuperative Care Center ($1,843,650); provide $50,000k in support of minor repairs for homeowners to stabilize them in housing; and administration costs of $1,499,739. 2019/2020 funds will support community agencies that provide essential services to low/mod individuals and families with special needs including senior services, mental health services, and job readiness.
4	**Goal Name**	Provide Decent & Affordable Hsg (Rental & Owner)
	Goal Description	Wardelle Street Townhouses will construct 80 townhouse-style units with one, two and three bedrooms for mixed-income families. The amenities will include a community center and outdoor recreation area. In addition, the city will support critical home repairs for eligible individuals and families to help them maintain decent and affordable housing.
5	**Goal Name**	Community Facilities/Infrastructure/Neigh. Revital
	Goal Description	CDBG-CV funds may be used to support necessary building improvements that will facilitate COVID-19 related activities for our vulnerable population and support economic development activities that help to sustain communities during and beyond COVID-19. The city will support economic development and neighborhood revitalization with 2019/2020 capital funds.
6	**Goal Name**	HIV/AIDS Homeless Prevention
	Goal Description	The City has received $280,792.00 in HOPWA-CV funds to be used to prevent, prepare for, and respond to COVID-19. While 6% or $16,847.52 will be dedicated toward Administration and Planning, an RFP will be published for the remaining amount of $263,945.00 for agencies that serve the HIV/AIDS community and can provide essential services and access to supplies. The city will dedicate FY 19/20 funds to support individuals and families affected by HIV/AIDS with supportive services, homeless prevention and short-term rental, mortgage, and utility assistance. In addition, the city will support local agencies in the operation of dedicated units to house individuals and families affected by HIV/AIDS.

Projects

AP-35 Projects – 91.220(d)

Introduction

The City has incorporated several projects into the existing plan to show how it will deploy its allocation of its two rounds of CDBG-CV, two rounds of ESG-CV, and HOPWA-CV CARES Act funds to prevent, prepare for, and respond to COVID-19.

The grant selection process differed this year as the CDRB was installed to evaluate whether second-year funding would be granted to those agencies that applied and awarded a two-year grant in 2018. Partnering agencies were informed of the new process and funding depended on their ability to meet desired outcomes. There were 18 agencies who met their performance goals, financial metrics, and reporting standards as outlined in their agreement: ESG (5), HOPWA (3), and CDBG (10). These agencies were required to present before CDRB, public meeting to discuss a plan of action toward meeting their performance goals. Those agencies were funded at their FY18 levels. There were 14 agencies who experienced some challenges with meeting the criteria set forth in their agreement. The City and CDRB recognized this as an opportunity to conduct technical assistance and additional training as needed: ESG (1), HOPWA (4), and CDBG (9). Each of the agencies was funded at FY18 levels with conditions for mandatory training, cross-programming/collaboration with other agencies as appropriate, create an Action Plan with the City to address issues. Overall, the agencies' appearances resulted in a great deal of discussion that resulted in strengthening our partnerships.

Projects

#	Project Name
1	CDBG Administration 19/20
2	Homeless Courtyard Bond Payment 2019/2020
3	Rebuilding Together - Rehabilitation
4	St. Jude's Ranch for Children - New Crossings Homeless Youth Families
5	Boys Town Nevada Inc
6	Family Promise of Las Vegas
7	Tech Impact
8	Salvation Army
9	HELP of Southern Nevada
10	Catholic Charities of Southern Nevada - Meals on Wheels
11	Helping Hands of Vegas Valley Inc
12	Jewish Family Service Agency
13	Lutheran Social Services of Nevada

#	Project Name
14	Nevada Partnership for Homeless Youth
15	St. Jude's Ranch - Therapeutic Residential Foster Care
16	Foster Kinship
17	Clark County Law Foundation
18	Clark County Public Education Foundation, DBA The Public Education Foundation
19	Catholic Charities of Southern Nevada - Moving Homeless Closer to Self Sufficiency
20	Community Counseling Center - Adolescent Mental Health
21	Grant A Gift Autism Foundation
22	HESG 2019-2020
23	Community Counseling Center - Case Management Program
24	Community Counseling Center - Community Health Program
25	Women's Development Center
26	HELP of Southern Nevada - No Place Like Home
27	Aid for AIDS Nevada
28	Golden Rainbow - Living With AIDS Housing Program
29	Golden Rainbow - Support Services
30	HOPWA Administration 2019/2020
31	HOME Program Administration 2019/2020
32	2019-2020 HOME CHDO
33	Future CDBG Capital
34	2019-2020 Future HOPWA Programming
35	2019-2020 Future CDBG Public Service Programming
36	Future Affordable Housing HOME 2019-2020
37	CV-Emergency Rental Assistance
38	CV-Building Improvements
39	CV-Emergency Food Assistance
40	2020-2021 City of Las Vegas NVH20FHW001 (NV)
41	2020-2021 Golden Rainbow Supportive Services NVH20FHW001 (NV)
42	2020 - 2021 CV-COVID-19 Project Sponsor Admin NVH20FHW001 (NV)
43	2020 - 2021 CV-COVID-19 STRMU NVH20FHW001 (NV)
44	2020 - 2021 CV-COVID-19 Resource Id NVH20FHW001 (NV)
45	ESG20 - Las Vegas
46	CV-Operations and Case Management at the Recuperative Care Center
47	CV-Operation HOME
48	CV-Shelter Partners Operations
49	CV-Future CDBG COVID-19 Programming
50	2020- 2021 CPLC Nevada Inc, LUCES Supportive Housing Program NVH20FHW001
51	2020-2021 Golden Rainbow: Permanent Housing Placement NVH20FHW001(NV)
52	CV-Critical Home Repairs

#	Project Name
53	CV-Testing, Diagnosis or other services at a Homeless Shelter
54	CV-CARES Act Administration
55	CV-PPE and Sanitization Supplies

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City will utilize its CARES Act funds to prevent, prepare for, and respond to COVID-19

Reducing homelessness, community education, and engagement are amongst the top priorities for the City and the Office of Community Services (OCS). Since OCS redesigned its grant cycle from one year to every two years, the partnering agencies were selected upon the population of applicants that were best aligned with the City's and OCS' strategic priorities.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CDBG Administration 19/20
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Educational enrichment services & supportive prgms Provide Community and Supportive Services Provide Decent & Affordable Hsg (Rental & Owner) Community Facilities/Infrastructure/Neigh. Revital HIV/AIDS Homeless Prevention
	Needs Addressed	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services Affordable Housing Community Facilities, Infrastructure, Improvements
	Funding	CDBG: $1,014,930
	Description	For the administration of the Community Development Block Grant for FY 2018/2019
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	These funds will be used to support the administration of the Community Development Block Grant Program.
2	**Project Name**	Homeless Courtyard Bond Payment 2019/2020
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Educational enrichment services & supportive prgms Provide Community and Supportive Services Provide Decent & Affordable Hsg (Rental & Owner) Community Facilities/Infrastructure/Neigh. Revital HIV/AIDS Homeless Prevention

	Needs Addressed	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services Affordable Housing Community Facilities, Infrastructure, Improvements
	Funding	CDBG: $1,145,616
	Description	Annual Bond Payment to support the Construction of the Homeless Resource Center.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	This bond payment will be used to obtain funding to support the construction of the Homeless Courtyard
3	**Project Name**	Rebuilding Together - Rehabilitation
	Target Area	CITY LIMITS
	Goals Supported	Provide Decent & Affordable Hsg (Rental & Owner)
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $150,000
	Description	The program will provide low-income homeowners with emergency repair services.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	Agency will assist 40 low-income seniors with emergency repairs.
	Location Description	City Limits
	Planned Activities	Agency will provide low-income senior citizen homeowners with repairs that may otherwise not be afforded such as faucet replacement, hot water repairs, appliances, windows, toilets, etc.
4	**Project Name**	St. Jude's Ranch for Children - New Crossings Homeless Youth Families
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $44,500
	Description	The program provides housing, intensive case management, independent living skills, job search assistance, and other supportive services to homeless youth (ages 18-24)
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	New Crossings will provide services to approximately 25 homeless youth (ages 18-24).
	Location Description	City Limits

	Planned Activities	Individuals will work one-on-one with the staff career coach to help them identify barriers to employment and learn how they can obtain successful employment. During the program, individuals will learn employer expectations, how to build resumes, search for job opportunities and apply for jobs. The career coach acts as an "employer liaison" between employer and client, which helps the individual find the best opportunities that lead to sustainable employment.
5	**Project Name**	Boys Town Nevada Inc
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $82,018
	Description	Boys Town Nevada Care Coordination Services Plus Comprehensive case management delivered in the home, school, and in the community. The program links families to critical services to enhance their ability to provide safe, stable, and nurturing the home environment.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Boys Town Nevada will provide case management in the home, school, and in the community to approximately 18 low-moderate income families.
	Location Description	City Limits
	Planned Activities	Provide family-centered case management services to homeless families, whose household incomes are 80% or below Area Median Income. By providing case management services to eligible families, Boys Town Nevada will assist parents in navigating community, public, social and mental health services. Services aid in equipping families to successfully transition from homelessness to a home of their own, building protective factors and accessing health services, thereby increasing their self-sufficiency, well-being and safety.
	Project Name	Family Promise of Las Vegas

6	**Target Area**	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $19,500
	Description	The Bridge Home - Provides intense case management services including an assessment of needs, development of a responsibility plan for each family, monitoring of all goals set and assistance and advocacy for the families.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The Bridge Home will provide intense case management services to approximately 19 families.
	Location Description	City Limits
	Planned Activities	The Bridge Home - Provides intense case management services to include an assessment of needs, development of a responsibility plan for each family, monitoring of all goals set and advocacy for the families' accomplishment of their identified goals thereby helping homeless families with children return to sustainable housing.
7	**Project Name**	Tech Impact
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $17,000
	Description	CXWorks Customer Service Call Center Training for Young Adults & Veterans at Risk for Lifelong Poverty - Provides young adults and veterans with the needed skills, experience, and support to secure and retain full-time employment in in-demand entry-level call center customer service positions (Call Center Customer Representative).

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	In Fiscal Year 2019-2020, 36 CLV eligible students will graduate from three cohorts.
	Location Description	City Limits
	Planned Activities	The program provides customer service and technical skills training and professional/soft skills training. Every Friday, corporate volunteers present topics including Financial Management, Resume Writing, Interviewing, Leadership, and Professionalism. Students are paired with a mentor, typically a call center professional, for the full 8-week program to improve their chances for success. Throughout the program, the students have numerous opportunities to network with industry professionals. Each student graduates with a career toolkit: a resume, cover letters, references, and thank you letters, a LinkedIn account, and over 100 professional contacts. Our staff cultivates relationships with recruiters and hiring organizations and distributes job opportunities to graduates through email and social media. Our local Career Development Associate cultivates partnerships with regional organizations to increase job opportunities for our students and to facilitate networking among alumni.
8	**Project Name**	Salvation Army
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $99,500
	Description	Career Corner - Supports the Vocational Training Program to serve homeless, at-risk homeless, and low-income adults. The program provides essential employment skills, job readiness, life skills and financial management training, on-the-job training, occupational training, job search, job placement, case management, and supportive services to homeless, at risk of homeless and low-income adults.

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Career Corner will provide services to approximately 50 homeless, at-risk homeless and low-income adults.
	Location Description	City Limits
	Planned Activities	Providing employment services to eligible clients, the Salvation Army will assist them in accessing employment resources and opportunities to develop the skills needed to secure employment. Services aid in equipping the homeless population to secure employment that pays a living wage and permanent housing, thereby increasing their self-sufficiency.
9	**Project Name**	HELP of Southern Nevada
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $34,500
	Description	Emergency Resources Center - Provides services to homeless, at-risk, and low-income households and includes housing assistance, homeless prevention, rapid rehousing, permanent supportive housing, and No Place Like Home, a housing program for people living with HIV/AIDS.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This funding will serve approximately 7 clients.
	Location Description	City Limits

	Planned Activities	Provide short to medium term rental assistance to eligible households. Rental assistance will not exceed 12 months. Participants meet with their Intensive Case Manager a minimum of once a week and in some situations up to 2-3 times weekly. The ICM and participants work together as a team to address presenting issues such as a lack of income, needed medical care, food, identification, etc. Help families re-enter the workforce, establish dependability, and move towards independence. Participate in educational services that help to improve literacy levels, obtain GEDs, and improve computer skills. Behavioral health services support the participant in their recovery and addressing mental health issues, which in turn, improves their ability to secure and retain employment.
10	**Project Name**	Catholic Charities of Southern Nevada - Meals on Wheels
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $52,000
	Description	The program will deliver seven nutritious meals, fruit and milk to approximately 37 home-bound seniors. In addition to the weekly delivery, a wellness check is provided along with pet food if requested. This has allowed home-bound seniors to remain living independently in their homes.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Meals on Wheels - delivers seven nutritious meals, fruit and milk to approximately 15 homebound seniors. In addition to the weekly delivery, a wellness check is provided along with pet food if requested. This has allowed homebound seniors to remain living independently in their homes.
	Location Description	City Limits
	Planned Activities	Include but is not limited to nutritionally balanced frozen meals, fresh fruit, and milk. If a senior requires a modified textured meal or has a special dietary restriction, accommodations will be made to meet their individual needs
	Project Name	Helping Hands of Vegas Valley Inc

11	**Target Area**	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $49,500
	Description	Senior Coordinated Transportation Program - The goal of the proposed project is to serve an additional 200 low-income seniors through the currently existing transportation program. The program currently provides between 15,000-20,000 safe rides to 900 seniors per year as they travel to medical appointments and other necessary errands.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The goal of the proposed project is to serve an additional 200 low-income seniors through the currently existing transportation program.
	Location Description	City Limits
	Planned Activities	Take clients to medical appointments, grocery shopping, and other necessary errands. Clients are assessed with an in-home visit and then can start to schedule rides with our scheduling department.
12	**Project Name**	Jewish Family Service Agency
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $37,000
	Description	Senior Lifeline - Provides services and assistance for low-income vulnerable seniors. The Las Vegas Senior Lifeline Program is a case management driven, support service program for low-income seniors of all faiths and cultural traditions.

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Senior Lifeline will provide services and assistance to approximately 120 low-income vulnerable seniors. The Las Vegas Senior Lifeline Program is a case management driven, support service program for low-income seniors of all faiths and cultural traditions.
	Location Description	City Limits
	Planned Activities	Assist low- and moderate-income seniors with no-cost supportive services in an effort to increase their ability to age in place. Services provided include Access to Nutritious Food, Medical Support, Homemaking Services, Case Management and Resource Referrals.
13	**Project Name**	Lutheran Social Services of Nevada
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $21,727
	Description	Heart of the City Senior Meal Program - Provides free meals five days per week at two locations to seniors aged 60 and older. In addition to receiving meals, the clients served through this program avoid isolation and keep their independence by having the opportunity to socialize, make friends, and have access to other supportive services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Heart of the City Senior Meal Program will provide free meals five days per week at two locations to approximately 75 seniors aged 60 and older. In addition to receiving meals, the clients served through this program avoid isolation and keep their independence by having the opportunity to socialize, make friends, and have access to other supportive services.
	Location Description	City Limits

	Planned Activities	The Program will reduce food insecurity and increase independence for seniors aged 62 and older by providing free and nutritious meals five days per week.
14	**Project Name**	Nevada Partnership for Homeless Youth
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $54,217
	Description	Safe Place: Youth Outreach & Intervention Program - An outreach, education, and referral program that provides easily accessible crisis intervention services to abused, neglected, abandoned, and other children and teens in need of immediate help and safety.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Safe Place Youth Outreach & Intervention Program will provide easily accessible crisis intervention services to abused, neglected, abandoned, and other children and teens in need of immediate help and safety. This will serve approximately 55 youth.
	Location Description	City Limits
	Planned Activities	Provide mobile crisis intervention services and a crisis hotline to eligible youth in crisis with immediate support and link them to services that meet their unique needs and circumstances. Services aid in equipping youth with tools and resources to address their immediate needs, thereby increasing their safety and stability.
15	**Project Name**	St. Jude's Ranch - Therapeutic Residential Foster Care
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services

	Funding	CDBG: $23,750
	Description	This program will provide shelter, emergency services, and therapy to foster children who are removed from their homes in Las Vegas.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Therapeutic Residential Foster Care will provide shelter, emergency services, and therapy to approximately 7 foster children who are removed from their homes in Las Vegas.
	Location Description	City Limits
	Planned Activities	Each child lives in an onsite Family Home with their siblings and each Family Home is staffed by a Youth Care Provider and assistant. Youth Care providers are responsible for the daily supervision of the children and ensuring that each child is learning the new needed skill to become a productive member of the home. Youth care providers also ensure that each child attends therapy, goes to school and attends court meetings and family visitation.
16	**Project Name**	Foster Kinship
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $24,200
	Description	Kinship Navigator Program - services include the kinship resource center, telephone helpline, resource locator tool, application assistance, case management, emergency resources, financial support, support groups, parenting classes, and family events.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	Kinship Navigator Program will provide services including access to the kinship resource center, telephone helpline, resource locator tool, application assistance, case management, emergency resources, financial support, support groups, parenting classes, and family events. It will serve approximately 200 families.
	Location Description	City Limits
	Planned Activities	Provide support, information, and resources to eligible kinship families to improve the quality of life for children in kinship care and minimize the number of children who enter the foster care system. Services aid in equipping kinship caregivers with the tools and resources needed to provide safe, permanent and nurturing homes for children in their care, thereby increasing safety, permanency and well-being outcomes for children in out-of-home placement.
17	**Project Name**	Clark County Law Foundation
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $18,000
	Description	Teen Court - TRIAL BY PEERS - Allows first time juvenile offenders charged with misdemeanors to be tried, defended, and sentenced by their peers and the only participating adult in the proceedings is the judge. Based on the principles of restorative justice, TBP teaches youth about accountability, community involvement, and our judicial process.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Teen Court - TRIAL BY PEERS will serve approximately 63 first time juvenile offenders charged with misdemeanors to be tried, defended, and sentenced by their peers and the only participating adult in the proceedings is the judge. Based on the principles of restorative justice, TBP teaches youth about accountability, community involvement, and our judicial process.

	Location Description	City Limits
	Planned Activities	CCLF will engage eligible youth in one of three program activities: the defendant, peer counselor and/or juror. CCLF will provide youth defendants with court diversion services and an opportunity to serve as a juror and will receive training to become peer counselors. All youth will also engage in community service activities.
18	**Project Name**	Clark County Public Education Foundation, DBA The Public Education Foundation
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $24,067
	Description	Family Learning for Academic Success and Economic Stability - Supports children's sustained educational outcomes by teaching parents how to use home literacy and numeracy strategies, positive parenting skills, and leadership, advocacy, and employability skills to create a stable, academically supportive home and an actively engaged parent-school relationship.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will support 24 families
	Location Description	City Limits
	Planned Activities	The Public Education Foundation will provide parents and guardians with no-cost services which include: the 32-week Family Learning Program and access to Andson’s financial literacy workshops to increase financial literacy and career skills. Services must be provided to the City of Las Vegas residents and parents/guardians must have a student that attends on the following elementary schools: Crestwood Elementary School and J.T McWilliams Elementary School.

19	**Project Name**	Catholic Charities of Southern Nevada - Moving Homeless Closer to Self Sufficiency
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $40,000
	Description	This program will engage with clients through homeless outreach. Clients will be engaged in services and programs such as Renewing Hope for Men. Renewing Hope is an intensive case management program designed to break the cycle of homelessness by introducing life skills and job readiness education. During the process, clients will be enabled the opportunity to eliminate barriers to employment such as lack of birth certificates, identification, and social security cards.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	The Program will provide homeless outreach and intensive case management for 50 clients, 50 ID's/Birth Certificates
	Location Description	City Limits
	Planned Activities	Services to be provided include Homeless Outreach, Intensive Case Management, Education and purchasing of bus passes, identification and/or birth certificates.
20	**Project Name**	Community Counseling Center - Adolescent Mental Health
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $33,500

	Description	This program promotes the healthy functioning of individuals, families, and communities through professional behavioral health services in a safe environment. Provides mental health and substance abuse counseling, psychiatry and medication management, case management, HIV supportive services, free rapid HIV testing and support/wellness groups.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Adolescent Mental Health - promotes the healthy functioning of individuals, families, and communities through professional behavioral health services in a safe environment. Provides mental health and substance abuse counseling, psychiatry and medication management, case management, HIV supportive services, free rapid HIV testing and support/wellness groups. This program will serve approximately 12 individuals.
	Location Description	City Limits
	Planned Activities	Community Counseling Center staff will conduct intake assessments, provide crisis intervention and support, and provide both group and individual therapy sessions to disadvantaged and at-risk adolescents. Clients will receive mental health counseling, substance abuse treatment, and referrals based on their individual needs. Licensed counselors will utilize evidence-based practices to assist clients in developing strategies and techniques to manage mental health symptoms and stress caused by the disease. Clients will remain enrolled in the program for ongoing individual and/or group therapy until a discharge decision is made between the client and counselor.
21	**Project Name**	Grant A Gift Autism Foundation
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms
	Needs Addressed	Educational Enrichment
	Funding	CDBG: $69,250
	Description	TeenWORKS Vocational Program - Vocational/Transition program serving individuals 13-22 years of age, on the autism spectrum, that are currently enrolled in middle/high school. Along with helping young adults gain vocational work skills in multiple settings, individuals in the program have the potential to gain the social and life skills required for a successful transition into paid working positions and other areas of adulthood.

	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	TeenWORKS Vocational Program - Vocational/Transition program serving individuals 13-22 years of age, on the autism spectrum, that are currently enrolled in middle/high school. Along with helping young adults gain vocational work skills in multiple settings, individuals in the program have the potential to gain the social and life skills required for a successful transition into paid working positions and other areas of adulthood. This program will serve approximately 20 individuals.
	Location Description	City Limits
	Planned Activities	Teens and young adults with autism will gain the job readiness skills required for a successful transition into paid working positions and other areas of adulthood. The TeenWORKS program runs in 3-month sessions, wherein teens are assigned to a partnered community site with the support of a Job Coach. At the end of the 3-months, and based off client progress, teens will then rotate through a different community site (totaling 4 different work placements) to have exposure and master a comprehensive amount of working skills.
22	**Project Name**	HESG 2019-2020
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	ESG: $441,833
	Description	Administration: $33,137 Rapid Re-housing: $213,088 Emergency Shelter: $104,577.00 Homeless Prevention: $75,000 Future Programming: 16,031
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	An estimated 259 clients will be served with ESG funding. ESG dollars will fund the following agencies for FY 2019/2020: HELP of Southern Nevada - Emergency Resource Services - 5 clients. Help of Southern Nevada - Shannon West Homeless Youth Center - 44 clients. Lutheran Social Services - H.O.M.E. - 15 clients. Salvation Army - Rapid Rehousing - 18 clients. Shade Tree - Emergency Shelter - 162 clients. St Jude's Ranch for Children - Crossings - 15 clients.
	Location Description	City Limits
	Planned Activities	
23	**Project Name**	Community Counseling Center - Case Management Program
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $60,000
	Description	Case Management Program - Promotes the healthy functioning of individuals, families, and communities through and professional behavioral health services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will serve approximately 200 individuals and families affected by HIV/AIDS.
	Location Description	City Limits

	Planned Activities	Case Management Program – Provides essential case management services to ensure that all HOPWA-eligible clients are receiving the appropriate linkages to services and housing-related assistance in a timely manner
24	**Project Name**	Community Counseling Center - Community Health Program
	Target Area	CITY LIMITS
	Goals Supported	Educational enrichment services & supportive prgms HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $40,000
	Description	Community Health Program - Promotes the healthy functioning of individuals, families, and communities through affordable, sensitive, and professional behavioral health services in a safe environment. CCC will staff 1 FTE Counselor to conduct intake assessments, provide crisis intervention and support, and provide both group and individual therapy sessions to disadvantaged and at-risk individuals who are infected or affected by HIV/AIDS.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will serve approximately 17 individuals and families affected by HIV/AIDS.
	Location Description	City Limits
	Planned Activities	Community Health Program - To conduct intake assessments, provide crisis intervention and support, and provide both group and individual therapy sessions to disadvantaged and at-risk individuals who are infected or affected by HIV/AIDS.
25	**Project Name**	Women's Development Center
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention

	Needs Addressed	Homelessness Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $200,000
	Description	HOPWA Housing Opportunities - Provides affordable housing to low-income people in the local HIV Care Continuum. Helps to prevent homelessness through housing counseling efforts.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing to approximately 30 individuals and families affected by HIV/AIDS
	Location Description	City Limits
	Planned Activities	HOPWA Housing Opportunities – Provides safe, sanitary, and habitable affordable housing to low-income people in the local HIV Care Continuum.
26	**Project Name**	HELP of Southern Nevada - No Place Like Home
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services HIV/AIDS Homeless Prevention
	Needs Addressed	Homelessness Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $387,794
	Description	No Place Like Home - The program goal is to help improve health outcomes for People Living With HIV/AIDS (PLWHA) by providing safe, sanitary, and habitable housing, that allows the participant to remain and/or engage in medical care and other needed supportive services
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing to approximately 30 individuals and families affected by HIV/AIDS and who are homeless or at-risk of being homeless.
	Location Description	City Limits
	Planned Activities	No Place Like Home - The program goal is to help improve health outcomes for people living with HIV/AIDS by providing safe, sanitary, and habitable housing that allows the participant to remain and/or engage in medical care and other needed supportive services.
27	**Project Name**	Aid for AIDS Nevada
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $400,000
	Description	AFAN Housing Project - Provides short and long-term housing assistance, emergency financial assistance, supportive services, and mental health services.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will providing housing and services to approximately 245 individuals and families affected by HIV/AIDS.
	Location Description	City Limits

	Planned Activities	AFAN Housing Project - Provides the following services to support clients in obtaining and maintaining stable, safe and affordable housing: short and long-term housing assistance, emergency financial assistance, supportive services, mental health services, and case management.
28	**Project Name**	Golden Rainbow - Living With AIDS Housing Program
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $100,000
	Description	Living With AIDS Housing Program - Provides financial assistance in the form of one-time payments of rent to prevent eviction due to their medical condition. Additionally, the program provides clients with permanent housing placement assistance, housing operations, and support services
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide housing assistance to approximately 87 individuals and families affected by HIV/AIDS.
	Location Description	City Limits
	Planned Activities	Living With AIDS Housing Program - Provides financial assistance in the form of security deposits, first and last month's rent, and move-in expenses to support people living HIV/AIDS to secure permanent long-term housing
29	**Project Name**	Golden Rainbow - Support Services
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $50,000

	Description	Living With AIDS Support Services - Provides financial assistance in the form of checks to assist clients with public transportation to get to job interviews, covers fees for mandatory background checks, Sheriff, health and TAM cards, legal records retrieval and continuing education and extension courses. Also, the program helps pay for necessary work uniforms, specialty work shoes, basic tools, and job-specific supplies
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	This program will provide services to approximately 216 individuals and families affected by HIV/AIDS.
	Location Description	City Limits
	Planned Activities	Golden Rainbow provides financial assistance in the form of checks to assist clients with public transportation to get to job interviews, covers fees for mandatory background checks, Sheriff, health and TAM cards, legal records retrieval and continuing education and extension courses. Also the program provides assistance to clients who land a new job but have an inability to pay for necessary work uniforms, specialty work shoes, basic tools and job-specific supplies.
30	**Project Name**	HOPWA Administration 2019/2020
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Provide Community and Supportive Services
	Needs Addressed	Homelessness Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $51,389
	Description	For the Administration of the HOPWA program.
	Target Date	6/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	Aid for AIDS Nevada – 246 individuals and families affected by HIV/AIDS Community Counseling Center (Case Management) – 200 Community Counseling Center (Community Health) – 17 Golden Rainbow (Housing Program) – 87 Golden Rainbow (Supportive Services) – 216 HELP of Southern Nevada (No Place Like Home) – 30 Women's Development Center - 30
	Location Description	City Limits
	Planned Activities	The Housing Opportunities for Persons with AIDS program is administered by the Office of Community Services City of Las Vegas department (OCS).
31	**Project Name**	HOME Program Administration 2019/2020
	Target Area	CITY LIMITS
	Goals Supported	Provide Decent & Affordable Hsg (Rental & Owner)
	Needs Addressed	Affordable Housing
	Funding	HOME: $201,902
	Description	To administer the HOME Program
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Funding will support the administration of the HOME Program.
32	**Project Name**	2019-2020 HOME CHDO
	Target Area	CITY LIMITS

	Goals Supported	Provide Decent & Affordable Hsg (Rental & Owner)
	Needs Addressed	Affordable Housing
	Funding	HOME: $302,853
	Description	Funds will be used for affordable housing projects awarded to the city's CHDO, currently Nevada Hand
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
33	**Project Name**	Future CDBG Capital
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG: $2,136,484
	Description	These funds will support future CDBG eligible construction projects
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	This funding will support future CDBG eligible construction projects.
34	**Project Name**	2019-2020 Future HOPWA Programming
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA: $423,784
	Description	To be allocated to future HOPWA projects
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	To be allocated to future HOPWA projects
35	**Project Name**	2019-2020 Future CDBG Public Service Programming
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Educational enrichment services & supportive prgms Provide Community and Supportive Services Provide Decent & Affordable Hsg (Rental & Owner)
	Needs Addressed	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services
	Funding	CDBG: $16,969

	Description	These funds will be provided to public service programming identified during the 2019-2020 FY.
	Target Date	6/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Future CDBG Public Services
36	**Project Name**	Future Affordable Housing HOME 2019-2020
	Target Area	CITY LIMITS
	Goals Supported	Provide Decent & Affordable Hsg (Rental & Owner)
	Needs Addressed	Affordable Housing
	Funding	HOME: $1,514,266 LIHTF: $912,315 State HOME: $408,025
	Description	Funding for future affordable housing projects.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Funding for future affordable housing projects.

37	**Project Name**	CV-Emergency Rental Assistance
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	CDBG-CV: $1,000,000
	Description	Provide emergency rental assistance to the City of Las Vegas residents who are in danger of becoming homeless due to their inability to pay their monthly rent due to a financial hardship associated with COVID-19. Assistance is up to three months and will be paid directly to the landlord.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	The City of Las Vegas anticipates serving up to 203 households whose incomes are between 50%-80% AMI.
	Location Description	
	Planned Activities	Provide emergency rental assistance to the City of Las Vegas residents who are in danger of becoming homeless due to their inability to pay their monthly rent due to a financial hardship associated with COVID-19. Assistance is up to three months and will be paid directly to the landlord.
38	**Project Name**	CV-Building Improvements
	Target Area	CITY LIMITS
	Goals Supported	Community Facilities/Infrastructure/Neigh. Revital
	Needs Addressed	Community Facilities, Infrastructure, Improvements
	Funding	:
	Description	Improve 1581 N Main Street building to facilitate the delivery of COVID-19 health-related services to vulnerable citizens
	Target Date	9/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Once improvements are completed, COVID-19 health-related services will be carried out for vulnerable citizens.
	Location Description	
	Planned Activities	Once improvements are completed, COVID-19 health-related services will be carried out for vulnerable citizens.
39	**Project Name**	CV-Emergency Food Assistance
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	:
	Description	Support food distribution to individuals and families adversely impacted due to COVID-19
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Food distribution for up to 250 individuals and families adversely impacted due to COVID-19
	Location Description	
	Planned Activities	Food distribution for up to 250 individuals and families adversely impacted due to COVID-19
40	**Project Name**	2020-2021 City of Las Vegas NVH20FHW001 (NV)
	Target Area	CITY LIMITS

	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA-CV: $16,847
	Description	Support agencies and programs that serve the HIV/AIDS community and can provide essential services and supplies as well as grantee admin costs.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	Grant Administration
41	**Project Name**	2020-2021 Golden Rainbow Supportive Services NVH20FHW001 (NV)
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA-CV: $18,842
	Description	Golden Rainbow will provide emergency rental assistance for those clients who have exhausted their Ryan White assistance limits for the year
	Target Date	9/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	20
	Location Description	
	Planned Activities	We would also be using these funds to provide emergency rental assistance for those clients who have exhausted their Ryan White assistance limits for the year. This too will help prevent homelessness. Our goal with these funds is to increase the number of clients/households we serve to secure new permanent housing and preventing them from becoming homeless. Golden Rainbow has formed strategic alliances with other AIDS service organizations in Southern Nevada to identify and screen eligible clients prior to being referred to us for support. A housing plan and monthly budget is created and the Case Manager will then send the client referral to Golden Rainbow if the client meets the criteria for Housing Support. Housing plans are reviewed with the referring case-manager to assure that the client can successfully follow the plan that was laid out.
42	**Project Name**	2020 - 2021 CV-COVID-19 Project Sponsor Admin NVH20FHW001 (NV)
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	:
	Description	This project has been canceled because it was a placeholder until agreements were establishedThe agency section is TBD. Project Sponsor Admin to manage programs and services carried out to the HIV/AIDS community to prevent, prepare for, and respond to COVID-19
	Target Date	9/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	
	Planned Activities	TBD
43	**Project Name**	2020 - 2021 CV-COVID-19 STRMU NVH20FHW001 (NV)
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	:
	Description	The agency selection is TBD. STRMU assistance to be carried out to the HIV/AIDS community to prevent, prepare for, and respond to COVID-19
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	
	Planned Activities	TBD
44	**Project Name**	2020 - 2021 CV-COVID-19 Resource Id NVH20FHW001 (NV)
	Target Area	CITY LIMITS

	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	:
	Description	The agency selection is TBD. Assist citizens of the HIV/AIDS community in resource identification to prevent, prepare for, and respond to COVID-19
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	
	Planned Activities	TBD
45	**Project Name**	ESG20 - Las Vegas
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless
	Needs Addressed	Homelessness
	Funding	ESG-CV: $9,895,110

	Description	FY2020 Allocation $445,898: Administration: $33,442.35, Street Outreach: $235,732 and Rental Assistance: $176,724ESG-CV $9,895,110 funds will be used to support a number of COVID-19 related activities that respond to the immediate need and integrates a strategy for long-termstability for homeless citizens. The City's initiatives include:1) Homeless prevention through a rental and utility assistance program ($295,239.13);2) Rehabilitation of a public facility to be used as a recuperative care center for medically fragile citizens ($275,000);3) Recuperative Care Center emergency shelter operations ($5,810,599),4) Transportation services by The Arrow that will transport homeless persons to and from essential services ($820,000), 5) The City will add Rapid Rehousing activities for Operation HOME ($1,704,790.87). This effort is a regional commitment to house 2022 individuals by December 2022.6) Grant program administration ($989,511)
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Up to 900 families and individuals will benefit from the above activities.
	Location Description	
	Planned Activities	Provide a variety of services to the homeless community in response to COVID-19
46	**Project Name**	CV-Operations and Case Management at the Recuperative Care Center
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	CDBG-CV: $1,843,650

	Description	The Recuperative Care Center was developed as a part of the cityÃ¢Â¿Â¿s response to COVID-19. The program brings homeless individuals with life-threatening medical conditions or injuries off of the streets and provides them with a safe place to heal and recover. Due to their medical conditions, these individuals are highly susceptible to the virus and the virus could have an extremely detrimental impact on their ability to recover.
	Target Date	3/31/2024
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 690 homeless individuals will receive case management services and other operations benefits at the Recuperative Care Center.
	Location Description	1581 N Main St
	Planned Activities	Provide services to medical fragile homeless citizens.
47	**Project Name**	CV-Operation HOME
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Educational enrichment services & supportive prgms Provide Community and Supportive Services
	Needs Addressed	Homelessness Special Needs and Low/Mod Income Public Services
	Funding	CDBG-CV: $1,000,000
	Description	Case Management and operations for community partners of Operation HOME. A regional effort to house 2022 individuals by December 2022.
	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	This regional effort's goal is to house 2022 individuals by December 2022

	Location Description	
	Planned Activities	Case Management and operational activities for community agencies carrying out Operation HOME
48	**Project Name**	CV-Shelter Partners Operations
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Educational enrichment services & supportive prgms Provide Community and Supportive Services
	Needs Addressed	Homelessness
	Funding	CDBG-CV: $1,617,309
	Description	Funds toward the Interlocal Agreement for increasing shelter services beginning in FY21/22
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	Up to 2000 homeless individuals may be assisted by the increased shelter services
	Location Description	
	Planned Activities	Case management and shelter operations
49	**Project Name**	CV-Future CDBG COVID-19 Programming
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Educational enrichment services & supportive prgms Provide Community and Supportive Services Community Facilities/Infrastructure/Neigh. Revital

	Needs Addressed	Homelessness Educational Enrichment Special Needs and Low/Mod Income Public Services Community Facilities, Infrastructure, Improvements
	Funding	:
	Description	Future CDBG COVID-19 Programming
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
50	**Project Name**	2020- 2021 CPLC Nevada Inc, LUCES Supportive Housing Program NVH20FHW001
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services
	Funding	HOPWA-CV: $203,945

	Description	PLC NVs Latinos Unidos Contra el Sida (LUCES) Supportive Housing (LUCES SH) program goal is to provide housing opportunities for individuals/ families who are living with HIV/AIDS who are experiencing housing instability including homelessness. The overall goal is to prevent homelessness and if they are already experiencing homelessness the goal is to transition individuals/families into stable housing.In order to accomplish this goal LUCES SH will meet the following HOPWA City of Las Vegas objectives:Decent, safe and affordable housing under Covid19 Supplemental funds Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¢Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿Ã¿Â¿ ensure all program participants have access to safe housing as defined by HOPWA guidelines though the following programso Tenant based vouchers- a housing subsidy provided for use on the open rental market. The tenant holds a lease with a private landlord for a unit that is rented at or under Fair Market Rent and that meets Housing Quality/Habitability Standards.o Short term Rent, Mortgage and Utility - assistance for rent, mortgage, or utilities for a period of up to 21 weeks in any 52-week period. Ongoing assessment of need is required and individual service plans must address housing stabilityo COVID - Hotel/Motel or other locations to quarantine HOPWA-eligible individuals or their family membersAccess to support services due to Covid19 includingo Improve health and well-being including connecting to nutritional serviceso Case managemento Transportation assistance and referralo Counseling and substance abuse referrals
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	100
	Location Description	

	Planned Activities	Funding for this program will go to support HIV Navigation Services and Housing Navigation services. CPLC proposes to implement HIV Navigation Services, which includes linkage to HIV care, treatment promotion and adherence, community referrals, partner services, prevention education, emotional support, outreach services, condom distribution, and Prep & Pep education for people living with HIV or individuals at high-risk of HIV infection, their partners and families. Housing Navigation Services include: housing search and placement, move in cost assistance, utility assistance, start up boxes, eviction prevention, housing plan, housing check in's at 30/60/90 days follow up and check in's based on need. The program will work off of a community based model where the program staff is identifying this high needs population through word of mouth, social media, other LGBTQ serving nonprofits, the Courtyard, and other service providers including mental health, substance abuse and domestic violence shelters. The program has also had success going to nightclubs and other alternative venues. Once an individual is identified they will meet with the HIV Service Navigation staff for identification of HIV positive status, needs assessment, HIV services referrals, and linkage to Housing Case Manager. Once an individual is deemed eligible for HOPWA services they will meet and create a service provision plan with the Housing Case Manager and be enrolled for referral and follow-up. If the needs include housing, the HIV Service Navigator will provide a warm transfer to the Housing Navigator to work on a housing plan that is complimentary to the service provision in plan or referral to HIV case manager for HIV needs. The HIV Service Navigator and Housing Navigator work hand in hand to ensure all the client's needs are getting met as long as they meet eligibility guidelines. The Housing Navigator will also provide checkups and self-care including how to talk with your landlord, make sure your unit is in working order and even basic financial literacy to ensure you pay all your bills on time to avoid eviction.
51	**Project Name**	2020-2021 Golden Rainbow: Permanent Housing Placement NVH20FHW001(NV)
	Target Area	CITY LIMITS
	Goals Supported	HIV/AIDS Homeless Prevention
	Needs Addressed	Special Needs and Low/Mod Income Public Services

	Funding	HOPWA-CV: $41,158
	Description	With this grant, Golden Rainbow is proposing to supplement its long-established HOPWA-funded Program: Permanent Housing Placement.
	Target Date	6/30/2023
	Estimate the number and type of families that will benefit from the proposed activities	20
	Location Description	

	Planned Activities	The additional $60,000 requested for this category will be used to provide clients with the funds necessary to re-establish a permanent residence in Southern Nevada. Most clients referred to Golden Rainbow are seeking assistance with securing a new permanent house, apartment or room for rent in a private home. This financial assistance may be in the form of first/last month's rent, security deposits, background checks, application fees and credit checks. With COVID-19 leaving many of our clients unemployed for the past few months, most have become delinquent in their rents with their current landlords. While we have leveraged our Ryan White Housing Program dollars to assist many of our clients during this time, there still are many who will be evicted from their current housing once the moratorium on evictions is lifted. We would also be using these funds to provide emergency rental assistance for those clients who have exhausted their Ryan White assistance limits for the year. This too will help prevent homelessness. Our goal with these funds is to increase the number of clients/households we serve to secure new permanent housing and preventing them from becoming homeless. Golden Rainbow has formed strategic alliances with other AIDS service organizations in Southern Nevada to identify and screen eligible clients prior to being referred to us for support. A housing plan and monthly budget is created and the Case Manager will then send the client referral to Golden Rainbow if the client meets the criteria for Housing Support. Housing plans are reviewed with the referring case-manager to assure that the client can successfully follow the plan that was laid out. Under most circumstances, Golden Rainbow can provide financial assistance within 24 hours of receipt of request. This quick turnaround can make a difference between a client having a safe place to call home or being left homeless.
52	**Project Name**	CV Critical Home Repairs
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services Provide Decent & Affordable Hsg (Rental & Owner)

	Needs Addressed	Homelessness Special Needs and Low/Mod Income Public Services
	Funding	CDBG-CV: $50,000
	Description	Provide Critical Home Repairs to low-income homeowners that are seniors, veterans, or disabled. Examples of repair scope would include but not be limited to HVAC replacement, water heater replacement, roof replacement, plumbing repairs, and ADA modifications.We will serve Wards 1, 3, and 5 with these funds.
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	10 low income home owners that are seniors, Veteran or disabled
	Location Description	
	Planned Activities	Provide Critical Home Repairs to low income home owners that are seniors, Veteran or disabled. Examples of repair scope would include but not be limited to HVAC replacement, water heater replacement, roof replacement, plumbing repairs and ADA modifications.
53	**Project Name**	CV Testing, Diagnosis or other services at a Homeless Shelter
	Target Area	CITY LIMITS
	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Homelessness
	Funding	CDBG-CV: $288,000
	Description	Professional Services for House Call Services at a homeless shelter
	Target Date	6/30/2021

	Estimate the number and type of families that will benefit from the proposed activities	Up to 350 homeless guests at the Courtyard will be served
	Location Description	1401 Las Vegas Blvd
	Planned Activities	Provide house call services for homeless citizens presenting non-COVID symptoms and screening services for homeless presenting COVID symptoms
54	**Project Name**	CV-CARES Act Administration
	Target Area	CITY LIMITS
	Goals Supported	Prevent and End Homeless Educational enrichment services & supportive prgms Provide Community and Supportive Services
	Needs Addressed	Homelessness Special Needs and Low/Mod Income Public Services
	Funding	CDBG-CV: $1,499,739
	Description	Administer programming related to the prevention, response, and preparation for COVID-19
	Target Date	6/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	City Hall, 495 S. Main St
	Planned Activities	CARES Act Grants Administration
55	**Project Name**	CV-PPE and Sanitization Supplies
	Target Area	CITY LIMITS

	Goals Supported	Provide Community and Supportive Services
	Needs Addressed	Homelessness Special Needs and Low/Mod Income Public Services
	Funding	CDBG-CV: $200,000
	Description	The Program will provide personal protective equipment (PPE) and COVID-19 related cleaning/sanitizing supplies and procedures to protect clients and staff at the agency shelter
	Target Date	6/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	2,000 homeless individuals will be provided with personal protective equipment & sanitizing supplies.
	Location Description	
	Planned Activities	The Program will provide personal protective equipment (PPE) and COVID-19 related cleaning/sanitizing supplies and procedures to protect clients and staff at the agency shelter

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

City of Las Vegas funded projects are primarily located in traditional low-income census tracts and areas that document a higher percentage of low and moderate income citizens; however, certain projects are available throughout the City. New construction HOME projects are located in areas with a diverse population and have vacant land or the ability to be converted to the proper zoning and use. The city supports the rehabilitation of existing substandard affordable housing in areas of minority concentration. HOPWA funds are used countywide while ESG funds will support individuals who meet eligibility criteria.

Geographic Distribution

Target Area	Percentage of Funds
CITY LIMITS	80

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Las Vegas will purpose its CDBG and ESG funds for homelessness prevention and housing services, youth enrichment, and special needs services. A greater emphasis will be on Historic West Las Vegas, the Corridor of HOPE, and the Meadows Community. However, homeless citizens' city-wide will have the opportunity to receive assistance and services.

The City will use HOPWA funds to target the Paradise EMSA as the city is the entitlement agency for those funds in Southern Nevada.

The City remains committed to applying for Neighborhood Revitalization Strategy Areas as mentioned in the Consolidated Plan

Discussion

The city of Las Vegas' geographic priorities were established based upon the analysis of the current community needs, the characteristics of the overall market, the ability of low income households to afford, locate, and maintain housing and the availability of resources to address the identified needs. The City will continue to rely on low income census tracts and block groups in addition to other data supplied by HUD and city data to determine the areas of greatest need. Currently, funds are allocated citywide providing low income residents the opportunity to apply for much needed services.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Las Vegas will utilize CDBG, ESG, HOME and LIHTF funds to increase and sustain the number of affordable housing units, as well as help low-income residents, maintain their housing. The City monitors recipients of rental housing and inspections are conducted to ensure units meet the required standards. The City's affirmative marking policies and procedures mirror HUD's HOME affirmative marketing requirements and the city monitors recipients affirmative marking activates.

One Year Goals for the Number of Households to be Supported	
Homeless	18
Non-Homeless	80
Special-Needs	87
Total	185

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	105
The Production of New Units	80
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	185

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City will continue to work toward providing and maintaining affordable housing stock by assisting low-income residents with affordable units and rehabilitation programs, rental assistance, including placement is also provided through funding from our Emergency Solutions Grant (ESG) and Housing Opportunities for Persons with Aids (HOPWA)

AP-60 Public Housing – 91.220(h)

Introduction

Actions planned during the next year to address the needs to public housing

The Southern Nevada Regional Housing Authority (SNRHA) continues to utilize its Capital Fund Program (CFP) for the required capital improvements. The SNRHA CFP Funds is one of the financing tools to fund comprehensive modernization and new construction under the Rental Assistance Demonstration (RAD) Program and Mixed Finance Program.

Following the ECT Master Plan the SNRHA submitted in May 2018 a 9% Low Income Housing Tax Credits Application and a Mixed-Finance Proposal to HUD and the NV Housing Division to develop one of the vacant lots. The proposed Wardelle Street Townhouses Project entails the financing for the new construction of approximately (57) family units, and a Community Center/Management Office/Maintenance.

Building to be located on a portion of the site of the former Ernie Cragin Terrace (NV210/AMP305portion off) public housing development located at the corner of Wardelle and Bonanza APN Nos 139-25-410-039/139-25-410-040 /139-25-410-041 totaling 7.73 acres. Approximately 1.5 acres fronting Bonanza Road or Harris Street will be available for future construction of the City of Las Vegas proposed Early Childhood Education Center. The City of Las Vegas has recently named this future center as the Strong Start Academy at Wardelle. The proposed unit mix will be 20-1 bedroom units, 27 2-bedroom units and 10 3-bedroom units which includes 20 public housing at <30% AMI, 22 project based vouchers (9 at <30% & 13 at <50% AMI), 15 tax credits (3 at <50% & 9 at <60% AMI) and 3 unrestrictive apartments targeted to low-income families continuing on their path to self-sufficiency. The creation of these townhomes will help meet the need for affordable housing in the City of Las Vegas and will complement the City's proposed plan for an early childhood educational facility and the County's new East Las Vegas Branch public library which is currently under construction on the adjacent parcel. The proposed Wardelle Street townhomes will serve as a stimulus for other developments in the vicinity and promote a more vibrant neighborhood environment. SNRHA will self-develop this project

A Request For Proposal was issued in February 2019 for General Contractor Construction Management Contract for the Comprehensive Modernization of a 200 Unit Senior Housing Complex at James Down Towers. The RFP closes the Spring of 2019. An architectural firm will be assigned by the SNRHA to work

in conjunction with the General Contractor in providing a design to upgrade this facility.

The SNRHA has issued a Request For Qualifications for a Master Developer For Mixed Income Re-Development of Marble Manor. The developer will be required to provide a master plan, entitlement and environmental assessment for the redevelopment of the Marble Manor public housing site consistent with the UNLV HUNDRED YEAR Plan for the Historic Westside Community final report dated May 2016 and the City of Las Vegas Downtown Master Plan Vision 2045. This proposed redevelopment will occur on a site over 35 acres and introduce mixed-income housing and related facilities adjacent to the downtown of the City of Las Vegas.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

Through 2018, the grant funded Resident Opportunities Self Sufficiency – Family Self Sufficiency (ROSS-FSS) program served 404 voluntary participants alongside 42 Housing Choice Voucher (HCV) mandatory participants. Escrow disbursements through that period totaled $299,088 to 41 graduates.

Southern Nevada Regional Housing Authority (SNRHA) partners with over 50 agencies through the Program Coordinating Committee (PCC) empowering residents to gain resources and referrals for workforce development and employment training, financial literacy, education, social services, life skills training, healthcare, and more. The purpose of the PCC is to obtain and provide resources to address the challenges faced by FSS participants. Partnerships arrive through letters of agreement and Memorandums of Understanding (MOU). SNRHA expects to expand its Community Partners program with public, private, and faith-based agencies.

Some highlights in employment skill opportunities come through resident participation in the H.U.D. program titled “Section 3”. SNRHA residents are given opportunity to gain employable skill as they’re hired by local contractors providing services to SNRHA properties in the areas of construction and pest control. Skills obtained through this opportunity allow SNRHA residents to increase income breaking down a major barrier to home ownership.

T-Mobile partners with SNRHA to provide internet services and tablet computers to 600 residents allowing access to work search, training, personal financial transactions, and

SNRHA utilizes two programs allowing residents to access home ownership: Housing Choice Voucher Program; and, the Public Housing Program. Each program continues to assist low-income families to reach the dream of owning a home. The Section 8 Homeownership Program allows FSS Households to use Section 8 vouchers towards a home mortgage payment. Seminars are provided on home purchasing

and staff provide credit counseling.

In the future SNRHA hopes to expand promote self-sufficiency and homeownership for residents, families, and the seniors served utilizing greater support from the private sector and community. The Southern Nevada Regional Housing Authority partners with

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The Southern Nevada Regional Housing Authority is not designated as troubled by HUD.

Discussion

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The following sections describe how the City plans to address Homeless and Other Special Needs through its ongoing participation in Regional Homeless Coordination efforts and community partnerships.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City utilizes its ESG funds to support agencies who provide case management services; services include assessing the needs of homeless persons and assisting them with applying for mainstream public benefits including TANF, Food Stamps, Medicaid, SSI, SSD, and Veterans benefits. In addition, the City's ESG allocation will support eligible costs for engagement, case management, emergency health and mental health services, transportation, and services for special populations.

The City also contracts the Multi Agency Outreach Resources Engagement (MORE) Team who provides mobile intervention and outreach to individuals and families experiencing homelessness, including those who are living on the streets, in outlying uninhabited areas, and in the flood control tunnels. The team assesses individuals and families for service referrals; thereby connecting them with emergency shelter, housing or critical services, and providing them with urgent, non-facility based care. The team uses the Community Housing Assessment Tool to assess the extent of issues and then place the individuals on the community queue for housing placement.

Nevada Partnership for Homeless Youth, a City CDBG subrecipient and community partner, will provide crisis intervention services to vulnerable youth ages 12-18. Their services include mobile crisis intervention, a crisis hotline, linkages to services that meet their unique needs and circumstances. These services aid in equipping youth with tools and resources to address their immediate needs, thereby increasing their safety and stability. In addition, at the May 15, 2019 City Council Meeting the Las Vegas City Council adopted the Southern Nevada Plan to end Homelessness in which the City of Las Vegas was a collaborative partner.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City funds two shelters with ESG funding, HELP of Southern Nevada's Shannon West Homeless Youth Center which provides emergency shelter, transitional housing to homeless and at-risk youth ages 16 to 24; and The Shade Tree which provides safe and sanitary accommodations to homeless women, children and youth. ESG funds for the 2019-2020 PY will also continue to support both HELP of Southern

Nevada and The Salvation Army's rapid rehousing programs, which are designed to rehouse participants who have recently become homeless due to an unforeseen crisis.

The Courtyard was established as a safe environment for homeless individuals to access services and a safe place to sleep at night. As of August 2018, the Courtyard has stayed open 24 hours a day, 7 days a week. The City of Las Vegas also plans to expand the Courtyard, which will include a day center, showers, toilets and laundry facilities.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City is an active member of the Southern Nevada Homelessness(SNH) CoC Board and is involved in the regional strategic planning efforts to reduce chronic homelessness. The SNH CoC Board has adopted the HELP HOPE HOME Plan that provides guidance for regional planning efforts and reports progress toward regional establishes goals. The plan defines core strategies and details an implementation schedule to reduce homelessness. Those strategies and their objectives, along with the activities that support them, form our local agenda to reduce homelessness in Southern Nevada. Along with the agencies previously mentioned, the City also supports homeless prevention programs by funding Lutheran Social services and St. Jude's in providing serving homeless and at-risk individuals with rental assistance and permanent supportive housing.

Boys Town Nevada, a CDBG subrecipient and community partner, will provide family-centered case management services to homeless families. Services include assisting parents in navigating community, public, social and mental health services. These critical interventions aid in equipping families to successfully transition from homelessness to a home of their own, building protective factors and accessing health services, thereby increasing their self-sufficiency, well-being and safety. In working towards these goals, Boys Town Nevada will contribute to the city of Las Vegas' strategic priorities of reducing homelessness, increasing housing stability and improving access to supportive services.

Educational and skill supplementation for the City's homeless citizens is the objective of our CDBG recipient and community partner, The Salvation Army. They will provide vocational training services to homeless individuals and assist in accessing employment resources and opportunities to develop the skills needed to secure employment. These services aid in equipping the homeless population to secure employment that pays a living wage and permanent housing, thereby increasing their self-sufficiency. Program participants will be referred to an agency owned apartment or other permanent

housing programs after securing employment.

As the City focuses on reducing homelessness, its ongoing partnership with Help of Southern Nevada remains an invaluable alliance for providing rapid rehousing for at risk homeless. Their services include short to medium term rental assistance and intensive case management. Their program also provides homeless prevention assistance to households at imminent risk of homelessness, which also includes short-term rental assistance and intensive case management.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City works in conjunction with the multijurisdictional Continuum of Care team to implement a strategic and comprehensive response to the challenges of those with medical and behavioral health impairments in our community. This coalition comprises government agencies, the housing authority, Workforce Connections, law enforcement, faith-based organizations, business owners, social service providers, mental health agencies, hospitals, fire and rescue and homeless advocates.

Moreover, plans are underway for the City to expand its public outreach efforts and partnerships that service and bring awareness of reoccurring substance abuse, PTSD, access to mental health services and treatment, housing for citizens re-entering the community after incarceration and discharge from mental health and treatment facilities. Further, the City joined efforts with the Southern Nevada Adult Mental Health Coalition and is a part of Operation Deep Dive, a community-based Veteran Suicide Prevention Study.

The SNH CoC and City will continually explore the adverse impact incarceration has upon the homeless. Studies illustrate incarceration leads to disrupted families, limited economic prospects and criminal activity. In addition, the SNH CoC, in alliance with the Clark County Criminal Justice Coordinating Council and the NV Interagency Council on Homelessness, addresses issues amongst the homeless including mental health and substance abuse issues.

Clark County Law Foundation (CCLF) assists low- and moderate-income youth, ages 12-17 with opportunities to increase their knowledge of the legal system and create positive relationships with those involved. CCLF will engage eligible youth in one of three program activities: the defendant, peer counselor and/or juror. CCLF will provide youth defendants with court diversion services and an opportunity to serve as a juror and receive training to become peer counselors. All youth will also engage in community service activities. By providing hands-on experience with the legal system to eligible youth participants, the Clark County Law Foundation will reduce the playground to prison

pipeline and divert youth from entering the juvenile justice system. Services aid in reducing the number of non-violent offenders entering the juvenile justice system and strengthening the relationship between officers/legal professionals and youth, thereby creating a community-centered approach to diversion.

Discussion

The City of Las Vegas is keenly aware of the complexity of homelessness, at-risk homeless, and the limited access to services they and very low, low and moderate-income families may encounter. Hence, with the overarching mission to reduce homelessness, it is imperative that self-sufficiency, vocational training, educational development, nutritional needs, senior advocacy, and the ill are connected to community resources that stabilize their conditions. Several of the agencies the City has and will continue to partner with provide intensive case management, independent living skills, job search assistance, development of a responsibility plan for families that helps homeless families with children return to sustainable housing, financial management, job placement, utilities assistance, and much more. All of these special services feed into the mission of reducing homelessness and promoting self-sufficiency.

AP-70 HOPWA Goals– 91.220 (l)(3)

One year goals for the number of households to be provided housing through the use of HOPWA for:	
Short-term rent, mortgage, and utility assistance to prevent homelessness of the individual or family	100
Tenant-based rental assistance	50
Units provided in permanent housing facilities developed, leased, or operated with HOPWA funds	35
Units provided in transitional short-term housing facilities developed, leased, or operated with HOPWA funds	0
Total	185

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City's housing programs seek to increase affordable housing opportunities for low-income households. This is done in part by providing gap financing to create affordable rental housing and decreasing energy costs for low-income households through weatherization and energy conservation improvements.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

See attachment for measures used to assist in maintain and developing affordable housing as required by NRS 278.235

The City will continue its partnership with unincorporated Clark County, City of North Las Vegas, and City of Henderson to conduct a planning process of the Assessment of Fair Housing. The City also provides both ESG & HOPWA funds for programs to assist low-income households with rent and homeowner rehabilitation services.

Discussion:

AP-85 Other Actions – 91.220(k)

Introduction:

The City's longstanding goals to meet the needs of the underserved have been amplified due to COVID-19. Many of the City's citizens' employment has been reduced or terminated which leads to greater housing instability and economic distress. In addition, the need for ensuring safe and sanitary conditions for homeless citizens has become paramount. Since the vitality of the Las Vegas economy thrives on tourism, which was halted in March due to the pandemic, the City's allocation of CARES Act funds will be used to support the City's efforts to help its citizens maintain housing stability, receive much needed medical services and case management services, and serve the special needs of its HIV/AIDs community.

Actions planned to address obstacles to meeting underserved needs

The City will engage in the regional dialogue with the Southern Nevada Homelessness CoC, neighboring communities and service providers to identify and address the needs of the underserved. The SNH CoC is responsible for the regional implementation and evaluation of the HELP HOPE HOME plan to reduce homelessness; while, the City's Homelessness Advisory Committee focuses on connecting street homeless in the urban core to housing and services that provide safety, health and wellness.

The City is also operating The Courtyard 24 hours a day, 7 days a week and fills many major service gaps such as homeless services, housing assistance, medical and mental health, and employment and benefit assistance. The City will continue providing the Ticket to Home and homeless outreach program.

Catholic Charities will provide homeless outreach, intensive case management, and financial assistance to eligible citizens to help them obtain their identification and/or birth certificates which are items required for obtaining employment, housing or supportive services.

NPHY runs a Safe Place program that maintains and offers a crisis hotline available 24 hours a day, 7 days a week, 365 days a year with a staff of qualified individuals to serve at-risk youth on-call 24-7-365 for crisis response. When called, NPHY will dispatch staff to arrive at Safe Place sites, over 100 in Southern Nevada, within 30 minutes of a youth's arrival. Safe Place addresses many unserved youth with transportation, a means to immediately flee their unsafe situation, connect them to critical services and increase their sense of safety and stability.

The City has implemented the Recuperative Care Center in response to COVID-19. This program provides medical services to medically fragile, homeless citizens and connects them to housing resources upon

discharge.

Actions planned to foster and maintain affordable housing

Currently, the City is considering two future projects, the rehabilitation of 125 units at 1720 Searles and the construction of 43 new units of affordable housing at 4445 Diamond Drive. The City is working diligently to expand its pool of available Community Housing Development Organizations and is working to identify other projects that will expand and maintain the affordable housing stock in the City of Las Vegas.

Also, the City has continued to contract with Silver State Fair Housing Council to assist with fair housing education and outreach to housing providers and the community as a whole. Silver State will provide resources to residents, provide training for social service providers, and work individually with clients who may encounter inadequate housing, illness or disability.

Actions planned to reduce lead-based paint hazards

The Las Vegas Lead Hazard Control and Healthy Homes Program (LVLHCHHP) is a 36-month collaborative effort between the City of La Vegas and sub-grantee, the University of Nevada, Las Vegas, Department of Environmental and Occupational Health (DEOH). The program is citywide but is targeting four key zip codes (89101, 89106, 89107, and 89108) in Las Vegas that are known to contain the oldest housing stock as well as underserved households with low income. The primary goal of the LVLHCHHP is to create lead-safe and healthy housing in Las Vegas and reduce the incidence of childhood lead poisoning. Over the next 12 months, the program is projected to evaluate 57 units for lead-based paint hazards and complete lead hazard control and healthy homes activities in 35 homes. Three staff members and five construction workers have received Environmental Protection Agency (EPA) training. The program will continue to provide community education concerning protecting their families from lead in housing and lead-safe work practices.

Actions planned to reduce the number of poverty-level families

The City's continuous efforts to address poverty include funding of educational opportunities, employment training and other programs that assist low and moderate income families in achieving economic independence and self-sufficiency. The City has allocated over 1.5 million in ESG and HOPWA funding to reduce the number of poverty-level families and anti-poverty activities including but not limited to homeless prevention, rapid-rehousing, supportive services and case management to address the issues that are preventing families from moving towards independence. The City will continue to support Reinvent Schools Las Vegas that aims to increase academic achievement and provides wraparound services and family and community engagement at underperforming urban core schools. Another program aligned with reducing the number of poverty-level families is ESG sub recipient, Shannon West Homeless Youth Center. The predominant goal of the Center is to assist homeless and at-

risk youth become productive and self-sufficient members of the community. They work to achieve their goals through multi-faceted services including, independent living, education and employment training and financial literacy.

Tech Impact, a City CDBG sub recipient, CXWorks' program purpose is to increase access to education, technical training, and employment opportunities for young adults and veterans who are underemployed or unemployed, disconnected from work and school, and face significant economic or social barriers to advancing in their careers and in life. The training program will provide 8 weeks of intensive customer service and computer skills training, soft skills development, mentorship, and job preparation and placement assistance to help our students secure and retain in-demand jobs in a call center environment.

Another community partner and CDBG subrecipient is the Public Education Foundation. The will assist low and moderate-income parents and guardians with a no-cost 32-week Family Learning Program and access to financial literacy workshops to increase financial literacy and career skills. Services assist in equipping parents and guardians with the skills to assist their child with key educational concepts and advocate for their children academically, thereby increasing literacy rates and decreasing their achievement gap.

Actions planned to develop institutional structure

The City collaborates and coordinates services and initiatives with a wide range of public and community social service agencies to meet and address the various needs of the community in the upcoming 2019-2020 program period. For instance, the City will continue to facilitate Technical Assistance workshops, providers' training, CDBG training, non-profit symposiums, and Silver State for Housing training. Moreover, the City will use CDBG funds to provide funding to agencies that service low and moderate-income residents with various different needs in the community. The City will also continue its active participation in the Consortium and Southern Nevada CoC meetings.

The City of Las Vegas is dedicated to allocating all grants funding in a manner that is socially responsible and efficient. Recently, the Office of Community Services has extended its grant cycle from one year to two years to allow for continued, uninterrupted support; existing grantees will be re-evaluated at the end of year one to determine if additional funding will be awarded which eliminates the need for a second round of competitive funding and creates a more efficient funding process; agencies can allocate more time and resources to continually improving the service delivery rather than starting and stopping each year; allows agencies to use the more stable funding pattern to better plan for multi-year efforts.

The City has implemented the Recuperative Care Center in response to COVID-19. This program provides medical services to medically fragile, homeless citizens and connects them to housing resources upon discharge.

Actions planned to enhance coordination between public and private housing and social

service agencies

The City will continue to be an active member of the Southern Nevada Homelessness Continuum of Care, whose primary responsibility is the overall planning effort for the SNH CoC on homeless issues, and the Southern Nevada Consortium Meetings. These collaborative groups bring together local government jurisdictions along with the Regional Transportation Commission, the Clark County School District, the Metropolitan Police Department, Southern Nevada Adult Mental Health Services, and the Southern Nevada Regional Housing Authority, among others. Coordination with non-profit service providers and among governments takes place consistently through meetings held in the community to work together on grant applications for funding, the Emergency Food and Shelter Program and the State of Nevada Housing Advisory Committee.

The city will continue coordination with the Homeless Advisory Committee in efforts to bring together local social service agencies, business providers, and local governments to discuss initiatives on homelessness and stakeholder concerns.

In addition to the aforementioned actions, the City will participate in various housing roundtables at local, state and federal levels to explore and address impediments to affordable housing.

Discussion:

The City is dedicated to allocating all grants funding in a manner that is socially responsible and efficient. Recently, the Office of Community Services has extended its grant cycle from one year to two years to allow for continued, uninterrupted support; existing grantees will be re-evaluated at the end of year one to determine if additional funding will be awarded which eliminates the need for a second round of competitive funding and creates a more efficient funding process; agencies can allocate more time and resources to continually improving the service delivery rather than starting and stopping each year; allows agencies to use the more stable funding pattern to better plan for multi-year efforts.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	133,578
5. The amount of income from float-funded activities	0
Total Program Income:	**133,578**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is

as follows:

The City will not use any forms of investment beyond those identified in 92.205

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   The City's homebuyer program activity only uses recapture provisions of 24 CFR 92.254 (a)(4)(ii). It is believed this approach is the closest to normal market approaches to financing, the easiest for borrowers to understand, enables the deed restriction requirements of the alternative option to be avoided (which we believe constitutes a barrier to private financing participation), and better enables HOME funds to be marketed in coordination with other private lending. The recapture approach essentially results in the ongoing commitment to maintain a homeownership program because of regulatory requirement concerning the reuse of recaptured HOME funds for homebuyer assistance activity has been the City's goal and is in keeping with the basic HOME Program Descriptions.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   The City utilizes recapture revisions to recoup all or a portion of the direct HOME subsidy to ensure the unit or units remain affordable. These requirements are detailed in the City's HOME program Manual and included as conditions in HOME funding agreements.

   All guidelines and requirements that address resale or recapture, as required in 92.254 of the HOME rule, are outlined in the City of Las Vegas' HOME Program Manual.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The City of Las Vegas has no plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds.

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   Included as Attachment

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   Service providers who receive HUD funding through the Southern Nevada Continuum of Care and ESG through the CLV are required to participate in the Coordinated Intake (CI) process. Homeless individuals are assessed using the Community Housing Assessment Tool (CHAT) during intake. CHAT is a standard assessment that evaluates the household's situation and identifies types of housing intervention to address the situation. Households are assigned a vulnerability score based on the CHAT and placed in the community queue of eligible households in ranked order. Community programs with housing availability retrieve households from the list in the community queue. There are two major hubs for the intake process: Clark County Social Services and the Veterans Administration Administrative Community Resource & Referral Center (CRCC) for homeless single veterans.

   Client re-assessment takes place at the participant level and at the service provider level. Clients meet with case managers throughout their participation in the program, and have regular progress evaluations.

   Clients assisted with ESG funds are entered into HMIS during client intake and agency must maintain a minimum HMIS data quality of 90%. Agencies who solely provide emergency shelter to victims of domestic violence, stalking, sexual abuse, and trafficking are exempt. In those cases, a comparable database is used that protects the identity and safety of clients.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   The City utilizes a Notice for Applications (NFA) process to aid in identifying the best organizations and projects to provide ESG services and uses ZoomGrants, an online application process for submissions, tracking and monitoring of grant awards. There are two opportunities for ESG applications workshops to provide technical assistance for those interested in applying for ESG funding.

The selection process involves the Community Development Recommending Board (CDRB) comprised of 13 members appointed by the City Council. The CDRB members represent the concerns and opinion of the community in advising the City on the allocation of ESG and other federal funds. Office of Community Services staff review the applications for eligibility and completeness prior to review by the CDRB.

Through a series of open public meetings, and with the assistance of the Office of Community Services staff, the CDRB reviews applications, applicants, and makes recommendations based upon their perception of the community's needs. The CDRB uses a review process that includes a careful evaluation of each eligible applicant proposal within the context of program design and against program criteria and current objective, both nationally and those outlined in the City's Consolidated Plan. CDRB recommendations are presented to the Las Vegas City Council, a Public Hearing is held before the Las Vegas City Council and afterwards, a final selection of projects for application submission to HUD.

The following planning activities are the same each year although the timing may vary:

1. Identification of community development issues, needs, and concerns through community meetings and citizen input;
2. Formulation of community development goals and preliminary strategies, i.e. staff and citizens;
3. Dissemination of Grant Funds information to agencies and individuals
4. Submission of Project applications; and
5. Project Selection:

    i. Review of project applications by review committee and CDRB

    ii. Present recommendations of CDRB to the Las Vegas City Council

    iii. Public Hearing before the Las Vegas City Council and final selection of projects for application submission to HUD

4. If the jurisdiction is unable to meet the homeless participation requirement in 24 CFR 576.405(a), the jurisdiction must specify its plan for reaching out to and consulting with homeless or formerly homeless individuals in considering policies and funding decisions

regarding facilities and services funded under ESG.

The City participates in quarterly Consortium meetings where local jurisdictions confer on issues related to the Consolidated Plan and community trends, and issues surrounding regional homelessness. The City is also part of the Southern Nevada Homelessness CoC, which has a process in place for regional collaboration on homeless issues that includes discussion related to ESG funding, while respecting each individual political jurisdiction. The City will continue to provide a forum for citizens to contribute information, ideas, and input on service ideas and strategies on how residents can benefit from existing grant programs and services.

5. Describe performance standards for evaluating ESG.

The City evaluates the success of ESG programs by reviewing regional performance standards established by the SNH CoC that are captured and reported in the Southern Nevada Homeless Management Information System (HMIS). Agencies routinely enter homeless information in HMIS, data is recorded in real-time, and is reviewed by staff. Reports from the system assist staff in ensuring ESG compliance with regulations, local written standards, and that program goals are being met.

ESG programs are also subject to “on-site monitoring.” The SNH CoC has hired an External Monitoring Group to monitor the SNH CoC programs as well as ESG programs. This group has participated in over 30 federal grant evaluation designs, evaluation projects, and implementation of evaluation plans and evaluation of federally funded agencies. The basis for monitoring is to address findings and provide recommendations for program improvements.

The City of Las Vegas follows the same process for CDBG, ESG, and HOPWA grants. The City provides ongoing information for all grant programs at the following website: https://www.lasvegasnevada.gov/Residents/Grants. The City also encourages local non-profits, churches, and interested parties to sign up to an email notification list where agencies are notified of application enrollment and obtain a greater understanding of the process and requirements for available funding.

The City starts by using a Notice for Applications (NFA) process to help identify the best organizations and projects to provide HOPWA services. ZoomGrants is an online application portal utilized to submit and score applications. The City requires each applicant to attend a HOPWA application workshop, which provides technical assistance for those applying for HOPWA funds. The City works with the Community Development Recommending Board (CDRB) which is an advisory citizen group, appointed by

City Council. The CDRB represents the concerns and opinions of the community. They score applications and make recommendations to City Council on the allocation of grant funding. Through a series of open public meeting and with the assistance of the Office of Community Services department, the CDRB reviews potential projects. The review process consists of examining changes in community need, exploring trends, and includes a careful evaluation of each eligible application proposal within the context of the grant. CDRB project recommendations are presented to the Las Vegas City Council during a public hearing. The final selection of projects is submitted to HUD.

The City continues to work with the local Ryan White office to encourage other agencies to apply for HOPWA funds. The City's coordinator is also a member of the Ryan White Planning Council in efforts to collaborate with other providers who assist people living with HIV/AIDS.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
14

DEPARTMENT: Cultural Affairs **CONSENT**
DIRECTOR: Ally Haynes-Hamblen

SUBJECT:
For possible action to approve the acceptance of a donation in the amount of $25,000 from Frank Hawkins, LPL Financial to support the Office of Cultural Affairs' West Las Vegas Arts Center Performing and Visual Arts Summer Camp for Kids program at the West Las Vegas Arts Center, located at 947 West Lake Mead Boulevard - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The donation from Frank Hawkins, LPL Financial in the amount of $25,000 will be used to support the Performing and Visual Arts programs provided by the City of Las Vegas Office of Cultural Affairs' West Las Vegas Arts Center for high risk youth, ages 10-17, who reside in low-income areas of the city. Frank Hawkins is a long-time supporter of the facility, its programs and members of the West Las Vegas community.

RECOMMENDATION:
Staff recommends approval.

BACKUP DOCUMENTATION:
1. Cash Donation Acceptance Form

CITY OF LAS VEGAS

CASH DONATION ACCEPTANCE FORM

Received Date: 6/29/2021 Coding: 201250/20611/355040/MB2430 271/WLV

Recipient:

Facility/Unit Name: West Las Vegas Arts Center

Authorized Department Employee: Maria R Robinson

Telephone Number: (702) 229-4800

Donor:

Name of person/entity making the Donation: LPL Financial

Address: 4707 Executive Drive

San Diego, CA 92121-3091

Telephone Number: (858) 450-9606

Donation:

Description of Item: (If money amount, indicate type of payment (cash, check, money order). Donor may provide this information.

Check Number: 10598158

Check Amount: $25,000.00

Approvals:

Supervisor: _____ Date: _____

Division Manager: _____ Date: _____

*Budget Analyst: _____ Date: _____

Deputy Director or Director: Maggie Plaster Date: 7/6/2021

City Manager: _____ Date: 7/6/2021

*Must verify that cumulative total of donations from donor do not equal or exceed $25,000 for that year.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
15

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Ryan Smith, Acting

SUBJECT:
For possible action to approve a Parking Lease Agreement between 1621 S. Main Street, LLC and the City of Las Vegas (City) where the City will manage and operate a sixty (60) space parking lot, located at 1621 South Main Street, with the terms of the lease payments described in the agreement (APN 162-03-210-033) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $10,683.00
Funding Source: Parking Enterprise Fund
Dept./Division: Economic and Urban Development/Parking Ser

PURPOSE/BACKGROUND:
1621 S. Main Street, LLC (Landlord) wishes to utilize the City's existing parking management and enforcement infrastructure to operate, enforce and collect revenues on a sixty (60) space parking lot located at 1621 South Main Street (Main & Oakey Lot). Landlord is requesting the city to indemnify him for any liability in connection with our operation of the property as a parking lot. The City's typical liability language releases the city from any liability in excess of NRS 41 which limits damages in tort actions to $150,000 (soon to be $200,000). The indemnification requested would require the city to cover any and all expenses and damages payable by the property owner regardless of NRS 41. Estimated revenues to the city after expenses are projected to be $20,730.00 over three (3) years.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Parking Lease Agreement

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is made as of the 21st day of July, 2021 (the "Effective Date"), by and between 1621 S. MAIN STREET LLC, a Nevada limited liability company ("Landlord"), and the CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada ("Tenant"). Landlord and Tenant are individually referred to herein as a "Party" and collectively referred to herein as "Parties".

RECITALS

WHEREAS:

A. Landlord desires to lease that certain real property commonly known as 1621 S. Main Street, Las Vegas, Nevada (Main & Oakey Lot), as more particularly identified as Clark County Assessor's Parcel Numbers 162-03-210-033 (the "Site") for the operation by Tenant of a paid parking lot; and

B. Landlord desires to lease a portion if the Premises to Tenant for the operation by Tenant of a paid parking lot; and

C. The Site is a paved and striped parking lot with approximately Sixty (60) spaces and other improvements as set forth on Exhibit A attached hereto and hereby made a part of this Agreement; and

D. Tenant desires to lease the Site from Landlord for the operation by Tenant of a paid parking lot.

ARTICLE 1
BASIC TERMS

Section 1.01 DEFINITIONS.

For purposes of this Lease, the following terms shall have the following meanings:

Effective Date: The Effective Date shall be July 21, 2021.

Complete Closure: The election of Landlord pursuant to Section 2.01(c) below to completely close the Site for any parking such that no parking is available to the public.

Gross Revenues: All revenues actually received by Tenant from the operation of the Premises, including, without limitation, parking meter fees, monthly parking fees, special event parking fees, valet parking fees and parking citation revenues, which are subject to increase pursuant to Section 5.01 below.

Laws: All applicable statutes, regulations, requirements, ordinances, and orders promulgated by any federal, state, local, or regional governmental authority whether prior to or following the Effective Date.

Landlord's Mailing Address: 1620 S. Los Angeles Street, Unit C, Los Angeles, CA, 90015

Lease Interest Rate: The lesser of (i) two percentage points (2%) over that fluctuating rate of interest announced from time to time by the Bank of America National Trust and Savings Association as its prime or reference commercial lending rate of interest (or in the event such bank is no longer announcing such rate, by such other federally regulated banking institution of comparable stature as Landlord shall determine) or (ii) the maximum interest rate permitted by law.

Lease Term: Three (3) years, beginning on the Effective Date and expiring on July 31, 2024.

Market Rate: As defined in Section 5.01.

Monthly Threshold: The amount of $250.00

Percentage Rent: A monthly amount equal to fifty percent (50%) of Tenant's total monthly Gross Revenues in excess of the Monthly Threshold. Landlord agrees that until Tenant has received the Monthly Threshold, no monthly Percentage Rent will be payable to Landlord.

Premises Address: 1621 S. Main Street, Las Vegas, Nevada, 89104.

Permitted Uses: As defined in Section 5.01 below.

Premises: The Site and any improvements constructed thereon by Tenant.

Tenant's Address: 495 South Main Street, 6th Floor, Las Vegas, Nevada 89101.

Section 1.02 RENT.

(a) Percentage Rent. Tenant shall pay to Landlord for the Premises a monthly amount equal to fifty percent (50%) of Tenant's monthly total Gross Revenues in excess of the Monthly Threshold. Landlord agrees that until Tenant has received the Monthly Threshold, no Percentage Rent will be payable to Landlord. Attached hereto as Exhibit B is a hypothetical schedule of the calculation of Percentage Rent for a hypothetical year. The Parties agree that Exhibit B is for the sole purpose of illustrating the amount of Percentage Rent due to Landlord based on hypothetical assumptions as to Gross Revenues and Complete Closures and further agree that such hypothetical assumptions have no force and effect and do not constitute any warranty of projected revenues.

(b) Payment Date. All payments of Percentage Rent shall be made no later than one month and one day immediately following the month for which Percentage Rent is being paid. Any payments that are more than five (5) business days late shall bear interest at the Lease Interest Rate. All rent and other amounts payable hereunder shall be made payable to 1621 S. Main Street, LLC, 1620 S. Los Angeles Street, Unit C, Los Angeles, CA, 90015.

(c) Statements. Percentage Rent shall be paid monthly as set forth in this Section 1.02(c). Tenant shall provide to Landlord along with the payment of Percentage Rent a statement setting forth the Percentage Rent then due to Landlord. Along with such statement, Tenant shall include its check for such Percentage Rent then due from Tenant to Landlord. No later than sixty (60) days after the end of each twelve (12) calendar month period of the Lease Term, Tenant shall submit to Landlord a statement setting forth the Gross Revenues for the operation of the Premises during such twelve (12) month calendar period which statement shall include a statement of (i) the amount of Percentage Rent paid to Landlord during such period, (ii) the amount of any overpayment by Tenant during such period or (ii) the amount of any underpayment by Tenant during such period. In the event that Tenant has underpaid the Percentage Rent

to Landlord, such annual statement shall be accompanied by Tenant's check in the amount of the underpayment of Percentage Rent. In the event Tenant has overpaid the amount of Percentage Rent, then Tenant shall have the right to deduct from the any amounts of Percentage Rent as they next come due the amount of such overpayment until Tenant has received the full amount of such overpayment. Landlord agrees that the monthly and annual statements of Percentage Rent will be prepared internally by Tenant and shall not be audited or reviewed by an outside accounting firm. In the event Landlord desires to have such statements, audited, then (i) all such audit costs and expenses will be borne by Landlord, (ii) Tenant will reasonably cooperate in such audit, and (iii) Landlord shall have no audit rights for any calendar year two years after such calendar year has expired. In the event Landlord's audit indicates Tenant has underpaid the amount of Percentage Rent, then Tenant shall pay to Landlord such amount within thirty (30) days of the date Landlord submits the results of such audit to Tenant. In the event of a material shortage wherein Tenant's underpayment meets or exceeds $10,000.00 within a one year period, tenant shall pay audit costs not to exceed $2,000.

(d) The Parties further agree that (i) fifty percent (50%) of all citation revenue collected by Tenant for two (2) years following the termination date will be paid to Landlord on a quarterly basis and (ii) after such two (2) year period no further citation revenues collected by Tenant shall be paid to Landlord.

ARTICLE 2
LEASE TERM

Section 2.01 LEASE OF PROPERTY FOR LEASE TERM.

(a) Extension Rights. Landlord hereby leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Lease Term. The Parties may extend the Lease Term for one (1) three (3) year period upon their mutual agreement, but at each Party's respective sole discretion. In the event that the Parties agree to extend the Term, the Parties shall execute a written amendment to this Lease.

(b) Landlord's Early Termination Right. Landlord shall have the right to terminate this Lease prior to the expiration of the Lease Term (i) upon three (3) full calendar months prior written notice in the event Landlord has sold or is in escrow to sell the Premises or a portion thereof and/or submitted for or obtained a building permit for the development of the Premises or a portion thereof; and/or (ii) upon one (1) full calendar months prior written notice in the event Landlord has entered into an agreement to lease the Premises or a portion thereof. Landlord acknowledges that this Lease in itself does not in any way constitute any obligation or commitment of Tenant to cooperate with Landlord in obtaining any entitlements, approvals or permits for any development of the Premises and any such entitlements, approvals or permits much be obtained through the normal development processes of the City of Las Vegas, Nevada.

(c) Landlord's Right to Complete Closure of the Premises. Tenant agrees that Landlord shall have the right to enact a Complete Closure of the Premises at Landlord's discretion upon seven (7) days written notice to Tenant. Upon a Complete Closure, Landlord shall have the right to use the closed portion of the Premises for any reason that Landlord determines with the exception of operating the Lot for paid parking, including, without limitation, for Landlord's own use, the use by third parties and in connection with special events. In connection with any Complete Closure, Landlord shall have the right to manage the closed Premises.

Section 2.02 DELIVERY OF POSSESSION.

Landlord will deliver to Tenant possession of the Premises on the Effective Date in their as-is, where-is, with all-faults condition. Tenant hereby acknowledges, agrees, represents and warrants that Tenant

has conducted its own investigations as to the Premises without any representation and/or warranty made by Landlord and/or anyone acting on behalf of Landlord.

Section 2.03 HOLDING OVER.

Tenant shall vacate the Premises upon the expiration or earlier termination of this Lease. If Tenant does not vacate the Premises upon the expiration or earlier termination of this Lease, Tenant's occupancy of the Premises shall be a tenancy at sufferance, subject to all of the terms of this Lease applicable to a tenancy at sufferance. Nothing contained in this Section 2.03 shall be construed as consent by Landlord to any holding over of the Premises by Tenant, and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises to Landlord upon the expiration or earlier termination of this Lease.

ARTICLE 3
TENANT IMPROVEMENTS

Section 3.01 TENANT IMPROVEMENTS.

(a) Tenant and Landlord agree that Tenant shall not make any improvements to the Premises without Landlord's advance written consent, which Landlord shall not unreasonably withhold. However, in no event may Tenant make any structural improvements to the Premises. Tenant shall install on the Premises two (2) parking meters and parking signage at Tenant's sole cost and expense. All meters and signage shall belong to Tenant and Tenant may remove such meters and signage at the expiration or other termination of this Lease.

(b) Tenant and Landlord agree that Tenant has the right to install solar lighting on the Premises at Tenant's sole cost and expense. All solar lighting shall belong to the Tenant and Tenant may remove such lighting at the expiration or other termination of this Agreement. Tenant shall have no other obligation to install any improvements on the Premises.

(c) Tenant shall, at its sole cost and expense, procure and maintain any and all permits and/or approvals necessary and/or advisable with respect to Tenants improvements and use of the Premises.

ARTICLE 4
OPERATING COSTS

Section 4.01 OPERATING COSTS.

(a) Tenant agrees that Tenant shall be responsible at its sole cost and expense for all ordinary maintenance required to the Premises such as striping, sweeping, trash pickup, minor asphalt repair, and maintaining the parking meters and signage installed by Tenant, lighting installation, repair and maintenance. Tenant shall at its sole cost and expense, maintain the Premises in a lawful, neat, clean and working condition. Landlord shall have the right, at its discretion, to pay all costs for required expenditures of a capital nature. In the event that Landlord does not agree to pay required capital expenditures, Tenant may either (1) pay required capital expenditures, with no obligation of reimbursement by Landlord or (2) terminate the lease.

Tenant shall have no other maintenance or operating cost obligations related to the Premises. Tenant shall not be obligated to make any repairs to the Premises, including, without limitation, any asphalt repair other than minor patching at the Premises.

(b) Landlord shall be responsible for all other costs and expenses related to the ownership operation of the Premises, including, without limitation real estate taxes and assessments. In no event shall Landlord be required to maintain, repair and/or replace any portions of the Premises, including without limitation, , lighting installation, repair and maintenance, utilities and/or any asphalt repair and repaving, as the Tenant has indicated above it is accepting the Premises in their as-is, where-is condition with all faults.

Section 4.02 INTEREST ON PAST DUE OBLIGATIONS.

Any amount owed by a Party, which is not paid when due shall bear interest at the Lease Interest Rate. The payment of interest on such amounts shall not excuse or cure any default by a Party under this Lease.

ARTICLE 5
USE OF PROPERTY

Section 5.01 PERMITTED USES AND PARKING CHARGES.

Landlord and Tenant acknowledge that Tenant will be operating the Premises solely as a surface parking lot for paid usage. All parking charges and fees shall not be lower than Market Rate. "Market Rate" shall be determined by averaging all public parking rates charged at off-street parking facilities within a two (2) block radius of the Premises; provided, however, that any discounted rates or free parking charged in such area, including, without limitation for any special events, shall not be included in such calculation. Citation fees will be charged according to the fees laid out in the City of Las Vegas Municipal Code. Tenant shall have the right to permit free or discounted parking on the Premises, provided, however, that the calculation of Gross Revenues shall be increased by calculating that such discounted or free parking was at the full Market Rate in determining the Percentage Rent due Landlord.

Section 5.02 MANNER OF USE.

Tenant shall not cause or permit the Premises to be used in any way (i) which constitutes (or would constitute) a violation of any Laws, occupancy certificate, the requirements of any board of fire underwriters or similar body, as any of the same now or in the future may exist, or (ii) which annoys or interferes with the rights of persons operating or residing areas within the vicinity of the Premises, or (iii) which constitutes a nuisance or waste. Tenant, at its sole cost and expense, shall comply with all Laws now in force or which may hereafter be in force regulating the use, occupancy or alterations by Tenant of the Premises.

Section 5.03 LANDLORD'S ACCESS.

Landlord or its agents, employees or contractors may enter the Premises (including any portions of the Premises that have been subleased to subtenants) after twenty-four (24) hours prior written notice to Tenant (for purposes of this Section 5.03, written notice via electronic mail to JoAnn Crolli (jcrolli@lasvegasnevada.gov) and Brandy Stanley (bstanley@lasvegasnevada.gov) shall be sufficient) (except, in the case of emergency no such notice will be required) to examine the Premises, to show the Premises to potential buyers, investors, or other parties or for any other purpose Landlord reasonably deems necessary. In exercising the rights reserved in this Section, Landlord shall use reasonable efforts to minimize disruption of Tenant's business.

ARTICLE 6
CONDITION OF PROPERTY

Section 6.01 ALTERATIONS, ADDITIONS, AND IMPROVEMENTS.

Except as provided in this Lease, Tenant shall not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent.

Section 6.02 CONDITION UPON TERMINATION.

Upon the termination of this Lease, Tenant shall surrender the Premises to Landlord with the exception of any parking meters and signage installed by Tenant, in the same condition as received except for ordinary wear and tear, which Tenant was not otherwise obligated to remedy under any provision of this Lease.

ARTICLE 7
TENANT LIABILITY

Section 7.01 TENANT LIABILITY.

Tenant hereby indemnifies and agrees to hold Landlord, and its successors and assigns, harmless from and against all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) that are caused by and/or result from and/or are associated with Tenant, Tenant's agents and/or employees, this Lease and/or Tenant's use of the Premises (collectively, "Claims"). Tenant hereby agrees (i) that it will neither hold nor attempt to hold Landlord or its respective agents liable for any and all Claims incurred in connection with or arising from the lawful and contracted use of the Premises as provided herein and (ii) that it hereby releases Landlord from any and all claims and causes of action of Tenant in connection with any Claims. Tenant advises that it is not required to provide insurance for its use of the Premises, and that Tenant is self-insured, subject to limitations under Chapter 41 of the Nevada Revised Statutes. Prior to the Effective Date, Tenant shall provide to Landlord documentation establishing its self-insured status.

Section 7.02 LANDLORD EXCULPATION.

Landlord's obligations and liabilities to Tenant with respect to this Lease shall be limited solely and exclusively to Landlord's interest in the Premises, and neither Landlord nor any of the members of Landlord (solely in their capacity as members of Landlord), nor any officer, director, shareholder, partner or member of either Landlord or any member of Landlord, shall have any liability to Tenant or to others with respect to this Lease except for gross negligence or deliberate wrongful acts or omissions. If Landlord, or its assigns, sells, exchanges or otherwise transfers all of its right, title and interest in and to the Leased Premises, then, and in such event, Landlord shall be relieved of all further obligations hereunder and Tenant shall look solely to the new Landlord or assignee. Tenant hereby waives and releases any and all such personal liability and recourse. The limitations of liability provided in this Article 7 are in addition to, and not in limitation of, any limitation on liability applicable to Landlord provided by law.

ARTICLE 8
CONDEMNATION

Section 8.01 CONDEMNATION.

If the whole or substantially the whole of the Premises shall be taken for any public or quasi-public use, by right of eminent domain or otherwise or shall be sold in lieu of condemnation, then this Lease shall terminate as of the date when physical possession of the Premises is taken by the condemning authority. If less than the whole or substantially the whole of the Premises is thus taken or sold, Landlord (whether or not the Premises are affected thereby) may terminate this Lease by giving written notice thereof to Tenant; in which event this Lease shall terminate as of the date when physical possession of such portion of the Premises is taken by the condemning authority. All amounts awarded upon a taking of any part or all of the Premises shall be paid to Landlord.

ARTICLE 9
ASSIGNMENT AND SUBLETTING

Section 9.01 LANDLORD'S CONSENT REQUIRED.

No portion of the Premises or of Tenant's interest in this Lease may be acquired by any other person or entity, whether by assignment, mortgage, sublease, license, transfer, operation of law, or act of Tenant, without Landlord's prior written consent.

Section 9.02 NO RELEASE OF TENANT.

No transfer consented to by Landlord, including, without limitation, any approved sublease, shall release Tenant or change Tenant's primary liability to pay the rent and to perform all other obligations of Tenant under this Lease. Upon the occurrence of any default under this Lease, Landlord may proceed directly against Tenant without the necessity of exhausting any remedies against any subtenant or assignee. Upon termination of this Lease, any permitted subtenant shall, at Landlord's option, attorn to Landlord and shall pay all Rent directly to Landlord. Landlord's acceptance of Rent from any other person shall not constitute a waiver of any provision of this Article Nine. Consent to one transfer shall not constitute a consent to any subsequent transfer. Landlord may consent to subsequent assignments or modifications of this Lease by Tenant's transferee, without notifying Tenant or obtaining its consent. Such action shall not relieve Tenant of its liability under this Lease.

ARTICLE 10
DEFAULTS; REMEDIES

Section 10.01 COVENANTS AND CONDITIONS.

Tenant's performance of each of Tenant's obligations under this Lease is a condition as well as a covenant. Tenant's right to continue in possession of the Premises is conditioned upon such performance. Time is of the essence in the performance of all covenants and conditions of the Parties.

Section 10.02 DEFAULTS.

(a) Landlord and Tenant agree that Tenant shall be in material default under this Lease:

(i) If Tenant abandons, vacates or fails to operate the Premises for thirty (30) consecutive days;

(ii) If Tenant fails to pay any rent required to be paid by Tenant, as and when due and such failure continues for ten (10) days after written notice by Landlord;

(iii) If Tenant fails to perform any of Tenant's nonmonetary obligations under this Lease after ten (10) days written notice from Landlord; or

(iv) (A) If Tenant makes a general assignment or general arrangement for the benefit of creditors; (B) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Tenant and is not dismissed within thirty (30) days; (C) if a trustee or receiver is appointed to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease and possession is not restored to Tenant within thirty (30) days; or (D) if substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (iv) is not a default under this Lease, and a trustee is appointed to take possession (or if Tenant remains a debtor in possession) and such trustee or Tenant transfers Tenant's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Tenant hereunder.

(b) Landlord and Tenant agree that Landlord shall be in material default of the Lease

(i) If Landlord fails to pay any amounts required to be paid by Landlord, as and when due and such failure continues for ten (10) days after written notice by Tenant;

(ii) If Landlord fails to perform any of Landlord's nonmonetary obligations under this Lease after thirty (30) days written notice from Tenant; or

(iii) (A) If Landlord makes a general assignment or general arrangement for the benefit of creditors; (B) if a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by or against Landlord and is not dismissed within thirty (30) days; (C) if a trustee or receiver is appointed to take possession of substantially all of Landlord’s assets located at the Premises or of Landlord's interest in this Lease and possession is not restored to Landlord within thirty (30) days; or (D) if substantially all of Landlord's assets located at the Premises or of Landlord's interest in this Lease is subjected to attachment, execution or other judicial seizure which is not discharged within thirty (30) days. If a court of competent jurisdiction determines that any of the acts described in this Section (iv) is not a default under this Lease, and a trustee is appointed to take possession (or if Landlord remains a debtor in possession) and such trustee or Landlord transfers Landlord's interest hereunder, then Landlord shall receive, as Additional Rent, the difference between the rent (or any other consideration) paid in connection with such assignment or sublease and the rent payable by Landlord hereunder.

Section 10.03 REMEDIES.

(a) On the occurrence of any default by Tenant, Landlord may, at any time thereafter, with or without notice or demand, in addition to all other remedies available to it at law and in equity:

(i) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, or, if permitted by applicable Law, Landlord shall have the right to effect a lock out of Tenant from the Premises, in which event Tenant hereby releases Landlord from any and all damages including but not limited to damages related to interruption of Tenant's business. In such event, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default,

including without limitation (i) the full amount of any rent which had been earned at the time of the termination and Tenant shall be fully discharged from any additional obligations under this Lease, including any liability for any future rent which would have been payable after such termination; and (ii) any costs or expenses incurred by Landlord in recovering possession of the Premises; and

(ii) In addition Landlord shall have the right (at Landlord's sole discretion) to perform any obligations hereunder required to be performed by Tenant for which Tenant is in default, including, without limitation, the payment of any sums that Tenant is obligated to pay hereunder and the performance of maintenance and repair that Tenant is obligated to perform hereunder. Landlord shall have the right upon ten (10) days prior notice to Tenant (except that no notice shall be required in the case of an emergency), enter the Premises and perform such maintenance or repair on behalf of Tenant. Tenant agrees to reimburse Landlord immediately upon demand for any costs and expenses incurred by Landlord in connection with the performance by Landlord of Tenant's obligations under this Lease.

(b) On the occurrence of any default by Landlord, Tenant may, at any time thereafter, with or without notice or demand, as its sole and exclusive remedies:

(i) Terminate this Lease upon written notice to Landlord, in which case Tenant shall pay to the amount of rent due at the time of such termination of the Lease and Tenant shall be fully discharged from any additional obligations under this Lease. In such event, Tenant shall be entitled to recover from Landlord all damages incurred by Tenant by reason of Landlord's default; and

ARTICLE 11
MISCELLANEOUS PROVISIONS

Section 11.01 NON-DISCRIMINATION.

Tenant promises, and it is a condition to the continuance of this Lease, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, sex, creed, national origin or ancestry in the leasing, subleasing, transferring, occupancy, tenure or use of the Premises or any portion thereof.

Section 11.02 SEVERABILITY.

A determination by a court of competent jurisdiction that any provision of this Lease or any part thereof is illegal or unenforceable shall not cancel or invalidate the remainder of such provision or this Lease, which shall remain in full force and effect.

Section 11.03 INTERPRETATION.

The captions of the Articles and Sections of this Lease are to assist the parties in reading this Lease and are not a part of the terms or provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission.

Section 11.04 INCORPORATION OF PRIOR AGREEMENTS; MODIFICATIONS.

This Lease is the only agreement between the Parties pertaining to the lease of the Premises and no other agreements are effective. All amendments to this Lease shall be in writing and signed by all Parties.

Any other attempted amendment shall be void.

Section 11.05 NOTICES.

All notices required or permitted under this Lease shall be in writing and shall be personally delivered or sent by certified mail, return receipt requested, postage prepaid. Notices to Tenant shall be delivered to Tenant's Address specified in Section 1.01above. Notices to Landlord shall be delivered to Landlord's Mailing Address specified in Section 1.01above. Notices deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) calendar days after it is so deposited. All other notices shall be effective upon delivery or attempted delivery in accordance with this Section 11.05. Either party may change its notice address upon written notice to the other party.

Section 11.06 WAIVERS.

All waivers must be in writing and signed by the waiving party. Landlord's failure to enforce any provision of this Lease or its acceptance of rent shall not be a waiver and shall not prevent Landlord from enforcing that provision or any other provision of this Lease in the future. No statement on a payment check from Tenant or in a letter accompanying a payment check shall be binding on Landlord, and Landlord may, with or without notice to Tenant, negotiate such check without being bound to the conditions of such statement.

Section 11.07 NO RECORDATION.

Tenant shall not record this Lease nor a "short form" memorandum of this Lease.

Section 11.08 BINDING EFFECT; CHOICE OF LAW.

This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligation to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of this Lease. This Lease shall be governed by and construed in accordance with the laws of the State of Nevada.

Section 11.09 JOINT AND SEVERAL LIABILITY.

All parties signing this Lease as Tenant shall be jointly and severally liable for all obligations of Tenant.

Section 11.10 FORCE MAJEURE.

Except as otherwise expressly provided in this Lease to the contrary, each party shall be excused from its duty to perform any covenant or obligation under this Lease, except an obligation to pay any sums of money, in the event but only so long as the performance of any such covenant or obligation is prevented, delayed, retarded or hindered by any of the following: shortages of labor or materials, act of God, fire, earthquake, floods, explosion, action of the elements, war, invasion, terrorism, insurrection, riot, mob violence, sabotage, strikes, lockouts, action of labor unions, condemnation, government moratorium, requisition, or orders of military or naval authorities (other than the lack or inability to procure funds to fulfill its covenants and obligations provided in this Lease).

Section 11.11 EXECUTION OF LEASE.

This Lease may be executed in counterparts, and, when all counterpart documents are executed, the counterparts shall constitute a single binding instrument. The delivery of this Lease by Landlord to Tenant shall not be deemed to be an offer and shall not be binding upon either party until executed and delivered by both parties.

Section 11.12 BROKERS AND LEASING AGENTS.

Landlord represents and warrants to Tenant, and Tenant represents and warrants to Landlord, that no broker, leasing agent or finder has been engaged by it in connection with any of the transactions contemplated by this Lease, or to its knowledge is in any way connected with any of such transactions. In the event of any claims for brokers' or finders' fees or commissions in connection with the negotiation, execution or consummation of this Lease, Tenant shall indemnify, save harmless and defend Landlord from and against such claims if they shall be based upon any statement or representation or agreement made by Tenant, and Landlord shall indemnify, save harmless and defend Tenant if such claims shall be based upon any statement, representation or agreement made by Landlord.

Section 11.13 CONFLICTS OF INTEREST; DISCLOSURE OF PRINCIPALS.

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

(b) Landlord is required to make full disclosure to Tenant of its principals, officers, major stockholders, major partners, joint venture partners, and key managerial employees, and all other material information concerning Landlord. Any significant change in the principals, associates, partners, joint venturers, development manager, and directly-involved managerial employees of Landlord is subject to the approval of Tenant which shall not be withheld or delayed in the commercially reasonable opinion of Tenant. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Landlord warrants that it has disclosed, on the form attached hereto as Exhibit C, all principals, including, partners or members of Landlords well as all persons and entities holding more than 1% interest in Landlord or any principal, partner or member of the same. Throughout the Lease Term, Landlord shall provide written notification of any material change in the above disclosure within fifteen (15) days of any such change.

Section 11.14 WAIVER OF JURY TRIAL.

To the extent such waiver is permitted by law, the parties hereto waive trial by jury in any action or proceeding brought in connection with this Lease.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease in the State of Nevada as of the Execution Date and have initialed or executed all Riders, which are attached to or incorporated by reference in this Lease.

TENANT:

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

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

07/01/21

CAO
CAI
APPROVED

LANDLORD:

1621 S. MAIN STREET LLC, a Nevada limited liability company

By: _____
Jonathan Kermani, Manager

Date: _____

TENANT:

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

By: _____
Carolyn G. Goodman, Mayor

Date: _____

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

_____

LANDLORD:

1621 S. MAIN STREET LLC, a Nevada limited liability company

By: _____
Jonathan Kermani, Manager

Date: 7-2-21

EXHIBIT A
Site Map

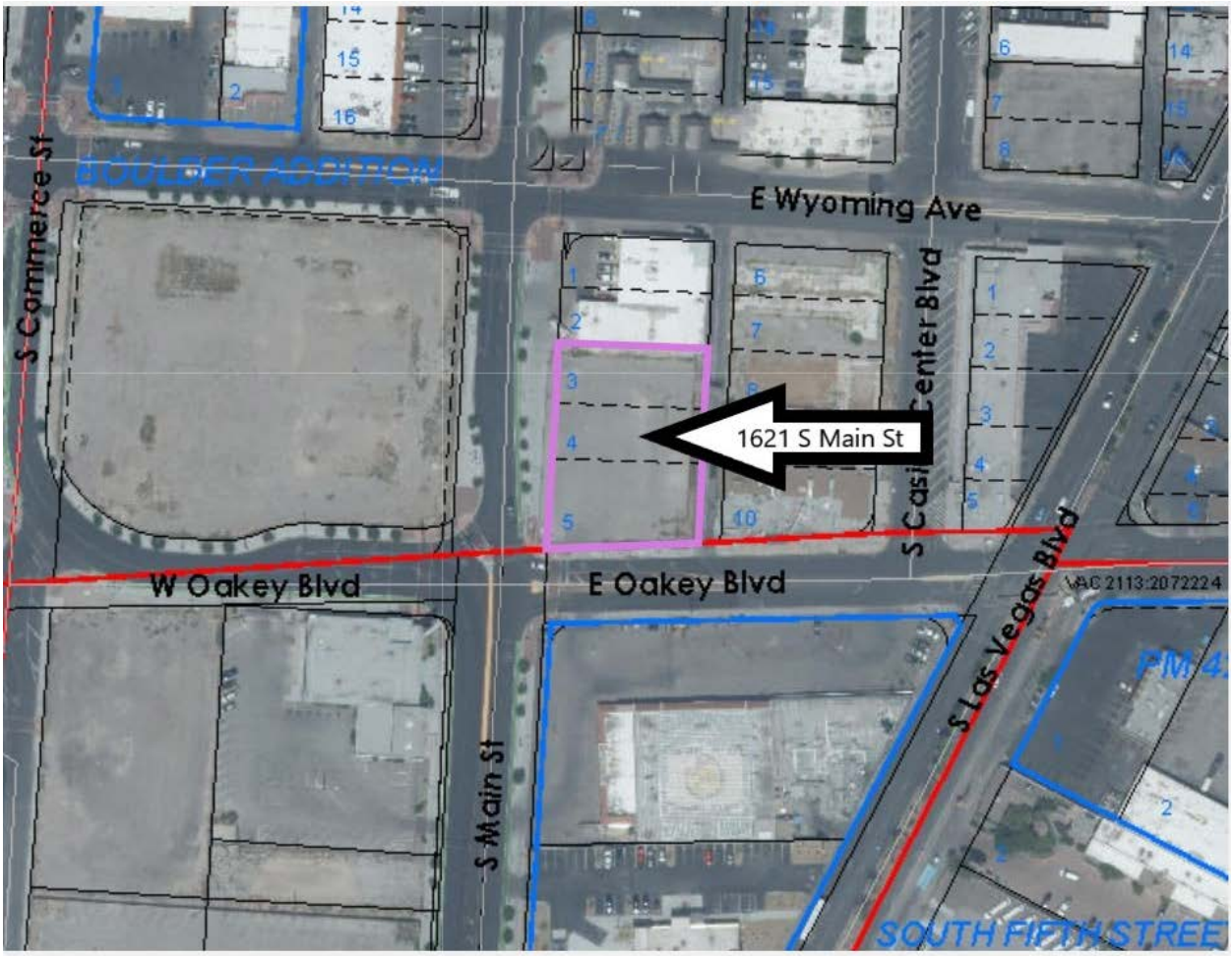


EXHIBIT B
Hypothetical Calculation of Percentage Rent

Main & Oakey Lot

1621 S. Main St

Rent Reconciliation

	July	August	September	October	November	December	January	February	March	April	May	June	Annual Total	Reconciliation
Revenue Summary														
Meter	$ 225.00	$ 325.00	$ 450.00	$ 575.00	$ 725.00	$ 890.00	$ 1,005.00	$ 830.00	$ 1,300.00	$ 1,690.00	$ 1,940.00	$ 1,700.00	$ 11,655.00	$ 11,655.00
Pay by Phone	$ 35.00	$125.00	$100.00	$ 75.00	$ 140.00	$ 200.00	$ 100.00	$ 150.00	$ 200.00	$ 275.00	$ 400.00	$ 475.00	$ 2,275.00	$ 2,275.00
Event	$ -	$ 300.00	$ 300.00	$ 360.00	$ 600.00	$ 600.00	$ 450.00	$ 300.00	$ 500.00	$ 600.00	$ 600.00	$ -	$ 4,610.00	$ 4,610.00
Citation	$ -	$ 100.00	$ 150.00	$ 275.00	$ 200.00	$ 300.00	$ 250.00	$ 275.00	$ 300.00	$ 325.00	$ 475.00	$ 475.00	$ 3,125.00	$ 3,125.00
Monthly	$ -	$ 70.00	$ 105.00	$ 105.00	$ 210.00	$ 280.00	$ 280.00	$ 390.00	$ 280.00	$ 210.00	$ 350.00	$ 420.00	$ 2,700.00	$ 2,700.00
Total Revenues	$ 260.00	$ 920.00	$ 1,105.00	$ 1,390.00	$ 1,875.00	$ 2,270.00	$ 2,085.00	$ 1,945.00	$ 2,580.00	$ 3,100.00	$ 3,765.00	$ 3,070.00	$ 24,365.00	$ 24,365.00
Rent Summary														
Beginning Monthly Threshold	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$ 3,000.00	$ 3,000.00
Revenue Less Monthly Threshold	$ 10.00	$ 670.00	$ 855.00	$ 1,140.00	$ 1,625.00	$ 2,020.00	$ 1,835.00	$ 1,695.00	$ 2,330.00	$ 2,850.00	$ 3,515.00	$ 2,820.00	$ 21,365.00	$ 21,365.00
Percentage Rent Due to Landlord 50%	$ 5.00	$ 335.00	$ 427.50	$ 570.00	$ 812.50	$ 1,010.00	$ 917.50	$ 847.50	$ 1,165.00	$ 1,425.00	$ 1,757.50	$ 1,410.00	$ 10,682.50	$ 10,682.50

Exhibit C

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**
Name 1621 S. Main Street LLC
Telephone 310-876-8461
EIN or DUNS 86-2502440

Block 2 **Description**
Parking Lease Agreement
RFP#

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.	Jonathan Kermani / Manager	1620 S Los Angeles St., Suite C	310-876-8461
2.		Los Angeles, CA 90015	
3.			
4.			
5.			
6.			
7.			

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.

Name _____

Date 7-2-21

Subscribed and sworn to before me this _____day

of _____, 2021

_____
Notary Public

California All-Purpose Certificate of Acknowledgment

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 } s.s.

On July 7, 2021 before me, Margarita V. Gamero,
Name of Notary Public, Title

personally appeared Jonathan Mehoi Kepuani
Name of Signer (1)

Name of Signer (2)

who 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Margarita V. Gamero
Signature of Notary Public

MARGARITA V. GAMERO
Notary Public - California
Los Angeles County
Commission # 2300667
My Comm. Expires Aug 8, 2023
Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

© 2009-2015 Notary Learning Center - All Rights Reserved You can purchase copies of this form from our web site at www.TheNotarysStore.com

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
16

DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Ryan Smith, Acting

SUBJECT:
For possible action to approve a Sixth Amendment to Disposition and Development Agreement (DDA) between the City Parkway V, Inc. (CPV) and Jackson-Shaw Company extending the feasibility review period, close of escrow and replaces Exhibit A - Schedule of Performance for the vacant property generally bounded by South Grand Central Parkway on the west, Robin Leach Lane on the south, Promenade Place on the east and Symphony Park Avenue on the north in Symphony Park (APN 139-33-610-029) - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Sixth Amendment to DDA extends the feasibility review period, close of escrow and replaces Exhibit A - Schedule of Performance regarding the development schedule of the project.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Sixth Amendment to Disposition and Development Agreement
2. Site Map

SIXTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT

THIS SIXTH AMENDMENT TO DISPOSITION AND DEVELOPMENT AGREEMENT (this "Amendment") is entered into as of _____, 2021 by and between the CITY PARKWAY V, INC., a Nevada non-profit company ("CPV"), and JACKSON-SHAW COMPANY, a Texas corporation ("Developer"). CPV and the Developer may be referred to herein individually as a "Party" and together as the "Parties."

WHEREAS:

A. The Parties entered into that certain Disposition and Development Agreement dated February 20, 2019 (the "DDA"), as such has been amended from time to time.

B. Any capitalized terms contained herein that are not defined herein shall have the same meaning as set forth in the DDA.

C. The Parties mutually desire to enter into this Amendment to extend the Close of Escrow, extend the Feasibility Review Period and to substitute a replacement Schedule of Performance.

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained herein, the Parties agree as follow:

1. The Parties hereby agree the first sentence of Section 10.1 is hereby deleted in its entirety and the following substituted:

> "Subject to the terms of this Agreement, the Closing shall occur no later than May 24, 2022 ("*Closing Date*")."

2. Schedule of Performance. The Parties hereby agree that the Exhibit A - Schedule of Performance attached to the Fifth Amendment to the DDA is hereby amended as follows:

   a. Submit for Building Permits. The deadline for Developer to submit applications for all building permits required to commence construction is hereby extended through October 19, 2021.

   b. Financing. The submittal of written and documentary evidence demonstrating firm and binding commitments for equity capital and construction financing is hereby extended to on or before Fourteen (14) days prior to closing, May 10, 2022.

e. Escrow. The Close of Escrow is hereby extended to on or before May 24, 2022.

f. Construction Start Date: The deadline for Developer to Commence construction of the Project is hereby extended to on or before June 1, 2022.

g. Construction Completion Date. The deadline for developer to complete construction of the Project is hereby extended to on or before January 3, 2024.

h. Expiration of Feasability Review Period and Entitlement Process are hereby extended to April 6, 2022.

3. Miscellaneous. Except as provided in this Amendment, the DDA remains in full force and effect. In the event of any conflict between the terms of this Amendment and the DDA this Amendment shall govern and control. This Amendment may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any Party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the Parties, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the Parties have entered into this Amendment as of the date first above written.

CPV	DEVELOPER
CITY PARKWAY V, INC., a Nevada non-profit corporation	Jackson-Shaw Company, a Texas corporation
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Effective Date: _____, 2021

APPROVED AS TO FORM:

6-23-21
Date

SIXTH AMENDMENT TO
JACKSON-SHAW DDA

Council Meeting: 07/21/2021
ITEM #: _____

EXHIBIT "A"
REVISED SCHEDULE OF PERFORMANCE

ACTION	TIMING	DATE
Deposit earnest money with Escrow Agent **Completed**	Within five (5) business days after full execution of DDA	2/28/2019
Open Escrow Account **Completed**	Within five (5) business days after full execution of DDA	2/28/2019
Provide confirmation to CPV of project operating brand – **Completed**		1/31/2020
Submit preliminary exterior architectural rendering including floor plans, basic footprint of internal building layout, to CPV and SP Design Review for approval & Planning to begin entitlement process – **Completed**		1/31/2020
Submit for building permits		10/19/2021
Expiration of Feasibility Review Period And Entitlement Process		4/6/2022
Submit written and documentary evidence demonstrating firm and binding commitments for equity capital and construction financing	No later than Fourteen (14) days prior to closing	5/10/2022
Close of Escrow*	On or before May 24, 2022	5/24/2022
Construction start date	No later than thirty (30) calendar days after permits have been issued by City	6/1/2022
Construction completion	No later than eighteen (18) months after the start of construction with one sixty (60) calendar day extension request allowed *	1/3/2024

Site Map



Economic and Urban Development Department

This information is for display purposes only. No liability is assumed as to the accuracy of the date delineated hereon.

06/21/21

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve award of Amendment No. 2 to Contract No. 180096-JH, Prime Design Services Contract for Grand Teton Drive Overpass, located at Grand Teton Drive and the US-95 along Grand Teton Drive and El Capitan Way on the east to Tee Pee Lane on the west - Department of Public Works - Award recommended to: POGGEMEYER DESIGN GROUP, INC. ($473,195 - Road and Flood Capital Projects Fund) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $473,195
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The contract was approved by City Council on November 1, 2017 to provide services for the construction of a new six-lane overpass bridge structure and approach roadway at Grand Teton Drive and US-95. Amendment No. 1 was a no-cost adjustment approved on June 22, 2020 by the Purchasing Manager, to reallocate funding on individual tasks and revise submittals for the Nevada Department of Transportation for permitting purposes. Amendment No. 2 will incorporate plan revisions due to adjacent development, National Environmental Policy Act (NEPA) clearance for added federal construction funding, and construction administration services. This amendment increases the contract amount by $473,195 from $744,358 to $1,217,553. Poggemeyer Design Group, Inc. is located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R- 20-2017.

BACKUP DOCUMENTATION:
1. Amendment No. 2 to Contract No. 180096-JH
2. Certificate - Disclosure of Ownership and Principals

AMENDMENT NO. 02

180096-JH GRAND TETON DRIVE OVERPASS

THIS AMENDMENT NO. 02 is made and entered into this _____ day of _____, 2021, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and Poggemeyer Design Group a Corporation (hereinafter the "Company") having its principal office located at 6960 Smoke Ranch Road, Suite 110, Las Vegas, Nevada 89128.

WHEREAS, the City and the Company have entered into that certain 180096-JH Grand Teton Drive Overpass, Contract dated November 06, 2017 (the "Contract"); and

WHEREAS, the City and the Company have entered into that certain Amendment No. 01, dated June 22, 2020; and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to incorporate plan revisions due to adjacent development, NEPA clearance for added federal construction funding, and construction services

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Contract:

1. See attached Exhibit A-2, Scope of Services

2. All submittal requirements are outlined in Exhibit A-2 Scope of Services

3. See attached Exhibit C-2 Performance Schedule, for additional contract calendar days

4. Exhibit "D" is hereby amended to increase the total compensation of the entire Agreement referenced herein by $473,195.00 from $744,358.00 to $1,217,553.00.

5. Exhibit "D-2" Basic Services Fee Breakdown is hereby amended to increase the basic services of the entire Agreement referenced herein by $342,255.00 from $623,890.00 to $966,145.00

6. Exhibit "E-2" Additional Services Fee Breakdown is hereby amended to increase the additional sevices compensation of the entire Agreement referenced herein by $130,940.00 from $120,468.00 to $251,408.00

7. See updated attached Exhibit F-2, Key Personnel List

8. See updated attached Exhibit G-2, Certificate - Disclosure of Ownership/Principals

9. The Parties represent and acknowledge that as of the date of this Amendment No. 2 neither party (i) is in default under the terms of the Contact; (ii) has any defense, set off, or counterclaim to the enforcement by either party of the terms of the contract; and (iii) is aware of any action or inaction by either party that would constitute a default by either party under the Contract.

10. In the event of a conflict between any provision(s) of the Contract, Amendment No.1 and of this Amendment No. 2, this Amendment No. 2 shall control.

11. In all other respects, the Contract is hereby ratified and confirmed, in full.

12. Counterparts. This Amendment No. 2 may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 2 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Tonya Kemble, Manager, Purchasing & Contracts

Poggemeyer Design Group

Larry V. Carroll, P.E. 4/27/2021 Date

ATTEST:

LUANN D. HOLMES, MMC Date

City Clerk

APPROVED AS TO FORM: John S. Ridilla
Deputy City Attorney

John S. Ridilla 4/22/21

Deputy City Attorney Date

CONTRACT AMENDMENT NO. 02

EXHIBIT A-2 SCOPE OF SERVICES

180096-JH GRAND TETON DRIVE OVERPASS

BACKGROUND

On November 06, 2017, Poggemeyer Design Group (PDG) entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services for the Grand Teton Drive Overpass project. A detailed scope of services for the project is included in the Prime Design Services Agreement.

The scope of services to be provided under the terms of this Contract Modification consist of the addition of plan revisions to incorporate improvements to be constructed along the south east corner of Tee Pee and Grand Teton, preparation of Environmental Study (NEPA), and Construction Administration.

105.2R.1 TEE PEE DEVELOPMENT PLAN REVISIONS

Revisions to Grand Teton Construction plans for the development at the Southeast corner of Tee Pee Ln and Grand Teton Drive are to include:

105.2R.1.1 Update Plan Sheets

- Consultant will update plan sheets to incorporate the developers design, 14 sheets

105.2R.1.2 City Review/Coordination

- City Review and coordination with developer

105.2R.1.3 Update Construction Cost Estimate

- Consultant will update quantities based on plan revisions in task 105.2R.1.1

105.2R.1.4 Update Specifications

- Consultant will update specifications based on plan revisions in task 105.2R.1.1

105.2R.1.5 Utility Coordination

- Consultant will submit updated plan sheets to utility companies and acquire signatures

105.2R.1.6 Revise Electrical Design

- Consultant will update the electrical calculations for the electrical runs, and panels.
- Amperage usage, panel circuits, and available amperage and circuits will all need to be revised.

105.2R.2 ENVIRONMENTAL STUDY

The Environmental Study will include qualitative, and where appropriate, quantitative evaluations of potential effects of the Project on nearby human receptors, natural resources, cultural resources, land uses and values. Our Environmental Study will adhere to the Council on Environmental Quality's (CEQ) September 2020 modifications to NEPA, which among other things, require that effects analyses be limited to those that have a reasonably close causal relationship to the proposed action or alternatives. Our Environmental Study will also be prepared in the format of an Environmental Assessment (EA) (using NDOT's recent Tropicana I-15 EA as a template), with the understanding that NDOT hopes to process this project as a Categorical Exclusion. All reports will be submitted electronically (no hard copies required).

105.2R.2.1 Project Overview and Alternatives

Project Background – This section of the Project Overview will include the history of the project and current status. It will explain both the City of Las Vegas (CLV) ownership of the project, and Nevada Department of Transportation (NDOT) and the Federal

Highway Administration (FHA) involvement as federal agencies (or federal agency liaison in the case of NDOT) responsible for compliance under the National Environmental Policy Act (NEPA).

Purpose and Need (P&N) – The P&N will document the CLV P&N for the project and NDOT's P&N for the environmental study. The P&N statements will set the stage for the alternatives analyzed.

Public Contribution to the Purpose and Need – This section of the Project Overview will incorporate applicable comments from the public that contributed to the P&N and subsequent Alternatives.

Project Cost – This section of the Project Overview will provide a breakdown of project related costs.

The Alternatives section of the Environmental Study will include a detailed description of the following:

- Alternative Development and Evaluation Process
- No Build Alternative
- Preferred Alternative/Proposed Action
- How the Preferred Alternative meets the Purpose and Need for the Project.

It is assumed that there are no additional "action" alternatives, other than the Proposed Action.

105.2R.2.2 Air Quality

Transportation plans and programs in non-attainment areas, such as Clark County, are subject to a process known as air quality conformity. The Environmental Study will include a qualitative evaluation of air quality impacts leveraging existing quantitative studies and models. The analysis will tier and refer to the 2020 Emissions Inventory and dispersion modeling completed by Clark County's Air Quality Planning Section, which was used to determine is this project (among many others) is in conformity for ozone, Particulate Matter $(PM)_{10}$ and carbon dioxide, and evaluate the overall air quality impacts of the project.

The Grand Teton overpass project is expected to have positive impacts on emissions by improving east-west traffic flow across US 95, reducing idling vehicles at intersections while navigating around the existing lack of access across US 95 along Grand Teton Drive, and reducing miles traveled by providing direct access across US 95 from Grand Teton Drive, and is not recognized as a Project of Air Quality of Concern by the County. As such, the air quality analysis will be limited to a short summary of the existing modeling results and reference to the beneficial impacts of the study.

Air Quality Assumptions:

- No emissions inventory or dispersion modeling is included in our scope or fees. If an emissions inventory and/or dispersion modeling is determined necessary by NDOT, FHWA, or public comment, it shall be an additional service to be authorized by the City.

105.2R.2.3 Noise and Vibration

Coordinate with Regional Transportation Commission of Southern Nevada (RTCSNV) to utilize the regional travel-demand TransCAD model output for traffic volumes to be used for Noise Analysis. The 2020, 2040 No-Action and 2040 Build Models will be requested from RTC. The AM and PM peak period data for each segment and each direction from the TransCAD models will be extracted. The roadways include Grand Teton Drive, W Frontage Road, Sky Point Drive and US 95. We will utilize the AM and PM peak-hour volumes for all of the above roadways in Noise Analysis. The truck percent will be calculated from the latest NDOT Annual Traffic Report. All the assumptions for the traffic data will be documented in the Noise Analysis Report.

Noise measurements will be conducted at four locations for 24 hours. Measurement sites will be at the backyard of houses facing Grand Teton Dr but located at least 500 feet from US95 R/W line. Traffic volumes on US95 and Grand Teton Dr will be recoded for 20 minutes during each of the measurements for the model verification.

The following cases will be modeled and analyzed:

1. Existing case with and without property walls
2. Future no build case with and without property walls
3. Future design case with and without property walls

Traffic noise impact analysis will be conducted in accordance with NDOT requirements. Possible noise abatement measures will be recommended for the impacted areas. Most likely, short sound walls would be required at the edge of the structure. The feasibility and reasonableness analysis will be completed for noise barriers in accordance with NDOT requirements. Construction noise and vibration analysis will be conducted for various phases. A draft and final noise technical report will be prepared and submitted to CLV and NDOT.

As an additional service to be authorized by the City, if traffic impacts are identified and abatement measures are recommended, then there will be a need to obtain the opinion of the benefited residences. All the benefited residences will receive ballots via U.S. certified mail which will explain the proposed abatement measures and will ask them to vote on installing or not installing the proposed abatement measure.

- It is estimated that at the most 80 houses need to be contacted as they may be benefited (number may be less). If a ballot is not received from a benefitted receptor after 30 calendar days from mailing, a second ballot will be sent under the same conditions. If no response is received or the U.S. Postal Service could not deliver a ballot and it is returned, it will be noted in the administrative record and further attempts will not be made.

105.2R.2.4 Land Use and Socioeconomic Conditions

The Land Use and Socioeconomic Conditions analyses for the Environmental Study document will include the following:

- Qualitative and as applicable, quantitative assessment of change in traffic patterns.
- Assessment of causal relationships between changes in traffic circulation and effects on businesses or residents.
- Assessment of development patterns.
- Assessment of direct land use impacts to trails, and determination of whether or not those impacts are subject to Section 4(f), if an exemption applies, and if formal documentation is needed.
- Preparation of an Environmental Justice analysis

The Land Use analysis will rely on existing traffic forecasts. Traffic modeling is not included in the scope of work.

105.2R.2.5 Areas of No Effect / Dismissed from Analysis

This section of the Environmental Study will identify any resources dismissed from analysis such as floodplains, energy resources and minerals, biological resources, hazardous materials, etc. Any resource dismissed from analysis will include a brief description as to why the resource does not occur within the project, is mitigated to the point where no effects are anticipated, and/or does not have a reasonably close causal relationship to the Proposed Action or alternatives. For mitigated effects, a description of the relevant mitigation measures will be identified.

105.2R.2.6 Water Resources

The Environmental Study will include a brief, quantitative analysis of potential effects on water resources. Surface waters in the project area are limited to ephemeral drainages, which at this time are not protected as Waters of the US and therefore, do not require permitting for proposed surface disturbance or alteration. The primary water resources concern of the Grand Teton Overpass project is the potential for stormwater runoff, which will be mitigated with implementation of stormwater Best Management Practices (BMPs). The analysis will identify potential areas of concern for stormwater runoff and refer to either the City of Las Vegas' existing stormwater management plan, or a project-specific stormwater management plan to be prepared for the Overpass. Any existing stormwater management plans for the Project or otherwise applicable will be provided by CLV to Kleinfelder.

105.2R.2.7 Cultural Resources

Establish Area of Potential Effect (APE)

Coordinate with the NDOT, FHWA, SHPO, client, engineering, and Project Manager (PM) to, as feasible, determine the maximum area of ground disturbance proposed by the project and to delineate the total project boundaries and APE.

If additional field work is required it shall be an additional service to be authorized by the City.

Cultural Resources Literature Review and Background Research

A Class I literature review of the APE and surrounding 1-mile radius through the Nevada Cultural Resources Information System (NVCRIS), which is an online repository of online data regarding previous cultural resources studies and resources. Copies of all previous findings and studies within the APE and surrounding 1-mile search radius will be reviewed and those resources that occur within the APE will be included in a confidential appendix to the final memorandum report. The estimated cost for the NVCRIS is $350.00 to access the online database, complete the search and retrieve copies of the record search information.

Additional sources of information to review may include (but is not limited to) Certified Local Government annual reports and other data; Nevada Preservation Foundation; Western Nevada Agency of Indian Affairs; Historic American Buildings Survey/Historic American Engineering Records (HABS/HAER); the National Register Information System, the online database for National Register sites; Nevada State Library and Archives; Government Land Office Plat Maps; Sanborn Fire Insurance Maps and local historical societies, and museums to identify significant cultural resources listed by ordinance or regarded as significant by these institutions and located within the APE. To the extent feasible, relevant information from the previous 2007 cultural resources study will be included for background and reference purposes.

Cultural Resources Pedestrian Survey

After the NVCRIS results are received, Kleinfelder will mobilize and conduct the pedestrian survey (aka field survey) to assess for the presence of any archaeological resources within the APE. The survey will be conducted in accordance with Secretary of the Interior's Standards and Guidelines for Archaeological and Historic Preservation (48 FR 44716, Sept. 29, 1983). Given the overall location of the project area it is assumed that no resources will be identified within or near the APE. The intensive survey will include a systematic "walkover" in no greater than 10-meter-wide transects to inspect the surface of the survey area for cultural resources. The survey personnel will be equipped with a sub-meter accurate global positioning system (GPS) unit loaded with Project alignments and other pertinent data layers to be used for navigation, survey documentation, and to record cultural resources within the APE.

In the event of cultural resources are discovered during the survey, as an additional service to be authorized by the City, the resource will require documentation on the appropriate NDOT preferred archaeological site forms (ex. IMACS).

Class III Inventory Report

Within approximately 12 business days after completion of the Cultural Resources Literature Review and Pedestrian Survey, Kleinfelder archaeologist will draft a Class III Inventory report in accordance with NDOT guidelines. In the event of findings, the report will also include a list of previous and newly recorded resources and National Register of Historic Places (NRHP) status within the APE. Given the urban area and overall disturbance the APE is assumed to have negative results. Should there be resources present within the APE a revised scope and cost may be required to include the results and management recommendations. Up to one round of review from the client (2 hours) and NDOT (up to 6 hours) have been included in this estimate to finalize the document. This task includes time for technical staff, GIS, senior peer review, QA/QC, and technical editor.

Cultural Resources Assumptions:

- If any changes to the project boundary or APE after completion of the literature review requiring an additional search, it shall be an additional service to be authorized by the City.
- Kleinfelder expects the NVCRIS will result in no previous resources within the APE and one previous report to overlap with a portion of the APE. In the surrounding 1-mile radius it is assumed up to 3 previous resources and 5 previous studies will be identified in the literature review.
- Cultural report will be submitted electronically (no hard copies required)
- Does not include cost associated with cultural resources testing, research, field visits, data recovery, analysis, laboratory processing, or curation of archaeological findings.
- This scope and budget do not include any agency coordination, except NDOT. Up to 6 hours for agency coordination has been included.
- Kleinfelder will incorporate client comments (up to 2 hours), and agency comments (up to 6 hours) into the final report.
- Assume no architectural history or indirect effects assessment will be required, should this be needed a revised scope and cost may be needed.
    - If any of the above are required and/or change, they shall be an additional service to be authorized by the City.

105.2R.2.8 Visual Resources

The visual resource analysis of the Environmental Study will focus on evaluating and describing whether or not the type and extent of lighting is changing along the corridor, and the potential for overpass lighting to cause glare and light trespass issues for nearby residences. The visual analysis will also evaluate the overall visual intrusion of the overpass itself on nearby residences. Clark County Code requires that all light sources shall be shielded and directed downward at all times to prevent adverse impacts to adjacent residential uses or zoning districts. For lighting impacts that cannot be avoided through engineering design, mitigation measures will be developed as appropriate using the FHWA's Guidelines for the Visual Impact Assessment of Highway Projects.

Visual Resource Assumptions:

- If formal visual simulations for lighting or other visual impacts are required, it shall be an additional service to be authorized by the City.

105.2R.2.9 Hazardous Materials and Social Considerations

This section of the Environmental Study will include a brief description of the low probability of encountering hazardous materials in the Project Area, and mitigation measures in the event hazardous materials are encountered. The Social Considerations section will include a qualitative analysis of the potential social impacts of the project including but not limited to addressing comments received from the public.

105.2R.2.10 QA/QC, Environmental Study Document Compilation, Meetings, and Project Management

This task includes scope and costs for a number of project management responsibilities including:

- review of and incorporation of the subconsultant's analyses of noise, traffic and socioeconomics into the master Environmental Study;
- independent technical review (ITR) of each resource analysis by a qualified Kleinfelder ITR;
- compilation and formatting of the Environmental Study;
- meetings with CLV and NDOT; and
- project reporting and invoicing.
    - For project reporting, Kleinfelder intends to provide both CLV and NDOT with a bi-weekly update on our status with the Environmental Study.

105.2.R.2.11 Agency Coordination & Public Involvement

As an additional service to be authorized by the City, Consultant will attend one virtual, public meeting held in advance of the Environmental Study completion. If an additional virtual, public meeting is required after the Environmental Study has been released to the public for review, or as determined appropriate by NDOT, it shall be an additional service to be authorized by the City. Substantive comments from the public meetings will be factored into the Environmental Study as appropriate.

Public Involvement Assumptions

- If there are substantive public comments that result in out of scope or additional tasks not reflected in this proposal, they shall be an additional service to be authorized by the City.

107.2R Construction Administration

Construction administration services are to include:

107.2R.1 Pre-Construction Meeting

- Attend the pre-construction meeting.

107.2R.2 Submittal Review

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

107.2R.3 Construction Support Services

- Project Site Visits to examine construction work.
- Respond to Contractor's Request for Information (RFI).
- Additional Design as needed to address RFIs.
- Assist with the processing of construction change orders.
- Attend final walk-through.
- Assist with the punch list preparation.

Additional Services

The following tasks if required shall be additional service to be authorized by the City:

NDOT Coordination & Design Changes from NEPA Studies

PDG anticipates the possibility of additional sound walls along US 95 and or Grand Teton Dr. Additional sound wall installation, length, and height will be determined from the Sound Study provided with the NEPA Documents. There is currently 1 existing sound wall on the Southeast side of the Overpass. It is anticipated walls will need to be installed on the Northwest and Southwest sides of the overpass. Currently there are 6'-8' privacy walls that may not provide adequate noise cancelling. There are no sound walls along the West side of US 95 within 500' of the overpass. The following tasks are included and not limited to:

- Sound Wall design
- Foundation design
- Drainage revisions
- Additional survey
- Soil borings
- Wall aesthetics
- Revisions to plans
- Coordinate with NDOT on necessary design changes
- Create plan sheets for sound walls

Environmental Study

The full scope of NEPA analyses is often difficult to predict due to the direct involvement of agency stakeholders and the public, both of which can influence the types or level of impact analysis required. The assumptions listed under the Air Quality, Cultural Resources, Visual Resources, and Public Involvement sub-tasks within our Contract Amendment speak to additional scope that could be required based on feedback from the agencies, results of field-based cultural surveys, input from the public, and a decision from NDOT on the type of NEPA document the Environmental Study will be used for. A brief description of these unlikely but potential additional services is listed below, and costs for these additional services to be authorized by the City are included in Exhibit E-2.

- **Air Quality Emissions Inventory and Dispersion Modeling**– A new Emissions Inventory and dispersion modeling of the project's potential impacts on ambient air quality could potentially be required if NDOT and the Air Quality Working Group determine that Clark County's existing Emissions Inventory and dispersion modeling are not sufficient for the project. Additional Services includes cost to complete an Emissions Inventory of modified traffic conditions and dispersion modeling of criteria and hazardous air pollutants.
- **Cultural Resource Field Discovery Documentation, SHPO Coordination, and Architectural History or Indirect Effects Determination** – In the event cultural resources are discovered during the field survey, the resources will require documentation on the appropriate NDOT preferred archaeological site forms (ex. IMACS); coordination with the SHPO; and potentially an architectural history or indirect effects assessment. Additional services assumes that field surveys could identify two to three isolated finds that require this additional scope.
- **Viewshed Simulations** – Viewshed analyses may be required as a result of public comments. Additional Services includes costs for four, one-directional GIS-based viewshed simulations of the proposed overpass.
- **Agency Coordination and Public Involvement** – If NDOT determines that an EA is required, there will be one virtual, formal public meeting required after development of the EA.

EXHIBIT C-2
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
Enviromental Study / Tee Pee Changes	180	Includes: 60 day noise study, 30 day, 2 week internal NDOT review
Construction Admin	420	
TOTAL CALENDAR DAYS TO COMPLETE:	**600**	

EXHIBIT D-2: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Director	Project Manager	Senior Engineer	Project Engineer	Engineering Intern	Project Coordinator	Senior Principal Professional	Project Professional	Staff Professional I	Professional	Project Administrator	Hours Subtotal	Direct Expenses	Task Amounts
	Direct Salary	$224	$202	$186	$167	$135	$100	$200	$155	$135	$107	$88			
105.2R.1	TEE PEE PLAN REVISIONS														
105.2R.1.1	Update Plan Sheets	0	10	0	20	80	0	0	0	0	0	0	110	$ -	$ 16,160.00
105.2R.1.2	Cy Review/Coordination	0	5	0	25	35	0	0	0	0	0	0	65	$ -	$ 9,910.00
105.2R.1.3	Update Construction Cost Estimate	0	2	0	5	20	5	0	0	0	0	0	32	$ -	$ 4,439.00
105.2R.1.4	Update Specifications	0	0	0	6	0	0	0	0	0	0	0	6	$ -	$ 1,002.00
105.2R.1.5	Utility Coordination	0	0	0	10	30	0	0	0	0	0	0	40	$ -	$ 5,720.00
105.2R.1.6	Revise Electrical Design	0	1	0	10	10	0	0	0	0	0	0	21	$ -	$ 3,222.00
105.2R.1	**Subtotal Hours**	**0**	**18**	**0**	**76**	**175**	**5**	**0**	**0**	**0**	**0**	**0**	274		
105.2R.1	**Subtotal Fee**	$ -	$ 3,636.00	$ -	$ 12,692.00	$ 23,625.00	$ 500.00	$ -	$ -	$ -	$ -	$ -		$ -	$ 40,453.00
105.2R.2	ENVIRONMENTAL STUDY														
105.2R.2.1	Project Overview and Alternatives	0	0	0	0	0	0	8	28	0	40	0	76	$ -	$ 10,220.00
105.2R.2.2	Air Quality	0	0	0	0	0	0	32	16	48	0	0	96	$ -	$ 15,360.00
105.2R.2.3	Noise and Vibration	0	0	0	0	0	0	0	0	0	0	0	0	$ 55,000.00	$ 55,000.00
105.2R.2.4	Land Use and Socioeconomics	0	0	0	0	0	0	0	0	0	0	0	0	$ 33,000.00	$ 33,000.00
105.2R.2.5	Areas of No Effect / Dismissed from Analysis	0	0	0	0	0	0	2	4	10	0	0	16	$ -	$ 2,370.00
105.2R.2.6	Water Resources	0	0	0	0	0	0	2	4	0	20	0	26	$ -	$ 3,160.00
105.2R.2.7	Cultural Resources	0	0	0	0	0	0	8	50	50	0		108	$ 350.00	$ 16,450.00
105.2R.2.8	Visual Resources	0	0	0	0	0	0	4	8	0	30	0	42	$ -	$ 5,250.00
105.2R.2.9	Hazardous Materials & Social Considerations	0	0	0	0	0	0	2	4	0	24	0	30	$ -	$ 3,588.00
105.2R.2.10	QA/QC, Environmental Study Document Compilation, Mtgs and Project Management	0	0	0	0	0	0	124	188	16	40	20	388	$ -	$ 59,040.00
105.2R.2.11	Public Involvement	0	0	0	0	0	0	4	8	0	0	0	12	$ -	$ 2,040.00
105.2R.2	**Subtotal Hours**	**0**	**0**	**0**	**0**	**0**	**0**	186	290	124	154	20	774		
105.2R.2	**Subtotal Fee**	$ -	$ -	$ -	$ -	$ -	$ -	$ 37,200.00	$ 44,950.00	$ 16,740.00	$ 16,478.00	$ 1,760.00		$ 88,350.00	$ 205,478.00
107.2R	CONSTRUCTION ADMINISTRATION														
107.2R.1	Pre-Construction Meeting	0	3	3	0	0	0	0	0	0	0	0	6	$ -	$ 1,164.00
107.2R.2	Submittal Review	0	40	0	160	0	20	0	0	0	0	0	220	$ -	$ 36,800.00
107.2R.3	Construction Support Services	0	76	178	0	60	18	0	0	0	0	0	332	$ -	$ 58,360.00
107.2R	**Subtotal Hours**	**0**	119	181	160	60	38	**0**	**0**	**0**	**0**	**0**	558		
107.2R	**Subtotal Fee**	$ -	$ 24,038.00	$ 33,666.00	$ 26,720.00	$ 8,100.00	$ 3,800.00	$ -	$ -	$ -	$ -	$ -		$ -	$ 96,324.00
	Total Basic Services Hours	**0**	137	181	236	235	43	186	290	124	154	20	1,606		
	Total Basic Services Fee	$ -	$ 27,674.00	$ 33,666.00	$ 39,412.00	$ 31,725.00	$ 4,300.00	$ 37,200.00	$ 44,950.00	$ 16,740.00	$ 16,478.00	$ 1,760.00		$ 88,350.00	$ 342,255.00

EXHIBIT E-2: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Project Manager	Senior Engineer	Project Engineer	Engineering Intern	Senior Principal Professional	Project Professional	Staff Professional I	Professional	HOURS SUBTOTAL	Direct Expenses	Task Amounts
		$202	$186	$167	$135	$200	$155	$135	$107			
	ADDITIONAL SERVICES											
	NDOT Coordination & Design Changes	70	20	100	200	0	0	0	0	390	$ -	$ 61,560.00
	Air Quality Emissions Inventory and Dispersion Modeling	0	0	0	0	24	50	50	60	184	$ -	$ 26,720.00
	Cultural Resource Field Discovery Documentation, SHPO Coordination, and Architectural History or Indirect Effects Determination	0	0	0	0	20	40	40	0	100	$ -	$ 16,600.00
	Viewshed Simulations	0	0	0	0	4	40	40	0	84	$ -	$ 12,400.00
	Agency Coordination & Public Involvement	0	0	0	0	2	20	16	0	38	$ -	$ 6,660.00
	Determining Public Opinion - Noise Study	0	0	0	0	0	0	0	0	0	$ 10,000.00	$ 10,000.00
	Total Additional Services - Hours	70	20	100	200	50	150	146	60	796		
	Total Additional Services - Fee	$ 14,140.00	$ 3,720.00	$ 16,700.00	$ 27,000.00	$ 10,000.00	$ 23,250.00	$ 19,710.00	$ 6,420.00		$ 10,000.00	$ 130,940.00

EXHIBIT E-2
COMPENSATION

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	**MAXIMUM HOURLY RATE**
Project Director	$224
Project Manager	$202
Senior Engineer	$186
Project Engineer	$167
Engineering Intern	$135
Project Coordinator	$100
Senior Principal Professional	$200
Project Professional	$155
Staff Professional I	$135
Professional	$107
Project Administrator	$88
Registered Surveyor	$168
Survey Crew	$224

EXHIBIT F-2

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Randy McConnell, PE

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: Robert Desmond, P.E.

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Larry V. Carroll, PE

601.1.3 PROJECT MANAGER: Robert Desmond, P.E.

601.1.4 RESPONSIBLE IN CHARGE PERSON
List name of individual Engineer as licensed: Robert Desmond, P.E.; Steve Renck, P.E., S.E.

601.1.5 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Engineer license number: Robert Desmond-025595; Steve Renck-006714

ARTICLE 602: CONSULTANT'S SUBCONSULTANTS

602.1 The following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

602.1.1 AERIAL MAPPING: Aerotech Mapping, Inc.

602.1.2 ELECTRICAL ENGINEER: TJK Consulting Engineers, Inc.

602.1.3 GEOTECHNICAL ENGINEER: Terracon

602.1.4 POTHOLING: KCI Technologies, Inc.

END OF EXHIBIT "F"

EXHIBIT G-2

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: Poggemeyer Design Group, Inc.	**Services for:** 180096-JH
Address: 6960 Smoke Ranch Road Las Vegas, Nevada 89128	
Telephone: 702-255-8100	**Project Number:** 180096-JH
EIN or DUNS : 34-1056617	

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.	Kleinfelder, Inc	550 West C Street, Ste. 1200, San Diego, CA 92101	619-831-4600
2.			
3.			
4.			
5.			

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.

Larry V. Carroll, P.E.
Name

Larry V. Carroll
Signature

4/27/2021
Date

Subscribed and sworn to before me this 27th day of April, 2021

Teresa M Gutierrez
Notary Public

TERESA M GUTIERREZ
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 06-102820-1
MY APPT. EXPIRES MARCH 19, 2023

EXHIBIT G-2

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: Poggemeyer Design Group, Inc.	**Services for:** 180096-JH
Address: 6960 Smoke Ranch Road Las Vegas, Nevada 89128	
Telephone: 702-255-8100	**Project Number:** 180096-JH
EIN or DUNS : 34-1056617	

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.	Kleinfelder, Inc	550 West C Street, Ste. 1200, San Diego, CA 92101	619-831-4600
2.			
3.			
4.			
5.			

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.

Larry V. Carroll, P.E.
Name

Larry V. Carroll
Signature

4/27/2021
Date

Subscribed and sworn to before me this 27th day of April, 2021

Teresa M Gutierrez
Notary Public

TERESA M GUTIERREZ
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 06-102820-1
MY APPT. EXPIRES MARCH 19, 2023

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
18

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

SUBJECT:
For possible action to approve award of Amendment No. 1 to Contract No. 190039-DD, Prime Design Services Contract for Rancho Complete Street - Mesquite to Sahara - Department of Public Works - Award recommended to: GCW, INC. ($270,000 - Road and Flood Capital Projects Fund) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $270,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The contract was approved by City Council on September 5, 2018 to provide preliminary and final design services for roadway improvements on approximately two miles of Rancho Drive, from Sahara Avenue to Mesquite Avenue. Amendment No. 1 will provide design services to accommodate enhanced sidewalks, streetlights, and other miscellaneous improvements on Rancho Drive between Sahara Avenue and Charleston Boulevard. This amendment increases the contract amount by $270,000, from $1,235,760 to $1,505,760. GCW, Inc. is located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R- 20-2017.

BACKUP DOCUMENTATION:
1. Amendment No. 1 to Contract No. 190039-DD
2. Certificate - Disclosure of Ownership and Principals

AMENDMENT NO. 1

Prime Design Service Contract for

190039-DD Rancho Complete Street – Mesquite to Sahara

THIS AMENDMENT NO. 1 is made and entered into this _____ day of _____, 2021, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and GCW, Inc. a Corporation (hereinafter the "Company") having its principal office located at 1555 S. Rainbow Blvd., Las Vegas, NV 89146.

WHEREAS, the City and the Company have entered into that certain Consultant for Engineering Services Agreement No. 190039-DD, Contract dated September 5, 2018 (the "Contract"); and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to provide a 10-foot concrete sidewalk on Rancho Drive between Sahara Avenue and Charleston Boulevard.

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree that the following changes shall be made to the Contract:

1. Exhibit A-1, Scope of Services attached.

2. Exhibit B-1, All submittal requirements are outlined in Exhibit A-1 Scope of Services.

3. *See attached Exhibit "C-1" for Performance Schedule Change.

4. Exhibit "D" Fee Breakdown is hereby amended to increase the Total Compensation of the entire Contract referenced herein by $270,000 from $1,235,760 to $1,505,760.

5. Exhibit "D" Fee Breakdown is hereby amended to increase the total Basic Service referenced herein by $213,000 from $1,035,760 to $1,248,760.

6. Exhibit "E" Additional Compensation is hereby amended to increase the Additional Compensation referenced herein by $57,000 from $200,000 to $257,000.

7. No changes to Exhibit F, Key Personnel List

8. A new Exhibit "G" Disclosure of Ownership/Principals is attached.

9. The Parties represent and acknowledge that as of the date of this Amendment No. 1 neither party (i) is in default under the terms of the Contact; (ii) has any defense, set off, or counterclaim to the

enforcement by either party of the terms of the contract; and (iii) is aware of any action or inaction by either party that would constitute a default by either party under the Contract.

10. In the event of a conflict between any provision(s) of the Contract and of this Amendment No. 1, this Amendment No. 1 shall control.

11. In all other respects, the Contract is hereby ratified and confirmed, in full.

12. Counterparts. This Amendment No. 1 may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

IN WITNESS WHEREOF, the parties hereto have caused this Contract Amendment No. 1 to be executed by their duly authorized representatives.

CITY OF LAS VEGAS

Tonya Kemble, Manager
Purchasing and Contracts — Date

GCW, Inc.

6/29/2021

Tim McCoy, P.E., President — Date

ATTEST:

LUANN D. HOLMES, MMC — Date

City Clerk

APPROVED AS TO FORM: John S. Ridilla
Deputy City Attorney

John S. Ridilla 6/29/21

Deputy City Attorney — Date

CONTRACT AMENDMENT NO. 1

EXHIBIT A-1 SCOPE OF SERVICES

190039-DD Rancho Drive Complete Streets – Mesquite to Sahara

BACKGROUND

On September 5th, 2018, GCW, Inc. entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services including preparation of contract drawings, special provisions, cost estimates and reports for Rancho Drive Complete Streets – Mesquite to Sahara (Project). A detailed scope of services for the project is included in the Prime Design Services Contract.

The scope of services to be provided under the terms of this Contract Modification consist of the preparation of contract drawings, special provisions and construction cost estimates for the construction of a 10-foot sidewalk along Rancho Drive between Sahara Avenue and Charleston Boulevard, an additional 90% Submittal that will include the revisions from Sahara Avenue to Charleston Boulevard, and additional NVE Transmission coordination for potential conflicts between Rancho Bel Air and Mesquite.
Following is a scope of services.

101A 30% PRELIMINARY AND GENERAL ITEMS

101.3A NVE Transmission Coordination
This task includes the coordination with NVE Transmission to mitigate the relocation of the existing guy wires at existing transmission poles on the west side of Rancho between Alta Drive and Mesquite Avenue. This task also includes developing cross section alternatives to avoid and protect-in-place the existing guy wire.

102A 30% DESIGN PHASE

102.2A Right-of-Way GCW will prepare up to an additional thirty one (31) Authorized-to-Enter (AEP) exhibits required for the proposed sidewalk widening.

104A 90% DESIGN PHASE

This task includes preparing a redesign of Rancho Drive from Sahara to Charleston to include the widening of the existing sidewalk to a maximum width of 10 feet on the east side of Rancho Drive between Sahara Avenue and Oakey Boulevard and widening of the existing sidewalk to a maximum width of 10 feet on the west side of Rancho Drive between Oakey Boulevard and Charleston. Below is a list of items that will be included in the redesign. GCW will also incorporate the comments received on the original 90% Submittal in the 90% Revised Design Phase Submittal. A separate Sub-Task below will be included for Storm Drain Improvements.

104.1.1A Final Design Report GCW will update the Final Design Report to include the redesign of Rancho Drive roadway from Sahara to Charleston and will analyze storm drain facilities from Sahara to Charleston that need to be included in the proposed drainage improvements as a result of shifting the curb and gutter and pavement regrading between Sahara Avenue and Charleston Boulevard. An update to the Final Technical Drainage Memo will also be included in the Revised Final Design Report.

104.1.2A 90% Design Phase Plans GCW will incorporate the comments received on the original 90% Submittal and the proposed widened sidewalk between Sahara Avenue and Charleston

Boulevard, including the items listed below, into the revised 90% Design Phase Plans. Deliverables will be the same as listed in the original contract under Task 104.1.2.1.

- Shift the proposed cross section to accommodate the widened sidewalk.
- Re-profile the proposed roadway to accommodate shifted section and existing grades.
- Remove existing sidewalk and add the proposed widened sidewalks. Match the existing grade at the existing property wall at the right-of-way line.
- Provide retaining wall designs as necessary
- Obtain additional field survey at tie-in locations.
- Storm drain improvements
- Street light based on final lighting study results

104.1.3A 90% Design Phase Construction Cost Estimate GCW will prepare a project cost estimate broken out by funding source, bid item, and plan sheet. Deliverable will be the same as listed in the original contract under Task 104.1.3.7.

104.1.4A 90% Design Phase Special Provisions GCW will incorporate the comments received on the original 90% Submittal and the proposed widening sidewalk between Sahara Avenue and Charleston Boulevard into the revised 90% Design Phase Special Provisions. Deliverables will be the same as listed in the original contract under Task 104.1.4.1.

105A 100% DESIGN PHASE GCW will incorporate the proposed sidewalk widening design between Sahara Avenue and Charleston Boulevard into the 100% Design Phase submittal deliverables.

105.1.2A 100% Pre-Final (Bond) Submittal The 100% submittal shall include all the elements of 104A. Deliverables will be the same as listed in the original contract under Task 105.1.2.

105.1.3A 100% Final (Mylar) Submittal Deliverables will be the same as listed in the original contract under Task 105.1.3.

RANCHO DRIVE COMPLETE STREETS - MESQUITE TO SAHARA

EXHIBIT D-1 FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101A	PRELIMINARY AND GENERAL ITEMS	
101.3A	NVE Transmission Coordination	$ 10,380.00
102A	30% DESIGN PHASE	
102.2A	Right-of-Way	$ 10,100.00
104A	90% DESIGN PHASE	
104.1.1A	Final Design Report	$ 83,690.00
104.1.2A	90% Design Phase Plans	$ 58,570.00
104.1.3A	90% Design Phase Construction Cost Estimate	$ 6,140.00
104.1.4A	90% Design Phase Special Provisions	$ 12,680.00
105A	100% DESIGN PHASE	
105.1.2A	100% Pre-Final (Bond) Submittal	$ 20,880.00
105.1.3A	100% Final (Mylar) Submittal	$ 10,560.00
	Total Basic Services - Hours	
	Total Basic Services - Fee	$213,000.00

RANCHO DRIVE COMPLETE STREETS - MESQUITE TO SAHARA

EXHIBIT E-1 ADDITIONAL SERVICE FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	$ 57,000.00
	Total Additional Services - Hours	
	Total Additional Services - Fee	**$57,000.00**

EXHIBIT "C-1" – PERFORMANCE SCHEDULE

The revised Performance Schedule is shown in the following table:

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
ALTERNATIVE ANALYSIS	90	
30% DESIGN PHASE	90	Includes 3-week CLV Review
70% DESIGN PHASE	120	Includes 3-week CLV Review
90% DESIGN PHASE	150	Includes 3-week CLV Review
ADDITIONAL 90% DESIGN PHASE	200	Includes 3-week CLV Review
100% DESIGN PHASE	100	Includes 2-week CLV Review
BID PHASE	90	
TOTAL CALENDAR DAYS TO COMPLETE:	**840**	

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

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

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

2. **Policy**

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

3. **Instructions**

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

4. **Incorporation**

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: GCW, Inc.	**Services for:** Rancho Drive Complete Streets – Mesquite to Sahara
Address: 1555 S. Rainbow Boulevard, Las Vegas, NV 89146	
Telephone: (702) 804-2000	**Project Number:** 190039-DD
EIN or DUNS: 88-0116703	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Timothy A. McCoy President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2.	Heidi Dexheimer Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3.	Bob Murnane Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4.	John Tobin Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5.	Paul Burn Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6.	Eric Giles Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7.	Vicki Marjerrison Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8.	Gia Nguyen Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

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

Date 4/29/2021

State of Nevada
County of Clark

This instrument was acknowledged
Subscribed and sworn to before me this 29th day of April, 2021 by Tim McCoy.

Notary Public

JANINE NOBLE
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3864-1
My Appt. Expires October 10, 2021

(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
11.	Johnnie Pate Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
12.	Joseph Cetrulo Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
13	Eric Garner Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
14.	Lupe Gracia Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
15.	Jay Guzman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
16.	Daphne Hoffman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
17.	Todd Kelly Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
18.	Betty Kilmer Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
19.	Stephen Jones Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
20.	Wes Petty Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
21.	Saundra Vance Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
22.	Willie Felkins Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
22.	Employee Stock Ownership Plan	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

EXHIBIT "G"

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: GCW, Inc.	**Services for:** Rancho Drive Complete Streets – Mesquite to Sahara
Address: 1555 S. Rainbow Boulevard, Las Vegas, NV 89146	
Telephone: (702) 804-2000	**Project Number:** 190039-DD
EIN or DUNS: 88-0116703	

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Timothy A. McCoy President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2.	Heidi Dexheimer Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3.	Bob Murnane Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4.	John Tobin Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5.	Paul Burn Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6.	Eric Giles Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7.	Vicki Marjerrison Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8.	Gia Nguyen Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

The Contracting Entity shall continue the above list on a sheet of paper entitled "Disclosure of Ownership/Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: 1

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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

Name

4/29/2021
Date

State of Nevada
County of Clark

This instrument was acknowledged
Subscribed and sworn to before me this 29th day of
April, 2021 by Tim McCoy.

Notary Public

JANINE NOBLE
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 17-3864-1
My Appt. Expires October 10, 2021

(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
11.	Johnnie Pate Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
12.	Joseph Cetrulo Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
13	Eric Garner Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
14.	Lupe Gracia Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
15.	Jay Guzman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
16.	Daphne Hoffman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
17.	Todd Kelly Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
18.	Betty Kilmer Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
19.	Stephen Jones Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
20.	Wes Petty Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
21.	Saundra Vance Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
22.	Willie Felkins Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
22.	Employee Stock Ownership Plan	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
19

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

SUBJECT:
For possible action to approve award of Contract No. 210237-JH, Professional Services Contract for Flow Monitoring for Sewer Collection System - Sanitary Sewer - Department of Public Works - Award recommended to: ADS ENVIRONMENTAL SERVICES (Not-to-Exceed $263,000 Annually/Total Contract Amount Not-to-Exceed $1,315,000 - Sanitation Enterprise Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $263,000 Annually/Total Contract Amount Not-to-Exceed $1,315,000
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for the replacement of sewer monitoring equipment and ongoing monitoring services, web-based access and reporting for sewer flow within the City of Las Vegas. The initial contract term is through June 30, 2023, with three one-year renewal options, for a total of five years. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. ADS Environmental Services is located in Huntsville, Alabama.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R- 20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 210237-JH
2. Certificate - Disclosure of Ownership and Principals

PROFESSIONAL SERVICES CONTRACT
FOR 210237-JH, FLOW MONITORING FOR SEWER COLLECTION SYSTEM – SANITARY SEWER

THIS CONTRACT is being entered into this _____ day of _____, 2021, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and ADS ENVIRONMENTAL SERVICES, (hereinafter the "Company"), a Delaware limited liability company, having its principal office located at 340 The Bridge Street, Huntsville, Alabama 35806

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-12/30/2020]

This Contract sets forth the terms and conditions for the performance of services described herein, and the execution hereof by the parties hereto forms a legally binding contract. This is a Non-Exclusive Contract.

(a)

Contract Synopsis The legally binding Scope of Work is more fully defined in Section C	Replacement of sewer monitoring equipment and the ongoing monitoring, services, web-based access and reporting for sewer flow within the City of Las Vegas.		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** July 31, 2023	**Renewal Option Periods** 3, one-year periods
Contract Type As defined in Section B-1	The contract type is a not-to-exceed, firm-fixed price.		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	$263,000 annually		

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A – Scope of Work
Exhibit B – Pricing / Fixed Fee Schedule
Exhibit C – Map of Monitoring Sites
Attachment 1 - Certificate of Disclosure

(c)

City Project Manager Per Section D-4, (a)	**Name** Tim Parks	**Phone** 702-229-2178	**Email** tparks@LasVegasNevada.GOV
Company Representative Per Section D-4, (b)	**Name** Dave Belomy	**Phone** 510-274-7631	**Email** dbelomy@idexcorp.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Joseph J. Goustin, Assistant Treasurer	**Address** 340 The Bridge Street, Suite 204 Huntsville, AL 35806	**Email** jgoustin@idexcorp.com Direct: 256-430-3366 Mobile: 256-509-9170 Fax: 256-430-6633

A-2 Performance Period [CAO-12/30/2020]

(a) The performance period commences on the Award Date and continues through the Expiration Date.

(b) The City may at its sole discretion, exercise the option to renew this Contract for the periods set forth above (if any). The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the Expiration Date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

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

(b) *"Contract"* means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.

(c) *"Contract Amount"* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

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

(e) *"Fixed Fee Contract"* means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company's cost experience in performing the Contract.

(f) *"Non-Exclusive Contract"* means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

SECTION C – Scope of Work

C-1 Scope of Work

(a) Services will be provided in accordance with the Scope of Work attached as "Exhibit A"

C-2 Deliverables/Schedule

Task	Deliverable or Milestone	Due Date
1	<u>Safety Program</u> • Workplace Safety Plan • Work Zone Safety Plan • Barricade Plan – Site Specific	 • Fifteen (15) days after contract effective date • Fifteen (15) days after contract effective date • Fifteen (15) days prior to scheduled installation
2	<u>Replacement of Existing Flow Meter Equipment (If Any)</u> • Triton+ meters or latest model meter available	• First replacement within 45 days after contract effective date • All sites complete within ninety 90 days of contract effective date
3	<u>Website and Training</u> • Website Access • Website Training Outline and Schedule • Website Training	 • Thirty (30) days after contract effective date • Fifteen (15) days after contract effective date • Thirty (30) days after contract effective date

Task	Deliverable or Milestone	Due Date
4	Service and Maintenance • Contact Information for Company's Project Manager, Field Manager, and Certified Maintenance Personnel • Site Calibration Report on Website • Data Processing • On-line data reporting	• Fifteen (15) days after contract effective date • Fifteen (15) days after initial and subsequent calibrations

(b) The City will pay the amounts set forth in "Exhibit B".

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

(a) Payment Payment to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".

(b) Reimbursable Travel Expenses There are no reimbursable travel expenses authorized or payable under this Contract.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices

(a) The Company will submit a timely detailed invoice to the City monthly, for work performed to date. Each invoice shall contain the following information:

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

(ii) the Purchase Order number;

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

(iv) the performance dates covered by the invoice.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment for all non-disputed portions of Company's invoice will be made in full within thirty (30) calendar days from receipt by City. **Invoices received without a valid Purchase Order number will be returned unpaid.** Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

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

(c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative", with the following items:

(i) receipts for any Reimbursable Travel Expenses, if applicable, associated with the invoice; and

(ii) copy of the applicable Deliverable associated with the invoice

The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses to the extent caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

(a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*

(b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-04/2020]

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

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

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

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

(iv) Professional Liability Insurance (Errors and Omissions Coverage) protecting the Company 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, combined single limit and in the aggregate, for

the period of time covered by this Contract. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

(c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $250,000 without the prior written approval of the City.

(f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

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

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

D-6 Warranty – Services [CAO-4/2020]

Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty.

D-7 through D-17 – Reserved

D-18 Holidays/Weekends [CAO-01/20/16]

The Company is excused from performance on weekends and the following legal holidays (on the actual day the holiday is observed):

Martin Luther King's Birthday (observed)
President's Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veterans Day
Thanksgiving Day and Friday After
Christmas Day
New Year's Day

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

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

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

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

E-2 Disputes [CAO-4/2020]

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

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

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

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

E-4 Termination for Convenience [CAO-08/22/2019]

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

E-5 Event of Default [CAO-12/30/2020]

(a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the Scope of Work, (ii) fails to deliver the services within the time specified in the Purchase Order or Scope of Work or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

(d) The City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

(e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Goods or Services

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

(i) Description of services to be performed or goods to be provided.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(iv) Time or place of delivery of goods

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract.

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

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

E-10 Order of Precedence [CAO-7/24/08]

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

E-11 Severability [CAO-7/24/08]

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

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

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

E-13 Modification/Amendment [CAO-7/24/08]

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

E-14 Assignment [CAO-7/24/08]

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

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and

consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-12/30/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent or other intellectual property and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

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

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

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

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

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

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

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

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

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

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

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

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

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

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

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

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

(c) The Company represents and warrants that it has, in accordance with the current policy of the City, disclosed the ownership and principals of the Company on Attachment 1 (Certificate – Disclosure of Ownership and /Principals), and that it has a continuing obligation to update this disclosure whenever there is a material change in the information contained therein. Throughout the Contract Term, Company shall notify City in writing of any material change in the above disclosure within ten (10) days of any such change.

E-29 Public Records [CAO-5/2/12]

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

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO–4/2020]

(Applicable to contracts with an estimated annual amount over $100,000)

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

"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.

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-9/24/08]

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

E-33 Miscellaneous [CAO–4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

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

CITY OF LAS VEGAS

TONYA KEMBLE Date
Manager, Purchasing & Contracts

ADS ENVIRONMENTAL SERVICES

JOSEPH J. GOUSTIN, Assistant Treasurer 6/30/21 Date

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 6/17/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

EXHIBIT A - SCOPE OF WORK

Task 1: Safety Program

a. The Company will submit a copy of their Workplace Safety Programs for the City's review. Programs may include but are not limited to the following:

- Hazard Communication - including all material safety data sheets for any chemicals being utilized during the Work
- Confined Space Entry
- Any applicable licenses/certifications required to perform the task required in the Scope of Work

b. The Company will submit a Work Zone Safety and Barricading Plan for each metering site that meets the current requirements of the latest edition of the Manual for Uniform Traffic Control Devices. The plan shall be reviewed and approved by the City's Traffic Engineer or the City's Traffic Engineer representative. The Company shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs required to complete this work. The Company shall comply with all applicable laws, rules, regulations and lawful orders of any public authority bearing on the safety of person(s) or property from damage, injury or loss including all applicable Occupational Safety and Health Regulations.

Barricade Plans may require approval from the Clark County Department of Public Works Development Services and/or the Nevada Department of Transportation (NDOT). (See table II-A for meter locations requiring approval by other governmental agencies.)

SITE	Clark County – PW	NDOT
Charleston_28		i
Durango_21	i	
EASahara_LV3	i	i
Gowan_LV14	i	
LakeMead_18	i	
Rancho_24		i
RioVista_LV12	i	
Sahara_23	i	i
WSahara_LV15	i	

Table II-A

Note that high speed multi-lane roadways of forty-five (45) miles per hour or greater, or work performed within fifteen (15) feet of the right way require that an attenuator vehicle be utilized. Roadways of thirty-five (35) miles per hour or greater require an arrow board be utilized.

c. The work may require lane closures to provide a buffer space for workers during the off-peak hours. Arterial roads such as Sahara Avenue, Charleston Boulevard and Rancho Road may require work during off peak hours, overnight and/or on weekends.

d. The Company shall take all reasonable precautions for the safety of all employees and all other persons who may be affected thereby. The Company shall provide all employees performing the work appropriate personal protective equipment that may include but is not limited to the following:

- Hard hat
- Hearing Protection
- Steel Toe Boots

- Long Sleeve Shirts
- Long Pants
- Safety Glasses/Goggles
- Gloves
- Class 2 green retro-reflective vest for daytime work in roadways
- Class 3 green retro-reflective vest for nighttime work in roadways
- Tri-pod for confined space entry
- Body Harness
- Air monitoring equipment capable of measuring oxygen, carbon monoxide, hydrogen sulfide and explosive gasses levels

e. The Company is responsible to ensure employees are adequately trained and certified to complete this scope of work.

Task 2: Flow Meter Equipment

a. Flow meter equipment shall have the following minimum requirements:

- Battery powered
- Secure telemetry for remote data access and diagnostics via website
- English units of measurement
- Sufficient on-board memory to prevent data loss
- Ability to withstand raw wastewater composition and associated conditions
- Ability to measure accurately within range of prospective pipelines from 8 to 104 inches in diameter

b. The City advocates the notion that there may not be one flow meter or flow meter technology that is appropriate for all hydraulic conditions. The Company must have experience using a variety of flow meter equipment available within the industry.

c. The Company is required to evaluate the existing flow metering sites to select the most appropriate flow meter equipment for the hydraulic conditions and available area of each metering location. It is the contractor's sole responsibility to determine the appropriate flow meter equipment required at each site in order to meet the requirements of this contract.

d. The flow meter equipment shall accurately and reliably measure the full range of flow passing through the site. All flow meters shall be area-velocity flow, capable of measuring depth and velocity, and capable of measuring flow in surcharged conditions. A minimum of two (2) sensors are required for redundancy to measure depth. The Company shall ensure that the flow meter equipment maintains accurate flow measurements under all conditions to which the equipment may be exposed. The accuracy of the depth and velocity sensors shall be within 1% for depth and 2% for velocity.

e. All flow meter equipment shall be owned, maintained, and serviced by the Company. The Company shall be responsible for damage done to the flow meter equipment as a result of exposure to the raw wastewater environment. The Company is responsible for lost or stolen flow meter equipment. The Company shall repair and carry out all preventative maintenance needed for reliable operation of the flow meter equipment.

f. Flow data shall be recorded in 15 minute intervals, and uploaded via wireless telemetry to the Company's provided website at a minimum of twenty four (24) hour intervals. The City will also have all required permissions and clearances to access, view, and download data directly from the flow meters at all times. All flow data and any associated databases or auxiliary data shall be stored on the Company's provided web based server.

g. The flow meter equipment shall be capable of setting alarm thresholds allowing the user to set various alarm settings notifying City staff via email or cell service when an alarm is triggered.

h. The flow meter equipment shall log all service, maintenance, and calibration activity. The log file shall provide date of each log entry with twenty-four (24) hour time of day stamp. The log file shall include meter stop and re-start times and battery power levels. The log files shall be available for viewing by City staff at all times via website.

Task 3: Installation/Replacement

a. Prior to installation or replacement, the Company shall inspect each flow metering location to determine hydraulic suitability. This may require entry into the manhole (confined space entry) to ensure adequate inspection. The Company may recommend relocating the metering site to a more favorable hydraulic site upstream or downstream of the existing metering site, provided the feeding basin remains the same. No weir or flume devices are allowed.

b. The Company is responsible for obtaining all permits required for the installation, replacement, operation, and maintenance of the flow meter equipment from Federal, State, and Local Agencies. The Company shall comply with Federal, State and Local Agency requirements for traffic control required during the installation, replacement, operation, and maintenance of the flow meter equipment.

c. Within fifteen (15) days after notice to proceed, the Company shall submit an Installation/Replacement Plan, Schedule, and Calibration Procedure. The plan shall include a list of flow meter equipment type(s) proposed for installation or replacement at each site. The list shall include make and model of the flow meter equipment. The City may modify the installation or replacement schedule and/or specify time of day for installation or replacement of certain flow metering sites. All installations or replacements are to completed within 90 days. The field Calibration Procedure shall demonstrate that the flow meter equipment measures depth and area velocity to within the required accuracy identified in Task 5 Section E.

d. A Site Installation or Replacement Report shall be available for viewing on the website within seven (7) days of flow meter installation or replacement. Site documentation shall include all pertinent installation or replacement information such as flow meter site location map, site name given by the City, date of installation or replacement, flow meter information, calibration information, manhole configuration, layout of all meter sensors, and photos of the flow meter installation or replacement for each site.

e. There is one existing meter site not under the jurisdiction of the City. Site Durango_21 is located within the Clark County Water Reclamation District sewer collection system. The City has approval for the metering site.

Task 4: Website and Training

a. The Company shall provide a website with access to a secure password protected server for the purpose of this project requiring only Microsoft Edge or Google Chrome, and full compatibility with City IT Department policies.

b. The website shall supply viewable and downloadable raw, processed, and final data from all meter sites in graphical and tabular formats. The formats shall include user defined and summary (daily, weekly, monthly, yearly, etc) intervals. The data available for graphs and reports must include, but is not limited to, level for all depth sensors, velocity for all velocity sensors, and calculated flow rates. Graphical formats shall include scattergraphs and hydrographs. The website shall provide for and track minor data edits without deleting original data. All downloadable data shall be compatible with Windows based software such as Microsoft Excel for the data reports and Microsoft Word programs for the log files.

c. The website shall allow users to generate reports, charts, graphs etc. within the website, without the user having to import the data to a separate program or software.

d. The website shall allow users to view and report on raw, unedited, non-processed data collected directly from the flow meter and prepare monthly sensor uptime reports.

e. The website shall allow users to view all log files for each meter site as well as all Site Installation and Calibration Reports.

f. The Company shall provide training in the use of the website necessary for viewing, downloading, and generating reports and graphs of data collected by the flow meter equipment. The Company is required to submit a schedule and outline for the training.

g. The Company shall provide all the necessary licenses required (if any) to use the website at no cost to the City. Licenses for Microsoft Office (ie. Excel or Word) programs are not required to be provided by the contractor, unless required for specific use of the website.

h. The website shall include an interactive map showing the locations of all flow meter sites with a point and click function providing a quick view of the most currently available data. The point and click feature shall also provide an option to download data and view log files for the selected meter site. The interactive map shall have all meter sites color coded to display on-line and off-line meters as well as a low battery indicator.

i. The Company shall provide live technical support via the internet or telephone during regular business hours.

Task 5: Service and Maintenance

a. The Company shall provide a dedicated Project Manager and a dedicated Field Manager for activities associated with the scope of this work and shall submit the Project Manager and Field Manager resumes. The resumes shall list experience, qualifications, and certifications required to complete the tasks associated with this project. The Company shall provide the names and qualifications of Certified Maintenance Personnel that will be installing, calibrating, and maintaining the flow meter equipment.

b. The Project Manager shall manage the overall project scope, budget, and schedule, and shall be the single point of contact for all project issues. The Project Manager will oversee the Field Manager, data analysis, data management, and other associated field work.

c. The Field Manager shall oversee the scheduling and work efforts of the Certified Maintenance Personnel. The Field Manager shall also maintain records of all field activities (e.g. calibrations, site investigations, installations, repairs and/or replacement). All activity records shall be made available for viewing on the website. The Field Manager shall be the single point of contact for field related issues.

d. Flow data shall be recorded in fifteen (15) minute intervals and uploaded to the contractor provided server at a minimum twenty four (24) hour intervals.

e. The Company shall operate and maintain flow measurement equipment to guarantee that flow data from each site is reliable, consistent, and useful at a minimum 90% of the time (uptime). The guarantee shall also apply to raw depth, processed depth and final depth and flow quantity data for each site. A minimum of one (1) depth sensor shall be operational 90% of the time in order for the flow meter equipment to meet the uptime requirements. Manufactured depth data to fill in missing data points shall not be considered when calculating the flow meters uptime. All metering sites shall achieve a minimum 90% uptime individually and no site shall be down for more than 72 hours. Any site that does not meet the 90% uptime shall not be billed or is down for 72 hours or more shall not be billed in that billing cycle.

f. The Company shall implement a Calibration Procedure to document and maintain accurate readings to within 5% of actual flow and provide 90% operational uptime for each flow meter site. Flow meter equipment shall be field calibrated at intervals necessary to provide minimum uptime and evaluation requirements, but at a minimum, every six (6) months. Calibrations shall be performed by Certified Maintenance Personnel for the specific model being calibrated. The City reserves the right to observe the calibration work used to maintain the flow meter equipment. The Company shall coordinate the observations of the calibration work with City staff upon written or oral request.

g. The Company shall monitor the data being transmitted from the flow meter equipment and shall carry out a diagnostic inspection of the data on a daily basis to ensure all flow meter sites are online and the data is reliable and consistent. Any flow meter equipment that is non-operational shall be corrected within 72 hours.

h. The Company will make every effort to ensure that each flow monitoring site will not cause a line stoppage for the duration of the project.

i. Historical flow data may be provided by the City. Historical data shall be uploaded to the website and provide the same viewing and reporting capabilities as flow data obtained from the project flow meter equipment.

j. At the end of the contract year(s), the Company shall provide all flow data and log files collected during the entire contract period on an external USB hard drive.

k. All documents and data provided and collected in accordance with this contract is the sole property of the City of Las Vegas and shall not be used for any purpose by any person(s) other than the City. The City may grant expressed written consent for use of the data upon request, and may grant external users access the data via website.

l. The City of Las Vegas reserves the right to add or relocate any site upon written request. Additional sites requested by the City would be at the same per site cost and subject to the same terms agreed upon with this contract.

m. The Company is responsible for removal of all flow meter equipment within thirty (30) days after the end of the contract, and shall be responsible for returning each site to its original condition after removal of equipment, including repairing any damage as a result of flow metering activities.

Task 6: Supplemental Services

The Company shall provide additional services that may be required during completion of the work but not included under the Basic Services of this Agreement. Prior to beginning work on any Supplemental Services task, Company shall prepare and obtain written authorization from the City for the scope of work, negotiated fee based on established rates, and time of performance for each task. Supplemental Services may include, but are not limited to:

- Additional permanent flow monitoring installations with associated services
- Temporary flow monitoring studies

EXHIBIT B – PRICING / FIXED FEES

(a) The City will pay the Company the following amounts, which shall include all incidental expenses:

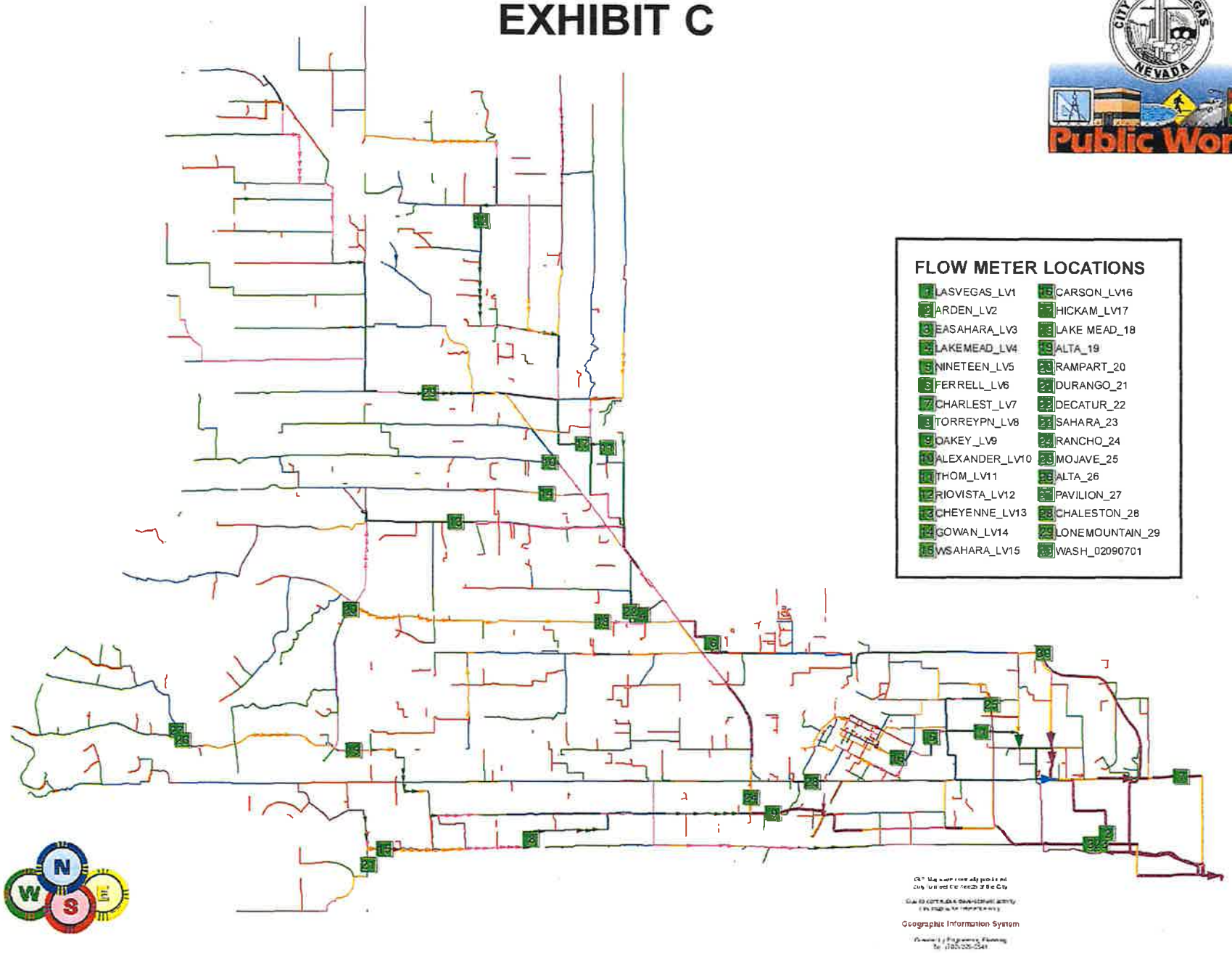
Item	Description	Initial Term Price Yr 1 & 2 (8/1/21-7/31/23)	Extension Period 1 Price Yr 3 (8/1/23-7/31/24)	Extension Period 2 Price Yr 4 (8/1/24-7/31/25)	Extension Period 3 Price Yr 5 (8/1/25-7/31/26)
1	Flow Meter Replacement of 31 meters (listed in Exhibit B)	No charge	No charge	No charge	No charge
2	Monthly maintenance, data processing, on-line data reporting, including labor to maintain 90% raw depth and final data uptime, equipment and spare parts to maintain 90% uptime, software, data review, analysis and finalization and monthly wireless fees	$650/meter/ month	$663/meter/ month	$676/meter/ month	$690/meter /month
3	Meter removal & reinstallation (same location with 2-week notice)	$1,100/site	$1,100/site	$1,100/site	$1,100/site
4	Temporary Monitoring (1 week for 1-5 meters)	$3,200/meter	$3,200/meter	$3,200/meter	$3,200/meter
5	Temporary Monitoring – weekly extensions (up to 1 month)	$1,200/meter /week	$1,200/meter/ week	$1,200/meter/ week	$1,200/meter/ week
6	Emergency removal and installation (same location with 48-hour notice)	$1,500/site	$1,500/site	$1,500/site	$1,500/site
7	Installation of flow meter at a new site, including permit fee; Company shall comply with all applicable provisions of Exhibit A - Scope of Work. Meters installed shall only be "ADS Triton +" and/or City approved equal, and be in accordance with Exhibit A - Scope of Work, Task 2: Flow Meter Equipment	$2,000/meter	$2,000/meter	$2,000/meter	$2,000/meter

(b) **TOTAL CONTRACT AMOUNT:** Contract amount **shall not-to-exceed $263,000 annually**; which does include emergency removal and installation costs or temporary monitoring.

(c) **MONTHLY MAINTENANCE:** The Company will invoice the City for monthly monitoring services and the City will reimburse Company up to **$20,150 per month for years 1 and 2, with a 2% U.S Bureau of Labor Statistics Consumer Price Index (CPI) increase for years 3-5, with a not to exceed 21,390 per month for year 5 as indicated in Exhibit B listed above**, if uptime requirements are met. The Company will invoice the City monthly by the 10th of each month, for the previous month. When the City requests that a meter be moved, the Company will be allowed to pro-rate the monthly rate (meter uptime requirements will not apply to this situation).

(d) **ADDITIONAL SERVICES**: In the event emergency removal and installation services are required, payment for additional services will be at the rates established in Exhibit B – listed above, and will be in addition to the monthly maintenance fee, not-to-exceed **$21,200 annually for year 1 and year 2; and decrease each year to match the difference between the Monthly maintenance and the Total Contract Amount for a total Not-to-Exceed $6,320 for Year 5** for additional services.

EXHIBIT C


FLOW METER LOCATIONS
1 LASVEGAS_LV1
2 ARDEN_LV2
3 EASAHARA_LV3
4 LAKEMEAD_LV4
5 NINETEEN_LV5
6 FERRELL_LV6
7 CHARLEST_LV7
8 TORREYPN_LV8
9 OAKEY_LV9
10 ALEXANDER_LV10
11 THOM_LV11
12 RIOVISTA_LV12
13 CHEYENNE_LV13
14 GOWAN_LV14
15 WSAHARA_LV15
16 CARSON_LV16
17 HICKAM_LV17
18 LAKE MEAD_18
19 ALTA_19
20 RAMPART_20
21 DURANGO_21
22 DECATUR_22
23 SAHARA_23
24 RANCHO_24
25 MOJAVE_25
26 ALTA_26
27 PAVILION_27
28 CHALESTON_28
29 LONEMOUNTAIN_29
30 WASH_02090701
N
W
S
Geographic Information System

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /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 Resolutions 79-99, 105-99 and RA-4-99, 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 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.

4. Incorporation

An updated and notarized 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	
Name: ADS LLC	
Address: 340 THE BRIDGE STREET, SUITE 204	**City / ST / Zip:** Huntsville, AL 35806
Telephone: 256-430-3366	**EIN or DUNS :** 80-0355 805
Block 2: Description / Subject Matter of Contract	
Services for: Flow Monitoring for Sewer Collection System – Sanitary Sewer	**Project Number:** 210237-JH

Block 3: **Type of Business**

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

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /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	IDEX Corporation	3100 Sanders Road Suite 301 Northbrook, IL 60062	(847) 498-7070
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 and /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: ____

Contracting Party Certification *(Notarized signature required in event of contract award per section 4, "Incorporation")*

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.

_____
Signature

6/30/2021
Date

Subscribed and sworn to before me this 30th day of June, 2021

Katherine Lynn McAuley
Notary Signature

KATHERINE LYNN MCAULEY
MY COMMISSION EXPIRES
AUGUST 23, 2022
NOTARY PUBLIC
STATE OF ALABAMA

ATTACHMENT 1 - CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /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 Resolutions 79-99, 105-99 and RA-4-99, 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 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.

4. Incorporation

An updated and notarized 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	
Name: ADS LLC	
Address: 340 THE BRIDGE STREET, SUITE 204	**City / ST / Zip:** Huntsville, AL 35806
Telephone: 256-430-3366	**EIN or DUNS :** 80-0355 805
Block 2: Description / Subject Matter of Contract	
Services for: Flow Monitoring for Sewer Collection System – Sanitary Sewer	**Project Number:** 210237-JH

Block 3: **Type of Business**

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

CERTIFICATE - DISCLOSURE OF OWNERSHIP AND /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	IDEX Corporation	3100 Sanders Road Suite 301 Northbrook, IL 60062	(847) 498-7070
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 and /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: ____

Contracting Party Certification *(Notarized signature required in event of contract award per section 4, "Incorporation")*

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.

_____
Signature

6/30/2021
Date

Subscribed and sworn to before me this 30th day of June, 2021

Katherine Lynn McAuley
Notary Signature

KATHERINE LYNN MCAULEY
MY COMMISSION EXPIRES
AUGUST 23, 2022
NOTARY PUBLIC
STATE OF ALABAMA

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
20

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

SUBJECT:
For possible action to approve award of Contract No. 210278-JH, Prime Design Services Contract for Dewatering Building Equipment Rehabilitation, located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: CAROLLO ENGINEERS, INC. ($2,412,247.02 - Sanitation Enterprise Fund) - Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: $2,412,247.02
Funding Source: Sanitation EF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides engineering design, bid, construction, and post-construction phase services for rehabilitation of various process elements at the Water Pollution Control Facility (WPCF) dewatering building. Award of this contract is recommended by the City of Las Vegas Consultant Selection Committee based upon the 2018 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Carollo Engineers, Inc. has a local office in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, with signature authority granted to the Purchasing and Contracts Manager per R- 20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 210278-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
DEWATERING BUILDING EQUIPMENT REHABILITATION

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 495 S. Main Street, Las Vegas Nevada 89101, and **Carollo Engineers, Inc.**, (the "Consultant"), **a CORPORATION**, whose address is **376 E. Warm Springs Road, Suite 250, Las Vegas, NV 89119**.

PROJECT DESCRIPTION: Rehabilitation and replacement of equipment and piping within the Dewatering Building area, including but not limited to centrifuges, chemical feed pumps, sludge feed pumps and motors, odor control ductwork, odor control fans, and electrical systems.

W I T N E S S E T H:

WHEREAS, the City intends to construct the **Dewatering Building Equipment Rehabilitation** (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 the Consultant to control and have 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 knowledge, skills and experience 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:

1.0 CONSULTANT RESPONSIBILITIES

1.1 ***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 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.

1.2 ***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.

1.3 ***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.

1.4 ***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.

1.5 ***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 any 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 10.3 of this Contract.

1.6 ***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.

1.7 ***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.

1.8 ***Responsibility for Construction Document Revisions***

1.8.1 ***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.

1.8.2 ***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 3.2.

2.0 CITY RESPONSIBILITIES

2.1 ***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 1.0 through 10.24 of this Contract.

2.2 ***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.

2.3 ***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.

2.4 ***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.

3.0 CHANGES TO CONSULTANT'S SERVICES

3.1 ***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.

3.2 ***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 10.20.2 and 10.20.3 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.

4.0 ADDITIONAL SERVICES OF CONSULTANT

4.1 ***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.

4.2 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any estimated 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.

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, 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:

5.1.1 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,

5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,

5.1.3 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

5.1.4 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.

6.0 TERM OF CONTRACT

6.1 ***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 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

6.2 ***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.

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***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 7.2 plus City approved reimbursable expenses identified in Section 7.4. 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 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

7.3 ***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.

7.4 ***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.

7.5 ***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, Section 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 10.20.1 of this Contract.

7.6 ***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. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

7.7 ***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.

8.0 PERFORMANCE SCHEDULE

8.1 ***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.

9.0 AUDIT: ACCESS TO RECORDS

9.1 ***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.

9.2 ***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.

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 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.

9.4 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

10.0 MISCELLANEOUS PROVISIONS

10.1 ***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:

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 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.

10.2 ***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.

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

10.3.1 ***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:

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
10.3.1.2 (i) 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, (ii) 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, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
10.3.1.3 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
10.3.1.4 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.

10.3.2 ***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:

10.3.2.1 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 for 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,

10.3.2.2 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

10.3.2.3 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 10.3.1.2 (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.

10.4 ***Ownership of Documents***

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 10.4, 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 Contract 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.

10.4.1 ***Delivery of Documents.***

10.4.1.1 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.

10.4.1.2 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.

10.4.2 ***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.

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 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.

10.5 ***Insurance***

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

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

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

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($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 Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance

requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.4 ***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.

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

10.5.6 All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

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

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand ($100,000) without the prior written approval of the City.

10.5.9 **Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

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

10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.

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

10.5.14 ***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 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) 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.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, 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.

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, 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 10.6, "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.

10.7 ***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.

10.8 ***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.

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

10.9.1 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,

10.9.2 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,

10.9.3 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

10.9.4 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 "H" (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 "H," 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 "H" 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.

"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.

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

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential 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.

10.15.1 ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 ***Requirements.*** Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from

Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

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

10.20 ***Claim or Dispute Resolution***

10.20.1 ***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 3.2 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 10.20.3 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 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***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 10.20.1 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 10.20.3. 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.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, 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.

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

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

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

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

10.24 ***Counterparts; Electronic Delivery***. This Contract may be executed in 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.

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 6/24/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
Eric Leveque, Senior Vice President

Keli a Calahan

Keli Calahan, 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 " CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL INFORMATION

100.100.1 PROJECT OVERVIEW DESCRIPTION

The current dewatering facilities at the Water Pollution Control Facility (WPCF) were first operational in 1992. At that time, there were two sludge holding tanks; a sludge pumping station consisting of two grinders and three sludge feed pumps; and a Solids Dewatering Building consisting of three centrifuges with polymer feed equipment, cake sludge pumping to two dewatered cake storage tanks, and an open-bay truck loading facility.

Subsequently, there were problems with the cake sludge pumping system and odor complaints from the dewatering facilities. In 2000, the Solids Dewatering Building modifications were completed to increase capacity, improve dewatered sludge conveyance, and provide more effective odor control. The building was expanded to accommodate two additional centrifuges, the sludge pumping system was replaced with twenty-nine enclosed shaft-less screw conveyors, and the truck bays were extended and enclosed. One new sludge holding tank and an odor control collection and treatment system using soil media biofilters were also added.

Since the modifications to the existing facility in 2000, the sludge conveyance system has required frequent maintenance and this equipment, as well as most of the Solids Dewatering Building equipment, is reaching the end of its useful life.

The City recently completed the WPCF Dewatering Building Improvements Study. The main objectives of that Study were to:

1. Evaluate the Dewatering Building systems and make recommendations for repair, rehabilitation and/or replacement of facilities.
2. Perform a condition assessment focusing on structural elements of the dewatering building, sludge holding tanks, and Centrifuge Feed Pump Building; mechanical equipment (centrifuges, dewatered cake and load out conveyors, and cake storage tanks); chemical feed systems; heating, ventilation and air conditioning (HVAC) and odor control; and electrical and instrumentation components.
3. Develop alternatives with planning level cost estimates.
4. Identify opportunities to “right” size the facilities including centrifuges (consider replacing some and eliminate others); cake unloading bays (adding two new sludge truck bays (4 total) or extending the existing bays and possibly store sludge in truck trailers; sludge conveyance from centrifuge to storage tanks; and evaluating alternative dewatered sludge cake conveyance options (i.e., pumping).

Based on the results of that Study, the City has requested the Consultant provide Design, Bid, Construction and Post Construction Phase services for rehabilitation of various process elements at the WPCF Dewatering Building. The following is a general list of the rehabilitation replacement items included in this Scope of Work:

Sludge Holding Tanks

- Add vents to Tanks No.1 and No.2.
- Add a supplemental exhaust fan to all three tanks. Fans will be designed for corrosive and explosion proof duty.
- Replace existing mechanical mixers in all three tanks with manufacturer’s pump mixing system (i.e Vaughn Rotamix System similar to current process used by the City for their Digesters)
- Perform sludge holding tanks foul air system air flow and balance study (see Additional Studies below)
- Perform Sludge Holding Tanks (SHT No.1 and No.2) sludge feed line evaluation (see Additional Studies below)

Sludge Pumping Station

- Replace Sludge Feed Pump No. 1-4 (standby pump) with new larger 400 gpm pump.
- Reconfigure Sludge Feed Pumps 1-1, 1-2, and 1-3 with new larger motors and/or gearing.
- Replace the five pneumatically actuated plug valves that route sludge from sludge feed pumps to the centrifuges.
- Provide accessible actuators for the centrifuge feed valves located at the ceiling.

Solids Dewatering Building

- Update the entire Restroom (urinal, toilet, sink, and mop sink). Replace "in wall" restroom piping.
- Replace floor and wall tiles in the MCC/Electrical Room
- Refresh Maintenance Office on the second floor and replace removable windows with low-E glass. Replace interior wall with a sliding "barn door" or similar to allow equipment to be removed.

Polymer System

- Arrange for polymer blending unit pilot testing with at least one manufacturer (Velodyne or Polyblend).
- Based on results of pilot testing either (1) replace current polymer transfer pumps with two polymer blending units equipped with automatic flow ratio control and convert current polymer solution day tanks to polymer solution storage tanks or (2) rehabilitate existing system (the City recently replaced the bulk storage tanks, piping and polymer transfer pumps so these will be shown as existing).
- Replace Polymer Feed Pump Nos. 1, 2, 3 and 6 for the three new centrifuges
- Replace orange hat valve actuators with Kinetrol or K-torq actuators (if space permits)
- Implement Constant Solids Load (CSL) or Adaptive Polymer Control (APC) for polymer feed system.
- Install total solids (TS) probes (Valmet or similar) for all three new centrifuges.
- Install low solids (LS) and dry solids (DS) probes (Valmet or similar) on one duty centrifuge, as a pilot test, to evaluate potential for additional polymer cost savings.

Dewatering Centrifuges

- Provide three centrifuges (two duty and one standby), rated at 400 gpm each, to replace the three existing PM75.000 models. The new units will be equipped with the Alfa Laval Connected Services, Process Optimization package.

Cake Conveyance

- Rehabilitate all three cake conveyance screw conveyor trains (Trains No.1, No.2 and No.3).
- Install one new progressing cavity pump for one of the existing larger centrifuge units (PM76.000 model) with the Friction Loss Reduction (FLR) system, the Asynchronous Bridge Preventing (ABP) module, and dry run protection. The new pumping system will be installed for the current conveyance system that only has a single path.

Truck Loading Facilities

- Replace Truck Loading Bay roll-up doors. Provide PLC interlock controls so cake unloading cannot occur unless doors are closed.
- Replace Sludge Cake Tank scales.
- Rehabilitate Truck Loading screw conveyors.
- Replace all pneumatic and manual slide gates for unloading conveyors.
- Provide cameras at Screw Conveyors 8-2, 8-6 and 8-14. (locations to be confirmed with Operations staff). City will provide specifications for type of camera to be used.

Centrate Pit

- Perform centrate line (blocked drain at Centrifuge 3-1), centrate pit, and centrate pumping capacity evaluation (see Additional Studies below).
- Instrumentation will be updated and replaced with a new bubbler lever monitoring system. The system will also monitor the sump high level alarm of the foul air fans. This level monitoring will be connected to the local PLC panel providing the level to the plant SCADA for indication and alarming.
- Replace Centrate flow mag meter (FIT-7-2)
- Replace existing diluted non-potable differential pressure cell flow transmitter (FIT-7-1 and existing pneumatic control valve (FCV-7-1) with a mag meter and Kinetrol set-up.
- Replace surge return flow mag meter (FIT-7-3) and pneumatic control backwash valve (FCV-7-3) with a Kinetrol set-up.
- Provide site glass, camera, and probe port/conduit for future TSS probe on centrate drain line.

HVAC/Odor Control

- Test and balance the existing system, adjust airflows as needed to return to the designed airflow.
- Clean out odor control ductwork as needed.
- Rework ductwork to reduce clogging. Reduce velocity by increasing duct work size off of conveyor.
- Provide cleanouts in an easy to access locations.
- Provide flow sensors far enough away for the clogging areas of the duct to warn the operators of the issue.
- Provide a clear or transparent flexible duct at the conveyor connections.
- Provide Air Flow sensors and communications to SCADA.
- Replace Sludge Holding Tank (SHT) Foul Air fans 10-1, 10-2, 10-4 with Stainless Steel components (blade, shaft, bearing) similar to rebuild of existing fan 10-3 previously performed.
- Provide SHT Foul Air Bypass similar to existing Dewatering Building Foul Air Bypass.

Electrical

- Replace all VFD's with Danfoss.
- Include All-Test Pro ports on VFDs greater than 60 hp.
- Install new power monitors on all MCCs. Connect to the plant wide SCADA system for monitoring, data log and alarm.
- Provide new Automatic Transfer Switch (ATS).

Miscellaneous

- Replace "exposed" drain piping and roof drains with Schedule 80 or CPVC.
- Upgrade non-potable water hose in Truck Loading Facility Load Out Bay and provide wash down capability in all four corners.
- Improve Truck Loading Facility load out bay drainage system into centrate pit.
- Develop sole source specifications for the following pending final approval by City (Vaughn Rotamix Mixing System, Alfa Laval Centrifuges, Danfoss VFDs, Moyno Sludge Pumps, Velodyne Polymer Blending System)
- Coordinate development of P&IDs with City's Integrator WME.
- Include a construction sequencing plan that is coordinated with Operations, to be included in the project bid specifications.
- Update the CLV WPCF Operations and Maintenance Manual as needed to reflect the final design.

Additional Studies

In addition to the project elements listed above, the City requested that the following be included in the Scope of Work. These results of these evaluation will be added to the *WPCF Dewatering Building Improvements Study, January 2021*, and re-issued.

1) Perform site visit or facilitated virtual meeting with operations staff at one or two treatment plants with similar cake pumping arrangements proposed for this project.
2) Include an electrical investigation and testing of the Dewatering Building electrical gear (Panels, MCCs and PLCs) with replacement, as necessary, based on age and condition. In addition, a Bid Item for electrical gear replacement, will be included in the Bid Form in the event additional replacement is discovered during construction.
3) Include a review of centrate pit sizing and pumping capacity. At a minimum, the centrate pit instrumentation will be updated and replaced with a new bubbler lever monitoring system. The system will also monitor the sump high level alarm of the foul air fans. This level monitoring will be connected to the local PLC panel for providing the level to the plant SCADA for indication and alarming. Evaluate capacity of existing centrate drain line from the dewatering building to the centrate pit. Provide drainage improvement design. At a flow rate over 185 gpm for Centrifuge No.3, the centrate pit backs up (need to investigate level issue in piping)
4) Include air flow and balance study of the Sludge Holding Tank foul air system through to the foul air scrubbers. The City's Maintenance Staff has ongoing problems with pulsation and vibration in the sludge holding tank foul air fans that may be a fan curve, back pressure, or air balance issue.
5) Existing Sludge Holding Tank SHT No.1 and No.2 sludge feed lines penetration to the pumping station is located above the low water level (LWL) and is approximately 230 lineal feet from the pumping station. Current operations require approximately 5 to 6 feet of head above the pipe penetration to provide enough head to the pumping station. This decreased the tank capacity by 20 to 25 percent each. Evaluate the system and design a solution to mitigate the loss of tank storage volume and operational flexibility. Options for this will need to be reviewed by and approved by Operations and incorporated into the Final Design.

100.100.2 **Construction Cost Budget**

100.2.a "***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.b Construction Cost Budget*: $17,500,000**

100.100.3 **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.

100.100.4 **Plan Control and Standards**

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

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II

- Regional Transportation Commission of Southern Nevada Policies and Procedures
- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- Freeway and Arterial System of Transportation (FAST) standards
- National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide
- List other applicable design standards as necessary or delete this line

100.4.b 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.

100.100.5 **Changes to Scope of Services**

100.5.a 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.b 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.

100.100.6 **Responsibilities of the Consultant**

100.6.a 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.b 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.c 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.d 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.e 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.f The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

100.6.g The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by two (2) independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

100.6.h 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.i 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.j 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.k 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.l 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.m 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.n 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.o 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.p 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.q Plan and Special Provision Production and Submission

- All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2018 or newer in accordance with current City of Las Vegas CAD standards, which are found on the city's website.

- 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:
  1. The aerial topography will be converted to a three-dimensional surface of the existing topography
  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
  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
  4. Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
  5. Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model
  6. Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines
  7. Surface elements of the design will be designed three-dimensionally
  8. All curb ramps shall have detailed grading information to show compliance with PROWAG
  9. Intersection grading shall be provided at a level of detail necessary to allow construction to applicable tolerance
  10. Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography.

- Specifications shall be prepared in City standard format using the software program Microsoft Word 2016 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

- All drawing submittals, submitted by the Consultant will be printed on white bond paper. All full size reproducible copies will be on 22" x 34" 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.

- 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.

- 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.

- 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.

100.100.7 Cost Estimates

100.7.a 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 2016 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.

100.7.b 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.

100.7.c **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.

- Section 101 – Preliminary and General Items
- Section 102 – 30% Design Phase
- Section 103 – 50% Design Phase
- Section 104 – 90% Design Phase
- Section 105 – 100% Design Phase
- Section 106 – Bid Phase
- Section 107 – Construction Phase - Additional Services
- Section 108 – Post Construction Phase- Additional Services

100.100.8 **Responsibilities of the City**

100.8.a ***The City shall be responsible for the following:***

- 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.

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

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

- 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

100.8.b **City's Review Process**

- 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.

- 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.

- 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.

- 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.

101 PRELIMINARY AND GENERAL ITEMS

100.101.1 **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.

101.1.a 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.

101.1.b 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.c 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.d ***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.

100.101.2 **Kick-Off Meeting and Design Progress Meetings**

101.2.a 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.b ***Deliverables: Project Kick-Off Meeting Agenda*** and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.c Consultant shall attend approximately **twelve (12)** progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

101.2.d ***Deliverables: Design Progress Meeting Agenda*** and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

100.101.3 **Utility and Agency Coordination - NOT USED**

100.101.4 **Project Permits – NOT USED**

100.101.5 **Public Outreach – NOT USED**

102 30% DESIGN PHASE

102.1.a **Survey**
The Consultant shall utilize the existing *City of Las Vegas, Water Pollution Control Facility, Survey Control Plan* for Control and Design Topographic Surveys, to locate new facilities. No additional surveying is anticipated as part of this scope of work.

100.102.2 **Records Review, Information Research and Analysis of Data**

102.2.a 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.

102.2.b 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.

102.2.c 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.

100.102.3 **Subsurface Utility Engineering (SUE) Services - NOT USED**

100.102.4 **Geotechnical Investigation**

The Consultant shall utilize the existing *Geotechnical Evaluation Las Vegas Water Pollution Control Facility, Odor Control Upgrades and Sludge Blending Facility Report, dated April 9, 2010,* prepared by Ninyo & Moore. No additional geotechnical evaluation is anticipated.

102.4.a ***30% Design Phase Submittal***

102.4.b ***Preliminary Design Report Update***

- City will provide relevant reference documents as well as background information, as built data, and equipment shop submittals to Consultant. Consultant will review the information to assist in the development of the Preliminary Design Report Update.
- After the Kick-Off Meeting, Consultant's key team members will conduct a one (1) day site visit to the WPCF to perform a condition assessment of the items identified in Section 100.100.1 above for additional study. During the site visit, Consultant will discuss the operational and maintenance concerns with City's Operations and Maintenance staff. This will be in addition to the Consultant's team visits to the WPCF for the workshops scoped herein. The Consultant will coordinate the site visit with the City's Project Manager.
- Consultant will update the recently completed *WPCF Dewatering Building Improvements Study, January 2021* with the results of the evaluations performed as part of this Project.
- Consultant with conduct a two (2) hour workshop, two weeks after the submittal of the DRAFT *Updated WPCF Dewatering Building Improvements Study*, to discuss the preliminary results of the evaluation.

102.4.c ***Deliverables: Updated WPCF Dewatering Building Improvements Study*** in electronic .pdf file format.

100.102.5 **Walk Through - NOT USED**

100.102.6 **Overall Project Scope, Schedule and Budget Review - NOT USED**

103 50% DESIGN PHASE

100.103.1 ***50% Design Phase Submittal***

103.1.a ***Draft Final Design Report and Detailed Hydraulic Analysis – NOT USED***

103.1.b ***50% Design Phase Plans***. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 50% plans shall include, but not limited to, the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department

- Abbreviations and Symbols
- Sheet Index with key map
- Removal Plans
- Structural plan drawings
- Mechanical Plan drawings
- Single Line Electrical drawings
- P&IDs
- Special Details as required for the Project
- Design Exception Memorandum

103.1.c ***Deliverables: 50% Design Drawings and Specifications*** ten (10) copies of the half scale plans (11" X 17") and no (0) copies of full size plans (22" x 34") and all associated electronic files to the City: Submit, two (2) copies of the half scale plans; Submit copies of 50% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.d ***50% Design Phase Construction Cost Estimate***. Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

103.1.e ***Deliverables: 50% Cost Estimate*** by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, two (2) copies of the 50% cost estimate.

103.1.f ***50% Design Phase Special Provisions*** - **NOT USED**

103.1.g ***ADA/PROWAG Design Memorandum*** **– NOT USED**

103.1.h ***Quality Control/Quality Assurance (QC/QA)*** Review to be performed as outlined in 100.6.

103.1.j ***Deliverables: QC/QA Certification Letters***. Submit quality assurance review set of plans, quantities of materials, and specifications.

100.103.2 **50% 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 50% 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.

104 90% DESIGN PHASE

100.104.1 **90% Design Phase Submittal**

104.1.a ***90% Design Phase Plans***. This submittal will include further refinement of the 50% plans (including any necessary structural, mechanical, electrical and instrumentation details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include project quantity tables broken down by individual plan sheet.

104.1.b ***Deliverables: 90% Design Drawings and Specifications*** ten (10) copies of the half scale plans (11" X 17") and five (5) copies of full size plans (22" x 34") and all associated electronic files to the City: Submit, two (2) copies of the half scale plans; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.c ***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:

- CLV Sanitation
- LVVWD (and/or other utilities as applicable)
- CLV General Fund

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

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

104.1.f ***90% Design Phase Special Provisions***: Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions.

104.1.g ***ADA/PROWAG Design Memorandum – NOT USED***

104.1.h ***Quality Control/Quality Assurance (QC/QA)*** Review to be performed as outlined in 100.6.

104.1.i ***Deliverables: Submit QC/QA certification letters***. Submit quality assurance review set of plans, quantities of materials, and specifications.

100.104.2 **BUY AMERICA(N) COMPLIANCE- NOT USED**

100.104.3 **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.

100.104.4 **Bidability and Constructability (B&C) – NOT USED**

100.104.5 ***Project Presentations – NOT USED***

100.104.6 **Finalize Permit Applications – NOT USED**

100.104.7 **Phased Construction Sequencing Plan**

104.7.a Sequencing plan will be developed to demonstrate the order of shutdowns and bypasses as required to maintain required dewatering operational capacity throughout construction. Time sensitive shutdowns and limiting factors will be determined

104.7.b The City approved sequencing plan will be integrated into the Project Specifications at 90% and further developed for the final Bid Documents.

105 100% DESIGN PHASE

100.105.1 The 100% submittal shall include all the elements of Section 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, and (2) the Consultant will incorporate all comments on the pre-final submittal into the 100% final (bond) submittal. Plan set bond 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-final bond set of the final plans before preparing the final bond set for this project.

100.105.2 Deliverables for the 100% Pre-Final (Bond) Submittal: Submit ten copies of the half scale plans, two full size plans, all associated electronic files, five copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit 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. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review and to NDEP for Approval to Construct.

100.105.3 Deliverables for the 100% Final (bond) Submittal: One set of 22" X 34" bond plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions, all associated electronic files and 100% Final Cost Estimate by funding source and two copies of final structural calculations. 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 2018 or newer) 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.

106 BID PHASE – (See Additional Services)

100.106.1 **Pre-Bid Conference – (See Additional Services)**

100.106.2 **Bid Requests and Responses – (See Additional Services)**

100.106.3 **Bid Opening - NOT USED**

100.106.4 **Conformed Specifications and Drawings- NOT USED**

107 CONSTRUCTION PHASE – (See Additional Services)

100.107.1 **Pre-Construction Meeting – (See Additional Services)**

100.107.2 **Submittal Review – (See Additional Services)**

100.107.3 ***Construction Support Services – (See Additional Services)***

108 POST CONSTRUCTION PHASE – (See Additional Services)

100.108.1 **Record Drawings – (See Additional Services)**

108.1.a **O&M Manual – (See Additional Services)**

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

200.1.1 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.

200.1.2 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

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.

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
DESIGN PHASE		
Kickoff Meeting	10	
Deliver DRAFT Updated WPCF Dewatering Building Improvements Study	90	
Deliver 50 Percent Submittal	150	
Deliver 90 Percent Submittal	180	
Deliver 100 Percent Pre-Final Submittal	60	After receipt of City 90 Percent Comments
Deliver 100 Percent Final Submittal	30	After receipt of City 100 Percent Pre-Final Comments
BID PHASE		
Deliver Conformed Documents	14	After Bid Opening
CONSTRUCTION PHASE		
Deliver As-Built Documents/O&M Updates	30	After receipt of Contractors FINAL Record Documents
Deliver O&M Updates	60	After Substantial Completion
TOTAL CALENDAR DAYS TO COMPLETE:	**1,400**	

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.

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

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 **$2,412,247.02**. 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).

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 – Section 500), times a multiplier of **3.10**, 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	$1,890,649.74	

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	**$ 77,688.48**
101.2	Kick-Off Meeting and Design Progress Meetings	**$ 27,551.44**
101	**Subtotal Hours**	
101	**Subtotal Fee**	**$ 105,239.92**
102	**30% DESIGN PHASE**	
102.2	Records Review, Information Research and Analysis of Data	**$ 9,980.02**
102.4	Geotechnical Investigation	**$ -**
102.4.b	Preliminary Design Report Update	**$ -**
	Site Walk	**$ 3,547.14**
	Facilitated Site/Virtual Plant Tour (Cake Pumping)	**$ 9,037.15**
	Assist with Polymer Blending Unit Pilot Test	**$ 2,758.50**
	Conduct Electrical Investigation	**$ 9,101.23**
	Centrate Pumping Evaluation	**$ 6,533.68**
	Develop Odor Control Air Balance Plan	**$ 5,913.06**
	Sludge Holding Tank Sludge Feed Pumping Evaluation	**$ 6,533.68**
	DRAFT Updated Preliminary Design Report	**$ 22,910.12**
	Conduct DRAFT Design Report Workshop	**$ 3,993.42**
	FINAL Updated Preliminary Design Report	**$ 8,728.61**
102	**Subtotal Hours**	
102	**Subtotal Fee**	**$ 89,036.62**
103	**50% DESIGN PHASE**	
103.1.1	Draft Final Design Report	**$ -**
103.1.b	50% Design Phase Plans	**$ 708,862.55**
103.1.d	50% Design Phase Construction Cost Estimate	**$ 34,475.10**
103.1.h	Quality Control/Quality Assurance Review	**$ 38,809.15**
103.2	50% Walk Through	**$ 6,065.65**
103	**Subtotal Hours**	
103	**Subtotal Fee**	**$ 788,212.44**
104	**90% DESIGN PHASE**	
104.1.1	Final Design Report	**$ -**
104.1.b	90% Design Phase Plans	**$ 587,480.32**
104.1.c	90% Design Phase Construction Cost Estimate	**$ 34,475.10**
104.1.e	90% Design Phase Special Provisions	**$ 60,427.93**
104.1.h	Quality Control/Quality Assurance Review	**$ 40,023.98**
104.3	90% Walk Through	**$ 6,854.29**
105	**Subtotal Hours**	
105	**Subtotal Fee**	**$ 729,261.61**
105	**100% DESIGN PHASE**	
105.1.2	100% Pre-Final (Bond) Submittal	**$ 89,209.63**
105.1.3	100% Final (Mylar) Submittal	**$ 89,209.63**
105	**Subtotal Hours**	
105	**Subtotal Fee**	**$ 178,419.27**
	Total Basic Services Fee	**$ 1,890,649.74**

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	$521,597.28	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:

- Pre-Bid Conference – The Consultant shall attend the pre-bid conference
- Bid Requests and Responses **-** 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.
- Addenda – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process. For budget purposes, one (1) addendum is assumed.
- Pre-Construction Meeting - The Consultant shall attend the pre-construction meeting.
- Submittal Review - Consultant shall review Contractor's submittals for manufacture certifications, installation instructions, shop drawings and service connections; review Contractor's submittals (such as value engineering items, sample products, etc.). For budget purposes, 150 submittals are anticipated. It is expected that there will be a maximum of two review cycles per submittal and that on average, a submittal will take eight (8) hours for review.
- Project Site Visits – Consultant shall periodically visit the site to examine construction work. For budget purposes, five (5) site visits are assumed. Site visits will be necessary by design engineers from various design disciplines, in performance of this task. A total of five (5) full-day visits (up to two (2) persons) requiring travel is assumed.
- Construction Progress Meetings – Consultant shall attend, as necessary, construction progress meetings. For budget purposes, Consultant will attend one construction meeting per month, for a total of twenty-four (24) progress meetings, up to two (2) hours each.
- Contractor's Request for Information (RFI) – Consultant will respond to contractor submitted RFI's. For budget purposes, 100 RFIs are anticipated and that on average, an RFI will take four (4) hours for review
- Construction Change Orders – Consultant will assist the City in reviewing construction change orders. For budget purposes, five (5) change orders are assumed.
- Attend final walk-through – Consultant will attend the final project walk through and will assist the City in the preparation of the punch list items
- Record Drawings – As requested by the City, Consultant shall provide Record Drawings
- O&M Manual - The Consultant will update the existing Operations and Maintenance (O&M) manual for those areas that were modified by this project.

- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.
- 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.
- Construction Assistance – As required by the City, Consultant shall attend progress meetings during construction of the Project.
- Public Meetings – As required by the City, Consultant shall attend and participate in public meetings.
- 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

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	N/A
Project Manager	$97.97
Sr. Project Engineer	$63.60
Project Engineer	$60.89
Senior Designer	$63.29
Technician / Designer	$46.16
Engineering Intern	$26.00
CAD Tech	$24.00
Clerical	$38.70
PLS	NA
LSI	NA
Survey Crew Member **	NA

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

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.

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
Reprographic
Travel

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.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

DESCRIPTION	Task Amounts
ADDITIONAL DESIGN	
Subtotal Fee	**$ 71,932.66**
CONSTRUCTION PHASE	
Subtotal Fee	**$ 307,040.22**
POST CONSTRUCTION PHASE	
Subtotal Fee	**$ 142,624.40**
Total Additional Services - Fee	**$ 521,597.28**

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Anita Marquez

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Mark Dunbar

601 CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

601.1.1 **CONSULTANT REPRESENTATIVE (who may also be one of the following staff):** Eric G. Leveque

601.1.2 **CONSULTANT REPRESENTATIVE'S SUPERVISOR:** Keli A. Callahan

601.1.3 **PROJECT MANAGER**: Eric G. Leveque

601.1.4 **RESPONSIBLE IN CHARGE PERSON**:
List name of individual Engineer as licensed: Eric G. Leveque

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number: 13149

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:

602.1.2 ENVIRONMENTAL:

602.1.3 CIVIL ENGINEER:

602.1.4 STRUCTURAL ENGINEER:

602.1.5 MECHANICAL ENGINEER:

602.1.6 ELECTRICAL ENGINEER:

602.1.7 LANDSCAPE DESIGN:

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant):

602.1.9 GEOTECHNICAL ENGINEER:

602.1.10 LAND SURVEYOR:

602.1.11 POTHOLING:

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period
Invoice Date:

Consultant:
Project Number:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	**PRELIMINARY AND GENERAL ITEMS**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
102	**PRELIMINARY DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review, Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	Conceptual Alternatives				$0.00	$0.00			
102.6.1.2	Bridge Conceptual Deisgn and Front Sheet				$0.00	$0.00			
102.6.2	Hydraulic Analysis				$0.00	$0.00			
102.7	Walk Through				$0.00	$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				$0.00	$0.00			
103	**70% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
103.1.1	Design Report and Detailed Hydraulic Analysis - NOT USED				$0.00	$0.00			
103.1.2	70% Design Phase Plans				$0.00	$0.00			
103.1.2a	70% Structural Design				$0.00	$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				$0.00	$0.00			
103.1.4	70% Special Provisions-NOT USED				$0.00	$0.00			
103.1.5	ADA/PROWAG Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
103.3	Structures				$0.00	$0.00			
104	**90% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.2a	90% Structural Design				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Final ADA/PROWAG Design Memorandum				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	Sidability and Constructability (B&C)				$0.00	$0.00			
104.5	Final Joe Permit Applications				$0.00	$0.00			
105	**100% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
105.1.2	100% Pre-Final (Bond) Submittal				$0.00	$0.00			
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
105.1.3a	Final Structural Design				$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			
107	**CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
108	**POST CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$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	$0.00			
2	0				$0.00	$0.00			
3	0				$0.00	$0.00			

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	$0.00	$0.00	
Authorized Additional Services:	$0.00	$0.00	
Unauthorized Additional Services Remaining:		$0.00	

Total PO Amount:	**$0.00**
Total Contracted Amount:	**$0.00**
Total Billed to Date:	**$0.00**
PO Balance:	**$0.00**
Contract Balance:	**$0.00**

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 Resolutions 79-99, 105-99 and RA-4-99, 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 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.

4. Incorporation

An updated and notarized 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	
Name: Carollo Engineers, Inc.	
Address: 376 E. Warm Springs Road, Suite 250	**City / ST / Zip:** Las Vegas, NV 89119
Telephone: (702) 429-9347	**EIN or DUNS :** 86-0899222
Block 2: Description / Subject Matter of Contract	
Services for:	**Project Number: 210278-JH**

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company X 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	Jess C. Brown, Senior V.P.	3150 Bristol Street, Suite 500 Costa Mesa, California 92626	(714) 593-5100
2	Christopher T. Cleveland, Senior V.P.	2880 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833	(916) 565-4888
3	R. Paul Walker, Senior V.P.	10375 Richmond Avenue, Suite 1625 Houston, TX 77042	(281) 872-4512
4	John S. Fraser, Senior V.P.	390 Interlocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
5	Brian R. Matson, Senior V.P.	1200 5th Avenue, Suite 900 Seattle, WA 98101	(206) 684-6532
6	Gil F. Crozes, Senior V.P.	707 Wilshire Boulevard, Suite 3920 Los Angeles, CA 90017	(213) 489-1587
7	James P. Hagstrom, Executive V.P. & Director	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
8	Ashwani K. Wason, Executive V.P. & Director	3150 Bristol Street, Suite 500 Costa Mesa, California 92626	(714) 593-5100
9	B. Narayanan, President & Director	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
10	Eric G. Leveque, Senior V.P.	376 E. Warm Springs Road, Suite 250 Las Vegas, NV 89119	(702) 792-3711
11	David C. Sobeck, Executive V.P. & Director	4600 E. Washington Street, Suite 500 Phoenix, AZ 85034	(602) 263-9500
12	Robert S. Cushing, Senior V.P.	301 N. Cattleman Road, Suite 302 Sarasota, FL 34232	(941) 371-9832
13	Douglas J. Lanning, Senior V.P.	3150 Bristol Street, Suite 500 Costa Mesa, California 92626	(714) 593-5100
14	Lyle D. Munce, Senior V.P.	2056 Vista Parkway, Suite 400 West Palm Beach, FL 33411	(561) 868-6400
15	Kenneth A. Wilkins, Senior V.P.	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
16	Larry E. Elliott, Senior V.P.	200 East Robinson Street, Suite 1400 Orlando, FL 32801	(407) 478-4642
17	Rick L. Chan, Senior V.P.	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
18	Walid T. Karam, Senior V.P.	3150 Bristol Street, Suite 500 Costa Mesa, California 92626	(714) 593-5100
19	Russell A. Wachter, Executive V.P. & Director	4600 E. Washington Street, Suite 500 Phoenix, AZ 85034	(602) 263-9500

20	Scott M. Vanier, Senior V.P.	10822 West Toller Drive, Suite 200 Littleton, CO 80127	(303) 980-8260
21	James A. Meyerhofer, Senior V.P.	3150 Bristol Street, Suite 500 Costa Mesa, California 92626	(714) 593-5100
22	Scott E. Parker, Senior V.P.	2880 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833	(916) 565-4888
23	Louis J. Carella, Senior V.P.	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
24	Michael W. Barnes, Secretary	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
25	Vincent S. Hart, Executive V.P.	390 Interlocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
26	Scott P. Hoff, Senior V.P.	14755 Preston Road, Suite 500 Dallas, TX 75254	(972) 239-9949
27	Thomas O. Crowley, V.P.	903 East 104th Street, Suite 230 Kansas City, MO 64131	(816) 942-5027

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: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification *(Notarized signature required in event of contract award per section 4, "Incorporation")*

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.

C. HILL
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 00-63222-1
MY APPT. EXPIRES JUNE 29, 2024

_____
Signature

3/3/2021
Date

Subscribed and sworn to before me this 3RD day of MARCH, 20 21

_____
Notary Signature

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 Resolutions 79-99, 105-99 and RA-4-99, 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 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.

4. Incorporation

An updated and notarized 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	
Name: Carollo Engineers, Inc.	
Address: 376 E. Warm Springs Road, Suite 250	**City / ST / Zip:** Las Vegas, NV 89119
Telephone: (702) 792-3711	**EIN or DUNS :** 86-0899222
Block 2: Description / Subject Matter of Contract	
Services for: WPCF Dewatering Building Improvements	**Project Number: 210278-JH**

Block 3: **Type of Business**

☐ Individual ☐ Partnership ☐ Limited Liability Company X 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	Jess C. Brown, Senior V.P.	3150 Bristol Street, Suite 500 Costa Mesa, California 92626	(714) 593-5100
2	Christopher T. Cleveland, Senior V.P.	2880 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833	(916) 565-4888
3	R. Paul Walker, Senior V.P.	10375 Richmond Avenue, Suite 1625 Houston, TX 77042	(281) 872-4512
4	John S. Fraser, Senior V.P.	390 Interlocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
5	Brian R. Matson, Senior V.P.	1200 5th Avenue, Suite 900 Seattle, WA 98101	(206) 684-6532
6	Gil F. Crozes, Senior V.P.	707 Wilshire Boulevard, Suite 3920 Los Angeles, CA 90017	(213) 489-1587
7	James P. Hagstrom, Executive V.P. & Director	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
8	Ashwani K. Wason, Executive V.P. & Director	3150 Bristol Street, Suite 500 Costa Mesa, California 92626	(714) 593-5100
9	B. Narayanan, President & Director	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
10	Eric G. Leveque, Senior V.P.	376 E. Warm Springs Road, Suite 250 Las Vegas, NV 89119	(702) 792-3711
11	David C. Sobeck, Executive V.P. & Director	4600 E. Washington Street, Suite 500 Phoenix, AZ 85034	(602) 263-9500
12	Robert S. Cushing, Senior V.P.	301 N. Cattleman Road, Suite 302 Sarasota, FL 34232	(941) 371-9832
13	Douglas J. Lanning, Senior V.P.	3150 Bristol Street, Suite 500 Costa Mesa, California 92626	(714) 593-5100
14	Lyle D. Munce, Senior V.P.	2056 Vista Parkway, Suite 400 West Palm Beach, FL 33411	(561) 868-6400
15	Kenneth A. Wilkins, Senior V.P.	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
16	Larry E. Elliott, Senior V.P.	200 East Robinson Street, Suite 1400 Orlando, FL 32801	(407) 478-4642
17	Rick L. Chan, Senior V.P.	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
18	Walid T. Karam, Senior V.P.	3150 Bristol Street, Suite 500 Costa Mesa, California 92626	(714) 593-5100
19	Russell A. Wachter, Executive V.P. & Director	4600 E. Washington Street, Suite 500 Phoenix, AZ 85034	(602) 263-9500

20	Scott M. Vanier, Senior V.P.	10822 West Toller Drive, Suite 200 Littleton, CO 80127	(303) 980-8260
21	James A. Meyerhofer, Senior V.P.	3150 Bristol Street, Suite 500 Costa Mesa, California 92626	(714) 593-5100
22	Scott E. Parker, Senior V.P.	2880 Gateway Oaks Drive, Suite 300 Sacramento, CA 95833	(916) 565-4888
23	Louis J. Carella, Senior V.P.	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
24	Michael W. Barnes, Secretary	2795 Mitchell Drive Walnut Creek, CA 94598	(925) 932-1710
25	Vincent S. Hart, Executive V.P.	390 Interlocken Crescent, Suite 800 Denver, CO 80021	(303) 635-1220
26	Scott P. Hoff, Senior V.P.	14755 Preston Road, Suite 500 Dallas, TX 75254	(972) 239-9949
27	Thomas O. Crowley, V.P.	903 East 104th Street, Suite 230 Kansas City, MO 64131	(816) 942-5027

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: _____

Date of Attached Document: _____ Number of Pages: ____

Contracting Party Certification *(Notarized signature required in event of contract award per section 4, "Incorporation")*

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.

C. HILL
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 00-63222-1
MY APPT. EXPIRES JUNE 29, 2024

_____
Signature

3/3/2021
Date

Subscribed and sworn to before me this 3RD day of MARCH, 20 21

_____
Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
21

DEPARTMENT: Office of Government and Community Affairs **CONSENT**
DIRECTOR: Randy Robison, Acting

SUBJECT:
For possible action to approve the ratification of Maria Jose Trevino Espinosa in a Council support position as a Special Assistant to Council in the Ward 1 office ($64,467 + Benefits - General Fund) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $64,467 + Benefits
Funding Source: General Fund
Dept./Division: City Council - Ward 1

PURPOSE/BACKGROUND:
Pursuant to Section 3.020 of the City Charter, all Council positions are subject to ratification by the City Council. Councilman Knudsen has requested the appointment of Maria Jose Trevino Espinosa to the position of Special Assistant to the Ward 1 office.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
22

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve a Third Amendment to District Office Lease between the City of Las Vegas and Dina Titus, a member of the U.S. House of Representatives, to extend the lease term through December 31, 2022 for the administrative office space located at City Hall, 495 South Main Street - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Both parties mutually agree to amend the Lease to extend the term through December 31, 2022. Rent in the amount of $4,692.50 per month is to remain the same.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Third Amendment to District Office Lease

THIRD AMENDMENT TO DISTRICT OFFICE LEASE

This THIRD AMENDMENT TO DISTRICT OFFICE LEASE (the "Third Amendment") is made by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("City" or "Lessor"), and DINA TITUS, a member of the U.S. House of Representatives ("Lessee"). Lessor and Lessee are sometimes collectively referred to herein as the "Parties".

This Third Amendment is effective on the date ("Effective Date") of approval by the City or Lessee, whichever date is later, as long as approval by one is within thirty (30) calendar days of approval by the other.

RECITALS

WHEREAS, the Parties previously entered into that certain District Office Lease dated May 25, 2017, the First Amendment to District Lease dated April 3, 2019, (the "Agreement"), and the Second Amendment to District Lease dated February 18, 2021, for Lessee to occupy a portion of the real property and building improvements for administrative offices located at 495 South Main Street, Las Vegas, Clark County, Nevada; and

WHEREAS, the Primary Term expires on June 30, 2021; and

WHEREAS, the Parties desire to amend the Agreement to extend the Primary Term.

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth below, the Parties agree to amend the Agreement as follows:

AGREEMENT

1. INCORPORATION OF RECITALS AND EXHIBITS. The above Recitals and all Exhibits attached hereto, if any, are incorporated by this reference and expressly made part of this Third Amendment.

2. Reference Section 3—TERM is amended to extend the Term through December 31, 2022. Rent is to remain the same during the extension period.

3. Capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Agreement.

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

5. In the event of a conflict between any provision(s) of the Agreement, this Third Amendment shall control.

6. In all other respects, the Agreement, as amended by this Third Amendment, is hereby ratified and confirmed, in full.

7. This Third Amendment may be executed in counterparts, and 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, 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date as defined herein.

CITY OF LAS VEGAS
"LESSOR"

By: _____
Carolyn G. Goodman, Mayor

Date of Execution by City: _____

ATTEST:

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

APPROVED AS TO FORM:

By: John S. Ridilla 6/7/21
John S. Ridilla Date
Deputy City Attorney

DINA TITUS
"LESSEE"

By: Dina Titus
Dina Titus
Member of the U.S. House of Representatives

Date of Execution by Lessee: June 23, 2021

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 1 of 5 – 117th Congress)

SECTION A
(Lease Amenities)

Section A sets forth the amenities provided by the Lessor to be included in the Lease and designates whether the leased space will be the Member/Member-Elect's flagship (primary) office. Except as noted below, the amenities listed are not required for all district offices.

To be completed by the Lessor (required amenities):

☑ * **High-Speed Internet Available Within the Leased Space.**
Please list any internet providers known to provide service to the property:
_____

☑ * **Interior Wiring CAT 5e or Better within Leased Space.**

To be completed by the Lessor (optional amenities):

☑ Amenities are separately listed elsewhere in the Lease.
(The below checklist can be left blank if the above box is checked.)

The Lease includes (please check and complete all that apply):

☐ Lockable Space for Networking Equipment.
☐ Telephone Service Available.
☐ Parking. ☐ ____ Assigned Parking Spaces
☐ ____ Unassigned Parking Spaces
☐ General Off-Street Parking on an As-Available Basis
☐ Utilities. Includes: _____
☐ Janitorial Services. Frequency: _____
☐ Trash Removal. Frequency: _____
☐ Carpet Cleaning. Frequency: _____
☐ Window Washing. ☐ Window Treatments.
☐ Tenant Alterations Included In Rental Rate.
☐ After Hours Building Access.
☐ Office Furnishings. Includes: _____
☐ Cable TV Accessible. If checked, Included in Rental Rate: ○ Yes ○ No
☐ Building Manager. ○ Onsite ○ On Call Contact Name: _____
Phone Number: _____ Email Address: _____

To be completed by the Member/Member-elect (required):

⊗ The leased space will serve as my flagship (primary) District Office.
○ The leased space will NOT serve as my flagship (primary) District Office.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

District Office Lease Attachment

SECTION B
(Additional Lease Terms)

1. **Incorporated District Office Lease Attachment.** Lessor (Landlord) and Lessee (Member/Member-Elect of the U.S. House of Representatives) agree that this District Office Lease Attachment ("Attachment") is incorporated into and made part of the Lease ("Lease") and, if applicable, District Office Lease Amendment ("Amendment") to which it is attached.

2. **Performance.** Lessor expressly acknowledges that neither the U.S. House of Representatives (the "House") nor its Officers are liable for the performance of the Lease. Lessor further expressly acknowledges that payments made by the Chief Administrative Officer of the House (the "CAO") to Lessor to satisfy Lessee's rent obligations under the Lease – which payments are made solely on behalf of Lessee in support of his/her official and representational duties as a Member of the House – shall create no legal obligation or liability on the part of the CAO or the House whatsoever. Lessee shall be solely responsible for the performance of the Lease and Lessor expressly agrees to look solely to Lessee for such performance.

3. **Modifications.** Any amendment to the Lease must be in writing and signed by the Lessor and Lessee. Lessor and Lessee also understand and acknowledge that the Administrative Counsel for the CAO ("Administrative Counsel") must review and give approval of any amendment to the Lease prior to its execution.

4. **Compliance with House Rules and Regulations.** Lessor and Lessee understand and acknowledge that the Lease shall not be valid, and the CAO will not authorize the disbursement of funds to the Lessor, until the Administrative Counsel has reviewed the Lease to determine that it complies with the Rules of the House and the Regulations of the Committee on House Administration, and approved the Lease by signing the last page of this Attachment.

5. **Payments.** The Lease is a fixed term lease with monthly installments for which payment is due in arrears on or before the end of each calendar month. In the event of a payment dispute, Lessor agrees to contact the Office of Finance of the House at 202-225-7474 to attempt to resolve the dispute before contacting Lessee.

6. **Void Provisions.** Any provision in the Lease purporting to require the payment of a security deposit shall have no force or effect. Furthermore, any provision in the Lease purporting to vary the dollar amount of the rent specified in the Lease by any cost of living clause, operating expense clause, pro rata expense clause, escalation clause, or any other adjustment or measure during the term of the Lease shall have no force or effect.

7. **Certain Charges.** The parties agree that any charge for default, early termination or cancellation of the Lease which results from actions taken by or on behalf of the Lessee shall be the sole responsibility of the Lessee, and shall not be paid by the CAO on behalf of the Lessee.

8. **Death, Resignation or Removal.** In the event Lessee dies, resigns or is removed from office during the term of the Lease, the Clerk of the House may, at his or her sole option, either: (a)

terminate the Lease by giving thirty (30) days' prior written notice to Lessor; or (b) assume the obligation of the Lease and continue to occupy the premises for a period not to exceed sixty (60) days following the certification of the election of the Lessee's successor. In the event the Clerk elects to terminate the Lease, the commencement date of such thirty (30) day termination notice shall be the date such notice is delivered to the Lessor or, if mailed, the date on which such notice is postmarked.

9. **Term.** The term of the Lease may not exceed the constitutional term of the Congress to which the Lessee has been elected. The Lease may be signed by the Member-Elect before taking office. Should the Member-Elect not take office to serve as a Member of the 117th Congress, the Lease will be considered null and void.

10. **Early Termination.** If either Lessor or Lessee terminates the Lease under the terms of the Lease, the terminating party agrees to promptly file a copy of any termination notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

11. **Assignments.** Lessor shall provide thirty (30) days prior written notice to Lessee before assigning any of its rights, interests or obligations under the Lease, in whole or in part, by operation of law or otherwise. Lessor shall promptly file a copy of any such assignment notice with the Administrative Counsel by e-mail at leases@mail.house.gov. Lessee and the House shall not be responsible for any misdirected payments resulting from Lessor's failure to file an assignment notice in accordance with this section.

12. **Sale or Transfer of Leased Premises.** Lessor shall provide thirty (30) days prior written notice to Lessee in the event (a) of any sale to a third party of any part of the leased premises, or (b) Lessor transfers or otherwise disposes of any of the leased premises, and provide documentation evidencing such sale or transfer in such notice. Lessor shall promptly file a copy of any such sale or transfer notice with the Administrative Counsel by e-mail at leases@mail.house.gov.

13. **Bankruptcy and Foreclosure.** In the event (a) Lessor is placed in bankruptcy proceedings (whether voluntarily or involuntarily), (b) the leased premises is foreclosed upon, or (c) of any similar occurrence, Lessor agrees to promptly notify Lessee in writing. Lessor shall promptly file a copy of any such notice with the Office of Finance, U.S. House of Representatives, O'Neill Federal Building, Suite 3220, Attn: Jason Washington, Washington, D.C. 20515, and with the Administrative Counsel by e-mail at leases@mail.house.gov.

14. **Estoppel Certificates.** Lessee agrees to sign an estoppel certificate relating to the leased premises (usually used in instances when the Lessor is selling or refinancing the building) upon the request of the Lessor. Such an estoppel certificate shall require the review of the Administrative Counsel, prior to Lessee signing the estoppel certificate. Lessor shall promptly provide a copy of any such estoppel certificate to the Administrative Counsel by e-mail at leases@mail.house.gov.

District Office Lease Attachment

15. **Maintenance of Common Areas.** Lessor agrees to maintain in good order, at its sole expense, all public and common areas of the building including, but not limited to, all sidewalks, parking areas, lobbies, elevators, escalators, entryways, exits, alleys and other like areas.

16. **Maintenance of Structural Components.** Lessor also agrees to maintain in good order, repair or replace as needed, at its sole expense, all structural and other components of the premises including, but not limited to, roofs, ceilings, walls (interior and exterior), floors, windows, doors, foundations, fixtures, and all mechanical, plumbing, electrical and air conditioning/heating systems or equipment (including window air conditioning units provided by the Lessor) serving the premises.

17. **Lessor Liability for Failure to Maintain.** Lessor shall be liable for any damage, either to persons or property, sustained by Lessee or any of his or her employees or guests, caused by Lessor's failure to fulfill its obligations under Sections 15 and 16.

18. **Initial Alterations.** Lessor shall make any initial alterations to the leased premises, as requested by Lessee and subject to Lessor's consent, which shall not be unreasonably withheld. The cost of such initial alterations shall be included in the annual rental rate.

19. **Federal Tort Claims Act.** Lessor agrees that the Federal Tort Claims Act, 28 U.S.C. §§ 2671-80, satisfies any and all obligations on the part of the Lessee to purchase private liability insurance. Lessee shall not be required to provide any certificates of insurance to Lessor.

20. **Limitation of Liability.** Lessor agrees that neither Lessee nor the House nor any of the House's officers or employees will indemnify or hold harmless Lessor against any liability of Lessor to any third party that may arise during or as a result of the Lease or Lessee's tenancy.

21. **Compliance with Laws.** Lessor shall be solely responsible for complying with all applicable permitting and zoning ordinances or requirements, and with all local and state building codes, safety codes and handicap accessibility codes (including the Americans with Disabilities Act), both in the common areas of the building and the leased space of the Lessee.

22. **Electronic Funds Transfer.** Lessor agrees to accept monthly rent payments by Electronic Funds Transfer and agrees to provide the Office of Finance, U.S. House of Representatives, with all banking information necessary to facilitate such payments.

23. **Refunds.** Lessor shall promptly refund to the CAO, without formal demand, any payment made to the Lessor by the CAO for any period for which rent is not owed because the Lease has ended or been terminated.

24. **Conflict.** Should any provision of this Attachment be inconsistent with any provision of the attached Lease or attached Amendment, the provisions of this Attachment shall control, and those inconsistent provisions of the Lease or the Amendment shall have no force and effect to the extent of such inconsistency.

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

U.S. House of Representatives
Washington, D.C. 20515

District Office Lease Attachment

(Page 5 of 5 – 117th Congress)

25. **Construction.** Unless the clear meaning requires otherwise, words of feminine, masculine or neuter gender include all other genders and, wherever appropriate, words in the singular include the plural and vice versa.

26. **Fair Market Value.** The Lease or Amendment is entered into at fair market value as the result of a bona fide, arms-length, marketplace transaction. The Lessor and Lessee certify that the parties are not relatives nor have had, or continue to have, a professional or legal relationship (except as a landlord and tenant).

27. **District Certification.** The Lessee certifies that the office space that is the subject of the Lease is located within the district the Lessee was elected to represent unless otherwise authorized by Regulations of the Committee on House Administration.

28. **Counterparts.** This Attachment may be executed in any number of counterparts and by facsimile copy, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument.

29. **Section Headings.** The section headings of this Attachment are for convenience of reference only and shall not be deemed to limit or affect any of the provisions hereof.

IN WITNESS WHEREOF, the parties have duly executed this District Office Lease Attachment as of the later date written below by the Lessor or the Lessee.

_____	Rep Dina Titus
Print Name of Lessor/Landlord	*Print Name of Lessee*
By: _____	Dina Titus
Lessor Signature	*Lessee Signature*
Name:	
Title:	
Approved as to form John S. Ridilla 6/23/21 John S. Ridilla Date Deputy City Attorney	
_____	June 23, 2021
Date	*Date*

From the Member's Office, who is the point of contact for questions?
Name_____ Phone (____) _____ E-mail _____@mail.house.gov

This District Office Lease Attachment and the attached Lease or Amendment have been reviewed and are approved, pursuant to Regulations of the Committee on House Administration.

Signed _____ Date _____, 20_____.
(Administrative Counsel)

Send completed forms to: Administrative Counsel, 217 Ford House Office Building, Washington, D.C. 20515.
Copies may also be faxed to 202-226-0357.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
23

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Tavern-Limited License for BUILDING BLOCK ENTERTAINMENT, LLC dba ART HOUZ THEATERS at 814 South 3rd Street - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Tavern-Limited License.

RECOMMENDATION:
Staff recommends 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

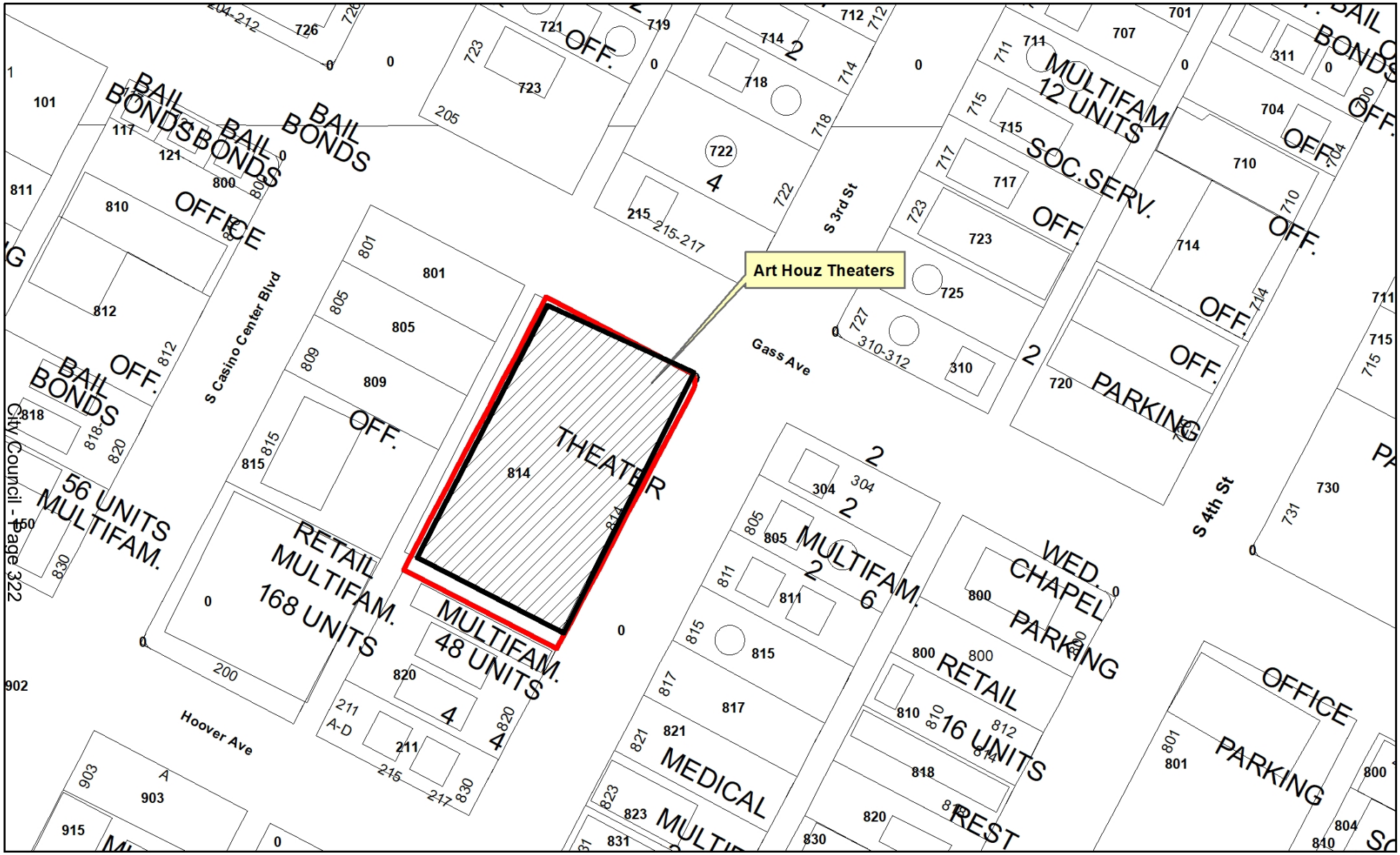
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Tavern-Limited License for BUILDING BLOCK ENTERTAINMENT, LLC dba ART HOUZ THEATERS at 814 South 3rd Street - Ward 3 (Diaz)

OWNERSHIP:

BUILDING BLOCK ENTERTAINMENT, LLC
Steel Building Blocks II, LLC, Managing Member
Silver Horse Theater, LLC, Member
Zachary Smith, Managing Member
Steven Smyser, Managing Member
Aedifex Capital, LLC Series II, Managing Member
Aedifex Strategy, LLC, Managing Member
Steven M. Santiago, Managing Member
GC Advisors, LLC, Member



Art Houz Theaters
814 South 3rd Street
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: Monday, June 7, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
24

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve an Alcoholic Beverage Caterer License for a Change of Ownership FROM: G MICHAEL WHITESIDES TO: GAIL MICHAEL WHITESIDES dba AFFAIRS TO REMEMBER CATERING at 1134 South Rainbow Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve an Alcoholic Beverage Caterer License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

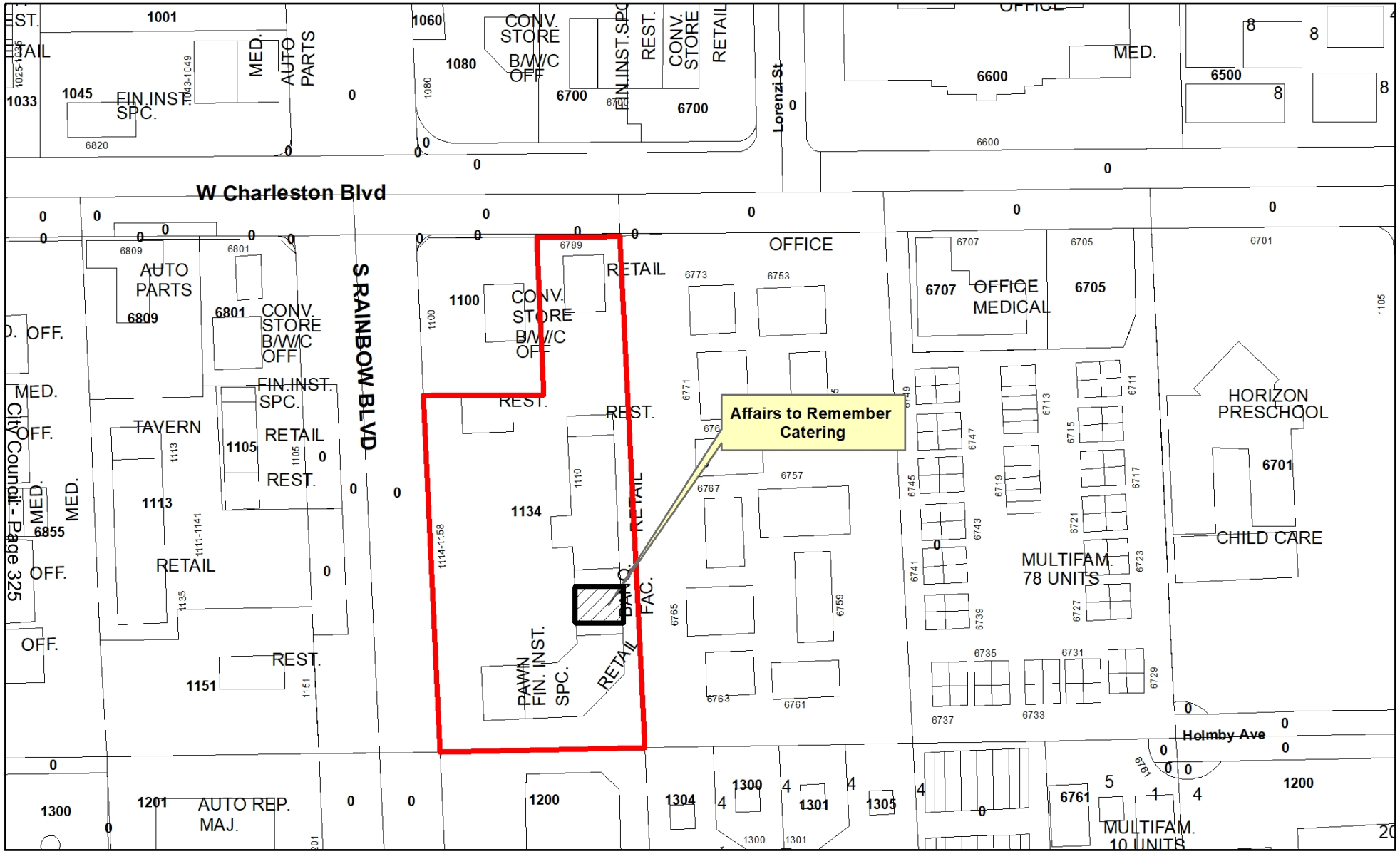
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve an Alcoholic Beverage Caterer License for a Change of Ownership FROM: G MICHAEL WHITESIDES TO: GAIL MICHAEL WHITESIDES dba AFFAIRS TO REMEMBER CATERING at 1134 South Rainbow Boulevard - Ward 1 (Knudsen)

OWNERSHIP:

GAIL MICHAEL WHITESIDES
Gail Michael Whitesides, General Partner
Barbara Linda Whitesides, General Partner



Affairs to Remember Catering

1134 South Rainbow Boulevard

Ward #1

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
25

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Package License for TERRIBLE HERBST, INC. dba TERRIBLE'S MARKET #415 at 2750 Fremont Street - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Package License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

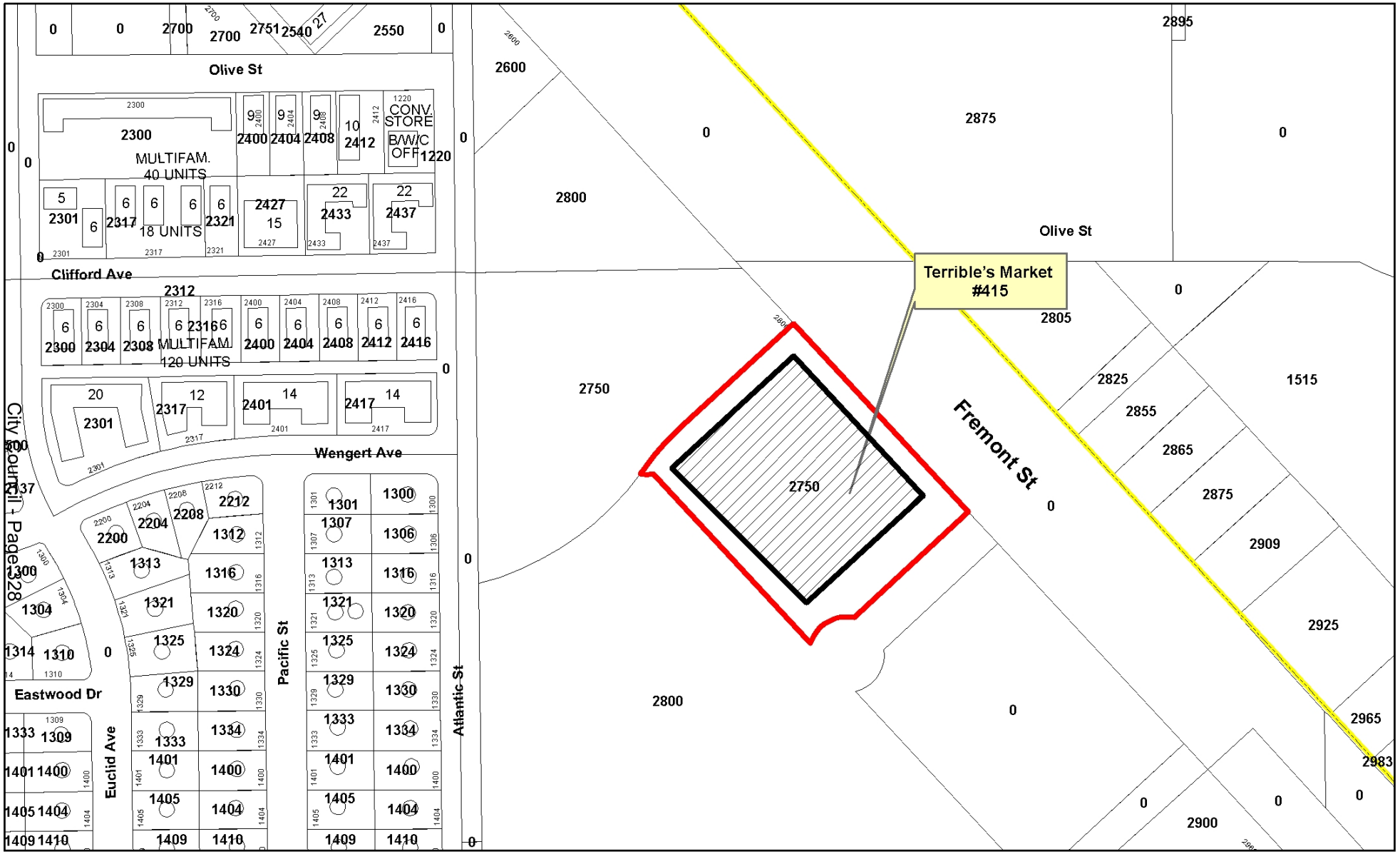
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Package License for TERRIBLE HERBST, INC. dba TERRIBLE'S MARKET #415 at 2750 Fremont Street - Ward 3 (Diaz)

OWNERSHIP:

TERRIBLE HERBST, INC.
Timothy P. Herbst, President, Secretary
Troy Herbst, Treasurer
Maryanna Herbst, Director
Michael Roop, Director
Herbst Family Trust, Shareholder
Timothy P. Herbst, Trustee
Maryanna Herbst, Beneficiary



Terrible's Market #415

2750 Fremont Street

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 13, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
26

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Restricted Gaming License for JETT GAMING, LLC dba JETT GAMING, LLC db at TERRIBLE'S MARKET #415 at 2750 Fremont Street - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 15 slots.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

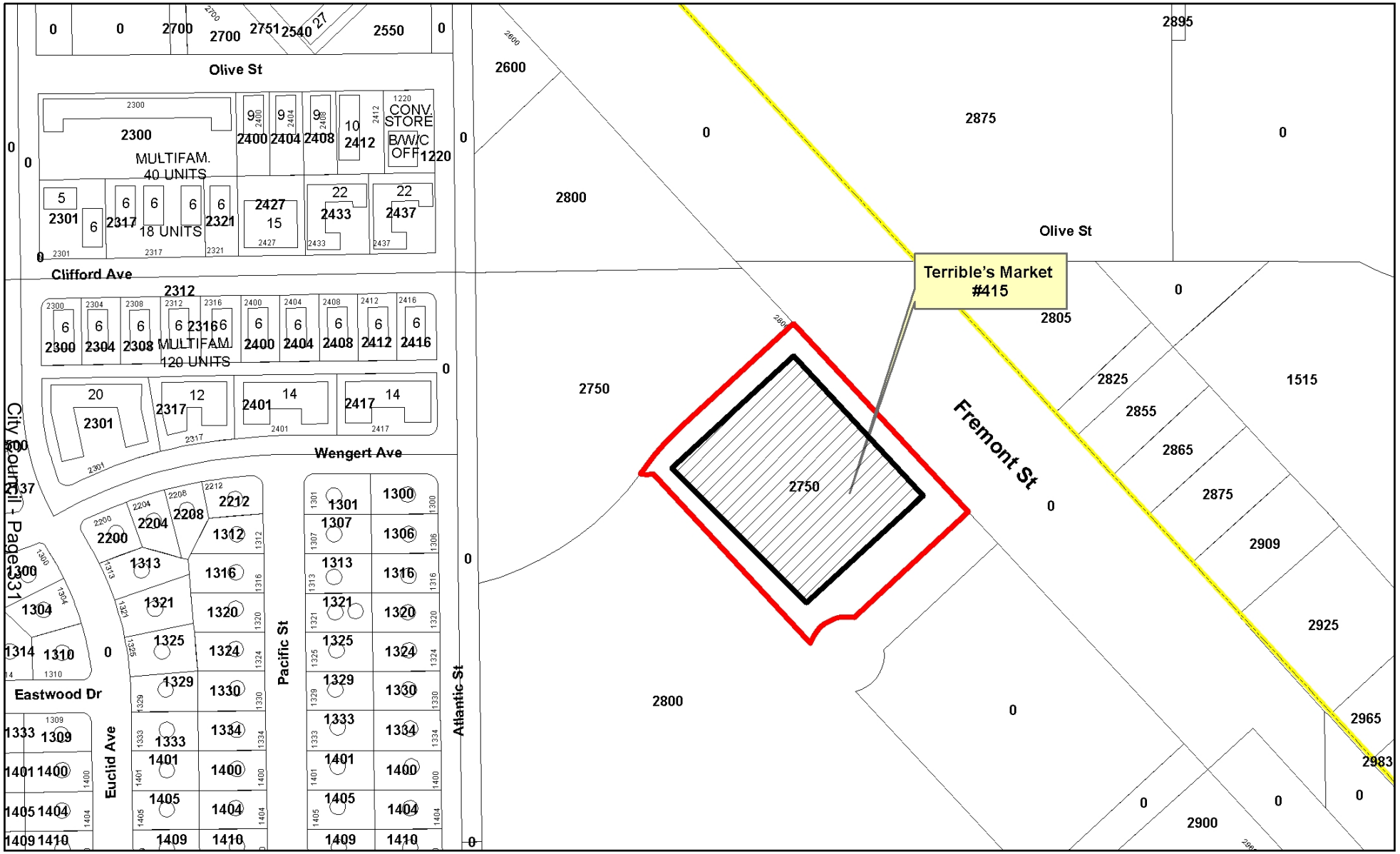
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for JETT GAMING, LLC dba JETT GAMING, LLC db at TERRIBLE'S MARKET #415 at 2750 Fremont Street - Ward 3 (Diaz)

OWNERSHIP:

JETT GAMING, LLC
Marital Trust of the Herbst Gaming Trust, Member
Timothy P. Herbst, Trustee
Maryanna Herbst, Beneficiary
Survivor's Trust of Herbst Gaming Trust, Member
Timothy P. Herbst, Trustee
Maryanna Herbst, Beneficiary
Timothy P. Herbst Gaming Trust, Member
Timothy P. Herbst, Trustee
Timothy P. Herbst, Manager



Terrible's Market #415

2750 Fremont Street

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 13, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
27

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract - Annual Maintenance Work Program for Fiscal Year (FY) 2022 between the City of Las Vegas (CLV) and the Clark County Regional Flood Control District (CCRFCD) to maintain CCRFCD's facilities within the CLV ($3,200,000 - Road and Flood Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $3,200,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/City Engineer

PURPOSE/BACKGROUND:
The Annual Maintenance Work Program for FY 2022 has been developed to maintain regional flood control facilities within the CLV. The basic maintenance to the facilities will be in accordance with performance standards set forth in the current CCRFCD's Operations and Maintenance Manual. The costs shall not exceed $3,200,000. The CCRFCD approved this contract at their June 10, 2021, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract - Annual Maintenance Work Program

INTERLOCAL CONTRACT
ANNUAL MAINTENANCE WORK PROGRAM

THIS CONTRACT, made and entered into this 10th day of June, 2021, by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada, hereinafter referred to as "CITY", and the CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT".

W I T N E S S E T H:

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve and fund projects to maintain flood control improvements; and

WHEREAS, pursuant to NRS 277.180 any one or more public agencies may contract with one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies is authorized by law to perform; and

WHEREAS, the CITY desires to maintain flood control improvements within the CITY in accordance with the maintenance program set forth herein, and hereinafter referred to as "Project"; and

WHEREAS, the facilities upon which maintenance will be done are facilities described in the DISTRICT'S Master Plan.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the parties hereto, the DISTRICT authorizes the Project as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the maintenance of flood control facilities, which are identified in the DISTRICT'S Master Plan facilities including updates and amendments subsequently approved. The basic maintenance to the facilities will be in accordance with performance standards set forth in the current DISTRICT *Operations and Maintenance Manual.*

The Project is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II - PROJECT COSTS

The DISTRICT agrees to make payment for Project costs within the limits specified below:

1. The Project costs shall not exceed $3,200,000.00.

The amounts allocated to each individual facility within the Project must be specified in Exhibit "A". Any changes to said allocated amounts must be approved by the DISTRICT'S Chief Engineer in accordance with Section 4.24 of the DISTRICT *Operations and Maintenance Manual.*

A written request must be made to the DISTRICT and a Supplemental Interlocal Contract approved to increase the amount noted above prior to payment of any additional funds.

2. The CITY and DISTRICT will comply with Section 4.12 of the *Operations and Maintenance Manual.* In accordance with said manual the CITY shall submit invoices together with a detailed summary report of the maintenance service performed. The CITY shall submit an invoice voucher in the manner prescribed by the DISTRICT. The vouchers shall include such information as is necessary for the DISTRICT to determine the nature of all expenditures. Each voucher will clearly indicate that it is for services rendered in performance under this contract. Each voucher will also be accompanied by a written certification from the CITY stating that it is for performance of maintenance activities under this contract and is composed of completed elements set forth in the annual work program.

All invoices must be submitted for payment to:

Clark County Regional Flood Control District
Accounts Payable
600 S. Grand Central Parkway, Suite 300
Las Vegas, Nevada 89106-4511

Payment shall be considered timely if made by the DISTRICT within 30 days of receipt of invoice. Pursuant to Section IV, Paragraph 8, the DISTRICT may, in its sole discretion, withhold payments to the CITY for services rendered if the CITY fails to satisfactorily comply with any term or condition of this contract and/or the DISTRICT *Operations and Maintenance Manual.*

SECTION III - PROJECT TIME

The CITY agrees to perform the Project to the satisfaction of the DISTRICT between July 1, 2021 and June 30, 2022. The DISTRICT may grant extensions or terminate this contract and require all sums advanced to the CITY to be repaid if the CITY fails to perform by said date.

SECTION IV - GENERAL

1. The CITY will complete the Project as set forth in Exhibit "A". The CITY staff personnel responsible for coordination of work under this contract are as listed below:

Mike Janssen, Director of Public Works

It is understood that staff named above will be responsible for work coordination throughout the period of this contract unless the DISTRICT is informed in writing of changes in these personnel assignments.

2. The CITY will comply with Local Purchasing Act, Chapter 332 and Public Works Projects, Chapter 338, of the Nevada Revised Statutes.

3. Applicable portions of the current editions of the *Operations and Maintenance Manual*, *Policies and Procedures Manual*, *Hydrologic Criteria and Drainage Design Manual*, and *Uniform Regulations for the Control of Drainage* adopted by the DISTRICT will apply unless specifically superseded by this CONTRACT.

4. It is the intent of the DISTRICT that scheduling of maintenance and repair of drainage and flood control facilities in general and Master Plan Facilities specifically be coordinated among member entities. Therefore, in those cases where Master Plan approved, and DISTRICT-funded projects have regional flood control significance impacting more than one member entity, the CITY will allow all impacted member entities an opportunity to review the maintenance schedule in order to coordinate maintenance efforts.

5. The Chief Engineer or designee of the DISTRICT shall be responsible for monitoring the performance of the CITY, approval for payment of billings and expenses submitted by the CITY and the acceptance of any report provided by the CITY. The CITY shall be responsible for monitoring performance of CITY staff or private contractors.

6. Accurate documentation of all work performed and payments made will be maintained by the CITY for a period of three (3) years in hard copy form after final project

approval and payments. Following the three year period, the CITY shall keep records for permanent storage in original form, in microfilm/fiche media, or an electronic format.

7. The CITY shall provide right of access to its facilities to the DISTRICT or Chief Engineer at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

8. In the event the CITY fails to perform the maintenance according to the standards specified in this contract and in the DISTRICT *Operations and Maintenance Manual*, the DISTRICT may perform or cause to be performed the maintenance necessary to assure proper operation of the facility. Costs incurred by the DISTRICT shall be reimbursed by the CITY or be deducted from the amount authorized by this contract. The DISTRICT may not exercise this right without giving the CITY specific written notice of the maintenance required and allowing the CITY 60 days within which to perform said maintenance. The notice required by this provision must be sent to:

Mike Janssen
Director of Public Works
City of Las Vegas
333 North Rancho Drive
Las Vegas, Nevada 89106

9. The records of the CITY and/or private contractors pertaining to the subject matter of this contract shall at all reasonable times be subject to inspection and audit by the DISTRICT or an Agent of the DISTRICT.

10. If any provision of this contract shall be deemed in conflict with any statute or rule of law, such provision shall be deemed modified to be in conformance with said statute or rule of law.

11. The CITY, its employees, and representative shall at all times comply with all applicable laws, ordinances, statutes, rules, and regulations in effect at the time work is performed.

12. The CITY hereby agrees to reimburse the DISTRICT if funds are received from other sources for maintenance and repair of drainage and flood control facilities paid for by the DISTRICT.

13. The DISTRICT will not be responsible for any fines and/or penalties caused by the actions or inactions of CITY employees, consultants, contractors, or agents.

14. Any costs found to be improperly allocated to the Project will be refunded by the CITY to the DISTRICT.

15. It is specifically understood and agreed to by and between the parties hereto that it is not intended by any of the provisions of any part of this contract to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this contract.

16. Up to the limits set forth in NRS Chapter 41, the CITY will indemnify and defend the DISTRICT against and from any and all claims and demands of whatsoever nature which arises out of allegations of negligence or misconduct of CITY officers, employees or agents, related to or under this Contract which results from injury to or death of any persons whomsoever, or against and from damage to or loss or destruction of property.

17. This agreement shall be construed and interpreted in accordance with the laws of the State of Nevada.

18. This Contract may be executed in multiple counterparts, each of which shall be deemed an original Contract and each of which shall constitute one and the same Contract. The counterparts of this Contract may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

/

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Parties have caused this Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

Date of District Action

June 10, 2021

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Regional Flood Control District

By: Debra March (Jun 14, 2021 10:32 PDT)
Debra March
Chair

Attest

By: _____
LuAnn Holmes
City Clerk

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: John S. Ridilla 6/23/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Approved as to Form

By: Christopher Figgins (Jun 14, 2021 09:11 PDT) 6/14/21
Christopher Figgins Date
RFCD Attorney

CITY OF LAS VEGAS
MAINTENANCE WORK PLAN SUMMARY
FISCAL YEAR 2021 -2022

Master Plan Facility ID	MWP Facility Number	Facility Description	Cost
CACH, CABZ, CACN, LVBZ, FLBN	LV51	Cedar Avenue Channel/Nellis System	$100,000.00
GONO, GOSO, GOOF, GOCR, GOLM, GOBU, GOBW, APDG, APOF, APP1, GOTE, GO02, APNO, APSP, APBE, APSO, APMD, GOBE, GOL2, GOL3, GOL4, GOL5, APFH, APAD, APCB, APD3, GOWC, GODU, GOLB, GOLO, GOBX, APD2, GOB3, APM5	LV52	Gowan/Angel Park/Lone Mountain System	$800,000.00
LVLM, LVSR, LV15, LVOW, LVRA, LVPK	LV53	Lake Mead/Smoke Ranch/Washington System	$100,000.00
LVMD	LV54	Las Vegas Wash System	$700,000.00
LCME, MECH, MEAL, MEPA, MEOK	LV55	Meadows/Oakey System	$115,000.00
LCLT, WAPR, FWUP, LVWH, FW15, FWOK, FWWL, FWCH, FWSH, LCLO, WAGC, CHRA, LCCH, FWRR, FWR2	LV56	Washington Avenue/Las Vegas Creek System	$385,000.00
RCHO, ANWE, RCHB, RCBC, EKDB, GOAN, CNGT, CNKC, EKHU, BCHU, TSDB, MSNV, LVMJ, LVDE, LVMD, CN95, EKBU, RACO, BRDB, ANRB, CNWE, MOHU, MOIR, MOLC	LV57	US 95/Outer Beltway/Ann Road System	$1,000,000.00
		TOTAL	$3,200,000.00

Oh Sang Kwon — Engineering Project Manager — 4/1/2021 — Date

Exhibit A

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2021-2022

MWP Facility #: LV51
Facility Name: Cedar Avenue Channel/Nellis System
MP Facility ID: CACH 0000 - 0148,
CABZ 0000 - 0010, CACN 0000 - 0049,
LVBZ 0166 - 0223, FLBN 0038-0167

Entity: City of Las Vegas
Date Prepared: 4/1/2021

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$5,000.00				Jun-22
FA	05	Inspect Channels	$1,000.00				Jun-22
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal	$5,000.00				Jun-22
FA	10	Clean and Reshape Channels/Levees	$15,000.00				Jun-22
FA	15	Repair Lined Channel	$5,000.00				Jun-22
	20	Erosion Control and Repair	$10,000.00				Jun-22
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
	35	Fence Repair	$10,000.00				Jun-22
	40	Vegetation Control - Chemical	$5,000.00				Jun-22
	45	Vegetation Control - Mechanical	$10,000.00				Jun-22
	50	Maintain Access Road					
FA	55	Clean & Inspect Inlet/Outlet Structures	$10,000.00				Jun-22
	60	Repair Inlet/Outlet Structures	$5,000.00				
FA	65	Clean Storm Sewer Lines	$2,000.00				Jun-22
FA	70	Storm Sewer Repair	$1,000.00				Jun-22
FA	75	Clean/Flush Culverts & Bridges	$2,000.00				Jun-22
FA	80	Miscellaneous Work Activities	$8,000.00				Jun-22
FA	85	Engineering	$1,000.00				Jun-22
FA	90	Homeless Encampment Cleanup	$5,000.00				Jun-22
		TOTALS	$100,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Cleaned Cedar Avenue channel twice a year (CACH 0000-0148) and graffiti removal. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Inspect and clean storm drain facilities. Clean open channel twice a year (CACH 0000-0148) and graffiti removal. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2021-2022

MWP Facility #: LV52
Facility Name: Gowan/Angel Pk/Lone Mtn System
MP Facility ID: GONO 0000 - 0110, GOSO 0000 - 0462, GODU 0000 - 0050, GOL5 0000-0032 GOOF 0427 - 0775, GOCR 0180 - 0201, GOLB 0000 - 0030, GOL3 0000-0214 GOLM 0000 - 0277, GOBU 0000 - 0136, GOBW 0051-0310, GOBX 0000-0009 APDG 0000 - 0060, APOF 0000 - 0124, APP1 0000 - 0056, GOTE 0000, GOB3 0000 GO02 0000 - 0257, APNO 0015, APNO 0012, GOLO 0152-0332, APNO 0001-0004 APSP 0000 - 0183, APBE 0000 - 0122, APSO 0000, APSO 0020, GOBE 0000-0139 APSO 0204, APSO 0254, APSO 0255, APSO 0345, APMD 0027, APD2 0000 - 0002 APMD 0132, APMD 0190 - 0258, GOL2 0000 - 0014, APD3 0000 - 0021, GOWC 0000, APCB 0000-0080 GOL4 0000 - 0026, APFH 0000 - 0089, APM5 0000-0047, APM5 0047, APAD 0000 - 0225

Entity: City of Las Vegas
Date Prepared: 4/1/2021

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$5,000.00				Jun-22
FA	05	Inspect Channels	$6,000.00				Jun-22
FA	06	Inspect Levees/Detention and Debris Basins	$5,000.00				Jun-22
FA	08	Species Survey and Removal	$5,000.00				Jun-22
	10	Clean and Reshape Channels/Levees	$12,000.00				Jun-22
FA	15	Repair Lined Channel	$485,000.00				Jun-22
FA	20	Erosion Control and Repair	$20,000.00				Jun-22
FA	21	Provide/Maintain Dust Control	$5,000.00				Jun-22
FA	25	Clean Detention Debris Basins	$40,000.00				Jun-22
FA	35	Fence Repair	$30,000.00				Jun-22
	40	Vegetation Control - Chemical	$2,000.00				Jun-22
FA	45	Vegetation Control - Mechanical	$10,000.00				Jun-22
	50	Maintain Access Road	$5,000.00				Jun-22
FA	55	Clean & Inspect Inlet/Outlet Structures	$20,000.00				Jun-22
FA	60	Repair Inlet/Outlet Structures	$20,000.00				Jun-22
	65	Clean Storm Sewer Lines	$10,000.00				Jun-22
FA	70	Storm Sewer Repair	$20,000.00				Jun-22
FA	75	Clean/Flush Culverts & Bridges	$50,000.00				Jun-22
FA	80	Miscellaneous Work Activities	$10,000.00				Jun-22
FA	85	Engineering	$30,000.00				Jun-22
FA	90	Homeless Encampment Cleanup	$10,000.00				Jun-22
		TOTALS	$800,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Repaired section of damaged concrete channel (GOBE0001). Re-grouted and replaced joint seals along Cheyenne Channel. Graffiti and trash removed. Vegetation control and sediment removal throughout the detention basins. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Repair Heavy Erosion on Beltway Channel Embankment and fence reqpair. Modify trash rack in Lone Mountain Detention Basin for Easy Cleaning. Graffiti and trash removal. Vegetation control and sediment removal throughout the detention basins. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2021-2022

MWP Facility #: LV53
Facility Name: Lake Mead/Smoke Ranch/Washington System
MP Facility ID: LVLM 0336 - 0525, LVSR 0312 - 0525,
LV15 0284 - 0474, LVOW 0000 - 0355,
LVRA 0000 - 0066, LVPK 0000 - 0130

Entity: City of Las Vegas
Date Prepared: 4/1/2021

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$5,000.00				Jun-22
FA	05	Inspect Channels	$10,000.00				Jun-22
	06	Inspect Levees/Detention and Debris Basins					
	08	Species Survey and Removal					
FA	10	Clean and Reshape Channels/Levees	$2,500.00				Jun-22
FA	15	Repair Lined Channel	$3,500.00				Jun-22
	20	Erosion Control and Repair					
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
FA	35	Fence Repair	$2,000.00				Jun-22
	40	Vegetation Control - Chemical					
	45	Vegetation Control - Mechanical					
	50	Maintain Access Road					
FA	55	Clean & Inspect Inlet/Outlet Structures	$16,000.00				Jun-22
FA	60	Repair Inlet/Outlet Structures	$5,000.00				Jun-22
FA	65	Clean Storm Sewer Lines	$2,500.00				Jun-22
FA	70	Storm Sewer Repair	$28,000.00				Jun-22
	75	Clean/Flush Culverts & Bridges	$15,000.00				Jun-22
FA	80	Miscellaneous Work Activities	$2,500.00				Jun-22
FA	85	Engineering	$3,000.00				Jun-22
FA	90	Homeless Encampment Cleanup	$5,000.00				Jun-22
		TOTALS	$100,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:
Removed debris and cleaned drop inlets. Routine maintenance work activities.

Work to be completed during current Fiscal Year:
Remove debris, clean drop inlets, and repair any damages. Inspect and clean Peak Drive Channel. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2021-2022

MWP Facility #: LV54
Facility Name: Las Vegas Wash System
MP Facility ID: LVMD 1069 - 1354

Entity: City of Las Vegas
Date Prepared: 4/1/2021

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$10,000.00				Jun-22
FA	05	Inspect Channels	$20,000.00				Jun-22
	06	Inspect Levees/Detention and Debris Basins					
FA	08	Species Survey and Removal	$15,000.00				Jun-22
FA	10	Clean and Reshape Channels/Levees	$85,000.00				Jun-22
FA	15	Repair Lined Channel	$300,000.00				Jun-22
	20	Erosion Control and Repair	$5,000.00				Jun-22
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins					
FA	35	Fence Repair	$20,000.00				Jun-22
	40	Vegetation Control - Chemical					
FA	45	Vegetation Control - Mechanical	$173,000.00				Jun-22
	50	Maintain Access Road	$2,000.00				Jun-22
	55	Clean & Inspect Inlet/Outlet Structures					
	60	Repair Inlet/Outlet Structures					
	65	Clean Storm Sewer Lines					
FA	70	Storm Sewer Repair	$5,000.00				Jun-22
FA	75	Clean/Flush Culverts & Bridges	$5,000.00				Jun-22
FA	80	Miscellaneous Work Activities	$10,000.00				Jun-22
FA	86	Engineering	$30,000.00				Jun-22
FA	90	Homeless Encampment Cleanup	$20,000.00				Jun-22
		TOTALS	$700,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Modified Bonanza system Outlet to address standing water. Repaired damaged gabion met at Sandhill Drive and clean outlet. Cleaned Homeless encampment along the wash. Provide bi-annual vegetation control. Removed sediment deposite along the wash. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Reset Riprap along the wash from Bonanza to Washington. Repair damaged gabion met and provide erosion control along the wash. Homeless encampment cleanup. Provide bi-annual vegetation control. Repair fencing. Continue with the sediment removal. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2021-2022

MWP Facility #: LV56

Facility Name: Washington Ave/Las Vegas Creek System

MP Facility ID: LCLT 0000 - 0034, WAPR 0000 - 0132, FWRR 0000-0010 FWUP 0000 - 0100, LVWH 0086 - 0484, FWR2 0000-0020 FW15 0000 - 0301, FWOK 0000 - 0100, FWWL 0000, FWCH 0000 - 0060, FWSH 0000, LCCH 0513 - 0543, LCLO 0000 - 0054, WAGC 0000 - 0060, CHRA 0000 - 0014

Entity: City of Las Vegas

Date Prepared: 4/1/2021

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date *
FA	03	Facility Assessment and Inventory	$10,000.00				Jun-22
FA	05	Inspect Channels	$10,000.00				Jun-22
	06	Inspect Levees/Detention and Debris Basins	$2,000.00				Jun-22
	08	Species Survey and Removal					
FA	10	Clean and Reshape Channels/Levees	$57,500.00				Jun-22
FA	15	Repair Lined Channel	$50,000.00				Jun-22
	20	Erosion Control and Repair	$5,000.00				Jun-22
	21	Provide/Maintain Dust Control					
	25	Clean Detention Debris Basins	$10,000.00				Jun-22
	35	Fence Repair	$5,000.00				Jun-22
	40	Vegetation Control - Chemical	$2,000.00				Jun-22
	45	Vegetation Control - Mechanical	$2,000.00				Jun-22
	50	Maintain Access Road	$1,000.00				Jun-22
FA	55	Clean & Inspect Inlet/Outlet Structures	$40,000.00				Jun-22
FA	60	Repair Inlet/Outlet Structures	$60,000.00				Jun-22
FA	65	Clean Storm Sewer Lines	$10,000.00				Jun-22
FA	70	Storm Sewer Repair	$7,500.00				Jun-22
FA	75	Clean/Flush Culverts & Bridges	$25,000.00				Jun-22
FA	80	Miscellaneous Work Activities	$5,000.00				Jun-22
FA	85	Engineering	$8,000.00				Jun-22
FA	90	Homeless Encampment Cleanup	$75,000.00				Jun-22
		TOTALS	$385,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

Work completed during prior Fiscal Year:

Removed and cleared vegetation and homeless encampment from the Rainbow Detention Basins. Removed sediments and cleared vegetation from the Freeway Channel openings along I-15 and Veterans Memorial Drive. Removed homeless encampment and repaired fencing along Freeway channel. Installed trash racks on LCCH0518, FW150214 and FWR20000 to deter homeless encampment. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Remove sediments and clear vegetation from the Freeway Channel openings along I-15 and Veterans Memorial Drive. Clean Las Vegas Creek Channel. Homeless encampment cleanup. Repair damage fence. Remove and clear vegetation, sediment and homeless encampment from Rainbow Detention Basin. Routine maintenance work activities.

Consultant/Contractor: N/A

Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541

21_22 Work Schedule
No. 6 WASH. AVE., LV CREEK

REGIONAL FLOOD CONTROL DISTRICT
MAINTENANCE WORK PROGRAM
ANNUAL BUDGET - FY 2021-2022

MWP Facility #: LV57
Facility Name: US95/OuterBeltway/Ann Road System
MP Facility ID: RCHO 0000 - 0071, ANWE 0127 - 0385, CNWE 0020-0314
RCHB 0171 - 0295, RCHB 0000-0151, RCBC 0000-0140
EKDB 0000 - 0070, GOAN 0044 - 0061, GOAN 0065-0127
CNGT 0000 - 0247, CNKC 0000 - 0050, LVMD 2324 - 2789
EKHU 0003 - 0023, BCHU 0000 - 0054, ANRB 0000-0050
MSNV 0000, LVMJ 0000-0100, LVDE 0000-0027, MOHU 0167-0180
CN95 0000 - 0333, EKBU 0000, LVMD 3313-3316, MOIR 0085-0099
RACO 0000-0064, BRDB 0000-0058, TSDB 0000-0012, MOLC 0149

Entity: City of Las Vegas
Date Prepared: 4/1/2021

Force Account/ Contract		Activity	Work Plan Amount ($)	Amended Work Plan Amount ($)	Expended To Date ($)	Percent Complete	Scheduled Completion Date
FA	03	Facility Assessment and Inventory	$10,000.00				Jun-22
	05	Inspect Channels	$5,000.00				Jun-22
	06	Inspect Levees/Detention and Debris Basins	$5,000.00				Jun-22
	08	Species Survey and Removal	$2,000.00				Jun-22
	10	Clean and Reshape Channels/Levees	$5,000.00				Jun-22
FA	15	Repair Lined Channel	$50,000.00				Jun-22
FA	20	Erosion Control and Repair	$105,000.00				Jun-22
FA	21	Provide/Maintain Dust Control	$50,000.00				Jun-22
FA	25	Clean Detention Debris Basins	$470,000.00				Jun-22
FA	35	Fence Repair	$20,000.00				Jun-22
	40	Vegetation Control - Chemical	$5,000.00				Jun-22
	45	Vegetation Control - Mechanical	$5,000.00				Jun-22
FA	50	Maintain Access Road	$50,000.00				Jun-22
FA	55	Clean & Inspect Inlet/Outlet Structures	$40,000.00				Jun-22
FA	60	Repair Inlet/Outlet Structures	$100,000.00				Jun-22
FA	65	Clean Storm Sewer Lines	$20,000.00				Jun-22
FA	70	Storm Sewer Repair	$20,000.00				Jun-22
FA	75	Clean/Flush Culverts & Bridges	$10,000.00				Jun-22
FA	80	Miscellaneous Work Activities	$10,000.00				Jun-22
FA	85	Engineering	$8,000.00				Jun-22
FA	90	Homeless Encampment Cleanup	$10,000.00				Jun-22
		TOTALS	$1,000,000.00	$0.00	$0.00	0.0%	

Delays or Problem Areas:

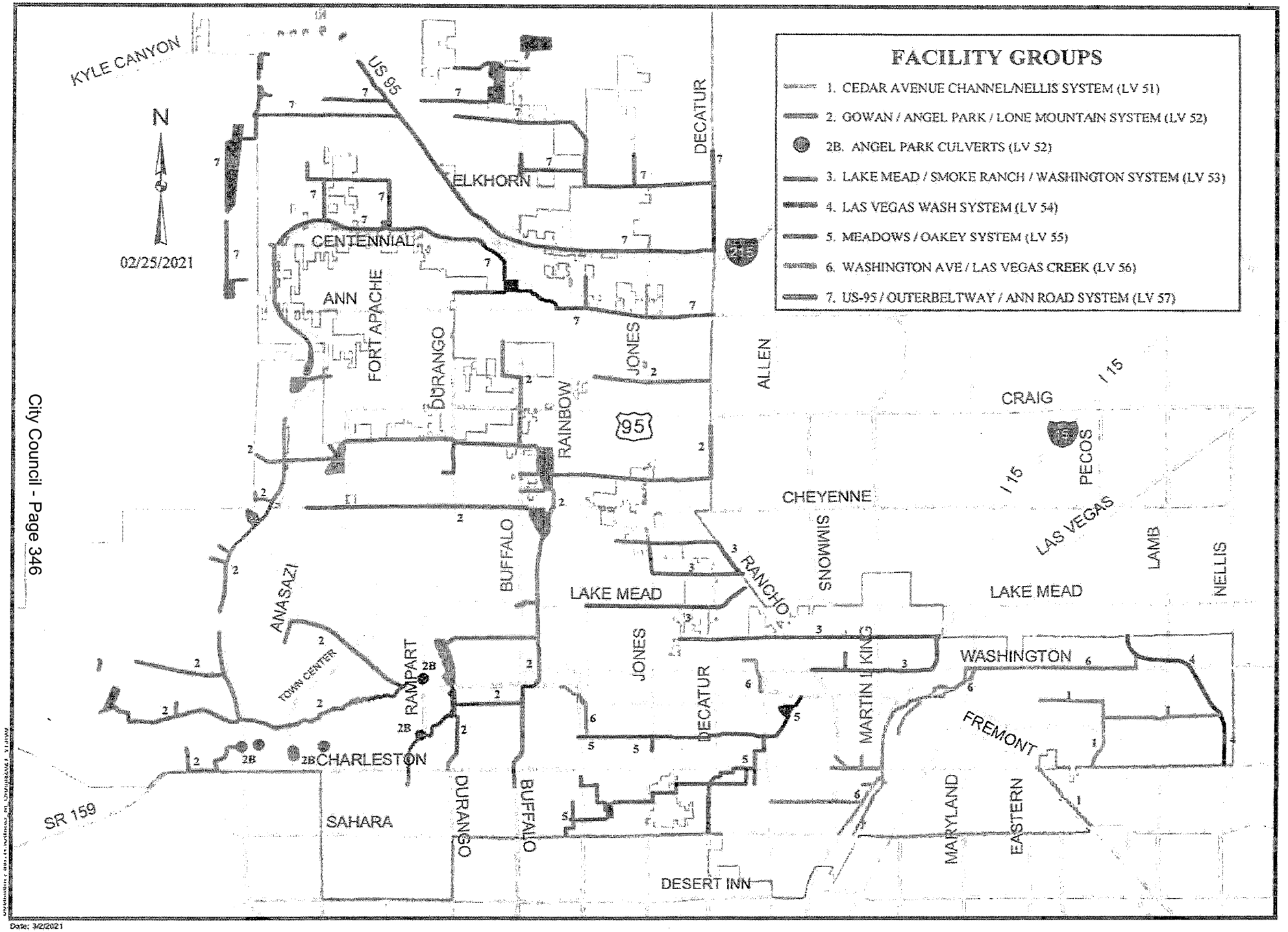
Work completed during prior Fiscal Year:

Removed debris, sediment, and vegetation control in various detention basins. Installed block and chain to Skye Canyon DB1. Routine maintenance work activities.

Work to be completed during current Fiscal Year:

Sediment and vegetation removal from the detention basins. Secure vehical access to CAM10 DB and Channel. Routine maintenance work activities.

Consultant/Contractor: N/A
Project Manager: Oh Sang Kwon, P.E./Matthew Meyer, P.E. Phone Number: 702-229-6541



Date: 3/2/2021

OPERATION AND MAINTENANCE PROJECTS

EXHIBIT A

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
28

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve the dedication of right-of-way from a portion of the City of Las Vegas owned property, located at 333 North Rancho Drive, for the future Rancho Drive Complete Streets Project, APN 139-29-801-006 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The right-of-way dedication is for a small strip of land along APN 139-29-801-006 to widen the public right-of-way.

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 right-of-way dedication.

BACKUP DOCUMENTATION:
1. Exhibit

EXHIBIT



RANCHO DRIVE CAPACITY IMPROVEMENTS

LEGEND

- Subject Parcel
- Area of Dedication
- Right-of-Way

PARCEL NO: 139-29-801-006
OWNER: City of Las Vegas
SECTION, TOWNSHIP, RANGE: SECTION 29, T. 20 S., R 61 E.
AREA OF SUBJECT PARCEL(S): 2.61 total acres +-
AREA OF DEDICATION: 861 total sf +-

Date: 6/28/2021

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
29

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve staff to acquire various real property rights and a right-of-way dedication of a portion of the City of Las Vegas owned property for the future Lake Mead, Losee to Simmons Street Rehab and Complete Street Upgrades Project, multiple APNs ($10,000 - Regional Transportation Commission [RTC] Funds) - Ward 5 (Crear)

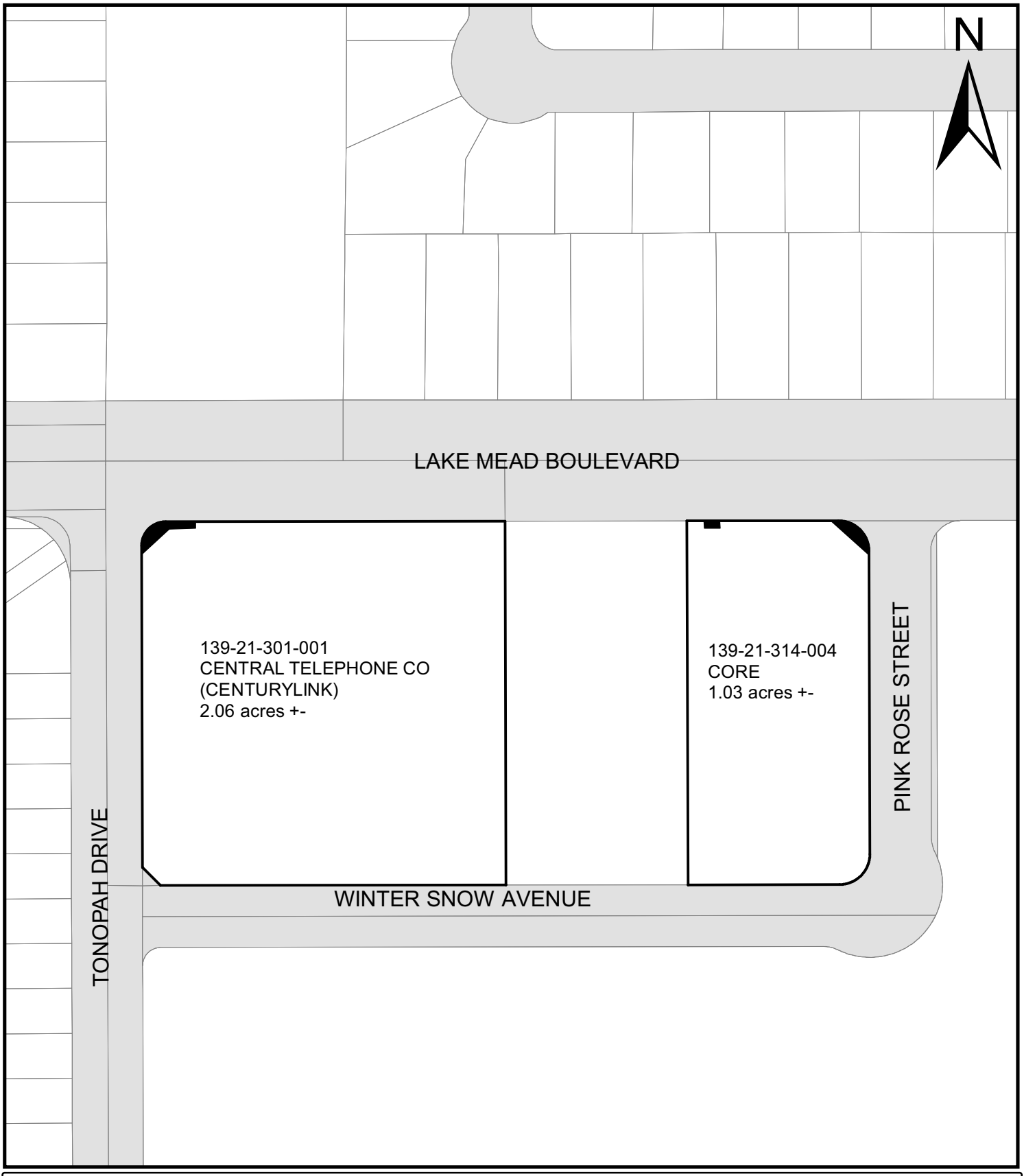
FISCAL IMPACT:
Budget Funds Available
Amount: $10,000
Funding Source: RTC Funds
Dept./Division: Public Works/Right-of-Way

PURPOSE/BACKGROUND:
The acquisition of various real property rights is needed to construct pedestrian safety improvements, traffic signal upgrades, sewer rehabilitation, and widen sidewalks along Lake Mead Boulevard from Losee Road to Simmons Street (APNs 139-21-301-001, 139-21-314-004, 139-21-610-293 and 139-21-701-003.

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 real property rights.

BACKUP DOCUMENTATION:
1. Exhibit A-1
2. Exhibit A-2

EXHIBIT A-1



LEGEND

- Subject Parcel
- Area of Acquisition
- Right-of-Way

LAKE MEAD STREET REHABILITATION

PARCEL NO: 139-21-301-001, 139-21-314-004

OWNER:

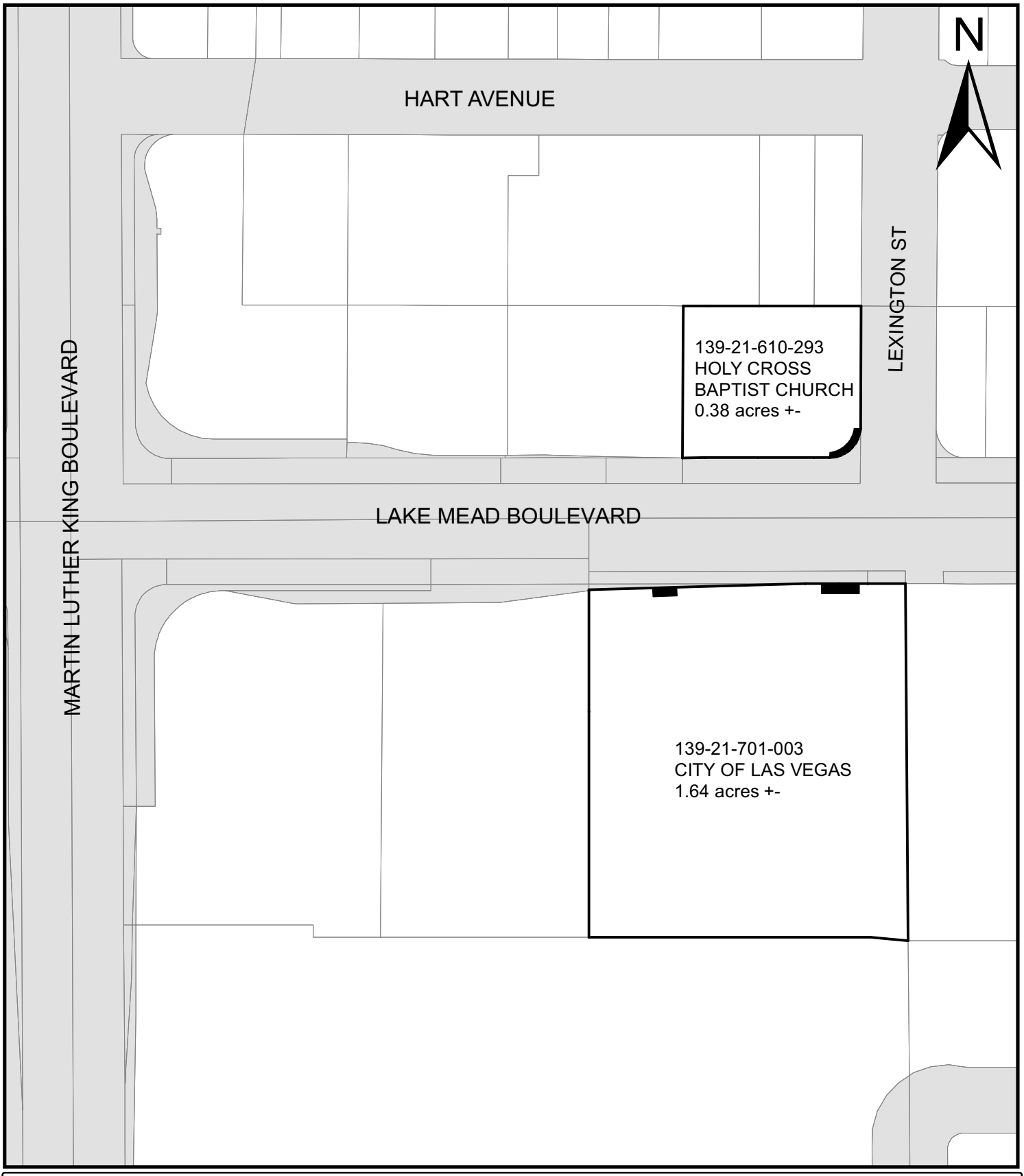
SECTION, TOWNSHIP, RANGE: SECTION 21, T. 20 S., R 61 E.

AREA OF SUBJECT PARCEL(S): 3.09 total acres +-

AREA OF DEDICATION: 900 total sf +-

Date: 6/3/2021

EXHIBIT A-2



LAKE MEAD STREET REHABILITATION

LEGEND

- Subject Parcel
- Area of Acquisition
- Right-of-Way

PARCEL NO: 139-21-610-293, 139-21-701-003

SECTION, TOWNSHIP, RANGE: SECTION 21, T. 20 S., R 61 E.

AREA OF SUBJECT PARCEL(S): 2.02 total acres +-

AREA OF DEDICATION: 550 total sf +-

Date: 6/3/2021

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
30

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1272 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Downtown Mobility Improvements Project ($600,000 - Traffic Improvements Capital Project Fund [CPF]) - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $600,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
Interlocal Contract 1272 applies to construction of the foundation for sign poles, installation of the sign poles, and installation of digital signage in support of the overall Downtown Mobility Improvements Project. This program includes operation and maintenance of the Downtown Loop Micromobility Service that enhances the ability for pedestrians to traverse the downtown area by providing direct service to major tourist destinations. Total funding for the project from Question 10 funds shall not exceed $600,000. The RTC approved this contract at their May 20, 2021, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1272

DocuSign Envelope ID: 96F1D468-2B49-46D4-BF3A-E203EF11B357

Contract #1272

INTERLOCAL CONTRACT
DOWNTOWN MOBILITY IMPROVEMENT PROGRAM: DESTINATION DIGITAL SIGN INSTALLATIONS CITY OF LAS VEGAS

THIS INTERLOCAL CONTRACT is made and entered into this 20TH day of May 2021, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the CITY intends to construct Downtown Mobility Improvement Program: Destination Digital Sign Installations City of Las Vegas, which is included on the adopted RTC Capital Improvements Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the PROJECT was designed under contract 1189 Downtown Mobility Improvements Program: Fiscal Year 2021; and

WHEREAS, the CITY is requesting funds to commence construction of the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1272 applies to installation of digital signage in support of the overall Downtown Mobility Improvement Program that includes operation and maintenance of the Downtown Loop micromobility service that enhances the ability for pedestrians to traverse the Downtown area by providing direct service to major tourist destinations. This project includes digital sign installations, construction of the foundation for sign poles, installation of the sign poles, electrical conduit with conductors to nearest power source, fiber optic conduit connections, associated pull boxes, and any other appurtenant items necessary to complete the functional project. The Project is more specifically described in Exhibit "A" which is hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide funding for all costs associated with the PROJECT from the Highway Improvement Acquisition Fund as outlined below:

1. The total cost for this contract shall not exceed $600,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $0.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $600,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL

1. The title sheet of both the plans and specifications shall designate the RTC as the funding agency. If construction funds are provided by sources other than the RTC, the plans, contract documents, special provisions, and PROJECT signs shall also show the RTC as a funding agency.

2. Preliminary engineering, design and right-of-way engineering shall be performed by the CITY or by a consultant employed by the CITY.

3. The design, construction, right-of-way acquisition and contract administration of the PROJECT shall comply with the requirements as set forth in the current "Policies and Procedures" of the RTC.

4. The CITY's Department of Public Works has a policy which effectively prohibits utility cuts through the pavement for a period of five years after the completion of a PROJECT.

5. Upon completion of the construction of the PROJECT, it shall be maintained by the CITY and no funding is provided by this Contract for such maintenance.

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of June 30, 2026. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

7. It is understood and agreed that the purpose of this Interlocal Contract is to fund the PROJECT as herein above set forth. It is further understood and agreed that the CITY is responsible for the design and construction of the PROJECT. The CITY will be responsible for the actions or inactions of its Officers and Employees. The RTC's sole responsibility is to facilitate funding for the PROJECT. The RTC disavows any responsibility for the actions or inactions of the CITY, its Officers, Employees, or agents.

8. Should the construction funds be provided by sources other than the RTC, the CITY will reimburse the RTC for a percentage of the preliminary engineering and design costs associated with other funding sources, as mutually agreed upon by the RTC and the CITY.

IN WITNESS WHEREOF, this Interlocal Contract #1272 is effective as of the date first set forth above.

Date of Commission Action:

May 20, 2021

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form: John S. Ridilla
Deputy City Attorney

John S. Ridilla 6/22/21

Deputy City Attorney Date

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
31

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1000 - Supplemental No. 3 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase total project funding for the Charleston Boulevard Complete Street: Martin L. King Boulevard to Rancho Drive Project ($2,000,000 - Road and Flood Capital Project Fund [CPF]) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $2,000,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
Interlocal Contract 1000 applies to engineering and right-of-way for the Charleston Boulevard Complete Street: Martin L. King Boulevard to Rancho Drive Project. This Supplemental No. 3 contract will provide an additional $2,000,000 towards right-of-way acquisition costs. Total funding for the project from Fuel Revenue Indexing Extension funds shall not exceed $13,250,000. The RTC approved this contract at their May 20, 2021, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1000 - Supplemental No. 3

DocuSign Envelope ID: 96F1D468-2B49-46D4-BF3A-E203EF11B357

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
CHARLESTON BOULEVARD COMPLETE STREET:
MARTIN L. KING BOULEVARD TO RANCHO DRIVE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 is made and entered into this 20TH day of May 2021, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1000 dated March 8, 2018, and supplemental interlocal contracts dated June 14, 2018, and August 13, 2020, for improvements to Charleston Boulevard Complete Street: Martin L. King Boulevard to Rancho Drive, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY wishes to increase total PROJECT funding; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; Paragraphs 1 and 2 shall be revised to read as follows:

1. The total cost for this contract shall not exceed $13,250,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
    a. ENGINEERING not to exceed $1,960,000.00
    b. RIGHT-OF-WAY not to exceed $11,290,000.00
    c. CONSTRUCTION not to exceed $0.00

The remainder of the Interlocal Contract #1000 dated March 8, 2018, and supplemental interlocal contracts dated June14, 2018, and August 13, 2020, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action:

May 20, 2021

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 6/22/21

Deputy City Attorney Date

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
32

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 959 - Supplemental No. 3 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase total project funding for the Grand Teton Drive Overpass at US-95 Project ($450,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $450,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
Interlocal Contract 959 applies to engineering and right-of-way for the Grand Teton Drive Overpass at US-95 Project. This Supplemental No. 3 contract will provide an additional $450,000 for the design of the project. Total funding for the project from Fuel Revenue Indexing Extension funds shall not exceed $1,600,000. The RTC approved this contract at their May 20, 2021, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 959 - Supplemental No. 3

DocuSign Envelope ID: 96F1D468-2B49-46D4-BF3A-E203EF11B357

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
GRAND TETON DRIVE OVERPASS AT US 95

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 is made and entered into this 20TH day of May 2021, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #959 dated September 14, 2017, and supplemental interlocal contracts dated August 9, 2018, and October 11, 2018, for improvements to Grand Teton Drive Overpass at US 95, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY wishes to increase total PROJECT funding; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; Paragraphs 1 and 2 shall be revised to read as follows:

1. The total cost for this contract shall not exceed $1,600,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
    a. ENGINEERING not to exceed $850,000.00
    b. RIGHT-OF-WAY not to exceed $750,000.00
    c. CONSTRUCTION not to exceed $0.00

The remainder of the Interlocal Contract #959 dated September 14, 2017, and supplemental interlocal contracts dated August 9, 2018, and October 11, 2018, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action:

May 20, 2021

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 6/22/21

Deputy City Attorney Date

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
33

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1015 - Supplemental No. 1 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase total funding for the Rancho Drive, Sahara Avenue to Mesquite Avenue Project ($370,000 - Road and Flood Capital Project Fund [CPF]) - Wards 1 and 5 (Knudsen and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $370,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
Interlocal Contract 1015 applies to engineering for the Rancho Drive, Sahara Avenue to Mesquite Avenue Project. This Supplemental No. 1 contract will provide an additional $370,000 for the design of the project. Total funding for the project from Fuel Revenue Indexing Extension funds shall not exceed $2,020,000. The RTC approved this contract at their May 20, 2021, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1015 - Supplemental No. 1

DocuSign Envelope ID: 96F1D468-2B49-46D4-BF3A-E203EF11B357

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
RANCHO DRIVE, SAHARA AVENUE TO MESQUITE AVENUE

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 20TH day of May 2021, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1015 dated July 12, 2018, for improvements to Rancho Drive, Sahara Avenue to Mesquite Avenue, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY wishes to increase total PROJECT funding; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; Paragraphs 1 and 2 shall be revised to read as follows:

1. The total cost for this contract shall not exceed $2,020,000.00.
2. Authorizations to Proceed (ATP) are granted as follows:
    a. ENGINEERING not to exceed $2,020,000.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $0.00

The remainder of the Interlocal Contract #1015 dated July 12, 2018, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

May 20, 2021

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Debra March AEE79BE2E54C481...

DEBRA MARCH, Chairwoman

Attest:

DocuSigned by: Marin DuBois 67F25985C7F8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 6/22/21

Deputy City Attorney Date

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
34

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Cooperative Agreement PR317-21-063 between the City of Las Vegas (CLV) and the State of Nevada Department of Transportation (NDOT) to complete the National Environmental Policy Act (NEPA) Study and preliminary design for the Charleston Underpass Project encompassing reconstruction of the UPRR underpass of Charleston Boulevard between Grand Central Parkway and Art Way ($3,062,700 - Road and Flood Capital Project Fund [CPF]) - Wards 1 and 3 (Knudsen and Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $3,062,700
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
Cooperative Agreement PR317-21-063 applies to the NEPA Study and preliminary design for reconstruction of the UPRR underpass of Charleston Boulevard between Grand Central Parkway and Art Way. The CLV was awarded $2,909,565 from the Highway Infrastructure Program (HIP) Clark funds and will provide matching funds in the amount of $153,135. The total amount of funding for the project shall not exceed $3,062,700.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Agreement PR317-21-063

COOPERATIVE (LOCAL PUBLIC AGENCY) AGREEMENT
CHARLESTON UNDERPASS PROJECT

This Agreement is made and entered on , by and between the STATE OF NEVADA, acting by and through its Department of Transportation (hereinafter "DEPARTMENT") and the City of Las Vegas, 495 S. Main St., Las Vegas, NV 89101 (hereinafter "CITY").

WITNESSETH:

WHEREAS, agreements between the DEPARTMENT and local public agencies are authorized under Nevada Revised Statutes (NRS) Chapters 277 and 408; and

WHEREAS, the DEPARTMENT and the Nevada Division of the Federal Highway Administration (FHWA) have entered into a Stewardship Agreement pursuant to Title 23 United States Code (U.S.C.) § 106; and

WHEREAS, NRS 408.245 authorizes the DEPARTMENT to act as agent and to accept federal funds on behalf of local public agencies; and

WHEREAS, 23 Code of Federal Regulations (CFR) § 635.105(a) provides the DEPARTMENT shall be responsible for insuring that local public agency projects receiving federal funds receive adequate supervision and inspection to insure that such projects are completed in conformance with approved plans and specifications; and

WHEREAS, the CITY is willing to agree to Complete all Preliminary Design and Activities necessary for completion of the National Environmental Policy Act (NEPA) process, for the Reconstruction of the UPRR underpass of Charleston Blvd., between Grand Central Pkwy., and Art Way, as outlined in the Scope of Work, attached hereto and incorporated herein as Attachment A (hereinafter "PROJECT"); and

WHEREAS, the PROJECT has been approved by the Regional Transportation Commission for Southern Nevada for Federal Highway Improvement Program (HIP) Clark funds; and

WHEREAS, the CITY is a sub-recipient of federal transportation funds, Catalog of Federal Domestic Assistance (CFDA) Number 20.205 and the CITY's Data Universal Numbering System (DUNS) Number 30381610 will be used for reporting purposes; and

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, it is agreed as follows:

ARTICLE I - DEPARTMENT AGREES:

1. To assist the CITY with: (a) completing the National Environmental Policy Act (NEPA) documentation in conformance with 23 CFR Part 771 and (b) obtaining the environmental permits and clearances.

2. To ensure that the CITY's actions are in accordance with applicable Federal and

State regulations and policies.

3. To obligate Federal HIP Clark funding for the PROJECT in a maximum amount of Two Million Nine Hundred Nine Thousand Five Hundred Sixty-Five and No/100 Dollars ($2,909,565.00).

4. To establish a Project Identification Number to track all PROJECT costs.

5. Once the funding is obligated, to provide the CITY with a written "Notice to Proceed" authorizing the preliminary engineering of the PROJECT. The "Notice to Proceed" will include the Federal Award Identification Number (FAIN) and the "project end date" mutually established by both parties in conformance with the requirements of 2 CFR Part 200.

6. Upon receipt of the NEPA documentation, environmental permits and clearances, to ensure that applicable environmental laws and regulations are met on the PROJECT and to certify the PROJECT to FHWA in accordance with Federal requirements.

7. To review and comment on the CITY's design (including plans, specifications and estimates) within fifteen (15) working days from receipt of submittal of such design and to ensure that DEPARTMENT, American Association of State Highway Transportation Officials (AASHTO) and Manual on Uniform Traffic Control Devices (MUTCD) Guidelines are followed and that the design meets the requirements of the Americans with Disability Act (ADA).

8. To review all exceptions to DEPARTMENT and AASHTO design standards, and to approve those exceptions when acceptable to the DEPARTMENT.

9. To provide an overall Disadvantaged Business Enterprise (DBE)/Small Business Enterprises (SBE) participation goal and/or training hours for the PROJECT based on the DEPARTMENT's DBE/SBE Program, subject to and in accordance with Federal and State law and any other applicable laws, rules and regulations.

10. To review the DBE/SBE information submitted to the CITY by bidders on the PROJECT for compliance with 49 CFR Part 26 and to provide the CITY with the results of such review.

11. To assign a Local Public Agency Coordinator and a resident engineer to act as the DEPARTMENT's representatives to monitor the CITY's compliance with applicable Federal and State requirements.

12. To reimburse the CITY upon receipt of an invoice for ninety-five percent (95%) of eligible PROJECT costs based on supporting documentation minus any DEPARTMENT eligible PROJECT costs. Total reimbursement shall not exceed the total obligated amount, as established in ARTICLE I, Paragraph 3, minus any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT eligible PROJECT costs are shown in Article III, Paragraph 5. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the State Administrative Manual (SAM), incorporated herein by reference. The SAM may be obtained from http://budget.nv.gov/uploadedFiles/budgetnvgov/content/Governance/SAM.pdf.

ARTICLE II - CITY AGREES:

1. To perform or have performed by consultant forces: (a) the design of the

PROJECT (including the development of plans, specifications and estimates); (b) the completion of the NEPA documentation in conformance with 23 CFR Part 771; and (c) the acquisition of environmental permits and clearances of the PROJECT, as outlined in Attachment A, in accordance with Federal, State, and local laws, regulations, ordinances, and policies, including but not limited to those listed in the FHWA "Contract Administration Core Curriculum Participant's Manual and Reference Guide" at http://www.fhwa.dot.gov/programadmin/contracts/coretoc.cfm, incorporated herein by reference. The PROJECT shall be designed and constructed in accordance with DEPARTMENT standards. The PROJECT shall be operated and maintained in accordance with applicable Federal, State, and local laws, regulations, ordinances, and policies.

2. To invite the DEPARTMENT to PROJECT meetings, including but not limited to field reviews and review meetings.

3. To submit to the DEPARTMENT for review and approval preliminary plans at sixty percent (60%), ninety percent (90%), and one hundred percent (100%) design phases. The ninety percent (90%) and one hundred percent (100%) submittals shall include the PROJECT specifications, cost estimate, and bid documents, which must include the provisions listed in Attachment B "Required Documents in Bid Packets of Projects," attached hereto and incorporated herein

4. To obtain the DEPARTMENT's approval for all exceptions to DEPARTMENT and AASHTO design standards.

5. To incorporate all required DBE/SBE goals and/or training hours into the consultant contract for the PROJECT as well as all applicable Federal and State required provisions and terms regarding the DBE/SBE goals and/or training hours.

6. To submit to the DEPARTMENT the DBE/SBE information submitted by bidders on the PROJECT to show their compliance with 49 CFR Part 26 and to provide any supporting documentation required to clarify the DBE/SBE information provided for review by the DEPARTMENT prior to making a determination of the lowest responsive and responsible bidder.

7. To monitor the consultant and/or contractor on the PROJECT to ensure that DBE/SBE goals and/or training hours are being met in accordance with all applicable Federal and State laws, including but not limited to 49 CFR Part 26, and to make available to the DEPARTMENT all necessary documents to support compliance with the DBE/SBE and/or training standards.

8. To provide to the DEPARTMENT all reporting and project documentation, as necessary for financial management, required by applicable Federal requirements and any future Federal reporting requirements and to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A available at http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf.

9. As work progresses on the PROJECT, the CITY shall provide the DEPARTMENT with monthly invoices for payment of the PROJECT costs. The final invoice must be submitted within ninety (90) calendar days of the acceptance of the PROJECT by the DEPARTMENT. The invoice shall be based upon and accompanied by auditable supporting documentation. Total reimbursement shall not exceed the total obligated amount, as

established in Article I, Paragraph 3, less any DEPARTMENT eligible PROJECT costs. The estimated DEPARTMENT PROJECT costs are shown in Article III, Paragraph 5. Invoices for the preliminary engineering and right-of-way phases shall be forwarded to the DEPARTMENT's Local Public Agency Coordinator for payment processing. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

10. To be responsible for the five percent (5%) match of Federal funds in an amount not to exceed One Hundred Fifty-Three Thousand One Hundred Thirty-Five and No/100 Dollars ($153,135.00) and for one hundred percent (100%) of all costs exceeding the obligated Federal funds subject to the CITY's budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs exceeding the obligated Federal funds.

11. To complete and sign Attachment C – "Affidavit Required Under 23 U.S.C. Section 112(C) And 2 CFR Parts 180 and 1200 - SUSPENSION OR DEBARMENT" and Attachment D – "Certification Required by Section 1352 of Title 31, United States Code, Restrictions of Lobbying Using Appropriated Federal Funds," "Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities," and "Disclosure of Lobbying Activities" attached hereto and incorporated herein.

ARTICLE III - IT IS MUTUALLY AGREED:

1. The term of this Agreement shall be from the date first written above through and including June 30, 2028, or until the construction of all improvements contemplated herein has been completed and accepted by the DEPARTMENT, whichever occurs first, save and except the responsibility for maintenance as specified herein.

2. Costs associated with this Agreement will be administered in accordance with the cost principles contained in 2 CFR Part 200. Indirect costs are eligible for reimbursement. The CITY's indirect rate shall be approved by its cognizant federal agency and that approval provided to the DEPARTMENT. Fringe benefit rates must be approved by the DEPARTMENT on an annual basis to be eligible for reimbursement.

3. The description of the PROJECT may be changed in accordance with Federal requirements and by mutual written consent of the parties.

4. Each party agrees to complete a joint final inspection prior to final acceptance of the work by the DEPARTMENT.

5. The following is a summary of the estimated PROJECT costs and available funds:

Total Estimated PROJECT Costs:

DEPARTMENT Preliminary Engineering Costs:	$ 95,000.00
CITY Preliminary Engineering and NEPA Costs:	$ 2,967,700.00
Total Estimated PROJECT Costs:	$ 3,062,700.00

Available Funding Sources:

Federal HIP Clark Funds:	$ 2,909,565.00
CITY Match Funds:	$ 153,135.00
Total PROJECT Funding:	$ 3,062,700.00

6. The CITY may not incur any reimbursable PROJECT costs until this Agreement is executed by both parties, and the DEPARTMENT has issued a written "Notice to Proceed." The "Notice to Proceed" includes the "project end date," which establishes the limit of federal participation for a project or phase of work associated with a project. The "project end date" is mutually established by both parties in conformance with the requirements of 2 CFR Part 200. The CITY is responsible for any costs incurred on the PROJECT after the "project end date." The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any costs incurred after the "project end date."

7. The total PROJECT costs shall be determined by adding the total costs incurred by the DEPARTMENT and the CITY for preliminary engineering in completing the NEPA process and acquiring environmental permits and clearances. The CITY match will be calculated using the applicable percentage of the total PROJECT costs eligible for Federal funding. Subject to budgeted appropriations and the allocation of sufficient funds by the governing body of the CITY prior to entering into this Agreement, the CITY is responsible for one hundred percent (100%) of all costs not eligible for Federal funding. The CITY agrees the DEPARTMENT and the State of Nevada are not responsible for any of those costs. Eligible PROJECT costs are those costs as defined in 2 CFR Part 200, and the SAM.

8. An alteration requested by either party which substantially changes the services provided for by the expressed intent of this Agreement shall be considered extra work and shall be specified in a written amendment which will set forth the nature and scope thereof. The method of payment for such extra work shall be specified at the time the amendment is written.

9. The CITY's total estimated PROJECT costs may not be an accurate reflection of the final cost. The final costs may vary widely depending on the Contractor's bid prices. The parties acknowledge and agree that the total estimated PROJECT costs set forth herein are only estimates and that in no event shall the DEPARTMENT or federal funding portion exceed the total obligated amount, as established in Article I, Paragraph 3.

10. This Agreement may be terminated by mutual consent of both parties without cause. The parties expressly agree that this Agreement shall be terminated upon written notification if for any reason Federal and/or State and/or CITY funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

11. Should this Agreement be terminated by the CITY for any reason prior to the completion of the PROJECT, or the Agreement is terminated by the DEPARTMENT due to the CITY's failure to perform, the CITY shall reimburse the DEPARTMENT for any payments made to the CITY and any PROJECT costs incurred by the DEPARTMENT.

12. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile or electronic mail with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address set forth below:

FOR DEPARTMENT:	Kristina L. Swallow, P.E., Director Attn: Jason Tyrrell, P.E. Local Public Agency Coordinator Nevada Department of Transportation Roadway Design 123 E. Washington Avenue P.O. Box 170 Las Vegas, Nevada 89125 Phone: (702) 671-8852 Fax: (702) 671-8850 E-mail: jtyrrell@dot.state.nv.us
FOR CITY:	Greg McDermott City of Las Vegas 495 S. Main Street Las Vegas, NV 89101 Phone: (702) 229-2143 Fax: (702) 382-8551 E-mail: gmcdermott@lasvegasnevada.gov

13. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees.

14. The parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both parties shall not be subject to punitive damages. Actual damages for any DEPARTMENT or CITY breach shall never exceed the amount of funds which have been appropriated for payment under this Agreement, but not yet paid, for the fiscal year budget in existence at the time of the breach.

15. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada. The parties consent to the exclusive jurisdiction of the Nevada state district courts for enforcement of this Agreement.

16. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement, and this Agreement shall be construed as if such provision did not exist, and the unenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

17. Failure to declare a breach or the actual waiver of any particular breach of the Agreement and or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

18. Except as otherwise expressly provided herein, all property presently owned by either party shall remain in such ownership upon termination of this Agreement, and there shall be no transfer of property between the parties during the course of this Agreement.

19. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create any rights in any person or entity, public or private, a third party beneficiary status hereunder, or to authorize anyone not a party to this Agreement to maintain a suit pursuant to the terms or provisions of this Agreement.

20. Each party agrees to keep and maintain under generally accepted accounting principles full, true, and complete records and documents pertaining to this Agreement and to present to the DEPARTMENT, FHWA, the U.S. Department of Transportation's Inspector General, the Comptroller General of the United States or any of their duly authorized representatives, at any reasonable time, such information for inspection, examination, review, audit, and copying at any office where such records and documentation are maintained. Such records and documentation shall be maintained for three (3) years after final payment is made.

21. The parties are associated with each other only for the purposes and to the extent set forth in this Agreement. Each party is and shall be a public agency separate and distinct from the other party and shall have the right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other agency or any other party.

22. In connection with the performance of work under this Agreement, the parties agree not to discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, pregnancy, sexual orientation, genetic information (GINA) or gender identity or expression, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including without limitation apprenticeship. The parties further agree to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

23. Pursuant to all applicable laws including but not limited to the Civil Rights Act of 1964, the Federal Highway Act of 1973, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Executive Order 12898 (Environmental Justice), and Executive Order 13166 (Limited English Proficiency), the parties shall ensure that no person shall on the grounds of race, color, national origin, sex, age, and handicap/disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity conducted by the recipient regardless of whether those programs and activities are federally-funded or not.

24. Neither party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other party.

25. The parties hereto represent and warrant that the person executing this Agreement on behalf of each party has full power and authority to enter into this Agreement and that the parties are authorized by law to engage in the cooperative action set forth herein.

26. Pursuant to NRS 239.010, information or documents may be open to public inspection and copying. The parties will have the duty to disclose unless a particular record is

confidential by law or a common law balancing of interests.

27. Each party shall keep confidential all information, in whatever form, produced, prepared, observed or received by that party to the extent that such information is confidential by law.

28. All references herein to federal and state code, law, statutes, regulations and circulars are to them, as amended.

29. This Agreement shall not become effective until and unless approved by appropriate official action of the governing body of each party.

30. This Agreement constitutes the entire agreement of the parties and as such is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Agreement specifically displays a mutual intent to amend a particular part of this Agreement, general conflicts in language between any such attachment and this Agreement shall be construed consistent with the terms of this Agreement. Unless otherwise expressly authorized by the terms of this Agreement, no modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Attorney General.

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

CITY OF LAS VEGAS

Carolyn G. Goodman
Mayor

Attest:

LuAnn D. Holmes, MMC
City Clerk

Approved as to Form:

John S. Ridilla 6/29/21
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

State of Nevada, acting by and through its
DEPARTMENT OF TRANSPORTATION

On behalf of Director

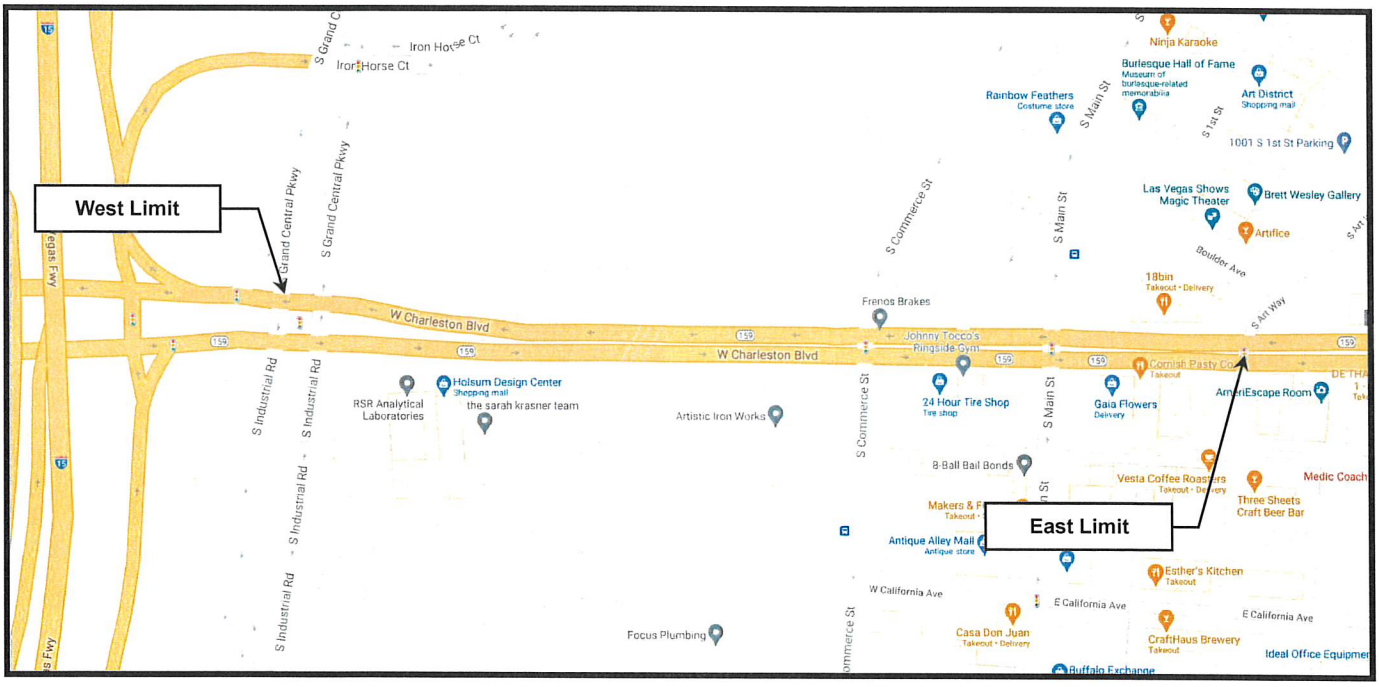
Approved as to Legality & Form:

Deputy Attorney General

Attachment A

SCOPE OF WORK
CHARLESTON UNDERPASS PROJECT

The project consists of the reconstruction of the UPRR underpass structure and roadway improvements of Charleston Blvd that will include complete street improvements with bike lanes and pedestrian facilities. The limits of the Project are from Grand Central Pkwy. to Art Way as depicted on the attached drawings.



Attachment B

REQUIRED DOCUMENTS IN BID PACKETS OF PROJECTS

Federal Wage Rates, as provided by the Labor Commission, are included in all Federal Projects over $2,000.00 *

The following attached provisions and forms:
Required Contract Provisions Federal-aid Construction Contracts (FHWA-1273)
Additional Contract Provisions Supplement to the weekly Certified Payrolls
Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
Additional Contract Provisions Specific Equal Employment Opportunity Responsibilities
Additional Contract Provisions Disadvantaged Business Enterprise in Federal-aid Highway Construction
Affidavit Required Under Section 112(c)
Certification Required by Section 1352 of Title 31, United States Code (Restrictions of lobbying)

Bidder Disadvantaged Business and Small Business Enterprise (DBE/SBE) Information*
List of Subcontractor and Suppliers Bidding

Bidder Subcontractor Information (exceeding 5%)**
Bidder Subcontractor Information (exceeding 1% or $50,000.00, whichever is greater)**
Bidder Subcontractor Information (For subcontractors exceeding $250,000.00)**

*** Contact NDOT's Contract Compliance Division for information (775) 888- 7497**

**** Or local agency equivalent**

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex,

color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by

the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are

exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR

4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. **Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier

Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier

covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ADDITIONAL CONTRACT PROVISIONS

SUPPLEMENT TO THE WEEKLY CERTIFIED PAYROLLS

In addition to the required payroll data as enumerated in Section V, Part 2 of the Form FHWA-1273, "Required Contract Provisions, Federal-Aid Construction Contracts (Exclusive of Appalachian Contracts)", to facilitate monitoring of the Affirmative Action goals for each contract, employers are required to list, for their employees, a designation of race, ethnicity, color or national origin and Male/Female identifier on each weekly certified payroll.

For standardization purposes please use the following identification codes:

White/Caucasian: Persons having origins in Europe, North Africa or the Middle East.

Black/African American (except Hispanic): Persons having origins in any of the Black racial groups of Africa.

Native American – American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America and who maintain their culture through tribe or community.

Hawaiian or other Pacific Islander: Persons having origins in the original peoples of Hawaii or other Pacific Islands.

Asian: Persons having origins in any of the peoples of the Far East, Southeast Asia, or India.

Hispanic Americans: Persons of Mexican, Puerto Rican, Cuban, Central or South American origin, or other Spanish culture or origin, regardless of race.

Two or More Races: Persons who identify with two or more designations listed above, or other persons protected from employment discrimination by EEO law, based on race, ethnicity, color or national origin, not otherwise defined.

Not Specified: Only for persons who choose not to list their race, ethnicity, color or national origin.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:

   a. "Covered Area" means the geographical area described in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)", of these special provisions.

   b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

   c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   d. "Minority" includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Spanish or Portuguese ancestry whose culture is rooted in South America, Central America, Mexico, Puerto Rico, Cuba, the Caribbean Islands or the Iberian Peninsula, including Portugal, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation

from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

   c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

   d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the

Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non- segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a Contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's non-compliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order ll246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirement for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Department of Transportation and the Federal Highway Administration.

17. Required Reports: Standard Form 257 - a Standard Form 257 will be required monthly, from the prime contractor and all subcontractors working on the project.

18. FHWA 1409 (Federal-Aid Highway Construction Contractors Semiannual report).

    (INSTRUCTIONS: This report is to be completed by the Contractor semiannually for each individual employed on this contract (including any subcontracts under it) who has received training during the reporting period under the training special provisions (Attachment 2 FHPM 6-4-1.2). The report is to be submitted by the 20th of the month following the reporting period (July 20 and January 20). The original of this report is to be furnished to the trainee and two copies submitted to the Nevada Department of Transportation.)

19. Required Reports: Form PR-1391 (Federal-Aid Highway Construction Contractors Annual EEO Reports).

    This report should be submitted to the Nevada Department of Transportation by each Contractor and covered subcontractor for the month of July. Subcontractors should report contract and employment data pertaining to their subcontract work only. The staffing figures to be reported under employment data should represent the project work force on board in whole or in part for the last payroll period preceding the end of the month.

    The staffing figures to be reported in Table A should include journey-level men and women, apprentices, and on-the-job trainees. Staffing figures to be reported in Tables B and C should only include apprentices and on-the-job trainees as indicated.

ADDITIONAL CONTRACT PROVISIONS
SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

a. Equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Order 11246 and Executive Order 11375 are set forth in Required Contract Provisions (Form FHWA-1273 or 1316, as appropriate) and these Special Provisions which are imposed pursuant to Section 140 of Title 23, USC, as established by Section 22 of the Federal-Aid Highway Act of 1968. The requirements set forth in these Special Provisions shall constitute the specific affirmative action requirements for project activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

b. The contractor will work with the Nevada Department of Transportation and the Federal Government in carrying out equal employment opportunity obligations and in their review of his/her activities under the contract.

c. The contractor and all his/her subcontractors holding subcontracts not including material suppliers, of $10,000 or more, will comply with the following minimum specific requirement activities of equal employment opportunity: (The equal employment opportunity requirements of Executive Order 11246, as set forth in Volume 6, Chapter 4, Section 1, Subsection 1 of the Federal-Aid Highway Program Manual, are applicable to material suppliers as well as contractors and subcontractors.) The contractor will include these requirements in every subcontract of $10,000 or more with such modification of language as is necessary to make them binding on the subcontractor.

2. Equal Employment Opportunity Policy

The Contractor will accept as his operating policy the following statement which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program:

It is the policy of this company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, or national origin. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training.

3. Equal Employment Opportunity Officer

The Contractor will designate and make known to the Nevada Department of Transportation contracting officers an equal employment opportunity officer (hereinafter referred to as the EEO Officer) who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of equal employment opportunity and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the Contractor's staff who are authorized to hire, supervise, promote, and discharge employees or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the Contractor's equal employment opportunity policy and contractual responsibilities to provide equal employment opportunity in each grade and classification of employment. To insure that the above agreement will be met, the following actions will be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the Contractor's equal employment opportunity policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the Contractor's equal employment opportunity obligations within thirty days following their reporting for duty with the Contractor.

(3) All personnel who are engaged in directed recruitment for the project will be instructed by the EEO Officer or appropriate company official in the Contractor's procedures for locating and hiring minority group employees.

b. In order to make the Contractor's equal employment opportunity policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the Contractor will take the following actions:

(1) Notices and posters setting forth the Contractor's equal employment opportunity policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The Contractor's equal employment opportunity policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

5. Recruitment

a. When advertising for employees, the Contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer". All such advertisements will be published in newspapers or other publications, having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The Contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the Contractor will, through this EEO Officer, identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the Contractor for employment consideration.

In the event the Contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the Contractor's compliance with equal employment opportunity contract provisions. (The U. S. Department of Labor has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the Contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The Contractor will encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants will be discussed with employees.

6. Personnel Actions

Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, or national origin. The following procedures shall be followed:

a. The Contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The Contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The Contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the Contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The Contractor will promptly investigate all complaints of alleged discrimination made to the Contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the Contractor will inform every complainant of all his avenues of appeal.

7. Training and Promotion

a. The Contractor will assist in locating, qualifying and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the Contractor's work force requirements and as permissible under Federal and State regulations, the Contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event the Training Special Provision is provided under this contract, this subparagraph will be superseded as indicated in said Training Special Provisions.

c. The Contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The Contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

8. Unions

If the Contractor relies in whole or in part upon unions as a source of employees, the Contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the Contractor either directly or through a Contractor's association acting as agent will include the procedures set forth below:

a. The Contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The Contractor will use best efforts to incorporate an equal employment opportunity clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, or national origin.

c. The Contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the Contractor, the Contractor shall so certify to the Nevada Department of Transportation and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the Contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the Contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the Contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the Contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such Contractor shall immediately notify the Nevada Department of Transportation.

9. Subcontracting

a. The Contractor will use his best efforts to solicit bids from and to utilize Disadvantaged Business firms (minority and women-owned businesses) as subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of Disadvantaged Business Enterprise firms from the Contract Compliance Office of the Nevada Department of Transportation.

b. The Contractor will use his best efforts to ensure subcontractor compliance with their equal employment opportunity obligations.

10. Records and Reports

a. The Contractor will keep such records as are necessary to determine compliance with the Contractor's equal employment opportunity obligations. The records kept by the Contractor will be designed to indicate.

(1) The number of minority and non-minority group members and women in each work classification on the project.

(2) The progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to Contractors who rely in whole or in part or unions as a source of their work force),

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees and,

(4) The progress and efforts being made in securing the services of minority group subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Nevada Department of Transportation and the Federal Highway Administration.

ADDITIONAL CONTRACT PROVISIONS
DISADVANTAGED BUSINESS ENTERPRISE
IN FEDERAL-AID HIGHWAY CONSTRUCTION

DISADVANTAGED BUSINESS ENTERPRISE. This project is subject to Part 26, TITLE 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs."

Policy. It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 CFR Part 26.5 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this agreement.

Obligation. (i) The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or part with Federal funds provided under this agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprise have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, sex or handicap in the award and performance of NDOT assisted contracts.

I. BIDDERS DBE AFFIRMATIVE ACTION REQUIREMENTS

A. A bidder who intends to subcontract a portion of the work shall certify that affirmative action has been taken to seek out and consider disadvantaged business enterprises and women owned businesses as potential subcontractors.

B. Affirmative action shall consist of seeking out disadvantaged business enterprises and women owned businesses that are potential subcontractors and actively soliciting their interest, capability and prices and documenting such action.

C. "Socially and economically disadvantaged individual" means any person who is a citizen or lawful permanent resident of the United States and who is;

(a) Black (a person having origins in any of the black racial groups of Africa);

(b) Hispanic (a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race);

(c) Asian American (a person having origins in any of the original peoples of the Far East. Southeast Asia, the Indian subcontinent, or the Pacific Islands);

(d) American Indian and Alaskan Native (a person having origins in any of the original peoples of North America); or

(e) A woman

D. Bidders shall be fully informed respecting the requirements of the Regulations; particular attention is directed to the following matters:

(a) A Disadvantaged Business Enterprise (DBE) must be a small business concern as defined pursuant to Section 3 of a U.S. Small Business Act; and 49 CFR Part 26.5

(b) "Disadvantaged Business" means a small business concern: (a) which is at least 51 percent owned by one or more socially and economically disadvantaged individuals, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

E. The Contractor shall designate and make known to the Engineer a liaison officer to administer the Contractor's disadvantaged business enterprise program.

AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c)
AND 2 CFR PARTS 180 AND 1200 – SUSPENSION OR DEBARMENT

STATE OF _____

SS

COUNTY OF _____

I, _____ (Name of party signing this affidavit and the Proposal Form) _____ (title).

being duly sworn do depose and say: That _____

(name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility and whether or not the **[Agency Name]** will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

_____
Signature

(SEAL)

_____
Notary Public, Judge or other Official

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Name (please type or print)

_____

Signature

_____

Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application c. Initial award d. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:
☐ **Prime** ☐ **Sub-awardee** Tier _____, *if* known: **Congressional District**, *if* known:	 **Congressional District**, *if* known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if* applicable: _____
8. Federal Action Number, *if* know:	**9. Award Amount**, *if* known: $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned **12. Form of Payment** *(check all that apply):* ☐ **a. cash** ☐ **b. in-kind; specify:** nature _____ value _____	**13. Type of Payment** *(check all that apply):* ☐ **a. retainer** ☐ **b. one-time fee** ☐ **c. commission** ☐ **d. contingent fee** ☐ **e. deferred** ☐ **f. other; specify:** _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ **Yes** ☐ **No**

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

BIDDER DISADVANTAGED BUSINESS (DBE) INFORMATION

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount $ _____

_____

Contract DBE Goal: ____%.

This information must be submitted with the bid proposal. Please list all subcontractors used to fulfill the DBE requirements for this contract. A bidder unable to meet the DBE goal shall submit documentation to outline their Good Faith Efforts (GFE) toward meeting the contract goal. Total DBE participation is subject to verification. Please fill out the form completely. Use additional forms if necessary.

DBE SUBCONTRACTORS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUB BID AMOUNT	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

A. TOTAL OF SUBCONTRACTOR DBE BID AMOUNT:

DBE SUPPLIERS:

DBE NAME AND ADDRESS	DBE PHONE NO.	PROPOSAL ITEM NO(S).	100% DBE SUPPLIER BID AMOUNT	60% DBE SUPPLIER BID AMOUNT (PARTICIPATION)	DBE CERTIFICATION NO.*	DESCRIPTION OF WORK OR SERVICES TO BE CONTRACTED OR SUPPLIES TO BE SUPPLIED

B. TOTAL OF SUPPLIER DBE PARTICIPATION AMOUNT:

C. Total Dollar Value of DBE Participation** (Add Totals from Lines A & B): $_____

D. Total Percent of DBE Participation (Divide Line C by Total Bid Amount): _____%

_____ _____
Contractor's Signature Date

*DBEs must be certified by the Nevada Unified Certification Program.

**DBE Participation amount is 100% of the subcontractor's bid amount and 60% of the supplier's bid amount.

Telephone No. _____

REV. 9/13

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding five percent (5%) of the bid amount)

Contract No.:

Contractor: _____

Project No(s).:

Address: _____

Total Bid Amount $ _____

This information must be submitted with your bid proposal. The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 5% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

The undersigned affirms all work, other than that being performed by the subcontractors listed in the subcontractor reports submitted for this contract, will be performed by the Prime Contractor listed above.

*** Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."**

_____ _____

Contractor's Signature Date

Telephone No. _____

REV. 09/13

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding one percent (1%) of bid amount or $50,000, whichever is greater)

Contract No.:

Project No(s).:

Bid Amount $ _____

Contractor: _____

Address: _____

_____

This information must be submitted by the three (3) lowest bidders **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding 1% of the bid amount.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

*** Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."**

_____ _____

Contractor's Signature Date

Telephone No. _____

REV. 09/13

BIDDER SUBCONTRACTOR INFORMATION

(For subcontractors exceeding $250,000.00)

Contract No.:

Contractor: _____

Project No(s). :

Address: _____

Bid Amount $ _____

_____

This information must be submitted, by the three (3) lowest bidders, **no later than 2 hours after the bid opening time.** The bidder shall enter "NONE" under "SUBCONTRACTOR NAME" if not using subcontractors exceeding $250,000.00.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	PROPOSAL ITEM NO(S).* (7 DIGIT #)	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	DESCRIPTION OF WORK OR SERVICES TO BE SUBCONTRACTED

*** Please list all items (attach a separate sheet if necessary). Do not enter "multiple" or "various."**

_____ _____

Contractor's Signature Date

Telephone No. _____

REV. 09/13

LIST OF SUBCONTRACTORS AND SUPPLIERS BIDDING

Contract No.: Contractor: _____

List all subcontractors providing bids to your firm for this contract. You may make copies of this form.

This form must be submitted no later than 5:00 pm the next business day after the bid opening time.

SUBCONTRACTOR NAME AND ADDRESS	SUBCONTRACTOR PHONE NO.	NEVADA CONTRACTOR LICENSE # (IF APPLICABLE)	LICENSE LIMIT (IF APPLICABLE)	USED?	DBE CERTIFIED?	SUPPLIER?
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No
				Yes No	Yes No	Yes No

REV. 09/13

Attachment C

AFFIDAVIT REQUIRED UNDER 23 USC SECTION 112(c) AND 2 CFR PARTS 180 AND 1200 - SUSPENSION OR DEBARMENT

STATE OF _____

COUNTY OF _____ } SS

I, _____(Name of party signing this affidavit and the Proposal Form) _____ (title). being duly sworn do depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; and further that, except as noted below to the best of knowledge, the above named and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency:
(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects your present responsibility;
(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(Insert Exceptions, attach additional sheets)

The above exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions. The failure to furnish this affidavit and required exceptions if any shall disqualify the party.

Approved as to form
John S. Ridilla 10/29/21
John S. Ridilla Date
Deputy City Attorney

_____
Signature

_____
Title

Sworn to before me this _____ day of _____, 20 _____

(SEAL)

_____
Notary Public, Judge or other Official

Attachment D

CERTIFICATION REQUIRED BY SECTION 1352 OF TITLE 31, UNITED STATES CODE

RESTRICTIONS OF LOBBYING USING APPROPRIATED FEDERAL FUNDS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriate funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Approved as to form
John S. Ridilla 6/29/21
John S. Ridilla Date
Deputy City Attorney

_____
Name (please type or print)

_____
Signature

_____
Title

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity in and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused b y a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number ; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, first Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. It this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

1. Type of Federal Actions:	2. Status of Federal Action:	3. Report Type:
☐ a. contract ☐ b. grant ☐ c. cooperative agreement ☐ d. loan ☐ e. loan guarantee ☐ f. loan insurance	☐ a. bid/offer/application ☐ c. Initial award ☐ d. post-award	☐ a. initial filing ☐ b. material change **For Material Change Only:** year _____ quarter _____ date of last report _____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:
☐ Prime ☐ Sub-awardee Tier _____, *if* known: **Congressional District**, *if* known:	 **Congressional District**, *if* known:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if* applicable: _____
8. Federal Action Number, *if* know:	**9. Award Amount**, *if* known: $
10. a. Name and Address of Lobbying Entity *(if individual, last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):* *(attach Continuation Sheet(s) SF-LLL-A, if necessary)*
11. Amount of Payment *(check all that apply):* $ _____ ☐ actual ☐ planned **12. Form of Payment** *(check all that apply):* ☐ a. cash ☐ b. in-kind; specify: nature _____ value _____	**13. Type of Payment** *(check all that apply):* ☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only:	Authorized for Local Reproduction Standard Form - LLL

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
35

DEPARTMENT: Youth Development & Social Innovation **CONSENT**
DIRECTOR: Tammy Malich

SUBJECT:
For possible action to approve the acceptance of a 21st Century Community Learning Centers (21st CCLC) Grant Award in the amount of $550,000 from the State of Nevada Department of Education to the City of Las Vegas (City) for before and after school programming at seven ReInvent Schools Las Vegas (RSLV) sites - Wards 1, 3 and 5 (Knudsen, Diaz and Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The city of Las Vegas was awarded a grant in the amount of $550,000 by the State of Nevada Department of Education to reimburse the city of Las Vegas for the cost of providing before and after school programming that supports the educational development of up to 280 students at the following seven RSLV school sites: Cambeiro Elementary (Ward 3), Detwiler Elementary (Ward 5), Hancock Elementary (Ward 1), McWilliams Elementary (Ward 5), Pittman Elementary (Ward 1), Red Rock Elementary (Ward 1), and Warren Elementary (Ward 1). This grant will remove cost as a key participation barrier for low-income and/or working families to ensure that disadvantaged students can participate and enjoy the benefits of all academic and enrichment activities. The sub-grant award period of performance is July 1, 2021, through September 30, 2022 for the first year of funding.

RECOMMENDATION:
Staff recommends the City Council accept the grant award and authorize the Mayor to sign all related agreements following approval of City Attorney.

BACKUP DOCUMENTATION:
1. 21st CCLC Grant Award Letter

Steve Sisolak
Governor

Jhone M. Ebert
Superintendent of Public Instruction

Southern Nevada Office
2080 East Flamingo Rd,
Suite 210
Las Vegas, Nevada 89119-0811
(702) 486-6458
Fax: (702) 486-6450

STATE OF NEVADA
DEPARTMENT OF EDUCATION

700 E. Fifth Street | Carson City, Nevada 89701-5096
Phone: (775) 687-9200 | www.doe.nv.gov | Fax: (775) 687-9101

July 6, 2021

City of Las Vegas
Grant Contact: Mellissia Fredriksen
mfredriksen@lasvegasnevada.gov
495 S. Main Street,
Las Vegas, NV 89101
Re: Preliminary Award Notice

Greetings Ms. Fredriksen,

It is my pleasure to inform you that the 21st Century Community Learning Centers (21st CCLC) application your organization submitted by April 30, 2021, has been preliminarily approved for 7 total sites at $550,000.00 contingent upon the following actions and required application adjustments.

This approval letter is contingent to the following actions and required application adjustments:

- Schedule phone call (or webinar) with NDE by Monday, 6/21, to set an appointment to review your application information during the week of June 21st through June 25th, 2021.
- Review the reviewer scores and notes (attached).
- Revise proposed budget in alignment with grants management unit notes (attached) and adjusted allocation.
- Provide NDE with any additional information as requested.

This award is to establish a 21st CCLC center with programs at the following site(s) locations:

Participating School Name	Number of Students to be Served	Site Location
Cambeiro ES (Grades PK-5)	40	School-based
Detwiler ES (Grades PK-5)	40	School-based
Hancock ES (Grades PK-5)	40	School-based
McWilliams ES (Grades PK-5)	40	School-based
Pittman ES (Grades PK-5)	40	School-based
Red Rock ES (Grades PK-5)	40	School-based
Warren ES (Grades PK-5)	40	School-based

The sub-grant award period of performance is July 1, 2021, through September 30, 2022 for the first year of funding. These funds will expire and must be obligated no later than September 30, 2022, as carryover is not available. All funds are to be used for before, afterschool and summer programming in accordance to state and federal guidelines. Note: these funds cannot be used to support the regular school day or normal operations within your organization. The annual continuation of funds is also contingent upon NDE's receipt of federal

funding allocations for the program.

Following this preliminary award notice, you will find the reviewer notes and scores, as well as necessary revisions to the budget. Please contact me, by email at kmokofisi@doe.nv.gov, to move forward in accepting this award and finalize the initial process. I look forward to working with you and your organization to provide quality afterschool programs that support the educational development of Nevada's youth.



Kristen Mokofisi, M.Ed.
Education Programs Professional – 21st CCLC
Nevada Department of Education
Office of Student and School Supports

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
36

DEPARTMENT: Youth Development & Social Innovation **CONSENT**
DIRECTOR: Tammy Malich

SUBJECT:
For possible action to approve Interlocal Cooperative Agreement between the City of Las Vegas and the Clark County School District to provide funding for nutritional snacks to the City of Las Vegas Safekey Sites at various locations around the City ($30,000 - Community Recreation Services Special Revenue Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $30,000.00
Funding Source: Community Recreation Services SRF
Dept./Division: Youth Development & Social Innovation

PURPOSE/BACKGROUND:
This Interlocal Cooperative Agreement is for the purchase and delivery of snacks to all 7 Safekey sites participating in the 2021-2022 Safekey Before and After School Snack Program. Each month, the Clark County School District will submit an invoice to the City which then reimburses the District at a rate of $.90 per snack and $0.25 per milk and bulk sales billed at cost plus 20 percent. This agreement was approved by the State of Nevada Department of Education, Office of Child Nutrition and School Health which monitors the sites that receive snacks under the USDA After School Snack Program.

RECOMMENDATION:
Staff recommends the City Council approval of this agreement.

BACKUP DOCUMENTATION:
1. CCSD Interlocal Cooperative Snack Agreement 2021-2022

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND THE CLARK COUNTY SCHOOL DISTRICT
FOR FOOD PRODUCTS AT YOUTH ENRICHMENT SITES

This INTERLOCAL COOPERATIVE AGREEMENT ("Agreement") is made by and between the CITY OF LAS VEGAS, a political subdivision of the State of Nevada (the "Sponsor") and the CLARK COUNTY SCHOOL DISTRICT, a political subdivision of the State of Nevada (the "District"), pursuant to authority granted by NRS 277.045.

This Agreement is effective on the date signed by the Sponsor and District, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

RECITALS

WHEREAS, the Sponsor, by and through its Department of Youth Development and Social Innovation, operates a Child Nutrition Program after school for elementary, middle, and/or high school age children. 42 U.S.C. § 1751 et. seq.; 42 U.S.C. § 1771 et. seq.; and

WHEREAS, the Sponsor desires to purchase food products from the District's Food Service Department ("Food Service") for the 2021-2022 school year. The Agreement covers the period beginning July 1, 2021, and ending June 30, 2022.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

AGREEMENT

1. DISTRICT AGREES:

A. The District will provide U.S. Department of Agriculture ("USDA") reimbursable snacks and/or milks delivered to the school cafeteria for all Child Nutrition Programs at sites and programs listed on **Exhibit A**, at the bulk sales price billed at the District's cost plus ten percent (10%). The District retains the right to negotiate menu items or the price of snacks and/or milk.

B. Any additions or deletions to the list of Child Nutrition Program locations listed on **Exhibit A** will be made by email to foodserviceorder@nv.ccsd.net as soon as possible. The District will verify receipt of such notification and send the verification to HWest@LasVegasNevada.gov.

C. Snacks and/or milks will consist of components that meet the USDA meal pattern of the appropriate Child Nutrition Program to be considered reimbursable.

D. The District will change the number of snacks and/or milks delivered after being notified by email by 8:00 am local Las Vegas time, four (4) working days prior to the date of delivery (at the District's email listed in Section 9). For example, a change received by 8:00 am local Las Vegas time on Monday will be effective on Friday.

E. Every effort will be made to change menu items by the second month following a request by either party pending availability of products.

F. District will post the following month's menus on the Food Service website at least one week before the end of the current month.

G. Menu substitutions are permitted. Except for beverages and emergency situations, the same items will not be served the day before or the day after the change.

H. Snacks and/or milks will be delivered on a daily basis to the Child Nutrition Program sites when schools are in session.

I. Snacks and/or milks will meet local health standards for preparation, delivery, and storage. Each item will be wrapped or packaged for single service.

J. The quantity of snacks and/or milks delivered and received, and the description of snacks served, will be recorded daily on the form provided by the District. This form will be used for preparing and paying invoices.

K. A monthly invoice will be sent to the Sponsor within seven (7) working days of the end of the month.

L. No individual student information will be included on the invoices, receipts, or menu records.

M. Full and accurate records including invoices, receipts, and menu records containing the amount of food prepared and daily number of meals, snacks, and/or milks delivered by the District to each snack program will be maintained and available to representatives of the Nevada Department of Agriculture, Food and Nutrition Division; USDA, Food and Consumer Services; the U.S. General Accounting Office; and USDA, Office of the Inspector General, during normal District business hours. These records will be retained by the District for a period of three years from the date of receipt of final payment under this Agreement, or in cases where an audit remains unresolved, until such time as the audit is resolved.

N. The District will not charge for snacks and/or milks that are delivered beyond the agreed upon time, that are spoiled or unsuitable for human consumption, that do not meet meal pattern requirements set forth herein, or that have been disallowed by the Nevada Department of Agriculture, Food and Nutrition Division or Federal Reviewers.

O. The District agrees to operate in accordance with current USDA Child Nutrition Program regulations.

2. SPONSOR AGREES:

A. The Sponsor will notify the District by email by 8:00 am local Las Vegas time four (4) working days prior to the date of delivery of any change in the number of snacks and/or milks (at the District's email listed in Section 9). For example, a change received by 8:00 am local Las Vegas time on Monday will be effective on Friday.

B. The Sponsor's enrichment program instructor at each individual school will establish a time for pick-up of snacks and/or milk with the Food Service site worker.

C. The Sponsor's enrichment program instructor at each individual school will count the complete snacks and/or milks and record and sign the District form at the time of pick-up.

D. Sponsor shall issue a check, within 21 days of receiving the monthly invoice, for payment of all snacks and/or milks delivered where the District is not the agency sponsoring the USDA Child Nutrition Program.

E. No individual student information will be included on the invoices, receipts, or menu records.

F. Sponsor agrees to store and serve snacks and/or milks in accordance with local health standards. Snacks and/or milks will be stored in dedicated milk coolers. No personal items may be stored in dedicated milk coolers.

G. Sponsor agrees to serve all required components of snack and/or milk according to the regulations of the appropriate USDA Child Nutrition Program.

H. The Sponsor will not pay for snacks/and or milks that are delivered too late to be served during the beginning of the afternoon USDA Child Nutrition Program, that are spoiled or unsuitable for human consumption, that do not meet meal pattern requirements as set forth herein, or that have been disallowed for reimbursement by the Nevada Department of Agriculture, Food and Nutrition Division or Federal Reviewers.

I. Sponsor will notify the District within five (5) working days that credit is due for snacks and/or milks that did not meet the meal pattern requirements delivered, or that were unsuitable for human consumption, or spoiled.

3. FERPA. The Parties will only exchange statistical data regarding snacks and milk. No personally identifiable student information will be exchanged between the Parties. In the event such information is inadvertently provided, the Parties agree to protect student education records and other personally identifiable and/or confidential information in accordance with the Family Educational Rights and Privacy Act ("FERPA"). 20 U.S.C. § 1232g; 34 C.F.R. Part 99; NRS 392.029.

4. INDEMNIFY AND HOLD HARMLESS. Subject to the limitation of law, and to the extent allowed by Nevada law, each party agrees to be responsible for any and all claims and liability for personal injury and/or property damage resulting from the acts or omissions of its public officials, officers, employees, contractors, and agents committed in the performance of this Agreement. In all cases, notwithstanding any language in this Agreement to the contrary, the Parties hereto do not waive and intend to assert available limitation of liability set forth in NRS Chapter 41 and other applicable law.

6. NO THIRD PARTY RIGHTS. This Agreement is made for the benefit of the Parties, and not for the benefit of persons who are not Parties to this Agreement. There are no intended or implied third party beneficiaries of this Agreement.

7. TERMINATION. This Agreement may be terminated by notice in writing given by any party hereto to the other Parties at least 30 days prior to the date of termination. A copy of the termination letter must be sent to: Clark County School District, Food Service Director, 6350 E. Tropical Parkway, Las Vegas, Nevada 89115.

8. FORCE MAJEURE. Neither party shall be liable for failure or delay in the performance of this Agreement due in whole or in part to an act of God, strike, lockout, or other labor dispute, epidemic, pandemic, civil commotion, sabotage, fire, flood, explosion, act of government, including quarantine restrictions, unforeseen shortage or unavailability of materials, or any other causes which are not within the Parties reasonable control. Obligations under this Agreement should resume as soon as possible should the impediment to performance resolve.

9. NOTICE. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified; (b) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (c) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only. Either party may designate a different address by providing the other party ten (10) days' prior written notice in the manner provided above.

If to District: Clark County School District Food Service Department
6350 East Tropical Parkway
Las Vegas, Nevada 89115
Phone: (702) 799-8123
Email: foodserviceorder@nv.ccsd.net

If to City: City of Las Vegas
Youth Development and Social Innovation
416 North 7th Street
Las Vegas, Nevada 89101
Phone: (702) 229-3401
Email: HWest@LasVegasNevada.gov
Ms. Hallema Bailey-West (contact person)

10. COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement 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. Execution of this Agreement at different times and places by the Parties shall not affect the validity thereof. It shall not be necessary for any counterpart to bear the signature of all Parties. 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, regardless of whether originals are delivered thereafter.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND THE CLARK COUNTY SCHOOL DISTRICT
FOR FOOD PRODUCTS AT YOUTH ENRICHMENT SITES

Signature Page

IN WITNESS THEREROF, the Parties have caused the Agreement to be executed by their duly authorized representatives as of the Effective Date as defined herein.

CITY OF LAS VEGAS
"Sponsor"

By: _____
Carolyn G. Goodman, Mayor

Date of Approval by City: _____

Attest:

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

Approved as to Form: John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 4/6/21
Deputy City Attorney Date

[SIGNATURES CONTINUED ON NEXT PAGE}

INTERLOCAL COOPERATIVE AGREEMENT
BETWEEN THE CITY OF LAS VEGAS AND THE CLARK COUNTY SCHOOL DISTRICT
FOR FOOD PRODUCTS AT YOUTH ENRICHMENT SITES

Signature Page (continued)

CLARK COUNTY SCHOOL DISTRICT
"District"

By: 5/20/2021

David Wines, Director
Clark County School District
Food Services Department

Date

Date of Approval by Board of School Trustees:
5/20/2021

Approved as to Form:

By:

Luke Puschnig
Clark County School District
General Counsel

Date 4/1/21

EXHIBIT A

Youth Enrichment Programs operated by the City of Las Vegas for the 2021-2022 school year, which require snacks and/or milks, are located in the following elementary and middle schools:

1. Bonner, John W. ES	Child and Adult Care Food Program (City of Las Vegas sponsored)
2. Givens, Lina Rankin ES	Child and Adult Care Food Program (City of Las Vegas sponsored)
3. Heckethorn, Howard E. ES	Child and Adult Care Food Program (City of Las Vegas sponsored)
4. O'Roarke, Thomas ES	Child and Adult Care Food Program (City of Las Vegas sponsored)
5. Staton, Ethel W ES	Child and Adult Care Food Program (City of Las Vegas sponsored)
6. Vassiliadis, Billy & Rosemary ES	Child and Adult Care Food Program (City of Las Vegas sponsored)
7. Ward, Kitty McDonough ES	Child and Adult Care Food Program (City of Las Vegas sponsored)

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
37

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

ABEYANCE ITEM - Presentations by KGA, Inc., LGA Architecture, and Steelman Partners LLP, and discussion for possible action regarding the selection of an Offeror and authorization to begin contract negotiations for design services for RSOQ 210186-JH, the Downtown Civic Center Building and Plaza, which will be located on a parcel bounded by Bonneville Avenue, Main Street, Clark Avenue and 1st Street - Ward 3 (Diaz) [NOTE: Presentations for this item were made at the June 16, 2021 City Council Meeting]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On April 14, 2021, proposals were received for RSOQ 210186-JH, Downtown Civic Center Building and Plaza. The written proposals were evaluated by an evaluation committee that consisted of Office of City Manager, Public Works, Office of Cultural Affairs, and Economic and Urban Development City staff. The top seven Offerors were selected for interview presentations. Interview presentations were conducted and the top three Offerors were chosen to present to the City Council for consideration and final selection. The selected Offeror will provide professional services for the design of the iconic Downtown Civic Center Building and Plaza. Phase 1 will prepare the site, to include demolition, vacating the alleyway, and removing underground and above-ground utilities. Phase 2 will include one building along Main Street, which will house City of Las Vegas functions, and construction of the Civic Plaza. Phase 3 will be a second building along Bonneville Avenue. Phase 3 may be accelerated as part of Phase 2 depending on funding availability.

The item was heard at the June 16, 2021 City Council Meeting and held in abeyance to this July 21, 2021 City Council Meeting.

RECOMMENDATION:
To select an Offeror to proceed with negotiation of a contract for design services.

BACKUP DOCUMENTATION:
1. Backup Submitted from the June 16, 2021 City Council Meeting

CITY COUNCIL MEETING
06/16/2021

Copy of Booklet for Las Vegas Downtown Civic Center Building and Plaza
Submitted by LGA Architecture

Submitted as backup for Item 39

The submitted item could not be attached electronically; however, it is on file with the Office of the City Clerk and is available upon request. Call 702-229-6311 or e-mail CityClerk@lasvegasnevada.gov for more information.



Submitted at City Council
Date: 6/16/2021 Item: 39
Submitted by: LGA Architecture


Imagine a civic destination that
is active, engaging, and a catalyst
for future urban growth.
LGA
ARCHITECTURE
bnim
OJB


What if the design eliminated energy use and became a replicable model for sustainability in our valley, confirming the City of Las Vegas as a leader among municipalities to reach carbon neutrality by 2050.
LGA
bnim
OJB


Imagine a civic center that promotes equity and social justice and remains safe and welcoming for all.
LGA
bnim
OJB


What if the civic center design promoted collaboration, created a healthy and flexible work environment, and became one of your best tools for future worker recruitment
LGA
bnim
OJB



CRAIG S. GALATI
Principal in Charge



STEVE MCDOWELL
Lead Designer



TARA GREEN
Programming and Public Involvement Director



ALEXIA CHEN
Project Architect



JERECK BOSS
Landscape Architect/
Planning and Programming



CAREY NAGLE
Designer



LANCE J. KIRK
Project Manager

Why this team?

LGA ARCHITECTURE bnim OJB



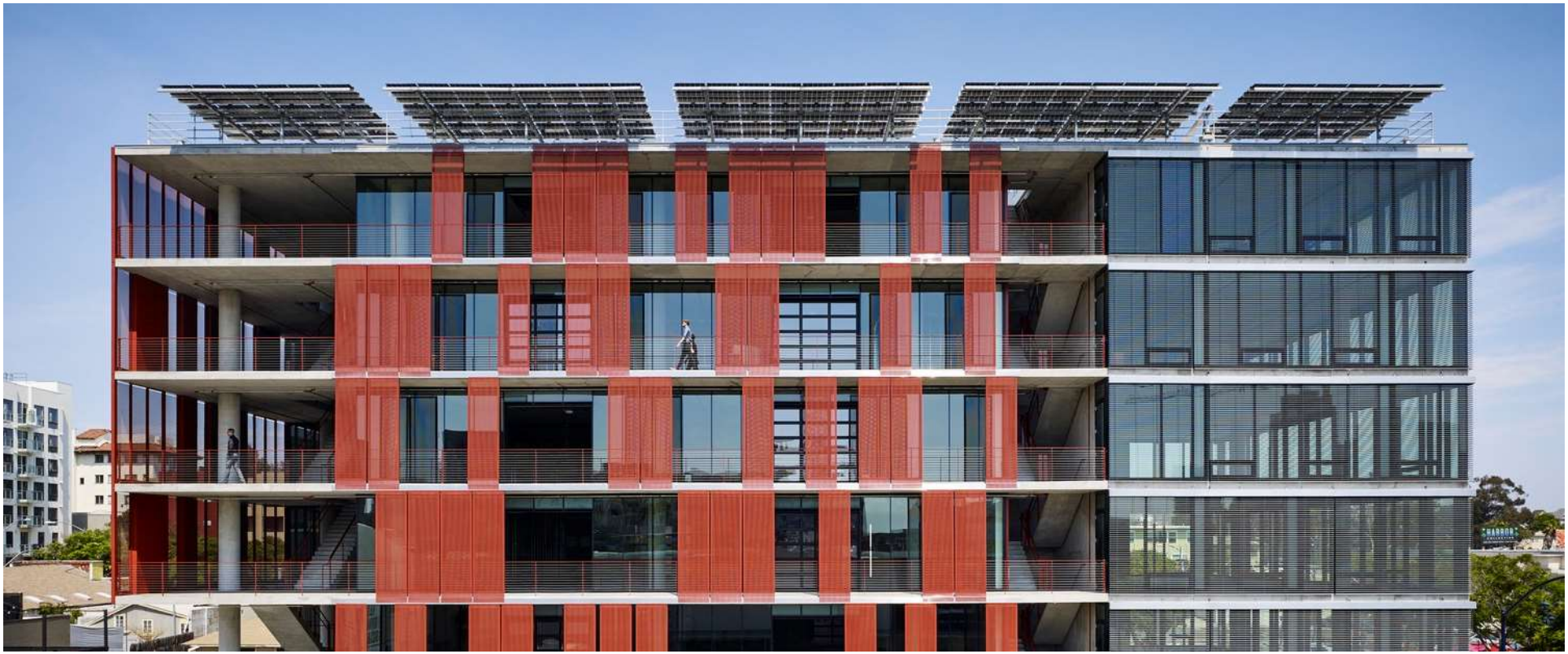
With a 30 year history of working with the City of Las Vegas, we have created some of Las Vegas' most visited places.

LGA ARCHITECTURE bnim OJB



Over 100,000 people go to work each day in a BNIM designed office.

LGA ARCHITECTURE bnim OJB



The path to carbon neutrality in 2050 starts now – and we know how.

LGA ARCHITECTURE bnim OJB

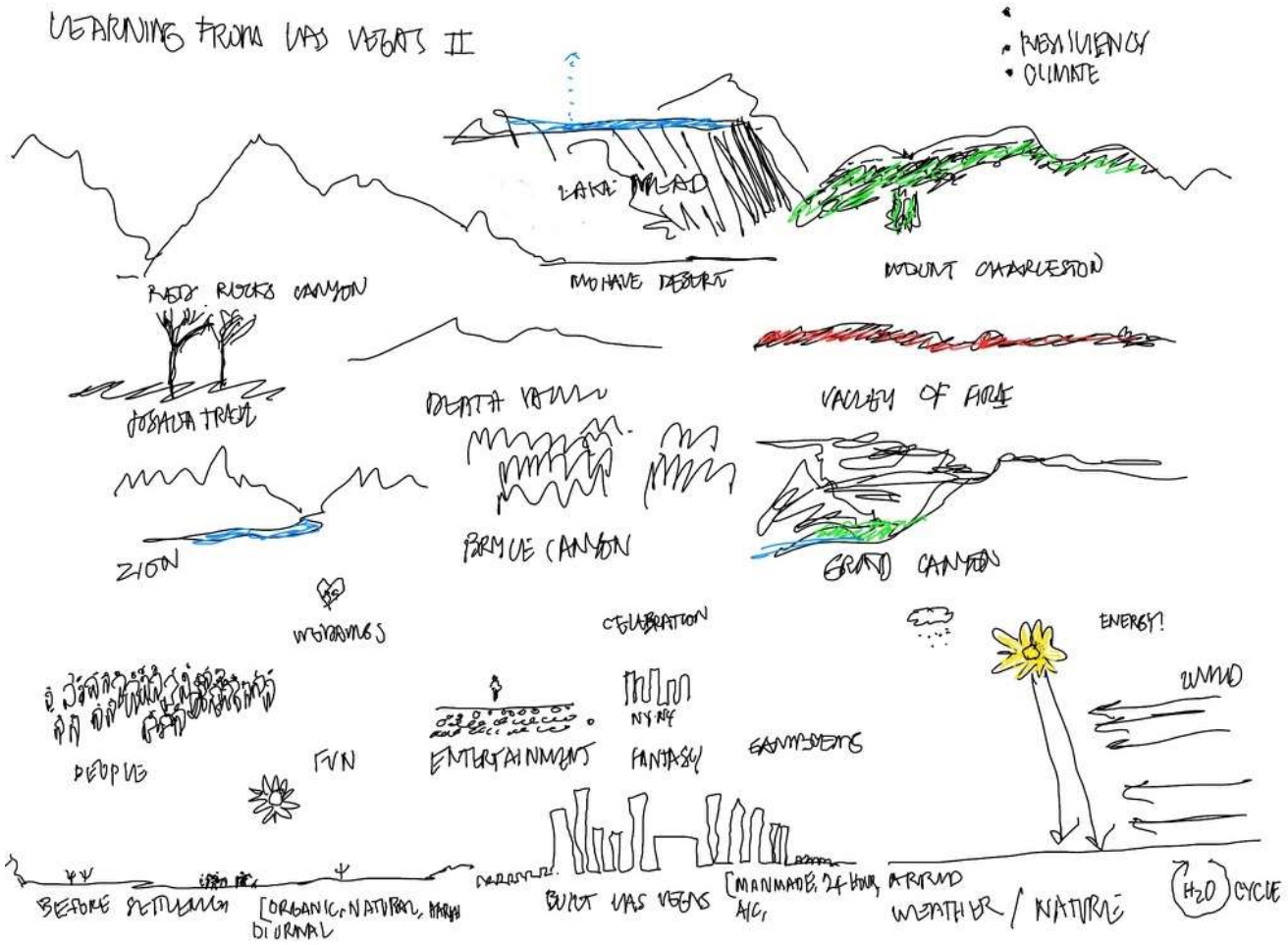


Millions of people visit OJB designed parks and plazas annually and those places have generated billions in economic development.

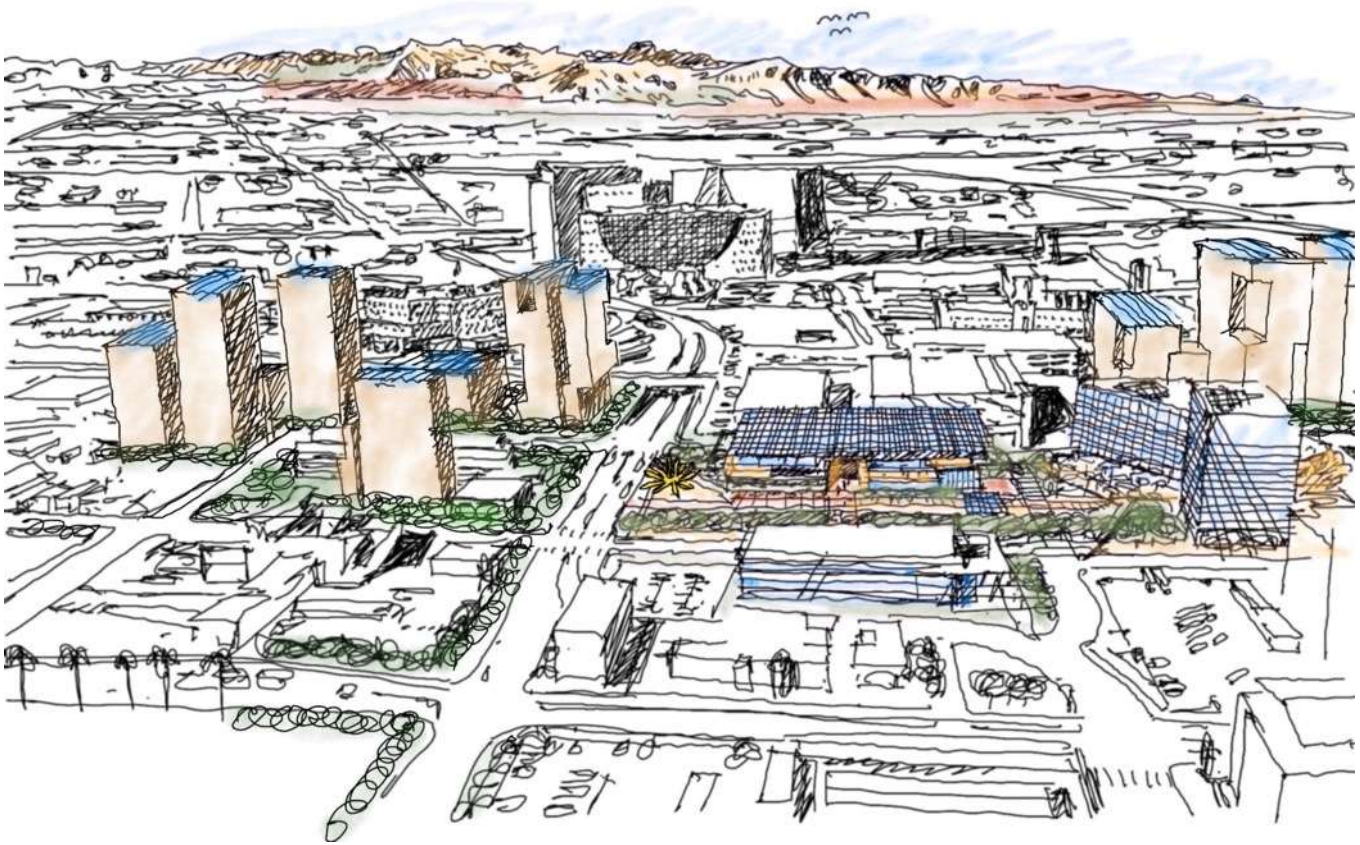
LGA ARCHITECTURE bnim OJB

OUR DESIGN INSPIRATION IS ROOTED IN THE MOJAVE DESERT

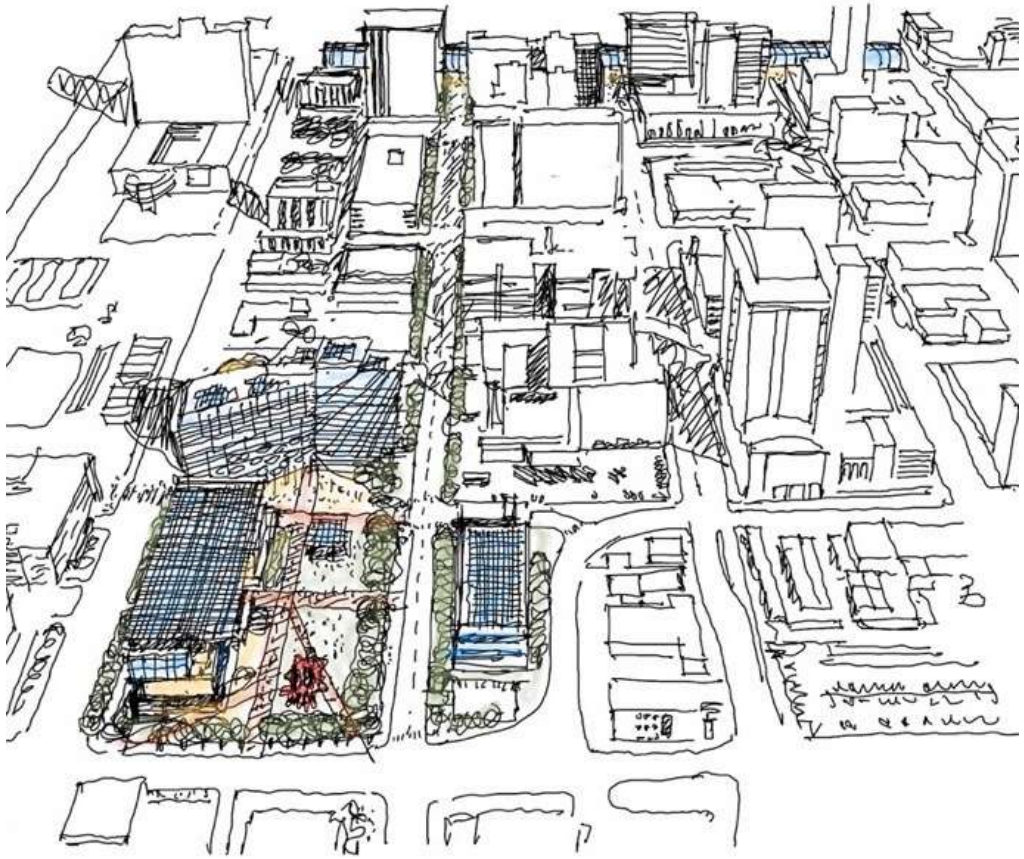




LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB

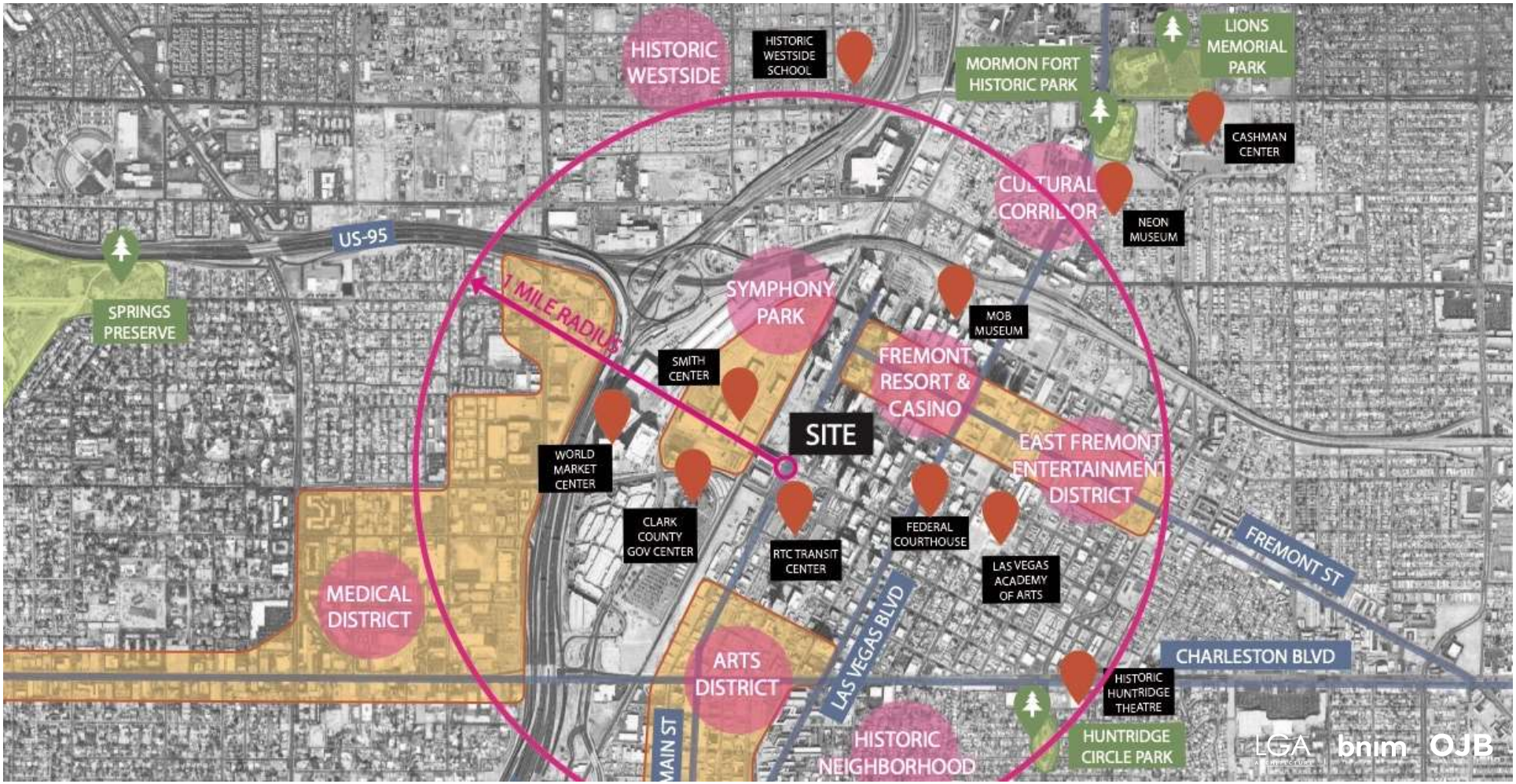


LGA ARCHITECTURE bnim OJB

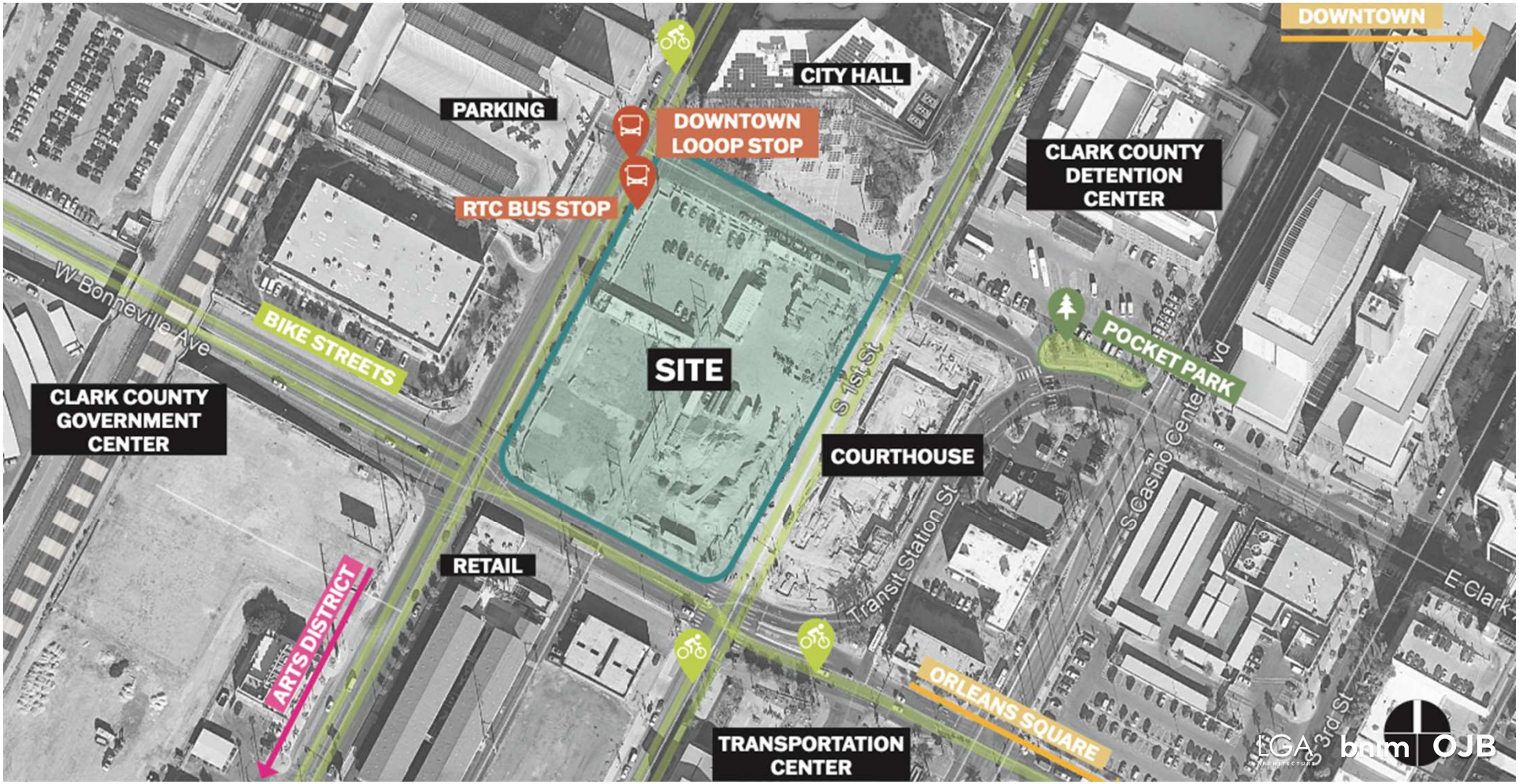
VALLEY CONTEXT



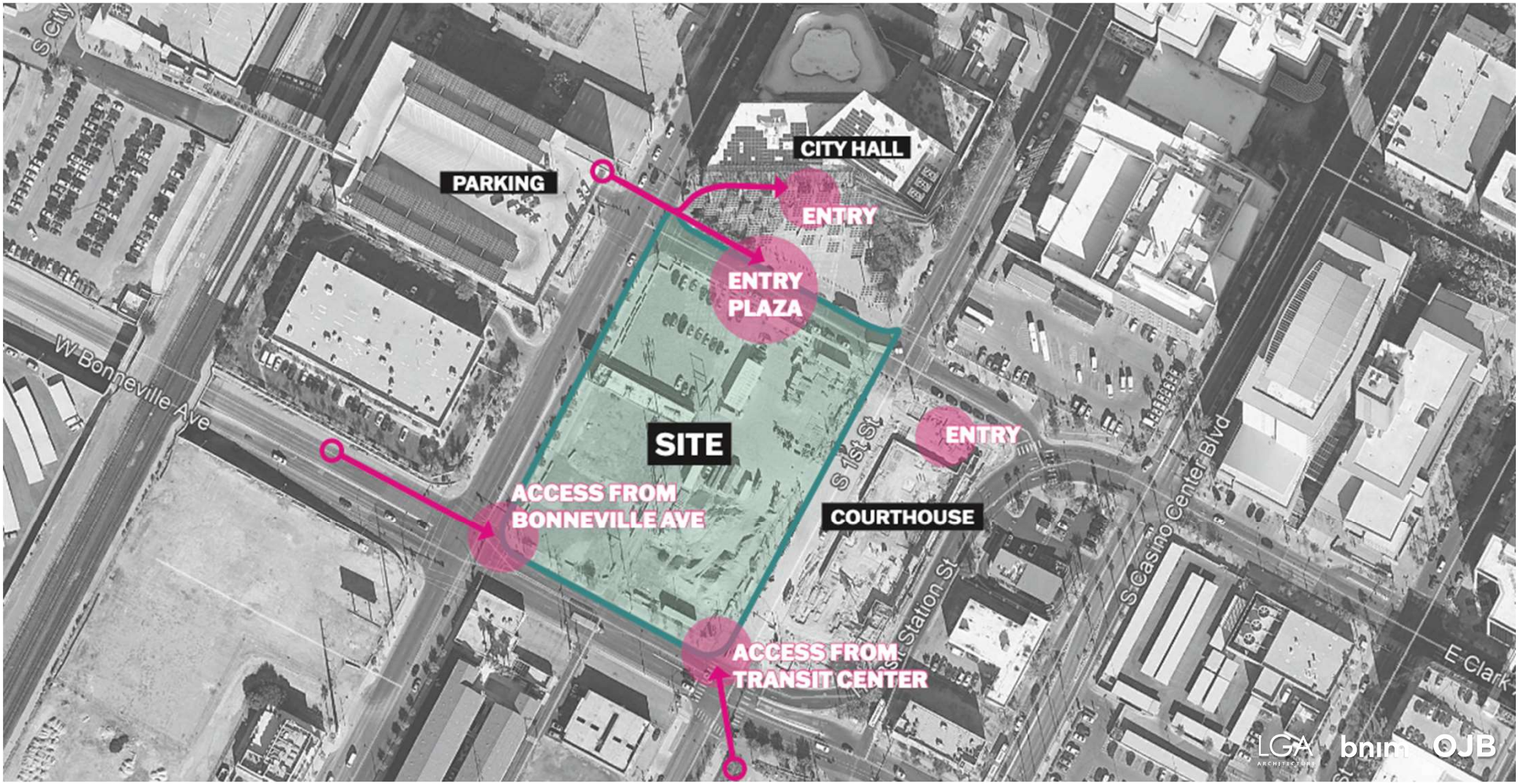
DISTRICT CONTEXT



SITE ANALYSIS



SITE ACCESS


CITY HALL
PARKING
ENTRY
ENTRY PLAZA
W Bonneville Ave
SITE
ENTRY
S 1st St
ACCESS FROM BONNEVILLE AVE
COURTHOUSE
S Station St
S Casino Center Blvd
ACCESS FROM TRANSIT CENTER
E Clark
LGA
bnim
OJB

COMPLETE STREETS

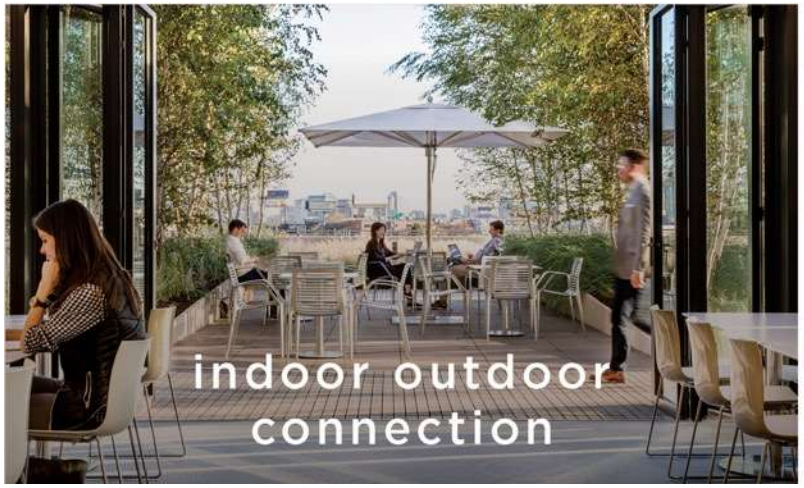


CONSIDERATIONS











SITE CONTEXT





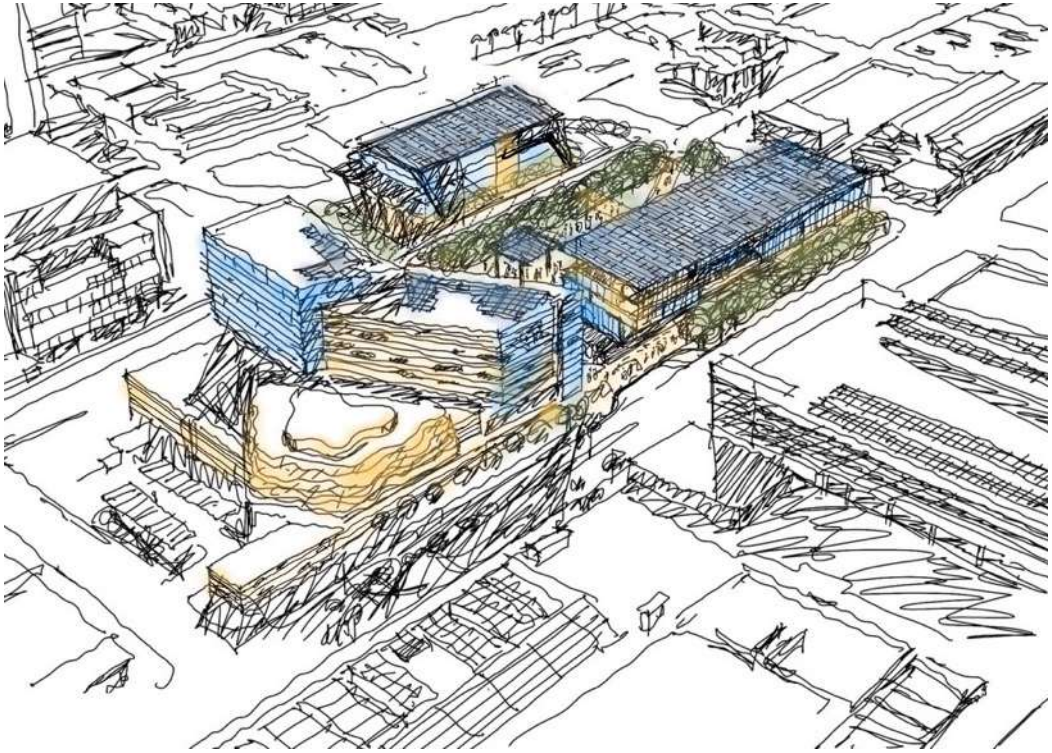
LGA ARCHITECTURE bnim OJB

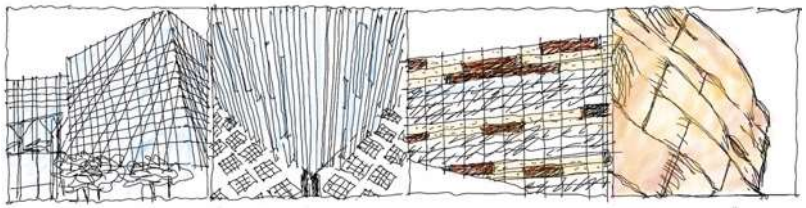
SITE CONTEXT











LGA ARCHITECTURE bnim OJB







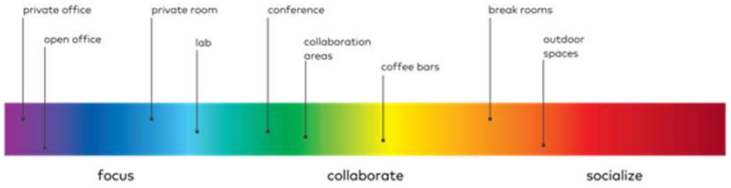




Creating a Place People Want to Work and Thrive

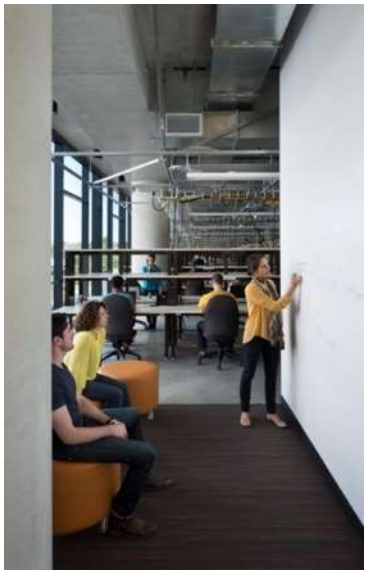
LGA ARCHITECTURE bnim OJB

MODES OF WORK



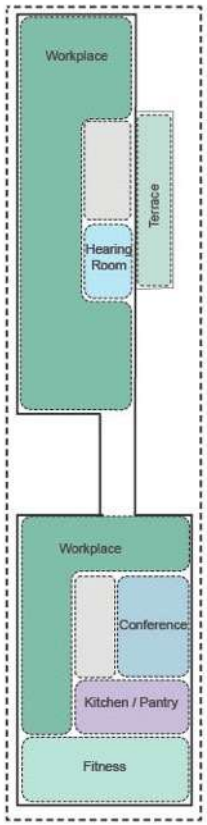




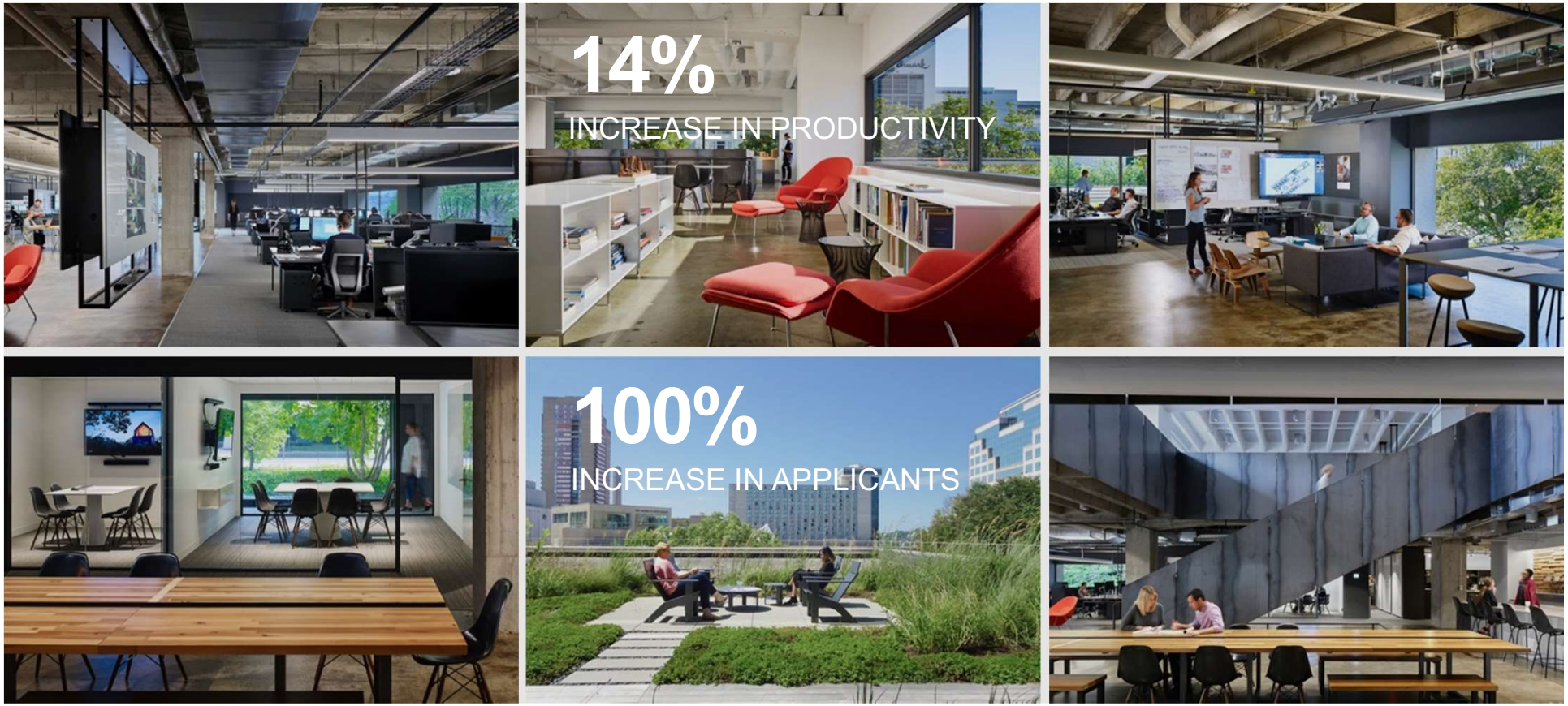






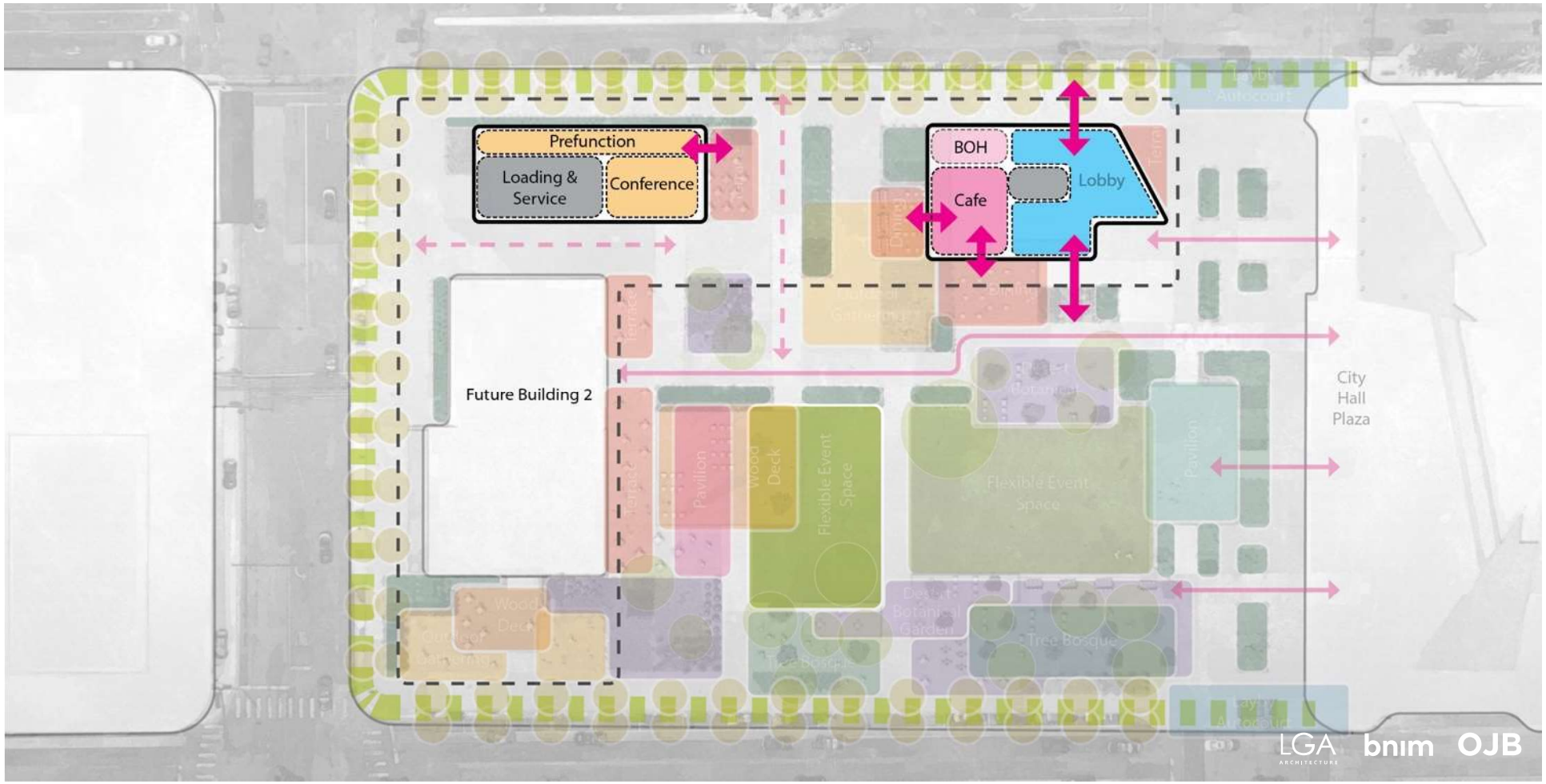
LGA ARCHITECTURE bnim OJB



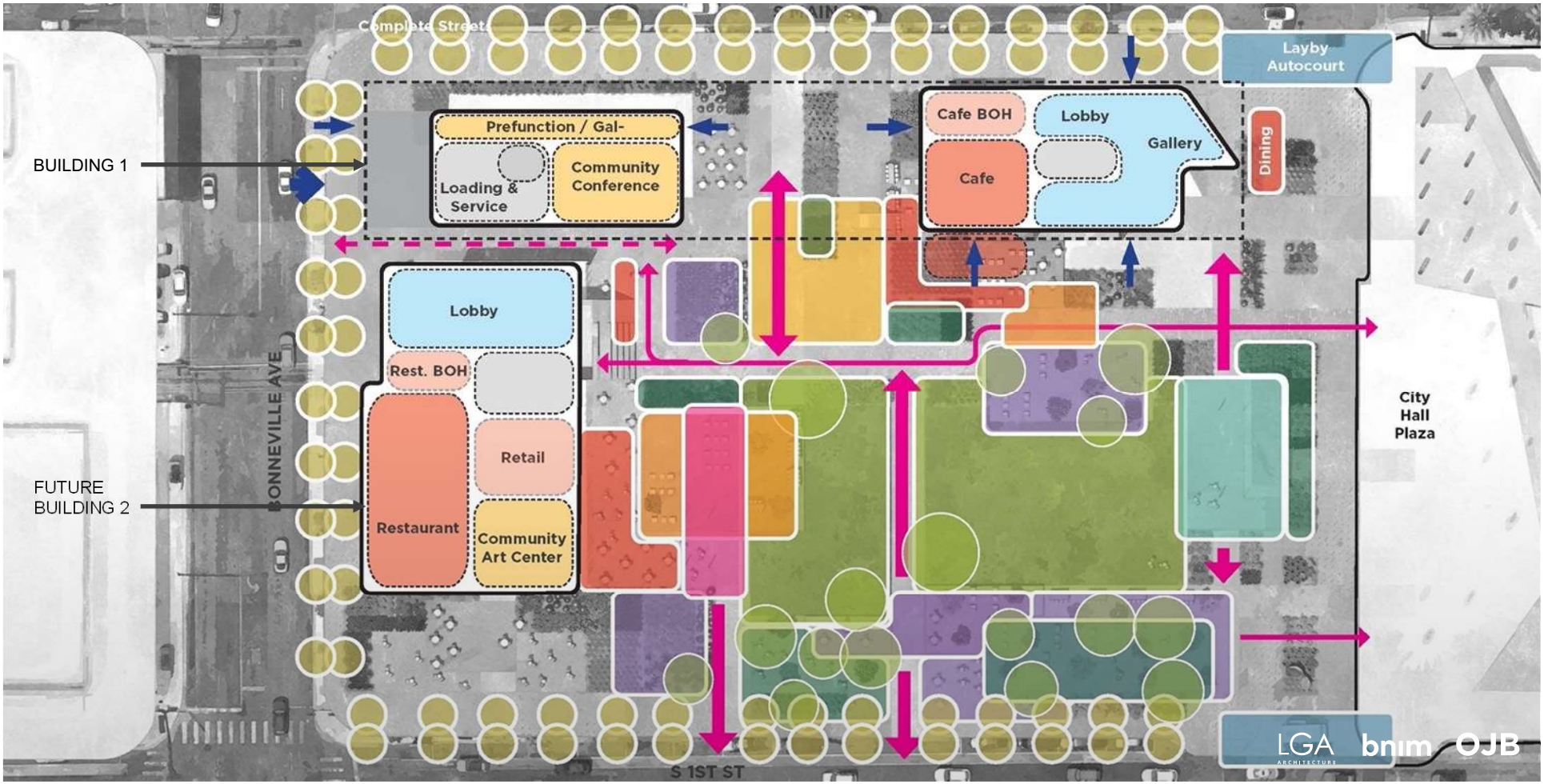
Good Design is Good ~~Business~~ GOVERNMENT

LGA ARCHITECTURE bnim OJB

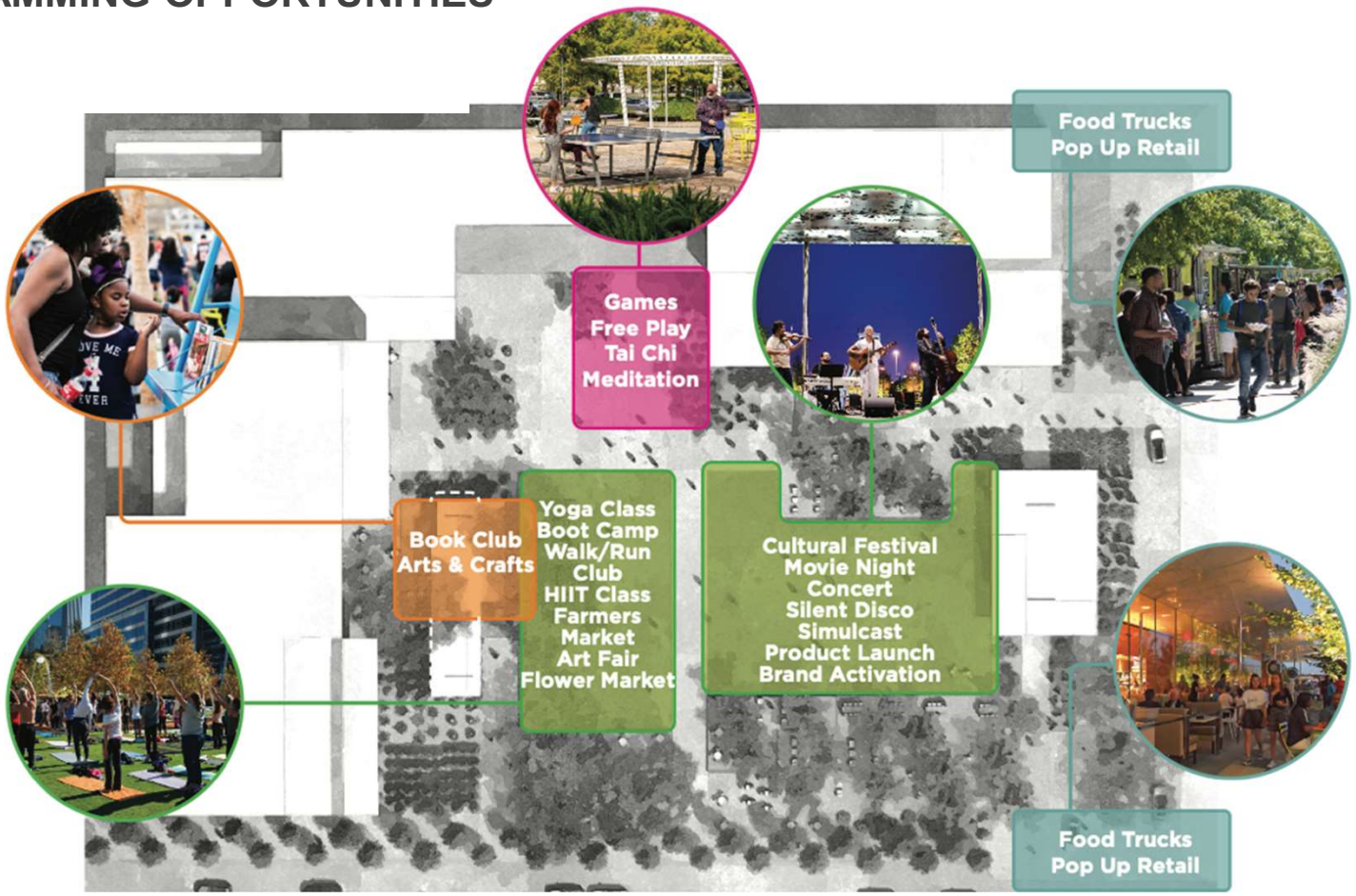
TYPES OF SPACES



TYPES OF SPACES

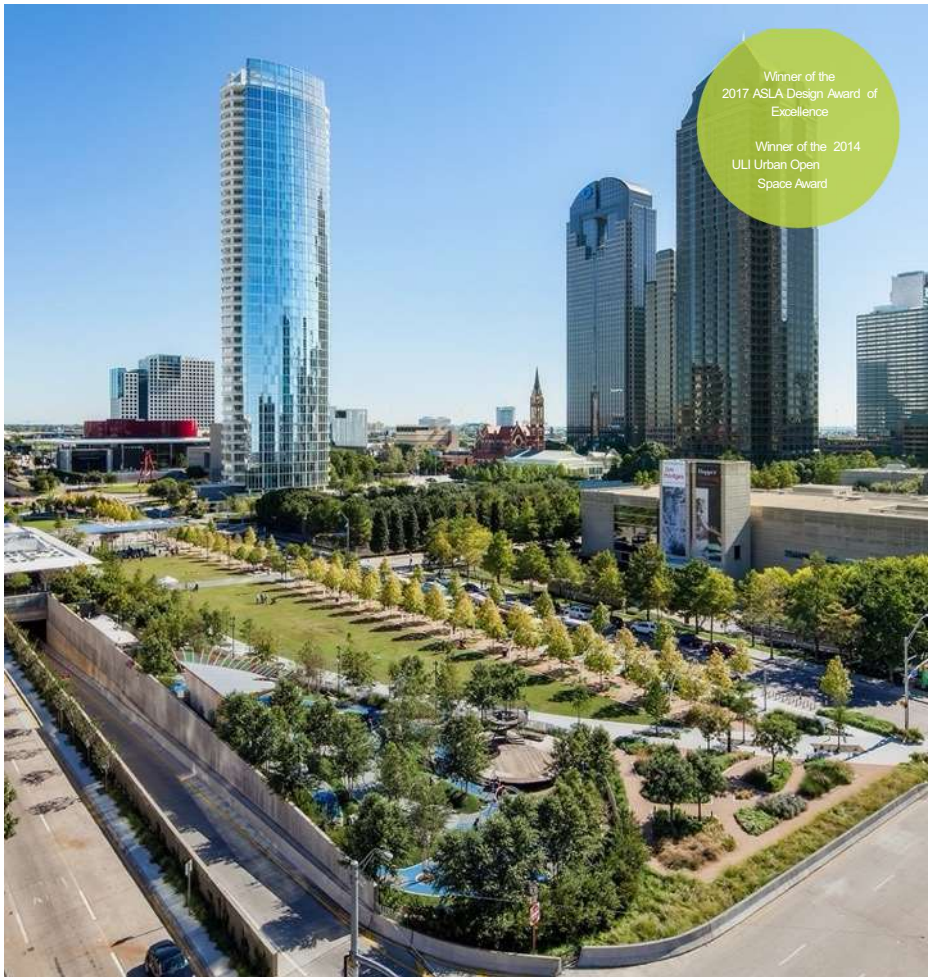


PROGRAMMING OPPORTUNITIES



LGA ARCHITECTURE bnim OJB

PROGRAMMING OPPORTUNITIES



KLYDE WARREN PARK

DALLAS, TX

Size: 5.2 acres
Date Opened: October 2012
Owned By: Woodall Rodgers Foundation, a 501c3
Operated By: Woodall Rodgers Foundation

COST INFORMATION

Total Funds Raised: $112 Million

Total Construction Cost: $97 Million

Cost/SF Entire Deck Park: $428/sf ($ 88M/226,512 sf)

Cost/SF Landscape Only: $56/sf ($12.7M/226,512 sf)

Cost of Restaurant: $6M

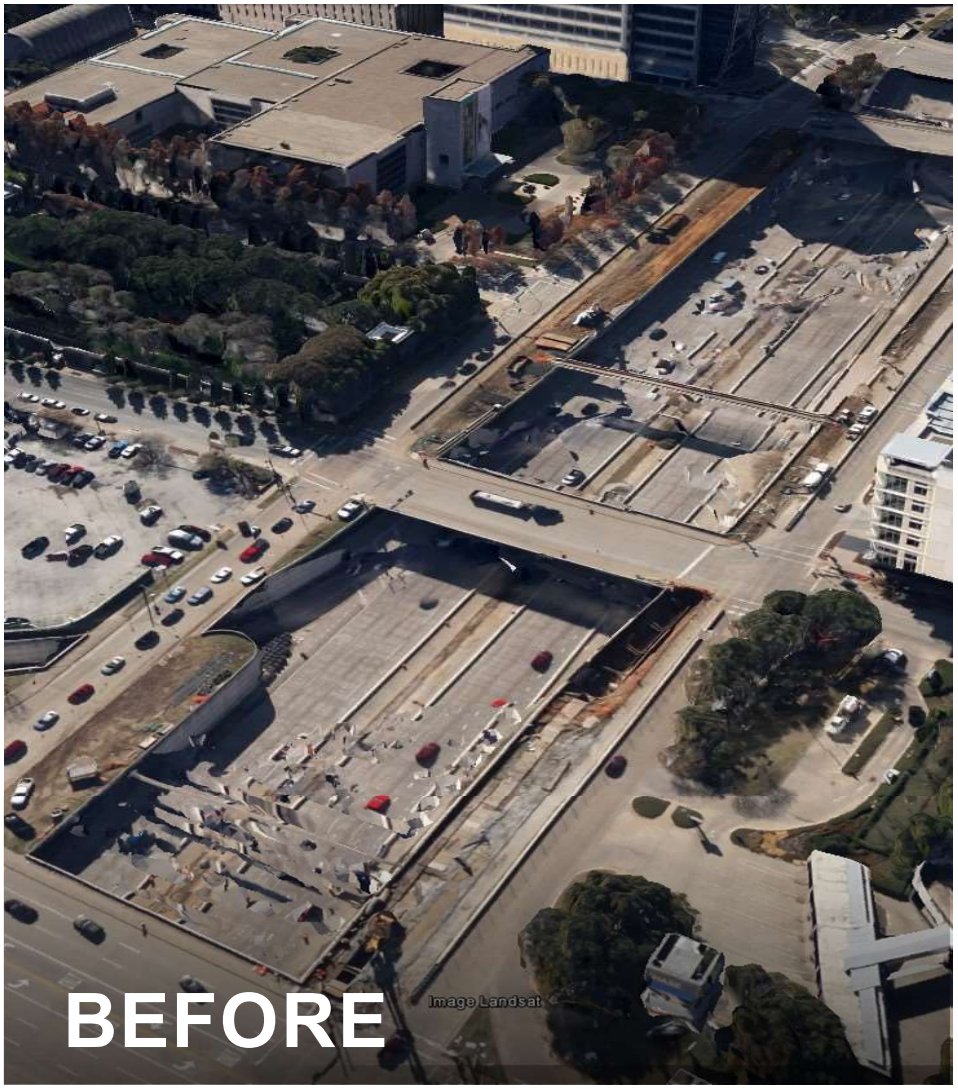
Cost of Performance Pavilion: $3M

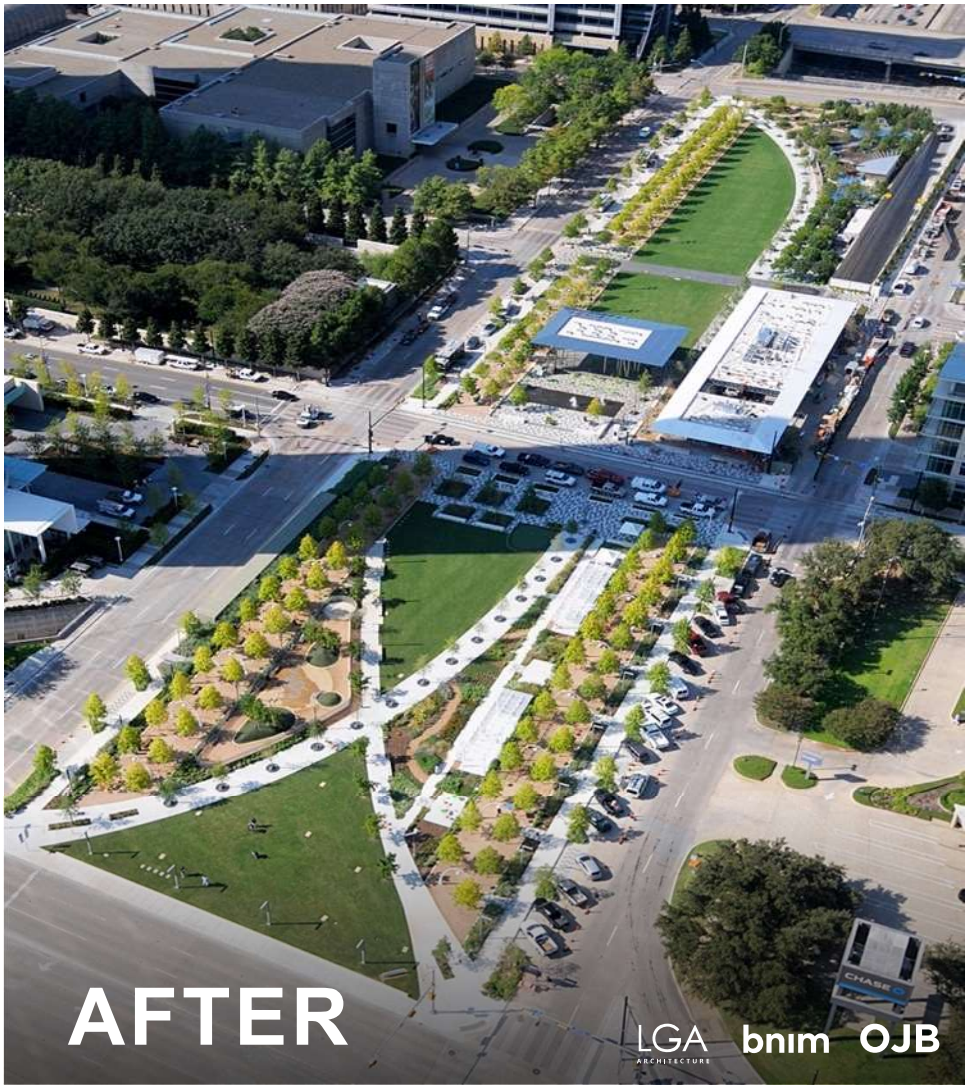
Maintenance & Operations: $4M annual operation budget
*2012 net present value

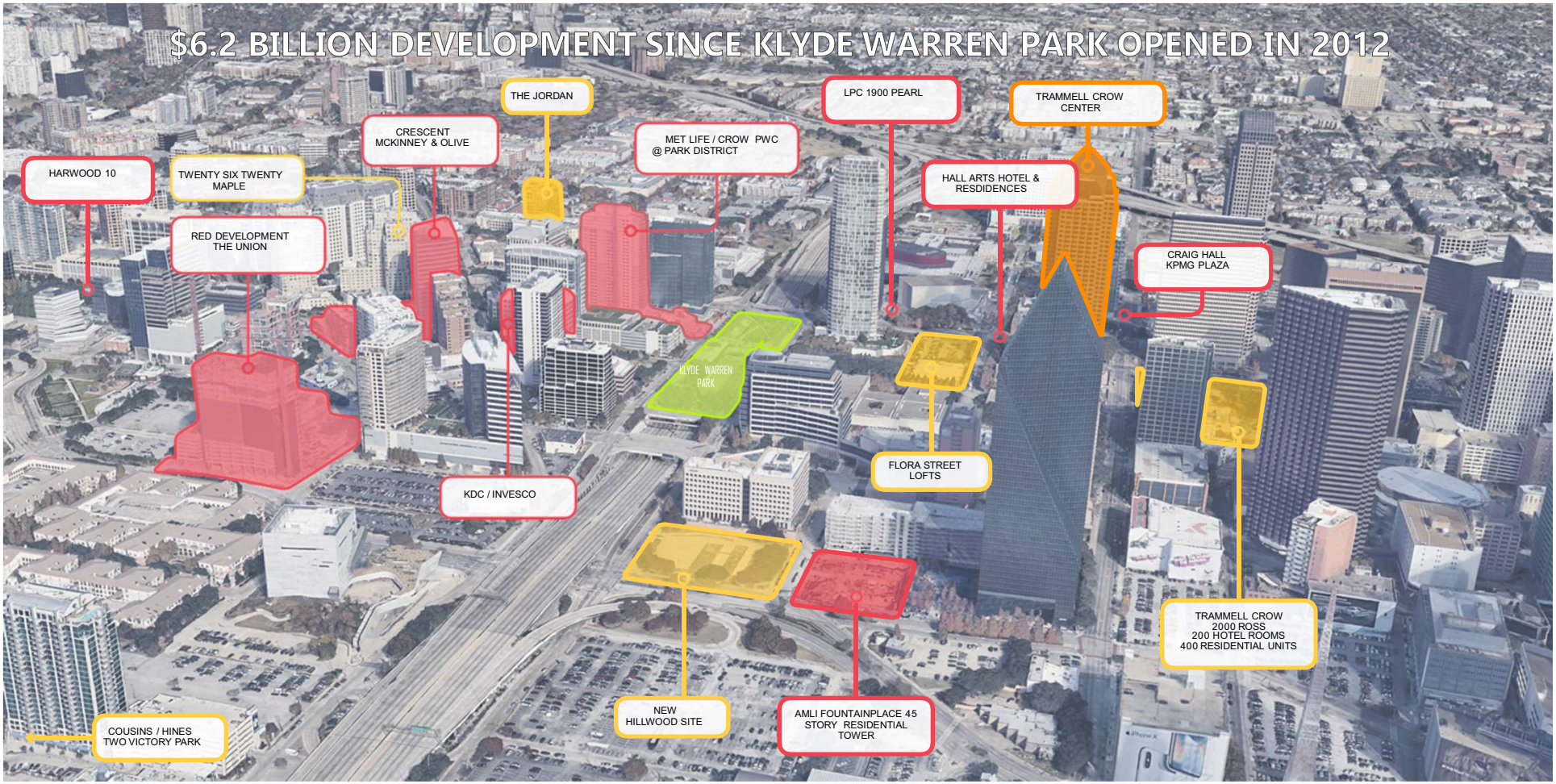
PROGRAM

Children's Garden
Dog Park
Great Lawn
Performance Pavilion
Botanical Garden
Reading Room
Restaurant
To Go Kiosk
Groves
Water Feature Plazas
Lawn
Gaming room
Pedestrian Streetscape
Promenade

LGA ARCHITECTURE bnim OJB

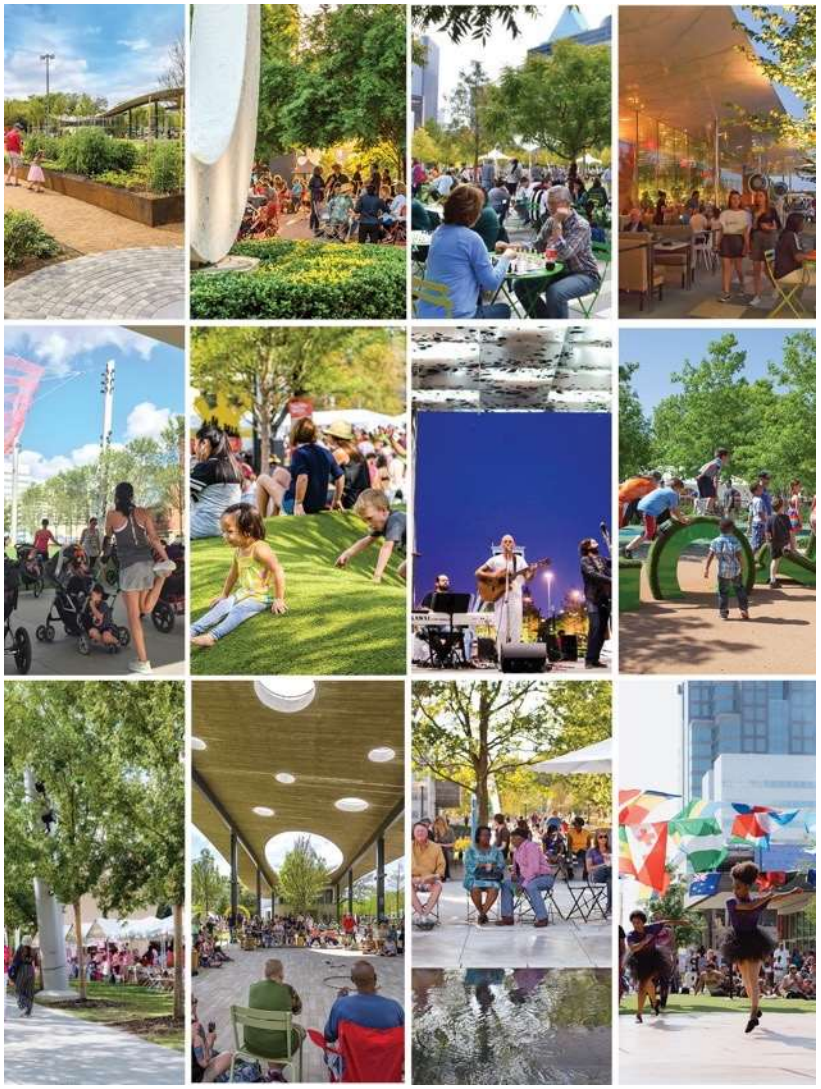

BEFORE
Image Landsat


AFTER
LGA
ARCHITECTURE
bnim
OJB



LGA ARCHITECTURE bnim OJB


WHY ACTIVATE SPACES
INCREASE ATTENDANCE
CREATE SAFER PLACES
ENCOURAGE NEW DEVELOPMENT
CREATE ICONIC DESTINATIONS
DIVERSIFY USER GROUPS
GENERATE REVENUE
ESTABLISH AN IDENTITY
BUILD COMMUNITY
LGA
ARCHITECTURE
bnim
OJB





3 Urban Land Institute
URBAN OPEN SPACE AWARDS
LEVY PARK
KLYDE WARREN PARK
MYRIAD GARDENS

LGA ARCHITECTURE bnim OJB

PARKS AND OPEN SPACE

HOW PARKS & OPEN SPACE SUPPORT PEOPLE EXPERIENCING HOMELESSNESS

SPECTRUM OF POLICY DECISIONS

AWARENESS	ADVOCACY	STEWARDSHIP
INTERMITTENT INTERACTIONS NO DIRECT SERVICES OFFERED ON SITE PARK MANAGEMENT BY ENFORCEMENT OF RULES OR BY DESIGN	FREQUENT INTERACTIONS DEDICATED STAFF TO BUILD RELATIONSHIPS AND TRUST SERVICES OFFERED ON SITE OR DIRECT CONNECTIONS TO SERVICES & SUPPORT GROUPS	RESPONSIBLE PLANNING AND MANAGEMENT OF RESOURCES TO SUPPORT PEOPLE EXPERIENCING HOMELESSNESS CONDUCTING DAILY WELFARE CHECKS DIRECT ON-SITE SERVICES SPECIALTY STAFF TRAINING



LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB



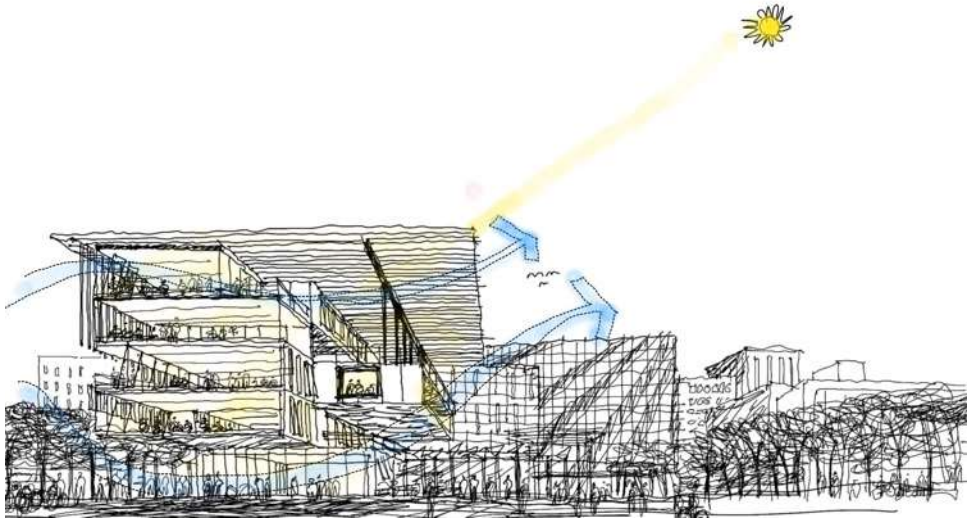
LGA ARCHITECTURE bnim OJB

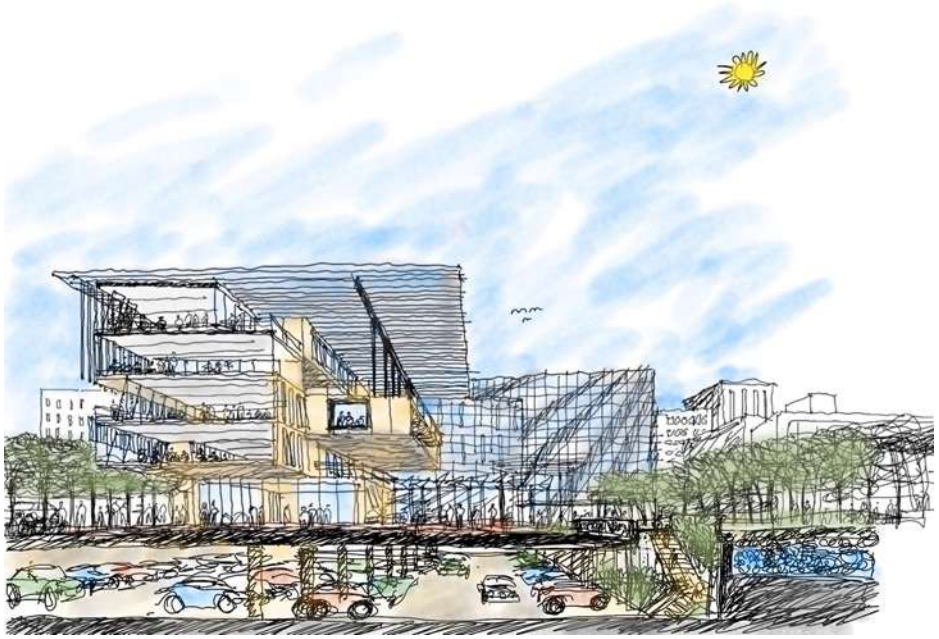


LGA ARCHITECTURE bnim OJB



LGA ARCHITECTURE bnim OJB





Strategies to Achieve Your 2050 Goals and Net-Zero

LGA ARCHITECTURE bnim OJB





2050 Catalytic Development – Places People Want to Be

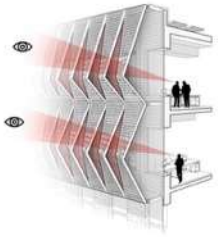
LGA ARCHITECTURE bnim OJB



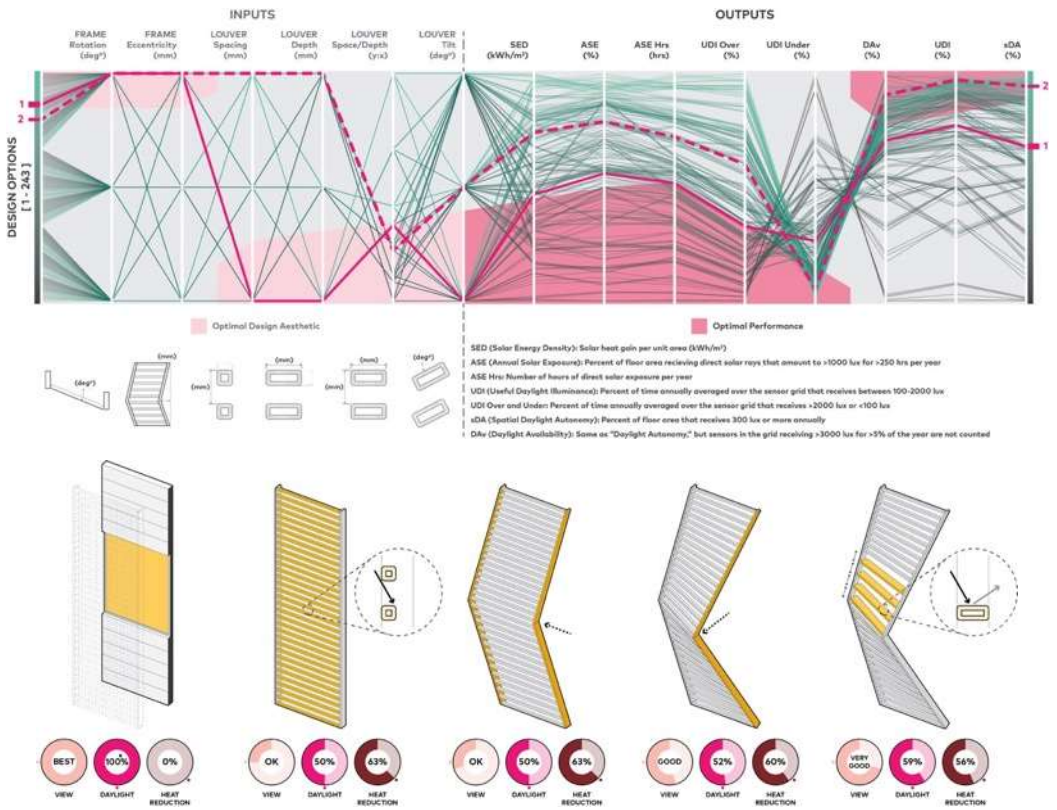
Optimize Shade



Harvest Daylight

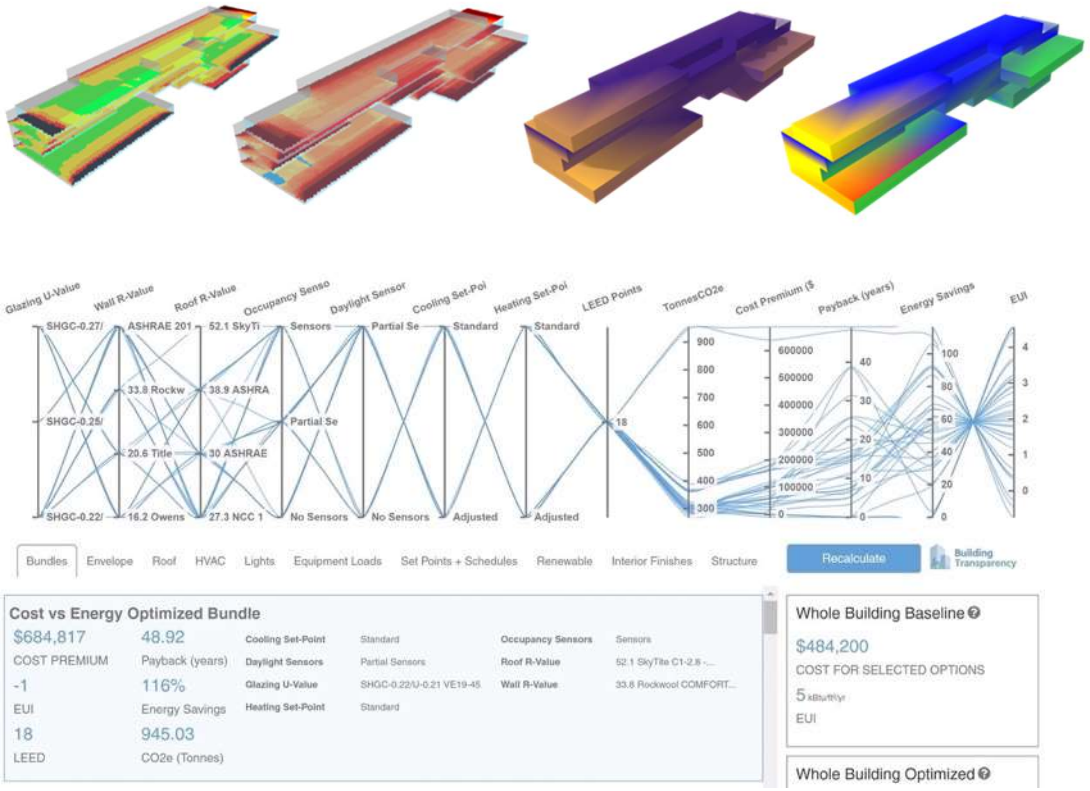


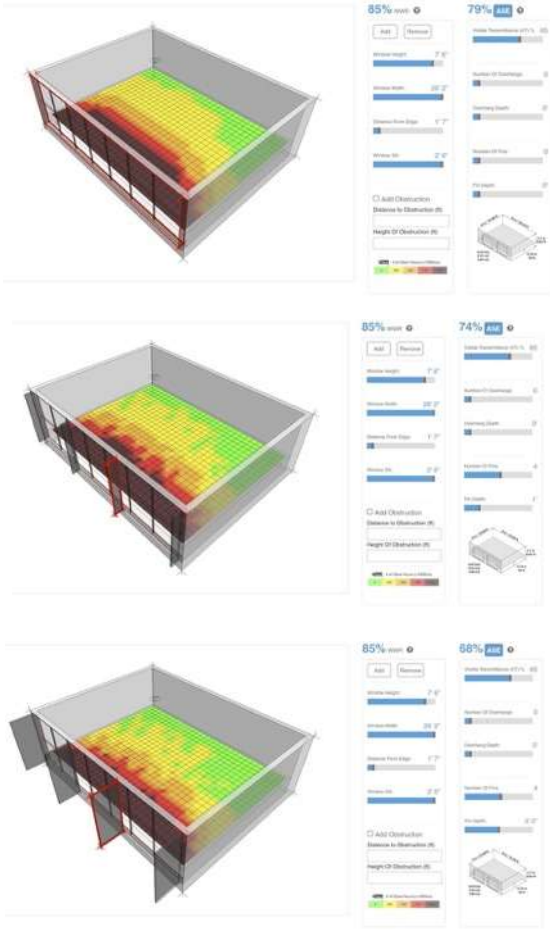
Capture Views



Integrated Design and High - Performance Solutions

LGA ARCHITECTURE bnim OJB





Designing to Predict Comfort and Performance

LGA ARCHITECTURE bnim OJB

Why this team?...



LGA ARCHITECTURE bnim OJB

A video was shown for this slide, which can be viewed in the video for this meeting.


LGA bnim OJB
ARCHITECTURE

Q&A

LGA ARCHITECTURE bnim OJB

kga + SASAKI



presentation prepared for **the City of Las Vegas**

Downtown Civic Center Building and Plaza

Submitted at City Council
Date: 6/16/2021 Item: 39
Submitted by: KGA, Inc.



James C. Lord, II

Partner, CEO
Architect, AIA

"This project is the next logical step in the immersive evolution of Downtown Las Vegas. It deserves an immersive project design - a holistic combination of architectural, landscape and interior design to create a singular new place in our city."



Anna Cawrse

Director of Denver Office,
Landscape Architect, PLA, ASLA

"Our civic spaces are what define great cities. This project will bring a new energy and definition of what a civic plaza is for Las Vegas! I'm humbled by the opportunity to be a part of this project."



Brian Henley

Partner, Director of Design
Architect, AIA, LEED AP

"As a lifelong Las Vegan, I can't wait to see this project bring another level of excitement to downtown. The transformation of DTLV means a lot to the city, and I would be very honored to have a chance to contribute."



James C. Lord, II
kga



Mark Dawson
Sasaki



Lee Norsworthy
kga



Anna Cawrse
Sasaki



Brian Henley
kga



Ashley Pelletier
Sasaki



Chelsea Lavell
kga



Anthony Fettes
Sasaki



Kris Piyaachariya
kga



Zachary Chrisco
Sasaki



George Sovich
kga



Einat Rosenkrantz
Sasaki



Stan Southwick
Southwick Landscape



Guy Morris
Lochsa Engineering



Aaron Hastings
Arroyo Engineering



Steve Schiller
John A. Martin & Associates



Rob Finnegan
FEA Consulting Engineers



Justin Veilleux
FEA Consulting Engineers



Joe Garcia
National Technology Assoc.



Jim Begley
TERPconsulting



Dave Ray
GrnVision



Michael Schwob
Schwob Acoustics



Michael Lee
Curtainwall Design Consulting



Ken Lay
Gable



Alan Taylor
HKA Elevator Consulting



Analene Belanger
RWDI



Kim Goss
Access by Design



Martin Hayes
SASC - Hayes Consulting



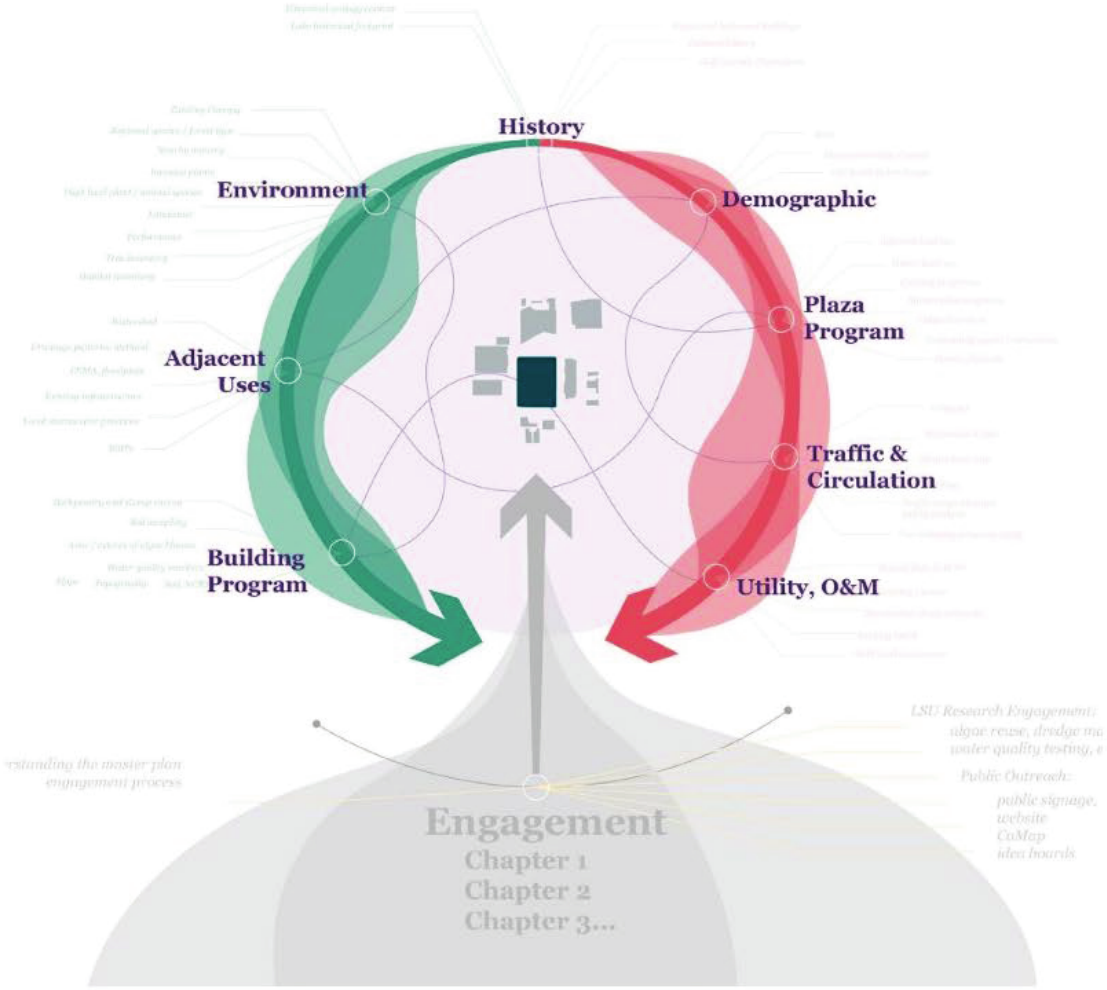
Simon James
Rider Levett Bucknall



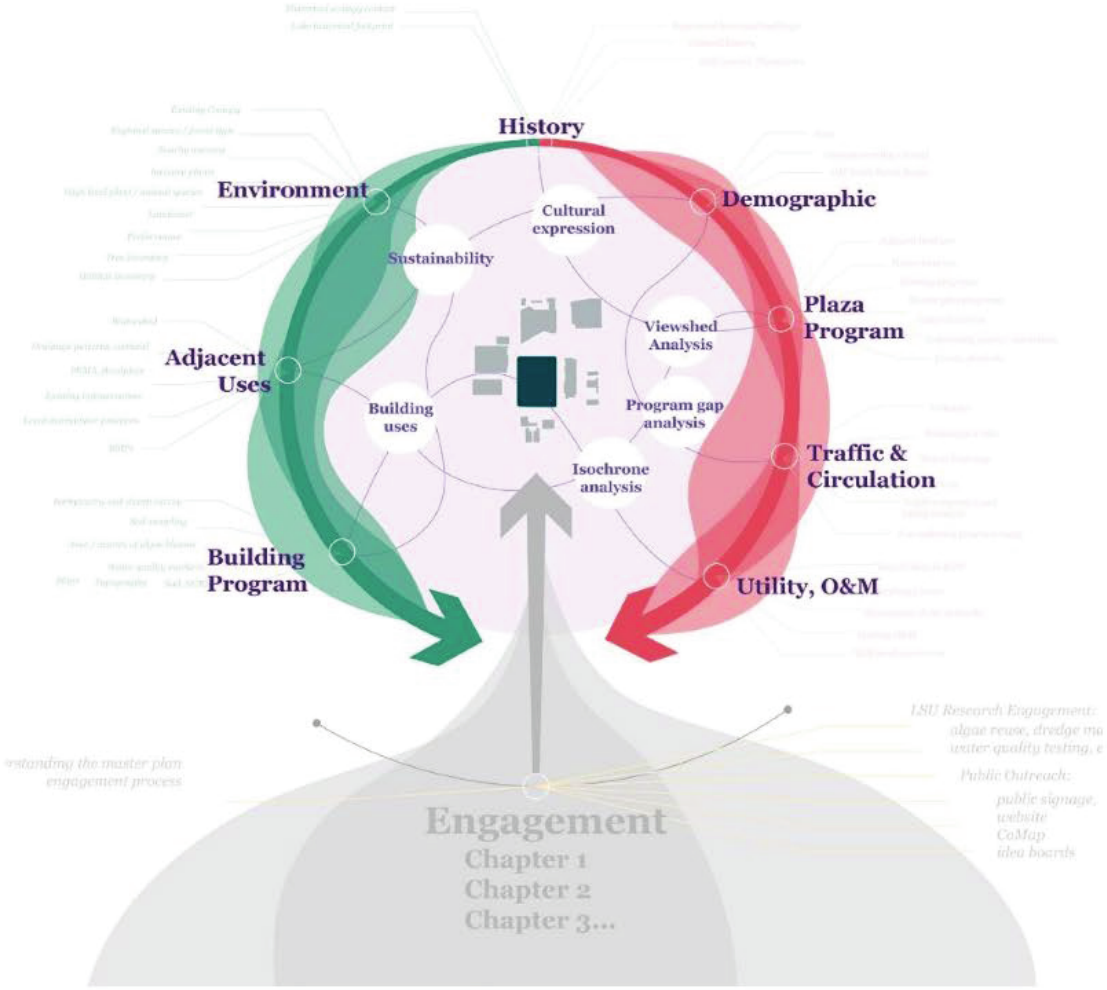
Laura Henkel
ArtCulture PR

NV/LV Firm + Resident

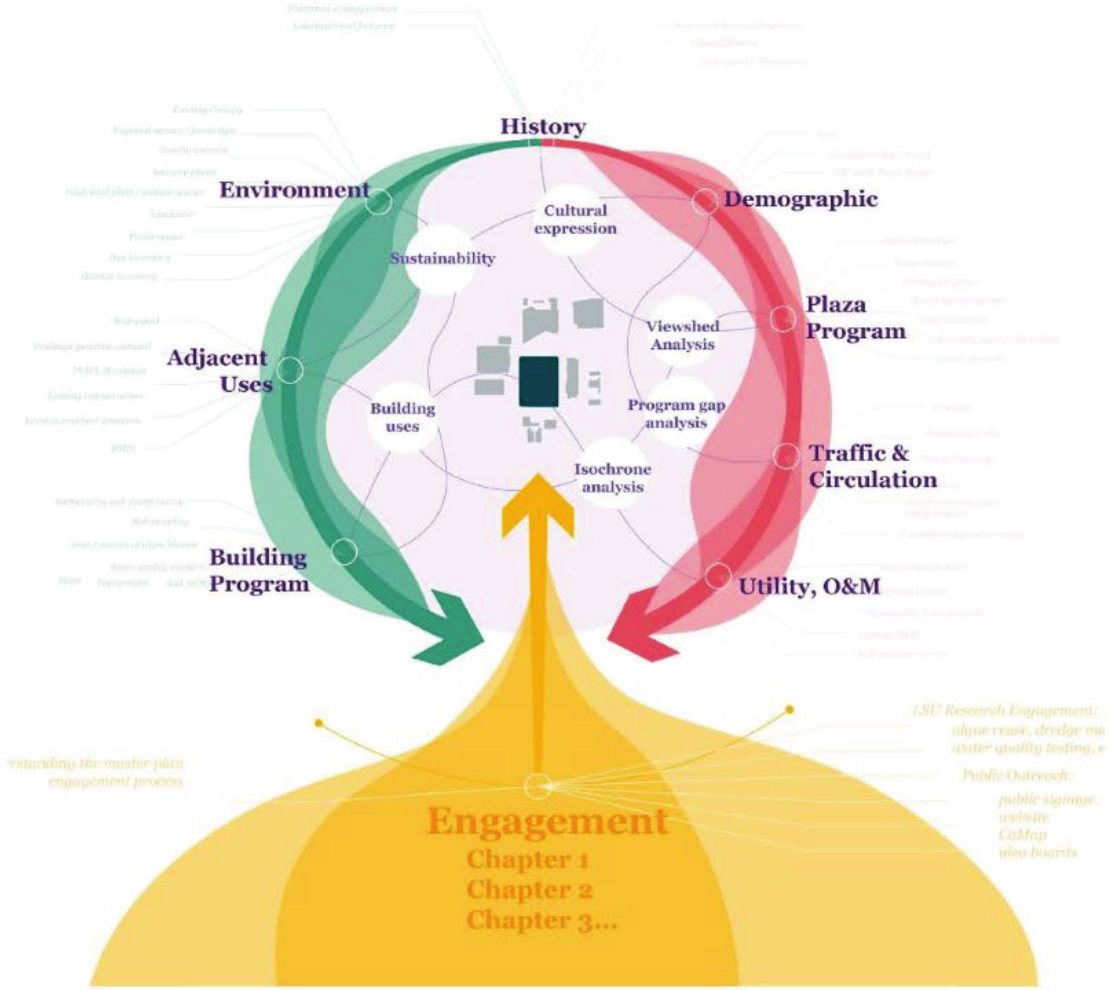
Step 1:
Inventory & Data



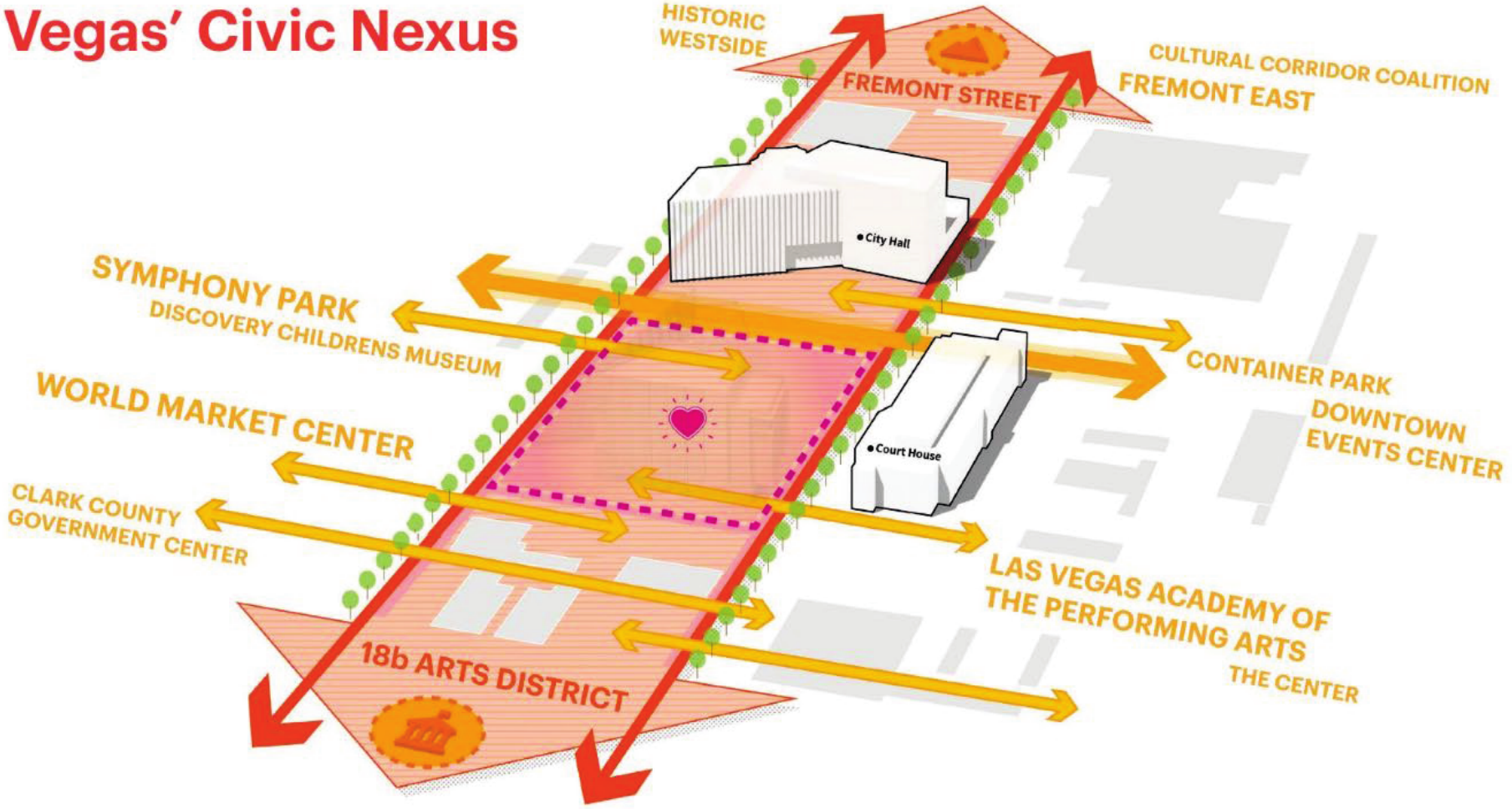
Step 2:
Discovery & Analysis



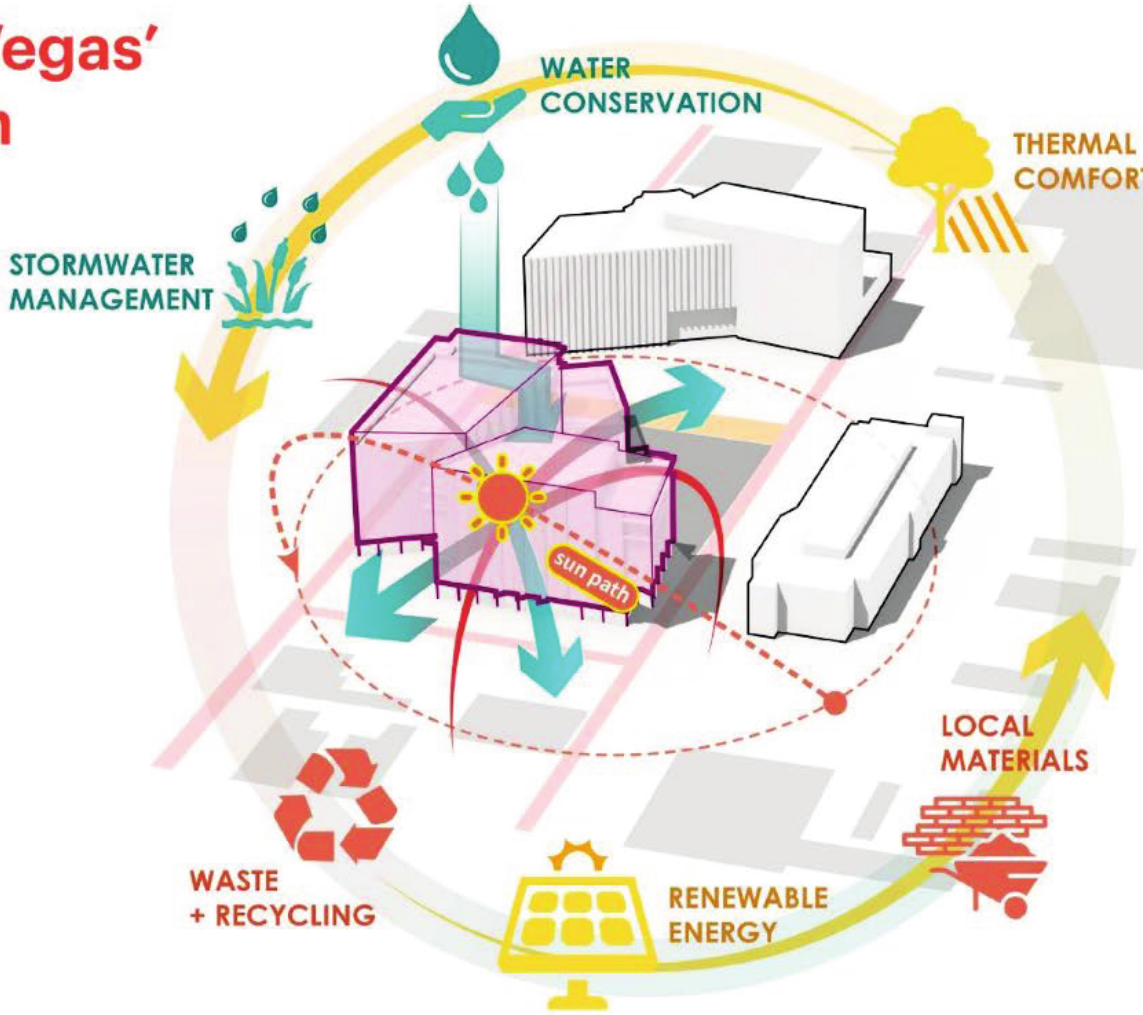
Step 3:
Engagement



Las Vegas' Civic Nexus

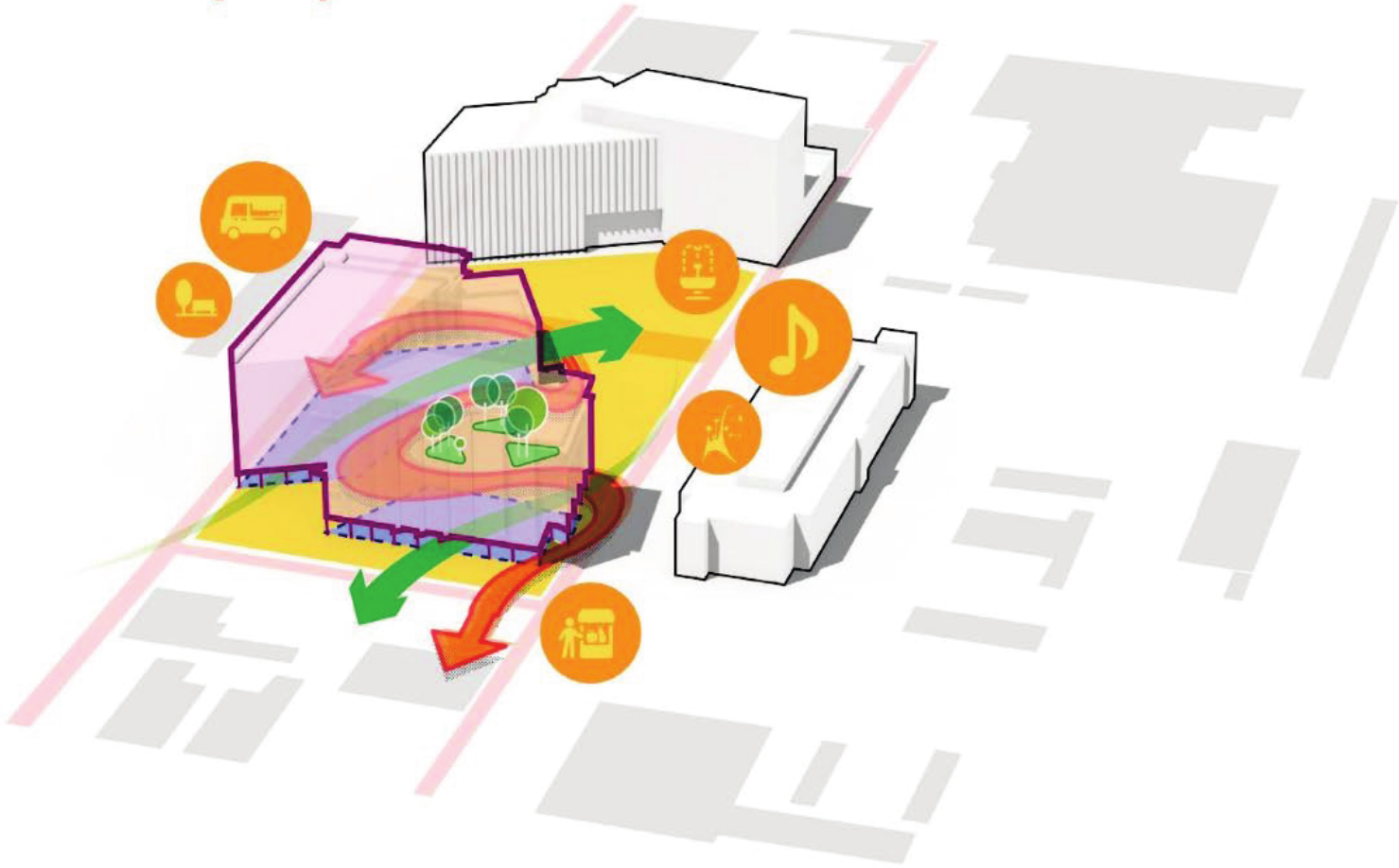


Celebrate Las Vegas' Natural & Urban Environment

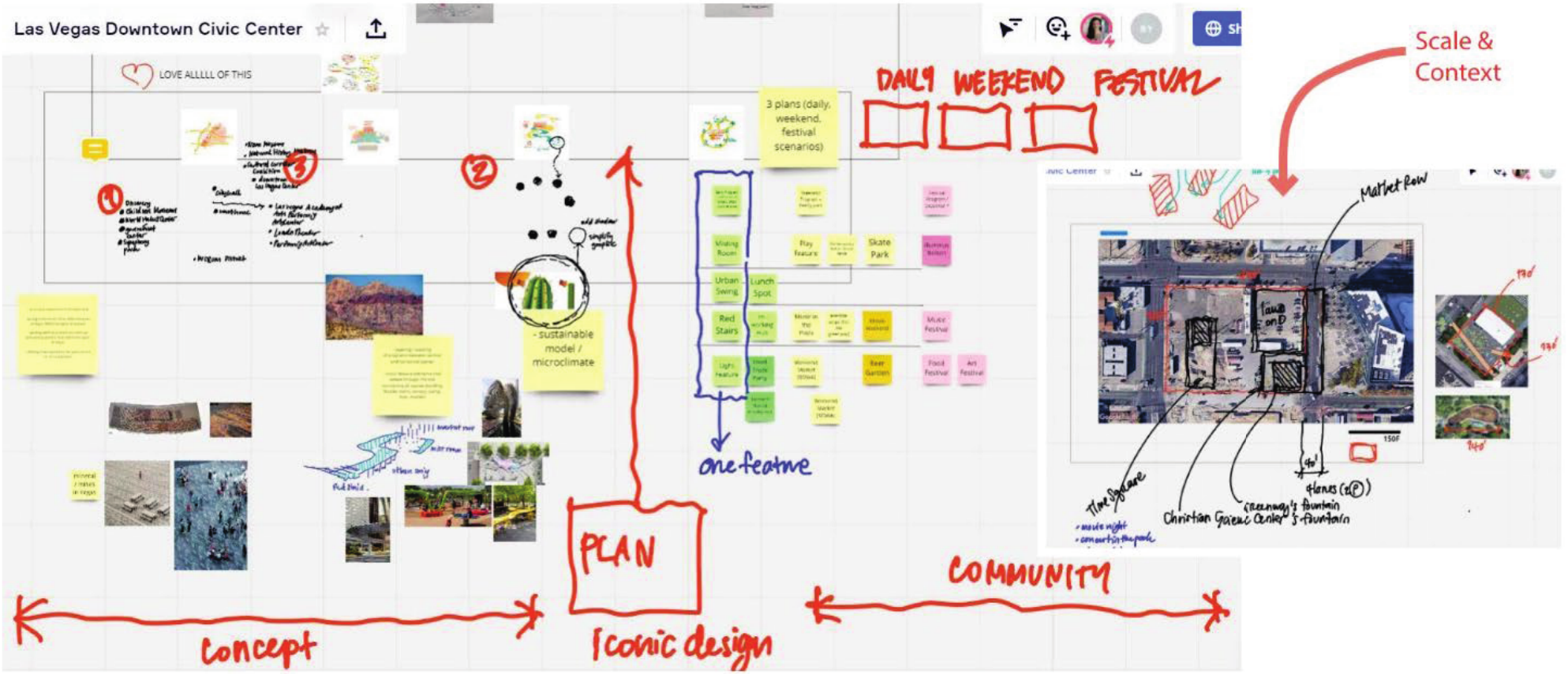




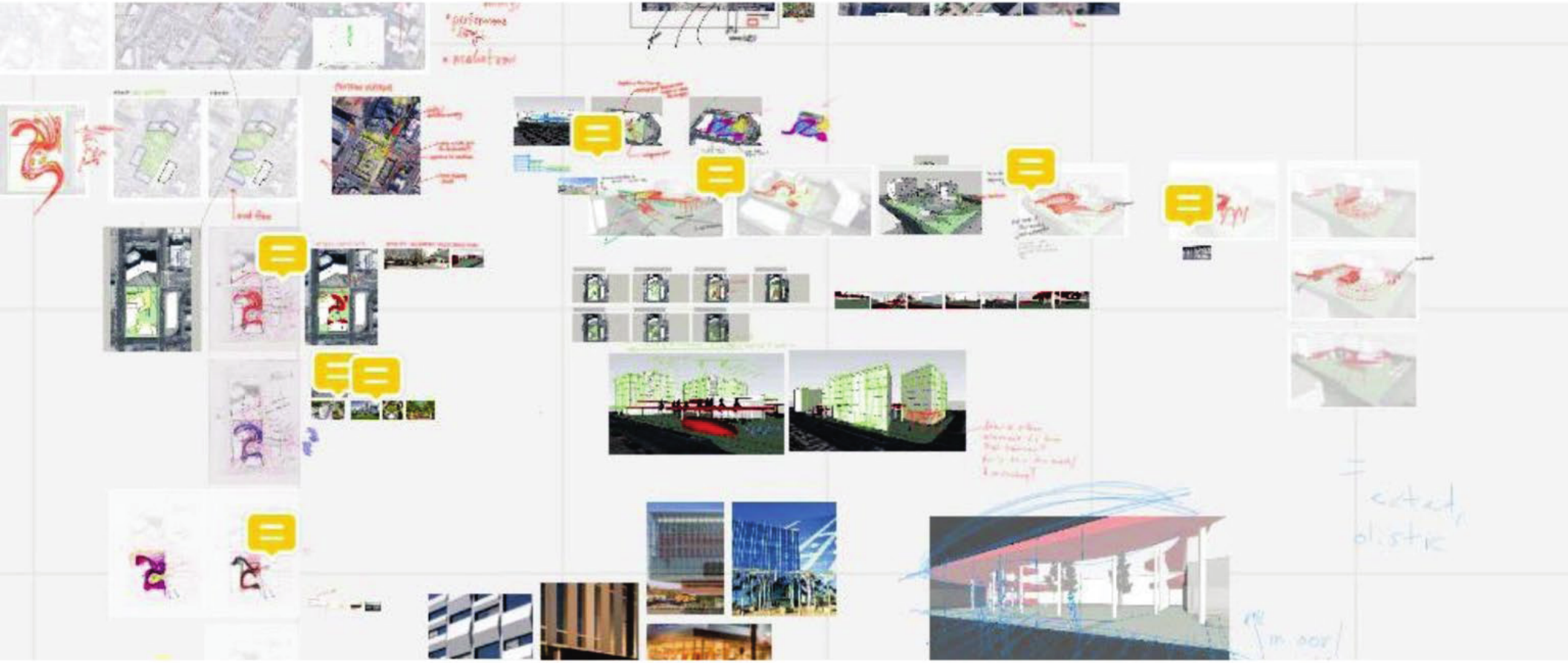
One place. One project.



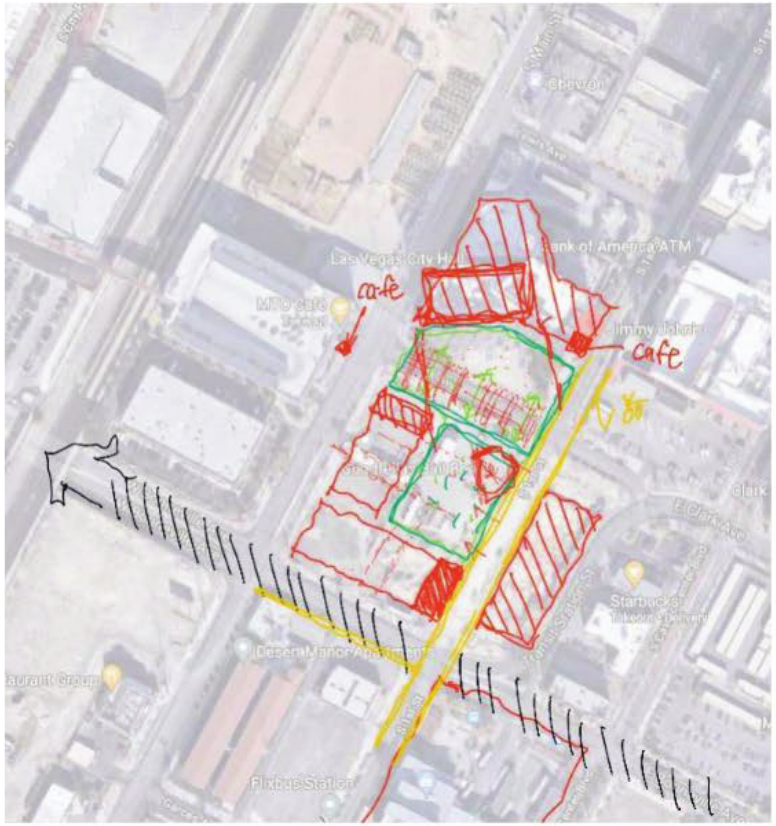
Collaboration + Ideation...



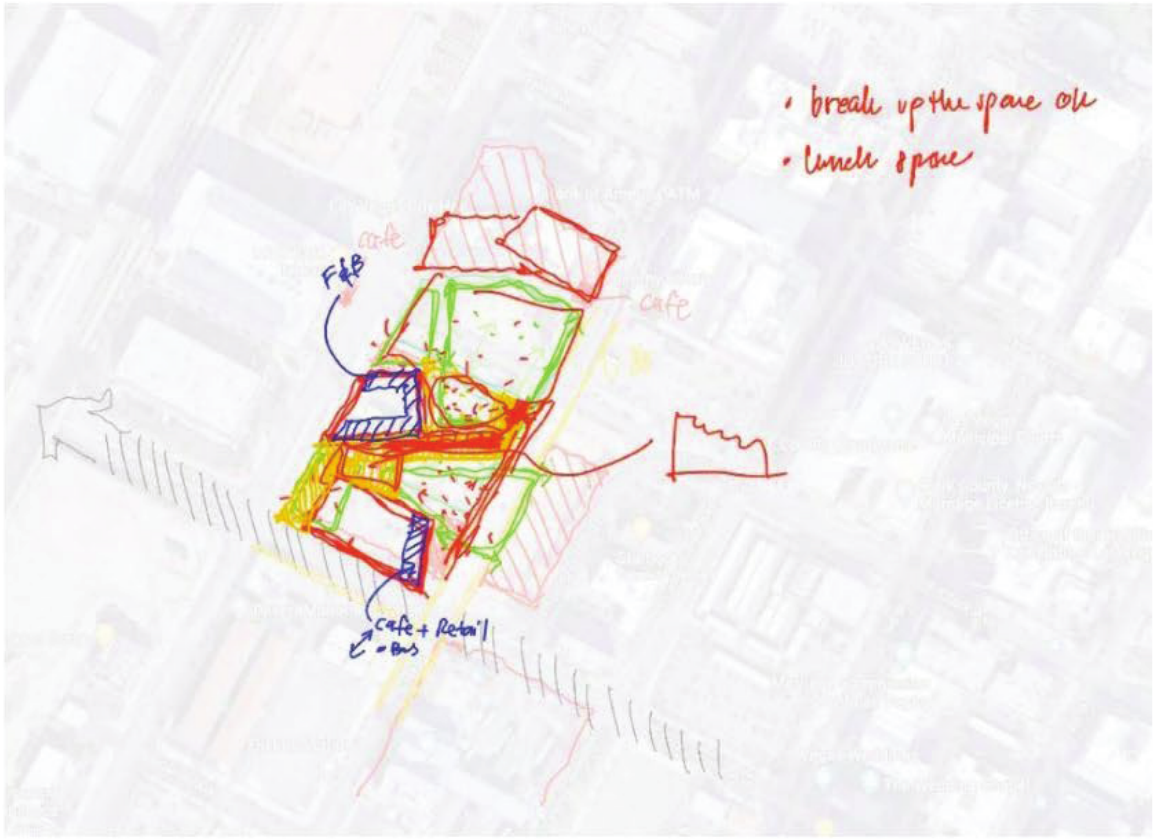
And...MORE Ideation



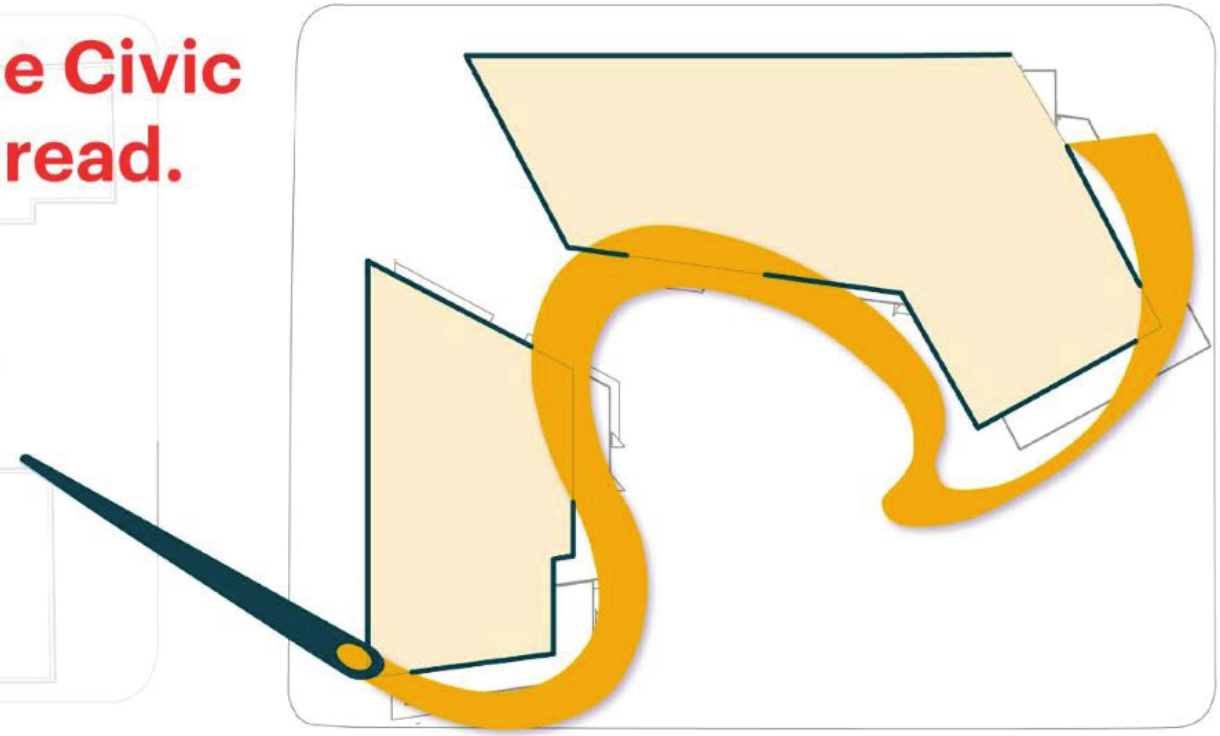
Concept 1: Reach Out

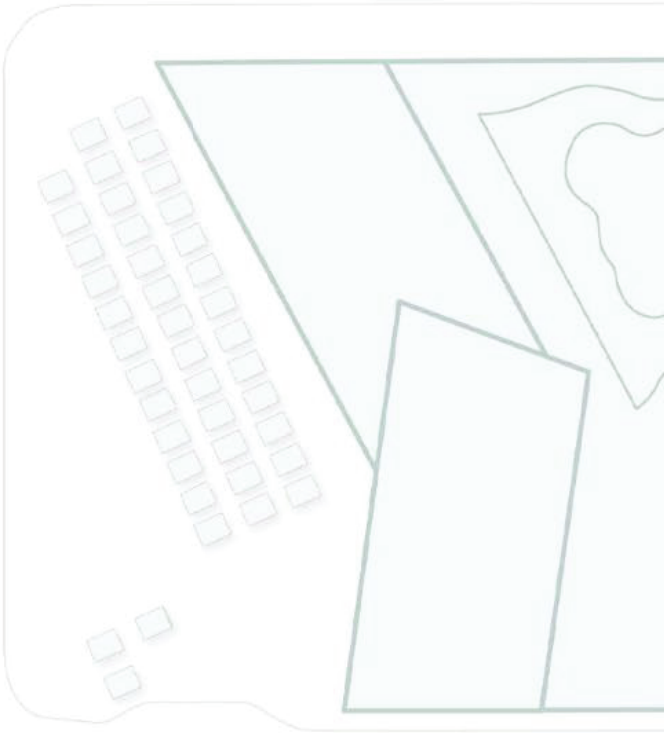


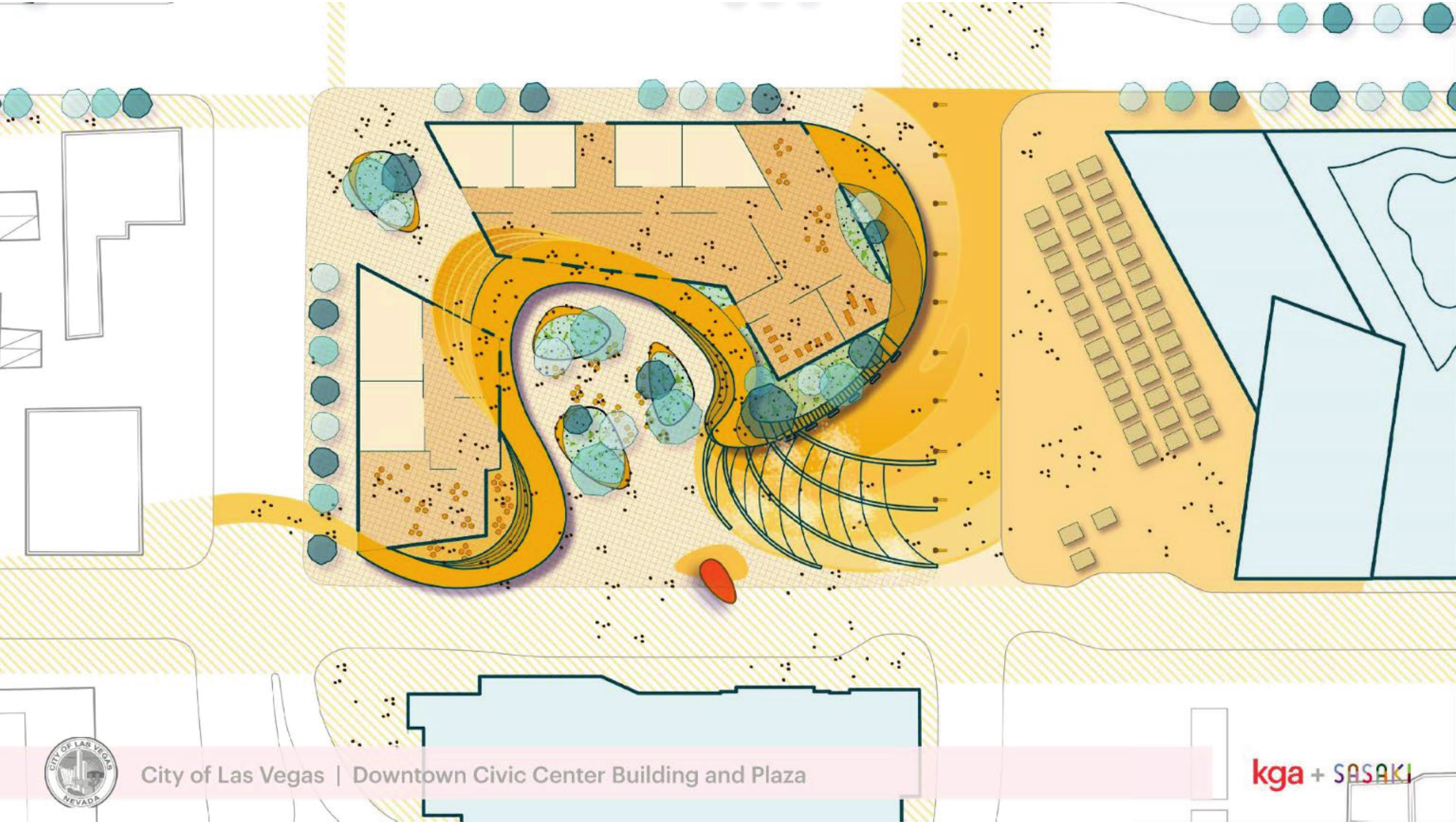
Concept 2: Twist

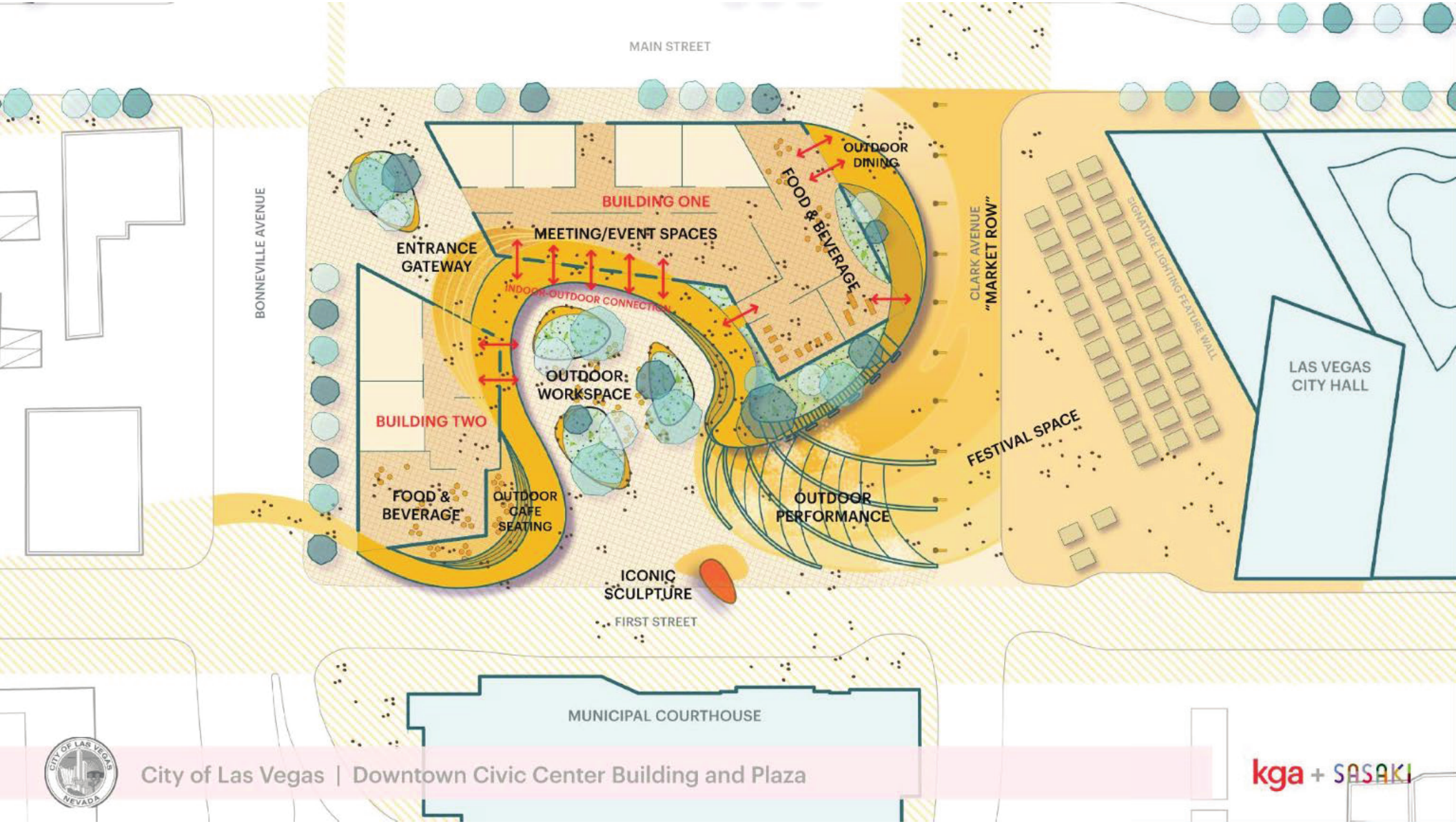


The Civic Thread.






City of Las Vegas | Downtown Civic Center Building and Plaza
kga + SASAKI


MAIN STREET
BONNEVILLE AVENUE
BUILDING ONE
ENTRANCE GATEWAY
MEETING/EVENT SPACES
INDOOR-OUTDOOR CONNECTION
OUTDOOR DINING
FOOD & BEVERAGE
CLARK AVENUE
"MARKET ROW"
SIGNATURE LIGHTING FEATURE WALL
LAS VEGAS CITY HALL
OUTDOOR WORKSPACE
BUILDING TWO
FESTIVAL SPACE
FOOD & BEVERAGE
OUTDOOR CAFE SEATING
OUTDOOR PERFORMANCE
ICONIC SCULPTURE
FIRST STREET
MUNICIPAL COURTHOUSE
City of Las Vegas | Downtown Civic Center Building and Plaza
kga + SASAKI

Spaces for everyday, and the big day.

Daily Program

Civic Plaza, open to all
Outdoor Dining Patios
Shaded Indoor-Outdoor Workspace

Weekend Program

Market Row
Outdoor Performance Space
Outdoor Food & Beverage, permanent and transient

Festival/Event Program

Festival Space
Enlarged Outdoor Performance Space
City Hall as iconic "stage backdrop"




City of Las Vegas | Downtown Civic Center Building and Plaza
kga + SASAKI

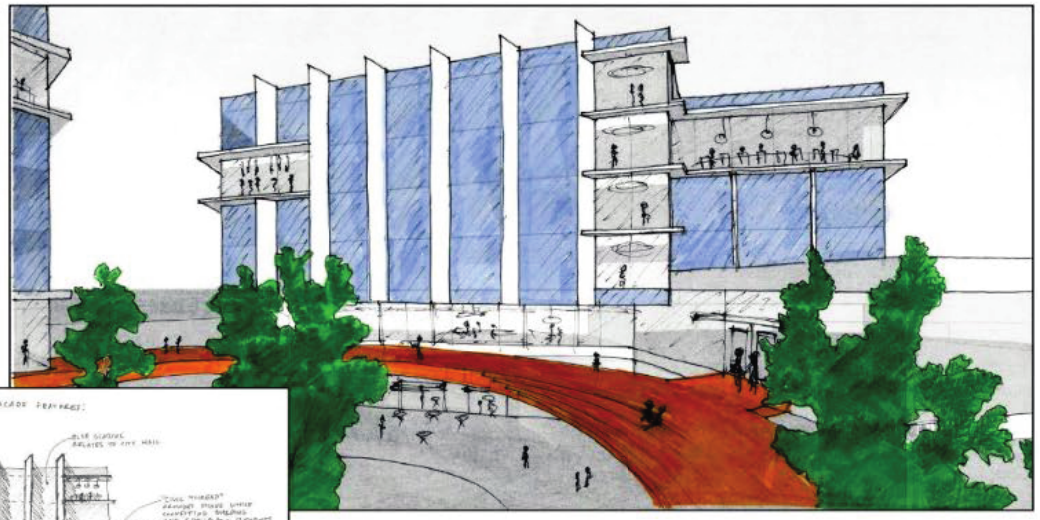

BUILDING TWO
BUILDING ONE
CLIMATE AND PROGRAM-RESPONSIVE BUILDING SKIN
BUILDING-TO-PLAZA VIEW CONNECTIONS
GREEN SPACES
DOWNTOWN VIEWING STEPS
SECOND FLOOR CIVIC THREAD
SMART GRID POLES
URBAN SWINGS
MISTING ROOM / PERFORMANCE PLAZA
ICONIC SCULPTURE
SIGNATURE LIGHTING FEATURE WALL
LAS VEGAS CITY HALL
City of Las Vegas | Downtown Civic Center Building and Plaza
kga + SASAKI

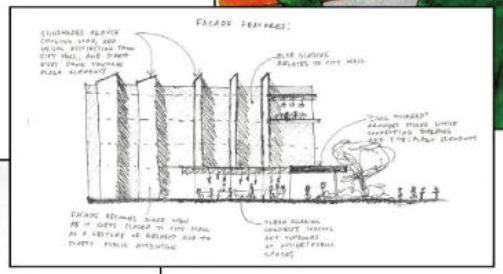
Facade Concepts

Responsiveness to solar conditions
Sunshades react to facade orientation to reduce cooling loads and contribute to the building's appearance and sustainability.

The Civic Thread as shading device and active circulation
The Civic Thread canopy feature winds throughout the side, provides shade below, and connects programs above while providing novelty and views to visitors which activates the space.

Respect for City Hall
Facade becomes more open as it comes closer to City Hall, to create an overall gesture of "opening up" to welcome citizens to City Hall and follow the Civic Thread in unifying the complex.







Communication of active programs
Active programs, including spaces on the lower levels with indoor-outdoor connections, feature extra-clear low-iron glass

Privacy for secure programs
Private or secure programs feature blue glazing to match City Hall



Phased Implementation

Phase One

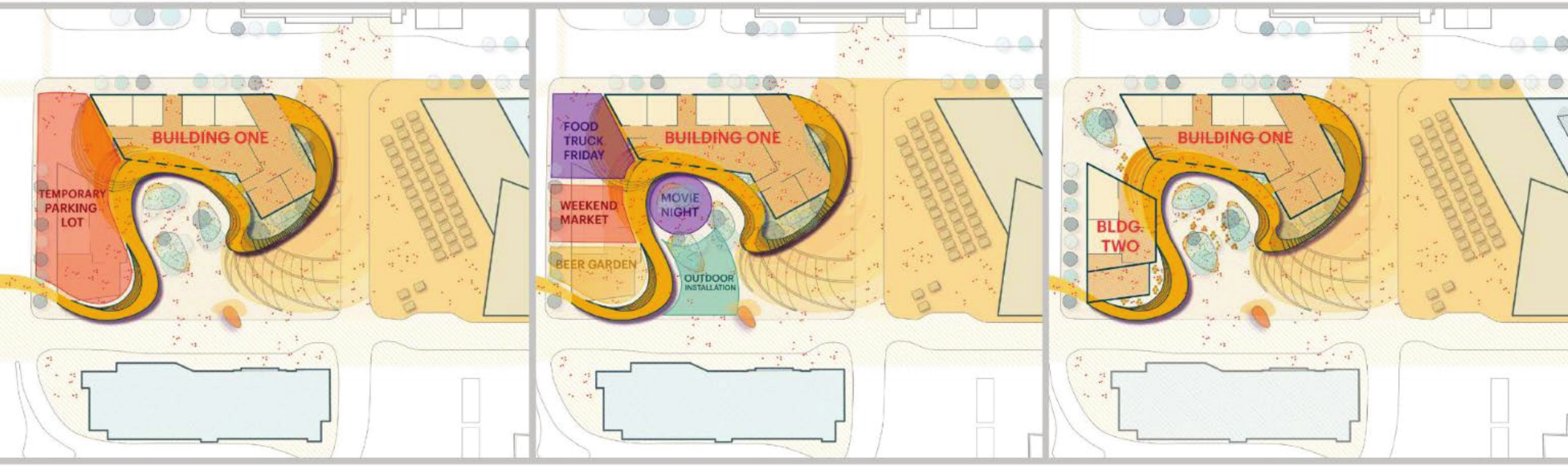
Temporary parking in Building Two location
Civic Thread constructed to full length, acting as 'gateway' structure and plaza edge

Community Pop-Up Uses

Parking lot usable for pop-up events
Relationship between temporary event lot and permanent plaza areas through the Civic Thread

Phase Two

Building Two constructed
Civic Thread structure integrated into new building to complete the civic campus



DESIGN OBJECTIVE:

Spark the next transformative moment in downtown's renaissance by making urban and civic connections.



DESIGN OBJECTIVE:

Design for the downtown of today, and the downtown of our dreams, by creating versatile spaces.



DESIGN OBJECTIVE:

Advance the City's vision for the future, starting today, through sustainable planning and smart technology.



DESIGN OBJECTIVE:

Create a safe, controlled and comfortable environment that amplifies citizens' connection to City Hall.



DESIGN OBJECTIVE:

Always remember Las Vegas' history of being bold and innovative unlike anywhere else.



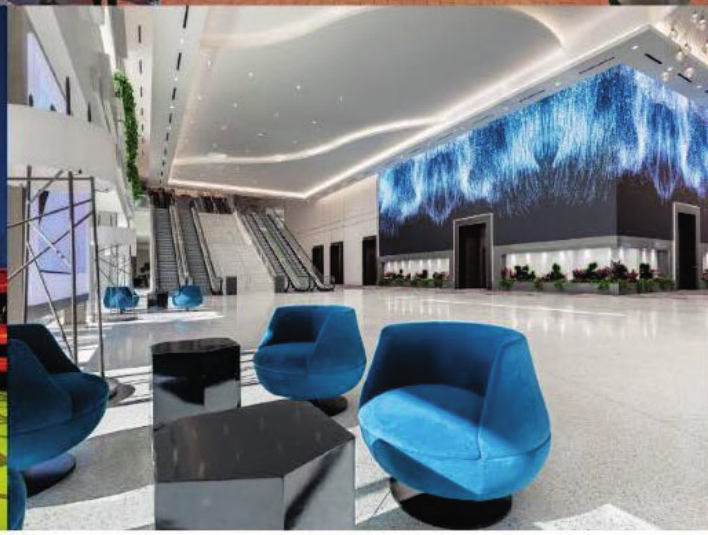



UFC









PAST

Our team has decades of experience, including 5 decades of history working in the City of Las Vegas, and a proven track record of innovative, beautiful design projects completed on time and on budget.

PRESENT

Our team is a creative, talented, multi-generational and diverse group of individuals committed to providing an inclusive, inventive design solution for the betterment of the City and its people.

FUTURE

We are passionate, driven, and committed to this project, and we truly hope to have the opportunity to help the City of Las Vegas bring this vision to life.






kga
SASAKI
CITY OF LAS VEGAS
NEVADA
Thank You!

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
38

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the ratification of Randy Robison as the Director of the Office of Government and Community Affairs ($150,150 + Benefits - General Fund)

FISCAL IMPACT:
Budget Funds Available
Amount: $150,150 + Benefits
Funding Source: General Fund
Dept./Division: Office of Government and Community Affairs

PURPOSE/BACKGROUND:
Mr. Robison is currently the Deputy Director of the Office of Government and Community Affairs for the City or Las Vegas, and has served as Acting Director since February 2021. Randy has over 25 years of lobbying and government affairs experience. Prior to his work with the City, Randy served as the Director of State Legislative and Government Affairs for CenturyLink. Preceding his work with CenturyLink, Randy served as Owner/President of a government affairs and legislative advocacy firm. Throughout his career in government affairs, Randy represented industry associations in education, local government, construction, finance, and small business. Randy holds a B.A. in Political Science from Brigham Young University.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
39

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
Discussion for possible action to approve filing an appeal or a writ petition in the Nevada Supreme Court relating to a decision granting a petition for judicial review entered in Resource Transition Consultants, LLC, et al. v. City of Las Vegas, Case No. A-20-808277-W in the Eighth Judicial District Court - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On June 14, 2021, the District Court entered an oral decision granting a petition for judicial review in Resource Transition Consultants, LLC, et al. v. City of Las Vegas. A written order is pending before the court. The court's decision vacated, without prejudice, the City Council Designee's imposition of civil penalties as a result of nuisance conditions on the site of the former Moulin Rouge Hotel. The City Attorney's Office considers the Court's decision legally improper and thus there exists a legal basis to appeal the matter to the Nevada Supreme Court through a petition for writ relief or direct appeal.

RECOMMENDATION:
Council should discuss and provide direction to the City Attorney

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
40

DEPARTMENT: Community Services **DISCUSSION**
DIRECTOR: Kathi Thomas

SUBJECT:
Discussion for possible action regarding the Neighborhood Partners Fund (NPF) Board recommendations to allocate $39,142.30 for 11 neighborhood projects (General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $39,142.30
Funding Source: General Fund
Dept./Division: Office of Community Services

PURPOSE/BACKGROUND:
The Neighborhood Partners Fund (NPF) Program was designed to encourage neighborhoods to take an active role in improving the quality of life in city of Las Vegas neighborhoods by enhancing the physical, public safety, cultural, recreational or educational conditions of a neighborhood. The program grants up to $5,000 to registered neighborhood groups (neighborhood associations and HOA's). This year's NPF project allocation of $39,142.30 will leverage a community match of $65,603.80 in volunteer labor, in-kind donations of goods and services and/or financial contributions.

RECOMMENDATION:
The Neighborhood Partners Fund Board recommends that the City Council approve the funding for 11 neighborhood projects totaling $39,142.30 and authorizes the Director of the Office of Community Services to execute the agreements upon approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
1. NPF Board Recommendations
2. Submitted at Meeting – PowerPoint Presentation Submitted by Staff

NPF BOARD RECOMMENDATIONS:

	Association Name	Ward	Request Amount	Awarded	Match
1.	**El Camino Community Association** Solar System, Welcome Bulletin & Small Garden	1	$4,394.68	$5,000	$4,680
2.	**Glen Heather Estates Community Association** Neighborhood Block Party	1	$5,000	$2,540	$6,924
3.	**Rainbow Family Park Neighborhood Association** Neighborhood Signage	1	$2,500	$2,500	$3,220
4.	**Spanish Oaks Homeowners Association** Newsletter & Movie Night	1	$4,196.50	$2,576.50	$6,188
5.	**Scarlett Canyon Homeowners Association** Entryway Turf Conversion	2	$4,785.00	$4,785	$6,260
6.	**West Mesa Estates Neighborhood Coalition** Radar Speed Sign Rental	2	$1,300	$1,300	$3,674
7.	**Huntridge Neighborhood Association** Plant Party to Engage Residents	3	$2,440.80	$2,440.80	$4,004
8.	**South Shores Community Association** Solar Lighting & Celebratory Block Party	4	$5,000	$5,000	$16,411
9.	**Tanglewood Homeowners Association** Playground Equipment	5	$5,000	$5,000	$8,522.80
10.	**The Greens Home Owners Association** Sidewalk Replacement	5	$5,000	$5,000	$2,600
11.	**Hillstone Estates II Homeowners Association** Wrought Iron Fencing & Neighborhood Watch Event	6	$3,000	$3,000	$3,120
	TOTAL		**$42,616.98**	**$39,142.30**	**$65,603.80**

Submitted at Meeting by Staff
Date: 7/21/2021 Item: 40

Neighborhood Partners Fund Program

FY 2021-2022



CITY OF LAS VEGAS
COMMUNITY SERVICES

Neighborhood Partners Fund

- The Neighborhood Partners Fund (NPF) Program encourages neighborhoods to take an active role in their neighborhoods by addressing one or more of the following:
  - Physical Improvements
  - Public Safety
  - Cultural
  - Recreational or
  - Educational Programing/Tutoring



Neighborhood Partners Fund

- The program grants up to $5,000 to registered neighborhood groups (Neighborhood Associations and HOAs).
- The funds must be matched by the neighborhood through:
  - Cash
  - Volunteer labor
  - Donated supplies/equipment
  - Professional services (pro-bono)



Neighborhood Partners Fund



- Over the past **23** years, more than **$4.0 million** has been invested into City Neighborhoods.
  - **$1.3 million** in city investment
  - **$3.3 million** community investment through volunteer labor, business sponsorships and in kind donations.

Neighborhood Partners Fund



- This year, the NPF Board is recommending **11** neighborhood projects for a total allocation of **$39,142.30** with a total match of **$65,603.80**.

Neighborhood Partners Fund



NPF Board

- NPF Board consists of 13 members appointed by the Mayor and Council.
- NPF Board members review and evaluate projects, then propose the final funding recommendations for the City Council.

Neighborhood Partners Fund



FY 2021-22 NPF Board

- Vicki Quinn, Chair
- Chance Bonaventura, Vice Chair

Neighborhood Partners Fund
BOARD MEMBERS



Mayor Goodman	→	Vicki Quinn, Chair
Ward 4	→	Gail Qualey
		Sally Christensen
Ward 6	→	Larry Schultz
		Chance Bonaventura, Vice Chair
Ward 5	→	David Kress
		Tanya Jackson-Renter
Ward 1	→	Matt Tramp
		Karl Catarata
Ward 2	→	Jared Glover
		Brianna Ramirez
Ward 3	→	Susy Farray
		Ydoleena Yturralde

Neighborhood Partners Fund



NPF Board members recommend 11 NPF projects for FY 2021-2022:

- Three (3) public safety projects
- Five (5) neighborhood improvement projects
- Three (3) community engagement projects

Neighborhood Partners Fund RECOMMENDATIONS



Association / Project Title	Ward	Request Amount	Award	Match
El Camino Community Association Solar System, Welcome Bulletin & Small Garden	1	$4,394.68	$5,000	$4,680
Glen Heather Estates Community Association Block Party	1	$5,000	$2,540	$6,924
Rainbow Family Park Neighborhood Association Neighborhood Signage	1	$2,500	$2,500	$3,220

Neighborhood Partners Fund RECOMMENDATIONS



Association / Project Title	Ward	Request Amount	Award	Match
Spanish Oaks Homeowners Association Newsletter & Movie Night	1	$4,196.50	$2,576.50	$6,188
Scarlett Canyon Homeowners Association Entryway Turf Conversion	2	$4,785	$4,785	$6,260
West Mesa Estates Neighborhood Coalition Radar Speed Sign Rental	2	$1,300	$1,300	$3,674

Neighborhood Partners Fund RECOMMENDATIONS



Association / Project Title	Ward	Request Amount	Award	Match
Huntridge Neighborhood Association Plant Party to Engage Residents	3	$2,440.80	$2,440.80	*$4,004*
South Shores Community Association *Solar Lighting & Celebratory Block Party*	4	$5,000	$5,000	$16,411
Tanglewood Homeowners Association Playground Equipment	4	$5,000	$5,000	$8,522.80

Neighborhood Partners Fund RECOMMENDATIONS



Association / Project Title	Ward	Request Amount	Award	Match
The Greens Home Owners Association Sidewalk Replacement	5	$5,000	$5,000	$2,600
Hillstone Estates II Homeowners Association Wrought Iron Fencing & Neighborhood Watch Event	6	$3,000	$3,000	$3,120
TOTAL		***$42,616.98***	***$39,142.30***	***$65,603.80***

Neighborhood Partners Fund



- **ACKNOWLEDGEMENTS.....**
  - Mayor and City Council
  - Neighborhood Partners Fund Board Members

Neighborhood Partners Fund



For more information on the Neighborhood Partners Fund Program:

- Check the city's website at ***www.lasvegasnevada.gov***
- Contact the Office of Community Services at **(702) 229-2330**
- The next NPF application cycle begins ***January 2022***

Neighborhood Partners Fund Program

QUESTIONS



CITY OF LAS VEGAS
COMMUNITY SERVICES

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
41

DEPARTMENT: Economic & Urban Development **DISCUSSION**
DIRECTOR: Ryan Smith, Acting

SUBJECT:
RESOLUTIONS:

R-35-2021 - Discussion for possible action regarding a Resolution for an Agreement of Purchase and Sale and Joint Escrow Instructions between the City of Las Vegas and DFA, LLC for the property located at 333 North Rancho Drive (APN 139-29-801-006) - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For the Purchase and Sale of the former City of Las Vegas Development Services Center property located at 333 North Rancho Drive to DFA, LLC. The Purchase Price is Seventeen Million Five Hundred Thousand Dollars ($17,500,000) with closing to occur ninety days from the Effective Date of the Agreement, subject to all terms and conditions.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-35-2021
2. Agreement of Purchase and Sale and Joint Escrow Instructions
3. Site Map
4. Submitted at Meeting – PowerPoint Presentation Submitted by Staff

RESOLUTION NO. R-35-2021

RESOLUTION FINDING THE AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS BETWEEN CITY OF LAS VEGAS AND DFA, LLC FOR THE PURCHASE AND SALE OF 333 NORTH RANCHO DRIVE, LAS VEGAS, NV 89106 (APN 139-29-801-006) IS IN THE BEST INTEREST OF THE PUBLIC.

WHEREAS, the City of Las Vegas owns the office building located at 333 North Rancho Drive, Las Vegas, NV 89106 (the "Building"); and

WHEREAS, the City is proposing to sell the Building to DFA, LLC pursuant to that Agreement of Purchase and Sale and Joint Escrow Instructions (the "PSA") without first offering the Building to the public; and

WHEREAS, two appraisals of the fair market value of the Building ("FMV") have been obtained as required by Nevada Revised Statutes 268.063; and

WHEREAS, the proposed purchase price under the PSA is for an amount that is in excess of the FMV; and

WHEREAS, the Building had not been first offered to the public for sale; and

WHEREAS, Nevada Revised Statutes 268.063 authorizes the City to sell, lease or otherwise dispose of property for purposes of economic development without offering it to the public for sale by resolution if the City Council finds that it is in the best interests of the public to do so; and

WHEREAS, the proposed sale of the Building pursuant to the PSA to DFA, LLC is for the purpose of economic development and is in the best interests of the public because (i) it will support businesses in the area of the Building, (ii) provide 150 direct jobs and 34 indirect jobs and 35 induced jobs and (iii) generate total new annual state and local taxes estimated at $960,635.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Las Vegas has determined that the sale of the Building without first offering it to the public for sale is for purposes of economic development and is in the best interests of the public and, that the PSA is hereby approved.

PASSED, ADOPTED AND APPROVED THIS ____ day of _____, 2021.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

M. Nichols 6-29-21
Counsel to City

Resolution No. R _____ 2021

City Council meeting date: _____/__/2021
Item No. ___

AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

BY and BETWEEN

CITY OF LAS VEGAS, NEVADA,
as Seller

AND

DFA, LLC,
as Purchaser

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 _____ day of July, 2021, by and between the City of Las Vegas, Nevada, a Nevada political subdivision (hereinafter referred to as "Seller"), and DFA, LLC, a Nevada domestic limited liability company (hereinafter referred to as "Purchaser"). Purchaser and Seller are herein after collectively referred to as the "Parties" or individually as a "Party".

WHEREAS:

A. Seller is the owner of that approximate 2.61 acre real property commonly known as 333 North Rancho Drive, Las Vegas, Nevada 89106; Clark County, Nevada Assessor's Parcel Number 139-29-801-006.

B. Said real property is improved with an approximate 144,411 square foot office building.

C. Seller has issued a Request for Proposal Number 210161-SK for the purchase and sale of the said property (the "RFP").

D. Pursuant to the RFP, Seller and Purchaser have entered into negotiations for the purchase and sale of said property.

E. Seller desires to sell to purchaser, and Purchaser desires to purchase from Seller, said real property, office building and all improvements as set forth in this Agreement, upon the terms and conditions set forth herein.

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.

Definitions; Sale of Property

1.1. Definitions.

"AEP" has the meaning set forth in Section 1.2.5.

AEP Area has the meaning set forth in Section 1.2.5.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Affiliate" has the meaning set forth in Section 16.8.

"Assignment" has the meaning set forth in Section 6.2.1.

"Brokerage Commission" has the meaning set forth in Section 14.1

"Closing" has the meaning set forth in Section 4.1.

"Closing Date" has the meaning set forth in Section 4.1.

"Closing Payment" has the meaning set forth in Section 3.2.

"Deposit" has the meaning set forth in Section 3.1.

"Effective Date" has the meaning set forth in Section 16.4.

"Environmental Claim" has the meaning set forth in Section 5.6(c).

"Environmental Laws" has the meaning set forth in Section 5.6(a).

"ERISA" has the meaning set forth in Section 7.1.10.

"Escrow Agent" has the meaning set forth in Section 3.1.

"Feasibility Period" has the meaning set forth in Section 5.1.

"FFE" has the meaning set forth in Section 1.2.3.

"Hazardous Materials" has the meaning set forth in Section 5.6(a).

"Improvements" has the meaning set forth in Section 1.2.2.

"Land" has the meaning set forth in Section 1.2.1.

"Leases and Licenses" has the meaning set forth in Section 6.2.1.

"Material" has the meaning set forth in Section 12.4.

"New Title Matter" has the meaning set forth in Section 6.1.

"Notice Parties" has the meaning set forth in Section 16.15.3.

"Notifying Party" has the meaning set forth in Section 16.15.3.

"Permitted Exceptions" has the meaning set forth in Section 6.1.

"Physical Testing" has the meaning set forth in Section 5.1.

"Pre-Existing Conditions" has the meaning set forth in Section 5.2.

"Property" has the meaning set forth in Section 1.2.4.

"Purchase Price" has the meaning set forth in Section 2.1.

"Purchaser" has the meaning set forth in the preamble to this Agreement.

"Purchaser Default" has the meaning set forth in Section 13.1.

"Purchaser's Broker" has the meaning set forth in Section 14.1.

"Revised Commitment" has the meaning set forth in Section 6.1.

"ROW" has the meaning set forth in Section 1.2.5.

"Seller" has the meaning set forth in the preamble to this Agreement.

"Seller Cure Period" has the meaning set forth in Section 6.1.

"Seller Default" has the meaning set forth in Section 13.3.

"Service Agreements" has the meaning set forth in Section 6.2.2.

"Survey" has the meaning set forth in Section 6.1.

"Surviving Obligations" has the meaning set forth in Section 16.12.

"Title Commitment" has the meaning set forth in Section 6.1.

"Title Company" has the meaning set forth in Section 6.1.

"Title Objections" has the meaning set forth in Section 6.1.

"Title Objection Notice" has the meaning set forth in Section 6.1.

"Title Objection Period" has the meaning set forth in Section 6.1.

"Title Policy" has the meaning set forth in Section 10.2.5.

1.2. 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:

1.2.1. Land. That certain real property comprising approximately 2.61 acres and lying and being situated in the City of Las Vegas, Clark County, State of Nevada, commonly described as 333 North Rancho Drive, Las Vegas, Nevada 89106 also known as Clark County Assessor's Number APN 139-29-801-006 and as legally described on **Exhibit A** attached hereto and as depicted on **Exhibit A-1** attached hereto (the "Land"). The Parties

agree that the area of Land will be reduced as provided in Section 1.2.5 for the dedication of the ROW and upon such adjustment the legal description of the Land for all purposes herein shall be as set forth in the Survey as set forth in Section 6.1. Attached hereto as **Exhibit G-3,** for illustrative purposes only, is a preliminary legal description of the Land after the dedication of the ROW.

1.2.2 Improvements. An approximate 144,411 square foot office building and structured parking facility (the "Improvements").

1.2.3 FFE. All of those items of furniture, fixtures, equipment and other items listed on Schedule 1.2.3 attached hereto (the "FFE"). The Parties agree that Schedule 1.2.3 will be completed during the Feasibility Period.

1.2.4 Property. All rights and privileges appurtenant to Seller's interest in the Land and Improvements 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 or Improvements. The Land (as adjusted pursuant to Section 1.2.5), Improvements, FFE and all such easements and appurtenances are collectively referred to herein as the "Property"). At the Closing, Seller shall convey the Property by delivery of (i) Seller's Grant, Bargain and Sale deed in substantially the form of **Exhibit B** attached hereto and (ii) Seller's Bill of Sale in the form of **Exhibit E** attached hereto. 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.

1.2.5 Dedication and Authorization to Enter Property. Attached hereto as **Exhibit G-1** and **Exhibit G-2** are a legal description and rendering of a dedication of the Land that will be required in order to widen Rancho Drive as show thereon (the "ROW"). Purchaser agrees that at or prior to the Closing, (i) Seller shall dedicate the ROW and upon such dedication, the ROW shall no longer be part of the Land. and (ii) the legal description for the Land for all purposes herein, including, without limitation the legal to be attached to the Deed, shall be as set forth in the Survey. Purchaser agrees that there shall be no reduction of the Purchase Price as a result of such dedication of the ROW.

Purchaser further acknowledges that an area on the Property adjacent to the ROW will be required to construct the ROW as preliminarily shown on **Exhibit G-2** (the "AEP Area"). In connection therewith, the Parties will enter into an Authorization to Enter Property by Purchaser in the AEP Area for the construction of the ROW in the form of **Exhibit H** attached hereto (the "AEP"). Purchaser acknowledges (i) that construction of the ROW may not occur for an unknown period of years, (ii) that the construction area required is not finally determined and will be adjusted when finally determined, and (iii) that the AEP will remain in force and effect until such time as the ROW is completed. Seller agrees that Seller will comply with all applicable laws and regulations related to the AEP, including, without, limitation any compensation to Purchaser required thereunder.

1.2.6. 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. Seller agrees to convey to Purchaser, and Purchaser agrees to accept the conveyance of, the Acquired Property on the terms and conditions provided herein. The Purchase Price for the Property is Seventeen Million Five Hundred Thousand Dollars ($17,500,000.00), payable in accordance with the provisions of Section 3.2 (the "Purchase Price").

ARTICLE III.

Deposit; Payment of Purchase Price

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 Eight Hundred Seventy-Five Thousand Dollars ($875,000.00) (the "Deposit") with Kristin Ravelo at First American Title Insurance Company located at 8311 W. Sunset Road, Suite 100 , Las Vegas, Nevada 89113 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 and as extended, if applicable), 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. Payment of Purchase Price. If the transaction contemplated hereby is consummated in accordance with the terms of this Agreement, the Deposit shall be applied to the Purchase Price at Closing. Purchaser shall deposit the balance of the Purchase Price, together with any additional amounts payable by Purchaser pursuant to Section 11.1.1., to Escrow Agent in immediately available funds on or prior to the Closing Date (the "Closing Payment").

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 16.15 hereof.

ARTICLE IV.

Closing and Prorations

4.1. Closing. Provided that this Agreement is not terminated as set forth herein, the closing of the purchase and sale of the Property (the "Closing") shall occur on or before ninety (90) days after the Effective Date (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 email or by facsimile.

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.

4.2.1. Taxes. Real estate and personal property taxes and special assessments, if any, shall be prorated as of the Closing Date. Notwithstanding anything to the contrary contained herein, the Parties acknowledge that the Seller is not subject to real estate taxes and no proration thereof will be required. 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 4.2.3 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. The provisions of this Section 4.2.1 shall survive the Closing.

4.2.2 Rents. All rents and license fees payable under the Leases and Licenses shall be prorated based on the number of days in the month of the Closing.

4.2.3. 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.

4.2.4. 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, commencing the day after the Closing Date. Except for rents and license fees as provided in Section 4.2.2, 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 4.2.3 all items of income and expense which accrue for the period thru the Closing will be for the account of Seller and all items of income and expense which accrue for the period after the Closing will be for the account of Purchaser.

4.2.4. Prepaid Items. Any prepaid items, including, without limitation, rents, 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.

ARTICLE V.

Purchaser's Right of Inspection; Feasibility Period

5.1. Right to Evaluate. Commencing on the Effective Date and continuing for a period of ten (10) calendar days (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 shall not be unreasonably withheld, conditioned, or delayed 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. Seller agrees that Purchaser will have a single, one-time, right to extend the Feasibility Period for thirty (30) calendar days by providing written notice thereof to Seller no later than the then expiration of the Feasibility Period.

5.1.1. Physical Testing. 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 shall not be unreasonably withheld, conditioned, or delayed. 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 (as extended, if applicable) 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).

5.1.2. Seller Obligations. In no event shall Seller be obligated, as a condition of this transaction, to perform or pay for any environmental remediation or other repairs or improvements of the Property recommended by any such Physical Testing or Purchaser's investigations of the Property. 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).

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 and directly 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 ninety (90) 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, in its sole discretion, 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 (as extended, if applicable), and, subject to the Surviving 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 (as extended, if applicable), 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.

5.5 **Insurance**. Purchaser agrees to obtain and furnish to the Seller prior to any entry onto the Property by Purchaser or its contractors or agents, a certificate showing that there is in effect a comprehensive General Liability Policy, which is at least as broad as the CG 00 01 form, in the minimum amounts of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate. This coverage should include broad form property damage coverage and broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Furthermore, an excess or umbrella policy must be obtained that will provide coverage of up to Three Million Dollars ($3,000,000). The limits of liability insurance are to be written on a per event basis.

Seller, its officers, employees and agents shall be named as additional insured parties and such notation shall appear as named insureds on the certificate of insurance furnished by Purchaser's insurance company. 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. The adequacy of the insurance supplied by Purchaser, including the rating and financial health of each insurance company providing coverage, is subject to the approval of Seller. The Certificate shall indicate that the insurance company or the Purchaser cannot cancel the insurance without at least thirty (30) days prior written notice to Seller. Any language to the effect that the insurance company or surety company will "endeavor to inform" Seller of cancellation or material change in coverage must be stricken from the certificate of insurance.

(a) Purchaser shall obtain workers compensation insurance, covering its employees, and provide proof of the same to Seller, for all sub-contractors and their employees, and Purchaser shall require any sub-purchaser or other permitee to obtain workers compensation insurance for their employees per NRS 616A-616D.

(b) Purchaser agrees that the specified coverages or limits of insurance in no way limit the liability of the Purchaser under this Agreement. The insurance required herein shall provide coverage for the full period of the Purchaser's use the Property.

(c) Purchaser shall have the Seller endorsed on the primary liability policies and the excess/umbrella as an additional named insured.

5.6. **Purchaser's Acknowledgment and Release of Seller**.

(a) As Is. Purchaser acknowledges and agrees that it is purchasing the Property on its own inspection and examination thereof, in an "AS IS" physical condition and in an "AS IS" state of repair, and 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 or any other applicable document delivered by or on behalf of Seller at Closing, 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; (viii) the presence or absence of radon gas within the Property and (ix) the operating condition of any furniture, fixtures and equipment of the Property or any other operating systems of 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. Except as otherwise provided in Seller's representations in this Agreement or any other applicable document delivered by or on behalf of Seller at Closing, Purchaser agrees that 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 or any other applicable document delivered by or on behalf of Seller at Closing.

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.

(c) 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.

ARTICLE VI.

Title and Survey Matters and Leases and Licenses

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. Seller agrees that upon recordation of the ROW dedication, Seller will deliver to Purchaser a revised Title Commitment reflecting the ROW dedication (the "Revised Commitment"). Purchaser, at its sole cost and expense, shall provide an ALTA survey of the Property (the "Survey") no later than forty-five (45) days after the date of the issuance of the Revised Commitment. 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 Property will be determined by such Survey. The legal description, as adjusted by the ROW and as determined by the Survey, delivered to Escrow Agent will then be the legal description for the 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 Revised Commitment shall control. Purchaser shall have until ten (10) business days after the later of the date of receipt of both the Revised 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"). 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 the later of (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. If Purchaser elects or is deemed to have elected option (2) above, then subject to the Surviving 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. 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. Agreements and Leases and Licenses.

6.2.1 Leases and Licenses. Attached hereto as Schedule 6.2.1 is a list of all leases and license agreements in effect on the Property (collectively, the "Leases and Licenses"). Purchaser agrees that the Leases and Licenses shall be a Permitted Encumbrance. At the Closing, Purchaser and Seller shall enter into that Assignment and Assumption of Leases and Licenses in the form of **Exhibit F** attached hereto (the "Assignment") whereby Seller assigns the Leases and Licenses to Purchaser and Purchaser assumes the Leases and Licenses.

6.2.2 Other Agreements. During the Feasibility Period (as extended, if applicable), Seller shall deliver to Purchaser true and correct copies of all other contracts related to the Property. Purchaser acknowledges that the service agreements for the Property are not assignable by Seller. The Parties agree that Seller shall terminate the service agreements as of the Closing Date and that Purchaser shall be responsible for securing its own service contracts for the operation of the Property by the Closing Date.

6.3. 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.

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 political subdivision of the State of Nevada. 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. Leases and Licenses. Seller hereby represents and warrants that it has delivered true and complete copies of the Leases and Licenses and that there have been no amendments or modifications to the Leases and Licenses.

7.1.5. 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. Except for the Leases and Licenses, there are no outstanding leases, liens, tenancies, options, licenses, or tenancies for, or parties in possession of, any part of the Property, and there are no rights of possession to the 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, including, but not limited to, any Environmental Laws.

7.1.9. 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.

7.1.10. 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.

7.1.11. Title to Property. Seller holds fee simple title to the Property, and at Closing, the Property will be conveyed to Purchaser free of all liens, assessments and encumbrances, except for the Permitted Exceptions.

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 of the City Manager of Seller. Seller represents and warrants that the City Manager of Seller is the person within Seller's organization having (i) responsibility for the operation and management of the Property and (ii) the most comprehensive knowledge of the matters set forth in this Agreement.

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 domestic limited liability company. 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 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.

8.1.5. 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 Agreement as part of the negotiations for the transactions contemplated by this Agreement; that Purchaser is represented by legal counsel in connection with this transaction and that Purchaser has conferred with such legal counsel concerning this Agreement and the transactions under this Agreement.

8.2. 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; Possession of the Property

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, nor shall Seller cause any lien, claim, or encumbrances to be filed against the Property.

9.4. **Leases and Licenses** Seller agrees that it shall not terminate, amend or otherwise modify any of the Leases and Licenses without the prior written consent of Purchaser, which consent shall not be unreasonably withheld.

9.5. **Possession of the Property**. Possession of the Property shall be delivered to Purchaser by Seller on the Closing Date, subject to the Permitted Exceptions.

9.6 **Utilities**. Purchaser and Seller agree that (i) Seller will cancel all utilities to the Property as of the day after the Closing Date and (ii) Purchaser will take all steps necessary to have all utilities to the Property to be in its name and in operation as of the Closing Date. Seller and Purchaser agree to cooperate in the transfer of utilities to the Property to Purchaser in order not to cause any service interruption to the Property.

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. **Purchaser Performance**. Purchaser shall have performed and complied in all respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.1.3. **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.

10.1.4. **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.

10.1.5. **Obligations**. Purchaser shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Purchaser having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Purchaser as required herein.

10.1.6. **AEP**. Purchaser has executed and delivered the AEP.

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.

10.2.2 **Seller Performance**. Seller shall have performed and complied in all respects with all covenants and agreement required by this Agreement to be performed or complied with by Seller prior to the Closing Date.

10.2.3. **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.

10.2.4. **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 Obligations. Seller shall not be in violation of any of its material obligations under this Agreement, including, without limitation, Seller having executed, acknowledged where required, and deposited with Escrow Agent all of the documents and deposits required to be delivered and made by Seller as required herein.

ARTICLE XI.

Closing

11.1. Closing and other Costs.

11.1.1. Purchaser's Escrow Deposits. Except as otherwise provided below, Purchaser shall deposit and deliver to Escrow Agent the following items:

(a) on or prior to the Closing Date, Purchaser shall deposit immediately available funds in an amount equal to the Closing Payment and closing costs, which shall include:

(i) all of the premium and costs for the extended portion of the ATLA Title Policy and for any special endorsements and inspections to be paid by Purchaser;

(ii) one-half (1/2) of all real property transfer taxes;

(iii) any prorations due from Purchaser pursuant to Section 4.2;

(iv) one-half (1/2) all escrow fees and costs; and

(v) the recording costs of the Deed;

(b) one (1) original counterpart of the State of Nevada Declaration of Value associated with the Deed, duly executed by Purchaser;

(c) one original counterpart of the Assignment executed and acknowledged by Purchaser;

(d) one (1) original of the Closing Statement, duly executed by Purchaser; and

(e) Purchaser's certificate signed by an officer, member or manager of Purchaser that all of Purchaser's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(f) the AEP executed by Purchaser; and

(g) documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

11.1.2. Purchaser's Closing Costs. Purchaser shall be charged with the following fees, charges and costs after Escrow Agent has (collectively, "Purchaser Closing Costs"):

(a) one-half of all real property transfer taxes;

(b) one-half of all escrow fees and costs;

(c) the cost of all of the premium for the extended portion of the ALTA Title Policy and for any special endorsements and property inspections;

(d) the cost of recording the Deed; and

(e) any prorations due from Purchaser pursuant to Section 4.2.

11.1.3. Seller's Escrow Deposits. Not later than two (2) business days prior to the Closing Date, Seller will deposit with Escrow Agent the following:

(a) the Deed, duly executed and acknowledged by Seller;

(b) the Bill of Sale, duly executed and acknowledged by Seller;

(c) one original counterpart of the Assignment executed and acknowledged by Seller;

(d) one original counterpart of the State of Nevada Declaration of Value associated with the Deed, duly executed by Seller;

(e) a non-foreign transferor certificate in the form of **Exhibit C** attached hereto.;

(f) Seller's certificate signed by the City Manager of Seller that all of Seller's representations and warranties set forth herein are true and correct in all material respects as of the Closing Date;

(g) an owner's affidavit sufficient to remove any standard printed exceptions from the Title Policy;

(h) one (1) original of the closing statement, duly executed by Seller; and

(i) any other documents, instruments, data, records, correspondence or agreements called for under this Agreement which have not been delivered.

11.1.4. Seller's Closing Costs. Seller shall be charged with the following fees, charges and costs after Escrow Agent has notified Seller of the amount of such fees, charges and costs, which shall be deducted from Seller's proceeds at the Close of Escrow (collectively, "Seller Closing Costs"):

(a) one-half of all real property transfer taxes;

(b) one-half of all escrow fees and costs;

(c) the cost of all of the premium for the standard portion of the ALTA Title Policy; and

(d) any prorations due from Seller pursuant to Section 4.2.

The Parties shall also timely deliver into Escrow (a) any transfer declarations, returns or other similar documents satisfying federal or Nevada state law requirements, if any; (b) evidence reasonably satisfactory to the other party and Escrow Agent respecting the authorization and execution of the documents required to be delivered hereunder; and (c) such additional documents as may be reasonably required by the other party or Escrow Agent in order to consummate the transactions provided hereunder.

11.1.5. Closing Instructions. On the Closing Date, Escrow Agent is authorized and instructed to in the following order:

(a) record the Deed together with the associated State of Nevada Declaration of Value;

(b) record the Assignment:

(c) Deliver to Seller by wire transfer or intrabank transfer funds in an amount equal to the Closing Payment, the Deposit, minus the Seller Closing Costs;

(d) Deliver to Purchaser the Title Policy;

(e) Prepare and submit to the Internal Revenue Service the information return and statement concerning the Close of the Escrow required by Section 6045(e) of the Internal Revenue Code of 1986, unless the information return is not required under the regulations promulgated under Section 6045(e);

(f) Deliver the AEP to Seller; and

(g) Deliver the Bill of Sale to Purchaser.

11.1.6. Instructions Upon Recordation. The instruments that are required to be recorded and/or delivered under this Agreement shall provide that the Recorder's Office shall return them to Escrow Agent after recordation, and upon receipt thereof, Escrow Agent shall deliver the following:

(a) to Seller: (i) a copy of the Deed and Declaration of Value as recorded; (ii) the original AEP; and (iii) the original of Purchaser's certificate as to its representations and warranties; and (iv) an original of the Assignment.

(b) to Purchaser: (i) the original of the Deed, Declaration of Value; (ii) the Bill of Sale; (iii) the original recorded Assignment (iv) the original of the Non-Foreign Transferor Declaration; and (vi) the original of Seller's certificate as to its representations and warranties.

11.1.7. Funds. All funds received in Escrow shall be deposited by Escrow Agent with other escrow funds of Escrow Agent in a general interest-bearing escrow account or accounts with any state or national bank doing business in the State of Nevada. Such funds may be transferred to any other such general interest-bearing escrow account or accounts. All disbursements shall be made by check or wire transfer of Escrow Agent. All adjustments shall be made on the basis of a thirty (30) day month. Any interest that is earned on funds deposited by Purchaser under this Agreement shall be for the benefit of Purchaser and applied to the Purchase Price.

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) business days after receipt of Seller's notice, or the Closing Date, whichever is later. 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 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 Fifty Thousand Dollars ($50,000.00).

ARTICLE XIII.

Default

13.1 Purchaser Event of Default. The occurrence of any of the following prior to the Close of Escrow past the applicable notice and cure period, shall be a Purchaser event of default hereunder (each, a "Purchaser Default"):

(a) The failure by Purchaser to timely deliver (i) the Earnest Money Deposit, (ii) the Closing Payment, or (iii) the deposits as required by Section 11.1.1, unless such failure is as a result of the failure to be satisfied of one or more of Purchaser's conditions precedent to the Close of Escrow set forth in Section 10.2 above;

(b) The filing of a petition or the institution of proceedings of, by, or against Purchaser pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Purchaser's making a general assignment for the benefit of its creditors or the entering by Purchaser into any compromise or arrangement with its creditors generally; or Purchaser's becoming insolvent in the sense that Purchasers unable to pay its debts as they mature or in the sense that Purchaser's debts exceed the fair market value of Purchaser's assets;

(c) Except for defaults pursuant to Section 13.1(a) above, the failure of Purchaser to perform any material act to be performed by it, to refrain from

performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Purchaser within the relevant cure period set forth below. Purchaser shall cure any monetary default within five (5) business days after receipt of written notice from Seller. Purchaser shall cure any nonmonetary default within fifteen (15) business days after receipt of written notice from Seller; provided, however, that in the event that such nonmonetary default is of a nature that it cannot be cured within such fifteen (15) business day period, then Purchaser shall commence to cure such failure within such fifteen (15) business day period and shall diligently prosecute such cure to its completions, but in any event such cure shall be completed within thirty (30) business days of such written notice; or

(d) Any of Purchaser's representations and warranties set forth in Section 8.1 are untrue in any material way as of the Closing Date.

13.2 Seller's Remedy. If Purchaser does not terminate this Agreement on or before the expiration of the Feasibility Period (as extended, if applicable) and thereafter fails to Close Escrow due to a Purchaser Default, then Seller may by written notice to Purchaser terminate this Agreement. UPON SUCH TERMINATION PURCHASER SHALL HAVE NO FURTHER RIGHTS UNDER THIS AGREEMENT AND THEN SELLER MAY RETAIN AS ITS SOLE AND EXCLUSIVE REMEDY, THE EARNEST MONEY DEPOSIT TOGETHER WITH ALL EARNINGS THEREON AS SELLER'S LIQUIDATED DAMAGES FOR THE FAILURE BY PURCHASER TO CLOSE THE ACQUISITION OF THE PROPERTY. IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN SELLER AND PURCHASER THAT SELLER'S ACTUAL DAMAGES FOR THE FAILURE BY PURCHASER TO CLOSE THE ACQUISITION OF THE PROPERTY WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.

13.3 Seller's 's Event of Default. The occurrence of any of the following prior to the Close of Escrow, shall be a Seller event of default hereunder (each, a "Seller Default"):

(a) the failure of Seller to perform any material act to be performed by it, to refrain from performing any material prohibited act or to fulfill any material condition to be fulfilled by it under this Agreement, or under any agreement referred to herein or attached hereto as an exhibit, which failure is not cured by Seller within the relevant cure period set forth below. Seller shall cure any monetary default within five (5) business days after receipt of written notice from Purchaser. Seller shall cure any nonmonetary default within fifteen (15) business days after receipt of written notice from Seller; provided, however, that in the event that such nonmonetary default is of a nature that it cannot be cured within such fifteen (15) business day period, then Seller shall commence to cure such failure within such fifteen (15) business day period and shall diligently prosecute such cure to its completions, but in any event such cure shall be completed within thirty (30) business days of such written notice; or

(b) any of Seller's representations and warranties set forth in Section 8.2 shall be untrue in any material way as of the Closing Date.

13.4 **Purchaser's Remedies**. In the event of a Seller Default prior to the Close of Escrow, Purchaser's sole remedy shall be to pursue one, and only one, of the following remedies:

(a) to waive such Seller Default; or

(b) to terminate this Agreement and recover all of Purchaser's actual out of pocket costs incurred as a result of such Seller Default up to an amount not to exceed $50,000.00. Upon such termination, Escrow Agent shall immediately refund to Purchaser its full Earnest Money Deposit and Seller shall be responsible for the cost of any Escrow cancellation fee and all of Purchaser's actual out of pocket costs incurred as a result of such Seller Default up to an amount not to exceed $50,000.00, after which Seller shall not have any liability whatsoever to Purchaser hereunder other than with respect to the Surviving Obligations, including without limitation, any damages whatsoever, including, without limitation, any lost profits, consequential damages, special damages or punitive damages, or in any other way in connection with its undertakings under this Agreement; or

(c) to demand specific performance of Seller's obligations under this Agreement, in which event Purchaser may also recover all of its actual out of pocket costs incurred as a result of such Seller Default up to an amount not to exceed $50,000.00, and without any further liability whatsoever on the part of Seller for damages resulting from Seller's event of default, including, without limitation, any liability for Purchaser's costs and expenses incurred in connection with its undertakings under this Agreement, any damages whatsoever, including, without limitation, any lost profits, consequential damages, special damages or punitive damages, or in any other way in connection with the Property. Notwithstanding the foregoing, if specific performance is made unavailable as a remedy, Purchaser will be entitled to pursue all rights and remedies available at law or in equity, provided, however, Seller shall not be liable for any damages in excess of a collective total of $50,000.00.

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. 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. 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 Purchaser: DFA, LLC
c/o Don F. Ahern
8350 Eastgate Road
Henderson, Nevada 89105
Phone: (702) 368-6793
Fax: (702) 966-4870
Email: don@ahern.com

With a copy to: M. Sami Bakdash, Esq.
8350 Eastgate Road
Henderson, Nevada 89105
Phone: (702) 368-6793
Fax: (702) 966-4870
Email: samib@ahern.com

To Seller: 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: rysmith@lasvegasnevada.gov
Attn: Ryan Smith, Acting 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
8311 W. Sunset Road Suite 100
Las Vegas, NV 89113
Phone No.: (702)251-5106
Email: KRavelo@FirstAm.com

16.2. **Governing Law and Jurisdiction.** This Agreement and the rights of the Parties hereunder shall be construed and governed by the laws of the State of Nevada without regard to its principles of conflicts of laws. Each Party hereto consents to, and waives any objection to, the state and federal courts, as applicable, located in Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach 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**. The "Effective Date" of this Agreement shall be the date of the last Party to have executed this Agreement as indicated on the signature pages.

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 multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed 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; provided, however, that if Closing occurs, the assignor (but not the assignee) will thereupon be relieved of all the assignor's obligations arising under this Agreement before, on and after Closing.

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; (ii) Seller receives a copy of such assignment and assumption agreement on or before 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; provided, however, that if Closing occurs, Purchaser (but not the Affiliate) will thereupon be relieved of all of Purchaser's obligations arising under this Agreement before, on and after Closing. 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 for the obligations of each Party which are expressly designated as surviving the Closing or termination of this Agreement (collectively, the "Surviving Obligations"), the provisions of this Agreement herein shall not survive after the conveyance of title and payment of the Purchase Price but be merged therein.

16.13. Exhibits and Schedules. **Exhibit A** through **Exhibit H** and Schedule 1.2.3 and Schedule 6.2.1 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. Escrow Agreement.

16.15.1. 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.

16.15.2. 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.

16.15.3. 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.

16.16. 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.

16.17. Waiver of Trial by Jury. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES

THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.19.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date set forth above.

PURCHASER:

Date of Execution: _____, 2021

DFA, LLC, a Nevada domestic limited liability company

By: _____
Don F. Ahern
Title: Manager

SELLER:

Date of Execution: _____, 2021

CITY OF LAS VEGAS,
a Nevada political subdivision

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Homes, MMC, City Clerk

APPROVED AS TO FORM:

M. Indus 7-6-21
Counsel to Seller Date

DFA, LLC - AGREEMENT OF PURCHASE AND SALE AND JOINT ESCROW INSTRUCTIONS

City Council meeting date: 7/21/2021
Item No. ___

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: _____, 2021

LIST OF EXHIBITS AND SCHEDULES

Schedule 1.2.3	Schedule of FFE
Schedule 6.2.1	Schedule of Leases and Licenses
Exhibit A	Legal Description
Exhibit A-1	Site Plan
Exhibit B	Form of Deed
Exhibit C	Form of Non-Foreign Entity Certificate
Exhibit D	Disclosure of Principals
Exhibit E	Form of Bill of Sale
Exhibit F	Assignment and Assumption of Leases and Licenses
Exhibit G-1	ROW Legal Description
Exhibit G-2	ROW Site Plan of ROW and AEP Area
Exhibit G-3	Legal Description of the Land as Adjusted for the ROW – intended to be preliminary only – to be adjusted based on the survey
Exhibit H	AEP

SCHEDULE 1.2.3

Schedule of FFE

TO BE DETERMINED

SCHEDULE 6.2.1

Schedule of Leases and Licenses

See Attached

SCHEDULE 6.2.1.

Leases and Licenses

James Ream:

- September 3, 2002: Standard Office Lease entered between Atrium SCE, LLC and James Ream.
- November 8, 2003: Date Change Amendment entered between Atrium SCE, LLC and James Ream.
- February 1, 2005: Second Amendment to the Atrium Office Lease entered between McHenry Commons Partners, LLC and James Ream.
- February 12, 2008: Notice from James Ream to City of Las Vegas to renew lease at the Atrium Building.
- November 18, 2009: Third Amendment to Lease entered between City of Las Vegas and James Ream.
- December 15, 2010: Fourth Amendment to Lease entered between City of Las Vegas and James Ream.
- December 7, 2016: Fifth Amendment to Lease entered between City of Las Vegas and James Ream.
- July 3, 2019: Sixth Amendment to Lease Agreement entered between City of Las Vegas and James Ream.
- October 1, 2020: Seventh Amendment to Lease Agreement entered between City of Las Vegas and James Ream.

AT&T:

- July 1, 2001: License Agreement entered between Atrium SCE, LLC and AT&T Wireless Services of Nevada, Inc.
- December 14, 2004: Amendment I entered between AT&T Wireless Services of Nevada, Inc. and McHenry Commons Partners, LLC.
- December 7, 2005: Amendment II entered between New Cingular Wireless Services of Nevada, LLC and McHenry Commons Partners, LLC.
- July 6, 2011: Amendment III entered between New Cingular Wireless PCS, LLC, and City of Las Vegas.

- January 18, 2011: Fourth Amendment to License Agreement between City of Las Vegas and New Cingular Wireless PC.

- September 22, 2014: Fifth Amendment to License Agreement entered between City of Las Vegas and New Cingular Wireless PCS, LLC.

Electronic Tracking System LLC:

- June 6, 2012: License Agreement entered between City of Las Vegas and Electronic Tracking System LLC.

MetroPCS Nevada, LLC:

- May 21, 2008: License Agreement entered between City of Las Vegas and MetroPCS Nevada, LLC.

- May 22, 2008: Memorandum to Lease Agreement entered between City of Las Vegas and MetroPCS Nevada, LLC.

Southern Nevada Health:

- September 3, 2014: Interlocal Contract for the Lease of Property at City of Las Vegas Development Services Center between the City of Las Vegas and Southern Nevada Health District.

- January 5, 2015: Amendment A01 to Interlocal Contract entered between City of Las Vegas and Southern Nevada Health District.

EXHIBIT A

First American Exhibit A	ISSUED BY **First American Title Insurance Company** File No: NCS-1045732-HHLV

Issuing Office File Number: 333 North Rancho Drive

The land referred to herein below is situated in the County of Clark, State of Nevada, and described as follows:

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST (NW) CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 29, THENCE SOUTH 89°17'25" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SAID SECTION 29, A DISTANCE OF 753.07 FEET; THENCE SOUTH 00°02'40" EAST, ALONG THE EAST BOUNDARY OF RANCHO SQUARE FILED FOR RECORD AS BOOK 5 OF PLATS, PAGE 60 IN THE OFFICE OF THE CLARK COUNTY RECORDER, 180.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°57'20" EAST, 208.31 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF RANCHO ROAD (150.0 FEET WIDE); THENCE SOUTH 37°06'11" EAST, ALONG SAID WESTERLY RIGHT-OF-WAY 95.63 FEET TO A POINT OF CURVATURE, SAID CURVE BEING CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 3895.00 FEET AND SUBTENDING A CENTRAL ANGLE OF 03°24'29"; THENCE CURVING TO THE RIGHT ALONG THE ARC OF SAID CURVE, 231.68 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY SOUTH 16°12'21" WEST, ALONG THE STATE OF NEVADA HIGHWAY RIGHT-OF-WAY LINE, 62.28 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE SOUTH 77°38'01" WEST, 391.57 FEET TO A POINT ON SAID EAST BOUNDARY OF RANCHO SQUARE; THENCE NORTH 00°02'40" WEST, ALONG SAID EAST BOUNDARY, 408.60 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND AS CONDEMNED TO THE STATE OF NEVADA, ON ITS RELATION OF ITS DEPARTMENT OF TRANSPORTATION BY JUDGMENT AND FINAL ORDER OF CONDEMNATION RECORDED OCTOBER 5, 2006 IN BOOK 20061005 AS INSTRUMENT NO. 0003193, OF OFFICIAL RECORDS.

NOTE: THE ABOVE METES AND BOUND DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED DECEMBER 17, 2007 IN BOOK 20071217 AS INSTRUMENT NO. 02694 OF OFFICIAL RECORDS.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

Copyright 2006-2016 American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.

EXHIBIT A-1

SITE PLAN

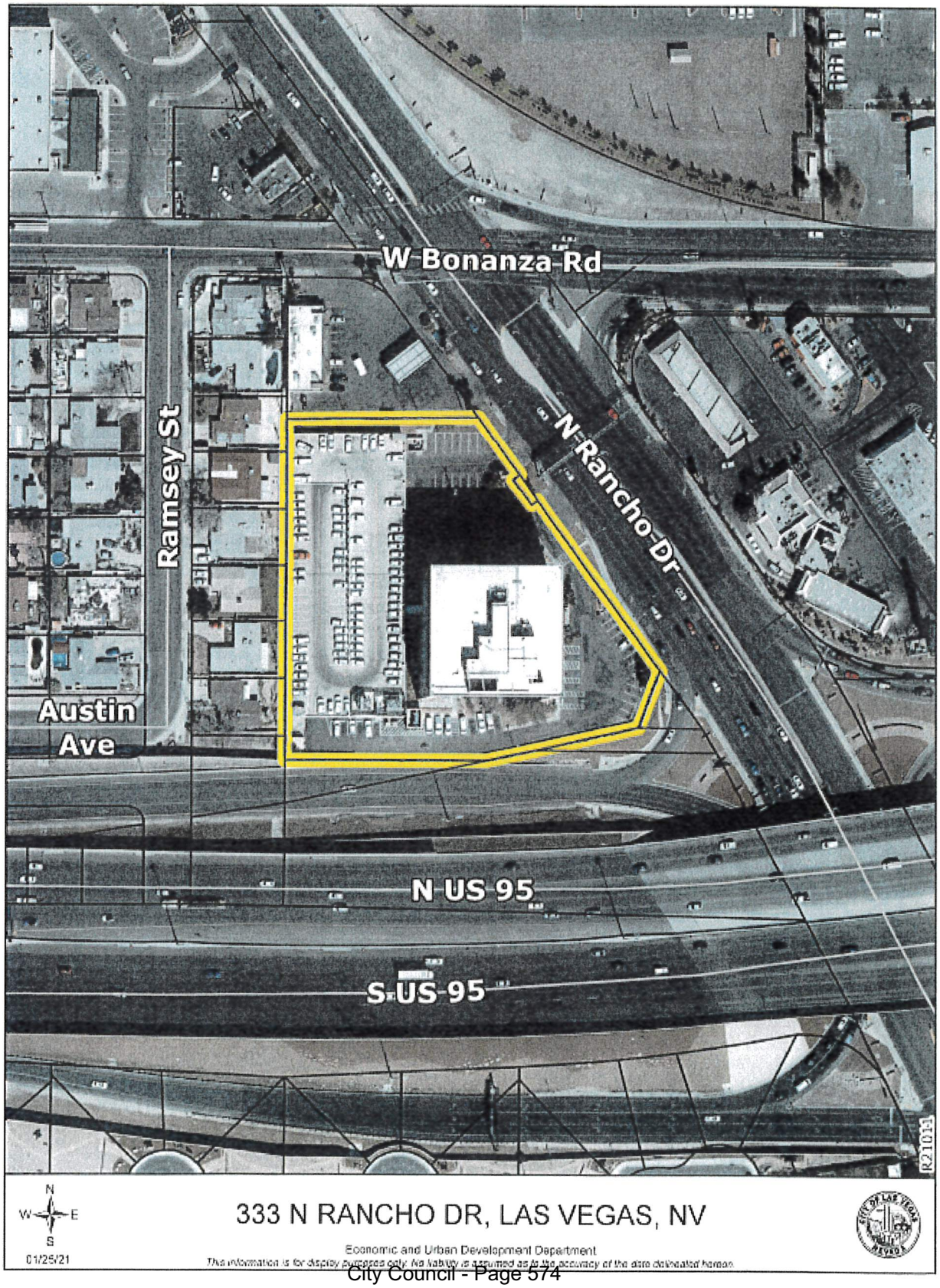


EXHIBIT B

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 CITY OF LAS VEGAS, NEVADA, a political subdivision of the State of Nevada "GRANTOR," does hereby Grant, Bargain, Sell and Convey to DFA, LLC, a Nevada domestic limited liability company, 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 _____, 202_.

"GRANTOR"

City of Las Vegas,
a political subdivision of the State of Nevada

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Homes, MMC, City Clerk

APPROVED AS TO FORM:

_____
Deputy City Attorney Date

Notary Acknowledgement to be attached.

EXHIBIT A TO DEED

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 City of Las Vegas, a Nevada political subdivision, ("**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.

CITY OF LAS VEGAS, a Nevada political subdivision

By: _____

Name: _____

Title: _____

Date: _____, 202_

EXHIBIT D

DISCLOSURE OF PRINCIPALS

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. **Definitions**

"City" means the City of Las Vegas.

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

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract 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
Name DFA, LLC
Address 8350 Eastgate Road Henderson, NV 89015
Telephone (702) 368-6793
EIN or DUNS 88-0381713

Block 2 Description
Real Estate

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.	Don F. Ahern	8350 Eastgate Road	(702) 368-6793
2.			
3.			
4.			
5.			
6.			
7.			

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: 0.

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.

KELLI BARTLETT
Notary Public, State of Nevada
Appointment No. 18-2686-1
My Appt. Expires May 30, 2022

Name

6/17/2021
Date

Subscribed and sworn to before me this 15th day of June, 2021

Notary Public

EXHIBIT E

BILL OF SALE

Attached.

BILL OF SALE

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City of Las Vegas, a Nevada political subdivision ("**Seller**") does hereby sell, transfer, assign, convey and deliver to DFA, LLC, a Nevada domestic limited liability company ("**Buyer**") all of Seller's right, title and interest, if any, in and to those items of property designated on Exhibit A attached hereto and hereby incorporated (collectively, the "**Tangible Personal Property**").

ALL WARRANTIES OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY ARE EXPRESSLY EXCLUDED. THE TANGIBLE PERSONAL PROPERTY SOLD HEREUNDER IS SOLD IN AN "AS IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER BY SELLER.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of _____.

SELLER:

City of Las Vegas, a political subdivision of the State of Nevada
By: _____

Name: _____

Its: _____

Approved to form

_____

AGREED AND ACKNOWLEDGED BY:

BUYER:

EXHIBIT A TO BILL OF SALE

To Come

EXHIBIT F

ASSIGNMENT OF LEASES AND LICENSES

Attached.

ASSIGNMENT AND ASSUMPTION OF LEASES AND LICENSES

THIS ASSIGNMENT AND ASSUMPTION OF LEASES AND LICENSES (this "Assignment") dated as the dates of execution set forth below, but effective as of the Closing Date (as herein defined), is between DFA, LLC, a Nevada domestic limited liability company ("Assignee"), and CITY OF LAS VEGAS, NEVADA, a municipal corporation of the State of Nevada ("Assignor").

A. Assignor is the lessor and licensor under certain leases and licenses executed with respect to that certain real property and improvements thereon known as Atrium Business Tower, 333 North Rancho Drive, Las Vegas, Nevada, and more particularly described in Exhibit "A" attached hereto (the "Property"), which leases and licenses are described in Exhibit "B" attached hereto (collectively, the "Leases and Licenses").

B. Assignor and Assignee have entered into an Agreement of Purchase and Sale and Joint Escrow Instructions with an effective date of _____ (the "Agreement"), pursuant to which Assignee agreed to purchase the Property from Assignor and Assignor agreed to sell the Property to Assignee, on the terms and conditions contained therein.

C. Assignor desires to assign its interest as landlord and licensor under the Leases and Licenses to Assignee, and Assignee desires to accept the assignment thereof, on the terms and conditions below.

Assignee and Assignor hereby agree as follows:

1. Effective as of the date after the date on which the Property is conveyed to Assignee pursuant to the Agreement (the "Closing Date"), Assignor hereby assigns to Assignee all of its right, title, and interest in and to the Leases and Licenses except rents and other sums due Assignor first accruing on or prior to the Closing Date, and, effective as of the day following the Closing Date, Assignee hereby accepts such assignment.

2. Assignor hereby assumes full responsibility for all obligations and defaults of landlord and licensor under the Leases and Licenses accruing to and including the Closing Date. Assignor also agrees to defend, indemnify and hold Assignee harmless from any claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignor's failure to perform said obligations, provided that Assignee makes a claim hereunder on or before twelve (12) months following the Closing Date provided, however, that any action, suit or proceeding with respect to such claim 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.

3. Assignee hereby assumes full responsibility for all obligations of landlord under the Leases and Licenses accruing from and after the day following the Closing Date and Assignee hereby agrees to defend, indemnify and hold Assignor harmless from any claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignee's failure to perform said obligations of the landlord under the Leases and Licenses first arising the day following the Closing Date.

4. This Agreement and the rights of the parties hereunder shall be construed and governed by the laws of the State of Nevada without regard to its principles of conflicts of laws. Each party hereto consents to, and waives any objection to, the state and federal courts, as applicable, located in Clark County, Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof.

5. This Assignment may be executed in multiple counterparts, each of which shall be an original, but all of which together shall constitute one and the same Assignment. A signed copy of this Assignment delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

6. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE AGREEMENTS DELIVERED HEREWITH OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE EITHER OF SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.

Remainder of Page Blank

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment and Assumption of Leases and Licenses.

ASSIGNOR:

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

By: _____

Name: _____

Title: _____

ASSIGNEE:

DFA, LLC, a Nevada domestic limited liability company

By: _____

Name: _____

Title: _____

Approved as to Form:

By: _____

Name: _____

Title: _____

Exhibit A

Legal Description

[To Come]

Exhibit B

Schedule of Leases and Licenses

James Ream:

- September 3, 2002: Standard Office Lease entered between Atrium SCE, LLC and James Ream.
- November 8, 2003: Date Change Amendment entered between Atrium SCE, LLC and James Ream.
- February 1, 2005: Second Amendment to the Atrium Office Lease entered between McHenry Commons Partners, LLC and James Ream.
- February 12, 2008: Notice from James Ream to City of Las Vegas to renew lease at the Atrium Building.
- November 18, 2009: Third Amendment to Lease entered between City of Las Vegas and James Ream.
- December 15, 2010: Fourth Amendment to Lease entered between City of Las Vegas and James Ream.
- December 7, 2016: Fifth Amendment to Lease entered between City of Las Vegas and James Ream.
- July 3, 2019: Sixth Amendment to Lease Agreement entered between City of Las Vegas and James Ream.
- October 1, 2020: Seventh Amendment to Lease Agreement entered between City of Las Vegas and James Ream.

AT&T:

- July 1, 2001: License Agreement entered between Atrium SCE, LLC and AT&T Wireless Services of Nevada, Inc.
- December 14, 2004: Amendment I entered between AT&T Wireless Services of Nevada, Inc. and McHenry Commons Partners, LLC.
- December 7, 2005: Amendment II entered between New Cingular Wireless Services of Nevada, LLC and McHenry Commons Partners, LLC.
- July 6, 2011: Amendment III entered between New Cingular Wireless PCS, LLC, and City of Las Vegas.

- January 18, 2011: Fourth Amendment to License Agreement between City of Las Vegas and New Cingular Wireless PC.

- September 22, 2014: Fifth Amendment to License Agreement entered between City of Las Vegas and New Cingular Wireless PCS, LLC.

Electronic Tracking System LLC:

- June 6, 2012: License Agreement entered between City of Las Vegas and Electronic Tracking System LLC.

MetroPCS Nevada, LLC:

- May 21, 2008: License Agreement entered between City of Las Vegas and MetroPCS Nevada, LLC.

- May 22, 2008: Memorandum to Lease Agreement entered between City of Las Vegas and MetroPCS Nevada, LLC.

Southern Nevada Health District:

- September 3, 2014: Interlocal Contract for the Lease of Property at City of Las Vegas Development Services Center between the City of Las Vegas and Southern Nevada Health District.

- January 5, 2015: Amendment A01 to Interlocal Contract entered between City of Las Vegas and Southern Nevada Health District.

EXHIBIT G-1

ROW LEGAL DESCRIPTION

WALLACE MORRIS KLINE SURVEYING, LLC
Land Survey Consulting

APN: 139-29-801-006

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A RIGHT-OF-WAY DEDICATION IN SUPPORT OF THE RANCHO DRIVE PROJECT.

DESCRIPTION

AREA 1

LYING WITHIN THAT CERTAIN PARCEL, DESCRIBED BY "SPECIAL WARRANTY DEED" RECORDED DECEMBER 17, 2007 IN BOOK 20071217 OF OFFICIAL RECORDS, AS INSTRUMENT NUMBER 02694 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL;

THENCE WITH THE NORTHEASTERLY LINE OF SAID PARCEL, SOUTH 36°19'54" EAST, 77.39 FEET TO THE NORTHEASTERLY CORNER OF A CERTAIN RIGHT-OF-WAY, DESCRIBED BY "JUDGMENT AND FINAL ORDER OF CONDEMNATION" RECORDED OCTOBER 05, 2006 IN BOOK 20061005 OF OFFICIAL RECORDS, AS INSTRUMENT NUMBER 03193 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA;

THENCE WITH THE NORTHWESTERLY LINE OF SAID RIGHT-OF-WAY, SOUTH 53°13'46" WEST, 2.74 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY, NORTH 35°53'36" WEST, 79.00 FEET TO A POINT ON THE NORTHERLY LINE OF THE AFOREMENTIONED PARCEL;

THENCE WITH SAID NORTHERLY LINE OF SAID PARCEL, SOUTH 89°40'29" EAST, 2.67 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 101 SQUARE FEET.

P:\WSP\18216 Rancho Drive Mapping\LEGALS\18216-ROW.docx
5740 S. Arville Street, Suite 206, Las Vegas, Nevada 89118, Ph 702.212.3967 Fx: 702.212.3963

AREA 2

LYING WITHIN THAT CERTAIN PARCEL, DESCRIBED BY "SPECIAL WARRANTY DEED" RECORDED DECEMBER 17, 2007 IN BOOK 20071217 OF OFFICIAL RECORDS, AS INSTRUMENT NUMBER 02694 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, LYING WITHIN THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BEGINNING AT THE MOST EASTERLY CORNER OF SAID PARCEL;

THENCE WITH THE SOUTHEASTERLY LINE OF SAID PARCEL, SOUTH 16°23'08" WEST, 1.75 FEET;

THENCE DEPARTING SAID SOUTHEASTERLY LINE OF SAID PARCEL FROM A POINT TO WHICH A RADIAL LINE BEARS NORTH 55°47'36" EAST, CURVING TO THE LEFT ALONG AN ARC HAVING A RADIUS OF 3450.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 01°41'14", AN ARC LENGTH OF 101.60 FEET;

THENCE NORTH 35°53'38" WEST, 117.92 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF A CERTAIN RIGHT-OF-WAY, DESCRIBED BY "JUDGMENT AND FINAL ORDER OF CONDEMNATION" RECORDED OCTOBER 05, 2006 IN BOOK 20061005 OF OFFICIAL RECORDS, AS INSTRUMENT NUMBER 03193 IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA;

THENCE WITH SAID SOUTHEASTERLY LINE OF SAID RIGHT-OF-WAY, NORTH 53°25'33" EAST, 3.73 FEET TO THE SOUTHEAST CORNER OF SAID RIGHT-OF-WAY, ALSO BEING A POINT ON THE NORTHEASTERLY LINE OF THE AFOREMENTIONED PARCEL;

THENCE WITH SAID NORTHEASTERLY LINE, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 36°19'54" EAST, 11.95 FEET TO THE SOUTHWEST RIGHT-OF-WAY LINE OF RANCHO DRIVE;

2) THENCE WITH SAID RIGHT-OF-WAY LINE, CURVING TO THE RIGHT ALONG AN ARC HAVING A RADIUS OF 3900.00 FEET, CONCAVE SOUTHWESTERLY, THROUGH A CENTRAL ANGLE OF 03°02'09", AN ARC LENGTH OF 206.64 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 58°42'14" EAST, TO THE **POINT OF BEGINNING.**

CONTAINING 670 SQUARE FEET.

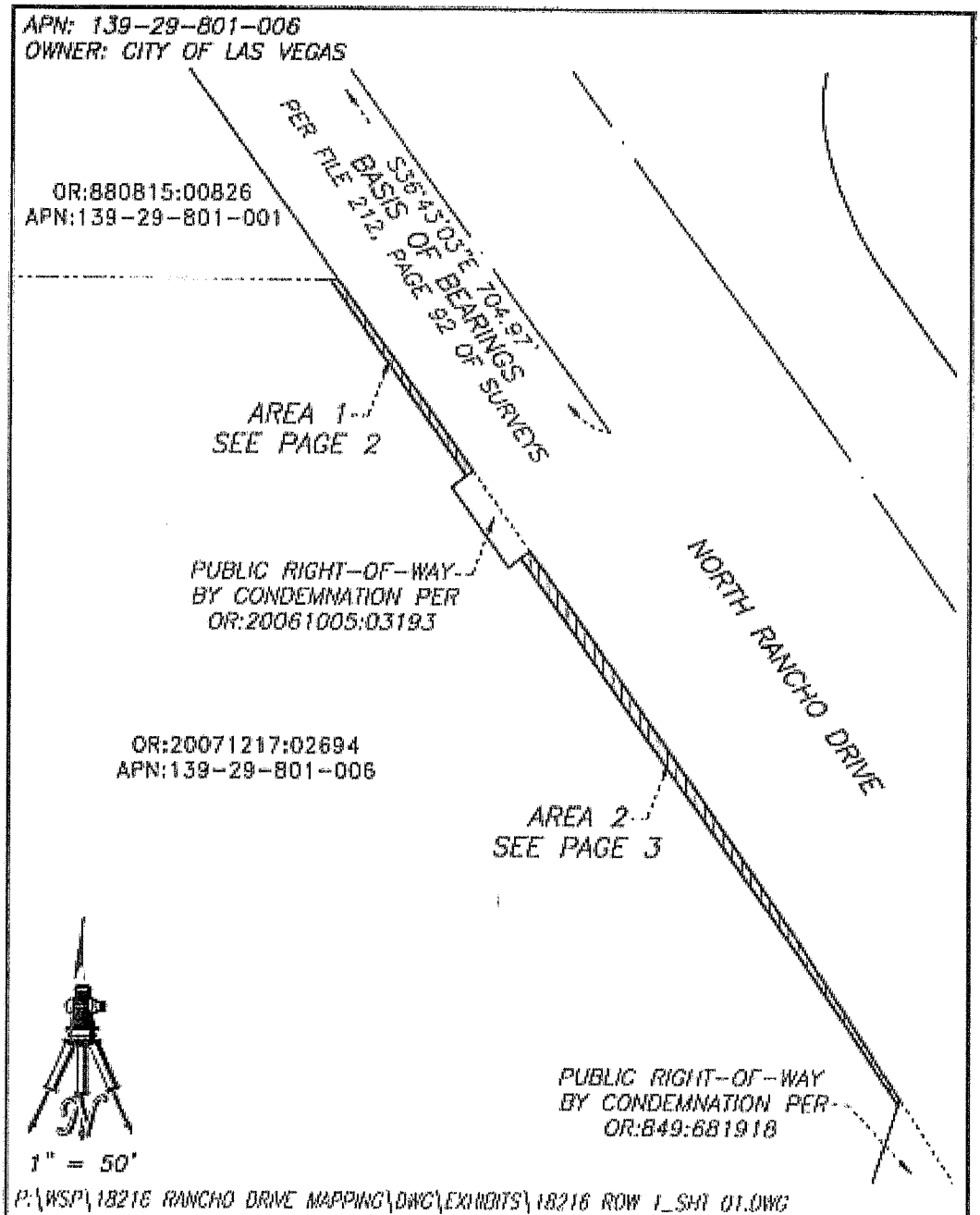
SEE EXHIBIT "B" ATTACHED HERETO AND MADE APART HEREOF.

BASIS OF BEARINGS
SOUTH 36°43'03" EAST, BEING THE BEARING OF THE CONTROL LINE OF RANCHO DRIVE, LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, MOUNT DIABLO MERIDIAN, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA. AS SHOWN BY MAP THEREOF IN FILE 212, PAGE 92 OF SURVEYS IN THE CLARK COUNTY RECORDER'S OFFICE, NEVADA.

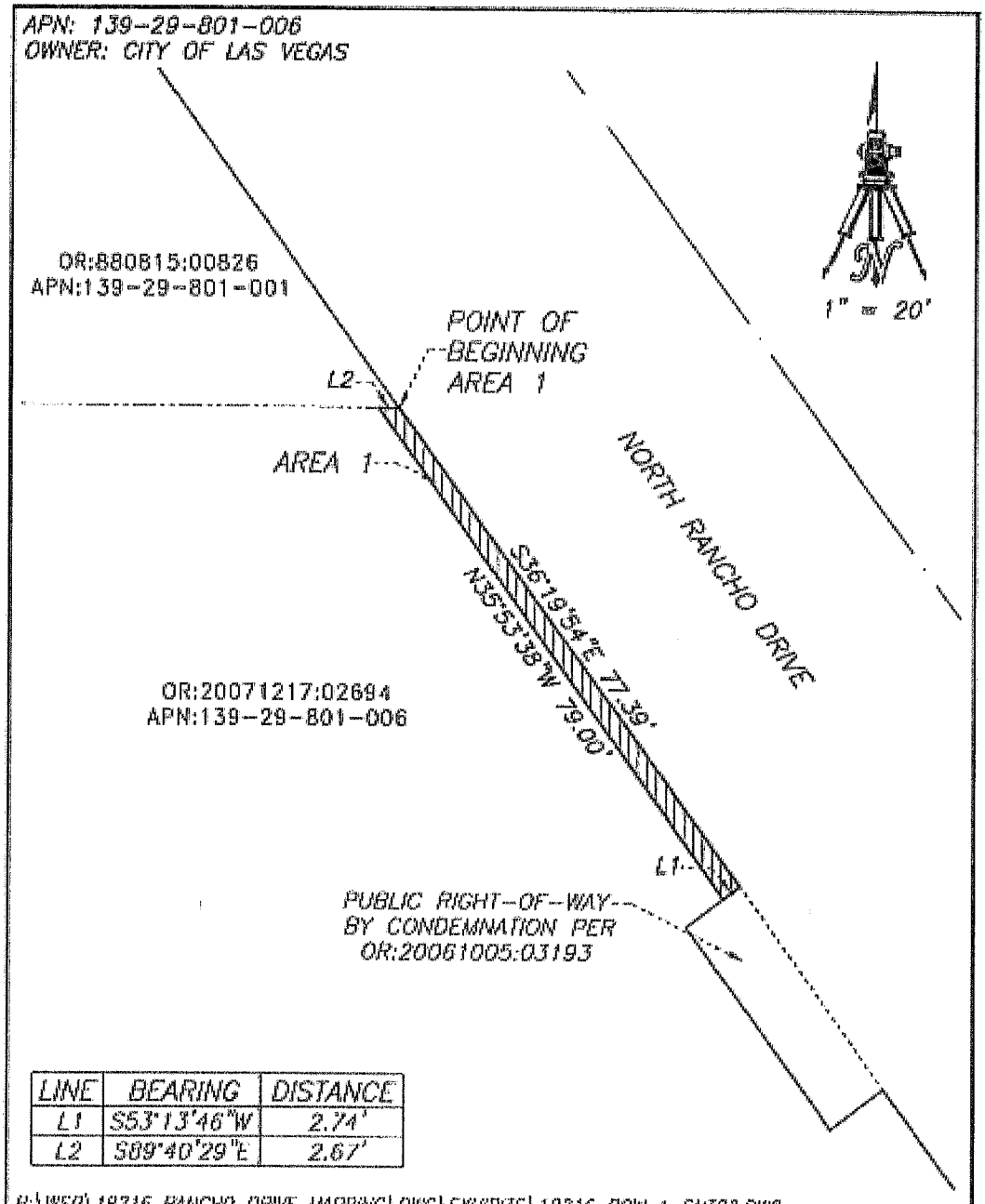
JASON PAUL HIGGINS, PLS
NEVADA CERTIFICATE NO. 13601



29 JUNE 2021



WALLACE MORRIS KLINE SURVEYING, LLC. LAND SURVEY CONSULTING	EXHIBIT "B"
5740 S. ARVILLE ST. #206 LAS VEGAS, NEVADA 89118	LYING WITHIN THE S 1/2 OF THE SE 1/4 OF SEC. 29, TOWNSHIP 20 S., RANGE 61 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.
	PAGE 1 OF 4



LINE	BEARING	DISTANCE
L1	S53°13'46"W	2.74'
L2	S89°40'29"E	2.67'

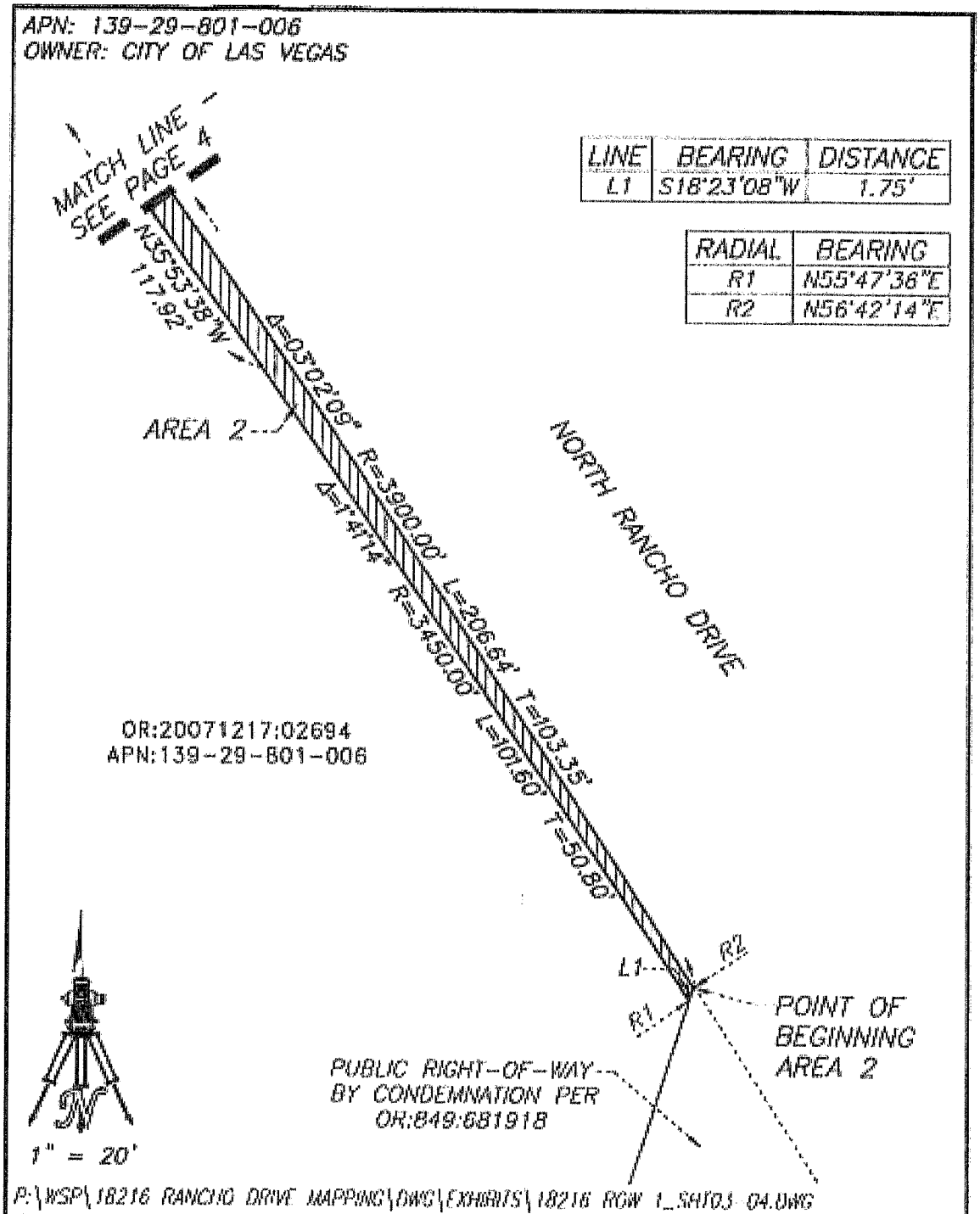
P:\WSP\18216 RANCHO DRIVE MAPPING\DWG\EXHIBITS\18216 ROW 1_SHT02.DWG

WALLACE MORRIS KLINE SURVEYING, LLC.
LAND SURVEY CONSULTING
5740 S. ARVILLE ST. #206
LAS VEGAS, NEVADA 89118

EXHIBIT "B"

LYING WITHIN THE S 1/2 OF THE SE 1/4 OF SEC. 29, TOWNSHIP 20 S., RANGE 61 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

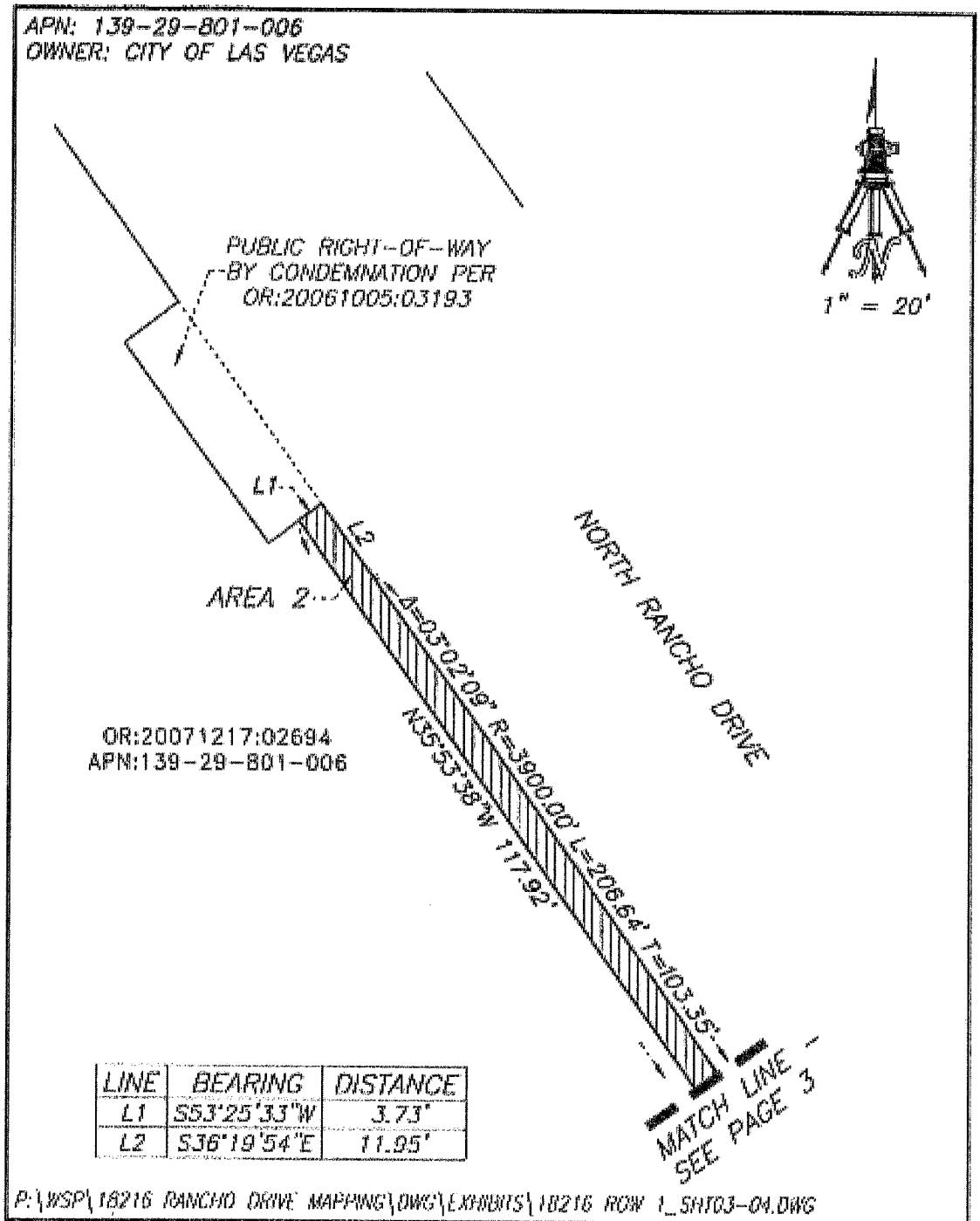
PAGE 2 OF 4



LINE	BEARING	DISTANCE
L1	S18°23'08"W	1.75'

RADIAL	BEARING
R1	N55°47'36"E
R2	N56°42'14"E

WALLACE MORRIS KLINE SURVEYING, L.L.C. LAND SURVEY CONSULTING	EXHIBIT "B"
5740 S. ARVILLE ST. #206 LAS VEGAS, NEVADA 89118	LYING WITHIN THE S 1/2 OF THE SE 1/4 OF SEC. 29, TOWNSHIP 20 S., RANGE 61 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.
	PAGE 3 OF 4



LINE	BEARING	DISTANCE
L1	S53°25'33"W	3.73'
L2	S36°19'54"E	11.95'

P:\WSP\18216 RANCHO DRIVE MAPPING\DWG\EXHIBITS\18216 ROW 1_SHT03-04.DWG

WALLACE MORRIS KLINE SURVEYING, L.L.C. LAND SURVEY CONSULTING	EXHIBIT "B"
5740 S. ARVILLE ST. #206 LAS VEGAS, NEVADA 89118	LYING WITHIN THE S 1/2 OF THE SE 1/4 OF SEC. 29, TOWNSHIP 20 S., RANGE 61 E., M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.
	PAGE 4 OF 4

EXHIBIT G-2

ROW AND AEP DEPICTION

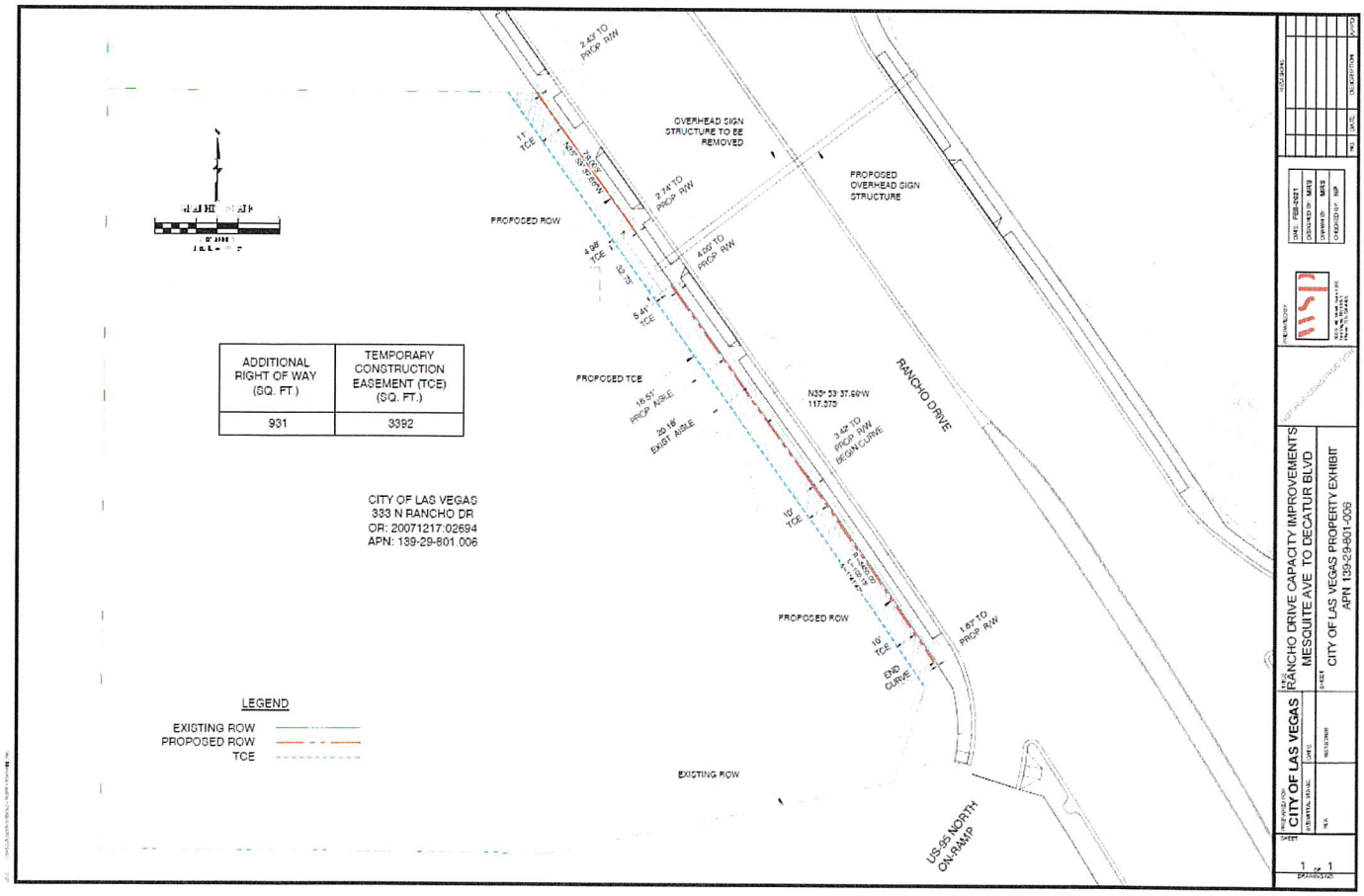


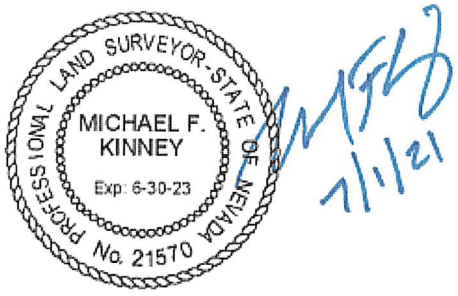
EXHIBIT G-3

LEGAL DESCRIPTION OF LAND ADJUSTED FOR THE RIGHT OF WAY

INTENDED TO BE PRELIMINARY ONLY SUBJECT TO REVISION BASED ON SURVEY

APN 139-29-801-006

JUNE 30, 2021
BY: RH
P.R. BY: OMS



EXPLANATION:
THIS LAND DESCRIPTION DESCRIBES A PARCEL OF LAND GENERALLY LOCATED SOUTHWESTERLY OF RANCHO DRIVE AND NORTHERLY OF U.S. 95.

LAND DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF BLOCK 1 OF THAT SUBDIVISION KNOWN AS "RANCHO SQUARE" ON FILE IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 5 OF PLATS, AT PAGE 60 IN OFFICIAL RECORDS, CLARK COUNTY, NEVADA; THENCE SOUTH 00°19'31" WEST, ALONG THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 150.00 FEET TO THE **POINT OF BEGINNING**, SAME BEING THE SOUTHWEST CORNER OF THAT PARCEL CONVEYED BY GRANT, BARGAIN, SALE DEED RECORDED AUGUST 15, 1988 IN THE OFFICE OF THE COUNTY RECORDER IN BOOK 880815 OF OFFICIAL RECORDS, AS INSTRUMENT NO. 00826; THENCE SOUTH 89°40'29" EAST, DEPARTING SAID EAST LINE AND ALONG THE SOUTH LINE OF SAID GRANT, BARGAIN, SALE DEED, 206.72 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF A PENDING RIGHT-OF-WAY DEDICATION OF RANCHO DRIVE; THENCE SOUTH 35°53'38" EAST, DEPARTING SAID SOUTH LINE AND ALONG SAID SOUTHWESTERLY LINE, 79.00 FEET TO A

POINT ON THE EXISTING RIGHT-OF-WAY LINE OF RANCHO DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES; 1) SOUTH 53°13'46" WEST, 6.29 FEET; 2) SOUTH 36°38'47" EAST, 32.73 FEET; 3) NORTH 53°25'33" EAST, 5.12 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF A PENDING RIGHT-OF-WAY DEDICATION OF RANCHO DRIVE; THENCE SOUTH 35°53'38" EAST, ALONG SAID SOUTHWESTERLY LINE, 117.92 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 3450.00 FEET; THENCE SOUTHEASTERLY 101.60 FEET ALONG SAID CURVE AND CONTINUING ALONG SAID SOUTHWESTERLY LINE THROUGH A CENTRAL ANGLE OF 01°41'14" TO A POINT ON THE EXISTING NORTHERLY RIGHT-OF-WAY LINE OF U.S. 95; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) SOUTH 18°23'08" WEST, 60.73 FEET; 2) SOUTH 78°09'47" WEST, 169.34 FEET; 3) NORTH 89°39'00" WEST, 216.29 FEET TO A POINT ON THE AFOREMENTIONED EAST LINE OF BLOCK 1; THENCE NORTH 00°19'31" EAST, DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE AND ALONG SAID EAST LINE, 361.90 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 2.63 ACRES, MORE OR LESS, AS DETERMINED BY COMPUTER METHODS.

BASIS OF BEARINGS:
GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS ZONE, NORTH AMERICAN DATUM OF 1983; SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

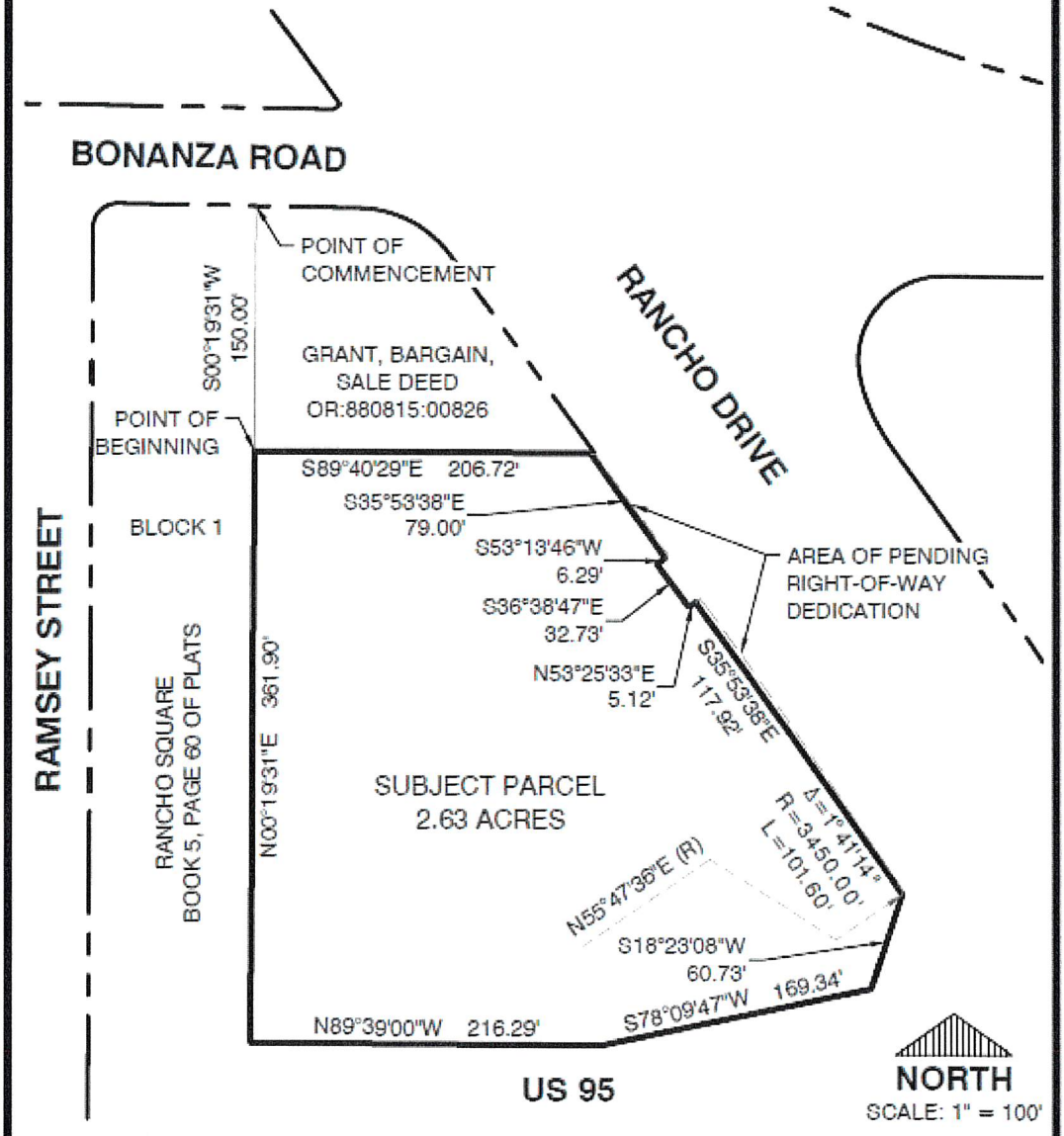
AS SHOWN ON THE "EXHIBIT TO ACCOMPANY LAND DESCRIPTION" ATTACHED HERETO AND MADE A PART HEREOF.

END OF DESCRIPTION

MICHAEL F. KINNEY, PLS
CITY OF LAS VEGAS
333 N. RANCHO DRIVE
LAS VEGAS, NV 89106

EXHIBIT TO ACCOMPANY LAND DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 29, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA



DEPARTMENT OF PUBLIC WORKS	CITY OF LAS VEGAS (DSC) 333 N. RANCHO DRIVE
SURVEY & RIGHT-OF-WAY	
DATE: 7/1/2021 DRAWN BY: OMS	APN 139-29-801-006
SHEET: 3 OF 3	
FILE NAME: M2'014-SR01-LEGAL.DWG	

EXHIBIT H

AEP

See Attached

AUTHORIZATION TO ENTER PROPERTY
COVER *SHEET & OWNER SIGNATURE PAGE*

City Project Name:

City Project Number:

City Project Manager:

City Right-of-Way Agent:

City Right-of-Way Consultant (if applicable):

Property:

Assessor's Parcel Number:

Address:

Property Owner's Name:

Property Owner Contact Information (Phone/E-Mail):

Property Owner's Mailing Address:

Owner, as the undersigned, does hereby give, grant, and convey unto the City this Authorization to Enter Property for the limited purpose of access, ingress, and egress of motor vehicles, construction vehicles, equipment, and personnel to facilitate the planning, survey, site preparation, grading, and construction of the Project and its improvements on, over, and across the Property.

The City rights under the AEP are subject to, and limited by, the Authorization to Enter Property General Conditions attached hereto.

By: _____

Printed Name: _____

Title: _____

Date: _____

Processed By: _____

AUTHORIZATION TO ENTER PROPERTY TERMS AND CONDITIONS

1. GRANT, USE AND MAINTENANCE OF PROPERTY. Owner does hereby give, grant and convey unto the City this Authorization to Enter Property ("AEP") for the limited purpose of access, ingress, and egress of motor vehicles, construction vehicles, equipment, and personnel to facilitate the planning, survey, site preparation, grading, and construction of the Project and its improvements (the "Permitted Use") on, over, and across the Property. This AEP shall be used by the City, its contractors, subcontractors, consultants, subconsultants, materialmen, suppliers, workers, successors, agents, and assigns thereof (collectively, the "City Parties") solely for the Permitted Use. The City shall coordinate all aspects of the Improvements and use of the Property with the Owner.

2. TERM/EXPIRATION OF AEP. The City acknowledges that this AEP, and the City's rights in and to the Property granted herein, shall immediately and automatically terminate, expire and be deemed null and void upon the date of completion of the Project.

3. GRANTOR'S RESERVATION OF RIGHTS. Subject to the rights created herein, Owner expressly reserves (to itself, its successors and assigns) the right to use, or to grant to others the right to use by virtue of additional licenses, right of ways, reservations or easements, any and all portions of the area upon, above, or under the Property (in Grantor's reasonable discretion) for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Property onto any adjacent or contiguous property; provided, such right does not unreasonably interfere with the Permitted Use of the Property pursuant to the terms hereof.

4. LIMITATION OF RIGHTS. This AEP does not and shall not (at any time) create any claim of any interest or estate of any kind or extent whatsoever in the Property or any portion thereof.

5. CITY'S COVENANTS. The City shall:

A. not interfere with or prevent the normal development, use, and maintenance of the Property by Owner.

B. not interfere with or prevent any development, construction, improvement, or other activity or use by the Owner now or in the future existing on or about the Property so long as such use does not materially and adversely interfere with Permitted Use;

C. not intentionally interfere with any existing license, easement, or reservation upon, above, over, through, under or across the Property;

D. not intentionally interfere with any hereafter granted license, easement, or reservation upon, above, over, through, under or across the Property so long as such license, easement, or reservation does not materially and adversely interfere with the Permitted Use;

E. exercise diligent good faith efforts to comply at all times and in all respects with all present and future local, municipal, county, state and federal environmental and all other applicable laws, statutes, governmental constitutions, ordinances, codes, rules, regulations, resolutions, requirements, standards, applications and directives, as well as all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing (collectively, the "Laws"). The City shall also obtain, maintain, and comply with all applicable permits in connection with the City's use of the Property. The City shall not, by any act or omission, render the Owner liable for any violation thereof. At the request of Owner, the City shall promptly deliver to Owner true and accurate copies of all applicable permits upon issuance and shall pay all costs and expenses incurred with respect to compliance with this subparagraph;

F. to the extent the City constructs any improvements upon, above, over, through under or across the Property, the City shall construct such improvements in compliance with all applicable Laws and permits, in an expeditious and good and workmanlike manner; and not act (or fail to act) in a way which permits any lien to be filed in connection with Property for any labor or materials in connection with work of any character performed or claimed to have been performed on or within the Property at the direction or sufferance of City or its assigns. If any such lien is filed in connection with the Property, the City shall pay on demand all of Owner's costs in connection therewith, together with interest thereon at the interest rate set of one percent (1%) per month accruing from and after the date of such expenditure until the Owner's receipt of full payment therefor.

6. BREACH BY CITY. If the City breaches any provision of this AEP and fails to cure any such breach within thirty (30) days after written notice thereof is given by Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such thirty (30) day period, Grantee commences such cure within such thirty (30) day period and thereafter diligently prosecutes such cure to completion), in addition to any other right or remedy available to Owner at law or in equity, Owner shall have the right, but not the obligation, to cure any such breach. The City shall reimburse Owner for the cost thereof upon demand, together with interest accruing thereon at the rate of one percent (1%) per month, from and after the date of Owner's expenditure thereof, until Owner's receipt of full payment therefor.

7. CONDITION OF PROPERTY. The City acknowledges that it (i) has physically inspected the Property; and (ii) accepts the Property "AS IS" and "WHERE IS" with full

knowledge of the conditions thereof and subject to all the terms, conditions, restrictions and limitations applicable thereto. Owner makes no representations, statements, warranties or agreements to the City in connection with this AEP or Property, other than as may be set forth herein. The City's use of the Property is at its own risk and Owner shall have no liability or obligation for or with respect to any loss or damage suffered by the City's or related to City's improvements on the Property.

8. MODIFICATION. This AEP shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

9. LIABILITY. The City shall be legally responsible for the acts and omissions, negligent or otherwise, of the City Parties. The City Parties shall have no liability to Owner for the Owner's negligence or willful misconduct. Nothing contained herein shall constitute a limit on any insurance coverage limits or amounts as set forth herein. This provision is not intended to and shall not constitute an agreement by any party to assume liability for the acts or omissions of another. The City intends to assert Nevada Revised Statutes Chapter 41 limitations on liability in all instances.

10. FORCE MAJEURE. Neither party shall be in breach of this AEP if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, epidemics or pandemics creating quarantine restrictions, or other causes beyond such party's reasonable control (financial inability excepted); provided, however, that nothing contained herein shall excuse the City from the prompt payment of any charge required of City hereunder.

12. BINDING ON PERMITTED SUCCESSORS AND ASSIGNS. The terms, provisions, covenants and conditions contained in this AEP shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

13. PARTIAL INVALIDITY. If any term, covenant or condition of this AEP, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this AEP, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The parties further agree to amend this AEP to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire AEP from being void should a provision which is of the essence of this AEP be determined void.

14. ENTIRE AGREEMENT. This AEP contains the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this AEP shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this AEP shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

15. NO PARTNERSHIP OR JOINT VENTURE. Nothing contained herein shall be deemed to create any partnership, joint venture, agency or other relationship between Landlord and Tenant other than the relationship of landlord and tenant.

16. CAPTIONS. The captions are descriptive only and for convenience in reference to this AEP and in no way whatsoever define, limit or describe the scope or intent of this AEP nor in any way affect this AEP.

17. GOVERNING LAW; VENUE; WAIVER OF JURY TRIAL. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this AEP, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this AEP or any alleged breach thereof. The parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this AEP relationship of the parties, the City's use or occupancy of the Property, and/or any claim of injury or damage.

18. RECORDATION This AEP shall not be recorded.

19. AUTHORIZATION. All necessary actions shall have been taken under the parties' organizational documents to authorize the individuals signing this AEP on their respective behalves to do so.

20. INTERPRETATION. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this AEP any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This AEP shall not be construed either for or against Landlord or Tenant, but this AEP shall be interpreted in accordance with the general tenor of its language.

21. THIRD PARTIES. Nothing in this AEP, expressed or implied, is intended to confer upon any person, including,

without limitation, any entity, other than the parties hereto any rights or remedies under or by reason of this AEP.

22. EXPENSES. Except as otherwise provided in this AEP, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this AEP, including, without limitation, the fees and expenses of each party's legal counsel.

23. FURTHER ASSURANCES. Each party shall, from time to time after the execution of this AEP, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this AEP without undue delay. All modification, amendments, and change orders to this AEP are null and void unless reduced in writing and signed by the parties.

24. NON-APPROPRIATION BY CITY. The Owner acknowledge that the City is a governmental entity and the AEP validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either party's obligations under this AEP, then the party shall have the right to terminate this AEP at any time after written notice to the other party of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall exercise this non-appropriation provision for its convenience or to circumvent the requirements of this AEP, but only as an emergency fiscal measure.

25. OFFICIAL, AGENT AND EMPLOYEES OF THE CITY NOT PERSONALLY LIABLE. It is agreed by and between the parties of this AEP, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this AEP.

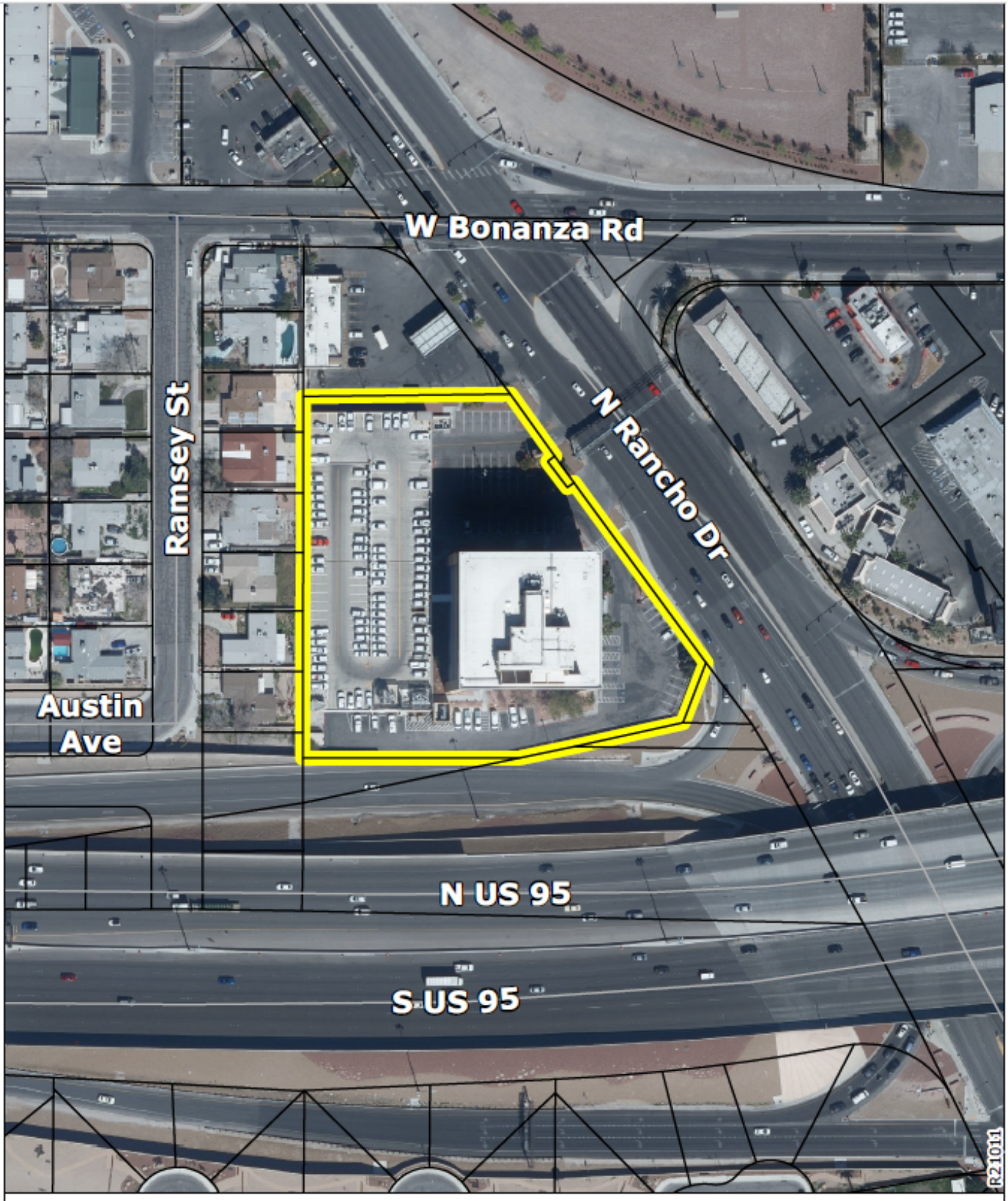
26. PUBLIC RECORDS. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, which are subject to inspection and copying by any person (unless declared by law to be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

27. COUNTERPARTS; ELECTRONIC DELIVERY. This AEP may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. This AEP shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. 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.

(CAO JSR 04-18-2020)

Site Map

333 N Rancho Dr





333 N. RANCHO DR.

Ahern Family of Companies Global Headquarters

Submitted at Meeting by Staff
Date: 7/21/2021 Item: 41





Las Vegas origins

Locally established since 1953

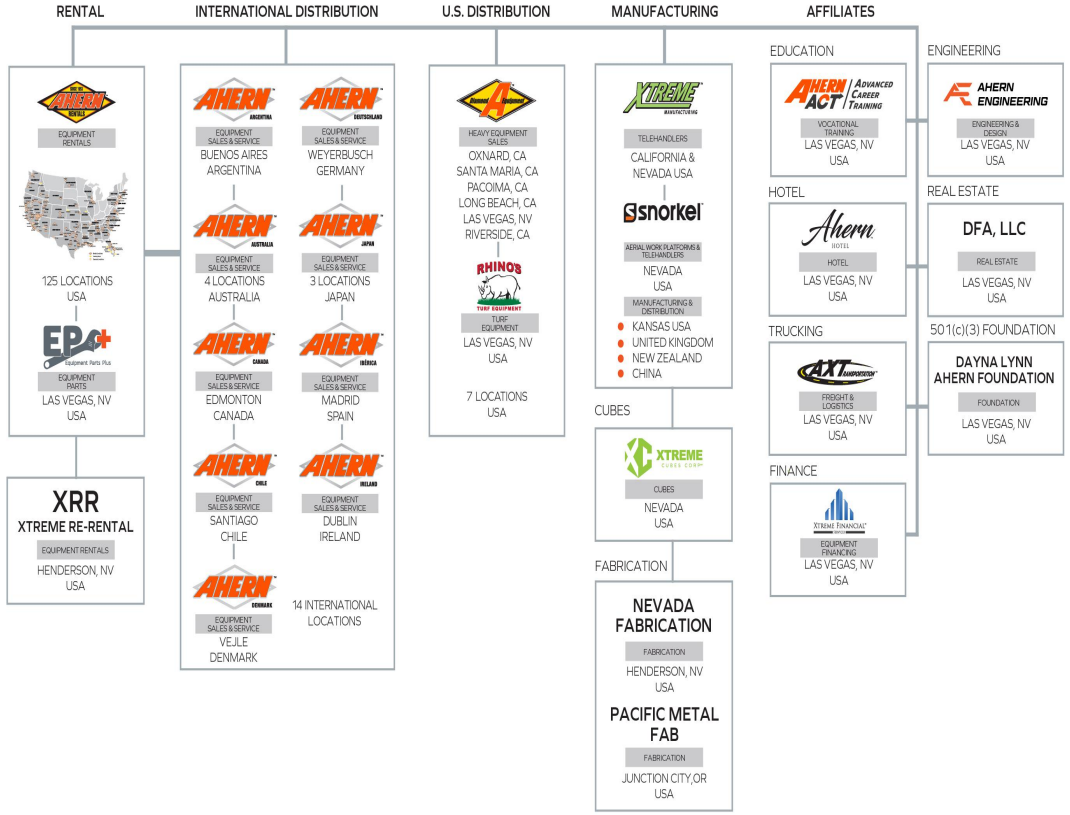
Ahern Family of Companies

Privately owned by Don F. Ahern, the Ahern Family of Companies (AFC) incorporates 26 companies with a focus on the construction and hospitality sectors.

195
Founded

$1.33B
Annual revenue

26
Global companies today





The Academy at Ahern



The Orchard at Ahern



Beautification



Churches & charities

Local impact

- **The Academy at Ahern**
  1,000 graduates per year since 2012
- **The Orchard at Ahern**
  $2+ million large urban farm development
- **Beautification**
  $1+ million landscaping along
  W. Bonanza Rd. & Washington Ave.
- **Churches & charities**
  Food and equipment donations

Relocating AFC headquarters

BUSINESS INVESTMENT

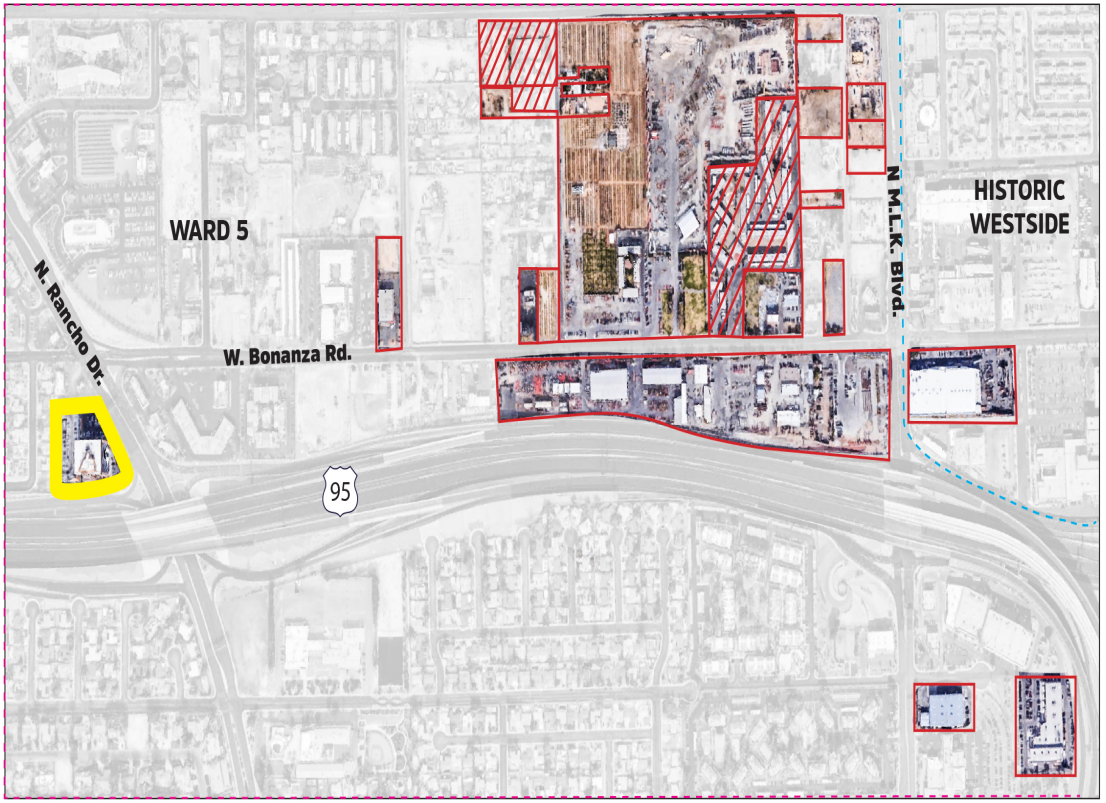
JOB CREATION

ECONOMIC STIMULATION









Ahern ACT

Ahern Advanced Career Training (AACT) offers practical, hands-on vocational and technical training at an accelerated pace for quick entry into high demand industries.

AHERN ACT | ADVANCED CAREER TRAINING

CURRENT OFFERING

Commercial Driver's License





- **5- week CDL training program**
- **Best-in-class L3 Harris driving simulator**
- **Partnership with College of Southern Nevada (CSN) for 20.0 Continuing Education Units**

CSN COLLEGE OF SOUTHERN NEVADA

FUTURE OFFERINGS

School	Salary range
Transportation	$42.2K - $60K
Personal Development	N/A
Mechanics	$44.4K - $55K
Construction	$42K - $57K
Hospitality	$43.6K - $49.5K
Equipment Operation	$43.8K - $64K
Safety	N/A
Manufacturing	$43.6K - $49.5K
Equipment Rental	$35K - $84.7K

Low income • Homeless • Young adults / Recent graduates • Formerly incarcerated • Military veterans

AACT staffing company

WORK-STUDY PROGRAM

Temporary work for students & general public

- One-day training classes
- Part-time work at various AFC businesses
- Scheduled around classes for minimal disruption
- Available to Central Northwest residents

JOB PLACEMENT

Permanent employment for graduates

- Opportunities for full-time positions with current & potential local business partners

CSN College of Southern Nevada
Nevada Trucking Association
Hope for Prisoners
snorkel
Xtreme Manufacturing
AXT Transportation
Ahern Hotel
Xtreme Cubes Corp
Ahern Engineering
DETR Nevada JobConnect
ETPL Eligible Training Provider List
EmployNV
Haas Automation Inc.
Martin-Harris Construction
Richardson Construction Building on the Future
DWSS Division of Welfare & Supportive Services
VA U.S. Department of Veterans Affairs

Innovative Housing

Apartment-style dormitories

- 1 mile east of 333 N. Rancho Dr.
- AACT shuttle to/from campus

New residents = 376

- Two students per unit
- 148 units at 1720 W. Bonanza Rd. & 40 units at 1722 W. Bonanza Rd.

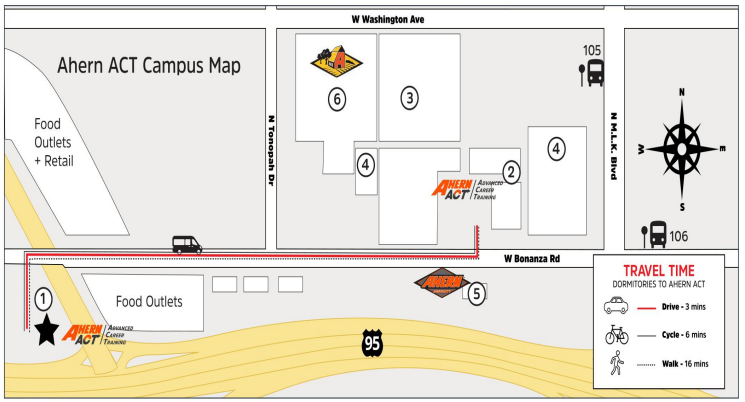
Neighborhood beautification

Desert-friendly landscaping along W. Bonanza Road corridor

1720 & 1722 W. Bonanza Rd. Proposed AACT Dormitories

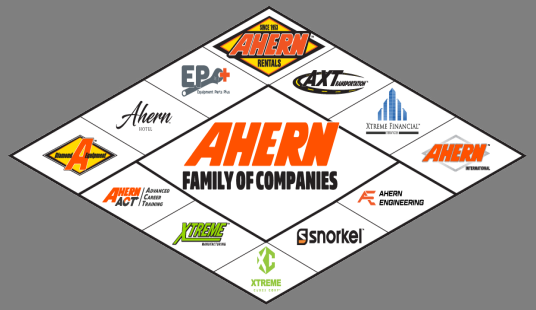


Example Exterior Upgrades



In Summary

333 N. Rancho Dr. is the key to revitalizing Central Northwest Las Vegas.



Local Economic Impact

- Business investment
- Stimulates consumer spending
- Increases employment rates
- Creates new jobs

Relocation Benefits

- Supports city redevelopment
- Business diversification
- Increases median household income

Innovative Housing

- Population growth and spending
- Improves living conditions
- Neighborhood beautification
- Environmental benefits



Thank you

Don F. Ahern

DFA, LLC

aherncompanies.com

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
42

DEPARTMENT: Economic & Urban Development **DISCUSSION**
DIRECTOR: Ryan Smith, Acting

SUBJECT:
RESOLUTIONS:

R-36-2021 - Discussion for possible action regarding a Resolution finding the Retail Lease of 6,281 square feet of ground-level commercial retail space between the City of Las Vegas (City) to Vic's Symphony Park, LLC, for the property located at 355 Promenade Place for the purposes of economic development (APN 139-33-610-033) - Ward 5 (Crear) [NOTE: This item is related to Item 54]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For approval of a Retail Lease between the City and Vic's Symphony Park, LLC, for the development of a full service restaurant and tavern with the iconic Vegas Vic's brand. Fair Market Rent was appraised by Southwest Property Consultants on May 17, 2021. The term of the lease is 21years with a value of $4,251,282. Tenant shall be responsible for the build out of the retail space estimated at $1,800,000. Landlord's contribution is $315,000 in rent credit divided equally over a three year period subsequent to Rent Commencement.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-36-2021
2. Retail Lease
3. Site Map

RESOLUTION NO. R- 36 -2021

RESOLUTION FINDING THE LEASE AGREEMENT BETWEEN CITY OF LAS VEGAS AND VIC'S SYMPHONY PARK, LLC FOR THE PROPOSED LEASE OF 6,281 SQUARE FEET OF GROUND LEVEL RETAIL SPACE AT 355 PROMENADE PLACE LAS VEGAS, NV 89106 (APN 139-33-610-033) IS IN THE BEST INTEREST OF THE PUBLIC.

WHEREAS, the City of Las Vegas owns the parking structure and commercial space located at 355 Promenade Place, Las Vegas, NV 89106 (the "Building"); and

WHEREAS, the City is proposing to lease a portion of the Building to Vic's Symphony Park, LLC (the "Lease") for the purposes of commercial retail development (the "Premises") without first offering the Premises to the public; and

WHEREAS, an appraisal of the fair market rent of Premises ("FMR") has been obtained as required by Nevada Revised Statutes 268.063; and

WHEREAS, the proposed rental under the Lease is for an amount that is less than the FMR; and

WHEREAS, the Premises have not been first offered to the public for lease; and

WHEREAS, Nevada Revised Statutes 268.063 authorizes the City to sell, lease or otherwise dispose of property for purposes of economic development without offering it to the public and for less than FMR by resolution if the City Council finds that it is in the best interests of the public to do so; and

WHEREAS, the proposed lease of the Premises pursuant to the Lease to Vic's Symphony Park is for the purpose of economic development and is in the best interests of the public because (i) it will support businesses in the Redevelopment Area, (ii) provide 45 direct and 6.5 indirect and 8 induced jobs in the Redevelopment Area and (iii) generate total new annual state and local taxes estimated at $1,300,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Las Vegas has determined that the Lease of the Premises without first offering it to the public and for less than FMR is for purposes of economic development and is in the best interests of the public and, that the Lease is hereby approved.

PASSED, ADOPTED AND APPROVED THIS ____ day of _____, 2021.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

Michael C. Nichols
_____
Counsel to City 6-29-21

RESOLUTION NO. R-___-2021
VIC'S SYMPHONY PARK

City Council meeting date: ___/___/2021
Item No. ___

RETAIL LEASE

by and between

CITY OF LAS VEGAS, NEVADA

and

VIC'S SYMPHONY PARK, LLC

TABLE OF CONTENTS

Article		Page
I	FUNDAMENTAL LEASE PROVISIONS	2
II	DEMISED PREMISES	3
III	TERM	3
IV	RENT	3
V	RESERVED	4
VI	PERMISSIBLE USE	4
VII	UTILITIES	4
VIII	INDEMNITY AND INSURANCE	4
IX	TENANT'S ALTERATIONS	6
X	MECHANIC'S LIENS	7
XI	SIGNS	7
XII	TRADE FIXTURES AND PERSONAL PROPERTY	7
XIII	ASSIGNMENT, SUBLEASE AND OTHER TRANSFERS	8
XIV	OPERATION OF TENANT'S BUSINESS	9
XV	REPAIRS AND MAINTENANCE	9
XVI	DAMAGE OR DESTRUCTION	10
XVII	COMMON AREAS AND EXPENSES	11
XVIII	TENANT'S DEFAULTS; REMEDIES	12
XIX	DEFAULT BY LANDLORD	13
XX	ATTORNEYS' FEES	13
XXI	EMINENT DOMAIN	13
XXII	SUBORDINATION; ATTORNMENT	14
XXIII	SALE OF PREMISES BY LANDLORD	14
XXIV	HOLDOVER BY TENANT	15
XXV	NOTICES	15
XXVI	MISCELLANEOUS PROVISIONS	15

RETAIL LEASE

THIS RETAIL LEASE (**"Lease"**) is dated_____, 2021 ("Effective Date"), and entered into by and between CITY OF LAS VEGAS NEVADA, a political subdivision of the State of Nevada (**"Landlord"**), and VIC'S SYMPHONY PARK, LLC, a Nevada Limited-Liability Company (**"Tenant"**).

ARTICLE I FUNDAMENTAL LEASE PROVISIONS

1.1 Definitions. The following terms shall have the following meanings:

Landlord:	City of Las Vegas, a municipal corporation of the State of Nevada ("Landlord").
Tenant:	Vic's Symphony Park, LLC, a Nevada Limited-Liability Company ("Tenant").
Guarantor:	Archon Corporation, a domestic corporation
Guaranty:	That form of Retail Lease Guaranty attached hereto as **Exhibit I.**
Building:	The Building consists of (i) an approximately 695 car parking garage and (ii) approximately 23,347 ground-level commercial retail space in the parking garage " (the "Building") identified on the site plan (the "Site Plan") attached hereto as **Exhibit A-1** and incorporated herein by this reference. .
Retail Project:	The ground level commercial space attached to the Building consists of approximately 23,347 square feet of retail space (the "Retail Project"). The Retail Project is more particularly described on **Exhibit A-2** attached hereto and incorporated herein by this reference.
Premises and Parking Rights:	That certain demised premises more commonly known as 355 Promenade Place Suite B2, Las Vegas, NV 89106 (the "Premises") in the Retail Project as indicated by cross-hatching on the floor plan (the "Floor Plan") attached hereto as **Exhibit B** and incorporated herein by this reference. The Premises consists of approximately 6,281 square feet. (Section 2) **Customer Parking**: In connection with customer parking and upon presentation of parking validation issued by Tenant, customer parking rates will be fifty percent (50%) of the posted hourly parking rates for the first four (4) hours of parking and then the full posted parking rates for any additional parking time thereafter. Landlord will provide a method for the validation of customer parking. Such customer parking shall be nonexclusive and available on a first come first serve basis. **Employee Parking**: Landlord hereby guarantees up to thirty (30) spaces in the garage for employee parking, provided that such parking will be on a nonexclusive and non-reserved basis. Employee parking rates will be as follows: (i) twelve (12) spaces will be at no charge and (ii) eighteen (18) spaces will be fifty percent (50%) of the from time-to-time posted monthly parking rate. Landlord will issue access cards to Tenant's employees designated by Tenant. Any employee spaces in excess of the initial thirty (30) spaces will be at the full posted monthly rate, will be on a first-come, first served basis and many be cancelled at any time. Tenant shall be liable and pay for all parking fees charged to customers and employees. All such parking fees shall be billed to Tenant in arrears and paid along with the next payment of the monthly installment of Minimum Rent due after the billing.
Patio:	That open seating area of the Retail Project shown on **Exhibit B.**
Lease Term:	The term commences upon the Effective Date and expires on the last day of 252 full calendar months from Effective Date, subject to extension pursuant to Section 3.1.
Extended Term:	Has the meaning set forth in Section 3.1.
Commencement Date:	The Effective Date.
Rental Commencement:	The first day of the calendar month that is twelve full calendar months after the Effective Date.
Minimum Rent:	See Rent Schedule attached at **Exhibit C.**
Rent:	"rent" shall be deemed to be the Minimum Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease
Proportionate Share:	26.90%

SPMA Charter	Amended and Restated Community Charter for Symphony Park recorded February 9, 2012 as Instrument Number 20120290001635.
SPMA Assessments:	Those assessments assessed against the Retail Project under the SPMA Charter
Security Deposit:	Fourteen Thousand, Six Hundred Fifty-Five Dollars and sixty-seven cents ($14,655.67) (Section 5)
Permitted Use:	(Article VI)
Tenant's Trade Name:	Vic's Symphony Park (Section 7)
Minimum Hours and Days of Operation:	24 Hours per day, Seven days per week.
Design Standards:	The Symphony Park Design Standards incorporated into Section 19.06.060 of the Municipal Code of the City by Bill No. 2006-68, Ordinance No. 5874 as revised and adopted On April 2, 2014 by Ordinance 6311.
Signage	See Article XI
Addresses for Notices:	To Landlord: City of Las Vegas Economic and Urban Development Attn: Director 495 S. Main Street, 6th floor Las Vegas, NV 89101 and to: Office of City Attorney Attn: John Ridilla 495 S. Main Street, 6th floor Las Vegas, NV 89101 To Tenant: Vic's Symphony Park c/o Chris Lowden, President, Porchlight Hospitality, LLC a wholly owned subsidiary of Archon Corporation 6611 S. Las Vegas Boulevard, Suite 160 Las Vegas, NV 89119
Improvement Allowance:	No cash payment but Minimum Rent is reduced for first three years after Rent Commencement to reflect Landlord contribution of $314,050 in reduced Minimum Rent

1.2 Exhibits. The following drawings, documents and provisions are attached hereto as Exhibits and incorporated herein by this reference:

Exhibit A-1:	Site Plan for Parking Garage and Premises.
Exhibit A-2:	Retail Project.
Exhibit B:	Floor Plan of Premises.
Exhibit C:	Rent Schedule.
Exhibit D:	Description of Delivery Condition of Premises and Tenant's Work.
Exhibit E:	Tenant's Certificate.
Exhibit F:	Estoppel Letter Form.
Exhibit G:	Rules and Regulations.
Exhibit H	Disclosure of Principals.
Exhibit I	Form of Guaranty.
Exhibit J	Operating Standard

ARTICLE II DEMISED PREMISES

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises. This Lease is subject to the terms, covenants and conditions herein set forth, and Tenant covenants as a material part of the consideration of this Lease to keep and perform each and all of such terms, covenants and conditions to be kept and performed by it.

ARTICLE III TERM

3.1 Commencement of Term. The Lease shall be effective as of the Effective Date. The term **"Lease Year"** shall mean each consecutive full twelve (12) month period from and after the Lease Commencement Date and each twelve calendar months thereafter until expiration of the Lease Term. Tenant shall have the one (1) option to extend the Lease Term for five (5) years by providing written notice to Landlord of the exercise of the option no later than one (1) year prior to the original expiration of the Lease Term (the "Extended Term"). Tenant's right to exercise the option for the Extended Term is contingent upon (i) Tenant not being in default in the payment of any rent or other sums due under this Lease either (x) at the time of the attempted exercise of the option or (y) at the time of the commencement of the Extended Term and (ii) Tenant not being in default of any other material obligation of any other terms of the Lease either (x) at the time of the attempted exercise of the option or (y) at the time of the commencement of the Extended Term. The term "Lease Term" shall collectively mean the original Lease Term and any duly exercised Extended Term. Landlord agrees to deliver to Tenant, and Tenant agrees to accept from Landlord, possession of the Premises in the condition as described in **Exhibit "D".**

3.2 Tenant's Certificate. Within ten (10) days of the Effective Date, and at any other time during the Lease Term within ten (10) days following request in writing by Landlord, Tenant will execute and deliver to Landlord a certificate substantially in the form attached hereto as **Exhibit "E"** indicating therein any exceptions thereto which may exist at that time. The failure of Tenant to execute and deliver such certificate to Landlord on a timely basis shall constitute an automatic acceptance of the Premises and an express acknowledgment by Tenant that the statements included in **Exhibit "E"** are true and correct, without exception.

Landlord

3.3 Landlord's Work; Tenant's Work. Landlord has delivered the Premises in the condition set forth in **Exhibit D**. Tenant, at its sole cost and expense, shall diligently perform all of Tenant's Work as set forth in **Exhibit "D"** and shall equip the Premises with all trade fixtures and personal property suitable or appropriate for the regular and normal operation of the type of business in which Tenant is engaged. All materials, furnishings, trade fixtures, personal property, furniture and fixtures shall be new or of like-new quality. Tenant agrees to open for business not later than Fifteen (15) full calendar months after the Effective Date. Tenant further agrees that Landlord shall not be required to contribute or otherwise pay for the cost of Tenant's Work other than the Improvement Allowance.

ARTICLE IV RENT

4.1 Minimum Rent. Tenant agrees to pay to Landlord, at the times and in the manner herein provided, the Minimum Rent specified in Section 1.1 above. Minimum Rent shall be payable in advance on the first day of each calendar month, without demand or offset, commencing upon the Rental Commencement Date as provided in Section 1.1 above. If the Rental Commencement Date falls on a day of the month other than the first day of such month, the rent for the first fractional month shall accrue on a daily basis for the period from the date of such commencement to the end of such fractional calendar month at a rate equal to a pro rata amount of the first monthly rent due thereafter. Common Area Expense, insurance and all other charges required to be paid by Tenant on a monthly basis shall be prorated on the same basis as Minimum Rent.

4.2 Reserved.

4.3 Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant has deposited with Landlord the Security Deposit set forth in Section 1.1 hereof. The Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the Lease Term. If Tenant defaults with respect to any provision of this Lease including, but not limited to, any provision relating to the payment of rent, Landlord may (but shall not be required to) use, retain and apply all or any part of the Security Deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer as a result of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant shall, within five (5) days after written demand therefor, deposit with Landlord in cash or a cashier's check an amount sufficient to restore the Security Deposit to its original amount, and Tenant's failure to do so shall constitute a material default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest on the Security Deposit. If Tenant shall fully and faithfully perform every provision of this Lease, the Security Deposit, or any balance thereof, shall be returned to Tenant (or, at Landlord's option, to the last assignee of Tenant's interest hereunder). In the event of a termination of Landlord's interest in this Lease, the Security Deposit, or any portion thereof not previously applied, may be released by Landlord to Landlord's transferee and, if so released, Tenant agrees to look solely to such transferee for proper application of the Security Deposit in accordance with the terms of this Section 4.3 and the return thereof in accordance herewith. The holder of a mortgage or the beneficiary of a deed of trust encumbering the property which includes the Premises shall not be responsible to Tenant for the return or application of any such Security Deposit, whether or not such holder or beneficiary succeeds to the position of Landlord hereunder, unless such Security Deposit shall have been actually received by such holder or beneficiary.

4.4 Other Charges. Tenant shall pay to Landlord when due all sums of money required to be paid pursuant to this Article, Article XV and Article XVII, and all other sums of money or charges required to be paid by Tenant under this Lease as additional rent, whether or not the same is designated as additional rent. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible with the next installment of Minimum Rent thereafter falling due. The foregoing notwithstanding, nothing herein contained shall be deemed to suspend or delay the payment by Tenant of any amount of money or charge at the time same becomes due and payable hereunder, or limit any other right or remedy of Landlord. If Tenant shall fail to pay, when due, any rent or other charge, such unpaid amount shall bear interest at the rate of ten percent (10%) per annum from the date due through the date of payment, not to exceed the maximum lawful rate of interest.

4.5 Place of Payment. All rent and other charges shall be paid by Tenant to Landlord at the address specified for service of notice upon Landlord in Section 1.1 of this Lease, or at such other place as may from time to time be designated by Landlord in writing at least ten (10) days prior to the next ensuing payment date.

ARTICLE V

Reserved

ARTICLE VI PERMISSIBLE USE

6.1 Permitted Uses.

A. Tenant agrees to operate at all times a full service restaurant and bar solely under the trade name of VIC'S Symphony Park and at all times consistent with the other operations of the VIC'S Symphony Park facilities operated by Tenant or affiliates of Tenant in the greater Las Vegas area. Attached hereto as **Exhibit J** is a package of materials describing the décor, operations and menus of the VIC'S Symphony Park to be operated and offered in the Premises. Tenant agrees to operate a VIC'S Symphony Park at the Premises at all times consistent with **Exhibit J.** Tenant shall use the Premises solely as a full service restaurant and bar at all times and for no other purpose without the consent of Landlord which consent may be withheld in Landlord's sole, absolute and arbitrary discretion. Tenant shall at all times operate under the trade name specified in this Section 6.1, provided, however, that in the event Tenant desires to operate under a different trade name and operating concept, Tenant may propose a new trade name and operating concept to Landlord for consideration, along with such supporting materials as reasonably requested by Landlord. Upon submittal of such supporting materials, Landlord agrees to approve or disapprove the revised trade name and operating concept within thirty (30) days, provided, however, Landlord's consent shall not be unreasonably withheld. In the event that Landlord does not respond within thirty (30) days, Landlord shall have been deemed to have approved the revised trade name and operating concept. . Tenant further covenants and agrees that it will not use, nor suffer or permit any person or persons to use the Premises or any part thereof for any use or purpose contrary to the Rules and Regulations as set forth in **Exhibit "G"** hereof and/or the SPMA Charter, as same may be amended by Landlord from time to time, or in violation of the laws of the United States of America, the State of Nevada, or the ordinances, regulations or requirements of the local, municipal or county governing bodies or any other lawful governmental or quasi-governmental authorities having jurisdiction over the Premises, or in violation of any regulations of any insurance carrier providing insurance for the Premises. In the event Tenant violates this Section 6.1(A) and changes the use of the Premises from that required under this Section 6.1A., then Landlord may, but is not obligated to, treat such change in use as a default by Tenant under the Lease entitling Landlord to the remedies described in Article XVIII hereof.

B. Tenant shall use its best efforts to complete or cause to be completed all deliveries, loading, unloading and services to the Premises no more than three times a day between the hours of 10:00 a.m. and 4:00 p.m. and to prevent delivery trucks and other vehicles servicing the Premises from parking or standing in service areas for undue periods of time. Landlord reserves the right to further reasonably regulate the activities of Tenant in regard to deliveries and servicing of the Premises, and Tenant agrees to abide by such further reasonable rules and regulations which Landlord may impose from time to time.

ARTICLE VII UTILITIES

7.1 Utility Installation. Landlord agrees that it will cause to be made available to Tenant upon or adjacent to the Premises, those utilities and services set forth on **Exhibit D**. Such utilities may be separately metered at Landlord's option.

7.2 Payment of Utility Cost. Tenant agrees, at its own expense, to pay for all water, power, gas, sewer, trash, cable, electric current and all other utilities used by Tenant on or from the Premises from and after the commencement of Tenant's Work, and Tenant agrees to provide, at Tenant's sole cost and expense, any meters of the type required by Landlord. Tenant shall be responsible for providing at its cost and expense a trash receptacle in a spot designated by Landlord. In the event that any utilities are furnished to the Premises by Landlord, whether sub-metered or otherwise, then and in that event, Tenant shall pay Landlord for such utilities, but the rates charged to Tenant by Landlord shall not exceed those of the public utility company furnishing same to Landlord as if its services were being furnished directly to Tenant. Where any such utilities are not separately metered, Landlord shall pro-rate same on an equitable basis.

7.3 No Liability. Except for Landlord's gross negligence, Landlord shall not be liable in damages or otherwise for any failure or interruption of any utility service being furnished to the Premises, and no such failure or interruption shall entitle Tenant to terminate this Lease or withhold Rent or any other sums due under the terms of this Lease.

ARTICLE VIII INDEMNITY AND INSURANCE

8.1 Indemnification and Waiver. Tenant agrees that Landlord shall not be liable for any damage or liability of any kind, or for any injury to or death of persons, or damage to property of Tenant or any other person during the Lease Term resulting from the use, occupation or enjoyment of the Premises and/or the Building or the operation of business therein or therefrom by Tenant or by any person in possession of the Premises, or any portion of the Premises, under Tenant. Tenant hereby further agrees to defend, indemnify and save harmless Landlord from all liability for any real or claimed damage or injury and from all liens, claims and demands arising out of the use of the Premises and/or the Building and its facilities, any repairs or alterations which Tenant may make upon the Premises and any claims of any employee of Tenant against Landlord. Tenant shall not be liable for damage or injury occasioned by the gross negligence of Landlord and its designated agents, servants or employees, unless the same is covered by insurance Tenant is required to provide. The foregoing obligation of Tenant to indemnify shall survive the expiration or earlier termination of the Lease Term and shall include all costs of legal counsel and investigation, together with other costs, expenses and liabilities incurred in connection with any and all claims of damage. To the extent any such loss or damage is covered by insurance, Landlord and Tenant each hereby waive any rights one may have against the other on account of any loss or damage occasioned to Landlord or Tenant, as the case may be, their respective properties, the Premises or their contents. The parties hereto, on behalf of their respective insurance companies insuring such losses, waive any right of subrogation that one may have against the other. The foregoing waivers of subrogation shall be operative provided that no policy of insurance required herein is invalidated thereby.

8.2 Tenant's Insurance Obligation. Tenant further covenants and agrees that it will carry and maintain during the entire Lease Term hereof, at Tenant's sole cost and expense, the following types of insurance in the amounts and forms hereinafter specified:

A. **General Liability and Property Damage.** Tenant shall at all times during the Lease Term maintain in effect a policy or policies of bodily injury liability and property damage, including product liability insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000) in the aggregate and Five Million Dollars ($5,000,000) excess liability with a limit of Five Million , Dollars ($5,000,000) each occurrence and Five Million Dollars ($5,000,000) in the annual aggregate, insuring against any and all liability of the insured with respect to the Premises or arising out of the maintenance, condition, use or occupancy thereof, and property damage liability. All such bodily injury liability insurance and property damage including product liability insurance shall specifically insure the performance by Tenant of the indemnity agreement as to liability for injury to or death of persons and injury or damage to property contained in Section 8.1 hereof. Waiver of Subrogation for General Liability in favor of the City of Las Vegas is required.

B. **Property and Tenant Improvements.** Insurance against all risks of physical loss (special from basis) for the full replacement cost value of all real property, personal property including Tenant improvements and betterments upon the Premises. Tenant shall at all times during the Lease Term maintain in effect insurance covering all of Tenant's Work, Tenant's leasehold improvements, alterations or additions, Tenant's trade fixtures, merchandise and all personal property from time to time in, on or upon the Premises, in an amount not less than one hundred percent (100%) of their full replacement cost, without depreciation, providing protection against any peril included within the classification "All Risk", together with insurance against sprinkler damage, plate glass damage in the Premises, vandalism and malicious mischief. The proceeds from such insurance shall be used solely for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate under the provisions of Article XVI hereof, whereupon any proceeds of insurance covering Tenant's leasehold improvements and any alterations or additions to the Premises shall be payable to Landlord. Tenant shall be responsible for the plate glass on the Premises, including replacement in the event repair of the glass would not restore the glass to its original condition at the time of installation.

C. **Business Interruption.** Tenant shall at all times during the Lease Term maintain in effect business interruption or loss of income insurance in amounts sufficient to cover Minimum Rent and all other charges due under the Lease for twenty-four (24) months.

D. **Workers' Compensation.** Tenant shall provide Worker's Compensation Insurance sufficient to meet its statutory obligation and to provide benefits for employees with claims of bodily injury of occupational disease (including resulting death) as required by the State of Nevada and Employer's Liability Insurance for $1,000,000. Waiver of Subrogation for Workers' Compensation in favor of the City of Las Vegas is required

.

E. **Automobile Liability.** Tenant shall provide $1,000,000 combined single limit for bodily injury and property damage, Automobile Liability Symbol 1 (any auto), if the entity owns automobiles. An entity without autos shall have "Non-owned and Hired" coverage (Auto Symbols 8 & 9). In the event Tenant shall provide valet parking services, Tenant shall provide garage keepers legal liability insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000) in the aggregate.

F. **Liquor Liability.** Tenant shall provide liquor liability insurance with limits of not less than One Million and 00/100 Dollars ($1,000,000.00) per occurrence and Two Million and 00/100 Dollars ($2,000,000) in the aggregate and Five Million Dollars ($5,000,000) excess liability with a limit of Five Million, Dollars ($5,000,000) each occurrence and Five Million Dollars ($5,000,000) in the annual aggregate.

8.3 Policy Requirements. All policies of insurance provided for herein shall be issued by insurance companies with a general policy holder's rating of not less than A and a financial rating of not less than Class VII as rated in the most current available Best's Insurance Reports and qualified to do business in the State of Nevada. All such policies shall name Landlord as an additional insured and, if requested by Landlord, Landlord's first mortgagee or beneficiary and/or Landlord's lessor, which policies shall be for the mutual and joint benefit and protection of Landlord, Tenant, Landlord's first mortgagee or beneficiary, and/or Landlord's lessor. The coverage afforded the additional insureds under the Tenant's policy shall be primary insurance and non-contributory. Executed copies of such policies of insurance or original certificates thereof shall be delivered to Landlord within ten (10) days after delivery of possession of the Premises to Tenant and thereafter at least thirty (30) days prior to the expiration of the term of each such policy. All public liability and property damage policies shall contain a provision that Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under such policies for any loss occasioned to it, its servants, agents, or employees by reason of any act or omission of Tenant or its servants, agents, employees or contractors. As often as any such policy shall expire or terminate, renewal or additional policies shall be procured and maintained by Tenant pursuant to the terms of this Article VIII. All policies of insurance delivered to Landlord must contain a provision that the company writing such policy will give to Landlord and all other additional insureds at least thirty (30) days' notice in writing in advance of any cancellation or lapse or the effective date of any reduction in the amount of or other material change of insurance. All public liability, property damage and other casualty policies maintained by Tenant shall be written as primary policies, and any insurance maintained by Landlord shall be excess insurance only.

8.4 Increase in Coverage. In the event Landlord or Landlord's first mortgagee or beneficiary deems it necessary to increase the amounts or limits of insurance required to be carried by Tenant hereunder, Landlord may reasonably increase such amounts or limits of insurance, and Tenant shall increase the amounts or limits of the insurance required to be carried by Tenant hereunder and shall provide Landlord with policies or original certificates indicating the increased amounts or limits as provided in Section 8.3 hereof.

8.5 Blanket Coverage. Tenant's obligations to carry insurance provided for in this Article may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Tenant, provided that Landlord, or Landlord's first mortgagee or beneficiary and Landlord's lessor, shall be named as an additional insured thereunder as their respective interests may appear; and that the coverage afforded Landlord will not be reduced or diminished by reason of the use of such blanket policy of insurance, and provided further that the requirements set forth herein are otherwise satisfied. Tenant agrees to permit Landlord at all reasonable times to

inspect the policies of insurance of Tenant covering risks upon the Premises for which policies or copies of certificates thereof are not required to be delivered to Landlord.

8.6 Landlord's Insurance Obligations. Landlord shall maintain in effect a policy or policies of insurance covering the building of which the Premises are a part, including the leasehold improvements included within Landlord's Work (but not Tenant's Work, Tenant's leasehold improvements, alterations or additions permitted under Article IX hereof, Tenant's trade fixtures, merchandise or other personal property), in an amount of not less than eighty percent (80%) of its replacement cost (excluding excavations, foundations and footings) during the Lease Term, providing protection against all risks of physical loss (special form basis) (and Earthquake Insurance and Flood Insurance if Landlord or its lender deems such insurance to be necessary or desirable), together with insurance against sprinkler damage, vandalism and malicious mischief and such further insurance as Landlord or Landlord's lender deems necessary or desirable. Landlord's obligation to carry the insurance provided for herein may be brought within the coverage of a so-called blanket policy or policies of insurance carried and maintained by Landlord, provided that the coverage afforded will not be reduced or diminished by reason of the use of such blanket policy of insurance.

8.7 Insurance Use Restrictions. Tenant agrees that it will not at any time during the Lease Term carry any stock of goods or do or permit anything to be done in or about the Premises which will tend to increase the insurance rates upon the building of which the Premises are a part. Tenant agrees to pay to Landlord upon demand the amount of any increase in premiums for insurance against loss by fire or any other peril normally covered by fire and extended coverage insurance that may be charged during the Lease Term on the amount of insurance to be carried by Landlord on the building of which the Premises are a part resulting from the foregoing or from Tenant doing any act in or about the Premises which does so increase the insurance rates, whether or not Landlord shall have consented to such act on the part of Tenant. If Tenant installs upon the Premises any electrical equipment which constitutes an overload on the electrical lines of the Premises, Tenant shall at its own expense make whatever changes or provide whatever equipment safeguards are necessary to comply with the requirement of the insurance underwriters and any governmental authority having jurisdiction thereover, but nothing herein contained shall be deemed to constitute Landlord's consent to such overloading.

ARTICLE IX TENANT'S ALTERATIONS

9.1 Landlord Approval of Interior Layout and Decor. In addition to Landlord's right to approve Tenant's plans, Landlord shall have the right to approve the interior layout and decor of the Premises. Such right shall include, without limitation, the quality and extent of the floor coverings, wall coverings, fixtures, furniture, lighting and decorations. Tenant shall submit to Landlord full details of Tenant's desired interior layout and decor within thirty (30) days following the Effective Date for Landlord's review and approval which approval by Landlord shall not be unreasonably withheld.

9.2 Permitted Alterations. Landlord agrees that Tenant may, from time to time during the Lease Term, at Tenant's sole cost and expense and after giving Landlord at least thirty (30) days' prior written notice of its intention to do so, make such alterations, additions and changes in and to the interior of the Premises (except those of a structural nature) as Tenant may find necessary or convenient, provided that the value of the Premises is not thereby diminished, and provided that no alterations, additions or changes costing in excess of Five Thousand and 00/100 Dollars ($5,000.00) may be made without first procuring the prior written consent of Landlord which consent of Landlord shall not be unreasonably withheld. In no event shall Tenant make any alterations, additions or changes to the storefront, or the exterior walls or roof of the Premises, nor shall Tenant erect any mezzanine or increase the size of same, if one be initially constructed, unless and until the written consent of Landlord shall first have been obtained, which consent shall not be unreasonably withheld. Tenant shall not make or cause to be made any penetration through the roof or demising walls of the Premises without the prior written consent of Landlord. Landlord hereby reserves the right to condition Landlord's consent to any alteration, addition or change to the Premises by Tenant upon Landlord's receipt from Tenant of a written agreement, in form and substance acceptable to Landlord, pursuant to which Tenant shall agree to remove any such alteration, addition or change from the Premises upon expiration or earlier termination of the Lease Term and restore the Premises to its original condition prior to such alteration, addition or change. Tenant shall be directly responsible for any and all damages resulting from any violation of the provisions of this Article.

9.3 Manner of Construction. All alterations, additions, or changes to be made to the Premises, including Tenant's initial build-out of the Premises, shall be under the supervision of a competent architect or competent licensed structural engineer satisfactory to Landlord and shall be made in accordance with plans and specifications with respect thereto, approved in writing by Landlord before the commencement of work. Failure of Landlord to disapprove any such plans and specifications within thirty (30) days of submission shall be deemed its approval of same. All work with respect to any alterations, additions or changes must be done in a good and workmanlike manner and diligently prosecuted to completion to the end that the Premises shall at all times be a complete unit except during the period of work. Upon completion of any alterations, additions or changes, Tenant agrees to cause a Notice of Completion to be recorded in the office of the Recorder of the County in which the Premises is located in accordance with the applicable laws of the State of Nevada. Such alterations, additions or changes shall be considered as improvements and shall become an integral part of the Premises upon installation thereof and shall not be removed by Tenant. All improvements to the Premises by Tenant including, but not limited to, light fixtures, floor coverings and partitions, and other items comprising Tenant's Work, but excluding trade fixtures and signs, shall be deemed to be the property of Landlord upon installation thereof. All materials used in any alterations or changes to the Premises shall be new or like-new quality and condition. Any such alterations, additions or changes shall be performed and done strictly in accordance with the laws and ordinances relating thereto. Tenant shall maintain a complete and accurate set of permits and plans for all alterations, additions and changes to the Premises and for all of Tenant's Work on the Premises.

9.4 Construction Insurance. In the event that Tenant shall make any permitted alterations, additions or changes to the Premises under the terms and provisions of this Article, Tenant agrees to carry "Builder's All Risk" insurance in an appropriate amount covering the construction of such alterations, additions or changes, and such other insurance as Landlord may require; it being understood and agreed that all such alterations, additions or changes shall be insured by Tenant pursuant to Section 8.2 immediately upon completion thereof. In addition, Landlord may, in its discretion, require Tenant to obtain a lien and completion bond or some alternate form of security satisfactory to Landlord in an amount equal to one hundred fifty percent (150%) of the estimated cost of the Tenant Improvements to assure the lien-free completion of same.

ARTICLE X MECHANICS' LIENS

10.1 Tenant's Lien Obligations. Tenant agrees that it will pay, or cause to be paid, all costs for work done by it or caused to be done by it on the Premises and that it will keep the Premises free and clear of all mechanics' liens and other liens for or arising from work done by or for Tenant or for persons claiming under it. Tenant agrees to indemnify, defend and hold Landlord harmless from and against all liability, loss, damage, costs, attorneys' fees, and all other expenses on account of claims of contractors, subcontractors, laborers or materialmen or others for work performed or materials or supplies furnished for Tenant or persons claiming under it. If any laborer, person or firm supplying or providing labor, materials or equipment or services to Tenant, or to any of Tenant's contractors or subcontractors for Tenant's Work, shall make any claim or demand against Landlord, the Premises, or shall file any claim, stop notice, lien, or otherwise, against Landlord, the Premises and Tenant shall not cause the effect of such claim, stop notice or lien to be removed, rescinded or dismissed, including, without limitation, the posting of a bond pursuant to the applicable laws of the State of Nevada, as the case may be, and in the event Tenant shall fail to do so within five (5) days after written demand by Landlord to cause the effect of said claim, stop notice or lien to be removed, rescinded or dismissed, such failure shall constitute a default hereunder. In such event, in addition to such other remedies it may have, Landlord shall have the right (but not the obligation) to use whatever means in its discretion it may deem appropriate to cause said claim, stop notice, or lien to be rescinded, discharged, compromised, dismissed or removed including, without limitation, (a) posting a bond pursuant to the applicable laws of the State of Nevada; or (b) paying a sum sufficient to discharge, in full, any and all such claims, demands, or liens. Any such sums paid by Landlord, including attorneys' fees and bond premiums, shall be immediately due and payable to Landlord by Tenant.

Pursuant to NRS §108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS §108.2403 and NRS §108.2407. Tenant shall take all actions necessary under Nevada law to ensure that no liens encumbering Landlord's interest in the Premises arise as a result of any work, services, or materials provided to the Premises, including, without limitation, the recording of a notice of posted security in the Official Records of Clark County, Nevada, in accordance with NRS §108.2403 and either (a) establish a construction disbursement account pursuant to NRS §108.2403(1)(b)(1) or (b) furnish and record, in accordance with NRS §108.2403(1)(b)(2), a surety bond for the prime contract for the work at the Premises that meets the requirements of NRS §108.2415. Tenant's contractors may not enter the Premises to begin any construction in the Premises until Tenant has delivered evidence satisfactory to Landlord that Tenant has complied with the terms of this Section. Failure by Tenant to comply with the terms of this Section shall permit Landlord to declare Tenant in default hereunder.

In accordance with NRS §108.234(2), Tenant agrees that Landlord's interest in the Premises shall not be subject to, and shall be immune from, the attachment of any lien arising as a result of any alterations, if Landlord, within three (3) days after obtaining knowledge of the construction, alteration or repair, or the intended construction, alteration or repair, gives notice that Landlord will not be responsible for the improvement by recording a notice in writing to that effect with the Official Records of Clark County, Nevada ("Notice of Nonresponsibility"), such Notice of Nonresponsibility is timely recorded in accordance NRS §108.234(2)(a), and such Notice of Nonresponsibility sets forth the information required in NRS §108.234(3) and is served by personal delivery or by certified mail, return receipt requested (x) upon Tenant within ten (10) days after the date on which the Notice of Nonresponsibility is recorded pursuant to NRS §108.234(2) and (y) upon the prime contractor within ten (10) days after the date on which Tenant contracts with the prime contractor for the construction, alteration or repair of the work of improvement.

10.2 Notice. Tenant shall immediately give Landlord notice of any claim, demand, stop notice or lien made or filed against the Premises or any action affecting the title to such Premises.

10.3 Inspection. Landlord and its representative shall have the right to go upon and inspect the Premises at all reasonable times (except in the case of emergencies, Landlord shall give twenty-four (24) hours notice prior entering to inspect the Premises), and shall have the right to post and keep posted thereon notices as permitted or provided by law or which Landlord may deem to be proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any such lien, give to Landlord a written notice of its intention to do so in sufficient time to enable Landlord to file and record such notices. Landlord and its representatives shall also have the right to enter the Premises for purposes of exhibiting the Premises to prospective buyers, tenants or lenders, and posting ordinary signs advertising the Premises for sale or for lease on the exterior of the building during the last ninety (90) days of the Term or any Extended Term hereof.

ARTICLE XI SIGNS

Tenant shall not install, modify or otherwise place on the Leased Premises, the Building or the Retail Project any sign or other object or thing visible to public view outside of the Leased Premises ("Tenant's Signage") except in accordance with the terms and conditions of the Symphony Park Design Standards.

ARTICLE XII TRADE FIXTURES AND PERSONAL PROPERTY

12.1 Ownership. Any trade fixtures, signs and other personal property of Tenant not permanently affixed to the Premises shall remain the property of Tenant, and Landlord agrees that Tenant shall have the right, provided Tenant is not in default under the terms of the Lease, to remove any and all of its trade fixtures, signs and other personal property which it may have stored or installed in the Premises including, but not limited to, counters, shelving, showcases, mirrors and other movable personal property. Nothing contained in this Article shall be deemed or construed to permit or allow Tenant to remove any personal property without the immediate replacement thereof with similar personal property of comparable or better quality, so as to render the Premises unsuitable for conducting the type of business described in Section 1.1. Tenant, at its expense, agrees to immediately repair any damage occasioned to the Premises by reason of the removal of any such trade fixtures, signs, and other personal property and, upon expiration or earlier termination of this Lease, Tenant agrees to leave the Premises in a neat and broom-clean condition and free of trash and debris. All trade fixtures, signs and other personal property installed in or attached to the Premises by Tenant shall be new or of new quality when so installed or attached.

12.2 Removal. If Tenant fails to remove any of its trade fixtures, furniture and other personal property upon the expiration or earlier termination of this Lease, Landlord may at Landlord's option retain all or any of such property, and title thereto shall thereupon automatically vest in Landlord, or Landlord may remove same from the Premises and dispose of all or any portion of such property, in which latter event Tenant shall, upon demand, pay to Landlord the actual expense of such removal and disposition together with the cost of repair of any and all damage to

the Premises resulting from or caused by such removal. Tenant waives any and all rights it may have under contrary laws of the State of Nevada.

12.3 Personal Property Tax. Tenant shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its business operation, as well as upon its trade fixtures, merchandise and other personal property in or upon the Premises. In the event any such items of property are assessed with property of Landlord, such assessment shall be divided between Landlord and Tenant to the end that Tenant shall pay its equitable portion of such assessment as conclusively determined by Landlord.

ARTICLE XIII ASSIGNMENT, SUBLEASE AND OTHER TRANSFERS

13.1 Restrictions.

A. Tenant shall not transfer, assign, sublet, mortgage or otherwise hypothecate or encumber this Lease, or Tenant's interest in and to the Premises, nor enter into any license or concession agreements with respect to the Premises, without in each instance procuring the prior written consent of Landlord. Any such attempted or purported transfer, assignment, subletting, mortgage or hypothecation, or license or concession agreement (hereinafter collectively a **"Transfer"**) without Landlord's prior written consent shall be void and of no force and effect, shall not confer any interest or estate in the purported transferee, and shall at Landlord's sole, exclusive, and absolute discretion, entitle Landlord to terminate this Lease upon written notice to Tenant.

B. The consent of Landlord required hereunder shall not be unreasonably withheld, provided that Landlord and Tenant agree that it shall not be unreasonable for Landlord to withhold its consent to any proposed Transfer for any commercially-reasonable reason including, but not limited to:

(i) A conflict between the contemplated use of the Premises by the proposed transferee, assignee, or sublessee following the proposed Transfer (**"Transferee"**) with the "Use of Premises" clause contained in Section 1.1 hereof;

(ii) The financial worth and/or financial stability of the Transferee is less than that of the Tenant and/or the Guarantor hereunder at the commencement of the Lease Term or not reasonably suitable to Landlord in Landlord's sole discretion so as to insure the ability of the Transferee to perform Tenant's obligations under the Lease for the full Lease Term;

(iii) Either the Guarantor agrees and acknowledges that the Guaranty remains in full force and effect or a substitute guarantor acceptable to Landlord enters in to a Guaranty of the Lease;

(iv) A Transferee whose reputation or proposed use of the Premises would have an adverse effect upon the reputation of the Premises or Landlord as determined in Landlord's sole discretion;

(v) A Transferee which would breach any covenant of or affecting Landlord concerning radius, location, use or exclusivity in any other lease, financing agreement, or other agreement relating to the Garage; and

(vi) The proposed Transfer would, in Landlord's sole and exclusive discretion, require an amendment to any material term of the Lease.

13.2 Procedure for Transfer. Should Tenant desire to make a Transfer hereunder, Tenant shall, in each instance, give written notice of its intention to do so to Landlord not less than sixty (60) days prior to the effective date of such proposed Transfer, specifying in such notice whether Tenant proposes to assign or sublet, or enter into a license or concession agreement, the proposed date thereof, and specifically identifying the proposed Transferee. Such notice shall be accompanied, in the case of a sublease, license or concession agreement, by a copy of the proposed sublease, license or concession agreement, or if same is not available, a letter of commitment or a letter of intent, and in each case, (i) a financial statement for the proposed Transferee dated within the past 60 days certified to be true and correct by such Transferees or an officer of such Transferees, (ii) a business resume describing the proposed Transferee's prior business experience, (iii) a written authorization for Landlord to obtain a copy of the proposed transferee's credit profile, (iv) not less than three (3) business references, (v) at least one (1) banking reference, and (vi) such other information as Landlord may request including, without limitation, the sales contract/escrow instructions and both pro-forma and final escrow closing statements. Landlord shall, within twenty (20) days after its receipt of such notice of a proposed Transfer from Tenant (and back-up information), by mailing written notice to Tenant of its intention to do so (a) withhold consent to the Transfer pursuant to Section 13.1(B); or (b) consent to such Transfer; or (c) terminate this Lease, such termination to be effective thirty (30) days after receipt of such notice by Tenant. No Transfer of this Lease or agreement entered into with respect thereto, whether with or without Landlord's consent, shall relieve Tenant or any Guarantor of this Lease from primary liability under this Lease. Landlord hereby reserves the right to condition Landlord's consent to any assignment, sublease or other transfer of all or any portion of Tenant's interest in this Lease or the Premises upon Landlord's receipt from Tenant of a written agreement, in form and substance acceptable to Landlord, pursuant to which Tenant shall pay over to Landlord all rent and other consideration received by Tenant from any such assignee, sublessee, or transferee either initially or over the term of the assignment, sublease or transfer, in excess of the rent called for hereunder.

13.3 Reserved.

13.4 Required Documents. Each Transfer to which Landlord has consented shall be evidenced by a written instrument, the form and content of which is satisfactory to Landlord, executed by Tenant and Transferee under which the Transferee shall agree in writing for the benefit of Landlord to perform and to abide by all of the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant, including the payment of all amounts due or to become due under this Lease directly to Landlord and the obligation to use the Premises only for the purpose specified in Section 1.1 hereof. Tenant agrees to reimburse Landlord for Landlord's reasonable attorneys' fees incurred in conjunction with the processing of and documentation for the Transfer and an administrative fee of $250.00 for each proposed Transfer, whether or not the Transfer is consummated. The acceptance by Landlord of the payment of rent or any other charges due under this Lease from any third party shall not be deemed to constitute Landlord's acceptance or approval of any Transfer to a third party.

13.5 Merger and Consolidation. If Tenant is a corporation which, under the current laws, rules or guidelines promulgated by the governmental body or agency having jurisdiction and authority to promulgate the same,

is not deemed a public corporation, or is an unincorporated association or partnership, the transfer, assignment or hypothecation, in the aggregate of more than twenty-five percent (25%) of the total outstanding stock or interest in such corporation, association or partnership, shall be deemed a Transfer within the meaning and provisions of this Article and shall require Landlord's prior written consent.

13.6 Bankruptcy.

A. If this Lease is assigned to any person or entity pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. Section 101 et. seq. (**"Bankruptcy Code"**), any and all moneys or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and remain the exclusive property of Landlord, and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all moneys or other considerations constituting Landlord's property under this Section 13.6 not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

B. Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment, including the obligation to operate the business which Tenant is required to operate pursuant to Section 1.1 hereof.

ARTICLE XIV OPERATION OF TENANT'S BUSINESS

14.1 Continuous Operation. Tenant covenants and agrees that it will operate and conduct within the Premises, continuously and uninterruptedly during the Lease Term for the Minimum Hours and Days of Operation specified in Section 1.1, the business which it is required to operate and conduct under this Lease, except while the Premises are untenable by reason of fire or other unavoidable casualty, and that it will at all times keep and maintain within and upon the Premises an adequate stock of merchandise and trade fixtures and have sufficient personnel to service and supply the demands and requirements of its customers. In the event Tenant fails to continuously operate its business in the Premises as required by this Section 14.1 for a period of five (5) or more consecutive days, then in addition to all remedies available to Landlord (including, without limitation, injunction and/or damages), Landlord may, but is not obligated to, elect to terminate this Lease upon written notice to Tenant, whereupon this Lease shall terminate, and Tenant shall vacate the Premises upon the date specified in Landlord's notice to Tenant. Landlord's notice pursuant to this Section shall be in lieu of, and not in addition to, the notice and cure period set forth in Article XVIII or any notice and cure period required under the laws of the State of Nevada.

14.2 Operating Hours. Commencing with the opening for business by Tenant in the Premises, and for the remainder of the Lease Term, Tenant shall remain open for the Minimum Operating Hours. Tenant further agrees to cause all window displays, exterior signs and exterior advertising displays to be adequately illuminated continuously during those hours determined by Landlord in Landlord's sole and absolute discretion. It is agreed, however, that the foregoing provision shall be subject to any governmental regulations to which Tenant may be subject concerning the hours of operation of Tenant's business.

14.3 Rules and Regulations. Tenant agrees that it will keep the Premises in a neat, clean and orderly condition and that all trash and rubbish generated by it shall be deposited within prescribed receptacles in designated service areas within the Garage. Tenant further agrees to cause such receptacles to be emptied and trash removed at its own cost and expense so as, on its part, to keep such service areas in a clean and orderly condition. In the event Landlord shall contract for the trash receptacles located within the service areas to be emptied, Tenant shall reimburse Landlord for its Proportionate Share of such costs. Tenant shall observe faithfully and comply with and shall cause its employees and invitees to observe faithfully and comply with reasonable rules and regulations governing the Premises as may from time to time be promulgated and amended by Landlord, which rules and regulations shall include the provisions of **Exhibit "G"** hereof and the SPMA Charter.

ARTICLE XV REPAIRS AND MAINTENANCE

15.1 Tenant's Maintenance Obligations. Tenant agrees at all times from and after delivery of possession of the Premises to Tenant, and at its own cost and expense, to repair and maintain the Premises and every part thereof in good and tenable condition including, but not limited to, grease trap maintenance, floor coverings, utility meters, pipes and conduits, all fixtures, heating and air conditioning equipment and ducting installed by Landlord, and all other equipment therein, the storefront or storefronts including plate glass, all Tenant's signs and signage, locks and closing devices, and all window sash, casement or frames, doors and door frames, ceilings, ceiling tiles and lighting, and all items of repair, maintenance and improvement or reconstruction as may at any time or from time to time be required with respect to the Premises by any governmental agency having jurisdiction, but excluding the roof structure, exterior walls, structural portions of the Premises and structural floor, unless the same are required to be modified because of Tenant's use of the Premises or Tenant's alterations, improvements, additions, fixtures or personal property. Tenant agrees to operate the air conditioning equipment serving the Premises during all business hours so that inside temperatures of the Premises are maintained within a range in which a majority of adults will be comfortable in the Premises. All glass, both exterior and interior, shall be maintained at Tenant's sole cost and expense, and any glass broken shall be promptly replaced by Tenant with glass of the same kind, size and quality. Tenant's failure to replace broken glass within seventy-two (72) hours following the occurrence of the breakage, or the failure by Tenant to replace same with glass of the same kind, size and quality, shall constitute a material and incurable breach hereof which shall, at Landlord's sole and arbitrary discretion, entitle Landlord to terminate this Lease upon written notice to Tenant. The foregoing notwithstanding, Tenant shall not be permitted to (i) go onto the roof of the Premises without Landlord's prior written approval, and (ii) penetrate the roof membrane without Landlord's prior approval and, upon obtaining such approval, only by using Landlord's approved roofing contractor. Tenant agrees to contract with a third party for annual maintenance of the grease trap and provide Landlord with a copy of each such contract.

In addition, Tenant agrees to provide janitorial service to the Patio in order to keep the Patio at all times in a clean condition, including, without limitation, the removal of all trash, dishes, glasses and all other materials on the Patio and the bussing of all tables and seats. Tenant agrees to use its staff to provide bussing services to the Patio to the same degree and regularity as it provides bussing operations in its operations.

15.2 Landlord's Maintenance Obligations. Subject to the foregoing paragraph, Landlord shall keep and maintain in good and tenable condition and repair and replace as necessary the roof structure and membrane, exterior walls, structural parts and structural floor of the Premises, provided that Landlord shall not be required to make any repairs necessitated by reason of the negligence or willful misconduct of Tenant, its servants, agents, employees or

contractors, or anyone claiming under Tenant, or by reason of the failure of Tenant to perform or observe any conditions or agreements in this Lease contained, or caused by alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Anything to the contrary notwithstanding contained in this Lease, Landlord shall not be liable to Tenant for failure to make repairs as herein specifically required of it unless Tenant has previously notified Landlord, in writing, of the need for such repairs, and Landlord has failed to commence and complete said repairs within a reasonable period of time following receipt of Tenant's written notification.

15.3 Tenant's Failure to Maintain. If Tenant refuses or neglects to make repairs and/or maintain the Premises, or any portion thereof, including Tenant's storefront(s), in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant written notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, the cost of such work shall be paid by Tenant promptly upon receipt of bills therefor. Failure of Tenant to pay any of said charges within ten (10) days of receipt of bills therefor shall constitute a default hereunder. Upon any surrender of the Premises, Tenant shall deliver the Premises to Landlord, upon the expiration or earlier termination of this Lease, in good order, condition and state of repair, ordinary wear and tear excepted, and excepting such items of repair as may be Landlord's obligation hereunder.

15.4 Definition of Exterior Walls. As used in this Article, the expression "exterior walls" shall not be deemed to include storefront or storefronts, plate glass, window cases, or window frames, doors or door frames, security grilles or similar enclosures. It is understood and agreed that Landlord shall be under no obligation to make any repairs, alterations, renewals, replacements or improvements to or upon the Premises or the mechanical equipment exclusively serving the Premises at any time except as otherwise provided in this Lease.

15.5 Right to Enter. Tenant agrees to permit Landlord and its authorized representatives to enter the Premises at all times for the purpose of making emergency repairs and during usual business hours for the purpose of inspecting the same (except in the case of emergencies, Landlord shall give twenty-four (24) hours notice prior to entering to inspect the Premises). Tenant further agrees that Landlord may go upon the Premises and make any necessary repairs thereto and perform any work therein which may be necessary to comply with any laws, ordinances, rules or regulations of any public authority, any fire rating bureau, or of any similar body, or that Landlord may deem necessary to prevent waste or deterioration in connection with the Premises if Tenant does not make or cause such repairs to be made or performed or cause such work to be performed promptly after receipt of written demand from Landlord. Nothing herein contained shall imply any duty on the part of Landlord to do any such work which, under provisions of this Lease, Tenant may be required to do, nor shall Landlord's failure to elect to perform such work constitute a waiver of Tenant's default. No exercise by Landlord of any rights herein reserved shall entitle Tenant to any damage for any injury or inconvenience occasioned thereby, to any abatement of rent, or to terminate this Lease.

15.6 Grant of License. Tenant hereby grants to Landlord such licenses and/or easements in, over, and under the Premises (including, but not limited to the attic area above the T-bar ceiling) or any portion thereof as shall be reasonably required for the installation or maintenance of mains, conduits, shafts, pipes or other facilities to serve any other portion of the Garage, provided that Landlord shall pay for any alteration required on or to the Premises as a result of any such exercise, occupancy under or enjoyment of any such license or easement and, provided further that no exercise, occupancy under or enjoyment of such license or easement shall result in any unreasonable interference with Tenant's use, occupancy or enjoyment of the Premises as contemplated by this Lease.

15.7 Heating and Air Conditioning Equipment.

A. The installation of heating and air conditioning equipment serving the Premises is described in **Exhibit "D"**. Tenant shall keep in good order and repair all heating and air conditioning equipment for the Premises. Tenant agrees to enter into a regularly scheduled preventative maintenance/service contract (the **"Service Contract"**) within thirty (30) days after the Commencement Date with a maintenance contractor selected by Tenant but approved by Landlord, for the servicing of all heating and air conditioning systems and equipment within the Premises. The Service Contract shall include all scheduled maintenance as recommended by the equipment manufacturer as set forth in the operation/maintenance manual.

B. Expenses incurred in connection with the operation, maintenance, repair and replacement of heating and air conditioning equipment by the party performing same shall include, but not be limited to, all sums expended in connection with such heating and air conditioning equipment for all general maintenance, lubrication and/or adjustments, cleaning and/or replacing filters, replacing belts, repairing and/or replacing worn out parts, repairing and/or replacing utilities, duct work and machinery, maintenance and insurance contracts carried on the heating and air conditioning equipment, and all other items of expense incurred by such party in connection with the operation, maintenance, repair and replacement of the heating and air conditioning equipment.

ARTICLE XVI DAMAGE OR DESTRUCTION

16.1 Insured Casualty. In the event that the Premises are partially or totally destroyed by fire or any other peril covered by insurance maintained by Landlord, Landlord shall, within a period of one hundred eighty (180) days after the occurrence of such destruction, but only to the extent that proceeds of such insurance are received by Landlord for such purpose, commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect. In the event insurance proceeds are not sufficient to pay the cost of such reconstruction, or if the damage or destruction is due to the acts or omissions of Tenant, its agents, employees or contractors, or if Landlord is restricted by any governmental authority, Landlord may elect to either terminate this Lease or pay the cost of such reconstruction. Such reconstruction shall be only to the extent necessary to restore the Landlord's Work in the Premises, and Tenant shall be obligated for the restoration of all of the items specified as Tenant's Work in the event of such reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises.

16.2 Uninsured Casualty. In the event that the Premises are partially or totally destroyed as a result of any casualty or peril not covered by Landlord's insurance, Landlord may, within a period of one hundred eighty (180) days after the occurrence of such destruction (a) commence reconstruction and restoration of the Premises and prosecute the same diligently to completion, in which event this Lease shall continue in full force and effect; or (b) notify Tenant in writing that it elects not to so reconstruct or restore the Premises, in which event this Lease shall cease and terminate as of the date of service of such notice, unless Tenant is unable to continue the operation of its business after the occurrence of such destruction, in which event this Lease shall cease and terminate as of the date of such destruction. In the event of any reconstruction of the Premises by Landlord following destruction as a result of any casualty or peril not covered by Landlord's insurance, such reconstruction shall be only to the extent necessary to restore the Landlord's Work in the Premises, and Tenant shall be obligated for the restoration of all of the items

specified as Tenant's Work in the event of such reconstruction, as well as Tenant's other leasehold improvements, trade fixtures and other personal property on the Premises.

16.3 Damage Near End of Term. Notwithstanding the foregoing, in the event that the Premises are partially or totally destroyed during the last two (2) years of the Lease Term, Landlord and Tenant each shall have the option to terminate this Lease by giving written notice to the other of the exercise of such option within thirty (30) days after such destruction, in which event this Lease shall cease and terminate as of the date of service of such notice. For the purposes of this Article, partial destruction shall be deemed to be a destruction to an extent of at least one-third (1/3) of the full replacement cost of the Premises as of the date of destruction.

16.4 Release of Liability. In the event of any termination of this Lease in accordance with this Article, the parties shall be released thereby without further obligation to the other party coincidental with the surrender of possession of the Premises to Landlord except for items which have theretofore accrued and are then unpaid or unperformed.

16.5 Abatement of Rent. In the event of reconstruction and restoration as herein provided, and provided Tenant has maintained the business interruption or loss of income insurance required pursuant to Article VIII, to the extent that the proceeds of such business interruption or loss of income insurance are paid to Landlord during the period of reconstruction and restoration, Minimum Rent payable hereunder shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired during the remainder of the period of reconstruction and restoration, provided the amount of Minimum Rent abated pursuant to this Section 16.5 shall in no event exceed the amount of loss of rental insurance proceeds actually received by Landlord. Tenant shall continue the operation of its business on the Premises during any such period to the extent reasonably practicable from the standpoint of prudent business management, and the obligation of Tenant to pay Percentage Rent and all other charges, except the entire Minimum Rent, shall remain in full force and effect. Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant's personal property or any inconvenience or annoyance occasioned by such destruction, reconstruction or restoration. Tenant hereby waives any statutory rights of termination which may arise by reason of any partial or total destruction of the Premises which Landlord is obligated to restore or may restore under any of the provisions of this Lease.

ARTICLE XVII COMMON AREAS AND EXPENSES

17.1 Common Area Expenses.

A. Tenant agrees to pay its Proportionate Share of the following expenses related to the Retail Project: (i) water usage of the Retail Project as reasonably determined by Landlord and (ii) the assessments allocated to the Retail Project from time to time under the SPMA Charter and (iii) Impositions (defined next below) (collectively the **"Common Area Expenses"**). Tenant acknowledges that the Building and Retail Project are subject to the SPMA Charter and are subject to annual assessments under the SPMA Charter for operating costs related to Symphony Park. Tenant hereby represents and warrants that it has read the SPMA Charter and is familiar with its provisions and has had any questions in connection therewith adequately addressed by Landlord.

B. Commencing on the I Commencement Date and thereafter on the first (1st) day of each calendar month of the Lease Term, Tenant shall pay to Landlord one-twelfth (1/12) of an amount estimated by Landlord to be Tenant's share of such total annual Common Area Expenses for the ensuing calendar year or balance thereof. Landlord may adjust the Common Area Expenses charged to Tenant at the end of any calendar quarter on the basis of Landlord's experience and reasonably anticipated costs and a reasonable reserve for unanticipated expenses. On or before April 1 of each calendar year, Landlord shall furnish Tenant a statement covering the calendar year just expired showing the total Common Area Expenses for the preceding calendar year, the amount of Tenant's share of such Common Area Expenses, and the payments made by Tenant with respect to such calendar year as set forth above. If Tenant's share of such Common Area Expenses exceeds Tenant's payments so made, Tenant shall pay Landlord the deficiency within ten (10) days after receipt of Landlord's statement. If Tenant's payments exceed Tenant's share of such Common Area Expenses, Landlord shall have the option of (i) paying such excess to Tenant upon Landlord's delivery of such statement; or (ii) allowing Tenant to credit the excess against payments next thereafter to become due to Landlord for such expenses. Failure of Tenant to pay any of the charges required by this Article to be paid when due shall constitute a material default under the terms of this Lease. If Tenant fails to give Landlord written notice that Tenant objects to any Common Area Expenses, taxes or insurance within one (1) year after Tenant receives Landlord's annual statement of such expenses, Tenant shall be deemed to have conclusively accepted such statement as correct and to have waived any and all rights at law or in equity to object to the Common Area Expenses set forth in such statement. If Tenant provides notice that Tenant objects to any such expenses, Tenant's notice must set forth in reasonable detail the specific expenses to which Tenant objects and the reasons for Tenant's objections.

17.2 Impositions. For the purposes of this Lease, "Impositions" means:

(a) All personal property taxes on personal property used in connection with the Premises by Tenant.

(b) Any and all taxes, assessments, license fees, and public charges levied, assessed, or imposed and which become payable during the term hereof upon all leasehold improvements, over and above the building shell, whether installed by Landlord or Tenant.

(c) Any other taxes levied or assessed in addition to or in lieu of such personal property taxes or taxes on leasehold improvements.

(d) If at any time during the Lease Term, under the laws of the United States, Nevada or any political subdivision thereof, a tax or excise on rents or other tax (except income tax), however described, is levied or assessed by the United States, Nevada or said political subdivision against Landlord on account of any rent reserved under this Lease, the leasehold interest created under this Lease, the Leased Premises or any use thereof, all such tax or excise on rents or other taxes shall be paid by Tenant. Whenever Landlord shall receive any statement or bill for any such tax or shall otherwise be required to make any payment on account thereof, Tenant shall pay the amount due hereunder within ten (10) days after demand therefor accompanied by delivery to Tenant of a copy of such tax statement, if any.

(e) All real property taxes, general and/or special assessments and charges of every description levied against the Premises and/or the leasehold estate created under this Lease or assessed for Tenant's use of the

Premises to the full extent of installments falling due from and after the Commencement Date and prior to the expiration of the Lease Term.

17.3 Common Areas. Tenant, its agents, employees, servants, contractors, subtenants, licensees, customers and business invitees shall have the nonexclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use such common areas of the Retail Project (including, but not limited to, the driveways, walkways, sidewalks and the number of parking spaces set forth in Section 1 hereof and the Patio as designated from time to time by Landlord, subject to such rules and regulations as Landlord may from time to time impose. Landlord may at any time close any common areas to make repairs or changes, to prevent the acquisition of public rights in such areas, or to discourage non-customer parking. Landlord reserves the right to dedicate all or portions of such common areas and other portions of the Retail Project for public utility purposes. Landlord may do such other acts in and to the common areas as in its judgment may be desirable. Tenant shall not at any time interfere with the rights of Landlord, other owners of portions of the Retail Project, other tenants, its and their agents, employees, servants, contractors, subtenants, licensees, customers and business invitees to use any part of the common areas. All common areas that Tenant may be permitted to use are to be used under a revocable license, and if any such license is revoked, or if the amount of such common area is diminished, Landlord shall not be subject to any liability, nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor shall revocation or diminution of such common areas be deemed constructive or actual eviction.

17.4 Security. Landlord may, but shall have no obligation, to provide security guards, security personnel and/or security systems for the garage or the Premises. No failure by Landlord to engage or provide security guards, personnel or systems shall be (i) deemed a breach of this Lease by Landlord, or (ii) create any liability in Landlord for any criminal acts or activities or other acts by third parties within the Building and/or the Retail Project. Tenant may at its cost and expense contract for security and alarm systems as it determines, provided, however, that the installation of such systems shall be coordinated with Landlord.

ARTICLE XVIII TENANT'S DEFAULTS; REMEDIES

18.1 Events Of Default. The occurrence of any of the following shall constitute a material default of this Lease by Tenant:

(i) any failure by Tenant to pay rent or any other charge required to be paid under this Lease when due;

(ii) the abandonment or vacation of the Premises by Tenant which for the purpose of this Article XVIII shall mean the cessation of business within the Premises for more than five (5) consecutive days whether or not Minimum Rent and other charges due hereunder have been paid;

(iii) any failure by Tenant to perform any other provision, covenant or condition of this Lease to be observed or performed by Tenant where such failure continues for ten (10) days after Tenant's receipt of written notice thereof, provided that if the nature of such default is (i) not a violation of Section 6 above and (ii) such that it cannot reasonably be cured within a ten (10) day period, Tenant shall not be deemed to be in default if it shall commence such cure within such period and thereafter diligently pursue such cure to completion; or

(v) a general assignment by Tenant for the benefit of creditors, or the filing by or against Tenant of any proceeding under any insolvency or bankruptcy law (unless in the case of a proceeding filed against Tenant the same is dismissed within sixty [60] days), or the appointment of a trustee or receiver to take possession of all or substantially all of the assets of Tenant (unless possession is restored to Tenant within thirty [30] days), or any execution or other judicially-authorized seizure of all or substantially all of Tenant's assets located upon the Premises or of Tenant's interest in this Lease (unless such seizure is discharged within thirty [30] days).

18.2. Remedies. In the event of a default by Tenant, and in addition to any other remedies available to it at law or in equity, Landlord may at its option, without further notice or demand of any kind to Tenant or any other person:

(i) declare the Lease terminated, reenter the Premises and take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder if permitted under Nevada law; or

(ii) without declaring the Lease terminated, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid rents and other charges which have become payable or which may thereafter become payable hereunder; or

(iii) even though Landlord may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

In the event of the abandonment or vacation of the Premises by Tenant as described above, or in the event that Landlord shall elect to reenter the Premises as provided herein, or shall take possession of the Premises pursuant to legal proceeding or pursuant to any notice provided by law, and if Landlord does not elect to terminate this Lease, then Landlord may from time to time either recover all rent as it becomes due or relet the Premises or any part thereof on such terms, conditions and rents as Landlord, in its sole discretion, may deem advisable specifically including, without limitation, the right to make alterations and repairs to the Premises.

18.3. Efforts To Relet. In the event that Landlord shall elect to relet the Premises, then rent and other charges received by Landlord from such reletting shall be applied first, to the payment of any indebtedness (other than rent due hereunder) owed to Landlord; second, to the payment of any cost of such reletting; third, to the payment of the cost of any alterations and repairs to the Premises; fourth, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied to the payment of future rent and other charges as the same may become due and payable hereunder. Should the rent and other amounts received from such reletting during any month be less than the rent and other charges payable by Tenant hereunder, then Tenant shall pay such deficiency to Landlord monthly upon receipt of Landlord's bill therefor. Tenant shall also pay to Landlord, as soon as ascertained, any costs and expenses incurred by Landlord in reletting or in making such alterations and repairs to the Premises not covered by the rents received from such reletting.

18.4. Termination. Should Landlord elect to terminate this Lease pursuant to the provisions of item (i) or (iii) of Section 18.2 above, Landlord may recover from Tenant as damages, the following:

(i) the worth at the time of award of any unpaid rent and other charges which had been earned at the time of such termination; plus

(ii) the worth at the time of award of the amount by which the unpaid rent and other charges which would have been earned after termination until the time of the award exceeds the amount of such rent loss which Tenant proves could have been reasonably avoided; plus

(iii) the worth at the time of award of the amount by which the unpaid rent and other charges for the balance of the Term remaining after the first twelve months of the Commencement Date and the time of the award exceeds the amount of such rent loss that Tenant proves could have been reasonably avoided; plus

(iv) any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom including, but not limited to, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees, (b) maintaining or preserving the Premises after such default, (c) preparing the Premises for reletting to a new tenant, including repairs or alterations to the Premises for such reletting, (d) leasing commissions, and (e) any other costs necessary or appropriate to relet the Premises; plus

(v) at Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Nevada; plus

(vi) the amount of any tenant improvement allowances, free rent, and any other rental concessions made by Landlord as an inducement to Tenant to enter into this Lease whether so designated or not.

As used in Subparagraphs (i) and (ii) of this Section 18.4, the "worth at the time of award" is computed by allowing interest at the rate of ten percent (10%) per annum, not to exceed the maximum lawful interest rate. As used in Subparagraph (iii) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank situated nearest to the location of the Garage at the time of award plus one percent (1%).

For all purposes of this Article XVIII, the term "rent" shall be deemed to be the Minimum Rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums other than Minimum Rent, shall be computed on the basis of the average monthly amount thereof accruing during the immediately preceding sixty (60) month period, except that if it becomes necessary to compute such rent before such a sixty (60) month period has occurred, then such rent shall be computed on the basis of the average monthly amount accruing during such shorter period.

Should Landlord have reentered the Premises under the provisions of Section 18.2 above, Landlord shall not be deemed to have terminated this Lease by any such reentry or by any action in unlawful detainer or otherwise to obtain possession of the Premises unless Landlord shall have notified Tenant in writing that it has elected to terminate this Lease. The service by Landlord of any notice pursuant to the unlawful detainer statutes of the state of Nevada and Tenant's surrender of possession of the Premises pursuant to such notice shall not be deemed to be a termination of this Lease unless Landlord elects to the contrary at the time of or at any time subsequent to the serving of such notices and such election is evidenced by a written notice to Tenant.

18.5. No Waiver. The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term, or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord.

18.6. Redemption. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed of the Premises for any cause, or in the event of Landlord obtaining possession of the Premises by reason of the violation by Tenant of any of the covenants and conditions of this Lease or otherwise.

18.7. Fixtures. In the event of a default, Landlord may, at its option, permit all of Tenant's fixtures, equipment, improvements, additions, alterations and other personal property to remain on the Premises in which event and continuing during the continuance of such default, Landlord shall have the right to take the exclusive possession of same rent and charge free, until all defaults are cured or, at Landlord's option, at any time during the term of the Lease, to require Tenant to forthwith remove same. In the event of any entry or taking of possession of the Premises, Landlord shall have the right, but not the obligation to remove therefrom, all or any part of the personal property located therein and may place the same in storage at a public warehouse at the expense and risk of the owners thereof. Tenant hereby grants to Landlord a security interest in all of Tenant's fixtures, furniture, equipment, improvements, additions, alterations and other personal property located within or upon the Premises, which security interest may be perfected by Landlord's taking possession thereof in the event of a default by Tenant.

ARTICLE XIX DEFAULT BY LANDLORD

In the event Landlord shall neglect or fail to perform any of the covenants, provisions or conditions contained in this Lease on its part to be performed within thirty (30) days after Landlord's receipt of written notice of default from Tenant, or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence to cure such default within the thirty (30) day period and diligently pursue such cure to completion, then Tenant shall have the right to cure such default at Landlord's expense, including in such expenditure all reasonable costs and attorneys' fees incurred to cure such default or breach of this Lease. Should Tenant give written notice to Landlord to correct a default of Landlord, Tenant shall give similar written notice to Landlord's mortgagee or beneficiary and to the ground lessor under any master ground lease covering all, or any portion of the Garage, and such mortgagee and/or ground lessor shall be given a reasonable period of time to cure such default. If and when such mortgagee and/or ground lessor has cured such default, the default of Landlord shall be deemed cured.

ARTICLE XX ATTORNEYS' FEES

In the event that either party shall institute any legal action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, the unsuccessful party in such action or proceeding agrees to pay to the prevailing party the reasonable attorneys' fees and costs actually incurred by the prevailing party.

ARTICLE XXI EMINENT DOMAIN

21.1 Taking Resulting in Termination. In the event that all or substantially all of the Premises shall be taken under the power of eminent domain, or that any portion of the Garage shall be so taken so as to render the Premises not reasonably suitable for continuation of business, this Lease shall thereupon terminate as of the date possession shall be so taken. In the event that a portion of the floor area of the Premises shall be taken under the power of eminent domain and the portion not so taken will not be reasonably adequate for the operation of Tenant's business, notwithstanding Landlord's performance of restoration as hereinafter provided, this Lease shall terminate as of the date possession of such portion is taken. If this Lease is terminated, all rent shall be paid up to the date that actual possession of the Premises, or a portion thereof, is taken by public authority, and Landlord shall make an equitable refund of any rent paid by Tenant in advance and not yet earned.

21.2 Partial Taking. In the event of any taking under the power of eminent domain which does not terminate this Lease as aforesaid, any obligation of Tenant under this Lease to pay Percentage Rent, and all of the other provisions of this Lease, shall remain in full force and effect, except that the Minimum Rent only shall be reduced in the same proportion that the amount of floor area of the Premises taken bears to the floor area of the Premises immediately prior to such taking, and Landlord shall, to the extent of the condemnation award received by Landlord, restore such part of Landlord's Work in the Premises as is not taken to as near its former condition as the circumstances will permit, and Tenant shall do likewise with respect to such part of Tenant's Work as is not taken.

21.3 Award. All damages awarded for any such taking under the power of eminent domain, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for diminution in value of the leasehold or for the fee of the Premises, provided that nothing herein contained shall prevent Tenant from making claim for loss or damage to Tenant's trade fixtures and removable personal property, goodwill and relocation expenses.

21.4 Transfer Under Threat of Taking. A voluntary sale by Landlord of all or any portion of the Garage to a public or quasi-public body, agency or person, corporate or otherwise, having the power of eminent domain, either under threat of condemnation or while condemnation proceedings are pending, shall be deemed to be a taking by eminent domain.

21.5 Requisitioning. Notwithstanding anything to the contrary in the foregoing provisions, the requisitioning of the Premises or any part thereof by military or other public authority for purposes arising out of a temporary emergency or other temporary situation or circumstances shall constitute a taking of the Premises by eminent domain only when the use and occupancy by the requisitioning authority has continued for one hundred eighty (180) consecutive days. During such one hundred eighty (180) consecutive day period, and if this Lease is not terminated under the foregoing provisions, then for the duration of the use and occupancy of the Premises by the requisitioning authority, any obligation of Tenant under this Lease to pay Percentage Rent or other amounts, and all of the other provisions of this Lease, shall remain in full force and effect, except that Minimum Rent shall be reduced in the same proportion that the amount of the floor area of the Premises requisitioned bears to the total floor area of the Premises, and Landlord shall be entitled to whatever compensation may be payable from the requisitioning authority for the use and occupation of the Premises for the period involved.

ARTICLE XXII SUBORDINATION; ATTORNMENT

22.1 Subordination. This Lease is subject and subordinate to all ground and/or other underlying leases including and any sale and leaseback leases, mortgages and deeds of trust or other encumbrances which now affect the Premises or any portion thereof, together with all renewals, modifications, consolidations, replacements and extensions thereof; provided, however, if the lessor under any such lease or the holder or holders of any such mortgage, deed of trust or any encumbrance shall advise Landlord that it or they desire to require this Lease to be prior and superior thereto, upon written request of Landlord to Tenant, Tenant agrees to promptly execute, acknowledge and deliver any and all documents or instruments which Landlord or such lessor, holder or holders deem necessary or desirable for purposes therefor. This Lease is further subject to any zoning laws of the city, county and state where the Garage is situated and the SPMA Charter. Tenant hereby covenants that Tenant, and all persons in possession or holding under Tenant, will conform to and will not violate the terms of said matters of record.

22.2 Future Encumbrance. Landlord shall have the right to cause this Lease to be and become and remain subject and subordinate to any and all ground and/or other underlying leases, including the sale and leaseback leases, mortgages or deeds of trust or other encumbrances which may hereafter be executed covering the Premises, the real property thereunder or any portion thereof, for the full amount of all advances made or to be made thereunder and without regard to the time or character of such advance, together with interest thereon, and subject to all of the terms and provisions thereof; and Tenant agrees, within ten (10) days after Landlord's written request therefor, to execute, acknowledge and deliver upon request any and all documents or instruments requested by Landlord or necessary or proper to assure the subordination of this Lease to any such mortgages, deeds of trust, leasehold estates or other encumbrances.

22.3 Attornment. Notwithstanding anything to the contrary set forth in this Article, Tenant hereby attorns and agrees to attorn to any person, firm or corporation purchasing or otherwise acquiring Landlord's interest in the Garage, the Premises, or the real property thereunder or any portion thereof, at any sale or other proceeding or pursuant to the exercise of any rights, powers, or remedies under such mortgages or deeds of trust or ground or underlying leases as if such person, firm or corporation had been named as Landlord herein, it being intended hereby that, if this Lease shall be terminated, cut off, or otherwise defeated by reason of any act or actions by the owner or holder of any such mortgage or deed of trust, or the lessor under any such leasehold estate, then at the option of any such person, firm or corporation so purchasing or otherwise acquiring Landlord's interest in the Garage, the Premises, or the real property thereunder or any portion thereof, this Lease shall continue in full force and effect. Tenant hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any documents provided herein for and in the name of Tenant, and such power, being coupled with any interest, is irrevocable.

22.4 Estoppel Certificate. If, upon any sale, assignment or hypothecation of the Premises, the Garage, or the land thereunder by Landlord, an estoppel statement shall be required from Tenant, Tenant agrees to deliver in recordable form within ten (10) days after written request therefor by Landlord, an estoppel statement substantially in the form attached hereto as **Exhibit F**, or such other form as may be prescribed by Landlord, its prospective lender or purchaser. Tenant's failure or refusal to timely execute such certificate, or such other certificate the party (other than Landlord) to the sale, assignment, or hypothecation may request, shall constitute an acknowledgment by Tenant that the statements in such certificate are true and correct without exception.

ARTICLE XXIII SALE OF PREMISES BY LANDLORD

In the event of any sale, exchange or other conveyance of Landlord's interest in the Garage or any portion or portions thereof by Landlord and an assignment by Landlord of this Lease, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises or this Lease occurring after the consummation of such sale, exchange or conveyance and assignment. Landlord agrees that any such sale shall be subject to this Lease.

ARTICLE XXIV HOLDOVER BY TENANT

24.1 Holdover Tenancy. In the event that Tenant shall hold the Premises after the expiration of the Lease Term, such holding over, in the absence of written agreement on the subject, shall be deemed to have created a tenancy from month-to-month, terminable on thirty (30) days' written notice by either party to the other, upon a monthly rental hereinafter stated, but otherwise subject to all of the terms and provisions of this Lease. Such monthly rental shall equal one hundred fifty percent (150%) of the monthly rental payable by Tenant to Landlord for the preceding twelve (12) month period including, but not limited to, Minimum Rent and any other charges payable by Tenant under this Lease.

24.2 Failure to Surrender. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any loss or liability resulting from such failure including, but not limited to, any claims made by any succeeding tenant based upon Tenant's failure to surrender and reasonable attorneys' fees and court costs.

ARTICLE XXV NOTICES

25.1 Notices. Wherever in this Lease it shall be required or permitted that notice, approval, advice, consent or demand be given or served by either party to this Lease to or on the other, such notice, approval, advice, consent or demand shall be given or served, and shall not be deemed to have been duly given or served unless, in writing and forwarded by certified or registered mail, or by recognized overnight courier service (such as Federal Express) addressed to the parties at the addresses listed in Section 1.1 hereof. Either party may change such address by written notice sent by certified or registered mail to the other. Whenever a notice is required by law to be given to Tenant as a condition precedent to the commencement of a legal action against Tenant for possession of the Premises, any notice required under this Lease shall run concurrently with, and not in addition to, any similar time periods prescribed by applicable law.

25.2 Delivery Of Default Notices. Notwithstanding anything to the contrary contained herein, any notices Landlord is required or authorized to serve upon Tenant in order to advise Tenant of alleged violations of Tenant's covenants contained in Article XI (improper advertising medium/signs), Article XV (failure of Tenant to properly repair and/or maintain the Premises), or Article XVII (improper parking of automobiles), must be in writing but shall be deemed to have been duly given or served upon Tenant by delivery of a copy of such notice to one of Tenant's managing or responsible employees at the Premises or by mailing a copy of such notice to Tenant in the manner specified above.

ARTICLE XXVI MISCELLANEOUS PROVISIONS

26.1 Reference Only. The captions of Articles and Sections of this Lease are for convenience only and do not in any way limit or amplify the terms and provisions of this Lease.

26.2 Parties. If more than one (1) person or corporation is named as Tenant in this Lease and executes the same as such, the word "Tenant", wherever used in this Lease, is intended to refer to all such persons or corporations, and the liability of such persons or corporations for compliance with the performance of all of the terms, covenants and provisions of this Lease shall be joint and several. The masculine pronoun used herein shall include the feminine or the neuter as the case may be, and the use of the singular shall include the plural, as the context may require.

26.3 Obligations of Successors. Each and all of the provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, and except as otherwise specifically provided in this Lease, their respective heirs, executors, administrators, successors and assigns, subject to all agreements, covenants, and restrictions contained elsewhere in this Lease with respect to the assignment, transfer, encumbering or subletting of all or any part of Tenant's interest in this Lease or the Premises.

26.4 Severability; Counterparts. It is agreed that, if any provision of this Lease shall be determined to be void by a court of competent jurisdiction, then such determination shall not affect any other provision of this Lease, and all such other provisions shall remain in full force and effect. This Lease 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.

26.5 Warranty of Corporate Authority. If Tenant is a corporation or a limited liability company, the persons executing this Lease on behalf of Tenant hereby covenant and warrant that Tenant is a duly formed corporation or limited liability company and all steps have been taken prior to the date hereof to qualify Tenant to do business in the State of Nevada; that all franchise and corporate taxes have been paid to date; that all forms, reports, fees and other documents necessary to comply with applicable laws will be filed when due; and that such persons have full authority to execute this Lease on behalf of Tenant and that this Lease is a binding obligation of Tenant in all respects.

26.6 Merger. There are no oral agreements between the parties hereto affecting this Lease, and this Lease entirely supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Landlord to Tenant with respect to the subject matter thereof, and none thereof shall be used to interpret or construe this Lease. This Lease contains all of the terms, covenants, conditions, warranties and agreements of the parties relating in any manner to the rental, use and occupancy of the Premises and shall be considered to be the only agreement between the parties hereto, their respective real estate brokers, if any, and their representatives and agents. None of the terms, covenants, conditions or provisions of this Lease may be modified, deleted or added to except by written Lease amendment signed by the parties hereto. All negotiations and oral agreements acceptable to both parties have been merged into and are included herein. There are no other representations or warranties between the parties, and all reliance with respect to representations is totally upon the representations and agreements contained in this Lease.

26.7 Right to Lease. Landlord reserves the absolute right to effect such other tenancies in the Garage as Landlord in the exercise of its sole business judgment shall determine. Tenant does not rely on the fact, nor does Landlord represent, that any specific tenant or type or number of tenants shall occupy any space in the Garage during the Lease Term.

26.8 Governing Law. The laws of the State of Nevada shall govern the validity, construction, performance and enforcement of this Lease. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be the county and judicial district in which the Garage is located. Although the printed provisions of this Lease were drawn by Landlord, this Lease shall not be construed either for or against Landlord or Tenant but shall be interpreted in accordance with the general tenor of its language.

26.9 Force Majeure. The following shall constitute Force Majeure:

(i) in connection with any construction or other work required under this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, governmental actions, civil commotion, fire or other casualty, and other non-financial causes beyond the reasonable control of the party obligated to perform, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage. This shall not act to defer the commencement of the Lease Term or the obligation to pay Minimum Rent.

(ii) In connection with the obligation of Tenant to continually operate in the Premises, any government mandated closure or mandated operating limitations affecting the Premises shall constitute Force Majeure. Tenant's obligation to continually operate in the Premises shall be reduced by the level of government mandated reduced of operations in the Premises for the period of any such government mandate. As an example only, if there is a government mandated fifty percent (50%) reduction in permitted operations in the Premises, Tenant shall be required to operate at no less than fifty percent (50%) capacity for the full operating hours required hereunder for the duration of such government mandate. In the event of any such government mandated closure or operating limitation, the Parties shall meet to determine an equitable reduction in the Minimum Rent as a result of such government mandated closure or operating limitation. Tenant agrees that it will be obligated to pay all utilities it is obligated to pay pursuant to Section 7.2 notwithstanding any government mandated closure or mandated operating limitations relating to operations in the Premises.

Payment of any obligations which accrued with regard to rent and other charges to be paid by Tenant pursuant to this Lease prior to the occurrence of Force Majeure shall not be excused.

26.10 Cumulative Rights. The various rights, options, elections, powers and remedies contained in this Lease shall be construed as cumulative, and no one remedy shall be exclusive of any other remedy, or of any other legal or equitable remedy which either party might otherwise have in the event of breach or default in the terms hereof, and the exercise of one right or remedy by such party shall not impair its right to any other right or remedy until all obligations imposed upon the other party have been fully performed.

26.11 Time. Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Lease.

26.12 Relationship of Parties. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent or of partnership or of joint venture or of any association between Landlord and Tenant, and neither the method of computation of rent nor any other provision contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of landlord and tenant.

26.13 Late Charges. Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which is extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Landlord by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee when due, then Tenant shall pay to Landlord a late charge equal to Two Hundred Fifty and 00/100 Dollars ($250.00) or four percent (4%) of the amount due, whichever is higher, provided that such amount will not exceed the maximum rate permitted by law, plus any attorneys' fees incurred by Landlord by reason of Tenant's failure to pay rent and/or other charges when due hereunder. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. If Tenant incurs a late charge for two (2) consecutive months, Minimum Rent for the following twelve (12) months shall be automatically adjusted to be payable quarterly, in advance, commencing upon the first day of the month following such consecutive late month and continuing for the next twelve (12) months.

26.14 Financial Statements. At any time during the Lease Term, Tenant shall, upon ten (10) days' prior written notice from Landlord, provide Landlord or any lender which is negotiating with Landlord for interim, construction or permanent financing, with a confidential current financial statement [dated within ninety (90) days of the date Tenant

receives Landlord's notice] and financial statements for each of the two (2) years prior to the then current fiscal statement year. Such current statement shall be prepared in accordance with generally accepted accounting principles and, if such is the normal practice of Tenant, shall be audited by an independent certified public accountant.

26.15 Real Estate Brokers. Landlord and Tenant represent and warrant that there are no claims for brokerage commissions or finder's fees in connection with the execution of this Lease, and agree to indemnify the other against and hold it harmless from all liability arising from any such claim including, without limitation, any attorneys' fees incurred in connection therewith.

26.16 Interest. Tenant shall pay to Landlord when due all sums of money required to be paid pursuant to this Lease. If such amounts or charges are not paid at the time provided in this Lease, they shall nevertheless be collectible with the next installment of Minimum Rent thereafter falling due, but nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charge at the time the same becomes due and payable hereunder, or limit any other remedy of Landlord. If Tenant shall fail to pay, when the same is due and payable, any rent or other charge, such unpaid amounts shall bear interest at the rate of ten percent (10%) per annum, not to exceed the maximum lawful rate from the date due to the date of payment.

26.17 No Offer to Lease. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, occupancy of the Premises; and this document shall become effective and binding only upon execution and delivery hereof by Tenant and by Landlord (or, when duly authorized, by Landlord's agent or employee). No act or omission of any agent of Landlord or Landlord's broker, if any, shall alter, change or modify any of the provisions hereof.

26.18 Exculpation. Notwithstanding any other provision hereof, neither Landlord nor any of the entities comprising Landlord shall have any personal liability hereunder. If Landlord shall fail to perform any covenant, term or condition of this Lease to be performed by Landlord, and if as a consequence of such default Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Garage and out of rents or other income from such property receivable by Landlord, or out of the consideration receivable by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Garage, subject to the rights of Landlord's mortgagee, and neither Landlord nor its employees, officers, directors, partners, shareholders or affiliates shall be liable for any deficiency.

26.19 Hazardous Materials. Tenant covenants as follows:

A. Except for ordinary and general office supplies typically used in the ordinary course of business, such as copier toner, liquid paper, glue and ink and common household cleaning materials (some or all of which may constitute "Hazardous Materials" as herein defined), Tenant agrees not to cause or permit any Hazardous Materials to be brought upon, stored, used, handled, generated, released or disposed of, on, in, under or about the Premises, the Common Areas or any portion of the Garage by Tenant, its agents, employees, subtenants, assignees, contractors or invitees (collectively **"Tenant Parties"**), without the prior written consent of Landlord, which consent Landlord may withhold in its sole and absolute discretion. At all times and in all respects, Tenant and the other Tenant Parties shall comply with all federal, state and local laws, statutes, ordinances and regulations including, but not limited to, the Federal Water Pollution Control Act (33 U.S.C. Section 1251 et seq.), Resource Conservation & Recovery Act (42 U.S.C. Section 16901 et seq.), Safe Drinking Water Act [42 U.S.C. Section 3000(f) et seq.], Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.), the Clean Air Act (42 U.S.C. Section 7401 et seq.), Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.), and any Nevada Health, Safety and Water Codes and other comparable state laws (collectively **"Hazardous Materials Laws"**), relating to industrial hygiene, environmental protection or the use, analysis, generation, manufacture, storage, disposal or transportation of any oil, flammable explosives, asbestos, urea formaldehyde, radioactive materials or waste, or other hazardous, toxic, contaminated or polluting materials, substances or wastes, including, without limitation, any "hazardous substances", "hazardous wastes", "hazardous materials", or "toxic substances" under any such federal, state or local laws, statutes, ordinances or regulations (collectively **"Hazardous Materials"**).

B. At Tenant's own expense, Tenant shall procure, maintain in effect and comply with all conditions of any and all permits, licenses, and other governmental and regulatory approvals required for the use of the Premises including, without limitation, discharge of (appropriately treated) materials or wastes into or through any sanitary sewer serving the Garage or the Premises. Except as discharged into the sanitary sewer in strict accordance and conformity with all applicable Hazardous Materials Laws, Tenant shall cause any and all Hazardous Materials removed from the Garage to be removed and transported by duly licensed haulers to duly licensed facilities for final disposal of such materials and wastes. Tenant shall in all respects handle, treat, deal with and manage any and all Hazardous Materials in, on, under or about the Garage in total conformity with all applicable Hazardous Materials Laws and prudent industry practices regarding management of such Hazardous Materials. Upon transfer of possession of the Premises, such transferor shall cause all Hazardous Materials to be removed from the Premises, transferred and transported for use, storage or disposal in accordance with and in compliance with all applicable Hazardous Materials Laws. Upon the expiration or sooner termination of this Lease, Tenant agrees to remove from the Premises, at its sole cost and expense, any and all Hazardous Materials, including any equipment or systems containing Hazardous Materials which are installed, brought upon, stored, used, generated or released upon, in or under the Premises or any portion of the Garage by Tenant or any of the Tenant Parties.

C. Tenant shall immediately notify Landlord in writing of (i) any enforcement, clean-up, removal or other governmental or regulatory action instituted, completed or threatened pursuant to any Hazardous Materials Laws; (ii) any claim made or threatened by any person against Tenant, any of the Tenant Parties, the Premises, or any portions of the Garage including, without limitation, any buildings located thereon, relating to damage, contribution, cost recovery compensation, loss or injury resulting from or claimed to result from any Hazardous Materials; and (iii) any reports made to any environmental agency arising out of or in connection with any Hazardous Materials in or removed from the Premises or any portions of the Garage, including any complaints, notices, warnings or asserted violations in connection therewith. Tenant shall also supply to Landlord as promptly as possible, and in any event within five (5) business days after any Tenant Party first receives or sends the same, copies of all claims, reports, complaints, notices, warnings or asserted violations, relating in any way to the Premises, any portions of the Garage or Tenant's or any Tenant Party's use thereof.

D. Tenant shall immediately remove all Hazardous Materials and indemnify, defend, protect, and hold Landlord and each of its partners, employees, agents, attorneys, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, forfeitures, losses and expenses (including attorneys' fees),

as well as the death of or injury to any person and damage to any property whatsoever, arising from or caused in whole or in part, directly or indirectly, by Tenant's or any Tenant Party's use, analysis, storage, transportation, disposal, release, threatened release, discharge or generation of Hazardous Materials to, in, on, under, about or from the Premises or any portion of the Garage including, without limitation, any buildings located thereon. Tenant's obligations hereunder shall include, without limitation, and whether foreseeable or unforeseeable, all costs of any required or necessary repair, clean-up or detoxification or decontamination of the Premises or Garage or any building thereon, or the preparation and implementation of any closure, remedial action or other required plans in connection therewith. For purposes of the release and indemnity provisions hereof, any acts or omissions of Tenant or any Tenant Party, or anyone holding under Tenant or any Tenant Party, or by any of their employees, agents, assignees, contractors or subcontractors or others acting for or on behalf of Tenant or any Tenant Party (whether or not they are negligent, intentional, willful or unlawful) shall be strictly attributable to Tenant. The terms of the indemnification by Tenant set forth in this Section shall survive the expiration or earlier termination of this Lease.

26.20 Public Records Act. Tenant acknowledges that Landlord is subject to the Nevada Public Records Act contained in Chapter 239 of the Nevada revised Statutes. As a result, Landlord is subject to permit the general public to copy and receive a copy of this Lease. As a result, Landlord cannot keep this Lease confidential and may be required to disclose it to the general public.

26.21 Disclosure of Principals. Pursuant to Resolution R-105-99 adopted by the City of Las Vegas City Council effective October 1, 1999, Lessee warrants that is has disclosed on the form attached as **Exhibit "H",** all principals and partners of Lessee as well as all persons and entities holding more than a one percent (1%) interest in Vic's Symphony Park, LLC. Lessee shall notify Lessor in writing of any material change in the above disclosure within 15 days of any such change

26.21 Waiver of Jury Trial. Landlord and Tenant both hereby waive the right to a jury trial in any unlawful detainer action or other legal proceedings arising out of or related in any manner to this Lease.

26.22 Subtenancies. The voluntary or other surrender of this Lease by Tenant or a mutual cancellation of this Lease shall not effect a merger and shall, at Landlord's option, terminate all existing subtenancies or operate as an assignment to Landlord or any or all of such subtenancies.

26.23 No Exclusive. Unless otherwise agreed to by both Landlord and Tenant in writing, Landlord does not grant to Tenant any exclusive right to conduct any type or style of business, or to be the sole or exclusive retailer of any goods or services in the Garage or any portion thereof.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed and delivered this Lease as of the day and year first above written.

"LANDLORD"

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

By: _____
CAROLYN G. GOODMAN, MAYOR

ATTEST: _____
LUANN D. HOLMES, MMC, CITY CLERK

APPROVED AS TO FORM:
M. Nichols 6-29-21
Counsel to City

"TENANT"

VIC'S SYMPHONY PARK, LLC, a Nevada limited liability company

BY:_____

Name _____

ITS:_____

EXHIBIT A-1

SITE PLAN

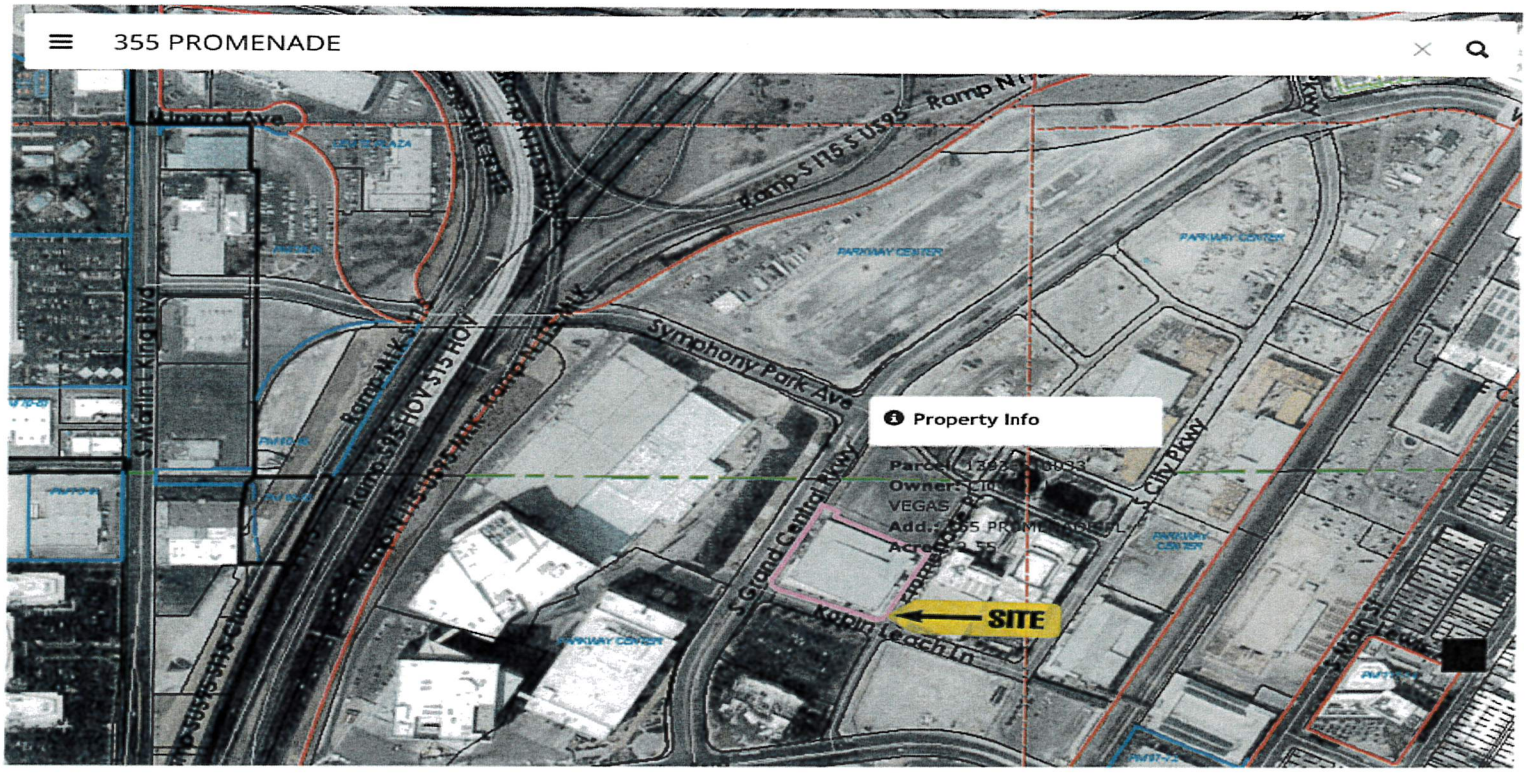


EXHIBIT A-2

RETAIL SPACE

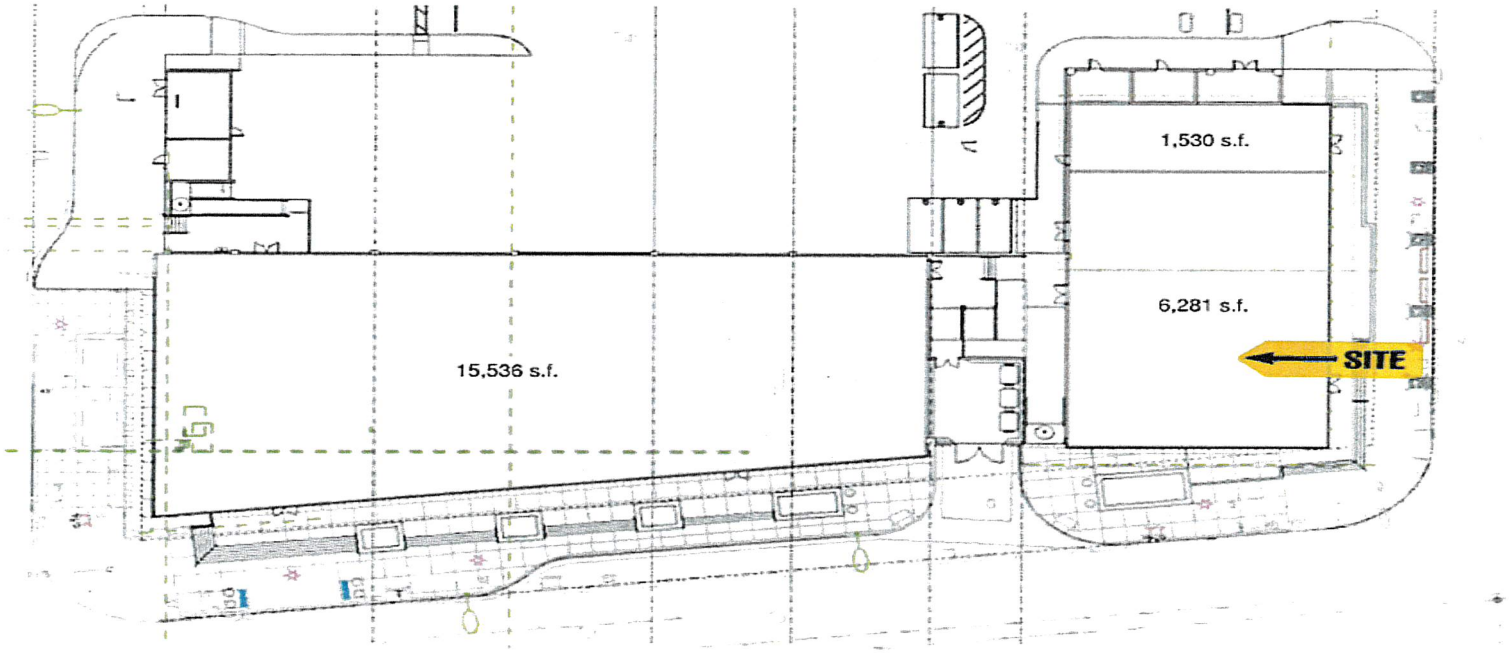


EXHIBIT "B"

FLOOR PLAN OF THE PREMISES

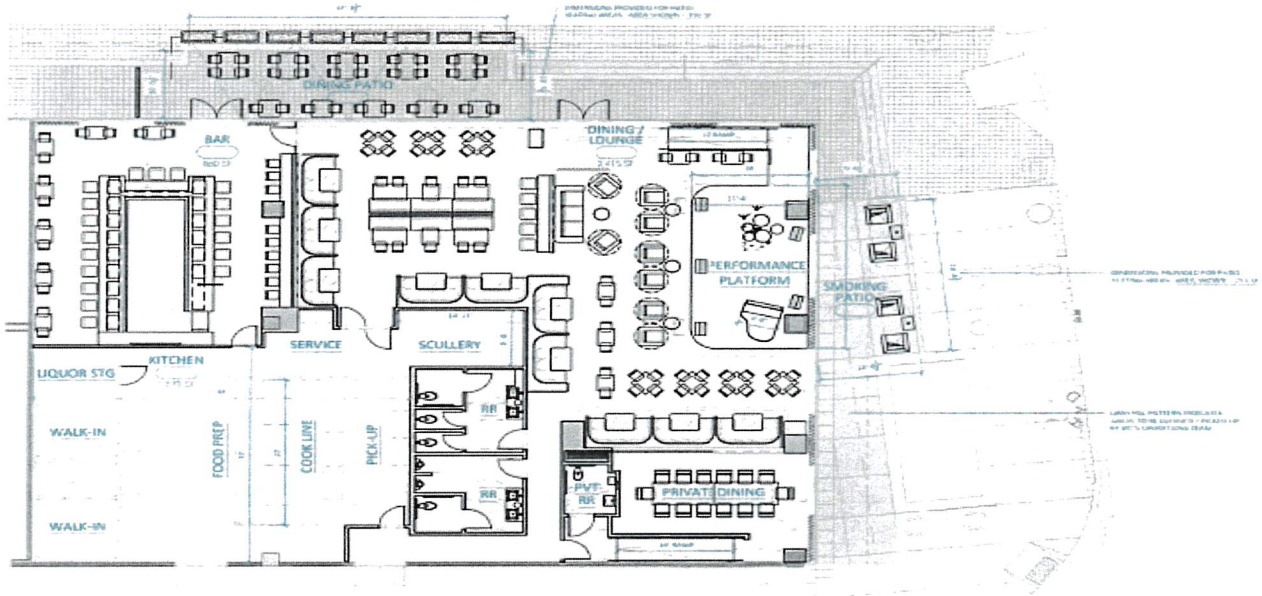
Vic's

EXHIBIT B

SITE PLAN

SEAT COUNT

DINING LOUNGE	
BOOTHS (10)	40 SEATS
BENCH COMBO (6)	20 SEATS
TABLES, 4 TOP (7)	28 SEATS
TABLES, DEUCE (5)	10 SEATS
LOUNGE FURNITURE	11 SEATS
COUNTER (1)	5 SEATS
TOTAL DINING/LOUNGE	114 SEATS
PRIVATE DINING	14 SEATS
BAR	
BAR STOOLS	15 SEATS
ADA (DINING HGT)	4 SEATS
TABLES, DEUCE (7)	14 SEATS
COUNTER STOOLS (9)	9 SEATS
TOTAL BAR SEATING	41 SEATS
PATIO	
TABLES, 4 TOP (5)	20 SEATS
HIGH TOP DEUCE (5)	10 SEATS
CIGAR PATIO (2)	4 SEATS
TOTAL PATIO SEATING	34 SEATS
TOTAL TAVERN SEAT COUNT = 203	



1
NOT FOR CONSTRUCTION

VIC'S AT SYMPHONY PARK - CONCEPTUAL PLANNING
SCALE: 1/8" = 1'-0"
DATE: 06/01/2021

Jones Greenwald - architecture & design
all rights reserved

EXHIBIT "C"

RENT SCHEDULE

Economic & Urban Development			**Exhibit C**			
Parcel B-2 Symphony Park - Vic's Symphony Park						
Prepared:	6/9/2021					
Sq. Ft	6,281					
Lease Commencement - (City Council approval date) July 7, 2021						
DATE	MONTH	RENT INCREASE	RENT/SQ FT	RENT	DISCOUNT	NOTES
Jul-21	0	0.0%	$0.00	$0	$0	Lease Commencement
	0	0.0%	$0.00	$0	$0	TI Period
	0	0.0%	$0.00	$0	$0	TI Period
	0	0.0%	$0.00	$0	$0	TI Period
	0	0.0%	$0.00	$0	$0	TI Period
	0	0.0%	$0.00	$0	$0	TI Period
	0	0.0%	$0.00	$0	$0	TI Period
	0	0.0%	$0.00	$0	$0	TI Period
	0	0.0%	$0.00	$0	$0	TI Period
	0	0.0%	$0.00	$0	$0	TI Period
	0	0.0%	$0.00	$0	$0	TI Period
	0	0.0%	$0.00	$0	$0	TI Period
DATE	YEAR	RENT INCREASE	ANNUAL RENT	RENT	TI DISCOUNT	Monthly Rent
	1	0.0%	$20.00	$125,620	$104,683	$1,744.75
	2	0.0%	$20.00	$125,620	$104,683	$1,744.75
	3	0.0%	$20.00	$125,620	$104,683	$1,744.75
	4	0.0%	$28.00	$175,868	$0	$14,655.67
	5	4.0%	$29.12	$182,903	$0	$15,241.89
	6	4.0%	$30.28	$190,219	$0	$15,851.57
	7	4.0%	$31.50	$197,828	$0	$16,485.63
	8	4.0%	$32.76	$205,741	$0	$17,145.06
	9	4.0%	$34.07	$213,970	$0	$17,830.86
	10	4.0%	$35.43	$222,529	$0	$18,544.09
	11	2.0%	$36.14	$226,980	$0	$18,914.98
	12	2.0%	$36.86	$231,519	$0	$19,293.28
	13	2.0%	$37.60	$236,150	$0	$19,679.14
	14	2.0%	$38.35	$240,873	$0	$20,072.72
	15	2.0%	$39.12	$245,690	$0	$20,474.18
	16	2.0%	$39.90	$250,604	$0	$20,883.66
	17	2.0%	$40.70	$255,616	$0	$21,301.33
	18	2.0%	$41.51	$260,728	$0	$21,727.36
	19	2.0%	$42.34	$265,943	$0	$22,161.91
	20	2.0%	$43.19	$271,262	$0	$22,605.15
DATE	YEAR	RENT INCREASE	ANNUAL RENT	RENT	DISCOUNT	Monthly Rent
	1	2.0%	$44.05	$276,687	$0	$23,057.25
	2	2.0%	$44.93	$282,221	$0	$23,518.39
	3	2.0%	$45.83	$287,865	$0	$23,988.76
	4	2.0%	$46.75	$293,622	$0	$24,468.54
	5	2.0%	$47.68	$299,495	$0	$24,957.91

EXHIBIT "D"

DESCRIPTION OF DELIVERY CONDITION OF PREMISES AND TENANT'S WORK

I. LANDLORD'S WORK

The Landlord has provided the Premises to the Tenant in a gray shell condition as follows and Tenant has inspected the Premises and confirms that such work is complete and agrees that Landlord shall have no further obligation to provide any other work:

A. Retail spaces shall be dark grey shell - unfinished, have a perimeter slab and all utilities capped and stubbed into space for future use. Retail space perimeter walls shall be a durable, maintenance free surface, such as masonry, concrete or storefront glass. Doors shall be located such that each space has distinct entrances and rear delivery doors. Other than perimeter slabs, floor area shall be compacted Type II soil.

B. Power, gas and communication utilities will be separate service from the garage and separate for each tenant except water utility. A wet pipe fire sprinkler system for shell coverage only will be provided along with heating and cooling only as required to protect pipes freezing and extreme temperatures. Space has been allotted on level 4 of the parking structure for future mechanical units (by tenant). In the event a retail space requires a grease trap, each tenant shall install an individual grease trap on their own expense. Provisions for plumbing (4" grease waste) to accessible grease trap locations shall be provided. If Type 1 or Type 2 hoods are required, locations within the parking deck structure have been provided where cut-outs can be made to accommodate rated shafts, duct work and make up air (by tenant).

C. Vertical enclosure consists of 11'-6" glass storefront on the south and partial west, a combination of 8" masonry units and precast concrete walls on the north and east. The glass storefront consists of clear, 1" insulated Solarban 70 XL glazing with horizontal mullions at 3'-2" and 8'-0" above finish floor. Double sets of storefront doors (6'-0" width) is provided at the south entrance and a pair of 6'-0" width metal doors is provided at the north and east as service entrances.

D. Horizontal enclosure consists of a dirt floor and perimeter slab at ground level and the exposed double "T" structure of the 2nd floor of the parking garage. Clear height to bottom of double "T" structure above is approximately 13'-4" minimum and 14'-4" maximum to underside of double "T". MEP utilities run into the space will be below the structural clear heights of 13'-4" and 14'- 4".

E. Outdoor space consists of a concrete slab 21" above the public sidewalk accessed by steps and a ramp from the public sidewalk off Robin Leach Way (formerly Clark Av). The overhang of the garage facility partially covers this area.

F. Electrical capacity is provided by 4 separate 3" conduits for power and (2) 1" conduits for cable and data are stubbed into the space below ground. The available service is 277/408 3 phase, 200 amps per conduit stub. Tenant to provide meter, conductors and power panel.

G. HVAC for shell space will be provided by landlord with minimal fan coil units to provide extreme temperature protection within space and on fire sprinkler system. All additional HVAC for tenant improvement shall be provided by the tenant. A designated area for tenant heat pumps occurs on the 4th floor to be installed with tenant fan coil units. Tenant responsible for all electrical and hydronic piping for tenant HVAC.

H. A 2" water line and 4" waste line are stubbed into the retail space. A separate 4" grease waste line is stubbed to the space and ends below grade at grease interceptor location. Grease interceptor to be provided by tenant along with final connections to grease waste and vent lines will be by tenant. A 3" grease waste vent line is stubbed into the space and capped at future grease interceptor area. Tenant will be responsible for continuing 3" vent line thru roof of parking garage. The maintenance of the grease trap shall be the responsibility of the tenant. One water district meter will be provided for the garage and landlord will be responsible for sub metering the water usage per tenant.

I. A 2-1/2" gas line has been stubbed into the space for tenant use.

J. Fire sprinkler system trunk lines with upright heads for shell protection are provided by landlord and are part of supervised fire sprinkler system. Tenant will be responsible for modifying fire sprinkler system to accommodate their tenant improvement layout in accordance with approved AMMR PRC18-00159 dated 10/11/2018.

K. Telecommunication service is provided by three 1" conduits stubbed into the space. Tenant to provide cabling, patch panels and active equipment

L. Fire alarm system components which are landlord provided in the space shall meet gray shell code only. The tenant is required to integrate with the CLV Parking Garage fire alarm system and provide fire alarm appliances with the space to accommodate the tenant improvement layout.

M. The tenant shall provide a LEED certified tenant improvement project.

N. Tenant shall provide all interior/exterior signage for tenant improvement. An electrical junction box and ¾" conduit pathway by landlord will be stubbed below the canopy/roofing and capped within the tenant space for use by tenant.

II TENANT'S WORK

Tenant, at its cost and expense, will construct the Premises in accordance with the following:

A. General

1. All work required to complete and place the Premises in finished condition for opening of business (except for Landlord's Work) shall be performed by Tenant at Tenant's sole cost and expense with all due

diligence, which work shall hereinafter be referred to as "Tenant's Work". Tenant's Work includes the hose items set forth in Schedule D attached hereto.

2. The project is being developed under the jurisdiction of the City of Las Vegas, State of Nevada, and federal safety codes. All design and construction work shall comply with all applicable statutes, ordinances, regulations, laws and codes, and Landlord's design criteria for Tenant's Work previously delivered to Tenant.

3. All permits, licenses and approvals for Tenant's Work shall be obtained by Tenant or its contractor prior to the commencement of construction and shall be posted in a prominent place within the Premises as required by the agency issuing the permit.

4. Landlord's written approval shall be obtained by Tenant prior to submitting plans for purposes of obtaining any required governmental permit or approval, and the undertaking of any construction work which deviates from Tenant's Working Drawings and specifications, as approved by Landlord, or the undertaking of any modifications whatsoever to Landlord's building shell and/or utilities and other work not explicitly shown on said Working Drawings and specifications or included as Landlord's Work in this Exhibit "D". Landlord's approval of the foregoing shall not constitute the assumption of any responsibility by Landlord for the accuracy or sufficiency thereof, and Tenant shall be solely responsible therefor.

5. All contractors engaged by Tenant shall be bondable, licensed contractors, possessing good labor relations, capable of performing quality workmanship and working in harmony with Landlord's general contractor and other contractors on the job. All work shall be coordinated with the general project work.

6. Where conflict exists between building codes, utility regulations, statutes, ordinances, other regulatory requirements and Landlord's requirements, as set forth herein, the more stringent of the requirements shall, at Landlord's option, govern.

7. Tenant shall inspect, verify and coordinate all field conditions pertaining to the Premises from time to time prior to the start of its store design work, through its construction, including its fixturing and merchandising. Tenant shall advise Landlord immediately of any discrepancies with respect to Landlord's drawings. Any adjustments to the work arising from field conditions, not apparent on Tenant's drawings and other building documents, shall require the prior written approval of Landlord.

8. Landlord reserves the right to require changes in Tenant's Work when necessary by reason of code requirements or building facility necessity, field conditions, or directives of governmental authorities having jurisdiction over the Premises, or directives of Landlord's insurance underwriters.

B. Public Safety. Tenant shall confine the construction work to within the Premises as much as possible and shall work in an orderly manner removing trash and debris from the project on a daily basis. At no time will pipes, wires, boards or other construction materials cross public areas where harm could be caused to the public. The requirements of "Occupational Safety and Health Administration" (OSHA) prepared by the Department of Labor will govern. If Tenant fails to comply with these requirements, Landlord may cause remedial action as deemed necessary by Landlord to protect the public. All costs of said remedial action shall be charged to Tenant and shall become Tenant's responsibility.

C. Tenant Damage to Construction. Tenant will be required to furnish the necessary ramps, coverings, etc., to protect Landlord's facilities and adjoining premises from damage. All costs to repair damage to Landlord's facilities and to adjoining premises will be at the expense of Tenant. Actual repair work may be accomplished by Landlord at Landlord's option.

D. Drawings and Specifications.

1. Within sixty (60) days of the Effective Date of this Lease, Tenant shall prepare and submit to Landlord for approval an interior completion plan, design drawings, working drawings and specifications necessary to complete "Tenant's Work" under this Exhibit D. As soon as practicable after receipt of such Drawings and Specifications, Landlord shall return to Tenant such Drawings and Specifications with its suggested modifications and/or approval. If, upon receipt of Landlord's modified Drawings and Specifications, Tenant wishes to take exception thereto, Tenant may do so within thirty (30) days from the date on which Tenant receives Landlord's modified Drawings and Specifications. Unless such action is taken by Tenant, it will be deemed that all modifications made by Landlord on the Drawings and Specifications are acceptable to and adopted by Tenant.

2. If Drawings and Specifications are returned to Tenant with modifications, said Drawings and Specifications shall be revised by Tenant and resubmitted to Landlord for approval within ten (10) days of their receipt by Tenant.

3. Upon Landlord's approval in all respects of all such Drawings and Specifications, Tenant shall cause Tenant's Work to be completed and installed or such installations or alterations to be performed, as the case may be, in accordance with the Drawings and Specifications approved by Landlord, and no deviation from said Drawings and Specifications shall be made without Landlord's prior written approval. Tenant shall obtain all necessary permits in connection with the installation of such Tenant improvements and the performance of such work prior to the commencement of any work.

4. If Tenant's Work entails any structural changes to the Premises, Tenant shall submit detailed structural plans, and Landlord's review of such plans shall be at Tenant's expense, provided that such expense shall not exceed One Thousand and 00/100 Dollars ($1,000.00). Moreover, Tenant shall not be permitted to commence any Tenant's Work until all plans applicable thereto have been approved in writing by Landlord.

5. At any time during the Lease Term, any and all modifications to the Premises requiring alterations to the architectural, mechanical, electrical, fire protection or structural systems will require Tenant to supply detailed Working Drawings and appropriate calculations covering those modifications to Landlord for written approval. Interior painting, wall covering, carpeting and placement of movable trade fixtures are considered normal maintenance items and do not require Landlord approvals, but otherwise meet the requirements of this Exhibit. All other alterations require Landlord's written approval.

6. Landlord's approval or inspection of any of Tenant's plans, shop drawings, etc., so submitted is made for identification purposes only and neither Landlord, nor its agents, servants or employees shall have any liability in any respect to any inadequacies, deficiencies, errors or omissions or non-complying features contained in any or all of Tenant's preliminary plans or final plans or Landlord's comments in respect to same.

E. Tenant Improvements. All work to be performed by Tenant is herein referred to as "Tenant's Work". Without limiting the generality of the foregoing, the term "Tenant's Work" includes the following:

1. Storefront: Tenant shall furnish and install at its cost all additional storefront construction not provided by Landlord per Exhibit D to this Lease including, but not limited to, application of finish and decorating material on the interior side of the "storefront".

2. Floors: Tenant shall furnish and install all interior floor coverings and finishes and be responsible for preparation of floor surfaces except for the restroom floor. All exposed concrete floors shall have a sealant applied. Carpeting and/or other quality floors, such as glazed or unglazed pavers or wood parquet, shall be used in all public areas except in such instances where other types of floor covering materials are specifically approved by Landlord. Vinyl tile is generally not considered an acceptable finish material in public areas. Additional restroom(s), kitchen(s) and storage areas shall have thresholds at the doors in such a manner as will not permit the passage of water or other liquids to the adjacent tenant space.

3. Walls: Tenant shall furnish and install all partitions and doors other than for restrooms and all interior wall finish materials including, but not limited to, Tenant's sales area, stock area, restroom, fitting rooms, etc. Inasmuch as Landlord's demising walls have not been designed for Tenant's superimposed fixture loads and/or any unusual wall decor, Tenant shall structurally reinforce the existing walls as required and approved by Landlord, to accommodate any additional superimposed loading required by Tenant's design. Any combustible materials applied to the demising partitions shall receive a U.L. labeled fire retardant coating. Tenant spaces with unusual sound and/or odor problems shall have sound and odor absorbent wall installed and in such a manner which will not permit the passage of sound and/or odors through the wall(s) to the adjacent space(s).

4. Ceilings: Tenant shall furnish and install all additional interior ceiling finish materials not provided by Landlord.

5. Utilities: Tenant shall make provision and pay all hook-up fees for separate metering of applicable utilities, all telephone service equipment within the Premises in accordance with local utility requirements. Tenant shall be responsible for speaker wires for any stereo system and/or phone system. Tenant's utility service requirements in excess of that provided by Landlord shall be furnished and installed by Landlord's contractor at Tenant's expense.

6. Special Equipment: Tenant shall provide for Landlord's installation at Tenant's cost any and all additional mechanical equipment, curbs, supports, etc., including, but not limited to, swamp cooler or additional H.V.A.C., additional plumbing, elevators, conveyors, etc., related to the operation of Tenant's business, and located within the Premises. Tenant shall provide fire extinguishers as required by code.

7. Fixtures and Furniture: Tenant shall furnish and install all new furniture, trade fixtures, shelving and other work necessary for its operation within the Premises.

8. Material and Warranties: Tenant shall use only new, first-class materials in the completion of Tenant's Work. All work and equipment shall be warranted for a minimum of one (1) year from installation and shall comply with all applicable codes.

9. Roof Work: Tenant agrees that all venting, opening, sealing, waterproofing or any altering of the roof shall be performed by Landlord's roofing contractor at Tenant's expense and that, when completed, Tenant shall furnish to Landlord a certificate from Landlord's roofing contractor that all such alterations approved by Landlord have been completed in accordance with the plans and specifications therefor approved by Landlord.

10. Kitchen Areas: All kitchen areas shall have installed proper range hoods and insulated exhaust ducts. Waste lines shall have grease interceptors, make-up air system, fire extinguishing system for all cooking exhaust hoods and fire extinguishers. All kitchen exhaust fans shall be of up-blast type.

11. Storefront Sign: In accordance with the Design Standards.

12. Other Work: Tenant shall be responsible for all other work that is not listed as "Landlord's Work".

F. Insurance.

Tenant shall secure, pay for and maintain or cause its contractor(s) to secure, pay for and maintain during Tenant's Work construction, fixturing and merchandising of the Premises, including any modification performed by Tenant during the Lease Term, the following insurance in the following amounts, which shall be endorsed in all policies to include Landlord and its beneficiaries, employees and agents as insured parties, and which shall provide in all policies that Landlord shall be given thirty (30) days' prior written notice of any alteration or termination of coverage in the amounts as set forth below, and such insurance as may from time to time be required from city, county, state or federal laws, codes, regulations or authorities, together with such other insurance as is reasonably necessary or appropriate under the circumstances:

1. Tenant and Tenant's general contractor and subcontractor(s) required minimum coverages and limits of liability:

(a) Worker's Compensation as required by state law and Employer's Liability Insurance with limits of not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00) and any insurance required by any employee benefit acts or other statutes applicable where the work is to be performed as will protect the contractor and subcontractors from any and all liability under the aforementioned acts.

(b) Comprehensive General Liability Insurance (including Contractor's Protective Liability) with a combined single limit (bodily injury and property damage) of not less than Two Million and 00/100 Dollars ($2,000,000.00) per occurrence and in the aggregate. Such insurance shall provide for explosion, collapse and underground coverage and contractual liability coverage and shall insure the general contractor and/or subcontractors against any and all claims for personal injury, including death resulting therefrom, and damage to the property of others and arising from his operations under the contract, whether such operations are performed by the general contractor, subcontractors or any of their subcontractors, or by anyone directly or indirectly employed by any of them. Such insurance policy shall include (i) a products/completed operations endorsement; (ii) endorsements deleting the employee exclusion on personal injury and the liquor liability exclusion; and (iii) a cross-liability endorsement or a severability of interest clause. Such insurance shall be primary and Landlord's insurance shall be excess insurance only.

(c) Comprehensive Automobile Liability Insurance, including the ownership, maintenance and operation of any automotive equipment, owned, hired and non-owned in an amount not less than Two Million and 00/100 Dollars ($2,000,000.00) combined single limit (bodily injury and property damage) per occurrence and in the aggregate. Such insurance shall insure the general contractor and/or subcontractors against any and all claims for bodily injury, including death resulting therefrom, and damage to the property of others arising from his operations under the contract, whether such operations are performed by the general contractor, subcontractor or any of their subcontractors, or by anyone directly employed by any of them.

(d) Builder's Risk Insurance -- Completed Value Builder's Risk Damage Insurance Coverage. Tenant shall provide an "All Physical Loss" Builder's Risk insurance policy on the work to be performed for Tenant in the Premises as it relates to the building within which the Premises are located. The policy shall include as insureds Tenant, its contractor and subcontractors, and Landlord, as their respective interests may appear within the Premises and within one hundred feet (100') thereof. The amount of insurance to be provided shall be one hundred percent (100%) replacement cost.

2. All such insurance policies required under this Exhibit, except as noted above, shall include Landlord, Landlord's agents and beneficiaries, Landlord's on-site representatives, Landlord's architect, and Landlord's general contractor, as additional insureds; except Worker's Compensation Insurance, which shall contain an endorsement waiving all rights of subrogation against Landlord, Landlord's architect and Landlord's general contractor, Landlord's agents and beneficiaries.

3. The insurance required under this Exhibit shall be in addition to any and all insurance required to be provided by Tenant pursuant to the Lease.

G. Trash Removal.

During the construction, fixturing and merchandise stocking of the Premises, Tenant shall provide trash removal at areas designated by Landlord. It shall be the responsibility of Tenant and Tenant's contractors to remove all trash and debris from the Premises on a daily basis and to break down all boxes and place all such trash and debris in the containers supplied for that purpose. If trash and debris are not removed on a daily basis by Tenant or Tenant's contractor, then Landlord shall have the right to remove such trash and debris or have such trash and debris removed at the sole cost and expense of Tenant.

I. Liens.

Pursuant to NRS §108.234, Landlord hereby informs Tenant that Tenant must comply with the requirements of NRS §108.2403 and NRS §108.2407. Tenant shall take all actions necessary under Nevada law to ensure that no liens encumbering Landlord's interest in the Premises arise as a result of any work, services, or materials provided to the Premises, including, without limitation, the recording of a notice of posted security in the Official Records of Clark County, Nevada, in accordance with NRS §108.2403 and either (a) establish a construction disbursement account pursuant to NRS §108.2403(1)(b)(1) or (b) furnish and record, in accordance with NRS §108.2403(1)(b)(2), a surety bond for the prime contract for the work at the Premises that meets the requirements of NRS §108.2415. Tenant's contractors may not enter the Premises to begin any construction in the Premises until Tenant has delivered evidence satisfactory to Landlord that Tenant has complied with the terms of this Section. Failure by Tenant to comply with the terms of this Section shall permit Landlord to declare Tenant in default hereunder.

In accordance with NRS §108.234(2), Tenant agrees that Landlord's interest in the Premises shall not be subject to, and shall be immune from, the attachment of any lien arising as a result of any alterations, if Landlord, within three (3) days after obtaining knowledge of the construction, alteration or repair, or the intended construction, alteration or repair, gives notice that Landlord will not be responsible for the improvement by recording a notice in writing to that effect with the Official Records of Clark County, Nevada ("Notice of Nonresponsibility"), such Notice of Nonresponsibility is timely recorded in accordance NRS §108.234(2)(a), and such Notice of Nonresponsibility sets forth the information required in NRS §108.234(3) and is served by personal delivery or by certified mail, return receipt requested (x) upon Tenant within ten (10) days after the date on which the Notice of Nonresponsibility is recorded pursuant to NRS §108.234(2) and (y) upon the prime contractor within ten (10) days after the date on which Tenant contracts with the prime contractor for the construction, alteration or repair of the work of improvement.

J. At Completion of Tenant's Work.

Tenant will provide Landlord with the following within thirty (30) days following store opening:

1. A Certificate of Occupancy (C of O) prior to opening for business.

2. Unconditional Waivers of Liens and Sworn Statements in such form as may be required by Landlord from all persons performing labor and/or supplying materials in connection with such work showing that all parties have been paid in full.

3. Submission by Tenant to Landlord of detailed breakdown of Tenant's final and total construction costs, together with receipted invoices showing payment thereof.

4. Submission by Tenant to Landlord of warranties for not less than one (1) year against defects in workmanship, materials and equipment as required in this Exhibit.

5. Submission by Tenant of a statement wherein Tenant agrees to indemnify Landlord and Landlord's designated Escrow Agent against any and all liens against the Premises or any claims by any materials suppliers, contractors, or subcontractors.

6. Tenant shall have reimbursed Landlord for the cost of Tenant's Work done for Tenant by Landlord, the cost of temporary power and of trash removal, and all other sums owed by Tenant to Landlord pursuant to the Lease and Exhibits.

7. Tenant shall furnish a copy of the License to do Business.

8. Tenant shall execute an Estoppel Letter which will be prepared by Landlord.

9. "As-Built" Drawings of all permanent Tenant Work performed.

10. Recordation of a valid Notice of Completion.

Jones Greenwald • architecture & design
8871 West Flamingo Road Suite 202
Las Vegas NV 89147 | (888) 222-7520
www.JGwerk.net | info@jggreen.com

Porchlight Hospitality c/o Chris Lowden

6611 S. Las Vegas Blvd. #160
Las Vegas, NV 89119

6/28/2021

RE: Vic's – Description of the Gray Shell Suite and Project Tenant's Improvements

Existing Space Description:

Landlord is providing a 6,281 SF "Gray Shell" space, with west, south and east perimeter walls intact. North demising wall to be provided by Tenant. Floor slab currently not provided, although slab base appears to be prepared for improvement. Currently, a ribbon pour is intact with remaining field slab and underground utilities to be provided by Tenant as a part of the improvement process. Based on documentation provided electrical, tele/data and fire suppression services appear to be available from nearby utility rooms at the north side of the retail tenant suites. Gas service and location of grease Intercept still to be determined / coordinated with Landlord. To the east and south of the Tenant's suite, are areas designated for outdoor dining. These areas have been completed, and available for further improvement where needed and as approved by Landlord. Furthermore, it is assumed that the appropriate zoning, land use and parking requirements have been provided as a part of the district general plan, although still subject to SPDRC and all city of Las Vegas approvals.

Description of Project Improvements:

Vic's will offer a dining, bar and live music experience for approximately 200 patrons. Main areas identified in the current concept are described as follows:

- Restaurant & Lounge – Full dining services to be provided, presenting lunch, dinner and late night, where seating options include banquette and table combinations, private party dining and lounge areas. The proposed finishes can be described as refined yet unpretentious. Raised panel detailing with walnut wood tones and upholstery will create the backdrop of the room. Drapery installations to be strategically placed for visual interest and acoustic control at the perimeter storefront. Ribbon baffles will be

integrated into the ceiling architecture, to provide an active component and the necessary acoustic performance required for the room as a live music venue. Lighting for both dining ambiance and music performances will be provided.

- Separated Bar Area – As a gaming and a smoker friendly option the bar area will be separated by a glazed partition, allowing full view into the restaurant and of the music performance. Ample air circulation and air filtration will be provide, with direct access to the patio also available. Seating options to include bar and counter seating with high top tables at the perimeter. Liquor displays, raised panel wall displays and television screens will be installed to direct the visual interest around the room. The bar is planned for 4 full stations with drop in gaming machines. A full menu will provided.
- Patio Areas – 2 separate areas proposed. The first which is adjacent to the bar and dining areas, will simply be an extension of the services offered inside. Improvements will consist of shade extensions, lighting, FF&E and landscape planters to better control yet soften the patio/public edge. The second location to the south will provide lounge furnishings, specific for smoking (including cigars). Signage will be provided at select locations to bring the iconic symbol of Vegas Vic to this new Symphony Park location.
- Kitchen Area – Housing all management & operations, food storage and food preparation. No support activities planned to occur in front of house areas. All deliveries and waste disposal will also be directed to the garage areas, avoiding front of house path of travel.
- General Construction – Construction and mechanical systems to be consistent with standard retail interior improvements. Partitions and hard lid ceiling construction to be light gage framing and gypsum wall board substrate or finish. Mechanical systems to be suspended fan coil units, with ducting as required. Electrical subpanels are intended to be housed in back of house areas and distributed as required. Together with Architectural and Design services, Mechanical, Electrical & Structural Engineers will be enlisted for preparation of all improvement drawings.

Please contact my office should any additional information be required. Thank you.

Regards,

Jon Adrian Jones | Principal

EXHIBIT "E"

FORM OF TENANT'S CERTIFICATE

The undersigned, as Tenant, under that Retail Lease dated _____, 2021 ("**Lease**") made with the City of Las Vegas Nevada, as Landlord, hereby certifies as follows:

1. That the undersigned has entered into occupancy of the Premises described in the Lease;

2. That the Lease is in full force and effect and has not been assigned, modified, supplemented or amended in any way, except as follows:_____
_____
_____
_____.

3. That the Lease represents the entire agreement between the parties as to said leasing:

4. That the Commencement Date of the Lease is July __, 2021;

5. That there is an unexpired term under the Lease of _____ (_____) months;

6. That all conditions of the Lease to be performed by Landlord and necessary to the enforceability of said Lease have been satisfied;

7. That there are no defaults by either Tenant or Landlord under the Lease;

8. That no rents have been prepaid, other than as provided in the Lease;

9. That on this date there are no existing defenses or offsets which the undersigned has against the enforcement of the Lease by Landlord; and

The undersigned hereby agrees:

1. To disclaim all right, title or interest in said premises except the rights granted by the Lease; and

2. To notify the holder of any mortgage affecting the Premises of any default on the part of Landlord which Tenant proposes to cure and deduct from rentals, or use as a basis for cancellation of the Lease and hereby grants to any such holder the option to cure said default within a reasonable length of time. Tenant further agrees not to invoke any of its remedies under the Lease during any period that any such holder is proceeding to cure such default with due diligence, or is taking steps with due diligence to obtain the legal right to enter the Premises and cure the default.

EXECUTED this _____ day of _____, 2021.

Vic's Symphony Park, LLC, a Nevada limited liability company

_____

BY:_____

ITS:_____

EXHIBIT F"

ESTOPPEL CERTIFICATE

To: _____ ("**Recipient**")

Re: Lease: _____ dated _____, (as amended, if at all, as set forth on Exhibit A, the "**Lease**"), by and between _____, a _____ ("**Landlord**"), and _____, a _____ ("**Tenant**").

Premises: The premises described in the Lease (the "**Premises**"), located at _____.

The undersigned, as Tenant under the Lease, hereby certifies to Recipient the following:

(1) A true, correct and complete list of the Lease and all amendments, modifications and supplements thereto is attached as Exhibit A hereto. The Lease is in full force and effect and (other than approvals, consents, or waiters given by Landlord or Tenant in connection with the Lease) has not been modified, supplemented, or amended in any way, except as set forth on Exhibit A. All capitalized terms used but not defined herein shall have the meanings given to such terms in the Lease.

(2) As of the date hereof, the Monthly Base Rent under the Lease has been paid as required by the Lease. No such rent has been paid more than one (1) month in advance of the due date except as permitted under the Lease.

(3) To Tenant's actual knowledge, Landlord has performed its obligations under the Lease in all material respects and Tenant has no actual knowledge of any event which with the giving of notice, the passage of time, or both would constitute a default by Landlord under the Lease.

(4) To Tenant's actual knowledge, Tenant has no claim, offset or defense against Landlord arising out of the Lease or against the payment of rent or other charges under the Lease or in any way relating thereto.

(5) The Lease Term commenced on _____, and is scheduled to expire on _____. Tenant has no option or other right to extend the Lease Term except as set forth in the Lease.

(6) Tenant has not entered into any sublease, assignment or any other agreement transferring any of its interest in the Lease or the Premises except _____.

(7) The individual executing this certificate on behalf of Tenant has the authority to do so and to bind Tenant to the terms hereof.

(8) [IN THE CASE OF A LANDLORD SALE:] This certificate may be relied upon and enforced by Recipient and any lender providing financing to Recipient for the acquisition of Recipient's interest in the Premises or with respect to which existing financing is assumed by the Recipient.

Tenant's "actual knowledge" means the current, actual knowledge of _____, a manager of Tenant involved in the operation or management of the Premises or the administration of the Lease, without any duty of investigation or inquiry.

The certifications herein are made solely to estop the undersigned from asserting to or against Recipient facts or claims contrary to those stated. This estoppel certificate does not constitute an independent contractual undertaking or constitute representations, warranties or covenants or otherwise have legal effect other than estopping the undersigned from asserting to or against Recipient any contrary facts or claims. This estoppel certificate does not modify in any way the relationship, obligation or rights vis-a-vis Landlord and Tenant.

_____:
_____,
a _____
By: _____
Name: _____
Title: _____
Date signed: _____

EXHIBIT A TO ESTOPPEL CERTIFICATE

LIST OF LEASE DOCUMENTS

EXHIBIT "G"

RULES AND REGULATIONS

Landlord hereby establishes the following rules and regulations for the safety, care and cleanliness of the Premises for the preservation of good order:

1. All floor areas of the Premises (including vestibules, entrances, and air returns), doors, fixtures, windows, and plate glass shall be maintained in a clean, safe and good condition.

2. All trash, refuse, and waste materials shall be stored in adequate containers and regularly removed from the Premises. These containers shall not be visible to the general public and shall not constitute a health or fire hazard, or a nuisance to any other tenant. In the event that any tenant shall fail to remedy such a health or fire hazard, or nuisance, within five (5) days after written notice by Landlord, Landlord may remedy and/or correct such health or fire hazard or nuisance at the expense of the tenant involved.

3. No portion of the Premises shall be used for lodging purposes.

4. Neither sidewalks nor walkways shall be used to display, store, or place any merchandise, equipment or devices, except in connection with sidewalk sales which shall, in any event, require Landlord's prior written approval. The roof of the Premises shall not be used for the storage of merchandise or equipment.

5. No public telephone, newsstand, shoeshine stand, refreshment, vending or other coin operated machine shall be installed or placed on the sidewalk or walkway area adjacent to the Premises or on the Common Areas without Landlord's prior written approval in each instance.

6. No person or persons shall use the Premises, or any part thereof, for conducting therein a second-hand store, auction, distress or fire sale or bankruptcy sale, or "going-out-of-business" sale or "lost our lease" sale, without Landlord's prior written consent.

7. No portion of the Premises shall be used for the storage of any merchandise, materials or other properties, other than those reasonably necessary for the operation of a tenant's business. Landlord may, from time to time, inspect the Premises to insure compliance with the foregoing provisions.

8. Except for professionally prepared signs, Tenant shall not black out or otherwise obstruct the windows of the Premises, without Landlord's prior written consent.

9. If a tenant provides its customers with the use of shopping carts and/or baskets, such tenant shall be responsible for causing said carts and/or baskets to be stored only in areas designated by Landlord. If such tenant fails to routinely collect and store said carts as necessary (at least twice on a daily basis), Landlord may assume the responsibility of same and may bill the tenant involved on an estimated monthly basis for such service.

EXHIBIT "H"

DISCLOSURE OF PRINCIPALS

CERTIFICATE DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract 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
Name Porchlight Hospitality LLC
Address 6611 S. Las Vegas Blvd. Suite 160 Las Vegas, NV 89119
Telephone 702 435 2855
EIN or DUNS 46-4236419

Block 2 Description
Vic's is a wholly-owned subsidiary of Porchlight Hospitality, LLC, which in turn is a wholly-owned subsidiary of Archon Corporation. Archon is 91% beneficially owned by Paul W. Lowden III and members of his family.

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.	Christopher Lowden / Pres	6611 LV Blvd S. LV NV 89145	702-435-2855
2.	Porchlight Hospitality LLC	6611 LV Blvd S. LV NV 89145	702-435-2855
3.	Archon Corporation	6611 LV Blvd S. LV NV 89145	702-435-2855
4.			
5.			
6.			
7.			

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__.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:
___n/a_____

Date of Attached Document: _____ Number of Pages: _____

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

Name _____

Date 6/9/21

Subscribed and sworn to before me this 9th day of June, 2021

_____
Notary Public

DANIELLE COCHRANE
COMMISSION #20181174
NOTARY PUBLIC
STATE OF IDAHO

EXHIBIT "I"

GUARANTY OF RETAIL LEASE AGREEMENT

This Guaranty of Lease is executed by Archon Corporation, a domestic corporation (herein "Guarantor"), for the benefit the City of Las Vegas, a Nevada political subdivision (herein "Landlord") is dated for reference purposes _____, 2021.

RECITALS

A. Vic's Symphony Park, LLC, a Nevada limited liability company, as tenant ("Tenant "), and City of Las Vegas, a political subdivision of the State of Nevada, as Landlord ("Landlord"), entered into that certain Retail Lease Agreement dated as of _____, 2021 (the "Lease").

B. Guarantor is benefited by the Lease and Guarantor acknowledges that Landlord has required execution of this Guaranty as a condition to entering into the Lease and that Landlord would not enter into the Lease absent execution of this Guaranty.

C. Any capitalized terms contained herein that are not defined herein shall have the same meaning as set forth in the Lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, it is agreed as follows.

1. Guarantor unconditionally, irrevocably and absolutely guarantees to Landlord the full and prompt payment of (a) all amounts which Tenant is now or hereafter obligated to pay to Landlord under the Lease, or which may become due and owing by Tenant under and in accordance with the terms of the Lease (including, without limitation, Minimum Rent, additional rent, escalations in rent, pass-throughs of, or other obligations pertaining to, operating, tax, insurance and other expenses, reimbursement obligations, fee and interest accrual obligations, and any damages or other amounts which Landlord is or hereafter entitled to receive from Tenant under the Lease); (b) without limitation of clause (a) above, all insurance proceeds, coverages or other amounts, self-insurance proceeds, coverages or other amounts, indemnification, hold harmless and defense payments, obligations or other amounts, environmental damages, liabilities and obligations, and other damages, amounts, liabilities or obligations now or hereafter owing by Tenant to Landlord under and in accordance with the terms of the Lease; and (c) any Enforcement Costs (as defined in Section 8 hereof). All of the matters described in subsections (a), (b) and (c) of this Section 1 shall be hereinafter collectively referred to as the "Guarantied Obligations."

2. Guarantor shall perform all Guarantied Obligations under subsections (a), (b) and (c) of Section 1 of this Guaranty strictly in accordance with the terms and conditions of the Lease.

3. Guarantor (a) waives notice of acceptance of this Guaranty by Landlord and any and all notices and demands of every kind which may be required to be given by any statute, rule or law relating to suretyship or the obligations of guarantors, (b) agrees to refrain from asserting, until after payment in full of the Guarantied Obligations, any defense, right of set-off or other claim which Guarantor may have against Tenant, (c) waives all rights at law or in equity to seek subrogation, contribution, indemnification or any other form of reimbursement or repayment from Tenant or any other person or entity now or hereafter primarily or secondarily liable for any of the Guarantied Obligations, (d) waives presentment for payment or demand for payment to Tenant or Guarantor of any Guarantied Obligation, (e) waives protest and notice of protest, notice of nonpayment or dishonor or default, to Tenant or Guarantor, to the extent that Tenant or Guarantor might otherwise be entitled to same under a lease or guaranty (but this clause does not affect any express obligations of Landlord under the Lease to provide notices to Tenant under the Lease), and (f) waives diligence in collection and any and all formalities which otherwise might be legally required to charge Guarantor with liability. No modification or waiver of any of the provisions of this Guaranty shall be binding upon Landlord except as expressly set forth in a writing duly signed and delivered by Landlord. Guarantor further agrees that Guarantor's liability as guarantor shall not be impaired or affected by any renewals or extensions which may be made from time to time, with or without the knowledge or consent of Guarantor, of the time for payment under the Lease or by any forbearance or delay in collecting payments under the Lease, or by any waiver by Landlord under the Lease, or by Landlord's failure or election not to pursue any other remedies it may have against Tenant or Guarantor, or by any change or modification in the Lease, or by the acceptance by Landlord of security or any additional security or any increase, substitution or change therein, or by the release by Landlord of any security or any withdrawal thereof or decrease therein. Guarantor further understands and agrees that Landlord may at any time enter into agreements with Tenant to amend, modify, extend or renew the Lease, and may waive or release any provision or provisions of the Lease, and, with reference to such matters, may make and enter into any such agreement or agreements as Landlord and Tenant may deem proper and desirable, without in any manner impairing or affecting this Guaranty or any of Landlord's rights hereunder or Guarantor's obligations hereunder.

4. This Guaranty is an absolute and unconditional guaranty of payment and not of collection. Guarantor agrees that it is not necessary for Landlord, in order to enforce this Guaranty, to (a) institute suit or exhaust its legal remedies or (b) obtain judgment against Tenant or (c) join Tenant in any action brought hereunder or (d) proceed against any security at any time given in respect of the Guarantied Obligations or to obtain or perfect any security interest in any security; but the sole condition precedent to enforcement of the obligations of Guarantor hereunder are that Tenant does not perform its payment obligations strictly in accordance with the terms of the Lease as and when due and payable.

5. Guarantor agrees that this Guaranty is a continuing guaranty and shall remain in full force and effect until all Guarantied Obligations have been performed as set forth in the Lease, provided, however, Guarantor's obligations hereunder shall be limited as follows: (i) Guarantor's obligation in connection with the Guarantied Obligations initially shall be limited to all Guarantied Obligations which would accrue during Lease Years 2 thru 6 of the Lease Term (subject to Nevada's Law related to mitigation of damages) and (ii) after such first six (6) Lease Years of the Lease Term, Guarantor's ongoing obligation in connection with the Guarantied Obligations shall be limited to the maximum amount of Guaranteed Obligations which would accrue during fifteen (15) calendar months of the Lease Term (subject to Nevada's Law related to mitigation of damages). Guarantor agrees that none of Guarantor's obligations under this Guaranty or any remedy for the enforcement thereof shall be impaired, modified, changed or released in any manner whatsoever by any impairment, modification, change, release or limitation of the liability of Tenant under the Lease or by reason of the bankruptcy of Tenant or by reason of any creditor or bankruptcy proceeding instituted by or against Tenant. Guarantor agrees that this Guaranty shall continue to be effective or be reinstated (as the case may be) if at any time payment of all or any part of the Guarantied Obligations pursuant to the Lease is rescinded, avoided or otherwise required to be returned by Landlord upon the insolvency, bankruptcy, dissolution, liquidation, or reorganization of Tenant, or upon or as a result of the appointment of a receiver, intervenor, custodian or conservator of or trustee or similar officer for, Tenant or any

substantial part of its property, or as a preference, fraudulent conveyance or otherwise, all as though such payment to Landlord has not been made, regardless of whether Landlord contested the order requiring the return of such payment.

6. This Guaranty is binding upon and inures to the benefit of Guarantor and Landlord and their respective successors and assigns. Notwithstanding the foregoing, Guarantor shall have no right to assign this Guaranty or its obligations or liabilities hereunder, to any person or entity, and no attempted or purported assignment shall release or relieve Guarantor of any of its obligations or liabilities under this Guaranty. Landlord shall have the right to assign its rights and interest under this Guaranty to any person or entity to whom or to which Landlord assigns its rights and interest under the Lease.

7. In the event of litigation to enforce or interpret this Guaranty, Landlord (by its acceptance of this Guaranty) and Guarantor agree that the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees incurred at and in preparation for discovery (including depositions), arbitration, trial and any appeal or review ("Enforcement Costs). This provision shall also extend to all litigation and other proceedings in the U.S. Bankruptcy Court, including litigation and proceedings involving matters unique to bankruptcy law. Guarantor shall reimburse Landlord, upon demand, for all costs and attorneys fees incurred to enforce the Lease or to collect sums thereunder, including all such costs and fees incurred at and in preparation for discovery (including depositions) arbitration, trial and any appeal or review. This provision shall also extend to all litigation and other proceedings in the U.S. Bankruptcy Court, including litigation and proceedings involving matters unique to bankruptcy law.

8. TO THE GREATEST EXTENT PERMITTED BY LAW, GUARANTOR HEREBY WAIVES ANY AND ALL RIGHTS TO REQUIRE MARSHALLING OF ASSETS BY LANDLORD. WITH RESPECT TO ANY SUIT, ACTION OR PROCEEDINGS RELATING TO THIS GUARANTY (EACH, A "PROCEEDING"), LANDLORD (BY ITS ACCEPTANCE HEREOF) AND GUARANTOR IRREVOCABLY (A) SUBMIT TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS HAVING JURISDICTION IN THE CITY OF LAS VEGAS, COUNTY OF CLARK AND STATE OF NEVADA, AND (B) WAIVE ANY OBJECTION WHICH IT MAY HAVE AT ANY TIME TO THE LAYING OF VENUE OF ANY PROCEEDING BROUGHT IN ANY SUCH COURT, WAIVE ANY CLAIM THAT ANY PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM AND FURTHER WAIVE THE RIGHT TO OBJECT, WITH RESPECT TO SUCH PROCEEDING, THAT SUCH COURT DOES NOT HAVE JURISDICTION OVER SUCH PARTY. NOTHING IN THIS GUARANTY SHALL PRECLUDE LANDLORD FROM BRINGING A PROCEEDING IN ANY OTHER JURISDICTION NOR WILL THE BRINGING OF A PROCEEDING IN ANY ONE OR MORE JURISDICTIONS PRECLUDE THE BRINGING OF A PROCEEDING IN ANY OTHER JURISDICTION. LANDLORD AND GUARANTOR FURTHER AGREE AND CONSENT THAT, IN ADDITION TO ANY METHODS OF SERVICE OF PROCESS PROVIDED FOR UNDER APPLICABLE LAW, ALL SERVICE OF PROCESS IN ANY PROCEEDING IN ANY NEVADA STATE OR UNITED STATES COURT SITTING IN THE CITY OF LAS VEGAS AND COUNTY OF CLARK MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO THE APPLICABLE PARTY AT THE ADDRESS INDICATED BELOW, AND SERVICE SO MADE SHALL BE COMPLETE UPON RECEIPT; EXCEPT THAT IF SUCH PARTY SHALL REFUSE TO ACCEPT DELIVERY, SERVICE SHALL BE DEEMED COMPLETE FIVE (5) DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED. THIS GUARANTY IS GOVERNED AS TO ITS VALIDITY, CONSTRUCTION AND PERFORMANCE BY THE LAWS OF THE STATE OF NEVADA, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS.

9, GUARANTOR AND LANDLORD (BY ITS ACCEPTANCE HEREOF) EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CLAIM, CONTROVERSY, DISPUTE, ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS GUARANTY AND THE LEASE (INCLUDING WITHOUT LIMITATION ANY ACTIONS OR PROCEEDINGS FOR ENFORCEMENT OF THIS GUARANTY OR THE LEASE) AND AGREE THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. GUARANTOR AND LANDLORD ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, AND THAT EACH OF THEM HAS RELIED ON THIS WAIVER IN ENTERING INTO OR ACCEPTING THIS GUARANTY. GUARANTOR AND LANDLORD EACH WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

10. For purposes of this Guaranty, the term "Tenant" shall include any person or entity to whom or to which the rights and interest of the Tenant under the Lease are assigned, or who or which succeeds to such rights and interest under the Lease. Guarantor's liability under this Guaranty shall not be affected in any manner by virtue of any such assignment or succession, nor by any consent or approval by Landlord to same, and no notice by Landlord to, or consent or approval by, Guarantor shall be required with respect to any such assignment or succession.

11. Every provision of this Guaranty is intended to be severable. In the event any term or provision hereof is declared to be illegal or invalid for any reason whatsoever by a court of competent jurisdiction, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

12. No failure or delay on the part of Landlord to exercise any power, right or privilege under this Guaranty shall impair any such power, right or privilege, or be construed to be a waiver of any default or any acquiescence therein, nor shall any single or partial exercise of such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

13. This Guaranty constitutes the entire agreement between Guarantor and Landlord with respect to the subject matter hereof.

14. Each individual executing this Guaranty on behalf Guarantor represents and warrants that such signatory is duly authorized to execute and deliver this Guaranty on behalf of Guarantor, in accordance with the governing documents and resolutions of Guarantor, and that this Guaranty is binding upon Guarantor in accordance with its terms. Landlord, at its option, may require Guarantor to deliver to Landlord a certified copy of a resolution of Guarantor authorizing or ratifying the execution of this Guaranty.

15. Landlord (by its acceptance of this Guaranty) agree that any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given upon receipt or refusal when sent as follows: (a) by hand delivery; (b) by United States Certified Mail (postage prepaid, return receipt requested); (c) by Federal Express or other reliable overnight courier service, to the addresses as set forth below:

Guarantor:

ARCHON CORPORATION
c/o Chris Lowden,
6611 S. Las Vegas Boulevard, Suite 160
Las Vegas, NV 89119

Landlord:

City of Las Vegas Economic and Urban Development
Attn: Director
495 S. Main Street, 6th floor
Las Vegas, NV 89101

With a Copy to:

Office of City Attorney
Attn: John Ridilla
495 S. Main Street, 6th floor
Las Vegas, NV 89101

IN WITNESS WHEREOF, Guarantor has executed this Guaranty as of the date set forth above.

"GUARANTOR"

ARCHON CORPORATION, a domestic corporation

BY:_____

Name _____

ITS:_____

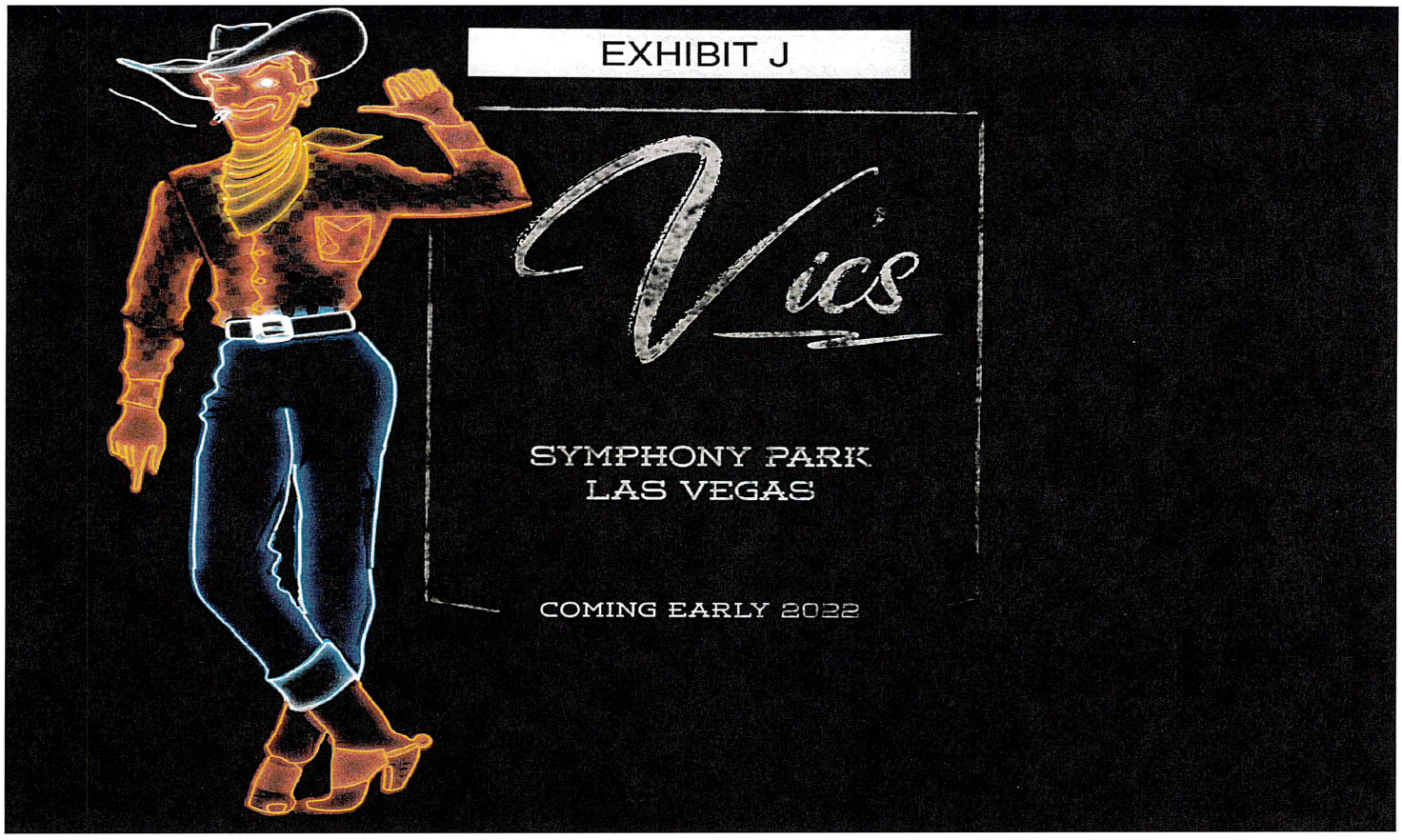
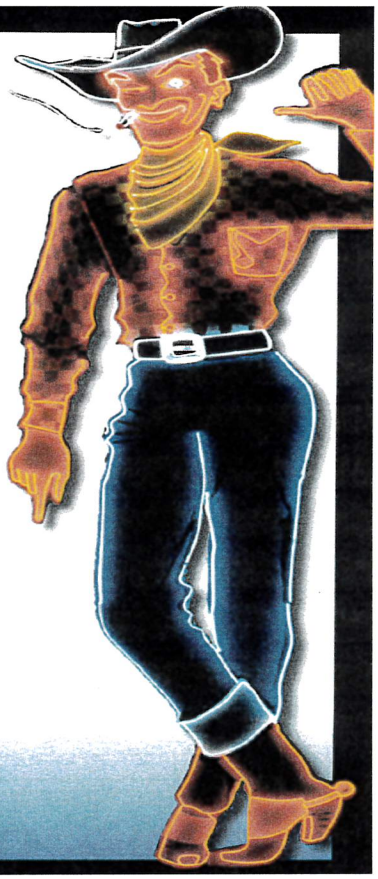


EXHIBIT J
Vics
SYMPHONY PARK
LAS VEGAS
COMING EARLY 2022

Vic's

VIC'S IS A NOD TO THE LEGENDARY NEON COWBOY, VEGAS VIC, WHO FIRST APPEARED IN 1947 AS THE UNOFFICIAL MASCOT, WELCOMING VISITORS TO LAS VEGAS WITH HIS FRIENDLY "HOWDY, PODNER!" GREETING AND A WAVE OF HIS ARM. OVER THE YEARS, VEGAS VIC WENT ON TO BECOME NOT ONLY ONE OF THE MOST RECOGNIZABLE CHARACTERS REPRESENTING LAS VEGAS, BUT A POP CULTURE PHENOMENON, FEATURED IN EVERYTHING FROM BEER COMMERCIALS TO AN EPISODE OF THE SIMPSONS.



Vic's

CONCEPT

WELCOME TO VIC'S – A SOPHISTICATED AND INTIMATE SPACE TO SOCIALIZE, DRINK, AND DINE, WHILE ENJOYING AN ELEVATED LEVEL OF SERVICE THROUGHOUT YOUR ENTIRE EXPERIENCE. AN ALTERNATIVE FROM THE BUSY LAS VEGAS STRIP, VIC'S IS SURE TO BE A FAVORITE HOTSPOT AMONG LOCALS AND VISITORS ALIKE. VIC'S EXUDES A STYLISH, RETRO CHIC VIBE 24 HOURS A DAY, SEVEN DAYS A WEEK. INSIDE VIC'S, THE RESTAURANT AND LOUNGE ARE BOTH DESIGNATED NON-SMOKING AND THERE IS A SEPARATE, ENCLOSED SMOKER FRIENDLY BAR. FOR THOSE WHO WANT TO ENJOY DINING AND DRINKING AL FRESCO, VIC'S OFFERS TWO PATIOS WITH ONE ALLOCATED FOR SMOKING, INCLUDING CIGARS.

MULTIPLE GENRES OF LIVE ENTERTAINMENT WILL TAKE PLACE ON THE STAGE, SUPPORTED BY A STATE-OF-THE-ART ALCONS SOUND SYSTEM.

WITH A CAPACITY OF 200, VIC'S SPANS 6,300 SQUARE FEET AND FEATURES RICHLY APPOINTED VELOUR BANQUETTES, A FULL-SERVICE BAR AND PLENTY OF ROOM FOR SOCIALIZING AND LIVE ENTERTAINMENT. THE SLEEK AND SULTRY SPACE FEATURES DARK WOOD, TUFTED VELVET, ELEGANT FIXTURES, AND STRIKING ACCENTS. VIC'S MENU WILL SHOWCASE AN UPSCALE BLEND OF ITALIAN/CALIFORNIAN FUSION, INCLUDING LIGHTER FAIR AND SMALL PLATES. VIC'S WILL SERVE BREAKFAST/BRUNCH, LUNCH, AND DINNER 24 HOURS A DAY.


Vic's
FOOD


Vic's
THEME BOARD

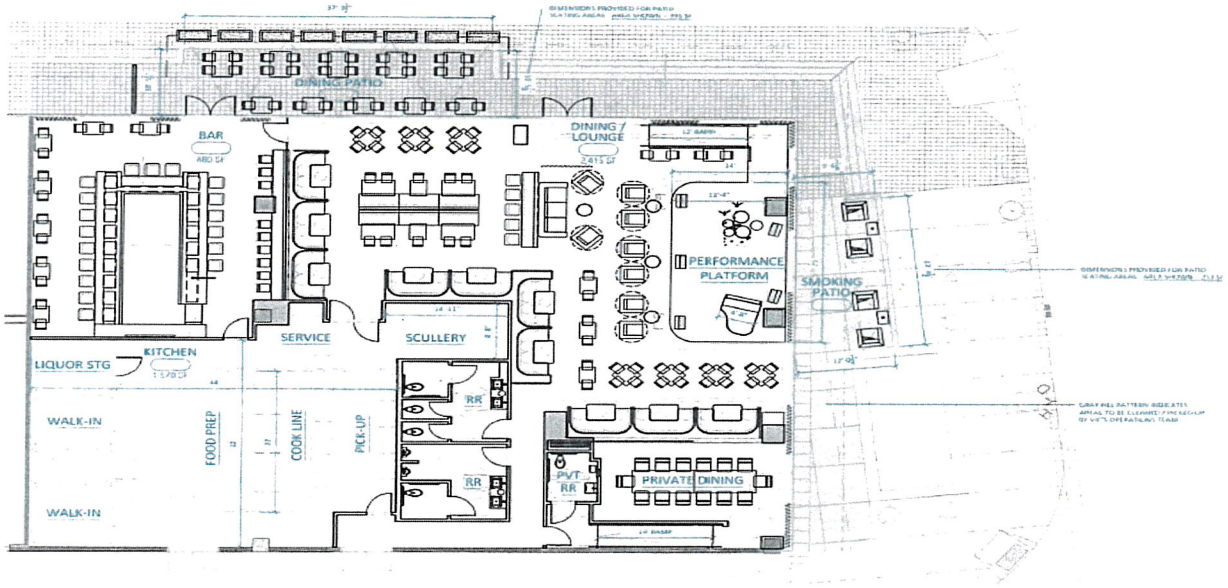
Vic's

SITE PLAN

SEAT COUNT

DINING LOUNGE	
· BOOTHS (10)	· 40 SEATS
· BENCH COMBO (6)	· 20 SEATS
· TABLES, 4 TOP (7)	· 28 SEATS
· TABLES, DEUCE (5)	· 10 SEATS
· LOUNGE FURNITURE	· 11 SEATS
· COUNTER (1)	· 5 SEATS
TOTAL DINING/LOUNGE	· 114 SEATS
PRIVATE DINING	· 14 SEATS
BAR	
· BAR STOOLS	· 15 SEATS
· ADA (DINING HGT)	· 3 SEATS
· TABLES, DEUCE (7)	· 14 SEATS
· COUNTER STOOLS (9)	· 9 SEATS
TOTAL BAR SEATING	· 41 SEATS
PATIO	
· TABLES, 4 TOP (5)	· 20 SEATS
· HIGH TOP DEUCE (5)	· 10 SEATS
· CIGAR PATIO (2)	· 4 SEATS
TOTAL PATIO SEATING	· 34 SEATS

TOTAL TAVERN SEAT COUNT = 203



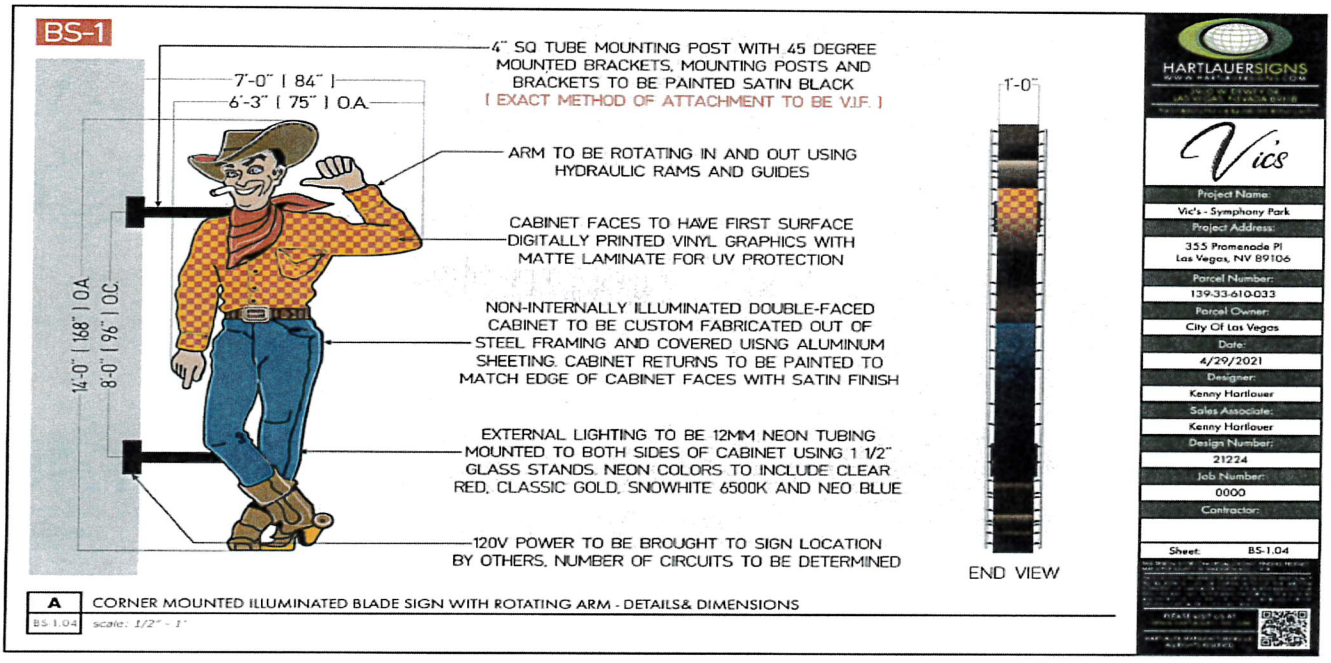
1
NOT FOR CONSTRUCTION

VIC'S AT SYMPHONY PARK - CONCEPTUAL PLANNING
SCALE: 1/8" = 1'-0"
DATE: 06/01/2021

Jones Greenwald : architecture & design
© all rights reserved

Vic's

SIGNAGE



Vic's

SIGNAGE



2
NOT FOR CONSTRUCTION

VIC'S AT SYMPHONY PARK - RENDERING (PHOTO MOCK-UP)
SCALE: NTS
DATE: 05/16/2021

Jones Greenwold | architecture & design
© all rights reserved

Vic's

MARKETING

WE CURRENTLY OWN AND OPERATE A TAVERN IN THE CITY OF LAS VEGAS CELEBRATING OUR 25TH ANNVERSARY.

SOCIAL REACH AND IMPRESSIONS
FACEBOOK - INSTAGRAM
DECEMBER 1, 2018 - DECEMBER 1, 2019
LAS VEGAS MARKET

REACH OVER 350,000 PER MONTH
IMPRESSIONS OVER 3,000,000 PER YEAR

EMAIL DATABASE
LAS VEGAS
VIA STONEYS ROCKIN COUNTRY
COUNTRY AF RADIO
SANTA FE MINING COMPANY
PIONEER HOTEL
69K SUBSCRIBERS

FACEBOOK
STONEYS ROCKIN COUNTRY - 32,000
COUNTRY AF RADIO - 8,400
SANTA FE MINING COMPANY - 1,000

INSTAGRAM
STONEYS ROCKIN COUNTRY - 20,000
COUNTRY AF RADIO - 14,500
SANTA FE MINING COMPANY - 150

ONLINE RADIO
COUNTRY AF RADIO
35K LAS VEGAS MONTHLY LISTENERS

MARKET TARGET

SMITH CENTER, SYMPHONY PARK RESIDENCES, MARRIOTT HOTEL/MEDICAL OFFICES
RANCHO SPRINGS/RANCHO BEL AIR/RANCHO CIRCLE & SCOTCH 80'S AREAS
PALOMINO AND PINTO PALOMINO AREAS

Vic's

LVA MUSIC PARTNERSHIP



THE LOWDEN THEATER IS A CORNERSTONE OF THE MASTER PLAN THAT HAS NOW MADE THE HISTORIC FORMER LAS VEGAS HIGH SCHOOL INTO A RELEVANT ARTS-DRIVEN URBAN CAMPUS BELOVED BY ITS STUDENTS. THE BUILDING WAS DESIGNED TO COMPLEMENT TWO REPURPOSED ART DECO STRUCTURES, NOW STUDIOS, THAT ARE LISTED ON THE REGISTER OF HISTORIC PLACES AND STRUCTURES. THE LOWDEN FAMILY CONTINUES TO SUPPORT AND DONATE SCHOLARCHIPS LAS VEGAS ACADEMY, THE CITY'S SCHOOL OF THE ARTS, OFFERS MAGNET PROGRAMS FOR STUDENTS OF VISUAL ARTS AND LIVE PERFORMANCE. THE DISTRICT'S GOAL WAS TO PROVIDE FOCUSED TRAINING FOR LOCAL STUDENTS WHO WERE INTERESTED IN CAREERS WORKING IN THE CITY'S NUMEROUS SHOW ROOMS. THE LOWDEN THEATER IS A 750-SEAT THEATRE SUFFICIENTLY EQUIPPED TO PROVIDE TECHNICAL THEATRE GRADUATES WITH HANDS-ON EXPERIENCE TO QUALIFY THEM TO WORK LOCALLY. AS A RESULT, STUDENTS, ASPIRING TO WORK AS STAGEHANDS, CAN STAY IN LAS VEGAS AND GET THE APPROPRIATE TRAINING WITHOUT THE ADDED COST AND YEARS OF ATTENDING A COLLEGE OR UNIVERSITY.

Vic's

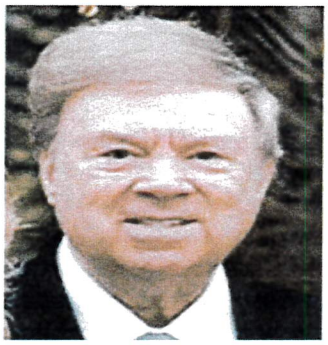
LVA/VIC'S INTERN PROGRAM

THE LOWDEN FAMILY AND THE WORLD JAZZ STUDIES PROGRAM AT LAS VEGAS ACADEMY OF THE ARTS IS COMMITTED TO INSPIRING CREATIVE MINDS IN THE FIELD OF AMERICA'S TRUE ART FORM, JAZZ. STUDENTS UNDERGO A RIGOROUS AND COMPETITIVE AUDITION PROCESS FOR ADMITTANCE. VIC'S IS PROVIDING THESE STUDENTS A PAID INTERNSHIP PERFORMANCE PROGRAM 2-3 NIGHTS PER WEEK.

THE LVA MUSIC CONSERVATORY IS A 12-TIME RECIPIENT OF THE GRAMMY SIGNATURE SCHOOL AWARD, MORE THAN ANY OTHER SCHOOL IN THE COUNTRY. RECENT AWARDS RECEIVED BY THE LVA WORLD JAZZ STUDIES PROGRAM INCLUDE A 2021 DOWNBEAT AWARD FOR LARGE JAZZ ENSEMBLE (17-TIME DOWNBEAT AWARD WINNER), A 2020 YOUNGARTS MERIT WINNER, AND HAVE BEEN AWARDED "BEST IN STATE" AT EVERY RENO JAZZ FESTIVAL IN ATTENDANCE. THEY HAVE BEEN INVITED TO PERFORM AT THE MONTEREY JAZZ FESTIVAL THIS SEPTEMBER AND AT THE LARGEST MUSIC EDUCATION CONFERENCE, THE MIDWEST CLINIC, IN CHICAGO THIS DECEMBER. STUDENTS IN THE LVA WORLD JAZZ STUDIES PROGRAM HAVE WORKED WITH BOB MINTZER, JOEL FRAHM, LOUIE BELLSON, RANDY BRECKER, DEE DEE BRIDGEWATER, STEVE DAVIS, PETER ERSKINE, JEFF HAMILTON, CHRIS POTTER, NAT REEVES, TOM SCOTT, MARLENA SHAW, THE JUILLIARD JAZZ BAND, CLINT HOLMES, GEORGE GARZONE, JIMMY COBB, AND COREY CHRISTIANSEN, AMONG OTHERS.

Vic's

PAUL LOWDEN



PAUL LOWDEN HAS BEEN PLAYING MUSIC ALL OF HIS LIFE. HE HAS BEEN A PROFESSIONAL MUSICIAN, ORCHESTRA LEADER AND ACCOMPANIST FOR MANY PERFORMERS. PAUL IS A SUCCESSFUL BUSINESSMAN AND HOTELIER IN LAS VEGAS, NEVADA. AT ONE TIME HE WAS THE MAJORITY OWNER OF 4 HOTELS IN SOUTHERN NEVADA, INCLUDING THE FAMOUS SAHARA HOTEL ON THE LAS VEGAS STRIP. HE HAS SERVED ON MANY NON-PROFIT BOARDS INCLUDING THE LAS VEGAS CHAMBER OF COMMERCE AND THE MUSCULAR DYSTROPHY ASSOCIATION. PAUL RECEIVED THE HUMANITARIAN OF THE YEAR AWARD FROM MDA. PAUL HOSTED THE FAMOUS JERRY LEWIS MDA TELETHON AT THE SAHARA HOTEL FOR MANY YEARS. BECAUSE OF HIS LOVE OF CHILDREN IN NEED AND THE ARTS, HE HAS DEVOTED MUCH OF HIS PHILANTHROPIC EFFORTS TOWARDS YOUNG PEOPLE. THE LAS VEGAS ACADEMY OF THE ARTS, A MAGNET PUBLIC SCHOOL, NAMED IT'S NEW FACILITY THE LOWDEN THEATRE TO HONOR THE LOWDEN FAMILY FOR THEIR DEDICATION AND FINANCIAL SUPPORT TOWARDS THE YOUNG PEOPLE AT THE SCHOOL. BORN IN WILMINGTON, DELAWARE, PAUL STARTED WORKING IN NEVADA IN 1961. PAUL HAS BEEN MARRIED FOR 38 YEARS TO HIS WIFE, SUE. THEY HAVE 4 CHILDREN AND 3 GRANDCHILDREN WHO ALL RESIDE IN LAS VEGAS, NEVADA. PAUL CONTINUES TO BE INVOLVED IN THE MUSIC BUSINESS AS PRODUCER AND PLAYER. HE CONTINUES TO SUPPORT MANY CHARITABLE ORGANIZATIONS AND CURRENTLY SERVES AS PRESIDENT OF CLASSICS FOR KIDS FOUNDATION AND AS A DIRECTOR OF THE GREAT AMERICAN SONGBOOK FOUNDATION FOUNDED BY MICHAEL FEINSTEIN , A CULTURAL AFFILIATE OF THE LOS ANGELES BASED GRAMMY MUSEUM.

Vic's

SUE LOWDEN



SUE LOWDEN IS A WOMAN OF MANY ACCOMPLISHMENTS, ACCOLADES, AND TALENTS. LOWDEN, A NEVADA GAMING LICENSEE, CURRENTLY SERVES AS THE SECRETARY/TREASURER AT ARCHON CORPORATION, A NEVADA GAMING, REAL ESTATE, AND ENTERTAINMENT COMPANY. AS A FORMER NEVADA STATE SENATOR, LOWDEN WAS CHAIRWOMAN OF THE NEVADA REPUBLICAN PARTY AND SERVED AS THE CHAIRWOMAN OF TAXATION. SHE SPONSORED THE BILL FOR THE VETERANS CEMETERY IN BOULDER CITY AS WELL AS THE BILL FOR THE VETERANS LICENSE PLATES. LOWDEN WAS NAMED "WOMAN OF THE YEAR" BY THE REPUBLICAN WOMEN OF LAS VEGAS AND "SENATOR OF THE YEAR" FROM THE CLARK COUNTY REPUBLICAN PARTY. PRIOR TO THAT, LOWDEN WORKED AS AN ANCHOR/REPORTER AT KLAS-TV 8 (CBS) AND IS NOW A MEMBER OF THE KLAS-TV 8 HALL OF FAME. KLAS-TV 8 (CBS) WON AN EMMY® FOR "BEST NEWSCAST" AND THE CLARK COUNTY SCHOOL DISTRICT AWARD FOR "BEST COVERAGE OF EDUCATION ISSUES." LOWDEN TAKES PRIDE IN SERVING HER COMMUNITY, AND HER MANY PERSONAL AND PROFESSIONAL AFFILIATIONS AND ACCOLADES.

IN ADDITION TO HER EMMY®, LOWDEN HAS WON A VARIETY OF AWARDS INCLUDING THE HUMANITARIAN OF THE YEAR AWARD FROM THE LAS VEGAS MUSCULAR DYSTROPHY ASSOCIATION, A WOMAN OF ACHIEVEMENT AWARD FROM THE LAS VEGAS CHAMBER OF COMMERCE, AND THE HADASSAH WOMAN OF THE YEAR AWARD FROM THE LAS VEGAS JEWISH FEDERATION, AMONG MANY OTHERS.

LOWDEN IS MARRIED TO PAUL W. LOWDEN III AND HAS FOUR CHILDREN AND THREE GRANDCHILDREN.

Vic's

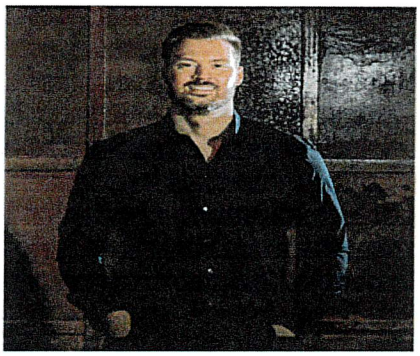
CHRIS LOWDEN



CHRIS LOWDEN IS NOT YOUR AVERAGE LAS VEGAS, NEVADA BUSINESSMAN WHO HAPPENS TO LOVE COUNTRY MUSIC, HE'S A NATIVE ENTERTAINMENT VETERAN WITH A PEDIGREE AS LONG AS THE STRIP ITSELF. LAS VEGAS IS HOME AND HIS PASSION AND VISION FOR MAKING STONEY'S ROCKIN' COUNTRY THE LANDMARK VENUE, WHERE REAL COUNTRY MUSIC LIVES, ON LAS VEGAS BOULEVARD IS BOUNDLESS. LOWDEN IS THE FOUND ER OF THE 2018 AND 2019 ACM-NOMINATED NIGHTCLUB OF THE YEAR AND HOLDS MULTIPLE GOLD AND BRONZE WINS, FROM THE LAS VEGAS REVIEW JOURNAL'S ANNUAL BEST OF LAS VEGAS POLLS, FOR BEST COUNTY BAR. STONEY'S ENJOYS THE COVETED GOLD POSITION AS THE #1 NIGHTCLUB IN LAS VEGAS IN THEIR 2018 POLL AND THE 2018 WINNER AS BEST COUNTRY BAR FOR THE NATIONAL NIGHTCLUB AND BAR ASSOCIATION. LOWDEN, A RENOWNED NIGHTCLUB OWNER, CASINO OPERATIONS PROFESSIONAL, CONCERT PROMOTER, TALENT BUYER, MANAGER AND PRODUCER IS REGARDED AS ONE OF THE ENTERTAINMENT INDUSTRY'S MORE VERSATILE PERSONALITIES. AS PRESIDENT OF PORCHLIGHT, CHRIS OVERSEES ALL ASPECTS OF THE BUSINESS WITH OFFICES IN BOTH NASHVILLE, TN AND LAS VEGAS, NV.

Vic's

PAUL LOWDEN

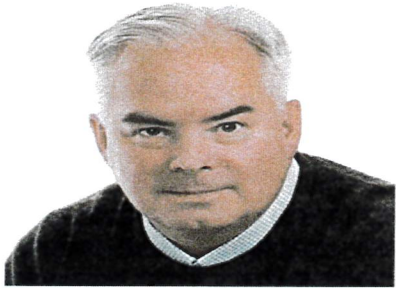


A LAS VEGAS NATIVE, PAUL LOWDEN HAS GROWN UP IN THE HOTEL AND CASINO INDUSTRY HIS ENTIRE LIFE. A PURVEYOR OF TRENDS IN RESTAURANT AND NIGHTLIFE INDUSTRIES, PAUL IN TEGRATES HIS KNOWLEDGE INTO EACH OF THE COMPANY'S HOSPITALITY OPERATIONS WITH A FOCUS ON RELEVANCY AND OVERALL EXPERIENCE LEVEL. SINCE 2009, HE'S BEEN INVOLVED IN NEARLY EVERY OPERATION UNDER ARCHON CORPORATION, INCLUDING THE SANTA FE MINING COMPANY, A LOCAL TAVERN OWNED AND OPERATED BY THE COMPANY FOR THE LAST 25 YEARS.

A GRADUATE FROM LOYOLA MARYMOUNT UNIVERSITY, PAUL ALSO MAINTAINS ROLES AT THE CORPORATE LEVEL. HE IS CURRENTLY A MEMBER OF THE ARTS COMMISSION FOR THE CITY OF LAS VEGAS.

Vic's

GERALD KOSLOW



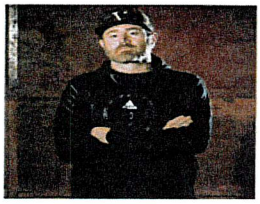
GERALD KOSLOW, FINANCE – CFO AND CONTROLLER WITH GAMING EQUIPMENT MANUFACTURERS IN LAS VEGAS, INCLUDING SHUFFLE MASTER, INC., AND GAMING PARTNERS INTERNATIONAL CORPORATION. ALSO LEAD FINANCIAL FUNCTIONS FOR THE UPPER DECK COMPANY (SPORTS TRADING CARDS) AND ENRECO, INC. (CIVIL CONSTRUCTION AND ENVIRONMENTAL REMEDIATION). EXPERIENCE INCLUDES RAISING DEBT AND EQUITY, TREASURY, PUBLIC COMPANY REPORTING AND SECURITIES ISSUANCE, INVESTOR RELATIONS, TAXATION AND REGULATORY COMPLIANCE. GRADUATE OF THE WHARTON SCHOOL OF THE UNIVERSITY OF PENNSYLVANIA AND ALUMNUS OF PRICE WATERHOUSE CPAS.

Vic's

MARKETING AND OPERATIONS

JEFF "TOAD" HIGGINBOTHAM

MARKETING DIRECTOR



BRINGING A WEALTH OF KNOWLEDGE SPANNING MORE THAN 25 YEARS IN STRATEGIC BRAND MANAGEMENT AND ACTIVATION, MUSIC AND MARKETING INDUSTRY VETERAN JEFF "TOAD" HIGGINBOTHAM HAS EXPERIENCE IN ONLINE MARKETING, WEB DESIGN AND CONTENT DEVELOPMENT, WEB-BASED ADVERTISING AND PROMOTIONS, SEARCH ENGINE AND DATABASE MARKETING, MEDIA COMMUNICATIONS, AND TREND AWARENESS. OVER THE LAST 14 YEARS, HIGGINBOTHAM SERVES AS THE MARKETING DIRECTOR AND CO-BUYER AT PORCHLIGHT HOSPITALITY, LLC., WHO OWNS AND OPERATES STONEY'S ROCKIN' COUNTRY IN LAS VEGAS, NV. PRIOR TO THAT, HE WORKED WITH SUCH BLUE-CHIP BRANDS AS DISNEY, M&M MARS CORPORATION AND UNCLE BEN'S, MANAGING THE RESPECTIVE BRAND'S EMAIL AND TRADITIONAL MARKETING EFFORTS.

"TOAD IS MY RIGHT HAND AND THE IDEA MAN RESPONSIBLE FOR OVERSEEING A&R, MARKETING, ADVERTISING, SOCIAL MEDIA, AND WEB DEVELOPMENT; AND IF YOU ASKED HIM TO ADD SOMETHING ELSE TO THAT LIST, HE'D LEARN IT BEFORE YOU'RE DONE READING THIS," BOASTED PORCHLIGHT HOSPITALITY OWNER CHRIS LOWDEN. "IT'S THE COMBINATION OF HIS DRIVE AND SKILLSET THAT HAS SCORED TOAD MENTIONS IN PUBLICATIONS LIKE BILLBOARD AND ROLLING STONE, AMONG OTHERS, AND I AM PROUD TO HAVE HIM ON OUR TEAM."

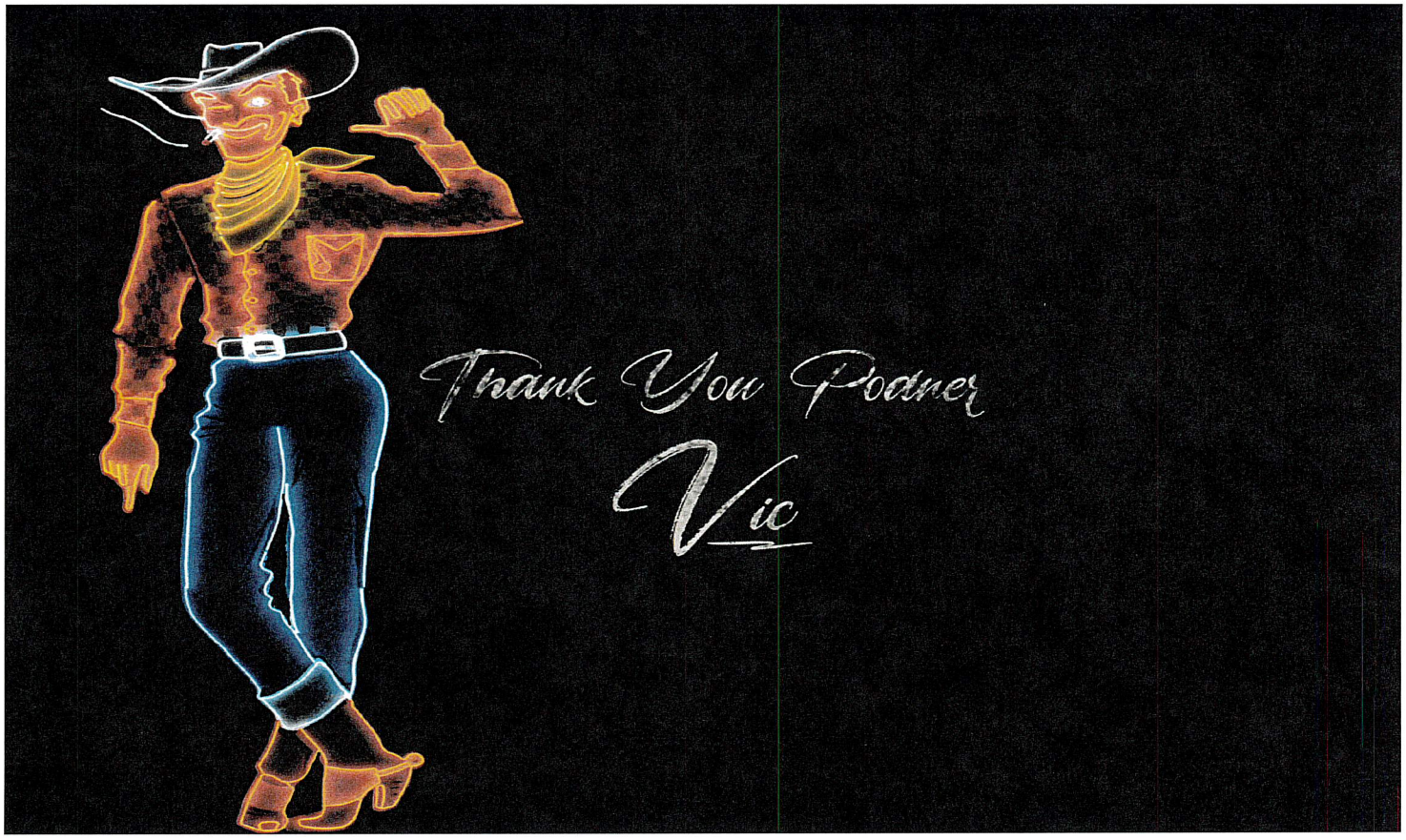
RAY BROWN

OPERATIONS DIRECTOR

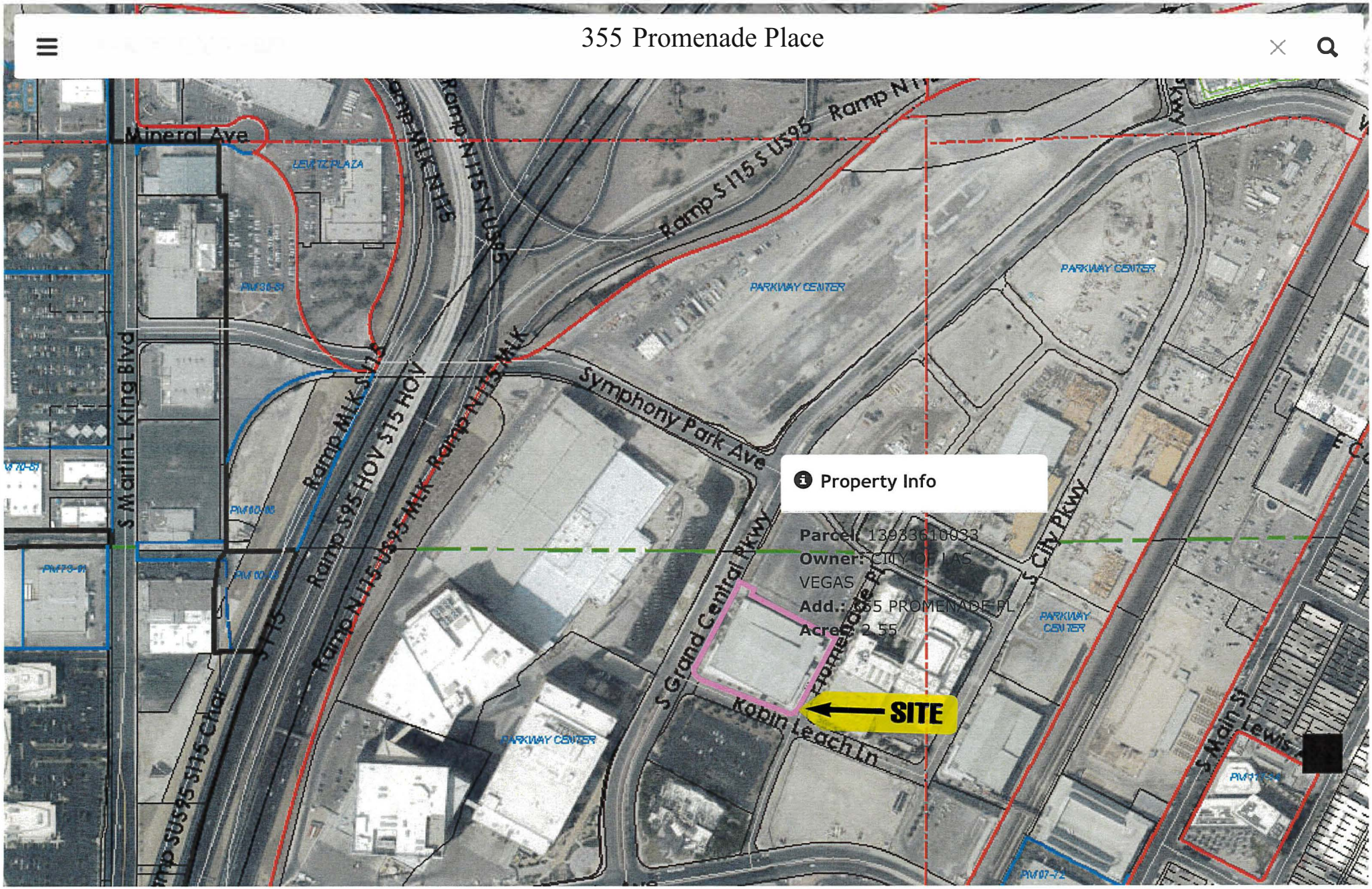


BORN AND RAISED IN NEVADA, RAY BROWN HAS BEEN INVOLVED IN A WIDE RANGE OF FOOD AND BEVERAGE OPERATIONS. GRADUATING FROM UNIVERSITY OF NEVADA - RENO, HIS FOCUS WAS BUSINESS MANAGEMENT AND COMMUNICATIONS WHICH EVENTUALLY LED TO OWNING AND OPERATING NUMEROUS RESTAURANTS IN NORTHERN NEVADA. AFTER RETURNING TO LAS VEGAS, RAY BECAME INVOLVED WITH PORCHLIGHT HOSPITALITY LLC AND EVOLVED INTO OPERATIONS MANAGER OF STONEY'S ROCKIN' COUNTRY, STONEY'S ROADHOUSE, & SANTA FE MINING COMPANY.

RAY LOVES MUSIC, ESPECIALLY COUNTRY MUSIC. HE AND HIS WIFE MET AT THE STAGECOACH FESTIVAL AND SHARE THEIR LOVE FOR MUSIC BY ATTENDING CONCERTS ANY CHANCE THEY GET!


Thank You Pooner
Vic

Site Map


355 Promenade Place
Mineral Ave
S Martin L King Blvd
Ramp MLK S I15
Ramp S95 HOV S15 HOV
Ramp N I15 US95 MLK
Ramp N I15 MLK
Ramp S I15 S US95
Symphony Park Ave
S Grand Central Pkwy
S City Pkwy
Promenade Pl
Robin Leach Ln
S Main St
Lewis
PARKWAY CENTER
LEVITZ PLAZA
Property Info
Parcel: 139336610033
Owner: CITY OF LAS VEGAS
Add.: 355 PROMENADE PL
Acres: 2.55
SITE

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
43

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

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Councilwoman Victoria Seaman to the Audit Oversight Committee

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community at large. There is no City residency requirement and no limit to the number of two-year terms which may be served. Councilwoman Seaman was originally appointed to the board in July of 2019 and she currently serves as the Chair of the board.

RECOMMENDATION:
Procedure for this Committee requires appointment/reappointment by the Mayor with ratification by the City Council. Options are to reappoint Councilwoman Seaman or direct staff to bring forward an item to a future meeting to appoint a new nominee.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

AUDIT OVERSIGHT

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**COUNCILWOMAN MICHELLE FIORE**	12-2-2020	12-2-2022
2.	**COUNCILWOMAN VICTORIA SEAMAN**	7-17-2019	7-17-2021
3.	**ERIC PREISS** Director Nevada Film Office	5-15-2019 (Reapp. 5-19-2021)	5-15-2023
4.	**BRENDAN GAUGHAN** Business Owner New Wave Cleaning Solutions, LLC	12-16-2020	12-16-2022
5.	**JOSEPH THRONEBERRY, CFE, CFCI** Manager, Security & Investigations Cox Enterprises, Inc Enterprise Security & Investigations Team	4-6-2016 (Reapp. 5-16-2018) (Reapp 5-20-2020)	4-6-2022

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98,12-7-98). (By-Laws Amended 8-17-2004 by Audit Oversight Committee; removed term limits.)

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council (Two specifically identified members of the City Council and three members of the community-at-large)

TERM: Members shall each serve a term of two years, or until a successor is appointed. No limit to number of terms. Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
44

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

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Russ Martin to a Ward 2 seat of the Parks and Recreation Advisory Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Parks and Recreation Advisory Commission consists of 15 members appointed by the City Council. Terms are for three years, unexpired terms must be filled and there is no limit to the number of terms that may be served. Ward 2 is entitled to appoint two representatives to the board. Mr. Mike Henley occupied one of the Ward 2 seats, and he has resigned. Mr. Martin is eligible and wishes to serve the remainder of Mr. Henley's term, which expires in 2024.

RECOMMENDATION:
Options are: That Ward 2 appoint Mr. Martin or advise staff to bring an item forward at a future meeting to consider a new nominee for this Ward 2 seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

PARKS & RECREATION ADVISORY COMMISSION

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**ADROUSHAN (ANDY) ARMENIAN** Mayor Goodman's Appointment	6-4-2008 (Reappt 1-21-2009) (Reappt 2-1-2012) (Reappt 2-4-2015) (Reappt 3-21-2018) (Reappt 3-17-2021)	2-5-2024
2.	**MELODY HOWARD** Ward 6 Appointment	12-6-2017 (Reappt 12-2-2020)	12-6-2023
3.	**JESUS JIMENEZ** Ward 3 Appointment	3-6-2019	3-6-2022
4.	**ALMENDRA JOHNSON** Ward 1 Appointment	3-17-2021	3-17-2024
5.	**RICHARD BECKER** Ward 2 Appointment	10-3-2012 (Reappt 12-19-2012) (Reappt 1-6-2016) (Reappt 3-6-2019)	1-7-2022
6.	**STEVEN NEIGER** Ward 4 Appointment	11-15-2015 (Reappt 1-3-2018)	12-3-2021
7.	**MICAELA KELLER** Ward 3 Appointment	3-18-2020	3-18-2023
8.	**AUDREY ASSELIN** Ward 4 Appointment	11-15-2017 (Reappt 11-18-2020)	11-15-2023
9.	**MALCOLM D. WHITE** Mayor Appointment	11-7-2001 (Reappt 4-7-2004) (Reappt 3-7-2007) (Reappt 3-17-2010) (Reappt 3-6-2013) (Reappt 5-4-2016) (Reappt 8-7-2019)	4-7-2022
10.	**LISA B. SHERMAN** (Formerly Lisa Cavaretta) Mayor Appointment	4-1-1992 (Reappt 4-5-1995) (Reappt 3-23-1998) (Reappt 3-7-2001) (Reappt 3-17-2004) (Reappt 3-7-2007) (Reappt 3-17-2010) (Reappt 3-6-2013) (Reappt 5-4-2016) (Reappt 8-7-2019)	4-1-2022
11.	**ELIZABETH GEBRE** Ward 5 Appointment	7-1-2015 (Reappt 8-1-2018) (Reappt 4-21-2021)	4-15-2024
12.	**BOB BRIARE** Ward 1 Appointment	9-20-2017 (Reappt 10-7-2020)	9-20-2023
13.	**MIKE HENLEY** Ward 2 Appointment	11-16-2016 (Reappt 4-18-2018) (Reappt 4-7-2021)	4-15-2024
14.	**WILLIAM MCCURDY** Ward 5 Appointment	12-5-2001 (Reappt 1-22-2003) (Reappt 1-18-2006) (Reappt 1-21-2009) (Reappt 2-15-2012) (Reappt 3-4-2015) (Reappt 5-2-2018) (Reappt 3-3-2021)	2-20-2024
15.	**LARRY SCHULTZ** Ward 6 Appointment	1-6-2016 (Reappt 12-6-2017) (Reappt 11-18-2020)	11-15-2023

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Parks & Recreation Board.

AUTHORITY: LVMC 2.42

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Ord. 3554)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: No City residency requirement.
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 1st Tuesday of each month, 4:00 P.M., 495 South Main Street 2nd Floor Clerk's Conference Room

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
45

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-26 - For possible action - Adopts the City of Las Vegas 2050 Master Plan; repeals the Las Vegas 2020 Master Plan, as well as the elements of the 2020 Plan that have been added or amended since that Plan's adoption; and makes corresponding adjustments to various provisions of LVMC Title 19. Proposed by: Tom Perrigo, Chief Operations and Development Officer

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will adopt by reference the City of Las Vegas 2050 Master Plan, which was approved by vote of the City Council on June 2, 2021. The bill will also repeal the Las Vegas 2020 Master Plan, as well as the elements of the 2020 Plan that have been added or amended since that Plan's adoption, and make corresponding adjustments to various provisions of LVMC Title 19. The bill provides appropriate provisions allowing for a transition from 2020 Master Plan documents to those that form part of the 2050 Master Plan.

RECOMMENDATION:
ADOPTION at the July 21, 2021 City Council meeting as a First Amendment pursuant to the July 6, 2021 City Council meeting

First Reading - 6/16/2021 First Publication – 7/8/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-26
2. Bill No. 2021-26, First Amendment

BILL NO. 2021-26

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE CITY OF LAS VEGAS 2050 MASTER PLAN; REPEAL THE LAS VEGAS 2020 MASTER PLAN, INCLUDING THE ELEMENTS OF THE 2020 PLAN THAT HAVE BEEN ADDED OR AMENDED SINCE THAT PLAN'S ADOPTION; MAKE CORRESPONDING ADJUSTMENTS TO VARIOUS PROVISIONS OF LVMC TITLE 19; AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Chief Operations and Development Officer

Summary: Adopts the City of Las Vegas 2050 Master Plan; repeals the Las Vegas 2020 Master Plan, as well as the elements of the 2020 Plan that have been added or amended since that Plan's adoption; and makes corresponding adjustments to various provisions of LVMC Title 19.

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

SECTION 1: That certain document entitled "City of Las Vegas 2050 Master Plan," the material provisions of which were approved by vote of the Planning Commission on April 13, 2021, and the provisions of which were approved by City Council vote on June 2, 2021, is hereby adopted by reference in accordance with NRS 278.220. That document, hereafter the "2050 Master Plan." contains all elements required by NRS 278.160 to be included in a city's master plan.

SECTION 2: Except as otherwise provided in Section 3 of this Ordinance, the following documents are hereby repealed:

(A) That certain document entitled "Las Vegas 2020 Master Plan," adopted by Ordinance No. 5250.

(B) All elements of the Las Vegas 2020 Master Plan that have been added or amended subsequent to the adoption of that Plan.

SECTION 3: Any maps, figures, terms, or other aspects of the Las Vegas 2020 Master Plan that are referred to or incorporated by provisions of LVMC Title 19 or any other ordinance or regulatory document shall continue in effect, but only to the extent deemed necessary or appropriate in order to give meaning to the reference or incorporation. In addition, the Trails Element of the Las Vegas 2020 Master Plan,

as adopted by Ordinance No. 6237 and subsequently amended, hereafter the "Trails Element," shall remain in effect until the adoption of an ordinance amending LVMC Chapter 19.04 to specifically address the means of implementing the aspects of the City of Las Vegas 2050 Master Plan that pertain to trails. Until the adoption of that ordinance, the Trails Element shall control in the event of any conflict or inconsistency with a corresponding element or aspect of the City of Las Vegas 2050 Master Plan.

SECTION 4: Pursuant to NRS 278.230, the City Council is required to use appropriate means to put into effect any master plan it adopts, with the intent to have that plan serve as 1) a pattern and guide for that kind of orderly physical growth and development of the City which will cause the least amount of natural resource impairment and will conform to the adopted population plan, and ensure an adequate supply of housing, including affordable housing; and 2) a basis for the efficient expenditure of City funds relating to the elements of the master plan. Among the means the City Council has used in the past and will use in the future to implement a master plan are the adoption of other and related planning documents and the adoption and enforcement of zoning regulations by means of ordinance. In addition, with respect to the 2050 Master Plan adopted by this Ordinance, the City Council authorizes and directs the City Manager, to the extent practicable, to implement the 2050 Master Plan through the departments of the City, any designated staff, and otherwise as described in, but without being limited by, Chapter 5 of the 2050 Master Plan. Such efforts may include:

(A) Regularly adopting interim Strategic Action Plans and departmental business plans that incorporate the priorities of the City Council and the recommended goals, key actions, and implementation strategies identified throughout the 2050 Master Plan, and that align with the City's adopted budget.

(B) Carrying out policies and regulations that have been duly adopted by the City Council or City Manager.

(C) Completing capital improvement projects pursuant to a conforming adopted capital improvement plan.

(D) Entering into partnerships and actively collaborating with regional and community

stakeholders.

(E) Requesting appropriate legislative changes to effectuate the plan, streamline good governance, and enable government efficiency.

(F) Ensuring that any future sub-plans, studies, inventories, strategies, surveys, and assessments largely conform and are consistent with the 2050 Master Plan.

(G) Maintaining an accessible dashboard on the City's website that displays the status of the 2050 Master Plan's identified outcomes, key actions and implementation strategies, as well as other useful information.

SECTION 5: The 2050 Master Plan designates sixteen "Areas of the City" representing the collection of neighborhoods, districts, and nodes of various parts of the City, all as described within Chapter 2. The City Council authorizes and directs:

(A) The Department of Planning to maintain an official map depicting the "Areas of the City" and describe the existing conditions, demographics, socio-economics, and proposed projects and implementation activities of each respective area.

(B) The City, through its departments, to work with persons representative of each area to develop respective special area plans and establish priorities for implementing recommended improvements.

SECTION 6: As part of the Land Use Component, the 2050 Master Plan introduces five new land use "place types" that will function much like traditional land use designations within the 2050 Master Plan (sometimes referred to by the City as General Plan designations) but will facilitate future rezoning actions to help achieve land use goals within the 2050 Master Plan. The "place types" are known as "Transit Oriented Development 1," "Transit Oriented Development 2," "Transit Oriented Corridor 1," "Transit Oriented Corridor 2," and "Neighborhood Mixed Use Center" (abbreviated, respectively, as TOD-1, TOD-2, TOC-1, TOC-2, and NMXU). In connection with the adoption of the 2050 Master Plan, it has been proposed to change the land use designations of approximately 3,000 parcels to correspond to one of the new "place types." Those parcels are listed in Exhibit A, which is attached to and incorporated within

this Ordinance. The existing land use designation for each parcel listed is shown in the column with the heading "Current General Plan," and the corresponding "place type" for each parcel is shown in the column with the heading "Proposed General Plan." Although this Ordinance assigns new Master Plan-related land use designations to the listed parcels in the form of "place types," the zoning designations of those parcels remain in place under rezoned in the future. During the period of time between when this Ordinance becomes effective and the parcels listed in Exhibit A are rezoned to correspond to their land use designations under the City of Las Vegas 2050 Master Plan, the zoning of those parcels shall be deemed to be in conformance with the City of Las Vegas 2050 Master Plan, taking into account the impracticality of transitioning immediately from one master plan to another.

SECTION 7: The intent of the City Council regarding Section 6 of this Ordinance and the reassignment of parcels to new "place types" as land use designations for those parcels is for that reassignment to be effective for a period of at least three years. The Council acknowledges the possible need for the City to make adjustments or correct errors during that period, and any such adjustments or corrections may be initiated by the Department of Planning at the Director's discretion. However, the City Council does not intend to make any changes or adjustments at the instance of property owners other than the City, and the Director is authorized to not accept applications to make such changes or adjustments until August 1, 2024, at the earliest.

SECTION 8: The adoption of the 2050 Master Plan shall not be deemed to impair any previously adopted special area plan or development agreement, nor any previously approved entitlement or condition of entitlement approval.

SECTION 9: Following the adoption of this Ordinance, the Department of Planning is authorized and directed to:

(A) Publish the City of Las Vegas 2050 Master Plan in final form.

(B) File with the City Clerk an attested copy of the City of Las Vegas 2050 Master Plan.

SECTION 10: At least once each calendar year following the adoption of this Ordinance, the Department of Planning shall prepare a report evaluating the progress of the implementation of the 2050

Master Plan and the status of the 2050 Master Plan's identified outcomes and key actions, and thereafter present the report to both the Planning Commission and the City Council. In connection with its consideration of the report, the Planning Commission may formulate for presentation to the City Council recommendations with respect to further implementation of the 2050 Master Plan.

SECTION 11: In connection with maintenance and implementation of the 2050 Master Plan, the Department of Planning is authorized from time to time to correct errors and incorporate updates that have been properly approved. Amendments or modifications shall be processed in accordance with applicable statutes and ordinances.

SECTION 12: 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 13 to 24, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 13: Title 19, Chapter 6, Section 120, is hereby amended by deleting Footnote 2 to Table 3 and replacing it with the following Footnote 2:

2. Except for parcels located within the revitalization area described in this Footnote 2, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of this Footnote 2, the revitalization area encompasses locations that are included within the following Areas of the City, as described in Chapter 2 of the Master Plan, Sections IIA through IIF: Downtown Las Vegas, East Las Vegas, West Las Vegas, Downtown South, Charleston, and Twin Lakes.

SECTION 14: Title 19, Chapter 6, Section 140, is hereby amended by amending Paragraph A.2.a to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 15: Title 19, Chapter 8, Section 70, is hereby amended by deleting Footnote 2 to Table 3 and replacing it with the following Footnote 2:

2. Except for parcels located within the revitalization area described in this Footnote 2, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of this Footnote 2, the revitalization area encompasses locations that are included within the following Areas

of the City, as described in Chapter 2 of the Master Plan, Sections IIA through IIF: Downtown Las Vegas, East Las Vegas, West Las Vegas, Downtown South, Charleston, and Twin Lakes.

SECTION 16: Title 19, Chapter 8, Section 80, is hereby amended by deleting Footnote 2 to Table 3 and replacing it with the following Footnote 2:

2. Except for parcels located within the revitalization area described in this Footnote 2, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of this Footnote 2, the revitalization area encompasses locations that are included within the following Areas of the City, as described in Chapter 2 of the Master Plan, Sections IIA through IIF: Downtown Las Vegas, East Las Vegas, West Las Vegas, Downtown South, Charleston, and Twin Lakes.

SECTION 17: Title 19, Chapter 8, Section 120, is hereby amended by amending Paragraph A.2.a to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 18: Title 19, Chapter 10, Section 140, is hereby amended by amending Paragraph B.1.b to replace the phrase "Las Vegas 2020 Master Plan," as well as all the remaining language of B.1.b, with the phrase "Master Plan."

SECTION 19: Title 19, Chapter 10, Section 150, is hereby amended by amending Paragraph G.6 to replace the phrase "Historic Properties & Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan" with the phrase "aspects of the Master Plan that serve as the historic preservation element of that Plan."

SECTION 20: Title 19, Chapter 12, Section 70, is hereby amended by amending the Description of the use "Utility Transmission Line (Class I)" to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 21: Title 19, Chapter 12, Section 70, is hereby amended by amending the Description of the use "Utility Transmission Line (Class II)" to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 22: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Utility Transmission Line (Class I)" to replace the phrase "Las Vegas 2020 Master

Plan" with the phrase "Master Plan."

SECTION 23: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Utility Transmission Line (Class II)" to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 24: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

Master Plan. Except where the context otherwise requires, refers to the General Plan.

SECTION 25: For purposes of Section 2.100(3) of the City Charter, the following Sections are deemed to be subchapters rather than sections:

19.06.120

19.06.140

19.08.070

19.08.080

19.08.120

19.10.140

19.10.150

19.12.070

19.18.020

SECTION 26: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 13 to 24, inclusive, of this Ordinance.

SECTION 27: 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 28: 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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-21
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 _____, 2021, 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 _____, 2021, 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

FIRST AMENDMENT

BILL NO. 2021-26

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THE CITY OF LAS VEGAS 2050 MASTER PLAN; REPEAL THE LAS VEGAS 2020 MASTER PLAN, INCLUDING THE ELEMENTS OF THE 2020 PLAN THAT HAVE BEEN ADDED OR AMENDED SINCE THAT PLAN'S ADOPTION; MAKE CORRESPONDING ADJUSTMENTS TO VARIOUS PROVISIONS OF LVMC TITLE 19; AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Tom Perrigo, Chief Operations and Development Officer

Summary: Adopts the City of Las Vegas 2050 Master Plan; repeals the Las Vegas 2020 Master Plan, as well as the elements of the 2020 Plan that have been added or amended since that Plan's adoption; and makes corresponding adjustments to various provisions of LVMC Title 19.

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

SECTION 1: That certain document entitled "City of Las Vegas 2050 Master Plan," the material provisions of which were approved by vote of the Planning Commission on April 13, 2021, and the provisions of which were approved by City Council vote on June 2, 2021, is hereby adopted by reference in accordance with NRS 278.220. That document, hereafter the "2050 Master Plan." contains all elements required by NRS 278.160 to be included in a city's master plan.

SECTION 2: Except as otherwise provided in Section 3 of this Ordinance, the following documents are hereby repealed:

(A) That certain document entitled "Las Vegas 2020 Master Plan," adopted by Ordinance No. 5250.

(B) All elements of the Las Vegas 2020 Master Plan that have been added or amended subsequent to the adoption of that Plan.

SECTION 3: Any maps, figures, terms, or other aspects of the Las Vegas 2020 Master Plan that are referred to or incorporated by provisions of LVMC Title 19 or any other ordinance or regulatory document shall continue in effect, but only to the extent deemed necessary or appropriate in order to give

meaning to the reference or incorporation. In addition, the Trails Element of the Las Vegas 2020 Master Plan, as adopted by Ordinance No. 6237 and subsequently amended, hereafter the "Trails Element," shall remain in effect until the adoption of an ordinance amending LVMC Chapter 19.04 to specifically address the means of implementing the aspects of the City of Las Vegas 2050 Master Plan that pertain to trails. Until the adoption of that ordinance, the Trails Element shall control in the event of any conflict or inconsistency with a corresponding element or aspect of the City of Las Vegas 2050 Master Plan.

SECTION 4: Pursuant to NRS 278.230, the City Council is required to use appropriate means to put into effect any master plan it adopts, with the intent to have that plan serve as 1) a pattern and guide for that kind of orderly physical growth and development of the City which will cause the least amount of natural resource impairment and will conform to the adopted population plan, and ensure an adequate supply of housing, including affordable housing; and 2) a basis for the efficient expenditure of City funds relating to the elements of the master plan. Among the means the City Council has used in the past and will use in the future to implement a master plan are the adoption of other and related planning documents and the adoption and enforcement of zoning regulations by means of ordinance. In addition, with respect to the 2050 Master Plan adopted by this Ordinance, the City Council authorizes and directs the City Manager, to the extent practicable, to implement the 2050 Master Plan through the departments of the City, any designated staff, and otherwise as described in, but without being limited by, Chapter 5 of the 2050 Master Plan. Such efforts may include:

(A) Regularly adopting interim Strategic Action Plans and departmental business plans that incorporate the priorities of the City Council and the recommended goals, key actions, and implementation strategies identified throughout the 2050 Master Plan, and that align with the City's adopted budget.

(B) Carrying out policies and regulations that have been duly adopted by the City Council or City Manager.

(C) Completing capital improvement projects pursuant to a conforming adopted capital improvement plan.

(D) Entering into partnerships and actively collaborating with regional and community stakeholders.

(E) Requesting appropriate legislative changes to effectuate the plan, streamline good governance, and enable government efficiency.

(F) Ensuring that any future sub-plans, studies, inventories, strategies, surveys, and assessments largely conform and are consistent with the 2050 Master Plan.

(G) Maintaining an accessible dashboard on the City's website that displays the status of the 2050 Master Plan's identified outcomes, key actions and implementation strategies, as well as other useful information.

SECTION 5: The 2050 Master Plan designates sixteen "Areas of the City" representing the collection of neighborhoods, districts, and nodes of various parts of the City, all as described within Chapter 2. The City Council authorizes and directs:

(A) The Department of Planning to maintain an official map depicting the "Areas of the City" and describe the existing conditions, demographics, socio-economics, and proposed projects and implementation activities of each respective area.

(B) The City, through its departments, to work with persons representative of each area to develop respective special area plans and establish priorities for implementing recommended improvements.

SECTION 6: As part of the Land Use Component, the 2050 Master Plan introduces five new land use "place types" that will function much like traditional land use designations within the 2050 Master Plan (sometimes referred to by the City as General Plan designations) but will facilitate future rezoning actions to help achieve land use goals within the 2050 Master Plan. The "place types" are known as "Transit Oriented Development 1," "Transit Oriented Development 2," "Transit Oriented Corridor 1," "Transit Oriented Corridor 2," and "Neighborhood Mixed Use Center" (abbreviated, respectively, as TOD-1, TOD-2, TOC-1, TOC-2, and NMXU). In connection with the adoption of the 2050 Master Plan, it has been proposed to change the land use designations of approximately 3,000 parcels to correspond to one of

the new "place types." Those parcels whose designations are changed by this Ordinance are listed in the document that is attached to and incorporated within this Ordinance. The existing land use designation for each parcel listed is shown in the column with the heading "Current General Plan," and the corresponding "place type" for each parcel is shown in the column with the heading "Proposed General Plan." Although this Ordinance assigns new Master Plan-related land use designations to the listed parcels in the form of "place types," the zoning designations of those parcels remain in place under rezoned in the future. During the period of time between when this Ordinance becomes effective and the parcels listed in the attached document are rezoned to correspond to their land use designations under the City of Las Vegas 2050 Master Plan, the zoning of those parcels shall be deemed to be in conformance with the City of Las Vegas 2050 Master Plan, taking into account the impracticality of transitioning immediately from one master plan to another.

SECTION 7: The intent of the City Council regarding Section 6 of this Ordinance and the reassignment of parcels to new "place types" as land use designations for those parcels is for that reassignment to be effective for a period of at least three years. The Council acknowledges the possible need for the City to make adjustments or correct errors during that period, and any such adjustments or corrections may be initiated by the Department of Planning at the Director's discretion. However, the City Council does not intend to make any changes or adjustments at the instance of property owners other than the City, and the Director is authorized to not accept applications to make such changes or adjustments until August 1, 2024, at the earliest.

SECTION 8: The adoption of the 2050 Master Plan shall not be deemed to impair any previously adopted special area plan or development agreement, nor any previously approved entitlement or condition of entitlement approval.

SECTION 9: Following the adoption of this Ordinance, the Department of Planning is authorized and directed to:

(A) Publish the City of Las Vegas 2050 Master Plan in final form.

(B) File with the City Clerk an attested copy of the City of Las Vegas 2050 Master Plan.

SECTION 10: At least once each calendar year following the adoption of this Ordinance, the Department of Planning shall prepare a report evaluating the progress of the implementation of the 2050 Master Plan and the status of the 2050 Master Plan's identified outcomes and key actions, and thereafter present the report to both the Planning Commission and the City Council. In connection with its consideration of the report, the Planning Commission may formulate for presentation to the City Council recommendations with respect to further implementation of the 2050 Master Plan.

SECTION 11: In connection with maintenance and implementation of the 2050 Master Plan, the Department of Planning is authorized from time to time to correct errors and incorporate updates that have been properly approved. Amendments or modifications shall be processed in accordance with applicable statutes and ordinances.

SECTION 12: 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 13 to 24, inclusive, of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 13: Title 19, Chapter 6, Section 120, is hereby amended by deleting Footnote 2 to Table 3 and replacing it with the following Footnote 2:

2. Except for parcels located within the revitalization area described in this Footnote 2, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of this Footnote 2, the revitalization area encompasses locations that are included within the following Areas of the City, as described in Chapter 2 of the Master Plan, Sections IIA through IIF: Downtown Las Vegas, East Las Vegas, West Las Vegas, Downtown South, Charleston, and Twin Lakes.

SECTION 14: Title 19, Chapter 6, Section 140, is hereby amended by amending Paragraph A.2.a to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 15: Title 19, Chapter 8, Section 70, is hereby amended by deleting Footnote 2 to Table 3 and replacing it with the following Footnote 2:

2. Except for parcels located within the revitalization area described in this Footnote 2, the maximum building

height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of this Footnote 2, the revitalization area encompasses locations that are included within the following Areas of the City, as described in Chapter 2 of the Master Plan, Sections IIA through IIF: Downtown Las Vegas, East Las Vegas, West Las Vegas, Downtown South, Charleston, and Twin Lakes.

SECTION 16: Title 19, Chapter 8, Section 80, is hereby amended by deleting Footnote 2 to Table 3 and replacing it with the following Footnote 2:

2. Except for parcels located within the revitalization area described in this Footnote 2, the maximum building height for mixed-use development is ten stories, or one hundred fifty feet, whichever is less. For purposes of this Footnote 2, the revitalization area encompasses locations that are included within the following Areas of the City, as described in Chapter 2 of the Master Plan, Sections IIA through IIF: Downtown Las Vegas, East Las Vegas, West Las Vegas, Downtown South, Charleston, and Twin Lakes.

SECTION 17: Title 19, Chapter 8, Section 120, is hereby amended by amending Paragraph A.2.a to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 18: Title 19, Chapter 10, Section 140, is hereby amended by amending Paragraph B.1.b to replace the phrase "Las Vegas 2020 Master Plan," as well as all the remaining language of B.1.b, with the phrase "Master Plan."

SECTION 19: Title 19, Chapter 10, Section 150, is hereby amended by amending Paragraph G.6 to replace the phrase "Historic Properties & Neighborhoods Preservation Plan Element of the Las Vegas 2020 Master Plan" with the phrase "aspects of the Master Plan that serve as the historic preservation element of that Plan."

SECTION 20: Title 19, Chapter 12, Section 70, is hereby amended by amending the Description of the use "Utility Transmission Line (Class I)" to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 21: Title 19, Chapter 12, Section 70, is hereby amended by amending the Description of the use "Utility Transmission Line (Class II)" to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 22: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Utility Transmission Line (Class I)" to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 23: Title 19, Chapter 18, Section 20, is hereby amended by amending the definition of the term "Utility Transmission Line (Class II)" to replace the phrase "Las Vegas 2020 Master Plan" with the phrase "Master Plan."

SECTION 24: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

Master Plan. Except where the context otherwise requires, refers to the General Plan.

SECTION 25: For purposes of Section 2.100(3) of the City Charter, the following Sections are deemed to be subchapters rather than sections:

19.06.120

19.06.140

19.08.070

19.08.080

19.08.120

19.10.140

19.10.150

19.12.070

19.18.020

SECTION 26: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 13 to 24, inclusive, of this Ordinance.

SECTION 27: 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 28: 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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-6-21
_____
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 _____, 2021, 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 _____, 2021, 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

Area of the City	PARCEL	ACRES	Current General Plan		Proposed General Plan	
Angel Park	13828401009	0.87	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Angel Park	13828401010	1.11	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Angel Park	13828401011	2.07	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Angel Park	13832311002	2.31	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832311004	4.65	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832311005	2.54	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832312001	0.96	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832312002	0.84	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832312005	6.04	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832312011	8.64	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832312012	4.00	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832314001	7.66	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832411003	8.28	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412003	9.76	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412005	6.03	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412007	0.78	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412008	1.61	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412009	0.71	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412011	0.46	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412012	1.04	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412014	1.26	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412017	0.96	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412018	2.38	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412023	0.48	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412024	1.15	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412026	1.14	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412027	0.72	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412029	8.92	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832412031	6.19	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832615001	28.47	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832723003	15.61	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832802002	3.01	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)

21-0029
04/15/2021

Angel Park	13832802005	0.63	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13832802006	0.86	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13832816001	1.85	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13832816002	1.67	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13832816003	0.50	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13832816004	0.41	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13832816006	1.46	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13832816007	0.13	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13832818001	1.82	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832818003	0.86	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832818005	4.15	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832818010	0.90	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13832818011	0.72	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	13833401021	0.58	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833401026	4.17	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833401027	3.56	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833401028	3.80	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833401029	0.91	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833401030	0.67	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833401031	0.61	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833416003	0.11	O	Office	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833416005	0.14	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833416007	0.08	O	Office	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833416007	0.08	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833416008	0.71	O	Office	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833416008	0.60	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833416009	0.21	O	Office	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833416010	0.24	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	13833416011	0.16	O	Office	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304405002	1.05	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304405003	0.53	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304405004	0.89	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304406004	1.80	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304406005	0.59	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)

210029
04/05/2021

Angel Park	16304414003	1.19	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304414004	2.15	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304414005	0.78	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304416002	0.66	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304416003	1.21	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304416004	0.87	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304416004	0.58	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304416005	0.91	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304416005	0.90	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304416006	0.80	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304416006	0.69	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304416007	1.28	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304416008	0.59	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304418002	1.79	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304418003	2.09	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304510003	0.87	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304510004	0.92	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304510005	0.01	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304510007	0.34	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304510008	0.57	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304510009	0.32	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304510010	1.26	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304514002	3.95	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304514003	0.58	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304514004	0.64	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Angel Park	16304804002	0.86	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304804004	1.29	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304804004	1.74	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304804005	1.42	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304804006	1.12	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304804007	1.10	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304804008	0.80	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304805004	0.64	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304805004	0.94	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Angel Park	16304805005	0.89	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304805005	0.61	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304805006	1.38	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304805007	0.55	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304805008	2.72	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304805008	1.21	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304806003	0.76	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304806009	0.59	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304806010	2.44	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304812001	1.30	R	Rural - up to 3.59 du/a	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304812001	3.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814003	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814004	0.21	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814005	2.93	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814006	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814007	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814008	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814009	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814010	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814011	0.21	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814012	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304814013	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304815003	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304815004	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304815005	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304815006	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304815007	0.10	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304815008	0.10	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304815010	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304815012	1.48	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304815013	2.05	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16304815014	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Angel Park	16305101002	16.79	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305110004	1.12	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)

21-0029
04/07/2021

Angel Park	16305110006	1.86	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305110007	1.21	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305116002	0.12	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305116006	4.31	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305116007	1.27	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305410002	0.32	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16305410004	5.57	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16305410029	0.72	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16305410030	0.51	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16305410031	3.72	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16305502001	8.01	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305502002	0.24	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Angel Park	16305517003	1.50	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305517004	2.90	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305517005	8.06	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305517006	0.92	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16305517007	3.72	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Angel Park	16306101001	1.96	PF	Public Facility	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306101003	1.30	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306101004	1.10	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306101006	2.51	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306101008	0.61	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306101009	0.27	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306111010	2.77	PR-OS	Park / Recreation / Ope	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306115002	0.91	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306115003	9.35	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306115005	14.30	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306115006	0.39	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306416006	18.11	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Angel Park	16306416008	1.11	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Angel Park	16306710003	17.27	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306810002	8.66	PF	Public Facility	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306814003	13.95	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816002	0.39	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)

21-0029
04/05/2021

Angel Park	16306816003	1.02	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816004	0.59	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816005	0.42	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816007	1.59	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816009	0.73	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816011	0.82	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816013	0.80	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816015	1.06	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816017	0.80	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816019	0.73	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816020	1.13	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816021	1.87	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816024	0.60	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816025	1.28	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816026	1.26	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816027	1.61	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816029	0.64	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816030	0.11	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816031	0.56	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816032	0.64	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816033	0.52	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816034	6.37	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816036	8.56	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816037	1.79	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306816038	0.85	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16306897006	1.04	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16307501005	0.62	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16307501008	1.20	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16307501009	0.58	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16307501012	0.55	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16307501013	0.77	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120006	2.62	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120008	0.54	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120010	0.57	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)

21-0029
04/05/2021

Angel Park	16308120013	0.67	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120016	0.60	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120018	0.43	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120020	0.29	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120022	0.66	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120023	0.47	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120024	0.59	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120026	0.26	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120029	0.07	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120030	0.28	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120031	0.94	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120032	0.92	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120034	0.31	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120037	1.58	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120039	1.79	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120040	0.44	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308120041	0.98	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121006	0.46	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121008	4.89	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121009	0.82	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121010	1.07	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121013	1.16	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121014	1.45	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121015	0.78	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121018	0.91	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121019	0.66	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121021	0.40	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121022	0.26	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121023	0.66	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308121024	0.66	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308501002	2.33	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308501003	25.25	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308502002	1.32	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308502003	0.91	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)

21-0029
04/05/2021

Angel Park	16308502010	1.42	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308502011	2.52	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308510004	0.64	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308510006	1.45	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308510009	5.56	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308510010	1.72	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308510024	0.68	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308510028	0.79	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308510034	0.92	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308510035	0.80	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308510036	0.58	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308510037	0.72	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308513003	5.44	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308513004	3.25	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308513005	0.58	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308513006	1.21	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308513007	0.72	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308513008	0.31	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308601002	2.05	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308601003	0.34	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308601004	2.31	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Angel Park	16308613001	0.88	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Centennial Hills	12519301012	5.09	DR	Desert Rural - up to 2.4	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519313002	0.98	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519313003	0.57	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519313004	5.47	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519313005	0.55	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519313006	1.78	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519313007	0.07	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519314003	1.47	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519314004	1.71	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519314005	0.54	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519314006	0.89	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12519314007	0.04	SC	Service Commercial	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

Centennial Hills	12534110005	1.41	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12534116003	1.85	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12534116004	5.25	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Centennial Hills	12534116005	1.03	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Charleston	13833803001	0.33	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	13833803002	0.51	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	13833803003	0.26	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	13833803004	0.39	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	13834402001	1.20	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834402002	0.28	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834402003	0.18	L	Low - up to 5.49	TOD-1	Transit-Oriented Development (High)
Charleston	13834717012	0.60	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834717013	6.91	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834717014	0.85	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834717015	10.05	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834717016	0.78	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834717017	4.08	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834717018	0.41	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834802001	0.30	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834802002	0.22	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834802003	3.61	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834814001	0.26	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834814002	2.68	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834814003	1.40	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834814004	0.47	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834814005	4.06	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834814006	1.10	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834814007	1.19	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834818002	0.83	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13834819014	0.56	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13834820001	2.73	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13834820006	0.49	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13834820008	0.56	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13834820009	0.80	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)

21(0)29
04/05/2021

Charleston	13834820013	0.45	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13834820014	0.66	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835401001	9.06	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835401002	13.23	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835401003	3.20	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835402001	1.13	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835402002	0.26	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835402006	0.45	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835402007	0.21	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835402008	3.06	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835402011	0.67	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835402012	1.38	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835403001	0.98	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835403004	0.78	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835413001	0.19	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413002	0.17	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413003	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413004	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413005	0.17	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413006	0.17	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413007	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413008	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413009	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413010	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413011	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413012	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835413015	0.55	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835518002	0.98	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13835518006	0.31	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13835518007	0.05	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13835518012	0.62	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13835518014	0.64	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13835518015	0.24	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13835803002	0.56	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)

21-0029
04/05/2021

Charleston	13835803003	0.78	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835803004	0.55	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835803005	1.05	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835804001	0.16	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835805001	0.20	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835806001	1.51	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835806002	0.31	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835806003	0.27	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835806004	0.30	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835806005	0.46	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835811020	0.17	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835811021	0.18	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835811060	0.18	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835811061	0.16	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835813001	0.17	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835813002	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835813003	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835813004	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835813005	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835813006	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835813007	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835813008	0.18	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835813009	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835814025	0.18	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835814026	0.17	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835814027	0.18	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13835816001	3.40	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835816002	4.28	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13835816003	2.47	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836101001	1.19	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112001	0.20	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112002	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112003	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112004	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	13836112005	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112006	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112007	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112008	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112009	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112010	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112011	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112012	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112013	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112014	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112015	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836112016	0.18	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113001	0.20	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113002	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113003	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113004	0.20	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113005	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113006	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113007	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113008	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113009	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113010	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113011	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113012	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113013	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113014	0.13	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113015	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113016	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836113017	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836201012	0.34	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210001	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210002	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210003	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210004	0.18	O	Office	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	13836210007	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210008	0.18	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210009	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210010	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210011	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210012	0.19	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210013	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210014	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210015	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210016	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210017	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210018	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210019	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210020	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836210021	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211001	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211002	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211003	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211004	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211005	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211006	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211007	0.13	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211008	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211009	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211010	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211011	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211012	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211013	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211014	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211015	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836211016	0.13	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836220001	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836220002	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836220003	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	13836220004	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836222001	0.17	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836310001	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836310002	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836310003	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836310004	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836310005	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836310006	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836310007	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836311001	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836314001	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836314002	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836314003	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836314004	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836314005	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836314006	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836314007	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316001	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316002	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316003	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316004	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316005	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316006	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316007	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316008	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316009	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316010	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316011	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316012	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316013	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316014	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316015	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316016	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316017	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	13836316018	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836316019	0.18	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836317051	0.17	M	Medium - up to 25.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836317052	0.17	M	Medium - up to 25.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836317053	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836401001	0.23	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836401002	0.21	M	Medium - up to 25.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836401003	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836401004	0.25	M	Medium - up to 25.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836401005	0.51	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836401006	0.27	M	Medium - up to 25.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836401007	0.32	M	Medium - up to 25.49	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836401012	2.17	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836401013	2.20	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836401014	2.17	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836401015	0.62	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836401016	0.58	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836401017	0.32	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836401018	0.33	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836401019	0.31	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836401020	0.32	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836406001	2.26	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836406002	0.37	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836406003	1.63	M	Medium - up to 25.49	TOD-1	Transit-Oriented Development (High)
Charleston	13836406004	0.48	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836406005	1.33	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836406006	2.13	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836406007	1.10	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836406008	0.32	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836406009	0.71	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836406010	1.44	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836406011	0.79	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836408001	0.53	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836408002	1.16	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)

21-0029
04/05/2021

Charleston	13836408003	0.66	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836408004	0.75	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836408005	0.34	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836408006	0.86	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836408008	0.17	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836408009	1.66	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836408010	1.08	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836502001	1.49	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836514018	0.17	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13836514019	0.16	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13836515000	11.32	MLA	Medium - Low Attache	TOD-1	Transit-Oriented Development (High)
Charleston	13836516003	0.40	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836516005	0.57	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836516006	8.40	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836516007	4.60	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836516008	1.91	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836516009	0.60	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836516010	0.60	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836601001	10.64	MLA	Medium - Low Attache	TOD-1	Transit-Oriented Development (High)
Charleston	13836601003	9.34	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836601004	0.50	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836601005	2.74	H	High - 25+ du/ac	TOD-1	Transit-Oriented Development (High)
Charleston	13836601007	5.29	H	High - 25+ du/ac	TOD-1	Transit-Oriented Development (High)
Charleston	13836611000	13.97	MLA	Medium - Low Attache	TOD-1	Transit-Oriented Development (High)
Charleston	13836612000	3.72	MLA	Medium - Low Attache	TOD-1	Transit-Oriented Development (High)
Charleston	13836613002	9.52	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836613003	3.31	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836613004	0.01	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836613004	2.22	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836613005	1.71	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836613006	0.58	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836613007	0.71	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836613008	1.57	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836701003	0.51	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	13836701004	0.26	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836701005	1.48	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836701011	0.47	PF	Public Facility	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836701015	0.87	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836701018	11.61	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836701021	2.14	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836701022	2.62	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836701022	4.43	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836702001	0.09	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	13836712022	0.27	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13836712023	0.97	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	13836713021	0.15	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13836713022	0.14	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13836713023	0.14	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13836713024	0.14	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13836713025	0.18	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13836713026	0.24	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13836713027	0.10	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13836713030	0.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836713031	0.15	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836713032	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13836801002	2.30	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Charleston	13836801003	4.47	ML	Medium - Low - up to 8	TOD-1	Transit-Oriented Development (High)
Charleston	13836801004	4.53	H	High - 25+ du/ac	TOD-1	Transit-Oriented Development (High)
Charleston	13836802001	14.08	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	13836802002	5.12	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	13836802003	1.95	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	13836802004	1.24	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836802005	0.67	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836802006	0.78	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836802009	0.74	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836803001	0.26	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836803002	0.48	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836803004	0.56	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)

21CC029
04/05/2021

Charleston	13836803005	0.88	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836803007	0.69	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836803008	0.64	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836803009	0.26	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836803010	0.17	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836803011	0.25	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836803012	0.45	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836803013	0.81	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836803014	0.92	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836803015	0.60	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836803016	0.51	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13836804001	1.78	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836804004	0.31	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836804005	0.48	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836804006	0.69	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836804007	0.44	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836804008	0.72	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836804009	1.39	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836804010	0.01	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13836804011	0.01	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13836804012	1.15	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13836811000	2.32	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13930812002	1.34	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13930812003	1.33	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13930812005	1.11	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13930812006	11.31	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931110001	2.28	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931110002	2.34	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931110003	2.75	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931110004	1.38	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931110005	4.71	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931110007	0.59	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931110008	0.59	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931110009	0.59	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)

21-0029
04/05/2021

Charleston	13931110010	0.59	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931110011	0.76	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931110012	1.39	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931111001	6.82	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931111003	11.40	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931111010	9.63	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931201001	0.85	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931201002	1.32	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931201003	0.82	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931201004	0.46	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931201005	1.78	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931201006	0.07	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931210001	0.08	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931214033	0.24	L	Low - up to 5.49	TOD-1	Transit-Oriented Development (High)
Charleston	13931221001	0.51	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931221003	1.42	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931221004	0.47	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931221005	1.42	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931221006	0.99	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931310001	0.18	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931310050	0.18	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931310051	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931310133	0.19	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931310134	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931310135	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931310136	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931310137	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931310138	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931312001	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931312028	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	13931312029	0.16	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410001	0.18	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410036	0.17	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410037	0.17	O	Office	TOD-1	Transit-Oriented Development (High)

21-0029
04/05/2021

Charleston	13931410061	0.16	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410119	0.15	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410120	0.16	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410121	0.16	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410122	0.16	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410123	0.17	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410124	0.16	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410125	0.15	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	13931410126	0.45	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410127	0.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410128	0.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410129	0.32	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410130	0.32	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410131	0.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410132	0.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410133	0.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410134	0.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410135	0.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410136	0.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410137	0.15	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931410138	0.34	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411012	0.17	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411013	0.18	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411014	0.18	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411015	0.17	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411016	0.17	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411017	0.17	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411018	0.18	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411019	0.18	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411020	0.18	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411021	0.17	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411022	0.17	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411023	0.18	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411024	0.18	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)

21-0029
04/07/2021

Charleston	13931411025	0.21	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	13931411162	0.17	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13931510006	0.50	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931510015	11.17	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931510017	12.44	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931510018	0.74	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931510020	0.86	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931510021	2.94	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931510022	19.85	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931601001	5.85	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931601002	0.85	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931601003	1.21	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931601004	10.09	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931611002	1.24	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931611003	0.24	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931611004	0.14	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931611005	0.07	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931611006	0.07	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	13931801001	0.74	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13931801002	0.34	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13931801005	1.42	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13931801007	0.78	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	13931801008	0.84	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13931801009	2.85	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13931801010	1.71	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13931801017	0.16	PR-OS	Park / Recreation / Ope	TOC-1	Transit-Oriented Corridor (High)
Charleston	13931801018	3.06	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932402006	2.19	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932402007	0.97	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932403009	0.51	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932403010	0.51	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932403011	0.51	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932403012	0.51	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932403013	0.51	O	Office	TOC-1	Transit-Oriented Corridor (High)

21-0029
04/15/2021

Charleston	13932403014	1.61	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932405015	0.61	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932405016	0.69	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932405017	0.65	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932405018	0.65	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932405019	0.90	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932405020	0.18	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932405021	0.07	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932405022	0.07	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932405023	0.08	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932405026	5.27	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411001	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411002	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411003	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411004	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411005	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411006	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411007	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411008	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411009	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411010	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411011	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411012	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411013	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411014	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411015	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411016	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411017	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411018	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411019	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411020	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411021	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411022	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411023	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)

21-0029
04/05/2021

Charleston	13932411024	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411025	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411026	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411027	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411028	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411029	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411030	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411031	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411032	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411033	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411034	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411035	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411036	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411037	0.05	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411038	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411039	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411040	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411041	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932411042	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412001	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412002	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412003	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412004	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412005	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412006	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412007	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412008	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412009	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412010	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412011	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412012	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412013	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412014	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412015	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)

21Z0029
04/05/2021

Charleston	13932412016	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412017	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412018	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412019	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412020	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412021	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412022	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412023	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412024	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412025	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412026	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412027	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412028	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412029	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412030	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412031	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412032	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412033	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412034	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412035	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412036	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412037	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412038	0.04	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412039	0.03	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412040	0.01	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412041	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932412042	0.02	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932497001	3.47	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932497002	3.44	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932801008	0.68	DR	Desert Rural - up to 2.4	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932801009	0.97	DR	Desert Rural - up to 2.4	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932801010	0.96	DR	Desert Rural - up to 2.4	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932802027	0.38	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	13932802028	0.43	O	Office	TOC-1	Transit-Oriented Corridor (High)

21-0029
04/05/2021

Charleston	16205101005	0.41	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205110001	0.28	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205110016	0.20	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205110029	0.21	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205110030	0.21	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205110031	0.20	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205110044	0.20	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205110045	0.20	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205110046	0.20	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205110059	0.20	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205110060	0.20	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205111001	0.23	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205112001	0.59	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205112002	0.48	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205112003	0.61	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205112004	0.66	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205112005	0.58	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205112006	0.66	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205112007	0.59	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205112008	0.55	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205115001	1.86	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205115003	0.63	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205401001	8.58	M	Medium - up to 25.49 c	NMX-U	Neighborhood Mixed Use
Charleston	16205402001	1.97	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16205402002	1.12	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16205402003	0.14	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16205402004	2.53	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16205402005	2.60	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16205402006	1.01	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16205402007	0.62	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16205402008	0.41	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16205402009	0.83	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16205402010	8.29	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16205402011	1.12	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

Charleston	16205403001	1.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205403002	2.76	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205403004	2.97	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205403005	0.91	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205501001	1.09	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205501002	1.25	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205502001	0.71	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16205510001	0.62	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205510002	1.93	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205510003	0.62	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205510006	0.57	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205511007	0.37	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16205511008	0.33	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16205511009	0.34	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16205511010	0.34	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16205511011	0.34	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16205511012	0.34	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16205511013	0.34	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16205511014	0.34	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16205512004	0.61	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205512005	0.62	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205512006	0.62	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205512007	0.62	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205512008	0.48	O	Office	TOC-1	Transit-Oriented Corridor (High)
Charleston	16205801001	1.71	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205801003	1.67	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205801004	1.59	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205801005	1.65	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205801007	0.29	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205801010	1.35	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205801011	0.48	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205801012	0.42	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205801013	2.80	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205802006	2.49	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	16205802009	5.63	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205802010	0.92	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205802011	1.26	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205811001	0.55	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205811002	0.67	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205811003	0.54	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205811004	0.57	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205811005	0.34	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205811006	0.66	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205811007	0.55	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205811008	0.66	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205816004	0.41	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205816005	0.45	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205816006	0.69	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205816007	0.84	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205816011	1.65	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205816012	0.32	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205816013	0.45	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205818001	0.24	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205818002	2.75	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205818003	0.96	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16205818004	1.38	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16206101001	0.37	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206102001	0.47	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206111001	3.44	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206111002	1.92	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206111003	2.54	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206111004	1.05	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112001	6.04	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112005	1.49	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112006	2.36	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112007	0.24	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112009	17.08	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112010	7.66	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)

21-0029
04/05/2021

Charleston	16206112011	6.02	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112012	1.38	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112013	2.63	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112014	2.13	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112015	2.40	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206112016	4.40	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206201001	9.58	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16206201002	10.56	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16206201003	0.65	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206201005	1.30	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16206201006	3.18	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16206201007	0.24	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16206211001	2.28	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206211002	0.96	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206211003	1.29	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206211004	1.33	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206216000	3.36	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16206217000	6.70	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16206301001	0.51	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206301002	15.17	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206301003	0.41	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206301004	1.72	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206301005	3.64	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Charleston	16206301006	4.27	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16206310000	5.24	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16206402001	29.46	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206402002	0.60	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16206402003	23.05	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16206402006	0.73	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206402007	1.27	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206411003	0.32	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206411004	6.13	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206411005	0.20	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206412002	2.06	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)

21-0089
04/07/2021

Charleston	16206412003	1.48	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206501001	0.43	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206501002	4.54	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206501003	1.86	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206501004	3.01	R	Rural - up to 3.59 du/ac	TOD-1	Transit-Oriented Development (High)
Charleston	16206501005	1.26	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206502001	0.48	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206502002	0.25	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206502003	2.93	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206502004	4.78	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206502005	2.00	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206502019	2.97	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206502020	5.48	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206502021	1.99	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206502022	1.56	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510001	2.18	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206510002	0.51	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206510003	0.81	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206510004	0.35	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206510005	0.48	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16206510006	0.95	R	Rural - up to 3.59 du/ac	TOD-1	Transit-Oriented Development (High)
Charleston	16206510010	1.01	R	Rural - up to 3.59 du/ac	TOD-1	Transit-Oriented Development (High)
Charleston	16206510011	0.53	R	Rural - up to 3.59 du/ac	TOD-1	Transit-Oriented Development (High)
Charleston	16206510012	0.47	R	Rural - up to 3.59 du/ac	TOD-1	Transit-Oriented Development (High)
Charleston	16206510013	1.00	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16206510014	1.01	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16206510015	1.00	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16206510016	1.04	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16206510017	1.02	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16206510018	0.99	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16206510019	0.54	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510025	1.33	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510028	1.04	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510029	1.01	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)

210029
04/05/2021

Charleston	16206510030	1.04	R	Rural - up to 3.59 du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510031	1.03	R	Rural - up to 3.59 du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510032	1.04	R	Rural - up to 3.59 du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510033	1.01	R	Rural - up to 3.59 du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510034	1.02	R	Rural - up to 3.59 du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510035	1.06	R	Rural - up to 3.59 du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510036	1.04	R	Rural - up to 3.59 du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510037	1.04	R	Rural - up to 3.59 du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510038	1.02	R	Rural - up to 3.59 du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510039	1.06	R	Rural - up to 3.59 du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206510040	1.35	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16206801002	0.40	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206801003	0.91	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206801004	0.31	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206801005	0.55	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206801006	0.34	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206801007	0.14	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206801008	0.33	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206812001	0.38	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16206812002	0.42	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16206813001	3.81	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206813004	0.59	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206813005	1.30	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206813006	3.82	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16206813007	0.59	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16207101004	2.28	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207101007	0.83	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207101008	0.92	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207101009	0.83	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207101010	1.94	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207101011	1.27	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207101014	0.26	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207101015	0.35	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207101019	0.62	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	16207101020	0.81	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207501001	0.59	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207501002	0.24	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207501003	0.36	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207501004	0.59	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207503001	0.53	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16207510001	0.03	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207510002	0.03	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207510003	0.03	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207510004	0.03	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207510005	0.03	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207510006	0.03	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207510007	0.00	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511001	0.43	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511002	0.21	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511003	0.42	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511004	0.21	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511005	0.21	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511006	0.22	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511007	0.22	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511008	0.21	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511009	0.21	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511010	0.42	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511011	0.07	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207511012	0.59	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207512001	0.60	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16207512002	0.07	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16207512003	0.22	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16207512004	0.21	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16207512005	0.43	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16207512006	0.21	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16207512007	0.21	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16207512008	0.43	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16207512009	0.07	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

Charleston	16207597001	0.18	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207597002	0.01	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16207597003	0.07	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208101001	0.51	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16208101003	1.65	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16208101004	2.96	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16208101005	0.44	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Charleston	16208101006	1.62	M	Medium - up to 25.49 c	NMX-U	Neighborhood Mixed Use
Charleston	16208101007	0.73	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16208101008	1.89	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16208102001	0.48	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16208103001	0.36	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16208103004	0.87	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16208103012	0.52	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16208104001	0.25	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208104002	0.50	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208104003	0.50	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208104004	0.36	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208104005	0.19	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208104006	0.19	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208104007	0.19	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208104008	0.19	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208104009	0.59	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208110001	3.50	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Charleston	16208501001	0.27	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208501002	0.66	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208501003	0.53	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208501004	1.68	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208501005	0.49	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208501006	0.49	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208501007	0.75	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208502012	0.45	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208502013	0.78	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208503001	1.27	H	High - 25+ du/ac	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	16208504001	1.82	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208505001	1.68	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208505003	0.60	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208511020	0.21	H	High - 25+ du/ac	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208511021	0.23	H	High - 25+ du/ac	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208511022	0.46	H	High - 25+ du/ac	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208511023	0.43	H	High - 25+ du/ac	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208511050	0.23	H	High - 25+ du/ac	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208511051	0.22	H	High - 25+ du/ac	TOC-2	Transit-Oriented Development (Low)
Charleston	16208513002	29.86	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208601002	1.10	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208602001	1.81	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208602002	3.25	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208602003	2.27	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208610104	6.91	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16208610104	0.77	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301101001	4.43	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Charleston	16301101002	0.17	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301101003	0.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301101004	0.29	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301101005	0.45	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301101009	0.93	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301101010	0.24	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16301101011	0.24	O	Office	TOD-1	Transit-Oriented Development (High)
Charleston	16301102005	1.92	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301102006	2.40	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301102008	1.35	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301102022	1.81	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301102033	2.25	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301103001	0.52	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16301103004	2.09	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16301103024	0.52	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16301103025	0.81	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16301103027	2.46	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)

21-0029
04/05/2021

Charleston	16301104001	0.43	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Charleston	16301104002	0.45	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Charleston	16301104003	0.29	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Charleston	16301110003	0.32	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301110004	0.25	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301110005	0.27	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301110007	0.32	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301110008	1.79	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301110009	1.51	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301111000	7.30	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16301112001	2.25	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301112002	0.13	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301201006	0.84	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301201009	1.57	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301205001	3.88	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301212003	0.07	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301212004	0.10	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301212007	0.08	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301212009	0.10	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301212011	0.10	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301212013	0.10	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301212016	0.06	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301212017	1.04	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301212018	0.10	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301401005	2.61	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301401006	1.05	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301401007	1.23	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301401008	1.76	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301401009	0.46	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301401010	0.51	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301401011	2.50	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301401012	0.28	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301401013	0.81	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301401014	0.81	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)

210029
04/05/2021

Charleston	16301402021	7.87	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301404022	4.01	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301404025	3.39	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301405004	7.58	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301501001	1.74	H	High - 25+ du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16301501002	2.38	H	High - 25+ du/ac	TOC-1	Transit-Oriented Corridor (High)
Charleston	16301501007	2.39	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16301501010	0.47	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16301501011	5.74	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16301501012	1.20	MXU	Mixed Use (L,ML,M,H,C	TOC-1	Transit-Oriented Corridor (High)
Charleston	16301502001	0.33	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301502004	0.78	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301502009	0.65	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301502010	0.51	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301502011	0.51	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301502014	0.65	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301502017	0.02	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301502018	0.96	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301515001	3.75	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301602003	0.68	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301602004	1.18	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301602005	0.31	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301602006	0.38	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301602008	4.96	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301602009	0.00	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301612001	0.22	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301612039	0.26	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16301614056	1.53	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301703001	2.46	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16301704001	1.91	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301704002	0.93	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301704003	0.76	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301704004	2.00	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301704005	1.74	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)

21-0029
04/07/2021

Charleston	16301707001	2.00	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16301707002	2.00	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16301707003	2.00	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16301707004	1.99	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16301708001	1.96	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301708002	1.78	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301708003	1.35	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301708004	1.69	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301708005	0.69	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301710000	5.82	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16301803003	3.82	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301803006	4.04	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301803007	2.56	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Charleston	16301803008	10.90	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301803016	0.79	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301803021	1.26	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301803022	3.27	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16301804001	0.53	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301804002	0.48	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301804003	0.38	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301804004	0.38	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301804005	0.66	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301804006	1.01	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301810002	0.46	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301810003	0.76	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301810004	0.69	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301810005	0.69	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301810007	1.28	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301810008	1.95	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301810009	1.88	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16301811000	6.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16302101001	0.67	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16302101002	3.03	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16302101003	3.79	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)

21-0029
04/05/2021

Charleston	16302102001	0.58	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16302102002	0.36	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16302103001	4.18	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16302104001	0.51	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16302104002	1.65	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302104003	2.11	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16302104004	13.96	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302104007	9.23	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302105001	0.60	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302105002	4.38	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302110000	4.82	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16302111000	3.82	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112001	0.21	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112002	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112003	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112004	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112005	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112006	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112007	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112008	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112009	0.30	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112010	0.24	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112011	0.23	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112012	0.30	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112013	0.21	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112014	0.19	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112015	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112016	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112017	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112018	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112019	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302112020	0.20	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302113000	4.28	M	Medium - up to 25.49 d	TOD-1	Transit-Oriented Development (High)
Charleston	16302114002	1.43	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)

21-0029
04/07/2021

Charleston	16302114003	0.79	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16302114009	4.52	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16302114010	0.86	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16302114012	1.20	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Charleston	16302201002	0.47	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302201003	0.50	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302201005	1.28	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302201007	0.92	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302201008	0.61	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302202010	6.85	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302202011	2.59	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302210000	4.59	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302211000	4.62	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302212001	2.20	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302212002	0.52	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302212003	0.52	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302212004	0.50	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302213000	4.50	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302301001	0.51	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302301005	0.38	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302313004	0.45	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302313006	0.65	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302313011	3.55	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302313012	0.96	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302313013	1.01	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302313014	0.54	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302313015	0.45	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302401006	0.57	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
Charleston	16302401008	0.80	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
Charleston	16302402002	4.91	MXU	Mixed Use (L,ML,M,H,C	TOD-2	Transit-Oriented Development (Low)
Charleston	16302402003	4.05	MXU	Mixed Use (L,ML,M,H,C	TOD-2	Transit-Oriented Development (Low)
Charleston	16302411000	17.81	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
Charleston	16302415001	1.05	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Charleston	16302415002	7.81	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)

21-0029
04/05/2021

Charleston	16302415003	0.31	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
Charleston	16302415006	0.30	MXU	Mixed Use (L,ML,M,H,C	TOD-2	Transit-Oriented Development (Low)
Charleston	16302415007	1.27	MXU	Mixed Use (L,ML,M,H,C	TOD-2	Transit-Oriented Development (Low)
Charleston	16302415009	1.95	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
Charleston	16302415011	1.48	MXU	Mixed Use (L,ML,M,H,C	TOD-2	Transit-Oriented Development (Low)
Charleston	16302415012	1.51	MXU	Mixed Use (L,ML,M,H,C	TOD-2	Transit-Oriented Development (Low)
Charleston	16302415014	0.70	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
Charleston	16302415015	5.37	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
Charleston	16302415016	0.03	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
Charleston	16302416006	1.11	MXU	Mixed Use (L,ML,M,H,C	TOD-2	Transit-Oriented Development (Low)
Charleston	16302501002	75.78	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Charleston	16302502001	3.00	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Charleston	16302601005	6.94	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Charleston	16302601007	66.59	PF	Public Facility	TOD-1	Transit-Oriented Development (High)
Charleston	16302702001	0.20	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302721001	0.69	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302721002	0.57	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302721004	1.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302721005	1.21	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302721006	1.01	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302721007	1.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302721008	1.08	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302801001	4.05	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302801005	8.78	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302802001	4.16	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302802002	5.08	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302802003	3.48	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302802004	2.68	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302802005	0.68	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302802006	1.17	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302802007	2.04	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302802008	2.36	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16302816001	5.33	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303402015	1.18	O	Office	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	16303402015	3.37	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303402017	1.30	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303402017	3.59	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303402020	0.73	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303404003	0.49	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303404003	1.78	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303404020	6.11	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303410002	0.21	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303410004	0.46	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303410005	0.47	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303410006	0.99	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411003	0.38	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411005	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411007	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411009	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411010	2.38	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411011	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411012	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411013	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411014	0.32	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411015	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303411016	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303412007	1.72	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303412009	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303412010	0.10	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303412011	0.11	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303412012	0.41	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303412013	0.75	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303412015	0.39	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303412016	0.47	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303412017	0.48	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303415003	0.58	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303415004	0.50	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303415006	1.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	16303415007	0.58	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303415008	0.50	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303415009	1.20	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303501001	4.55	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501002	4.97	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501004	4.98	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16303501005	4.96	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
Charleston	16303501006	2.55	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501009	5.07	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501010	0.65	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501011	0.50	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501012	0.37	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501013	1.34	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501014	1.01	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501015	1.15	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501016	0.01	DR	Desert Rural - up to 2.4	TOD-1	Transit-Oriented Development (High)
Charleston	16303501018	0.41	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501019	0.36	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501020	0.36	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501021	0.41	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501022	1.25	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501041	2.71	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303501042	2.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303512002	0.48	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303512003	1.95	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Charleston	16303603011	3.85	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303603012	1.01	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303603013	1.64	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303603014	1.30	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303703001	0.69	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303703002	0.67	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303703003	0.44	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303703004	0.93	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303703007	0.87	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Charleston	16303704006	0.70	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303704007	0.53	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303704008	1.21	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303704009	1.22	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303714003	0.41	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303714004	0.49	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303714006	0.49	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303714007	0.41	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303714008	0.58	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303804004	0.69	DR	Desert Rural - up to 2.4	TOD-2	Transit-Oriented Development (Low)
Charleston	16303804008	0.72	O	Office	TOD-2	Transit-Oriented Development (Low)
Charleston	16303804009	3.64	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Charleston	16303805001	1.00	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303805001	2.93	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Charleston	16303805002	1.22	R	Rural - up to 3.59 du/ac	TOD-2	Transit-Oriented Development (Low)
Charleston	16303805002	3.23	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Charleston	16303806001	4.46	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Charleston	16303806002	4.44	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Charleston	16303806014	8.61	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Charleston	16303806015	7.84	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown Las Vegas	13935804002	3.71	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown Las Vegas	13935804010	0.50	FBC	Form-Based Code	TOD-1	Transit-Oriented Development (High)
Downtown Las Vegas	13935804011	4.08	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Downtown Las Vegas	13935805001	0.91	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown Las Vegas	13935815002	4.24	MXU	Mixed Use (L,ML,M,H,C	TOD-1	Transit-Oriented Development (High)
Downtown Las Vegas	13935815003	1.63	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown Las Vegas	16204412002	0.95	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown Las Vegas	16204412003	1.28	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown Las Vegas	16204412004	0.44	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown Las Vegas	16204412006	1.47	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown Las Vegas	16204412007	1.64	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown Las Vegas	16204412008	3.06	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown Las Vegas	16204412009	6.45	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201101002	0.18	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)

21-0029
04/07/2021

Downtown South	16201101003	0.38	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201101004	0.76	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201101005	0.14	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201101006	0.24	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201101013	0.98	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201102009	1.69	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16201103001	0.42	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Downtown South	16201110025	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201110026	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201110039	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201110040	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201110041	0.19	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201110052	0.19	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201110053	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201111005	0.45	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111006	0.65	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111007	0.33	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111008	0.27	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111009	0.24	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111010	0.26	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111011	0.07	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111012	0.30	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111014	0.22	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111015	0.07	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111016	0.15	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111017	0.34	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111018	0.47	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111019	0.24	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111020	0.21	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111021	0.28	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111022	0.44	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111023	0.28	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111024	0.07	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111025	0.44	GC	General Commercial	TOD-1	Transit-Oriented Development (High)

21-0999
01/07/2021

Downtown South	16201111026	0.16	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111039	0.00	ROW	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111040	0.04	ROWOW	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111041	0.03	ROW	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111042	0.06	ROW	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111043	0.12	ROW	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111044	0.17	ROW	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111045	0.14	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201111046	0.75	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16201201009	3.29	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16201210009	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210010	0.08	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210031	0.10	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210032	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210033	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210034	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210035	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210036	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210037	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210038	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210039	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210040	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210041	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210042	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210043	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210044	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201210045	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201212003	15.05	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16201212004	2.76	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16201212005	2.93	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16201212006	0.36	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16201212007	1.61	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Downtown South	16201212008	2.85	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Downtown South	16201310186	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Downtown South	16201310187	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310188	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310189	0.11	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310190	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310191	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310192	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310193	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310194	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310195	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310196	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310197	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310198	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310200	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310201	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310203	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310204	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201310205	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16201401003	1.28	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201401004	2.31	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201401005	0.97	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201401006	1.62	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201401008	0.71	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201401009	0.70	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201401010	0.71	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201801017	4.15	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201801018	0.13	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201801019	0.48	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201801020	0.45	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201801021	3.66	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201801022	16.90	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16201804004	0.52	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202101002	0.35	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202110009	0.20	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202111001	0.24	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)

21-0029
04/15/2021

Downtown South	16202111002	0.16	L	Low - up to 5.49	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202111038	0.25	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202111039	0.40	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202111040	0.19	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202111041	0.18	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202112001	0.21	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202113001	0.22	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202113002	0.17	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202113003	0.15	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202113004	0.21	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202113005	0.15	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202113006	0.16	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202114001	0.76	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202115001	0.23	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202115056	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202115057	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202115058	0.15	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202115109	0.17	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210001	0.19	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210002	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210003	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210004	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210005	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210006	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210007	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210008	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210009	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210010	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210011	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210012	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210013	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210014	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210015	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210016	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)

21-0029
04/05/2021

Downtown South	16202210017	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210018	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202210019	0.15	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202310012	7.87	PF	Public Facility	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202311030	3.07	PF	Public Facility	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202311031	1.11	PF	Public Facility	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202401001	3.69	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202401002	0.38	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202404001	0.32	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202410001	0.15	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16202410073	0.16	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Downtown South	16202410089	0.32	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Downtown South	16202410094	0.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202410095	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202410116	0.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202410117	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202410118	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202410140	0.37	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411018	0.19	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411019	0.21	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411020	0.18	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411021	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411022	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411023	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411024	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411025	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411026	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411027	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411028	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411029	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411030	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411031	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202411032	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202501002	0.48	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)

21-0029
04/07/2021

Downtown South	16202510001	0.69	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510002	0.89	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510003	0.76	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510004	0.83	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510005	0.82	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510006	0.77	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510007	6.34	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510008	2.14	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510009	2.32	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510010	1.47	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510011	1.79	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202510012	0.80	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202511001	4.07	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202511003	9.12	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202512003	0.26	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512004	0.25	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512005	0.26	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512006	0.25	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512007	0.62	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512008	0.60	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512009	0.26	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512010	0.25	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512011	0.25	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512012	0.24	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512013	0.25	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512014	0.25	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202512015	0.22	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16202514010	0.21	O	Office	TOD-1	Transit-Oriented Development (High)
Downtown South	16202514011	0.21	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202514030	0.21	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202515001	1.26	C	Commercial (O,SC,GC)	NMX-U	Neighborhood Mixed Use
Downtown South	16202516019	0.20	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202517019	0.19	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202517020	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Downtown South	16202611019	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202613010	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202613011	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202615019	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202615020	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202616019	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202616020	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202616057	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202616058	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202617017	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202713038	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202713039	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202713076	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202713077	0.15	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202713114	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202713115	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202713134	0.17	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202713135	0.20	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202801001	2.56	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202801002	2.86	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202801004	0.63	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202801005	0.40	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202802001	0.12	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202802002	0.12	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202802004	0.88	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811020	0.12	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811021	0.06	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811022	0.06	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811023	0.05	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811024	0.10	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811025	0.05	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811026	0.11	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811027	0.12	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811028	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Downtown South	16202811066	0.20	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811067	0.11	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811068	0.05	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811069	0.10	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811070	0.15	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811071	0.08	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811072	0.18	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811073	0.06	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811074	0.06	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811112	0.18	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811113	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811114	0.21	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811115	0.20	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811116	0.11	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811117	0.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811118	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811119	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811189	0.37	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811190	0.19	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811191	0.06	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811192	0.06	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811193	0.99	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811194	0.06	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811195	0.12	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811196	0.12	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811197	0.06	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811206	0.22	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811207	0.06	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811209	0.47	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811210	0.11	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811211	0.11	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811212	0.18	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811213	0.06	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811214	0.48	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)

21-0029
04/15/2021

Downtown South	16202811215	0.13	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Downtown South	16202811216	0.06	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811217	0.06	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811218	0.06	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811219	0.13	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202811220	0.12	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202812001	1.89	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202812001	1.27	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202813001	2.36	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202813002	0.38	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202813003	0.38	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202814001	3.08	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202814002	0.23	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202814003	0.24	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202814004	0.36	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202815001	1.44	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202815002	0.21	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16202815003	0.31	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203301017	0.46	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203303001	0.96	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203311001	0.15	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203311002	0.14	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203311005	0.25	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203311006	0.20	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203311007	0.32	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203311008	0.19	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203311009	0.18	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203311010	0.18	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203311011	0.18	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203311012	0.18	C	Commercial (O,SC,GC)	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203313001	0.27	H	High - 25+ du/ac	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203401003	0.43	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203411003	0.94	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203411004	0.46	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)

21-0029
04/05/2021

Downtown South	16203411005	0.27	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203411006	0.27	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203411007	0.26	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203411008	0.29	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203411009	0.40	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203411010	0.36	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203411011	1.67	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203411012	1.66	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203412000	0.81	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413001	0.24	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413002	0.16	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413003	0.17	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413004	0.14	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413005	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413006	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413007	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413008	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413009	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413010	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413011	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413012	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413013	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413014	0.14	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413015	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413016	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413017	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413018	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413019	0.14	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413020	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413021	0.19	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413022	0.50	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413023	0.20	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413024	0.20	L	Low - up to 5.49	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413025	0.18	L	Low - up to 5.49	TOD-1	Transit-Oriented Development (High)

21-0929
04/07/2021

Downtown South	16203413026	0.14	L	Low - up to 5.49	TOD-1	Transit-Oriented Development (High)
Downtown South	16203413045	0.21	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Downtown South	16203414021	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203414022	0.18	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203414023	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203414024	0.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203414025	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203414026	0.21	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203414027	0.19	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203415023	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203415024	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203415025	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203415026	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203416017	0.15	ML	Medium - Low - up to 8	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203416018	0.14	ML	Medium - Low - up to 8	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203416019	0.15	ML	Medium - Low - up to 8	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203416020	0.14	ML	Medium - Low - up to 8	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203416021	0.17	ML	Medium - Low - up to 8	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203416022	0.15	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203416023	0.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203416024	0.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203416025	0.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203416026	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203418001	1.96	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203419019	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203419020	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203419021	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203420020	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203420021	0.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203421017	0.14	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203421018	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203421019	0.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203514001	0.21	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203514020	0.15	O	Office	TOC-1	Transit-Oriented Corridor (High)

21-0029
04/05/2021

Downtown South	16203514021	0.17	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203514035	0.14	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203514036	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203514037	0.15	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203514051	0.17	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203514053	0.17	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612001	0.15	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612002	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612003	0.12	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612004	0.12	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612005	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612006	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612007	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612008	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612009	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612010	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612011	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612013	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612018	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203612019	0.20	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203717008	2.28	PF	Public Facility	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203723017	0.20	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203723018	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203723019	0.15	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203723020	0.14	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203723021	0.15	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203723022	0.13	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203723023	0.19	O	Office	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203801007	1.44	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203801008	0.98	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203801009	0.23	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801010	0.52	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801011	0.22	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801013	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Downtown South	16203801014	0.19	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801018	0.52	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801019	0.25	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801020	0.45	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801021	0.46	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801022	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801023	0.15	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801024	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801025	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801026	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801028	0.41	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801029	0.28	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801031	0.15	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801032	0.14	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801043	0.12	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801044	0.12	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801045	0.40	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801046	0.20	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801047	0.19	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801049	0.12	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801050	0.25	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801051	0.26	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801054	0.26	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801056	0.64	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801057	0.22	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801058	0.56	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801059	0.26	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801060	0.43	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801061	0.20	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801063	0.15	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801064	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801067	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801068	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801071	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)

21(0)99
04/05/2021

Downtown South	16203801072	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801073	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801074	0.15	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801075	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801077	0.14	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801078	0.26	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801079	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801080	0.26	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801081	0.17	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801085	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801086	0.43	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801087	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801088	0.40	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801089	0.16	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801090	0.26	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801091	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801092	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801093	0.12	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801094	0.14	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801095	0.28	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801096	0.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801097	0.35	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801098	0.14	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801099	2.47	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801100	0.42	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801104	0.66	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801105	1.07	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801106	0.55	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801107	0.54	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801108	0.57	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801109	0.12	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801110	0.67	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801111	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801112	0.19	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Downtown South	16203801113	0.11	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801114	0.46	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801116	0.85	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801117	0.55	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801118	0.49	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801119	0.49	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801120	0.02	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801122	0.61	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
Downtown South	16203801124	0.12	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801125	0.13	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801126	0.40	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801127	0.37	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801129	0.83	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801130	0.96	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801131	1.15	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801133	0.39	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801135	0.68	O	Office	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801136	2.13	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203801137	0.42	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801138	1.18	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203801140	0.93	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203802001	0.58	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203802002	0.28	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203802003	0.37	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203802004	0.33	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203802005	0.53	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203802006	0.64	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203802007	0.58	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203802008	0.40	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203802009	0.76	C	Commercial (O,SC,GC)	TOD-1	Transit-Oriented Development (High)
Downtown South	16203810015	0.00	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Downtown South	16203811000	3.16	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13925101001	0.38	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925101005	2.18	SC	Service Commercial	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

East Las Vegas	13925101012	0.42	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925101016	0.41	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925101017	0.48	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925101018	1.14	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925101019	0.94	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925101020	8.84	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925101024	0.89	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925201001	1.34	GC	General Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925201002	1.23	L	Low - up to 5.49	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925201003	0.49	L	Low - up to 5.49	NMX-U	Neighborhood Mixed Use
East Las Vegas	13925301008	0.39	O	Office	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13925301009	0.66	O	Office	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13925310005	0.29	O	Office	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13925310098	0.14	O	Office	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13925401001	0.34	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925401002	1.75	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925402001	0.86	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925403001	0.41	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925406001	1.18	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925407001	0.28	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925407002	0.21	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925407003	0.56	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925407004	1.08	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925407005	2.56	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925407006	3.80	PF	Public Facility	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925408001	2.14	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925408002	3.89	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410001	0.44	H	High - 25+ du/ac	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410002	0.82	H	High - 25+ du/ac	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410009	0.43	H	High - 25+ du/ac	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410010	0.40	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410011	0.37	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410012	0.12	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410013	0.25	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)

21-0029
04/05/2021

East Las Vegas	13925410014	0.44	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410015	0.43	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410016	0.71	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410017	0.38	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410028	0.79	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410029	0.29	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410030	0.65	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410031	0.36	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410032	0.36	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410033	0.20	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410034	0.20	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410035	0.20	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13925410036	0.20	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13926505001	0.28	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926505002	1.32	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926505004	0.58	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926505005	0.60	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926505006	0.59	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926508002	0.17	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926508003	0.41	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926508008	0.15	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926508012	0.32	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926508015	0.88	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926508016	2.23	M	Medium - up to 25.49 c	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926508018	0.33	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926508019	0.45	M	Medium - up to 25.49 c	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926514001	2.83	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926601001	0.52	GC	General Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926601002	0.63	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	13926801001	4.47	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13926801002	0.38	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13926801003	0.50	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13926811025	0.14	O	Office	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13926811070	0.17	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)

21-0029
04/05/2021

East Las Vegas	13926811071	0.16	O	Office	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13926811072	0.17	O	Office	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13926811073	0.17	O	Office	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13926811094	0.15	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13926811192	0.29	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13935501001	8.04	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13935501002	0.47	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13935501006	0.23	PF	Public Facility	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935511040	0.14	O	Office	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13935511041	0.14	L	Low - up to 5.49	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13935513011	0.11	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935513012	0.32	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935513033	0.38	PF	Public Facility	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935513034	0.14	PF	Public Facility	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612011	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612012	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612013	0.29	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612032	0.07	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612033	0.95	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612034	0.19	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612035	0.13	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612036	0.13	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612037	0.14	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612038	0.14	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612039	0.14	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612040	0.14	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612041	0.13	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612042	0.13	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612043	0.28	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935612044	0.31	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935702001	0.94	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935702002	3.47	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935702003	0.51	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935714001	0.23	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

East Las Vegas	13935714002	0.23	M	Medium - up to 25.49 d	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935714003	0.23	M	Medium - up to 25.49 d	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935714004	0.23	M	Medium - up to 25.49 d	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935714005	0.23	M	Medium - up to 25.49 d	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935714006	0.23	M	Medium - up to 25.49 d	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935714007	0.24	M	Medium - up to 25.49 d	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935714008	1.54	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935718009	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935718010	0.16	O	Office	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13935718030	0.15	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13936110001	0.44	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110004	0.55	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110005	0.18	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110006	0.18	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110007	0.18	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110008	0.18	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110009	0.18	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110010	0.16	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110011	0.38	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110012	0.19	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110013	0.19	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110014	0.20	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110015	0.19	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110016	0.19	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110017	0.19	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110018	0.19	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110019	0.19	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110020	0.35	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110021	0.18	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110022	0.29	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110023	0.24	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110024	0.24	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110025	0.26	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110026	0.20	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)

21(0)29
04/07/2021

East Las Vegas	13936110027	0.22	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110028	3.36	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110029	6.86	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110030	2.36	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110039	0.07	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936110040	2.06	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936111000	8.30	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114003	0.17	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114004	0.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114005	0.15	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114006	0.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114007	0.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114008	0.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114009	0.21	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114010	0.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114011	0.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114012	0.18	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114013	0.18	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114014	0.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114015	0.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114016	0.22	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114017	0.15	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114018	0.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114019	0.15	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114020	0.15	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114021	0.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936114022	0.16	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936115000	1.14	M	Medium - up to 25.49 d	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	13936210004	9.01	M	Medium - up to 25.49 d	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13936210007	2.63	M	Medium - up to 25.49 d	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13936210008	2.59	M	Medium - up to 25.49 d	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13936210009	0.69	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13936210013	0.25	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13936210014	0.66	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

East Las Vegas	13936216002	1.91	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13936216003	2.69	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	13936402010	0.33	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936402011	1.14	PF	Public Facility	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936402012	0.69	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936402013	0.56	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936402014	0.81	SC	Service Commercial	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936410001	0.29	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410002	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410003	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410004	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410005	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410006	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410007	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410008	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410009	0.32	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410010	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410011	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410012	0.25	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410013	0.25	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410014	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410015	0.16	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410016	0.32	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410061	0.18	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936410062	0.13	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	13936415001	0.25	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936415002	0.56	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936415003	0.64	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936415011	0.29	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936415012	0.29	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936415013	0.25	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936415014	0.51	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936812006	0.61	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936812008	0.31	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)

21-0029
04/05/2021

East Las Vegas	13936812009	0.23	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936812010	0.33	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936812011	0.24	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936812012	0.35	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936812013	0.34	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936812014	0.31	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	13936812015	0.28	LI/R	Light Industrial / Resea	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	14029401003	0.95	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14029401004	2.38	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14029510023	0.64	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029510024	0.64	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029510025	0.64	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029510078	0.64	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029510079	1.91	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029510080	0.63	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029510081	0.63	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029510110	0.63	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029601001	0.76	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029601002	0.63	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029601003	0.62	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029601004	0.63	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029601005	0.63	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029601006	0.57	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029602002	0.62	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029602003	0.65	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029602004	0.64	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029602005	0.56	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029602006	0.75	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029612010	0.76	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029612011	0.75	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029702004	1.25	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029716003	1.85	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029716004	0.84	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029716005	0.56	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

East Las Vegas	14029716006	0.96	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029716007	1.05	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14029801008	0.25	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029801009	0.69	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029801010	0.50	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029801011	3.19	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029801013	0.55	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802001	1.44	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802002	1.01	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802003	3.80	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802004	0.65	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802005	1.75	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802006	1.03	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802007	0.35	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802008	1.57	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802009	4.56	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802010	0.37	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14029802011	0.61	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14030411001	0.95	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030411002	0.86	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030411003	0.55	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030411004	0.57	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030411005	0.91	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030411006	5.77	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030802003	2.10	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030802004	1.94	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030802006	3.12	M	Medium - up to 25.49 c	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030802007	1.05	H	High - 25+ du/ac	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030803006	1.07	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030803007	1.08	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030803009	0.92	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030803010	0.45	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14030803011	0.46	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031101001	0.51	SC	Service Commercial	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

East Las Vegas	14031101003	1.31	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031121002	1.01	L	Low - up to 5.49	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031121006	1.14	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031121007	0.45	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031401023	0.19	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401024	0.19	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401025	0.18	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401026	0.18	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401028	0.24	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401029	0.21	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401030	0.25	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401031	0.91	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401032	0.20	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401033	0.22	LI/R	Light Industrial / Resea	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401035	0.39	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401036	2.03	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401037	1.29	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401038	0.04	H	High - 25+ du/ac	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401039	0.15	H	High - 25+ du/ac	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401040	0.72	H	High - 25+ du/ac	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401042	1.23	LI/R	Light Industrial / Resea	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031401043	1.62	LI/R	Light Industrial / Resea	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031402001	8.11	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031403001	3.07	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031403002	0.52	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031413001	0.17	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031413002	0.17	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031413003	0.22	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031413004	0.37	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031413005	0.22	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031413006	0.18	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031413007	0.18	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031413008	0.20	M	Medium - up to 25.49 c	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031501009	0.96	SC	Service Commercial	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

East Las Vegas	14031501010	0.93	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031501011	1.11	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031501012	0.55	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031501013	0.70	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031501014	0.35	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031501015	0.42	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031501025	1.03	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031501026	1.03	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031501027	0.96	GC	General Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14031802002	0.30	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031802003	0.21	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031802004	0.22	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031802005	0.22	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031802006	0.21	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031802007	0.22	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031802008	0.21	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031802009	0.23	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031803001	0.41	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031803002	0.23	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031803003	0.28	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031803004	0.46	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031803005	0.30	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031803006	0.29	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14031818000	3.21	O	Office	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	14032101003	0.63	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14032101007	0.46	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14032101008	0.34	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14032101009	0.55	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14032101012	5.39	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14032101014	0.39	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14032101015	1.67	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
East Las Vegas	14032401001	3.05	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032401004	0.61	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032401005	3.02	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)

21-0829
04/05/2021

East Las Vegas	14032401006	1.50	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032401007	3.41	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032401008	0.46	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032401009	0.60	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032401010	1.11	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032401011	0.87	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032401012	1.22	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032401013	6.75	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032401014	0.20	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032402001	4.26	M	Medium - up to 25.49 c	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	14032402002	3.73	M	Medium - up to 25.49 c	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	14032502003	4.20	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14032502004	6.92	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14032502005	0.49	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14032517001	2.09	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
East Las Vegas	14032517003	1.24	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14032517004	0.80	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14032601002	0.72	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14032601003	0.54	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14032601004	2.96	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14032601005	7.60	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14032601006	0.53	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14032612001	1.18	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
East Las Vegas	14032701001	1.97	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032701003	10.60	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032701005	0.75	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032701006	0.38	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032801001	7.79	M	Medium - up to 25.49 c	TOC-1	Transit-Oriented Corridor (High)
East Las Vegas	14032802005	0.97	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032802006	0.69	GC	General Commercial	TOD-1	Transit-Oriented Development (High)
East Las Vegas	14032802007	17.54	SC	Service Commercial	TOD-1	Transit-Oriented Development (High)
Kyle Canyon	12506301001	3.24	TND	Traditional Neighborho	NMX-U	Neighborhood Mixed Use
Kyle Canyon	12601601016	1.85	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Kyle Canyon	12601701008	4.62	SC	Service Commercial	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

La Madre Foothills	12519211020	0.14	L	Low - up to 5.49	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12519213002	0.65	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12519213004	2.00	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12519213005	1.00	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12519213006	0.41	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12519213007	0.17	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12519401001	2.32	ROW	Right of Way	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12625401020	21.27	PCD	Planned Community De	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12625401020	25.79	PF	Public Facility	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12636101008	5.17	PCD	Planned Community De	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12636101017	5.10	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12636101025	3.48	PCD	Planned Community De	NMX-U	Neighborhood Mixed Use
La Madre Foothills	12636201006	56.78	PF	Public Facility	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803601003	9.85	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803611003	0.78	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803611007	1.32	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803611009	0.10	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803611010	0.07	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803611012	0.58	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803611013	0.77	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803611014	0.95	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803611015	3.38	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803611017	1.87	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803701019	1.22	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803701021	7.49	H	High - 25+ du/ac	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803715002	2.81	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803715003	1.58	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803715005	0.71	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803715006	0.63	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803715007	10.94	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803716002	1.90	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803716004	0.48	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13803716005	1.15	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13808811003	0.93	SC	Service Commercial	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

Lone Mountain	13808811004	1.49	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13808811005	1.08	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13808811006	0.80	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13808812002	1.04	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13808812003	0.36	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809401014	3.04	PF	Public Facility	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809420002	6.79	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809420004	0.92	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809420005	1.75	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809420006	1.28	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809420007	0.94	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809420008	0.78	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809422002	1.65	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809422003	0.55	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809422004	0.25	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809422005	0.55	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809423001	0.58	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809423002	0.63	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809423003	0.63	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809801014	0.42	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809801021	1.65	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809801022	1.08	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809801023	0.84	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809801024	1.23	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809801025	1.09	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809801026	0.86	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809821007	2.67	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809821008	3.52	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809821009	2.81	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809821010	2.30	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809821011	2.41	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809821013	3.17	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809821014	3.94	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13809821015	5.03	SC	Service Commercial	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

Lone Mountain	13809821016	0.78	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403003	4.35	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403006	4.64	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403009	1.15	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403014	5.36	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403020	1.11	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403022	0.80	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403026	0.44	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403027	0.46	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403028	3.51	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403029	0.72	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403031	1.30	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810403032	0.61	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810411005	0.09	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810411007	0.00	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810411008	0.06	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810411009	0.10	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810411012	1.87	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810411013	0.11	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810411015	0.63	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810412002	2.29	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810412004	1.17	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810412005	1.05	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810413001	0.50	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810413002	0.08	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810413003	0.01	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810413005	0.00	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810413006	2.41	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810413007	0.37	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810494001	0.35	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810815001	2.28	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810815002	9.57	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Lone Mountain	13810815003	0.73	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13813511001	0.63	SC	Service Commercial	TOD-2	Transit-Oriented Development (TOD)

21-0029
04/07/2021

Meadows	13813511002	0.79	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13813511005	2.38	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13813511006	1.02	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13813511007	3.18	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13813511008	0.51	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13813511009	0.28	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13813511010	0.63	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13813511011	0.65	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13813512004	4.31	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
Meadows	13813512005	1.48	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
Meadows	13813512006	4.79	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
Meadows	13813512007	4.92	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
Meadows	13813512008	4.81	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
Meadows	13813601019	2.02	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13813801017	0.60	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13813801034	0.58	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13813801044	0.50	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13813801045	0.17	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13813801046	0.73	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13813801061	0.85	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13813801063	0.62	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13813801082	0.26	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13813801083	0.64	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13813801088	0.80	PF	Public Facility	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13814101001	0.88	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13814101002	0.84	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13814101003	3.90	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13814101004	0.43	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13814101005	0.68	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13814101006	2.74	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13814101007	1.02	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13815502006	32.59	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13815502007	0.91	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13815601004	2.33	SC	Service Commercial	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

Meadows	13822514002	3.44	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13822514003	16.72	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13822612001	0.50	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13822612002	0.42	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13822713002	1.81	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13822713003	1.61	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13822713004	1.61	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823103001	1.02	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823110001	0.52	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823110003	0.20	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823110007	0.72	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823110041	2.63	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215003	1.15	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215004	0.69	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215005	1.49	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215006	0.53	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215008	0.96	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215010	3.22	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215012	1.26	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215013	0.14	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215014	0.28	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215015	1.78	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215016	1.13	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215017	1.45	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215018	2.84	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215019	1.32	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215020	3.61	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215021	0.15	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215022	0.78	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215023	0.70	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215024	1.85	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215025	0.22	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215026	3.78	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823215027	2.15	SC	Service Commercial	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

Meadows	13823215028	3.34	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823301002	1.65	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823301004	1.66	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823618002	8.92	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823702002	3.90	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823702003	1.36	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823719003	0.11	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823719005	0.66	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823719009	1.72	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823719010	5.76	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823719011	0.56	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13823801002	1.73	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13824215001	0.86	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13824215007	0.67	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13824215008	0.37	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13824215009	0.58	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13824215010	4.12	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13824401002	0.62	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13824511010	0.45	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824511011	0.47	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824511012	0.48	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824511035	0.55	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824511036	0.56	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824511056	0.45	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824511057	0.54	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824511058	0.56	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824511059	0.53	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824611013	0.46	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824611014	0.42	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824611035	0.29	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824611036	0.25	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824611037	0.46	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824611038	0.09	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824611039	0.54	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Meadows	13824611063	0.42	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824611064	0.43	O	Office	TOD-2	Transit-Oriented Development (Low)
Meadows	13824611073	0.44	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824612002	0.87	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824612003	0.67	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824703002	7.42	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824703003	0.26	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824703004	3.84	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824703006	2.14	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824803021	0.73	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824803022	0.54	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824803023	0.53	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824803027	0.54	R	Rural - up to 3.59 du/ac	TOD-2	Transit-Oriented Development (Low)
Meadows	13824803028	1.50	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824803032	0.06	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824803033	0.06	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824804002	1.64	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13824804008	0.51	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824804009	0.40	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824804010	0.11	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824804012	0.48	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824804013	0.52	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824804015	1.14	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824804018	1.20	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13824804021	3.72	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825101001	0.95	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13825416002	0.42	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13825417001	11.77	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13825417003	1.11	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13825417004	0.01	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13825417005	0.13	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13825417006	0.03	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13825503001	0.51	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825503002	0.49	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)

21-0029
04/05/2021

Meadows	13825503003	0.52	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825503004	0.48	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825503005	0.50	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825503007	5.89	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825517001	0.28	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825518002	6.04	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825518003	3.91	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825613042	0.22	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825613046	0.15	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825613047	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825613048	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825613049	0.14	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825613050	0.15	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825613051	0.33	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825617051	0.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825618057	0.26	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825618058	0.22	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825618059	0.15	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825618060	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825618061	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825618062	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825618063	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825618064	0.15	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825618065	0.16	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825701001	0.76	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825713213	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825713214	0.22	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825713215	0.22	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825713216	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825713217	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825713218	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825713219	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825713220	0.31	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825713221	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Meadows	13825713222	0.32	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825713223	0.85	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825713224	0.23	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13825801001	0.45	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812200	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812201	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812202	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812203	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812205	0.32	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812206	0.79	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812207	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812208	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812209	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812210	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812211	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812212	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812213	0.16	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13825812214	0.15	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13826502001	8.72	ML	Medium - Low - up to 8	NMX-U	Neighborhood Mixed Use
Meadows	13826502004	0.70	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13826515003	1.40	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13826515004	0.67	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13826515005	0.56	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13826515006	0.44	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13826515007	0.11	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13826515008	4.82	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13826515009	0.11	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13918201002	0.91	LI/R	Light Industrial / Resea	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13918201003	1.47	LI/R	Light Industrial / Resea	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13918302001	0.08	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13918302002	1.14	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13918302003	0.07	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13918310001	1.85	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
Meadows	13918310002	0.07	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)

21-0029
04/05/2021

Meadows	13918401001	0.60	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13918401002	0.85	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13918402001	0.36	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13918403002	0.66	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13918410009	5.07	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
Meadows	13918410010	7.47	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
Meadows	13918410012	33.48	M	Medium - up to 25.49 c	TOD-2	Transit-Oriented Development (Low)
Meadows	13919103002	1.17	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919113001	0.36	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919201001	0.23	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919201002	0.38	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919301001	0.89	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919301002	0.78	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919301004	0.17	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919301005	0.38	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919301006	1.01	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919301007	0.46	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919310001	0.23	ML	Medium - Low - up to 8	TOD-2	Transit-Oriented Development (Low)
Meadows	13919310002	0.09	ML	Medium - Low - up to 8	TOD-2	Transit-Oriented Development (Low)
Meadows	13919310003	0.09	ML	Medium - Low - up to 8	TOD-2	Transit-Oriented Development (Low)
Meadows	13919310004	0.09	ML	Medium - Low - up to 8	TOD-2	Transit-Oriented Development (Low)
Meadows	13919310005	0.09	ML	Medium - Low - up to 8	TOD-2	Transit-Oriented Development (Low)
Meadows	13919310006	0.09	ML	Medium - Low - up to 8	TOD-2	Transit-Oriented Development (Low)
Meadows	13919310007	0.09	ML	Medium - Low - up to 8	TOD-2	Transit-Oriented Development (Low)
Meadows	13919310008	0.09	ML	Medium - Low - up to 8	TOD-2	Transit-Oriented Development (Low)
Meadows	13919401003	0.67	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919401004	2.40	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919401006	0.52	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13919611002	5.84	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919611003	2.85	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919611004	0.42	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919701001	0.62	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919701002	0.53	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919703001	0.29	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Meadows	13919703002	0.78	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919703003	0.64	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919703004	0.64	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919703005	1.54	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919703006	0.26	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919703007	0.63	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919703008	0.40	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919703011	0.27	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919703031	0.26	R	Rural - up to 3.59 du/ac	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919703034	2.95	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919704002	0.21	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919704003	0.41	M	Medium - up to 25.49 c	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919704005	0.46	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919704007	0.80	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919704013	0.95	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919812001	1.27	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13919812002	0.36	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13919812003	0.38	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13919812004	0.42	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13919812005	0.43	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13919812006	0.37	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13919812007	0.40	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13919812008	0.23	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13919812009	0.20	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13919812010	0.41	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13919812011	0.44	LI/R	Light Industrial / Resea	NMX-U	Neighborhood Mixed Use
Meadows	13919812012	0.44	LI/R	Light Industrial / Resea	NMX-U	Neighborhood Mixed Use
Meadows	13919812013	0.40	LI/R	Light Industrial / Resea	NMX-U	Neighborhood Mixed Use
Meadows	13919812016	0.94	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919812017	0.47	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919812018	0.47	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919812019	1.25	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919812020	0.31	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919812021	0.30	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Meadows	13919812022	0.44	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919812023	0.44	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919812024	0.42	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919812025	0.42	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13919812058	1.07	H	High - 25+ du/ac	TOC-2	Transit-Oriented Corridor (Low)
Meadows	13920404001	0.32	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13920410001	0.82	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13920410002	0.93	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13920410003	0.69	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13929111001	0.33	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Meadows	13929111002	0.15	O	Office	NMX-U	Neighborhood Mixed Use
Meadows	13929111003	0.15	O	Office	NMX-U	Neighborhood Mixed Use
Meadows	13929111004	0.17	O	Office	NMX-U	Neighborhood Mixed Use
Meadows	13929301001	0.46	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13929301004	1.99	PF	Public Facility	TOD-2	Transit-Oriented Development (Low)
Meadows	13929301005	1.99	PF	Public Facility	TOD-2	Transit-Oriented Development (Low)
Meadows	13929301006	3.86	PF	Public Facility	TOD-2	Transit-Oriented Development (Low)
Meadows	13929310002	9.96	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13929310003	0.72	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13929310004	1.38	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13929701003	0.96	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13929701004	0.57	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13929703001	0.94	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13929703002	6.42	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13929703003	0.35	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13930301001	0.61	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13930301002	1.99	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13930301003	0.46	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13930301004	0.47	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13930301005	1.49	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13930301006	7.30	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13930301007	0.92	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Meadows	13930514042	0.14	O	Office	NMX-U	Neighborhood Mixed Use
Meadows	13930514043	0.15	O	Office	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

Meadows	13930514044	0.15	O	Office	NMX-U	Neighborhood Mixed Use
Meadows	13930515001	0.16	O	Office	NMX-U	Neighborhood Mixed Use
Rancho	12525512001	11.08	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12525614003	9.07	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12525614005	0.00	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12525614006	0.08	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12525614007	0.79	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12525614008	0.88	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12525614009	0.76	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12525614010	13.67	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534501003	9.45	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534501008	9.60	GC	General Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534501008	3.34	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534502006	1.68	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534515001	0.48	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534515002	5.35	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534515003	3.52	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534515004	1.36	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534515006	0.71	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534515009	0.69	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534515010	1.52	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534516001	1.39	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	12534712002	4.98	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712004	0.92	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712006	0.73	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712007	0.75	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712009	0.75	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712013	0.84	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712014	0.74	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712015	0.70	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712019	0.03	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712022	0.03	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712024	0.03	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712025	0.60	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)

210029
04/05/2021

Rancho	12534712027	0.03	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712030	0.03	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712031	0.03	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712032	0.03	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712033	0.66	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534712034	0.03	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534801002	1.99	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534801003	34.11	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12534801003	3.38	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	12535401020	15.24	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801212009	0.80	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801219003	0.96	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801219004	6.77	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801219005	0.68	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801219006	0.73	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801301013	0.64	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801312002	5.56	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801312003	0.64	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801312004	0.65	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801312005	0.60	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801312006	0.54	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13801619002	5.90	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801619003	0.91	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801619005	1.90	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801619006	0.67	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801619007	1.38	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801619010	0.48	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801619011	1.18	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801701021	1.67	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801701029	1.50	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801712001	0.39	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801712002	1.18	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801712003	2.85	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801712004	0.44	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)

21-0029
04/05/2021

Rancho	13801712005	0.43	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801712006	4.25	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801712007	0.59	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13801712008	0.27	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802101003	1.25	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802101004	1.22	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802101005	1.22	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802101006	0.69	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802101007	0.69	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802101008	2.06	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802101009	1.38	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802101011	0.64	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802101012	0.58	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802101017	0.76	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802102004	2.01	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802102014	2.56	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802111002	2.66	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802111003	3.35	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802113001	6.50	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802202010	0.43	L	Low - up to 5.49	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802202012	0.59	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802202013	0.57	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802202014	3.32	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802202015	1.18	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802202016	1.18	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802202017	1.35	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802203003	1.00	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802204001	1.01	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802213003	0.79	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802213005	0.44	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802213006	0.39	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802213007	0.52	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802213008	0.66	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802213010	0.32	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Rancho	13802213011	0.42	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802213012	0.60	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802213014	0.49	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802213015	0.72	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802214002	2.41	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802214008	0.53	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802214012	0.48	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802214013	0.47	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802601001	22.41	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802601002	1.94	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802601003	1.64	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802602001	0.38	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802611002	12.74	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13802611003	1.25	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13802611005	0.54	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13802611006	1.80	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13802701003	4.99	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802701004	2.94	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802701005	0.64	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802701006	0.62	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802701007	0.58	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802701008	0.84	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802712005	0.63	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802712006	0.89	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802712009	0.97	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802712010	1.56	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802712011	1.08	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802712012	1.45	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802712013	0.01	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802801003	0.40	DR	Desert Rural - up to 2.4	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802803001	3.03	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814003	1.87	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814004	0.65	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814006	1.63	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Rancho	13802814009	0.54	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814011	0.57	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814013	0.57	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814014	0.69	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814019	3.37	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814023	0.65	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814025	1.20	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814027	0.62	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814028	0.85	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814029	0.50	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814032	1.53	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814035	0.65	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814036	0.52	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814037	0.19	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13802814038	1.08	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13803510005	0.84	PF	Public Facility	TOD-2	Transit-Oriented Development (Low)
Rancho	13803510006	0.83	PF	Public Facility	TOD-2	Transit-Oriented Development (Low)
Rancho	13810804003	0.50	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13810816002	0.71	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13810816003	0.51	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13810816004	1.96	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13810816005	0.88	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13810816007	4.34	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13810816008	0.46	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13811405001	0.84	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13811405004	0.97	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13811405005	0.63	DR	Desert Rural - up to 2.4	NMX-U	Neighborhood Mixed Use
Rancho	13811405006	0.31	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13811405007	0.46	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Rancho	13811405008	2.83	PF	Public Facility	NMX-U	Neighborhood Mixed Use
Rancho	13811502003	5.06	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812101004	3.52	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812101005	2.10	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812102003	8.41	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

Rancho	13812110003	0.63	LI/R	Light Industrial / Resea	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812110004	1.89	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812110005	0.63	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812110012	1.40	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812110013	1.40	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812110014	1.40	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812110015	1.40	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812110049	0.22	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812111003	0.51	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812111004	0.63	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812111005	0.80	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812202003	0.48	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812202004	0.69	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812210036	5.87	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812301002	0.30	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812301003	2.59	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812301004	0.18	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812301014	1.10	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812301016	1.02	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812301017	1.37	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812301018	1.93	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812301019	1.96	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812701001	0.85	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812702001	0.98	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812710045	1.47	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812710046	1.25	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812710047	0.81	DR	Desert Rural - up to 2.4	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812710048	0.80	DR	Desert Rural - up to 2.4	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812710055	1.12	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812710057	0.49	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812710097	0.49	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812801001	1.77	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812801002	1.74	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812801003	0.66	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)

210029
04/05/2021

Rancho	13812801006	0.69	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812801007	2.14	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812801009	1.26	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812801011	0.50	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812801012	0.70	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812801013	0.71	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812801014	0.65	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812801015	0.67	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812801016	1.36	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812802001	1.21	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812810002	0.49	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812810003	0.49	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812810004	0.49	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812810005	0.48	GC	General Commercial	TOC-2	Transit-Oriented Corridor (Low)
Rancho	13812810039	1.03	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812810040	1.03	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812810041	4.00	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812810042	3.07	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812810043	0.40	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812810044	0.49	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812810045	0.47	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812810046	0.09	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812810047	2.08	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Rancho	13812813001	8.43	GC	General Commercial	TOD-2	Transit-Oriented Development (Low)
Tule Springs	12524701037	3.89	ML	Medium - Low - up to 8	NMX-U	Neighborhood Mixed Use
Tule Springs	12524701037	13.60	PF	Public Facility	NMX-U	Neighborhood Mixed Use
Tule Springs	12524701041	9.32	M	Medium - up to 25.49 c	NMX-U	Neighborhood Mixed Use
Tule Springs	12524811002	13.99	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
Tule Springs	12524811003	21.02	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13919705001	21.99	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13920411004	1.08	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13920411005	0.46	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13920411015	16.96	M	Medium - up to 25.49 c	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921102004	0.44	MXU	Mixed Use (L,ML,M,H,C	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

West Las Vegas	13921102005	0.44	MXU	Mixed Use (L,ML,M,H,C	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921102014	0.93	MXU	Mixed Use (L,ML,M,H,C	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921313006	0.87	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921313010	5.30	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921313021	3.33	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921313022	2.37	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921313024	0.72	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921313025	1.76	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921313026	1.09	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921313027	0.86	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921510001	0.59	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921510002	0.66	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921510003	0.33	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921510004	0.19	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921510074	0.23	PF	Public Facility	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921510075	0.12	GC	General Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921510076	0.12	GC	General Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921510077	0.09	GC	General Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13921510078	0.32	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921510079	0.34	MLA	Medium - Low Attache	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921510146	0.07	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921510221	0.12	MLA	Medium - Low Attache	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921510222	0.14	MLA	Medium - Low Attache	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921510223	0.25	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921510224	0.07	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921510325	0.13	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921510326	0.12	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921601012	0.58	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921601013	0.26	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921610001	0.33	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921610067	0.13	MLA	Medium - Low Attache	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921610068	0.19	MLA	Medium - Low Attache	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921610069	0.19	MLA	Medium - Low Attache	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921610070	0.32	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)

21-0029
04/05/2021

West Las Vegas	13921610071	0.63	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921610138	0.19	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921610213	0.19	MLA	Medium - Low Attache	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921610214	0.06	MLA	Medium - Low Attache	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921610215	0.12	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921610293	0.38	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921610328	0.18	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921610342	0.14	MLA	Medium - Low Attache	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921610343	0.12	MLA	Medium - Low Attache	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921613003	0.41	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921613004	0.60	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921613005	0.34	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921613006	0.38	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921701009	1.10	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921701010	1.00	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13921704001	0.76	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921704003	1.75	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921801003	0.69	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921801004	0.69	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921801005	0.70	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921801007	2.41	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921804001	2.46	MXU	Mixed Use (L,ML,M,H,C	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13921804006	0.90	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13928304002	0.82	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13928304003	0.36	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13928304004	0.45	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13928304005	0.81	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13928304009	0.72	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13928304010	0.83	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13928313002	0.62	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13928313003	0.89	C	Commercial (O,SC,GC)	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13928401021	0.88	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13928401033	2.49	C	Commercial (O,SC,GC)	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929201001	0.38	SC	Service Commercial	NMX-U	Neighborhood Mixed Use

21-0029
04/05/2021

West Las Vegas	13929201004	7.13	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13929201005	0.44	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13929201006	0.58	SC	Service Commercial	NMX-U	Neighborhood Mixed Use
West Las Vegas	13929612003	1.63	LI/R	Light Industrial / Resea	NMX-U	Neighborhood Mixed Use
West Las Vegas	13929702001	0.49	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13929702002	1.38	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13929702005	0.29	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13929702006	0.67	SC	Service Commercial	TOC-2	Transit-Oriented Corridor (Low)
West Las Vegas	13929704001	0.80	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929704023	0.13	MXU	Mixed Use (L,ML,M,H,C	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929704024	0.55	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929704025	0.39	MXU	Mixed Use (L,ML,M,H,C	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929704026	0.93	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929704034	2.02	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929715002	2.07	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929715003	3.10	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929715004	4.54	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929715005	2.90	SC	Service Commercial	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929811000	2.48	MXU	Mixed Use (L,ML,M,H,C	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929813002	0.71	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929813003	0.42	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929813004	1.21	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)
West Las Vegas	13929813005	2.25	LI/R	Light Industrial / Resea	TOD-2	Transit-Oriented Development (Low)

21-0029
04/05/2021

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
46

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-27 - For possible action - Amends LVMC Chapter 2.26 to establish provisions regarding senior municipal court judges. Sponsored by: Mayor Carolyn G. Goodman

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 2.26 to establish provisions regarding senior municipal court judges. Such judges will be available to conduct jury trials, if necessary, and to perform other judicial functions as needed. The ordinance established minimum qualifications for such judges as described by Nevada Supreme Court rule.

RECOMMENDATION:
ADOPTION at the July 21, 2021 City Council meeting pursuant to the July 6, 2021 Recommending Committee meeting.

First Reading – 6/16/2021 First Publication – 7/8/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-27

BILL NO. 2021-27

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 2.26 TO ESTABLISH PROVISIONS REGARDING SENIOR MUNICIPAL COURT JUDGES, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Mayor Carolyn G. Goodman

Summary: Amends LVMC Chapter 2.26 to establish provisions regarding senior municipal court judges.

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

SECTION 1: Title 2, Chapter 26, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section designated as Section 45, reading as follows:

2.26.045: (A) Senior Municipal Court Judges may serve as judges in the Municipal Court. In order to qualify for service as a Senior Municipal Court Judge, a judge must have demonstrated proficiency by qualifying as a Senior Municipal Judge under Nevada Supreme Court Rule 12, which requires service for at least four consecutive years as a municipal judge and approval to serve as a Senior Municipal Court Judge by the Nevada Administrative Office of the Courts. Each such judge shall have the same powers and responsibilities as a Municipal Court Judge and may serve or be utilized in any manner consistent with Supreme Court Rule 12. Without limiting the generality of the preceding sentence, one or more Senior Municipal Court Judges may:

(1) Serve in the same manner as an Alternate Judge described in LVMC 2.26.040 when a sitting judge is sick, on vacation, or absent for any other reason and the sitting judge has requested that a Senior Municipal Court Judge serve in the sitting judge's absence.

(2) Be appointed to fill a Municipal Court Judge position that has become vacant, with the appointment to be in accordance with Section 1.160 of the City Charter.

(3) Serve as a Hearing Commissioner pursuant to Section 4.040 of the City Charter.

(4) Be appointed to perform judicial functions and duties in a time of temporary necessity as an alternative to adding a new judicial department. Any such appointment may be full time or part time and may extend for a period of up to two years, or as further extended based on necessity.

(B) Senior Municipal Court Judges serving under this Section shall receive compensation in accordance with Supreme Court Rule 12(8).

(C) The Municipal Court may adopt such rules or enter such orders as deemed necessary or appropriate in order to implement this Section.

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

. . .

. . .

. . .

. . .

. . .

. . .

. . .

. . .

. . .

. . .

. . .

SECTION 3: 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 _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-1-21
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 _____, 2021, 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 _____, 2021, 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: July 21, 2021

Agenda Item No.:
47

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-29 - For possible action - Ordinance creating the City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22); ordering a street project, storm sewer project, sanitary sewer project, drainage project, and water project, within the City of Las Vegas, Nevada and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

FISCAL IMPACT:
Budget Funds Available
Amount: $45,425,000
Funding Source: Capital Project Funds - Special Assessments
Dept./Division: Public Works/SID

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 816 (Summerlin Village 22). This ordinance orders the creation of the special improvement district for the purpose of acquiring and improving street projects, storm sewer projects, sanitary sewer projects, water projects and drainage projects paid by special assessments, according to benefits received by the parcels of land within the proposed district pursuant to NRS Chapter 271.

RECOMMENDATION:
ADOPTION at the July 21, 2021 City Council Meeting pursuant to the July 19, 2021 Recommending Committee Meeting.

First Reading – 7/7/2021 First Publication – 7/10/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-29

Summary – An ordinance creating the City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22), ratifying action taken by City officers toward the creation of such District, and providing other matters related thereto.

BILL NO. 2021-29

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); ORDERING A STREET PROJECT, STORM SEWER PROJECT, SANITARY SEWER PROJECT, DRAINAGE PROJECT, AND WATER PROJECT, WITHIN THE CITY OF LAS VEGAS, NEVADA; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council (the "Council") of the City of Las Vegas, Nevada (the "City"), deems it necessary to create the City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22) (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project, drainage project, and water project (collectively, the "Project"), and to defray the entire cost and expense of the Project by special assessments, according to benefits levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS") and all laws amendatory thereof and supplemental thereto (the "Act"), there has previously been presented to the Council a written petition from The Howard Hughes Company, LLC, a Delaware limited liability company (the "Developer"), requesting the City to initiate the formation of the District and the acquisition and improvement of the Project and to issue bonds and levy assessments and requesting the City to proceed with certain actions required by the Act; and

WHEREAS, the City and the Developer have entered into a Development and Financing Agreement dated as of July 7, 2021 (the "Financing Agreement"), for the acquisition and improvement of the Project that contains the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the City has further entered into an Agreement with each of William Lyon Homes, Inc., dba Taylor Morrison, a California corporation, and Woodside Homes of

Nevada, LLC, a Nevada limited liability company (collectively, the "Land Owners"), each dated as of July 7, 2021, which contain the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the Developer and the Land Owners are collectively the owners of 100% of the assessable property comprising the District; and

WHEREAS, the Council and the officers of the City have done or caused to be done all things necessary and preliminary to the creation of the District, including but not limited to the filing by the City Engineer with the City Clerk of an accurate estimate of cost, full and detailed plans and specifications which comply with NRS 271.710(3)(b), an assessment plat and map and an assessment roll, and the Council now desires to authorize the Project by this ordinance.

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

Section 1. This ordinance shall be known as and may be cited by the short title "District No. 816 Creation Ordinance" (this "Ordinance").

Section 2. There shall be, and hereby is, created in the City an improvement district designated as the "City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22)" for the purpose of acquiring and improving the Project, as more particularly described below. The Council, pursuant to NRS 271.325(1), has also determined and does hereby declare as follows:

(a) The public convenience and necessity require the creation of the District.

(b) The creation of the District is economically sound and feasible.

(c) The market value of each of the benefited lots, tracts and parcels of land in the District will be increased by an amount directly attributable to the Project for which the assessment is to be made.

Section 3. The Project, which is hereby ordered to be acquired and improved, shall be as shown on the full and detailed plans and specifications for the District filed with the City Clerk. The kind and location of the Project (without mentioning minor details) is as follows:

The Project consists of the acquisition and construction of certain improvements within and without the District to include, without limitation, streets, sanitary sewers, storm sewers, drainage improvements, and water mains, in, along, and adjacent to the property described in this Section 3, and all appurtenances and incidentals necessary, useful or desirable, including real and other property therefor, which is more particularly described (with all segment lengths to be current approximations subject to minor adjustment) as set forth below:

Project 1: Summerlin West Village 21/22 3550 Zone Water Main Extension w/ Dual PRV's to 3435 Zone (Far Hills Avenue to Lake Mead Boulevard) & 3435 16" Water Main Extension w/ PRV to 3320 Zone Lake Mead Boulevard (I-215 to Desert Foothills Drive), Water Improvements

This project consists of water improvements only along Desert Foothills Drive from Far Hills Avenue to Lake Mead Boulevard, including its extension east along Lake Mead Blvd to service village 26 and village 22 Parcel B, consisting of 24", 16" & 12" DIP water main and appurtenances.

This project has a total construction cost of $3,997,472, which approximately 50% is to be covered by the City of Las Vegas, Nevada Special Improvement District No. 814 and the remaining 50%, or $1,998,736, is to be a part of the District.

Project 2: Summerlin West 3435 Zone North Pipeline, Phase V

This project consists of water improvements for a 30" MCLP water main and appurtenances commencing approximately at Sky Vista and Carriage Hill intersection, and along Sky Vista and Sunset Run from Carriage Hill to Kettle Bend Road, and Kettle Bend Road from Sunset Run Drive to Flight Range Ave. The portion along Sky Vista and Sunset Run from Carriage Hill Drive to Kettle Road was covered by the City of Las Vegas, Nevada Special Improvement District No. 814. The remainder of the project along Kettle Bend Road from Sunset Run Drive to Flight Range Ave. (Kettle Bend Road Station 59+14.50 to Station 69+62.55, or approximately 1,050 linear feet of 30" MLCP water main), is covered by the District.

This project has an estimated total estimated construction cost of $1,651,403 with a special improvement district eligible 15% soft cost of $241,710, bringing the total cost to $1,899,113. The City of Las Vegas, Nevada Special Improvement District No. 814 covered $698,855 of the total cost and the remaining costs will be covered by the District, which is $1,200,258 and includes all soft costs.

Project 3: Summerlin West 3665 Zone North Pipeline Phase III

This project consists of a Regional 30-inch water main (to be constructed under LVVWD Contract No. C1590 3665 Zone North Pipeline Phase III project) along Sunset Run Drive from Kettle Ridge Drive to Scurry Bend Drive and along Scurry Bend Drive from Sunset Run Drive to Lake Mead Blvd. and along Lake Mead Blvd from Scurry Bend Drive to Kettle Ridge Drive.

This project has an estimated total construction cost of $3,561,275 with a special improvement district eligible 15% soft cost of $534,191. The District eligible cost is 100% of the total cost, which is $4,198,966 and includes all soft costs.

Project 4: Summerlin West Village Beltway Sewer & Storm Drain Kettle Bend Road to Lake Mead Boulevard

This project consists of sewer and storm drain (including 6'x6' RCB) improvements from the intersection of Kettle Bend Road (Kettle Bend Station 82+75) easterly toward the Beltway Channel and then northerly to Lake Mead Boulevard.

This project has an estimated total construction cost of $2,353,601 with a special improvement eligible 15% soft cost of $353,040. The District eligible cost is 100% of the total cost, which is $2,706,641 and includes all soft costs.

Project 8A: One Way Couplet - Kettle Ridge Drive (Sunset Run Drive to Kindle Rise Way), Rough Grade and Road Improvements

This improvement project consists of rough grading and road improvements along Kettle Ridge Drive (approximately 2,690 linear feet roadway segment) from Sunset Run Drive to Fleet Wing Avenue. This is a 60.5-foot-wide arterial roadway with 20-foot-wide landscape area on the east side, and 21-foot-wide landscape area on the west side.

This project has an estimated total construction cost of $2,719,721, with a special improvement district eligible 15% soft cost of $407,958. The District eligible cost is 100% of the total cost, which is $3,127,679 and includes all soft costs.

Project 8B: One Way Couplet - Kettle Ridge Drive (Sunset Run Drive to Kindle Rise Way) Street Lights

This project consists of street lights in Kettle Ridge Drive between Sunset Run Drive to Fleet Wing Avenue.

This project has an estimated total construction cost of $613,760, with a special improvement district eligible 15% soft cost of $92,064. The District eligible cost is 100% of the total cost, which is $705,824 and includes all soft costs.

Project 10A: Kettle Ridge Drive (Lake Mead Boulevard to Fleet Wing Avenue), Rough Grade and Road Improvements

This project consists of rough grading and road improvements along Kettle Ridge Drive from Lake Mead Boulevard to Fleet Wing Avenue. Included with this rough grade and improvement package is 6' x 10' RCB and 6' x 6' RCB along with manholes and transition structures. This is a 41-foot-wide arterial roadway with 24-foot-wide landscape area on the east side, and 30-foot-wide landscape area on the west side.

This project has an estimated total construction cost of $3,010,876, with a special improvement district eligible 15% soft cost of $451,631. The District eligible cost is 100% of the total cost, which is $3,462,507 and includes all soft costs.

Project 10B: Kettle Ridge Drive (Lake Mead Boulevard to Fleet Wing Avenue), Street Lights

This project consists of street lights in Kettle Ridge Drive between Lake Mead Boulevard to Fleet Wing Avenue.

This project has an estimated total construction cost of $351,342, with a special improvement district eligible 15% soft cost of $52,701. The District eligible cost is 100% of the total cost, which is $404,043 and includes all soft costs.

Project 14A: Kettle Bend Drive and Kestrel Creek Avenue (Sunset Run Drive to Desert Foothills Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements along Kettle Bend Drive from Sunset Run Drive to Kestrel Creek and along Kestrel Creek from Kettle Bend Drive to Desert Foothills Drive. Included with this rough grading and road improvement project is 24" ductile iron water main, including gate valves and appurtenances and 8' x 8' RCB from Carriage Hill / Sky Vista to Kindle Rise. This is an 83.5-foot-wide arterial roadway with 20-foot-wide landscape area on the east side, and 24-foot-wide landscape area on the west side.

This project has an estimated total construction cost of $7,898,961, with a special improvement district eligible 15% soft cost of $1,184,844. The District eligible cost is 100% of the total cost, which is $9,083,805 and includes all soft costs.

Project 14B: Kettle Bend Drive and Kestrel Creek Avenue (Sunset Run Drive to Desert Foothills Drive), Street Lights

This project consists of street lights in Kettle Bend Drive between Sunset Run Drive to Kestrel Creek Avenue and in Kestrel Creek from Kettle Bend Drive to Desert Foothills Drive.

This project has an estimated total construction cost of $1,429,481, with a special improvement district eligible 15% soft cost of $214,422. The District eligible cost is 100% of the total cost, which is $1,643,903 and includes all soft costs.

Project 17A: Kindle Rise Way (Kettle Bend Drive to Desert Foothills Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Kindle Rise Way from Kettle Bend Drive to Desert Foothills Drive. Included with this rough grading and road improvement project is 8' x 8' RCB and 6' x 7' RCB , with manholes and transition structures. This is a 41-foot-wide arterial roadway with 20-foot-wide landscape area on the north side, and 20-foot wide landscape area on the south side.

This project has an estimated total construction cost of $1,129,548 with a special improvement district eligible 15% soft cost of $169,432. The District eligible cost is 100% of the total cost, which is $1,298,980 and includes all soft costs.

Project 17B: Kindle Rise Way – Kettle Bend Drive to Desert Foothills Drive, Street Lights

This project consists of streetlights in Kindle Rise Way between Kettle Bend Drive to Desert Foothills Drive.

This project has an estimated total construction cost of $119,792, with a special improvement district eligible 15% soft cost of $ 17,969. The District eligible cost is 100% of the total cost, which is $137,761 and includes all soft costs.

Project 19A: Flight Range Avenue (Kettle Bend Drive to Desert Foothills Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Fleet Wing Avenue from Kettle Bend Drive to Desert Foothills Drive. This is a 41-foot-wide arterial roadway with 20-footwide landscape area on the north side, and 20-foot wide landscape area on the south side.

This project has an estimated total construction cost of $824,704, with a special improvement district eligible 15% soft cost of $123,706. The District eligible cost is 100% of the total cost, which is $948,410 and includes all soft costs.

Project 19B: Flight Range Avenue (Kettle Bend Drive to Desert Foothills Drive), Street Lights

This project consists of street lights in Fleet Wing Avenue between Kettle Bend Drive to Desert Foothills Drive.

This project has an estimated total construction cost of $114,411, with an SID eligible 15% soft cost of $17,162. The District eligible cost is 100% of the total cost, which is $131,573 and includes all soft costs.

Project 20A: Flight Range Avenue (Desert Foothills Drive to Kettle Ridge Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Flight Range Avenue from Desert Foothills Drive to Kettle Ridge Drive. This is a 41-foot-wide arterial roadway with 20-foot wide landscape area on the north side, and 20-foot wide landscape area on the south side.

This project has an estimated total construction cost of $1,078,735, with a special improvement district eligible 15% soft cost of $161,810. The District eligible cost is 100% of the total cost, which is $1,240,545 and includes all soft costs.

Project 20B: Flight Range Avenue (Desert Foothills Drive to Kettle Ridge Drive), Street Lights

This project consists of street lights in Flight Range Avenue between Desert Foothills Drive to Kettle Ridge Drive.

This project has an estimated total construction cost of $210,184, with a special improvement district eligible 15% soft cost of $31,528. The District eligible cost is 100% of the total cost, which is $241,712 and includes all soft costs.

Project 22A: Flight Edge Way (Kettle Bend Road to Desert Foothills Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Flight Edge Way from Kettle Bend Road to Desert Foothills Drive. This is a 41-foot-wide arterial roadway with 20-foot wide landscape area on the north side, and 20-foot wide landscape area on the south side.

This project has an estimated total construction cost of $893,549, with a special improvement district eligible 15% soft cost of $134,032. The District eligible cost is 100% of the total cost, which is $1,027,581 and includes all soft costs.

Project 22B: Flight Edge Way (Kettle Bend Road to Desert Foothills), Street Lights

This project consists of street lights in Flight Edge Way between Kettle Bend Road to Desert Foothills Drive.

This project has an estimated total construction cost of $101,294, with a special improvement district eligible 15% soft cost of $15,194. The District eligible cost is 100% of the total cost, which is $116,488 and includes all soft costs.

Project 23A: Flight Edge Way (Desert Foothills Drive to Kettle Ridge Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Flight Edge Way from Desert Foothills Drive to Kettle Ridge Drive. This is a 41-foot-wide arterial roadway with 20-foot wide landscape area on the north side, and 20-foot wide landscape area on the south side.

This project has an estimated total construction cost of $501,881, with a special improvement district eligible 15% soft cost of $75,282. The District eligible cost is 100% of the total cost, which is $577,163 and includes all soft costs.

Project 23B: Flight Edge Way (Desert Foothills Drive to Kettle Ridge Drive), Street Lights

This project consists of street lights in Flight Edge Way between Desert Foothills Drive to Kettle Ridge Drive.

This project has an estimated total construction cost of $211,270 with a special improvement district eligible 15% soft cost of $31,691. The District eligible cost is 100% of the total cost, which is $242,961 and includes all soft costs.

Project 26A: Sunset Run (Kettle Ridge to Scurry Bend Drive), Rough Grade and Road Improvements

This project consists of rough grading and road improvements to Sunset Run Drive from Kettle Ridge Avenue to Scurry Bend Avenue. This is an 83-foot-wide arterial roadway with 20-foot wide landscape area on the east side, and 24-foot wide landscape area on the west side.

This project has an estimated total construction cost of $1,813,844 with a special improvement district eligible 15% soft cost of $272,076. The District eligible cost is 50% with the remaining 50% included in another special improvement district. The District eligible cost is 50% of the total cost, which is $1,042,960 and includes all soft costs.

Project 26B: Sunset Run Drive (Kettle Ridge to Scurry Bend Drive), Street Lights

This project consists of street lights in Sunset Run Drive between Kettle Ridge Drive to Scurry Bend.

This project has an estimated total construction cost of $936,610 with a special improvement district eligible 15% soft cost of $144,541. The District eligible cost is 50% with the remaining 50% included in another special improvement district. The District eligible cost is 50% of the total cost, which is $554,076 and includes all soft costs.

Project 27A: Summerlin Parkway (Sky Vista to Sunset Run), Rough Grade and Road Improvements

This project consists of rough grading and road improvements for the extension of one-way roads from I-215 to Kettle Ridge Drive, including the 4-lane one-way segment of Sunset Run (I-215 to Kettle Ridge); the four-lane one-way segment of Sky Vista (Kettle Ridge to I-215); the extension of Desert Foothills (Sky Vista to Sunset Run); and Kettle Ridge (Sunset Run to Sky Vista). These improvements include the installation of 8'x8', 8'x6',7'x6' & 6'x5' Reinforced Concrete Box (RCB) drainage culvert.

This project has a total estimated cost of $13,046,111 for construction, with a total special improvement district eligible cost of $14,023,400. A portion of the cost of the project has been allocated to Village 21, with approximately $3,324,862 of bond proceeds estimated to be available from the City's Special Improvement District No. 814 and the remaining cost of $10,698,538 eligible for reimbursement from the District.

Project 27B: Summerlin Parkway (Sky Vista to Sunset Run), Street Lights

This project consists of street lights and traffic infrastructure in the extension of one-way roads from I-215 to Kettle Ridge Drive, including the 4-lane one-way segment of Sunset Run (I-215 to

Kettle Ridge); the four-lane one-way segment of Sky Vista (Kettle Ridge to I-215); the extension of Desert Foothills (Sky Vista to Sunset Run); and Kettle Ridge (Sunset Run to Sky Vista). This project has a total estimated cost of $3,803,852 for construction, with a total special improvement district eligible cost of $4,374,429. $1,345,587 of the cost has been allocated to Village 21 with the remaining cost of $3,028,842 allocated to the District.

The boundaries of the District, including the parcels to be assessed, are legally described as follows:

SID DESCRIPTION

PARCEL I:

ALL OF THAT LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 1 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 161 OF PLATS, PAGE 68, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

EXCEPTING THEREFROM ANY PORTION THEREOF LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 2 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 163 OF PLATS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

ALL OF THAT LAND LYING WITHIN THE EXTERIOR BOUNDARIES OF 'SUMMERLIN WEST VILLAGE 22 – UNIT 2 FINAL MAP', AS SHOWN BY MAP THEREOF ON FILE IN BOOK 163 OF PLATS, PAGE 43, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

Section 4. The District shall constitute one construction unit with the projects and subprojects described in Section 3. All of the costs of the Project will be defrayed by assessments. The assessments, levied in the principal amount not to exceed $45,425,000 plus interest thereon, shall be payable in semiannual installments at the office of the City Treasurer on the dates and in the amounts set forth in the assessment ordinance related to the District hereafter adopted by the Council.

Section 5. All actions, proceedings and matters previously taken, had and done by the Council and the officers of the City (not inconsistent with the provisions of this Ordinance), concerning the District and the Project, including but not limited to the performing of all prerequisites to the creation of the District, the entering into of the Financing Agreement, the acquisition and improvement of the Project, the determination of the specially benefited

property therein, and the levy of assessments for that purpose be, and the same hereby are, ratified, approved and confirmed.

Section 6. The officers of the City be, and they hereby are, authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings and other items necessary or desirable for the completion of the levying of the assessments for the District and the issuance of the bonds for the Project.

Section 7. Immediately upon the final adoption of this Ordinance, the Council shall, and hereby directs the City Clerk to, file in the office of the County Recorder of Clark County, Nevada, a certified copy of the list of the tracts to be assessed, as shown on the final assessment plat and map. Notwithstanding the foregoing, neither the failure to record such list nor any defect or omission in such list regarding any tract to be included in the District shall affect the validity of any assessment, the lien for the payment thereof or the priority of that lien.

Section 8. If bonds are issued for the Project, the Engineer is hereby authorized to approve all requests by the Developer for payment by the City for the acquisition of each subproject described in the Financing Agreement, subject to and in accordance with the applicable provisions of the Financing Agreement. Upon such approval, the City Treasurer is hereby authorized to make such payments to the Developer, without the necessity of any further authorization or approval by the Council.

Section 9. All ordinances, resolutions, bylaws and orders, 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, resolution, bylaw or order, or part thereof, previously repealed.

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

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. 2021-29

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); ORDERING A STREET PROJECT, STORM SEWER PROJECT, SANITARY SEWER PROJECT, DRAINAGE PROJECT, AND WATER PROJECT, WITHIN THE CITY OF LAS VEGAS, NEVADA; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495. S. Main Street, Las Vegas, Nevada, and that such Ordinance was proposed July 7, 2021, and will be considered for adoption at the regular meeting of the City Council of the City of Las Vegas to be held on July 21, 2021.

/s/ LUANN D. HOLMES, MMC,
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 11. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CREATING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); ORDERING A STREET PROJECT, STORM SEWER PROJECT, SANITARY SEWER PROJECT, DRAINAGE PROJECT, AND WATER PROJECT, WITHIN THE CITY OF LAS VEGAS, NEVADA; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on July 7, 2021, and was passed at the meeting held on July 21, 2021, by the following vote of the City Council:

Those Voting Aye: _____
Those Voting Nay: _____
Those Absent: _____

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the day after the publication of such Ordinance by its title only.

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

DATED this July 21, 2021.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Adoption of Ordinance)

Section 12. 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.

_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

Attest:

_____
LUANN D. HOLMES, MMC,
City Clerk

Approved as to Form:

_____
JAMES B. LEWIS, Deputy City Attorney

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the date after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK :ss.
)
CITY OF LAS VEGAS)

I 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 an ordinance which was introduced at the meeting of the Council on July 7, 2021 and finally adopted and approved on July 21, 2021.

2. The following members of the Council were present at the July 7, 2021 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Absent:	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on July 7, 2021, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on July 21, 2021, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the July 21, 2021 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Voting Nay:	_____
Those Absent:	_____

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

5. All members of the Council were given due and proper notice of the meetings on July 7, 2021 and July 21, 2021. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meetings was given not later than 9:00 a.m. on the third working days before the meetings 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 meetings on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meetings, 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.

6. 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.

7. A copy of such notice so given of the meeting of the Council on July 7, 2021 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on July 21, 2021 is attached to this certificate as Exhibit B.

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

IN WITNESS WHEREOF, I have hereunto set my hand on this July 21, 2021.

_____

LUANN D. HOLMES, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of July 7, 2021 Meeting)

EXHIBIT B

(Attach Copy of Notice of July 21, 2021 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
48

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-30 - For possible action - Ordinance concerning City of Las Vegas Special Improvement District No. 816 (Summerlin Village 22); assessing the cost of local improvements against the assessable property benefited by the local improvements; and providing other matters related thereto. Proposed by: Mike Janssen, Director of Public Works

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 816 (Summerlin Village 22). This ordinance concerns levying and assessing the cost of local improvements against the assessable property benefited by the improvements. Local improvements, including street projects, storm sewer projects, sanitary sewer projects, drainage projects and water projects, shall be paid by special assessments according to the benefits levied against the benefited parcels of land within the district pursuant to NRS Chapter 271.

RECOMMENDATION:
ADOPTION at the July 21, 2021 City Council Meeting pursuant to the July 19, 2021 Recommending Committee Meeting.

First Reading – 7/7/2021 First Publication – 7/10/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-30

Summary – An ordinance levying assessments in the City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22), ratifying action taken by City officers toward the creation of such District, and providing other matters related thereto.

BILL NO. 2021-30

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); ASSESSING THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE PROPERTY BENEFITED BY THE LOCAL IMPROVEMENTS; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City Council (the "Council") of the City of Las Vegas, Nevada (the "City"), has previously, pursuant to the requisite preliminary proceedings, created the City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22) (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project, water project and drainage project (the "Project"), and has provided that the entire cost and expense of the Project shall be paid by special assessments, according to benefits received by the benefited lots, tracts and parcels of land in the District; and

WHEREAS, pursuant to Chapter 271 of the Nevada Revised Statutes ("NRS") and all laws amendatory thereof and supplemental thereto (the "Act"), there has previously been presented to the Council a written petition from The Howard Hughes Company, LLC, a Nevada limited liability company (the "Developer"), requesting the City to initiate the formation of the District and the acquisition and improvement of the Project and to issue bonds and levy assessments and requesting the City to proceed with certain actions required by the Act; and

WHEREAS, the City and the Developer have entered into a Development and Financing Agreement dated as of July 7, 2021 (the "Financing Agreement"), for the acquisition and improvement of the Project that contains the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the City has further entered into an Agreement with each of William Lyon Homes, Inc., dba Taylor Morrison, a California corporation, and Woodside Homes of Nevada, LLC, a Nevada limited liability company (collectively, the "Land Owners"), each dated

as of July 7, 2021 (collectively, the "Landowner Agreements"), which contain the terms and conditions required by NRS 271.710 and 271.720; and

WHEREAS, the Developer and the Land Owners are collectively the owners of 100% of the assessable property comprising the District; and

WHEREAS, the District has been created by an ordinance designated as the "District No. 816 Creation Ordinance" previously approved by the Council under the provisions of the Act; and

WHEREAS, the Council has determined that the entire cost and expense to the City of the acquisition and improvement of the Project is to be paid by special assessments levied against the benefited lots, tracts and parcels of land in the District; and

WHEREAS, such cost and expense of the Project includes the costs and expenses of the City to be incurred in connection with the issuance of the bonds by the City (including any refunding thereof, the "Bonds") to finance the cost of the acquisition and improvement of the Project and the amount of reserve and other funds for the Bonds; and

WHEREAS, the Council has determined and does hereby declare that the net cost to the City of the Project is $45,425,000 of which $-0- is available from other sources and $45,525,000 is to be assessed upon the benefited lots, tracts and parcels of land in the District; and

WHEREAS, after determination of the cost and expense of the acquisition and improvement of the Project to be paid by the property specially benefited, the Council, together with the Engineer (defined herein), made out an assessment roll for the District containing, among other things, the name and address of the last-known owner of the property to be assessed, a description of each lot, tract and parcel of land to be assessed, and the amount of the assessment thereon and has filed the assessment roll with the City Clerk; and

WHEREAS, the assessments do not exceed the benefits to the property assessed nor the total cost and expense of the acquisition and improvement of the Project payable from assessments as previously determined and do not exceed the reasonable market value of the lots, tracts and parcels of land to be assessed; and

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

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

Section 1. This ordinance shall be known as and may be cited by the short title "District No. 816 Assessment Ordinance" (this "Ordinance").

Section 2. Unless the context otherwise requires, capitalized terms used herein shall have the following meanings:

"**Act**" means the Consolidated Local Improvements Law, being Chapter 271 of the Nevada Revised Statutes, as amended from time to time.

"**Administration Fund**" means the fund of that name established under the Indenture.

"**Administrative Allocation**" means, for any Assessment Year, the remainder of (a) the aggregate amount of Assessment Installments payable in such Assessment Year in accordance with this Ordinance (without taking into account any reduction in such Assessment Installments required to be made pursuant to Section 5C hereof), less (b) Annual Debt Service for the Bond Year commencing in such Assessment Year.

"**Administrative Budget Amount**" means, for any Administrative Year, the amount that the City reasonably anticipates, as of the May 15 immediately preceding the commencement of such Administrative Year, will be required to be available in the Administration Fund to pay Administrative Costs during the course of such Administrative Year or any subsequent Administrative Year; provided, however, the Administrative Budget Amount may not exceed the Administrative Allocation for such Administrative Year.

"**Administrative Costs**" means the actual and reasonable costs of administering the levy, collection and enforcement of the Assessments and all other actual and reasonable administrative costs and incidental expenses related to the Assessments or the Bonds, including, but not limited to, Trustee's fees and expenses, engineer's fees and expenses, outside legal costs, the costs and expenses of City staff and fees incurred in connection with the calculation of arbitrage rebate due to the federal government, the costs of existing or projected delinquencies in Assessment payments in current or future Administrative Years in amounts determined by the City in its sole discretion, which amounts may be used to pay Annual Debt Service in the City's sole discretion, the costs of complying with federal securities laws, and the costs of any modification to the District.

"**Administrative Year**" means the twelve-month period beginning on June 2 in each year and extending to the next succeeding June 1, both dates inclusive. The first Administrative Year shall begin on June 2, 2022 and end on June 1, 2023.

"Annual Debt Service" means, with respect to any Outstanding Bonds, for each Bond Year, the sum of (a) the interest due on such Bonds in such Bond Year, assuming that such Bonds are retired as scheduled (including by reason of mandatory sinking fund redemptions), and (b) the principal amount of the such Bonds due in such Bond Year (including any mandatory sinking fund redemptions due in such Bond Year).

"**Appraised Value**" means the market value of all or any portion of the Property (assuming the completion of any portion of the Project to be acquired with the proceeds of Bonds that have been issued) as set forth in a Qualified Appraisal Report prepared by a Qualified Appraiser.

"**Assessment**" or "**Assessments**" means, with respect to the Property, or a portion thereof, the aggregate special assessments levied by the City thereon pursuant to and in accordance with the terms of this Ordinance and, with respect to an individual parcel of the Property, means the special assessment levied by the City thereon pursuant to and in accordance with the terms of this Ordinance.

"**Assessment Installments**" means the installments of principal and interest payable with respect to the Assessments.

"**Assessment Revenue Fund**" means the fund of that name established under the Indenture.

"**Assessment Roll**" means the Assessment Roll prepared by the Engineer in connection with the levy of the Assessments.

"**Assessment Year**" means the twelve-month period beginning on April 2 in each year and extending to the next succeeding April 1, both dates inclusive, except that the first Assessment Year shall begin on April 2, 2022 and end on April 1, 2023.

"**Bond Year**" means each twelve-month period beginning on June 2 in each year and extending to the next succeeding June 1, both dates inclusive, except that the first Bond Year shall begin on June 2, 2022 and end on June 1, 2023.

"**Chief Financial Officer**" means the Chief Financial Officer of the City.

"**City Treasurer**" means the Treasurer of the City, who is the officer of the City upon whom is delegated by law general responsibility for the maintenance of the moneys and other funds of the City.

"**Creation Ordinance**" means the ordinance of the City Council creating the District.

"**Construction Fund**" means the fund of that name established under the Indenture.

"**Credit Amount**" means, for any Assessment Year, an amount equal to the remainder of (a) the sum of (i) the amount on deposit in the Assessment Revenue Fund on June 3 of such Assessment Year plus (ii) an amount equal to the Administrative Allocation for such Assessment Year, less (b) an amount equal to the Administrative Budget Amount for the Administrative Year commencing in such Assessment Year.

"**District**" means the "City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22)" created by the City pursuant to the Creation Ordinance.

"**Engineer**" means the City Engineer.

"**Engineer's Report**" means the engineer's report for the District prepared by the Engineer, as originally approved or as the same may be amended from time to time in accordance with the Act.

"**Indenture**" means the Trust Indenture relating to the Bonds by and between the City and the Trustee, as originally executed or as it may from time to time be amended or supplemented by any Supplemental Indenture.

"**Initial Appraisal Report**" means the Qualified Appraisal Report prepared by BTI in connection with the creation of the District.

"**Initial Credit Amount**" means $227,125.

"**Initial Semiannual Credit Amount**" means an amount equal to 50% of the Initial Credit Amount.

"**NRS**" means the Nevada Revised Statutes, as amended from time to time.

"**Ordinance**" means this Ordinance.

"**Parity Assessment**" means a special assessment levied pursuant to the Act or any similar law, the lien of which is on a parity with the lien of the Assessments.

"**Payment Dates**" means April 1 and October 1, commencing October 1, 2021.

"**Project**" means the local improvements to be acquired, constructed and improved by the City with a portion of the proceeds of the Bonds, which local improvements are described in the Engineer's Report and the Creation Ordinance.

"**Property**" means the real property located within the District, as described in the Creation Ordinance.

"**Qualified Appraisal Report**" means a real estate appraisal report which (a) has been prepared by a Qualified Appraiser, (b) uses a date of value, or was updated by a letter dated, no more than six months prior to the date of submittal to the Trustee, (c) states that it is prepared in accordance with the applicable standards of the Appraisal Institute for such reports, (d) is written in conformance with Uniform Standards of Professional Appraisal Practice (USPAP), and (e) employs a methodology and provides limiting conditions that are consistent with the Initial Appraisal Report.

"**Qualified Appraiser**" means BTI Appraisal, or any other real estate appraiser selected by the City that has a MAl designation from the Appraisal Institute and that is a Certified General Appraiser licensed in the State.

"**Qualified Engineer**" means a qualified engineer, or firm of engineers, of recognized standing in the field of assessment engineering.

"**Reserve Fund**" has the meaning ascribed thereto in the Indenture.

"**Semiannual Credit Amount**" means, for any Assessment Year, 50-percent of the Credit Amount for such Assessment Year.

"**State**" means the State of Nevada.

"**Supplemental Indenture**" means any indenture amendatory of or supplemental to the Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized under the Indenture.

"**Trustee**" means The Bank of New York Mellon Trust Company, N.A., as trustee under the Indenture, and any successor thereto permitted under the Indenture.

"**Value to Lien Ratio**" means a fraction, (a) the numerator of which is the sum of (i) the taxable value of the Property, or the portion thereof with respect to which the Value to Lien Ratio is being determined, for which a Qualified Appraisal Report has not been provided, as such value is shown on the most recently equalized property tax roll, plus (ii) the Appraised Value of the Property, or the portion thereof with respect to which the Value to Lien Ratio is

being determined, for which a Qualified Appraisal Report has been provided, as such Appraised Value is shown in such Qualified Appraisal Report, and (b) the denominator of which is the sum of the principal amount of existing Assessments levied on the Property or such portion thereof, plus the principal amount of existing Parity Assessments levied on the Property or such portion thereof, plus the principal amount of any Parity Assessments proposed to be levied on the Property or such portion thereof, which proposed Parity Assessments are anticipated to be levied on or before the date of, or in connection with, the event requiring a determination of Value to Lien Ratio; the Value to Lien Ratio shall be expressed, after reducing said fraction, as a number equal to the numerator of said fraction "to" a number equal to the denominator of said fraction.

Section 3. All actions, proceedings and matters previously taken, had and done by the City and the officers thereof (not inconsistent with the provisions of this Ordinance) concerning the District, including, but not limited to, the acquisition and improvement of the Project, the levy of Assessments for those purposes, and the validation and confirmation of the Assessment Roll and the Assessments therein, are ratified, approved and confirmed.

Section 4. For the purpose of paying the cost and expense of acquisition and improvement of the Project by the City, there are hereby levied and assessed against the lots, tracts and parcels of land in the District specially benefited by the Project and described in the Assessment Roll, the amounts and assessments shown in the Assessment Roll (as so filed and confirmed). The Council hereby finds and determines that such Assessments do not exceed the benefits to the property assessed nor the total cost and expense of the acquisition and improvement of the Project payable from assessments as previously determined and do not exceed the reasonable market value of the lots, tracts and parcels of land to be assessed.

Section 5.

A. The Developer, pursuant to the Financing Agreement, and the Land Owners, pursuant to the Landowner Agreements, have elected to pay the Assessments in installments, with interest as hereinafter provided, and the Council hereby authorizes such manner of payment. The unpaid Assessments shall be payable on April 1 and October 1 of each year, commencing on October 1, 2021, in sixty (60) semi-annual substantially equal installments of principal and interest until paid in full, with interest in all cases on the unpaid and deferred installments of principal from the effective date of this Ordinance at a rate or rates, which shall not exceed by more than one percent (1%) the highest rate of interest on the Bonds issued for the

District. Between the effective date of this Ordinance and the date the Bonds are issued, the unpaid Assessments shall bear interest at 0%. After the Bonds are issued, the Council hereby delegates to the City's Chief Financial Officer pursuant to NRS 271.415 the ability to fix the rate or rates of interest on the unpaid Assessments in accordance with the parameters described in this Section. The effective interest rate on the Bonds will not exceed the statutory maximum rate, i.e., will not exceed by more than 3% the "Index of Twenty Bonds," which shall have been most recently published before the time bids for the Bonds are received, or at the time a negotiated offer for the sale of such Bonds is accepted.

B. The City Treasurer shall, on approximately March 1 and September 1 of each calendar year, commencing September 1, 2021, mail, by United States mail, postage prepaid as first-class mail, an assessment bill to each owner of a parcel of the Property with respect to which Assessment Installments are payable on the following April 1 or October 1, respectively. The names and addresses of such property owners shall be obtained from the records of the Clark County Assessor or from such other source or sources as the City Treasurer deems reliable. The assessment bill shall specify the amount of the Assessment Installment payable by such owner on the following April 1 or October 1, as applicable, and shall state that each such day is the last day for payment of such amount. Each assessment bill shall specify what portion of the amount payable constitutes interest and what portion constitutes principal.

C. Pursuant to the Indenture, the Trustee is required to notify the City Treasurer, no later than June 10 of each year, commencing June 10, 2022, of the amount on deposit in the Assessment Revenue Fund as of June 3 of such year. On or before June 15 of each year, commencing June 15, 2022, the City Treasurer shall calculate, or cause to be calculated, the Credit Amount for the then current Assessment Year. An amount equal to the Semiannual Credit Amount for such Assessment Year shall be credited against the aggregate Assessment Installments payable on each Payment Date in such Assessment Year. The amount of the Assessment Installment payable with respect to each parcel of the Property on each such Payment Date shall be reduced by a proportionate share of the Semiannual Credit Amount, such share to be in the same proportion to the whole of the Semiannual Credit Amount as the unpaid and non-delinquent principal of the Assessment levied on such parcel is to the whole of the unpaid and non-delinquent principal of the Assessment levied on the Property. Notwithstanding

the foregoing, an amount equal to the Initial Semiannual Credit Amount shall be credited against the aggregate Assessment Installments payable on October 1, 2021 and April 1, 2022.

The assessment bills shall reflect such reduction in the amount of the Assessment Installment payable on each Payment Date. Any Assessment Installment, the amount payable with respect to which on any Payment Date is reduced pursuant to this Section, shall for all purposes be deemed to have been paid on such Payment Date in an amount equal to such reduction.

D. The owner of any Property assessed and 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 portion of the unpaid principal with interest accruing thereon to the next Payment Date, together with a prepayment premium equal to three percent (3%) of the principal amount so prepaid. If the Bonds (or any bonds issued to refund the Bonds) may then be redeemed without the payment of any premium, the City, in its sole discretion, may waive the requirement of payment of the prepayment premium. No waiver for a particular prepayment premium shall be deemed to be a waiver for any other prepayment premium. The owner of any assessed property may, at any time, request the City to provide information as to the total amount which will be due in connection with a proposed prepayment of an Assessment by such owner and the City will promptly (but in any event within five (5) business days) provide such information to the owner. After any partial prepayment of an assessment or refunding of the Bonds pursuant to NRS 271.488, the City Treasurer shall reamortize the Assessment Installments due on the parcel on which the partial prepayment was made or, in the case of a refunding, on all parcels, so that the remaining Assessment Installments are semiannual substantially level installments of principal and interest with a final due date of April 1, 2051.

E. The Assessment against a portion of Property shall be reduced by the amount of any credits available for such Assessment that are applied as a result of the voluntary prepayment thereof in whole or part as provided in the Indenture. This section does not prevent the City from amending this Ordinance, the Financing Agreement, the Landowner Agreements or any other documents executed in connection with the Bonds to provide for other uses of the interest earned on Bond proceeds, any excess Bond proceeds or the reserve fund established for the Bonds (the "Reserve Fund") in connection with a refunding of the Bonds; and the owners of the property assessed in the District have no entitlement to payment of any

amounts representing interest earned on Bond proceeds, any excess Bond proceeds or the Reserve Fund in the event of such an amendment.

F. The City Treasurer shall, within eight (8) City business days after the end of each calendar month in which Assessment Installments are received, transfer such Assessment Installments to the Trustee for deposit in the Assessment Revenue Fund; provided, however, that any Assessment Installments received during the period from May 1 to May 15 shall be transferred by the City Treasurer to the Trustee no later than May 31 and any Assessment Installments received during the period from November 1 to November 15 shall be transferred by the City Treasurer to the Trustee no later than November 30.

Section 6. The amounts assessed as provided in this Ordinance shall be a lien upon the lots, tracts and parcels of land assessed from the effective date of this Ordinance until paid. Pursuant to NRS Section 271.420, such lien shall be co-equal with the latest lien upon the lots, tracts and parcels to secure the payment of general taxes, shall not be subject to extinguishment by the sale of any property on account of the nonpayment of general taxes, and shall be prior and superior to all liens, claims, encumbrances and titles other than the lien of assessments and general taxes. The sale of any such lot, tract or parcel of land for general or other taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor. Such amounts shall continue to be a lien upon the lots, tracts and parcels of land assessed until paid in full (including all principal and the interest thereon, and any penalties and collection costs).

Section 7. If any parcel of Property is divided after the effective date of this Ordinance and before the collection of all of the Assessment Installments, the Council may require the City Treasurer to apportion the uncollected amounts upon the several parts of land so divided.

A. Apportionments of Assessments shall be made in accordance with the method specified in the Engineer's Report.

B. In accordance with NRS 271.425, the City Treasurer shall prepare, or cause a Qualified Engineer to prepare, a report of such apportionment which, when approved by the City Council, shall be recorded in the office of the Clark County Recorder, 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.

C. The report of such an apportionment, when approved, shall be conclusive on all the parties, and all Assessments thereafter made upon the tracts shall thereafter be according to the subdivision.

Section 8. The City may also reapportion assessments on tracts (whether currently within the District or latter added to the District) with the consent of property owners whose assessment will be increased thereby pursuant to NRS 271.425(3) or NRS 271.710(2), subject to the following restrictions:

A. The City Council shall not make a finding that a proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 will not materially or adversely impair the obligation of the City with respect to Outstanding Bonds unless the City Council first obtains a written report of a Qualified Engineer certifying that, based on a Qualified Appraisal Report, the Value to Lien Ratio (including in the calculation thereof any increase in the Assessment on any parcel as a result of such combination or reapportionment) for each parcel of the Property, if any, on which Assessments are combined and each parcel of the Property, if any, on which Assessments are increased as a result of such reapportionment is at least three (3) to one (1). The City Council shall be entitled to rely on such written report of a Qualified Engineer in making such finding, and such written report of a Qualified Engineer shall be conclusive evidence that such proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 will not materially or adversely impair the obligation of the City with respect to Outstanding Bonds. The City Council shall not make the finding described in subsection 4(b) of NRS 271.425 unless the City Council first obtains a written report of a Qualified Engineer stating that the proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 will not increase the principal balance of any Assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the Assessment. The City Council shall be entitled to rely on such written report of a Qualified Engineer in making such finding, and such written report of a Qualified Engineer shall be conclusive evidence that such proposed combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS

271.425 will not increase the principal balance of any Assessment to an amount such that the aggregate amount which is assessed against a tract exceeds the minimum benefit to the tract that is estimated to result from the project which is financed by the Assessment. Notwithstanding the foregoing, no combination or reapportionment of Assessments pursuant to subsection 2 or subsection 3 of NRS 271.425 shall be made unless, as of the effective date of such combination or reapportionment, there are no delinquencies in the payment of Assessment Installments on any parcel of property on which Assessments will be increased as a result of such combination or reapportionment.

Section 9. In case any such lot, tract or parcel of land so assessed is delinquent in the payment of such assessment or any installment of principal or interest, the City Treasurer promptly (but in no event later than 60 days after the installment due date) shall mark the Assessment Installment delinquent on the Assessment Roll for the District and shall notify the owner of such delinquent property, if known, in writing of such delinquency, by first class mail, postage prepaid, addressed to the addressee's last-known address.

A. Said Assessment shall be enforced by the City Treasurer and other officers of the City, as provided in NRS 271.545 to 271.630, and the Assessment Roll and certified copy of this Ordinance shall be prima facie evidence of the regularity of the proceedings.

B. Except as herein provided, failure to pay any Assessment Installment, whether of principal or interest, 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 shall be indicated by the commencement of foreclosure or sale proceedings by the City. The whole amount of the unpaid principal and the interest that has accrued thereon shall, commencing fifteen (15) days after the date on which the delinquent Assessment Installment became due, whether or not the option to accelerate the due date for the payment of the unpaid principal is exercised, bear a penalty 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 the foreclosure sale or until paid; provided that, at any time prior to the day of such sale, the owner of any such lot or parcel may pay the aggregate amount of all of the delinquent Assessment

Installments originally becoming due on or before the date of said payment, with accrued interest thereon and all penalties and costs of collection accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if a default had not been suffered.

C. If any such collection is not promptly enforced by the City, the registered owner of any Bond may file and prosecute a foreclosure action in the name of the City. The registered owner of any Bond may also proceed against the City to protect and enforce the rights of the registered owners of the Bonds under this Ordinance and the Act by suit, action or special proceedings in equity or at law, either for the appointment of a receiver or for the specific performance of any provision contained herein or in the Act or in an award of execution of any power herein granted for the enforcement of any proper legal or equitable remedy as such registered owner of a Bond may deem most effectual to protect and enforce the rights aforesaid. All such proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all owners of the Bonds then outstanding. The failure of the registered owners of the Bonds so to foreclose upon the property which is the subject of such delinquent assessments or so to proceed against the City, or both, shall not relieve the City or any of its officers, agents or employees of any duty so to take the actions hereinabove set forth.

Section 10. The City shall not levy Parity Assessments against the Property, or any portion thereof, unless the Value to Lien Ratio of each parcel of the Property, or the portion thereof against which such Parity Assessment is proposed to be levied, will be, immediately after such levy, no less than three (3) to one (1).

Section 11. The City Clerk is hereby directed to deliver to the County Assessor, the County Recorder and 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 against whom the assessment was made, 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 Assessment Roll as provided in this Section, nor any defect in the roll as recorded shall affect the validity of the assessments, the lien for the payment thereof or the priority of that lien. The City Treasurer is hereby directed to collect the amounts assessed as a tax upon the lots, tracts and parcels of land assessed.

Section 12. In accordance with NRS 271.390(2), the City Clerk shall give written notice of the levy of assessments by mailing a copy of such notice, postage prepaid, either before or promptly after the effective date of this Ordinance, to the owners of all property upon which the assessment was levied at their last-known addresses. Proof of such mailing shall be made by the affidavit of the City Clerk, provided, however, that failure to mail any such notice or notices shall not invalidate any assessment or any other proceedings concerning the District. Proof of the mailing shall be maintained in the permanent records of the office of the City Clerk until all special assessments and all Bonds shall have been paid in full, as to both principal and interest, or until any claim is barred by an appropriate statute of limitations. The Council hereby determines that the manner of giving notice herein provided 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 13. The notice provided for in NRS 271.390(2) and in Section 12 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 THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22)

NOTICE IS HEREBY GIVEN to the owners of all property upon which an assessment has been levied that, by an ordinance duly passed, adopted, signed and approved on July 21, 2021 (the "Ordinance"), there were levied and assessed against the lots, tracts and parcels of land specially benefited by the local improvements in what is designated as the "City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22)" (said lots, tracts and parcels of land being more specifically described in the assessment roll designated in the Ordinance), the costs and expenses of such improvements.

The assessments are payable at the times and in the amounts specified in the Ordinance. Failure to pay any installment, whether of principal or interest, 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 shall be indicated by the commencement of sale proceedings by the City. The whole amount of the unpaid principal and the interest that has accrued thereon shall, commencing fifteen (15) days after the date on which the delinquent installment became due, whether or not the option to accelerate the due date for the payment of the unpaid principal is exercised, bear a penalty at the rate of 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 the foreclosure sale or until paid; provided that, at any time prior to the day of such sale, the owner of any such lot or parcel may pay the aggregate amount of all of the delinquent installments originally becoming due on or before the date of said payment, with accrued interest thereon and all penalties and costs of collection accrued, and shall thereupon be restored to the right thereafter to pay in installments in the same manner as if a default had not been suffered.

Pursuant to NRS 271.395, within 15 days after the effective date of the Ordinance, any person who has filed a complaint, protest or objection in writing may 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 assessment roll, of each assessment contained in the assessment roll, and of the amount of the assessment levied on each lot, tract and parcel of land, including without limiting the generality of the foregoing, the defense of confiscation, are perpetually barred.

The amounts assessed as aforesaid constitute a lien upon said lots, tracts and parcels of land from July 25, 2021, which lien shall be coequal with the latest lien thereon to secure the payment of general (ad valorem) taxes and prior and superior to all other liens, claims, encumbrances and titles (other than the liens of assessments and general (ad valorem) taxes). The sale of any such lot, tract or parcel of land for general (ad valorem) taxes shall not relieve such lot, tract or parcel of land from such assessment or the lien therefor.

DATED this July 21, 2021.

/s/ LUANN D. HOLMES
City Clerk

Amount of assessment $_____

Description of property assessed _____

(End of Form of Notice)

Section 14. The officers of the City are authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Ordinance, including without limiting the generality of the foregoing, the preparation of all necessary documents, legal proceedings and other items necessary or desirable for the issuance of the Bonds.

Section 15. All ordinances, bylaws, resolutions and orders, 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, bylaw, resolution or order, or part thereof, previously repealed.

Section 16. When first proposed, this Ordinance must be read to the Council by title, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. 2021-30

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); AND ASSESSING THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE PROPERTY BENEFITED BY THE LOCAL IMPROVEMENTS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495 S. Main Street, Las Vegas, Nevada, Las Vegas, Nevada, and that such Ordinance was proposed July 7, 2021, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas to be held on July 21, 2021.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 17. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO. _____

AN ORDINANCE CONCERNING THE CITY OF LAS VEGAS, NEVADA, SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22); AND ASSESSING THE COST OF LOCAL IMPROVEMENTS AGAINST THE ASSESSABLE PROPERTY BENEFITED BY THE LOCAL IMPROVEMENTS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on July 7, 2021, and was passed at the meeting held on July 21, 2021, by the following vote of the City Council:

Those Voting Aye: _____
Those Voting Nay: _____
Those Absent: _____

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the day after the publication of such Ordinance by its title only.

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

DATED this July 21, 2021.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication)

Section 18. 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.

_____
CAROLYN G. GOODMAN, Mayor

(SEAL)

Attest:

_____
LUANN D. HOLMES, MMC,
City Clerk

Approved as to Form:

_____
JAMES B. LEWIS, Deputy City Attorney

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the date after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK :ss.
)
CITY OF LAS VEGAS)

I 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 an ordinance which was introduced at the meeting of the Council on July 7, 2021 and finally adopted and approved on July 21, 2021.

2. The following members of the Council were present at the July 7, 2021 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Absent:	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on July 7, 2021, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on July 21, 2021, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the July 21, 2021 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Voting Nay:	_____
Those Absent:	_____

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

5. All members of the Council were given due and proper notice of the meetings on July 7, 2021 and July 21, 2021. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meetings was given not later than 9:00 a.m. on the third working days before the meetings 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 meetings on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meetings, 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.

6. 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.

7. A copy of such notice so given of the meeting of the Council on July 7, 2021 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on July 21, 2021 is attached to this certificate as Exhibit B.

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

IN WITNESS WHEREOF, I have hereunto set my hand on this July 21, 2021.

_____

LUANN D. HOLMES, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of July 7, 2021 Meeting)

EXHIBIT B

(Attach Copy of Notice of July 21, 2021 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
49

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2021-31 - For possible action - Ordinance authorizing the issuance and sale by the City of its Special Improvement District No. 816 (Summerlin Village 22) Local Improvement Bonds, Series 2021, approving the form of certain documents with respect to such bonds, ratifying action taken by City officers toward the issuance of such bonds; and providing other matters related thereto. Proposed by: Venetta Appleyard, Director of Finance

FISCAL IMPACT:
Budget Funds Available
Amount: $45,425,000
Funding Source: Capital Projects Fund - Special Assessments
Dept./Division: Finance

PURPOSE/BACKGROUND:
The Howard Hughes Company, LLC (the Developer) has requested that the City of Las Vegas (City) form a special improvement district within the City pursuant to the provisions of Nevada Revised Statutes Chapter 271 to levy special assessments, and to issue one or more series of bonds to provide for the construction, acquisition, or furnishing of certain public improvements within Special Improvement District No. 816 (Summerlin Village 22). This ordinance authorizes the issuance of Local Improvement Bonds in the principal amount of $45,425,000 to provide funds to pay the cost and expense of local improvements within the Special Improvement District No. 816 (Summerlin Village 22).

RECOMMENDATION:
ADOPTION at the July 21, 2021 City Council Meeting pursuant to the July 19, 2021 Recommending Committee Meeting.

First Reading – 7/7/2021 First Publication – 7/10/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-31

Summary - An ordinance authorizing the issuance of the "City of Las Vegas, Nevada, Special Improvement District No. 816 (Summerlin Village 22) Local Improvement Bonds, Series 2021," and approving the form of certain documents with respect to such bonds, ratifying action taken by City officers toward the issuance of such bonds, and providing other matters related thereto.

BILL NO. 2021-31
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22) LOCAL IMPROVEMENT BONDS, SERIES 2021; APPROVING THE FORM OF CERTAIN DOCUMENTS WITH RESPECT TO SUCH BONDS; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARD THE ISSUANCE OF SUCH BONDS; AND PROVIDING OTHER MATTERS RELATED THERETO.

WHEREAS, the City of Las Vegas, Nevada (the "City") is organized and operating pursuant to the provisions of Chapter 517, Statutes of Nevada 1983, as amended, and the general laws of the State of Nevada; and

WHEREAS, the City Council of the City (the "Council") has heretofore, pursuant to the requisite preliminary proceedings, created the "City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22)" (the "District") for the purpose of acquiring and improving a street project, storm sewer project, sanitary sewer project, drainage project, and water project (the "Project") and has provided that the entire cost and expense of the Project shall be paid by special assessments, according to benefits, levied against the benefitted lots, tracts and parcels of land in the District; and

WHEREAS, the Council has by ordinance (the "Assessment Ordinance") levied assessments in the amount of $45,425,000 against the property in the District benefitted by the Project; and

WHEREAS, the Council desires to issue its "City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22) Local Improvement Bonds, Series 2021," in an aggregate principal amount not to exceed $45,425,000 (the "Bonds") to provide funds to pay the cost and expense of the Project; and

WHEREAS, the Bonds are to be payable from the sources permitted by the Consolidated Local Improvements Law, Chapter 271, NRS, and all laws amendatory thereof and

supplemental thereto (the "Act"), as more fully described in the hereinafter referred to Indenture; and

WHEREAS, the Bonds are to be sold by the City to Stifel, Nicolaus & Company, Incorporated, as underwriter and purchaser of the Bonds (the "Purchaser"); and

WHEREAS, the Bonds are to be issued pursuant to a Trust Indenture (the "Indenture") between the City and The Bank of New York Mellon Trust Company, N.A., as trustee; and

WHEREAS, the Bonds are to bear interest at the rates per annum provided in the bond purchase proposal submitted by the Purchaser and accepted by the City's Chief Financial Officer (the "Chief Financial Officer"), which rates must not exceed by more than 3% the Index of Twenty Bonds most recently published in The Bond Buyer prior to the time the offer to purchase the Bonds is received, and are to be sold at a price equal to the principal amount thereof, plus accrued interest to the date of delivery of the Bonds, plus a premium of any amount or less a discount not exceeding 9% of the principal amount thereof, all as specified by the Chief Financial Officer in a certificate dated on or before the date of delivery of the Bonds (the "Certificate of the Chief Financial Officer"); and

WHEREAS, the City hereby elects to have the provisions of Chapter 348 of NRS (the "Supplemental Bond Act") apply to the Bonds; and

WHEREAS, the Council has found and determined and hereby declares:

A. It is necessary and in the best interests of the City to effect the Project and to issue the Bonds; and

B. Each of the limitations and other conditions to the issuance of the Bonds in the Charter, the Act, the Supplemental Bond Act, and in any other relevant act of the State or the Federal Government, has been met; and

WHEREAS, there are on file with the City Clerk: (i) the proposed form of the Indenture; (ii) the proposed form of the Purchase Contract between the City and the Purchaser relating to the Bonds (the "Purchase Contract"); (iii) the proposed form of the Continuing Disclosure Certificate relating to the Bonds (the "Disclosure Certificate"); and (iv) the proposed form of the Preliminary Official Statement to be used by the Purchaser in connection with the offering of the Bonds (the "Preliminary Official Statement").

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

Section 1. This Ordinance shall be known as, and may be cited by, the short title "Special Improvement District No. 816 Bond Ordinance" (the "Ordinance").

Section 2. 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 Project and the issuance of the Bonds to provide funds to pay the costs of the Project be, and the same hereby are, ratified, approved and confirmed.

Section 3. To provide the funds for the Project, the City hereby authorizes the issuance of its local improvement bonds under the Act, and the Supplemental Bond Act, to be designated the "City of Las Vegas, Nevada Special Improvement District No. 816 (Summerlin Village 22) Local Improvement Bonds, Series 2021." The Bonds shall be in an aggregate principal amount, mature in the years and amounts, bear interest, and be subject to redemption as provided in a Sale Certificate of the Chief Financial Officer executed and delivered prior to the delivery of the Bonds; provided, however, the Sale Certificate of the Chief Financial Officer shall not authorize: (i) an aggregate principal amount of Bonds in excess of $45,425,000; (ii) an effective interest rate on the Bonds that exceeds by more than three percent (3%) the "Index of Twenty Bonds" which was most recently published in The Bond Buyer prior to the time the Purchase Contract is executed; or (iii) a prepayment premium on the Bonds (relating to optional or mandatory redemptions) in excess of 3% of the principal amount of the Bonds to be redeemed. The Bonds shall be dated, shall be substantially in the forms and in the denominations and shall have the terms and provisions (including, without limitation, provisions relating to their registration, authentication and redemption, and provisions related to a reserve fund for the Bonds (the "Reserve Fund") and the application of the monies therein including, where stated, for the payment of any credits owed to property owners who have prepaid assessments, and provisions for a capitalized interest account for the Bonds to pay up to three months of interest on the Bonds) provided for in the Indenture. The first interest payment date for the Bonds shall be December 1, 2021. The Bonds are payable solely from the proceeds of the assessments against a portion of the specially benefitted lots, tracts and parcels of land in the District and from the other sources set forth in the Indenture. The provisions of NRS 271.428,

271.495 and 271.500 do not apply to the Bonds. The Mayor, the Chief Financial Officer of the City or the City Manager is each hereby authorized to sell the Bonds to the Purchaser at a price equal to the principal amount of the Bonds, plus accrued interest on the Bonds from their date to the date of their delivery, plus a premium or less a discount not exceeding 9% of the principal amount thereof.

Section 4. The forms, terms and provisions of the Indenture, the Disclosure Certificate, and the Purchase Contract be and they hereby are approved in substantially the forms on file with the City Clerk, with only such changes therein as are not inconsistent herewith and are approved by the officers of the City executing the same. The Mayor is hereby authorized to execute and deliver the Indenture and the Disclosure Certificate and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof. The Mayor, the Chief Financial Officer, or the City Manager is hereby authorized to execute and deliver the Purchase Contract and the execution and delivery of the same shall constitute conclusive evidence of the City's approval thereof in accordance with the terms hereof. The City Clerk is hereby authorized and directed to affix the City seal to and to attest any such documents.

Section 5. The forms, terms and provisions of the Bonds, in the forms contained in the Indenture, are hereby approved with only such changes therein, if any, as are not inconsistent herewith. The Mayor is hereby authorized and directed to execute the Bonds, the City Treasurer is hereby authorized and directed to countersign the Bonds and the City Clerk is hereby authorized and directed to affix the City seal to and to attest the Bonds. Such signatures of the Mayor, the City Treasurer and the City Clerk and the seal of the City shall be by facsimile or manually affixed. In case any official whose signature should appear on any Bond shall cease to be such official before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

Section 6. The City hereby authorizes, ratifies and confirms the use of the Preliminary Official Statement by the Purchaser in connection with the offering of the Bonds and hereby approves the distribution by the Purchaser of a final Official Statement in connection with the offering of the Bonds, which final Official Statement shall be substantially in the form of the Preliminary Official Statement with only such changes as shall be approved in writing by the Chief Financial Officer. The Chief Financial Officer and the City Manager are each hereby

authorized to deem the Preliminary Official Statement final on behalf of the City as of its date for purposes of Rule 15c2-12 promulgated by the Securities and Exchange Act of 1934, as amended.

Section 7. The officers of the City shall take all action in conformity with the Act necessary or reasonably required to effectuate the issuance of the Bonds and shall take all action necessary or desirable in conformity with the Act to acquire and improve the Project and to carry out, give effect to and consummate the transactions contemplated by this Ordinance, the Indenture, the Disclosure Certificate, and the Purchase Contract, including without limitation the execution and delivery of any closing documents to be delivered in connection with the sale and delivery of the Bonds.

Section 8. Pursuant to the authority granted by the Assessment Ordinance and NRS 271.415, the Chief Financial Officer of the City is hereby delegated the authority to fix the interest rate on the unpaid and deferred installments of assessments for the District at a rate per annum equal to 1% above the highest rate of interest on the Bonds at any maturity, subject to reduction through the application of any future Credit Amount as provided in Section 5 of the Assessment Ordinance.

Section 9. This Ordinance is adopted by virtue of the Act and the Supplemental Bond Act and pursuant to their provisions; and the City has ascertained and hereby determines that each and every matter and thing as to which provision is made herein is necessary in order to carry out and to effectuate the purposes of the City in accordance with the Act and the Supplemental Bond Act.

Section 10. It is necessary and for the best interests of the City and the inhabitants thereof that the City effect the Project and defray the cost thereof by issuing the Bonds therefor; and it is hereby so determined and declared.

Section 11. All actions, proceedings, matters and things heretofore taken, had and done by the Council and the officers of the City (not inconsistent with the provisions of this Ordinance), concerning the District, including but not limited to the performing of all prerequisites to the creation of the District, the implementation of the Project, the determination of the specially benefitted property therein, the levy of assessments and the issuance and sale of the Bonds for that purpose, be, and the same hereby are, ratified, approved and confirmed.

Section 12. All ordinances, resolutions, bylaws and orders, 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, resolution, bylaw or order, or part thereof, heretofore repealed.

Section 13. When first proposed, this Ordinance must be read to the Council by title and referred to a committee for consideration, after which an adequate number of copies of this Ordinance must be deposited with the City Clerk for public examination and distribution. Notice of the deposit must be published once in a newspaper, printed, published and having general circulation in the City at least 10 days before the adoption of the Ordinance, such publication to be in substantially the following form:

(Form of Publication of Notice of Deposit of an Ordinance)

BILL NO. 2021-31
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22) LOCAL IMPROVEMENT BONDS, SERIES 2021; APPROVING THE FORM OF CERTAIN DOCUMENTS WITH RESPECT TO SUCH BONDS; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARD THE ISSUANCE OF SUCH BONDS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that an adequate number of typewritten copies of the above-numbered and entitled proposed Ordinance are available for public inspection and distribution at the office of the City Clerk of the City of Las Vegas, at her office in City Hall, 495 Main Street, Las Vegas, Nevada, and that such Ordinance was proposed on July 7, 2021, and will be considered for adoption at the a regular meeting of the City Council of the City of Las Vegas to be held on the July 21, 2021.

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Notice of Deposit of An Ordinance)

Section 14. After this Ordinance is signed by the Mayor and attested and sealed by the City Clerk, this Ordinance shall be published once by its title only, together with the names of the Council members voting for or against its passage, such publication to be made in the Las Vegas Review-Journal, a newspaper published and having a general circulation in the City, such publication to be in substantially the following form:

(Form of Publication of Adoption of Ordinance)

ORDINANCE NO.
(of Las Vegas, Nevada)

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS SPECIAL IMPROVEMENT DISTRICT NO. 816 (SUMMERLIN VILLAGE 22) LOCAL IMPROVEMENT BONDS, SERIES 2021; APPROVING THE FORM OF CERTAIN DOCUMENTS WITH RESPECT TO SUCH BONDS; RATIFYING ACTION TAKEN BY CITY OFFICERS TOWARD THE ISSUANCE OF SUCH BONDS; AND PROVIDING OTHER MATTERS RELATED THERETO.

PUBLIC NOTICE IS HEREBY GIVEN that such Ordinance was proposed on July 7, 2021, and was passed at the meeting held on July 21, 2021, by the following vote of the City Council:

Those Voting Aye: _____
Those Voting Nay: _____
Those Absent: _____

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the day after the publication of such Ordinance by its title only.

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

DATED this July 21, 2021.

/s/ CAROLYN G. GOODMAN
Mayor

Attest:

/s/ LUANN D. HOLMES, MMC
City Clerk

(End of Form of Publication of Adoption of Ordinance)

Section 15. 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.

CAROLYN G. GOODMAN, Mayor

(SEAL)

Attest:

LUANN D. HOLMES, MMC,
City Clerk

Approved as to Form:

JAMES B. LEWIS, Deputy City Attorney

This Ordinance shall be in full force and effect from and after July 25, 2021, i.e., the date after the publication of such ordinance by its title.

STATE OF NEVADA)
)
COUNTY OF CLARK :ss.
)
CITY OF LAS VEGAS)

I 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 an ordinance which was introduced at the meeting of the Council on July 7, 2021 and finally adopted and approved on July 21, 2021.

2. The following members of the Council were present at the July 7, 2021 Council meeting:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Absent:	_____

3. The foregoing Ordinance was first proposed and read by title to the City Council on July 7, 2021, and referred to a committee composed of _____ for recommendation; thereafter the said committee reported favorably on said Ordinance on July 21, 2021, which was a regular meeting of said Council; that at said regular meeting, the proposed Ordinance was again read by title to the City Council and adopted. The members of the City Council were present at the July 21, 2021 meeting and voted upon the adoption of the Ordinance as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Stavros S. Anthony
	Michele Fiore
	Cedric Crear
	Brian Knudsen
	Victoria Seaman
	Olivia Diaz
Those Voting Nay:	_____
Those Absent:	_____

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

5. All members of the Council were given due and proper notice of the meetings on July 7, 2021 and July 21, 2021. Pursuant to Nevada Revised Statutes ("NRS") 241.020, written notice of the meetings was given not later than 9:00 a.m. on the third working days before the meetings 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 meetings on the City's website, on the official website of the State of Nevada pursuant to NRS 232.2175, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meetings, 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.

6. 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.

7. A copy of such notice so given of the meeting of the Council on July 7, 2021 is attached to this certificate as Exhibit A and a copy of the notice so given of the meeting of the Council on July 21, 2021 is attached to this certificate as Exhibit B.

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

IN WITNESS WHEREOF, I have hereunto set my hand on this July 21, 2021.

_____

LUANN D. HOLMES, MMC, City Clerk

(SEAL)

EXHIBIT A

(Attach Copy of Notice of July 7, 2021 Meeting)

EXHIBIT B

(Attach Copy of Notice of July 21, 2021 Meeting)

EXHIBIT C

(Attach Affidavit of Publication of Notice of Deposit of the Ordinance)

EXHIBIT D

(Attach Affidavit of Publication of Adoption of Ordinance)

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
50

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2021-28 - Annexation No. 21-0179-ANX1 - Property location: 7418 Constantinople Avenue; Petitioned by: City of Las Vegas; Acreage: 2.63 acres; Zoned: R-E (County zoning), R-E (City equivalent). Sponsored by: Councilman Stavros S. Anthony

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The proposed ordinance annexes certain real property located at 7418 Constantinople Avenue. The annexation is at the request of the property owner. The annexation process has now been completed in accordance with the NRS and the final date of annexation (August 12, 2021) is set by this ordinance.

RECOMMENDATION:
ADOPTION at the August 4, 2021 City Council Meeting pursuant to the July 19, 2021 Recommending Committee Meeting.

First Reading – 7/7/2021 First Publication – 7/22/2021

BACKUP DOCUMENTATION:
1. Bill No. 2021-28 and location map

BILL NO. 2021-28

ORDINANCE NO. _____

AN ORDINANCE TO EXTEND THE BOUNDARIES OF THE CITY, TO PARTICULARLY DESCRIBE THE LAND TO BE ANNEXED, TO MAKE ITS INHABITANTS SUBJECT TO THE LAWS, OBLIGATIONS AND BENEFITS OF THE CITY, AND TO PROVIDE FOR OTHER RELATED MATTERS. (21-0179-ANX1)

Sponsored by: Councilman Stavros S. Anthony

Summary: Annexes property described as located at 7418 Constantinople Avenue.

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

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

> BEING THE SOUTHEAST QUARTER (SE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 60 EAST, M.D.M., CLARK COUNTY, NEVADA.

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

A. The area to be annexed was contiguous to the City's boundaries at the time

the annexation proceedings were instituted;

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

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

D. The City is eligible to annex the described territory because the present or previous landowners have signed a petition constituting one hundred percent (100%) of the owners of record of individual lots or parcels of land within the annexation area.

SECTION 3: The City will provide police protection through the Las Vegas Metropolitan Police Department, fire protection, street maintenance, and library services immediately upon annexation. Garbage collection by the company franchised by the City will also be provided immediately. The City sanitary sewer system will serve the proposed annexation area. Any connection to or extension of this sewer line to serve the annexation area shall be at the expense of the landowners. Other services, such as participation in the City's recreational programs, special education classes and programs, public works planning, building inspections, and other City services will also be available immediately. Utilities such as gas, electricity, telephone, and water are provided by private utility companies and other services to the area will not be affected by annexation. Street paving, curbs and gutters, sidewalks and street lights which are not in place at the time of annexation will be installed in the presently developed areas upon the request of the property owners and at their expense by means of special assessment districts. Such improvements will be extended into the undeveloped areas as development takes place and the need therefor arises, and will be located according to the needs of the area at that time. Such installations will also be made at the expense of the property owners, either by means of special assessment districts or as prerequisites to the approval of subdivision plats, building permits or

other land use or development applications.

SECTION 4: The annexation of the described territory shall become effective on the 12th day of August, 2021, and on that date the City will have the funds appropriated in sufficient amount to finance the extension into the described territory of police protection, fire protection, street maintenance, street sweeping, and street lighting maintenance.

SECTION 5: The described territory, together with the inhabitants and property thereof, shall, from and after the 12th day of August, 2021, be subject to all debts, laws, ordinances and regulations in force in the City and shall be entitled to the same privileges and benefits as other parts of the City, and shall be subject to municipal taxes levied by the City.

SECTION 6: The City Engineer is hereby instructed to cause to be prepared an accurate map or plat of the described territory and to record the map or plat, together with a certified copy of this ordinance, in the office of the County Recorder of Clark County, Nevada, which recording shall be done prior to the 12th day of August, 2021.

SECTION 7: The described territory, which previously has been zoned R-E (County of Clark classification), is hereby classified as R-E (City of Las Vegas classification), which is deemed to be the City equivalent of the County classification.

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

SECTION 9: All ordinances or parts of ordinances or sections, subsections,

phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6.21.21
_____
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 _____, 2021, 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 _____, 2021, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

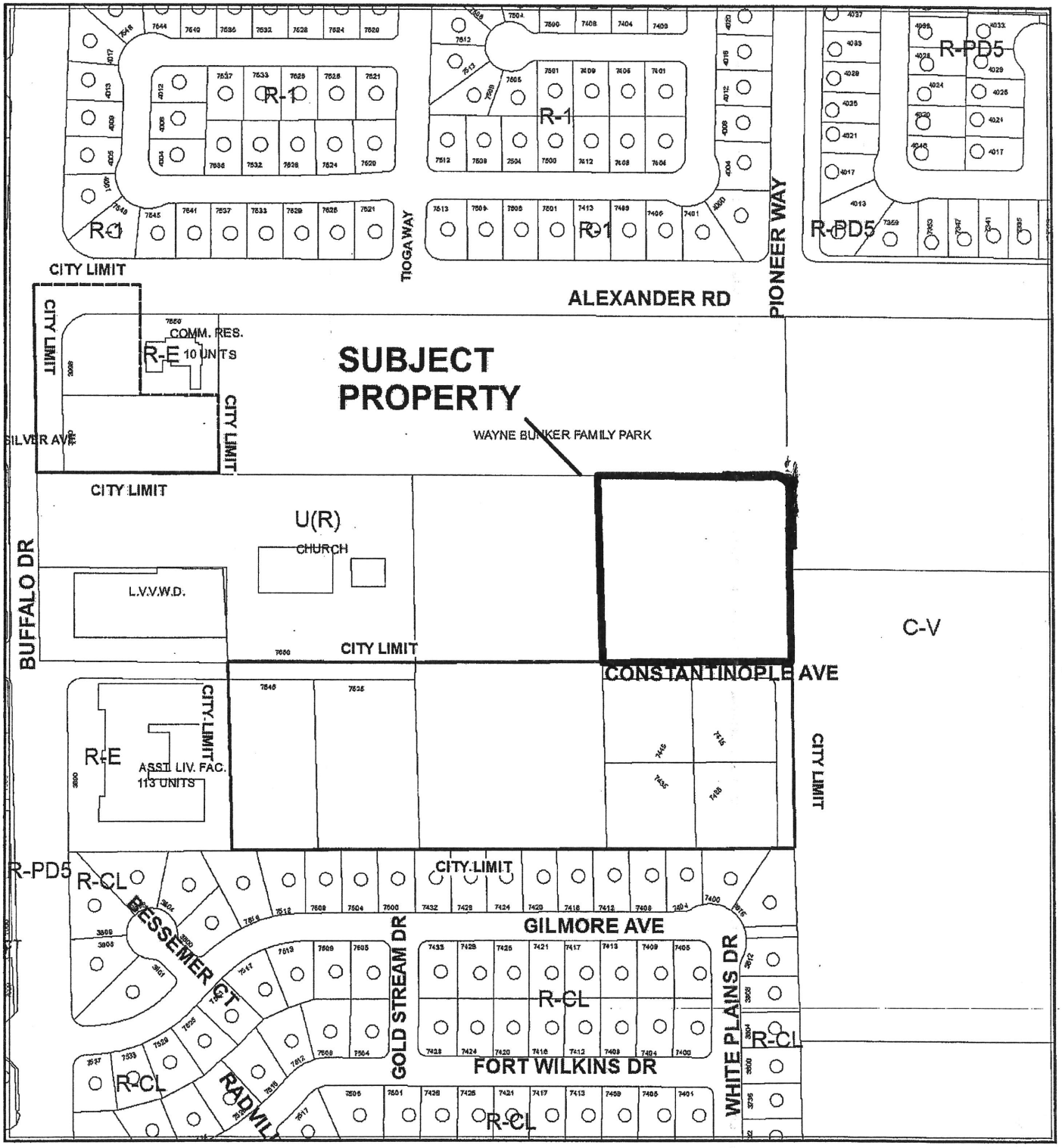
ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk



CASE:21-0179-ANX1

0 205 410
Feet

N

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
51

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
NEW BILLS:

Bill No. Z-2021-1 - Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council. Proposed by: Seth T. Floyd, Director of Community Development

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the City's Official Zoning Map to formally record a change in the zoning designations of approximately 140 parcels whose rezoning was approved by the City Council during the 2020 calendar year. The bill merely formalizes by ordinance the rezoning actions previously taken.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. Z-2021-1

BILL NO. Z-2021-1

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF LAS VEGAS BY CHANGING THE ZONING DESIGNATIONS OF CERTAIN PARCELS OF LAND TO REFLECT AND FORMALIZE REZONING APPLICATIONS PREVIOUSLY APPROVED BY THE CITY COUNCIL, AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Seth T. Floyd,
Director of Community Development

Summary: Amends the City's Official Zoning Map by changing the zoning designations of certain parcels of land to reflect and formalize rezoning applications previously approved by the City Council.

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

SECTION 1: The Official Zoning Map of the City of Las Vegas, as adopted in Title 19, Chapter 00, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by changing the zoning designations for the parcels of land listed in the attached document. The parcels of land have been approved for rezoning by vote of the City Council pursuant to applicable zoning regulations. Therefore, changing the corresponding zoning designations on the Official Zoning Map is now indicated. On the attached document, the parcels are listed by Assessor's Parcel Number. The attached document shows, for each parcel, the zoning designation currently shown on the Official Zoning Map (indicated as "Current Zoning") and the new zoning designation to be shown for the parcel (indicated as "New Zoning").

SECTION 2: The Department of Planning is authorized and directed to make such changes to the Official Zoning Map as are necessary to reflect the amendments described in Section 1 of this Ordinance. In accordance with LVMC 19.00.100, the Official Zoning Map is stored and maintained in the offices of the Department of Planning.

SECTION 3: 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 4: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-6-21
_____
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 _____, 2021, 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 _____, 2021, 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

Parcel #	Current Zoning	New Zoning
16204110006	R-1	T3-N
16204110007		
16204110008		
16204110009		
16204110010		
16204110011		
16204110012		
16204110013		
16204110014		
16204110015		
16204111003		
16204111004		
16204111005		
16204111006		
16204111007		
16204111008		
16204111009		
16204111010		
16204111011		
16204111012		
16204111013		
16204111014		
16204110003	R-1	T4-C
16204110004		
16204110005		
16204111002		
16204111015		
16204101002	O	T4-C
16204111016		
16204111017		
16204111018		
16204112005		
16204510004		
16204510005		
16204510006		
16204510007		
16204110016	P-R	T4-C
16204111001		
16204112004		
16204112006		
16204112007		
16204112008		
16204112011		
16204101006	R-E	T4-C
13932802031	C-D	T4-C
16204116001		
16204116002		

Parcel #	Current Zoning	New Zoning
13932802012	C-1	T4-C
13932802015		
13932802019		
13932802020		
13932802024		
13932802032		
13932802033		
13932802034		
13932802035		
16204101001		
16204101003		
16204101004		
16204101005		
16204101008		
16204101009		
16204101010		
16204101013		
16204110001		
16204110002		
16204110017		
16204112009		
16204112010		
16204112019		
16204112020		
16204112021		
16204510001		
16204510002		
16204510003		
16204117002	P-R	T4-N
16204117003		
12601702008	U	C-1
13920301009	R-3	R-CL
12518501014	U	T-C
12507601006	PD	R-4
12625301003	R-E	C-1
13701301024	U	PD
16202517019	P-R	P-O
13809201020	P-O	R-TH
13809301001		
12636101017	C-V	C-2
16301103001	U	C-1
12625401004	R-E	R-3
12625401005		
12625401008		
13925410001	R-E	R-4
13925410002		
13925410009		

Parcel #	Current Zoning	New Zoning
13823110032	P-R	R-CL
13929704037	R-4	C-2
13935413112	P-4	C-1
13835815003	R-1	P-O
13803301001	U	R-1
13803301004		
13921804010	C-V and R-3	C-1
13831210009	C-V	C-1
13836401012	R-PD15	R-3
13836401013		
13836401014		
13836401015		
13836401016		
13836401017		
13836401018		
13836401019		
13836401020		
13836406001		
13836406009		
12520301019	U	T-C
16203112005	R-4	C-2
16203116002		
16203116001	R-3	C-2
16203116004		
16203116005		
12614710001	C-V	P-D
12614710002		
12614710003		
12614710004		
12614810001		
12614810002		
12623510001		
12623510002		
12623510003		
12623610001		
12623610002		
12623610003		
12623710001	U	P-D
12623710004		
12623810001		
12623810002		
12623810003		
12623810004		
12626510001		
12626610001		
12626610002		

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
52

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
NEW BILLS:

Bill No. 2021-32 - Amends LVMC Chapter 19.04 to add a new section to provide procedures and standards by which parklets and streateries may be established within public rights-of-way and adjacent to public sidewalks in order to provide certain amenities, and amends LVMC Chapter 19.18 to provide corresponding definitions. Sponsored by: Councilwoman Olivia Díaz

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 19.04 to add a new section to provide procedures and standards by which parklets and streateries may be established within public rights-of-way and adjacent to public sidewalks in order to provide certain amenities. The bill will also amend LVMC Chapter 19.18 to provide corresponding definitions. The concept of parklets and streateries has been received well in other areas of the country and is consistent with operations that have been permitted temporarily within the City.

RECOMMENDATION:
This bill should be submitted to a Recommending Committee for review, hearing and recommendation to the City Council for final action.

BACKUP DOCUMENTATION:
1. Bill No. 2021-32

BILL NO. 2021-32

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 19.04 TO ADD A NEW SECTION TO PROVIDE PROCEDURES AND STANDARDS BY WHICH PARKLETS AND STREATERIES MAY BE ESTABLISHED WITHIN PUBLIC RIGHTS-OF-WAY AND ADJACENT TO PUBLIC SIDEWALKS IN ORDER TO PROVIDE CERTAIN AMENITIES; TO AMEND LVMC CHAPTER 19.18 TO PROVIDE CORRESPONDING DEFINITIONS; AND TO PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilwoman Olivia Díaz

Summary: Amends LVMC Chapter 19.04 to add a new section to provide procedures and standards by which parklets and streateries may be established within public rights-of-way and adjacent to public sidewalks in order to provide certain amenities, and amends LVMC Chapter 19.18 to provide corresponding definitions.

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 and 3 of this Ordinance. The amendments are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 2: Title 19, Chapter 4, is hereby amended by adding thereto a new Section 390, reading as set forth in Exhibit A attached hereto.

SECTION 3: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate locations, the following terms and their corresponding definitions:

Parklet. An area that:

1. Is located within public right-of-way and generally is adjacent to a public sidewalk and appears as if it were an extension of the sidewalk;
2. Is constructed of non-permanent materials; and
3. Provides a public amenity, including without limitation open space or a seating area.

Streatery. An area that:

1. Is located within public right-of-way and generally is adjacent to a public sidewalk and appears as if it were an extension of the sidewalk;

2. Is constructed of non-permanent materials; and

3. Provides outdoor seating space for patrons of a nearby restaurant, tavern or similar business.

SECTION 4: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments contained in and adopted by Sections 2 and 3 of this Ordinance.

SECTION 5: 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 6: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2021.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-6-21
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 _____, 2021, 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 _____, 2021, 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

EXHIBIT A

19.04.390 Parklets and Streateries

A. Purpose and Intent

This Section provides standards for the construction, placement and operation of parklets and streateries. The intent of these guidelines is to promote the activation of space for public activity in an orderly and safe manner that provides aesthetic enhancement to the community.

B. Applicability

The standards set forth in this Section are minimum requirements that apply to a parklet or streatery approved through a license agreement or other document qualifying as an "encroachment agreement" under LVMC 13.32.020. The provisions of this Section and compliance therewith are not intended to supersede the application of any other provision of the Municipal Code that may pertain to the use of public right-of-way. A Variance, Administrative Deviation or Waiver under this Title is not available to vary any standard set forth herein regarding parklets or streateries.

C. Parklet and Streatery Design Standards

1. Parklet and Streatery Location Types. Parklets and streateries are designed to offer creative usable outdoor space within compact urban areas where open space opportunities are limited.

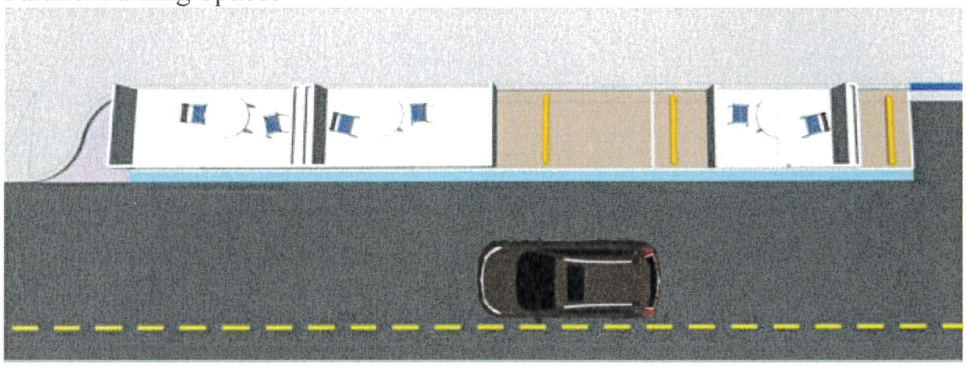
a. Streetside. Parklets and streateries typically will be located within one or more existing on-street public parking spaces adjacent to a host/sponsor business. Parking spaces may be angled, parallel or perpendicular. See Figure 1 for examples. No partket or streatery may occupy handicapped parking spaces at any time.

b. Other public rights-of-way. Occasionally there may be unimproved rights-of-way that allow for a parklet or streatery. Eligible locations may be predesignated by the City. In addition, individual locations may be identified by a prospective host/sponsor business as an ideal location. The prospective host/sponsor business shall coordinate with the Department of Planning and the Department of Public Works to determine the feasibility of utilizing any such location.

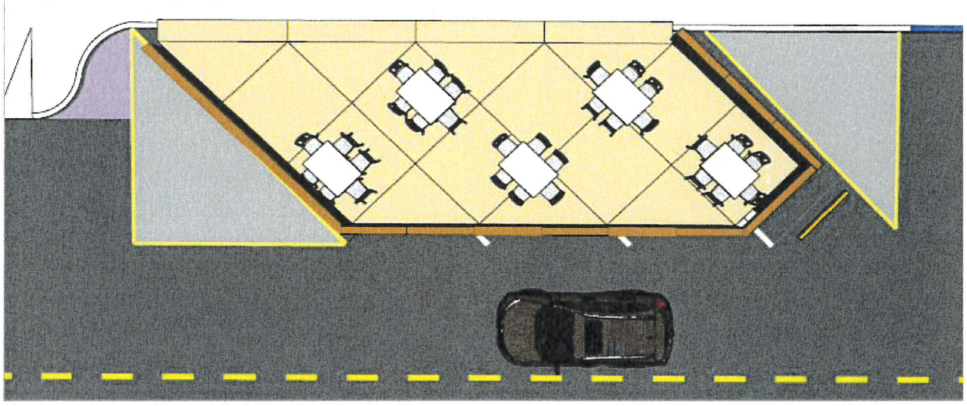
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .

Figure 1: Parallel vs. angled parklets or streateries.

Parallel Parking Spaces



Angled Parking Spaces



. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .
. . .

2. Parklet or Streatery Location Types. See Figure 2 and Table 1 for Physical Design Standards

Figure 2: Parklet or Streatery Physical Design Standards

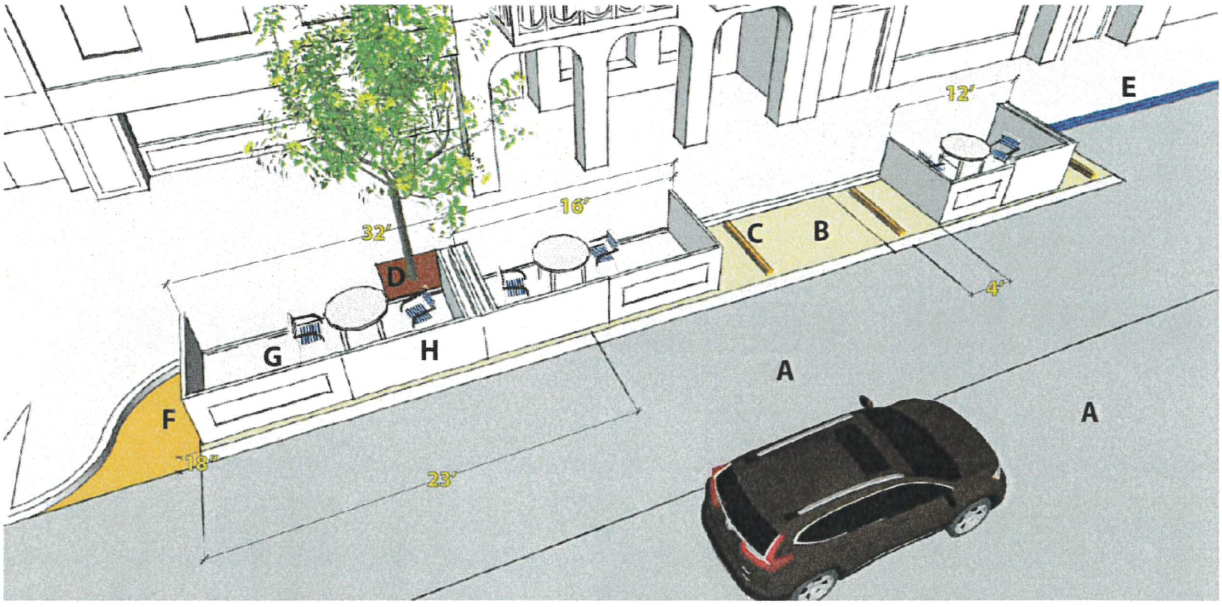


Table 1: Parklet or Streatery Physical Design Standards

A	Setback from vehicle travel lane	Minimum 18 inches
B	Parking Lane Width	8-9 feet
C F	Wheel Stops	Shall be provided 4 feet from the edge of the parklet or streatery when adjacent to another parking space or travel lane; otherwise not required.
D	Sidewalk Clearance	Physical obstacles such as trees, utility boxes, or fire hydrants shall be at least 4 feet from the parklet or streatery.
E	Prohibited locations	Shall not be located in front of any painted curb, fire hydrant or fire department connection
G	ADA/PROWAG Conformance	Shall meet all ADA and PROWAG requirements for wheelchair turning movement and resting space; shall provide 4 feet of clearance from physical obstacles such as trees, utility boxes, or fire hydrants.
H	Height	Minimum 30 inches with a continuous exterior edge

3. Accessibility

a. Design and construction compliance. Proposed structures must be designed and constructed in conformance with the Americans with Disabilities Act 2010 Standards for Accessible Design, and the Public-Rights-of-Way Accessibility Guidelines (PROWAG).

b. Accessible deck surface. The connection between the parklet or streatery and the sidewalk (if applicable) must be level.

c. Accessible entry. The parklet or streatery must incorporate at least one ADA access point a minimum of 48 inches wide for each parking space utilized.

d. Wheelchair turning space. The parklet or streatery must allow for a minimum turning space of 60

inches in diameter entirely within the platform.

e. Wheelchair landing. A 36-inch by 48-inch clear floor area must be provided for wheelchair use. The wheelchair landing space may overlap with the wheelchair turning space.

4. Visibility

a. The applicant for a parklet or streatery shall submit to the Department of Public Works a sight visibility study for review as part of the license agreement or similar approval pursuant to LVMC 13.32.020.

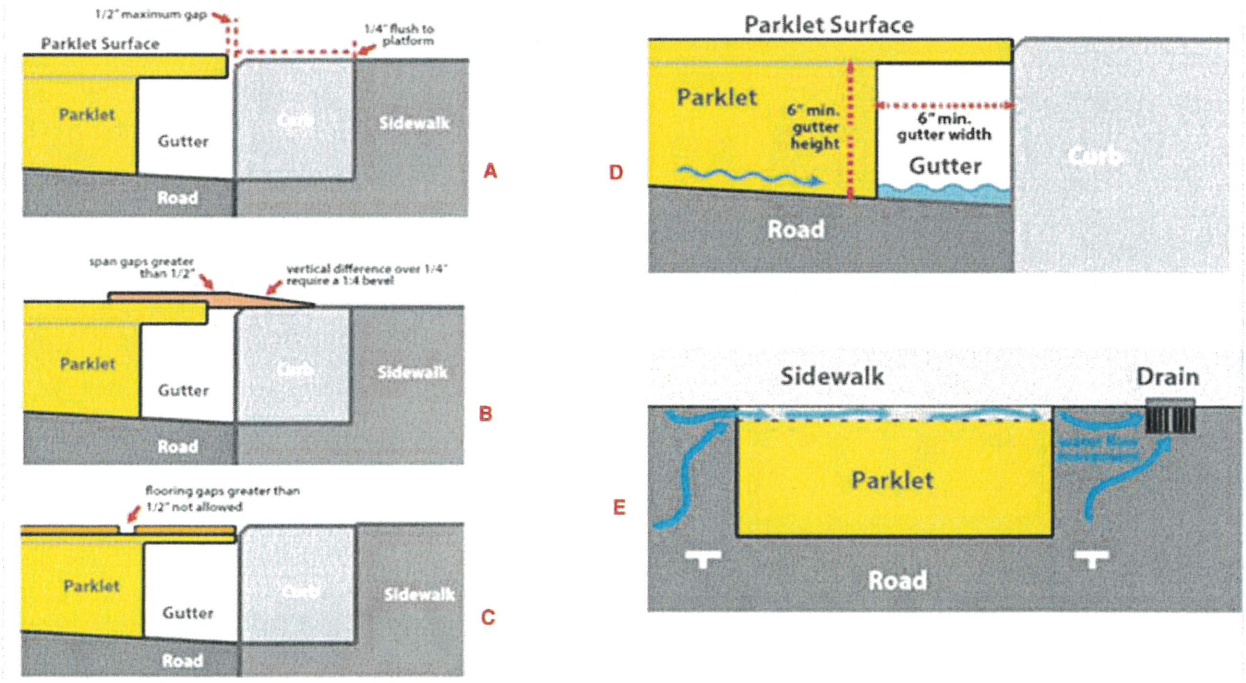
b. Proposed landscaping or other objects shall not block motorist line-of-sight visibility requirements established in this Title and in current AASHTO guidelines.

c. All shade structures shall be securely fastened to the parklet or streatery and shall be wind resistant.

d. Signage on the structure, umbrellas, awnings or canopies of a parklet or streatery shall be limited to the business logo of the associated business and may not exceed 20 percent of the overall area of the structure, umbrella, awning, or canopy.

5. Platform Design. Platform design standards shall be in accordance with this Paragraph 5 and Figure 3 below.

Figure 3: Parklet or Streatery Platform Design Standards



a. Clearance. The structure shall maintain 18 inches of clearance from the adjacent travel lane, or 18 inches clearance from the outside edge of the marked parking space.

b. Materials. Durable materials must be used that can withstand wear and tear from the elements. The applicant(s) is (are) responsible for maintaining all platform elements and ensuring they are in good condition.

c. Existing Public Utilities. Structures within the parking lane shall not restrict access to public utilities.

d. Threshold. The deck or platform shall be flush with the sidewalk and shall not leave a horizontal separation greater than one-half inch or a vertical separation greater than one-quarter inch (See Figure 3, subparts A, B and C).

e. Attachment Prohibited. At no time shall structures be bolted or affixed in any way to the roadway or any structure, including but not limited to buildings, fire hydrants, street trees, streetlights, signage or traffic poles.

f. Use of Concrete Prohibited. Pouring concrete for shared space platforms is prohibited. Concrete pavers on a platform structure are permitted.

g. Access. Fire hydrants and other fire department connections shall remain accessible at all times.

h. Platform Surface. Surface materials must be textured or treated with a non-skid coating to ensure a safe walking surface. Loose particles, such as sand or loose stone, are prohibited.

i. Drainage. Platforms shall allow for curbside drainage flow. A six-inch by six-inch minimum clear gutter space must be provided along the entire length of the proposed platform (See Figure 3, subparts D and E).

6. Maintenance. Parklets and streateries shall be:

a. Maintained by the sponsor or host business at all times. If the sponsor/host business goes out of business, the parklet or streatery shall be removed and the public right-of-way restored to its normal condition.

b. Maintained in good structural condition, in compliance with all building and electrical codes, and in conformance with this Section at all times.

c. Maintained in a clean and orderly manner to be free of trash and litter, and free from fading, peeling, chipping or other states of disrepair.

7. Neighborhood Notification

The applicant for a parklet or streatery under this Section must provide public notice of the applicant's intent to install a parklet or streatery. Such notice must be posted for a minimum of 10 days during the application period. The notice must be printed on a sheet of paper of at least 8½ inches by 11 inches in size and must be posted in a conspicuous location that allows for patrons to view it without entering the host/sponsor business, if applicable. The notification must include, at a minimum, the following:

a. A statement of purpose that includes the set-up date, tear-down date and hours of operation;

b. A site plan showing the parklet or streatery in context with the street, sidewalk or other public area (as applicable);

c. Elevations of the parklet or streatery structure; and

d. Contact information for the applicant.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
53

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Bryan K. Scott

SUBJECT:
Closed Session - A closed meeting is called in accordance with NRS 241.015(3)(b)(2) to receive information from the City Attorney about potential and existing litigation

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
To discuss potential pending litigation.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
54

DEPARTMENT: Economic & Urban Development **DISCUSSION**
DIRECTOR: Ryan Smith, Acting

SUBJECT:
Public hearing and discussion for possible action regarding the approval of a Market Rent Letter pertaining to the lease of the 6,281 square feet of City of Las Vegas (City) owned retail space located at 355 Promenade Place, Suite B-2 (APN 139-33-610-033), in the Redevelopment Area - Ward 5 (Crear) [NOTE: This item is related to Item 42 (R-36-2021)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City performed a single appraisal and now desires to lease 6,281 square feet of retail space in 355 Promenade Place, Suite B-2. Pursuant to Nevada Revised Statute 268.059, if the Las Vegas City Council holds a public hearing on the fair market rental value, only one appraisal is required. A single appraisal of the fair market rental value of the retail space was conducted on May 5, 2021, by Southwest Property Consultants that was selected from the list of appraisers established by the City. Approval of this item will allow the City to move forward to consider the Lease Agreement.

RECOMMENDATION:
Approval of the appraised value as the fair market rental value for the 6,281 square feet of retail space located at 355 Promenade Place.

BACKUP DOCUMENTATION:
1. Market Rent Letter

SOUTHWESTPROPERTYCONSULTANTS
>>ADDRESS: 9205 w. russell rd, suite 240, las vegas, nevada 89148
>>OFFICE: 702.485.4441 >>FAX: 702.823.4441

June 29, 2021

Ms. Julie Quisenberry
City of Las Vegas
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

Re: Market Rent Letter:
Symphony Park Parcel B2 Retail
355 Promenade Place
Las Vegas, NV 89106
Reference: SPC File No. C-2104-16
Client P.O. No.: 435913

Ms. Quisenberry:

As requested by the City of Las Vegas, the property located at 355 Promenade Place, Las Vegas, Nevada 89106 has been analyzed in Appraisal Report format for a market rent analysis. The Appraisal Report is referenced as Southwest Property Consultants File No. C-2104-16 and Client P.O. No. 435913. The effective date of the Appraisal Report was May 5, 2021. The client and intended user were identified as the City of Las Vegas. The intended use was to assist the client in establishing the Fair Market Rent.

At the request of the client, the purpose of this letter is to illustrate the Fair Market Rent for a 20-year period for Retail Suite B2. This is 10 years beyond what was identified in the Appraisal Report as being typical; however, 20-year leases are not uncommon in the market and we consider this a reasonable request. No change in the initial year's rent or expected lease escalations of CPI or 3% per year are anticipated.

This letter serves as an addendum to the referenced appraisal report and cannot be fully understood without possession of the original report.

The 20-year rent schedule based on the Fair Market Rent is illustrated on the following page:

©2021 SOUTHWEST PROPERTY CONSULTANTS

SOUTHWESTPROPERTYCONSULTANTS
>>ADDRESS: 9205 w. russell rd, suite 240, las vegas, nevada 89148
>>OFFICE: 702.485.4441 >>FAX: 702.823.4441

RENT SCHEDULE - RETAIL SUITE B2			
Year	Retail Suite B2 Size (SF)	Fair Market Rent w/ 3% Annual Increase	Total Annual Rent
Year 1	6,281 SF	$39.00	$244,959.00
Year 2	6,281 SF	$40.17	$252,307.77
Year 3	6,281 SF	$41.38	$259,877.00
Year 4	6,281 SF	$42.62	$267,673.31
Year 5	6,281 SF	$43.89	$275,703.51
Year 6	6,281 SF	$45.21	$283,974.62
Year 7	6,281 SF	$46.57	$292,493.86
Year 8	6,281 SF	$47.97	$301,268.67
Year 9	6,281 SF	$49.40	$310,306.73
Year 10	6,281 SF	$50.89	$319,615.93
Year 11	6,281 SF	$52.41	$329,204.41
Year 12	6,281 SF	$53.99	$339,080.54
Year 13	6,281 SF	$55.60	$349,252.96
Year 14	6,281 SF	$57.27	$359,730.55
Year 15	6,281 SF	$58.99	$370,522.47
Year 16	6,281 SF	$60.76	$381,638.14
Year 17	6,281 SF	$62.58	$393,087.28
Year 18	6,281 SF	$64.46	$404,879.90
Year 19	6,281 SF	$66.39	$417,026.30
Year 20	6,281 SF	$68.39	$429,537.09

If you have any question or concern regarding the certification letter, or, if we can provide additional assistance with this or any other valuation assignment, please contact us.

Sincerely,

SOUTHWEST PROPERTY CONSULTANTS



Matthew Buxton, MAI, SRA
Principal
Certified General Real Estate Appraiser
State of Nevada Certificate No. A.0007839-CG
Expiration Date: June 30, 2022
Telephone: 702.485.4441
Email: matt@swpconsultants.com

©2021 SOUTHWEST PROPERTY CONSULTANTS

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
55

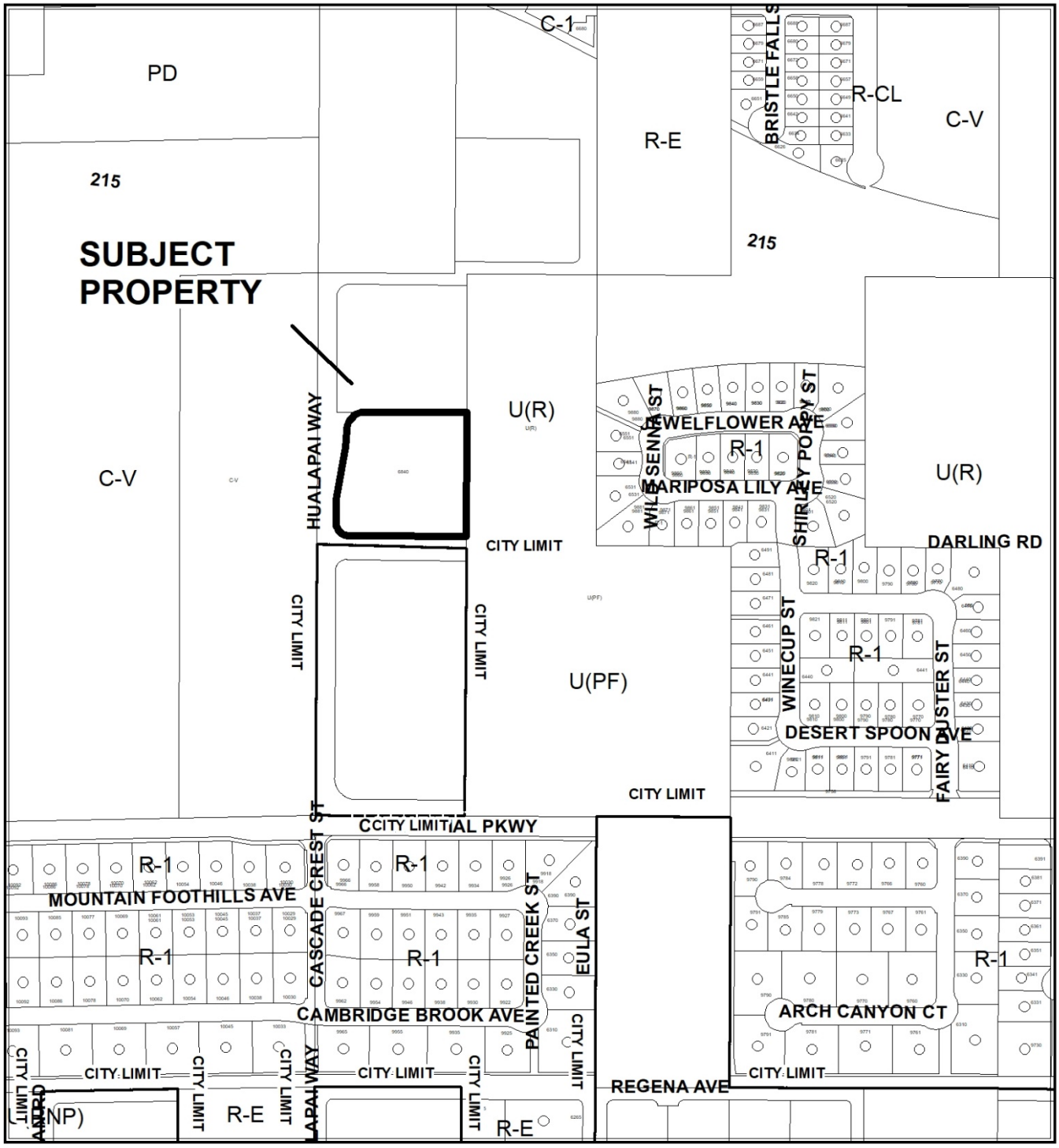
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
21-0313-EOT1 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT: RAPINDER CHIMA - OWNER: RED RUPEE, LLC - For possible action on a request for a first Extension of Time of a Major Amendment (SDR-75860) to an approved Site Development Plan Review (SDR-73576) FOR THE PROPOSED EXPANSION OF THE SUBJECT SITE AND PARKING LOT RECONFIGURATION FOR A 9,043 SQUARE-FOOT COMMERCIAL DEVELOPMENT WITH A WAIVER TO ALLOW AN EIGHT-FOOT LANDSCAPE BUFFER ON THE SOUTH PERIMETER WHERE 15 FEET IS REQUIRED on 2.02 acres at 6840 North Hualapai Way (APN 125-19-401-002), C-1 (Limited Commercial) Zone, Ward 6 (Fiore). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

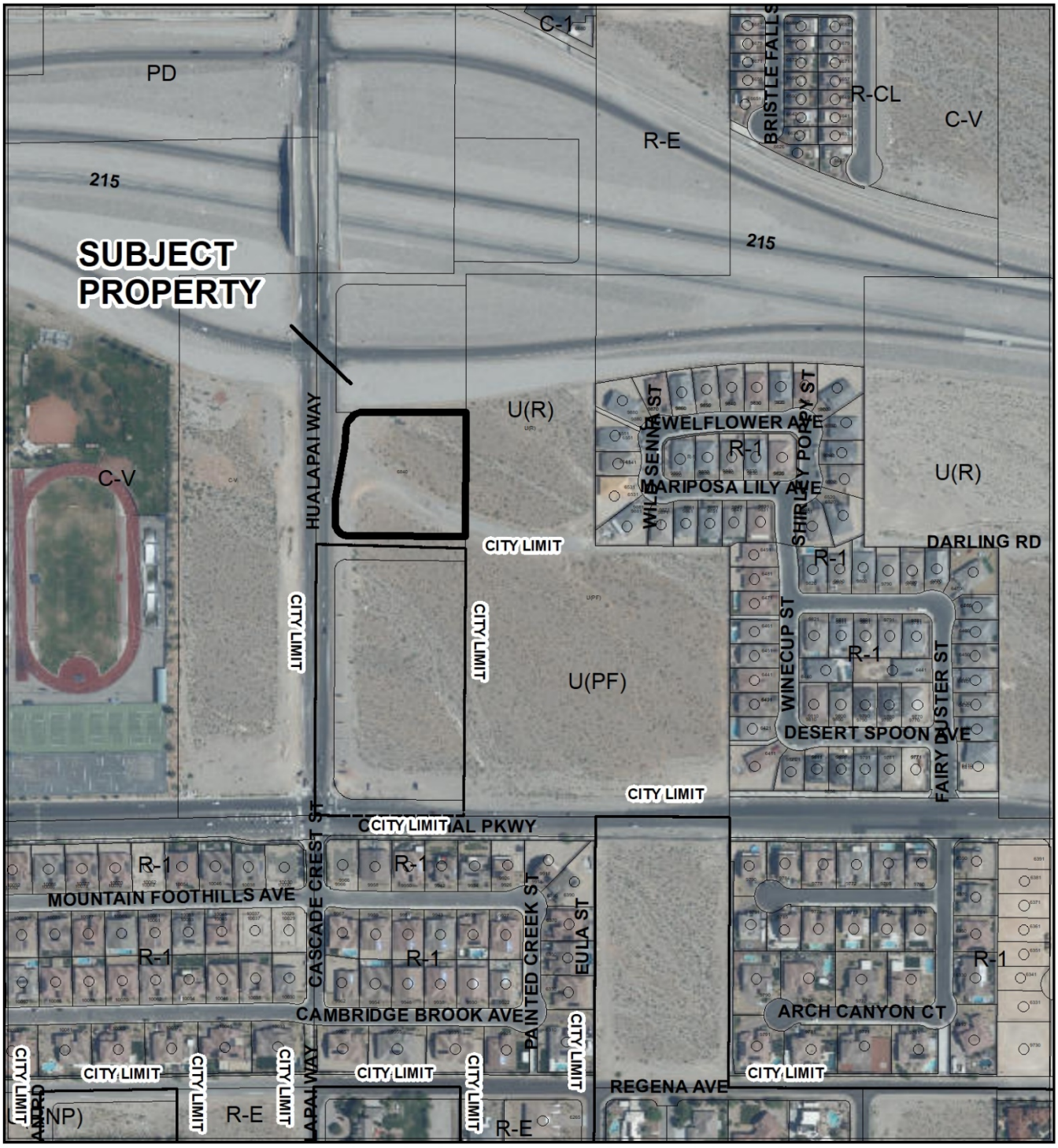
RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - SDR-75860 [PRJ-75736]
6. Justification Letter



CASE:21-0313-EOT1

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE:21-0313-EOT1

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: RAPINDER CHIMA - OWNER: RED RUPEE, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
21-0313-EOT1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

** CONDITIONS **

21-0313-EOT1 CONDITIONS

Planning

1. This approval shall expire on 04/19/23, unless another Extension of Time is approved by the City Council.

2. Conformance to the approved conditions for Site Development Plan Review (SDR-75860) 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 Major Amendment Site Development Plan Review (SDR-75860) to an approved Site Development Plan Review (SDR-73576) for the proposed expansion of the subject site and parking lot reconfiguration for a 9,043 square-foot commercial development at 6840 North Hualapai way.

ISSUES

- This is the first Extension of Time request for the approved Site Development Plan Review.
- Building Civil Improvement Plan (#L19-02452) was processed for a Commercial Development at 215 and Hualapai. There has been no activity since April 13, 2020.

ANALYSIS

The subject Site Development Plan Review (SDR-75860) was approved by the City Council on 05/15/19. 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. Per the submitted justification letter, the project is moving forward and had some delays due to the pandemic. Building Permit (#L19-02452) was submitted for review on 11/05/19 but has yet to be issued.

FINDINGS (21-0313-EOT1)

The applicant has demonstrated good cause for a two-year Extension of Time of the approved Site Development Plan Review for a proposed commercial development. Staff recommends approval.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
02/07/07	The City Council approved the Annexation (ANX-12215) of 207.83 acres generally located north of Centennial Parkway between Shaumber Road and Fort Apache Road, including Centennial High School on the west side of Hualapai Way. The Planning Commission and staff recommended approval. The annexation became effective 02/15/07.
09/24/09	Department of Planning staff denied a request for a Minor Site Development Plan Review (SDR-35394) for the installation of an 80-foot tall Wireless Communication Facility, Stealth Design (Monopine) on property located at the northeast corner of Darling Road and Hualapai Way.
06/20/18	A neighborhood meeting was held to discuss a proposed commercial development at the southeast corner of Clark County 215 and Hualapai Way. An application was not submitted for this design of the project.
11/21/18	The City Council approved a request for a General Plan Amendment (GPA-73572) from R (Rural Density Residential) to SC (Service Commercial) at the southeast corner of Clark County 215 and Hualapai Way. The Planning Commission and Planning Department Staff recommended approval.
	The City Council approved a request for Rezoning (ZON-73573) from U (Undeveloped) [R (Rural Density Residential) General Plan Designation] to C-1 (Limited Commercial) at the southeast corner of Clark County 215 and Hualapai Way. The Planning Commission and Planning Department Staff recommended approval.
	The City Council approved a request for Special Use Permit (SUP-73574) for a proposed 3,043 square-foot Beer/Wine/Cooler Off-Sale Establishment use with a waiver to allow a 385-foot distance separation from a school where 400 feet is required at the southeast corner of Clark County 215 and Hualapai Way. The Planning Commission and Planning Department Staff recommended approval.
	The City Council approved a request for Site Development Plan Review (SDR-73576) to allow a proposed 9,043 square-foot commercial development with a waiver to allow buildings to not orient to the corner and street frontages where such is required at the southeast corner of Clark County 215 and Hualapai Way. The Planning Commission and Planning Department Staff recommended approval.
05/15/19	The City Council approved Vacation (VAC-75859) Petition to Vacate a U.S. Government Patent Easement located on the north and east perimeter of the site and a 30-foot portion of the north half of Darling Road located east of Hualapai Way.

Related Relevant City Actions by Planning, Fire, Bldg., etc	
05/15/19	The City Council approved Site Development Plan Review (SDR-75860) request for a Major Amendment to an approved Site Development Plan Review (SDR-73576) for the proposed expansion of the subject site and parking lot reconfiguration for a 9,043 square-foot commercial development with a waiver to allow an eight-foot landscape buffer on the south perimeter where 15 feet is required on 2.02 acres at 6840 North Hualapai Way.

Most Recent Change of Ownership	
04/18/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/05/19	Building Permit (#L19-02452) was processed for a Commercial Development at 215 and Hualapai. The permit has not been issued.

Pre-Application Meeting	
12/11/18	A pre-application meeting was held with the applicant to discuss proposed amendments to an approved commercial development.

Neighborhood Meeting	
06/20/18	A neighborhood meeting was held to discuss a proposed commercial development at the southeast corner of Clark County 215 and Hualapai Way. An application was not submitted for this design of the project.

Field Check	
06/03/21	Staff conducted a routine field check and found an undeveloped site. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	2.02

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
North	CC 215 ROW	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Undeveloped	RL (Residential Low) – Clark County)	R-E (Rural Estates Residential) – Clark County
East	Undeveloped	R (Rural Density Residential)	U (Undeveloped)
West	Undeveloped	PR-OS (Parks/Recreation/ Open Space)	C-V (Civic)

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***
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	Y

DEVELOPMENT STANDARDS

Pursuant to Site Development Plan Review (SDR-73576), the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	87,991 SF	87,991 SF	N/A
Min. Lot Width	305 Feet	335 Feet	Y
Min. Setbacks			
• Front	48 Feet	48 Feet	Y
• Side	37 Feet	37 Feet	Y
• Corner	59 Feet	89 Feet	Y
• Rear	68 Feet	68 Feet	Y

Pursuant to Site Development Plan Review (SDR-73576), the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Max. Lot Coverage	15 %	15 %	Y
Max. Building Height	31 Feet	31 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Parapet screened	Y

Pursuant to Site Development Plan Review (SDR-73576), the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 30 Linear Feet	14 Trees	13 Trees	Y
• South	1 Tree / 20 Linear Feet	12 Trees	13 Trees	Y
• East	1 Tree / 20 Linear Feet	15 Trees	17 Trees	Y
• West	1 Tree / 20 Linear Feet	13 Trees	13 Trees	Y
TOTAL PERIMETER TREES		**54 Trees**	**56 Trees**	**Y**
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		15 Feet	Y
• South	15 Feet		8 Feet	N*
• East	8 Feet		8 Feet	Y
• West	15 Feet		15 Feet	Y
Wall Height	6 to 8 Feet Adjacent to Residential		6' wall along east PL	Y

*The applicant has requested a Waiver to allow an eight-foot landscape buffer on the south perimeter where 15 feet is required.

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Hualapai Way	Freeway/ Expressway	Title 13	80-86	N

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
General Retail Store, Other Than Listed	6,043 SF	1 space per 175 SF	35				
Restaurant	1,200 SF seating and waiting 1,800 SF remaining BOH	1 space per 50 SF seating and waiting plus 1 space per 200 SF remaining	33				
TOTAL SPACES REQUIRED			68		79		Y
Regular and Handicap Spaces Required			65	3	75	4	Y
Loading Spaces	9,043 SF	Less than 10,000 SF	1		1		Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 15-foot landscaping buffer is required along all rights-of-way.	To allow an eight-foot landscape buffer along the south perimeter where 15 feet is required.	Denial

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	21-0337
Meeting Date	05/20/2021
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) VARIANCE/WAIVER OF CONDITIONS

Project Address (Location) W. DEER SPRINGS WAY & NO. DURANGO

Project Name DEER SPRINGS @ DURANGO **Proposed Use** MULTIFAMILY

Assessor's Parcel #(s) 125-20-301-008, 125-20-301-020 **Ward #**

General Plan: Existing TC Proposed TC **Zoning:** Existing TC Proposed TC

Additional Information MASTER PLAN: TOWNCENTER, SPECIAL LAND USE: UC-TC, URBAN ZONE

Property Owner DEER SPRINGS DURANGO APTS, LLC Contact JAN GOYER

Address 6021 S FORT APACHE ROAD, #100 City LAS VEGAS State NV Zip 89148

E-mail JANG@OVATIONDEV.COM Phone 702-990-2325

Applicant OVATION CONTRACTING, INC. Contact JAN GOYER

Address 6021 S FORT APACHE ROAD,#100 City LAS VEGAS State NV Zip 89148

E-mail JANG@OVATIONDEV.COM Phone

Representative KAEMPFER CROWELL Contact JENNIFER LAZOVICH

Address 1980 FESTIVAL PLAZA, #650 City LAS VEGAS State NV Zip 89135

E-mail JLAZOVICH@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 Reinier Santana

Subscribed and sworn before me

This 7th day of May , 20 21

Notary Public in and for said County and State

ALLISON BOONE
Notary Public-State of Nevada
APPT. NO. 18-3093-1
My Appt. Expires 07-16-2022

FIRE FLOW INFORMATION BLOCK

FIRE FLOW 4,000 GPM @ 20 PSI.
SPRINKLER DEMAND 800 GPM

BASED ON:

SQUARE FOOTAGE 193,380 (BLDG 1)
LARGEST FIRE AREA N/A
BUILDING HEIGHT 47'
OF STORIES INCLUDING BASEMENT 4
TYPE OF CONSTRUCTION (IBC) V-A
USE/OCCUPANCY R-2 APARTMENT
AUTOMATIC FIRE SPRINKLERS YES/NO YES
OF HYDRANTS INSTALLED 6 (PVT)

LAS VEGAS FIRE AND RESCUE

178 UNITS, 5 AC

FIRE FLOW INFORMATION BLOCK

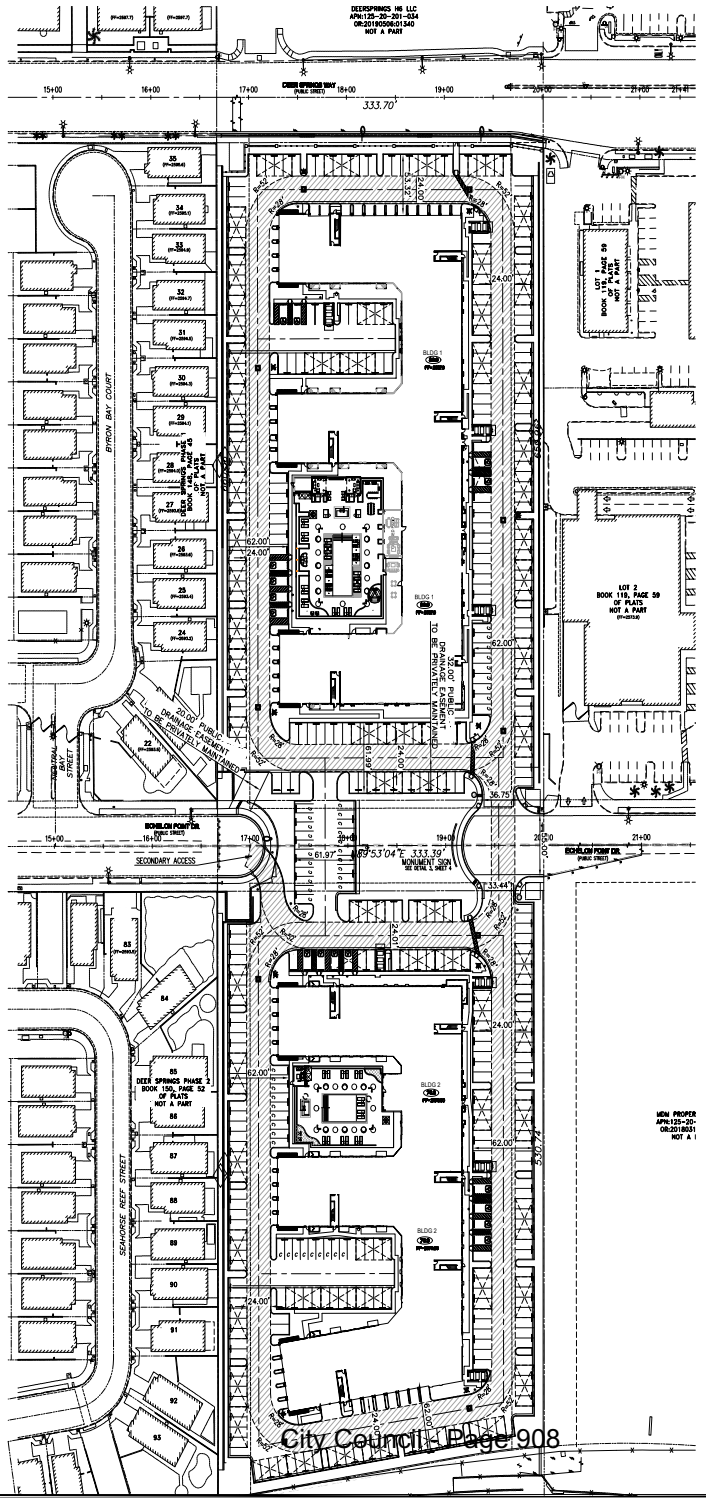
FIRE FLOW 3,750 GPM @ 20 PSI.
SPRINKLER DEMAND 300 GPM

BASED ON:

SQUARE FOOTAGE 172,407 (BLDG 2)
LARGEST FIRE AREA N/A
BUILDING HEIGHT 47'
OF STORIES INCLUDING BASEMENT 4
TYPE OF CONSTRUCTION (IBC) V-A
USE/OCCUPANCY R-2 APARTMENT
AUTOMATIC FIRE SPRINKLERS YES/NO YES
OF HYDRANTS INSTALLED 4 (PVT)

LAS VEGAS FIRE AND RESCUE

158 UNITS, 5 AC



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

BENCHMARK

CITY OF LAS VEGAS MONUMENT ID 5LV902056, RIVET AND PLATE IN TOP OF CURB AT SW CORNER OF DURANGO DRIVE AND WESTBOUND HIGHWAY 215 ON RAMP.

ELEVATION = 779.704 METERS
ELEVATION = 2558.08 FEET (U.S. FEET)(NAVD 88)

BASIS OF BEARINGS

NORTH 89°59'15" EAST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



Call before you UnderGround
1-702-432-5300
FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION

NOTE TO CONTRACTOR:
A PRE-DEVELOPMENT MEETING WITH THE DEPARTMENT OF PUBLIC WORKS, DEVELOPMENT REVIEW DIVISION, OFF-SITE INSPECTOR IS REQUIRED. PLEASE CONTACT THE INSPECTOR AT 702-455-4610.

CAUTION TO CONTRACTOR !

EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.





ENGINEER
IMPULSE CIVIL ENGINEERING
7485 WEST AZURE DRIVE, SUITE 226
LAS VEGAS, NV 89130
702-815-0720 (PHONE)
702-478-8535 (FAX)
CONTACT PERSON: PETE LAAS
EMAIL: PLAAS@IMPULSECIVIL.NET

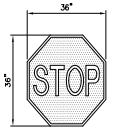
$$I = \int F \cdot dt$$

OWNER
ALHAMBRA PLACE PARTNERSHIP
C.O. OVATION CONTRACTING, INC
6021 S. FORT APACHE RD #100
LAS VEGAS, NV 89148
702-990-2390 (PHONE)
702-990-2391 (FAX)
EMAIL: JANG@OVATIONDEV.COM

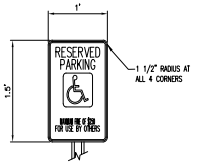
DEVELOPER
OVATION CONTRACTING, INC
6021 S. FORT APACHE RD #100
LAS VEGAS, NV 89148
702-990-2390 (PHONE)
702-990-2391 (FAX)
EMAIL: JANG@OVATIONDEV.COM

OVATION
OVATION CONTRACTING, INC
6021 SOUTH FORT APACHE ROAD, #100
LAS VEGAS, NEVADA 89148

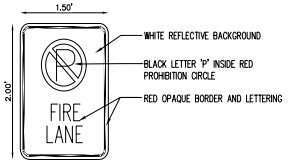
SIGN LEGEND



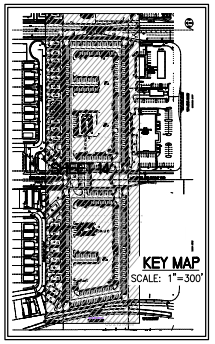
R1-1 'STOP' SIGN



HANDICAP PARKING SIGN



'FIRE LANE' SIGN



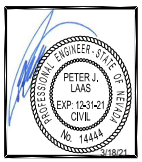
LEGEND

- 24' WIDE FIRE LANE (MIN RADIUS 28'/52')
- FIRE HYDRANT
- CURB FACE PAINT RED
- EXISTING TYPE 1 CENTERLINE
- EXISTING TYPE 2 CENTERLINE
- PROPOSED TYPE 1 CENTERLINE
- PROPOSED TYPE 2 CENTERLINE
- EXISTING TYPE 4 LANE LINE
- PROPOSED TYPE 4 LANE LINE
- PROPOSED LED STREET LIGHT
- EXISTING STREETLIGHT
- PROPOSED SIGN
- EXISTING SIGN
- BLUE REFLECTIVE MARKER
- GREEN REFLECTIVE MARKER
- PROPOSED SERVICE PEDESTAL
- EXISTING SERVICE PEDESTAL

NO.	REVISION DESCRIPTION	APP BY	APP DATE

TITLE: MASTER TRAFFIC PLAN

PROJECT: DEER SPRINGS - DURANGO
CITY OF LAS VEGAS, NEVADA



APPROVALS

CITY OF LAS VEGAS FIRE AND RESCUE DATE

CLV# 21-0337
DWG# L20-00325
05/20/2021

Impulse
Civil Engineering & Planning
$I = \int F \cdot dt$
CIVIL ENGINEERS PLANNERS
7485 WEST AZURE DRIVE, SUITE 226
LAS VEGAS, NEVADA 89130
PHONE (702) 815-0720 FAX (702) 478-8535

WO. # : 01-1946
BY: REH
DATE : 01/13/20
SCALE : 1"=40'

SHEET 14 OF 18 SHEETS

File: X:\Projects\Clients\Durden Deer Springs - Durango\Dwg\Plan\14 MASTER TRAF.Dwg, Sheet: 14 MASTER TRAF Date: 19-Mar-21 10:20:20am



21-0313-EOT1 - APPLICANT: RAPINDER CHIMA - OWNER: RED RUPEE, LLC
6840 NORTH HUALAPAI WAY

06/03/21

S.✓

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

DEPARTMENT OF PLANNING

ROBERT SUMMERFIELD
DIRECTOR

May 16, 2019

Mr. David Saltman
VFR Southwest Desert Equities, LLC
8215 South Eastern Avenue, Suite #205
Las Vegas, Nevada 89123

RE: SDR-75860 [PRJ-75736] - SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF MAY 15, 2019

Dear Mr. Saltman:

The City Council at a regular meeting held on May 15, 2019 voted to ***APPROVE*** a request for a Major Amendment to a previously approved Site Development Plan Review (SDR-73576) FOR THE PROPOSED EXPANSION OF THE SUBJECT SITE AND PARKING LOT RECONFIGURATION FOR A 9,043 SQUARE-FOOT COMMERCIAL DEVELOPMENT WITH A WAIVER TO ALLOW AN EIGHT-FOOT LANDSCAPE BUFFER ON THE SOUTH PERIMETER WHERE 15 FEET IS REQUIRED on 2.02 acres at 6840 North Hualapai Way (APN 125-19-401-002), C-1 (Limited Commercial) Zone, Ward 6 (Fiore) [PRJ-75736].

This approval is subject to the following conditions:

Planning

1. Approval of and conformance to the Conditions of Approval for Vacation (VAC-75859) 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 development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 02/20/19, except as amended by conditions herein.

4. A Waiver from Title 19.08.070 is hereby approved, to allow an eight-foot landscape buffer on the south perimeter where 15 feet is required.

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

21-0313
05/10/2021

4✓

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A 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.

8. 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.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. An Order of Vacation, such as VAC-75859, shall record prior to the recordation of a map or the issuance of permits for this site, whichever comes first.

11. Construct all half-street improvements meeting Current City Standards (detached sidewalks) on Hualapai Road concurrent with the development of this site. Off-site improvements shall also be coordinated with and approved by Clark County Public Works based the ultimate design of the 215 on ramp at Hualapai Way. 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. Grant appropriate Public Pedestrian Access Easements if needed.

12. Extend public sewer in Hualapai Way from Centennial Parkway to this site at a depth and location acceptable to the Sanitary Sewer Planning Section of the Department of Public Works.

21-0313
05/10/2021

13. 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.

14. 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.

15. Submit a License Agreement for landscaping and private improvements in the Hualapai Way public right of way, if any, prior to this issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the 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 (702-229-4836).

16. 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.

21-0313
05/10/2021

17 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.

The Notice of Final Action was filed with the Las Vegas City Clerk on May 16, 2019.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Mr. Joseph Bonifatto
BP Holdings, Inc.
3960 Howard Hughes Parkway, Suite #150
Las Vegas, Nevada 89169

Ms. Julia Izzolo
Zenith Engineering
1980 Festival Plaza Drive, Suite #450
Las Vegas, Nevada 89135

21-0313
05/10/2021

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
05/06/2021

May 6, 2021

VIA UPLOAD

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
495 S. Main Street
Las Vegas, NV 89101

Re: Justification Letter – Ovation Contracting, Inc.
Variance for Non-Standard Cul De Sacs; and Waiver of Conditions
Relating to Echelon Point Drive Dedication
APNs: 125-20-301-008 & 020 (Deer Springs & Durango)

To Whom It May Concern:

Our Firm represents Ovation Contracting (the "Applicant") in the above-referenced matter. By way of background, on October 2, 2019, the Las Vegas City Council approved ZON-76993, SUP-76994, and SDR-76995 allowing for the development of a 334 unit multi-family development generally located near the southwest corner of Deer Springs Way and Durango Drive and bisected on the north and south by Echelon Point Drive. The properties are more particularly described as APNs: 125-20-301-008 & 020 (collectively the "Site").

On March 17, 2021, Bill No. 2021-9 was adopted to amend the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector.

As a result of the above amendment removing the designation of Echelon Point Drive as a Town Center Collector, Echelon Point will not be dedicated to the City of Las Vegas, however, the following requirements must be met.

VARIANCE FOR NON-STANDARD CUL DE SACS

The Applicant is proposing to terminate Echelon Point Drive on the east side of the Site with a cul de sac bulb just west of the commercial development and on the west side of the Site with a cul de sac bulb just east of the existing single-family residential development. The Applicant is requesting a variance to allow for the eastern terminus of the cul de sac to be a right-of-way radius of 42.5' (with 37.5 of clearance) and the western terminus of the cul de sac to be a right-of-way radius of 39' (with a 27.5' of clearance).

21-0337
05/20/2021

The request to provide the non-standard cul de sacs on the east and west sides of the Site are appropriate for the following reasons:

- The Site will no longer be bisected and will make for a more uniformed and functioning development

- The eastern terminus of the cul de sac will prevent commercial cut-through traffic from having access into the single-family residential neighborhood to the west of the proposed site.

WAIVER OF CONDITIONS

With the adoption of Bill No. 2021-9 on March 17, 2021, as described in an earlier paragraph, certain conditions are no longer applicable. Specifically, the Applicant is requesting to waive the following conditions of SDR-76995: #18, #19, #20, and #23. These conditions applied to the dedication of Echelon Point Drive. With the dedication of Echelon Point Drive no longer required for the development of the Site, the applicant is requesting the above-mentioned conditions be waived.

We thank you in advance for your time and consideration of this request. Should you have any questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL

Anthony J. Celeste

AJC

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
56

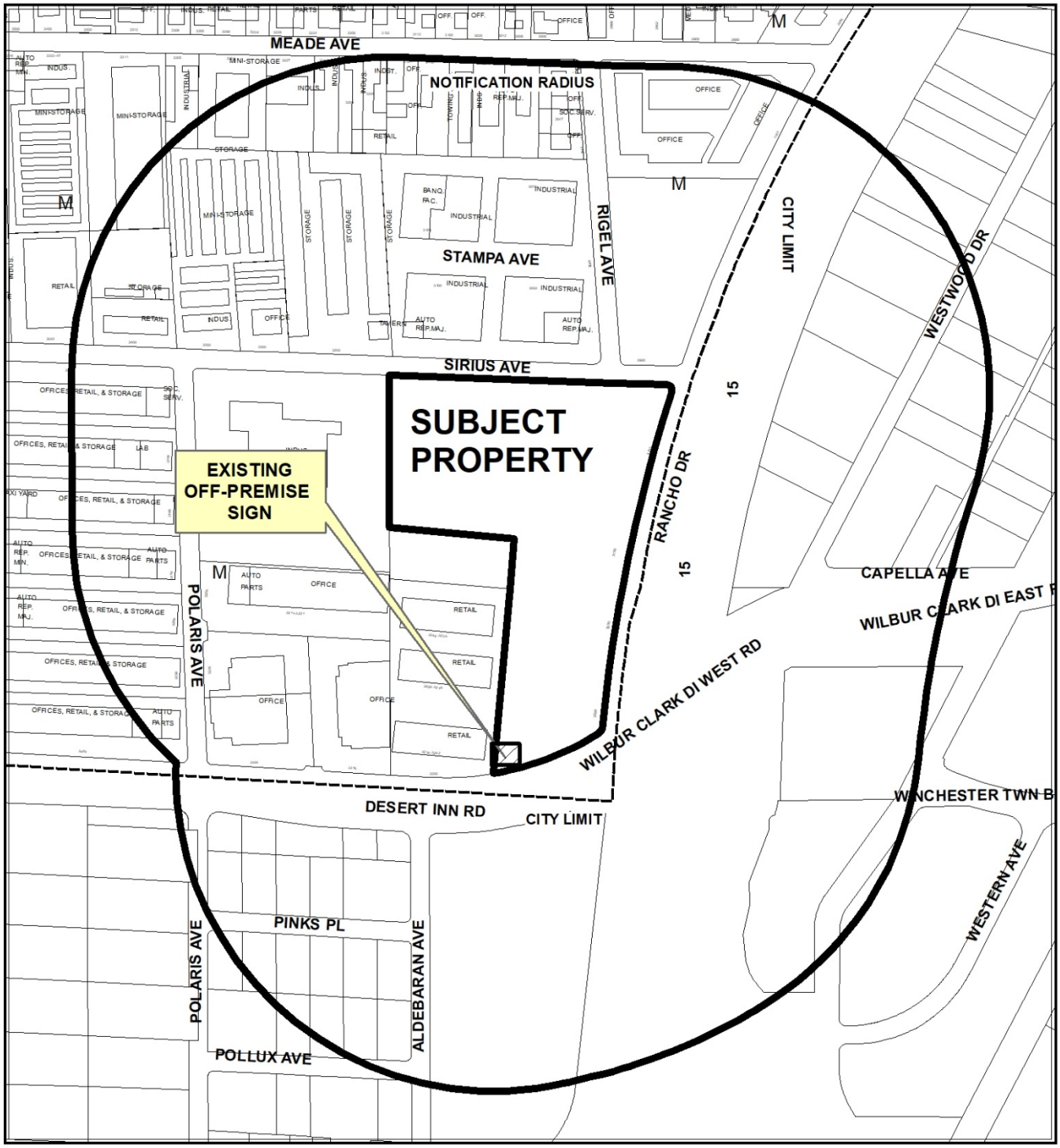
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0293-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE LV, LLC - For possible action on a request for a Required Review of an approved Special Use Permit (U-0101-95) FOR AN EXISTING 14-FOOT BY 48-FOOT OFF-PREMISE SIGN ORIENTED TOWARD INTERSTATE-15 AT A HEIGHT OF 30 FEET ABOVE THE ELEVATED FREEWAY; AND A SECOND 14-FOOT BY 48-FOOT OFF-PREMISE SIGN ORIENTED TOWARD THE DESERT INN ROAD "SUPER ARTERIAL" AT A HEIGHT OF 55 FEET ABOVE GRADE at 3200 South Rancho Drive (APN 162-08-418-002), C-2 (General Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

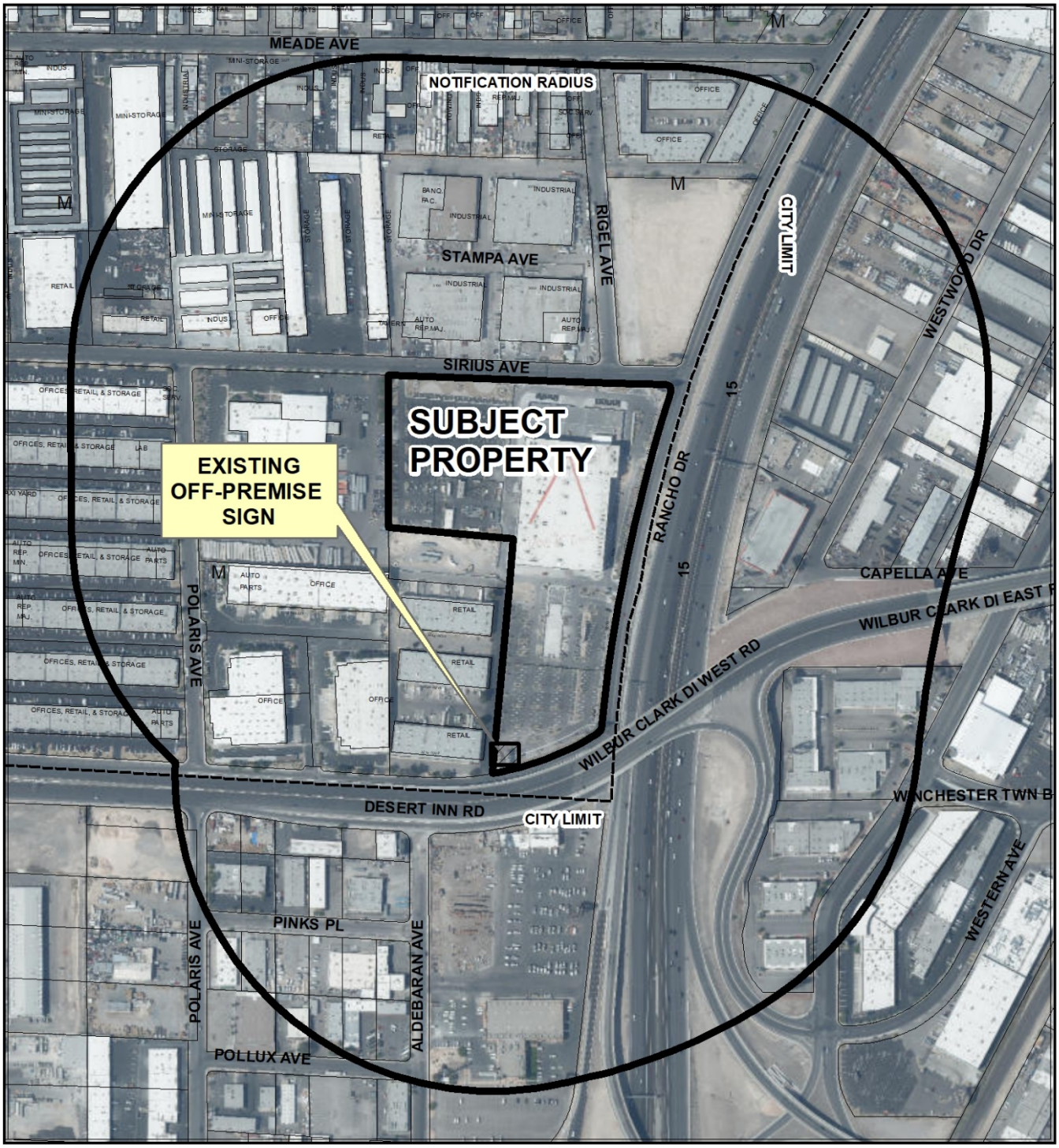
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda – Executed One Motion One Vote Documentation and Protest Postcard



CASE: 21-0293-RQR1

RADIUS: 1000 FEET

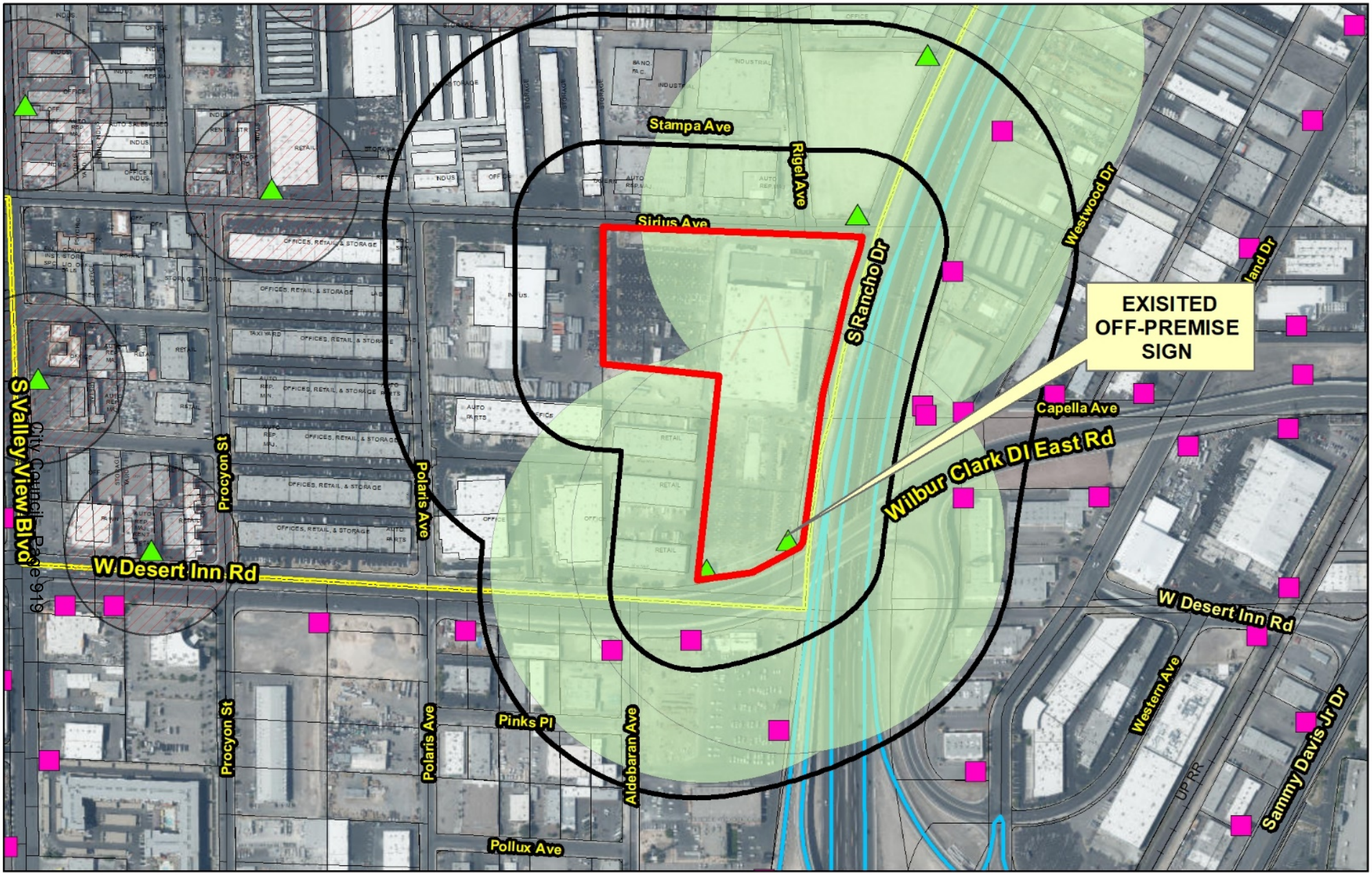
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: 21-0293-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



21-0293-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, May 26, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE LV, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0293-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 82 (By Planning)

PROTESTS 0

APPROVALS 0

**** CONDITIONS ****

21-0293-RQR1 CONDITIONS

Planning

1. Conformance to the approved conditions for Special Use Permit (U-0101-95).

2. This Special Use Permit (U-0101-95) shall be reviewed in three years, at which time the City Council may require the Off-Premise Signs to be removed. The applicant shall be responsible for notification cost of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. If the existing Off-Premise Signs are voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This request is for a Required Review of an approved Special Use Permit (U-0101-95), which allowed two Off-Premise signs located at 3200 South Rancho Drive.

ISSUES

- This is the sixth Required Review of the subject signs.
- The last Required Review for this site was conducted via RQR-58993 on 10/21/15.

ANALYSIS

The two Off-Premise Signs are permitted within the C-2 (General Commercial) zoning district with the approval of a Special Use Permit. The signs are not within the Off-Premise Sign Exclusionary Zone. This is the sixth Required Review of an approved Special Use Permit (U-0101-95) for two existing billboards. One is 14-feet by 48-feet and is oriented towards Interstate 15 at a height of 70 feet) 30 feet above the elevated freeway), and the other is 14-feet by 48-feet and is oriented toward the elevated roadway of Desert Inn Road (Super Arterial) at a height of 55 feet. Both signs are located at 3200 South Rancho Drive. The signs meet the minimum development requirements. The subject site is also now home to a Commercial Recreation/Amusement (Indoor and Outdoor) development (Area 15). During a routine field check, staff found the existing billboards to be well maintained and graffiti-free.

FINDINGS

Title 19.12.120(B) states that “After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L).” The site is part of an established commercial area and remains suitable for an Off-Premise Sign use. The sign is in compliance with Special Use Permit (U-0101-95), Title 19 requirements and remains compatible with the adjacent land uses. Therefore, staff recommends approval with conditions requiring a three-year review. If denied, the off-premise signs must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/18/95	The City Council approved a request for a Special Use Permit (U-0101-95) for one 14-foot by 48-foot Off-Premise Sign oriented toward interstate I-15 at a height of 30 feet above the elevated freeway; and a second 14-foot by 48-foot Off-Premise Sign oriented toward the Desert Inn "Super" Arterial at a height of 55 feet above grade at 3200 South Rancho Drive. The Board of Zoning Adjustment recommended approval.
12/06/00	The City Council approved a request for a Required Review [U-0101-95(1)] of an approved Special Use Permit (U-0101-95) for one 14-foot by 48-foot Off-Premise Sign oriented toward interstate I-15 at a height of 30 feet above the elevated freeway; and a second 14-foot by 48-foot Off-Premise Sign oriented toward the Desert Inn "Super" Arterial at a height of 55 feet above grade at 3200 South Rancho Drive. The Planning Commission recommended approval.
11/20/03	The Planning Commission approved a request for a Site Development Plan Review (SDR-3101) for a Mixed-Use Residential and Commercial Development on 21.04 acres adjacent to the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval of the request.
07/16/04	A Final Map (FMP-4056) for a one-lot commercial subdivision (Fletcher Jones Imports Property) on 21.04 acres at 3100 and 3200 South Rancho Drive was recorded.
03/02/05	The City Council approved a request for a Required Four Year Review (RQR-5513) of an approved Special Use Permit (U-0101-95) which allowed one 14-foot by 48-foot off-premise advertising (billboard) sign oriented toward interstate-15 at a height of 30 feet above the elevated freeway; and a second 14-foot by 48-foot off-premise advertising (billboard) sign oriented toward the desert inn road "super arterial" at a height of 55 feet above grade at 3200 South Rancho Drive. Staff recommended approval of the request.
05/17/06	The City Council approved a General Plan Amendment (GPA-9219) to add the subject property to the Las Vegas Redevelopment Area as part of a larger request and designate the area as C (Commercial). The Planning Commission and staff recommended approval
05/06/09	The City Council approved a request for a Required Review (RQR-33287) of an approved Special Use Permit (U-0101-95) for one 14-foot by 48-foot Off-Premise Sign oriented toward interstate I-15 at a height of 30 feet above the elevated freeway; and a second 14-foot by 48-foot Off-Premise Sign oriented toward the Desert Inn "Super" Arterial at a height of 55 feet above grade at 3200 South Rancho Drive. The Planning Commission recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/25/11	The Department of Planning pulled a request for a Site Development Plan Review (SDR-33468) (Palace Station Parcel E SDR).
02/14/12	The Planning Commission accepted the applicants request to withdraw General Plan Amendment (GPA-42939) FROM: C (Commercial) and SC (Service Commercial) TO: LI/R (Light Industry/Research) on 37.85 acres at the northwest corner of Desert Inn Road and Rancho Drive. Staff recommended approval of the request.
	The Planning Commission accepted the applicants request to withdraw Site Development Plan Review (SDR-43352) for a proposed Commercial Recreation/Amusement (Outdoor) Facility and a corresponding request for encroachment into the rancho drive public right-of-way on 39.64 acres at the northwest corner of Desert Inn Road and Rancho Drive
	The Planning Commission accepted the applicants request to withdraw Variance (VAR-43353) to allow 2,125 parking spaces where 2,488 spaces are required on 39.64 acres at the northwest corner of Desert Inn Road and Rancho Drive.
10/17/12	The City Council approved a request for a Required Review (RQR-46122) of an approved Special Use Permit (U-0101-95) for one 14-foot by 48-foot Off-Premise Sign oriented toward Interstate 15 at a height of 30 feet above the elevated freeway; and a second 14-fot by 48-foot Off-Premise sign oriented toward the Desert Inn (Super Arterial) at a height of 55 feet above grade at 3200 South Rancho Drive.
10/21/15	The City Council approved a request for a Required Review (RQR-58993) of an approved Special Use Permit (U-0101-95) for one 14-foot by 48-foot Off-Premise Sign oriented toward Interstate 15 at a height of 30 feet above the elevated freeway; and a second 14-fot by 48-foot Off-Premise sign oriented toward the Desert Inn (Super Arterial) at a height of 55 feet above grade at 3200 South Rancho Drive.
08/16/17	The City Council approved a request for a Rezoning (ZON-70650) FROM: C-1 (Limited Commercial) TO: C-2 (General Commercial) on 14.72 acres at the southwest corner of Sirius Avenue and Rancho Drive. The Planning Commission and staff recommended approval.
	The City Council approved a Site Development Plan Review (SDR-70652) for a proposed 146,494 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) Development with Waivers to allow a building to not be oriented to the corner and street frontages where such is required, a non-coherent building design with no changes in wall plane or color, and large windowless areas on 21.03 acres at the southwest corner of Sirius Avenue and Rancho Drive. The Planning Commission and staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/14/18	The Planning Commission approved a request for a Major Amendment (SDR-73309) of an approved Site Development Plan Review (SDR-70652) for a proposed 59,478 square-foot addition to an approved 146,494 square-foot Commercial Recreation/Amusement (Indoor And Outdoor) Development on 21.03 acres at the southwest corner of Sirius Avenue and Rancho Drive.
	The Planning Commission approved a request for a Special Use Permit (SUP-73921) for an Alternative Parking Standard to allow 921 parking spaces where 1,031 parking spaces are required on 21.03 acres at the southwest corner of Sirius Avenue and Rancho Drive.
02/07/19	The Planning Department – Code Enforcement Division opened Code Enforcement Case #196427 for unpermitted signage on an existing building related to the proposed future recreation/amusement development on the subject site on adjacent APN: 162-08-418-003. The case remains open.
04/08/19	The Planning Commission approved a request for a Variance (VAR-75636) to allow proposed wall signs to cover 29 percent of the east elevation and 24 percent of the north elevation of the building where 20 percent is the maximum allowed at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended approval of the request.
	The Planning Commission approved a request for a Master Sign Plan (MSP-75637) for an approved Commercial Recreation/Amusement (Indoor and Outdoor) development at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended approval of the request.
06/25/19	The Planning Commission approved a request for a Variance (VAR--75852) to allow 921 parking spaces where 2,869 parking spaces are required at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.
	The Planning Commission approved a request for a Site Development Plan Review (SDR-75854) for a Major Amendment of an approved Site Development Plan Review (SDR-70652) for a proposed 7,776 square-foot indoor floor area addition to an approved 205,972 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) development and proposed expansion of the parking lot area at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.
	The Planning Commission approved a request for a Special Use Permit (SUP-76362) for a proposed 213,748 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/251/19	The Planning Commission approved a request for a Special Use Permit (SUP-76663) for a proposed 213,748 square-foot Night Club use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.
11/21/19	The Department of Planning administratively approved a request for a Special Use Permit (SUP-77736) for a Minor Amendment of a previously approved Special Use Permit (SUP-76663) for a proposed 4,151 square-foot addition to an existing 213,748 square-foot Nightclub use at the southwest corner of Sirius Avenue and Rancho Drive.
	The Department of Planning administratively approved a request for a Special Use Permit (SUP-77737) for a Minor Amendment of an approved Special Use Permit (SUP-75854) for a proposed 4,151 square-foot addition to an existing 213,748 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive.
	The Department of Planning administratively approved a request for a Site Development Plan Review (SDR-77738) for a Minor Amendment of an approved Site Development Plan Review (SDR-70652) for a proposed 4,151 square-foot addition to an existing 213,748 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) development at the southwest corner of Sirius Avenue and Rancho Drive.
06/09/20	The Planning Commission approved a request for a Variance (VAR-78704) to allow 1,515 parking spaces where 3,710 parking spaces are required at the southwest and northwest corners of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.
	The Planning Commission approved a request for a Special Use Permit (SUP-78705) for a proposed 26,667 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.
	The Planning Commission approved a request for a Special Use Permit (SUP-78706) for a proposed 26,667 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.
	The Planning Commission approved a request for a Special Use Permit (SUP-78766) for a proposed 26,667 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.
	The Planning Commission approved a request for a Special Use Permit (SUP-78767) for a proposed 35,000 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/09/20	The Planning Commission approved a request for a Major Amendment (SDR-78709) of an approved Site Development Plan Review (SDR-70652) for a proposed 115,001 square-foot addition to an existing 217,899 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) development on 25.41 acres at the southwest and northwest corners of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.
10/13/20	The Planning Commission approved a request for a Variance (20-0153-VAR1) to allow 1,027 parking spaces where 3,719 parking spaces are required at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial of the request.
11/15/20	The Department of Planning approved a request for a Special Use Permit (20-0304-SUP1) for a Minor Amendment of an approved Special Use Permit (SUP-78767) to allow a 1,696 square-foot reduction to an approved 35,000 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive.
	The Department of Planning approved a request for a Site Development Plan Review (20-0304-SDR1) a Minor Amendment of an approved Site Development Plan Review (SDR-70652) to reconfigure the parking lot to put a new driveway on the western perimeter of the subject site at the southwest corner of Sirius Avenue and Rancho Drive.

Most Recent Change of Ownership	
11/21/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/03/94	A building permit (#94355263) was issued for a freestanding sign at 3100 South Rancho Drive. A final inspection was completed 07/06/95.
11/30/95	A building permit (#95883297) was issued for an off-premise sign at 3200 South Rancho Drive. The permit expired 11/02/96.
	A building permit (#95883298) was issued for an off-premise sign at 3200 South Rancho Drive. The permit expired 11/02/96.
01/12/96	A building permit (#96390565) was issued for an addition to an existing auto showroom at 3100 South Rancho Drive. A final inspection was completed 11/21/96.
01/23/07	A building permit (#80227) was processed for a chain link fence with barbed wire on top at 3200 South Rancho Drive. A permit was never issued and the application expired on 08/06/07.

Related Building Permits/Business Licensing	
04/12/18	A building permit (#C18-01463) was issued for grading, clear and grub and stockpiling on property located at 3215 South Rancho Drive. A final inspection has not been approved.
04/17/18	A building permit (#L18-00678) was issued for a 4'x5' bell hole at 3200 South Rancho Drive. The permit has not been finalized.
	A building permit (#L18-00679) was issued for a 4'x5' bell hole at 3200 South Rancho Drive. The permit has not been finalized.
05/31/18	A building permit (#L18-00086) was issued for Civil Improvements for a proposed Commercial Recreation/Amusement (Indoor and Outdoor) development at 3200 South Rancho Drive. The permit has not been finalized.
07/02/18	Building plan revisions (#PRC18-00018-R001) were submitted for a 2nd floor addition to a commercial shell building at 3215 South Rancho Drive.
07/16/18	A building permit (#C18-00607) was issued for a proposed standard commercial shell building at 3215 South Rancho Drive. A final inspection has not been approved.
08/28/19	A business license (P67-00251) was processed for General On-Sale (Area 15) at 3215 South Rancho Drive. The license has not been issued.
	A business license (P67-00252) was processed for a Wedding Chapel (Area 15) at 3215 South Rancho Drive. The license has not been issued.
	A business license (G67-06298) was processed for an Amusement Park (Area 15) at 3215 South Rancho Drive. The license has not been issued.
	A business license (P67-00253) was processed for an Alcoholic Beverage Caterer (Area 15) at 3215 South Rancho Drive. The license has not been issued.
	A business license (G67-06299) was processed for a Professional Promoter (Area 15) at 3215 South Rancho Drive. The license has not been issued.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/03/21	Staff conducted a routine field check and found an existing theme park development and two off-premise signs. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	14.72

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Commercial Recreation/Amusement (Indoor and Outdoor)	C (Commercial)	C-2 (General Commercial)
North	Undeveloped	C (Commercial)	M (Industrial)
	Warehouse	LI/R (Light Industry/Research)	
	Auto Repair Garage, Major		
South	Office, Other Than Listed	CT (Commercial Tourist) – Clark County	M-1 (Light Manufacturing) – Clark County
East	Interstate 15	Right-of Way	Right-of-Way
West	Office, Other than Listed	LI/R (Light Industry/Research)	M (Industrial)
	Warehouse		

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District - (140 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan (Area 1)	Y
Interlocal Agreement (Planning Area A1/A2/B)	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Standards	Code Requirements	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way or the Off-Premise Exclusionary Sign Zone	The sign is not located within public right-of-way or the Off-Premise Sign Exclusionary Zone.	Y
Zoning	Off-Premise Signs are permitted in C-1, C-2, C-M, and M zoning districts only	Signs are in C-2 (General Commercial) Zoning District	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The sign has a surface area of 672 square feet and there are no embellishments.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	One sign is 30 feet above the grade of I-15 (for a total height of 70 feet), and the other is 55 feet above grade of the Desert Inn Super Arterial.	N*
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	Sign is at least 750 feet to another Off-Premise Sign along I-15 and 300 feet to another billboard.	Y

Standards	Code Requirements	Provided	Compliance
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any “R” or U” zoned districts.	Sign is more than 300 feet from any property line zoned either “R” or “U.”	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground and is located on property zoned C-2 (General Commercial).	Y

* The City Council approved Special Use Permit (U-0101-95) allowing one sign to be 30 feet above grade of I-15 (70 feet total) and the other sign at a height of 50 feet above grade of the Desert Inn Road.

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) Required Review

Project Address (Location) 3215 S. Rancho Drive (Oriented toward I-15 & Desert Inn Arterial)

Project Name Integral Partners 1 Review **Proposed Use** Billboard

Assessor's Parcel #(s) 162-08-418-002 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-1 Proposed _____

Additional Information Required review for ~~3~~ 5 existing billboards

Property Owner Integral Partners Park Place LV, LLC Contact _____

Address Logic Prop Mgmt. 2900 Meade Ave. Ste 4 City Las Vegas State NV Zip 89102

E-mail _____ Phone _____

Applicant Lamar Central Outdoor, LLC Contact Scott Naftzger

Address 1863 Helm Drive City Las Vegas State NV Zip 89119

E-mail snaftzger@lamar.com Phone 702-873-4600

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 Christopher Prickett, Authorized agent

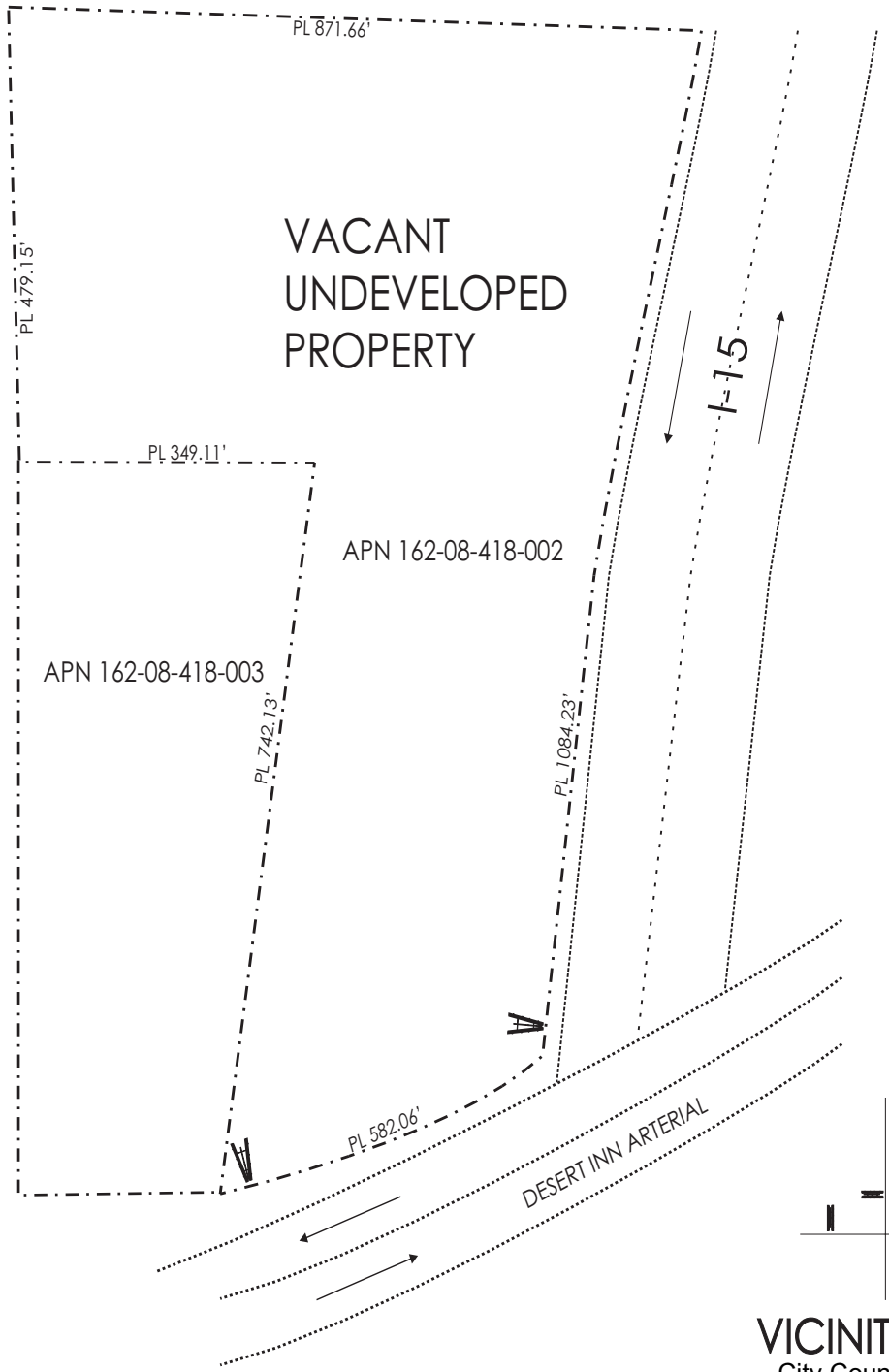
Subscribed and sworn before me

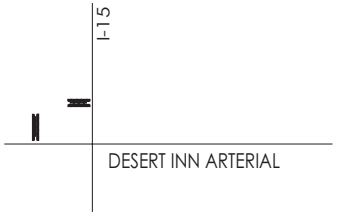
This 26th day of March, 20 21

_____

Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
APPOINTMENT NO. 08-7309-1
MY APPT. EXPIRES JULY 09, 2024





VICINITY MAP(NO SCALE)



ELEVATION (NO SCALE)



ELEVATION (NO SCALE)

21-0293
05/07/2021

LAMAR OUTDOOR ADVERTISING		
SCALE: 1" = 150'	DATE: 1/19/09	DRAWN BY: S.NAFTZGER
INTEGRAL PARTNERS PLAN		
APN 162-08-418-002		DRAWING NUMBER:



Elevation, Integral Partners (I-15)



Elevation, Integral Partners (DI Art)



21-0293-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE LV, LLC
3200 SOUTH RANCHO DRIVE

06/03/21



21-0293-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE LV, LLC
3200 SOUTH RANCHO DRIVE

06/03/21



21-0293-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE LV, LLC
3200 SOUTH RANCHO DRIVE

06/03/21



21-0293-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE LV, LLC
3200 SOUTH RANCHO DRIVE

06/03/21

THE LAMAR COMPANIES

Justification Letter

March 31, 2021

City of Las Vegas
Planning & Zoning Department
495 S. Main Street
Las Vegas, NV 89101

RE: Required Review of two (2) Billboards located at 3215 S. Rancho Dr. (APN 162-08-418-002).

Dear Sir:

Please accept this application for the required review of the two (2) billboards located at 3215 S. Rancho Dr. (APN 162-08-418-002). These billboards, which are oriented toward the Desert Inn Arterial and the Interstate 15, have been in existence since 1995 and have been maintained in accordance with City's standards. The signs remain compatible with other commercial uses in the area and pose no adverse impact upon the property.

Should you have any questions or concerns, please do not hesitate to call me at 702-873-4600. Thank you very much for your consideration.

Sincerely,

Scott Naftzger
Sr. Real Estate Manager
Lamar Central Outdoor, LLC

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0293-RQR1

SUBJECT: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE LV, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 21, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, JULY 20, 2021.***

Signature

7/15/21
Date

Scott Saltzgiver
Please Print Name

Lamar Central Outdoor, LLC
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Agenda Item #56
Received 07.15.21
07.21.21 CC Meeting

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

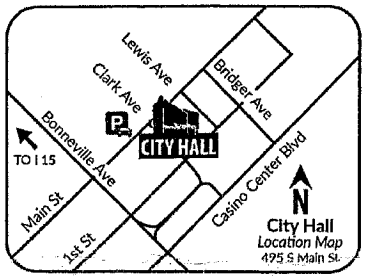
Return Service Requested

Official Notice of Public Hearing

RECEIVED
CITY CLERK

2021 JUL 14 P 12: 14

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

21-0293-RQR1
City Council Meeting of **07/21/2021**

21-0293-RQR1
16208303008
REM INVESTMENTS L L C
1500 MARBELLA RIDGE CT
LAS VEGAS NV 89117

Submitted after final agenda
Item 56

Please Do NOT Allow
Any more signs Around This Location.
There Are To Many Now!!!

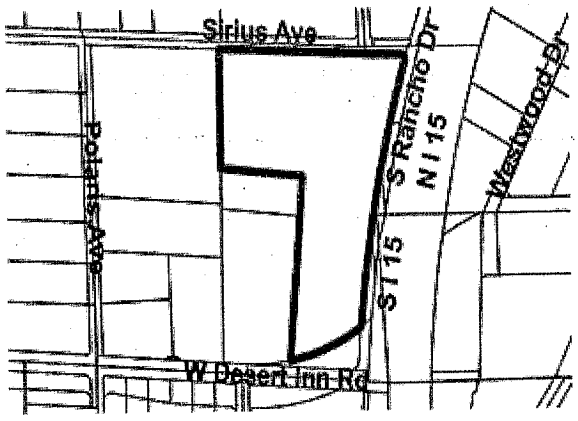
143 DRDFNP1 89117

Application Information

21-0293-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: INTEGRAL PARTNERS PARK PLACE LV, LLC - For possible action on a request for a Required Review of an approved Special Use Permit (U-0101-95) FOR AN EXISTING 14-FOOT BY 48-FOOT OFF-PREMISE SIGN ORIENTED TOWARD INTERSTATE-15 AT A HEIGHT OF 30 FEET ABOVE THE ELEVATED FREEWAY; AND A SECOND 14-FOOT BY 48-FOOT OFF-PREMISE SIGN ORIENTED TOWARD THE DESERT INN ROAD "SUPER ARTERIAL" AT A HEIGHT OF 55 FEET ABOVE GRADE at 3200 South Rancho Drive (APN 162-08-418-002), C-2 (General Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

LET THEM Rent BillBoard
SPACE From Someone.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	07/21/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 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 more information, go to www.lasvegasnevada.gov/meetings 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: July 21, 2021

Agenda Item No.:
57

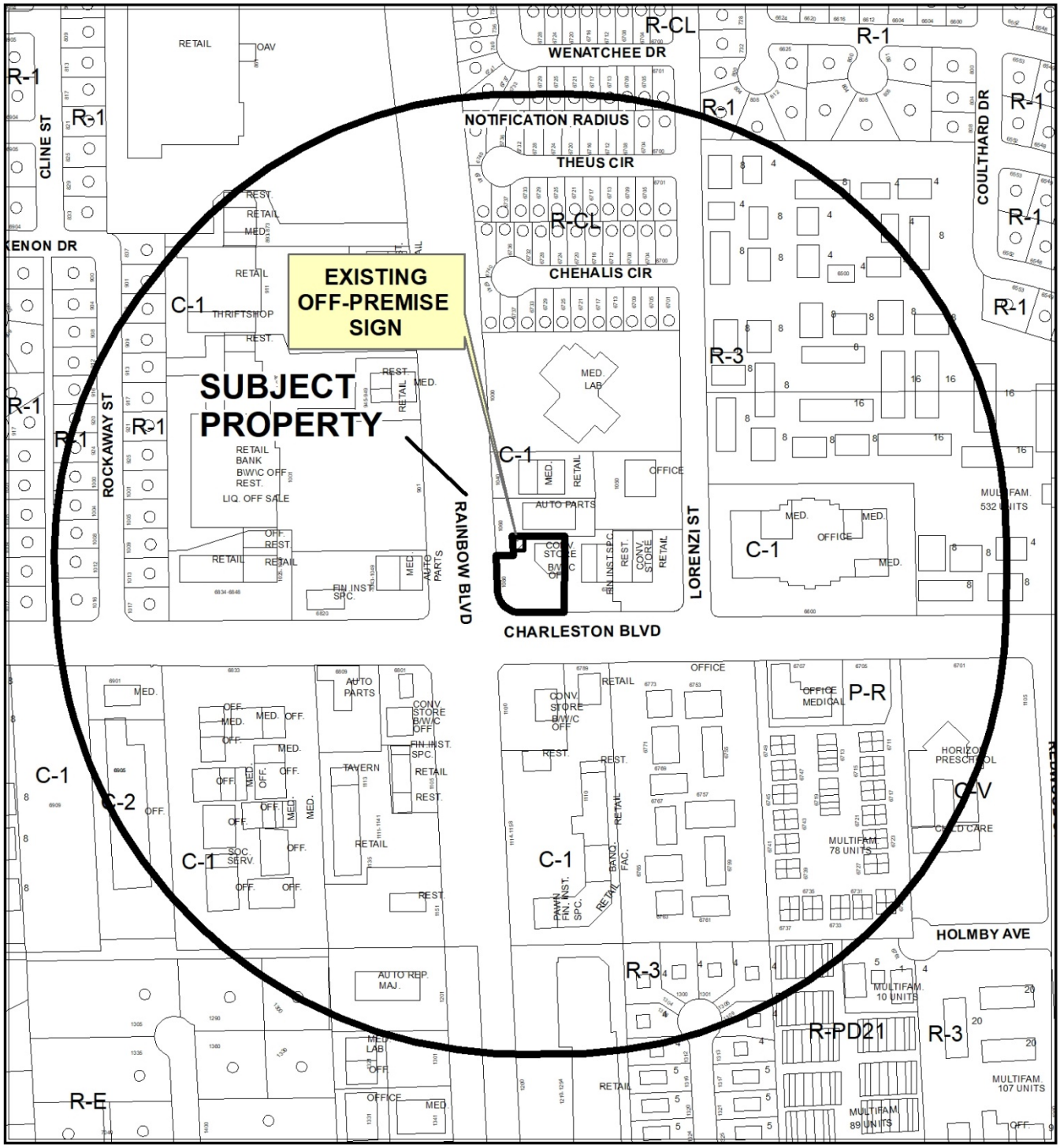
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0294-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: REBEL LAND & DEVELOPMENT, LLC - For possible action on a Required Review of an approved Special Use Permit (U-0005-97) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 1080 South Rainbow Boulevard (APN 138-34-819-014), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

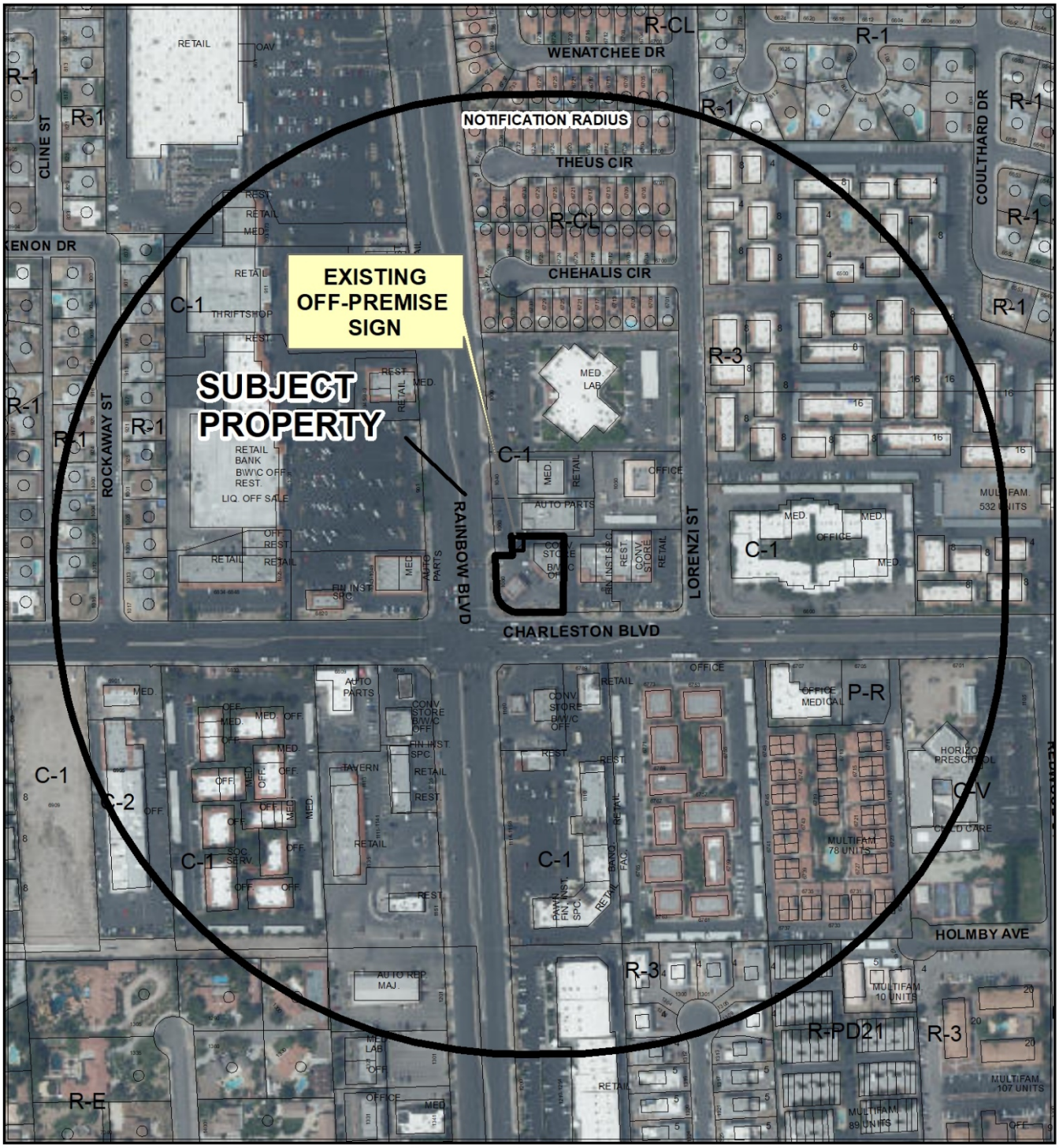
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda – Executed One Motion One Vote Documentation



CASE: 21-0294-RQR1

RADIUS: 1000 FEET

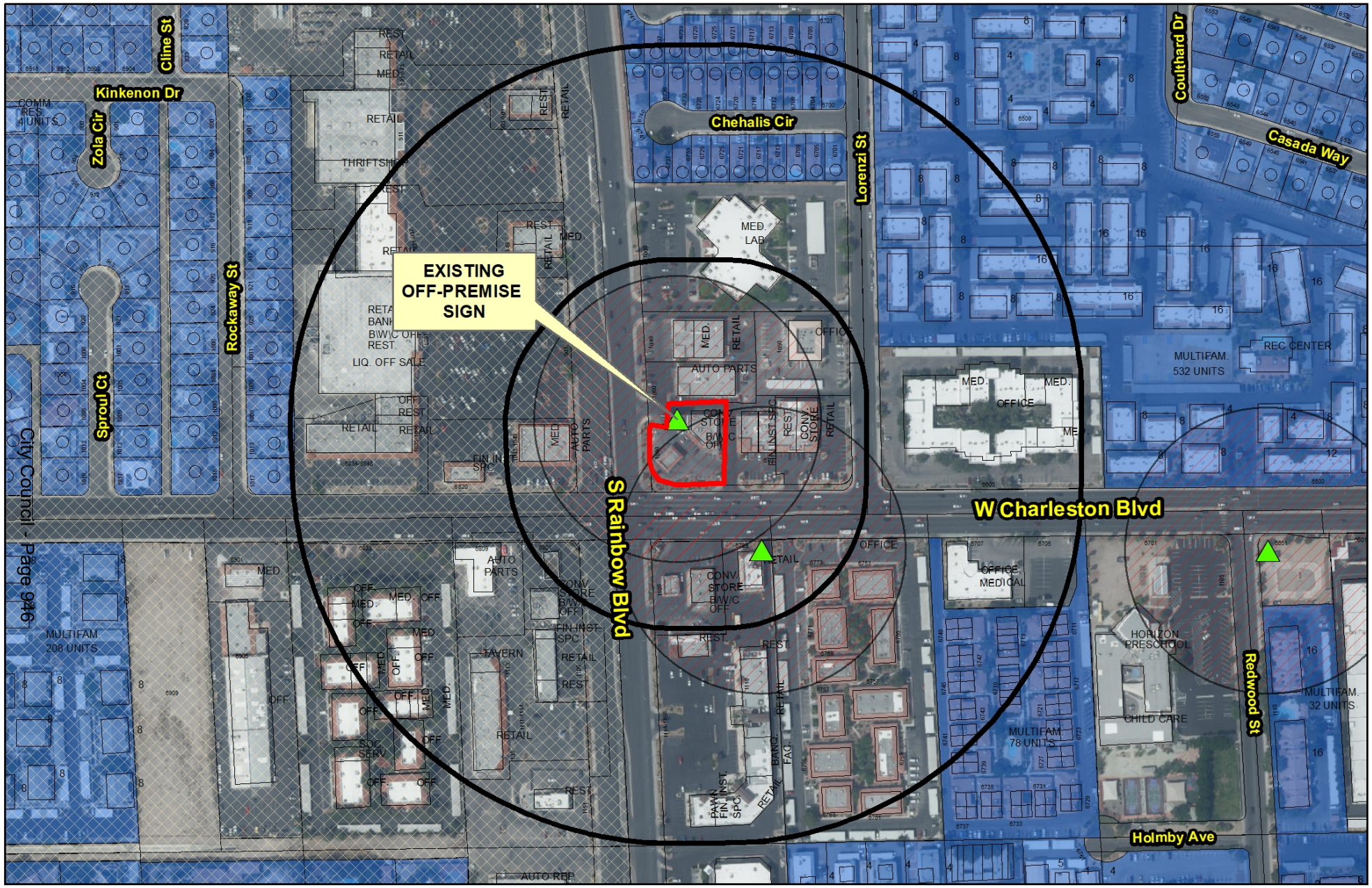
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: 21-0294-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



21-0294-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, May 27, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: REBEL LAND & DEVELOPMENT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0294-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

NOTICES MAILED 304 (By Planning)

PROTESTS 0

APPROVALS 0

JB

**** CONDITIONS ****

21-0294-RQR1 CONDITIONS

Planning

1. Conformance to the approved conditions for Special Use Permit (U-0005-97).

2. This Special Use Permit shall be reviewed in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Required Three-Year Review of an approved Special Use Permit (U-0005-97) for a 40-foot, 14-foot by 48-foot Off-Premise Sign at 1080 South Rainbow Boulevard.

ANALYSIS

This is the seventh Required Review of a previously approved Special Use Permit (U-0005-97) for an existing 40-foot tall, 14-foot by 48-foot, Off-Premise Sign at 1080 South Rainbow Boulevard. Staff conducted a field check of the subject site and found the sign and supporting post was in good condition.

FINDINGS (21-0294-RQR1)

This is a Required Review of an Off-Premise Sign that was constructed in 1997. The sign is located in a C-1 (Limited Commercial) zoning district and is not within the Off-Premise Sign Exclusionary Zone. There have been no significant changes to the land use in the surrounding area. Staff recommends approval of this review subject to a three-year review.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/14/97	The City Council approved the appeal of the Board of Zoning Adjustments denial of a Special Use Permit (U-0005-97) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 1080 South Rainbow Boulevard. Staff recommended approval.
08/21/02	The City Council approved a Required Review [U-0005-97(1)] of an approved Special Use Permit (U-0005-97), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 1080 South Rainbow Boulevard. The Planning Commission and staff recommended approval.
09/14/06	The Department of Planning administratively approved an Off-Premise Sign Modification (DIR-16647) to permit a tri-vision component of the sign within the existing overall sign on one face for an existing billboard located at 1080 South Rainbow Boulevard.

Related Relevant City Actions by P&D, Fire, Bldg., etc	
09/20/06	The City Council approved a Required Review (RQR-14207) of an approved Special Use Permit (U-0005-97), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 1080 South Rainbow Boulevard. The Planning Commission and staff recommended approval.
10/01/08	The City Council approved a Required Review (RQR-28937) of an approved Special Use Permit (U-0005-97), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 1080 South Rainbow Boulevard. The Planning Commission and staff recommended approval.
12/13/11	The Planning Commission approved a Required Review (RQR-43778) of an approved Special Use Permit (U-0005-97), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 1080 South Rainbow Boulevard. Staff recommended approval.
04/18/12	The City Council approved General Plan Amendment (GPA-43991) to establish the Redevelopment Area #2 and change future land use designations on various parcels within the Redevelopment Area #2 to MXU (Mixed-Use) which includes the subject site.
12/17/14	The City Council approved a Required Review (RQR-54757) of an approved Special Use Permit (U-0005-97), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 1080 South Rainbow Boulevard. Staff recommended approval.
01/03/18	The City Council approved a Required Review (RQR-68065) of an approved Special Use Permit (U-0005-97), which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 1080 South Rainbow Boulevard. Staff recommended approval.

Most Recent Change of Ownership	
12/23/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/28/97	A building permit (97015354) was issued for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 1080 South Rainbow Boulevard. The permit was finalized on 10/22/97.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
05/27/21	Staff conducted a routine field check of the subject site and found the sign and the supporting structure was in good condition.

Details of Application Request	
Site Area	
Net Acres	0.56

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Store, Other Than Listed Beer/Wine/Cooler Off-Sale Establishment	MXU (Mixed-Use)	C-1 (Limited Commercial)
North	General Retail Store, Other Than Listed	MXU (Mixed-Use)	C-1 (Limited Commercial)
South	General Retail Store, Other Than Listed Beer/Wine/Cooler Off-Sale Establishment	MXU (Mixed-Use)	C-1 (Limited Commercial)
East	Restaurant Financial Institution, Specified	MXU (Mixed-Use)	C-1 (Limited Commercial)
West	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

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***
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

DEVELOPMENT STANDARDS

Standards	Code Requirements	Provided	Compliance
Location	No Off-Premise Sign may be located within public right-of-way	The sign is not in public right-of-way, nor is it in the Off-Premise Exclusionary Sign Zone.	Y
Zoning	Off-Premise Signs are permitted in C-1. C-2, C-M, and M zoning districts only.	Sign is in a C-1 (Limited Commercial) zoning district.	Y
Area	No Off-Premise Sign shall have a surface area greater than 672 square feet, except that an embellishment of not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 square feet in size and has no embellishments.	Y
Height	No higher than 40 feet from grade at the point of construction: may be raised to a maximum of 55 feet with approval of the City Council if significantly obscured from view of travel lanes.	Sign is 40 feet tall.	Y

Standards	Code Requirements	Provided	Compliance
Screening	All structural elements of an Off-Premise Sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Off-Premise Sign	At least 750 feet to another Off-Premise Sign along US-95 or at least 300 feet to another Off-premise Sign (if not along US-95)	The sign is more than 300 feet from another Off-Premise Sign (not along US-95).	Y
Off-Premise Sign	At least 300 feet to the nearest property line of a lot in any “R” or U” zoned districts.	Sign is more than 300 feet from any property line zoned either “R” or “U.”	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground and is located on property zoned C-1 (Limited Commercial).	Y

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) Required Review

Project Address (Location) 1080 S. Rainbow Blvd

Project Name Rebel Land & Development Review **Proposed Use** Billboard

Assessor's Parcel #(s) 138-34-819-014 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-1 Proposed _____

Additional Information Required review for an existing billboard

Property Owner Rebel Land & Development, LLC Contact _____

Address 1450 N. Benson Ave. Ste A City Upland State CA Zip 97186

E-mail _____ Phone _____

Applicant Lamar Central Outdoor, LLC Contact Scott Naftzger

Address 1863 Helm Drive City Las Vegas State NV Zip 89119

E-mail snaftzger@lamar.com Phone 702-873-4600

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 Christopher Prickett, Authorized agent

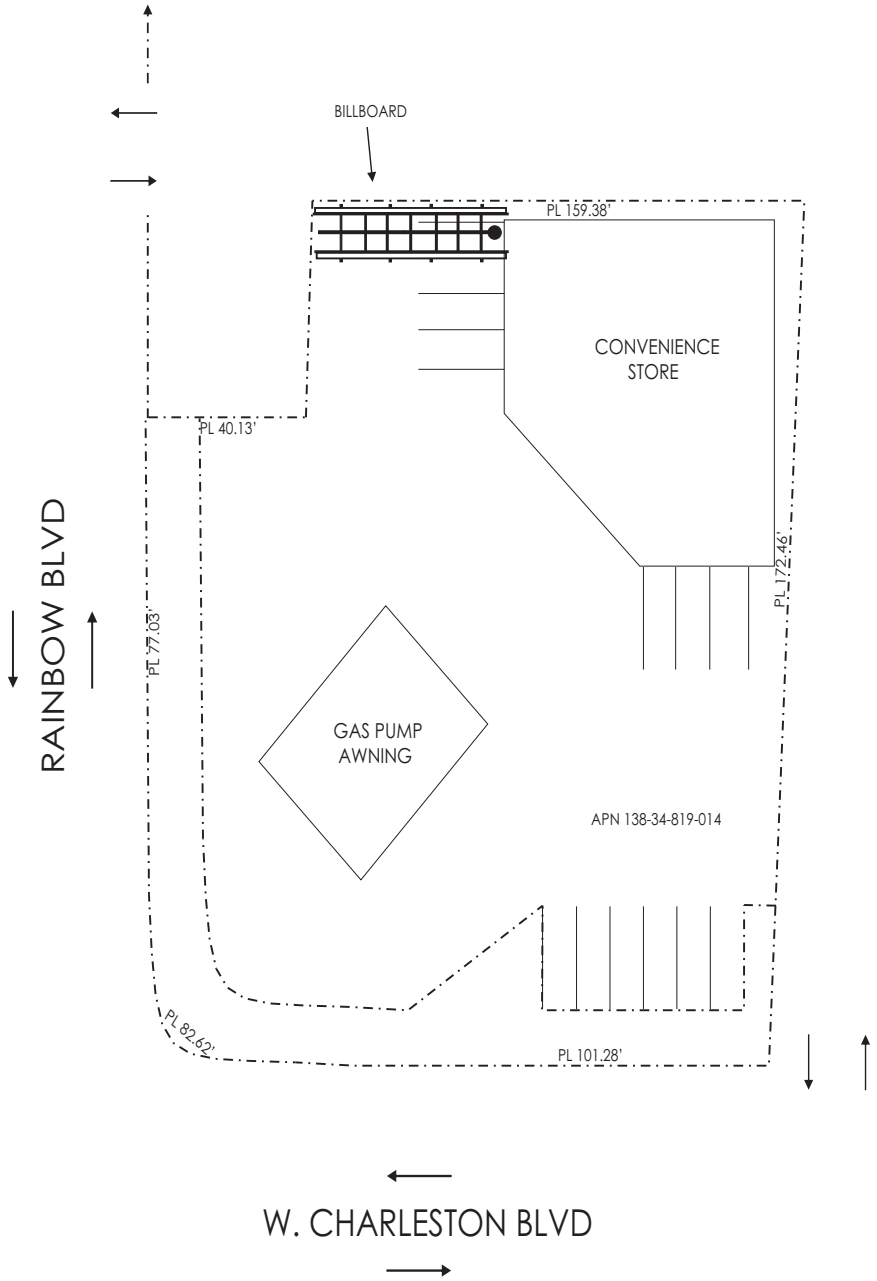
Subscribed and sworn before me

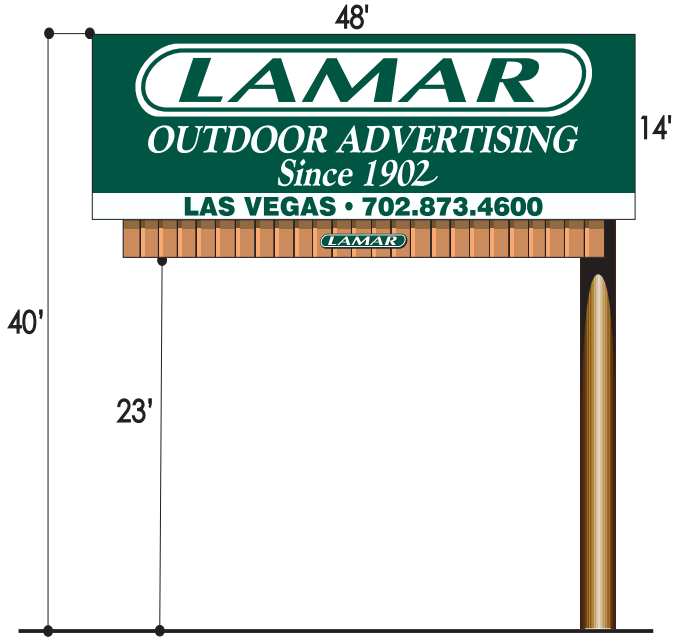
This 26th day of March, 20 21

_____

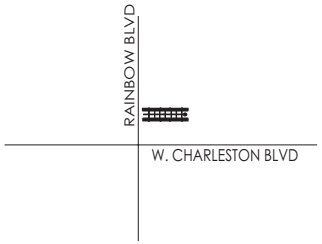
Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
APPOINTMENT NO. 08-7309-1
MY APPT. EXPIRES JULY 09, 2024





ELEVATION (NO SCALE)



VICINITY MAP

21-0294
05/07/2021

LAMAR OUTDOOR ADVERTISING		
SCALE: NO SCALE	DATE: 10/26/11	DRAWN BY: S.NAFTZGER
REBEL OIL (RAINBOW) SITE PLAN		
APN 138-34-819-014		DRAWING NUMBER:



Elevation, Rebel Oil

21-0294
05/07/2021



21-0294-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: REBEL LAND & DEVELOPMENT, LLC
1080 SOUTH RAINBOW BOULEVARD

05/27/21



21-0294-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: REBEL LAND & DEVELOPMENT, LLC
1080 SOUTH RAINBOW BOULEVARD

05/27/21



21-0294-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: REBEL LAND & DEVELOPMENT, LLC
1080 SOUTH RAINBOW BOULEVARD

05/27/21

THE LAMAR COMPANIES

Justification Letter

March 31, 2021

City of Las Vegas
Planning & Zoning Department
495 S. Main Street
Las Vegas, NV 89101

RE: Required Review of Billboard located at 1080 S. Rainbow Blvd. (APN 138-34-819-014).

Dear Sir:

Please accept this application for the required review of the billboard located at 1080 S. Rainbow Blvd. (APN 138-34-819-014). This billboard, which is oriented toward Rainbow Blvd., has been in existence since 1997 and has been maintained in accordance with City's standards. The sign remains compatible with other commercial uses in the area and poses no adverse impact upon the property.

Should you have any questions or concerns, please do not hesitate to call me at 702-873-4600. Thank you very much for your consideration.

Sincerely,

Scott Naftzger
Sr. Real Estate Manager
Lamar Central Outdoor, LLC

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0294-RQR1

SUBJECT: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: REBEL LAND & DEVELOPMENT, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 21, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, JULY 20, 2021.***

Signature — 7/15/21 Date

Scott Nattzger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Agenda Item #57
Received 07.15.21
07.21.21 CC Meeting

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
58

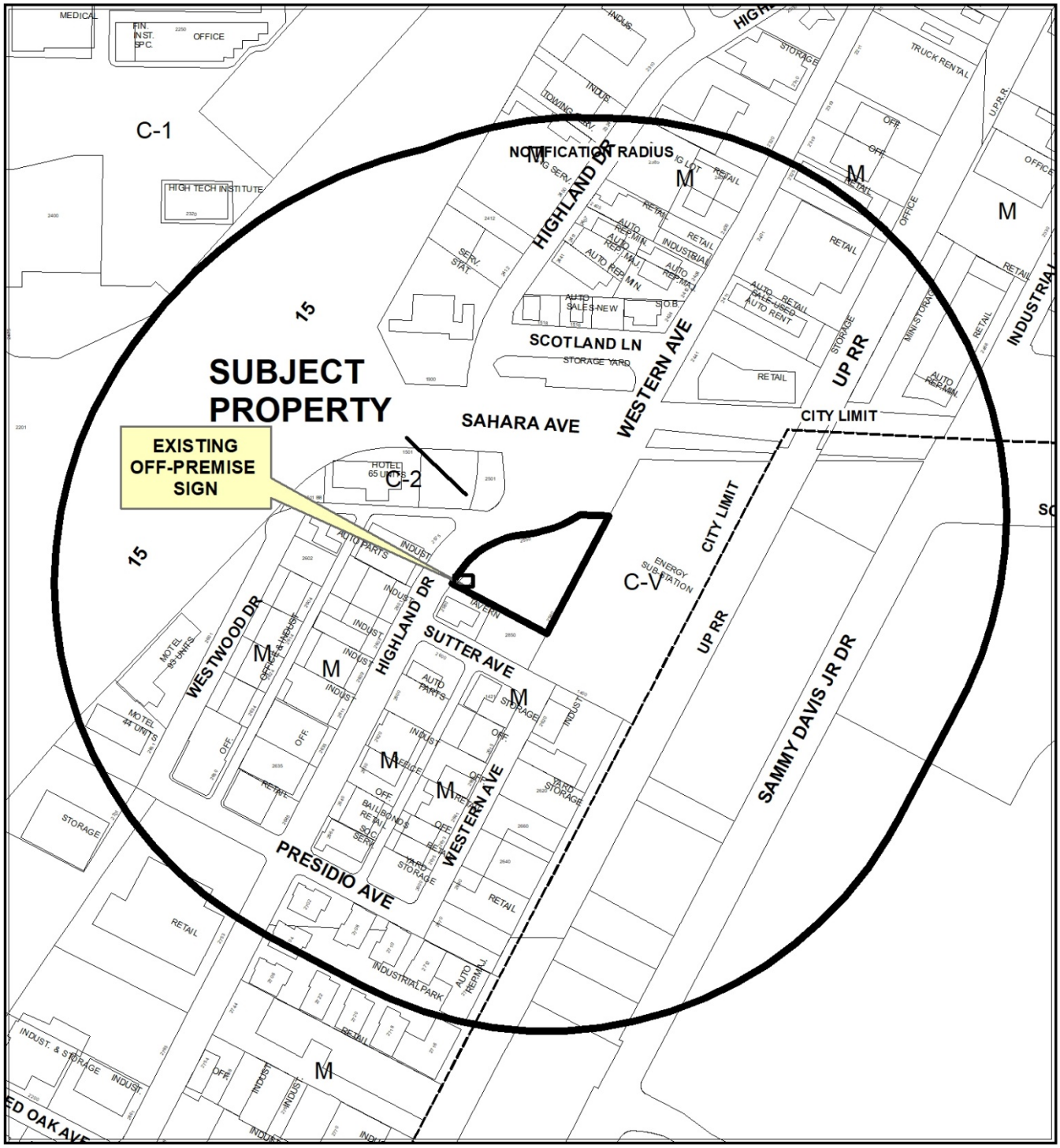
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0295-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: C&J PRIME INVESTMENTS, INC. - For possible action on a Required Review of an approved Special Use Permit (U-0265-94) FOR A 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 2550 Highland Drive (APN 162-09-102-012), M (Industrial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda – Executed One Motion One Vote Documentation



CASE: 21-0295-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



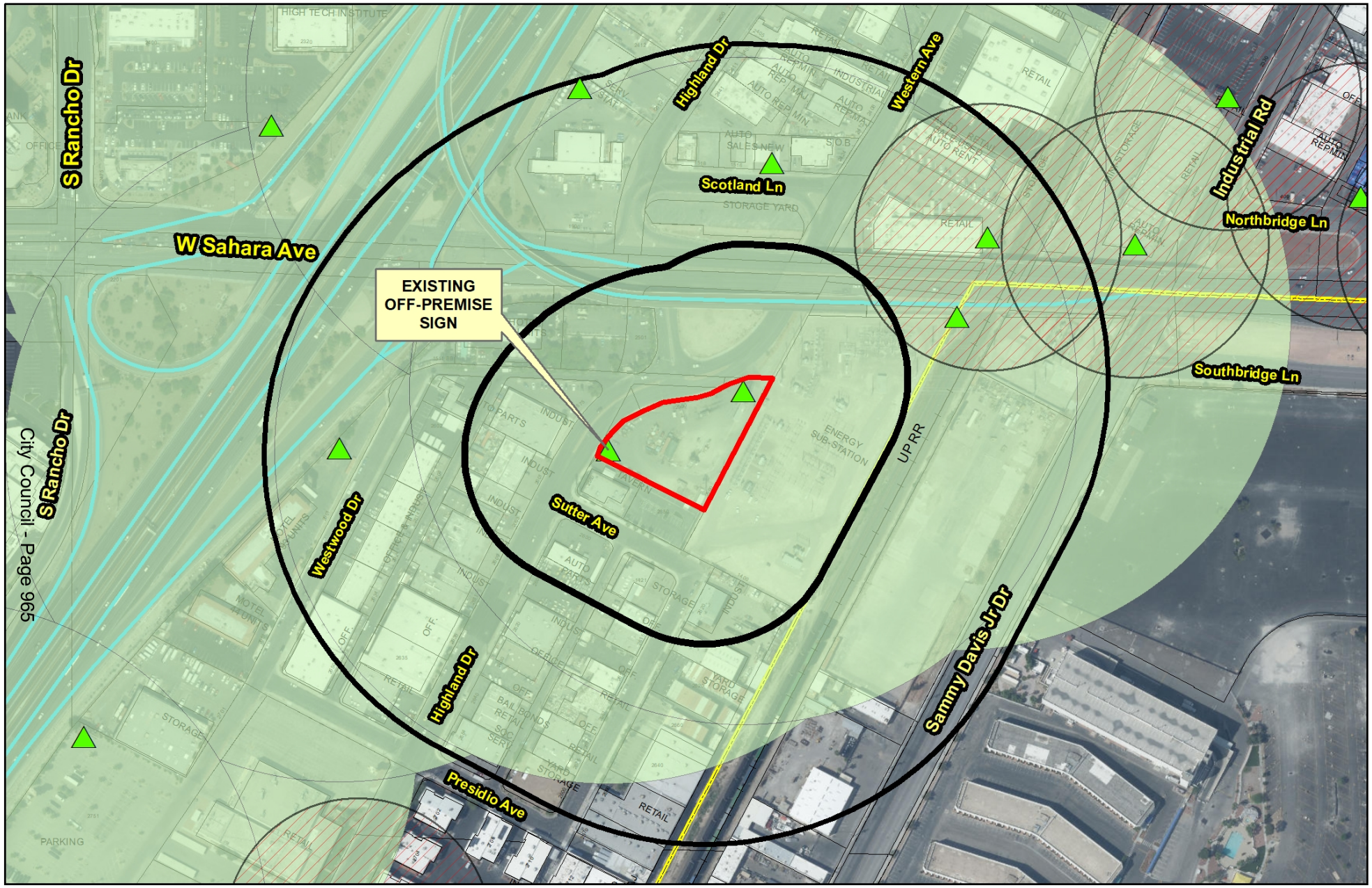
0 287.5 575 Feet

CASE: 21-0295-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

N



21-0295-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, May 27, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: C&J PRIME INVESTMENTS, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0295-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

NOTICES MAILED 90 (By Planning)

PROTESTS 0

APPROVALS 0

**** CONDITIONS ****

21-0295-RQR1 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0265-94).

2. The applicant shall submit an application to the City of Las Vegas for a Required Review of this Special Use Permit in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for fees associated with the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a required three-year review of an approved Special Use Permit (U-0265-94) for an existing 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 2550 Highland Drive.

ISSUES

- This is the eighth required review of the approved Special Use Permit (U-0265-94) for the Off-Premise Sign use.
- A building permit for this off-premise sign was issued 01/25/95, and a final inspection was completed 03/02/95.
- There have not been any significant land use changes or developments in the vicinity of this sign since the previous review.

ANALYSIS

The subject Off-Premise sign is located within a contractor's storage yard in an M (Industrial) zoning district. The off-premise sign was approved in 1995 at a height of 55 feet. The sign is oriented toward the eastbound lanes of Sahara Avenue and the Interstate 15 off-ramp to the eastbound lanes of Sahara Avenue. The area contains predominately commercial and industrial uses.

During a recent field check of the site, staff noted the sign faces and pole were in good condition with no graffiti present on the structural pole. Bird deterrent devices were not visible during the field check; however, no evidence of a bird nuisance related to this sign could be detected.

FINDINGS (21-0295-RQR1)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)." The establishment of Redevelopment Area 1 has not significantly altered land use in the area so as to change the area's character. The site remains suitable for an Off-Premise Sign use. A valid building permit was issued for the sign and all inspections have been completed. The sign is in compliance with Special Use Permit (U-0265-94) and remains compatible with the adjacent land uses. Therefore, staff recommends approval with conditions requiring a three-year review. If denied, the off-premise sign must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/21/94	The City Council approved a request for a Special Use Permit (U-0265-94) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 2550 Highland Drive. The Board of Zoning Adjustment recommended approval.
02/16/00	The City Council approved a Required Review [U-0265-94(1)] of an approved Special Use Permit (U-0265-94) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 2550 Highland Drive. The Planning Commission and staff recommended approval.
04/03/02	The City Council approved a Required Review [U-0265-94(2)] of an approved Special Use Permit (U-0265-94) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 2550 Highland Drive. The Planning Commission and staff recommended approval.
07/07/04	The City Council approved a Required Review (RQR-4243) of an approved Special Use Permit (U-0265-94) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 2550 Highland Drive. The Planning Commission and staff recommended approval.
09/06/07	The City Council approved a Required Review (RQR-22324) of an approved Special Use Permit (U-0265-94) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 2550 Highland Drive. The Planning Commission and staff recommended approval.
10/20/10	The City Council approved a Required Review (RQR-39106) of an approved Special Use Permit (U-0265-94) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 2550 Highland Drive. The Planning Commission and staff recommended approval.
11/20/13	The City Council approved a Required Review (RQR-50144) of an approved Special Use Permit (U-0265-94) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 2550 Highland Drive. Staff recommended approval.
03/16/17	Department of Planning staff conducted a Conditional Use Verification (CUV-69507) for modifications to an approved Wireless Communications Facility at 2560 Highland Drive.
06/30/17	A Parcel Map (PMP-69611) for one lot on 1.36 acres at the southeast corner of Westwood Drive and Highland Drive was recorded.
08/29/18	Department of Planning staff conducted a Conditional Use Verification (CUV-74446) for a Wireless Communications Facility, Non-Stealth Design use at 2560 Highland Drive.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
09/05/18	The City Council approved a request for a Site Development Plan Review (SDR-73507) for a 200 square-foot Contractor's Plan, Shop & Storage Yard with a Waiver to allow a 10-foot wide landscape buffer adjacent to the west property line where 15 feet is required; a zero-foot wide landscape buffer adjacent to the north, south and east property line where eight feet is required; and wrought iron fencing along the western perimeter where a solid screen wall is required at 2550 and 2560 Highland Drive. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-73508) for a concurrent Temporary Contractor's Plant, Shop & Storage Yard at 2550 and 2560 Highland Drive. The Planning Commission and staff recommended approval.
11/21/18	The City Council approved a Required Review (RQR-73209) of an approved Special Use Permit (U-0265-94) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 2550 Highland Drive. Staff recommended approval.
02/07/19	Department of Planning staff conducted a Conditional Use Verification (CUV-75746) for a Wireless Communications Facility, Non-Stealth Design use at 2560 Highland Drive.

Most Recent Change of Ownership	
07/15/16	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/25/95	A building permit (#95364890) was issued for an off-premise sign at 2550 Highland Drive. The permit was finalized on 03/02/95.
09/25/95	A building permit (#95878360) was issued for an off-premise sign at 2560 Highland Drive. The permit has not been finalized.
07/09/02	A building permit (#02012260) was issued for a chain link fence with barbed wire at 2550 Highland Drive. The permit was finalized on 07/10/02.
04/03/19	A building permit (C19-00723) was issued for removal and replacement of antennas and cabling for a wireless communications facility at 2560 Highland Drive. A final inspection was approved 08/05/19.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/14/21	The site contains a paved contractor's yard and concrete batch plant. The subject sign is located on the north side of the site. Another off-premise sign is located on the south side of the site, and a wireless communications facility is located at the southeast corner of the site. The subject Off-Premise Sign has a center-mounted structural pole with sign panels in a V-shape. The east sign face currently contains no sign graphics. The sign and structural pole were in good condition with no bird droppings present. Bird deterrent devices were not detected.

Details of Application Request	
Site Area	
Net Acres	1.36

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Off-Premise Sign	C (Commercial)	M (Industrial)
	Wireless Communications Facility, Non-Stealth Design		
	Contractor's Plant, Shop & Storage Yard		
North	Public right-of-way	Right-of-Way	Right-of-Way
South	Sexually Oriented Business	LI/R (Light Industry/Research)	M (Industrial)
	Tavern-Limited Establishment		
	Restaurant		
East	Electric Utility Substation	PF (Public Facilities)	C-V (Civic)
West	Hotel	C (Commercial)	C-2 (General Commercial)
			M (Industrial)
	Office, Other Than Listed	LI/R (Light Industry/Research)	M (Industrial)

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 – Area 1	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.120, the following standards apply:

Standards	***Code Requirements***	***Provided***	***Compliance***
Location	No off-premise sign may be located within public right-of-way.	Not located within public right-of-way Not in Off-Premise Sign Exclusionary Zone	Y
Zoning	Permitted only in the C-1, C-2, C-M and M zoning districts, except permitted in the C-V district if the parcel is operated or controlled by an agency of local, state or federal government.	Located in an M (Industrial) District	Y
Setback	Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	Not adjacent to freeway. Approximately 120 feet from the nearest intersection	Y
Area	No off-premise sign shall have a surface area greater than 672 SF, except that an embellishment not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The sign is 672 SF and currently has no embellishments	Y

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Height	No taller than 40 feet from grade at the point of construction; may be raised a maximum of 30 feet above an adjacent elevated freeway or to 55 feet if a significant portion of the display surface is obscured from view from the travel lanes of the freeway.	The sign is 55 feet in height as approved in 1995.	Y
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from view	Y
Distance Separation	At least 750 feet to another off-premise sign along freeway frontage or at least 300 feet to another off-premise Sign (if not freeway)	Nearest off-premise sign is 330 feet to the southwest	Y
	At least 300 feet to the nearest property line of a lot in any “R” or “U” zoned districts.	Nearest R or U zone is 1,405 feet to the northwest	Y
Other	All off-premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground, detached from any other structures and located property with only commercial uses	Y

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) Required Review

Project Address (Location) 2550 Highland Drive

Project Name C&J Prime Investments Review **Proposed Use** Billboard

Assessor's Parcel #(s) 162-09-102-012 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing M Proposed _____

Additional Information Required review for an existing billboard

Property Owner C&J Prime Investments, Inc. Contact Efrain Arteaga

Address 1806 W. Oakey Blvd. City Las Vegas State NV Zip 89102

E-mail _____ Phone _____

Applicant Lamar Central Outdoor, LLC Contact Scott Naftzger

Address 1863 Helm Drive City Las Vegas State NV Zip 89119

E-mail snaftzger@lamar.com Phone 702-873-4600

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 Christopher Tickett, Authorized agent

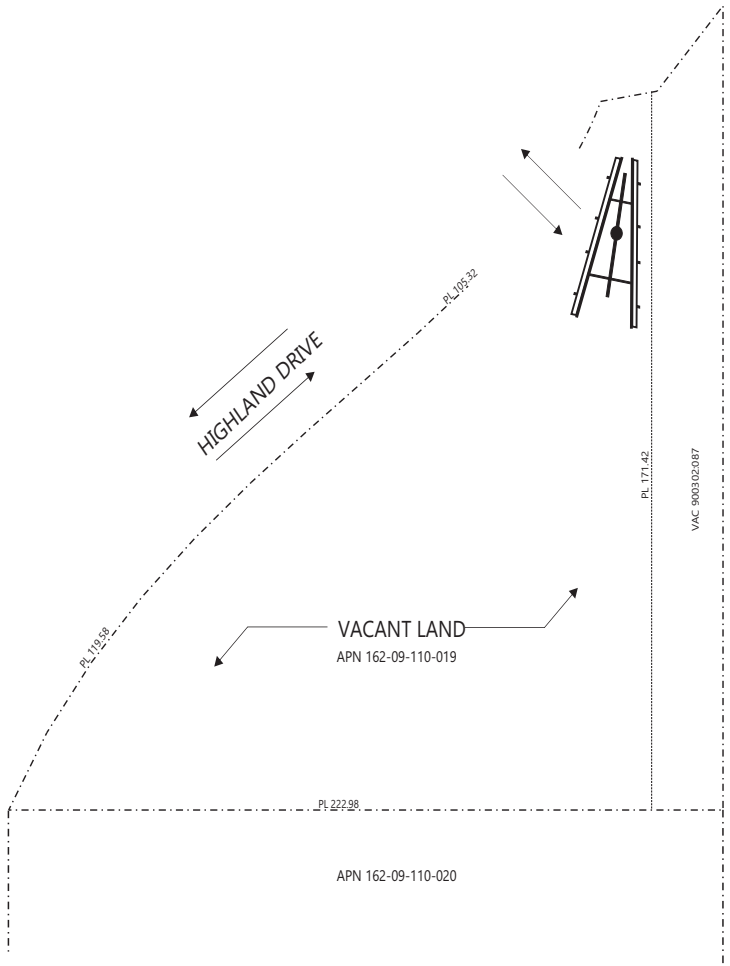
Subscribed and sworn before me

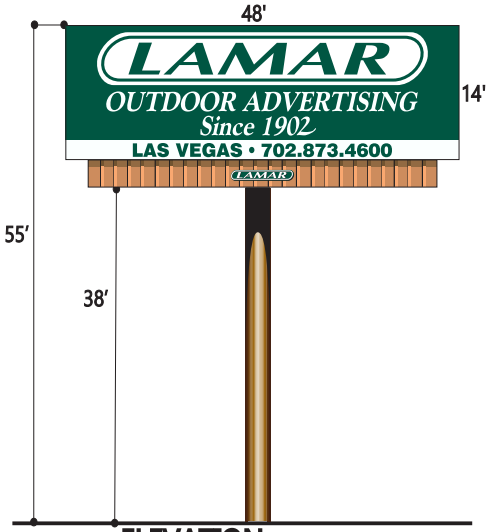
This 26th day of March, 20 21

_____

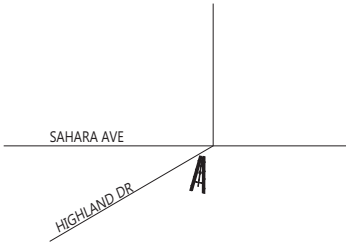
Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
APPOINTMENT NO. 08-7309-1
MY APPT. EXPIRES JULY 09, 2024





ELEVATION (NO SCALE)



VICINITY MAP (NO SCALE)

LAMAR OUTDOOR ADVERTISING		
SCALE: NO SCALE	DATE: 07/28/21	DRAWN BY: S.NAFTZGER
URBAN LAND OF NEVADA		
APN 162-09-102-012		DRAWING NUMBER:

21-0295
08/04/2021



Elevation, C&J Prime

21-0295
05/07/2021



21-0295-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: C&J PRIME INVESTMENTS, INC. 2550 HIGHLAND DRIVE

06/14/21



21-0295-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: C&J PRIME INVESTMENTS, INC.
2550 HIGHLAND DRIVE

06/14/21



21-0295-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: C&J PRIME INVESTMENTS, INC.
2550 HIGHLAND DRIVE

06/14/21

THE LAMAR COMPANIES

Justification Letter

March 31, 2021

City of Las Vegas
Planning & Zoning Department
495 S. Main Street
Las Vegas, NV 89101

RE: Required Review of the Billboard located at 2550 Highland Dr. (APN 162-09-102-012).

Dear Sir:

Please accept this application for the required review of the billboard located at 2550 Highland Dr. (APN 162-09-102-012). This billboard, which is oriented toward Sahara Ave., has been in existence since 1994 and has been maintained in accordance with City's standards. The sign remains compatible with other commercial uses in the area and poses no adverse impact upon the property.

Should you have any questions or concerns, please do not hesitate to call me at 702-873-4600. Thank you very much for your consideration.

Sincerely,

Scott Naftzger
Sr. Real Estate Manager
Lamar Central Outdoor, LLC

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: **21-0295-RQR1**

SUBJECT: **APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: C&J PRIME INVESTMENTS, INC.**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 21, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, JULY 20, 2021.***

Signature

7/15/21
Date

Scott Naftzger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Agenda Item #58
Received 07.15.21
07.21.21 CC Meeting

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
59

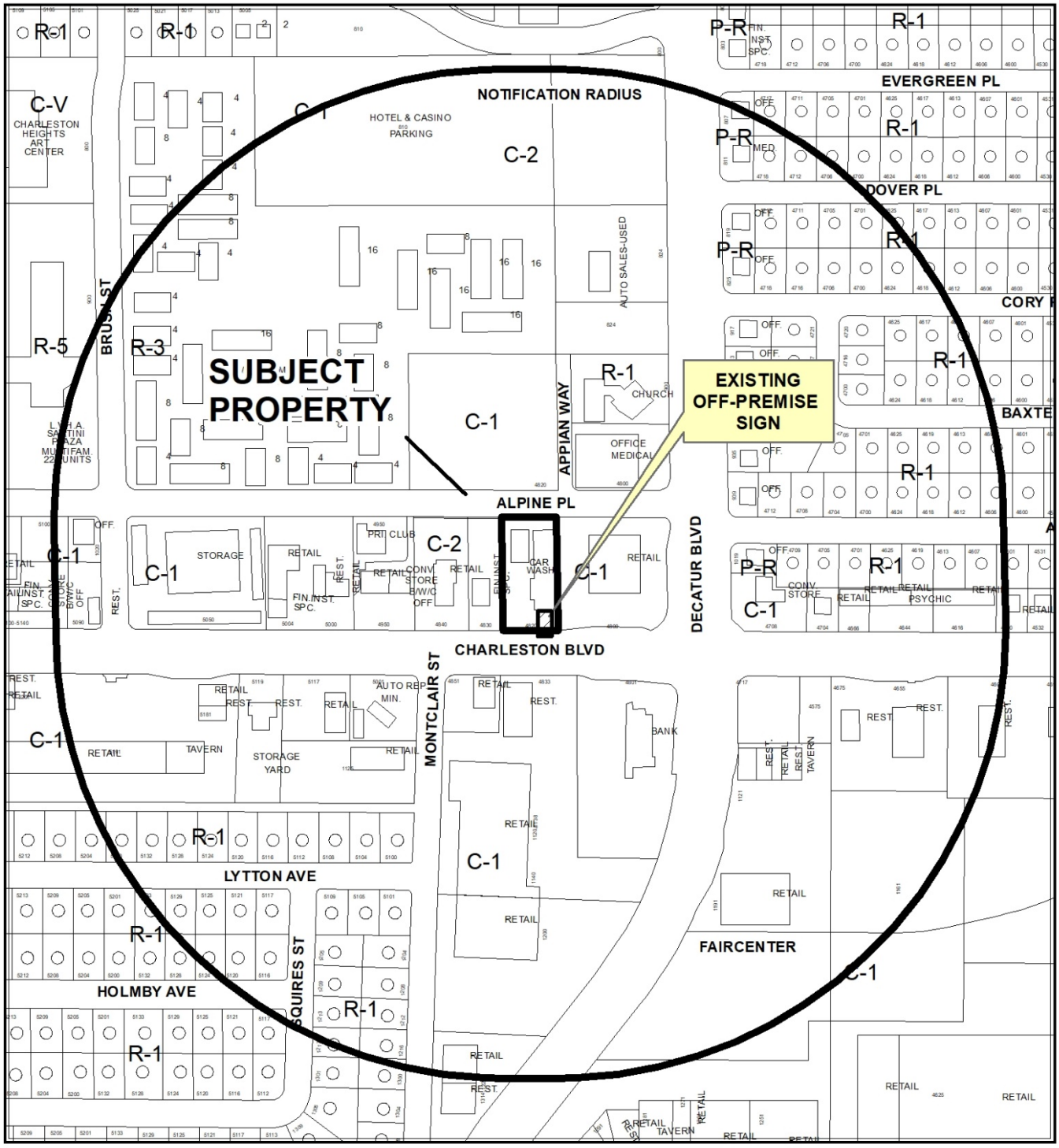
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0296-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC. - For possible action on a Required Review of an approved Special Use Permit (U-0262-94) FOR A 40-FOOT TALL, 14-FOOT X 48-FOOT OFF-PREMISE SIGN at 4820 West Charleston Boulevard (APN 138-36-804-008), C-2 (General Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

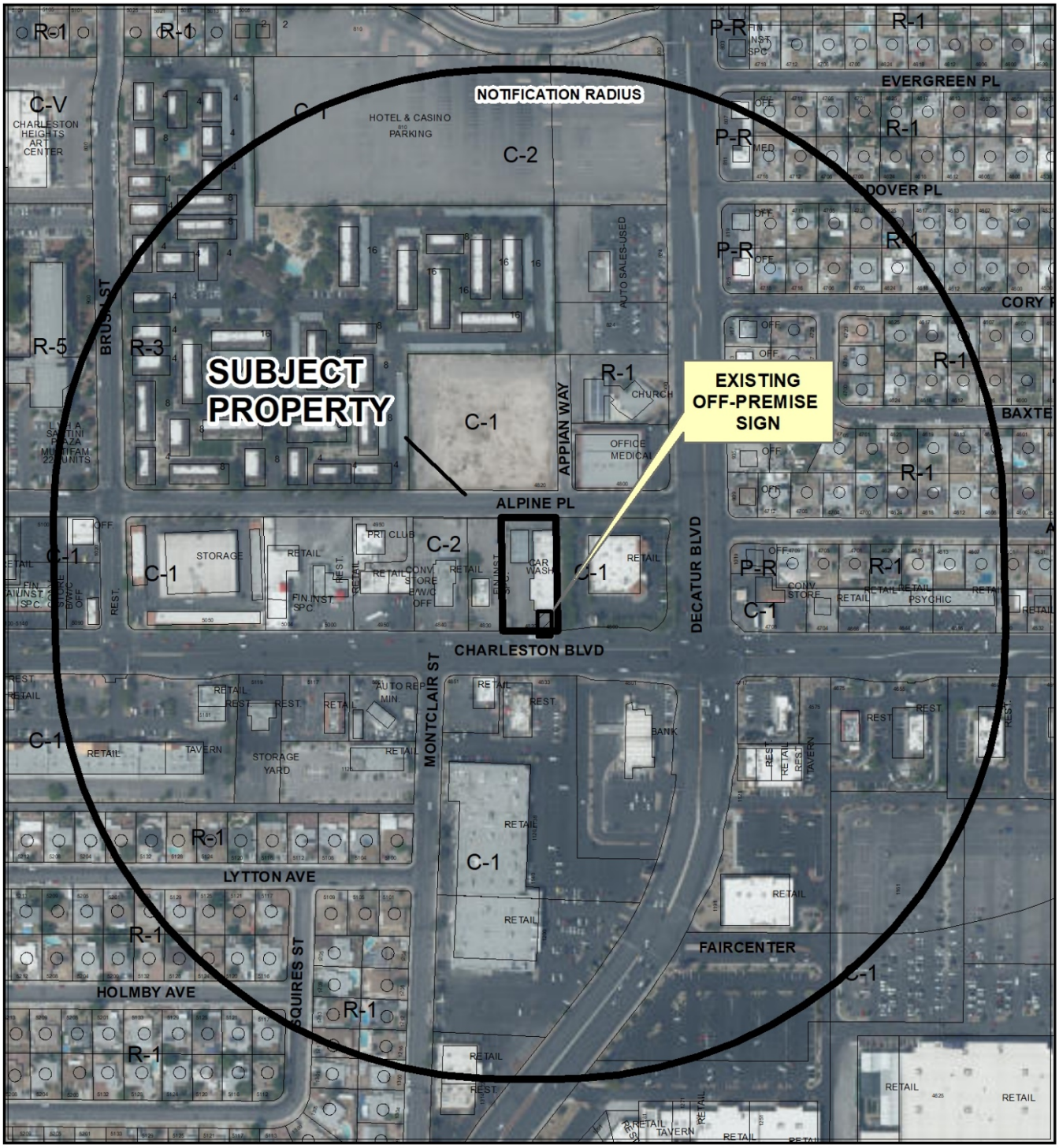
BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda – Executed One Motion One Vote Documentation and Protest Postcard



CASE: 21-0296-RQR1

RADIUS: 1000 FEET

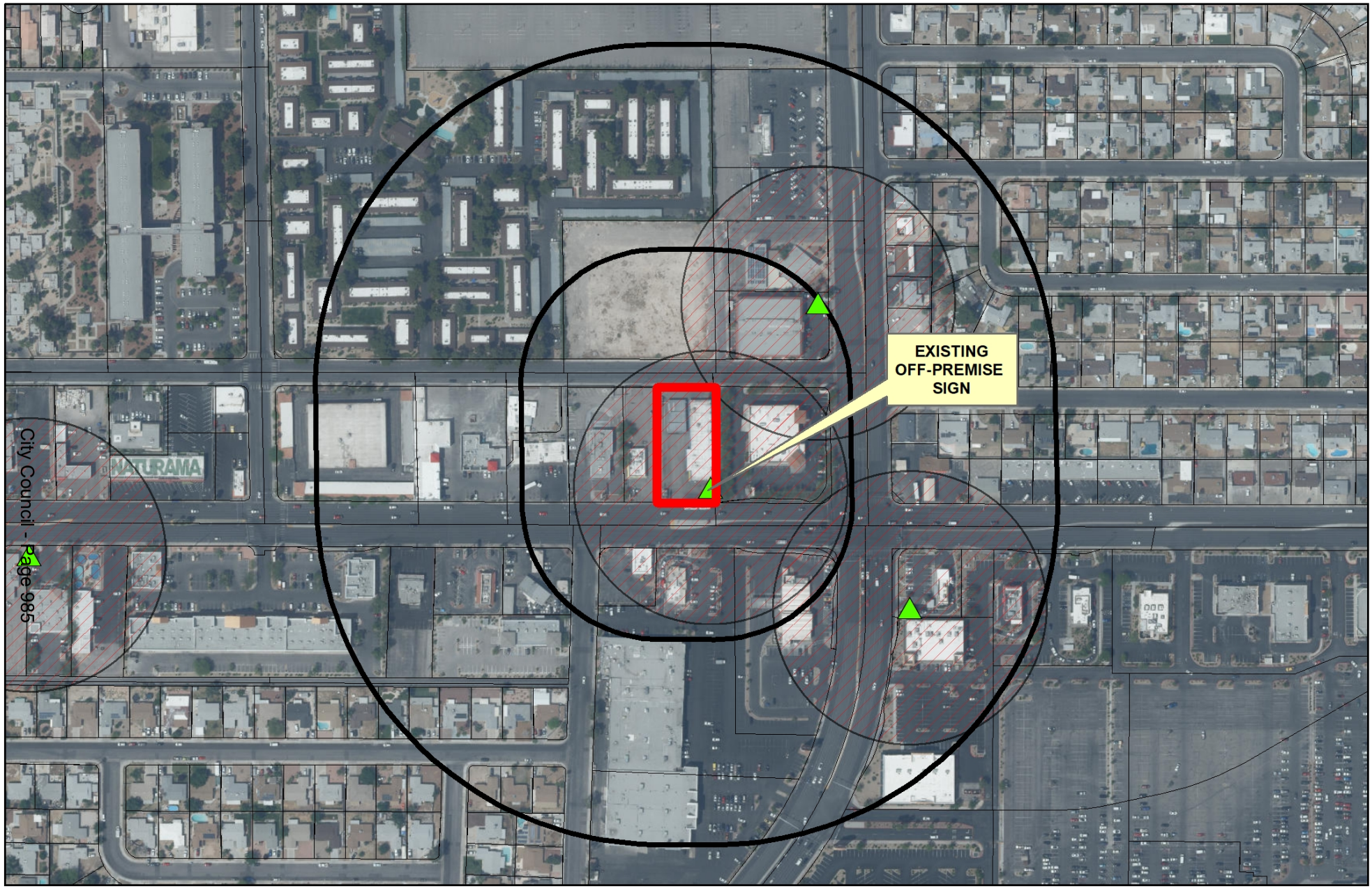
ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



CASE: 21-0296-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



21-0296-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, May 27, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0296-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

NOTICES MAILED 180 (By Planning)

PROTESTS 0

APPROVALS 0

**** CONDITIONS ****

21-0296-RQR1 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0262-94).

2. The applicant shall submit an application to the City of Las Vegas for a Required Review of this Special Use Permit in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for fees associated with the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a required three-year review of an approved Special Use Permit (U-0262-94) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4820 West Charleston Boulevard.

ISSUES

- This is the eighth required review of the approved Special Use Permit (U-0262-94) for the Off-Premise Sign use.
- A building permit for this off-premise sign was issued 01/13/95, and a final inspection was completed 03/17/95.
- There have not been any significant land use changes or developments in the vicinity of this sign since the previous review. In June 2021 the Las Vegas 2050 Master Plan changed the General Plan land use designation for parcels in this area along Charleston Avenue to TOD-1 (Transit Oriented Development-1) in anticipation of accommodating future transit-oriented development, but the character of the area has remained unaltered.

ANALYSIS

The subject Off-Premise sign is located on the site of an existing full service car wash in a C-2 (General Commercial) zoning district. The sign is oriented toward the eastbound and westbound lanes of Charleston Boulevard. This is a major commercial corridor with scattered residential uses on neighboring streets. In June 2021 the Las Vegas 2050 Master Plan was adopted, which changed the General Plan land use designation for parcels near the intersection of Charleston Boulevard and Decatur Boulevard to TOD-1 (Transit Oriented Development-1) in anticipation of accommodating future transit-oriented mixed-use development. However, at this time there are no zoning changes or major redevelopment efforts imminent.

During a recent field check of the site, staff noted the sign faces were in good condition with no graffiti present on the structural pole. Bird deterrent devices (spikes) were visible during the field check. No evidence of bird droppings were present.

FINDINGS (21-0296-RQR1)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)." The establishment of Redevelopment Area 2 has not significantly altered land use in the area so as to change the area's character. The site remains suitable for an Off-Premise Sign use. A valid building permit was issued for the sign and all inspections have been completed. The sign is in compliance with Special Use Permit (U-0262-94) and remains compatible with the adjacent land uses. Therefore, staff recommends approval with conditions requiring a three-year review. If denied, the off-premise sign must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/21/94	The City Council approved a request for a Special Use Permit (U-0262-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4820 West Charleston Boulevard. The Board of Zoning Adjustment recommended denial. Staff recommended approval.
02/16/00	The City Council approved a Required Review [U-0262-94(1)] of an approved Special Use Permit (U-0262-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4820 West Charleston Boulevard. The Planning Commission and staff recommended approval.
04/03/02	The City Council approved a Required Review [U-0262-94(2)] of an approved Special Use Permit (U-0262-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4820 West Charleston Boulevard. The Planning Commission and staff recommended approval.
07/07/04	The City Council approved a Required Review (RQR-4240) of an approved Special Use Permit (U-0262-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4820 West Charleston Boulevard. The Planning Commission and staff recommended approval.
09/05/07	The City Council approved a Required Review (RQR-22322) of an approved Special Use Permit (U-0262-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4820 West Charleston Boulevard. The Planning Commission and staff recommended denial.
10/20/10	The City Council approved a Required Review (RQR-39107) of an approved Special Use Permit (U-0262-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4820 West Charleston Boulevard. The Planning Commission and staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/16/13	The City Council approved a Required Review (RQR-50145) for an approved Special Use Permit (U-0262-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4820 West Charleston Boulevard. Staff recommended approval.
10/05/16	The City Council approved a Required Review (RQR-65204) of an approved Special Use Permit (U-0262-94) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 4820 West Charleston Boulevard. Staff recommended approval.
06/02/21	The City Council approved a request for a General Plan Amendment (21-0029-GPA1) to adopt the City of Las Vegas 2050 Master Plan and amend the City of Las Vegas General Plan from Various Categories to TOD-1 (Transit Oriented Development-1), TOD-2 (Transit Oriented Development-2), TOC-1 (Transit Oriented Corridor-1), TOC-2 (Transit Oriented Corridor-2) or NMXU (Neighborhood Center Mixed Use) within the City of Las Vegas. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
08/21/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/13/95	A building permit (#95363554) was issued for an Off-Premise Sign at 4820 West Charleston Boulevard. The permit received its final inspection on 03/17/95.
02/10/95	A building permit (#95366744) was issued for electrical service to an Off-Premise Sign at 4820 West Charleston Boulevard. The permit received its final inspection on 03/17/95.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/14/21	The site contains a full service car wash. The subject sign has a center-mounted structural pole with two sign panels facing each direction. The sign and structural pole were in good condition with no bird droppings present. Bird deterrent devices (spikes) were noted.

Details of Application Request	
Site Area	
Net Acres	0.72

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Off-Premise Sign Car Wash, Full Service or Auto Detailing	TOD-1 (Transit Oriented Development-1)	C-2 (General Commercial)
North	Undeveloped	TOD-1 (Transit Oriented Development-1)	C-1 (Limited Commercial)
South	Restaurant General Retail Store, Other Than Listed	TOD-1 (Transit Oriented Development-1)	C-1 (Limited Commercial)
East	General Retail Store, Other Than Listed	TOD-1 (Transit Oriented Development-1)	C-1 (Limited Commercial)
West	Financial Institution, Specified	TOD-1 (Transit Oriented Development-1)	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 – Area 2	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Location	No off-premise sign may be located within public right-of-way.	Not located within public right-of-way Not in Off-Premise Sign Exclusionary Zone	Y
Zoning	Permitted only in the C-1, C-2, C-M and M zoning districts, except permitted in the C-V district if the parcel is operated or controlled by an agency of local, state or federal government.	Located in an C-2 (General Commercial) District	Y
Setback	Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	Not adjacent to freeway. Approximately 230 feet from the nearest intersection	Y
Area	No off-premise sign shall have a surface area greater than 672 SF, except that an embellishment not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The sign is 672 SF and currently has no embellishments	Y
Height	No taller than 40 feet from grade at the point of construction; may be raised a maximum of 30 feet above an adjacent elevated freeway or to 55 feet if a significant portion of the display surface is obscured from view from the travel lanes of the freeway.	The sign is 40 feet in height.	Y

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from view	Y
Distance Separation	At least 750 feet to another off-premise sign along freeway frontage or at least 300 feet to another off-premise Sign (if not freeway)	Nearest off-premise sign is approximately 485 feet to the northeast	Y
	At least 300 feet to the nearest property line of a lot in any “R” or “U” zoned districts.	Nearest R or U zone is approximately 430 feet to the northwest	Y
Other	All off-premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground, detached from any other structures and located property with only commercial uses	Y

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) Required Review

Project Address (Location) 4820 W. Charleston Blvd.

Project Name Charwest Review **Proposed Use** Billboard

Assessor's Parcel #(s) 138-36-804-008 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-2 Proposed _____

Additional Information Required review for an existing billboard

Property Owner Charwest, Inc. Contact _____

Address 4820 W. Charleston Blvd City Las Vegas State NV Zip 89146

E-mail _____ Phone _____

Applicant Lamar Central Outdoor, LLC Contact Scott Naftzger

Address 1863 Helm Drive City Las Vegas State NV Zip 89119

E-mail snaftzger@lamar.com Phone 702-873-4600

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 Christopher Prickett, Authorized agent

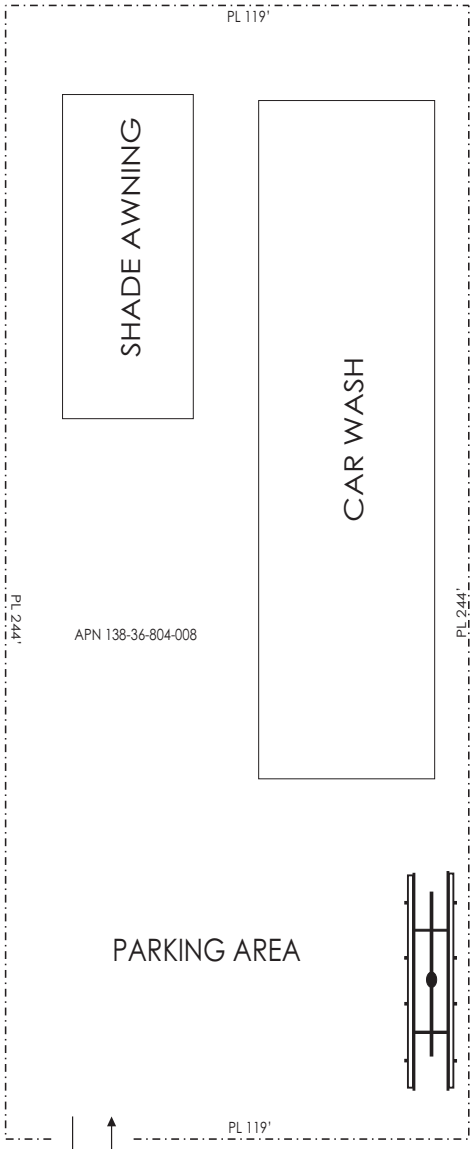
Subscribed and sworn before me

This 26th day of March, 20 21

_____

Notary Public in and for said County and State

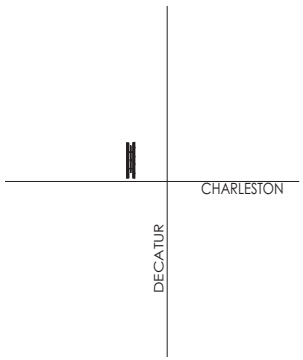
MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
APPOINTMENT NO. 08-7309-1
MY APPT. EXPIRES JULY 09, 2024



EXISTING 40' TALL
OFF-PREMISE
SIGN



ELEVATION (NO SCALE)



VICINITY MAP(NO SCALE)

21-0296
05/07/2021

LAMAR OUTDOOR ADVERTISING		
SCALE: NO SCALE	DATE: 6/22/07	DRAWN BY: S.NAFTZGER
CHARLESTON CAR WASH		
APN 138-36-804-008		DRAWING NUMBER:



Elevation Charwest, Inc



21-0296-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC.
3920 WEST CHARLESTON BOULEVARD

06/14/21



21-0296-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC.
3920 WEST CHARLESTON BOULEVARD

06/14/21



21-0296-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: CHARWEST, INC.
3920 WEST CHARLESTON BOULEVARD

06/14/21

THE LAMAR COMPANIES

Justification Letter

March 31, 2021

City of Las Vegas
Planning & Zoning Department
495 S. Main Street
Las Vegas, NV 89101

RE: Required Review of the Billboard located at 4820 W. Charleston Blvd. (APN 138-36-804-008).

Dear Sir:

Please accept this application for the required review of the billboard located at 4820 W. Charleston Blvd. (APN 138-36-804-008). This billboard, which is oriented toward Charleston Blvd, has been in existence since 1994 and has been maintained in accordance with City's standards. The sign remains compatible with other commercial uses in the area and poses no adverse impact upon the property.

Should you have any questions or concerns, please do not hesitate to call me at 702-873-4600. Thank you very much for your consideration.

Sincerely,

Scott Naftzger
Sr. Real Estate Manager
Lamar Central Outdoor, LLC

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0296-RQR1

SUBJECT: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC – OWNER: CHARWEST, INC.

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 21, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, JULY 20, 2021.***

Signature — 7/15/21 — Date

Scott Nattzger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Agenda Item #59
Received 07.15.21
07.21.21 CC Meeting

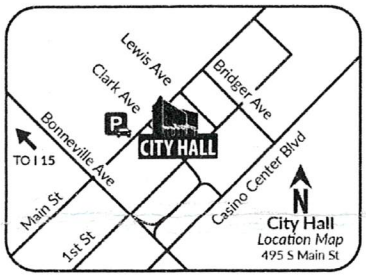
City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2021 JUL 14 P 12:14



Scan or go to:
www.lasvegasnevada.gov/meetings

enough unsightly Billboards

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

21-0296-RQR1

City Council Meeting of **07/21/2021**

21-0296-RQR1
16301512008
HOLLY HELEN A
5204 LYTTON AVE
LAS VEGAS NV 89146-1425

Submitted after final agenda
Item 59

97 DRDFNP1 89146

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
60

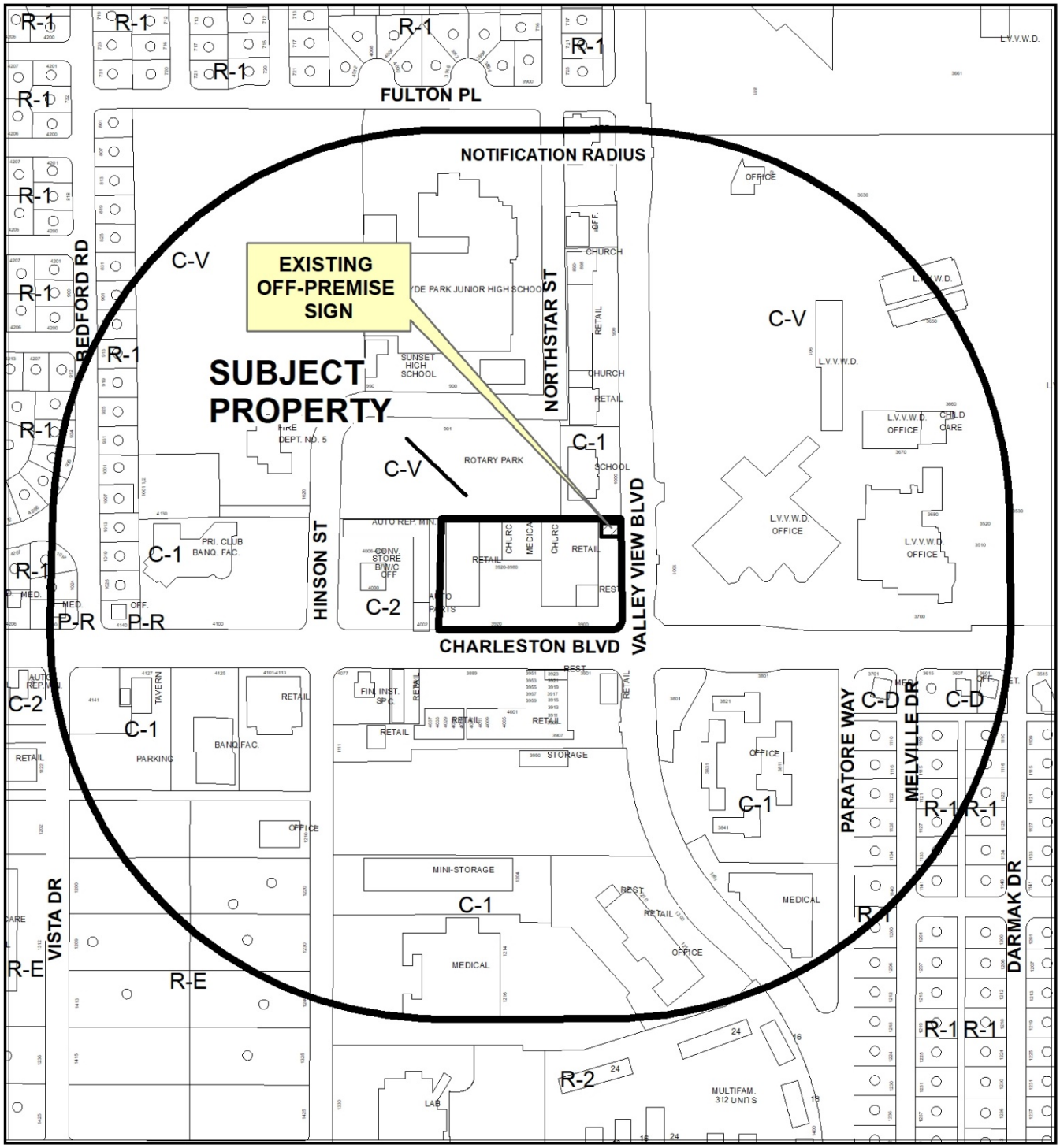
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0297-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: DJS DEVELOPMENT, LLC - For possible action on a request for a Required Review of an approved Special Use Permit (U-0043-94) FOR AN EXISTING 55-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN at 3920 West Charleston Boulevard (APN 139-31-801-018), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed One Motion One Vote Documentation



0 295 590 Feet

CASE: 21-0297-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



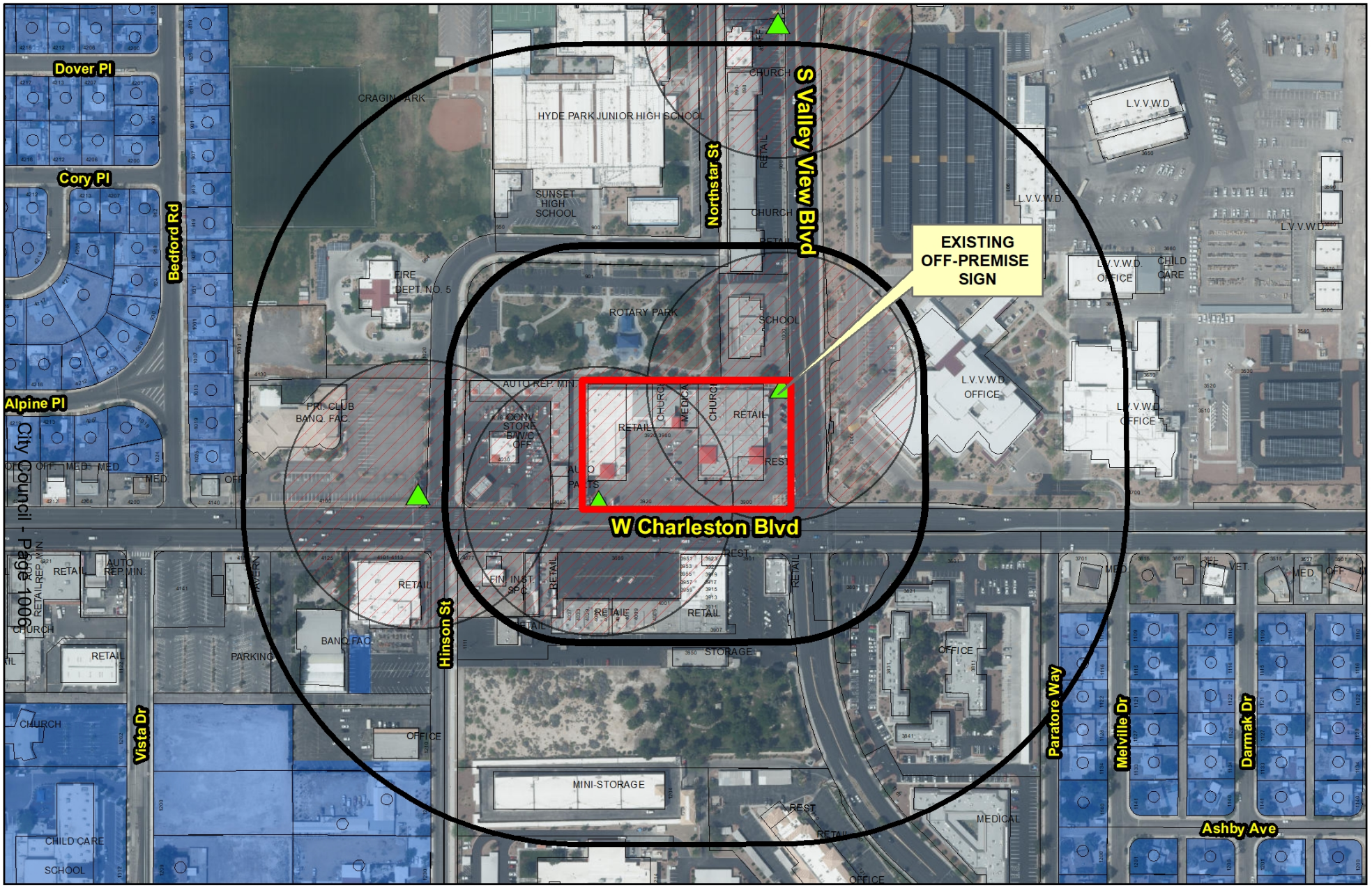
0 295 590 Feet

CASE: 21-0297-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



21-0297-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, May 26, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: DJS DEVELOPMENT, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0297-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

NOTICES MAILED 74 (By Planning)

PROTESTS 0

APPROVALS 0

**** CONDITIONS ****

21-0297-RQR1 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Special Use Permit (U-0043-94).

2. The applicant shall submit an application to the City of Las Vegas for a Required Review of this Special Use Permit in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for fees associated with the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Special Use Permit shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a required three-year review of an approved Special Use Permit (U-0043-94) for an existing 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 3920 West Charleston Boulevard.

ISSUES

- This is the ninth required review of the approved Special Use Permit (U-0043-94) for the Off-Premise Sign use.
- A building permit was issued for this Off-Premise sign on 06/02/94, with a final inspection completed on 06/24/94.
- There have not been any significant changes in development or actual land use in the surrounding area since the last review. In June 2021 the Las Vegas 2050 Master Plan changed the General Plan land use designation for parcels in this area along Charleston Boulevard to TOC-1 (Transit Oriented Corridor-1) in anticipation of accommodating future transit-oriented development, but the character of the area has remained unaltered.

ANALYSIS

The subject Off-Premise sign is located on the site of an existing retail center development in a C-1 (Limited Commercial) zoning district. The sign is oriented toward the eastbound and westbound lanes of Charleston Boulevard. Both sides of Charleston Boulevard remain exclusively commercial in character. In June 2021 the Las Vegas 2050 Master Plan was adopted, which changed the General Plan land use designation for parcels along Charleston Boulevard in this area to TOC-1 (Transit Oriented Corridor-1) in anticipation of accommodating future transit-oriented development. However, at this time no zoning changes are imminent.

During a recent field check of the site, staff noted the sign faces were in good condition with no graffiti present on the structural pole. Bird deterrent devices were not visible during the field check; however, no evidence of a bird nuisance related to this sign could be detected.

FINDINGS (21-0297-RQR1)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)." The establishment of Redevelopment Area 2 has not significantly altered land use in the area so as to change the area's character. The site remains suitable for an Off-Premise Sign use. A valid building permit was issued for the sign and all inspections have been completed. The sign is in compliance with Special Use Permit (U-0043-94) and remains compatible with the adjacent land uses. Therefore, staff recommends approval with conditions requiring a three-year review. If denied, the off-premise sign must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/20/94	The City Council approved a Special Use Permit (U-0043-94) for two 55-foot tall, 14-foot by 48-foot Off-Premise Signs on property located at 3900 and 3920 West Charleston Boulevard. The Board of Zoning and Adjustment recommended approval of the request.
05/24/99	The City Council approved a Required Review [U-0043-94(1)] of an approved Special Use Permit (U-0043-94) which allowed two 55-foot tall, 14-foot by 48-foot Off Premise Signs on property located at 3900 and 3920 West Charleston Boulevard. The Planning Commission recommended approval of the request.
07/05/01	The City Council approved the Required Review [U-0043-94(2)] of an approved Special Use Permit (U-0043-94) which allowed two 55-foot tall, 14-foot by 48-foot Off Premise Signs on property located at 3900 and 3920 West Charleston Boulevard. Subject to a one-year review for the Off Premise Sign located at 3900 West Charleston Boulevard, and a two-year review for the Off Premise Sign located at 3920 West Charleston Boulevard. The Planning Commission recommended denial of the request.
11/05/03	The City Council approved a Required Review (RQR-2861) of an approved Special Use Permit (U-0043-94), which allowed a 55-foot tall, 14-foot by 48-foot Off Premise Sign on property located 3920 West Charleston Boulevard. The Planning Commission and staff recommended denial of the request.
03/02/05	The City Council approved a Required Review (RQR-5168) of an approved Special Use Permit (U-0043-94) which allowed a 55-foot tall, 14-foot by 48-foot Off Premise Sign on property located 3920 West Charleston Boulevard. The Planning Commission and staff recommended denial of the request.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/01/07	The City Council approved a Required Review (RQR-21510) of an approved Special Use Permit (U-0043-94) which allowed a 55-foot tall, 14-foot by 48-foot Off Premise Sign on property located 3920 West Charleston Boulevard. The Planning Commission and staff recommended denial of the request.
10/07/09	The City Council approved a Required Review (RQR-34974) of an approved Special Use Permit (U-0043-94) which allowed a 55-foot tall, 14-foot by 48-foot Off Premise Sign on property located 3920 West Charleston Boulevard. The Planning Commission and staff recommended approval of the request.
10/03/12	The City Council approved a Required Review (RQR-45614) of an approved Special Use Permit (U-0043-94) which allowed a 55-foot tall, 14-foot by 48-foot Off Premise Sign on property located 3920 West Charleston Boulevard. Staff recommended approval.
09/16/15	The City Council approved a Required Review (RQR-58978) of an approved Special Use Permit (U-0043-94) for a 55-foot tall, 14-foot by 48-foot Off-Premise Sign at 3920 West Charleston Boulevard. Staff recommended approval.
06/02/21	The City Council approved a request for a General Plan Amendment (21-0029-GPA1) to adopt the City of Las Vegas 2050 Master Plan and amend the City of Las Vegas General Plan from Various Categories to TOD-1 (Transit Oriented Development-1), TOD-2 (Transit Oriented Development-2), TOC-1 (Transit Oriented Corridor-1), TOC-2 (Transit Oriented Corridor-2) or NMXU (Neighborhood Center Mixed Use) within the City of Las Vegas. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
09/08/16	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/02/94	A building permit (#94334347) was issued for an Off-Premise Sign at 3920 West Charleston Boulevard. A final sign inspection was conducted on 06/24/94.
07/18/94	A building permit (#94340573) was issued for the electrical work on the subject Off-Premise Sign at 3920 West Charleston Boulevard. A final inspection was conducted on 10/04/94.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/14/21	The off-premise sign is located on the edge of a commercial center. It has a flag-mounted structural pole with one sign panel facing each direction. The sign and structural pole were in good condition with no graffiti or bird droppings present. No bird deterrent devices were detected.

Details of Application Request	
Site Area	
Net Acres	3.06

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	TOC-1 (Transit Oriented Corridor-1)	C-1 (Limited Commercial)
North	Office, Other Than Listed	TOC-1 (Transit Oriented Corridor-1)	C-1 (Limited Commercial)
	Public Park	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
South	Shopping Center	TOC-1 (Transit Oriented Corridor-1)	C-1 (Limited Commercial)
East	Office, Other Than Listed	PF (Public Facilities)	C-V (Civic)
West	General Retail Store, Other Than Listed	TOC-1 (Transit Oriented Corridor-1)	C-2 (General Commercial)
	Auto Repair Garage, Minor		

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 – Area 2	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.120, the following standards apply:

Standards	***Code Requirements***	***Provided***	***Compliance***
Location	No off-premise sign may be located within public right-of-way.	Not located within public right-of-way. Not located in Off-Premise Sign Exclusionary Zone	Y
Zoning	Permitted only in the C-1, C-2, C-M and M zoning districts, except permitted in the C-V district if the parcel is operated or controlled by an agency of local, state or federal government.	Sign is located in the C-1 (Limited Commercial) zoning district	Y
Setback	Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	Not adjacent to freeway. Nearest intersection is 270 feet to the west.	Y
Area	No off-premise sign shall have a surface area greater than 672 SF, except that an embellishment not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Sign is 672 SF and contains no embellishments	Y

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Height	No taller than 40 feet from grade at the point of construction; may be raised a maximum of 30 feet above an adjacent elevated freeway or to 55 feet if a significant portion of the display surface is obscured from view from the travel lanes of the freeway.	Sign is 55 feet in height as approved in 1994	Y
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from view	Y
Distance Separation	At least 750 feet to another off-premise sign along freeway frontage or at least 300 feet to another off-premise Sign (if not freeway)	Not adjacent to freeway Nearest off-premise sign is approximately 405 feet to the west	Y
	At least 300 feet to the nearest property line of a lot in any “R” or “U” zoned districts.	Nearest “R” or “U” zoned property is approximately 590 feet to the southwest	Y
Other	All off-premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground, detached from any other structures and located property with only commercial uses	Y

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) Required Review

Project Address (Location) 3920 W. Charleston Blvd.

Project Name DJS Development Review **Proposed Use** Billboard

Assessor's Parcel #(s) 139-31-801-018 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-1 Proposed _____

Additional Information Required review for an existing billboard

Property Owner DJS Development, LLC Contact _____

Address 16461 Sherman Way, Suite 140 City Van Nuys State CA Zip 91406

E-mail _____ Phone _____

Applicant Lamar Central Outdoor, LLC Contact Scott Naftzger

Address 1863 Helm Drive City Las Vegas State NV Zip 89119

E-mail snaftzger@lamar.com Phone 702-873-4600

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 Christopher Ackett, Authorized agent

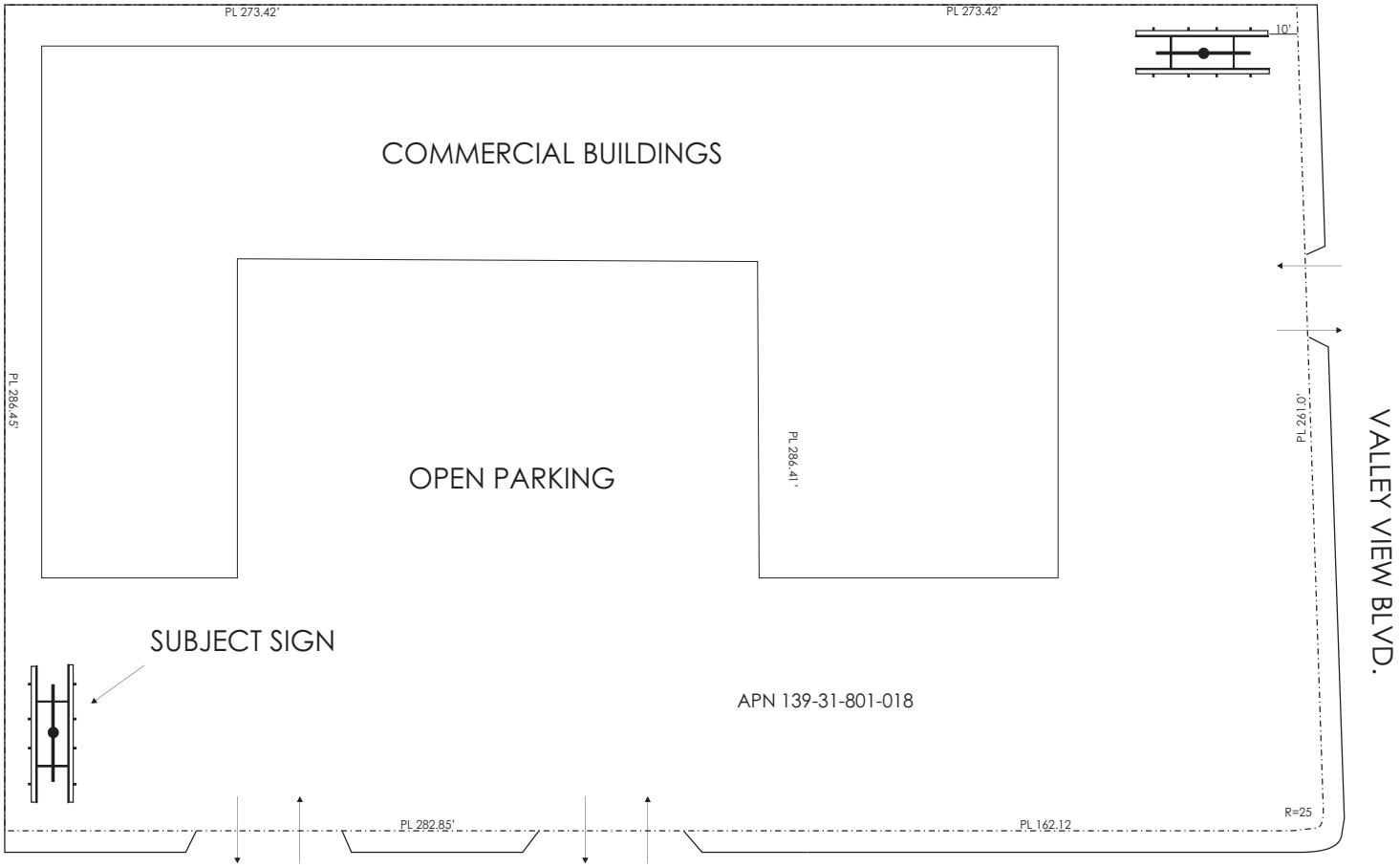
Subscribed and sworn before me

This 26th day of March, 20 21

_____

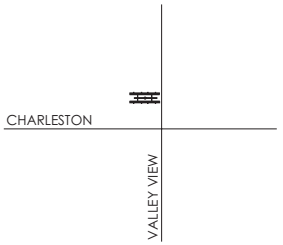
Notary Public in and for said County and State

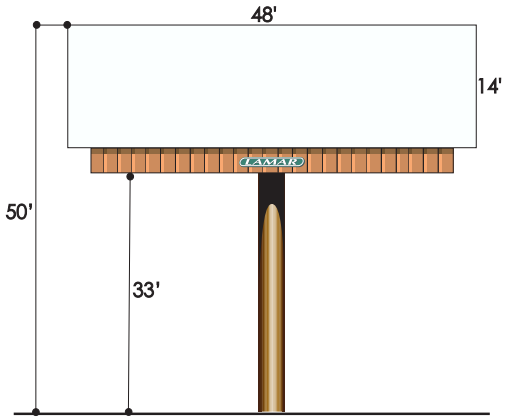
MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
APPOINTMENT NO. 08-7309-1
MY APPT. EXPIRES JULY 09, 2024





VICINITY MAP (NO SCALE)





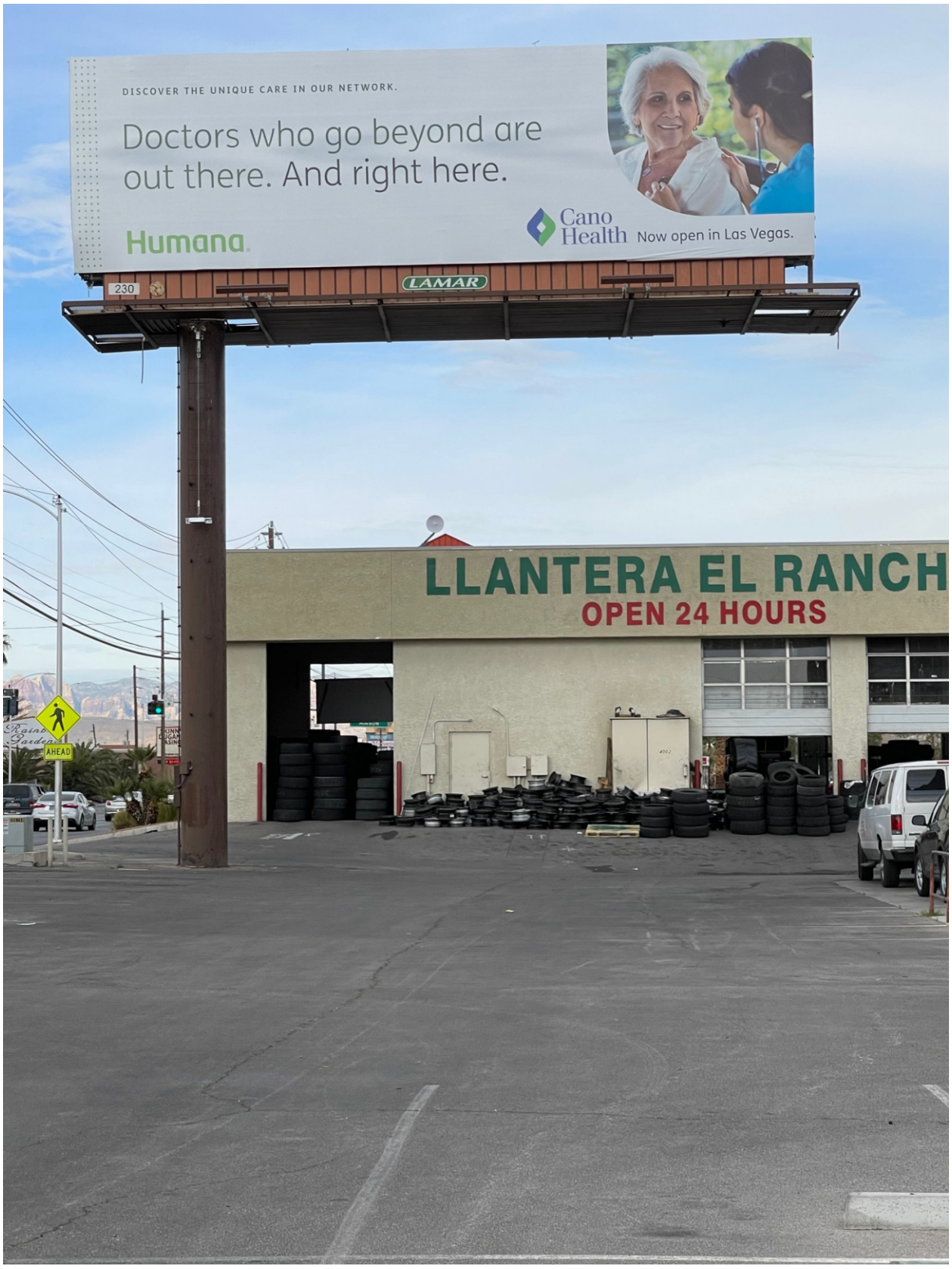
ELEVATION (NO SCALE)

DECLARATION

NO OFF-PREMISE SIGNS WITHIN 300'
NOT WITHIN 300' OF R OR U ZONED PROPERTY
SITE IS LOCATED WITHIN THE BILLBOARD OVERLAY

21-0297
05/07/2021

LAMAR OUTDOOR ADVERTISING		
SCALE: 1"=30'	DATE: 04/01/05	DRAWN BY: S. NAFTZGER
ZJ & R Properties #1		
APN 139-31-801-018		DRAWING NUMBER:



21-0297
05/07/2021

Elevation, DJS Development



21-0297-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: DJS DEVELOPMENT, LLC
3920 WEST CHARLESTON BOULEVARD

06/14/21



21-0297-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: DJS DEVELOPMENT, LLC
3920 WEST CHARLESTON BOULEVARD

06/14/21



21-0297-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: DJS DEVELOPMENT, LLC
3920 WEST CHARLESTON BOULEVARD

06/14/21

THE LAMAR COMPANIES

Justification Letter

March 31, 2021

City of Las Vegas
Planning & Zoning Department
495 S. Main Street
Las Vegas, NV 89101

RE: Required Review of the Billboard located at 3920 W. Charleston Blvd. (APN 139-31-801-018).

Dear Sir:

Please accept this application for the required review of the billboard located at 3920 W. Charleston Blvd. (APN 139-31-801-018). This billboard, which is oriented toward Charleston Blvd, has been in existence since 1994 and has been maintained in accordance with City's standards. The sign remains compatible with other commercial uses in the area and poses no adverse impact upon the property.

Should you have any questions or concerns, please do not hesitate to call me at 702-873-4600. Thank you very much for your consideration.

Sincerely,

Scott Naftzger
Sr. Real Estate Manager
Lamar Central Outdoor, LLC

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0297-RQR1

SUBJECT: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: DJS DEVELOPMENT, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 21, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, JULY 20, 2021.***

Signature

7/15/21
Date

Scott Nattzger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Agenda Item #60
Received 07.15.21
07.21.21 CC Meeting

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
61

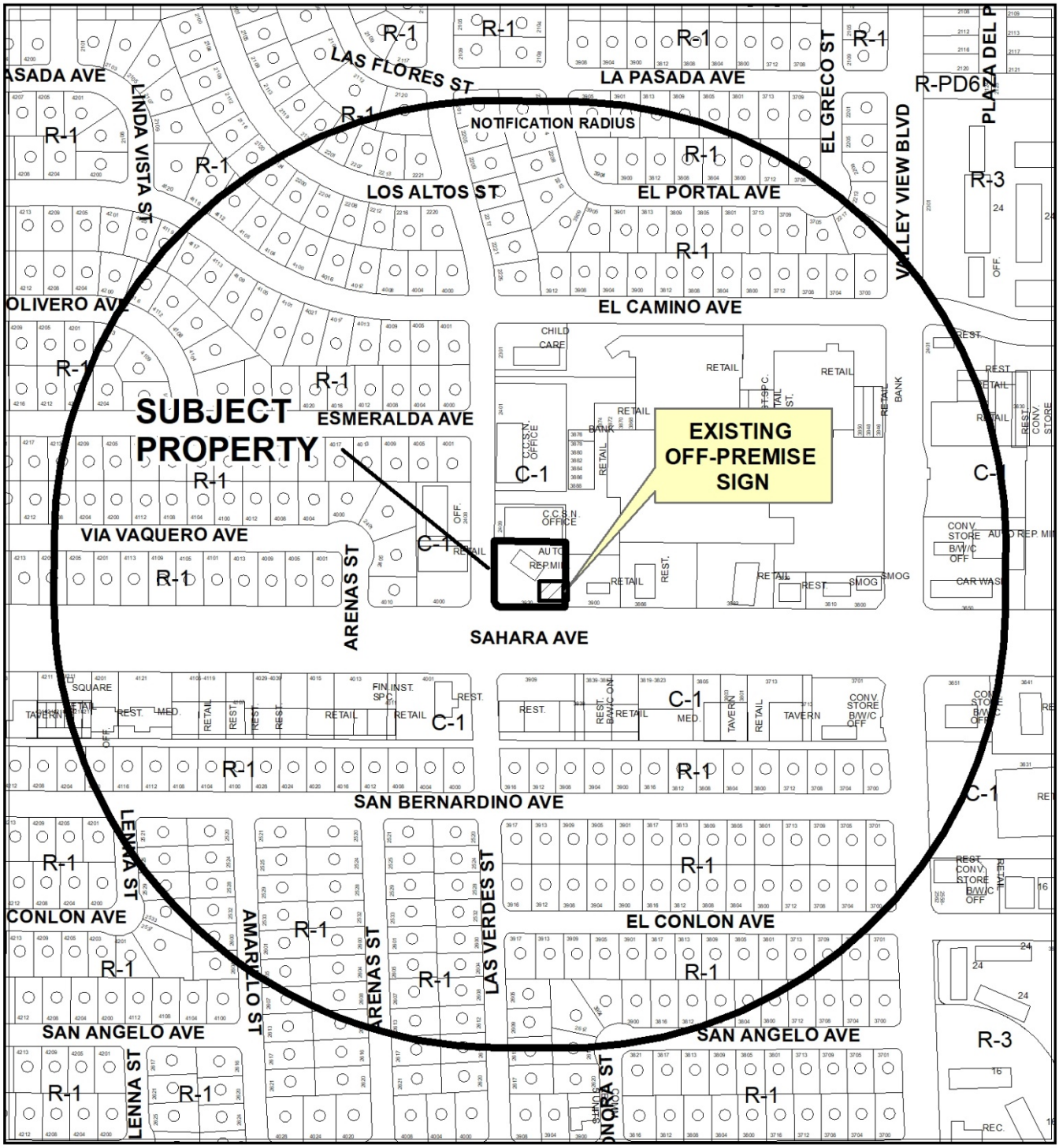
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0298-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GRAMMY ROBERTA 1932, LLC - For possible action on a Required Review of an approved Variance (V-0136-95) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN WHERE SUCH USE WAS NOT ALLOWED at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed One Motion One Vote Documentation and Protest Postcard



0 260 520 Feet

CASE: 21-0298-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

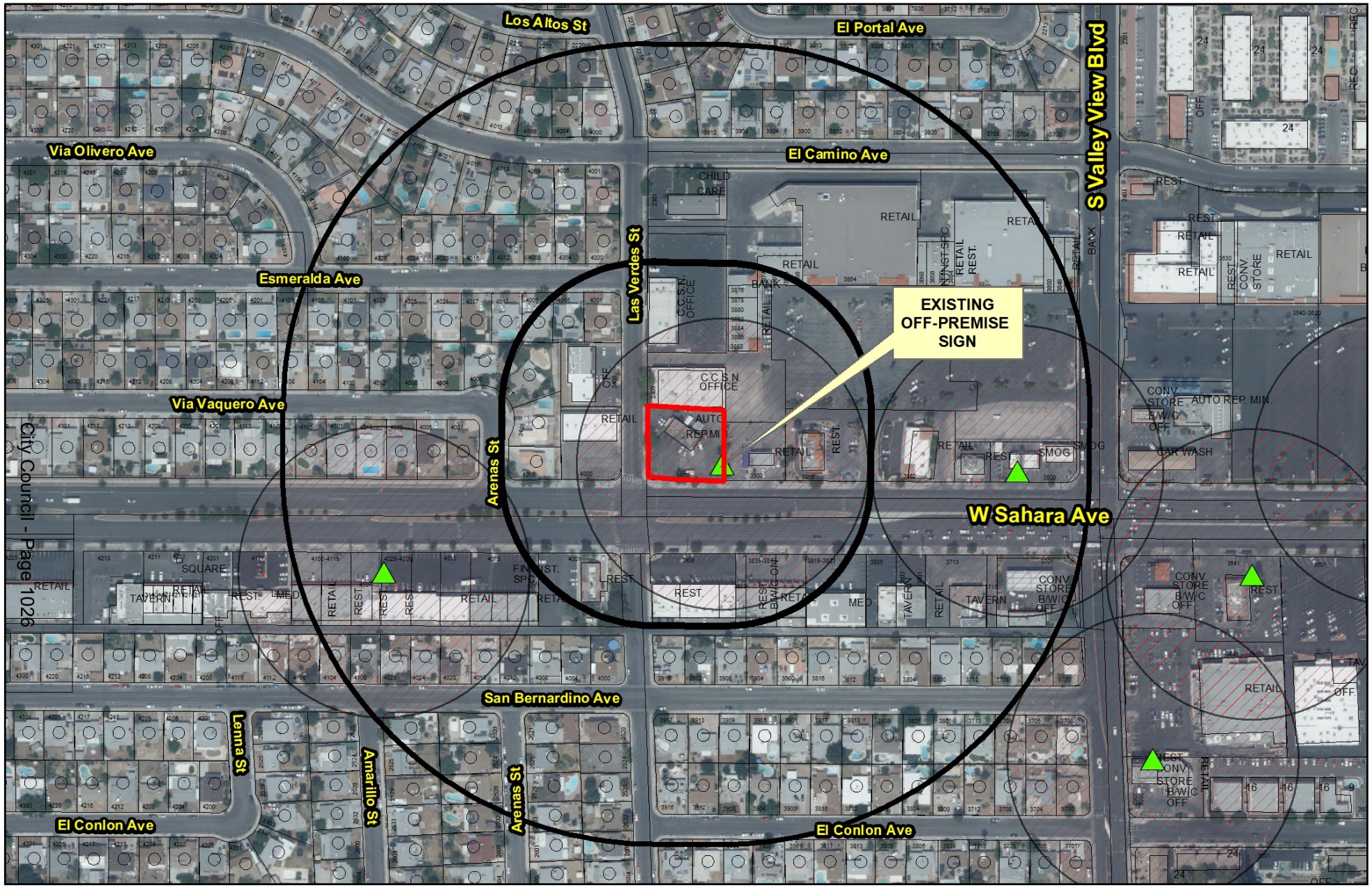
N



CASE: 21-0298-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



21-0298-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, May 27, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GRAMMY ROBERTA 1932, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0298-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED

NOTICES MAILED 316 (By Planning)

PROTESTS 0

APPROVALS 0

**** CONDITIONS ****

21-0298-RQR1 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Variance (V-0136-95).

2. The applicant shall submit an application to the City of Las Vegas for a Required Review of this Special Use Permit in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for fees associated with the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Variance shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a required three-year review of an approved Variance (V-0136-95) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 3920 West Sahara Avenue.

ISSUES

- This is the sixth required review of the approved Variance (V-0136-95) for the Off-Premise Sign use.
- A building permit for this off-premise sign was issued 12/21/95, and a final inspection was completed 02/20/96.
- The subject site, and the surrounding area has not experienced any significant changes in actual land use or redevelopment since the last review. In June 2021 the Las Vegas 2050 Master Plan changed the General Plan land use designation for parcels in this area along Sahara Avenue to NMXU (Neighborhood Mixed Use) in anticipation of accommodating future transit-oriented development, but the character of the area has remained unaltered.

ANALYSIS

The subject Off-Premise sign is located on the site of an existing minor auto repair shop in a C-2 (General Commercial) zoning district. The sign is oriented toward the eastbound and westbound lanes of Sahara Avenue. The area is entirely commercial in character. In June 2021 the Las Vegas 2050 Master Plan was adopted, which changed the General Plan land use designation for parcels near the intersection of Sahara Avenue and Valley View Boulevard in this area to NMXU (Neighborhood Mixed Use) in anticipation of accommodating future small-scale transit-oriented mixed-use development. However, at this time there are no zoning changes or major redevelopment efforts imminent.

During a recent field check of the site, staff noted the sign faces were in good condition with no graffiti present on the structural pole. No embellishments were on the sign. Bird deterrent devices were not visible during the field check; there was a minor amount of bird droppings on the ground under the sign. A condition of approval requires regular maintenance of the site, which is subject to Code Enforcement action if unadressed.

FINDINGS (21-0298-RQR1)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)." The establishment of Redevelopment Area 2 has not significantly altered land use in the area so as to change the area's character. The site remains suitable for an Off-Premise Sign use. A valid building permit was issued for the sign and all inspections have been completed. The sign is in compliance with the approved Variance (V-0136-95) and remains compatible with the adjacent land uses. Therefore, staff recommends approval with conditions requiring a three-year review. If denied, the off-premise sign must be removed.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/15/95	The City Council granted an appeal for the denial of Variance (V-0136-95) by the Board of Zoning Adjustment on 09/26/95 to allow an Off-Premise Sign (Billboard) where such use is not permitted at 3920 West Sahara Avenue.
01/17/01	The City Council approved a Required Review [V-0136-95(1)] of an approved Variance (V-0136-95) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Advertising (Billboard) Sign where such use was not permitted at 3920 West Sahara Avenue.
04/19/06	The City Council approved a Required Review (RQR-11432) of an approved Variance (V-0136-95) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Advertising (Billboard) Sign where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval.
02/04/09	The City Council approved a Required Review (RQR-31588) of an approved Variance (V-0136-95) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Advertising (Billboard) Sign where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval.
02/14/12	The City Council approved a Required Review (RQR-44050) of an approved Variance (V-0136-95) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Advertising (Billboard) Sign where such use was not permitted at 3920 West Sahara Avenue. The Planning Commission and staff recommended approval.
02/15/17	The City Council approved a Required Review (RQR-68068) of an approved Variance (V-0136-95) which allowed a 40-foot tall, 14-foot by 48-foot Off-Premise Advertising (Billboard) Sign where such use was not permitted at 3920 West Sahara Avenue. Staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/13/19	A Code Enforcement Case (CE19-01825) was opened to investigate a complaint regarding a food vending truck parked at 3920 West Charleston Boulevard. The case was closed by Code Enforcement on 08/16/19.
06/02/21	The City Council approved a request for a General Plan Amendment (21-0029-GPA1) to adopt the City of Las Vegas 2050 Master Plan and amend the City of Las Vegas General Plan from Various Categories to TOD-1 (Transit Oriented Development-1), TOD-2 (Transit Oriented Development-2), TOC-1 (Transit Oriented Corridor-1), TOC-2 (Transit Oriented Corridor-2) or NMXU (Neighborhood Center Mixed Use) within the City of Las Vegas. The Planning Commission and staff recommended approval.

Most Recent Change of Ownership	
01/21/21	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/21/95	A building permit (#95885147) was issued for a 14-foot by 48-foot billboard at 3920 West Sahara Avenue. The permit received its final inspection on 02/20/96.
12/29/99	A building permit (#99024647) was issued to replace service AMP and tag on an existing billboard at 3920 West Sahara Avenue. The permit received its final inspection on 01/11/00.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/14/21	The site contains an existing minor auto repair garage. The subject off-premise sign is center-mounted and has one sign panel per face. The sign and structural pole were in good condition with no graffiti and a small amount of bird droppings present. No bird deterrent devices were noted.

Details of Application Request	
Site Area	
Net Acres	0.55

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Off-Premise Sign Auto Repair Garage, Minor	NMXU (Neighborhood Mixed Use Center)	C-1 (Limited Commercial)
North	Office, Other Than Listed	NMXU (Neighborhood Mixed Use Center)	C-1 (Limited Commercial)
South	General Retail Store, Other Than Listed Restaurant	NMXU (Neighborhood Mixed Use Center)	C-1 (Limited Commercial)
East	Auto Title Loan	NMXU (Neighborhood Mixed Use Center)	C-1 (Limited Commercial)
West	Thrift Shop	TOC-2 (Transit Oriented Corridor)	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 (200 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area – Area 2	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Location	No off-premise sign may be located within public right-of-way.	Not in public ROW Not in Off-Premise Sign Exclusionary Zone	Y
Zoning	Permitted only in the C-1, C-2, C-M and M zoning districts, except permitted in the C-V district if the parcel is operated or controlled by an agency of local, state or federal government.	Located in the C-1 (Limited Commercial) zoning district	Y
Setback	Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	Not adjacent to freeway. Set back approximately 150 feet from the nearest intersection	Y
Area	No off-premise sign shall have a surface area greater than 672 SF, except that an embellishment not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	Each display face contains 672 SF. No embellishment attached.	Y
Height	No taller than 40 feet from grade at the point of construction; may be raised a maximum of 30 feet above an adjacent elevated freeway or to 55 feet if a significant portion of the display surface is obscured from view from the travel lanes of the freeway.	40 feet from grade to top of the sign.	Y

Standards	*Code Requirements*	*Provided*	*Compliance*
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	All structural elements of the sign are screened from public view.	Y
Distance Separation	At least 750 feet to another off-premise sign along freeway frontage or at least 300 feet to another off-premise Sign (if not freeway)	Not oriented to freeway Approx. 625 feet from the nearest off-premise sign	Y
	At least 300 feet to the nearest property line of a lot in any “R” or “U” zoned districts.	Approx. 325 feet from property zoned R-1	Y
Other	All off-premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	Sign is permanently attached to the ground, detached from any other structures and located property with only commercial uses	Y

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) Required Review

Project Address (Location) 3920 W. Sahara Ave.

Project Name Grammy Roberta Review **Proposed Use** Billboard

Assessor's Parcel #(s) 162-06-801-005 **Ward #** 1

General Plan: Existing _____ Proposed _____ **Zoning:** Existing C-1 Proposed _____

Additional Information Required review for an existing billboard

Property Owner Grammy Roberta 1932, LLC Contact Ron Beard

Address 15 Corporate Plaza #240 City Newport Beach State CA Zip 92660

E-mail _____ Phone _____

Applicant Lamar Central Outdoor, LLC Contact Scott Naftzger

Address 1863 Helm Drive City Las Vegas State NV Zip 89119

E-mail snaftzger@lamar.com Phone 702-873-4600

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 Christopher Prickett, Authorized agent

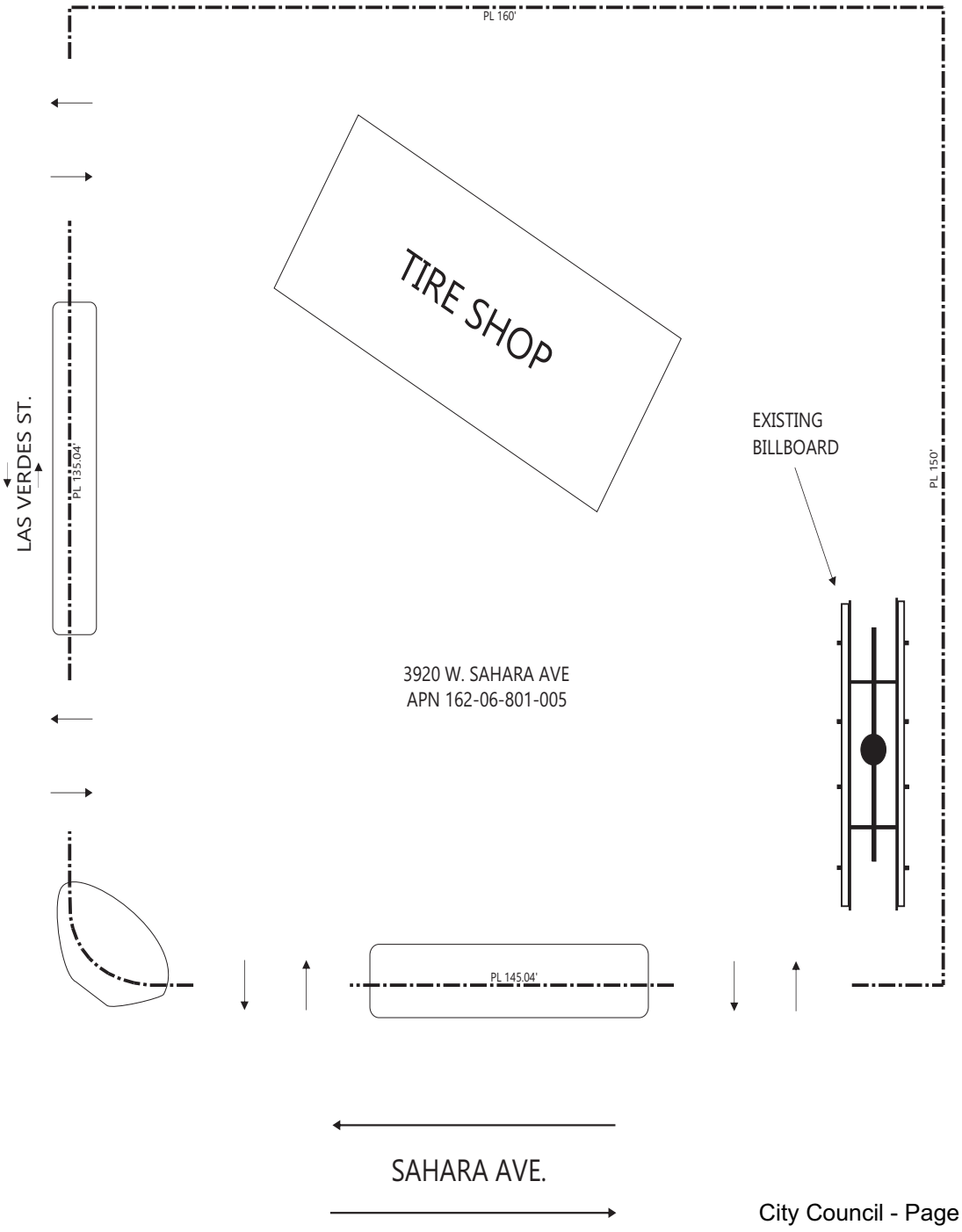
Subscribed and sworn before me

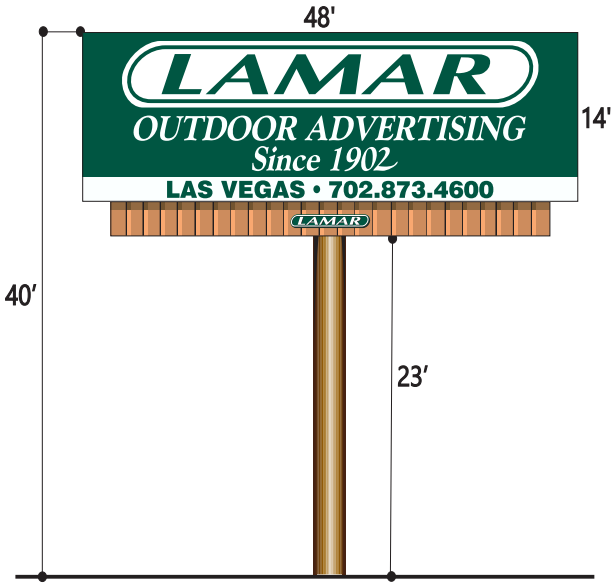
This 26th day of March, 20 21

Michelle McFadden

Notary Public in and for said County and State

MICHELLE McFADDEN
NOTARY PUBLIC
STATE OF NEVADA
APPOINTMENT NO. 08-7309-1
MY APPT. EXPIRES JULY 09, 2024





ELEVATION (NO SCALE)



VICINITY MAP (NO SCALE)

21-0298
08/07/2021

LAMAR CENTRAL OUTDOOR, LLC

DRAWN BY: S.NAFTZGER

DATE: 12/21/16

DRAWING NUMBER:

BEARD FAMILY TRUST SITE PLAN

3920 W. SAHARA AVE., APN 162-06-801-005



Elevation, Grammy Roberta LLC

21-0298
05/07/2021



21-0298-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GRAMMY ROBERTA 1932, LLC
3920 WEST SAHARA AVENUE

06/14/21



21-0298-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GRAMMY ROBERTA 1932, LLC
3920 WEST SAHARA AVENUE

06/14/21



21-0298-RQR1 - APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GRAMMY ROBERTA 1932, LLC
3920 WEST SAHARA AVENUE

06/14/21

THE LAMAR COMPANIES

Justification Letter

March 31, 2021

City of Las Vegas
Planning & Zoning Department
495 S. Main Street
Las Vegas, NV 89101

RE: Required Review of the Billboard located at 3920 W. Sahara Ave. (APN 162-06-801-005).

Dear Sir:

Please accept this application for the required review of the billboard located at 3920 W. Sahara Ave. (APN 162-06-801-005). This billboard, which is oriented toward Sahara Ave., has been in existence since 1995 and has been maintained in accordance with City's standards. The sign remains compatible with other commercial uses in the area and poses no adverse impact upon the property.

Should you have any questions or concerns, please do not hesitate to call me at 702-873-4600. Thank you very much for your consideration.

Sincerely,

Scott Naftzger
Sr. Real Estate Manager
Lamar Central Outdoor, LLC

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0298-RQR1

SUBJECT: APPLICANT: LAMAR CENTRAL OUTDOOR, LLC - OWNER: GRAMMY ROBERTA 1932, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 21, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, JULY 20, 2021.***

Signature

7/15/21
Date

Scott Nattzger
Please Print Name

Lamar Central Outdoor, LLC
Company Name

Sincerely,

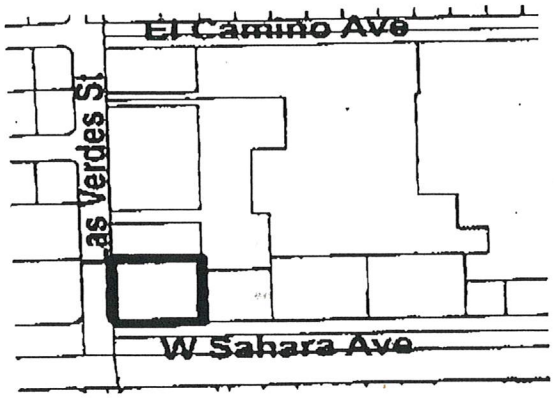
Seth Floyd
Director of Community Development
Department of Planning

Agenda Item #61
Received 07.15.21
07.21.21 CC Meeting

Application Information

1-0298-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: AMAR CENTRAL OUTDOOR, LLC - OWNER: GRAMMY ROBERTA 1932, LLC - For possible action on a Required Review of an approved Variance (V-0136-05) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN WHERE SUCH USE WAS NOT ALLOWED at 3920 West Sahara Avenue (APN 162-06-801-005), C-1 (Limited Commercial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

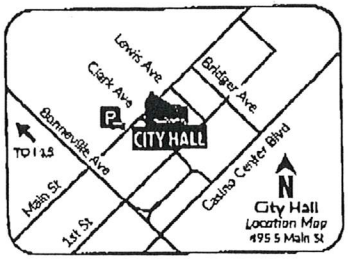
Meeting:	City Council
Date:	07/21/2021
Location:	~~City Council Chambers~~ 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

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 more information, go to www.lasvegasnevada.gov/meetings 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.

ty of Las Vegas, Office of The City Clerk
5 South Main Street, 2nd Floor
s Vegas, Nevada 89101

Return Service Requested

fficial Notice of Public Hearing



Scan or go to:
www.lasvegasnevada.gov/meetings

or additional information, scan the QR Code, select the meeting date shown elow and then find the referenced project. To file your protest or support on is request, check one box below and return this card in an envelope with ostage to the Office Of The City Clerk at the above address or fax this side of is card 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.

1-0298-RQR1

ity Council Meeting of **07/21/2021**

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2021 JUL 13 A 9:35

21-0298-RQR1
16206813007
JO WADE CORPORATION
2116 HOT OAK RIDGE ST
LAS VEGAS NV 89134

Submitted after final agenda
Item 61

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
62

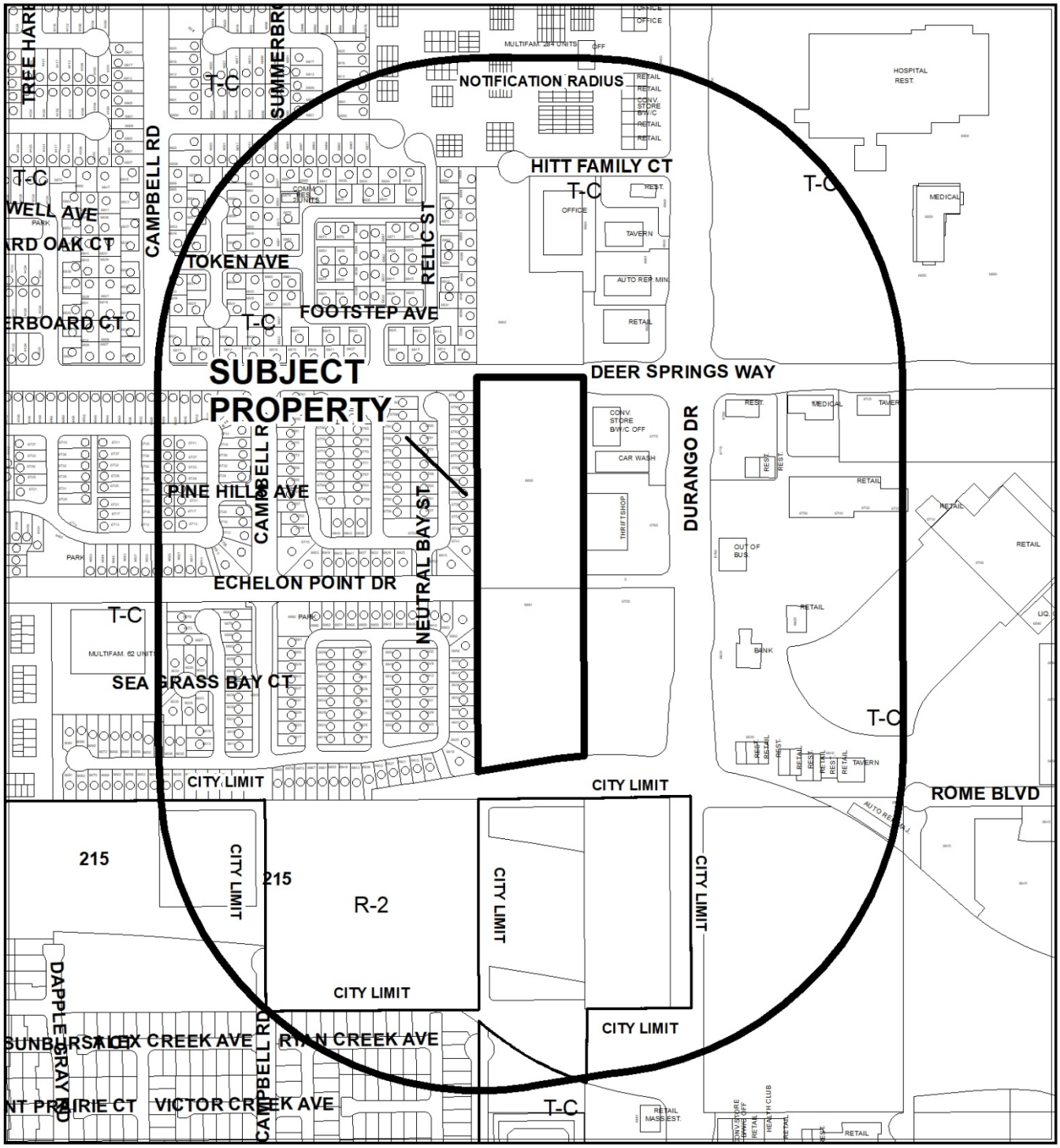
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0337-ROC1 - REVIEW OF CONDITION - PUBLIC HEARING - APPLICANT: OVATION CONTRACTING - OWNER: DEER SPRINGS DURANGO APTS, LLC - For possible action on a Land Use Entitlement project request FOR A REVIEW OF CONDITIONS OF APPROVAL NUMBERS 18, 19, 20 AND 23 OF AN APPROVED SITE DEVELOPMENT PLAN REVIEW (SDR-76995) on 9.18 acres on the south side of Deer Springs Way, approximately 270 feet west of Durango Drive (APNs 125-20-301-008 and 020) T-C (Town Center) Zone [UC-TC (Urban Center Mixed-Use - Town Center) Town Center Special Land Use Designation], Ward 6 (Fiore). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	1

RECOMMENDATION:
Staff recommends 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-76995 [PRJ-76906]
6. Justification Letter
7. Submitted after Final Agenda - Executed One Motion One Vote Documentation and Protest-Support Postcards



CASE: 21-0337-ROC1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE [UC-TC (URBAN CENTER MIXED-USE - TOWN CENTER) TOWN CENTER SPECIAL LAND USE DESIGNATION]



0 360 720 Feet

CASE: 21-0337-ROC1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE [UC-TC (URBAN CENTER MIXED-USE - TOWN CENTER) TOWN CENTER SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: OVATION CONTRACTING - OWNER: DEER SPRINGS DURANGO APTS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0337-ROC1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 764 (By Planning)

PROTESTS 0

APPROVALS 0

NE

** CONDITIONS **

21-0337-ROC1 CONDITIONS

1. Condition of approval #18 of SDR-76995 is hereby revised to read:

   "Dedicate 40-feet of right-of-way for Deer Springs Way. Additionally, dedicate cul-de-sacs meeting City Standards for terminating Echelon Point Drive on both ends, unless otherwise allowed by 21-0337-VAR1."

2. Condition of approval #19 of SDR-76995 is hereby revised to read:

   "Concurrent with development of this site, construct all incomplete half street improvements on Deer Springs Way and for the required terminating ends of Echelon Point Drive per Town Center Standards, unless otherwise allowed by 21-0337-VAR1."

3. Condition of Approval #20 of SDR-76995 is hereby deleted.

4. Condition of Approval #23 of SDR-76995 shall remain as originally approved.

5. Conformance to all other approved conditions for Site Development Plan Review (SDR-76995) and all other site-related actions as required by the Department of Planning and Department of Public Works.

6. 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 requesting a Review of Condition for Condition Numbers 18, 19, 20 and 23 of Site Development Plan Review (SDR-76995) approved by the City Council on October 2, 2019.

ISSUES

The applicant is requesting to delete the following conditions for Site Development Plan Review (SDR-76995):

- #18: "Dedicate 80-feet of right-of-way adjacent to this site for Echelon Point Drive and 40-feet of right-of-way for Deer Springs Way prior to the issuance of any permits."
- #19: "Concurrent with development of this site, construct all incomplete half street improvements on Echelon Point Drive and Deer Springs Way per Town Center Standards."
- #20: "Echelon Point shall be temporarily blocked with a wrought iron fence at the western edge of this site which may also be required for Secondary Fire Access. The Echelon Point public right-of-way may be temporarily used for parking, landscaping including trees, as well as a fenced area for a dog run, other open space amenities and monument signage through a License Agreement with the City, and subject to removal of said improvements by the licensee at their expense upon written notice by the City. No permanent structures are allowed within the Echelon Point public right-of-way. Prior to Echelon Point being opened to public vehicular traffic, there shall be a public hearing at City Council which authorizes the opening of Echelon Point. The City will construct this roadway improvement if authorized by the City Council."
- #23: "Submit a license agreement for all landscaping and private improvements, if any, located in the public right-of-way adjacent to this site prior to occupancy of this site. The applicant must carry an insurance policy for the term of the encroachment agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove landscaping and private improvements encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's encroachment agreement. The installation and maintenance of all private structures in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

ANALYSIS

Site Development Plan Review (SDR-76995) approved on October 2, 2019 entitles the development of a four-story, 334-unit Multi-Family Residential Development on 9.18 acres located on the south side of Deer Springs Way, approximately 250 feet west of Durango Drive. The proposed Multi-Family Development included the Echelon Point Drive alignment as part of the overall development. Conditions of Approval for Site Development Plan Review (SDR-76995) addressed the private improvements within the right-of-way through a License Agreement.

On April 7, 2021 Ordinance Number 6772 [Bill Number 2021-9] was adopted by the City Council. This Bill amended the Town Center Development Standards Manual by amending Map Six, pertaining to street classifications by removing the designation of Echelon Point Drive as a Town Center Collector. As a result, the applicant is requesting to delete the Conditions of Approval pertaining to the private improvements approved for the Echelon Point Drive alignment.

The applicant has submitted a Petition of Vacation and a Variance application (21-0337-VAC1 and 21-0337-VAR1), scheduled to be heard at the July 13, 2021 Planning Commission meeting. Staff does not object to these actions, as they are consistent with prior approvals and the removal of the Echelon Point alignment from the Town Center Development Standards Manual. Staff recommends Condition of Approval #23 of SDR-76995 should remain as written, as a license agreement will be required for any landscaping in the right-of-way that is dedicated for the Echelon Point Drive cul-de-sac proposed as part of project number 21-0337.

Staff recommends the removal of Condition of Approval Number 20 of SDR-76995, and has added recommended revisions to Condition of Approval Numbers 18 and 19.

FINDINGS

Staff finds the requested Review of Condition to be justified as the City of Las Vegas has removed Echelon Point Drive as a required street in the Town Center Development Standards Manual. Staff is recommending approval of the requested Review of Condition, and has added recommended revisions to the previously approved Conditions of Approval for Site Development Plan Review (SDR-76995).

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
09/13/07	The Planning Commission approved a request to Table a request for a Rezoning (ZON-21702) from U (Undeveloped) [TC (Town Center) General Plan Designation] to T-C (Town center) on 9.29 acres on the south side of Deer Springs Way, approximately 250 feet west of Durango Drive.
	The Planning Commission approved a request to Table a request for a Variance (VAR-21703) to allow a Residential Adjacency setback of 10 feet where 603 feet is the minimum required for a proposed 201-foot tall building on 9.29 acres on the south side of Deer Springs Way, approximately 250 feet west of Durango Drive.
	The Planning Commission approved a request to Table a request for a Special Use Permit (SUP-21704) for High Density (25+ Dwelling Units per Acre) – Single Use on the south side of Deer Springs Way, approximately 250 feet west of Durango Drive.
09/13/07	The Planning Commission approved a request to Table a request for a Site Development Plan Review (SDR-21700) for a proposed maximum 12-story mixed-use development to include 444 residential condominium units, 439,200 square feet of office space, 41,000 square feet of commercial space and an 11-story parking structure, with Waivers to allow a building height of 12 stories in the Urban Zone where a maximum height of seven stories is required and to allow no building step back where an eight-foot step back above three stories is required on 9.29 acres on the south side of Deer Springs Way, approximately 250 feet west of Durango Drive.
10/02/19	The City Council approved a request for a Rezoning (ZON-76993) from U (Undeveloped) [TC (Town Center) General Plan Designation] to T-C (Town Center) on 9.19 acres on the south side of Deer Springs Way, approximately 250 feet west of Durango Drive.
	The City Council approved a request for a Special Use Permit (SUP-76994) for a High Density (25+ Dwelling Units Per Acre) - Single Use on 9.19 acres on the south side of Deer Springs Way, approximately 250 feet west of Durango Drive.
	The City Council approved a request for a Site Development Plan Review (SDR-76995) for a proposed four story, 334-unit Multi-Family Residential Development with Waivers of the Town Center Urban Zone Development Standards on 9.19 acres on the south side of Deer Springs Way, approximately 250 feet west of Durango Drive.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/08/20	The Planning Commission approved a request for a Petition to Vacate (20-0273-VAC1) Government Patent Easements generally located on the south side of Deer Springs Way, approximately 320 feet west of Durango Drive.
04/07/21	The City Council adopted Ordinance Number 6772 / Bill Number 2021-9 to amend the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to Street Classifications, to remove the designation of Echelon Point Drive as a Town Center Collector, and to provide for other related matters.

Most Recent Change of Ownership	
10/2019	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
05/19/21	Staff provided the applicant with a submittal checklist for the Review of Condition application request.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/26/21	Staff observed the subject site during a routine field check and did not note anything of concern during the visit.

Details of Application Request	
Site Area	
Gross Acres	9.19

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	TC (Town Center)	U (Undeveloped)
North	Undeveloped	TC (Town Center)	T-C (Town Center)
South	CC 215	Right-of-Way	Right-of-Way
East	Convenience Store with Fuel Pumps and Car Wash / Secondhand Store	TC (Town Center)	T-C (Town Center)
	Undeveloped		U (Undeveloped)
West	Single Family, Detached	TC (Town Center)	T-C (Town Center)

Master and Neighborhood Plan Areas	***Compliance***
Town Center	Y
Special Area and Overlay Districts	***Compliance***
T-C (Town Center) District – UC-TC (Urban Center Mixed Use) Special Land Use Designation	Y
Other Plans or Special Requirements	***Compliance***
Centennial Hills Sector Plan	Y
Northwest Open Space Plan	Y
Trails	
Deer Springs Way - Town Center Arterial Trail	Y
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

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	21-0337
Meeting Date	05/20/2021
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) VARIANCE/WAIVER OF CONDITIONS

Project Address (Location) W. DEER SPRINGS WAY & NO. DURANGO

Project Name DEER SPRINGS @ DURANGO **Proposed Use** MULTIFAMILY

Assessor's Parcel #(s) 125-20-301-008, 125-20-301-020 **Ward #**

General Plan: Existing TC Proposed TC **Zoning:** Existing TC Proposed TC

Additional Information MASTER PLAN: TOWNCENTER, SPECIAL LAND USE: UC-TC, URBAN ZONE

Property Owner DEER SPRINGS DURANGO APTS, LLC Contact JAN GOYER

Address 6021 S FORT APACHE ROAD, #100 City LAS VEGAS State NV Zip 89148

E-mail JANG@OVATIONDEV.COM Phone 702-990-2325

Applicant OVATION CONTRACTING, INC. Contact JAN GOYER

Address 6021 S FORT APACHE ROAD,#100 City LAS VEGAS State NV Zip 89148

E-mail JANG@OVATIONDEV.COM Phone

Representative KAEMPFER CROWELL Contact JENNIFER LAZOVICH

Address 1980 FESTIVAL PLAZA, #650 City LAS VEGAS State NV Zip 89135

E-mail JLAZOVICH@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 Reinier Santana

Subscribed and sworn before me

This 7th day of May , 20 21

Notary Public in and for said County and State

ALLISON BOONE
Notary Public-State of Nevada
APPT. NO. 18-3093-1
My Appt. Expires 07-16-2022

FIRE FLOW INFORMATION BLOCK

FIRE FLOW 4,000 GPM @ 20 PSI.
SPRINKLER DEMAND 800 GPM

BASED ON:
SQUARE FOOTAGE 193,380 (BLDG 1)
LARGEST FIRE AREA N/A
BUILDING HEIGHT 47'
OF STORIES INCLUDING BASEMENT 4
TYPE OF CONSTRUCTION (IBC) V-A
USE/OCCUPANCY R-2 APARTMENT
AUTOMATIC FIRE SPRINKLERS YES/NO YES
OF HYDRANTS INSTALLED 6 (PVT)

LAS VEGAS FIRE AND RESCUE

178 UNITS, 5 AC

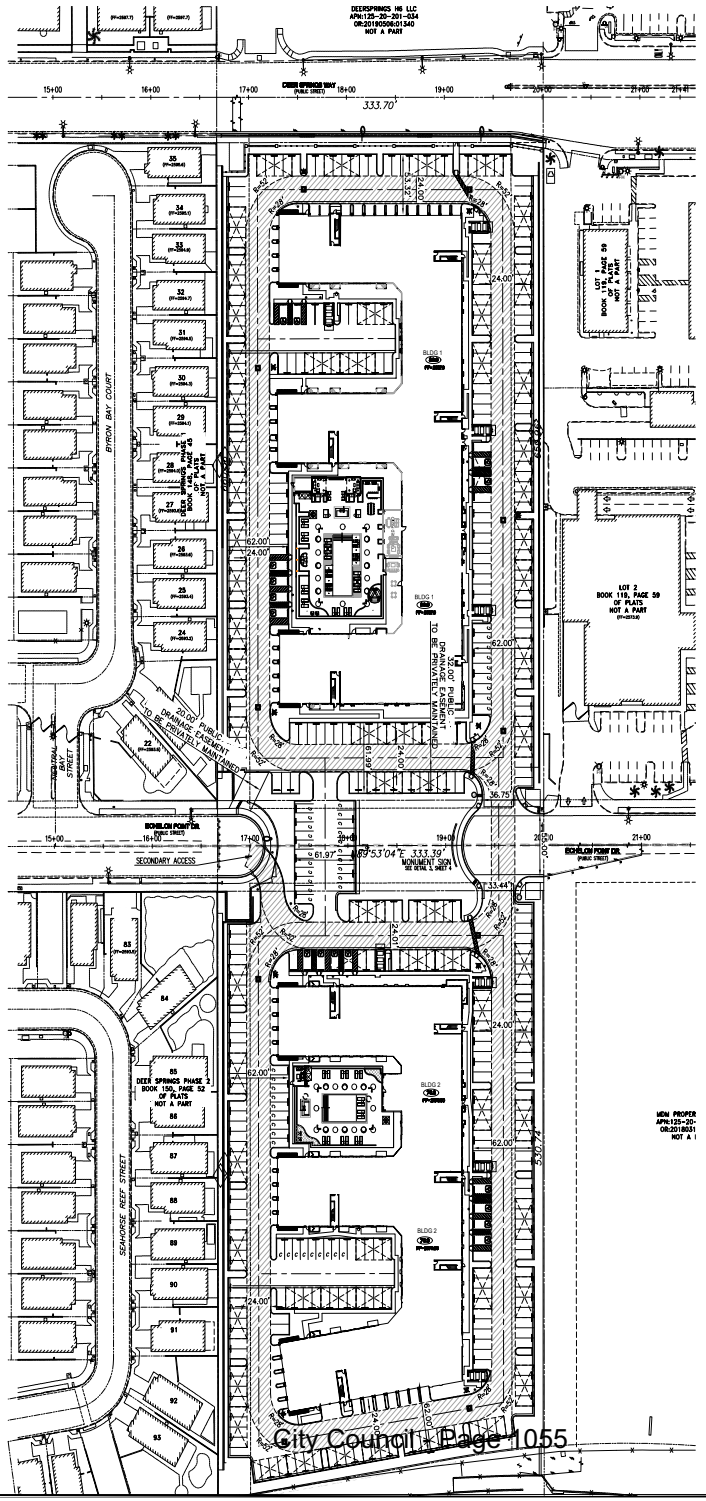
FIRE FLOW INFORMATION BLOCK

FIRE FLOW 3,750 GPM @ 20 PSI.
SPRINKLER DEMAND 300 GPM

BASED ON:
SQUARE FOOTAGE 172,407 (BLDG 2)
LARGEST FIRE AREA N/A
BUILDING HEIGHT 47'
OF STORIES INCLUDING BASEMENT 4
TYPE OF CONSTRUCTION (IBC) V-A
USE/OCCUPANCY R-2 APARTMENT
AUTOMATIC FIRE SPRINKLERS YES/NO YES
OF HYDRANTS INSTALLED 4 (PVT)

LAS VEGAS FIRE AND RESCUE

158 UNITS, 5 AC



GRAPHIC SCALE

60 0 30 60 120 240

(IN FEET)
1 inch = 60 ft.

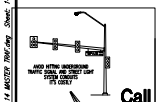
BENCHMARK

CITY OF LAS VEGAS MONUMENT ID 5LV9020S6, RIVET AND PLATE IN TOP OF CURB AT SW CORNER OF DURANGO DRIVE AND WESTBOUND HIGHWAY 215 ON RAMP.

ELEVATION = 779.704 METERS
ELEVATION = 2558.08 FEET (U.S. FEET)(NAVD 88)

BASIS OF BEARINGS

NORTH 89°59'15" EAST BEING THE BEARING OF THE NORTH LINE OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHWEST QUARTER (SW1/4) OF SECTION 20, TOWNSHIP 19 SOUTH, RANGE 60 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.



Call before you UnderGround
1-702-432-5300
FREEWAY AND ARTERIAL SYSTEM OF TRANSPORTATION

NOTE TO CONTRACTOR:
A PRE-DEVELOPMENT MEETING WITH THE DEPARTMENT OF PUBLIC WORKS, DEVELOPMENT REVIEW DIVISION, OFF-SITE INSPECTOR IS REQUIRED. PLEASE CONTACT THE INSPECTOR AT 702-455-4610.

CAUTION TO CONTRACTOR !

EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN OR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.





ENGINEER

IMPULSE CIVIL ENGINEERING
7485 WEST AZURE DRIVE, SUITE 226
LAS VEGAS, NV 89130
702-815-0720 (PHONE)
702-478-8535 (FAX)
CONTACT PERSON: PETE LAAS
EMAIL: PLAAS@IMPULSECIVIL.NET

$$I = \int F \cdot dt$$

OWNER

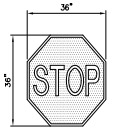
ALHAMBRA PLACE PARTNERSHIP
C.O. OVATION CONTRACTING, INC
6021 S. FORT APACHE RD #100
LAS VEGAS, NV 89148
702-990-2390 (PHONE)
702-990-2391 (FAX)
EMAIL: JANG@OVATIONDEV.COM

DEVELOPER

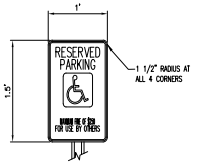
OVATION CONTRACTING, INC
6021 S. FORT APACHE RD #100
LAS VEGAS, NV 89148
702-990-2390 (PHONE)
702-990-2391 (FAX)
EMAIL: JANG@OVATIONDEV.COM

OVATION
OVATION CONTRACTING, INC
6021 SOUTH FORT APACHE ROAD, #100
LAS VEGAS, NEVADA 89148

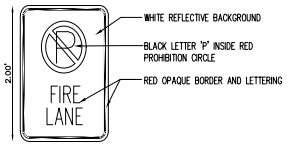
SIGN LEGEND



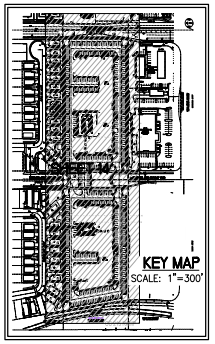
R1-1 'STOP' SIGN



HANDICAP PARKING SIGN



'FIRE LANE' SIGN



LEGEND

- 24' WIDE FIRE LANE (MIN RADIUS 28'/52')
- FIRE HYDRANT
- CURB FACE PAINT RED
- EXISTING TYPE 1 CENTERLINE
- EXISTING TYPE 2 CENTERLINE
- PROPOSED TYPE 1 CENTERLINE
- PROPOSED TYPE 2 CENTERLINE
- EXISTING TYPE 4 LANE LINE
- PROPOSED TYPE 4 LANE LINE
- PROPOSED LED STREET LIGHT
- EXISTING STREETLIGHT
- PROPOSED SIGN
- EXISTING SIGN
- BLUE REFLECTIVE MARKER
- GREEN REFLECTIVE MARKER
- PROPOSED SERVICE PEDESTAL
- EXISTING SERVICE PEDESTAL

NO	REVISION DESCRIPTION	SHEETS	APP BY	APP DATE

TITLE: MASTER TRAFFIC PLAN

PROJECT: DEER SPRINGS - DURANGO
CITY OF LAS VEGAS, NEVADA

PROFESSIONAL ENGINEER STATE OF NEVADA
PETER J. LAAS
EXP. 12-31-21
CIVIL
No. 14444
5/18/21

APPROVALS

CITY OF LAS VEGAS FIRE AND RESCUE DATE

CLV#
DWG# L20-00325

21-0337
05/20/2021

Impulse
Civil Engineering & Planning
$I = \int F \cdot dt$
CIVIL ENGINEERS PLANNERS
7485 WEST AZURE DRIVE, SUITE 226
LAS VEGAS, NEVADA 89130
PHONE (702) 815-0720 FAX (702) 478-8535

W.O. # :	01-1946
BY:	REH
DATE :	01/13/20
SCALE :	1"=40'
SHEETS	18
SHEET	14

File: X:\Projects\Clients\Durden Deer Springs - Durango\Dwg\Plan\14 MASTER TRAF.Dwg, Sheet: 14 MASTER TRAF, Date: 19-Mar-21 10:20:20am



21-0337-ROC1 - APPLICANT: OVATION CONTRACTING - OWNER: DEER SPRINGS DURANGO APTS, LLC
SOUTH SIDE OF DEER SPRINGS WAY, APPROXIMATELY 270 WEST OF DURANGO DRIVE

05/27/21



21-0337-ROC1 - APPLICANT: OVATION CONTRACTING - OWNER: DEER SPRINGS DURANGO APTS, LLC
SOUTH SIDE OF DEER SPRINGS WAY, APPROXIMATELY 270 WEST OF DURANGO DRIVE

05/27/21



21-0337-ROC1 - APPLICANT: OVATION CONTRACTING - OWNER: DEER SPRINGS DURANGO APTS, LLC
SOUTH SIDE OF DEER SPRINGS WAY, APPROXIMATELY 270 WEST OF DURANGO DRIVE

05/27/21

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

MICHELE FIORE
Mayor Pro Tem

STAVROS S. ANTHONY
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING

ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER

333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106

702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

October 3, 2019

Jerome Depalma, et al
7470 Edna Avenue
Las Vegas, Nevada 89117

RE: SDR-76995 [PRJ-76906] - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-76993 AND SUP-76994
CITY COUNCIL MEETING OF OCTOBER 2, 2019

Dear Mr. Depalma:

The City Council at a regular meeting held on October 2, 2019 voted to ***APPROVE*** a request for a Site Development Plan Review FOR A PROPOSED FOUR STORY, 334-UNIT MULTI-FAMILY RESIDENTIAL DEVELOPMENT WITH WAIVERS OF THE TOWN CENTER URBAN ZONE DEVELOPMENT STANDARDS on 9.18 acres on the south side of Deer Springs Way, approximately 250 feet west of Durango Drive (APNs 125-20-301-008 and 020), U (Undeveloped) Zone [TC (Town Center) General Plan Designation] [PROPOSED: T-C (Town Center)], Ward 6 (Fiore) [PRJ-76906].

This approval is subject to the following amended conditions:

Planning

1. Approval of Rezoning (ZON-76993) and approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-76994) 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 development shall be in conformance with the site plan date stamped 09/30/19; landscape plan date stamped 09/26/19; and building elevations date stamped 07/29/19, except as amended by conditions herein.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

21-0337
05/20/2021

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

6. 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:
   - Landscape buffers adjacent to right-of-way shall be screened in accordance with the Town Center Development Standards Manual which states, "*parking lot which abuts a public street shall be screened by landscaping, decorative walls and landscaped berms with a minimum height of three feet above the finished grade at the rear of the setback area, or any combination thereof.*"
   - One, 24-inch box tree shall be planted every 30 linear feet in the southernmost landscape buffer adjacent to Clark County 215 in accordance with Title 19.06 for standard tree spacing for multi-family.
   - Two, 12-foot to 25-foot tall palm trees (varying height for interest), and one 24-inch box shade tree to alternate every 35 linear feet on center shall be planted within the landscape buffer areas adjacent to Deer Springs Way in accordance with the Town Center Development Standards Manual.
   - The western perimeter landscape buffer shall include 36-inch box size African Sumac and Chitalpa Trees planted in an alternating pattern every 15 feet on center.
   - The temporary park area within the Echelon Point Drive right-of-away shall include additional 36-inch box size shade trees and a fenced area for dogs such as a dog run and/or park.

7. A Waiver of the Town Center Development Standards Manual is hereby approved to allow a zero percent built-to-line where 60 percent is required.

8. A Waiver of the Town Center Development Standards Manual is hereby approved to allow the surface parking to be adjacent to the right-of-way where parking shall be located on the side and/or rear side of the structures they serve.

9. A Waiver of the Town Center Development Standards Manual is hereby approved to allow surface parking to be located eight to ten feet from the property line where 15 feet is required.

10. A Waiver of the Town Center Development Standards Manual is hereby approved for the northern portion of the development to allow a 10-foot wide landscape buffer adjacent to the north property line where 15 feet is required, and to allow an eight-foot wide landscape buffer adjacent to the south property line where 15 feet is required.

21-0337
05/20/2021

11. A Waiver of the Town Center Development Standards Manual is hereby approved for the southern portion of the development to allow an eight-foot wide landscape buffer adjacent to the north property line where 15 feet is required, and to allow a 10-foot wide landscape buffer adjacent to the south property line where 15 feet is required.

12. A Waiver of the Town Center Development Standards Manual is hereby approved for the northern portion of the development to allow 34 parking lot trees where 61 are required.

13. A Waiver of the Town Center Development Standards Manual is hereby approved for the southern portion of the development to allow 29 parking lot trees where 42 are required.

14. Handicap parking stalls shall be provided for and striped in accordance with Title 19.08.110.

15. 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.

16. 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.

17. All Town Center Development Standards, City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

18. Dedicate 80-feet of right-of-way adjacent to this site for Echelon Point Drive and 40-feet of right-of-way for Deer Springs Way prior to the issuance of any permits.

19. Concurrent with development of this site, construct all incomplete half street improvements on Echelon Point Drive and Deer Springs Way per Town Center Standards.

21-0337
05/20/2021

20. Echelon Point shall be temporarily blocked with a wrought iron fence at the western edge of this site which may also be required for Secondary Fire Access. The Echelon Point public right-of-way may be temporarily used for parking, landscaping including trees, as well as a fenced area for a dog run, other open space amenities and monument signage through a License Agreement with the City, and subject to removal of said improvements by the licensee at their expense upon written notice by the City. No permanent structures are allowed within the Echelon Point public right-of-way. Prior to Echelon Point being opened to public vehicular traffic, there shall be a public hearing at City Council which authorizes the opening of Echelon Point. The City will construct this roadway improvement if authorized by the City Council.

21. Prior to the submittal of any construction drawings, meet with the Sanitary Sewer Section of the Department of Public Works to determine an acceptable connection point to public sewer.

22. 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.

23. Submit a License Agreement for all landscaping and private improvements, if any, located in the public right-of-way adjacent to this site prior to occupancy of this site. The applicant must carry an insurance policy for the term of the encroachment agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove landscaping and private improvements encroaching in the public right-of-way at the applicant's expense pursuant to the terms of the City's encroachment agreement. The installation and maintenance of all private structures in the public right-of-way shall be the responsibility of the adjacent property owner(s) and shall be transferred with the sale of the property for the entire term of the Encroachment Agreement.

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 include a pedestrian circulation/access plan to identify nearby pedestrian attractors and recommend measures to accommodate pedestrians, such as but not limited to pedestrian access, crosswalk, pedestrian activated flashers and temporary sidewalks. 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

21-0337
05/20/2021

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.

The Notice of Final Action was filed with the Las Vegas City Clerk on October 3, 2019.

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

RTS:PL:clb

cc: Ms. Jan Goyer
Ovation Contracting, Inc.
6021 South Fort Apache Road, Suite #100
Las Vegas, Nevada 89148

Mr. Peter Laas
Impulse Civil Engineering
7485 West Azure Drive, Suite #226
Las Vegas, Nevada 89130

21-0337
05/20/2021

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
MAY 06 2021
CITY CLERK

May 6, 2021

VIA UPLOAD

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
495 S. Main Street
Las Vegas, NV 89101

Re: Justification Letter – Ovation Contracting, Inc.
Variance for Non-Standard Cul De Sacs; and Waiver of Conditions
Relating to Echelon Point Drive Dedication
APNs: 125-20-301-008 & 020 (Deer Springs & Durango)

To Whom It May Concern:

Our Firm represents Ovation Contracting (the "Applicant") in the above-referenced matter. By way of background, on October 2, 2019, the Las Vegas City Council approved ZON-76993, SUP-76994, and SDR-76995 allowing for the development of a 334 unit multi-family development generally located near the southwest corner of Deer Springs Way and Durango Drive and bisected on the north and south by Echelon Point Drive. The properties are more particularly described as APNs: 125-20-301-008 & 020 (collectively the "Site").

On March 17, 2021, Bill No. 2021-9 was adopted to amend the Town Center Development Standards Manual, adopted under LVMC 19.10.060(B), by amending Map Six thereof, pertaining to street classifications, to remove the designation of Echelon Point Drive as a Town Center Collector.

As a result of the above amendment removing the designation of Echelon Point Drive as a Town Center Collector, Echelon Point will not be dedicated to the City of Las Vegas, however, the following requirements must be met.

VARIANCE FOR NON-STANDARD CUL DE SACS

The Applicant is proposing to terminate Echelon Point Drive on the east side of the Site with a cul de sac bulb just west of the commercial development and on the west side of the Site with a cul de sac bulb just east of the existing single-family residential development. The Applicant is requesting a variance to allow for the eastern terminus of the cul de sac to be a right-of-way radius of 42.5' (with 37.5 of clearance) and the western terminus of the cul de sac to be a right-of-way radius of 39' (with a 27.5' of clearance).

21-0337
05/20/2021

The request to provide the non-standard cul de sacs on the east and west sides of the Site are appropriate for the following reasons:

- The Site will no longer be bisected and will make for a more uniformed and functioning development

- The eastern terminus of the cul de sac will prevent commercial cut-through traffic from having access into the single-family residential neighborhood to the west of the proposed site.

WAIVER OF CONDITIONS

With the adoption of Bill No. 2021-9 on March 17, 2021, as described in an earlier paragraph, certain conditions are no longer applicable. Specifically, the Applicant is requesting to waive the following conditions of SDR-76995: #18, #19, #20, and #23. These conditions applied to the dedication of Echelon Point Drive. With the dedication of Echelon Point Drive no longer required for the development of the Site, the applicant is requesting the above-mentioned conditions be waived.

We thank you in advance for your time and consideration of this request. Should you have any questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL

Anthony J. Celeste

AJC

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0337-ROC1

SUBJECT: APPLICANT: OVATION CONTRACTING - OWNER: DEER SPRINGS DURANGO APTS, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 21, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, JULY 20, 2021.***

V.P.

Signature

7/16/21

Date

Scott Lawrence

Please Print Name

Vice President, Ovation Contracting, Inc.

Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Agenda Item #62
Received 07.19.21
07.21.21 CC Meeting

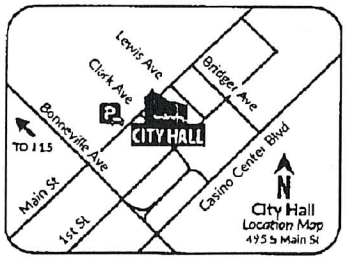
City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2021 JUL 19 A 7:12



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

21-0337-ROC1

City Council Meeting of **07/21/2021**

21-0337-ROC1
12520310030
SCHMUTZ R TROY & MOLLY E
9017 SPIRIT CANYON AVE
LAS VEGAS NV 89149-3231

Submitted after final agenda
Item 62

Jul 16 21 06:00p TROY SCHMUTZ 702-965-3808 p.1

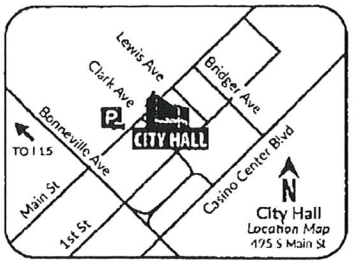
City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

RECEIVED
CITY CLERK
2021 JUL 14 A 6:52

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

21-0337-ROC1

City Council Meeting of **07/21/2021**

21-0337-ROC1
12520215227
MIKHAIL FAMILY TRUST
MIKHAIL LABIB I TRS
157 MOUNTAINSIDE DR
PALMDALE CA 93550

120 DROPMP1 93550

Submitted after final agenda
Item 62

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
63

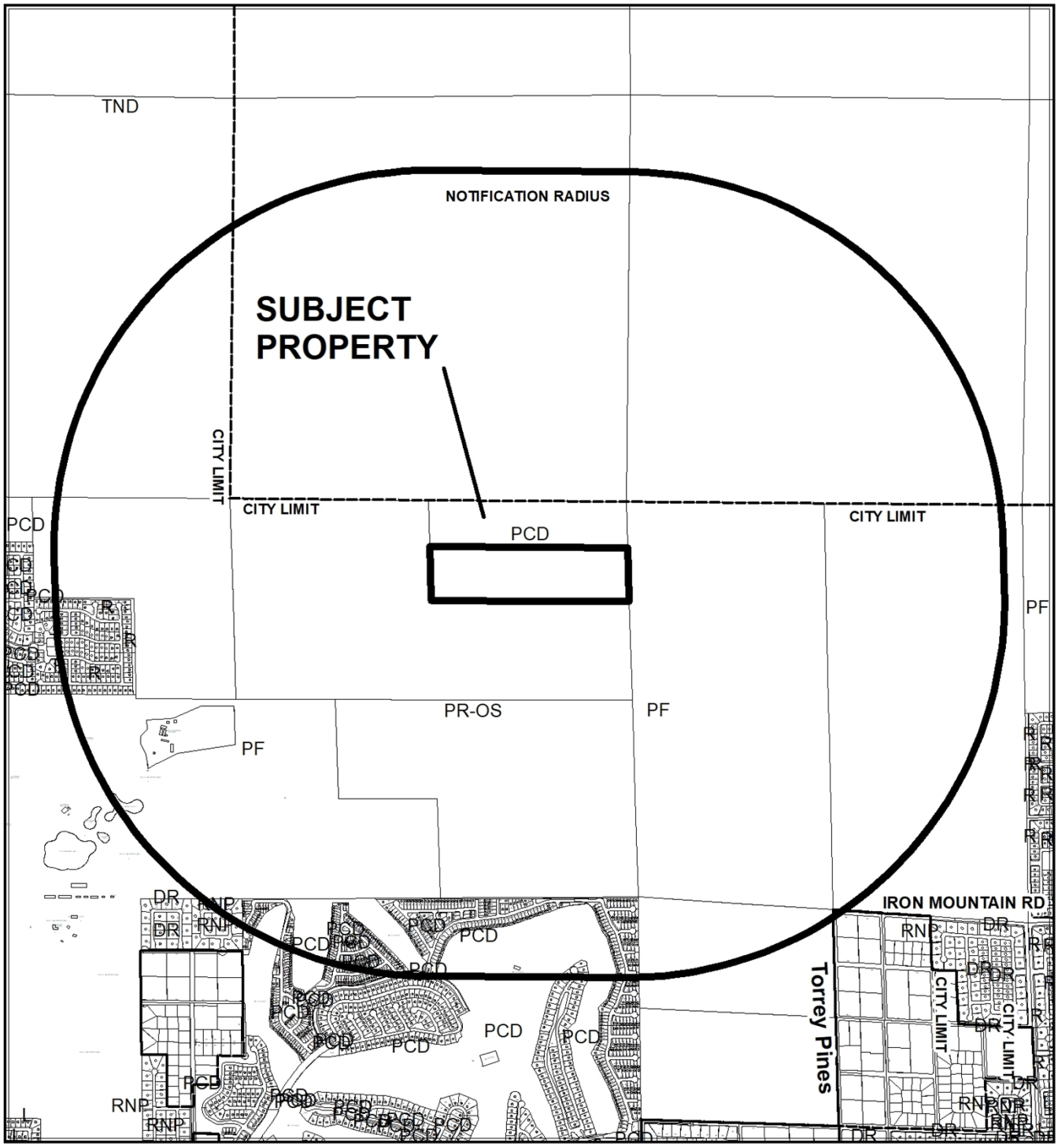
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
20-0344 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - 20-0344-GPA1
2. Land Use Map - 20-0344-GPA1
3. Location and Aerial Maps - 20-0344-ZON1
4. Land Use Map - 20-0344-ZON1
5. Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. School Tracking Form Submitted by Clark County School District for 20-0344-ZON1
10. Protest Postcards
11. Submitted after Final Agenda – Abeyance Request Letter Submitted by Bob Gronauer
12. Backup Submitted from the May 19, 2021 City Council Meeting
13. Backup Submitted from the June 2, 2021 City Council Meeting
14. Backup Submitted from the June 16, 2021 City Council Meeting
15. Backup Submitted for the April 13, 2021 Planning Commission Meeting



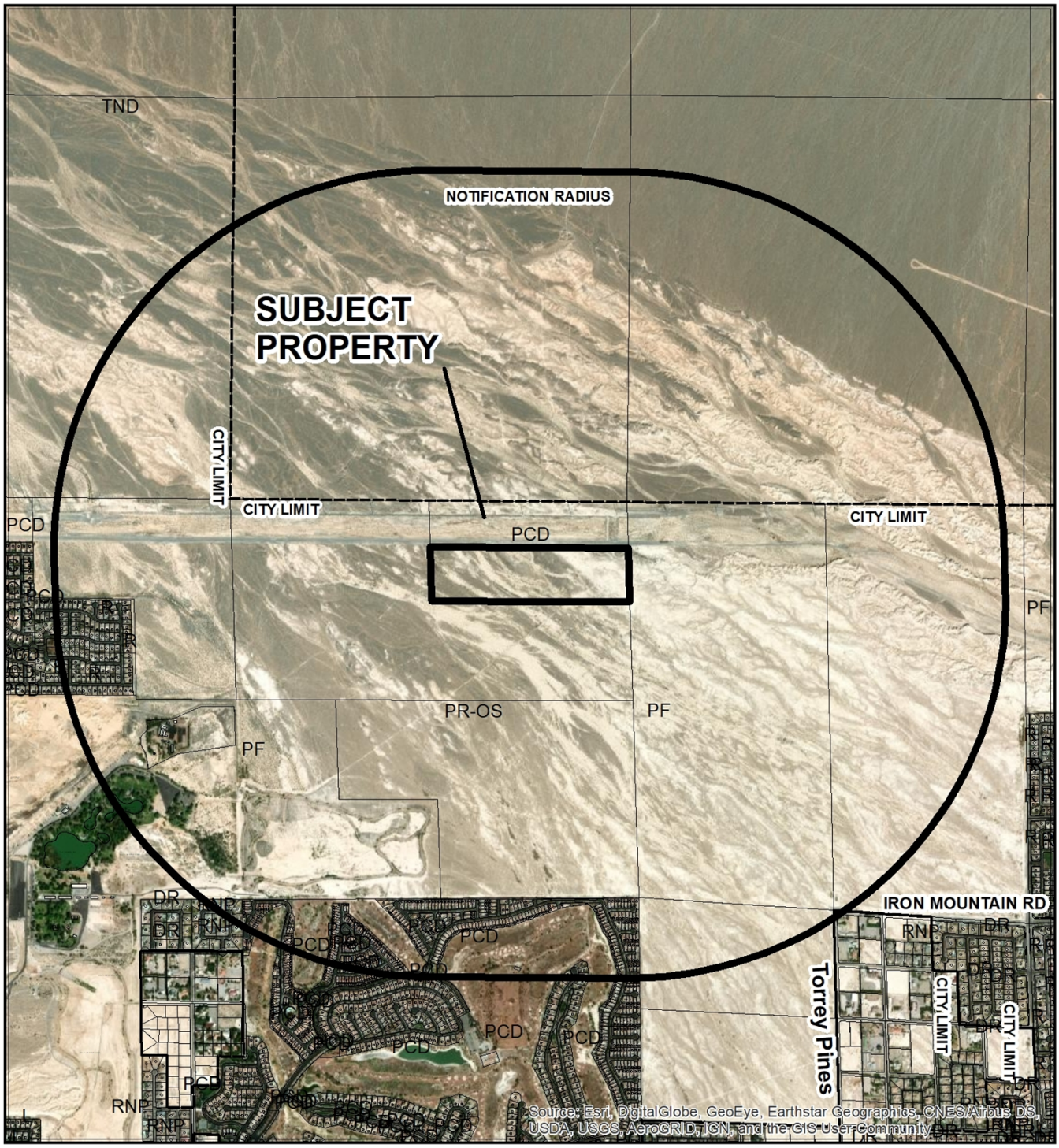
CASE: **20-0344-GPA1**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: ML (MEDIUM LOW DENSITY RESIDENTIAL)

N



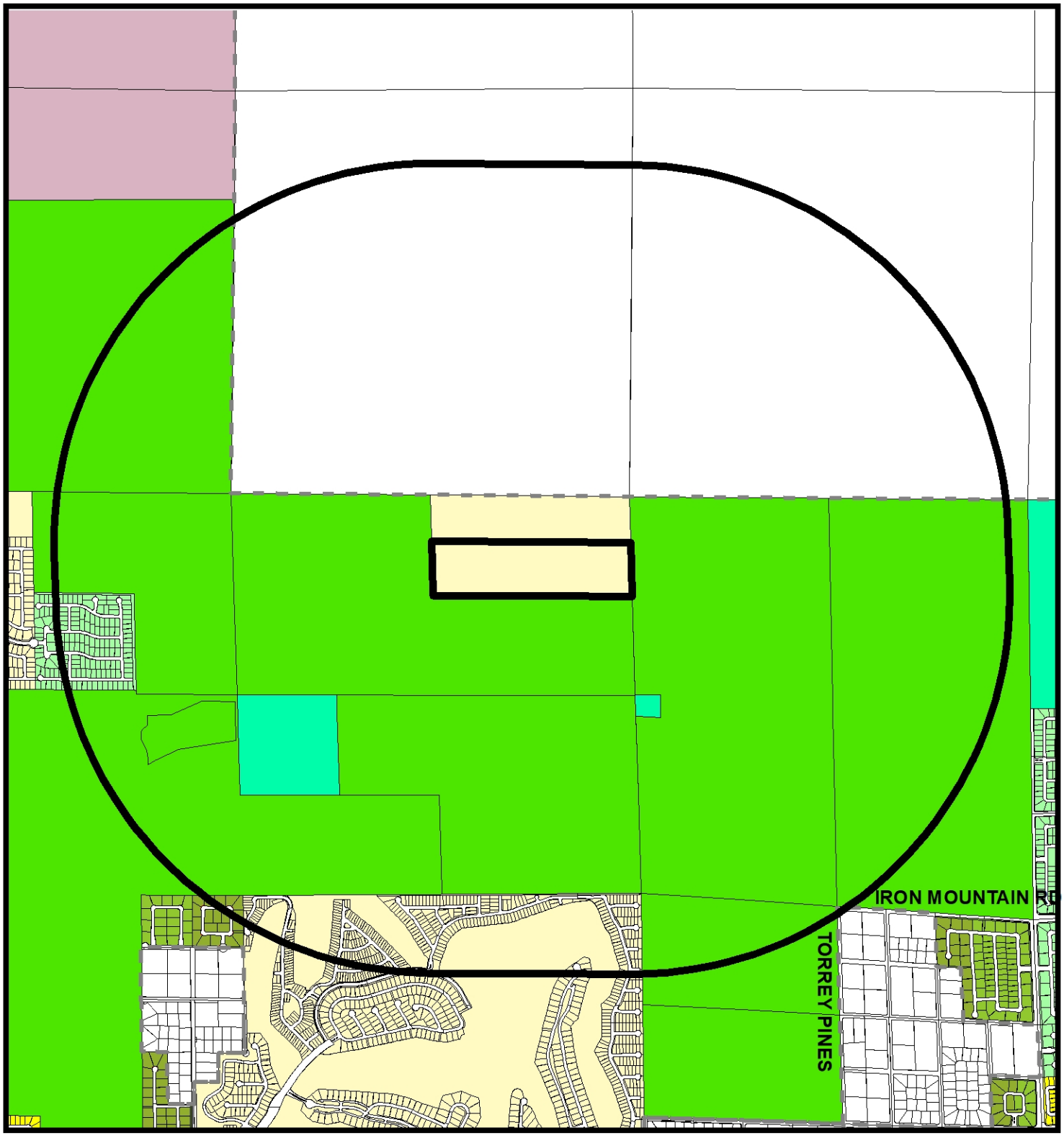
CASE: **20-0344-GPA1**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: ML (MEDIUM LOW DENSITY RESIDENTIAL)

20-0344-GPA1



General Plan Amendment

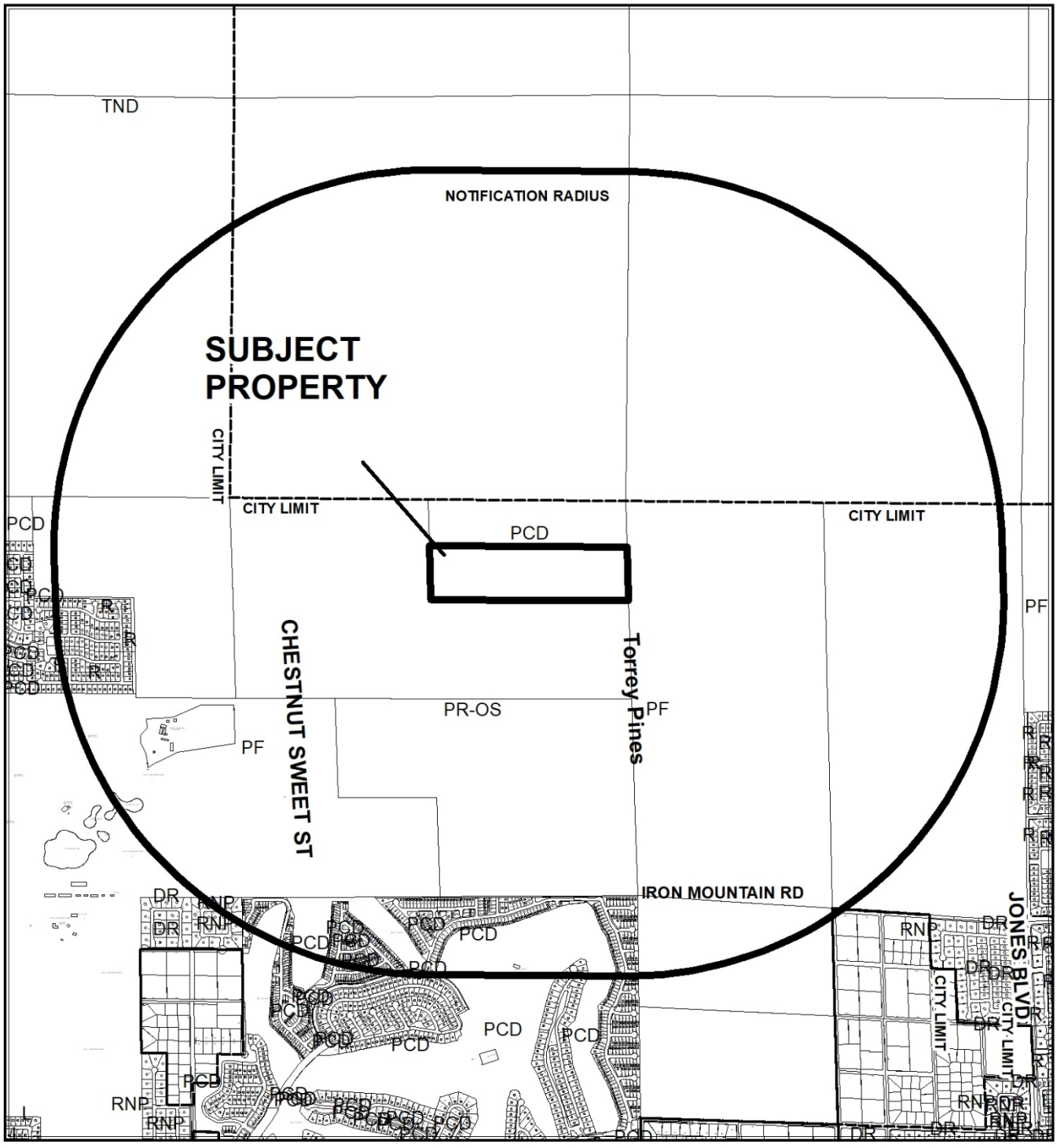
- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium Low
- Medium Low Attached
- Medium
- High
- Form-Based Code
- Planned Community Development
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industry / Research
- Traditional Neighborhood Development
- Downtown Redevelopment Area
- Parks/Recreation/Open Space
- Public Facilities
- Public Facilities - School
- Public Facilities - Clark County
- Town Center
- Resource Conservation
- Commercial (Downtown Land-Use)
- Mixed Use (Downtown Land-Use)

FROM PCD TO ML

- 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, April 1, 2021



CASE: **20-0344-ZON1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-SL (RESIDENTIAL SMALL LOT)



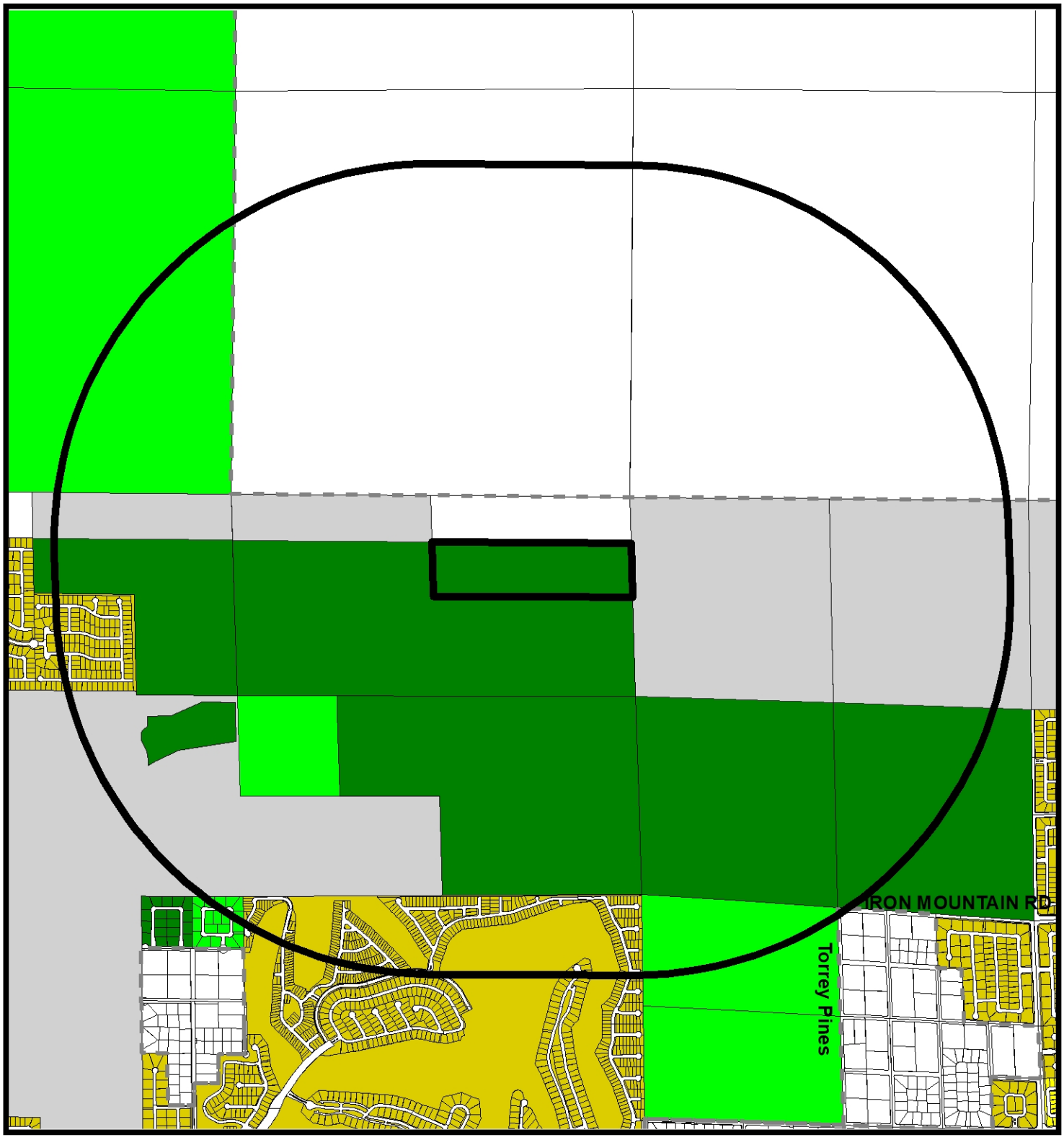
CASE: **20-0344-ZON1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-SL (RESIDENTIAL SMALL LOT)

20-0344-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small 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
- T4-C - T4 Corridor
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- 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
- TC - Town Center

FROM R-E TO R-SL

- 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, April 1, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SWDE348, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0344-GPA1	Staff recommends DENIAL.	
20-0344-ZON1	Staff recommends DENIAL.	20-0344-GPA1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 4

NOTICES MAILED 475 (By City Clerk)

PROTESTS 2

APPROVALS 1

NE

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a General Plan Amendment from PCD (Planned Community Development) to ML (Medium Low Density Residential); and a request to Rezone from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres located adjacent to the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive.

ISSUES

- Rainbow Boulevard terminates at Horse Drive.
- The subject site abuts the Tule Springs Fossil Beds National Monument along the west, south, and east property lines.
- There is no access to public utilities to service the subject site.
- A right-of-way grant would be required from the National Park Service in order to construct right-of-way through the national monument.

ANALYSIS

The subject 44.52 acres is an undeveloped parcel of land located within the Centennial Hills Sector of the General Plan. The subject site abuts a Clark County flood channel to the north, and the Tule Springs Fossil Beds National Monument along the west, south, and east property lines.

The Tule Springs Fossil Beds National Monument was established as the 405th unit of the National Park Service on December 19, 2014. The monument was established to "conserve, protect, interpret and enhance for the benefit of present and future generations the unique and nationally important paleontological, scientific, educational and recreational resources and values of the land." The paleontological period represented at Tule Springs ranges from 200,000 to 3,000 years ago, and is rich with significant paleontological resources from the ice age, including the Columbian Mammoth, extinct horses, camels and bison, and the dire wolf. The monument spans 22,650 acres along the northeastern edge of US Highway 95 north of the master plan area of Aliante to Creech Air Force Base.

Currently the subject site is not accessed by any roadway, nor is it serviced by public utilities. In order for a roadway to be constructed, and utilities extended, right-of-way would have to be granted by the National Park Service to construct such infrastructure within a national monument. The lack of roads and utilities prohibits the property owner from developing the property at this time.

General Plan Amendment

The lack of access to the subject site indicates the prematurity of this General Plan Amendment and Rezoning request as it typifies "Leap Frog" development. Development on this site would require the extension of public facilities through a national monument since the nearest residential development is approximately three-quarters of a mile away.

The current General Plan designation of PCD (Planned Community Development) allows a mix of residential uses that maintain an average overall density ranging from two to eight dwelling units per gross acre, depending upon compatibility with adjacent uses (e.g. a density of two units per acre will be required when adjacent to DR designated property). The nearest development to the subject site consist of R-PD2 (Residential Planned Development – 2 Units per Acre) to the west, R-PD3 (Residential Planned Development – 3 Units per Acre) to the south, and large, two-acre home sites zoned R-E [(Rural Estates Residential District) Clark County]. The current General Plan designation of PCD (Planned Community Development) is compatible with the existing residential development in the area as it would dictate a maximum density of no more than 3 units per acre to be compatible with development in the area.

The proposed ML (Medium Low Density Residential) General Plan designation allows up to 8.49 dwelling units per gross acre, and would allow a range of residential housing including, single family detached homes, including compact lots and zero lot lines; mobile home parks and two-family dwellings. This General Plan designation would support multiple zoning districts including R-SL (Single Family Small Lot Residential), R-CL (Single Family Compact-Lot), and R-MH (Mobile/Manufactured Home), which would not be compatible with the existing development in the area.

It is the purpose and intent of the City Council that Title 19:

- maintains through orderly growth and development the character and stability of present and future land use and development in the City;
- manages the orderly and efficient provisions of adequate levels of public facilities and services necessary to support planned development;
- ensure that required on-site and off-site dedications and public improvements are properly installed or guaranteed; and
- prevent the impacts of both overcrowding of land and undue concentrations of population as well as the negative effects of leapfrogging sprawl and underutilization of land and property.

In addition, The Las Vegas 2020 Master Plan contains numerous goals, objectives, and policies pertaining directly and indirectly to conservation. One of which is to, "create an inventory of any archeological resources within boundaries of proposed development and make efforts to preserve any significant resources that are discovered."

Staff finds the requested General Plan Amendment to be premature and incompatible with the existing development in the area; therefore, staff is recommending denial of the amendment request.

Rezoning

The subject site is currently zoned R-E (Residence Estates) which allows low-density residential units on large lots in order to convey a rural environment. This zoning district requires a minimum lot size of 18,000 square feet. The applicant is proposing to rezone the subject site to R-SL (Single Family Small Lot Residential) which requires a minimum lot size of 4,500 square feet.

The closest parcel not part of the national monument is approximately 1,300 linear feet from the subject site and is zoned R-E (Residence Estates). Rezoning the subject site to R-SL (Single Family Small Lot Residential) would allow a residential density that is incompatible with the surrounding land uses, which are rural in nature.

The approval of this General Plan Amendment and Rezoning application would allow approximately 377 residential units on a 44.52-acre site with no roadways and/or utilities, nor a viable mechanism of extending such facilities to the subject site. This request is not in alignment with the goals, objectives, or policies of the Las Vegas 2020 Master Plan, or the purpose and intent of Title 19; therefore, staff is recommending denial of the Rezoning request in addition to the requested General Plan Amendment.

FINDINGS (GPA-72732)

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 proposed is not compatible with the existing R-E (Residence Estates), R-PD2 (Residential Planned Development – 2 Units per Acre), R-PD3 (Residential Planned Development – 3 Units per Acre), and R-E [(Rural Estates Residential District) Clark County] residentially zoned developments found in this portion of the Northwest Sector, nor is it compatible with the adjacent Tule Springs Fossil Beds National Monument.

2. The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,

The ML (Medium Low Density Residential) General Plan designation supports such zoning districts as R-SL (Single Family Small Lot Residential), R-CL (Single Family Compact-Lot), and R-MH (Mobile/Manufactured Home). These zoning districts are too intense and incompatible with the existing R-E (Residence Estates), R-PD2 (Residential Planned Development – 2 Units per Acre), R-PD3 (Residential Planned Development – 3 Units per Acre), and R-E [(Rural Estates Residential District) Clark County] zoning districts that currently govern land use in this portion of the Northwest Sector, nor is it compatible with the adjacent Tule Springs Fossil Beds National Monument.

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 no transportation or utility facilities to accommodate the proposed residential densities permitted by the proposed ML (Medium Low Density Residential) General Plan designation. In order to construct roadways to provide access, right-of-way would need to be granted by the National Park Service in order to build a roadway and provide utilities to the subject site within the national monument.

4. The proposed amendment conforms to other applicable adopted plans and policies.

The Las Vegas 2020 Master Plan contains numerous goals, objectives, and policies pertaining directly and indirectly to conservation; one of which is to, “create an inventory of any archeological resources within boundaries of proposed development and make efforts to preserve any significant resources that are discovered.” The approval of a General Plan Amendment and Rezoning application that would require federal right-of-way grants through a national monument in order to construct the necessary infrastructure to service any future development does not conform to the Master Plan goals, objectives, and policies.

In addition, on September 28, 2010, the Southern Nevada Regional Planning Coalition (SNRPC) amended the Conservation, Open Space, and Natural Resource Element of the Southern Nevada Regional Policy Plan that identified four regional priorities. One of those priorities included "the coordination of regional efforts to manage and preserve national resources." The approval of these requests do not support applicable adopted plans and policies as it require future federal right-of-way grants to disturb a national resource for roadways and utilities.

FINDINGS (ZON-72733)

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 requested R-SL (Residential Small Lot) would conform to the proposed ML (Medium Low Density Residential).

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.**

   A residential subdivision is not compatible with the surrounding Tule Springs Fossil Beds National Monument, as it would be necessary for the National Park Service to issue right-of-way grants through the national monument in order to provide both roadways and utilities to the subject site.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Growth and development factors in the community do not indicate the need for "leap frog" development that would require the extension of public facilities through undeveloped lands and grants from the National Park Service to install such facilities through a national monument.

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.**

There are no street or highway facilities that provide access to the subject site. In order to construct roadways to provide access a right-of-way grant would need to be granted by the National Park Service in order to build a roadway within the national monument.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/10/18	The Planning Commission approved a request to abey a request for a General Plan Amendment (GPA-72732) from PCD (Planned Community Development) to ML (Medium Low Density Residential) and a request for a Rezoning (ZON-72733) from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres at the southwest corner of the Moccasin Road and Rainbow Boulevard alignments to the July 10, 2018 Planning Commission meeting.
07/10/18	The Planning Commission approved a request to abey a request for a General Plan Amendment (GPA-72732) from PCD (Planned Community Development) to ML (Medium Low Density Residential) and a request for a Rezoning (ZON-72733) from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres at the southwest corner of the Moccasin Road and Rainbow Boulevard alignments to the October 9, 2018 Planning Commission meeting.
10/09/18	The Planning Commission approved a request to table a request for a General Plan Amendment (GPA-72732) from PCD (Planned Community Development) to ML (Medium Low Density Residential) and a request for a Rezoning (ZON-72733) from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres at the southwest corner of the Moccasin Road and Rainbow Boulevard alignments.
04/13/21	The Planning Commission unanimously voted to recommend DENIAL on the following the Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). • **20-0344-GPA1** - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL) • **20-0344-ZON1** - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT).
05/19/21	The City Council voted to hold this request in abeyance to the 06/02/21 City Council meeting.
06/02/21	The City Council voted to hold this request in abeyance to the 06/16/21 City Council meeting.
06/16/21	The City Council voted to hold this request in abeyance to the 07/21/21 City Council meeting.

Most Recent Change of Ownership	
01/2011	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the subject site.

Pre-Application Meeting	
11/30/20	A submittal checklist for a General Plan Amendment and Rezoning application was provided to the applicant.

Neighborhood Meeting	
03/22/21	Date: Monday, March 22, 2021 Start Time: 5:30 p.m. End Time: 6:10 p.m. <u>Attendees</u>: One representative for the applicant; One representative from the Planning Department; and Two neighbors, one in person, one online via WebEx. The neighbor who attended in person indicated he was the president of his Homeowners Association (HOA) and that the neighborhood he represented was not in support of the proposal. <u>Meeting Results</u>: The applicant's representative gave a presentation of the proposed general Plan Amendment and Rezoning and outlined the densities allowed by the proposal. A map of a residential subdivision depicting 284-lots was presented as a possible layout for a future residential subdivision, but was noted to not be part of the application at this time. The neighbors in attendance inquired about how access to the site would be gained, for both vehicles and utilities. Which the applicant's representative indicated an access easement would have to be granted by the federal government in order for development to occur. The neighbors are in support of the federal government doing a land swap and preserving the subject site as undeveloped and possibly making it part of the Tule Springs Fossil Beds National Monument. The neighbors did not want to have that many homes built in the area, and especially that close to a national monument. The neighbors wanted the area preserved and low densities maintained.

Neighborhood Meeting	
03/22/21	The neighbors inquired about the home sizes and whether or not a three-story would be constructed. The applicant's representative indicated the proposed zoning would only allow a maximum of two-stories, which staff from the Planning Department confirmed. At the conclusion of the meeting the neighbors indicated they are not in support of the proposal and felt it was too dense for the area.

Field Check	
03/05/21	Staff observed the approximate area of the undeveloped subject site during a routine field check and noted there is no access (roadway) to the subject site.

Details of Application Request	
Site Area	
Gross Acres	44.52

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	PCD (Planned Community Development)	R-E (Residence Estates)
North	Clark County Flood Channel	Clark County Flood Channel	Clark County Flood Channel
South	Tule Springs Fossil Beds National Monument	PR-OS (Parks/Recreation/Open Space)	R-E (Residence Estates)
East	Tule Springs Fossil Beds National Monument	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
West	Tule Springs Fossil Beds National Monument	PR-OS (Parks/Recreation/Open Space)	R-E (Residence Estates)

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***
Trails – Multi-Use Non-Equestrian Trail	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

Existing General Plan	***Permitted Density***	***Units Allowed***
PCD (Planned Community Development)	2 – 8 du/gross acre	89.04 – 356.16
Proposed General Plan	***Permitted Density***	***Units Allowed***
ML (Medium Low Density Residential)	5.6 – 8 du/gross acre	249.31 – 356.16
Existing Zoning	***Permitted Density***	***Units Allowed***
R-E (Residence Estates)	18,000 SF Minimum Lot Size	107.74
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-SL (Single Family Small Lot Residential)	4,500 SF Minimum Lot Size	430.95

Las Vegas Valley Water District (LVVWD) Comments:
This property is currently not served by LVVWD. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing and fire flow availability. The proposed single-family development must be individually metered for all lots and public water dedicated in public or private streets. Two sources of water are required for this development. To comply with District Service Rules the development will be required submit a hydraulic analysis for approval and address the point of connection sources. In addition, there are no water facilities adjacent to this parcel, a meeting with LVVWD will be required to discuss infrastructure in order to serve.

Proposed 284 Single-Family Lots:					
Student Yield		**Elementary School**		**Middle School**	**High School**
Single-Family Units (284)		284 x 0.166		284 x 0.093	284 x 0.131
Total Additional Students		47		26	37
Schools Serving the Area:					
Name	**Address**	**Grade**	**Capacity**	**Enrollment**	**Site Date**
O'Roarke Elementary School	8455 O'Hare Road	Kindergarten – 5th Grade	727 Students	749 Students	03/21/21
Cadwallader Junior High School	7775 Elkhorn Road	6th – 8th Grade	1,564 Students	1,414 Students	03/21/21
Arbor View High School	7500 Whispering Sands Drive	9th - 12th Grade	2,524 Students	3,229 Students	03/21/21

O'Roarke Elementary School and Arbor View High School are over capacity for the 2020-2021 school year. O'Roarke Elementary School is at 103.03% and Arbor View High School is at 127.93% of program capacity.

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) GPA and Zone Change

Project Address (Location) Moccasin Road and Rainbow Road

Project Name Moccasin Development **Proposed Use** Single Family Residential

Assessor's Parcel #(s) 125-03-501-001 **Ward #** 6

General Plan: Existing P-CD Proposed ML **Zoning:** Existing R-E Proposed R-SL

Additional Information Request for the review of a General Plan Amendment and Zone Change to allow for future residential development.

Property Owner C-SWDE348, LLC Contact Laura Lychock

Address 3041 West Horizon Ridge Parkway, #155 City Henderson State NV Zip 89052

E-mail llychock@claytonmortgageandinvestment.com Phone 702-739-9100

Applicant C-SWDE348, LLC Contact Laura Lychock

Address 3041 West Horizon Ridge Parkway, #155 City Henderson State NV Zip 89052

E-mail llychock@claytonmortgageandinvestment.com Phone 702-739-9100

Representative Kaempfer Crowell Contact Bob Gronauer

Address 1980 Festival Plaza Drive, Suite 650 City 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 Laura C. Lychock, Manager

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name LAURA C. LYCHOCK

Subscribed and sworn before me

This 5 day of November 20 20

Notary Public in and for said County and State

MARY E. KNUTSEN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-02-22
Certificate No: 02-77950-1

20-0344
12/20/2021



20-0344-GPA1 AND 20-0344-ZON1 - APPLICANT/OWNER: SWDE348, LLC
WEST SIDE OF THE RAINBOW BOULEVARD ALIGNMENT, NORTH OF HORSE DRIVE

03/05/2021

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

BOB GRONAUER
rgronauer@kcnvlaw.com
702.792.7052

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

January 19, 2021

CITY OF LAS VEGAS PLANNING AND ZONING
333 North Rancho Drive
Third Floor
Las Vegas, Nevada 89106

Re: Pre-Application Justification Letter – General Plan Amendment and Zone Change
C-SWDE348, LLC
APN: 125-03-501-001

To Whom It May Concern:

This firm represents C-SWDE348, LLC, (the "Applicant") in the above referenced matter. The proposed project is located on 44.52 acres on Rainbow Boulevard, east of Buffalo Drive (the "Property"). The Property is more particularly described as Assessor's Parcel Number 125-03-501-001. The Property is zoned Residence Estates District (R-E) with a general plan of Planned Community Residential (PCD). The Applicant is requesting a general plan amendment to Medium Low (ML) and a zone change to Residential Small Lot (R-SL) to allow for a two hundred eighty four (284) lot single family residential subdivision.

Per the City of Las Vegas Development Code, ML allows for up to 8.49 units per acre. The proposed project will have a density of approximately 6.50 units per acre. The minimum lot size required within R-SL developments is 4,500 square feet. Lot sizes for the proposed project will range from 4,500 square feet to 10,743 square feet. Setback requirements within R-SL developments include 1) Front setback of 15 feet (20 feet to garage); 2) side setbacks of 5 feet; 3) corner side setbacks of 15 feet; and 4) rear year setbacks of 15 feet. The project will meet or exceed all required setbacks. Access to the Property will be provided by two points along Moccasin Drive.

The nearest existing single family development is located over 4,000 feet from the Property and will therefore not create any negative impacts on the surrounding properties.

20-0344
01/20/2021

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

Bob Gronauer

20-0344
01/20/2021

CCSD

Real Property Management
1180 Military Tribute Place
Henderson, NV 89074

School Development Tracking Form

http://facilities.ccsd.net/departments/real-property-management/

Date Filed 03/10/2021 **Application Number** 20-0344-ZON1 **Entity** LV

Company Name Kaempfer Crowell

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone (702) 792-7000 **Mobile** **Fax** **Email**

Project Name Moccasin Development

Project Description 284 Single-family lots

APN's 125-03-501-001

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	284	x 0.166=	47	x 0.093 =	26	x 0.131 =	37
Multi-Family Units (2)		x 0.139 =	0	x 0.065 =	0	x 0.074 =	0
Resort Condo Units (3)							
Total			47		26		37

(1) *Single Family unit is defined as single family detached home, mobile home, and townhouse.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*

Name	Address	Grade	Capacity	Enrollment	Site Date
O'Roarke ES	8455 O'Hare Rd	K-5	727	749	3/1/2021
Cadwallader MS	7775 Elkhorn Rd	6-8	1564	1414	3/1/2021
Arbor View HS	7500 Whispering Sands Dr	9-12	2524	3229	3/1/2021

*** CCSD Comments** O'Roarke ES and Arbor View HS are over capacity for the 2020-2021 school year. O'Roarke ES is at 103.03% and Arbor View HS is at 127.93% of program capacity.

☐ Approved ☐ Disapproved

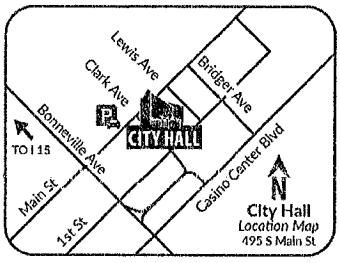
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2021 MAY 19 P 12:32

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.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510512004
EVANNS DANNY MARK & KIMBERLEY ANNE
6824 WOODLAND VASE CT
LAS VEGAS NV 89131

35 BRDGNP1 89131

Application Information

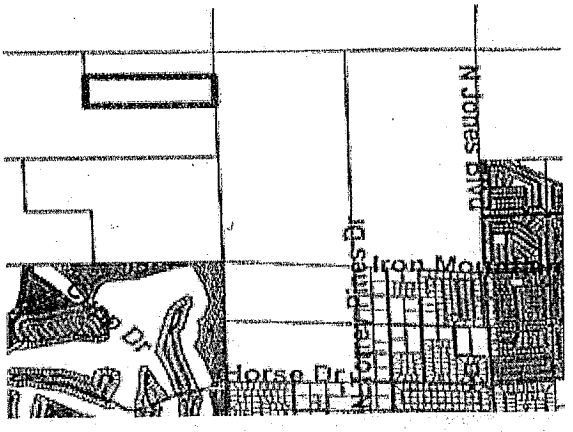
20-0344 - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

20-0344-GPA1 - GENERAL PLAN AMENDMENT - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL)

20-0344-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)

We don't need more housing. Schools already maxed classroom attendance and there's shortage of teachers. The natural open space and wildlife will be impacted. Water shortage in Nevada is a significant concern. There are already new housing developments in and around surrounding area.

Application Location



The proposed project may not pertain to the entire highlighte project site.

Public Hearing Information

Meeting:	City Council
Date:	05/19/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda post will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**

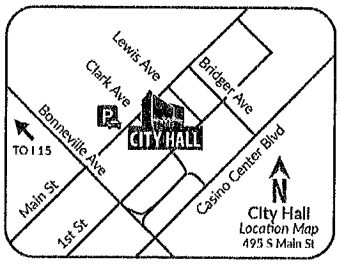
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2021 MAY 19 P 12:32

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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510512071
CONSOLI LEONORA MAY
8845 SHERWOOD PARK DR
LAS VEGAS NV 89131

35 BROMP1 89131

KAEMPFER CROWELL

ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

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 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

RECEIVED
CITY CLERK
2021 JUL 20 A 9:50

July 20, 2021

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 – SWDE348, LLC
20-0344-GPA1 & ZON1 - Item No. 63(a & b)

Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on July 21, 2021 and we respectfully request that they be held in abeyance for 2 weeks or until the **August 4, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

BOB Gronauer

Robert J. Gronauer

RJG/mlt

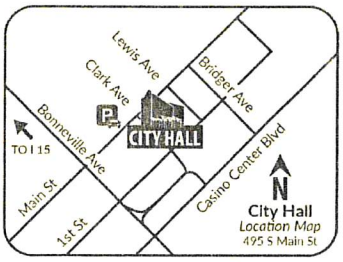
Submitted after final agenda

Items 63a-63b

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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

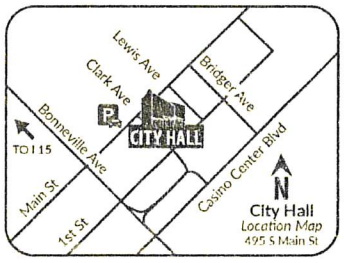
20-0344
12510117001
GUIZAR RUBEN & LETICIA
9609 QUEEN CHARLOTTE DR
LAS VEGAS NV 89145

59 BRDGNP1 89145

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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510115064
GOLDSTEIN TRUST
GOLDSTEIN STUART & ANNEMARIE TRS
1010 RANCH RD
MOSCOW ID 83843-7484

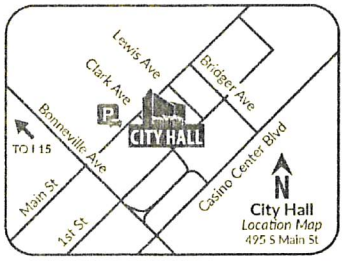
Submitted after final agenda
57a-57b

140 BRDGNP1 83843

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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510115055
GOLDSTEIN TRUST
GOLDSTEIN STUART & ANNEMARIE TRS
1010 RANCH RD
MOSCOW ID 83843-7484

140 BRDGNP1 83843

Application Information

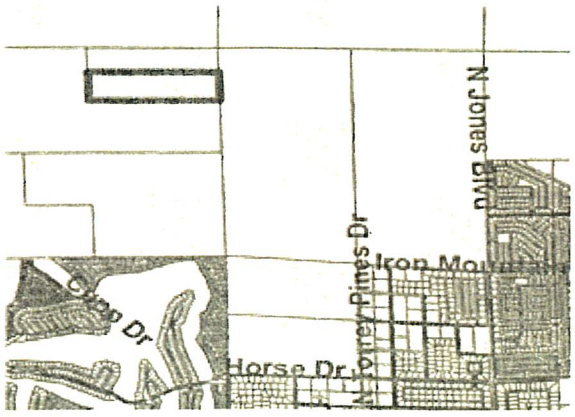
20-0344 - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project. THANKS, PLANNING COMMISSION!

20-0344-GPA1 - GENERAL PLAN AMENDMENT - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL)

20-0344-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)

Strongly Oppose!
Thank you.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	05/19/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/Meetings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**

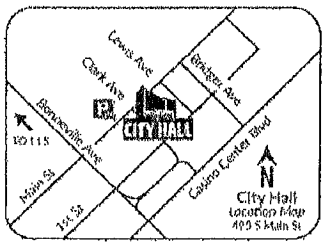
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

requests for development to the land North of Silverstone Ranch that encroach and take away silverstone ranch scenary of mountain views, The city needs to first concentrate on enforcement of: Silverstone Ranch Golf courseowner collection of fines, and c'eanup and beautification of silverstone Ranch Golf course and stop the illegal racing, speeding, drugs, crime, destruction of property, fires, tresspassing, and vagrants Camping outon Silverstone Ranch Golf Course Property and underground water and sewer tunnels.

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested

Official Notice of Public Hearing



RECEIVED
MAY 11 P 3:29
CITY CLERK

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) 382-1803. If you would like to contact your Council Representative, please call (702) 229-6405.

20-0344
12510113001
HALBY AARON W
7237 BOCAIRE DR
LAS VEGAS NV 89131

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of **05/19/2021**

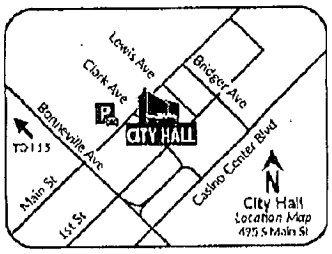
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

2021 MAY 11 P 5:25

RECEIVED
CITY CLERK

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) [illegible]-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.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

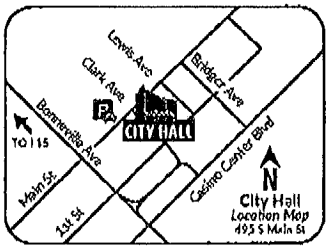
20-0344
12504612066
MENDOZA ERNIE E JR & MISTY L
7910 BEAVER MOUNTAIN AVE
LAS VEGAS NV 89131-1556

35 BRDGNP1 89131

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



RECEIVED
CITY CLERK
2021 MAY 11 P 2:28

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.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

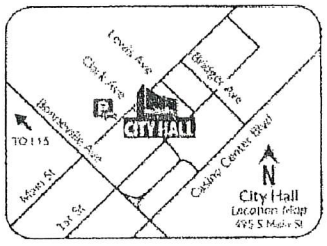
20-0344
12510113051
B L B NEVADA TRUST
BURR BLAKE A & LORI A TRS
10709 FAIRFIELD AVE
LAS VEGAS NV 89131

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

for development to the land further of Silverstone Ranch that take away mountain views, and The city needs to first concentrate on enforcement of: Silverstone Ranch Golf course owner collection of fines, clean up, and beautification of Silverstone Ranch Golf course, Stop the speeding, crime, destruction, fires, and vagrants residing on Silverstone Ranch Golf course property,

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) 382-3803. 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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510113020
HALBY FAMILY TRUST 1996
HALBY DANIEL W & COLLEEN M TRS
3104 SONIA DR
LAS VEGAS NV 89107-3246

127 89107

2021 MAY 11 A 8:10
RECEIVED
CITY CLERK

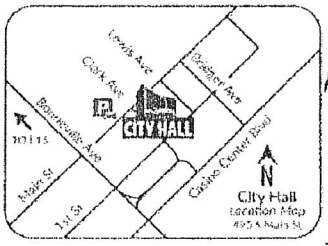
for development to the land North of silverstone Ranch that take away and encroach on silverstone Ranch scenary of mountain views, The city needs to first concentrate on enforcement of silverstone Ranch Golf course owner collection of fines and clean up and beautification of Silverstone Ranch Golf Course, stop the speeding, crime, destruction of silverstone property, stop the fires and stop the vagrants camping out on silverstone Ranch Golf Course property -ty.

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.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of **05/19/2021**

20-0344
12510511023
HALBY AARON W
3104 SONIA DR
LAS VEGAS NV 89107-3246

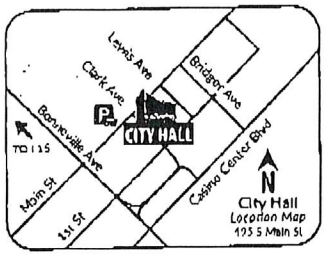
127 89107

RECEIVED
CITY CLERK
2021 MAY 11 A 8:10

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. 1830

Return Service Requested
Official Notice of Public Hearing



RECEIVED
CITY CLERK
2021 MAY 17 A 8:00

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.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510511063
PEARSON CATHALINE
7164 CRESCENTVILLE AVE
LAS VEGAS NV 89131

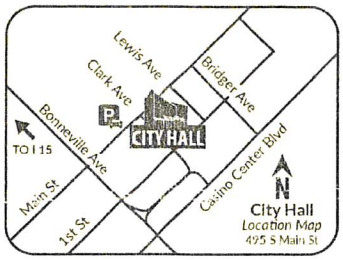
89 89084 89131

May. 14. 2021 7:39AM No. 2583 P. 2/2

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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

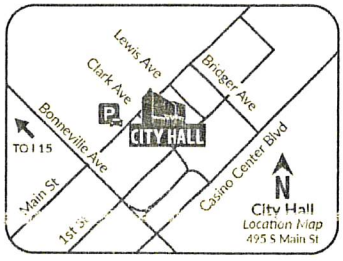
20-0344
12504611021
LAPINS RICHARD & SUSAN A
8021 CANYONS PARK AVE
LAS VEGAS NV 89131-1551

35 BRDGNP1 89131

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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

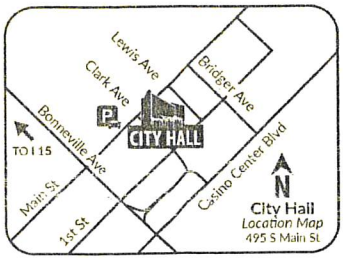
20-0344
12510511052
SCOTT BURTON ALFRED
ALICATA-SCOTT SHERYL ANN
8912 EL DIABLO ST
LAS VEGAS NV 89131-1737

35 BRDGNP1 89131

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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

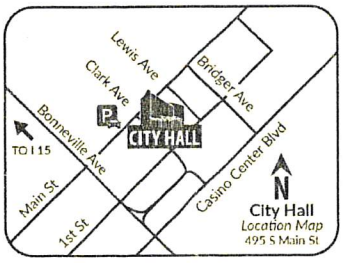
20-0344
12510115045
WILSON DANIEL & JEANINE
8912 REGATTA BAY PL
LAS VEGAS NV 89131-1782

35 BRDGNP1 89131

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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

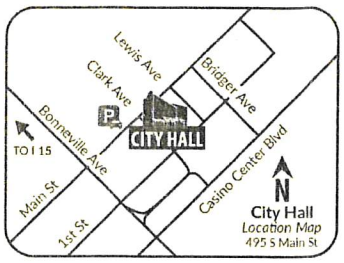
20-0344
12510115120
PALUMBO FANNY & ANIBAL
7336 QUAIL HEIGHTS AVE
LAS VEGAS NV 89131

35 BRDGNP1 89131

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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510115067
DILLON KATHLEEN
8901 BRIAR BAY DR
LAS VEGAS NV 89131

35 BRDGNP1 89131

Application Information

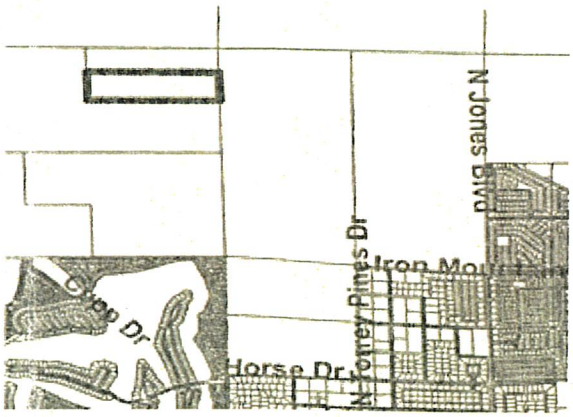
20-0344 - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

20-0344-GPA1 - GENERAL PLAN AMENDMENT - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL)

20-0344-ZON1 - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)

Too Much Traffic
Need Open Space

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

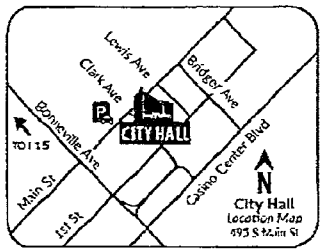
Meeting:	City Council
Date:	05/19/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time	9:30 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/hearings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, 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

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.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of **05/19/2021**

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2021 MAY 18 P 2:33

20-0344
12504612004
REUBEN DANIEL ELLIOT & RACHEL V
10308 CLARKS CREEK ST
LAS VEGAS NV 89131-1555

3E B#DCNP1 89131

57ab

Stacey Campbell

From: L. Consoli <lconsoli@gmail.com>
Sent: Saturday, May 15, 2021 6:45 PM
To: Meeting Comments
Subject: Council Meeting of 05/19/2021 20-0344 20-0344-GPA1 20-0344-ZON1

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I oppose this request. No new residential housing should be developed in that area. The land should remain as an open undeveloped land. It will take away the beautiful nature surroundings and impact the wildlife. More housing will impact existing residential areas with more traffic and increase the already crowded school class rooms. We have an ongoing teacher shortage. There are way too many housing developments in construction nearby and surrounding areas and we do not need more that might not be sold/populated. There is also a concern of another housing crash. There are homes that are in foreclosure due to the effects of the pandemic which would increase the availability of houses for sale. Another concern is the continuing water shortage. Lake Mead has about 8 years of water supply before it reaches the critical water shortage phase.

All new developments in this area should not be approved.

Sincerely,
Leonora May Consoli
8845 Sherwood Park Dr
Las Vegas, NV 89131

Submitted at City Council
Date 5/19/21 Item 57a-57b
By: e-comment

KAEMPFER CROWELL

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

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 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

RECEIVED
CITY CLERK
2021 JUN -1 P 1:13

June 1, 2021

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 – SWDE348, LLC
(20-0344-GPA1 & ZON1) Item No. 47(a & b)

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on June 2, 2021 and we respectfully request that they be held for 2 weeks until the **June 16, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

Robert J. Gronauer

RJG/mlt

Submitted after final agenda
Date 6/1/21 Item 47 (a-b)

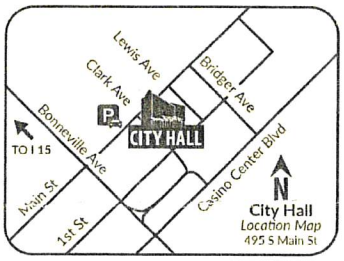
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing

2021 MAY 24 P 12:40



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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510511035
MA DAVID & CINDY
3106 SCOTT DR
ROCK SPRINGS WY 82901

22 BRDGNP1 82901

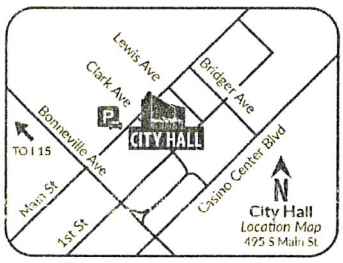
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

Return Service Requested
Official Notice of Public Hearing

2021 MAY 24 P 12:40



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.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510115109
MA DAVID & CINDY
3106 SCOTT DR
ROCK SPRINGS WY 82901-4312

Submitted after final agenda
Date 6/2/21 Item 47 (ar6)

22 BRDGNP1 82901

KAEMPFER CROWELL

ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

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 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

RECEIVED
CITY CLERK

2021 JUN 15 P 4:49

June 15, 2021

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 – SWDE348, LLC
20-0344-GPA1 & ZON1 - Item No. 56(a & b)

Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on June 16, 2021 and we respectfully request that they be held in abeyance for 30 days or until the **July 21, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

BOB Gronauer

Robert J. Gronauer

RJG/mlt

Submitted after final agenda
items 56a-56b

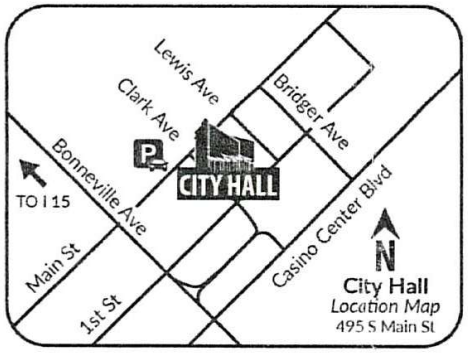
NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
495 South Main Street
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

RECEIVED
APR 13 2021
Dept of Planning
City of Las Vegas



City Council - Page 112

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
Planning Commission Meeting of **04/13/2021**

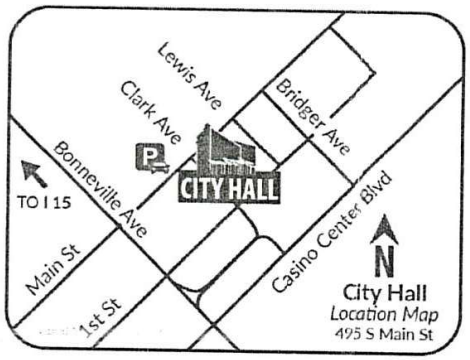
20-0344
12504612044
TUCKERMAN CATHERINE ELIZABETH
LIVING TRUST
TUCKERMAN CATHERINE ELIZABETH
TRS
10242 CHESTNUT SWEET ST
LAS VEGAS NV 89131-1562

35 BRDFNP1 89131

City of Las Vegas
Department of Planning
495 South Main Street
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



RECEIVED
APR 13 2021
Dept of Planning
City of Las Vegas

20-0344
12510511040
AGUILAR ZAIDA L
2296 MOORTOWN DR
TUSTIN RANCH CA 92782-1101

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
Planning Commission Meeting of **04/13/2021**

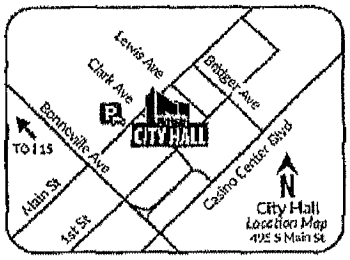
City Council - Page 113

108 BRDFMP1 92782

City of Las Vegas
Department of Planning
495 South Main Street
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



RECEIVED
APR 06 2021
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 make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
Planning Commission Meeting of **04/13/2021**

20-0344
12504612066
MENDOZA ERNIE E JR & MISTY L
7910 BEAVER MOUNTAIN AVE
LAS VEGAS NV 89131-1556

35 BRDFNP1 89131

29 P
(a-b)

Form Name:	Planning Application Comments 2021
Submission Time:	April 12, 2021 3:19 pm
Browser:	Chrome 88.0.4324.150 / OS X
IP Address:	98.164.178.86
Unique ID:	791411456
Location:	36.111301422119, -115.27909851074

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Kathy Thompson
Residential or Business Address	6560 RACEL ST LAS VEGAS, NV 89131
Phone	(951) 283-1512
Email	realtorcat88@yahoo.com
Comments	We STRONGLY oppose a new development of tract homes with SMALL lots in the heart of an area that was designated as horse property with a minimum of 1/2 acre lots. As equestrians, we are finding it more and more difficult to house our beloved horses and ride them as well. This builder should not be allowed to build anything smaller than 1/2 acre and single-story only. Can we just have this TINY spot in Las Vegas for a community for horse lovers? Please do not allow this. Thank You, Clif Smith and Kathy Thompson

Submitted at Planning Commission

Date 4/13/2021 Item 29 (a-b)

E-comments

Form Name:	Planning Application Comments 2021
Submission Time:	April 6, 2021 6:10 pm
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.153.41
Unique ID:	788958894
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Leonora May Consoli
Residential or Business Address	8845 Sherwood Park Dr Las Vegas, NV 89131
Phone	(408) 398-9036
Email	lconsoli@gmail.com
Comments	There are too many new housing projects around the area that have not sold. Due to Covid 19 closures and loss of jobs foreclosures on homes are imminent. People cannot not afford to buy homes. New housing will impact the traffic and wildlife. Another concern is the impact on the water shortage due to drought (climate change) and increase housing. Parks are needed more than new housing.

Form Name:	Planning Application Comments 2021
Submission Time:	April 10, 2021 12:09 pm
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.155.3
Unique ID:	790605437
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Harriet Urlaub
Residential or Business Address	7144 Crescentville Avenue Las Vegas, NV 89131
Phone	(702) 485-1323
Email	dmu7@cox.net
Comments	Development will have a negative impact on the Tule Springs Fossil Beds National Monument.

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 10:23 am
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	169.241.60.89
Unique ID:	791817808
Location:	36.174999237061, -115.13719940186

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	K. Lenise Dudman
Residential or Business Address	7160 Crescentville Ave. Las Vegas, NV 89131
Phone	(702) 241-6617
Email	lenisedudman@cox.net
Comments	I am NOT in favor of this land being changed from community development to residential.

Form Name:	Planning Application Comments 2021
Submission Time:	April 11, 2021 5:51 pm
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.153.143
Unique ID:	790925272
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	kimberley evanns
Residential or Business Address	6824 woodland vase ct. las vegas, NV 89131
Phone	(760) 625-6234
Email	gvkimmer@yahoo.com
Comments	We have way to many homes that are built on top of each other. We do not need more. Please do not allow this change.

Form Name:	Planning Application Comments 2021
Submission Time:	April 12, 2021 8:33 am
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.153.143
Unique ID:	791194400
Location:	37.750999450684, -97.821998596191

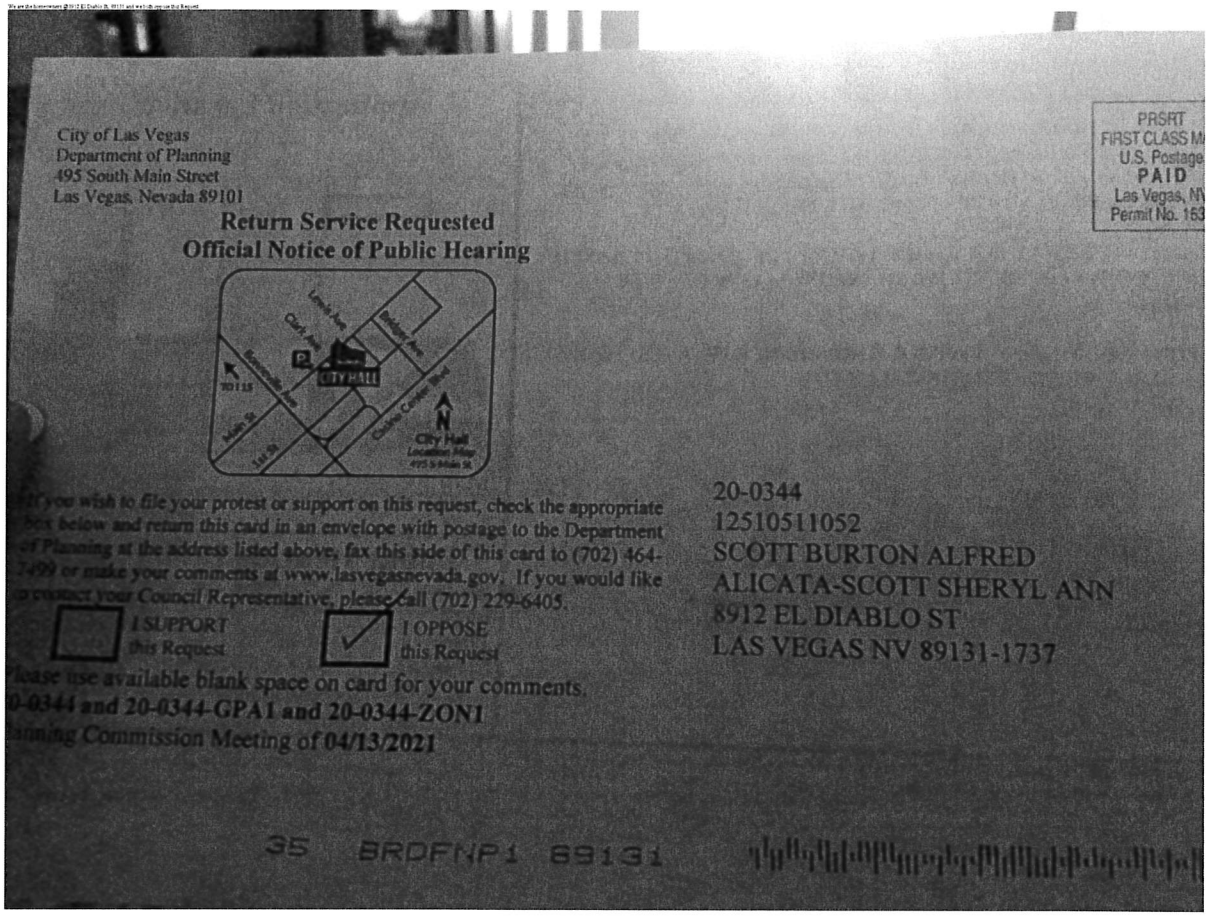
Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	danny evanns
Residential or Business Address	6824 woodland vase ct. las vegas, NV 89131
Phone	(310) 508-0044
Email	linedisc@yahoo.com

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 10:55 am
Browser:	Mozilla rv:11.0 / Windows
IP Address:	71.222.86.56
Unique ID:	791835287
Location:	36.111301422119, -115.27909851074

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Richard Johnston
Residential or Business Address	8941 Sherwood Park Drive Las Vegas, NV 89131

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign in with your City of Las Vegas account credentials.

We are the homeowners @ 8912 El Diablo St. 89131 and would like to oppose this Request.



Sent from my iPad

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 4:13 pm
Browser:	Firefox 87.0 / Windows
IP Address:	72.207.154.213
Unique ID:	791976861
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Bryan Wetherell
Residential or Business Address	8607 Kennedy Heights Court Las Vegas, NV 89131
Phone	(916) 502-1103
Email	wbwetherell@gmail.com

Submitted at Planning Commission

Date: 4/13/2021 Item 29

29

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 7:15 pm
Browser:	Firefox 87.0 / OS X
IP Address:	72.207.153.238
Unique ID:	792208840
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Qaasim Harris
Residential or Business Address	6809 Woodland Vase Ct Las Vegas, NV 89131
Phone	(702) 469-2797
Email	iron450@cox.net

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 5:33 pm
Browser:	Chrome Mobile 89.0.4389.105 / Android
IP Address:	107.77.228.50
Unique ID:	792178952
Location:	34.231300354004, -118.14859771729

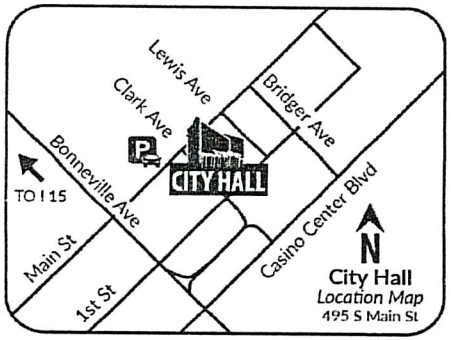
Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Kelli Young
Residential or Business Address	8122 Bear Clan Court Apt, suite, floor, etc. Las Vegas, NV 89131
Phone	(708) 205-5144
Comments	I do not support the smaller housing space. It does not give family to live with privacy.

Las Vegas is Turning into California. all the land developers buying up all the land! SAVE our open Desert!

City of Las Vegas
Department of Planning
495 South Main Street
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



RECEIVED
APR 12 2021
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 make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
Planning Commission Meeting of **04/13/2021**

20-0344
12510511041
LONG AND WINDING ROAD TRUST
KOSS TIMOTHY S & ANITA M TRS
7036 BOCAIRE DR
LAS VEGAS NV 89131-1731

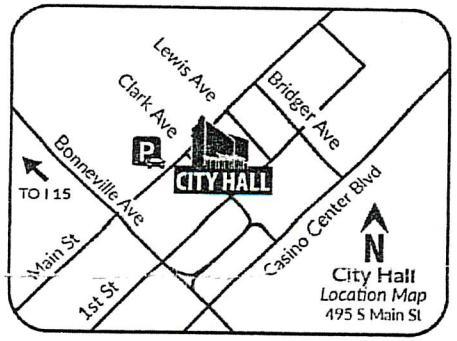
35 BRDFNP1 89131

City Council - Page 1126
Agenda Item #29a-b
PROTEST
04.13.21 PC
Submitted after final agenda

City of Las Vegas
Department of Planning
495 South Main Street
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



RECEIVED
APR 12 2021
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 make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of **04/13/2021**

20-0344
12510515010
WILLIAMS DONNA & MICHAEL
8814 KILLIANS GREEN DR
LAS VEGAS NV 89131-6706

35 BROFNP1 8913I

City Council - Page 127

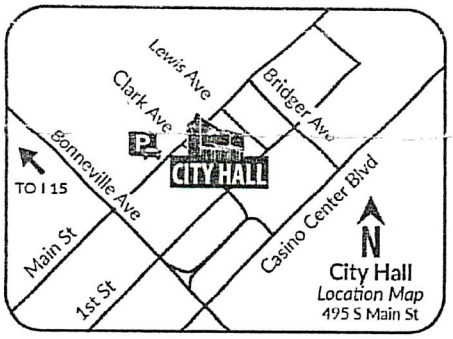
Agenda Item #29a-b
PROTEST
04.13.21 PC

City of Las Vegas
Department of Planning
495 South Main Street
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

RECEIVED
APR 12 2021
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 make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of **04/13/2021**

20-0344
12510511036
MONTOYA LEE & LINDA
8832 COLLIERS CT
LAS VEGAS NV 89131

We oppose

35 BRDFNP1 89131

City Council - Page 1128

Agenda Item #29a-b
PROTEST
04.13.21 PC

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
63a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
20-0344-GPA1 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL)

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	5	Planning Commission Mtg.	1
City Council Meeting	19	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

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.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
63b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
20-0344-ZON1 - ABEYANCE ITEM - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	1
City Council Meeting	19	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

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.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21 2021

Agenda Item No.:
64

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0230 - PUBLIC HEARING - APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC - For possible action on an Appeal of the Approval by the Planning Commission on the following Land Use Entitlement project requests on 2.79 acres at the northeast corner of Oso Blanca Road and Durango Drive (APN 125-17-703-001), T-C (Town Center) Zone [SC (Service Commercial) Town Center Special Land Use Designation], Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

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 (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Appeal Documentation
2. Location and Aerial Maps
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Submitted after Final Agenda – Abeyance Request Letter Submitted by Anthony Celeste and Protest Postcard
8. Backup Submitted for the June 8, 2021 Planning Commission Meeting

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

STAVROS S. ANTHONY
Mayor Pro Tem

MICHELE FIORE
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

JORGE CERVANTES
City Manager

OFFICE OF THE
CITY CLERK

LUANN D. HOLMES
CITY CLERK

June 21, 2021

Mr. Marc Andre Bolduc, P.E.
Durango MB Partners LLC
11411 Southern Highlands Parkway #300
Las Vegas, Nevada 89141

RE: Planning Commission Appeal Confirmation
21-0230-SUP1 and 21-0230-SDR1

Dear Mr. Bolduc:

The City of Las Vegas has received your request for appeal to the Planning Commission decision on June 8, 2021. The notification fee of $1,000 ($500 per application for 21-0230-SUP1 and 21-0230-SDR1) has been collected, and the items are scheduled to be heard at the July 21, 2021 City Council Meeting. You will also receive a postcard confirming this date.

Please contact the City Clerk's Office at 702-229-6311 or the Planning Department at 702-229-6301 in the event you have any questions.

Sincerely,

Stacey L Campbell

for **LUANN D. HOLMES, MMC**
City Clerk

/cl

cc: Planning Department

Mr. Lenny Badger
Northwest 95, LLC
1635 Village Center Circle, Ste. 100
Las Vegas, Nevada 89134

Mr. Jon Williams
SAFStor Real Estate Co, LLC
444 Seabreeze Blvd., Ste. 840
Daytona, FL 32118

Mr. Tony Celeste
Kaempfer Crowell
1980 Festival Plaza Drive, Ste. 650
Las Vegas, Nevada 89135

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

cityoflasvegas
lasvegasnevada.gov

June 17, 2021

RE: APPEAL of Project 21-0230 SUP and SDR for Mini Storage at Oso Blanco and Durango

(APN 125-17-703-001)

To Whom It May Concern:

This letter is written to Appeal the Subject Mini Storage Project (21-0230) recently approved by the City of Las Vegas. A copy of the 13-page application packet for 21-0230 is attached with this letter. We were not noticed of the Subject Project and the pending Special Use Permit (SUP) and Site Development Review (SDR) and only became aware of the proposal after the hearing.

The Subject Project (21-0230) appears to restrict or limit the access to APN 125-17-703-002 from Oso Blanco. We own APN 125-17-703-002 and have in place cross access easements as well as utility easements. Not only does the mini storage restrict access to our property it also may also affect our utilities.

Please Appeal 21-0230 and inform us of the process and timing of the Appeal. If you have any questions or need any additional information, please call me at 702-210-5840.

Thank you.

Marc Andre Bolduc, P.E.
Manager, Durango MB Partners LLC

RECEIVED
CITY CLERK
2021 JUN 17 P 3:59

Durango MB Partners, LLC
11411 Southern Highlands Parkway #300
Las Vegas, NV 89141

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
6/17/2021

TO:	FROM:
DEPARTMENT OF PLANNING	CITY CLERK
SUBJECT:	**COPIES TO:**
APPEAL OR CITY COUNCIL REVIEW INFORMATION ON PLANNING COMMISSION ACTIONS	

This is to certify that the following action relative to the Planning Commission decision on the application of:

FILE NO.: **21-0230-SUP1 AND 21-0230-SDR1**

APPLICANT: APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC

WARD: **Ward 6 (Fiore)**

Appeal by applicant or any other aggrieved person: (Yes) No

Review requested by City Council: Yes (No)

6/17/2021
DATE

DEPUTY CITY CLERK

PLANNING AND DEVELOPMENT DEPARTMENT INFORMATION:

Date of Planning Commission Action — **June 8, 2021**

Last day for filing an appeal by applicant or any other aggrieved person. (Appeal period is 10 days after the date of the PC decision). — **June 21, 2021**

Last day for a review being requested by the City Council. (Review period is 10 days after the date of the PC decision.) — **June 21, 2021**

Set date: 7/7/2021
council date: 7/21/2021

CITY OF LAS VEGAS
DEPARTMENT OF FINANCE

Operator ID: BSOBANSKI
Transaction: 389147
Reference #: APPEAL FEE

Today's Date: 06/17/2021 4:29:53 PM
Posting Date: 06/17/2021

Account Description	Account Number		Amount Due
GENERAL FUND.Meeting Management.Miscellaneous Fees.Meeting Services	100000.04401.270100.C21000.000.000	$	1,000.00
	Total Amount Due	$	**1,000.00**

Method of Payment	Number	Authorization			Amount Paid
Visa/MC/ATM	0119	002390		$	1,000.00
			Tendered	$	**1,000.00**
			Change	$	**.00**

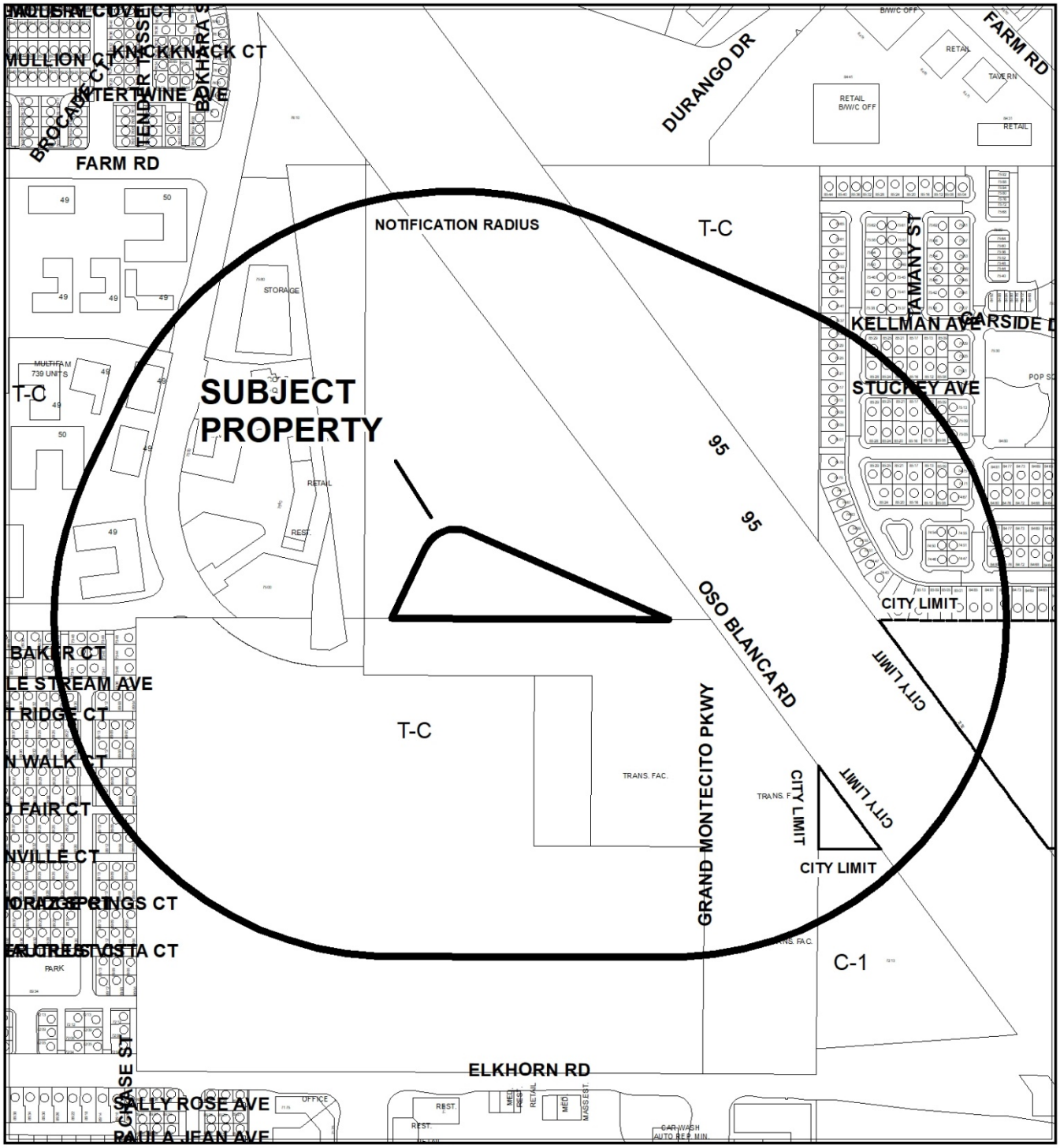
Customer Information:

MARC BOLDUC
DURANGO MB PARTNERS LLC

Comments:

APPEAL OF PROJECT 21-0230 SUP AND SDR
FOR MINI STORAGE AT OSO BLANCO AND
DURANGO (APN 125-17-703-001)

$500 SUP FEE
$500 SDR FEE
TOTAL PAID $1000



CASE: **21-0230**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE [SC (SERVICE COMMERCIAL)\ TOWN CENTER SPECIAL LAND USE DESIGNATION]



0 337.5 675 Feet

CASE: **21-0230**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE [SC (SERVICE COMMERCIAL)\ TOWN CENTER SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0230-SUP1	Staff recommends APPROVAL, subject to conditions:	21-0230-SDR1
21-0230-SDR1	Staff recommends APPROVAL, subject to conditions:	21-0230-SUP1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 57

NOTICES MAILED 136 (By City Clerk)

PROTESTS 1

APPROVALS 0

CS

** CONDITIONS **

21-0230-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under Town Center Development Standards Manual for a Mini-Storage Facility use, except as amended by condition herein.

2. Approval of and conformance to the Conditions of Approval Site Development Plan Review (21-0230-SDR1) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0230-SDR1 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (21-0230-SUP1) 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 development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 04/15/21, except as amended by conditions herein.

4. A Waiver from the Town Center Development Standards Manual is hereby approved, to allow a three-story building where two stories is the maximum allowed.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. 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, which 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.

8. 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.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. Access to this site shall be through Bureau of Land Management (BLM) Right-of-Way Grant N-73902A&B. The applicant shall obtain rights for utility service not provided through City of Las Vegas BLM grants or verify that separate grants exists prior to issuance of permits. BLM rights granted to the City of Las Vegas may only be used for the express purpose of such grants.

11. Contact the Regional Transportation Commission (RTC) [Brij Gulati - 702-676-1734] to coordinate construction of this site with RTC projects such as the proposed "Park and Ride" located between this site and Oso Blanca Road. Provide written proof of such coordination concurrent with submittal of any construction plans.

12. This site shall connect to the public sewer located at the intersection of Oso Blanca Road and Grand Montecito Parkway. Ensure the City of Las Vegas has legal access to both onsite and offsite public sewer lines.

13. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for this Site Plan Prior to submittal of construction drawings for this site.

14. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits 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

This is a Site Development Plan Review and Special Use Permit request for a proposed Mini-Storage development generally located at the northeast corner of Oso Blanca Road and Durango Drive.

ISSUES

- A Mini-Storage Facility use is permitted in the T-C (Town Center) Zone [SC-TC (Service Commercial) Town Center Special Land Use Designation] with the approval of a Special Use Permit. Staff supports the request.
- A Waiver is requested to allow a three-story building where two stories is the maximum height allowed. Staff supports the request.

ANALYSIS

The subject undeveloped parcel is zoned T-C (Town Center) with an SC-TC (Service Commercial) Town Center Special Land Use Designation. The site abuts a US 95 off-ramp to the north and is accessed via a BLM Grant easement off Oso Blanca Road. Site development is subject to the Town Center Development Standards Manual (TCDSM). Where the TCDSM is silent (such as for perimeter landscape buffers), LVMC Title 19 applies. The applicant proposes to develop the site with a three-story, 101,850 square-foot, 794-unit Mini-Storage Facility.

The Town Center Development Standards Manual does not offer a definition for the Mini-Storage Facility use. Per Title 19, a Mini-Storage Facility use is defined as, “A facility with enclosed storage space, divided into separate compartments no larger than 500 square feet in size, which is provided for use by individuals to store personal items or by businesses to store materials for operation of a business establishment.” The proposed development adheres to this definition as 794 units are proposed to be offered ranging in size from 25 square feet to 300 square feet.

<u>Mini-Storage Facility Minimum (TCDSM) Special Use Permit Requirements</u>:

a) No more than one manager or security residence shall be permitted.
This requirement is met, as the floor plan depicts one security office on the first floor.

b) Within the Main Street District, all storage facilities shall be located above the ground floor and no outdoor storage of any kind shall be permitted.
This requirement is not applicable as the site is not located within the Main Street District.

c) No business shall be conducted from or within a mini-warehouse facility.
This requirement is met as no business is proposed to be conducted from or within a mini-warehouse facility.

d) Retail sales of stored items on the premises is prohibited.
This requirement is met as no retail sales of stored items on premise is proposed.

e) The commercial repair of motor vehicles, boats, trailers and other like vehicles shall be prohibited.
This requirement is met as no commercial repair of motor vehicles, boats, trailers or other like vehicles is proposed.

f) The operation of spray painting equipment, power tools, welding equipment or other similar equipment shall be prohibited.
This requirement is met as no operation of spray painting equipment, power tools, welding equipment or other similar equipment is proposed.

g) The production, fabrication or assembly of products shall be prohibited.
This requirement is met as no production, fabrication or assembly of products is proposed.

h) Within the Employment Center District, the rental of single unit trucks and small utility trailers shall be permitted as an accessory use to a mini-warehouse use, provided the business is conducted out of the same office as that of the mini-warehouse facility. No trucks or trailers shall be displayed in public view and the combined total of all trucks and trailers stored on the site shall not exceed a ratio of two trucks or trailers for each 100 storage units. On-site parking shall be provided for each rental vehicle in excess of the number required for the mini-warehouse complex.

This requirement is not applicable as the site is not located within the Employment Center District.

i) Within the Employment Center District, truck and trailer storage may be permitted when screened from the street and adjacent property by exterior walls.
This requirement is not applicable as the site is not located within the Employment Center District.

j) All storage shall be within an enclosed building except for the storage of recreational vehicles, which shall be completely screened from view from surrounding properties and abutting streets by exterior walls.
This requirement is met as no outdoor storage is proposed.

k) Within the Town Center, all exterior walls of the mini-warehouse facilities shall be constructed with a facade so as to appear as an office or retail facility.
This requirement is met as the submitted elevations depict architectural enhancements including faux storefront windows and varying stone veneer and pre-finished aluminum metal finishes giving the building an office appearance.

The submitted site plan depicts a Mini-Storage development with no direct access to the right-of-way. The proposed development is located on an irregularly shaped parcel of land that must be accessed through the adjacent parcel to the south. The applicant has provided supplemental documentation which notes there are two existing BLM right-of-way grants to the City. One right-of-way grant is between Oso Blanca and the southern property line of the site (recorded at 20020904) and the second right-of-way grant is at the southeast edge of the site (recorded at 20090122). The Department of Public Works has added conditions regarding utility service and coordination with the Regional Transportation Commission (RTC) regarding the future "park and ride" development.

While a Waiver is requested to allow an increased building height, staff finds the request appropriate as the site abuts a US 95 off ramp to the north. The increased height will have no negative impact on the existing commercial development in the surrounding area. Therefore, Staff recommends approval of both entitlement requests, subject to conditions.

FINDINGS (21-0230-SUP1)

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 Mini-Storage Facility use can be conducted in a manner that is harmonious and compatible with the existing commercial land uses in the surrounding area.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

The proposed Mini-Storage development is physically suitable for the type and intensity of the proposed land use. The design is well integrated into the irregular shape of the land parcel.

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.**

   Access to the site would be from Oso Blanca Road via an easement through the property to the south (APN 125-17-801-006). The applicant has submitted supplemental documentation notating two existing BLM right-of-way grants to the City.

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.**

   If approved, the proposed use will be subject to business license and building permit review, which will ensure the protection of the public health, safety and welfare.

5. **The use meets all of the applicable conditions per the Town Center Development Standards Manual.**

   The proposed use meets all minimum requirements for the Mini-Storage Facility use listed within the Town Center Development Standards Manual.

FINDINGS (21-0230-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Mini-Storage Facility would be located on a major thoroughfare adjacent to a freeway and away from residential uses. The development will be near commercial services of similar intensity.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   Aside from a Waiver request to allow a three-story building where two are allowed, all other applicable city plan requirements are met.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site would be from Oso Blanca Road via an easement through the property to the south (APN 125-17-801-006). The applicant has submitted supplemental documentation notating two existing BLM right-of-way grants to the City.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed Mini-Storage development is compatible with the adjacent uses. The building façade features architectural enhancements including faux storefront windows and varying stone veneer and pre-finished aluminum metal finishes giving the building an office appearance. The proposed landscape materials adhere to the Southern Nevada Regional Plant List recommendations.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The submitted building elevations are designed as to appear as an office or retail facility. The aesthetic features are not unsightly, undesirable or obnoxious in appearance.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, the proposed use will be subject to business license and building permit review, which will ensure the protection of the public health, safety and welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/07/98	The City Council approved a Rezoning (Z-0076-98) from U (Undeveloped), R-E (Residence Estates), R-PD7 (Residential Planned Development - 7 Units Per Acre), R-PD11 (Residential Planned Development - 11 Units Per Acre), R-PD13 (Residential Planned Development - 13 Units Per Acre), R-PD18 (Residential Planned Development - 18 Units Per Acre), R-CL (Single Family Compact-Lot), C-1 (Limited Commercial), C-2 (General Commercial), C-V (Civic), and PD (Planned Development) Zones to T-C (Town Center) on 1,468 acres within the area designated "Town Center" on the Northwest Amendment to the General Plan. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/07/04	The City Council approved a request for a Site Development Plan Review (SDR-3795) for a proposed 293,355 square-foot retail center with waivers of the Town Center Development Standards requiring onsite open space features, parking spaces to be set back a minimum of 15 feet from property lines, parking lots to be located away from street frontages and pedestrian walkways to be provided between parking lots and rows of parking spaces on 46.00 acres at the northwest and northeast corners of Severence Lane and Oso Blanca Road and at the northeast corner of Oso Blanca Road and Durango Drive. The Planning Commission and staff recommended approval. The approval expired 04/08/06.
01/05/05	The City Council approved requests for 13 Special Use Permits (SUP-5423, 5424, 5425, 5426, 5427, 5428, 5429, 5430, 5431, 5432, 5433, 5434, and 5435) for various uses within a proposed retail center at the northwest and northeast corners of Severence Lane and Oso Blanca Road and at the northeast corner of Oso Blanca Road and Durango Drive. The Planning Commission and staff recommended approval of all requests. The approvals expired 01/06/07.
09/06/17	The City Council accepted a withdrawal without prejudice request for Site Development Plan Review (SDR-70240) for a proposed two-story, 28,118 square-foot hospital with a waiver to allow a four-foot landscape buffer along a portion of the south project boundary where eight feet is required on a 2.79-acre portion of 15.78 acres at the northeast corner of Oso Blanca Road and Durango Drive. The Planning Commission recommend approval (final action). Planning Staff recommended approval. The item was subsequently appealed to the City Council.
08/14/18	Parcel Map (PMP-71781) was recorded for a Technical Review of a two-lot Parcel Map on 15.78 acres at the northeast corner of Oso Blanca Road and Durango Drive.
06/08/21	The Planning Commission unanimously voted to APPROVE the following Land Use Entitlement project requests on 2.79 acres at the northeast corner of Oso Blanca Road and Durango Drive (APN 125-17-703-001), T-C (Town Center) Zone [SC (Service Commercial) Town Center Special Land Use Designation], Ward 6 (Fiore). **21-0230-SUP1** - SPECIAL USE PERMIT - FOR A PROPOSED MINI-STORAGE FACILITY USE **21-0230-SDR1 -** SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 101,850 SQUARE-FOOT, 794-UNIT MINI-STORAGE FACILITY DEVELOPMENT WITH WAIVERS OF TOWN CENTER DEVELOPMENT STANDARD REQUIREMENTS
06/17/21	The Office of the City Clerk received an Appeal of the Planning Commission's approval for a Land Use Entitlement project request 21-0230, which will be considered by the City Council on July 21, 2021.

Most Recent Change of Ownership	
02/16/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses relevant to development of this site.

Details of Application Request	
Site Area	
Net Acres	2.79

Pre-Application Meeting	
04/13/21	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Mini-Storage development.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/29/21	Staff conducted a routine field check and found an undeveloped lot with desert vegetation. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	2.79

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
North	U.S. 95 Freeway	Right-of-Way	Right-of-Way
South	Transit Passenger Facility (partially undeveloped)	PF-TC (Public Facilities – Town Center)	T-C (Town Center)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	U.S. 95 Freeway	Right-of-Way	Right-of-Way
West	Shopping Center	SC-TC (Service Commercial – Town Center)	T-C (Town Center)

Master and Neighborhood Plan Areas	***Compliance***
Town Center Master Plan	Y
Special Purpose and Overlay Districts	***Compliance***
T-C (Town Center) District	Y
Other Plans or Special Requirements	***Compliance***
Trails (Town Center Parkway Trail – Durango Drive)	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

*Durango Drive is not directly adjacent to the site, and therefore no improvements are necessary as part of this Site Development Plan Review.

DEVELOPMENT STANDARDS

Pursuant to the Town Center Development Standards Manual and Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	121,532 SF	N/A
Min. Lot Width	N/A	520 Feet	N/A
Min. Setbacks			
• Front	15 Feet	44 Feet	Y
• Side	10 Feet	10 Feet	Y
• Rear	20 Feet	30 Feet	Y
Max. Lot Coverage	N/A	27.9%	N/A
Max. Building Height	2 Stories	3 Stories/38 Feet	N*
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

*A Waiver is requested to allow an increased building height.

Pursuant to Title 19.08 and the Town Center Development Standards Manual, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North • South • East • West	 1 Tree / 30 Linear Feet 1 Tree / 20 Linear Feet N/A 1 Tree / 30 Linear Feet	 22 Trees 20 Trees N/A 7 Trees	 22 Trees 20 Trees N/A 8 Trees	 Y Y N/A Y
TOTAL PERIMETER TREES		**59 Trees**	**60 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	5 Trees	8 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East • West	 8 Feet 15 Feet N/A 8 Feet		 8 Feet 15 Feet N/A 8 Feet	 Y Y N/A Y

Open Space – Town Center					
Total Site Acreage	***Required***		***Provided***		***Compliance***
	Percent	***Area***	***Percent***	***Area***	
121,532 SF	20%	24,306 SF	40%	49,861 SF	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Durango Drive	Primary Arterial	Master Plan of Streets and Highways Map/ Town Center Development Standards Manual	137	Y
Oso Blanca Road	Frontage Road Town Center Collector	Master Plan of Streets and Highways Map/ Town Center Development Standards Manual	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	
Mini-Storage Facility	794 units	One per 50 storage units, plus 5 outside the security fence	21				
TOTAL SPACES REQUIRED			21		21		Y
Regular and Handicap Spaces Required			20	1	20	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Buildings are allowed to have a maximum of two stories in the SC-TC district	To allow a three-story building	Approval

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	21-0230
Meeting Date	04/15/2021
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Site Development Plan Review, Special Use Permit, Variance

Project Address (Location) Durango and Oso Blanca

Project Name Oso Blanca Mini Storage **Proposed Use** Mini Storage Facility

Assessor's Parcel #(s) 125-17-703-001 **Ward #** 6

General Plan: Existing SC-TC Proposed SC-TC **Zoning:** Existing TC Proposed TC

Additional Information SDR, SUP and Variance to allow a 3-story mini storage facility

Property Owner Northwest 95, LLC Contact Lenny Badger

Address 1635 Village Center Circle, Suite 100 City Las Vegas State NV Zip 89134

E-mail lbadger@fcglv.com Phone 702-242-4949

Applicant SAFStor Real Estate Co, LLC Contact Jon Williams

Address 444 Seabreeze Blvd., Suite 840 City Daytona State FL Zip 32118

E-mail jwilliams@waengineering.com Phone 706-310-0400

Representative Kaempfer Crowell Contact Tony Celeste

Address 1980 Festival Plaza Drive, Suite 650 City Las Vegas State NV Zip 89135

E-mail AJC@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 Thomas J. DeVore

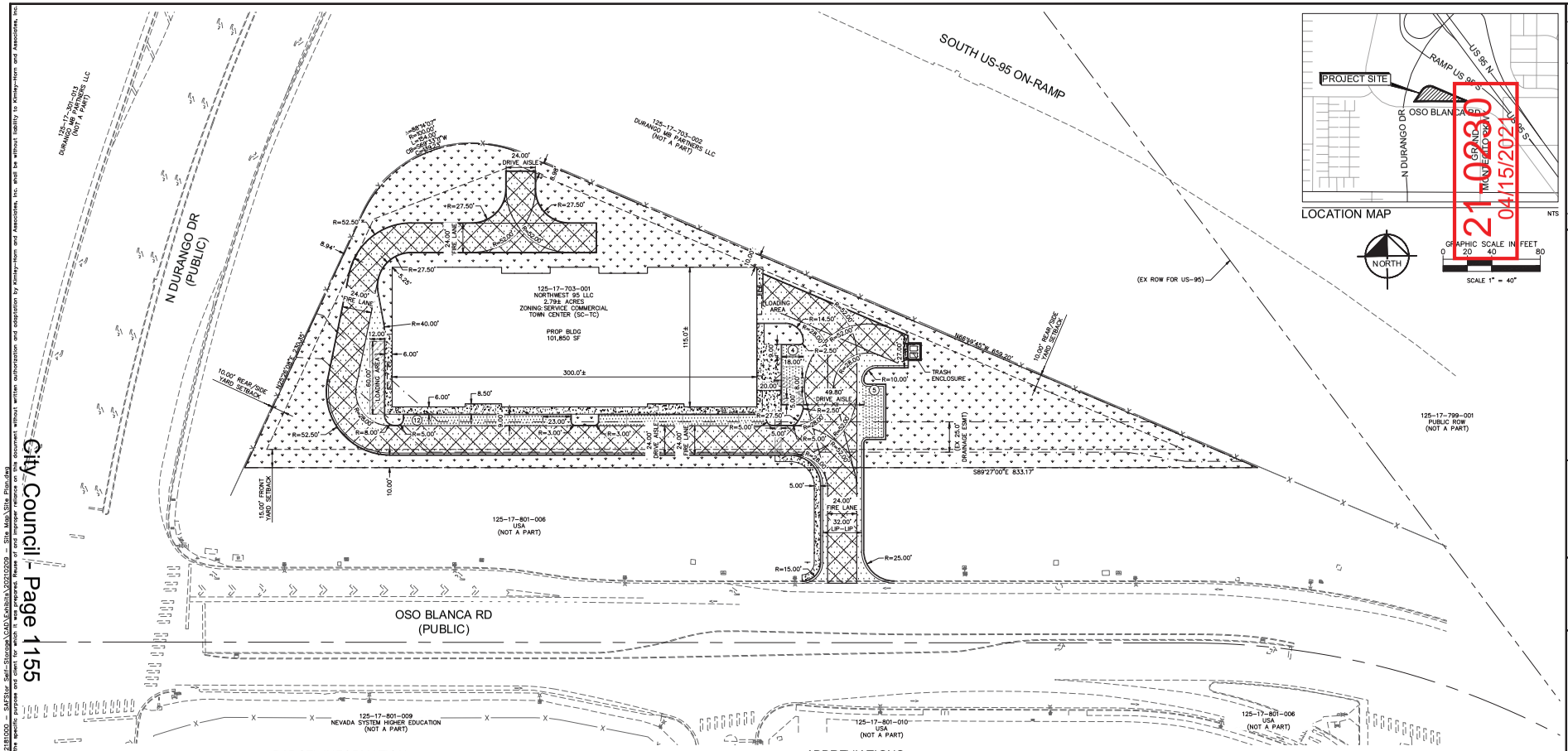
Subscribed and sworn before me

This 7th day of April, 20 21

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
A. STEWART
Appt. No. 00-64522-1
My Appt Expires Jan. 13, 2023



LEGEND

- STREET CENTERLINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- EXISTING WALL
- EXISTING BUILDING
- PROPOSED BUILDING
- EXISTING CURB & GUTTER
- EXISTING CURB
- EXISTING SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED CURB
- PROPOSED SIDEWALK
- EXISTING PARKING STRIPING
- PROPOSED PARKING STRIPING
- FLOW LINE
- PROPOSED FENCE
- PROPOSED SIGN
- PROPOSED ADA PARKING
- PROPOSED SIDEWALK DRAIN
- PROPOSED DOOR

PARCEL INFORMATION

SUBJECT PARCELS: 125-170703-001
GROSS LOT SIZE: ±2.79 AC
ZONING: TOWN CENTER DISTRICT – SERVICE COMMERCIAL (SC-TC)

PARKING SUMMARY

	PARKING REQUIRED	PARKING PROVIDED
STANDARD	20	20
ACCESSIBLE	1	1
TOTAL	21	21

TITLE 19 PARKING REQUIREMENTS

1 SPACE PER 50 STORAGE UNITS, PLUS 5 SPACES OUTSIDE OF THE SECURITY FENCE

PLAN NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL RADII TO BE BACK OF CURB UNLESS OTHERWISE NOTED OR LABELED ON PLANS.

CONSULTANT INFO

OWNER
COMPANY: NORTHWEST 95 LLC
ADDRESS: 2230 N BUFFALO #204
LAS VEGAS, NV 89129

CIVIL ENGINEER
NAME: MARIANNA HUNNICUTT
COMPANY: KIMLEY-HORN
ADDRESS: 6671 LAS VEGAS BLVD S, SUITE 320
LAS VEGAS, NV 89119
TEL: (702) 862-3631
EMAIL: MARIANNA.HUNNICUTT@KIMLEY-HORN.COM

DEVELOPER
NAME: ANDY KIKER
COMPANY: W&A ENGINEERING
ADDRESS: 355 ONETA ST, SUITE D100
ATHENS, GA 30601
TEL: (762) 728-9175
EMAIL: AKIKER@WAENGINEERING.COM

ARCHITECT
NAME: PHILIP ARGO
COMPANY: W&A ENGINEERING
ADDRESS: 355 ONETA ST, SUITE D100
ATHENS, GA 30601
TEL: (762) 728-9162
EMAIL: PARGO@WAENGINEERING.COM

PROJECT TABULATIONS:

PARCEL AREA	2.79 AC
% COVERED BY BLDG	27.9%
PARKING TOTAL	16
BLDG AREA	101,850 SF
BLDG AREA PER FLOOR	LEVEL 1: 33,950 SF LEVEL 2: 33,950 SF LEVEL 3: 33,950 SF
LANDSCAPE (SF)	49,861 SF
LANDSCAPE (%)	40.9%

ABBREVIATIONS

BC	BACK OF CURB
BLDG	BUILDING
CONC	CONCRETE
ESMT	EASEMENT
EX	EXISTING
LS	LANDSCAPE
PROP	PROPOSED
ROW	RIGHT-OF-WAY
SWLK	SIDEWALK
TYP	TYPICAL

FIRE LANE LEGEND

PROPOSED FIRE LANE

Call before you dig 811 or 1-800-227-2600
FAST Call before you UnderGround 1-702-432-5300
ARE THERE POWER LINES? CALL BEFORE YOU OVERHEAD 1-702-227-2929

Kimley»Horn
© 2021 KIMLEY-HORN AND ASSOCIATES, INC.
6671 LAS VEGAS BLVD S, SUITE 320, LAS VEGAS, NV 89119
PHONE: 702-862-3600
WWW.KIMLEY-HORN.COM

No.	REVISIONS	DATE	BY

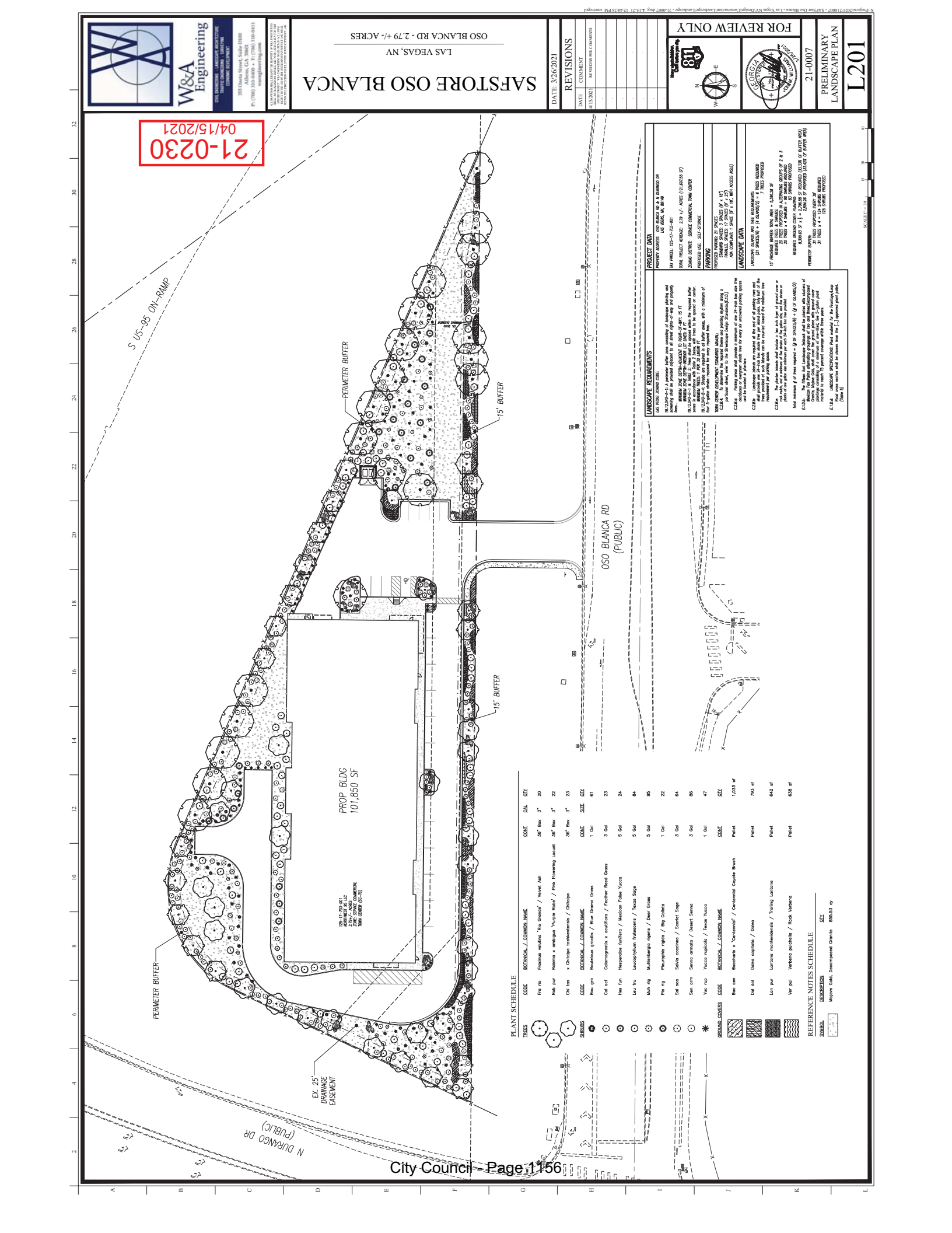
KHA PROJECT 192181000
DATE 04/14/2021
SCALE AS SHOWN
DESIGNED BY TNS
DRAWN BY TNS
CHECKED BY MH

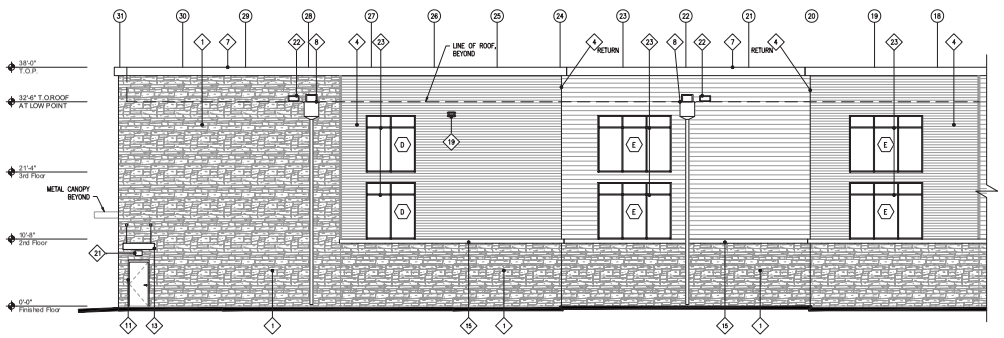
PRELIMINARY SITE PLAN

SAFSTOR
PREPARED FOR
W&A ENGINEERING
CITY OF LAS VEGAS NEVADA

SHEET NUMBER
SP-1

Plotted By: Hunnicutt, Marianna Sheet Set: Kha Layout: KHA April 14, 2021 07:29:20am K:\LAV_Civil\192181000 – SAFStor Self-Storage\CAD\Exhibits\20210209 – Site Map\Site Plan.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

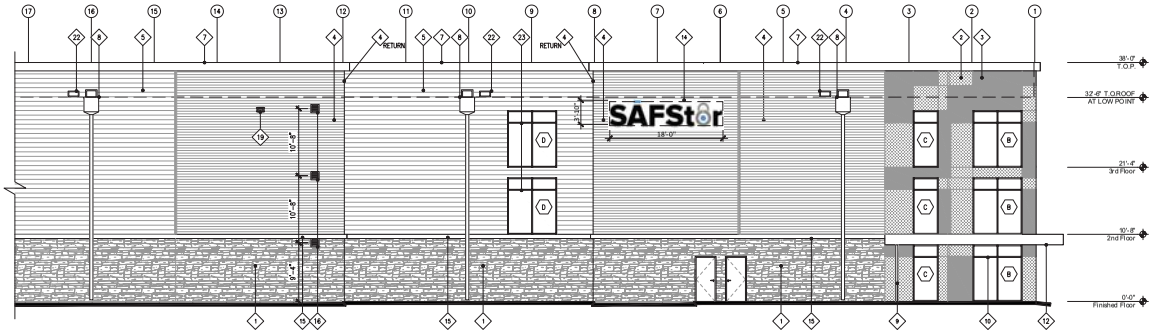

21-0230
04/15/2021
SAFSTORE OSO BLANCA
LAS VEGAS, NV
OSO BLANCA RD - 2.79 +/- ACRES
DATE: 3/26/2021
REVISIONS
DATE COMMENT
4/15/2021 REVISIONS PER COMMENTS
FOR REVIEW ONLY
21-0007
PRELIMINARY LANDSCAPE PLAN
L201
W&A Engineering
S US-95 ON-RAMP
PERIMETER BUFFER
15' BUFFER
PROP BLDG 101,850 SF
OSO BLANCA RD (PUBLIC)
N DURANGO DR (PUBLIC)
EX. 25' DRAINAGE EASEMENT
125-17-703-001 NORTHWEST RE LLC 2.79 +/- ACRES ZONE: SERVICE COMMERCIAL TOWN CENTER (SC-TC)
PLANT SCHEDULE
REFERENCE NOTES SCHEDULE
PROJECT DATA
LANDSCAPE REQUIREMENTS
LANDSCAPE DATA
PARKING
SCALE 1" = 30'

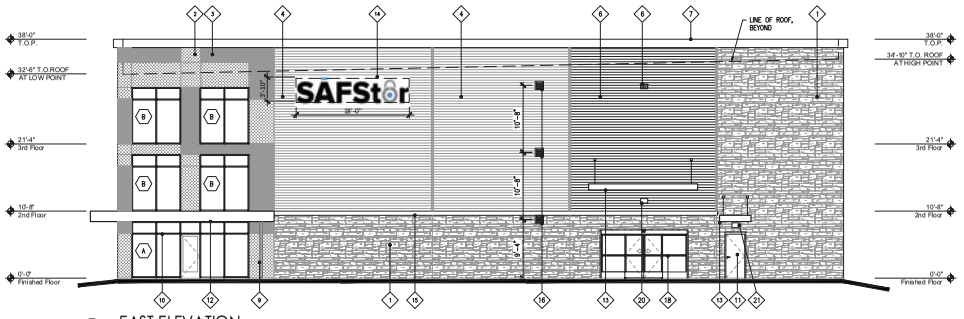


1 SOUTH ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH LEGEND	
KEY VALUE	KEYNOTE TEXT
1	ADHERED MANUFACTURED STONE VENEER - VENEERSTONE INC, IMPERIAL STACK, GRAPHITE.
2	ARCHITECTURAL METAL PANEL - ALPOLIC POWDER-COATED RTB BLUE (LIGHT BLUE).
3	ARCHITECTURAL METAL PANEL - ALPOLIC POWDER-COATED AUB BLUE (DARK BLUE).
4	ARCHITECTURAL METAL PANEL - MBCI, INC., MASTERLINE 16 (NARROW PROFILE), TUNDRA (LIGHT GRAY).
5	ARCHITECTURAL METAL PANEL - MBCI, INC., SHADOW RIB (WIDE PROFILE), TUNDRA (LIGHT GRAY).
6	ARCHITECTURAL METAL PANEL - MBCI, INC., MASTERLINE 16 (NARROW PROFILE), CHARCOAL GRAY (DARK GRAY).
7	PRE-FINISHED ALUMINUM COPING TO MATCH CHARCOAL GRAY (DARK GRAY) PANELS.
8	PRE-FINISHED ALUMINUM COLLECTOR BOX & DOWNSPOUT TO MATCH CHARCOAL GRAY (DARK GRAY) PANELS.
9	PRE-FINISHED ALUMINUM DOWNSPOUT TO MATCH ALPOLIC AUB BLUE (DARK BLUE) PANELS PER CANOPY MANUFACTURER'S REQUIREMENTS.
10	ALUMINUM STOREFRONT SYSTEM. - (MILL FINISH)*
11	SERVICE DOOR - PAINT TO MATCH ADJACENT MATERIAL COLOR.
12	PRE-FINISHED ALUMINUM CANOPY SYSTEM TO MATCH ALPOLIC AUB BLUE (DARK BLUE) PANELS.
13	PRE-FINISHED ALUMINUM CANOPY SYSTEM TO MATCH CHARCOAL GRAY (DARK GRAY) PANELS AT LOADING DOCK AND SERVICE DOORS.
14	SIGNAGE - UNDER SEPARATE CONTRACT.
15	PRE-FINISHED ALUMINUM BREAK METAL TO MATCH CHARCOAL GRAY PANELS.
16	PRE-FINISHED LOUVERS - TUNDRA OR CHARCOAL GRAY (CONTRAST WITH ADJACENT BUILDING MATERIAL). LOUVERS IN STONE TO MATCH COLOR OF VERTICAL ROW OF LOUVERS ABOVE. (SEE MECHANICAL)
17	PRE-FINISHED LOUVERS - TUNDRA OR CHARCOAL GRAY (MATCH WITH ADJACENT BUILDING MATERIAL). - (SEE MECHANICAL)
18	BIPART DOOR SYSTEM. - (MILL FINISH)*
19	WALL PACK LIGHT - INSTALLED @ 30' A.F.F. TO CENTERLINE OF FIXTURE
20	WALL PACK LIGHT - INSTALLED @ 12'-3" A.F.F. TO CENTERLINE OF FIXTURE
21	WALL PACK LIGHT - INSTALLED @ 8'-3" A.F.F. TO CENTERLINE OF FIXTURE
22	8" HI X 24" WIDE SECONDARY SCUPPER. REF. DETAIL 5/A5.03
23	FAUX WINDOW

* REFER TO SHEET A5.01 FOR ADDITIONAL DOOR AND WINDOW ELEVATION INFORMATION.





2 EAST ELEVATION
1/8" = 1'-0"

GENERAL NOTES:

A. ADDRESS TEXT SHALL BE 12" HIGH. NUMBERS TO BE PAINTED IN CONTRASTING COLOR TO THE COLOR OF THE WALL ON WHICH THEY ARE MOUNTED. ALL NUMBERS MUST BE VISIBLE FROM ALL STREET FRONTAGES.
B. ALL SIGNAGE UNDER SEPARATE PERMIT.
C. ALL METAL COPING TO BE PREPAINTED

KEYED NOTES:

X FINISH TAG
X WINDOW TAG
X COLUMN BUBBLE

21-0230
04/15/2021

IP LLC
ARCHITECTURE
ENGINEERING
INTERIOR DISIGN
PROJECT MANAGEMENT

DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
GREG NIBLOCK, ARCHITECT
MATTHEW WISZ, ARCHITECT

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:

THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

SAFSTOR

NO. DATE REMARKS
REVISIONS:

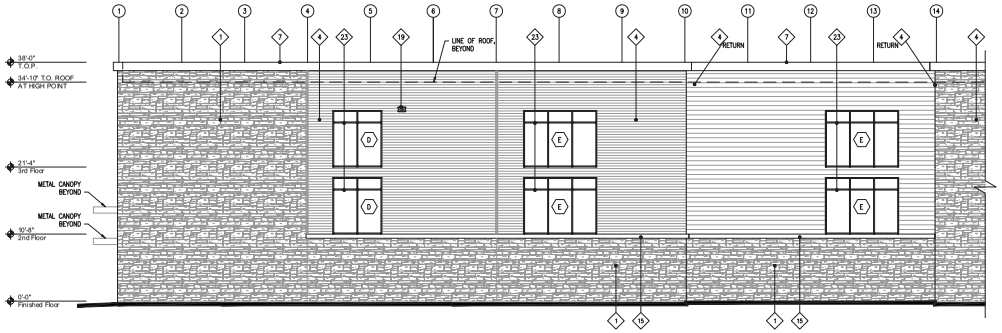
SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-2.01
WEST AND SOUTH ELEVATIONS

CHECKED: TG DRAWN: DS

COPYRIGHT © IP LLC. ALL RIGHTS RESERVED. THESE DRAWINGS & DESIGNS ARE AND SHALL REMAIN THE PROPERTY OF IP LLC. NO PART OF THE CONTENTS MAY BE COPIED, REPRODUCED, DISCLOSED, CHANGED OR INCORPORATED IN ANY MANNER WHATSOEVER WITHOUT THE PRIOR WRITTEN PERMISSION OF IP LLC. IN THE EVENT OF UNAUTHORIZED REVISION TO OR REUSE OF THESE PLANS, IP LLC WILL HOLD THE AUTHOR OF SUCH REVISION OR REUSE RESPONSIBLE FOR ANY AND ALL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ATTORNEY'S FEES AND COSTS ARISING FROM OR RELATED TO SUCH REVISION OR REUSE.

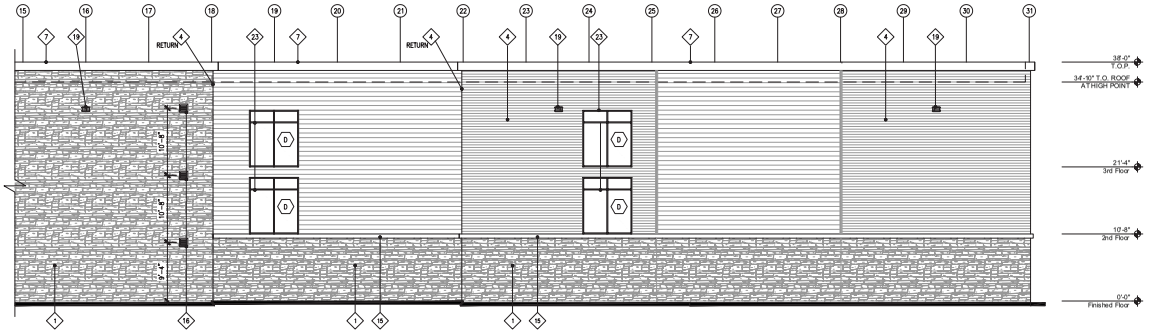


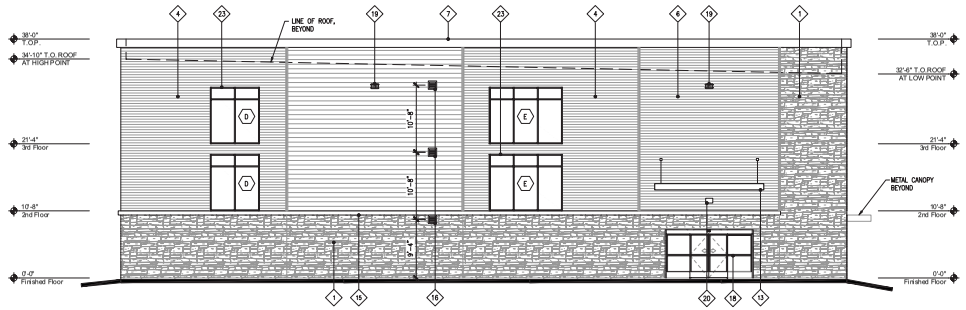
1 NORTH ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH LEGEND	
KEY VALUE	KEYNOTE TEXT
1	ADHERED MANUFACTURED STONE VENEER - VENEERSTONE INC, IMPERIAL STACK, GRAPHITE.
2	ARCHITECTURAL METAL PANEL - ALPOLIC POWDER-COATED RTB BLUE (LIGHT BLUE).
3	ARCHITECTURAL METAL PANEL - ALPOLIC POWDER-COATED AUB BLUE (DARK BLUE).
4	ARCHITECTURAL METAL PANEL - MBCI, INC., MASTERLINE 16 (NARROW PROFILE), TUNDRA (LIGHT GRAY).
5	ARCHITECTURAL METAL PANEL - MBCI, INC., SHADOW RIB (WIDE PROFILE), TUNDRA (LIGHT GRAY).
6	ARCHITECTURAL METAL PANEL - MBCI, INC., MASTERLINE 16 (NARROW PROFILE), CHARCOAL GRAY (DARK GRAY).
7	PRE-FINISHED ALUMINUM COPING TO MATCH CHARCOAL GRAY (DARK GRAY) PANELS.
8	PRE-FINISHED ALUMINUM COLLECTOR BOX & DOWNSPOUT TO MATCH CHARCOAL GRAY (DARK GRAY) PANELS.
9	PRE-FINISHED ALUMINUM DOWNSPOUT TO MATCH ALPOLIC AUB BLUE (DARK BLUE) PANELS PER CANOPY MANUFACTURER'S REQUIREMENTS.
10	ALUMINUM STOREFRONT SYSTEM. - (MILL FINISH)*
11	SERVICE DOOR - PAINT TO MATCH ADJACENT MATERIAL COLOR.
12	PRE-FINISHED ALUMINUM CANOPY SYSTEM TO MATCH ALPOLIC AUB BLUE (DARK BLUE) PANELS.
13	PRE-FINISHED ALUMINUM CANOPY SYSTEM TO MATCH CHARCOAL GRAY (DARK GRAY) PANELS AT LOADING DOCK AND SERVICE DOORS.
14	SIGNAGE - UNDER SEPARATE CONTRACT.
15	PRE-FINISHED ALUMINUM BREAK METAL TO MATCH CHARCOAL GRAY PANELS.
16	PRE-FINISHED LOUVERS - TUNDRA OR CHARCOAL GRAY (CONTRAST WITH ADJACENT BUILDING MATERIAL). LOUVERS IN STONE TO MATCH COLOR OF VERTICAL ROW OF LOUVERS ABOVE. (SEE MECHANICAL)
17	PRE-FINISHED LOUVERS - TUNDRA OR CHARCOAL GRAY (MATCH WITH ADJACENT BUILDING MATERIAL). (SEE MECHANICAL)
18	BIPART DOOR SYSTEM. - (MILL FINISH)*
19	WALL PACK LIGHT - INSTALLED @ 30' A.F.F. TO CENTERLINE OF FIXTURE
20	WALL PACK LIGHT - INSTALLED @ 12'-3" A.F.F. TO CENTERLINE OF FIXTURE
21	WALL PACK LIGHT - INSTALLED @ 8'-3" A.F.F. TO CENTERLINE OF FIXTURE
22	8" HI X 24" WIDE SECONDARY SCUPPER. REF. DETAIL 5/A5.03
23	FAUX WINDOW

* REFER TO SHEET A5.01 FOR ADDITIONAL DOOR AND WINDOW ELEVATION INFORMATION.

21-0230
04/15/2021





2 WEST ELEVATION
1/8" = 1'-0"

GENERAL NOTES:

A. ADDRESS TEXT SHALL BE 12" HIGH. NUMBERS TO BE PAINTED IN CONTRASTING COLOR TO THE COLOR OF THE WALL ON WHICH THEY ARE MOUNTED. ALL NUMBERS MUST BE VISIBLE FROM ALL STREET FRONTAGES.
B. ALL SIGNAGE UNDER SEPARATE PERMIT
C. ALL METAL COPING TO BE PREFINISHED

KEYED NOTES:

X FINISH TAG
X WINDOW TAG
X COLUMN BUBBLE

IP LLC
ARCHITECTURE
ENGINEERING
INTERIOR DISIGN
PROJECT MANAGEMENT

DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
GREG NIBLOCK, ARCHITECT
MATTHEW WISZ, ARCHITECT

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA, 32804
PH 407.645.5008
FX 407.629.9124

SEAL:

THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

SAFSTOR

NO DATE REMARKS
REVISIONS:

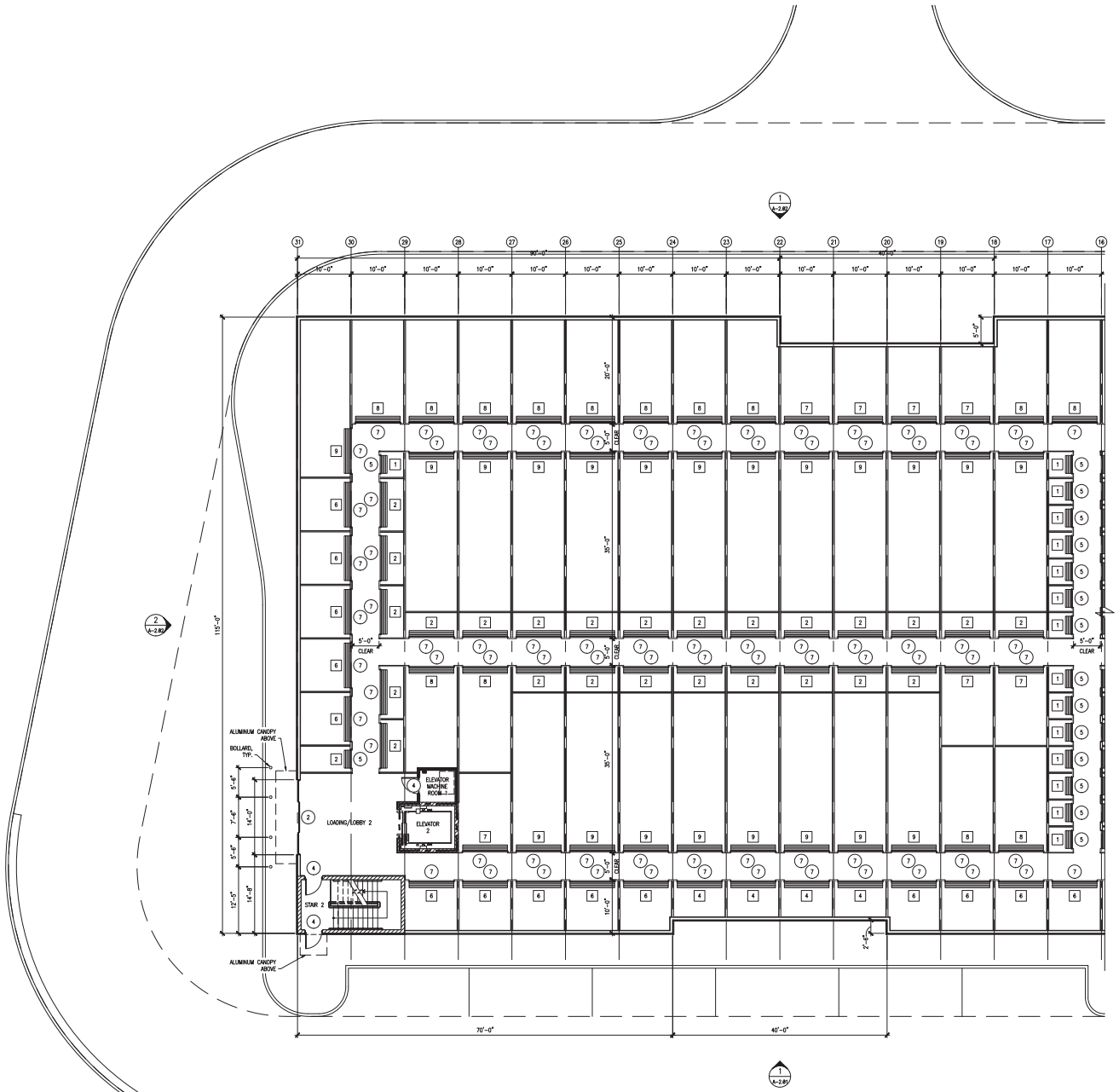
SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-2.02
WEST AND SOUTH ELEVATIONS

CHECKED: TG DRAWN: DS

COPYRIGHT © IP LLC. ALL RIGHTS RESERVED. COPYING OR REPRODUCTION WITHOUT THE EXPRESSED WRITTEN CONSENT FROM IP LLC IS STRICTLY PROHIBITED. THESE DRAWINGS AND SPECIFICATIONS, AND THE IDEAS, DESIGNS AND ARRANGEMENTS REPRESENTED THEREIN, ARE AND SHALL REMAIN THE PROPERTY OF IP LLC. THEY ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF IP LLC. VISUAL CONTACT WITH THESE DRAWINGS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS. DRAWINGS OR REPRODUCTIONS CANNOT BE LOANED, SOLD OR OTHERWISE DISPOSED OF TO THIRD PARTIES.



1 A-2.80 FIRST LEVEL FLOOR PLAN - WEST 1/8" = 1'-0"

NORTH

WALL TYPE GENERAL NOTES:

1. ALL GYP BOARD WALL AND CEILINGS SCHEDULED FOR PAINT OR WALL COVERING SHALL BE CONTRUCTED TO LEVEL FOUR (4) FINISH.
2. ALL WALL TYPES SCHEDULED TO RECEIVE BRACING SHALL BE DIAGONALLY BRACED TO STRUCTURE ABOVE AT 4'-0" O.C. ALTERNATING DIRECTIONS. PROVIDE MINIMUM OF 2 BRACES PER WALL SEGMENT.
3. ALL GYPSUM BOARD WALL TOPS EXPOSED TO VIEW SHALL BE TERMINATED WITH J-BEADS AND MUD.
4. ALL WALLS SHALL RECEIVE FINISHES AND BASES AS PER THE FINISH PLAN AND SCHEDULE.

21-0230
04/15/2021

GENERAL NOTES:

1. DIMENSIONS ARE TO THE FACE OF STUD OR CENTERLINE UNLESS NOTED OTHERWISE.
2. THE OWNER SHALL VERIFY COMPLIANCE WITH THE "AMERICAN WITH DISABILITIES ACT" – A FEDERAL LAW EFFECTIVE 1992 AND INTERNATIONAL BUILDING CODE AND ACCESSIBILITY GUIDELINES.
3. REFER TO SHEET A-5.04 FOR PARTITION TYPES.
4. FIRE SUPPRESSION SYSTEM TO BE A DEFERRED SUBMITTAL. SYSTEM TO MEET ALL APPLICABLE CODES. SUBMIT AND OBTAIN ALL STATE AND LOCAL APPROVALS PRIOR TO INSTALLATION.
5. ALL STAIR AND ELEVATOR CORE WALLS ARE 1-HR RATED.
6. ALL STAIR DOORS TO BE FIRE RATED PER DOOR SCHEDULE.
7. PROVIDE KEYPADS AND CAMERAS AT ALL LOADING AREAS AND ALL EXTERIOR DOOR ACCESS POINTS.
8. SILL SEALER REQUIRED UNDER ALL EXTERIOR WALLS.

KEY NOTES:

X / X.XX — ELEVATION TAG – REFER TO SHEET A-2.01

X — UNIT TYPE TAG

X — DOOR TAG

FIRST LEVEL SF	33,900
OVERALL TOTAL SF	101,700
MERCHANDISE SF	890

NRSF = 76,648
NRSF % = 75.4%

UNIT MIX COUNT SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	117	5X5	2925	04%
2	208	5X10	10400	14%
3	4	7X10	280	<01%
4	61	7.5X10	4575	06%
5	2	7X12	168	<01%
6	188	10X10	18800	24%
7	130	10X15	19500	25%
8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

FIRST FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	24	5X5	600	03%
2	56	5X10	2800	11%
3	-	7X10	-	-
4	8	7.5X10	600	02%
5	-	7X12	-	-
6	23	10X10	2300	09%
7	23	10X15	3450	13%
8	33	10X20	6600	25%
9	32	10X30	9600	37%
SUBTOTAL: 199			25950	100%

ACCESSIBLE UNITS CALCULATIONS:
PER FBC 2017, TABLE 1108.3

TOTAL SPACES IN FACILITY	MINIMUM NUMBER REQUIRED ACCESSIBLE SPACES
1–200	5%, BUT NOT LESS THAN 1
OVER 200	10, PLUS 2% OF TOTAL NUMBER OF UNITS OVER 200

TOTAL NUMBER OF STORAGE UNITS REQUIRED ACCESSIBLE = 22

ACCESSIBLE STORAGE UNITS PROVIDED PER 1ST FLOOR = 8
ACCESSIBLE STORAGE UNITS PROVIDED PER 2ND FLOOR = 7
ACCESSIBLE STORAGE UNITS PROVIDED PER 3RD FLOOR = 7

IP LLC
ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT

DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
GREG NIBLOCK, ARCHITECT
MATTHEW WISZ, ARCHITECT

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:

THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

SAFSTOR

NO. DATE REMARKS
REVISIONS

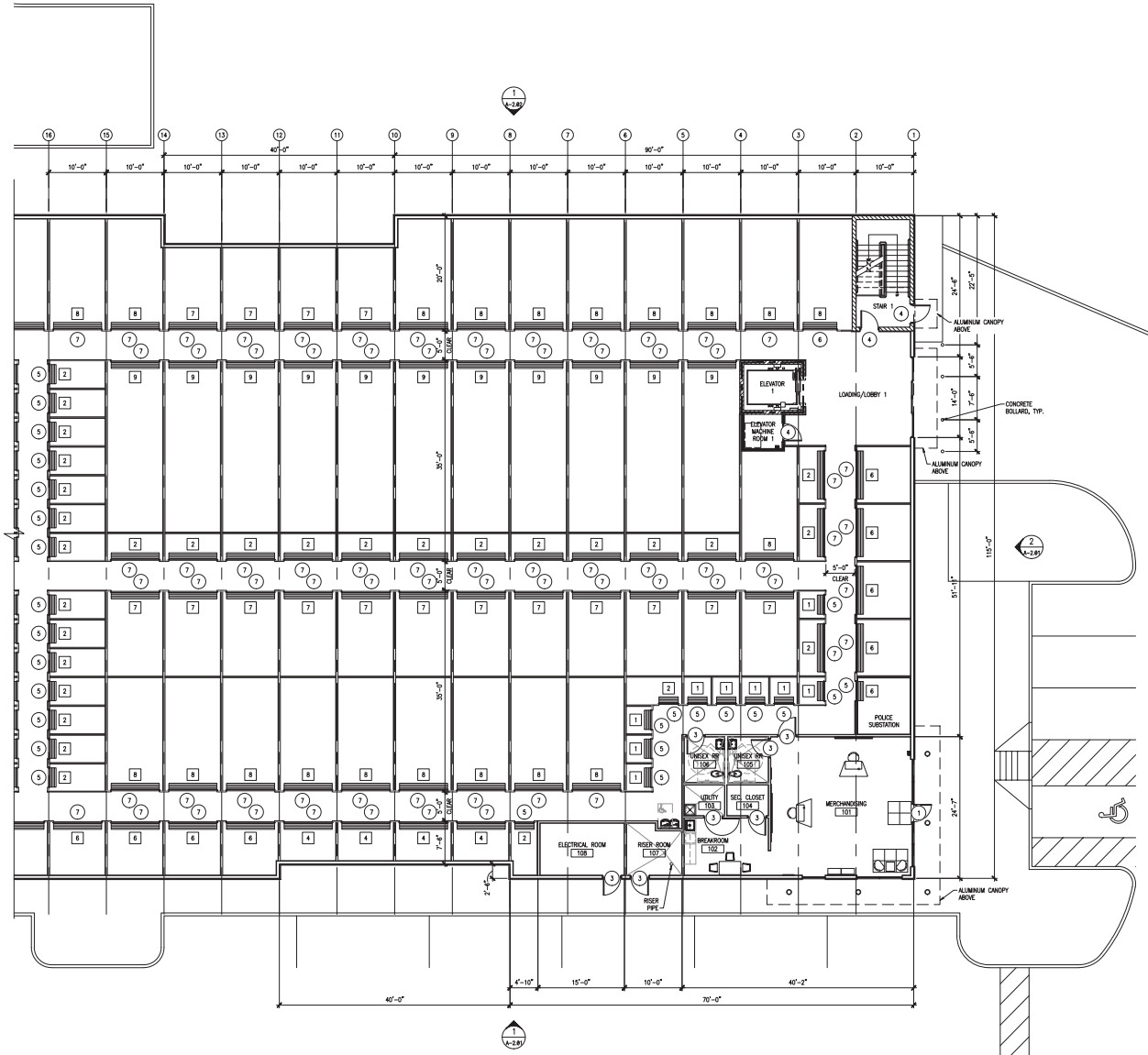
SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.01A
FIRST LEVEL FLOOR PLAN - WEST

CHECKED: TG DRAWN: KW

COPYRIGHT © IP LLC. ALL RIGHTS RESERVED. THIS DRAWING AND THE DESIGN CONTAINED HEREIN, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF IP LLC. NO REPRODUCTION, CHANGES OR PUBLICATION SHALL BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF IP LLC.



1 A-2.01 FIRST LEVEL FLOOR PLAN - EAST 1/8" = 1'-0"

NORTH

WALL TYPE GENERAL NOTES:

1. ALL GYP BOARD WALL AND CEILINGS SCHEDULED FOR PAINT OR WALL COVERING SHALL BE CONTRUCTED TO LEVEL FOUR (4) FINISH.
2. ALL WALL TYPES SCHEDULED TO RECEIVE BRACING SHALL BE DIAGONALLY BRACED TO STRUCTURE ABOVE AT 4'-0" O.C. ALTERNATING DIRECTIONS. PROVIDE MINIMUM OF 2 BRACES PER WALL SEGMENT.
3. ALL GYPSUM BOARD WALL TOPS EXPOSED TO VIEW SHALL BE TERMINATED WITH J-BEADS AND MUD.
4. ALL WALLS SHALL RECEIVE FINISHES AND BASES AS PER THE FINISH PLAN AND SCHEDULE.

21-0230
04/15/2021

GENERAL NOTES:

1. DIMENSIONS ARE TO THE FACE OF STUD OR CENTERLINE UNLESS NOTED OTHERWISE.
2. THE OWNER SHALL VERIFY COMPLIANCE WITH THE "AMERICAN WITH DISABILITIES ACT" – A FEDERAL LAW EFFECTIVE 1992 AND INTERNATIONAL BUILDING CODE AND ACCESSIBILITY GUIDELINES.
3. REFER TO SHEET A-5.04 FOR PARTITION TYPES.
4. FIRE SUPPRESSION SYSTEM TO BE A DEFERRED SUBMITTAL. SYSTEM TO MEET ALL APPLICABLE CODES. SUBMIT AND OBTAIN ALL STATE AND LOCAL APPROVALS PRIOR TO INSTALLATION.
5. ALL STAIR AND ELEVATOR CORE WALLS ARE 1-HR RATED.
6. ALL STAIR DOORS TO BE FIRE RATED PER DOOR SCHEDULE.
7. PROVIDE KEYPADS AND CAMERAS AT ALL LOADING AREAS AND ALL EXTERIOR DOOR ACCESS POINTS.
8. SILL SEALER REQUIRED UNDER ALL EXTERIOR WALLS.

KEY NOTES:

X / X.XX — ELEVATION TAG – REFER TO SHEET A-2.01

X — UNIT TYPE TAG

X — DOOR TAG

FIRST LEVEL SF	33,900
OVERALL TOTAL SF	101,700
MERCHANDISE SF	890

NRSF = 76,648
NRSF % = 75.4%

UNIT MIX COUNT SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	117	5X5	2925	04%
2	208	5X10	10400	14%
3	4	7X10	280	<01%
4	61	7.5X10	4575	06%
5	2	7X12	168	<01%
6	188	10X10	18800	24%
7	130	10X15	19500	25%
8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

FIRST FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	24	5X5	600	03%
2	56	5X10	2800	11%
3	-	7X10	-	-
4	8	7.5X10	600	02%
5	-	7X12	-	-
6	23	10X10	2300	09%
7	23	10X15	3450	13%
8	33	10X20	6600	25%
9	32	10X30	9600	37%
SUBTOTAL: 199			25950	100%

ACCESSIBLE UNITS CALCULATIONS:
PER FBC 2017, TABLE 1108.3

TOTAL SPACES IN FACILITY	MINIMUM NUMBER REQUIRED ACCESSIBLE SPACES
1–200	5%, BUT NOT LESS THAN 1
OVER 200	10, PLUS 2% OF TOTAL NUMBER OF UNITS OVER 200

TOTAL NUMBER OF STORAGE UNITS REQUIRED ACCESSIBLE = 22

ACCESSIBLE STORAGE UNITS PROVIDED PER 1ST FLOOR = 8
ACCESSIBLE STORAGE UNITS PROVIDED PER 2ND FLOOR = 7
ACCESSIBLE STORAGE UNITS PROVIDED PER 3RD FLOOR = 7

IP LLC
ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT

DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
GREG NIBLOCK, ARCHITECT
MATTHEW WISZ, ARCHITECT

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:

THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

SAFSTOR

NO. DATE REMARKS
REVISIONS:

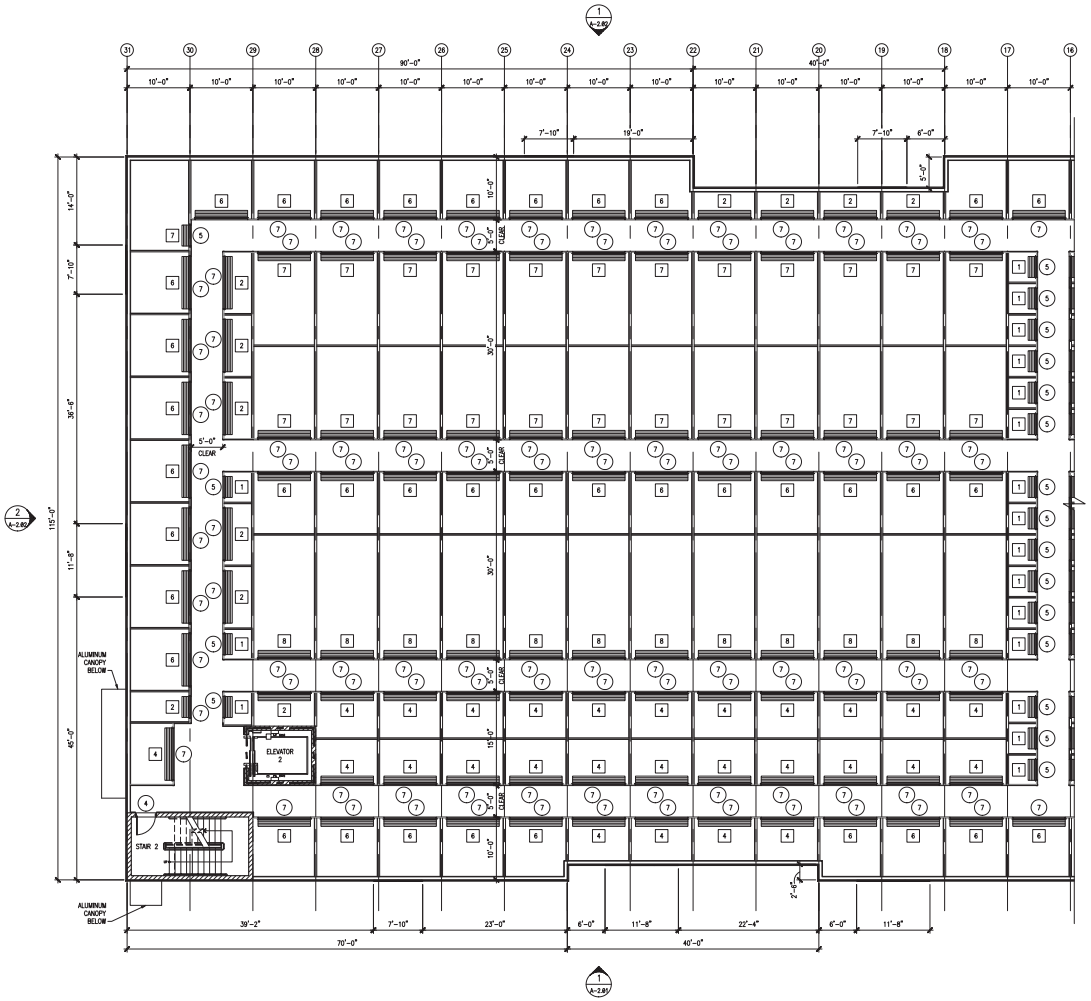
SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.01B
FIRST FLOOR LEVEL PLAN - EAST

CHECKED: TG DRAWN: KW

COPYRIGHT © IP LLC. ALL RIGHTS RESERVED. COPYRIGHT IN ALL PRESENTATIONS, DESIGNS AND DRAWINGS, WHETHER IN HARD COPY OR ELECTRONIC FORM, IS AND SHALL REMAIN THE PROPERTY OF IP LLC. UNAUTHORIZED USE OF ANY OF THE FOREGOING, OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO REPRODUCTION, CHANGES OR ASSIGNMENT TO ANY THIRD PARTY WITHOUT THE EXPRESS WRITTEN CONSENT OF IP LLC IS STRICTLY PROHIBITED AND MAY RESULT IN LEGAL ACTION BEING TAKEN AGAINST THE INFRINGING PARTY. ANY REUSE OF THESE PLANS AND SPECIFICATIONS WITHOUT THE WRITTEN PERMISSION OF IP LLC WILL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO IP LLC. ALL TITLES, RIGHTS AND INTERESTS IN THE ELECTRONIC FILES AND INDIVIDUAL DESIGNS ARE RESERVED. ANY REUSE OF THE ELECTRONIC FILES FOR ANY OTHER PROJECT OR ADDITIONS TO THIS PROJECT, OR ANY ALTERATIONS TO THE ELECTRONIC FILES, SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO IP LLC. ANY UNAUTHORIZED USE, REPRODUCTION OR MODIFICATION OF THESE PLANS AND SPECIFICATIONS SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO IP LLC.



1 SECOND LEVEL FLOOR PLAN - WEST 1/8" = 1'-0"

NORTH

WALL TYPE GENERAL NOTES:

1. ALL GYP BOARD WALL AND CEILINGS SCHEDULED FOR PAINT OR WALL COVERING SHALL BE CONTRUCTED TO LEVEL FOUR (4) FINISH.
2. ALL WALL TYPES SCHEDULED TO RECEIVE BRACING SHALL BE DIAGONALLY BRACED TO STRUCTURE ABOVE AT 4'-0" O.C. ALTERNATING DIRECTIONS. PROVIDE MINIMUM OF 2 BRACES PER WALL SEGMENT.
3. ALL GYPSUM BOARD WALL TOPS EXPOSED TO VIEW SHALL BE TERMINATED WITH J-BEADS AND MUD.
4. ALL WALLS SHALL RECEIVE FINISHES AND BASES AS PER THE FINISH PLAN AND SCHEDULE.

21-0230
04/15/2021

GENERAL NOTES:

1. DIMENSIONS ARE TO THE FACE OF STUD OR CENTERLINE UNLESS NOTED OTHERWISE.
2. THE OWNER SHALL VERIFY COMPLIANCE WITH THE "AMERICAN WITH DISABILITIES ACT" – A FEDERAL LAW EFFECTIVE 1992 AND INTERNATIONAL BUILDING CODE AND ACCESSIBILITY GUIDELINES.
3. REFER TO SHEET A-5.04 FOR PARTITION TYPES.
4. FIRE SUPPRESSION SYSTEM TO BE A DEFERRED SUBMITTAL. SYSTEM TO MEET ALL APPLICABLE CODES. SUBMIT AND OBTAIN ALL STATE AND LOCAL APPROVALS PRIOR TO INSTALLATION.
5. ALL STAIR AND ELEVATOR CORE WALLS ARE 1-HR RATED.
6. ALL STAIR DOORS TO BE FIRE RATED PER DOOR SCHEDULE.
7. PROVIDE KEYPADS AND CAMERAS AT ALL LOADING AREAS AND ALL EXTERIOR DOOR ACCESS POINTS.
8. SILL SEALER REQUIRED UNDER ALL EXTERIOR WALLS.

KEY NOTES:

X / X.XX — ELEVATION TAG – REFER TO SHEET A-2.01

X — UNIT TYPE TAG

X — DOOR TAG

FIRST LEVEL SF	33,900
OVERALL TOTAL SF	101,700
MERCHANDISE SF	890

UNIT MIX COUNT SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	117	5X5	2925	04%
2	208	5X10	10400	14%
3	4	7X10	280	<01%
4	61	7.5X10	4575	06%
5	2	7X12	168	<01%
6	188	10X10	18800	24%
7	130	10X15	19500	25%
8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

SECOND FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	21	5X5	525	02%
2	48	5X10	2400	09%
3	2	7X10	140	01%
4	43	7.5X10	3225	12%
5	1	7X12	84	<01%
6	73	10X10	7300	28%
7	57	10X15	8550	33%
8	19	10X20	3800	15%
9	-	10X30	-	-
SUBTOTAL: 264			26024	100%

ACCESSIBLE UNITS CALCULATIONS:
PER FBC 2017, TABLE 1108.3

TOTAL SPACES IN FACILITY	MINIMUM NUMBER REQUIRED ACCESSIBLE SPACES
1–200	5%, BUT NOT LESS THAN 1
OVER 200	10, PLUS 2% OF TOTAL NUMBER OF UNITS OVER 200

TOTAL NUMBER OF STORAGE UNITS REQUIRED ACCESSIBLE = 22

ACCESSIBLE STORAGE UNITS PROVIDED PER 1ST FLOOR = 8
ACCESSIBLE STORAGE UNITS PROVIDED PER 2ND FLOOR = 7
ACCESSIBLE STORAGE UNITS PROVIDED PER 3RD FLOOR = 7

IP LLC
ARCHITECTURE
ENGINEERING
INTERIOR DESIGN
PROJECT MANAGEMENT

DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
GREG NIBLOCK, ARCHITECT
MATTHEW WISZ, ARCHITECT

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:

THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL PERMITTING, OR CONSTRUCTION.

SAFSTOR

NO. DATE REMARKS
REVISIONS:

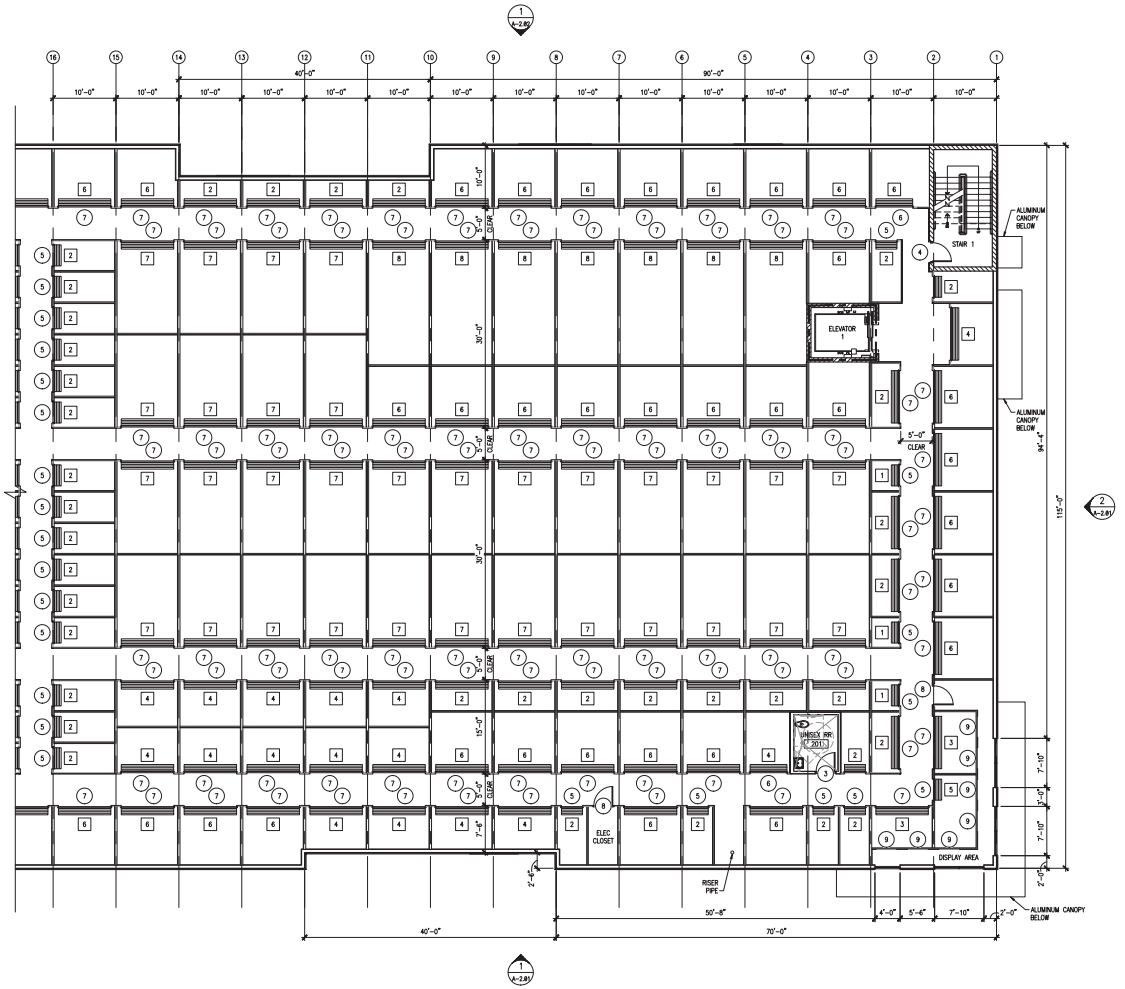
SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.02A
SECOND LEVEL FLOOR PLAN - WEST

CHECKED: TG DRAWN: KW

COPYRIGHT © IP LLC ARCHITECTURE & INTERIOR DESIGN. ALL RIGHTS RESERVED. REPRODUCTION, CHANGES OR ASSOCIATION WITH ANY PROJECT NOT AUTHORIZED BY IP LLC ARCHITECTURE & INTERIOR DESIGN IS PROHIBITED.



1 (1) FIRST LEVEL FLOOR PLAN - EAST 1/8" = 1'-0"

NORTH

WALL TYPE GENERAL NOTES:

1. ALL GYP BOARD WALL AND CEILINGS SCHEDULED FOR PAINT OR WALL COVERING SHALL BE CONTRUCTED TO LEVEL FOUR (4) FINISH.
2. ALL WALL TYPES SCHEDULED TO RECEIVE BRACING SHALL BE DIAGONALLY BRACED TO STRUCTURE ABOVE AT 4'-0" O.C. ALTERNATING DIRECTIONS. PROVIDE MINIMUM OF 2 BRACES PER WALL SEGMENT.
3. ALL GYPSUM BOARD WALL TOPS EXPOSED TO VIEW SHALL BE TERMINATED WITH L-BEADS AND MUD.
4. ALL WALLS SHALL RECEIVE FINISHES AND BASES AS PER THE FINISH PLAN AND SCHEDULE.

21-0230
04/15/2021

GENERAL NOTES:

1. DIMENSIONS ARE TO THE FACE OF STUD OR CENTERLINE UNLESS NOTED OTHERWISE.
2. THE OWNER SHALL VERIFY COMPLIANCE WITH THE "AMERICAN WITH DISABILITIES ACT" – A FEDERAL LAW EFFECTIVE 1992 AND INTERNATIONAL BUILDING CODE AND ACCESSIBILITY GUIDELINES.
3. REFER TO SHEET A-5.04 FOR PARTITION TYPES.
4. FIRE SUPPRESSION SYSTEM TO BE A DEFERRED SUBMITTAL. SYSTEM TO MEET ALL APPLICABLE CODES. SUBMIT AND OBTAIN ALL STATE AND LOCAL APPROVALS PRIOR TO INSTALLATION.
5. ALL STAIR AND ELEVATOR CORE WALLS ARE 1-HR RATED.
6. ALL STAIR DOORS TO BE FIRE RATED PER DOOR SCHEDULE.
7. PROVIDE KEYPADS AND CAMERAS AT ALL LOADING AREAS AND ALL EXTERIOR DOOR ACCESS POINTS.
8. SILL SEALER REQUIRED UNDER ALL EXTERIOR WALLS.

KEY NOTES:

X / X.XX — ELEVATION TAG – REFER TO SHEET A-2.01

X — UNIT TYPE TAG

X — DOOR TAG

FIRST LEVEL SF	33,900
OVERALL TOTAL SF	101,700
MERCHANDISE SF	890

UNIT MIX COUNT SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	117	5X5	2925	04%
2	208	5X10	10400	14%
3	4	7X10	280	<01%
4	61	7.5X10	4575	06%
5	2	7X12	168	<01%
6	188	10X10	18800	24%
7	130	10X15	19500	25%
8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

SECOND FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	21	5X5	525	02%
2	48	5X10	2400	09%
3	2	7X10	140	01%
4	43	7.5X10	3225	12%
5	1	7X12	84	<01%
6	73	10X10	7300	28%
7	57	10X15	8550	33%
8	19	10X20	3800	15%
9	-	10X30	-	-
SUBTOTAL: 264			26024	100%

ACCESSIBLE UNITS CALCULATIONS:
PER FBC 2017, TABLE 1108.3

TOTAL SPACES IN FACILITY	MINIMUM NUMBER REQUIRED ACCESSIBLE SPACES
1–200	5%, BUT NOT LESS THAN 1
OVER 200	10, PLUS 2% OF TOTAL NUMBER OF UNITS OVER 200

TOTAL NUMBER OF STORAGE UNITS REQUIRED ACCESSIBLE = 22

ACCESSIBLE STORAGE UNITS PROVIDED PER 1ST FLOOR = 8
ACCESSIBLE STORAGE UNITS PROVIDED PER 2ND FLOOR = 7
ACCESSIBLE STORAGE UNITS PROVIDED PER 3RD FLOOR = 7

IP LLC
ARCHITECTURE
ENGINEERING
INTERIOR DISIGN
PROJECT MANAGEMENT

DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
GREG NIBLOCK, ARCHITECT
MATTHEW WISZ, ARCHITECT

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA, 32804
PH 407.645.5008
FX 407.629.9124

SEAL:

THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL PERMITTING, OR CONSTRUCTION.

SAFSTOR

NO. DATE REMARKS
REVISIONS:

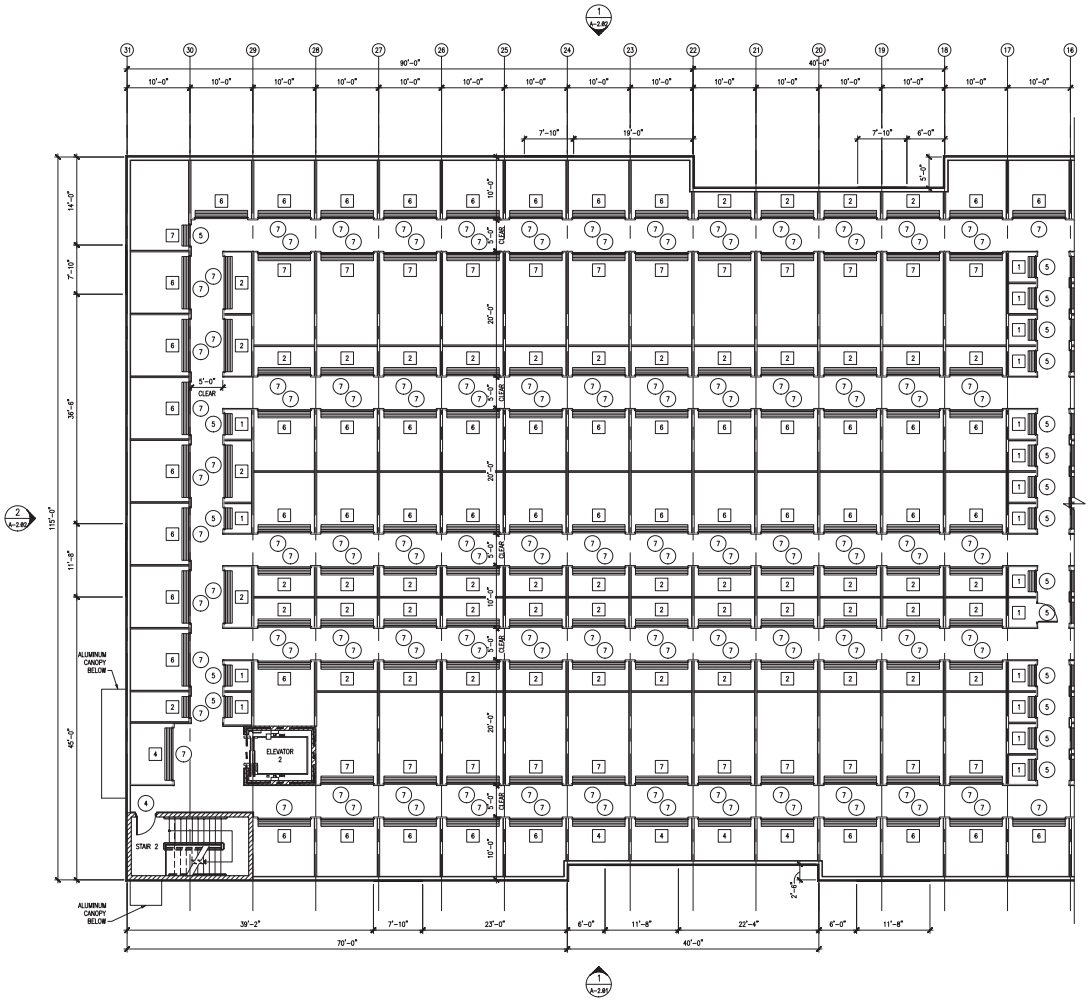
SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.02B
SECOND LEVEL FLOOR PLAN - EAST

CHECKED: TG DRAWN: KW

COPYRIGHT © IP LLC. ALL RIGHTS RESERVED. THESE DRAWINGS & PLANS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF IP LLC. THEY ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF IP LLC. ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING COPYRIGHT, ARE HEREBY RESERVED.



1 A-2.80 THIRD LEVEL FLOOR PLAN - WEST 1/8" = 1'-0"

NORTH

WALL TYPE GENERAL NOTES:

1. ALL GYP BOARD WALL AND CEILINGS SCHEDULED FOR PAINT OR WALL COVERING SHALL BE CONTRUCTED TO LEVEL FOUR (4) FINISH.
2. ALL WALL TYPES SCHEDULED TO RECEIVE BRACING SHALL BE DIAGONALLY BRACED TO STRUCTURE ABOVE AT 4'-0" O.C. ALTERNATING DIRECTIONS. PROVIDE MINIMUM OF 2 BRACES PER WALL SEGMENT.
3. ALL GYPSUM BOARD WALL TOPS EXPOSED TO VIEW SHALL BE TERMINATED WITH J-BEADS AND MUD.
4. ALL WALLS SHALL RECEIVE FINISHES AND BASES AS PER THE FINISH PLAN AND SCHEDULE.

21-0230
04/15/2021

GENERAL NOTES:

1. DIMENSIONS ARE TO THE FACE OF STUD OR CENTERLINE UNLESS NOTED OTHERWISE.
2. THE OWNER SHALL VERIFY COMPLIANCE WITH THE "AMERICAN WITH DISABILITIES ACT" – A FEDERAL LAW EFFECTIVE 1992 AND INTERNATIONAL BUILDING CODE AND ACCESSIBILITY GUIDELINES.
3. REFER TO SHEET A-5.04 FOR PARTITION TYPES.
4. FIRE SUPPRESSION SYSTEM TO BE A DEFERRED SUBMITTAL. SYSTEM TO MEET ALL APPLICABLE CODES. SUBMIT AND OBTAIN ALL STATE AND LOCAL APPROVALS PRIOR TO INSTALLATION.
5. ALL STAIR AND ELEVATOR CORE WALLS ARE 1-HR RATED.
6. ALL STAIR DOORS TO BE FIRE RATED PER DOOR SCHEDULE.
7. PROVIDE KEYPADS AND CAMERAS AT ALL LOADING AREAS AND ALL EXTERIOR DOOR ACCESS POINTS.
8. SILL SEALER REQUIRED UNDER ALL EXTERIOR WALLS.

KEY NOTES:

X / XXX — ELEVATION TAG – REFER TO SHEET A-2.01

X — UNIT TYPE TAG

X — DOOR TAG

FIRST LEVEL SF	33,900
OVERALL TOTAL SF	101,700
MERCHANDISE SF	890

UNIT MIX COUNT SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	117	5X5	2925	04%
2	208	5X10	10400	14%
3	4	7X10	280	<01%
4	61	7.5X10	4575	06%
5	2	7X12	168	<01%
6	188	10X10	18800	24%
7	130	10X15	19500	25%
8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

THIRD FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	72	5X5	1800	07%
2	104	5X10	5200	21%
3	2	7X10	140	01%
4	10	7.5X10	750	03%
5	1	7X12	84	<01%
6	92	10X10	9200	37%
7	50	10X15	7500	31%
8	-	10X20	-	-
9	-	10X30	-	-
SUBTOTAL: 331			24674	100%

ACCESSIBLE UNITS CALCULATIONS:
PER FBC 2017, TABLE 1108.3

TOTAL SPACES IN FACILITY	MINIMUM NUMBER REQUIRED ACCESSIBLE SPACES
1–200	5%, BUT NOT LESS THAN 1
OVER 200	10, PLUS 2% OF TOTAL NUMBER OF UNITS OVER 200

TOTAL NUMBER OF STORAGE UNITS REQUIRED ACCESSIBLE = 22

ACCESSIBLE STORAGE UNITS PROVIDED PER 1ST FLOOR = 8
ACCESSIBLE STORAGE UNITS PROVIDED PER 2ND FLOOR = 7
ACCESSIBLE STORAGE UNITS PROVIDED PER 3RD FLOOR = 7

IP LLC
ARCHITECTURE
ENGINEERING
INTERIOR DISIGN
PROJECT MANAGEMENT

DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
GREG NIBLOCK, ARCHITECT
MATTHEW WISZ, ARCHITECT

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:

THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL PERMITTING, OR CONSTRUCTION.

SAFSTOR

NO. DATE REMARKS
REVISIONS

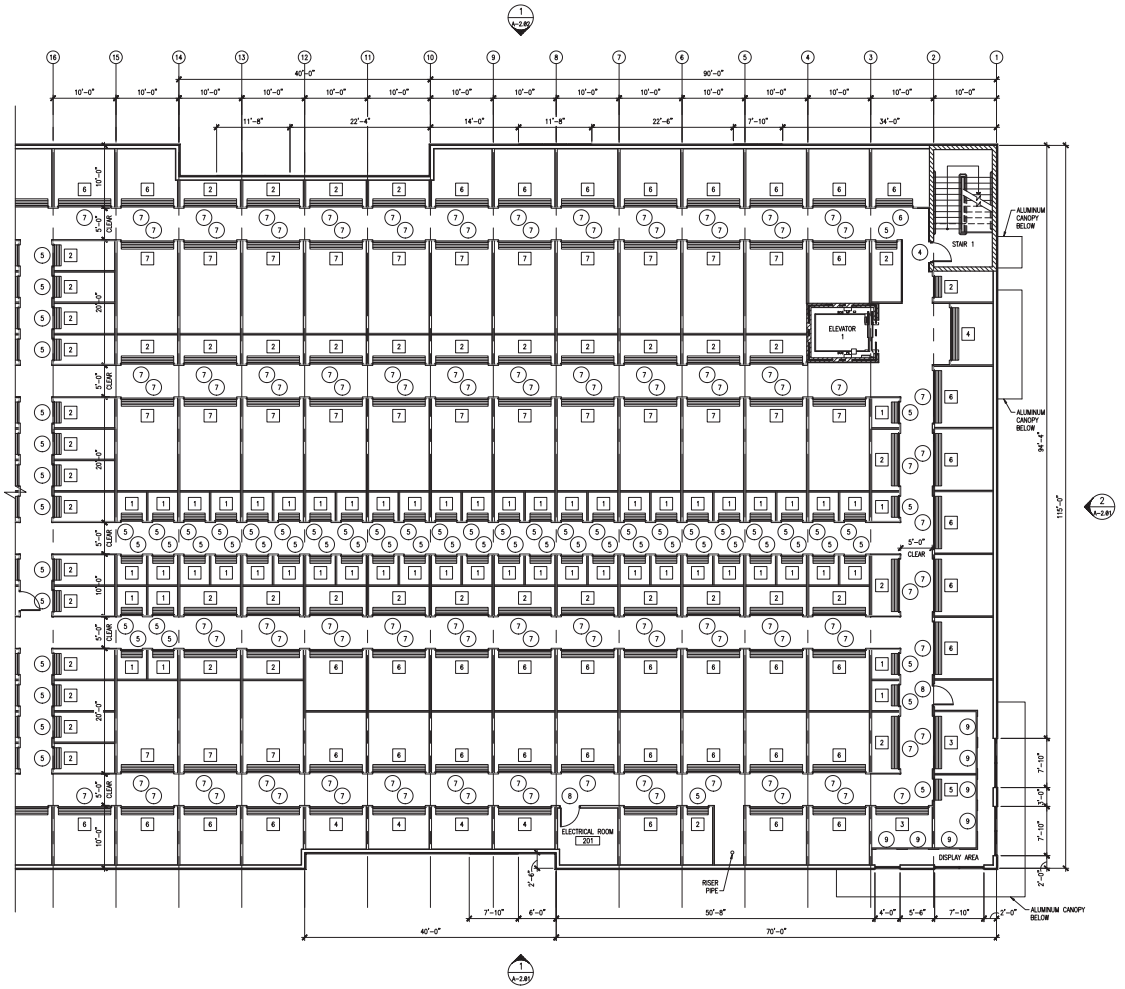
SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.03A
THIRD LEVEL FLOOR PLAN - WEST

CHECKED: TG DRAWN: KW

COPYRIGHT © IP LLC. ALL RIGHTS RESERVED. COPYRIGHT OF THESE DRAWINGS IS HELD BY IP LLC. THESE DRAWINGS AND SPECIFICATIONS, INCLUDING TECHNOLOGY EMBODIED THEREIN, ARE THE INSTRUMENTS OF SERVICE OF IP LLC AND ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF IP LLC. ANY REPRODUCTION, CHANGES OR MODIFICATIONS ARE PROHIBITED.



1 (1) THIRD LEVEL FLOOR PLAN - EAST 1/8" = 1'-0"

NORTH

WALL TYPE GENERAL NOTES:

1. ALL GYP BOARD WALL AND CEILINGS SCHEDULED FOR PAINT OR WALL COVERING SHALL BE CONTRUCTED TO LEVEL FOUR (4) FINISH.
2. ALL WALL TYPES SCHEDULED TO RECEIVE BRACING SHALL BE DIAGONALLY BRACED TO STRUCTURE ABOVE AT 4'-0" O.C. ALTERNATING DIRECTIONS. PROVIDE MINIMUM OF 2 BRACES PER WALL SEGMENT.
3. ALL GYPSUM BOARD WALL TOPS EXPOSED TO VIEW SHALL BE TERMINATED WITH J-BEADS AND MUD.
4. ALL WALLS SHALL RECEIVE FINISHES AND BASES AS PER THE FINISH PLAN AND SCHEDULE.

21-0230
04/15/2021

GENERAL NOTES:

1. DIMENSIONS ARE TO THE FACE OF STUD OR CENTERLINE UNLESS NOTED OTHERWISE.
2. THE OWNER SHALL VERIFY COMPLIANCE WITH THE "AMERICAN WITH DISABILITIES ACT" – A FEDERAL LAW EFFECTIVE 1992 AND INTERNATIONAL BUILDING CODE AND ACCESSIBILITY GUIDELINES.
3. REFER TO SHEET A-5.04 FOR PARTITION TYPES.
4. FIRE SUPPRESSION SYSTEM TO BE A DEFERRED SUBMITTAL. SYSTEM TO MEET ALL APPLICABLE CODES. SUBMIT AND OBTAIN ALL STATE AND LOCAL APPROVALS PRIOR TO INSTALLATION.
5. ALL STAIR AND ELEVATOR CORE WALLS ARE 1-HR RATED.
6. ALL STAIR DOORS TO BE FIRE RATED PER DOOR SCHEDULE.
7. PROVIDE KEYPADS AND CAMERAS AT ALL LOADING AREAS AND ALL EXTERIOR DOOR ACCESS POINTS.
8. SILL SEALER REQUIRED UNDER ALL EXTERIOR WALLS.

KEY NOTES:

X / X.XX — ELEVATION TAG – REFER TO SHEET A-2.01

X — UNIT TYPE TAG

X — DOOR TAG

FIRST LEVEL SF	33,900
OVERALL TOTAL SF	101,700
MERCHANDISE SF	890

UNIT MIX COUNT SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	117	5X5	2925	04%
2	208	5X10	10400	14%
3	4	7X10	280	<01%
4	61	7.5X10	4575	06%
5	2	7X12	168	<01%
6	188	10X10	18800	24%
7	130	10X15	19500	25%
8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

THIRD FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	72	5X5	1800	07%
2	104	5X10	5200	21%
3	2	7X10	140	01%
4	10	7.5X10	750	03%
5	1	7X12	84	<01%
6	92	10X10	9200	37%
7	50	10X15	7500	31%
8	-	10X20	-	-
9	-	10X30	-	-
SUBTOTAL: 331			24674	100%

ACCESSIBLE UNITS CALCULATIONS:
PER FBC 2017, TABLE 1108.3

TOTAL SPACES IN FACILITY	MINIMUM NUMBER REQUIRED ACCESSIBLE SPACES
1–200	5%, BUT NOT LESS THAN 1
OVER 200	10, PLUS 2% OF TOTAL NUMBER OF UNITS OVER 200

TOTAL NUMBER OF STORAGE UNITS REQUIRED ACCESSIBLE = 22

ACCESSIBLE STORAGE UNITS PROVIDED PER 1ST FLOOR = 8
ACCESSIBLE STORAGE UNITS PROVIDED PER 2ND FLOOR = 7
ACCESSIBLE STORAGE UNITS PROVIDED PER 3RD FLOOR = 7

IP LLC
ARCHITECTURE
ENGINEERING
INTERIOR DISIGN
PROJECT MANAGEMENT

DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
GREG NIBLOCK, ARCHITECT
MATTHEW WISZ, ARCHITECT

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:

THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION.

SAFSTOR

NO. DATE REMARKS
REVISIONS:

SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.03B
THIRD LEVEL FLOOR PLAN - EAST

CHECKED: TG DRAWN: KW

COPYRIGHT © IP LLC. ALL RIGHTS RESERVED. COPYRIGHT IN THESE DRAWINGS AND DESIGNS, THESE DOCUMENTS AND ANY DIGITAL DATA ARE AND SHALL REMAIN THE PROPERTY OF IP LLC. THESE DRAWINGS AND DESIGNS, THESE DOCUMENTS AND ANY DIGITAL DATA ARE NOT TO BE USED IN WHOLE OR IN PART FOR ANY PURPOSE WHATSOEVER WITHOUT THE PRIOR WRITTEN CONSENT OF IP LLC. ANY UNAUTHORIZED USE, DISCLOSURE, COPYING OR REPRODUCTION SHALL BE UNLAWFUL AND WILL BE PROSECUTED TO THE MAXIMUM EXTENT POSSIBLE UNDER THE LAW.

21-0230
04/15/2021
SAFStor
OSO BLANCA ROAD
LAS VEGAS, NV
W&A Engineering
INTERPLAN

21-0230
04/15/2021
SAFStor
OSO BLANCA ROAD
LAS VEGAS, NV
W&A
engineering
INTERPLAN
Architecture · Engineering · Interior Design



21-0230-SUP1 AND 21-0230-SDR1 - APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC
NORTHEAST CORNER OF OSO BLANCA ROAD AND DURANGO DRIVE

04/29/2021



21-0230-SUP1 AND 21-0230-SDR1 - APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC
NORTHEAST CORNER OF OSO BLANCA ROAD AND DURANGO DRIVE

04/29/2021



21-0230-SUP1 AND 21-0230-SDR1 - APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC
NORTHEAST CORNER OF OSO BLANCA ROAD AND DURANGO DRIVE

04/29/2021

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: 775.852.2900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

April 15, 2021

VIA UPLOAD

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter – Special Use Permit to Allow a Mini-Storage, Site Development Review for a Mini-Storage, and Waiver to Allow Third Floor and Increased Building Height to 38'
APN: 125-17-703-001(NEC of Durango Drive and Oso Blanca Road)

To Whom It May Concern:

Our Firm represents SAFStor (the "Applicant"). The Applicant is proposing a mini-storage facility on property located at the northeast corner of Durango Drive and Oso Blanca Road, more particularly described as APN:125-17-703-001 (the "Site"). The Site is approximately 2.79 acres.

Special Use Permit for Mini-Storage

The Site is zoned TC and the land use designation is SC-TC. With special use permit approval, a mini-storage is an allowed use in the TC zoning district and the SC-TC land use designation. Here, a special use permit for a mini-storage use is appropriate and compatible for the following reasons: (1) the Site is surrounded by three (3) rights-of-ways: (i) Durango Drive, (ii) Oso Blanca Road, and (iii) US 95 On-Ramp; (2) a mini-storage is one of the least intensive uses; (3) access to the Site is from Durango Drive only; (4) the surrounding uses including a parking lot facility and commercial/retail centers, and (5) there is an existing three (3) story mini-storage located near the northwest corner of the US 95 Off-Ramp and Durango Drive.

Site Development Review & Waiver

The Site is located at the northeast corner of Durango Drive and Oso Blanca Road. Access to the Site is from Oso Blanca Road via a BLM right-of-way grant to the City of Las Vegas. The Applicant is proposing a total of 794 mini-storage units. The units range in sizes from 5' x 5' to 10' x 30'. The office is located on the east portion of the building with a visitor parking field in front of the office. Access to the mini-storage units are via a 24' wide drive aisle behind a gated entry.

21-0230
04/15/2021

The Applicant is proposing a three story, 38' tall building in the center of the Site. The proposed building will have enhanced architectural enhancements such as faux storefront windows and varying stone veneer and pre-finished aluminum metal finishes giving the building an office appearance. The additional architectural elements meet the Town Center design standards. The total square footage of the building is 101,700 square feet with each level approximately 33,900 square feet. The first floor will include the office and 199 mini-storage units, the second floor will have 264 units, and the third floor will have 331 mini-storage units. The Applicant is requesting waivers for a proposed height of 38' and a proposed third level. The slight increase in height and third level will have no adverse impacts to the area because the Site is (1) surrounded by three (3) rights-of-ways on all sides, (2) commercial/retail and parking lot uses are located across the street from the Site, and (3) an existing three (3) level mini-storage at the same approximate height is located at the northwest corner of the US 95 Off-Ramp and Durango Drive. Additionally, the Site will comply with all landscaping and parking requirements. Therefore, the proposed design including the additional height and third level is compatible with the area.

We thank you in advance for your time and consideration of this request. Should you have any questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL

Anthony J. Celeste

AJC

KAEMPFER CROWELL

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.792.7000

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 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

RECEIVED
CITY CLERK
2021 JUL 19 A 7:12

July 16, 2021

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 – SAFStor Real Estate Co., LLC
21-0230-SUP1 & SDR1 - Item No. 64(a & b)

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on July 21, 2021 and we respectfully request that they be held in abeyance for 30 days or until the **August 18, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

Anthony J. Celeste

AJC/mlt

cc: Chance Bonaventura (via email)
Marc Bolduc (via email)

Submitted after final agenda
Items 64a - 64b

2681072.1

19774.1

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

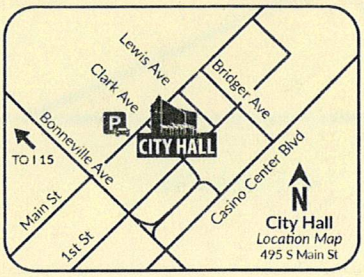
Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2021 JUL 19 P 12:04



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

21-0230 and 21-0230-SUP1 and 21-0230-SDR1

City Council Meeting of **07/21/2021**

21-0230
12517714019
LIM HARRY E
CHEUNG KATHERINE
2299 BOOKSIN AVE
SAN JOSE CA 95125-4703

Submitted after final agenda

Item 64a - 64b

124 ORDFNP1 95125

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0230-SUP1 AND 21-0230-SDR1

SUBJECT: APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JUNE 8, 2021*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov.*** If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MONDAY, JUNE 7, 2021.***

Signature — 6/3/2021 Date

Jon Williams
Please Print Name

SAFStor Real Estate Co, LLC
Company Name

Sincerely,

Submitted after final agenda

Eric McCammond
Sr. Management Analyst
Case Planning Division

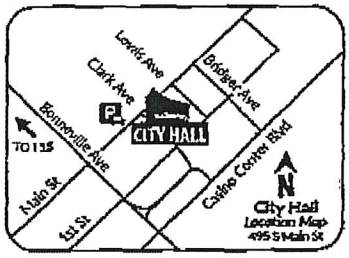
Received 06/07/21
Item 16 (a-b)

JUN. 7. 2021 1:51PM NO. 351 P. 1

City of Las Vegas
Department of Planning
495 South Main Street
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



RECEIVED
JUN 07 2021
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 make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0230 and 21-0230-SUP1 and 21-0230-SDR1
Planning Commission Meeting of **06/08/2021**

21-0230
12517301014
DURANGO 95 MINI STORAGE PTNRS L L C
5105 S DURANGO DR # 100
LAS VEGAS NV 89113

139 ORDFNP1 89113

16(a-b)P

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
64a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0230-SUP1 - SPECIAL USE PERMIT - FOR A PROPOSED MINI-STORAGE FACILITY USE

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

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.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
64b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0230-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 101,850 SQUARE-FOOT, 794-UNIT MINI-STORAGE FACILITY DEVELOPMENT WITH WAIVERS OF TOWN CENTER DEVELOPMENT STANDARD REQUIREMENTS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

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.

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
65

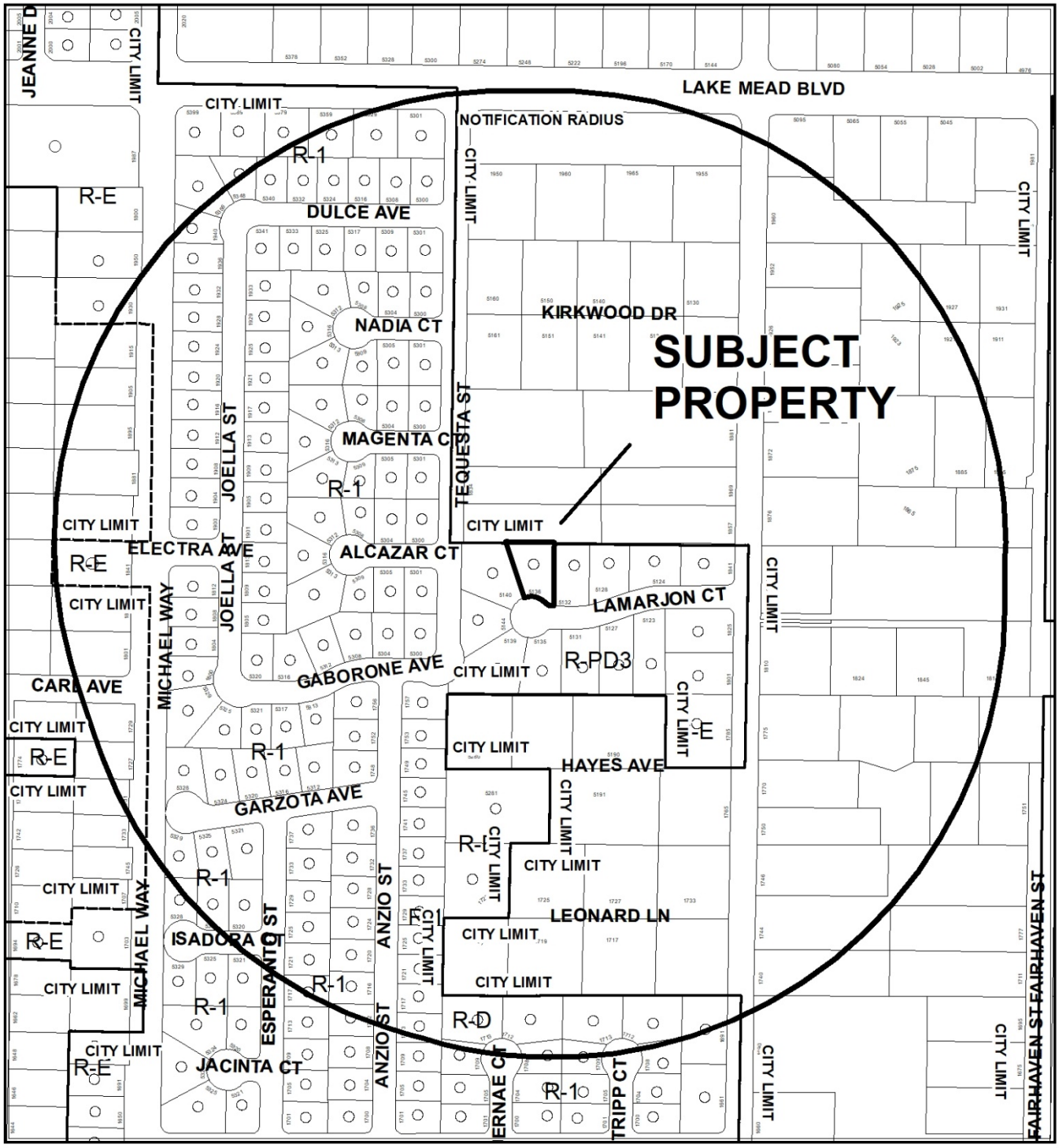
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0231-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: PATRICK BAILEY - For possible action on a Land Use Entitlement project request TO ALLOW A PROPOSED ACCESSORY STRUCTURE (CLASS II) [GARAGE AND WORKSPACE] THAT IS NOT AESTHETICALLY COMPATIBLE WITH THE PRINCIPAL DWELLING on 0.25 acres at 5136 Lamajon Court (APN 138-24-713-010), R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	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. Submitted after Final Agenda – Abeyance Request Submitted by Patrick Bailey and Support Postcards



0 250 500 Feet

CASE: 21-0231-VAR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE)

N



0 250 500 Feet

CASE: 21-0231-VAR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD3 (RESIDENTIAL PLANNED DEVELOPMENT - 3 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 21, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: PATRICK BAILEY

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0231-VAR1	Staff recommends DENIAL, if approved subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 12

NOTICES MAILED 232 (By City Clerk)

PROTESTS 0

APPROVALS 0

AS

**** CONDITIONS ****

21-0231-VAR1 CONDITIONS

Planning

1. A Variance is hereby approved to allow a proposed Accessory Structure (Class II) [Garage and Workspace] that is not aesthetically compatible with the principal dwelling.

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.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to develop a 1,350 square-foot Accessory Structure (Class II) [Garage] at 5136 Lamarjon Court.

ISSUES

- A Variance is requested to allow a proposed Accessory Structure (Class II) [Garage and Workspace] that is not aesthetically compatible with the principal dwelling. Staff does not support this request.

ANALYSIS

The subject site is an existing 1,304 square-foot single-family, detached residence that is located within the R-PD3 (Residential Planned Development – 3 Units per Acre) zoning district. The development standards for this district were established upon the approval of Rezoning (Z-0048-96). Condition of Approval Number Three (3) of this application stated that "All lots shall conform to the R-D (Single Family Residence Restricted) zoning district standards for setbacks, building height, and accessory structures."

The proposed structure complies with the accessory structure setbacks listed for the R-D (Single Family Residence Restricted) zoning district. The submitted justification letter and elevation plan date stamped on 04/14/21 show that the proposed Accessory Structure will utilize metal siding and roofing. Title 19.06.040 requires that accessory structures are to be aesthetically compatible with the principal dwelling unit. The proposed materials are industrial in nature and not compatible or harmonious with any residentially zoned properties.

In the submitted justification letter date stamped on 04/14/21, the applicant states that the metal building matches the character and compatibility of Lamarjon Court, as the neighboring property to the west has an accessory structure with metal siding in the rear yard.

No substantial evidence has been presented to warrant the requested Variance. Staff finds that the applicant has created a self-imposed hardship by proposing to develop an accessory structure with materials that are industrial and nature and not compatible or harmonious with surrounding residential development. Therefore, staff recommends denial of this request.

FINDINGS (21-0231-VAR1)

In accordance with the provisions of Title 19.16.140(B), the 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 to develop an Accessory Structure with materials that do not conform with the Title 19.06 development standards. Alternative design materials would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/19/96	The City Council approved a Rezoning (Z-0048-96) FROM: R-E (Residence Estates) TO: R-PD3 (Residential Planned Development (3 Units per Acre) for 14 proposed single-family dwellings on 5.07 acres on the west side of Leonard Lane approximately 30 feet south of Lake Mead Boulevard. The Planning Commission recommended denial.
10/24/11	A Code Enforcement Case (CE-107125) was reported for cars parked in the front yard on dirt for over a year at 5136 Lamarjon Court. The case was resolved on 11/07/11.
06/08/21	The Planning Commission unaniumously voted to recommend DENIAL on a Land Use Entitlement project request TO ALLOW A PROPOSED ACCESSORY STRUCTURE (CLASS II) [GARAGE AND WORKSPACE] THAT IS NOT AESTHETICALLY COMPATIBLE WITH THE PRINCIPAL DWELLING on 0.25 acres at 5136 Lamarjon Court (APN 138-24-713-010), R-PD3 (Residential Planned Development - 3 Units per Acre) Zone, Ward 5 (Crear).

Most Recent Change of Ownership	
10/24/03	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/06/06	A Building Permit (R-73889) was issued for a clv design block wall at 5136 Lamarjon Court.

Pre-Application Meeting	
04/13/01	A pre-application meeting was held with the applicant to discuss the submittal requirements of a Variance pertaining to a proposed Accessory Structure (Class II) [Garage and Workspace].

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/05/21	A routine field check was conducted by staff, nothing was noted of concern.

Details of Application Request	
Site Area	
Net Acres	0.25

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
North	Undeveloped	RN (Rural Neighborhood) – Clark County	R-E (Rural Estates Residential [2 Units per Acre]) - Clark County
South	Single Family, Detached	R (Rural Density Residential)	R-PD3 (Residential Planned Development – 3 Units per Acre)
East			
West			

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (105 Feet)	Y
R-PD (Residential Planned Development) District	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	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	N/A	10,890 SF	Y
Min. Lot Width	N/A	71 Feet	Y
Min. Setbacks			
• Front	25 Feet	25 Feet	Y
• Side	10 Feet	10 Feet	Y
• Rear	25 Feet	30 Feet	Y
Min. Setbacks			
• Side	3 Feet	12 Feet	Y
• Rear	3 Feet	5 Feet	Y
Min. Distance Between Buildings	6 Feet	6 Feet	Y
Max. Lot Coverage	N/A	28%	Y
Max. Building Height	2 Stories/ 35 Feet	1 Story	Y
Max. Accessory Structure Height	2 Stories/ 35 Feet	22 Feet	Y

Open Space – R-PD only							
Total Acreage	***Density***	***Required***			***Provided***		***Compliance***
		Ratio	***Percent***	***Area***	***Percent***	***Area***	
Condition of Approval Number 1 (One) of Zoning Reclassification (Z-0048-96) waived the required open space standards of the R-PD (Residential Planned Development) zoning district.							

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Lamarjon Court	Local Street	Title 13	50	Y

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) VARIANCE

Project Address (Location) 5136 LAMAJON CT.

Project Name BAILEY RESIDENCE **Proposed Use** RESIDENTIAL

Assessor's Parcel #(s) 138-24-713-010 **Ward #** 5

General Plan: Existing _____ Proposed _____ **Zoning:** Existing R-PD3 Proposed R-PD3

Additional Information VARIANCE FOR THE USE OF METAL SIDING AND ROOF THAT DOES NOT MATCH THE PRIMARY RESIDENCE

Property Owner PATRICK BAILEY Contact _____

Address 5136 LAMAJON CT. City LAS VEGAS State NV Zip 89108

E-mail pgbailey8@gmail.com Phone 702-373-9294

Applicant PATRICK BAILEY Contact _____

Address 5136 LAMAJON CT. City LAS VEGAS State NV Zip 89108

E-mail pgbailey8@gmail.com Phone 702-373-9294

Representative JASON MAHEU R.D. Contact JASON

Address 652 MIDDLEGATE RD. SUITE B City HENDERSON State NV Zip 89011

E-mail JAMDESIGN2@GMAIL.COM Phone 702-262-7955

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 Patrick Bailey

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Patrick Bailey

Subscribed and sworn before me

This 13th day of April 20 21

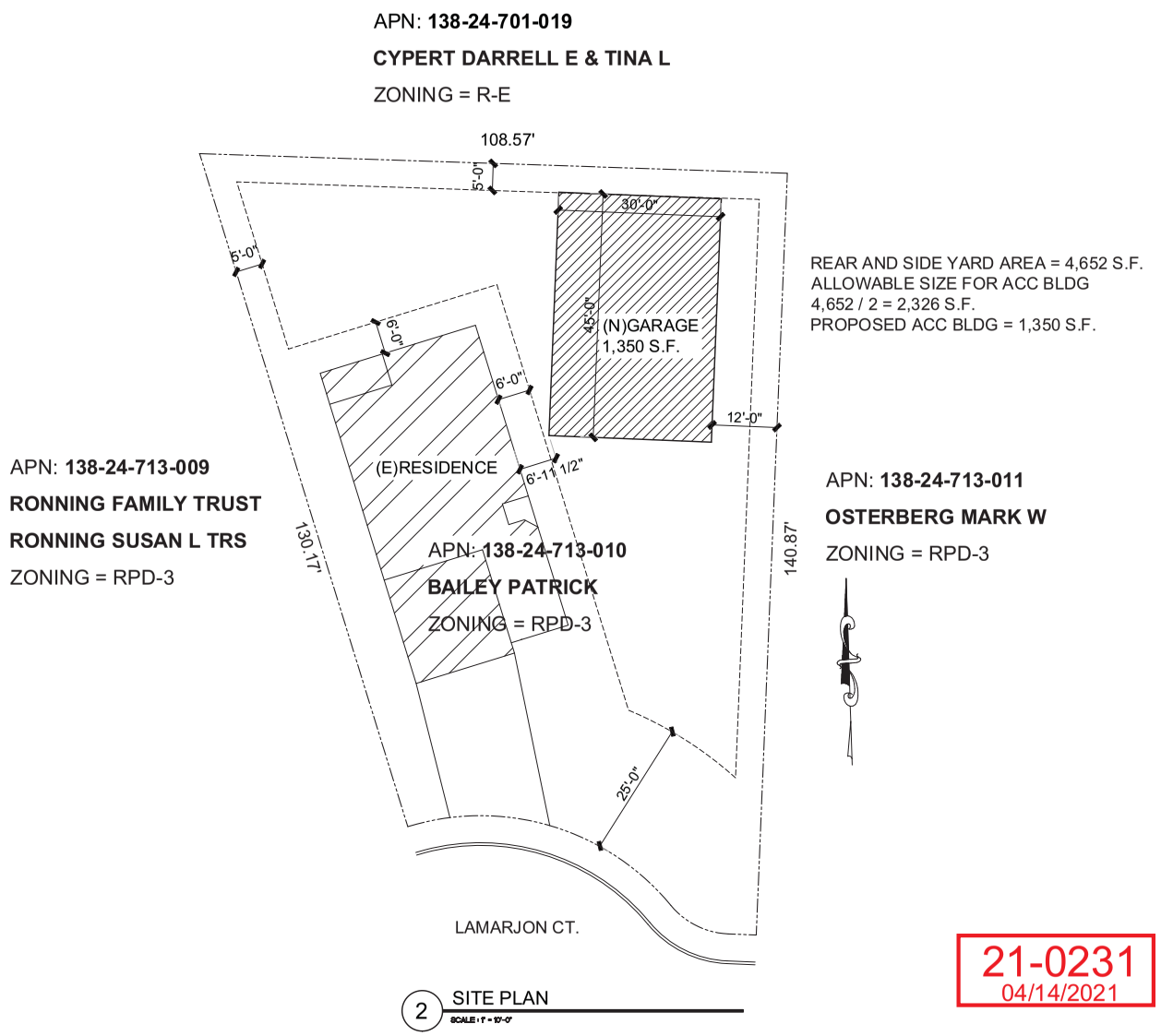
Notary Public in and for said County and State

21-0231
04/14/2021

NANCY GONZALEZ
NOTARY PUBLIC
STATE OF NEVADA
APPT. No. 1814981
MY APPT. EXPIRES JANUARY 26, 2022



VICINITY MAP



2 SITE PLAN
SCALE: 1" = 10'-0"

21-0231 - VARIANCE SET 4-13-2021

JASON A. MAHEU
REGISTERED
249-RD
STATE OF NEVADA
4/13/21

REVISIONS

DESIGNER:
Jam
ROAD
SERVICING ALL OF YOUR RESIDENTIAL DESIGN & DRAFTING NEEDS FOR OVER 18 YEARS
652 MIDDLEGATE ROAD, STE B
HENDERSON, NV, 89011
JAMDESIGN2@GMAIL.COM
PH# 702-262-7955
FAX# 702-253-1182

NEW ACCESSORY GARAGE FOR:
BAILEY RESIDENCE
5136 LAMARJON CT.
CITY OF LAS VEGAS, NV 89108

SHEET:
SITE PLAN

DATE
4/13/21
SHEET
AS-1

DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF JASON A. MAHEU R.D. COPIES OF THE DRAWINGS AND SPECIFICATIONS RETAINED BY THE CLIENT MAY BE UTILIZED ONLY FOR HIS USE AND FOR OCCUPYING THE PROJECT FOR WHICH THEY WERE PREPARED, AND NOT FOR THE CONSTRUCTION OF ANY OTHER PROJECT. COPYRIGHT 2021.

21-0231 - VARIANCE SET 4-13-2021

DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF JASON A. MAHELI R.D. COPIES OF THE DRAWINGS AND SPECIFICATIONS RETAINED BY THE CLIENT MAY BE UTILIZED ONLY FOR HIS USE AND FOR OCCUPYING THE PROJECT FOR WHICH THEY WERE PREPARED, AND NOT FOR THE CONSTRUCTION OF ANY OTHER PROJECT. COPYRIGHT 2021.

SHEET: ELEVATIONS

NEW ACCESSORY GARAGE FOR:
BAILEY RESIDENCE
5136 LAMARJON CT.
CITY OF LAS VEGAS, NV 89108

DESIGNER
SERVICING ALL OF YOUR RESIDENTIAL DESIGN & DRAFTING NEEDS FOR OVER 18 YEARS
652 MIDDLEGATE ROAD, STE B
HENDERSON, NV, 89011
PH# 702-262-7955
FAX# 702-253-182
JAMDESIGNZ@GMAIL.COM

REVISIONS

JASON A. MAHELI
REGISTERED
248.RD
STATE OF NEVADA
4/13/21

DATE: 4/14/21
SHEET: A-2

21-0231
04/14/2021

1 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

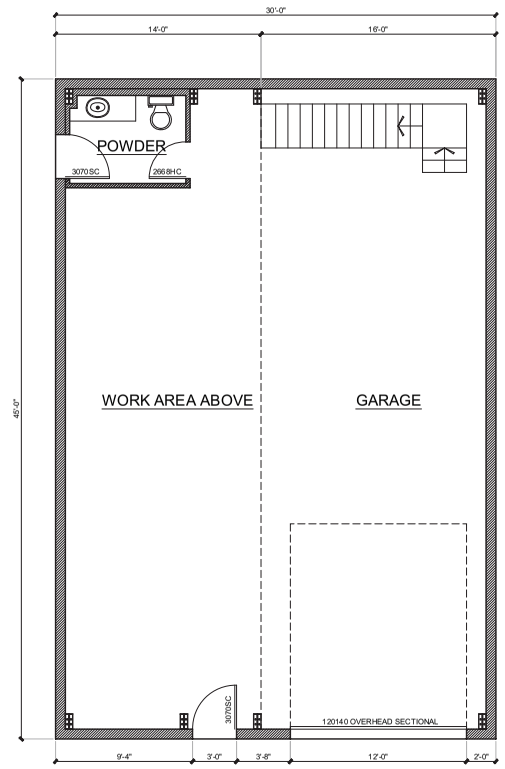
3 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

2 FRONT ELEVATION
SCALE: 1/4" = 1'-0"

4 SIDE ELEVATION
SCALE: 1/4" = 1'-0"

ASH GRAY - BODY

POLAR WHITE - TRIM & ROOF



1 FLOOR PLAN
SCALE : 1/4" = 1'-0"

21-0231
04/14/2021

21-0231 - VARIANCE SET 4-13-2021

DRAWINGS AND SPECIFICATIONS REMAIN THE PROPERTY OF JASON A. MAHEU R.D. COPIES OF THE DRAWINGS AND SPECIFICATIONS RETAINED BY THE CLIENT MAY BE UTILIZED ONLY FOR HIS USE AND FOR OCCUPYING THE PROJECT FOR WHICH THEY WERE PREPARED, AND NOT FOR THE CONSTRUCTION OF ANY OTHER PROJECT. COPYRIGHT 2021.

JASON A. MAHEU
REGISTERED
24-RD
REGISTERED DESIGNER
STATE OF NEVADA
4/13/21

REVISIONS

DESIGNER:
Jam ROAD
SERVICING ALL OF YOUR RESIDENTIAL DESIGN & DRAFTING NEEDS FOR OVER 18 YEARS
652 MIDDLEGATE ROAD, STE B
HENDERSON, NV, 89011
JAMDESIGN2@GMAIL.COM
PH# 702-262-7915
FAX# 702-253-1182

NEW ACCESSORY GARAGE FOR:
BAILEY RESIDENCE
5136 LAMARJON CT.
CITY OF LAS VEGAS, NV 89108

SHEET:
FLOOR PLAN

DATE
4/13/21
SHEET
A-1



21-0231-VAR1 - APPLICANT/OWNER: PATRICK BAILEY
5136 LAMARJON COURT

05/05/2021



21-0231-VAR1 - APPLICANT/OWNER: PATRICK BAILEY
5136 LAMARJON COURT

05/05/2021

JAM Residential Design & Drafting
JASON MAHEU R.D. LIC # 249-P

JUSTIFICATION LETTER:

Patrick Bailey
5136 Lamajon Ct.
Las Vegas, NV 89108

To whom it may concern,

This letter is support of a variance to allow the use of metal siding and roofing on an accessory building on the property at APN# 138-24-713-010. The lot size is 0.25 acres. The existing residence is 1,304 s.f. The proposed garage will be located on the Northeast corner of the lot approx. 6'-11' from the primary residence.

There is other metal buildings in this neighborhood and surrounding area. The neighbor to the West has a metal building in her rear yard.

It is the opinion of this office that the granting of this waiver is appropriate and would have no ill effect.

Respectfully requested,

Jason Maheu R.D.

21-0231
04/14/2021

652 Middlegate Rd. #B
Henderson, Nevada 89011
Phone: (702) 262-7955
Fax: (702) 253-1182
jamdesign2@gmail.com

I am Patrick Bailey at 5136 Lamarjon ct. project # 21-0231-VAR1.
I am requesting an Abeyance in order to meet with councilman Crear and due to my signage blowing down last week.
I am requesting to be moved to the meeting on August 4.

Patrick Bailey

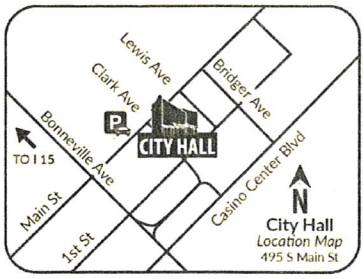
City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
JUL 15 A 11:31



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

21-0231-VAR1
City Council Meeting of **07/21/2021**

21-0231-VAR1
13824713005
GARCIA FAMILY TRUST
5131 LAMARJON CT
LAS VEGAS NV 89108-2372

Submitted after final agenda
Item 66

99 DRDFNP1 89106

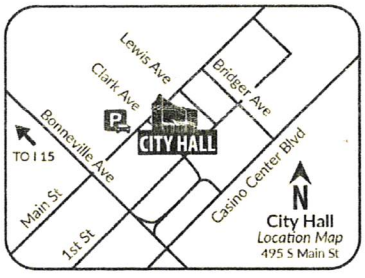
City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
JUL 15 A 11:31



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address 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.

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

21-0231-VAR1
City Council Meeting of **07/21/2021**

21-0231-VAR1
13824702018
GOMEZ JOSEPH A & GERIE
1875 FAIRHAVEN ST
LAS VEGAS NV 89108-2301

Joseph & Gerie Gomez 7/12/21

Submitted after final agenda
Item 66

99 DRDFNP1 89106

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
66

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
REPORTS AND PRESENTATIONS:

ABEYANCE ITEM - Report by Jorge Cervantes, City Manager, regarding the American Rescue Plan Act of 2021 (ARPA) allocation of funds to the City - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The American Rescue Plan Act of 2021 (ARPA) is a $1.9 trillion economic stimulus bill passed by Congress and signed into law by President Biden on March 11, 2021 to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic. The package builds upon many of the measures in the $2.2 trillion CARES Act from March 2020, and in the $900 billion Consolidated Appropriations Act from December 2020. The City's funding portion is approximately $130 million, to be allocated over a two year period. This report will discuss the City's funding use strategy of the ARPA allocated funds received.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting – PowerPoint Presentation Submitted by Staff



American Rescue Plan Act of 2021 (ARPA) Funding Use Strategy

Jorge Cervantes
City Manager
July 21, 2021

Submitted at Meeting by Staff
Date: 7/21/2021 Item:66

H.R. 1319 *American Rescue Plan Act of 2021 (ARPA)* : The American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan, is a $1.9 trillion economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic

ARPA Funding Provisions

- Direct Payment to Citizens ($1,400 for individuals)
- Tax Provisions ($3,000 child tax credit)
- Expanded Unemployment Benefits ($300 weekly through September 6, 2021)
- Small Business Assistance
  - $7.25 billion for Paycheck Protection Program
  - $25 billion for restaurants and bars
  - $15 billion for Economic Injury Disaster Loans

ARPA Funding Provisions (continued)

- Health and Human Services (COVID testing and vaccination efforts; community health centers; nutrition programs)
- Education Provisions (Emergency Relief Fund)
- Housing Provisions (rental assistance; homeless; homeowners and utility assistance)
- Aid to State and Local Government

THE AMERICAN RESCUE PLAN FUNDING SUMMARY

STATE & LOCAL FUNDING ($350 billion)

State of Nevada	$2.7 B
Clark County	$439 M
City of Las Vegas	$130 M

Clark County School District - $ 835 million

McCarran International Airport - $ 171 million

RTC of Southern Nevada - $ 130 million

ARPA Fund Uses

Potential Funding Uses (Focus areas)

Uses (Year 1) – Approx. $65 M:

Non-Profits (40%)

Affordable Housing (20%)

Business Assistance (20%)

Public Pandemic Response (20%)

Potential Funding Uses: Non-Profits

Focus Area	Project Description
Community Partners	Direct financial contribution to Not-for-Profits serving our community
Workforce Development	Retraining of displaced workers to enter other industries
Housing	Bridge housing for homeless
	Veterans housing support
	Case management support to refer homeless or evicted people to services
Education	Vegas Strong Academy Elementary Schools
Medical	Construct Health and Wellness Center on city owned land in East Las Vegas to be operated by not-for-profit

Potential Funding Uses (cont.): Affordable Housing

Focus Area	Project Description
Acquisition/rehab of existing multi-family complexes	For income based families
Acquire vacant BLM or private parcels	Public/private partnerships
Increase housing inventory	Infill housing and single family homes
Land repurposing	Convert city owned underutilized land to affordable mixed income housing

Potential Funding Uses (cont.):
Business Assistance

Focus Areas	Project Description
Business reopening	Partnership for marketing campaign
Grants for business assistance	Focus on impacted industries not covered by other sources such as small retail operations
Downtown Loop service expansion	Expand access to other parts of downtown businesses or extended hours of operation
Business tech support	Use of technology to enhance business operations

Potential Funding Uses (cont): Public Pandemic Response

Focus Area	Project Description
Recuperative Care Center	Operational cost to care for homeless necessitating medical attention
Long-Term Mental Care Facility	Convert underutilized building to a therapeutic mental health facility with wrap around services, job training, and communal and stand alone housing
Revenue Loss Replacement	Restore critical city services reduced during the pandemic, particularly around public health and safety
Vaccination Assistance	Outreach and Point of Distribution (POD's) sites throughout the community
Homeless Support	Additional outreach and support services
Modifications of City Facilities to improve air quality	Replace air handling and filtration units at Senior and Community Centers to provide cleaner circulating air
Neighborhood Support	Grants for home owners that were unemployed for an extended period to address deferred maintenance of homes due to lack of income

Evaluation Process:

1. Gather ideas on community needs (continuous and ongoing).
2. Evaluate ideas against Council priorities and municipal government role.
3. Evaluate qualifications as an eligible expense under Dept. of Treasury guidelines and most appropriate funding source.
4. Develop specific plans around viable initiatives:
    1) Lead agency (local or regional partnership)
    2) Funding allocation
    3) Develop roll-out schedule
5. Seek City Council approval on viable projects
6. Monitor initiative progress
7. Periodic report to Dept. of Treasury and City Council on results.

Community Input:

1. Continual interaction and collaboration with community partners
2. Track community feedback from various ongoing regional surveys and town hall meetings
3. Direct feedback from the public at:

   cityoflasvegas.link/ARP

Questions?

AGENDA SUMMARY PAGE

City Council
Meeting of: July 21, 2021

Agenda Item No.:
67

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: July 21, 2021

Agenda Item No.:
68

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: July 21, 2021

Agenda Item No.:
69

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
COUNCIL EMERGING ISSUES:

Discussion regarding potential items for future City Council agendas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Comments made by Council members during this portion of the agenda must refer solely to proposals for future agenda item topics to be brought before the Council for consideration and action at a later date. Any discussion must be limited to whether or not such proposed items shall be placed on a future agenda and no discussion regarding the substance of any such proposed topic shall occur. No action shall be taken.

RECOMMENDATION:
Direct staff accordingly.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: July 21, 2021

Agenda Item No.:
70

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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 Ward 2 Announcements, Las Vegas Olympians – Sandpipers Swim Team, UMC Trauma Center Recognition, D.R.E.A.M. Graduation, Animal Foundation Pet Adoptions, Small Business Saturdays, Breakfast Buzz and Ward 2 Biz, Office Contact Information, and Social Media Accounts Submitted by Councilwoman Seaman; Flyers for Ward 5 Announcements, Arrow Bus, Computer Basics for Seniors, and Ward 5 Newsletter Submitted by Councilman Crear; Flyers for Splash Back to School, Missing Juvenile Bulletins, Corridor of Hope – Homeless Success Stories, Happy Birthday Oscar!, and Office Contact Information Submitted by Councilwoman Fiore; Flyers for Meeting Older Nevadans in the Ward and Office Contact Information Submitted by Councilman Knudsen; and Flyers for Ward 3 Announcements, Fox 5 Superbuild 2021 and Toy Giveaway, 13th Anniversary of the Unity Prayer Breakfast, Covid-19 Vaccinations at Luz Del Mundo Church, Local Recovery Plan Neighborhood Meeting, Vaccinations at Universal Church, and Social Media Accounts Submitted by Councilwoman Diaz



City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
July 21, 2021

Submitted at Meeting
Date: 7/21/2021 Item:70

WARD 2

Our
Las Vegas Olympians

Katie Grimes, 15
Bella Sims, 16

Sandpipers
Swim Team

Tokyo
Accommodations




o big or go home...
is big for
sure!
1500
Go E
USO


LET'S GO
BEL


KATIE
LEDECKY
頑張って
BOBBY
ALOHA
KATIE
AL
JOR
WIL
Michael

WARD 2

UMC Trauma Center

Recognition

July 13th



WARD 2



D.R.E..A.M. Graduation

Summerlin Area Command

Animal Foundation Pet Adoptions

WARD 2

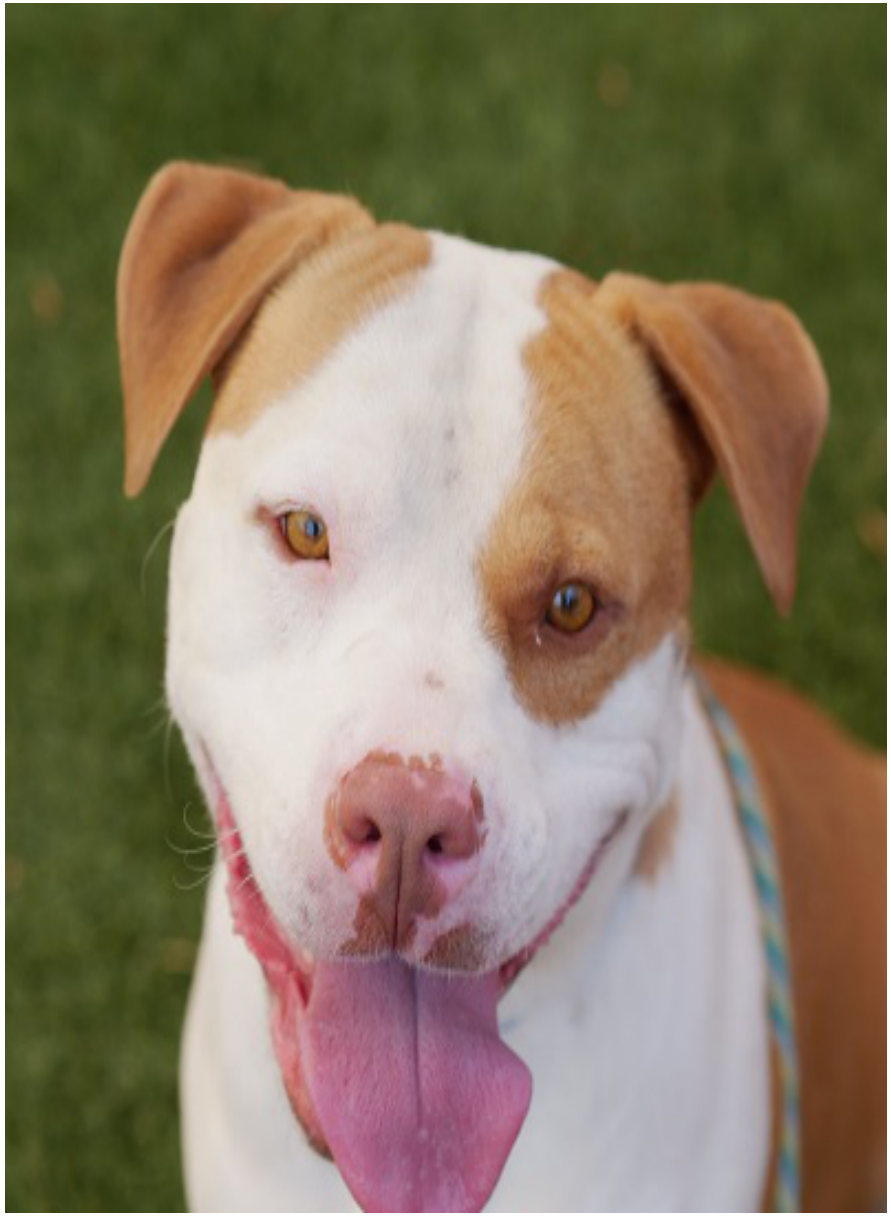


SHEBA
ID # A1169431
Arrived: 6/25/2021

Female Spayed
Age: 6 Years
Weight: 55 lbs

Animal Foundation Pet Adoptions

WARD 2



FRANK

ID # A1174167

Arrived: 6/20/2021

MALE

Age: 2 Years

Weight: 65 lbs

Animal Foundation Pet Adoptions

WARD 2



MIDNIGHT

ID # A1172239

Arrived: 6/12/2021

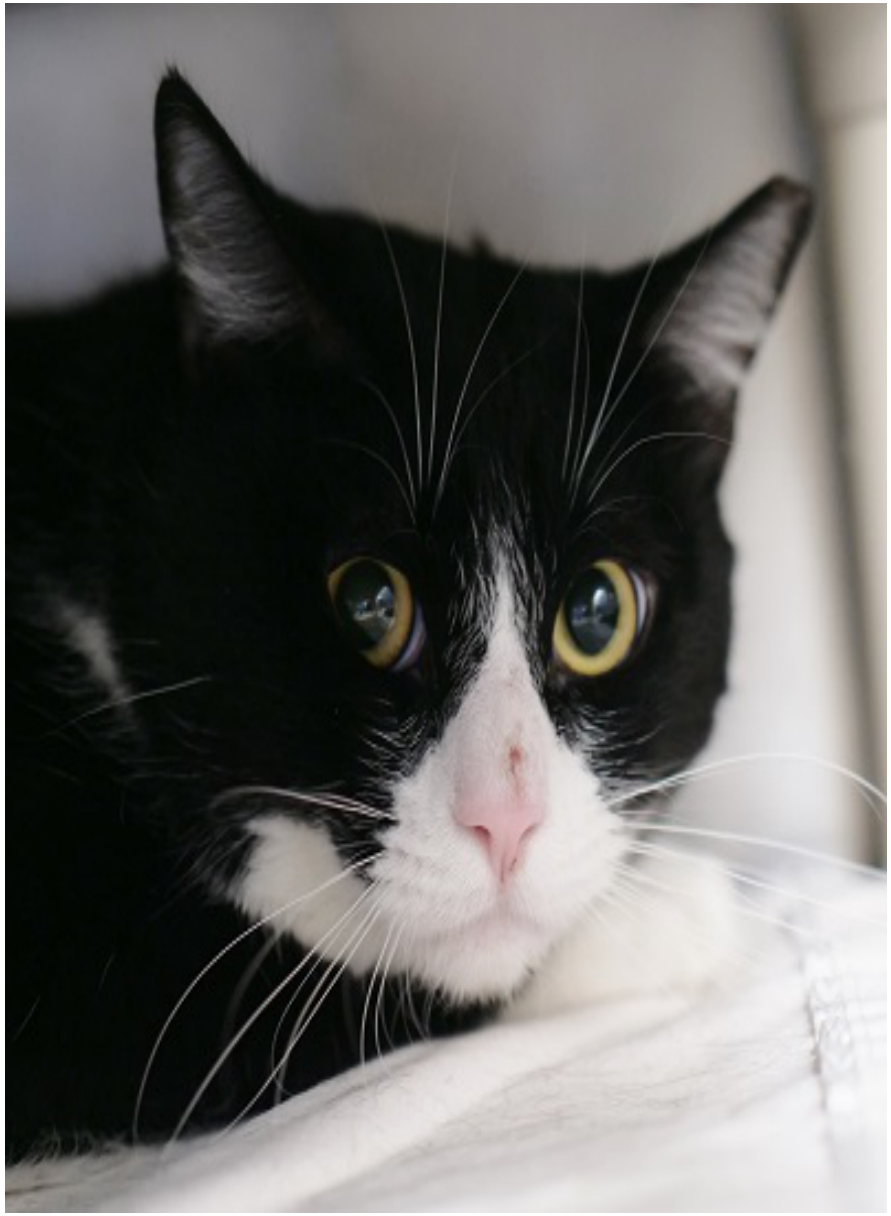
Male

Age: 2 Year

Weight: 14 lbs

Animal Foundation Pet Adoptions

WARD 2



HARRY POTTER

ID # A1166961

Arrived: 4/21/2021

MALE NEUTERED

Age 3 Years

Weight: 10 lbs

WARD 2

Animal Foundation Pet Adoptions

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com

WARD 2


WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

WARD 2


The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to a
Breakfast
BUZZ
& Ward 2 Biz
Saturday,
Aug. 7
9–10 a.m.
Egg Works | 2025 Village Center Circle
Event has a limit of 30 people.
Must RSVP at Ward2@LasVegasNevada.Gov
Join us for breakfast and to discuss
the important issues in your neighborhoods,
Ward 2 and the city of Las Vegas.
For more information, call 702.229.2420
or email Ward2@LasVegasNevada.GOV
cityoflasvegas
lasvegasnevada.gov
@VictoriaDSeaman
TTY
7-1-1
Please no solicitations during this time.
W2-4457 7/21 SS

WARD 2

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov

PLEASE FOLLOW US ON SOCIAL MEDIA AT:



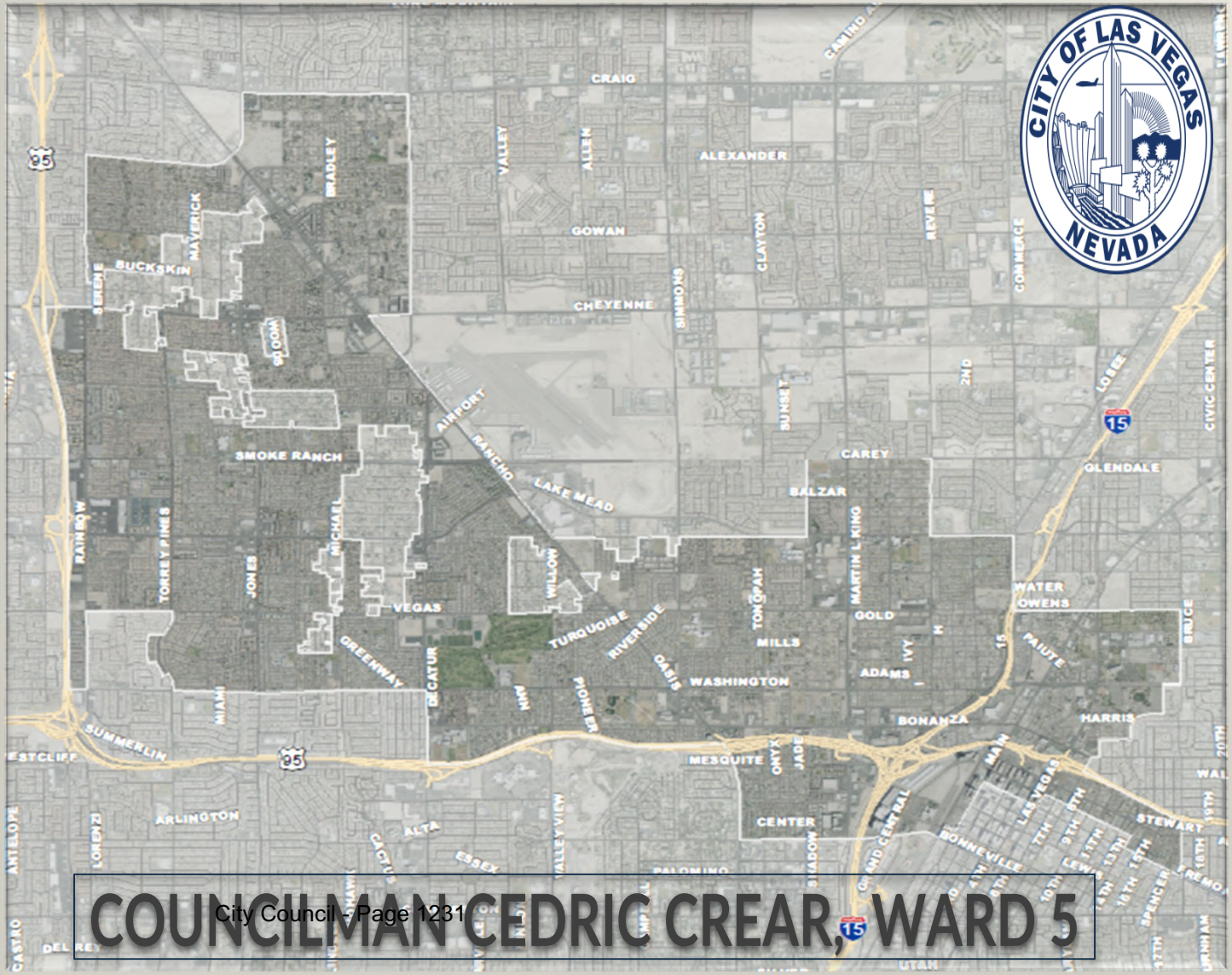
@VictoriaDSeaman



@VictoriaSeaman







COUNCILMAN CEDRIC CREAR, WARD 5

Arrow Bus

Free community shuttle from Homeless Courtyard



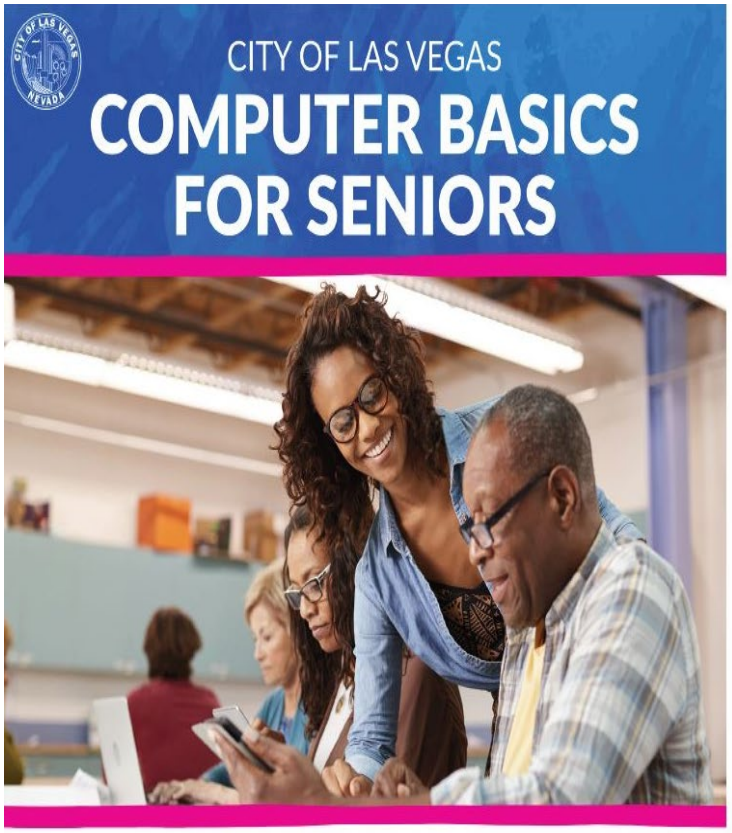
THE LAS VEGAS CITY COUNCIL and
WARD 5
COUNCILMAN | CEDRIC CREAR

Computer Basis For Seniors

Strong Future Technology Training Center

Aug. 4 and 18
9 am 10 am

330 W. Washington Ave
702-236-2114



Ward 5 Final Announcements





Email Tanya Jackson-Renter

tjackson@lasvegasnevada.gov

Office: 702.229-5443





STAY CONNECTED

With Councilman Cedric Crear

Twitter: @cedriccrear
Instagram: Councilman Crear
Facebook: Councilman Cedric Crear




The Las Vegas City Council and
Councilwoman Michele Fiore
invite you to the
SPLASH
Back to School
Friday, Aug. 6 • 5-7 p.m.
Come out and enjoy food, raffles, games, music and community vendors before the school year starts!
Centennial Hills Community Center
YMCA Pool
6601 N. Buffalo Drive
TTY 7-1-1
cityoflasvegas
lasvegasnevada.gov
#lvward6
For more information, please contact the Ward 6 Council Office at 702.229.5463.

MISSING JUVENILE

Sent: 2021-07-16 @ 15:54 Case: 210700058598 Author: JH/NCS

NIC #

Last Name CHANDLER

First Name TAVARAS

Nickname

Alias

Age 15

Gender MALE

Height 5'6

Weight 130

Eyes BROWN

Hair BROWN

Complexion

Race

BirthDate

Last Contact 07/13/2021



Marks

CHILD WAS LAST SEEN IN THE AREA OF N.DECATUR BLVD & VEGAS DR (LAS VEGAS,NV)

IT IS UNKNOWN WHAT THE CHILD WAS LAST SEEN WEARING

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Child may be suffering from severe emotional distress and may require medical attention.

All area hospitals are asked to check their patient rosters for this missing child or Jane Doe's matching her description and to notify LVMPD if located. It should be noted that "HIPPA" permits disclosure to law enforcement upon request and is authorized pursuant 45 C.F.R., section 164.512. Anyone with information on the known whereabouts of this missing child is strongly urged to contact the Las Vegas Metropolitan Police Department at the below listed numbers.

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2021-07-16 @ 21:18 Case: 210700073063 Author: JH/NCS

NIC #

Last Name LANE

First Name AINSLEY

Nickname

Alias

Age 16

Gender FEMALE

Height 5'8

Weight 180

Eyes BLONDE

Hair HAZEL

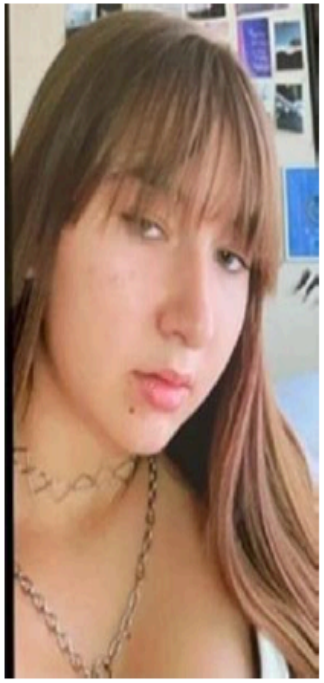
Complexion

Race CAUCASIAN

BirthDate

Last Contact 07/16/2021

Marks



CHILD WAS LAST SEEN IN THE AREA OF SUNSET & CANYON DR (LAS VEGAS, NV)

CHILD WAS LAST SEEN WEARING A DARK GREEN SHIRT, GREY SHORTS WITH WHITE TENNIS SHOES

Child may be suffering from severe emotional distress and may require medical attention.

All area hospitals are asked to check their patient rosters for this missing child or Jane Doe's matching her description and to notify LVMPD if located. It should be noted that "HIPPA" permits disclosure to law enforcement upon request and is authorized pursuant 45 C.F.R., section 164.512. Anyone with information on the known whereabouts of this missing child is strongly urged to contact the Las Vegas Metropolitan Police Department at the below listed numbers.

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

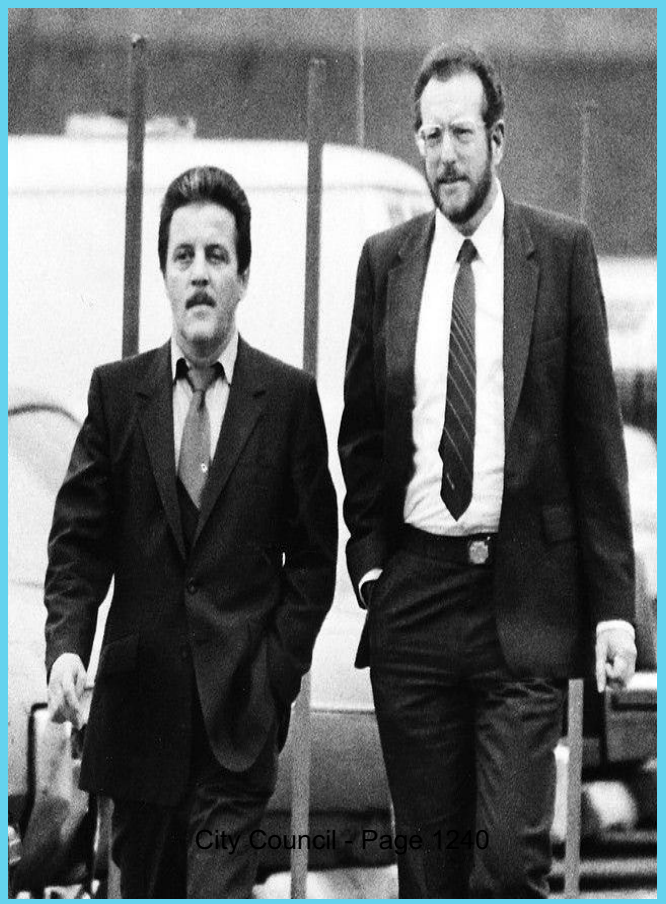
Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

Corridor of Hope



Happy Birthday Oscar!









Councilwoman Michele Fiore

Email: ward6staff@lasvegasnevada.gov

Phone: 702-229-5463

Meeting Older Nevadans in the Ward

This week, Team Knudsen will stop by the Las Vegas Meadows Senior Living Community for a pop-up outreach tabling opportunity to hear from our residents on issues that matter most to them.

Thank you to our partners and we look forward to meeting again this month!





Ward 1

Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

bknudsen@lasvegasnevada.gov

Call: 702-493-1547

Twitter: @BrianforLV | Facebook: facebook.com/BrianforLV

WARD 3



Councilwoman Olivia Díaz

WARD 3

Past Events

June 17th

FOX 5 SUPERBUILD 2021 & TOY GIVEAWAY







WARD 3

Past Events

July 10th

13TH ANNIVERSARY OF THE UNITY PRAYER BREAKFAST







WARD 3

Past Events

July 14th

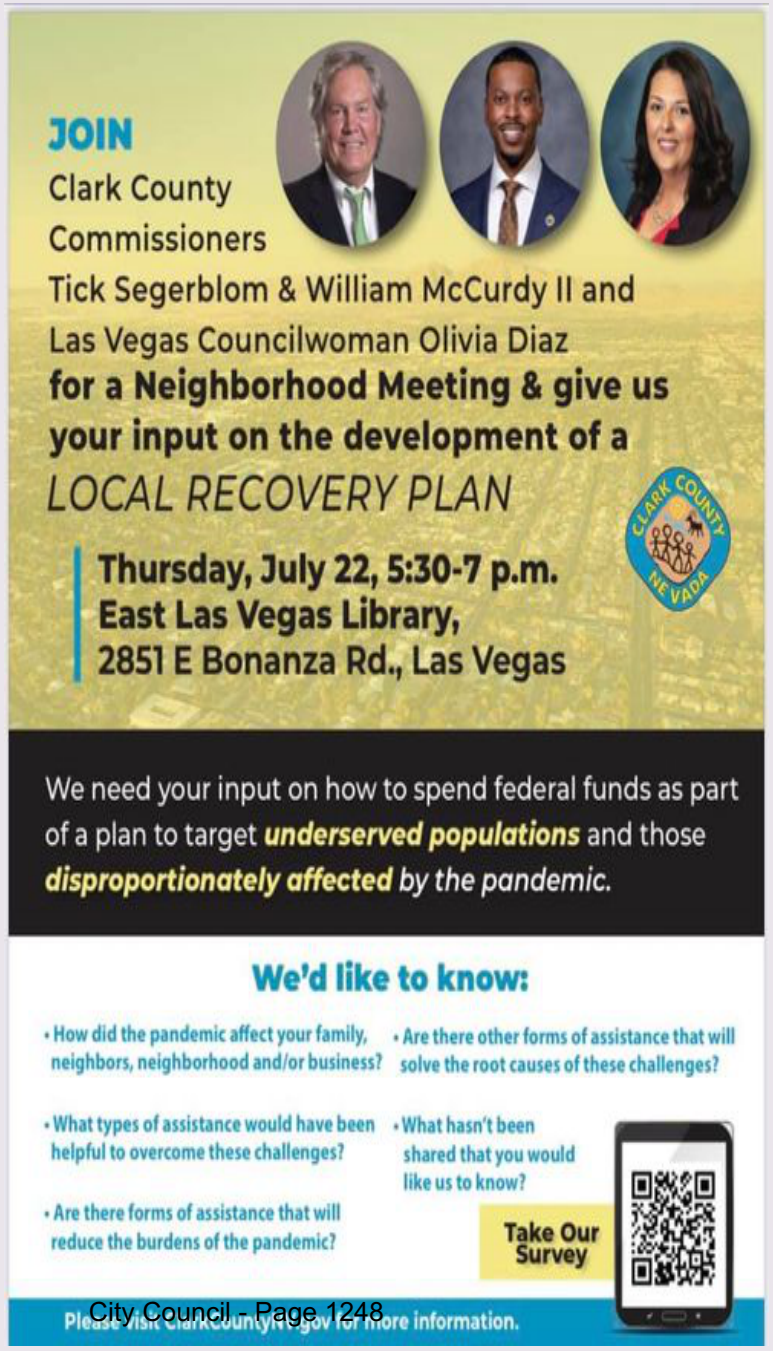
COVID-19 VACCINATIONS AT LUZ DEL MUNDO CHURCH





WARD 3
Upcoming Events

LOCAL RECOVERY PLAN NEIGHBORHOOD MEETING



WARD 3
Upcoming Events

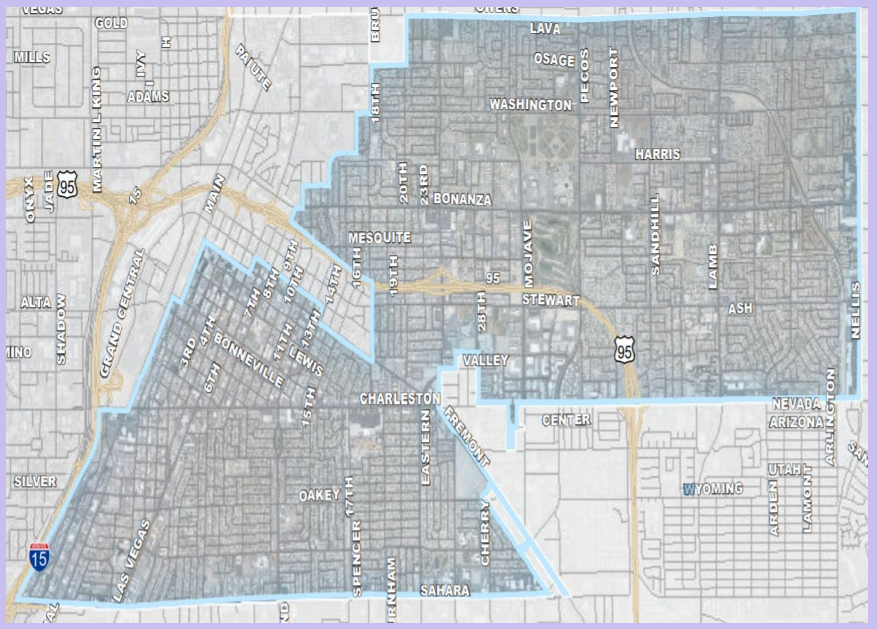
VACCINATIONS AT UNIVERSAL CHURCH



WARD 3



Councilwoman Olivia Díaz



ward3@lasvegasnevada.gov

@OliviaDiazLV @oliviadiazlv oliviadiazlv

City Council
July 21, 2021