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

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

City Council Agenda

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

Facilities are provided throughout City Hall for convenience of persons with disabilities. For meetings held in the Council Chambers, sound equipment is available for persons with hearing impairments. Reasonable efforts will be made to assist and accommodate persons with disabilities or impairments. If you need an accommodation to attend and participate in this meeting, please call the City Clerk's office at 702-229-6311 and advise of your need at least 48 hours in advance of the meeting. Dial 7-1-1 for Relay Nevada.

August 7, 2019
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

Items listed on the agenda may be taken out of the order presented; two or more agenda items for consideration may be combined; and any item on the agenda may be removed or related discussion may be delayed at any time. Backup material for this agenda may be obtained from LuAnn D. Holmes, City Clerk, at the City Clerk's Office at 495 South Main Street, 2nd Floor or on the City's webpage at www.lasvegasnevada.gov.

The Mayor and City Council welcome your attendance, public comment related to the items on the agenda and citizen participation on items under the jurisdiction of the City Council at this meeting. If you wish to speak, we respectfully ask you to complete and submit a speaker card to the City Clerk. Cards are available online, in the Clerk's Office or at the front of the Chambers as you enter.

These proceedings are being video recorded as well as presented live on KCLV, Cable Channel 2, and are Closed Captioned for our hearing impaired viewers. Please note customers of Centurylink and Cox Communications can view this program in High Definition on Channel 1002. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The Council Meeting, as well as all other KCLV programming, can be viewed on the internet at www.kclv.tv/live. The proceedings will be rebroadcast on KCLV Channel 2 and the web the Wednesday of the meeting at 8:00 PM, and also on Friday at 4:00 AM, Saturday at 7:00 PM, Sunday at 7:00 AM and the following Monday at 5:00 PM.

Note: Cellular phones are to be turned off during the Council Meeting.

CEREMONIAL MATTERS

1. Call to Order
2. Announcement Regarding: Compliance with Open Meeting Law
3. Invocation - Pastor Barry Vennard, Unity of Las Vegas
4. Pledge of Allegiance

5. Recognition of the Citizens of the Month

6. Recognition of Sam Henry for Work at the Las Vegas Community Healing Garden

7. Recognition of the Vegas Rollers Professional Tennis Team

BUSINESS ITEMS - 9 A.M. SESSION

PUBLIC COMMENT

8. Public comment during this portion of the Agenda must be limited to matters on the Agenda for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.

BUSINESS ITEMS - 9 A.M. Session

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

10. For possible action to approve the Final Minutes by reference of the July 3, 2019 Regular City Council Meeting

CONSENT AGENDA

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

ADMINISTRATIVE - CONSENT

11. For possible action to approve a grant agreement with the State of Nevada, Division of Emergency Management, as the funding agency; and the City of Las Vegas, Office of Emergency Management, as grant subrecipient; for the receipt of $20,000 from the FY18 United States Department of Homeland Security Emergency Management Performance Grant (EMPG) to support the City of Las Vegas Emergency Management Program - All Wards

CITY ATTORNEY - CONSENT

12. For possible action to approve continued funding for Kolesar & Leatham to represent the City of Las Vegas in actions filed against it by 180 Land Company, LLC, Case No. A-18-771389-C, in the Eighth Judicial District Court, concerning the City's failure to act on the Lowie group's applications within the time mandated by law, and Case No. 2:18-cv-0547-JCM-CWH, in the United States District Court, alleging due process and equal protection claims relating to the development of a portion of the former Badlands Golf Course for an amount not to exceed $100,000 (General Fund) - Ward 2 (Seaman)

13. For possible action to approve the authorization for Eglet Adams, the City's outside legal counsel for opioid-related litigation, to file a complaint in state court on behalf of the City of Las Vegas against manufacturers, distributors, and prescribers of opioids - All Wards

CITY CLERK - CONSENT

14. For possible action to approve the notification of filing of Declarations of Interest in property located in the existing Redevelopment Area and/or Redevelopment Area 2

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

15. For possible action to approve a Second Amendment to Parking Lease Agreement between the City of Las Vegas and Proview Series 17, LLC granting a three-year extension to the existing agreement for the parking lot located at 201 South 4th Street and 200 South Las Vegas Boulevard - Ward 3 (Diaz)

16. For possible action to approve a Parking Lease Agreement between the City of Las Vegas and RR Properties, LLC where the City will operate a parking lot located at the northeast corner of Hoover Avenue and 4th Street with the terms of the lease payments as described in the agreement (APN's 139-34-410-142, -143 and -144) - Ward 3 (Diaz)

17. For possible action to approve a Reimbursement Agreement and to authorize the City Manager to sign for the costs incurred for the establishment of the Area 15 Tourist Improvement District (TID) for the Area 15 entertainment project located at the southwest corner of Rancho Road and Sirius Avenue, Assessor Parcel Number 162-08-418-002 (Not-to-Exceed $50,000 - City Parkway V, Inc.) - Ward 1 (Knudsen)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

18. For possible action to approve award of Modification No. 2 to Contract No. 140114-TB, Water Pollution Control Facility and Remote Sites Scada Rewrite located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: WUNDERLICH-MALEC ENGINEERING, INC. (Not-to-Exceed $2,500,000 - Sanitation Enterprise Fund) - Clark County

19. For possible action to approve award of Contract No. 190295-DD, Prime Design Services Contract for Medical District Park located on the north side of Wellness Way between Martin Luther King Drive and Shadow Lane - Department of Public Works - Award recommended to: LGA ARCHITECTURE ($114,812.89 - Parks and Leisure Activities Capital Projects Fund) - Ward 1 (Knudsen)

20. For possible action to approve an amendment to Consulting Services for East Fremont Street Revitalization relating to architecture and revitalization of East Fremont Street - Las Vegas Boulevard to Fourteenth Street - Department of Public Works - Award recommended to CIVICVISIONS LP (Not-to-Exceed $110,000 - Road and Flood Capital Projects Fund) - Wards 3 and 5 (Diaz and Crear)

LEGISLATIVE AFFAIRS - CONSENT

21. For possible action to approve the ratification of Brianna Ramirez in a Council support position as a Special Assistant to Council in the Ward 2 office ($63,203 annual salary + Benefits - General Fund) - Ward 2 (Seaman)

OPERATIONS AND MAINTENANCE - CONSENT

22. For possible action to approve a Ground Lease Agreement between the City of Las Vegas (City) and the Boys & Girls Club of Southern Nevada (Club) for the Andre Agassi Boys and Girls Club located on City owned land at 800 North Martin Luther King Boulevard, APN 139-28-701-001 - Ward 5 (Crear)

23. For possible action to approve a Ground Lease Agreement between the City of Las Vegas (City) and Southern Nevada Regional Housing Authority (SNRHA) for the activity center building and related uses on City owned land located at 800 North Martin Luther King Boulevard, APN 139-28-701-001 - Ward 5 (Crear)

PLANNING - BUSINESS LICENSING - CONSENT

24. For possible action to approve a New Compliance Permit for a Retail Marijuana Store for CIRCLE S FARMS, LLC dba CANNA STARZ at 631 South Las Vegas Boulevard - Ward 3 (Diaz)

25. For possible action to approve a Tavern-Limited License for CATS MEOW OF VEGAS, LLC dba CATS MEOW at 450 Fremont Street, Suite #201 - Ward 5 (Crear)

26. For possible action to approve a Tavern-Limited License for CHEAPSHOT, LLC dba CHEAPSHOT, LLC at 517 Fremont Street, Suite #110 [Ryan Doherty, Managing Member] - Ward 3 (Diaz)

27. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License for AF & RR GROUP, LLC dba LUI'S COCINA at 1745 South Rainbow Boulevard, Suite C [Luis A. Contreras, Jr., Managing Member] - Ward 1 (Knudsen)

28. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: THAI TASTE RESTAURANT, LLC TO: THAI CHILI, LLC dba THAI TASTE at 240 South Rainbow Boulevard, Suite #1 [Slisa Phurisat, Managing Member] - Ward 1 (Knudsen)

29. For possible action to approve a Restricted Gaming License for RAFMAN, INC. dba FREMONT MARKET at 1404 Fremont Street [Rafel Jibrial Mansoor, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

30. For possible action to approve a Restricted Gaming License for JETT GAMING, LLC dba JETT GAMING, LLC db at TERRIBLE'S #383 at 6660 Vegas Drive - Ward 5 (Crear)

31. For possible action to approve a Restricted Gaming License for JETT GAMING, LLC dba JETT GAMING, LLC db at TERRIBLE'S #384 at 7600 Westcliff Drive - Ward 2 (Seaman)

32. For possible action to approve a Massage Accessory License for PROJECT WELLBEING, LLC dba PROJECT WELLBEING at 1700 Village Center Drive - Ward 2 (Seaman)

33. For possible action to approve a Temporary Massage Establishment License for THAI HEALING SOLUTIONS SPA, LLC dba THAI MASSAGE at 6710 North Hualapai Way, Suite #140 - Ward 6 (Fiore)

PUBLIC WORKS - CONSENT

34. For possible action to approve Interlocal Contract 1095 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Entity Non-Project Specific Expenses (FY20) project ($250,000 - Road and Flood Capital Project Fund [CPF]) - All Wards

35. For possible action to approve Interlocal Contract 1091 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Neighborhood Rehabilitation: Fiscal Year 2020 City of Las Vegas Maintenance program ($350,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

36. For possible action to approve Interlocal Contract 1098 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Safety Upgrade Program: Fiscal Year 2020 City of Las Vegas ($2,250,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

37. For possible action to approve Interlocal Contract 1093 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Americans with Disabilities Act (ADA) Upgrade Program: Fiscal Year 2020 City of Las Vegas ($275,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

38. For possible action to approve Interlocal Contract 1096 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Intersection Improvement Program: Fiscal Year 2020 City of Las Vegas ($2,150,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

39. For possible action to approve Interlocal Contract 1092 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Colorado Avenue, Commerce Street to 4th Street project ($700,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Diaz)

40. For possible action to approve Interlocal Contract 1094 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Citywide Traffic Engineering Design Services project ($1,100,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

41. For possible action to approve Third Supplemental Interlocal Contract LAS22T15 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date from December 31, 2019 to December 31, 2020 for construction of the Brent Drainage System - Floyd Lamb Park to Durango Drive Project - Ward 6 (Fiore)

42. For possible action to approve the dedication of right-of-way of City owned property that was purchased as part of the Martin Luther King Boulevard/Industrial Road Connector Project, Oakey Boulevard to Alta Drive, APNs 162-04-606-003, -004 and -005 - Ward 3 (Diaz)

43. For possible action to approve Interlocal Contract 1097 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Iron Mountain Road, Bradley Road to Thom Boulevard project ($500,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

YOUTH DEVELOPMENT AND SOCIAL INNOVATION - CONSENT

44. 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 ($90,000 - Community Recreation Services Special Revenue Fund) - All Wards

RESOLUTIONS - CONSENT

45. R-35-2019 - For possible action to approve a Resolution directing the State Department of Business and Industry to transfer $6,411,324.16 in 2019 State Private Activity Bond Volume Cap to Nevada H.A.N.D., Inc. for the construction of a 420-unit affordable multi-family housing development at 400 South Decatur Boulevard - Ward 1 (Knudsen)

46. R-36-2019 - For possible action to approve a Resolution directing the State Department of Business and Industry to transfer $16,273,016.84 in 2017 State Private Activity Bond Volume Cap to Nevada H.A.N.D., Inc. for the construction of a 420-unit affordable multi-family housing development at 400 South Decatur Boulevard - Ward 1 (Knudsen)

47. R-37-2019 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Unit Incentive Program (MFR-UIP) Agreement between the RDA and KLA Capital Series, LLC and BK Nevada, LLC (Owner) located at 322 North 14th Street (APN 139-35-212-028), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area Ward 5 (Crear) [NOTE: This item is related to RDA Item 6 (RA-8-2019)]

48. R-38-2019 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Visual Incentive Program (MFR-VIP) Agreement between the RDA and KLA Capital Series, LLC and BK Nevada, LLC (Owner) located at 322 North 14th Street (APN 139-35-212-028), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area Ward 5 (Crear) [NOTE: This item is related to RDA Item 7 (RA-9-2019)]

DISCUSSION/ACTION ITEMS

HEARINGS - DISCUSSION

49. Public hearing to determine the advisability of granting a telecommunications service franchise to Zayo Group, LLC, pursuant to the purpose, character, term, time and conditions of the proposed franchise agreement - All Wards

ADMINISTRATIVE - DISCUSSION

50. Report by Craig Raborn, Director of Metropolitan Planning Organization at the Regional Transportation Commission of Southern Nevada (RTC), on the On Board - Your Future Mobility Plan Study and the Boulder Highway Multimodal Corridor Study - All Wards

51. Report from Scott D. Adams, City Manager, on Emerging Issues - All Wards

52. Report by Staff regarding the 2019 (80th) Session of the Nevada Legislature - All Wards

FINANCE - PURCHASING AND CONTRACTS - DISCUSSION

53. Discussion for possible action to select an Offeror, including presentations by the top two Offerors, regarding an exclusive negotiation agreement to serve as the basis for entering into a development agreement for RSOQ No. 190211-JH, Development Partner Master Plan Northwest Las Vegas - Department of Economic and Urban Development - Ward 6 (Fiore)

FIRE AND RESCUE - DISCUSSION

54. Discussion for possible action regarding an Interlocal Agreement between the Southern Nevada Water Authority and the cities of Las Vegas, Henderson, and North Las Vegas and the County of Clark for the reimbursement of up to $70,000 for a fire-fighting pump simulator, which provides effective training and testing ($70,000 - Fire Services Capital Projects Fund) - All Wards

PLANNING - BUSINESS LICENSING - DISCUSSION

55. Discussion for possible action regarding the revocation or suspension of an Erotic Dance Establishment License CRAZY HORSE TOO GENTLEMEN'S CLUB LLC dba SIN CITY TEASERS GENTLEMEN'S CLUB at 2476 Industrial Road - Ward 3 (Diaz)

RESOLUTIONS - DISCUSSION

56. R-39-2019 - Public hearing and discussion for possible action regarding a Resolution relating to a proposed Tourism Improvement District in the City of Las Vegas and other matters properly relating thereto for the project known as Area 15, an approximate 15-acre parcel bordered by Desert Inn Road to the south, Rancho Drive to the east, Sirius Avenue to the north and approximately 604 feet from Polaris Avenue to the west (Assessor Parcel Number 162-08-418-002) - Ward 1 (Knudsen)

BOARDS AND COMMISSIONS - DISCUSSION

57. Discussion for possible action regarding the reappointments of Jack Levine and Colleen Beck to the Historic Preservation Commission

58. Discussion for possible action regarding the appointment of nominee Sheila Collins to the Historic Preservation Commission

59. Discussion for possible action regarding the reappointments of Lisa Sherman and Malcolm White to the Parks and Recreation Advisory Board

60. Discussion for possible action regarding the reappointment of Trinity Haven Schlottman to the Ward 3 seat of the Planning Commission

61. Discussion for possible action regarding the appointment of nominee Robin Camacho to the Citizens Advisory Committee to the Las Vegas Redevelopment Agency

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

62. Bill No. 2019-24 - For possible action - Adopts that certain document entitled "Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community," regarding property generally located at the northwest corner of Grand Teton Drive and Grand Canyon Drive. Proposed by: Robert Summerfield, Director of Planning

63. Bill No. 2019-25 - For possible action - Adopts that certain document entitled "Amended and Restated Development Agreement for Sunstone Master Planned Community," regarding property generally located at the southwest corner of North Skye Canyon Park Drive and Moccasin Road. Proposed by: Robert Summerfield, Director of Planning

64. Bill No. 2019-26 - For possible action - Amends LVMC Chapter 6.39 to exempt from licensing and regulation as a nightclub any establishment with a tavern-limited license within the Downtown Entertainment Overlay District, and amends LVMC 6.50.250 to authorize conditions to be imposed on such establishments regarding outdoor patron lines and outdoor speakers. Proposed by: Bradford R. Jerbic, City Attorney [NOTE: This item will come forward to the City Council as a Proposed First Amendment, with a change in the bill's title and summary. The summary has been changed to read: "Amends various provisions of LVMC Titles 6 and 19 to exempt from licensing and regulation as a nightclub any establishment with a tavern-limited license within the Downtown Entertainment Overlay District, subject to certain conditions."]

65. Bill No. 2019-27 - For possible action - Grants to Zayo Group, LLC a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference into this Ordinance. Proposed by: Gary Ameling, Chief Financial Officer

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.

66. Bill No. Z-2019-1 - 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: Robert Summerfield, Director of Planning

CLOSED SESSION

67. Closed Session - A closed meeting is called in accordance with NRS 288.220 to discuss labor issues

NOT TO BE HEARD BEFORE 11 A.M. - 68 THROUGH 93

BUSINESS ITEMS - 11 A.M. Session

68. Any items from the 11 A.M. session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time.

PLANNING

The items listed below, where appropriate, have been reviewed by the various City departments relative to the requirements for storm drainage and flood control, connection to sanitary sewer, traffic circulation, and Building and Fire regulations. Their comments and/or requirements have been incorporated into the action.

PLANNING - CONSENT

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

69. EOT-76368 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT - POB LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS - For possible action on a request for a first Extension of Time of an approved Site Development Plan Review (SDR-68470) FOR A PROPOSED SINGLE-STORY, 34,782 SQUARE-FOOT SHOPPING CENTER on 3.48 acres at 300 North Casino Center Boulevard and 350 Stewart Avenue (APNs 139-34-501-004 and 008), C-2 (General Commercial) Zone, Ward 5 (Crear) [PRJ-76348]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PLANNING - ONE MOTION/ONE VOTE

The following are items that may be considered in one motion/one vote. They are considered to routine non-public and public hearing items. All public hearing and non-public hearing items will be opened at one time. Any person

representing an application or a member of the public or a member of the City Council not in agreement with the conditions and all standard conditions for the application recommended by staff, should request to have that item removed from this part of the agenda.

70. VAC-76391 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: VICTORY MISSIONARY BAPTIST CHURCH - For possible action on a request for a Petition to Vacate a 20-foot wide alley between "E" Street and "F" Street, south of Jackson Avenue, Ward 5 (Crear) [PRJ-76390]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

71. VAC-76442 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC - For possible action on a request for a Petition to Vacate public right-of-way generally located on Crossbridge Drive, west of Suncreek Drive, Ward 2 (Seaman) [PRJ-76399]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

72. SNC-76185 - STREET NAME CHANGE - PUBLIC HEARING - APPLICANT/OWNER: RICHMOND AMERICAN HOMES OF NEVADA, INC. - For possible action on a request for a Street Name Change FROM: ALBATROSS LINKS AVENUE TO: SKY BLUFF COURT, generally located west of Crossbridge Drive, south of Suncreek Drive, Ward 2 (Seaman) [PRJ-76136]. The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PLANNING - DISCUSSION

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

74. VAR-76335 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: PATRON INVESTMENTS, LLC - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on 0.39 acres at 1618 and 1622 East Charleston Boulevard (APNs 162-02-113-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-76284]. Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

75. VAR-76336 - ABEYANCE ITEM - VARIANCE RELATED TO VAR-76335 - PUBLIC HEARING - APPLICANT/OWNER: PATRON INVESTMENTS, LLC - For possible action on a request for a Variance TO ALLOW 30 PARKING SPACES WHERE 32 PARKING SPACES ARE REQUIRED on 0.39 acres at 1618 and 1622 East Charleston Boulevard (APNs 162-02-113-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-76284]. Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

76. SDR-76337 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-76335 and VAR-76336 - PUBLIC HEARING - APPLICANT/OWNER: PATRON INVESTMENTS, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 871 SQUARE-FOOT ADDITION TO AN EXISTING BUILDING WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG THE NORTH PERIMETER WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT LANDSCAPE BUFFER ALONG THE EAST PERIMETER WHERE EIGHT FEET IS REQUIRED on 0.39 acres at 1618 and 1622 East Charleston Boulevard (APNs 162-02-113-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-76284]. Staff recommends DENIAL.The Planning Commission (4-1 vote) recommends APPROVAL.

77. VAR-76222 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: RRA HOLDINGS, LLC - For possible action on a request for a Variance TO ALLOW TWO PROPOSED NINE SQUARE-FOOT WALL SIGNS WHERE ONE, TWO SQUARE-FOOT WALL SIGN IS ALLOWED on 2.03 acres at 1876 South Buffalo Drive (APN 163-03-301-012), R-E (Residence Estates) Zone, Ward 1 (Knudsen) [PRJ-76168]. The Planning Commission (5-0) vote and Staff recommend APPROVAL.

78. SUP-76233 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: JUAN PULIDO - For possible action on a request for a Special Use Permit FOR AN EXISTING ACCESSORY STRUCTURE (CLASS I) [CASITA] USE at 804 Lacy Lane (APN 139-32-401-002), R-E (Residence Estates) Zone, Ward 1 (Knudsen) [PRJ-76215]. The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

79. VAR-76198 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: STEPHANIE PANG - For possible action on a request for a Variance TO ALLOW A FOUR-FOOT SEPARATION FROM THE MAIN BUILDING WHERE SIX FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II)

[SHED] on 0.19 acres at 2109 Linda Vista Street (APN 162-06-810-031), R-1 (Single Family Residential) Zone, Ward 1 (Knudsen) [PRJ-76197]. The Planning Commission (5-0 vote) and Staff recommend DENIAL.

80. GPA-75668 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: ZION LOVINGIER - For possible action on a request for a General Plan Amendment FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: SC (SERVICE COMMERCIAL) on 1.50 acres at 8311 Farm Road (APN 125-16-301-003), Ward 6 (Fiore) [PRJ-75621]. Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL.

81. ZON-75669 - REZONING RELATED TO GPA-75668 - PUBLIC HEARING - APPLICANT/OWNER: ZION LOVINGIER - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 1.50 acres at 8311 Farm Road (APN 125-16-301-003), Ward 6 (Fiore) [PRJ-75621]. Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL.

82. ZON-76236 - REZONING- PUBLIC HEARING - APPLICANT: WHEELER ARVILLE MINI STORAGE - OWNER: STEPHANIE EVANS, ET AL - For possible action on a request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 1.04 acres at 1333 Arville Street (APN 162-06-510-016), Ward 1 (Knudsen) [PRJ-75670]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

83. SUP-76310 - SPECIAL USE PERMIT RELATED TO ZON-76236 - PUBLIC HEARING - APPLICANT: WHEELER ARVILLE MINI STORAGE - OWNER: STEPHANIE EVANS, ET AL - For possible action on a request for a Special Use Permit FOR A PROPOSED MINI-STORAGE FACILITY USE at 1333 Arville Street (APN 162-06-510-016), Ward 1 (Knudsen) [PRJ-75670]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

84. SDR-76250 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-76236 AND SUP-76310 - PUBLIC HEARING - APPLICANT: WHEELER ARVILLE MINI STORAGE - OWNER: STEPHANIE EVANS, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED THREE-STORY, 292-UNIT MINI-STORAGE FACILITY CONSISTING OF TWO BUILDINGS FOR A TOTAL OF 57,900 SQUARE FEET WITH WAIVERS TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ADJACENT TO THE NORTH AND SOUTH PROPERTY LINE, AND A ZERO-FOOT LANDSCAPE BUFFER ADJACENT TO PORTIONS OF THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 1.04 acres at 1333 Arville Street (APN 162-06-510-016), P-R (Professional Office and Parking) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Knudsen) [PRJ-75670]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

85. ZON-76110 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: ALBERTO E. AND MERICIA G. ACHAVAL - For possible action on a request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 0.45 acres at 820, 826 and 830 East Charleston Boulevard (APN 162-03-501-007), Ward 3 (Diaz) [PRJ-76067]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

86. WVR-76111 - WAIVER RELATED TO ZON-76110 - PUBLIC HEARING - APPLICANT/OWNER: ALBERTO E. AND MERICIA G. ACHAVAL - For possible action on a request for a Waiver TO ALLOW A FOUR-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on 0.45 acres at 820, 826 and 830 East Charleston Boulevard (APN 162-03-501-007), P-R (Professional Office and Parking) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 3 (Diaz) [PRJ-76067]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

87. ZON-76475 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: JORGE CRUZ DIAZ - For possible action on a request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.57 acres at 400 West Owens Avenue (APN 139-22-403-003), Ward 5 (Crear) [PRJ-74190]. The Planning Commission (5-1 vote) and Staff recommend DENIAL.

88. SUP-76476 - SPECIAL USE PERMIT RELATED TO ZON-76475 - PUBLIC HEARING - APPLICANT/OWNER: JORGE CRUZ DIAZ - For possible action on a request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MAJOR USE at 400 West Owens Avenue (APN 139-22-403-003), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 5 (Crear) [PRJ-74190]. The Planning Commission (5-1 vote) and Staff recommend DENIAL.

89. SDR-76477 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-76475 AND SUP-76476 - PUBLIC HEARING - APPLICANT/OWNER: JORGE CRUZ DIAZ - For possible action on a request for a Site

Development Plan Review FOR THE PROPOSED 2,053 SQUARE-FOOT EXPANSION OF AN EXISTING 1,050 SQUARE-FOOT BUILDING on 0.57 acres at 400 West Owens Avenue (APN 139-22-403-003), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 5 (Crear) [PRJ-74190]. The Planning Commission (5-1 vote) and Staff recommend DENIAL.

90. VAR-76400 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ALDEGUNDA DURAN MENDOZA - For possible action on a request for a Variance TO ALLOW A SIX-FOOT CORNER SIDE YARD SETBACK WHERE 15 FEET IS REQUIRED FOR A PROPOSED ATTACHED ACCESSORY STRUCTURE [COVERED BARBEQUE] AND TO ALLOW A ZERO-FOOT SEPARATION FROM THE MAIN BUILDING WHERE SIX FEET IS REQUIRED on 0.70 acres at 1400 Comstock Drive (APN 139-28-110-081), R-E (Residence Estates) Zone, Ward 5 (Crear) [PRJ-76286]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

SET DATE

91. 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

92. Citizens Participation: Public comment during this portion of the agenda must be limited to matters within the jurisdiction of the City Council. No subject may be acted upon by the City Council unless that subject is on the agenda and is scheduled for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion on any single subject, as well as the amount of time any single speaker is allowed, may be limited.

COUNCIL MEMBER RECOGNITION

93. 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
City of Las Vegas Development Services Center, 333 North Rancho Drive

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Pastor Barry Vennard, Unity of Las Vegas

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

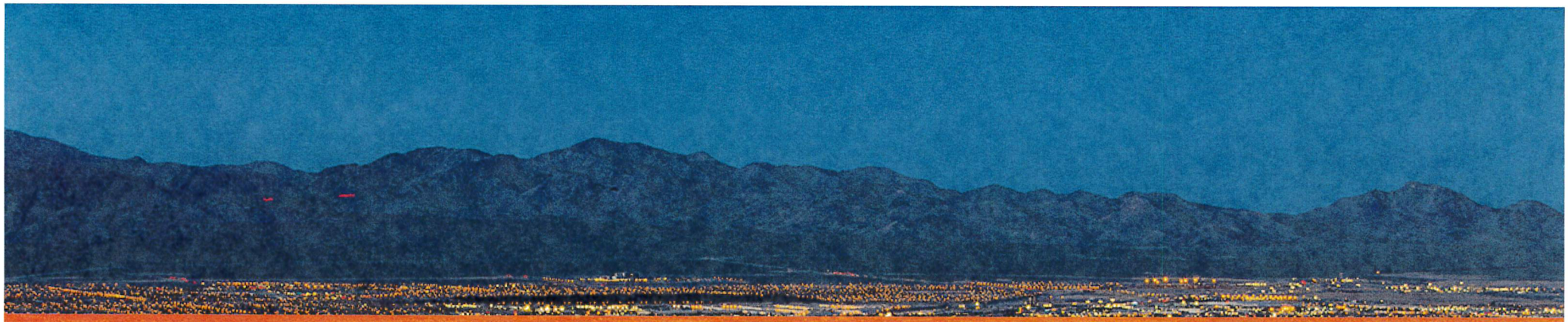
City Council
Meeting of: August 7, 2019

Agenda Item No.:
5

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

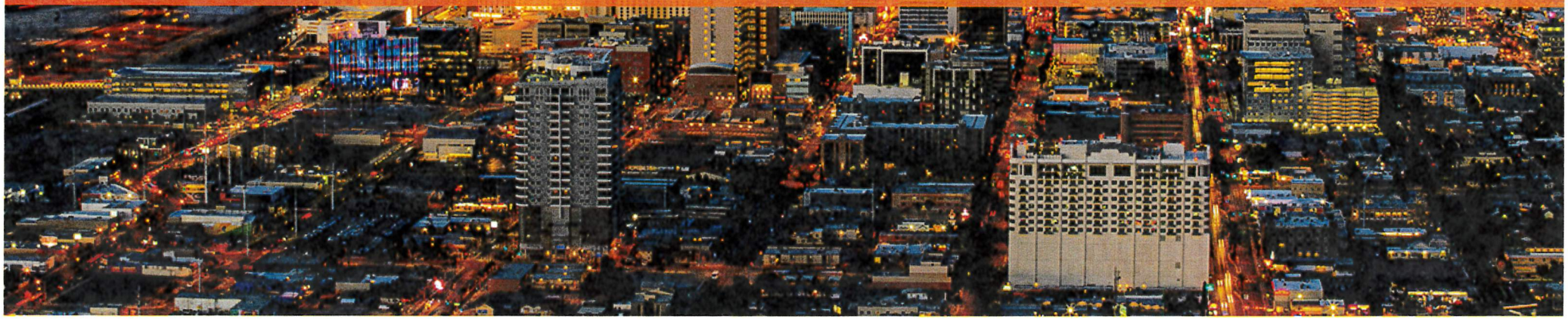
SUBJECT:
Recognition of the Citizens of the Month

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copies of Citizen of the Month Announcement and Citizen of the Month Certificate for Assistance League of Las Vegas



Citizens of the Month | August 2019

Assistance League of Las Vegas



City of Las Vegas

Citizens of the Month

Presented to

Assistance League of Las Vegas

On the 7th of August 2019

CITY OF LAS VEGAS NEVADA

Mayor Carolyn G. Goodman

Mayor Pro Tem Michele Fiore

Councilman Stavros S. Anthony

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Diaz

Submitted At Meeting

Date Item 5

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
6

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

SUBJECT:
Recognition of Sam Henry for Work at The Las Vegas Community Healing Garden

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Certificate of Appreciation for Sam Henry

City of Las Vegas

Office of the City Council

Certifcate of Recognition

Sam Henry

Mayor Pro Tem Michele Fiore and the Las Vegas City Council would like to recognize Sam Henry for his selfless volunteer efforts at the Healing Garden. On behalf of the City of Las Vegas, we extend our appreciation for your countless hours of service to our community. Thank you!

August 7, 2019

Mayor Carolyn G. Goodman

Mayor Pro Tem Michele Fiore

Councilman Stavros S. Anthony

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Diaz

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
7

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

SUBJECT:
Recognition of the Vegas Rollers Professional Tennis Team

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
8

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Public comment during this portion of the Agenda must be limited to matters on the Agenda for action. If you wish to be heard, come to the podium and give your name for the record. The amount of discussion, as well as the amount of time any single speaker is allowed, may be limited.

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
10

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the July 3, 2019 City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
11

DEPARTMENT: City Manager **CONSENT**
DIRECTOR: Scott Adams

SUBJECT:
For possible action to approve a grant agreement with the State of Nevada, Division of Emergency Management, as the funding agency; and the City of Las Vegas, Office of Emergency Management, as grant subrecipient; for the receipt of $20,000 from the FY18 United States Department of Homeland Security Emergency Management Performance Grant (EMPG) to support the City of Las Vegas Emergency Management Program - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The grant agreement between the City of Las Vegas and the State of Nevada, Division of Emergency Management, will facilitate the transfer of $20,000 in reimbursement funds to the City of Las Vegas in support of the Emergency Management Program. This funding enables the City of Las Vegas to recover Office of Emergency Management equipment costs, specifically the continued contract services for mass notification and communication services.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. FY18 EMPG Grant Award, Budget Detail, Standard Assurances for Nevada Division of Emergency Management's Federal Grant Programs

19-1305.001

Steve Sisolak
Governor

Nevada Department of
Public Safety

George Togliatti
Director

Caleb S. Cage
Chief

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

RECEIVED
JUL 18 2019
BY: CM

June 27, 2019

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

Dear Mayor Goodman:

The Nevada Division of Emergency Management (NDEM) is pleased to enclose the Federal Fiscal Year 2018, Supplemental Emergency Management Performance Grant (EMPG) award in the amount of $20,000.00.

The grant performance period is July 1, 2019, through October 30, 2019. The grant performance period is a condition of this grant award. All grant expenditures and reporting must be completed by the end of the grant performance period to receive reimbursement.

Attached to your award is a copy of the approved budget. Should there be a need for modifications to the approved budget; advance approval is required from this Division through a "Project Change Request" form. The federal assurances, grant management guide along with the grant award documents, have been updated for the FFY 2018 grant cycle. Please review these documents carefully to ensure compliance.

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

If you have any questions, or if we can be of assistance with the administration of this grant, please contact Lorayn Walser, Emergency Management Performance Grant Section, Nevada Division of Emergency Management, at (775) 687-0327.

Best Regards,

Caleb S. Cage

CSC/lw

Attachments: Grant Award
Budget
Assurances
Grant Management Guide

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

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

Sub Grant Award			
		FAIN NUMBER:	EMF-2018-EP-00010
SUBGRANTEE:	City of Las Vegas Emergency Management	CFDA / PROJECT NO:	97042.18
ADDRESS:	495 S. Main Street, Las Vegas, NV 89101	NDEM DUNS:	607025848
PROGRAM NAME:	Emergency Management Performance Grant	SUB-GRANTEE DUNS:	030381610
PROJECT TITLE:	SUPPLEMENTAL FFY 2018 Emergency Management Performance Grant (EMPG)	SUBGRANTEE GRANT FUNDS:	$20,000.00
SUBGRANTEE AWARD PERIOD: July 01, 2019-October 30, 2019		SUBGRANTEE MATCHING FUNDS:	$20,000.00
FEDERAL AWARD PERIOD TO DEM: October 01, 2017 - September 30, 2019		TOTAL SUBGRANTEE AWARD:	$40,000.00
FEDERAL AWARD AMOUNT TO DEM: $4,536,117.00			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Equipment		$20,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
SUBGRANTEE FEDERAL GRANT TOTAL		$20,000.00
SUB-GRANTEE MATCH TOTAL		$20,000.00

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

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Caleb S. Cage, Chief	Carolyn G. Goodman, Mayor
Name and Title of Appointing Official	Name and Title of Appointing Official
X Caleb S. Cage 7/2/19	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

ORIGINAL

Approved as to form
John S. Ridilla 7/18/19
John S. Ridilla Date
Deputy City Attorney

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

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

Sub Grant Award			
		FAIN NUMBER:	EMF-2018-EP-00010
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FEDERAL AWARD PERIOD TO DEM: October 01, 2017 - September 30, 2019		TOTAL SUBGRANTEE AWARD:	$40,000.00
FEDERAL AWARD AMOUNT TO DEM: $4,536,117.00			

APPROVED BUDGET FOR PROJECT		
CATEGORY	TOTAL PROJECT COSTS	
Equipment		$20,000.00
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
SUBGRANTEE FEDERAL GRANT TOTAL		$20,000.00
SUB-GRANTEE MATCH TOTAL		$20,000.00

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AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
Caleb S. Cage, Chief	**Carolyn G. Goodman, Mayor**
Name and Title of Appointing Official	Name and Title of Appointing Official
X Caleb S. Cage 7/2/19	X
Signature of Approving Official Date:	Signature of Approving Official Date:

Internal NDEM Review	
	EMPM
	ASO III
	GRM

CONFIRMATION COPY

Approved as to form
John S. Ridilla 7/18/19
John S. Ridilla Date
Deputy City Attorney

State of Nevada
Department of Public Safety
Division of Emergency Management
Budget Request Detail by Category

Supplemental EMPG - City of Las Vegas

CATEGORY	Authorized Equipment List	EMPG Amt	Match Source	Match Type (in-kind, cash, etc)	Match Amt	TOTAL PROJECT COSTS
Personnel/Fringe Benefits						0.00
			General Fund	In-Kind	20000.00	20000.00
						0.00
						0.00
						0.00
Consultant/Contract						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
Travel						0.00
						0.00
						0.00
						0.00
						0.00
Supplies/Operating						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
Equipment						0.00
System, Public Notification/Warning	04AP-09-ALRT	20000				20000.00
						0.00
						0.00
						0.00
						0.00
Training						0.00
						0.00
						0.00
						0.00
In-Direct (up to 10% only)						0.00
						0.00
TOTAL		20000.00			20000.00	40000.00



Standard Assurances for Nevada Division of Emergency Management's (DEM) Federal Grant Programs

APPLICANT: City of Las Vegas

As the duly authorized representative of the Applicant, I, Mayor Carolyn G. Goodman , hereby certify that the Applicant has the legal authority to apply for federal grant assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management, and completion of the described project ("Project") within the period of performance.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all of the following requirements:

- Applicable Federal Laws, Regulations, and Guidelines (government cost principles, uniform administrative requirements and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/);
- Notice of Funding Opportunity (NOFO);
- Applicable Nevada Statutes, Regulations, and Policies;
- Nevada Department of Public Safety, Division of Emergency Management, Grant Management Guide.

In addition to the above listed requirements, the Applicant hereby agrees to comply with the following provisions of this Agreement:

1. WRITTEN AUTHORIZATION

The Applicant shall obtain a written authorization from its governing body in support of the Project, which specifies that the Applicant agrees:

a. To designate the authorized representative with the authority to bind the governing body;

b. To provide all matching funds required for the Project;

c. That any liability arising out of the performance of the Project and assurances will be the responsibility of the Applicant; and

d. Grant funds shall not be used to supplant expenditures controlled by the Applicant or its governing body.

2. ACCESS TO RECORDS

The Applicant will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. PERIOD OF PERFORMANCE

The period of performance for each grant award will be determined by the Division of Emergency Management ("DEM") based upon the deadlines imposed on DEM by the terms of the federal grant. All work on the Project must be completed within the period of performance specified in the grant. DEM will periodically review the expenditures of the grant to ensure sufficient progress is made on the Project. If DEM determines that the Project will not be completed within the period of performance, DEM will terminate the grant and re-obligate the funding to other projects.

4. FUNDING RESTRICTIONS

Federal funds made available through an award may be used only for the purpose outlined in the award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal award, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal Government or any other government entity.

5. LOBBYING AND POLITICAL ACTIVITIES

The Applicant must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action concerning the award or renewal.

The Applicant will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

6. DEBARMENT AND SUSPENSION

The Applicant is subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. §200.212, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

The Applicant agrees to comply with the Federal Debarment and Suspension regulations as outlined in the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions." Proof of debarment search must be provided to DEM.

7. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

The Applicant will comply with all federal statutes relating to non-discrimination. These include, but are not limited to, the following:

a. Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;

b. Title IX of the Education Amendments of 1972, (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;

c. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. §794), which prohibits discrimination against those with disabilities or access and functional needs;

d. Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs (42 U.S.C. §§ 12101-12213.);

e. Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;

f. Public Health Service Act of 1912 (42 U.S.C. §§ 290), relating to confidentiality of patient records regarding substance abuse treatment;

g. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

h. Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government

business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin;

i. Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;

j. DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;

k. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and

l. The requirements of any other nondiscrimination statute(s) which may apply to the application.

8. DRUG FREE WORKPLACE

The Applicant must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

9. ENVIRONMENTAL PROTECTIONS

The Applicant will comply with environmental standards which may be prescribed pursuant to the following:

a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

b. Notification of violating facilities pursuant to EO 11738;

c. Protection of wetlands pursuant to EO 11990;

d. Evaluation of flood hazards in floodplains in accordance with EO 11988;

e. assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*);

f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*);

g. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205);

h. Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system;

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

renovation activities defined by the SAA's office that have been initiated without the necessary EHP review and approval will result in a non-compliance funding and will not be eligible for Federal funding. Please see the link provided for Information Bulletin (IB) 371 Environmental Historical Review Process http://www.fema.gov/doc/government/grant/bulletins/info329_final_screening_memo.docx

10. PREPAREDNESS FUNDING

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

The Applicant may not use future year preparedness grant funding to pay for additional agreements and user fees, please refer to Information Bulletin (IB) 336 & 379. All ongoing expenses after the performance period has expired are the responsibility of the grantee/sub-grantee and will not be paid for with FEMA preparedness grant funding.

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

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

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

11. FEDERAL EMERGENCY MANAGEMENT GRANT PROGRAM DIRECTORATE INFORMATION BULLETINS

The Grant Programs Directorate (GPD) Information Bulletins (IBs) section provides access to GPD IBs released since 2012. IBs provide stakeholders with administrative instructions and guidelines critical to supporting the effectiveness and efficient delivery of FEMA Grant Programs. The Applicant will comply with all GPD IBs. **https://www.fema.gov/grant-programs-directorate-information-bulletins**

12. CONFLICTS OF INTEREST

The Applicant will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

13. AUDITS

The Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements, if Applicant expends $750,000 or more in federal grant funds annually,

The Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

14. NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)

The Department of Homeland Security released the National Incident Management System (NIMS) as required by Homeland Security Presidential Directive (HSPD) 8 Management of Domestic Incidents and Preparedness. HSPD-5 established and designated the National Integration Center (NIC) Incident Management Systems Division as the lead Federal entity to coordinate NIMS compliance.

In order to be eligible to receive grant funding, the Applicant must meet NIMS compliance requirements. State, Territory, Tribal, and local governments are considered to be in full NIMS compliance if they have adopted and/or implemented compliance activities, as determined by the National Incident Management System Capability Assessment Support Tool (NIMSCAST) or other accepted means. Additional information on achieving compliance is available at http://www.fema.gov/emergency/nims/

15. INTERGOVERNMENTAL PERSONNEL ACT

The Applicant will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

16. HUMAN TRAFFICKING

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a sub-recipient from: (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect, (2) Procuring a commercial sex act during the period of time that the award is in effect, or (3) Using forced labor in the performance of the award or subawards under the award.

17. CONSTRUCTION PROJECTS

For construction projects, the Applicant will:

a. Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in

the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

b. Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and

c. Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

18. LABOR STANDARDS

The Applicant will comply with the following federal labor standards:

a. The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts; and

b. The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

19. WORKER COMPENSATION

The Applicant will comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Project, as per the workers compensation laws set forth in NRS 616A, NRS 616B, NRS 616C, NRS 616D, and NRS 617.

20. REAL PROPERTY

If applicable to the type of project funded by this federal award, the Applicant will:

a. Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;

b. Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

c. Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*); and

d. Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

21. CONTROLLED EQUIPMENT AND EQUIPMENT MANAGEMENT

The Applicant is subject to compliance with Information Bulletin(s) (IB) 407, 407a, and 414. Applicant is also subject to EO 13688, Federal Support for Local Law Enforcement Equipment Acquisition issued January 16, 2015, and the recommendations pursuant to the EO 13688, which collectively establishes a Prohibited Equipment List and Controlled Equipment List and identified actions necessary to improve Federal support for the appropriate acquisition, use, and transfer of controlled equipment by state, local, tribal, territorial, and private grant recipients. The Applicant must adhere to IB 407 and must follow the established pre-approval processes in place per this guidance.

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

22. DUPLICATION OF BENEFITS

The Applicant acknowledges that any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E, may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

23. NEVADA PUBLIC RECORDS ACT AND THE FREEDOM OF INFORMATION ACT

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the Nevada Public Records Law, contained in Chapter 239 of the Nevada Revised Statutes.

24. HUMAN SUBJECTS

The Applicant will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

25. SAFECOM

The Applicant will comply with the SAFECOM Guidance for Emergency Communication Grants.

26. WHISTLEBLOWER PROTECTION ACT

The Applicant will comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

27. USE OF DHS SEAL, LOGO AND FLAGS

The Applicant will obtain permission from their financial assistance office, prior to using the Department of Homeland Security (DHS) seal(s), logos, crests or reproductions of flags or likenesses of the DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

28. USA PATRIOT ACT OF 2001

The Applicant will comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act).

29. UNIVERSAL IDENTIFIER AND SYSTEM OF AWARD MANAGEMENT (SAM)

The Applicant will comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

30. TERRORIST FINANCING

The Applicant will comply with EO 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Applicant to ensure compliance with the EO and related laws.

31. REPORTING SUBAWARDS AND EXECUTIVE COMPENSATION

The Applicant understands and acknowledges that in order to sub-subaward grant funding, written permission must be granted by DEM in advance of the sub-subaward.

The Applicant will comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.

32. PATENTS AND INTELLECTUAL PROPERTY RIGHTS

Unless otherwise provided by law, the Applicant is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. §§ 200 *et seq*. The Applicant is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

33. NOTICE OF FUNDING OPPORTUNITY REQUIREMENTS

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. The Applicant will comply with any such requirements set forth in the program NOFO.

34. NON-SUPPLANTING REQUIREMENT

The Applicant acknowledges that supplanting is prohibited by law and will ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.

35. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. § 2225a, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. § 2225.

36. AMERICA ACT OF 1974

The Applicant will comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

37. BEST PRACTICES FOR COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. The Applicant will have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. The Applicants may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.

38. ACTIVITIES CONDUCTED ABROAD

The Applicant will ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

39. ACKNOWLEDGMENT OF FEDERAL FUNDING FROM DHS

The Applicant must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

40. FEDERAL LEADERSHIP ON REDUCING TEXT MESSAGING WHILE DRIVING

The Applicant is encouraged to adopt and enforce policies that ban text messaging while driving as described in EO 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.

41. FEDERAL DEBT STATUS

The Applicant is required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

42. FALSE CLAIMS ACT AND PROGRAM FRAUD CIVIL REMEDIES

The Applicant will comply with the requirements of 31 U.S.C. §§ 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which detail the administrative remedies for false claims and statements made.)

43. ENERGY POLICY AND CONSERVATION ACT

The Applicant will comply with the requirements of 42 U.S.C. § 6201 which contains policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

44. DUPLICATION OF BENEFITS

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the Applicant from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.

45. DRUG-FREE WORKPLACE REGULATIONS

The Applicant will comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. §§ 701 *et seq.*), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

46. COPYRIGHT

The Applicant will affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

47. OWNERSHIP OF INFORMATION

Any publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the Applicant in the performance of its obligations under this grant shall follow 2 CFR Appendix A Part 220 and 2 CFR 200.315. All publication, invention, patent, photograph, negative, book, drawing, record, document, or other material prepared by the Applicant in the performance of its obligations under this grant shall be provided to the State of Nevada for review and archival in the grant file.

Whenever possible equipment, real property, public service announcements, etc., should reflect, "made possible by the Nevada Department of Public Safety Division of Emergency

Management and paid for by FEMA/DHS." (example only applies to Homeland Security Grant Program grants, for other grants please see DEM). In order to be reimbursable, all items above must be approved prior to procurement. Federal granting agency retains ownership of all publications, inventions, patents, photographs, negatives, books, drawings, records, documents or other material prepared by the sub-grantee in the performance of its obligations to the grant.

48. SUBGRANTEE MONITORING

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

49. ASSIGNMENT AND DELEGATION

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

50. INDEMNIFICATION AND DEFENSE

To the fullest extent permitted by law, the Applicant shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any breach of the obligations of Applicant under this Agreement, or any alleged negligent or willful acts or omissions of the Applicant, its officers, employees and agents. The Applicant's obligation to indemnify the State shall apply in all cases except for claims arising solely from the State's own negligence or willful misconduct. The Applicant waives any rights of subrogation against the State. The Applicant's duty to defend begins when the State requests defense of any claim arising from this Agreement.

51. TERMINATION

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

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

description of the grant award. The sub-grantee shall be liable to the DEM for any excess costs incurred by the DEM in procuring equivalent materials or services in substitution for materials or services described in the project description of the grant award.

As the duly authorized representative of the Applicant for City of Las Vegas, I hereby certify that the Applicant will comply with the above assurances and certifications.

NAME: Carolyn G. Goodman TITLE: Mayor

SIGNATURE:_____ DATE:_____

Approved as to form
John S. Ridilla 7/18/19
John S. Ridilla Date
Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
12

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Brad Jerbic

SUBJECT:
For possible action to approve continued funding for Kolesar & Leatham to represent the City of Las Vegas in actions filed against it by 180 Land Company, LLC, Case No. A-18-771389-C, in the Eighth Judicial District Court, concerning the City's failure to act on the Lowie group's applications within the time mandated by law, and Case No. 2:18-cv-0547-JCM-CWH, in the United States District Court, alleging due process and equal protection claims relating to the development of a portion of the former Badlands Golf Course for an amount not to exceed $100,000 (General Fund) - Ward 2 (Seaman)

FISCAL IMPACT:
Augmentation Required
Amount: $100,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
180 Land Company, LLC filed two lawsuits against the City, one in state court, and one in federal court. The state court action seeks damages for certain procedural issues. The federal court action seeks damages and injunctive relief for alleged constitutional violations. On April 2, 2018, the City Manager authorized Kolesar & Leatham to begin defending the City of Las Vegas in these actions and authorized fees up to $50,000. On November 21, 2018, the City Council authorized additional funding of $100,000. Due to the circumstances of this litigation, legal fees will likely soon exceed $150,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Kolesar & Leatham Engagement Letter

KOLESAR & LEATHAM

ATTORNEYS AT LAW

400 SOUTH RAMPART BLVD., SUITE 400
LAS VEGAS, NEVADA 89145
702.362.7800

klnevada.com

July 19, 2019

Via Email to: pbyrnes@lasvegasnevada.gov

CITY OF LAS VEGAS
OFFICE OF THE CITY ATTORNEY
495 S. Main Street
Las Vegas, NV 89101

Attn: Philip R. Byrnes, Senior Litigation Counsel

Re: Litigation Services
180 Land Company v. City of Las Vegas; 8JDC Case No.: A-18-771389-C
180 Land Company v. City of Las Vegas; USDC Case No. 2:18-cv-0547-JCM-CWH
And any other "Badlands Golf Course" or "Queensridge Land" Litigation (our file series 10350-xx and for and litigation related to City Council our file series 10352-xx, in either series, each matter will be assigned to a separate file)

Dear Mr. Byrnes:

This Engagement Letter describes the terms upon which Kolesar & Leatham will continue to provide legal services to the City of Las Vegas and/or affiliated entities ("you"), and bill you for those services. The purpose of this letter is to reaffirm the scope of our continuing engagement, to confirm that we are in mutual agreement with respect to the same, to set forth the financial arrangements pursuant to our engagement and to verify your approval of such financial arrangements. We ask the City of Las Vegas to augment the budget by $50,000 for this continuing legal engagement.

1. **Professional Undertaking:** Our goal is to provide you with quality legal services, on schedule and at a reasonable cost. Using our professional judgment, we will endeavor to assign work on your behalf to those attorneys and other personnel that we deem appropriate under the circumstances. Although we will do our best to serve you effectively, we cannot guarantee success on any given matter. Nor do we guarantee that any particular result will be attained by us. Any questions or concerns that you might have with regard to our services should be directed to us at once.

   Specifically, you have requested our services to act as counsel for you in connection with issues and matters relating to the Badlands Golf Course property, other land use at Queensridge, and certain other matters relating to the foregoing, as well as other matters as requested from time to time going forward.

Unless specifically described above, we do not provide counsel as to the federal income tax aspects of any transactions or with respect to public securities.

2. **Hourly Fees:** Generally, our fees for services are calculated based upon the applicable hourly rates for the attorneys and legal assistants who do the work. Our schedule of hourly rates for such personnel is based on experience, training and level of professional attainment. However, consistent with services we provide to certain public entities and other clients, we propose to use a blended rate for each attorney, regardless of seniority or his/her standard hourly rate. Attorneys will bill at $345 per hour, paralegals will be billed at $185 per hour, law clerks will be billed at $125 per hour.

   We believe that our hourly rates are comparable with the rates charged for the same kinds of work by lawyers or other professionals of similar experience, expertise and standing. We try to use associate and paralegal support on projects where possible. When billing, we review our computer-prepared time records carefully and make appropriate adjustments, if we feel they are called for under the circumstances.

   In our experience, this manner of billing is customary for firms like ours, where work is performed by various lawyers, many of whom are specialists in the type of work being undertaken.

3. **Costs:** In the course of rendering services to you, it may be necessary for us to incur expenses for items such as filing and recording fees, deposition transcripts, computerized legal research, notary service, overnight or special delivery service, postage, photocopying, facsimile transmissions, telephone calls, travel, lodging, and meals. The actual expenses incurred will vary depending on the services that we provide to you.

   Expenses paid entirely to third parties (such as travel and lodging expenses) will be billed to you at our "out-of-pocket" cost. No charge will be assessed for either our secretarial services or overtime incurred by our staff.

   Expense items incurred on your behalf will be itemized separately and billed on our statements as "disbursements." Third-party expenses may be forwarded directly to you for payment. As is usually the case, expense disbursements may not be current at the time of final billing. Remaining disbursements, if any, will be billed at a later date.

4. **Billing Statements:** Generally, our statements are prepared and mailed on a monthly basis. Each statement is reviewed in advance by the responsible attorney and then processed through our accounting department. Our statements are payable upon presentation, and are overdue if not paid by the Due Date set forth on the statements.

5. **Termination:** You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange

alternative representation. In either event, fees and costs incurred on or before the date of termination must be paid as described in this letter.

6. **Other Matters:** Unless we otherwise agree, the terms and conditions of this letter will apply to all matters for which you engage us as counsel.

If this letter correctly sets forth your understanding of the scope of the services to be rendered by Kolesar & Leatham, and if the terms of the engagement are satisfactory, please execute and return a copy of this letter. If the scope of services described is incorrect or if the terms of the engagement set forth in this letter are not satisfactory to you, please let us know so that we can discuss either aspect.

Very truly yours,

KOLESAR & LEATHAM

Alan J. Lefebvre, Esq.

AJL/chk

Acknowledged, Read and Accepted
this _____ day of _____, 2019.

CITY OF LAS VEGAS

By: _____
Name: CAROLYN GOODMAN
Its: Mayor

Approved as to form:

By: _____
Philip R. Byrnes
Senior Litigation Counsel

Dated: _____

3184777 (10350-4)

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
13

DEPARTMENT: City Attorney **CONSENT**
DIRECTOR: Brad Jerbic

SUBJECT:
For possible action to approve the authorization for Eglet Adams, the City's outside legal counsel for opioid-related litigation, to file a complaint in state court on behalf of the City of Las Vegas against manufacturers, distributors, and prescribers of opioids - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
At its April 4, 2018, meeting, the City Council approved the pursuit of possible opioid-related litigation through an outside legal counsel. Subsequently, at its August 1, 2018, meeting, the City Council selected Eglet Prince (now Eglet Adams), over four other law firms that responded to the Request for Statements of Qualifications, to serve as Special Legal Counsel to the City regarding a potential lawsuit against the manufacturers, distributors, and prescribers of opioids. With this item, Eglet Adams requests and recommends authorization from the City Council to file a complaint in state court against manufacturers, distributors, and prescribers of opioids that have harmed the city and its residents.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve the notification of filing of Declarations of Interest in property located in the existing Redevelopment Area and/or Redevelopment Area 2

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Nevada Community Redevelopment Law (NRS 279.454) requires any officer or employee of the City who participates in the formulation of or approval of plans or policies for a redevelopment area to disclose any direct or indirect financial interest he/she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest on the minutes of both the City Council and the Redevelopment Agency.

RECOMMENDATION:
Report only. By receiving this report, the City Council acknowledges the names of those persons filing a Disclosure of Interest as indicated in Attachment A.

BACKUP DOCUMENTATION:
1. Agenda Memo containing procedure used by the City Clerk for appropriate filings
2. Completed Filings for those Persons with an Interest to Declare (Attachment A)

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 7, 2019

DEPARTMENT: CITY CLERK
ITEM DESCRIPTION: REPORT ON THE FILING OF DECLARATIONS OF INTEREST IN THE EXISTING REDEVELOPMENT AREA AND/OR REDEVELOPMENT AREA 2

As noted on the Agenda Summary Page, the Nevada Community Redevelopment Law contains a provision (NRS 279.454) which requires any officer or employee of the City who in the course of their duties participates in the formulation of or approval of plans or policies for a redevelopment area to disclose any direct or indirect financial interest he or she has in said property; and, if any officer or employee owns, purchases or acquires any interest in such property, they shall make a written disclosure of said interest.

This law further requires that said interest be disclosed to both the Redevelopment Agency and City Council and that this be entered upon the Minutes of both bodies.

Notification for disclosure was distributed to Council Members, City officers, Department Directors and Planning Commissioners. It was the responsibility of the Department Directors to determine if their department fell under the jurisdiction of this section of NRS and if so, to have appropriate staff members also submit the disclosure form. Declaration forms are attached (Attachment A) only for those persons who had an interest to declare.

This is a duplicate item on both the City Council and Redevelopment Agency agendas.

DATE: June 17, 2019

TO: LuAnn D. Holmes, City Clerk and Secretary to the Redevelopment Agency

RE: Disclosure of Interest – Redevelopment Area / Redevelopment Area 2

RECEIVED
CITY CLERK
2019 JUL 24 A 7:39

Please complete the following information:

Name: Sam CHERRY

Title:

Department: PLANNING DEPT

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that

I DO ☒

I DO NOT ☐

hold a financial interest in any property located in the areas identified as the Downtown Redevelopment Area or Redevelopment Area 2.

Signature (Required) Date 7-23-19

If you do hold a financial interest, specify below and attach additional sheets if needed.

Location of Property:	Check: RDA	or RDA 2
900 S LAS VEGAS BLVD	☒	☐
SW CORNER CALIFORNIA & COLORADO	☒	☐
SW CORNER MAIN & CALIFORNIA TO COMMERCE SOUTH	☒	☐
10TH COMMERCE	☒	☐
COMMERCE BUILDING ON COMMERCE JUST SOUTH OF 7/11	☒	☐
SE CORNER 11TH & STUART	X	
NE CORNER 11th & STUART & MAIN ST	X	

Description of Interest:

FINACIAL

If additional sheets are necessary, please be sure to include the location of the property, a description of your interest and clearly identify whether it falls in the Redevelopment Area or Redevelopment Area 2.

DATE: June 17, 2019

RECEIVED
CITY CLERK
2019 JUN 20 A 11:42

TO: LuAnn D. Holmes, City Clerk and Secretary to the Redevelopment Agency

RE: Disclosure of Interest – Redevelopment Area / Redevelopment Area 2

Please complete the following information:

Name: MIKE JANSSEN

Title: PUBLIC WORKS DIRECTOR

Department: PUBLIC WORKS

In accordance with the provisions of NRS 279.454, this is to advise the Clerk that

I DO ☒

I DO NOT ☐

hold a financial interest in any property located in the areas identified as the Downtown Redevelopment Area or Redevelopment Area 2.

Mike Janssen — Signature (Required)

6/19/19 — Date

If you do hold a financial interest, specify below and attach additional sheets if needed.

Location of Property:	Check: RDA	or RDA 2
353 E. BONNEVILLE #115, LAS VEGAS, 89101	☒	☐
	☐	☐
	☐	☐
	☐	☐
	☐	☐

Description of Interest:

MY PRIMARY RESIDENCE

If additional sheets are necessary, please be sure to include the location of the property, a description of your interest and clearly identify whether it falls in the Redevelopment Area or Redevelopment Area 2.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve a Second Amendment to Parking Lease Agreement between the City of Las Vegas and Proview Series 17, LLC granting a three-year extension to the existing agreement for the parking lot located at 201 South 4th Street (APN 139-34-610-031) and 200 South Las Vegas Boulevard (APN 139-34-610-023) - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
A Parking Lease Agreement was approved on September 4, 2013, allowing operation, maintenance, and enforcement of the parking lots located at 201 South 4th Street and 200 South Las Vegas Boulevard. A First Amendment, dated August 3, 2016, was subsequently approved which granted a thirty-six (36) month extension of time and amended the rent in consideration of the Landlord's installation of lighting in the lots and asphalt repairs. This Second Amendment will allow for a thirty-six (36) month extension of time. Projected revenues to the parking enterprise fund after expenses are $75,000 annually.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Second Amendment to Parking Lease Agreement
2. Site Map

SECOND AMENDMENT TO
PARKING LEASE AGREEMENT

THIS SECOND AMENDMENT TO PARKING LEASE AGREEMENT ("Second Amendment") is entered into as of the _____ day of _____, 2019 by and between PROVIEW SERIES 17, LLC, a Nevada series limited liability company ("Landlord") and the CITY OF LAS VEGAS, 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."

WHEREAS, the Parties have entered into that certain Parking Lease Agreement ("Agreement") dated September 4, 2013 whereby Landlord leases to Tenant that certain real property bounded by South 4th Street, East Carson Avenue, and South Las Vegas Boulevard in Las Vegas, Nevada, commonly known as 201 S. 4th Street and 200 S. Las Vegas Boulevard and bearing Clark County Assessor's Parcel Numbers 139-34-610-031 and 139-34-610-023, (the "Site") for the operation by Tenant of a paid parking lot, as amended by that certain First Amendment to Parking Lease agreement dated August 3, 2016 ("Amendment").

WHEREAS, the Parties desire to enter into this Second Amendment in order to grant a thirty-six (36) month extension of time.

NOW, THEREFORE, the Parties do hereby agree to amend the Lease as follows:

1. Lease Term. The Parties agree that the term of the Lease is hereby extended and expires on September 30, 2022.

2. Effect. Except as modified by this Second Amendment, the Agreement and First Amendment remains in full force and effect in all respects. In the event of any conflict between the terms of this Second Amendment and the Agreement or First Amendment, this Second Amendment shall govern and control.

3. Disclosure. As required by Resolution R-105-99 adopted by the City Council effective October 1, 1999, Landlord warrants that is has disclosed, on the form attached hereto as Exhibit A, the identity of all persons and entities holding more than a one percent (1%) interest in Landlord, if any, as of the Effective Date of this Second Amendment. Through the term of the Lease, Landlord shall notify Tenant in writing of any material change in the above disclosure within fifteen (15) calendar days of any such change.

4. Miscellaneous. This Second Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same Second Amendment. Delivery of this Second Amendment may be accomplished by facsimile transmission of this Second Amendment. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Second Amendment.

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

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

By: _____
Carolyn G. Goodman, Mayor

PROVIEW SERIES 17, a Nevada series
limited liability company

By: _____
Kamran Fouladbakhsh, Manager

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

_____ 7-11-19
Date

Exhibit A

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:	Review Series 17, LLC
Address:	203 N. 9th St. Las Vegas
Telephone:	(702) 750-1668
EIN or DUNS:	45-5130416

Block 2 Description
Second Amendment to Parking Lease Agreement Parcels 139-34-610-031 and 023

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.	Kamran Fouladbakhsh / Manager	203 N. 9th St. Las Vegas NV 89101	(702) 750-1168
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: _____.

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.

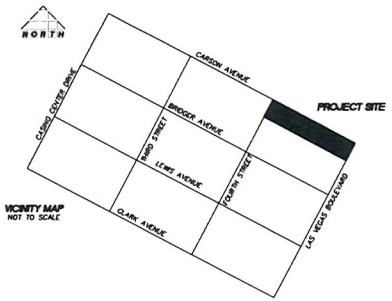
Name KAMRAN D. FOULADBAKHSH

Date 7/2/19

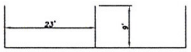
Subscribed and sworn to before me this 2ND day of July, 2019

Notary Public

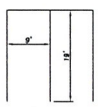
OCIEL ZUNIGA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-24-2021
Certificate No: 17-3540-1



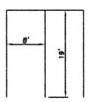
VICINITY MAP
NOT TO SCALE



0° STANDARD



90° STANDARD



90° COMPACT

PARKING DIMENSIONS

STANDARD	
90° ANGLE	19'x9'
0° ANGLE	23'x9'
COMPACT	
90° ANGLE	19'x8'

PER CITY OF LAS VEGAS UNIFIED DEVELOPMENT CODE CHAPTER 19.08

LEGAL DESCRIPTION

PARCEL I
LOTS TWENTY-EIGHT (28) THROUGH THIRTY-TWO (32) AND THE NORTH HALF (N ½) OF LOT TWENTY-SEVEN (27) IN BLOCK THIRTY-SIXE (36) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II
LOTS ONE (1) THROUGH FIVE (5) IN BLOCK THIRTY-SIXE (36) OF CLARK'S LAS VEGAS TOWNSITE, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1, OF PLATS, PAGE 37, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

BENCHMARK

CLV #0613488
CITY OF LAS VEGAS RIVET AND PLATE IN TOP OF CURB AT THE NORTHEAST CORNER OF MAIN STREET AND LEWIS AVENUE.
ELEVATION:
2026.06 FEET
617.545 METERS
CITY OF LAS VEGAS BENCHMARK BOOK 2008 ADJUSTMENT
UPDATED MAY 24, 2010

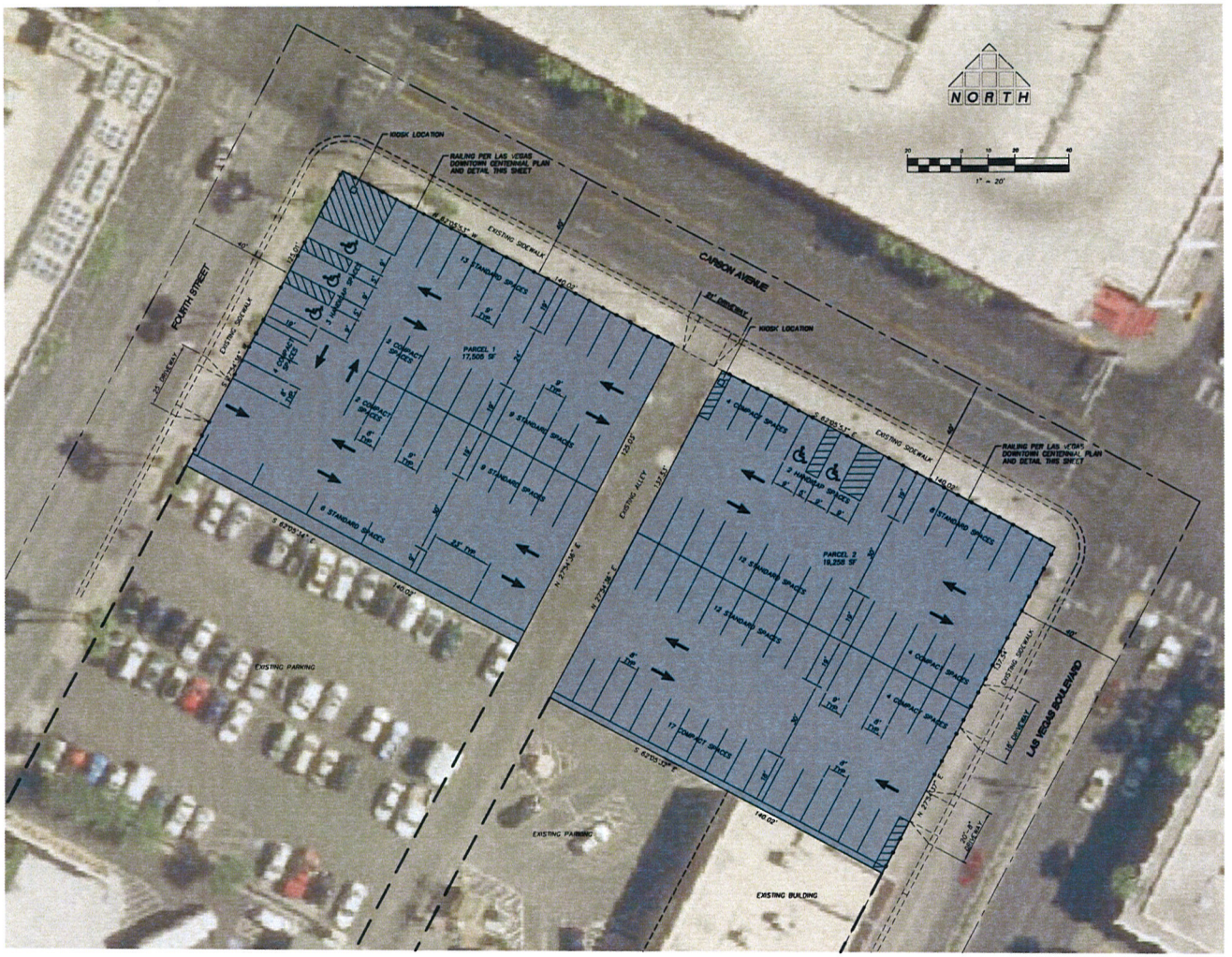
BASIS OF BEARINGS

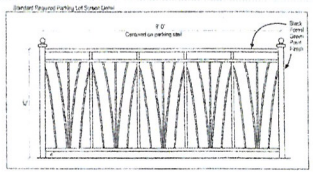
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CENTERLINE OF LAS VEGAS BOULEVARD BETWEEN BRIDGER AVENUE AND CARSON AVENUE WHICH BEARS SOUTH 27° 54'36" WEST AS SHOWN ON THE RECORD OF SURVEY FOR CITY OF LAS VEGAS IN FILE 67 OF SURVEYS ON PAGE 79 OF CLARK COUNTY OFFICIAL RECORDS.

Call before you Dig
Avoid cutting underground utility lines. It's easily.
Call
811
or
1-800-227-2600
CLARK COUNTY TRAFFIC OPERATIONS
OR
1-702-445-7544

Avoid overhead power line contact.
Call before you Overhead
1-702-227-2929
NEVADA POWER COMPANY
SOUTH NEVADA DISTRICT

Call before you Underground
1-702-445-7511
1-702-445-5300





PARKING LOT SCREEN DETAIL
PER LAS VEGAS DOWNTOWN CENTENNIAL PLAN

SITE DATA

ASSESSOR'S PARCEL NUMBER	139-34-610-023, 031
EXISTING ZONING:	C-2 (GENERAL COMMERCIAL DISTRICT)
GROSS AREA:	0.85± ACRES
OWNER:	PROVIEW SERIES 17, LLC.
DEVELOPER:	E TECH CONSTRUCTION

PARKING ANALYSIS

STANDARD	69
COMPACT	37
HANDICAP	5
TOTAL	111

REV.	DATE	BY	REVISION

DRAWN BY: BP
DESIGNED BY:
CHECKED BY:
COMMENTS ADDRESSED BY:
PROJECT NO.
SCALE: 1"=20'

T THOMASON
C CONSULTING
E ENGINEERS
3800 SPRINGS ROAD, SUITE 400
LAS VEGAS, NEVADA 89120
702-932-6125 FAX: 702-932-6129

PH:
E TECH CONSTRUCTION
FAX:

CARSON AVENUE PARKING
SITE PLAN
City Council

SHEET 2 OF 2
DRAWING NO.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve a Parking Lease Agreement between the City of Las Vegas and RR Properties, LLC where the City of Las Vegas (City) will operate a parking lot located at the northeast corner of Hoover Avenue and 4th Street with the terms of the lease payments as described in the agreement (APN's 139-34-410-142, -143 and -144) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $28,000
Funding Source: Parking Enterprise Fund
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
RR Properties, LLC, wishes to lease the parking lot to the City in order to continue to operate a paid parking lot, which will serve area residents, visitors, retail establishments, and First Friday parking. Projected net revenues to the City are approximately $12,000 annually for the three-year term. The parking lot has a temporary parking lot status until May 8, 2022. The agreement requires that the lot owner obtain appropriate permits to continue operation as a parking lot or operations will cease.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Parking Lease Agreement
2. Site Map

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (this "Lease") is made as of the 7th day of August, 2019 (the "Effective Date"), by and between R R Properties, 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 the Hoover Parking Lot, Las Vegas, Nevada, as more particularly identified as Clark County Assessor's Parcel Numbers 139-34-140-144, 139-34-140-143 and 139-34-140-142, (the "Site") for the operation by Tenant of a paid parking lot;and

B. The Site is a paved and striped parking lot with 72 parking spaces and other improvements as set forth on Exhibit A attached hereto and hereby made a part of this Agreement; and lot.

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

ARTICLE 1
BASIC TERMS

Section 1.01 DEFINITIONS.

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

Commencement Date: The Commencement Date shall be August 7, 2019.

Complete or Partial Closure: The election of Landlord pursuant to Section 2.0l(c) below to completely or partially close the Site for parking such that no parking is available to the public on the closed portion(s) of the Site.

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, and parking citation revenues and 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 Execution Date.

Landlord's Addresses: 801 S. 4th Street, Las Vegas, Nevada 89101.

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 Commencement Date, continuing for three (3) years, and expiring on May 8, 2022.

Make Good Payment(s): As defined in Section 2.0l(d).

Partial Closure: The election of Landlord pursuant to Section 2.01(c) below to close a portion of the parking on the Site provided that a least one (1) parking space is available for public use on the Site.

Percentage Rent: Tenant shall pay to Landlord rent for the Premises a monthly amount equal to one hundred (100%) percent of Tenants monthly total Gross Revenues up until Landlord has earned $17,000.00 of Gross Revenues. Thereafter, Tenant shall pay to Landlord rent for the Premises a monthly amount equal to seventy (70%) percent of Tenants monthly total Gross Revenues.

Premises Address: 829 South 4th Street, Las Vegas, Nevada, 89101.

Permitted Uses: As defined in Section 5.01 below.

Premises: The Site and any improvements constructed thereon by Landlord. 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 rent for the Premises a monthly amount equal to one hundred (100%) percent of Tenants monthly total Gross Revenues up until Landlord has earned $17,000.00 of Gross Revenues. Thereafter, Tenant shall pay to Landlord rent for the Premises a monthly amount equal to seventy (70%) percent of Tenants monthly total Gross 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.

(c) Statements. Percentage Rent shall be paid monthly as set forth in this Section l.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. Such statement shall include the amount of any Make Good Payments then due to Tenant pursuant to Section 2.01(d) below and any Make Good Payments deducted by Tenant from Percentage Rent then due. Along with such statement, Tenant shall include its check for such Percentage Rent then due from Tenant to Landlord. If a Make Good Payment is due from Landlord, such payment will be due to Tenant within five (5) calendar days. In the alternative, Tenant shall have the right to deduct any Make Good Payment due to Tenant from any Percentage Rent due 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 or Adjusted Gross Revenues, as the case may be, 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.

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 two (2) one (1) year periods each upon their mutual agreement but at their 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 upon ninety (90) days prior written notice in the event Landlord has obtained a building permit for the development of the Premises into an alternative use and is prepared to commence development of the Premises. 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 must be obtained through the normal development processes of the City of Las Vegas, Nevada.

(c) Landlord's Right to Complete and/or Partial Closure of the Premises. Tenant agrees that Landlord shall have the right to enact a Complete Closure or Partial Closure of the Premises at Landlords discretion upon ten (10) days written notice to Tenant. Upon a Complete or Partial 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 or Partial Closure, Landlord shall have the right to manage that portion of the closed Premises.

(d) Make Good Payment. In the event during any three (3) calendar month period of the Lease Term the Gross Revenues are less than the sum of the Monthly Threshold for the 3 months combined for any reason whatsoever, including, without limitation, a result of Partial Closure, Complete Closure and/or the impact on Gross Revenues resulting from the parking fees set by Landlord pursuant to Section 5.01 below, then Landlord agrees to pay to Tenant a sum equal to the Monthly Revenue Threshold minus the amount of Gross Revenues for such three month period (the "Make Good Payment"). Landlord shall pay to Tenant any Make Good Payment due to Tenant within five (5) days of written notice from Tenant to Landlord. Landlord agrees that in the alternative Tenant shall have the right to deduct any Make Good Payment due to Tenant from

any Percentage Rent due to Landlord as such Percentage Rent next comes due.

Section 2.02 DELIVERY OF POSSESSION.

Landlord will deliver to Tenant possession of the Premises on the Effective Date.

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.

Section 2.04 OPERATING PERMIT.

Landlord acknowledges that the permit to operate the Site as a parking lot expires on May 8, 2022. Landlord agrees that Tenant will suspend operation of the parking lot at any time that a permit to operate the Site as a parking lot is not in effect and will continue to suspend operation of the lot until a permit permitting operation of the Site as a parking lot is issued. If a permit for the operation of a parking lot is not in place for a period of sixty (60) days, Tenant shall have the right at its option to terminate this Agreement immediately upon written notice to Landlord.

ARTICLE 3
TENANT IMPROVEMENTS

Section 3.01 TENANT IMPROVEMENTS.

Tenant will provide two (2) parking meters subject to Landlord paying in advance the cost of installation and signage, including the pouring of a concrete pad for the parking meters.

ARTICLE 4
OPERATING COSTS

Section 4.01 OPERATING COSTS.

(a) Except as provided in Section 1.02(a), Tenant agrees that Tenant shall be responsible at its sole cost and expense for all ordinary maintenance and utilities required to the Premises such as staffing, striping, sweeping, trash pickup, minor asphalt patching and maintaining the parking meters and signage. 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 resurfacing or major repairs or repairs to the lighting systems at the Premises.

(b) Landlord shall be responsible for all other costs and expenses related to the ownership and operation of the Premises, including, without limitation, (i) all required expenditures of a capital nature, (ii) lighting, fencing and landscaping installation, (iii) real estate taxes and assessments and iv) major asphalt repair and repaving.

Section 4.02 INTEREST ON PAST DUE OBLIGATIONS.

Any amount owed by 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. With the exception of those parking fees and charges established in the Las Vegas Municipal Code, all parking charges and fees shall be set by Tenant (or set by Landlord subject to Tenant's written approval). Landlord shall have the right to permit free or discounted parking on the Premises. Landlord shall provide advance notice in writing to Tenant of such free and discounted parking within a reasonable time period, which shall be not less than five (5) business days.

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 (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, broom clean and 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

Except for any and all demands, claims, causes of action, fines, penalties, damages, liabilities, judgments, and expenses (including, without limitation, attorneys' fees) that are caused by or result from the gross negligence or deliberate wrongful act or wrongful omission of Tenant or Tenant's agents or employees (collectively, "Claims"), Landlord hereby agrees (i) that it will neither hold nor attempt to hold Tenant or its respective agents liable for any and all Claims incurred in connection with or arising from the use of the Premises by Tenant and (ii) that it hereby releases Tenant from any and all claims and causes of action of Landlord 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 Commencement Date, Tenant shall provide to Landlord documentation establishing its self-insured status.

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 thirty (30) 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, as its sole and exclusive remedies:

(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; 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, including, without limitation, the full amount of any Make Good Payments due to Tenant prior to the date of termination; and

(ii) In addition Tenant shall have the right (at Tenant's sole discretion) to perform any obligations hereunder required to be performed by Landlord for which Landlord is in default, including, without limitation, the performance of maintenance and repair that Landlord is obligated to perform hereunder. Tenant shall have the right upon ten (10) days prior notice to Landlord

(except that no notice shall be required in the case of an emergency) to perform such maintenance or repair on behalf of Landlord. Landlord agrees to reimburse Tenant immediately upon demand for any costs and expenses incurred by Tenant in connection with the performance by Tenant of Landlord's obligations under this Lease.

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 1.01 above, except that upon Tenant's taking possession of the Premises, the Premises shall be Tenant's address for notice purposes. Notices to Landlord shall be delivered to Landlord's Mailing Address specified in Section 1.0labove. 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 without prior written consent from Landlord. However, either Landlord or Tenant may require that a "short form" memorandum of this Lease executed by both parties be recorded; provided that, in such event, Tenant hereby covenants and agrees that, upon the expiration or earlier termination of the Lease Term, Tenant will execute and deliver a quitclaim deed to Landlord in form reasonably satisfactory to Landlord, in favor of Landlord, or Landlord's successor in interest releasing and conveying any and all right, title, or interest of Tenant in the Premises.

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 "B", 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 WAIYER 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.

[Signatures on following page]

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

LANDLORD:

R R PROPERTIES, a Nevada limited liability company

By: _____

Richard Harris, Managing Member

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APROVED AS TO FORM:

M. Ramos 7-24-19
_____

EXHIBIT A
Site Plan

SITE MAP

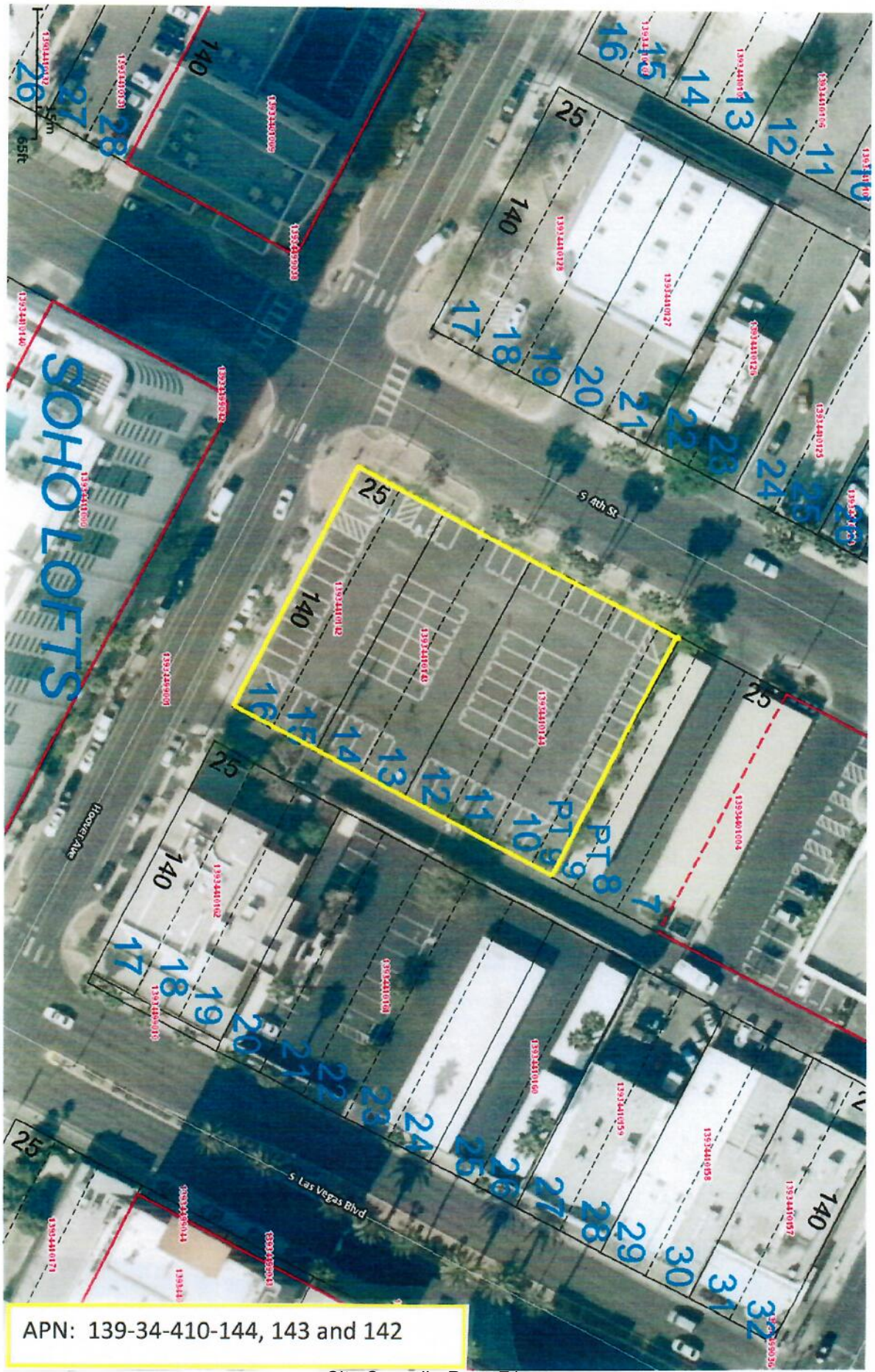

SOHO LOFTS
S 4th St
S Las Vegas Blvd
Hoover Ave
APN: 139-34-410-144, 143 and 142

EXHIBIT B
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	**Block 2** Description
RR PROPERTIES LLC *Name*	Parking Lease Agreement 7
(702) 444-4444 **Telephone**	
EIN or DUNS 88-0462125	**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.	RICHARD A HARRIS	801 S. 4th St., LAS VEGAS, NV 89101	(702) 444-4444
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: _____.

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 Richard Harris

Date July 2, 2019

Subscribed and sworn to before me this 2nd day of July, 2019.

Melissa D. Graham
Notary Public

MELISSA D. GRAHAM
Notary Public, State of Nevada
No. 04-88930-1
My Appt. Exp. Apr. 30, 2020

EXHIBIT C
Hypothetical Rent Calculation

Hoover Lot

Rent Reconciliation - Year 3

	August	September	October	November	December	January	February	March	April	May	June	July	Annual Total
Revenue Summary													
Meter	$ 1,132.70	$ 1,319.20	$ 1,378.00	$ 1,850.20	$ 1,711.20	$ 1,289.35	$ 1,359.60	$ 1,486.75	$ 1,368.70	$ 1,615.75	$ 985.70	$ 1,236.05	$ 16,733.20
Pay by Phone	$ 30.50	$ 52.50	$ 23.00	$ 52.00	$ 43.50	$ 73.00	$ 69.50	$ 198.50	$ 197.00	$ 168.00	$ 116.00	$ 132.50	$ 1,156.00
Event	$ -	$ -	$ -	$ -	$ 382.50	$ -	$ -	$ -	$ -	$ 293.43	$ -	$ -	$ 675.93
Citation	$ 375.00	$ 390.00	$ 562.70	$ 645.00	$ 625.00	$ 600.00	$ 277.70	$ 190.00	$ 425.40	$ 514.37	$ 623.10	$ 454.00	$ 5,682.27
Monthly	$ 1,352.50	$ 1,690.50	$ 1,212.00	$ 1,627.00	$ 545.00	$ 2,845.00	$ 3,762.50	$ 2,129.50	$ 705.00	$ 670.00	$ 980.82	$ 1,692.90	$ 19,212.72
Total Revenues	$ 2,890.70	$ 3,452.20	$ 3,175.70	$ 4,174.20	$ 3,307.20	$ 4,807.35	$ 5,469.30	$ 4,004.75	$ 2,696.10	$ 3,261.55	$ 2,705.62	$ 3,515.45	$ 43,460.12
Rent Summary													
Percentage Rent -Landlord	$ 2,890.70	$ 3,452.20	$ 3,175.70	$ 4,174.20	$ 3,307.20	$ 3,365.15	$ 3,828.51	$ 2,803.33	$ 1,887.27	$ 2,283.09	$ 1,893.93	$ 2,460.82	$ 35,522.08
Percentage Rent - Tenant	$ 867.21	$ 1,035.66	$ 952.71	$ 1,252.26	$ 992.16	$ 1,442.21	$ 1,640.79	$ 1,201.43	$ 808.83	$ 978.47	$ 811.69	$ 1,054.64	$ 13,038.04

SITE MAP


SOHO LOFTS
S 4th St
S Las Vegas Blvd
Hoover Ave
APN: 139-34-410-144, 143 and 142

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve a Reimbursement Agreement and to authorize the City Manager to sign for the costs incurred for the establishment of the Area 15 Tourist Improvement District (TID) for the Area 15 entertainment project located at the southwest corner of Rancho Road and Sirius Avenue, Assessor Parcel Number 162-08-418-002 (Not-to-Exceed $50,000 - City Parkway V, Inc.) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $50,000
Funding Source: City Parkway V, Inc.
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
The City of Las Vegas has entered into an agreement with Area 15 Las Vegas, LLC to conduct a preponderance study for a possible Tourist Improvement District to be located at the southwest corner of Rancho Road and Sirius Avenue. Area 15 Las Vegas, LLC has agreed to reimburse the City for all costs associated with the preponderance study including potential legal fees from the engagement of Sherman & Howard not to exceed $50,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Reimbursement Agreement
2. Sherman & Howard Letter – Area 15 TID

REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT made and entered into as of _____, 2019 ("Agreement") by and between Area 15 Las Vegas, LLC, a Nevada limited liability company with its principal address located at 299 Park Avenue, New York, NY 10171 (the "Company") and the City of Las Vegas, with its principal address located at 495 S. Main Street, Las Vegas, Nevada, 89101 ("City").

WITHNESSETH:

WHEREAS:

A. Company has requested that City initiate the formation of a tourist improvement district pursuant to NRS 271A to benefit certain real property owned by the Company (the "District").

B. City will be required to incur certain costs in connection with the formation of the District.

C. City has agreed to commence the process of formation of the District in reliance on Company's Agreement to reimburse City for such Costs incurred by City.

D. City has engaged the law firm of Sherman & Howard to provide legal services in connection with the formation of the District.

E. City and Company are entering into this Agreement to provide for the reimbursement of City by Company of City's legal expenses.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Reimbursement. The Company agrees to reimburse the City a sum not to exceed fifty thousand dollars ($50,000.00) for the cost of the above-stipulated legal service fees of Sherman & Howard.

2. Reimbursement Timing. The Company shall reimburse the City for all costs stipulated above in Section 1 within 30 days after all legal services have been rendered and appropriate billing/invoice(s) have been received by the City from Sherman & Howard. Company agrees that such reimbursement shall be made by Company notwithstanding that the District is not created for any reason whatsoever.

3. Obligations Absolute. The obligation of the Company under this Agreement shall be absolute, and shall be performed irrespective of the existence of any claim, setoff, defense or other rights which the Company may otherwise have against the City; provided, however, that nothing contained herein shall act as a waiver of any rights or claims that Company may have against the City.

4. Miscellaneous. No waiver by any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion. This Agreement constitutes the entire understanding between parties hereto with respect to the subject matter hereof, and it may be amended only by a written instrument signed by the parties. It shall take effect as a contract executed under seal, and be construed in accordance with the laws of the State of Nevada. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, assigns, successors in interest and transferees. If any provision of the

Agreement is found to be unenforceable or in violation of public policy, the remainder of the Agreement shall continue in full force and effect. Except as otherwise specifically provided, none of the provisions of this Agreement shall be for the benefit of or enforceable by a third party. Where a noun or pronoun is used in the Agreement, said noun or pronoun shall be regarded as referring to the appropriate person or persons, even though it be incorrect as to gender or as to being in the singular or plural.

5. Waiver. No waiver of any party of any right on any occasion shall be construed as a bar to or waiver of any right or remedy on any future occasion.

6. Severability. If any provision of this Agreement shall be held or deemed to be invalid, inoperative of unenforceable, the remaining provisions herein contained shall nonetheless continue to be valid, operative and enforceable as though the invalid, inoperative or unenforceable provision had not been included in this Agreement.

7. Notices. All notices and other communication hereunder shall be in writing and shall be deemed to have been given with delivered or mailed by registered or certified mail, postage prepaid, addressed to the addresses set forth above.

8. Agreement Binding. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. Counterparts. This Agreement may be executed in counterparts, all of which taken together shall be deemed one original.

10. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Nevada.

IN WITNESS WHEREOF, the parties have executed this Agreement as a sealed instrument effective as of the day and year first written above.

AREA 15 LAS VEGAS, LLC

By:_____

Its:_____

CITY OF LAS VEGAS

By: _____

Its: City Manager

Approved to Form:

By: _____ 8-4-19
Date

SHERMAN&HOWARD

50 West Liberty Street, Suite 1000, Reno, Nevada 89501-1950
Telephone: 775.323.1980 Fax: 775.323.2339

3960 Howard Hughes Parkway, Suite 500, Las Vegas, Nevada 89169
Telephone: 702.387.6073 Fax: 702.990.3564

www.shermanhoward.com

Kendra S. Follett
Sherman & Howard L.L.C.
Direct Dial Number: 775.784.0227
E-mail: kfollett@shermanhoward.com

January 29, 2019

Venetta Appleyard
Finance Director
City of Las Vegas
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

City of Las Vegas, Nevada
Area 15 Tourism Improvement District and
Possible Reimbursement Agreement

Dear Venetta:

We are pleased to confirm our engagement as bond counsel to the City of Las Vegas, Nevada (the "City"), in connection with the creation of the Area 15 tourism improvement district (the "District") and the preparation of a reimbursement agreement, if any, in connection with the District (the "Reimbursement Agreement"). This letter updates our letter dated April 20, 2018 and confirms the terms of Contract No. 080194-DK dated April 16, 2008, as modified by Contract Modification No. 1 dated September 4, 2013, between the City and our firm.

Scope of Services as Bond Counsel. As your bond counsel, we will prepare or examine all legal proceedings needed preliminary to and in connection with the creation of the District and the execution of a Reimbursement Agreement. All proceedings that we prepare will be prepared in collaboration with you, the City's attorney, the City's financial consultant or underwriter and other authorized representatives of the City. Our services as bond counsel also include an examination of an executed transcript of proceedings and such additional duties as we deem necessary in connection with the creation of the District.

Our services as bond counsel are limited to those contracted for explicitly herein; the City's execution of this letter constitutes an acknowledgment of those limitations. Specifically, but without implied limitation, our responsibilities do not include any representation by Sherman & Howard L.L.C. in connection with any IRS audit or any litigation involving the City. Neither do we assume responsibility for the preparation of any collateral documents (e.g., environmental

City

impact statements) which are to be filed with any state, federal or other regulatory agency. Nor do our services include financial advice (including advice about the structure of the District, any feasibility studies, that being the role of the financial consultant) or advice on the investment of funds related to the District. If such services are requested of us, we suggest that we discuss the nature and extent of those services and an estimate of our fee at the time of the request.

Attorney-Client Relationship. In performing our services as bond counsel, the City will be our client and an attorney-client relationship will exist between us. We will represent the interests of the City rather than its City Council, its individual members, or the City's employees. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction.

If bonds are not issued, we do not expect to render any opinion in connection with the creation of the District or the Reimbursement Agreement.

Conflicts of Interest. Our firm sometimes represents, in other unrelated transactions, certain of the financial institutions that may be involved in this transaction, such as underwriters, credit enhancers, and banks that act as paying agents or trustees. We do not believe that any of these representations will materially limit or adversely affect our ability to represent the City in connection with the District, even though such representations may be characterized as adverse under the Rules. In any event, during the term of our engagement hereunder, we will not accept a representation of any of these parties in any matter in which the City is an adverse party. However, pursuant to the Rules, we do ask that you consent to our representation of such parties in transactions that do not directly or indirectly involve the City. Your execution of this letter will signify the City's prospective consent to such adverse representations in matters unrelated to the creation of the District while we are serving as bond counsel hereunder.

Proposed Fees. Based upon: (i) our current understanding of the District, (ii) the responsibilities we will undertake pursuant to this letter, (iii) the time and labor we anticipate devoting to the creation of the District, and (iv) the skill and experience required to complete the services properly, we estimate that our fee as bond counsel in connection with the creation of the District would be in the range of $30,000 to $50,000. I have attached to this letter a Task Order Pricing Estimate in the format required by our Contract No. 080194-DK.

In the event the transaction is delayed and the District is not created on or before December 31, 2019, or if it will be necessary for us to repeat and update much of our work, a commensurate increase in our fees will result. Any such revision of our fee as bond counsel would, however, be made only after obtaining your approval by a written amendment to this engagement letter.

In addition, this letter authorizes us to make disbursements on your behalf, which we estimate will not exceed $100. The City agrees to reimburse us for such disbursements, including travel costs, photocopying, facsimile transmissions, deliveries, filing fees, computer assisted

City

research, and other necessary office expenses. We will not charge, however, for any expenses that consist of travel, delivery charges and other charges in connection with facsimile transmissions to any Nevada location.

Our fees and expenses are usually paid after the District has been created (the "Closing"). We customarily do not submit any statement until the Closing, unless there is a substantial delay in completing the financing. If, for any reason, the financing is not consummated or is completed without the rendition of our opinion as bond counsel, we will expect to be compensated at our hourly rates under the contract for time actually spent on the City's behalf, plus disbursements. Our fee is not contingent.

Document Retention. At or within a reasonable period after the Closing, we will review the file to determine what materials should be retained as a record of our representation and those which are no longer needed. We will provide you with a copy of the customary transcript of documents after Closing and will return any original documents obtained from you (if a copy is not included in the transcript). We will retain for several years a copy of the transcript and such other materials as correspondence, final substantive work product, documents obtained from you, and documents obtained from third parties. We will not retain such materials as duplicates of the above-described material, or drafts and notes that do not appear needed any longer.

Ordinarily the firm will keep the retained materials until seven years after the creation of the District. At the end of that time, unless you advise us in writing to the contrary, we will destroy the bulk of the file. If the file is especially voluminous, we may destroy all or portions of it earlier, as our storage facilities are limited. If you prefer other arrangements for retention or disposition of our files in this matter, please advise us in writing.

Electronic Communications. Although the City and our firm recognize e-mail may not always be a secure method of communication, and could be intercepted and read by persons who are not the intended recipients, the City and the firm agree to the use of unencrypted e-mail for communications made during the course of this engagement, including communications containing confidential information or advice. The City may, however, at any time request us to use a specified more secure or different method of communication for confidential information or advice, including communications about a particular subject, and we will take reasonable measures to implement the request from the City.

Personnel. Kendra Follett, who is a licensed Nevada lawyer and resident of our Nevada offices, will be the principal lawyer involved in performing bond counsel services for you pursuant to this letter. She will report to and take direction from Venetta Appleyard, the Finance Director. Where appropriate, certain tasks may be performed by other attorneys or paralegals. In addition, Ms. Follett may be assisted in performing these legal services by lawyers in our non-Nevada offices who are not licensed to practice law in Nevada. Generally, these lawyers assist us in matters of federal tax law and federal securities law. We sometimes consult with these lawyers in

City

attempting to resolve questions of municipal law and municipal finance law, and sometimes these lawyers also assist us in legal research and document drafting. In any event, our Nevada lawyers will be responsible for all legal services and legal work rendered to you pursuant to this letter.

Approval. If the foregoing terms of this engagement are acceptable to you, please so indicate by returning the enclosed original of this letter signed by the officer so authorized, retaining the enclosed copy for your files. We sometimes do not receive signed engagement letters back from clients for various reasons, but the client still wishes for us to serve as their counsel. Accordingly, so that we may begin work on this matter soon per your instructions, if you do not return a signed letter to us or inform us of any comments or objections to this letter, we will consider this letter and the referenced fee arrangement to govern our relationship unless you and we agree otherwise in writing.

We very much appreciate the opportunity to be of service to the City as bond counsel and special counsel regarding disclosure in connection with the Bonds and look forward to working with you.

Sincerely,

SHERMAN & HOWARD L.L.C.

By: _____
Kendra S. Follett

Accepted and Approved:

CITY OF LAS VEGAS, NEVADA

By: _____
Finance Director

Date: _____

Enclosure: execution original

[Self-addressed envelope]

47243824

City

TASK ORDER PRICING ESTIMATE

Bond Counsel Service for creation of City of Las Vegas, Nevada, Area 15 Tourism Improvement District

For professional services consisting of services as Bond Counsel in connection with the creation of the City of Las Vegas, Nevada, Area 15 Tourism Improvement District.

Estimated Legal Fee Range for Bond Counsel Services:		$30,000 - $50,000
Other Direct Costs:		
Federal Express, Express Mail and other Delivery Charges:	$75	
Copywork:	25	
Total Costs:		$100
Total Not-To-Exceed Price:		$30,100 - $50,100

47243824

City

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
18

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

SUBJECT:
For possible action to approve award of Modification No. 2 to Contract No. 140114-TB, Water Pollution Control Facility and Remote Sites Scada Rewrite located at 6005 East Vegas Valley Drive - Department of Public Works - Award recommended to: WUNDERLICH-MALEC ENGINEERING, INC. (Not-to-Exceed $2,500,000 - Sanitation Enterprise Fund) - Clark County

FISCAL IMPACT:
Budget Funds Available
Amount: $2,500,000
Funding Source: Sanitation EF
Dept./Division: Public Works/Environmental

PURPOSE/BACKGROUND:
This contract was awarded on August 6, 2014 by the City Council in the not-to-exceed amount of $9,750,000. City Council approved Modification No. 1 on March 6, 2019 which increased the amount by $1,200,000 to provide for additional integration services for a total not-to-exceed amount of $10,950,000. Modification No. 2 increases the amount by $2,500,000 to provide for additional integration services in support of in-design and recently awarded construction projects for the fourth and final contract renewal period. This modification will bring the total not-to-exceed contract amount to $13,450,000. Wunderlich-Malec Engineering, Inc. is located in Henderson, Nevada.

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

BACKUP DOCUMENTATION:
1. Modification No. 2 to Contract No. 140114-TB
2. Certificate - Disclosure of Ownership/Principals

CONTRACT MODIFICATION NO. 2

Contract No. 140114-TB

WATER POLLUTION CONTROL FACILITY AND REMOTE SITES SCADA REWRITE

THIS MODIFICATION NO. 2 is being entered into this _____ day of _____, 2019, by and between the CITY OF LAS VEGAS (hereinafter, "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and WUNDERLICH-MALEC ENGINEERING, INC., (hereinafter the "Company"), [a corporation organized and existing under the laws of the State of Nevada] having its principal office located at 6101 Blue Circle Drive, Eden Prairie, Minnesota 55343.

The purpose of this Modification is to modify pricing..

The Contract between the City and the Company dated August 14, 2014 and revised on March 7, 2019 pursuant to Modification No. 1, is hereby modified as follows:

1. **Section B-4 Contract Value**

REFERENCE:
The aggregate amount of the Task Orders issued by City under this Contract shall not exceed Nine Million Seven Hundred Fifty Thousand Dollars ($10,950,000). The City is not obligated to issue any Task Order nor is the Company entitled to any claim for compensation per paragraph B-3 "Price/Costs," until a Task Order is issued by the City.

DELETE: In its entirety

REPLACE WITH:
Section B-4 Contract Value
The aggregate amount of the Task Orders issued by City under this Contract shall not exceed Thirteen Million Four Hundred Fifty Thousand Dollars ($13,450,000). The City is not obligated to issue any Task Order nor is the Company entitled to any claim for compensation per paragraph B-3 "Price/Costs," until a Task Order is issued by the City.

2. **General**

In the event of any conflict between the Contract and this modification, the provisions of this Modification No. 2 take precedence. All other Contract terms and conditions remain unchanged.

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

CITY OF LAS VEGAS

EDWARD O'NEAL Date
Manager, Purchasing and Contracts

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 7/18/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

WUNDERLICH-MALEC ENGINEERING, INC.

NEAL WUNDERLICH, President Date

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: Wunderlich-Malec Engineering, Inc.	
Address: 6101 Blue Circle Drive	**City / ST / Zip:** Eden Prairie, MN 55343
Telephone: 952-933-3222	**EIN or DUNS :**41-1412464
Block 2: Description / Subject Matter of Contract	
Services for: Engineering	**Project Number:** CLV Projects

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	100% Owned by Employee Stock Ownership Trust		
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

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.

Karen R. Roiland
Karen R. Roiland, CFO

2/8/2019
Date

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

Cheryl A Anderson
Notary Signature

CHERYL ANN ANDERSON
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Rev 06.2018

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
19

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

SUBJECT:
For possible action to approve award of Contract No. 190295-DD, Prime Design Services Contract for Medical District Park located on the north side of Wellness Way between Martin Luther King Drive and Shadow Lane - Department of Public Works - Award recommended to: LGA ARCHITECTURE ($114,812.89 - Parks and Leisure Activities Capital Projects Fund) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $114,812.89
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The project entails the design of a new Medical District Park and includes the design, art concepts, themes and estimated construction cost. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2018 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. LGA Architecture has an office located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 190295-DD
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
MEDICAL DISTRICT PARK

THIS CONTRACT is made and entered into this day of , by and between the **CITY OF LAS VEGAS**, a municipal corporation within the State of Nevada (herein the "City") whose address is **333 North Rancho Drive, Las Vegas, Nevada 89106**, and **LGA Architecture**, (the "Consultant), a Corporation organized and existing under the laws of the State of State, whose address is 241 W. Charleston Blvd., Ste. 107, Las Vegas, Nevada, 89102 .

Project Description: The City of Las Vegas desires to create a new park located on the north side of Wellness Way in between Martin Luther King Drive and Shadow Lane. LGA is to provide a concept for this park connecting the emerging Medical District with a place for calming and de-stressing its visitors. The City has the desire to include art installations in the park. LGA will provide themes and opportunities to leverage local artists. The park will include SMART infrastructure and provisions if a future Rest Room is built. LGA will provide an elevated Concept and a Final Statement of Probable Construction Costs.

WITNESSETH:

WHEREAS, the City intends to construct the MEDICAL DISTRICT PARK (herein the "Project"); and

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

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

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

SECTION ONE
CONSULTANT RESPONSIBILITIES

1.1 ***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 Additional Compensation, **Exhibit "E"** attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals **Exhibit "B,"** attached hereto.

1.2 ***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 additional compensation, replace such person or subconsultant with someone acceptable to the City.

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

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

1.6 ***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.

SECTION TWO
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 1.01 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 this 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.

SECTION THREE
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 10.20B and 10.20C of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

SECTION FOUR
ADDITIONAL SERVICES OF CONSULTANT

4.1 ***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.

SECTION FIVE
SUBCONSULTANT CONTRACT

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

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

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

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

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

SECTION SIX
TERM OF CONTRACT

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

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

SECTION SEVEN
COMPENSATION AND TERMS OF PAYMENT

7.1 ***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 7.02 plus City

approved reimbursable expenses identified in Section 7.04. In no event shall the fee exceed the fee identified in the Fee Breakdown, **Exhibit "D"** and direct salary rates, **Exhibit "E,"** attached hereto, pursuant to invoices submitted in accordance with Section 7.05 of this Contract.

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

7.3 ***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, Article 101 (Preliminary and General Items and Exhibit D (Fee Breakdown).

The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20A of this Contract.

7.6 ***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.

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.

SECTION EIGHT
PERFORMANCE SCHEDULE

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

SECTION NINE
AUDIT: ACCESS TO RECORDS

9.1 ***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 9.01 and 9.02 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

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

SECTION TEN
MISCELLANEOUS PROVISIONS

10.1 ***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:

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

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

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

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

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

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

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

purpose of effecting any of the foregoing,

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

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

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

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

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

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

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

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

10.4 Ownership of Documents.

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

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

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

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

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

C. Delivery of Documents.

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

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

D. ***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.

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

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

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

B. ***Commercial General Liability Insurance.*** This insurance shall protect the Consultant, its agents and vehicles used to provide the services required under this Contract from claims of personal injury (including death) and property damage. Such coverage shall be in a minimum amount of $1,000,000 combined single limit for the period of time covered by this Contract. The Consultant's general liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial general liability policy will be the sole responsibility of the Consultant and may not exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

C. ***Commercial Automobile Liability Insurance.*** This insurance shall protect the Consultant from claims of limits no less than $1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Company and any auto used to the performance of services under this Contract. The policy must insure all vehicles owned by the Company and include coverage for hired and non-owned vehicles. The Consultant's automobile liability insurance policies shall be endorsed to include the City as an additional insured. Any deductible or self-insured retention under the commercial automobile liability policy will be the sole responsibility of the Consultant and may not

exceed $100,000 without the written approval of the City. If the Consultant desires authority from the City to have a deductible in a higher amount, the Consultant shall so request in writing, specifying the amount of the desired deductible and making available for review the most current audited financial statements so that the City can ascertain the ability of the Consultant to cover the deductible from its own resources.

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

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

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

G. ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 for the duration of this Contract. Claims made insurance (Professional Liability-10.05 D) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

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

Submit certificates of insurance to:

City of Las Vegas, C/O Insurance Tracking Services, Inc. (ITS)
Email: certContract@instracking.com
Email copy to: clvinsurance@lasvegasnevada.gov

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

A certified, true, and exact copy of the insurance policies required herein shall be promptly provided to the City upon request.

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

10.6 Indemnity.

A. ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the

Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.
As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

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

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

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

10.7 ***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:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10.21 ***Claim or Dispute Resolution.***

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

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

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

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

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

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

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

10.25 ***Counterparts; Electronic Delivery.*** This Contract may be executed in 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.

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

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

CITY OF LAS VEGAS

By_ Edward O'Neal, Manager, Purchasing & Contracts

ATTEST

LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM

John S. Ridilla 7/8/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CONSULTANT

By_____
Craig S. Galati, FAIA, FSMPS, CPSM Principal

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" CERTIFICATE OF DISCLOSURE

EXHIBIT "A"

SCOPE OF SERVICES

ARTICLE 100: GENERAL

100.1 Upon authorization to proceed as described in **Exhibit "C"**, the Consultant shall provide the following in accordance with the Schedule (**Exhibit "C"**) included herein.

100.2 PROJECT SITE DESCRIPTION

100.2.1 The Project improvement area, which may be adjusted as the Project develops, is described as: North side of Wellness Way (formally known as Bearden Lane in between Martin Luther King Drive and Shadow Lane
100.2.1.1 Site address: _On Bearden just east of Shadow Lane.
100.2.1.2 Entire area of assessor's parcel number(s): All parcels begin with 139-33-402 (004,005,006,007,008,009,010 and 011)
100.2.1.3 Gross site acreage: 7159 sf (.16 acre)
100.2.1.4 Offsite improvement area: not part of this contract
100.2.1.5 As shown on the attachment to this Exhibit 'A', titled Exhibit Map Exhibit A

100.3 PROJECT PROGRAM

100.3.1 The Project program, which may be altered as the Project develops, contains the following:
100.3.1.1 Approximate gross park square footage: 7159 sf
100.3.1.2 Improvement description: This presentation will provide conceptual ideas for art installations and areas for connecting the Medical District visitors.

100.4 CONSTRUCTION COST BUDGET

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

100.4.2 Construction Cost Budget. The outcome of this concept will determine the construction cost budget direction.

100.5 CHANGES TO SCOPE OR SERVICES

100.5.1 The following scope of services is in addition to the scope required elsewhere in this Contract. This scope is to be considered preliminary and may be altered as the Project develops.

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

100.5.3 CHANGE IN SCOPE. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase of this Contract by less than twenty percent, no adjustment of the Consultant's compensation or performance schedule will be considered. Should the Project size or budget as described herein be adjusted during the programming and schematic design phase by at least twenty percent, it is understood that this change would constitute a change in scope requiring a consideration for adjustment to the Consultant's compensation and performance schedule to the extent the change results in a change in the amount of the Consultant's work on the Project. This adjustment shall apply equally to additions to the Project scope as well as reductions to the Project scope such that reductions may result in a reduction to the compensation and performance schedule.

100.5.4 The City Representative shall have authority to make decisions with respect to the materials, equipment, elements, and systems which are pertinent to the Project to be performed under this Contract and to approve changes to the scope of the Project that do not affect the Consultant's compensation or performance schedule.

100.6 GENERAL REQUIREMENTS

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

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

100.6.3 All Drawings shall be prepared using Auto Desk's AutoCAD 2014 or newer release in accordance with City CAD standards and industry accepted standards, including the American Institute of Architects (AIA) Computer Aided Design (CAD) Layer Guidelines. Specifications shall be prepared in Construction Specification Institute (CSI) format using the software program Microsoft Word 2000 or newer release.

100.6.4 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 Contract, 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 beginning upon notice to proceed and extend continuously until one year after final payment of this Contract has been made.

100.6.5 Where the Consultant specifies materials and equipment by brand names, provide three or more brand names with model numbers for each item specified. Where less than three suitable brand names/model numbers are commercially available state "or equal under the Substitution requirements of Section 01600."

100.6.6 Coordination and quality control checks shall be made in accordance with a disciplined procedure and scheduled accordingly.

100.6.7 Verify, using commercially available software with current virus definitions, that digital 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 resubmittal and shall not be released from submittal requirements required in this Contract.

100.6.8 Prior to each design submittal, check all documents for technical accuracy, compliance with applicable codes and ordinances, complete incorporation of all Design Review Comments (DRC), 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.

100.6.9 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.

100.6.10 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.

100.6.11 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 building code, electrical code, plumbing code, fire code and related ordinances pertaining to fire safety, mechanical code and the heating, ventilation, air conditioning guide, uniform standards for public works construction for off-site improvements, State of Nevada Industrial Commission codes and safety orders, Nevada State Department of Health regulations, mandatory standards and policies of the State of Nevada energy conservation plan, 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 in effect at the Project site, and any other applicable Federal, state and local acts, rules, laws or regulations.

100.6.12 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 including those items that the building department may normally allow as "deferred submittals." 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 and permit documents. Should the Contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's affect 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 shall 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.

100.6.13 All work shall be in full compliance with the applicable City of Las Vegas "**Design Standards for Buildings, Parks, and Parking Facilities**" ("Design Standards"), incorporated herein by reference, and that any failure in this regard shall be at the sole expense of the Consultant to correct specifically including any additional construction costs resulting from such failures in the construction bid documents. The Consultant agrees to include this requirement into subcontract agreements with subconsultants providing services for the Project.

100.6.14 The Consultant shall insure that the new design contains no asbestos containing building materials of any kind.

100.6.15 The Consultant acknowledges the City's requirement to incorporate the City's "Instructions to Bidders", "General Conditions" and "Division One", incorporated herein by reference, into the contracts prepared for bidding on 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.

100.6.16 No disclaimers are allowed on any documents, except as required due to City of Las Vegas Building Department's request for inclusion and stamping of documents not prepared by the Consultant such as reports of testing and details of fire rated assemblies or similar copyrighted documents.

100.6.17 Throughout the design phases of the project, participate in regularly scheduled weekly design meetings with the City. Coordinate attendance of subconsultants and other parties as appropriate to the progress of the work and to avoid delay. Unless the City elects to do so and provides written instrument stating such, record, prepare and distribute to all attendees and other affected parties, a meeting summary documenting decisions made and actions required by attendees and other affected parties, in a format acceptable to the City, within 5 days following each meeting.

100.6.18 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.

100.7 DEFINITIONS

100.7.1 "Construction Cost Estimate" as used herein is a forecast of the construction cost prepared on the basis of detailed analysis of materials and labor for all items of work.

100.7.2 "Contractor" as used herein refers to the party or parties that the City contracts to construct the Project. This includes without limitation general or specialty contractors utilizing a design-bid-build delivery method, a construction manager at risk, and design-builder when utilizing alternate delivery methods.

100.7.3 "Drawings and Specifications" as used herein shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by specialty consultants.

100.8 CITY'S REVIEW PROCESS

100.8.1 Upon receipt of any documents 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, per **Exhibit "B"**, for each service phase submitted. The decision by the City Representative in this matter shall be final.

100.8.2 If the City Representative determines, after requesting the Consultant to provide corrected and professionally complete Phase submittals, that the documents 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, based on the quantity set forth in **Exhibit "B"**, that are sufficient, adequate and complete in the discretion of the City Representative for review by the City. The Consultant, at Consultant's own expense, shall attend any meeting, whether formal or informal, including the City Council meeting when requested by City to explain the reason the Consultant presented inadequate, insufficient, or incomplete documents to the City, and the delay, if any, that such submittal and re-submittal may cause in completion of the Project.

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

100.8.4 After the City reviews the documents, one (1) set 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 with the corrected documents, together with written responses to the City's correction(s), comments(s), and change(s), which state the action taken and reason for such action for each item presented by the City.

ARTICLE 101: THE CITY'S RESPONSIBILITIES

101.1 The City will be responsible for performing all work necessary to complete their obligation to the Consultant to allow the Consultant to complete their work.

101.2 The City shall provide the Consultant with setting up meetings with the stakeholders at appropriate intervals of the project.

101.3 The City will provide a boundary survey for the project

101.3.1 It is anticipated that the City will help establish a Medical District Association or have a potential non-profit corporation maintain the park:

101.3.2 Access arrangements for the Consultant to enter upon public and private property as required to perform their services.

ARTICLE 102: THE CONSULTANT'S RESPONSIBILITIES

102.1.1 While the City does not want to provide a restroom in the park, provisions should be made to add a restroom facility in the future if needed

102.1.2 The City has the desire to include art installations in the park. LGA is to develop themes and opportunities to leverage local artists. LGA to coordinate with the Office of Cultural Affairs.

102.1.3 The park should include "SMART" infrastructure.

102.1.4 LGA to provide a highly developed conceptual design for the project. It is not known how the balance of the park will be delivered:

102.1.5 Final Deliverables consisting of Concept Plan, 3D rendering of the site, inspiration photographs of potential themed art installations, and Final Statement of Probable Construction Cost.

ARTICLE 103: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

103.1.1 Upon authorization by the City to Proceed with the Programming and Conceptual Design Phase, the Consultant shall:

103.1.2 Kickoff meeting with City representatives:

103.1.3 Project Management

103.1.4 Programming and project research.

103.1.5 Coordination and facilitation of two (2) community stakeholders meetings, one during Programming and the second following the Final Concept Presentation to the City.

103.1.6 Preparation of up to three (3) Preliminary Concept Design options, presentation to the City, and refinement.

103.1.7 Development of one (1) Final Concept Design, presentation to City, and refinement.

103.1.8 Preparation of Statement of Probable Construction Cost.

EXHIBIT "B"

REQUIRED SUBMITTALS

ARTICLE 200: GENERAL

200.1 The Consultant shall provide the following submittals, delivered to the City unless noted otherwise. Reference the entire Contract and other Exhibits for additional submittals and requirements.

ARTICLE 201: PROGRAMMING AND CONCEPTUAL DESIGN PHASE

201.1 Kickoff meeting with City representatives
201.2 Project Management
201.3 Programming and project research
201.4 Coordination and facilitation of (2) community stakeholders meetings, one during Programming and the second following the Final Concept Presentation to the City.
201.5 Preparation of up to three (3) Preliminary Concept Design options, presentation to City, and refinement.
201.6 Development of one (1) Final Concept Design presentation to City and refinement.
201.7 Preparation of Statement of Probable Construction Cost.
201.8 Preparation of Final Deliverables consisting of Concept Plan, 3D rendering of the site, inspiration photographs of potential themed art installations, and Final Statement of Probable Construction Cost.

EXHIBIT "C"

PERFORMANCE SCHEDULE

ARTICLE 300: NOTICE TO PROCEED

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

ARTICLE 301: PHASE 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
Kickoff Meeting and Programming	7	
Community Meeting 1		
And Concept Design Options	28	
Presentation and Refinement	14	
Community Meeting 2, Refinement and		
Presentation	14	
Cost Estimate and Final Deliverables	35	
TOTAL	**98 days**	

301.2 The City review periods shown in the table may occur over several periods during each phase or may occur at the conclusion of each phase. Unused review days may be carried forward for use in successive phases of the Project.

301.3 The Calendar Days to Complete for the Construction Documents phase shown in the table begins upon authorization to proceed for this phase and completes upon application acceptance of the submission to the Building Department and Land Development section of the Building Department for the building permit plan review process. The scope of services for the Construction Documents phase continues beyond the date of submission and includes the drawing and specification review activities, and completes when the documents incorporate the required revisions and comments received from all agencies required for approval of the design, and the bidding package is complete, ready for printing and distribution.

EXHIBIT "D"

FEE BREAKDOWN

ARTICLE 394: TOTAL COMPENSATION

394.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed $114,812.89. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

ARTICLE 395: BASIC SERVICES PAYMENT

395.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Article 500), times a multiplier of 3.36, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task orders. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

PHASE	PERCENT of TOTAL	ESTIMATED COST	REMARKS	
Programming and Conceptual Design	100%	$104,812.89	Payments could be broken out Per deliverables per 301.1	
	TOTAL	$104,812.89		

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

395.3 The City Representative shall have the authority to make such work scope adjustments to the services 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 Cost for Basic Services is not exceeded, and (3) the change(s) are within the scope of the Project.

ARTICLE 396: ADDITIONAL SERVICES ALLOWANCE

396.1 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.

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

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

the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

396.4 Reimbursable Expenses may be compensated from this Allowance for Additional Services to the extent they are allowed by Exhibit "E" (Additional Compensation). Payment shall be made for each completed Reimbursable Expense pursuant to invoices submitted in accordance with this Contract. Expenses not listed in Exhibit "E" (Additional Compensation) as allowed Reimbursable Expenses shall not be compensated without amendment to this Contract to allow them as Reimbursable Expenses.

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

ADDITIONAL SERVICES ALLOWANCE		
TOTAL NOT-TO-EXCEED COST	$10,000.00	

END OF EXHIBIT "D"

EXHIBIT "E"

COMPENSATION

ARTICLE 494: CONSULTANT HOURLY RATES

494.1 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	$65.00
Sr. Project Manager	$50.00
Project Manager	$45.00
Sr. Architect	$60.00
Architect	$45.00
Sr. Designer	$40.00
Designer	$35.00
Clerical	$30.00

ARTICLE 495: SUB-CONSULTANT HOURLY RATES

495.1 The following hourly rates are to be used as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and include salary costs, overhead, administration and profit. The overhead included in these rates covers all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

SUBCONSULTANT #1 NAME Southwick Landscape Architects	RATE	UNIT
Project Landscape Architect	$200	Per Hour
Project Manager	$140	Per Hour
Landscape Architect	$130	Per Hour
CAD/Designer	$100	Per Hour
Clerical	$0	Per Hour

ARTICLE 496: ADDITIONAL SERVICES RATES

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

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

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

496.3 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.

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

ARTICLE 497: REIMBURSABLE EXPENSES

497.1 The following Reimbursable Expenses are allowed:

REIMBURSABLE EXPENSE
None authorized or anticipated as of the date of this Contract.

497.2 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.

497.3 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.

497.4 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.

497.5 Travel and per diem expenses are included in the Basic Services Fees, Consultant Hourly Rates, Sub-Consultant Hourly Rates, Additional Services Rates, and Reimbursable Expenses shown in this Contract, and may otherwise only be authorized by written amendment to this Contract. Expenses incurred prior to written authorization shall not be considered for reimbursement.

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

497.6.1 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.

497.6.2 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.

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

497.6.4 Examples of expenses that will not be reimbursed include alcoholic beverages, entertainment, laundry, dry cleaning and pressing, parking fines, gratuities and tips excepting for taxicab and meals a 15% tip if shown on the receipt, costs related to making reservations or other accommodations for travel, phone calls, computer or Internet access costs, car rentals larger than mid-size and car rental insurance, air travel other than the lowest coach fair available and travel insurance, premature departure and extended stays for personal reasons, and indirect route for personal preference.

END OF EXHIBIT "E"

EXHIBIT "F"

KEY PERSONNEL LIST

ARTICLE 600: CITY PERSONNEL

600.1 CITY REPRESENTATIVE: **Project Manager**. Marlene Siska

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Michael Vlaovich

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: Giovanni Pezzi

601.1.2 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Craig S.Galati

601.1.3 PROJECT ARCHITECT: Lance Kirk

601.1.4 LEED PROJECT ADMINISTRATOR (Accredited by USGBC): NA

601.1.5 RESPONSIBLE IN CHARGE PERSON
List name of individual Architect as licensed: Craig S. Galati

601.1.6 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER
List Architect license number: Nevada 1952

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 LANDSCAPE DESIGN: Southwick Landscape Architects

602.1.2 INDEPENDENT COST ESTIMATOR (NOT the Consultant): OCMI

602.1.3 LAND SURVEYOR: Provided by CLV

END OF EXHIBIT "F"

EXHIBIT "G"

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

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

3. Instructions

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

4. Incorporation

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

Block 1: Contracting Entity	**Block 2: Description / Subject Matter of Contract**
Name: LGA Architecture	**Services for:** Medical District Park
Address: 241 W. Charleston Blvd., Ste. 107	
Telephone: 702-263-7111	**Project Number: 74542**
EIN or DUNS : 88-0215901	

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.	Craig S. Galati	241 W. Charleston Blvd., Ste. 107	702-263-7111
2.	John A. Haddad	241 W. Charleston Blvd., Ste. 107	702-263-7111
3.	Lance J. Kirk	241 W. Charleston Blvd., Ste. 107	702-263-7111
4.	Jason Jorjorian	241 W. Charleston Blvd., Ste. 107	702-263-7111
5.			
6.			
7.			
8.			
9.			
10.			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: ____

Date of Attached Document: ____ Number of Pages: ____

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

Name

5/13/19
Date

Subscribed and sworn to before me this 13th day of May, 2019

Notary Public

AMANDA SCHLECHT
Notary Public, State of Nevada
No. 17-2742-1
My Appt. Exp. May. 3, 2021

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.

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

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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
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Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: ____

Date of Attached Document: ____ Number of Pages: ____

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

Name

5/13/19
Date

Subscribed and sworn to before me this 13th day of May, 2019

Notary Public

AMANDA SCHLECHT
Notary Public, State of Nevada
No. 17-2742-1
My Appt. Exp. May. 3, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
20

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

SUBJECT:
For possible action to approve an amendment to Consulting Services for East Fremont Street Revitalization relating to architecture and revitalization of East Fremont Street - Las Vegas Boulevard to Fourteenth Street - Department of Public Works - Award recommended to CIVICVISIONS LP (Not-to-Exceed $110,000 - Road and Flood Capital Projects Fund) - Wards 3 and 5 (Diaz and Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $110,000
Funding Source: Road and Capital Project Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:
As part of the Vision 2045 Downtown Las Vegas Master Plan, the City is proposing a multi-faceted project for the downtown area. Phase 1 of this project involves significant improvements to East Fremont Street from Las Vegas Boulevard to Fourteenth Street. This amendment addresses continued work related to the revitalization of the mid-century modern hotel fabric of East Fremont Street and advice regarding comparable models of urban revitalization and preservation.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. CivicVisions LP East Fremont Street Revitalization Proposal Amendment

CivicVisions LP
Civic Identity from Cultural Values

Susan Nigra Snyder
George E. Thomas, Ph.D.

238 South 21st Street
Philadelphia, PA 19103
215.563.1555

02.06.19

sent via email

Mr. Bradford Jerbic
City Attorney
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

Re: East Fremont Street Revitalization

Dear Mr. Jerbic,

We are pleased continue advising the City of Las Vegas in efforts to achieve a revitalized and stable downtown core by the revitalization of the East Fremont Street corridor and adjacent neighborhoods.

This letter will serve to extend the 06.26.2018 contract with the City of Las Vegas for services in 2019.

We will continue to work as consultant members of the team. The scope of our work will be defined as the project develops. Our work may include but is not limited to attending team meetings in Las Vegas; investigating and advising on economic tools such as New Market Tax Credits, Opportunity Zones and Historic Tax Credits that can apply to development in this area; investigating comparable models of urban revitalization that share the mid-century motel fabric of East Fremont Street; investigating comparable models of urban transformation that add density while maintaining the original scale of low-rise, low-density fabric; advising on the elements of the mid-century motel architecture necessary to express the identity of East Fremont Street; researching and developing narratives for the project as well as material and narratives for videos and location-based sound apps; researching and advising on issues relating to Las Vegas's history and historic preservation; providing digital photography; conducting stakeholder workshops and advising on secondary team members whose expertise will advance the project and working collaboratively with team members. Work that we produce will be delivered electronically in PDF format.

We therefore propose to continue to work hourly within the estimate range of $110,000.00 (plus reimbursable expenses) for work during 2019. We have based this range on the assumption of three trips to Las Vegas (four days each) and an estimate of 145 hours of office work (approximately 14 hours per month for ten months) in 2019. The actual work may be distributed in a different way throughout the year as the project develops. Because of the unusual nature of this work, should we encounter circumstances that require more time to accomplish work to achieve your goal, we will discuss that additional work with you.

We are prepared to continue this work now but have to note that we have an already contracted teaching schedule at Harvard that we have to work around—every Monday beginning end of August and three days (M-W) every month. We'll work with you to establish Las Vegas trips that are mutually compatible for schedules.

This letter and the accompanying CivicVisions Standard Terms and Conditions ("Terms & Conditions") will serve as the agreement between CivicVisions LP and the City of Las Vegas for work related to the East Fremont Street Revitalization as described above.

The City of Las Vegas and/or its agents will provide Civic**Visions** LP with necessary information about the project, the site and background information on the process-to-date as needed to prepare work (Adobe Creative Suite, Word, Excel and Adobe PDF are formats that we support).

Our fees for professional services for this work will be billed hourly plus reimbursable expenses. We will invoice for actual time expended. In the event that we encounter circumstances that change the scope of work or if additional services are requested, if we do not otherwise agree in writing, we will bill you on a time and materials basis at the rates set forth herein and in accordance with the Terms & Conditions.

The reimbursable expenses will not exceed $3,000.00 per trip and will cover travel (airfare, parking, car rental) and breakfast and lunch meals. The City will provide non-smoking lodging and cover the expenses for dinners and any the cost of image licenses necessary for the work.

We request that you return a signed copy (electronically is fine) of this letter that authorizes us to begin the project. We will send a W-9 upon receipt of signed contract. Signing of this proposal indicates that you will be responsible party for payment. If we run into issues that appear to require extensive additional hours, we will contact you before we undertake the additional work.

The Terms & Conditions of this contract are used for all of our projects. We are concerned that any substantive changes will have to be reviewed by our lawyer and insurance company and will add additional costs and time to the schedule.

In compliance with Regulation Z of the Federal Truth in Lending Act, there will be a finance charge of 1 and 1/2% per month added to any balance which has aged more than 45 days. This is a true annual rate of 18%. In the event that costs and expenses must be incurred to obtain recovery of any amounts due, attorneys' fees plus reasonable costs and expenses shall be added to the balance due. Any use of the instruments of our professional services constitutes acceptance of these terms.

The current hourly rate for Civic**Visions** LP is $325 per hour per principal. All expenses associated with the work including but not limited to travel/meals, postage/delivery, reproduction, photographic licenses obtained for the report be in addition to our fees for professional services.

We appreciate the opportunity to work with you and your organization on this project. Would you please countersign and date this letter below indicating that you, on behalf of your organization have (i) read this agreement, including the Civic**Visions** Standard Terms Conditions made a part hereof and (ii) agree to this agreement, including the Civic**Visions** Terms & Conditions. You can return it to us electronically.

Yours truly,

Civic**Visions** LP

By: Civic**Visions** LLC, general partner of Civic**Visions** LP

Susan Nigra Snyder

Susan Nigra Snyder, member

George E. Thomas Ph. D.

George E. Thomas, member

It is expressly agreed and acknowledged that Civic**Visions** LP has made no representations, warranties or guarantees as to the determinations to be made by reviewing agencies at local, state or federal level, that our work is being provided for use of the Owner for negotiations with parties having jurisdiction; that payment for Civic**Visions** LP's services shall not be dependent on the outcome of the negotiations; and that Civic**Visions** LP shall not be liable or responsible to Owner for the negotiations nor is Civic**Visions** LP liable for outcome of negotiations.

It is acknowledged and agreed that the components of any reports or work—including images, photographs and illustrations remain the Civic**Visions** LP's property but are licensed to Owner for their use in this report.

It is also acknowledged and agreed that the images, photographs and illustrations for which licenses are obtained from other sources cannot be used by Owner separate from the report that have been purchased for without obtaining additional licenses for additional use.

I have read the foregoing letter agreement and the enclosed Terms & Conditions, which form a part hereof and intending to be legally bound agree their terms.

CITY OF LAS VEGAS

By: _____ _____

Carolyn G. Goodman, Mayor Date

Attest:

By: _____

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form:

By: John S. Ridilla 7/29/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CIVIC**VISIONS, LP** ("Civic**Visions**")
STANDARD TERMS AND CONDITIONS

1. Billings will be on a monthly basis for portions of work conducted. All payments are due upon receipt, and full payment must be received within 30 days of the invoice date. Interest at a rate of 1.5% monthly will be added to any unpaid bills plus a $25.00 late payment fee. Payments shall be applied to the interest and late payment fees first, then to the billing amount. Should any invoice or portion thereof remain unpaid beyond its due date requiring referral of the matter to an attorney, collection agency, and/or the courts for collection, the client will be liable for all costs and expenses including, but not limited to court costs, collection fees and or reasonable attorney's fees. In addition to any bank fees incurred by Civic**Visions**, the client shall be responsible for a $25.00 fee for any returned checks.

2. In addition to its other rights under this agreement and under law Civic**Visions** has the right to (i) stop work (ii) not produce deliverables and/or (iii) terminate the agreement with the client due to lack of full payment or breach of other terms of the agreement with the client. All work in progress that has been authorized and all expenses shall be paid in full based upon the rates then in effect.

3. The client agrees to limit Civic**Visions**' and/or its principals' professional liability to the client and to all contractors, subcontractors and/or consultants working on and/or connected to the project due to any negligent acts, errors or omissions, and/or breach of contract, such that the total aggregate liability to all those named shall not exceed $20,000, or the Civic**Visions** total fee for services rendered on this project, whichever is less. Should the client find the above terms unacceptable, an equitable surcharge to absorb any increase in insurance premiums will be negotiated. No personal liability shall accrue hereunder against any individual member of Civic**Visions.**

4. It is understood that Civic**Visions** will use their best efforts to provide advice, consultation and its services on the proposed project. The client clearly and explicitly recognizes that the services, materials and resultant concepts are limited in their nature and accuracy to the time and dollars expended by the client. Civic**Visions** will use their best judgment within those constraints and consequently makes no express and/or implied warranties and/or any representation as to the accuracy of the base data and assumptions upon which any material(s) is based.

The client will be the applicant on any private, governmental and/or quasi-governmental application, and therefore responsible for the ultimate outcome of any such application. Fees and other payments to Civic**Visions** are in no way contingent and/or dependent upon the outcome of any application, presentation and/or other matter involving the project. Fees and other payments to Civic**Visions** are in no way contingent and/or dependent upon the project financing or lack thereof.

5. Reimbursable expenses and/or services shall include, but are not limited to the following: meetings and reviews with the client and other consultants, governmental agencies, or other parties part of the project not specifically included in the proposal; travel and mileage costs (at IRS allowable mileage charges) to include tolls, parking, tickets, meals, and lodging; revisions to documents required due to a change in program; graphics, image licenses, photo reduction and/or reproduction costs; postage; and long distance telephone costs. Archival CDs required for government submissions are $10.00 each. Such costs are in addition to the fees contained in the contract.

6. Receipt of a retainer in the amount specified in the engagement letter is required prior to the initiation of any work by Civic**Visions.** Any retainer shall be applied against the final invoice. Receipt of a signed engagement letter agreeing to the terms of that letter and these terms and conditions shall be required. The letter must be signed by the party responsible for payment.

7. All work will be performed as expeditiously as is consistent with professional practice. Any schedule provided is our best estimate, and it is understood that the schedule shall be adjusted as conditions prevailing at the time of the project initiation are altered. The client, at client's sole cost and expense shall timely provide Civic**Visions** with all background/base information, data and/or materials as has been requested by Civic**Visions** in order to allow Civic**Visions** to commence and/or complete work on the project.

8. The services outlined in the proposal, are detailed to the extent possible at the time of its preparation. The fees contained herein reflect the project understanding and represent our best estimate of the time and costs involved.

It is not unusual for both the extent of services and products to change based on governmental requests, requests of other consultants and/or changes in the scope of the project. Civic**Visions** will expend its best efforts to advise the client of any resultant changes as it affects the fee. If a new arrangement is not reached in writing for additional work, additional work shall be billed at the then current hourly rates of those performing the work. Likewise reimbursable services and expenses shall be billed at then current Civic**Visions** rates. All of these Terms and Conditions shall remain in full force and effect.

9. This proposal is valid for 7 days. After this period, we reserve the right to review the fees and work schedule. If the project exceeds six months in length, we reserve the right to increase the fee to reflect any new billing rates then in effect.

10. Additional services beyond those specified in the contract shall be provided as requested by the client such services shall be authorized either verbally or in writing by the client. Additional services shall be billed at the then current hourly rates of those performing the work. Likewise reimbursable services and expenses shall be billed at then current Civic**Visions** rates. All of these Terms and Conditions shall remain in full force and effect.

11. Drawings, materials, photography, documents, reports and/or specifications, graphic presentations (collectively "Civic**Visions** Documents") prepared in connection with this project are and shall remain the property of Civic**Visions**. The client shall be permitted to retain copies for information and reference only in connection with the client's use of the project and shall credit Civic**Visions**. Civic**Visions** does not provide copies of graphic presentations, such as PowerPoints to the client for any use or reference. No use of Civic**Visions** documents shall be made by the client for other uses, projects, additions to this project, and/or for completion of this project, by the client without the prior written authorization of Civic**Visions** and purchase of photographic licenses for Civic**Visions** photography. Civic**Visions** shall have the right to use and/or refer to the work or any portion thereof in any type of media. Civic**Visions** shall credit the client in any publication references.

12. These Terms and Conditions shall form a part of the agreement between Civic**Visions** and the client. They may be referred to herein as the "agreement" or as the Terms and Conditions. The Agreement between Civic**Visions** and the Client shall be interpreted in accordance with the laws of the State of Pennsylvania.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
21

DEPARTMENT: Legislative Affairs **CONSENT**
DIRECTOR: Ted Olivas

SUBJECT:
For possible action to approve the ratification of Brianna Ramirez in a Council support position as a Special Assistant to Council in the Ward 2 office ($63,203 annual salary + Benefits - General Fund) - Ward 2 (Seaman)

FISCAL IMPACT:
Budget Funds Available
Amount: $63,203 + Benefits
Funding Source: General Fund
Dept./Division: City Council - Ward 2

PURPOSE/BACKGROUND:
Pursuant to Section 3.020 of the City Charter, all Council positions are subject to ratification by the City Council. Councilwoman Seaman has requested the appointment of Brianna Ramirez to the position of Special Assistant to Council in the Ward 2 office.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
22

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve a Ground Lease Agreement between the City of Las Vegas (City) and the Boys & Girls Club of Southern Nevada (Club) for the Andre Agassi Boys and Girls Club located on City owned land at 800 North Martin Luther King Boulevard, APN 139-28-701-001 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Club, by way of an Assignment Agreement from the Southern Nevada Regional Housing Authority dated May 19, 1996, constructed the Andre Agassi Boys and Girls Club on a portion of City property. The improvements constructed included the facility, the gymnasium, tennis courts and outdoor basketball courts. This agreement will replace all previous agreements. The term is for fifteen years with two additional options to renew of five years each. Rent is $1.00 per year.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Ground Lease Agreement

GROUND LEASE AGREEMENT BETWEEN
CITY OF LAS VEGAS AND BOYS & GIRLS CLUB OF SOUTHERN NEVADA

THIS GROUND LEASE AGREEMENT (the "**Ground Lease**") is made and entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation ("**City**" or "**Landlord**"), and the BOYS & GIRLS CLUB OF SOUTHERN NEVADA, a Nevada non-profit corporation ("**Club**" or "**Tenant**"). City and Club are sometimes collectively referred to herein as the "**Parties**".

This Ground Lease is effective on the later of the date of approval by the Las Vegas City Council or Club, each as noted on the signature page hereto, as long as approval by one is within thirty (30) calendar days of approval by the other ("**Effective Date**").

RECITALS

WHEREAS, City is the fee title owner of that certain real property, Assessor's Parcel Number ("**APN**") 139-28-701-001 and commonly known as 800 North Martin Luther King Boulevard, and depicted on **Exhibit A** ("**Property**"); and

WHEREAS, effective as of January 1, 2010, the Southern Nevada Regional Housing Authority, a Nevada public housing authority, became the successor to the Housing Authority of City of Las Vegas ("**HACLV**") after HACLV ceased operations on December 31, 2009. As used herein, "**SNRHA**" shall refer to either the Southern Nevada Regional Housing Authority for any reference dated January 1, 2010, or later, and the HACLV for any reference dated December 31, 2009, or earlier; and

WHEREAS, City and SNRHA entered into that certain agreement dated March 4, 1970, (the "**SNRHA 1970 Agreement**"), whereby SNRHA constructed an activity center building and related uses (the "**A.D. Guy Center**") on a portion of the Property (the "**SNRHA Site**") to serve residents in the vicinity of the Property and City agreed to allow SNRHA to use and occupy the Property so long as SNRHA operated certain low rent housing in the vicinity of the Property; and

WHEREAS, SNRHA and the Club, with the consent of City, entered into that certain assignment agreement dated May 19, 1996 (the "**1996 Assignment Agreement**"), whereby SNRHA assigned its rights and obligations under the SNRHA 1970 Agreement to the Club; and

WHEREAS, Club, with the consent of City and SNRHA, constructed the Andre Agassi Boys and Girls Club, including the building facility, gymnasium, tennis courts, and outdoor basketball courts existing as of the Effective Date (collectively, the "**Agassi Center**") on portions of the Property (collectively, the "**Agassi Center Site**"); and

WHEREAS, Club and the Community College of Southern Nevada ("**CCSN**"), with the consent of City and SNRHA, entered into that certain subassignment agreement in 1998 (the "**CCSN Subassignment**"), whereby CCSN agreed to use and occupy the A.D. Guy Center in conjunction with the Club; and

WHEREAS, the CCSN Subassignment terminated in 2003; and

WHEREAS, City acknowledges that upon the execution of a new ground lease between City and SNRHA all previous agreements between City and SNRHA relating to the Property are hereby terminated; and

WHEREAS, City and Club agree that upon the execution of this Ground Lease, all agreements between City and Club related to the Property other than this Ground Lease are hereby terminated; and

WHEREAS, City and Club mutually desire to enter into this Ground Lease for the Agassi Center

Site for the common benefit and in accordance with Nevada law.

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

ARTICLE 1
DEMISE OF LEASED PROPERTY

1.1. GROUND LEASE OF PROPERTY. Landlord hereby ground leases to Tenant, and Tenant hereby ground leases from Landlord the Agassi Center Site, subject to the terms, conditions, benefits, and rights hereinafter set forth including, without limitation, the obligation to operate the Agassi Center.

In addition to the Agassi Center Site, Tenant shall enjoy the right to use the shared use parking lot and other common areas of the Property (collectively, the "**Common Area**") in conjunction with SNRHA's use and occupancy of the A.D. Guy Center. Tenant and SNRHA shall negotiate a mutually acceptable Common Area maintenance plan, including funding of the maintenance of the Common Area (the "**Maintenance Plan**"). Tenant shall submit the mutually agreed to Maintenance Plan to Landlord within ninety (90) days after the Commencement Date. Any updates to the Maintenance Plan shall be submitted to Landlord within thirty (30) days after approval by Tenant and SNRHA. Tenant, in partnership with the SNRHA, shall maintain the Common Area in a clean, neat, and orderly manner at all times consistent with the terms and conditions of the Maintenance Plan. Tenant's and SNRHA's failure to maintain the Common Area shall be an Event of Default of this Ground Lease and the ground lease between City and SNRHA, respectively.

ARTICLE 2
TERM, DELIVERY/ACCEPTANCE AND SURRENDER, TERMINATION

2.1. TERM. Unless earlier terminated in accordance with the terms in this Ground Lease, the lease term shall be for a term of fifteen (15) years (the "**Initial Term**"), commencing on the first day of the month following the Effective Date (the "**Commencement Date**") and terminating on the fifteenth (15th) anniversary of the Commencement Date ("**Expiration Date**"). If Tenant is not then in default of this Ground Lease, Tenant may request to extend the Initial Term for two (2) additional terms of five (5) years each (each, a "**Renewal Term**") by giving a written request to extend the Initial Term addressed to the Landlord's designated contact listed in Section 13.5 of this Ground Lease at least ninety (90) days prior to the expiration of the Initial Term or the first Renewal Term, as applicable, and upon receiving such request, City must provide written notification of approval or denial of the extension of the Initial Term within sixty (60) days of receipt of the request. City's approval of any Renewal Term shall not be unreasonably withheld, conditioned, or delayed. As used herein, "**Ground Lease Term**" shall refer to the Initial Term and any Renewal Term.

2.2. DELIVERY/ACCEPTANCE OF THE PROPERTY. Landlord and Tenant acknowledge that, as of the Commencement Date, Tenant is in possession of the Agassi Center Site and shall remain in possession thereof, along with all rights and appurtenances relating thereto, following the Commencement Date. Tenant acknowledges and agrees that it is leasing the Agassi Center Site based solely upon Tenant's inspection and investigation of the Property and all documents related thereto, or its opportunity to do so, and except for Landlord's covenants, representations, and warranties otherwise expressly set forth in this Ground Lease, Tenant is leasing the Property in an "AS IS, WHERE IS" condition, without relying upon any representations or warranties, express, implied or statutory, of any kind. Without limiting the above, Tenant acknowledges that, except as otherwise expressly set forth in this Ground Lease, neither Landlord, nor any other party has made any representations or warranties, express or implied, on which Tenant is relying as to any matters, directly or indirectly, concerning the Property including, but not limited to, the

land improvements and infrastructure, if any, development rights, expenses associated with the Property, taxes, assessments, bonds, utilities, soil, subsoil, drainage, environmental or building laws, rules or regulations, or Hazardous Materials (as defined below), or any other matters affecting or relating to the Property.

"**Hazardous Materials**" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "*Refrigerant Recycling Rule*", as amended from time to time), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used in the Lease, "**Environmental Laws**" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing.

2.3. TERMINATION. In addition to other termination provisions contained in this Ground Lease, after the three year anniversary of the Commencement Date, this Ground Lease may be terminated by Tenant or Landlord by providing one hundred eighty (180) days written notice to the other party.

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

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

All of Tenant's trade fixtures, furniture, furnishings and other personal property not permanently affixed to the Property or Improvements (collectively referred to as "**Tenant's Personal Property**") shall

be and remain the property of Tenant during the Ground Lease Term. During the Ground Lease Term, Tenant shall have the right to remove or dispose of any or all of Tenant's Personal Property, though Tenant shall repair any damage caused to the Property or Improvements resulting from such removal; provided, however, that at all times Tenant shall provide and maintain during the entire Ground Lease Term such Tenant's Personal Property as necessary in order to operate the Property in accordance with the terms of this Ground Lease.

ARTICLE 3
RENT, TAXES

3.1. RENT. Tenant agrees to pay to Landlord, at the address listed in Section 13.5 hereof or such other place as Landlord may designate in writing, without prior demand and without any deduction or set-off whatsoever except as provided in this Ground Lease, the sum of One Dollar and No Cents ($1.00) per year (the "**Base Rent**"), due and payable in full for the Initial Term in the amount of Fifteen Dollars and No Cents ($15.00) within sixty (60) days after the Commencement Date. Rent for any Renewal Term shall be agreed upon by the Parties on or before the date which is thirty (30) days prior to the commencement of the applicable Renewal Term or Tenant shall have the right, but not the obligation, to terminate the Ground Lease. As used herein, "**Rent**" shall refer to Base Rent and any Renewal Term Rent.

3.2. TAXES. Commencing on the Commencement Date, and continuing for the balance of the Ground Lease Term, Tenant agrees to pay, or cause to be paid, without setoff or deduction, the amount of all taxes assessed for any reason and levied on the Agassi Center Site and all improvements thereon (collectively, the "**Taxes**"). Such Taxes shall be paid directly to the tax assessor by Tenant. Tenant shall provide to Landlord proof of payment of all Taxes assessed on the Property within ten (10) days after payment of such Taxes. The term "Taxes" levied on the Property or the improvements thereon shall mean any form of tax, special tax, assessment, lien, bond obligation, license fee, license tax, tax or excise on rent, possessory interest tax, or any other levy, charge or expense, together with any statutory interest thereon, imposed or required at any time by any federal, state, county, city, or quasi-governmental authority having jurisdiction, or any political subdivision thereof, or any improvement or special assessment district thereof (hereinafter individually and collectively referred to as "**Governmental Agencies**"), on any interest of Landlord or Tenant or both in the Property or the improvements thereon, including without limitation: (a) any impositions by Governmental Agencies (whether or not such impositions constitute tax receipts) or any other payments to Governmental Agencies (whether involuntarily imposed by any such Governmental Agencies or voluntarily agreed to by Landlord) in substitution, partially or totally, of any impositions now or previously included within the definition of real property taxes; (b) any impositions upon this Ground Lease or any document to which Tenant is a party, otherwise payable under any special improvement district, special service district or any other special taxing district or authority, annual or periodic license or use fees, excises, transit and traffic charges, housing fund assessments, open space charges, childcare fees, school, sewer and parking fees, or any other assessments, levies, fees, or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees "in-lieu" of any such tax or assessment). In addition, in no event shall Tenant be responsible for paying any increases in Taxes that are directly attributable to (I) Landlord's sale or transfer of fee title to the Property that constitutes a "change in ownership" for purposes of real property taxes and assessments against the Property, other than a sale or transfer by Landlord to Tenant; or (II) any Taxes due on the income earned by Landlord from this Lease. Any Taxes relating to a fiscal period of the taxing authority, only a part of which period is included within the Initial Term, shall be prorated as between Landlord and Tenant so that Tenant shall pay the portion attributable to any period during the Ground Lease Term. Tenant's obligation to pay Taxes that accrued during the

Ground Lease Term shall survive the expiration or earlier termination of this Ground Lease. Tenant shall have the right to contest any Taxes or the increase in any Taxes which Tenant is obligated to pay under this Ground Lease; provided, however, Tenant shall (i) give Landlord written notice of any such intention to contest at least thirty (30) days before any delinquency could occur, (ii) indemnify and hold Landlord harmless from all liability on account of said contest, (iii) take such action as is necessary to remove the effect of any lien which attaches to the Parcel or the improvements thereon due to such contest, and (iv) in the event of a final determination adverse to Tenant, prior to enforcement, foreclosure or sale, pay the amount involved together with all penalties, fines, interest, costs, and expenses which may have accrued.

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

ARTICLE 4
USE OF PROPERTY

4.1 COVENANT TO OPERATE. The lease of the Agassi Center Site to Tenant is predicated upon the promise by Tenant to continue to operate the Agassi Center to serve the youth residents in the community. If Tenant fails to operate the Agassi Center for a period of more than thirty (30) consecutive calendar days, and Tenant fails to cure this Event of Default (as defined below), Tenant shall be declared in non-compliance with the terms of this Ground Lease and this Ground Lease shall be deemed null and void without the necessity of further action by Landlord. For purposes of this Ground Lease, "operate the Agassi Center" is defined as providing recreation, youth activities, and community service facilities to the residents of the City of Las Vegas at the Agassi Center during a minimum of five (5) days per calendar week for a minimum of four (4) hours per day, with the exception of closures for holidays, staff trainings, renovations or due to force majeure.

Any construction of New Improvement on the Agassi Center Site shall be at the sole cost and expense of the Tenant, and shall be constructed in a good and workmanlike manner and in compliance with all security and insurance requirements and all applicable permits, authorizations, building regulations, zoning laws, environmental regulations, laws regarding the physically disabled under the Americans with Disability Act and all other governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect pertaining to the Agassi Center Site or Tenant use thereof. Tenant shall obtain written consent from the Landlord for any New Improvements that materially change the Agassi Center or the Agassi Center Site.

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

Tenant is hereby authorized to install fencing to secure the tennis and basketball courts from trespass. The authorization provided herein as it relates to the installation of said fence shall not relieve Tenant from any obligation to acquire a building permit or other necessary approvals from City when City, through its Building and Safety or other departments, is acting in its regulatory capacity.

4.2. PROHIBITION ON LIENS. Tenant agrees that it will pay, or cause to be paid, all costs of labor, services, and/or materials supplied in the prosecution of any work, done, or caused to be done, on the Property, including without limitation, the Improvements, and Tenant will keep the Property free and

clear of all mechanics' liens and other liens on account of work done for Tenant or persons claiming under Tenant.

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

4.2.2. Notice of Lien. Tenant shall forthwith notify Landlord in writing of any claim or lien filed against the Property or the commencement of any action affecting the title thereto.

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

4.3. USE RESTRICTED. Tenant shall use the Property and Improvements solely as a non-profit entity providing recreation, youth activities, and community service facilities to the youth residents of the City of Las Vegas. Tenant shall not construct or permit any permanent use of the Agassi Center Site for any commercial purpose(s), however, Tenant may (a) enter a short-term sublease of Agassi Center or other Improvements, or any portion thereof so long as the sublease does not exceed ninety (90) days and only after written approval from the Landlord, whose approval shall not be unreasonably withheld, delayed, or conditions (b) permit temporary and short-term commercial special events provided that Tenant obtain the necessary approval(s) and permit(s) from the appropriate governmental authority, if any, or (c) enter into license agreements for use of portions of the Agassi Center throughout the year (i.e., use of the gym for sports practice by a community organization). Tenant's use the Property for anything other than operations as a non-profit or as provided in this Section 4.3 shall be considered an Event of Default (as defined below) and subject to the cure and termination provisions contained in this Ground Lease.

4.4. TENANT RESPONSIBLE FOR ALL COSTS. Landlord and Tenant acknowledge and agree that this is a triple net lease, and that except as otherwise expressly provided in this Ground Lease, all obligations relating to the Agassi Center Site and the Improvements, including without limitation, all Rent, Taxes, and insurance costs shall be the sole and exclusive obligation of Tenant. Landlord shall not be responsible or liable for any expenses whatsoever in connection with the maintenance and upkeep of the Agassi Center Site or Improvements except the Landlord shall cooperate with Tenant to assist Tenant if Tenant is seeking any grants or other monies to assist in the operations of the Improvements.

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

Landlord has no responsibility or obligation to provide or pay for any maintenance of the Property or Improvements.

4.6. UTILITIES. Tenant shall pay or cause to be paid, all charges for water, gas, electrical power, telephone, sewer, trash collection and all other utilities and services supplied to or for the Agassi Center Site and Improvements from and after the Commencement Date. Tenant shall make a reasonable effort to operate the Improvements in an energy efficient manner to the extent financially feasible to Tenant.

4.7. COMPLIANCE WITH THE LAW. During the Ground Lease Term, Landlord and Tenant shall not use or knowingly permit any person to use all or any portion of the Property, including any Improvement in or on the Property, in any manner which violates any laws, ordinances, or regulations of the United States; the State of Nevada; Clark County, Nevada; or City of Las Vegas, Nevada; or any other government authority having jurisdiction over the Property.

ARTICLE 5
ASSIGNMENT

5.1. ASSIGNMENT PROHIBITED. Tenant shall not transfer or assign this Ground Lease, in whole or in part, or permit the use of the Agassi Center Site by any person or persons other than Tenant, or sublease the Property, or any part thereof, except as provide for in this Ground Lease, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subleasing shall include any assignment or subletting by operation of law. Any transfer of this Ground Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Ground Lease.

5.2. CONSENT REQUIRED. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Ground Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

5.3. LANDLORD'S RIGHT IN THE EVENT OF ASSIGNMENT. In the event that Landlord consents to a sublease or assignment hereunder, Tenant shall pay to Landlord reasonable fees, not to exceed Five Hundred Dollars and No Cents ($500.00), incurred in connection with processing documents necessary to the giving of such consent.

ARTICLE 6
LEASEHOLD FINANCING

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

6.2. NO RIGHT TO ENCUMBER. Tenant has no right to hypothecate, pledge, encumber, or mortgage its interest in this Ground Lease, the leasehold estate in the Property created hereby, or any part or parts thereof or interest therein.

ARTICLE 7
INDEMNIFICATION

7.1. TENANT'S COVENANT TO INDEMNIFY. Tenant shall indemnify, protect, defend, and hold harmless Landlord and Landlord's council members, officers, employees, and agents (individually and collectively, "**Indemnitees**") from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily, or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Property, or the occupancy or use by Tenant of the Property or any part thereof, including the Common Area, or occasioned wholly or in part by any act or omission of Tenant, its employees, agents, contractors, invitees, licensees, concessionaires, or volunteers, unless due to (a) the gross negligence or willful misconduct of the Indemnitees; or (b) the negligence or willful misconduct of SNRHA and/or its members, managers, officers, employees or agents.

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

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

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

ARTICLE 8
INSURANCE

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

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

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

ARTICLE 9
DAMAGE OR DESTRUCTION

9.1. OBLIGATIONS OF TENANT. Except as hereinafter otherwise provided, in case of damage to or destruction of the Improvements located on the Property or any part thereof by fire or other cause, Tenant, at Tenant's sole cost and expense, may elect to restore, repair, replace, rebuild, or alter the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction or with such changes or alterations as may be approved by the Landlord. If Tenant elects to make any such repairs, such restoration, repairs, replacements, rebuilding or alterations shall be commenced within ninety (90) days following Tenant's receipt of Building Permits for such work and prosecuted to completion with due diligence and in good faith. If Tenant does not desire to make the repairs (regardless of whether insurance proceeds are available), Tenant shall notify Landlord in writing. Thereafter, Landlord and Tenant shall meet and confer in good faith to determine whether Landlord will approve Tenant's election not to rebuild, repair, or restore (which approval Landlord shall not unreasonably withhold or conditioned). The obligation of Tenant to pay Rent shall remain in full force and effect regardless of whether Tenant is able to operate and nothing contained in this Section shall be deemed or construed to relieve Tenant of its obligations to comply with the other covenants and obligations of Tenant under this Ground Lease. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Property, Improvements, or Tenant's Personal Property located on the Property or for any inconvenience or annoyance occasioned by such damage.

9.2. DISBURSEMENT OF INSURANCE PROCEEDS. All property insurance proceeds recovered on account of damage or destruction to the Improvements ("Proceeds") shall be applied to the payment of the cost of repairing and replacing the Improvements so damaged regardless of whether such proceeds first become available after the expiration of the Ground Lease Term. If the Ground Lease Term expires or will expire prior to the completion of reconstruction and/or the proceeds will not be utilized for the restoration contemplated on the Property, any insurance proceeds shall belong to the Tenant whether or not Tenant decides to rebuild, except to the extent Landlord is due any insurance proceeds for damage to Landlord's property or improvements.

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

ARTICLE 10
EMINENT DOMAIN

10.1. TOTAL TAKING. If, during the Ground Lease Term, the entire Property shall be taken as a result of the exercise of the right of eminent domain, or if less than the entire Property shall be taken but it shall be determined by the Tenant in his or her reasonable judgment that the Improvements cannot at a reasonable expense be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Ground Lease may, at the option of Tenant, be terminated by Tenant as of the date of such taking, and the rights of Landlord and Tenant in and to the award upon any such taking shall be determined in accordance with this Section 10.

10.2. PARTIAL TAKING. If, during the Ground Lease Term, if less than the entire Property shall be taken but it shall be determined by the Tenant in his or her reasonable judgment that the Improvements can be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Ground Lease shall not terminate but shall continue in full force and effect for the remainder of the Ground Lease Term. The rights of Landlord and Tenant in and to the award upon any such taking shall be determined in accordance with this Section 10. Tenant shall, with due diligence, restore, repair, and replace that portion of the Improvements not so taken to a condition suitable Tenant's intended use, having due regard for the design, construction, and character of the Improvements existing before such taking.

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

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

10.4.1. In the event of any taking that results in the termination of this Ground Lease in accordance with the provisions of this Section 10, then Landlord and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests in the Property and Improvements.

10.4.2. In the event of any taking of a portion of the Property or of the Improvements that does not result in the termination of this Ground Lease in accordance with the provisions of this Section 10, then the Landlord and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests affected by such taking.

10.4.3. As used in this Section 10, the phrase "taken as a result of the exercise of the right of eminent domain" shall mean a taking or damaging by eminent domain, or by inverse condemnation, or by deed or transfer in lieu thereof, for any public or quasipublic use under any statute or law. The taking shall, at the election of Tenant, be considered to take place as of the earlier of (i) the date actual physical possession is taken by the condemnor; or (ii) the date on which the right to compensation and damages accrues under the applicable law; or (iii) the date on which title vests in the condemnor.

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

ARTICLE 11
DEFAULTS BY TENANT; REMEDIES

11.1. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "**Event of Default**" by Tenant:

11.1.1. Any failure by Tenant to pay Rent or Taxes when due, where such failure continues for thirty (30) business days after written notice thereof by Landlord to Tenant;

11.1.2. Failure by Tenant to observe and perform any provision of this Ground Lease to be observed or performed by Tenant; where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same

cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion; or

11.1.3. Tenant (1) admits in writing its inability to pay its debts generally as they become due, (2) files a petition in bankruptcy or a petition to take advantage of any insolvency act, (3) makes an assignment for the benefit of its creditors, (4) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (5) files a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

11.1.4. Tenant is adjudicated as bankrupt or a court of competent jurisdiction enters an order or decree appointing, without the consent of Tenant, a receiver of Tenant, or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of Tenant under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

11.1.4. Tenant is liquidated or dissolved, or shall begin proceedings toward such liquidation or dissolution, or shall, in any manner, permit the sale or divestiture of substantially all its assets;

11.1.5. The estate or interest of Tenant in the Property or any part(s) thereof shall be levied upon or attached in any proceeding and the same shall not be vacated or discharged within ninety (90) days after commencement thereof;

11.1.6. An Assignment of Tenant's interest under this Ground Lease occurs without Landlord's consent in violation of the provisions of this Ground Lease;

Notwithstanding anything to the contrary contained in this Ground Lease regarding notice and cure periods, any notice and cure periods provided for herein shall be in lieu of, and not in addition to, any applicable time periods prescribed by any applicable laws as a condition precedent to the commencement of legal action against Tenant for possession of the Property.

11.2. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. Without in any way limiting Landlord's other rights and remedies hereunder or at law and/or in equity, upon the occurrence of an Event of Default by Tenant, or before the expiration of any notice or cure period hereunder in the event of emergency, Landlord, at its option (but without any obligation), may elect to cure any Tenant default under this Ground Lease, and any amount so paid and the reasonable cost of any such cure, plus interest on such sums at the one percent (1%) per month, shall be deemed to be added to the Rent, immediately payable by Tenant to Landlord upon demand. No such payment or performance by Landlord shall constitute a waiver of any default by Tenant or of any remedy for such default or render Landlord liable for any loss or damage resulting from any such payment or performance. Landlord, or Landlord's authorized representative, may enter the Property for such purpose and take all such action as may be necessary therefor and such entry shall not constitute or be deemed to be an eviction of Tenant.

11.3. RECEIVER. Upon the occurrence of an Event of Default, and upon commencement of proceedings to enforce the rights of Landlord hereunder or at law and/or in equity, Landlord shall be entitled, as a matter of right, to the appointment of a receiver or receivers acceptable to Landlord of the Property, pending the outcome of such proceedings, with such powers as the court making such appointment shall confer.

11.4. WAIVER. If Landlord initiates judicial proceedings or if this Ground Lease is terminated by Landlord pursuant to this Article 11, Tenant waives, to the extent permitted by applicable law, (i) any

right of redemption, re-entry or repossession, except to recover and take possession of Tenant's Personal Property pursuant to Section 11.8; and (ii) the benefit of any applicable law now or hereafter in force exempting Property from liability for Rent.

11.5. RIGHTS OF LANDLORD. Following an Event of Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Ground Lease and all rights of Tenant hereunder by giving written notice to Tenant of such intention to terminate. In the event that Landlord shall elect to so terminate this Ground Lease, then Landlord may recover from Tenant: (a) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Ground Lease Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; plus (d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Ground Lease or which in the ordinary course of events would be likely to result therefrom, including, without limitation, all costs and expenses incurred by Landlord in (i) retaking possession of the Property, including reasonable attorney's fees, (ii) maintaining or preserving the Property, (iii) preparing the Property for a new tenant, including repairs or alterations to the Property, and (iv) leasing commissions; plus (e) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable laws.

As used in subsections (a) and (b) above, the "worth at the time of award" is computed by allowing interest at an interest rate of one percent (1%) per month. As used in subsection (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank Federal Discount Rate at the time of award plus one percent (1%).

11.6. LANDLORD'S RIGHT OF RE-ENTRY. Following an Event of Default by Tenant, Landlord shall also have the right, with or without terminating this Ground Lease, to re-enter the Property pursuant to legal proceedings and eject all parties in possession there following issuance of an order of a court of competent jurisdiction allowing such entry and ejection. Without terminating this Ground Lease and with or without re-entering the Property, Landlord may, at any time and from time to time following an Event of Default, either recover all Rent and Taxes provided for hereunder as it becomes due or re-let the Property, or any part or parts thereof, for the account of Tenant, or otherwise, receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Property, including reasonable costs, expenses and attorneys' fees, and for placing the same in good order and condition, or preparing or altering the same for re-letting, and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or in connection with re-letting the Property, and then to the fulfillment of the covenants of Tenant to be performed under this Ground Lease. In addition to the foregoing, Landlord shall have the remedies provided under Nevada law, as the same may be modified or replaced hereafter.

11.7. NO AUTOMATIC TERMINATION. No reentry or taking possession of the Property by Landlord pursuant to Section 11.6 shall be construed as an election to terminate this Ground Lease or Tenant's liability for the payment of Rent or other charges due or accruing hereunder, or as an acceptance of Tenant's surrender of the Property, unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Ground Lease for any such default.

11.8. TENANT'S PERSONAL PROPERTY. Upon the occurrence of an Event of Default, all of Tenant's Personal Property shall remain on the Property and continuing during the length of said Event of Default. Landlord shall have the right to take exclusive possession of same and to use the same free of rent or charge until all defaults have been cured or, at its option, to require Tenant to remove the same forthwith. If the Event of Default remains uncured and Landlord terminates this Ground Lease, Tenant shall have the right to renter the Property for sixty (60) days after termination to recover and take possession of Tenant's Personal Property.

11.9. NO WAIVER. The waiver by Landlord of any breach of any term, covenant or condition contained in this Ground Lease shall not be deemed a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Ground Lease. Landlord's subsequent acceptance of partial Rent or performance by Tenant shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Tenant of any term, covenant or condition of this Ground Lease or of any right of Landlord to a forfeiture of this Ground Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of Landlord's acceptance. No term, covenant or condition of this Ground Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord.

11.10. TENANT'S WAIVER OF DEFENSE. Tenant hereby waives any and all right, as against Landlord, to assert any claim against Landlord or counter-claim or defense in any action brought by Landlord, whether at law or in equity, on the basis of any asserted invalidity of the Landlord as a governmental authority, the invalidity or illegality of the possession of the Property by the Landlord, or the invalidity or illegality of this Ground Lease; provided, however, that Tenant reserves all of its rights and remedies at law or in equity in the event this Ground Lease is found to be invalid, illegal or unenforceable against Landlord through no action or claim made by Tenant.

ARTICLE 12
DEFAULTS BY LANDLORD; REMEDIES

12.1. DEFAULTS. If Landlord shall neglect or fail to perform or observe any of the terms, covenants or conditions contained in this Ground Lease on its part to be performed or observed, within thirty (30) days after written notice of default or, when more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach, and Tenant shall have the right to pursue any other remedies available at law and in equity.

ARTICLE 13
MISCELLANEOUS

13.1. RELATIONSHIP OF THE PARTIES. Nothing contained in this Ground Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and any other person or entity (including, without limitation, Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

13.2. SUCCESSORS AND ASSIGNS. The Parties agree that all the provisions of this Ground Lease are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, and permitted successors and assigns.

13.3. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant obligations to pay Monthly Rent or excuse such obligations as this Ground Lease may otherwise impose on the party to obey, remedy or avoid such event.

13.4. NO WAIVER. A waiver of any given breach or default shall not be a waiver of any other breach or default. City's consent to or approval of any act by the Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

13.5. NOTICE. All notices required or permitted under this Ground Lease shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three 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, or (c) one day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein.

To Landlord:
Attn: Real Estate Administrator
City of Las Vegas
Department of Operations and Maintenance
333 North Rancho Drive, 8th Floor
Las Vegas, Nevada 89106
(702) 229-1022

To Tenant:
Attn: President and CEO
Boys & Girls Club of Southern Nevada
2850 Lindell Road
Las Vegas, NV 89146
(702) 367-2582

13.6. RECORDING. Tenant shall not record this Ground Lease or a memorandum thereof without the written consent of Landlord. The Landlord, at its option and at any time, may file this Ground Lease for record with the Recorder of the County in which the Property is located.

13.7. SEVERABILITY. It is agreed that, if any provision of this Ground Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Ground Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties that, if any provision of this Ground Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

13.8. CHOICE OF LAW / VENUE / ATTORNEY FEES. Any litigation related to this Ground Lease shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time during the Ground Lease Term either party institutes any action or proceeding against the other relating to the provisions of this Ground Lease or any default hereunder, then the unsuccessful party shall be responsible

for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party.

13.9. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the Parties affecting this Ground Lease, and that this Ground Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict this Ground Lease. This Ground Lease, and all amendments and exhibits thereto, is and shall be considered to be the only agreement between the Parties and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included in this Ground Lease. There are no other representations, covenants or warranties between the Parties and all reliance with respect to representations is solely upon the express representations, covenants and warranties contained in this Ground Lease. The Parties agree that any deletion of language from this Ground Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse, obverse or opposite of the deleted language.

13.10. CAPTIONS. The captions and section numbers appearing herein are for convenience only, are not operative parts of this Ground Lease and do not in any way limit or amplify the terms and provisions of this Ground Lease.

13.11. AMENDMENTS. To be effective and binding on Landlord and Tenant, any amendment, modification, addition or deletion to the provisions of this Ground Lease must be made in writing and executed by both Parties in the same manner as this Ground Lease.

13.12. CONSENT OF THE PARTIES. Wherever in this Ground Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, conditioned or delayed, unless otherwise expressly provided; provided, however, that Tenant acknowledge that, for so long as Landlord is a governmental agency, any consent or approval required of Landlord under this Ground Lease, may require Landlord to first follow normal governmental processes, including, to the extent applicable, public notice and a public hearing.

13.13 NO THIRD PARTY BENEFICIARIES. Nothing expressed or implied in this Ground Lease is intended, or should be construed, to confer upon or give any person or entity not a party to this Ground Lease any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Ground Lease.

13.14. TIME IS OF THE ESSENCE Time is of the essence in the performance of all covenants and conditions in this Ground Lease for which time is a factor.

13.15. COUNTERPARTS; ELECTRONIC DELIVERY. This Ground Lease 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.

13.16. INCORPORATION OF RECITALS AND EXHIBITS. The above Recitals and all Exhibits attached hereto are incorporated by this reference and expressly made part of this Agreement.

13.17. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Tenant warrants that it has disclosed on the form attached as **Exhibit B**, all its officers and board members. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within fifteen (15) days of any such change.

IN WITNESS WHEREOF, the Parties have executed this Ground Lease as of the Effective Date as defined herein.

CITY OF LAS VEGAS
"Landlord"

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

ATTEST:

By:_____
Lu Ann D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 7/3/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

[LEFT BLANK INTENTIONALLY AND SIGNATURES CONTINUED ON NEXT PAGE]

**BOYS & GIRLS CLUB OF
SOUTHERN NEVADA**
"Tenant"

By: _____

Name: Andrew Bischel

Title: President & CEO

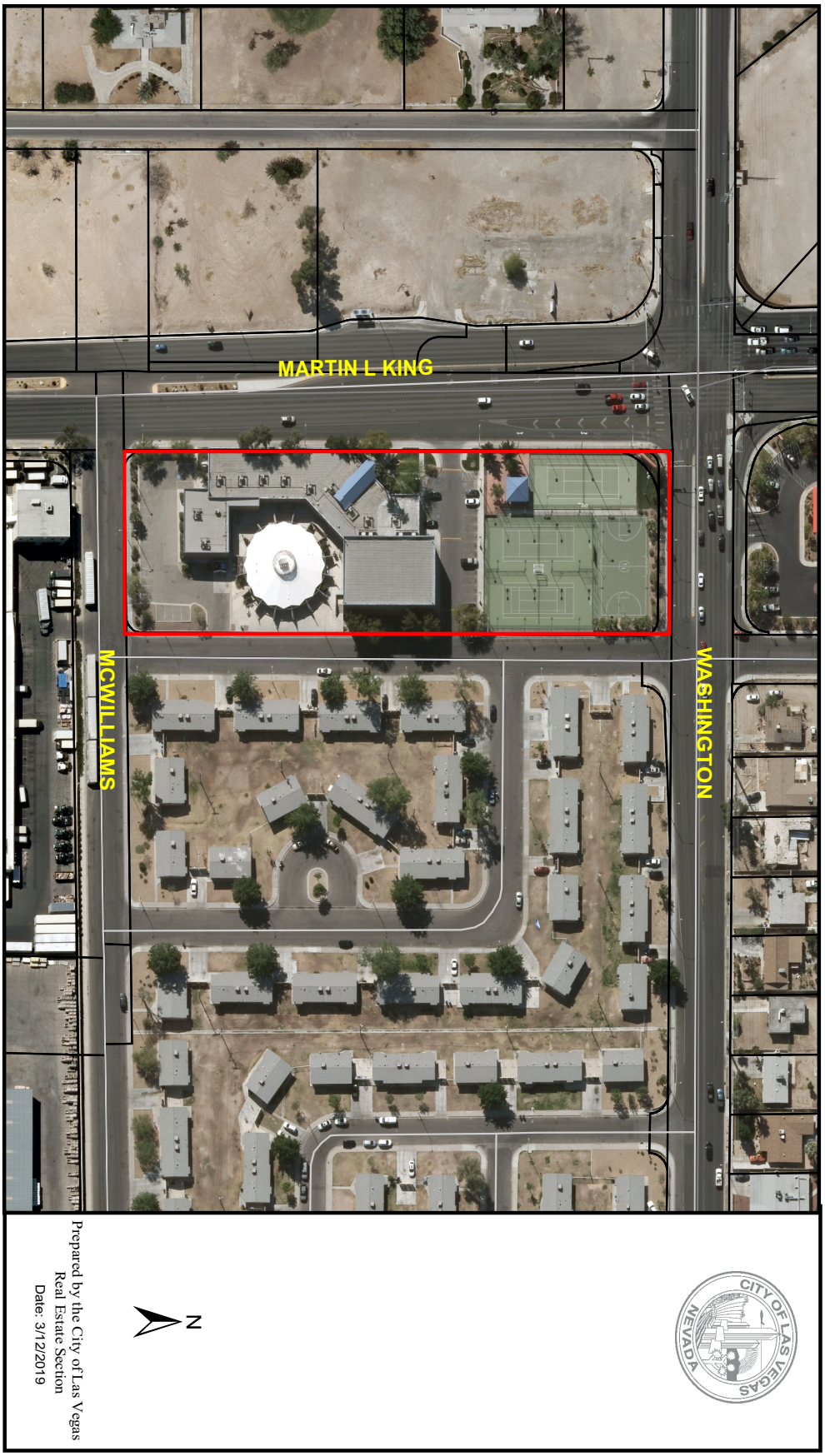
Date: 7/8/19

City

EXHIBIT A

PROPERTY

EXHIBIT A



City

EXHIBIT B

DISCLOSURE OF PRINCIPALS

DISCLOSURE OF PRINCIPALS

The Board of Directors of the BOYS & GIRLS CLUBS OF SOUTHERN NEVADA and principals and partners and entities holding more than 1% interest in the BOYS & GIRLS CLUBS OF SOUTHERN NEVADA are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Wendy Albert	3663 S Las Vegas Blvd, Las Vegas, NV 89109	702-866-0704
2.	Michael BenShimon	240 Greenwich Street, New York, NY 10286	212-495-1784
3.	Vandana Bhalla	9525 Hillwood Dr #120, Las Vegas, NV 89134	702-799-9598
4.	Tim Brooks	120 Market St, Henderson, NV 89015	702-567-9160
5.	Curt Carlson	7250 Peak Dr #216, Las Vegas, NV 89128	702-363-2222
6.	MaryKaye Cashman	3300 Saint Rose Parkway, Henderson, NV, 89052	702-649-8777
7.	David Chesnoff	520 S 4th St, Las Vegas, NV 89101	702-384-5563
8.	Stephanie Cisneros	2300 W. Sahara Ave. Suite 200 Las Vegas, NV 89102	702-920-2800
9.	Chris Connell	3960 Howard Hughes Pkwy. #150 Las Vegas NV 89169	702-735-5700
10.	Ryder Donohue	240 Greenwich Street, New York, NY 10286	212-495-1784
11.	Shawn Duncan	1550 W Deer Valley Rd, Phoenix, AZ 85027	888-751-9138
12.	Alan Gordon	300 S Fourth St. Ste. 200, Las Vegas NV, 89101	702-365-1992
13.	Aric Graham	2220 Paseo Verde Pkwy Suite 100, Henderson NV 89052	866-486-7782
14.	Erin Grolle	100 North City Parkway, Las Vegas, Nevada 89106	702-382-2101
15.	James Hill	9121 W Russell Rd #111, Las Vegas, NV 89148	702-363-3100
16.	Justin Kalb	5670 Wynn Road, Las Vegas, NV 89118	702-365-5252
17.	Scott Kerestesi	2603 W. Charleston Blvd. Las Vegas, NV 89102	702-877-1111
18.	Helen Lanham	6801 S Cimarron Rd, Las Vegas, NV 89113	877-825-3242
19.	Bryan Lindsey	2764 N Green Valley Pkwy # 144 Henderson, NV 89014	702-523-2994
20.	Dr. Benjamin Lurie	8678 W Spring Mountain Rd Ste. 110 Las Vegas, NV 89117	702-384-0000
21.	Ron Lurie	740 S. Decatur Blvd. Las Vegas, NV 89107	702-258-5200
22.	Terry Manley	5055 W Patrick Lane, Suite 105 Las Vegas, NV 89118	702-293-9030
23.	James McGinnis	3131 S Las Vegas Blvd, Las Vegas, NV 89109	702-770-7000
24.	Guido Metzger	6465 S Rainbow Blvd, Las Vegas, NV 89118	702-792-7200
25.	John Meyer	3150 Paradise Road, Las Vegas, NV 89109	702-892-0711
26.	Dina Mitchell	274 Casoria Avenue Las Vegas, NV 89123	702-496-5035
27.	Todd Morse	2603 W Charleston Blvd, Las Vegas, NV 89102	702-877-1111

City

28.	Matt Nelson	7155 S Rainbow Blvd, Las Vegas, NV 89118	702-304-8383
29.	Luke Orchard	6355 S Buffalo Dr, Las Vegas, NV 89113	702-669-7777
30.	Roy Phillips	133 W Lake Mead Pkwy Ste. 120, Henderson, NV 89015	702-558-3815
31.	Julie Pippenger	1120 N. Town Center Dr. #160 Las Vegas, NV 89144	702-227-5700
32.	Raine Shortridge	750 W Warm Springs Rd Suite 360, Las Vegas, NV 89119	706-706-9570
33.	Chris Sohus	5241 Spring Mountain Rd, Las Vegas, NV 89146	877-860-6020
34.	David Stoft	5875 E Flamingo Rd, Las Vegas, NV 89122	702-668-8888
35.	Jerry Velarde	4030 South Jones Boulevard #30246, Las Vegas, NV 89173	702-550-4855
36.	Alysia Vigil	5055 W Patrick Lane, Suite 105 Las Vegas, NV 89118	702-293-9030

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

BOYS & GIRLS CLUBS OF SOUTHERN NEVADA
A Nevada Non-Profit Corporation

By: _____

Name: Andrew Bischel

Title: President & CEO

Subscribed and sworn to before me this
3 day of July, 2019.

By: _____
Notary Public

PATRICIA RIVAS
Notary Public, State of Nevada
Appointment No. 17-4160-1
My Appt. Expires Oct 9, 2021

19437626.1

City

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
23

DEPARTMENT: Operations & Maintenance **CONSENT**
DIRECTOR: Jerry Walker

SUBJECT:
For possible action to approve a Ground Lease Agreement between the City of Las Vegas (City) and Southern Nevada Regional Housing Authority (SNRHA) for the activity center building and related uses on City owned land located at 800 North Martin Luther King Boulevard, APN 139-28-701-001 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City and SNRHA entered into that certain agreement dated March 4, 1970 whereby SNRHA constructed an activity center (A.D. Guy Center) and related uses on a portion of City property to serve residents in the vicinity. This agreement will replace all previous agreements. In addition SNRHA will have the right to the shared use parking lot and other common areas in conjunction with the Boys & Girls Club of Southern Nevada for the Agassi Center Site. The term is for fifteen years with two additional options to renew of five years each. Rent is $1.00 per year.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Ground Lease Agreement

GROUND LEASE AGREEMENT BETWEEN
CITY OF LAS VEGAS AND SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

THIS GROUND LEASE AGREEMENT (the "**Ground Lease**") is made and entered into by and between the CITY OF LAS VEGAS, a Nevada municipal corporation (the "**City**" or "**Landlord**"), and the SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY, a Nevada quasi-government entity (the "**SNRHA**" or "**Tenant**"). City and SNRHA are sometimes collectively referred to herein as the "**Parties**".

This Ground Lease is effective on the date ("**Effective Date**") of approval by the Las Vegas City Council or SNRHA, whichever date is later, as long as approval by one is within thirty (30) calendar days of approval by the other.

RECITALS

WHEREAS, City is the fee title owner of that certain real property, Assessor's Parcel Number ("**APN**") 139-28-701-001 and commonly known as 800 North Martin Luther King Boulevard, and depicted on Exhibit A ("**Property**"); and

WHEREAS, SNRHA, effective January 1, 2010, is the successor to the Housing Authority of the City of Las Vegas ("**HACLV**") after the HACLV ceased operations on December 31, 2009. As used herein, "**SNRHA**" shall refer to either the SNRHA for any reference dated January 1, 2010, or later and the HACLV for any reference dated December 31, 2009, or earlier; and

WHEREAS, City and SNRHA entered into that certain agreement dated March 4, 1970, (the "**SNRHA 1970 Agreement**"), whereby the SNRHA constructed an activity center building and related uses (the "**A.D. Guy Center**") on a portion of the Property (the "**SNRHA Site**") to serve residents in the vicinity of the Property and the City agreed to allow SNRHA to use and occupy the Property so long as SNRHA operated certain low rent housing in the vicinity of the Property; and

WHEREAS, SNRHA and Boys and Girls Club of Southern Nevada (the "**Club**"), with the consent of the City, entered into that certain assignment agreement dated May 19, 1996 (the "**1996 Assignment Agreement**"), whereby SNRHA assigned its rights and obligations under the SNRHA 1970 Agreement to the Club; and

WHEREAS, Club, with the consent of City and SNRHA, constructed the Andre Agassi Boys and Girls Club, including the building facility, gymnasium, tennis courts, and outdoor basketball courts (collectively, the "**Agassi Center**") on a portions of the Property (collectively, the "**Agassi Center Site**"); and

WHEREAS, Club and Community College of Southern Nevada ("**CCSN**"), with the consent of City and SNRHA, entered into that certain subassignment agreement in 1998 (the "**CCSN Subassignment**"), whereby CCSN agreed to use and occupy the A.D. Guy Center in conjunction with the Club; and

WHEREAS, CCSN Subassignment terminated in 2003; and

WHEREAS, City, SNRHA, and Club agree upon execution of the respective ground leases between the City and SNRHA and City and Club, all previous agreements between the Parties related to the Property are hereby terminated; and

WHEREAS, City and SNRHA mutually desire to enter into this Ground Lease for the SNRHA Premises for the common benefit and in accordance with Nevada law.

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

ARTICLE 1
DEMISE OF LEASED PROPERTY

1.1. LEASE OF PROPERTY. Landlord hereby ground leases to Tenant, and Tenant hereby ground leases from Landlord the SNRHA Site, subject to the terms, conditions, benefits, and rights hereinafter set forth including, without limitation, the obligation to operate the A.D. Guy Center.

In addition to the SNRHA Site, Tenant shall enjoy the right to use the shared use parking lot and other common areas of the Property (the "**Common Area**") in conjunction with the Club's use and occupancy of the Agassi Center Site. Tenant and the Club shall negotiate a mutually acceptable Common Area maintenance plan, including funding of the Common Area maintenance requirements (the "**Maintenance Plan**"). Tenant shall submit the mutually agreed to Maintenance Plan to Landlord within ninety (90) days after the Commencement Date. Any updates to the Maintenance Plan shall be submitted to Landlord within thirty (30) days after approval by Tenant and the Club. Tenant, in partnership with the Club, shall maintain the Common Area in a clean, neat, and orderly manner at all times consistent with the terms and conditions of the Maintenance Plan. Tenant's failure to maintain the Common Area shall be an Event of Default of this Ground Lease.

ARTICLE 2
TERM, DELIVERY/ACCEPTANCE AND SURRENDER, TERMINATION

2.1. TERM. Unless earlier terminated in accordance with the terms in this Ground Lease, the lease term shall be for a term of fifteen (15) years (the "**Initial Term**"), commencing on the first day of the month following the Effective Date (the "**Commencement Date**") and terminating on the thirtieth (30th) anniversary of the Commencement Date ("Expiration Date"). "). If Tenant is not then in default of this Ground Lease, Tenant may request to extend the Initial Term for two (2) additional terms of five (5) years each (each, a "**Renewal Term**") by giving a written request to extend the Initial Term addressed to the Landlord's designated contact listed in Section 13.5 of this Ground Lease at least ninety (90) days prior to the expiration of the Initial Term and upon receiving such request, the City must provide written notification of approval or denial of the extension of the Initial Term within sixty (60) days of receipt of the request. The City approval of any Renewal Term shall not be unreasonably withheld, conditioned or delayed. As used herein, "**Ground Lease Term**" shall refer to the Initial Term and any Renewal Term.

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

"**Hazardous Materials**" means any chemical, substance, material, controlled substance, object, condition, waste, living organism or combination thereof which is or may be hazardous to human health or safety or to the environment due to its radioactivity, ignitability, corrosivity, reactivity, explosivity, toxicity, carcinogenicity, mutagenicity, phytotoxicity, infectiousness or other harmful or potentially harmful properties or effects, including, without limitation, petroleum and petroleum products, asbestos, radon, polychlorinated biphenyls (PCBs), refrigerants (including those substances defined in the Environmental Protection Agency's "*Refrigerant Recycling Rule*", as amended from time to time), and all of those chemicals, substances, materials, controlled substances, objects, conditions, wastes, living organisms or combinations thereof which are now or become in the future listed, defined or regulated in any manner by any Environmental Law based upon, directly or indirectly, such properties or effects. As used in the Lease, "**Environmental Laws**" means any and all federal, state or local environmental, health and/or safety-related laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, permits or permit conditions, currently existing.

2.3. TERMINATION. In addition to other termination provisions contained in this Ground Lease, this Ground Lease may be terminated by Tenant or Landlord by providing one hundred eighty (180) days written notice to the other party.

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

Any of Tenant's trade fixtures, furniture, furnishings or other property, which can be removed without structurally damaging the Property, may be removed by Tenant upon termination of this Ground Lease.

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

Term such Tenant's Personal Property as necessary in order to operate the Property in accordance with the terms of this Ground Lease.

ARTICLE 3
RENT, TAXES

3.1. RENT. Tenant agrees to pay to Landlord, at such place as Landlord may designate in writing, without prior demand and without any deduction or set-off whatsoever except as provided in this Ground Lease, Annual Rent of One Dollar and No Cents ($1.00) per year (the "**Base Rent**"), due and payable in full for the Initial Term in the amount of Fifteen Dollars and No Cents ($15.00) within sixty (60) days after the Commencement Date. Rent for any Renewal Term shall be negotiated by the Parties at the time of Ground Lease renewal. As used herein, "**Rent**" shall refer to Base Rent and any Renewal Term Rent.

3.2. TAXES. Commencing on the Commencement Date, and continuing for the balance of the Ground Lease Term, Tenant agrees to pay, or cause to be paid, without setoff or deduction, the amount of all taxes assessed for any reason and levied on the SNRHA Site and all improvements thereon (collectively, the "**Taxes**"). Such Taxes shall be paid directly to the tax assessor by Tenant. Tenant shall provide to Landlord proof of payment of all Taxes assessed on the Property within ten (10) days after payment of such Taxes. The term "Taxes" levied on the Property or the improvements thereon shall mean any form of tax, special tax, assessment, lien, bond obligation, license fee, license tax, tax or excise on rent, possessory interest tax, or any other levy, charge or expense, together with any statutory interest thereon, imposed or required at any time by any federal, state, county, city, or quasi-governmental authority having jurisdiction, or any political subdivision thereof, or any improvement or special assessment district thereof (hereinafter individually and collectively referred to as "**Governmental Agencies**"), on any interest of Landlord or Tenant or both in the Property or the improvements thereon, including without limitation: (a) any impositions by Governmental Agencies (whether or not such impositions constitute tax receipts) or any other payments to Governmental Agencies (whether involuntarily imposed by any such Governmental Agencies or voluntarily agreed to by Landlord) in substitution, partially or totally, of any impositions now or previously included within the definition of real property taxes; (b) any impositions upon this Ground Lease or any document to which Tenant is a party, otherwise payable under any special improvement district, special service district or any other special taxing district or authority, annual or periodic license or use fees, excises, transit and traffic charges, housing fund assessments, open space charges, childcare fees, school, sewer and parking fees, or any other assessments, levies, fees, or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen (including fees "in-lieu" of any such tax or assessment). In addition, in no event shall Tenant be responsible for paying any increases in Taxes that are directly attributable to Landlord's sale or transfer of fee title to the Property that constitutes a "change in ownership" for purposes of real property taxes and assessments against the Property, other than a sale or transfer by Landlord to Tenant. Any Taxes relating to a fiscal period of the taxing authority, only a part of which period is included within the Initial Term, shall be prorated as between Landlord and Tenant so that Tenant shall pay the portion attributable to any period during the Ground Lease Term. Tenant's obligation to pay Taxes that accrued during the Ground Lease Term shall survive the expiration or earlier termination of this Ground Lease. Tenant shall have the right to contest any Taxes or the increase in any Taxes which Tenant is obligated to pay under this Ground Lease; provided, however, Tenant shall (i) give Landlord written notice of any such intention to contest at least thirty (30) days before any delinquency could occur, (ii) indemnify and hold Landlord harmless from all liability on account of said contest, (iii) take such action as is necessary to remove the effect of any lien which attaches to the Parcel or the improvements thereon due to such contest, and (iv) in the event of a final determination adverse to

Tenant, prior to enforcement, foreclosure or sale, pay the amount involved together with all penalties, fines, interest, costs, and expenses which may have accrued.

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

ARTICLE 4
USE OF PROPERTY

4.1 COVENANT TO OPERATE. The lease of the SNRHA Site to Tenant is predicated upon the promise by Tenant to continue to operate the A.D. Guy Center to serve the residents in the community. If Tenant fails to operate the A.D. Guy Center for a period of more than thirty (30) calendar days, and Tenant fails to cure this Event of Default (as defined below), Tenant shall be declared in non-compliance with the terms of this Ground Lease and this Ground Lease shall be deemed null and void without the necessity of further action by Landlord. For purposes of this Ground Lease, "operate the A.D. Guy Center" is defined as providing recreation, youth activities, and community service facilities to the residents of the City of Las Vegas at the A.D. Guy Center during a minimum of five (5) days per calendar week for a minimum of four (4) hours per day.

Any construction of New Improvement on the SNRHA Site shall be at the sole cost and expense of the Tenant, and shall be constructed in a good and workmanlike manner and in compliance with all security and insurance requirements and all applicable permits, authorizations, building regulations, zoning laws, environmental regulations, laws regarding the physically disabled under the Americans with Disability Act and all other governmental rules, regulations, ordinances, statutes and laws, now or hereafter in effect pertaining to the SNRHA Site or Tenant use thereof. Tenant shall obtain written consent from the Landlord for any New Improvements that materially change the A.D. Guy Center or the SNRHA Site.

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

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

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

4.2.2. Notice of Lien. Tenant shall forthwith notify Landlord in writing of any claim or lien filed against the Property or the commencement of any action affecting the title thereto.

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

4.3. USE RESTRICTED. Tenant shall use the Property and Improvements solely as a quasi-government entity providing recreation, youth activities, and community service facilities to the residents of the City of Las Vegas. Tenant shall not construct or permit any permanent use of the SNRHA Site for any commercial purpose(s), however, Tenant may a) enter a short-term sublease of A.D. Guy Center or other Improvements, or any portion thereof so long as the sublease does not exceed ninety (90) days and only after written approval from the Landlord, whose approval shall not be unreasonably withheld, delayed, or conditions and b) permit temporary and short-term commercial special events provided that Tenant obtain the necessary approval(s) and permit(s) from the appropriate governmental authority. Tenant's use the Property for anything other than operations as a non-profit or as provided in this Section 4.3 shall be considered an Event of Default (as defined below) and subject to the cure and termination provisions contained in this Ground Lease.

4.4. TENANT RESPONSIBLE FOR ALL COSTS. Landlord and Tenant acknowledge and agree that this is a triple net lease, and that except as otherwise expressly provided in this Ground Lease, all obligations relating to the SNRHA Site and the Improvements, including without limitation, all Rent, Taxes, and insurance costs shall be the sole and exclusive obligation of Tenant. Landlord shall not be responsible or liable for any expenses whatsoever in connection with the maintenance and upkeep of the SNRHA Site or Improvements except the Landlord shall cooperate with Tenant to assist Tenant if Tenant is seeking any grants or other monies to assist in the operations of the Improvements.

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

4.6. UTILITIES. Tenant shall pay or cause to be paid, all charges for water, gas, electrical power, telephone, sewer, trash collection and all other utilities and services supplied to or for the SNRHA Site and Improvements from and after the Commencement Date. Tenant shall make a reasonable effort to operate the Improvements in an energy efficient manner to the extent financially feasible to Tenant.

4.7. COMPLIANCE WITH THE LAW. During the Ground Lease Term, Landlord and Tenant shall not use or knowingly permit any person to use all or any portion of the Property, including any Improvement in or on the Property, in any manner which violates any laws, ordinances, or regulations of the United States; the State of Nevada; Clark County, Nevada; or City of Las Vegas, Nevada; or any other government authority having jurisdiction over the Property.

ARTICLE 5
ASSIGNMENT

5.1. ASSIGNMENT PROHIBITED. Tenant shall not transfer or assign this Ground Lease, in whole or in part, or permit the use of the SNRHA Site by any person or persons other than Tenant, or sublease the Property, or any part thereof, except as provide for in this Ground Lease, without the prior written consent of Landlord in each instance. Such prohibition against assigning or subleasing shall include any assignment or subletting by operation of law. Any transfer of this Ground Lease from Tenant by merger, consolidation, transfer of assets, or liquidation shall constitute an assignment for purposes of this Ground Lease.

5.2. CONSENT REQUIRED. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default hereunder which, at the option of Landlord, shall result in the termination of this Ground Lease or exercise of Landlord's other remedies hereunder. Consent to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or subletting, and the terms of such consent shall be binding upon any person holding by, under or through Tenant.

5.3. LANDLORD'S RIGHT IN THE EVENT OF ASSIGNMENT. In the event that Landlord consents to a sublease or assignment hereunder, Tenant shall pay to Landlord reasonable fees, not to exceed Five Hundred Dollars and No Cents ($500.00), incurred in connection with processing documents necessary to the giving of such consent.

ARTICLE 6
LEASEHOLD FINANCING

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

6.2. NO RIGHT TO ENCUMBER. Tenant has no right to hypothecate, pledge, encumber, or mortgage its interest in this Ground Lease, the leasehold estate in the Property created hereby, or any part or parts thereof or interest therein.

ARTICLE 7
INDEMNIFICATION

7.1. TENANT'S COVENANT TO INDEMNIFY. Tenant shall indemnify, protect, defend, and hold harmless Landlord and Landlord's council members, officers, employees, and agents (individually and collectively, "**Indemnitees**") from and against any and all suits, actions, damages, claims, liability, and expense in connection with loss of life, bodily, or personal injury, or property damage arising from or out of any occurrence in, upon, at or from the Property, or the occupancy or use by Tenant of the Property or any part thereof, including the Common Area, or occasioned wholly or in part by any act or omission of Tenant, its employees, agents, contractors, invitees, licensees, concessionaires, or volunteers. Tenant shall not be required to indemnify City from and against any and all suits, actions, damages, claims, liability and expense if solely caused by the City's acts and/or omissions.

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

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

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

ARTICLE 8
INSURANCE

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

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

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

ARTICLE 9
DAMAGE OR DESTRUCTION

9.1. OBLIGATIONS OF TENANT. Except as hereinafter otherwise provided, in case of damage to or destruction of the Improvements located on the Property or any part thereof by fire or other cause, Tenant, at Tenant's sole cost and expense, may elect to restore, repair, replace, rebuild, or alter the same as nearly as possible to their value, condition and character immediately prior to such damage or destruction or with such changes or alterations as may be approved by the Landlord. If Tenant elects to make any such repairs, such restoration, repairs, replacements, rebuilding or alterations shall be commenced within ninety (90) days following Tenant's receipt of Building Permits for such work and prosecuted to completion with due diligence and in good faith. If Tenant does not desire to make the repairs (regardless of whether insurance proceeds are available), Tenant shall notify Landlord in writing. Thereafter, Landlord and Tenant shall meet and confer in good faith to determine whether Landlord will approve Tenant's election not to rebuild, repair, or restore (which approval Landlord shall not unreasonably withhold or conditioned). The obligation of Tenant to pay Rental shall remain in full force and effect regardless of whether Tenant is able to operate and nothing contained in this Section shall be deemed or construed to relieve Tenant of its obligations to comply with the other covenants and obligations of Tenant under this Ground Lease. Tenant shall not be entitled to any compensation or damages from Landlord for loss of use of the whole or any part of the Property, Improvements, or Tenant's Personal Property located on the Property or for any inconvenience or annoyance occasioned by such damage.

9.2. DISBURSEMENT OF INSURANCE PROCEEDS. All property insurance proceeds recovered on account of damage or destruction to the Improvements ("**Proceeds**") shall be applied to the payment of the cost of repairing and replacing the Improvements so damaged regardless of whether such proceeds first become available after the expiration of the Ground Lease Term. If the Ground Lease Term expires or will expire prior to the completion of reconstruction and/or the proceeds will not be utilized for the restoration contemplated on the Property, any insurance proceeds shall belong to the Tenant whether or not Tenant decides to rebuild, except to the extent Landlord is due any insurance proceeds for damage to Landlord's property or improvements.

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

ARTICLE 10
EMINENT DOMAIN

10.1. TOTAL TAKING. If, during the Ground Lease Term, the entire Property shall be taken as a result of the exercise of the right of eminent domain, or if less than the entire Property shall be taken but it shall be determined by the Tenant in his or her reasonable judgment that the Improvements cannot at a reasonable expense be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Ground Lease may, at the option of Tenant, be terminated by Tenant as of the date of such taking, and the rights of Landlord and Tenant in and to the award upon any such taking shall be determined in accordance with this Section 10.

10.2. PARTIAL TAKING. If, during the Ground Lease Term, if less than the entire Property shall be taken but it shall be determined by the Tenant in his or her reasonable judgment that the Improvements can be repaired, restored, or replaced to a condition suitable for Tenant's intended use, this Ground Lease shall not terminate but shall continue in full force and effect for the remainder of the Ground Lease Term. The rights of Landlord and Tenant in and to the award upon any such taking shall be determined in accordance with this Section 10. Tenant shall, with due diligence, restore, repair, and replace that portion of the Improvements not so taken to a condition suitable Tenant's intended use, having due regard for the design, construction, and character of the Improvements existing before such taking.

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

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

10.4.1. In the event of any taking that results in the termination of this Ground Lease in accordance with the provisions of this Section 10, then Landlord and Tenant shall be entitled to prosecute

claims in such condemnation proceedings for the value of their respective interests in the Property and Improvements.

10.4.2. In the event of any taking of a portion of the Property or of the Improvements that does not result in the termination of this Ground Lease in accordance with the provisions of this Section 10, then the Landlord and Tenant shall be entitled to prosecute claims in such condemnation proceedings for the value of their respective interests affected by such taking.

10.4.3. As used in this Section 10, the phrase "taken as a result of the exercise of the right of eminent domain" shall mean a taking or damaging by eminent domain, or by inverse condemnation, or by deed or transfer in lieu thereof, for any public or quasipublic use under any statute or law. The taking shall, at the election of Tenant, be considered to take place as of the earlier of (i) the date actual physical possession is taken by the condemnor; or (ii) the date on which the right to compensation and damages accrues under the applicable law; or (iii) the date on which title vests in the condemnor.

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

ARTICLE 11
DEFAULTS BY TENANT; REMEDIES

11.1. EVENTS OF DEFAULT. The occurrence of any of the following shall constitute an "**Event of Default**" by Tenant:

11.1.1. Any failure by Tenant to pay Rent or Taxes when due, where such failure continues for thirty (30) business days after written notice thereof by Landlord to Tenant;

11.1.2. Failure by Tenant to observe and perform any provision of this Ground Lease to be observed or performed by Tenant; where such failure continues for thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of such default is such that the same cannot reasonably be cured within such thirty (30) day period, Tenant shall not be deemed to be in default if Tenant shall within such period commence such cure and thereafter diligently prosecute the same to completion; or

11.1.3. Tenant (1) admits in writing its inability to pay its debts generally as they become due, (2) files a petition in bankruptcy or a petition to take advantage of any insolvency act, (3) makes an assignment for the benefit of its creditors, (4) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property, or (5) files a petition or answer seeking reorganization or arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

11.1.4. Tenant is adjudicated as bankrupt or a court of competent jurisdiction enters an order or decree appointing, without the consent of Tenant, a receiver of Tenant, or of the whole or substantially all of its property, or approving a petition filed against it seeking reorganization or arrangement of Tenant under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof, and such judgment, order or decree shall not be vacated or set aside or stayed within sixty (60) days from the date of the entry thereof;

11.1.4. Tenant is liquidated or dissolved, or shall begin proceedings toward such liquidation or dissolution, or shall, in any manner, permit the sale or divestiture of substantially all its assets;

11.1.5. The estate or interest of Tenant in the Property or any part(s) thereof shall be levied upon

or attached in any proceeding and the same shall not be vacated or discharged within ninety (90) days after commencement thereof;

11.1.6. An Assignment of Tenant's interest under this Ground Lease occurs without Landlord's consent in violation of the provisions of this Ground Lease;

Notwithstanding anything to the contrary contained in this Ground Lease regarding notice and cure periods, any notice and cure periods provided for herein shall be in lieu of, and not in addition to, any applicable time periods prescribed by any applicable laws as a condition precedent to the commencement of legal action against Tenant for possession of the Property.

11.2. LANDLORD'S RIGHT TO CURE TENANT'S DEFAULT. Without in any way limiting Landlord's other rights and remedies hereunder or at law and/or in equity, upon the occurrence of an Event of Default by Tenant, or before the expiration of any notice or cure period hereunder in the event of emergency, Landlord, at its option (but without any obligation), may elect to cure any Tenant default under this Ground Lease, and any amount so paid and the reasonable cost of any such cure, plus interest on such sums at the one percent (1%) per month, shall be deemed to be added to the Rent, immediately payable by Tenant to Landlord upon demand. No such payment or performance by Landlord shall constitute a waiver of any default by Tenant or of any remedy for such default or render Landlord liable for any loss or damage resulting from any such payment or performance. Landlord, or Landlord's authorized representative, may enter the Property for such purpose and take all such action as may be necessary therefor and such entry shall not constitute or be deemed to be an eviction of Tenant.

11.3. RECEIVER. Upon the occurrence of an Event of Default, and upon commencement of proceedings to enforce the rights of Landlord hereunder or at law and/or in equity, Landlord shall be entitled, as a matter of right, to the appointment of a receiver or receivers acceptable to Landlord of the Property, pending the outcome of such proceedings, with such powers as the court making such appointment shall confer.

11.4. WAIVER. If Landlord initiates judicial proceedings or if this Ground Lease is terminated by Landlord pursuant to this Article 11, Tenant waives, to the extent permitted by applicable law, (i) any right of redemption, re-entry ,or repossession, except to recover and take possession of Tenant's Personal Property pursuant to Section 11.8; and (ii) the benefit of any applicable law now or hereafter in force exempting Property from liability for Rent.

11.5. RIGHTS OF LANDLORD. Following an Event of Default by Tenant, then in addition to any other remedies available to Landlord at law or in equity, Landlord shall have the immediate option to terminate this Ground Lease and all rights of Tenant hereunder by giving written notice to Tenant of such intention to terminate. In the event that Landlord shall elect to so terminate this Ground Lease, then Landlord may recover from Tenant: (a) the worth at the time of award of any unpaid Rent which had been earned at the time of such termination; plus (b) the worth at the time of award of the amount by which the unpaid Rent which would have been earned after termination until the time of award exceeds the amount of such Rent loss Tenant proves could have been reasonably avoided; plus (c) the worth at the time of award of the amount by which the unpaid Rent for the balance of the Ground Lease Term after the time of award exceeds the amount of such Rent loss that Tenant proves could be reasonably avoided; plus (d) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Ground Lease or which in the ordinary course of events would be likely to result therefrom, including, without limitation, all reasonable/necessary costs and expenses incurred by Landlord in (i) retaking possession of the Property, including reasonable attorney's fees, (ii) maintaining or preserving the Property, (iii) preparing the Property for a new tenant,

including repairs or alterations to the Property, and (iv) leasing commissions; plus (e) such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable laws.

As used in subsections (a) and (b) above, the "worth at the time of award" is computed by allowing interest at an interest rate of one percent (1%) per month. As used in subsection (c) above, the "worth at the time of award" is computed by discounting such amount at the discount rate of the Federal Reserve Bank Federal Discount Rate at the time of award plus one percent (1%).

11.6. LANDLORD'S RIGHT OF RE-ENTRY. Following an Event of Default by Tenant, Landlord shall also have the right, with or without terminating this Ground Lease, to re-enter the Property pursuant to legal proceedings and eject all parties in possession there following issuance of an order of a court of competent jurisdiction allowing such entry and ejection. Without terminating this Ground Lease and with or without re-entering the Property, Landlord may, at any time and from time to time following an Event of Default, either recover all Rent and Taxes provided for hereunder as it becomes due or re-let the Property, or any part or parts thereof, for the account of Tenant, or otherwise, receive and collect the rents therefor, applying the same first to the payment of such expenses as Landlord may have paid, assumed or incurred in recovering possession of the Property, including reasonable costs, expenses and attorneys' fees, and for placing the same in good order and condition, or preparing or altering the same for re-letting, and all other expenses, commissions and charges paid, assumed or incurred by Landlord in or in connection with re-letting the Property, and then to the fulfillment of the covenants of Tenant to be performed under this Ground Lease. In addition to the foregoing, Landlord shall have the remedies provided under Nevada law, as the same may be modified or replaced hereafter.

11.7. NO AUTOMATIC TERMINATION. No reentry or taking possession of the Property by Landlord pursuant to Section 11.6 shall be construed as an election to terminate this Ground Lease or Tenant's liability for the payment of Rent or other charges due or accruing hereunder, or as an acceptance of Tenant's surrender of the Property, unless a written notice of such intention is given to Tenant or unless the termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any reletting without termination by Landlord because of any default by Tenant, Landlord may at any time after such reletting elect to terminate this Ground Lease for any such default.

11.8. TENANT'S PERSONAL PROPERTY. Upon the occurrence of an Event of Default, all of Tenant's Personal Property shall remain on the Property and continuing during the length of said Event of Default. Landlord shall have the right to take exclusive possession of same and to use the same free of rent or charge until all defaults have been cured or, at its option, to require Tenant to remove the same forthwith. If the Event of Default remains uncured and Landlord terminates this Ground Lease, Tenant shall have the right to renter the Property for sixty (60) days after termination to recover and take possession of Tenant's Personal Property.

11.9. NO WAIVER. The waiver by Landlord of any breach of any term, covenant or condition contained in this Ground Lease shall not be deemed a waiver of such term, covenant or condition of any subsequent breach thereof, or of any other term, covenant or condition contained in this Ground Lease. Landlord's subsequent acceptance of partial Rent or performance by Tenant shall not be deemed to be an accord and satisfaction or a waiver of any preceding breach by Tenant of any term, covenant or condition of this Ground Lease or of any right of Landlord to a forfeiture of this Ground Lease by reason of such breach, regardless of Landlord's knowledge of such preceding breach at the time of Landlord's acceptance. No term, covenant or condition of this Ground Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord.

ARTICLE 12
DEFAULTS BY LANDLORD; REMEDIES

12.1. DEFAULTS. If Landlord shall neglect or fail to perform or observe any of the terms, covenants or conditions contained in this Ground Lease on its part to be performed or observed, within thirty (30) days after written notice of default or, when more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to proceed diligently to cure such default after written notice thereof, then Landlord shall be liable to Tenant for any and all damages sustained by Tenant as a result of Landlord's breach, and Tenant shall have the right to pursue any other remedies available at law and in equity.

ARTICLE 13
MISCELLANEOUS

13.1. RELATIONSHIP OF THE PARTIES. Nothing contained in this Ground Lease shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Landlord and any other person or entity (including, without limitation, Tenant) or as causing Landlord to be responsible in any way for the debts or obligations of such other person or entity.

13.2. SUCCESSORS AND ASSIGNS. The Parties agree that all the provisions of this Ground Lease are to be construed as covenants and agreements and, except as otherwise specified, that said provisions shall bind and inure to the benefit of the Parties and their respective heirs, legal representatives, and permitted successors and assigns.

13.3. FORCE MAJEURE. The occurrence of any of the following events shall excuse such obligations of Landlord or Tenant as are thereby rendered impossible or reasonably impracticable for so long as such event continues: strikes; lockouts; labor disputes; acts of God; inability to obtain labor, materials or reasonable substitutes therefor; governmental restrictions, regulations or controls; judicial orders; enemy or hostile governmental action; civil commotion; fire or other casualty; and other causes beyond the reasonable control of the party obligated to perform (excluding financial inability or hardship). Notwithstanding the foregoing, the occurrence of such events shall not excuse Tenant obligations to pay Monthly Rent or excuse such obligations as this Ground Lease may otherwise impose on the party to obey, remedy or avoid such event.

13.4. NO WAIVER. A waiver of any given breach or default shall not be a waiver of any other breach or default. Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

13.5. NOTICE. All notices required or permitted under this Ground Lease shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three 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, or (c) one day after deposit with a nationally recognized air courier service such as FedEx. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein.

To Landlord:	Attn: Real Estate Administrator City of Las Vegas Department of Operations and Maintenance 333 North Rancho Drive, 8th Floor Las Vegas, Nevada 89106 (702) 229-1022
To Tenant:	Attn: Executive Director Southern Nevada Regional Housing Authority 340 North 11th Street Las Vegas, NV 89101 (702) 922-6800

13.6. RECORDING. Tenant shall not record this Ground Lease or a memorandum thereof without the written consent of Landlord. Landlord, at its option and at any time, may file this Ground Lease for record with the Recorder of the County in which the Property is located.

13.7. SEVERABILITY. It is agreed that, if any provision of this Ground Lease shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision of this Ground Lease and all such other provisions shall remain in full force and effect. It is the intention of the Parties that, if any provision of this Ground Lease is capable of two (2) constructions, one of which would render the provision void and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

13.8. CHOICE OF LAW / VENUE / ATTORNEY FEES. Any litigation related to this Ground Lease shall be brought and prosecuted exclusively in the Eighth Judicial District Court of Clark County, Nevada. The governing law shall be the laws of the State of Nevada. In the event that at any time during the Ground Lease Term either party institutes any action or proceeding against the other relating to the provisions of this Ground Lease or any default hereunder, then the unsuccessful party shall be responsible for the reasonable expenses of such action including reasonable attorney's fees, incurred therein by the successful party, fees not to exceed Ten Thousand Dollars and No Cents ($10,000.00).

13.9. ENTIRE AGREEMENT. It is understood that there are no oral or written agreements or representations between the Parties affecting this Ground Lease, and that this Ground Lease supersedes and cancels any and all previous negotiations, arrangements, representations, brochures, displays, projections, estimates, agreements and understandings, if any, made by or between Landlord and Tenant with respect to the subject matter thereof, and none shall be used to interpret, construe, supplement or contradict this Ground Lease. This Lease, and all amendments and exhibits thereto, is and shall be considered to be the only agreement between the Parties and their representatives and agents. All negotiations and oral agreements acceptable to both Parties have been merged into and are included in this Ground Lease. There are no other representations, covenants or warranties between the Parties and all reliance with respect to representations is solely upon the express representations, covenants and warranties contained in this Ground Lease. The Parties agree that any deletion of language from this Ground Lease prior to its mutual execution by Landlord and Tenant shall not be construed to have any particular meaning or to raise any presumption, canon of construction or implication, including, without limitation, any implication that the Parties intended thereby to state the converse, obverse or opposite of the deleted language.

13.10. CAPTIONS. The captions and section numbers appearing herein are for convenience only, are not operative parts of this Ground Lease and do not in any way limit or amplify the terms and provisions of this Ground Lease.

13.11. AMENDMENTS. To be effective and binding on Landlord and Tenant, any amendment, modification, addition or deletion to the provisions of this Ground Lease must be made in writing and executed by both Parties in the same manner as this Ground Lease.

13.12. CONSENT OF THE PARTIES. Wherever in this Ground Lease consent or approval is required, such consent or approval shall be given in writing and shall not be unreasonably withheld, conditioned or delayed, unless otherwise expressly provided; provided, however, that Tenant acknowledge that, for so long as Landlord is a governmental agency, any consent or approval required of Landlord under this Ground Lease, may require Landlord to first follow normal governmental processes, including, to the extent applicable, public notice and a public hearing.

13.13 NO THIRD PARTY BENEFICIARIES. Nothing expressed or implied in this Ground Lease is intended, or should be construed, to confer upon or give any person or entity not a party to this Ground Lease any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Ground Lease.

13.14. TIME IS OF THE ESSENCE Time is of the essence in the performance of all covenants and conditions in this Ground Lease for which time is a factor.

13.15. COUNTERPARTS; ELECTRONIC DELIVERY. This Ground Lease 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.

13.16. INCORPORATION OF RECITALS AND EXHIBITS. The above Recitals and all Exhibits attached hereto are incorporated by this reference and expressly made part of this Ground Lease.

13.17. DISCLOSURE OF PRINCIPALS. Pursuant to Resolution R-105-99 adopted by the Las Vegas City Council effective October 1, 1999, Tenant warrants that it has disclosed on the form attached as Exhibit B, all officers and board members of Southern Nevada Regional Housing Authority. Throughout the term hereof, Tenant shall notify Landlord in writing of any material change in the above disclosure within fifteen (15) days of any such change.

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGES]

IN WITNESS WHEREOF, the Parties have executed this Ground Lease as of the Effective Date as defined herein.

CITY OF LAS VEGAS
"Landlord"

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

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

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 6/26/19
Deputy City Attorney Date

Date of Execution by City: _____

**SOUTHERN NEVADA REGIONAL
HOUSING AUTHORITY**
"Tenant"

By: _____

Chad Williams
~~Deputy~~ Executive Director

APPROVED AS TO FORM:

By: _____

Theodore Parker, III, Esq. Date

Parker Nelson & Associates
Counsel for Southern Nevada Regional
Housing Authority

Date of Execution by SNRHA: _____

**SOUTHERN NEVADA REGIONAL
HOUSING AUTHORITY**
"Tenant"

By: _____

Chad Williams
Deputy Executive Director

APPROVED AS TO FORM:

By: _____ 4/17/19

Theodore Parker, III, Esq. Date

Parker Nelson & Associates
Counsel for Southern Nevada Regional
Housing Authority

Date of Execution by SNRHA: _____

EXHIBIT A

PROPERTY

[SEE ATTACHED]

EXHIBIT A



Prepared by the City of Las Vegas
Real Estate Section
Date: 3/12/2019

EXHIBIT B

DISCLOSURE OF PRINCIPALS

[SEE ATTACHED]

DISCLOSURE OF PRINCIPALS

The Board of Commissioners of the SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Lawrence Weekly	4720 Estate Ranch St. NLV, NV 89031	702·455·3239
2.	Dan K. Shaw	240 S. Water St. Henderson, NV 89015	702·267·2085
3.	Sanje Sedera	7824 Silver Plateau LV, NV 89128	702·461·8655
4.	Misha Hooks	2712 Northam St. LV, NV 89102	702·788·3642
5.	Cheryl Davis	3630 E. Owens Ave. 2110 LV, NV 89110	256·640·0943
6.	Sharon Davis	171 W. Van Wagenen St. Apt. 13B Henderson, NV 89015	702·542·7556
7.	Cedric Crear	495 S. Main St. LV, NV 89101	702·229·6405

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

By: _____

Name: Chad Williams

Title: Executive Director

Subscribed and sworn to before me this 25 day of June, 2019.

By: Deena D. Williams
Notary Public

DEENA D. WILLIAMS
Notary Public, State of Nevada
Appointment No. 17-2404-1
My Appt. Expires May 22, 2021

DISCLOSURE OF PRINCIPALS

The Board of Commissioners of the SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY are the following:

	FULL NAME	BUSINESS ADDRESS	BUSINESS PHONE
1.	Lloyd Scott Black	3114 Macaroon Way NLV, NV 89031	702-633-1010
2.	Theresa Davis	344 Lance Ave. NLV. Nv. 89030	702-580-5991
3.			
4.			
5.			
6.			
7.			

I hereby certify under penalty of perjury, that the foregoing list is full and complete.

SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY

By: _____

Name: Chad Williams

Title: Executive Director

Subscribed and sworn to before me this 25 day of June, 2019.

By: Deena D. Williams
Notary Public

DEENA D. WILLIAMS
Notary Public, State of Nevada
Appointment No. 17-2404-1
My Appt. Expires May 22, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
24

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a New Compliance Permit for a Retail Marijuana Store for CIRCLE S FARMS, LLC dba CANNA STARZ at 631 South Las Vegas Boulevard - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a New Compliance Permit for a Retail Marijuana Store.

RECOMMENDATION:
Staff recommends APPROVAL, subject to the following conditions:
1. Must secure and/or maintain a current State Conditional License.
2. Plans must be reviewed and approved by the Director prior to consideration of a business license.
3. Compliance Permit to expire 08/07/2020.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

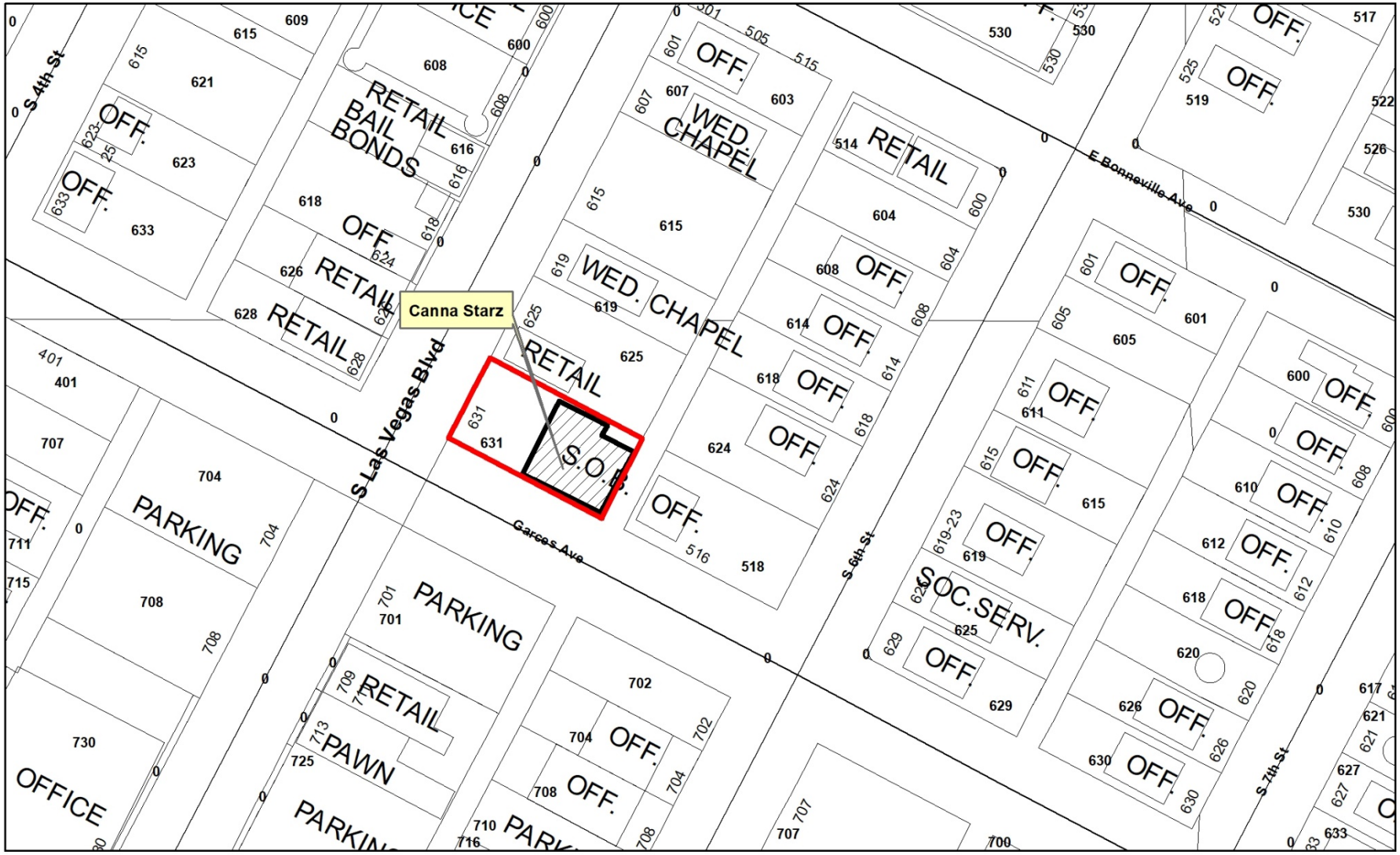
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a New Compliance Permit for a Retail Marijuana Store for CIRCLE S FARMS, LLC dba CANNA STARZ at 631 South Las Vegas Boulevard - Ward 3 (Diaz)

OWNERSHIP:

CIRCLE S FARMS, LLC
Stacey Huffman, Managing Member
Brenda Gunsallus, Managing Member
Darlene Davis, Managing Member



Canna Starz
631 South Las Vegas Boulevard
Ward 3

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, July 8, 2019

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
25

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Tavern-Limited License for CATS MEOW OF VEGAS, LLC dba CATS MEOW at 450 Fremont Street, Suite #201 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Tavern-Limited License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

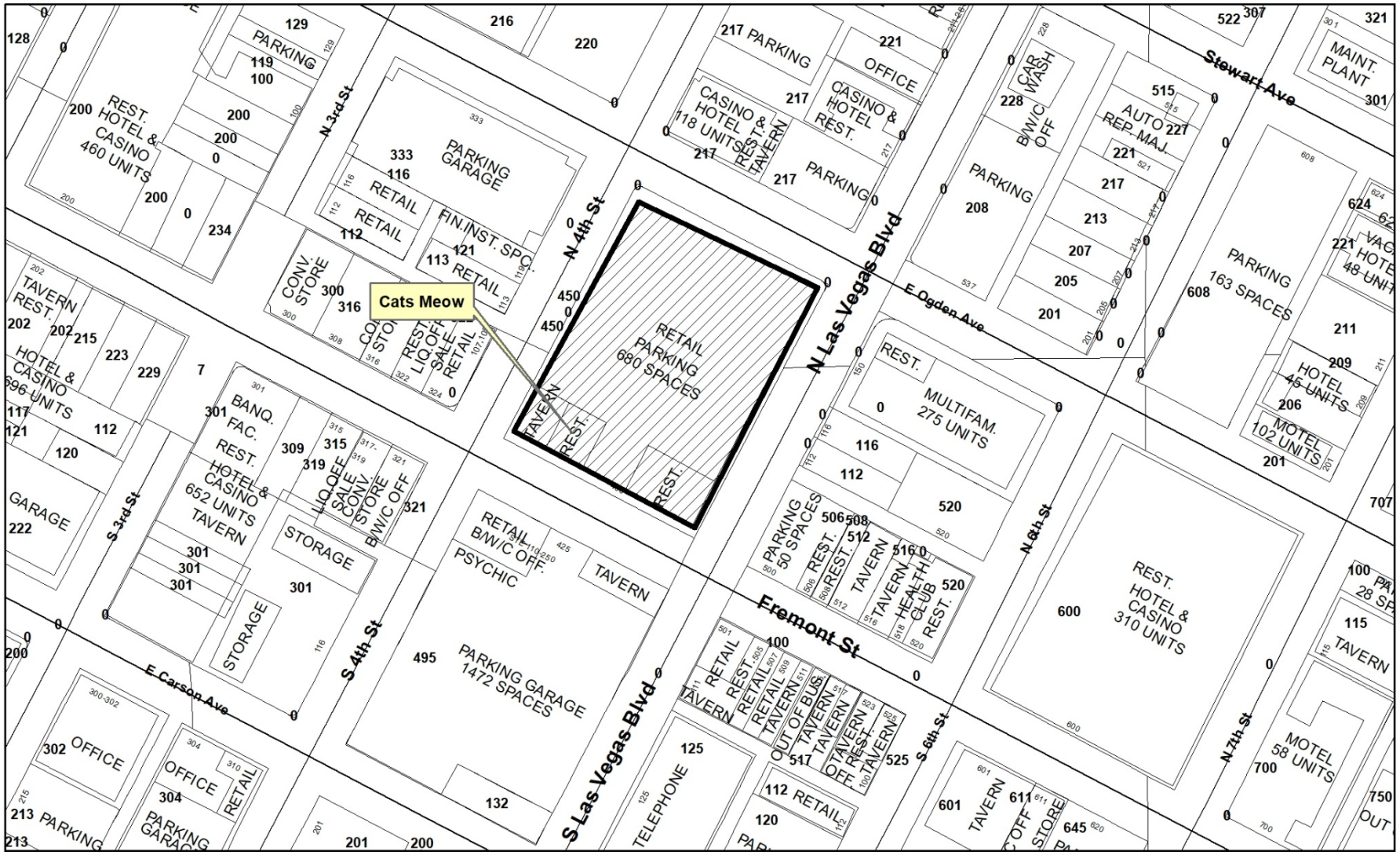
AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Tavern-Limited License for CATS MEOW OF VEGAS, LLC dba CATS MEOW at 450 Fremont Street, Suite #201 - Ward 5 (Crear)

OWNERSHIP:

CATS MEOW OF VEGAS, LLC

Harry V. Mohney Revocable Trust, Member
Harry V. Mohney, Trustee
Taylor Mohney Revocable Trust, Member
Taylor Mohney, Trustee
Bennett J. Mohney Revocable Trust, Member
Bennett J. Mohney, Trustee
Kimberly Ann Penny, Member
Harry V. Mohney, Manager



Cats Meow

450 Fremont Street, Suite #201

Ward 5

Freeways

Subject Property

City Limits

Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.

702-229-6301

Date: Monday, July 15, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
26

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

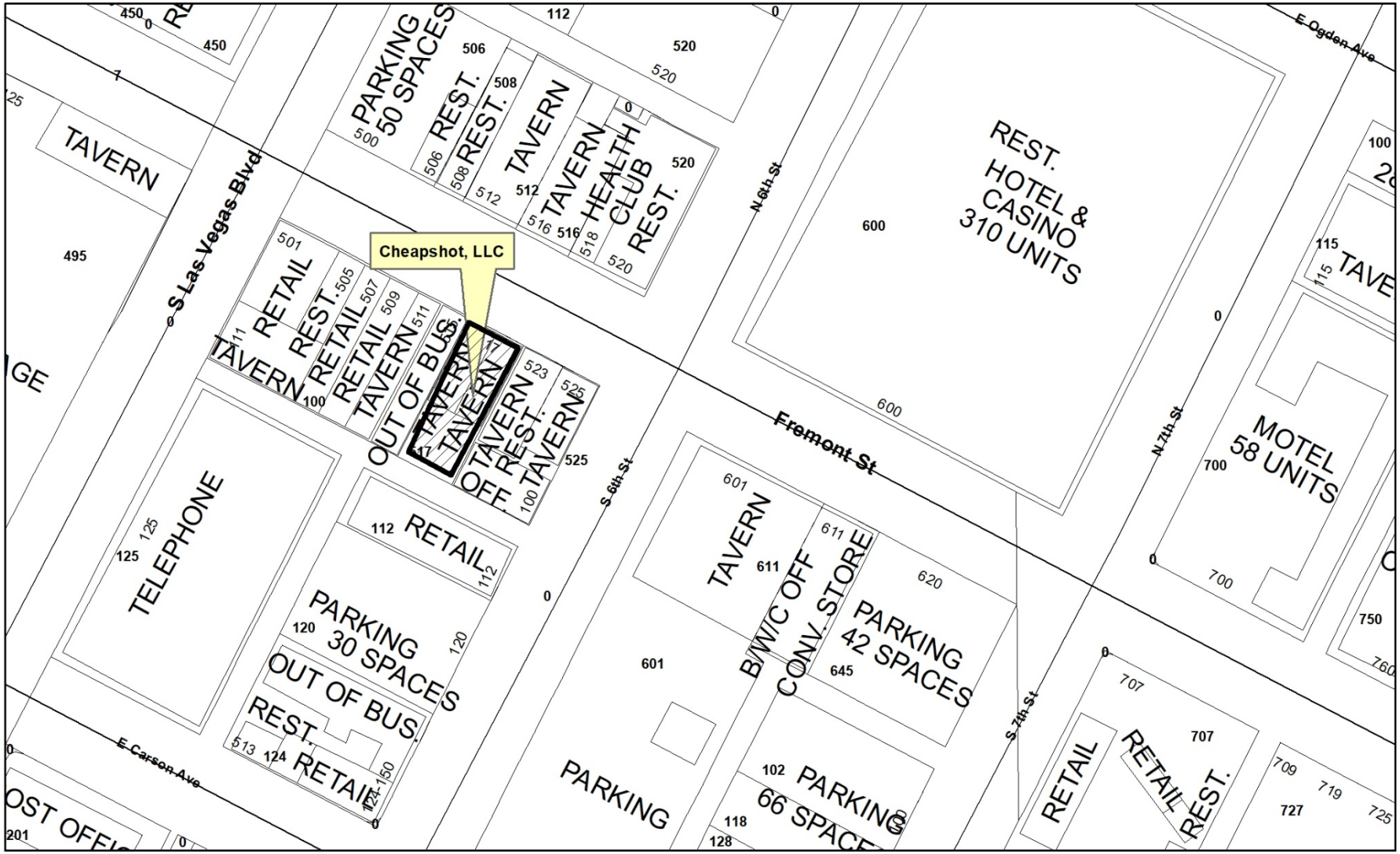
SUBJECT:
For possible action to approve a Tavern-Limited License for CHEAPSHOT, LLC dba CHEAPSHOT, LLC at 517 Fremont Street, Suite #110 [Ryan Doherty, Managing Member] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Tavern-Limited License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



Cheapshot, LLC
517 Fremont Street, Suite #110
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, July 15, 2019

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
27

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

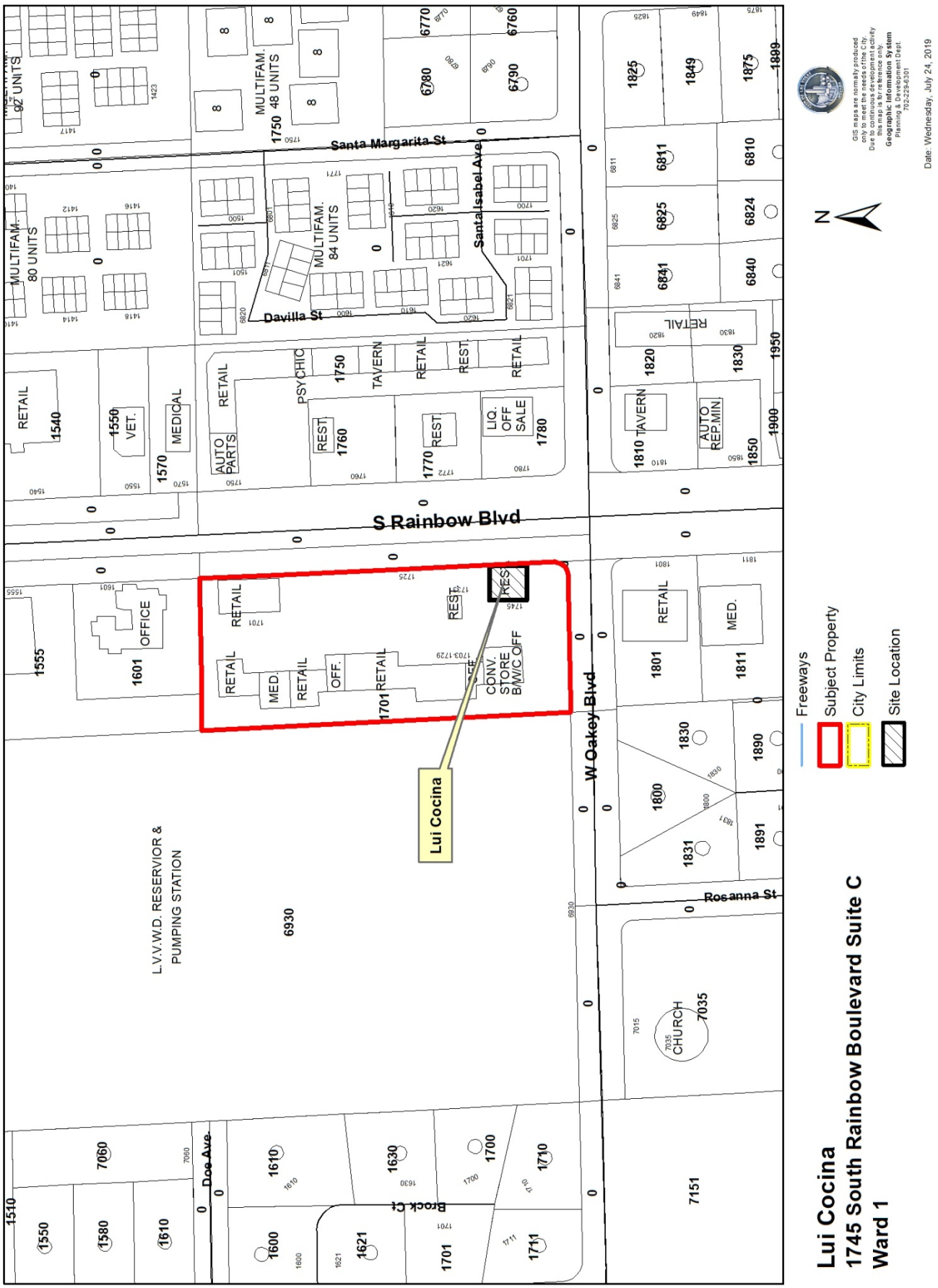
SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License for AF & RR GROUP, LLC dba LUI'S COCINA at 1745 South Rainbow Boulevard, Suite C [Luis A. Contreras, Jr., Managing Member] - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Location Map


Lui Cocina
1745 South Rainbow Boulevard Suite C
Ward 1
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: Wednesday, July 24, 2019
S Rainbow Blvd
W Oakey Blvd
Santa Margarita St
Santa Isabel Ave
Davilla St
Rosanna St
Doe Ave
Brock Ct
Lui Cocina
L.V.V.W.D. RESERVIOR & PUMPING STATION
CHURCH
MULTIFAM. 80 UNITS
MULTIFAM. 84 UNITS
MULTIFAM. 48 UNITS
RETAIL
OFFICE
MEDICAL
VET.
AUTO PARTS
PSYCHIC
TAVERN
REST.
LIQ. OFF SALE
CONV. STORE B/W/C OFF
AUTO REP.MIN
MED.
OFF.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
28

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

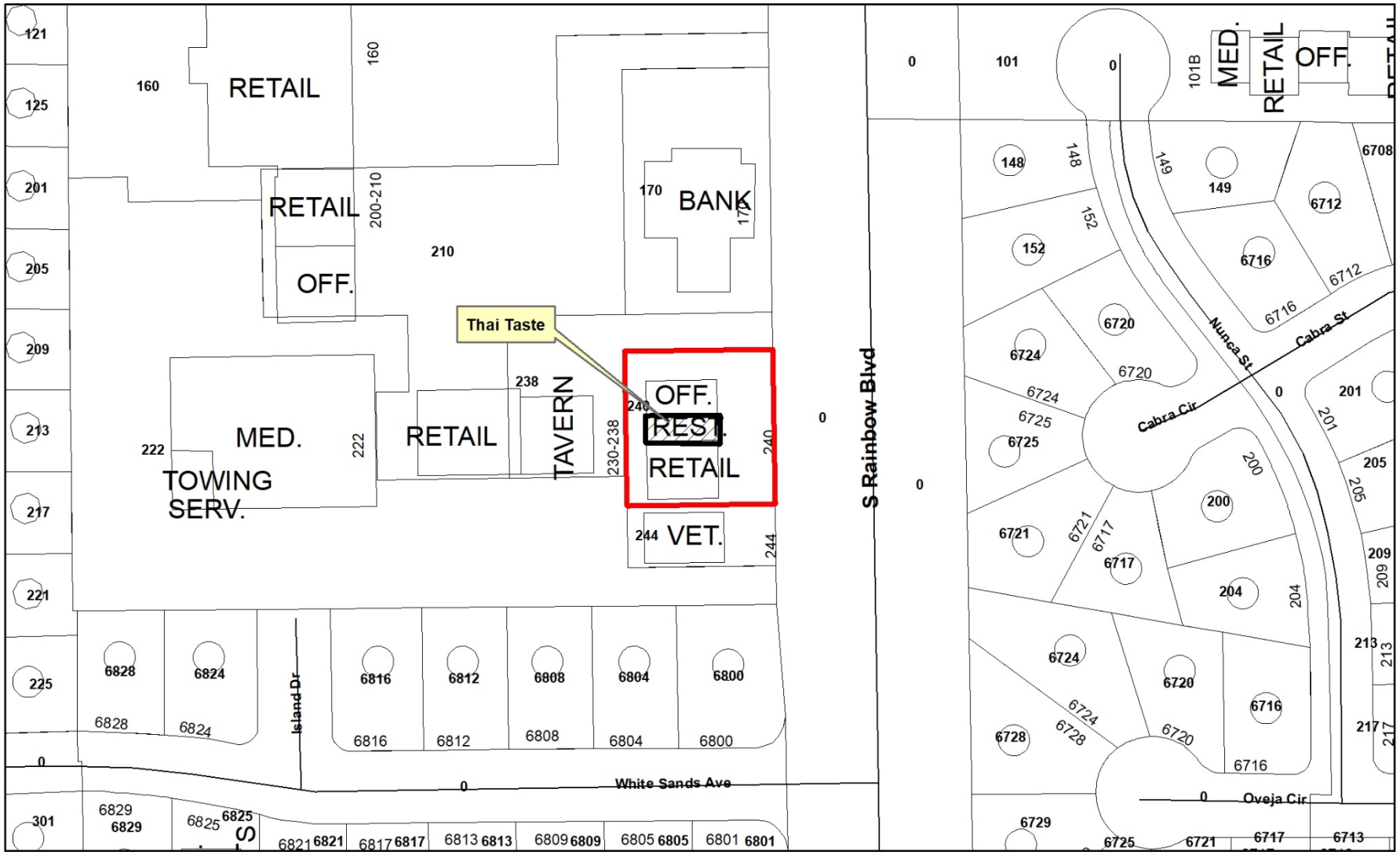
SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: THAI TASTE RESTAURANT, LLC TO: THAI CHILI, LLC dba THAI TASTE at 240 South Rainbow Boulevard, Suite #1 [Slisa Phurisat, Managing Member] - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Location Map



Thai Taste
240 South Rainbow Boulevard, Suite #1
Ward 1

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, June 27, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
29

DEPARTMENT: Planning **CONSENT**

DIRECTOR: Robert Summerfield

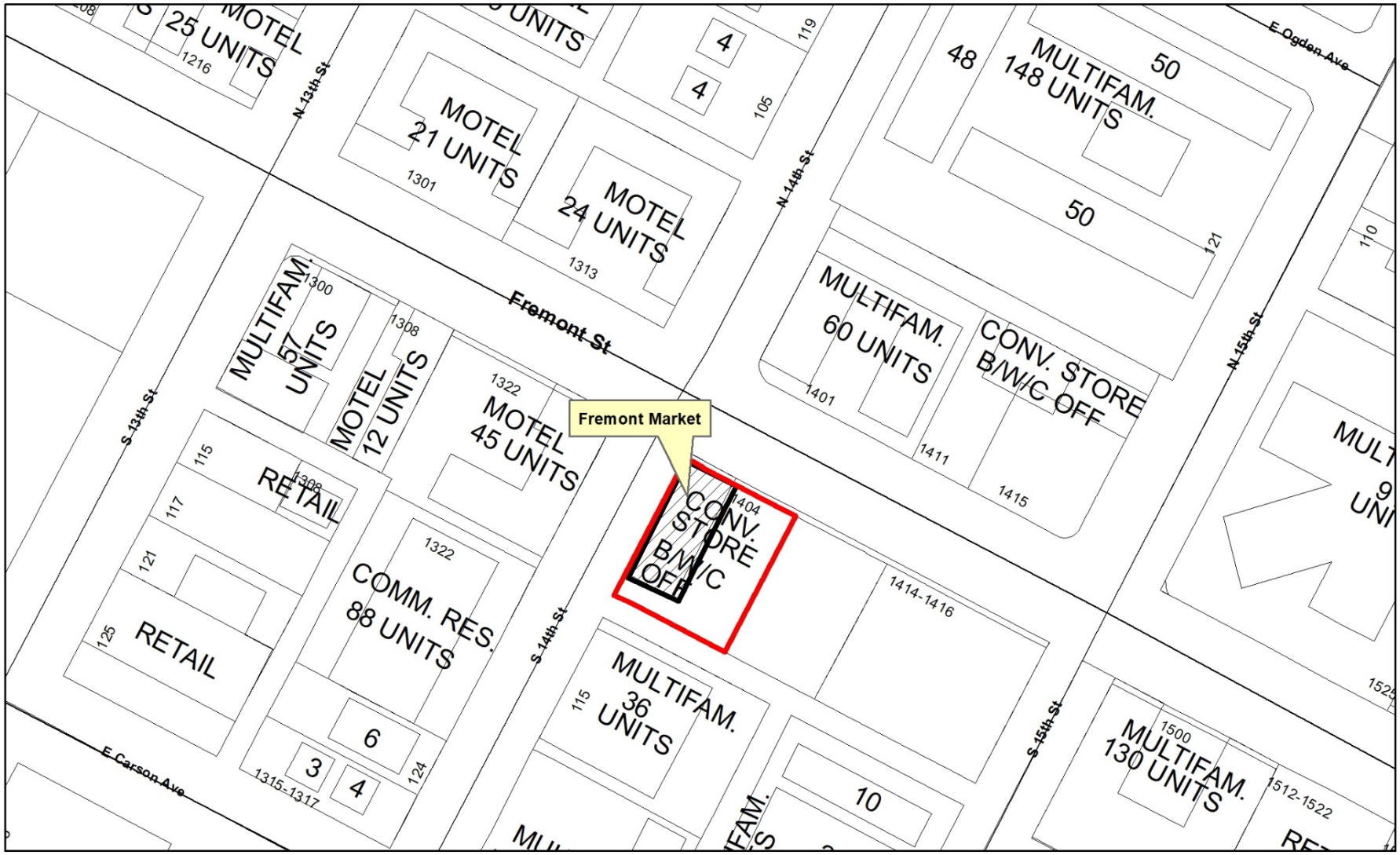
SUBJECT:
For possible action to approve a Restricted Gaming License for RAFMAN, INC. dba FREMONT MARKET at 1404 Fremont Street [Rafel Jibrial Mansoor, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 Slots.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



Fremont Market
1404 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: Monday, July 8, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
30

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for JETT GAMING, LLC dba JETT GAMING, LLC db at TERRIBLE'S #383 at 6660 Vegas Drive - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 Slots.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

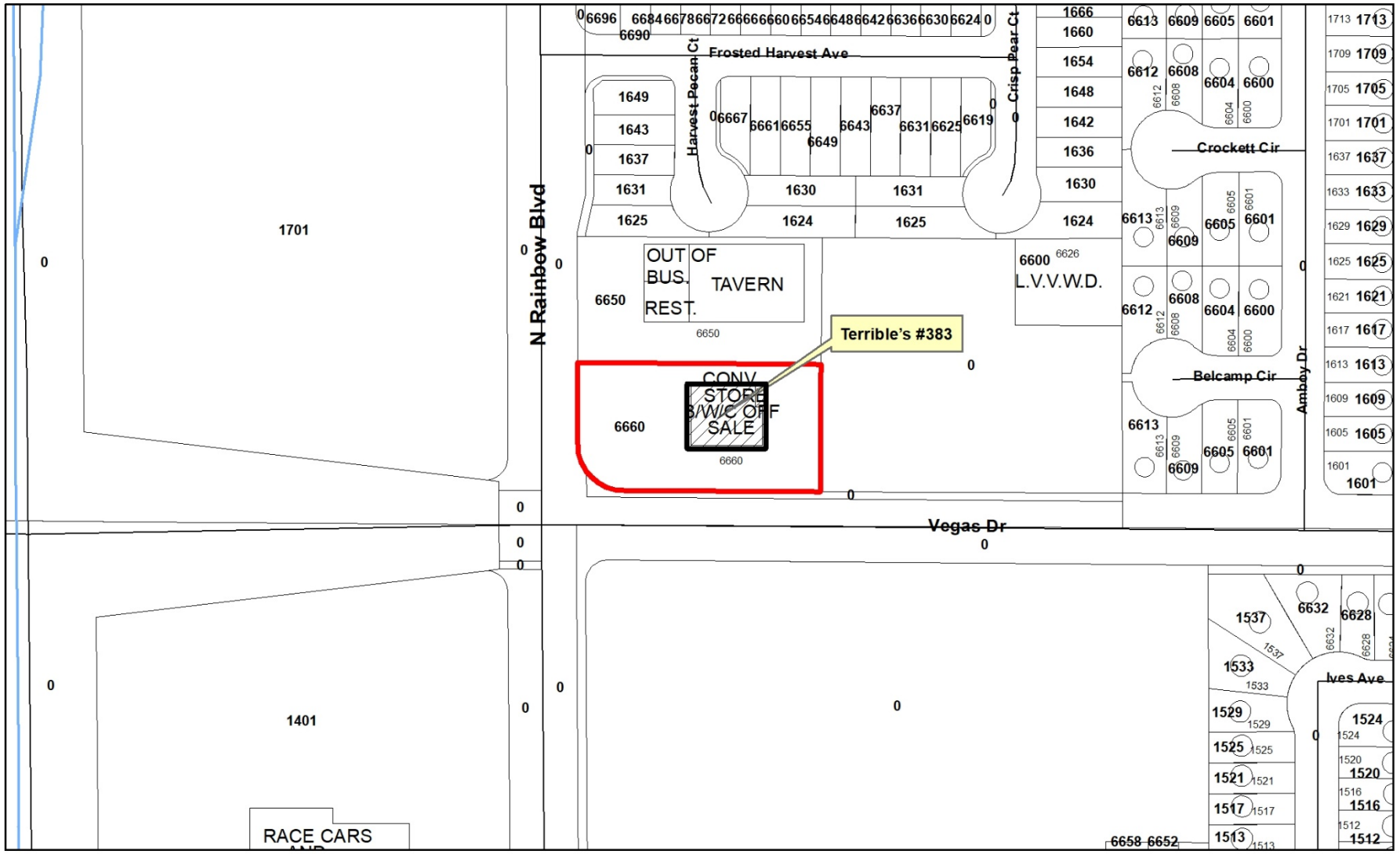
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
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 #383 at 6660 Vegas Drive - Ward 5 (Crear)

OWNERSHIP:

JETT GAMING, LLC
Jerry E. Herbst, Manager
Timothy P. Herbst, Manager
Herbst Gaming Trust, Member
Jerry E. Herbst, Trustee


Terrible's #383
6660 Vegas Drive
Ward 5
Freeways
Subject Property
City Limits
Site Location
N
GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301
Date: Thursday, June 27, 2019
N Rainbow Blvd
Harvest Pecan Ct
Frosted Harvest Ave
Crisp Pear Ct
Crockett Cir
Belcamp Cir
Amboy Dr
Vegas Dr
Ives Ave
OUT OF BUS. TAVERN REST.
CONV STORE W/WC OFF SALE
L.V.V.W.D.
RACE CARS
1701
1401

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
31

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for JETT GAMING, LLC dba JETT GAMING, LLC db at TERRIBLE'S #384 at 7600 Westcliff Drive - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 Slots.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

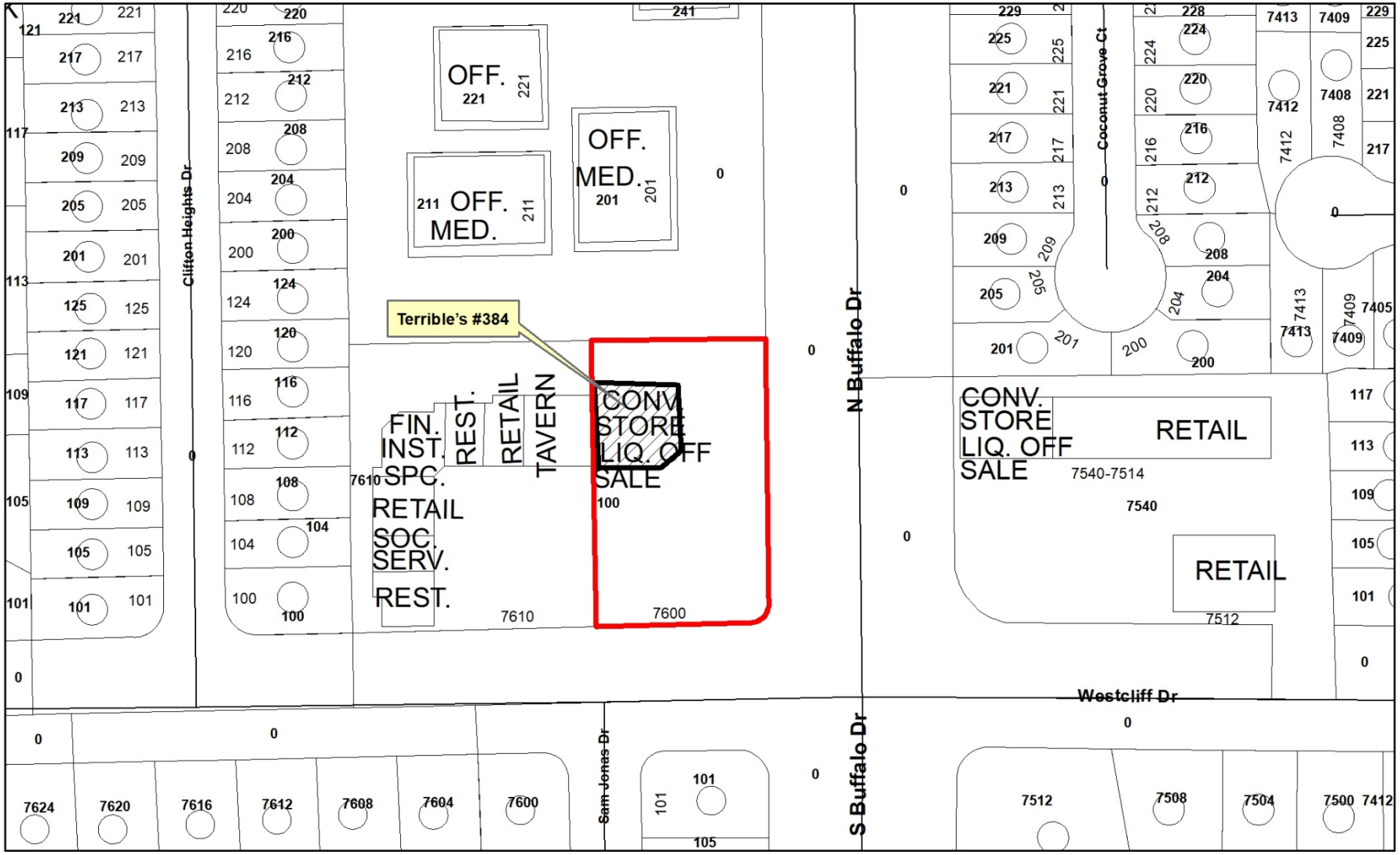
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
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 #384 at 7600 Westcliff Drive - Ward 2 (Seaman)

OWNERSHIP:

JETT GAMING, LLC
Jerry E. Herbst, Manager
Timothy P. Herbst, Manager
Herbst Gaming Trust, Member
Jerry E. Herbst, Trustee



Terrible's #384
7600 Westcliff Avenue
Ward 2

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, June 27, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
32

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Massage Accessory License for PROJECT WELLBEING, LLC dba PROJECT WELLBEING at 1700 Village Center Drive - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Massage Accessory License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

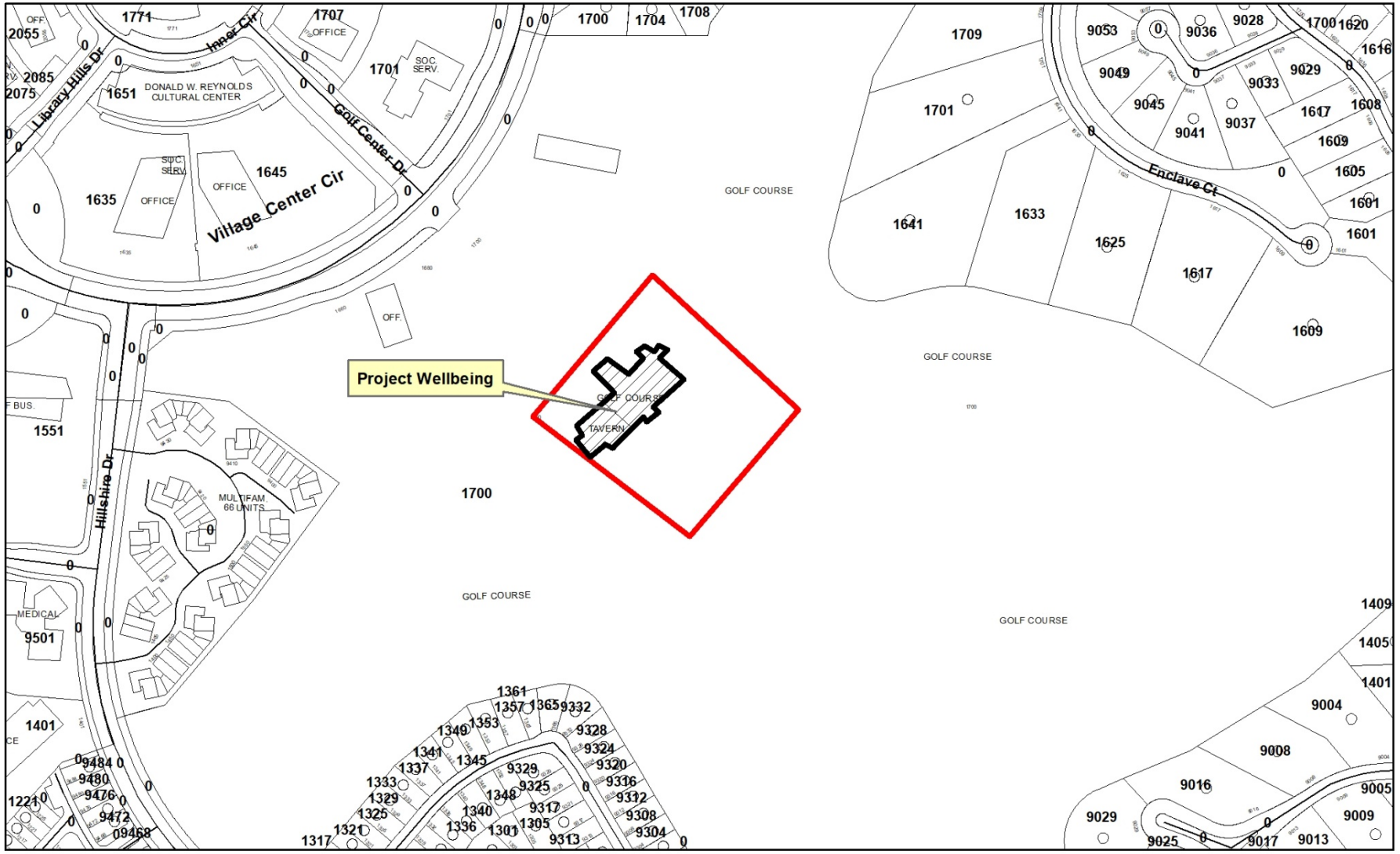
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Massage Accessory License for PROJECT WELLBEING, LLC dba PROJECT WELLBEING at 1700 Village Center Drive - Ward 2 (Seaman)

OWNERSHIP:

PROJECT WELLBEING, LLC
Sean Freitas, Managing Member
Heidi Freitas, Managing Member



Freeways
Subject Property
City Limits
Site Location

Project Wellbeing
1700 Village Center Drive
Ward 2

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, June 27, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
33

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Temporary Massage Establishment License for THAI HEALING SOLUTIONS SPA, LLC dba THAI MASSAGE at 6710 North Hualapai Way, Suite #140 - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a request for a Temporary Massage Establishment License.

RECOMMENDATION:
Staff recommends approval of a temporary massage establishment license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report and no compliance concerns for the first 15 months from the date of issuance of the temporary license.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

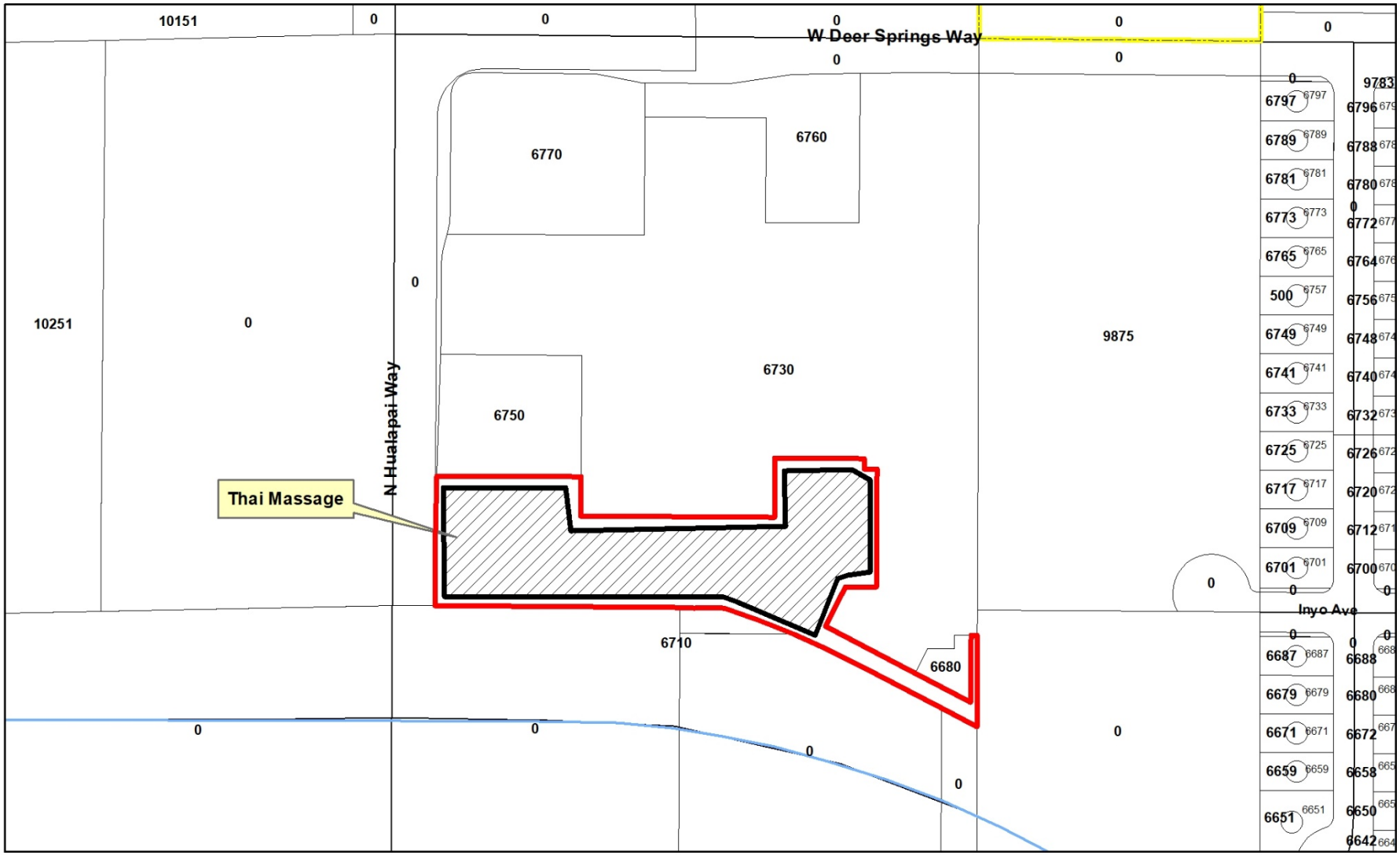
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: Discussion for possible action regarding a request for a Temporary Massage Establishment license THAI HEALING SOLUTIONS SPA, LLC dba THAI MASSAGE at 6710 North Hualapai Way, Suite #140 - Ward 6 (Fiore)

OWNERSHIP:

THAI HEALING SOLUTIONS SPA, LLC
Mark Haag, Managing Member
Ratana Haag, Managing Member



Thai Massage
6710 North Hualapai Way, Suite #140
Ward 6

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, July 15, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
34

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1095 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Entity Non-Project Specific Expenses (FY20) project ($250,000 - Road and Flood Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $250,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1095 to fund the Entity Non-Project Specific Expenses (FY20) project. This Interlocal Contract applies to the reimbursement of non-project specific expenses to expedite RTC funded projects and to allow for the reimbursement of expenses relating to RTC issues that are not attributable to a specific project. Total project funding shall not exceed $250,000 from Motor Vehicle Fuel Tax funds. The RTC approved this contract at their July 11, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1095

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Contract 1095

INTERLOCAL CONTRACT
ENTITY NON-PROJECT SPECIFIC EXPENSES, FISCAL YEAR 2020

THIS INTERLOCAL CONTRACT is made and entered into this 11th day of July 2019, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "ENTITY" and the Regional Transportation Commission of Southern Nevada hereinafter referred to as "RTC".

WITNESSETH

WHEREAS, a contract to enable the ENTITY to be reimbursed the cost of work related to RTC issues that are not attributable to a specific project has been approved; 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 ENTITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the covenants, conditions, and promises of the parties to proceed with the implementation of the RTC reimbursement of non-project specific expenses as it is mutually understood and agreed as follows:

SECTION I - SCOPE OF PROJECT

This Interlocal Contract applies to the reimbursement of non-project specific expenses by the ENTITY to allow for the reimbursement of expenses related to work on RTC issues that are not attributable to a specific project.

SECTION II – PROJECT COSTS

The RTC agrees to provide Motor Vehicle Fuel Tax funding within the limits specified below:

1. The total cost for this contract shall not exceed $250,000.00

2. Authorization to Proceed (ATP) are granted as follows:

   a. ENGINEERING not to exceed $250,000.00
   b. RIGHT-OF-WAY not to exceed $0.00
   c. CONSTRUCTION not to exceed $0.00

3. ATP for reimbursement described in Section I covers the period from July 1, 2019 to June 30, 2020.

4. The work shall be performed by the ENTITY'S employees for work on RTC issues that are not attributable to a specific project.

5. The fully burdened rate, which includes overhead costs of 1.78 times the employee's base rate and fringe benefits, for employee will be considered reimbursable.

6. Copies of time sheets showing the RTC street and highway projects or program development activities must be submitted with each invoice.

7. Employees' expenses for work on non-RTC street and highway activities or issues are not reimbursable.

8. All records pertinent to RTC reimbursable costs are subject to audit at RTC's request.

9. A new contract will be required on an annual basis for ENTITY non-project specific expense reimbursement.

SECTION III – GENERAL

1. Typical activities that are included in this program include preparation of agenda items, capital improvements programs, final reports and attendance at RTC meetings.

2. Employment requirements and hiring procedures will be determined by the ENTITY.

3. All costs shall be reimbursed directly to the ENTITY.

4. It is understood and agreed that the purpose of this Interlocal Contract is to fund reimbursements as hereinabove set forth.

5. This contract will expire on June 30, 2020.

The remainder of this page is left intentionally blank.

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

July 11, 2019 BY: DocuSigned by: Lawrence L. Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

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 7/16/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
35

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1091 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Neighborhood Rehabilitation: Fiscal Year 2020 City of Las Vegas Maintenance Program ($350,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $350,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1091 to fund the Neighborhood Rehabilitation: Fiscal Year 2020 City of Las Vegas Maintenance Program. This Interlocal Contract will provide funding for design and construction of neighborhood rehabilitation projects where roadway right-of-way is less than 80 feet. Total project funding shall not exceed $350,000 from Motor Vehicle Fuel Tax funds. The RTC approved this contract at their July 11, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1091

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Contract #1091

INTERLOCAL CONTRACT
NEIGHBORHOOD REHABILITATION:FISCAL YEAR 2020
CITY OF LAS VEGAS MAINTENANCE

THIS INTERLOCAL CONTRACT is made and entered into this 11th day of July, 2019, 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 design and construct improvements for the Neighborhood Rehabilitation: Fiscal Year 2020 City of Las Vegas Maintenance project, 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 is requesting funds to commence engineering and construction for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 applies to design, construction and maintenance for public roadways where right-of-way is less than 80 feet. The basic improvements include pavement, curb, gutter, sidewalk, streetlights, bicycle lanes, traffic signals, Americans with Disabilities Act accessibility, and any other appurtenances necessary to complete the functional project. The PROJECT is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Motor Vehicle Fuel Tax funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $350,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $125,000.00

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

b. RIGHT-OF-WAY not to exceed $0.00
c. CONSTRUCTION not to exceed $225,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid or issue a Notice to Proceed if utilizing annual maintenance contracts 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, 2021. 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.

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DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

July 11, 2019

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

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 7/16/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Exhibit A

Neighborhood Rehabilitation Program FY 2020

Interlocal Contract:

1	City-wide Traffic Calming	Construction
2	City-wide Crosswalk Improvements	Construction
3	City-wide Signing/Pavement Marking	Design/Construction
4	Speciality Non-Standard Construction Items	Construction

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
36

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1098 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Safety Upgrade Program: Fiscal Year 2020 City of Las Vegas ($2,250,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $2,250,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1098 to fund the Safety Upgrade Program: Fiscal Year 2020 City of Las Vegas. This Interlocal Contract will provide funding for design and construction of transportation safety upgrades for Fiscal Year 2020. Total project funding shall not exceed $2,250,000 from Motor Vehicle Fuel Tax funds. The RTC approved this contract at their July 11, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1098

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Contract #1098

INTERLOCAL CONTRACT
SAFETY UPGRADE PROGRAM:
FISCAL YEAR 2020 CITY OF LAS VEGAS

THIS INTERLOCAL CONTRACT is made and entered into this 11th day of July 2019, 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 design and construct improvements for the Safety Upgrade Program: Fiscal Year 2020, 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 is requesting funds to commence engineering and construction for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 applies to design, construction and maintenance for existing public roadways to improve pedestrian and vehicular safety. The basic improvements include pavement, curb, gutter, sidewalk, crosswalks, median islands, streetlights, bicycle lanes, traffic signals and flashers, utility relocation, ADA accessibility, signs and markings, speed mitigation, safe routes to school, and any other appurtenances necessary to complete the functional project. The PROJECT is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Motor Vehicle Fuel Tax funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $2,250,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $1,625,000.00

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

b. RIGHT-OF-WAY not to exceed $0.00
c. CONSTRUCTION not to exceed $625,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid or issue a Notice to Proceed if utilizing annual maintenance contracts 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, 2021. 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.

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DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

July 11, 2019

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

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 7/16/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Exhibit A

Safety Upgrade Program FY 2020

Task #	Task
1	Speed Mitigation Improvements
2	Crosswalk Improvements
3	Signing and Pavement Marking Improvements
4	Pedestrian Safety Streetlighting Improvements
5	RRFBs
6	Development of CLV FYA Policy & Mitigation Program
7	Citywide Intersection Crash Mitigation Program
8	School Safety Infrastructure Improvements
9	FY20 Pedestrian Safety Improvements Package 1
10	FY20 Pedestrian Safety Improvements Package 2
11	FY20 Pedestrian Safety Improvements Package 3

Interlocal contract:

Street/ Intersection	From	To	Task	Phase
CLV Speed Mitigation Improvements	Citywide		1	Design
CLV Speed Mitigation Improvements	Citywide		1	Construction
CLV Crosswalk Improvements	Citywide		2	Construction
CLV Signing and Pavement Marking Improvements	Citywide		3	Construction
LED luminaire streetlighting conversion	Citywide		4	Construction
CLV RRFBs	Citywide		5	Construction
Development of CLV FYA Policy & Mitigation Program	Citywide		6	Design
Citywide Intersection Crash Mitigation Program	Citywide		7	Design
School Safety Infrastructure Improvements	Citywide		8	Design
Buffalo Dr./Gilmore Ave.			9	Design
Charleston Blvd/Warbonnet Way			9	Design
Cimarron Rd./Vegas Dr.			9	Design
Deer Springs Way	Rosinwood St.	Buffalo Dr.	9	Design
Egan Crest Dr./ Severence Ln.			9	Design
Gilmore Ave./Seaforth St.			9	Design
Grand Canyon Dr./ Tropical Breeze Dr.			9	Design
Hualapai Way/Lake Bed Ave.			9	Design
Rainbow Blvd/Peak Dr			9	Design
Balzar Ave./Willie Davis St.			10	Design
Balzar Ave.	Comstock Dr.	Martin L. King Blvd.	10	Design
Bruce St./Gragson Ave.			10	Design
Decatur Blvd./El Campo Grande Ave.			10	Design
Main St./Foremaster Ln.			10	Design
Marion Dr./Monroe Ave.			10	Design
Marion Dr./Van Buren Ave.			10	Design
Martin L King Blvd/Wyatt Ave			10	Design
Monroe Ave.	Helen Belle Dr.	Marion Dr.	10	Design
Atlantic St.	Sahara Ave.	St. Louis Ave.	11	Design
Bedford Rd./Fulton Pl.			11	Design
Bonanza Rd.	20th St.	23rd St.	11	Design
Bonanza Rd./Wardelle St.			11	Design
Charleston Blvd./ Redwood St.			11	Design
J St./Jefferson Ave.			11	Design
Oakey Blvd./Cahlan Dr.			11	Design
St Louis Ave./Burnham Ave.			11	Design
Wilmington Way/Trona St.			11	Design

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
37

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1093 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Americans with Disabilities Act (ADA) Upgrade Program: Fiscal Year 2020 City of Las Vegas ($275,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $275,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1093 to fund the ADA Upgrade Program: Fiscal Year 2020 City of Las Vegas Program. This Interlocal Contract will provide funding for design and construction of ADA upgrades for Fiscal Year 2020. Total project funding shall not exceed $275,000 from Motor Vehicle Fuel Tax funds. The RTC approved this contract at their July 11, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1093

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Contract #1093

INTERLOCAL CONTRACT
ADA UPGRADE PROGRAM:
FISCAL YEAR 2020 CITY OF LAS VEGAS

THIS INTERLOCAL CONTRACT is made and entered into this 11th day of July 2019, 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 design and construct improvements for ADA Upgrade Program Fiscal Year 2020, 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 is requesting funds to commence engineering and construction for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 applies to design, construction and maintenance to upgrade citywide pedestrian facilities to the current Americans with Disability Act standards in compliance with the city's transition plan. The basic improvements include pavement, curb, gutter, sidewalk, ramps, traffic signal modifications, and any other appurtenances necessary to complete the functional project.

SECTION II: PROJECT COSTS

The RTC agrees to provide Motor Vehicle Fuel Tax funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $275,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $75,000.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $200,000.00

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid or issue a Notice to Proceed if utilizing annual maintenance contracts 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, 2021. 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.

The remainder of this page is left intentionally blank.

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

July 11, 2019 BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

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: RTC CITY OF LAS VEGAS

BY:

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla 7/10/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Exhibit A

ADA Upgrade Program FY 2020

Task #	Task
1	Sidewalk Ramp Upgrades
2	Pedestrian Push Button Upgrades
3	ADA Transition Plan Updates

Original:

Street/ Intersection	From	To	Task	Phase
CLV Sidewalk Ramp Upgrades	Citywide		1	Design
CLV Pedestrian Push Button Upgrades	Citywide		1	Construction
CLV Pedestrian Push Button Upgrades	Citywide		2	Construction
CLV ADA Transition Plan Updates			3	Design

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
38

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1096 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Intersection Improvement Program: Fiscal Year 2020 City of Las Vegas ($2,150,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $2,150,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1096 to fund the Intersection Improvement Program: Fiscal Year 2020 City of Las Vegas. This Interlocal Contract will provide funding to begin design and construction of intersection improvements projects for Fiscal Year 2020. Total project funding shall not exceed $2,150,000 from Motor Vehicle Fuel Tax funds. The RTC approved this contract at their July 11, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1096

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Contract #1096

INTERLOCAL CONTRACT
INTERSECTION IMPROVEMENT PROGRAM:
FISCAL YEAR 2020 CITY OF LAS VEGAS

THIS INTERLOCAL CONTRACT is made and entered into this 11th day of July 2019, 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 design and construct improvements for the Intersection Improvement Program: Fiscal Year 2020, 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 is requesting funds to commence engineering and construction for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 applies to the design, construction, and maintenance improvements to existing and new intersections to enhance safety. The basic improvements include pavement, curb, gutter, sidewalk, crosswalk, Intelligent Transportation Systems improvements, closed circuit television cameras, cabinets, controllers, traffic signals, streetlights, bicycle lanes, Americans with Disabilities Act accessibility, safety bollards, signs and markings, traffic control, and any other appurtenances necessary to complete the functional project. The PROJECT is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Motor Vehicle Fuel Tax funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $2,150,000.00.

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $700,000.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $1,450,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid or issue a Notice to Proceed if utilizing annual maintenance contracts 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, 2021. 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.

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

July 11, 2019

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

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 7/16/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Exhibit A

Intersection Improvements Program FY 2020

Task #	Task
1	Traffic Signal/Intersection Improvements
2	Signing and Pavement Marking Improvements
3	Streetlighting Improvements
4	CCTV Camera Deployment
5	FY20 Intersection Improvements Package 1

Interlocal contract:

Street/ Intersection	From	To	Task	Phase
CLV Traffic Signal Maintenance	Citywide		1	Construction
I St./Washington Ave.			1	Design
6th St./Bonneville			1	Design
CLV Signs & Markings	Citywide		2	Construction
LED luminaire intersection lighting conversion	Citywide		3	Construction
CCTV camera installations at signalized intersections	Citywide		4	Construction

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
39

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1092 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Colorado Avenue, Commerce Street to 4th Street project ($700,000 - Road and Flood Capital Project Fund [CPF]) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $700,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1092 to fund the Colorado Avenue, Commerce Street to 4th Street project. The project will include rehabilitating the existing pavement, improving the existing intersections, sidewalk widening, streetlights, bicycle lanes, and any other appurtenances necessary to complete the functional project. This Interlocal Contract will provide funds to begin engineering design for the project. Total project funding shall not exceed $700,000 from Fuel Revenue Indexing Extension funds. The RTC approved this contract at their July 11, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1092

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Contract #1092

INTERLOCAL CONTRACT
COLORADO AVENUE, COMMERCE STREET TO 4TH STREET

THIS INTERLOCAL CONTRACT is made and entered into this 11th day of July 2019, 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 roadway improvements for Colorado Avenue, Commerce Street to 4th Street, 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 is requesting funds to commence the design of the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 applies to roadway improvements for the Colorado Avenue, Commerce Street to 4th Street project. The basic improvements include pavement, curb, gutter, sidewalk, Americans with Disabilities Act accessibility, utility relocation, streetlights, bicycle lanes, street trees, and any other appurtenances necessary to complete the functional project. The PROJECT is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Fuel Revenue Indexing Extension funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $700,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $680,000.00
    b. RIGHT-OF-WAY not to exceed $20,000.00
    c. CONSTRUCTION not to exceed $0.00

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

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 December 31, 2023. 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.

The remainder of this page is left intentionally blank.

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

July 11, 2019

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

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:

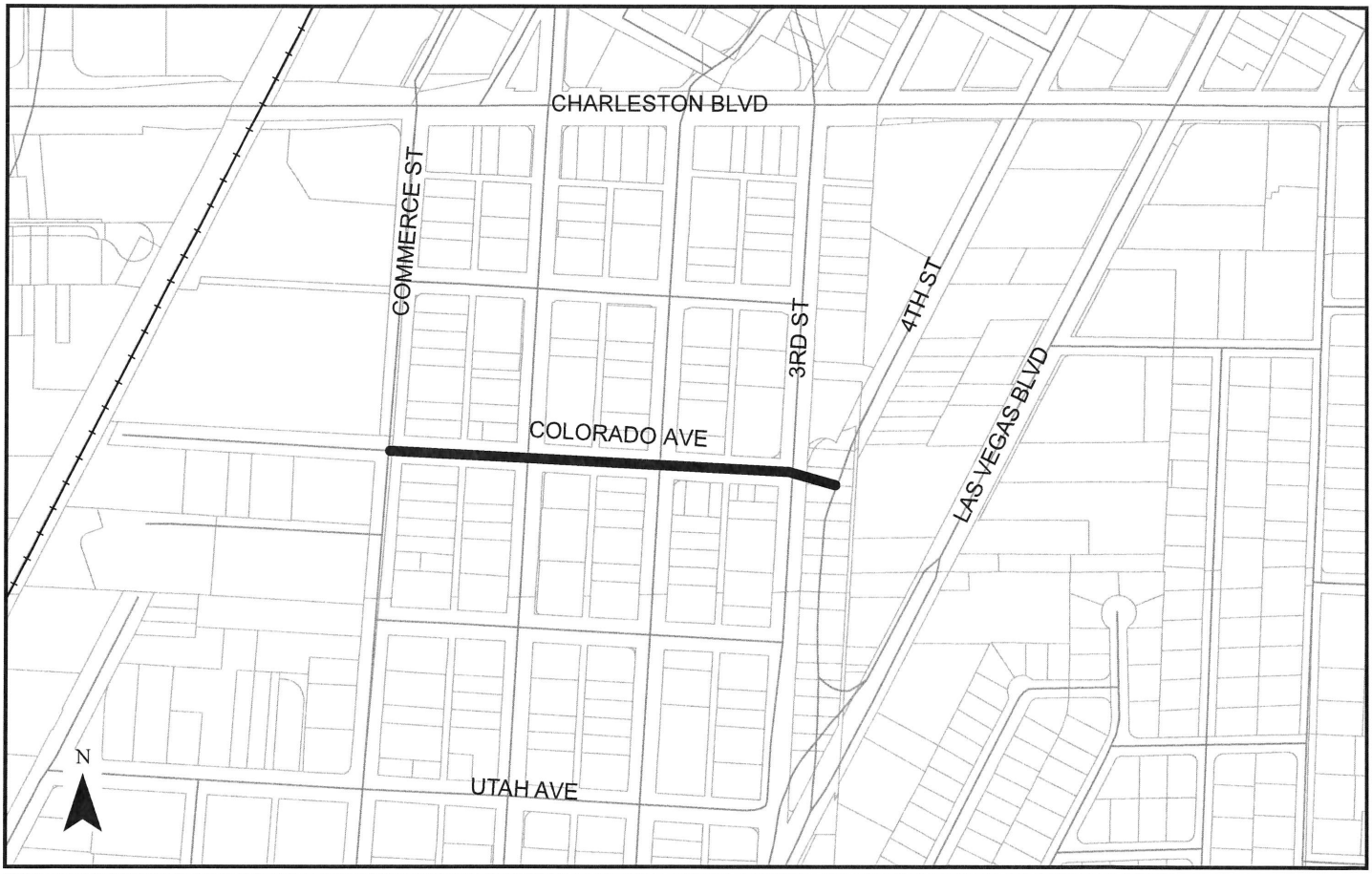
John S. Ridilla 7/16/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

227A-FTI2: Colorado Avenue, Commerce Street to 4th Street

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217



4/29/2019

Exhibit A Colorado Avenue, Commerce Street to 4th Street

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AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
40

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1094 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Citywide Traffic Engineering Design Services project ($1,100,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $1,100,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1094 to fund the Citywide Traffic Engineering Design Services project. This project will include, but is not limited to engineering for traffic signals, intersection improvements, pedestrian safety, safe routes to school, traffic studies, Intelligent Transportation Systems, transportation innovations, sidewalk infill, complete street improvements, roundabouts, lighting analysis, and preliminary analysis and design. Total project funding shall not exceed $1,100,000 from Motor Vehicle Fuel Tax funds. The RTC approved this contract at their July 11, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1094

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Contract #1094

INTERLOCAL CONTRACT
CITYWIDE TRAFFIC ENGINEERING DESIGN SERVICES

THIS INTERLOCAL CONTRACT is made and entered into this 11th day of July 2019, 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 perform Citywide Traffic Engineering Design Services, 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 is requesting funds to commence engineering for the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 applies to traffic engineering design including but not limited to traffic signals, intersection improvements, pedestrian safety, safe routes to school, traffic studies, ITS improvements, transportation innovation, sidewalk infill, complete street improvements, roundabouts, lighting analysis/design, and preliminary analysis and design. The PROJECT is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Motor Vehicle Fuel Tax funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $1,100,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $1,100,000.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $0.00

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid or issue a Notice to Proceed if utilizing annual maintenance contracts 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, 2021. 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.

The remainder of this page is left intentionally blank.

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

July 11, 2019

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

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 7/16/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

Exhibit A

Citywide Traffic Engineering Design Services

Task #	Task
1	Traffic Signal/Roundabout/Intersection Improvements
2	Pedestrian Safety Improvements
3	Safe Routes to School Improvements
4	Traffic Studies
5	ITS Improvements
6	Transportation Innovation Improvements
7	Sidewalk Infill
8	Complete Street Improvements
9	Lighting Analysis & Design

Interlocal contract:

Street/Intersection	From	To	Task	Phase
Pecos Road at I-515			4	Design

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
41

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Third Supplemental Interlocal Contract LAS22T15 between the City of Las Vegas and the Clark County Regional Flood Control District (CCRFCD) to extend the contract expiration date from December 31, 2019 to December 31, 2020 for construction of the Brent Drainage System - Floyd Lamb Park to Durango Drive Project - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On August 13, 2015, the CCRFCD approved an Interlocal Contract for construction and construction management associated with the Brent Drainage System - Floyd Lamb Park to Durango Drive project. A First Supplemental Interlocal Contract was approved on November 10, 2016 to extend the project completion date and a Second Supplemental Interlocal Contract was approved on February 9, 2017 to increase funding.

This Third Supplemental Interlocal Contract will extend the contract expiration date from December 31, 2019 to December 31, 2020 to repair damage that was done to the channel during storm events. The CCRFCD approved this contract at their June 13, 2019 Board meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Third Supplemental Interlocal Contract LAS22T15

THIRD SUPPLEMENTAL INTERLOCAL CONTRACT
BRENT DRAINAGE SYSTEM – FLOYD LAMB PARK TO DURANGO DRIVE

THIS THIRD SUPPLEMENTAL INTERLOCAL CONTRACT made and entered into as of the 13th day of June, 2019 by and between the Clark County Regional Flood Control District, hereinafter referred to as "DISTRICT", and the City of Las Vegas hereinafter referred to as "CITY".

W I T N E S S E T H

WHEREAS, pursuant to Chapter 543 of the Nevada Revised Statutes, the DISTRICT may approve a project to design and construct flood control improvements, and;

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2013 Master Plan Update as Facility Number BRDB 0043, hereinafter referred to as "PROJECT"; and

WHEREAS, the flood control improvements proposed herein are the same as those generally identified in the 2018 Master Plan Update as Facility Number BRDB 0043, 0045 and 0058 hereinafter referred to as "PROJECT"; and

WHEREAS, the PROJECT is identified and shown on the attached Exhibit "A"; and

WHEREAS, the PROJECT has been approved by the DISTRICT on its Ten Year Construction Program; and

WHEREAS, the PROJECT has regional flood control significance and is located in the same hydrographic area as the Las Vegas Valley.

WHEREAS, the Interlocal Contract dated August 13, 2015, First Supplemental Interlocal Contract dated November 10, 2016 and Second Supplemental Interlocal Contract dated February 9, 2017 were entered into between the DISTRICT and the CITY; and,

WHEREAS, the City desires to extend the project completion date for the project.

NOW, THEREFORE, in consideration of the covenants, conditions, contracts, and promises of the parties hereto, the DISTRICT and the CITY agree to the following:

SECTION III – GENERAL, paragraph 15 shall be revised to read as follows:

15. The items covered in Section II – PROJECT COSTS must be completed to the satisfaction of the DISTRICT prior to December 31, 2020. The DISTRICT may, at any time thereafter, grant extensions or terminate this contract after (30) days notice.

The remainder of the original Interlocal Contract dated August 13, 2015, First Supplemental Interlocal Contract dated November 10, 2016 and Second Supplemental Interlocal Contract dated February 9, 2017 shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this Third Supplemental Interlocal Contract to be executed by their duly authorized representatives the day and year first above written.

Date of Council Action

_____

City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor

Attest

By: _____
LuAnn Holmes, MMC
City Clerk

Approved as to Form

By: John S. Ridilla 7/8/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

Date of District Action

June 13, 2019

Regional Flood Control District

By: Lawrence L Brown III
LAWRENCE L. BROWN, III,
Chair

Attest

By: Deanna Hughes
Deanna Hughes
Secretary to the Board

Approved as to Form

By: [signature] 6/13/19
Christopher Figgins Date
Chief Deputy District Attorney

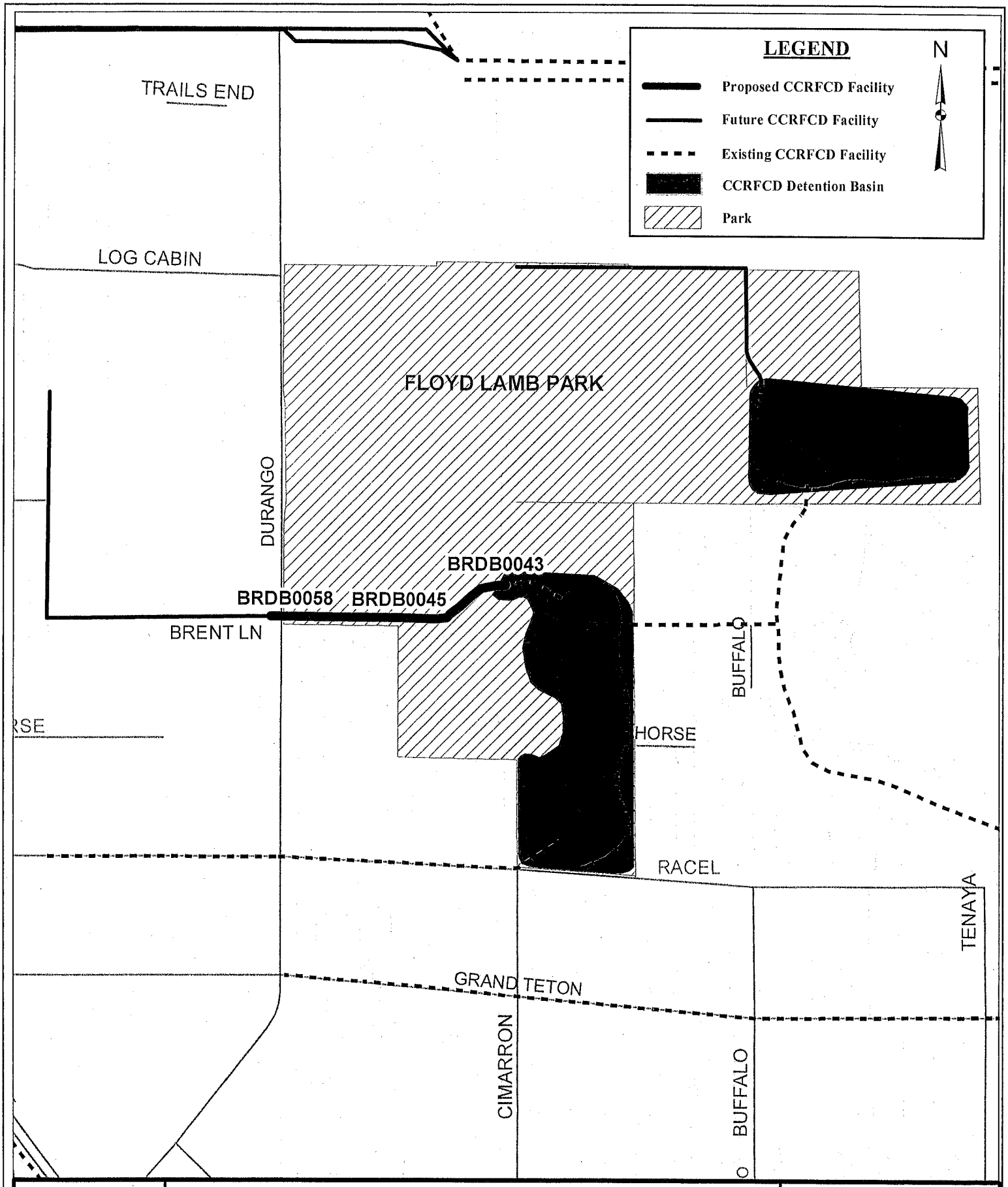


EXHIBIT A
BRENT DRAINAGE SYSTEM - FLOYD LAMB PARK TO DURANGO (LAS22T15)

Flood Control Planning

SCALE: 1:17,000
DRAWING NAME: BrentDrainageSys_FloydLamb to Durango.mxd
DRAWN BY: C. JONES
DATE: 05/15/2019
SHEET NUMBER 1 OF 1

Document Path: N:\EXHIBIT_PROJECTS\RFCD\BrentDrainageSys_FloydLamb to Durango.mxd

Due to continuous development activity, this map is for reference only.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
42

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve the dedication of right-of-way of City owned property that was purchased as part of the Martin Luther King Boulevard/Industrial Road Connector Project, Oakey Boulevard to Alta Drive, APNs 162-04-606-003, -004 and -005 - Ward 3 (Diaz)

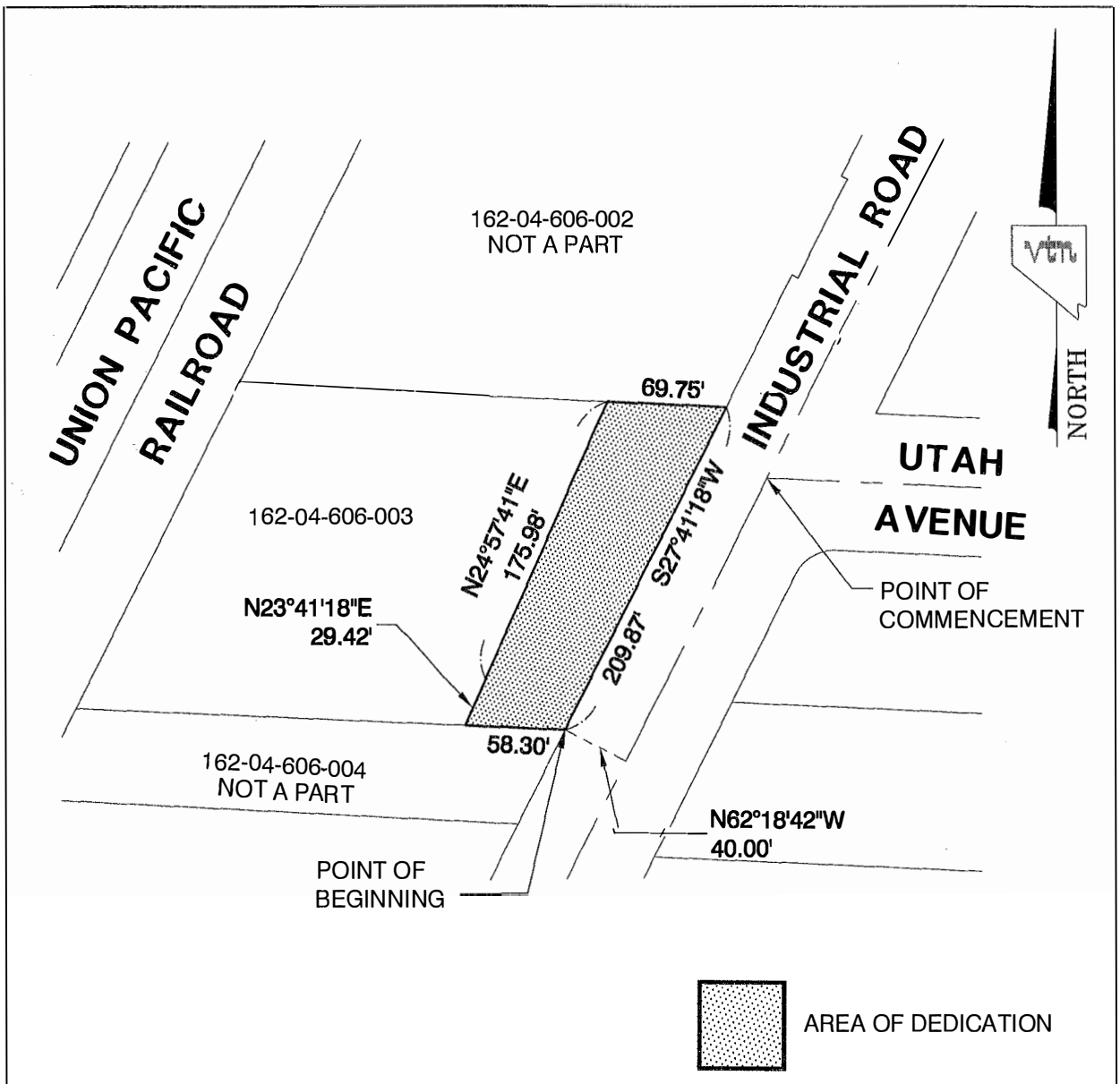
FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On February 5, 2015, City Council approved staff to negotiate and purchase real property in furtherance of the above referenced project. The dedication of right-of-way is now necessary to separate the right-of-way from the surplus land that was purchased as part of the project.

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 dedication of the right-of-way.

BACKUP DOCUMENTATION:
1. Exhibit Maps A, B & C

EXHIBIT MAP A



OWNER CITY OF LAS VEGAS
PARCEL NO. 162-04-606-003
SECTION, TOWNSHIP, RANGE SECTION 4, T. 21 S., R. 61 E., M.D.M.
TOTAL AREA OF PARCEL 1.38 ACRES (RECORD)
AREA OF R/W ACQUISITION 12,291 S.F. (0.28 ACRES)
REFERENCE: 19990414:01457

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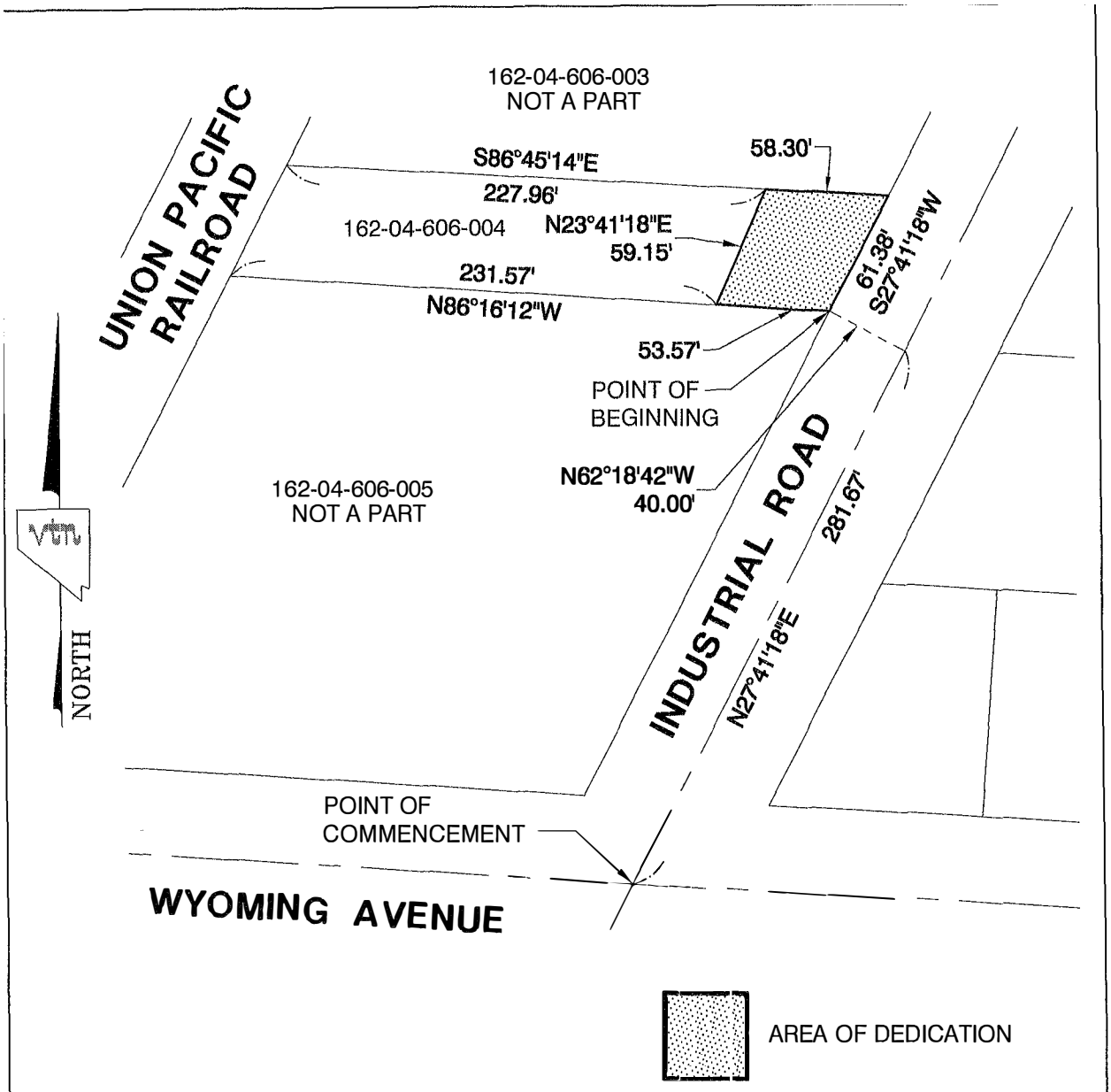
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

GRAND CENTRAL / INDUSTRIAL
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS

SCALE HORZ.	1"=100'
VERT.	--
W.O. NO.	7582
DRAWN BY:	KAC
DATE:	2-3-15
SHEET	1 OF 1

EXHIBIT MAP B



OWNER CITY OF LAS VEGAS
PARCEL NO. 162-04-606-004
SECTION, TOWNSHIP, RANGE SECTION 4, T. 21 S., R. 61 E., M.D.M.
TOTAL AREA OF PARCEL 0.36 ACRES (RECORD)
AREA OF R/W ACQUISITION 3,118 S.F. (0.07 ACRES)
REFERENCE: 19990414:01457

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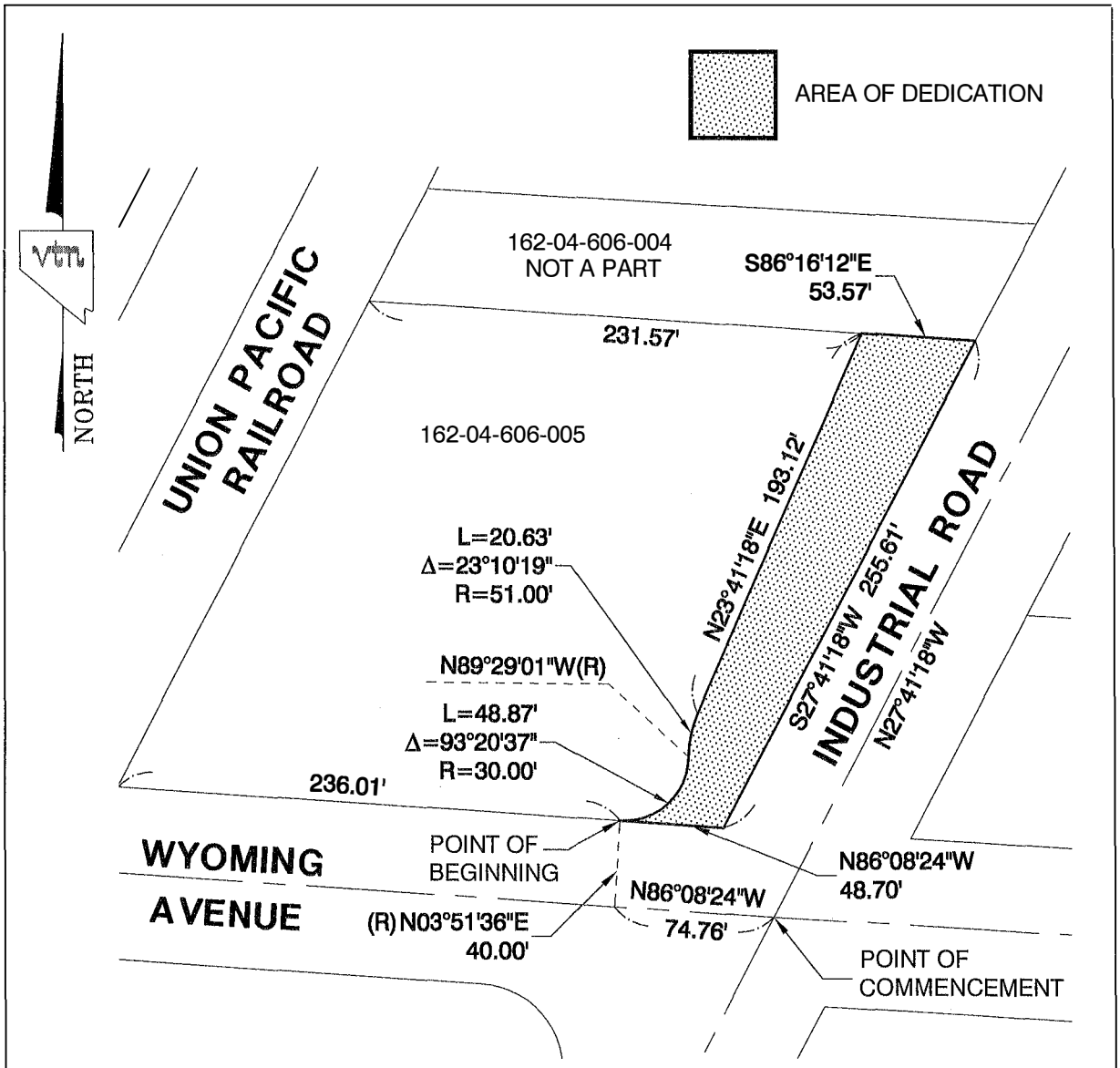
2727 SOUTH RAINBOW BOULEVARD
LAS VEGAS, NV 89146-5148

GRAND CENTRAL / INDUSTRIAL
EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

DEPARTMENT OF PUBLIC WORKS
CITY OF LAS VEGAS

SCALE	HORZ.	1"=80'
	VERT.	--
W.O. NO.		7582
DRAWN BY:		KAC
DATE:		2-3-15
SHEET 1 OF 1		

EXHIBIT MAP C



OWNER CITY OF LAS VEGAS
PARCEL NO. 162-04-606-005
SECTION, TOWNSHIP, RANGE SECTION 4, T. 21 S., R. 61 E., M.D.M.
TOTAL AREA OF PARCEL 1.53 ACRES (RECORD)
AREA OF R/W DEDICATION 10,136 S.F. (0.23 ACRES)
REFERENCE: 19990414:01457

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2727 SOUTH RAINBOW BOULEVARD LAS VEGAS, NV 89146-5148	**GRAND CENTRAL / INDUSTRIAL** **EXHIBIT TO ACCOMPANY** **LEGAL DESCRIPTION**	SCALE	HORZ. 1"=80' VERT. --
		W.O. NO.	7582
		DRAWN BY:	KAC
	DEPARTMENT OF PUBLIC WORKS **CITY OF LAS VEGAS**	DATE:	2-12-15
		SHEET	1 OF 1

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
43

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1097 between the City of Las Vegas and the Regional Transportation Commission of Southern Nevada (RTC) to fund the Iron Mountain Road, Bradley Road to Thom Boulevard project ($500,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $500,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The RTC approved Interlocal Contract 1097 to fund the Iron Mountain Road, Bradley Road to Thom Boulevard project. The project will include construction of a new roadway, pavement, curb, gutter, sidewalk, American with Disabilities Act (ADA) accessibility, streetlights, and any other appurtenances necessary to complete the functional project. This Interlocal Contract will provide funds to begin engineering design for the project. Total project funding shall not exceed $500,000 from Fuel Revenue Indexing Extension funds. The RTC approved this contract at their July 11, 2019 Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1097

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

INTERLOCAL CONTRACT
IRON MOUNTAIN ROAD, BRADLEY ROAD TO THOM BOULEVARD

THIS INTERLOCAL CONTRACT made and entered into this 11th day of July 2019, 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 roadway improvements for Iron Mountain Road, Bradley Road to Thom Boulevard, 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 is requesting funds to commence the design of the PROJECT; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; 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 applies to roadway improvements for the Iron Mountain Road, Bradley Road to Thom Boulevard project. The basic improvements include constructing the missing roadway, pavement, curb, gutter, and sidewalk, providing Americans with Disabilities Act accessibility, streetlights, and any other appurtenances necessary to complete the functional project. The PROJECT is more specifically described in Exhibit "A" which is attached hereto and by this reference incorporated herein.

SECTION II: PROJECT COSTS

The RTC agrees to provide Motor Vehicle Fuel Tax funding for all costs associated with the PROJECT as outlined below:

1. The total cost for this contract shall not exceed $500,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $480,000.00
    b. RIGHT-OF-WAY not to exceed $20,000.00
    c. CONSTRUCTION not to exceed $0.00

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217

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 December 31, 2023. 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.

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IN WITNESS WHEREOF, this Interlocal Contract is effective as of the date first set forth above.

Date of Commission Action:

July 11, 2019

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53B47A...

LAWRENCE L. BROWN III, Chairman

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

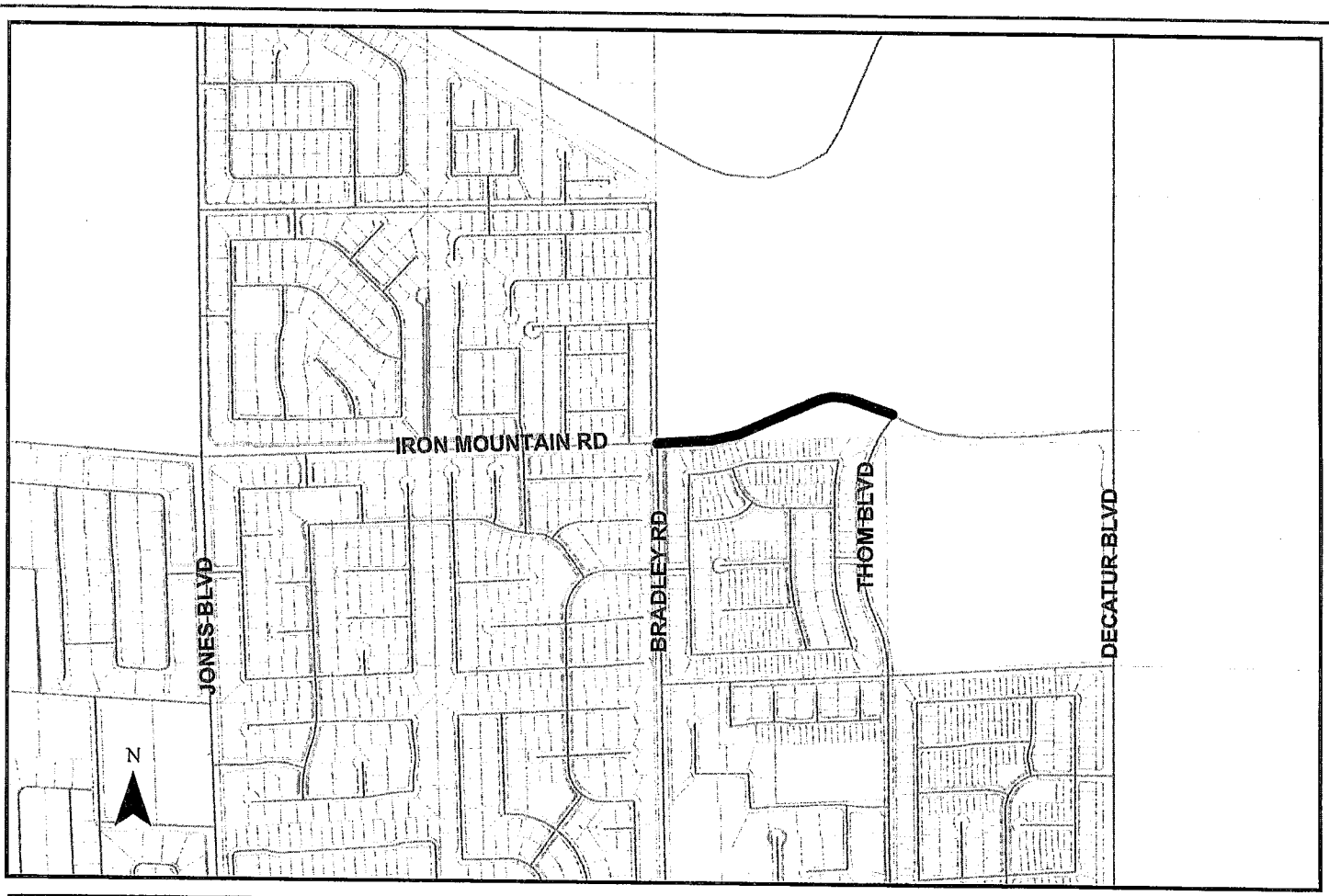
Approved as to Form:

John S. Ridilla 7/16/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

DocuSign Envelope ID: 139CB094-D174-49BE-B697-23CA1C3BB217



4/29/2019

Exhibit A Iron Mountain Road, Bradley Road to Thom Boulevard

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AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
44

DEPARTMENT: Youth Development & Social Innovation **CONSENT**
DIRECTOR: Lisa Morris-Hibbler

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 ($90,000 - Community Recreation Services Special Revenue Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: 90,000
Funding Source: Community Recreation Services SRF
Dept./Division: Youth Development and Social Innovation

PURPOSE/BACKGROUND:
This Interlocal Cooperative Agreement is for the purchase and delivery of snacks to all 9 Safekey sites participating in the 2019-2020 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 approval of this agreement.

BACKUP DOCUMENTATION:
1. Interlocal Cooperative Agreement for Food Products at Youth Enrichment Sites

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 and entered into this ___day of _____, 2019, by and between City of Las Vegas, a political subdivision of the State of Nevada (hereinafter referred to as the "Sponsor") and the Clark County School District, a political subdivision of the State of Nevada (hereinafter referred to as the "District"), pursuant to authority granted by NRS 277.045.

WITNESSETH

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 2019-2020 school year. The Agreement covers the period beginning July 1, 2019, and ending June 30, 2020.

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

I. 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 (sites and programs listed on attachment A) at the price of $0.90 per snack (two items), $0.25 per milk and bulk sales billed at cost plus 20 percent. 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 (Attachment 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 (Attachment A) 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 a.m., 4 working days prior to the date of delivery (at the District's email listed in Section VII). For example, a change received by 8:00 a.m. 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 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.

II. SPONSOR AGREES

A. The Sponsor will notify the District by email by 8:00 a.m. 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 VII). For example, a change received by 8:00 a.m. 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 the regulations of the appropriate USDA Child Nutrition Program (Attachment A).

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.

III. 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.

IV. INDEMNIFY AND HOLD HARMLESS

To the extent allowed by Nevada law, each Party shall be liable for its own acts and omissions and shall indemnify and hold the other Party harmless of, from, and against all claims, liability, and damages caused and/or contributed to by such Party. CCSD does not waive any protection or limitation of liability provided in NRS Chapter 41.

V. 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.

VI. 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.

VII. NOTICES

Except as specifically provided herein, all notices required pursuant to this Agreement shall be in writing. Any notice required to be given under the terms of this Agreement shall be deemed to have been given when:

(i) Received by the Party to whom it is directed by hand delivery or personal service;
(ii) Sent by U.S. first class mail via certified mail-return receipt requested to the following addresses; or
(iii) Via email to following email addresses.

Clark County School District
Food Service Department
6350 East Tropical Parkway
Las Vegas, Nevada 89115
Phone: (702) 799-8123
Email: foodserviceorder@nv.ccsd.net

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)

Either Party may designate a different address by providing the other Party ten (10) days' prior written notice in the manner provided above.

IN WITNESS THEREROF, the Parties have caused the Agreement to be executed by their duly authorized representatives, effective on the day and year written above.

Approved By:

CLARK COUNTY SCHOOL DISTRICT

6/28/19
David Wines, Director Date
Clark County School District
Food Service Department

CITY OF LAS VEGAS

By:_____
Name:_____ Date
Title:_____

Board of School Trustees Approval
Date: 6/27/19

Approved as to form:

5/30/19
Eleissa C. Lavelle Date
Clark County School District
General Counsel

Reviewed by
Joanne-Marie Hanna, Esq. (OGC)

Approved as to form:

By: John S. Ridilla 7/9/19
Name: JOHN S. RIDILLA Date
City of Las Vegas
Title: CHIEF DEPUTY CITY ATTY.

Attachment A

Youth Enrichment Programs operated by the City of Las Vegas for the 2019-2020 school year, which require snacks and/or milks, are located in the following elementary and middle schools:

Bonner, John W. ES	Special Milk Program (City of Las Vegas sponsored)
Givens, Lina Rankin ES	Special Milk Program (City of Las Vegas sponsored)
Heckethorn, Howard E. ES	Special Milk Program (City of Las Vegas sponsored)
Neal, Joseph M. ES	Special Milk Program (City of Las Vegas sponsored)
O'Roarke, Thomas ES	Special Milk Program (City of Las Vegas sponsored)
Rhodes, Betsy ES	Special Milk Program (City of Las Vegas sponsored)
Staton, Ethel W ES	Special Milk Program (City of Las Vegas sponsored)
Vassiliadis, Billy & Rosemary ES	Special Milk Program (City of Las Vegas sponsored)
Ward, Kitty McDonough ES	Special Milk Program (City of Las Vegas sponsored)

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
45

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

SUBJECT:
RESOLUTIONS:

R-35-2019 - For possible action to approve a Resolution directing the State Department of Business and Industry to transfer $6,411,324.16 in 2019 State Private Activity Bond Volume Cap to Nevada H.A.N.D., Inc. for the construction of a 420-unit affordable multi-family housing development at 400 South Decatur Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City receives an annual Private Activity Bond Volume Cap allocation from the State of Nevada Department of Business and Industry to finance affordable rental housing developments, single-family mortgages, and industrial development projects. In 2019, the City reserved $33,559,458.11 to finance future affordable rental housing projects in the City to be approved by City Council on or before August 31, 2019. The City is now transferring $6,411,324.16 of the 2019 Private Activity Bond Volume Cap to finance the construction of a 420-unit affordable and market rate multi-family affordable housing development at 400 South Decatur Boulevard. This development will provide 396 one-bedroom, two-bedroom, and three-bedroom units with rents ranging from $326 - $1,169 monthly and will accommodate families earning 30-60% of the area median income (AMI). The development will also provide 34 market rate units. The first floor of the project will have retail space available for rent as well.

RECOMMENDATION:
Staff recommends that the City Council approve the resolution and authorizes the Mayor to sign required agreements after the City Attorney has approved them as to form.

BACKUP DOCUMENTATION:
1. Resolution No. R-35-2019
2. Submitted at Meeting - PowerPoint Presentation for Items 45 and 46

RESOLUTION NO. R-35-19

1. **WHEREAS**, pursuant to the provisions of Ch. 348A of Nevada Revised Statutes and Ch. 348A of the Nevada Administrative Code ("NAC"), there has been allocated to the City of Las Vegas, Nevada (the "City" and the "State", respectively), certain amounts of in tax-exempt private activity bond volume cap; and

2. **WHEREAS**, the City, by a resolution it adopted on June 19, 2019 (the "2019 Resolution"), requested that the volume cap (in the amount of $33,559,458.11) allocated to the City in the year 2019 (the "2019 Volume Cap") be transferred to the Housing Division (the "Division") of the Department of Business and Industry (the "Department") of which is to be used to finance affordable rental housing projects located in the City which are approved for financing with the Volume Cap by the City Council at a future time, or to the extent such Volume Cap is not so used by August 31, 2021, to finance affordable rental housing projects located anywhere in the State; and

3. **WHEREAS**, the City has not yet designated any projects for the 2019 Volume Cap; and

4. **WHEREAS**, the City has received a request for the 2019 Volume Cap for an affordable rental housing development at 400 S. Decatur Blvd. (the "Project") for Nevada H.A.N.D., Inc. (the "Developer"); and

5. **WHEREAS** the City desires to allocate $6,411,324.16 of the 2019 Volume Cap to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City hereby requests that the Division use $6,411,324.16 of the 2019 Volume Cap for the 400 S. Decatur Blvd. Project for the Developer.

Section 2. The designation and allocation made in Section 1 is subject to the condition that the Project Sponsor executes an agreement in substantially the form attached as Exhibit "A."

Section 3. In the event the condition listed in Section 2 is not met for the Project, or in the event that the condition is met but bonds issued for that project do not fully use the allocation made to that project, the Division is requested to use that allocation or the remaining part of that allocation for one or more other affordable rental housing projects located in the City, the financing of which is approved by the City Council, or for any projects for which that Volume Cap can legally be used in the City or elsewhere in the State of Nevada, if the City has not approved other financings that use that Volume Cap prior to August 07, 2019.

Section 4. The Mayor and City Clerk are hereby authorized to execute and deliver on behalf of the City, an Agreement with the Developer, in substantially the form attached hereto as Exhibit "A."

Section 5. Pursuant to Ch. 348A of NRS, the Director of the Department may communicate regarding this Resolution with Patrick Petrie of the City by telephone at (702) 229-6681 or e-mail, at ppetrie@LasVegasNevada.gov, or by mail at Patrick Petrie, Office of Community Services, City Hall, 5th Floor, at 495 S. Main St., Las Vegas, NV 89101.

Section 6. Nothing in this Resolution obligates the City to issue bonds for any particular project or to grant approvals for a project or constitutes a representation that such bonds will be issued, that such projects will be approved, or that any city Volume Cap other than the amount outlined in Section 1 will be made available for any particular project.

Section 7. This Resolution may be amended or repealed at any time by the City at its sole discretion before bonds are issued that use the Volume Cap described herein. After such bonds are issued, this Resolution may not be amended or repealed in such a manner as to change the allocation of Volume Cap to the bonds which have been issued.

Section 8. This Resolution shall be effective upon its passage and approval.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2019.

(SEAL)

Carolyn G. Goodman, Mayor Date

Attest:

By: LuAnn B. Holmes, MMC Date
City Clerk

Approved as to form:

Val Steed 7-10-19
Deputy City Attorney Date

EXHIBIT "A"

AGREEMENT

This Agreement is entered into on this ____ day of _____, _____ between the City of Las Vegas, Nevada (the City) and _____ (the Sponsor), of that certain affordable rental housing project known as the _____(the Project).

WHEREAS, the Sponsor has submitted an application to the City for allocation of a part of the City's private activity bond Volume Cap in order for the Sponsor to finance the Project; and

WHEREAS, the City is inclined to allocate a portion of its private activity bond Volume Cap to the Project; and

WHEREAS, in so allocating its Volume Cap, the City is relying on representations made by the Sponsor in its application to the City with respect to the nature of the Project and other matters.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. The City will as provided in the resolution adopted by the City Council of the City (the "Resolution") allocate a portion of its bond Volume Cap to the Project under the conditions and for the term provided in the Resolution. Such allocation of bond Volume Cap is based on the representations contained in the Sponsor's application as to the nature of the Project and other matters stated in that application.

Section 2. The Sponsor agrees to provide incremental progress reports, at six-week intervals if the Project is a rehabilitation Project and at 3 months intervals if the Project is a new construction project.

Section 3. The Sponsor agrees not to make any change in the Project or in any other of the items described in its application without obtaining consent of the Director of the City's Office of Community Services or a designee.

Section 4. This Agreement shall be effective on the date of its execution and remain in effect until the bonds which use the Volume Cap allocation described herein have been paid in full.

Section 5. This Agreement does not provide any City endorsement of the Project or any City representation as to the Project or the issuance of bonds for the Project, other than an allocation of private activity bond Volume Cap as provided in the Resolution. It is understood that the private activity bond Volume Cap will be transferred to the State of Nevada, and that the State of Nevada in its sole discretion will determine whether to finance the Project with the issuance of bonds. Other than the allocation of bond Volume Cap mentioned above, this Agreement in no way binds the City to the Project, and prior to the issuance of bonds which use this Volume Cap, the City may, in its sole discretion, amend or repeal the Resolution; but after the issuance of bonds which use this Volume Cap, the City will not amend the Resolution in a manner which changes the allocation of Volume Cap to the bonds which have been issued.

Section 6. In the event the Sponsor breaches this Agreement, the City may sue for specific performance hereof by the Sponsor, may pursue legal action against the Sponsor, may use whatever other remedies may be available to it at law or in equity or may pursue any combination thereof. The Sponsor agrees to pay any of the City's attorney fees incurred in enforcing the terms of this agreement. If bonds have been issued which rely on the allocation of bond Volume Cap made by the Resolution, a breach of this Agreement will not result in forfeiture of bond Volume Cap which has been used for those bonds, but may, at the option of the City, result in forfeiture of any part of the bond Volume Cap described herein which has not been used by the issuance of bonds.

Section 7. No person is a third party beneficiary of this Agreement and nothing herein requires that the City enforce the provisions hereof; however, any failure to enforce or delay in enforcing the provisions hereof does not constitute a waiver of the City's right to enforce this Agreement. Any single or partial enforcement of any provision hereof does not preclude any other enforcement or the exercise of any other right, power or remedy the City may have.

Section 8. The persons signing this Agreement represent that they have the power to do so on behalf of the party for which they are signing.

IN WITNESS WHEREOF, the City and the Sponsor have caused this Agreement to be signed as of the day and year mentioned above.

City of Las Vegas, Nevada

(SEAL)

By: _____
Carolyn G. Goodman, Mayor Date

Attest:

_____
LuAnn D. Holmes, MMC Date
City Clerk

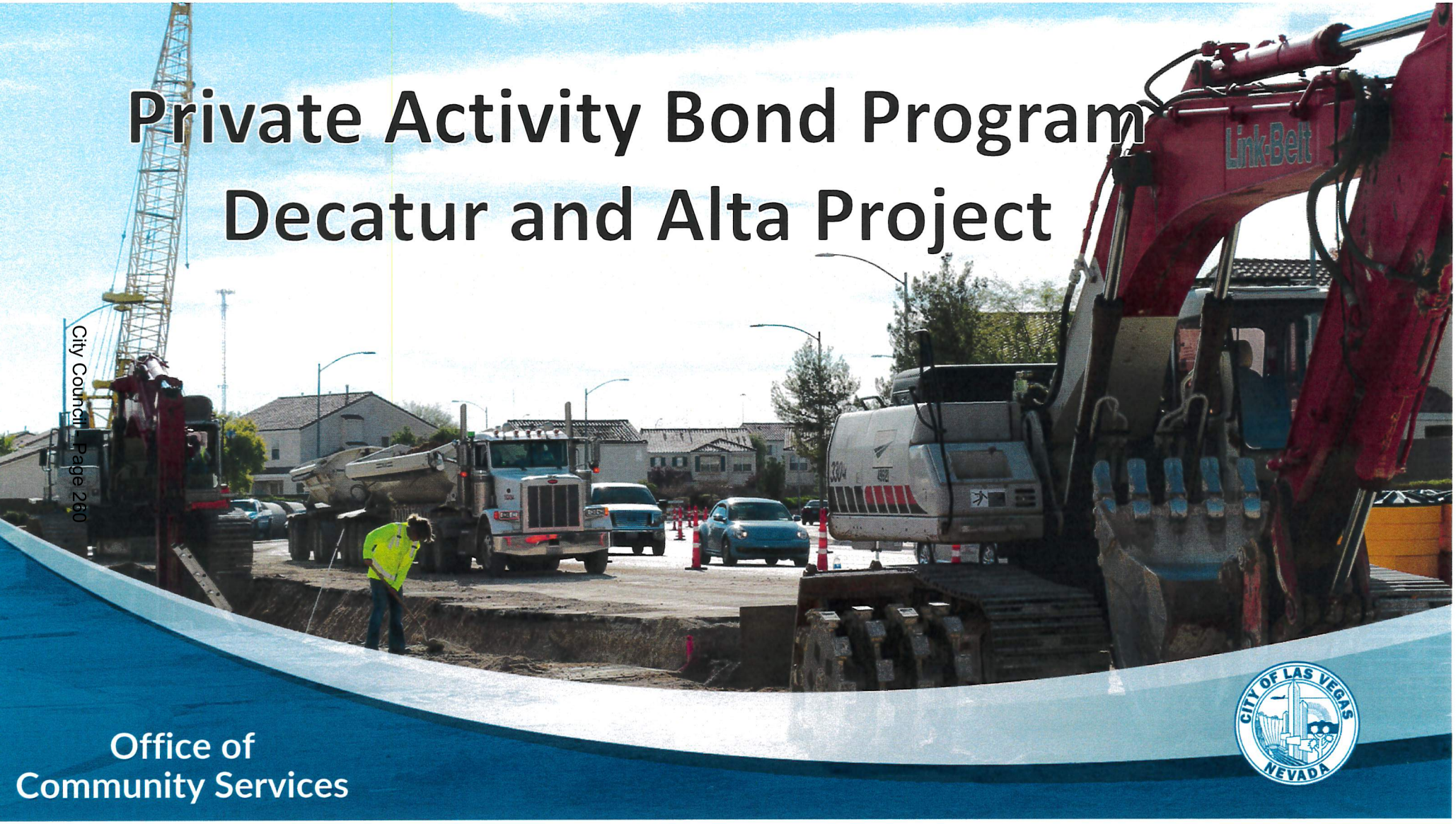
Nevada H.A.N.D, Inc.

Approved as to form:

By: _____
President & C.E.O Date

_____
Deputy City Attorney Date

Private Activity Bond Program
Decatur and Alta Project



Office of
Community Services

Submitted At Meeting

Date 8/7/19 Item 45-46

by: Staff

Private Activity Bond (PAB) program

- Brief Overview of local program
- Highlights of proposed development at Decatur and Alta

PAB Cap Allocation Process Summary

- The Tax Reform Act of 1986 limits the amount of private activity bonds that can be issued each year by each state. The limitation covers multifamily, single family, and industrial development and solid waste bonds.
- The State of Nevada reserves a portion of the total allocation to finance its single-family loan program.
- The remaining balance is allocated to the cities and counties to finance the new construction or acquisition/rehabilitation of multifamily units where a certain percentage of the units will be occupied by low-income households or seniors.

PAB Cap Allocation Process Summary

- Each year, in approximately March or April, the City receives the amount of Private Activity Bond Cap Allocation from the State that is available for distribution.
- City's allocation for 2019 is $33,559,458.11
- The annual volume cap of Private Activity Bonds available for the State of Nevada is the greater of an amount equal to $50 multiplied by the State's population or $150 million.
- A Private Activity Bond deal is substantially a Real Estate deal

Highlights of the (tax-exempt) Private Activity Bond process

- lower than conventional financing cost of capital.

- a tax-exempt bond financed loan will result in an average savings of 125-175 basis points (1.25-1.75%) relative to a conventional loan.

Highlights of the (tax-exempt) Private Activity Bond process

- Typically a multifamily project is entitled to a 4% non-competitive tax credit if 50% or more of the project is financed with tax-exempt bond proceeds.

- Thus, a project's overall lower cost of capital (bond debt + 4% tax credits) means a project that is marginally affordable with conventional financing may be healthy with tax exempt financing.

Highlights of the (tax-exempt) Private Activity Bond process

- All tax-exempt bond financed projects have set aside requirements dictated by federal tax rules.

- Typically, 20% of the units must have an AMI of 50% or below, or 40% of the units must have an AMI of 60% or below.

Steps in the Private Activity Bond (PAB) Process

Prior to submission of application to local government, the developer must complete the following:

a. Marketing Analysis
b. Project Site Location
c. Site Control
d. Zoning Compliance
e. Special Use Approval, if applicable
f. Identify Organizational Structure (i.e. LLC, Trust etc.)

Steps in the Private Activity Bond (PAB) Process

The developer must submit an application with the local government for the Private Activity Bond Cap. The Application must include:

Project Summary / Description and Project Funding Sources

Supporting Documentation

- Map showing the location of the site and the surrounding area
- Photographs of the site and the surrounding area
- Architectural rendering or conceptual drawing of proposed project
- Evidence of site control; one of the following is required:
- Letter from the city of Las Vegas Planning Department verifying that the project conforms in all aspects to the current legal zoning of the property
- Disclosure of Principals (name, business address, telephone number, and percentage of ownership for all persons and entities holding more than 1% interest)

Steps in the Private Activity Bond (PAB) Process

- The Private Activity Bond Cap Allocation Committee recommends projects to the City Council after review of applications
- The City Council then approves the Bond Cap Allocation
- The City Clerk then forwards an Inducement Resolution to the State of Nevada Housing Division transferring an amount of bond cap for all approved projects.

Steps in the Private Activity Bond (PAB) Process

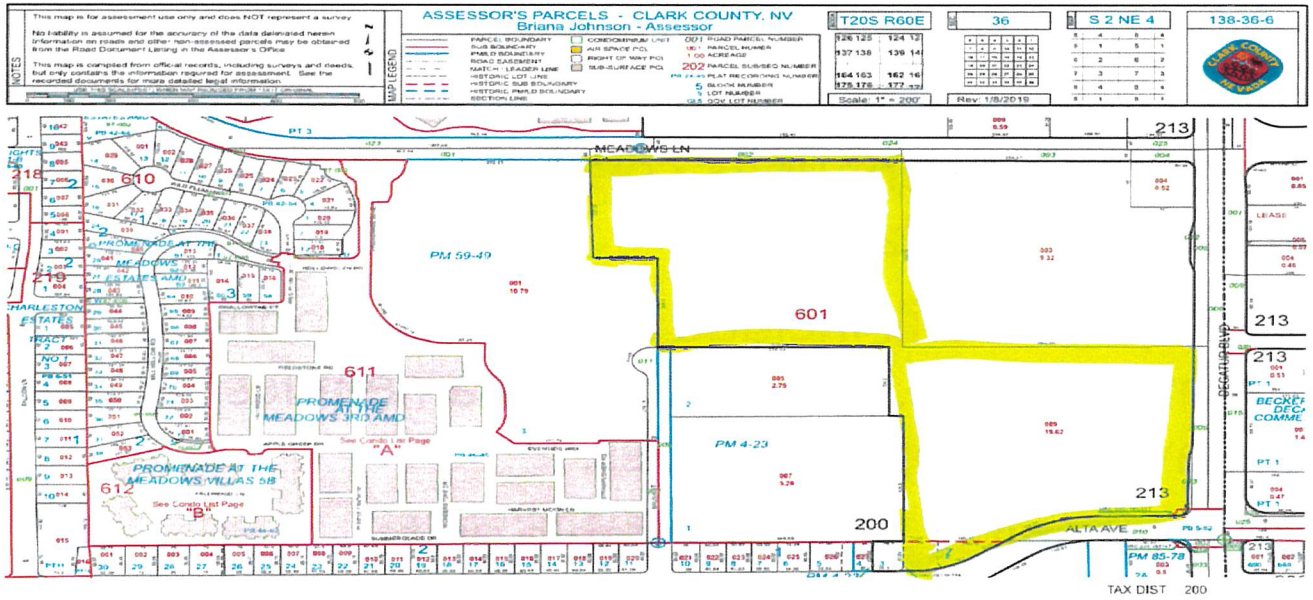
- After allocation is awarded, the developer is required to sign an agreement with the City of Las Vegas for the fund allocation.
- During the development and construction phase, the developer is required to send status reports on the project to the City of Las Vegas every six weeks for rehabilitation projects and every three months for new construction projects.
- Prior to beginning construction, the developer is required to obtain approval on the project design, including the unit sizes, number of units, the proposed grand opening date, etc., from the Office of Community Services and the Councilperson representing the Ward where the project is located.

Steps in the Private Activity Bond (PAB) Process

- The developer must complete and submit the State of Nevada Housing Division application.

- The State Housing Division structures all deals with institutions and developers, sells the bonds, and implements the ongoing regulatory compliance.

Proposed Project – Decatur and Alta



Proposed Project – Decatur and Alta

- Multi-level walk up apartment units and double-loaded corridor apartment units consisting of one, two and three bedroom floor plans.
- Development will include an exercise room, community recreation space, pool and other amenities. Development will have retail opportunities.
- 420 total units (386 affordable units)

Decatur and Alta

- Developers - Nevada HAND & George Gekakis
- Workforce Jobs -50 Construction jobs/5 onsite permanent
- Total Project Costs - Est. $94,547,505

Decatur and Alta

- Private Activity Bonds: $45,368,682 (City $22,684,341 and State $22,684,341)
- Tax Credits: 4% $26,942,489
- Clark County LIHTF: $2,200,000
- City of Las Vegas LIHTF/HOME: $1,800,000 (The application lists City HOME & LIHTF; however, they have not applied for this funding at this time.)
- National Housing Trust Funds: $3,600,000
- Housing Division GAHP Funds: $6,000,000
- Developer Cash: $8,636,334

Questions/Comments?

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
46

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

SUBJECT:
RESOLUTIONS:

R-36-2019 - For possible action to approve a Resolution directing the State Department of Business and Industry to transfer $16,273,016.84 in 2017 State Private Activity Bond Volume Cap to Nevada H.A.N.D., Inc. for the construction of a 420-unit affordable multi-family housing development at 400 South Decatur Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City receives an annual Private Activity Bond Volume Cap allocation from the State of Nevada Department of Business and Industry to finance affordable rental housing developments, single-family mortgages, and industrial development projects. In 2017, the City reserved $16,273,016.84 to finance future affordable rental housing projects in the City to be approved by City Council on or before August 31, 2019. The City is now transferring the $16,273,016.84 to finance the construction of a 420-unit affordable and market rate multi-family affordable housing development at 400 South Decatur Boulevard. This development will provide 396 one-bedroom, two-bedroom, and three-bedroom units with rents ranging from $326 - $1,169 monthly and will accommodate families earning 30-60% of the area median income (AMI). The development will also provide 34 market rate units. The first floor of the project will have retail space available for rent as well.

RECOMMENDATION:
Staff recommends that the City Council approve the resolution and authorizes the Mayor to sign required agreements after the City Attorney has approved them as to form.

BACKUP DOCUMENTATION:
1. Resolution No. R-36-2019

RESOLUTION NO. R-36-19

1. **WHEREAS**, pursuant to the provisions of Ch. 348A of Nevada Revised Statutes and Ch. 348A of the Nevada Administrative Code ("NAC"), there has been allocated to the City of Las Vegas, Nevada (the "City" and the "State", respectively), certain amounts of in tax-exempt private activity bond volume cap; and

2. **WHEREAS**, the City, by a resolution it adopted on August 16, 2017 (the "2017 Resolution"), requested that a portion of the volume cap (in the amount of $16,273,016.84) allocated to the City in the year 2017 (the "2017 Volume Cap") be transferred to the Housing Division (the "Division") of the Department of Business and Industry (the "Department") of which is to be used to finance affordable rental housing projects located in the City which are approved for financing with the Volume Cap by the City Council at a future time, or to the extent such Volume Cap is not so used by August 31, 2019, to finance affordable rental housing projects located anywhere in the State; and

3. **WHEREAS**, the City has not yet designated any projects for the 2017 Volume Cap; and

4. **WHEREAS**, the City has received a request for the 2017 Volume Cap for an affordable rental housing development at 400 S. Decatur Blvd. (the "Project") for Nevada H.A.N.D., Inc. (the "Developer"); and

5. **WHEREAS** the City desires to allocate all of the 2017 Volume Cap to the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA:

Section 1. The City hereby requests that the Division use all $16,273,016.84 of the 2017 Volume Cap for the 400 S. Decatur Blvd. Project for the Developer.

Section 2. The designation and allocation made in Section 1 is subject to the condition that the Project Sponsor executes an agreement in substantially the form attached as Exhibit "A."

Section 3. In the event the condition listed in Section 2 is not met for the Project, or in the event that the condition is met but bonds issued for that project do not fully use the allocation made to that project, the Division is requested to use that allocation or the remaining part of that allocation for one or more other affordable rental housing projects located in the City, the financing of which is approved by the City Council, or for any projects for which that Volume Cap can legally be used in the City or elsewhere in the State of Nevada, if the City has not approved other financings that use that Volume Cap prior to August 07, 2019.

Section 4. The Mayor and City Clerk are hereby authorized to execute and deliver on behalf of the City, an Agreement with the Developer, in substantially the form attached hereto as Exhibit "A."

Section 5. Pursuant to Ch. 348A of NRS, the Director of the Department may communicate regarding this Resolution with Patrick Petrie of the City by telephone at (702) 229-6681 or e-mail, at ppetrie@LasVegasNevada.gov, or by mail at Patrick Petrie, Office of Community Services, City Hall, 5th Floor, at 495 S. Main St., Las Vegas, NV 89101.

Section 6. Nothing in this Resolution obligates the City to issue bonds for any particular project or to grant approvals for a project or constitutes a representation that such bonds will be issued, that such projects will be approved, or that any city Volume Cap other than the amount outlined in Section 1 will be made available for any particular project.

Section 7. This Resolution may be amended or repealed at any time by the City at its sole discretion before bonds are issued that use the Volume Cap described herein. After such bonds are issued, this Resolution may not be amended or repealed in such a manner as to change the allocation of Volume Cap to the bonds which have been issued.

Section 8. This Resolution shall be effective upon its passage and approval.

PASSED, ADOPTED AND APPROVED this 7th day of August, 2019.

(SEAL)

Carolyn G. Goodman, Mayor Date

Attest:

By: LuAnn B. Holmes, MMC Date
City Clerk

Approved as to form:

Deputy City Attorney 7-10-19 Date

EXHIBIT "A"

AGREEMENT

This Agreement is entered into on this ____ day of _____, _____ between the City of Las Vegas, Nevada (the City) and _____ (the Sponsor), of that certain affordable rental housing project known as the _____(the Project).

WHEREAS, the Sponsor has submitted an application to the City for allocation of a part of the City's private activity bond Volume Cap in order for the Sponsor to finance the Project; and

WHEREAS, the City is inclined to allocate a portion of its private activity bond Volume Cap to the Project; and

WHEREAS, in so allocating its Volume Cap, the City is relying on representations made by the Sponsor in its application to the City with respect to the nature of the Project and other matters.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND AGREEMENTS CONTAINED HEREIN, IT IS HEREBY AGREED AS FOLLOWS:

Section 1. The City will as provided in the resolution adopted by the City Council of the City (the "Resolution") allocate a portion of its bond Volume Cap to the Project under the conditions and for the term provided in the Resolution. Such allocation of bond Volume Cap is based on the representations contained in the Sponsor's application as to the nature of the Project and other matters stated in that application.

Section 2. The Sponsor agrees to provide incremental progress reports, at six-week intervals if the Project is a rehabilitation Project and at 3 months intervals if the Project is a new construction project.

Section 3. The Sponsor agrees not to make any change in the Project or in any other of the items described in its application without obtaining consent of the Director of the City's Office of Community Services or a designee.

Section 4. This Agreement shall be effective on the date of its execution and remain in effect until the bonds which use the Volume Cap allocation described herein have been paid in full.

Section 5. This Agreement does not provide any City endorsement of the Project or any City representation as to the Project or the issuance of bonds for the Project, other than an allocation of private activity bond Volume Cap as provided in the Resolution. It is understood that the private activity bond Volume Cap will be transferred to the State of Nevada, and that the State of Nevada in its sole discretion will determine whether to finance the Project with the issuance of bonds. Other than the allocation of bond Volume Cap mentioned above, this Agreement in no way binds the City to the Project, and prior to the issuance of bonds which use this Volume Cap, the City may, in its sole discretion, amend or repeal the Resolution; but after the issuance of bonds which use this Volume Cap, the City will not amend the Resolution in a manner which changes the allocation of Volume Cap to the bonds which have been issued.

Section 6. In the event the Sponsor breaches this Agreement, the City may sue for specific performance hereof by the Sponsor, may pursue legal action against the Sponsor, may use whatever other remedies may be available to it at law or in equity or may pursue any combination thereof. The Sponsor agrees to pay any of the City's attorney fees incurred in enforcing the terms of this agreement. If bonds have been issued which rely on the allocation of bond Volume Cap made by the Resolution, a breach of this Agreement will not result in forfeiture of bond Volume Cap which has been used for those bonds, but may, at the option of the City, result in forfeiture of any part of the bond Volume Cap described herein which has not been used by the issuance of bonds.

Section 7. No person is a third party beneficiary of this Agreement and nothing herein requires that the City enforce the provisions hereof; however, any failure to enforce or delay in enforcing the provisions hereof does not constitute a waiver of the City's right to enforce this Agreement. Any single or partial enforcement of any provision hereof does not preclude any other enforcement or the exercise of any other right, power or remedy the City may have.

Section 8. The persons signing this Agreement represent that they have the power to do so on behalf of the party for which they are signing.

IN WITNESS WHEREOF, the City and the Sponsor have caused this Agreement to be signed as of the day and year mentioned above.

City of Las Vegas, Nevada

(SEAL)

By: _____
Carolyn G. Goodman, Mayor Date

Attest:

_____
LuAnn D. Holmes, MMC Date
City Clerk

Nevada H.A.N.D, Inc.

Approved as to form:

By: _____
President & C.E.O Date

_____
Deputy City Attorney Date

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
47

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

SUBJECT:
RESOLUTIONS:

R-37-2019 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Unit Incentive Program (MFR-UIP) Agreement between the RDA and KLA Capital Series, LLC and BK Nevada, LLC (Owner) located at 322 North 14th Street (APN 139-35-212-028), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area Ward 5 (Crear) [NOTE: This item is related to RDA Item 6 (RA-8-2019)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting KLA Capital Series, LLC and BK Nevada, LLC with the cost of improvements to the property located at 322 North 14th Street (APN 139-35-212-028). Approval will adopt findings that the Multifamily Residential Unit Incentive Program Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-37-2019
2. Public Purpose Impact Analysis Report
3. Site Map

RESOLUTION NO. R-37-2019

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT PROGRAM AGREEMENT ("MFR-UIP") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND KLA Capital Series, LLC and BK Nevada, LLC ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-35-212-028

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

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

WHEREAS, the Agency approved on November 1, 2017 the Multifamily Residential Unit Improvement Program Agreement ("the MFR-UIP") in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the interior space of the residential units of such multifamily properties ; and;

WHEREAS, the Agency approved on January 3, 2018 the form of agreement for the Multifamily Residential Unit Improvement Program (the "MFR-UIP Agreement"); and

WHEREAS, KLA Capital Series, LLC and BK Nevada, LLC (the "MFR-UIP PARTICIPANT") is the owner of the real property located at 322 NORTH 14TH STREET (the "Site"), and is undertaking certain interior improvements to the property in accordance with the MFR-UIP; and

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

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

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the MFR-UIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the MFR-UIP PARTICIPANT for making physical interior improvements to the building or property located on the Site, all as more fully set forth in the Agreement.

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

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing said improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the MFR-UIP PARTICIPANT concerning the improvements to the building on the Site.

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

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

_____ 7-25-19
Date

EXHITBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT INCENTIVE AGREEMENT
(Owner)

THIS MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT INCENTIVE AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2019, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and KLA Capital Series, LLC, a Nevada limited liability company and BK Nevada, LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business owners and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into existing commercial and residential structures in the Agency redevelopment area and to attract to or maintain housing in such redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency has approved a Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of assisting property owners with undertaking the rehabilitation and renovation of multifamily residential properties, upgrades to multifamily properties that have changed ownership, and the conversion of offices/retail/industrial properties to multifamily residential; and

WHEREAS, Owner has agreed to construct the Project Improvements (defined below); and

WHEREAS, the Agency shall reimburse the Owner for any pre-approved qualified interior unit improvements ("Unit Improvements"), which the Agency has determined are significant in character, up to a maximum of Fifty Thousand Dollars and 00/100 ($50,000.00) (the "Agency Funds"),; and

WHEREAS, the Owner desires to participate in the MFR-UIP pursuant to the terms and provisions of this Agreement.

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

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

SECTION 2: PARTIES TO THE AGREEMENT. Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities.

Owner is KLA Capital Series, LLC, a Nevada limited liability company and BK Nevada, LLC, a Nevada Limited Liability Company. Owner's principal office is located at 3722 Las Vegas Boulevard South #1604E, Las Vegas, NV 89158. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

SECTION 3: IMPROVEMENTS TO THE UNITS AND PROJECT BUDGET. Owner shall complete the Unit Improvements according to the Scope of Work and Tentative Schedule of Unit Improvements, which is attached hereto as Attachment "4" and by this reference is made a part hereof. The Scope of Work and Tentative Schedule of Unit Improvements shall provide a line item budget, acceptable to the Agency, for all work to be performed. Within thirty (30) days of execution of this Agreement by the Agency, Owner agrees to commence, or cause the commencement of the Unit Improvements, pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFR-UIP Guidelines. The Unit Improvements shall be completed within one hundred eighty (180) days of commencement of work. Additional time may be given for completion of the Unit Improvements upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Unit Improvements also shall be referred to as the "Project" hereinafter. The Agency during construction of the Unit Improvements shall maintain a right of access to the Project in order to determine the status of the construction of the Unit Improvements and compliance with this Agreement, provided that the Agency gives the Owner a minimum of twenty-four (24) hours written, advance notice prior to entering the office building. Owner acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Owner's strict agreement to commence and complete the Unit Improvements by the required dates and any failure of Owner to commence and complete the Unit Improvements by the required dates will be a material default of Owner under this Agreement giving Agency the right to immediately terminate this Agreement.

Owner hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Unit Improvements, (ii) Agency does not warrant in any manner the suitability or construction of the Unit Improvements, (ii) except for the payment of the Agency Funds pursuant to the terms of this Agreement, Agency is not in any way or manner obligated or liable for the payment of the cost of the Unit Improvements, (iii) Owner hereby releases and waives any and all claims and causes of action against Agency in any way related to the design, construction and payment for the Unit Improvements except for the payment of the Agency Funds pursuant to the terms of this Agreement and (iv) Owner hereby agrees to indemnify and hold harmless Agency from any from and against any and all liens, demands, liabilities, causes of action, judgments, costs, claims, damages, suits, losses and expenses, or any combination thereof, including attorneys' fees, of any nature, kind or description, relating in any way to the Unit Improvements.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Owner in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If Owner is unable to obtain three (3) or more competitive bids, Owner shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Disbursement of the Agency Funds shall be made to as directed in writing by Owner upon completion of all of the following conditions for the benefit of Agency:

1. Agency has completed an inspection and review of the Property and determined that all the Unit Improvements have been fully completed pursuant to the plans and other documents submitted by Owner and approved by Agency in accordance with the MFR-UIP Guidelines. Owner agrees to facilitate and cooperate with Agency in conducting such review and inspection of the Property. Owner shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.
2. A Certificate of Completion of Construction, in the form of Attachment "5", has been issued.

Upon receipt of the above, Agency shall disburse the Agency Funds within thirty (30) days to Owner.

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. Owner must comply with all development standards applicable to the Scope of Work, including but not limited to, the Zoning Code of the City of Las Vegas, the Building Code of the City of Las Vegas, and the Fire Code of the City of Las Vegas and all other applicable laws, rules and/or regulations.

SECTION 7: RESERVED

SECTION 8: UNRELATED IMPROVEMENTS. Nothing herein is intended to limit, restrict or prohibit the Owner from undertaking any other work in or about the subject premises which is unrelated to MFR-UIP provided for in this Agreement.

SECTION 9: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project as contemplated by this Agreement complies with the MFR-UIP Guidelines and therefore would be deemed a substantial benefit to the Redevelopment Area. The Agency finds that the Project, upon completion, would achieve one or more of the following:

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

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

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

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

SECTION 10: CONFLICTS OF INTEREST AND DISCLOSURE REQUIREMENTS. No member, official or employee of the Agency shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. Owner warrants to Agency that it not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement. No member, official or employee of the Agency shall be personally liable to the Owner in the event of any default or breach by the Agency or for any amount which may become due to the Owner or on any obligations under the terms of this Agreement. Pursuant to Resolution RA-4-99 adopted by the governing board of the Agency effective October 1, 1999, Owner warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "6" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Owner or any principal member of Owner. Until such time as the Agency Funds are disbursed, Owner shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 11: DEFAULTS AND REMEDIES. Failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement ("Event of Default"). In connection with any default of Owner or Agency under this Agreement, the non-defaulting party shall have the right to terminate immediately this Agreement upon written notice to the defaulting party without any cure right for the benefit of the defaulting party. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the District Court, County of Clark State of Nevada, in any other appropriate court in that county, or in the Federal District Court in the appropriate district of Nevada. The non-defaulting party may also, at its option, cure the breach and sue in any court of proper jurisdiction to collect the reasonable costs incurred by virtue of curing or correcting the defaulting party's breach. Further, the non-defaulting party may file

legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement. Upon occurrence of an Event of Default by either the Owner or the Agency during the existence of this Agreement, the non-defaulting party, at its option, may institute an action for specific performance of the terms and obligations (including the payment of any monetary obligation) of this Agreement. During the existence of this Agreement and upon the occurrence of an Owner Event of Default, the Agency shall have the right to terminate, and this Agreement shall so terminate, on the date specified in the written notice. In the event of termination of this Agreement by the Agency, then any obligation of Agency to disburse the Agency Funds shall terminate and be null and void and (ii) Owner agrees to return any and all Agency Funds heretofore paid shall be returned to Agency pursuant to the provisions of this Agreement within ten (10) calendar days after the termination date. Failure to return any and all Agency Funds paid to the Owner shall entitle the Agency to pursue any of the Agency's remedies, legal and equitable, as permitted by law.

SECTION 12: SUBSEQUENT AGENCY APPROVALS. Any approvals of the Agency required and permitted by the terms of this Agreement may be given by the Executive Director of the Agency or such other person that the Executive Director designates in writing.

SECTION 13: TERM. Unless sooner terminated pursuant to the terms of this Agreement, the term of this Agreement shall expire at the earlier of (i) disbursement of the Agency Funds by Agency and (ii) 180 days after the Effective Date.

SECTION 14: SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalidated, it shall be deemed to be severed from this Agreement and the remaining provisions shall remain in full force and effect.

SECTION 15: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 16: NOTICES. Notices shall be in writing and shall be given by personal delivery, by deposit in the United States mail, certified mail, return receipt requested, postage prepaid, or by express delivery service, freight prepaid, in each case by delivery to the Owner and the Agency at the addresses set forth in this Agreement or at such other address as a party may designate in writing. The date notice given shall be the date on which the notice is delivered, if notice is given by personal delivery, or five (5) calendar days after the date of deposit in the United States mail ail or with an express delivery service.

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

If to the Owner:
KLA Capital Series, LLC and BK Nevada, LLC
Attn: Adam Fouladbakhah and Farzin Khalkhali
3722 Las Vegas Boulevard South #1604E
Las Vegas, NV 89158

SECTION 17: CAPTIONS. The captions contained in this Agreement are for the convenience of the parties and shall not be construed so as to alter the meaning of the provisions of the Agreement.

SECTION 18: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. THIRD PARTY RIGHTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency, and Owner. Nothing in this Agreement shall confer upon any other third party of any type or sort other than the Owner and Agency any rights or remedies under or by reason of this Agreement, including, without limitation, any parties providing and/or supplying labor and/or materials to the Project and any claims or causes of action that any third party may have related to payment for labor and/or materials provided and/or supplied to the Project.

SECTION 19: COUNTERPARTS; ELECTRONIC DELIVERY. This Agreement may be executed in counterparts, all such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

SECTION 20: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2019 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

_____, 2019

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

KLA Capital Series, LLC

By: _____
Adam Fouladbakhah, Managing Member
"Owner"

BK Nevada, LLC

By: _____
Farzin Khalkhali, Managing Member
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

LIST OF ATTACHMENTS

ATTACHMENT "1"	DESCRIPTION OF PROJECT
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	FORM OF BUILDING MAINTENANCE AGREEMENT
ATTACHMENT "4"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "5"	CERTIFICATE OF COMPLETION OF CONSTRUCTION
ATTACHMENT "6"	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"

DESCRIPTION OF PROJECT

The current 8 units of multifamily housing in the redevelopment area were not maintained by the previous owners and are run down and dilapidated. The new owners are remodeling the units inside and out and will employ at least 2 FTEs post completion. The MFRUIP funds will be used to assist with renovating bathrooms, kitchens and HVAC for each unit plus new flooring and paint. The property owner is also improving the landscaping, significantly improving the appearance within the neighborhood.

ATTACHMENT "2"

Proof of Ownership

See attached

Inst #: 20181218-0002381
Fees: $40.00
RPTT: $2728.50 Ex #:
12/18/2018 02:47:19 PM
Receipt #: 3590389
Requestor:
OLD REPUBLIC TITLE
Recorded By: COJ Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

R.P.T.T.: $2,728.50
APN: 139-35-212-027, 139-35-212-028

Title Order No. 5115040223
Escrow No. 5115040223

WHEN RECORDED MAIL TO:
KLA Capital Series LLC and BK Nevada Investments, LLC
3722 Las Vegas Boulevard South
Unit 1604E
Las Vegas, NV 89158
MAIL TAX STATEMENTS TO:
Grantee at address above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Mark Lauteren as Executor of the Estate of Herb E. Lauteren, as to Parcel I and H.C. Lauteren LLC, a Nevada limited liability company, successor-in-interest by conversion to HC Lauteren LTD, a Nevada Corporation, as to Parcel II

hereby GRANT(S), BARGAIN(S), SELL(S) AND CONVEY(S) to

KLA Capital Series LLC, a Nevada limited liability company on behalf of and for the benefit of KLA Capital Series LLC, Series 1, a Nevada limited liability company, as to an undivided 51% interest and BK Nevada Investments, LLC, a Nevada limited liability company, as to an undivided 49% interest, as Tenants-In-Common ,

that property in Clark County, Nevada, described as:

See "Exhibit A" attached hereto and made a part hereof.

See page two (2) for Signatures and Notary Acknowledgement

SIGNATURES AND NOTARY ACKNOWLEDGEMENT FOR GRANT, BARGAIN AND SALE DEED

Estate of Herb E. Lauteren

By: Mark Lauteren, Executor

Executor

H.C. Lauteren LLC, a Nevada limited liability company

By: The Herb Lauteren Trust, dated May 10, 2006, Sole Member & Manager

By: Mark Lauteren, Successor Trustee

Successor, Trustee

State of ~~Benton~~ Washington
County of Benton

This instrument was acknowledged before me on 12-14-2018
by Mark Lauteren as Executor of the Estate of Herb E. Lauteren.

Signature of notarial officer

JUAN E MENDEZ
COMMISSION EXPIRES
NOTARY
PUBLIC
07-10-2019
STATE OF WASHINGTON

State of Washington
County of Benton

This instrument was acknowledged before me on 12-14-2018
by Mark Lauteren as Successor Trustee of The Herb Lauteren Trust dated May 10, 2006 as Sole Member and Manager of H.C. Lauteren, LLC, a Nevada limited liability company, successor-in-interest by conversion to HC Lauteren LTD, a Nevada Corporation.

Signature of notarial officers

JUAN E MENDEZ
COMMISSION EXPIRES
NOTARY
PUBLIC
07-10-2019
STATE OF WASHINGTON

ORDER NO. : 5115040223

EXHIBIT A

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Parcel I:

Lot Four (4) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lot Four (4) as conveyed to the City of Las Vegas By Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-027

Parcel II:

Lots Two (2) & Three (3) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lots Two (2) and Three (3) as conveyed to the City of Las Vegas By Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-028

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   139-35-212-027, 139-35-212-028,

2. Type of Property
   a)☐ Vacant Land b)☐ Single Fam. Res.
   c)☐ Condo/Twnhse d)☐ 2-4 Plex
   e)☒ Apt. Bldg f)☐ Comm'l/Ind'l
   g)☐ Agricultural h)☐ Mobile Home
   ☐ Other_____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes:

3. Total Value/Sales Price of Property $535,000.00
   Deed in Lieu of Foreclosure Only (value of property) (0.00)
   Transfer Tax Value $535,000.00
   Real Property Transfer Tax Due $2,728.50

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____
   _____

5. Partial Interest: Percentage being transferred: 100%
   The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Mark Lauteren Capacity: Grantor

Signature _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)
Mark Lauteren as Executor of the Estate of Herb E. Lautern and H.C. Lauteren LLC
2765 Sawgrass Loop
Richland, WA 99354

BUYER (GRANTEE) INFORMATION (REQUIRED)
KLA Capital Series LLC and BK Nevada Investments, LLC
3722 Las Vegas Boulevard South
Unit 1604E
Las Vegas, NV 89158

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Old Republic Title Company of Nevada
4730 S. Fort Apache Road, Suite 100
Las Vegas, NV 89147

Escrow #: 5115040223-MR

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   139-35-212-027, 139-35-212-028,

2. Type of Property
   a)☐ Vacant Land b)☐ Single Fam. Res.
   c)☐ Condo/Twnhse d)☐ 2-4 Plex
   e)☒ Apt. Bldg f)☐ Comm'l/Ind'l
   g)☐ Agricultural h)☐ Mobile Home
   ☐ Other_____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes:

3. Total Value/Sales Price of Property $535,000.00
   Deed in Lieu of Foreclosure Only (value of property) (0.00)
   Transfer Tax Value $535,000.00
   Real Property Transfer Tax Due $2,728.50

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____
   _____

5. Partial Interest: Percentage being transferred: 100%
   The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity: Grantor

Signature _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)
Mark Lauteren as Executor of the Estate of Herb E. Lautern and H.C. Lauteren LLC
2765 Sawgrass Loop
Richland, WA 99354

BUYER (GRANTEE) INFORMATION (REQUIRED)
KLA Capital Series LLC and BK Nevada Investments, LLC
3722 Las Vegas Boulevard South
Unit 1604E
Las Vegas, NV 89158

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Old Republic Title Company of Nevada
4730 S. Fort Apache Road, Suite 100
Las Vegas, NV 89147

Escrow #: 5115040223-MR

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

ATTACHMENT "3"
FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 139-35-212-028

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

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

BUILDING MAINTENANCE AGREEMENT

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

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 322 NORTH 14TH STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-35-212-028; and

WHEREAS, the Property is located within the City of Las Vegas Redevelopment Area (the "Redevelopment Area"), and in furtherance of the Redevelopment Plan for the Redevelopment Area, the Agency approved a Multifamily Residential Unit Improvement Program (the "MFR-UIP") for the purpose of revitalization and elimination of blighting influences in the Redevelopment Area; and;

WHEREAS, Owner has installed certain improvements to the Property pursuant to that certain Multifamily Residential Unit Improvement Incentive Agreement entered into between agency and Owner ("MFR-UIP Agreement") whereby Agency provided partial funding for the construction and/or installation of improvements and upgrades to the residential building located on the Property; and

WHEREAS, Owner has completed the work to the Property described in the MFR_UIP Agreement; and

WHEREAS, by the terms of the MFR-UIP Agreement, Owner is required to enter into an agreement for a period of five (5) years giving the Agency authority to lien the Property to ensure that the

improvements described in Exhibit "B" attached hereto (the "Unit Improvement Area"), will be diligently maintained and that violations will be corrected promptly; and

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

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

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

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

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

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

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

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

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

f) Landscaping will be kept watered, trimmed, repaired to keep a consistence appearance as to when first installed.

g) All interior cabinets, flooring, plumbing, lighting, fixtures, sinks, tubs/showers, faucets, and other unit improvements be maintained and repaired in accordance with the City of Las Vegas Building Code as well as the standard for market rate multifamily residential units less normal wear.

h) Fire alarms, fire extinguishers, smoke alarms and other fire notification and suppression systems are to be operable and maintained in accordance with the City of Las Vegas Fire Code at all times.

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

In the event of default, in addition to any other remedies available to Agency at law or in equity, Agency in its sole and absolute discretion may enter the Property and cure the default at Owner's cost at any time after giving not less than thirty (30) days' notice ("Notice of Default") to Owner, which Notice of Default shall state the Agency's intent to enter the Property and shall specify in reasonable detail the work or correction the Agency intends to perform. Upon such notice, Owner agrees to facilitate Agency's access to the overall Property and to specific Units in order to cure such default and correct such default. Owner agrees to reimburse Agency for all costs incurred by Agency in the work and/or correction.

In the event Agency elects not to cure the default, Agency shall have the right to demand in writing reimbursement from Owner of all funds advanced to Owner under the MFR-UIP Agreement. Upon such demand, Owner shall reimburse Agency of all funds advanced to Owner under the MFR-UIP Agreement within thirty (30) days of such written demand.

Owner hereby grants to Agency a lien on the Property to secure the payment of any amounts owned to Agency by Owner under this Agreement not paid when due as well as costs of collection, including, without limitation, attorneys' fees and court costs. Agency may execute and record a document setting forth the amount of delinquent sums due to Agency and the fact that a lien exists to secure the repayment thereof.

4. Hold Harmless. Owner shall waive any and all claims for damage or loss as a result of Agency's entry onto the Property. Owner shall defend, indemnify and hold harmless Agency, its employees, officers, agents and contractors from and against any and all liability, loss, expense, including

reasonable attorney's fees or claims for injury or damage caused by or as a result of the Agency, its employees, officers, agents or contractors entry onto the Property. Notwithstanding the foregoing, the above waiver and indemnity shall not apply with respect to any negligent acts or omissions or willful misconduct by the Agency, its employees, officers, agents and/or contractors.

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

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

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

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

OWNER: KLA Capital Series, LLC and BK Nevada, LLC
Attn: Adam Fouladbakhah and Farzin Khalkhali
3722 Las Vegas Boulevard South #1604E
Las Vegas, NV 89158

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

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

advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

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

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

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

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

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

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

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

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

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

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

KLA Capital Series, LLC

By:_____ Date: _____
Name: Adam Fouladbakhah
Title: Owner

And

BK Nevada, LLC

By:_____ Date: _____
Name: Farzin Khalkhali
Title: Owner

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

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Adam Fouladbakhah as Owner of KLA Capital Series, LLC.

_____
Notary Public in and for said County and State

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Farzin Khalkhali as Managing Member/Owner of BK Nevada, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Parcel I:

Lot Four (4) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lot Four (4) as conveyed to the City of Las Vegas by Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-027

Parcel II:

Lots Two (2) & Three (3) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lots Two (2) and Three (3) as conveyed to the City of Las Vegas by Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-028

EXHIBIT B

DESCRIPTION OF THE UNIT IMPROVEMENT AREA

Unit Improvement Area: The area consisting of the building, which is an eight unit apartment building with two floors, located in downtown LV, RDA tax district 203, R-3, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all interior improvements described in the MFR-UIP Agreement as well as exterior wall planes, window, doors, fascias, awnings, parking area, and other architectural projections.

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

ATTACHMENT "4"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF UNIT IMPROVEMENTS

8 Unit Apartment Building
322 N. 14th Street
Las Vegas, Nevada, 89101

Interior Improvements

	$
Bathroom Vents	1,240
Cabinets	9,780
Demolition	6,400
Dirt & Concrete	1,745
Doors & Hardware	5,736
Drywall	4,400
Drywall Taping	5,200
Electrical	18,792
Excavation	1,872
Hardware	7,600
Insulation	2,800
Interior Tile & Flooring	13,120
Mill Work	2,800
Mirrors & Medicine Cabinets	1,720
Paint Interior	3,360
Plumbing	13,312
Tub & Shower	1,200
Clean Up	1,250
Common Labor	1,000
HVAC	2,880
Temporary Facility & Trash	2,400
Total	108,607

ATTACHMENT "5"

Certificate of Completion of Construction

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, pursuant to the Multifamily Residential Unit Improvement Agreement ("Agreement") dated _____, 2019, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to KLA Capital Series, LLC and BK Nevada, LLC, or their permitted assignee(s) (collectively the "Owner") for construction and development of a certain redevelopment project situated in the City of Las Vegas, Nevada, described on Attachments "A" and "B", attached hereto and made a part hereof (the "Site"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction on the Site or a phased portion of the Site has been substantially completed in compliance with the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Owner with a Certificate of Completion upon completion of all construction, or a portion of the Site which Certificate shall be in such form as to permit it to be recorded in the Recorder's Office of Clark County; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction on the Site or a phased portion of the Site required by the Agreement.

Now, therefore:

1. The Owner hereby certifies to the Agency that all construction on the Site has been completed in compliance with the Agreement.

2. The Agency agrees and docs hereby certify that the construction of the Site have been fully and satisfactorily performed and completed as required by the Agreement.

3. This Certificate of Completion may be executed in counterparts, all such counterparts will constitute the same Certification of Completion 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 Agency has executed this Certificate this _____ day of _____, 2019.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

KLA Capital Series, LLC

By: _____
Adam Fouladbakhah, Managing Member
"Owner"

BK Nevada, LLC

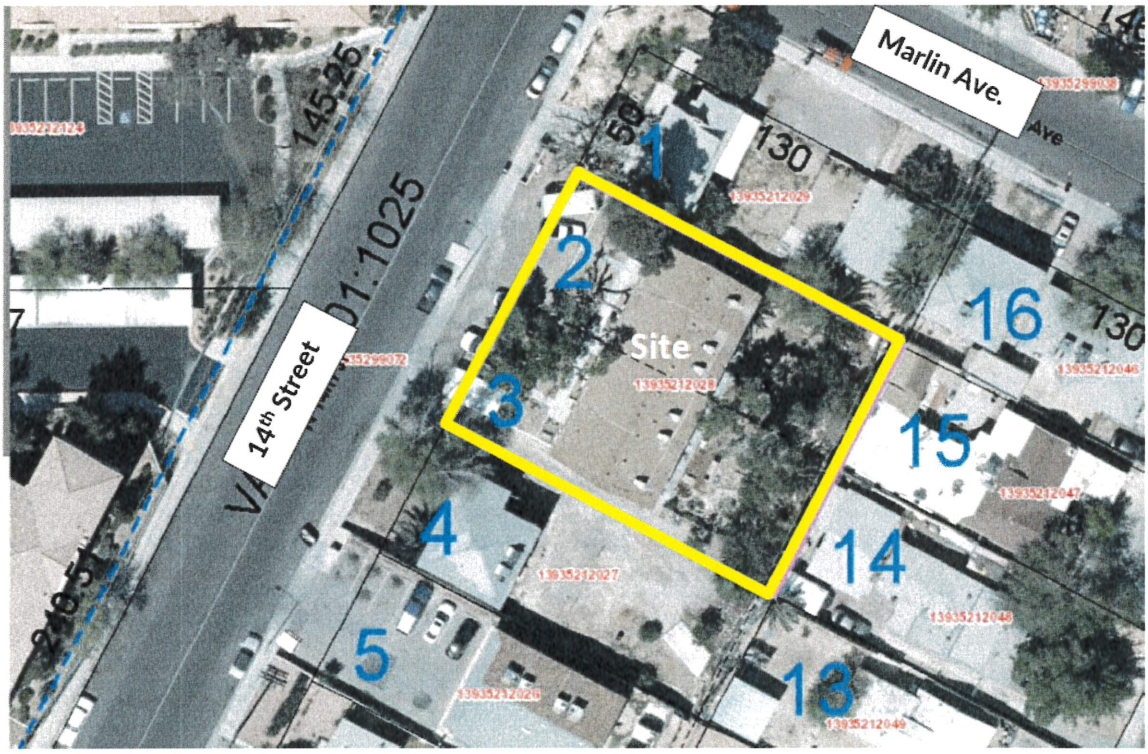
By: _____
Farzin Khalkhali, Managing Member
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTACHMENT "A"

SITE MAP
322 N. 14th Street, Las Vegas, NV 89101
KLA Capital Series, LLC & BK Nevada, LLC



ATTACHMENT "B"

Legal Description

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Parcel I:

Lot Four (4) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lot Four (4) as conveyed to the City of Las Vegas by Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-027

Parcel II:

Lots Two (2) & Three (3) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lots Two (2) and Three (3) as conveyed to the City of Las Vegas by Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-028

ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – PROPERTY OWNER

See Attached

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS - REAL PROPERTY

MFR Contracting Entity Information

Corporate Name:

KLA Capital Series, LLC & BK Nevada Investments, LLC

Mailing Address:

3722 Las Vegas Blvd South #1604E, Las Vegas NV 89158

Business Phone Number:

702-468-5999

Tax ID or Social Security Number:

82-4712349

Ownership Interest

Estate in Severalty _____ Tenancy in Common X Joint Tenancy _____

Disclosure of Ownership/Principals:

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

Full Name & Title	Business Address	Business Phone
KLA CAPITAL:		
Adam Fouladbakhs, Managing Member	1818 Industrial Road #201, Las Vegas NV 89102	702-468-5999
BK NEVADA:		
Farzin Khalkhali, Managing Member	6076 Bristol Parkway #104, Culver City CA 90230	310-645-1500

Continued on page 8

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY (continued)

MFR Contracting Entity Information

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document:

_____

_____

Date of Attached Document:

_____

Number of pages: _____

Continued on page 9

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY
(continued)

Certification of Disclosure of Ownership/Principal – Real Property

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

Signature: _____

Date: 5.15.19

State of Nevada

County of Clark

This instrument was acknowledged before me on

MAY 15TH, 2019 (date) by

ADAM DAVID FOULADPANSH (name of person)

_____

Notary Public

Notary Public

OCIEL ZUNIGA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-24-2021
Certificate No: 17-3540-1

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY
(continued)

Certification of Disclosure of Ownership/Principal – Real Property

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

Signature:

Fazi [illegible]

Date:

7/10/19

State of Nevada

County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

_____

Notary Public

Notary Public

Please see attached
CA Notary acknowledgment

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 }

On July 10th, 2019 before me, Jennifer Joy, Notary Public
(Here insert name and title of the officer)

personally appeared Farzin Khalkhali,

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.

Notary Public Signature _____ (Notary Public Seal)

JENNIFER JOY
Commission No. 2154578
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires MAY 24, 2020

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

MFP Disclosure of Ownership / Principals - Real Property
(Title or description of attached document)
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

ATTACHMENT "7"

Participant Affidavit and Employment Plan

See attached

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

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

1. I am a corporate officer, managing member, or sole proprietor of the KLA Capital Series, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 322 N 14th Street, Las Vegas NV 89101 ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I own the site.

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

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

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

Continued on page 11

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

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

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ADF _____(initial) Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ADF _____(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ADF _____(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ADF _____(initial)
5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this 15TH day of MAY, 2019.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 15TH day of MAY, 2019, by ADAM D FOWLKES

NOTARY PUBLIC
My Commission Expires: 08/24/2021

OCIEL ZUNIGA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-24-2021
Certificate No: 17-9840-1

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

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

1. I am a corporate officer, managing member, or sole proprietor of the BK Nevada Investments LLC company duly organized in the State of Nevada as a LLC (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 322 N 14th Street, Las Vegas NV 89101 ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I own the site.

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

   a. Encourage the creation of new business or other appropriate development: ■
   b. Create jobs or other business opportunities for nearby residents: ☐
   c. Increase local revenues from desirable sources: ■
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located: ■
   e. Possess attributes that are unique, either as to type of use or level of quality and design: ■
   f. Require for their construction, installation or operation the use of qualified and trained labor: ■ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ■

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as **checked** by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the property owner: ☐ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance: ☐ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight: ■ or

   d. The exterior improvements to the property do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

Continued on page 11

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

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

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. FK (initial) ←
      Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. FK (initial) ←
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. FK (initial) ←
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. FK (initial) ←
5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this 10th day of July, 2019.

Authorized Signature: Fayiz [illegible]

SIGNED AND SWORN TO before me

this _____ day of _____, by _____.

Please see attached CA jurat

NOTARY PUBLIC
My Commission Expires:

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 10th day of July,

20 19 by Farzin Khalkhali,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JENNIFER JOY
Commission No. 2154578
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires MAY 24, 2020

Signature (Seal)

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

MFR Participant Affidavit of Employment Plan

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information Is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
August 7, 2019

Title of Project: Multifamily Residential Unit Improvement Program

Sponsor/Developer: KLA Capital Series, LLC & BK Nevada, LLC

Address Of Project: 322 N., 14th Street, Las Vegas, NV 89101

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

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS – MULTIFAMILY RESIDENTIAL UNIT IMPROVEMENT AGREEMENT AND GRANT OF MAINTENANCE AGREEMENT

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

N/A

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

N/A

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

N/A

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

The current 8 units of multifamily housing in the redevelopment area were not maintained by the previous owners and are run down and dilapidated. The new owners are remodeling the units inside & out and will employ at least 2 FTEs post completion.

The MFRUIP funds will be used to assist with renovating bathrooms, kitchens & HVAC for each unit plus new flooring and paint. The property owner is also improving the landscaping, significantly improving the appearance within the neighborhood.

No new annual state and local tax will be generated as a result of this project as it is an existing building.

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

Approximately $298,620., approximately $37,327 per unit provided by owners.

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

Not to Exceed $50,000 by the City of Las Vegas Redevelopment Agency

How many Direct Jobs will be Created? 25 Construction jobs

How many Indirect Jobs will be Created? N/A

How many Direct Jobs will be Retained? 2

Quantitative Economic Benefits:

$298,620. of labor and materials will be expended in the Redevelopment Area during renovations. $_N/A___ in direct and indirect annual payroll will be generated.

Total Direct Economic Impact:

$298,620. in interior and exterior renovations. $40,000. in direct payroll annually.

Total Indirect Economic Impact:

$__N/A_____ indirect and induced payroll annually The timeline to construct the improvements is so short, the indirect and induced impact from construction labor has not be calculated.

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

SITE MAP

322 N. 14th Street, Las Vegas, NV 89101

KLA Capital Series, LLC & BK Nevada, LLC



AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
48

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

SUBJECT:
RESOLUTIONS:

R-38-2019 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with the Multifamily Residential Visual Incentive Program (MFR-VIP) Agreement between the RDA and KLA Capital Series, LLC and BK Nevada, LLC (Owner) located at 322 North 14th Street (APN 139-35-212-028), to be in compliance with and in furtherance of the goals and objectives of the RDA - Redevelopment Area Ward 5 (Crear) [NOTE: This item is related to RDA Item 7 (RA-9-2019)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is related to a Redevelopment item regarding assisting KLA Capital Series, LLC and BK Nevada, LLC with the cost of improvements to the property located at 322 North 14th Street (APN 139-35-212-028). Approval will adopt findings that the Multifamily Residential Visual Incentive Program Agreement is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-38-2019
2. Public Purpose Impact Analysis Report
3. Site Map

RESOLUTION NO. R-38-2019

RESOLUTION FINDING THE PROJECT PROPOSED BY THE MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT PROGRAM AGREEMENT BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY AND KLA Capital Series, LLC and BK Nevada, LLC (AS OWNER) TO BE IN COMPLIANCE WITH AND IN FURTHERANCE OF THE GOALS AND OBJECTIVES OF THE REDEVELOPMENT PLAN AND AUTHORIZING THE EXECUTION OF THE MFR-VIP BY THE AGENCY

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

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

WHEREAS, the Agency approved on November 1, 2017 the Multifamily Residential Visual Improvement Program Agreement ("the MFR-VIP") in order to provide funding to owners of multifamily residential properties located within the Redevelopment Area for the purpose of making improvements to the exterior space of the residential units of such multifamily properties ; and;

WHEREAS, the Agency approved on January 3, 2018 the form of agreement for the Multifamily Residential Visual Improvement Program (the "MFR-VIP Agreement"); and

WHEREAS, KLA Capital Series, LLC and BK Nevada, LLC (the "MFR-VIP PARTICIPANT") is the owner of the real property located at 322 NORTH 14TH STREET (the "Property"), and is undertaking certain exterior improvements to the Property in accordance with the MFR-VIP; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of said improvements to the Property are of benefit to the Redevelopment Area and/or the immediate neighborhood in which the Property is located; and

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

WHEREAS, the City Council of the City of Las Vegas has determined that the MFR-VIP Agreement (the "Agreement" and attached hereto as Exhibit A), which provides for the contribution of funds to the MFR-VIP PARTICIPANT for making physical exterior improvements to the building(s) on the Property, all as more fully set forth in the Agreement, is in compliance with and in furtherance of the goals and objectives of the Redevelopment Plan; and

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

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing said improvements on the Site; and

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby consents to the undertakings of the Agency in connection with the Agreement with the MFR-VIP PARTICIPANT concerning the improvements to the building on the Site.

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

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____

CITY CLERK

APPROVED AS TO FORM:

M. C Tinley 7-25-19

_____
Date

EXHIBIT A

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT

(Owner)

THIS MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT (the "Agreement") is entered into this _____ day of _____, 2019, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community development laws of the State of Nevada (hereinafter referred to as the "Agency") and KLA Capital Series, LLC, a Nevada limited liability company and BK Nevada, LLC, a Nevada limited liability company (hereinafter referred to as the "Owner").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting property owners with financial assistance for substantially upgrading the exterior appearance of their multifamily residential properties in the Agency redevelopment area; and

WHEREAS, in furtherance of the Redevelopment Plan (the "Redevelopment Plan") for the City of Las Vegas Redevelopment Area 1 and 2 (the "Redevelopment Area"), the Agency approved an Multifamily Residential Visual Improvement Program (the "MFRVIP") for the purpose of assisting property owners with multifamily residential upgrades in order to revitalize and promote the economic stability of the redevelopment areas; and

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

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

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

SECTION 1: SCOPE OF AGREEMENT. The purpose of this Agreement is to effectuate the Redevelopment Plan by contributing funds to that certain property, as more particularly described in the "Legal Description of the Site," attached hereto as Attachment "1" and incorporated herein by reference. Implementation of this Agreement will further the goals and objectives of the

Redevelopment Plan. This Agreement is subject to the provisions of the Redevelopment Plan which the City Council of the City of Las Vegas adopted on March 5, 1986, by Ordinance No. 3218, as amended. Said Redevelopment Plan, as it now exists and as it may be subsequently amended, is incorporated herein by reference and made a part hereof as though fully set forth herein.

SECTION 2: PARTIES TO THE AGREEMENT. The Agency is a public body, corporate and politic, exercising governmental functions and powers, and organized and existing under the Community Redevelopment Law of the State of Nevada (NRS 279.382, et seq.). The principal office of the Agency is located at 495 S. Main Street, Las Vegas, Nevada, 89101. "Agency", as used in this Agreement, includes the City of Las Vegas Redevelopment Agency and any assignee of or successor to its rights, powers and responsibilities. Owner is KLA Capital Series, LLC, a Nevada limited liability company and BK Nevada, LLC, a Nevada limited liability company. Owner's principal office is located at 3722 Las Vegas Boulevard South #1604E, Las Vegas, NV 89158. The Owner hereby warrants that it is the owner of the building where the Project is located as of the Effective Date of this Agreement (as defined hereinafter). Such ownership is demonstrated by Attachment "2", "Proof of Ownership", which is attached hereto and is incorporated herein by reference.

"Owner", as used in this Agreement, includes not only the Owner but also any assignee of, or successor to, its rights, powers and responsibilities. The Agency and the Owner individually may be referred to as "parties" hereinafter.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 16: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

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

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

If to the Owner: KLA Capital Series, LLC and BK Nevada, LLC
Attn: Adam Fouladbakhah and Farzin Khalkhali
3722 Las Vegas Boulevard South #1604E
Las Vegas, NV 89158

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

SECTION 19: ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement is executed in three duplicate originals, each of which is deemed to be an original. This includes Attachment "1" through Attachment "7" inclusive, attached hereto and incorporated herein by reference, all of which constitute the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of Agency and the Owner and no waiver of one provision shall be construed as a waiver of that provision in the future or as a waiver of any other provision. All amendments hereto must be in writing and signed by the appropriate authorities of Agency and Owner.

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

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

EXECUTION BLOCKS ON NEXT PAGE

Date of Agency Approval:

_____, 2019

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR
"Agency

KLA Capital Series, LLC

By: _____
Adam Fouladbakhah, Managing Member
"Owner"

BK Nevada, LLC

By: _____
Farzin Khalkhali, Managing Member
"Owner"

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

LIST OF ATTACHMENTS

ATTACHMENT "1 "	LEGAL DESCRIPTION OF THE PROPERTY
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3 "	FORM OF FAÇADE EASEMENT
ATTACHMENT "4 "	FORM OF BUILDING FAÇADE MAINTENANCE AGREEMENT
ATTACHMENT "5 "	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "6 "	DISCLOSURE OF PRINCIPALS – PROPERTY OWNER
ATTACHMENT "7 "	EMPLOYMENT PLAN

ATTACHMENT "1"

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Parcel I:

Lot Four (4) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lot Four (4) as conveyed to the City of Las Vegas by Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-027

Parcel II:

Lots Two (2) & Three (3) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lots Two (2) and Three (3) as conveyed to the City of Las Vegas by Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-028

ATTACHMENT "2"

Proof of Ownership

See attached

Inst #: 20181218-0002381
Fees: $40.00
RPTT: $2728.50 Ex #:
12/18/2018 02:47:19 PM
Receipt #: 3590389
Requestor:
OLD REPUBLIC TITLE
Recorded By: COJ Pgs: 5
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

R.P.T.T.: $2,728.50
APN: 139-35-212-027, 139-35-212-028

Title Order No. 5115040223
Escrow No. 5115040223

WHEN RECORDED MAIL TO:
KLA Capital Series LLC and BK Nevada Investments, LLC
3722 Las Vegas Boulevard South
Unit 1604E
Las Vegas, NV 89158
MAIL TAX STATEMENTS TO:
Grantee at address above

SPACE ABOVE THIS LINE FOR RECORDER'S USE

GRANT, BARGAIN AND SALE DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Mark Lauteren as Executor of the Estate of Herb E. Lauteren, as to Parcel I and H.C. Lauteren LLC, a Nevada limited liability company, successor-in-interest by conversion to HC Lauteren LTD, a Nevada Corporation, as to Parcel II

hereby GRANT(S), BARGAIN(S), SELL(S) AND CONVEY(S) to

KLA Capital Series LLC, a Nevada limited liability company on behalf of and for the benefit of KLA Capital Series LLC, Series 1, a Nevada limited liability company, as to an undivided 51% interest and BK Nevada Investments, LLC, a Nevada limited liability company, as to an undivided 49% interest, as Tenants-In-Common ,

that property in Clark County, Nevada, described as:

See "Exhibit A" attached hereto and made a part hereof.

See page two (2) for Signatures and Notary Acknowledgement

SIGNATURES AND NOTARY ACKNOWLEDGEMENT FOR GRANT, BARGAIN AND SALE DEED

Estate of Herb E. Lauteren

By: Mark Lauteren, Executor

Executor

H.C. Lauteren LLC, a Nevada limited liability company

By: The Herb Lauteren Trust, dated May 10, 2006, Sole Member & Manager

By: Mark Lauteren, Successor Trustee

Successor, Trustee

State of ~~Benton~~ Washington
County of Benton

This instrument was acknowledged before me on 12-14-2018
by Mark Lauteren as Executor of the Estate of Herb E. Lauteren.

Signature of notarial officer

JUAN E MENDEZ
COMMISSION EXPIRES
NOTARY
PUBLIC
07-10-2019
STATE OF WASHINGTON

State of Washington
County of Benton

This instrument was acknowledged before me on 12-14-2018
by Mark Lauteren as Successor Trustee of The Herb Lauteren Trust dated May 10, 2006 as Sole Member and Manager of H.C. Lauteren, LLC, a Nevada limited liability company, successor-in-interest by conversion to HC Lauteren LTD, a Nevada Corporation.

Signature of notarial officers

JUAN E MENDEZ
COMMISSION EXPIRES
NOTARY
PUBLIC
07-10-2019
STATE OF WASHINGTON

ORDER NO. : 5115040223

EXHIBIT A

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Parcel I:

Lot Four (4) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lot Four (4) as conveyed to the City of Las Vegas By Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-027

Parcel II:

Lots Two (2) & Three (3) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lots Two (2) and Three (3) as conveyed to the City of Las Vegas By Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-028

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   139-35-212-027, 139-35-212-028,

2. Type of Property
   a)☐ Vacant Land b)☐ Single Fam. Res.
   c)☐ Condo/Twnhse d)☐ 2-4 Plex
   e)☒ Apt. Bldg f)☐ Comm'l/Ind'l
   g)☐ Agricultural h)☐ Mobile Home
   ☐ Other_____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes:

3. Total Value/Sales Price of Property $535,000.00
   Deed in Lieu of Foreclosure Only (value of property) (0.00)
   Transfer Tax Value $535,000.00
   Real Property Transfer Tax Due $2,728.50

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____
   _____

5. Partial Interest: Percentage being transferred: 100%
   The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature Mark Lauteren Capacity: Grantor

Signature _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)
Mark Lauteren as Executor of the Estate of Herb E. Lautern and H.C. Lauteren LLC
2765 Sawgrass Loop
Richland, WA 99354

BUYER (GRANTEE) INFORMATION (REQUIRED)
KLA Capital Series LLC and BK Nevada Investments, LLC
3722 Las Vegas Boulevard South
Unit 1604E
Las Vegas, NV 89158

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Old Republic Title Company of Nevada
4730 S. Fort Apache Road, Suite 100
Las Vegas, NV 89147

Escrow #: 5115040223-MR

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   139-35-212-027, 139-35-212-028,

2. Type of Property
   a)☐ Vacant Land b)☐ Single Fam. Res.
   c)☐ Condo/Twnhse d)☐ 2-4 Plex
   e)☒ Apt. Bldg f)☐ Comm'l/Ind'l
   g)☐ Agricultural h)☐ Mobile Home
   ☐ Other_____

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page: _____
Date of Recording: _____
Notes:

3. Total Value/Sales Price of Property $535,000.00
   Deed in Lieu of Foreclosure Only (value of property) (0.00)
   Transfer Tax Value $535,000.00
   Real Property Transfer Tax Due $2,728.50

4. **If Exemption Claimed:**
   a. Transfer Tax Exemption per NRS 375.090, Section _____
   b. Explain Reason for Exemption: _____

5. Partial Interest: Percentage being transferred: 100%
   The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.

Signature _____ Capacity: Grantor

Signature _____ Capacity: Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)
Mark Lauteren as Executor of the Estate of Herb E. Lautern and H.C. Lauteren LLC
2765 Sawgrass Loop
Richland, WA 99354

BUYER (GRANTEE) INFORMATION (REQUIRED)
KLA Capital Series LLC and BK Nevada Investments, LLC
3722 Las Vegas Boulevard South
Unit 1604E
Las Vegas, NV 89158

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Old Republic Title Company of Nevada
4730 S. Fort Apache Road, Suite 100
Las Vegas, NV 89147

Escrow #: 5115040223-MR

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

ATTACHMENT "3"

FORM OF FAÇADE EASEMENT

APN: 139-35-212-028

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

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

FACADE EASEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTION BLOCKS ON NEXT PAGE

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

KLA Capital Series, LLC

By:_____
Adam Fouladbakhah
Its: Owner

And

BK Nevada, LLC

By:_____
Farzin Khalkhali
Its: Owner

"GRANTOR"

ACCEPTED AND AGREED TO:

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

Its: Chair

"GRANTEE"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Adam Fouladbakhah as Owner of KLA Capital Series, LLC.

_____
Notary Public in and for said County and State

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Farzin Khalkhali as Owner of BK Nevada, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Parcel I:

Lot Four (4) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lot Four (4) as conveyed to the City of Las Vegas by Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-027

Parcel II:

Lots Two (2) & Three (3) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lots Two (2) and Three (3) as conveyed to the City of Las Vegas by Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-028

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is an eight unit apartment building with two floors, located in downtown LV, RDA tax district 203, R-3, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, window, doors, fascias, awnings, parking area, signs, and other architectural projections.

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

EXHIBIT C

FORM OF FACADE EASEMENT REPURCHASE PRICE AMORTIZATION SCHEDULE

1. Amount of Purchase Price: $25,000 (Maximum)

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

Anytime during first year:	$25,000.00
Anytime during second year:	$20,000.00
Anytime during third year:	$15,000.00
Anytime during fourth year:	$10,000.00
Anytime during fifth year:	$ 5.000.00

After five full years from recordation of the Facade Easement Deed: $0.00

ATTACHMENT "4"

FORM OF BUILDING MAINTENANCE AGREEMENT

APN: 139-35-212-028

RECORDING REQUESTED BY

CITY OF LAS VEGAS
REDEVELOPMENT AGENCY

AND WHEN RECORDED RETURN TO:

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

BUILDING FACADE MAINTENANCE AGREEMENT

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

WHEREAS, Owner is the owner of that real property ("the Property") in the City of Las Vegas, County of Clark, State of Nevada, legally described in Exhibit " A " attached hereto by this reference, commonly known as 322 NORTH 14TH STREET, Las Vegas, Nevada and currently designated as Assessor's Parcel No. 139-35-212-028; and

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

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

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

with the Multifamily Residential Visual Improvement Agreement and Grant of Facade Easement dated _____ (the "MFRVIP Agreement"); and

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

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

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

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

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

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

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

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

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

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

f) Landscaping will be kept watered, trimmed, repaired to keep a consistent appearance as to when first installed.

g) All signage will be maintained in good condition and operating consistent with the appearance and operating condition as to when first installed.

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

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

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

5. Agency's Cost of Cure. If Agency, acting through its own employees or through its contractors, enters the Property and cures the breach or default, Agency shall perform the

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

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

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

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

OWNER: KLA Capital Series, LLC and BK Nevada, LLC
Attn: Adam Fouladbakhah and Farzin Khalkhali
3722 Las Vegas Boulevard South #1604E
Las Vegas, NV 89158

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

8. Property Owner. If Owner conveys, grants or transfers the Property or a portion thereof to another, such grantee or transferee shall be responsible for complying with the terms and conditions of this agreement as to the Property or as to that portion thereof so conveyed and Owner shall have no further obligation hereunder as to said Property or that portion thereof. Owner shall advise the Executive Director of the Agency in writing of any changes in address of Owner and of the names and addresses of any subsequent owners of the property or any portion thereof.

9. Miscellaneous Terms and Provisions.

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

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

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

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

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

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

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

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

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

EXECUTION BLOCKS ON NEXT PAGE

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

KLA Capital Series, LLC

By:_____ Date: _____
Name: Adam Fouladbakhah
Title: Owner

And

BK Nevada, LLC

By:_____ Date: _____
Name: Farzin Khalkhali
Title: Owner

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

By: _____ Date: _____
CAROLYN G. GOODMAN
CHAIR

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ACKNOWLEDGMENTS

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Adam Fouladbakhah as Owner of KLA Capital Series, LLC.

_____
Notary Public in and for said County and State

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was acknowledged before me on the ____ day of _____, 2019 by Farzin Khalkhali as Owner of BK Nevada, LLC.

_____
Notary Public in and for said County and State

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

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

_____
Notary Public in and for said County and State

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

The land referred to is situated in the County of Clark, City of Las Vegas, State of Nevada, and is described as follows:

Parcel I:

Lot Four (4) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lot Four (4) as conveyed to the City of Las Vegas by Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-027

Parcel II:

Lots Two (2) & Three (3) in Block Eleven (11) of 14TH STREET CITY ADDITION TO THE CITY OF LAS VEGAS, as shown by map thereof on file in Book 1 of Plats, Page 82, in the Office of the County Recorder, Clark County, Nevada.

Excepting therefrom the East Four (4) Feet of Lots Two (2) and Three (3) as conveyed to the City of Las Vegas by Quitclaim Deed recorded August 29, 1950 in Book 62 Deeds, Page 492, as Document No. 348632.

APN: 139-35-212-028

EXHIBIT B

DESCRIPTION OF THE FACADE EASEMENT AREA

Facade Easement Area: The area consisting of the building face of said building, which is an eight unit apartment building with two floors, located in downtown LV, RDA tax district 203, R-3, as described in *"Attachment 1 – Legal Description of the Property"* and other public areas, including all exterior wall planes, landscaping, window, doors, fascias, awnings, parking area, and other architectural projections.

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

ATTACHMENT "5"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF UNIT IMPROVEMENTS

8 Unit Apartment Building		
322 N. 14th Street		
Las Vegas, Nevada, 89101		
Exterior Improvements		
		$
Architectural Woodwork		7,600
Trenching		980
Handrails, Guard Rails and Gates		15,830
Grading		2,700
Landscaping		920
Irrigation		3,318
Paint Exterior		4,800
Concrete & Pavers		87,940
Roofing		16,300
Electrical		1,425
Stucco Repair		6,500
Trellises		4,200
Windows		13,800
Wrought Iron Fencing		15,700
Total		182,013

ATTACHMENT "6"

DISCLOSURE OF PRINCIPALS – REAL PROPERTY

See Attached

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY

MFR Contracting Entity Information

Corporate Name:

KLA Capital Series, LLC & BK Nevada Investments, LLC

Mailing Address:

3722 Las Vegas Blvd South #1604E, Las Vegas NV 89158

Business Phone Number:

702-468-5999

Tax ID or Social Security Number:

82-4712349

Ownership Interest

Estate in Severalty _____ Tenancy in Common X _____ Joint Tenancy _____

Disclosure of Ownership/Principals:

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

Full Name & Title	Business Address	Business Phone
KLA CAPITAL:		
Adam Fouladbakhs, Managing Member	1818 Industrial Road #201, Las Vegas NV 89102	702-468-5999
BK NEVADA:		
Farzin Khalkhali, Managing Member	6076 Bristol Parkway #104, Culver City CA 90230	310-645-1500

Continued on page 8

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY (continued)

MFR Contracting Entity Information

Additional Ownership/Principals

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

Alternative Disclosure of Ownership/Principal

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

Name of Attached Document:

_____

_____

Date of Attached Document:

_____

Number of pages: _____

Continued on page 9

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY
(continued)

Certification of Disclosure of Ownership/Principal – Real Property

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

Signature: _____

Date: 5.15.19

State of Nevada

County of Clark

This instrument was acknowledged before me on

MAY 15TH, 2019 (date) by

ADAM DAVID FOULADBAKHSH (name of person)

_____

Notary Public

Notary Public

OCIEL ZUNIGA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-24-2021
Certificate No: 17-3540-1

MFR DISCLOSURE OF OWNERSHIP/PRINCIPALS – REAL PROPERTY
(continued)

Certification of Disclosure of Ownership/Principal – Real Property

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

Signature:

Fazia Rhan

Date:

7/10/19

State of Nevada

County of Clark

This instrument was acknowledged before me on

_____ (date) by

_____ (name of person)

_____

Notary Public

Notary Public

Please See attached
CA Notary Acknowledgment

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 }

On July 10th, 2019 before me, Jennifer Joy, Notary Public
(Here insert name and title of the officer)

personally appeared Farzin Khalkhali,

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.

Notary Public Signature _____ (Notary Public Seal)

JENNIFER JOY
Commission No. 2154578
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires MAY 24, 2020

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

MFP Disclosure of Ownership / Principals - Real Property
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer

(Title)

- ☐ Partner(s)
- ☐ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they,~~ is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
  - Securely attach this document to the signed document with a staple.

ATTACHMENT "7 "

EMPLOYMENT PLAN

See attached

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA }
} ss:
COUNTY OF CLARK }

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

1. I am a corporate officer, managing member, or sole proprietor of the KLA Capital Series, a company duly organized in the State of Nevada as a LLC, (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 322 N 14th Street, Las Vegas NV 89101 ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.
2. I hereby warrant that I own the site.

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

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

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

Continued on page 11

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

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

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. ADF_____(initial)
   Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. ADF_____(initial)
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. ADF_____(initial)
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. ADF_____(initial)
5. Participant hereby acknowledges that existing opportunities for employment within the surrounding neighborhood of the redevelopment project are limited for neighborhood residents. Most residents must travel outside the neighborhood to find employment opportunities outside the redevelopment area, via public transportation or personal vehicles. Of the existing businesses within the neighborhood, many are family- owned and have been in business for a long time. These existing businesses are not in an expansion mode and are not likely to employ neighborhood residents.

   Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this 15TH day of MAY, 2019.

Authorized Signature: _____

SIGNED AND SWORN TO before me

this 15th day of MAY, 2019, by ADAM D. ENWARDSMAN

NOTARY PUBLIC
My Commission Expires: 08/24/2021

OCIEL ZUNIGA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-24-2021
Certificate No: 17-3540-1

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

STATE OF NEVADA]
} ss:
COUNTY OF CLARK]

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

1. I am a corporate officer, managing member, or sole proprietor of the BK Nevada Investments, LLC company duly organized in the State of Nevada as a LLC (Corporation/LLC/Sole Proprietorship). The Participant is seeking the assistance of the city of Las Vegas Redevelopment Agency ("Agency") for making improvements to the property at 322 N 14th Street, Las Vegas NV 89101 ("Site"), as more particularly described by the MFR-VIP or MFR-UIP agreement ("Agreement") being contemplated by the city of Las Vegas Redevelopment Agency.

2. I hereby warrant that I own the site.

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

   a. Encourage the creation of new business or other appropriate development; ■
   b. Create jobs or other business opportunities for nearby residents; ☐
   c. Increase local revenues from desirable sources; ■
   d. Increase levels of human activity in the redevelopment area or the immediate neighborhood in which the redevelopment area is located; ■
   e. Possess attributes that are unique, either as to type of use or level of quality and design; ■
   f. Require for their construction, installation or operation the use of qualified and trained labor; ■ and
   g. Demonstrate greater social or financial benefits to the community than would a similar set of buildings, facilities, structures or other improvements not paid for by the agency. ■

3. No other reasonable means of financing those buildings, facilities, structures or other improvements are available, because of one or more of the following reason(s) as checked by the Participant:

   a. An inducement for new businesses to locate, or existing businesses to remain within, the redevelopment area in which the business would ordinarily choose to locate outside the redevelopment area if the grant were not provided. Evidenced by a "but for" letter or statement from the property owner; ☐ or

   b. There is a public objective and/or requirement that is more stringent and/or costly to undertake than a business would ordinarily embark upon. Evidenced by state or city ordinance; ☐ or

   c. There has been a lack of rehabilitation in the area and it is deemed unreasonable for the business to invest in improving the area unless the grant is provided. Evidenced by photographs of the immediate surrounding area displaying the slum and blight; ■ or

   d. The exterior improvements to the property do not have a direct effect on revenues therefore, making such an investment is not deemed acceptable by a customary financial institution. Evidenced by a denial letter from a financial institution. ☐

Continued on page 11

MFR PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN (continued)

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

4. Participant hereby warrants the following:
   a. The property on which the project is situated is free of all Mechanic's Liens at the time of application. FK (initial) ←
      Landlord supplies proof
   b. The applicant has no current bankruptcy proceedings, or past bankruptcy proceedings, whether corporate or personal, within the past five years. FK (initial) ←
   c. The applicant has no past-due federal, state, county or city of Las Vegas tax bills at the time of application. FK (initial) ←
   d. The applicant has no past-due bills or debts payable to the city of Las Vegas or the Redevelopment Agency. FK (initial) ←
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   Furthermore, the project will help facilitate the continued expansion of employment and residential opportunities by setting an example to other property owners to renovate their property and help create more residential and/or employment opportunities through an expansion of business and renovation of multi-family residential units. The Project will allow neighborhood residents to apply for those positions (when available) for which they are qualified for as an employment opportunity. Appropriate measures will be taken to ensure that the neighborhood is aware of any job opportunities available from the business.
6. I also hereby agree to and understand that in conjunction with participation in the MFR-Visual Improvement Program and/or MFR-Unit Improvement Program, the city of Las Vegas will record a non-exclusive façade easement and/or building maintenance agreement to the above-listed property, at the completion of the pre-qualified improvements. The documents will be recorded in the Office of the County Recorder of Clark County, Nevada Records for a period of five years. The property owner and/ or business owner will have the option to repurchase the façade easement and/or building maintenance agreement from the Agency during the five-year period.

DATED this 10th day of July, 2019

Authorized Signature: Fayiz Kh

SIGNED AND SWORN TO before me

this _____ day of _____, by _____

NOTARY PUBLIC
My Commission Expires:

Please see attached CA jurat

JURAT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 10th day of July,

20 19 by Farzin Khalkhali,

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

JENNIFER JOY
Commission No. 2154578
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires MAY 24, 2020

Signature (Seal)

OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

MFR Participant Affidavit
(Title or description of attached document)

of Employment Plan
(Title or description of attached document continued)

Number of Pages _____ Document Date _____

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one with does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - Additional information Is not required but could help to ensure this jurat is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

Public Purpose/Impact Analysis Report
NRS 279.486

City Council/Redevelopment Agency Meeting
August 7, 2019

Title of Project: Multifamily Residential Visual Improvement Program

Sponsor/Developer: KLA Capital Series, LLC & BK Nevada, LLC

Address Of Project: 322 N., 14th Street, Las Vegas, NV 89101

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

Please refer to RDA Resolution as Exhibit A for copy of agreement: CITY OF LAS VEGAS – MULTIFAMILY RESIDENTIAL VISUAL IMPROVEMENT AGREEMENT AND GRANT OF MAINTENANCE AGREEMENT

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

N/A

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

N/A

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

N/A

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

The current 8 units of multifamily housing in the redevelopment area were not maintained by the previous owners and are run down and dilapidated. The new owners are remodeling the units inside & out and will employ at least 2 FTEs post completion.

The MFRVIP funds will be used to assist with improving the parking area, new fencing, security gates, new landscaping as well as new paint and stucco which will significantly improving the appearance within the neighborhood. The property owner is also renovating the interiors of each unit plus new flooring and paint.

No new annual state and local tax will be generated as a result of this project as it is an existing building.

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

Approximately $298,620., approximately $37,327 per unit provided by owners.

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

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

How many Direct Jobs will be Created? 25 Construction jobs

How many Indirect Jobs will be Created? N/A

How many Direct Jobs will be Retained? 2

Quantitative Economic Benefits:

$298,620. of labor and material will be expended in the Redevelopment Area during renovations. $_N/A___ in direct and indirect annual payroll will be generated.

Total Direct Economic Impact:

$298,620. in interior and exterior renovations. $40,000. in direct payroll annually.

Total Indirect Economic Impact:

$__N/A_____ indirect and induced payroll annually The timeline to construct the improvements is so short, the indirect and induced impact from construction labor has not be calculated.

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

SITE MAP

322 N. 14th Street, Las Vegas, NV 89101

KLA Capital Series, LLC & BK Nevada, LLC



AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
49

DEPARTMENT: Finance **DISCUSSION**
DIRECTOR: Venetta Appleyard

SUBJECT:
Public hearing to determine the advisability of granting a telecommunications service franchise to Zayo Group, LLC, pursuant to the purpose, character, term, time and conditions of the proposed franchise agreement - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City has been requested to grant to Zayo Group, LLC ("Zayo") a franchise permitting Zayo's use of City rights-of-way for the installation, operation and maintenance of facilities to provide telecommunications service within the City. Bill No. 2019-27 will grant a franchise to Zayo from and after the effective date of the franchise agreement, through 11:59 p.m. on March 1, 2024. The terms of the franchise agreement are consistent with similar franchise agreements.

RECOMMENDATION:
Public hearing only; no action required.

BACKUP DOCUMENTATION:
1. Resolution No. R-26-2019 and Notice approved at the July 3, 2019 City Council Meeting

RESOLUTION AND NOTICE REGARDING THE GRANTING OF A TELECOMMUNICATIONS SERVICE FRANCHISE TO ZAYO GROUP, LLC, SETTING THE PURPOSE, CHARACTER, TERM AND CONDITIONS OF THE PROPOSED FRANCHISE AND SETTING A PUBLIC HEARING ON THE ADVISABILITY OF GRANTING THE PROPOSED FRANCHISE

WHEREAS, the CITY OF LAS VEGAS ("CITY"), is desirous of providing its residents the opportunity to receive telecommunications service; and

WHEREAS, Zayo Group, LLC ("ZAYO"), a corporation organized and existing under the laws of the State of Delaware, was created for the purpose of providing a telecommunications service; and

WHEREAS, ZAYO has requested the CITY to grant it a franchise permitting the installation, operation and maintenance of a telecommunications service within the corporate limits of the CITY; and

WHEREAS, there exists a need to ensure that the installation, operation and maintenance of a telecommunications service within the corporate limits of the CITY is conducted in a manner which will not interfere with the public's use of various rights-of-way; and

WHEREAS, in response to ZAYO's request for franchise, a proposed Franchise Agreement between the CITY and ZAYO has been prepared granting the necessary permission and authority to ZAYO to utilize the various rights-of-way, now or hereafter existing, for purposes of installing, operating and maintaining its telecommunications service.

NOW, THEREFORE, pursuant to the requirements of Section 7.050 of the Las Vegas Charter, IT IS HEREBY ACKNOWLEDGED, DETERMINED AND RESOLVED, by the City Council of the City of Las Vegas, Nevada, as follows:

1. That ZAYO has requested from the CITY that a franchise be granted to ZAYO for the purpose of installing, operating and maintaining a telecommunications service within the corporate boundaries of the CITY.

2. That the purpose, character, terms, time and conditions of the franchise that the CITY proposes to grant to ZAYO, in response to ZAYO's request to install, operate and maintain a telecommunications service in, upon, along, across, above, over and under the rights-of-way as defined by such franchise within the corporate boundaries of the CITY until 11:59 PM, on March 1, 2024 is fully set forth in the proposed

Franchise Agreement on file in the Office of the City Clerk of the City of Las Vegas, Nevada, which proposed Franchise Agreement is available for inspection by members of the public. For purposes of Section 7.050 of the City Charter, the proposed Franchise Agreement is, by this reference, incorporated herein and made a part of this Resolution and Notice.

3. That a public hearing be, and it hereby is, set for Wednesday, the 7th day of August, 2019, in the City Council Chambers, City Hall Complex, 495 South Main Street, Las Vegas, Nevada, at the hour of 9:00 a.m., for the purpose of hearing any objections or protests made by any person to the granting of a franchise to ZAYO pursuant to the proposed Franchise Agreement.

4. That all interested persons shall have, and they are hereby given, the right to appear and be heard on the question of the advisability of granting a telecommunications service franchise pursuant to the proposed Franchise Agreement to ZAYO at the place, date and hour specified for the public hearing in paragraph 3 of this Resolution and Notice, or at any subsequent time to which said public hearing may be adjourned.

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5. That the notice provided by this Resolution and Notice is reasonably calculated to inform each interested person of his or her opportunity to appear and be heard on the question of the granting of a telecommunications service franchise pursuant to the proposed Franchise Agreement, and that the City Clerk therefore, be, and she hereby is, authorized, empowered and directed to cause a copy of this Resolution and Notice to be published in full in the issues of the Las Vegas Review Journal published on the 10th day of July, 2019, and the 17th day of July, 2019.

PASSED, ADOPTED, AND APPROVED this 3rd day of July, 2019.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

_____ 6-12-19
JAMES B. LEWIS, Date
Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
50

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
ADMINISTRATIVE:

Report by Craig Raborn, Director of Metropolitan Planning Organization at the Regional Transportation Commission of Southern Nevada (RTC), on the On Board - Your Future Mobility Plan Study and the Boulder Highway Multimodal Corridor Study - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
In November 2016, the RTC began a study of high capacity transit in Southern Nevada called "On Board - Your Future Mobility Plan". This study is focused on three areas: 1) strategies to improve traditional transit; 2) high capacity transit options; and 3) emerging transit technology opportunities. More information is available online at the study's website: www.onboardsnv.com.

In a parallel effort, the RTC, along with the Nevada Department of Transportation, initiated the Boulder Highway Multimodal Corridor Study in 2017. The Boulder Highway Corridor, extending from Wagonwheel Drive in Henderson, through parts of Clark County and ending at Charleston Boulevard in the City of Las Vegas, is a key element of the regional transportation network and has confronted significant safety challenges for all users, including pedestrians, transit users, motorists, and bicyclists. This study is identifying and analyzing potential improvements to Boulder Highway, with a focus on right-of-way management and allocation based on the needs of all users and stakeholders along the corridor.

RTC Staff will give a brief presentation on the progress made on both plans to date and answer any questions.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation

On Board Update



on board

YOUR FUTURE MOBILITY PLAN

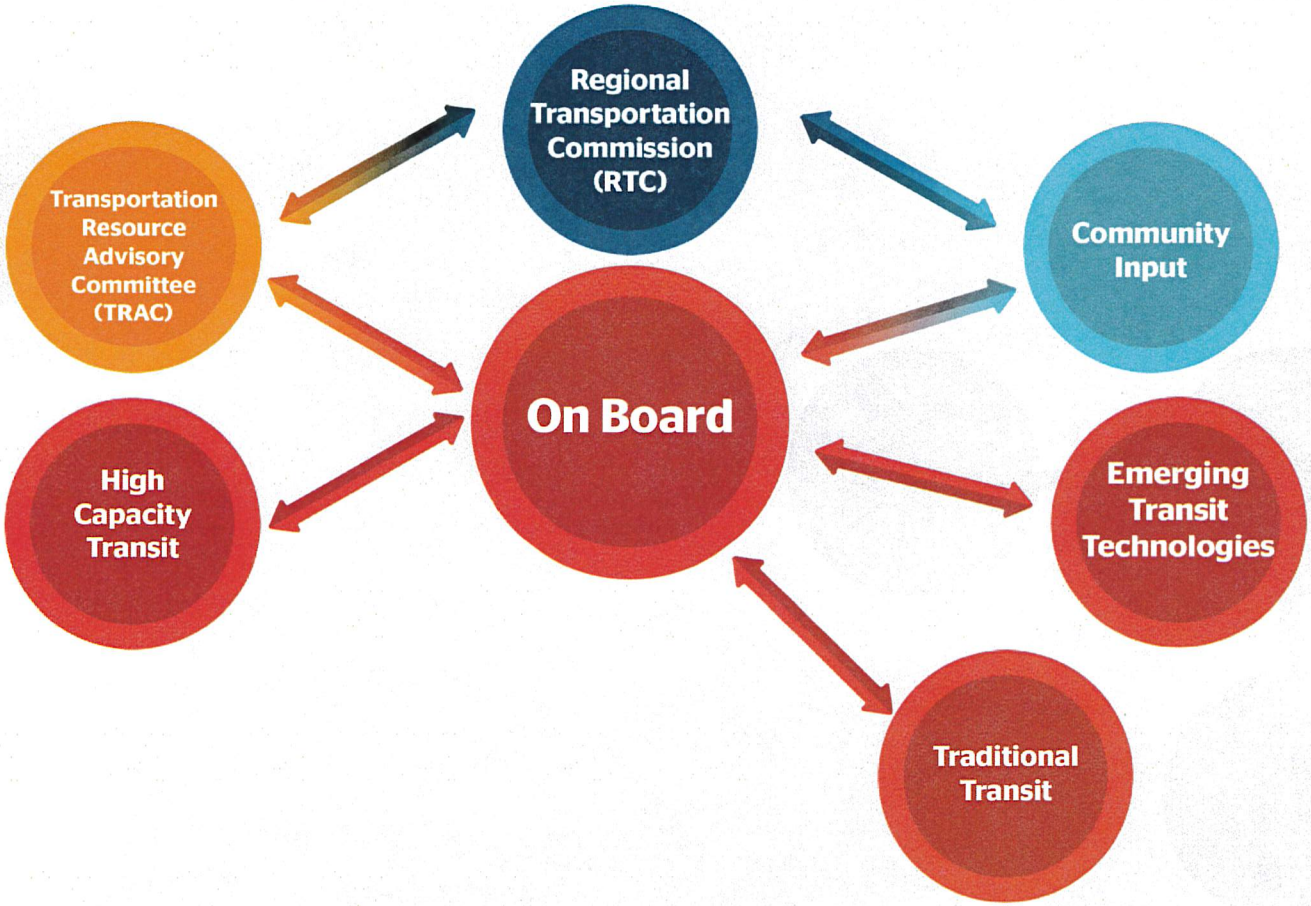
RTC

City Council - Page 392

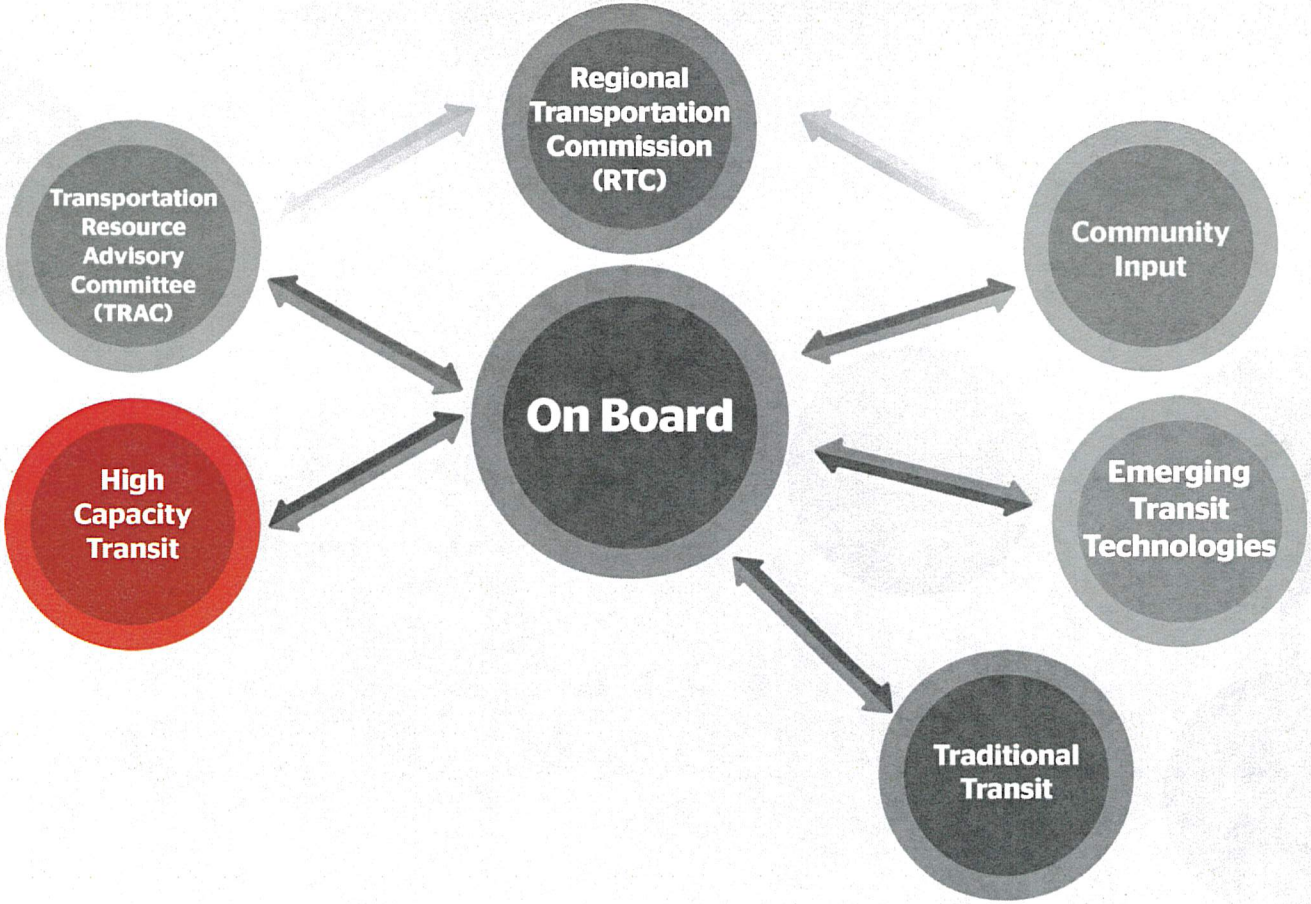
Submitted At Meeting

Date 8/7/19 Item 50

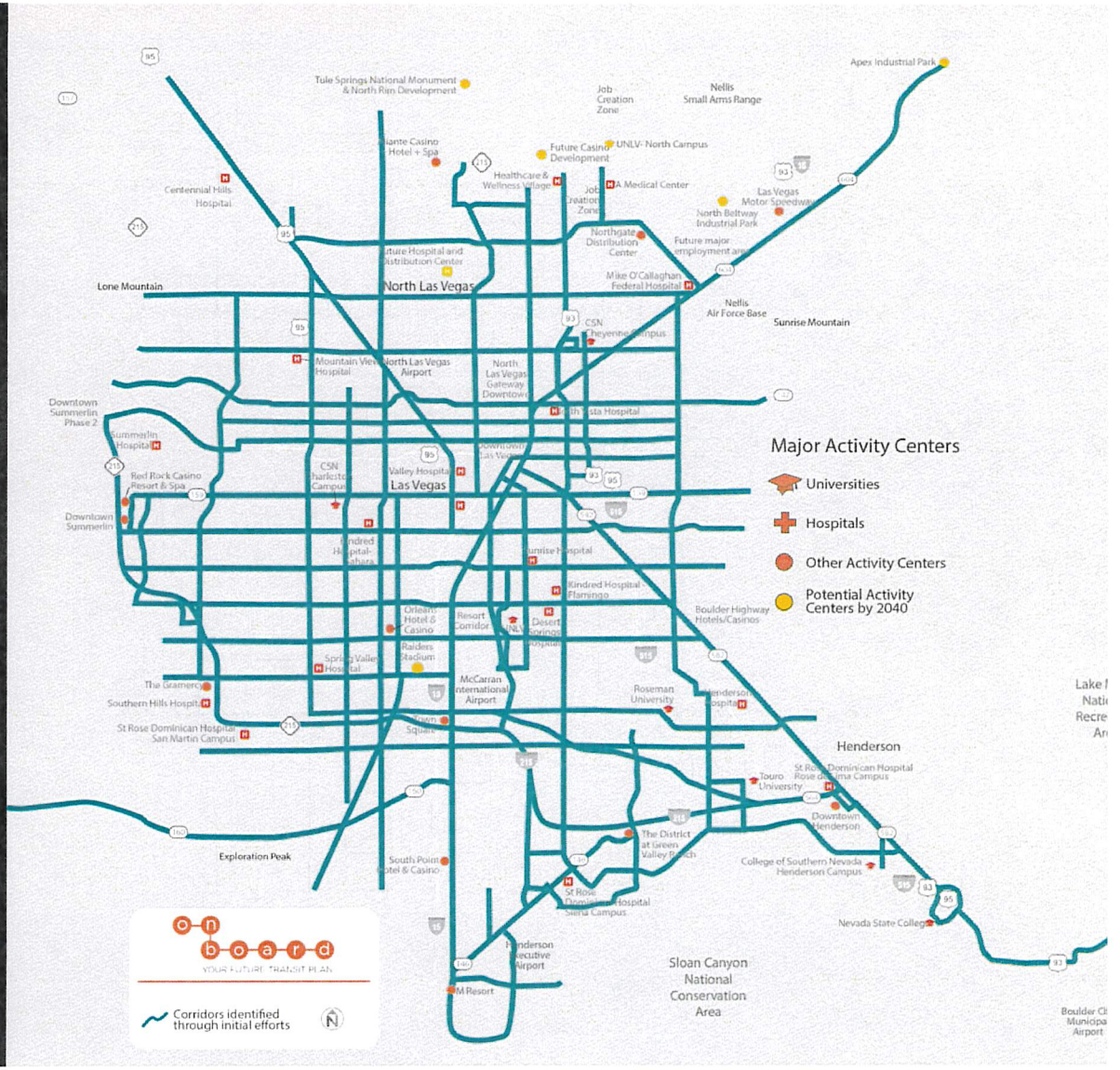
ON BOARD OVERVIEW



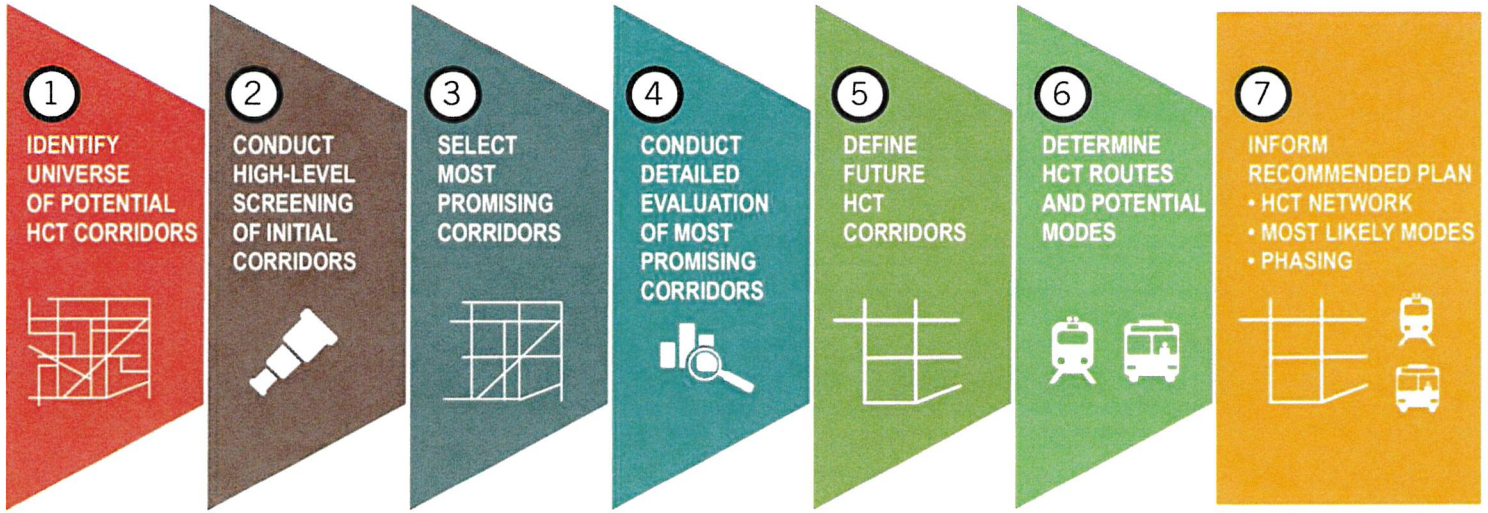
ON BOARD – HIGH CAPACITY TRANSIT



UNIVERSE OF CORRIDORS



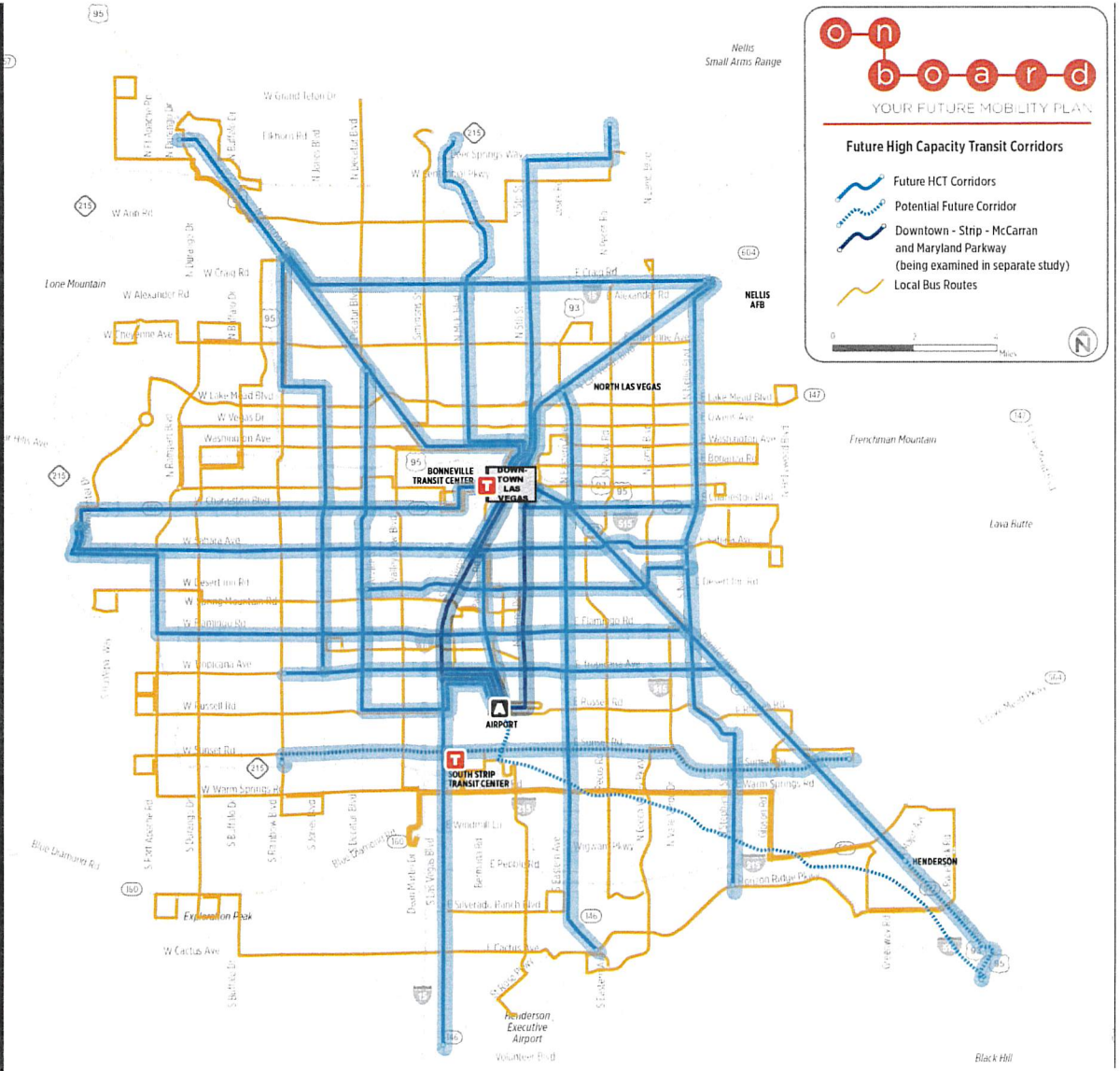
EVALUATION PROCESS



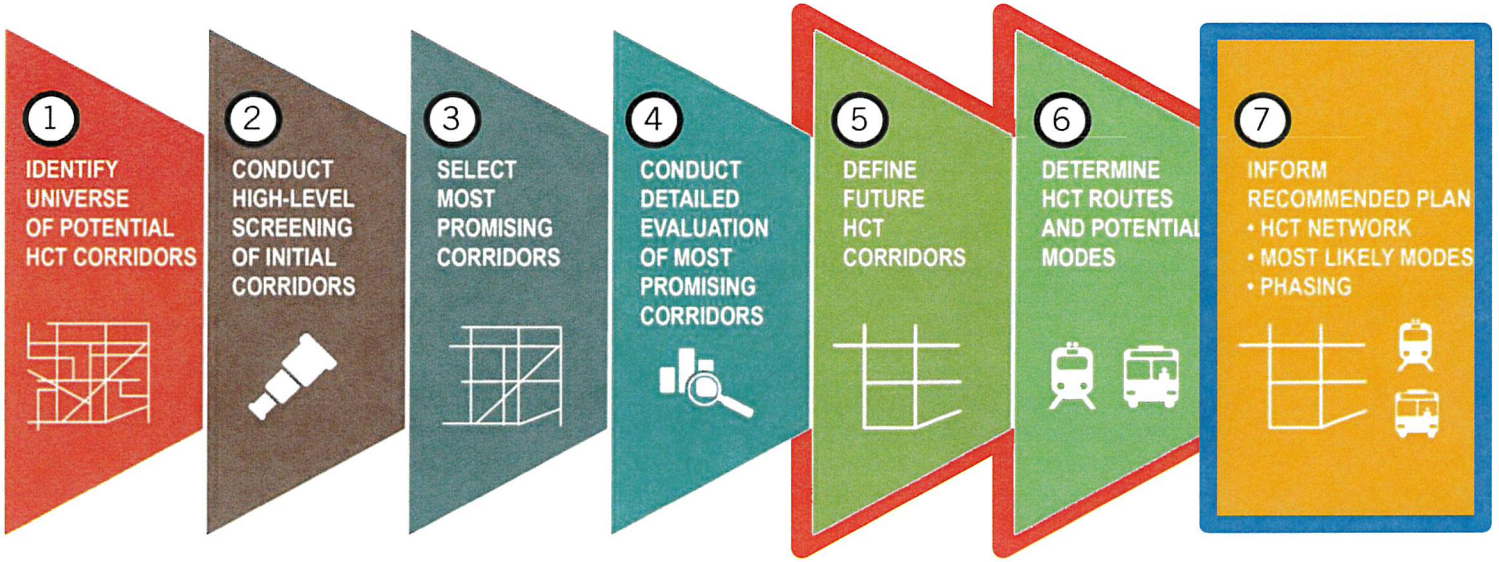
EVALUATION & FEEDBACK

ENHANCE	MAKE TRANSIT MORE COMPELLING
CONNECT	IMPROVE REGIONAL CONNECTIVITY
GROW	ENCOURAGE RESPONSIBLE DEVELOPMENT
COMPETE	MAKE SOUTHERN NEVADA MORE COMPETITIVE
SUSTAIN	DEVELOP SUSTAINABLE SOLUTIONS

FUTURE HIGH CAPACITY TRANSIT NETWORK



EVALUATION PROCESS



Where we are now

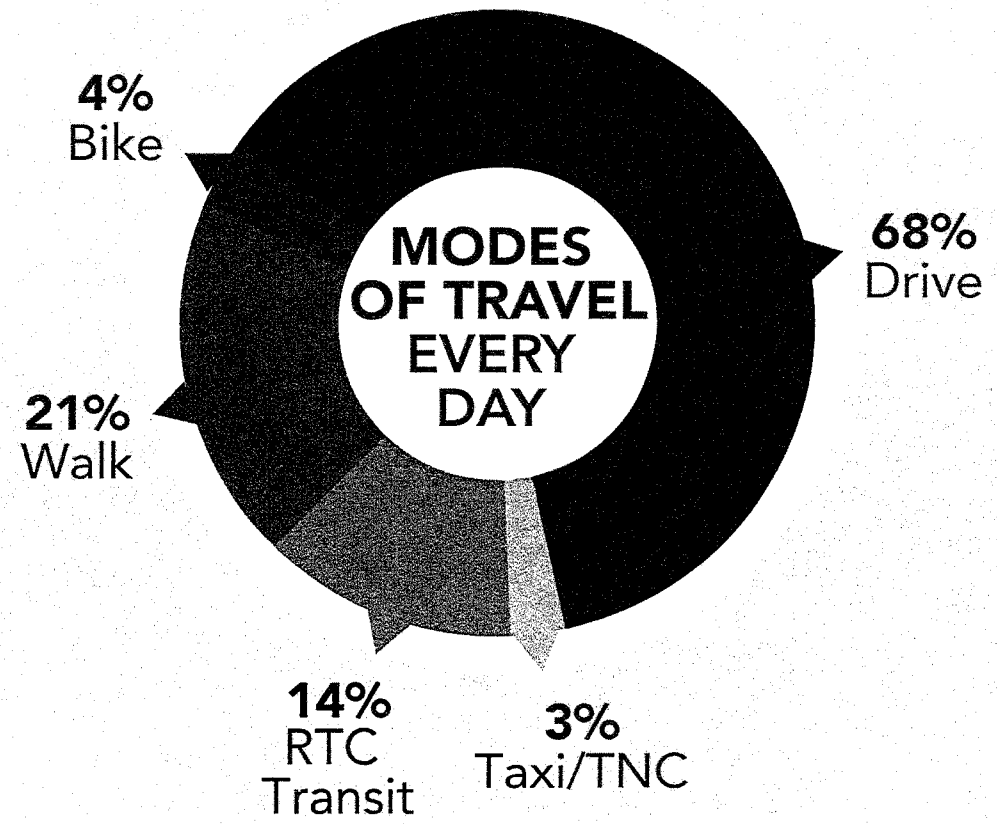
What comes next?

- Corridor Preferences
- Corridor Strategies
- Early Action Corridors

COMMUNITY INPUT

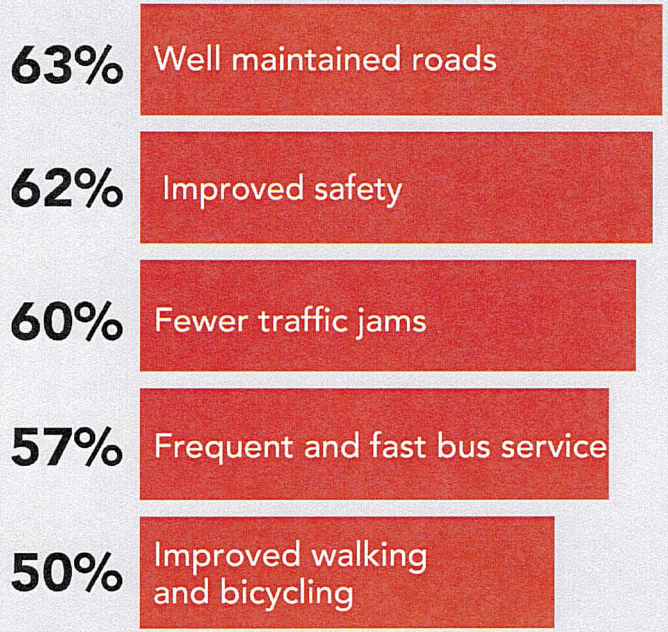


SURVEY RESPONDENTS TRAVEL MODES



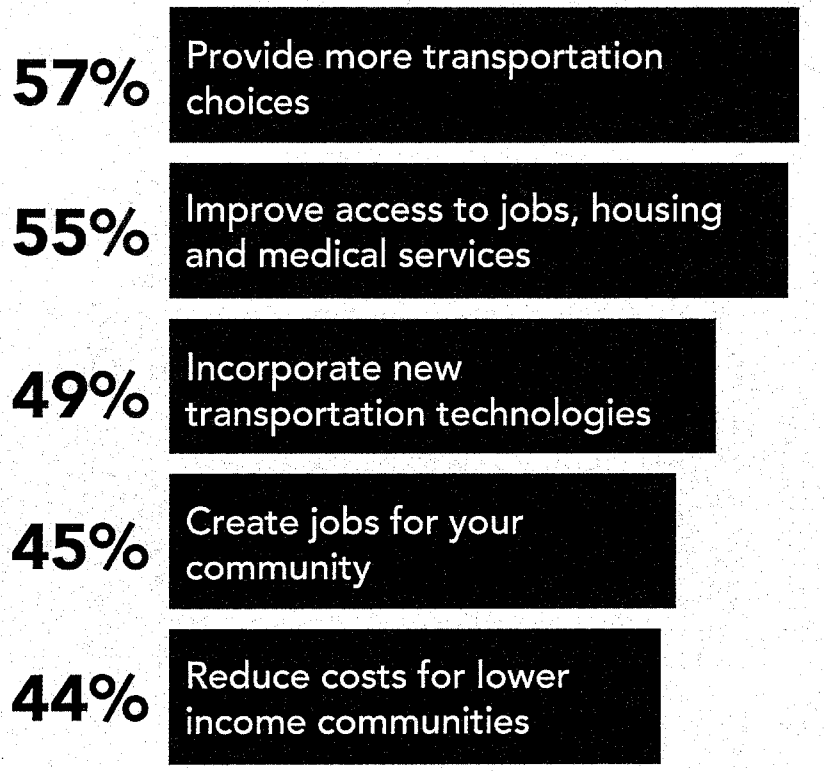
TRANSPORTATION IMPROVEMENTS

Which transportation improvements are the most important?



TRANSPORTATION INVESTMENTS

Southern Nevada should invest in transportation to:

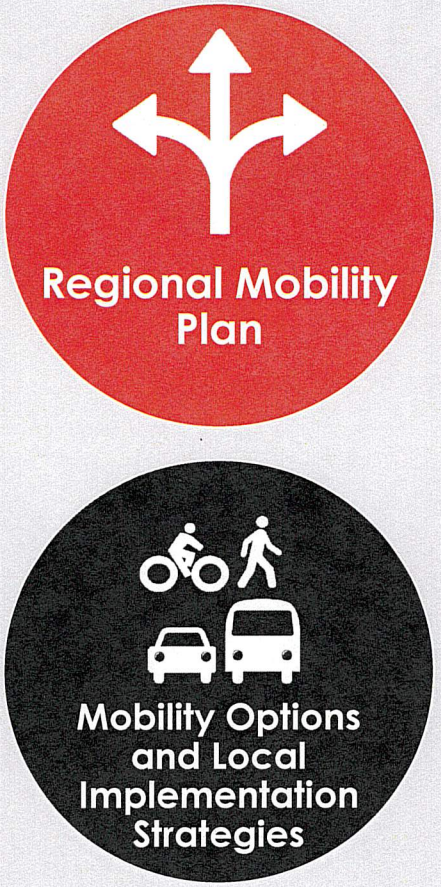


TRANSPORTATION IMPROVEMENTS

What would make you try a new mode of travel in the future?



ON BOARD: REGIONAL MOBILITY PLAN



STRATEGIES

Mobility plan designed to identify wide range of strategies to improve transit and related services

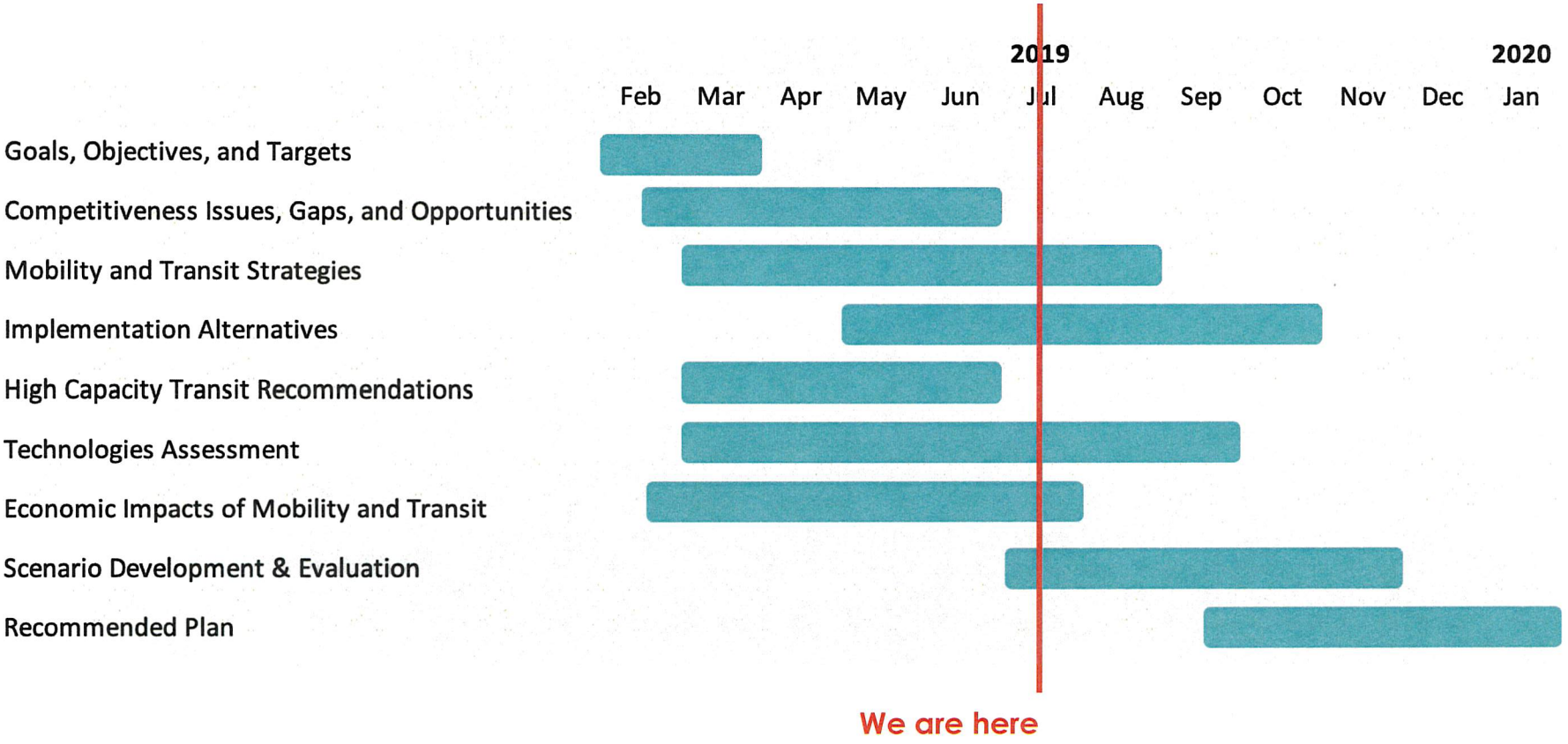
There are many options

- Traditional approaches
- Best practices from elsewhere
- New technology



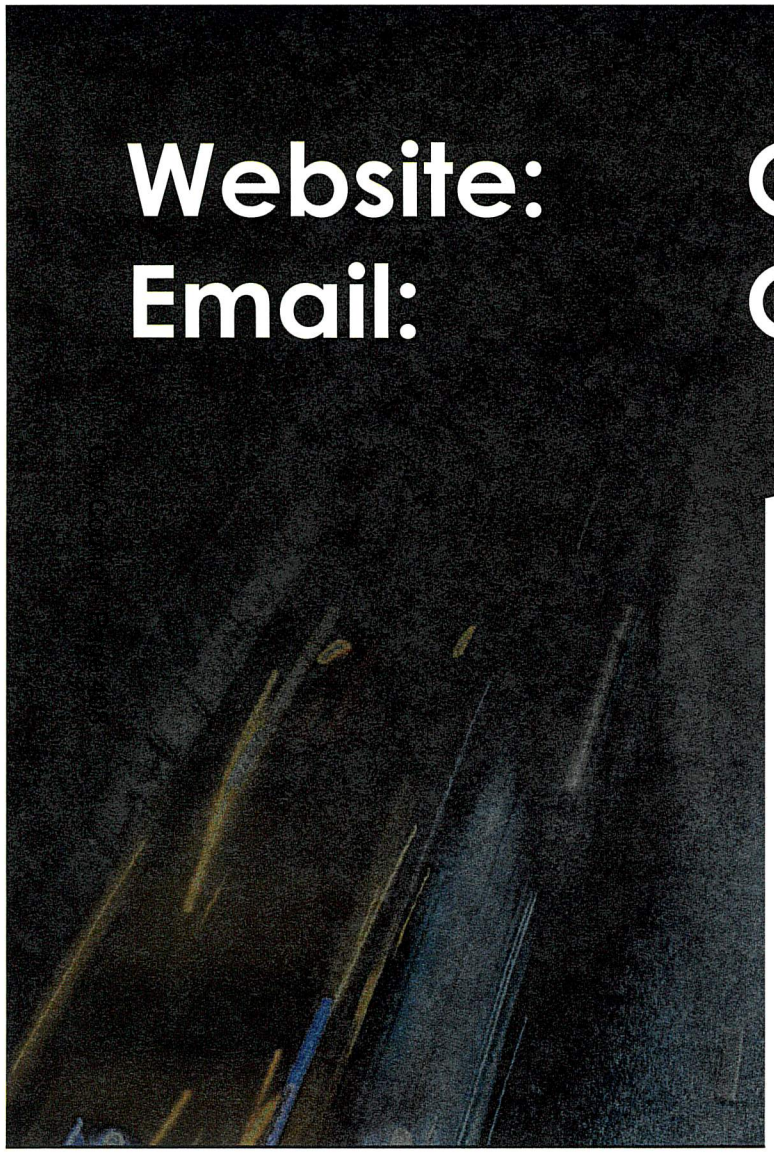
NARROWING DOWN THE STRATEGIES

PROJECT SCHEDULE



Website: OnBoardSNV.com

Email: OnBoard@rtcsnv.com



RTC



REGIONAL TRANSPORTATION COMMISSION

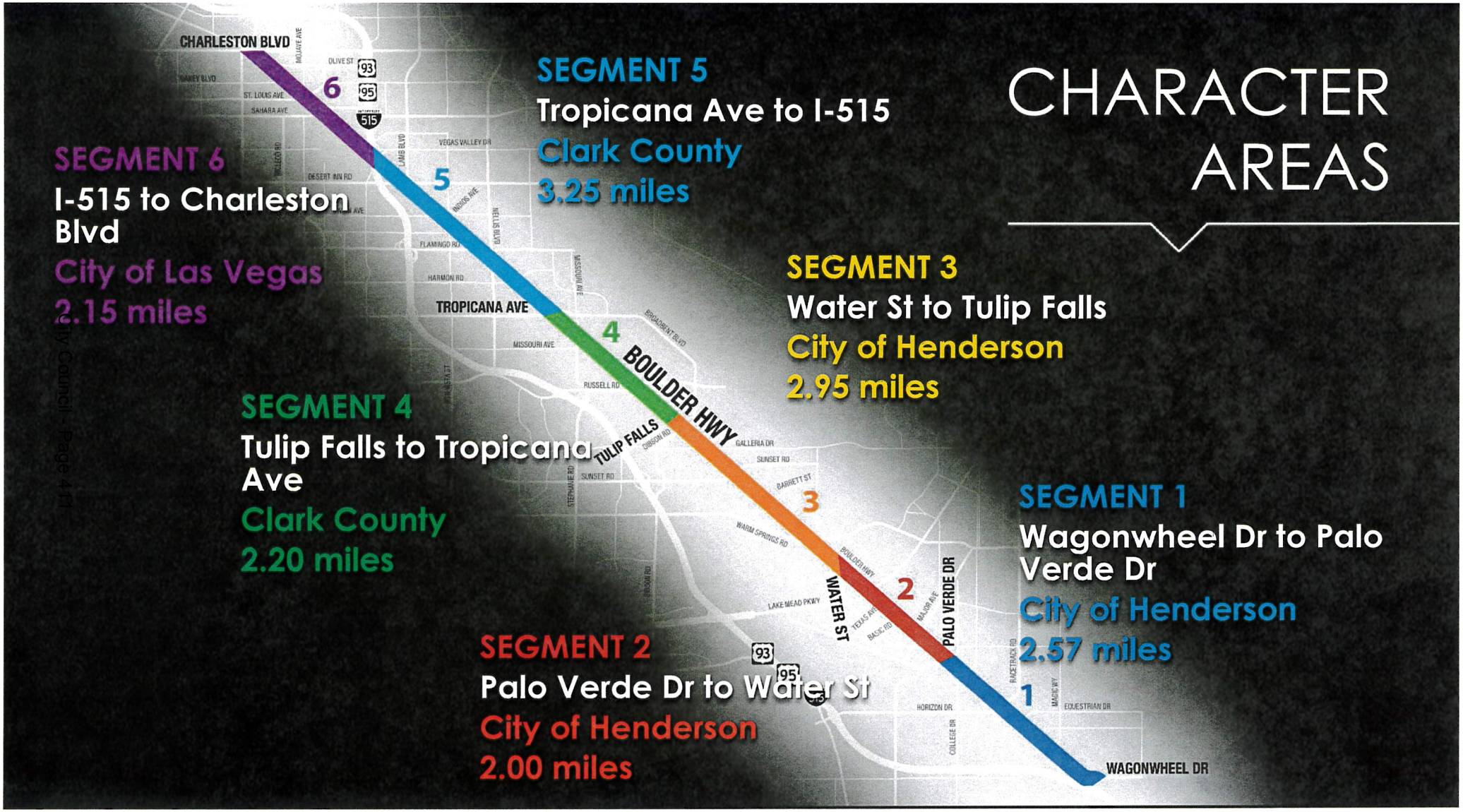
BOULDER HIGHWAY
MULTIMODAL TRANSPORTATION INVESTMENT STUDY



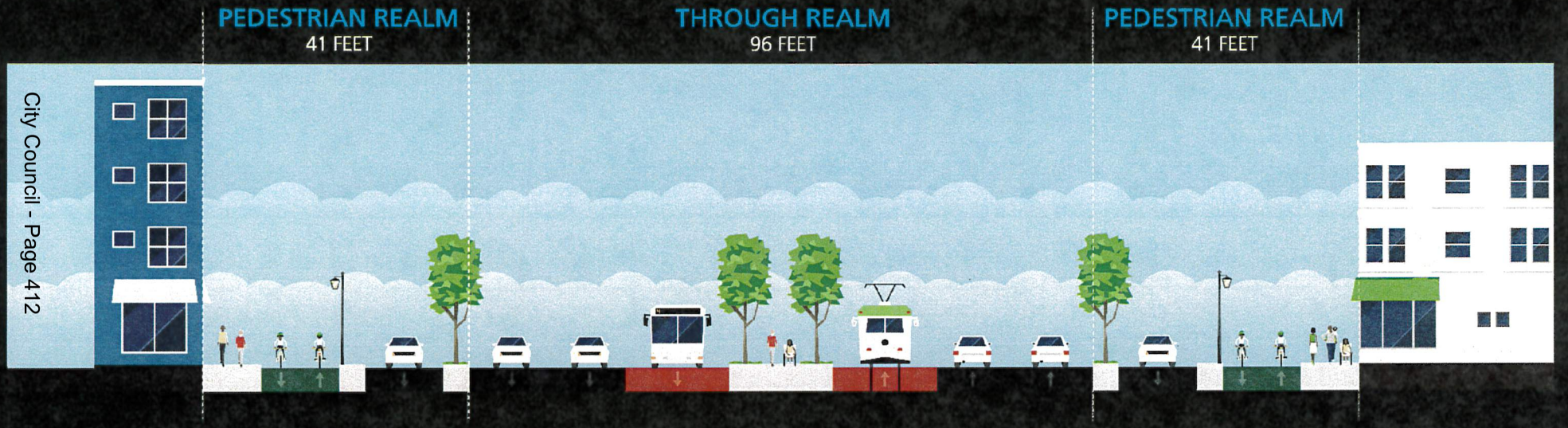
GOALS

- Provide safe non-motorized travel
- Improve vehicle safety
- Support economic re-development
- Support transit culture
- Reliable movement of people on the corridor

CHARACTER AREAS



PROPOSED CONCEPT



PROPOSED CONCEPT



STAKEHOLDER FEEDBACK



COMMUNITY FEEDBACK

Overall Concept Approval



79%

Sidewalks



83%

Center-Running Transit



76%

Dual Cycle Tracks



53%

Access Lanes



70%

Mid-block crossings



72%

Street Lighting



90%

PROJECT COST

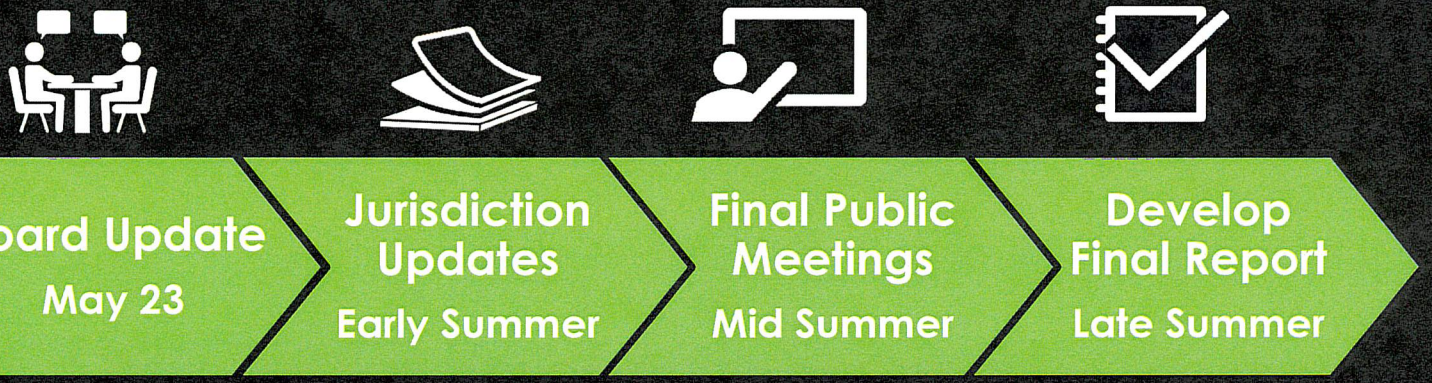
$145 Million

for

15 miles

of reconstruction

STEPS TO COMPLETION




RTC

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
51

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
ADMINISTRATIVE:

Report from Scott D. Adams, City Manager, on Emerging Issues - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City Manager (CM) Report will be a vehicle for the City Manager to update the Council on emerging issues that may have an impact on the City of Las Vegas. The CM Report will be a recurring item for every Council meeting. If there are no items for the particular meeting, the City Manager will recommend that the item be stricken.

RECOMMENDATION:
Report only, no action required.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
52

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Scott Adams

SUBJECT:
ADMINISTRATIVE:

Report by Staff regarding the 2019 (80th) Session of the Nevada Legislature - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Staff will give a report regarding the 2019 (80th) Session of the Nevada Legislature.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. 2019 End of Session Presentation
2. Submitted at Meeting - PowerPoint Presentation



City of Las Vegas
80th Legislative Session

Legislative Affairs
August 7, 2019

City of Las Vegas Legislative Team

Carson City Team:

- Shani Coleman, Deputy Director, Government Affairs Executive
- Kelly Crompton, Government Affairs Manager
- Ryan Black, Legislative Liaison

Contract Lobbyists:

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Assembly Leadership





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- Springs Preserve $3 Million

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NEVADA STATE
LEGISLATURE



Submitted At Meeting

Date 8/7/19 Item 52

City

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NEVADA STATE
LEGISLATURE

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
53

DEPARTMENT: Finance **DISCUSSION**
DIRECTOR: Venetta Appleyard

SUBJECT:
Discussion for possible action to select an Offeror, including presentations by the top two Offerors, regarding an exclusive negotiation agreement to serve as the basis for entering into a development agreement for RSOQ No. 190211-JH, Development Partner Master Plan Northwest Las Vegas - Department of Economic and Urban Development - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On April 25, 2019 proposals were received for RSOQ 190211-JH, Development Partner Master Plan Northwest Las Vegas. The written proposals were evaluated by an evaluation committee that consisted of Planning, Economic and Urban Development, Public Works and City Manager's Office staff. The top two Offerors have been recommended to present to the City Council for consideration and final selection. The selected Offeror will assist the City with the design and implementation of a 1,092-acre master plan in Northwest Las Vegas, consistent with the City's adopted Upper Las Vegas Wash Vision Plan. After City Council selection, the City and Offeror will enter into an exclusive negotiation agreement to serve as the basis for entering into a development agreement. The development agreement will be brought to the City Council for possible action to approve in the future.

RECOMMENDATION:
To select the preferred Offeror for RSOQ 190211-JH, Development Partner Master Plan Northwest Las Vegas and to authorize the City Manager to execute an exclusive negotiation agreement with the Offeror.

BACKUP DOCUMENTATION:
1. Notices for Presentation
2. Submitted after Final Agenda – Presentation Submitted by America Nevada Company – Mark Fine and Associates and Presentation Submitted by Olympia Companies
3. Submitted at Meeting - Master Plan Presentation Submitted by Olympia Companies and Master Plan Presentation Submitted by American Nevada Company - Mark Fine and Associates

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

FINANCE
VENETTA APPLEYARD
DIRECTOR

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

cityoflasvegas
lasvegasnevada.gov

July 8, 2019 *Sent this day via email*

Attn: Phillip Ralston
American Nevada Company, LLC
2360 Corporate Circle, Suite 330
Henderson, NV 89074

RE: RSOQ - Selection of Applicants for Presentations before City Council
190211-JH, Development Partner Master Plan Northwest Las Vegas

Dear Mr. Ralston:

The City of Las Vegas is pleased to inform you that your company has been selected to present before the City Council. The presentation before City Council will be held on Wednesday, August 7, 2019 after 9:00 a.m., 2nd Floor, City Hall, 495 South Main Street.

The presentation will be limited to 20 minutes, with the first 15 minutes allotted to your company for a presentation and the final 5 minutes for questions and answers by the City Council.

Please address the following in your presentations:

1. Who is the Project Manager, and who are the Key Personnel that will be working directly on this project? What is the proposed schedule that represents a realistic expectation on how long the project will take to begin and complete?

2. What experience does your firm have with development projects that have development standards, community open space and landscape amenities, and community design features (integration of various residential densities, mixture of residential and commercial uses in a village center, and edge treatment along sensitive conservation lands similar to a national monument) consistent with the vision of the Upper Las Vegas Wash Master Plan?

3. After review of the unique features and characteristics of the Upper Las Vegas Wash landscape, terrain, infrastructure requirements, surrounding land use and given current and projected market conditions, what is your firm's development approach for the area? What options have you considered to maintain economic viability while providing your firm's commitment to submitting a land use plan and development agreement that meets the vision of the Upper Las Vegas Wash Master Plan, and strategies to assure adherence to the Plan through buildout and sustainable governance afterwards?

4. What is your proposed approach for engaging with key stakeholders, government agencies and community interests for the area?

Please limit attendance at this interview to the key personnel listed in your Proposal. If you have any questions concerning the presentation, please contact me at 702-229-6185 or jwhill@lasvegasnevada.gov.

Sincerely,

John Hill, CPPB, Contracts Specialist
Purchasing and Contracts
495 S. Main St., 3rd Floor
Las Vegas, NV 89101

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

FINANCE
VENETTA APPLEYARD
DIRECTOR

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

cityoflasvegas
lasvegasnevada.gov

July 8, 2019 *Sent this day via email*

Attn: Christopher Armstrong
Olympia Companies, LLC
11411 Southern Highlands Parkway, Suite 300
Las Vegas, Nevada 89141
carmstrong@olympiacompanies.com

RE: RSOQ - Selection of Applicants for Presentations before City Council
190211-JH, Development Partner Master Plan Northwest Las Vegas

Dear Mr. Armstrong:

The City of Las Vegas is pleased to inform you that your company has been selected to present before the City Council. The presentation before City Council will be held on Wednesday, August 7, 2019 after 9:00 a.m., 2nd Floor, City Hall, 495 South Main Street.

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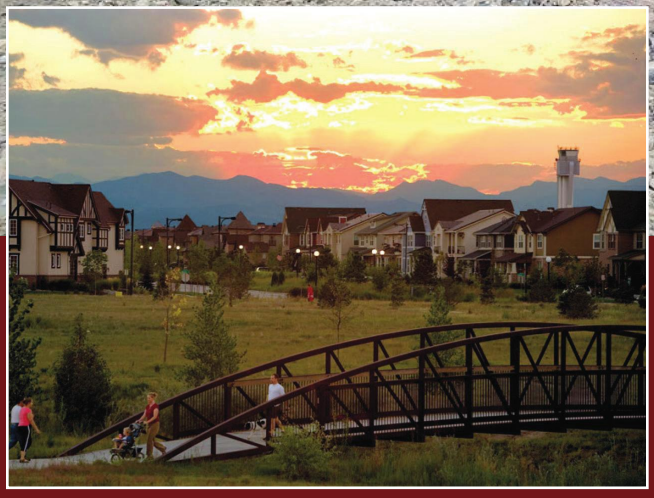
Sincerely,

John Hill, CPPB, Contracts Specialist
Purchasing and Contracts
495 S. Main St., 3rd Floor
Las Vegas, NV 89101





DEVELOPMENT PARTNER FOR MASTER PLAN NORTHWEST LAS VEGAS

RSOQ NO. 190211 - JH

American Nevada company
A Greenspun Company

MARK L. FINE & ASSOCIATES

American Nevada company
A Greenspun Company

MARK L. FINE & ASSOCIATES

American Nevada Company ("ANC") was formed in 1972 by Hank and Barbara Greenspun. Since 1946, with the launch of Las Vegas Life magazine, the Greenspun family remains a leader in business and local philanthropy. From the Las Vegas Sun to KLAS TV Channel 8, from Greenspun Community Cable to Vegas.com, to the UNLV Greenspun College of Urban Affairs, the Greenspun family continues to leave an indelible mark on the community where they live.

Mark L. Fine & Associates ("MLF") Mark Fine moved to Las Vegas in 1973. At that time, Las Vegas was a sleepy desert town with little growth and no true planned communities. It had always been a boomtown, and quality of life was sacrificed for the quick construction of homes and general sprawl. As President of American Nevada, Fine guided the development and growth of Green Valley, Las Vegas' first large scale master-planned community, for 17 years. Long before the concept of "traditional neighborhood development", Fine was concerned with open space, parks, public art, schools and libraries. Today it is home to 75,000 people. Later, as President of the Summerlin Division of the Howard Hughes Corporation, he was responsible for launching Summerlin which today is home to 85,000 people. Mark was inducted into the Nevada Business Hall of Fame in 2014.[1]

Recently, the City of Las Vegas has been recognized with the Mayor's Climate Protection Award. The City should be proud of these types of awards as they demonstrate that the world is beginning to see that in addition to being a great place to do business and a great place to live, Las Vegas is also a leader in sustainability. **ANC and MLF, through this RSOQ, seek to create a public private partnership to: a) realize the goals and objectives of the Upper Las Vegas Wash Vision Plan, b) to create a replicable model for sustainable development, and, in so doing, c) further Las Vegas' reputation as one of world's leaders in sustainability.**

Our Team

Our team is led by ANC and MLF and includes **RVi Planning + Landscape Architecture, Brynn Grey/Wolff Lyon Architects, WSP, GCW Engineers\Surveyors, RCLCO Real Estate Advisors, Ballard Spahr, Richard T. Serfas & Assoc., and UBS Financial Services, Inc.|Public Finance**, which brings together extensive experience in visioning, design, sustainability, transit, developing zero carbon and grid resilient communities, military housing, engineering, construction, affordable housing, deed restrictions, contracts, land use law, finance, title, economic analysis, entitlement and government relations and public private partnerships.

ANC has a history of creating vibrant, sustainable communities in southern Nevada. For over 40 years our teams have planned, designed, developed, sold and managed 12,000 acres of master planned communities in the Las Vegas valley. We have emphasized partnerships with the City staffs and governments as we delivered diverse neighborhoods that maximized public spaces, parks, trails and public facilities, while delivering a wide array of housing options from affordable to move-up, to executive, to custom homes and home sites, along with sustainable retail centers and commercial parks. ANC developed the first master planned community and the first true mixed-use development, The District, in Green Valley Ranch. ANC's most recent development, Aliante, was developed in partnership with North Las Vegas, Pulte Homes, GCW Engineering, Richard Serfas, RCLCO and RVi and created a walkable, connected, mixed-use community rich with trails and parks accessible throughout the neighborhoods. This community proved its resiliency through and after the Great Recession, as evidenced by its return to prosperity. As the first significant BLM auction of 1900+acres, ANC needed to work in close partnership with the City staff and Council to create a development agreement that assured a consistent application of design and development standards, and delivery of appropriate and necessary utility and roadway infrastructures to a large area not previously developed. Achieving its obligations under the development agreement was only the starting point; Aliante has exceeded the expectations of the City and the neighborhoods.

MLF is a Las Vegas-based real estate development company focusing on the development of unique and high-end retail and office projects in Southern Nevada. Founder and Chief Executive Officer, Mark L. Fine has a track record of more than three decades of experience in developing some of the most successful and landmark residential and commercial developments in the Las Vegas Valley. MLF helped to envision three of Las Vegas' most successful custom home communities - Quail Ridge Estates, The Fountains, and Grand Legacy - as well as nearly 2 million square feet of office, industrial and retail space and amenities. Within Summerlin, MLF was responsible for the custom home communities of Eagle Hills and Tournament Hills as well as the development and opening of the Tournament Players Club at Summerlin. MLF was an active participant in Park Towers, Las Vegas' premier luxury high-rise condominium at Hughes Center, from the project's inception. MLF developed Hills Center North Business Park, the second phase of a 22.5-acre master-planned business park in the heart of Summerlin that encompasses more than 250,000 square feet in 36 buildings. MLF co-developed Canyon Pointe Shops, 25,000 square feet of the only in-line retail space at Canyon Pointe, a 600,000-square-foot community retail center in Summerlin. More recently, MLF developed the Las Vegas Metropolitan Police Headquarters and served as a strategic advisor to Focus Property Group in their development of two master-planned communities: Mountain's Edge, a 3,500-acre master-planned community in the southwest region of the Las Vegas Valley;

[1] 2014 Nevada Business Hall of Fame Inductee: Mark L. Fine. https://www.youtube.com/watch?v=fhgyyvAhSGU

and Providence, a 1,200-acre community in northwest Las Vegas. MLF has been an integral part of the Las Vegas community's residential and commercial growth.

RVi

RVi's purpose is to inspire people to be outside and engage in the community around them. As planners and landscape architects, RVi embraces every opportunity to advance this mission by creating memorable, healthy and engaging outdoor experiences. Founded in 1982, RVi has grown into a national firm with a broad range of project experience that inspires our team to think creatively. RVi approaches each new opportunity with an adventurous spirit, a collaborative mindset, and a desire to consistently raise the bar for our clients and for the communities we serve. Headquartered in Austin, RVi also has offices in Houston and Tempe, AZ. Some of the most challenging and rewarding projects have involved brownfield redevelopment, such as the Mueller community in Austin, the Quarry Splash Pad in Williamson County, and the Westside Quarry Park and Preserve in Atlanta. Others have been challenging from a topography standpoint, including Travisso in Leander, Kissing Tree in San Marcos, and Headwaters in Dripping Springs. RVi specializes in taking the challenges posed by the site and transforming them into amazing opportunities that make each project special – taking advantage of natural views, integrating the site's history into the design, and engaging project users in the story behind the project. The results of our context-sensitive planning and design approach translate into projects that are more economically successful and that become timeless centerpieces of the communities they serve.

Brynn Grey/Wolff Lyon Architects

Brynn Grey/Wolff Lyon Architects (BG/WLA) has extensive experience building award winning neighborhoods with a sense of community and place; working in the natural environment in the Colorado high country; designing military housing in Hawaii; and creating successful public/private partnerships at the local, state and federal level.[2] BG/WLA's most recent development projects include: The Wellington Neighborhood, Breckenridge, Colorado; the Peak One Neighborhood, Frisco, Colorado; Whole Foods Market / Basecamp, Frisco; and West Steamboat Neighborhoods, Steamboat Springs, Colorado. BG/WLA has experience with EPA sustainability standards, LEED, Green Globes and Energy Star and, more importantly, doing the difficult cost benefit analysis between maintaining affordability while meeting aggressive sustainability targets. In addition, BG/WLA has extensive experience with affordable housing and deed restrictions resulting in it being invited to work with the Urban Land Institute's Building Healthy Places Initiative on a large complex with issues related to an ethnically diverse and economically challenged resident population and with the Harvard Graduate School of Design on brownfield landscaping, remediation and restoration strategies. BG/WLA's work has received national recognition, including: the EPA's highest award, the National Award for Smart Growth Achievement; the Congress of New Urbanism's highest award, the Charter Award; a Denver Post article declaring one of its affordable neighborhoods "a model for the entire state.."; and featured in HGTV's "Dream Builders". BG/WLA is actively involved in the Conscious Capitalism movement.

WSP

WSP develops creative, comprehensive and sustainable engineering solutions for a future where society can thrive. Equipped with an intimate understanding of local intricacies, world-class talent and proactive leadership, we plan, design, manage and engineer long lasting and impactful solutions to uniquely complex problems. We work across disciplines and sectors, including buildings, infrastructure, transportation, water, and energy, with sustainability and resiliency as prominent cross-cutting themes and areas of expertise. We are working at the forefront of developing zero carbon and grid resilient communities through the electrification of buildings, the integration of batteries, electric vehicles, and renewable energy, and through working with utilities to identify the highest value opportunities that these developments can bring.

Josh Radoff, WSP's Buildings and Master Plan sustainability lead, and LEED Fellow, has led numerous large scale projects in their sustainability efforts. This includes efforts towards decarbonization and net zero energy, resiliency and water management, and healthy design aspects. It also includes certification efforts including all of the building oriented rating systems and standards, LEED or otherwise. Currently, Josh is supporting the River Mile redevelopment project in Denver, CO – a two phase, 14 MM SF mixed use urban infill site, a confidential two phase 10 MM private development in Santa Clara, CA, and the Denver International Airport commercial real estate expansion (Aertropolis). Josh has also worked on residential neighborhood oriented master plans, design, and construction, including Denver Housing Authority's Mariposa Neighborhood.

WSP has significant experience working in Las Vegas, including work on the MGM Mirage City Center central plant, Sunrise Hospital and Med Center, and UNLV campus buildings.

GCW

GCW, Inc. (GCW) is a leading provider of a complete range of services related to civil engineering (traffic and transportation engineering, land planning, water, wastewater, flood control), structural engineering**,** and land surveying in Southern Nevada. Incorporated in 1969, the

[2]"A strong relationship between public and private partners in Breckenridge led to the development of the Wellington Neighborhood with its sense of place and affordable housing units." See, Urban Land Institutes *Ten Principles for Successful Public/Private Partnerships,* Chapter 10, Build Trust as a Core Value, page 30. http://uli.org/wp-content/uploads/2005/01/TP_Partnerships.pdf

firm has developed a reputation as an organization of dedicated people who are sensitive to the needs of clients and who achieve the results clients expect through high levels of competency and commitment. **For 50 years,** GCW has developed extensive technical expertise, as well as differentiated itself in a highly competitive marketplace by expanding its resources in emerging technologies and combining those capabilities with a solid understanding of its clients' businesses. We offer comprehensive consulting services to public and private clients facing the challenges of new and aging infrastructure, sustainability and smart growth, program funding, and limited staff. GCW has the expertise to undertake challenging, time-sensitive infrastructure projects while responding to the critical need for sustainability.

Integral to GCW's past success is our commitment to providing engineering services in a timely fashion within budgetary and technical constraints. Great pride is taken in maintaining that reputation. In addition to the key personnel that will be committed to this project, GCW has a diverse range of civil and structural engineers and technical support staff with many years of knowledge and experience in their respective technical specialty areas. With over 100 technical and support staff members employed in Las Vegas, GCW maintains the flexibility to ensure adequate expertise and capabilities are provided to successfully complete all project deliverables within the specified timeframes and programmatic requirements as outlined by the project scope.

RCLCO

Since 1967 RCLCO has been the "first call" for real estate developers, investors, the public sector, and non-real estate companies and organizations seeking strategic and tactical advice regarding property investment, planning, and development. RCLCO leverages quantitative analytics and a strategic planning framework to provide end-to-end business planning and implementation solutions at an entity, portfolio, or project level. With the insights and experience gained over a half-century and thousands of projects–touching over $5B of real estate activity each year–RCLCO brings success to all product types across the United States and around the world.

RCLCO has expertise in five major areas: real estate economics, management consulting, investment strategy, asset management, and legal support. Our multidisciplinary team combines real world experience with the analytical underpinnings of thousands of consulting engagements. We develop and implement strategic plans that strengthen your position in a market or sector, add value to a property or portfolio, and mitigate value erosion.

Since we first opened our doors, RCLCO has been governed by our core values. We believe that excellence, integrity, honesty, respect, exceeding expectations, and quality are great goals that all firms must possess. These goals and values shape the culture and define the character of our firm. They guide how we behave and make decisions. Our extensive network provides us with a unique and comprehensive outlook on the industry, not to mention unmatched access to the best minds in real estate.

Ballard Spahr

Ballard Spahr was founded more than one hundred years ago. It maintains a national practice with over 650 lawyers in 15 offices. Bill Curran and Maren Parry, long-time real estate development and government relations attorneys, will lead the project's legal team, but they will draw on the experience and expertise of other lawyers throughout the firm on an as needed basis. Ballard Spahr has 125 lawyers in its Real Estate Department, making it one of the largest real estate practice groups in the country. Our method includes evaluating alternatives for zoning and regulatory approaches and tools. In 2016, *U.S. News and World Report* recognized the department as the country's Best Law Firm for Real Estate. Ballard Spahr's Public Finance Department, has done public finance work in all 50 states. *U.S. News and World Report* named Ballard Spahr as 2017's Public Finance Law Firm of the Year. The Public Finance department is consistently ranked among the top firms in the country each year for the amount of securities issued with our bond counsel opinions. Ballard's other departments are Litigation, Intellectual Property and Business and Finance. Each department contains a number of specialized practice groups. The firm also maintains an active network of relationship with leaders in virtually every area of endeavor and, when needed, can call on this network for the benefit of the firm's clients.

Richard Serfas

Richard T. Serfas is President of Richard T. Serfas & Associates. The collaborate group specializes in Urban Planning and Design, Land use, Entitlement and Regulatory Matters for Master Planned Communities and Mixed Use Development. Serfas has more than 45 years' experience in Urban Planning and Real Estate Development. He served as Vice President of Commercial Planning and Design for American Nevada Company (ANC) from 1999 to 2010. During his tenure with ANC he was responsible for the Planning and Entitlement of the Company's Retail, Office and Mixed Use Developments. The highly successful District at Green Valley was planned and developed in 2004 by ANC. Prior to that, he was project manager of Focus 2000/Marnell Corrao Associates in Las Vegas since 1996, where he was in charge of property acquisitions and development entitlements from 1989 to 1994. Prior to that, he was assistant director of the Clark County Department of Comprehensive Planning.

UBS

UBS is a leading global financial services firm and the world's largest wealth manager, with over $2.4 trillion of assets under management and approximately 60,000 employees across 50+ countries. As part of UBS's Global Wealth Management division, our Public Finance team has a powerful platform from which to offer underwriting services to our clients. Since 2017, when UBS announced its decision to re-enter the new issue negotiated market, the Firm has acquired top tier banking talent and dedicated significant resources to this sector. UBS now has more than 60 public finance professionals in 15 offices across the country. The Public Finance capital markets team has also been expanded

over the past year and now includes 37 sales and trading personnel across the country and a four-person underwriting desk dedicated to municipal bonds. UBS operates a five-person sales, trading and underwriting desk to focus on western credits, which is based in Los Angeles. UBS has strong, long-standing relationships with top tier institutional and international investors, the middle market, and an extensive retail network. Such relationships enable us to provide intelligent and aggressive bond pricing and the best execution for our clients. Our retail capabilities are bolstered by our approximately 6,500 financial advisors to wealth management clients across the country with nearly $87 billion in municipal holdings. Specific to the project, UBS maintains a strong wealth management presence in the State of Nevada with 68 employees in four offices, including 32 financial advisors (25 in our offices in the City of Las Vegas), who collectively manage $4.0 billion of client assets, including $335 million of municipal bonds in nearly 500 municipal accounts. UBS clients holds approximately $428.0 million of bonds issued by entities within the state of Nevada.

Upper Las Vegas Wash Vision Plan

Our team views the goals and objectives of the Upper Las Vegas Wash Vision Plan as "push ideas" -- as an incredible point of departure for a collaborative and innovative process to explore new ideas and create new models of development and, perhaps even new technologies. Working in partnership with the City of Las Vegas, Las Vegas City Council, Las Vegas City Staff, Las Vegas Planning Staff, Las Vegas Paiute Tribe, Clark County School District, ULI Nevada District Council, Southern Nevada Water Authority, Las Vegas Wash Coordination Committee, National Parks Service, BLM, US Department of Interior, US Department of Fish and Wildlife, Nevada Division of Forestry, adjoining property owners, Get Outdoors Nevada and other stakeholders, our team will work to "aim high in hope and work." Those "push ideas" include:

- Create a sustainable, resilient community that provides a range of housing options and commercial amenities to support the daily needs of its neighborhoods— ie., real neighborhoods with real full-time residents and real sense of community and place;
- Maximize the extensive open space opportunities and adjacencies to the Las Vegas Wash, the Paiute Tribal Lands, and the Tule Springs Fossil Beds National Monument, focusing on walkability and connectivity, both within the community through extensive trail systems and pedestrian friendly roadway systems, and to neighboring developments and roadways;
- Explore opportunities to integrate Tule Fossil Beds' and Paiute Tribe's rich history into the fabric, culture and land use patterns of the neighborhoods;
- Develop appropriate commercial uses that take advantage of job growth and the resulting demand for housing;
- Investigate design and construction strategies to reduce the cost of housing, such as integrating manufactured/pre-fabricated housing into the stick-built patterns so as to achieve greater affordability and broader pallet of architectural design and land use patterns.
- Develop creative solutions to address the Creech Air Force Base housing needs and explore ways to address: a) Creech's recruiting and retention issues relative to the lack of affordable housing; and b) any special issues relative to personnel being engaged in daily, highly stressful Overseas Contingency Operations and remotely piloted missions and then, without break, returning to their homes and neighborhoods; and
- Explore creative, innovative and educational amenities to attract families and children.

The following RSOQ response provides details about our team members, their extensive experience, and our planned approach to assist the City to achieve its Vision Plan.

Sincerely,

Phil Ralston
President
American Nevada Company, LLC

Mark Fine
President
Mark L. Fine Associates

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SECTION 1 TAB

FORM A – OFFER STATEMENT AND BUSINESS INFORMATION

This SOQ is submitted in response to RSOQ No. 190211-JH and constitutes an offer by this Offeror to enter into a potential Contract for the scope of services described herein. Execution of this document by the Offeror shall represent that the Offeror is familiar with all local conditions and utilized this knowledge when preparing this SOQ.

Legal Name of Offeror: American Nevada Company , LLC		DBA, if Applicable:
☐ Individual/Sole Proprietor ☒ Limited Liability Company ☐ Partnership ☐ Corporation (Incorporated in the State of _____)		
Address for Legal Notice: 2360 Corporate Circle Suite 330		
City: Henderson	State: NV	Zip: 89074
Phone No.: 702.990.2187	Fax No.: 702.990.5025	
Contact Name: Phillip Ralston		
Email Address: phil.ralston@anclv.com		
CLV Business License No:	☒ ATTACHED Copies of all licenses, registrations or certifications required herein.	

Contact Name for Insurance: Ruth Clark		
Phone No.: 702.990.2189	Fax No.: 702.990.2189	Email Address: ruth.clark@greenspuncorp.com
Insurance Agency Contact (Optional): Ruth Clark		
Phone No.: 702.990.2189	Fax No.: 702.990.2189	Email Address: ruth.clark@greenspuncorp.com

The Offeror is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following addenda:

Addendum No. 1	Initial PhR	Addendum No.	Initial
Addendum No. 2	Initial PhR	Addendum No.	Initial
Addendum No. 3	Initial PhR	Addendum No.	Initial

The undersigned Offeror has received, read and fully understands and agrees to all terms, conditions and specifications set forth in the attached RSOQ. The Offeror hereby agrees to contract with the City to perform all work and/or furnish all the materials specified in the manner and time therein prescribed in the RSOQ. By signing below, I certify under penalty of perjury that all information provided to the City is truthful and correct.

*Authorized Representative's Signature: P. Ralston Date: 4.25.19

Authorized Representative's Name: (Print) Phil Ralston Title: President

Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the Offeror or organization.

FOR INFORMATIONAL PURPOSES ONLY

Is this Offeror a Minority, Women or Disabled Veteran Business Enterprise? ☒ No ☐ Yes If "Yes" Specify ☐ MBE ☐ WBE ☐ DVBE

Has this Offeror been certified as a Minority, Women or Disabled Veteran Business Enterprise?

☒ No ☐ Yes If "Yes" Specify Certifying Agency _____ (***Attach a copy of your certification***)

SECRETARY OF STATE

STATE OF NEVADA

CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, Barbara K. Cegavske, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **AMERICAN NEVADA COMPANY, LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since November 18, 2002, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 8, 2019.

Barbara K. Cegavske
Secretary of State

Electronic Certificate
Certificate Number: C20190408-0724

State of Nevada Board

of Landscape Architecture

Christopher Crawford

License # 729

Expires: June 30, 2019

Is a Registered Landscape Architect

in Good Standing in the State of Nevada

Authorizing Signature

Ellis L. Antuñez, FASLA, Executive Director

SECRETARY OF STATE

STATE OF NEVADA

CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, Barbara K. Cegavske, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **WSP USA BUILDINGS INC.**, as a corporation duly organized under the laws of New York and existing under and by virtue of the laws of the State of Nevada since October 25, 2012, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 23, 2019.

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

Electronic Certificate
Certificate Number: C20190423-1089

NEVADA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

STATE OF NEVADA
BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CERTIFICATE OF REGISTRATION

GCW, INC.

IS HEREBY REGISTERED TO OFFER PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES IN THE STATE OF NEVADA

January 01, 2019
Date Of Registration

December 31, 2019
Expiration Date

Executive Director

State Bar of Nevada

Certificate of Good Standing

IT IS HEREBY CERTIFIED that ***William P. Curran,***

Bar Number 49 *was admitted by the Supreme Court of the State of Nevada on* ***09/16/1974*** *as an Attorney and Counselor at Law duly licensed to practice in all courts of the State of Nevada. It is further certified that* ***William P. Curran*** *is now an* ***Active*** *member of the State Bar of Nevada in good standing.*

DATED Wednesday, March 27, 2019.

Michael Guttadaro
Member Services Administrator
State Bar of Nevada

State Bar of Nevada

Certificate of Good Standing

IT IS HEREBY CERTIFIED that ***Maren Parry,***

Bar Number 9643 *was admitted by the Supreme Court of the State of Nevada on* ***10/20/2005*** *as an Attorney and Counselor at Law duly licensed to practice in all courts of the State of Nevada. It is further certified that* ***Maren Parry*** *is now an* ***Active*** *member of the State Bar of Nevada in good standing.*

DATED Wednesday, April 03, 2019.

Elizabeth M Pastore
Member Services Administrator
State Bar of Nevada

State Bar of Nevada

Certificate of Good Standing

IT IS HEREBY CERTIFIED that ***Brent R. Heberlee,***

Bar Number 5019 *was admitted by the Supreme Court of the State of Nevada on* ***10/04/1993*** *as an Attorney and Counselor at Law duly licensed to practice in all courts of the State of Nevada. It is further certified that* ***Brent R. Heberlee*** *is now an* ***Inactive*** *member of the State Bar of Nevada in good standing.*

DATED Wednesday, April 03, 2019.

Elizabeth M Pastore
Member Services Administrator
State Bar of Nevada

UBS

UBS Financial Services holds all current Federal and State licenses and registrations required to serve as an underwriter on financings. Additional information may be obtained at FINRA Broker check website: https://brokercheck.finra.org/.

Shawn Dralle, Executive Director, holds the FINRA Series 53 and 24 licenses.

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SECTION 2 TAB

Section 2 – Project Approach

Section 2(a)

(a) Describe the proposed approach for the scope of work outlined in Section 1.1. listed above; including but not limited to how Offeror will comply with the development standards and community amenities as outlined in the Upper LV Wash plan, and the itemized list of (a)-(u).

Response:
Drawing on our wealth of experience, the ANC-Fine team believes the most effective and efficient way to deliver this project is to utilize a multiple-phased approach. The initial phase of work will be to further develop, analyze and refine the plan as presented in the Upper Las Vegas Wash Vision Plan. Rigorous testing of the Plan's feasibility from a marketability and deliverability perspective is essential in the initial phase to ensure a successful Project, both physically and economically. This work would represent Phase 1 of our process/ project approach.

The findings in Phase 1 will be instrumental to the Developer for assisting the City with the completion of the following:

- Appraisal – The completion of the appraisal must occur in conjunction with the completion of the feasibility process in order to accurately appraise the land based on a residual land value approach.
- Development Agreement – Phase 1 will result in a feasibility analysis that will be used as the basis for a conceptual plan that meets market demands. It also will guide the details of development standards necessary to deliver the community in a manner that will achieve the goals of the feasibility process, while also meeting the City's goals and objectives for the overall community.

The following multi-phase approach identifies the major steps required in an effective Master Planned Community development process. The various Scope of Work items identified in the RSOQ will be addressed throughout the development process. They are not detailed here, but will be part of the detailed work flow identified in preparation for the development of the community, either in the master developer's scope of work, or in the sub-consultants' or home builders' scopes of work.

Phase 1 – Feasibility

1. Using the following work plan outline, develop a budget for the work from initial activities through feasibility and the City's decision whether to proceed.
2. Opportunities and Constraints
    a. Team members will study the existing attributes of the land, both physical and environmental, to determine opportunities and constraints for development of the land relative to the Vision Plan. The team also will meet with stakeholders to understand their various interests. This process may include:
        i. Evaluate site topography – Survey for physical or title constraints
        ii. Evaluate the environmental conditions – Phase 1 site assessment
        iii. Review archeological conditions
        iv. Assess locations of offsite infrastructure, and requirements to support the Vision Plan (e.g., utilities, roadway connectivity to the south and to US-95)
        v. Study drainage for opportunities to redirect flows across the site to achieve as many of the open space goals and objectives of the Vision Plan as possible
        vi. Assess impact of overhead power lines running along the boundary of the site, and through the site
        vii. Assess the view and open space opportunities arising from the sloped terrain, and from the adjacencies to the Paiute lands, the Las Vegas Wash and the Tule Springs Fossil Beds National Monument (National Monument)
        viii. Meet with City and Air Force to understand USAF needs and desired outcomes
        ix. Meet with City and Paiute representatives (tribal council) to ensure that development is harmonious with the Snow Mountain Reservation.
3. Land plan
    a. Assess the impacts of the opportunities and constraints determined above on the illustrative plan developed in the Vision Plan, which may impact the following:
        i. Roadway networks
        ii. Land uses
        iii. Residential product mix and densities
        iv. Commercial product types
        v. Open spaces and other community amenities
        vi. Schools, fire station, maintenance facilities, reservoirs and other public infrastructure
    b. If necessary, develop a revised conceptual plan taking into account the opportunities and constraints.
    c. If changes due to physical, environmental or archeological constraints are material, review revised conceptual plan with City before proceeding to feasibility.

4. Feasibility

   Market and financial analysis – conduct economic studies based on the revised plan:

   a. Market Analysis
      i. *Site Evaluation.*
      ii. *Regional Socioeconomic Analysis.*
      iii. *For-Sale Residential.* Evaluate for-sale residential development opportunities.
      iv. *Commercial Land Uses.* Analyze the market potential for candidate land uses (multifamily apartments, senior housing, office, retail, hospitality, military).
      v. *Conclusions and Recommendations.* Analyze all of the above and assemble development recommendations for the subject property.
      vi. *Development Opportunities Matrix.*
      vii. *Development Recommendations.*
      viii. *Phasing Strategy.*
   b. Financial Analysis
      i. *Financial Feasibility.* RCLCO proposes to develop a detailed financial model with a 20-year operating horizon to both ensure that the project is buildable given the economics of the regional construction marketplace, and also to "optimize" the project

5. Assess impact of market study results on conceptual plan
   a. Determine whether changes to the plan are necessary to meet market conditions; revise conceptual plan as appropriate
      i. Product mix, densities – residential
      ii. Product mix – non-residential
      iii. Conceptual plan
      iv. Amenities, open spaces
      v. Phasing
      vi. Timeline
      vii. Share revisions to conceptual plan with various stakeholder groups for feedback
      viii. Evaluate consistency with Upper LV Wash Vision Plan; review with City
      ix. USAF housing requirements and financial structure
   a. Develop an economic model
      i. Based on the market studies and revised conceptual plan, as applicable, develop assumptions for phasing the development of the community.
      ii. Create a timeline for delivery of development phases
      iii. Developer and sub-consultants will forecast revenues and development costs based on the assumptions addressed above
      iv. The Developer will survey debt financing resources for proposed financing structures/vehicles to be used. These likely will include at least (1) a conventional acquisition and development loan (A&D loan), and (2) an improvement district bond (LID/SID).
      v. Developer will survey home builders as to participation in a builder consortium as a means to supplement funding of initial development costs.
   c. Develop Proforma (without land value)
      i. Developer will create a draft proforma from the information above. This will be done before the land value is finalized. The Developer will propose a land value that considers the information above. The resulting draft proforma will be presented to the City for reference in the appraisal process, as discussed below.
6. Appraisal of land – The feasibility process should conclude with the determination of the land residual value based on the results of the process above. The Developer and Sub-consultants will work with the City and the BLM to complete the appraisal process.
7. Review of Phase 1 results and appraisal by City; City approval to proceed

Phase 2

1. The Developer and City will negotiate the terms of a purchase and sale agreement for take down of the land by the Developer.
2. Developer will begin negotiating debt financing agreements with lender(s). In addition, if an improvement district is deemed appropriate, Developer and City will begin the underwriting process.
3. The Developer understands that the City and the BLM may make significant progress on the form of development agreement prior to this point. Once the feasibility process is completed, and the City and the BLM have affirmed the decision to proceed with the sale and development of the land, the Developer and sub-consultants will assist them with incorporation of the revised plan attributes into the detail of the development agreement. This may include:
   a. Meeting with City staff, attorneys and consultants to understand the City's specific requirements for the development agreement.
   b. Review existing codes and evaluate changes to this development agreement scope necessary for the City to achieve its goals and objectives for the Vision Plan.

c. Evaluate the impact of development agreement requirements on the delivery of development phases, physically and financially.
d. As necessary, revise the conceptual plan and the proforma accordingly.
e. Assist the City in preparation of a final development agreement document to be adopted by the City Council.

4. The Developer and sub-consultants will prepare conceptual design themes for use throughout the community as guidelines for the overall visual character and style of the community. This may include sketches, elevations, plans and photos illustrating proposed improvements at community entry points and in amenity and open space areas.
5. The Developer and sub-consultants will create the specific development plan for each phase of development (consistent with the proforma). Beginning with the first phase, we will prepare a timeline and development and marketing plans that address the following:
    a. Engineering Plans
    b. Offsite and onsite utility plans
    c. Roadway plans
    d. Tentative maps
    e. Completion of offsite infrastructure
    f. Completion of onsite infrastructure
    g. Determination of main marketing entry to project
    h. Completion of overall project amenities (e.g., sales center, major community amenities, open spaces)
    i. Completion of amenities for each development phase (e.g., neighborhood parks, trails)
    j. Marketing (1) to broader market, awareness, brand identity, (2) to homebuilders for subdivision takedowns, and (3) to commercial developers.

    The Developer will negotiate/contract with sub-consultants in the various project disciplines necessary to complete each development phase. The developer will negotiate sales agreements with homebuilders and commercial developers.
6. Based on the development plan, the Developer will create appropriate master and sub-associations for the overall community, and for residential subdivisions or commercial parks. Where appropriate, CCRs will be created and recorded to insure that neighborhoods and commercial parks (1) are developed pursuant to standards and guidelines consistent with the goals and objectives of the conceptual plan, and (2) are operated pursuant to a consistent set of rules and regulations applied throughout the community. The Developer will oversee the management of the associations until such time as association boards transition to non-Developer control.

Section 2(b)

(b) Describe the project management methodologies, strategies, and systems to be used by the firm.

Response:
Project management methodologies and strategies

a. Team approach
    i. The Developer has assembled a multi-disciplined team of development professionals that have extensive experience in master planned community planning, design, development and management. Perhaps most importantly, many of the team members have worked together numerous times on similar projects. We have established effective and efficient lines of communication, have a collaborative mindset for problem solving, and have a proven successful track record of delivering projects on-time and on-budget.
    ii. Executive oversight and guidance of the project will be provided by ANC and Fine. The strength of this leadership duo is their ability to share a clear vision of the Project keeping the team focused and on task.
b. Team members (sub-consultants), each with an established track record of success in their specific areas of expertise relative to master plan community development (economics, engineering, land planning, urban design, sustainability, military housing, entitlement/legal, financing, etc.), will assume responsibility for segments of the development process according to each sub-consultant's area of expertise.
c. Developer will establish accountability for delivery of services in a timely manner.
d. The Developer and each sub-consultant have indicated adequate allocation of staff to conduct the services necessary for this project. In addition, our team's wealth of local experience ensures that there is no "learning curve" with respect to agency procedures and requirements, which results in a streamlined project delivery.
e. This project requires a phased process approach of evaluation and development to meet the objectives and expectations of the City.
    i. The initial efforts will determine the feasibility of developing the land in accordance with the Vision Plan. Where improvements are recommended by the team based on market evaluations and financial considerations, the team will get input from the various project stakeholders. Advise the City on pros and/or cons of proposed revisions, if any, and allow the City to decide to proceed or to adjust the plan vision and re-evaluate feasibility, if necessary.
    ii. Provide recommendations for the phased delivery of the project according to market demand.

iii. The developer team will monitor market conditions throughout the development process for changes impacting feasibility (demand, costs, absorption, etc.). As needed, Developer will review market conditions with City staff and council to determine any changes to development strategies.

f. The team will provide detailed financial analyses throughout the development process to ensure a viable, stable, and successful project for the City and Developer (discussed in more detail below).

g. We recommend and propose frequent, regular communication with City staff (and Council as appropriate)

h. We also recognize the importance of stakeholder engagement in this process. Involvement of stakeholder groups throughout the project lifecycle will help develop trusted partnerships resulting in a win for all parties.

Systems

1. The development team members will adapt their existing systems and implement as appropriate for each area as follows:
    a. Monitor market conditions, changes, impacts on feasibility, demand, delivery, absorption, phasing
    b. Forecasting, accounting and reporting
    c. Scheduling
    d. Marketing
    e. Staffing

Section 2(c)

(c) Describe the firm's approach to respond, under limited notice, to meetings and field visits with quick turnaround as needed in local emergency situations.

Response:
Most of our team members, including both co-developer team members, are located in southern Nevada. We have done significant work locally and have developed management and field teams that are responsive to owner inquiries and inspections. Team members are available and able to respond to project situations that require immediate attention. We will communicate with City staff on a frequent basis throughout the project. If the City requires immediate project access, or if project emergencies arise, our team members will have staff available to respond in a timely and appropriate manner.

Section 2(d)

(d) Identify budgeting, scheduling, and quality assurance processes and any other pertinent information the evaluators should be made aware of to properly evaluate the competence and qualifications of your firm to perform services for this project.

Response:
The Developers and team members have developed budgeting, scheduling and QA/QC processes that are used on a regular basis. For this project the Team will do the following:

1. In conjunction with the feasibility analysis, budgeting systems will be developed specific to the City's project to allow timely (1) monitoring of revenues and development costs, and (2) adjustment of budgets and forecasts.
2. A detailed scheduling system will be established to monitor progress throughout the project's life.
3. Quality assurance programs will be developed to allow continuous monitoring and evaluation of performance to standards agreed upon with the City.
4. Appropriate reporting guidelines and approval processes will be implemented to monitor and report project variances and plan adjustments.
5. A working group will be established to include representation from all critical project team members including the City. Standing agenda items will include budget, schedule and compliance, and meetings will be scheduled weekly (or more frequently as required).

SECTION 3 TAB



Section 3(a) – Summary of Relevant Company Experience

American Nevada
company
A Greenspun Company

American Nevada Company (ANC), as Offeror and Developer, and Mark L. Fine & Assoc. (Fine), as Co-Developer, form a strong leadership group for our development team. Each has a long and successful history of master planned community development in southern Nevada. Our Relevant Company Experience is summarized below.

Nevada

Green Valley

Green Valley, American Nevada Company's flagship community, is located in Henderson, Nevada and was the first master planned community in the Las Vegas valley. American Nevada Company broke ground on the 7,100-acre community in 1978 and it quickly received national recognition by the Urban Land Institute as a prototype of an outstanding master planned community. It is now home to over 75,000 people.

Green Valley Ranch

Green Valley Ranch, located in Henderson, is a 1,310-acre master planned community that was completed in 2002. It features a carefully planned mix of land uses with over 4,000 homes. Recreational amenities include parks, open space areas, pedestrian and bike paths, and Liberty Pointe, an element of this community featuring a performing arts pavilion, multi-generational recreation and aquatic center and a library. Also located in Green Valley Ranch are The District, a unique metropolitan lifestyle center; the upscale Green Valley Ranch Resort/Hotel Casino; two corporate centers; two neighborhood shopping centers; a medical center; schools; and houses of worship.

Seven Hills

Seven Hills is a Henderson, Nevada master planned community situated on 1,300 hillside acres in the rolling foothills of the Black Mountain Range. Its 25 neighborhoods encompass more than 2,500 homes including approximately 300 custom estate homes. Several miles of pedestrian walkways and bikeways and four large city parks are located within Seven Hills. The community was completed in 2003.

Aliante

The Aliante master planned community is located in North Las Vegas at Aliante Parkway and the northern 215 beltway. The 1,900+ acre community consists of a primary village and an active adult village with approximately 6,500 homes. The master plan incorporates residential, commercial, recreational, and public uses arranged by a comprehensive plan designed to complement the lifestyles of its residents. The Aliante Casino is located at the north end of the community. Aliante opened in May 2003 and quickly became one of the fastest selling communities in the valley.

Arizona

Mission Peaks

An affiliate of American Nevada Company (ANC) was responsible for the assemblage, planning and entitlement for the master planned community of Mission Peaks/Rancho Maria, just south of Tucson, Arizona. Mission Peaks was planned for up to 15,000 homes on approximately 4,200 acres. The project subsequently was sold.

Texas

Meridiana

When the owner of approximately 2,000 acres in Brazoria County, about 30 minutes south of Houston, Texas, wanted to create a master planned community, ANC was brought in as a partner. ANC assisted with the remaining assemblage, bringing the land holdings to approximately 3,000 acres. ANC also was responsible for land planning and design, and for the master planned entitlement. ANC subsequently sold its interest in Meridiana back to its partner.

MARK L. FINE
& ASSOCIATES

Mark L. Fine has been an active real estate developer in Las Vegas for more than 40 years and has played a central role in developing many of our valley's most beloved master-planned communities. Dating back to the early 1970's, when he was president of American Nevada, for 17 years he guided the development and growth of Green Valley, Las Vegas' first large scale master-planned community.

Fine then became an instrumental part of establishing Summerlin and was responsible for launching the community during his four years as president of the Summerlin division of The Howard Hughes Corporation. Summerlin quickly became the nation's fastest selling community and today is home to more than 100,000 people.

As Senior Advisor/Partner with Focus Property Group, Fine assembled consortiums of builders and worked closely with the BLM to acquire property and manage all of the pre-development work for the Mountains Edge, Providence and Inspirada master-planned communities.

Fine created Mark L. Fine & Associates in 1976 and Fine Properties in 2005 with his son, Jeffrey Fine, to focus on the development of unique and high-end retail and office projects, including Hills Center North Business Park, Canyon Pointe Shops, Gardens Plaza, and the Las Vegas Metropolitan Police Headquarters complex near downtown.

ANC and Fine have developed significant relationships with seasoned professionals in all areas of expertise relevant to master planned community development. Our team is indicated in Section 4 on Form C, along with bios and selected project summaries.

FORM B – PAST PERFORMANCE

PROJECT NAME & LOCATION	ROLE		PROJECT OWNER'S NAME & ADDRESS	OWNER REPRESENTATIVE'S NAME & PHONE	PROFESSIONAL OR KEY STAFF MEMBER / ROLE (P)=Prime
	PRIME	SUB			
Aliante	☒	☒	North Valley Enterprises, LLC 2360 Corporate Circle Suite 330 Henderson, Nevada 89074	Phil Ralston 702-990-2187	(P)Phil Ralston-executive management Chris Crawford- Sun City land plan Johnnie Pate-engineer,transportation B.Gardner-market analysis (RCLCO) Richard Serfas-entitlement
Green Valley/ Green Valley Ranch	☒	☒	American Nevada Co. (& affiliates) 2360 Coporate Circle Suite 330 Henderson, Nevada 89074	Phil Ralston 702-990-2187	(P)Phil Ralston-executive management (P)Mark Fine-executive management Richard Serfas-entitlement Johnnie Pate-engineer,transportation G.Kaufman-market analysis (RCLCO)
Summerlin	☒	☒	The Howard Hughes Corporation 12301 Wilshire Boulevard Suite 315 Los Angeles, CA 90025	Christopher Curry 310-481-9327	Adam Ducker-market analysis Johnnie Pate-engineer,transporation (P)Mark Fine-executive management
Hawaii Regional Housing Privatization Project	☐	☒	Department of the Navy c/o Forest City, Brookfield Asset Management Brookfield Place New York 250 Vesey Street, 15th Floor New York, New York 10281	Denise Gammon previously with Forest city 303-810-6345	Tom Lyon-Architect
Headwaters Dripping Springs, TX	☐	☒	Freehold Communities 48601 Ranch Road 2222 Building 1, Suite 260 Austin, TX 78730	Matt Matthews 512-265-5305	Chris Crawford-Land Planner Dennis Tonsor-Land Planner

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Aliante|North Las Vegas, Nevada

American Nevada
company
A Greenspun Company



SIZE
~ 1,900+ acres
HOMES
6,500
SCOPE
Place Making, Master Planning, Entitlement, Development

PROJECT DESCRIPTION

Aliante is 1,900+ acre mixed-use master planned community located in North Las Vegas. The work scope included water and sewer master plans; master conceptual and technical drainage studies; water, sewer, and roadway infrastructure designs; bridge and interchange design; subdivision improvement plans; and extensive coordination with utility purveyors, North Las Vegas, CCRFCD, CCPW, and other consultants. The community has approximately 6,500 homes, 428 acres of recreational and public use including a golf club and three city parks, commercial centers, and a casino. Other features include the 20-acre Nature Discovery Park with a scenic lake as well as a natural arroyo and a 24-mile interconnecting trail system.





Green Valley|Green Valley Ranch, Henderson Nevada

American Nevada
company
A Greenspun Company



PROJECT DESCRIPTION

Green Valley, American Nevada Company's flagship community, is located in Henderson, Nevada and was the first master planned community in the Las Vegas valley. American Nevada Company broke ground on the 8,400-acre community in 1978 and it quickly received national recognition by the Urban Land Institute as a prototype of an outstanding master planned community. It is now home to over 75,000 people. Included in Green Valley is the 1,310-acre Green Valley Ranch.

Green Valley Ranch, is a 1,310-acre master planned community that features a carefully planned mix of land uses with over 4,000 homes. Recreational amenities include parks, open space areas, pedestrian and bike paths, and Liberty Pointe, an element of this community featuring a performing arts pavilion, multi-generational recreation and aquatic center and a library. Also located in Green Valley Ranch are The District, a unique metropolitan lifestyle center; the upscale Green Valley Ranch Resort/Hotel Casino; two corporate centers; two neighborhood shopping centers; a medical center; schools; and houses of worship.



SIZE

~ 8,400+ acres

RESIDENTS

75,000

SCOPE

Place Making, Assemblage, Master Planning, Entitlement, Development

RCLCO
REAL ESTATE ADVISORS

SUMMERLIN
LAS VEGAS, NEVADA





Summerlin is an expansive master-planned community west of Las Vegas, initially built and administrated by the Howard Hughes Corporation. RCLCO has played an advisory role in Summerlin's development since its inception by leveraging our extensive experience and knowledge of Las Vegas real estate markets. RCLCO has presented findings to Summerlin on new construction strategies, demand for home builders, different home sizes, and projected costs for new homes in the community.

Project Type:
Downtown Revitalization
Market Analysis

Condition of Land:
Master-Planned Community

Product Type:
Detached SF Homes

Client: The Howard Hughes Corporation

Project Reference:
Christopher Curry
Senior EVP, Development
The Howard Hughes Corporation
12301 Wilshire Boulevard
Suite 315
Los Angeles, CA 90025
P: (310) 481-9327
E: chris.curry@howardhughes.com

HAWAII Regional Housing Privatization Project

DEPARTMENT OF THE NAVY

PEARL HARBOR, HAWAII

PROJECT DATA

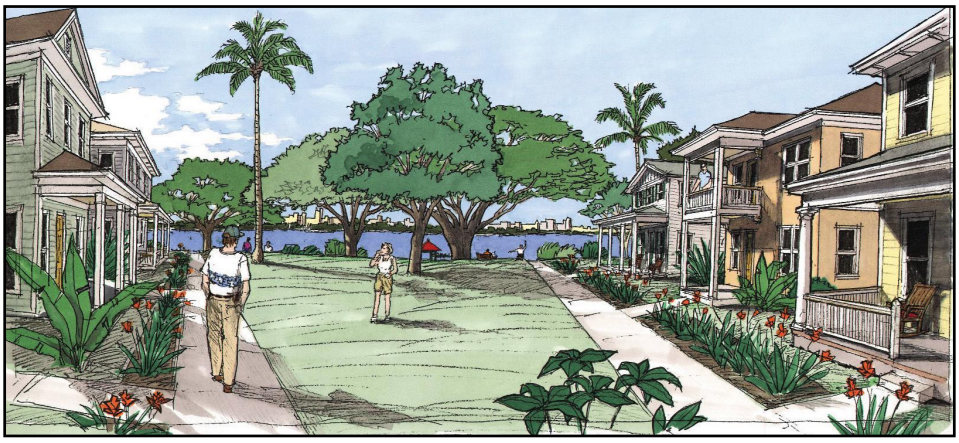
OWNER
Department of the Navy

CLIENT
Forest City Enterprises

SITE
Five neighborhoods in Pearl Harbor area

PROJECT SIZE
Approximately 2,000 Residential Units

COMPLETION DATE
Project awarded to Forest City
Summer, 2003



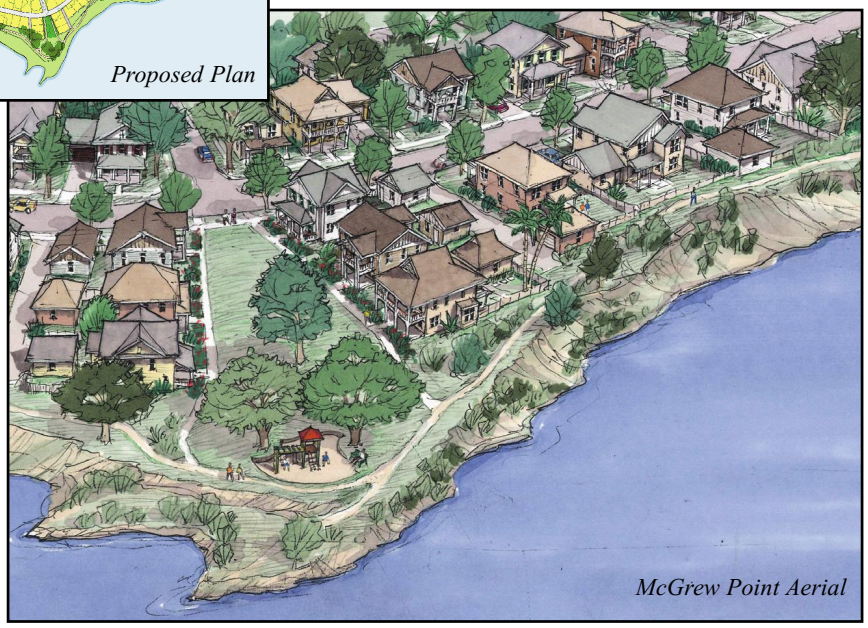
Homes face a green court which serves as a semi-public park space and provides pedestrian connections to other amenities.

PROJECT DESCRIPTION

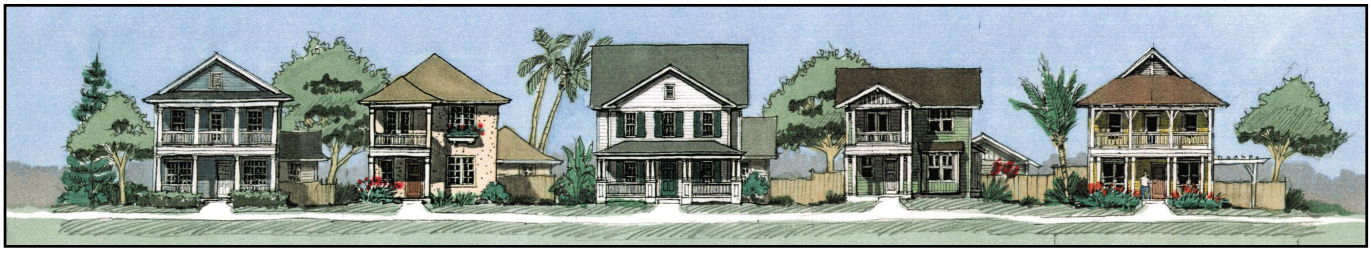
The Navy Hawaii Regional Housing Privatization Project consists of roughly 2,000 units in five family housing sites surrounding Pearl Harbor. The solution for three of the five sites involved total demolition and redevelopment, while the other two sites required major renovations. In every case, site planning and architectural designs were chosen to encourage neighborly interaction and promote a sense of community so important to the transient lifestyles of military families. Also, designs were created to blend with the island architectural styles and respond to local climate conditions. As many as 20 different plans in single-family and duplex configurations, each with three or four elevation variations, were created to meet the program requirements and provide streetscape diversity. The plans range from relatively simple three-bedroom homes for enlisted men and women to larger homes with more amenities for higher-ranking officers. Each single-family plan has four variations of garage placement to allow for unique site conditions and to help avoid magnificent mature trees.



Proposed Plan



McGrew Point Aerial



Streetscape diversity is achieved through the use of different models and architectural treatments.

HEADWATERS

Freehold Communities

Dripping Springs, TX



SIZE
1,500 acres

SCOPE
Master Planning
Entitlements
Thematics
Design Guidelines
Landscape Architecture

PROJECT DESCRIPTION
This Dripping Springs community features the Texas hill country's majestic views, abundant wildlife, and rolling hills. Our design team created a master plan concept that integrates smaller residential lots adjacent to over 1,000 acres of vast open spaces.

Headwaters' signature contemporary style is informed by the former ranch land's heritage and timeless geography. Eight miles of scenic trails and inspiring greenspaces like Homestead and Headwaters Park were designed for picnics and stargazing, while landmark features and small scale destinations were put in place to encourage exploration. At the heart of the community is HW Central, a massive and welcoming recreational complex with a resort-style pool, state-of-the-art fitness center, and a laid-back clubhouse. The Headwaters design embraces healthy living, community engagement, new home design, connectivity, and environmental stewardship.





SECTION 4 TAB

FORM C – KEY PERSONNEL

NAME	DISCIPLINE / EXPERTISE	TITLE	RESIDENT OF NEVADA OR CLARK COUNTY?	As applicable, Certification(s)	EDUCATION DEGREE / YEAR	YEARS OF EXPERIENCE	
						FIRM	CAREER TOTAL
Phil Ralston	Master Plan Development	President, ANC	Yes	N/A	BSBA/1984	27	33
Paul Hamilton	Master Plan Development	CEO, Principal Greenspun Corp.	Yes	N/A	MBA/2005	8	22
Mark L. Fine	Master Plan Community Developer	President, Mark L. Fine Associates	Yes	N/A	BS/1968	45	50
Chris Crawford	Land Planning	President, RVi	No	Nevada PLA No. 729	Texas A&M University, BSLA, 1986	26	33
Dennis Tensor	Land Planning	Director of Planning, RVi	No	N/A	Kansas State University, BSLA, 2006	14	14
David O'Neil	Developer	CEO, Brynn Grey/Wolff Lyon Architects	No	JD	Masters, Juris Doctor	25	35
Tom Lyon	Architect	Partner, Brynn Grey/Wolff Lyon Architects	No	AIA	Masters	25	35
Melissa Sherburne	Planner	Director, Brynn Grey/Wolff Lyon Architects	No	AICP, LEED AP	Masters	5	18
Joshua Radoff	Sustainability	Senior Vice President, WSP USA	No	LEED Fellow	M.S., Sustainability Energy Engineering, 2000	13	17
Bob Murnane	Civil Engineer	Senior Vice President, GCW, Inc.	Yes	NV PE-9680	BS/1987	1	29

FORM C – KEY PERSONNEL

NAME	DISCIPLINE / EXPERTISE	TITLE	RESIDENT OF NEVADA OR CLARK COUNTY?	As applicable, Certification(s)	EDUCATION DEGREE / YEAR	YEARS OF EXPERIENCE	
						FIRM	CAREER TOTAL
Gia Nguyen	Civil Engineer	Senior Vice President, GCW, Inc.	Yes	NV PE-14918	BS/1994	16	27
Johnnie Pate	Civil Engineer	Vice President, GCW, Inc.	Yes	NV PE-11534; PTOW- 937	ME/1994 BS/1988	25	29
Todd LaRue	Real Estate Economics	Managing Director, RCLCO	No	N/A	Emory University, MBA - Real Estate & Finance 2004 University of Virginia, BS - Civil Engineering, 1995	15	23
Adam Ducker	Real Estate Economics	Managing Director, RCLCO	No	N/A	Columbia University, Masters & B.A. Urban Studies, 1996, 1993	17	22
Bill Curran	Real Estate, Zoning & Land Use Lawyer	Partner, Ballard Spahr LLP	Yes	N/A	J.D. 1972	12	47
Maren Parry	Real Estate, Zoning & Land Use Lawyer	Counsel, Ballard Spahr LLP	Yes	LEED Green Associate Attorney	J.D. 2005	12	14
William C. Rhodes	Finance	Partner, Ballard Spahr LLP	No	JD	J.D. 1991	25.5	27.5
Brent Heberlee	Government Relations & Public Policy Lawyer	Of Counsel, Ballard Spahr LLP	No	N/A	J.D. 1993	4 months	26
William A. Hicks Ill	Public Finance Lawyer	Senior Counsel, Ballard Spahr LLP	No	N/A	J.D. 1967	11	52
Richard T. Serfas	Urban Design Planning Real Estate Development	President, Richard T. Serfas & Associates	Yes	AICP	MPA-Penn State 1975 MS RED-Colombia University 1995	10	45
Shawn Dralle	Investment Banking	Executive Director, UBS	No	FINRA Series 53	Masters	2	30

PHILLIP RALSTON | PRESIDENT

American Nevada Company



Phillip N. Ralston is the president of American Nevada Company, that specializes in the design and development of master-planned communities, commercial developments and residential properties. He oversees all aspects of ANC's operations including development and financing activities. During his tenure Mr. Ralston has been responsible for the origination and negotiation of over $1 billion in financing transactions, and in the planning development and management of 15,000 acres of master planned community property and of 2.7 million square feet of commercial property.

PAUL HAMILTON | PRINCIPAL

The Greenspun Corporation



EDUCATIONAL BACKGROUND AND CERTIFICATIONS

MBA, Graziadio School of Business, Pepperdine University
Directors' Consortium Graduate, Fall 2015 (joint offering by Chicago Booth School of Business, Stanford Business School, and the Tuck School of Business at Dartmouth)
Licensed Real Estate Broker, Nevada
Chairman of the Board, American Nevada Company
Board Member, Telesphere
Board Member, Vegas.com
Board Member, Candlelighters for Childhood Cancer

SENIOR LEADERSHIP

Mr. Hamilton currently serves as the President and CEO for The Greenspun Corporation, overseeing all operations of the corporate conglomerate that has significant investment positions in print and electronic media publications, travel and tourism, real estate, and gaming. Mr. Hamilton's efforts at TGC have made a tremendous impact on the financial performance of the companies, increasing overall asset value by approximately 300% within his first two years. In addition, Mr. Hamilton has helped re-solidify TGC's position in the community through his extensive network of relationships and hands-on leadership approach.

MARK FINE | PRESIDENT

Mark L. Fine & Associates



Mark L. Fine has been an active real estate developer in Las Vegas for more than 40 years and has played a central role in developing many of our valley's most beloved master-planned communities dating back to the early 1970's when he was president of American Nevada, where for 17 years he guided the development and growth of Green Valley, Las Vegas' first large scale master-planned community.

Fine's vision for Green Valley was revolutionary for Las Vegas, which at the time was defined by general sprawl. It was important for Fine to not just build homes, but to create communities in which residents would take a sense of pride. Fine made open spaces, parks, public art, schools and libraries priorities. His public art program was embraced by the community and was rated "Best of the Best" by the Las Vegas Review-Journal. During Fine's tenure, Green Valley became one of the nation's fastest growing communities and today is home to more than 75,000 people. Fine then became an instrumental part of establishing Summerlin and was responsible for launching the community during his four years as president of the Summerlin division of The Howard Hughes Corporation. Summerlin quickly became the nation's fastest selling community and today is home to more than 100,000 people.

As Senior Advisor/Partner with Focus Property Group, Fine assembled consortiums of builders and worked closely with the BLM to acquire property and manage all of the pre-development work for the Mountains Edge, Providence and Inspirada master-planned communities. Fine created Mark L. Fine & Associates in 1976 and Fine Properties in 2005 with his son, Jeffrey Fine, to focus on the development of unique and high-end retail and office projects, including Hills Center North Business Park, Canyon Pointe Shops, Gardens Plaza, and the Las Vegas Metropolitan Police Headquarters complex near downtown.

Actively engaged in the community, Fine served on the Southern Nevada Strategic Planning Authority and the Andre Agassi Foundation Board of Directors; was the past president of the board of Class! Publications; and was a National Trustee of the National Jewish Medical and Research Center, the top respiratory hospital in the United States. Fine is a dedicated advocate for quality education and in addition to his work as former chairman of the UNLV Foundation and chairman of the UNLV Research Foundation Board of Directors, was the founding director of the Clark County Business School Partnership Program. In 2007 he adopted Booker Empowerment Elementary School and has worked closely with administrators to create and fund value added programming for the school. In recognition of his long-term dedication to the Clark County School District, Mark L. Fine Elementary School opened in southwest Las Vegas in 2009.

Other civic involvement/awards: Member of the Urban Land Institute for 30+ years, founder of the Young President's Organization; trustee emeritus and former executive committee member of the Nevada Development Authority; past member of the Nevada Tax Commission; founding director of Continental National Bank and Nevada First Bank; named one of Nevada's Top 50 Leaders by Nevada Business Journal; Las Vegas Chamber of Commerce Community Achievement Award; selected by In Business Las Vegas as one of Southern Nevada's Most Influential Businessmen; and was chosen as a member of the "Vegas Dozen" by the Nevada Cancer Institute.

CHRIS CRAWFORD, PLA

President



Chris is an industry leader in land planning and the development of large-scale, master-planned communities. He has led the master planning for nationally recognized communities such as Anthem Las Vegas, Anthem Phoenix, Sun City Grand, Sun City Texas, Steiner Ranch, Coyote Springs Nevada, and Aliante.

Chris is a regular participant in ULI discussion panels and speaking engagements. In addition, Chris has served as a member of the faculty at The University of Texas at Arlington, a visiting lecturer at Texas A&M University, and served as Chairman of the Grand Prairie Planning and Zoning Commission.

EDUCATION
Texas A&M University, Bachelor of Science, Landscape Architecture

PROFESSIONAL LICENSURE
Professional Landscape Architect, Texas No. 1385, Nevada No. 729

TEACHING EXPERIENCE
The University of Texas at Arlington, Adjunct Professor

Texas A&M University, Guest Lecturer

COMMUNITY INVOLVEMENT
Urban Land Institute, CDC Silver Council, Current Member & Past Vice-Chair

American Society of Landscape Architects (ASLA), Member

Texas Society of Landscape Architects, Member

Leadership Austin, Class of 1999

ON A PERSONAL NOTE
One of Chris' many hobbies includes watercolor painting.

SELECTED PROJECT EXPERIENCE








Woodbine Development
Fields Ranch Headquarters

Del Webb Corporation
Anthem Phoenix
Anthem Parkway
Berry Creek Bridge
Sun City Texas

DMB Associates
Victory at Verrado

Castle Hill Partners
Trinity Falls

Taylor Morrison/Taylor Woodrow
Steiner Ranch
Travisso

Pulte Homes
Highpointe
Anthem Las Vegas
Loma Colorado

Hillwood Communities
Wolf Ranch

Walsh Holdings
Walsh Ranch

TerraWest Communities
Encore at Eastmark

Brookfield Residential
Easton Park
Blanco Vista
Kissing Tree

DENNIS TONSOR

Director of Planning – Austin



Dennis primarily focuses on master planned community developments in Texas and the Southwest United States.

Dennis' professional experience now includes master planning, site planning, lot layout studies, landscape design, cost estimation, and digital rendering. True to his roots as a Missouri farm boy, Dennis takes special interest in extending a site's heritage into the built environment.

EDUCATION

Kansas State University,
Bachelor of Landscape Architecture

COMMUNITY INVOLVEMENT

Congress for the New Urbanism, Member

Urban Land Institute (ULI), Member

ULI NEXT South Flight, Co-Chair 2018

Real Estate Council of Austin, Member

American Planning Association, Member

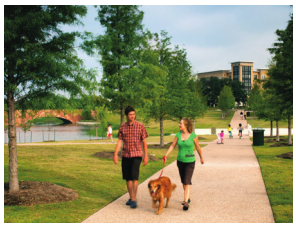
ON A PERSONAL NOTE

One of Dennis' many interests includes smoking meats.

SELECTED PROJECT EXPERIENCE





Woodbine Development
Fields Ranch Headquarters

Taylor Morrison/Taylor Woodrow
Steiner Ranch
Travisso

DMB Associates
Victory at Verrado

Makar Development
Belterra

Catellus/City of Austin
Mueller

Sun Communities
River Run Ranch

Walsh Holdings
Walsh Ranch

Pulte Homes
Highpointe
Loma Colorado

TerraWest Communities
Encore at Eastmark
Harvest at Queen Creek

Newland Communities
Teravista
Falcon Pointe

Freehold Communities
Headwaters
Orchard Ridge



DAVID O'NEIL

CEO and Founder

David is CEO and founder of Brynn Grey and oversees visioning, entitlements and financing. David founded the company in 1994 and has been developing traditional neighborhoods in Summit County since 1999. Most recently, he is the developer of the Whole Foods Market/Basecamp in Frisco, Colorado. David is also member of the Colorado Bar and has practiced land use and real estate law. As General Counsel for a national real estate investment, development and management firm, David has been involved in real estate development in Alabama, Colorado, Florida, Georgia, Maryland and Tennessee; projects including residential development, manufactured housing and marina acquisition / permitting. David was founder of Peak One Neighborhood, LLC, Wellington Neighborhood, LLC and Traditional Neighborhood Builders, Inc. in Summit County, Colorado. Previously, David was a partner in Eighth & Pearl, LLC, Developer of the Eighth & Pearl Shops and Residences in Boulder. Awards include: EPA National Award for Smart Growth Achievement; Metropolitan Homes Design 100; Sunset Magazine Merit Award; and, Congress of New Urbanism Charter Award. David has spoken on housing and public/private partnerships at numerous conferences, including Colorado's Housing NOW! Conference, APA National Conference, and Greenbuild National Conference.

EDUCATION
Bachelor of Arts, JD, University of Denver

Masters of Public Administration, University of Colorado

AFFILIATIONS
Urban Land Institute



TOM LYON

Co-Founder and Principal, Wolff Lyon Architects

Tom Lyon is Principal and founder of Wolff Lyon Architects. Originally founded in the early 1980's, the firm has evolved from the original design-build firm to a full-service architectural, urban design and development consulting firm based in Boulder, Colorado.

In the area of community development, Wolff and Lyon were the founders of the Affordable Housing Alliance and architects for the Poplar Project, an award winning (Urban Land Institute and American Institute of Architects) affordable housing joint venture with the City of Boulder Housing Authority. They were selected by the City of Boulder in a major competition as project architects for the Foothills Community, a 75-unit affordable housing neighborhood.

Key Projects

- McGrew Point, Pearl Harbor, Military Housing, Hawaii
- Whole Foods Frisco / Basecamp, Frisco, Colorado
- Eighth and Pearl Shops and Residences, Boulder, Colorado
- Peak One Neighborhood, Frisco, Colorado
- Wellington Neighborhood, Breckenridge, Colorado
- Miller Ranch, Eagle County, Colorado
- Lincoln Park at the Wellington Neighborhood, Breckenridge, Colorado
- Stapleton Design Book, Denver Colorado

EDUCATION
Colorado College, BFA Fine Arts

University of Colorado, Master of Architecture

AFFILIATIONS
American Institute of Architects

Congress for New Urbanism (CNU)

NCARB

Stapleton Design Review Committee

Affordable Housing Alliance, Boulder



MELISSA SHERBURNE, AICP, LEED AP

Director of Acquisitions

Melissa manages business development, entitlements and planning, and government and community relations for Brynn Grey Partners. These include commercial and mixed-use development (Basecamp Frisco/Whole Foods Market) and workforce housing neighborhoods (Peak One Neighborhoods, Frisco; Wellington Neighborhood, Breckenridge; West Steamboat Neighborhoods, Steamboat Springs). Melissa's role at Brynn Grey includes due diligence for land acquisition, management of entitlement and planning processes, community outreach, overseeing a team of consultants for development submittals, and presenting to government boards. Melissa has a Masters degree in Environmental Management from Duke University and is also a LEED-Accredited Professional. She has worked with dozens of clients across the West, from small mountain communities to large, growing metro areas. Prior to Brynn Grey, Melissa worked for AECOM, and SE Group.

Melissa lives in Frisco, Colorado with her husband and two young children and serves on the Frisco Town Council, as well as ULI's Resort, Entertainment, Tourism and Leisure (RETL) Council.

EDUCATION
Bachelor of Arts, University of Colorado

Masters of Environmental Management, Duke University

AFFILIATIONS
Urban Land Institute

American Planning Association

JOSHUA RADOFF, LEED Fellow, LEED AP BD+C

Senior Vice President, Built Ecology Team Leader



11 years with the firm

17 years total

Professional qualifications

LEED Fellow

LEED AP BD+C

Education

Master of Science, Sustainable Energy Engineering, Kungl Tekniska Hogskolan (Royal Institute of Technology), Stockholm, Sweden, 2000

Master of Science, Electrical Engineering, Columbia University, New York, NY, 1999

Bachelor of Arts, Physics, Colby College, Waterville, ME, 1995

CAREER SUMMARY

Josh is the leader of the Built Ecology team at WSP – WSP's built environment sustainability group. Josh has a background in sustainable energy engineering and works at the intersection of green building, integration of sustainable energy systems, and building and community health, wellness, and resiliency. Josh has consulted on a wide variety of projects for both public and private sector clients–nationally and internationally–and is a regular writer and speaker on sustainability topics including conference keynote and college commencement addresses. His work has been featured in print and web magazine articles, blogs, and book essays.

Josh has led a variety of complex, multidisciplinary projects in the form of strategic guidance, design assistance, and technical analysis. He has managed built environment and district energy projects pursuing nearly all of the LEED rating systems, Enterprise Green Communities, Living Building Challenge, Net Zero Energy, and WELL Building Certification.

Josh was a co-founder of the sustainability consulting firm YR&G, and he led that firm from 2006-2017. He also co-founded the advocacy non-profit GreenHomeNYC in New York in 2002. Josh is a former adjunct professor at the University of Colorado Denver, a past co-chair of the ULI Colorado Building Healthy Places committee, a past Board Member of DRCOG's Sustainable Communities Initiative Executive Committee, and previously a member of USGBC's LEED Advisory Committee.

PROFESSIONAL EXPERIENCE

- DEN Real Estate Energy and Water Master Plan, Denver, CO. Project manager for the project to develop an approach to net zero energy and "One Water" infrastructure for the 10 million sf commercial development planning effort. This included developing energy load profiles, renewable and district energy supply analysis and water treatment and reuse analysis, both technical and economic.
- River Mile, Denver, CO. Josh is leading the sustainability plan for this 14 million sf master plan redevelopment of the Elitch Gardens amusement park waterfront with goals to maximize carbon reductions and reconnect Denver to its urban river corridor. Josh developed the overall holistic sustainability strategy and led the disctrict energy and renewable analysis for the project, including navigating regulatory and policy barriers.
- Confidential Mixed Use District, Santa Clara, CA. Josh is leading the zero carbon district energy approach for a multi-phase, several million sf development in Santa Clara, including the development of an all electric infrastructure with integration of batter storage and renewable energy. Under Josh's lead, WSP is conducting technical and financial analysis to provide direction, design, and implementation.
- Ft. Collins City Plan, Sustainability Support for City Plan, a combined Comprehensive Plan and Transportation Master Plan, Ft. Collins, CO. Josh is the planning team's sustainability lead, supporting the development of policies and scenario modeling to align with the City's climate, health, and land use goals. This includes the consideration of transit, mode shifting, and electric vehicle adoption, as well as building sector codes, efficiency, renewable energy deployment, utility integration, and overall densification.



BOB MURNANE, PE

Senior Vice President

29 Years of Experience

As former City Manager and Public Works/Parks and Recreation Director for the City of Henderson, Mr. Murnane has extensive experience in infrastructure planning, design, and implementation associated with master planned communities. Throughout his 22-year career at the City of Henderson, he was involved in the planning, design, and construction of roadways, utility infrastructure, parks, recreation facilities, fire stations, police substations, and various other municipal facilities. Mr. Murnane was the point person for developing infrastructure financing through local improvement districts, municipal financing, and private participation. He was also responsible for implementing the infrastructure funded through the Southern Nevada Public Lands Management Act (SNPLMA), which resulted in the creation of several hundreds of millions of dollars of community amenities. He has an extensive working knowledge of the Bureau of Land Management (BLM) land disposal processes and has working relationships with the BLM leadership.

RELEVANT PROJECTS

Inspirada Master Planned Community, Henderson, NV: Mr. Murnane was responsible for the preliminary infrastructure planning required to develop over 1500 acres in west Henderson, prior to the BLM auction process, to best establish the value of property being offered for sale. He negotiated the development agreement with regard to public works infrastructure with the successful bidder. Mr. Murnane oversaw the creation of a Local Improvement District to fund major components of improvements and coordinated Henderson's capital plan to provide compatible infrastructure timed to best work with the anticipated development schedule.
Owner: Inspirada Builders, LLC

Inspirada Revised Development Agreement, Henderson, NV: Mr. Murnane worked with the developers to revise the development agreement to better reflect the changed market conditions after the economic downturn. He maintained the developers' obligations for community infrastructure and public safety facilities in exchange for zoning considerations.
Owner: Inspirada Builders, LLC

West Henderson Public Facilities Needs Assessment, Henderson, NV: Mr. Murnane supervised the creation of the West Henderson Public Facilities Needs Assessment (PFNA), which identified the anticipated need and cost of public facilities in west Henderson, apportioned those costs across the various land uses and acreages, created a process by which all developments shared in the cost of infrastructure at the time of development, and provided the refunding for those that advanced construction. This program was supported by the development community and has significantly reduced Henderson's unfunded liabilities.
Owner: City of Henderson

EDUCATION

BS Civil Engineering, Oregon Institute of Technology, 1987

LICENSES

Professional Engineer: NV 9680

AFFILIATIONS

American Public Works Association (APWA) Nevada



GIA NGUYEN, PE

Senior Vice President

27 Years of Experience

Mr. Nguyen has over 27 years of experience, the major part of which is in the design of commercial and residential subdivisions encompassing entitlement, due diligence, land planning, grading, street, utilities, plot plans, ALTA surveys, and final maps, as well as managing improvement plan preparation. In GCW's Residential/Commercial/Industrial/ Retail Division, he is responsible for coordinating the preliminary studies, final design, and improvement plan package preparation for both residential and commercial projects.

RELEVANT PROJECTS

The Cove at Southern Highlands, Las Vegas, NV: The Cove at Southern Highlands is a 119-acre, 398 residential units master planned community within Southern Highlands Master Plan Community. GCW has assisted with site layout, land planning and entitlements, cost estimates, and developer agreement with Pulte and Woodside Homes. This development is located in the hillside with many challenges. GCW uses creative engineering to solve these challenges such as using rock walls for retaining and aesthetic, works with geotechnical engineering to design slopes at 0.5 to 1 to help with excavation, and works with CCWRD to design the best route for sewer service for the site with minimal cost to Pulte and Woodside Homes. GCW prepared the master conceptual drainage study as well as site-specific drainage studies for parcels as they were developed, including the design of channels and storm drain system. GCW provided surveying, and mapping services. GCW performed sewer and water analyses, mass grading, infrastructure design, roadway design, traffic engineering, and improvement plans. **Mr. Nguyen was Project Manager and was responsible for land planning, and entitlement support, including meeting with city council members and staff to gain support for the project. He provided due diligence, including researching site restraints, meeting with the agencies to request additional information and input about what issues the site may have, location of existing utilities, drainage pattern, finding easements needing to be vacated, what zoning applies to the site, understanding soil conditions, and locating any faults that may go through the site. Mr. Nguyen is also responsible for conceptual design, cost analysis site planning, and coordinating with public agencies.**

Owner: Pulte Homes

Eldorado Master Planned Community, North Las Vegas, NV: Eldorado is a 1,016-acre master planned community by Pardee Homes. This project includes preliminary and final design services for a 178-lot single family residential subdivision within the Eldorado master planned community. The lot sizes vary from 56 ft. by 90 ft. to 60 ft. by 100 ft. GCW provided surveying, construction staking, and mapping services. GCW performed sewer and water analyses, mass grading, infrastructure design, roadway design, and traffic engineering, and improvement plans. The development also entailed the design of parks and open space and public school sites. GCW provided the tentative map, legal description, vacation of existing drainage easement, aerial topography, water network analysis, drainage study, LOMR, CLOMR, grading plans, storm drain design, improvement plans, and final map. Beginning in 1988 and continuing through today, GCW has assisted with land planning and entitlements, such as 401 permit and development agreement with the City of North Las Vegas. GCW prepared the master conceptual drainage study as well as site-specific drainage studies for parcels as they were developed, including the design of channels and storm drain and the preparation of CLOMRs and LOMRs. **Mr. Nguyen was Project Manager and was responsible for land planning, entitlement support, including meeting with city council members and staff to gain support for the project. He provided due diligence, including researching site restraints, meeting with the agencies to request additional information and input about what issues the site may have, location of existing utilities, drainage pattern, finding easements needing to be vacated, what zoning applies to the site, understanding soil conditions, and locating any faults that may go through the site. Mr. Nguyen is also responsible for conceptual design, cost analysis site planning, and coordinating with public agencies.**

Owner: Pardee Homes

EDUCATION

BS Civil Engineering, California Polytechnic State University, 1994

LICENSES

Professional Engineer: NV 14918



JOHNNIE PATE, PE, PTOE

Vice President

29 Years of Experience

Mr. Pate has managed numerous arterial roadway projects and has been responsible for traffic planning and operational studies of several large scale developments and master planned communities in Anthem, Green Valley Ranch, Aliante, and Summerlin. His experience includes the preparation of traffic impact studies, access and circulation studies, and traffic control designs in the Las Vegas area. He performed the traffic operational study for the McCarran Terminal 3 Roadway system to verify the adequacy of the proposed recirculation and access roadway system. This included projecting the Terminal 3 buildout traffic demands and distributing/assigning the demand volumes to the proposed roadway system. Mr. Pate has also been responsible for numerous off-site development improvement packages with pavement widening and transitions for additional intersection turn lanes, traffic signal and street light improvements, roundabout improvements, ADA improvements, school walking route improvements, and signing and striping improvements.

RELEVANT PROJECTS

Summerlin Village 16A Master Traffic Study and Roundabout Design, Clark County, NV: Prepared the Master Traffic Study for a 370-acre development planned to incorporate 1,139 single-family dwelling units, 878 multi-family dwelling units, and a water park expansion. Study addressed interim site access needs with incomplete area street network, intersection lane configuration recommendations, standard and non-standard on-site street classifications and cross sections, on-site access spacing and geometry, and preliminary horizontal geometric design of two on-site roundabouts. Background traffic projections included demand estimates on new network connections using RTC's regional travel demand forecasts. Study included capacity/LOS and queue storage analyses, and school walking route inventories and evaluations. Preliminary roundabout design conducted in accordance with guidelines of NCHRP 672, *Roundabouts: An Informational Guide,* 2nd Edition, 2010 including maximum fastest-path criteria. One of the roundabouts incorporated a 3-legged Y-configuration that required careful interactive geometric design to meet fastest-path criteria for right-turn movement. **Mr. Pate provided traffic technical support for the project including reviewing the recommended roadway sections, roundabout layouts, and phasing of the off-site improvements. He also provided QA/QC of the LOS analyses and storage calculations, and recommended school walking routes.**
Owner: The Howard Hughes Corporation

Aliante (North Las Vegas 1,905 Acre) Master Planned Community Traffic Impact Analyses: Phase I, North Las Vegas, NV: This project consisted of two traffic impact analyses for the Phase 1 development of the North Las Vegas Master Planned Community. Phase 1 included 4,887 single-family, multi-family, and active adult dwelling units, 753,000 square feet of retail, 76,800 square feet of office, a golf course, and 207,000 square feet of community facilities (library, school, and recreation centers). The traffic study addressed site access, geometrics and traffic control within the community, intersection capacity analyses, left- and right-turn queuing analyses, gated community queuing analyses, sight distance at the parcel entries, bus stop and bus routing for the community, school walking routes, bicycle routes, and general pedestrian walking routes. **Mr. Pate supervised all elements of the project including trip generation estimates and trip distribution and assignments based on the Clark County Regional Model. Mr. Pate recommended roadway sections and alignments, examined the need for bicycle and pedestrian elements in the community, and determined transit improvements for future RTC bus routes. He prepared cost estimates for all transportation related improvements, estimated traffic signal participations for on-site and bordering intersections, and determined the phasing requirements for transportation related improvements as a function of levels of development.**
Owner: American Nevada Company

EDUCATION

ME Civil Engineering (Transportation), Texas A&M University, College Station, 1992

BS Civil Engineering, Texas A&M University, College Station, 1988

LICENSES

Professional Engineer: NV 11534

Professional Traffic Operations Engineer: 937

RCLCO
REAL ESTATE ADVISORS



Education
University of Virginia
Emory University

Affiliations
Real Estate Council of Austin
Urban Land Institute

TODD LARUE

MANAGING DIRECTOR
P: (512) 215-3157 | E: TLARUE@RCLCO.COM | W: RCLCO.COM/TODD-LARUE

Todd joined RCLCO in 2004 and leads the Austin, Texas office. He manages engagements for developers, land owners, investors, and public sector entities seeking strategic development, investment, and/or planning advice regarding their real estate. His work includes consulting for numerous types of large-scale master-planned communities, high rise mixed-use developments, resorts, and commercial developments throughout Texas, the Southeast, and Mexico. For these engagements, he conducts highest and best use analyses, market opportunity analyses, consumer research, economic development assessments, financial analyses, fiscal impact analyses, metropolitan growth trends analyses, and various other analytical tasks to help guide clients' planning decisions and development strategies. Prior to RCLCO, Todd spent over seven years in construction management with Skanska in Atlanta, Georgia and W. H. Bass, Inc. in Norcross, Georgia. Much of his work was concentrated on managing ground-up construction projects in retail, banking, education, and telecommunication, as well as interior build-outs of high-rise office buildings.

Todd brings strong analytical skills in quantitative and qualitative analysis with his Bachelor's in Civil Engineering from the University of Virginia, and his Master's in Business Administration (focusing on real estate and finance) from Emory University. He is an active member of the Urban Land institute (member of the ULI Austin Advisory Board) and has been a guest speaker at numerous real estate industry events and graduate business schools, including the Urban Land Institute, Congress for the New Urbanism, the University of Texas at Austin, and Emory University.



Education
Columbia University

Affiliations
ICSC
Mixed-Use Development Council
Society for College and University Planning
Urban Land Institute

ADAM DUCKER

SENIOR MANAGING DIRECTOR
P: (240) 644-0980 | E: ADUCKER@RCLCO.COM | W: RCLCO.COM/ADAM-DUCKER

Adam joined RCLCO in the mid-1990s as an associate directly after graduate school and learned the trade with the firm. He is a recognized expert in: economic development, market and financial analysis, positioning, repositioning, the marketing of real estate assets, consumer research, and corporate strategy development. He has particular depth of expertise in high-density housing, retail/entertainment, and hotel development.

Based out of the Washington, DC office, Adam leads RCLCO's Real Estate Economics Group, which is distinguished by: sophistication in forecasting housing, retail/commercial and hospitality demand in revitalizing cities and development corridors; in understanding the unique set of circumstances that create vibrant mixed-use environments; and in the financing mechanisms and public/private partnerships that are relied upon to achieve them. During the early 2000s, Adam was a principal with a boutique West Coast real estate consulting firm, directing their Northern California office. He also has a specialized expertise in understanding the interrelation and unique marketing and operating synergies of residential, hospitality, and retail/attraction environment, in small scale urban locations.

Adam is a frequent speaker on topics ranging from place making to urban redevelopment to retail trends to in-town housing. He is also an active member of the Urban Land Institute (ULI) and Programs vice chair of the Mixed-Use Development Council (Purple). A native of the New York metropolitan area, Adam received Bachelor's and Master's degrees from Columbia University in Urban Studies.

Ballard Spahr Project Legal Team

About Ballard Spahr

Ballard Spahr was founded more than one hundred years ago and maintains a wide-ranging national practice of over 650 lawyers based in 15 offices across the country, including the Las Vegas office which was established in 2006. The firm has a solid foundation in the Southern Nevada community serving both local and national clients. Our lawyers are actively engaged in professional and community leadership activities and take pride in having the "Nevada Know-How" required to assist our clients in achieving their objectives.

Our attorneys provide counseling and advocacy in more than 50 practice areas which include business and finance, intellectual property, litigation, public finance, and real estate. We represent a diverse cross-section of clients ranging from large public companies and privately held entities to government bodies and nonprofit organizations. Our practices span the financial, industrial, real estate, private equity, retail, and other sectors that are critical to growth in today's marketplace. In 2018, we were ranked by *BTI Consulting* as one of the country's most innovative law firms.

Ballard Spahr has a longstanding commitment to contributing to the communities in which we practice. We do this not only by providing high quality legal service to our clients, but also by adding value to the communities in which we serve by virtue of adherence to the highest standards of professional practice. We provide a minimum of 3% of our yearly work to pro bono legal services on behalf of charitable organizations and the legally indigent. We consistently rank among the top 100 law firms nationally in the *Am Law Pro Bono Report* and we have received numerous awards and honors in recognition of our outstanding commitment to pro bono work. We also are committed to maintenance of a diverse and inclusive workplace environment. *Law360* ranked us as one of the best U.S. law firms for women attorneys, ranking among the top five firms of comparable size in its 2018 report. Additionally, in its Diversity Snapshot, *Law360* ranked the firm as one of the top 10 law firms of its size for minority lawyers.

Las Vegas Real Estate Development Practice

Bill Curran and Maren Parry, long-time real estate development and government relations attorneys, will lead the project's legal team, but they will draw on the experience and expertise of other lawyers throughout the firm on an as-needed basis. Ballard Spahr has a total of 125 lawyers practicing in its Real Estate Department, making it one of the largest real estate practice groups in the country. In 2016, *U.S. News and World Report* recognized the firm as the country's Best Law Firm for Real Estate. Furthermore, Ballard has substantial experience in dealing with the infrastructure and related financing issues that will be critical to successful completion of the project at the lowest possible cost. Brent Heberlee is a Las Vegas native and is licensed to practice in Nevada. He currently works in our Washington, D.C. office and has relevant experience with the Bureau of Land Management and transferring federal land to Nevada localities.

Ballard Spahr's Public Finance Department has done public finance work in all 50 states and *U.S. News and World Report* named Ballard Spahr as its 2017 Public Finance Law Firm of the Year. The Public Finance department is consistently ranked among the nation's top firms in the country based on the amount of securities issued with our bond counsel opinion. The firm also maintains an active network of relationships with leaders in virtually every area of expertise associated with the legal aspects of real estate development, and when needed, can call on this network for the benefit of the firm's clients.

Ballard Spahr Project Legal Team



Bill Curran concentrates on administrative and government law, particularly in the areas of real estate development, land use/zoning, and gaming law. Bill served as County Counsel for Clark County, Nevada, from 1979 to 1989. In this role, he was chief legal advisor to the County Commission and more than 60 county departments and related public entities, including the Planning Department, Public Works Department, and the Las Vegas Valley Water District. He frequently appeared before the Nevada State Legislature and interacted with other governmental entities.

His subsequent private practice has been dominated by land use/zoning and infrastructure matters for more than 30 years. He has worked on virtually every type and size of real estate project during his career, including entitlement work on major projects, work with civil and traffic engineers, land use planners, architects, lenders, utilities and both the elected and professional staff of local municipalities.

Bill served with the Nevada Gaming Commission, from his appointment in 1989 through his tenure as Chairman from 1991 to 1999. In 1995, he was recognized by *International Gaming & Wagering Business* magazine as one of the 25 most influential individuals in the gaming industry.

Bill has had wide-ranging professional and community involvement. He has served as president of the State Bar of Nevada, Chairman of the International Association of Gaming Regulators, and President of the National Association of County Civil Attorneys.

He also has served as President of Nevada Legal Services, the federally funded legal services provider for the indigent. He is also past president of Vegas PBS, Las Vegas' public television station. He has been honored with the Clark County Bar Association's Liberty Bell Award and the Las Vegas City Council's Citizen of the Month Award. For the past 25+ years he has been on the board of directors of a major multi-state construction company.

Bill has been recognized by *Chambers USA: America's Leading Lawyers for Business* and by the *Best Lawyers in America*, which in 2017 named him Las Vegas' Lawyer of the Year in land use and zoning law.



Maren Parry attended UNLV's Boyd School of Law and has practiced in the Real Estate Department of Ballard Spahr's Las Vegas office since graduation, focusing in Government Relations and Real Estate Development as well as real estate related litigation . She was previously certified as a LEED Green Associate attorney by the U.S. Green Building Council and is a member of the Urban Land Institute. She has experience working on master planned communities and development agreements for major projects through representation of developers as well as advising lenders and other interested parties with respect to the development and entitlement process. She participates with local municipalities on task forces charged with reviewing and implementing code changes related to both planning and development and business licensing.

Maren has been listed in *Super Lawyers* and has been identified in the "Up and Coming" category by *Chambers USA: America's Leading Lawyers for Business*.

Ballard Spahr Project Legal Team



William C. Rhodes is a member of Ballard Spahr's nationally recognized Housing Group, which is comprised of roughly 75 lawyers with specialized backgrounds in Real Estate, Finance, Contracting and Environmental law. Although the practice group is active in all areas of housing, its experience in military housing will be particularly important in this project. Ballard's Military Installation Finance Group is one of only a handful of such practices in the country, and has closed projects involving more than 20,000 housing units aggregating billions of dollars in development costs. Mr. Rhodes is experienced in working with the Military Housing Participation Initiative (MHPI), having been involved in numerous family housing developments around the country under the auspices of MHPI. These transactions all involved federal procurement, congressional approval and OMB scoring. He is familiar with many specialized issues, including force protection standards for construction for vertical housing developments.

Mr. Rhodes is resident in Ballard Spahr's Philadephia office but his practice is national in scope. Mr. Rhodes is active in the National Association of Bond Lawyers (NABL) and has been recognized by inclusion in the *Best Lawyers in America* and the *Legal 500 US*.



Brent Heberlee, a Las Vegas native, works in Ballard Spahr's Government Relations Group based in its Washington, D.C. office. He represents local governments, public agencies and businesses in a range of public policy matters, emphasizing appropriations, energy, federal land use, natural resources and the environment.

Prior to entering private practice Brent served as Legislative Director and Counsel for U.S. Senator Richard Bryan. He began his career working for Senator Harry Reid and he maintains a strong working relationship with the entire Nevada congressional delegation. He began his career in private practice as the head of Lionel Sawyer's Washington office. He has, among other things, assisted local government with drafting and implementing federal legislative projects resulting in thousands of acres of federal land being released for local government use and private development.



Bill Hicks works from Ballard Spahr's Phoenix office but has participated in numerous major real estate development projects in Southern Nevada in the areas of public finance and P3/Infrastructure, with an emphasis on tax-exempt finance, including special assessment bonds.

He is a Fellow of the American College of Bond Lawyers, has been recognized annually by *Chambers USA: The Best Lawyers in America* in public finance and municipal law since 2003 and has twice been named by *Best Lawyers* as Phoenix's Municipal Lawyer of the Year.

Richard T. Serfas

President of Richard T. Serfas Associates



Richard T. Serfas is President of Richard T. Serfas & Associates. The collaborate group specializes in Urban Planning and Design, Land use, Entitlement and Regulatory Matters for Master Planned Communities and Mixed Use Development. Serfas has more than 45 years' experience in Urban Planning and Real Estate Development. He served as Vice President of Commercial Planning and Design for American Nevada Company (ANC) from 1999 to 2010. During his tenure with ANC he was responsible for the Planning and Entitlement of the Company's Retail, Office and Mixed Use Developments. The highly successful District at Green Valley was planned and developed in 2004 by ANC. Prior to that, he was project manager of Focus 2000/Marnell Corrao Associates in Las Vegas since 1996, where he was in charge of property acquisitions and development entitlements from 1989 to 1994, he was assistant director of the Clark County Department of Comprehensive Planning.

He holds a Master's Degree in Real Estate Development from the Graduate School of Architecture, Planning and Preservation of Columbia University, New York; a Master's in Public Administration/Urban and Regional Planning from Pennsylvania State University, Middletown; and a Bachelor of Arts in Sociology from Colorado State University, Fort Collins. He is a full member of the Urban Land Institute and served as District Council Chair for ULI Nevada From 2011- 2017. He currently serves as Chair for Mission Advancement for ULI Nevada. Serfas chaired the Inaugural ULI Place Making Awards Program in 2018. He also is a member of the American Institute of Certified Planners (AICP). He was past President of the Nevada Chapter of the American Planning Association. He has served on the City of Las Vegas Historic Preservatives, Commission since 2011 and the City of Henderson Redevelopment Agency Advisory Commission since 2006.

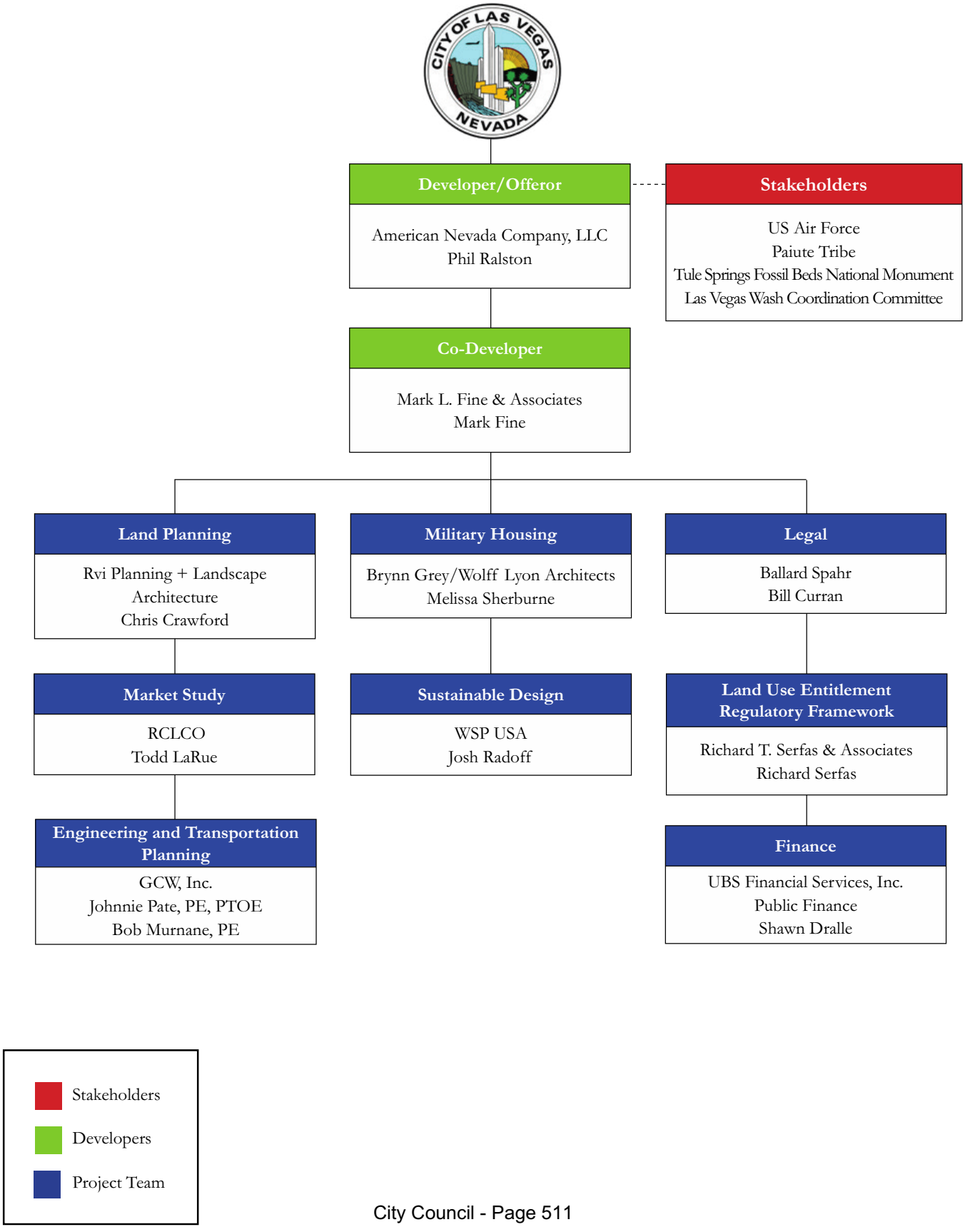
SHAWN DRALLE | EXECUTIVE DIRECTOR

UBS Financial Services



Shawn Dralle, Executive Director, has over 25 years of public finance experience and has served as an investment banker on over $25 billion of senior managed financings during this time period, with virtually all of her work in the southwest. She has been the lead banker for the creation of dozens of special financing districts during her career, and the subsequent issuance of bonds for various purposes, including special assessments, general obligations and tax increment financings. Ms. Dralle is familiar with the procedures, policies and market conditions that uniquely affect these types of financings.

Section 4(d) – Team Structure Organizational Chart



SECTION 5 TAB

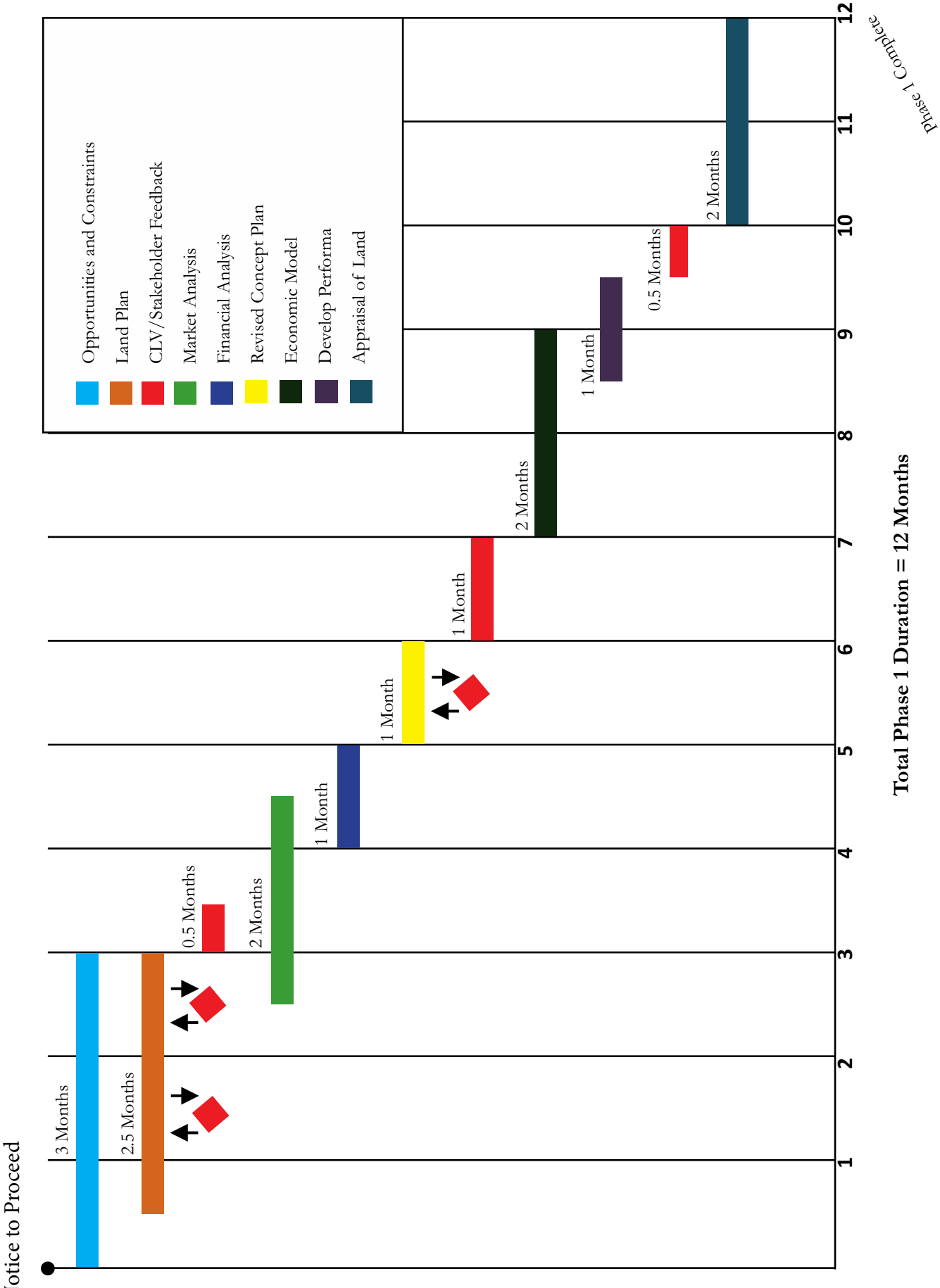
Section 5 (a) – Availability and Capacity

Team Member Company	Key Personnel	Availability/Capacity (%)
American Nevada Company	Phil Ralston	60%
Greenspun Corp	Paul Hamilton	20%
Mark L. Fine & Associates	Mark Fine	80%
RVi Planning + Landscape Architecture	Chris Crawford. PLA	40%
RVi Planning + Landscape Architecture	Dennis Tonsor	60%
Brynn Grey/Wolff Lyon Architects	David O'Neil	80%
Brynn Grey/Wolff Lyon Architects	Tom Lyon	20%
Brynn Grey/Wolff Lyon Architects	Melissa Sherburne	80%
WSP USA	Josh Radoff	20%
GCW, Inc.	Bob Murnane	90%
GCW, Inc.	Gia Nguyen	60%
GCW, Inc.	Johnnie Pate	60%
RCLCO	Todd LaRue	20%
RCLCO	Adam Ducker	10%
Ballard Spahr, LLP	Bill Curran	30%
Ballard Spahr, LLP	Maren Parry	25%
Ballard Spahr, LLP	William C. Rhodes	20%
Ballard Spahr, LLP	Brent Heberlee	5%
Ballard Spahr, LLP	William A. Hicks	10%
Richard T. Serfas & Assoc.	Richard Serfas	100%
UBS	Shawn Dralle	40%

Section 5 (b) – PROPOSED TIMELINE

The ANC/MLF team has forecasted the timeline below for its proposed Phase 1 of the project approach.

The Phase 2 timeline will be developed as part of the Phase 1 process.



Total Phase 1 Duration = 12 Months

SECTION 6 TAB

EXHIBIT B - 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 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: American Nevada Company, LLC	
Address: 2360 Corporate Circle, Suite 330	**City / ST / Zip:** Henderson, Nevada 89074
Telephone: 702.990.2187	**EIN or DUNS :** 88-0270712
Block 2: Description / Subject Matter of Contract	
Services for: City of Las Vegas	**Project Number:** RSOQ 190211-JH

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	Brian Greenspun	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
2	Daniel Greenspun	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
3	Susan Fine	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
4	Jane Gale	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
5	Amy Arenson	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
6	Ariel Gale	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
7	Harrison Gale	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
8	Jeffery Fine	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
9	Alyson Fine Marmur	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
10	Jonathan Fine	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
11	Kathryn Fine	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

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.

BETH A. ROBINSON
Notary Public, State of Nevada
Appointment No. 13-10182-1
My Appt. Expires Mar 14, 2021

T. R. Peters
Signature

4.25.19
Date

Subscribed and sworn to before me this 25 day of April, 2019

Beth A. Robinson
Notary Signature

City of Las Vegas, RSOQ No. 190211-JH
Development Partner for Master Plan
Northwest Las Vegas

COPY









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Cover Letter

SECTION: ONE — **OFFER STATEMENT AND BUSINESS INFORMATION** *(7 pages)*
- Form A (Offer Statement and Business Information)
- Exhibit B (Certificate of Ownership)
- Articles of Organization
- Annual List & Business License

SECTION: TWO — **PROJECT APPROACH** *(7 pages)*

SECTION: THREE — **COMPANY EXPERIENCE/PAST PERFORMANCE** *(15 pages)*
- Company Experience Summary
- Form B (Past Performance)
- Project Highlights

SECTION: FOUR — **KEY PERSONNEL** *(11 pages)*
- Form C (Key Personnel)
- Resumes
- Organizational Chart

SECTION: FIVE — **AVAILABILITY AND CAPACITY** *(2 pages)*

Offer Statement and Business Information

FORM A – OFFER STATEMENT AND BUSINESS INFORMATION

This SOQ is submitted in response to RSOQ No. 190211-JH and constitutes an offer by this Offeror to enter into a potential Contract for the scope of services described herein. Execution of this document by the Offeror shall represent that the Offeror is familiar with all local conditions and utilized this knowledge when preparing this SOQ.

Legal Name of Offeror: Olympia Companies, LLC		DBA, if Applicable: N/A
☐ Individual/Sole Proprietor ☒ Limited Liability Company ☐ Partnership ☐ Corporation (Incorporated in the State of NV)		
Address for Legal Notice: 11411 Southern Highlands Parkway, Suite 300		
City: Las Vegas	State: NV	Zip: 89141
Phone No.: 702-220-6565	Fax No.: 702-220-6566	
Contact Name: Christopher Armstrong		
Email Address: Carmstrong@olympiacompanies.com		
CLV Business License No:	☒ ATTACHED Copies of all licenses, registrations or certifications required herein.	

Contact Name for Insurance: JPG Insurance		
Phone No.: 702-897-4400	Fax No.: 702-897-7332	Email Address: Tim@jpginsurance.com
Insurance Agency Contact (Optional): Tim Hartwick		
Phone No.: 702-897-4400	Fax No.: 702-897-7332	Email Address: Tim@jpginsurance.com

The Offeror is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following addenda:

Addendum No. 1	Initial	Addendum No.	Initial
Addendum No. 2	Initial	Addendum No.	Initial
Addendum No. 3	Initial	Addendum No.	Initial

The undersigned Offeror has received, read and fully understands and agrees to all terms, conditions and specifications set forth in the attached RSOQ. The Offeror hereby agrees to contract with the City to perform all work and/or furnish all the materials specified in the manner and time therein prescribed in the RSOQ. By signing below, I certify under penalty of perjury that all information provided to the City is truthful and correct.

*Authorized Representative's Signature: _____ Date: 4.24.2019

Authorized Representative's Name: (Print) Garry V. Goett Title: Member / Manger

Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the Offeror or organization.

FOR INFORMATIONAL PURPOSES ONLY

Is this Offeror a Minority, Women or Disabled Veteran Business Enterprise? ☐ No ☐ Yes If "Yes" Specify ☐ MBE ☐ WBE ☐ DVBE

Has this Offeror been certified as a Minority, Women or Disabled Veteran Business Enterprise?

☐ No ☐ Yes If "Yes" Specify Certifying Agency _____ (***Attach a copy of your certification***)

EXHIBIT B - 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 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: Olympia Companies, LLC	
Address: 11411 Southern Highlands Parkway, Suite 300	**City / ST / Zip:** Las Vegas, NV 89141
Telephone: 702-220-6565	**EIN or DUNS :** 27-5285347
Block 2: Description / Subject Matter of Contract	
Services for: Development Partner for Master Plan Northwest Las Vegas	**Project Number:** RSOQ 190211-JH

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	Garry V. Goett (Member/Manager)	11411 Southern Highlands Parkway, Suite 300 Las Vegas, NV 89141	702-220-6565
2	Guy Inzalaco (Member/Manager)	11411 Southern Highlands Parkway, Suite 300 Las Vegas, NV 89141	702-220-6565
3	R. Brett Goett (Member/Manager)	11411 Southern Highlands Parkway, Suite 300 Las Vegas, NV 89141	702-220-6565
4	Larry Canarelli (Member/Manager)	250 Pilot Rd. Suite 140 Las Vegas, NV 89119	702-736-6434
5			
6			
7			
8			
9			
10			

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

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.

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
LISA MORRISON
Appt. No. 15-1905-1
My Appt. Expires May 18, 2019

_____
Signature

_____
Date

Subscribed and sworn to before me this 24 day of April, 2019

_____
Notary Signature

SECRETARY OF STATE

STATE OF NEVADA

LIMITED LIABILITY COMPANY CHARTER

I, ROSS MILLER, the Nevada Secretary of State, do hereby certify that **OLYMPIA COMPANIES, L.L.C.** did on October 21, 2010, file in this office the Articles of Organization for a Limited Liability Company, that said Articles of Organization are now on file and of record in the office of the Nevada Secretary of State, and further, that said Articles contain all the provisions required by the laws governing Limited Liability Companies in the State of Nevada.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on October 22, 2010.

ROSS MILLER
Secretary of State

Certified By: Sandra Kraatz
Certificate Number: C20101021-2740
You may verify this certificate online at **http://www.nvsos.gov/**

050102

ROSS MILLER
Secretary of State
204 North Carson Street, Suite 4
Carson City, Nevada 89701-4520
(775) 684-5708
Website: www.nvsos.gov

Filed in the office of	Document Number
Ross Miller Secretary of State State of Nevada	20100793913-65
	Filing Date and Time 10/21/2010 1:00 PM
	Entity Number E0510972010-8

Articles of Organization
Limited-Liability Company
(PURSUANT TO NRS CHAPTER 86)

USE BLACK INK ONLY - DO NOT HIGHLIGHT — ABOVE SPACE IS FOR OFFICE USE ONLY

1. Name of Limited-Liability Company: (must contain approved limited-liability company wording; see instructions)
Olympia Companies, L.L.C.
Check box if a Series Limited-Liability Company ☐ Check box if a Restricted Limited-Liability Company ☐

2. Registered Agent for Service of Process: (check only one box)
☒ Commercial Registered Agent: Gould Patterson Ales & Day (Name)
☐ Noncommercial Registered Agent (name and address below) OR ☐ Office or Position with Entity (name and address below)
Name of Noncommercial Registered Agent OR Name of Title of Office or Other Position with Entity
Street Address — City — Nevada — Zip Code
Mailing Address (if different from street address) — City — Nevada — Zip Code

3. Dissolution Date: (optional)
Latest date upon which the company is to dissolve (if existence is not perpetual):

4. Management: (required)
Company shall be managed by: ☒ Manager(s) OR ☐ Member(s) (check only one box)

5. Name and Address of each Manager or Managing Member: (attach additional page if more than 3)
1) Garry V. Goett (Name)
11411 Southern Highlands Parkway — Las Vegas — NV — 89141
Street Address — City — State — Zip Code
2) Guy Inzalaco (Name)
11411 Southern Highlands Parkway — Las Vegas — NV — 89141
Street Address — City — State — Zip Code
3) (Name)
Street Address — City — State — Zip Code

6. Name, Address and Signature of Organizer: (attach additional page if more than 1 organizer)
R. Brett Goett (Name) — X (Organizer Signature)
7001 N. Scottsdale Rd., Suite 1040 — Scottsdale — AZ — 85253
Address — City — State — Zip Code

7. Certificate of Acceptance of Appointment of Registered Agent:
I hereby accept appointment as Registered Agent for the above named Entity.
X _____ 10-20-10
Authorized Signature of Registered Agent or On Behalf of Registered Agent Entity — Date

This form must be accompanied by appropriate fees.

Nevada Secretary of State NRS 86 DLLC Articles
Revised: 9-9-10

INITIAL/ANNUAL LIST OF MANAGERS OR MANAGING MEMBERS AND STATE BUSINESS LICENSE APPLICATION OF:

ENTITY NUMBER

OLYMPIA COMPANIES, L.L.C. | E0510972010-8

NAME OF LIMITED-LIABILITY COMPANY

100403

FOR THE FILING PERIOD OF OCT, 2018 TO OCT, 2019

USE BLACK INK ONLY - DO NOT HIGHLIGHT

****YOU MAY FILE THIS FORM ONLINE AT www.nvsilverflume.gov****

☐ Return one file stamped copy. (If filing not accompanied by order instructions, file stamped copy will be sent to registered agent.)

IMPORTANT: Read instructions before completing and returning this form.

1. Print or type names and addresses, either residence or business, for all manager or managing members. A **Manager, or if none, a Managing Member** of the LLC must sign the form. *FORM WILL BE RETURNED IF UNSIGNED.*
2. If there are additional managers or managing members, attach a list of them to this form.
3. Return completed form with the fee of $150.00. A $75.00 penalty must be added for failure to file this form by the deadline. An annual list received more than 90 days before its due date shall be deemed an amended list for the previous year.

Filed in the office of	Document Number
Barbara K. Cegavske	**20180437893-35**
Barbara K. Cegavske Secretary of State State of Nevada	Filing Date and Time **10/05/2018 8:52 AM**
	Entity Number **E0510972010-8**

(This document was filed electronically.)

ABOVE SPACE IS FOR OFFICE USE ONLY

4. State business license fee is $200.00. Effective 2/1/2010, $100.00 must be added for failure to file form by deadline.
5. Make your check payable to the Secretary of State.
6. **Ordering Copies:** If requested above, one file stamped copy will be returned at no additional charge. To receive a certified copy, enclose an additional $30.00 per certification. A **copy fee of $2.00 per page** is required for **each additional copy** generated when ordering 2 or more file stamped or certified copies. Appropriate instructions must accompany your order.
7. Return the completed form to: Secretary of State, 202 North Carson Street, Carson City, Nevada 89701-4201, (775) 684-5708.
8. Form must be in the possession of the Secretary of State on or before the last day of the month in which it is due. (Postmark date is not accepted as receipt date.) Forms received after due date will be returned for additional fees and penalties. Failure to include annual list and business license fees will result in rejection of filing.

ANNUAL LIST FILING FEE: $150.00 LATE PENALTY: $75.00 (if filing late) **BUSINESS LICENSE FEE:** $200.00 LATE PENALTY: $100.00 (if filing late)

CHECK ONLY IF APPLICABLE AND ENTER EXEMPTION CODE IN BOX BELOW

☐ Pursuant to NRS Chapter 76, this entity is exempt from the business license fee. Exemption code: ☐

NRS 76.020 Exemption Codes
001 - Governmental Entit
006 - NRS 680B.020 Insurance Co.

NOTE: If claiming an exemption, a notarized Declaration of Eligibility form must be attached. Failure to attach the Declaration of Eligibility form will result in rejection, which could result in late fees.

NAME		ADDRESS	CITY	STATE	ZIP CODE
GARRY V GOETT	MANAGER OR MANAGING MEMBER	11411 SOUTHERN HIGHLANDS PARKWAY SUITE 300	LAS VEGAS	NV	89141
GUY INZALACO	MANAGER OR MANAGING MEMBER	11411 SOUTHERN HIGHLANDS PARKWAY SUITE 300	LAS VEGAS	NV	89141
	MANAGER OR MANAGING MEMBER				
	MANAGER OR MANAGING MEMBER				

None of the managers or managing members identified in the list of managers and managing members has been identified with the fraudulent intent of concealing the identity of any person or persons exercising the power or authority of a manager or managing member in furtherance of any unlawful conduct.

I declare, to the best of my knowledge under penalty of perjury, that the information contained herein is correct and acknowledge that pursuant to NRS 239.330, it is a category C felony to knowingly offer any false or forged instrument for filing in the Office of the Secretary of State.

X R. BRETT GOETT

Signature of Manager, Managing Member or Other Authorized Signature

Title DULY AUTHORIZED SIGNATORY **Date** 10/5/2018 8:52:53 AM

Nevada Secretary of State List ManorMem
Revised: 7-1-17

SECRETARY OF STATE

NEVADA STATE BUSINESS LICENSE

OLYMPIA COMPANIES, L.L.C.
Nevada Business Identification # NV20101769213

Expiration Date: October 31, 2019

In accordance with Title 7 of Nevada Revised Statutes, pursuant to proper application duly filed and payment of appropriate prescribed fees, the above named is hereby granted a Nevada State Business License for business activities conducted within the State of Nevada.

Valid until the expiration date listed unless suspended, revoked or cancelled in accordance with the provisions in Nevada Revised Statutes. License is not transferable and is not in lieu of any local business license, permit or registration.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on October 5, 2018

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

You may verify this license at www.nvsos.gov under the Nevada Business Search.

License must be cancelled on or before its expiration date if business activity ceases. Failure to do so will result in late fees or penalties which by law cannot be waived.

TWO

Project Approach

Project Approach

Project Approach

Olympia Companies (Olympia) has a proven track record of success over the last 25 years developing master planned communities in Southern Nevada. Olympia's project approach, management, and methodology create a strategic, systematic, and synergistic approach to analysis, design, development, finance, and construction. The proposed project for this RSOQ identifies lands included in the Upper Las Vegas Wash Vision Plan (ULVWVP) that are uniquely located adjacent to the Tule Springs Fossil Beds National Monument, the Las Vegas Wash, and the Paiute Tribal Lands. Our development of the proposed community will respect these important geographic characteristics and capitalize on the natural assets they offer the community.

The Olympia Team is comprised of a group of land development experts – each with up to 30+ years of experience within the Las Vegas market. Our team will engage our experience developing master planned communities to prepare development standards and community amenities in harmony with the existing adjacent community treasures. The project approach as herein discussed will utilize best practices in the industry as well as our deep bench of experience to provide a general framework and road map for the successful development of the ULVWVP.

Land Plan and Market Analysis

As discussed in the recommendations of the ULVWVP, we will complete a comprehensive review and analysis of the approved land use plan for market feasibility and will assess the demand for the various proposed land uses, including a business park, single and multi-family residential, retail, public facilities, and parks and open space and related buffering requirements adjacent to the Paiute Tribal lands and Las Vegas Wash lands. The clearly identified sensitive lands will be recognized and planned for accordingly, along with unique historical/ cultural elements such as the Tonopah Rail Spur Trail. The land use analysis will include outreach to various stakeholders including, but not limited to, the Las Vegas Paiute Tribe, the National Park Service, and the United States Air Force (USAF) to ensure compatibility and inclusion. Discussions with the USAF will incorporate residential, community, and commercial facilities that will help support service members at Nellis and Creech Air Force bases. Olympia will prepare a Specific Plan and companion documents for the military housing community based on priorities and goals identified during our collaboration with the USAF and other military leaders.

This Specific Plan process will be extensive and detailed to ensure both the present and future needs of the USAF are met. Olympia has been present in initial meetings with the USAF and the City of Las Vegas to begin understanding the issues facing both Nellis and Creech Air Force Bases. Olympia has also met with Air Force officials and toured Creech Air Force Base to better understand the issues related to work-force housing, quality of life, and Air Force employee retention. We will expand upon these initial findings with workshops similar to the process identified in the ULVWVP planning process, so that the related market analysis understands the dilemma facing the USAF.

Olympia will utilize its partnership with Applied Analysis (AA) and its principals, Jeremy Aguero and Brian Gordon, in this comprehensive market analysis. AA, as well as its real estate research arm SalesTraq, are well positioned to support the economic and market-based research efforts necessary to successfully execute the overall broader development strategy contained in this project approach.

While considering the underlying economic conditions, AA will leverage its experience in the residential real estate market to create a granular-based analysis of supply and demand conditions. The company's residential research arm, SalesTraq, will consider multiple factors in evaluating the opportunities, including:

- Trends in new construction home sales volumes (pace of sales; absorption schedules)
- New construction home prices (absolute and per-square-foot price points)
- Development densities
- Product type differentiation and segmentation
- Requisite amenity packages
- Consumer demographic profiles
- Required market capture rates
- Other relevant and market-specific data

Olympia and AA will analyze existing data sources and make recommendations for an appropriate distribution of land uses that will consider the vision and principles of the ULVWVP, while creating a program that will lead to a thriving and vibrant Master Plan. Any modifications that are permitted within the process established by the City of Las Vegas (City) and the Bureau of Land Management (BLM) will be developed for City's review by Olympia's internal team of land planners and engineers, along with KTGY Planning + Architecture (KTGY), our subcontracted, award-winning land planning and design firm.

Title Research

Following land use approval, we will engage our experienced national title company (with an established local presence) to complete thorough title research on the property and prepare a preliminary title report. Upon securing all the record information, Olympia will work with Wallace Morris Kline (WMK, an experienced local land surveying firm) to finalize title review and create an encumbrance and constraints map and an ALTA survey to assist in finalizing the land plan and assisting with preliminary engineering efforts.

Preliminary Engineering

We will partner with Slater Hanifan Group (SHG) on the engineering side. SHG is the local preeminent master planned community Civil Engineering firm and has recently been acquired by Westwood Professional Services (WPS). SHG will assist in the finalization of the land plan and will prepare the necessary preliminary engineering studies. These studies will determine the required infrastructure to support the proposed uses and densities approved by the land use plan. SHG will prepare preliminary Master Traffic, Master Drainage, Master Water Analysis, and Master Sewer Analysis. Olympia will also work with the various "dry" utility providers to understand the existing utility systems and create plans for the eventual power, gas, and telecommunications infrastructure. Given the proximity of the project to Skye Canyon, Olympia is in a truly unique position, as we completely understand infrastructure requirements of the area, and are in the best position to plan future development of the ULVWVP area.

Development Standards and Design Guidelines

An integral component of the future community will be the development of a set of Design Guidelines (DG) and Development Standards (DS) tailored to the ULVWVP. These guidelines and standards will respect the natural physical environment and native landscape created by the Las Vegas Wash, consistent with the adopted Goals and Objectives of the ULVWVP. Olympia staff along with KTGY will develop and manage these standards, maintaining continuity and best practices. The guidelines and standards will reflect the sustainability efforts of the City and remain sensitive to the Las Vegas Paiute Tribal Lands, habitats of Tule Springs, and the Las Vegas

Wash, by including architectural and urban design principles that mirror the natural desert environment. Olympia has contacted former UNLV Professor Joshua Bonde, PhD to better understand the Tule Springs Fossil Beds and integrate this valuable resource into the DS and DG and the Land Plan. Mr. Bonde is also a former Board Member of the Las Vegas Natural History Museum, Founding Member of the Tule Springs Advisory Board, and expert scientist studying the cultural and fossil resources in Tule Springs. He has published a paper regarding Tule Springs entitled: "Paleontology and paleoclimatology of Tule Springs Fossil Beds National Monument and adjacent Nevada State Parks Lands. ". The land use plan will designate bikeable and walkable mixed-use trails, with connections that utilize the open space network within the Plan, unite the various land uses, and work towards reducing Vehicle Miles Travelled (VMT), while the DG & DS will be the implementing tools for the plan. The DG and DS will also incorporate the framework for an employment center along with commercial nodes to create jobs and meet the needs of community residents.

Land Acquisition/ Financing

Based on the negotiated agreement with the City and the BLM, Olympia will coordinate the acquisition and financing of the property. Regardless of the proposed structure for the land acquisition, Olympia has the necessary skill, knowledge, and experience, along with access to capital to successfully secure financing for the acquisition and the on-going development of the community. In the past, Olympia has completed self-financed and debt-financed development projects. The initial development of Southern Highlands Master Planned Community and the development of the nationally recognized Southern Highlands Golf Course was self-financed by the Olympia Companies' ownership. In contrast, the $650 million Park Highlands – North Las Vegas BLM land acquisition was financed through a complex structure using available market funding sources. Olympia has worked with various municipalities, including the City, to execute Special Improvement District (SID) financing and will provide reports/analyses on any proposed assessment districts demonstrating the debt burden and product type. Our team has the "in-house" resources to determine the most appropriate financing structure, execute and complete the land acquisition, and fund the development of the project.

Budgets/ Schedules

Utilizing preliminary engineering reports prepared by SHG, preliminary budgets will be prepared by the highly qualified engineering professionals within the Olympia team for on- and off-site costs, development fees and marketing and sales costs. We will work closely with local contractors (e.g., Las Vegas Paving; Western States; Patriot) to develop budgets with current pricing. Relevant schedules will be developed by Olympia – with assistance from SHG and contractors – based on real-time agency development review process timeframes and construction timeframes. Budget and schedules will be updated regularly throughout the development of the community.

Marketing Plan

Olympia has an in-house marketing team with extensive experience and success in brand development for master planned communities. Our marketing team also has an established network of local consultants on retainer to assist with the development and execution of the marketing strategy. The location of the project provides a unique opportunity to incorporate the features of Tule Springs Fossil Beds National Monument, the Las Vegas Wash, and the Paiute Tribal Lands in the communications plan. Our strategy will highlight a vibrant, mixed-use community where residents and live, work, and play – at the gateway to the Tule Springs National Monument.

Business Plan

Following the preparation of the budgets and schedules for the master plan, the project will be phased based on the engineering analysis and constraints identified in the preliminary market absorption analysis. The business plan will include a cash flow analysis based on the costs of the project and expected revenues to determine the most appropriate financing mechanisms to support the development of the project. We will utilize our financial expertise to develop models – as we have for Skye Canyon, Southern Highlands, and our other commercial and casino projects in Nevada. We will also rely on our experience with the City and other jurisdictions in using SIDs as a tool to ensure the financial success of the development, while taking into consideration the related impacts of the cost of ownership for future home buyers.

Upon completion of the business plan with trended and non-trended models, and the determination of the scope and preliminary costs, Olympia will value engineer the project. This process will help to ensure the long-term success of the project. Our established and well-functioning internal controls and budget/analysis expertise will benefit this phase of development.

Final Planning and Engineering & Development Agreements

The final land use plan will reflect the stakeholder outreach, ULVWVP guiding principles, development of a final macro- level infrastructure plan, grading plans, detailed park plans, and open space corridor plans. We will focus on these elements as the basis for the negotiation of a Development Agreement with the City, which will solidify the land use plan. The plan will include the public and private infrastructure required for the development of a community that meets and exceeds the goals of the adopted ULVWVP standards, as well as those of other key stakeholders. Olympia and Bob Gronauer from Kaempfer Crowell successfully completed recent Development Agreement Amendments with the City. The DS and DG will reflect any revisions to the ULVWVP and will act as guiding principles for the development to ensure the project's vision is achieved.

The successful adoption of a Development Agreement and accompanying land plan and DS and DG will lead into a more detailed and site-specific analysis of the previously discussed components, including:

- Master Engineering Studies (Drainage, Traffic, Water, Sewer, and Dry Utilities)
- Initiation of Soils Report, Environmental Assessments and Reports, Biological Reports, Cultural Reports, and Jurisdictional Water determination
- Preparation of a detailed development budget including off-site improvements, marketing, and sales costs

There will be a final market study prepared by Applied Analysis to assist in determining product segmentation for the commercial and residential land uses. A product segmentation analysis is integral in determining the appropriate product and quantity of product introduced. The project will be developed in phases to encourage successful sales and absorption and will guard against homebuilders competing across different market segments.

We will prepare a final business plan and proforma, including a cash flow analysis based on all accumulated data.

Development Process

The master planned community will begin with a subdivision mapping process with a Parent Tentative Map to provide for the configuration of the parcels and core infrastructure streets. Our team will complete subsequent final maps during the mapping process. We will prepare individual tentative maps for each merchant builder subdivision. The Civil Improvement plans and an additional final map for each of the large lot merchant builder parcels will result in parcels ready for sale to the end user. As previously indicated, one of the components of the Market Analysis will be determining the appropriate mix of product size, floor plans, lot size, for-sale and for-rent residential products. Following sound planning principles, we will determine the designation of individual parcels based on appropriate density and compatibility to adjacent uses. Following the identification of uses for each parcel within each phase of development, our development team will follow an extensive Request for Proposal (RFP) process to ensure a competitive bidding process and the selection of the most appropriate residential builder for each parcel. The RFP will include local, regional and national builders. Olympia has established relationships and has completed land transactions with most of the single-family and multi-family builders in the Las Vegas Valley. These include: Pardee;Lennar; Woodside; Richmond; KB; DRHorton; Christopher Homes; Southwest Homes; American West Homes; Beazer Homes; Blue Heron Companies LLC; Century Communities of Nevada; Toll Brothers; Picerne; Pulte; and William Lyon Homes. The RFP will include review requirements based on site layouts, including lot size tabulation, product size, product schedule, preliminary architectural floor plans, pricing schedule, lot by lot premium schedules, development schedules, and a development and absorption schedule.

It is anticipated that a similar RFP process will be used for the development of the employment center designated lands. However, given Olympia's experience in developing retail commercial projects, along with our leasing expertise and relationships with grocery anchors and other national, local and retail tenants, it is likely that Olympia will develop the retail shopping components. We have an experienced and establish "in-house" commercial division with capacity to expand with new development. Olympia has partnered in the past with Thomas & Mack Development Group on retail and office projects and would likely pursue similar partnerships for these projects.

Upon the sale of each parcel, Olympia will continue to guide the civil design and planning process to provide seamless, compatible development and cohesiveness amongst builder parcels, so that each parcel is integral to the vision of the community. Olympia's commitment throughout the civil engineering design and development process is atypical, but ensures the long-term success and sustainability, while limiting the opportunity for builder conflicts (e.g., issues with multiple and independent civil engineering design efforts).

Homebuilders will be required to prepare and submit final architectural plans for each home design and individual plot plans to the Olympia team. Our review and approval of each step of the development process is a key quality control management system that ensures the integrity of the Master Plan.

Similar to Skye Canyon and all other Olympia development projects, the team will prepare support exhibits including but not limited to the following: aerial exhibits; topographic exhibits; color land use plans; color site plans; conceptual and detailed park and open space plans; development constraints exhibits; and engineering/ drainage/ traffic and utility exhibits.

Management Services

Olympia is a fully-integrated development company, and we also offer the benefit of commercial and community (HOA) management services, all under one roof. Olympia Management Services (OMS) was created in 2006 to provide full-service, personalized management services to the Southern Highlands residents. OMS quickly earned a solid reputation for excellence, personal service, and improving financial bottom lines. The successes achieved within Southern Highlands and its gated sub-associations led to requests for OMS to expand its operations. OMS has steadily grown since, with a focus on quality over quantity. Today, OMS services the accounts of more than 10,000 residential units and more than 80 commercial tenants. We pride ourselves on partnering with communities that have the same principles and goals of community growth with a strong neighborhood bond. We strongly believe a neighborhood should be a safe haven that fosters fond memories.

The OMS team is a quality-oriented management company with a personalized and professional approach. OMS will oversee the day-to-day operations of the Master and Sub-Associations within the Community, which includes the creation of home owners associations, and implementation of the association's governing documents (Covenant Conditions and Restrictions (CC&Rs)), as well as operating budgets.

Reporting Mechanisms

Olympia will prepare regular, periodic project status reports on all segments of the development and construction process. Our reports will address engineering design; development and construction; financial, budget, schedule, and cash flows; residential lot sales analysis; land acquisitions; and commercial development status.

Olympia will maintain and report on the status of each portion of the project, including entitlement status, design/improvement plan status, and final mapping status with relevant agencies. As required by the Agreement with the City of Las Vegas, reporting will include but not be limited to agency approval number, submittal dates, review times, anticipated approval dates, construction schedules, and completion dates.

Our team will monitor and report the pertinent merchant subdivision sales, pricing, incentives, and absorption pace by community, lot size, home size, and other factors on an on-going basis. The product segmentation analysis, which helps to drive the land use plan, will be evaluated and monitored over the course of the development to review absorption rates and ensure the community is current with residential industry product demands.

Budgets/Cash Flow

We realize that a successful project is built around detailed planning and monitoring. As such, we will continually monitor, analyze, and report financial models and budgets throughout every phase of the project highlighting the critical development plan and reporting costs spent to date and remaining costs to be spent for both on- and off-site expenses. We recommend phases that encompass 150 to 200 acres, an appropriate amount of product for delivery to builders (based on current absorption rates) to ensure adequate, yet not an oversupply of land to builders. Our team has extensive experience with this budget process, and we consider it paramount to achieving the vision and scope of this project. Our analysis of the models and budgets will stretch from the macro-level to the detailed phase level.

Health and Human Safety

Olympia is dedicated to providing a safe work environment. As a part of this effort, we provide OSHA training to all field staff and conduct regular safety meetings with all staff and contractors. During major construction of the development, Olympia will maintain a construction office on site to enable immediate response to construction and safety concerns and emergencies. Additionally, the Master Plan will include dedicated security patrols provided by the developer and the HOA. Our management team is based in Las Vegas and is available with limited notice to conduct field visits and/or meetings with the City or other governing agencies for any reason, including emergency situations.

In previous master plans Olympia has negotiated development agreements to address public services, and first responder needs. Olympia is committed to the same process to make the community safe.

Approach Summary

Under the direction and leadership of Olympia, this project approach provides a framework for success. The team has a complete understanding of the entire development process, and cultured and established relationships with local, state, and federal government, and utility agencies. Olympia will rely on the Las Vegas Paiute Tribe, National Park Service, USAF, Tule Springs, City of Las Vegas, and other stakeholder groups to guide planning efforts.

Importantly, we have the most relevant experience in the lands adjacent to the ULVWVP area given years of studying, planning, designing and developing infrastructure for the neighboring Skye Canyon development. Our talented in-house team has worked together to achieve 25 years of exemplary performance, and we are proud of our contributions to this flourishing community, which are detailed in Section 3. Our cohesive team of owners, professionals, partners, and consultants sets us apart. We select the best in the business, and our respected team includes:

- American West Development
- Kaempfer Crowell
- Slater Hanifan Group Engineering
- Applied Analysis
- KTGY Architects + Planners
- Wallace Morris Kline Surveyors
- Launch Development Finance Advisors

With the continued land sales and progress of the subsequent phases of development at Skye Canyon, Olympia will be able to dedicate its resources to this proposed project. We are confident in our team's understanding of the Upper Las Vegas Wash Vision Plan and our ability to implement a tailored approach that relies on decades of development experience.

THREE

Company Experience / Past Performance

Company Experience Summary

Team

The Olympia Team is comprised of a group of land development experts – each with up to 30+ years of experience within the Las Vegas market. This core team includes Olympia, American West Development, Slater Hanifan (Westwood), Kaempfer Crowell, KTGY Architecture + Planning, Wallace Morris Kline, Launch-Development Finance Advisors, and Applied Analysis.

Olympia

Headquartered in **Las Vegas**, Nevada, our Olympia Companies team is the largest private developer of Master Planned Communities in Nevada. Founded by Chairman Garry Goett in the early 1990s, and with Executive Vice President Guy Inzalaco, we have grown the company's current portfolio to include some of the most desirable and high-profile real estate projects in Southern and Northern Nevada. These projects include Skye Canyon and Southern Highlands master-planned communities; Southern Highlands Golf Club; Casino Fandango, Galaxy Theaters, and Carson City Courtyard Marriott; Hampton Inn and Suites and Residence Inn at Sparks Marina; and Southern Highlands Marketplace, Blue Diamond Centre, and Blue Diamond Plaza retail centers.

Olympia is comprised of a seasoned team of leading land development experts who together possess well over a billion dollars of transaction and development experience. Our team has successfully executed projects in Nevada and Arizona. We have deep expertise, with a focus on land and master-planned developments, and the senior executives are recognized as leaders in the state. Unlike many other companies in the Las Vegas Valley, and notwithstanding the market downturn resulting from the Great Recession, Olympia has maintained our core executive team along with all internal systems, infrastructure, and capabilities. In addition to master planned communities, Olympia is also experienced with casino, large commercial, and retail projects. Olympia is uniquely positioned as its projects are operating with no debt.

American West Development

American West Home Building Group (AWHG) is a nationally recognized and award-winning development and home-building team that has been rooted in Las Vegas for more than 40 years. CEO Larry Canarelli has built homes in the Las Vegas market since 1984, and he and his team have also developed more than 40,000 single family homes in Colorado, California, Arizona, Texas, and Indiana. He planned, designed, and developed nationally-ranked Master Planned Communities in the Southwestern U.S. that are home to nearly 250,000 residents. Locally, Mr. Canarelli has developed the communities of Whitney Ranch, Silverado Ranch (anchored by Silverado High School), and Coronado Ranch. Mr. Canarelli and Olympia CEO Garry Goett have owned, planned, and developed multiple master plans, and other development projects as a team over the last 25 years.

Mr. Canarelli, along with Vice President Jeff Canarelli and Planning Executive Carlo Ferreira are a dynamic and fluid leadership team that have guided the development of multiple master planned communities. Currently they are developing Aurora Highlands master planned community, which is initially proposed as a 3,000-acre mixed-use master planned community featuring residential housing options, commercial/industrial employment centers, a corporate campus, a medical campus, schools, and parks and open space. The master planned community is anticipated to grow to 5,000 acres and be home to more than 60,000 residents. The

community will be an integral piece of the larger 21,000-acre Aerotropolis development currently being planned south of Denver International Airport (DIA). Additionally, they are nearing completion on Shadow Creek Ranch, a 3,500-acre lake-themed master planned community in Pearland, Texas, a suburb of Houston. This community will include up to 12,000 homes and 40,000 residents.

Kaempfer Crowell

Kaempfer Crowell (KC) is recognized as one of Nevada's top law firms in the areas of government relations, land use and zoning, gaming, energy and natural resources, and real estate. Kaempfer Crowell is the pre-eminent Nevada law firm, appearing before City and County councils, boards, and commissions on licensing, request for proposals for City and County contracts, planning, zoning, and all other development matters. The firm's planning and zoning attorneys have been instrumental in obtaining required approvals and licenses for commercial, retail, industrial, and residential projects covering thousands of acres. KC has negotiated Development Agreements and entitlements for Olympia for 25 years and have negotiated most of the major Development Agreements in the Las Vegas Valley in the last quarter century. Bob Gronauer, the firm's Managing Partner, will represent Olympia during the development agreement and entitlement processes of this project. Gronauer has partnered with Olympia for the last 20 years, and is a seasoned attorney who represents almost all local and national developers and individuals before the North Las Vegas City Council; North Las Vegas Planning Commission; Clark County Board of County Commission; Clark County Planning Commission; Clark County Town Boards; Las Vegas City Council; Las Vegas Planning Commission; Nye County Planning Commission; Nye County Board of County Commission; Lincoln County Planning Commission; Lincoln County Board of County Commission, and other related boards to obtain land use entitlements, business, and liquor licenses. KC has also represented developers to obtain approvals to expand the gaming enterprise district for hotels and casinos in the Las Vegas Valley. Additionally, Gronauer has negotiated and drafted most of the development agreements for the master-planned communities and large-scale projects in the City of Las Vegas, Clark County, City of North Las Vegas, and Nye County. He has also drafted legislation to amend municipal code and zoning code provisions at the local government level.

Applied Analysis

Applied Analysis (AA) is a Nevada-based market research and analysis firm with specific experience in Nevada's economy and its real estate markets. Since inception in 1997, AA has been conducting recurring economic and real estate analyses that are known as the standard for market research. An example of publicly available reports is the Las Vegas Quarterly Market Report series, which includes broad-based market information on a number of sectors, including the office, industrial, retail, apartment, and vacant land markets. Additionally, AA owns a residential tracking and analysis firm, SalesTraq, which is one of the pre-eminent residential research firms in Las Vegas. Understanding the existing and potential balance between supply and demand is a critical consideration in any development, expansion, or policy decision. Using the best available market information, the AA team provides insight into economic factors with potential to impact the success or failure of projects. To support their efforts, they maintain some of the region's most comprehensive real estate databases. Each quarter they survey the office, industrial, and retail markets. With over 20 years of historical data, their databases provide a strong foundation for the analysis described in this proposal.

AA is well positioned to conduct the analysis detailed in this submittal in an efficient and timely manner. They have conducted market analyses of this specific nature on a recurring basis over the course of their company's

22-year history. Additionally, AA has conducted land use analyses and projection analyses for nearly every jurisdiction in Southern Nevada.

Slater Hanifan Group/Westwood Professional Services

Slater Hanifan Group a Westwood team (SHG) is a full service multidisciplinary consulting engineering and planning firm established in 2003. In 2018, SHG joined forces with Minneapolis-based, Westwood Professional Services, Inc. (Westwood). Westwood is a leading national multi-disciplined surveying and engineering services provider for commercial and residential developments, public infrastructure, wind energy, solar energy, energy storage, and electric transmission projects. With over 500 staff located across the United States and registrations in 48 states for engineering services, SHG a Westwood team has the resources, experience and qualifications for this Master Planning project.

SHG provides site design and planning services from master planning and zoning, through the design phase, finishing with permitting and construction. SHG has completed over a dozen Master Planning projects throughout the Las Vegas Valley and understands that Master Planning must provide efficient and sustainable solutions while developing strategies for utility systems, growth, energy and infrastructure. SHG has the added benefit of dedicated in-house Master Planning groups for Water/Wastewater, Flood Control, and Traffic service expertise.

For the past 6 years SHG has been working with Olympia Companies on all engineering aspects of the Skye Canyon project.

KTGY Architecture + Planning

KTGY Architecture + Planning is an international full-service architecture design and planning firm with over 400 employees delivering innovation, artistry, and attention to detail. With seven offices located across the United States, KTGY has tremendous depth and access to architects, planners, and other resources to ensure the most qualified professional staff, using modern sustainable practices and impeccable design standards to help create developments of enduring value.

Olympia partnered with KTGY in the infancy stages of Southern Highlands and most recently relied on their expertise for the development of the design guidelines for Skye Canyon. KTGY's Geoff Graney, the Director of Planning in the community planning and urban design studio, along with his team will assist Olympia in the planning and design efforts of this project. Graney has considerable experience in developing unique, creative, and innovative design initiatives that will respect and incorporate the vision established by the ULVWVP. He has experience with master plan communities including: Shoreline Village at Hideout Canyon, Park City, UT; La Florest Master Plan, Brea, CA; El Tore-100, Irvine, CA; La Entrada, Coachella, CA; Belterra, Austin, TX; Yokohl Ranch, Tulare County, CA; as well as numerous urban design projects throughout the United States. The Yokohl Ranch master plan vision is similar to the ULVWVP in approach, as it requires the preservation and protection of sensitive natural, biological, and cultural resources and provides a master plan community that offers a balanced mix of land uses to create new housing, employment, and recreational opportunities while promoting quality of life. The community embraces the principles of smart growth, sustainable communities, honoring the public realm, and celebrating and protecting the site's natural setting and history. KTGY also has experience in the planning efforts for Lytle Creek Wash master plan community, which has significant environmental resources in the adjacent wash (similar to the ULVVWVP area). The plan promotes the sustainable elements of connectivity and walkability throughout the 2,447-acre master plan community. This

community has a full range of housing, including family oriented, active adult, cluster detached, and mixed-use.

KTGY has significant experience working in Las Vegas and therefore has a working knowledge of local codes and ordinances. Their projects include other local and national builders that develop communities and residential products that are successful, innovative, and award-winning. Their builder list includes but is not limited to: Constellation-Calida; VU at MacDonald Highlands; Trilogy – Shea Homes in Summerlin; Ironwood – Toll Brothers. KTGY has also developed master plan documents and design guidelines to support projects throughout the Las Vegas Valley, and has the expertise, staff, and resources to fully commit to developing a plan and supporting design documents required to supplement the ULVWVP.

Wallace Morris Kline

Under the leadership of Olympia team, Wallace Morris Kline Surveying (WMK) will undertake all subdivision mapping and surveying functions for the project. WMK and its principals have been assisting the Olympia Companies for the last 15 years on projects of all sizes. They have been instrumental in the Master Planned Communities of Skye Canyon and Southern Highlands and have also specialized in other Master Planned Communities throughout the Las Vegas Valley. WMK has an ongoing relationship with Olympia's civil engineer, Slater Hanifan, and is located within the same building. This relationship ensures a seamless integration between the mapping, surveying, and engineering functions of the development process.

Launch – Development Finance Advisors

Olympia plans to partner with Launch – Development Finance Advisors to aid in the formation of a Special Improvement District (SID). Launch's Managing Principal has worked closely with Olympia for the last 10+ years. Launch's professionals have been assisting in the financing of public improvements related to large master planned communities since 1988. Their area of specialty is the formulation and implementation of land-secured financings for large scale developments and the formulation of development strategies for large scale master planned communities. Within the Las Vegas Metro Area, Launch has recently provided consulting services related to the following transactions:

- Skye Canyon Phase III – SID 610 ($12,500,000), City of Las Vegas, NV – An Olympia Project
- Skye Canyon Phase II – SID 609 ($11,605,000), City of Las Vegas, NV – An Olympia Project
- Summerlin – SID 813 ($11,400,000), City of Las Vegas, NV
- Valley Vista- SID 64 ($33,930,000), City of North Las Vegas (pending)
- Rainbow Canyon Phase I- LID T-20 ($17,805,000), City of Henderson, NV

Summary

Under the direction and leadership of Olympia, the aforementioned group pf partners and of professionals, including American West Development, Kaempfer Crowell, Slater Hanifan, Applied Analysis, KTGY, Wallace Morris Kline, and Launch have unparalleled expertise and capacity. This team thoroughly understands the development process and has cultured relationships and established trust through decades of experience in planning and developing master planned communities – not only in the Las Vegas Valley, but throughout the United States.

FORM B – PAST PERFORMANCE

PROJECT NAME & LOCATION	ROLE		* PROJECT OWNER'S NAME & ADDRESS	OWNER REPRESENTATIVE'S NAME & PHONE	PROFESSIONAL OR KEY STAFF MEMBER / ROLE
	PRIME	SUB			
Skye Canyon US 95 & Skye Canyon Park Dr. Las Vegas, NV	X		Olympia Companies, LLC 11411 Southern Highlands Pkwy. Suite 300 Las Vegas, NV 89141	Garry Goett 702-220-6565	Marc Bolduc - Lead Engineer Chris Armstrong - Lead Planner Brett Goett - Legal Counsel
Southern Highlands I-15 & Southern Highlands Pkwy Las Vegas, NV	X		Olympia Companies, LLC 11411 Southern Highlands Pkwy. Suite 300 Las Vegas, NV 89141	Garry Goett 702-220-6565	Garry Goett - Lead Developer Guy Inzalaco - Land Acquisitions Marc Bolduc - Lead Engineer
Aurora Highlands Aurora, CO		X	American West Development 250 Pilot Rd Suite 140 Las Vegas, NV 89119	Larry Canarelli 702-736-6434	Larry Canarelli - Lead Developer Bob Evans - Financials Jeff Canarelli - Developer
Shadow Creek Ranch Houston, TX		X	American West Development 250 Pilot Rd Suite 140 Las Vegas, NV 89119	Larry Canarelli 702-736-6434	Larry Canarelli - lead Developer Bob Evans - Developer Jeff Canarelli - Developer
Casino Fandango 3800 S. Carson St Carson City, NV 89701	X		Olympia Companies, LLC 11411 Southern Highlands Pkwy. Suite 300 Las Vegas, NV 89141	Garry Goett 702-220-6565	Garry Goett - Lead Developer Brett Goett - Legal Counsel Doug Hensley - Financials

*Actual legal Owner are affiliates of Olympia Companies or American West Development and are Project Specific

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Skye Canyon - Project Highlight

Skye Canyon Master Planned Community is another example of a completely integrated master plan community currently under development by Olympia. The project is planned for up to 9,000 homes and consists of 1,700 acres. It is generally located in the northwest area of the City of Las Vegas at US Highway 95 and Skye Canyon Park Drive. The project is adjacent to the proposed Master Plan that is the subject of this RSOQ.

The property was acquired by Olympia and its financial partners following the Great Recession after numerous failed attempts at development by other owners and developers. Following the acquisition, Olympia undertook a model similar to that which proved successful at Southern Highlands.

Extensive research and analysis were completed to identify the appropriate markets and establish the brand of Skye Canyon as the "Base Camp for the Great Outdoors," and the "Next Generation" master planned community. Skye Canyon offers entry-level, move-up and luxury neighborhoods for individuals, couples, families and active adults who share a passion for outdoor activities, wellness and immersive living. In 2015, Skye Canyon was the first master planned community to break ground in Las Vegas in nearly a decade, and provides for a mix of residential, commercial and gaming uses.

The centerpiece of Skye Canyon is the $16 million dollar, 15-acre Skye Canyon Park, which features a basketball court, sports field, multiple "tot lots," splash and play parks, multi-purpose trails, as well as Skye Center and Skye Fitness, which are rustic contemporary buildings reflecting the community's outdoor lifestyle. Based on market experience, Olympia has recognized the need to share with future home buyers its diverse investment in the community with the establishment of the amenities in the initial phase of development. Skye Park/Center was under construction concurrently with the first homes, which provided confidence to potential home buyers in Olympia's financial commitment to the community. The construction of the Southern Highlands Golf Course prior to any other development in Southern Highlands by Olympia followed the same strategy. This commitment was particularly important in Skye Canyon, given the history of previously failed development attempts and multi-ownership during the Great Recession.

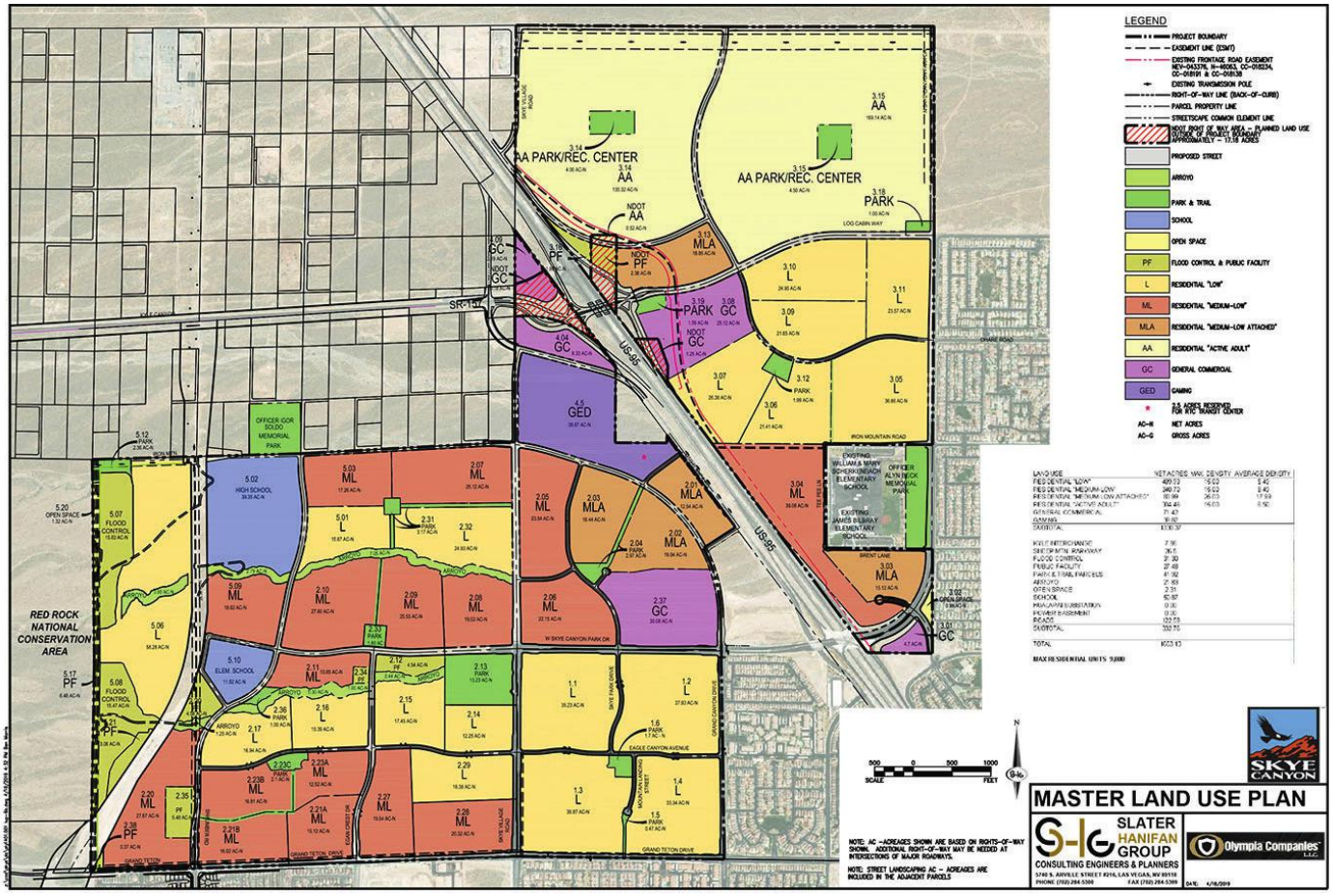
Skye Canyon has received numerous awards and recognition for the design of its master plan. Since Skye Canyon's grand opening in March 2015, the community has received numerous awards and honors for its responsible land practices, homes sales, architectural design, resident programming, and philanthropy, including:

- Placemaking Award for Excellence by the Urban Land Institute Nevada in 2018
- 2018 Silver Nugget Award for Las Vegas' Best Active Lifestyle and Best Master Planned Community Parks and Amenities
- National Association of Home Builders' Silver Award for Best Sales/Welcome Center

Over the last two years, Skye Canyon has consistently ranked at or near the top of home sales for master plan communities every month. As of March 2019, approximately 1,007 homes have sold within Skye Canyon, with

10 actively selling subdivisions. Skye Canyon finished 2018 strong, checking in with the country's highest growth rate for master-planned communities, according to John Burns Real Estate Consulting (JBREC), which ranked Skye Canyon Number 21 on its 2018 Top 50 Master-Planned Communities list. Skye Canyon was also ranked Number 22 in the U.S. by RCLCO Real Estate Advisors on its 2018 Annual Best-Selling Master-Planned Communities Report. The development and construction of Skye Canyon and strategies followed are similar to those outlined in detail in Section 2 – Project Approach. Our processes are precise, efficient, and effective, while still remaining flexible to change.

Since assuming ownership of Skye Canyon the Olympia team has successful worked closely with the City's elected officials, senior management, and staff to create the best new master planned community in the City of Las Vegas. We appreciate the continued commitment from the City, as a trusted partner, in growing the City in a innovative and sensitive manner.




SKYE CANYON




BASE CAMP FOR THE GREAT OUTDOORS
ADVENTURE LIVES AT SKYE CANYON







Southern Highlands - Project Highlight

Southern Highlands Master Planned Community encompasses approximately 2,750 acres and is approved for over 10,000 homes. More than 7,000 homes have been built, and the community will ultimately be home for more than 30,000 residents. From the award-winning, nationally-ranked golf course and clubhouse, to the prestigious custom estate home communities, to the vast network of parks, trails and a multi-use sports complex, to the thoughtfully planned retail and commercial spaces, to the public and private schools, and to the variety of national and local homebuilders, this is a neighborhood that everyone can call "home." As a multi-year recipient of "Best of Las Vegas- Best Master Planned Community," Southern Highlands continues to stand the test of time as one of the premier Master Plan Communities in Southern Nevada. Southern Highlands was voted #1 Master Planned Community for 2017 and 2018. Southern Highlands Master Plan community is uniquely located at the southern end of the Las Vegas Valley, and with the addition of the Starr Interchange in the summer of 2019, it will have three direct interchanges with Interstate 15. Olympia was instrumental in partnering with Clark County Public Works and the Nevada Department of Transportation (NDOT) to secure and fund the interchanges in a timelier manner than initially planned.

Project Approach

Land acquisition for Southern Highlands occurred during the early to mid-1990s, and ownership was a complex mix of public and private land that was successfully assembled, then analyzed for appropriate land uses, planned based on these land uses, entitled through the required local, state and federal agencies, designed and engineered, and finally developed into a pre-eminent Master Plan Community.

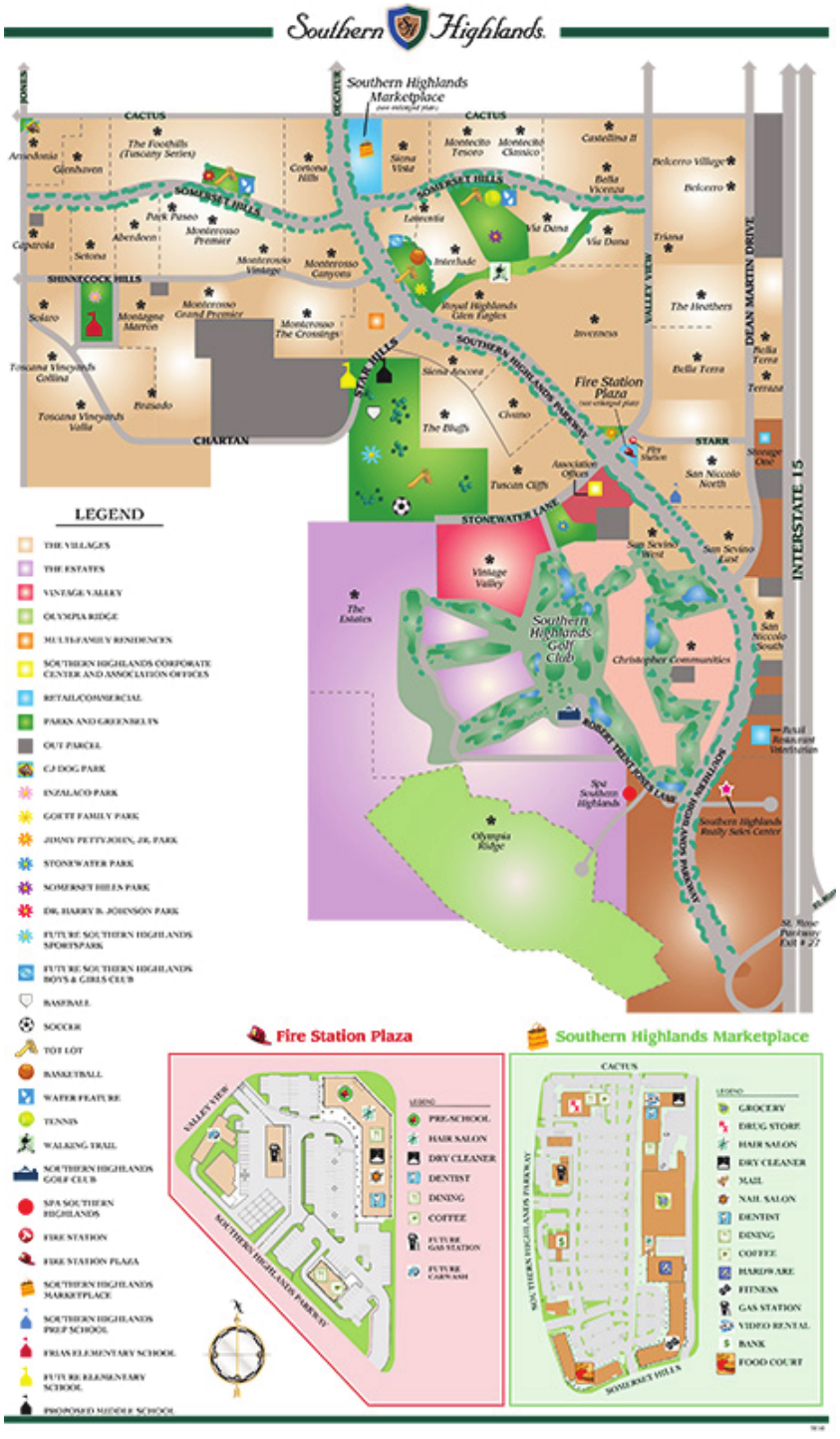
The leaders of this original process continue to be fully engaged in Olympia and have assembled an experienced group of recognized professionals who have all been with Olympia for a decade or more. Olympia was responsible for all the infrastructure development, delivery of residential builder lands, planning/design/development, and construction of multiple commercial/retail components within the community.

The original land plan was a product of a detailed market analysis, with the development of a nationally-ranked golf course and club house serving as the highlighted amenity of the community. The market and product analysis guided the land use plan to ensure product segmentation that would allow for absorption rates above the rate experienced elsewhere in Clark County. This analysis allowed for a diverse mix of single family residential and multi-family residential units to attract a broad range of buyers. Home prices started at approximately $200,000, with custom homes on estate lots worth in excess of $20 million. Additionally, parks and amenities, schools, other public facilities, and commercial development were derived based on the density, and units were developed in the land plan to ensure an appropriate land use distribution and service provision.

Following the establishment of the land plan, various master studies were completed to address traffic, drainage, and design of the required utilities. Entitlements were completed and a Development Agreement was negotiated with Clark County and the Clark County School District. The community was designed to accommodate drainage through paseos and multi-functional recreating spaces.

The development and construction of the required infrastructure followed a detailed analysis with Clark County,

and all the required utility providers. Over $300 million dollars were spent to provide the required infrastructure to support a community, including Clark County Fire Department Fire Station #56, infrastructure for public and private schools, retail and corporate office developments, as well as the Boys & Girls Club of Southern Highlands (which was developed under the philanthropic component of Olympia Companies). Following the building of the office and retail components within Southern Highlands, Olympia is now responsible for the management and leasing of these commercial projects, which demonstrates the vertical integration of a complete, full-service land development entity.











Aurora Highlands - Project Highlight

THE AURORA | HIGHLANDS

Aurora Highlands Master Planned Community is initially proposed as a 3,000-acre mixed-use master planned community featuring a variety of land uses: residential housing options, commercial/industrial employment centers, corporate campus, medical campus, schools, and parks and open space. The master planned community is anticipated to grow to 5,000 acres and be home to more than 60,000 residents. The community will be an integral piece of the larger 21,000-acre Aerotropolis development currently being planned south of Denver International Airport (DIA). The intent for this pioneering community is a uniquely focused vision that prioritizes the potential of connectivity—linking the past and future, where urban and suburban become one.

Aurora Highlands LLC is developing the community. The company brings a team with a history of successful development. Its breadth of experience ranges from capital investments to horizontal development, vertical construction, and whole mixed-use, master-planned communities, including Shadow Creek Ranch near Houston, Texas. The principal directors have a combined success of delivering 100,000 homes throughout the Southwestern United States, as well as 3 million square feet of commercial space.

In addition to residential homes, over 7 million square feet of commercial space is currently dedicated to retail, medical campuses, industrial employment centers, and a corporate campus. Plans also include providing land for schools, civic facilities, and services, as well as an abundance of open space and recreation.

The Aurora Highlands master planned community will feature every category of housing, from affordable attached to multifamily groupings and single-family residences. Multiple neighborhoods, designed as a series of 10 residential villages, will feature distinct characteristics that support the overall atmosphere of the community and appeal to a variety of residents. With a nod to the Colorado outdoor lifestyle, the community boasts 20 miles of trails, 12 neighborhood parks, and 20 pocket parks. Offering a city-within-a-city feel that provides crucial support services to the rapidly growing community, the bustling downtown “Main Street” area will feature retail, restaurant, and office space, providing the urban neighborhood lifestyle that the new generation of home buyers demand in the suburban setting they desire. With easy connections to DIA, light rail, E-470, and I-70, The Aurora Highlands will deliver residents the convenient connectivity to work and play that defines the Colorado lifestyle.






THE AURORA | HIGHLANDS
48TH AVE
MIXED USE
COMMERCIAL ACTIVITY CENTER
SCHOOL
OPEN SPACE & PARKS
SCHOOL
PHASE 1 - NOW OPEN
NEIGHBORHOOD PARKS
RECREATION CENTER
PARK
MONUMENT
38TH/40TH AVE CONNECTION
COMMUNITY PARK
OPEN SPACE & PARKS
POWHATON RD
HIGHLANDS CREEK PARK
SCHOOL
E-470
MEDICAL & CORPORATE CAMPUS
SCHOOL
NEIGHBORHOOD PARKS
COMMERCIAL ACTIVITY CENTER
70
26TH AVE
CONNECTION





Shadow Creek Ranch - Project Highlight

Shadow Creek Ranch is a 3,500-acre lake- themed Master Planned Community in Pearland, Texas, a Southern suburb of Houston. Decades ago, the developer had a vision and identified the opportunity for this unique community. The proximity of Shadow Creek Ranch to all of Houston's business, sports, and entertainment venues, including Hobby International Airport makes it a highly desirable master planned community. The residential component of the community is nearing completion and will include up to 12,000 homes and be home to 40,000 residents. During the peak of its development, Shadow Creek Ranch was consistently one of Houston's fastest selling communities. There are numerous lakes, a town square, parks, pools, and over 22 miles of hike and bike trails that uniquely identify Shadow Creek Ranch. Additionally, there are commercial, industrial, civic, and recreational sites, including schools, churches, a hospital, daycare facilities, police annex/fire station, library, and a senior assisted living center.

The developer envisioned a unique and innovative opportunity for the 300 acres of lakes – not only as a community amenity, but also as a system to support the master drainage plan. The eleven separate lakes were developed to be used as an interconnected detention system designed to control the flow of stormwater into Clear Creek, Shadow Creek's northern boundary. The detention system prevents uncontrolled stormwater from inundating local bayous and creeks.

The Company started assembling the land for Shadow Creek Ranch in 1998 and ultimately acquired 258 separate and privately held parcels. Following the acquisition phase of the development process, the team then guided the entitlement, design, engineering, financing, and construction of this highly successful master planned community. Shadow Creek Ranch is truly an innovative, unique, and successful master planned community.





SHADOW CREEK RANCH


Sam Houston Tollway/Beltway 8
To Houston
City of Pearland Sports Complex
Nature Park
University of Texas
Crystal Cove
Proposed Ft. Bend ISD Elementary School
Meadow Trails West
Meadow Trails East
Edgewater
Nicole Terrace
Lake Meadows
Westhaven
Blackberry Crossing
Brook Run
Silver Leaf Glen
Crookside Meadows
Laura Ingalls Wilder Elementary School
Rosewood Crossing
Haley Landing
Morningside
Mallards Landing
Emerald Landing
Enclave Lake
Estates
Enclave Terrace
Osprey Pointe
The Island
Reflection Pointe
The Estates
Island Manor
Bay View Terrace
Bay Front Estates
Sunrise Creek
The Strand
Sunset Shores
The Gables
Oakwood Terrace
Heatherwood
Lakeside Terrace
Heron Bay
Kelsey Pointe
Crystal Lake
Oak Arbor Estates
Oak Hollow
Crescent Landing
Iris Shores
Jasmine Pass
Regents Glen
Briarwood North
Briarwood South
Biscayne Bay
Arber Lakes
Azalea Creek
Autumn Brook
Pelican Shores
Windy Shores
Trinity Shores
Westwood Springs
Brookglen
Riverside Place
Eden Cove
Holly Landing
Country Glen
Copper Creek
Orchard Village
Piney Trails
Sagecrest Pointe
Village Green
Harvest Grove
Shadow Ridge
Broadway/FM 518
Glenn York Elementary School
Dr. Ronald E. McNair Junior High School
Emerald Shore
Waterside Landing
Southview Terrace
Shirley Dill Brothers Elementary
Half Moon Terrace
Kirby Commons
Placecrest
Shadow Creek Ranch Town Center
Pearland Town Center
HCA Hospital
Kroger
Mary Burks Marsh Elementary School
Helen Ryan Senior High School
Shadow Creek Ranch Village
Shadow Creek Parkway/FM 2234
Dixie Farm Road
Hughes Ranch Road
Max Road
Kirby Drive
Discovery Bay
Reflection Bay
Trinity Bay
Magnolia Bay
Sunset Bay
Emerald Bay
Clear Lake Loop
Clear Lake Loop
Bayside Drive
Bayside Drive
Broadway Bay
Whitewood Bay
Shadow Creek Parkway
Shadow Creek Parkway
Shadow Creek Parkway

Casino Fandango - Project Highlight







Since opening in 2003, **Casino Fandango** has rapidly become the market leader in one of the fastest growing regions in the Silver State. Today, the 20-acre Casino Fandango campus includes over 725 slot machines, 10 table games, a sports book, five award-winning restaurants, a 10-screen Galaxy Theater multiplex, a 100-room Courtyard by Marriott hotel, and 7,000 square feet of meeting and event space. Casino Fandango offers amenities that rival major Reno and Las Vegas casino hotels. Casino Fandango's proximity to desirable vacation destinations, strategic location along US Highway 395, relaxed and friendly atmosphere, and player-oriented approach have made it popular with locals and tourists alike.

Between 2003 and 2007, the project underwent a series of expansions, including: additional casino floor space; a four-story parking structure; and two restaurants (Dukes Steakhouse and the Rum Jungle Buffet, Carson Valley's only live-action buffet). In 2005, an additional 30 acres of adjacent land was acquired with the intention of developing a movie theatre and a multi-family residential project. Soon thereafter, Casino Fandango initiated a $40 million master-planned, multi-phase expansion starting with the opening of the Galaxy Movie Theater and concluding with the 7,000 square foot Meeting & Convention Center.

Galaxy Movie Theater Casino Expansion & Skybridge

In 2007, Carson Gaming Theaters LLC opened the $15 million dollar, 42,000 square feet, 10-screen multiplex Galaxy Theaters. The stadium format H-D movie theatre was the first of its kind in the Carson Valley. Casino Fandango completed the 13,000 square foot casino and Sky Bridge expansion, an $8 million dollar project that connects the 10-screen movie theatre to the casino. In addition to the Sky Bridge, 5,000 square feet of casino and administrative offices were added to the western side of Casino Fandango.

Courtyard by Marriott Hotel

In 2008 Carson Gaming Hotels LLC opened the 100-room Courtyard by Marriott (Marriott flag) in Carson City. This hotel sits immediately adjacent to Casino Fandango and is the market leader in RevPar. The $13 million dollar, four-story, 80,000 square foot project took 14 months to construct.

Carson Hills Apartments

As part of the master plan, in 2016 Olympia Companies sold 22 acres of adjacent land to be developed for multi-family housing. In 2018, construction commenced on the 370-unit, multi-family Carson Hills project. The project will have several points of connection to the Sky Bridge, allowing residents easy access to the Casino Fandango campus.



FOUR

Key Personnel

FORM C – KEY PERSONNEL

NAME	DISCIPLINE / EXPERTISE	TITLE	RESIDENT OF NEVEDA OR CLARK COUNTY?	As applicable, Certification(s)	EDUCATION DEGREE / YEAR	YEARS OF EXPERIENCE	
						FIRM	CAREER TOTAL
Garry Goett	Developer | Visionary | Design and Management of Development of Master Planned Communities	Chairman & CEO	Yes		Law / 1965	30	45
Larry Canarelli	Homebuilder | Design and Management of Development of Master Planned Communities	CEO	Yes		MBA / 1973	35	45
Bob Evans	Finance | Accounting | Homebuilder	Senior Vice President	Yes	Certified Public Accountant	Finance / 1981	10	30
Jeff Canarelli	Homebuilder | Design and Management of Development of Master Planned Communities	Vice President	Yes		Business Admin / 1997	17	17
Guy Inzalaco	Acquisition | Negotiations | Entitlements | Development	Executive Vice President & Principal	Yes		————	30	40
Brett Goett	Legal | Negotiations | Developer	Chief Legal Council	No	Law - Arizona	Law / 1990	25	30
Marc Bolduc	Civil Engineer | Design and Management of Development of Master Planned Communities	Senior Vice President	Yes	Professional Engineer NV 12808	BS Civil Engineering / 1994	15	25
Chris Armstrong	Planning | Entitlements | Development	Senior Vice President	Yes		MS Urban Planning / 1994	13	23
Doug Hensley	Finance | Accounting | Negotiations	Senior Vice President & CFO	Yes	Certified Public Accountant CA 42625	Masters Business Admin / 2000	18	40
Robert Gronauer	Legal | Drafting and Negotiation of Development Agreements	Partner	Yes	Law - Nevada	Law / 1996	21	21
Jeremy Aguero	Economic Analysis	Partner	Yes		Juris Doctorate / 2004	21	22
Jerry Slater	Civil Engineer	Vice President	Yes	Professional Engineer NV 14167	BS Civil Engineering / 1996	15	31

Resumes



Garry V. Goett
Chairman & CEO (Olympia Companies)

Garry Goett has an impressive long-term track record of developing master-planned communities and mixed-use developments that fully integrate the needs and wants of a community with local economics, various levels of government, under the guiding principles of local ordinances, and vision and planning documents. Well-known for his ability to create smart, quality growth projects, Goett works hand-in-hand with community and business leaders and government agencies, evidenced by the very successful Southern Highlands master-planned community.

Goett received an undergraduate degree in economics from the University of Calgary and a law degree from the University of Toronto. After practicing law for 12 years, Goett founded Olympia Companies and has selectively channeled the company's resources toward development activities to satisfy the local economy's need for quality real estate development projects. Together with Executive Vice President Guy Inzalaco, they have grown the company's current portfolio to include some of the most desirable and high-profile real estate projects in Nevada, such as the Skye Canyon and Southern Highlands master-planned communities, Southern Highlands Golf Club, Southern Highlands Marketplace, Blue Diamond Centre, Blue Diamond Plaza, Southern Highlands Corporate Office Center, Hampton Inn & Marriott Residence Inn (Sparks, NV) and many others.

In 2003, Goett opened Casino Fandango, a locals oriented casino in Carson City, Nevada to rave reviews. The casino's immediate success redefined the gaming experience in the Capital City and has since been recognized by visitors, locals, and observers for "doing it right." Goett added to the Casino Fandango Campus with a Courtyard Marriott and Galaxy Fandango Movie Theaters.

Currently, Goett is directing his team of executives in the development of Skye Canyon, a 1,700 acre master-planned community in Northwest Las Vegas which is the first major residential project to launch in Vegas since the great recession. Also, in the works is a final buildout phase of Southern Highlands. Olympia is planning and developing gaming projects and retail, residential and commercial projects with an overall goal of creating quality projects for residents of Nevada.

Goett is actively involved in a variety of philanthropic activities. For the past 19 years, Mr. Goett, along with the Governor of Nevada, has hosted the Governor's Black-Tie Invitational at Southern Highlands Golf Club, one of the Las Vegas area's largest annual charitable fundraising events. Mr. Goett is also actively involved in various local charities and community organizations and serves on the boards of Opportunity Village, Assistance League of Las Vegas and Make-A-Wish Foundation of Southern Nevada. He also previously served on the board of St. Rose Dominican Hospitals for nine years.

Resumes - American West Homebuilding Group



Larry Canarelli
CEO

Born and raised in central California, Larry Canarelli graduated from UCLA, and then went on to receive his MBA from the University of Southern California. During this time, he married his wife Heidi, and began his family as well as a career in home building. Larry started working in Las Vegas in 1976 and fulfilled his childhood dream of building homes for families with the inception of American West Homes in 1984.

Canarelli is CEO of the American West Homebuilding Group, where for more than 30 years he has been a Nationally Recognized Award Winning, Top 100 Builder and most notably recognized as one of the top 5 privately held homebuilders as ranked by both Builder Magazine and Professional Builder Magazine. As a privately held company without reliance on equity markets or leverage, The AWH Group can make investment decisions and infrastructure commitments in a time frame free of the encumbrance of the many levels of review necessitated by highly leveraged and publicly traded companies. American West Homebuilding Group, with Mr. Canarelli at its helm, has not only built over 40,000 single family homes in Colorado, California, Arizona and Indiana but has also planned, designed and developed Nationally Ranked Master Planned Communities in the Southwestern United States that are home to nearly a quarter of a million residents.

Mr. Canarelli has been recognized for innovation in the industry and for civic leadership and philanthropy in the cities, counties and states where he has built and developed. In addition to his tremendous success in building, Canarelli is a community leader and dedicated father. Larry and Heidi have raised four children in Southern Nevada, and their dedication to the positive growth of the children of Southern Nevada was recognized when Clark County School District built and named a school in their honor, Canarelli Middle School.

Robert (Bob) Evans
Senior Vice President and CFO

Bob Evans is Senior Vice President and Chief Financial Officer for the American West Home Building Group, and The Aurora Highlands Master Plan Community development team. Bob has more than 30 years of experience in the field of accounting and finance for National Homebuilding and Development Companies. He is a former Tax Partner with McGladry and Pull and was the lead tax specialist for real estate. His guidance is essential to advancing the development of public/private partnerships for the company.
Education: Bachelor of Science Finance 1981 Montana State University

Jeff Canarelli
Vice President

Jeff is President of American West Development, the development arm of American West Home Building Group, as well as Vice President of American West Home Building Group (AWHBG). Jeff oversees the day to day activities of the home building operation of American West Homes. He has more than twenty years of experience in the home building and development industry. American West Homes has been recognized as one of the top five private homebuilders in the country.
Education: Bachelor of Science in Economics and Business Administration – 1997 – St. Mary's College.

Resumes



Guy Inzalaco
Executive Vice President & Principal

Educated at Arizona State University, Guy Inzalaco served as Special Assistant of State Affairs to former U.S. Senator Dennis DeConcini from 1981 to 1987. During that time, Inzalaco developed professional relationships with many state and federal agencies, including the Forest Service and the Bureau of Land Management. It is these types of relationships and his remarkable skill in cultivating them that have helped Inzalaco thrive in the land investment and development arena.

Inzalaco and Garry Goett became partners in 1988 and went on to successfully acquire thousands of acres of private and BLM land, and were one of the largest private landowners in the Las Vegas area. These acquisitions served as the basis for the core business of Olympia, which is the development of master planned communities.

Today, as partner and co-founder of Olympia Companies, Inzalaco focuses on creating and nurturing strategic relationships with both public and private entities while exploring land acquisition and development opportunities in Nevada and the Southwest. He has helped grow the company's current portfolio to include some of the most desirable and high-profile real estate projects in the Las Vegas area including: Skye Canyon Master Planned Community, Southern Highlands master-planned community, Sedona Ranch master planned community, Southern Highlands Golf Club, Southern Highlands Marketplace, Southern Highlands Corporate Office Center, Blue Diamond Centre and Blue Diamond Plaza among others.

Inzalaco is actively involved in various local charities and community organizations, including serving on the boards of the Southern Highlands Charitable Foundation, Arizona State University's Sun Angel Foundation, Thunderbirds Charities in Scottsdale, Arizona and the Barrow Neurological Foundation in Phoenix, Arizona.



R. Brett Goett
Chief Legal Officer

The Olympia Companies Legal Department has been headed up by R. Brett Goett for over the past twenty-five years. As Chief Legal Officer & General Counsel, Mr. Goett's primary focus is on structuring, negotiating and documenting Olympia Companies' extensive real estate and business transactions. Additional areas of practice include corporate finance, general corporate advice, taxation, development/ entitlement, employment, corporate compliance, leasing, title and escrow, and insurance and litigation strategy and management. Mr. Goett is also involved with providing key legal and strategic input and direction to the Executive Team and its members. Mr. Goett has been long-groomed by its current founding partners to take Olympia Companies to even greater heights and prominence in the future.

Prior to joining Olympia Companies, he practiced law in the Phoenix metropolitan area. Thereafter, Mr. Goett accepted an in-house counsel position with a Fortune 500 company. Mr. Goett received his undergraduate degree from Arizona State University in 1987 in Business Administration where he received honors. He attended the Arizona State University College of Law where he received an externship with the United States Ninth Circuit Court of Appeals, Hon. Stephen Rinehart. Mr. Goett graduated from law school in 1990 with a program emphasis in business and business-related topics. He is a member of the State Bar of Arizona, American Bar Association and is actively involved with Arizona State University, his local Church, and numerous charitable organizations.

Resumes

MARC A. BOLDUC, PE

Overview

Experienced land development and land planning professional with 30+ years of experience in master planned community development, zoning, land entitlements, development agreements, residential and commercial projects, commercial leasing, home owner associations, design, management and construction.

Experience

Senior Vice President of Development **Dates: 2003 - Present**
Olympia Companies - Land Development

- Responsible for the oversight and management of Master Planned Communities (Skye Canyon, Southern Highlands, Highland Hills) and various Commercial and Residential projects related to zoning/entitlements/mapping etc.
- Perform due diligence related to BLM land auctions and process parcels through land entitlement and permitting processes.
- Manage large projects with local, state, and federal agency jurisdiction through plan approval and permit process

Senior Engineer **Dates: 1999 - 2003**
Clark County - Major Projects

- Senior Engineer on a multi-disciplinary development team responsible for design review and development agreement processes for the Major Projects Review Team for several Master Planned Communities (Summerlin, Southern Highlands, Mountains Edge, and Rhodes Ranch)

Vice President **Dates: 1996 - 1999**
Orion Engineering – Land Development Design, Engineering, Construction Mgmt.

- Oversaw the day to day operations for a mid-size engineering and surveying company responsible for residential development projects, commercial/retail, airport facility design projects, parks and other uses.

Project Manager **Dates: 1994 - 1996**
Willdan Associates – Land Development Review & Special Improvement Districts

- Performing Drainage Study and Grading Plan reviews in for Clark County Public Works to ensure compliance with Clark County Regional Flood Control District requirements and criteria. Special Improvement District set up for Clark County Master Planned Communities (Summerlin, Southern Highlands)

Engineering Intern **Dates: 1989 - 1994**
Clark County Public Works – Land Development Review

- Operated the Map Room research library, assist customers with Flood Zone assessments, log in of drainage studies, traffic studies, improvement plans,
- Offsite Improvement Inspection experience in the field and laboratory

Education:

- BS, Civil Engineering, University of Nevada Las Vegas, 1994

License | Registration:

- Professional Civil Engineer, Nevada #12808

Resumes

CHRIS ARMSTONG

Overview

Experienced land development and land planning professional with 24 + years of experience in master planned community development, zoning, land entitlements, development agreements, residential and commercial projects, commercial leasing, home owner associations.

Experience

Senior Vice President of Development **Dates: 2006 - Present**
Olympia Companies - Land Development

- Provide oversight and management of Master Planned Communities (Skye Canyon, Southern Highlands, Highland Hills) and various Commercial and Residential projects related to zoning/entitlements/mapping etc.
- Perform due diligence related to BLM land auctions and process parcels through land entitlement and permitting processes.
- Manage leasing, operations, and budgets for commercial shopping centers
- Board of Directors for multiple Home Owner's Associations from 100+/- Units to 7,000 + unit Master Planned Communities
- Manage large projects with local, state, and federal agency jurisdiction through plan approval and permit process

Planning/Entitlements Manager **Dates: 1999 - 2003, 2004 - 2006**
Carter Burgess - Planning/Land Development

- Oversaw the planning and entitlement projects for various master planned communities, commercial, and residential developments throughout the Las Vegas valley.
- Performed zoning and land use application processing.
- Performed due diligence on potential land purchases including BLM land auctions
- Worked with local, state, and federal agencies through plan approval and permit process

Principal Planner/Senior Planner **Dates: 1997 - 2002**
Clark County - Major Projects

- Principal Planner on a multi-disciplinary development team responsible for land use, zoning, and development agreement processes for the Major Projects Review Team for several Master Planned Communities (Summerlin, Southern Highlands, Mountains Edge, and Rhodes Ranch) .

Planner **Dates: 1997**
City of Las Vegas - Planning

- Performing zoning plans check and provided customers with various current planning information

Education:

- MBA, Urban Planning, McGill University, Montreal, Canada
- BA, Urban Geography, Queens University, Kingston, Canada

License | Registration:

- AICP Accreditation (American Institute of Certified Planners - expired)

Resumes

DOUG HENSLEY, CPA

Overview

Experienced financial and accounting professional with over 36 years of experience in management of business financial transactions, development and maintenance of lending and market capital relationships and oversight of negotiations.

Experience

Senior Vice President and Chief Financial Officer **Dates: 2000 - Present**
Olympia Companies - Land Development

- Development and maintenance of lending and capital market relationships – performed, supervised or participated in over a hundred financings of various types including Special Improvement Districts, Master Planned Communities, Credit Lines, Income Producing Properties, and Gaming
- Successful opening and financing of a Market Leading Locals Casino
- Creation, review and analysis of company and project financial models and which include various financial and tax analyses, comparison of past, current and forecasted financial information and series of scenarios for Master Planned Communities, Gaming Properties, Media Companies, and Commercial Real Estate
- Management of exceptional accounting functions and review for scores of entities
- Management of the creation and implementation of sophisticated budgeting systems
- Member of Strategic Planning Team, Human Resource and Risk Management Teams
- Supervision of implementation and execution of various debt compliance programs
- Implementation, negotiation and analysis of Special Improvement District financings
- Trustee and Member of 401k committee
- Board Member and Treasurer of Homeowner Associations

Executive Vice President - Corporate Development **Dates: 1999 - 2000**
Chief Financial Officer & Executive Vice President **Dates: 1990 - 1998**

- Head of Mergers & Acquisitions team – Oversight of due diligence, valuations and integration and instrumental in negotiations
- Chair of Executive Committee which considered such wide-ranging issues as company mission and vision, company objectives, employee relations, cash flow, re-engineering, succession planning, and team building
- Coordination of successful Initial Public Offering, including the S-1 and road show
- Oversight and review of various SEC public disclosure reports including 10k's, 10q's, & 8k's and communication with investors and analysts
- Oversight of development of ESOP program
- Participation in organizing, analyzing and procuring equity and tax-exempt bond financing for Low Income Housing Tax Credit Properties

Education:

- MBA, Presidential/Key Executive Program, Pepperdine University, Malibu, CA
- BS, Accounting, California State University, Northridge, CA

License | Registration:

- Board Member - US Bank - Southern Nevada Advisory Board
- Treasurer - Southern Highlands Charitable Foundation
- Board Member and past President - Nevada Chapter of Financial Executives International
- Board Member (Past) - Las Vegas Chapter of Boys Hope Girls Hope
- California CPA
- AICPA

Resumes

ROBERT GRONAUER

Overview

Bob Gronauer is the Managing Partner of Kaemfer Crowell Law Offices and is also a senior member of the firm's Government Affairs Department. His practice primarily focuses on zoning and land use law at the local government level.
Bob is a seasoned attorney who represents almost all local and national developers and individuals before the North Las Vegas City Council; North Las Vegas Planning Commission; Clark County Board of County Commission; Clark County Planning Commission; Clark County Town Boards; Las Vegas City Council; Las Vegas Planning Commission; Nye County Planning Commission; Nye County Board of County Commission; Lincoln County Planning Commission; Lincoln County Board of County Commission and other related boards to obtain land use entitlements, business and liquor licenses. He has represented developers to obtain approvals to expand the gaming enterprise district for hotels and casinos in the Las Vegas Valley. Additionally, Bob has negotiated and drafted most of the development agreements for the master-planned communities and large scale projects in the City of Las Vegas, Clark County, City of North Las Vegas and Nye County. He has drafted legislation to amend municipal code and zoning code provisions at the local government level.

Experience

Managing Partner
Kaempfer Crowell Law Offices

- In 1998, Bob represented the developer of Iron Mountain Ranch master-planned community to obtain various entitlements. He negotiated and drafted the development agreement, development standards and design guidelines. At the time of its approval, it was the second largest master-planned community in the City of Las Vegas. Since the passage of SB208 in 1999, Bob has been retained by the development community to entitle properties for gaming to allow for the development of neighborhood hotel and casinos. He also drafted legislation that was adopted by the local governments to allow grocery stores via the Internet to deliver alcohol beverages in conjunction with grocery deliveries.
- In 2006, Bob was the lead attorney to negotiate and draft a one billion dollar development agreement for the development of Park Highlands located in the City of North Las Vegas. This was the largest master-planned community in North Las Vegas consisting of 2,675 acres which was entitled for residential, commercial, mixed use, public facilities, parks and schools. Bob currently represented the new owners of this master planned community. He has negotiated the prior development agreement on the client's behalf. The master planned community has been renamed Villages at Tule Springs. Bob is also working on Faraday Future, a large innovative industrial project within Apex Industrial Park in North Las Vegas.
- In 2008, Mr. Gronauer represented various property owners in Clark County to annex over 10,000 acres of property into the City of North Las Vegas. This area, known as Apex, is the future development of industrial uses.

Education:

- Juris Doctorate, Western Michigan University Thomas M. Cooley Law School, Lansing, MI
- BA, College Misericordia, Dallas, PA

License | Registration:

- Nevada Bar Admission 1997
- Best Lawyers in America® —- 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018 and 2019
- Best Lawyers in America® in Land Use & Zoning Law – 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018 and 2019
- Best Lawyers in America® in Government Relations Practice – 2013, 2014, 2015, 2016, 2017, 2018 and 2019

Resumes

JEREMY A. AGUERO

Overview

Applied Analysis Principal Jeremy Aguero formed the company in 1997. His areas of expertise include economic analysis, operational model development and fiscal impact analysis. Aguero graduated with honors from the University of Nevada, Las Vegas. During his last year of undergraduate course work, he served as an intern/analyst with Coopers & Lybrand, LLC's (now PriceWaterhouseCoopers) Financial Advisory Services Group. After spending 18 months with Coopers, Aguero left and formed Applied Analysis. Aguero also earned his Juris Doctorate from the William S. Boyd School of Law.

Experience

Principal **Dates: 1997 - Present**
Applied Analysis

- In 1998, Bob represented the developer of Iron Mountain Ranch master-planned community to obtain various entitlements. He negotiated and drafted the development agreement, development standards and design guidelines. At the time of its approval, it was the second largest master-planned community in the City of Las Vegas. Since the passage of SB208 in 1999, Bob has been retained by the development community to entitle properties for gaming to allow for the development of neighborhood hotel and casinos. He also drafted legislation that was adopted by the local governments to allow grocery stores via the internet to deliver alcohol beverages in conjunction with grocery deliveries.
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- In 2008, Mr. Gronauer represented various property owners in Clark County to annex over 10,000 acres of property into the City of North Las Vegas. This area, known as Apex, is the future development of industrial uses.

Jeremy is also active in the community. He has taught hotel law and data for policy analysis as distinguished professor of practice at UNLV and he currently serves on the advisory board of Nevada State Bank. In addition to serving on the R&R Foundation board, Aguero was previously the treasurer of Nevada Child Seekers and chairman of Opportunity Village's ARC Board. He has been honored as the Hispanic of Year by the Las Vegas Latin Chamber of Commerce and Alumnus of the Year by both the Boyd School of Law and University of Nevada, Las Vegas.

Education:

- Juris Doctorate, University of Nevada Las Vegas, William S. Boyd School of Law
- BS, Hotel Administration – University of Nevada Las Vegas

License | Registration:

- Executive Committee Second Vice President – Opportunity Village
- Board Member – R&R Foundation
- Executive Committee President – Nevada Child Seekers

Resumes

JERRY SLATER,PE

Overview

Jerry Slater is one of the founders of the Las Vegas-based firm Slater Hanifan Group (SHG), which joined the Westwood team in 2018. Jerry oversees the land development teams in Westwood's Las Vegas, NV and Phoenix, AZ locations. Through the acquisition, he became a Westwood shareholder. He has over 25 years of experience in civil engineering, including program-level scheduling, project management, land planning, mapping, hydrology, mass grading and drainage, roadways, site development, water and wastewater facilities, dry utilities, public presentations, agency coordination, permitting, and construction phase services. Jerry oversees the day-to-day business operations, strategic planning, and client management of SHG. He also supports and trains project management staff in their daily duties and career development..

Experience

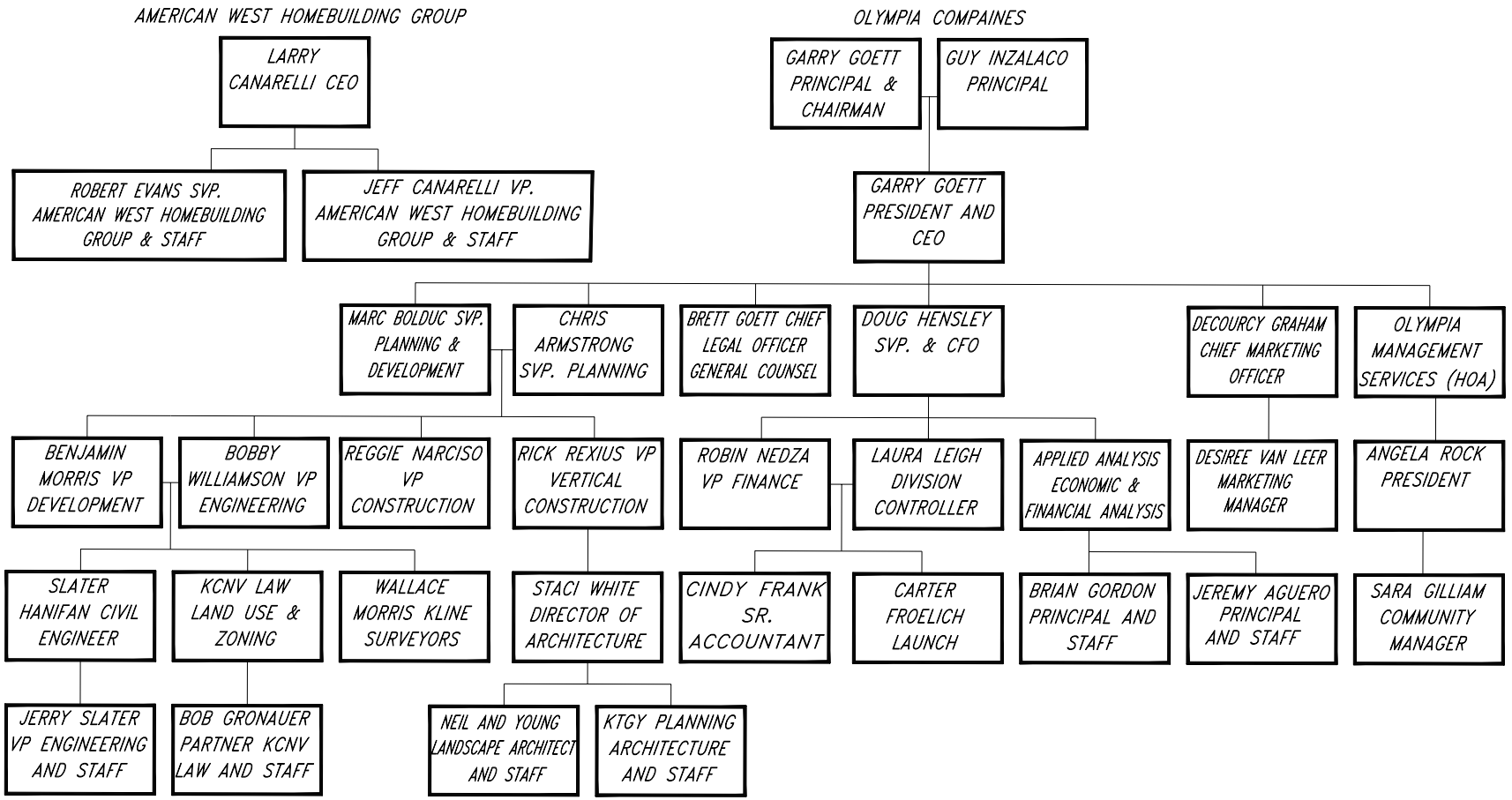
Vice President, West Region Leader - Land **Dates: 2003 - Present**
Slater Hanifan Group a Westwood Team

- **Program Manager - Skye Canyon Master Plan, Las Vegas, NV** - Jerry served as the client's Program Manager for this 1,600-acre, 9,000 residential unit master-planned community in northwest Las Vegas since 2009. Working with the current land owners, SHG is in the process of reworking the land use plan and all associated infrastructure with the project including updating the master hydrology, traffic, sewer, and water studies. He has been finding creative, win-win solutions to save initial and ultimate infrastructure costs as compared to the previous planning completed in 2006, especially in the areas of the roadway and flood control systems.
-
- **Program Manager - Park Highlands Master Plan, North Las Vegas, NV** - Jerry serves as Program Manager for the 2,750 acres, 13,500 residential unit master-planned community in North Las Vegas since 2010. Working with a number of land owners of the property, SHG is in the process of reworking the land use plan and all associated infrastructure with the project including updating the master hydrology, traffic, sewer, and water studies. A critical issue with Park Highlands is the costly storm drainage infrastructure system previously designed. He has been instrumental in value engineering the project and finding creative, cost effective ways to handle the drainage system.
-
- **Program Manager - Villages at Tule Springs Master Plan, North Las Vegas, NV -** Jerry serves as Program Manager for the 2,200 acres, 8,700 residential unit master-planned community in North Las Vegas since 2010. Working with the land owner of the property, SHG is in the process of reworking the land use plan and all associated infrastructure with the project including updating the master hydrology, traffic, sewer, and water studies. A change in upstream hydrologic soil characteristic and alluvial fans required significant changes to the previously approved Master Plan. Jerry has been instrumental in the re-design of all major infrastructure including creating a process for expanding the North Las Vegas Detention Basin and the addition of a lower outfall pipe.

Education:
- BS, Civil Engineering, Portland State University, OR

License | Registration:
- Professional Civil Engineer, Nevada #14167

Organizational Chart



FIVE

Availability and Capacity

Availability and Capacity

NAME	FUNCTION	Availability 0-30%	Availability 31-70%	Availability 71-100%
Garry Goett	Chairman & CEO - Master Developer		X	
Larry Canarelli	CEO - Master Developer Partner		X	
Bob Evans	Senior Vice President- Master Developer Partner		X	
Jeff Canarelli	Vice President- Master Developer Partner		X	
Guy Inzalaco	Executive VP & Principal - Master Developer		X	
Brett Goett	Chief Legal Officer - Master Developer		X	
Marc Bolduc	SVP Planning & Development - Master Developer		X	
Chris Armstrong	SVP Planning - Master Developer		X	
Doug Hensley	SVP & Chief Financial Officer - Master Developer		X	
Angela Rock	President/Legal Council- Master Developer			
DC Graham	Chief Marketing & Development Officer - Master Developer		X	
Robin Nedza	VP Finance - Master Developer		X	
Bobby Williamson	VP Engineering - Master Developer			X
Benjamin Morris	VP Development - Master Developer			X
Rick Rexius	VP Vertical Construction - Master Developer			X
Staci White	VP Architecture - Master Developer			X
Laura Leigh	Senior Controller - Master Developer		X	
Cindy Frank	Senior Accountant - Master Developer			X
Sara Gilliam	VP HOA Operations- Master Developer		X	
Desiree Van Leer	Marketing Manager- Master Developer			X
Jeremy Aguero and Staff	Financial/Economic Analysis - Consultant	As Needed	As Needed	As Needed
Brian Gordon and Staff	Financial/Economic Analysis - Consultant	As Needed	As Needed	As Needed
Jerry Slater and Staff	Civil Engineer - Consultant	As Needed	As Needed	As Needed
Geoff Graney and Staff	Land Planning/Design Guidelines - Consultant	As Needed	As Needed	As Needed
Carter Foelich and Staff	Financial Analysis - Consultant	As Needed	As Needed	As Needed
Jason Kline & Staff	Land Surveyor - Consltant	As Needed	As Needed	As Needed

Proposed Project Timeline

ID	Task Name	Start	Finish	Duration
0	**Upper Las Vegas Wash Master Planned Community**	**4/5/19**	**12/9/27**	**2265 days**
1	**Selected by CLV as Development Partner**	7/31/19	7/31/19	1 day
2	**Planning and Preliminary Engineering**	**8/1/19**	**11/6/19**	**70 days**
3	**Planning Charette with local Stakeholder and Identify Goals and Objectives for the Master Plan**	8/1/19	10/23/19	3 mons
4	**Meeting with US Airforce and CLV to Discuss Goals and Objectives for 400-500 Gated Community**	8/29/19	10/23/19	2 mons
5	**Review Plan Provided in the Vision Document**	**8/1/19**	**11/6/19**	**70 days**
16	**Prepare Development Plan**	**10/24/19**	**12/25/19**	**45 days**
23	**Present Development Plan to Stake Holders**	1/9/20	1/9/20	1 day
24	**Development Agreement**	**11/21/19**	**6/30/20**	**159 days**
38	**BLM Land Transfer**	**4/5/19**	**7/23/20**	**340 days**
42	***Purchase Land***	**7/24/20**	**7/24/20**	**1 day**
43				
44	**Development**	**7/1/20**	**9/16/27**	**1882 days**
45	Form Parent Home Owners Association	7/27/20	10/16/20	3 mons
46	Prepare Parent Tentative Map	7/1/20	7/28/20	1 mon
47	Planning Commision Approval	9/23/20	9/23/20	1 day
48	**City Counsol Approval**	10/22/20	10/22/20	1 day
49	**Phase 1**	**9/24/20**	**4/5/27**	**1703 days**
50	**Create Phase 1 SID**	1/14/21	9/22/21	9 mons
51	**Civil Improvement Plans for Phase 1 Major Infastructure**	**9/24/20**	**8/25/21**	**240 days**
52	Drainage Study	9/24/20	12/16/20	3 mons
53	Improvement Plans	12/17/20	8/25/21	9 mons
54	Prepare Parent Final Map	12/17/20	6/2/21	6 mons
55	**Phase 1 Major Infastructure Construction**	8/26/21	5/4/22	9 mons
56	**Parcel Sales**	**8/26/21**	**3/9/22**	**140 days**
66	**Builder Parcel Improvement Plans**	**2/11/22**	**1/12/23**	**240 days**
70	**Builder Parcel Construction**	1/13/23	9/21/23	9 mons
71	**Home Sales**	9/22/23	7/24/25	24 mons
72	**Phase 1 Commerial**	**9/22/23**	**4/5/27**	**922 days**
83	**Industrial**	**9/22/23**	**12/14/26**	**842 days**
93				
94	**Phase 2 (Same Process as Phase 1)**	**10/21/21**	**9/16/26**	**1280 days**
127				
128	**Phase 3 (Same Process as Phase 1)**	**11/17/22**	**9/16/27**	**1261 days**
162				
163	***Project Closeout***	9/17/27	12/9/27	3 mons
164	Note:			
165	Military Housing Parcel Will Be developed as a part a phase as negotiated with CLV and US Airforce like a typical Builder Parcel			
166	CLV May take ownership of the Industrial Parcel as a part of negotiations			
167	Industrial Parcel May be developed in a later phase as Market Conditional Allow			

Olympia Companies
11411 Southern Highlands Parkway
LAS VEGAS, NV 89141
T. 702.220.6565

UPPER LAS VEGAS WASH MASTER PLAN

PROPOSAL RSOQ # 190211-JH
VISION BOOK

Submitted at City Council
Date 8/7/19 Item 53
by: Olympia Companies

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THE AURORA HIGHLANDS


158
LEE CANYON


OLYMPIA MANAGEMENT SERVICES
JPG INSURANCE
OLYMPIA COMPANIES




CORONADO RANCH

OLYMPIA COMPANIES

Our Olympia Team is comprised of a group of land development experts- each with up to 30+ years of experience within the Las Vegas Market.

GARRY GOETT, Chairman & CEO of Olympia Companies, has an impressive long-term track record of developing master planned and mixed-use developments that fully integrate the needs and wants of a community with local economics and government entities.

LARRY CANARELLI, Chairman & CEO of American West Companies, has been recognized for his innovation in the industry, civic leadership, and philanthropy in the cities, counties, and states where he has built and developed homes and master planned communities.

GUY INZALACO, Executive Vice President & Partner of Olympia Companies, has focused on creating and nurturing strategic relationships with public and private entities while exploring land acquisition and development in Nevada and the Southwest.

Our talented in-house team, who possesses over a billion dollars of transaction and development experience, has worked together to achieve years of exemplary performance, and we are proud of our contributions to this flourishing community of Southern Nevada.


SKYE CANYON
SKYE CANYON
SKYE CANYON

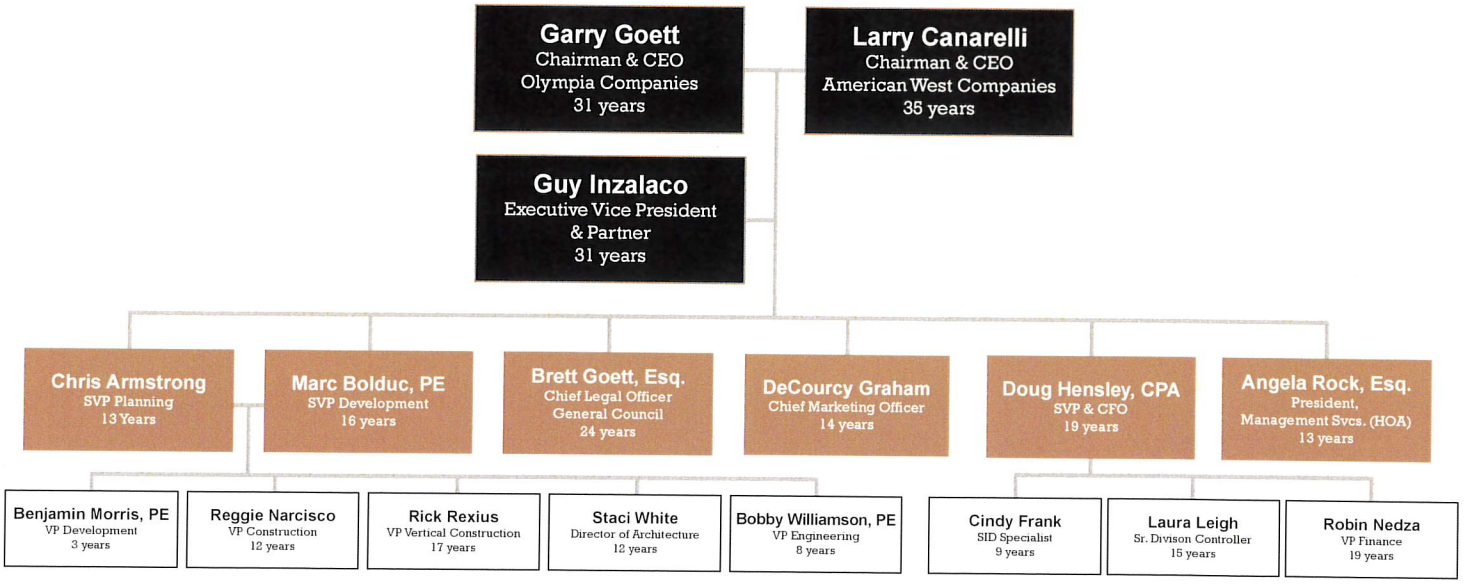








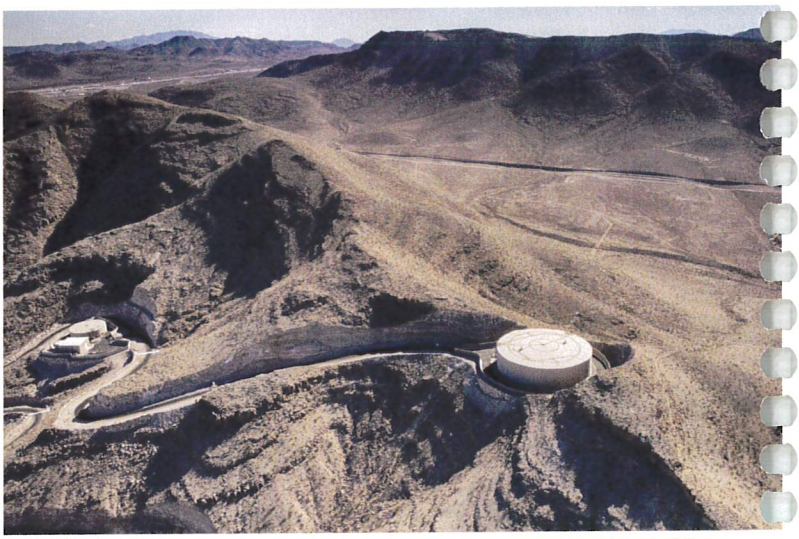
A PROVEN TEAM

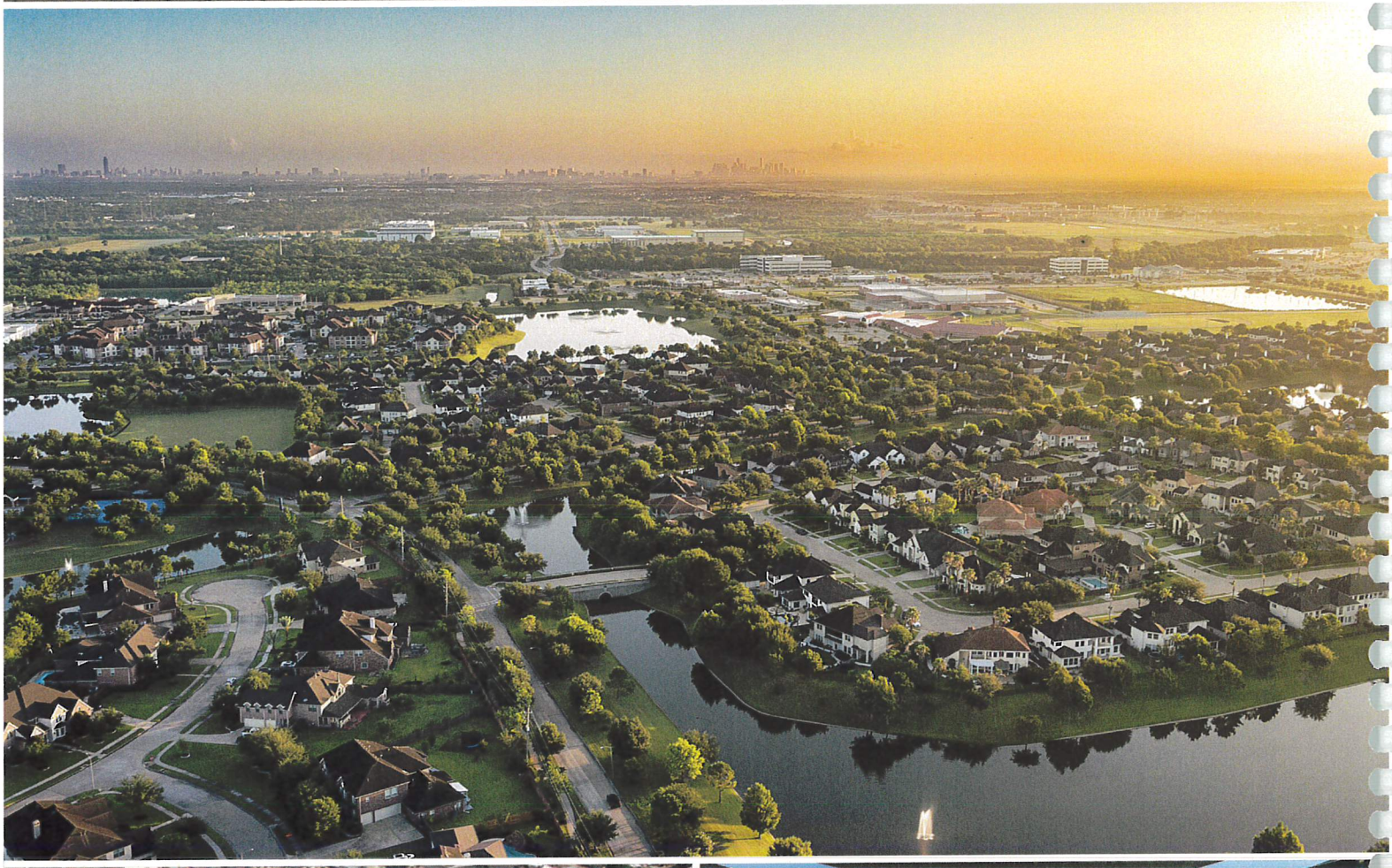


Headquartered in Las Vegas, Nevada, our Olympia Companies team is the largest private developer of master planned communities in Southern Nevada - having over 30 years of success. Each senior executive averages 15+ years experience within the organization. We have maintained our core executive team along with all internal systems, infrastructure, and capabilities, notwithstanding the market downturn resulting from the Great Recession.

Olympia's proposed development will respect the important geographic characteristics and capitalize on the natural assets that it offers the community.











LEGAL, FINANCIAL, PLANNING, AND DEVELOPMENT TEAM

Under the direction and leadership of Olympia Companies, the following partnerships provide a framework for success. These organizations' decades of experience and dedication to invest in the right people and our cohesive team of owners, professionals, and consultants sets us above our competitors.

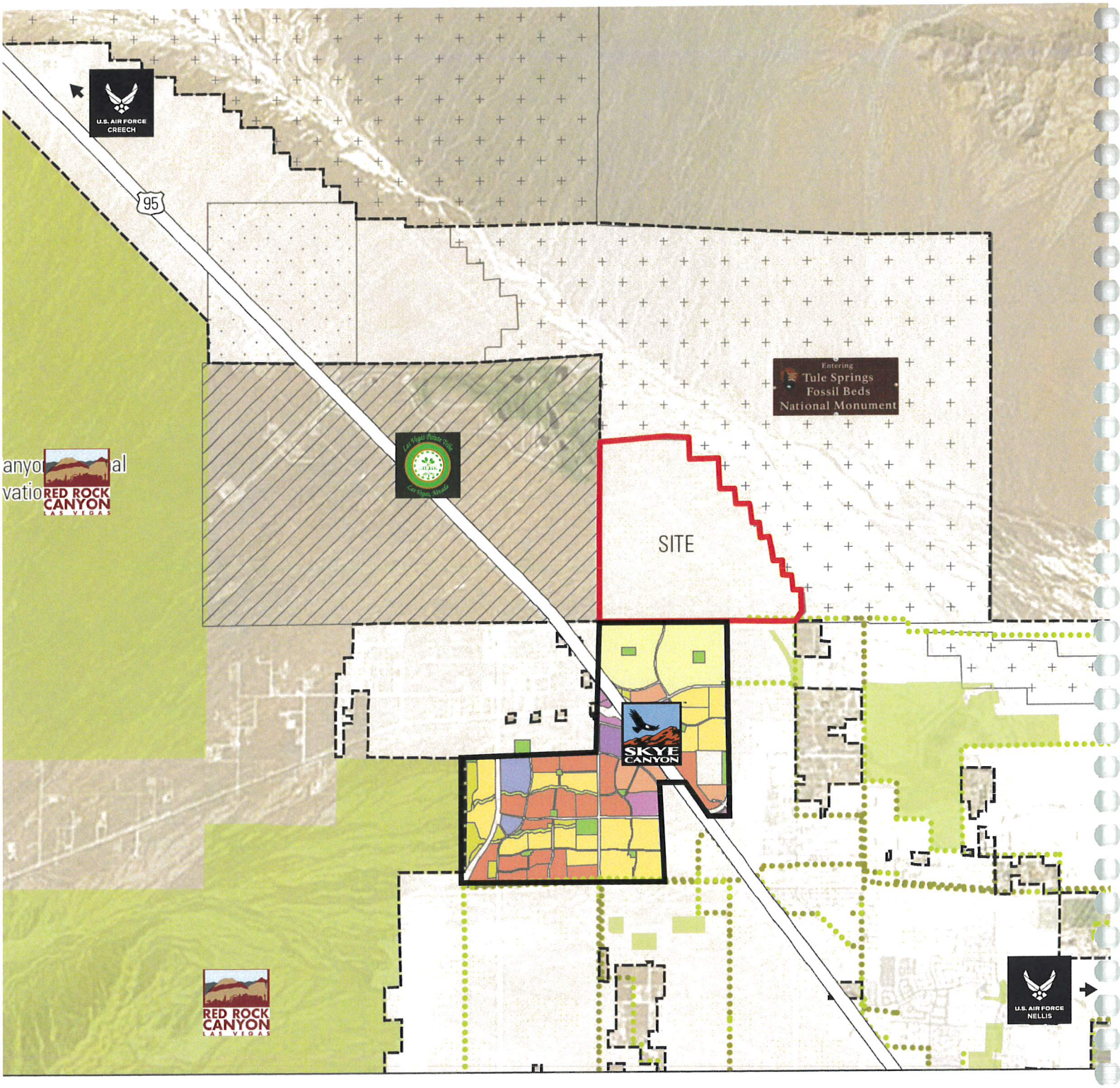
AMERICAN WEST COMPANIES is a nationally recognized and award-winning development and home-building team that has been rooted in Las Vegas for more than 35 years. They have built over 20,000 homes in the valley and over 40,000 homes in the nation.

SLATER HANIFAN GROUP is a full-service multi-disciplinary consulting, engineering, and planning firm. SHG has the qualified local personnel, relevant local experience and necessary local resources to provide cost-effective and innovative solutions to successfully deliver any roadway design project.

KTGY ARCHITECTURE + PLANNING is an international full-service architecture design and planning firm. Olympia will partner with KTGY to develop and manage standards, maintaining continuity and best practices.

APPLIED ANALYSIS, specialists in real estate research, will be a significant asset to support the economic and market-based research elements, and to successfully execute the development strategy contained in this project approach.

LAS VEGAS PAVING, RAFAEL CONSTRUCTION, and WESTERN STATES CONTRACTING are Olympia's preferred horizontal and vertical construction partners.



)

- boundary
- City of Las Vegas
- Springs Fossil Beds
- ional Monument
- Vegas Paiute
- perty
- Creation Zone

TRANSPORTATION/RECREATION

- Highways
- Trails (approved/under construction)
- Trails (existing)
- Tule Springs Fossil Beds National Monument
- Parks & Open Space

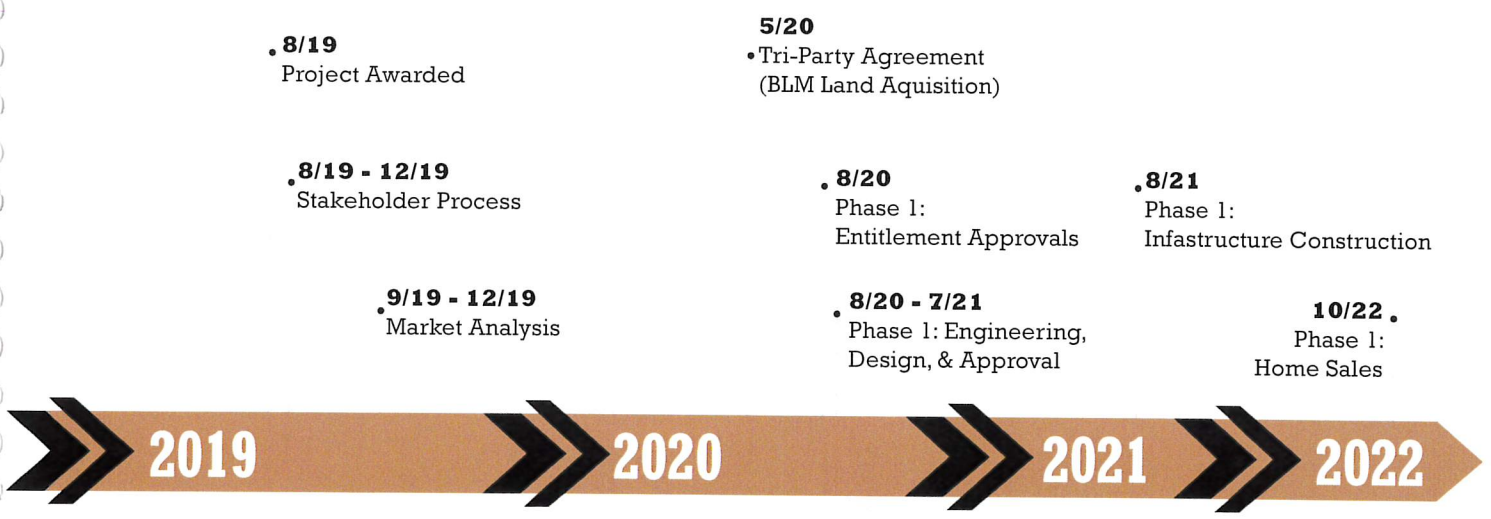
SKY CANYON LANDUSE

- Flood control public facility
- Arroyo
- Open space
- Park and Trail
- School
- Residential "Low"
- Residential "Medium-
- Residential "Medium
- Residential "Adult-A
- General Commercial
- Gaming

TIMELINE

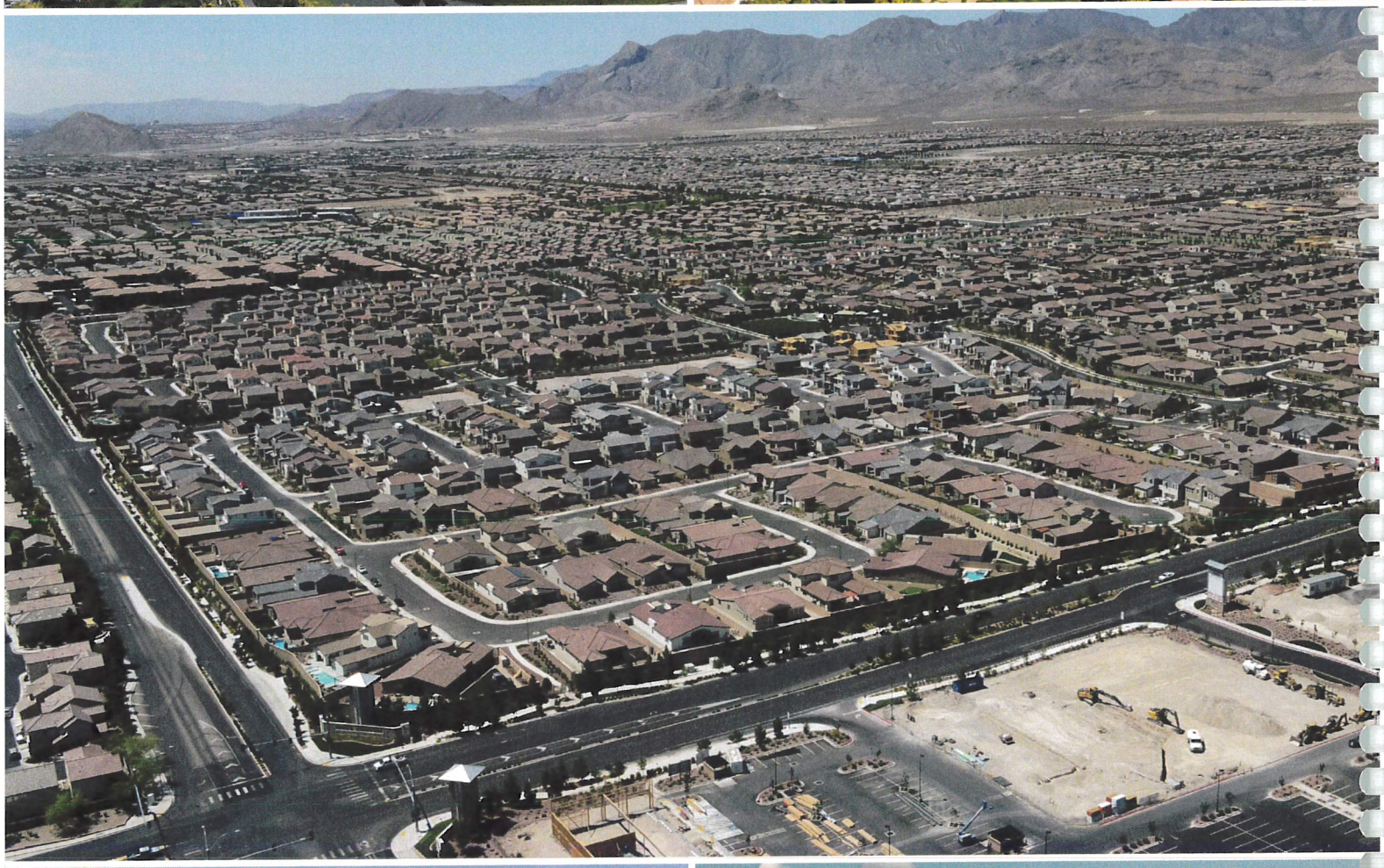
Olympia Companies will complete a comprehensive review and analysis of the land use plan for market feasibility and will assess the demand for the various proposed land uses. After land acquisition, Olympia will work with the market analysis team to develop a strategy to truly understand demand for housing products which will ensure appropriate product segmentation. Subsequently, Slater Hanifan Group, under the guidance of Olympia, will prepare the necessary preliminary engineering studies. The design guidelines and development standards tailored to the ULVWVP will be integral to the future community, while respecting the natural and physical environment and native landscape.

Cooperation amongst stakeholders including the City of Las Vegas and the Bureau of Land Management is fundamental to the success of achieving the project timeline.













MASTER PLANNED COMMUNITIES

SKYE CANYON MASTER PLANNED COMMUNITY, with over $150 million in on-going development costs, is a completely integrated master planned community originally planned for 9,000 homes and 1,700 acres, adjacent to the proposed Upper Las Vegas Wash Master Plan. Extensive research and analysis were completed to identify and establish the brand of Skye Canyon as the "Base Camp for the Great Outdoors."

SOUTHERN HIGHLANDS MASTER PLANNED COMMUNITY, with over $320 million dollars in infrastructure and development costs, encompasses approximately 2,750 acres and up to 10,400 homes. From the award-winning, nationally ranked golf course and clubhouse to the prestigious custom estate home communities, to the vast network of parks, trails, and a multi-use sports complex, to the thoughtfully planned retail and commercial spaces, to the public and private schools, this is a neighborhood that everyone can call home.

AURORA HIGHLANDS MASTER PLANNED COMMUNITY, located in Colorado, initially proposed as a 3,000-acre mixed-use master planned community, is anticipated to grow to 5,000 acres and house more than 60,000 residents. The community will feature residential housing options, 7 million square feet of commercial/industrial employment centers, corporate campus, medical campus, schools, parks, and open space. The intent for this pioneering community is a unique vision where urban and suburban become one.

SHADOW CREEK MASTER PLANNED COMMUNITY, located in Texas, with over $315 million in infrastructure improvements, it encompasses 3,500 acres and houses 12,000 residential units. This community features 700 acres of open space including 22 miles of beautiful trails and pedestrian greenbelts.











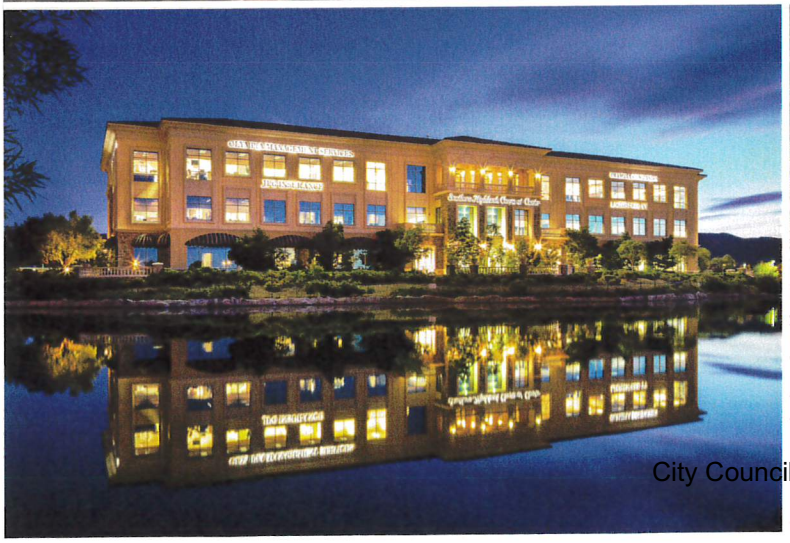
BUILDERS

Olympia has established relationships and completed land transactions with most of the single-family and multi-family builders in the Las Vegas Valley. These entities include 12 of the largest hombuilders in Southern Nevada. Homebuilders will be required to prepare and submit final architectural plans for each home design and individual plot plans to the Olympia team. Our review and approval of each step of the development process is a key quality control management system that ensures the integrity of the Master Plan. Design criteria developed in partnership with the City of Las Vegas and respecting the Upper Las Vegas Wash Vision Plan will be used as the guiding document for the builders.




Smith's
Marketplace







OFFICE & COMMERCIAL

COMMERCIAL CONSTRUCTION: Olympia has extensive experience in the management and construction of successful commercial centers. Not only has Olympia overseen the development of 4 thriving centers, it was integral in the construction of the Southern Highlands Fire Station along with multiple self-storage projects. It has owned and partnered on the highly recognized Southern Highlands Marketplace, Blue Diamond Ranch Center, Fire Station Plaza, Centennial Center, Eastern Beltway Plaza, and Skye Canyon Marketplace. Olympia has partnered in the development and leasing of close to 2.5 million square feet of commercial space over the last 20 years. Olympia is focused on providing Las Vegas residents with easy access to both community-based centers with a grocery anchor and big box retail centers with tenants like Sam's Club, Walmart, and Home Depot.

OFFICE SPACE: Olympia constructed the 72,000 square foot Southern Highlands Corporate Center in 2003. The three-story, Tuscan-inspired office building serves as the headquarters for Olympia Companies and has been a beautiful addition to the overall feel of Southern Highlands master planned community. Over the years, the office space has provided an additional amenity for residents looking for community centric banking, insurance, and personalized financial services.

Smith's FOOD & DRUG STORES

Walgreens

Albertsons

tropical SMOOTHIE CAFE eat better. feel better.

Cafe Rio MEXICAN GRILL

TERRIBLE HERBST

LifeStorage

NEVADA STATE BANK THE DOOR TO YOUR FUTURE


Casino
Fandango


GALAXY
METOPERA
IL BARBIERE
DI SIVIGLIA
NOV 22
TOYS-FOR-TOTS
DROP OFF DONATIONS
INSIDE
HOBBIT MARATHON
SNEAK PREVIEW
DEC 13TH
6


Hampton
Inn & Suites





HOSPITALITY DEVELOPMENT

CASINO FANDANGO, located in the heart of Carson City, has rapidly become the market leader in one of the fastest growing regions in the Silver State. Today, the 20 acre campus includes a casino, sports book, two award winning restaurants, a 10 screen Galaxy Theatre, a Courtyard by Marriott hotel, and a newly constructed convention center.

SPARKS MARINA serves as the host to Olympia's other Northern Nevada presence. In 2017, Olympia completed construction of the Hampton Inn & Suites and the Residence Inn at Legends Bay. These facilities were a treasured addition to the Outlets at Sparks, which serves as a destination shopping and entertainment development that incorporates over one million square feet of retail, hotel, casino, and entertainment space.






SOMERSET ACADEMY
8151 N. SHAUMBER RD.


Southern Highlands
PREPARATORY SCHOOL



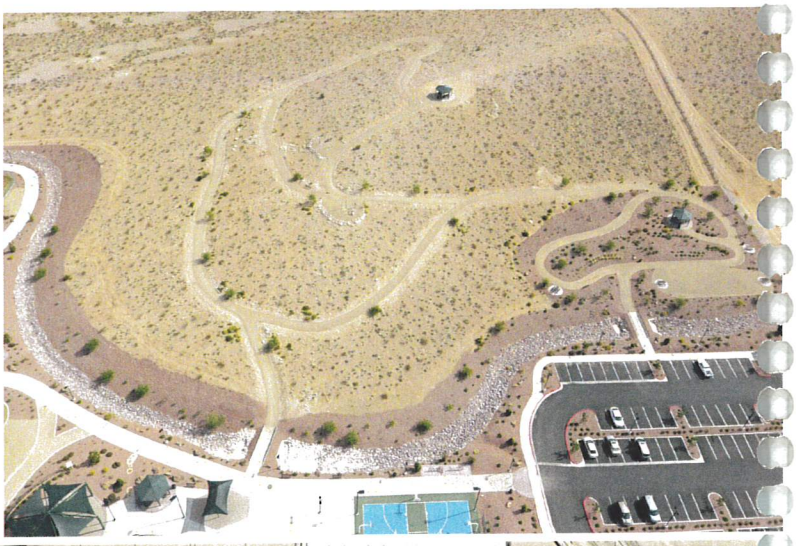
COMMUNITY AMENITIES

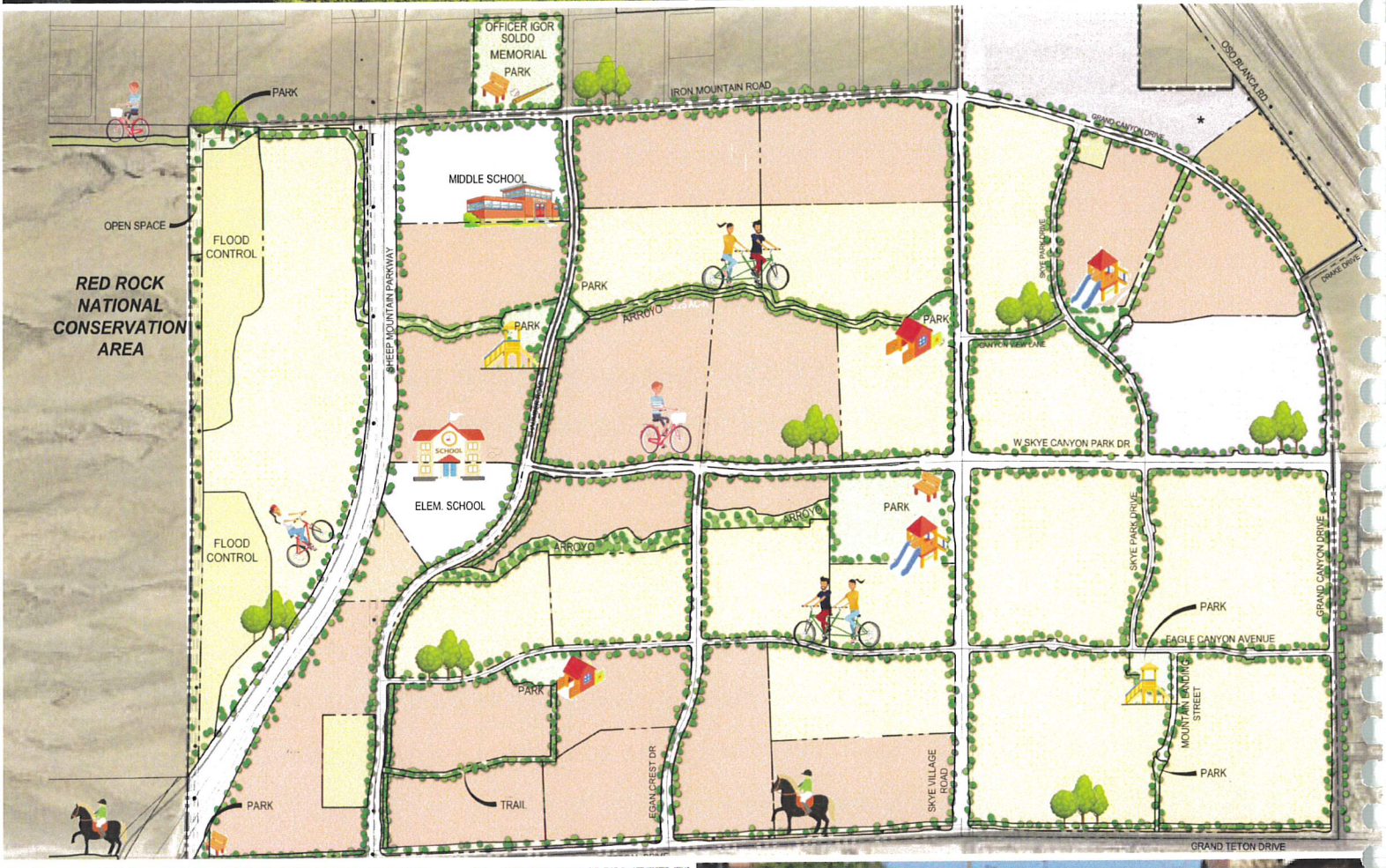
SCHOOLS AND EDUCATION are one of the building blocks for the development of a successful master planned community. Olympia Companies has donated land and partnered with Clark County School District to provide roads and utilities for future school sites. It has also assisted in the development of successful charter and private schools to serve the immediate needs of the growing communities.

OLYMPIA MANAGEMENT SERVICES (OMS) was created in 2006 to provide personalized community association management services to the Southern Highlands residents. With services that include community management, financial, event planning, and commercial management, OMS has achieved a solid reputation for excellence, personal service, and improving financial bottom lines. The success which began within Southern Highlands, and its gated sub-associations, led to requests that OMS expand its operations to Skye Canyon and other privately-owned properties. OMS has steadily grown since its 2006 inception, with an eye towards quality over quantity. Today, OMS services the accounts of nearly 15,000 residential units and more than 100 commercial tenants.

Olympia Management℠
SERVICES






OFFICER IGOR SOLDO MEMORIAL PARK
IRON MOUNTAIN ROAD
OSO BLANCA RD.
GRAND CANYON DRIVE
PARK
MIDDLE SCHOOL
OPEN SPACE
FLOOD CONTROL
RED ROCK NATIONAL CONSERVATION AREA
SHEEP MOUNTAIN PARKWAY
ARROYO
SKYE PARK DRIVE
DRAKE DRIVE
CANYON VIEW LANE
W SKYE CANYON PARK DR
SCHOOL
ELEM. SCHOOL
FLOOD CONTROL
EAGLE CANYON AVENUE
MOUNTAIN SPRING STREET
TRAIL
EGAN CREST DR
SKYE VILLAGE ROAD
GRAND TETON DRIVE





PARKS AND TRAILS

ACTIVE LIFESTYLES: In order to achieve true success in the development of a modern-day master planned community, residents must have easy access to useable recreational space such as parks and trails. The Olympia team believes in the importance of providing its communities with outdoor amenities that provide a healthy lifestyle such as hiking and biking trails. Additionally, Olympia works to provide state of the art family-friendly amenities such as covered play areas, gazebos, water features, walking paths tennis/basketball courts, and dog parks for the furriest members of the family.

SOUTHERN HIGHLANDS features eight beautifully useable parks including the 17-acre Olympia Sports Park, which features six basketball courts, three full size multi-purpose fields, a splash pad, and a hilltop walking trail with workout stations. In addition, Olympia planned and constructed a paseo walking trail and two dog parks within the community.

SKYE CANYON is a true testament to outdoor space and active lifestyles. With a community slogan of "Base Camp for the Great Outdoors," Skye Canyon offers residents a central campus with a 15 acre park, 4 basketball courts, a splash pad, a junior Olympic size swimming pool, and open air fitness and yoga facility. Under the post-construction management of Olympia, Skye Canyon's motto is still active and applicable. Skye Canyon hosts an annual 5k road and 8k trail run and the Olympia led on-site team offers area hikes and other nature based events.

The Olympia team recognizes and embraces the trend towards active lifestyles, and it plans to continue its mission to provide access to such a lifestyle in all of its future developments including the Upper Las Vegas Wash Master Planned Community.





2017 & 2018

BEST® of LAS VEGAS
GOLD WINNER 2018
Las Vegas Review-Journal
bestoflasvegas.com





AWARDS AND RECOGNITION

SOUTHERN HIGHLANDS

- Best of Las Vegas, #1 Master Planned Community, 2017
- Best of Las Vegas, #1 Master Planned Community, 2018
- Golf Index, #1 Clubhouse in the nation, 2015
- Leisure Golf, Top 100 Golf Communities in the Nation

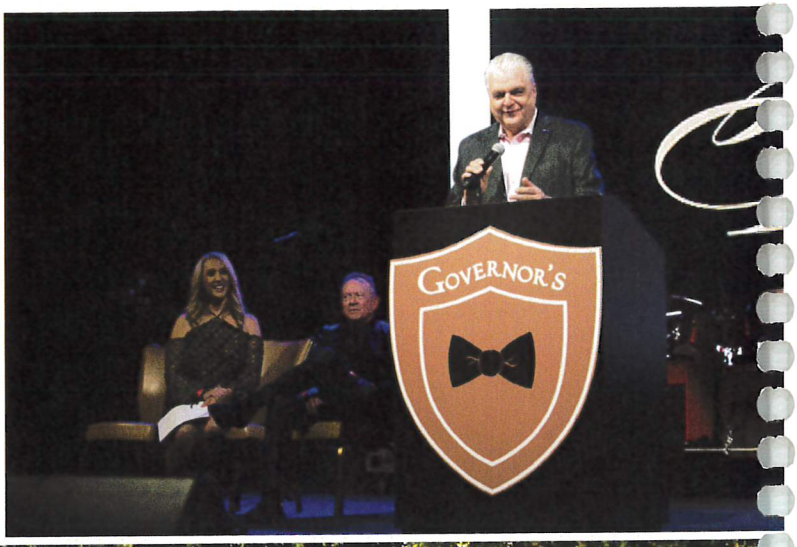
SKYE CANYON

- Silver Nugget Awards, Best Master Planned Community, 2018
- Silver Nugget Awards, Best Active Lifestyle, 2018
- RCLCLO Real Estate Advisors, Top 50 Selling Master Planned Communities, 2018
- RCLCLO Real Estate Advisors, Top 50 Selling Master Planned Communities, 2019
- National Association of Home Builders', Best Sales/Welcome Center, 2017
- Urban Land Institute, Placemaking Award for Excellence, 2018

AMERICAN WEST

- National Association of Home Builder's, Award for Construction Excellence
- Southern Nevada Homebuilders Association, Home Award
- Gold Nugget Awards
- Silver Nugget Awards


SOUTHERN HIGHLANDS
SH


GOVERNOR'S


Olympia Companies
One Hundred Sixty Thousand
160,000
Eighty Thousand
80,000
Seventy Five Thousand
75,000
One Hundred Ten Thousand
110,000
Two Hundred Thousand
200,0
One Hundred Forty Thousand
140,000
One Hundred Ten Thousand
110,000
Fifty Thousand
50,000
One Hundred Ten Thousand
110,000


JA SUSHI
SUSHI BURRITOS


Barbie

CHARITABLE FOUNDATION

GIVING BACK: The Olympia Companies SH Charitable Foundation is a non-profit division of Olympia Companies established in 2001 to support the surrounding community. Over the past 19 years, it has raised more than $20 million dollars to promote programs and special initiatives for local organizations. The mission of the Foundation is to improve the quality of life for women, children, and their families in Nevada. Although most recognized for its signature event, the Governor's Black Tie Invitational, the Foundation works throughout the year to raise funds for worthwhile causes.

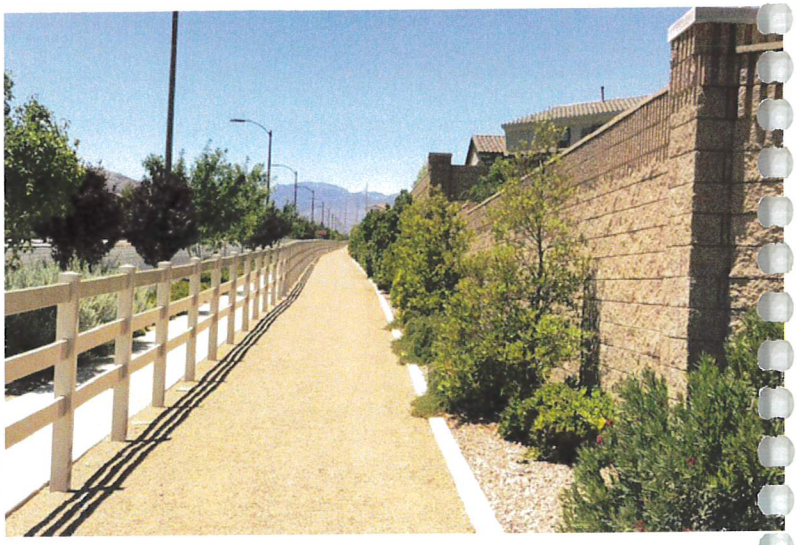
The Foundation works to provide:

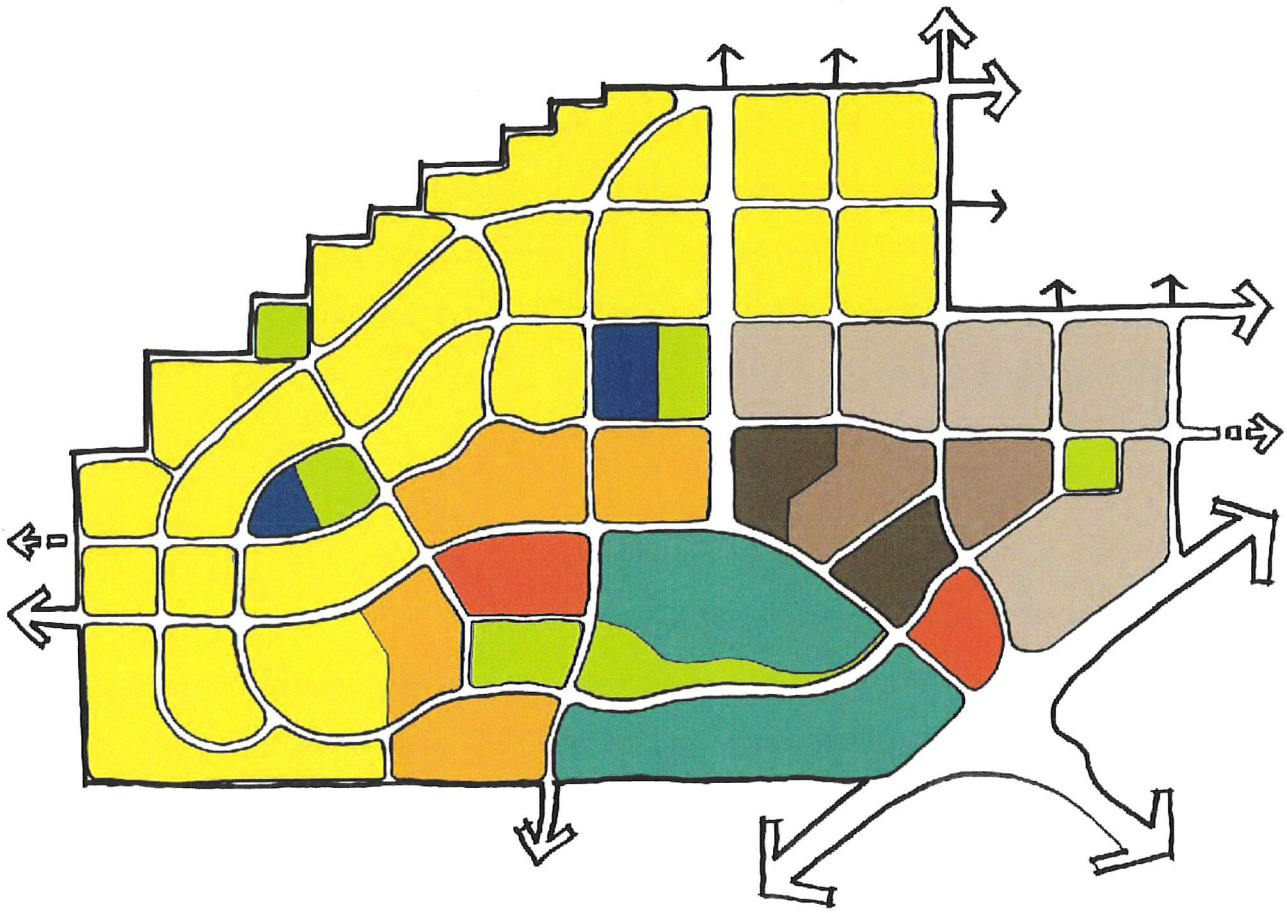
- Holiday toys, food, and monetary support to families at Creech and Nellis Air Force Base,
- Clothing and supplies to disadvantaged school children,
- Summer camps to children suffering from cancer and other life threatening illnesses,
- Monetary support for valuable programs aiding the intellectually disabled,
- Tutoring opportunities to children in need,
- Funds to support a first-class museum where all children can learn and play!

Olympia Companies℠

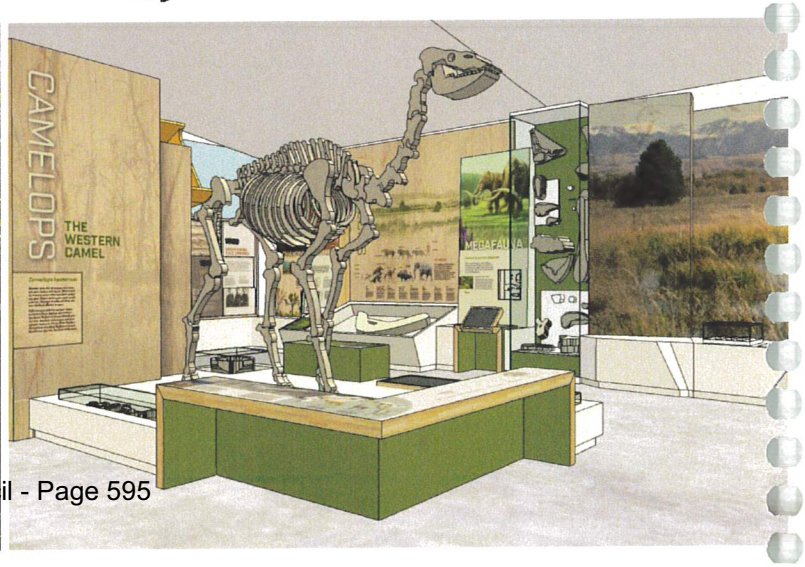
CHARITABLE FOUNDATION










CAMELOPS
THE WESTERN CAMEL

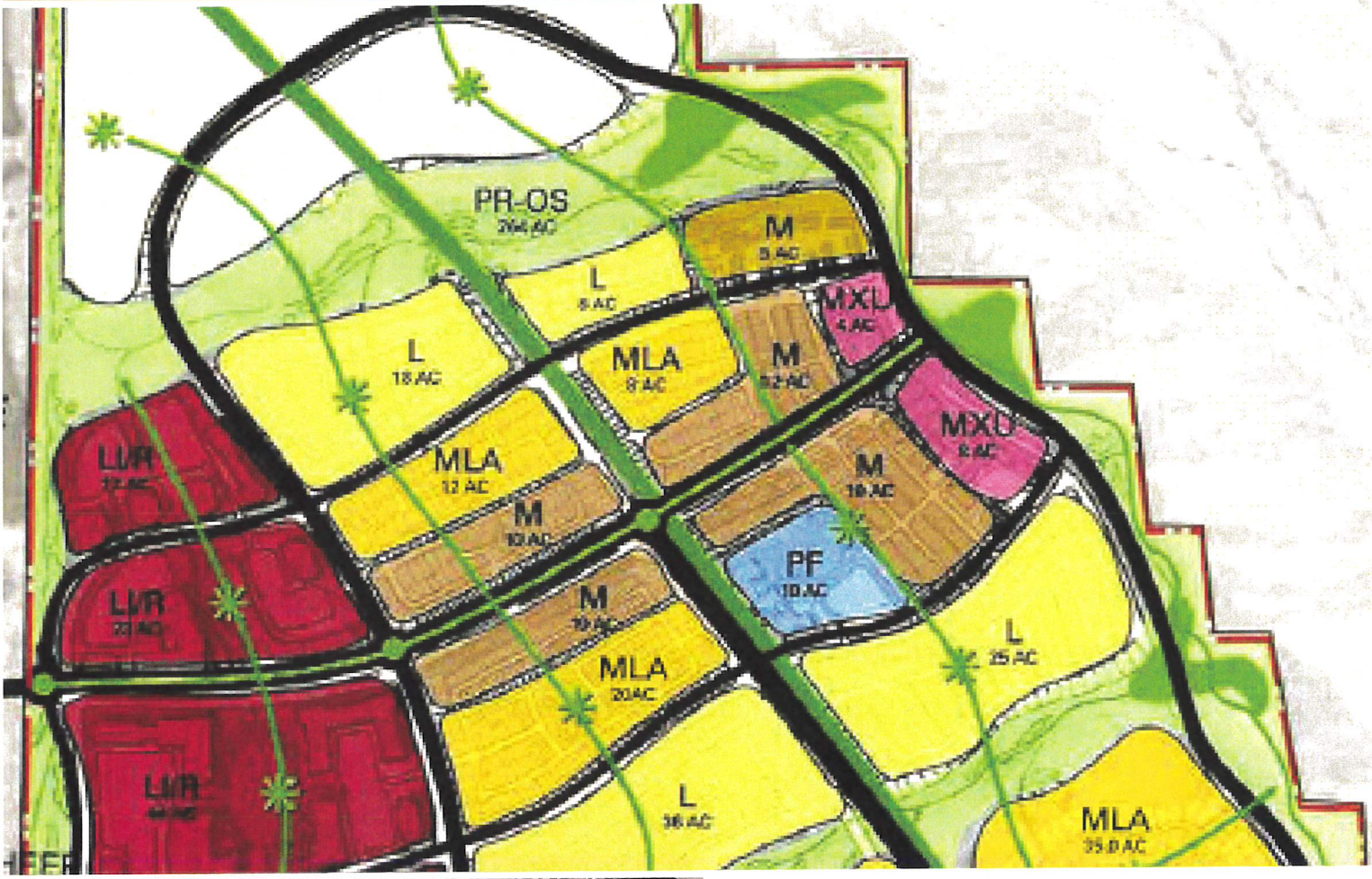
COMMUNITY AND LAND USE VISION

CONSERVENCY: Olympia's design professionals will work closely with the City of Las Vegas staff to establish design standards for the Project that promote the overall mission of "sustainability." These guidelines will serve as the tool to ensure the proper architectural aesthetic throughout the project, and they will provide meaningful directives for the construction of single and multi-family residences, office space, mixed-use retail, and other business park uses.

The inclusion of urban design principles that mirror the natural desert surroundings will support and reflect the vision of "sustainability." These principles will ensure that the project is sensitive to the Las Vegas Paiute Tribal Lands and the habitats of Tule Springs. In order to respect the desert climate, architectural design will be focused on energy efficiency, water use reduction, and nature conservancy. Even after each parcel is sold, Olympia will participate in the design and planning process to safeguard both the vision and the long-term success and sustainability of the Project.






PR-OS
264 AC
M
5 AC
L
8 AC
MXU
4 AC
L
18 AC
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12 AC
MXU
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LI/R
MLA
12 AC
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10 AC
M
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PF
10 AC
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25 AC
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20AC
LI/R
L
36 AC
MLA
35.0 AC





ECONOMIC VIABILITY

Olympia recognizes the need for a multi-modal and mixed-use village within the development defined by an open space. In order to reduce vehicular motor traffic, development will encourage biking and walking by ensuring sidewalks and bike lanes are convenient and efficient. The retail centers will be connected by a trail and pathway network and will be within walking distance from the homes.

Job creation and stability is essential to the sustainment of a thriving community. Mixed-use and residential development will encourage connectivity of employees to a variety of services. Both local and regional transportation options are integral to connect the community with outside potential employees.

Olympia will work closely with the City of Las Vegas to develop a strategy to promote and encourage the development of a business district through innovative incentive mechanisms. Olympia will rely on the analysis of the market evaluations, provided by Applied Analysis, to determine the most appropriate distribution and land use plan.




YE CANYON


LET'S
DO
THIS.


Tule Springs Fossil Beds National Monument
Super Quarry

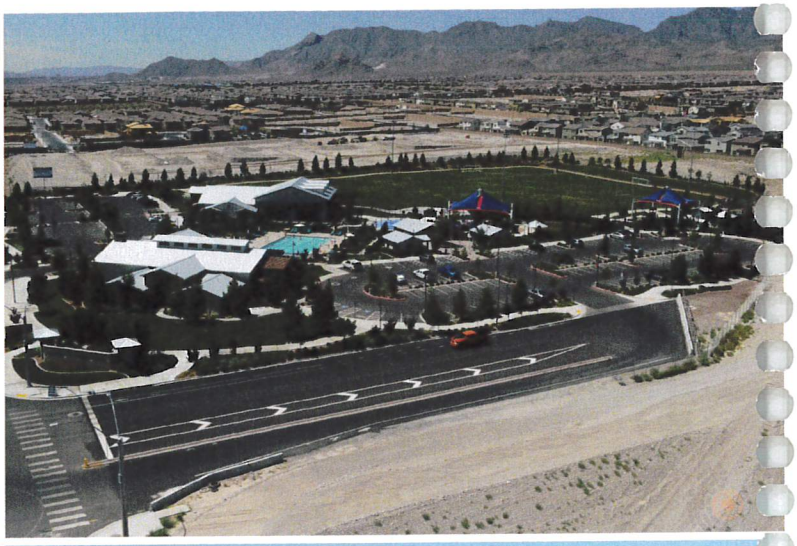


SUSTAINABILITY

LAND PROTECTION: The development team will begin all work with a guiding principal of "sustainability." It will respect the site's unique location and support the need for the National Park Services' land protection and restoration. Future collaboration with the National Parks Service will be an integral part of the process, and Olympia will serve to support the installation and long-term maintenance of trail connections and trailheads. The team will advocate and plan for open space, recreation, drainage, and buffering that minimizes the impacts to sensitive lands. Additionally, Olympia will work closely with Nevada Outdoors on initiatives to improve outdoor recreational opportunities.

As the Wash is home to many species of animals and plants, Olympia will take a leadership role in protecting the species as well as the archaeological history of Tule Springs Fossil Beds National Monument. Olympia has established a relationship with Dr. Joshua Bonde, founding member of the Tule Springs Advisory Board and expert scientist studying fossil resources in Tule Springs, to better understand the Tule Springs Fossil Beds. Olympia will integrate this valuable resource into the design guidelines and standards. Future plans will include a resident service program that models Skye Canyon's successful "Skye Serves," project. Skye Serves has empowered residents to support the surrounding lands and community through various charitable and service-oriented events that benefit the greater Las Vegas area.











PUBLIC AND PRIVATE PARTNERSHIPS

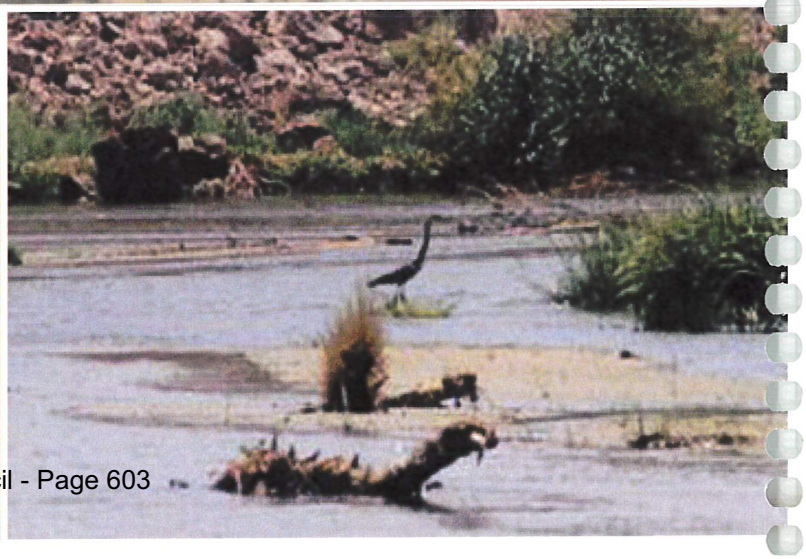
Over the past 30 years, Olympia has developed a well-recognized, expert reputation in the land development industry. Olympia understands that the respectful, on-going, working relationships with public and private partners leads to successful development projects that improve the sustainability and livability of Las Vegas as a whole. The professional, goal-oriented, expert companies listed below are part of Olympia's success. They will join the project to successfully develop the Upper Las Vegas Wash Master Planned Community while ensuring the City's vision of sustainability through construction and beyond.









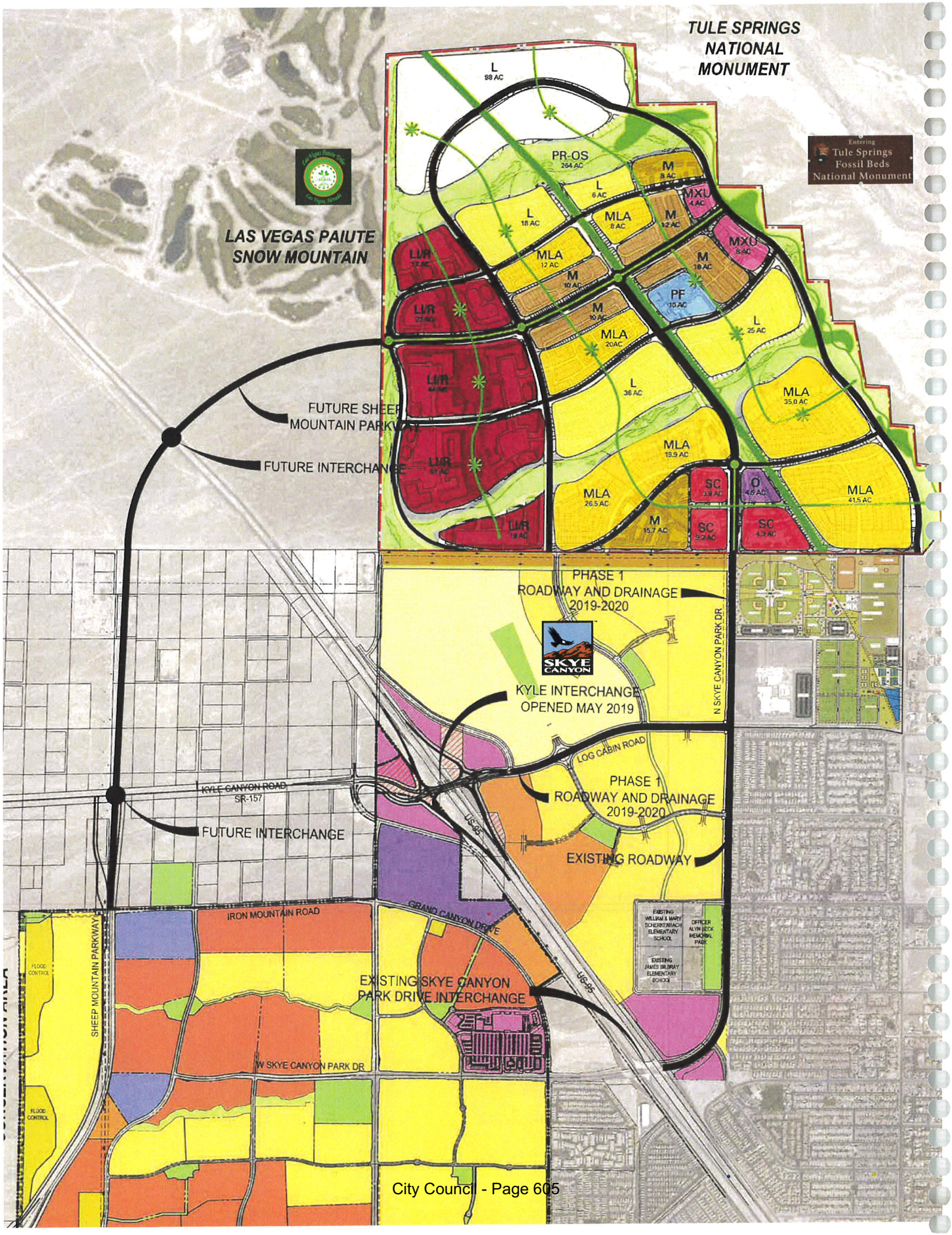


KEY STAKEHOLDERS

Stakeholder engagement is necessary to build a quality, sustainable community. The approach for engaging key stakeholders, government agencies, and community interests will be similar to the planning process as outlined in the Upper Las Vegas Wash Master Plan. These stakeholders include a diverse group of governmental, institutional, quasi-public, and community based stakeholders. Olympia will host a series of design and information gathering sessions with various stakeholders such as: the Las Vegas Paiute Tribe, National Park Service, and the United States Air Force to ensure compatibility and inclusion.

Olympia has met with:

- Mauricia Baca, of Get Outdoors Nevada, to gain a deeper understanding of the program's initiatives and to support the hosting of public informational sessions for interested area residents and their guests;
- Leaders of the Las Vegas Paiute Tribe to better understand each party's long-term vision and to provide support for the surrounding tribal land.
- Colonel Bissonnette and Colonel Tippett, with the United States Air Force, to discuss and understand AFB operations and to establish a plan for available military housing; and
- Parties of the Protectors of Tule Springs to tour the Upper Las Vegas Valley Wash Big Dig Area and understand its archeological importance.


TULE SPRINGS NATIONAL MONUMENT
Entering Tule Springs Fossil Beds National Monument
LAS VEGAS PAIUTE SNOW MOUNTAIN
L 98 AC
PR-OS 264 AC
M 8 AC
L 6 AC
MXU 4 AC
L 18 AC
MLA 8 AC
M 12 AC
MXU 8 AC
MLA 12 AC
M 18 AC
M 10 AC
PF 10 AC
M 10 AC
L 25 AC
MLA 20AC
L 36 AC
MLA 35.0 AC
MLA 19.9 AC
MLA 26.5 AC
SC 3.9 AC
O 4.6 AC
MLA 41.5 AC
M 15.7 AC
SC 9.2 AC
SC 4.3 AC
FUTURE SHEEP MOUNTAIN PARKWAY
FUTURE INTERCHANGE
PHASE 1 ROADWAY AND DRAINAGE 2019-2020
SKYE CANYON
KYLE INTERCHANGE OPENED MAY 2019
N SKYE CANYON PARK DR
LOG CABIN ROAD
PHASE 1 ROADWAY AND DRAINAGE 2019-2020
KYLE CANYON ROAD SR-157
FUTURE INTERCHANGE
US-95
EXISTING ROADWAY
IRON MOUNTAIN ROAD
GRAND CANYON DRIVE
EXISTING WILLIAM & MARY SCHERKENBACH ELEMENTARY SCHOOL
OFFICER ALYN BECK MEMORIAL PARK
EXISTING JAMES BILBRAY ELEMENTARY SCHOOL
EXISTING SKYE CANYON PARK DRIVE INTERCHANGE
SHEEP MOUNTAIN PARKWAY
FLOOD CONTROL
FLOOD CONTROL
W SKYE CANYON PARK DR
US-95

WHY CHOOSE OUR TEAM?

1. Vertically integrated development company with 30 consecutive years of success
2. Largest, private developer of master planned communities in Southern Nevada
3. Developed Skye Canyon master planned community, contiguous to the ULVWVP
4. Current working relationships with the stakeholders, including City of Las Vegas
5. Recent and relevant knowledge of infrastructure demands
6. Extensive experience in design, construction, and management of mixed-use developments
7. Adaptation to the vision of the area and recognition of the need for a multi-modal and mixed-use village within the development defined by an open space
8. Vibrant, versatile developers that develop brands appropriate for the existing market conditions

Olympia Companies℠

American West



PRESENTED BY:

Olympia Companies℠

American West

11411 SOUTHERN HIGHLANDS PARKWAY, SUITE 300 • LAS VEGAS, NV 89141 • (702) 220-6565 • OLYMPIACOMPANIES.COM

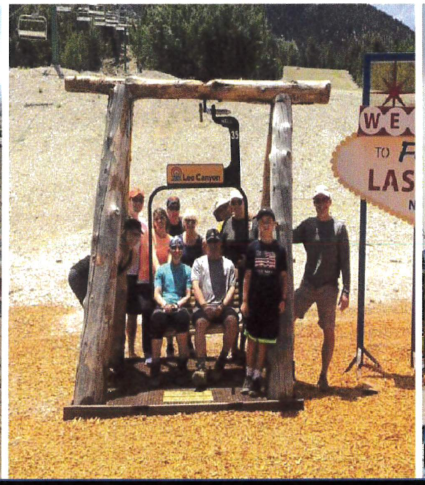


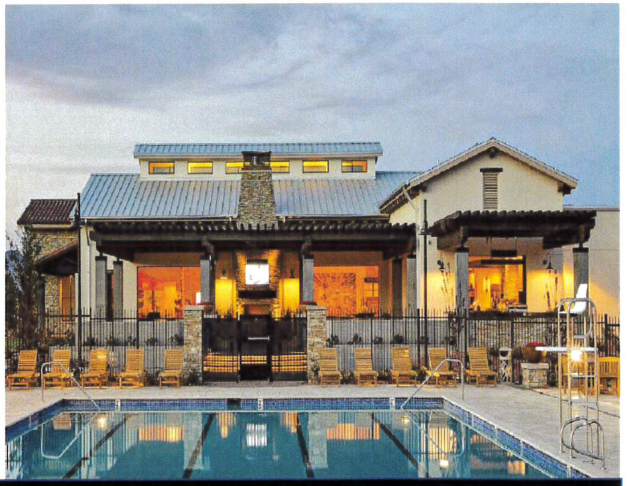












UPPER LAS VEGAS WASH MASTER PLAN

PROPOSAL RSOQ #190211-JH

Olympia Companies℠

Submitted at City Council
Date 8/7/19 Item 53
by: Olympia Companies



Skye Canyon Master Planned Community • Southern Highlands Master Planned Community • Aurora Highlands Master Planned Community

Southern Highlands Golf Club • Olympia Outdoor Media • Parks • Fire Station • Boys & Girls Club • Casino Fandango • Residence Inn

Courtyard Marriott • Hampton Inn & Suites • Galaxy Theaters • Shopping Centers • Self Storage

Olympia Companies℠



A PROVEN TEAM

Garry Goett
Chairman & CEO
Olympia Companies
31 years

Larry Canarelli
Chairman & CEO
American West Companies
35 years

Guy Inzalaco
Executive Vice President
& Partner
31 years

Chris Armstrong
SVP Planning
13 Years

Marc Bolduc, PE
SVP Development
16 years

Brett Goett, Esq.
Chief Legal Officer
General Council
24 years

DeCourcy Graham
Chief Marketing Officer
14 years

Doug Hensley, CPA
SVP & CFO
19 years

Angela Rock, Esq.
President,
Management Svcs. (HOA)
13 years

Benjamin Morris, PE
VP Development
3 years

Reggie Narcisco
VP Construction
12 years

Rick Rexius
VP Vertical Construction
17 years

Staci White
Director of Architecture
12 years

Bobby Williamson, PE
VP Engineering
8 years

Cindy Frank
SID Specialist
9 years

Laura Leigh
Sr. Divison Controller
15 years

Robin Nedza
VP Finance
19 years

OLYMPIA COMPANIES' TEAM

Legal & Financial Advisors

Kaempfer Crowell Law Offices

Applied Analysis

Jay Brown, Esq.





Planning & Development

American West Companies

Las Vegas Paving

Rafael Construction Inc

Slater Hanifan Group

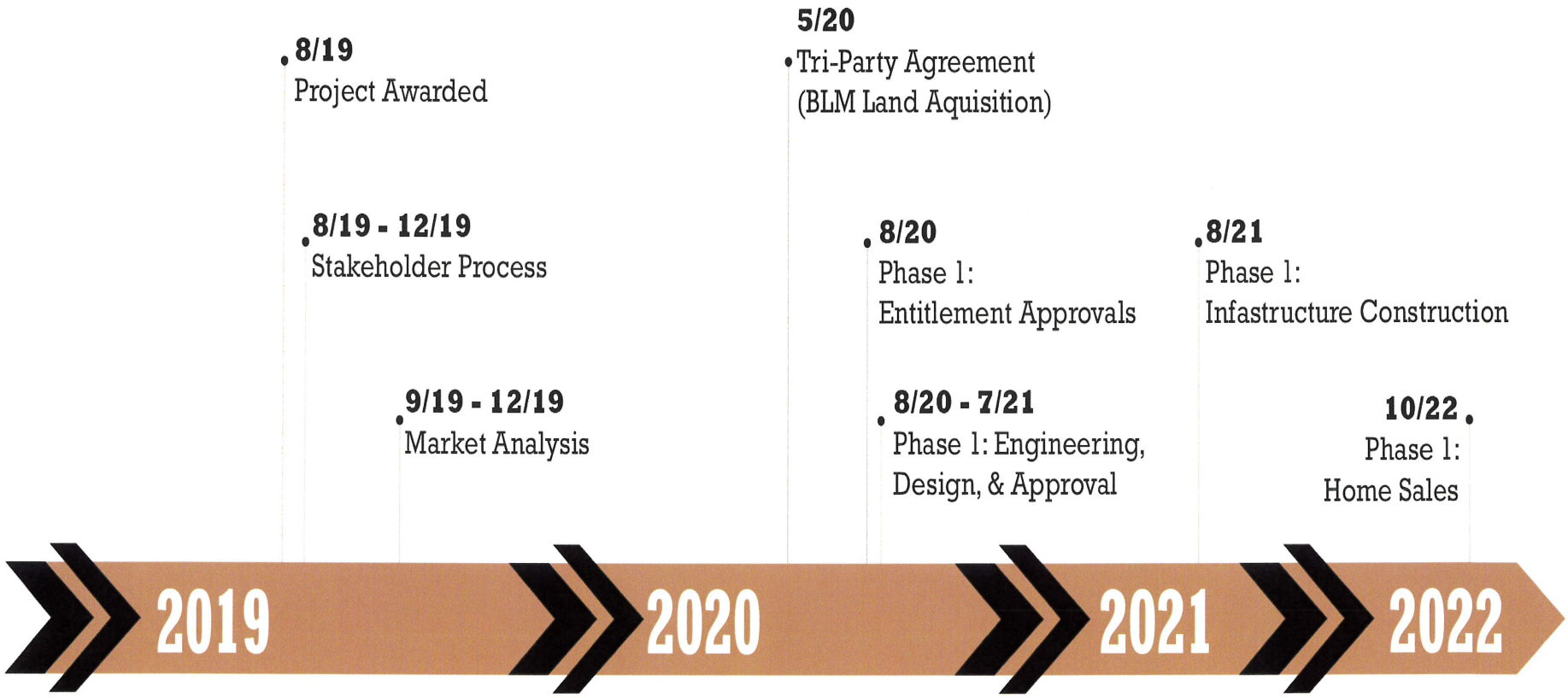
KTGY Architecture + Planning

Wallace Morris Kline Surveying

Western States Contracting

DEVELOPMENT TIMELINE

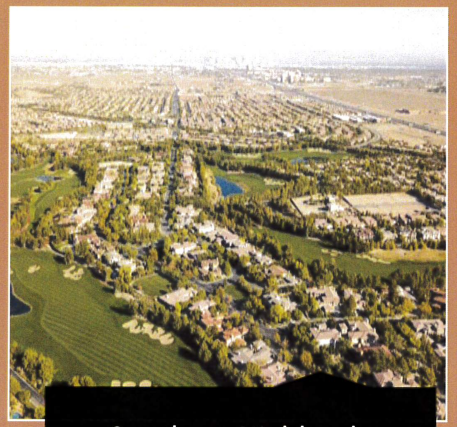
Cooperation amongst stakeholders including the City of Las Vegas and the Bureau of Land Management is fundamental to the success of achieving the project timeline.



MASTER PLANNED COMMUNITIES



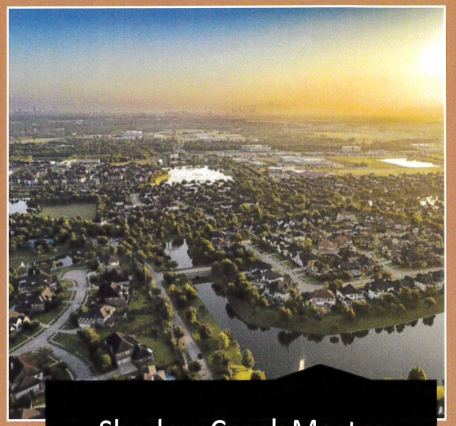
Skye Canyon
Master Planned Community



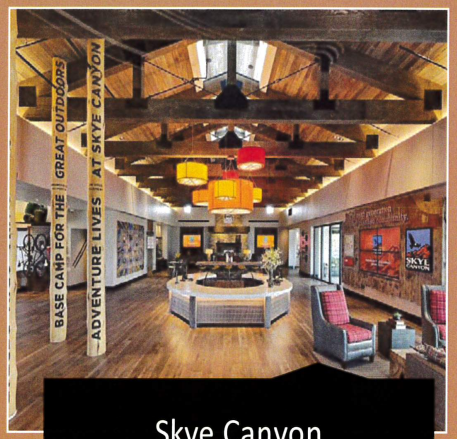
Southern Highlands
Master Planned Community



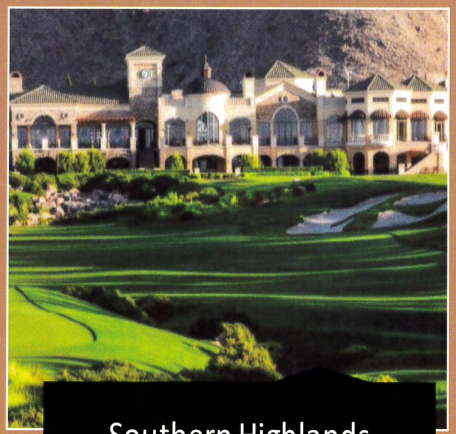
Aurora Highlands
Master Planned Community



Shadow Creek Master
Planned Community



Skye Canyon
Community Center



Southern Highlands
Golf Club



Aurora Highlands
Recreation Center



Shadow Creek Water Park


SKYE CANYON COMMUNITY CENTER



SKYE CANYON COMMUNITY CENTER

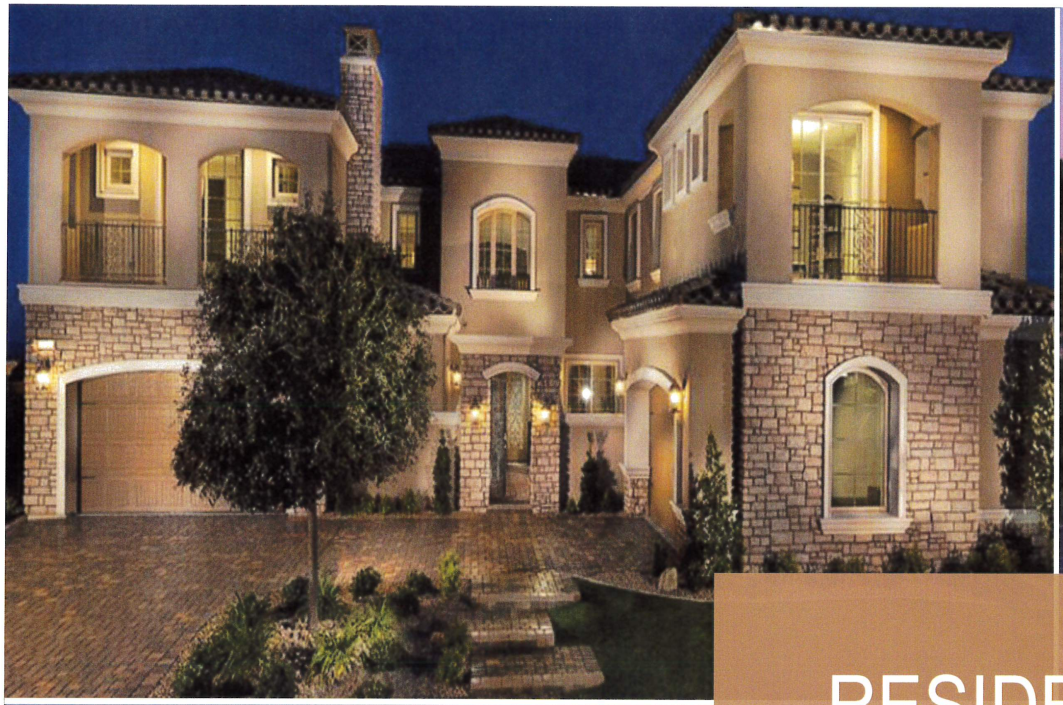

SOUTHERN HIGHLANDS MASTER PLANNED COMMUNITY


SOUTHERN HIGHLANDS GOLF CLUB


AURORA HIGHLANDS MASTER PLANNED COMMUNITY
11
planning and design is further developed


AURORA HIGHLANDS RECREATION CENTER


SHADOW CREEK MASTER PLANNED COMMUNITY





RESIDENTIAL





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American West
Quality, Choice & Value


Pulte
Homes


LENNAR


Woodside Homes
BETTER BY DESIGN


PardeeHomes


RICHMOND
AMERICAN HOMES


CENTURY
COMMUNITIES


BEAZER
HOMES


Toll Brothers
AMERICA'S LUXURY HOME BUILDER


blue heron
DESIGN · BUILD


William Lyon Homes
Experience the pride.

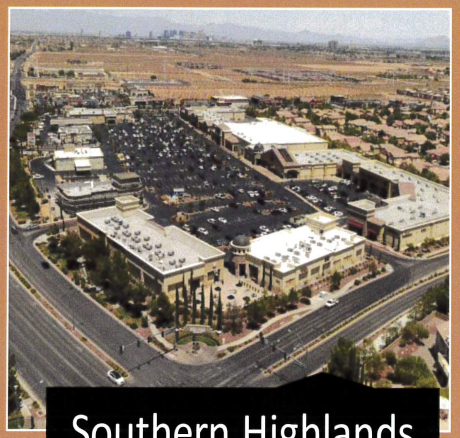

D·R·HORTON
America's Builder


KB
HOME


TOUCHSTONE
LIVING


PICERNE
Building on Tradition Since 1925

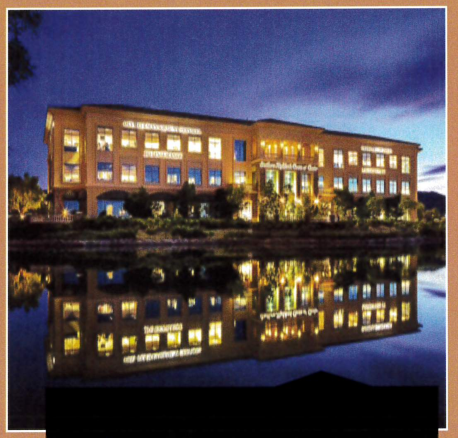
OFFICE & COMMERCIAL



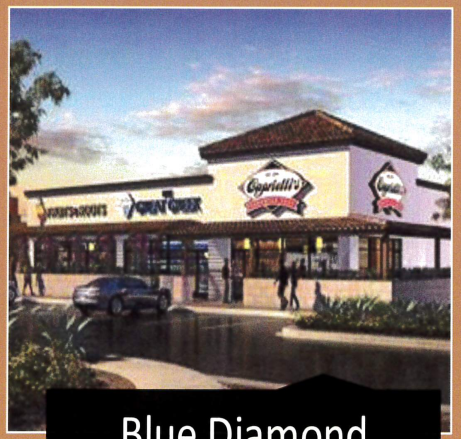
Southern Highlands Marketplace



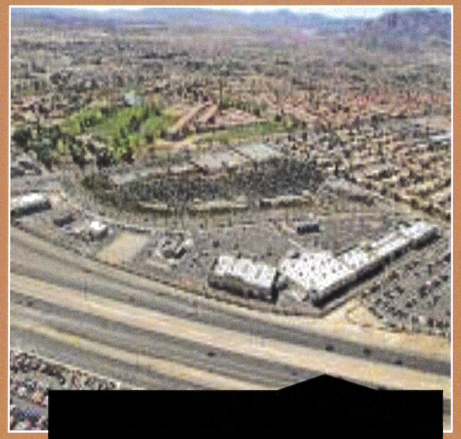
Skye Canyon Smith's Marketplace



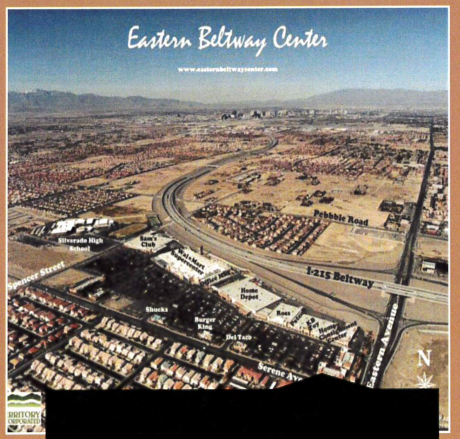
Corporate Center



Blue Diamond Center



Centennial Center



Eastern Beltway





SMITH'S MARKETPLACE





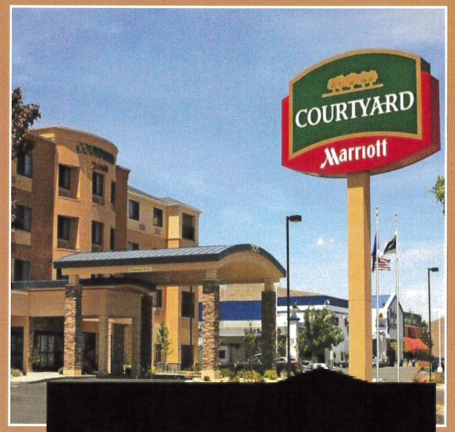


SOUTHERN HIGHLANDS CORPORATE CENTER

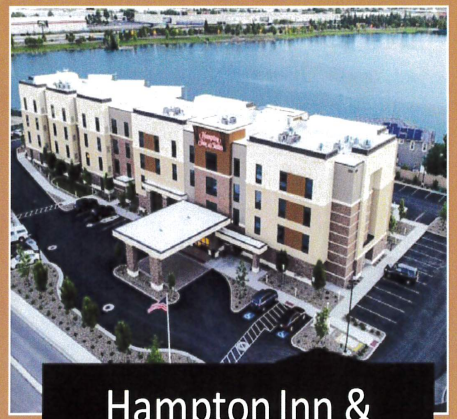
HOSPITALITY DEVELOPMENT



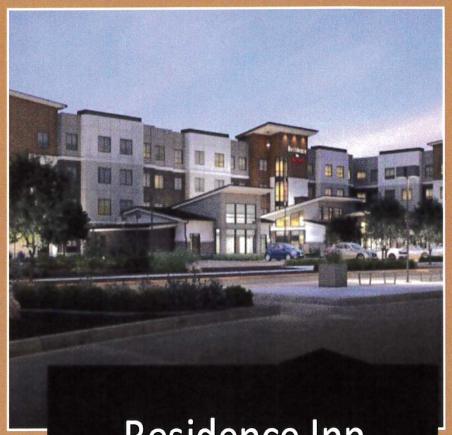
Casino Fandango



Courtyard Marriott



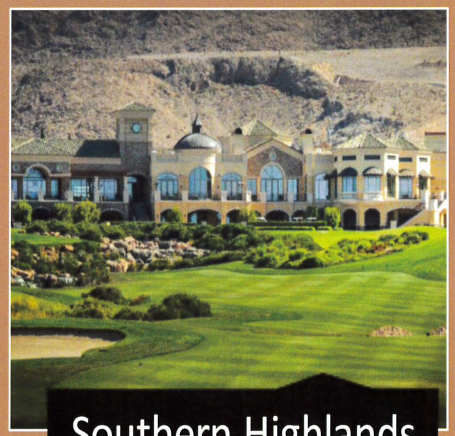
Hampton Inn & Suites



Residence Inn



Movie Theaters



Southern Highlands Golf Club



HAMPTON INN & SUITES *Sparks, NV*

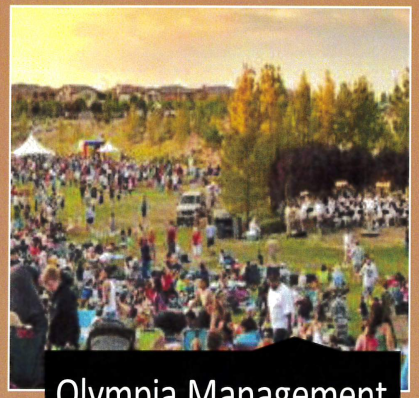

GALAXY
4000
METOPERA
IL BARBIERE
DI SIVIGLIA
NOV 22
TOYS-FOR-TOTS
DROP OFF DONATIONS
INSIDE
HOBBIT MARATHON
SNEAK PREVIEW
DEC 15TH
GALAXY THEATERS Carson City, NV



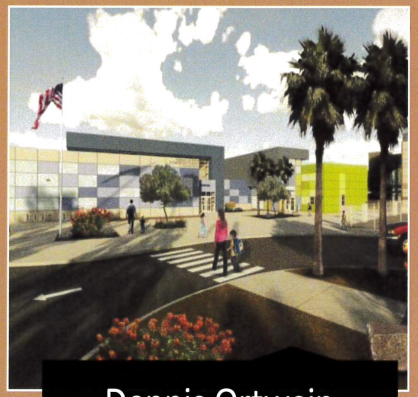
COURTYARD BY MARRIOTT *Carson City, NV*


SOUTHERN HIGHLANDS GOLF CLUB
23

COMMUNITY AMENITIES



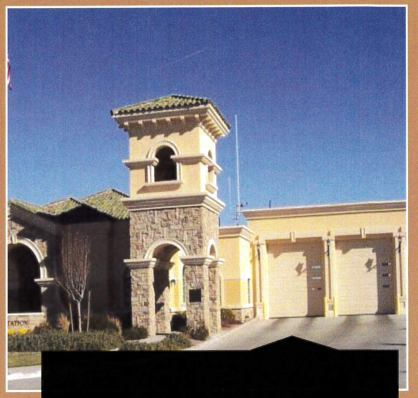
Olympia Management Services



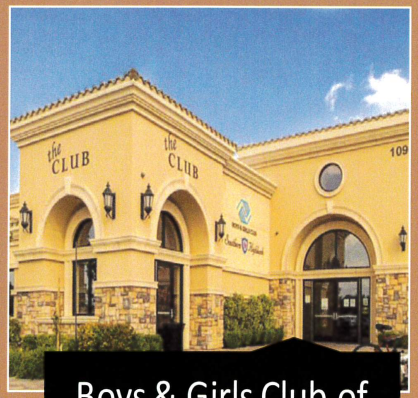
Dennis Ortwein Elementary School



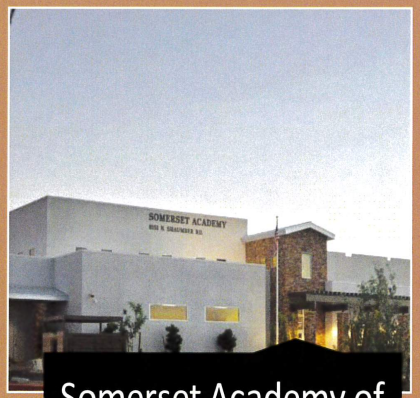
SH Preparatory School



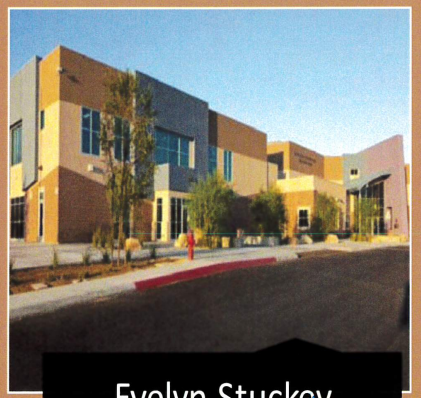
Fire Station



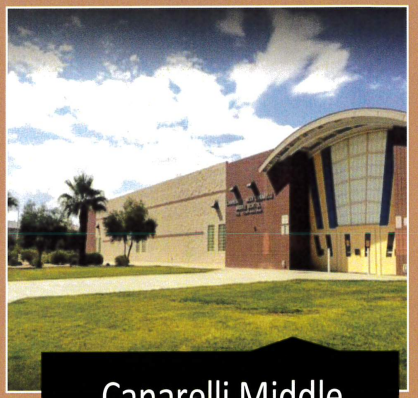
Boys & Girls Club of Southern Nevada



Somerset Academy of Las Vegas Skye Canyon

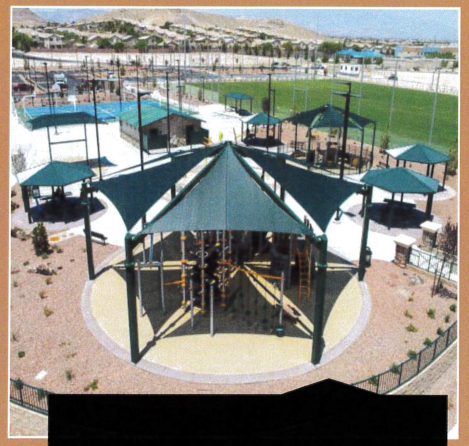


Evelyn Stuckey Elementary School

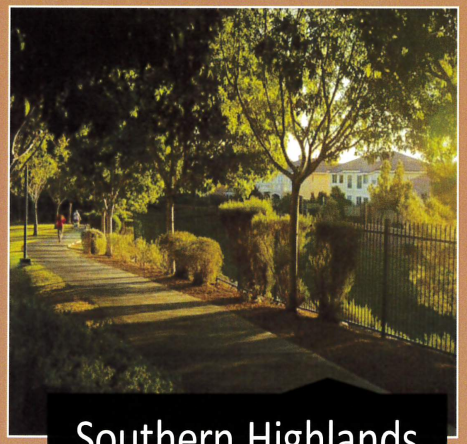


Canarelli Middle School

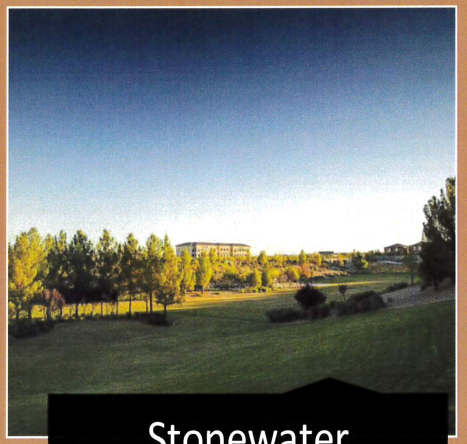
PARKS & TRAILS



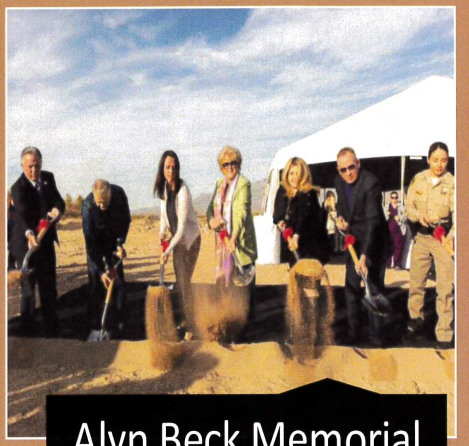
Olympia Sports Park



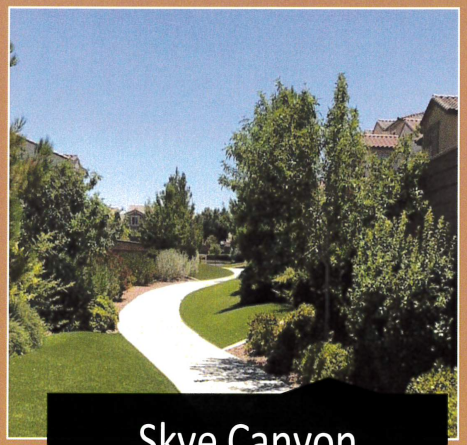
Southern Highlands Paseo



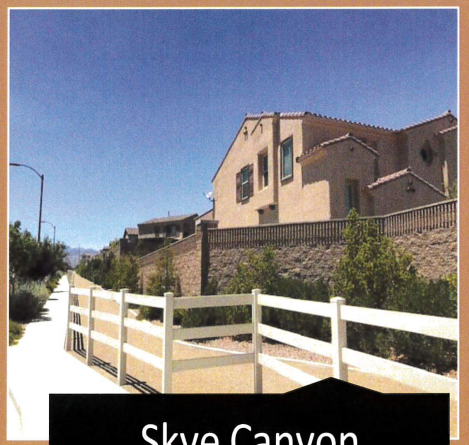
Stonewater Detention Basin Park



Alyn Beck Memorial Park



Skye Canyon Pedestrian Linkage



Skye Canyon Equestrian Trail


SOUTHERN HIGHLANDS
MEMORIAL DAY CELEBRATION



BOYS & GIRLS CLUB, SOUTHERN HIGHLANDS

AWARDS & RECOGNITIONS

Southern Highlands: Best of Las Vegas, #1 Master Planned Community, 2017 & 2018

Skye Canyon: Silver Nugget Awards 2018

- Best Master Planned Community
- Best Active Lifestyle

Southern Highlands Golf Club: #1 Clubhouse in the nation, Golf Index 2015

Skye Canyon: RCLCO Top 50 Selling Master Planned Communities 2018 & 2019

Skye Center: National Association of Home Builders' Best Sales/Welcome Center, 2017

American West: Award for Construction Excellence Best Homebuilder in the United States

Olympia Companies℠

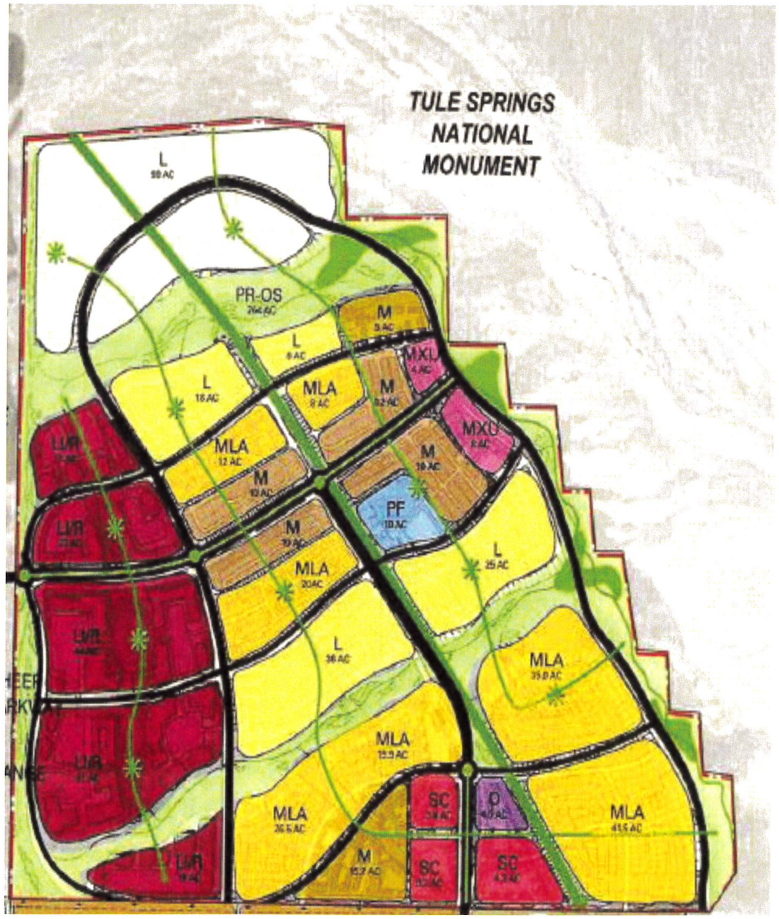
CHARITABLE FOUNDATION

Over $20 million raised



andson empowering through education · assistance league · BOYS & GIRLS CLUBS OF SOUTHERN NEVADA · CANDLELIGHTERS · CHILDREN'S HEART FOUNDATION · DISCOVERY Children's Museum · THE FOLDED FLAG FOUNDATION · Nevada Childhood Cancer Foundation · OPPORTUNITY VILLAGE PRIDE, PURPOSE AND A PAYCHECK

LAND USE VISION



DIAGRAMS

LAND USE

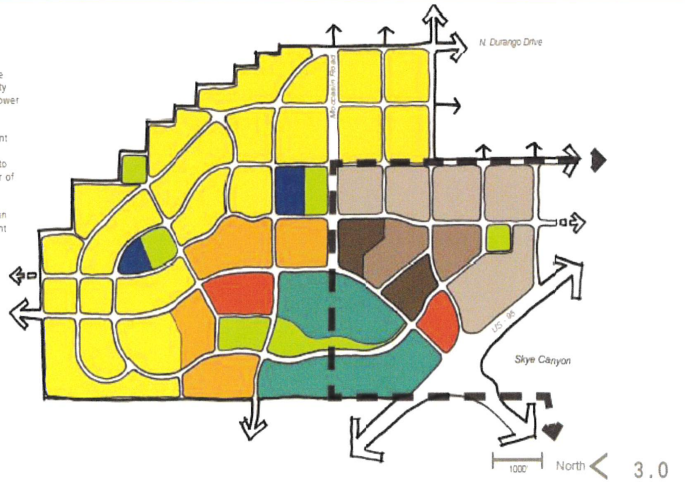
The site is organized with a campus gateway along US-95. Adjacent to the campus component is a higher density core that creates a transition to the lower density single family residential.

Age-restricted residential development and the Neighborhood Center occur within the Skye Canyon boundaries to facilitate a transition to the remainder of the City.

Schools are positioned centrally within neighborhoods to maximize catchment.

KEY

- Campus
- Schools
- Amenity / Retail
- Open Space
- 55+ High Density - 18 du
- 55+ Low Density - 12 du
- 55+ Low Density - 5-8 du
- Multi-Family - 18 du
- Single-Family - 5-8 du



BLM LANDS TULE SPRINGS MASTER PLAN

DIAGRAMS

ROAD HIERARCHY

Street designations are based on the Complete Streets Design Guidelines for Livable Communities.

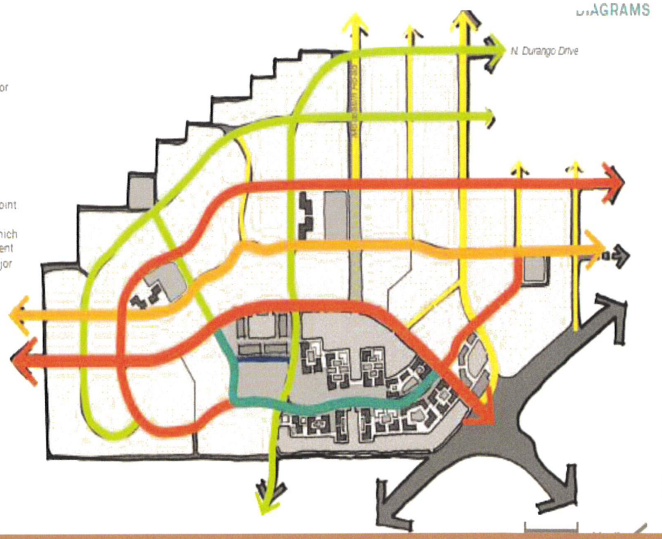
The boulevards provide the dominant commuter circulation through the site.

Main Street connects the dense neighborhood nucleus of campus and town center, with a community vista point.

The primary purpose of the avenue which bisects the site is to pull local movement to the schools and parks off of the major commuter boulevards.

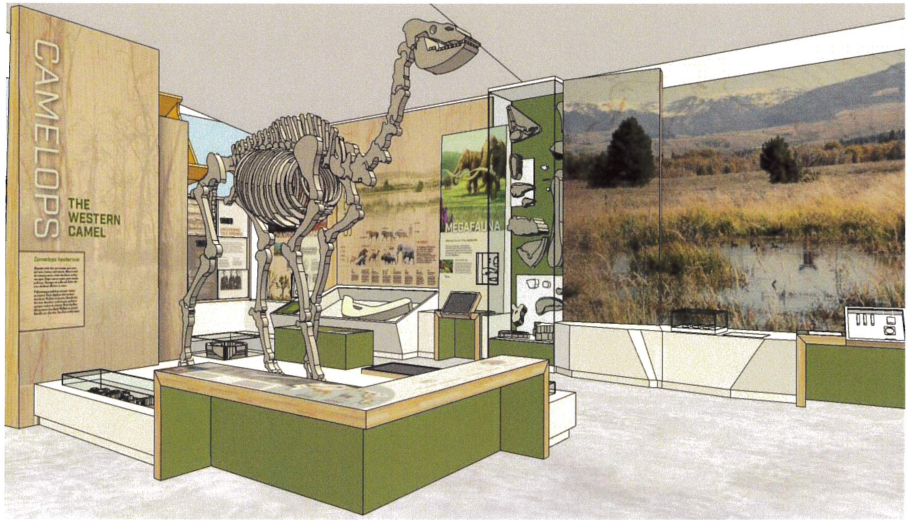
KEY

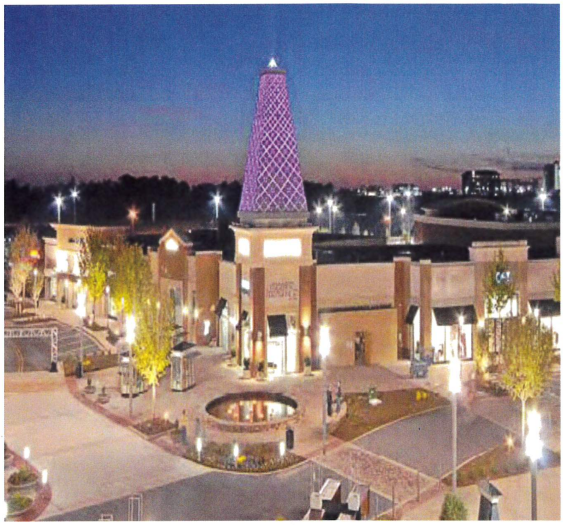
- Boulevard
- Avenue
- Drive
- Street
- Main Street
- Festival Street
- Bicycle-only Boulevard



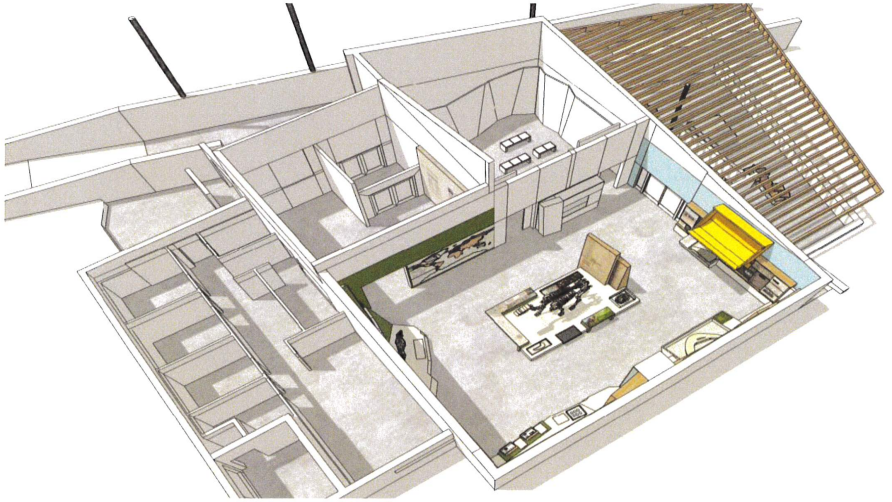
COMMUNITY VISION

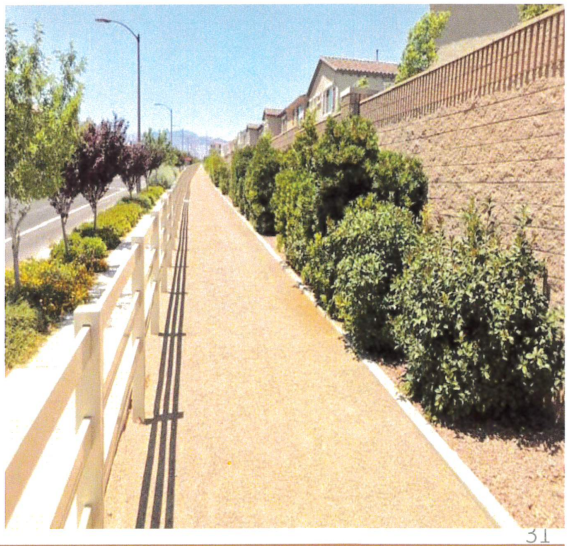












ECONOMIC VIABILITY

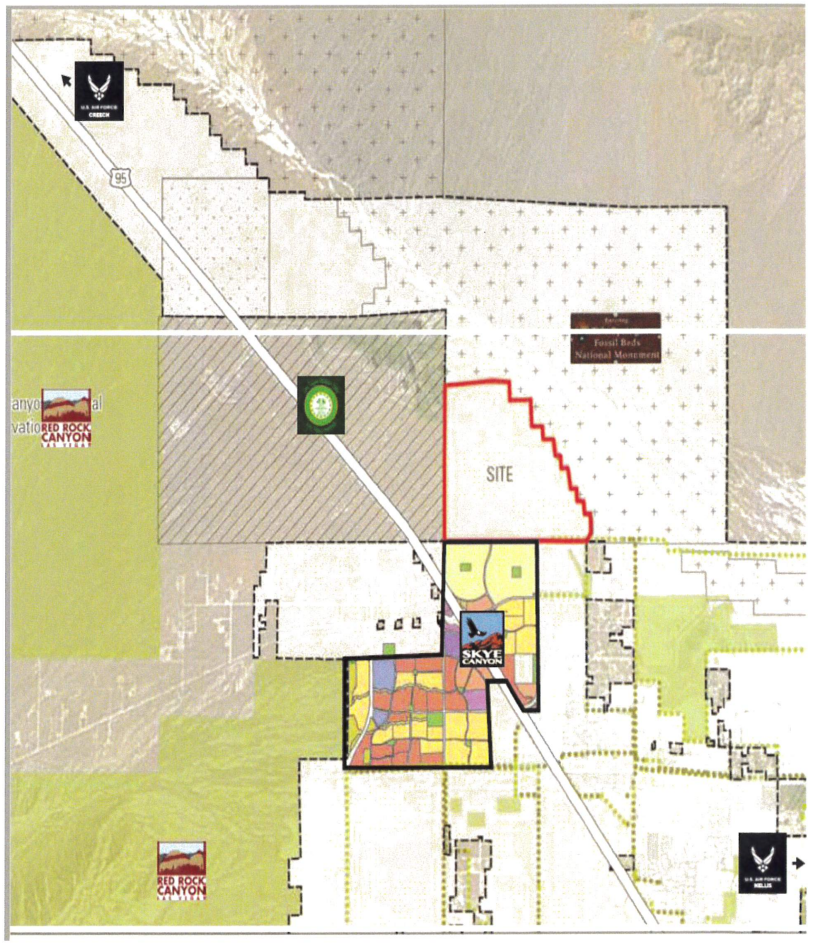
Walkability, Sidewalks, Streets, and Trails
Job Creation

Sense of community

- Walks and trails provide connections to retail centers with shops and entertainment
- Crosswalks at all sides of each intersection
- Centers walking distance from homes

Reduce vehicular motor traffic

- Streets to include safe, convenient, and efficient sidewalks and dedicated bike lanes
- Central village with job business district to reduce the need of driving
- Transportation options will connect regionally and locally



SUSTAINABILITY

Sensitivity to Habitats, Tule Springs, and the Upper Las Vegas Wash

SkyeServes

Identify trail connections to monument that can link trails with community

- Open space for trails and recreation to minimize impact to sensitive lands

Work with Nevada Outdoors on initiatives to improve recreational opportunities

- Network with stakeholders in the outdoor industry to promote an outdoor recreation economy

Protect and rehabilitate the species of animals and plants in the area

- Protect the archeological history at the Tule Springs Fossil Beds National Monument

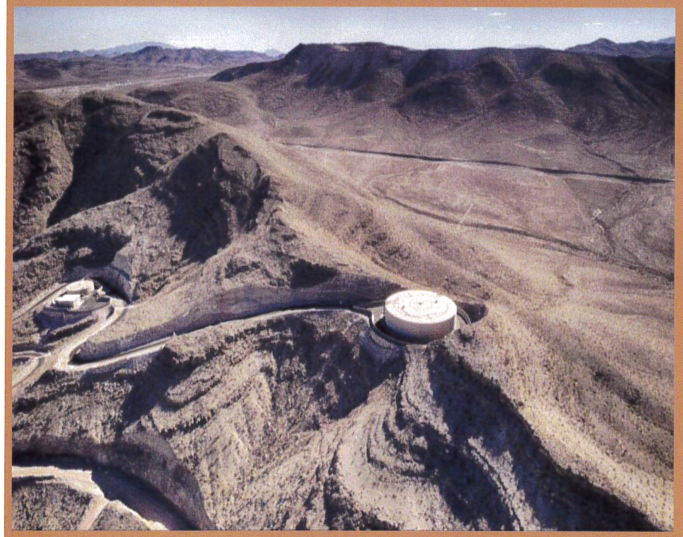
Public & Private Partnerships



City of Las Vegas, Clark County Regional Flood Control District



Clark County School District



Las Vegas Valley Water District, Southern Nevada Water Authority

DEVELOPMENT PARTNERS

SOUTHWEST GAS

NEVADA DOT

REGIONAL FLOOD CONTROL DISTRICT

CenturyLink

CITY OF LAS VEGAS NEVADA

COX

CCSD CLARK COUNTY SCHOOL DISTRICT

RTC

NVEnergy

LAS VEGAS VALLEY WATER DISTRICT

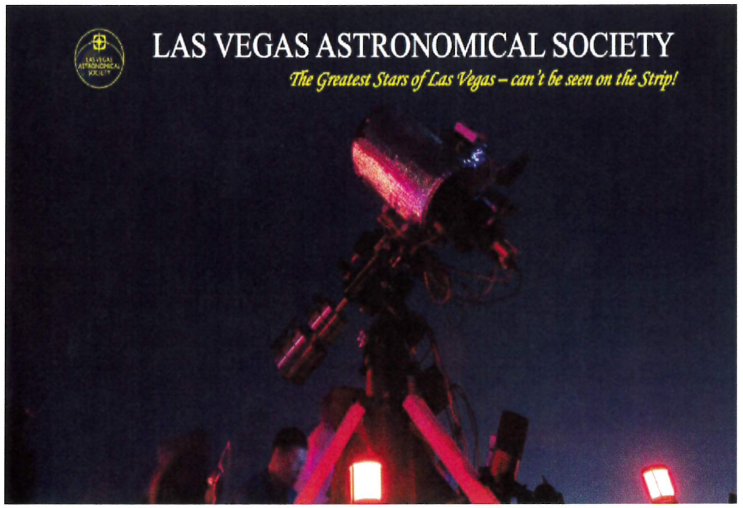
COMMUNITY PARTNERS

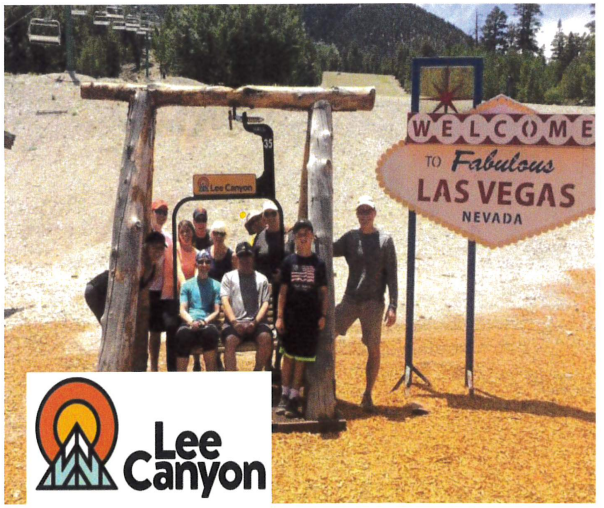












STAKEHOLDERS

Olympia Companies SM

CITY OF LAS VEGAS NEVADA

BUILT BY #1 American West
Quality, Choice & Value

NELLIS AIR FORCE BASE NV

U.S. AIR FORCE

NATIONAL SYSTEM OF PUBLIC LANDS
U.S. DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Protectors of TULE SPRINGS

NATIONAL PARK SERVICE

AIR COMBAT COMMAND



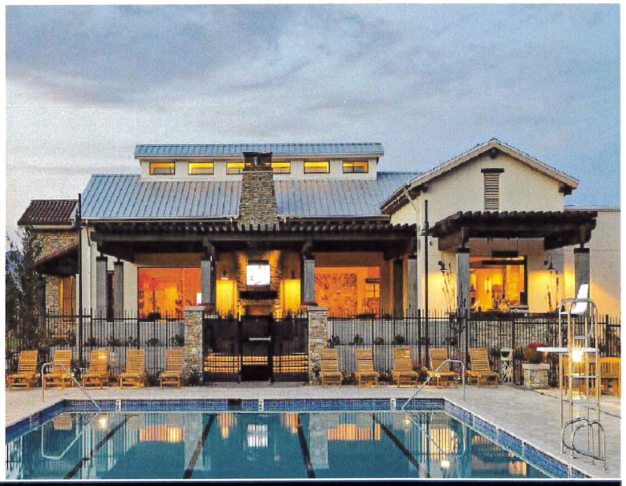








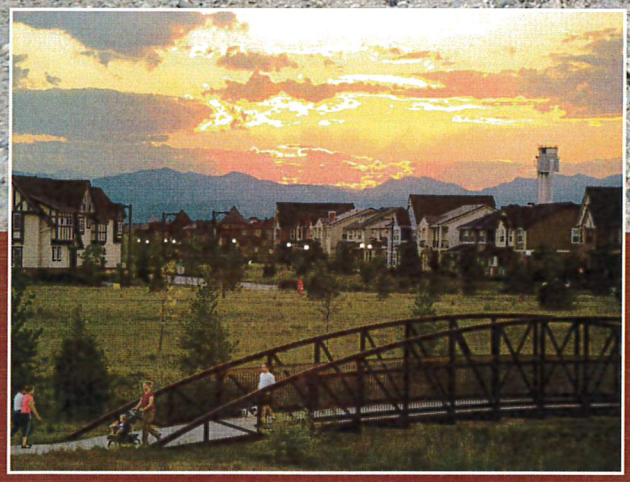




UPPER LAS VEGAS WASH MASTER PLAN

PROPOSAL RSOQ #190211-JH

Olympia Companies℠



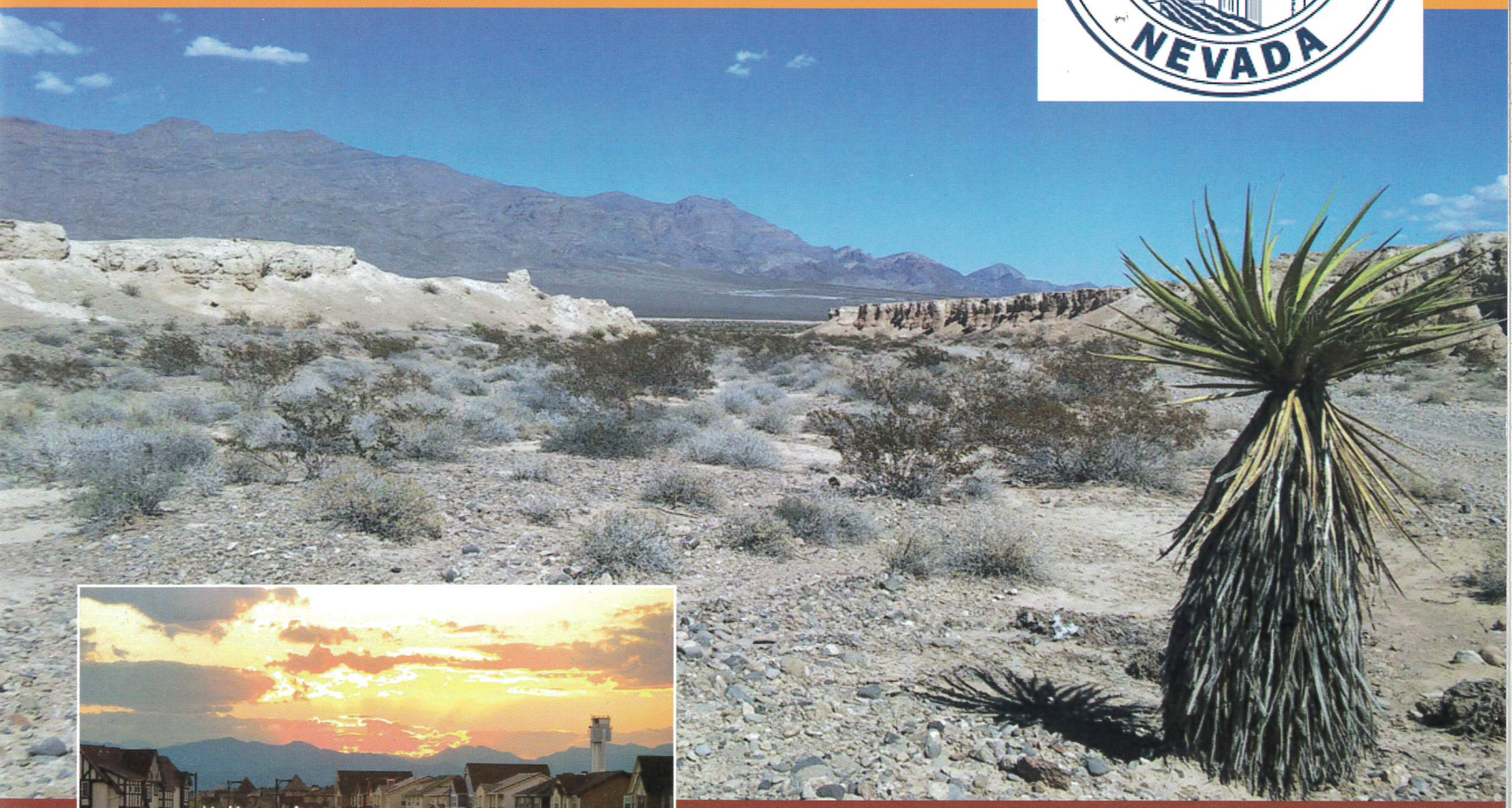
DEVELOPMENT PARTNER FOR MASTER PLAN NORTHWEST LAS VEGAS

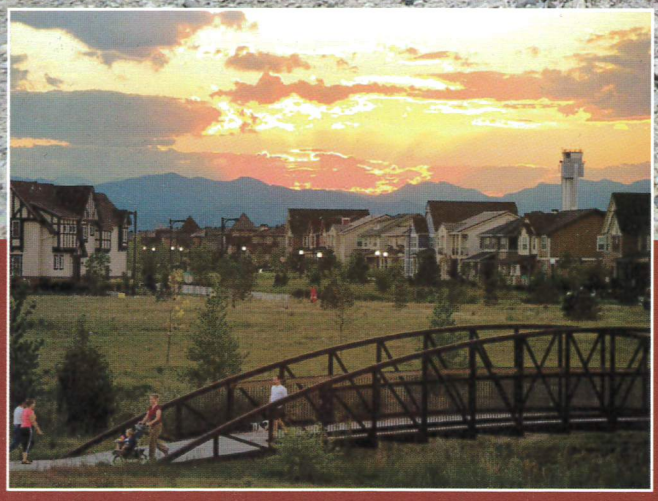
RSOQ NO. 190211 - JH

Las Vegas City Council
August 7, 2019
Agenda Item # 53

American Nevada company
A Greenspun Company

MARK L. FINE & ASSOCIATES





DEVELOPMENT PARTNER FOR MASTER PLAN NORTHWEST LAS VEGAS

RSOQ NO. 190211 - JH

American Nevada company
A Greenspun Company

MARK L. FINE & ASSOCIATES

Vision

We have assembled an experienced, qualified team, that envisions a comphrehensive development like no other in the Las Vegas area, achieved through rich stakeholder engagement, innovative land planning, and strategic implementation. The vision aims to:



- Create a sustainable, resilient community that provides a range of housing options and commercial amenities to support the daily needs of its neighborhoods— i.e., real neighborhoods with real full-time residents and real sense of community and place
- Maximize the extensive open space opportunities and adjacencies to the Las Vegas Wash, the Paiute Tribal Lands, and the Tule Springs Fossil Beds National Monument, focusing on walkability and connectivity, both within the community through extensive trail systems and pedestrian friendly roadway systems, and to neighboring developments and roadways



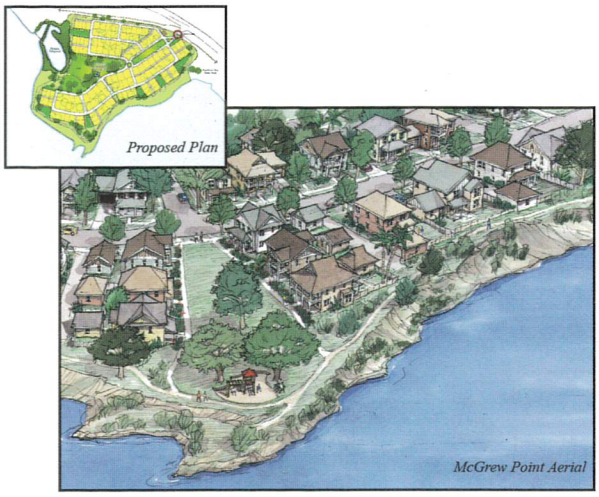
- Explore opportunities to integrate Tule Fossil Beds' and Paiute Tribe's rich history into the fabric, culture and land use patterns of the neighborhoods
- Develop appropriate commercial uses that take advantage of job growth and the resulting demand for housing
- Investigate design and construction strategies to reduce the cost of housing, such as integrating manufactured/pre-fabricated housing into the stick-built patterns so as to achieve greater affordability and broader palette of architectural design and land use patterns
- Develop creative solutions to address the Creech Air Force Base housing needs and explore ways to address: a) Creech's recruiting and retention issues relative to the lack and proximity of affordable housing; and b) any special issues relative to personnel being engaged in daily, highly stressful Overseas Contingency Operations and remotely piloted missions and then, without break, returning to their homes and neighborhoods
- Explore creative, innovative and educational amenities to serve the needs of families and children



Stakeholder Engagement

Nellis and Creech Air Force Bases

Several team members met with senior leadership of the Nellis and Creech Air Force bases. Takeaways included the following:



- Need for specific amenities such as childcare, medical facilities, and recreational space
- A variety of housing types, including single and multi-family product types
- A gated subdivision specifically for military
- Ability for spouses to do business from home
- Basic Allowance for Housing (BAH) payments may limit economics where homes are rented
- Preference to integrate military housing into the master planned community
- Pick up/drop off station for shuttle service to Creech AFB

Las Vegas Paiute Tribe

Our team meeting with the Las Vegas Paiute Tribe's Tribal Council Chairman and in-house general counsel was extremely informative. Takeaways included the following:

- Engage Paiutes in the master planning process
- Preserve the view corridors from golf courses
- Create natural space buffers between Tribal land and residential or commercial uses
- Inclusion in planning process for Tule Springs Fossil Beds National Monument visitor center
- Regional connectivity for mobility (additional interchange at I-95)
- Preserve value of the golf course operations





Tule Springs Fossil Beds National Monument

In an effort to signal open dialogue with stakeholders, our team has met with North Las Vegas City staff and the president of The Protectors of Tule Springs. It is apparent that the National Monument provides an excellent opportunity for this community to be connected to the natural space and the history of the Fossil Beds. We will continue to include these stakeholders in our planning exercises to maximize this connection.

Track Record

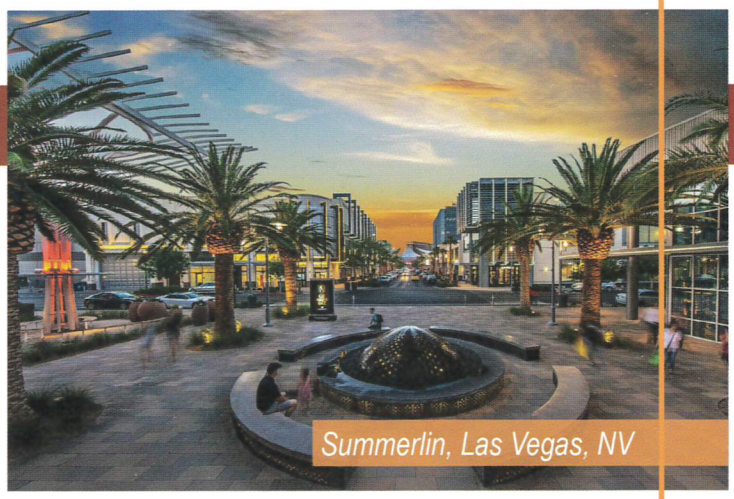
Our team is led by Phil Ralston of American Nevada Company and Mark Fine of Mark L. Fine & Associates. It includes RVi Planning + Landscape Architecture, Brynn Grey/Wolff Lyon Architects, WSP, GCW Engineers/ Surveyors, RCLCO Real Estate Advisors, Ballard Spahr, Richard T. Serfas & Assoc., and UBS Financial Services, Inc. We bring together extensive experience in visioning, design, sustainability, transit, developing zero carbon and grid resilient communities, military housing, engineering, construction, affordable housing, deed restrictions, contracts, land use law, finance, title, economic analysis, entitlement and government relations and public/private partnerships. Our team's military housing experience includes community planning and design, and financing for development of military housing and its unique needs.



Members of our team pioneered many of Las Vegas' most iconic master planned and mixed use communities—Green Valley Ranch, Green Valley, Summerlin, Aliante, Mountain's Edge, Inspirada, and Seven Hills—as well as others across the United States—Stapleton, Denver; Headwater, Texas; and High Street, Arizona, to name a few.



Our team leaders are longtime Las Vegas residents who have been involved in the community for several decades, committed to its long-term economic sustainability, vibrancy, and quality of life. The Northwest Master Plan is an exciting opportunity for Las Vegas to continue its growth and evolution as a sought-after year-round city, in which to live, work, and play.



Summerlin, Las Vegas, NV



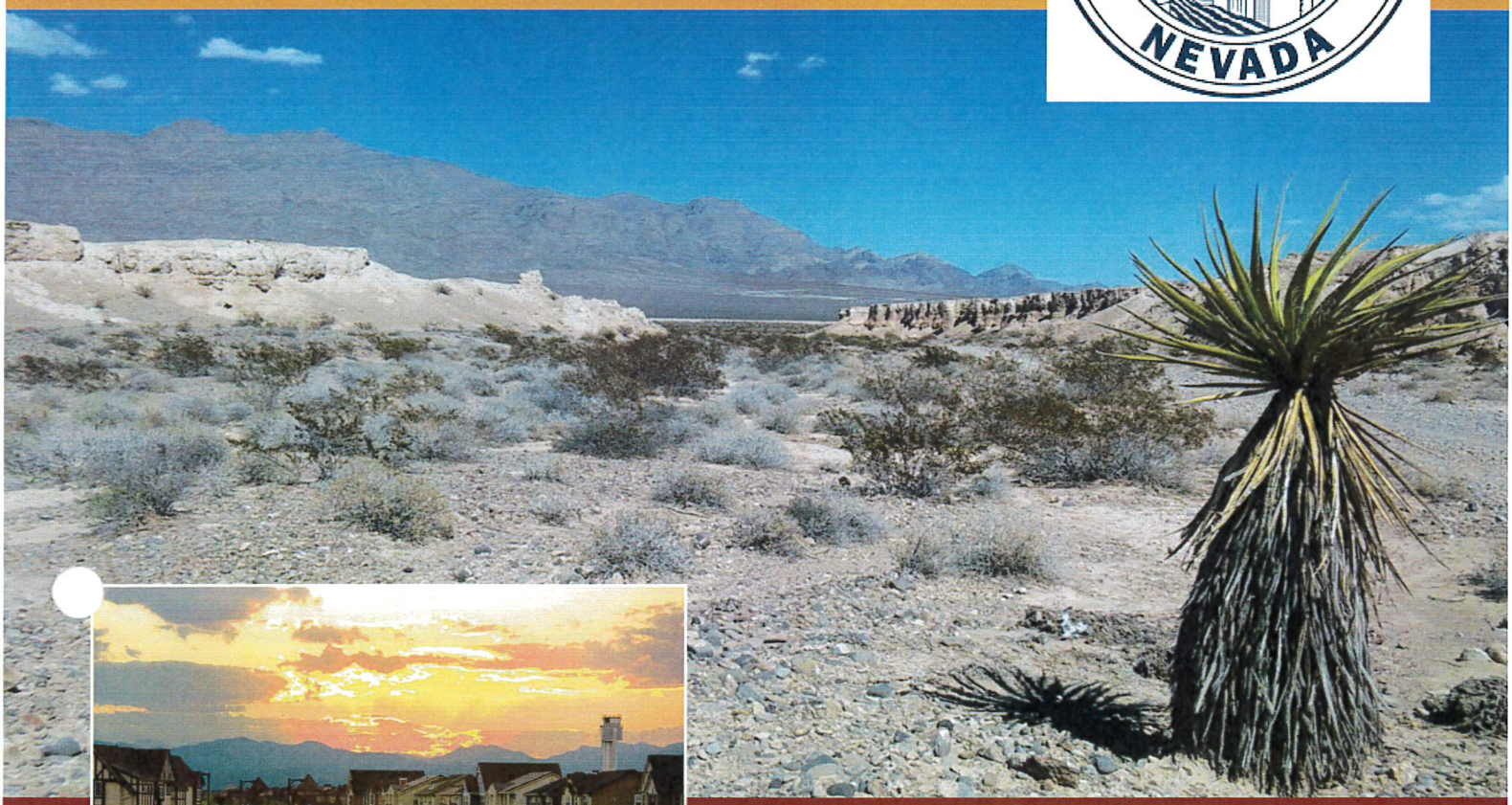
Headwaters, Dripping Springs, TX

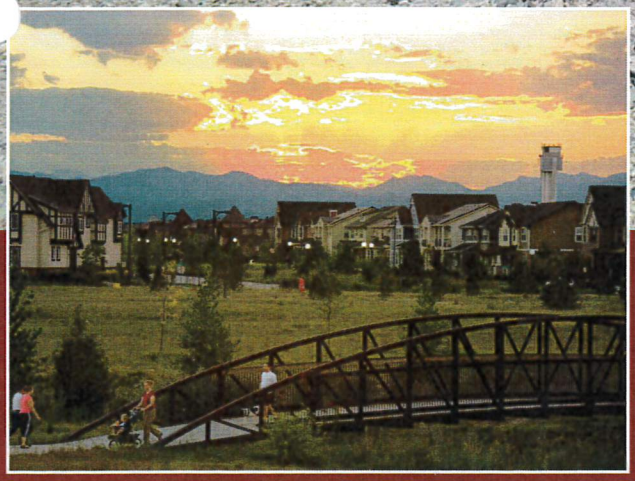


High Street, AZ



Stapleton, Denver, CO





DEVELOPMENT PARTNER FOR MASTER PLAN NORTHWEST LAS VEGAS

RSOQ NO. 190211 - JH

Las Vegas City Council
August 7, 2019
Agenda Item # 53

American Nevada company
A Greenspun Company

MARK L. FINE & ASSOCIATES

Submitted at City Council
Date 8/7/19 Item 53
by: American Nevada Co.

SECTIONS

1 NOTICE OF PRESENTATION LETTER DATED JULY 8, 2019

2 LETTER OF RESPONSE TO NOTICE OF PRESENTATION LETTER

3 POWERPOINT PRESENTATION

4 RSOQ REPONSE

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

FINANCE
VENETTA APPLEYARD
DIRECTOR

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

cityoflasvegas
lasvegasnevada.gov

July 8, 2019 *Sent this day via email*

Attn: Phillip Ralston
American Nevada Company, LLC
2360 Corporate Circle, Suite 330
Henderson, NV 89074

RE: RSOQ - Selection of Applicants for Presentations before City Council
190211-JH, Development Partner Master Plan Northwest Las Vegas

Dear Mr. Ralston:

The City of Las Vegas is pleased to inform you that your company has been selected to present before the City Council. The presentation before City Council will be held on Wednesday, August 7, 2019 after 9:00 a.m., 2nd Floor, City Hall, 495 South Main Street.

The presentation will be limited to 20 minutes, with the first 15 minutes allotted to your company for a presentation and the final 5 minutes for questions and answers by the City Council.

Please address the following in your presentations:

1. Who is the Project Manager, and who are the Key Personnel that will be working directly on this project? What is the proposed schedule that represents a realistic expectation on how long the project will take to begin and complete?

2. What experience does your firm have with development projects that have development standards, community open space and landscape amenities, and community design features (integration of various residential densities, mixture of residential and commercial uses in a village center, and edge treatment along sensitive conservation lands similar to a national monument) consistent with the vision of the Upper Las Vegas Wash Master Plan?

3. After review of the unique features and characteristics of the Upper Las Vegas Wash landscape, terrain, infrastructure requirements, surrounding land use and given current and projected market conditions, what is your firm's development approach for the area? What options have you considered to maintain economic viability while providing your firm's commitment to submitting a land use plan and development agreement that meets the vision of the Upper Las Vegas Wash Master Plan, and strategies to assure adherence to the Plan through buildout and sustainable governance afterwards?

4. What is your proposed approach for engaging with key stakeholders, government agencies and community interests for the area?

Please limit attendance at this interview to the key personnel listed in your Proposal. If you have any questions concerning the presentation, please contact me at 702-229-6185 or jwhill@lasvegasnevada.gov.

Sincerely,

John Hill, CPPB, Contracts Specialist
Purchasing and Contracts
495 S. Main St., 3rd Floor
Las Vegas, NV 89101

American Nevada
company
A Greenspun Company

August 7, 2019

John Hill, CPPB, Contracts Specialist
Purchasing and Contracts
City of Las Vegas
495 S. Main Street, 3rd Floor
Las Vegas, NV 89101

RE: City of Las Vegas
RSOQ 190211-JH Master Plan RFP
City Council Interview Questions – August 7, 2019

Dear Mr. Hill:

This letter is in response to your Presentation Notification letter dated July 8, 2019. We have included responses to your questions below. Because each of your numbered questions includes more than one question, we have organized each response in various parts to answer each inquiry.

1. Who is the Project Manager
   American Nevada Co., Phil Ralston (contracting party)
   Mark L. Fine & Assoc., Mark Fine

and who are the Key Personnel that will be working directly on this project?

Please see Form C – Key Personnel from our RSOQ response package for a list of our team members who will be the key personnel working directly on this project.

What is the proposed schedule that represents a realistic expectation on how long the project will take to begin and complete?

As indicated in the RSOQ response, we identified two phases for this project. Phase 1, which we estimate to take approximately 12 months, includes processes necessary to conduct market studies and to determine the appropriate land plan and proforma, with the goal of assisting the City and the BLM with the appraisal of the residual land value. The timing for phase 2, development of the project, has not been estimated, and will be determined once a final land plan is developed (based on market study results, open space and amenity requirements, phasing, etc.).

2. What experience does your firm have with development projects that have development standards, community open space and landscape amenities, and community design features (integration of various residential densities, mixture of residential and commercial uses in a village center,

Various team members have been involved in numerous projects with requirements similar to those listed in the question above, with such relevant experience detailed in our RSOQ response. Local projects for which team members have been responsible with similar requirements include the following:
Aliante, North Las Vegas
Green Valley Ranch, The District, Henderson
Summerlin, Las Vegas
Mountain's Edge, Las Vegas
Inspirada, Las Vegas
Anthem, Henderson

and edge treatment along sensitive conservation lands similar to a national monument consistent with the vision of the Upper Las Vegas Wash Master Plan?

Various team members have been involved in planned community developments with similar adjacencies, including the following projects:

Summerlin, Las Vegas
Anthem, Henderson
Inspirada, Henderson
Headwaters, Dripping Springs, TX

3. After review of the unique features and characteristics of the Upper Las Vegas Wash landscape, terrain, infrastructure requirements, surrounding land use and given current and projected market conditions, what is your firm's development approach for the area?

Our RSOQ response includes a very detailed description of our Phase 1 process that will be necessary to determine an appropriate land plan, land value, and a development schedule. Generally, our team members will (a) conduct market studies, (b) conduct engineering studies to determine physical constraints and proposed solutions, (c) meet with various stakeholder groups to determine feedback and appropriate inputs, (d) prepare a land plan consistent with the Vision Plan which considers the various market, engineering and stakeholder inputs, and (e) develop a proforma and development schedule, all with the goals of confirming the feasibility of the land plan, finalizing a development agreement, and assisting the City in determining the residual land value.

Throughout this process, our team will be guided by the various project objectives and design principles expressed in the Vision Plan, including:

- Develop planning concepts:
    - That fit into the broader context of Northwestern Las Vegas,
    - That highlight the natural setting,
    - That support a vibrant, mixed use community, and
    - That accommodate a logical phasing for development to occur.
- Sensitivity to the adjacent uses, regularly seek and consider stakeholder feedback
- Embrace the adjacent natural edge (National Monument)
- Mixed-use, walkable, sustainable
- Regional Connectivity with adjacent uses and natural spaces
- Architectural design appropriate for the desert climate

- Best practices in water management, low impact development
- "20-minute Neighborhood"
- Regional transit connections
- Diversity and affordability of housing options

What options have you considered to maintain economic viability while providing your firm's commitment to submitting a land use plan and development agreement that meets the vision of the Upper Las Vegas Wash Master Plan,

Our team will conduct comprehensive market studies to assess the economic viability of the development plan. As forecasted demand, absorption, and product mix, combined with stakeholder feedback, influence the land plan, modifications will be made to accommodate these inputs. As modifications occur, it will be our team's goal to maintain consistency with the Plan. Over time, this may require adjustments to the community attributes to maintain economic viability.

and strategies to assure adherence to the Plan through buildout and sustainable governance afterwards?

Adherence to the Plan – The plan will be confirmed and amended as appropriate with the City's input and approval, subject to market issues identified throughout phase 1 and as the project progresses through development. Also, throughout the planning, analysis and development process the developer will communicate with the City as changes to concepts or plans are considered. This will be controlled to a great extent by the development agreement and associated development standards and guidelines.

Governance afterwards – as with many planned communities, governance will be based on a combination of municipal rules/regulations/laws and common interest community rules/regulations (master and sub associations with CCRs). The development agreement will include commercial and residential design guidelines requiring compliance from any future developers of various parts of the community, to ensure sustained consistency with the goals and vision of the master plan.

4. What is your proposed approach for engaging with key stakeholders, government agencies and community interests for the area?

As with any project of this magnitude, the development team will continuously engage the City and the various stakeholder groups in dialogue aimed at achieving the goals and vision of the public sector and affected stakeholders, while providing a proper economic incentive to engage private sector expertise and resources. Examples of such engagement may include the following:

- Establish a stakeholder working group with regularly scheduled meetings
- Hold public open house meetings to solicit feedback and to present alternatives
- Identify a technical committee including development team members and City staff to evaluate feedback received from stakeholders and the public

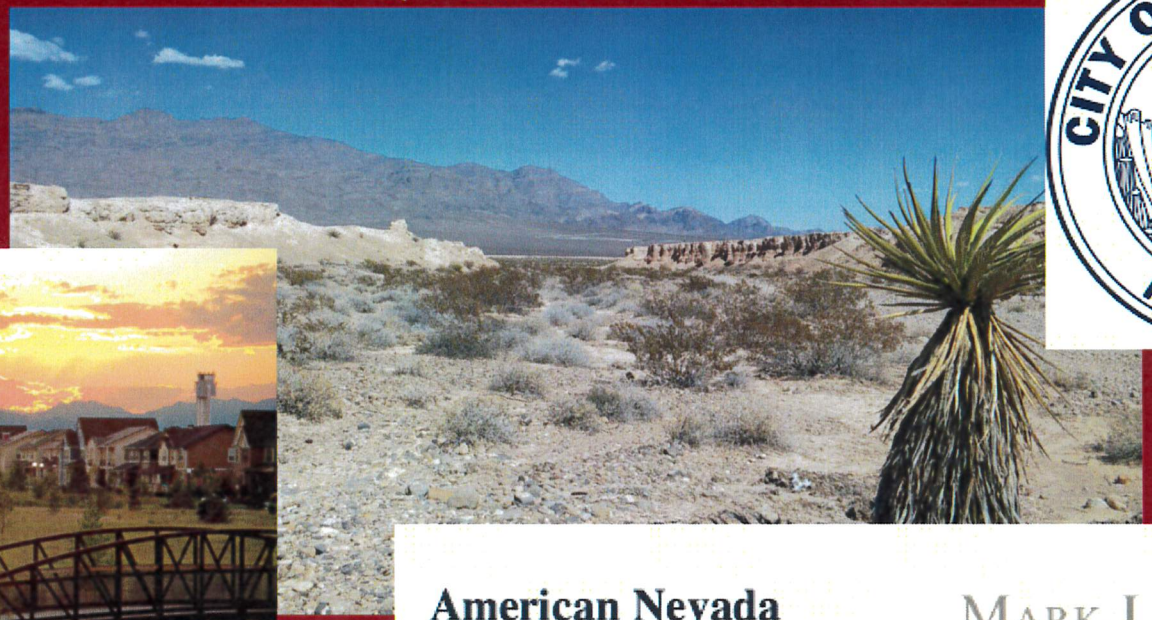
If you have additional questions, please let us know.

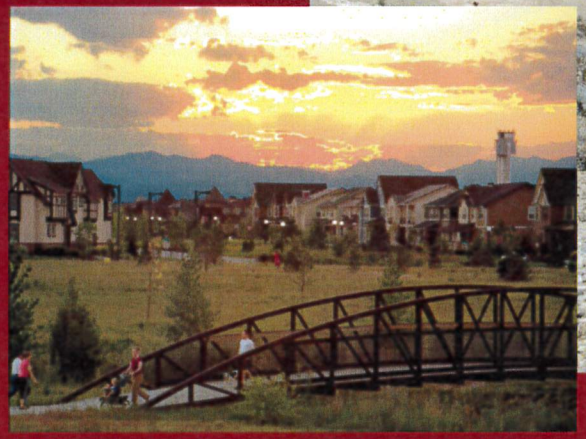
Sincerely,

Phil Ralston
President
American Nevada Company, LLC

Mark Fine
President
Mark L. Fine Associates

DEVELOPMENT PARTNER FOR MASTER PLAN NORTHWEST LAS VEGAS RSOQ NO. 190211 - JH





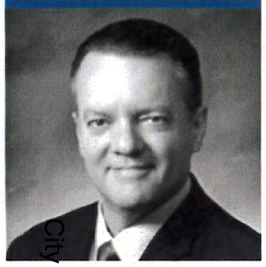
CITY OF LAS VEGAS NEVADA

American Nevada company
A Greenspun Company

MARK L. FINE & ASSOCIATES

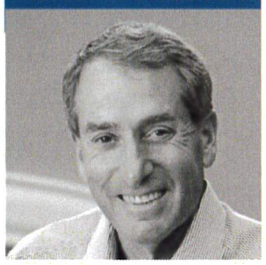
PROJECT MANAGEMENT + KEY PERSONNEL

PROJECT MANAGEMENT



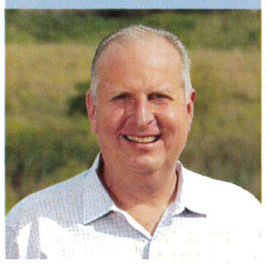
Phil Ralston
American Nevada Company

PROJECT MANAGEMENT



Mark Fine
Mark L. Fine & Associates

LAND PLANNING



Chris Crawford
RVi Planning + Landscape Architecture

FINANCIAL SERVICES



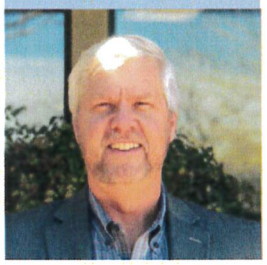
Shawn Dralle
UBS Financial Services

MARKET STUDY



Todd LaRue
RCLCO

CIVIL + SURVEY



Bob Murnane
GCW, Inc.

LEGAL



Maren Parry
Ballard Spahr

LEGAL



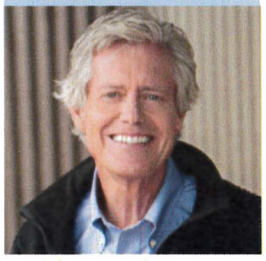
Bill Curran
Ballard Spahr

ENTITLEMENTS



Richard Serfas
Richard T. Serfas & Associates

MILITARY HOUSING



David O'Neil
Brynn Grey

MILITARY HOUSING



Melissa Sherburne
Brynn Grey

SUSTAINABLE DESIGN



Joshua Radoff
WSP

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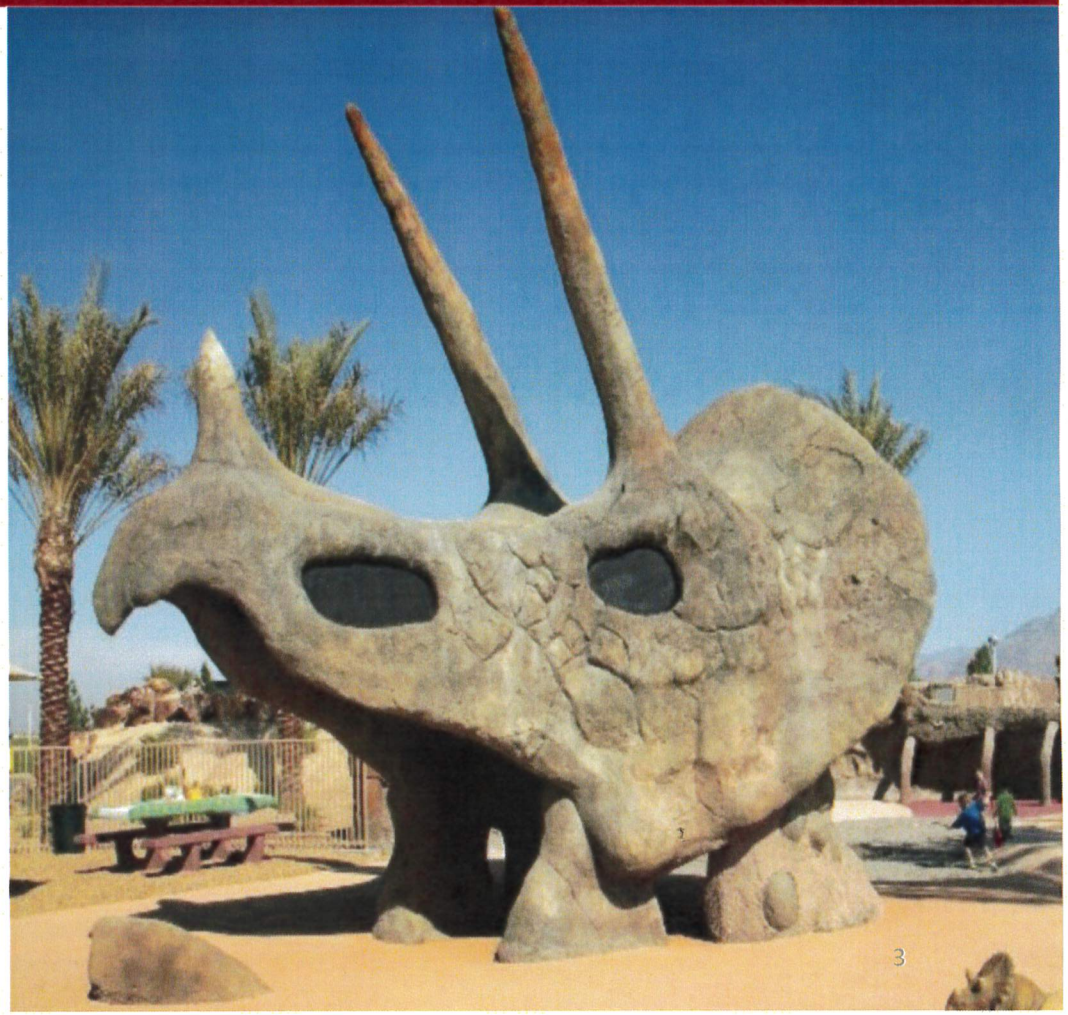
RELEVANT EXPERIENCE

Aliante, N. Las Vegas, NV

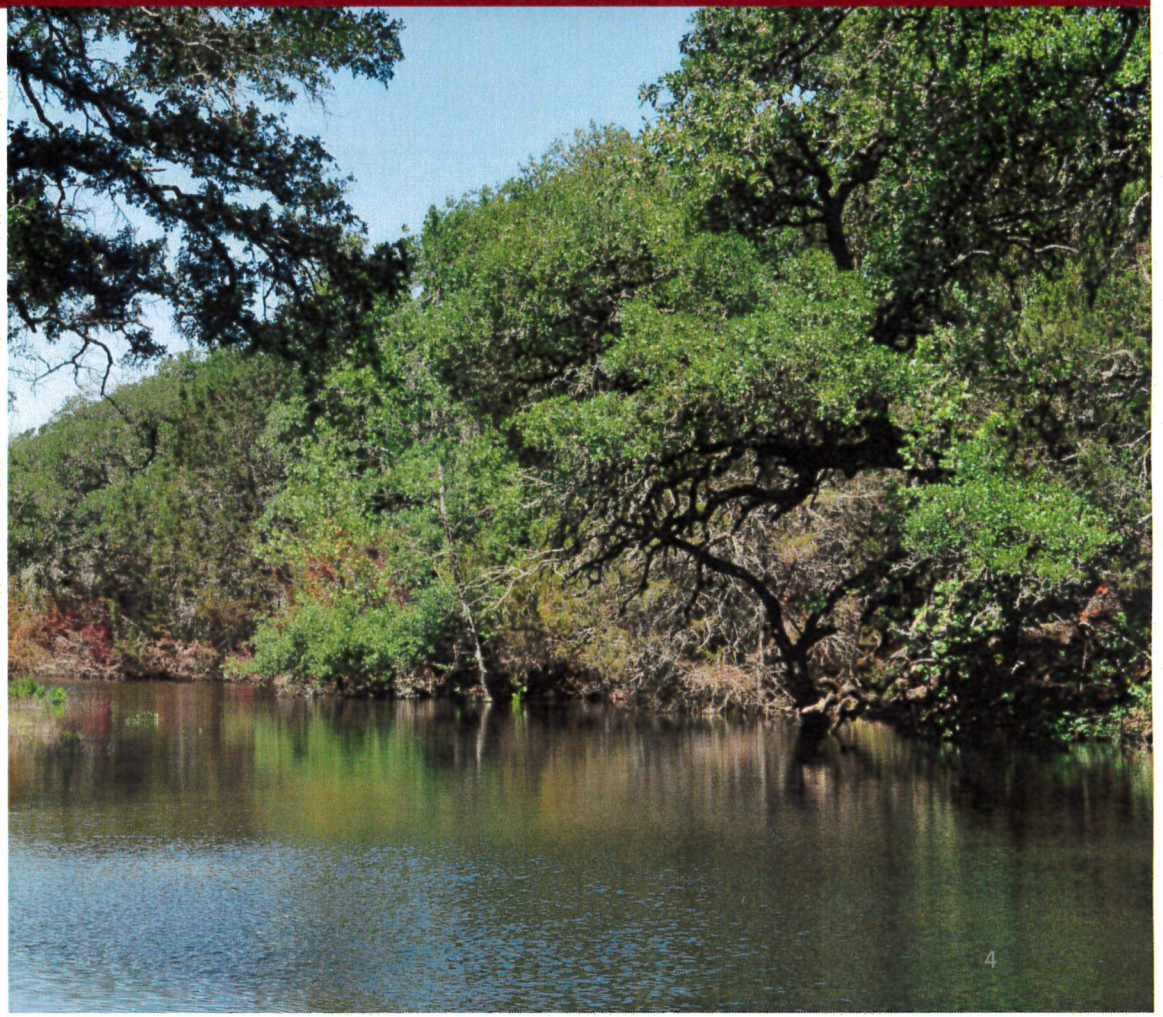




RELEVANT EXPERIENCE

Headwaters, Dripping Springs, TX





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RELEVANT EXPERIENCE

Summerlin, Las Vegas, NV



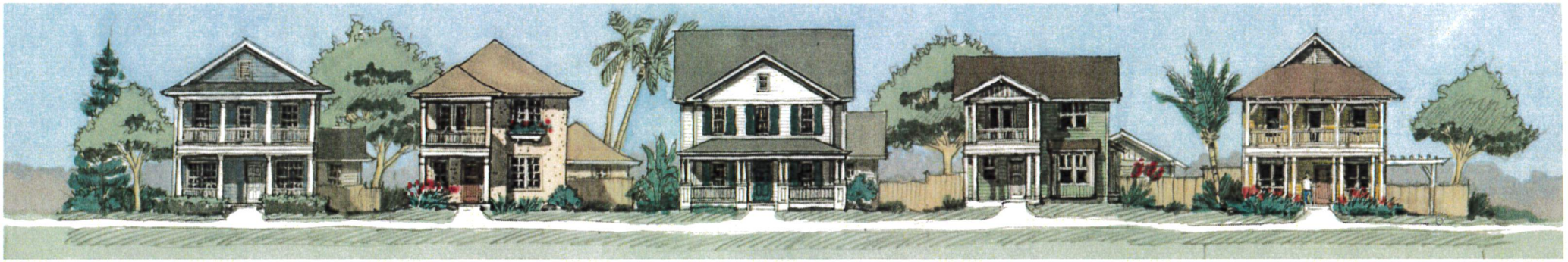


RELEVANT EXPERIENCE

McGrew Point, Pearl Harbor, HI







RELEVANT EXPERIENCE

Market & Financial Analysis



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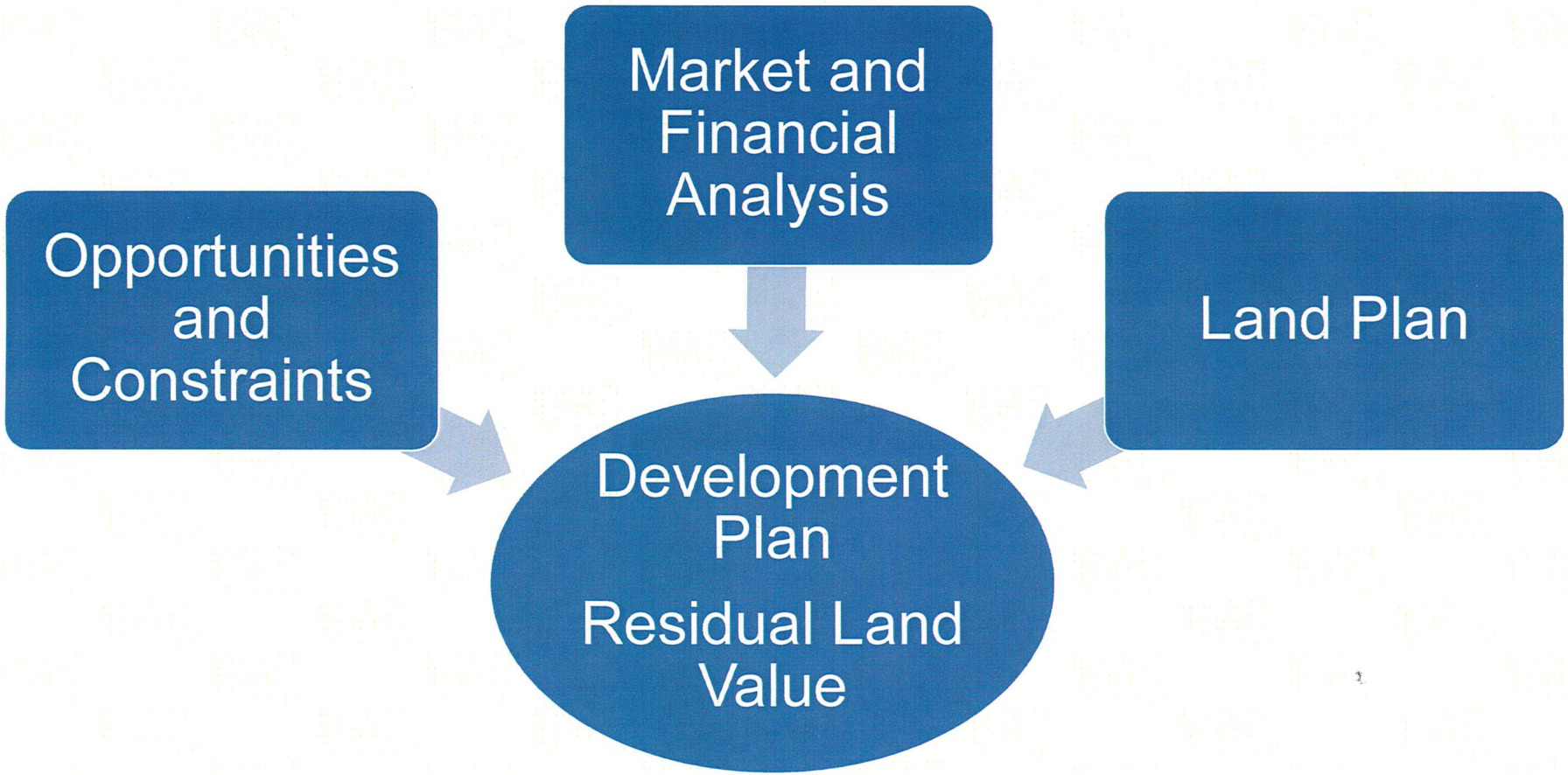
RCLCO
REAL ESTATE ADVISORS

RCLCO has been recognized as the leading expert in segmentation and business planning for master-planned communities throughout North America and around the world. At the project level, RCLCO brings a unique perspective to analyzing the market potential for community development, focusing our analysis on where the market is heading and understanding the opportunities of today as well as those of tomorrow.

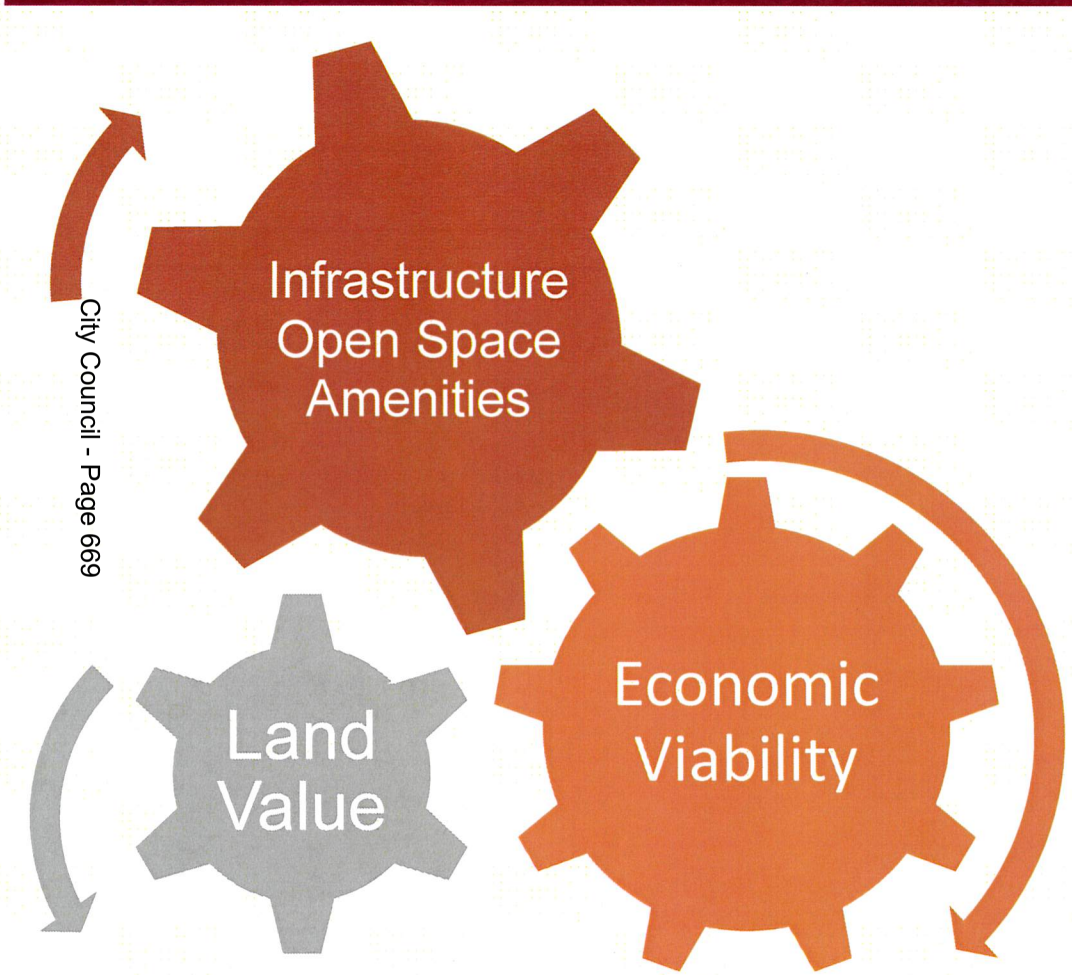
RCLCO's work is distinguished by:

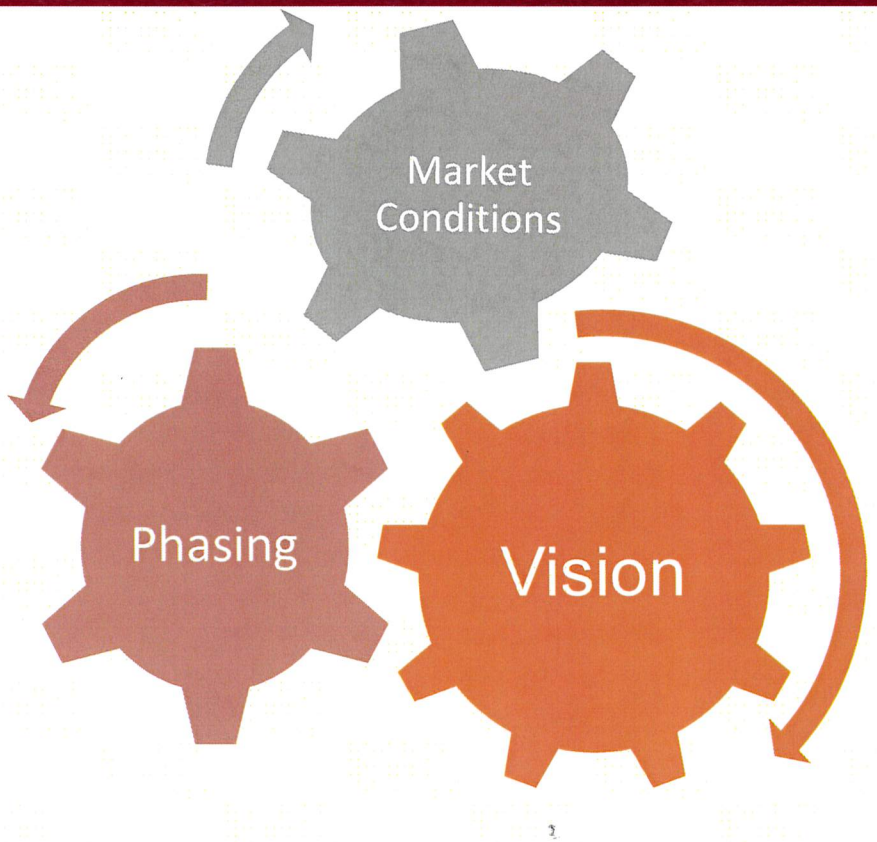
- **Expertise:** with more than 50 years of experience, we have a deep knowledge base that enables us to tailor a customized approach
- **Benchmarking:** we research trends, concepts, and product types across all geographic markets
- **Market Depth:** the industry's best demand-forecasting tools are utilized to maximize each project's absorption potential
- **Macro View:** we quantify regional growth dynamics to illustrate how your assets fit into the big picture
- **Consumer Knowledge:** our broad knowledge of consumer preferences, demographics, psychographics, and lifestyle trends drive land use recommendations

DEVELOPMENT APPROACH

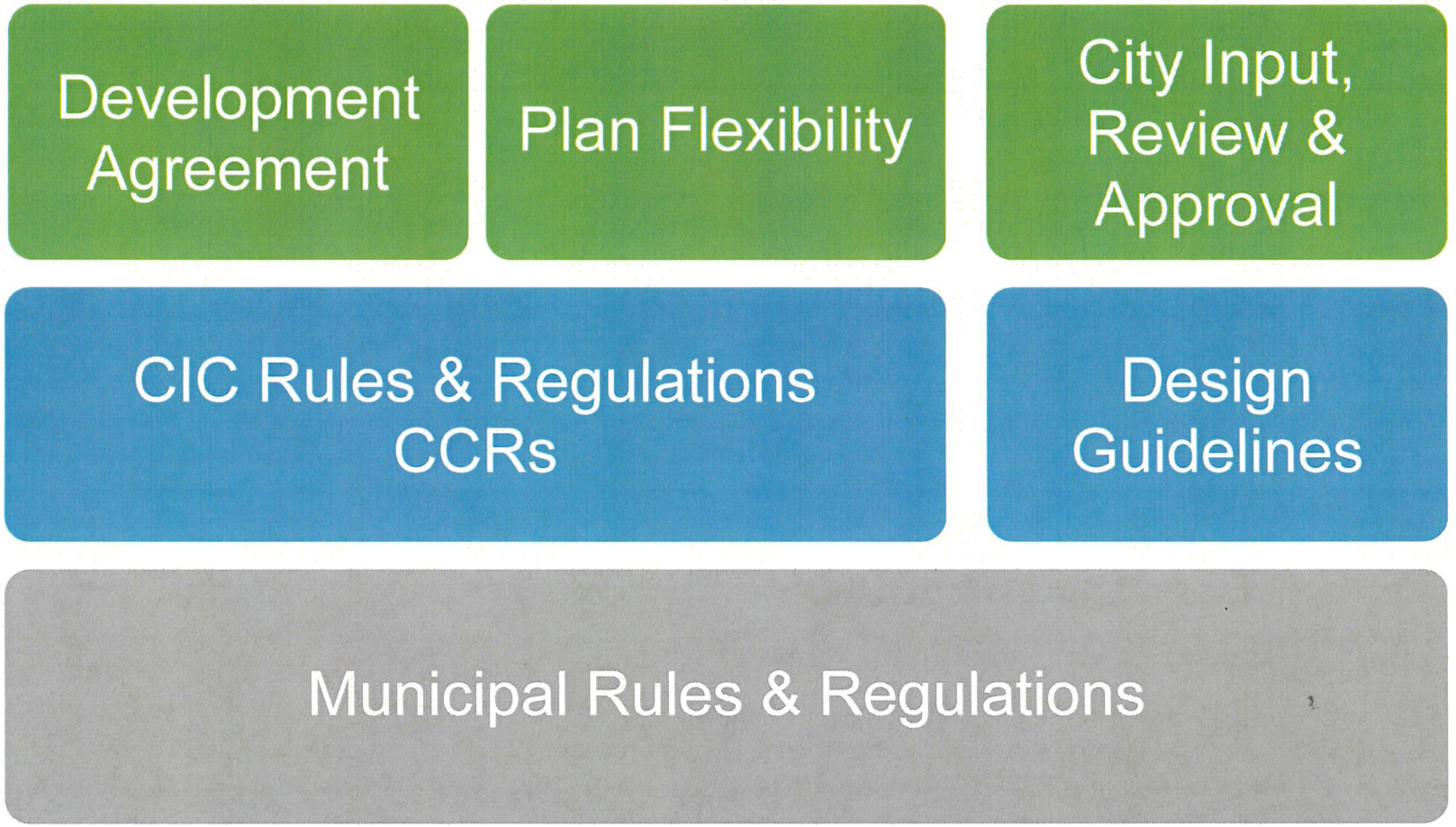


ECONOMIC VIABILITY MEETS VISION

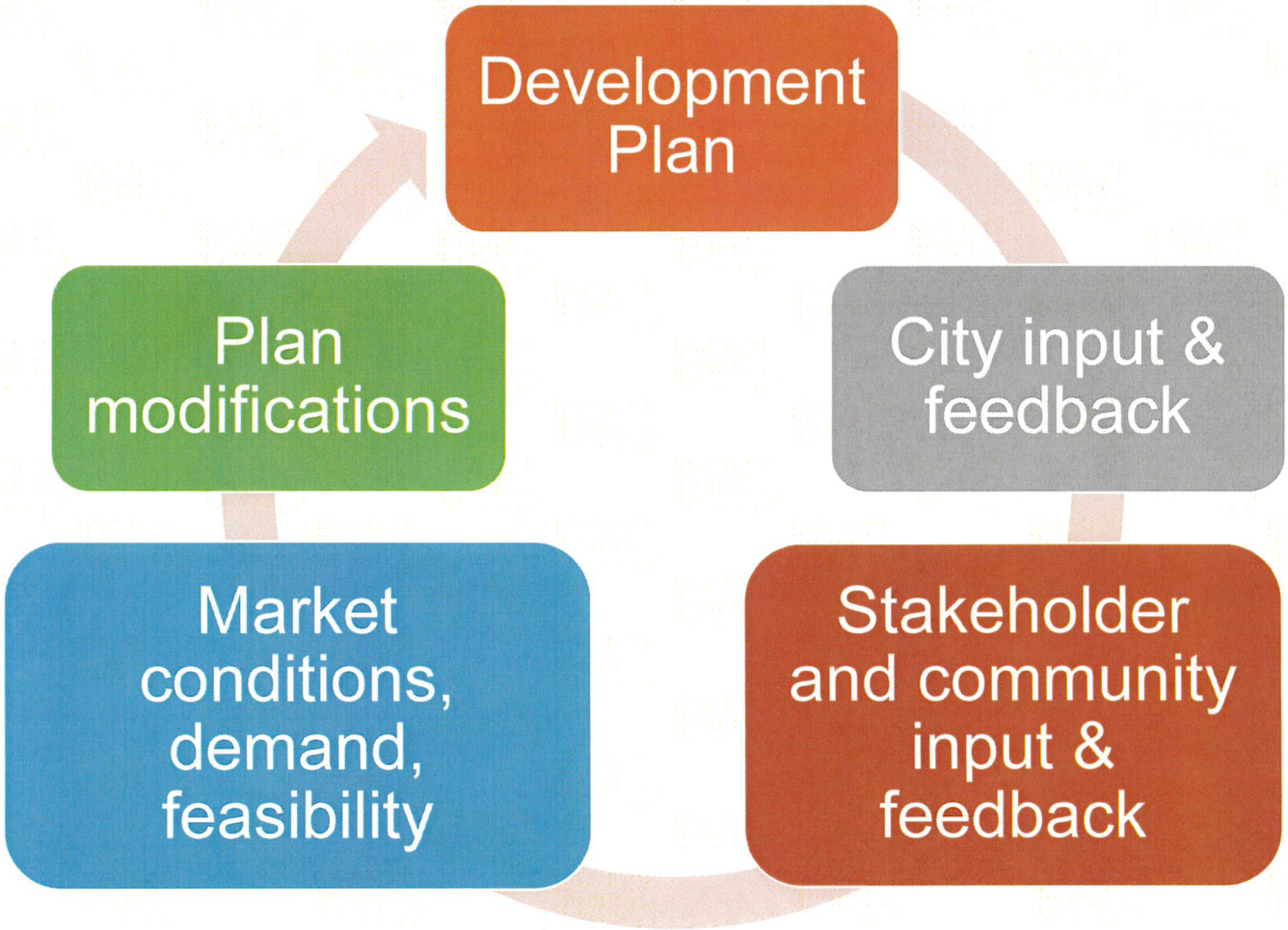




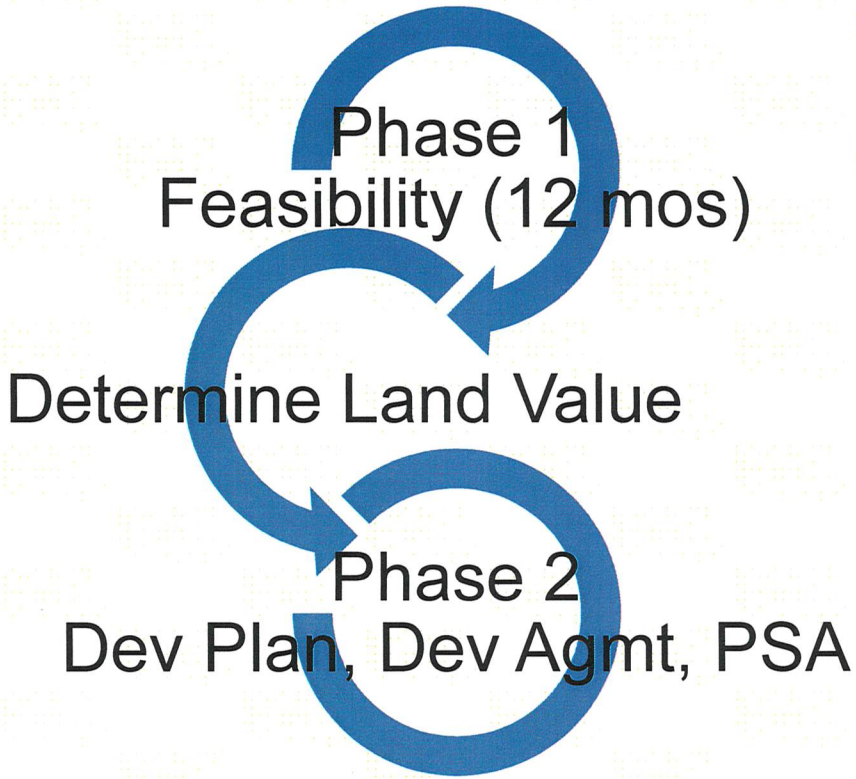
ADHERENCE TO THE PLAN / GOVERNANCE



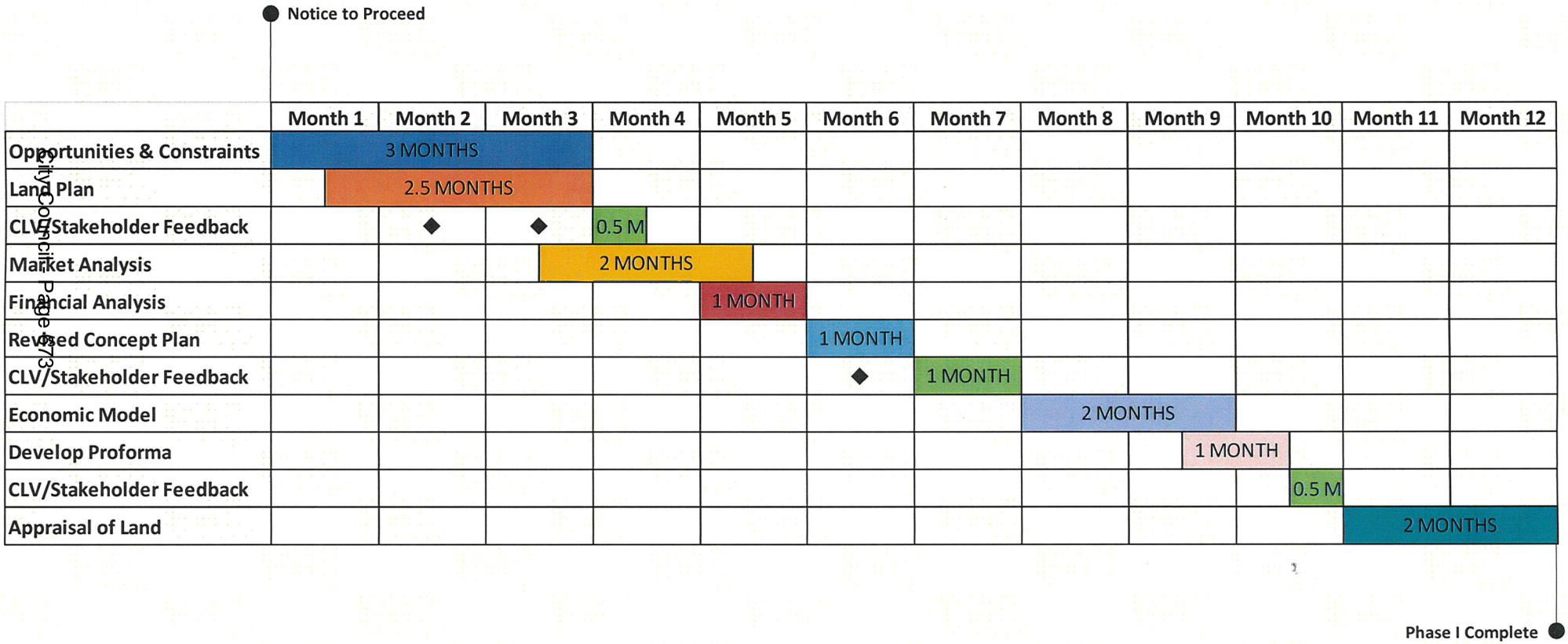
ENGAGEMENT


Development Plan
City input & feedback
Stakeholder and community input & feedback
Market conditions, demand, feasibility
Plan modifications

SCHEDULE


Phase 1
Feasibility (12 mos)
Determine Land Value
Phase 2
Dev Plan, Dev Agmt, PSA

SCHEDULE



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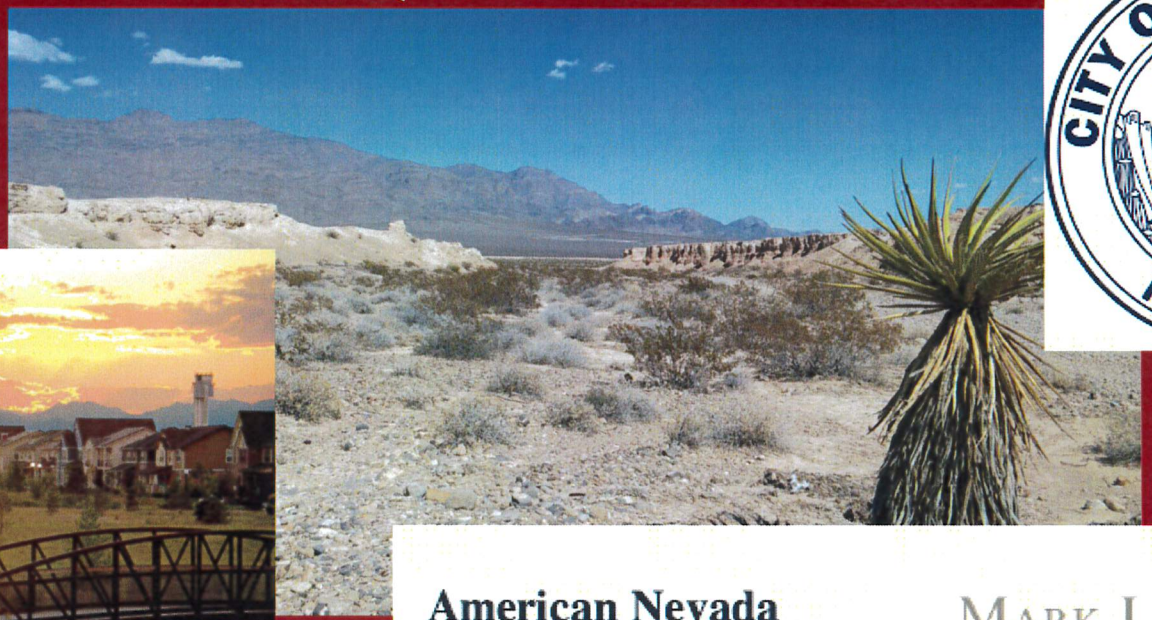
DEVELOPMENT PARTNER FOR MASTER PLAN NORTHWEST LAS VEGAS RSOQ NO. 190211 - JH





American Nevada company
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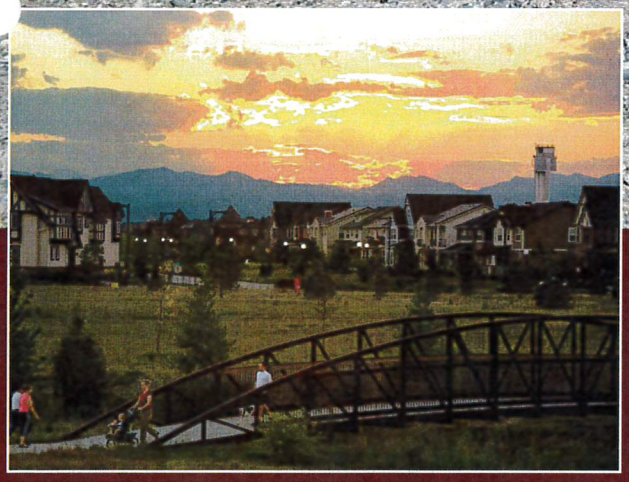
MARK L. FINE & ASSOCIATES



DEVELOPMENT PARTNER FOR MASTER PLAN NORTHWEST LAS VEGAS

RSOQ NO. 190211 - JH

American Nevada company
A Greenspun Company

MARK L. FINE & ASSOCIATES

American Nevada
company
A Greenspun Company

MARK L. FINE
& ASSOCIATES

American Nevada Company ("ANC") was formed in 1972 by Hank and Barbara Greenspun. Since 1946, with the launch of Las Vegas Life magazine, the Greenspun family remains a leader in business and local philanthropy. From the Las Vegas Sun to KLAS TV Channel 8, from Greenspun Community Cable to Vegas.com, to the UNLV Greenspun College of Urban Affairs, the Greenspun family continues to leave an indelible mark on the community where they live.

Mark L. Fine & Associates ("MLF") Mark Fine moved to Las Vegas in 1973. At that time, Las Vegas was a sleepy desert town with little growth and no true planned communities. It had always been a boomtown, and quality of life was sacrificed for the quick construction of homes and general sprawl. As President of American Nevada, Fine guided the development and growth of Green Valley, Las Vegas' first large scale master-planned community, for 17 years. Long before the concept of "traditional neighborhood development", Fine was concerned with open space, parks, public art, schools and libraries. Today it is home to 75,000 people. Later, as President of the Summerlin Division of the Howard Hughes Corporation, he was responsible for launching Summerlin which today is home to 85,000 people. Mark was inducted into the Nevada Business Hall of Fame in 2014.[1]

Recently, the City of Las Vegas has been recognized with the Mayor's Climate Protection Award. The City should be proud of these types of awards as they demonstrate that the world is beginning to see that in addition to being a great place to do business and a great place to live, Las Vegas is also a leader in sustainability. **ANC and MLF, through this RSOQ, seek to create a public private partnership to: a) realize the goals and objectives of the Upper Las Vegas Wash Vision Plan, b) to create a replicable model for sustainable development, and, in so doing, c) further Las Vegas' reputation as one of world's leaders in sustainability.**

Our Team

Our team is led by ANC and MLF and includes **RVi Planning + Landscape Architecture, Brynn Grey/Wolff Lyon Architects, WSP, GCW Engineers\Surveyors, RCLCO Real Estate Advisors, Ballard Spahr, Richard T. Serfas & Assoc., and UBS Financial Services, Inc.|Public Finance**, which brings together extensive experience in visioning, design, sustainability, transit, developing zero carbon and grid resilient communities, military housing, engineering, construction, affordable housing, deed restrictions, contracts, land use law, finance, title, economic analysis, entitlement and government relations and public private partnerships.

ANC has a history of creating vibrant, sustainable communities in southern Nevada. For over 40 years our teams have planned, designed, developed, sold and managed 12,000 acres of master planned communities in the Las Vegas valley. We have emphasized partnerships with the City staffs and governments as we delivered diverse neighborhoods that maximized public spaces, parks, trails and public facilities, while delivering a wide array of housing options from affordable to move-up, to executive, to custom homes and home sites, along with sustainable retail centers and commercial parks. ANC developed the first master planned community and the first true mixed-use development, The District, in Green Valley Ranch. ANC's most recent development, Aliante, was developed in partnership with North Las Vegas, Pulte Homes, GCW Engineering, Richard Serfas, RCLCO and RVi and created a walkable, connected, mixed-use community rich with trails and parks accessible throughout the neighborhoods. This community proved its resiliency through and after the Great Recession, as evidenced by its return to prosperity. As the first significant BLM auction of 1900+acres, ANC needed to work in close partnership with the City staff and Council to create a development agreement that assured a consistent application of design and development standards, and delivery of appropriate and necessary utility and roadway infrastructures to a large area not previously developed. Achieving its obligations under the development agreement was only the starting point; Aliante has exceeded the expectations of the City and the neighborhoods.

MLF is a Las Vegas-based real estate development company focusing on the development of unique and high-end retail and office projects in Southern Nevada. Founder and Chief Executive Officer, Mark L. Fine has a track record of more than three decades of experience in developing some of the most successful and landmark residential and commercial developments in the Las Vegas Valley. MLF helped to envision three of Las Vegas' most successful custom home communities - Quail Ridge Estates, The Fountains, and Grand Legacy - as well as nearly 2 million square feet of office, industrial and retail space and amenities. Within Summerlin, MLF was responsible for the custom home communities of Eagle Hills and Tournament Hills as well as the development and opening of the Tournament Players Club at Summerlin. MLF was an active participant in Park Towers, Las Vegas' premier luxury high-rise condominium at Hughes Center, from the project's inception. MLF developed Hills Center North Business Park, the second phase of a 22.5-acre master-planned business park in the heart of Summerlin that encompasses more than 250,000 square feet in 36 buildings. MLF co-developed Canyon Pointe Shops, 25,000 square feet of the only in-line retail space at Canyon Pointe, a 600,000-square-foot community retail center in Summerlin. More recently, MLF developed the Las Vegas Metropolitan Police Headquarters and served as a strategic advisor to Focus Property Group in their development of two master-planned communities: Mountain's Edge, a 3,500-acre master-planned community in the southwest region of the Las Vegas Valley;

[1] 2014 Nevada Business Hall of Fame Inductee: Mark L. Fine. https://www.youtube.com/watch?v=fhgyyvAhSGU

nd Providence, a 1,200-acre community in northwest Las Vegas. MLF has been an integral part of the Las Vegas community's residential and commercial growth.

RVi

RVi's purpose is to inspire people to be outside and engage in the community around them. As planners and landscape architects, RVi embraces every opportunity to advance this mission by creating memorable, healthy and engaging outdoor experiences. Founded in 1982, RVi has grown into a national firm with a broad range of project experience that inspires our team to think creatively. RVi approaches each new opportunity with an adventurous spirit, a collaborative mindset, and a desire to consistently raise the bar for our clients and for the communities we serve. Headquartered in Austin, RVi also has offices in Houston and Tempe, AZ. Some of the most challenging and rewarding projects have involved brownfield redevelopment, such as the Mueller community in Austin, the Quarry Splash Pad in Williamson County, and the Westside Quarry Park and Preserve in Atlanta. Others have been challenging from a topography standpoint, including Travisso in Leander, Kissing Tree in San Marcos, and Headwaters in Dripping Springs. RVi specializes in taking the challenges posed by the site and transforming them into amazing opportunities that make each project special – taking advantage of natural views, integrating the site's history into the design, and engaging project users in the story behind the project. The results of our context-sensitive planning and design approach translate into projects that are more economically successful and that become timeless centerpieces of the communities they serve.

Brynn Grey/Wolff Lyon Architects

Brynn Grey/Wolff Lyon Architects (BG/WLA) has extensive experience building award winning neighborhoods with a sense of community and place; working in the natural environment in the Colorado high country; designing military housing in Hawaii; and creating successful public/private partnerships at the local, state and federal level.[2] BG/WLA's most recent development projects include: The Wellington Neighborhood, Breckenridge, Colorado; the Peak One Neighborhood, Frisco, Colorado; Whole Foods Market / Basecamp, Frisco; and West Steamboat Neighborhoods, Steamboat Springs, Colorado. BG/WLA has experience with EPA sustainability standards, LEED, Green Globes and Energy Star and, more importantly, doing the difficult cost benefit analysis between maintaining affordability while meeting aggressive sustainability targets. In addition, BG/WLA has extensive experience with affordable housing and deed restrictions resulting in it being invited to work with the Urban Land Institute's Building Healthy Places Initiative on a large complex with issues related to an ethnically diverse and economically challenged resident population and with the Harvard Graduate School of Design on brownfield landscaping, emediation and restoration strategies. BG/WLA's work has received national recognition, including: the EPA's highest award, the National Award for Smart Growth Achievement; the Congress of New Urbanism's highest award, the Charter Award; a Denver Post article declaring one of its affordable neighborhoods "a model for the entire state.."; and featured in HGTV's "Dream Builders". BG/WLA is actively involved in the Conscious Capitalism movement.

WSP

WSP develops creative, comprehensive and sustainable engineering solutions for a future where society can thrive. Equipped with an intimate understanding of local intricacies, world-class talent and proactive leadership, we plan, design, manage and engineer long lasting and impactful solutions to uniquely complex problems. We work across disciplines and sectors, including buildings, infrastructure, transportation, water, and energy, with sustainability and resiliency as prominent cross-cutting themes and areas of expertise. We are working at the forefront of developing zero carbon and grid resilient communities through the electrification of buildings, the integration of batteries, electric vehicles, and renewable energy, and through working with utilities to identify the highest value opportunities that these developments can bring.

Josh Radoff, WSP's Buildings and Master Plan sustainability lead, and LEED Fellow, has led numerous large scale projects in their sustainability efforts. This includes efforts towards decarbonization and net zero energy, resiliency and water management, and healthy design aspects. It also includes certification efforts including all of the building oriented rating systems and standards, LEED or otherwise. Currently, Josh is supporting the River Mile redevelopment project in Denver, CO – a two phase, 14 MM SF mixed use urban infill site, a confidential two phase 10 MM private development in Santa Clara, CA, and the Denver International Airport commercial real estate expansion (Aertropolis). Josh has also worked on residential neighborhood oriented master plans, design, and construction, including Denver Housing Authority's Mariposa Neighborhood.

WSP has significant experience working in Las Vegas, including work on the MGM Mirage City Center central plant, Sunrise Hospital and Med Center, and UNLV campus buildings.

GCW

GCW, Inc. (GCW) is a leading provider of a complete range of services related to civil engineering (traffic and transportation engineering, nd planning, water, wastewater, flood control), structural engineering, and land surveying in Southern Nevada. Incorporated in 1969, the

[2] "A strong relationship between public and private partners in Breckenridge led to the development of the Wellington Neighborhood with its sense of place and affordable housing units." See, Urban Land Institutes *Ten Principles for Successful Public/Private Partnerships,* Chapter 10, Build Trust as a Core Value, page 30. http://uli.org/wp-content/uploads/2005/01/TP_Partnerships.pdf

irm has developed a reputation as an organization of dedicated people who are sensitive to the needs of clients and who achieve the results clients expect through high levels of competency and commitment. **For 50 years,** GCW has developed extensive technical expertise, as well as differentiated itself in a highly competitive marketplace by expanding its resources in emerging technologies and combining those capabilities with a solid understanding of its clients' businesses. We offer comprehensive consulting services to public and private clients facing the challenges of new and aging infrastructure, sustainability and smart growth, program funding, and limited staff. GCW has the expertise to undertake challenging, time-sensitive infrastructure projects while responding to the critical need for sustainability.

Integral to GCW's past success is our commitment to providing engineering services in a timely fashion within budgetary and technical constraints. Great pride is taken in maintaining that reputation. In addition to the key personnel that will be committed to this project, GCW has a diverse range of civil and structural engineers and technical support staff with many years of knowledge and experience in their respective technical specialty areas. With over 100 technical and support staff members employed in Las Vegas, GCW maintains the flexibility to ensure adequate expertise and capabilities are provided to successfully complete all project deliverables within the specified timeframes and programmatic requirements as outlined by the project scope.

RCLCO

Since 1967 RCLCO has been the "first call" for real estate developers, investors, the public sector, and non-real estate companies and organizations seeking strategic and tactical advice regarding property investment, planning, and development. RCLCO leverages quantitative analytics and a strategic planning framework to provide end-to-end business planning and implementation solutions at an entity, portfolio, or project level. With the insights and experience gained over a half-century and thousands of projects–touching over $5B of real estate activity each year–RCLCO brings success to all product types across the United States and around the world.

RCLCO has expertise in five major areas: real estate economics, management consulting, investment strategy, asset management, and legal support. Our multidisciplinary team combines real world experience with the analytical underpinnings of thousands of consulting engagements. We develop and implement strategic plans that strengthen your position in a market or sector, add value to a property or portfolio, and mitigate value erosion.

Since we first opened our doors, RCLCO has been governed by our core values. We believe that excellence, integrity, honesty, respect, exceeding expectations, and quality are great goals that all firms must possess. These goals and values shape the culture and define the haracter of our firm. They guide how we behave and make decisions. Our extensive network provides us with a unique and comprehensive outlook on the industry, not to mention unmatched access to the best minds in real estate.

Ballard Spahr

Ballard Spahr was founded more than one hundred years ago. It maintains a national practice with over 650 lawyers in 15 offices. Bill Curran and Maren Parry, long-time real estate development and government relations attorneys, will lead the project's legal team, but they will draw on the experience and expertise of other lawyers throughout the firm on an as needed basis. Ballard Spahr has 125 lawyers in its Real Estate Department, making it one of the largest real estate practice groups in the country. Our method includes evaluating alternatives for zoning and regulatory approaches and tools. In 2016, *U.S. News and World Report* recognized the department as the country's Best Law Firm for Real Estate. Ballard Spahr's Public Finance Department, has done public finance work in all 50 states. *U.S. News and World Report* named Ballard Spahr as 2017's Public Finance Law Firm of the Year. The Public Finance department is consistently ranked among the top firms in the country each year for the amount of securities issued with our bond counsel opinions. Ballard's other departments are Litigation, Intellectual Property and Business and Finance. Each department contains a number of specialized practice groups. The firm also maintains an active network of relationship with leaders in virtually every area of endeavor and, when needed, can call on this network for the benefit of the firm's clients.

Richard Serfas

Richard T. Serfas is President of Richard T. Serfas & Associates. The collaborate group specializes in Urban Planning and Design, Land use, Entitlement and Regulatory Matters for Master Planned Communities and Mixed Use Development. Serfas has more than 45 years' experience in Urban Planning and Real Estate Development. He served as Vice President of Commercial Planning and Design for American Nevada Company (ANC) from 1999 to 2010. During his tenure with ANC he was responsible for the Planning and Entitlement of the Company's Retail, Office and Mixed Use Developments. The highly successful District at Green Valley was planned and developed in 2004 by ANC. Prior to that, he was project manager of Focus 2000/Marnell Corrao Associates in Las Vegas since 1996, where he was in charge of property acquisitions and development entitlements from 1989 to 1994. Prior to that, he was assistant director of the Clark County Department of Comprehensive Planning.

UBS

JBS is a leading global financial services firm and the world's largest wealth manager, with over $2.4 trillion of assets under management and approximately 60,000 employees across 50+ countries. As part of UBS's Global Wealth Management division, our Public Finance team has a powerful platform from which to offer underwriting services to our clients. Since 2017, when UBS announced its decision to re-enter the new issue negotiated market, the Firm has acquired top tier banking talent and dedicated significant resources to this sector. UBS now has more than 60 public finance professionals in 15 offices across the country. The Public Finance capital markets team has also been expanded

over the past year and now includes 37 sales and trading personnel across the country and a four-person underwriting desk dedicated to municipal bonds. UBS operates a five-person sales, trading and underwriting desk to focus on western credits, which is based in Los Angeles. UBS has strong, long-standing relationships with top tier institutional and international investors, the middle market, and an extensive retail network. Such relationships enable us to provide intelligent and aggressive bond pricing and the best execution for our clients. Our retail capabilities are bolstered by our approximately 6,500 financial advisors to wealth management clients across the country with nearly $87 billion in municipal holdings. Specific to the project, UBS maintains a strong wealth management presence in the State of Nevada with 68 employees in four offices, including 32 financial advisors (25 in our offices in the City of Las Vegas), who collectively manage $4.0 billion of client assets, including $335 million of municipal bonds in nearly 500 municipal accounts. UBS clients holds approximately $428.0 million of bonds issued by entities within the state of Nevada.

Upper Las Vegas Wash Vision Plan

Our team views the goals and objectives of the Upper Las Vegas Wash Vision Plan as "push ideas" -- as an incredible point of departure for a collaborative and innovative process to explore new ideas and create new models of development and, perhaps even new technologies. Working in partnership with the City of Las Vegas, Las Vegas City Council, Las Vegas City Staff, Las Vegas Planning Staff, Las Vegas Paiute Tribe, Clark County School District, ULI Nevada District Council, Southern Nevada Water Authority, Las Vegas Wash Coordination Committee, National Parks Service, BLM, US Department of Interior, US Department of Fish and Wildlife, Nevada Division of Forestry, adjoining property owners, Get Outdoors Nevada and other stakeholders, our team will work to "aim high in hope and work." Those "push ideas" include:

- Create a sustainable, resilient community that provides a range of housing options and commercial amenities to support the daily needs of its neighborhoods— ie., real neighborhoods with real full-time residents and real sense of community and place;
- Maximize the extensive open space opportunities and adjacencies to the Las Vegas Wash, the Paiute Tribal Lands, and the Tule Springs Fossil Beds National Monument, focusing on walkability and connectivity, both within the community through extensive trail systems and pedestrian friendly roadway systems, and to neighboring developments and roadways;
- Explore opportunities to integrate Tule Fossil Beds' and Paiute Tribe's rich history into the fabric, culture and land use patterns of the neighborhoods;
- Develop appropriate commercial uses that take advantage of job growth and the resulting demand for housing;
- Investigate design and construction strategies to reduce the cost of housing, such as integrating manufactured/pre-fabricated housing into the stick-built patterns so as to achieve greater affordability and broader pallet of architectural design and land use patterns.
- Develop creative solutions to address the Creech Air Force Base housing needs and explore ways to address: a) Creech's recruiting and retention issues relative to the lack of affordable housing; and b) any special issues relative to personnel being engaged in daily, highly stressful Overseas Contingency Operations and remotely piloted missions and then, without break, returning to their homes and neighborhoods; and
- Explore creative, innovative and educational amenities to attract families and children.

The following RSOQ response provides details about our team members, their extensive experience, and our planned approach to assist the City to achieve its Vision Plan.

Sincerely,

Phil Ralston
President
American Nevada Company, LLC

Mark Fine
President
Mark L. Fine Associates

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SECTION 1 TAB

RSOQ 190211-JH
Development Partner for Master Plan Northwest Las Vegas
Form A

FORM A – OFFER STATEMENT AND BUSINESS INFORMATION

This SOQ is submitted in response to RSOQ No. 190211-JH and constitutes an offer by this Offeror to enter into a potential Contract for the scope of services described herein. Execution of this document by the Offeror shall represent that the Offeror is familiar with all local conditions and utilized this knowledge when preparing this SOQ.

Legal Name of Offeror: American Nevada Company , LLC		DBA, if Applicable:
☐ Individual/Sole Proprietor ☒ Limited Liability Company ☐ Partnership ☐ Corporation (Incorporated in the State of _____)		
Address for Legal Notice: 2360 Corporate Circle Suite 330		
City: Henderson	State: NV	Zip: 89074
Phone No.: 702.990.2187	Fax No.: 702.990.5025	
Contact Name: Phillip Ralston		
Email Address: phil.ralston@anclv.com		
CLV Business License No:	☒ ATTACHED Copies of all licenses, registrations or certifications required herein.	

Contact Name for Insurance: Ruth Clark		
Phone No.: 702.990.2189	Fax No.: 702.990.2189	Email Address: ruth.clark@greenspuncorp.com
Insurance Agency Contact (Optional): Ruth Clark		
Phone No.: 702.990.2189	Fax No.: 702.990.2189	Email Address: ruth.clark@greenspuncorp.com

The Offeror is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following addenda:

Addendum No.	1	Initial PhR	Addendum No.	Initial	
Addendum No.	2	Initial PhR	Addendum No.	Initial	
Addendum No.	3	Initial PhR	Addendum No.	Initial	

The undersigned Offeror has received, read and fully understands and agrees to all terms, conditions and specifications set forth in the attached RSOQ. The Offeror hereby agrees to contract with the City to perform all work and/or furnish all the materials specified in the manner and time therein prescribed in the RSOQ. By signing below, I certify under penalty of perjury that all information provided to the City is truthful and correct.

*Authorized Representative's Signature: P.R. Ralston Date: 4.25.19

Authorized Representative's Name: (Print) Phil Ralston Title: President

Authorized Signature: The signer declares under penalty of perjury that she/he is authorized to sign this document and bind the Offeror or organization.

FOR INFORMATIONAL PURPOSES ONLY

Is this Offeror a Minority, Women or Disabled Veteran Business Enterprise? ☒ No ☐ Yes If "Yes" Specify ☐ MBE ☐ WBE ☐ DVBE

Has this Offeror been certified as a Minority, Women or Disabled Veteran Business Enterprise?
☒ No ☐ Yes If "Yes" Specify Certifying Agency _____ (***Attach a copy of your certification***)

SECRETARY OF STATE

STATE OF NEVADA

CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, Barbara K. Cegavske, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **AMERICAN NEVADA COMPANY, LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since November 18, 2002, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 8, 2019.

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

Electronic Certificate
Certificate Number: C20190408-0724

State of Nevada Board

of Landscape Architecture

Christopher Crawford

License # 729

Expires: June 30, 2019

Is a Registered Landscape Architect

in Good Standing in the State of Nevada

Authorizing Signature

Ellis L. Antuñez, FASLA, Executive Director

RSOQ 190211 JH
DEVELOPMENT PARTNER FOR MASTER PLAN NORTHWEST LAS VEGAS

SECRETARY OF STATE

STATE OF NEVADA

CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, Barbara K. Cegavske, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **WSP USA BUILDINGS INC.**, as a corporation duly organized under the laws of New York and existing under and by virtue of the laws of the State of Nevada since October 25, 2012, and is in good standing in this state.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on April 23, 2019.

Barbara K. Cegavske

Barbara K. Cegavske
Secretary of State

Electronic Certificate
Certificate Number: C20190423-1089

NEVADA STATE BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

STATE OF NEVADA
BOARD OF PROFESSIONAL ENGINEERS AND LAND SURVEYORS

CERTIFICATE OF REGISTRATION

GCW, INC.

IS HEREBY REGISTERED TO OFFER PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES IN THE STATE OF NEVADA

January 01, 2019
Date Of Registration

December 31, 2019
Expiration Date

Executive Director

State Bar of Nevada

Certificate of Good Standing

IT IS HEREBY CERTIFIED that **William P. Curran,**

Bar Number 49 was admitted by the Supreme Court of the State of Nevada on **09/16/1974** as an Attorney and Counselor at Law duly licensed to practice in all courts of the State of Nevada. It is further certified that **William P. Curran** is now an **Active** member of the State Bar of Nevada in good standing.

DATED Wednesday, March 27, 2019.

Michael Guttadaro
Member Services Administrator
State Bar of Nevada

State Bar of Nevada

Certificate of Good Standing

IT IS HEREBY CERTIFIED that **Maren Parry,**

Bar Number 9643 was admitted by the Supreme Court of the State of Nevada on **10/20/2005** as an Attorney and Counselor at Law duly licensed to practice in all courts of the State of Nevada. It is further certified that **Maren Parry** is now an **Active** member of the State Bar of Nevada in good standing.

DATED Wednesday, April 03, 2019.

Elizabeth M Pastore
Member Services Administrator
State Bar of Nevada

State Bar of Nevada

Certificate of Good Standing

IT IS HEREBY CERTIFIED that **Brent R. Heberlee,**

Bar Number 5019 was admitted by the Supreme Court of the State of Nevada on

10/04/1993 as an Attorney and Counselor at Law duly licensed to practice in all courts of

the State of Nevada. It is further certified that **Brent R. Heberlee** is now an

Inactive member of the State Bar of Nevada in good standing.

DATED Wednesday, April 03, 2019.

Elizabeth Pastore

Elizabeth M Pastore
Member Services Administrator
State Bar of Nevada

UBS

UBS Financial Services holds all current Federal and State licenses and registrations required to serve as an underwriter on financings. Additional information may be obtained at FINRA Broker check website: **https://brokercheck.finra.org/**.

Shawn Dralle, Executive Director, holds the FINRA Series 53 and 24 licenses.

RSOQ 190211 JH
DEVELOPMENT PARTNER FOR MASTER PLAN NORTHWEST LAS VEGAS

SECTION 2 TAB

Section 2 – Project Approach

Section 2(a)

(a) Describe the proposed approach for the scope of work outlined in Section 1.1. listed above; including but not limited to how Offeror will comply with the development standards and community amenities as outlined in the Upper LV Wash plan, and the itemized list of (a)-(u).

Response:

Drawing on our wealth of experience, the ANC-Fine team believes the most effective and efficient way to deliver this project is to utilize a multiple-phased approach. The initial phase of work will be to further develop, analyze and refine the plan as presented in the Upper Las Vegas Wash Vision Plan. Rigorous testing of the Plan's feasibility from a marketability and deliverability perspective is essential in the initial phase to ensure a successful Project, both physically and economically. This work would represent Phase 1 of our process/ project approach.

The findings in Phase 1 will be instrumental to the Developer for assisting the City with the completion of the following:

- Appraisal – The completion of the appraisal must occur in conjunction with the completion of the feasibility process in order to accurately appraise the land based on a residual land value approach.
- Development Agreement – Phase 1 will result in a feasibility analysis that will be used as the basis for a conceptual plan that meets market demands. It also will guide the details of development standards necessary to deliver the community in a manner that will achieve the goals of the feasibility process, while also meeting the City's goals and objectives for the overall community.

The following multi-phase approach identifies the major steps required in an effective Master Planned Community development process. The various Scope of Work items identified in the RSOQ will be addressed throughout the development process. They are not detailed here, but will be part of the detailed work flow identified in preparation for the development of the community, either in the master developer's scope of work, or in the sub-consultants' or home builders' scopes of work.

Phase 1 – Feasibility

1. Using the following work plan outline, develop a budget for the work from initial activities through feasibility and the City's decision whether to proceed.
2. Opportunities and Constraints
    a. Team members will study the existing attributes of the land, both physical and environmental, to determine opportunities and constraints for development of the land relative to the Vision Plan. The team also will meet with stakeholders to understand their various interests. This process may include:
        i. Evaluate site topography – Survey for physical or title constraints
        ii. Evaluate the environmental conditions – Phase 1 site assessment
        iii. Review archeological conditions
        iv. Assess locations of offsite infrastructure, and requirements to support the Vision Plan (e.g., utilities, roadway connectivity to the south and to US-95)
        v. Study drainage for opportunities to redirect flows across the site to achieve as many of the open space goals and objectives of the Vision Plan as possible
        vi. Assess impact of overhead power lines running along the boundary of the site, and through the site
        vii. Assess the view and open space opportunities arising from the sloped terrain, and from the adjacencies to the Paiute lands, the Las Vegas Wash and the Tule Springs Fossil Beds National Monument (National Monument)
        viii. Meet with City and Air Force to understand USAF needs and desired outcomes
        ix. Meet with City and Paiute representatives (tribal council) to ensure that development is harmonious with the Snow Mountain Reservation.
3. Land plan
    a. Assess the impacts of the opportunities and constraints determined above on the illustrative plan developed in the Vision Plan, which may impact the following:
        i. Roadway networks
        ii. Land uses
        iii. Residential product mix and densities
        iv. Commercial product types
        v. Open spaces and other community amenities
        vi. Schools, fire station, maintenance facilities, reservoirs and other public infrastructure
    b. If necessary, develop a revised conceptual plan taking into account the opportunities and constraints.
    c. If changes due to physical, environmental or archeological constraints are material, review revised conceptual plan with City before proceeding to feasibility.

4. Feasibility

Market and financial analysis – conduct economic studies based on the revised plan:

a. Market Analysis
   i. *Site Evaluation.*
   ii. *Regional Socioeconomic Analysis.*
   iii. *For-Sale Residential.* Evaluate for-sale residential development opportunities.
   iv. *Commercial Land Uses.* Analyze the market potential for candidate land uses (multifamily apartments, senior housing, office, retail, hospitality, military).
   v. *Conclusions and Recommendations.* Analyze all of the above and assemble development recommendations for the subject property.
   vi. *Development Opportunities Matrix.*
   vii. *Development Recommendations.*
   viii. *Phasing Strategy.*

b. Financial Analysis
   i. *Financial Feasibility.* RCLCO proposes to develop a detailed financial model with a 20-year operating horizon to both ensure that the project is buildable given the economics of the regional construction marketplace, and also to "optimize" the project

5. Assess impact of market study results on conceptual plan
   a. Determine whether changes to the plan are necessary to meet market conditions; revise conceptual plan as appropriate
      i. Product mix, densities – residential
      ii. Product mix – non-residential
      iii. Conceptual plan
      iv. Amenities, open spaces
      v. Phasing
      vi. Timeline
      vii. Share revisions to conceptual plan with various stakeholder groups for feedback
      viii. Evaluate consistency with Upper LV Wash Vision Plan; review with City
      ix. USAF housing requirements and financial structure
   a. Develop an economic model
      i. Based on the market studies and revised conceptual plan, as applicable, develop assumptions for phasing the development of the community.
      ii. Create a timeline for delivery of development phases
      iii. Developer and sub-consultants will forecast revenues and development costs based on the assumptions addressed above
      iv. The Developer will survey debt financing resources for proposed financing structures/vehicles to be used. These likely will include at least (1) a conventional acquisition and development loan (A&D loan), and (2) an improvement district bond (LID/SID).
      v. Developer will survey home builders as to participation in a builder consortium as a means to supplement funding of initial development costs.
   c. Develop Proforma (without land value)
      i. Developer will create a draft proforma from the information above. This will be done before the land value is finalized. The Developer will propose a land value that considers the information above. The resulting draft proforma will be presented to the City for reference in the appraisal process, as discussed below.
6. Appraisal of land – The feasibility process should conclude with the determination of the land residual value based on the results of the process above. The Developer and Sub-consultants will work with the City and the BLM to complete the appraisal process.
7. Review of Phase 1 results and appraisal by City; City approval to proceed

Phase 2

1. The Developer and City will negotiate the terms of a purchase and sale agreement for take down of the land by the Developer.
2. Developer will begin negotiating debt financing agreements with lender(s). In addition, if an improvement district is deemed appropriate, Developer and City will begin the underwriting process.
3. The Developer understands that the City and the BLM may make significant progress on the form of development agreement prior to this point. Once the feasibility process is completed, and the City and the BLM have affirmed the decision to proceed with the sale and development of the land, the Developer and sub-consultants will assist them with incorporation of the revised plan attributes into the detail of the development agreement. This may include:
   a. Meeting with City staff, attorneys and consultants to understand the City's specific requirements for the development agreement.
   b. Review existing codes and evaluate changes to this development agreement scope necessary for the City to achieve its goals and objectives for the Vision Plan.

c. Evaluate the impact of development agreement requirements on the delivery of development phases, physically and financially.
d. As necessary, revise the conceptual plan and the proforma accordingly.
e. Assist the City in preparation of a final development agreement document to be adopted by the City Council.

4. The Developer and sub-consultants will prepare conceptual design themes for use throughout the community as guidelines for the overall visual character and style of the community. This may include sketches, elevations, plans and photos illustrating proposed improvements at community entry points and in amenity and open space areas.
5. The Developer and sub-consultants will create the specific development plan for each phase of development (consistent with the proforma). Beginning with the first phase, we will prepare a timeline and development and marketing plans that address the following:
    a. Engineering Plans
    b. Offsite and onsite utility plans
    c. Roadway plans
    d. Tentative maps
    e. Completion of offsite infrastructure
    f. Completion of onsite infrastructure
    g. Determination of main marketing entry to project
    h. Completion of overall project amenities (e.g., sales center, major community amenities, open spaces)
    i. Completion of amenities for each development phase (e.g., neighborhood parks, trails)
    j. Marketing (1) to broader market, awareness, brand identity, (2) to homebuilders for subdivision takedowns, and (3) to commercial developers.

    The Developer will negotiate/contract with sub-consultants in the various project disciplines necessary to complete each development phase. The developer will negotiate sales agreements with homebuilders and commercial developers.
6. Based on the development plan, the Developer will create appropriate master and sub-associations for the overall community, and for residential subdivisions or commercial parks. Where appropriate, CCRs will be created and recorded to insure that neighborhoods and commercial parks (1) are developed pursuant to standards and guidelines consistent with the goals and objectives of the conceptual plan, and (2) are operated pursuant to a consistent set of rules and regulations applied throughout the community. The Developer will oversee the management of the associations until such time as association boards transition to non-Developer control.

Section 2(b)

(b) Describe the project management methodologies, strategies, and systems to be used by the firm.

Response:

Project management methodologies and strategies

a. Team approach
    i. The Developer has assembled a multi-disciplined team of development professionals that have extensive experience in master planned community planning, design, development and management. Perhaps most importantly, many of the team members have worked together numerous times on similar projects. We have established effective and efficient lines of communication, have a collaborative mindset for problem solving, and have a proven successful track record of delivering projects on-time and on-budget.
    ii. Executive oversight and guidance of the project will be provided by ANC and Fine. The strength of this leadership duo is their ability to share a clear vision of the Project keeping the team focused and on task.
b. Team members (sub-consultants), each with an established track record of success in their specific areas of expertise relative to master plan community development (economics, engineering, land planning, urban design, sustainability, military housing, entitlement/legal, financing, etc.), will assume responsibility for segments of the development process according to each sub-consultant's area of expertise.
c. Developer will establish accountability for delivery of services in a timely manner.
d. The Developer and each sub-consultant have indicated adequate allocation of staff to conduct the services necessary for this project. In addition, our team's wealth of local experience ensures that there is no "learning curve" with respect to agency procedures and requirements, which results in a streamlined project delivery.
e. This project requires a phased process approach of evaluation and development to meet the objectives and expectations of the City.
    i. The initial efforts will determine the feasibility of developing the land in accordance with the Vision Plan. Where improvements are recommended by the team based on market evaluations and financial considerations, the team will get input from the various project stakeholders. Advise the City on pros and/or cons of proposed revisions, if any, and allow the City to decide to proceed or to adjust the plan vision and re-evaluate feasibility, if necessary.
    ii. Provide recommendations for the phased delivery of the project according to market demand.

iii. The developer team will monitor market conditions throughout the development process for changes impacting feasibility (demand, costs, absorption, etc.). As needed, Developer will review market conditions with City staff and council to determine any changes to development strategies.

f. The team will provide detailed financial analyses throughout the development process to ensure a viable, stable, and successful project for the City and Developer (discussed in more detail below).

g. We recommend and propose frequent, regular communication with City staff (and Council as appropriate)

h. We also recognize the importance of stakeholder engagement in this process. Involvement of stakeholder groups throughout the project lifecycle will help develop trusted partnerships resulting in a win for all parties.

Systems

1. The development team members will adapt their existing systems and implement as appropriate for each area as follows:
    a. Monitor market conditions, changes, impacts on feasibility, demand, delivery, absorption, phasing
    b. Forecasting, accounting and reporting
    c. Scheduling
    d. Marketing
    e. Staffing

Section 2(c)

(c) Describe the firm's approach to respond, under limited notice, to meetings and field visits with quick turnaround as needed in local emergency situations.

Response:

Most of our team members, including both co-developer team members, are located in southern Nevada. We have done significant work locally and have developed management and field teams that are responsive to owner inquiries and inspections. Team members are available and able to respond to project situations that require immediate attention. We will communicate with City staff on a frequent basis throughout the project. If the City requires immediate project access, or if project emergencies arise, our team members will have staff available to respond in a timely and appropriate manner.

Section 2(d)

(d) Identify budgeting, scheduling, and quality assurance processes and any other pertinent information the evaluators should be made aware of to properly evaluate the competence and qualifications of your firm to perform services for this project.

Response:

The Developers and team members have developed budgeting, scheduling and QA/QC processes that are used on a regular basis. For this project the Team will do the following:

1. In conjunction with the feasibility analysis, budgeting systems will be developed specific to the City's project to allow timely (1) monitoring of revenues and development costs, and (2) adjustment of budgets and forecasts.
2. A detailed scheduling system will be established to monitor progress throughout the project's life.
3. Quality assurance programs will be developed to allow continuous monitoring and evaluation of performance to standards agreed upon with the City.
4. Appropriate reporting guidelines and approval processes will be implemented to monitor and report project variances and plan adjustments.
5. A working group will be established to include representation from all critical project team members including the City. Standing agenda items will include budget, schedule and compliance, and meetings will be scheduled weekly (or more frequently as required).

SECTION 3 TAB



Section 3(a) – Summary of Relevant Company Experience

American Nevada
c o m p a n y
A Greenspun Company

American Nevada Company (ANC), as Offeror and Developer, and Mark L. Fine & Assoc. (Fine), as Co-Developer, form a strong leadership group for our development team. Each has a long and successful history of master planned community development in southern Nevada. Our Relevant Company Experience is summarized below.

Nevada

Green Valley

Green Valley, American Nevada Company's flagship community, is located in Henderson, Nevada and was the first master planned community in the Las Vegas valley. American Nevada Company broke ground on the 7,100-acre community in 1978 and it quickly received national recognition by the Urban Land Institute as a prototype of an outstanding master planned community. It is now home to over 75,000 people.

Green Valley Ranch

Green Valley Ranch, located in Henderson, is a 1,310-acre master planned community that was completed in 2002. It features a carefully planned mix of land uses with over 4,000 homes. Recreational amenities include parks, open space areas, pedestrian and bike paths, and Liberty Pointe, an element of this community featuring a performing arts pavilion, multi-generational recreation and aquatic center and a library. Also located in Green Valley Ranch are The District, a unique metropolitan lifestyle center; the upscale Green Valley Ranch Resort/Hotel Casino; two corporate centers; two neighborhood shopping centers; a medical center; schools; and houses of worship.

Seven Hills

Seven Hills is a Henderson, Nevada master planned community situated on 1,300 hillside acres in the rolling foothills of the Black Mountain Range. Its 25 neighborhoods encompass more than 2,500 homes including approximately 300 custom estate homes. Several miles of pedestrian walkways and bikeways and four large city parks are located within Seven Hills. The community was completed in 2003.

Aliante

The Aliante master planned community is located in North Las Vegas at Aliante Parkway and the northern 215 beltway. The 1,900+ acre community consists of a primary village and an active adult village with approximately 6,500 homes. The master plan incorporates residential, commercial, recreational, and public uses arranged by a comprehensive plan designed to complement the lifestyles of its residents. The Aliante Casino is located at the north end of the community. Aliante opened in May 2003 and quickly became one of the fastest selling communities in the valley.

Arizona

Mission Peaks

An affiliate of American Nevada Company (ANC) was responsible for the assemblage, planning and entitlement for the master planned community of Mission Peaks/Rancho Maria, just south of Tucson, Arizona. Mission Peaks was planned for up to 15,000 homes on approximately 4,200 acres. The project subsequently was sold.

Texas

Meridiana

When the owner of approximately 2,000 acres in Brazoria County, about 30 minutes south of Houston, Texas, wanted to create a master planned community, ANC was brought in as a partner. ANC assisted with the remaining assemblage, bringing the land holdings to approximately 3,000 acres. ANC also was responsible for land planning and design, and for the master planned entitlement. ANC subsequently sold its interest in Meridiana back to its partner.

MARK L. FINE
& ASSOCIATES

Mark L. Fine has been an active real estate developer in Las Vegas for more than 40 years and has played a central role in developing many of our valley's most beloved master-planned communities. Dating back to the early 1970's, when he was president of American Nevada, for 17 years he guided the development and growth of Green Valley, Las Vegas' first large scale master-planned community.

Fine then became an instrumental part of establishing Summerlin and was responsible for launching the community during his four years as president of the Summerlin division of The Howard Hughes Corporation. Summerlin quickly became the nation's fastest selling community and today is home to more than 100,000 people.

As Senior Advisor/Partner with Focus Property Group, Fine assembled consortiums of builders and worked closely with the BLM to acquire property and manage all of the pre-development work for the Mountains Edge, Providence and Inspirada master-planned communities.

Fine created Mark L. Fine & Associates in 1976 and Fine Properties in 2005 with his son, Jeffrey Fine, to focus on the development of unique and high-end retail and office projects, including Hills Center North Business Park, Canyon Pointe Shops, Gardens Plaza, and the Las Vegas Metropolitan Police Headquarters complex near downtown.

ANC and Fine have developed significant relationships with seasoned professionals in all areas of expertise relevant to master planned community development. Our team is indicated in Section 4 on Form C, along with bios and selected project summaries.

FORM B – PAST PERFORMANCE

PROJECT NAME & LOCATION	ROLE		PROJECT OWNER'S NAME & ADDRESS	OWNER REPRESENTATIVE'S NAME & PHONE	PROFESSIONAL OR KEY STAFF MEMBER / ROLE (P)=Prime
	PRIME	SUB			
Aliante	X	X	North Valley Enterprises, LLC 2360 Corporate Circle Suite 330 Henderson, Nevada 89074	Phil Ralston 702-990-2187	(P)Phil Ralston-executive management Chris Crawford- Sun City land plan Johnnie Pate-engineer,transportation B.Gardner-market analysis (RCLCO) Richard Serfas-entitlement
Green Valley/ Green Valley Ranch	X	X	American Nevada Co. (& affiliates) 2360 Coporate Circle Suite 330 Henderson, Nevada 89074	Phil Ralston 702-990-2187	(P)Phil Ralston-executive management (P)Mark Fine-executive management Richard Serfas-entitlement Johnnie Pate-engineer,transportation G.Kaufman-market analysis (RCLCO)
Summerlin	X	X	The Howard Hughes Corporation 12301 Wilshire Boulevard Suite 315 Los Angeles, CA 90025	Christopher Curry 310-481-9327	Adam Ducker-market analysis Johnnie Pate-engineer,transporation (P)Mark Fine-executive management
Hawaii Regional Housing Privatization Project	☐	X	Department of the Navy c/o Forest City, Brookfield Asset Management Brookfield Place New York 250 Vesey Street, 15th Floor New York, New York 10281	Denise Gammon previously with Forest city 303-810-6345	Tom Lyon-Architect
Headwaters Dripping Springs, TX	☐	X	Freehold Communities 48601 Ranch Road 2222 Building 1, Suite 260 Austin, TX 78730	Matt Matthews 512-265-5305	Chris Crawford-Land Planner Dennis Tonsor-Land Planner

Aliante | North Las Vegas, Nevada

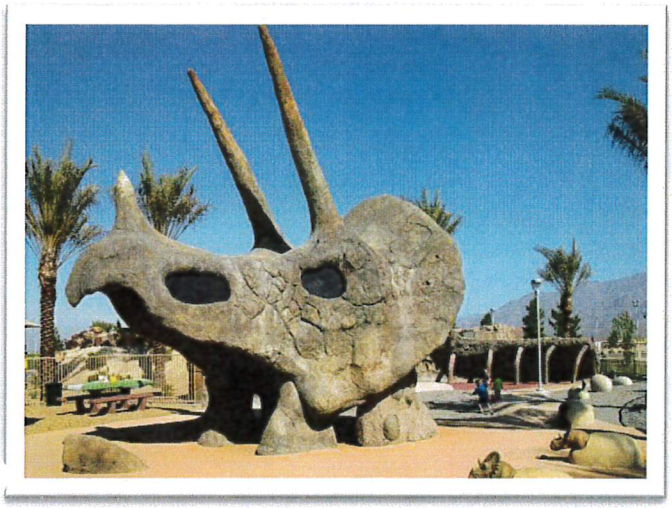
American Nevada
company
A Greenspun Company



SIZE
~ 1,900+ acres
HOMES
6,500
SCOPE
Place Making, Master Planning, Entitlement, Development

PROJECT DESCRIPTION

Aliante is 1,900+ acre mixed-use master planned community located in North Las Vegas. The work scope included water and sewer master plans; master conceptual and technical drainage studies; water, sewer, and roadway infrastructure designs; bridge and interchange design; subdivision improvement plans; and extensive coordination with utility purveyors, North Las Vegas, CCRFCD, CCPW, and other consultants. The community has approximately 6,500 homes, 428 acres of recreational and public use including a golf club and three city parks, commercial centers, and a casino. Other features include the 20-acre Nature Discovery Park with a scenic lake as well as a natural arroyo and a 24-mile interconnecting trail system.





Green Valley|Green Valley Ranch, Henderson Nevada

American Nevada
company
A Greenspun Company



PROJECT DESCRIPTION

Green Valley, American Nevada Company's flagship community, is located in Henderson, Nevada and was the first master planned community in the Las Vegas valley. American Nevada Company broke ground on the 8,400-acre community in 1978 and it quickly received national recognition by the Urban Land Institute as a prototype of an outstanding master planned community. It is now home to over 75,000 people. Included in Green Valley is the 1,310-acre Green Valley Ranch.

Green Valley Ranch, is a 1,310-acre master planned community that features a carefully planned mix of land uses with over 4,000 homes. Recreational amenities include parks, open space areas, pedestrian and bike paths, and Liberty Pointe, an element of this community featuring a performing arts pavilion, multi-generational recreation and aquatic center and a library. Also located in Green Valley Ranch are The District, a unique metropolitan lifestyle center; the upscale Green Valley Ranch Resort/Hotel Casino; two corporate centers; two neighborhood shopping centers; a medical center; schools; and houses of worship.



SIZE

~ 8,400+ acres

RESIDENTS

75,000

SCOPE

Place Making, Assemblage, Master Planning, Entitlement, Development

RCLCO
REAL ESTATE ADVISORS

SUMMERLIN
LAS VEGAS, NEVADA





Summerlin is an expansive master-planned community west of Las Vegas, initially built and administrated by the Howard Hughes Corporation. RCLCO has played an advisory role in Summerlin's development since its inception by leveraging our extensive experience and knowledge of Las Vegas real estate markets. RCLCO has presented findings to Summerlin on new construction strategies, demand for home builders, different home sizes, and projected costs for new homes in the community.

Project Type:
Downtown Revitalization
Market Analysis

Condition of Land:
Master-Planned Community

Product Type:
Detached SF Homes

Client: The Howard Hughes Corporation

Project Reference:
Christopher Curry
Senior EVP, Development
The Howard Hughes Corporation
12301 Wilshire Boulevard
Suite 315
Los Angeles, CA 90025
P: (310) 481-9327
E: chris.curry@howardhughes.com

11601 WILSHIRE BOULEVARD, SUITE 1650, LOS ANGELES, CA 90025 P: (310) 914-1800 W: RCLCO.COM
AUSTIN | LOS ANGELES | ORLANDO | WASHINGTON, DC

HAWAII Regional Housing Privatization Project

DEPARTMENT OF THE NAVY

PEARL HARBOR, HAWAII

PROJECT DATA

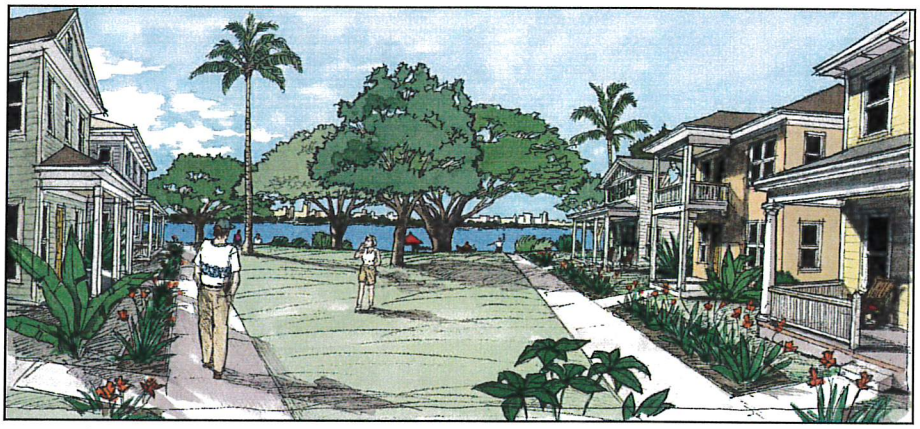
OWNER
Department of the Navy

CLIENT
Forest City Enterprises

SITE
Five neighborhoods in Pearl Harbor area

PROJECT SIZE
Approximately 2,000 Residential Units

COMPLETION DATE
Project awarded to Forest City
Summer, 2003



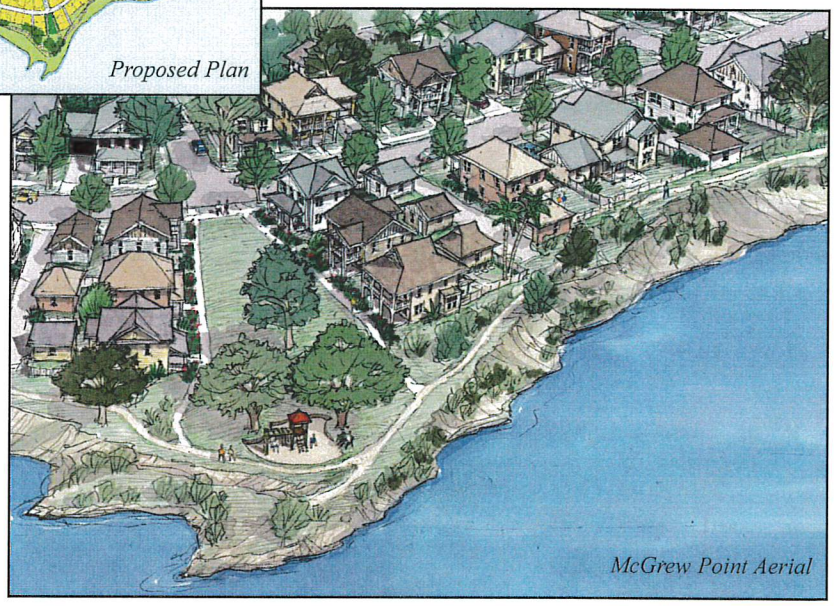
Homes face a green court which serves as a semi-public park space and provides pedestrian connections to other amenities.

PROJECT DESCRIPTION

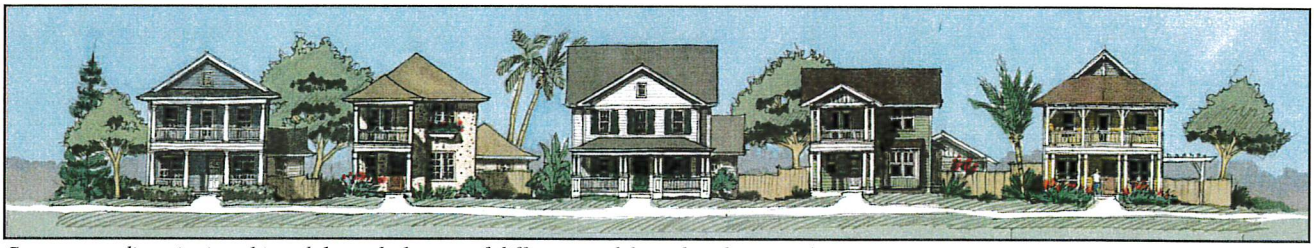
The Navy Hawaii Regional Housing Privatization Project consists of roughly 2,000 units in five family housing sites surrounding Pearl Harbor. The solution for three of the five sites involved total demolition and redevelopment, while the other two sites required major renovations. In every case, site planning and architectural designs were chosen to encourage neighborly interaction and promote a sense of community so important to the transient lifestyles of military families. Also, designs were created to blend with the island architectural styles and respond to local climate conditions. As many as 20 different plans in single-family and duplex configurations, each with three or four elevation variations, were created to meet the program requirements and provide streetscape diversity. The plans range from relatively simple three-bedroom homes for enlisted men and women to larger homes with more amenities for higher-ranking officers. Each single-family plan has four variations of garage placement to allow for unique site conditions and to help avoid magnificent mature trees.



Proposed Plan



McGrew Point Aerial



Streetscape diversity is achieved through the use of different models and architectural treatments.

HEADWATERS

Freehold Communities

Dripping Springs, TX



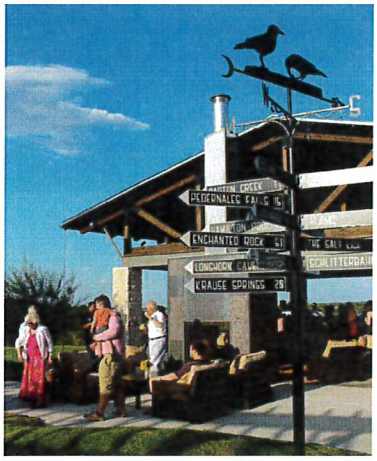
SIZE
1,500 acres

SCOPE
Master Planning
Entitlements
Thematics
Design Guidelines
Landscape Architecture

PROJECT DESCRIPTION

This Dripping Springs community features the Texas hill country's majestic views, abundant wildlife, and rolling hills. Our design team created a master plan concept that integrates smaller residential lots adjacent to over 1,000 acres of vast open spaces.

Headwaters' signature contemporary style is informed by the former ranch land's heritage and timeless geography. Eight miles of scenic trails and inspiring greenspaces like Homestead and Headwaters Park were designed for picnics and stargazing, while landmark features and small scale destinations were put in place to encourage exploration. At the heart of the community is HW Central, a massive and welcoming recreational complex with a resort-style pool, state-of-the-art fitness center, and a laid-back clubhouse. The Headwaters design embraces healthy living, community engagement, new home design, connectivity, and environmental stewardship.





SECTION 4 TAB

FORM C – KEY PERSONNEL

NAME	DISCIPLINE / EXPERTISE	TITLE	RESIDENT OF NEVADA OR CLARK COUNTY?	As applicable, Certification(s)	EDUCATION DEGREE / YEAR	YEARS OF EXPERIENCE	
						FIRM	CAREER TOTAL
Phil Ralston	Master Plan Development	President, ANC	Yes	N/A	BSBA/1984	27	33
Paul Hamilton	Master Plan Development	CEO, Principal Greenspun Corp.	Yes	N/A	MBA/2005	8	22
Mark L. Fine	Master Plan Community Developer	President, Mark L. Fine Associates	Yes	N/A	BS/1968	45	50
Chris Crawford	Land Planning	President, RVi	No	Nevada PLA No. 729	Texas A&M University, BSLA, 1986	26	33
Dennis Tensor	Land Planning	Director of Planning, RVi	No	N/A	Kansas State University, BSLA, 2006	14	14
David O'Neil	Developer	CEO, Brynn Grey/Wolff Lyon Architects	No	JD	Masters, Juris Doctor	25	35
Tom Lyon	Architect	Partner, Brynn Grey/Wolff Lyon Architects	No	AIA	Masters	25	35
Melissa Sherburne	Planner	Director, Brynn Grey/Wolff Lyon Architects	No	AICP, LEED AP	Masters	5	18
Joshua Radoff	Sustainability	Senior Vice President, WSP USA	No	LEED Fellow	M.S., Sustainability Energy Engineering, 2000	13	17
Bob Murnane	Civil Engineer	Senior Vice President, GCW, Inc.	Yes	NV PE-9680	BS/1987	1	29

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FORM C – KEY PERSONNEL

NAME	DISCIPLINE / EXPERTISE	TITLE	RESIDENT OF NEVADA OR CLARK COUNTY?	As applicable, Certification(s)	EDUCATION DEGREE / YEAR	YEARS OF EXPERIENCE	
						FIRM	CAREER TOTAL
Gia Nguyen	Civil Engineer	Senior Vice President, GCW, Inc.	Yes	NV PE-14918	BS/1994	16	27
Johnnie Pate	Civil Engineer	Vice President, GCW, Inc.	Yes	NV PE-11534; PTOW- 937	ME/1994 BS/1988	25	29
Todd LaRue	Real Estate Economics	Managing Director, RCLCO	No	N/A	Emory University, MBA - Real Estate & Finance 2004 University of Virginia, BS - Civil Engineering, 1995	15	23
Adam Ducker	Real Estate Economics	Managing Director, RCLCO	No	N/A	Columbia University, Masters & B.A. Urban Studies, 1996, 1993	17	22
Bill Curran	Real Estate, Zoning & Land Use Lawyer	Partner, Ballard Spahr LLP	Yes	N/A	J.D. 1972	12	47
Maren Parry	Real Estate, Zoning & Land Use Lawyer	Counsel, Ballard Spahr LLP	Yes	LEED Green Associate Attorney	J.D. 2005	12	14
William C. Rhodes	Finance	Partner, Ballard Spahr LLP	No	JD	J.D. 1991	25.5	27.5
Brent Heberlee	Government Relations & Public Policy Lawyer	Of Counsel, Ballard Spahr LLP	No	N/A	J.D. 1993	4 months	26
William A. Hicks III	Public Finance Lawyer	Senior Counsel, Ballard Spahr LLP	No	N/A	J.D. 1967	11	52
Richard T. Serfas	Urban Design Planning Real Estate Development	President, Richard T. Serfas & Associates	Yes	AICP	MPA-Penn State 1975 MS RED-Colombia University 1995	10	45
Shawn Dralle	Investment Banking	Executive Director, UBS	No	FINRA Series 53	Masters	2	30

PHILLIP RALSTON | PRESIDENT

American Nevada Company



Phillip N. Ralston is the president of American Nevada Company, that specializes in the design and development of master-planned communities, commercial developments and residential properties. He oversees all aspects of ANC's operations including development and financing activities. During his tenure Mr. Ralston has been responsible for the origination and negotiation of over $1 billion in financing transactions, and in the planning development and management of 15,000 acres of master planned community property and of 2.7 million square feet of commercial property.

PAUL HAMILTON | PRINCIPAL

The Greenspun Corporation



EDUCATIONAL BACKGROUND AND CERTIFICATIONS

MBA, Graziadio School of Business, Pepperdine University
Directors' Consortium Graduate, Fall 2015 (joint offering by Chicago Booth School of Business, Stanford Business School, and the Tuck School of Business at Dartmouth)
Licensed Real Estate Broker, Nevada
Chairman of the Board, American Nevada Company
Board Member, Telesphere
Board Member, Vegas.com
Board Member, Candlelighters for Childhood Cancer

SENIOR LEADERSHIP

Mr. Hamilton currently serves as the President and CEO for The Greenspun Corporation, overseeing all operations of the corporate conglomerate that has significant investment positions in print and electronic media publications, travel and tourism, real estate, and gaming. Mr. Hamilton's efforts at TGC have made a tremendous impact on the financial performance of the companies, increasing overall asset value by approximately 300% within his first two years. In addition, Mr. Hamilton has helped re-solidify TGC's position in the community through his extensive network of relationships and hands-on-leadership approach.

MARK FINE | PRESIDENT

Mark L. Fine & Associates



Mark L. Fine has been an active real estate developer in Las Vegas for more than 40 years and has played a central role in developing many of our valley's most beloved master-planned communities dating back to the early 1970's when he was president of American Nevada, where for 17 years he guided the development and growth of Green Valley, Las Vegas' first large scale master-planned community.

Fine's vision for Green Valley was revolutionary for Las Vegas, which at the time was defined by general sprawl. It was important for Fine to not just build homes, but to create communities in which residents would take a sense of pride. Fine made open spaces, parks, public art, schools and libraries priorities. His public art program was embraced by the community and was rated "Best of the Best" by the Las Vegas Review-Journal. During Fine's tenure, Green Valley became one of the nation's fastest growing communities and today is home to more than 75,000 people. Fine then became an instrumental part of establishing Summerlin and was responsible for launching the community during his four years as president of the Summerlin division of The Howard Hughes Corporation. Summerlin quickly became the nation's fastest selling community and today is home to more than 100,000 people.

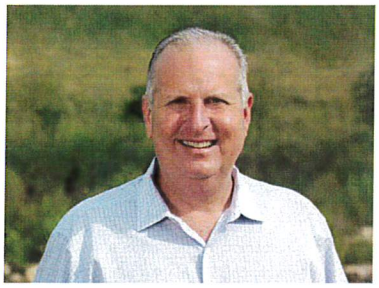
As Senior Advisor/Partner with Focus Property Group, Fine assembled consortiums of builders and worked closely with the BLM to acquire property and manage all of the pre-development work for the Mountains Edge, Providence and Inspirada master-planned communities. Fine created Mark L. Fine & Associates in 1976 and Fine Properties in 2005 with his son, Jeffrey Fine, to focus on the development of unique and high-end retail and office projects, including Hills Center North Business Park, Canyon Pointe Shops, Gardens Plaza, and the Las Vegas Metropolitan Police Headquarters complex near downtown.

Actively engaged in the community, Fine served on the Southern Nevada Strategic Planning Authority and the Andre Agassi Foundation Board of Directors; was the past president of the board of Class! Publications; and was a National Trustee of the National Jewish Medical and Research Center, the top respiratory hospital in the United States. Fine is a dedicated advocate for quality education and in addition to his work as former chairman of the UNLV Foundation and chairman of the UNLV Research Foundation Board of Directors, was the founding director of the Clark County Business School Partnership Program. In 2007 he adopted Booker Empowerment Elementary School and has worked closely with administrators to create and fund value added programming for the school. In recognition of his long-term dedication to the Clark County School District, Mark L. Fine Elementary School opened in southwest Las Vegas in 2009.

Other civic involvement/awards: Member of the Urban Land Institute for 30+ years, founder of the Young President's Organization; trustee emeritus and former executive committee member of the Nevada Development Authority; past member of the Nevada Tax Commission; founding director of Continental National Bank and Nevada First Bank; named one of Nevada's Top 50 Leaders by Nevada Business Journal; Las Vegas Chamber of Commerce Community Achievement Award; selected by In Business Las Vegas as one of Southern Nevada's Most Influential Businessmen; and was chosen as a member of the "Vegas Dozen" by the Nevada Cancer Institute.

CHRIS CRAWFORD, PLA

President



Chris is an industry leader in land planning and the development of large-scale, master-planned communities. He has led the master planning for nationally recognized communities such as Anthem Las Vegas, Anthem Phoenix, Sun City Grand, Sun City Texas, Steiner Ranch, Coyote Springs Nevada, and Aliante.

Chris is a regular participant in ULI discussion panels and speaking engagements. In addition, Chris has served as a member of the faculty at The University of Texas at Arlington, a visiting lecturer at Texas A&M University, and served as Chairman of the Grand Prairie Planning and Zoning Commission.

EDUCATION
Texas A&M University, Bachelor of Science, Landscape Architecture

PROFESSIONAL LICENSURE
Professional Landscape Architect, Texas No. 1385, Nevada No. 729

TEACHING EXPERIENCE
The University of Texas at Arlington, Adjunct Professor

Texas A&M University, Guest Lecturer

COMMUNITY INVOLVEMENT
Urban Land Institute, CDC Silver Council, Current Member & Past Vice-Chair

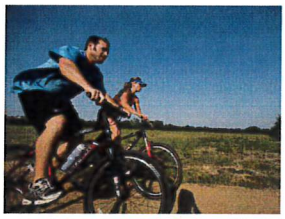
American Society of Landscape Architects (ASLA), Member

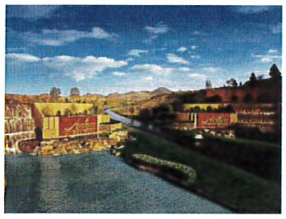
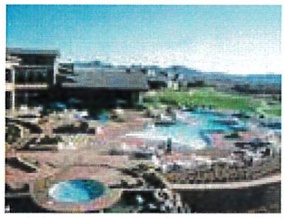
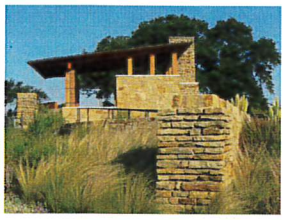
Texas Society of Landscape Architects, Member

Leadership Austin, Class of 1999

ON A PERSONAL NOTE
One of Chris' many hobbies includes watercolor painting.

SELECTED PROJECT EXPERIENCE



Woodbine Development
Fields Ranch Headquarters

Del Webb Corporation
Anthem Phoenix
Anthem Parkway
Berry Creek Bridge
Sun City Texas

DMB Associates
Victory at Verrado

Castle Hill Partners
Trinity Falls

Taylor Morrison/Taylor Woodrow
Steiner Ranch
Travisso

Pulte Homes
Highpointe
Anthem Las Vegas
Loma Colorado

Hillwood Communities
Wolf Ranch

Walsh Holdings
Walsh Ranch

TerraWest Communities
Encore at Eastmark

Brookfield Residential
Easton Park
Blanco Vista
Kissing Tree

DENNIS TONSOR

Director of Planning – Austin



Dennis primarily focuses on master planned community developments in Texas and the Southwest United States.

Dennis' professional experience now includes master planning, site planning, lot layout studies, landscape design, cost estimation, and digital rendering. True to his roots as a Missouri farm boy, Dennis takes special interest in extending a site's heritage into the built environment.

EDUCATION
Kansas State University,
Bachelor of Landscape Architecture

COMMUNITY INVOLVEMENT
Congress for the New Urbanism, Member

Urban Land Institute (ULI), Member

ULI NEXT South Flight, Co-Chair 2018

Real Estate Council of Austin, Member

American Planning Association, Member

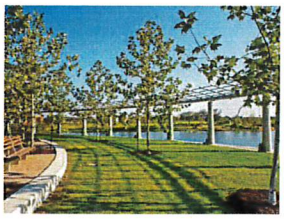
ON A PERSONAL NOTE

One of Dennis' many interests includes smoking meats.

SELECTED PROJECT EXPERIENCE








Woodbine Development
Fields Ranch Headquarters

Taylor Morrison/Taylor Woodrow
Steiner Ranch
Travisso

DMB Associates
Victory at Verrado

Makar Development
Belterra

Catellus/City of Austin
Mueller

Sun Communities
River Run Ranch

Walsh Holdings
Walsh Ranch

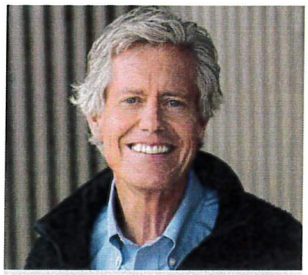
Pulte Homes
Highpointe
Loma Colorado

TerraWest Communities
Encore at Eastmark
Harvest at Queen Creek

Newland Communities
Teravista
Falcon Pointe

Freehold Communities
Headwaters
Orchard Ridge

BRYNN GREY PARTNERS / WOLFF LYON ARCHITECTS



EDUCATION
Bachelor of Arts, JD, University of Denver

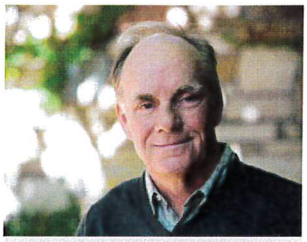
Masters of Public Administration, University of Colorado

AFFILIATIONS
Urban Land Institute

DAVID O'NEIL

CEO and Founder

David is CEO and founder of Brynn Grey and oversees visioning, entitlements and financing. David founded the company in 1994 and has been developing traditional neighborhoods in Summit County since 1999. Most recently, he is the developer of the Whole Foods Market/Basecamp in Frisco, Colorado. David is also member of the Colorado Bar and has practiced land use and real estate law. As General Counsel for a national real estate investment, development and management firm, David has been involved in real estate development in Alabama, Colorado, Florida, Georgia, Maryland and Tennessee; projects including residential development, manufactured housing and marina acquisition / permitting. David was founder of Peak One Neighborhood, LLC, Wellington Neighborhood, LLC and Traditional Neighborhood Builders, Inc. in Summit County, Colorado. Previously, David was a partner in Eighth & Pearl, LLC, Developer of the Eighth & Pearl Shops and Residences in Boulder. Awards include: EPA National Award for Smart Growth Achievement; Metropolitan Homes Design 100; Sunset Magazine Merit Award; and, Congress of New Urbanism Charter Award. David has spoken on housing and public/private partnerships at numerous conferences, including Colorado's Housing NOW! Conference, APA National Conference, and Greenbuild National Conference.



EDUCATION
Colorado College, BFA Fine Arts

University of Colorado, Master of Architecture

AFFILIATIONS
American Institute of Architects

Congress for New Urbanism (CNU)

NCARB

Stapleton Design Review Committee

Affordable Housing Alliance, Boulder

TOM LYON

Co-Founder and Principal, Wolff Lyon Architects

Tom Lyon is Principal and founder of Wolff Lyon Architects. Originally founded in the early 1980's, the firm has evolved from the original design-build firm to a full-service architectural, urban design and development consulting firm based in Boulder, Colorado.

In the area of community development, Wolff and Lyon were the founders of the Affordable Housing Alliance and architects for the Poplar Project, an award winning (Urban Land Institute and American Institute of Architects) affordable housing joint venture with the City of Boulder Housing Authority. They were selected by the City of Boulder in a major competition as project architects for the Foothills Community, a 75-unit affordable housing neighborhood.

Key Projects

- McGrew Point, Pearl Harbor, Military Housing, Hawaii
- Whole Foods Frisco / Basecamp, Frisco, Colorado
- Eighth and Pearl Shops and Residences, Boulder, Colorado
- Peak One Neighborhood, Frisco, Colorado
- Wellington Neighborhood, Breckenridge, Colorado
- Miller Ranch, Eagle County, Colorado
- Lincoln Park at the Wellington Neighborhood, Breckenridge, Colorado
- Stapleton Design Book, Denver Colorado



EDUCATION
Bachelor of Arts, University of Colorado

Masters of Environmental Management, Duke University

AFFILIATIONS
Urban Land Institute

American Planning Association

MELISSA SHERBURNE, AICP, LEED AP

Director of Acquisitions

Melissa manages business development, entitlements and planning, and government and community relations for Brynn Grey Partners. These include commercial and mixed-use development (Basecamp Frisco/Whole Foods Market) and workforce housing neighborhoods (Peak One Neighborhoods, Frisco; Wellington Neighborhood, Breckenridge; West Steamboat Neighborhoods, Steamboat Springs). Melissa's role at Brynn Grey includes due diligence for land acquisition, management of entitlement and planning processes, community outreach, overseeing a team of consultants for development submittals, and presenting to government boards. Melissa has a Masters degree in Environmental Management from Duke University and is also a LEED-Accredited Professional. She has worked with dozens of clients across the West, from small mountain communities to large, growing metro areas. Prior to Brynn Grey, Melissa worked for AECOM, and SE Group.

Melissa lives in Frisco, Colorado with her husband and two young children and serves on the Frisco Town Council, as well as ULI's Resort, Entertainment, Tourism and Leisure (RETL) Council.

JOSHUA RADOFF, LEED Fellow, LEED AP BD+C

Senior Vice President, Built Ecology Team Leader



11 years with the firm

17 years total

Professional qualifications

LEED Fellow

LEED AP BD+C

Education

Master of Science, Sustainable Energy Engineering, Kungl Tekniska Hogskolan (Royal Institute of Technology), Stockholm, Sweden, 2000

Master of Science, Electrical Engineering, Columbia University, New York, NY, 1999

Bachelor of Arts, Physics, Colby College, Waterville, ME, 1995

CAREER SUMMARY

Josh is the leader of the Built Ecology team at WSP – WSP's built environment sustainability group. Josh has a background in sustainable energy engineering and works at the intersection of green building, integration of sustainable energy systems, and building and community health, wellness, and resiliency. Josh has consulted on a wide variety of projects for both public and private sector clients–nationally and internationally–and is a regular writer and speaker on sustainability topics including conference keynote and college commencement addresses. His work has been featured in print and web magazine articles, blogs, and book essays.

Josh has led a variety of complex, multidisciplinary projects in the form of strategic guidance, design assistance, and technical analysis. He has managed built environment and district energy projects pursuing nearly all of the LEED rating systems, Enterprise Green Communities, Living Building Challenge, Net Zero Energy, and WELL Building Certification.

Josh was a co-founder of the sustainability consulting firm YR&G, and he led that firm from 2006-2017. He also co-founded the advocacy non-profit GreenHomeNYC in New York in 2002. Josh is a former adjunct professor at the University of Colorado Denver, a past co-chair of the ULI Colorado Building Healthy Places committee, a past Board Member of DRCOG's Sustainable Communities Initiative Executive Committee, and previously a member of USGBC's LEED Advisory Committee.

PROFESSIONAL EXPERIENCE

- DEN Real Estate Energy and Water Master Plan, Denver, CO. Project manager for the project to develop an approach to net zero energy and "One Water" infrastructure for the 10 million sf commercial development planning effort. This included developing energy load profiles, renewable and district energy supply analysis and water treatment and reuse analysis, both technical and economic.
- River Mile, Denver, CO. Josh is leading the sustainability plan for this 14 million sf master plan redevelopment of the Elitch Gardens amusement park waterfront with goals to maximize carbon reductions and reconnect Denver to its urban river corridor. Josh developed the overall holistic sustainability strategy and led the disctrict energy and renewable analysis for the project, including navigating regulatory and policy barriers.
- Confidential Mixed Use District, Santa Clara, CA. Josh is leading the zero carbon district energy approach for a multi-phase, several million sf development in Santa Clara, including the development of an all electric infrastructure with integration of batter storage and renewable energy. Under Josh's lead, WSP is conducting technical and financial analysis to provide direction, design, and implementation.
- Ft. Collins City Plan, Sustainability Support for City Plan, a combined Comprehensive Plan and Transportation Master Plan, Ft. Collins, CO. Josh is the planning team's sustainability lead, supporting the development of policies and scenario modeling to align with the City's climate, health, and land use goals. This includes the consideration of transit, mode shifting, and electric vehicle adoption, as well as building sector codes, efficiency, renewable energy deployment, utility integration, and overall densification.



BOB MURNANE, PE

Senior Vice President

GCW ENGINEERS \ SURVEYORS

29 Years of Experience

As former City Manager and Public Works/Parks and Recreation Director for the City of Henderson, Mr. Murnane has extensive experience in infrastructure planning, design, and implementation associated with master planned communities. Throughout his 22-year career at the City of Henderson, he was involved in the planning, design, and construction of roadways, utility infrastructure, parks, recreation facilities, fire stations, police substations, and various other municipal facilities. Mr. Murnane was the point person for developing infrastructure financing through local improvement districts, municipal financing, and private participation. He was also responsible for implementing the infrastructure funded through the Southern Nevada Public Lands Management Act (SNPLMA), which resulted in the creation of several hundreds of millions of dollars of community amenities. He has an extensive working knowledge of the Bureau of Land Management (BLM) land disposal processes and has working relationships with the BLM leadership.

RELEVANT PROJECTS

Inspirada Master Planned Community, Henderson, NV: Mr. Murnane was responsible for the preliminary infrastructure planning required to develop over 1500 acres in west Henderson, prior to the BLM auction process, to best establish the value of property being offered for sale. He negotiated the development agreement with regard to public works infrastructure with the successful bidder. Mr. Murnane oversaw the creation of a Local Improvement District to fund major components of improvements and coordinated Henderson's capital plan to provide compatible infrastructure timed to best work with the anticipated development schedule.
Owner: Inspirada Builders, LLC

Inspirada Revised Development Agreement, Henderson, NV: Mr. Murnane worked with the developers to revise the development agreement to better reflect the changed market conditions after the economic downturn. He maintained the developers' obligations for community infrastructure and public safety facilities in exchange for zoning considerations.
Owner: Inspirada Builders, LLC

West Henderson Public Facilities Needs Assessment, Henderson, NV: Mr. Murnane supervised the creation of the West Henderson Public Facilities Needs Assessment (PFNA), which identified the anticipated need and cost of public facilities in west Henderson, apportioned those costs across the various land uses and acreages, created a process by which all developments shared in the cost of infrastructure at the time of development, and provided the refunding for those that advanced construction. This program was supported by the development community and has significantly reduced Henderson's unfunded liabilities.
Owner: City of Henderson

EDUCATION

BS Civil Engineering, Oregon Institute of Technology, 1987

LICENSES

Professional Engineer: NV 9680

AFFILIATIONS

American Public Works Association (APWA) Nevada



GIA NGUYEN, PE
Senior Vice President

GCW ENGINEERS \ SURVEYORS

27 Years of Experience

EDUCATION
BS Civil Engineering, California Polytechnic State University, 1994

LICENSES
Professional Engineer: NV 14918

Mr. Nguyen has over 27 years of experience, the major part of which is in the design of commercial and residential subdivisions encompassing entitlement, due diligence, land planning, grading, street, utilities, plot plans, ALTA surveys, and final maps, as well as managing improvement plan preparation. In GCW's Residential/Commercial/Industrial/ Retail Division, he is responsible for coordinating the preliminary studies, final design, and improvement plan package preparation for both residential and commercial projects.

RELEVANT PROJECTS

The Cove at Southern Highlands, Las Vegas, NV: The Cove at Southern Highlands is a 119-acre, 398 residential units master planned community within Southern Highlands Master Plan Community. GCW has assisted with site layout, land planning and entitlements, cost estimates, and developer agreement with Pulte and Woodside Homes. This development is located in the hillside with many challenges. GCW uses creative engineering to solve these challenges such as using rock walls for retaining and aesthetic, works with geotechnical engineering to design slopes at 0.5 to 1 to help with excavation, and works with CCWRD to design the best route for sewer service for the site with minimal cost to Pulte and Woodside Homes. GCW prepared the master conceptual drainage study as well as site-specific drainage studies for parcels as they were developed, including the design of channels and storm drain system. GCW provided surveying, and mapping services. GCW performed sewer and water analyses, mass grading, infrastructure design, roadway design, traffic engineering, and improvement plans. **Mr. Nguyen was Project Manager and was responsible for land planning, and entitlement support, including meeting with city council members and staff to gain support for the project. He provided due diligence, including researching site restraints, meeting with the agencies to request additional information and input about what issues the site may have, location of existing utilities, drainage pattern, finding easements needing to be vacated, what zoning applies to the site, understanding soil conditions, and locating any faults that may go through the site. Mr. Nguyen is also responsible for conceptual design, cost analysis site planning, and coordinating with public agencies.**
Owner: Pulte Homes

Eldorado Master Planned Community, North Las Vegas, NV: Eldorado is a 1,016-acre master planned community by Pardee Homes. This project includes preliminary and final design services for a 178-lot single family residential subdivision within the Eldorado master planned community. The lot sizes vary from 56 ft. by 90 ft. to 60 ft. by 100 ft. GCW provided surveying, construction staking, and mapping services. GCW performed sewer and water analyses, mass grading, infrastructure design, roadway design, and traffic engineering, and improvement plans. The development also entailed the design of parks and open space and public school sites. GCW provided the tentative map, legal description, vacation of existing drainage easement, aerial topography, water network analysis, drainage study, LOMR, CLOMR, grading plans, storm drain design, improvement plans, and final map. Beginning in 1988 and continuing through today, GCW has assisted with land planning and entitlements, such as 401 permit and development agreement with the City of North Las Vegas. GCW prepared the master conceptual drainage study as well as site-specific drainage studies for parcels as they were developed, including the design of channels and storm drain and the preparation of CLOMRs and LOMRs. **Mr. Nguyen was Project Manager and was responsible for land planning, entitlement support, including meeting with city council members and staff to gain support for the project. He provided due diligence, including researching site restraints, meeting with the agencies to request additional information and input about what issues the site may have, location of existing utilities, drainage pattern, finding easements needing to be vacated, what zoning applies to the site, understanding soil conditions, and locating any faults that may go through the site. Mr. Nguyen is also responsible for conceptual design, cost analysis site planning, and coordinating with public agencies.**
Owner: Pardee Homes



GCW ENGINEERS \ SURVEYORS

JOHNNIE PATE, PE, PTOE

Vice President

29 Years of Experience

Mr. Pate has managed numerous arterial roadway projects and has been responsible for traffic planning and operational studies of several large scale developments and master planned communities in Anthem, Green Valley Ranch, Aliante, and Summerlin. His experience includes the preparation of traffic impact studies, access and circulation studies, and traffic control designs in the Las Vegas area. He performed the traffic operational study for the McCarran Terminal 3 Roadway system to verify the adequacy of the proposed recirculation and access roadway system. This included projecting the Terminal 3 buildout traffic demands and distributing/assigning the demand volumes to the proposed roadway system. Mr. Pate has also been responsible for numerous off-site development improvement packages with pavement widening and transitions for additional intersection turn lanes, traffic signal and street light improvements, roundabout improvements, ADA improvements, school walking route improvements, and signing and striping improvements.

RELEVANT PROJECTS

Summerlin Village 16A Master Traffic Study and Roundabout Design, Clark County, NV: Prepared the Master Traffic Study for a 370-acre development planned to incorporate 1,139 single-family dwelling units, 878 multi-family dwelling units, and a water park expansion. Study addressed interim site access needs with incomplete area street network, intersection lane configuration recommendations, standard and non-standard on-site street classifications and cross sections, on-site access spacing and geometry, and preliminary horizontal geometric design of two on-site roundabouts. Background traffic projections included demand estimates on new network connections using RTC's regional travel demand forecasts. Study included capacity/LOS and queue storage analyses, and school walking route inventories and evaluations. Preliminary roundabout design conducted in accordance with guidelines of NCHRP 672, *Roundabouts: An Informational Guide,* 2nd Edition, 2010 including maximum fastest-path criteria. One of the roundabouts incorporated a 3-legged Y-configuration that required careful interactive geometric design to meet fastest-path criteria for right-turn movement. **Mr. Pate provided traffic technical support for the project including reviewing the recommended roadway sections, roundabout layouts, and phasing of the off-site improvements. He also provided QA/QC of the LOS analyses and storage calculations, and recommended school walking routes.**
Owner: The Howard Hughes Corporation

Aliante (North Las Vegas 1,905 Acre) Master Planned Community Traffic Impact Analyses: Phase I, North Las Vegas, NV: This project consisted of two traffic impact analyses for the Phase 1 development of the North Las Vegas Master Planned Community. Phase 1 included 4,887 single-family, multi-family, and active adult dwelling units, 753,000 square feet of retail, 76,800 square feet of office, a golf course, and 207,000 square feet of community facilities (library, school, and recreation centers). The traffic study addressed site access, geometrics and traffic control within the community, intersection capacity analyses, left- and right-turn queuing analyses, gated community queuing analyses, sight distance at the parcel entries, bus stop and bus routing for the community, school walking routes, bicycle routes, and general pedestrian walking routes. **Mr. Pate supervised all elements of the project including trip generation estimates and trip distribution and assignments based on the Clark County Regional Model. Mr. Pate recommended roadway sections and alignments, examined the need for bicycle and pedestrian elements in the community, and determined transit improvements for future RTC bus routes. He prepared cost estimates for all transportation related improvements, estimated traffic signal participations for on-site and bordering intersections, and determined the phasing requirements for transportation related improvements as a function of levels of development.**
Owner: American Nevada Company

EDUCATION

ME Civil Engineering (Transportation), Texas A&M University, College Station, 1992

BS Civil Engineering, Texas A&M University, College Station, 1988

LICENSES

Professional Engineer: NV 11534

Professional Traffic Operations Engineer: 937

RCLCO
REAL ESTATE ADVISORS



Education
University of Virginia
Emory University

Affiliations
Real Estate Council of Austin
Urban Land Institute

TODD LARUE

MANAGING DIRECTOR
P: (512) 215-3157 | E: TLARUE@RCLCO.COM | W: RCLCO.COM/TODD-LARUE

Todd joined RCLCO in 2004 and leads the Austin, Texas office. He manages engagements for developers, land owners, investors, and public sector entities seeking strategic development, investment, and/or planning advice regarding their real estate. His work includes consulting for numerous types of large-scale master-planned communities, high rise mixed-use developments, resorts, and commercial developments throughout Texas, the Southeast, and Mexico. For these engagements, he conducts highest and best use analyses, market opportunity analyses, consumer research, economic development assessments, financial analyses, fiscal impact analyses, metropolitan growth trends analyses, and various other analytical tasks to help guide clients' planning decisions and development strategies. Prior to RCLCO, Todd spent over seven years in construction management with Skanska in Atlanta, Georgia and W. H. Bass, Inc. in Norcross, Georgia. Much of his work was concentrated on managing ground-up construction projects in retail, banking, education, and telecommunication, as well as interior build-outs of high-rise office buildings.

Todd brings strong analytical skills in quantitative and qualitative analysis with his Bachelor's in Civil Engineering from the University of Virginia, and his Master's in Business Administration (focusing on real estate and finance) from Emory University. He is an active member of the Urban Land institute (member of the ULI Austin Advisory Board) and has been a guest speaker at numerous real estate industry events and graduate business schools, including the Urban Land Institute, Congress for the New Urbanism, the University of Texas at Austin, and Emory University.



Education
Columbia University

Affiliations
ICSC
Mixed-Use Development Council
Society for College and University Planning
Urban Land Institute

ADAM DUCKER

SENIOR MANAGING DIRECTOR
P: (240) 644-0980 | E: ADUCKER@RCLCO.COM | W: RCLCO.COM/ADAM-DUCKER

Adam joined RCLCO in the mid-1990s as an associate directly after graduate school and learned the trade with the firm. He is a recognized expert in: economic development, market and financial analysis, positioning, repositioning, the marketing of real estate assets, consumer research, and corporate strategy development. He has particular depth of expertise in high-density housing, retail/entertainment, and hotel development.

Based out of the Washington, DC office, Adam leads RCLCO's Real Estate Economics Group, which is distinguished by: sophistication in forecasting housing, retail/commercial and hospitality demand in revitalizing cities and development corridors; in understanding the unique set of circumstances that create vibrant mixed-use environments; and in the financing mechanisms and public/private partnerships that are relied upon to achieve them. During the early 2000s, Adam was a principal with a boutique West Coast real estate consulting firm, directing their Northern California office. He also has a specialized expertise in understanding the interrelation and unique marketing and operating synergies of residential, hospitality, and retail/attraction environment, in small scale urban locations.

Adam is a frequent speaker on topics ranging from place making to urban redevelopment to retail trends to in-town housing. He is also an active member of the Urban Land Institute (ULI) and Programs vice chair of the Mixed-Use Development Council (Purple). A native of the New York metropolitan area, Adam received Bachelor's and Master's degrees from Columbia University in Urban Studies.

Ballard Spahr Project Legal Team

About Ballard Spahr

Ballard Spahr was founded more than one hundred years ago and maintains a wide-ranging national practice of over 650 lawyers based in 15 offices across the country, including the Las Vegas office which was established in 2006. The firm has a solid foundation in the Southern Nevada community serving both local and national clients. Our lawyers are actively engaged in professional and community leadership activities and take pride in having the "Nevada Know-How" required to assist our clients in achieving their objectives.

Our attorneys provide counseling and advocacy in more than 50 practice areas which include business and finance, intellectual property, litigation, public finance, and real estate. We represent a diverse cross-section of clients ranging from large public companies and privately held entities to government bodies and nonprofit organizations. Our practices span the financial, industrial, real estate, private equity, retail, and other sectors that are critical to growth in today's marketplace. In 2018, we were ranked by *BTI Consulting* as one of the country's most innovative law firms.

Ballard Spahr has a longstanding commitment to contributing to the communities in which we practice. We do this not only by providing high quality legal service to our clients, but also by adding value to the communities in which we serve by virtue of adherence to the highest standards of professional practice. We provide a minimum of 3% of our yearly work to pro bono legal services on behalf of charitable organizations and the legally indigent. We consistently rank among the top 100 law firms nationally in the *Am Law Pro Bono Report* and we have received numerous awards and honors in recognition of our outstanding commitment to pro bono work. We also are committed to maintenance of a diverse and inclusive workplace environment. *Law360* ranked us as one of the best U.S. law firms for women attorneys, ranking among the top five firms of comparable size in its 2018 report. Additionally, in its Diversity Snapshot, *Law360* ranked the firm as one of the top 10 law firms of its size for minority lawyers.

Las Vegas Real Estate Development Practice

Bill Curran and Maren Parry, long-time real estate development and government relations attorneys, will lead the project's legal team, but they will draw on the experience and expertise of other lawyers throughout the firm on an as-needed basis. Ballard Spahr has a total of 125 lawyers practicing in its Real Estate Department, making it one of the largest real estate practice groups in the country. In 2016, *U.S. News and World Report* recognized the firm as the country's Best Law Firm for Real Estate. Furthermore, Ballard has substantial experience in dealing with the infrastructure and related financing issues that will be critical to successful completion of the project at the lowest possible cost. Brent Heberlee is a Las Vegas native and is licensed to practice in Nevada. He currently works in our Washington, D.C. office and has relevant experience with the Bureau of Land Management and transferring federal land to Nevada localities.

Ballard Spahr's Public Finance Department has done public finance work in all 50 states and *U.S. News and World Report* named Ballard Spahr as its 2017 Public Finance Law Firm of the Year. The Public Finance department is consistently ranked among the nation's top firms in the country based on the amount of securities issued with our bond counsel opinion. The firm also maintains an active network of relationships with leaders in virtually every area of expertise associated with the legal aspects of real estate development, and when needed, can call on this network for the benefit of the firm's clients.

Ballard Spahr Project Legal Team



Bill Curran concentrates on administrative and government law, particularly in the areas of real estate development, land use/zoning, and gaming law. Bill served as County Counsel for Clark County, Nevada, from 1979 to 1989. In this role, he was chief legal advisor to the County Commission and more than 60 county departments and related public entities, including the Planning Department, Public Works Department, and the Las Vegas Valley Water District. He frequently appeared before the Nevada State Legislature and interacted with other governmental entities.

His subsequent private practice has been dominated by land use/zoning and infrastructure matters for more than 30 years. He has worked on virtually every type and size of real estate project during his career, including entitlement work on major projects, work with civil and traffic engineers, land use planners, architects, lenders, utilities and both the elected and professional staff of local municipalities.

Bill served with the Nevada Gaming Commission, from his appointment in 1989 through his tenure as Chairman from 1991 to 1999. In 1995, he was recognized by *International Gaming & Wagering Business* magazine as one of the 25 most influential individuals in the gaming industry.

Bill has had wide-ranging professional and community involvement. He has served as president of the State Bar of Nevada, Chairman of the International Association of Gaming Regulators, and President of the National Association of County Civil Attorneys.

He also has served as President of Nevada Legal Services, the federally funded legal services provider for the indigent. He is also past president of Vegas PBS, Las Vegas' public television station. He has been honored with the Clark County Bar Association's Liberty Bell Award and the Las Vegas City Council's Citizen of the Month Award. For the past 25+ years he has been on the board of directors of a major multi-state construction company.

Bill has been recognized by *Chambers USA: America's Leading Lawyers for Business* and by the *Best Lawyers in America*, which in 2017 named him Las Vegas' Lawyer of the Year in land use and zoning law.



Maren Parry attended UNLV's Boyd School of Law and has practiced in the Real Estate Department of Ballard Spahr's Las Vegas office since graduation, focusing in Government Relations and Real Estate Development as well as real estate related litigation . She was previously certified as a LEED Green Associate attorney by the U.S. Green Building Council and is a member of the Urban Land Institute. She has experience working on master planned communities and development agreements for major projects through representation of developers as well as advising lenders and other interested parties with respect to the development and entitlement process. She participates with local municipalities on task forces charged with reviewing and implementing code changes related to both planning and development and business licensing.

Maren has been listed in *Super Lawyers* and has been identified in the "Up and Coming" category by *Chambers USA: America's Leading Lawyers for Business.*

Ballard Spahr Project Legal Team



William C. Rhodes is a member of Ballard Spahr's nationally recognized Housing Group, which is comprised of roughly 75 lawyers with specialized backgrounds in Real Estate, Finance, Contracting and Environmental law. Although the practice group is active in all areas of housing, its experience in military housing will be particularly important in this project. Ballard's Military Installation Finance Group is one of only a handful of such practices in the country, and has closed projects involving more than 20,000 housing units aggregating billions of dollars in development costs. Mr. Rhodes is experienced in working with the Military Housing Participation Initiative (MHPI), having been involved in numerous family housing developments around the country under the auspices of MHPI. These transactions all involved federal procurement, congressional approval and OMB scoring. He is familiar with many specialized issues, including force protection standards for construction for vertical housing developments.

Mr. Rhodes is resident in Ballard Spahr's Philadephia office but his practice is national in scope. Mr. Rhodes is active in the National Association of Bond Lawyers (NABL) and has been recognized by inclusion in the *Best Lawyers in America* and the *Legal 500 US*.



Brent Heberlee, a Las Vegas native, works in Ballard Spahr's Government Relations Group based in its Washington, D.C. office. He represents local governments, public agencies and businesses in a range of public policy matters, emphasizing appropriations, energy, federal land use, natural resources and the environment.

Prior to entering private practice Brent served as Legislative Director and Counsel for U.S. Senator Richard Bryan. He began his career working for Senator Harry Reid and he maintains a strong working relationship with the entire Nevada congressional delegation. He began his career in private practice as the head of Lionel Sawyer's Washington office. He has, among other things, assisted local government with drafting and implementing federal legislative projects resulting in thousands of acres of federal land being released for local government use and private development.

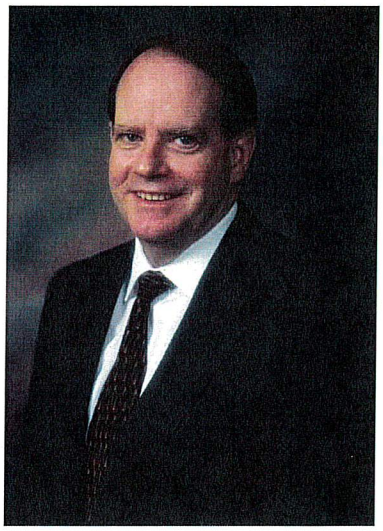


Bill Hicks works from Ballard Spahr's Phoenix office but has participated in numerous major real estate development projects in Southern Nevada in the areas of public finance and P3/Infrastructure, with an emphasis on tax-exempt finance, including special assessment bonds.

He is a Fellow of the American College of Bond Lawyers, has been recognized annually by *Chambers USA: The Best Lawyers in America* in public finance and municipal law since 2003 and has twice been named by *Best Lawyers* as Phoenix's Municipal Lawyer of the Year.

Richard T. Serfas

President of Richard T. Serfas Associates



Richard T. Serfas is President of Richard T. Serfas & Associates. The collaborate group specializes in Urban Planning and Design, Land use, Entitlement and Regulatory Matters for Master Planned Communities and Mixed Use Development. Serfas has more than 45 years' experience in Urban Planning and Real Estate Development. He served as Vice President of Commercial Planning and Design for American Nevada Company (ANC) from 1999 to 2010. During his tenure with ANC he was responsible for the Planning and Entitlement of the Company's Retail, Office and Mixed Use Developments. The highly successful District at Green Valley was planned and developed in 2004 by ANC. Prior to that, he was project manager of Focus 2000/Marnell Corrao Associates in Las Vegas since 1996, where he was in charge of property acquisitions and development entitlements from 1989 to 1994, he was assistant director of the Clark County Department of Comprehensive Planning.

He holds a Master's Degree in Real Estate Development from the Graduate School of Architecture, Planning and Preservation of Columbia University, New York; a Master's in Public Administration/Urban and Regional Planning from Pennsylvania State University, Middletown; and a Bachelor of Arts in Sociology from Colorado State University, Fort Collins. He is a full member of the Urban Land Institute and served as District Council Chair for ULI Nevada From 2011- 2017. He currently serves as Chair for Mission Advancement for ULI Nevada. Serfas chaired the Inaugural ULI Place Making Awards Program in 2018. He also is a member of the American Institute of Certified Planners (AICP). He was past President of the Nevada Chapter of the American Planning Association. He has served on the City of Las Vegas Historic Preservatives, Commission since 2011 and the City of Henderson Redevelopment Agency Advisory Commission since 2006.

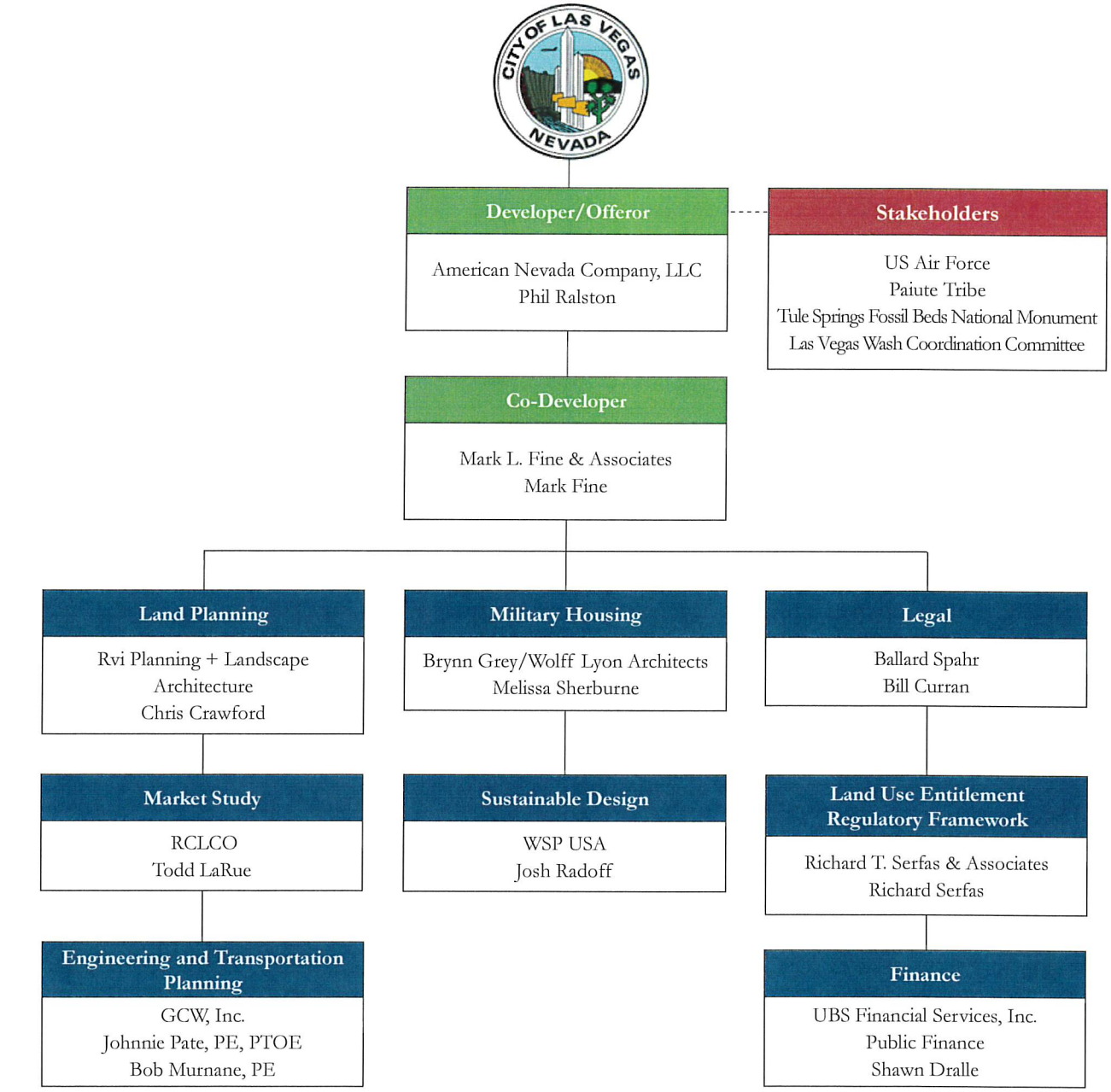
SHAWN DRALLE | EXECUTIVE DIRECTOR

UBS Financial Services



Shawn Dralle, Executive Director, has over 25 years of public finance experience and has served as an investment banker on over $25 billion of senior managed financings during this time period, with virtually all of her work in the southwest. She has been the lead banker for the creation of dozens of special financing districts during her career, and the subsequent issuance of bonds for various purposes, including special assessments, general obligations and tax increment financings. Ms. Dralle is familiar with the procedures, policies and market conditions that uniquely affect these types of financings.

Section 4(d) – Team Structure Organizational Chart



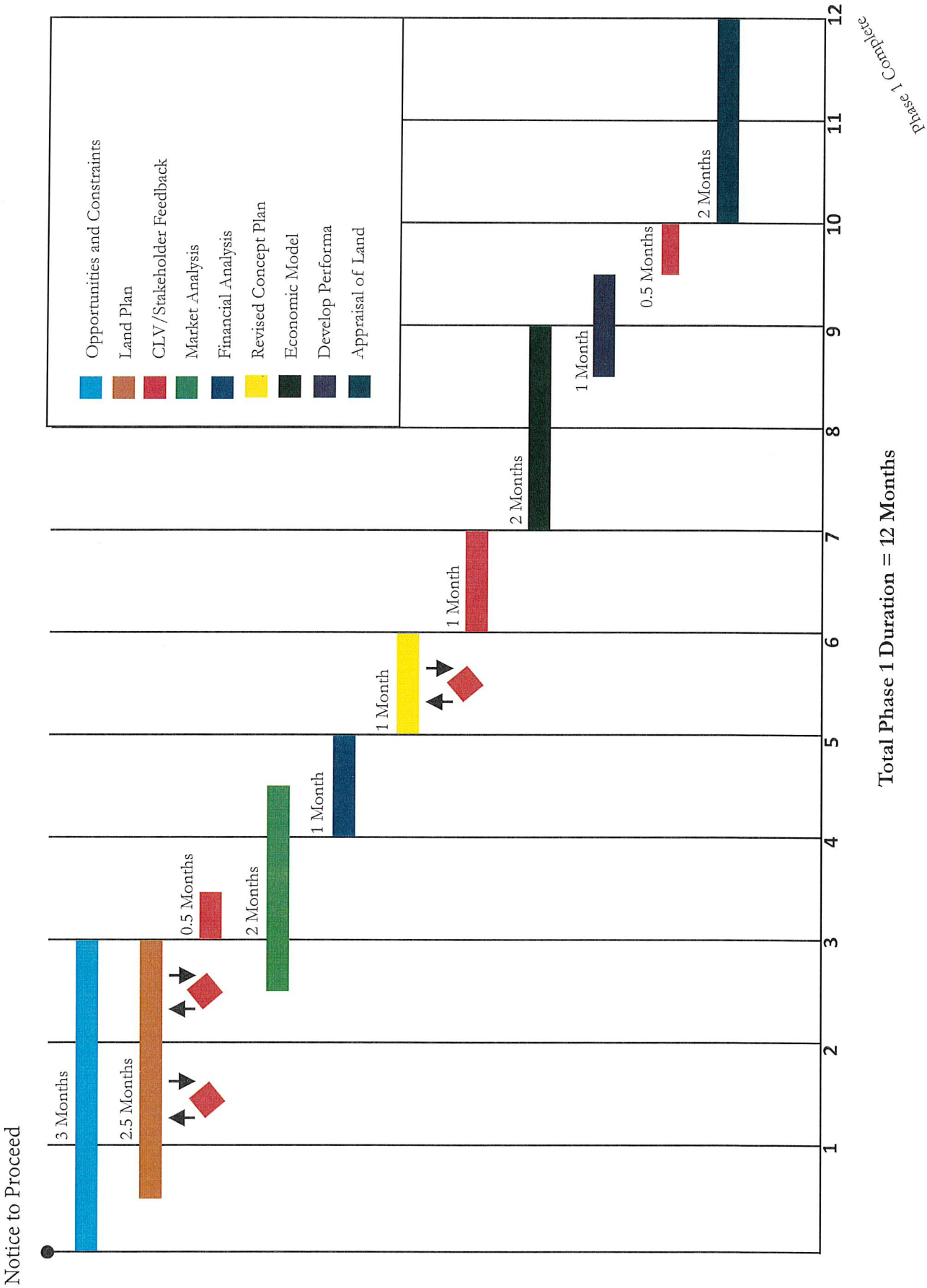
SECTION 5 TAB

Section 5 (a) – Availability and Capacity

Team Member Company	Key Personnel	Availability/Capacity (%)
American Nevada Company	Phil Ralston	60%
Greenspun Corp	Paul Hamilton	20%
Mark L. Fine & Associates	Mark Fine	80%
RVi Planning + Landscape Architecture	Chris Crawford. PLA	40%
RVi Planning + Landscape Architecture	Dennis Tonsor	60%
Brynn Grey/Wolff Lyon Architects	David O'Neil	80%
Brynn Grey/Wolff Lyon Architects	Tom Lyon	20%
Brynn Grey/Wolff Lyon Architects	Melissa Sherburne	80%
WSP USA	Josh Radoff	20%
GCW, Inc.	Bob Murnane	90%
GCW, Inc.	Gia Nguyen	60%
GCW, Inc.	Johnnie Pate	60%
RCLCO	Todd LaRue	20%
RCLCO	Adam Ducker	10%
Ballard Spahr, LLP	Bill Curran	30%
Ballard Spahr, LLP	Maren Parry	25%
Ballard Spahr, LLP	William C. Rhodes	20%
Ballard Spahr, LLP	Brent Heberlee	5%
Ballard Spahr, LLP	William A. Hicks	10%
Richard T. Serfas & Assoc.	Richard Serfas	100%
UBS	Shawn Dralle	40%

Section 5 (b) – PROPOSED TIMELINE

The ANC/MLF team has forecasted the timeline below for its proposed Phase 1 of the project approach. The Phase 2 timeline will be developed as part of the Phase 1 process.



Total Phase 1 Duration = 12 Months

SECTION 6 TAB

EXHIBIT B - 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 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: American Nevada Company, LLC	
Address: 2360 Corporate Circle, Suite 330	**City / ST / Zip:** Henderson, Nevada 89074
Telephone: 702.990.2187	**EIN or DUNS :** 88-0270712
Block 2: Description / Subject Matter of Contract	
Services for: City of Las Vegas	**Project Number:** RSOQ 190211-JH

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	Brian Greenspun	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
2	Daniel Greenspun	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
3	Susan Fine	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
4	Jane Gale	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
5	Amy Arenson	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
6	Ariel Gale	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
7	Harrison Gale	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
8	Jeffery Fine	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
9	Alyson Fine Marmur	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
10	Jonathan Fine	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855
11	Kathryn Fine	2360 Corporate Circle # 330, Henderson NV 89074	702.458.8855

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: N/A

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.

BETH A. ROBINSON
Notary Public, State of Nevada
Appointment No. 13-10182-1
My Appt. Expires Mar 14, 2021

T. R. Peters
Signature

4.25.19
Date

Subscribed and sworn to before me this 25 day of April, 2019

Beth A. Robinson
Notary Signature

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
54

DEPARTMENT: Fire & Rescue **DISCUSSION**
DIRECTOR: William McDonald

SUBJECT:
Discussion for possible action regarding an Interlocal Agreement between the Southern Nevada Water Authority and the cities of Las Vegas, Henderson, North Las Vegas and the County of Clark for the reimbursement of up to $70,000 for a fire-fighting pump simulator, which provides effective training and testing ($70,000 - Fire Services Capital Projects Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $70,000
Funding Source: Fire Services Capital Projects Fund
Dept./Division: Fire & Rescue

PURPOSE/BACKGROUND:
This interlocal agreement for conservation funding of Fire Department Training Simulators is made by and between the Southern Nevada Water Authority, the City of Henderson, the city of Las Vegas, the City of North Las Vegas and the County of Clark, State of Nevada. This firefighting simulation equipment provides effective training and testing which the Authority (Southern Nevada Water Authority), through its conservation programs, has funds available to reimburse the acquiring parties for their purchases. This agreement sets forth the terms and conditions under which the Authority will further its conservation efforts and achieve significant consumptive use. The acquiring parties agree to purchase the approved Simulator Equipment for their department and the Authority agrees to reimburse the acquiring parties up to $70,000.00.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement For Conservation Funding Of Fire Department Training Simulators

INTERLOCAL AGREEMENT FOR CONSERVATION FUNDING OF FIRE DEPARTMENT TRAINING SIMULATORS

This Interlocal Agreement for Conservation Funding of Fire Department Training Simulators ("Agreement") is made and entered into this ___ day of _____ 2019 ("Effective Date"), by and between the Southern Nevada Water Authority, a political subdivision of the State of Nevada ("Authority"), the City of Henderson, a municipal corporation and political subdivision of the State of Nevada ("Henderson"), the city of Las Vegas, a municipal corporation and political subdivision of the State of Nevada ("Las Vegas"), the City of North Las Vegas, a municipal corporation and political subdivision of the State of Nevada ("North Las Vegas"), and the County of Clark, State of Nevada, established pursuant to NRS 243 ("County"). The Authority, Henderson, Las Vegas, North Las Vegas and County are sometimes hereinafter referred to individually as "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Nevada Revised Statutes (NRS) 277.180 provides that two or more political subdivisions of the State of Nevada may enter into interlocal agreements to perform any governmental service, activity or undertaking which any of said public agencies is authorized by law to perform;

WHEREAS, Henderson, Las Vegas, North Las Vegas and the County (collectively, "Acquiring Parties") each operate a fire-fighting department ("Fire Department") that, in conducting training and testing exercises, consume substantial amounts of water;

WHEREAS, the Acquiring Parties operate their respective Fire Departments within the geographic area of Clark County, receive water services through a purveyor member of the Authority, have an interest in a reliable community water supply, and support the Authority's conservation efforts;

WHEREAS, the Authority has implemented various conservation funding and rebate programs ("Conservation Programs") to specifically reduce demand for water resources and reduce or defer major infrastructure needs through the installation of water-efficient devices and technologies;

WHEREAS, the Authority accomplishes its conservation goals by, among other things, making incentive payments to participants who install or implement predictable water-saving technologies;

WHEREAS, certain fire-fighting simulation equipment is available, which provides effective training and testing for the Acquiring Parties' respective Fire Departments and which the Authority anticipates can eliminate the consumptive use of approximately 150 acre-feet annually, and up to 1,500 acre-feet over the 10-year period of performance under this Agreement;

WHEREAS, the Acquiring Parties desire to reduce demand and consumption of water resources through the purchase of the certain fire-fighting simulators and the Authority, through its Conservation Programs, has funds available to reimburse the Acquiring Parties for their purchases.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants, terms and conditions contained in and set forth below and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged through this Agreement, the Parties agree as follows:

1. **Purpose**. This Agreement sets forth the terms and conditions under which the Authority will further its conservation efforts and achieve significant consumptive use savings by reimbursing Acquiring Parties for the purchase and use of fire-fighting simulators for their respective Fire Departments.

2. **Purchase of Simulators**. The Acquiring Parties agree to purchase FD International Fire Engineer Training Simulators and appropriate simulator accessories ("Simulator Equipment") for use by their respective Fire Departments. The Acquiring Parties further agree that their respective Fire Departments will use the Simulator Equipment for events such as engineer development schools, fire academies, pumper engine training and other training and testing activities where the Simulator Equipment can be effectively used for training and testing, while reducing or eliminating unnecessary consumption of water.

3. **Reimbursement by the Authority**. The Acquiring Parties agree to purchase the approved Simulator Equipment for their respective Fire Departments and the Authority agrees to reimburse the Acquiring Parties up to $70,000.00 each, for a collective amount not to exceed $280,000.00, as follows:

    a. Purchase and Installation: Acquiring Parties shall, within 90 days of the Effective Date, purchase the Simulator Equipment. The Simulator Equipment shall be installed, tested and in an operational status within 30 days of its receipt.

    b. Post-Installation Inspection: Each Acquiring Party shall, within 30 days of installing the Simulator Equipment, contact the Authority to arrange a mutually agreeable time for an Authority representative to visit the Fire Department and observe the Simulator Equipment's use in a training or testing exercise. If the inspection reveals that the Simulator Equipment is not operational due to malfunction, defect or other cause out of the Acquiring Party's control, the Authority and Acquiring Party agree to work together to promptly resolve the issue.

    c. Invoice Submittal to Authority: Within 30 days of the Authority's inspection and confirmation that the Simulator Equipment has been installed and is in good working condition, the Acquiring Party shall submit the Simulator Equipment invoice to the Authority, in accordance with Section 10 of this Agreement, for reimbursement.

    d. Reimbursement: Within 30 days of receiving an Acquiring Party's invoice, the Authority shall submit the reimbursement payment to the Acquiring Party for the amount invoiced or $70,000.00, whichever is less. The reimbursement payment will be sent in accordance with Section 10 of this Agreement.

4. **Fire Department Recordkeeping**. Each Acquiring Party agrees that their respective Fire Departments shall document training and testing sessions in the ordinary course of operations. If a Fire Department's then-current documentation processes do not provide a means for identifying those events for which the Simulator Equipment was used, the Acquiring Party will ensure their respective Fire Departments add a process for identifying events where the Simulator Equipment is used.

5. **Authority Inspections**. In addition to the Post-Installation Inspection described above, the Acquiring Parties agree to cooperate with the Authority to schedule one inspection and review per calendar year, through 2029, to allow the Authority to observe the Simulator Equipment's use and review relevant records to aid the Authority in determining the approximate amount of conserved water. The Authority shall be responsible for contacting each Fire Department to schedule the yearly inspections.

The Authority shall ensure that its personnel comply with all security, access and site requirements and procedures while at an Acquiring Party's facility.

6. **Duration**. In accordance with the Authority's Conservation Programs, the Acquiring Parties agree to maintain and utilize their respective Simulator Equipment for a minimum of 10 years, unless otherwise agreed to through a separate agreement or the amendment of this Agreement.

7. **Mutual Benefit**. The Parties agree that the Simulator Equipment transaction identified in this Agreement is for the mutual benefit of the Parties and no further consideration is contemplated, other than that stated under this Agreement.

8. **No Third-Party Rights**. The Parties do not intend, through this Agreement, to create any right in or benefit to parties other than the Authority and the Acquiring Parties. Except as specifically provided herein, this Agreement does not create any third-party beneficiary rights or causes of action for any other person, entity or member of the general public.

9. **Liability**. Up to the limitation of law, including, but not limited to NRS Chapter 41, the Parties 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, employees and agents arising out of, resulting from, or incidental to the obligations set forth in this Agreement. The Parties do not waive and intend to assert all defenses available under applicable law, including NRS Chapter 41 liability limitations. The Acquiring Parties acknowledge that the Authority did not select or manufacture, and does not endorse or warranty, the Simulator Equipment but is only reimbursing the other Acquiring Parties as part of the Authority's ongoing efforts to conserve water.

10. **Notices**. All notices, legal and otherwise, required under this Agreement shall be in writing and delivered by personal delivery, by a recognized courier, or by registered or certified U.S. mail (postage prepaid, return receipt requested), and addressed to the receiving Party at the address below. Such notice shall be deemed to have been received by the Party to whom it was addressed as follows: (a) if hand delivered, on the date of personal delivery to the Party to whom addressed; (b) if delivered by courier, on the date officially recorded as delivered (or delivery refused) according to the record of delivery; and (c) if mailed, three (3) business days following deposit in the U.S. Mail. For purposes hereof, each Party's notice information is set forth below:

To Henderson:	City of Henderson Fire Department Attn: Scott Vivier, Deputy Fire Chief – Support Henderson City Hall 240 S. Water Street Henderson, NV 89015
To Las Vegas:	City of Las Vegas Fire & Rescue Department Attn: Director/Fire Chief Fire Station 1 500 N. Casino Center Boulevard Las Vegas, NV 89101
With copy to:	City of Las Vegas Office of the City Attorney Attn: City Attorney 495 S. Main Street Las Vegas, NV 89101
To North Las Vegas:	City of North Las Vegas Purchasing Department Attn: Tony Danford 2250 Las Vegas Blvd. North, Ste 710 North Las Vegas, NV 89030 Phone: (702) 633-1463
To the County:	Clark County Fire Department ATTN: Fire Chief 575 E. Flamingo Rd. Las Vegas, NV 89119
To the Authority:	Southern Nevada Water Authority Attn: Conservation Division 100 City Parkway, Suite 700 Las Vegas, Nevada 89106
With copy to:	Southern Nevada Water Authority Attn: Legal Services 1001 South Valley View Boulevard Las Vegas, Nevada 89153

A Party may designate a new contact person under this provision for notices or change the address indicated above by notifying the other Parties in writing in the manner set forth above.

11. **Successors**. This Agreement shall inure to the benefit of and bind the successors of the respective Parties hereto.

12. **Assignment**. The Parties shall not assign any of the rights nor delegate any of the duties under this Agreement without the express written consent of the other Parties.

13. **Non-liability of Officials and Employees**. No official or employee of a Party hereto shall be personally liable for any default or breach by any Party hereto, for any amount, which may become due hereunder, or for any obligation under the terms of the Agreement.

14. **Amendments**. This Agreement may not be amended or modified except by written instrument and executed by the authorized representatives of each Party hereto with the same formality as this Agreement. Any other attempt at modification, amendment or extension of this Agreement shall have no force or effect and shall not be relied upon by any of the Parties.

15. **Further Assurances**. Each undersigned Party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants, conditions and agreements herein. The Parties agree to use commercially reasonable efforts to carry out the intent of this Agreement. Reference in this Agreement to the "commercially reasonable efforts" of a Party means that, with respect to a given goal, the efforts that a reasonable person in the position of that Party would use so as to achieve that goal as expeditiously as possible.

16. **Merger of Prior Agreements**. This Agreement constitutes the entire agreement between the Parties and is intended as a complete and exclusive statement of the promises, representations, discussions, and any other agreements that may have been made in connection with the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements and understandings between the Parties hereto relating to the subject matter hereof.

17. **No Waiver**. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver except as otherwise provided in this Agreement.

18. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but 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.

19. **Approval**. This Agreement will not be effective until the Parties' respective governing bodies have approved it and it has been executed by each Party's duly authorized representative.

20. **Effective Date**. For purposes of this Agreement, the "Effective Date" is the last date on which a Party's duly authorized representative executes this Agreement, as reflected on the signature pages below. The Authority's duly authorized representative shall insert the Effective Date in the preamble.

21. **Governing Law and Venue.** This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Nevada, without giving effect to its principles regarding conflicts of law. The courts of Clark County, situated in Las Vegas, Nevada, shall have sole and exclusive jurisdiction over any action or proceeding brought under or pursuant to this Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and deemed effective as of the Effective Date identified above.

SOUTHERN NEVADA WATER AUTHORITY

_____

John J. Entsminger, General Manager Date

Approved as to Form

_____

Steven C. Anderson, Deputy Counsel Date

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and deemed effective as of the Effective Date identified above.

CITY OF LAS VEGAS

_____

Carolyn G. Goodman, Mayor Date

Attest:

_____

LuAnn D. Holmes, MMC, City Clerk Date

Approved as to Form:

John S. Ridilla 7/17/19

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and deemed effective as of the Effective Date identified above.

CITY OF NORTH LAS VEGAS
A MUNICIPAL CORPORATION

_____

John J. Lee, Mayor Date

Attest:

_____

Catherine A. Raynor, MMC, City Clerk Date

Approved as to Form:

_____

Micaela Rustia Moore, City Attorney Date

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and deemed effective as of the Effective Date identified above.

CLARK COUNTY

_____

Marilyn Kirkpatrick, Chair Date
Board of County Commissioners

Approved as to Form

_____

Carolyn Campbell, Deputy DA Date

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and deemed effective as of the Effective Date identified above.

CITY OF HENDERSON

_____

Richard A. Derrick, City Manager/CEO Date

Attest

_____

Sabrina Mercadante, MMC, City Clerk Date

Approved as to Content

_____

Shawn White, Fire Chief Date

Approved as to Funding

_____

Jim McIntosh CFO Date

Approved as to Form

_____ _____

Nicholas G. Vaskov, City Attorney CAO
City Attorney Review

Date of Council Action: _____
Henderson CMTS # _____

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
55

DEPARTMENT: Business Licensing **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
Discussion for possible action regarding the revocation or suspension of an Erotic Dance Establishment License CRAZY HORSE TOO GENTLEMEN'S CLUB LLC dba SIN CITY TEASERS GENTLEMEN'S CLUB at 2476 Industrial Road - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Discussion for possible action regarding the revocation or suspension of an Erotic Dance Establishment License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map
3. Suspension - Revocation Letter
4. Dangerous Building Notice and Oder to Comply
5. Submitted at Meeting - PowerPoint Presentations - Part 1 and Part 2

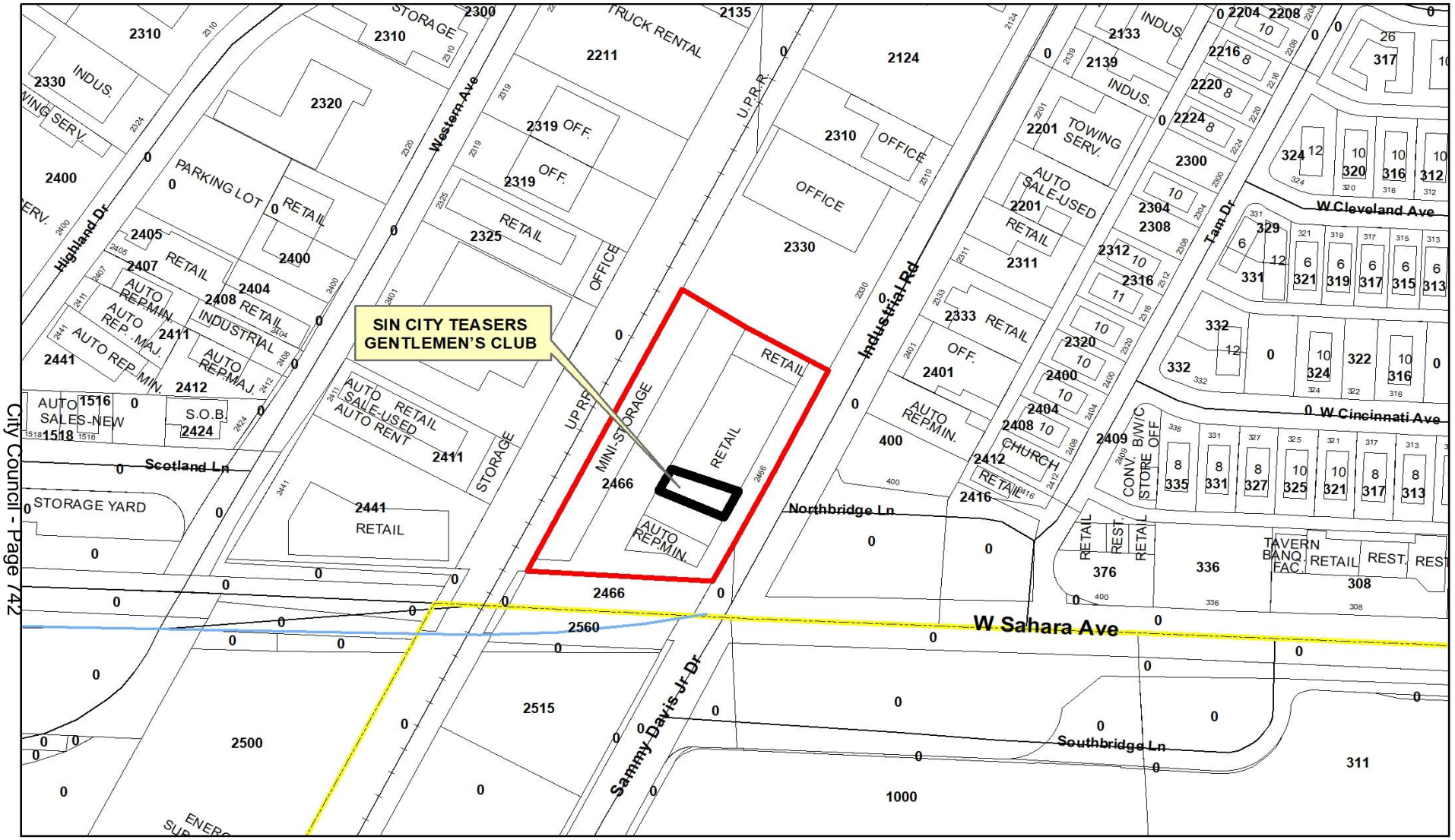
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: Discussion for possible action regarding the revocation or suspension of an Erotic Dance Establishment License CRAZY HORSE TOO GENTLEMEN'S CLUB LLC dba SIN CITY TEASERS GENTLEMEN'S CLUB at 2476 Industrial Road - Ward 3 (Diaz)

OWNERSHIP:

Crazy Horse Too Gentlemen's Club LLC
Mike Galam, Manager
Victor Galam, Member
Jacqueline Galam Barnes, Member



SIN CITY TEASERS GENTLEMEN'S CLUB
2476 Industrial Road
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: Thursday, July 25, 2019

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

BUSINESS LICENSE DIVISION

DEVELOPMENT SERVICES CENTER

333 N. RANCHO DRIVE
6TH FLOOR
LAS VEGAS, NV 89106

702.229.6281 | VOICE
702.382.6642 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

CERTIFIED MAIL

July 22, 2019

Crazy Horse Too Gentlemen's Club LLC
Victor Galam, Managing Member
36906 North Deerview Drive
Lake Villa, IL 60046

RE: Sin City Teasers Gentlemen's Club
2476 Industrial Road, Las Vegas NV 89102
License #G62-09140

Dear Mr. Galam:

This is an official notification regarding the possible suspension and or revocation of the erotic dance establishment license number G62-09140 due to failure to be in compliance with Las Vegas Municipal Code 6.35.140(B), as referenced in the enclosed Notice and Order for a Dangerous Building dated July 15, 2019.

LVMC 6.35.140(B):
The erotic dance establishment license shall be revoked or suspended if the licensee maintains or conducts business in any building or structure which is structurally unsafe, or does not provide adequate egress, or which constitutes a fire hazard, or which is otherwise dangerous to human life or safety, or which in relation to existing use constitutes a hazard to safety or health, or public welfare by reasons of inadequate maintenance, dilapidation or obsolescence.

The business license identified above will be heard before City Council for review and possible suspension and/or revocation on August 7, 2019 at 9:00am at the regularly scheduled City Council meeting located at City Hall, City Council Chambers, 495 South Main Street, 2nd Floor, Las Vegas, NV 89101.

Sincerely,

Mary McElhone, Deputy Director
Planning Department

MM:mg

cc: Las Vegas Metropolitan Police Department
Special Investigations Section
Brad Jerbic, City Attorney
Robert Summerfield, Planning Director

Enclosures:

Mike Galam
1949 S. Myrtle Ave.
Monrovia, CA 91016

Jacqueline Barnes
2348 N. Lenox Ct.
Round Lake Beach, IL 60073

Industrial Road 2440-2497 LLC
c/o Canico Capital Group LLC – Abraham Assil
1201 Parkway
Beverly Hills, CA 90210

DiFiore Consulting
Jim DiFiore
8550 W. Charleston Bl
#102 PMB 348
Las Vegas, NV 89117

DEPARTMENT OF PLANNING

NOTICE AND ORDER

DANGEROUS BUILDING
NOTICE AND ORDER TO COMPLY

July 15, 2019

Industrial Road 2440-2497 LLC
3172 S. Barrington Ave. #101
Los Angeles, CA 90066

RE: Case CE19-00288
Property: 2476 Industrial Rd.
APN: 162-04-407-001

You are hereby notified as owner(s) of the property located at 2476 Industrial Rd, Las Vegas, NV 89102, Parcel#162-04-407-001, that you are in violation of Las Vegas Municipal Code, Title 9, and Title 16 Building code, dealing with nuisance and building violations (hereinafter "**Property**"), which is legally described as:

That portion of Section 4 Township 21 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

Commencing at the South Quarter (S1/4) corner of said Section 4; Thence North 87 degrees 15' 15" West along the South line there of a distance of 61.79 feet to a point; Thence North 27 degrees 56'15" East, a distance 244.20 feet to the TRUE POINT OF BEGINNING; Thence North 27 degrees 56"15" East a distance of 200.00 feet to a point; Thence North 62 degrees 03'45" West a distance of 260.00 feet to a point on the East line of the L.A. & S.L. (Union Pacific) Railroad right of way 100 feet wide; Thence South 27 degrees 56' 15" West a distance of 200.00 feet to a point; Thence South 62 degrees 03'45" East a distance of 260.00 feet to the TRUE POINT OF BEGINNING.

Together with that portion of Section 4; Township 21 South, Range 61 East, M.D.M., City of Las Vegas, Clark County, Nevada, described as follows:

LAS VEGAS CITY COUNCIL
MAYOR CAROLYN G. GOODMAN
MAYOR PRO TEM LOIS TARKANIAN | STAVROS S. ANTHONY | BOB COFFIN
MICHELE FIORE | CEDRIC CREAR | WARD 2 *(Vacant)*
CITY MANAGER SCOTT ADAMS
Return to: CITY OF LAS VEGAS | 495 S. MAIN STREET | LAS VEGAS, NEVADA 89101
VOICE 702.229.6615 | FAX 702.382.4341 | TTY 7-1-1 | www.lasvegasnevada.gov

Commencing at the South Quarter (S1/4) corner of said Section 4, Thence North 87degrees 15"15" West along the South line thereof a distance of 61.79 feet; Thence North 27 degrees 56'15" East, along the Northwesterly line of Industrial Road (80 feet wide), 60.78 feet to the Northerly line of Sahara avenue, as described by a Deed recorded April 7, 1965 in Book 618 as Document No 496831 of the Official Recorded, Clark County Nevada, said point being the TRUE POINT OF BEGINNING; THENCE CONTINUING North 27 degrees 56'15" East, along said Northwesterly line 184.12 feet; Thence North 62 degrees 03'45" West, 260.00 feet to the Southeasterly line of the L.A. & S.L. (Union Pacific) Railroad right of way; Thence South 27 degrees 56'15" West, along said Southeasterly line, 305.72 feet; Thence South 87 degrees 15'15" East, along the aforedescribed Northerly line of Sahara Avenue, 287.33 feet to the TRUE POINT OF BEGINNING.

In addition, as the owner of the Property, you are responsible for all violations of the Las Vegas Municipal Code on or at your Property. The City has identified the following public nuisance violations per LVMC §9.04.010 at the Property:

1) The building is open and accessible and its nature, location, and/or character would tend to attract and endanger the safety of any minor person (open wall panels on exterior wall and on roof).
2) The building and areas around the buildings contain refuse, waste, litter, or other material, which is unsightly or interferes with the reasonable use and enjoyment of adjacent property, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises;
3) Graffiti allowed to remain for more than twenty-four hours on main building exterior walls;
4) The building has become so deteriorated (including openings in the building that allow access to transients, missing mechanical equipment (air conditioning units), interior hazardous wiring interior and exterior areas, hazardous plumbing (Leaking plumbing on roof, that is creating water damage to ceiling and interior areas that may create hazardous areas with water accumulation and deterioration);
5) Building is uninhabitable per LVMC Title 16 without proper utility services (operable water systems and lack of power), and is also creating a public nuisance due to lack of sanitary services for public access.
6) Criminal activity on the premises (numerous calls for police service and arrests and citations issued by the Las Vegas Metropolitan Police Department) (July 2018-December 2018 -12, January 2019-April 2019- 3, May 2019-2, June 2019-11)
7) Fire violations consisting of unsafe building, unsafe conditions, hazardous electrical, lack of means of egress, lack of maintenance on fire systems, and unilluminated exit lighting.

LVMC 9.04.010 "Public Nuisance", "nuisance", or "nuisance activity" means any of the following conditions:

1) Any area, structure or object which by its nature, location, or character would tend to attract and endanger the safety or any minor person.

2) Any violation of Title 16, including violations of the codes pertaining to building, construction, housing, and fire safety adopted thereunder.

4) Any refuse, waste, litter or other material, regardless of its market value, which, by reason of its location or character, is unsightly or interferes with the reasonable use and enjoyment of adjacent properties, has a detrimental effect upon adjacent property values, or would hamper or interfere with the containment of fire upon the premises. Examples include, without limitation, decaying or non-decaying solid and semi-solid wastes, whether or not combustible, such as old lumber, tin, wire, cans, barrels, cartons, boxes, rags, tires, inner tubes, brush, grass and hedge clippings, rocks, bricks, cinders, scrap iron, buckets, tubs, windows, screens, glass, bottles, wastepaper, bedsprings, mattresses, discarded furniture and appliances, bedding and material cleaned from animal or fowl pens, automobile parts, scrap paving material, and piles of earth mixed with other waste material which may harbor insect or rodent infestations or may become a fire hazard.

8) Any other act or condition, other than those permitted by NRS 40.140 and 202.450, which, by reason of its nature, character or location, interferes with the reasonable use and enjoyment of adjacent properties, or which has a detrimental effect upon adjacent property values. Such nuisances include without limitation the following:

(c) Graffiti, as defined in LVMC 10.48.060, that is allowed to remain for more than twenty-four hours;

(d) Unpainted or painted buildings, walls, fences or other structures whose condition has become so deteriorated as to create a hazardous condition; threaten collapse, displacement, or other breakdown of structural integrity; permit decay, excessive cracking, peeling, chalking, dry rot, warping or termite infestation; or create a condition of blight visible from public right-of-way;

The City has identified the following Title 16 Building and Construction Code conditions, which are further public nuisance violations per LVMC 9.04.010 Public Nuisance definition 2, and which render the building on the Property a dangerous building as set forth below:

LVMC 16.16.010 Uniform Dangerous Building
Uniform Code for Abatement of Dangerous Buildings, 1994 Code -Section 302- Dangerous Building

The following are the building assessment inspection findings as applicable to the *1994 Uniform Code for the Abatement of Dangerous Buildings* Section 302 – Dangerous Building:

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used.

12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood, or has become so dilapidated or deteriorated as to become:
    i. an attractive nuisance to children;
    ii. a harbor for vagrants, criminals or immoral persons; or as to
    iii. enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

15. Whenever a building or structure, use or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the health officer to be unsanitary, unfit for human habitation or in such a condition that is likely to cause sickness or disease.

16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the fire marshal to be a fire hazard.

17. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence, or as specified in Chapter 9.04 of the Las Vegas Municipal Code, or as amended from time to time.

18. Whenever any portion of a building or structure remains on a site after the demolition or destruction of the building or structure or whenever any building or structure is abandoned for a period in excess of six months so as to constitute such building or portion thereof an attractive nuisance or hazard to the public.

19. Whenever any building or structure, or portion thereof, whether partially or completely constructed, has become so dilapidated or deteriorated in condition or appearance, or is maintained in such a condition, as to endanger the safety of the public, be injurious to the senses, obstruct the free use of property of others or have a deleterious effect on the values of neighboring properties. (Section 7 of "A Supplemental Document Amending the Uniform Code For the Abatement of Dangerous Buildings. 1994 Edition.").

LVMC 16.08.010 Uniform Dangerous Building Code
Section 403 - Repair, Vacation and Demolition

The following standards shall be followed by the building official (and by the board of appeals if an appeal is taken) in ordering the repair, vacation and demolition of any dangerous building or structure:

1. Any building declared a dangerous building under this code shall be made to comply with one of the following:

1.1 The building shall be repaired in accordance with the current building code or other current code applicable to the type of substandard conditions requiring repair; or

1.2 The building shall be demolished at the option of the building owner; or

1.3 If the building does not constitute an immediate danger to the life, limb, property or safety of the public it may be vacated, secured and maintained against entry.

2. If the building or structure is in such condition as to make it immediately dangerous to the life, limb property or safety of the public or its occupants, it shall be ordered to be vacated.

3. If any building is vacated in order for repairs to be made in compliance with an order issued under this Code, a certificate of occupancy must be obtained upon completion of the repairs before re-occupancy will be permitted.

4. Whenever required permits are not taken out for repairs ordered to be made under this Code within the time specified therefor, or repair work is done without the benefit of any required permit, the building official is authorized to charge and collect, in connection with the issuance of permits, an administrative fee of one hundred dollars for each noncomplying single family dwelling unit and fifty dollars for each noncomplying dwelling unit within a multiple family dwelling.

The City has identified the following Fire Code Violations, which are further public nuisance violations per LVMC 9.04.010 Public Nuisance definition 2:

LVMC 16.16.010 International Fire Code and associated documents adopted.

The following Fire Code violations exist as of the July 3, 2019 inspection:

111.1.1 UNSAFE BUILDINGS, Unsafe conditions. Structures or existing equipment that are or hereafter become unsafe or deficient because of inadequate means of egress that constitute a fire hazard, or otherwise dangerous to human life or the public welfare, or involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. A vacant structure that is not secured against unauthorized entry as required by Section 311 shall be deemed unsafe. [this building has not been properly secured against unauthorized entry, and fire inspectors verified during this inspection that further vandalism has occurred since the previous inspection – AC units have been stolen off the roof and gaping holes left in the ceiling through which homeless individuals have been gaining access.]

604.1 Abatement of electrical hazards. Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used. ***[this section covers all areas of cut wiring, hanging fixtures, missing fixtures with open wiring, missing cover plates and box covers, illegal splices, and damaged equipment that was observed during the last several inspections of this facility.]***

1008.2 MEANS OF EGRESS, Illumination required. The *means of egress* serving a room or space shall be illuminated at all times that the room or space is occupied. ***[Illumination required under both normal power and emergency power.]***
1013.3 EXIT SIGNS, Illumination. Exit signs shall be internally or externally illuminated.

901.6 Inspection, testing, and maintenance. Fire detection and alarm systems, emergency alarm systems, gas detection systems, fire-extinguishing systems [sprinklers], mechanical smoke exhaust systems, and smoke and heat vents shall be maintained in an operative condition at all times, and shall be repaired or replaced when defective. ***[Fire alarm, fire sprinkler, and fire alarm monitoring at this location have not received regular maintenance – only when the operators wish to have a temporary opening event are they serviced and tagged. The Fire Code requires that contracts are in place for periodic maintenance of the sprinkler and alarm system, yet the operator has never produced a contract for the inspector to review. The fire alarm panel was showing another "trouble" light the day of this inspection as well]***

You are hereby notified as the owner/agent of the referenced property that you are in violation of Las Vegas Municipal Code (LVMC), including without limitation Title 9 Nuisance and Title 16 Buildings and Construction. The above listed violations must be corrected and City inspection approval of all required corrective work must be obtained.

Accordingly, the following corrective work and compliance deadlines are hereby established and ordered, and should you fail to comply the City has the right to abate the public nuisances at your cost:

No later than July 26, 2019:

1. Maintain property secure at all times.
2. Remove all graffiti and maintain property free of graffiti at all times.
3. Remove all refuse and waste visible from public areas, or that does not create a fire hazard.
4. Post No Trespassing signage on all areas of the property.
5. Hire a licensed security firm to provide 24 hour security to prevent access into the substandard/dangerous building;

6. If 24 hour onsite security is not an option, you may fence the entire perimeter of the Property with security fencing to prevent access into the building;
7. Cease all access and usage of building by public for business purposes until you abate all violations stated herein and you obtain written confirmation from Code Enforcement.
8. Contact City Code Enforcement and propose and agree upon an action plan and timeframe acceptable to City to **secure all openings in building and roof, remove all debris, refuse, and waste** from the exterior of the property and hire 24 hour onsite security until security fencing has been installed. If issues onsite do not correct, permanent onsite 24 hour security will be required.

And, under Section 203 of Chapter 16.02 of the City of Las Vegas Code (2012 Administrative Code): Section 203 Unsafe Buildings, Structures or Building Service Equipment

Buildings or structures regulated by this Code and the technical codes which are structurally inadequate or have inadequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life are, for the purposes of this section, unsafe buildings. The Building Official may require any reports, tests, engineering studies or other documentation they may deem necessary to determine the adequacy of the safety of a building or structure. The requirements of the Uniform Code for the Abatement of Dangerous Buildings as adopted and amended shall also be used to determine the adequacy of the safety of a building or structure. Any engineering, testing, studies, reports, etc. required by the Uniform Code of the Abatement of the Dangerous Buildings or by the Building Official shall be done at no expense to the Building Department or local jurisdiction. Costs of any engineering, testing, studies, reports, etc. shall be paid by the owner or the owner's representative. Should the evaluation of such engineering, tests, studies, reports, etc. exceed the expertise of the Building Official, the Building Official may require the owner or owner's authorized representative to pay the cost of a third-party selected by the Building Official to conduct and independent review of the results.

Building service equipment regulated by such codes, which constitutes a fire, electrical, or health hazard, or an unsanitary condition, or is otherwise dangerous to human life, for the purpose of this section, is unsafe. Use of buildings, structures or building service equipment constituting a hazard to safety, health or public welfare by reason of inadequate maintenance, dilapidation, obsolescence, fire hazard, disaster, damage or abandonment is, for the purpose of this section, an unsafe use.

Parapet walls, cornices, spires, towers, tanks, statuary and other appendages or structural members, which are supported by, attached to, or a part of a building which are in a deteriorated condition or otherwise unable to sustain the design loads which are specified in the Building Code are hereby designated as unsafe building appendages.

Unsafe buildings, structures or appendages and building service equipment are hereby declared to be public nuisances and shall be abated by repair, rehabilitation, demolition or removal in accordance with the procedures set forth in the Uniform Code for the

Abatement of Dangerous Buildings or such alternate procedure as may be adopted by this jurisdiction. As an alternative, the Building Official or other employee or official of this jurisdiction as designated by the governing body may institute other appropriate action to prevent, restrain, correct or abate the violation.

LVMC 9.04.020 authorizes the City of Las Vegas to assess and collect a re-inspection fee of $120.00 if the violation(s) are not brought into compliance by the re-inspection date on this notice. An additional fee of $180.00 per hour, one-hour minimum (not to be pro-rated), will be charged for each additional inspection after the initial re-inspection.

In addition, LVMC 9.04.020 and 9.040.040 authorizes the city to assess a civil penalty concurrently with the re-inspection fees assessed. Penalties will be assessed per day- Residential ($500) or Commercial ($1000)

You are hereby ordered to correct the nuisance conditions noted within the previously stated deadlines. If you do not correct the violations by the specified date and time, the City may issue a misdemeanor citation for violations for each and every date the violations exist, with a penalty of up to Five Hundred Dollars ($500) [[is the fine higher for commercial??]] or fine of up to six (6) months in jail or both for each violation.

If you disagree with this Notice and Order, then within ten days after service of the Notice and Order, the owner or responsible party may appeal to the City Council. Such appeal shall be in writing and shall be filed with the City Clerk. Within ten days after the appeal has been filed, the appellant shall be given written notice of the procedure and time frame for the hearing of the appeal. If the appeal is heard by a designee, there shall be a further right of appeal to a court of competent jurisdiction. The decision of the City Council or the Council's designee, in cases where a designee hears an appeal and no further appeal is taken, shall be final and conclusive. **An owner or responsible party failing to appeal as provided in this section shall be deemed to have waived any and all objections to the existence of a public nuisance and the abatement of such a nuisance by the City shall be at your cost.** Failure to appeal will constitute a waiver of all rights to an administrative hearing and determination of the matter.

It is recommended that you contact **Beth Bryne**, **Code Enforcement Supervisor** at (702) 229-4734 concerning your intentions about the referenced property at your earliest convenience.

Sincerely,

Michael Cunningham, C.B.O.
Deputy Director/Building Official
Department of Building and Safety

Vicki Ozuna
Code Enforcement Sect. Manager
Department of Planning

Crazy Horse Too LLC dba
Sin City Teasers Gentlemen's Club

Erotic Dance Establishment License G62-09140

Submitted At Meeting

Date 8/7/19 Item 55
Part 1

City

Erotic Dance License Ownership

Crazy Horse Too LLC dba Sin City Teasers Gentlemen's Club

Mike Galam, 10%

Victor Galam, 85%

Jacqueline Galam Barnes, 5%

Previous Name The Horse Gentlemen's Club changed on March 28, 2019

Land Ownership

Land Ownership – Industrial Road 2440-2407 LLC

100% owned Canico Capitol Group , LLC

George Eshaghian (SN & GE, LLC), Manager, 3%

Abraham Assil (West Best Capitol Group, LLC), Manager, 37.07%

Rhino Bare LLC, 59.93%

Victor Galam, 91%

Marsha Galam 9%

LVMC 6.35.140 - Revocation or suspension of license or permit

(B) The erotic dance establishment license shall be revoked or suspended if the licensee maintains or conducts business in any building or structure which is structurally unsafe, or does not provide adequate egress, or which constitutes a fire hazard, or which is otherwise dangerous to human life or safety, or which in relation to existing use constitutes a hazard to safety or health, or public welfare by reasons of inadequate maintenance, dilapidation or obsolescence.

Recent History

- **October 2014 – Present:** Operates 8 hours every 30 days as an erotic dance establishment (no liquor) to preserve land use as a sexually oriented business
- **April 2019:** The LV Fire Prevention Division informed licensee of fire life safety code violations; power out to the fire suppression control panel.
- **June 4, 2019:** One day opening
- **June 5, 2019:** LV Fire issued a Stop Work Order where location can no longer be opened to the public; due to life safety issues. No power to fire control panel and no water to sprinkler system.
- **July 5, 2019:** One day opening takes place. Power on at fire control panel and water turned on for sprinkler system. However, other unsafe building issues exist.
- **July 15, 2019:** Notice and Order Issued for Dangerous Building. Building Closed to Public.
- **July 22, 2019**: Notification letter sent regarding possible suspension and revocation of the erotic dance license to be heard at the August 7, 2019 City Council.

- Building and Safety Concerns
- Fire Prevention Concerns

2476 Industrial Rd. – Crazy Horse

Notice & Order Violations – Issued 7/15/2019

- **Open & Accessible Building**
  - Building is unsecured and allows transients to access the interior of the building
- **Substandard Building Issues**
  - Mechanical Equipment is inoperable, in need of repair, or missing.
  - Damaged Plumbing
    - Water Damage in walls and ceiling areas.
  - Hazardous Electrical Wiring is visible through out the building.
- **Refuse & Waste**
  - Exterior areas of property
  - Interior has debris with water damage and rodent infestation.
- **Graffiti on visible areas to public**
- **Lack of Utilities**
  - No Power to the property
  - Lack of Water Service due to leak issues.
- **Fire Safety Violations**
  - Unsafe building and interior conditions
  - Hazardous electrical systems
  - Obstructed path of egress
  - Lack of required periodic maintenance on fire systems
  - Nonfunctional emergency and exit lighting

Submitted after final agenda
Date 8/7/19 Item 515
Part 2

2476 Industrial Rd. – Crazy Horse Substandard Building Conditions



2476 Industrial Rd. – Crazy Horse
Substandard Building Conditions



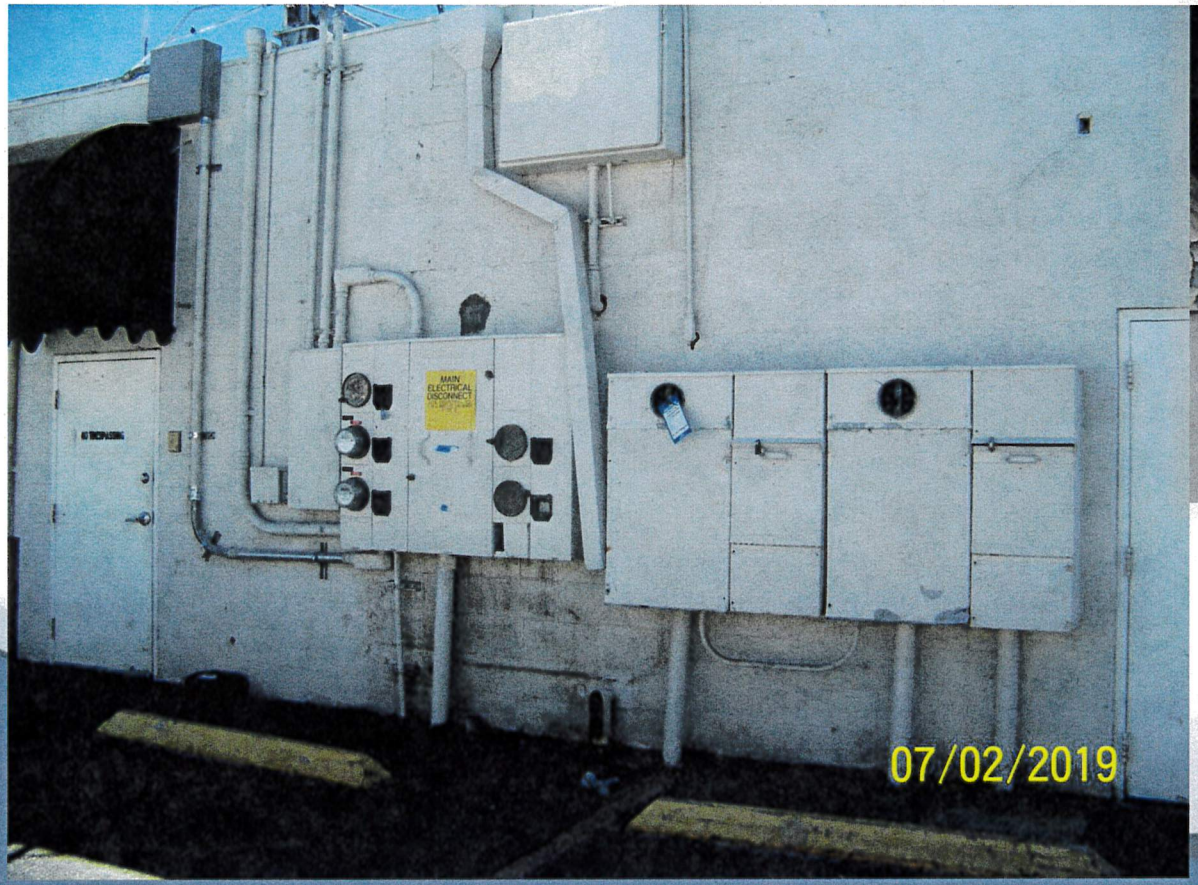


2476 Industrial Rd. – Crazy Horse
Substandard Building Conditions





2476 Industrial Rd. – Crazy Horse
Substandard Building Conditions





Service Panels- Tagged by Nevada Power



07/02/2019

2476 Industrial Rd. – Crazy Horse
Substandard Building Conditions



2476 Industrial Rd. – Crazy Horse
Substandard Building Conditions





Substandard Building Conditions
Roof- Broken Mechanical Equipment & Openings





Substandard Building Conditions
Roof- Broken Mechanical Equipment & Openings





Dismantled Mechanical Equipment







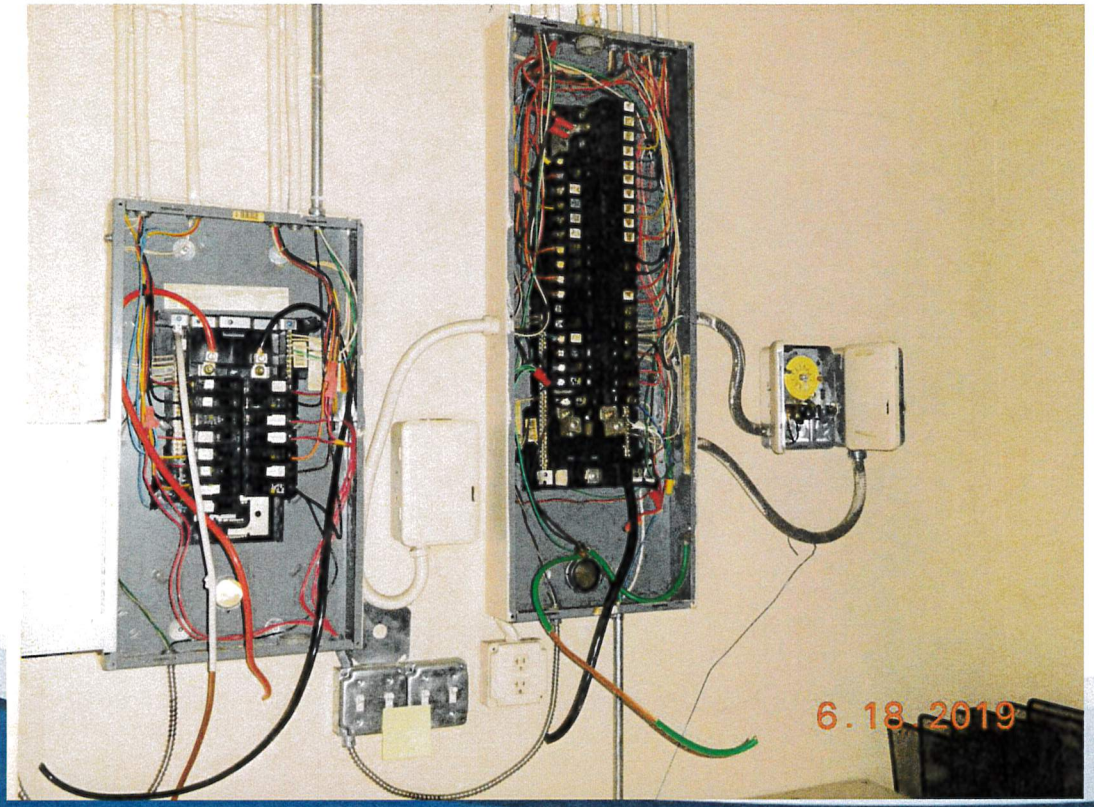
Substandard Building Conditions






Building Red Tagged due to Substandard Conditions Interior and Exterior
RIESPASSING
207.200
NO TRESPASSING
6-12-2019

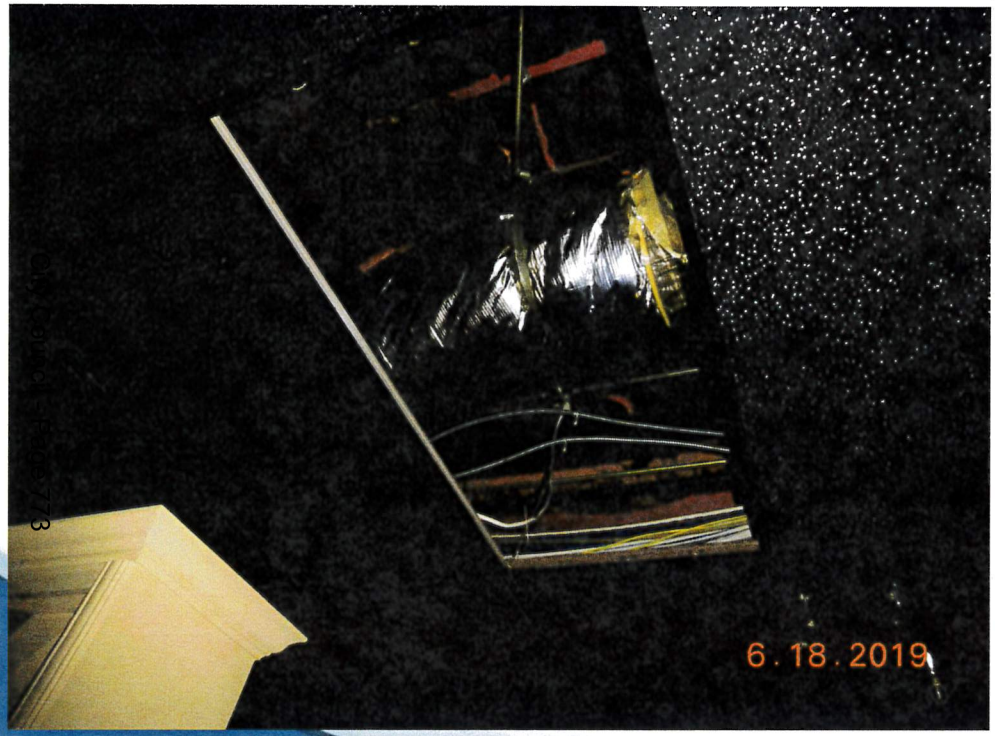
Interior
Hazardous Electrical



Interior
Water Intrusion & Damage



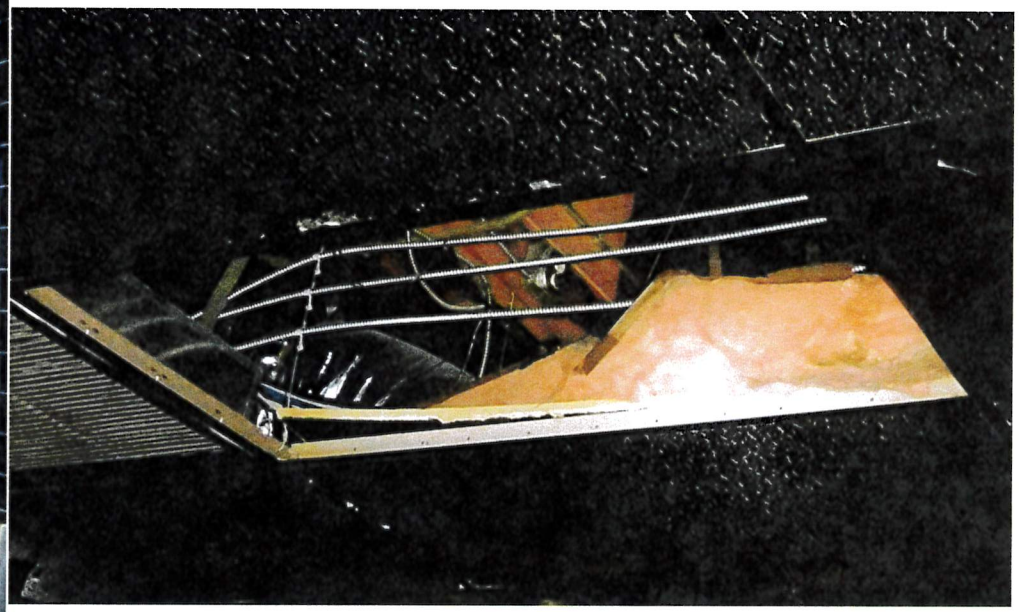
Interior- Missing Ceiling Panels





Interior Openings to Ceiling & Roof area

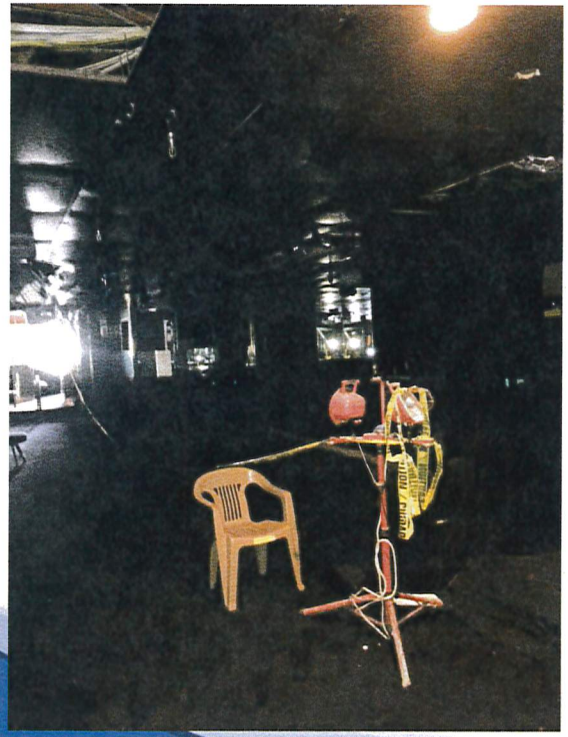


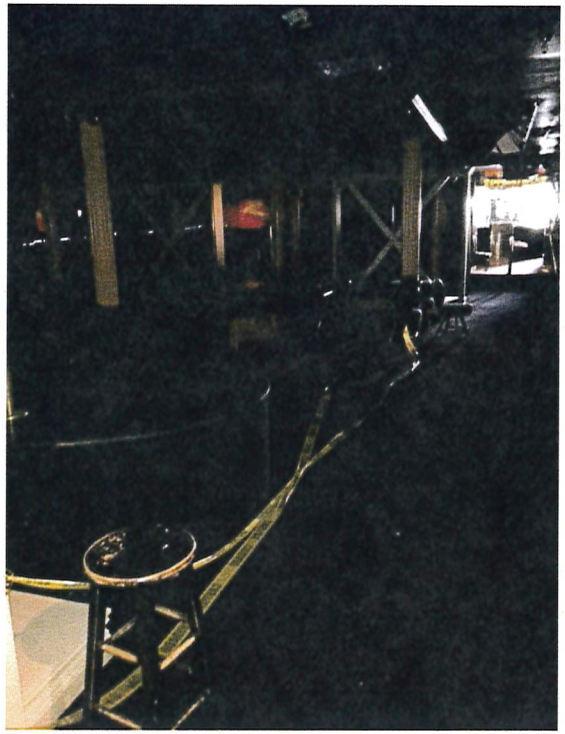


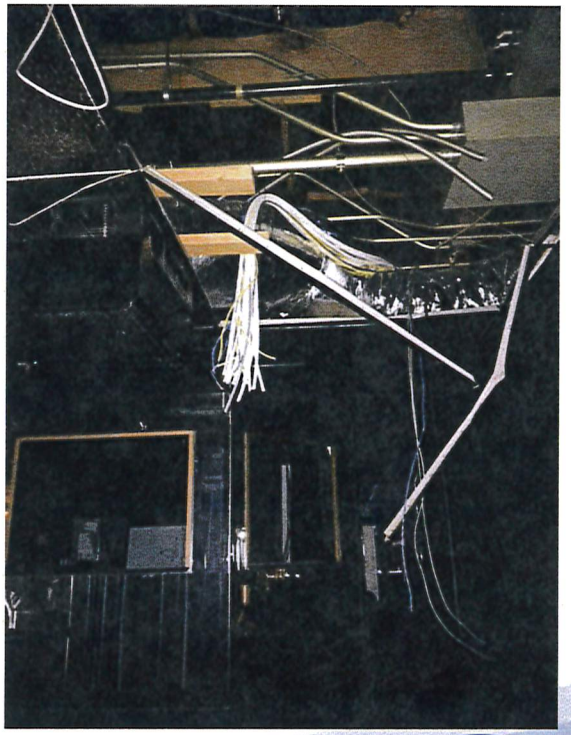
2476 Industrial Rd. – Crazy Horse Substandard Building Conditions



Interior Area



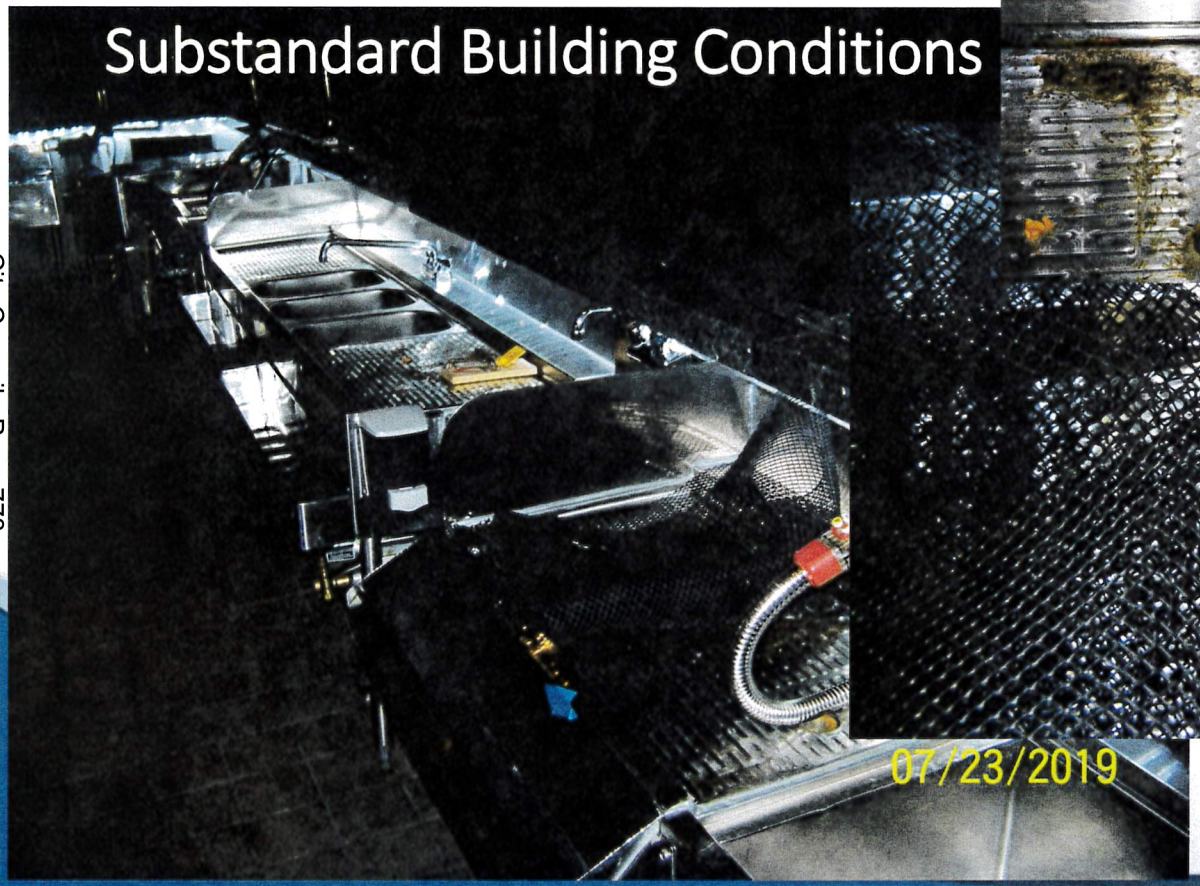




2476 Industrial Rd. – Crazy Horse
Substandard Building Conditions



Substandard Building Conditions







Remaining Violations as of 8/5/2019

- Open & Accessible Building
  - Building is unsecured and allows transients to access the interior of the building
- Substandard Building Issues
  - Mechanical Equipment is inoperable, in need of repair, or replacement.
  - Damaged Plumbing
    - Water Damage in walls and ceiling areas.
  - Hazardous Electrical Wiring- visible through out the building.
- Refuse & Waste
  - Exterior areas of property
  - Interior has debris with water damage and rodent infestation.
- Graffiti on exterior areas visible to public
- Lack of Utilities
  - No Power to the property
  - Lack of Water Service due to leak issues.
- Fire Safety Violations
  - Unsafe building and interior conditions
  - Hazardous electrical systems
  - Obstructed path of egress
  - Lack of required periodic maintenance on fire systems
  - Nonfunctional emergency and exit lighting

Remaining Violations as of 8/5/2019
Dismantled Mechanical Equipment
AC & Heating



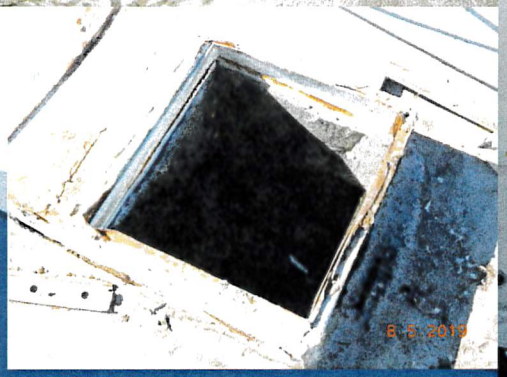




Violations Remaining as of 8/5/2019
Accessible Holes creating Fall Hazards & Providing Entrance Into Building

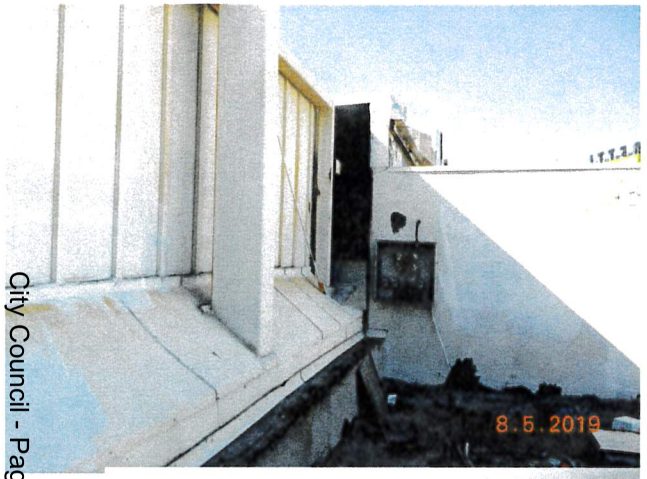






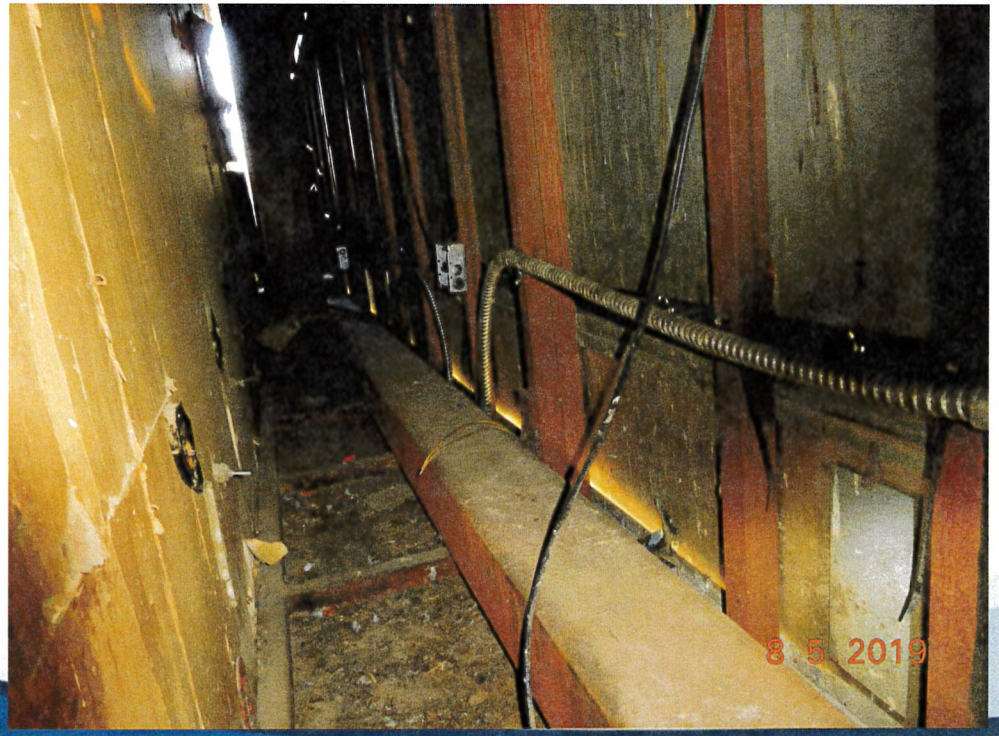


Violation Remaining As of 8/5/2019

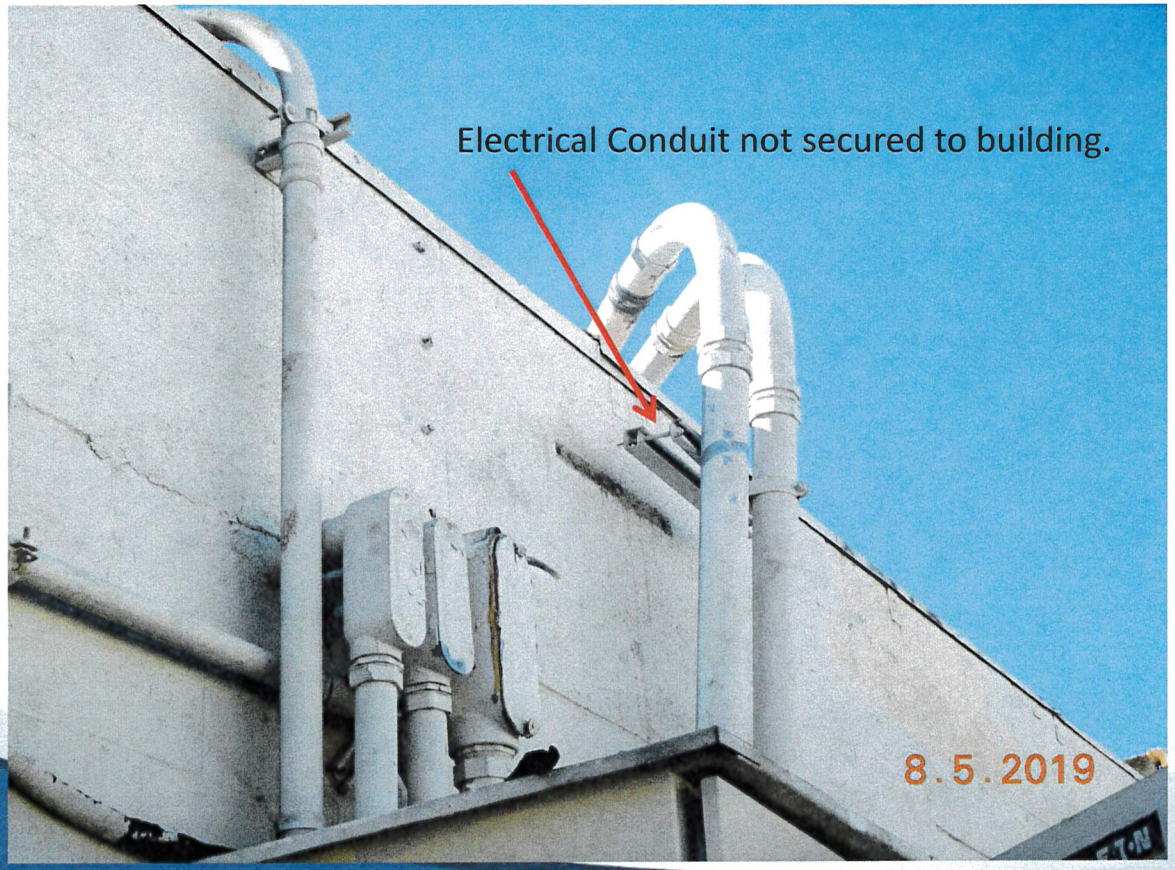




Unsecured accessible area on roof behind top facade area.



Remaining Violations as of 8/5/2019

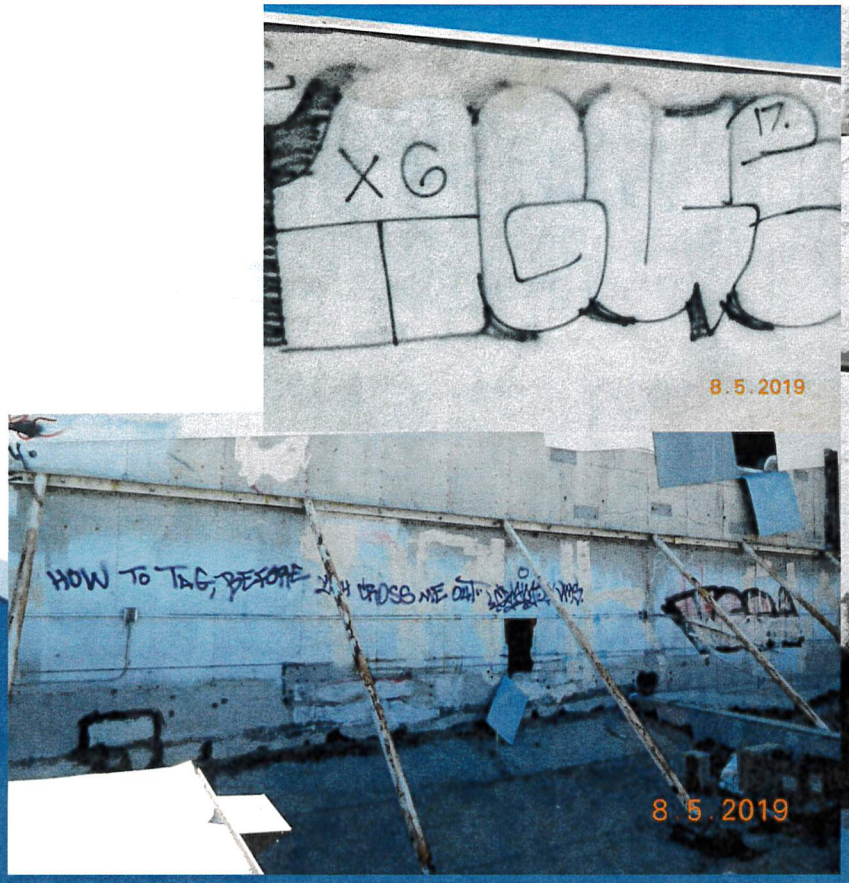


Remaining Violations as of 8/5/2019
No Permits obtained to correct electrical violations.



Remaining Violations as of 8/5/2019

New Graffiti on Building - Front & Upper Areas





AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
56

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

SUBJECT:
RESOLUTIONS:

R-39-2019 - Public hearing and discussion for possible action regarding a Resolution relating to a proposed Tourism Improvement District in the City of Las Vegas and other matters properly relating thereto for the project known as Area 15, an approximate 15-acre parcel bordered by Desert Inn Road to the south, Rancho Drive to the east, Sirius Avenue to the north and approximately 604 feet from Polaris Avenue to the west (Assessor Parcel Number 162-08-418-002) - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City Council commissioned and received a report (the "Report") entitled "Area 15-Las Vegas, NV Preponderance Study and Related Analysis" prepared by C.H. Johnson Consulting, Inc., dated June, 2019 regarding the positive fiscal effect of the proposed project in the District (the "Project") on the provision of local governmental services and the preponderance of the increase in the proceeds from the sales and use taxes in the District will be attributable to transactions with tourists who are not residents of the State of Nevada (the "Findings").

On June 19, 2019 the City Council adopted a resolution authorizing the distribution of materials and the publication of notice of a public hearing relating to the proposed Tourism Improvement District ("District"). Pursuant to the resolution, the City notified Clark County of the public hearing noticed for August 7, 2019 at least 45 days prior to the public hearing.

On July 16, 2019, the Board of County Commissioners of Clark County held a public hearing on the proposed District and the Findings and after the public hearing the County Manager of Clark County provided written comments. Pursuant to NRS 271A.080(4), the City Council may consider the written comments of the County Board of County Commissioners when making the written finding regarding the fiscal effect of the proposed District on the provision of local governmental services and shall consider those comments when considering the terms of any agreement pursuant to NRS 271A.110. This public hearing has been noticed by publication pursuant to NRS chapter 271A.

This public hearing is required by NRS 271A.080(2), (3) and (6) and NRS 360.855(3) as part of the process of establishing the proposed District. If the proposed District is established, 75% of certain sales and use taxes generated in the proposed District (the "District Sales Taxes") are expected to be pledged to the payment the cost of acquisition, improvement and equipment of the Project and to pay amounts under an agreement to reimburse a governmental entity or person pursuant to NRS 271A.120 for the cost of acquisition, improvement and equipment of the Project. After considering the Report and the factors listed in NRS 271A.080(3)(a) through

(d), inclusive, and all written and oral information presented at the public hearing, this Resolution makes the Findings as more fully set forth in the resolution that the Project would have a positive fiscal effect on the provision of local government services and that a preponderance of sales tax generated in the proposed District would come from tourists who are not residents of the State of Nevada.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-39-2019
2. Site Map
3. Area 15 - Las Vegas, NV Preponderance Study and Related Analysis
4. Letter from County Manager Yolanda King dated July 23, 2019
5. Submitted at Meeting - PowerPoint Presentation

RESOLUTION NO. R-39-2019

A RESOLUTION MAKING CERTAIN WRITTEN FINDINGS AND DETERMINATIONS PURSUANT TO NRS 271A.080(2), (3) AND (5) AND NRS 360.855(3) RELATING TO A PROPOSED TOURISM IMPROVEMENT DISTRICT IN THE CITY OF LAS VEGAS AND OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, the City Council (the "**City Council**") of the City of Las Vegas, Nevada (the "**City**"), in the State of Nevada (the "**State**") desires to consider adopting an ordinance pursuant to NRS 271A.070 creating a Tourism Improvement District (the "**District**") as further described herein; and

WHEREAS, under Nevada Revised Statutes Chapter 271A (the "**Tourism Act**"), the City has the power if certain conditions are satisfied to create a tourism improvement district (the "**District**") for the development of property within the jurisdiction of the City including real or personal property suitable for retail, tourism or entertainment purposes and any real or personal property necessary, useful or desirable in connection with any of the projects set forth in NRS 271A.050; and

WHEREAS, the City Council desires to proceed with the steps necessary for the creation of the district (the "**District**") described in the resolution adopted by the Council on June 19, 2019 calling a hearing on the District to be held on August 7, 2019 to consider making certain findings and determinations; and

WHEREAS, there has been filed with the City Clerk a report entitled "Area 15-Las Vegas, NV Preponderance Study and Related Analysis" prepared by C.H. Johnson Consulting, Inc., dated June, 2019 (the "**Report**") which is a report of an independent consultant addressing the fiscal effect of the project proposed for the District and the financing thereof under Chapter 271A of NRS on the provision of local governmental services (the "**Fiscal Effect**") as required in Subsection 3 of NRS 271A.080 (the "**Filed Information**"); and

WHEREAS, the Council desires to construct a project (the "**Project**") to be located in the District as further described in the Report as provided in NRS 271A.050; and

WHEREAS, pursuant to the Tourism Act, the City desires to finance a portion of the Project through the issuance of agreements pursuant to the Tourism Act which shall be repaid through the pledge of the sales and use taxes collected in the District and distributed to the City pursuant to NRS 271A.070(1)(c) of the Tourism Act; and

WHEREAS, the Tourism Act requires, among other things, that before the District may be created, the City Council shall make a written finding at a public hearing, based upon reports from independent consultants, as to whether the Project and the financing thereof will have a positive fiscal effect on the provision of local governmental services (the "**Fiscal Effect Finding**"), after considering the factors described in NRS 271A.080(3); and

WHEREAS, pursuant to the Tourism Act, at least 45 days before making the Fiscal Effect Finding, the Council must have provided and has provided, to the Board of County Commissioners of Clark County (the "**County BCC**"), written notice of the time and place of the meeting at which the Council will consider making the Fiscal Effect Finding and the Filed Information which consists of each analysis prepared by or for or presented to the Council regarding the fiscal effect of the Project and the use of any money proposed to be pledged pursuant to the Tourism Act on the provision of local governmental services, including without limitation, services for education, including operational and capital costs, and services for police protections and fire protection, as a result of the properties and businesses expected to be located in the District; and

WHEREAS, the Filed Information, among other things, addresses the fiscal effect on the provision of local governmental services and the estimated amount and source of sales and use taxes generated in the District; and

WHEREAS, the City desires:

(i) to approve and authorize and

(ii) to seek approval of

the use of money received pursuant to subsection 1 of NRS 360.855 (that is not needed to make payments due during a fiscal year under any agreements made pursuant to NRS 271A.120) to make prepayments of any amounts due under any agreements entered into pursuant to NRS 271A.120 with respect to the District; and

WHEREAS, the City has provided at least 15 days' notice by publication of a public hearing held on the date hereof pursuant to the Tourism Act.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS, NEVADA AS FOLLOWS:

Section 1. Written Findings Pursuant to NRS 271A.080(2) and (3).

The Council has provided the materials and notices required by NRS 271A.080(4) and (5) to the County BCC. The County Board conducted a public hearing and the County BCC has provided comments to the Council. The Council has considered the comments provided by the County BCC in making the written Fiscal Effect Finding set forth below. Pursuant to NRS 271A.080(2) and (3) as part of the process of establishing the proposed District, the Council must make a written finding at a public hearing, based upon the Filed Information as to whether the proposed Project and the financing thereof pursuant to the Tourism Act will have a positive fiscal effect on the provision of local governmental services and that the Project will benefit the proposed District. For purposes of NRS 271A.080(2) and (3), at a public hearing on the date hereof, the Council hereby finds and determines that based upon the Filed Information and after considering the factors listed in NRS 271A.080(3)(a) through (d), inclusive, and all written and oral information presented at the public hearing held on this date: (i) the Project will have a positive fiscal effect on the provision of local governmental services and (ii) the Project will benefit the District.

Section 2. Written Finding Pursuant to NRS 271A.080(5).

For purposes of NRS 271A.080(5), at a public hearing on the date hereof, based upon the Filed Information, and all written and oral information presented at the public hearing held on this date the Council hereby finds and determines that: (a) as a result of the Project (1) retailers will locate their businesses as such in the District; and (2) there will be a substantial increase in the proceeds from sales and use taxes remitted by retailers with regard to tangible personal property sold at retail, or stored, used or otherwise consumed in the District; and (b) a preponderance of that increase in the proceeds from the sales and use taxes will be attributable to transactions with tourists who are not residents of the State of Nevada.

Section 3. Approval of Use of Monies Under NRS 360.855(3).

Pursuant to NRS 360.855(3) the City Council hereby approves and authorizes the use of money received pursuant to subsection 1 of NRS 360.855 (that is not needed to make payments due during a fiscal year under any agreements made pursuant to NRS 271A.120) to make prepayments of any amounts due under any agreements entered into pursuant to NRS 271A.120 with respect to the District.

Section 4. Providing Notice and Materials to the Commission on Tourism. City staff is hereby authorized and directed to provide notice and materials required by NRS 271A.080(6) and NRS 360.855(3) to the Commission on Tourism necessary to effectuate the provisions of this resolution.

Section 5. Conclusive Determinations. Pursuant to NRS 271A.090, the determinations and written findings made by the Council in this Resolution are conclusive in the absence of fraud or gross abuse of discretion.

Section 6. Effective Date. This resolution shall be effective upon passage.

[LEFT BLANK INTENTIONALLY AND CONTINUED ON NEXT PAGE]

Section 7. Repealer and General Provisions. Any resolution which conflicts with this resolution is hereby repealed. The officers of the City are hereby authorized and directed to take all action necessary to effectuate the provisions of this resolution. The provisions of this resolution shall be liberally construed to effectively carry out its purposes. In the event that any provision in this resolution is deemed void, invalid or unenforceable by a court of competent jurisdiction, then such offending provision shall be severed from this resolution and all the remaining provisions (including the repealer provision) shall remain in full force and effect.

PASSED, ADOPTED AND APPROVED this August 7, 2019.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

By: John S. Ridilla 7/25/19
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

STATE OF NEVADA)
)
CITY OF LAS VEGAS)

I, LuAnn D. Holmes, MMC, am the duly chosen and qualified Acting City Clerk of Las Vegas (the "**City**"), in the State of Nevada, do hereby certify:

1. The foregoing pages constitute a true, correct, complete and compared copy of a resolution adopted by the City Council (the "**Council**") at a meeting held on August 7, 2019.

2. The adoption of the resolution was duly moved and seconded and the resolution was adopted by an affirmative vote of a majority of the members of Council as follows:

Those Voting Aye:

Mayor:	Carolyn G. Goodman
Council members:	Brian P. Knudsen
	Stavros S. Anthony
	Cedric Crear
	Olivia Diaz
	Michele Fiore

Those Voting Nay: _____

Those Absent: _____

3. The original of the resolution has been approved and authenticated by the signatures of the Mayor of the City and myself as City Clerk and has been recorded in the regular official record of the Council kept for that purpose in my office, which record has been duly signed by the officers and properly sealed.

4. All members of the Council were given due and proper notice of the meeting. Pursuant to Nevada Revised Statues ("NRS") 241.020, written notice of the meeting was given not later than 9:00 a.m. on the third working days before the meeting including in the notice the time, place, location, and agenda of the meeting:

(a) By posting a copy of the notice at least three working days before the meeting on the City's website, at the principal office of the Council, or if there is no principal office, at the building in which the meeting is to be held, on the official website of the State of Nevada pursuant to NRS 232.2175 and at least three (3) other separate, prominent places within the jurisdiction of the Council, to wit:

(i) City Hall
495 S. Main Street
Las Vegas, Nevada

(ii) City of Las Vegas
333 N. Rancho Drive
Las Vegas, Nevada

(iii) Clark County Government Center
500 S. Grand Central Parkway
Las Vegas, Nevada

(iv) Grant Sawyer Building
555 E. Washington Avenue
Las Vegas, Nevada

(v) The City of Las Vegas website

and

(b) Prior to 9:00 a.m. at least 3 working days before such meeting, such notice was mailed to each person, if any, who has requested notices of meetings of the Council in compliance with NRS 241.020(3)(b) by United States Mail, or if feasible and agreed to by the requestor, by electronic mail.

5. Upon request, the Council provides at no charge, at least one copy of the agenda for its public meetings, any proposed ordinance or regulation which will be discussed at the public meeting, and any other supporting materials provided to the Council for an item on the agenda, except for certain confidential materials and materials pertaining to closed meetings, as provided by law.

6. A copy of such notice so given of the meeting of the Council August 7, 2019 is attached to this certificate as Exhibit A.

IN WITNESS WHEREOF, I have hereunto set my hand on this August 7, 2019.

LuAnn D. Holmes, MMC, City Clerk

EXHIBIT A

(Attach Copy of Notice of Meeting)

EXHIBIT A

NOTICE OF PUBLIC HEARING

NOTICE is hereby given that the City Council of the City of Las Vegas, Nevada (the "Council" and "City", respectively) will hold a public hearing at a regular meeting to be held on Wednesday, August 7, 2019 at the hour of 9:00 a.m. in the Council Chambers, Las Vegas City Hall Complex, 495 South Main Street, Las Vegas, Nevada to consider (i) making a written finding at a public hearing that the project (the "Project") consisting of real or personal property suitable for retail, tourism or entertainment purposes and any real or personal property necessary, useful or desirable in connection with any of the projects set forth in NRS 271A.050, to be located in the District, proposed to be constructed and acquired for a Tourism Improvement District on approximately 15 acres located in the City whose boundaries are generally described below (the "District") will benefit the District (ii) making a written finding at a public hearing, based upon the report entitled "Area 15-Las Vegas, NV Preponderance Study and Related Analysis" prepared by C.H. Johnson Consulting, Inc. dated June, 2019 (the "Report") as to whether the proposed Project and the financing thereof pursuant to Chapter 271A of Nevada Revised Statutes ("Chapter 271A") will have a positive fiscal effect on the provision of local governmental services (the "Fiscal Effect Finding"); (iii) making determinations that (a) as a result of the Project: (1) retailers will locate their businesses as such in the District; and (2) there will be a substantial increase in the proceeds from sales and use taxes remitted by retailers with regard to tangible personal property sold at retail, or stored, used or otherwise consumed in the District; and (b) a preponderance of that increase in the proceeds from the sales and use taxes will be attributable to transactions with tourists who are not residents of the State of Nevada; and (iv) approving the use of amounts received from the District Sales Taxes described in the next paragraph of this notice, which are not needed to make payments due during a fiscal year under any agreements made pursuant to NRS 271A.120, for the purpose of prepaying amounts due under any agreements entered into pursuant to NRS 271A.120, or any combination thereof, with respect to the District.

The public hearing is required by NRS 271A.080(2), (3) and (6) and NRS 360.855(3) as part of the process of establishing the proposed District. If the proposed District is established, 75% of certain sales and use taxes generated in the proposed District (the "District Sales Taxes") are expected to be pledged to the payment the cost of acquisition, improvement and equipment of the Project and to pay amounts under an agreement to reimburse a governmental entity or person pursuant to NRS 271A.120 for the cost of acquisition, improvement and equipment of the Project. The proposed District's boundaries are generally described as an approximate 15 acre parcel in the City, bordered by Desert Inn Road to the South, Rancho Drive to the East and Sirius Avenue to the North (Assessor's Parcel Number 162-08-418-002). Further information on the District, the District Sales Taxes and the Project is in the Report.

The Report will be considered, among other things, at the public hearing on August 7, 2019. A copy of the Report, and other information concerning the Project and the proposed District may be examined in the office of the City Clerk, 495 South Main Street, Las Vegas, Nevada. All persons are invited to attend and to be heard regarding the proposed action. Prior to the hearing, written comments may be filed with the City Clerk at the aforementioned address.

EXHIBIT B

(Attach Minutes of Public Hearing on August 7, 2019 Meeting)

EXHIBIT C

(Attach Copy of Comments from County BCC)

EXHIBIT C

Office of the County Manager

500 S Grand Central Pky 6th Fl • Box 551111 • Las Vegas NV 89155-1111
(702) 455-3530 • Fax (702) 455-3558

Yolanda T. King, County Manager
Kevin Schiller, Assistant County Manager • Randall J. Tarr, Assistant County Manager • Jeffrey M. Wells, Assistant County Manager
Jessica L. Colvin, Chief Financial Officer
Les Lee Shell, Chief Administrative Officer

July 23, 2019

The Honorable Carolyn Goodman
Mayor of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

RE: City of Las Vegas Recommendation to Establish a Tourist Improvement District

Dear Mayor Goodman:

On July 16, 2019, Mr. Bill Arent, Director of the City of Las Vegas Economic and Urban Development team provided the Board of County Commissioners (Board) an overview of a potential Tourist Improvement District (TID) for the Area 15 project located on Assessor's Parcel Number 162-08-418-002. In accordance with NRS 217A.080, the Board is authorized to submit comments to the City regarding the impacts of the proposed TID. This letter officially represents those comments.

The Board remains concerned about the amount of revenues needed for the proper function of government, and voiced frustration that a fair share of revenue generated here does not stay here. As such, the Board is cautious of any request to reallocate revenue which could negatively impact the County's ability to provide services. Despite this concern, the majority of the Board was generally supportive of the Area 15 project. In particular, members of the Board were encouraged by the City's inclusion of an incentive cap as well the "pay go" mechanism which would not allow for bonds to be issued on the project. Members of the Board did express concern that they were not involved earlier in discussions surrounding the project, and would appreciate that courtesy should there be future projects. Additionally, there was a request that the City and the developer remain cognizant of any displacement of low income residents the project may cause either in the short or long-term.

On behalf of my Board, I would like to reiterate Clark County's commitment to support the City in its endeavors that are beneficial to our constituents. We look forward to continuing to work

BOARD OF COUNTY COMMISSIONERS
MARILYN KIRKPATRICK, Chair • LAWRENCE WEEKLY, Vice Chair
LARRY BROWN • JAMES B. GIBSON • JUSTIN C. JONES • MICHAEL NAFT • TICK SEGERBLOM
YOLANDA T. KING, County Manager

together to improve the relationship between the City and County and to commit to find ways to collaboratively improve our Southern Nevada community.

Sincerely,

YOLANDA T. KING
County Manager

cc: Las Vegas City Council
Board of County Commissioners
Scott Adams, City of Las Vegas
Bill Arent, City of Las Vegas

SITE MAP

Area 15 TID

3102 S. Rancho Road, Las Vegas , NV 89102



AREA 15 – LAS VEGAS, NV
PREPONDERANCE STUDY AND RELATED ANALYSIS

SUBMITTED TO
City of Las Vegas

SUBMITTED BY
Johnson Consulting

DATE
June 2019

JOHNSON CONSULTING

June 3, 2019

Las Vegas City Council
495 S. Main Street
Las Vegas, NV 89101

Board of County Commissioners of Clark County
500 Grand Central Parkway
Las Vegas, NV 89106

Re: Preponderance Study and Related Analysis for Area 15 TID

Dear Members of City Council and Board of County Commissioners:

Johnson Consulting is pleased to submit this preponderance study to the City of Las Vegas regarding the proposed Area 15 project in Las Vegas, NV. Pursuant to our engagement, this report provides visitation and spending projections for each of the proposed program elements (Anchor Attraction, Retail, and Event Space) and estimates the economic and fiscal impacts associated with the ongoing operation of the proposed development.

Johnson Consulting has no responsibility to update this report for events and circumstances occurring after the date of this report. The findings presented herein reflect analyses of primary and secondary sources of information. Johnson Consulting used sources deemed to be reliable, but cannot guarantee their accuracy. Moreover, some of the estimates and analyses presented in this study are based on trends and assumptions, which can result in differences between the projected results and the actual results. Because events and circumstances frequently do not occur as expected, those differences may be material.

We have enjoyed serving you on this engagement and look forward to providing you with continuing service.

Sincerely,

C.H. Johnson Consulting, Inc.

C.H. JOHNSON CONSULTING, INC.

EXECUTIVE SUMMARY

Area 15 Las Vegas, LLC is preparing an application to the City of Las Vegas to create a Tourism Improvement District (TID) for their proposed Area 15 project, which will include a 40,000 SF Anchor Attraction, 75,000 SF of Retail space, and 42,000 SF of indoor and outdoor Event and Entertainment Space. Pursuant to Nevada Revised Statutes 271A, before a new TID can be created, an independent consultant from outside of Nevada must submit a report considering the impact of the project. Johnson Consulting, a corporation founded in Chicago in 1996, with specialized expertise in economic and fiscal impact analyses, will serve as that consultant.

The proposed Area 15 project will comprise an anchor attraction, retail uses, and event space. Pursuant to our contract with the City of Las Vegas, this study and analysis focuses on addressing the following key framework questions:

1. Will the Project and the financing thereof have a positive fiscal effect on the provision of local government services? (addressing requirements outlined in NRS 271A.080.3(a) – (d))
2. As a result of the Project, will retailers locate their businesses within the District and will there be a substantial increase in the proceeds from the sales and use taxes remitted by retailers within the District? (addressing requirements outlined in NRS 271A.080.5(a))
3. As a result of the Project, will the preponderance of the increase in proceeds from sales and use taxes be attributable to transactions with tourists who are not residents of the State of Nevada? (addressing requirements outlined in NRS 271A.080.5(b))

In order to address these key questions, we developed estimates of visitation and the associated sales volumes and sales tax revenues generated within the TID. In addition, we have prepared estimates of the share of sales that will be attributed to local and non-local residents, and specifically non-Nevada residents.

Based upon our analysis, the impact of Area 15 will be immense:

- By a stabilized year of operation (Year 5 or 2024), close to 1.0M visitors will be attracted to the Anchor Attraction and Event and Entertainment Space at Area 15, the preponderance of whom are anticipated to be out-of-state and non-local visitors. This reflects the preliminary marketing proposal for Area 15 which states that it will serve to maximize non-local visitation to the project.

City

- Visitors to Area 15 will spend $60.8M within the TID, (on a stabilized year) when spending outside of the TID (off-site) is also accounted for. When indirect and induced within the TID, and $116.2M when off-site spending is also accounted for.
- The economic impact is further estimated to include $17.3M in increased earnings and create 454 full-time equivalent (FTE) jobs annually in a stabilized year, based upon on-site spending. When off-site spending is also accounted for, these figures increase to $27.7M in increased earnings and 726 full-time equivalent jobs, annually.
- TID eligible sales tax revenues will total $688,000 in a stabilized year, reflecting on-site spending only, and over the 10-year projection period will total $6.9M in sales tax revenues derived from Area 15.
- The preponderance of sales tax revenues from on-site spending is expected to be generated by non-Nevada residents visiting Las Vegas, accounting for 57.2 percent (or $394,000 in a stabilized year) across all uses within Area 15. Over a 10-year period, cumulative tax revenues from non-Nevada residents derived from Area 15 will be approximately $4.0M.
- As it relates to local government services, the fiscal impact of the project on the Southern Nevada education system is anticipated to be immaterial and no specific concerns were raised by authorized representatives of the Metropolitan Police Department or the City of Las Vegas Fire and Rescue Department. Both of these agencies indicated that special events to be held at the project would be required to comply with the City's special event permitting process and fire services would be resulting from that special event. This is a normal process for special events held in the cities and the County.

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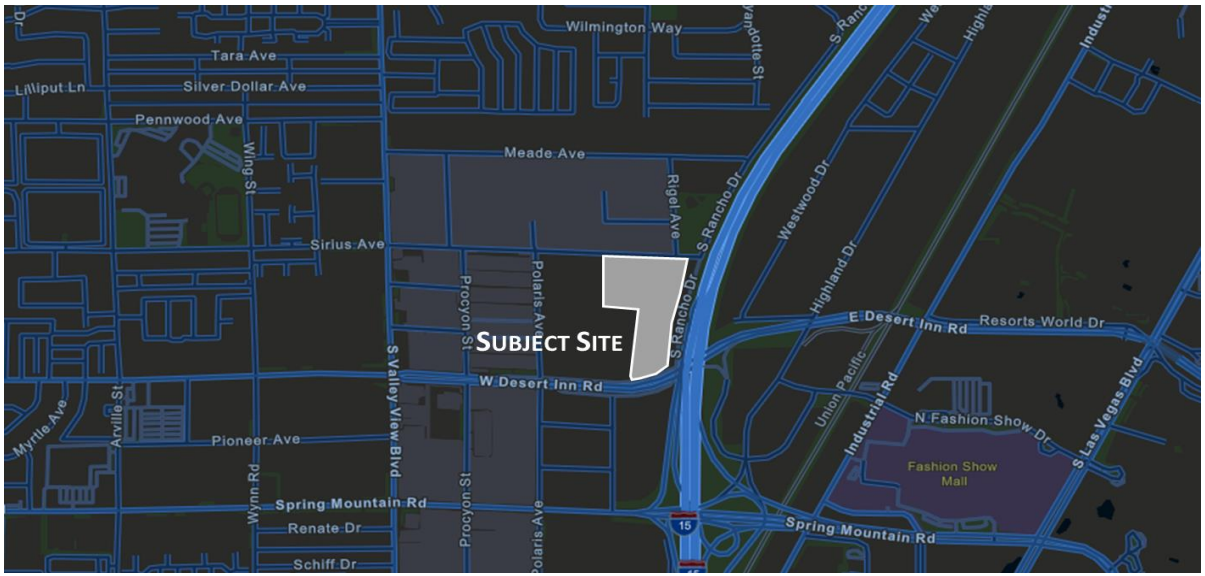
City

INTRODUCTION

PROPOSED DEVELOPMENT

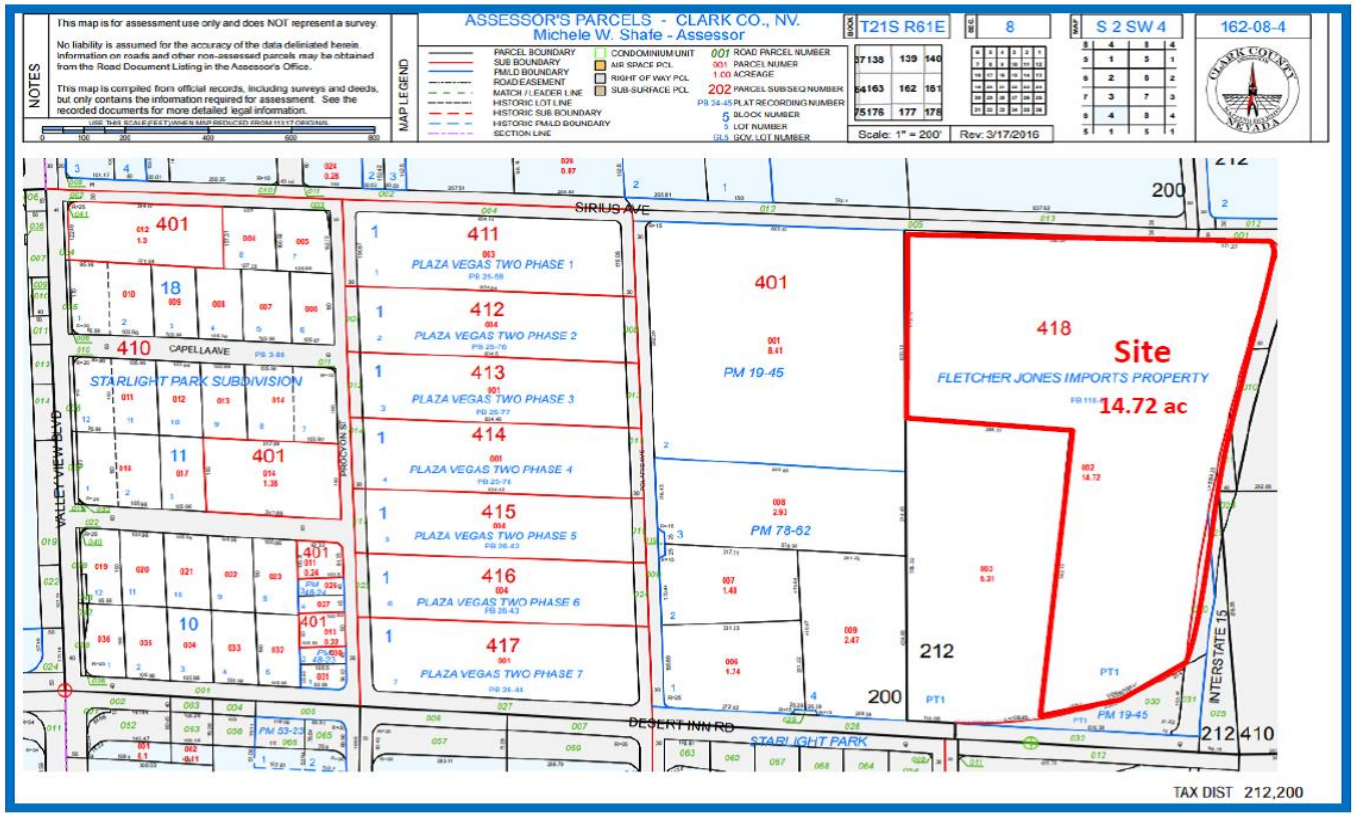
The proposed Area 15 project will be "a co-cultural beacon offering immersion and participation in a wholly re-imagined world...a entertainment complex weaving together highly-curated tenants, themed events, art installations, Area 15 will be located on the Las Vegas Freeway (Interstate Highway 15), approximately 7 minutes (drive time) to west of The Strip and 20 minutes (drive time) to the northwest of McCarran International Airport and more specifically is identified as an approximately 15 acre parcel in the City of Las Vegas, bordered by the Dessert Inn flyover to the south, Rancho Drive to the east and Sirius Avenue to the north (A 162-08-418-002). Figure 1 highlights the location of the proposed project and Figure 2 identifies the specific parcel boundaries of the subject site.

Figure 1



Source: ESRI, Johnson Consulting

Figure 2



Source: City of Las Vegas, Johnson Consulting

City

For the purpose of our analysis, the key program elements of the 115,000 SF Area 15 project are summarized as follows:

- **Anchor Attraction:** 40,000 SF assumed to be occupied by an experiential, funhouse-styled tenant.
- **Retail:** 70,000 SF incorporating experiential, themed retail, new dining and bar concepts, kiosks and a prep kitchen.
- **Event and Entertainment Space:** 10,000 SF of flexible indoor event space and 32,000 SF of outdoor entertainment space.

Phase 2 of the proposed project relates to a 5-acre site located to the north of the 15-acre Area 15 site, as identified in Figure 1. At the time of this study, the program and timing of any development on this additional parcel is unknown. However, it is assumed, as described in this report, to ultimately become an extension to the Phase 1 program described above. Notwithstanding this, we have not included Phase 2 of the project in the projections presented in this report.

OBJECTIVES

Pursuant to NRS 271A, and as stated in the executive summary to this report, the following questions must be addressed in an application for the creation of a TID:

1. Will the Project and the financing thereof have a positive fiscal effect on the provision of local government services? (addressing requirements outlined in NRS 271A.080.3(a) – (d).
2. As a result of the Project, will retailers locate their businesses within the District and will there be a substantial increase in the proceeds from the sales and use taxes remitted by retailers within the District? (addressing requirements outlined in NRS 271A.080.5(a))
3. As a result of the Project, will the preponderance of the increase in proceeds from sales and use taxes be attributable to transactions with tourists who are not residents of the State of Nevada? (addressing requirements outlined in NRS 271A.080.5(b))

METHODOLOGY

In order to prepare estimates of the economic and fiscal impacts of the proposed Area 15 project, Johnson Consulting performed the following tasks:

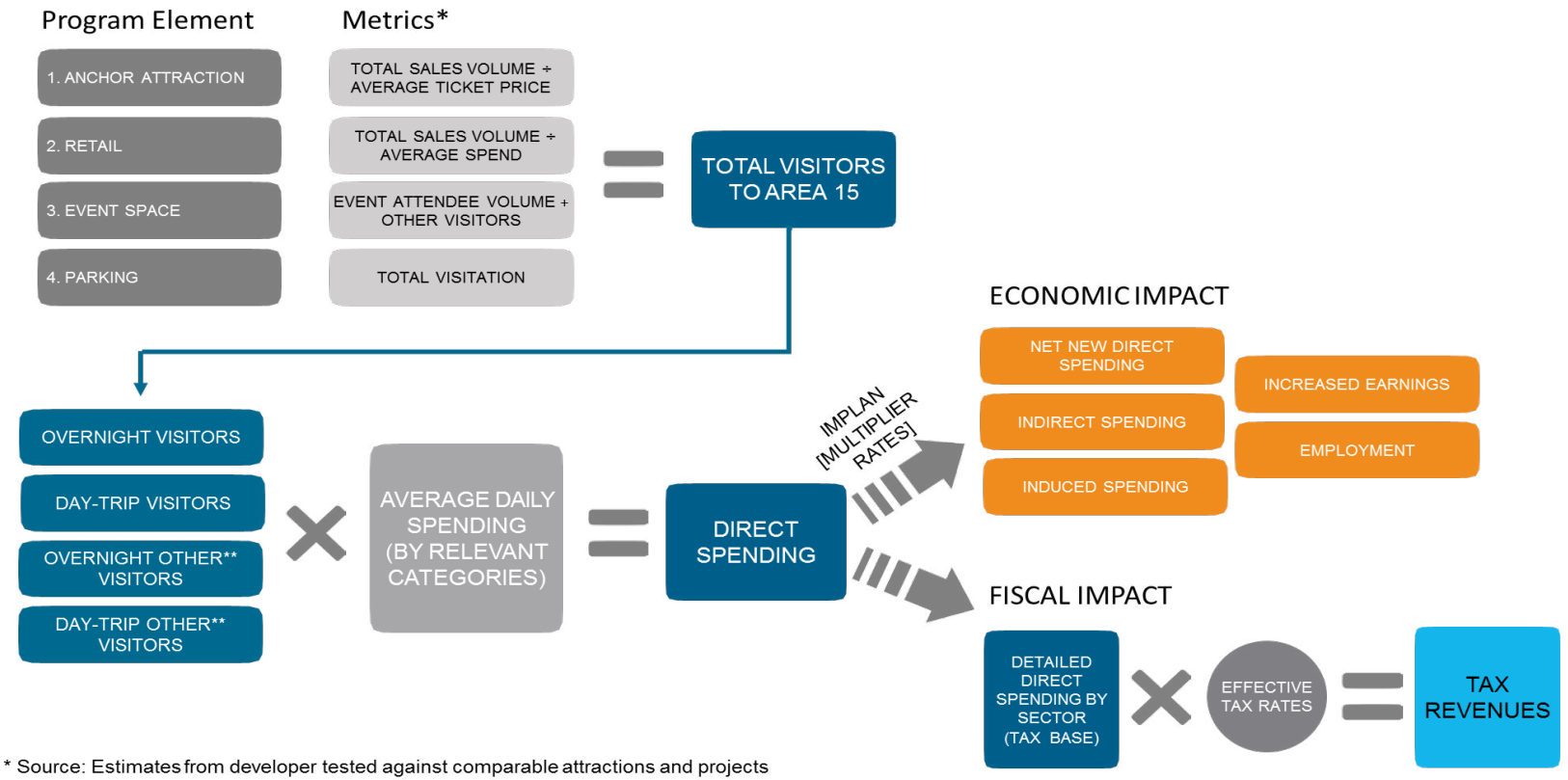
City

1. Reviewed NRS 271A and materials prepared by other consultants and advisors to Area 15 Las Vegas, LLC (Developer) including projections of retail sales at the anchor attraction and retail spaces, and demand projections for the event and entertainment space, prepared by the Developer.
2. Analyzed key market trends, visitor and spending statistics relevant to Clark County, NV and the Las Vegas area, and identified published and secondary data sources to guide and substantiate various assumptions for each of the proposed uses.
3. Identified case study projects to test, substantiate and/ or refine our visitation and spending estimates.
4. Projected visitation and spending estimates for each of the proposed Phase 1 program elements based upon preliminary estimates of demand at the Anchor Attraction and Event and Entertainment Space, prepared by the Developer. We verified these estimates for the Anchor Attraction and Event and Entertainment space by studying comparable venues in similar destinations. For the Retail space, Developer estimates were verified based upon retail sales per SF in the Las Vegas market, calculated based upon data sourced from the Las Vegas Convention and Visitors Association (LVCVA) and CoStar, which maintains a database of commercial real estate information that is widely regarded in the industry.
5. Performed an economic and fiscal impact analysis of the proposed project by its Phase 1 project components, using an IMPLAN input-output model specifically purchased from IMPLAN Group, LLC. IMPLAN is a nationally recognized model commonly used to estimate economic impacts. An input-output model analyzes the commodities and income that normally flow through the various sectors of the economy.
6. Calculated the amount of net new incremental tax revenues that would be generated in the district by the part of the project financed by tax increment to support the TID incentive, as a means of testing and proving that the preponderance of revenues will come from out-of-state visitors.
7. Determined whether the project and the financing thereof (271A.080(3)) will have a positive fiscal impact on the provision of local government services.
8. Evaluated specific components of project in accordance to the requirements per NRS 271A.080.

Figure 3 provides a graphic representation of our proposed methodology.

City

Figure 3



* Source: Estimates from developer tested against comparable attractions and projects
** Examples of 'Other' visitors include visiting performers (singers, dancers, musicians), production staff, etc.

City

MARKET INDICATORS

VISITOR STATISTICS

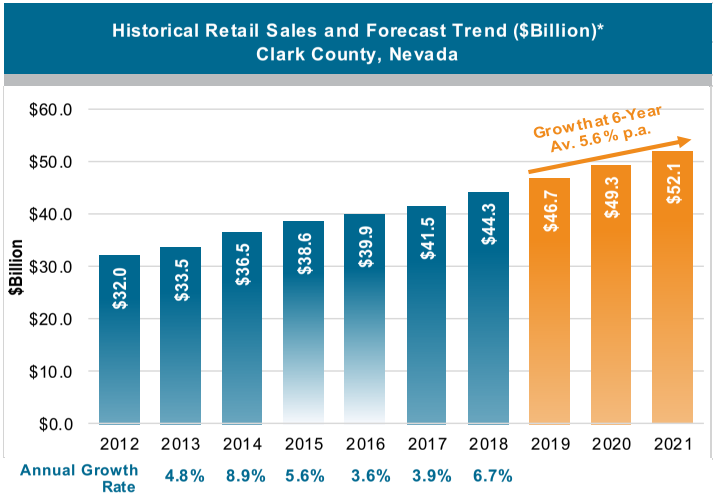
Data from the 2017 Visitor Profile published by the LVCVA, which is the most current report available at the time of this study, indicates that the City of Las Vegas attracted 42.2M visitors (note: dataset excludes residents of Clark County). Of these, 84.0 percent originated from within the U.S., including 31.0 percent from California, and the remaining 16.0 percent were from international destinations. The average length of stay in City of Las Vegas was 3.5 nights.

RETAIL SPENDING

Retail spending in Clark County totaled $44.3B in 2018, representing an average annual rate of growth of 5.6 percent between FY2012 and FY2018. Figure 4 shows historic retail sales in the County, and projected retail sales over the next 3 years, applying an annual rate of increase of 5.6 percent.

Given the unique nature of the proposed retail offering at Area 15, coupled with historically strong growth in the Las Vegas retail market, it is anticipated that the project will contribute to growth in spending, with minimal impact or cannibalization of existing retail uses.

Figure 4



* Historic Data for FY; Forecast Trend reflects Compounded Annual Growth Rate for FY2012-FY2018; December 2018 data is estimated baed on overall growth rate in January-November.
Source: Nevada Dept. of Taxation, Johnson Consulting

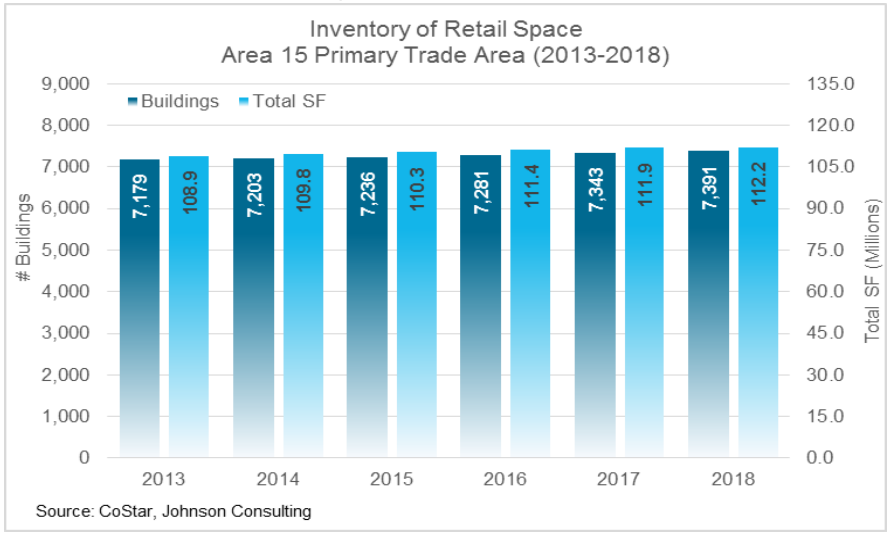
City

RETAIL MARKET ANALYSIS

Based upon classifications by the International Shopping Center Council (ICSC), an industry leader in retail analysis, the proposed Area 15 project will be a Theme/ Festival Specialized-Purpose Center, which is defined as comprising leisure, tourist, retail and service-oriented offerings with entertainment as a unifying theme. Theme/ Festival Centers are often located in urban areas and can be part of a mixed-use project. ICSC indicates that the typical trade area for Theme/ Festival Centers is 25-75-miles. According to data from CoStar, the current inventory of retail space within a 75-mile radius of the subject site totals 114.8M square feet (SF), of which 112.2M SF (97.7 percent) is located within a 25-mile radius. Accordingly, the following retail market analysis focuses on a 25-mile radius from the subject site, representing the proposed Area 15 project's primary trade area.

INVENTORY: Area 15's primary trade area is comprised of 7,391 retail properties, totaling 112.2M SF. Figure 5 shows the total retail space inventory in the primary trade area since 2013, indicating that the inventory has remained relatively stable. Between 2017 and 2018 the total number of buildings increased slightly by 0.7 percent and the total SF increased by 0.3 percent.

Figure 5



City

Figure 6 provides a breakdown of retail properties in the primary trade area, by type. As shown, the preponderance of retail properties in the primary trade area are classified as Neighborhood (36.4M SF or 33.0 percent of total properties), Community (24.9M SF or 22.0 percent), and Power (19.8M SF or 18.0 percent) Centers

Figure 7 provides definitions of these three types of retail centers, as provided by ICSC.

Figure 6

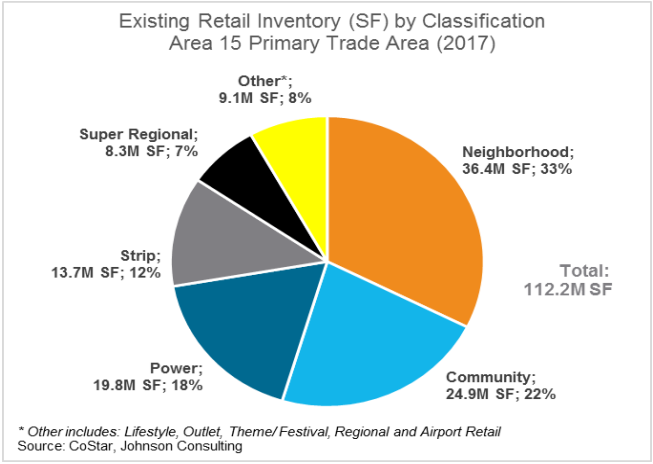


Figure 7

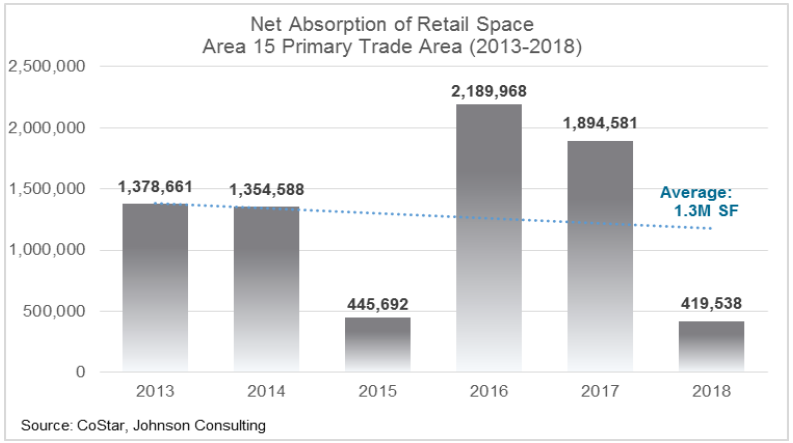
Retail Center Definitions				
Center Type	**Concept**	**Typical Type of Anchors**	**Typical Number of Tenants**	**Trade Area Size**
Neighborhood	Convenience-oriented.	Supermarket.	5-20 Stores	3 miles
Community	General merchandise or convenience-oriented offerings. Wider range of apparel and other soft goods offerings than Neighborhood Centers. Usually configured in a straight line as a strip, or may be laid out in an L or U shape, depending on site and design.	Discount store, supermarket, drug, large-specialty discount (toys, books, electronics, home improvement/ furnishings or sporting goods, etc.)	15-40 Stores	3-6 miles
Power	Specialized-purpose center characterized by category-dominant anchors, including discount department stores, off-price stores, wholesale clubs, with only a few small tenants.	Category killers, such as home improvement, discount department, warehouse club, and off-price stores.	N/A	5-10 miles

Source: ICSC, Johnson Consulting

City

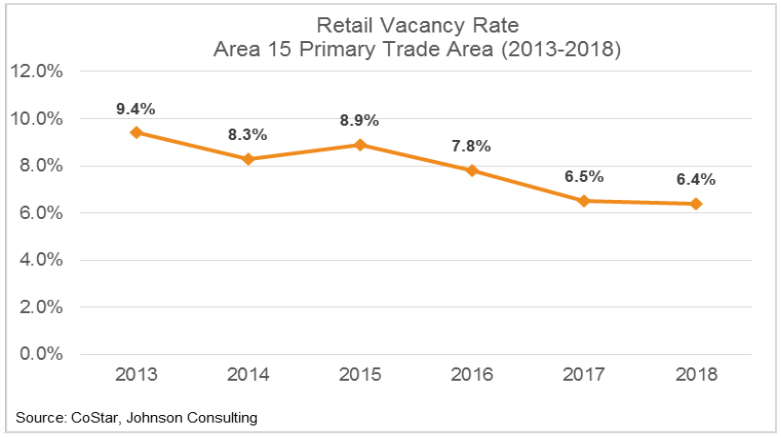
ABSORPTION: In 2018, the primary trade area reported a positive net absorption of 419,538 SF, down considerably from the 1.9M SF that was absorbed in 2017 and the 2.2M SF in 2016. Figure 8 shows net absorption of retail space in the trade area since 2013, highlighting an average positive net absorption of 1.3M SF per annum.

Figure 8



VACANCY: In 2018, the vacancy rate in the primary trade area was 6.4 percent, across all retail property types. This continues the downward trends observed since the most recent peak of 8.9 percent in 2015. Figure 9 shows the retail vacancy rate in the trade area since 2013.

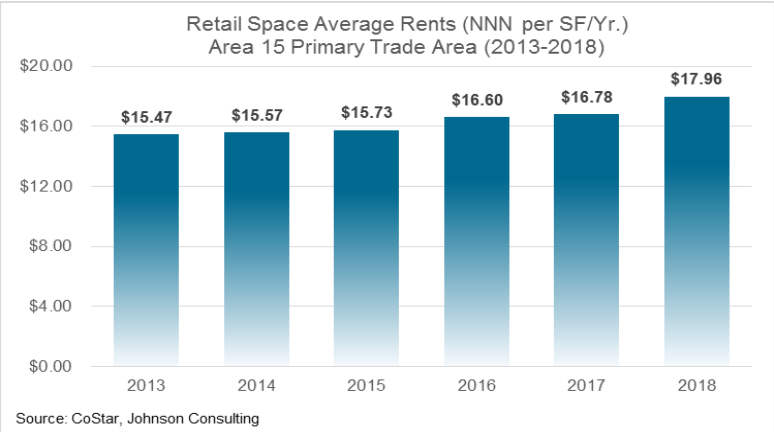
Figure 9



City

LEASE RATES: Since 2013, retail rents in the primary trade area have steadily increased, at an average annual rate of 3.0 percent, reaching $17.96 per SF per annum in 2018 (Triple Net). This represents a considerable increase of 7.0 percent over 2017. Figure 10 shows average rents in the primary trade area since 2013, across all retail classifications.

Figure 10



Source: CoStar, Johnson Consulting

Although the inventory of Theme/ Festival Centers in the primary trade area is relatively small, CoStar data indicates that existing centers (including Fremont Street Experience, Showcase Mall, Chinatown Plaza, Fantastic Indoor Swapmeet, Vegas Point Plaza and Green Valley Town Center) are achieving similar market rents of $17.44 per SF per annum.

NEW INVENTORY AND PIPELINE DEVELOPMENT: Based upon data from LoopNet and Costar, there is a small amount of inventory currently under construction in the primary trade area, totaling 427,755 SF across 32 properties. As shown in Figure 11, this new inventory all relates to Community, Neighborhood and Strip/ Convenience Centers, with no Theme/ Festival Centers, or other large-footprint retail properties, currently under construction in the trade area.

Figure 11

Retail Centers Under Construction
Area 15 Primary Trade Area (January 2019)

Retail Classification	Properties	Total Retail Space (SF)
Community	1	122,868
Neighborhood	11	150,491
Strip/ Convenience	20	154,396
Theme/ Festival	0	0
Total	**32**	**427,755**

Source: CoStar, LoopNet, Johnson Consulting

City

VISITATION AND REVENUE ESTIMATES

ANCHOR ATTRACTION

Preliminary estimates prepared by the Developer of the proposed 40,000 SF Anchor Attraction at Area 15 indicate visitation of 750,000 persons in the first full year of operation (assumed to be 2020), with average spending of $48.00 per visitor. Figure 12 shows these assumptions and our independent assessment of their validity, based upon case study comparisons.

Figure 12

Visitation and Average Spending Estimates - Anchor Attraction (First Full Year Post-Opening)
Area 15 - Las Vegas, NV

Use/ Space	Size (SF)	Estimated Visitation[1]	Average Spending Assumptions[2]	Case Study Comparisons
Anchor Attraction	40,000	750,000	Ticket: $37.20 Gift Shop: $3.84 Food & Beverage: $2.16 Other Non-Event Purchases: $4.80 **Total: $48.00**	- Comparable anchor attraction in Southwest U.S. (20,000 SF) attracts 400,000 visitors annually; Projections by Management of the comparable anchor attraction indicate 1.0M visitors per annum at stabilization. - Mob Museum in Las Vegas, NV (41,000 SF) attracts 1.3M visitors annually, including attendees at it's 17,000 SF event space (see visitation estimates for event space at Area 15 below)

1. Based upon estimates prepared by Developer of Anchor Attraction; Validated by Johnson Consulting by studying existing attractions in Las Vegas, comparable venues in similar destinations nationally, and our knowledge of the local marketplace.

2. Comparable anchor attraction in Southwest U.S. charges $20 per adult. It is our considered opinion that Area 15 could achieve an average ticket price of $37.02 per adult upon opening (Mob Museum ranges from $27-$42 per adult). Other per cap assumptions are considered to be very conservative relative to comparable facilities and venues.

Source: Area 15 Las Vegas, Comparable Attractions, Johnson Consulting

As shown, the assumed visitation and per visitor spending estimates at the Anchor Attraction are considered to be in line with comparable attractions, adjusted for the Las Vegas market. Utilizing these estimates, Figure 13 shows total projected visitation to the Anchor Attraction, and associated projected sales volumes. It is noted that the preliminary schedule prepared by the Developer indicates a scheduled project opening in

City

December 2019. Accordingly, for the purposes of our projections, we have assumed that 2020 is the first full year of operation of Area 15, and 2019 visitation and sales volumes are apportioned to reflect one month of operation. As shown, in the interest of being conservative, attendance at the Anchor Attraction is projected to be 750,000 persons in each full year throughout the projection period. Sales are projected to total $36.0M in the first full year post-opening, increasing to $40.5M in a stabilized year (assumed to be 2024). Sales are projected to total to $412.7M in the 10-year period from 2020 through 2029. All of these sales are expected to occur within the TID, although only a portion will be subject to sales tax.

Figure 13

Anchor Attraction - Area 15, Las Vegas, Nevada
Projected Sales within TID ($000)

		2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total***
	Attendance												
1	Total Attendance	62,500	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	7,500,000
2	**Total**	**62,500**	**750,000**	**750,000**	**750,000**	**750,000**	**750,000**	**750,000**	**750,000**	**750,000**	**750,000**	**750,000**	**7,500,000**
	Projected Sales ($000)												
3	Ticket Sales**	$2,257	$27,900	$28,737	$29,599	$30,487	$31,402	$32,344	$33,314	$34,313	$35,343	$36,403	$319,842
4	Gift Shop****	233	2,880	2,966	3,055	3,147	3,241	3,339	3,439	3,542	3,648	3,758	33,016
5	Food & Beverage****	131	1,620	1,669	1,719	1,770	1,823	1,878	1,934	1,992	2,052	2,114	18,571
6	Other Non-Event Sales	291	3,600	3,708	3,819	3,934	4,052	4,173	4,299	4,428	4,560	4,697	41,270
7	**Total**	**$2,913**	**$36,000**	**$37,080**	**$38,192**	**$39,338**	**$40,518**	**$41,734**	**$42,986**	**$44,275**	**$45,604**	**$46,972**	**$412,700**

**Reflecting one month of operation in 2019.*
***Estimated based on the expected sales distribution of other types of sales, per Area 15 Las Vegas.*
****Reflecting the sum in ten full years from 2020 thru 2029.*
*****Subject to sales tax.*
Source: Area 15 Las Vegas, Johnson Consulting

RETAIL

Figure 14 shows our assumptions relating to the proposed 75,000 SF of Retail space at Area 15.

Figure 14

Sales Assumptions - Retail (First Full Year Post-Opening)
Area 15 - Las Vegas, NV

Use/ Space	Leasable Space (SF)[1]	Estimated Retail Sales per SF[2]	Independent Assessment of Base Line Assumptions
Retail	75,000	$300.00	- Current retail (including food and beverage) spending in Area 15's primary trade area: $31.8B; Total occupied retail inventory: 105.5M SF; Equates to average retail sales of $301.67 per SF. - The U.S. average sales per SF is $325 per SF. - Projected sales per SF are considered to be conservative.

1. Assumed that 50% of the 75,000 SF will be occupied by traditional retail tenancies, balance will be leased to an entertainment-oriented tenant(s).
2. Based upon estimates prepared by Developer and validated by Johnson Consulting's market research.
Source: Area 15 Las Vegas, LLC, ESRI, CoStar, Johnson Consulting

As shown, we have conservatively assumed an average sales volume of $300.00 per SF, which is lower than the national average ($325.00 per SF) but in line with current sales figures within Area 15's primary trade area. It is noted that for the purposes of this analysis, we have conservatively assumed that half of the 70,000 SF of Retail space will be occupied by traditional retail tenancies. The balance of the Retail space is assumed to be leased by an entertainment-oriented tenant(s). It is assumed that all of the retail space will accessible without a ticket.

Sales are projected to total $11.6M in the first full year post-opening, increasing to $13.0M in a stabilized year (assumed to be 2024). Sales are projected to increase to $15.1M in 2029. All of these sales are expected to occur within the TID, and all will be subject to sales tax.

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Figure 15

Retail - Area 15, Las Vegas, Nevada
Estimated Sales Volume ($000)

			2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
1	SF		75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000	75,000
2	SF of Actual Sales**	50%	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500	37,500
3	Sales/ SF		$300	$309	$318	$328	$338	$348	$358	$369	$380	$391	$403
4	**Total Sales ($000)**		**$938***	**$11,588**	**$11,935**	**$12,293**	**$12,662**	**$13,042**	**$13,433**	**$13,836**	**$14,251**	**$14,679**	**$15,119**

**Reflecting one month of operation in 2019.*
***It is assumed that 50% of the retail space will be occupied by tenants who are subject to sales tax; the balance will be occupied by an entertainment-oriented tenant(s).*
Source: Area 15 Las Vegas, Johnson Consulting

EVENT AND ENTERTAINMENT SPACE

The preliminary Event and Entertainment Space projections for Area 15, as prepared by the Developer's in-house music executive and based upon current event bookings in the local marketplace, indicate approximately 108 events in the first full year post-opening, increasing to 200 events by Year 3 (2022). Utilizing these estimates, and assumptions relating to average attendance per event, Figure 16 summarizes visitation estimates for the programmed Event and Entertainment Space at Area 15 in the first full year post-opening (2020), reflecting estimates prepared on behalf of the Developer, as well as the capacities of the various event spaces and our own assessment of the validity of the underlying assumptions.

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Figure 16

Area 15, Las Vegas, Nevada
Estimated Events and Attendance (First Full Year Post-Opening)

Event Type	# of Events	Average Attendance	Total Attendance**	Case Study Comparisons
Multi-Area Proprietary Events	3*	7,000	19,950	- Dow ntow n Las Vegas Events Center has capacity 2,500 - 11,000 persons and hosts a variety of concerts, multiple-day festivals, view ing parties, and sports competitions. Opened in 2015 and hosted 19 events, totalling 60,000 attendees. The Center averages 50-100 events annually, w ith average attendance of 3,000 persons per event. Total attendance 150,000-300,000 persons. - Toyota Music Factory (Irving, TX): Indoor-Outdoor 8,000-seat concert hall and amphitheater, event plaza and 20+ restaurants; Mixed-Use Lifestyle Destination. Opened September 2017. Data from Management indicates that it w ill host 70-80 concerts annually, 20 of w hich w ill be at full capacity and the balance w ill range betw een 1,500 and 4,000 patrons. Total attendance 250,000-400,000 persons.
Small Proprietary Events	21	450	8,990	
Large Proprietary Events	4*	2,200	8,360	
Outdoor Rentals	9	2,000	17,100	
Indoor Rentals	50	500	23,750	
Non-Event	21	600	11,970	
Total	**108**	**-**	**90,120**	

**Assuming Multi-Area Proprietary Events and Large Proprietary Events run for an average of 2.5 days.*
***Excludes 'other visitors' such as visiting performers (singers, dancers, musicians, etc.), production staff, etc. These are discussed in our projections.*
Source: Area 15 Las Vegas, Johnson Consulting

As shown, the 108 events at the Event and Entertainment Space at Area 15 are projected to attract 90,120 visitors during the first full year post-opening. These projections are considered to be achievable, based upon events and attendance at local and comparable venues, including the Las Vegas Events Center. These attendees are unique to the Event Space but may also visit the Anchor Attraction and Retail space when attending an event at Area 15. Figure 17 shows the projected number of events, by event type, at Area 15 through 2029. It is noted that it is assumed that the Event and Entertainment Space at Area 15 will not host any events during the one month of operation in 2019.

Figure 17

Event Space - Area 15, Las Vegas, Nevada Event Demand											
	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
1 Multi-Area Proprietary Events	0	3	4	4	4	4	4	4	4	4	4
2 Small Proprietary Events	0	21	30	36	36	36	36	36	36	36	36
3 Large Proprietary Events	0	4	4	4	4	4	4	4	4	4	4
4 Outdoor Rentals	0	9	24	30	30	30	30	30	30	30	30
5 Indoor Rentals	0	50	66	78	78	78	78	78	78	78	78
6 Non-Event	0	21	36	48	48	48	48	48	48	48	48
7 **Total**	**0**	**108**	**164**	**200**	**200**	**200**	**200**	**200**	**200**	**200**	**200**

**Reflecting one month of operation in 2019 and assuming no events are held at Area 15.*
Source: Area 15 Las Vegas, Johnson Consulting

Activities at the Event and Entertainment Space will attract visitors other than the event attendees, such as visiting performers (singers, dancers, musicians and similar), production staff, and so on. Figure 18 shows the assumptions used to estimate the number of these other visitors to Area 15.

Figure 18

Event Space - Area 15, Las Vegas, Nevada Assumptions for Other Visitors*		
		Visitors per Event
1	Multi-Area Proprietary Events	100
2	Small Proprietary Events	25
3	Large Proprietary Events	50
4	Outdoor Rentals	25
5	Indoor Rentals	10

**Examples include visiting performers (singers, dancers, musicians, etc), production production staff, et cetera.*
Source: Area 15 Las Vegas, Johnson Consulting

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Figure 19 shows projected attendance, by event type, and including at Area 15 through 2029. As shown, total attendance at the Event and Entertainment Space is projected to be 92,620 persons in 2020, increasing to 184,730 attendees. "other" The increase shown between 2020 and 2021 reflects the growth in projected events, as presented in Figure 17.

Figure 19

Event Space - Area 15, Las Vegas, Nevada
Estimated Attendance

		2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
1	Multi-Area Proprietary Events	0	19,950	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000	28,000
2	Small Proprietary Events	0	8,990	13,500	16,200	16,200	16,200	16,200	16,200	16,200	16,200	16,200
3	Large Proprietary Events	0	8,360	8,800	8,800	8,800	8,800	8,800	8,800	8,800	8,800	8,800
4	Outdoor Rentals	0	17,100	48,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000	60,000
5	Indoor Rentals	0	23,750	33,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000	39,000
6	Non-Event	0	11,970	21,600	28,800	28,800	28,800	28,800	28,800	28,800	28,800	28,800
6	**Subtotal Event Attendees**	**0**	**90,120**	**152,900**	**180,800**	**180,800**	**180,800**	**180,800**	**180,800**	**180,800**	**180,800**	**180,800**
7	Other Visitors**	0	2,500	3,510	3,930	3,930	3,930	3,930	3,930	3,930	3,930	3,930
8	**Total Attendance**	**0**	**92,620**	**156,410**	**184,730**	**184,730**	**184,730**	**184,730**	**184,730**	**184,730**	**184,730**	**184,730**

**Reflecting one month of operation in 2019 and assuming no events are held at Area 15.*
***Examples of other visitors include visiting performers (singers, dancers, musicians, etc), production staff, et cetera.*
****Reflecting the sum in ten full years from 2020 thru 2029.*
Source: Area 15 Las Vegas, Johnson Consulting

Figure 20 shows projected spending associated with attendance and sponsorships at the Event and Entertainment Space through 2029. As shown, spending by event attendees is projected to be $5.4M in 2020, increasing to $11.25M in 2024, and totaling $108.5M in the 10-year period from 2020 through 2029. It is noted that, in the interest of remaining conservative, these figures do not include any potential spending by "other" visitors to the Event and Entertainment Space.

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Figure 20

Event Space - Area 15, Las Vegas, Nevada
Revenue Projections (Inflated $000)

		2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-year Total**
1	Multi-Area Proprietary Events	$0	$785	$1,135	$1,169	$1,204	$1,240	$1,278	$1,316	$1,355	$1,396	$1,438	$12,317
2	Small Proprietary Events	0	434	672	830	855	881	907	934	962	991	1,021	8,487
3	Large Proprietary Events	0	843	914	941	970	999	1,029	1,060	1,091	1,124	1,158	10,129
4	Outdoor Rentals	0	696	2,011	2,590	2,667	2,747	2,830	2,915	3,002	3,092	3,185	25,736
5	Indoor Rentals	0	1,027	1,470	1,790	1,844	1,899	1,956	2,015	2,075	2,137	2,201	18,414
6	Non-Event	0	1,238	2,163	2,634	2,713	2,795	2,878	2,965	3,054	3,145	3,240	26,825
7	Sponsorship	0	350	500	650	670	690	710	732	754	776	799	6,630
8	**Total**	**$0**	**$5,373**	**$8,865**	**$10,605**	**$10,923**	**$11,250**	**$11,588**	**$11,936**	**$12,294**	**$12,662**	**$13,042**	**$108,538**

**Reflecting one month of operation in 2019 and assuming no events are held at Area 15.*
***Reflecting the sum in ten full years from 2020 thru 2029.*
Source: Area 15 Las Vegas, Johnson Consulting

VISITOR ORIGIN

At this preliminary stage of our analysis, one method for estimating where visitors to Area 15 will likely originate, is to consider trends in spending in the Las Vegas market by local residents and visitors. The preliminary communication, campaign and marketing strategies for Area 15 are intended to maximize non-local visitation to the project.

ROOM NIGHT ESTIMATES

A portion of visitors to Area 15 will be overnight visitors who come from outside the Las Vegas and Nevada areas. Our assumptions relate to the number of room nights generated by activities at Area 15 are summarized in Figure 21. In the interest of remaining conservative, we have excluded the Retail space from our overnight visitor estimates. Assumptions are based on the Nevada Gaming Control Board's Abstract statistics (2 Consulting's analysis and experienc

Figure 21

Area 15, Las Vegas, Nevada
Assumptions for Room Nights

		% Overnight Visitors*
1	Anchor Attraction	4%
2	Event Space (Attendance)	10%
3	Event Space (Other Visitors)	100%

**Indicating out-of-town visitors who stay overnight at hotels*
Source: Area 15 Las Vegas, Johnson Consulting

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Figure 22 summarizes our projections of room nights generated by visitors to Area 15. As shown, room night demand is projected to total 41,512 room nights in the first full year post-opening, and stabilizing at 52,010 room nights.

Figure 22

Area 15, Las Vegas, Nevada
Estimated Room Nights

		2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total**
1	Anchor Attraction	2,500	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
2	Event Space (Attendance)	0	9,012	15,290	18,080	18,080	18,080	18,080	18,080	18,080	18,080	18,080	168,942
3	Event Space (Other Visitor	0	2,500	3,510	3,930	3,930	3,930	3,930	3,930	3,930	3,930	3,930	37,450
4	**Total**	**2,500**	**41,512**	**48,800**	**52,010**	**52,010**	**52,010**	**52,010**	**52,010**	**52,010**	**52,010**	**52,010**	**506,392**

**Reflecting one month of operation in 2019.*
***Reflecting the sum in ten full years from 2020 thru 2029.*
Source: Area 15 Las Vegas, Johnson Consulting

ECONOMIC AND FISCAL IMPACT ANALYSIS

When construction of the proposed Area 15 project is complete, the Anchor Attraction is operational, Retail space is leased and programming of the Event and Entertainment Space has commenced, various transactions occurring on the improved site will generate ongoing, annual economic and fiscal impacts to the local economy. Initial transactions occurring within each project element will 'ripple out' and generate induced spending, increased earnings, and employment, as well as various tax revenues for the local economy.

DEFINITIONS

ECONOMIC IMPACT

Economic impact is defined as incremental new spending in an economy that is the direct result of certain activities, facilities, or events. The levels of impacts are defined as follows:

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- **DIRECT SPENDING** – is an expression of the spending that occurs as a direct result of the project being developed. For example, expenditures by shoppers, diners, and other business patrons at the various retail premises on the subject site are direct spending.
- **INDIRECT SPENDING** – consists of re-spending of the initial or direct expenditures, or the supply of goods and services resulting from the initial direct spending at the project. For example, a purchase order's direct purchases of goods and other items from suppliers. The portion of these store purchases that come from within the local, regional, or state economies is counted as indirect spending.
- **INDUCED SPENDING** – represents changes in local consumption due to the personal spending by employees whose incomes are affected by direct and indirect spending. For example, a waiter at the restaurant may spend more because he/she earns more. The amount of the increased income the waiter spends in the local economy is called induced spending.
- **INCREASED EARNINGS** – measures increased employee and worker compensation related to the project being developed. This figure represents increased payroll expenditures, including benefits paid to workers locally. It also expresses how the employees of local businesses share in the increased outputs.
- **EMPLOYMENT** – measures the number of jobs supported in the study area related to the spending at the development. Employment impact is stated in the number of full-time equivalent jobs.

Indirect and induced spending, increased earnings, and employment are estimated using a set of multiplier rates shown in the following table. These figures are derived from an IMPLAN input-output model specifically purchased from IMPLAN Group, LLC. IMPLAN is a nationally recognized model commonly used to estimate economic impacts. An input-output model analyzes the commodities and income that normally flow through various sectors of the economy. The applicable multipliers are shown in Figure 23.

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Figure 23

Area 15, Las Vegas, Nevada Economic Impact Multipliers		
Impact	**Multiplier**	**Base**
Indirect Spending	0.088	of direct spending
Induced Spending	0.108	of direct spending
Increased Earnings	0.285	of direct spending
Employment (FTE Jobs)	8.66	per $1M of direct spending

Source: Oxford Economics, Johnson Consulting

Our projections consider the economic impact of activities that occur within the "TID" (on-site impacts) as well as those that outside of the "TID" (off-site impacts) account for only those categories of spending that would be captured at the proposed land uses at Area 15, while off-site impacts also include spending on lodging and car rental. This is intended to demonstrate the breadth of the impact that Area 15 will have on the market.

FISCAL IMPACT

Fiscal impact analysis measures the estimated tax revenues resulting from direct spending on certain activities, facilities, or events. For this analysis, fiscal impact estimates focus on major categories of tax revenues that are directly affected by a visitor's activity. Pursuant to the requirements set forth in NRS 271A and the requirements of this preponderance study, the impacts only reflect those program elements that are subject to general sales tax. It is noted that the types of revenues generated by the Anchor Attraction, a portion of the Retail Space and the Event and Entertainment Space will be predominantly subject to the State's .009 percent Live Entertainment Tax. These tax revenues are not included in our projections. The current applicable sales tax rates are summarized in the Figure 24, indicating a maximum eligible amount of 3.13 percent for Area 15, pursuant to NRS 271A.

Figure 24

Area 15, Las Vegas, Nevada Clark County Sales Tax Components	
	Rate
Total Clark County Sales Tax Rate	8.25%
Less: Option Tax	1.40%
Less: Local School Support Tax	**2.60%**
Gross Sales Tax Rate	**4.25%**
Max. Eligible for TID	**3.13%**

Source: Clark County Nevada, Johnson Consulting

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OUT-OF-STATE VISITORS AND NET NEW IMPACTS

According to NRS 271A, a preponderance of the increase in proceeds from sales and use taxes in the TID must be attributed to transactions with tourists who are not residents of Nevada. This is referred to as "net new" spending that would otherwise not occur in Nevada. It includes any spending by Nevada residents that was otherwise occurring outside of the State, as well as increased household spending resulting from the new retail and entertainment offerings, and spending associated with visitors staying longer and/or spending more. In order to calculate the proportion of spending and tax revenues associated with out-of-state visitors, we made a number of assumptions about visitor spending. These are presented in the Figure 25.

As shown, based upon current visitor spending data as published by the LVCVA, it is estimated that retail spending by out-of-State visitors (those residing outside of Nevada) accounts for 55.4 percent of total retail spending in Las Vegas. When entertainment spend is also included, the proportion of spending by out-of-State visitors increases to 66.3 percent. In the absence of actual hard data, these percentages are assumed to closely reflect the distribution of out-of-State visitors as a proportion of total visitors. As stated above, the communication, campaign and marketing strategies of Area 15 are intended to reflect this mission and thereby will serve to maximize non-local visitation to the Area 15 project. In the interest of remaining conservative, our projections use the lower percentage of 55.4 percent, as the proportion of visitors to Area 15 that will come from out-of-State measures spending that

Figure 25

Area 15, Las Vegas, Nevada Out-of-State Spending Assumptions	
Total Visitors (2017)*	42,200,000
% Out-of-State Visitors**	98.7%
Total Out-of-State Visitors	41,667,562
Average Retail and F&B Spend per Visitor	$521.53
Total Retail Spend by Out-of-State Visitors	$21,730,883,354
Total Retail Spend (2017) (Visitors and Residents)	$39,200,000,000
Proportion of Retail Spend by Out-of-State Visitors	**55.4%**
Average Entertainment Spend per Visitor	$303.47
Total Entertainment Spend by Out-of-State Visitors	$12,644,854,891
Total Retail and Entertainment Spend by Out-of-State Visitors	$34,375,738,245
Proportion of Retail and Entertainment Spend by out-of-State Visitors	**66.3%**

**LVCVA considers a visitor as a person traveling from outside of Clark County.*
***Per Las Vegas Visitor Profile Study.*
Source: LVCVA, RCG Economics, UNLV Lied Institute for Real Estate Studies, Johnson Consulting

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IMPACT ESTIMATES

As noted above, the following projections only consider the category of tax revenues that the proposed TID may be eligible for – sales tax. For each project element – Anchor Attraction, Retail, and Event and Entertainment Space – our projections show the estimated economic and fiscal impact that will occur on-site at Area 15, as well as the combined on-site and off-site impacts. Also identified is the proportion of economic and fiscal impacts that are considered to be "net new" to the State of Nevad

ANCHOR ATTRACTION

Figure 26 shows projections of the spending volume at, and impact of, the Anchor Attraction, based upon on-site spending over a 10-year period. As shown, in a stabilized year of operation (assumed to be 2024), the Anchor Attraction is estimated to generate $36.5M in direct on-site spending, of which $31.4M is estimated to be from ticket sales, which are not subject to sales tax, and $5.1M is estimated to be from food and beverage and other sales. Over the 10-year period from 2020 to 2029, direct on-site spending associated with the Anchor Attraction at Area 15 is estimated to total $371.4M. The overall on-site economic impact of the Anchor Attraction at Area 15, in a stabilized year, is estimated to include $43.6M of total spending, of which $24.2M (or 55.4 percent) is estimated to be spending by out-of-State visitors, thus considered "net new," along with $10.4M in increased earnings and 272 full-time equivalent jobs. During the same year, the on-site fiscal impact is estimated to be $159,000, and totaling $1.6M over the 10-year projection period. Of this, $896,000 (or 55.4 percent) is estimated to be "net new" to the

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Figure 26

Anchor Attraction - Area 15, Las Vegas, Nevada
Estimated Spending and Impact (Inflated $000) - ON SITE ONLY

		Rate/ Assumption	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total***
	Activity Volume													
1	Attendance		62,500	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	7,500,000
	Spending Volume ($000)													
2	On Ticket Sales		$2,257	$27,900	$28,737	$29,599	$30,487	$31,402	$32,344	$33,314	$34,313	$35,343	$36,403	$319,842
3	On F&B and Others		364	4,500	4,635	4,774	4,917	5,065	5,217	5,373	5,534	5,700	5,871	51,587
4	**Total Spending On-Site****		**$2,621**	**$32,400**	**$33,372**	**$34,373**	**$35,404**	**$36,466**	**$37,560**	**$38,687**	**$39,848**	**$41,043**	**$42,275**	**$371,430**
	Economic Impact ($000)		**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**10-Year Total*****
5	Direct Spending	*Multipliers*	$2,621	$32,400	$33,372	$34,373	$35,404	$36,466	$37,560	$38,687	$39,848	$41,043	$42,275	$371,430
6	Indirect Spending	*0.088*	230	2,839	2,924	3,012	3,102	3,196	3,291	3,390	3,492	3,597	3,704	32,548
7	Induced Spending	*0.108*	283	3,492	3,597	3,705	3,816	3,930	4,048	4,170	4,295	4,424	4,556	40,032
8	**Total Spending**		**$3,134**	**$38,731**	**$39,893**	**$41,090**	**$42,323**	**$43,592**	**$44,900**	**$46,247**	**$47,635**	**$49,064**	**$50,535**	**$444,010**
9	Increased Earnings	*0.285*	$747	$9,231	$9,508	$9,793	$10,087	$10,390	$10,701	$11,022	$11,353	$11,694	$12,045	$105,824
10	Employment (FTE Jobs)	*8.66*	23	272	272	272	272	272	272	272	272	272	272	272****
11	NET NEW Economic Impact (Total Spending)		$1,737	$21,471	$22,115	$22,779	$23,462	$24,166	$24,891	$25,637	$26,407	$27,199	$28,015	$246,141
12	*Net New as % of Total*		*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*
	Fiscal Impact ($000)		**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
13	Taxable Base		$364	$4,500	$4,635	$4,774	$4,917	$5,065	$5,217	$5,373	$5,534	$5,700	$5,871	$51,587
	Tax Revenues	*Tax Rate*												
14	Sales Tax	*3.13%*	$11	$141	$145	$150	$154	$159	$163	$168	$173	$179	$184	$1,616
15	**Total Tax Revenues**		**$11**	**$141**	**$145**	**$150**	**$154**	**$159**	**$163**	**$168**	**$173**	**$179**	**$184**	**$1,616**
16	NET NEW Fiscal Impact		$6	$78	$80	$83	$85	$88	$91	$93	$96	$99	$102	$896
17	*Net New as % of Total*		*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*

Notes:
**Reflecting one month of operation in 2019.*
***Corresponding to the projected sales at the Anchor Attraction as shown in previous tables.*
****Reflecting the sum in ten full years from 2020 thru 2029.*
*****Employment figures are not additive and should not be summed up. The jobs that are created and/or supported simply carry on to the next year.*
Source: Area 15 Las Vegas, Johnson Consulting

City

Figure 27 shows spending volume at, and impact of, the Anchor Attraction, based upon both on-site and off-site spending over a 10-year period. As shown, in a stabilized year of operation (assumed to be 2024), the Anchor Attraction is estimated to generate $65.9M in direct spending, of which $36.5M is estimated to occur on-site and $29.4M is estimated to occur off-site. Over the 10-year period from 2020 to 2029, direct spending associated with the Anchor Attraction at Area 15 is estimated to total $671.3M. The overall economic impact of the Anchor Attraction at Area 15, in a stabilized year, is estimated to include $78.8M of total spending, of which $47.1M (or 59.8 percent) is estimated to be spending by out-of-State visitors, thus considered "net," along with $18.8M in increased earnings and 492 full-time equivalent jobs, in Clark County, annually. During the same year, the fiscal impact is estimated to be $878,000, and totaling $8.9M over the 10-year projection period. Of this, close to $5.0M (or 55.4 percent is estimated to be Ticket sales, lodging, and car rentals are not subject to sales tax in Nevada.

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Figure 27

Anchor Attraction - Area 15, Las Vegas, Nevada
Estimated Spending and Impact (Inflated $000)

		Rate/ Assumption	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total***
	Activity Volume													
1	Attendance		62,500	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	750,000	7,500,000
2	Room Nights		2,500	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	300,000
	Spending Volume ($000)													
	Spending On Site													
3	On Ticket Sales		$2,257	$27,900	$28,737	$29,599	$30,487	$31,402	$32,344	$33,314	$34,313	$35,343	$36,403	$319,842
4	On F&B and Others		364	4,500	4,635	4,774	4,917	5,065	5,217	5,373	5,534	5,700	5,871	51,587
5	**Subtotal Spending On Site****		**$2,621**	**$32,400**	**$33,372**	**$34,373**	**$35,404**	**$36,466**	**$37,560**	**$38,687**	**$39,848**	**$41,043**	**$42,275**	**$371,430**
	Spending Off Site	*Average Spending*												
6	On Lodging	*$144.55 (a)*	$361	$4,467	$4,601	$4,739	$4,881	$5,027	$5,178	$5,333	$5,493	$5,658	$5,828	$51,205
7	On Food and Incidentals	*$28.50 (b)*	1,650	20,396	21,008	21,638	22,288	22,956	23,645	24,354	25,085	25,837	26,612	233,820
8	On Car Rental	*$41.92 (c)*	105	1,295	1,334	1,374	1,415	1,458	1,502	1,547	1,593	1,641	1,690	14,849
9	**Subtotal Spending Off Site**		**$2,116**	**$26,158**	**$26,943**	**$27,751**	**$28,584**	**$29,441**	**$30,325**	**$31,234**	**$32,171**	**$33,136**	**$34,131**	**$299,875**
10	**Total**		**$4,738**	**$58,558**	**$60,315**	**$62,124**	**$63,988**	**$65,908**	**$67,885**	**$69,922**	**$72,019**	**$74,180**	**$76,405**	**$671,305**
11	NET NEW Total		$2,834	$35,030	$36,081	$37,163	$38,278	$39,427	$40,609	$41,828	$43,083	$44,375	$45,706	$401,580
12	*Net New as % of Total*		*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*
	Economic Impact ($000)		**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**10-Year Total*****
13	Direct Spending	*Multipliers*	$4,738	$58,558	$60,315	$62,124	$63,988	$65,908	$67,885	$69,922	$72,019	$74,180	$76,405	$671,305
14	Indirect Spending	*0.088*	415	5,131	5,285	5,444	5,607	5,775	5,949	6,127	6,311	6,500	6,695	58,826
15	Induced Spending	*0.108*	511	6,311	6,501	6,696	6,897	7,103	7,317	7,536	7,762	7,995	8,235	72,352
16	**Total Spending**		**$5,664**	**$70,001**	**$72,101**	**$74,264**	**$76,492**	**$78,787**	**$81,150**	**$83,585**	**$86,092**	**$88,675**	**$91,335**	**$802,483**
17	Increased Earnings	*0.285*	$1,350	$16,684	$17,184	$17,700	$18,231	$18,778	$19,341	$19,921	$20,519	$21,135	$21,769	$191,262
18	Employment (FTE Jobs)	*8.66*	41	492	492	492	492	492	492	492	492	492	492	492****
19	NET NEW Economic Impact (Total Spending)		$3,388	$41,875	$43,131	$44,425	$45,758	$47,131	$48,545	$50,001	$51,501	$53,046	$54,638	$480,052
20	*Net New as % of Total*		*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*
	Fiscal Impact ($000)		**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
21	Taxable Base		$2,014	$24,896	$25,643	$26,412	$27,205	$28,021	$28,862	$29,727	$30,619	$31,538	$32,484	$285,408
	Tax Revenues	*Tax Rate*												
22	Sales Tax	*3.13%*	$63	$780	$803	$827	$852	$878	$904	$931	$959	$988	$1,017	$8,938
23	**Total Tax Revenues**		**$63**	**$780**	**$803**	**$827**	**$852**	**$878**	**$904**	**$931**	**$959**	**$988**	**$1,017**	**$8,938**
24	NET NEW Fiscal Impact		$35	$432	$445	$459	$472	$486	$501	$516	$532	$548	$564	$4,955
25	*Net New as % of Total*		*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*

Notes:
**Reflecting one month of operation in 2019.*
***Corresponding to the projected sales at the Anchor Attraction as shown in previous tables.*
****Reflecting the sum in ten full years from 2020 thru 2029.*
*****Employment figures are not additive and should not be summed up. The jobs that are created and/or supported simply carry on to the next year.*
a) Las Vegas per Diem on lodging is $112.90 per U.S. General Services Administration and $176.20 per Business Travel News. $144.55 is the midpoint.
b) From Las Vegas per Diem on Meals and Incidentals of $69 per U.S. General Services Administration, minus approx. $40.5 per person already spent on site on Total.
c) Based on Corporate Travel Index for Las Vegas, per Business Travel News.
Source: Area 15 Las Vegas, Johnson Consulting

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RETAIL

Figure 28 shows projections of the spending volume at, and impact of, the Retail space at Area 15. In the interest of being conservative, we have assumed that the Retail will not generate any off-site spending. As shown, in a stabilized year of operation (assumed to be 2024), the Retail is estimated to generate $13.0M in direct spending, of which $7.2M (or 55.4 percent is estimated to be "net new" to the area. Over the 10-year period from 2020 to 2029, direct spending associated with the Retail space is estimated to total $132.8M. The overall economic impact of the Retail space at Area 15, in a stabilized year, is estimated to include $15.6M of total spending, of which $8.6M (or 55.4 percent is estimated to be "net new" to the area), along with $3.7M in increased earnings and 97 full-time equivalent jobs. During the same year, the fiscal impact is estimated to be $408,000, and totaling $4.2M over the 10-year projection period. Of this, $2.3M (or 55.4 percent is estimated to be "net new" to the

Figure 28

Retail - Area 15, Las Vegas, Nevada
Estimated Spending and Impact (Inflated $000)

		Rate/ Assumption	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total***
1	Spending On Site		$938	$11,588	$11,935	$12,293	$12,662	$13,042	$13,433	$13,836	$14,251	$14,679	$15,119	$132,838
2	**Total**		**$938**	**$11,588**	**$11,935**	**$12,293**	**$12,662**	**$13,042**	**$13,433**	**$13,836**	**$14,251**	**$14,679**	**$15,119**	**$132,838**
3	NET NEW Total		$520	$6,424	$6,616	$6,815	$7,019	$7,230	$7,447	$7,670	$7,900	$8,137	$8,381	$74,160
4	*Net New as % of Total*		*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.8%*
	Economic Impact ($000)		**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**10-Year Total*** **
5	Direct Spending	*Multipliers*	$938	$11,588	$11,935	$12,293	$12,662	$13,042	$13,433	$13,836	$14,251	$14,679	$15,119	$132,838
6	Indirect Spending	*0.088*	82	1,015	1,046	1,077	1,110	1,143	1,177	1,212	1,249	1,286	1,325	11,640
7	Induced Spending	*0.108*	101	1,249	1,286	1,325	1,365	1,406	1,448	1,491	1,536	1,582	1,630	14,317
8	**Total Spending**		**$1,121**	**$13,852**	**$14,267**	**$14,695**	**$15,136**	**$15,590**	**$16,058**	**$16,540**	**$17,036**	**$17,547**	**$18,073**	**$158,795**
9	Increased Earnings	*0.285*	$267	$3,301	$3,400	$3,502	$3,608	$3,716	$3,827	$3,942	$4,060	$4,182	$4,308	$37,847
10	Employment (FTE Jobs)	*8.66*	8	97	97	97	97	97	97	97	97	97	97	97****
11	NET NEW Economic Impact (Total Spending)		$621	$7,679	$7,909	$8,147	$8,391	$8,643	$8,902	$9,169	$9,444	$9,727	$10,019	$88,030
12	*Net New as % of Total*		*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*
	Fiscal Impact ($000)		**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
	Tax Revenues	*Tax Rate*												
13	Sales Tax	*3.13%*	$29	$363	$374	$385	$397	$408	$421	$433	$446	$460	$473	$4,160
14	**Total Tax Revenues**		**$29**	**$363**	**$374**	**$385**	**$397**	**$408**	**$421**	**$433**	**$446**	**$460**	**$473**	**$4,160**
15	NET NEW Fiscal Impact		$16	$201	$207	$213	$220	$226	$233	$240	$247	$255	$262	$2,306
16	*Net New as % of Total*		*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*	*55.4%*

Notes:
**Reflecting one month of operation in 2019.*
****Reflecting the sum in ten full years from 2020 thru 2029.*
*****Employment figures are not additive and should not be summed up. The jobs that are created and/or supported simply carry on to the next year.*
Source: Area 15 Las Vegas, Johnson Consulting

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EVENT AND ENTERTAINMENT SPACE

Figure 29 shows projections of the spending volume at, and impact of, the Event and Entertainment Space, based upon on-site spending over a 10-year period. As shown, in a stabilized year of operation (assumed to be 2024), the Event Space is estimated to generate $11.3M in direct on-site spending, of which $7.4M is estimated to be from ticket sales, which are not subject to sales tax, and $3.9M is estimated to be from food and beverage and other sales. Over the 10-year period from 2020 to 2029, direct on-site spending associated with the Event and Entertainment Space at Area 15 is estimated to total $108.5M. The overall on-site economic impact of the Event and Entertainment Space at Area 15, in a stabilized year, is estimated to include $13.4M of total spending, of which $7.5M (or 56.0 percent is estimated to be "net new" to the State of Nevada, along with $3.2M in increased earnings and 84 full-time equivalent jobs. During the same year, the on-site fiscal impact is estimated to be $121,000, and totaling $1.2M over the 10-year projection period. Of this, $764,000 (or 65.8 percent is estimated to be "net new" to

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Figure 29

Event and Entertainment Space - Area 15, Las Vegas, Nevada
Estimated Spending and Impact (Inflated $000) - ON SITE ONLY

		Rate/ Assumption	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total***
	Activity Volume													
1	Attendance		0	92,620	156,410	184,730	184,730	184,730	184,730	184,730	184,730	184,730	184,730	1,726,870
	Spending Volume ($000)													
2	On Ticket Sales		$0	$3,599	$5,816	$6,972	$7,182	$7,397	$7,619	$7,847	$8,083	$8,325	$8,575	$71,416
3	On F&B and Others		0	1,774	3,049	3,632	3,741	3,853	3,969	4,088	4,211	4,337	4,467	$37,122
4	**Total Spending On-Site****		**$0**	**$5,373**	**$8,865**	**$10,605**	**$10,923**	**$11,250**	**$11,588**	**$11,936**	**$12,294**	**$12,662**	**$13,042**	**$108,538**
	Economic Impact ($000)		**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**10-Year Total*** **
5	Direct Spending	Multipliers	$0	$5,373	$8,865	$10,605	$10,923	$11,250	$11,588	$11,936	$12,294	$12,662	$13,042	$108,538
6	Indirect Spending	0.088	0	471	777	929	957	986	1,015	1,046	1,077	1,110	1,143	9,511
7	Induced Spending	0.108	0	579	956	1,143	1,177	1,213	1,249	1,286	1,325	1,365	1,406	11,698
8	**Total Spending**		**$0**	**$6,423**	**$10,598**	**$12,677**	**$13,057**	**$13,449**	**$13,852**	**$14,268**	**$14,696**	**$15,137**	**$15,591**	**$129,748**
9	Increased Earnings	0.285	0	$1,531	$2,526	$3,021	$3,112	$3,205	$3,302	$3,401	$3,503	$3,608	$3,716	$30,924
10	Employment (FTE Jobs)	8.660	0	45	72	84	84	84	84	84	84	84	84	84****
11	NET NEW Economic Impact (Total Spending)		$0	$3,638	$5,939	$7,096	$7,309	$7,528	$7,754	$7,986	$8,226	$8,473	$8,727	$72,675
12	*Net New as % of Total*		*0.0%*	*56.6%*	*56.0%*	*56.0%*	*56.0%*	*56.0%*	*56.0%*	*56.0%*	*56.0%*	*56.0%*	*56.0%*	*56.0%*
	Fiscal Impact ($000)		**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**10-Year Total*** **
13	Taxable Base		$0	$1,774	$3,049	$3,632	$3,741	$3,853	$3,969	$4,088	$4,211	$4,337	$4,467	$37,122
	Tax Revenues	Tax Rate												
14	Sales Tax	3.13%	$0	$56	$95	$114	$117	$121	$124	$128	$132	$136	$140	$1,163
15	**Total Tax Revenues**		**$0**	**$56**	**$95**	**$114**	**$117**	**$121**	**$124**	**$128**	**$132**	**$136**	**$140**	**$1,163**
16	NET NEW Fiscal Impact		$0	$37	$63	$75	$77	$79	$82	$84	$87	$89	$92	$764
17	*Net New as % of Total*		*0.0%*	*66.1%*	*66.0%*	*65.7%*	*65.7%*	*65.7%*	*65.7%*	*65.7%*	*65.7%*	*65.7%*	*65.7%*	*65.8%*

Notes:
**Reflecting one month of operation in 2019.*
***Corresponding to the projected sales at the Event Space as shown in previous tables.*
****Reflecting the sum in ten full years from 2020 thru 2029.*
*****Employment figures are not additive and should not be summed up. The jobs that are created and/or supported simply carry on to the next year.*
Source: Area 15 Las Vegas, Johnson Consulting

City

Figure 30 shows spending volume at, and impact of, the Event and Entertainment Space, based upon both on-site and off-site spending over a 10-year period. As shown, in a stabilized year of operation (assumed to be 2024), the Event and Entertainment Space is estimated to generate $18.25M in direct spending, of which $11.25M is estimated to occur on-site and $7.0M is estimated to occur off-site. Over the 10-year period from 2020 to 2029, direct spending associated with the Event and Entertainment Space at Area 15 is estimated to total $175.8M. The overall economic impact of the Event and Entertainment Space at Area 15, in a stabilized year, is estimated to include $21.8M of total spending, of which $13.7M (or 62.6 percent is estimated to be "net new" to the State of Nevada), along with $5.2M in increased earnings and 136 full-time equivalent jobs. During the same year, the fiscal impact is estimated to be $191,000, and totaling $1.8M over the 10-year projection period. Of this, $879,000 (or 47.9 percent is estimated to

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Figure 30

Event and Entertainment Space - Area 15, Las Vegas, Nevada
Estimated Spending and Impact (Inflated $000)

		Rate/ Assumption	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total***
	Activity Volume													
1	Attendance		0	92,620	156,410	184,730	184,730	184,730	184,730	184,730	184,730	184,730	184,730	1,726,870
2	Room Nights		0	11,512	18,800	22,010	22,010	22,010	22,010	22,010	22,010	22,010	22,010	206,392
	Spending Volume ($000)													
	Spending On Site													
3	On Ticket Sales		$0	$3,599	$5,816	$6,972	$7,182	$7,397	$7,619	$7,847	$8,083	$8,325	$8,575	$71,416
4	On F&B and Others		0	1,774	3,049	3,632	3,741	3,853	3,969	4,088	4,211	4,337	4,467	37,122
5	**Subtotal Spending On Site****		**$0**	**$5,373**	**$8,865**	**$10,605**	**$10,923**	**$11,250**	**$11,588**	**$11,936**	**$12,294**	**$12,662**	**$13,042**	**$108,538**
	Spending Off Site	*Average Spending*												
6	On Lodging	*$144.55 (a)*	$0	$1,714	$2,883	$3,477	$3,581	$3,688	$3,799	$3,913	$4,030	$4,151	$4,276	$35,512
7	On Food and Incidentals	*$28.50 (b)*	0	945	1,680	2,121	2,184	2,250	2,317	2,387	2,459	2,532	2,608	21,483
8	On Car Rental	*$41.92 (c)*	0	497	836	1,008	1,038	1,070	1,102	1,135	1,169	1,204	1,240	10,299
9	**Subtotal Spending Off Site**		**$0**	**$3,156**	**$5,399**	**$6,606**	**$6,804**	**$7,008**	**$7,218**	**$7,435**	**$7,658**	**$7,887**	**$8,124**	**$67,294**
10	**Total**		**$0**	**$8,529**	**$14,265**	**$17,210**	**$17,726**	**$18,258**	**$18,806**	**$19,370**	**$19,951**	**$20,550**	**$21,166**	**$175,833**
11	NET NEW Total		$0	$5,427	$8,981	$10,780	$11,104	$11,437	$11,780	$12,134	$12,498	$12,872	$13,259	$110,272
12	*Net New as % of Total*		*0.0%*	*63.6%*	*63.0%*	*62.6%*	*62.6%*	*62.6%*	*62.6%*	*62.6%*	*62.6%*	*62.6%*	*62.6%*	*62.7%*
	Economic Impact ($000)		**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**10-Year Total*** **
13	Direct Spending	*Multipliers*	$0	$8,529	$14,265	$17,210	$17,726	$18,258	$18,806	$19,370	$19,951	$20,550	$21,166	$175,833
14	Indirect Spending	*0.088*	0	747	1,250	1,508	1,553	1,600	1,648	1,697	1,748	1,801	1,855	15,408
15	Induced Spending	*0.108*	0	919	1,537	1,855	1,911	1,968	2,027	2,088	2,150	2,215	2,281	18,951
16	**Total Spending**		**$0**	**$10,196**	**$17,052**	**$20,573**	**$21,190**	**$21,826**	**$22,481**	**$23,155**	**$23,850**	**$24,565**	**$25,302**	**$210,192**
17	Increased Earnings	*0.285*	$0	$2,430	$4,064	$4,903	$5,050	$5,202	$5,358	$5,519	$5,684	$5,855	$6,031	$50,097
18	Employment (FTE Jobs)	*8.66*	0	72	116	136	136	136	136	136	136	136	136	136****
19	NET NEW Economic Impact (Total Spending)		$0	$6,488	$10,736	$12,887	$13,274	$13,672	$14,082	$14,505	$14,940	$15,388	$15,849	$131,820
20	*Net New as % of Total*		*0.0%*	*63.6%*	*63.0%*	*62.6%*	*62.6%*	*62.6%*	*62.6%*	*62.6%*	*62.6%*	*62.6%*	*62.6%*	*62.7%*
	Fiscal Impact ($000)		**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**
21	Taxable Base		$0	$2,719	$4,729	$5,753	$5,926	$6,103	$6,286	$6,475	$6,669	$6,869	$7,075	$58,606
	Tax Revenues	*Tax Rate*												
22	Sales Tax	*3.13%*	$0	$85	$148	$180	$186	$191	$197	$203	$209	$215	$222	$1,835
23	**Total Tax Revenues**		**$0**	**$85**	**$148**	**$180**	**$186**	**$191**	**$197**	**$203**	**$209**	**$215**	**$222**	**$1,835**
24	NET NEW Fiscal Impact		$0	$42	$72	$86	$89	$91	$94	$97	$100	$103	$106	$879
25	*Net New as % of Total*		*0.0%*	*49.5%*	*48.8%*	*47.7%*	*47.7%*	*47.7%*	*47.7%*	*47.7%*	*47.7%*	*47.7%*	*47.7%*	*47.9%*

Notes:
**Reflecting one month of operation in 2019.*
***Corresponding to the projected sales at the Event Space as shown in previous tables.*
****Reflecting the sum in ten full years from 2020 thru 2029.*
*****Employment figures are not additive and should not be summed up. The jobs that are created and/or supported simply carry on to the next year.*
a) Las Vegas per Diem on lodging is $112.90 per U.S. General Services Administration and $176.20 per Business Travel News. $144.55 is the midpoint.
b) From Las Vegas per Diem on Meals and Incidentals of $69 per U.S. General Services Administration, minus approx. $40.5 per person already spent on site on Total.
c) Based on Corporate Travel Index for Las Vegas, per Business Travel News.
Source: Area 15 Las Vegas, Johnson Consulting

City

COMBINED AREA 15

Figure 31 shows projections of the spending volume at, and impact of, Area 15, based upon on-site spending over a 10-year period. As shown, in a stabilized year of operation (assumed to be 2024), Area 15 is estimated to generate $72.6M in direct on-site spending, $17.3M in increased earnings and 454 full-time equivalent jobs. Over the 10-year period from 2020 to 2029, direct on-site spending associated with Area 15 is estimated to total $732.6M, of which $406.8M (or 55.5 percent is estimated to be "net new" to the State of Nevada), along with $174.6M in increased earnings and 454 full-time equivalent jobs. The on-site fiscal impact of Area 15 is estimated to be $688,000 in a stabilized year, and $6.9M over the 10-year projection period. Of this, $4.0M (or 57.2 percent is estimated to be "net new" to the City

Figure 31

Area 15, Las Vegas, Nevada
Anchor Attraction, Retail, and Event and Entertainment Space Combined
Estimated Spending and Tax Benefit - ON SITE ONLY

Economic Impact ($000)	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total***
Direct Spending	$3,559	$49,361	$54,173	$57,271	$58,989	$60,759	$62,581	$64,459	$66,393	$68,384	$70,436	$612,806
Indirect Spending	312	4,325	4,747	5,019	5,169	5,324	5,484	5,648	5,818	5,992	6,172	53,699
Induced Spending	384	5,320	5,839	6,173	6,358	6,549	6,745	6,947	7,156	7,370	7,592	66,047
Total Spending	**$4,254**	**$59,006**	**$64,758**	**$68,462**	**$70,516**	**$72,631**	**$74,810**	**$77,055**	**$79,366**	**$81,747**	**$84,200**	**$732,553**
Increased Earnings	$1,014	$14,063	$15,434	$16,317	$16,807	$17,311	$17,830	$18,365	$18,916	$19,483	$20,068	$174,595
Employment (FTE Jobs)	31	415	442	454	454	454	454	454	454	454	454	454**
NET NEW Economic Impact (Total Spending)	$2,358	$32,788	$35,963	$38,021	$39,161	$40,336	$41,546	$42,793	$44,077	$45,399	$46,761	$406,845
Net New as % of Total	*55.4%*	*55.6%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*
Tax Benefit ($000)	**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**10-Year Total*** **
Anchor Attraction	$11	$141	$145	$150	$154	$159	$163	$168	$173	$179	$184	$1,616
Retail	29	363	374	385	397	408	421	433	446	460	473	4,160
Event Space	0	56	95	114	117	121	124	128	132	136	140	1,163
Total Tax Benefit	**$40.8**	**$559**	**$614**	**$648**	**$668**	**$688**	**$708**	**$730**	**$751**	**$774**	**$797**	**$6,938**
NET NEW Fiscal Impact	$23	$316	$351	$371	$382	$394	$405	$418	$430	$443	$456	$3,966
Net New as % of Total	55.4%	56.5%	57.1%	57.2%	57.2%	57.2%	57.2%	57.2%	57.2%	57.2%	57.2%	57.2%

cting one month of operation in 2019.
loyment figures are not additive and should not be summed up. The jobs that are created and/or supported simply carry on to the next year.
lecting the sum in ten full years from 2020 thru 2029.
e: Area 15 Las Vegas, Johnson Consulting

City

Figure 32 shows spending volume at, and impact of, Area 15, based upon both on-site and off-site spending over a 10-year period. As shown, in a stabilized year of operation (assumed to be 2024), Area 15 is estimated to generate $116.2M in direct spending, $27.7M in increased earnings and 726 full-time equivalent jobs. Over the 10-year period from 2020 to 2029, direct spending associated with Area 15 is estimated to total $1.17B, of which $699.9M (or 59.7 percent) is estimated to be new to the area, along with $279.2M in increased earnings and 726 full-time equivalent jobs. The fiscal impact of Area 15 is estimated to be $1.5M in a stabilized year, and $14.9M over the 10-year projection period. Of this, $8.1M (or 54.5 percent) is estimated to be new to the area. It is noted that the total projected sales volume at Area 15 represents a very small portion of market-wide retail sales, which are currently growing at a rate that is in excess of 5 percent annually. As such, any impact on the current base of spending will be negligible.

Figure 32

Area 15, Las Vegas, Nevada
Anchor Attraction, Retail, and Event and Entertainment Space Combined
Estimated Spending and Tax Benefit

	Economic Impact ($000)	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total***
1	Direct Spending	$5,675	$78,675	$86,515	$91,628	$94,377	$97,208	$100,124	$103,128	$106,222	$109,408	$112,691	$979,975
2	Indirect Spending	497	6,894	7,581	8,029	8,270	8,518	8,774	9,037	9,308	9,587	9,875	85,874
3	Induced Spending	612	8,479	9,324	9,876	10,172	10,477	10,791	11,115	11,448	11,792	12,146	105,621
4	**Total Spending**	**$6,784**	**$94,048**	**$103,421**	**$109,533**	**$112,819**	**$116,203**	**$119,689**	**$123,280**	**$126,978**	**$130,788**	**$134,711**	**$1,171,469**
5	Increased Earnings	$1,617	$22,415	$24,649	$26,106	$26,889	$27,696	$28,526	$29,382	$30,264	$31,172	$32,107	$279,206
6	Employment (FTE Jobs)	49	661	706	726	726	726	726	726	726	726	726	726**
7	NET NEW Economic Impact (Total Spending)	$4,009	$56,042	$61,777	$65,459	$67,423	$69,445	$71,529	$73,675	$75,885	$78,161	$80,506	$699,902
8	*Net New as % of Total*	*59.1%*	*59.6%*	*59.7%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.7%*
	Tax Benefit ($000)	**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**10-Year Total*****
9	Anchor Attraction	$63	$780	$803	$827	$852	$878	$904	$931	$959	$988	$1,017	$8,938
10	Retail	29	363	374	385	397	408	421	433	446	460	473	4,160
11	Event Space	0	85	148	180	186	191	197	203	209	215	222	1,835
12	**Total Tax Benefit**	**$92**	**$1,228**	**$1,325**	**$1,392**	**$1,434**	**$1,477**	**$1,521**	**$1,567**	**$1,614**	**$1,663**	**$1,712**	**$14,934**
13	NET NEW Fiscal Impact	$51	$676	$725	$758	$781	$804	$828	$853	$879	$905	$932	$8,140
14	Net New as % of Total	55.4%	55.0%	54.7%	54.4%	54.4%	54.4%	54.4%	54.4%	54.4%	54.4%	54.4%	54.5%

**Reflecting one month of operation in 2019.*
***Employment figures are not additive and should not be summed up. The jobs that are created and/or supported simply carry on to the next year.*
****Reflecting the sum in ten full years from 2020 thru 2029.*
Source: Area 15 Las Vegas, Johnson Consulting

City

IMPACT ON LOCAL GOVERNMENT SERVICES

Johnson Consulting engaged Hobbs, Ong & Associates, Inc. to assist in obtaining additional financial information related to the impact of the proposed Area 15 project. NRS 271A.080 specifically requires local governmental entities to identify services, including, without limitation, services for education, including operational and capital costs, and services for police protection and fire protection, as a result of the project and the development. The specific requirements are addressed within included below and the full report prepared by Hobbs, Ong & Associates is included as an Appendix to this study.

IMPACT TO EDUCATION SERVICES

In measuring the impact of the Area 15 project upon the Southern Nevada Education system, the impact was determined using the Clark County School District, as a representative measure for this particular analysis. The website for the Clark County School District, the 5th largest district in the U.S., reports that the District has approximately 320,000 students enrolled in kindergarten through 12th grade. The District encompasses 358 schools and approximately 8,000 square miles in southern Nevada.

The proposed Area 15 project is described as a unique entertainment, performance, shopping and dining venue. The project does not include a residential component. Project employment will be a function of the hiring for the various commercial venues within the project. Figure 33 shows on-site project employment estimates, as prepared by Johnson Consulting.

City

Figure 33

Area 15, Las Vegas, Nevada Projected Employment (FTE) at Project													
		2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total
1	Anchor Attraction**	13	150	155	159	164	169	174	179	184	190	196	196
2	Retail***	40	341	496	511	526	542	558	575	592	610	628	628
3	Event Space ****	1	12	14	15	15	16	16	17	17	18	147	147
4	**Total**	**54**	**503**	**665**	**684**	**705**	**726**	**748**	**770**	**793**	**817**	**971**	**971**

Notes:

*Reflecting one month of operation in 2019.

** Estimated based upon similar 20,000 SF attraction in Santa Fe, NM w hich has 50 to 100 employees.

***Assumes 1 employee per 383 SF, rounded (Source: U.S. Green Buildings Council) for 37,500 SF and apportions Anchor Attraction employment levels to the balance of the space.

**** Based on Event Space salary schedule.

Source: Area 15, LLC, USGBC, Johnson Consulting

As shown, it is estimated that on-site employment will total 503 employees in 2020, the first full year of post-opening. Thereafter, employment will increase incrementally each year reflecting increased retail sales, as described above, over the 10-year projection period. The full operating complement of employees in 2029 is estimated to be 971 employees.

To develop an order of magnitude of the project to enable a better understanding of potential impacts to the School District, an employee to enrolled students ratio was calculated. The latest employment statistics available from the Nevada Department of Employment, Training and Rehabilitation at the time this analysis was prepared, indicates that the Average Annual Labor Force, Summary for the Las Vegas-Henderson-Paradise MSA, Nevada was 1,013,600. Project employment, as noted above, will represent 0.04% to 0.10% of the total MSA employment. If this employment proportion is representative of the number of new students in the Clark County School District, the pupil increase could be approximately 114 to 334, spread over the 358 schools in the District. Being that all of the children of the project's employees would be entering the Clark County Schoo

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their respective parents. It is known that will not be the case. While there may be certain special skill employees who will bring children new to the Las Vegas area, the significant number of employees will be hired locally and those who do bring their children will do so on a short-term or temporary basis, and thus are assumed not to enroll them in school.

It is anticipated that the job opportunities will primarily appeal to existing Las Vegas residents, as the jobs being created will primarily be service related jobs that do not typically attract new residents. The Southern Nevada area currently has an ample labor pool to fill these positions. The jobs are expected to be filled mainly by currently unemployed residents or by those currently employed but seeking a better opportunity as offered by the Project. These individuals already utilize existing education services and will not create a further need. As mentioned earlier, this analysis focused on the impact to the Clark County School District as a representative measure of the impacts to the total educational infrastructure.

Based upon the forgoing, the fiscal impact of the project on the Southern Nevada education system is anticipated to be immaterial.

IMPACT TO POLICE AND FIRE SERVICES

The Area 15 project, as a new development, will generate visitation from locals, tourists, shoppers, and those seeking to experience new dining options. This new influx of people traffic will result in an increased need for police and fire protection. The Metropolitan Police Department ("METRO") and the City of Las Vegas Fire analysis presented Please to gauge any anticipated impacts reviewed resulting from the development of the project.

The response from each expressed similar observations. Key among the points made are that the Departments have sufficient emergency vehicle access to the project to be able to respond to any need that might arise in the project and to ensure the responders are able to maintain radio contact with their personnel while on site. Given the relative scale of the project and its variety of offerings, no specific concerns were raised. Neither indicated that the project would impact the daily operations in a manner that needed to be addressed now. Both agencies indicated that special events to be held at the project would be required to event permitting process and the venue would be responsible for any specific additional police and / or fire services resulting from the special event. This is a normal process for special events held in the cities and the County.

City

SUMMARY OF IMPACTS

The estimated impacts of the proposed Area 15 project are summarized as follows in accordance with the requirements of NRS 271A.080 (3):

(a) The amount of the proceeds of all taxes and other governmental revenue projected to be received as a result of the properties and businesses expected to be located in the district;

Visitors to Area 15 will spend $60.8M within the Tyler Dar, and a total of $ site) is also accounted for. Added, total spending is projected to be $72.6M within the TID, and $116.2M when off-site spending is also accounted for.

The economic impact is further estimated to include $17.3M in increased earnings and create 454 full-time equivalent (FTE) jobs annually in a stabilized year, based upon on-site spending. When off-site spending is also accounted for, these figures increase to $27.7M in increased earnings and 726 full-time equivalent jobs, annually.

TID eligible sales tax revenues will total $688,000 in a stabilized year, reflecting on-site spending only, and over the 10-year projection period, will total $6.9M in sales tax revenues derived from Area 15.

(b) The use of any money proposed to be pledged pursuant to NRS 271A.070;

The preponderance of sales tax revenues from on-site spending is expected to be generated by non-Nevada residents visiting Las Vegas, accounting for 57.2 percent (or $394,000 in a stabilized year) across all uses within Area 15. Over a 10-year period, cumulative "net new" ta revenues derived from Area 15 will be approximately $4.0M.

(c) Any increase in costs for the provision of local governmental services, including, without limitation, services for education, including operational and capital costs, and services for police protection and fire protection, as a result of the project and the development of land within the district;

The fiscal impact of the project on the Southern Nevada education system is anticipated to be immaterial and no specific concerns were raised by authorized representatives of the Metropolitan Police Department or the City of Las Vegas Fire and Rescue Department. Both of these agencies

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City

indicated that special events to be held at the event permitting process and the venue require would be responsible for any specific additional police and / or fire services resulting from the special event. This is a normal process for special events held in the cities and the County.

(d) Estimates of any increases in the proceeds from sales and use taxes collected by retailers located outside of the district and of any displacement of the proceeds from sales and use taxes collected by those retailers, as a result of the properties and businesses expected to be located in the district.

As it relates to the potential displacement of the proceeds from sales and use taxes collected by retailers outside of the district, as a result of the properties and businesses expected to be located in the district, the impact is anticipated to be minimal. Restated, the scale of projected retail sales at Area 15 is not sufficient to raise concerns of displacement. Projected growth in retail sales in the Las Vegas market will allow new supply to be absorbed without the displacement

ADDITIONAL IMPACTS

IMPACT TO THE SCHOOL DISTRICT'S SUPPORT TAX

As shown in Figure 24, the total sales tax rate in Clark County is 8.25 percent, including 1.4 percent Local Option tax and 2.6 percent Local School Support Tax. Of the gross sales tax eligible for TID (4.25 percent, of which the maximum capture rate is 3.13 percent), Figure 34 shows the amount and distribution of the Clark County sales tax components.

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Figure 34

Area 15, Las Vegas, Nevada
Clark County Sales Tax Components

	Rate	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total
On-Site Sales Tax Revenues													
Total Clark County sales tax rate	8.25%	$107	$1,474	$1,619	$1,708	$1,759	$1,812	$1,866	$1,922	$1,980	$2,039	$2,100	$18,278
Less: Option Tax	1.40%	18	250	275	290	298	307	317	326	336	346	356	3,102
Less: Local School Support Tax	**2.60%**	**34**	**464**	**510**	**538**	**554**	**571**	**588**	**606**	**624**	**643**	**662**	**5,760**
Gross Sales Tax Rate Eligible for TID	**4.25%**	**$55**	**$759**	**$834**	**$880**	**$906**	**$933**	**$961**	**$990**	**$1,020**	**$1,050**	**$1,082**	**$9,416**
Max. Capture Rate Sales Tax Rate for TID	**3.13%**	**$41**	**$559**	**$614**	**$648**	**$668**	**$688**	**$708**	**$730**	**$751**	**$774**	**$797**	**$6,938**
Total Sales Tax Revenues (incl. from off-site spending)													
Total Clark County sales tax rate	8.25%	$244	$3,234	$3,490	$3,668	$3,778	$3,891	$4,008	$4,128	$4,252	$4,380	$4,511	$39,340
Less: Option Tax	1.40%	41	549	592	622	641	660	680	701	722	743	765	6,676
Less: Local School Support Tax	**2.60%**	**77**	**1,019**	**1,100**	**1,156**	**1,191**	**1,226**	**1,263**	**1,301**	**1,340**	**1,380**	**1,422**	**12,398**
Gross Sales Tax Rate Eligible for TID	**4.25%**	**$125**	**$1,666**	**$1,798**	**$1,889**	**$1,946**	**$2,005**	**$2,065**	**$2,127**	**$2,190**	**$2,256**	**$2,324**	**$20,266**
Max. Capture Rate Sales Tax Rate for TID	**3.13%**	**$92**	**$1,228**	**$1,325**	**$1,392**	**$1,434**	**$1,477**	**$1,521**	**$1,567**	**$1,614**	**$1,663**	**$1,712**	**$14,934**

Source: Clark County Nevada, Johnson Consulting

As shown, the potential revenues to the School District, based solely on on-site sales tax revenues from the TID, are estimated to amount to $5.8M or 31.5 percent of County sales tax revenues. The Clark County School District will not receive this tax revenue if the Area 15 project does not proceed. The potential revenues for the Local Option Tax are estimated to amount to $3.1M or 17.0 percent of County sales tax revenues. When off-site sales tax revenues from the TID are accounted for, the potential revenues to the School District increase to $12.4M and the Local Option Tax increases to $6.7M.

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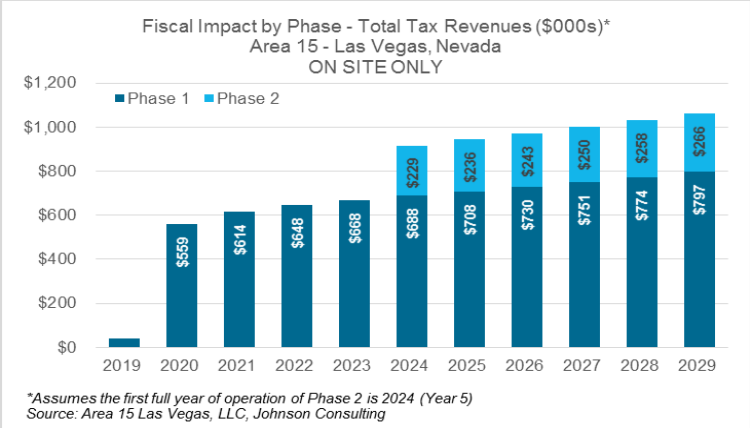
ESTIMATED IMPACT OF PHASE 2

As described above, Phase 2 of Area 15 relates to an additional 5-acre site that will ultimately become an extension of the proposed project. Although the timing of Phase 2 is currently unknown, Figure 35 shows the potential fiscal impact associated with the additional development, reflecting only those impacts that will occur within the TID (on-site). Our estimates assume that the first full year of operation of Phase 2 will be 2024 (Year 5) and that the impact will be equivalent to one-third of the total fiscal impact of Phase 1.

Figure 35

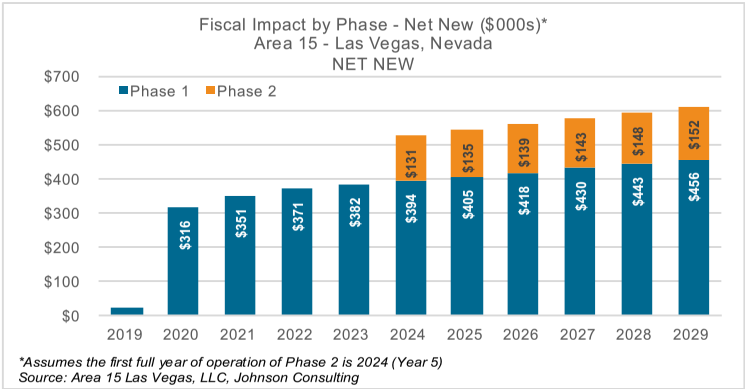


*Assumes the first full year of operation of Phase 2 is 2024 (Year 5)
Source: Area 15 Las Vegas, LLC, Johnson Consulting

As shown, the fiscal impact of Phase 2 is estimated to amount to $229,000 in TID eligible sales tax revenues in 2024 and increasing to $266,000 in 2029. In 2024, the total fiscal impact of Area 15, including Phases 1 and 2, is estimated to be $917,000 in TID eligible on-site sales tax revenues, increasing to $1.1M in 2029.

Figure 36 shows the estimated net new impact of Phase 2 of Area 15, reflecting only those impacts that will occur within the TID (on-site) and that are new to the State of Nevada.

Figure 36



*Assumes the first full year of operation of Phase 2 is 2024 (Year 5)
Source: Area 15 Las Vegas, LLC, Johnson Consulting

As shown, the net new fiscal impact of Phase 2 is estimated to amount to $131,000 in TID eligible sales tax revenues in 2024 and increasing to $152,000 in 2029. In 2023, the total net new fiscal impact of Area 15, including Phases 1 and 2, is estimated to be $525,000 on-site sales tax revenues, increasing to $608,000 in 2029.

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CONCLUSION

The proposed Area 15 project aims to become *the* premier attraction in Las Vegas. Project design offers a counter-cultural beacon of unique attractions and experiential offerings. The goal of this analysis was to develop credible and defensible estimates of tax revenues that will occur with the TID and identify the share of those revenues that will be attributable to local residents and visitors, including visitors from outside of Nevada.

Based upon the preceding analysis, the impact of Area 15 will be immense:

- By a stabilized year of operation, close to 1.0M visitors will be attracted to the Anchor Attraction and Event and Entertainment Space at Area 15, the preponderance of whom are anticipated to be out-of-state and non-local visitors. This reflects the preliminary marketing proposal for Area 15 which states that it will serve to maximize non-local visitation to the project.
- Visitors to Area 15 will spend $6.0M within the TID (stabilized year), and a total of $116.2M when off-site spending is also accounted for. When total spending is projected to be $72.0M within the TID, and $116.2M when off-site spending is also accounted for.
- The economic impact is further estimated to include $17.3M in increased earnings and create 454 full-time equivalent (FTE) jobs annually in a stabilized year, based upon on-site spending. When off-site spending is also accounted for, these figures increase to $27.7M in increased earnings and 726 full-time equivalent jobs, annually.
- TID eligible sales tax revenues will total $688,000 in a stabilized year, reflecting on-site spending only, and over the 10-year projection period, will total $6.9M in sales tax revenues derived from Area 15.
- The preponderance of sales tax revenues from on-site spending is expected to be generated by non-Nevada residents visiting Las Vegas, accounting for 57.2 percent (or $394,000 in a stabilized year) across all uses within Area 15. Over a 10-year period, cumulative tax revenues derived from Area 15 will be approximately $4.0M.
- As it relates to local government services, the fiscal impact of the project on the Southern Nevada education system is anticipated to be immaterial and no specific concerns were raised by authorized representatives of the Metropolitan Police Department or the City of Las Vegas Fire and Rescue Department. Both of these agencies indicated that special events to be held at the project would be required to

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City

comply with the City's special event permitting process and/or for the venue services resulting from the special event. This is a normal process for special events held in the cities and the County.

In response to the key framework questions presented in the introduction of the report, our opinion to the proposed Area 15 project is as follows:

1. Will the Project and the financing thereof have a positive fiscal effect on the provision of local government services? (addressing requirements outlined in NRS 271A.080.3(a) – (d)).

   The fiscal impact of the project on the Southern Nevada education system is anticipated to be immaterial and no specific concerns were raised by authorized representatives of the Metropolitan Police Department or the City of Las Vegas Fire and Rescue Department. Both of these agencies indicated that special events to be held at the permitting project would process and the venue would be responsible for any specific additional police and / or fire services resulting from the special event. This is a normal process for special events held in the cities and the County.

   As it relates to the potential displacement of the proceeds from sales and use taxes collected by retailers outside of the district, as a result of the properties and businesses expected to be located in the district, the impact is anticipated to be minimal. Restated, the scale of projected retail sales at Area 15 is not sufficient to raise concerns of displacement. Projected growth in retail sales in the Las Vegas market will allow new supply to be absorbed without the displacement

2. As a result of the Project, will retailers locate their businesses within the District and will there be a substantial increase in the proceeds from the sales and use taxes remitted by retailers within the District? (addressing requirements outlined in NRS 271A.080.5(a))

   Visitors to Area 15 will generate $6,018.8M in annual visitor spending ("Total Direct Spending"), and a total TID-specific ("TID") impact is estimated at $72.6M annually. When indirect and induced spending are added, total spending is projected to be $72.6M within the TID, and $116.2M when off-site spending is also accounted for.

   The economic impact is further estimated to include $17.3M in increased earnings and create 454 full-time equivalent (FTE) jobs annually in a stabilized year, based upon on-site spending. When off-site spending is also accounted for, these figures increase to $27.7M in increased earnings and 726 full-time equivalent jobs, annually.

<br /

TID eligible sales tax revenues will total $688,000 in a stabilized year, reflecting on-site spending only, and over the 10-year projection period, will total $6.9M in sales tax revenues derived from Area 15.

3. As a result of the Project, will the preponderance of the increase in proceeds from sales and use taxes be attributable to transactions with tourists who are not residents of the state of Nevada? (addressing requirements outlined in NRS 271A.080.5(b))

   The preponderance of sales tax revenues from on-site spending is expected to be generated by non-Nevada residents visiting Las Vegas, accounting for 57.2 percent (or $394,000 in a stabilized year) across all uses within Area 15. Over a 10-year period, cumulative tax revenues derived from Area 15 will be approximately $4.0M.

City

Office of the County Manager

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(702) 455-3530 • Fax (702) 455-3558

Yolanda T. King, County Manager
Kevin Schiller, Assistant County Manager • Randall J. Tarr, Assistant County Manager • Jeffrey M. Wells, Assistant County Manager
Jessica L. Colvin, Chief Financial Officer
Les Lee Shell, Chief Administrative Officer

July 23, 2019

The Honorable Carolyn Goodman
Mayor of Las Vegas
495 S. Main St.
Las Vegas, NV 89101

RE: City of Las Vegas Recommendation to Establish a Tourist Improvement District

Dear Mayor Goodman:

On July 16, 2019, Mr. Bill Arent, Director of the City of Las Vegas Economic and Urban Development team provided the Board of County Commissioners (Board) an overview of a potential Tourist Improvement District (TID) for the Area 15 project located on Assessor's Parcel Number 162-08-418-002. In accordance with NRS 217A.080, the Board is authorized to submit comments to the City regarding the impacts of the proposed TID. This letter officially represents those comments.

The Board remains concerned about the amount of revenues needed for the proper function of government, and voiced frustration that a fair share of revenue generated here does not stay here. As such, the Board is cautious of any request to reallocate revenue which could negatively impact the County's ability to provide services. Despite this concern, the majority of the Board was generally supportive of the Area 15 project. In particular, members of the Board were encouraged by the City's inclusion of an incentive cap as well the "pay go" mechanism which would not allow for bonds to be issued on the project. Members of the Board did express concern that they were not involved earlier in discussions surrounding the project, and would appreciate that courtesy should there be future projects. Additionally, there was a request that the City and the developer remain cognizant of any displacement of low income residents the project may cause either in the short or long-term.

On behalf of my Board, I would like to reiterate Clark County's commitment to support the City in its endeavors that are beneficial to our constituents. We look forward to continuing to work

BOARD OF COUNTY COMMISSIONERS
MARILYN KIRKPATRICK, Chair • LAVARR CE WEEKLY, Vice Chair
LARRY BROWN • JAMES B. GIBSON • JUSTIN C. JONES • MICHAEL NAFT • TICK SEGERBLOM
YOLANDA T. KING, County Manager

together to improve the relationship between the City and County and to commit to find ways to collaboratively improve our Southern Nevada community.

Sincerely,

YOLANDA T. KING
County Manager

cc: Las Vegas City Council
Board of County Commissioners
Scott Adams, City of Las Vegas
Bill Arent, City of Las Vegas



Submitted At Meeting

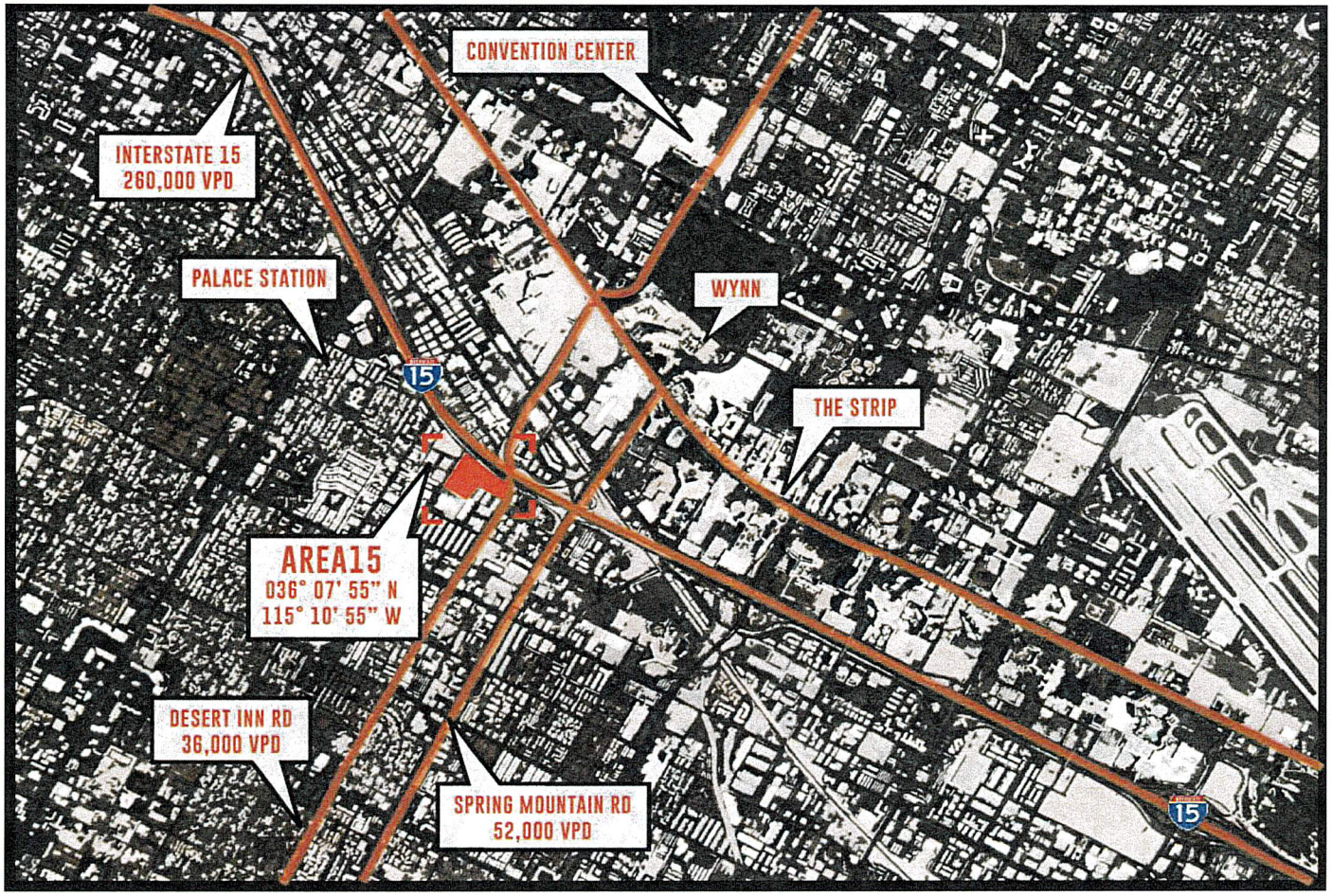
Date 8/7/19 Item 56

Cit

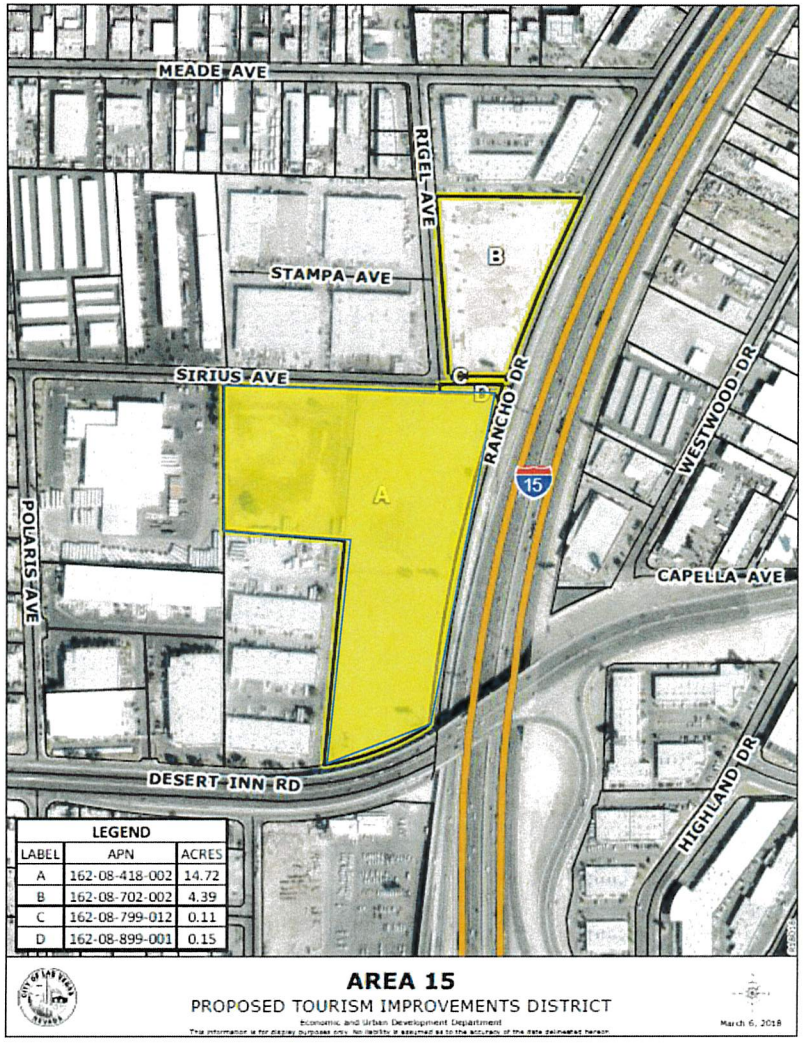
Area 15 Project

- Area 15 is a new "experience based" retail project that will bring to Nevada unique retail experiences not currently in the Las Vegas area.
- Fisher Brothers, a real estate development company based in New York, will be building, financing, and operating the project.
- The Area 15 Project Site is an approximate 15-acre parcel.
- The project will consist of approximately 126,000 SF of leasable area that includes:
  - Curated artistic interactive common area ("Meow Wolf");
  - Indoor and outdoor event space;
  - Food cart & retail kiosk opportunities;
  - Onsite commercial grade kitchen/commissary; and
  - 800+ free parking spaces.

Project Location



Project Site



Tourism Improvement District: Tax Rate

Tourism Improvement District Incentive (Clark County)

Projects with TID Ordinance Issued After July 1, 2013 per SB406	Full Rate (%)	TID Rate (%)
75% of 2.00% Sales Tax	2.00	1.5000
75% of 0.50% Basic City-County Relief Tax	0.50	0.3750
75% of 1.75% Supplemental City-County Relief Tax	1.75	1.3125
Gross TID Effective Sales Tax Rate:	4.25	3.1875
Effective TID Rate against gross sales:		**3.19%**
LESS Nevada Taxation Fee @ 1.75% against TID-eligible revenue		-0.06%
Net TID Rate After NV Taxation Admin Fee:		**3.13%**

Reference: NRS 271A.070

Proposed TID Incentive

- Proposed TID would be a 20-year Tourism Improvement District
- Proposed Project TID would be capped at the lesser of 3.13% of gross sales tax revenue, or $688,000 annually
  - *If TID revenues are below projections, then Developer receives less benefit*
  - *If TID revenues exceed projections, then Developer benefit is capped*
- TID would be on a "pay go" basis – annual TID revenues would be distributed to developer once distributed from Nevada Taxation to City of Las Vegas (no STAR Bonds)
- TID also would be limited to Phase 1 Project only

Purpose of Public Hearing

Would Area 15 Project and the proposed Tourism Improvement District result in the following?

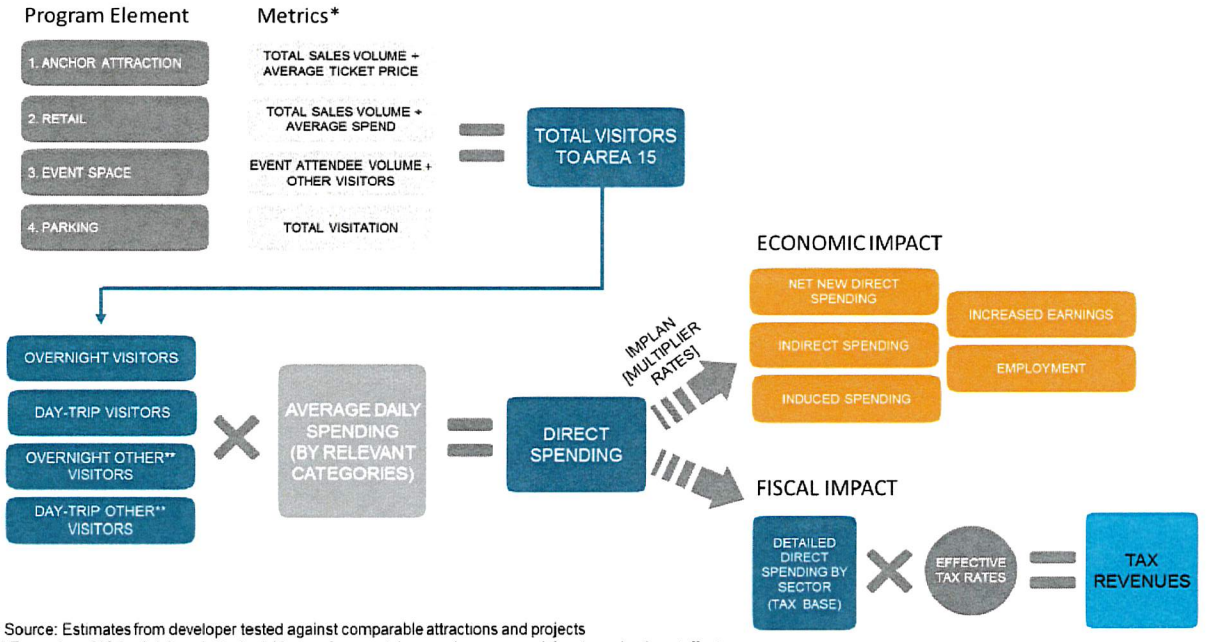
1. Would the Project have a positive **Fiscal Effect** on local government services and benefit the District?
   NRS 271 A.080(2) and (3)

2. Would the Project result in retailers locating in the District, creating a substantial increase in sales tax revenue, with a **preponderance** of that increase being attributable to non-Nevada residents?
   NRS 271 A.080(5)

Johnson Consulting: Methodology

JOHNSON CONSULTING

Figure 3



* Source: Estimates from developer tested against comparable attractions and projects
** Examples of 'Other' visitors include visiting performers (singers, dancers, musicians), production staff, etc.

Johnson Consulting:
Preponderance and Fiscal Effect Conclusions

- The preponderance of sales tax revenues from on-site spending is expected to be generated by non-Nevada residents visiting Las Vegas accounting for 57.2% (or $394,000 in a stabilized year) across all uses within Area 15. Over a 10-year period, cumulative "net new" tax revenues derived from Area 15 will be approximately $4.0M. (PAGE 43, Bullet 5)
- As it relates to local government services, the fiscal impact of the project on the Southern Nevada education system is anticipated to be immaterial and no specific concerns were raised by authorized representatives of the Metropolitan Police Department or the City of Las Vegas Fire and Rescue Department. (PAGE 43, Bullet 6)

Source: Area 15 Preponderance Study and Related Analysis, Johnson Consulting

Johnson Consulting: *Sales Tax Projections*

Preponderance Study and Related Analysis | June 2019

Area 15 – Las Vegas, NV

PAGE 41

JOHNSON CONSULTING

Figure 34

Area 15, Las Vegas, Nevada Clark County Sales Tax Components	Rate	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total
On-Site Sales Tax Revenues													
Total Clark County sales tax rate	8.25%	$107	$1,474	$1,619	$1,708	$1,759	$1,812	$1,866	$1,922	$1,980	$2,039	$2,100	$18,278
Less: Option Tax	1.40%	18	250	275	290	298	307	317	326	336	346	356	3,102
Less: Local School Support Tax	2.60%	34	464	510	538	554	571	588	606	624	643	662	5,760
Gross Sales Tax Rate Eligible for TID	4.25%	$55	$759	$834	$880	$906	$933	$961	$990	$1,020	$1,050	$1,082	$9,416
Max. Capture Rate Sales Tax Rate for TID	**3.13%**	**$41**	**$559**	**$614**	**$648**	**$668**	**$688**	**$708**	**$730**	**$751**	**$774**	**$797**	**$6,938**
Total Sales Tax Revenues (incl. from off-site spending)													
Total Clark County sales tax rate	8.25%	$244	$3,234	$3,490	$3,668	$3,778	$3,891	$4,008	$4,128	$4,252	$4,380	$4,511	$39,340
Less: Option Tax	1.40%	41	549	592	622	641	660	680	701	722	743	765	6,676
Less: Local School Support Tax	2.60%	77	1,019	1,100	1,156	1,191	1,226	1,263	1,301	1,340	1,380	1,422	12,398
Gross Sales Tax Rate Eligible for TID	4.25%	$125	$1,666	$1,798	$1,889	$1,946	$2,005	$2,065	$2,127	$2,190	$2,256	$2,324	$20,266
Max. Capture Rate Sales Tax Rate for TID	**3.13%**	**$92**	**$1,228**	**$1,325**	**$1,392**	**$1,434**	**$1,477**	**$1,521**	**$1,567**	**$1,614**	**$1,663**	**$1,712**	**$14,934**

Source: Clark County Nevada, Johnson Consulting

As shown, the potential revenues to the School District, based solely on on-site sales tax revenues from the TID, are estimated to amount to $5.8M or 31.5 percent of County sales tax revenues. The Clark County School District will not receive this tax revenue if the Area 15 project does not proceed. The potential revenues for the Local Option Tax are estimated to amount to $3.1M or 17.0 percent of County sales tax revenues. When off-site sales tax revenues from the TID are accounted for, the potential revenues to the School District increase to $12.4M and the Local Option Tax increases to $6.7M.

Johnson Consulting:
Fiscal Effect and Preponderance Findings

Figure 31

Area 15, Las Vegas, Nevada
Anchor Attraction, Retail, and Event and Entertainment Space Combined
Estimated Spending and Tax Benefit - ON SITE ONLY

Economic Impact ($000)	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total***
Direct Spending	$3,559	$49,361	$54,173	$57,271	$58,989	$60,759	$62,581	$64,459	$66,393	$68,384	$70,436	$612,806
Indirect Spending	312	4,325	4,747	5,019	5,169	5,324	5,484	5,648	5,818	5,992	6,172	53,699
Induced Spending	384	5,320	5,839	6,173	6,358	6,549	6,745	6,947	7,156	7,370	7,592	66,047
Total Spending	**$4,254**	**$59,006**	**$64,758**	**$68,462**	**$70,516**	**$72,631**	**$74,810**	**$77,055**	**$79,366**	**$81,747**	**$84,200**	**$732,553**
Increased Earnings	$1,014	$14,063	$15,434	$16,317	$16,807	$17,311	$17,830	$18,365	$18,916	$19,483	$20,068	$174,595
Employment (FTE Jobs)	31	415	442	454	454	454	454	454	454	454	454	454**
NET NEW Economic Impact (Total Spending)	$2,358	$32,788	$35,963	$38,021	$39,161	$40,336	$41,546	$42,793	$44,077	$45,399	$46,761	$406,845
Net New as % of Total	*55.4%*	*55.6%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*	*55.5%*
Tax Benefit ($000)	**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**10-Year Total*** **
Anchor Attraction	$11	$141	$145	$150	$154	$159	$163	$168	$173	$179	$184	$1,616
Retail	29	363	374	385	397	408	421	433	446	460	473	4,160
Event Space	0	56	95	114	117	121	124	128	132	136	140	1,163
Total Tax Benefit	**$40.8**	**$559**	**$614**	**$648**	**$668**	**$688**	**$708**	**$730**	**$751**	**$774**	**$797**	**$6,938**
NET NEW Fiscal Impact	$23	$316	$351	$371	$382	$394	$405	$418	$430	$443	$456	$3,966
Net New as % of Total	55.4%	56.5%	57.1%	57.2%	57.2%	57.2%	57.2%	57.2%	57.2%	57.2%	57.2%	57.2%

cting one month of operation in 2019.
loyment figures are not additive and should not be summed up. The jobs that are created and/or supported simply carry on to the next year.
lecting the sum in ten full years from 2020 thru 2029.
e: Area 15 Las Vegas, Johnson Consulting

Johnson Consulting:
Total Estimated Spending and Tax Benefit

Figure 32

Area 15, Las Vegas, Nevada
Anchor Attraction, Retail, and Event and Entertainment Space Combined
Estimated Spending and Tax Benefit

	Economic Impact ($000)	2019*	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	10-Year Total***
1	Direct Spending	$5,675	$78,675	$86,515	$91,628	$94,377	$97,208	$100,124	$103,128	$106,222	$109,408	$112,691	$979,975
2	Indirect Spending	497	6,894	7,581	8,029	8,270	8,518	8,774	9,037	9,308	9,587	9,875	85,874
3	Induced Spending	612	8,479	9,324	9,876	10,172	10,477	10,791	11,115	11,448	11,792	12,146	105,621
4	**Total Spending**	**$6,784**	**$94,048**	**$103,421**	**$109,533**	**$112,819**	**$116,203**	**$119,689**	**$123,280**	**$126,978**	**$130,788**	**$134,711**	**$1,171,469**
5	Increased Earnings	$1,617	$22,415	$24,649	$26,106	$26,889	$27,696	$28,526	$29,382	$30,264	$31,172	$32,107	$279,206
6	Employment (FTE Jobs)	49	661	706	726	726	726	726	726	726	726	726	726**
7	NET NEW Economic Impact (Total Spending)	$4,009	$56,042	$61,777	$65,459	$67,423	$69,445	$71,529	$73,675	$75,885	$78,161	$80,506	$699,902
8	*Net New as % of Total*	*59.1%*	*59.6%*	*59.7%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.8%*	*59.7%*
	Tax Benefit ($000)	**2019***	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**10-Year Total*** **
9	Anchor Attraction	$63	$780	$803	$827	$852	$878	$904	$931	$959	$988	$1,017	$8,938
10	Retail	29	363	374	385	397	408	421	433	446	460	473	4,160
11	Event Space	0	85	148	180	186	191	197	203	209	215	222	1,835
12	**Total Tax Benefit**	**$92**	**$1,228**	**$1,325**	**$1,392**	**$1,434**	**$1,477**	**$1,521**	**$1,567**	**$1,614**	**$1,663**	**$1,712**	**$14,934**
13	NET NEW Fiscal Impact	$51	$676	$725	$758	$781	$804	$828	$853	$879	$905	$932	$8,140
14	Net New as % of Total	55.4%	55.0%	54.7%	54.4%	54.4%	54.4%	54.4%	54.4%	54.4%	54.4%	54.4%	54.5%

**Reflecting one month of operation in 2019.*
***Employment figures are not additive and should not be summed up. The jobs that are created and/or supported simply carry on to the next year.*
****Reflecting the sum in ten full years from 2020 thru 2029.*
Source: Area 15 Las Vegas, Johnson Consulting

Resolution Finding: Positive Fiscal Effect

Section 1, page 3 (lines 17 through 19) of Resolution R-39-2019:

The City Council makes the finding that:

(i) The Project will have a **positive fiscal effect** on the provision of local government services and

(ii) The Project will benefit the District.

Resolution Finding: Preponderance

Section 1, page 3 (lines 23 through 28) of Resolution R-39-2019:

The City Council makes the findings that:

(a) as a result of the project:

(1) retailers will locate their businesses as such in the District; and

(2) there will be a substantial increase in the proceeds from sales and use taxes remitted by retailers with regard to tangible personal property sold at retail, or stored, used or otherwise consumed in the District; and

(b) a **preponderance** of that increase in the proceeds from the sales and use taxes will be attributable to transactions with tourists who are not residents of the State of Nevada.

Current Step and Next Steps

1. City Council Notice and Hearing Resolution (June 19, 2019)
2. Three advertisements published in three successive weeks (July 2019)
3. Clark County Board of County Commissioners public meeting (July 16, 2019)
4. **Findings Resolution (August 7, 2019)**
5. NCOT Public Hearing on September 24, 2019
6. City Council Creation ordinance (October 2 and October 16, 2019)

(Future Dates are Planned and Subject to Change)


Bill Arent, Director
Economic & Urban Development
City of Las Vegas
702-229-6856
barent@lasvegasnevada.gov
CITY OF LAS VEGAS
NEVADA

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
57

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the reappointments of Jack Levine and Colleen Beck to the Historic Preservation Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Historic Preservation Commission is comprised of members filling 10 different categories. Terms are for four years, with no limit to the number of terms that may be served. Mr. Levine serves as the Category 4 member, Experienced in the Real-Estate Profession, and was originally appointed in 2011. Ms. Beck was also originally appointed in 2011 and she fills the Category 10 seat as an Archeological Professional. Both are eligible to be reappointed, have the recommendation of the Planning Director and wish to continue serving.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Mr. Levine and/or Ms. Beck or direct staff to bring forward an item to a future meeting to appoint new nominees.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

HISTORIC PRESERVATION COMMISSION

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE PATRICK J. KLENK	4-27-1998 (Reappt. 12-5-01) (Reappt. 12-7-05) (Reappt. 3-3-10) (Reappt. 12-4-13) (Reappt 11-15-17)	12-31-2021
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING RICHARD SERFAS	12-19-2012 (Reappt. 3-19-14) (Reappt 9-5-18)	3-23-2022
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION DONALD L. HOTCHKISS JR.	11-2-2011 (Reappt. 12-4-13) (Reappt. 10-4-17)	9-19-2021
CATEGORY 4 -EXPERIENCED IN REAL ESTATE PROFESSION JACK LeVINE	3-2-2011 (Reappt. 2-18-15)	3-8-2019
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP BOB STOLDAL	4-27-1998 (Reappt.-Reassigned from Cat. 7 – 3-3-10) (Reappt. 12-4-13) (Reappt 11-15-17)	12-31-2021
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY SONDRA COSGROVE	8-6-2014 (Reappt. 7-19-17)	3-24-2021

CATEGORY 7 – ALL MEMBERS IN CATEGORY 7 SERVE AS MEMBERS-AT-LARGE UNTIL THEY REPRESENT A HISTORIC DISTRICT DESIGNATION. WHEN THEY REPRESENT A DESIGNATED HISTORIC DISTRICT, THEY MUST EITHER OWN PROPERTY OR RESIDE WITHIN THAT DISTRICT.

1. MICHELLE LARIME	7-19-2017	7-19-2021
2. CLAYTEE WHITE (Historic Preservation Commission appointment recommendation)	5-17-2006 (Reappt. 5-7-14) (Reappt 9-5-18)	5-17-2022
3. MIA PALENCAR	12-5-2018	12-5-2022
4. JARMILLA McMILLAN-ARNOLD	3-2-2011 (Reappt. 2-18-15)	3-6-2019

CATEGORY 8 - DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS
(Director)
Development Services Center
MIKE HOWE (**Designee**)

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE
VACANT (**Designee**)

CATEGORY 10 - ARCHEOLOGICAL PROFESSION COLLEEN M. BECK	6-15-2011 (Reappt. 6-17-15)	6-15-2019

AUTHORITY: Bill No. 2010-4, Ord. 6079 created a new Category 10, reduced Category 7 from 4 members to 5 and made changes.

Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

TERM: 4 years

PURPOSE: Carry-on preservation activities in the City of Las Vegas for building, structures and places of historical and architectural significance.

MEMBERS: 13 members - 11 members appointed by the City Council; and Two ex-officio representatives: Director, Planning Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

CATEGORY:

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (After historic district designation, shall be filled by a person owning property and residing within the historic district if a person so qualified is available to serve. If no such person is available, a person who owns real property within the historic district may fill that position if a person so qualified is available to serve. If no such person is available to serve, any person may fill that position. If more than four historic districts have been designated as such pursuant to this subchapter, the City Council shall determine which four of the historic districts are to be represented on the HPC.)
8 DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

NOTES: Must fill unexpired terms if appropriate.

Each member must have a demonstrated interest in or knowledge of:

a) The history of the City of Las Vegas
b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12-31-2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday of each month at 12:00 P.M., except there is no meeting in November and December meetings are the 2nd Wednesday

MEETINGS: Six (6 Members) of the Commission constitute a quorum for the purpose of conducting business. A majority vote of members present, and voting, shall be necessary to approve any item of business. Any member shall have the right to make a motion except the Chair.

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
58

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Sheila Collins to the Historic Preservation Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Historic Preservation Commission is comprised of members filling 10 different categories. Terms are for four years, with no limit to the number of terms that may be served. A vacancy currently exists in Category 7 as Ms. Jarmilla McMillan-Arnold reached the end of her term in March and stepped down. Ms. Sheila Collins is eligible for the seat, has the recommendation of the Planning Director and wishes to serve.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Appoint Ms. Collins or direct staff to bring forward an item to a future meeting to appoint new nominees.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

HISTORIC PRESERVATION COMMISSION

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE PATRICK J. KLENK	4-27-1998 (Reappt. 12-5-01) (Reappt. 12-7-05) (Reappt. 3-3-10) (Reappt. 12-4-13) (Reappt 11-15-17)	12-31-2021
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING RICHARD SERFAS	12-19-2012 (Reappt. 3-19-14) (Reappt 9-5-18)	3-23-2022
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION DONALD L. HOTCHKISS JR.	11-2-2011 (Reappt. 12-4-13) (Reappt. 10-4-17)	9-19-2021
CATEGORY 4 -EXPERIENCED IN REAL ESTATE PROFESSION JACK LeVINE	3-2-2011 (Reappt. 2-18-15)	3-8-2019
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP BOB STOLDAL	4-27-1998 (Reappt.-Reassigned from Cat. 7 – 3-3-10) (Reappt. 12-4-13) (Reappt 11-15-17)	12-31-2021
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY SONDRA COSGROVE	8-6-2014 (Reappt. 7-19-17)	3-24-2021

CATEGORY 7 – ALL MEMBERS IN CATEGORY 7 SERVE AS MEMBERS-AT-LARGE UNTIL THEY REPRESENT A HISTORIC DISTRICT DESIGNATION. WHEN THEY REPRESENT A DESIGNATED HISTORIC DISTRICT, THEY MUST EITHER OWN PROPERTY OR RESIDE WITHIN THAT DISTRICT.

1.	MICHELLE LARIME	7-19-2017	7-19-2021
2.	CLAYTEE WHITE (Historic Preservation Commission appointment recommendation)	5-17-2006 (Reappt. 5-7-14) (Reappt 9-5-18)	5-17-2022
3.	MIA PALENCAR	12-5-2018	12-5-2022
4.	JARMILLA McMILLAN-ARNOLD	3-2-2011 (Reappt. 2-18-15)	3-6-2019

CATEGORY 8 - DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS
(Director)
Development Services Center
MIKE HOWE (**Designee**)

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE
VACANT (**Designee**)

CATEGORY 10 - ARCHEOLOGICAL PROFESSION COLLEEN M. BECK	6-15-2011 (Reappt. 6-17-15)	6-15-2019

AUTHORITY: Bill No. 2010-4, Ord. 6079 created a new Category 10, reduced Category 7 from 4 members to 5 and made changes.

Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

TERM: 4 years

PURPOSE: Carry-on preservation activities in the City of Las Vegas for building, structures and places of historical and architectural significance.

MEMBERS: 13 members - 11 members appointed by the City Council; and Two ex-officio representatives: Director, Planning Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

CATEGORY:

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (After historic district designation, shall be filled by a person owning property and residing within the historic district if a person so qualified is available to serve. If no such person is available, a person who owns real property within the historic district may fill that position if a person so qualified is available to serve. If no such person is available to serve, any person may fill that position. If more than four historic districts have been designated as such pursuant to this subchapter, the City Council shall determine which four of the historic districts are to be represented on the HPC.)
8 DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

NOTES: Must fill unexpired terms if appropriate.

Each member must have a demonstrated interest in or knowledge of:

a) The history of the City of Las Vegas
b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12-31-2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday of each month at 12:00 P.M., except there is no meeting in November and December meetings are the 2nd Wednesday

MEETINGS: Six (6 Members) of the Commission constitute a quorum for the purpose of conducting business. A majority vote of members present, and voting, shall be necessary to approve any item of business. Any member shall have the right to make a motion except the Chair.

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
59

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the reappointments of Lisa Sherman and Malcolm White to the Parks and Recreation Advisory Board

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This board consists of 15 members appointed by the City Council. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Ms. Sherman and Mr. White fill seats designated as Mayoral appointments. Both members are eligible, have the recommendation of the Parks & Recreation Department and wish to continue serving.

RECOMMENDATION:
Options are:
That the Mayor reappoint Ms. Sherman and/or Mr. White or direct staff to bring forward an item to a future meeting to take action on one or both of these seats.

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)	2-5-2021
2.	**MELODY HOWARD** Ward 6 Appointment	12-6-2017	12-6-2020
3.	**JESUS JIMENEZ** Ward 3 Appointment	3-6-2019	3-6-2022
4.	**ERIC FOEMMEL** Ward 1 Appointment	2-7-2018	2-7-2021
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.	**ARMANDO LOZANO** Ward 3 Appointment	2-15-2017	2-15-2020
8.	**AUDREY ASSELIN** Ward 4 Appointment	11-15-2017	11-15-2020
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)	4-7-2019
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)	4-1-2019
11.	**ELIZABETH GEBRE** Ward 5 Appointment	7-1-2015 (Reappt 8-1-2018)	4-15-2021
12.	**BOB BRIARE** Ward 1 Appointment	9-20-2017	9-20-2020
13.	**MIKE HENLEY** Ward 2 Appointment	11-16-2016 (Reappt 4-18-2018)	4-15-2021
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)	2-20-2021
15.	**LARRY SCHULTZ** Ward 6 Appointment	1-6-2016 (Reappt 12-6-2017)	11-19-2020

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: August 7, 2019

Agenda Item No.:
60

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the reappointment of Trinity Haven Schlottman to the Ward 3 seat of the Planning Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Mayor and each member of the City Council appoint one member to this Commission subject to ratification by the Council. The terms are concurrent with the term of office for the appointing City Council member. All members of this board must be City residents but are not required to reside in the specific Ward of the Councilmember making the appointment. Terms are for four years with a limit of three full terms and unexpired terms must be filled. Mr. Schlottman was originally appointed to this seat in 2011. After winning her seat in the 2019 General Election, Councilwoman Diaz has the opportunity to replace or reappoint her representative on the Planning Commission. Mr. Schlottman is eligible and wishes to be reappointed.

RECOMMENDATION:
Options are: Reappoint Mr. Schlottman or direct staff to bring forward an item to a future Council meeting to consider other nominees.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

PLANNING COMMISSION

	MEMBERS		ORIGINAL APPT.	TERM EXPIRES
1.	SAM CHERRY **(Mayor's recommendation)** **Mayor's Appointment**	Ward 3 Resident	6-3-2015 (Reappt 7-3-2019)	6-2023
2.	JEFFREY ROGAN **(Knudsen's recommendation)** **Ward 1 Appointment**	Ward 1 Resident	7-3-2019	6-2023
3.	SIGAL CHATTAH **(Seaman's recommendation)** **Ward 2 Appointment**	Ward 2 Resident	7-17-2019	6-2021
4.	TRINITY HAVEN SCHLOTTMAN **(Coffin's recommendation)** **Ward 3 Appointment**	Ward 3 Resident	7-20-2011 (Reappt. 6-3-2015)	6-2019
5.	DONNA TOUSSAINT **(Anthony's recommendation)** **Ward 4 Appointment**	Ward 4 Resident	6-7-2017	6-2021
6.	ANTHONY WILLIAMS **(Crear's recommendation)** **Ward 5 Appointment**	Ward 6 Resident	6-5-2019	6-2023
7.	LOUIS DE SALVIO **(Fiore's recommendation)** **Ward 6 Appointment**	Ward 6 Resident	8-2-2017	6-2021

AUTHORITY: NRS 278 - L.V.M.C. 2.44
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

(11-15-95 Ord. 3940, Bill 95-73, removed restriction that PC members could hold no other public office - this restriction was previously removed by the Legislature from NRS.)
(Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001, to indicate financial disclosure requirement)

(Amended per Bill 2001-145, Ordinance 5409 - First Amendment, adopted 1-2-2002, to increase compensation for members from $50.00 to $80.00 per meeting attended, effective October 1, 2001 per SB554)

TERM: 4 years **(Ord. 6159 8/17/2011 - limited terms to 3 full terms but cumulatively not to exceed 12 years – excluding members who served partial terms prior to 8/1/2011)** (LVMC 2.44.020; 1-19-2000 Ord. 5193, Revised the expiration of members' terms to run concurrent with the term of the elected official recommending their appointment, although members may complete the term in the event the recommending elected official vacates office)

Must fill unexpired terms.

COMPENSATION: $80.00 per meeting attended

APPOINTED: 7 Members-each member of the City Council recommends one person for appointment to serve at the pleasure of the Council w/approval of Council. Terms are coterminous with the member making the recommendation **(Appointees may not be members of the elected governing body - NRS 278.040)**

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT.**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

MEETINGS: Meets 2nd Tuesday of each month, 6:00 PM, Council Chambers.

PURPOSE: The Planning Commission is advisory to the City Council on matters related to zoning and other related issues and serves as a final action board for Tentative and Final Maps.

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
61

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Robin Camacho to the Citizens Advisory Committee to the Las Vegas Redevelopment Agency

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Citizens Advisory Committee to the Las Vegas Redevelopment Agency (CAC) is to act in an advisory capacity and to provide input to the Redevelopment Agency (RDA) and the City of Las Vegas (City) on matters relating to the RDA's proposed projects and programs. The CAC consists of nine members appointed by the City Council, who serve without compensation. Members must work in the RDA area and/or live in or near the RDA area; they represent small business owners, real estate, development, homeowners, renters/condo owners and educators. Terms shall be for three years with a limit of two full consecutive terms. Ms. Camacho qualifies for the vacant Category B seat, which is reserved for someone licensed and active in Real Estate in the Redevelopment area with an office that is located within the Redevelopment area.

RECOMMENDATION:
That the Council appoint Ms. Camacho or direct staff to bring forward an item to a future meeting to appoint a qualified nominee to the seat.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

CITIZENS ADVISORY COMMITTEE TO THE LAS VEGAS REDEVELOPMENT AGENCY

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY A – Small Business Owner or Storefront Owner Active in the RDA **1. Daniel Hill**	12-6-2017	12-6-2020
CATEGORY B – Licensed Real Estate Professional (Real Estate Attorney or Realtor active in real estate transactions, financing or analysis within the RDA) **2. VACANT**		
CATEGORY C – Development Business Community (Architect, Developer or Contractor active in building or developing projects in the RDA) **3. VACANT** (Replaces Steven Clarke who resigned)		11-2-2020
CATEGORY D – Resident Homeowner or Primary Dweller of a Single Family Home (Located within the Redevelopment Area) **4. Lois Mack**	11-2-2011 (Reappt. 12-7-2016)	11-2-2019
CATEGORY E – Apartment Renter or Condominium Owner (Resides in the Redevelopment Area) **5. Asha L. Jones**	3-16-2016 (Reappt. 12-7-2016)	11-2-2019
CATEGORY F – Educator Or Community Leader Working To Benefit Children (Lives or works in the Redevelopment Area) **6. Beverly S. Mathis**	11-2-2011 (Reappt. 12-7-2016)	11-2-2019
CATEGORY G – Three Community Members (resides or works in the Redevelopment Area within Wards 1, 3 and 5) **7. VACANT** (Ward 1)		
8. Craig Palacios (Ward 3)	12-21-2016 (Reappt. 10-17-2018)	11-2-2021
9. Jermaine Dykes (Ward 5)	1-23-2013 (Reappt. 1-20-2016)	1-23-2019

AUTHORITY: Created by Council action on August 4, 2010 (Item 45). Memorandum of Understanding between the City of Las Vegas, the City of Las Vegas Redevelopment Agency and the Culinary Union to create a committee to act in an advisory capacity and provide input to the Redevelopment Agency on proposed projects and programs within the Redevelopment Area approved 8-4-2010 (Item 37). Committee By-Laws adopted by the City Council on August 4, 2010.

MEMBERS: 9 members

TERM: 3 years. Initial terms are staggered with 1, 2 and 3 year initial terms. Categories 7, 8 & 9 are initial 1 year terms; Categories 4, 5 & 6 are initial 2 year terms; and Categories 1, 2, & 3 are initial 3 year terms.

No member may serve more than 2 full consecutive three year terms. (Filling any portion of an unexpired term does not count towards the 2 full terms) Must fill unexpired terms if appropriate.

Category

CATEGORY A – SMALL BUSINESS OWNER OR STOREFRONT OWNER ACTIVE IN THE RDA
CATEGORY B – LICENSED REAL ESTATE PROFESSIONAL (Real Estate Attorney or Realtor active in real estate transactions, financing or analysis within the RDA)
CATEGORY C – DEVELOPMENT BUSINESS COMMUNITY (Architect, Developer or Contractor active in building or developing projects in the RDA)
CATEGORY D –RESIDENT HOMEOWNER OR PRIMARY DWELLER OF A SINGLE FAMILY HOME (Located within the Redevelopment Area)
CATEGORY E – APARTMENT RENTER OR CONDOMINIUM OWNER (Resides in the Redevelopment Area)
CATEGORY F - EDUCATOR OR COMMUNITY LEADER WORKING TO BENEFIT CHILDREN (Lives or works in the Redevelopment Area)
CATEGORY G – THREE COMMUNITY MEMBERS (resides or works in the Redevelopment Area within Wards 1, 3 and 5)

NOTES: NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
62

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-24 - For possible action - Adopts that certain document entitled "Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community," regarding property generally located at the northwest corner of Grand Teton Drive and Grand Canyon Drive. Proposed by: Robert Summerfield, Director of Planning

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will adopt that certain document entitled "Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community," regarding property generally located at the northwest corner of Grand Teton Drive and Grand Canyon Drive. The substance of the development agreement was approved by the City Council on June 19, 2019. This bill will formalize the adoption in accordance with State law.

RECOMMENDATION:
ADOPTION at the 8/7/2019 City Council Meeting pursuant to the 7/15/2019 Recommending Committee Meeting.

First Reading – 7/3/2019 First Publication – 7/25/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-24

BILL NO. 2019-24

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "FIFTH AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT FOR SKYE CANYON MASTER PLANNED COMMUNITY," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert Summerfield, Director of Planning

Summary: Adopts that certain document entitled "Fifth Amendment and Restatement to the Development Agreement for Skye Canyon Master Planned Community," regarding property generally located at the northwest corner of Grand Teton Drive and Grand Canyon Drive.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain document entitled "FIFTH AMENDMENT AND RESTATEMENT TO THE DEVELOPMENT AGREEMENT FOR SKYE CANYON MASTER PLANNED COMMUNITY," the substance of which was approved by the City Council on June 19, 2019, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: Following adoption of this Ordinance, the document adopted by Section 1 shall be attached to this Ordinance and recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-19-19
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2019, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
63

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-25 - For possible action - Adopts that certain document entitled "Amended and Restated Development Agreement for Sunstone Master Planned Community," regarding property generally located at the southwest corner of North Skye Canyon Park Drive and Moccasin Road. Proposed by: Robert Summerfield, Director of Planning

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will adopt that certain document entitled "Amended and Restated Development Agreement for Sunstone Master Planned Community," regarding property generally located at the southwest corner of North Skye Canyon Park Drive and Moccasin Road. The substance of the development agreement was approved by the City Council on June 19, 2019. This bill will formalize the adoption in accordance with State law.

RECOMMENDATION:
ADOPTION at the 8/7/2019 City Council Meeting pursuant to the 7/15/2019 Recommending Committee Meeting.

First Reading – 7/3/2019 First Publication – 7/25/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-25

BILL NO. 2019-25

ORDINANCE NO. _____

AN ORDINANCE TO ADOPT THAT CERTAIN DOCUMENT ENTITLED "AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SUNSTONE MASTER PLANNED COMMUNITY," AND TO PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert Summerfield, Director of Planning

Summary: Adopts that certain document entitled "Amended and Restated Development Agreement for Sunstone Master Planned Community," regarding property generally located at the southwest corner of North Skye Canyon Park Drive and Moccasin Road.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: That certain document entitled "AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR SUNSTONE MASTER PLANNED COMMUNITY," the substance of which was approved by the City Council on June 19, 2019, is hereby adopted in conformance with the provisions of NRS Chapter 278.

SECTION 2: Following adoption of this Ordinance, the document adopted by Section 1 shall be attached to this Ordinance and recorded in the office of the County Recorder in accordance with the provisions of NRS Chapter 278.

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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-19-19
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2019, and referred to a committee for recommendation, the committee being composed of the following members _____ _____;

thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
64

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-26 - For possible action - Amends LVMC Chapter 6.39 to exempt from licensing and regulation as a nightclub any establishment with a tavern-limited license within the Downtown Entertainment Overlay District, and amends LVMC 6.50.250 to authorize conditions to be imposed on such establishments regarding outdoor patron lines and outdoor speakers. Proposed by: Bradford R. Jerbic, City Attorney [NOTE: This item will come forward to the City Council as a Proposed First Amendment, with a change in the bill's title and summary. The summary has been changed to read: "Amends various provisions of LVMC Titles 6 and 19 to exempt from licensing and regulation as a nightclub any establishment with a tavern-limited license within the Downtown Entertainment Overlay District, subject to certain conditions."]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 6.39 to exempt from licensing and regulation as a nightclub any establishment with a tavern-limited license within the Downtown Entertainment Overlay District (the "DEOD"). The bill will also amend LVMC 6.50.250 to authorize conditions to be imposed on such establishments regarding outdoor patron lines and outdoor speakers. The bill is intended to allow more flexibility for operations with tavern-limited licenses, while preserving operational requirements consistent with the goals and standards of the DEOD.

RECOMMENDATION:
FORWARDED to the 8/7/2019 City Council Meeting for consideration as a Proposed First Amendment, with no recommendation, pursuant to the 7/15/2019 Recommending Committee Meeting.

First Reading – 7/3/2019 First Publication – 7/25/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-26
2. Backup Submitted from the July 15, 2019 Recommending Committee Meeting
3. Bill No. 2019-26, Proposed First Amendment

BILL NO. 2019-26

ORDINANCE NO. _____

AN ORDINANCE RELATING TO NIGHTCLUBS AND ESTABLISHMENTS WITH A TAVERN-LIMITED ALCOHOLIC BEVERAGE LICENSE; AMENDING PROVISIONS OF LVMC CHAPTER 6.39 TO EXEMPT FROM LICENSING AND REGULATION AS A NIGHTCLUB ANY ESTABLISHMENT WITH A TAVERN-LIMITED LICENSE WITHIN THE DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT; AMENDING LVMC 6.50.250 TO AUTHORIZE CONDITIONS TO BE IMPOSED ON SUCH ESTABLISHMENTS REGARDING OUTDOOR PATRON LINES AND OUTDOOR SPEAKERS; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Amends LVMC Chapter 6.39 to exempt from licensing and regulation as a nightclub any establishment with a tavern-limited license within the Downtown Entertainment Overlay District, and amends LVMC 6.50.250 to authorize conditions to be imposed on such establishments regarding outdoor patron lines and outdoor speakers.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 39, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.39.010: (A) [As the] <u>The</u> primary operations of a nightclub often include the sales of alcoholic beverages for immediate on-premises consumption and the provision of live entertainment at a fixed establishment during the late night and early morning hours, and such operations can negatively impact surrounding businesses and residential areas during the late evening and early morning hours due to noise and congestion from the additional vehicular and pedestrian traffic coming to and from such establishments[,]<u>. Therefore,</u> the City Council declares that<u>, except as otherwise provided in Subsection (C) of this Section,</u> all businesses considered to be a nightclub pursuant to this Chapter must be specifically licensed for such operation, whether newly proposed or an existing business operation as further delineated herein.

(B) The City Council understands that there are certain liquor establishments authorized to provide live entertainment pursuant to LVMC 6.50.520, and if an establishment is not

considered a nightclub for purposes of this Subsection (B), then such establishment shall comply with the provisions of LVMC 6.50.520 prior to providing live entertainment at such an establishment.

(C) This Chapter does not apply to any establishment that holds a tavern-limited alcoholic beverage license and is located within the Downtown Entertainment Overlay District, as described in LVMC 19.10.120.

SECTION 2: Title 6, Chapter 39, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.39.020: (A) [Subject to Subsection (C)(1), below,] Except as otherwise provided in Subsection (C) of LVMC 6.39.010, it is unlawful for any person to commence, carry on or engage in or operate any nightclub as defined by LVMC 6.39.030 without first obtaining and thereafter maintaining a valid, unexpired nightclub license as provided herein. Due to the negative secondary impacts a nightclub can create, such a license is required whether it is a new business operation or an existing operation that is considered a nightclub.

(B) A nightclub license pursuant to this Chapter shall not issue for an establishment that will sell or serve alcoholic beverages unless the applicant possesses a beer and wine room alcoholic beverage license, tavern alcoholic beverage license, tavern-limited alcoholic beverage license, general on-sale alcoholic beverage license, or urban lounge alcoholic beverage license for the establishment at which the nightclub license is proposed for issuance, and, except as provided at Subsection (C)(2), below, such license shall not be issued if the establishment is located on property not properly entitled for a nightclub use pursuant to LVMC Title 19.

(C) [Existing Business Operations.

(1) Any existing business that is considered a nightclub pursuant to this Chapter shall apply for and obtain licensure as a nightclub by October 1, 2015, or completely cease nightclub operations by November 1, 2015.

(2) While certain land use approvals are required for new nightclub operations pursuant to Title 19 of this Code, any nightclubs lawfully operating prior to December 1, 2014 may be

licensed pursuant to this Chapter without obtaining land use approval for a nightclub use pursuant to LVMC Title 19, notwithstanding LVMC 6.39.020(B), above.

(D)] A separate license is required for each location at which a licensee conducts business, and such licenses are not transferable. In order for an applicant for a nightclub license to obtain and maintain such license in good standing, the establishment must comply, and continue to comply with all applicable zoning, building, fire and health requirements.

SECTION 3: Title 6, Chapter 50, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.250: (A) A tavern-limited license:

(1) Authorizes the sale of alcoholic beverages only for consumption on the premises where the same are sold, except as otherwise provided in Subsection (C) of this Section.

(2) May only be issued for premises that are located entirely within Area 1 of the Downtown Las Vegas Overlay District or the Symphony Park District, as shown in Figures 2 and 3 of the Development Standards adopted in LVMC 19.10.010(B).

(3) In the case of a tavern-limited license issued under Subsection (C) of this Section, may only be issued with respect to an outdoor entertainment complex.

(4) Is not transferable, except to a location for which a new license of that type would qualify under Paragraph (2) of Section (A) above and to an operator who has been approved by the City Council.

(B) Except with respect to a tavern-limited license issued under Subsection (C) of this Section, a tavern-limited license, [or] the transfer of a license, <u>or in the case of Paragraphs (6) and (7) below, the renewal of a license as well,</u> may be conditioned upon one or more of the following:

(1) That the establishment be a themed establishment, the theme to be approved by the Director after submission of a written description of at least three operational elements establishing a theme.

(2) That the establishment provide live entertainment at least two nights per

week, including, but not limited to the following:

(a) Music entertainment venue, with live music or disc jockey (jazz, blues, reggae, hip hop, rock'n'roll, etc.);

(b) Nightclub venue with dancing and live music or live disc jockey;

(c) Comedy entertainment venue, with live comedic performers;

(d) Karaoke entertainment venue, with amateur guest performers; and

(e) Other live entertainment venues, to be determined by the City Council for acceptability and conformity to the goals and objectives of the district in which it is located.

(3) That the establishment provide for outdoor seating in a number and manner approved by the City Council.

(4) Establishment of an annual review for conformity to the licensing standards and conditions, for a period of time to be established by the City Council.

(5) Submittal of a business security plan, to be approved by the City.

(6) For establishments located within the Downtown Entertainment Overlay District that will have patrons waiting outside the establishment for entry into the establishment, that the licensee organize and maintain its patrons in line in accordance with this Paragraph (6). Each outdoor patron line must be on private property or on a public sidewalk. If on a public sidewalk, an outdoor patron line shall:

(a) Be parallel to and against the structure of the licensed establishment;

(b) Be maintained so that not more than two persons are abreast (next to one another);

(c) Not restrict reasonable pedestrian movement on the sidewalk; and

(d) Not obstruct the entrance to any other establishment that is open for business.

(7) For establishments located within the Downtown Entertainment Overlay

District, that outdoor speakers or other sound amplification devices:

(a) Will not be located on sidewalks or within the public right-of-way; and

(b) Will be directed toward the establishment's lounge or dining area and away from public rights-of-way.

[(6)] (8) Such other conditions as may be recommended by City staff and imposed by the City Council.

(C) Independent of the provisions contained in Subsection (B) of this Section, a person who owns or controls an outdoor entertainment complex, or a person who is associated with such a person by means of license or lease or other written consent to operate an outdoor entertainment complex, may only engage in the business of selling alcoholic beverages, advertise the same or permit the consumption of alcoholic beverages upon the premises of an outdoor entertainment complex by obtaining and thereafter maintaining a valid unexpired tavern-limited license specific for an outdoor entertainment complex pursuant to this Code. Unless otherwise restricted by conditions imposed on a license by the City Council, such a license authorizes the sale of alcoholic beverages for consumption at any location within an outdoor entertainment complex, but subject to compliance with the provisions of Subsections (D) and (E) of this Section.

(D) The issuance of a tavern-limited license under Subsection (C) of this Section shall be contingent upon the following:

(1) Submittal of a site plan for the outdoor entertainment complex that indicates all uses included within the complex, the controlled points access as required herein, locations where alcohol may be consumed within the boundaries of the complex, and any areas where minors may be segregated from persons over twenty-one years of age that are consuming alcohol, if any.

(2) Submittal of a business security plan that:

(a) Is designed to ensure that minors are not served or permitted to consume alcoholic beverages; and

(b) Specifically identifies how the operator of the outdoor entertainment complex will ensure that patrons will not remove alcoholic beverages from the complex.

(3) Submittal of an internal signage plan that, at a minimum, is designed to ensure the existence and maintenance of signage that reasonably and appropriately:

(a) Indicates that minors are not to be served nor consume alcohol; and

(b) Displays the scheduled entertainment to be provided to the public.

(4) Approval by the Director of the plans identified in Paragraphs (1) through (3) above, taking into account any review and recommendation of Metro regarding those plans.

(E) A tavern-limited license under Subsection (C) of this Section shall be conditioned upon compliance by the licensee and the operator of the outdoor entertainment complex with the following requirements:

(1) That at least one restaurant within the outdoor entertainment complex is open and fully operational whenever any alcoholic beverage service is available, except when the complex is closed to minors or a special event permit has been issued for an event pursuant to LVMC Chapter 12.02.

(2) That no alcoholic beverages are allowed to be consumed within any enclosed business establishment operating within the outdoor entertainment complex, unless the establishment has an alcoholic beverage license appropriate for the establishment.

(3) That patrons and guests are not allowed to leave the outdoor entertainment complex with an alcoholic beverage.

(4) That access into and out of the outdoor entertainment complex is controlled so that there are no more than four points of ingress and egress.

(5) Such other conditions as may be recommended by City staff and imposed by the City Council.

(F) The transfer of a license issued under Subsection (C) of this Section shall be subject to the contingencies and conditions regarding an initial license that are identified in Subsections

(D) and (E) of this Section.

SECTION 4: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 5: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 6-24-19
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2019, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

PROPOSED FIRST AMENDMENT

BILL NO. 2019-26

ORDINANCE NO. _____

AN ORDINANCE RELATING TO NIGHTCLUBS AND ESTABLISHMENTS WITH A TAVERN-LIMITED ALCOHOLIC BEVERAGE LICENSE; AMENDING VARIOUS PROVISIONS OF LVMC TITLES 6 AND 19 TO EXEMPT FROM LICENSING AND REGULATION AS A NIGHTCLUB ANY ESTABLISHMENT WITH A TAVERN-LIMITED LICENSE WITHIN THE DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Amends various provisions of LVMC Titles 6 and 19 to exempt from licensing and regulation as a nightclub any establishment with a tavern-limited license within the Downtown Entertainment Overlay District, subject to certain conditions.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 39, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.39.010: (A) [As the] The primary operations of a nightclub often include the sales of alcoholic beverages for immediate on-premises consumption and the provision of live entertainment at a fixed establishment during the late night and early morning hours, and such operations can negatively impact surrounding businesses and residential areas during the late evening and early morning hours due to noise and congestion from the additional vehicular and pedestrian traffic coming to and from such establishments[,]. Therefore, the City Council declares that, except as otherwise provided in Subsection (C) of this Section, all businesses considered to be a nightclub pursuant to this Chapter must be specifically licensed for such operation, whether newly proposed or an existing business operation as further delineated herein.

(B) The City Council understands that there are certain liquor establishments authorized to provide live entertainment pursuant to LVMC 6.50.520, and if an establishment is not

Submitted At 7/15/19
Recommending Meeting by Staff
Item 6

considered a nightclub for purposes of this Subsection (B), then such establishment shall comply with the provisions of LVMC 6.50.520 prior to providing live entertainment at such an establishment.

(C) This Chapter does not apply to any establishment that holds a tavern-limited alcoholic beverage license and is located within the Downtown Entertainment Overlay District, as described in LVMC 19.10.120.

SECTION 2: Title 6, Chapter 39, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.39.020: (A) [Subject to Subsection (C)(1), below,] Except as otherwise provided in Subsection (C) of LVMC 6.39.010, it is unlawful for any person to commence, carry on or engage in or operate any nightclub as defined by LVMC 6.39.030 without first obtaining and thereafter maintaining a valid, unexpired nightclub license as provided herein. Due to the negative secondary impacts a nightclub can create, such a license is required whether it is a new business operation or an existing operation that is considered a nightclub.

(B) A nightclub license pursuant to this Chapter shall not issue for an establishment that will sell or serve alcoholic beverages unless the applicant possesses a beer and wine room alcoholic beverage license, tavern alcoholic beverage license, tavern-limited alcoholic beverage license, general on-sale alcoholic beverage license, or urban lounge alcoholic beverage license for the establishment at which the nightclub license is proposed for issuance, and, except as provided at Subsection (C)(2), below, such license shall not be issued if the establishment is located on property not properly entitled for a nightclub use pursuant to LVMC Title 19.

(C) [Existing Business Operations.

(1) Any existing business that is considered a nightclub pursuant to this Chapter shall apply for and obtain licensure as a nightclub by October 1, 2015, or completely cease nightclub operations by November 1, 2015.

(2) While certain land use approvals are required for new nightclub operations pursuant to Title 19 of this Code, any nightclubs lawfully operating prior to December 1, 2014 may be

considered a nightclub for purposes of this Subsection (B), then such establishment shall comply with the provisions of LVMC 6.50.520 prior to providing live entertainment at such an establishment.

(C) This Chapter does not apply to any establishment that holds a tavern-limited alcoholic beverage license and is located within the Downtown Entertainment Overlay District, as described in LVMC 19.10.120.

SECTION 2: Title 6, Chapter 39, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.39.020: (A) [Subject to Subsection (C)(1), below,] Except as otherwise provided in Subsection (C) of LVMC 6.39.010, it is unlawful for any person to commence, carry on or engage in or operate any nightclub as defined by LVMC 6.39.030 without first obtaining and thereafter maintaining a valid, unexpired nightclub license as provided herein. Due to the negative secondary impacts a nightclub can create, such a license is required whether it is a new business operation or an existing operation that is considered a nightclub.

(B) A nightclub license pursuant to this Chapter shall not issue for an establishment that will sell or serve alcoholic beverages unless the applicant possesses a beer and wine room alcoholic beverage license, tavern alcoholic beverage license, tavern-limited alcoholic beverage license, general on-sale alcoholic beverage license, or urban lounge alcoholic beverage license for the establishment at which the nightclub license is proposed for issuance, and, except as provided at Subsection (C)(2), below, such license shall not be issued if the establishment is located on property not properly entitled for a nightclub use pursuant to LVMC Title 19.

(C) [Existing Business Operations.

(1) Any existing business that is considered a nightclub pursuant to this Chapter shall apply for and obtain licensure as a nightclub by October 1, 2015, or completely cease nightclub operations by November 1, 2015.

(2) While certain land use approvals are required for new nightclub operations pursuant to Title 19 of this Code, any nightclubs lawfully operating prior to December 1, 2014 may be

licensed pursuant to this Chapter without obtaining land use approval for a nightclub use pursuant to LVMC Title 19, notwithstanding LVMC 6.39.020(B), above.

(D)] A separate license is required for each location at which a licensee conducts business, and such licenses are not transferable. In order for an applicant for a nightclub license to obtain and maintain such license in good standing, the establishment must comply, and continue to comply with all applicable zoning, building, fire and health requirements.

SECTION 3: Title 6, Chapter 50, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.250: (A) A tavern-limited license:

(1) Authorizes the sale of alcoholic beverages only for consumption on the premises where the same are sold, except as otherwise provided in Subsection (C) of this Section.

(2) May only be issued for premises that are located entirely within Area 1 of the Downtown Las Vegas Overlay District or the Symphony Park District, as shown in Figures 2 and 3 of the Development Standards adopted in LVMC 19.10.010(B).

(3) In the case of a tavern-limited license issued under Subsection (C) of this Section, may only be issued with respect to an outdoor entertainment complex.

(4) Is not transferable, except to a location for which a new license of that type would qualify under Paragraph (2) of Section (A) above and to an operator who has been approved by the City Council.

(B) Except with respect to a tavern-limited license issued under Subsection (C) of this Section, a tavern-limited license, [or] the transfer of a license, or in the case of Paragraphs (5), (6), (7) and (8) below, the renewal of a license as well, may be conditioned upon one or more of the following:

(1) That the establishment be a themed establishment, the theme to be approved by the Director after submission of a written description of at least three operational elements establishing a theme.

(2) That the establishment provide live entertainment at least two nights per

week, including, but not limited to the following:

(a) Music entertainment venue, with live music or disc jockey (jazz, blues, reggae, hip hop, rock'n'roll, etc.);

(b) Nightclub venue with dancing and live music or live disc jockey;

(c) Comedy entertainment venue, with live comedic performers;

(d) Karaoke entertainment venue, with amateur guest performers; and

(e) Other live entertainment venues, to be determined by the City Council for acceptability and conformity to the goals and objectives of the district in which it is located.

(3) That the establishment provide for outdoor seating in a number and manner approved by the City Council.

(4) Establishment of an annual review for conformity to the licensing standards and conditions, for a period of time to be established by the City Council.

(5) Submittal of a [business] security plan, to be approved by the City[.]; provided, however, that this condition shall be mandatory for establishments located within the Downtown Entertainment Overlay District. In the case of a mandatory security plan for establishments within the Downtown Entertainment Overlay District, the security plan must address all aspects of the establishment's operations. In particular, and in connection with the approval of such a mandatory security plan, the Director may do one or both of the following, as if the establishment were a nightclub subject to LVMC Chapter 6.39:

(a) Require the establishment to comply with the provisions of LVMC 6.39.040 regarding the presence of minors.

(b) Apply to the establishment the provisions of LVMC 6.39.050(B) regarding security plans.

(6) For establishments located within the Downtown Entertainment Overlay District that will have patrons waiting outside the establishment for entry into the establishment, that the licensee organize and maintain its patrons in line in accordance with this Paragraph (6). Each outdoor patron line must be on private property or on a public sidewalk. If on a public sidewalk, an outdoor patron line shall:

(a) Be parallel to and against the structure of the licensed establishment;

(b) Be maintained so that not more than two persons are abreast (next to one another);

(c) Not restrict reasonable pedestrian movement on the sidewalk; and

(d) Not obstruct the entrance to any other establishment that is open for business.

(7) For establishments located within the Downtown Entertainment Overlay District, that outdoor speakers or other sound amplification devices:

(a) Will not be located on sidewalks or within the public right-of-way; and

(b) Will be directed toward the establishment's lounge or dining area and away from public rights-of-way.

(8) For establishments located within the Downtown Entertainment Overlay District that will provide entertainment other than what has been required as a condition of City Council approval pursuant to Paragraph (2) of this Subsection (B), that such entertainment be approved in advance by the Director.

[(6)] (9) Such other conditions as may be recommended by City staff and imposed by the City Council.

(C) Independent of the provisions contained in Subsection (B) of this Section, a person who owns or controls an outdoor entertainment complex, or a person who is associated with such a person by means of license or lease or other written consent to operate an outdoor entertainment complex, may only engage in the business of selling alcoholic beverages, advertise the same or permit the consumption of alcoholic beverages upon the premises of an outdoor entertainment complex by obtaining and thereafter maintaining a valid unexpired tavern-limited license specific for an outdoor entertainment complex pursuant to this Code. Unless otherwise restricted by conditions imposed on a license by the City Council, such a

license authorizes the sale of alcoholic beverages for consumption at any location within an outdoor entertainment complex, but subject to compliance with the provisions of Subsections (D) and (E) of this Section.

(D) The issuance of a tavern-limited license under Subsection (C) of this Section shall be contingent upon the following:

(1) Submittal of a site plan for the outdoor entertainment complex that indicates all uses included within the complex, the controlled points access as required herein, locations where alcohol may be consumed within the boundaries of the complex, and any areas where minors may be segregated from persons over twenty-one years of age that are consuming alcohol, if any.

(2) Submittal of a business security plan that:

(a) Is designed to ensure that minors are not served or permitted to consume alcoholic beverages; and

(b) Specifically identifies how the operator of the outdoor entertainment complex will ensure that patrons will not remove alcoholic beverages from the complex.

(3) Submittal of an internal signage plan that, at a minimum, is designed to ensure the existence and maintenance of signage that reasonably and appropriately:

(a) Indicates that minors are not to be served nor consume alcohol; and

(b) Displays the scheduled entertainment to be provided to the public.

(4) Approval by the Director of the plans identified in Paragraphs (1) through (3) above, taking into account any review and recommendation of Metro regarding those plans.

(E) A tavern-limited license under Subsection (C) of this Section shall be conditioned upon compliance by the licensee and the operator of the outdoor entertainment complex with the following requirements:

(1) That at least one restaurant within the outdoor entertainment complex is open and fully operational whenever any alcoholic beverage service is available, except when the complex is closed to minors or a special event permit has been issued for an event pursuant to LVMC Chapter 12.02.

(2) That no alcoholic beverages are allowed to be consumed within any enclosed business establishment operating within the outdoor entertainment complex, unless the establishment has an alcoholic beverage license appropriate for the establishment.

(3) That patrons and guests are not allowed to leave the outdoor entertainment complex with an alcoholic beverage.

(4) That access into and out of the outdoor entertainment complex is controlled so that there are no more than four points of ingress and egress.

(5) Such other conditions as may be recommended by City staff and imposed by the City Council.

(F) The transfer of a license issued under Subsection (C) of this Section shall be subject to the contingencies and conditions regarding an initial license that are identified in Subsections (D) and (E) of this Section.

SECTION 4: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 5 to 7, inclusive, of this Ordinance. The amendments in those sections are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 5: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by adding thereto, at the appropriate location, a new entry for the use "Tavern-Limited with Ancillary Nightclub Operation," indicating that the use is allowed as a conditional use in the C-2 Zoning District. In order to reflect the amendment, the letter "C" shall be inserted in the box that represents the intersection of the row for the use "Tavern-Limited with Ancillary Nightclub Operation" and the column for the C-2 Zoning District.

SECTION 6: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate location, a new entry for the use "Tavern-Limited Establishment with Ancillary Nightclub Operation," reading as follows:

. . .

Tavern-Limited Establishment with Ancillary Nightclub Operation

Description: A tavern-limited establishment with an ancillary operation that by itself would qualify as a Nightclub under LVMC 19.18.020.

Conditional Use Regulations:

1. The use must be located within the Downtown Entertainment Overlay District.

2. The use is not required to obtain an additional special use permit for the ancillary "Nightclub" operation or conform to the Minimum Special Use Permit Requirements for the "Nightclub" use, but only if:

   a. The tavern-limited establishment has been approved by means of Special Use Permit; and

   b. The operation conforms to all applicable requirements of LVMC 6.50.250.

3. The Special Use Permit provisions of Section 19.12.040(B) do not apply to this use.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

SECTION 7: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

Tavern-Limited Establishment with Ancillary Nightclub Operation. A tavern-limited establishment with an ancillary operation that by itself would qualify as a Nightclub under LVMC 19.18.020.

SECTION 8: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010, 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 9: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 5 to 7 of this Ordinance.

SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,

sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 11: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2019, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

PROPOSED FIRST AMENDMENT

BILL NO. 2019-26

ORDINANCE NO. _____

AN ORDINANCE RELATING TO NIGHTCLUBS AND ESTABLISHMENTS WITH A TAVERN-LIMITED ALCOHOLIC BEVERAGE LICENSE; AMENDING VARIOUS PROVISIONS OF LVMC TITLES 6 AND 19 TO EXEMPT FROM LICENSING AND REGULATION AS A NIGHTCLUB ANY ESTABLISHMENT WITH A TAVERN-LIMITED LICENSE WITHIN THE DOWNTOWN ENTERTAINMENT OVERLAY DISTRICT, SUBJECT TO CERTAIN CONDITIONS; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Bradford R. Jerbic, City Attorney

Summary: Amends various provisions of LVMC Titles 6 and 19 to exempt from licensing and regulation as a nightclub any establishment with a tavern-limited license within the Downtown Entertainment Overlay District, subject to certain conditions.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 39, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.39.010: (A) **[**As the**]** The primary operations of a nightclub often include the sales of alcoholic beverages for immediate on-premises consumption and the provision of live entertainment at a fixed establishment during the late night and early morning hours, and such operations can negatively impact surrounding businesses and residential areas during the late evening and early morning hours due to noise and congestion from the additional vehicular and pedestrian traffic coming to and from such establishments**[**,**]**. Therefore, the City Council declares that, except as otherwise provided in Subsection (C) of this Section, all businesses considered to be a nightclub pursuant to this Chapter must be specifically licensed for such operation, whether newly proposed or an existing business operation as further delineated herein.

(B) The City Council understands that there are certain liquor establishments authorized to provide live entertainment pursuant to LVMC 6.50.520, and if an establishment is not

considered a nightclub for purposes of this Subsection (B), then such establishment shall comply with the provisions of LVMC 6.50.520 prior to providing live entertainment at such an establishment.

(C) This Chapter does not apply to any establishment that holds a tavern-limited alcoholic beverage license and is located within the Downtown Entertainment Overlay District, as described in LVMC 19.10.120.

SECTION 2: Title 6, Chapter 39, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.39.020: (A) **[**Subject to Subsection (C)(1), below,**]** Except as otherwise provided in Subsection (C) of LVMC 6.39.010, it is unlawful for any person to commence, carry on or engage in or operate any nightclub as defined by LVMC 6.39.030 without first obtaining and thereafter maintaining a valid, unexpired nightclub license as provided herein. Due to the negative secondary impacts a nightclub can create, such a license is required whether it is a new business operation or an existing operation that is considered a nightclub.

(B) A nightclub license pursuant to this Chapter shall not issue for an establishment that will sell or serve alcoholic beverages unless the applicant possesses a beer and wine room alcoholic beverage license, tavern alcoholic beverage license, tavern-limited alcoholic beverage license, general on-sale alcoholic beverage license, or urban lounge alcoholic beverage license for the establishment at which the nightclub license is proposed for issuance, and, except as provided at Subsection (C)(2), below, such license shall not be issued if the establishment is located on property not properly entitled for a nightclub use pursuant to LVMC Title 19.

(C) **[**Existing Business Operations.

(1) Any existing business that is considered a nightclub pursuant to this Chapter shall apply for and obtain licensure as a nightclub by October 1, 2015, or completely cease nightclub operations by November 1, 2015.

(2) While certain land use approvals are required for new nightclub operations pursuant to Title 19 of this Code, any nightclubs lawfully operating prior to December 1, 2014 may be

licensed pursuant to this Chapter without obtaining land use approval for a nightclub use pursuant to LVMC Title 19, notwithstanding LVMC 6.39.020(B), above.

(D)**]** A separate license is required for each location at which a licensee conducts business, and such licenses are not transferable. In order for an applicant for a nightclub license to obtain and maintain such license in good standing, the establishment must comply, and continue to comply with all applicable zoning, building, fire and health requirements.

SECTION 3: Title 6, Chapter 50, Section 250, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.250: (A) A tavern-limited license:

(1) Authorizes the sale of alcoholic beverages only for consumption on the premises where the same are sold, except as otherwise provided in Subsection (C) of this Section.

(2) May only be issued for premises that are located entirely within Area 1 of the Downtown Las Vegas Overlay District or the Symphony Park District, as shown in Figures 2 and 3 of the Development Standards adopted in LVMC 19.10.010(B).

(3) In the case of a tavern-limited license issued under Subsection (C) of this Section, may only be issued with respect to an outdoor entertainment complex.

(4) Is not transferable, except to a location for which a new license of that type would qualify under Paragraph (2) of Section (A) above and to an operator who has been approved by the City Council.

(B) Except with respect to a tavern-limited license issued under Subsection (C) of this Section, a tavern-limited license, **[**or**]** the transfer of a license, <u>or in the case of Paragraphs (5), (6), (7) and (8) below, the renewal of a license as well,</u> may be conditioned upon one or more of the following:

(1) That the establishment be a themed establishment, the theme to be approved by the Director after submission of a written description of at least three operational elements establishing a theme.

(2) That the establishment provide live entertainment at least two nights per

week, including, but not limited to the following:

(a) Music entertainment venue, with live music or disc jockey (jazz, blues, reggae, hip hop, rock'n'roll, etc.);

(b) Nightclub venue with dancing and live music or live disc jockey;

(c) Comedy entertainment venue, with live comedic performers;

(d) Karaoke entertainment venue, with amateur guest performers; and

(e) Other live entertainment venues, to be determined by the City Council for acceptability and conformity to the goals and objectives of the district in which it is located.

(3) That the establishment provide for outdoor seating in a number and manner approved by the City Council.

(4) Establishment of an annual review for conformity to the licensing standards and conditions, for a period of time to be established by the City Council.

(5) Submittal of a **[**business**]** security plan, to be approved by the City**[**.**]**; provided, however, that this condition shall be mandatory for establishments located within the Downtown Entertainment Overlay District. In the case of a mandatory security plan for establishments within the Downtown Entertainment Overlay District, the security plan must address all aspects of the establishment's operations. In particular, and in connection with the approval of such a mandatory security plan, the Director may do one or both of the following, as if the establishment were a nightclub subject to LVMC Chapter 6.39:

(a) Require the establishment to comply with the provisions of LVMC 6.39.040 regarding the presence of minors.

(b) Apply to the establishment the provisions of LVMC 6.39.050(B) regarding security plans.

(6) For establishments located within the Downtown Entertainment Overlay District that will have patrons waiting outside the establishment for entry into the establishment, that the licensee organize and maintain its patrons in line in accordance with this Paragraph (6). Each outdoor patron line must be on private property or on a public sidewalk. If on a public sidewalk, an outdoor patron line shall:

(a) Be parallel to and against the structure of the licensed establishment;

(b) Be maintained so that not more than two persons are abreast (next to one another);

(c) Not restrict reasonable pedestrian movement on the sidewalk; and

(d) Not obstruct the entrance to any other establishment that is open for business.

(7) For establishments located within the Downtown Entertainment Overlay District, that outdoor speakers or other sound amplification devices:

(a) Will not be located on sidewalks or within the public right-of-way; and

(b) Will be directed toward the establishment's lounge or dining area and away from public rights-of-way.

(8) For establishments located within the Downtown Entertainment Overlay District that will provide entertainment other than what has been required as a condition of City Council approval pursuant to Paragraph (2) of this Subsection (B), that such entertainment be approved in advance by the Director.

[(6)**]** (9) Such other conditions as may be recommended by City staff and imposed by the City Council.

(C) Independent of the provisions contained in Subsection (B) of this Section, a person who owns or controls an outdoor entertainment complex, or a person who is associated with such a person by means of license or lease or other written consent to operate an outdoor entertainment complex, may only engage in the business of selling alcoholic beverages, advertise the same or permit the consumption of alcoholic beverages upon the premises of an outdoor entertainment complex by obtaining and thereafter maintaining a valid unexpired tavern-limited license specific for an outdoor entertainment complex pursuant to this Code. Unless otherwise restricted by conditions imposed on a license by the City Council, such a

license authorizes the sale of alcoholic beverages for consumption at any location within an outdoor entertainment complex, but subject to compliance with the provisions of Subsections (D) and (E) of this Section.

(D) The issuance of a tavern-limited license under Subsection (C) of this Section shall be contingent upon the following:

(1) Submittal of a site plan for the outdoor entertainment complex that indicates all uses included within the complex, the controlled points access as required herein, locations where alcohol may be consumed within the boundaries of the complex, and any areas where minors may be segregated from persons over twenty-one years of age that are consuming alcohol, if any.

(2) Submittal of a business security plan that:

(a) Is designed to ensure that minors are not served or permitted to consume alcoholic beverages; and

(b) Specifically identifies how the operator of the outdoor entertainment complex will ensure that patrons will not remove alcoholic beverages from the complex.

(3) Submittal of an internal signage plan that, at a minimum, is designed to ensure the existence and maintenance of signage that reasonably and appropriately:

(a) Indicates that minors are not to be served nor consume alcohol; and

(b) Displays the scheduled entertainment to be provided to the public.

(4) Approval by the Director of the plans identified in Paragraphs (1) through (3) above, taking into account any review and recommendation of Metro regarding those plans.

(E) A tavern-limited license under Subsection (C) of this Section shall be conditioned upon compliance by the licensee and the operator of the outdoor entertainment complex with the following requirements:

(1) That at least one restaurant within the outdoor entertainment complex is open and fully operational whenever any alcoholic beverage service is available, except when the complex is closed to minors or a special event permit has been issued for an event pursuant to LVMC Chapter 12.02.

(2) That no alcoholic beverages are allowed to be consumed within any enclosed business establishment operating within the outdoor entertainment complex, unless the establishment has an alcoholic beverage license appropriate for the establishment.

(3) That patrons and guests are not allowed to leave the outdoor entertainment complex with an alcoholic beverage.

(4) That access into and out of the outdoor entertainment complex is controlled so that there are no more than four points of ingress and egress.

(5) Such other conditions as may be recommended by City staff and imposed by the City Council.

(F) The transfer of a license issued under Subsection (C) of this Section shall be subject to the contingencies and conditions regarding an initial license that are identified in Subsections (D) and (E) of this Section.

SECTION 4: Ordinance No. 6289 and the Unified Development Code adopted as Title 19 of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, are hereby amended as set forth in Sections 5 to 7, inclusive, of this Ordinance. The amendments in those sections are deemed to be amendments to both Ordinance No. 6289 and the Unified Development Code adopted as Title 19.

SECTION 5: Table 2 of the Land Use Tables adopted in Title 19, Chapter 12, Section 10, is hereby amended by adding thereto, at the appropriate location, a new entry for the use "Tavern-Limited with Ancillary Nightclub Operation," indicating that the use is allowed as a conditional use in the C-2 Zoning District. In order to reflect the amendment, the letter "C" shall be inserted in the box that represents the intersection of the row for the use "Tavern-Limited with Ancillary Nightclub Operation" and the column for the C-2 Zoning District.

SECTION 6: Title 19, Chapter 12, Section 70, is hereby amended by adding thereto, at the appropriate location, a new entry for the use "Tavern-Limited Establishment with Ancillary Nightclub Operation," reading as follows:

. . .

Tavern-Limited Establishment with Ancillary Nightclub Operation

Description: A tavern-limited establishment with an ancillary operation that by itself would qualify as a Nightclub under LVMC 19.18.020.

Conditional Use Regulations:

1. The use must be located within the Downtown Entertainment Overlay District.

2. The use is not required to obtain an additional special use permit for the ancillary "Nightclub" operation or conform to the Minimum Special Use Permit Requirements for the "Nightclub" use, but only if:

   a. The tavern-limited establishment has been approved by means of Special Use Permit; and

   b. The operation conforms to all applicable requirements of LVMC 6.50.250.

3. The Special Use Permit provisions of Section 19.12.040(B) do not apply to this use.

On-site Parking Requirement: No additional parking required beyond that which is required for the principal use on the site.

SECTION 7: Title 19, Chapter 18, Section 20, is hereby amended by adding thereto, at the appropriate location, the following term and its corresponding definition:

Tavern-Limited Establishment with Ancillary Nightclub Operation. A tavern-limited establishment with an ancillary operation that by itself would qualify as a Nightclub under LVMC 19.18.020.

SECTION 8: For purposes of Section 2.100(3) of the City Charter, Sections 19.12.010, 19.12.070 and 19.18.020 are deemed to be subchapters rather than sections.

SECTION 9: The Department of Planning is authorized and directed to incorporate into the Unified Development Code the amendments set forth in Sections 5 to 7 of this Ordinance.

SECTION 10: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs,

sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 11: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 12: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2019, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as amended and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
65

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2019-27 - For possible action - Grants to Zayo Group, LLC a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference into this Ordinance. Proposed by: Gary Ameling, Chief Financial Officer

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will grant to Zayo Group, LLC a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference into this Ordinance. The terms of the Franchise Agreement are the subject of a separate resolution to be considered by the City Council, followed by the corresponding public hearing required by law.

RECOMMENDATION:
ADOPTION at the 8/07/2019 City Council Meeting pursuant to the 8/05/2019 Recommending Committee Meeting.

First Read – 7/17/2019 First Published – 7/25/2019

BACKUP DOCUMENTATION:
1. Bill No. 2019-27

BILL NO. 2019-27

ORDINANCE NO. _____

AN ORDINANCE GRANTING TO ZAYO GROUP, LLC, A LIMITED LIABILITY COMPANY ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE AND AUTHORIZED TO DO BUSINESS IN NEVADA, A NON-EXCLUSIVE FRANCHISE FOR A TELECOMMUNICATIONS SERVICE WITHIN THE CORPORATE LIMITS OF THE CITY OF LAS VEGAS, SUBJECT TO AND IN ACCORDANCE WITH THAT CERTAIN FRANCHISE AGREEMENT ENTERED INTO BETWEEN THE CITY OF LAS VEGAS AND ZAYO GROUP, LLC; AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Gary Ameling, Chief Financial Officer

Summary: Grants to Zayo Group, LLC a non-exclusive franchise for the purpose of installing, operating and maintaining a telecommunications service within the City, subject to and in accordance with the terms and conditions of the Franchise Agreement incorporated by reference into this Ordinance.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The City of Las Vegas, Nevada, hereby grants to ZAYO GROUP, LLC the non-exclusive right, privilege, authority and permission to install, operate and maintain a telecommunications service system in, upon, along, across, above, over and under all present and future public ways (excluding railroad rights-of-way), highways, streets, avenues and alleys within the incorporated boundaries of the City of Las Vegas, subject to and in accordance with the terms and conditions of that certain document entitled Franchise Agreement between the City of Las Vegas and Zayo Group, LLC, a copy of which Franchise Agreement is on file with the Clerk of the City of Las Vegas and by this reference incorporated herein. For the purposes of this Section the term "telecommunications service" has the same meaning as that term is defined in the United States Code 47 U.S.C. 153 (46).

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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-1-19
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2019, and referred to a committee for recommendation, the committee being composed of the following members _____; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

AGENDA SUMMARY PAGE
City Council
Meeting of: August 7, 2019

Agenda Item No.:
66

DEPARTMENT: City Attorney **DISCUSSION**
DIRECTOR: Brad Jerbic

SUBJECT:
NEW BILLS:

Bill No. Z-2019-1 - 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: Robert Summerfield, Director of Planning

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend the City's Official Zoning Map to change the zoning designations of various parcels whose rezoning has been approved by the City Council in recent years. The bill includes approximately 307 rezoning actions involving nearly 500 parcels. This 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-2019-1

BILL NO. Z-2019-1

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: Robert Summerfield, Director of Planning

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 _____, 2019.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 7-17-19
_____
Val Steed, Date
Deputy City Attorney

The above and foregoing ordinance was first proposed and read by title to the City Council on the _____ day of _____, 2019, and referred to a committee for recommendation, the committee being composed of the following members ___; thereafter the said committee reported favorably on said ordinance on the _____ day of _____, 2019, which was a _____ meeting of said Council; that at said _____ meeting, the proposed ordinance was read by title to the City Council as first introduced and adopted by the following vote:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT: _____

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

Parcel	Current Zoning	New Zoning
162-04-110-002, 162-04-101-010	R-1 & P-R	C-1
126-01-601-016	U	C-1
138-24-611-060	U	C-1
125-07-710-001	C-2 & R-E	C-1
138-09-801-021	U	C-1
140-31-501-003	R-1	C-1
162-03-110-003; 162-03-110-004	R-4	C-1
139-28-604-004	R-E	C-1
163-04-408-003	C-V	C-1
138-14-802-007	U	C-1
139-21-510-001; 139-21-510-002; 139-21-510-003; 139-21-510-004	R-2 & C-2	C-1
139-28-601-001; 139-28-601-002; 139-28-601-003	R-E	C-1
139-35-804-002	R-4	C-1
139-34-811-009	R-3	C-1
140-30-803-006; 140-30-803-007	R-E	C-1
138-02-101-002; 138-02-101-015	C-2	C-1
138-11-406-012	R-E	C-1
139-32-802-032	C-D	C-1
139-28-501-002; 139-28-501-003	R-E	C-1
138-22-701-009	U	C-1
125-08-210-002	R-E	C-1
139-28-604-001	R-E	C-1
125-27-502-003	R-1	C-1
139-28-402-004	R-5	C-1
139-21-314-004	R-E	C-1

Parcel	Current Zoning	New Zoning
162-04-601-001; 162-04-601-002	R-1	O
162-04-510-004; 162-04-510-005; 162-04-510-006; 162-04-510-007	R-E	O
138-03-201-009	R-E	O
162-05-511-015; 162-05-511-016	C-D	O
139-32-802-029	R-E	O
139-32-802-036	C-D	O
125-27-610-020; 125-27-610-021; 125-27-610-022	U	O
125-22-804-001	U	O
162-04-111-016; 162-04-111-017; 162-04-111-018; 162-04-112-005	R-4, R-1, R-E	O
138-36-210-008	P-R	O
137-01-801-009	U	PD
137-01-801-010	U	PD
137-12-410-003	U	PD
125-07-601-005	R-E	PD
138-32-723-001	PD	PD
137-01-101-010; 137-01-101-011; 137-01-201-003	U	PD
137-12-801-004	U	PD
126-24-401-006	U	PD
126-24-401-024	U	PD
125-07-201-004; 125-07-101-008	T-D	P-D
139-34-710-029	R-3	P-O
138-25-310-006	R-1	P-O
139-34-810-109	R-1	P-O
139-34-810-111	R-1	P-O
139-34-810-100	R-1	P-O

Parcel	Current Zoning	New Zoning
138-24-611-064	R-E	C-1
138-12-601-006	R-E	C-1
138-25-613-043	P-R	C-1
138-24-803-023	U	C-1
162-02-811-155; 162-02-811-156; 162-02-811-157; 162-02-811-158; 162-02-811-159; 162-02-811-160; 162-02-811-161; 162-02-811-162; 162-02-811-163	R-1, R-2	C-1
125-26-410-007	R-E	C-1
138-15-402-002	U	C-1
125-19-301-002; 125-19-301-003 *(Nov-18-2015)*	R-CL	C-1
125-35-101-001; 125-35-101-002	R-E	C-1
125-35-101-005	R-E	C-1
163-03-501-006 *(Sep-17-2016)*	R-TH	C-1
162-08-505-004	R-4	C-1
139-34-410-032; 139-34-410-033; 139-34-410-034; 139-34-410-035; 139-34-410-036; 139-34-410-037; 139-34-410-038	R-4 & C-2	C-1
125-19-202-006	R-E	C-1
138-36-803-004	R-1 & C-1	C-1
163-01-804-001; 163-01-804-002; 163-01-804-003, 163-01-804-004	P-R	C-1
125-19-301-010	R-E	C-1
139-31-310-051	P-R	C-1
139-34-712-099; 139-34-712-100; 139-34-712-101; 139-34-712-120	R-4	C-1
139-34-712-098	R-4	C-1

Parcel	Current Zoning	New Zoning
139-34-810-097	R-1	P-O
139-34-810-096	R-1	P-O
139-34-810-089	R-1	P-O
139-34-810-088	R-1	P-O
139-34-810-087	R-1	P-O
139-34-810-073	R-1	P-O
139-34-810-071	R-1	P-O
139-34-810-066	R-1	P-O
139-34-810-065	R-1	P-O
139-34-810-062	R-1	P-O
139-34-810-061	R-1	P-O
139-34-810-060	R-1	P-O
139-34-810-059	R-1	P-O
139-34-810-057	R-1	P-O
139-34-810-054 *(Nov-16-2011)*	R-1	P-O
139-34-810-051	R-1	P-O
139-34-810-044	R-1	P-O
139-34-810-023	R-1	P-O
139-34-810-022	R-1	P-O
139-34-810-021	R-1	P-O

Parcel	Current Zoning	New Zoning
163-03-101-014 *(Nov-15-2017)*	P-O	C-1
138-08-401-013	U	C-1
125-36-403-005	R-E	C-1
162-06-510-001	R-E, C-1	C-1
125-26-410-004; 125-26-410-005; 125-26-410-006	R-E	C-1
138-24-804-005; 138-24-804-006; 138-24-804-017	U and R-E	C-1
138-15-701-002	U	C-1
138-24-801-031	R-E	C-1
125-19-401-002	U	C-1
139-34-501-011; 139-34-512-010, 139-34-512-011, 139-34-512-012, 139-34-512-013, 139-34-512-014, 139-34-512-015; 139-34-512-018; 139-34-512-019; 139-34-512-020, 139-34-512-021; 139-34-512-022, 139-34-512-023; 139-34-512-024; 139-34-512-025, 139-34-512-034; 139-34-512-035; 139-34-512-036; 139-34-512-037; 139-34-512-038; 139-34-512-039; 139-34-512-048; 139-34-512-050; 139-34-512-051; 139-34-512-052; 139-34-512-053, 139-34-512-099; 139-34-512-100	R-4 & C-2/R-4	C-2
162-03-110-135; 162-03-110-136	R-4	C-2

Parcel	Current Zoning	New Zoning
139-34-810-004	R-1	P-O
139-34-810-001	R-1	P-O
139-34-710-057	R-1	P-O
139-34-710-045	R-1	P-O
139-34-710-021	R-1	P-O
139-34-710-020	R-1	P-O
139-34-410-225	R-1	P-O
139-34-410-024	R-1	P-O
139-29-810-023	R-1	P-O
139-34-810-002	R-1	P-O
138-36-112-001	R-1	P-O
139-34-810-090	R-3	P-O

Parcel	Current Zoning	New Zoning
139-34-401-011, 139-34-410-010, 139-33-811-018; 139-34-811-019	C-M & C-M/C-2	C-2
138-28-401-009	C-1	C-2
139-34-201-009	C-M	C-2
139-34-201-019	M & C-M	C-2
162-03-112-003; 162-03-112-004	C-1 & C-2	C-2
139-34-501-004; 139-34-501-008; 139-34-512-001	C-V	C-2
139-27-708-014; 139-27-708-016	C-V	C-2
139-34-501-003	C-V	C-2
139-34-710-001; 139-34-310-063; 139-34-310-076	C-1	C-2
162-04-811-028	R-4	C-2
139-34-712-125; 139-34-712-126	C-V	C-2
162-03-112-023; 162-03-112-024	C-1	C-2
163-01-501-001; 163-01-501-002	U	C-2
139-34-712-078; 139-34-712-080	R-4	C-2
139-34-210-047	C-V	C-2
162-03-411-009; 162-03-411-010; 162-03-411-011	C-1	C-2
139-27-708-019	C-V	C-2

Parcel	Current Zoning	New Zoning
139-34-810-039	R-1	P-O
138-36-316-008	R-1	P-O
163-03-101-014 *(Sep-7-2016)*	R-TH	P-O
138-09-201-020	U	P-O
138-09-301-001	U	P-O
139-27-211-047; 139-27-211-049; 139-27-211-062	R-3	P-O
139-34-410-227; 139-34-410-228	R-1	P-O
139-34-810-063; 139-34-810-064	R-1	P-R
162-01-210-039	R-1	P-R
140-32-310-003	R-1	P-R
139-35-413-100	R-1	P-R
162-03-311-002	R-4	P-R
139-34-810-040	R-1	P-R
139-34-710-042; 139-34-710-043; 139-34-710-044; 139-34-810-018	R-1	P-R
125-26-401-001; 125-26-401-002; 125-26-401-003; 125-26-304-005; 125-26-304-006; 125-26-304-007; 125-26-304-008;	R-E	R-1
125-26-803-005	U	R-1
125-19-201-001; 125-19-201-003	R-PD3	R-1

Parcel	Current Zoning	New Zoning
139-34-712-033; 139-34-712-034; 139-34-612-057; 139-34-612-058	C-1 & R-4	C-2
138-02-702-001; 138-02-702-002; 138-02-802-001	C-2 & R-E	C-2
139-34-612-077	C-1	C-2
139-27-708-001	R-1	C-2
139-27-708-003	R-1	C-2
125-35-401-003	C-1	C-2
138-02-814-006	C-1	C-2
162-03-112-022; 162-03-112-028; 162-03-112-029	C-1 & C-2	C-2
162-08-418-002	C-1	C-2
139-34-710-003; 139-34-710-004	R-4	C-2
139-35-401-002	C-1	C-2
139-29-704-026	C-1	C-M
138-13-512-001	O	C-M
139-28-401-006; 139-29-802-006	C-2, C-M	C-M
140-31-401-043	C-M. C-1, R-2	C-M

Parcel	Current Zoning	New Zoning
125-01-402-020	R-PD4	R-1
125-01-402-009; 125-01-402-010; 125-01-402-011; 125-01-402-012; 125-01-402-013; 125-01-402-014; 125-01-402-015; 125-01-402-016	R-E	R-1
125-01-301-006	R-E	R-1
163-03-201-003; 163-03-201-004; 163-03-201-005	R-E	R-1
125-18-401-001; 125-18-401-002; 125-18-401-009; 125-18-401-010	R-E	R-1
125-12-202-001	U	R-1
125-01-402-001; 125-01-402-002; 125-01-402-003; 125-01-402-004; 125-01-402-021	R-PD4	R-1
125-24-503-020	R-E	R-1
125-19-701-001	U	R-1
125-30-502-009	R-E	R-1
138-24-403-014	R-E	R-1
125-19-101-003	R-E	R-1
125-19-401-005; 125-19-401-006; 125-19-401-009; 125-19-401-010; 125-19-401-011	U	R-1
138-13-801-002	U	R-1
138-03-305-006	U	R-1

Parcel	Current Zoning	New Zoning
162-02-203-007, 162-02-205-001, 162-02-206-002, 162-02-209-002, 162-02-302-001, 162-02-403-001, 162-02-403-002	R-1	C-V
137-01-501-001	U	C-V
137-01-701-005	U	C-V
138-36-101-002, 138-36-110-001	R-1	C-V
138-35-807-001	R-1	C-V
138-26-801-002	R-1	C-V
139-30-801-002	R-E	C-V
139-30-401-002	R-E	C-V
138-24-101-002	R-1	C-V
138-15-310-012	C-1	C-V
139-30-401-003	R-E	C-V
139-21-703-003	R-4	C-V
140-30-296-001; 140-30-296-002; 140-30-296-003	ROW	C-V
126-01-101-016	U	C-V
125-33-101-005	R-E	C-V
138-14-811-101	R-1	C-V
138-23-516-045	R-1	C-V
138-24-413-001	R-1	C-V
140-32-712-009	R-1	C-V
139-36-701-001	C-1	C-V
125-04-301-005	R-E & U	C-V
162-03-604-005	R-1	C-V

Parcel	Current Zoning	New Zoning
125-14-703-002	R-E	R-1
125-18-301-002; 125-18-301-003; 125-18-301-004; 125-18-301-014	R-E	R-1
138-22-102-004 *(May-20-2015)*	N-S	R-2
139-29-705-002	R-1	R-2
139-30-306-003	R-1	R-2
139-27-111-053	C-2	R-3
138-28-401-017, 138-28-401-018	U	R-3
139-21-801-001; 139-21-801-002; 139-21-801-006	R-E, R-4	R-3
140-30-601-006	R-2	R-3
140-32-502-002 *(Feb-18-2015)*	R-MH	R-3
140-31-501-021	C-1	R-3
139-20-310-025	R-E	R-3
139-34-810-110	R-1	R-3
138-22-702-002	U	R-3
140-30-501-002	R-E	R-3
163-04-101-003	R-PD22	R-3
139-34-810-054 *(Nov-2-2016)*	P-O	R-3
126-36-101-006; 126-36-101-007; 126-36-101-027	U & C-V	R-3
140-31-401-038; 140-31-401-039; 140-31-401-040	R-2	R-3
138-28-101-011	C-1	R-3
139-18-410-012	R-PD19	R-3
126-25-401-007; 126-36-101-001	U	R-3

Parcel	Current Zoning	New Zoning
138-25-201-001	R-1	C-V
139-30-401-001	R-E	C-V
138-26-702-001	R-1	C-V
138-34-202-001	R-1	C-V
138-35-111-004; 138-35-215-001	R-E	C-V
139-25-601-002	R-1	C-V
139-36-710-019	M	C-V
138-26-402-001	R-4	C-V
162-08-103-005	P-R	C-V
162-09-103-002	M	C-V
139-34-210-005	C-M	C-V
139-34-410-011	C-M	C-V
139-34-310-001; 139-34-310-002	C-M	C-V
140-31-802-001	R-1	C-V
138-25-105-002	R-E	C-V
139-33-101-001	R-1	C-V
139-34-811-060; 139-35-410-011	R-2	C-V
125-35-802-004	R-E	C-V
139-33-811-007	C-M	C-V
125-25-201-006	U	C-V
138-02-401-001	R-E	C-V
139-34-701-001	C-2	C-V
163-06-101-001	C-1	C-V
138-32-802-001	C-1	C-V
125-09-401-033	R-E	C-V
139-27-211-061	R-3	C-V
138-11-704-009	R-E	C-V

Parcel	Current Zoning	New Zoning
140-32-103-002	R-PD15	R-3
138-03-802-002; 138-03-802-003	R-3	R-4
139-34-810-050	P-R	R-4
139-34-710-017; 139-34-710-018	P-R	R-4
139-34-801-012	R-3	R-4
139-31-111-009	C-1	R-4
125-19-301-004; 125-19-301-005; 125-19-301-013	PD	R-CL
125-19-601-008	U	R-CL
125-19-301-007; 125-19-301-008	U	R-CL
125-19-301-002; 125-19-301-003 *(May-20-2015)*	PD	R-CL
138-23-401-001	U	R-CL
138-28-801-002; 138-28-801-003	U	R-CL
125-35-401-001	C-1	R-CL
138-02-713-007	C-2	R-CL
125-29-808-009	U	R-D
138-06-401-006	R-PD2	R-D
126-25-701-001	R-E	R-D
125-26-203-002; 125-26-203-003; 125-26-203-004;	R-E	R-D
125-22-501-001	U	R-D
125-35-701-001; 125-35-701-002; 125-35-701-003	U	R-D
125-35-701-010	U	R-D
125-18-403-003	R-E	R-D
126-25-301-004; 126-25-301-005	R-E	R-D
125-05-503-001; 125-05-503-002	R-E	R-D
163-03-501-032	R-E	R-D
126-25-401-021	R-E	R-D
125-35-702-003	U	R-D

Parcel	Current Zoning	New Zoning
139-21-610-012; 139-21-610-013; 139-21-610-014; 139-21-510-281; 139-21-510-282	R-2	C-V
125-08-401-004	C-2	C-V
138-13-801-030; 138-13-801-031; 138-13-801-032	R-E	C-V
139-21-612-080; 139-21-612-081; 139-21-612-047; 139-21-612-045; 139-21-612-046; 139-21-612-050; 139-21-601-016; 139-21-601-017; 139-21-612-048; 139-21-612-049; 139-21-612-085; 139-21-612-086; 139-21-612-093	R-2	C-V
162-03-801-003	R-1 & C-1	C-V
139-36-110-031; 139-36-110-032	R-3	C-V
125-18-201-015	U	C-V
139-27-504-001	C-2	C-V
162-02-101-001	R-1	C-V
139-27-504-004; 139-27-504-005	C-2	C-V
125-13-501-011	R-E	C-V
139-27-301-003	C-2	M
139-26-201-004	C-M	M
139-27-601-008	ROW	M
138-22-102-004 *(May-6-2009)*	U	N-S

Parcel	Current Zoning	New Zoning
125-10-404-001; 125-10-404-002	R-E	R-D
125-23-502-008	U	R-E
138-06-301-013	U	R-E
140-32-502-002 *(Feb-16-2013)*	R-5	R-MH
126-24-401-016	U	R-SL
138-01-401-001; 138-01-401-002; 138-01-401-004	U	R-SL
163-03-501-006 *(Feb-17-2016)*	C-1	R-TH
163-03-101-014 *(Feb-17-2016)*	P-R	R-TH
139-20-411-015	C-1, R-2	R-TH
139-35-815-002	R-PD13	R-TH
125-20-803-003	U	TC
125-20-801-005; 125-20-802-003	U	T-C
125-29-502-020; 125-29-502-025	R-E	T-C
125-20-803-009	U	T-C
125-20-301-009	U	T-C
125-19-501-015	U	T-C
125-07-501-006	P-D	T-D

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
67

DEPARTMENT: Human Resources **DISCUSSION**
DIRECTOR: Dan Tarwater

SUBJECT:
Closed Session - A closed meeting is called in accordance with NRS 288.220 to discuss labor issues

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
To discuss labor issues.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
68

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Any items from the 11 A.M. session that the Council, staff and/or the applicant wish to be stricken or held in abeyance to a future meeting may be brought forward and acted upon at this time.

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
69

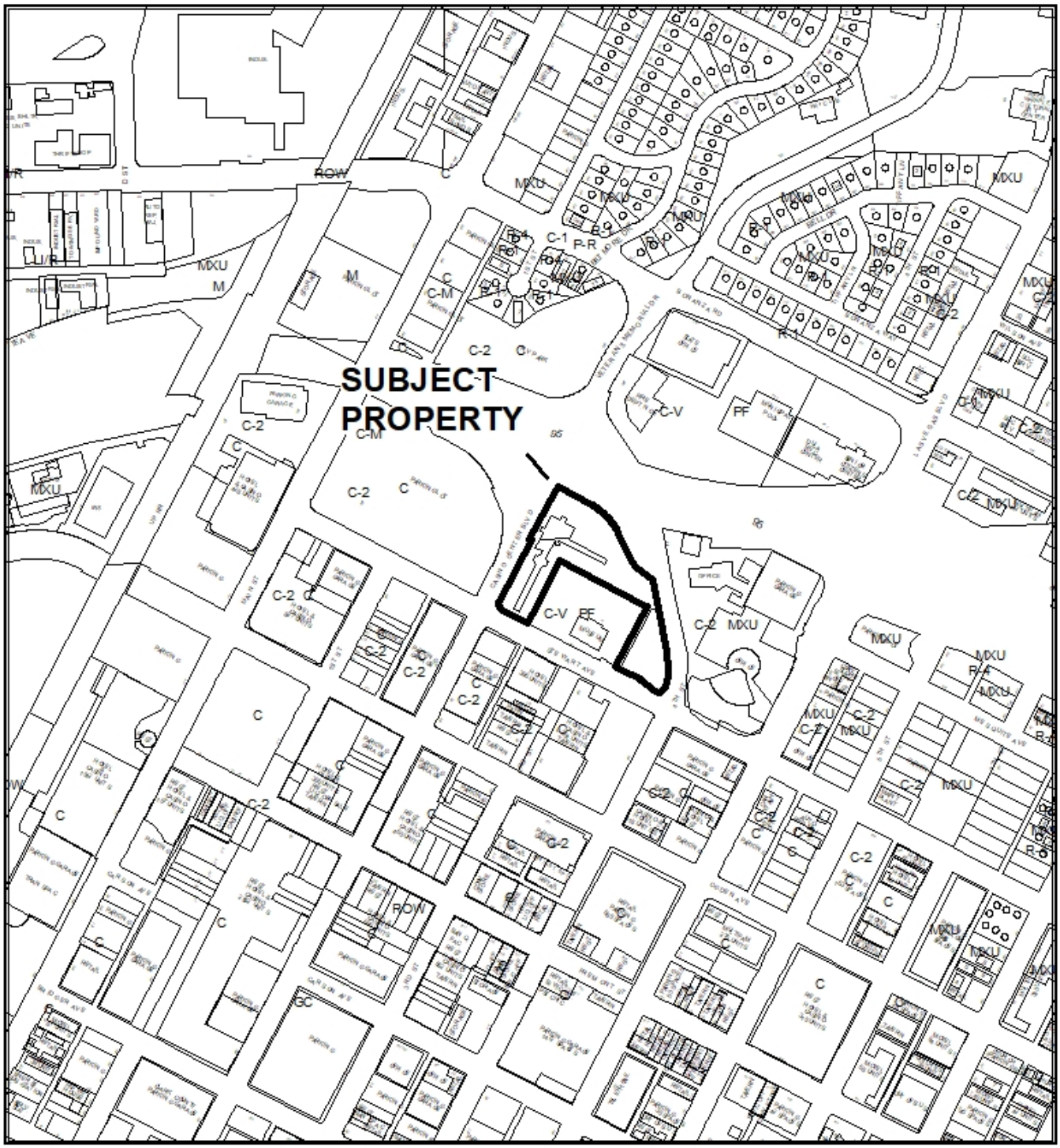
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
EOT-76368 - EXTENSION OF TIME - SITE DEVELOPMENT PLAN REVIEW - APPLICANT - POB LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS - For possible action on a request for a first Extension of Time of an approved Site Development Plan Review (SDR-68470) FOR A PROPOSED SINGLE-STORY, 34,782 SQUARE-FOOT SHOPPING CENTER on 3.48 acres at 300 North Casino Center Boulevard and 350 Stewart Avenue (APNs 139-34-501-004 and 008), C-2 (General Commercial) Zone, Ward 5 (Crear) [PRJ-76348]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter



CASE: **EOT-76368 (PRJ-76348)**



CASE: **EOT-76368 (PRJ-76348)**

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT - POB LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
EOT-76368	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED NA

NOTICES MAILED NA

PROTESTS 0

APPROVALS 0

SS

**** CONDITIONS ****

EOT-76368 CONDITIONS

Planning

1. This approval shall expire December 31, 2019 unless another extension of time is approved by the City Council.

2. Conformance to the approved conditions for Site Development Plan Review (SDR-68470).

3. 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 an Extension of Time of an approved Site Development Plan Review (SDR-68470) for a proposed single-story, 34,782 square-foot shopping center at 300 North Casino Center Boulevard and 350 Stewart Avenue.

ISSUES

- This is the first Extension of Time request for the proposed shopping center development.

ANALYSIS

According to the applicant's justification letter, the applicant needs additional time to locate tenants for the shopping center. There has been some new development activity in the area (expansion of the Downtown Grand Hotel and Casino); however, existing land use and zoning in the area have not changed, and the shopping center as approved remains compatible with adjacent development.

If this request is denied, the Site Development Plan Review will have already expired (as of May 9, 2019). Approval of a new Site Development Plan Review would then be required for development of the site.

FINDINGS (EOT-76368)

Conditions in the area have not changed that would affect the compatibility of the approved shopping center use with the surrounding land uses. Staff therefore recommends approval of the requested Extension of Time.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
09/12/85	The Planning Commission approved a request for a Civic Review (CV-0002-85) for the purpose of establishing a Transit Passenger Facility (Downtown Transportation Center) on property generally located at Mesquite Avenue and Casino Center Boulevard. Staff recommended approval.
09/25/97	Department of Planning staff approved a Minor Site Development Plan Review (SD-0016-97) for a proposed 2,581 square-foot expansion of the existing 9,300 square-foot Downtown Transportation Center at 300 North Casino Center Boulevard.
11/17/10	The City Council approved a General Plan Amendment (GPA-39192) to change the land use designation of the subject site (APNs 139-34-501-004 and 008) from PF (Public Facilities) to MXU (Mixed Use) as part of a larger request on the south side of U.S. 95, east of Casino Center Boulevard. The Planning Commission and staff recommended approval.
	The City Council approved a Rezoning (ZON-39193) from C-V (Civic) to C-2 (General Commercial) on 4.07 acres located south of U.S. 95, east of Casino Center Boulevard. The Planning Commission and staff recommended approval.
01/18/12	The City Council approved a Site Development Plan Review (SDR-42987) for a proposed retail area and plaza on 2.83 acres at 300 North Casino Center Boulevard. The Planning Commission and staff recommended approval.
10/16/13	The City Council approved a Site Development Plan Review (SDR-48856) for a proposed 102,800 square-foot shopping center with a six-level parking garage per the site plan date stamped 09/12/13 on 3.46 acres at 300 North Casino Center Boulevard and 350 Stewart Avenue, thereby expunging the approval for SDR-42987. The Planning Commission and staff recommended approval. The approval expired 06/19/16.
06/19/14	Department of Planning staff approved a Minor Amendment (SDR-54002) of an approved Site Development Plan Review (SDR-48856) for a proposed single-story, 95,000 square-foot Shopping Center with rooftop parking where a two-story, 102,800 square-foot Shopping Center with a six-level parking garage was approved on 3.46 acres at 300 North Casino Center Boulevard and 350 Stewart Avenue. The approval expired 06/19/16.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/19/17	The City Council approved a Second Amended and Restated Disposition and Development Agreement between the City of Las Vegas and POB Las Vegas, LLC to amend terms and conditions for the development of parcels at 4th Street and Stewart Avenue totaling 3.46 acres.
05/09/17	The Planning Commission approved a request for a Site Development Plan Review (SDR-68470) for a proposed single-story, 34,782 square-foot shopping center on 3.48 acres at 300 North Casino Center Boulevard and 350 Stewart Avenue. Staff recommended approval.
06/25/19	The Planning Commission unanimously voted to recommend APPROVAL on a request for the first Extension of Time (EOT-76368) of an approved Site Development Plan Review (SDR-68470) FOR A PROPOSED SINGLE-STORY, 34,782 SQUARE-FOOT SHOPPING CENTER on 3.48 acres at 300 North Casino Center Boulevard and 350 Stewart Avenue (APNs 139-34-501-004 and 008), C-2 (General Commercial) Zone, Ward 5 (Crear) [PRJ-76348].

Most Recent Change of Ownership	
07/01/47	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
05/06/81	A building permit (#0995) was issued for a parking garage at 300 North Casino Center Boulevard. A Certificate of Occupancy was issued 01/20/83.
01/31/86	A building permit (#4280) was issued for the Downtown Transportation Center at 300 North Casino Center Boulevard. A final inspection was approved 12/22/86.
11/12/98	A building permit (#98022323) was issued for a 7,076 square-foot remodel of the Downtown Transportation Center at 300 North Casino Center Boulevard. A final inspection was approved on 09/09/99.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/16/19	The western portion of the site is occupied by a single-story building formerly used as a Transit Passenger Facility and more recently as a farmer's market with accessory parking facilities. The eastern portion of the site is undeveloped; however, it is currently being used for staging for a construction project on another property.

Details of Application Request	
Site Area	
Net Acres	3.48

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Open Air Vending/ Transient Sales Lot	MXU (Mixed Use)	C-2 (General Commercial)
	Undeveloped		
North	Right-of-Way	ROW (Right-of-Way)	ROW (Right-of-Way)
South	Parking Facility	C (Commercial)	C-2 (General Commercial)
	Hotel/Casino		
	Museum	PF (Public Facilities)	C-V (Civic)
East	Office, Other Than Listed	MXU (Mixed Use)	C-2 (General Commercial)
	Museum	PF (Public Facilities)	C-V (Civic)
West	Hotel/Casino	C (Commercial)	C-2 (General Commercial)
	Museum	PF (Public Facilities)	C-V (Civic)

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Las Vegas Master Plan (Cashman District)	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (200 Feet)	Y
DTLV-O (Downtown Centennial Plan Overlay) District (Area 1)	Y
LW-O (Live/Work Overlay) District	Y

Other Plans or Special Requirements	*Compliance*
Trails (Cultural Corridor Trail)	Y
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

Pursuant to the Interim Downtown Las Vegas Development Standards, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	150,718 SF	N/A
Min. Lot Width	100 Feet	320 Feet	Y
Min. Setbacks: • Front	70% of 1st story façade to align along PL, including plazas	60% aligned along Stewart Ave with plaza	Y
• Side	N/A	N/A	Y
• Corner	70% of 1st story façade to align along PL, including plazas	70% aligned along Casino Center Blvd and 4th St with plaza	Y
• Rear	N/A	N/A	Y
Max. Lot Coverage	N/A	23 %	N/A
Max. Building Height	N/A	26 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof	Y
Mech. Equipment	Screened	Screened	Y
Service Areas	Located away from frontages	None shown	By condition
Utilities	Underground	Not provided	By condition

Pursuant to the Interim Downtown Las Vegas Development Standards, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area Trees	N/A	N/A	53 Trees	N/A
Wall Height	30” low wall adjacent to parking areas that directly face street frontages		30-inch low wall adjacent to parking area along Casino Center Blvd.	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Stewart Avenue	Major Collector	Master Plan of Streets and Highways Map	80	Y
Casino Center Boulevard	Major Collector	Master Plan of Streets and Highways Map	80	Y

Pursuant to the Interim Downtown Las Vegas Development Standards, the following standards apply:

Streetscape Standards	*Required*	*Provided*	*Compliance*
Min. sidewalk width	10 feet along Casino Center Blvd.	10 feet	Y
	10 feet along Stewart Ave.	5 feet	N*
	10 feet along 4th St.	8 feet	N*
Min. amenity zone width	5 feet along Casino Center Blvd.	5 feet	Y
	5 feet along Stewart Ave.	5 feet	Y
	5 feet along 4th St.	5 feet	Y
North-south streets (major)	Deglet-Noor date palms (25' BTH) or similar at 30-foot intervals along 4th St. and Casino Center Blvd. (12 trees required along 4th St.) (12 trees required along Casino Center Blvd.)	14 palm trees along 4th St. 14 palm trees along Casino Center Blvd.	Y
East-west streets	36-inch box shade trees at 15-20-foot intervals along Stewart Ave. (11 trees required)	12 Southern Live Oak trees	Y
Right-of-way improvements	Light fixtures, trash receptacles, benches, tree wells	Not indicated	By condition

*Existing streetscape improvements were previously completed by the City of Las Vegas; therefore, no Covenant Running With Land Agreement is necessary for future improvements to meet Downtown Centennial Plan streetscape requirements.

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	34,782 SF GFA	1 space per 250 SF GFA	140				
TOTAL SPACES REQUIRED			140		241		Y
Regular and Handicap Spaces Required			135	5	233	8	Y
Loading Spaces	34,782 SF	3 spaces for 30,000-50,000 SF	3		1		N*

*Projects located within the Downtown Las Vegas Overlay District (Area 1) are not subject to the automatic application of parking requirements, including loading spaces. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

SS

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) Extension of Time for SDR-68470

Project Address (Location) 300 North Casino Center Blvd. & 350 Stewart Ave.

Project Name DT3R **Proposed Use** Shopping Center

Assessor's Parcel #(s) 139-34-501-004 & 139-34-501-008 **Ward #** 5

General Plan: Existing X Proposed _____ **Zoning:** Existing X Proposed _____

Additional Information Extension of Time Request for SDR-68470 approved by the Planning Commission on May 9, 2017.

Property Owner City of Las Vegas Contact Teresa M Boyce
Address 495 South Main Street City Las Vegas State NV Zip 89101
E-mail tboyce@lasvegasnevada.gov Phone 702-229-1022

Applicant Lessee: POB Las Vegas, LLC Contact Bradley Aaronson
Address 4700 Wilshire Blvd. City Los Angeles State CA Zip 90010
E-mail BAaronson@cimgroup.com Phone 323-860-4988

Representative Bradley Aaronson Contact Bradley Aaronson
Address 4700 Wilshire Blvd. City Los Angeles State CA Zip 90010
E-mail BAaronson@cimgroup.com Phone 323-860-4988

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 Teresa M Boyce
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Teresa M Boyce

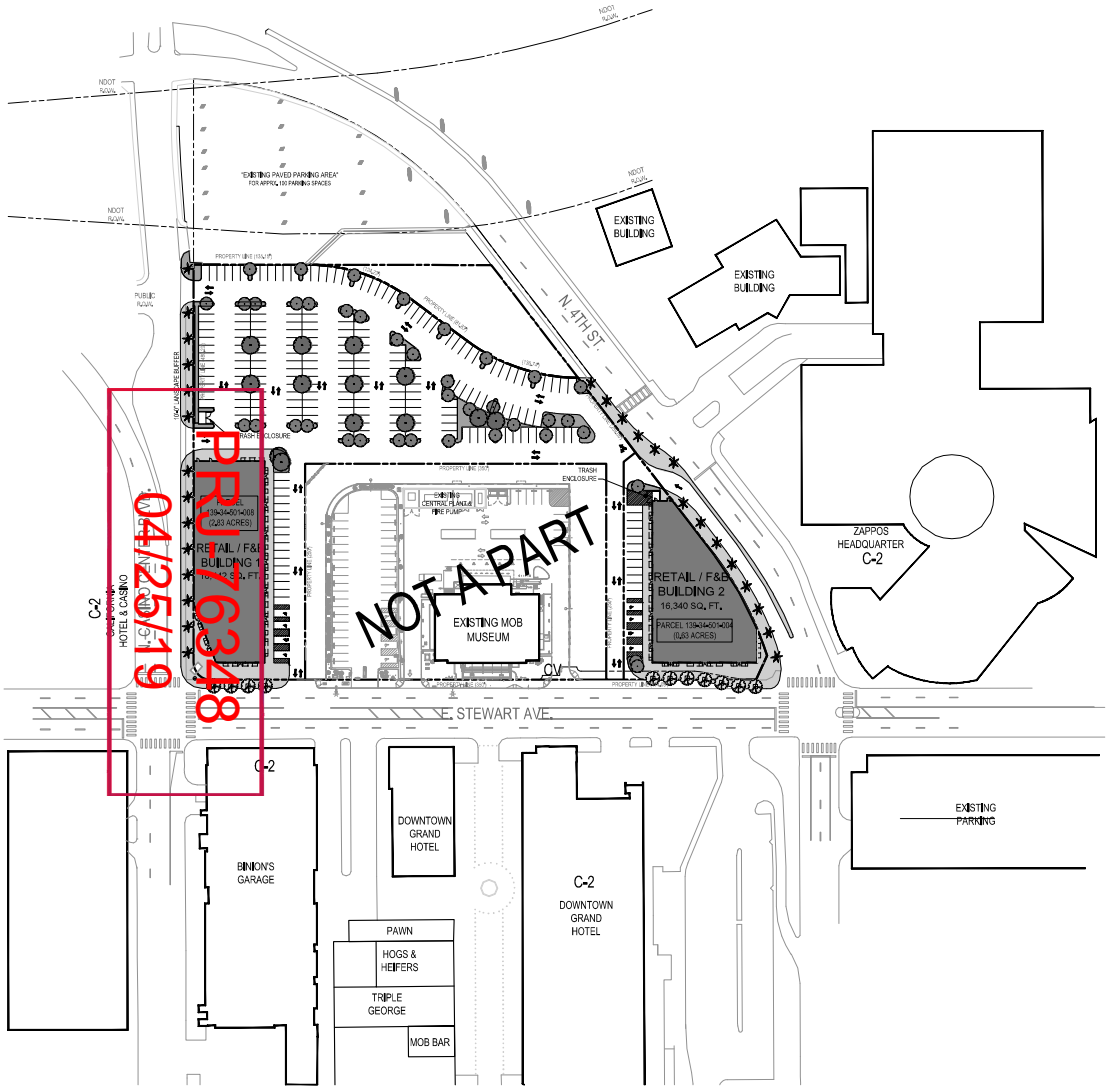
Subscribed and sworn before me — Teresa M. Boyce —

This 23rd day of April, 20 19

Christina Strong
Notary Public in and for said County and State

CHRISTINA STRONG
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 07-1185-1
My Appt. Expires January 4, 2023

PRJ-76348
04/25/19



PROJECT DATA

ASSESSORS PARCEL NUMBER (S):	
DT3R:	139-34-501-004 (0.63 ACRES)
	139-34-501-008 (2.83 ACRES)
ACTION REFERENCE NUMBER (S):	--
GOVERNING JURISDICTION:	CITY OF LAS VEGAS
UNIFIED DEVELOPMENT CODE:	TITLE 19
EXISTING LAND USE ZONE:	GENERAL COMMERCIAL DISTRICT (C2)
ZONING OVERLAY DISTRICT (S)	N/A
LAND USE PLAN:	DOWNTOWN CENTENNIAL GATEWAY DIST
SITE AREA:	
DT3R:	3.46 ACRES (150,718 sq. ft.)
BUILDING AREA:	
DT3R:	34,782 sq. ft.
FLOOR RATIO:	
DT3R:	34,782 sq. ft. / 150,718 sq. ft. = 0.23
TOTAL LOT COVERAGE	
DT3R:	23%

BUILDING AREA & OCCUPANT LOAD

ASSUMED BUILDING USE - ⅔ SALES AREA, ⅓ STORAGE/STOCKROOM/SHIPPING

BUILDING 1 TOTAL AREA **18,442 S.F.**

SALES: 12,172SF / 30 OLF = 405.70 OCCS
STORAGE: 6,270SF / 300 OLF = 20.9 OCCS
TOTAL OCCUPANCY 426.60 >> 427 OCCUPANTS

BUILDING 2 TOTAL AREA **16,340 S.F.**

SALES: 10,784SF / 30 OLF = 359.46 OCCS
STORAGE: 5,556SF / 300 OLF = 18.52 OCCS
TOTAL OCCUPANCY 377.98 >> 378 OCCUPANTS

TOTAL DEVELOPMENT **34,782 S.F.**

PARKING ANALYSIS

PARKING REQUIRED

RETAIL	=	34,782 S.F.
34,782 S.F. RETAIL @ (4 SPACES FOR EVERY 1000 S.F.)	=	140 SPACES

PARKING PROVIDED ON SITE

STANDARD STALLS	=	230 SPACES
ACCESSIBLE STALLS	=	8 SPACES
PARKING PROVIDED ON-SITE	=	238 SPACES

LANDSCAPE REQUIREMENT

STREET MATERIALS

SOUTHERN LIVE OAK, 36" BOX AT 20 FT. O.C.

DEGLET-NOOR PALMS OR EQUAL, 25 FT. HEIGHT AT 30 FT. O.C.

** PROVIDE (4) 5 GAL. DWARF BOTTLEBRUSH AT EACH STREETSCAPE TREE

SITE MATERIALS

FRAXINUS ANGUSTIFOLA " RAYWOOD" RAYWOOD ASH

FRAXINUS VELUTINA "RIO GRANDE" FAN-TEX ASH

VICINITY MAP (N.T.S.)



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DRAWING HISTORY

NO.	DESCRIPTION	DATE

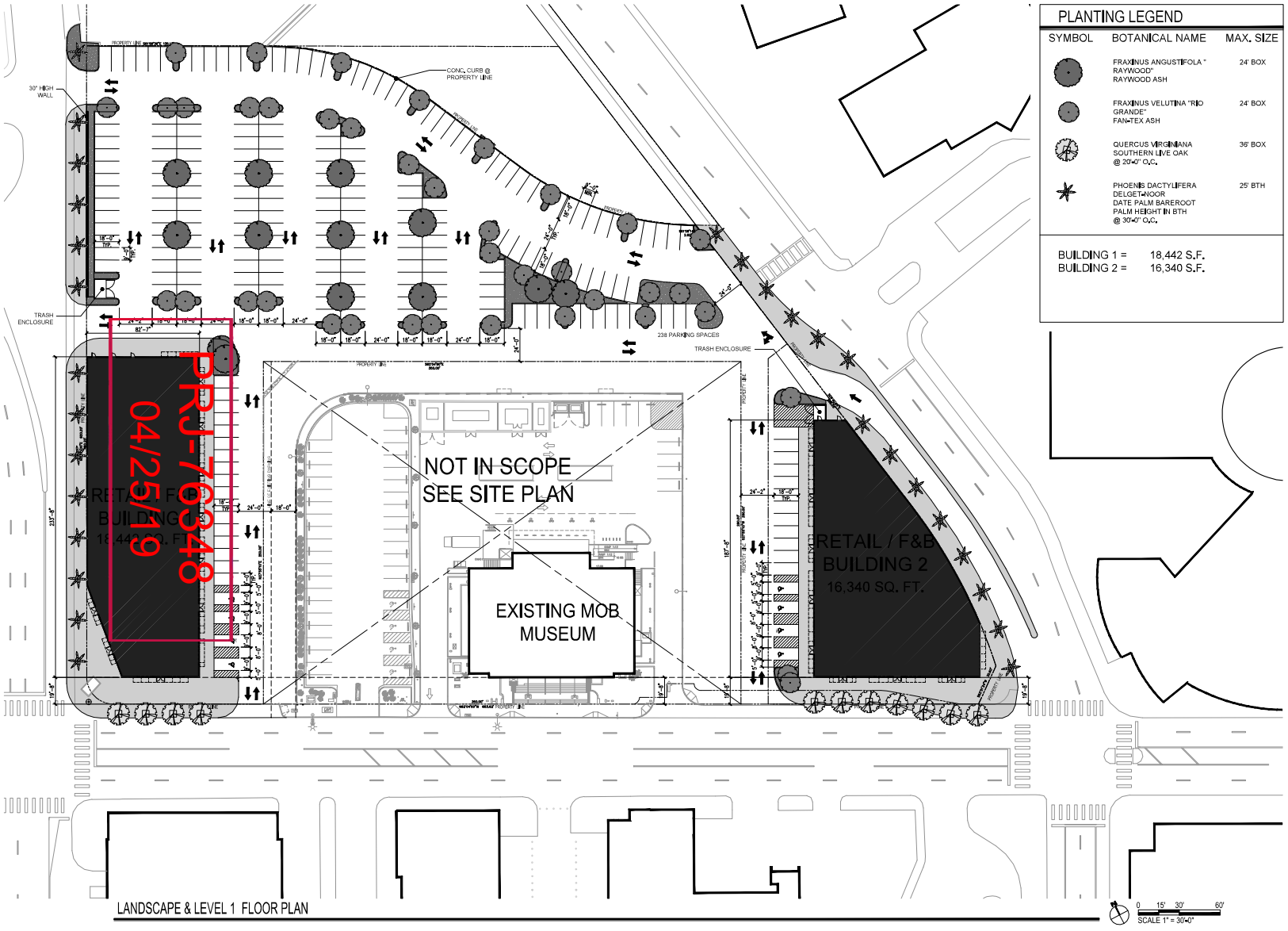
PROJECT NAME
SDR DOWNTOWN TRANSIT CENTER REUSE

PROJECT LOCATION
SDR DOWNTOWN TRANSIT CENTER
300 N. CASINO CENTER
LAS VEGAS, NV 89101

PROJECT NUMBER
NUMBER

SHEET TITLE
GENERAL INFORMATION
CODE ANALYSIS

SHEET NUMBER
A0.01


PLANTING LEGEND
SYMBOL
BOTANICAL NAME
MAX. SIZE
FRAXINUS ANGUSTIFOLA " RAYWOOD" RAYWOOD ASH
24' BOX
FRAXINUS VELUTINA "RIO GRANDE" FAN-TEX ASH
24' BOX
QUERCUS VIRGINIANA SOUTHERN LIVE OAK @ 20'-0" O.C.
36' BOX
PHOENIS DACTYLIFERA DELGET-NOOR DATE PALM BARE ROOT PALM HEIGHT IN BTH @ 30'-0" O.C.
25' BTH
BUILDING 1 = 18,442 S.F.
BUILDING 2 = 16,340 S.F.
PRJ-76348
04/25/19
NOT IN SCOPE
SEE SITE PLAN
EXISTING MOB MUSEUM
RETAIL / F&B BUILDING 2
16,340 SQ. FT.
238 PARKING SPACES
TRASH ENCLOSURE
CONC. CURB @ PROPERTY LINE
30" HIGH WALL
LANDSCAPE & LEVEL 1 FLOOR PLAN
SCALE 1" = 30'-0"
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PROJECT LOCATION
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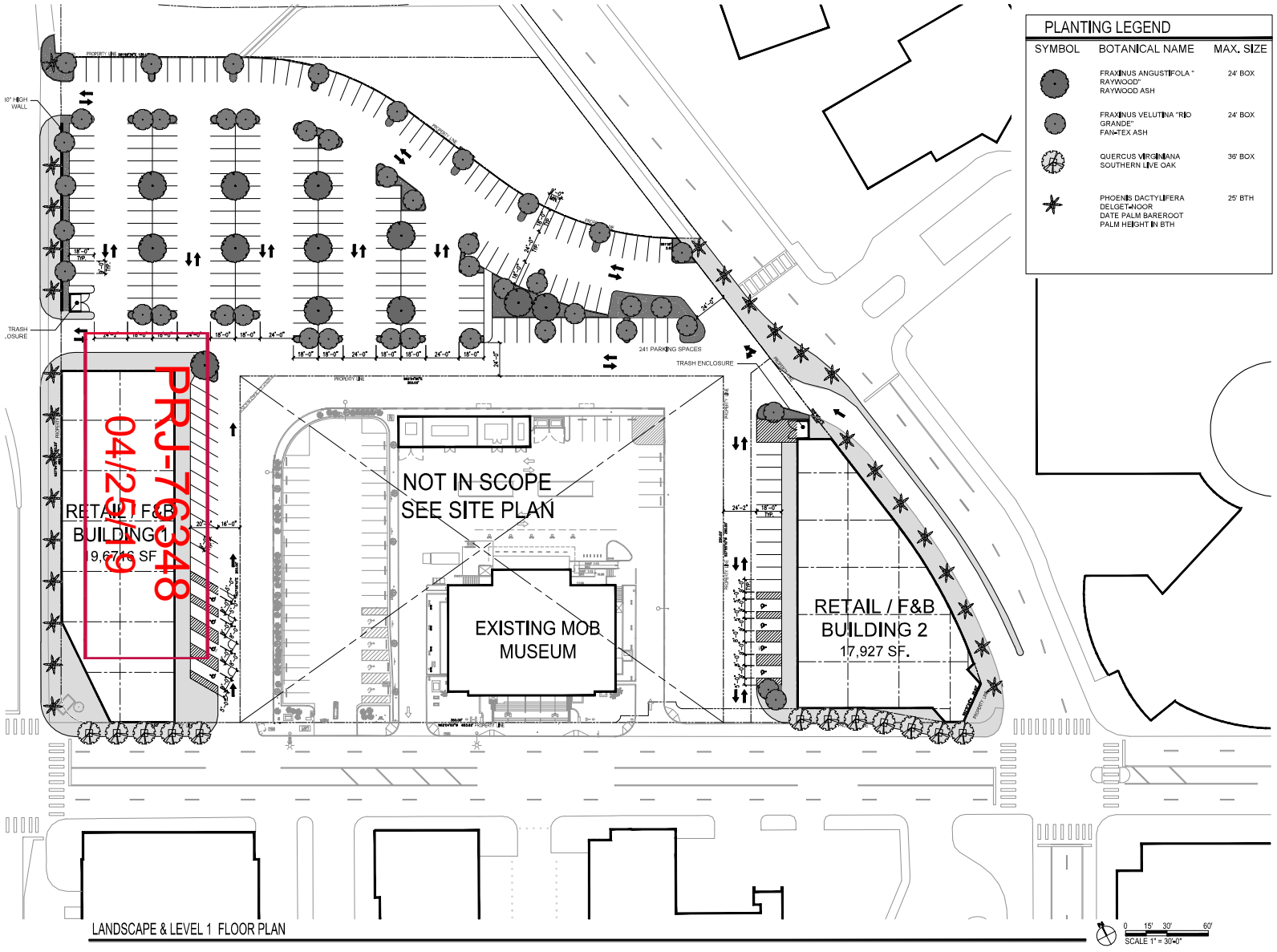
300 N. CASINO CENTER
LAS VEGAS, NV 89101
PROJECT NUMBER
NUMBER
SHEET TITLE
LANDSCAPE & LEVEL 1 FLOOR PLAN
SHEET NUMBER
A1.00


PLANTING LEGEND
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BOTANICAL NAME
MAX. SIZE
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24' BOX
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24' BOX
QUERCUS VIRGINIANA SOUTHERN LIVE OAK
36' BOX
PHOENIS DACTYLIFERA DELGET-NOOR DATE PALM BAREROOT PALM HEIGHT IN BTH
25' BTH
10' HIGH WALL
TRASH ENCLOSURE
241 PARKING SPACES
TRASH ENCLOSURE
PRJ-76348
04/25/16
RETAIL / F&B BUILDING 1
19,6776 SF
NOT IN SCOPE
SEE SITE PLAN
EXISTING MOB MUSEUM
RETAIL / F&B BUILDING 2
17,927 SF.
LANDSCAPE & LEVEL 1 FLOOR PLAN
0 15' 30' 60'
SCALE 1" = 30'-0"
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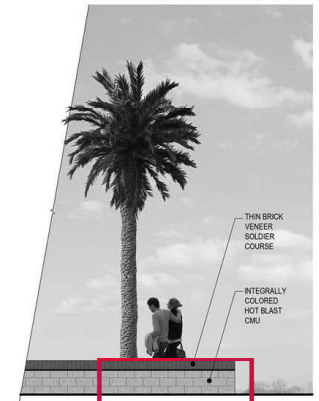
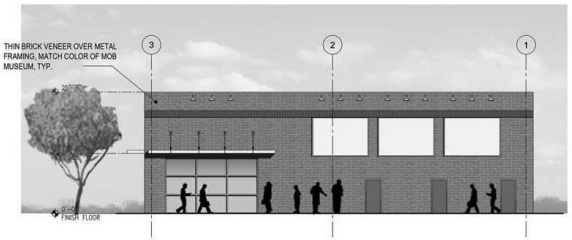
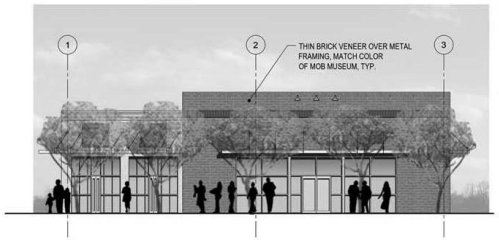
DRAWING HISTORY
PROJECT NAME
SDR DOWNTOWN TRANSIT CENTER REUSE
PROJECT LOCATION
SDR DOWNTOWN TRANSIT CENTER
300 N. CASINO CENTER
LAS VEGAS, NV 89101
PROJECT NUMBER
NUMBER
SHEET TITLE
LANDSCAPE & LEVEL 1 FLOOR PLAN
SHEET NUMBER
A1.00



30" SITE WALL ELEVATION



EXTERIOR NORTH ELEVATION

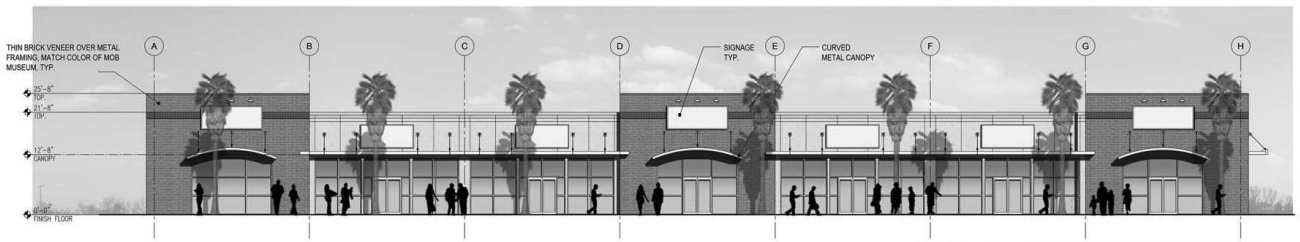


EXTERIOR SOUTH ELEVATION

PRJ-76348
04/25/19



EXTERIOR WEST ELEVATION



EXTERIOR EAST ELEVATION

FILE NAME:
DATE STAMP:

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DRAWING HISTORY

No.	DESCRIPTION	DATE

PROJECT NAME

3DR DOWNTOWN
TRANSIT CENTER
REUSE

PROJECT LOCATION

SDR DOWNTOWN
TRANSIT CENTER
300 N. CASINO CENTER
LAS VEGAS, NV 89101

PROJECT NUMBER

NUMBER

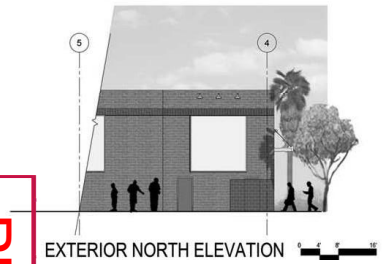
SHEET TITLE

EXTERIOR ELEVATIONS
BUILDING 1

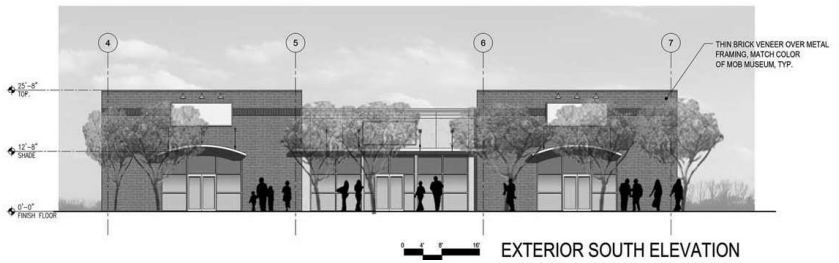
SHEET NUMBER

A6.00

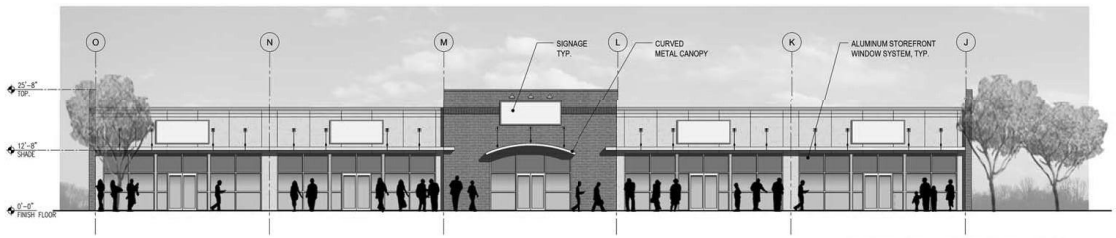
PRJ-76348
04/25/19



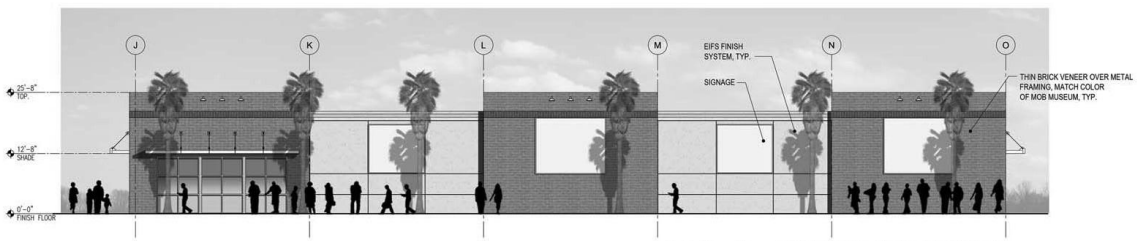
EXTERIOR NORTH ELEVATION



EXTERIOR SOUTH ELEVATION



EXTERIOR WEST ELEVATION



EXTERIOR EAST ELEVATION

FILE NAME:
DATE STAMP:

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PROJECT NAME

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TRANSIT CENTER
REUSE

PROJECT LOCATION

SDR DOWNTOWN
TRANSIT CENTER
300 N. CASINO CENTER
LAS VEGAS, NV 89101

PROJECT NUMBER

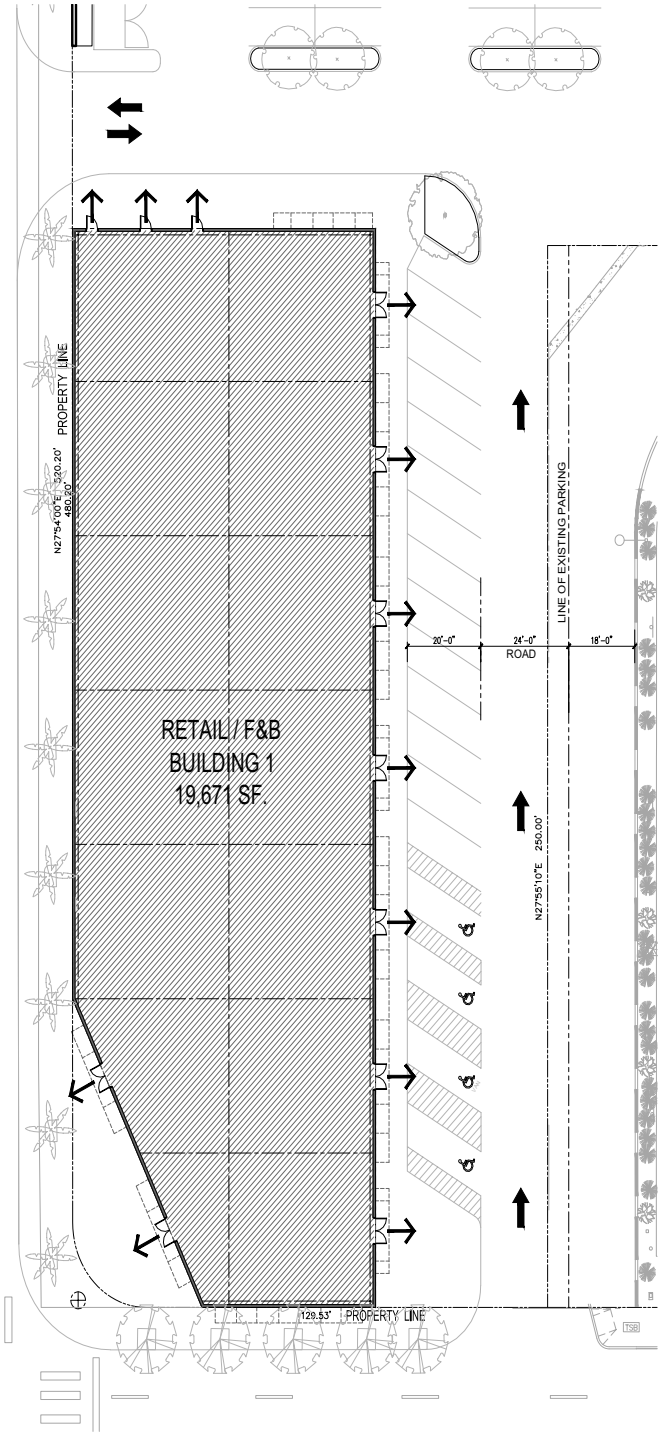
NUMBER

SHEET TITLE

EXTERIOR ELEVATIONS
BUILDING 2

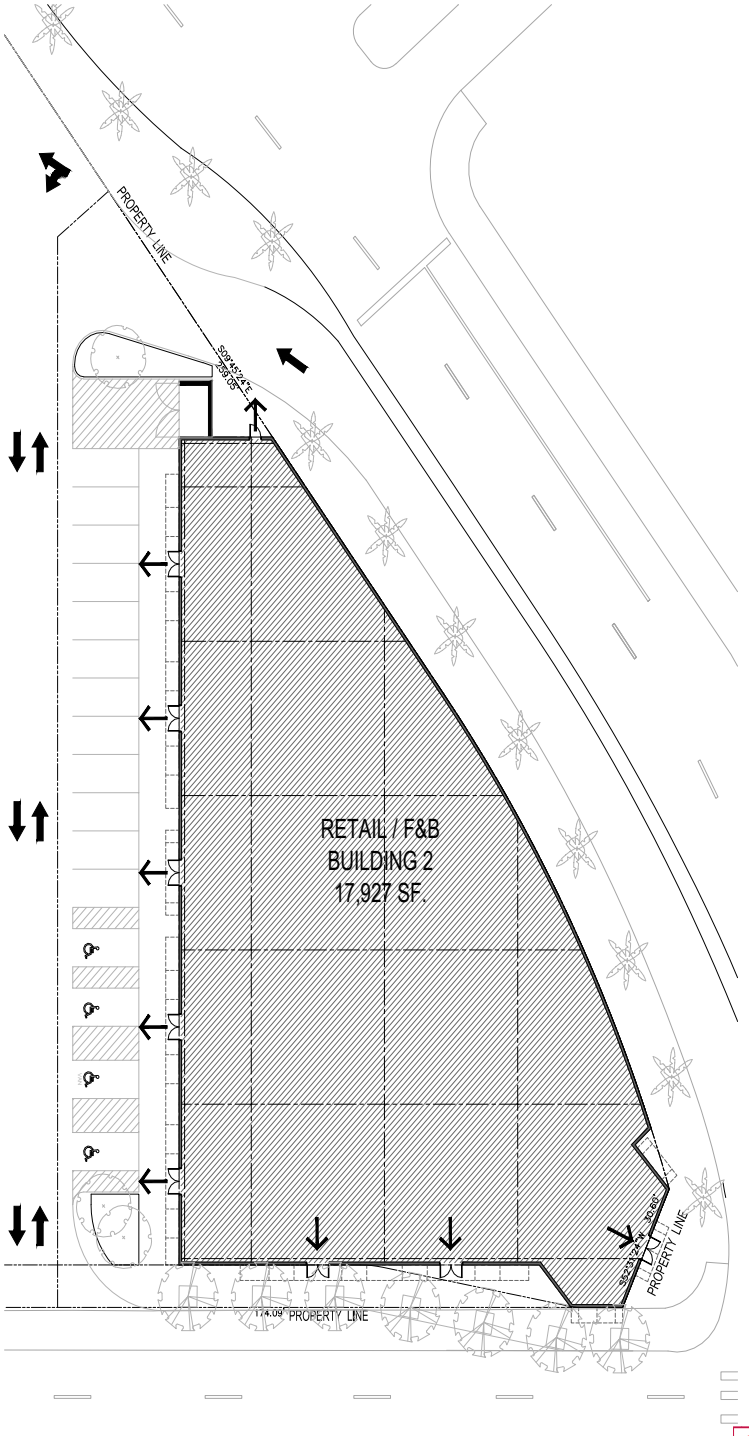
SHEET NUMBER

A6.01



FLOOR PLAN BUILDING 1

0 8' 16' 32'
SCALE: 1/16" = 1'-0"



FLOOR PLAN BUILDING 2

0 8' 16' 32'
SCALE: 1/16" = 1'-0"

City Council - Page 957

PRJ-76348
04/25/19

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DRAWING HISTORY

No.	DESCRIPTION	DATE

PROJECT NAME

SDR DOWNTOWN
TRANSIT CENTER
REUSE

PROJECT LOCATION

SDR DOWNTOWN
TRANSIT CENTER
300 N. CASINO CENTER
LAS VEGAS, NV 89101

PROJECT NUMBER

NUMBER

SHEET TITLE

FLOOR PLANS
BUILDINGS 1&2

SHEET NUMBER

A2.00

FILE NAME: AL.00 FLOOR PLAN BUILDING
DATE STAMP: 12/29/2016 3:33:09 PM



EOT-76368 [PRJ-76348] - EXTENSION OF TIME - APPLICANT - POB LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS
300 NORTH CASINO CENTER BOULEVARD AND 350 STEWART AVENUE

05/16/2019



EOT-76368 [PRJ-76348] - EXTENSION OF TIME - APPLICANT - POB LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS
300 NORTH CASINO CENTER BOULEVARD AND 350 STEWART AVENUE

05/16/2019



EOT-76368 [PRJ-76348] - EXTENSION OF TIME - APPLICANT - POB LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS
300 NORTH CASINO CENTER BOULEVARD AND 350 STEWART AVENUE

05/16/2019



EOT-76368 [PRJ-76348] - EXTENSION OF TIME - APPLICANT - POB LAS VEGAS, LLC - OWNER: CITY OF LAS VEGAS
300 NORTH CASINO CENTER BOULEVARD AND 350 STEWART AVENUE

05/16/2019

CIM

April 22, 2019

Department of Planning
Development Services Center,
City of Las Vegas
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106

Subject: RE: Extension of Time Request
Justification Letter

Project: **DT3R - Shopping Center Development**
SDR-68470 [PRJ-76348]
300 North Casino Center Blvd & 350 Stewart Ave
Parcels 139-34-501-004 & 139-34-501-008

To Whom It May Concern,

Please accept this Justification Letter as the formal request for an Extension of Time for the Site Development Plan Review (SDR-68470) approved by the Planning Commission on May 9, 2017. Applicant has been working diligently to find interested retailers and requires an extension of two years of additional time to continue its efforts to attract quality tenants to the Project.

The approved development located on the site of the Old Downtown Transportation Center shall include 34,782 square feet of retail and food & beverage establishments in two (2) separate buildings with ample parking per City Parking requirements. The project continues to conform to the required standards of the various master plans, overlay districts and special areas, including the Downtown Master Plan and the Downtown Centennial Plan.

The approved development will further revitalize Downtown Las Vegas and invigorate this area around the Mob Museum as a vibrant destination for tourists and locals. The project will enhance and broaden the downtown pedestrian experience from the Fremont Street and Third Street hotels and nearby retail venues.

Should you have any questions, please do not hesitate to contact me (323.860.4988, baaronson@cimgroup.com).

Thank you for your and the Planning Commission's consideration of this request.

Sincerely,

Bradley Aaronson
Managing Director, Development, CIM Group
on behalf of POB Las Vegas, LLC ("Applicant")

PRJ-76348
04/25/19

CIM GROUP 4700 WILSHIRE BOULEVARD, LOS ANGELES 90010, PH 323.860.4900 FX 323.860.4901

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
70

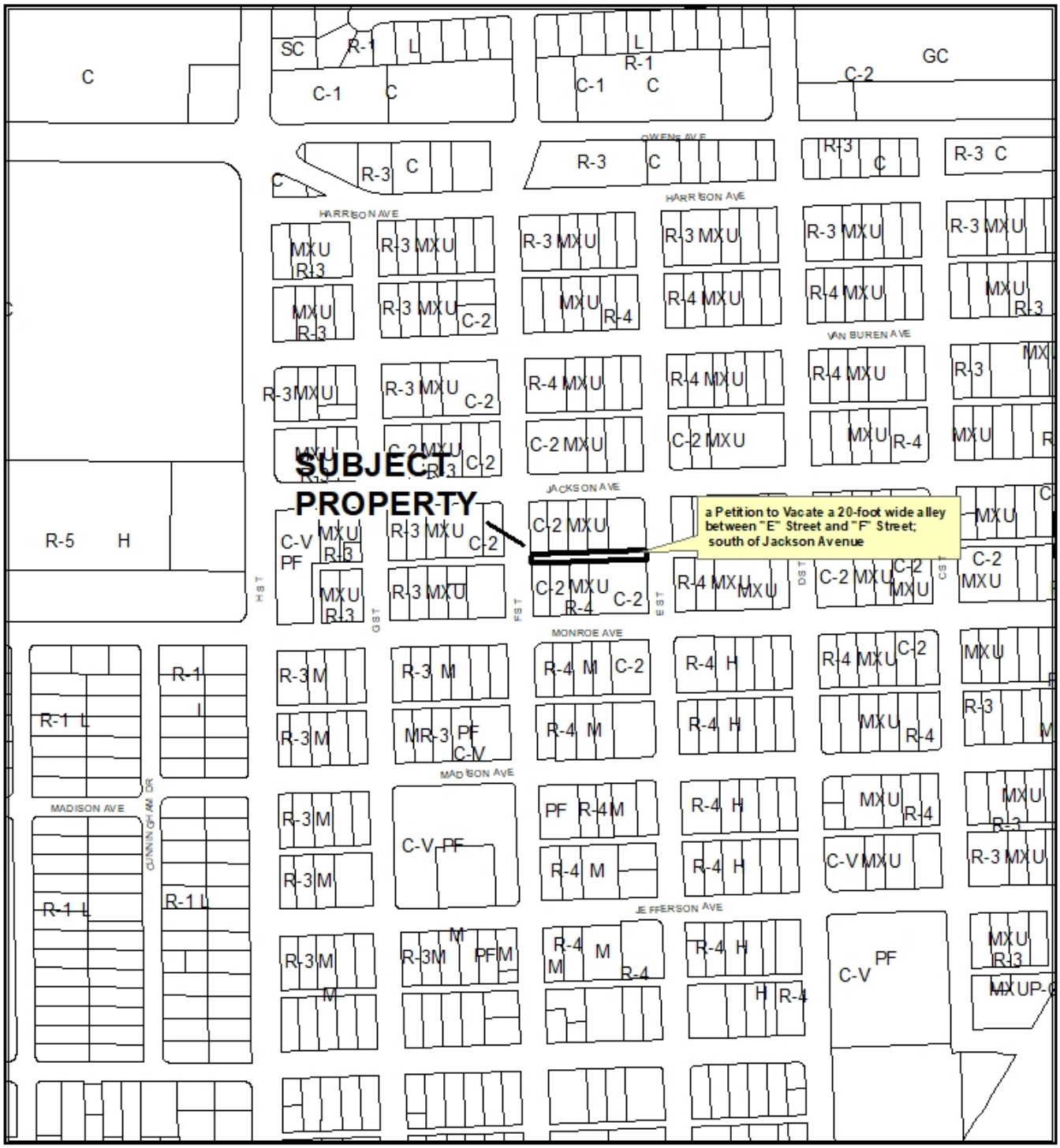
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
VAC-76391 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: VICTORY MISSIONARY BAPTIST CHURCH - For possible action on a request for a Petition to Vacate a 20-foot wide alley between "E" Street and "F" Street; south of Jackson Avenue, Ward 5 (Crear) [PRJ-76390]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter



CASE: **VAC-76391 (PRJ-76390)**



CASE: **VAC-76391 (PRJ-76390)**

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: VICTORY MISSIONARY BAPTIST CHURCH

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-76391	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 9 (By City Clerk)

PROTESTS 0

APPROVALS 0

NE

**** CONDITIONS ****

VAC-76391 CONDITIONS

1. The limits of this Petition of vacation shall be the entire alley between “E” Street and “F” Street and between Jackson Avenue and Monroe Avenue.

2. This Petition of Vacation shall be amended to reserve a 20-foot Public Sewer Easement.

3. A Public Drainage Easement to be privately maintained, acceptable to the Flood Control Section of the Department of Public Works, shall be reserved through the Order of Vacation. Alternatively, provide a technical drainage study to justify that a reservation for a drainage easement is not warranted.

4. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation. Existing NV Energy pal lights shall be removed from the City’s streetlight service and billing. Additionally, City of Las Vegas access to the existing streetlight service in the alley must be maintained through the reservation of a streetlight easement.

5. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right of way requirements are still complied with and the intent of the vacation application is not changed. If applicable, an easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

6. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

7. All development shall be in conformance with code requirements and design standards of all City Departments.

8. If the Order of Vacation *(or Order of Relinquishment of Interest if a Patent Reservation)* is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a petition to vacate a 20-foot wide public alley located between “E” Street and “F” Street, south of Jackson Avenue and north of Monroe Avenue. The alley will be incorporated into an existing Church/House of Worship site that spans the entire block.

ANALYSIS

On March 15, 2017, the City Council approved a request to vacate the subject alleyway for the applicant. Due to unforeseen events, the applicant lost track of the previously approved Petition to Vacate (VAC-68554) and it has since expired. The applicant is now requesting the same alleyway to be vacated once again.

The Department of Public Works has presented the following information concerning this request to vacate certain public street right-of-way:

A. Does this vacation request result in uniform or non-uniform right-of-way widths?

This is not applicable as the Petition of Vacation will completely eliminate the rights-of-way for the alley between “E” Street and “F” Street and between Jackson Avenue and Monroe Avenue.

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability?

No.

C. Does it appear that the vacation request involves only excess right-of-way?

No, it is to eliminate an alley which is currently surrounded by property owned by the same church.

D. Does this vacation request coincide with development plans of the adjacent parcels?

This is unknown at this time. The surrounding property is all owned by the same church and they may incorporate it into their church campus.

E. Does this vacation request eliminate public street access to any abutting parcel?

No, all Parcels have the same access to existing public streets.

F. Does this vacation request result in a conflict with any existing City requirements?

No.

G. Does the Department of Public Works have an objection to this vacation request?

No.

FINDINGS (VAC-76391)

As no existing parcel would be landlocked and the alley segment will not be needed for proposed development, staff recommends approval of the proposed vacation. If denied, the alley would remain in its current configuration.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
03/15/17	The City Council approved a request for a Petition to Vacate (VAC-68554) a 20-foot wide alley between “E” Street and “F” Street, south of Jackson Avenue. The Planning Commission and staff recommended approval.
06/25/19	The Planning Commission unanimously voted to recommend APPROVAL on a request for a Vacation (VAC-76391) to a 20-foot wide alley between "E" Street and "F" Street, south of Jackson Avenue, Ward 5 (Crear) [PRJ-76390].

Pre-Application Meeting	
04/29/19	Staff conducted a pre-application meeting via the telephone and created a project number for the applicant to upload their application to.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Alleyway	Right-of-Way	Right-of-Way
North	Parking Facility	MXU (Mixed Use)	C-2 (General Commercial)
	Church/House of Worship		
South	Parking Facility	MXU (Mixed Use)	R-4 (High Density Residential)
	Church/House of Worship		C-2 (General Commercial)
East	"E" Street	Right-of-Way	Right-of-Way
West	"F" Street	Right-of-Way	Right-of-Way

Master Plan Areas	***Compliance***
West Las Vegas Plan	Y
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 175 Airport	Y
Other Plans or Special Requirements	***Compliance***
West Las Vegas Walkable Community Plan	Y
Trails – Pedestrian Path	Y
Las Vegas Redevelopment Plan Area – Downtown Redevelopment Area	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
"E" Street	Local	Title 13	50	Y
"F" Street	Local	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) _____

Project Address (Location) 500 West Monroe Ave.

Project Name Vacate Alley - Church **Proposed Use** _____

Assessor's Parcel #(s) 139-27-110-118 **Ward #** 5

General Plan: Existing X Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner Victory Missionary Baptist Church **Contact** Dr. Robert E. Fowler Sr.

Address 500 West Monroe Ave. City Las Vegas State NV Zip 89106

E-mail rfowler@victorymbc.org Phone 702-648-2630

Applicant same as property owner **Contact** _____

Address _____ City _____ State _____ Zip _____

E-mail _____ Phone _____

Representative Dr. Robert E. Fowler Sr. **Contact** Same

Address 500 West Monroe Ave. City Las Vegas State NV Zip 89106

E-mail rfowler@victorymbc.org Phone 702-648-2630

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 Dr Robert E Fowler Sr

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Dr. Robert E. Fowler Sr.

Subscribed and sworn before me

This 29th day of April, 2019

Rosalyn Collins

Notary Public in and for said County and State

Rosalyn Collins
Notary Public
Clark County
My Commission
Expires 11-13-2019
No: 00-61631-1

PRJ-76390
04/29/19

EXHIBIT



PRJ-68175

PRJ-76390
04/29/19

Inst #: 201305080003390
Fees: $20.00 N/C Fee: $0.00
RPTT: $0.00 Ex: #003
05/08/2013 10:47:56 AM
Receipt #: 1606627
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: DHG Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P. N.: 139-27-110-091 thru -095, 139-27-110-114 thru -119, 139-27-110-122 thru -124, 139-27-111-082
R.P.T.T.: $0.00

Escrow #13-03-1261-SD

Mail tax bill to and when recorded mail to:
Victory Missionary Baptist Church Incorporated, a Nevada Non-Profit Corporation
500 W Monroe Ave.
Las Vegas, NV 89106-3133

Assessor's Copy

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That **Victory Missionary Baptist Church, Incorporated, a Nevada Non-Profit Corporation who erroneously acquired title as** Victory Missionary Baptist Church, Inc; Victory Missionary Baptist Church, Incorporated, a non-profit corporation; Victory Missionary Baptist Church and Victory Missionary Babtist Church, a Nevada non profit corporation all as their interest may appear, for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **Victory Missionary Baptist Church, Incorporated, a Nevada Non-Profit Corporation**, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

COMMONLY KNOWN ADDRESS:
500 West Monroe Avenue, Las Vegas, NV

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

PRJ-76390
04/29/19

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

ASSESSOR'S COPY

PRJ-76390
04/29/19

IN WITNESS WHEREOF, this instrument has been executed this 10th day of May, 20.

Victory Missionary Baptist Church, Inc; Victory Missionary Baptist Church, Incorporated, a non-profit corporation; Victory Missionary Baptist Church and Victory Missionary Babtist Church, a Nevada non profit corporation all as their interest may appear

Edd May, President

State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me on May 6, 2015

by Edd May, President

SHERRY E. ARCHER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 9-1-2013
Certificate No: 01-71052-1

Sherry E. Archer
NOTARY PUBLIC
My Commission Expires: 9/1/2015

Sherry E. Archer
9-1-13
01-71052-1

ASSESSOR'S COPY

PRJ-76390
04/29/19

EXHIBIT "A"

PARCEL I:

LOTS ONE (1) THROUGH TWELVE (12), INCLUSIVE IN BLOCK TWELVE (12) OF H.F.M & M ADDITION TO CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 47, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL II:

LOTS EIGHT (8), NINE (9) AND TEN (10) IN BLOCK FOUR (4) OF H.F.M & M ADDITION TO CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 47, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL III:

LOT SEVEN (7) IN BLOCK FOUR (4) OF VALLEY VIEW ADDITION TO CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 50, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL IV:

LOT ONE (1) IN BLOCK FIVE (5) OF H.F.M & M ADDITION TO CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 47, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

PARCEL V:

LOTS FIVE (5) AND SIX (6) IN BLOCK TWENTY-ONE (21) OF H.F.M & M ADDITION TO CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 47, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ASSESSOR'S COPY

PRJ-76390
04/29/19

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 139-27-110-091 thru -095, 139-27-110-114 thru -119, 139-27-110-122 thru -124, 139-27-111-082
   b)
   c)
   d)

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page _____
Date of Recording: _____
Notes:

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg. f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   x Other Church

3 a. Total Value/Sales Price of Property $0.00

   b. Deed in Lieu of Foreclosure Only (value of property)

   c. Transfer Tax Value: $0.00

   d. Real Property Transfer Tax Due $0.00

4. **If Exemption Claimed:**

   a. Transfer Tax Exemption, per NRS 375.090, Section: Exempt 3

   b. Explain Reason for Exemption: To show same vesting on all properties – Victory Missionary Baptist Church Incorporated, a Nevada Non-Profit Corporation, no consideration

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Victory Missionary Baptist Church, Inc; Victory Missionary Baptist Church, Incorporated, a non-profit corporation; Victory Missionary Baptist Church and Victory Missionary Babtist Church, a Nevada non profit corporation all as their interest may appear	Print Name:	Victory Missionary Baptist Church Incorporated, a Nevada Non-Profit Corporation
Address:	Same as Grantee	Address:	500 W Monroe Ave
City:		City:	Las Vegas
State:	Zip:	State:	NV Zip: 89106-3133

Assessor's Copy

PRJ-76390
04/29/19

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name:	Nevada Title Company	Esc. #:	13-03-1261-SD
Address:	2500 N. Buffalo Drive, Suite 150		
City:	Las Vegas	State: NV	Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ASSESSOR'S COPY

PRJ-76390
04/29/19

Inst #: 201305080003390
Fees: $20.00 N/C Fee: $0.00
RPTT: $0.00 Ex: #003
05/08/2013 10:47:56 AM
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Requestor:
NEVADA TITLE LAS VEGAS
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PRJ-76390
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Edd May, President

State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me on May 6, 2015

by Edd May, President

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NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 9-1-2013
Certificate No: 01-71052-1

Sherry E. Archer
NOTARY PUBLIC
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Sherry E. Archer
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PRJ-76390
04/29/19

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   a. Transfer Tax Exemption, per NRS 375.090, Section: Exempt 3

   b. Explain Reason for Exemption: To show same vesting on all properties – Victory Missionary Baptist Church Incorporated, a Nevada Non-Profit Corporation, no consideration

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Victory Missionary Baptist Church, Inc; Victory Missionary Baptist Church, Incorporated, a non-profit corporation; Victory Missionary Baptist Church and Victory Missionary Babtist Church, a Nevada non profit corporation all as their interest may appear	Print Name:	Victory Missionary Baptist Church Incorporated, a Nevada Non-Profit Corporation
Address:	Same as Grantee	Address:	500 W Monroe Ave
City:		City:	Las Vegas
State:	Zip:	State:	NV Zip: 89106-3133

PRJ-76390
04/29/19

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Print Name:	Nevada Title Company	Esc. #:	13-03-1261-SD
Address:	2500 N. Buffalo Drive, Suite 150		
City:	Las Vegas	State: NV	Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

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PRJ-76390
04/29/19

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Las Vegas, NV 89106-3133

Assessor's Copy

GRANT, BARGAIN, SALE DEED

THIS INDENTURE WITNESSETH, That **Victory Missionary Baptist Church, Incorporated, a Nevada Non-Profit Corporation who erroneously acquired title as** Victory Missionary Baptist Church, Inc; Victory Missionary Baptist Church, Incorporated, a non-profit corporation; Victory Missionary Baptist Church and Victory Missionary Babtist Church, a Nevada non profit corporation all as their interest may appear, for a valuable consideration, the receipt of which is hereby acknowledged, do(es) hereby Grant, Bargain, Sell and Convey to **Victory Missionary Baptist Church, Incorporated, a Nevada Non-Profit Corporation**, all that real property situated in the County of Clark, State of Nevada, bounded and described as follows:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

COMMONLY KNOWN ADDRESS:
500 West Monroe Avenue, Las Vegas, NV

SUBJECT TO:

1. Taxes for the current fiscal year, not delinquent, including personal property taxes of any former owner, if any:
2. Restrictions, conditions, reservations, rights, rights of way and easements now of record, if any, or any that actually exist on the property.

PRJ-76390
04/29/19

TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

ASSESSOR'S COPY

PRJ-76390
04/29/19

IN WITNESS WHEREOF, this instrument has been executed this 10th day of May, 20.

Victory Missionary Baptist Church, Inc; Victory Missionary Baptist Church, Incorporated, a non-profit corporation; Victory Missionary Baptist Church and Victory Missionary Babtist Church, a Nevada non profit corporation all as their interest may appear

Edd May, President

State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me on May 6, 2015

by Edd May, President

SHERRY E. ARCHER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 9-1-2013
Certificate No: 01-71052-1

Sherry E. Archer
NOTARY PUBLIC
My Commission Expires: 9/1/2015

Sherry E. Archer
9-1-13
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EXHIBIT "A"

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PARCEL V:

LOTS FIVE (5) AND SIX (6) IN BLOCK TWENTY-ONE (21) OF H.F.M & M ADDITION TO CITY OF LAS VEGAS, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 1 OF PLATS, PAGE 47, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.

ASSESSOR'S COPY

PRJ-76390
04/29/19

State of Nevada
Declaration of Value Form

1. Assessor Parcel Number(s)
   a) 139-27-110-091 thru -095, 139-27-110-114 thru -119, 139-27-110-122 thru -124, 139-27-111-082
   b)
   c)
   d)

FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page _____
Date of Recording: _____
Notes:

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg. f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   x Other Church

3 a. Total Value/Sales Price of Property $0.00

   b. Deed in Lieu of Foreclosure Only (value of property)

   c. Transfer Tax Value: $0.00

   d. Real Property Transfer Tax Due $0.00

4. **If Exemption Claimed:**

   a. Transfer Tax Exemption, per NRS 375.090, Section: Exempt 3

   b. Explain Reason for Exemption: To show same vesting on all properties – Victory Missionary Baptist Church Incorporated, a Nevada Non-Profit Corporation, no consideration

5. Partial Interest: Percentage being transferred: 100 %

The undersigned declares and acknowledges, under penalty of perjury, pursuant to NRS 375.060 and NRS 375.110, that the information provided is correct to the best of their information and belief, and can be supported by documentation if called upon to substantiate the information provided herein. Furthermore, the parties agree that disallowance of any claimed exemption, or other determination of additional tax due, may result in a penalty of 10% of the tax due plus interest at 1% per month. **Pursuant to NRS 375.030, the Buyer and Seller shall be jointly and severally liable for any additional amount owed.**

Signature: _____ Capacity: GRANTEE/BUYER

SELLER (GRANTOR) INFORMATION (REQUIRED)		BUYER (GRANTEE) INFORMATION (REQUIRED)	
Print Name:	Victory Missionary Baptist Church, Inc; Victory Missionary Baptist Church, Incorporated, a non-profit corporation; Victory Missionary Baptist Church and Victory Missionary Babtist Church, a Nevada non profit corporation all as their interest may appear	Print Name:	Victory Missionary Baptist Church Incorporated, a Nevada Non-Profit Corporation
Address:	Same as Grantee	Address:	500 W Monroe Ave
City:		City:	Las Vegas
State:	Zip:	State:	NV Zip: 89106-3133

Assessor's Copy

PRJ-76390
04/29/19

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

Print Name:	Nevada Title Company	Esc. #:	13-03-1261-SD
Address:	2500 N. Buffalo Drive, Suite 150		
City:	Las Vegas	State: NV	Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ASSESSOR'S COPY

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04/29/19

Inst #: 201305080003390
Fees: $20.00 N/C Fee: $0.00
RPTT: $0.00 Ex: #003
05/08/2013 10:47:56 AM
Receipt #: 1606627
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: DHG Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

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Victory Missionary Baptist Church, Inc; Victory Missionary Baptist Church, Incorporated, a non-profit corporation; Victory Missionary Baptist Church and Victory Missionary Babtist Church, a Nevada non profit corporation all as their interest may appear

Edd May, President

State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me on May 6, 2015

by Edd May, President

SHERRY E. ARCHER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 9-1-2013
Certificate No: 01-71052-1

Sherry E. Archer
NOTARY PUBLIC
My Commission Expires: 9/1/2015

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FOR RECORDER'S OPTIONAL USE ONLY
Book: _____ Page _____
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Notes:

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City:		City:	Las Vegas
State:	Zip:	State:	NV Zip: 89106-3133

Assessor's Copy

PRJ-76390
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(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

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Fees: $20.00 N/C Fee: $0.00
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State of NEVADA }
} ss:
County of Clark }

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by Edd May, President

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NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 9-1-2013
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State:	Zip:	State:	NV Zip: 89106-3133

Assessor's Copy

PRJ-76390
04/29/19

COMPANY/PERSON REQUESTING RECORDING (required if not seller or buyer)

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} ss:
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This instrument was acknowledged before me on May 6, 2015

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City:	Las Vegas	State: NV	Zip: 89128

(AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED)

ASSESSOR'S COPY

PRJ-76390
04/29/19

Inst #: 201305080003390
Fees: $20.00 N/C Fee: $0.00
RPTT: $0.00 Ex: #003
05/08/2013 10:47:56 AM
Receipt #: 1606627
Requestor:
NEVADA TITLE LAS VEGAS
Recorded By: DHG Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER

A.P. N.: 139-27-110-091 thru -095, 139-27-110-114 thru -119, 139-27-110-122 thru -124, 139-27-111-082
R.P.T.T.: $0.00

Escrow #13-03-1261-SD

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500 W Monroe Ave.
Las Vegas, NV 89106-3133

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SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "A".

COMMONLY KNOWN ADDRESS:
500 West Monroe Avenue, Las Vegas, NV

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TOGETHER WITH all singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

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Edd May, President

State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me on May 6, 2015

by Edd May, President

SHERRY E. ARCHER
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 9-1-2013
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Book: _____ Page _____
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Notes:

2. Type of Property:
   a. ☐ Vacant Land b. ☐ Sgl. Fam. Residence
   c. ☐ Condo/Twnhse d. ☐ 2-4 Plex
   e. ☐ Apt. Bldg. f. ☐ Comm'l/Ind'l
   g. ☐ Agricultural h. ☐ Mobile Home
   x Other Church

3 a. Total Value/Sales Price of Property $0.00

   b. Deed in Lieu of Foreclosure Only (value of property)

   c. Transfer Tax Value: $0.00

   d. Real Property Transfer Tax Due $0.00

4. **If Exemption Claimed:**

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   b. Explain Reason for Exemption: To show same vesting on all properties – Victory Missionary Baptist Church Incorporated, a Nevada Non-Profit Corporation, no consideration

5. Partial Interest: Percentage being transferred: 100 %

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State:	Zip:	State:	NV Zip: 89106-3133

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State of NEVADA }
} ss:
County of Clark }

This instrument was acknowledged before me on May 6, 2015

by Edd May, President

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My Commission Expires: 9-1-2013
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VAC-76391 [PRJ-76390] - VACATION - APPLICANT/OWNER: VICTORY MISSIONARY BAPTIST CHURCH BETWEEN "E" STREET AND "F" STREET, SOUTH OF JACKSON AVENUE

05/16/2019

VICTORY MISSIONARY BAPTIST CHURCH
"Where the Lord is Lifted and the Word is Learned"

Dr. Robert E. Fowler Sr.
Senior Pastor

April 29, 2019

City of Las Vegas
Department of Planning

Ref#- PREAPP2016-006322
parcel#- 139-27-1 10-1 18

Planning Committee,
We had a previously approved Vacation that expired. Our Business Administrator at the time was dealing with cancer, who is now deceased did not transfer the duties/paperwork to another department for us to complete the work/fees that were needed.

We want to vacate the alley that it is directly behind our church/facility and adjacent to our annex. The Alley is not being used as a community public alley, and we want to incorporate it into our site. We currently have parking behind the church and behind the annex and we want to unify the area and gain total responsibility.

Sincerely,

Victory Missionary Baptist Church

Dr. Robert E. Fowler Sr. Senior Pastor

500 West Monroe Avenue, Las Vegas, Nevada 89106
Phone (702) 648-2630 | Fax (702) 648-7836
rfowler@victorymbc.org | www.victorymbc.org

PRJ-76390
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AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
71

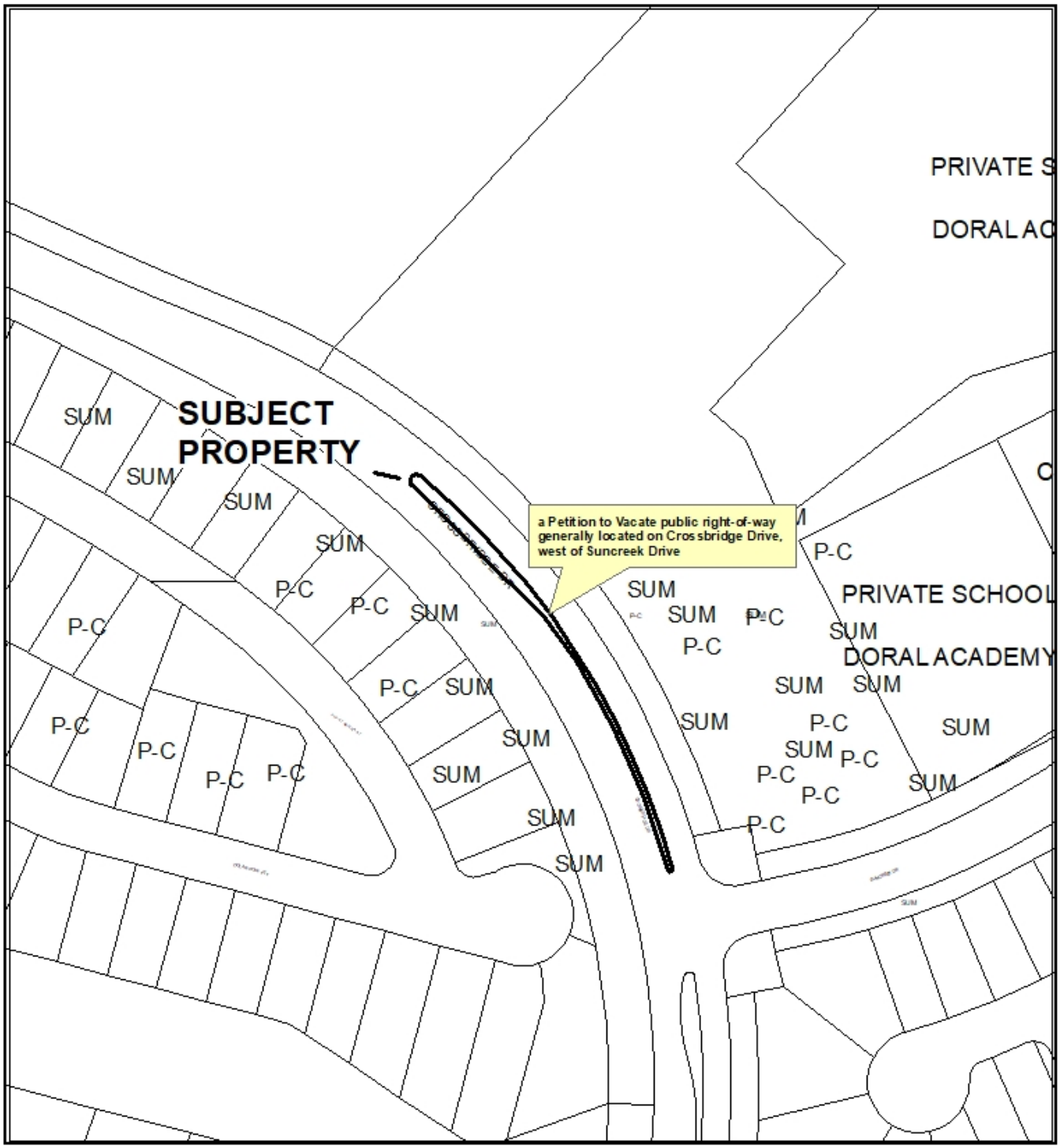
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
VAC-76442 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC - For possible action on a request for a Petition to Vacate public right-of-way generally located on Crossbridge Drive, west of Suncreek Drive, Ward 2 (Seaman) [PRJ-76399]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

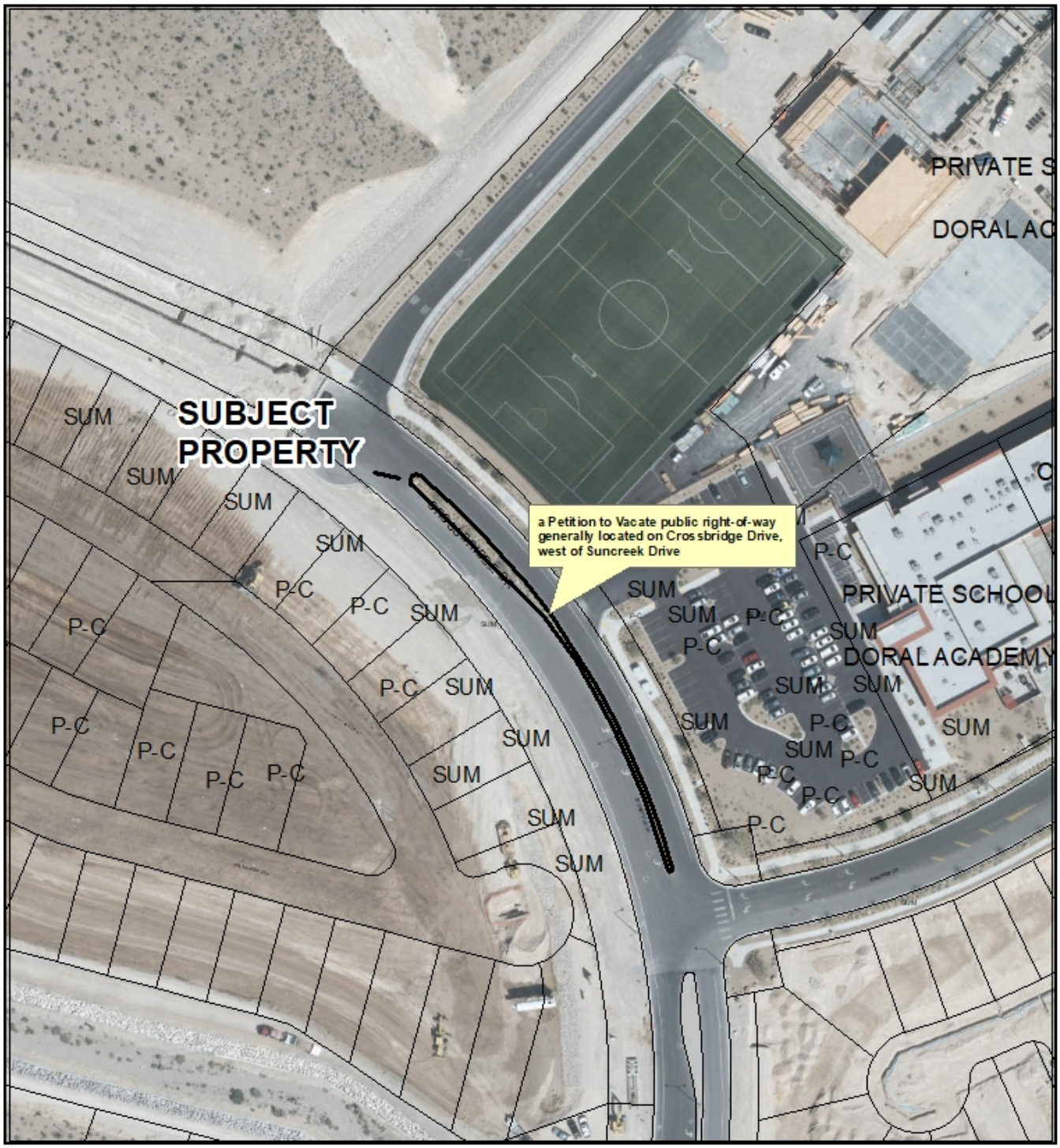
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Executed Condition Confirmation Documentation
7. Backup Submitted at the June 25, 2019 Planning Commission Meeting



CASE: **VAC-76442 (PRJ-76399)**

0 100 200 Feet

N



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0 100 200 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAC-76442	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 10

NOTICES MAILED 1 (By City Clerk)

PROTESTS 0

APPROVALS 0

NE

**** CONDITIONS ****

VAC-76442 CONDITIONS

1. The limits of this Petition of Vacation is the area located on Crossbridge Drive as shown on the exhibit and legal description submitted to the City of Las Vegas date stamped May 6, 2019.

2. A Public Sewer Easement, acceptable to the Sanitary Sewer Planning Section of the Department of Public Works, shall be reserved through the Order of Vacation.

3. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

4. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

5. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

6. All development shall be in conformance with code requirements and design standards of all City Departments.

7. If the Order of Vacation *(or Order of Relinquishment of Interest if a Patent Reservation)* is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has proposed to vacate a portion of right-of-way within Crossbridge Drive.

ANALYSIS

The applicant is requesting to vacation and dedication of right-of-way within Crossbridge Drive as shown in Book 152, Page 41 of plats on file at the Clark County Recorder's office.

The median island from Crossbridge Drive to Doral Academy has been extended and the right-of-way is no longer required.

Staff presents the following information concerning this request to vacate certain public street right-of-way:

A. Does this vacation request result in uniform or non-uniform right-of-way widths?

The right-of-way width will remain uniform.

B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability?

No, as it is for the recently constructed median islands.

C. Does it appear that the vacation request involves only excess right-of-way?

No, it is for new median island additions.

D. Does this vacation request coincide with development plans of the adjacent parcels?

Yes. The median island for an adjacent school was extended and the right-of-way is no longer required.

E. Does this vacation request eliminate public street access to any abutting parcel?

No.

F. Does this vacation request result in a conflict with any existing City requirements?

No.

G. Does the Department of Public Works have an objection to this vacation request?

No.

FINDINGS

Staff has no objection to the proposed right-of-way vacation as it is no longer required; therefore, staff recommends approval with conditions.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/25/119	The Planning Commission unanimously voted to recommend APPROVAL on a request for a FOR A PROPOSED 12,741 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE WITH A 1,245 SQUARE-FOOT OUTDOOR PATIO at 450 Fremont Street, Suite #295 (APN 139-34-513-002), C-2 (General Commercial) Zone, Ward 5 (Crear) [PRJ-75602].

Related Building Permits/Business Licenses
There are no related building permits or business licenses for the subject site.

Pre-Application Meeting	
04/30/19	Staff conducted a pre-application meeting where the submittal requirements for a right-of-way vacation were discussed.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
05/16/19	Staff observed the right-of-way to be vacated and did not note anything of concern.

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Right-of-Way	Right-of-Way	Right-of-Way
North	Undeveloped	SUM (Summerlin)	P-C (Planned Community)
South	Single Family, Detached	SUM (Summerlin)	P-C (Planned Community)
East	Private School	SUM (Summerlin)	P-C (Planned Community)
West	Single Family, Detached	SUM (Summerlin)	P-C (Planned Community)

Master and Neighborhood Plan Areas	***Compliance***
Summerlin	Y
Special Area and Overlay Districts	***Compliance***
P-C (Planned Community) 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 (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 #	
Total Fee	
Date Received	
Received By	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Vacation

Project Address (Location) Summerlin V24 Crossbridge Drive

Project Name V24 Crossbridge Drive **Proposed Use**

Assessor's Parcel #(s) 137-33-699-001 **Ward #**

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information

PROPERTY OWNER The Howard Hughes Company, LLC

Address 10801 W. Charleston Boulevard State NV Zip 89135

E-mail chris.anderson@howardhughes.com Phone 702.791.4336

APPLICANT The Howard Hughes Company, LLC/Chris Anderson

Address 10801 W. Charleston Boulevard State NV Zip 89135

E-mail chris.anderson@howardhughes.com Phone 702.791.4336

REPRESENTATIVE GCW, Inc./Jennifer Veras

Address 1555 S. Rainbow Boulevard State NV Zip 89146

E-mail jveras@gcwengineering.com Phone 702.804.2096

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 Kevin T. Orrock

Subscribed and sworn before me

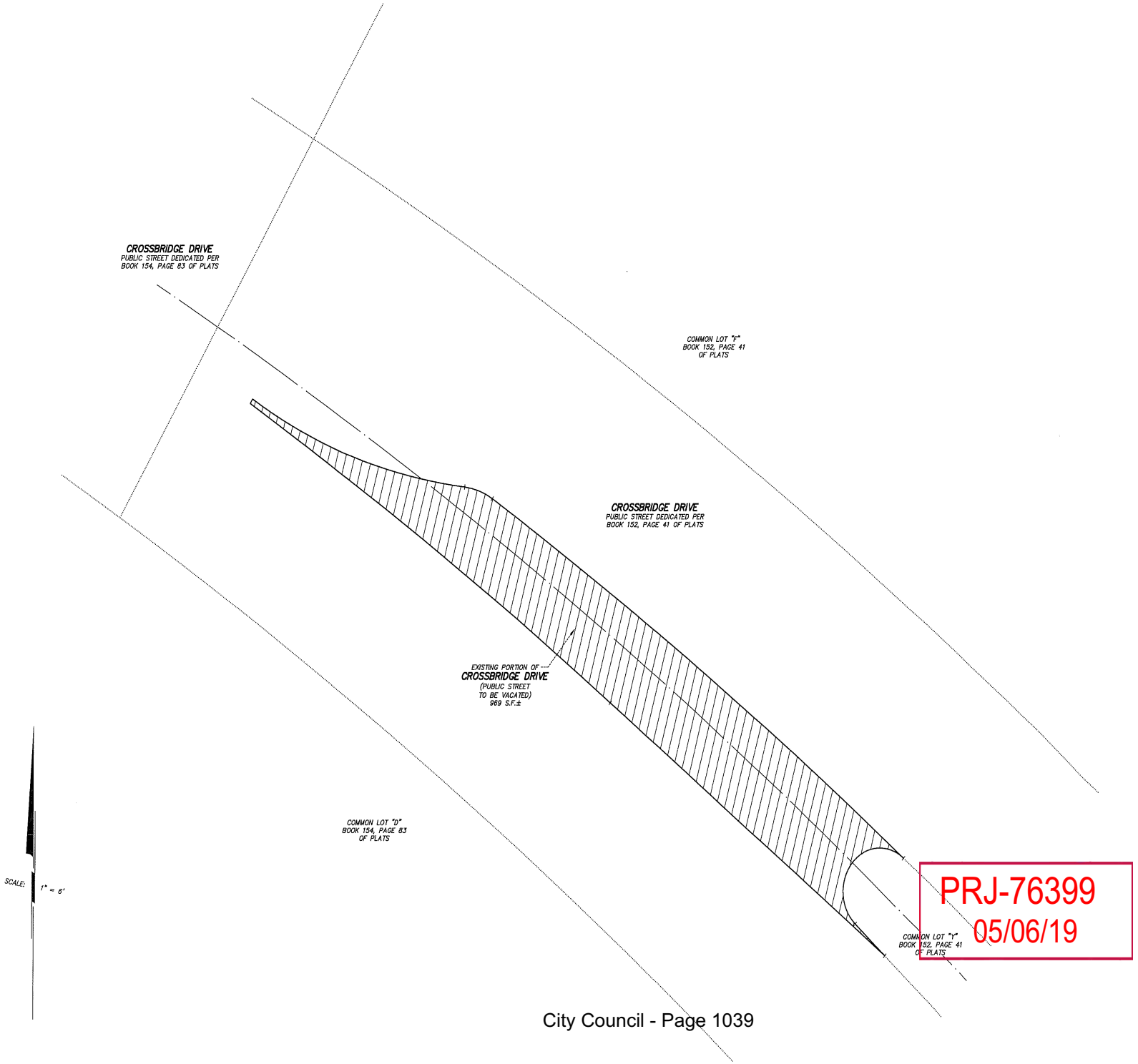
This 5 day of April, 20 19

Rebecca Misty Acosta Clark County

Notary Public in and for said County and State STATE OF NEVADA

REBECCA MISTY ACOSTA
NOTARY PUBLIC - STATE OF NEVADA
My Commission Expires: 12-10-2020
Certificate No: 17-4216-1

PR-70399
05/06/19



PRJ-76399
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City Council - Page 1039

62024-223-5

REV	DATE	DESCRIPTION

A PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA

GCW
ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

SUMMERLIN VIL. 24 - CROSSBRIDGE DRIVE
THE HOWARD HUGHES COMPANY LLC
VACATION EXHIBIT

SHEET
1
OF 1 SHEETS

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PORTION OF CROSSBRIDGE DRIVE TO BE VACATED IN SUPPORT OF THE SUMMERLIN VILLAGE 24 PROJECT.

DESCRIPTION

THAT PORTION OF CROSSBRIDGE DRIVE DEDICATED TO THE CITY OF LAS VEGAS AS SHOWN IN BOOK 152, PAGE 41 OF PLATS, ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE, LYING WITHIN THE NORTHEAST QUARTER (NE 1/4) OF SECTION 33, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF SAID CROSSBRIDGE DRIVE, COINCIDENT WITH THE MOST WESTERLY CORNER OF COMMON LOT "F" AS SHOWN BY SAID BOOK 152, PAGE 41 OF PLATS; THENCE ALONG THE NORTHWESTERLY LINE OF SAID CROSSBRIDGE DRIVE, SOUTH 30°52'19" WEST, 33.78 FEET; THENCE DEPARTING SAID NORTHWESTERLY LINE, SOUTH 59°07'41" EAST, 9.19 FEET TO THE **POINT OF BEGINNING**; THENCE NORTH 32°27'00" EAST, 0.66 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 74.67 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 32°27'00" EAST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°03'32", AN ARC LENGTH OF 33.96 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 9.33 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 06°23'28" WEST; THENCE EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°58'16", AN ARC LENGTH OF 4.39 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 678.83 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 33°21'44" WEST; THENCE SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°28'58", AN ARC LENGTH OF 76.81 FEET TO A POINT ON THE NORTHEASTERLY LINE OF COMMON LOT "F" AS SHOWN BY SAID BOOK 152, P0AGE 41 OF PLATS, ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 5.54 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 39°50'43" WEST; THENCE ALONG THE LIMITS OF SAID COMMON LOT "F" THE FOLLOWING TWO (2) COURSES: 1) SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 177°56'54", AN ARC LENGTH OF 17.21 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 721.17 FEET, THROUGH WHICH A RADIAL LINE BEARS SOUTH 41°53'48" WEST; 2) SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°28'50", AN ARC LENGTH OF 6.05 FEET TO A POINT TO WHICH A RADIAL LINE BEARS NORTH 42°22'38" EAST; THENCE DEPARTING SAID LIMITS OF COMMON LOT "F", NORTH 51°56'26" WEST, 52.26 FEET TO THE BEGINNING OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 674.67 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°36'34", AN ARC LENGTH OF 66.05 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 969 SQUARE FEET, MORE OR LESS.

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GCW, INC.
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2299

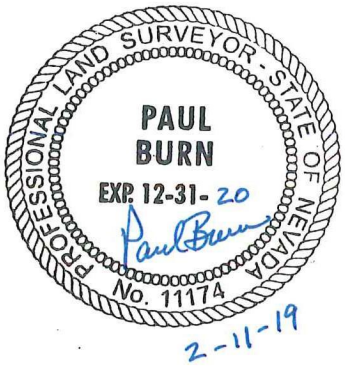
PRJ-76399
05/06/19

BASIS OF BEARINGS
SOUTH 30°52'19" WEST, BEING THE BEARING OF THE NORTHWESTERLY LIMITS OF CROSSBRIDGE DRIVE AS SHOWN IN BOOK 152, PAGE 41 OF PLATS, ON FILE AT THE CLARK COUNTY, NEVADA RECORDER'S OFFICE.

END OF DESCRIPTION.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

PAUL BURN, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 11174



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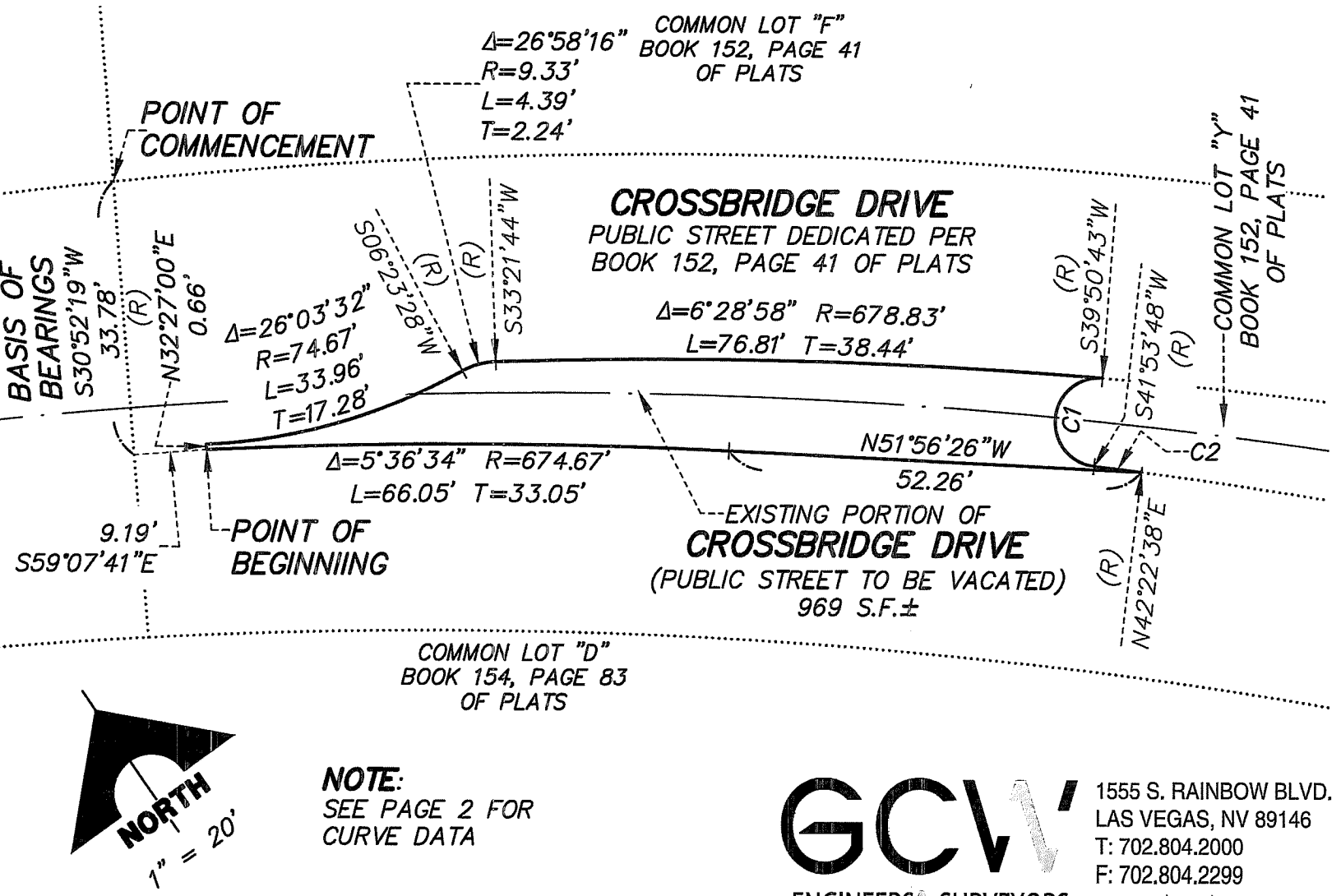
PRJ-76399
05/06/19

PRJ-76399
05/06/19

EXHIBIT "B" TO ACCOMPANY DESCRIPTION



NOTE:
SEE PAGE 2 FOR CURVE DATA

PAGE 1 OF 2

GCW
ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

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EXHIBIT "B" TO ACCOMPANY DESCRIPTION

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	TANGENT
C1	177°56'54"	5.54'	17.21'	309.39'
C2	0°28'50"	721.17'	6.05'	3.02'

GCW
ENGINEERS & SURVEYORS
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LAS VEGAS, NV 89146
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PRJ-76399
05/06/19

97121B.910W

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:
STEWART TITLE OF NEVADA
3800 Howard Hughes Parkway, Suite 500
Las Vegas, Nevada 89109
Attention: Linda Jones

APN No(s).: 139-18-302-004 (Parcel D)
139-18-401-003
139-19-501-006 (Parcel J)
139-17-401-003 (Parcel M)
139-07-401-004 (Parcel P)
139-17-101-001 (Parcel Q)
139-18-504-001
139-16-510-004
139-18-510-006
139-18-510-018
139-18-510-020
139-18-510-015
139-18-510-012
139-18-510-011
139-18-510-010
139-18-510-009
139-18-510-008
139-18-510-014
139-18-510-001
139-18-510-007
139-18-510-004
177-05-501-001 (LV BLVD. & SUNSET)
177-05-601-001

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14

GRANTEE'S ADDRESS FOR TAX BILLS:
HOWARD HUGHES PROPERTIES,
LIMITED PARTNERSHIP
3800 Howard Hughes Parkway
Las Vegas, Nevada 89109
Attention: General Counsel

(Space above line for Recorder's use)

GRANT BARGAIN AND SALE DEED

HOWARD HUGHES PROPERTIES, LIMITED PARTNERSHIP, a Delaware limited partnership, as "Grantor," does hereby Grant, Bargain, Sell and Convey to HOWARD HUGHES PROPERTIES, INC., a Nevada corporation, as "Grantee," the real property in the County of Clark, State of Nevada (hereinafter referred to as the "Property") described on

PRJ-76399
05/06/19

9218.DOC

Exhibit "A" attached hereto and incorporated herein by this reference.

SUBJECT TO:

1. General and special taxes and assessments for the current fiscal tax year and any and all unpaid bonds and/or assessments; and

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2. All covenants, conditions, restrictions, reservations, rights, right-of-way and easements recorded against the Property and all other matters of record.

IN WITNESS WHEREOF, Grantor has caused its name to be affixed hereto and this instrument to be executed by its general partner thereunto duly authorized.

Dated as of December 17, 1997.

HOWARD HUGHES PROPERTIES,
LIMITED PARTNERSHIP, a
Delaware limited partnership

By: THE HOWARD HUGHES
CORPORATION (formerly known as
Summa Corporation), a Delaware
corporation, its sole general partner

By: Michael C. Niarchos
Print Name: Michael C. Niarchos
Print Title: Senior Vice President &
General Counsel

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On December 17, 1997, personally appeared before me, a Notary Public, Michael C. Niarchos, personally known to me to be the person whose name is subscribed to the above instrument who acknowledged that he executed the instrument.

Sharon K. Walker
Notary Public

SHARON K. WALKER
Notary Public - State of Nevada
Appointment Recorded in Clark County
My Appointment Expires July 31, 1998

CORPORAT/REIT/GBCNEWCO.NLV/RM/12/15/97

PRJ-76399
05/06/19

971218.01042

EXHIBIT "A"

PARCEL D

LEGAL DESCRIPTION

OLD SUMMA PARCEL NO. 20

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THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, AS SHOWN ON REGISTERED PROFESSIONAL ENGINEERS' MAP IN FILE 11, PAGE 16 IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA;
THENCE NORTH 1° 18' 50" EAST A DISTANCE OF 30.01 FEET TO A POINT IN THE NORTH LINE OF SMOKE RANCH ROAD (60.00 FEET WIDE), AS CONVEYED TO THE COUNTY OF CLARK BY DEED RECORDED JUNE 20, 1949 AS DOCUMENT NO. 315223 OF CLARK COUNTY, NEVADA RECORDS, SAID POINT BEING THE **TRUE POINT OF BEGINNING;**

THENCE CONTINUING NORTH 1° 18' 50" EAST A DISTANCE OF 2502.26 FEET TO A POINT IN THE SOUTHWESTERLY LINE OF U.S. HIGHWAY NO. 95 (125.00 FEET WIDE), SAID POINT BEARING SOUTH 1° 18' 50" WEST A DISTANCE OF 109.71 FEET FROM THE WEST QUARTER CORNER OF SAID SECTION 18, AS SHOWN ON REGISTERED PROFESSIONAL ENGINEERS' MAP IN FILE 1, PAGE 37, CLARK COUNTY, NEVADA RECORDS;

THENCE SOUTH 36°26' 00"EAST ALONG SAID SOUTHWESTERLY LINE, A DISTANCE OF 3097.63 FEET TO A POINT IN THE AFOREMENTIONED NORTH LINE OF SMOKE RANCH ROAD;
THENCE SOUTH 89° 42' 57" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1897.04 FEET TO THE **TRUE POINT OF BEGINNING.**

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, AS SHOWN ON REGISTERED PROFESSIONAL ENGINEERS' MAP IN FILE 11, PAGE 16, CLARK COUNTY, NEVADA.
THENCE NORTH 01° 16' 08" EAST A DISTANCE OF 2536.07 FEET TO THE **TRUE POINT OF BEGINNING,** SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 95 (125 FEET SIDE);
THENCE SOUTH 36°25' 33" EAST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 450.00 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE TO THE WEST, SUBTENDING A CENTRAL ANGLE OF 90° 00' 00" AND HAVING A RADIUS OF 30.00 FEET;

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THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY;
THENCE SOUTH 53° 34' 27" WEST A DISTANCE OF 170.72 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE TO THE SOUTHEAST, SUBTENDING A CENTRAL ANGLE OF 23° 58' 36" AND HAVING A RADIUS OF 501.03 FEET;
THENCE SOUTHWESTERLY ALONG SAID CURVE AN ARC LENGTH DISTANCE OF 209.67 FEET TO A RADIAL POINT ON SAID CURVE; A RADIAL BEARING FROM SAID POINT BEARS SOUTH 60° 24' 09" EAST;
THENCE NORTH 01° 16' 08" EAST A DISTANCE OF 661.25 FEET TO THE **TRUE POINT OF BEGINNING.**

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FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18,
THENCE NORTH 89° 42' 57" EAST ALONG THE SOUTH LINE OF SAID SECTION 18; A DISTANCE OF 1920.22 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 95 (HAVING A RIGHT OF WAY OF 125.00 FEET);
THENCE NORTH 36° 25' 33" WEST ALONG SAID SOUTHWESTERLY RIGHT OF WAY LINE OF SAID U.S. HIGHWAY NO. 95, A DISTANCE OF 101.29 FEET TO THE **TRUE POINT OF BEGINNING;**
THENCE CONTINUING NORTH 36° 25' 33" WEST ALONG THE SOUTHWESTERLY RIGHT OF WAY OF SAID U.S. HIGHWAY NO. 95, A DISTANCE OF 210.62 FEET;
THENCE SOUTH 53° 34' 27" WEST A DISTANCE OF 150.00 FEET TO A POINT;
THENCE SOUTH 36° 25' 33" EAST A DISTANCE OF 240.45 FEET TO A POINT ON THE PROPOSED NORTH RIGHT OF WAY LINE OF SMOKE RANCH ROAD;
THENCE NORTH 89° 42' 57" EAST ALONG SAID PROPOSED NORTH RIGHT OF WAY LINE OF SAID SMOKE RANCH ROAD, A DISTANCE OF 146.36 FEET TO A POINT ON A TANGENT CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 20 FEET;
THENCE ALONG SAID CURVE NORTHERLY A DISTANCE OF 44.06 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 95 (125 FEET WIDE). SAID POINT BEING THE **TRUE POINT OF BEGINNING.**

FURTHER EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS A AND B AS CONVEYED TO THE CITY OF LAS VEGAS, BY DEED RECORDED FEBRUARY 27, 1967 AS DOCUMENT NO. 626894 OF OFFICIAL RECORDS, CLARK COUNTY, NEVADA:

PARCEL A:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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05/06/19

971218.01042

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18, AS SHOWN ON REGISTERED PROFESSIONAL ENGINEERS' MAP IN FILE 11, PAGE 16, AS RECORDED IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA;
THENCE NORTH 01° 16' 08" EAST ALONG PROPOSED CENTER LINE OF DECATUR BOULEVARD, A DISTANCE OF 30.01 FEET TO THE **TRUE POINT OF BEGINNING;**
THENCE CONTINUING NORTH 01° 16' 08" EAST, A DISTANCE OF 1844.81 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL BEARING THROUGH SAID POINT BEARS SOUTH 60° 24' 09" EAST;
THENCE TO THE RIGHT ALONG A CURVE OF RADIUS 501.03 THROUGH A CENTRAL ANGLE OF 12° 09' 51", AN ARC LENGTH OF 106.37 FEET TO A POINT BEING DISTANT 60 FEET EASTERLY FROM SAID CENTER LINE AT RIGHT ANGLE;
THENCE SOUTH 01° 16' 08" WEST, A DISTANCE OF 1930.78 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SMOKE RANCH ROAD 60 FEET WIDE (AS OF MAY 2, 1966);
THENCE SOUTH 89° 42' 57" WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF SMOKE **RANCH ROAD, A DISTANCE OF 60.02 FEET TO THE TRUE POINT OF** BEGINNING.

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PARCEL B:

A CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATE IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M., IN THE CITY OF LAS VEGAS, COUNTY OF CLARK, STATE OF NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE NORTH 01°16'08" EAST, A DISTANCE OF 30.01 FEET;
THENCE NORTH 89° 42' 57" EAST, A DISTANCE OF 60.02 FEET TO THE **TRUE POINT OF BEGINNING;**
THENCE CONTINUING ALONG THE EXISTING RIGHT-OF-WAY LINE OF SMOKE RANCH ROAD AS OF MAY 2, 1966, NORTH 89° 42' 57" EAST, A DISTANCE OF 1837.48 FEET TO A POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF TONOPAH HIGHWAY 125.00 FEET WIDE AS OF MAY 2, 1966;
THENCE NORTH 36° 25' 33" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF TONOPAH HIGHWAY, A DISTANCE OF 64.16 FEET TO A POINT OF CUSP; THENCE ALONG A CURVE TO THE RIGHT BEING CONCAVE NORTHWESTERLY HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 126° 08' 30" AN ARC LENGTH OF 44.03 FEET TO A POINT;
THENCE SOUTH 89° 42' 57" WEST, A DISTANCE OF 1726.44 FEET TO A POINT;
THENCE ALONG A CURVE TO THE RIGHT BEING CONCAVE NORTHEASTERLY HAVING A RADIUS OF 55.00 FEET, A CENTRAL ANGLE OF 91° 22' 11", AN ARC LENGTH OF 87.68 FEET TO A POINT OF CUSP;
THENCE SOUTH 01° 16' 08" WEST, A DISTANCE OF 76.52 FEET TO THE **TRUE POINT OF BEGINNING.**

PRJ-76399
05/06/19

971218.01042

PARCEL J
(PT. OLD SUMMA PARCEL NO. 33)

LEGAL DESCRIPTION

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 19, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. SHOWN AS PARCEL 2 ON A PARCEL MAP RECORDED IN FILE 83, PAGE 36 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

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PRJ-76399
05/06/19

971218.01042

PARCEL M
(PT. OLD SUMMA PARCEL NO. 23, 24 & 27)

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. SHOWN AS PARCELS 2, 3 & 4 ON A PARCEL MAP RECORDED IN FILE 84, PAGE 20 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

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PRJ-76399
05/06/19

971218.01042

PARCEL P
(PT. OLD SUMMA PARCEL NO. 44)

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 7, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. SHOWN AS PARCEL 3 ON A PARCEL MAP RECORDED IN FILE 76, PAGE 33 OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER, CLARK COUNTY, NEVADA.

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PRJ-76399
05/06/19

971218.01042

PARCEL Q
(PT. OLD SUMMA PARCEL NO. 5 & 6)

LEGAL DESCRIPTION

PARCEL I

UNOFFICIAL COPY

THE NORTH HALF OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

EXCEPTING THEREFROM THE NORTHERLY FIFTY (50.00) FEET AND THE WESTERLY FIFTY (50.00) FEET FOR ROADWAYS.

FURTHER EXCEPTING THE FOLLOWING DESCRIBED PARCEL OF LAND:

THAT PORTION OF THE NORTH HALF OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. DESCRIBED AS FOLLOWS:

COMMENCING OF THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH 88° 56' 23" EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) AS SHOWN ON A RECORD OF SURVEY IN FILE 47, PAGE 01, A DISTANCE OF 50.01 FEET; THENCE SOUTH 2° 07' 44" EAST ALONG THE EAST RIGHT-OF-WAY LINE OF ALLEN LANE A DISTANCE OF 471.73 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE NORTH 88° 21' 52" EAST, 1271.36 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER (NW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 17; THENCE SOUTH 2° 09' 38" EAST ALONG SAID EAST LINE, 213.38 FEET; THENCE SOUTH 89° 07' 00" WEST, 1271.73 FEET TO THE EAST RIGHT-OF-WAY LINE OF ALLEN LANE; THENCE NORTH 2° 07' 44" WEST ALONG SAID RIGHT-OF-WAY LINE, 196.68 FEET TO THE **TRUE POINT OF BEGINNING.**

PARCEL II

THE NORTH HALF OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M.

EXCEPTING THEREFROM THE NORTHERLY FIFTY (50.00) FEET AND THE EASTERLY FIFTY (50.00) FEET FOR ROADWAYS.

FURTHER EXCEPTING THE FOLLOWING DESCRIBED PARCEL OF LAND:

PRJ-76399
05/06/19

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 61 EAST, M.D.M. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 88° 56' 26" WEST ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) AS SHOWN ON A RECORD OF SURVEY IN FILE 47, PAGE 01, A DISTANCE OF 50.01 FEET; THENCE SOUTH 2° 07' 44" EAST, ALONG THE WEST RIGHT-OF-WAY LINE OF ALLEN LANE, 472.63 FEET TO THE **TRUE POINT OF BEGINNINGTR**; THENCE CONTINUING SOUTH 2° 07' 44" EAST, ALONG SAID RIGHT-OF-WAY LINE, 195.59 FEET; THENCE SOUTH 88° 59' 29" WEST, 1280.70 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4); THENCE NORTH 2° 02' 36" WEST, 181.56 FEET; THENCE NORTH 88° 21' 50" EAST, 1280.23 FEET TO THE **TRUE POINT OF BEGINNING.**

UNOFFICIAL COPY

PRJ-76399
05/06/19

971218.01042

LAS VEGAS BOULEVARD & SUNSET ROAD
(OLD SUMMA PARCEL #115 & 116)

LEGAL DESCRIPTION

ALL THAT REAL PROPERTY SITUATED IN THE COUNTY OF CLARK, STATE OF NEVADA, BOUNDED AND DESCRIBED AS FOLLOWS:

UNOFFICIAL COPY

PARCEL I: (SUMMA PARCEL #115 & 116)

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 5, WHICH POINT BEARS SOUTH 89° 02' 35" WEST A DISTANCE OF 230.08 FEET FROM THE NORTHEAST CORNER OF SAID SECTION 5; THENCE ALONG THE WESTERLY RIGHT OF WAY LINES OF INTERSTATE ROUTE 15 AS CONVEYED TO THE STATE OF NEVADA BY DEEDS RECORDED FEBRUARY 8, 1962 AND OCTOBER 6, 1960 AS DOCUMENT NOS. 276002 AND 213877 OF SAID COUNTY OFFICIAL RECORDS, AS FOLLOWS:

SOUTH 16° 27' 23" WEST 172.93 FEET;
THENCE SOUTH 89° 02' 25" WEST 17.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST WITH A RADIUS OF 1930 FEET, RADIAL LINE THROUGH SAID POINT BEARS SOUTH 71° 15' 37" EAST;
THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH AN ANGLE OF 36° 16' 37" AN ARC DISTANCE OF 1,221.42 FEET TO A POINT OF TANGENCY;
THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE OF INTERSTATE ROUTE 15 SOUTH 55° 00' 00" WEST 389.48 FEET TO ITS INTERSECTION WITH THE SOUTH BOUNDARY OF THE NORTH HALF (N ½) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 5, SAID INTERSECTION ALSO BEING THE MOST EASTERLY CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO PAT I. PRAVORNE, ET UX, BY DEED RECORDED AUGUST 30, 1963 AS DOCUMENT NO. 381513 OF SAID COUNTY OFFICIAL RECORDS;
THENCE CONTINUING SOUTH 55° 00' 00" WEST 1179.4 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL CONVEYED BY DOCUMENT NO. 381513;
THENCE NORTH 0° 03' 05" EAST ALONG THE EAST RIGHT OF WAY OF INTERSTATE ROUTE 15 A DISTANCE OF 683.84 FEET TO THE SOUTHEAST CORNER OF THAT CERTAIN PARCEL OF LAND CONVEYED TO THE STATE OF NEVADA BY DEED RECORDED OCTOBER 6, 1960 AS DOCUMENT NO. 213376 OF CLARK COUNTY OFFICIAL RECORDS;

PRJ-76399
05/06/19

THENCE NORTH 0 ° 02' 50" EAST ALONG THE EAST LINE OF SAID PARCEL AND ITS NORTHERLY PROLONGATION A DISTANCE OF 1,305.68 FEET TO THE NORTH LINE OF SAID SECTION 5;
THENCE NORTH 89° 07' 20" EAST ALONG SAID NORTH LINE A DISTANCE OF 2,081.91 FEET TO THE **POINT OF BEGINNING.**

EXCEPTING THEREFROM ALL ABUTTER'S RIGHTS AND ACCESS RIGHTS TO THE ADJACENT LANDS AS TAKEN BY THE STATE OF NEVADA UNDER JUDGEMENT AND DECREE OF CONDEMNATION IN ACTION ENTITLED "THE STATE OF NEVADA, PLAINTIFF VS. MAX KLEIGER, ET AL." CASE #107271 IN THE EIGHTH JUDICIAL DISTRICT COURT OF THE STATE OF NEVADA, IN AND FOR THE COUNTY OF CLARK, FILED JUNE 27, 1963.

UNOFFICIAL COPY

FURTHER EXCEPTING THAT PART CONVEYED TO THE STATE OF NEVADA BY DEED RECORDED JULY 30, 1990 IN BOOK 900730 AS DOCUMENT NO. 00101 DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTH HALF (S ½) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., AND MORE FULLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE RIGHT OR EASTERLY RIGHT OF WAY LINE OF IR-15 FREEWAY (PROJECT IR-015-1(81)37), 165.46 FEET RIGHT OF AND AT RIGHT ANGLES TO HIGHWAY ENGINEER'S STATION "B1" 78+66.13 P.O.T.; SAID POINT OF BEGINNING FURTHER DESCRIBED AS BEARING SOUTH 10° 45' 36" EAST, A DISTANCE OF 1,754.82 FEET FROM THE NORTH QUARTER CORNER OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M.; THENCE FROM A TANGENT WHICH BEARS SOUTH 41° 59' 13" EAST, CURVING TO THE LEFT ALONG SAID RIGHT OR EASTERLY RIGHT OF WAY LINE OF IR-15 FREEWAY, WITH A RADIUS OF 220 FEET, THROUGH AN ANGLE OF 75° 38' 42",AN ARC DISTANCE OF 290.46 FEET TO A POINT; THENCE NORTH 62° 22' 05" EAST, CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 232.19 FEET TO A POINT; THENCE SOUTH 55° 00' 00" WEST, ALONG THE FORMER RIGHT OR EASTERLY RIGHT OF WAY LINE OF SAID IR-15 FREEWAY, A DISTANCE OF 575.78 FEET TO A POINT; THENCE NORTH 0° 04' 48" EAST, CONTINUING ALONG SAID FORMER EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 270.30 FEET TO THE **POINT OF BEGINNING.**

FURTHER EXCEPTING THAT PART CONVEYED TO THE CLARK COUNTY, STATE OF NEVADA BY DEED RECORDED NOVEMBER 4, 1992 IN BOOK 921104 AS DOCUMENT NO. 00222 DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PRJ-76399
05/06/19

COMMENCING AT THE NORTH QUARTER (N 1/4) CORNER OF SECTION 5;

THENCE NORTH 88° 47' 11" EAST ALONG THE NORTH LINE OF THE SAID NORTHEAST QUARTER (NE 1/4) OF SECTION 5, A DISTANCE OF 329.86 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 15;

THENCE SOUTH 00° 11' 39" EAST, DEPARTING THE SAID NORTH LINE AND ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 1507.45 FEET TO A POINT FOR THE MOST NORTHERLY CORNER AND **POINT OF BEGINNING** OF THIS PARCEL; THE SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1455.15 FEET, AND A RADIAL BEARING OF NORTH 75° 25' 58" EAST;

UNOFFICIAL DOCUMENT

THENCE DEPARTING THE SAID EAST RIGHT OF WAY LINE OF INTESTATE HIGHWAY NO. 15, ALONG THE ARC OF SAID CURVE 1455.15 FOOT RADIUS NON-TANGENT CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12° 08' 36", AND AN ARC DISTANCE OF 308.41 FEET TO A POINT FOR THE SOUTHEAST CORNER OF THIS PARCEL ON THE CURVING NORTHERLY RIGHT OF WAY LINE OF THE INTERSTATE HIGHWAY NO. 15 APPROACH RAMP; THE SAID POINT HAVING A RADIUS OF 220.00 FEET AND A RADIAL BEARING OF NORTH 14° 31' 00" EAST;

THENCE NORTHWESTERLY ALONG THE ARC OF THE SAID 220.00 FOOT RADIUS CURVE TO THE RIGHT BEING THE NORTHERLY LINE OF THE SAID APPROACH RAMP, THROUGH A CENTRAL ANGLE OF 33° 15' 04" AND AN ARC DISTANCE OF 126.68 FEET TO A POINT FOR THE SOUTHWEST CORNER OF THIS PARCEL ON THE SAID EAST RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 15;

THENCE NORTH 00° 11' 39" WEST, ALONG THE SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 222.97 FEET TO THE **POINT OF BEGINNING** OF THIS PARCEL.

FURTHER EXCEPTING THAT PART CONVEYED TO CLARK COUNTY, NEVADA, FOR ROAD PURPOSES BY DEED RECORDED NOVEMBER 15, 1995 IN BOOK 960117 AS DOCUMENT NUMBER 430 DESCRIBED AS FOLLOWS:

BEING PART OF THE NORTH ONE-HALF (N ½) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 22 SOUTH, RANGE 61 EAST, M.D.M., CLARK COUNTY, NEVADA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A MONUMENT AND BRASS DISC FOUND AT THE EAST SIXTEENTH (E 1/6) CORNER IN THE NORTH LINE OF SECTION 5, T22S, R61E, M.D.M.;

THENCE NORTH 88° 50' 40" EAST A DISTANCE OF 1091.40 FEET ALONG THE NORTH LINE OF SAID SECTION, TOWNSHIP AND RANGE TO A POINT FOR CORNER IN THE WEST RIGHT-OF-WAY (ROW) LINE OF I-15 APPROACH RAMP;

PRJ-76399
05/06/19

971218.01042

THENCE SOUTH 16° 59' 57" WEST A DISTANCE OF 57.93 FEET ALONG THE WEST (ROW) LINE O I-15 APPROACH RAMP TO A POINT FOR CORNER;

THENCE NORTH 86° 50' 31" WEST A DISTANCE OF 519.08 FEET TO A POINT FOR CORNER.

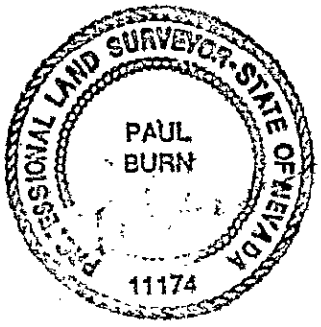
THENCE SOUTH 88° 50' 40" WEST A DISTANCE OF 555.71 TO A POINT FOR CORNER;

THENCE SOUTH 88° 43' 42" WEST A DISTANCE OF 9.98 FEET TO A POINT FOR CORNER;

UNOFFICIAL COPY

THENCE NORTH 01° 16' 18" WEST A DISTANCE OF 16.00 FEET TO A POINT FOR CORNER IN THE NORTH LINE OF SAID SECTION, TOWNSHIP AND RANGE;

THENCE NORTH 88° 43' 42" EAST A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING.**



CLARK COUNTY, NEVADA
JUDITH A. VANDEVER, RECORDER
RECORDED AT REQUEST OF:
STEWART TITLE OF NEVADA

12-18-97 11:47 CDO 14
OFFICIAL RECORDS
BOOK: 971218 INST: 01042
FEE: 20.00 RPTT: EX#010

PRJ-76399
05/06/19



VAC-76442 [PRJ-76399] - VACATION - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC
CROSSBRIDGE DRIVE, WEST OF SUNCREEK DRIVE

05/16/2019

GCW
ENGINEERS \ SURVEYORS

62024-223-5

April 22, 2019

City of Las Vegas Planning Department
500 South Rancho Drive
Las Vegas. Nevada 89102

RE: Justification Letter – Summerlin Village 24 Crossbridge Drive Vacation

Gentlemen:

On behalf of our client, The Howard Hughes Company, LLC, we are respectfully requesting the vacation of right-of-way and the dedication to the City of Las Vegas within Crossbridge Drive as shown in Book 152, Page 41 of plats on file at the Clark County Recorder's Office.

The median island from Crossbridge Drive to Doral Academy was extended and as a result the right-of-way indicated in the exhibit provided is no longer required.

Cordially,

GCW, INC.

Jennifer Veras
Project Coordinator

PRJ-76399
05/06/19

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

SUBJECT: VAC-76442 [PRJ-76399] - VACATION - PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***AUGUST 7, 2019 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 ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@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 ***AUGUST 6, 2019 .***

Signature

8/6/2019
Date

KEVIN T. ORROCK
Please Print Name

THE HOWARD HUGHES COMPANY, LLC
Company Name

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

Submitted after final agenda
Date 8/6/19 Item 71

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
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

RECEIVED
JUN 2 4 2019
Dept of Planning
City of Las Vegas

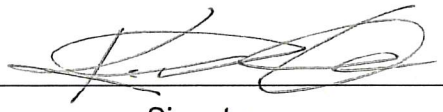
CASE: VAC-76442 [PRJ-76399] - VACATION

SUBJECT: APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JUNE 25, 2019*** 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 24, 2019.***



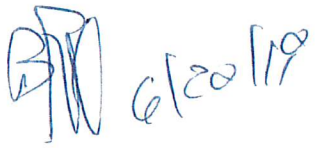
Signature

6/24/19

Date

KEVIN T. ORROCK

Please Print Name



THE HOWARD HUGHES COMPANY, LLC.

Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda

Item 98

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
72

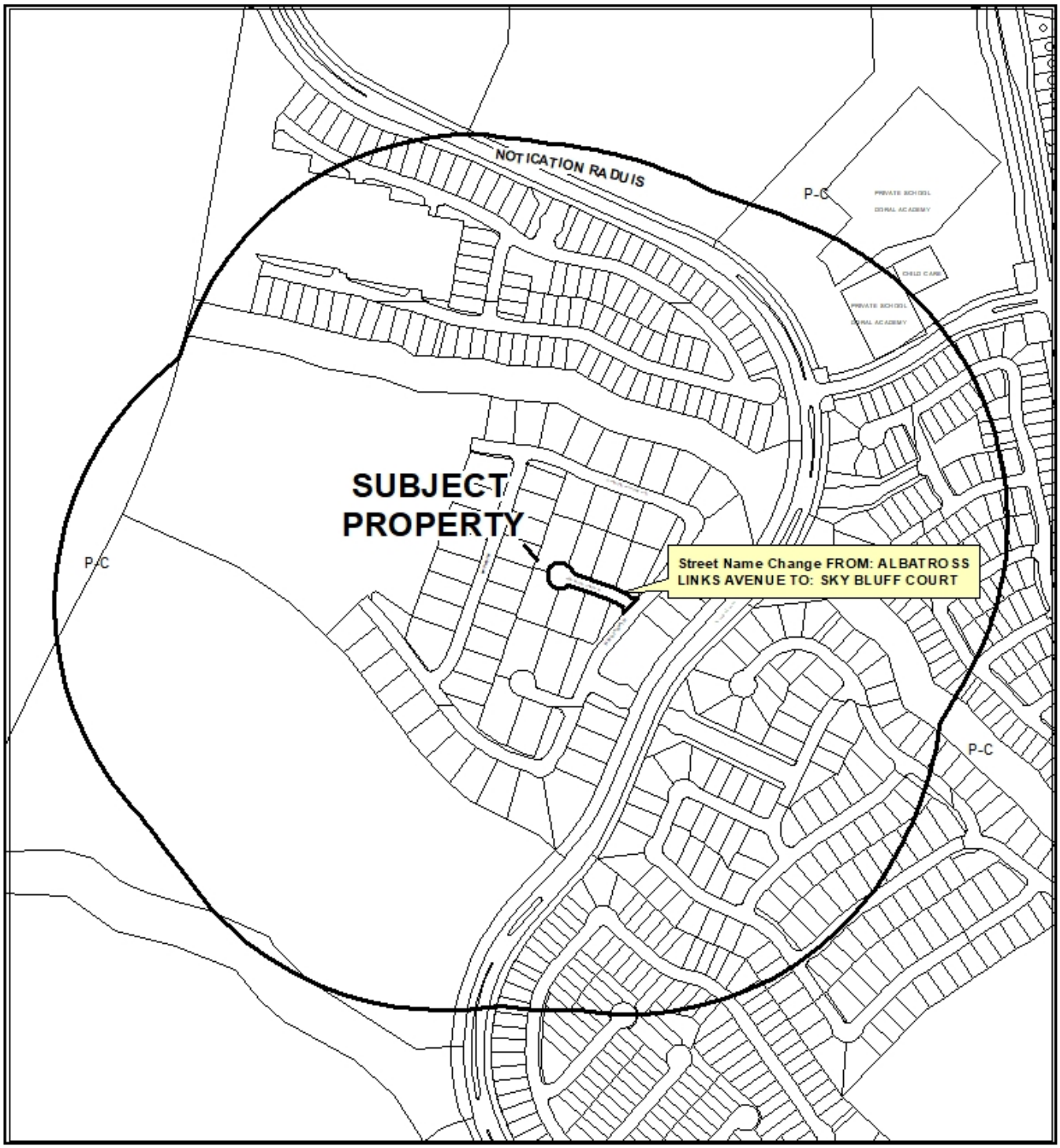
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SNC-76185 - STREET NAME CHANGE - PUBLIC HEARING - APPLICANT/OWNER: RICHMOND AMERICAN HOMES OF NEVADA, INC. - For possible action on a request for a Street Name Change FROM: ALBATROSS LINKS AVENUE TO: SKY BLUFF COURT, generally located west of Crossbridge Drive, south of Suncreek Drive, Ward 2 (Seaman) [PRJ-76136]. The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Street Name Validation Subdivision Listing
7. Submitted after Final Agenda - Executed Condition Confirmation Documentation
8. Backup Submitted at the May 28, 2019 Planning Commission Meeting

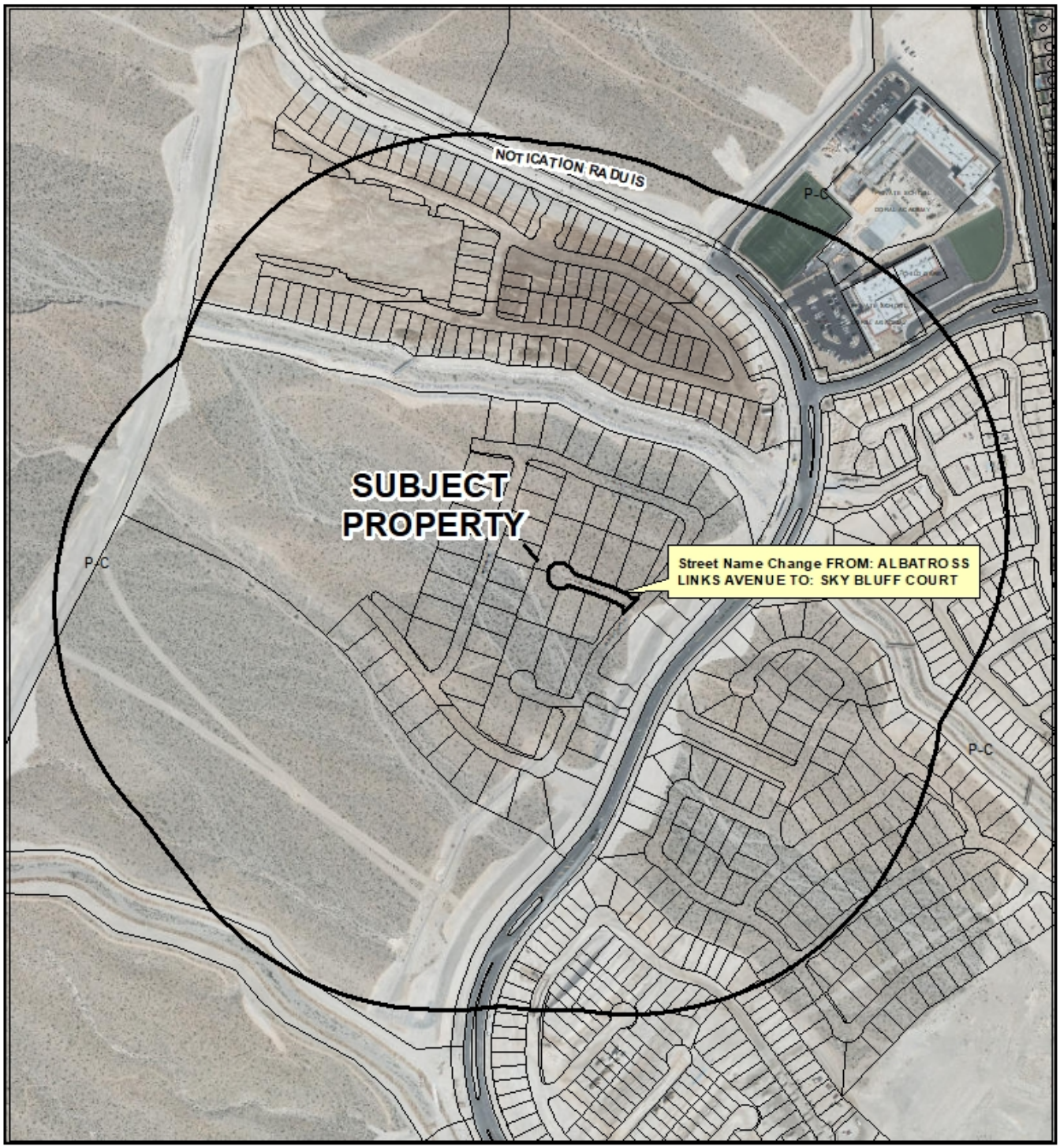


CASE: **SNC-76185 (PRJ-76136)**

RADIUS: 1000 FEET

0 375 750 Feet

N



CASE: **SNC-76185 (PRJ-76136)**

RADIUS: 1000 FEET

0 375 750

Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: RICHMOND AMERICAN HOMES OF NEVADA, INC.

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
SNC-76185	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

NOTICES MAILED 8 (By Planning)

PROTESTS 0

APPROVALS 0

SS

**** CONDITIONS ****

SNC-76185 CONDITIONS

Public Works

1. The applicant shall be responsible for all costs related to this Street Name Change, including signage and installation.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant has requested to rename a private residential street from Albatross Links Avenue to Sky Bluff Court. The subject street is currently unbuilt and is located within Summerlin Village 24 southwest of the intersection of Suncreek Drive and Crossbridge Drive.

ISSUES

- The Department of Fire & Rescue has determined that the primary street name "Sky Bluff" is valid for use in the city of Las Vegas and has not been used since the current subdivision was recorded.
- The current suffix (Avenue) does not comply with City of Las Vegas street naming regulations. If approved, the Street Name Change would bring the suffix of the subject street (from Avenue to Court) into conformance with street naming regulations.

ANALYSIS

Albatross Links Avenue is a private cul-de-sac with no cross streets within an approved gated subdivision (Scots Pine Phase 1). The Street Name Change would affect seven platted lots, none of which have been improved. All of these lots are under single ownership. According to the applicant, several buyers purchasing homes on that street have requested the change. If approved, the name change would correct the suffix of the street from Avenue to Court, which is appropriate for a cul-de-sac with no side streets according to the City of Las Vegas Street Naming and Addressing Assignment Regulations, 2009 Edition, Section IV.C.

The name Sky Bluff is included in the list of names approved by the Department of Fire & Rescue for use within this subdivision. The proposed name conforms to requirements of the City of Las Vegas Street Naming and Addressing Assignment Regulations, 2009 Edition, which requires a primary name to be used only once and limits names to a maximum of 20 characters, including the suffix and any spaces.

Three building permits have already been issued for single family dwellings on Albatross Links Avenue. None have been finalized.

FINDINGS (SNC-76185)

The proposed street name change is in conformance with the City of Las Vegas Street Naming and Addressing Assignment Regulations, 2009 Edition. The street is approximately 255 feet long and is a local, private residential street that would affect seven addresses. Staff therefore recommends approval, subject to conditions. Permits do not need to be reissued for any of the affected single family dwellings prior to final inspection unless specifically requested by the inspector.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/10/15	The Planning Commission approved a Tentative Map (TMP-57325) for a 22-parcel Master Plan Village (Summerlin Village 24 - Stonebridge) on 459.50 acres at the southwest corner of Alta Drive and Sky Vista Drive. Staff recommended approval.
02/13/18	The Planning Commission approved a Tentative Map (TMP-72384) for a 103-lot single-family residential subdivision (Scots Pine) on 42.53 acres on the west side of Crossbridge Drive, approximately 530 feet south of Suncreek Drive. Staff recommended approval.
11/16/18	A Final Map (FMP-74271) for a 60-lot single family residential subdivision (Scots Pine Phase 1) on 25.69 acres on the west side of Crossbridge Drive, approximately 530 feet south of Suncreek Drive was recorded.
05/28/19	The Planning Commission unanimously voted to recommend APPROVAL on a request for a Street Name Change (SNC-76185) FROM: ALBATROSS LINKS AVENUE TO: SKY BLUFF COURT, generally located west of Crossbridge Drive, south of Suncreek Drive, Ward 2 [PRJ-76136].

Most Recent Change of Ownership	
03/01/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
10/04/18	A building permit (C18-04371) was issued for grading, clear and grub and stockpiling for a subdivision (Scots Pine Phase 1) at 761 Crossbridge Drive. A final inspection has not been approved.
04/04/19	A building permit (P19-00436) was issued for a single family residential dwelling at 12440 Albatross Links Avenue. A final inspection has not been approved.

Related Building Permits/Business Licenses	
04/08/19	A building permit (P19-00455) was issued for a single family residential dwelling at 12439 Albatross Links Avenue. A final inspection has not been approved.
04/08/19	A building permit (P19-00456) was issued for a single family residential dwelling at 12447 Albatross Links Avenue. A final inspection has not been approved.

Pre-Application Meeting
A pre-application meeting to discuss submittal requirements for a Street Name Change application was waived by Department of Planning staff.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/15/19	The site is in the grading process. Some retaining and property line walls have been constructed. The subject street has not been improved.

Details of Application Request	
Street Segment	all of Albatross Links Avenue
Parcels Directly Affected	APNs 137-33-715-022 through 028
Addresses Directly Affected	12432, 12439, 12440, 12447, 12448, 12445 and 12456 Albatross Links Avenue
Legal Description of Affected Lots	Lots 54-60 of Scots Pine Phase 1, Book 157 Page 55 of Plats

Master and Neighborhood Plan Areas	***Compliance***
Summerlin West Development Agreement	Y
Special Area and Overlay Districts	***Compliance***
P-C (Planned Community) District	Y
T-D (Traditional 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 (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to the Street Naming and Address Assignment Regulations, 2009 Edition, Section IV.B., a primary street name shall be used only once and shall not be used in any other alignment. The name shall be restricted to 20 characters, including affix, primary name, suffix and any spaces. Sky Bluff Court is a unique name and contains less than 20 characters.

Cul-de-sac streets with no side street intersections shall contain the suffix Court. The proposed Street Name Change would bring the suffix of the subject street into conformance with the Street Naming and Address Assignment Regulations.

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) Street Name Change

Project Address (Location) Crossbridge / Suncreek

Project Name Scots Pine Phase 1 **Proposed Use** Residential

Assessor's Parcel #(s) 137-33-715-022 through 028 **Ward #** _____

General Plan: Existing P-C Proposed NA **Zoning:** Existing P-C Proposed NA

Additional Information The developer would like to replace the street name Albatross Links Avenue with Sky Bluff Court

Property Owner Richmond American Homes of Nevada, Inc. Contact Angela Pinley

Address 7770 S. Dean Martin Dr., Suite 308 City Las Vegas State NV Zip 89139

E-mail angela.pinley@mdch.com Phone 702-617-8464

Applicant Richmond American Homes of Nevada, Inc. Contact Angela Pinley

Address 7770 S. Dean Martin Dr., Suite 308 City Las Vegas State NV Zip 89139

E-mail angela.pinley@mdch.com Phone 702-617-8464

Representative Slater Hanifan Group Contact Roxanne Leigh

Address 5740 S. Arville St., Suite 216 City Las Vegas State NV Zip 89118

E-mail rleigh@shg-inc.com Phone 702-284-5300

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 Justin Bozarth

Subscribed and sworn before me

This 26th day of March, 20 19

_____

Notary Public in and for said County and State

JANET WILLMANN
Notary Public, State of Nevada
Appointment No. 14-13904-1
My Appt. Expires May 30, 2022

PRJ-76136
04/03/19

CERTIFICATE OF RESOLUTION

I, Joseph H. Fretz, as Secretary of Richmond American Homes of Nevada, Inc., a Colorado corporation (the "Company"), do hereby certify on behalf of the Company that the following resolutions were adopted pursuant to Minutes of Action of the Board of Directors dated as of October 18, 2016, and that such resolutions are in full force and effect as of the date of this Certificate of Resolution:

RESOLVED, that the Company hereby appoints Justin Bozarth as Vice President - Operations (Nevada Division), effective October 1, 2016, to serve until his successor is duly appointed or until the earlier of his resignation, retirement, termination of his employment, or death; and it is

FURTHER RESOLVED, that Justin Bozarth, as an officer of the Company, is authorized hereby to enter into, execute and deliver, on behalf of the Company, any and all documents necessary or advisable in connection with his position as Vice President – Operations (Nevada Division).

RICHMOND AMERICAN HOMES OF NEVADA, INC., a Colorado corporation

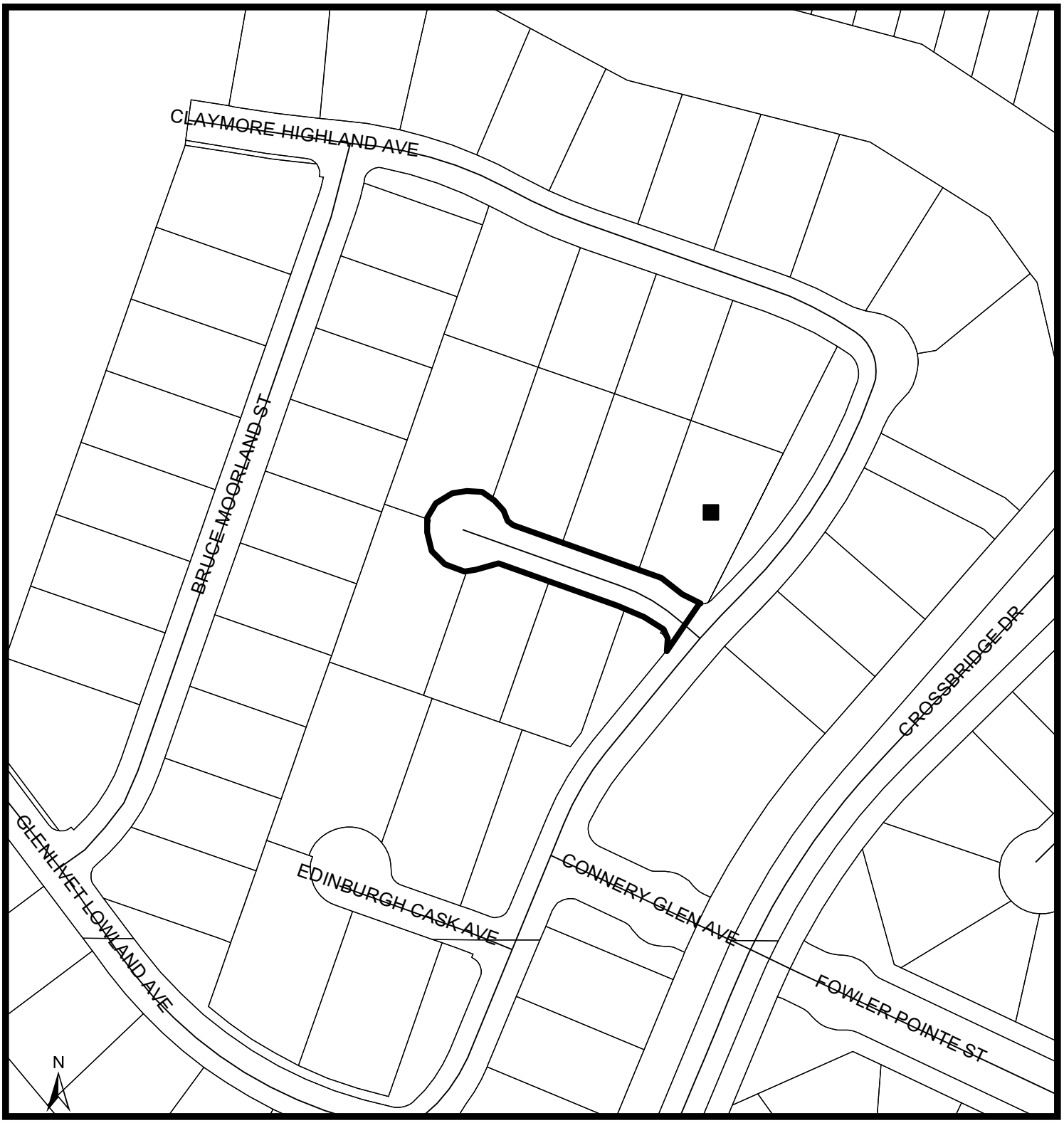
By: _____
Joseph H. Fretz, Secretary

Executed at Denver, Colorado this 25TH day of October, 2016.

RAHNV.101816JB

PRJ-76136
04/03/19

Street Name Change (SNC-76185)



FROM: ALBATROSS LINKS AVENUE
TO: SKY BLUFF COURT

Subject Property

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

PRJ-76136
04/03/19

Date: Wednesday, April 3, 2019



SNC-76185 [PRJ-76136] - STREET NAME CHANGE - APPLICANT/OWNER: RICHMOND AMERICAN HOMES OF NEVADA, INC.
WEST OF CROSSBRIDGE DRIVE, SOUTH OF SUNCREEK DRIVE

04/15/19

City

RAH1732

April 2nd, 2019

City of Las Vegas
333 S. Rancho Drive
Las Vegas, NV 89101

RE: Scots Pine Phase 1 – Street Name Change Justification Letter

Slater Hanifan Group, on behalf of our client, Richmond American Homes of Nevada, Inc., respectfully submits this justification letter for a Street Name Change on the subject project. This project is approximately 25.69 gross acres and is located southwest of the Crossbridge Dr and Suncreek Dr intersection.

Within the subdivision there is an interior private street with an approved name of Albatross Link Avenue. Several buyers purchasing homes on that street have requested that the street name be changed to Sky Bluff Court. This street name has been reviewed and approved by the CLV Fire department.

Please contact me at (702) 284-5300 if you have any questions regarding this request.

Sincerely,

Slater Hanifan Group

Kevin Bross, P.E.
Project Manager I

PRJ-76136
04/03/19

City of Las Vegas

COMBINED FIRE COMMUNICATIONS CENTER

SERVING THE CITY OF LAS VEGAS, CLARK COUNTY, AND NORTH LAS VEGAS

FIRE SERVICES / STREET NAME VALIDATION
SUBDIVISION LISTING

2/26/2019 1:40:59 PM

FIRM: Slater Hanifan Group
ENTITY: City Of Las Vegas Planning
SUBDIVISION: Scots Pine - Phase 1
PLANNING No.: FMP-74271
DESCRIPTION: 60 lots --- APN 137-33-710-001
REF NO: 14614

Street Name	Street Type	Disposition
Sky Bluff		Approved
Campsie Fells		Previously recorded
Lagavulin		Approved
Bulldog Bluffs		Approved
Bruce Moorland		Approved
Claymore Highland		Approved
Thistle Fairway		Approved
Edinburgh Cask		Approved
Connery Glen		Approved
Glenlivet Lowland		Approved
Sky Knolls		Approved
Lennox Pine		Approved
Sky View		Previously recorded
Macallan Bluff		Approved
Sky Bridge		Previously recorded
Kirkhill		Street name duplicate
Skycrest		Previously recorded
Macallan Ridge		Approved
Dalton Pine		Approved
Dalton Ridge		Previously recorded

PRJ-76136
04/03/19

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

SUBJECT: **SNC-76185 [PRJ-76136] - STREET NAME CHANGE - PUBLIC HEARING - APPLICANT/OWNER: RICHMOND AMERICAN HOMES OF NEVADA, INC.**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***AUGUST 7, 2019 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 ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@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 ***AUGUST 6, 2019 .***

Angela Pinley — Signature

8-5-19 — Date

Angela Pinley — Please Print Name

Richmond American Homes — Company Name

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

Submitted after final agenda

Date 8/6/19 Item 72

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
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

RECEIVED
MAY 2 1 2019
Dept of Planning
City of Las Vegas

CASE: SNC-76185 [PRJ-76136] - STREET NAME CHANGE

SUBJECT: APPLICANT/OWNER: RICHMOND AMERICAN HOMES OF NEVADA, INC.

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MAY 28, 2019*** 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 ***THURSDAY, MAY 23, 2019.***

Angel Pinley — Signature

5-21-19 — Date

Angela Pinley — Please Print Name

Richmond American Homes — Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda

Item #21

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
73

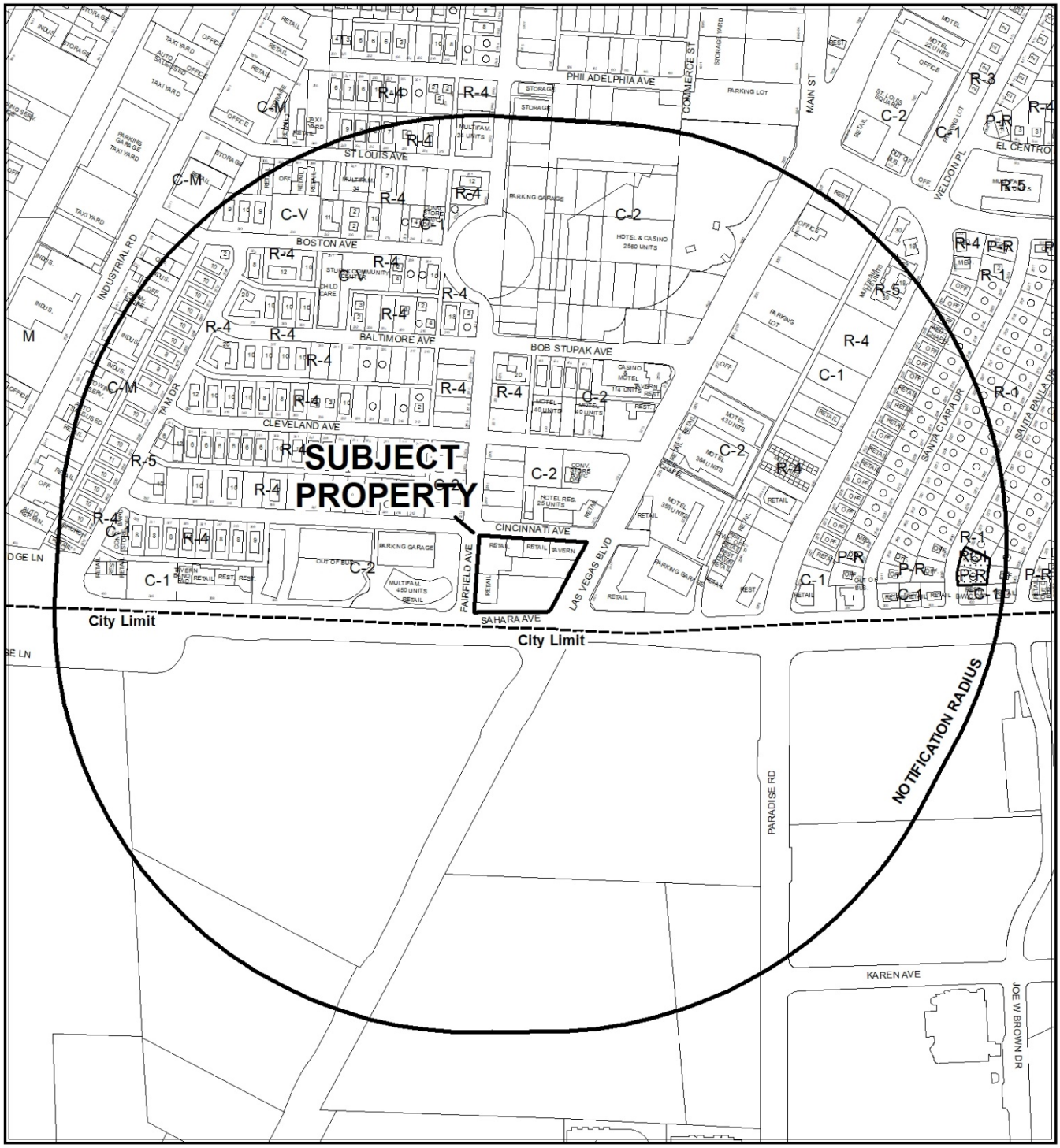
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	20	Planning Commission Mtg.	7
City Council Meeting	74	City Council Meeting	3

RECOMMENDATION:
The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest/Support Postcards
7. Backup Submitted from the July 17, 2019 City Council Meeting
8. Backup Submitted from the June 19, 2019 City Council Meeting
9. Backup Submitted from the May 1, 2019 City Council Meeting
10. Backup Submitted at the March 26, 2019 Planning Commission Meeting



0 410 820 Feet

CASE: **SUP-75722 (PRJ-75666)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



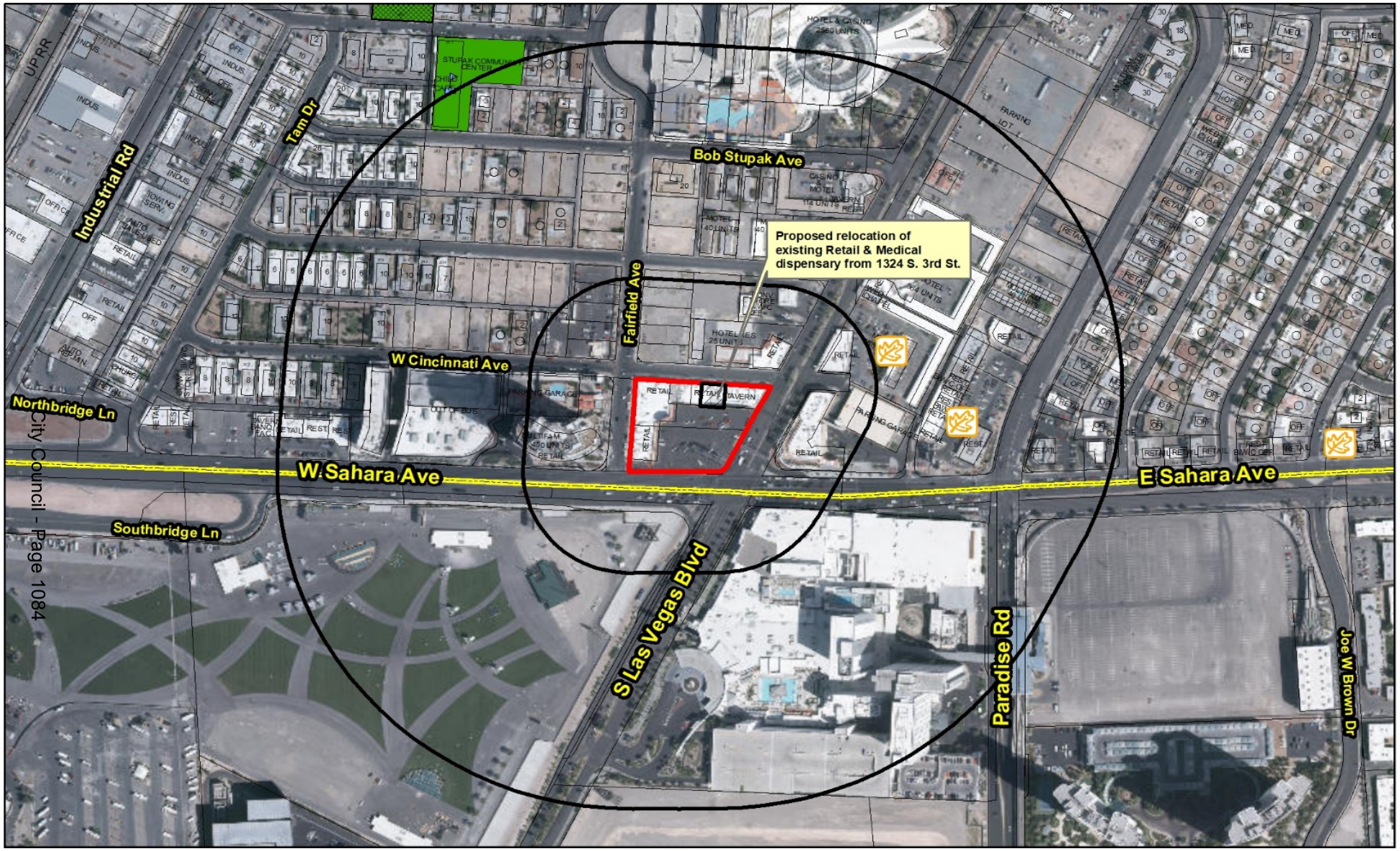
0 410 820 Feet

CASE: **SUP-75722 (PRJ-75666)**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



SUP-75722 (PRJ-75666)

Marijuana Establishments

- Dispensaries
- Production Facilities
- Testing Laboratories
- Cultivation
- Retail Marijuana Store (Rec Sales)
- Product Manufacturing Facility (Rec Production)
- Marijuana Cultivation Facility (Rec Cultivation)
- Manufacturing Testing Facility (Rec Lab)

Protected Uses

- RELIGIOUS
- COMMUNITY CENTERS
- Private Schools
- Pools
- SCHOOLS
- Teen Dance Center
- Child Care/ Children Facility
- Parks

Prohibited Areas

- Art District
- Fremont

- Subject Property
- 300 and 1000 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, March 26, 2019

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 17, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLARK NMSD, LLC - OWNER: L'CHAIM 24 FREMONT PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
SUP-75722	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 19

NOTICES MAILED 2,427 (By City Clerk)

PROTESTS 94

APPROVALS 9

JAB

**** CONDITIONS ****

SUP-75722 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Marijuana Dispensary use.

2. This Special Use Permit shall be reviewed biennially concurrently with the associated business license, at which time the City Council may require the termination of the use. The applicant shall be responsible for notification costs of the review. Failure to pay the City for these costs may result in a requirement that the use be removed.

3. Approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. Approval from the DDRC-ARC is required for proposed signage prior to submitting for sign permits.

5. All development shall be in conformance with the site plan and floor plan date stamped 02/04/19, except as amended by conditions herein. Any modification of the premises of a marijuana establishment shall be filed 60 days in advance of any proposed construction. A full and complete copy of all architectural and building plans shall be filed with the Director for a review of compliance with Title 6.95 and Title 19. The Director shall review the plans and approve any modifications in compliance with this chapter prior to the commencing of any construction of modifications.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

8. The presence of minors on the premises of a marijuana establishment is prohibited unless the minor is a qualified patient on the premises of a dispensary and is accompanied by his or her parent or legal guardian.

9. No temporary signs such as banners, pennants, inflatable objects, streamers, flags, or other similar attention gaining item or devices shall be displayed upon the subject property or a vehicle displaying advertisement in the parking lot of the subject property without the appropriate permits.

10. Approval of this Special Use Permit does not constitute approval of a Marijuana Dispensary license.

11. A Marijuana Dispensary shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

12. This business shall operate in conformance to Chapter 6.95 of the City of Las Vegas Municipal Code.

13. Conformance to all regulations pertaining to a Marijuana establishment found within Nevada Revised Statute (NRS) 453A and 453D, and Nevada Administrative Code (NAC) 453A and 453D.

14. There shall be no on-premise consumption (the use, smoking, ingestion or consumption of any marijuana, edible marijuana or marijuana infused product) on the licensed premises.

15. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This application is a request for a Special Use Permit for a proposed Marijuana Dispensary to be located in a portion of 2424 South Las Vegas Boulevard.

ISSUES

- Applicant has changed from CWNEVADA to CLARK NMSD, LLC as of 06/25/19.
- The Marijuana Dispensary use is permitted within the C-2 (General Commercial) zoning district with the approval of a Special Use Permit.

ANALYSIS

The Marijuana Dispensary use is defined by Title 19.12 as “an establishment which acquires, possesses, delivers, transfers, transports, supplies, sells or dispenses marijuana or related supplies and educational materials. This use includes a “medical marijuana dispensary,” as defined in NRS 453A.115 and a "retail marijuana store" as defined in NRS 453D.030.”

The Minimum Special Use Permit Requirements for this use include:

Requirement 1: Pursuant to its general authority to regulate the cultivation, production, dispensing, and sale of marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a marijuana dispensary and certain other uses that should be protected from the impacts associated with a marijuana dispensary. Therefore, except as otherwise provided below, no marijuana dispensary may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;
b. Church/house of worship;
c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);
d. Community recreational facility (public); or
e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

JAB

The proposed use meets this requirement, as there are no protected uses located within these minimum separation distances.

Requirement 2: The distance separation referred to in Requirement 1 shall be measured with reference to the shortest distance between two property lines, one being the property line of the proposed marijuana dispensary which is closest to the existing use to which the measurement pertains, and the other being the property line of that existing use which is closest to the proposed marijuana dispensary. The distance shall be measured in a straight line without regard to intervening obstacles.

The proposed use meets this requirement, as this is the measurement method utilized in determining compliance with Requirement Number One.

Requirement 3: For the purpose of Requirement 2, and for that purpose only:

a. The "property line" of a protected use refers to the property line of a fee interest parcel that has been created by an approved and recorded parcel map or subdivision map, and does not include the property line of a leasehold parcel; and
b. The "property line" of a marijuana dispensary refers to:
    i. The property line of a parcel that has been created by an approved and recorded parcel map or commercial subdivision map; or
    ii. The property line of a parcel that is located within an approved and recorded commercial subdivision and that has been created by a record of survey or legal description, if:
        A. Using the property line of that parcel for the purpose of measuring the distance separation referred to in Requirement 1 would qualify the parcel under the distance separation requirement;
        B. The proposed marijuana dispensary will have direct access (both ingress and egress) from a street having a minimum right-of-way width of 100 feet. The required access may be shared with a larger development but must be located within the property lines of the parcel on which the proposed marijuana dispensary will be located;
        C. All parking spaces required by this Section 19.12.070 for the marijuana dispensary use will be located on the same parcel as the use; and
        D. The owners of all parcels within the commercial subdivision, including the owner of agreement, satisfactory to the City Attorney, that provides for perpetual, reciprocal cross-access, ingress and egress throughout the commercial subdivision.

The proposed use meets this requirement, as this is the measurement method utilized in determining compliance with Requirement Number One.

Requirement 4: When a retail marijuana store authorized pursuant to NRS Chapter 453D (the "Chapter 453D facility") is proposed to be located within a medical marijuana dispensary that is authorized pursuant to NRS Chapter 453A (the "Chapter 453A facility"), and the Chapter 453A facility has obtained special use permit approval as of July 1, 2017, the applicable distance separation requirements under Requirement 1 for the proposed Chapter 453D facility shall be those that were in effect at the time of special use permit approval for the Chapter 453A facility. A Chapter 453D facility that has received special use permit approval, either pursuant to a new special use permit or by means of a review of conditions under an existing special use permit, shall be deemed a conforming use for purposes of this Title.

The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 5: The use shall conform to, and is subject to, the provisions of LVMC Title 6, as they presently exist and may be hereafter amended.

The proposed use meets this requirement as this requirement will apply if approved.

Requirement 6: No outside storage shall be permitted, including the use of shipping containers for on-site storage.

No outside storage is indicated on the submitted site plan. The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 7: Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

The submitted floor plans show only one point of entry and exit for public access. The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 8: No drive-through facilities shall be permitted in conjunction with a marijuana dispensary.

No drive-through is indicated on the submitted site plan. The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 9: The Special Use Permit shall be void without further action if the uses ceases for a period exceeding 90 days.

The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 10: A marijuana dispensary shall obtain all required approvals from the State of Nevada to operate such a facility prior to the Special Use Permit being exercised pursuant to LVMC 19.16.110.

The proposed use meets this requirement, as this requirement will apply if approved.

Requirement 11: No marijuana dispensary shall be located on any property which abuts Fremont Street west of 8th Street.

The proposed use meets this requirement, as the subject site does not abut Fremont Street.

Requirement 12: No accessory uses are permitted in association with a marijuana dispensary unless such a use relates to providing education regarding the use of marijuana.

The applicant proposes no accessory uses at this site. The proposed use meets this requirement, as this requirement will apply if approved.

The proposed use will be located in an existing, single-story, 35,429 square-foot shopping center. The 3,600 square-foot Marijuana Dispensary will be created in the northern arm of the structure by incorporating demising walls to separate itself from tenants on either side. The proposed use is located between four frontages—Las Vegas Boulevard, Sahara Avenue, Fairfield Avenue, and Cincinnati Avenue. The shopping center contains multiple retail business with individual addresses. The creation of this new space for a Marijuana Dispensary will not affect the square-footage of the Package Liquor Off-Sale Establishment use located within the existing legal, nonconforming shopping center.

The subject site is located in Area 1 of the Downtown Las Vegas Overlay (Gateway District). The intent of Area 1 is to achieve a compact, vibrant, urban environment, with a focus on higher density mixed-use development around transit hubs and activity nodes. Consequently, as outlined in Title 19, Appendix F, Table 11, there are no additional parking requirements for a change of land use in Area 1. The current shopping center is a legal nonconforming commercial site that was originally constructed with 113 parking spaces. For comparison, a shopping center approved with current development standards outside the Downtown Overlay area would require 140 spaces.

The site is located along the Scenic Byway, which was designated in 2004 to protect and enhance the nighttime scenic qualities of Las Vegas Boulevard between Sahara Avenue and Washington Avenue. As a result, all proposed signage is required to comply with the

Scenic Byway Corridor Management Plan and be approved by the Downtown Design Review Committee (DDRC). The current proposal does not include signage. When the applicant applies for a building permit to create the suite for the Marijuana Dispensary, the City will issue an appropriate address for this new commercial suite. The proposed Marijuana Dispensary use will not reduce the square-footage of the package liquor establishment at 2400 Las Vegas Boulevard.

Also, the subject site is currently served by LVVWD for both fire and domestic service and does not have the backflow prevention required for this use per NAC 445A.67195. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing, fire flow availability and backflow retrofit. To comply with LVVWD Service Rules, executed CC&Rs or REA regarding the shared water system between parcels will be required for civil plan approval.

There are no protected uses within the required distance separations for the proposed Marijuana Dispensary. The use achieves the vision of the Gateway District that ground floor and civic spaces attract more population to the area and stabilize the neighborhood. For these reasons, the proposed use is deemed compatible with the surrounding uses; therefore, staff recommends approval with conditions.

FINDINGS (SUP-75722)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is located in a small retail center in Area 1 of the Downtown Las Vegas Overlay where new land uses are not subject to the automatic application of parking requirements. Nevertheless there are 113 parking spaces where 140 spaces are normally required. It's a commercial center on the corner of two primary arterials that was designed to accommodate a variety of uses including the proposed Marijuana Dispensary.

JAB

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The proposed Marijuana Dispensary can be accessed from Las Vegas Boulevard and Sahara Avenue, both Primary Arterials, as defined by the Master Plan of Streets and Highways, and are adequate in size to meet the requirements of the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed Marijuana Dispensary use will be subject to regular inspections by multiple governmental agencies to ensure compliance and will therefore not compromise the public health, safety, and general welfare or any objective of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Marijuana Dispensary use meets all distance separation requirements per Title 19.12. Conditions of approval will ensure conformance with all other minimum requirements for this use.

The subject site complies with all minimum distance requirements as set forth by Title 19.12 and therefore the use can be conducted in a compatible and harmonious manner with the existing surrounding land uses and future land uses as projected by the General Plan. As such, staff recommends approval of the proposed use with standard conditions. If denied, no Marijuana Dispensary would be permitted to be established at this site.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/07/15	A Conditional Use Verification (CUV-61575) was approved for open air vending at 2400 South Las Vegas Boulevard.
04/17/17	A Conditional Use Verification (CUV-70006) was approved for open air vending at 2400 South Las Vegas Boulevard.
04/30/18	A Conditional Use Verification (CUV-73320) was approved for open air vending at 2400 South Las Vegas Boulevard.
03/26/19	The Planning Commission voted (4-0-2) to recommend APPROVAL on a request for a Special Use Permit (SUP-75722) FOR A PROPOSED 3,600 SQUARE-FOOT MARIJUANA DISPENSARY USE in a portion of 2424 South Las Vegas Boulevard (APN 162-04-812-002), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75666].

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/01/19	The City Council voted to ABEY a request for a Special Use Permit (SUP-75722) FOR A PROPOSED 3,600 SQUARE-FOOT MARIJUANA DISPENSARY USE in a portion of 2424 South Las Vegas Boulevard (APN 162-04-812-002), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75666].
06/19/19	The City Council voted to ABEY a request for a Special Use Permit (SUP-75722) FOR A PROPOSED 3,600 SQUARE-FOOT MARIJUANA DISPENSARY USE in a portion of 2424 South Las Vegas Boulevard (APN 162-04-812-002), C-2 (General Commercial) Zone, Ward 3 (Coffin) [PRJ-75666].

Most Recent Change of Ownership	
10/21/16	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/21/15	A business license (P63-00449) was issued for package liquor at 2400 South Las Vegas Boulevard. The license expired on 04/01/16.
	A business license (G63-08876) was issued for a tobacco dealer at 2400 South Las Vegas Boulevard. The license is active as of 03/06/19.
	A business license (G63-08877) was issued for general retail at 2400 South Las Vegas Boulevard. The license is active as of 03/06/19.

Pre-Application Meeting	
01/28/19	Staff conducted a pre-application meeting to discuss the submittal requirements for a Special Use Permit and the special requirements for a marijuana dispensary.

Neighborhood Meeting
A neighborhood meeting was not required or held.

Field Check	
02/07/19	Staff observed the subject site during a routine field check. Nothing of concern was noted by staff. The structure is currently occupied by a retail tenant.

Details of Application Request	
Site Area	
Net Acres	1.10

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	C (Commercial)	C-2 (General Commercial)
North	Tattoo Parlor/Body Piercing Studio	C (Commercial)	C-2 (General Commercial)
South	Clark County Special Events Ground	Clark County CT (Commercial Tourist)	Clark County H-1 (Limited Resort & Apartment)
East	Retail, Other Than Listed Tavern-Limited Establishment	C (Commercial)	C-2 (General Commercial)
West	Multi-Family Residential Retail, Other Than Listed Beer/Wine/Cooer Off-Sale Establishment	C (Commercial)	C-2 (General Commercial)

Master and Neighborhood Plan Areas	***Compliance***
Downtown Master Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 175 Feet	Y
DTLV-O (Downtown Las Vegas Overlay) District – Area 1 (Gateway District)	Y
DE-O (Downtown Entertainment Overlay) District	Y
G-O (Gaming Enterprise Overlay) District	Y
SB-O (Las Vegas Boulevard Scenic Byway Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area 1	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	Y

JAB

DEVELOPMENT STANDARDS

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sahara Avenue	Primary Arterial	Master Plan of Streets and Highways	100	Y
Las Vegas Boulevard	Primary Arterial	Master Plan of Streets and Highways	120	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement - Downtown							
Use	***Gross Floor Area or # of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Shopping Center	35,429 SF	1:250	140				
TOTAL SPACES REQUIRED			140		113		N*
Regular & Handicap Spaces Required			135	5	109	4	N*
Loading Spaces			3		0		N**

* Projects located within the Downtown Las Vegas Overlay - Area 1 are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.
** This is a legal non-conforming commercial subdivision.

JAB

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	SUP-75722
Meeting Date	07/17/19 CC
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Special Use for Dispensary

Project Address (Location) 2400 Las Vegas Blvd so.

Project Name Canopi **Proposed Use** Dispensary

Assessor's Parcel #(s) 162-04-812-002&003 **Ward #** 3-Coffin

General Plan: Existing C Proposed n/a **Zoning:** Existing C-2 Proposed n/a

Additional Information

Property Owner L'Chaim 24 Fremont Property, LLC. Contact n/a

Address 6130 W. Flamingo #402 City Las Vegas State NV Zip 89103

E-mail n/a Phone n/a

Applicant Clark NMSD, LLC Contact Pejman Bady

Address P.O. Box 6255 City Pahrump State NV Zip 89041

E-mail pbady@nuveda.org Phone 702-416-3892

Representative GC Garcia Contact George Garcia

Address 1055 Whitney Ranch Dr., Suite 210 City Henderson State NV Zip 89014

E-mail ggarcia@gcgarciainc.com Phone 702-435-9909

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name HAIM GABAY

Subscribed and sworn before me

This 25th day of June 20 19

Notary Public in and for said County and State

REVISED 06.25.19

JILL GRAVELLE
Notary Public State of Nevada
No. 05-95936-1
My Appt. Exp. Mar. 11, 2021

PRJ-75666
06/25/19

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Special Use Permit for Dispensary

Project Address (Location) 2400 Las Vegas Blvd. So.

Project Name Canopi **Proposed Use** Dispensary

Assessor's Parcel #(s) 162-04-812-002 & 003 **Ward #** 3 - Coffin

General Plan: Existing C Proposed n/a **Zoning:** Existing C-2 Proposed n/a

Additional Information

Property Owner L'Chaim 24 Fremont Property, LLC **Contact** n/a
Address 6130 W. Flamingo Road #402 City Las Vegas State NV Zip 89103
E-mail n/a Phone n/a

Applicant CWNV1, LLC **Contact** Brian Padgett
Address 611 S. 6th Street, 2nd Floor City Las Vegas State NV Zip 89101
E-mail brian@briancpadgett.com Phone 702-304-0123

Representative Keampfer Crowell **Contact** Chris Kaempfer
Address 1980 Festival Plaza Drive, Suite 650 City Las Vegas State NV Zip 89135
E-mail jjl@kcnvlaw.com Phone 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name HAIM GABAY

Subscribed and sworn before me
This 23rd day of January, 20 2019

Notary Public in and for said County and State

RUTH RAMOS-AYALA
Notary Public, State of Nevada
Appointment No. 16-3147-1
My Appt. Expires May 29, 2020

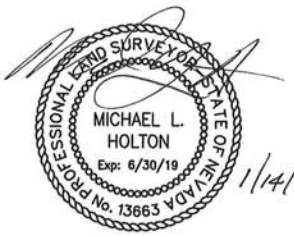
PRJ-75666
02/04/19

SEPARATION DISTANCE SURVEY
MARIJUANA DISPENSARY
2400 S. LAS VEGAS BOULEVARD

GRAPHIC SCALE

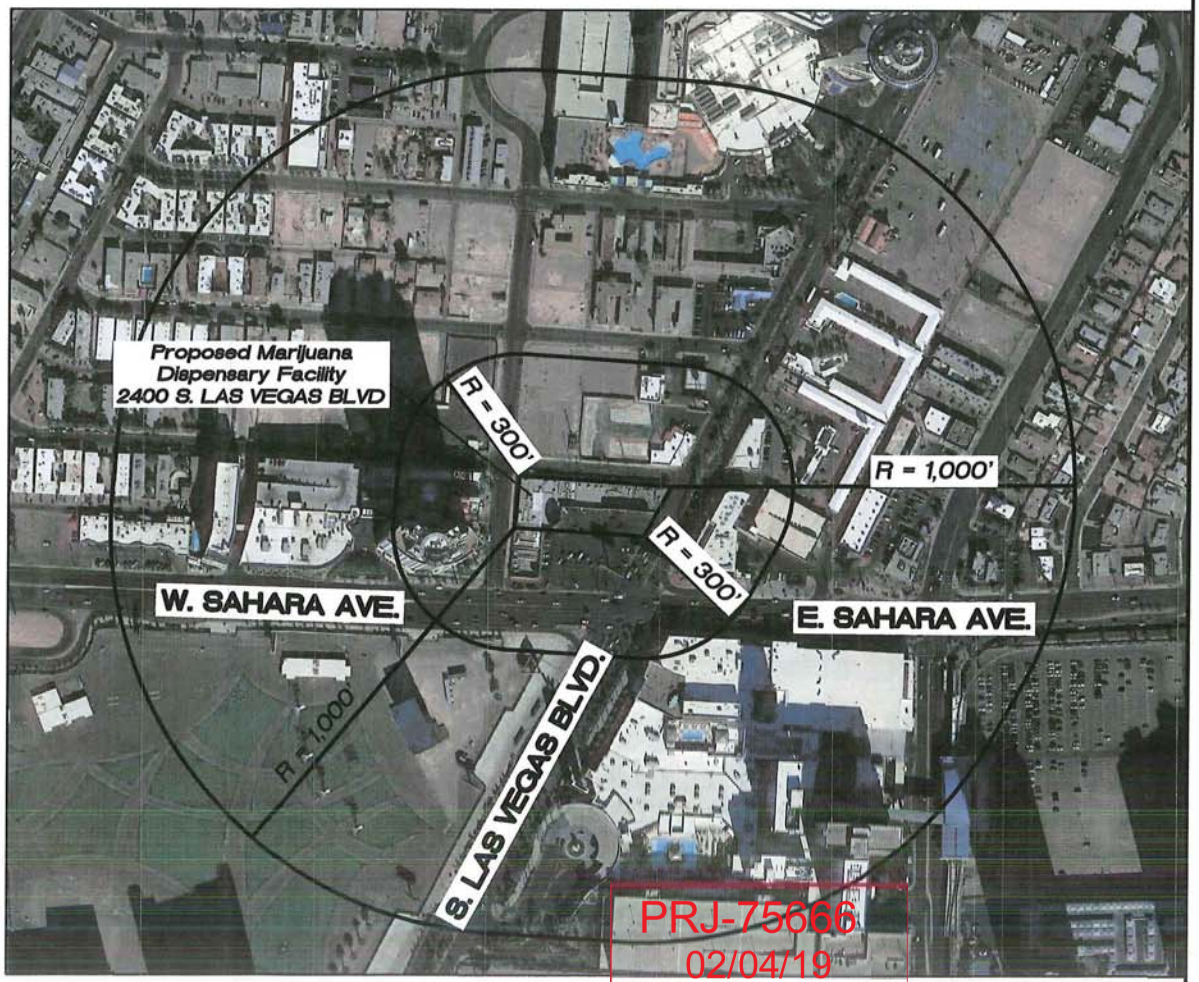
300 0 150 300

(IN FEET)
1 inch = 300 ft.



1/14/2019

Michael L Holton
Professional Land Surveyor
Nevada Certificate No. 13663
Expires: 06/30/2019



Separation Distance Survey for a Marijuana Dispensary. 2400 S. LAS VEGAS BOULEVARD

- Scale: 1" = 300'
- Current zoning classification: C-2 (General Commercial)
- Radius of Circle Shown = 1,000, AND 300 FEET.
- Center of radii are exterior property corners of the Proposed Establishment.

Pursuant to City of Las Vegas development code title 19, chapter 12, section 070 and NRS 453A AND 453D.

THERE ARE NO SCHOOLS LOCATED WITHIN 1,000' OF THE PROPOSED FACILITY.

THERE ARE NO INDIVIDUAL CARE CENTERS LICENSED FOR MORE THAN 12 CHILDREN, COMMUNITY RECREATIONAL FACILITIES (PUBLIC), CITY PARKS, OR CHURCHES/HOUSES OF WORSHIP LOCATED WITHIN 300' OF THE PROPOSED FACILITY.

PRJ-75666
02/04/19

HLS SURVEYING
800 N. Rainbow Blvd. #144
Las Vegas, Nevada 89107
(702) 415-8337

DATE	01/14/19
DRAWN	MLH
SURVEYED	MLH
CHECKED	MLH

SHEET NO. 1/1

SPECIAL USE PERMIT PACKAGE

FOR

BONANZA DISPENSERY

2400 SOUTH LAS VEGAS BLVD. LAS VEGAS, NV 89104

LEGAL DESCRIPTION

MEADOWS ADD RESUB BLK 1&9
PLAT BOOK 3 PAGE 40
PT BLOCK 1

PROJECT DATA

LOCATION: BONANZA DISPENSERY
2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

OWNER: BONANZA DISPENSERY

CODE ANALYSIS

1. CODE YEAR/TYPE:EXISTING BUILDING: APN: 162-04-812-002
2012 INTERNATIONAL BUILDING CODE (IBC) WITH LOCAL AMENDMENTS
2012 INTERNATIONAL FIRE CODE WITH LOCAL AMENDMENTS
2012 UNIFORM MECHANICAL CODE WITH LOCAL AMENDMENTS
2012 UNIFORM PLUMBING CODE WITH LOCAL AMENDMENTS
2011 NATIONAL ELECTRICAL CODE WITH LOCAL AMENDMENTS
2009 INTERNATIONAL ENERGY CONSERVATION CODE WITH LOCAL AMENDMENTS
2009 ICC ANSI A117.1 ACCESSIBLE AND USEABLE BUILDING AND FACILITIES
2. OCCUPANCY CLASSIFICATION (IBC CHAPTER 3): MERCANTILE
3. TYPE OF CONSTRUCTION: (IBC CHAPTER 6): V-B
4. FIRE SPRINKLERS (IBC 903, 903.3.3): YES NFPA 13
5. FIRE ALARMS (IBC 907)
6. HEIGHT (IBC 503-507& TABLE 503) – ACTUAL: 16'-0" ALLOWABLE: 40'-0"
7. STORIES (IBC 504.2 & TABLE 503) – ACTUAL: 1 ALLOWABLE: 1
8. AREA: (IBC 503-507 & TABLE 503) –ALLOWABLE 9,000 SQ FT. WITH INCREASE TO 36,000 FOR SPRINKLER SYSTEM PER IBC 506.3

BUILDING SIZE: 35,429 SQ. FT.
ACTUAL TOTAL: 35,429 SQ. FT.

9. OCCUPANT LOAD (IBC 1004, & TABLE 1004.1.2):
10. NUMBER OF EXITS (IBC 1015.1, 1021 & TABLES 1015.1,1021.1,1021.2)
11. FIRE-RESISTANCE RATING REQUIREMENTS (TABLE 601) PRIMARY STRUCTURAL FRAME
0 HR BEARING WALLS: INTERIOR
0 HR BEARING WALLS: EXTERIOR
0 HR NON-BEARING WALLS AND PARTITIONS: INTERIOR
0 HR FLOOR CONSTRUCTION AND SECONDARY MEMBERS
0 HR ROOF CONSTRUCTION AHND SECONDARY MEMBERS
12. PROTECTION OF OPENINGS DUE TO LOCATION ON PROPERTY AND MAXIMUM AREA OF EXTERIOR WALL OPENINGS. – (IBC 705.8 & TABLE 705.8) N/A
13. SPACES REQUIRING FIRE-RESISTANCE-RATED SEPARATION (IBFC 420,508,706,707,708,709,712) – N/A
14. NON-SEPARATED USES WITH REQUIRED CALCULATIONS – N/A
15. ROOF COVERING MATERIAL CLASS – CLASS 1

CODE COMPLIANCE: IBC 2012
TYPE OF CONSTRUCTION: V-B
FIRE SPRINKLERS: FULLY SPRINKLERED
LEVELS: 1
PROJECT LEVEL: 1
TYPE OF OCCUPANCY: M

LOBBY OCCUPANT LOAD
500 S.F. / 30 OCCUPANT LOAD = 17 OCCUPANTS
DISPENSERY SALES FLOOR OCCUPANT LOAD
1,200 S.F. / 30 OCCUPANT LOAD = 40 OCCUPANTS
STORAGE / VAULT OCCUPANT LOAD
620 S.F. / 300 OCCUPANT LOAD = 3 OCCUPANTS
OFFICE OCCUPANT LOAD
1,280 S.F. / 100 OCCUPANT LOAD = 13 OCCUPANTS
3,600 S.F. TOTAL FIRST FLOOR OCCUPANT LOAD = 73 OCCUPANTS

NUMBER OF EXITS
REQUIRED EXITS = 2
PROVIDED EXITS = 4
PLUMBING LOAD
TOTAL OCCUPANT LOAD: 73 OCCUPANTS =
PROVIDE 1 FIXTURE PER 25 FOR FIRST 50, 1 PER 50 FOR THE REMAINDER
REQUIRED: 3 TOILET FIXTURES AND 3 SINKS
PROVIDED: 3 TOILET FIXTURES AND 3 SINKS

NOTE:
PROJECT SHALL COMPLY WITH THE 2012 UPC, 2012 UMC, 2011 NEC, 2012 IECC, 2009 ICC A/17.1, AND THE SOUTHERN NEVADA CODE AMENDMENTS

SYMBOL LEGEND

FLOOR PLAN — DRAWING TITLE
SCALE: 1/8" = 1'-0" — DRAWING SCALE
1 / A0.01 TITLE — DETAIL TITLE
SCALE: SCALE — DETAIL SCALE
1 / A0.01 — WALL SECTION MARK
1 / A0.01 — SECTION DETAIL MARK
NUMBER — ELEVATION KEYS
0'-0" FF ELEV — ELEVATION MARK
1 TOP BOTTOM — DOOR NUMBER
ROOM NUMBER

SHEET INDEX

SHEET NUMBER	SHEET TITLE	DATE: 1.12.2019
	ARCHITECTURAL	
A0.01	COVER AND INFORMATION SHEET	●
A1.01	SITE PLAN	●
A2.01	OVERALL FIRST FLOOR PLAN	●
A3.01	ELEVATIONS / PHOTOS	●

PARKING ANALYSIS

PARKING REMAINS THE SAME
OCCUPANCY OR SIZE DOES NOT CHANGE
NO ADDITION PARKING REQUIRED

PARKING SPACES PROVIDED: 113 SPACES
H/C ACCESSIBLE SPACES PROVIDED: 4 SPACES

BUILDING CONSTRUCTION

1. ALL WORK, MATERIALS, METHODS ETC. SHALL CONFORM TO ALL APPLICABLE CODES AND ORDINANCES.
2. MATERIALS TO BE USED SHALL BE OF FIRST QUALITY, ALL WORK SHALL BE PERFORMED BY SKILLED TRADES IN A WORKMANLIKE MANNER.
3. CLEAN, PATCH & REPAIR ALL SURFACES DAMAGED BY DEMOLITION OR ALTERATION OF WORK AS REQUIRED, INCLUDING EXISTING FIRE-RATED ASSEMBLIES.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING AND PROVIDING ALL BUILDING MATERIALS & FINISHES NOT SPECIFICALLY ADDRESSED IN THESE PLANS.

DESCRIPTION

PROJECT: BONANZA DISPENSERY
2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

PROJECT TYPE: REMODEL

BUILDING OWNER: BONANZA DISPENSERY

APN: 162-04-812-002

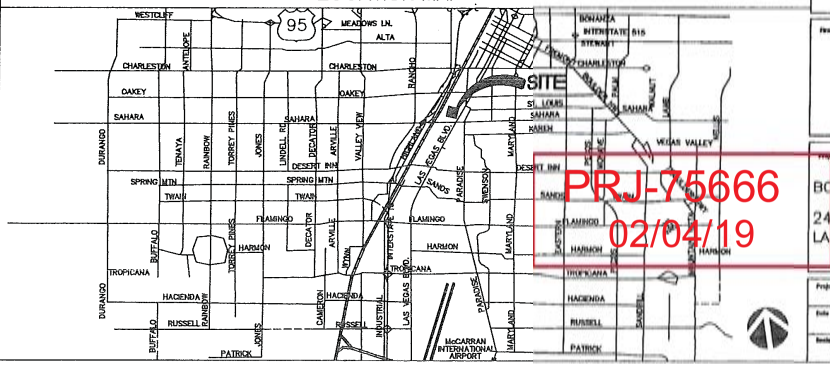
AREA OF IMPROVEMENT: 3,600 SQ. FT.

SCOPE OF WORK

SCOPE OF WORK: REMODEL EXISTING RETAIL AREA INTO A DISPENSERY FOR MEDICAL MARIJUANA.

THERE WILL BE A DISPENSERY IN THE FRONT PUBLIC AREA WITH RESTROOMS. THERE WILL BE STORAGE, A SAFE, AND BOH ITEMS IN THE REAR.

LOCATION MAP



PRJ-75666
02/04/19

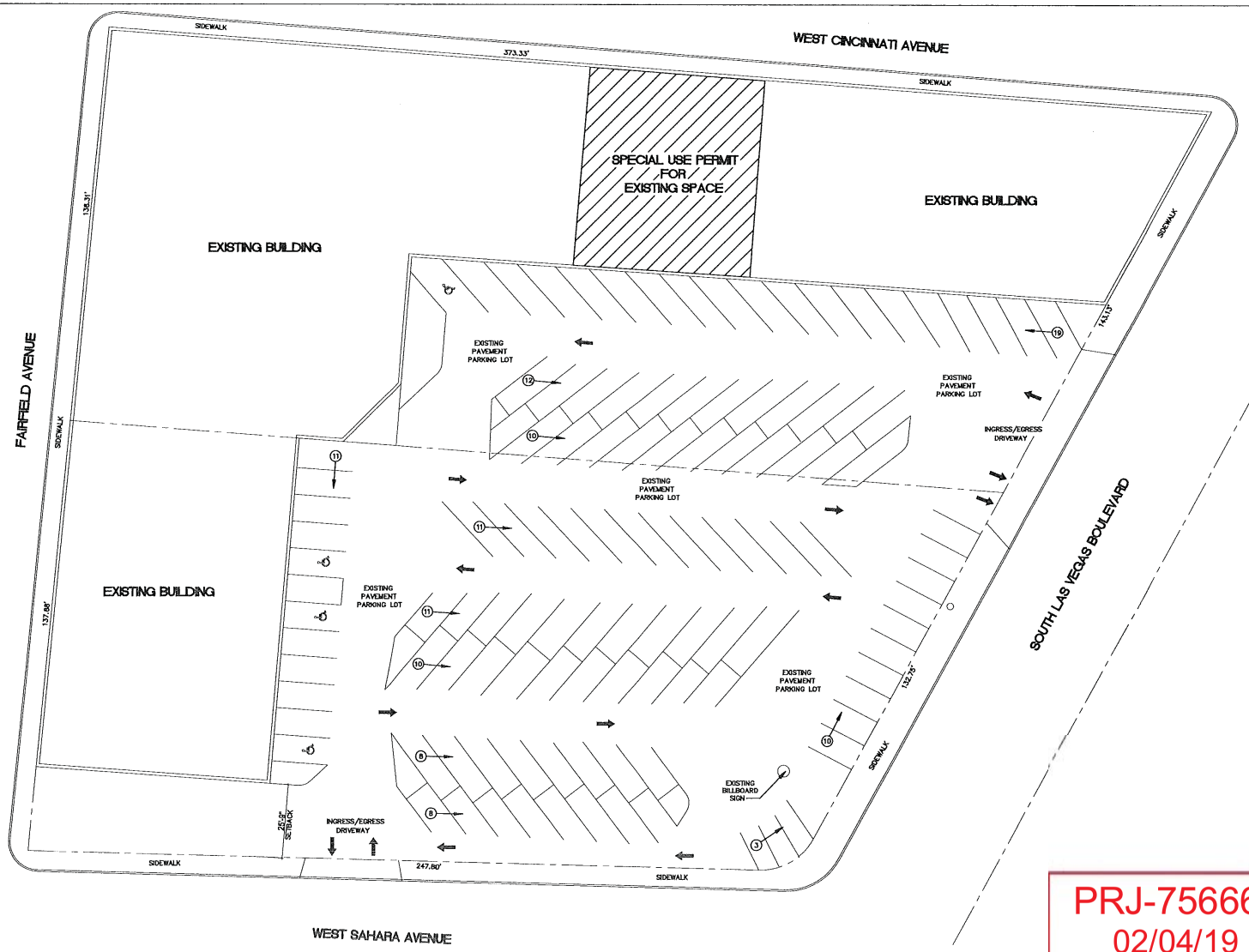
No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address
BONANZA DISPENSERY
2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

Project 2019-01
Date 1-12-2019
Scale AS NOTED
Sheet A0.01

City Council - Page 1100



PARKING SPACES PROVIDED: 113 SPACES

H/C ACCESSIBLE SPACES PROVIDED: 4 SPACES

1.10 ACRES 40% LOT COVERAGE

1 A1.01 SITE PLAN

SCALE: 1/16"=1'-0"

NORTH

PRJ-75666
02/04/19

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

BONANZA DISPENSERY

2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

Project 2019-01

Date 1-12-2019

Scale AS NOTED

Sheet A1.01



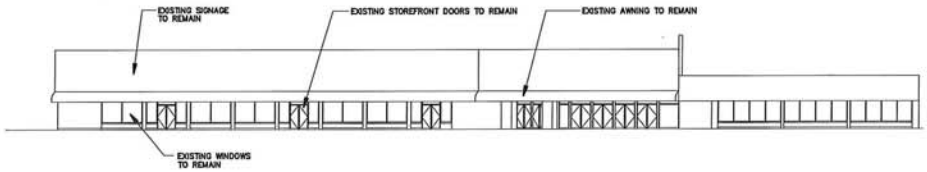
4 A3.01 **EXISTING NORTH SIDE ELEVATION**

SCALE: 1/16"=1'-0"



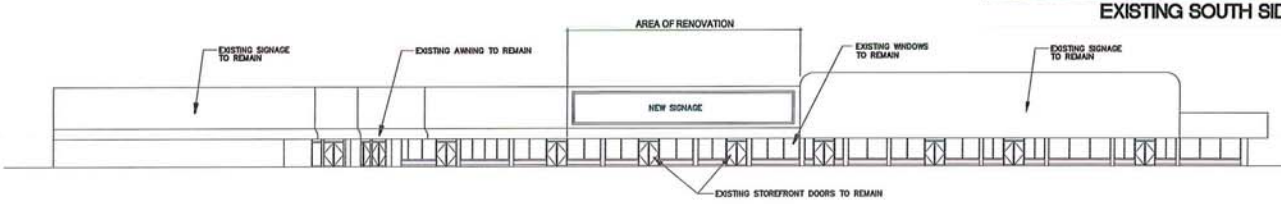
3 A3.01 **EXISTING WEST SIDE ELEVATION**

SCALE: 1/16"=1'-0"



2 A3.01 **EXISTING EAST SIDE ELEVATION**

SCALE: 1/16"=1'-0"



1 A3.01 **EXISTING SOUTH SIDE ELEVATION**

SCALE: 1/16"=1'-0"



EXISTING EAST SIDE ELEVATION



EXISTING SOUTH SIDE ELEVATION

No.	Revision/Issue	Date

Firm Name and Address

Project Name and Address

BONANZA DISPENSERY

2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

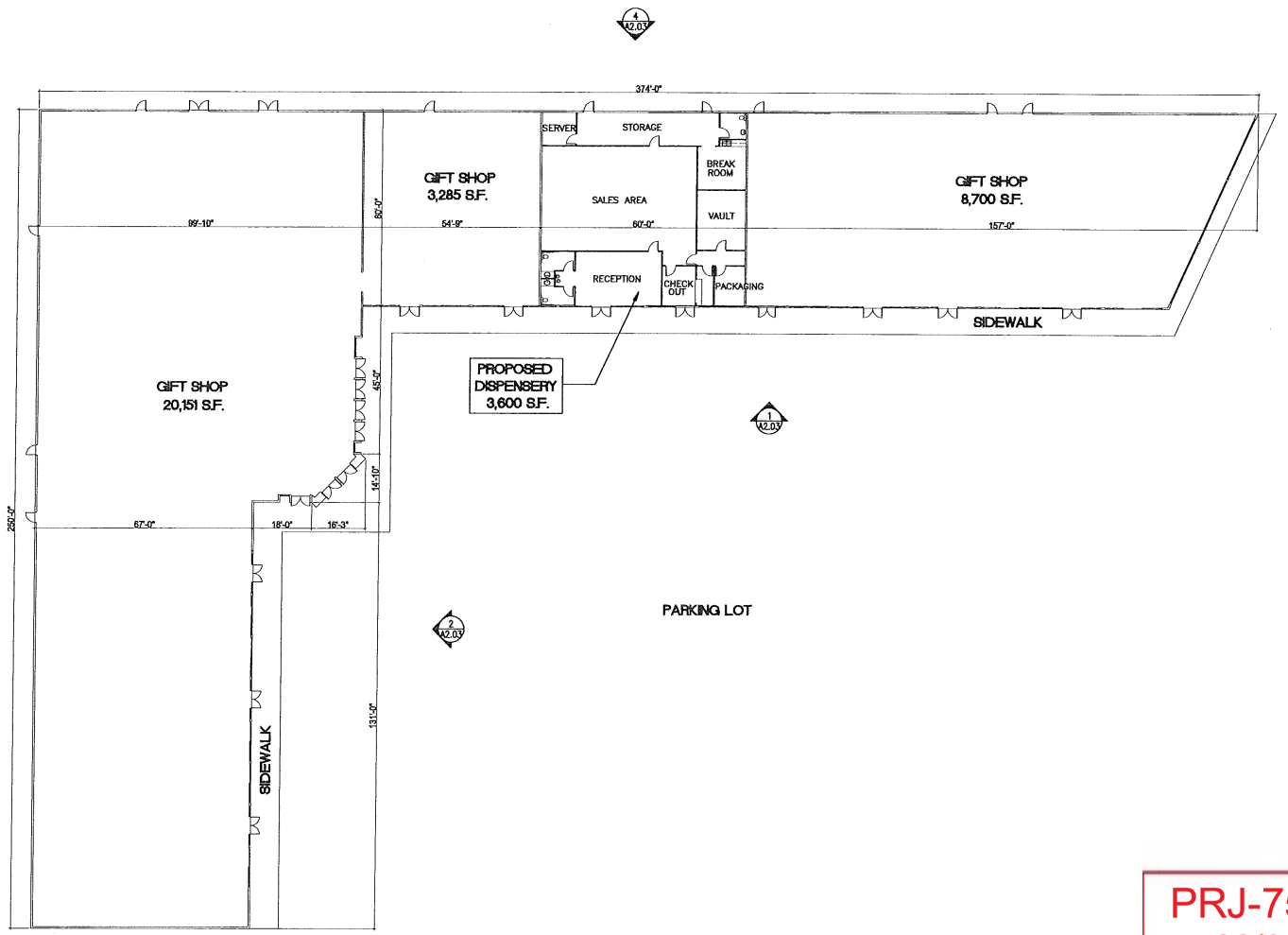
PRJ-75666
02/04/19

Project 2019-01

Date 1-12-2019

Scale AS NOTED

Sheet A3.01



1 A2.01 OVERALL FIRST FLOOR PLAN
SCALE: 1/16" = 1'-0"

35,429 TOTAL SQUARE FEET

NORTH

No.	Revision/Issue	Date

PRJ-75666
02/04/19

BONANZA DISPENSERY
2400 S. LAS VEGAS BLVD.
LAS VEGAS, NV 89104

Project	2019-01
Date	1-12-2019
Scale	AS NOTED

Sheet A2.01



SUP-75722 [PRJ-75666] - SPECIAL USE PERMIT - APPLICANT: CWNEVADA - OWNER: L'CHAIM 24 FREMONT PROPERTIES, LLC
2424 SOUTH LAS VEGAS BOULEVARD

02/07/19

City



SUP-75722 [PRJ-75666] - SPECIAL USE PERMIT - APPLICANT: CWNEVADA - OWNER: L'CHAIM 24 FREMONT PROPERTIES, LLC
2424 SOUTH LAS VEGAS BOULEVARD

02/07/19

City

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

JENNIFER LAZOVICH
jlazovich@kcnvlaw.com
702.792.7050

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

February 1, 2019

VIA UPLOAD

CITY OF LAS VEGAS
PLANNING DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter
Special Use Permit – Dispensary Relocation
APNs: 162-04-812-002 & 003

To Whom It May Concern:

Please be advised, this office represents CWNevada which operates an existing medical and retail dispensary known as Canopi at 1324 South Third Street (the "Applicant"). The dispensary is clean and safe and is in compliance with all state and local laws and ordinances.

The Applicant is seeking a special use permit to relocate the existing dispensary from its current location on South Third Street to 2400 Las Vegas Boulevard. The new location is on the northwest corner of Las Vegas Boulevard and E. Sahara Avenue and is zoned C-2. Existing driveways off Las Vegas Boulevard and Sahara Avenue will be used. A distance survey is included with this submission and shows that there are no protected uses within the required radius.

The new location will be approximately 3,600 square feet and will be located in an existing in line shopping center. Since the new location is in an existing shopping center, parking has already been provided and this use does not increase the amount of parking required. Therefore, no additional parking spaces are necessary. The Applicant will be taking over a portion of the existing gift shop square footage and will be creating a new stand alone tenant space within the northern building. The dispensary will have its own entrance and will comply with all security requirements. The Applicant will be seeking wall signage to identify its location within the shopping center.

Given that this location is zoned C-2 and is located in a heavy traffic and high commercial area, the request for a dispensary is appropriate and compatible.

PRJ-75666
02/04/19

Thank you for your consideration of this request.

Sincerely,

KAEMPFER CROWELL

Jennifer Lazovich

JJL/sfm

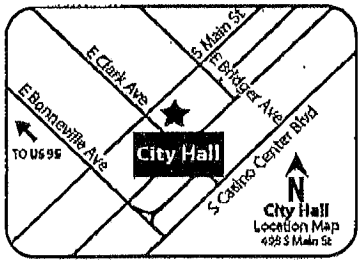
cc: Brian Padgett

PRJ-75666
02/04/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

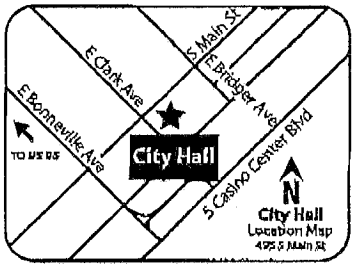
SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

RECEIVED
CITY CLERK
2019 MAY -7 A 7:24

PRJ-75666
16210114092
GOLAND FAMILY TRUST
YAACOV & NILI GOLAND TRS
1726 MICHAEL LN
PACIFIC PALISADES CA 90272-2037

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2019 MAY -1 A 10:22

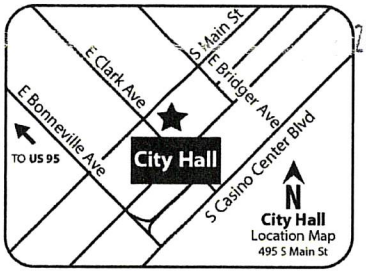
PRJ-75666
16204815262
MONTAGUE MARILYN R
200 W SAHARA AVE #2604
LAS VEGAS NV 89102-5082

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2019 MAY -2 A 11:50

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16210114254
WAITS BRUCE & RUTH
2912 S DETROIT AVE
TULSA OK 74114-5227

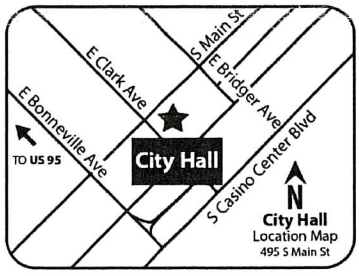
2 BRDGNP1 74114

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2019 MAY -2 A 11:50

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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City Council Meeting of **May 1, 2019**

PRJ-75666
16210114254
WAITS BRUCE & RUTH
2912 S DETROIT AVE
TULSA OK 74114-5227

2 BRDGNP1 74114

Absence 6/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

CAROL STREAM
IL 601
01 MAY '19
RECEIVED
CITY CLERK
2019 MAY 13 P 12:36

PRSRT
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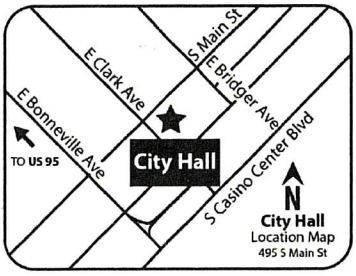
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16204815111
DUNN WALLACE E
561 W DIVERSEY #215
CHICAGO IL 60614-1682

28 BRDGNP1 60614

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

CAROL STREAM
IL 601
01 MAY '19
RECEIVED
CITY CLERK
2019 MAY 13 P 12:36

PRSRT
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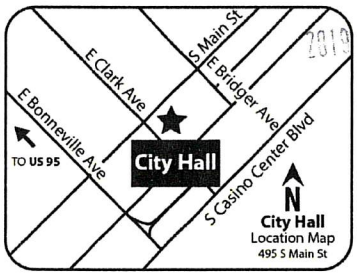
Official Notice of Public Hearing



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16204815111
DUNN WALLACE E
561 W DIVERSEY #215
CHICAGO IL 60614-1682

Submitted after final agenda

28 BRDGNP1 60614

CONNOR & CONNOR PLLC

ATTORNEYS AT LAW

2580 ANTHEM VILLAGE DR., HENDERSON, NV 89052

July 12, 2019

Reference No. 100.112

Via Email Only
Clark Natural Medicinal Solutions
Dr. Pejman Bady
2795 Brooks Ave.
North Las Vegas, NV 89032
pbady@me.com

Re: Distance Separation Requirements Adopted by Assembly Bill 533

Dear Dr. Bady,

Below you will find a description of the distance separation requirements recently adopted by Assembly Bill 533.

Assembly Bill 533 (AB533) Section 216.3 amended Nevada Revised Statutes (NRS) 453A.322 to include that no medical marijuana establishment located in a county whose population is 100,000 or more, may be located within 1,500 feet of an establishment that holds a non-restricted gaming license. **This amendment is currently in effect.**

AB533 Section 216.7 amended NRS 453D.210 to include that no marijuana establishment located in a county whose population is 100,000 or more, may be located within 1,500 feet of an establishment that holds a non-restricted gaming license. **This amendment will take effect on November 23, 2019.**

However, for both medical and adult use marijuana establishments, the establishments holding the non-restricted gaming license must have existed on the date on which the application for the proposed medical and adult use marijuana establishment was submitted to the Department.

Please be aware that these distance requirements are in addition to the previously adopted distance separation requirements contained within the Nevada Revised Statutes. Furthermore, medical marijuana establishments and adult marijuana establishments are required to comply with the distance separation requirements of the appropriate local jurisdictions.

Sincerely,

CONNOR & CONNOR PLLC

By: _____
KEVIN M. BRENNER, ESQ.

KMB/glg

Tel: (702) 750-9139

Fax: (702) 749-5991

Submitted at City Council
City Council - Page 1112
Date 7/17/19 Item 83
By: George GARCIA

GCGARCIA
A Planning & Development Services Corporation
1055 Whitney Ranch Dr., Suite 210, Henderson, NV 89014
Telephone: (702) 435-9909 Facsimilie: (702) 435-0457

286
+ 40
296

Marijuana Dispensary
At Las Vegas Blvd & Sahara
Petition in Support or Do Not Oppose

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NAME (print)	ADDRESS	SIGNATURE	DATE
Diana Suffold Cooks	1327 H. Bldg 1 #309	Diana Suffold Cooks	7/13/19
Chandler Cooks	1327 H St. Bldg 1 Apt. 309		7/13/19
Damian Herbert	3908 N. Carolina Moon ave		7/13/19
Nicholas Toscas	5182. Dillingham DR.		7/13/19
Johnathan Carpenter	4446 Mariana Cir.		7/13/19
Dignan Madison	460 Nellis Ave		7/13/19
Kelly McGaughey	2109 Ryan Ave	Kelly McGaughey	7/13/19
Tina Fails			7-13-19
Warren Stallion	401 East Charleston	Warren Stallion	7/13-19
Star Whitaker		Star Whitaker	7-13-19
Larry Edmonson	3201 S Mojave Rd		7-13-19
Michelle S. Garrison	4895 E. Carey Ave		
Eugene Edwards	3950 Mountain vista St.		7/13/2019
Brian Condon	2700 Las Vegas Blvd S. unit 3407		7/13/2019

Submitted at City Council
Date 7/17/19 Item 83
By: George Garcia

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NAME (print)	ADDRESS	SIGNATURE	DATE
Jessica Trujillo	8625 W Russell Rd #114	Jessica Trujillo	7-9-19
Taiyire Shahazz	9451 W Hacienda	T Shahazz	7-9-19
Krystal Chambers	7211 S. Las Vegas blvd.	K-Chambers	7-9-19
Gloria Smalaw	(M&M Soul Foods	[illegible]	7/9/19
DOT MAVER	Super Pawn 5471 BROOKDALE	Dot Maver	7/9/2019
Marley Entrada	Pacific Island taste 1128 Charleston	[illegible]	7-9-19
Bill Cerezo	O'Riely auto 2029 Charleston	[illegible]	7-9-19
Joseph Agliata III	10654 Angelo Tenerro AVE LV NV 89133	Joseph Agliata	7-9-19
Nina Cavanee	3684 Paradise Road G 1083	Nina	7/9/19
Melinda Dirks	2700 S. LV BLVD 89109	Melinda Dirks	7/9/19
Parisa Sahebi	2700 S. LV Blvd. 89109	P Sahebi	7/9/19
David Barnhill	2700 LAS VEGAS BLVD S. 3503 89109	[illegible]	7/10/19
Margarita Nelson	4521 E BONANZA BLVD 89110	[illegible]	07/10/19

13

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NAME (print)	ADDRESS	SIGNATURE	DATE
Shauni Davis	1101 Quartzite Ave	[signature]	7-16-19
Anthony Villa	4991 Pawnee Place	Anthony Villa	7-16-19
Kevin Roblek	10786 Avenzano St	[signature]	7/16/19
Daniel Chapman	1317 Charmast LN	[signature]	7/16/19
Kristin LaPreta	409 Antelope Way	[signature]	7/16/19
Mike Chinum	9611 Hawaiian Summer St.	[signature]	7/16/19
Taylor Tobin	2755 W. Pebble Rd #306	[signature]	7/16/19
Brandon Damman	3926 Ponderosa Way	[signature]	7/16/19
Jesse S. Lucero	3926 Ponderosa Way	[signature]	7/16/19
ANTHONY CANDITO	3926 PONDEROSA WAY	[signature]	7/16/19
Marie Hansen	4006 Cotton Seed Ct	Marie D Hansen	7/16/19
Carson Hansen	4006 Cotton Seed Ct	[signature]	7/16/19
Shelby Stanley	5237 Westleigh Ave	[signature]	7/16/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Anna Magnani	1225 Spring Breeze Cir. 89031		7.12.19
Lisa Vick	4033 Sun Stream CT, 89103	Lisa Vick	7.12.19
Eric Green	73 Alamere Falls Dr, 89138		7.12.19
Michael Sassano	9811 W. Charleston Blvd		7.12.19
Lewin Wilson	~~7345~~ 7344 Nautical St		7.12.19
Peter Haggerty	8811 Sandringham, Las Vegas NV		7-12-19
Daniel Swanson	4478 Willowhill ct LV. NV.		7.12.19
Jordan Anderson	1700 Alta Dr. Apt 2102		7/12/19
James Young	5419 W. Tropicana Ave		7/12/19
Shay Tainter	1608 Eagle Peak Way		7/12/19
Ryan Paton	3471 Birch Brook Ct		7/12/19
Sara Rose Kennedy	5471 Birchbrook Ct		7/12/19
Rachel Miller	1350 N Town Center Dr. Unit 2013 Las Vegas, NV 89144		7/16/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Shane Kennedy	10975 Royal Highlands St Las Vegas, NV 89141	[signature]	7/14/19
VALERIE M KENNEDY	11166 VILLA BELLAGIO DR	[signature]	7/15/2019
Joseph E. Kennedy	11166 Villa Bellagio Dr	[signature]	7/15/2019
NICOLE KRUCHTEN	8985 S DURANGO #1027	[signature]	7.15.19
Adam Watell	6230 McLeod Dr. Ste 100	[signature]	7/15/2019
Lori Reading	6230 Mcleod Dr. #100	[signature]	7.15.19
Crystal Campbell	1704 Crystal Ann Ave	[signature]	7/15/19
Sheena Soto	9750 Chang Ave	[signature]	7/15/19
Brandon Pierce	5250 Stewart Ave	[signature]	7-15-19
Hau'son Ellis	4740 Chino peak ct. LV, NV 89139	[signature]	7-15-19
John Tuvell	8235 River Rin Ct. LV, NV 89113	[signature]	7-15-19
Priscilla England	333 Mill Hollow Road	[signature]	7-15-2019
ARMIN LANGENEGGER	1104 Kilkerran Court	[signature]	7-15-2019

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NAME (print)	ADDRESS	SIGNATURE	DATE
Michele Thompson	4777 Thackerville	M. Thom	7/12/19
Jay Syre Webb	2020 Sun Ave #C	Jay Syre Webb	7/14/19
KATHRYN THOMPSON	4777 Thackerville	[illegible]	7/14/19
SAMUEL JENNINGS	8308 BISMARCK SAPPHIRE ST	[illegible]	7/14/19
ANTHONY NAPOLITANO	2018 CHAMPAGNE TOPAZ LN.	[illegible]	7/15/19
Jason Mathson	6230 McLeod Dr Ste. 100	[illegible]	7/15/19
Zachary LoBello	8550 W Desert Inn Dr	[illegible]	7/15/19
Jacob Silverstein	330 S 7th St	[illegible]	7/15/19
Lesley Martinez	6230 McLeod Dr. Ste 100	L. Martinez	7/15/19
Stephen Richards	2324 Sky Island Dr	[illegible]	7-15-19
Randy Eng	10853 Arrowhead Ave	[illegible]	7-15-19
Griffin Schiffer	2180 e warm springs	[illegible]	7-15-19
krystyna kwiatkowsk	5712 ROSE TIARA	K.K.	7/15/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
MIROSLAV TARACKI	170 ROLLING FIELDS CT, NV 89012	[signature]	
Kristin Ehasz	2244 Summerwind Cir 89052	[signature]	7.12.19
Jake Bennett	256 prudance ct 89074	[signature]	7-12-19
Joshua carrillo	3990 Las vegas BLV 89115	[signature]	7-15-19
Hau'son Ellis	4740 chino peak court LV, NV, 89139	[signature]	7-15-19
Michael Hernandez	8425 Aspenbrook Ave LV, NV 89145	[signature]	7-15-19
Odilia Station	4987 orinda circle 89120	[signature]	7-15-19
Stephan Nielsen	800s Bolling Rd Sp lw	[signature]	7-15-19
André Sullivan	830 Coastal Beach Rd. 89002	[signature]	7-15-19
Kate Sullivan	830 Coastal Beach Rd 89002	[signature]	7-15-19
Jeff Brohm	821 Coastal Beach Rd 89002	Jeff Brohm	7-15-19
[illegible] Aseto	~~9570~~ 9750 Cluny Ave	[signature]	7-15-19
Joseto Savelio	2150 E Warm Spring Rd. #2051	[signature]	7-15-19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Tyler Paterson	222 Karen Ave	[signature]	7/12/19
Jason Smith	5036 Wild Creek Falls Way	[signature]	7/12/19
[illegible]	5601 Mossman Ave.	[signature]	7/12/19
Cody Cunningham	5250 Stewart Ave	[signature]	7/12/19
Liam Crawley	3663 Algonquin DR	[signature]	7/12/19
Cory Harris	1312 So. 6th St.	[signature]	7.12.19
Wendy Gelbart	4921 Fiesta Lakes	[signature]	7.12.19
John Hesser	1438 Lorraine Ave #14	[signature]	7-12-19
Kellen Braddock	3041 Yankee Clipper	[signature]	7-12-19
Lille Allen	4595 Plum Island Ct	[signature]	7-12-19
Bill Land	2015 Blue Ribbon Dr.	[signature]	7-12-19
Matt Beach	1800 Green Valley Pkwy	[signature]	7/12/19
Katarina Simic	150 Las Vegas Blvd N.	[signature]	7/12/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Hector Marquez	2103 Western AV Pizza Daddys Delights	[signature]	7/10/19
Dawn Muedock	2020 Fire extinguish Service Western Ave	Dawn Muedock	7-10-19
Carlos Perez	2018 Janitorial Solutions Western ave	[signature]	7/10/19
Miguel Funes	1824 Franklin AV	[signature]	07/10/19
Cristian Ascencio	1934 Western Ave	[signature]	7-10-19
Rosy Lopez	2621 S. Highland	[signature]	7-10-19
[illegible]	2621 S Highland	[signature]	7-10-19
Matthew [illegible]	1231 [illegible] Park	[signature]	7-10-19
Alan Rosenthal	6824 Armstead St.	[signature]	7-11-19
Antonio Roybal	18 Pangloss ST	[signature]	7-11-19
Saman Kalantari	2700 Las Vegas Blvd.	[signature]	7/11/19
DAVID	2338 N GREEN Valley	[signature]	7-11-19
Miriam Robledo	7600 S Rainbow	[signature]	7-11-19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Sterling Tidwell	2416 Tam Dr.	[signature]	7/10/19
Danny Poretto	(CBD Stone) 306 9th Street LV. 89101	[signature]	7.10.19
Amber Deputy	10695 Dean Martin Apt 1203 Las Vegas NV 89141	[signature]	7/10/19
Claudia Peraza	10660 medicine bow St.	[signature]	7/10/2019
Claudine Cruz	3176 via Kellars	[signature]	7/10/19
Maria Nunez	1444 Briggs CT LV, NV 89110	[signature]	7/10/19
Takima Leeks	223 Fairway Woods Dr Las Vegas, NV 89148	[signature]	7/10/19
Patricia Garija	10464 Mulvaney circle Las Vegas NV 89141	[signature]	7/10/19
Kathy Schultz	133 Strone St. Henderson, NV 89012	[signature]	7/10/19
Garielle Martinez	10004 Lago de Coco Las Vegas NV 89148	[signature]	7/10/19
Lianna DeLaRiva	5956 magic oak St N. las vegas NV 89031	[signature]	7/10/19
FRANCO LEE	73 ANTIQUE GARDEN LV, NV	[signature]	7/10/19
Kenya Montes	5278 Lowell Ave LV, NV 89110	[signature]	7/10/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Travis Pozi	9901 W Sahara ave. 2009.		7.12.19
Lynn Blaylock	2700 Las Vegas Blvd.		7-12-19
Emily Mendoza	2700 Las Vegas Blvd		7.12.19
Lorenzo Macias	2700 Las Vegas Blvd		7.12.19
Joseph Ferrara	2700 Las Vegas Blvd		7-12-19
Maquan Thomas	1328 Silver Lake Dr		7.12.19
Kelvin Gordon	1909 Gregory St		7.12.19
Desirae Martin	1704 Fairfield ave		7-12-19
Javier Avalos	3431 Silver Dollar		
Shawntavia Hilliard	4995 S Maryland		7-13-19
Ricky Manning			7-13-19
Matthew Grover	4401 Doverplace L.V.		7-13-19
Devon Summers	3304 Calle de corrida LV NV		7-13-19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Ruby Gonzales	8370 St Rose Pkwy, Henderson, NV 89052	[signature]	7/10/19
Erich Forrer	2111 Industrial	[signature]	7/10/19
Samuel Sardarian	2201 Industrial Rd	[signature]	7/10/19
Belen Noriega-Palos	Hi Tech Auto	Belen Palos	7/10/19
Belen Noriega Palos Müller Construction	2133 Industrial Rd	Belen Noriega Palos	7/10/19
[illegible]	7-11 200 Boston ave	[signature]	7/10/19
[illegible]	1545 W. Oakey Blvd	Nathan Craig	7/10/19
Darby Chamness	1545 W. Oakey Blvd	Darby Chamness	7/10/19
Thania Mejia Romero	LED Wholesale 1523 W. Oakey Blvd	Amejia Romero	7/10/19
Maria Malaspina	9501 W. Sahara	[signature]	7/10/19
Paige Beltjens	699 Blue Barrel St	[signature]	7/10/19
Kristina Dulgarov	6494 Coffeeville Creek Dr	[signature]	07/10/19
Lili Luchkova	2103 Western Ave	[signature]	08/10/19

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A Planning & Development Services Corporation
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Marijuana Dispensary
At Las Vegas Blvd & Sahara
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NAME (print)	ADDRESS / Business	SIGNATURE	DATE
Margaret Presley	4006 Cotton Seed Ct NLV, NV 89031	Margaret Presley	7/8/19
Adam Mancebo	4006 Cotton Seed Ct NLV, NV 89031	[illegible]	7/8/19
Hiran	4052 S. Main St	[illegible]	07/09/19
Cindy Wang	Paradise Massage 2221 Paradise	[illegible]	07/09/2019
Geri Robinson	2211 Paradise Rd.	[illegible]	7/9/19
Samuel S. Anton	Samuel S Anton lawfirm	Samuel S Anton	7/9/2019
Skyler Armstrong	2213 Paradise Rd/State Farm	[illegible]	7/9/2019
Jeff Won	2213 Paradis Rd/State farm	[illegible]	7-9-19
Jonah Hagan	2213 Paradise Road/State farm	[illegible]	7-9-19
Nancy Kim	2213 Paradise Rd.	[illegible]	7/9/19
Majid Daneshforouz	2201 Paradise Rd.	[illegible]	7/9/19
Ray Johnson	2120 Paradise Rd House of Silk	[illegible]	7/9/19
Samantha Dixon	2140 paradise rd	[illegible]	7/9/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Juan Sandoval	573 River Bed St.	[signature]	21/12/2019
George Glasper	6925 Singing Dunes Lane	[signature]	07/16/2019
Johnson, Shay	2151 Citrus Ave 89106	[signature]	7/16/2019
Samantha Stair	3425 W Rush Ave 89141	[signature]	7/16/2019
Jeffrey Mathis	2915 Dodi Crane	[signature]	7/16/2019
Detric Cullins	6411 Rosemount Ave	[signature]	7/16/91
Jamar Morris	1827 W Gowan 89032	[signature]	7/16/19
Norene Shaw	1827 Gowan	[signature]	7/16/19
Kaitlyn Hansen	4006 Cottonseed Ct	Kaitlyn C Hansen	7/16/19
Nathaniel Pleasant	5150 Spyglass Hill dr.	[signature]	7/16/19
Pejman Baby	2700 Las Vegas Blvd #2709	[signature]	7/16/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
DUVAL Marlene	2700 LASVEGAS BLVDS # 402	[signature]	7/10/19
STEPHAN LEE	3466 LORILOU LANE	[signature]	7/10/19
RAPHAEL ARVICI	9028 Cypress point	[signature]	7/10/19
Marianne Hawthorne	322 W. SAHARA (CARRIONI)	MARIANNE HAWTHORNE	7-10-19
Jelani Daniel	322 W. Sahara (CARRIONI)	[signature]	7-10-19
Brad Andrews	5600 Boulder Highway B308	[signature]	7-10-19
Alan Emben	2728 Wirelscrime Ave	[signature]	7-10
JOE GIANNONE	200 W. SAHARA #604 (Fuego)	[signature]	7-10
Joe Falcio	7950 W FLAMINGO	JOE FALCIO	7-10
Frank Cullotta	850 E. Desert inn	Frank Cullotta	7/10
Kim Palmer	7363 Rising Port	KPalmer	7/10
		(The Mint) BAR	7/10/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Jose Luis González	2202/Paradise Rd/711 Seven 11	[signature]	9/9/19
Anthony McGarry	2202/Paradise 7/11	Anthony McGarry	9/9/19
Angela Quenga	2210 Paradise rd-Bourbon Street	[signature]	09/9/19
Tirrell Nunez	2109 Belmont St	[signature]	7/9/19
Aaron Agee	2222 Paradise Rd	[signature]	7/9/19
[signature]	2246 Paradise (Burbon St)	[signature]	7/9/19
Chriss McKissick	2427 Las Vegas Blvd. wallgren	Chriss McKissick	7/9/19
Roijan Balderas	1600 Palmales St wallgren	[signature]	7/9/19
Cherry Schuler	2429 LAS VEGAS BLVD	[signature]	9/9/19
RAYDER SCONCE	2310 S. Las Vegas Blvd Golden Skull Tattoo wallgren	[signature]	9/9/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
MIRANDA A.	2310 S. LV BLVD. Diversity (Circle K)	Miranda	07.09.19
LEILANI C.	2308 S. Las Vegas BLVD		07-09-19
Sherry J	2308 S. LV BLVD (Circle K)	Sherry	7/9/19
Robyn Bevan	elite premia Taxis	Robyn Bevan	7-9-19
Eva Salazar	5 dollar Cafe 2200 Las Vegas Blvd 89104		7-9-19
Lillian Thy	2207 LAS VEGAS BLVD Little Vegas Chapel		7/9/19
Jazz W.	515 S. 13th Ste	Jwilliams	7/9/19
Kaylla Brady	2211 S Las vegas NV		7/9/19
Ashley Hernandez	4330 Melrose Ave		7/9/19
Tyler Leonard	7000 S. Paradise Rd	Mora Lemond	7/9/19

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NAME (print)	ADDRESS/Business	SIGNATURE	DATE
Gregg Grant	5150 Spyglass Hill Dr Storegate apt.	[signature]	7-10-19
aldo avalos	6908 Cherry Grove Ave	[signature]	7/10/19
HADDEE MARTINEZ	5748 CHRISTY LN Window Tint Sahara	[signature]	7/10/19
Albert Anthony	4225 E Sahara Nue Car Port Car Parts	[signature]	7/10/19
TERRY GATES	2650 S. MARYLAND	[signature]	7/10/19
Martha Munoz	2649 S. Maryland	[signature]	7/10/19
Cheliese Mossett	557 Ellen Way	[signature]	7/10/19
Maria Navarrete	4108 N. Decatur Blvd	[signature]	7/10/19
Arturo Salas	3213 outrider ct.	[signature]	7/11/19
Michelle Smith	4774 Valley Side	[signature]	7.11.19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Brenyon Lindsey	4485 Penn Wood HVe	[signature]	7/13/19
Samuel Caldwell	8452 Boseck Dr UNIT 203	[signature]	7/13/19
Michelle Medrano	2801 Wyandotte St. #24 LVN 89102	Michelle Medrano	7/13/19
Zarnae Lemmons	301 Orland st #29	[signature]	07/13/19
Christian Person	4505 Paradise RD	[signature]	07/13/19
FRANCIS MANGUBAT		[signature]	07-13-19
Jennifer Dunn	7230 Las Vegas Blvd S #107	[signature]	7/13/19
Richard Martinez	~~4505~~ 945 6422	[signature]	7/13/19
DeAndre Smith	2655 E Deerspring Way	[signature]	7-13-19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Aviteza Williams	5005 North Las Vegas	[signature]	7.10.19
Sharese Long	6055 N Poor Riley St 89145	[signature]	7.10.19
Jasmine Smith	735 Elliot Peak Ave 89183	J Smith	7.10.2019
Amanda Renteria	1911 McMurray Dr. Pahrump NV 89060	[signature]	7-10-2019
Tiffany Watson	11173 Sundad St. Las Vegas NV 89179		7.10.19
Lizette Espinoza	6550 Monterey Vista Ct Las Vegas NV 89156	Lizette Espinoza	7.10.19
Andrea Sandoval		Andrea Sandoval	07.10.19
tymiah mitchell	2675 S. Nellis Blvd #1009	tymiah mitchell	07/10/19
Christine P. Etheridge	11231 Hibron Pl #202	[signature]	7/10/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Avi Kaplan	230 E Flamingo #334		7/12/19
Coty Evans	9412 Players Canyon		7/16/19
Heather Harmon	5446 Spencer St		7/16/19
Tim Barnett	900 S 1st St		7.16.19
NICHOLAS ACHOR	901 FREMONT ST		7.16.19
FRANKIE CARRIO	5035 E. RUSSELL RD.		7/16/2019
Tony Dodge	1714 Millstream Way		7/16/2019
Kalani wright	221 S 10th St		7.16.19
NICK MSARTOS MD	2960 Augusta Dr		7/16/19
	LV NV 89109		
Pouya Mohajer	2700 Las Vegas Blvd S Unit 3311 Las Vegas NV 89109		7/16/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Hoa Essom	3373 Wynn RD, 89102		7/16/19
Mike Hutchinson	3373 Wynn RD. 89102		7/16/19
Jesus M. Quinones	3635 Pimento st 89032		7/16/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Kimberly Caguitla	3017 Blush Noisette Ave 89031		7/11/19
Alicia Eunice	6324 Elman Wy 89107		7/11/2019
DreAnna Darling	4784 Belshire Dr. 89147		7/11/2019

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NAME (print)	ADDRESS	SIGNATURE	DATE
Theresa Huffaker	6250 W. Arby Ave.	Huffaker	7/11/19
GLADYS J HUFFAKER	6250 W. Arby Ave	Gjhuffaker	7/11/19
Armando Lara	6250 W ARBY ave		7/11/19
Ashley M Love	4592 Laguna Vista St.	Ashley M Love	7/13/19
Laurie R. Love	4592 Laguna Vista St	LR Love	7/13/19
TIMOTHY HUFFAKER	1111 N. LAMB BLVD.	T. Huffaker	7/14/19
Daniel Fox	5816 Knight Ave.	Daniel Fox	7/14/19
Jennifer Hardin	1278 Capitol Cairn #3	J Hardin	7/14/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Claudia Molina	2519 Glory View Ln		7/15/19
Luis Ramirez	6656 Silverstream		7-15-19
Nadira Quezada	3760 Hollycroft dr.		7.15.19
Josef Salazar	8509 Chapman Ravine		7.15-19
[illegible]	788 Wind Drift Pl		7/15/19
Albert Cortes	3510 Nestled Oak		7/15/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Maria Navarrete	4108 N. Decatur Blvd		7/13/19
Jesse Ibarra	4108 N. Decatur Blvd		7/13/19
Luz de Maria	Salinas 4108 N Decatur St		7/13/19
Linda Ibarra	2083 Donna		7.15.19.
Nelly B Perez	718 Turtleback Dr.		7/15/19
Chandra T. Cola	3300 East Charleston		7-15-19
Carlos Ramirez	5350 cedar Ave		7/15/19
Gina Prado	3518 adium point LN		7/15/19
Natica Breaux	6112 Stafrance Ct		7.15.19
Gabriel Salazar	3913 Prescott Pines St Unit 103		7-15-19
Sofia Navarrete	3870 Nestled Oak Ave.		7-15-19
Alva Avila	1492 N. Lamb Blvd 2045 89110		7-15-19
Abel Reyes	5345 Tribute In		7-15-19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Valeria C. McKeough	—	Valeria C. McKeough	13 July 2019
Marcus Miller		Marcus Miller	7-16-19
[illegible]	—	[illegible]	7-16-19
Ashwell Boyd	—	[illegible]	7/16/19
Gabriel Bass		[illegible]	7/16/19
[illegible]	—	[illegible]	
Laura Pairman	—	Laura Pairman	7/16/19
Brian Stanley		[illegible]	7/16/19
Judy Tozier	—	Judith Tozier	7/16/19
Luis Ruelas		[illegible]	7/16/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Jesse Hesmondalf	1110 Redwood Street		7-15-19
James Blackwell	2630 Sherwood St		7-15-19
Felicia Whisenant	8455 Sahara		7-15-19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Chad Pierce	525 E St Louis Ave		7-15-19
Ma. Lourdes	1922 Fairfield Ave,		7/15/19 NO.
Luz E. Conde	1655 E. Sahara Ave	Luz E. Conde	7/15/19 yes
Ma Evelyn Suga	2255 E. Sunset	Suga	7/15/19 NO.
Jennifer DAUGHERTY	6666 West WASHINGTON Ave 89107		7/15/19 yes
Oscar Castillo	1568 Lake Mead Ave		7/15/19 yes
GLADIOLE I. GALLARDO	3956 SPRUCE FERN LN	gigallardo	7-05-2019 yes
MARITZA HERNANDEZ	920 DESERT OAK #C		7-15-19.
Carmenica Rojer	4640 Vegas Valley Dr.	Carmenica Rojer	7/15/19 yes
ESPERANZA LACAYO			NO
Amelia Aquino	5253 Monterey Park CIR Las Vegas NV	Aquino	7/15/19 yes
Ann Spencer	5905 Iris Ave		7/16/19
Nieves Alvarez	2155 Webster St #A NLV NV 89030		7/16/19

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NAME (print)	ADDRESS	SIGNATURE	DATE
Kimberly S.	2675 S Nellis Blvd. Apt 3.	[signature]	07/13/19
Alicia G.	3150 S Decatur	[signature]	07-13-19
[illegible]	Halcom Ave.	[signature]	07-13-19.
Laura dela Piña	6680 Frances Celia Ave.	[signature]	07-13-19
Alicia Ferrer	Texford Drive, Las Vegas NV	[signature]	07-13-19
Blanca Soria	3859 King Palm Av. N.V. 89115	[signature]	07-13-19
Evelyn Corpus	511 E. Sahara Ave N.V 89104	[signature]	07-13-19
Lidia Martinez	3242 SAVAHI ST UNITS	[signature]	7-13-19
Jose Sevilla	408 Madison AV #4 L.V. NV 89104		07-13-2019.
Beatriz Rocha	2039 Dry Falls	[signature]	07-13-19
ROSENDO UMALI	7612 CRUZ BAY CT. LV, NV 89128		07-13-19
Amy Smith	955 E Twain Ave Las Vegas NV 89169		07-13-19
Mabel Quintanilla.	1348 Fraya dr las Vegas nv 89119		7-13-19

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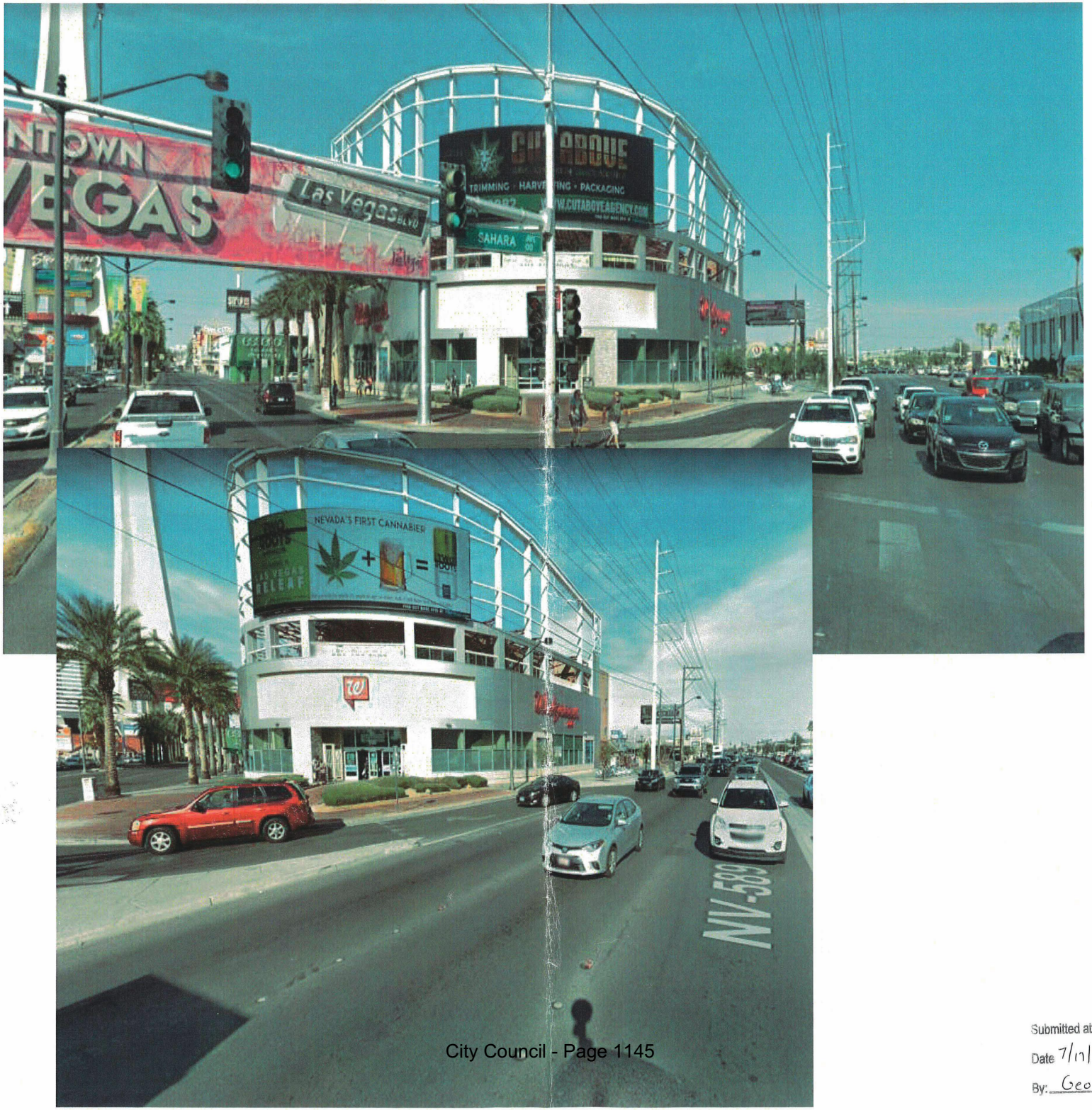
NAME (print)	ADDRESS	SIGNATURE	DATE
NORMA CASTIL	240 W Saint Louis ave. 1	[signature]	7/13/2019
ANA MARIE ROLDAN	9284 BLACKWOLF AVE	[signature]	7-13/2019
Rosario Yanez	3601 E Wyoming pkwy 252 LVNV		7-13/2019
Norma Marquez	1629 Sand glass Ave. N Las Vegas NV 89032	[signature]	7 13-19
Pedro Alvarez	3838 Wester		7-13-19
Lynn Armstrong	714 E Nelson Ave #E NLVN 89030	[signature]	7-13-19
Mary Rivera	6505 Hyde Ave.	[signature]	07-13-19
Sarahi Gurrola	2362 N Green valley Pkwy	[signature]	7.13.19
Kalen Ballester	511 E Sahara ave Apt B202	[signature]	7-13-19
Juan Pablo	1808 FARDFIELD AV	Juan P Hernandez	7-13-19
Adolfo Rivera	3648 Kolendo CT. APT. A LV. NV 89103	[signature]	7-13-19
Lucio Grandall	8205 Cavanaugh Ave 89129	[signature]	7 13 19
Jhorence Reyes	210 W. BALTIMORE AVE.	[signature]	7.13.19

GCGARCIA
A Planning & Development Services Corporation
1055 Whitney Ranch Dr., Suite 210, Henderson, NV 89014
Telephone: (702) 435-9909 Facsimilie: (702) 435-0457

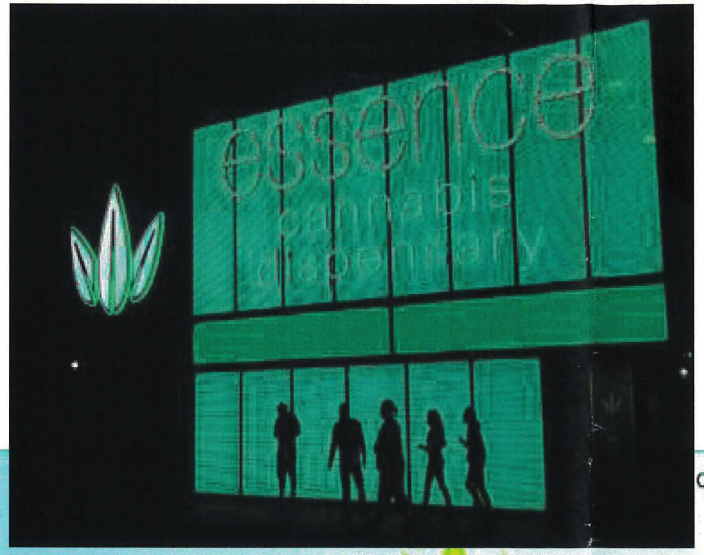
Marijuana Dispensary
At Las Vegas Blvd & Sahara
Petition in Support or Do Not Oppose

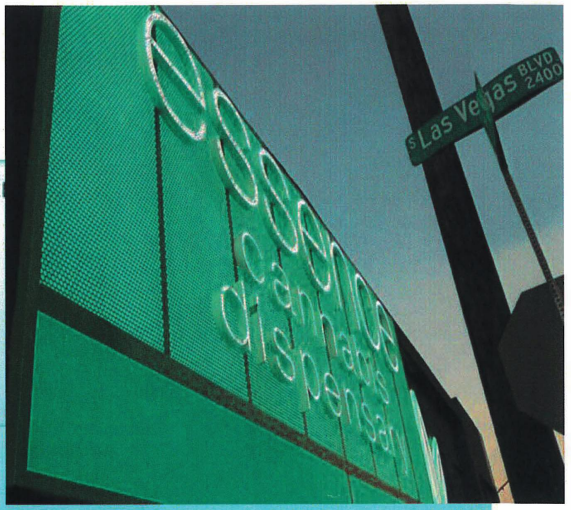
We the undersigned support, or do not oppose, the proposed new business tenant at the corner of Las Vegas Blvd & Sahara for a Marijuana Dispensary (Medical & Recreational). This location will serve tourists as well as the local community. The dispensary will begin the revitalization of this gateway shopping center. The Dispensary will boost the local economy with new customers, increase property values, creation of construction and permanent jobs and add a source of increased tax base for the city and state.

NAME (print)	ADDRESS	SIGNATURE	DATE
MARILINA	313 W. Cincinnati Blvd.	MSobanga	7-13-19
Regina Austin-Williams	1408 Margaret Ave	Regina Austin-Williams	7.13.19
Martha Castillo	4144 Tilly Ave.	Martha Castillo	7-13-19
DAVID MARTINEZ	3015 LA CANADA STREET	David Martinez P.	7-13/19
ROSANNE GALINDO	7184 CLEARWATER AVE Las Vegas NV 89147		7-13-19
RODOLFO ROBLIN JR	1301 SWEENEY AVE. LAS VEGAS, NV 89104		7-13-19
TERRY FROMME	1624 PALM ST #103 L.V. N.V. 89104	Terry Fromme	7-13-19
Desiree Anne Barquin	4538 Lime Straight Dr Las Vegas, NV 89115		7-13-19
David Sosa	3859 Rising palm Dr Las Vegas NV 89115		7-13-19
Gustavo Salvatierra Reyes	1401 N. Lamb Blvd NV 89115		7-14-19
Justin Mitchell	2500 STILES AVE NV 89104		7-14-19
Rosalinda Baeza	711 E. Sahara Ave Apt 1103 Las Vegas 89104		7-14-19
Yvette D Said	3165 Cardinal Ln Las Vegas NV 89121		7-15-19



Submitted at City Council
Date 7/17/19 Item 83
By: George Garcia


essence
cannabis
dispensary

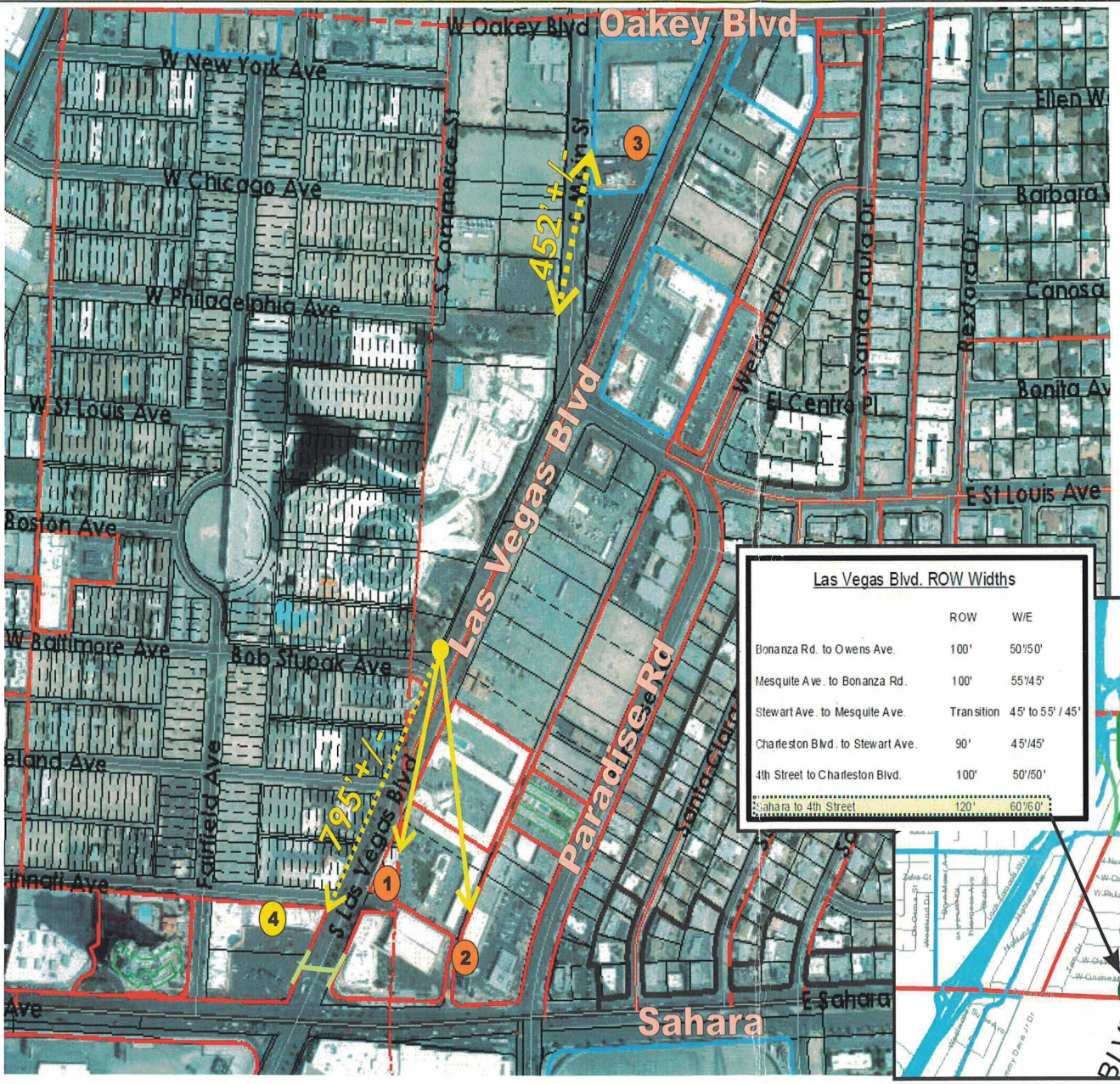

Las Vegas BLVD
2400
essence
cannabis
dispensary

CONTACT
KNOWLE
HOME
LOCATIONS
SHOP
essence
cannabis dispensary
MENU
DEALS
BLOG
VISIT THE ONLY DISPENSARY
ON THE LAS VEGAS STRIP
SHOP NOW
essence
cannabis
dispensary
essence
cannabis
dispensary


Strip Gun Club
FUN CITY
essence
cannabis dispensary
RIGHT LANE MUST TURN RIGHT
BUSES EXEMPT
2307
ENTRANCE
Las Vegas BLVD
2400
Cincinnati Ave

Las Vegas Blvd & Sahara
Dispensary Establishments Existing & Proposed

GCGARCIA
A Planning & Development Services Corporation
June 2019



1 **Essence Dispensary**
2307 S. Las Vegas Blvd

2 **ReLeaf Dispensary**
2244 Paradise

3 **Blackjack Collective**
1736 S. Las Vegas Blvd

4 **Canopi (Proposed)**
2424 S Las Vegas Boulevard

Las Vegas Blvd Designated a Primary Arterial at 120'

Las Vegas Blvd. ROW Widths

	ROW	W/E
Bonanza Rd. to Owens Ave.	100'	50'/50'
Mesquite Ave. to Bonanza Rd.	100'	55'/45'
Stewart Ave. to Mesquite Ave.	Transition	45' to 55' / 45'
Charleston Blvd. to Stewart Ave.	90'	45'/45'
4th Street to Charleston Blvd.	100'	50'/50'
Sahara to 4th Street	120'	60'/60'



Distance from other locations: 1 550'+/- 2 723'+/-

Submitted at City Council
Date 7/17/19 Item 83
By: George Garcia

6/18/2019

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CITY CLERK

2019 JUN 18 P 12:43

Dear City of Las Vegas,
On behalf of

L'Chaim Western Supply
L'Chaim Western Village LLC
L'Chaim Fremont Associates LLC
New El Portal LLC
G & G Fremont LLC

We all approve: SUP 75722 PRJ 75666

for CN Nevada application being heard 6/19/19.

Thank You,

Haim Gabay
6130 W. Flamingo Rd #402
Las Vegas, NV 89103

6/18/2019

RECEIVED
CITY CLERK

2019 JUN 18 P 12:43

To Whom it May Concern,

On behalf of my companies in City of Las Vegas,

EDM Western Supply LLC
Crazy Ely Western Village LLC (2 locations)

We approve the passing of SUP 75722 PRJ 75666 at 2400 Las Vegas Blvd S, Las Vegas, NV 89104.

Thank you,

Mali Gabay

ity of Las Vegas
)ffice of The City Clerk
95 South Main Street, 2nd Floor
.as Vegas, Nevada 89101

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2019 APR 24 P 5:27

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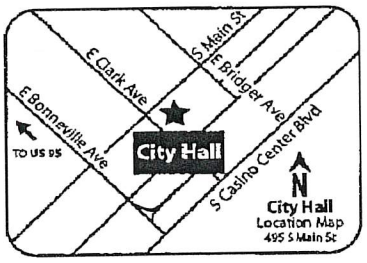

PRJ-75666
16204815022
SMITH LARRY KIM
7510 APPLEGATE DR
HELENA MT 59602-8195

' you wish to file your protest or support on this request, check the ppropriate box below and return this card in an envelope with postage to the ffice Of The City Clerk at the address listed above or fax this side of this ard to (702) 382-4803. If you would like to contact your Council epresentative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

lease use available blank space on card for your comments.
UP-75722 PRJ-75666
ity Council Meeting of **May 1, 2019**

32 BRDGNP1 89502

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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PRJ-75666
16210114264
BERLINER I Y & R P REV LIV TR
BERLINER MYRON & LILI SHI
800 AQUITAINE CT
LAS VEGAS NV 89145

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

Submitted after final agenda
Item 77

139 BRDGNP1 89145

City of Las Vegas
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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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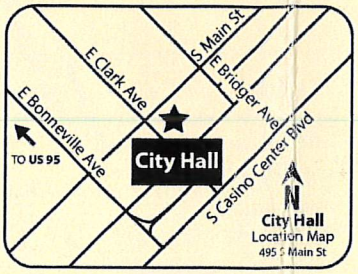
2019 APR 25 A 11:50



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16203411006
MOFFATT FAMILY TRUST
MOFFATT JOIANNE TRS
3101 PLAZA DE ERNESTO
LAS VEGAS NV 89102-4022

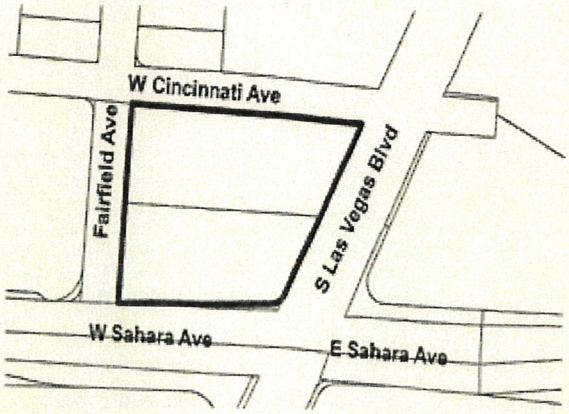
89 BRDGNP1 89102

Application Information

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

The whole area is full of dispensaries
why do we need another one?
I cannot imagine why the Strat -
think this is good

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	May 1, 2019
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 A.M.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.**

Apr. 23. 2019 9:46AM No. 3341 P. 1/1

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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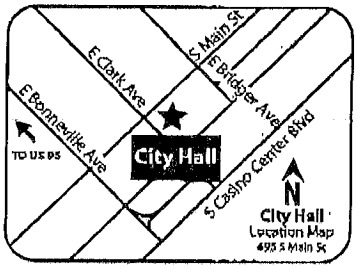

Too Close to Residential
427 units negatively
impacted

PRJ-75666
16204815419
WELLS RICHARD TRUST
WELLS RICHARD TRS
200 W SAHARA AVE #3907
LAS VEGAS NV 89102-5095

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

We Already have one within 500 feet of This one

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2019 APR 23 P 1:13

ity of Las Vegas
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.as Vegas, Nevada 89101

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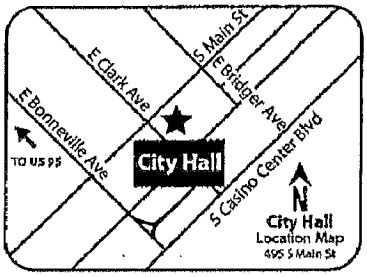

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

lease use available blank space on card for your comments.

UP-75722 PRJ-75666
ity Council Meeting of **May 1, 2019**

PRJ-75666
16204710084
WHITNEY INVESTMENTS L L C
P O BOX 777325
HENDERSON NV 89077-7325

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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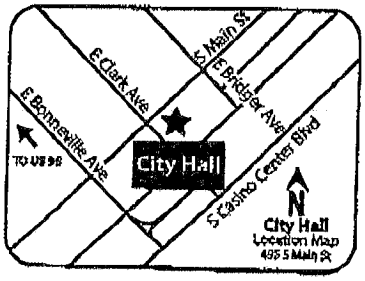

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114380
R A A M C O L V L L C
2747 PARADISE RD #2101
LAS VEGAS NV 89109

101 89109

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 APR 23 P 1:12

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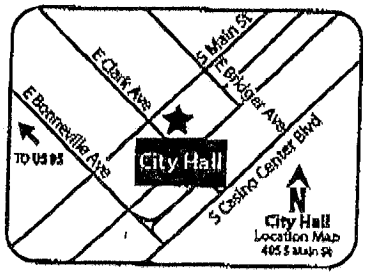

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114364
R A A M C O L V L L C
2747 PARADISE RD #2101
LAS VEGAS NV 89109

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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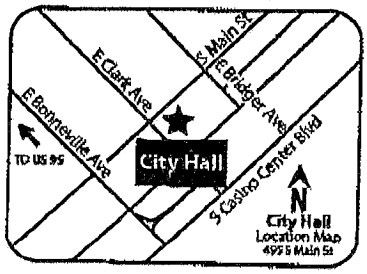

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114371
RAAMCOLVLLC
2747 PARADISE RD #2101
LAS VEGAS NV 89109

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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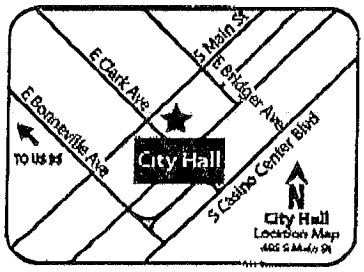

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114238
R A A M C O L V L L C
2747 PARADISE RD #2101
LAS VEGAS NV 89109

101 89104-1809

City of Las Vegas
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Las Vegas, Nevada 89101

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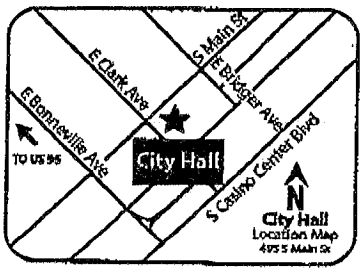

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114259
RAAMCOLVLLC
2747 PARADISE RD #2101
LAS VEGAS NV 89109

101 89109-1 0105

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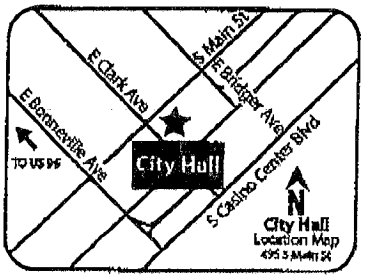

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114146
R A A M C O L V L L C
2747 PARADISE RD #2101
LAS VEGAS NV 89109

101 89109P1 89109

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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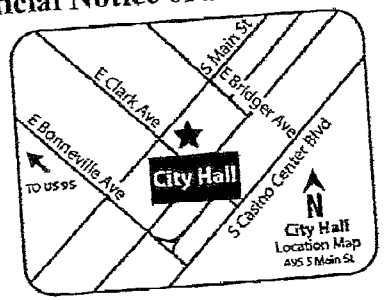

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813003
PARK CIRCLE APARTMENTS L L C
6337 VISTA VERDE NORTH
LAS VEGAS NV 89146-1109

97 BRDGNP1 89146

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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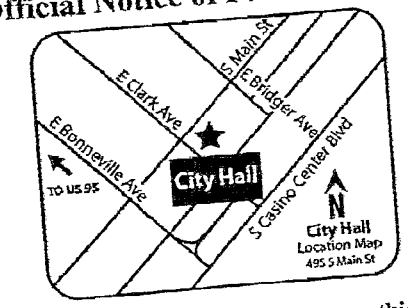
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813002
PARK CIRCLE APARTMENTS L L C
6337 VISTA VERDE NORTH
LAS VEGAS NV 89146-1109

89146

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813001
PARK CIRCLE APARTMENTS L L C
6337 VISTA VERDE NORTH
LAS VEGAS NV 89146-1109

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2019 APR 23 A 8:56

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fice of The City Clerk
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s Vegas, Nevada 89101

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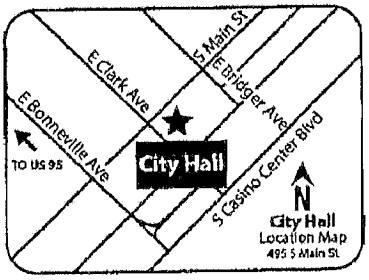

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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UP-75722 PRJ-75666
ity Council Meeting of **May 1, 2019**

PRJ-75666
16204815010
LUCIANO FAMILY TRUST
LUCIANO RICHARD J & K M TRS
759 REPOSADO DR
LA HABRA HEIGHTS CA 90631-7837

2019 APR 23 A 9:58

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Apr 22 19 06:31p Lucian 562 690 8448 p.1

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Office of The City Clerk
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Las Vegas, Nevada 89101

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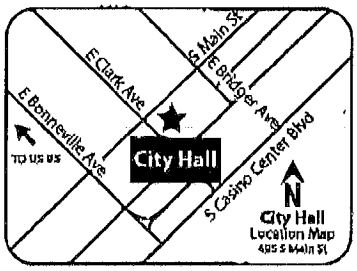
2019 APR 25 A 7:04



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16210114285
KING FAMILY IRREVOCABLE TRUST
KING GREGORY TRS
1200 MENLO DR N W
ATLANTA GA 30318-4170

ity of Las Vegas
ffice of The City Clerk
95 South Main Street, 2nd Floor
as Vegas, Nevada 89101

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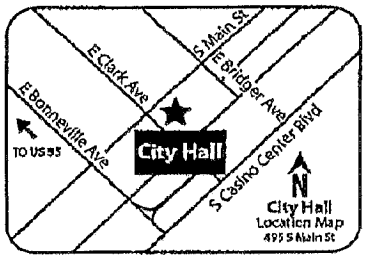

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lease use available blank space on card for your comments.

UP-75722 PRJ-75666
ity Council Meeting of **May 1, 2019**

PRJ-75666
16204815022
SMITH LARRY KIM
7510 APPLEGATE DR
HELENA MT 59602-8195

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2019 APR 24 P 5:28

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Las Vegas, Nevada 89101

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2019 APR 23 A 11:14

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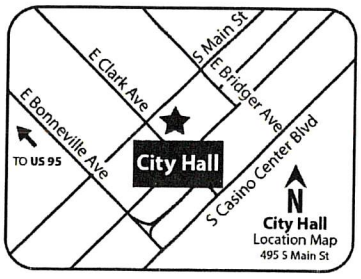

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16210114277
PARSONS WILLIAM R & MARCY R
322 KAREN AVE #3901
LAS VEGAS NV 89109

101 BRDGNP1 89109

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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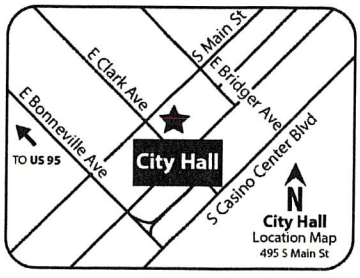

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16210114451
BERLINER IRVING & R P REV LIV TR
BERLINER IRVING Y & ROBIN P TRS
800 AQUITAINE CT
LAS VEGAS NV 89145

133 BRDGNP1 89145

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 APR 29 P 3:09

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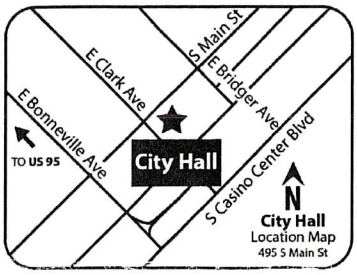

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16210114304
DEDOMENICO MARK 2010 REV TR
DEDOMENICO MARK TRS
4455 148TH AVE N E
BELLEVUE WA 98007-3120

136 BRDGNP1 98007

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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2019 APR 29 P 3:10

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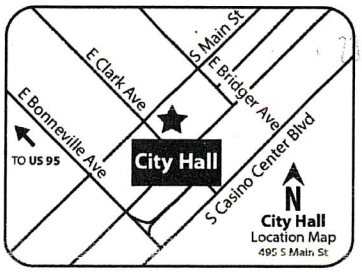

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815379
DUFRESNE D & D FAMILY TRUST
DUFRESNE GERARD A & DAUNE W TRS
1506 PACIFIC COAST HWY
HUNTINGTON BEACH CA 92648-4407

Submitted after final agenda
Item 77

108 BRDGNP1 92648

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Las Vegas, Nevada 89101

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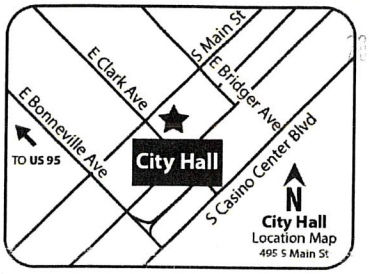

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815100
FAN CHINLI
YU HONG
3484 WESTWOOD DR
SALT LAKE CITY UT 84109-3239

22 BRDGNP1 84109

City of Las Vegas
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Las Vegas, Nevada 89101

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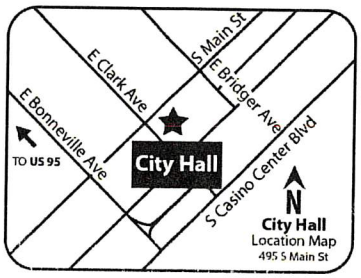

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815333
FAN CHINLI
YU HONG
3484 WESTWOOD DR
SALT LAKE CITY UT 84109-3239

22 BRDGNP1 84109

City of Las Vegas
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Las Vegas, Nevada 89101

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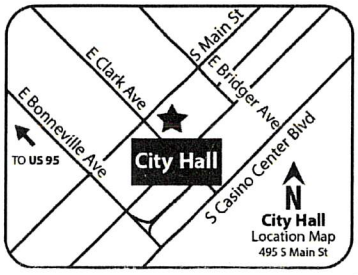

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815099
KELLY MICHAEL WILLIAM
TANN MIEV HOUY LILLIAN
3000 W OAKEY BLVD
LAS VEGAS NV 89102

89 89109P1 89102

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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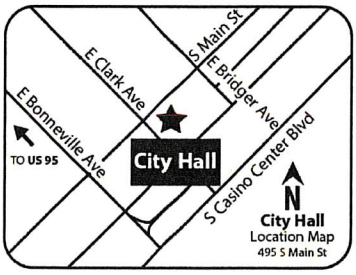

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☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815392
MCCAM ALLURE L L C
%E CAMPAGNA
460 S LA FLORESTA DR #118
BREA CA 92823

11 89109P1 92823

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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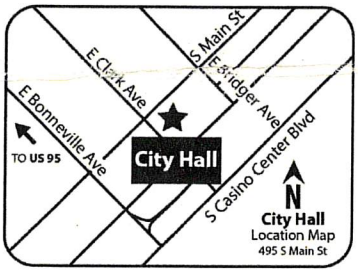

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114148
SCHAFER GARY A & JOANNE FAMILY T
SCHAFER GARY A & JOANNE TRS
8788 HIDDEN FARM RD
ALTA LOMA CA 91701-1432

100 BRDGNP1 91701

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Las Vegas, Nevada 89101

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

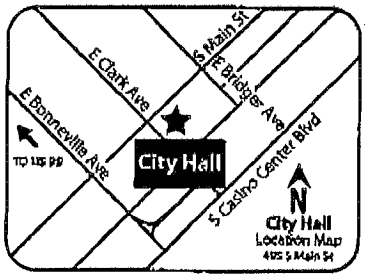
PRJ-75666
16203413032
LUK KAYE C & DIANA A
10313 POMPEI PL
LAS VEGAS NV 89144

Submitted after final agenda

Item 77

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16210114428
MAR-LAM FAMILY TRUST ETAL
LAM MARVIN TRS
6 JENNIFER PL
SAN FRANCISCO CA 94107

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2019 APR 29 A 11:11

04/26/2019 FRI 19:31 FAX 001/010

:ity of Las Vegas
)ffice of The City Clerk
95 South Main Street, 2nd Floor
.as Vegas, Nevada 89101

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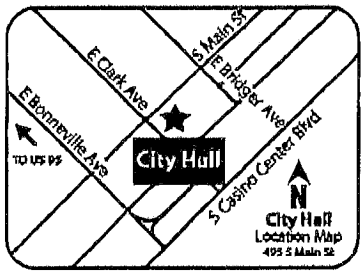

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Las Vegas, NV
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PRJ-75666
16210114458
MAR-LAM FAMILY TRUST ETAL
LAM MARVIN TRS
6 JENNIFER PL
SAN FRANCISCO CA 94107

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

'lease use available blank space on card for your comments.

.UP-75722 PRJ-75666

:ity Council Meeting of **May 1, 2019**

125 BRDGNP1 94
City Council - Page 1174
04/26/2019 FRI 19:32 FAX
004/010

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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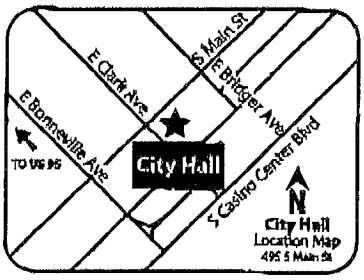

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☑ I OPPOSE this Request

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UP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

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2019 APR 29 A 7:11

PRJ-75666
16210114460
MAR-LAM FAMILY TRUST ETAL
LAM MARVIN TRS
6 JENNIFER PL
SAN FRANCISCO CA 94107

125 BRDGNP1 9 City Council - Page 1175

04/26/2019 FRI 19:32 FAX 008/010

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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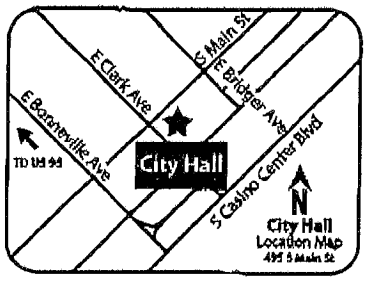

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UP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

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PRJ-75666
16210114463
MAR-LAM FAMILY TRUST ETAL
LAM MARVIN TRS
6 JENNIFER PL
SAN FRANCISCO CA 94107

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Las Vegas, Nevada 89101

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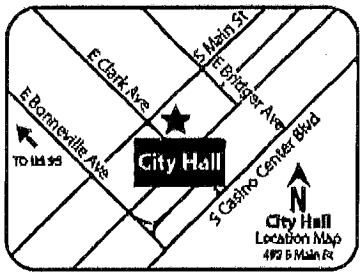

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16210114490
MAR-LAM FAMILY TRUST ETAL
LAM MARVIN TRS
6 JENNIFER PL
SAN FRANCISCO CA 94107

2019 APR 29 A 7:11
RECEIVED
CITY CLERK

04/26/2019 FRI 19:32 FAX 010/010

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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CITY CLERK
2019 APR 29 P 3:09

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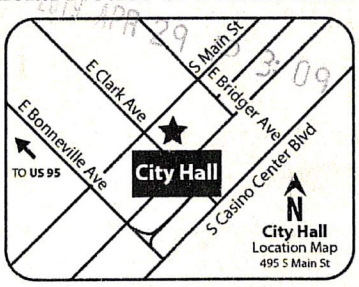
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

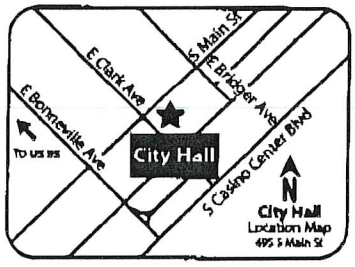
Please use available blank space on card for your comments.
SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815115
COVAL SANDRA L
200 W SAHARA AVE #1212
LAS VEGAS NV 89102-5070

Submitted after final agenda
Item 77

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204811007
GUPTA H & K FAMILY TRUST
GUPTA HEM CHAND & KRISHNA TRS
160 E SHELBOURNE AVE
LAS VEGAS NV 89123-2150

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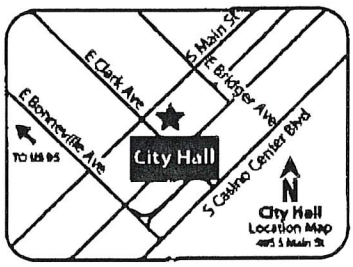
2019 APR 25 A 10:59

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204811008
GUPTA H & K FAMILY TRUST
GUPTA HEM CHAND & KRISHNA TRS
160 E SHELBOURNE AVE
LAS VEGAS NV 89123-2150

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2019 APR 25 A 10:59

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

LAS VEGAS
NV 890
24 APR '19
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2019 APR 30 A 10:44

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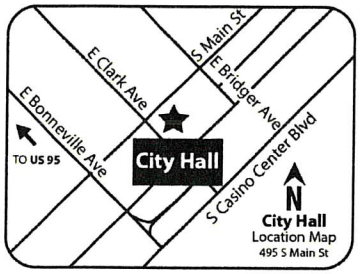
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16203401001
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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NV 890
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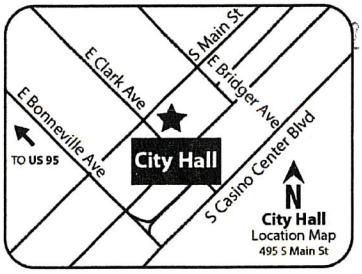

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16203401002
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

Submitted after final agenda
Item 77

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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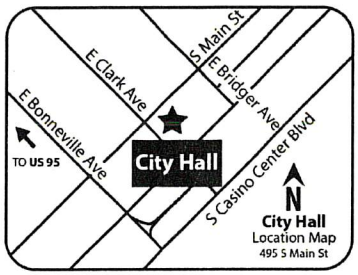

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16203301016
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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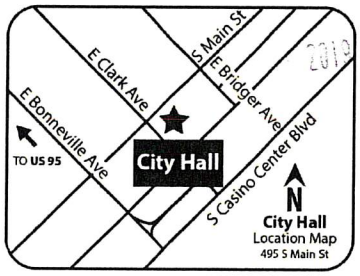

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710041
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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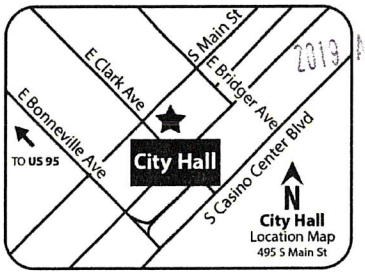

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710042
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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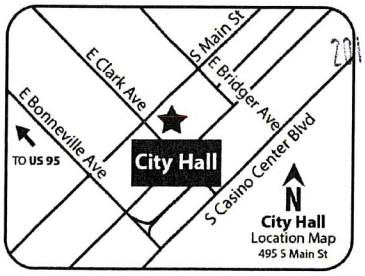

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710043
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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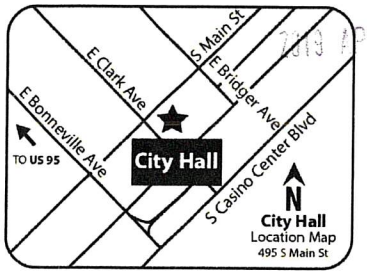

PRJ-75666
16204710044
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

1 1 5 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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PRJ-75666
16204710045
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

1 1 5 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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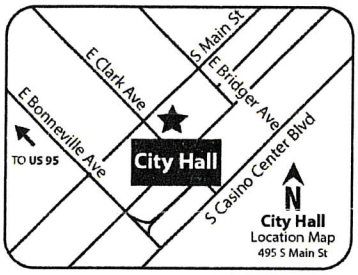

PRJ-75666
16204710046
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

1 1 5 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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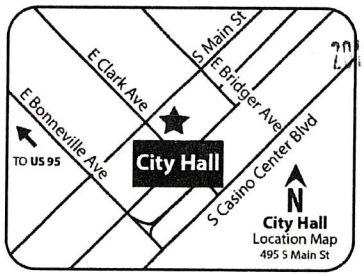

PRJ-75666
16204710047
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

1 1 5 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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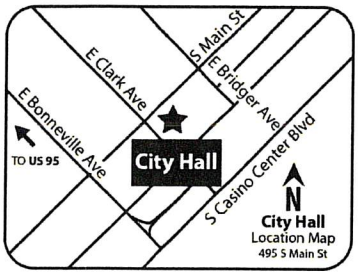

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710048
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGMP 1 89119

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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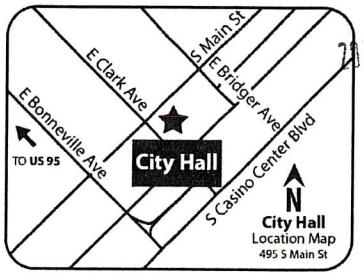

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710049
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGMP 1 89119

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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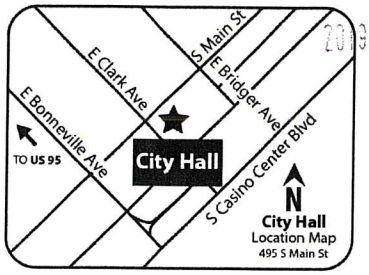

PRJ-75666
16204710050
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

115 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

LAS VEGAS
NV 890
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Permit No. 1630

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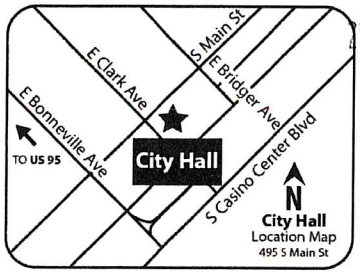

PRJ-75666
16204710051
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

115 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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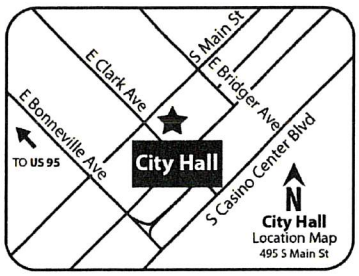

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16204710052
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP 1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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NV 890
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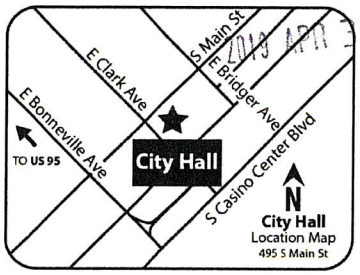

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16204710053
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP 1 89116

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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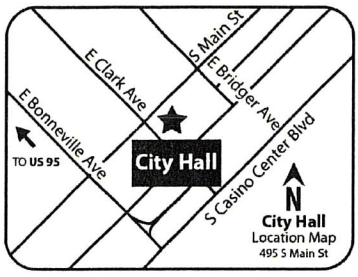

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204710054
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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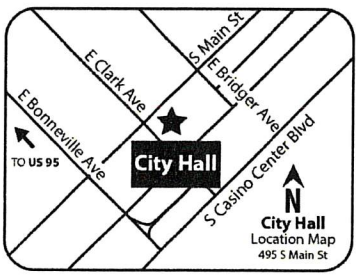

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813059
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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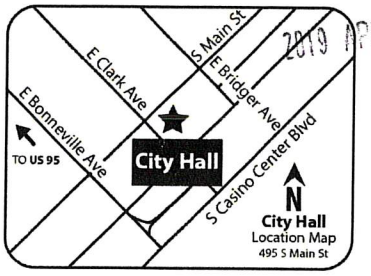

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813060
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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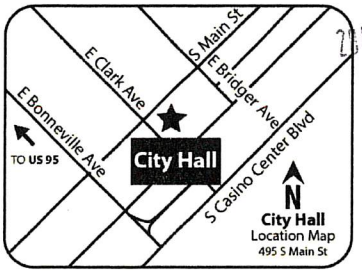

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City Council Meeting of **May 1, 2019**

PRJ-75666
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STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

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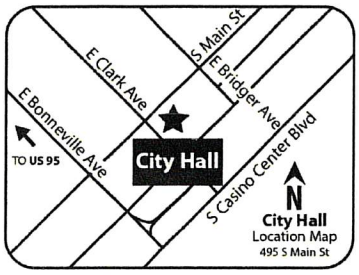

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City Council Meeting of **May 1, 2019**

PRJ-75666
16204813084
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

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Las Vegas, Nevada 89101

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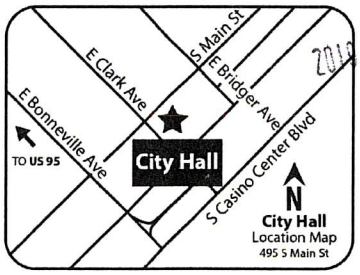

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813085
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

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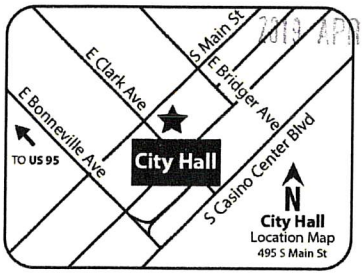

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813086
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

LAS VEGAS NV 890
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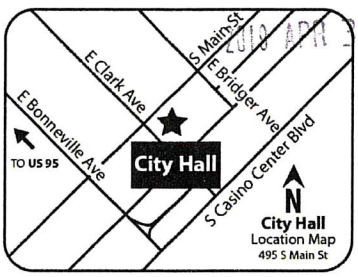

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813087
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGNP1 89118

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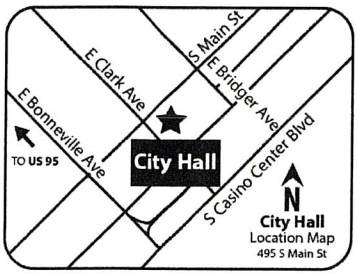

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813088
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89116

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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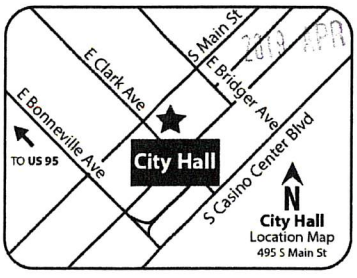

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813089
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89116

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Office of The City Clerk
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Las Vegas, Nevada 89101

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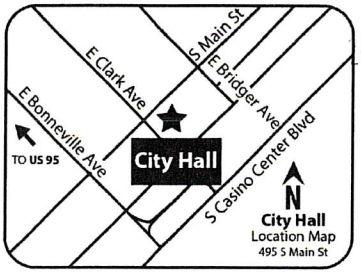

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813091
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

115 BRDGNP1 89118

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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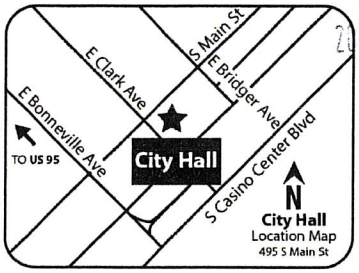

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City Council Meeting of **May 1, 2019**

PRJ-75666
16204813092
STRATOSPHERE GAMING L L C
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LAS VEGAS NV 89118

115 BRDGNP1 89118

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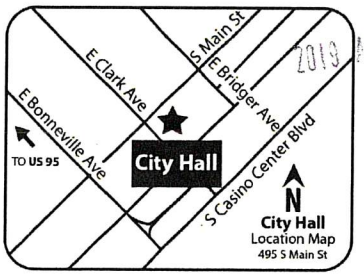

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City Council Meeting of **May 1, 2019**

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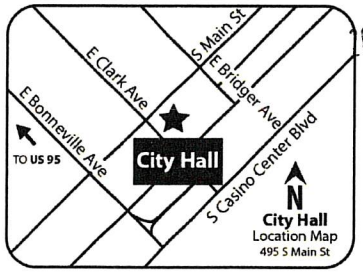

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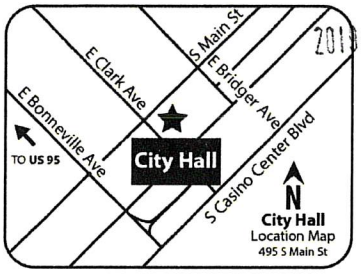

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STRATOSPHERE GAMING L L C
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LAS VEGAS NV 89118

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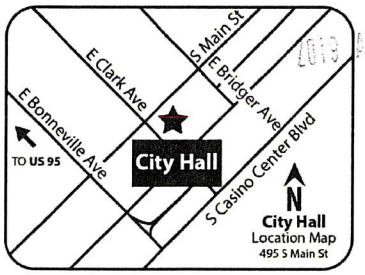

PRJ-75666
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STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

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City Council Meeting of **May 1, 2019**

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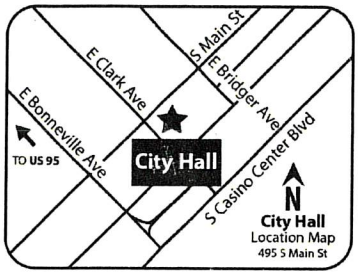

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SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813097
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGMP1 89119

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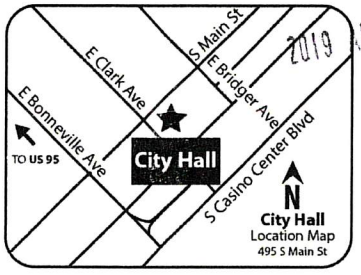

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204813098
STRATOSPHERE GAMING L L C
6595 S JONES
LAS VEGAS NV 89118

1 1 5 BRDGMP1 89119

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2019 APR 22 A 8:57

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Las Vegas, Nevada 89101

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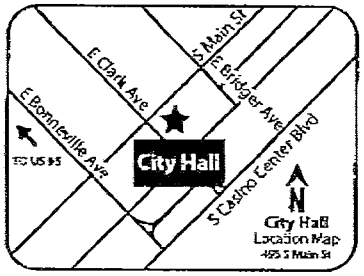

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114441
GORDON STEPHEN A & GAIL M FAM TR
GORDON STEPHEN A TRS
P O BOX 11028
LAS VEGAS NV 89111-1028

CDrous + Pathetic

33 BRDCNP1 89111

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2019 APR 22 P 1:10

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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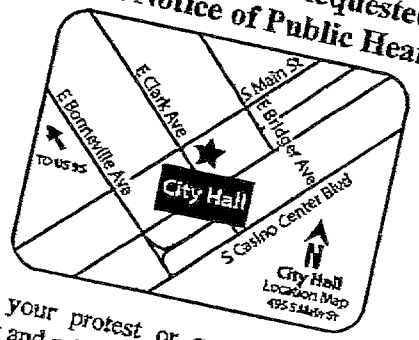

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 PRJ-75666
City Council Meeting of **May 1, 2019**

PRJ-75666
16204815149
ANTHONY DENNIS J & ANTONIETTA S
21 RUTGERS ST
WEST ORANGE NJ 07052

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36 BRDGNP1 07052

2019-04-22 16:06 fax 1232 >> P 1/1

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Las Vegas, Nevada 89101

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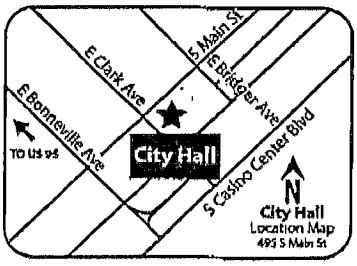

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 PRJ-75666

City Council Meeting of **May 1, 2019**

PRJ-75666
16210114204
YERUSHALMI RAPHAEL
345 HILLSIDE AVE
WILLISTON PARK NY 11596-2130

2019 APR 22 01:10
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NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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Development Services Center
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Las Vegas, Nevada 89106

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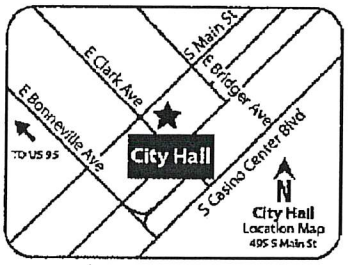

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815022
SMITH LARRY KIM
7510 APPLEGATE DR
HELENA MT 59602-8195

17P

2 LRDFMP1 89502

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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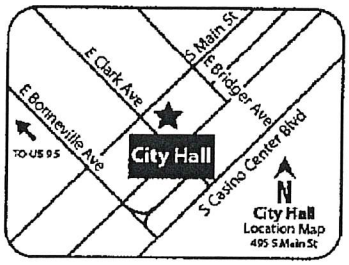

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City of Las Vegas

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815022
SMITH LARRY KIM
7510 APPLEGATE DR
HELENA MT 59602-8195

Duplicate - not counted
Submitted after final agenda

Date 3/26/19 Item 17P (x2)

2 LRDFMP1 89502

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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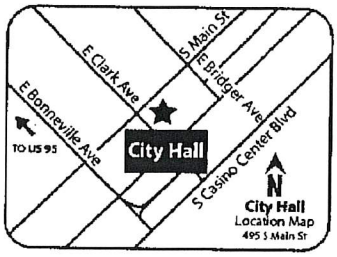

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114350
TIEN HUEY-CHUNG
WANG ANSSO
3 PELLINGTON CT
PINE BROOK NJ 07058

17P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
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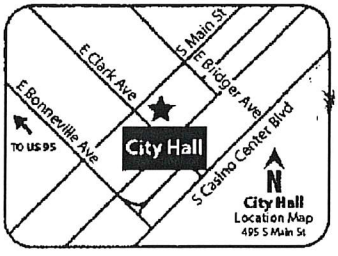

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114350
TIEN HUEY-CHUNG
WANG ANSSO
3 PELLINGTON CT
PINE BROOK NJ 07058

Duplicate - Not Counted
17P (x2)

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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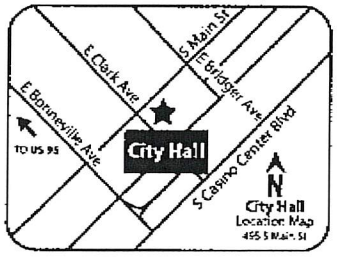
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

Kelly T

39 LADFNP1 89111

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City of Las Vegas

SUP-75722 (PRJ-75666)
16210114441
GORDON STEPHEN A & GAIL M FAM TR
GORDON STEPHEN A TRS
P O BOX 11028
LAS VEGAS NV 89111-1028

Mar 18 19 07:08a Stephen A. Gordon 702-893-2201 p.1

17P

Mar 18 19 07:09a Stephen A. Gordon 702-893-2201 p.1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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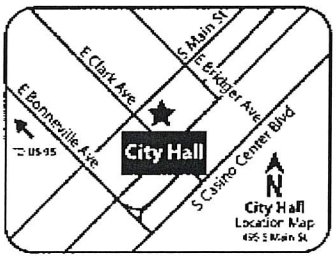

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114441
GORDON STEPHEN A & GAIL M FAM TR
GORDON STEPHEN A TRS
P O BOX 11028
LAS VEGAS NV 89111-1028

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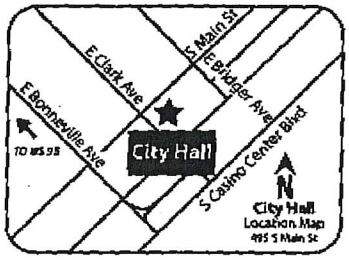

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815149
ANTHONY DENNIS J & ANTONIETTA S
21 RUTGERS ST
WEST ORANGE NJ 07052

Anthony

36 LRDFNP1 07052

17P

p.2
+18882731503
18-Mar-2019 19:11

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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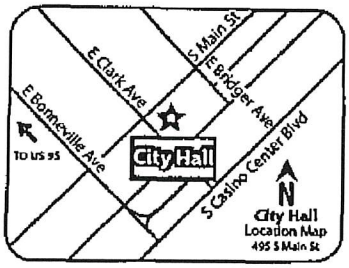

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815133
BAHRAMI SHIVA
10738 BAILE AVE
CHATSWORTH CA 91311

90 LRDFHP1 91311

17P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114092
GOLAND FAMILY TRUST
YAACOV & NILI GOLAND TRS
1726 MICHAEL LN
PACIFIC PALISADES CA 90272-2037

17P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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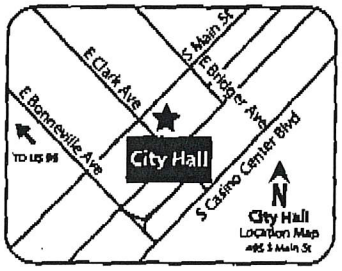

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114285
KING FAMILY IRREVOCABLE TRUST
KING GREGORY TRS
1200 MENLO DR N W
ATLANTA GA 30318-4170

Mar. 20. 2019 2:28PM

17P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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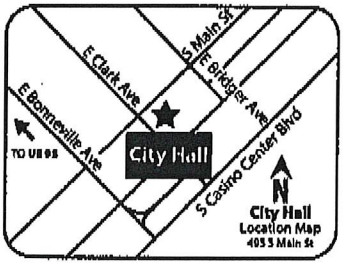

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114115
KIRKMAN ALLAN C & DIANE M
232 MERION DR
PITTSBURGH PA 15228-2349

17P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS
NV 890
19 MAR '19
PM 5 L

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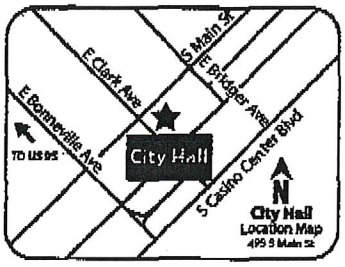

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114364
R A A M C O L V L L C
2747 PARADISE RD #2101
LAS VEGAS NV 89109

101 LRDFNP1 89109

17P

Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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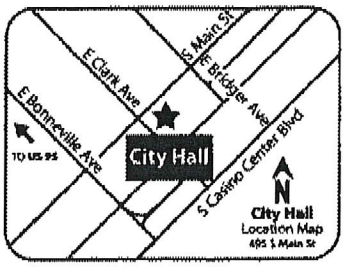

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114149
WEE ROBERT B H & SIA-WEE LORNA Y
WEE ROBERT B H CO-TRS
%L HSIA-WEE CO-TRS
8715 E BANNER RIDGE
ANAHEIM CA 92808

110 LRDPMP1 89060

17P

Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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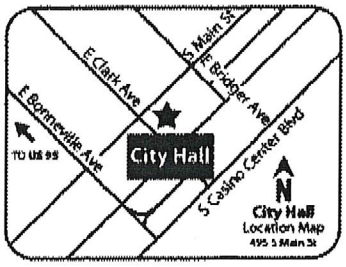

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114149
WEE ROBERT B H & SIA-WEE LORNA Y
WEE ROBERT B H CO-TRS
%L HSIA-WEE CO-TRS
8715 E BANNER RIDGE
ANAHEIM CA 92808

Duplicate - not counted

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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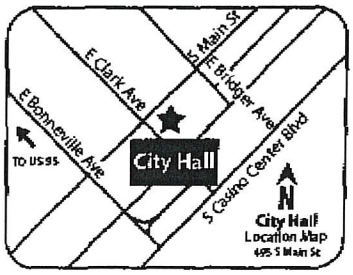

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City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16203413032
LUK KAYE C & DIANA A
10313 POMPEI PL
LAS VEGAS NV 89144

131 LRDFNP1 89144

17P

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815262
MONTAGUE MARILYN R
200 W SAHARA AVE #2604
LAS VEGAS NV 89102-5082

89 LRDPMP1 89102

17P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815262
MONTAGUE MARILYN R
200 W SAHARA AVE #2604
LAS VEGAS NV 89102-5082

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Department of Planning
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16203411006
MOFFATT FAMILY TRUST
MOFFATT JOIANNE TRS
3101 PLAZA DE ERNESTO
LAS VEGAS NV 89102-4022

Application Information

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

I live in Overton dispensaries in the area - that's enough —

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***03/26/2019***
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request, or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov

17P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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City of Las Vegas

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Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114277
PARSONS WILLIAM R & MARCY R
322 KAREN AVE #3901
LAS VEGAS NV 89109

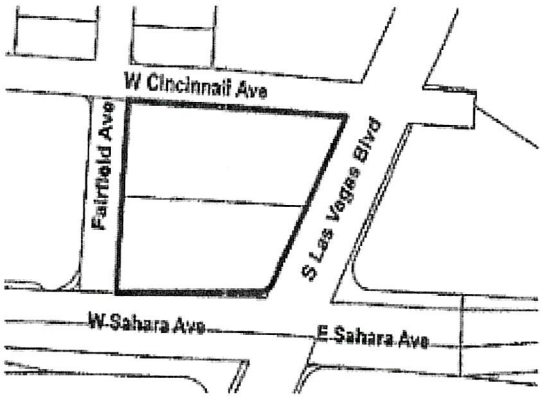
101 LRDFNP1 89109

Application Information

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

HOW MANY DISPENSARIES DO YOU NEED? THERE IS ONE RIGHT ACROSS THE STREET!

Application Location



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Date:	*03/26/2019*
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Las Vegas, Nevada 89106

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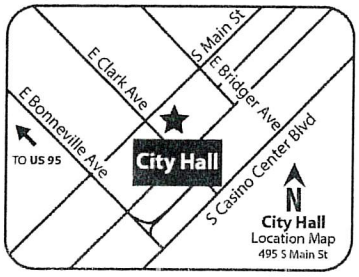

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114324
LUCACCIONI JOHN TRUST
LUCACCIONI JOHN S & JANA GLADSTO
222 KAREN AVE #206
LAS VEGAS NV 89109

101 LRDFNP1 89109

17P

City of Las Vegas
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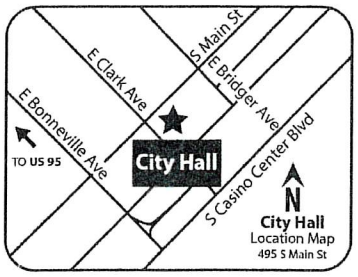

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114324
LUCACCIONI JOHN TRUST
LUCACCIONI JOHN S & JANA GLADSTO
222 KAREN AVE #206
LAS VEGAS NV 89109

101 LADFNP1 89109

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Las Vegas, Nevada 89106

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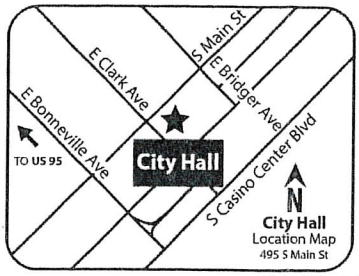

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City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114264
BERLINER I Y & R P REV LIV TR
BERLINER MYRON & LILI SHI
800 AQUITAINE CT
LAS VEGAS NV 89145

133 LRDFNP1 89145

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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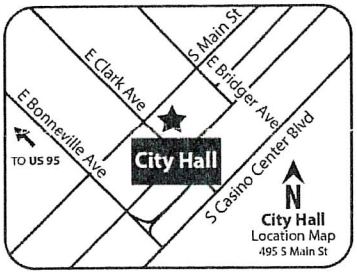

There are drug-selling stores (marijuana) already across the street. We live here! I don't want to see this corner of Las Vegas become "Weed Central."

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.

SUP-75722 (PRJ-75666)
16204815260
WRAY WILLIAM B & SARAH J
200 W SAHARA AVE #2602
LAS VEGAS NV 89102

☐ I SUPPORT this Request

☒ I OPPOSE this Request

I am against the recreational legal use of marijuana, and it is a real shame that this harmful drug can now be purchased legally

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

89 LRDFNP1 89102

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
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Dept of Planning
City of Las Vegas

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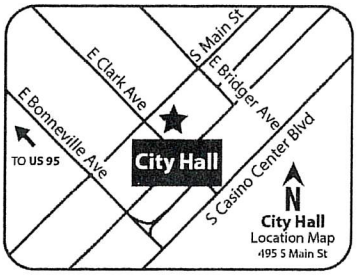

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114509
ROBERTSON GARY L & SHERRILL J
222 KAREN AVE #2607
LAS VEGAS NV 89109

101 LRDFNP1 89109

HR

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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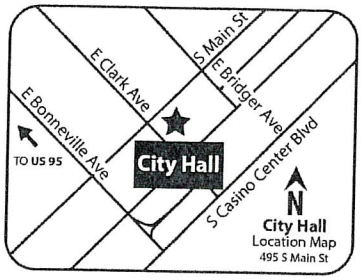
City of Las Vegas



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114509
ROBERTSON GARY L & SHERRILL J
222 KAREN AVE #2607
LAS VEGAS NV 89109

101 LRDFNF1 89109

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Development Services Center
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Las Vegas, Nevada 89106

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NV 890
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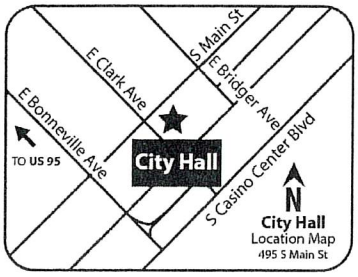

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114451
BERLINER IRVING & R P REV LIV TR
BERLINER IRVING Y & ROBIN P TRS
800 AQUITAINE CT
LAS VEGAS NV 89145

133 LRDFNP1 89145

17P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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NV 890
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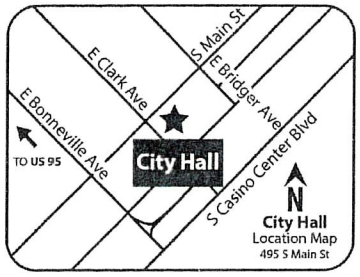

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114451
BERLINER IRVING & R P REV LIV TR
BERLINER IRVING Y & ROBIN P TRS
800 AQUITAINE CT
LAS VEGAS NV 89145

133 LRDFNP1 89145

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NV 890
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Dept of Planning
City of Las Vegas

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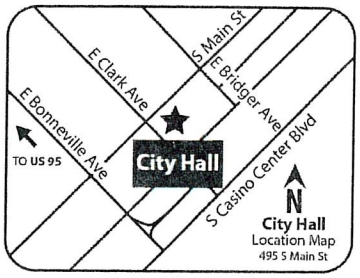

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16210114264
BERLINER I Y & R P REV LIV TR
BERLINER MYRON & LILI SHI
800 AQUITAINE CT
LAS VEGAS NV 89145

133 LRDFNP1 89145

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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FOR TAX MONEY BUT HAVE SOME DECENCY, YOU HAVE KIDS TOO, GIVE THEM A FAVOR FOR THE NEXT GENERATION

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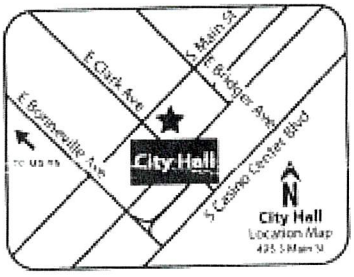

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16203413027
LIPA AMPARO A
5016 MONTE DEL SOL LN
NORTH LAS VEGAS NV 89031

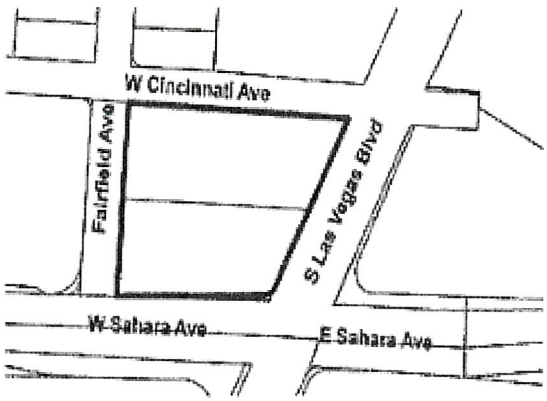
89 LRDFNP1 89031

Application Information

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

A BIG NO, SOONER OR LATER, LAS VEGAS WILL NEVER BE CALLED ENTERTAINMENT CAPITAL OF THE WORLD BUT RATHER MARIJUANA CAPITAL OF THE WORLD. BRING THEM IN THE DESERT INSTEAD. WAKE-UP!! STATE OFFICIALS, THIS IS NOT ALL

Application Location



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Public Hearing Information

Meeting:	Planning Commission
Date:	***03/26/2019***
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request, or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items will be decided by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

MP

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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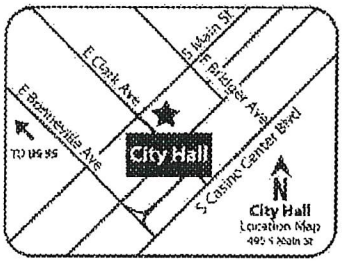

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204813022
JOHNCYN IRR BUSINESS TRUST
BEHRENS LYNN E
6325 S JONES BLVD #500
LAS VEGAS NV 89118

17A

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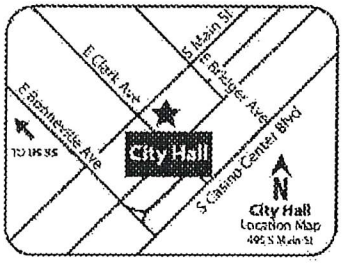

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204813013
JOHNCYN IRR BUSINESS TRUST
BEHRENS LYNN E
6325 S JONES BLVD #500
LAS VEGAS NV 89118

Submitted after final agenda
Date 3/26/19 Item 17A (x2)

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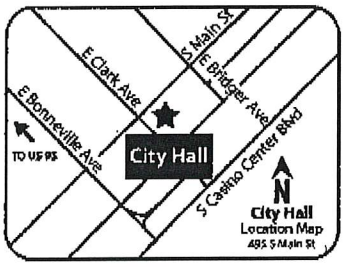

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16203411008
JOSEPHS FAMILY LAND L P
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

17A

115 LRDFNP1 89118

City of Las Vegas
Department of Planning
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Las Vegas, Nevada 89106

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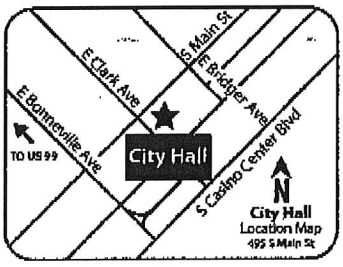

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16203411007
JOSEPHS FAMILY LAND L P
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

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(x2)

115 LRDFNP1 89118

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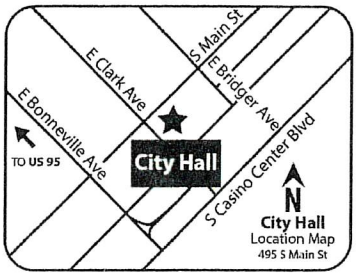

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204803009
WESTERN STATES MOBILE LUBE
4000 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102

89 LADFMP1 89102

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Las Vegas, Nevada 89106

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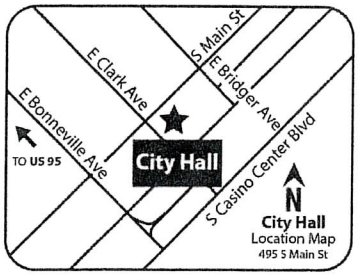

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204803008
WESTERN STATES MOBILE LUBE
4000 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102

89 LRDFNF1 89102

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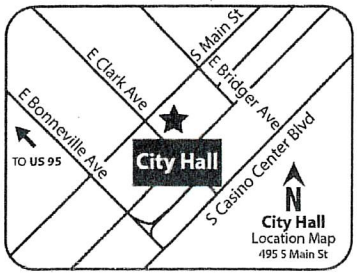

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]
Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815111
DUNN WALLACE E
561 W DIVERSEY #215
CHICAGO IL 60614-1682

28 LRDFNP1 60614

17A

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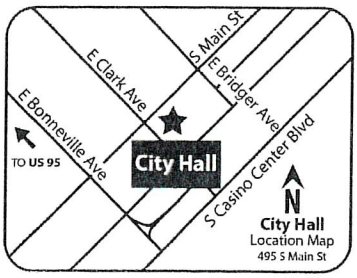

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-75722 [PRJ-75666]

Planning Commission Meeting of **03/26/2019**

SUP-75722 (PRJ-75666)
16204815111
DUNN WALLACE E
561 W DIVERSEY #215
CHICAGO IL 60614-1682

28 LRDFNP1 60614

Duplicate- not counted

17A

Nora Lares

From: noreply@formstack.com
Sent: Wednesday, March 20, 2019 10:28 AM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

RECEIVED
MAR 2 5 2019
Dept of Planning
City of Las Vegas

formstack

Formstack Submission For: PlanningApplicationComments2019
Submitted at 03/20/19 10:28 AM

Meeting Date:	Tuesday, March 26, 2019
Project Number:	75666
Position:	I OPPOSE the project and all related applications.
Name:	Roger Palecek
Residential or Business Address:	717 Cresthaven Drive Cottage Grove, WI 53527
Phone:	(608) 209-0787
Email:	rpalecek@amfam.com
Comments:	My concern with this proposal stems from the fact that it is in very close proximity to a luxury high rise condominium association where it could have a significant detrimental affect on the image and ultimately the value of the condos. I think a use of this type would be much better located in a Class B strip mall/retail setting further away from large high-end residential projects.

Submitted after final agenda
Date 3/26/19 Item 17P

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
74

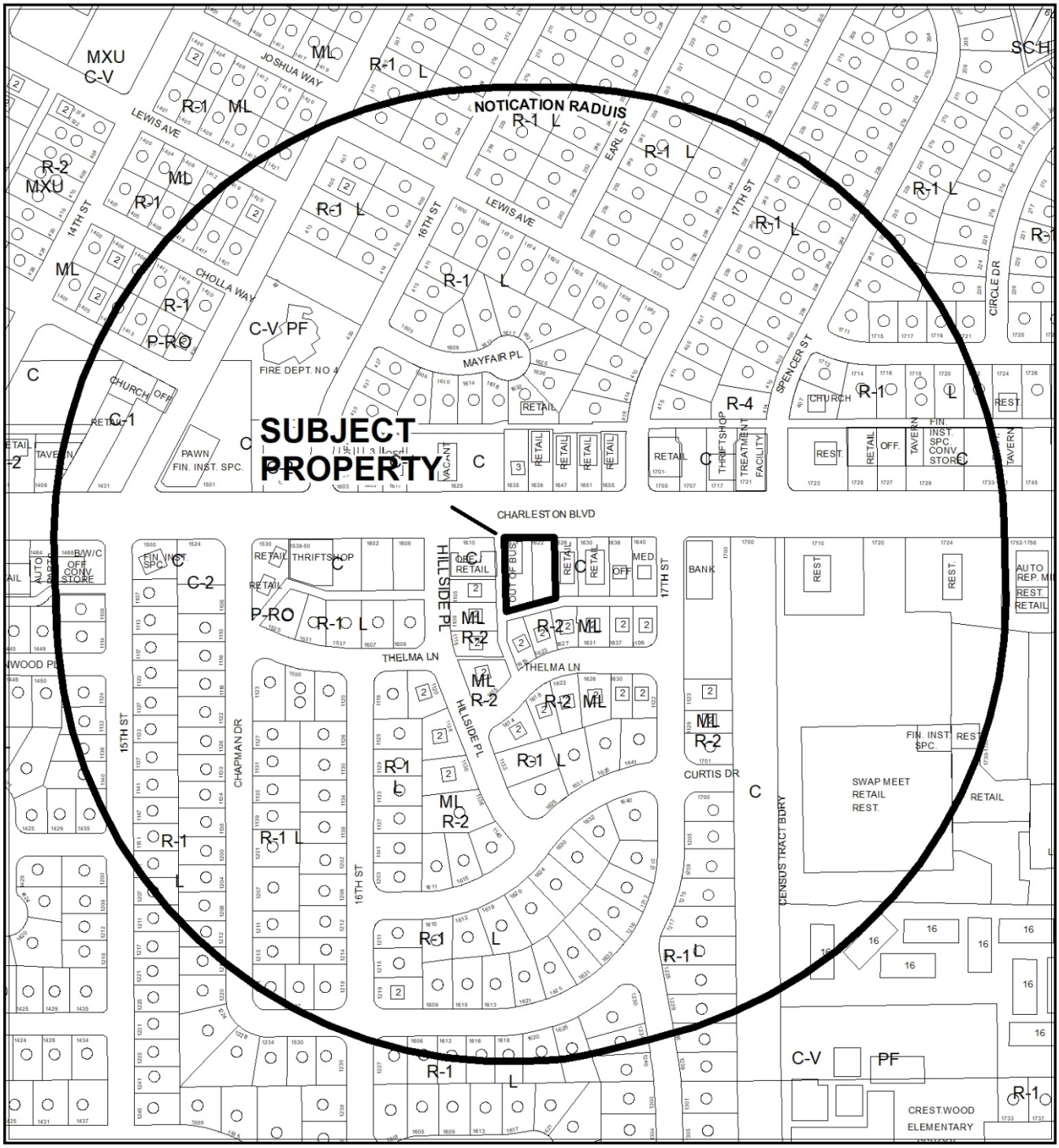
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
VAR-76335 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: PATRON INVESTMENTS, LLC - For possible action on a request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on 0.39 acres at 1618 and 1622 East Charleston Boulevard (APNs 162-02-113-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-76284]. Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	1
City Council Meeting	1	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

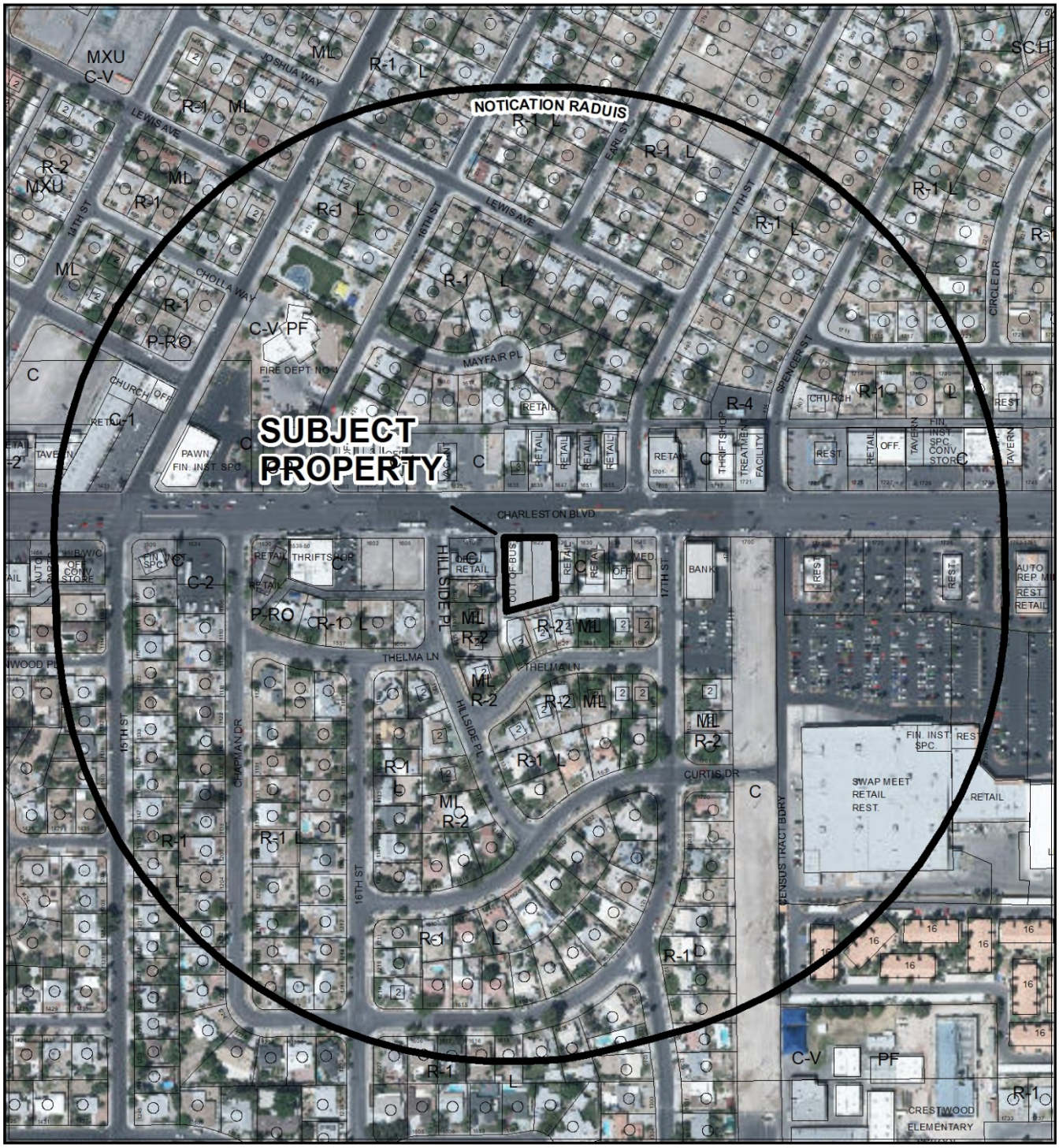
BACKUP DOCUMENTATION:
1. Location and Aerial Maps - VAR-76335, VAR-76336 and SDR-76337 [PRJ-76284]
2. Conditions and Staff Report - VAR-76335, VAR-76336 and SDR-76337 [PRJ-76284]
3. Supporting Documentation - VAR-76335, VAR-76336 and SDR-76337 [PRJ-76284]
4. Photo(s) - VAR-76335, VAR-76336 and SDR-76337 [PRJ-76284]
5. Justification Letter - VAR-76335, VAR-76336 and SDR-76337 [PRJ-76284]
6. Backup Submitted from the July 17, 2019 City Council Meeting
7. Backup Submitted at the June 11, 2019 Planning Commission Meeting



CASE: **VAR-76335, VAR-76336, SDR-76337 (PRJ-76284)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 255 510 Feet

CASE: **VAR-76335, VAR-76336, SDR-76337 (PRJ-76284)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

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City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: JULY 17, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: PATRON INVESTMENTS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-76335	Staff recommends DENIAL, if approved subject to conditions:	
VAR-76336	Staff recommends DENIAL, if approved subject to conditions:	
SDR-76337	Staff recommends DENIAL, if approved subject to conditions:	VAR-76335 VAR-76336

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 39

NOTICES MAILED
311 - VAR-76335 and VAR-76336 (By City Clerk)
311 - SDR-76337 (By City Clerk)

PROTESTS
0 - VAR-76335 and VAR-76336
0 - SDR-76337

APPROVALS
0 - VAR-76335 and VAR-76336
0 - SDR-76337

CS

** CONDITIONS **

VAR-76335 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-76336) and Site Development Plan Review (SDR-76337) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

VAR-76336 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-76335) and Site Development Plan Review (SDR-76337) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

CS

4. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

5. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

SDR-76337 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Variance (VAR-76335) and Variance (VAR-76336) 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 and landscape plan, date stamped 05/16/19, and building elevations and floor plans, date stamped 04/22/19, except as amended by conditions herein.

4. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

5. The proposed trash enclosure shall be screened, gated, with a roof or trellis in accordance with Title 19 development standards.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. 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.

9. 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.

10. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

11. Correct all American's with Disabilities Act (ADA) deficiencies on the sidewalk along Charleston Boulevard adjacent to this site in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant a Public Pedestrian Access Easement for any public sidewalk that is outside of the public right-of-way.

12. Obtain an Occupancy Permit from the Nevada Department of Transportation (NDOT) for the construction of improvements within NDOT jurisdiction, if any.

13. 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.

14. 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.

15. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to construct an addition to an existing building that encroaches into the required side yard setback area at 1618 and 1622 East Charleston Boulevard.

ISSUES

- Variance (VAR-76335) is requested to allow a side yard setback of zero feet where 10 feet is the minimum required. Staff does not support the request.
- Variance (VAR-76336) is requested to allow 30 parking spaces where 32 are the minimum required. Staff does not support the request.
- A Waiver is requested to allow a zero-foot landscape buffer width along the north property line where 15 feet is required. Staff does not support the request.
- A Waiver is requested to allow a zero-foot landscape buffer width along the east property line where eight feet is required. Staff does not support the request.
- An exception is requested to allow zero trees along the north and east property lines where one 24" box tree is required per 20 feet. Staff does not support the request.
- An exception is requested to allow zero parking lot trees where one tree per six uncovered spaces, plus one tree at the end of each row of spaces is required. Staff does not support the request.
- A condition of approval has been added regarding any applicable mapping actions prior to building permit issuance.

ANALYSIS

The subject site is zoned C-1 (Limited Commercial) and is subject to Title 19 development standard requirements. The site consists of two adjoining lots with an existing unoccupied 1,680 square-foot building. The building was previously utilized as a retail orthopedic store. The applicant proposes to construct an 871 square-foot addition to the building in order to operate as a Restaurant use. The proposed use is permitted in the C-1 (Limited Commercial) zoning district.

The applicant has requested Variance (VAR-76335) to allow a zero-foot setback along the west property line, which abuts an alley. The applicant has also requested Variance (VAR-76336) to allow a seven percent reduction in required parking. A total of 30 parking spaces are provided where 32 are required. Per the submitted site plan, parking spaces

CS

are provided on both lots. A condition of approval has been added to address any possible required mapping actions regarding combining the subject lots. Landscaping Waivers and Exceptions are requested to allow a reduction in landscape buffer width requirements and zero trees.

Due to the associated Variances, Waivers and Exceptions of Title 19 development standard requirements, staff finds that the proposed development is not appropriate for the subject site. Therefore, staff recommends denial of all requested entitlements. If approved, the entitlements are subject to conditions.

FINDINGS (VAR-76335)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to construct an addition that does not meet Title 19 development standard requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (VAR-76336)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

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No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to construct an addition that fails to provide the required parking amount per Title 19. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

FINDINGS (SDR-76337)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is not compatible with adjacent development in the area due to the requested reduction in required setback and parking requirements.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development is not consistent with Title 19 as evidenced by the requested associated Variances, Waivers and Exceptions.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access is provided by Charleston Boulevard, a 102-foot wide primary arterial, adequate in size to service a restaurant use at the subject site.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building materials are compatible with the existing development in the area. The proposed minimal landscaping includes shrubs which adhere to the Southern Nevada Regional Plant List. No trees are provided.

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 and architectural aesthetic features are not unsightly or obnoxious in appearance. However, the proposed zero-foot setback is not harmonious and compatible with development in the area.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If the approved, the proposed development will be subject to building permit and licensing requirements, therefore ensuring the protection of the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/11/19	The Planning Commission voted to recommend APPROVAL on the following requests: • Variance (VAR-76335) TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on 0.39 acres at 1618 and 1622 East Charleston Boulevard (APNs 162-02-113-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-76284].

CS

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/11/19	The Planning Commission voted to recommend APPROVAL on the following requests: • Variance (VAR-76336) TO ALLOW 30 PARKING SPACES WHERE 32 PARKING SPACES ARE REQUIRED • Site Development Plan Review (SDR-76337) FOR A PROPOSED 871 SQUARE-FOOT ADDITION TO AN EXISTING BUILDING WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG THE NORTH PERIMETER WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT LANDSCAPE BUFFER ALONG THE EAST PERIMETER WHERE EIGHT FEET IS REQUIRED on 0.39 acres at 1618 and 1622 East Charleston Boulevard (APNs 162-02-113-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-76284].

Most Recent Change of Ownership	
08/08/15	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
07/16/90	Business License (#G50-06946) was issued for a shoe sales retail establishment at 1618 East Charleston Boulevard. The license is listed inactive as of 06/11/15.
10/03/12	Business License (#M21-01271) was issued for a merchandise broker use at 1618 East Charleston Boulevard. The license is listed as inactive as of 03/05/14.
09/02/15	Building Permit (#C-298410) was issued for interior demo work at 1618 East Charleston Boulevard. The permit was finalized on 04/28/16.

Pre-Application Meeting	
04/16/19	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Site Development Plan Review with associated Variances for building setbacks and parking.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
05/02/19	Staff conducted a routine field check and found a vacant building surrounded by a chain-link fence.

Details of Application Request	
Site Area	
Net Acres	0.17

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	C (Commercial)	C-1 (Limited Commercial)
North	General Retail, other than listed	C (Commercial)	C-1 (Limited Commercial)
South	Single Family, Attached	ML (Medium-Low Density Residential)	R-2 (Medium-Low Density Residential)
East	General Retail, other than listed	C (Commercial)	C-1 (Limited Commercial)
West	General Retail, other than listed	C (Commercial)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
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

CS

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	10 Feet	9 Feet	Y*
• Side	10 Feet	0 Feet	N**
• Corner	10 Feet	N/A	N/A
• Rear	20 Feet	77 Feet	Y
Max. Lot Coverage	50 %	27 %	Y
Max. Building Height	N/A	16 Feet	N/A
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Not Indicated	By Condition

*The proposed front yard setback for the addition aligns with the existing setback of the vacant building of the subject site.
**The applicant has requested a Variance (VAR-76335) to allow a reduced side yard setback.

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	6 Trees	0 Trees	N*
• South	1 Tree / 20 Linear Feet	0 Trees	0 Trees	Y
• East	1 Tree / 20 Linear Feet	7 Trees	0 Trees	N*
• West	1 Tree / 20 Linear Feet	0 Trees	0 Trees	Y
TOTAL PERIMETER TREES		**13 Trees**	**0 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	11 Trees	0 Trees	N*

CS

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		0 Feet	N**
• South	0 Feet		0 Feet	Y
• East	8 Feet		0 Feet	N**
• West	0 Feet		0 Feet	Y

*Exceptions are requested to allow zero perimeter and parking lot trees.
**Waivers to allow zero-foot landscape buffer widths along the north and east property lines.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Charleston Boulevard	Primary Arterial	Planned Streets and Highways Map	102 Feet	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Restaurant (public seating and waiting area)	1,232 SF	1:50 SF	25				
Restaurant (remaining gross floor area)	1,319 SF	1:200 SF	7				
TOTAL SPACES REQUIRED			32		30		N*
Regular and Handicap Spaces Required			30	2	28	2	N*
Percent Deviation			7%				

*The applicant has requested Variance (VAR-76336) to allow a reduction in required parking.

CS

Waivers		
Requirement	***Request***	***Staff Recommendation***
Provide a 15-foot landscape buffer adjacent to the right-of-way	To provide a zero-foot landscape buffer adjacent to the right-of-way	Denial
Provide an eight-foot landscape buffer along interior lot lines	To provide a zero-foot landscape buffer along the south, east and west property lines	Denial

Exceptions		
Requirement	***Request***	***Staff Recommendation***
Provide 24” box trees every 20 feet along the north and east perimeters	Provide zero trees along the north and east perimeters	Denial
Provide one tree per six uncovered spaces, plus one tree at the end of each row of spaces	Provide zero parking lot trees	Denial

CS

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) _____

Project Address (Location) 1618, 1622 E Charleston Blvd.

Project Name Tacos el Gordo **Proposed Use** _____

Assessor's Parcel #(s) 162-02-113-001 002 **Ward #** _____

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner Miguel Rojas Rivera **Contact** _____

Address 1590 Golden Arrow City Las Vegas State NV Zip 89169

E-mail tacos elgordobc@gmail.com Phone (619) 424-7465

Applicant _____ **Contact** _____

Address _____ City _____ State _____ Zip _____

E-mail _____ Phone _____

Representative ANGEL DIAZ **Contact** 702-413-8617

Address 1724 E CHARLESTON BLVD City LAS VEGAS State NV Zip 89104

E-mail days electric INC@gmail.com Phone 702 413-8617

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 MIGUEL ROJAS RIVERA

Subscribed and sworn before me

This _____ day of _____, 20 _____ SEE ATTACHED

Notary Public in and for said County and State

PRJ-76284
04/22/19

04/18/2019 02:29PM 7022528226 GORDO CHARL PAGE 01/01

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 SAN DIEGO

On APRIL 18, 2019 before me, Phyllis E. Webster, Notary Public
(insert name and title of the officer)

personally appeared MIGUEL ROJAS RIVERA
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

Signature Phyllis E Webster (Seal)

PHYLLIS E WEBSTER
COMM. #2197785
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 15, 2021

PRJ-76284
04/22/19

1618 & 1622 E. CHARLESTON
50' R.O.W.

NORTH

SCALE: 1" = 10'

0 10 20 30 40

PARKING ANALYSIS	
BLDG. #1	1680 SF
ADDITION	871 SF
TOTAL SF	2,551 SF
1,232 SF SEATING & WAITING @ 1/50	24.64 STALLS
1,319 SF GROSS AREA @ 1/200	6.60 STALLS
TOTAL PARKING STALLS REQUIRED	32 STALLS
EX. PARKING STALLS	30 STALLS

LANDSCAPING LEGEND			
SYMBOL	DESIGNATION	SIZE	AMOUNT
	DWARF FAN PALM CHAMAEROPS HUMILIS	5 GAL.	9
	MOCK ORANGE	5 GAL.	7
	DECORATIVE GRAVEL PAVING		—



PRJ-76284
04/22/19

TACOS EL GORDO
1618 & 1622 E. CHARLESTON BLVD.
LAS VEGAS, NV 89104

SITE PLAN

DATE	6/1/18
JOB #	
SCALE	1" = 10'
DRAWN BY	

REVISION

SHEET #
SP. 1

1618 & 1622 E. CHARLESTON
50' R.O.W.

SCALE: 1" = 10'

0 10 20 30 40

PARKING ANALYSIS	
BLDG. #1	1680 SF
ADDITION	871 SF
TOTAL SF	2,551 SF
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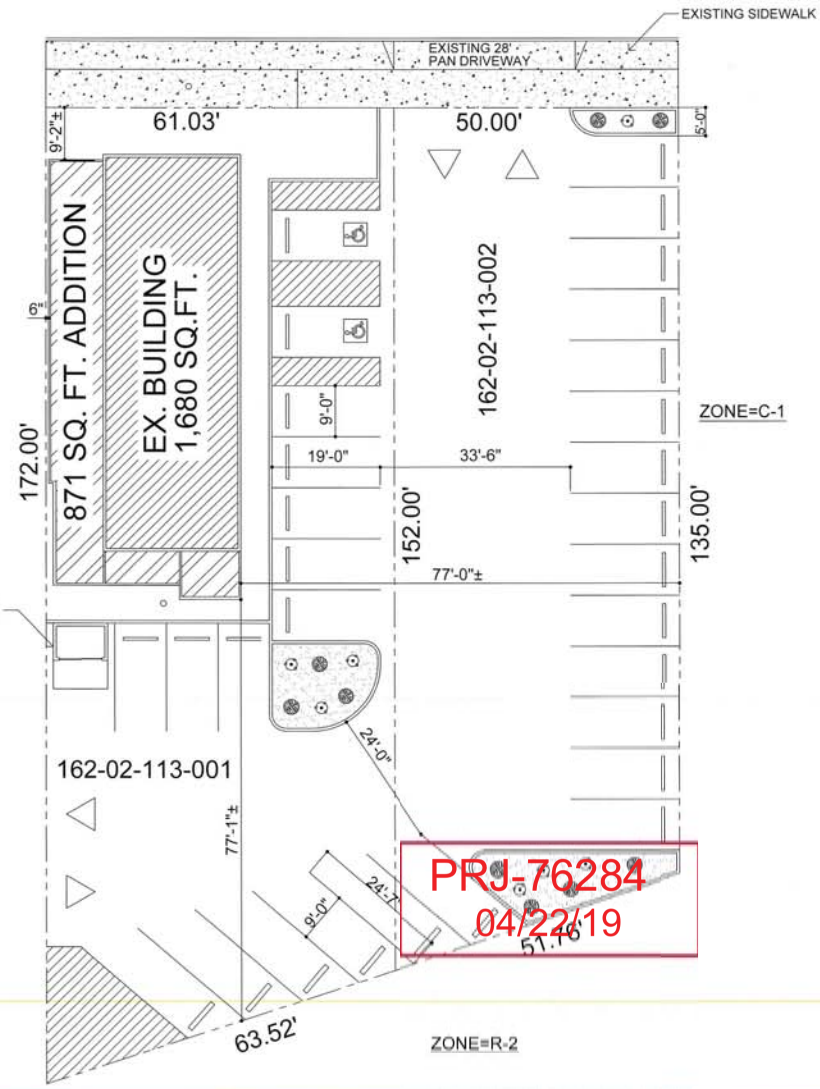
	DECORATIVE GRAVEL PAVING		—



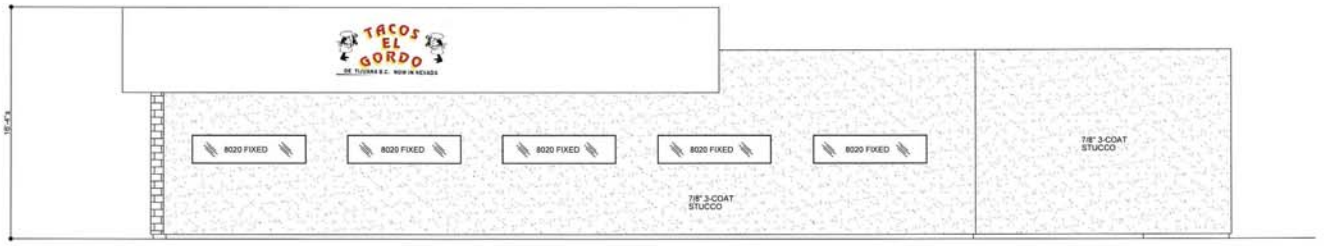
PRJ-76284
04/22/19

TACOS EL GORDO
1618 & 1622 E. CHARLESTON BLVD.
LAS VEGAS, NV 89104

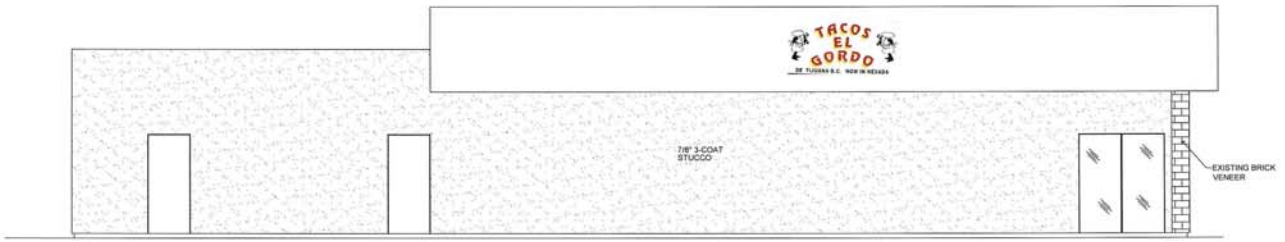
SITE PLAN

DATE : 6/7/18
JOB # :
SCALE : 1" = 10'
DRAWN BY :
REVISION :

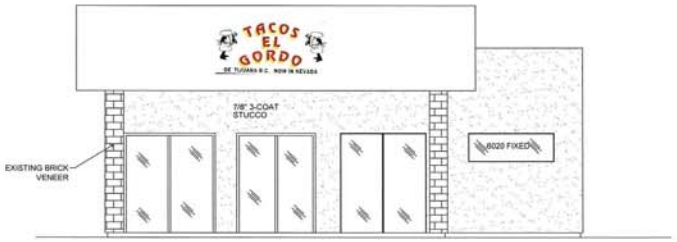
SHEET #
SP.1



WEST ELEVATION



EAST ELEVATION



FRONT ELEVATION



REAR ELEVATION

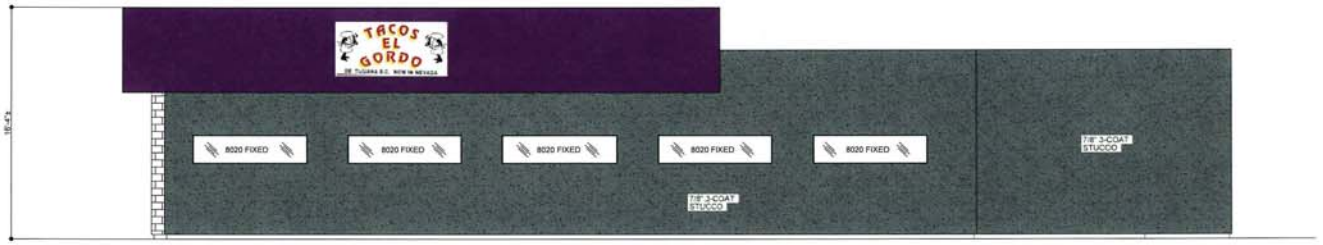
PRJ-76284
04/22/19

TACOS EL GORDO
1618 & 1622 E. CHARLESTON BLVD.
LAS VEGAS, NV 89104

ELEVATIONS

DATE : 5/1/18
JOB # :
SCALE : 1/4" = 1'-0"
DRAWN BY :
REVISION :

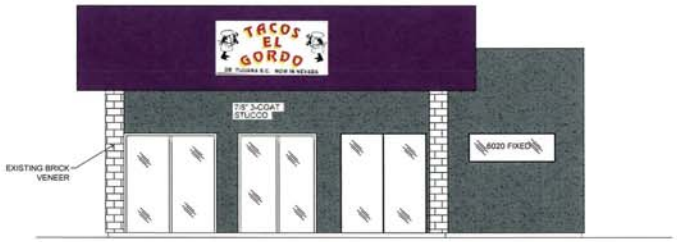
SHEET #
A.2



WEST ELEVATION



EAST ELEVATION



FRONT ELEVATION



REAR ELEVATION

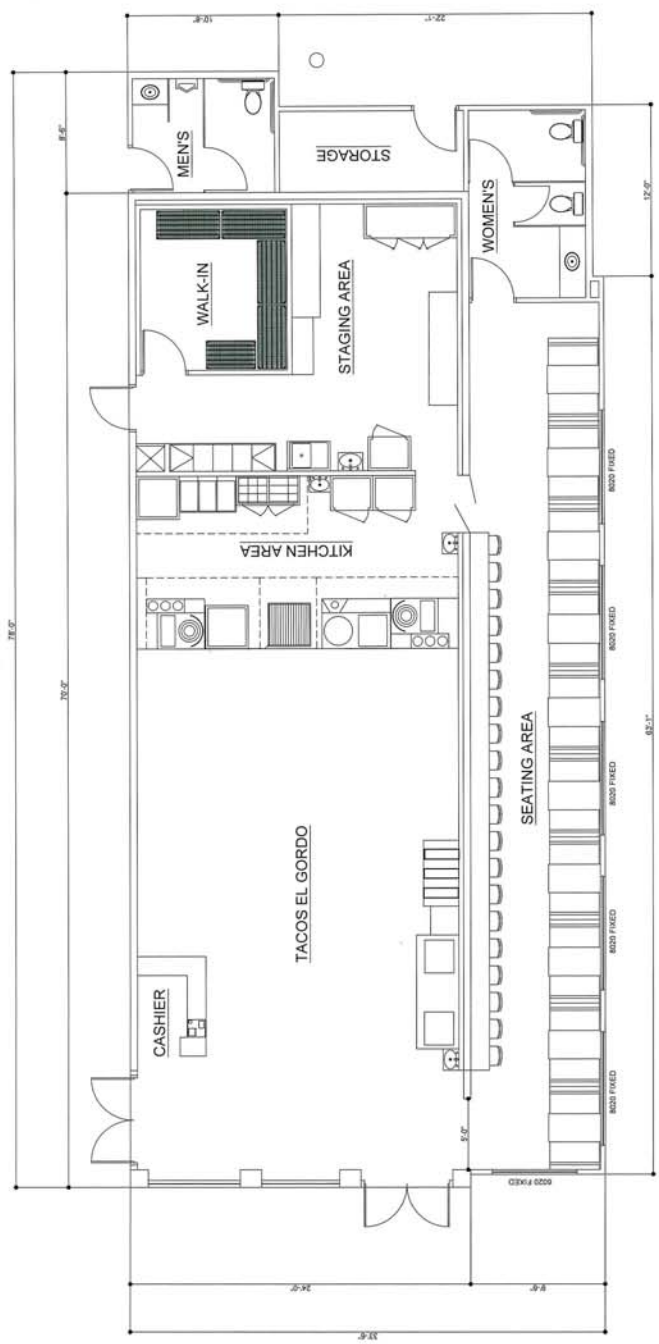
PRJ-76284
04/22/19

TACOS EL GORDO
1618 & 1622 E. CHARLESTON BLVD.
LAS VEGAS, NV 89104

ELEVATIONS

DATE: 6/7/18
REVISION:
JOB #:
SCALE: 1/4" = 1'-0"
DRAWN BY:

SHEET #
A.2



FLOOR PLAN
SCALE 1/4" = 1'-0"

CODE ANALYSIS

OCCUPANCY: A2
HEIGHT: ACTUAL = 16'-4"
STORIES: ACTUAL = ONE
ACTUAL = 2,551 SQ. FT.
REQUIRED EXITS: TWO
FIRE SPRINKLERS: PROPOSED
SPECIAL INSPECTIONS REQUIRED: NONE
FIRE RESISTIVE CONSTRUCTION REQUIREMENTS: NONE
OCCUPANCY LOAD:
SEATING AREA = 1,292 S.F. @ 1/15 = 86.13
RESTROOM AREA = 246 S.F. = 0
CASHIER AREA = 34 S.F. @ 1/200 = .17
SERVICE/STAGING AREA = 960 S.F. @ 1/200 = 4.5
STORAGE = 79 S.F. @ 1/300 = .26

TOTAL OCCUPANCY: 92

CONSTRUCTION TYPE: VB
ALLOWABLE = 40'-0"
ALLOWABLE = ONE
ALLOWABLE = 6,000 SQ. FT.
PROVIDED EXITS: TWO

PRJ-76284
04/22/19

1618 & 1622 E. CHARLESTON BLVD.
LAS VEGAS, NV 89104

FLOOR PLAN

DATE : 3/4/19
JOB # :
SCALE : 1/4" = 1'-0"
DRAWN BY :
REVISION :

SHEET # A.1



VAR-76335 [PRJ-76284] - VARIANCE RELATED TO VAR-76336 AND SDR-76337 - APPLICANT/OWNER: PATRON INVESTMENTS, LLC
1622 EAST CHARLESTON BOULEVARD

05/02/2019



VAR-76335 [PRJ-76284] - VARIANCE RELATED TO VAR-76336 AND SDR-76337 - APPLICANT/OWNER: PATRON INVESTMENTS, LLC
1622 EAST CHARLESTON BOULEVARD

05/02/2019



VAR-76335 [PRJ-76284] - VARIANCE RELATED TO VAR-76336 AND SDR-76337 - APPLICANT/OWNER: PATRON INVESTMENTS, LLC
1622 EAST CHARLESTON BOULEVARD

05/02/2019



JUSTIFICATION LETTER

THIS LETTER IS TO REQUEST A DEVELOPMENT PLAN FOR THE PROPOSED 2,551 SQ FT RESTAURANT LOCATED AT 1618 & 1622 E. CHARLESTON. WE ARE REQUESTING A WAIVER TO ALLOW A 0' FT LANDSCAPE BUFFER ALONG THE NORTH, SOUTH, EAST, & WEST PROPERTY LINES. WE ARE ALSO REQUESTING (2) VARIANCES, ONE FOR A 0' FT SIDEYARD SETBACK ALONG THE WEST PROPERTY LINE WHERE 10' FEET IS REQUIRED. THE SECOND VARIANCE THAT WE ARE REQUESTING IS TO ALLOW 30 PARKING SPACES WHERE 32 PARKING SPACES ARE REQUIRED ON 0.39 ACRES AT 1618 & 1622 E. CHARLESTON. WE OWN BOTH PROPERTIES AND WILL UTILIZE THEM FOR THE RESTAURANT AND PARKING LOT REQUIREMENTS. WE WILL ADD LANDSCAPE PLANTERS TO THE MODIFIED PARKING LOT LAYOUT. WE ARE ALSO ADDING ONTO THE EXISTING BUILDING TO MAXIMIZE THE CUSTOMER DINNING EXPERIENCE. WE GREATLY APPRECIATE YOUR HELP WITH OUR REQUESTS. THANK YOU FOR YOUR TIME.

SINCERELY MIGUEL ROJAS

PRJ-76284
04/22/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
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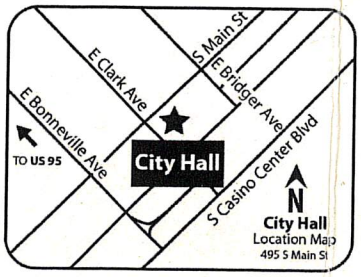
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK
2019 JUL -8 P 4:49

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.

VAR-76335 and VAR-76336 [PRJ-76284]
City Council Meeting of **JULY 17, 2019**

PRJ-76284
16202116043
PROCK ROCCO L & DONA J
1641 CURTIS DR
LAS VEGAS NV 89104-1850

93 ORDFMP1 89104

Submitted after final agenda
Item 93-94

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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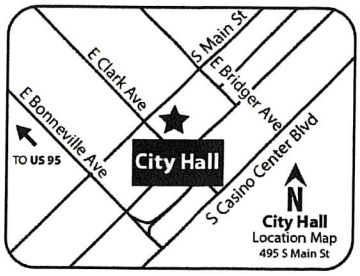
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
VAR-76335 and VAR-76336 [PRJ-76284]
City Council Meeting of **JULY 17, 2019**

PRJ-76284
13935413068
MURPHY MELISSA ELLEN & MACHIKO I
239 SPENCER ST
LAS VEGAS NV 89101

97 ORDFNP1 89101

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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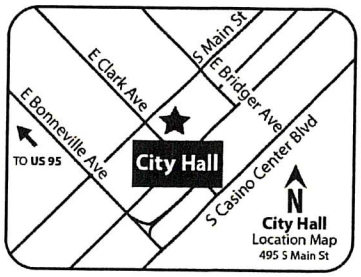
Las Vegas, NV
Permit No. 1630

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.
VAR-76335 and VAR-76336 [PRJ-76284]
City Council Meeting of **JULY 17, 2019**

PRJ-76284
13935413164
R Z M Z FAMILY L L C - SERIES 4
2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

Submitted after final agenda
Item 93-94

93 ORDFNP1 89104

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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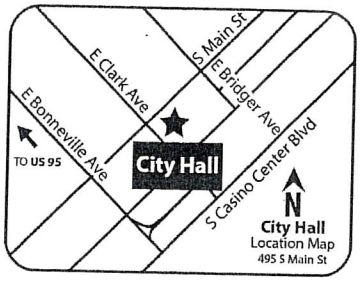
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
[illegible]
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.

VAR-76335 and VAR-76336 [PRJ-76284]

Planning Commission Meeting of **06/11/2019**

PRJ-76284
16202116043
PROCK ROCCO L & DONA J
1641 CURTIS DR
LAS VEGAS NV 89104-1850

93 DRDFNP1 89104

Submitted after final agenda

15 P
16 P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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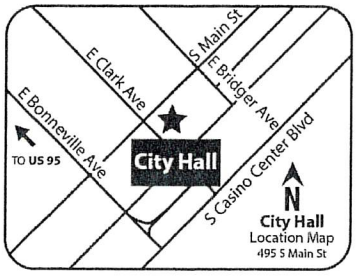
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

RECEIVED
JUN 0
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.

VAR-76335 and VAR-76336 [PRJ-76284]
Planning Commission Meeting of **06/11/2019**

PRJ-76284
13935413068
MURPHY MELISSA ELLEN & MACHIKO I
239 SPENCER ST
LAS VEGAS NV 89101

87 DRDFMP1 89101

Submitted after final agenda

15A
16A

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
75

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
VAR-76336 - ABEYANCE ITEM - VARIANCE RELATED TO VAR-76335 - PUBLIC HEARING - APPLICANT/OWNER: PATRON INVESTMENTS, LLC - For possible action on a request for a Variance TO ALLOW 30 PARKING SPACES WHERE 32 PARKING SPACES ARE REQUIRED on 0.39 acres at 1618 and 1622 East Charleston Boulevard (APNs 162-02-113-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-76284]. Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	1
City Council Meeting	1	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0 vote) recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

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) _____

Project Address (Location) 1618, 1622 E Charleston Blvd.

Project Name Tacos el Gordo — Proposed Use _____

Assessor's Parcel #(s) 162-02-113-001 002 — Ward # _____

General Plan: Existing _____ Proposed _____ Zoning: Existing _____ Proposed _____

Additional Information _____

Property Owner Miguel Rojas Rivera — Contact _____

Address 1590 Golden Arrow — City Las Vegas State NV Zip 89169

E-mail tacos elgordobc@gmail.com — Phone (619) 424-7465

Applicant _____ — Contact _____

Address _____ — City _____ State _____ Zip _____

E-mail _____ — Phone _____

Representative ANGEL DIAZ — Contact 702-413-8617

Address 1724 E CHARLESTON BLVD — City LAS VEGAS State NV Zip 89104

E-mail days electric INC@gmail.com — Phone 702 413-8617

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 MIGUEL ROJAS RIVERA

Subscribed and sworn before me

This _____ day of _____, 20 _____ SEE ATTACHED

Notary Public in and for said County and State

PRJ-76284
04/22/19

04/18/2019 02:29PM 7022528226 GORDO CHARL PAGE 01/01

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 SAN DIEGO

On APRIL 18, 2019 before me, Phyllis E. Webster, Notary Public
(insert name and title of the officer)

personally appeared MIGUEL ROJAS RIVERA
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

Signature Phyllis E Webster (Seal)

PHYLLIS E WEBSTER
COMM. #2197785
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 15, 2021

PRJ-76284
04/22/19

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
76

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SDR-76337 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW RELATED TO VAR-76335 and VAR-76336 - PUBLIC HEARING - APPLICANT/OWNER: PATRON INVESTMENTS, LLC - For possible action on a request for a Site Development Plan Review FOR A PROPOSED 871 SQUARE-FOOT ADDITION TO AN EXISTING BUILDING WITH A WAIVER TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ALONG THE NORTH PERIMETER WHERE 15 FEET IS REQUIRED AND A ZERO-FOOT LANDSCAPE BUFFER ALONG THE EAST PERIMETER WHERE EIGHT FEET IS REQUIRED on 0.39 acres at 1618 and 1622 East Charleston Boulevard (APNs 162-02-113-001 and 002), C-1 (Limited Commercial) Zone, Ward 3 (Coffin) [PRJ-76284]. Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	1
City Council Meeting	1	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (4-1 vote) recommends APPROVAL subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Supporting Documentation
3. Backup Submitted from the July 17, 2019 City Council Meeting
4. Backup Submitted at the June 11, 2019 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

DEPARTMENT OF PLANNING

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) _____

Project Address (Location) 1618, 1622 E Charleston Blvd.

Project Name Tacos el Gordo — Proposed Use _____

Assessor's Parcel #(s) 162-02-113-001 002 — Ward # _____

General Plan: Existing _____ Proposed _____ Zoning: Existing _____ Proposed _____

Additional Information _____

Property Owner Miguel Rojas Rivera — Contact _____

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E-mail tacos elgordobc@gmail.com — Phone (619) 424-7465

Applicant _____ — Contact _____

Address _____ — City _____ State _____ Zip _____

E-mail _____ — Phone _____

Representative ANGEL DIAZ — Contact 702-413-8617

Address 1724 E CHARLESTON BLVD — City LAS VEGAS State NV Zip 89104

E-mail days electric INC@gmail.com — Phone 702 413-8617

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.

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Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name MIGUEL ROJAS RIVERA

Subscribed and sworn before me

This _____ day of _____, 20 _____ SEE ATTACHED

Notary Public in and for said County and State

PRJ-76284
04/22/19

04/18/2019 02:29PM 7022528226 GORDO CHARL PAGE 01/01

ACKNOWLEDGMENT

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State of California

County of SAN DIEGO

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(insert name and title of the officer)

personally appeared MIGUEL ROJAS RIVERA
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

Signature Phyllis E Webster (Seal)

PHYLLIS E WEBSTER
COMM. #2197785
SAN DIEGO COUNTY
NOTARY PUBLIC-CALIFORNIA
MY COMMISSION EXPIRES
JUNE 15, 2021

PRJ-76284
04/22/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 JUL -8 P 4:49

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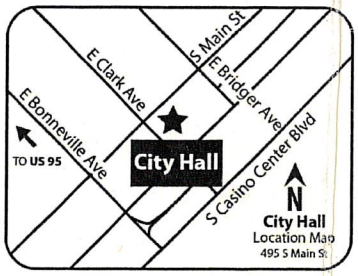
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-76337 [PRJ-76284]
City Council Meeting of **JULY 17, 2019**

PRJ-76284
16202116043
PROCK ROCCO L & DONA J
1641 CURTIS DR
LAS VEGAS NV 89104-1850

93 DRDFNP1 89104

Submitted after final agenda
Item 95

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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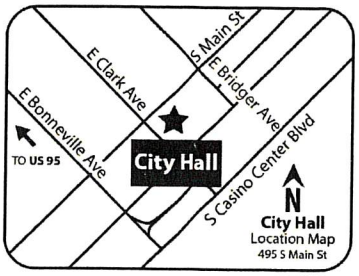

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Please use available blank space on card for your comments.

SDR-76337 [PRJ-76284]
City Council Meeting of **JULY 17, 2019**

PRJ-76284
13935413164
R Z M Z FAMILY L L C - SERIES 4
2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

93 DRDFNP1 89104

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 JUL -8 P 4:49

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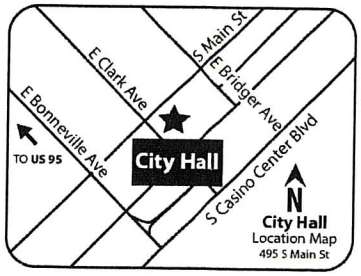
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-76337 [PRJ-76284]
City Council Meeting of **JULY 17, 2019**

PRJ-76284
13935413068
MURPHY MELISSA ELLEN & MACHIKO I
218 SPENCER ST
LAS VEGAS NV 89101

Submitted after final agenda
Item 95

87 DRDFNP1 89101

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Permit No. 1630

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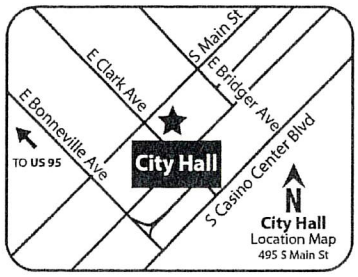
Official Notice of Public Hearing



RECEIVED
JUN 10
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-76337 [PRJ-76284]

Planning Commission Meeting of **06/11/2019**

PRJ-76284
16202116043
PROCK ROCCO L & DONA J
1641 CURTIS DR
LAS VEGAS NV 89104-1850

93 DRDFMP1 89104

Submitted after final agenda

17P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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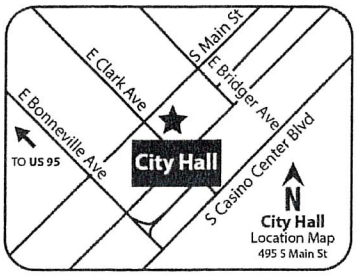

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City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-76337 [PRJ-76284]
Planning Commission Meeting of **06/11/2019**

PRJ-76284
13935413068
MURPHY MELISSA ELLEN & MACHIKO I
239 SPENCER ST
LAS VEGAS NV 89101

87 DRDFNP1 89101

Submitted after final agenda

17A

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
77

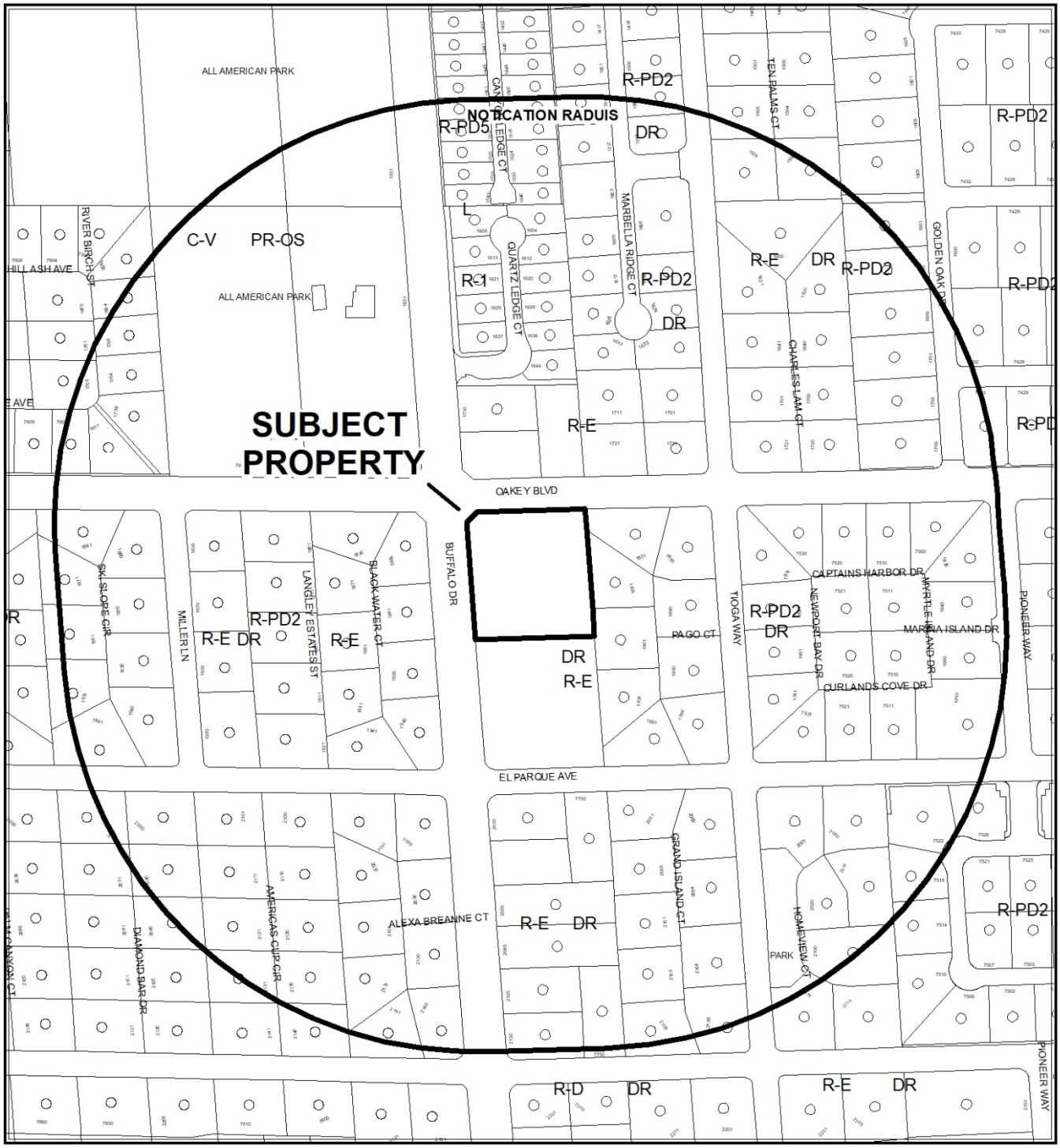
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
VAR-76222 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: RRA HOLDINGS, LLC - For possible action on a request for a Variance TO ALLOW TWO PROPOSED NINE SQUARE-FOOT WALL SIGNS WHERE ONE, TWO SQUARE-FOOT WALL SIGN IS ALLOWED on 2.03 acres at 1876 South Buffalo Drive (APN 163-03-301-012), R-E (Residence Estates) Zone, Ward 1 (Knudsen) [PRJ-76168]. The Planning Commission (5-0) vote and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	1
City Council Meeting	6	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (5-0) vote and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Support Postcard
7. Backup Submitted from the July 3, 2019 City Council Meeting
8. Backup Submitted at the May 28, 2019 Planning Commission Meeting



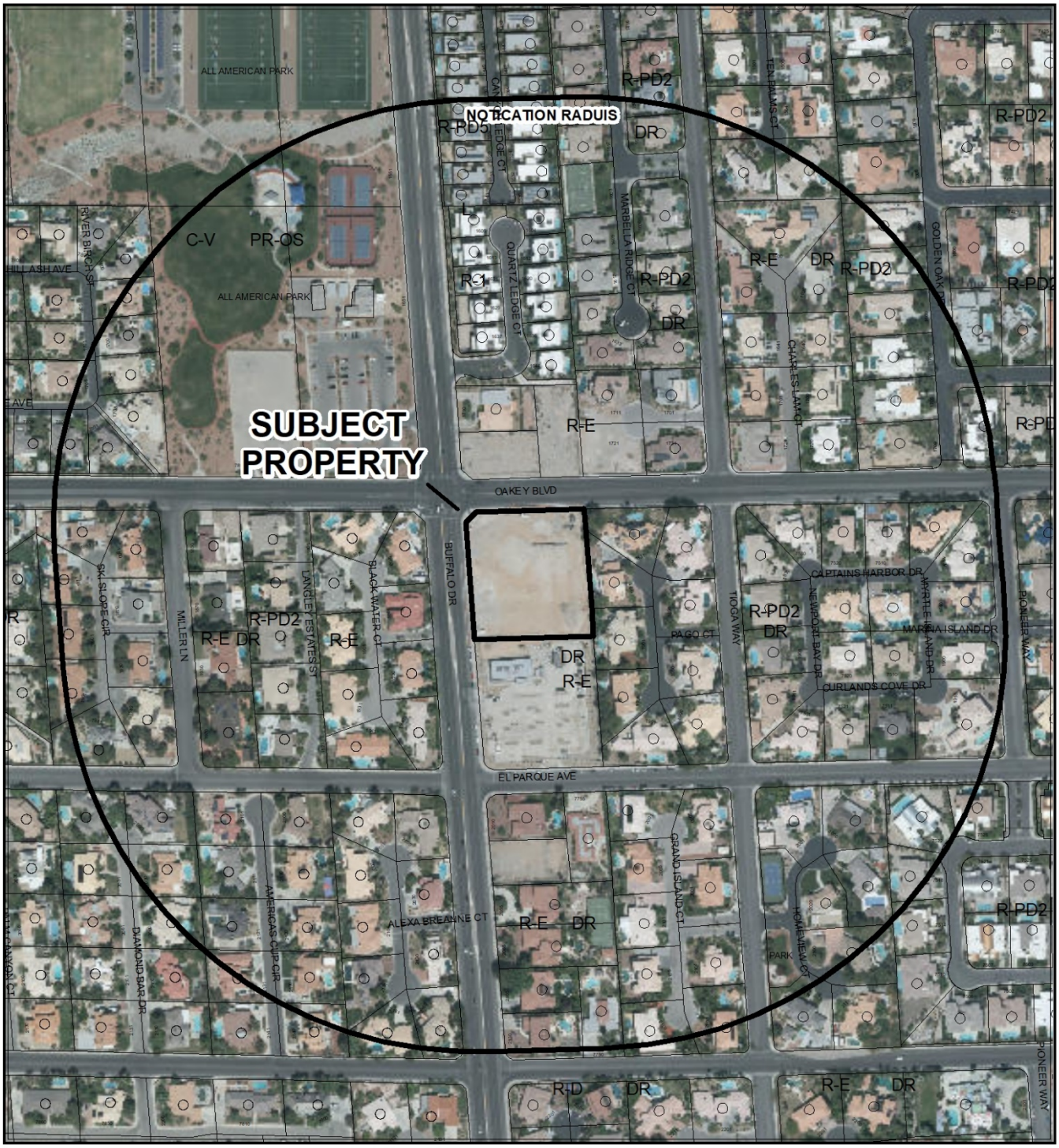
0 275 550 Feet

CASE: **VAR-76222 (PRJ-76168)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES) ZONE

N



CASE: **VAR-76222 (PRJ-76168)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES) ZONE

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: RRA HOLDINGS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
VAR-76222	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28

NOTICES MAILED 184 (By City Clerk)

PROTESTS 2

APPROVALS 1

SS

**** CONDITIONS ****

VAR-76222 CONDITIONS

Planning

1. Conformance to the approved conditions for Site Development Plan Review (SDR-65451).

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 requesting to place two circular internally illuminated wall signs at the entrance of a Private Country Club at 1876 South Buffalo Drive. The signs exceed the number and size allowed for development within the R-E (Residence Estates) zoning district.

ISSUES

- A Variance is requested to allow two proposed nine square-foot wall signs where one, two square-foot wall sign is allowed in the R-E (Residence Estates) zoning district.
- The signs are illuminated and visible from adjacent rights-of-way.

ANALYSIS

Sign regulations within the R-E (Residence Estates) zoning district are more restrictive than for comparable commercial zones and only allow for one wall sign per property that is no larger than two square feet in size. Each sign consists of an internally illuminated cabinet that is 7.07 square feet by Title 19 measurement standards. Computing by rectangle yields 9.00 square feet, but contains empty space that is not part of the cabinet. The proposed cabinets would be internally illuminated and visible from the existing public rights-of-way and therefore are not exempt from regulation by Title 19. Both proposed signs would be located at eye level at the building entrance on the northwest facing elevation, toward a public park and away from existing single-family residential development. The signs conform to residential protection standards in Title 19.06.140.

This is a new development that was recently completed. Although the building entrance is visible from Buffalo Drive and Oakey Boulevard, the signs are approximately 80 feet from the west property line and 70 feet from the north property line and will be screened by 15-foot wide landscape buffers. Mesquite trees within the buffers will provide additional screening as they mature.

FINDINGS (VAR-76222)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

The applicant's request for a variance is warranted in this instance. The signs are relatively small in size and are set back 70 to 80 feet from the adjacent public rights-of-way and will be partially screened from view by maturing trees within the approved landscape buffers along the roadways. The signs would be oriented away from existing single-family residential development. As no substantial detriment to the public good is foreseen by proposing these signs, staff recommends approval of the variance request, subject to conditions.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
03/19/86	The City Council approved a Petition to Annex (A-0009-85) approximately 1,400 acres generally located south of Charleston Boulevard between Torrey Pines Drive and Fort Apache Road, including the subject site. The Annexation became effective 03/28/86.
11/23/98	The City Council approved a request to amend a portion of the Southwest Sector Plan of the General Plan (GPA-0027-98) from R (Rural Density Residential) to DR (Desert Rural Density Residential) on properties bounded by the Holmby Avenue Drainage Alignment, Via Olivero Avenue, Rainbow Boulevard and Durango Drive. The Planning Commission and staff recommended approval.
10/19/16	The City Council approved a request for a Special Use Permit (SUP-65450) for a Country Club, Private use at the southeast corner of Oakey Boulevard and Buffalo Drive. The Planning Commission and staff recommended approval.
10/19/16	The City Council approved a request for a Site Development Plan Review (SDR-65451) for a proposed 4,200 square-foot club house and eight sport courts associated with a private Country Club at the southeast corner of Oakey Boulevard and Buffalo Drive. The Planning Commission and staff recommended approval.
05/24/17	Code Enforcement processed a Case (179078) to investigate a complaint regarding excess vegetation and litter creating a visibility hazard to traffic at the southeast corner of Oakey Boulevard and Buffalo Drive. The case was resolved 07/21/17.
11/12/17	Code Enforcement processed a Case (184071) to investigate a complaint regarding temporary signage on a vacant lot at the southeast corner of Oakey Boulevard and Buffalo Drive. The case was resolved 01/21/18.
01/10/19	Code Enforcement processed a Case (195770) to investigate a complaint regarding bright and intrusive lights at a paddle tennis facility at 1876 South Buffalo Drive. Code Enforcement found illegal signage at the site. The case was resolved 03/21/19.
05/28/19	The Planning Commission voted (5-0) to recommend APPROVAL of a request for a Variance TO ALLOW TWO PROPOSED NINE SQUARE-FOOT WALL SIGNS WHERE ONE, TWO SQUARE-FOOT WALL SIGN IS ALLOWED on 2.03 acres at 1876 South Buffalo Drive (APN 163-03-301-012), R-E (Residence Estates) Zone, Ward 1 [PRJ-76168].
07/03/19	The City Council voted to hold a request for Variance (VAR-76222) to HOLD IN ABEYANCE to the July 17, 2019.

Most Recent Change of Ownership	
12/14/16	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/12/18	A building permit (344320) was issued for a clubhouse building at 1876 South Buffalo Drive. A final inspection has not been approved; however, a temporary Certificate of Occupancy was granted 02/21/19.
	A building permit (344318) was issued for onsite improvements for a country club at 1878 South Buffalo Drive. A final inspection has not been approved.
03/22/18	A building permit (C18-01137) was issued for a block wall at 1876 South Buffalo Drive. A final inspection was approved 04/12/18.
10/09/18	A business license (G66-06804) was issued for operation of padel tennis courts at 1876 South Buffalo Drive. The license remains active.
11/07/18	Application was made for a building permit (C18-04829) for two wall signs and one freestanding sign at 1876 South Buffalo Drive. Department of Planning staff denied review of the permit application for nonconformance with Title 19.06 sign regulations.

Pre-Application Meeting	
04/01/19	A pre-application meeting was held with the applicant to discuss submittal requirements for a Variance application. Staff informed the applicant that building permits for the padel tennis facility have not been finaled, although it appears to be completed.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/15/19	The site is located on a corner lot directly adjacent to residential development on the east and across the street from two other residential developments. The building and sport courts appear to be completed, although there did not appear to be any public activity. Two temporary freestanding signs advertising the country club were located within the perimeter landscape buffer adjacent to the traffic signal at the intersection. There is also a small logo on the entrance door.

Details of Application Request	
Site Area	
Net Acres	2.03

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Country Club, Private	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)
South	Church/House of Worship	DR (Desert Rural Density Residential)	R-E (Residence Estates)
East	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)
West	Single Family, Detached	DR (Desert Rural Density Residential)	R-E (Residence Estates)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
RP-O (Rural Preservation Overlay) District (330’ Buffer Zone)	Y
Other Plans or Special Requirements	***Compliance***
Trails (Pedestrian Path – Oakey Blvd.)	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

DEVELOPMENT STANDARDS

Wall Signs: *[Northwest elevation]*			
Standards	***Allowed***	***Provided***	***Compliance***
Maximum Number	1 total	2 total	N
Maximum Area	2 SF	9 SF	N
Maximum Height	12” above top of wall, parapet or marquee	Below roofline	Y
Maximum Projection	2 Feet	Less than 24”	Y
Illumination	Internal/External	Internal LED	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 for signage

Project Address (Location) 1876 S. Buffalo Dr. Las Vegas NV

Project Name Real Racquet Academy **Proposed Use** Racquet Club

Assessor's Parcel #(s) 163-03-301-012 **Ward #** 1

General Plan: Existing DR Proposed _____ **Zoning:** Existing R-E Proposed N/A

Additional Information _____

Property Owner RRA Holdings LLC **Contact** Martin Sweeney

Address 8942 Spanish Ridge City Las Vegas State NV Zip 89148

E-mail martin.sweeney@rrapadel.com Phone 702-773-5898

Applicant RRA Holdings LLC **Contact** Martin Sweeney

Address 8942 Spanish Ridge City Las Vegas State NV Zip 89148

E-mail martin.sweeney@rrapadel.com Phone 702-773-5898

Representative Patrick's Signs **Contact** Joshua Hunter

Address 5115 Arville St. City Las Vegas State NV Zip 89118

E-mail jhunter@patrickssigns.com Phone 702-336-7147

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 MARTIN SWEENEY

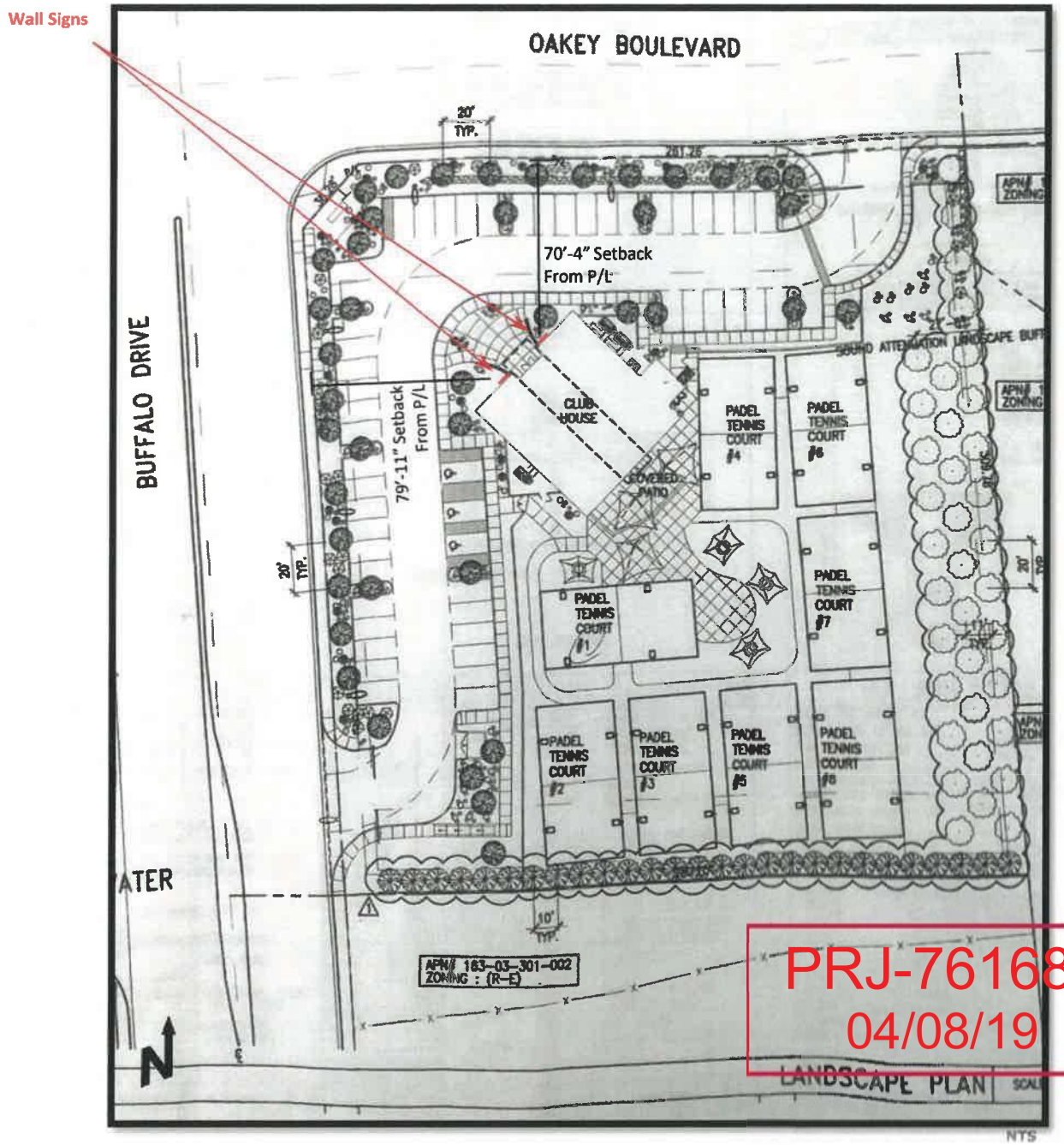
Subscribed and sworn before me

This 24th day of January, 20 19

Notary Public in and for said County and State State of Nevada County of Clark

KYLEY Z. SIMPSON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 01-01-2021
Certificate No: 17-1570-1

PRJ-70168
04/08/19



PRJ-76168
04/08/19

City Council - Page 1291

REAL RACQUET ACADEMY PADEL

SITE PLAN

Project Address:	1876 S Buffalo Dr APN 163-03-30-012
Date:	
View:	
Sales Rep:	
Designer:	
Design #:	

SCOPE

REVISIONS

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

FINAL APPROVALS

Client:	
Estimate	
Design:	
Sales Rep:	

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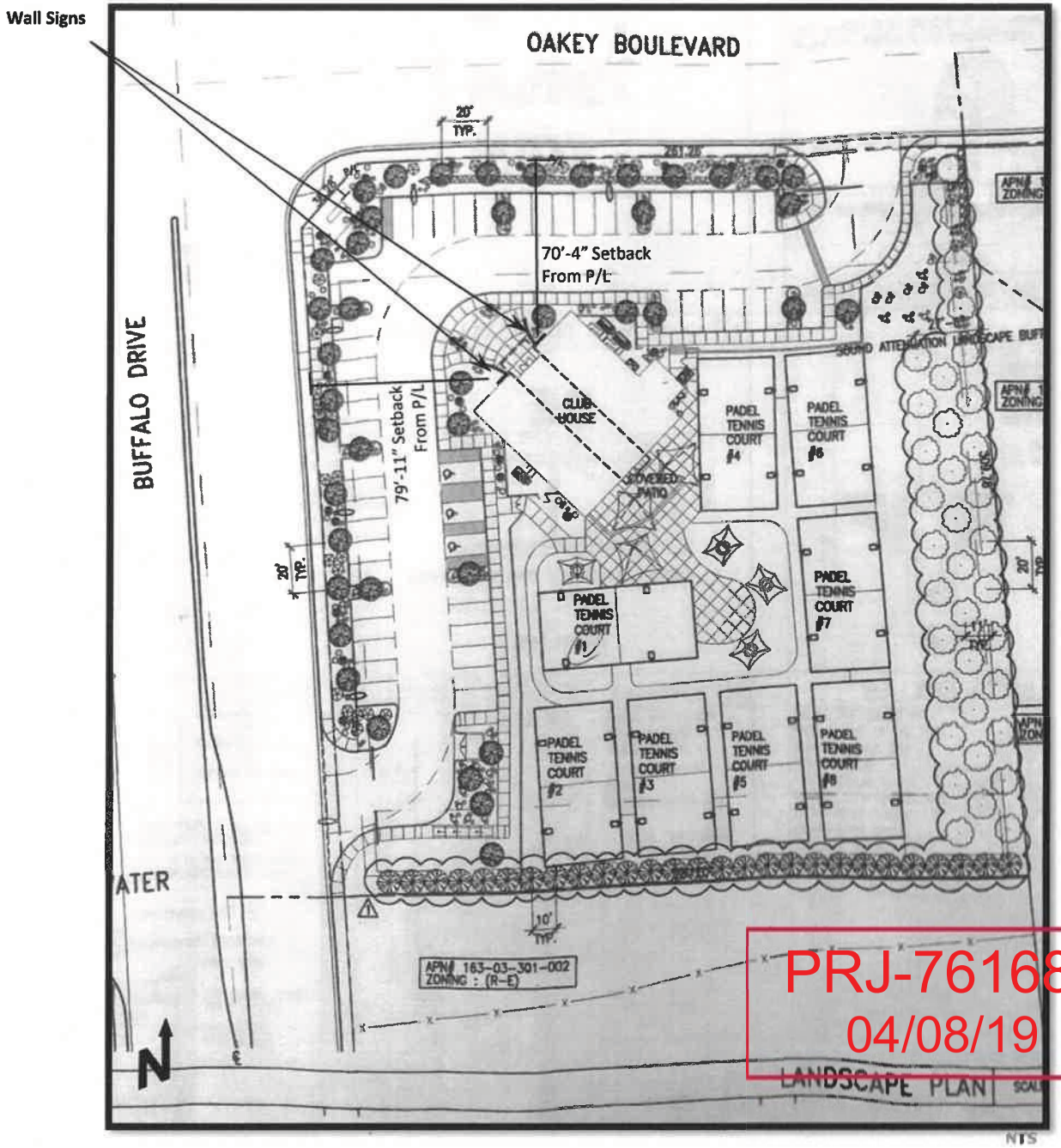

PRJ-76168
04/08/19

City Council - Page 1292

REAL RACQUET ACADEMY PADEL

SITE PLAN

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Date:	
View:	
Sales Rep:	
Designer:	
Design #:	

SCOPE

REVISIONS

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Estimate
Design:
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North-West Elevation



MANUFACTURE AND INSTALL TWO (2) S/F, FACE LIT (ROUND) CHANNEL CABINET FOR REAL RACQUET ACADEMY 9 SF EA. NTS



EXISTING

PRJ-76168
04/08/19

REAL RACQUET ACADEMY PADEL

EXTERIOR SIGNS

Project Address:	1876 S Buffalo Dr APN 163-03-30-012
Date:	
View:	
Sales Rep:	
Designer:	
Design #:	

SCOPE

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Estimate	
Design:	
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EXISTING

PRJ-76168
04/08/19

REAL RACQUET ACADEMY PADEL

EXTERIOR SIGNS

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View:	
Sales Rep:	
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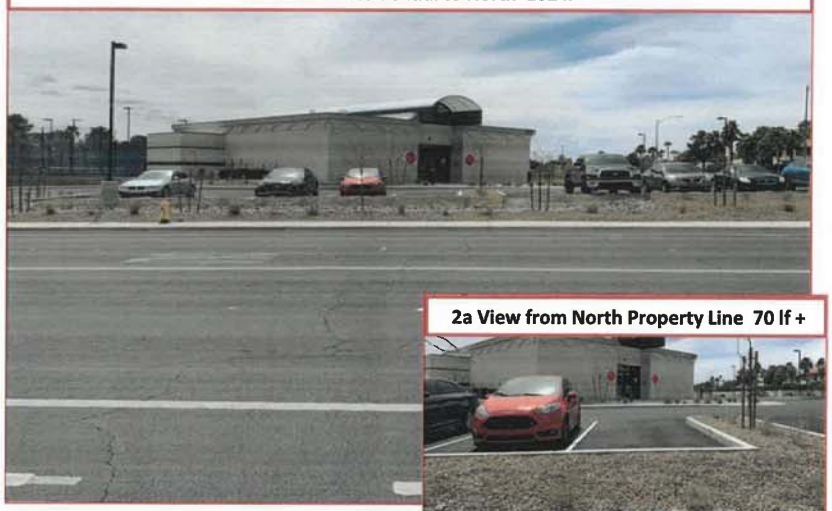
PRINT 11"X17" (ACTUAL SIZE)

3 View from Public Facility to North-West 280 lf +



2 View from Residential to North 162 lf +



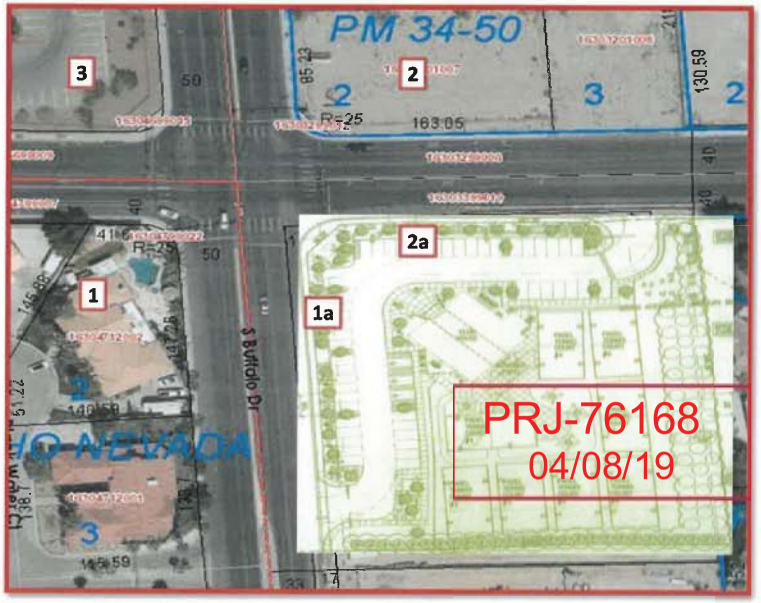
2a View from North Property Line 70 lf +

1 View from Residential to West 189 lf +



1a View from West Property Line 79 lf +





City Council - Page 1295

PADEL RACQUET ACADEMY

EXTERIOR SIGNS

Project Address: 1876 S Buffalo Dr
APN 163-03-30-012
Date:
View:
Sales Rep:
Designer:
Design #:

SCOPE

REVISIONS

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Estimate
Design:
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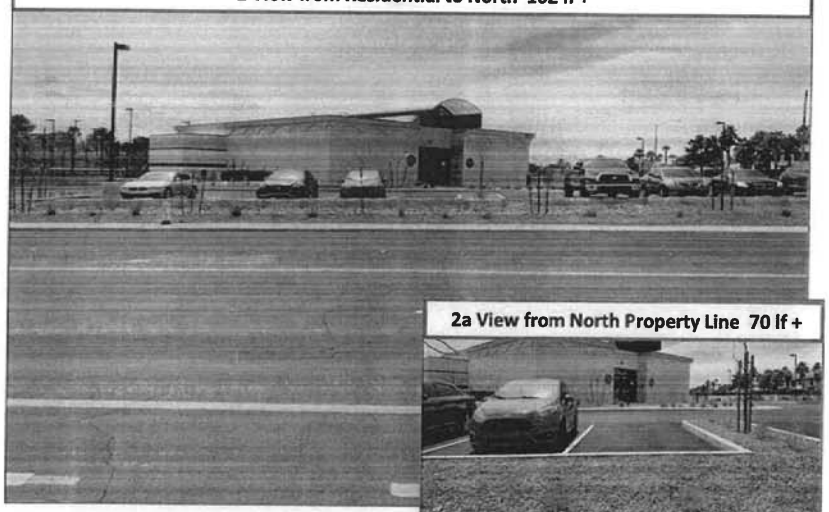

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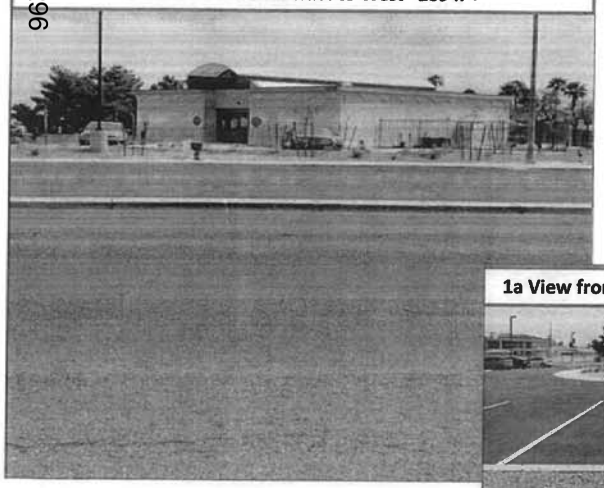
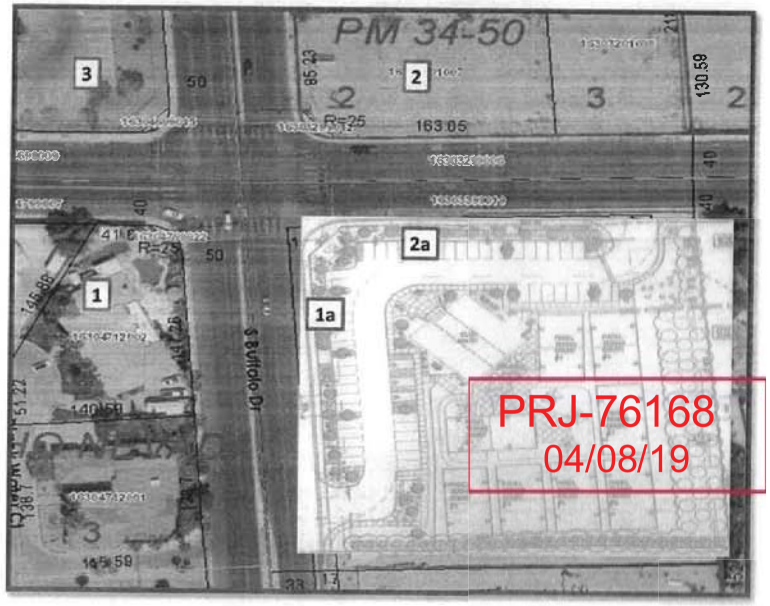


1a View from West Property Line 79 lf +





PRJ-76168
04/08/19

REAL RACQUET ACADEMY PADEL

EXTERIOR SIGNS

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APN 163-03-30-012
Date:
View:
Sales Rep:
Designer:
Design #:

SCOPE

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VAR-76222 [PRJ-76168] - VARIANCE - APPLICANT/OWNER: RRA HOLDINGS, LLC
1876 SOUTH BUFFALO DRIVE

04/15/19



VAR-76222 [PRJ-76168] - VARIANCE - APPLICANT/OWNER: RRA HOLDINGS, LLC
1876 SOUTH BUFFALO DRIVE

04/15/19

Cit



VAR-76222 [PRJ-76168] - VARIANCE - APPLICANT/OWNER: RRA HOLDINGS, LLC
1876 SOUTH BUFFALO DRIVE

04/15/19

Cit

PATRICK'S signs
SUNSET LIGHTING

5115 Arville Street, Las Vegas, NV 89118

City of Las Vegas
Planning Commission
333 N Rancho Dr.
Las Vegas NV 89106

March 14, 2019

Re: Variance / Signage
Real Racquet Academy
1876 South Buffalo Drive

On behalf of the Real Racquet Academy located at 1876 South Buffalo Dr. we are requesting approval for two (2), 9sf ea., illuminated wall signs where one (1) 2sf illuminated wall sign is allowed; 19.06.140(F).
This property is zoned R-E with previous Zoning actions which include SUP-65450 and SDR-6545.

The proposed signs, 3'-0"w by 3'-0"h internally illuminated Logo Cabinets, are to be placed at the front entrance on the angled North-West elevation directly facing the public facility parking lot which is 268 lf to the North-West.

Placed low on the building at approximately 4' above grade they will be visible to members as they enter and, due to the angled placement, landscaping and distance, will be only somewhat, if at all, visible to residential properties; 150'+lf directly North across Oakey Blvd and 178'+lf directly West across Buffalo Dr.

All approved signage is subject to approvals of the City of Las Vegas Building Department.

Your consideration is appreciated.

Josh Hunter
Senior Account Executive
Patrick Signs
jhunter@patrickssigns.com
(702) 873-4463 o
(702) 336-7417 c

PRJ-76168
04/08/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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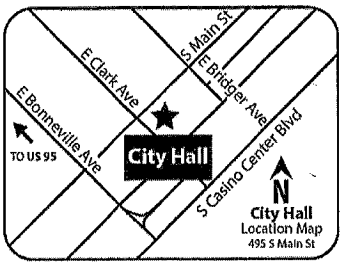

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76222 [PRJ-76168]
City Council Meeting of **07/03/19**

Case: VAR-76222

Mr. Joshua Hunter
Patrick Signs
5115 Arville Street
Las Vegas, Nevada 89118

115 ORDCNP1

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

SUBJECT: **VAR-76222 - APPLICANT/OWNER: RRA HOLDINGS, LLC**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 3, 2019 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 ***JULY 2, 2019.***

Signature

07/01/19
Date

JOSHUA HUNTER
Please Print Name

PATRICK'S SIGNS
Company Name

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

Submitted after final agenda

AGENDA ITEM #54
RECEIVED 07.01.19

PAGE 01/01
AB QUICKSILVER
7024370958
06/24/2019 16:36

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2019 JUN 24 P 5:23

Submitted after final agenda
Item 54

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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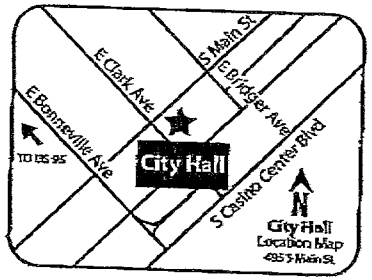

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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VAR-76222 [PRJ-76168]
City Council Meeting of **07/03/19**

PRJ-76168
16304717002
COLLINS SHIRLEY R LIVING TRUST
COLLINS SHIRLEY R TRS
P O BOX 27649
LAS VEGAS NV 89126-1649

89 89109-1

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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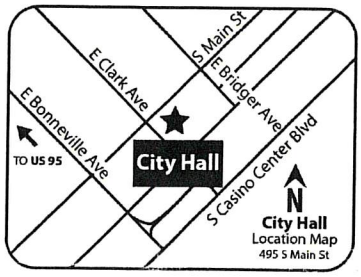

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-76222 [PRJ-76168]
City Council Meeting of **07/03/19**

PRJ-76168
16303311004
HARRINGTON W QUALIFIED RES TR
HARRINGTON D QUALIFIED RES TR
2020 HOMEVIEW CT
LAS VEGAS NV 89117-2042

111 DRDGNP1

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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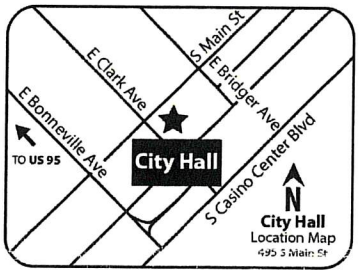

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76222 [PRJ-76168]
City Council Meeting of **07/03/19**

too Commercial for a neighborhood - NO!!

PRJ-76168
16303311001
HYER DODD DALE & ZAN P FAMILY TR
HYER DODD D & ZAN P TRS
2001 HOMEVIEW CT
LAS VEGAS NV 89117-2043

111 DRDGNP1

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Permit No. 1630

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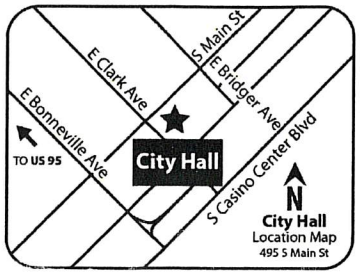

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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VAR-76222 [PRJ-76168]
City Council Meeting of **07/03/19**

Current signs large enough!

PRJ-76168
16303217004
BROWN CHARLES A
HAINES SANDRA J
1613 QUARTZ LEDGE CT
LAS VEGAS NV 89117

111 DRDGNP1

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Permit No. 1630

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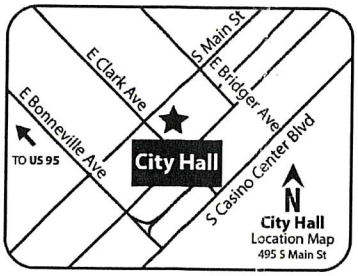
CITY CLERK
2019 JUN 27 P 12:12



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.

VAR-76222 [PRJ-76168]
City Council Meeting of **07/03/19**

PRJ-76168
16304717006
MILLER KIRK & RACHEL FAMILY TRUS
2131 ALEXA BREANNE CT
LAS VEGAS NV 89117

111 DRDGNP1

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
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Las Vegas, NV
Permit No. 1630

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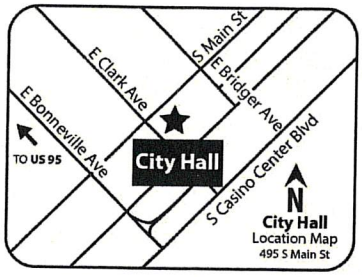
CITY CLERK
2019 JUL -1 P 12:15

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76222 [PRJ-76168]
City Council Meeting of **07/03/19**

PRJ-76168
16304712001
GREEN MARY O SEPARATE PROPERTY T
GREEN MARY O TRS
1870 BLACK WATER CT
LAS VEGAS NV 89117-1948

111 ORDGNP1

Submitted after final agenda
Item 54

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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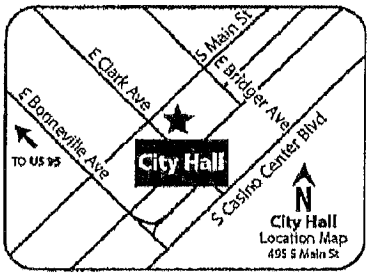
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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CITY CLERK
2019 JUL -1 A 10:01

PRJ-76168
16304617008
LYTLE JOHN ALLEN & TRUDI LEE
1600 RIVER BIRCH ST
LAS VEGAS NV 89117-1383

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.

VAR-76222 [PRJ-76168]
City Council Meeting of **07/03/19**

Submitted after final agenda
Item 54

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

RECEIVED
MAY 2 3 2019
Dept of Planning
City of Las Vegas

CASE: VAR-76222 [PRJ-76168] - VARIANCE

SUBJECT: APPLICANT/OWNER: RRA HOLDINGS, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MAY 28, 2019*** 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 ***THURSDAY, MAY 23, 2019.***



Signature

05/22/19

Date

JOSH HUNTER

Please Print Name

PATRICK'S SIGNS

Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda

Item #14

PAGE 01/01
AB QUICKSILVER
7024370958
05/24/2019 14:56

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1690

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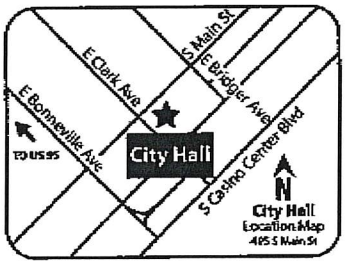
Official Notice of Public Hearing



RECEIVED
MAY 28 2019
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76222 [PRJ-76168]
Planning Commission Meeting of **05/28/2019**

PRJ-76168
16304717002
COLLINS SHIRLEY R LIVING TRUST
COLLINS SHIRLEY R TRS
P O BOX 27649
LAS VEGAS NV 89126-1649

14P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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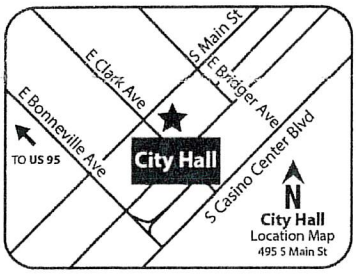
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 2 2 2019
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76222 [PRJ-76168]
Planning Commission Meeting of **05/28/2019**

PRJ-76168
16304702004
WILSON W TRUST
WILSON ROBERT WRIGHT JR & WENDI
1861 SKI SLOPE CIR
LAS VEGAS NV 89117-1951

111 DRDFNP1 89117

14P

May 27 19 09:29p Allen Lytle (702)876-2744 p.1

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Permit No. 1630

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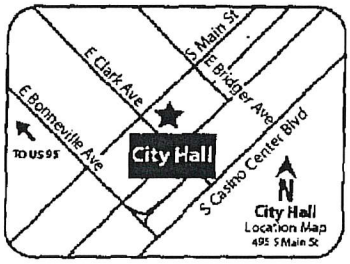

RECEIVED
MAY 2 8 2019
Dept of Planning
City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76222 [PRJ-76168]
Planning Commission Meeting of **05/28/2019**

PRJ-76168
16304617008
LYTLE JOHN ALLEN & TRUDI LEE
1600 RIVER BIRCH ST
LAS VEGAS NV 89117-1383

111 ORDFNP1 BS11?

14A

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
78

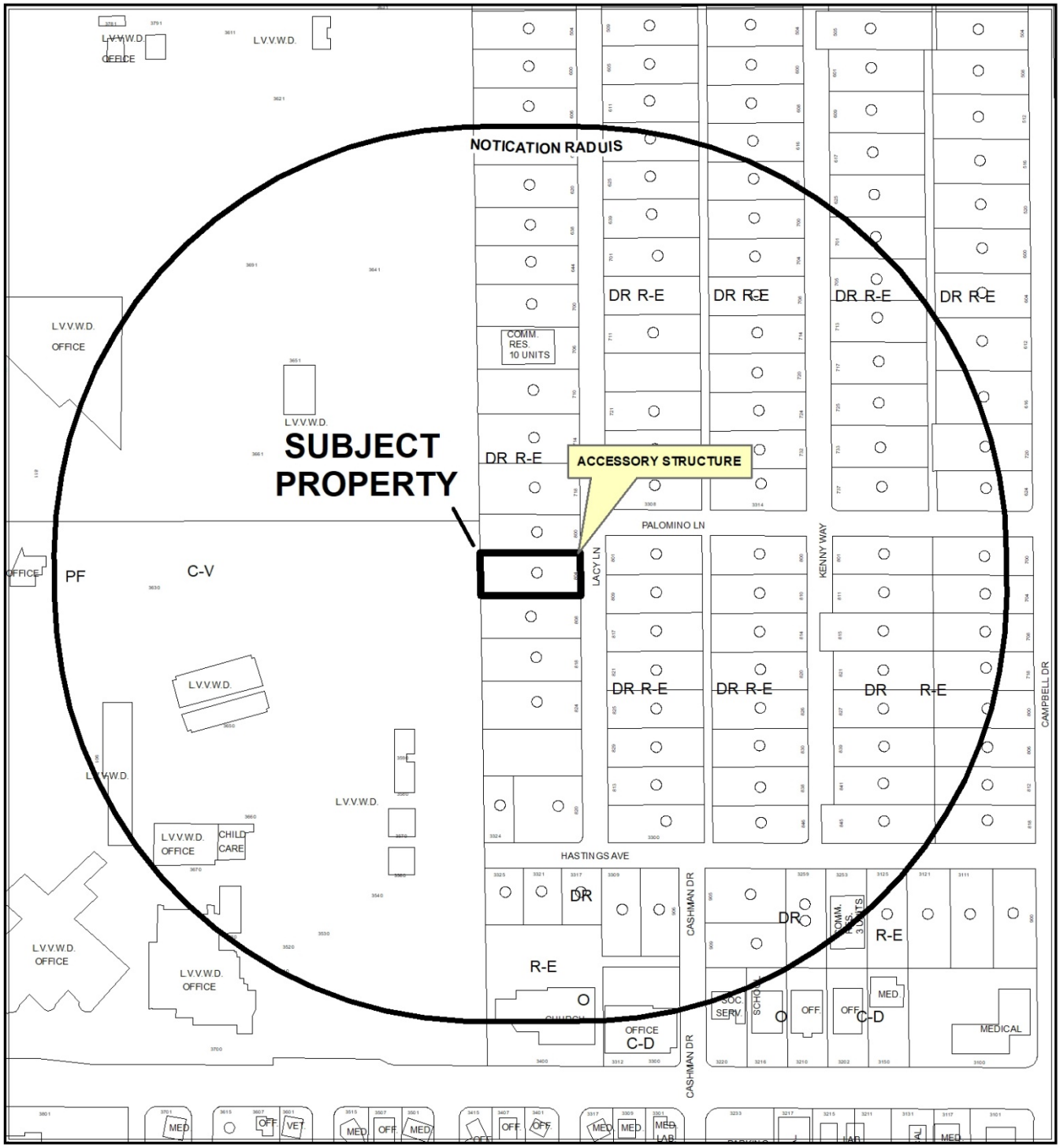
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-76233 - ABEYANCE ITEM - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: JUAN PULIDO - For possible action on a request for a Special Use Permit FOR AN EXISTING ACCESSORY STRUCTURE (CLASS I) [CASITA] USE at 804 Lacy Lane (APN 139-32-401-002), R-E (Residence Estates) Zone, Ward 1 (Knudsen) [PRJ-76215]. The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	3	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest Postcard
7. Backup Submitted from the July 3, 2019 City Council Meeting
8. Submitted after Final Agenda - Revised Photo
9. Backup Submitted at the May 28, 2019 Planning Commission Meeting



CASE: **SUP-76233 (PRJ-76215)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES) ZONE



0 270 540 Feet

CASE: **SUP-76233 (PRJ-76215)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES) ZONE

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JUAN PULIDO

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
SUP-76233	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 98 (By City Clerk)

PROTESTS 3

APPROVALS 0

JAB

**** CONDITIONS ****

SUP-76233 CONDITIONS

Planning

1. There shall be no more than four unrelated individuals renting rooms, either in the primary dwelling or Accessory Structure Class I, at any given time in addition to the property owner.

2. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Accessory Structure, Class I use.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is requesting a Special Use Permit for an existing Accessary Structure (Class I) [Casita] at 804 Lacy Lane.

ISSUES

- A Special Use Permit is requested to allow an Accessory Structure (Class I) that provides living quarters including full kitchen facilities within the R-1 (Single Family Residential) zoning district. Staff supports this request.

ANALYSIS

Per Title 19.12, a Special Use Permit is required for an Accessory Structure (Class I) in the R-1 (Single Family Residential) zoning district. The Accessory Structure (Class I) use is defined as “an accessory structure which is located on the same residential parcel as a principal dwelling and which, as an ancillary use, provides living quarters, including full kitchen facilities, for the occupants of the principal dwelling or their tenants, domestic employees or temporary guests.”

In 1975 the single family dwelling and accessory structure (garage) was allowed through a building permit (#533) with a note that a kitchen was not allowed in the garage. The applicant purchased the property on 11/26/14. On 11/16/17, a building permit (R-330049) was finalized that connected a gas line from the meter to the garage. On 02/20/19, code enforcement case (#196713) was processed for a garage with full kitchen that doesn’t have a Special Use Permit. As a result, the applicant is requesting a Special Use Permit (SUP-76233) for an existing kitchen in the detached garage at 804 Lacy Lane.

According to the justification letter stamped 04/09/19, the applicant says his realtor and property inspector did not mention that the existing full kitchen in the detached garage needed a Special Use Permit. The applicant submitted pictures from the property inspection that shows an existing kitchen with an electric stove at the time of purchase in 2014. He further states that in 2016 the City was replacing all gas lines on Lacy Lane. At that time, the applicant pulled a permit to connect the new gas lines to the accessory structure in the rear. He states that since the full kitchen in the garage existed when he bought the house, and since he pulled a permit to convert the stove from electric to gas, he simply did not know the Accessory Structure (Class I) needed a Special Use Permit.

The Minimum Special Use Permit Requirements for this use include:

1. Requirement 1: The size of the lot or parcel must exceed 6500 square feet.

   The proposed use meets this requirement as the subject site is 0.53 acres, or 23,086 square feet.

2. Requirement 2: Unless the principal dwelling is owner-occupied, a Class I accessory structure may not be offered or occupied as a rental unit.

   The proposed use meets this requirement as the principal dwelling is owner-occupied and applicant states only friends will stay in the casita.

The accessory structure was permitted at the same time as the single family dwelling. The full kitchen appears to have existed at the time of purchase. The applicant pulled a permit to convert the existing kitchen to natural gas. The applicant is willing to pull permits for work on the subject site, and immediately applied for a Special Use Permit when notified by Code Enforcement. Staff finds that the Accessory Structure (Class I) use can be conducted in a manner that is harmonious and compatible with the surrounding neighborhood and recommends approval of this request.

FINDINGS (SUP-76233)

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 Accessory Structure (Class I) use is compatible with the surrounding land uses and can be conducted in a manner that is harmonious with surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site is 0.53 acres which is approximately 23,086 square feet in area and is physically suitable for the intensity of the proposed land use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access to the site will not change. Vehicles may enter the property from Lacy Lane a 60-foot Local Street as classified by the Master Plan of Streets and Highways.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   Approval of this Special Use Permit will not compromise the public health safety and general welfare of the public. The use will be subject to regular inspections and is subject to licensing restrictions.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use meets all applicable conditions of approval for an Accessory Structure (Class I) use per Title 19.12.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
10/31/16	Code Enforcement case (#171833) was processed for gas and water line repair without a permit at 804 Lacy Lane. Case was resolved on 12/28/16.
02/20/19	Code Enforcement case (#196713) was processed for an accessory structure without permits at 804 Lacy Lane. Case is still active as of 03/27/19.
05/28/19	The Planning Commission voted (5-0) to recommend APPROVAL of a request for a Special Use Permit FOR AN EXISTING ACCESSORY STRUCTURE (CLASS I) [CASITA] USE at 804 Lacy Lane (APN 139-32-401-002), R-E (Residence Estates) Zone, Ward 1 [PRJ-76215].
07/03/19	The City Council voted to hold a request for a Special Use Permit (SUP-76233) in abeyance to the August 7, 2019 City Council meeting.

Most Recent Change of Ownership	
11/26/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
02/18/75	A building permit was issued (#533) for a single family dwelling and a detached garage with no kitchen at 804 Lacy Lane.
05/17/77	A building permit was issued (#2790) for a swimming pool at 804 Lacy Lane.

Related Building Permits/Business Licenses	
06/23/05	A building permit was issued (R-45305) for a patio pool spa at 804 Lacy Lane. The permit was finalized on 08/20/05.
11/16/17	A building permit was issued (R-330049) for gas lines from meter to casita at 804 Lacy Lane. The permit was finalized on 01/04/17.

Pre-Application Meeting	
04/08/19	Staff conducted a routine pre-application meeting to discuss the submittal requirements for a Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required or held.

Field Check	
04/15/19	During a routine field check, staff noticed active construction on the casita with a generator and power tools. No trash or debris.

Details of Application Request	
Site Area	
Net Acres	0.53

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Detached	DR (Desert Rural)	R-E (Residence Estates)
North	Single Family Detached	DR (Desert Rural)	R-E (Residence Estates)
South	Single Family Detached	DR (Desert Rural)	R-E (Residence Estates)
East	Single Family Detached	DR (Desert Rural)	R-E (Residence Estates)
West	Water Utility	PR (Public Facilities)	C-V (Civic)

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
RP-O (Rural Preservation Overlay) District	Y or N
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.06, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Setbacks			
• Front	N/A		Y
• Side (north)	5 Feet	9 Feet	Y
• Rear	5 Feet	9 Feet	Y
Min. Distance Between Buildings	6 Feet	78 Feet	Y
Max. Building Height	35 Feet	22 Feet	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Lacy Lane	Local Street	Title 13	60	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) SUP

Project Address (Location) 804 LACY LN

Project Name ACC STRUCTURE CLASS 1 CASITA **Proposed Use**

Assessor's Parcel #(s) 139-32-401-002 **Ward #** 1

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information

Property Owner JUAN PULIDO Contact

Address 804 LACY LN City LAS VEGAS State NV Zip 89107

E-mail PULIDOCORP@HOTMAIL.COM Phone 909-881-2342

Applicant Contact

Address City State Zip

E-mail Phone

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 JUAN PULIDO

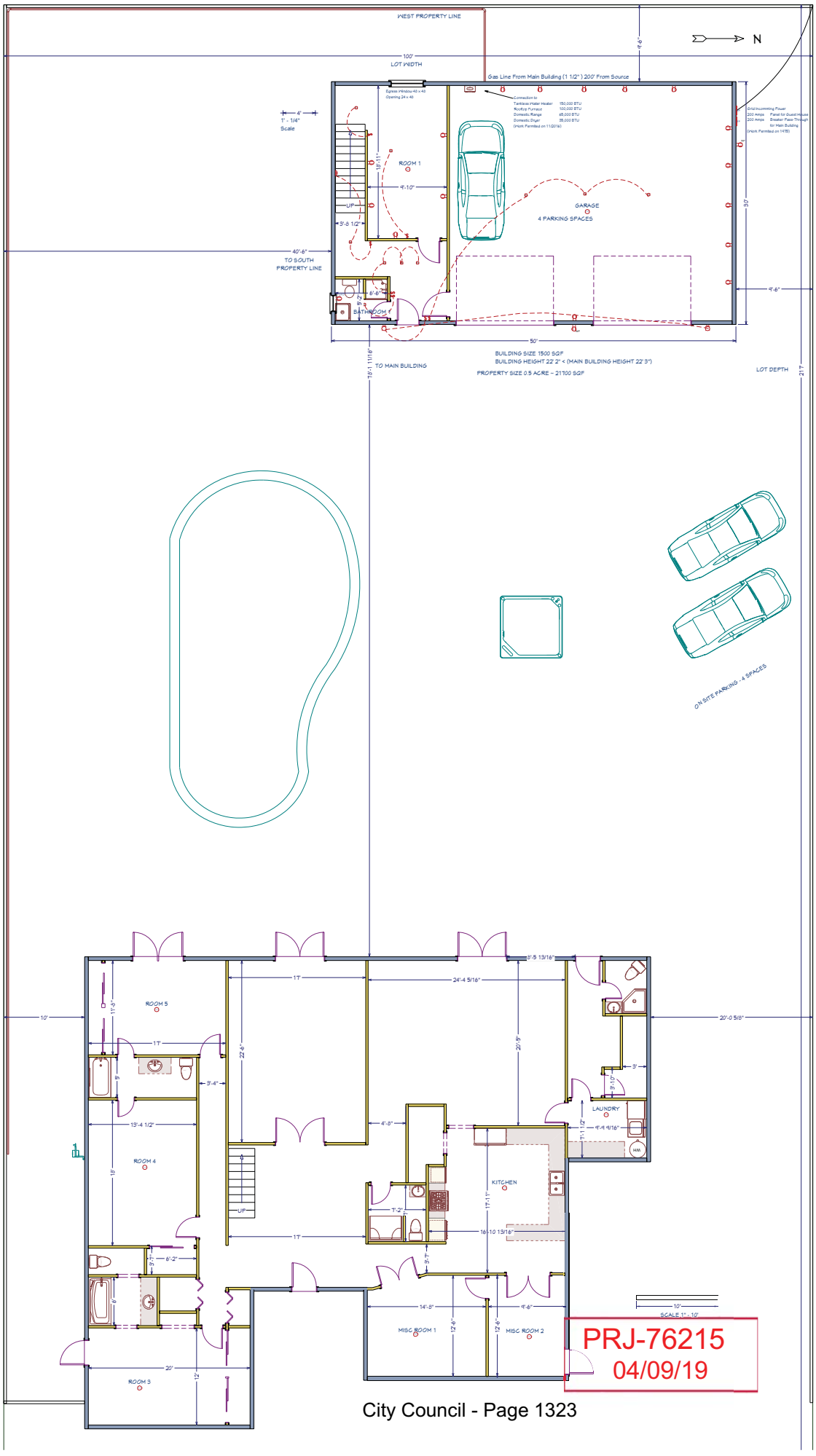
Subscribed and sworn before me

This 8th day of APRIL, 20 19

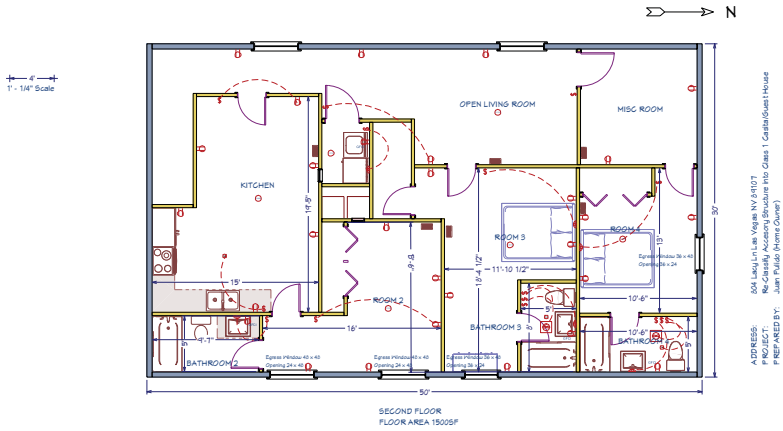
Notary Public in and for said County and State

TASHA I. EALY
Notary Public State of Nevada
No. 14-12685-1
My Appt. Exp. January 25, 2022

PRJ-76215
04/09/19



ADDRESS: 804 Lacy Ln Las Vegas NV 89107
PROJECT: Re-Classify Accesory Structure into Class 1 Casita/Guest House
PREPARED BY: Juan Pulido (Home Owner)



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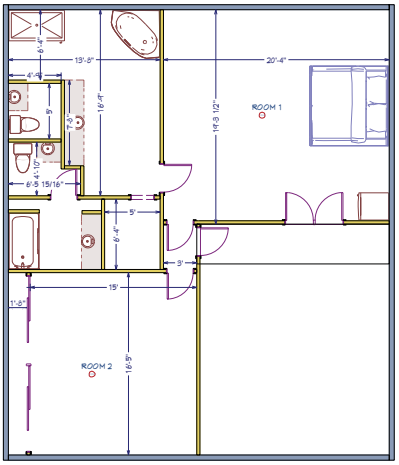
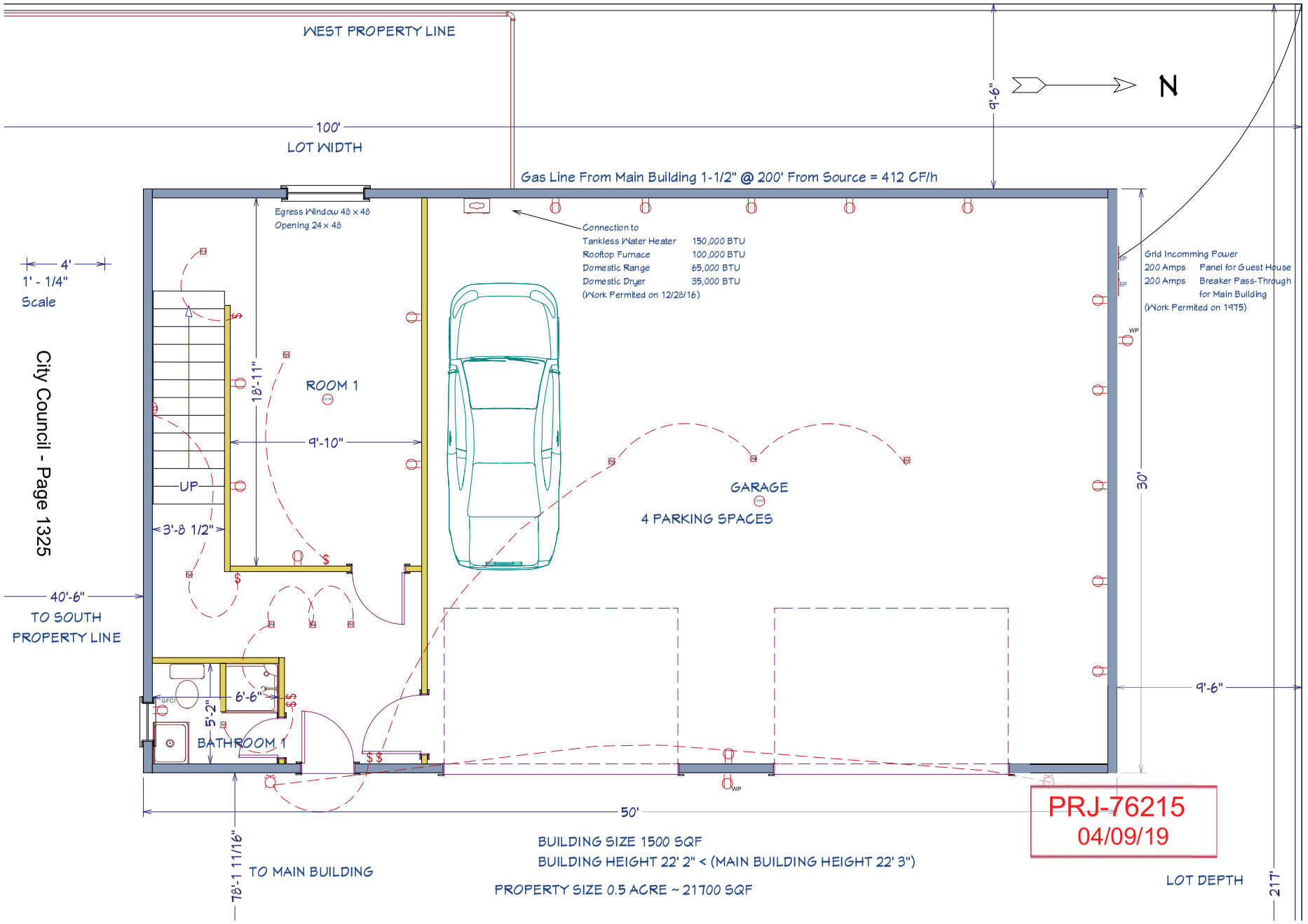
PREPARED BY: Juan Pulido (Home Owner)



2nd FLOOR

SCALE 1" - 10'

PRJ-76215
04/09/19


WEST PROPERTY LINE
N
100'
LOT WIDTH
9'-6"
Gas Line From Main Building 1-1/2" @ 200' From Source = 412 CF/h
Egress Window 48 x 48
Opening 24 x 48
Connection to
Tankless Water Heater 150,000 BTU
Rooftop Furnace 100,000 BTU
Domestic Range 65,000 BTU
Domestic Dryer 35,000 BTU
(Work Permited on 12/28/16)
Grid Incomming Power
200 Amps Panel for Guest House
200 Amps Breaker Pass-Through
for Main Building
(Work Permited on 1975)
4'
1' - 1/4"
Scale
City Council - Page 1325
ROOM 1
18'-11"
9'-10"
UP
3'-8 1/2"
GARAGE
4 PARKING SPACES
30'
40'-6"
TO SOUTH
PROPERTY LINE
GFCI
6'-6"
5'-2"
BATHROOM 1
9'-6"
50'
78'-1 11/16"
TO MAIN BUILDING
BUILDING SIZE 1500 SQF
BUILDING HEIGHT 22' 2" < (MAIN BUILDING HEIGHT 22' 3")
PROPERTY SIZE 0.5 ACRE ~ 21700 SQF
LOT DEPTH
217'
PRJ-76215
04/09/19
ADDRESS: 804 Lacy Ln Las Vegas NV 89107
PROJECT: Re-Classify Accesory Structure into Class 1 Casita/Guest House
PREPARED BY: Juan Pulido (Home Owner)

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PROJECT: Re-Classify Accesory Structure into Class 1 Casita/Guest House
PREPARED BY: Juan Pulido (Home Owner)

PRJ-76215
04/09/19

N

SECOND FLOOR
FLOOR AREA 1500SF

4'
1' - 1/4" Scale

Property / Lot Details

Property Features

- Equestrian Description: None
- Approx Total Living Area: 5346

Lot Information

- Lot Description: 1/4 to 1 Acre, RV Parking
- Parcel Number: 139-32-401-002
- # of Acres: 0.5300
- Lot Sqft: 23087
- Zoning: Single Family

Property Information

- Property Description: Custom, Detached Guest House
- Miscellaneous Description: Home Protection Plan
- # of Lofts: 0
- House Views: City View
- Land Use: 110-Res-Sngl Fam
- Master Plan Fee MQYN: None
- Property Condition: Excellent
- Construction Description: Basement, Frame & Stucco
- House Faces: East
- Built Description: Resale






GLVAR 2014
PRJ-76215
04/09/19

Exterior Views

1. Exterior Views

In	NI	NP	RR	None
X				



PRJ-76215
04/09/19

Photograph Addendum

Borrower/Client	Juan Pulido				
Property Address	804 Lacy Ln				
City	Las Vegas	County	Clark	State NV	Zip Code 89107
Lender	Stearns Lending - Wholesale				



Side View



Side View



Rear Yard



Pool



Spa



Detached Garage & Guest Quarters

PRJ-76215
04/09/19

Attachments A4 – New Gas Line to Guest House 2016





Guest house Incoming gas connection to new water heater, dryer, furnace and stove (Permitted 2016)



Attachment A5 – Example Casita Bathroom Remodel

Before / After





Attachment A5 – Example Casita Kitchen Remodel

Before / After





Attachments A6 – Casita Harmony and Congruence with Main House

Built Simultaneously, Same Character, Consistent with the Look of the Property and Neighborhood







SUP-76233 [PRJ-76215] - SPECIAL USE PERMIT - APPLICANT/OWNER: JUAN PULIDO
804 LACY LANE

04/15/19

Cit



SUP-76233 [PRJ-76215] - SPECIAL USE PERMIT - APPLICANT/OWNER: JUAN PULIDO
804 LACY LANE

04/15/19

Cit

Las Vegas, Nevada April 8, 2019

Justification Letter

To All Relevant Parties,

My name is Juan Manuel Pulido, the purpose of this document is to provide a full justification for the request to re-classify the Accessory Structure Located at 804 Lacy Ln Las Vegas NV into a Class 1 Casita / Guest House.

The initial information will be provided in a chronological order based on the purchasing of the property.

1 – In the fall of 2014 I started to search for a property to purchase, I found a listing provided by the Real Estate brokerage company Elite Realty, in the listing the property is described a Custom Home with Detached Guest House, complete with electrical, plumbing, sewage, air conditioning, kitchen, rooms and bathrooms. A copy of the listing information is attached together with the relevant pictures. (Attachments A1 – Listing Information – Relevant Pictures) based on the listing details, this information and pictures were dated May 2, 2013

2 – I proceeded to make an offer with a state licensed real state agent, J. Lubitz, and the respective broker, neither the agent nor the purchasing broker warn me of any issues with the property

3 – During the contract period, before proceeding with the purchase, I requested a property inspection by a state licensed inspector, the inspection also shows the guest house and makes no mention of unpermitted use (Attachments A2 – Home Inspection – Relevant Pictures)

4 – The lending company requested a state licensed appraisal of the property, in the appraisal report the house is shown an SFD with detached garage & guest quarters, the report shows the guest house complete with kitchen, bedrooms and bathrooms, no mention of unpermitted use (Attachment A3 – Appraisal Photograph Addendum)

5 – Before closing the purchasing agreement the Title Insurance Company stated in their documentation that the property had no Encumbrances, Liens or Illegal construction in the property.

At that point I was able to buy the property on November 26, 2014.

6 - Two years later, around October of 2016, the city of Las Vegas was performing some underground improvements in our street, Lacy Lane, the work was on-going for a few weeks and they were going door to door breaking the asphalt, concrete sidewalks and excavating front yards, at some point one representative came to the house and explained to me that there was going to be some amount of property damage, mostly excavating the landscape and breaking the pavers around the house to be able to replace the gas lines and gas meters, I did not object, I mentioned to their supervisor that there is a guest house/casita in the back that uses electricity for the heating, stove, dryer and water heater and that since the electricity is so expensive in las Vegas that I would like to be able to connect those systems to gas instead, I asked that since they were going to do all this damage and they had all the proper equipment if they could add an additional connection next to the gas meter underground and next to my property wall/fence so I could have a gas line going to the guest house, he agreed to help and I was able to connect the guest house to gas. At that time the adjacent neighbor complained that she did not believe I could have a gas line in the dividing fence between our two properties, the city got involved and another representative came over to inspect the work, pictures were taken and sent to supervisors, at the end it was decided to have the work permitted and inspected. The work was permitted and inspected on 12/28/16, and everything has been good ever since, pictures of the work are attached (Attachments 4 – New Gas Line to Guest House)

7 – I have since done many improvements on the casita, including new paint, new sinks, new high efficiency toilets, new carpet, new kitchen countertops, window replacements with hi-efficiency windows (no structural alterations or changes), new floor tile in kitchen, bathroom floors and walls. (Attachment 5 – Casita Remodel Examples)

PRJ-76215
04/09/19

Few weeks ago, I had an inspection of my property I was told that the casita in the back was originally built 44 years ago (1975) as a accessory structure class 2 (garage) and that it was never properly permitted as a Class 1 – Casita/Guest House and that if I wanted to continue using it as one it needed to be permitted and inspected.

I went to the City of Las Vegas office to talk to planning about the situation and there were very helpful and informative

We were able to find some of the original permitting showing an accessory structure of 2 floors with 1500 sf per floor and permitted for occupancy groups 1 and 2 with additional permits for AC, Electrical, Plumbing and Sewer tie-in. The paperwork is old and there are no blue-prints of the original configuration for the building

Next to research was be the zoning situation, it was determined that the property is located in a zone called R-E (Residential Estates District) intended for low density residential units located on large lots, like the one of the property (0.5 acres) I was told it was not uncommon and allowed for properties of this zoning to have an accessory structure class 1 casita/guest house as long as the structure is in compliance with the limits set forth as far as separation from main building, minimum rear yard setback, side yard setback, size and coverage. We were able to look at the structure information to confirm that is compliant with those requirements.

I was instructed at that time to provide all the information necessary for a special use permit to be able to re-classify the accessory structure into a class 1 casita / guest house.

I was told that it would be beneficial to mention important factors like the property was built simultaneously with the main house, explaining that the structure show harmony with the overall property and the character of the neighborhood, relevant pictures are attached (Attachments A6 – Casita Harmony and Congruence with Main House)

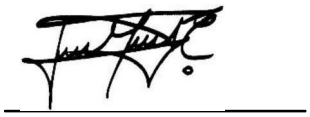
In conclusion, I have a casita/guest house that was built 44 years ago, a structure that over time and multiple owners, including myself, has been gradually improved without anyone, including listing and buying real estate companies, home inspectors, appraisers, title insurance companies and even the city of las Vegas, becoming aware that the building was never properly re-classified as a class 1 casita/guest house.

It is now that I polite request assistance in the process to re-classify this structure into a safe, permitted and inspected casita.

As part of my request I am summiting site plans and floor plans, on 13 x 19 format, with property lines, dimensions, street names, parking spaces, ingress/egress, north arrow, sample parking, building size, property size and scale.

Thank you in advance for your cooperation and assistance on this matter.

Cordially,



Juan Manuel Pulido
Home Owner

PRJ-76215
04/09/19

RECEIVED
CITY CLERK

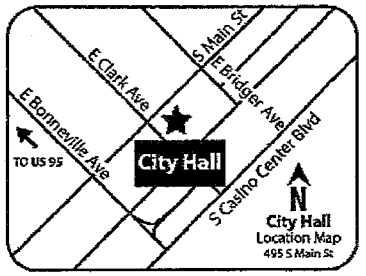
2019 JUL 11 A 11:39

This R1 property is being used to run a house of prostitution. Clients regularly come and go and is illegal in this upper end residential family neighborhood. I am disgusted and have to see this every day. Please do not approve!

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-76233 [PRJ-76215]
City Council Meeting of **07/03/19**

PRJ-76215
13932310014
BROWN FAMILY TRUST
BROWN JANIE H TRS
P O BOX 570334
LAS VEGAS NV 89157

33 DRDSNP1

Jul 02 19, 09:35p

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

SUBJECT: **SUP-76233 - APPLICANT/OWNER: JUAN PULIDO**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***JULY 3, 2019 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 ***JULY 2, 2019.***

Signature

06/26/2019
Date

Juan Pulido
Please Print Name

Company Name

Sincerely,

Robert Summerfield, AICP
Director
Department of Planning

Submitted after final agenda

AGENDA ITEM #57
RECEIVED 06.27.19



SUP-76233 [PRJ-76215] - APPLICANT/OWNER: JUAN PULIDO
804 LACY LANE

04/15/19

Submitted after final agenda

Item 57

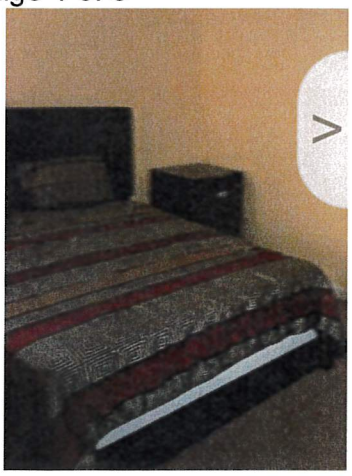
CL las vegas > housing > rooms & shares

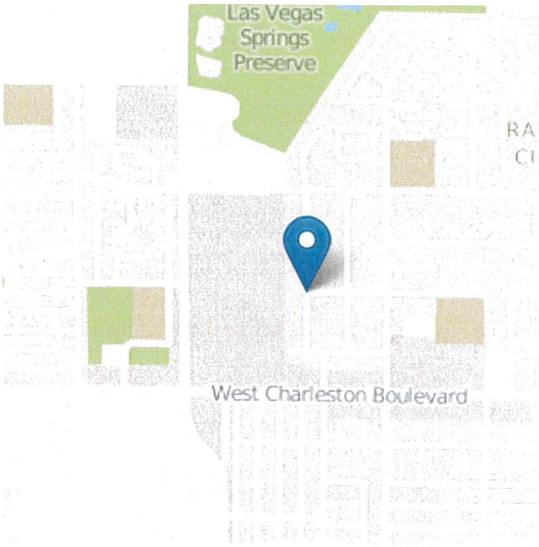
Contact Information:

$599 Furnished Room in Beautiful House w Pool and Jacuzzi NV2GH2

(Charleston and Valley View)

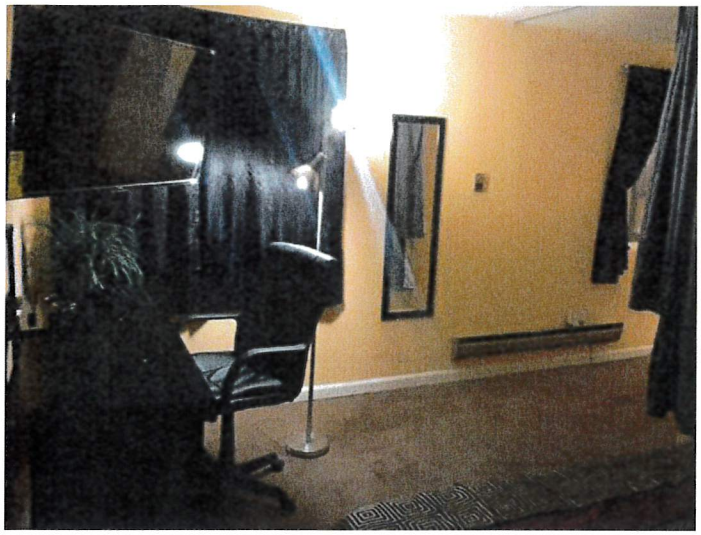
image 1 of 8





804 Lacy Ln

furnished
available now
house
w/d in unit
no smoking
carport
private bath
private room












GLVAR 2011



07/02/2019 12:09 2094643858 MEGOM EQUIPMENT PAGE 01/01

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2019 JUN -2 A 11:

PRSRT
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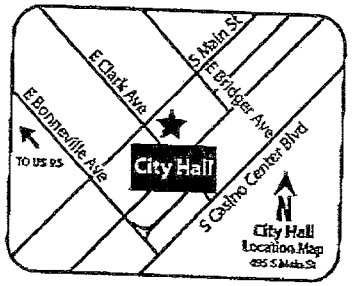
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-76233 [PRJ-76215]

City Council Meeting of **07/03/19**

I WAS TOLD THAT EVERY BEDROOM IN THIS HOUSE HAS A COMBINATION LOCK AND THEY ROUT OUT ROOMS IF THIS IS PERMISSABLE THEY NEED TO COMPLY WITH ALL CODES ADA, SPRINKLER ETC ETC

PRJ-76215
13932311011
ZEHENDER G W DECLARATION TRUST
ZEHENDER GEORGE WILLIAM TRS
4107 YACHT HARBOR DR
STOCKTON CA 95204

THIS IS A SINGLE FAMILY RESIDENCE TURNED INTO A HOTEL

128 DRDGMP1

Submitted after final agenda
Item 57

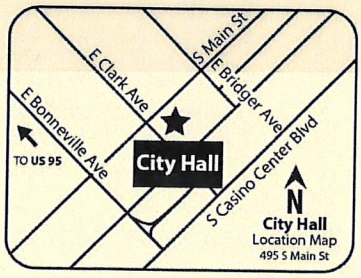
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2019 JUN 25 P 12: 11

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-76233 [PRJ-76215]
City Council Meeting of **07/03/19**

PRJ-76215
13932410012
KIRCH MARLENE REV SEP PPTY TR
KIRCH MARLENE J TRS
826 KENNY WAY
LAS VEGAS NV 89107-4436

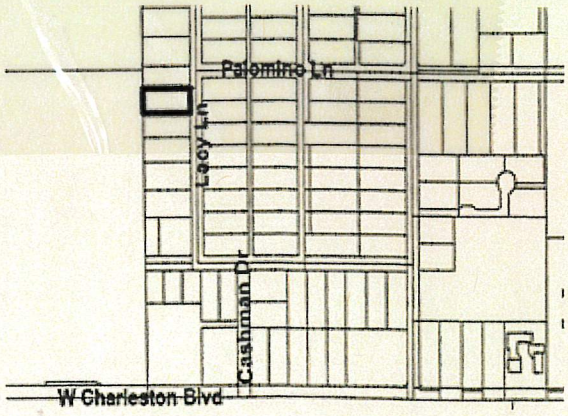
97 DRDGNP1

Application Information

SUP-76233 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: JUAN PULIDO - For possible action on a request for a Special Use Permit FOR AN EXISTING ACCESSORY STRUCTURE (CLASS I) [CASITA] USE at 804 Lacy Lane (APN 139-32-401-002), R-E (Residence Estates) Zone, Ward 1 (Tarkanian) [PRJ-76215]. The Planning Commission (5-0 vote) and Staff recommend APPROVAL.

This absentee Owner (he lives in Alaska) is just adding this so he can't rent it as an apartment which I believe is not authorized in this residential area. Main house is already a Boarding house. Very Bad for neighborhood.

Marlene J Kirch



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	CITY COUNCIL
Date:	07/03/19
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Not to be heard before:	11:00 AM

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov or call (702) 229-6311 (TTY 7-1-1). **Note th... and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the me... governing body for their consideration prior to the meeting.**

Submitted after final agenda

Item 57

From: Office of the Mayor
To: City Clerk Executive
Subject: FW: Documents for case against CLV agenda item 57 SUP76233
Date: Tuesday, July 2, 2019 7:55:45 AM
Attachments: Rumored Room in Beautiful House w Pool... a - apartment room roommate share rent.pdf
804Craigslist.pdf
image004.png
image005.png
image006.png
image009.png
image010.png

Good Morning,

For the official record, please, per the writer's request. Thank you.

Lora Kalkman
Special Assistant to Mayor Goodman
Office of the Mayor
702-229-6241
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov
City Hall is closed on Friday!

From: Pamela Maher <pamaher@icloud.com>
Sent: Tuesday, July 02, 2019 2:55 AM
To: Office of the Mayor <officeofthemayor@lasvegasnevada.gov>; Ward 1 <Ward1@LasVegasNevada.GOV>; Ward 3 <Ward3@LasVegasNevada.GOV>; Ward4@lasvegasnevada.gov; Ward 5 <Ward5@LasVegasNevada.GOV>; Ward6@lasvegasnevada.gov; Nicole Eddowes <neddowes@LasVegasNevada.GOV>
Subject: Documents for case against CLV agenda item 57 SUP76233

EXTERNAL EMAIL

Hello Madam Mayor and Las Vegas City Council Members, and Las Vegas Planning Commissioner for my neighborhood;

Please accept these documents to the public record to support my request to deny the Garage to Casita conversion at 804 Lacy Lane SUP76233 by virtue of false information on the application, failure to pay room taxes, failure to pass inspections required of a single room occupancy hotel, and failure to adhere to the land use regulations

Mr. Pulido has run a single room occupancy hotel in this house since he bought it in 2014. He does not live in the house. He lives in Anchorage Alaska. I have seen him at the house one time since he bought the house and he is not telling the truth to the planning commisnon, the Las Vegas City Council, nor to the neighbors

The issue here is not that he should be able get the kitchen in his garage permitted, the issue is that he is running a hotel in a single family residential neighborhood

Here are two documents that prove that he advertises on Craigs List for his tenants. The first links his email address and name to the Craigs List advertisement number and the second shows the photos of the house that he has on Craigs List

He is not going to live in the house, he never has, he is running a hotel.

Best regards,

Pam Maher

599 Furnished Room in Beautiful House w Pool and Jacuzzi NV2GH2

599 Room for Rent + Utilities
Room in Beautiful Property

carport

private bath

private room

- Walking Distance from Meadows Mall 5 Minutes from Downtown & 5 Minutes from the Strip
- Quick Access to the Highway
- Recently Remodeled
- In House Pool and SPA

I have a very beautiful 4 Bedroom / 4 Bathroom property in the luxurious Palomino neighborhood that I purchased recently. I am traveling in business almost half the time and decided to find some good people to rent the empty rooms.

Bedroom Rent 599/Mo + Utilities

Every Room is equipped Luxury Bed, Mounted HD TV, Personal Refrigerator, Microwave, a work desk, a work chair, side tables, Lamps, Bedding and USB Charging Stations.

I am looking for a responsible tenant to rent the room and to look after the property when I am not present.

The Security Deposit regardless of which option is selected is $500.00 the minimum lease is 3 months with the option to extend to 6 or 12 if everybody is happy after the first 3.

- No Smoking inside
- No Animals

The requirements to move-in are 1 month's rent + security deposit of $500
If interested please call Juan at show contact info for pre-screening and to schedule a time to look at the room.
Please only call if you are ready to secure the room if you like it at the time of showing by putting down the security deposit. Thanks

If requested to send any information please send it to the following email:

PulidoCorp [AT] Hotmail.com

If you want to expedite your application you can text or email this information:

Pamela A. Maher, Ph.D.
718 Lacy Lane
Las Vegas, NV 89107
702-875-1365
pamaher@me.com

Submitted after final agenda

Item 57
page 1 of 4

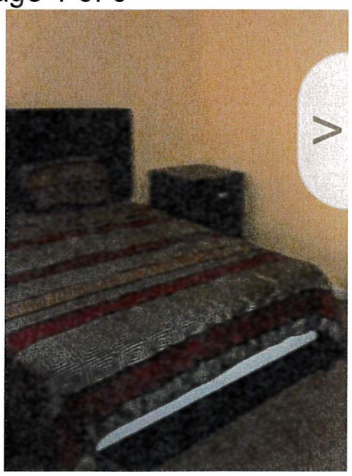
CL las vegas > housing > rooms & shares

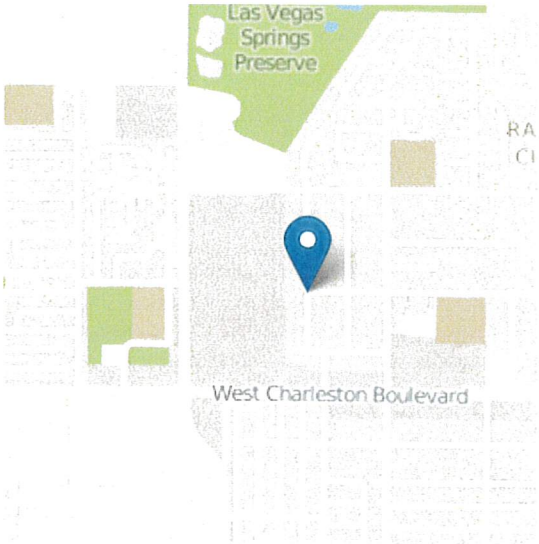
Contact Information:

$599 Furnished Room in Beautiful House w Pool and Jacuzzi NV2GH2

(Charleston and Valley View)

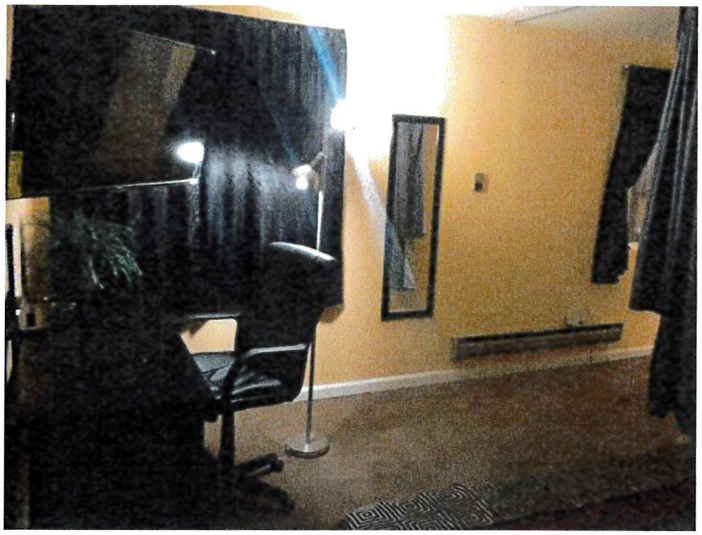
image 1 of 8

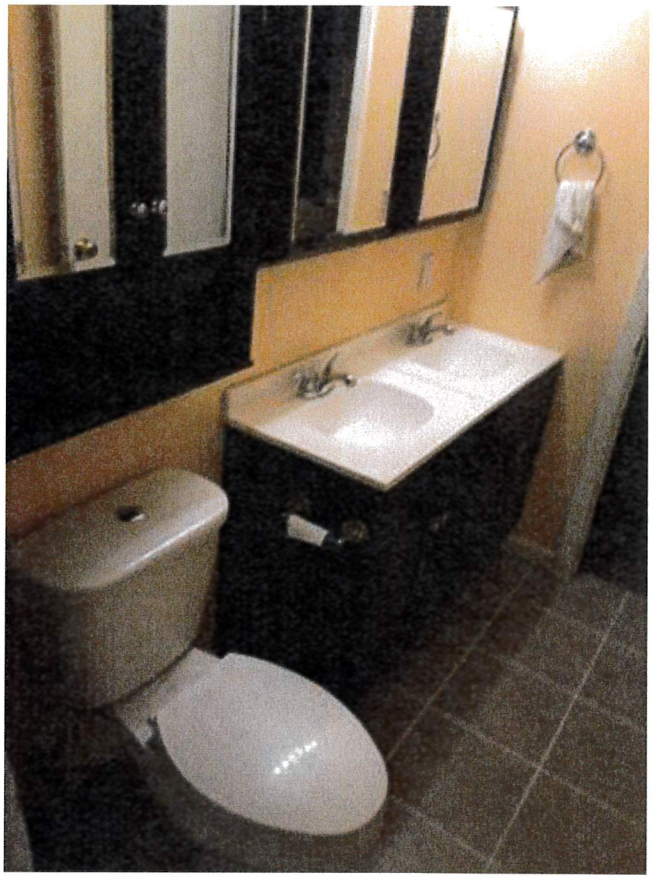




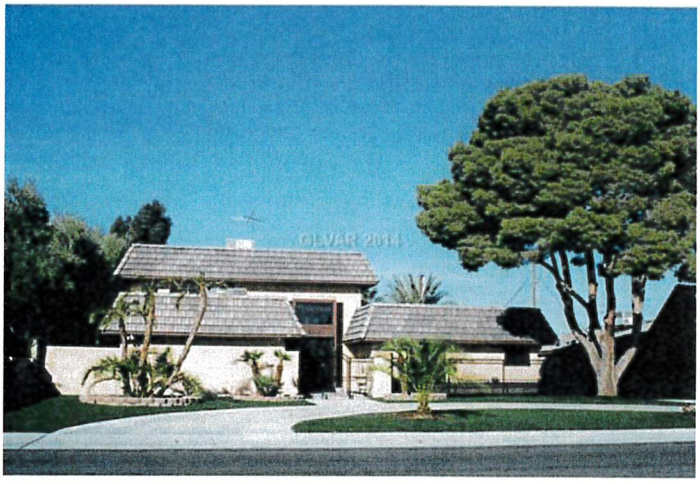
804 Lacy Ln

furnished
available now
house
w/d in unit
no smoking
carport
private bath
private room












GLVAR 2011





SUP-76233 [PRJ-76215] - SPECIAL USE PERMIT - APPLICANT/OWNER: JUAN PULIDO
804 LACY LANE

04/15/19

Submitted after final agenda

Date 8/5/19 Item 78

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
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106
(702) 229-6301 Phone (702) 464-7499 Fax

RECEIVED
MAY 2 2 2019
Dept of Planning
City of Las Vegas

CASE: SUP-76233 [PRJ-76215] - SPECIAL USE PERMIT

SUBJECT: APPLICANT/OWNER: JUAN PULIDO

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***MAY 28, 2019*** 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 ***THURSDAY, MAY 23, 2019.***

Signature

05/22/2019
Date

Juan Pulido
Please Print Name

N/A
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda

Item #20

Submitted after final agenda

Item #20



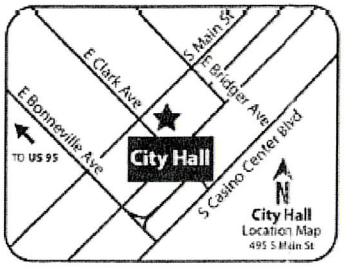
SUP-76233 [PRJ-76215] - SPECIAL USE PERMIT - APPLICANT/OWNER: JUAN PULIDO
804 LACY LANE

04/15/19

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-76233 [PRJ-76215]

Planning Commission Meeting of **05/28/2019**

PRJ-76215
13932410012
KIRCH MARLENE REV SEP PPTY TR
KIRCH MARLENE J TRS
826 KENNY WAY
LAS VEGAS NV 89107-4436

RECEIVED
MAY 23 2019
Dept of Planning
City of Las Vegas

97 DRDFNP1 89107

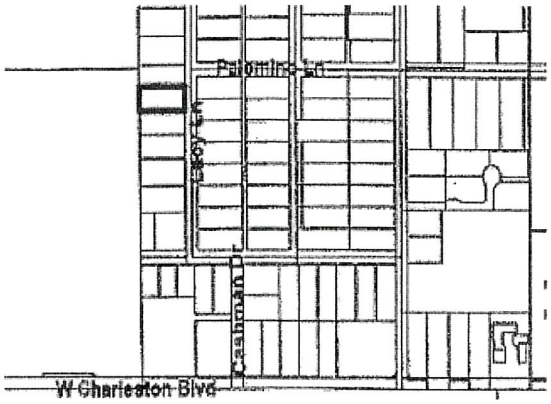
Application Information

SUP-76233 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: JUAN PULIDO - For possible action on a request for a Special Use Permit FOR AN EXISTING ACCESSORY STRUCTURE (CLASS I) [CASITA] USE at 804 Lacy Lane (APN 139-32-401-002), R-E (Residence Estates) Zone, Ward 1 (Tarkanian) [PRJ-76215].

I oppose this request to add an existing structure to the existing property. This structure is the rear house. This structure owner rents out multiple rooms in the main house. I am sure this is another way for him to rent / expand his current boarding house.

Marlene Kirch

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***05/28/2019***
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request; or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, Development Services Center, 333 North Rancho Drive, 3rd Floor, Las Vegas, Nevada 89106. Final Action on General Plan Amendments and Rezonings will be determined by the City Council. Other public hearing items may be deemed Final Action by the Planning Commission or forwarded to the City Council. The date of the City Council meeting, if applicable, will be announced at the Planning Commission meeting after the discussion of the item. For further information, including the full staff report, please call (702) 229-6301 (TDD 386-9108) or go to http://www.lasvegasnevada.gov.

20P

Nora Lares

From: Pamela Maher <pamaher@icloud.com>
Sent: Thursday, May 23, 2019 2:47 PM
To: Nora Lares; Lois Tarkanian; Nicole Eddowes
Subject: Deny SUP 76233

RECEIVED
MAY 23 2019
Dept of Planning
City of Las Vegas

EXTERNAL EMAIL

Hello,

Please deny SUP 76233 for a Casita kitchen at 804 Lacy Lane, Las Vegas Ward 1 Parcel Number 139-32-401-002. The neighborhood has protested this house since 2014 because the owner Juan Pulido of 645 G Street #100-842 Anchorage Alaska is operating a single room occupancy hotel on the premises.

Mr. Pulido converted every available space in the house to a bedroom including two bedrooms in the garage and one in a windowless basement in order to squeeze as many tenants onto the property as possible. He advertises on Craigs list renting each room furnished with a double bed, a microwave, a mini fridge and a writing desk and a flat screen TV.

He rents these rooms for over $600 per month. He stripped the parking area by the garage to accommodate multiple cars but there is still overflow parking on the street in front of the house and across from the house on the bridal paths. Every trash day there are five overflowing cans of garbage to be picked up and this blows around the neighborhood.

Mr. Pulido put locks on all the bedroom doors so tenants come and go sharing some living space but having a key to their own room. He has seven bedrooms that he converted to rentals and has a hired person that shows up every day on a motor scooter to manage the place.

Currently he has no tenants because one of his tenants got sick in a rented room and by the time they found him and unlocked his door he was so sick he was taken to the hospital where he died. After that all of the tenants moved out.

There is an open complaint about this house in code enforcement. CLV code enforcement told me that the tenants are told to not open the door to anyone, especially not to code enforcement so they can't see what is going on over there. Very frustrating because all of the work was done without building permits by Mr. Pulido and his mother when he bought the house. He chopped up the beautiful home that was owned by the Tiberti family into a flop house.

Please deny SUP 76233 and do not believe what Juan Pulido tells you because he has lied to this neighborhood since he bought the place.

Best regards,

Pam

Pamela A. Maher, Ph.D.
718 Lacy Lane

20P

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
79

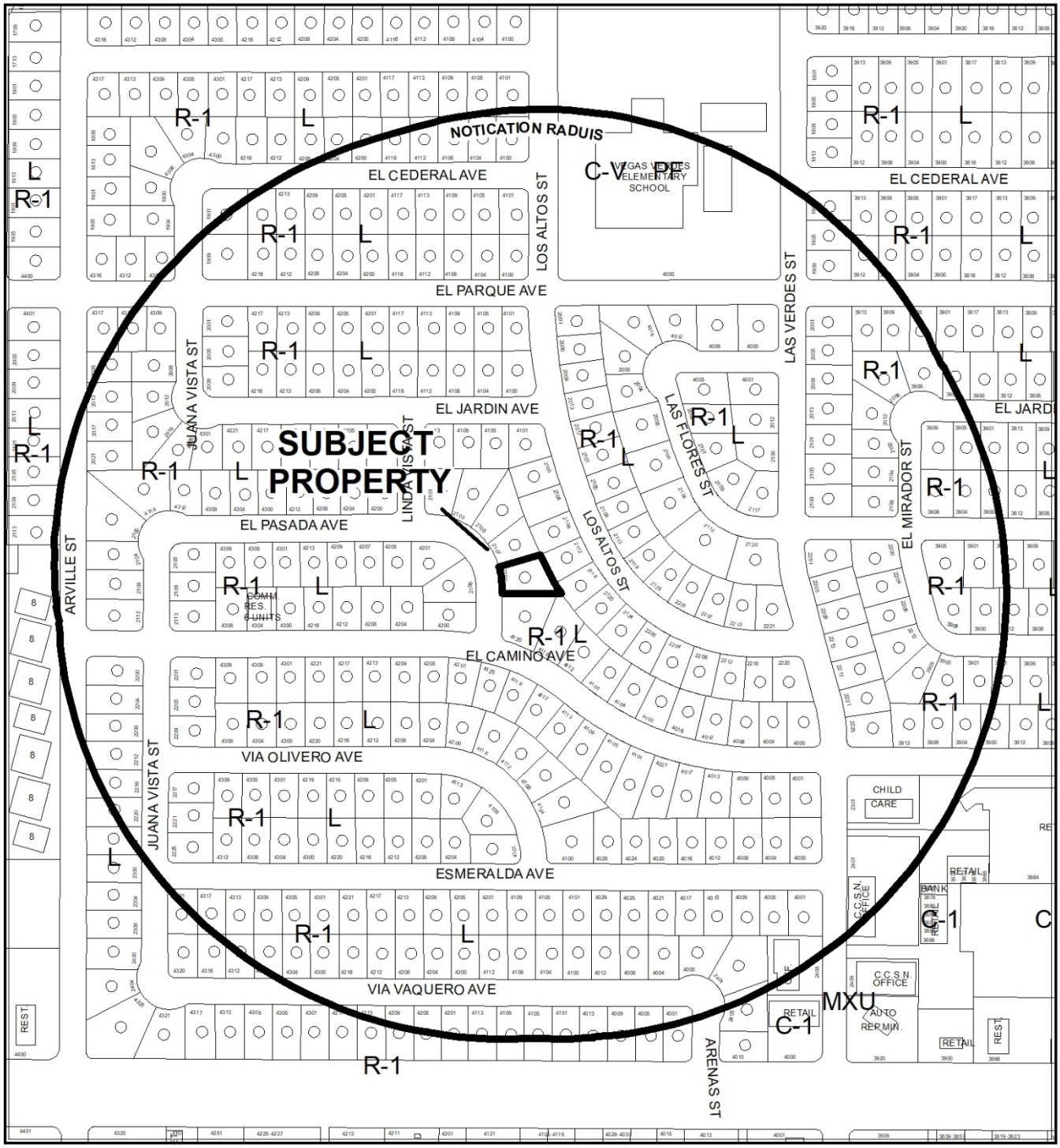
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
VAR-76198 - ABEYANCE ITEM - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: STEPHANIE PANG - For possible action on a request for a Variance TO ALLOW A FOUR-FOOT SEPARATION FROM THE MAIN BUILDING WHERE SIX FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED] on 0.19 acres at 2109 Linda Vista Street (APN 162-06-810-031), R-1 (Single Family Residential) Zone, Ward 1 (Knudsen) [PRJ-76197]. The Planning Commission (5-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	2
City Council Meeting	1	City Council Meeting	3

RECOMMENDATION:
The Planning Commission (5-0 vote) and Staff recommend DENIAL, if approved, subject to conditions:

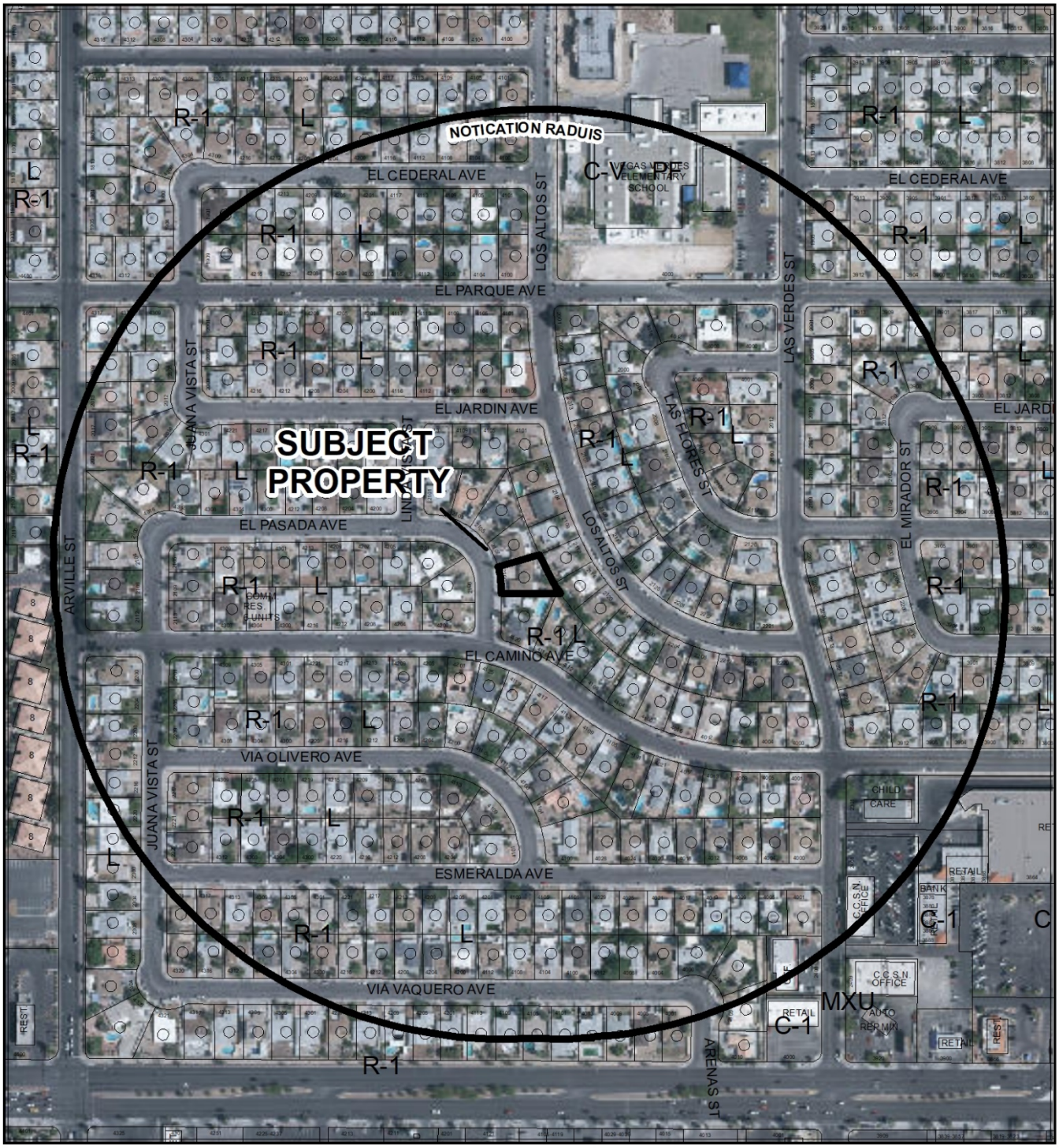
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Backup Submitted from the July 3, 2019 City Council Meeting
7. Backup Submitted from the July 3, 2019 City Council Meeting
8. Backup Submitted at the May 28, 2019 Planning Commission Meeting



CASE: **VAR-76198 (PRJ-76197)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL) ZONE



0 255 510 Feet

CASE: **VAR-76198 (PRJ-76197)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL) ZONE

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: STEPHANIE PANG

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
VAR-76198	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 26

NOTICES MAILED 370 (By City Clerk)

PROTESTS 1

APPROVALS 5

JAB

**** CONDITIONS ****

VAR-76198 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections (including electrical) shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a Variance to allow an accessory structure to have a four-foot distance separation from the main building at 2109 Linda Vista Street.

ISSUES

- A Variance is requested to allow an existing Accessory Structure (Class II) [shed] to have a four-foot separation from the main building where six feet is the minimum allowed. Staff does not support this request.

ANALYSIS

The subject site is an existing single-family residence on a midblock lot in the R-1 (Single Family Residential) zoning district. Per Title 19.06.070, accessory structures in the R-1 zoning district are required to have a minimum separation from the main building of six feet. The existing accessory structure to the north is four feet from the main building, is 195 square feet, and was not issued a building permit. While the structure today would not need a permit from Building and Safety based on square-footage, the shed is too close to the main building and requires a Variance. Per justification letter stamped 04/04/19, the applicant says the shed was built in 1991. The applicant bought the property on 12/29/17 in order to use the shed for storage. The applicant did not check with the City for proper permitting of the shed prior to the purchase date. The shed has security lights under the eave and exposed wiring on the south side. Staff was unable to locate an electrical permit or record of inspection. There is a second 136 square-foot structure in the rear yard permitted on 06/18/74 for a cabana with pool equipment.

According to the site plan stamped 04/04/19, the existing accessory structure is 195 square feet with a peaked roof whose slope, ridgeline, and shingles match the main building. Code enforcement processed a case (#157679), in part, for the shed being too tall. However, it appears from photos that the shed is as tall as the southern part of the main building. The shed's siding is made of painted wood, and while it doesn't aesthetically match the home, it does match the painted wooden fence in the front yard. The shed has a set of double doors and is one large storage room on the inside. The rear, exterior walls of the shed are exposed plywood, and are either unfinished or under repair. The applicant submitted photos, and the interior and exterior spaces on all four sides of the shed are currently being used for storage.

During the Pre-Application meeting, the applicant stated that she owned the adjacent home at 2107 Linda Vista. The Clark County Assessor confirms that she owned the home since 12/14/09. It's incumbent on homebuyers to perform due diligence before purchasing property to ensure that correct building permits and inspections have been recorded for the property. The subject site has multiple permits and inspections prior to the 1990s, but none since then. At the time of purchase in 2017, the City could have confirmed whether or not the subject accessory structure had proper building permits. Consequently, staff does not support the Variance request, as the four foot distance separation is a self-imposed hardship.

FINDINGS (VAR-76198)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented. The applicant has created a self-imposed hardship by purchasing a home without due diligence to determine if the property met city code and that proper permits were issued for all structures. In 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. Staff recommends denial of the request.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
07/13/15	Code Enforcement processed a case (#157679) for trailers on front yard, three vehicles with flat tires, storage and refuse in yard, broken windows on house at 2109 Linda Vista Street. The case was resolved on 10/18/19.
01/29/19	Code Enforcement processed a case (#196156) for a side yard shed that is too tall and doesn't meet setbacks, vehicles in yard, weeds, box truck on front yard, and trash cans in front at 2109 Linda Vista Street. The case is unresolved as of 04/30/19.
05/28/19	The Planning Commission voted (5-0) to recommend DENIAL of a request for a Variance TO ALLOW A FOUR-FOOT SEPARATION FROM THE MAIN BUILDING WHERE SIX FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED] on 0.19 acres at 2109 Linda Vista Street (APN 162-06-810-031), R-1 (Single Family Residential) Zone, Ward 1 [PRJ-76197].
07/03/19	The City Council voted to hold a request for a Variance (VAR-76198) in abeyance to the August 7, 2019 City Council meeting.

Most Recent Change of Ownership	
12/29/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
03/13/69	A building permit (#46319) was issued for an enclosed carport at 2109 Linda Vista Street.
07/31/73	A building permit (#12389) was issued for a swimming pool at 2109 Linda Vista Street.
06/18/74	A building permit (#17408) was issued for a 136 square-foot cabana and pool equipment at 2109 Linda Vista Street.
02/20/81	A building permit (#6542) was issued for a final building inspection for fire repair at 2109 Linda Vista Street.

Pre-Application Meeting	
04/04/19	Staff conducted a pre-application meeting with the applicant where submittal requirements and deadlines for a Variance were reviewed for an Accessory Structure.

Neighborhood Meeting
A neighborhood meeting was not required or held.

Field Check	
04/15/19	During a routine field check, staff observed a well-maintained single family dwelling. No sign of trash or debris.

Details of Application Request	
Site Area	
Net Acres	0.19

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family Detached	L (Low Density Residential)	R-1 (Single Family Residential)
North	Single Family Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family Detached	L (Low Density Residential)	R-1 (Single Family Residential)
East	Single Family Detached	L (Low Density Residential)	R-1 (Single Family Residential)
West	Single Family Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master 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	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.06, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	20 Feet	52 Feet	Y
• Side (north)	3 Feet	4 Feet	Y
• Rear	15 Feet	20 Feet	Y
Min. Distance Between Buildings	6 Feet	4 Feet	N*

**Applicant is requesting a Variance (VAR-76198).*

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Linda Vista	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) 2109 Linda Vista ST. Las Vegas NV 89102

Project Name _____ **Proposed Use** _____

Assessor's Parcel #(s) _____ **Ward #** _____

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner Stephanie York MEE PANG Contact Stephanie Pang 310-993-0508

Address 2109 Linda Vista ST. City Las Vegas State NV Zip 89102

E-mail YMP2828@gmail.com Phone 318-993-0508

Applicant Same Contact _____

Address _____ City _____ State ____ Zip _____

E-mail _____ Phone _____

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 York Mee Stephanie Pang

Subscribed and sworn before me

This 4th day of April, 20 19

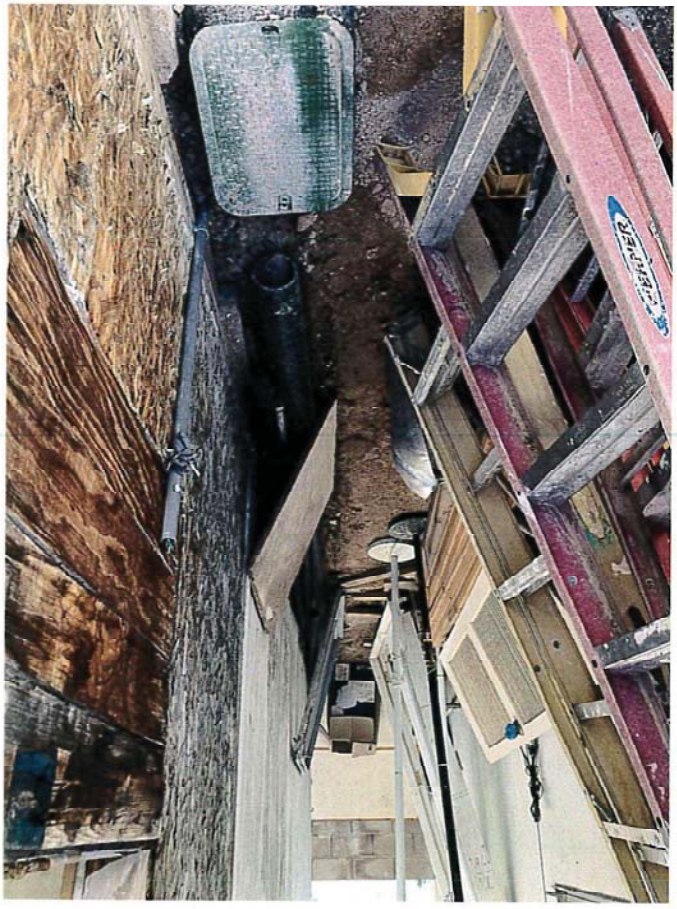
_____, Clark County

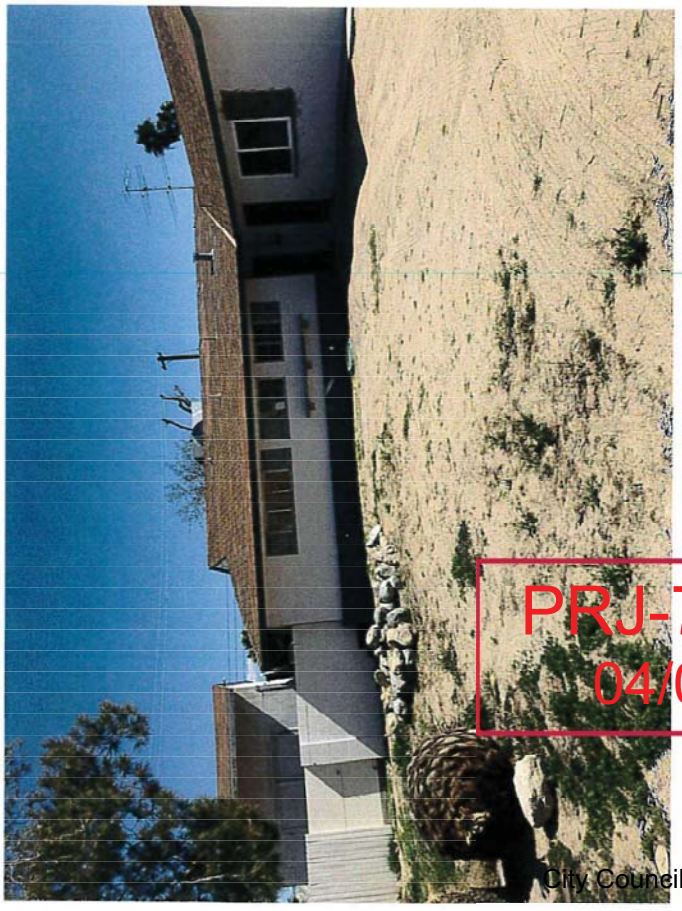
Notary Public in and for said County and State

MARIA CORTEZ
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 11-10-2021
Certificate No: 04-92673-1

PRJ-70197
04/04/19

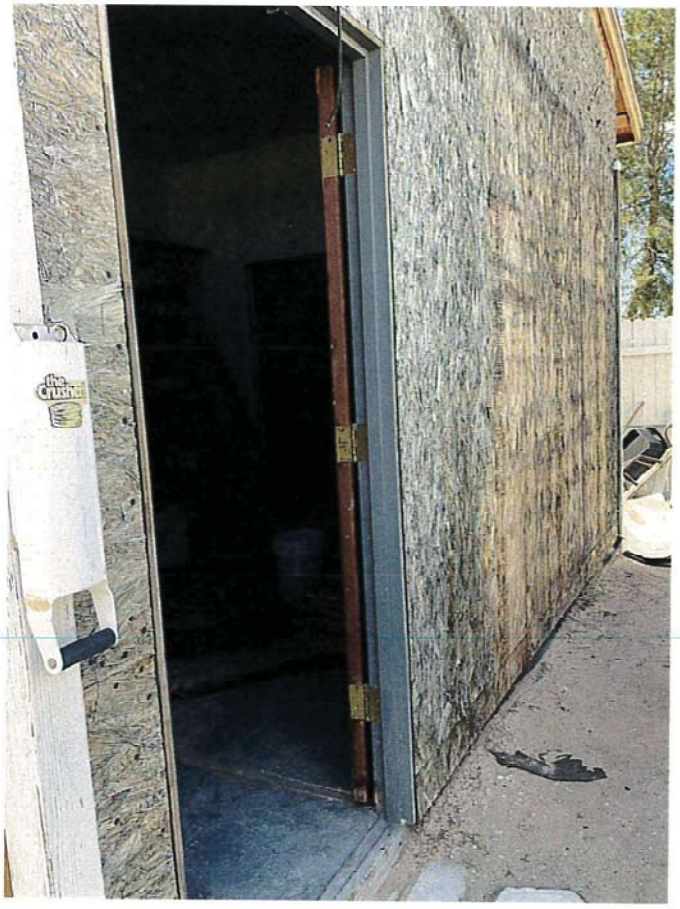


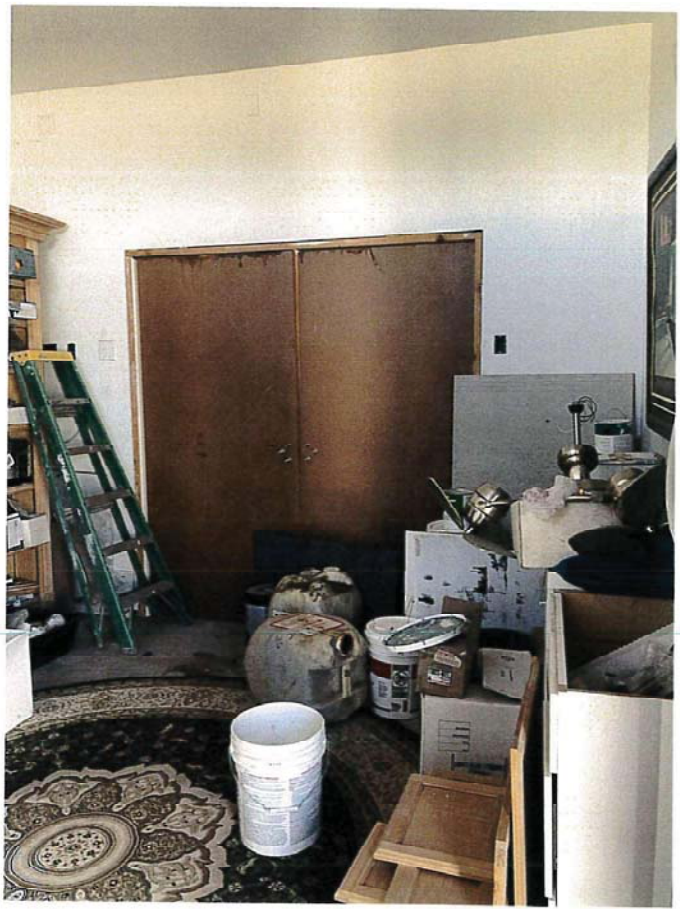


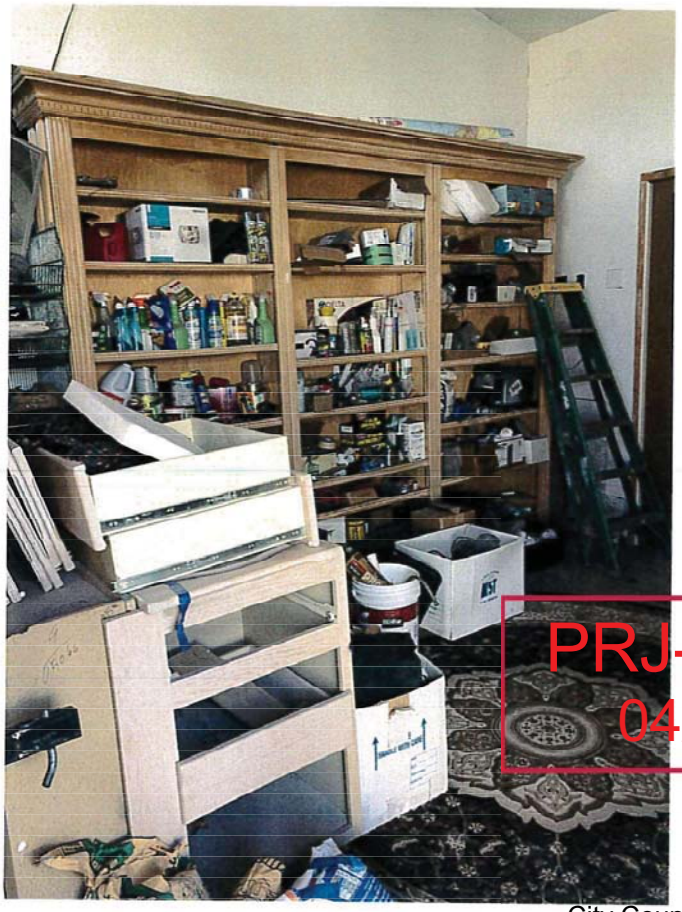




PRJ-76197
04/04/19





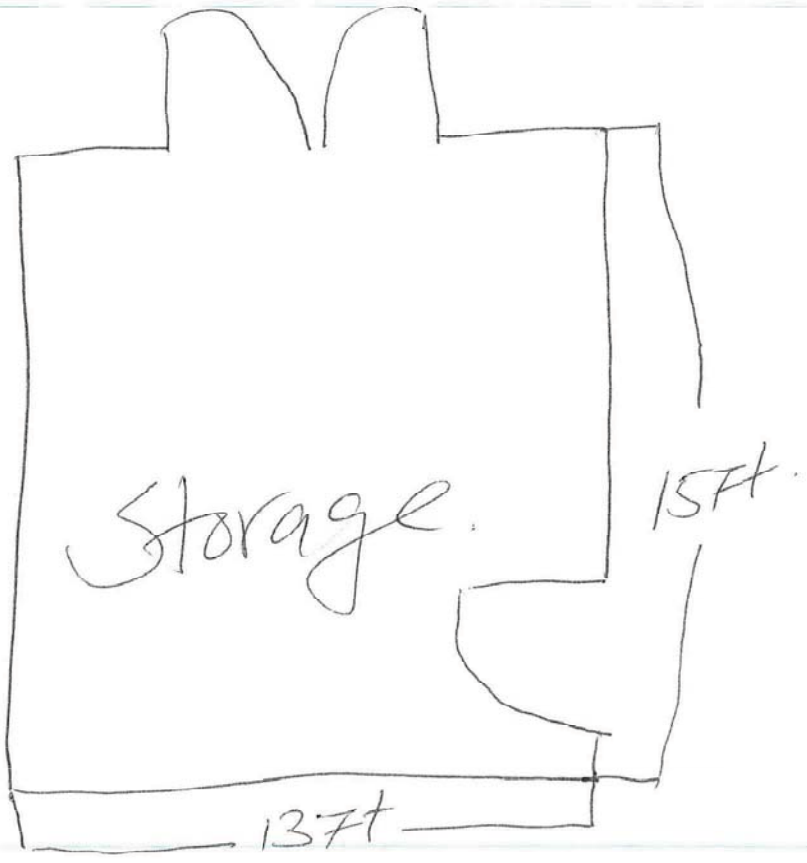


PRJ-76197
04/04/19

Building Elevations

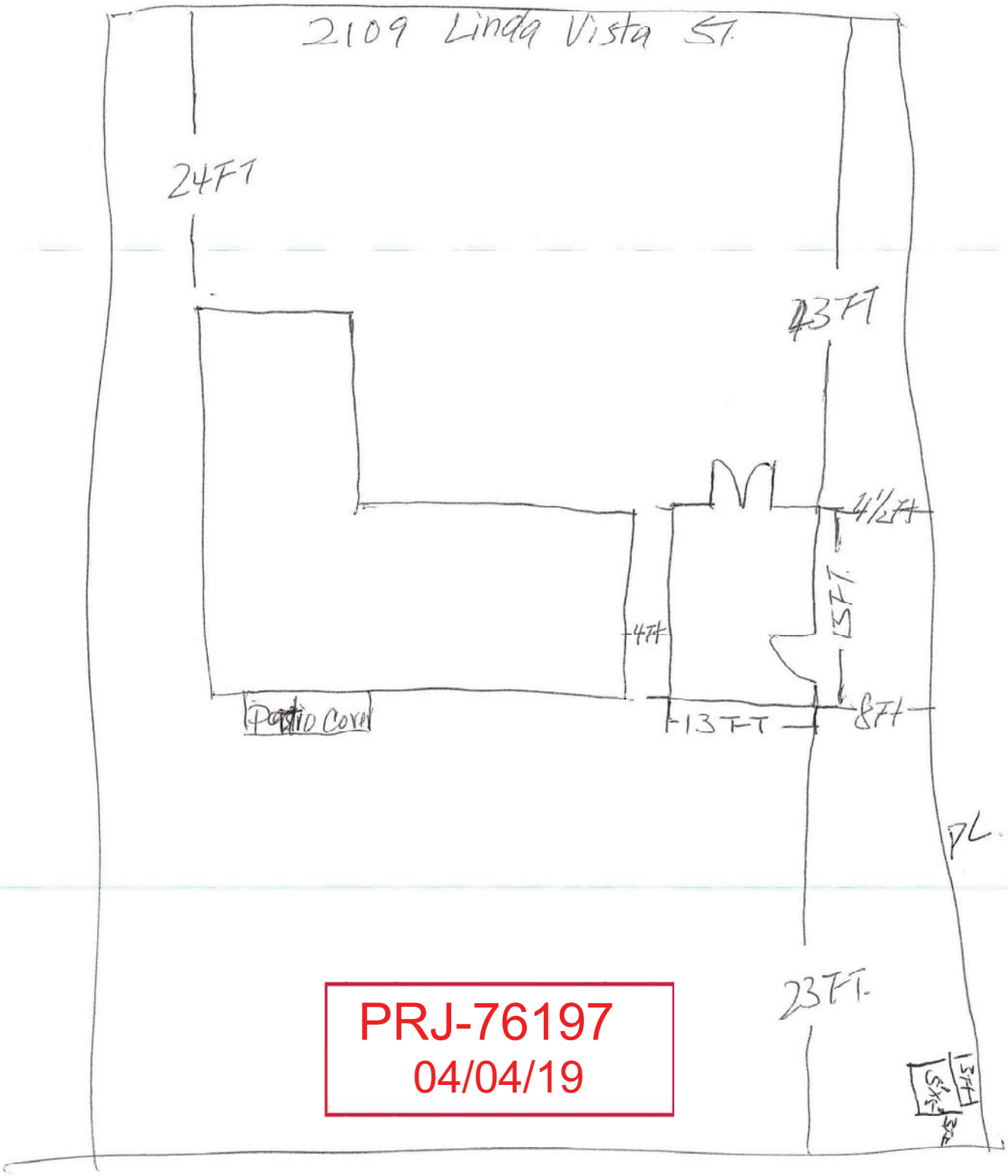
PRJ-76197
04/04/19

Floor Plan



PRJ-76197
04/04/19

Site Plan



PRJ-76197
04/04/19



VAR-76198 [PRJ-76197] - VARIANCE - APPLICANT/OWNER: STEPHANIE PANG
2109 LINDA VISTA STREET

04/15/19

Cit



VAR-76198 [PRJ-76197] - VARIANCE - APPLICANT/OWNER: STEPHANIE PANG
2109 LINDA VISTA STREET

04/15/19

Cit

To whom it may Concern

Justification Letter

Request to justify presence of shed on property. I recently purchased the property Located at 2109 Linda Vista St. Las Vegas NV 89102 with the shed. It was Build back in 1991. Shed had been and will continue to be used for storage only. I'm requesting a Variance 4 Ft distance separation from home where 6 feets is required. I'm hoping that it will be able to stay.

Thank You.

Stephanie Pang

PRJ-76197
04/04/19

RECEIVED
CITY CLERK

2019 JUN -6 A 11:43

Council Chambers of City Hall
495 South Main Street
Las Vegas, NV 89101

RE: VAR-76198 [PRJ-76197] – variance

Dear Las Vegas City Council:

My request for a variance to allow a four foot separation from the main building at 2109 Linda Vista Street, Las Vegas NV 89102 was to be considered by the City Council on July 3, 2019. I would like to request an extension for the consideration of my request. I will out of town on July 3, 2019, and will not be able to attend. I respectfully request that the City Council consider the matter at its regular meetings either on August 7 or August 21, 2019.

310-993-0502

Sincerely,

Stephanie Pang

Stephanie Pang

Submitted after final agenda

Item 81

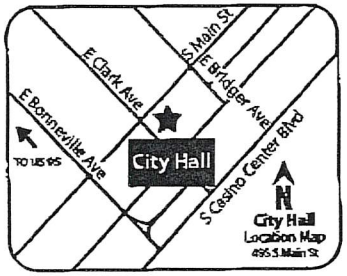
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2019 JUN 25 A 9:06

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.

VAR-76198 [PRJ-76197]
City Council Meeting of **07/03/19**

PRJ-76197
16206810094
D V L L C
5865 COBBLER DR
ANCHORAGE AK 99502-1896

ORDCNP1

06/25/2019 TUE 7:05 FAX 9072575155 LTIA ANC Fax 001/001

Submitted after final agenda

Item 81

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRESORTED FIRST CLASS

U.S. POSTAGE PITNEY BOWES
ZIP 89120 $ 000.45⁹
02 4W
0000362648 JUN 21 2019

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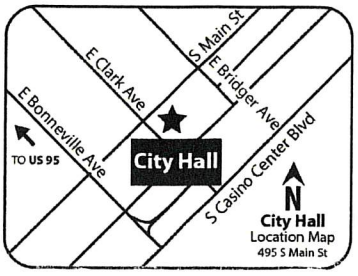
CITY CLERK
2019 JUL -1 P 12:15

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76198 [PRJ-76197]
City Council Meeting of **07/03/19**

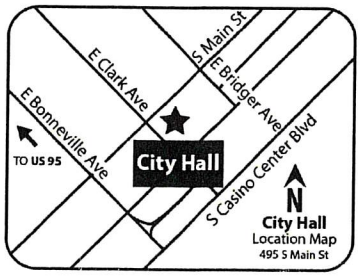
PRJ-76197
16206810070
BROWN DAVID M
1382 LOOP
LOS ALAMOS NM 87544

87544$2900 C002

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76198 [PRJ-76197]
City Council Meeting of **07/03/19**

PRJ-76197
16206713002
MORALES EDUARDO
GUZMAN-MORALES IRIS N
4312 EL PASADA AVE
LAS VEGAS NV 89102-3784

Support
Close

Submitted after final agenda
Item 91

89 DRDCNP1

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

LAS VEGAS
NV 890
27 JUN '19
PM 3:1

PRSRT
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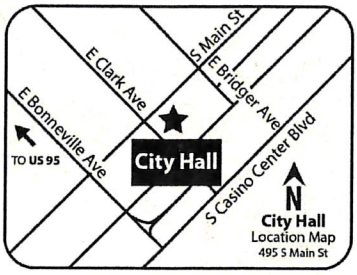
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

#81

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.

VAR-76198 [PRJ-76197]
City Council Meeting of **07/03/19**

PRJ-76197
16206712032
SHEM TOV MORDECHAI MOTI & YAAQOV
2008 LAS FLORES ST
LAS VEGAS NV 89102

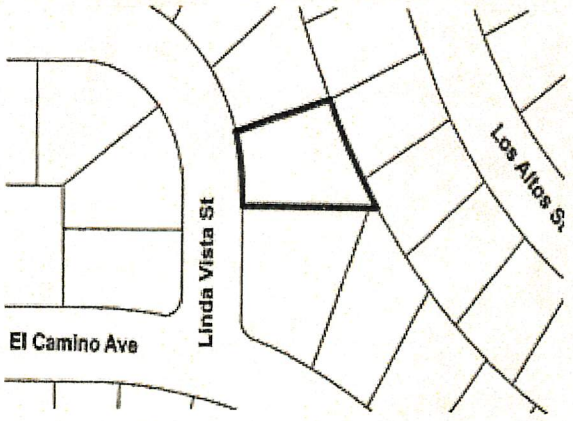
89 DRDGNP1

Application Information

VAR-76198 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: STEPHANIE PANG - For possible action on a request for a Variance TO ALLOW A FOUR-FOOT SEPARATION FROM THE MAIN BUILDING WHERE SIX FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED] on 0.19 acres at 2109 Linda Vista Street (APN 162-06-810-031), R-1 (Single Family Residential) Zone, Ward 1 (Tarkanian) [PRJ-76197]. The Planning Commission (5-0 vote) and Staff recommend DENIAL.

The owner, Stephanie pang, build a kaseeta very close to my wall less than 4 feet and then extended it about two years ago and ~~build~~ opend a window viewing my pool I asked him to take it out so he closed the window. but it still looks very ugly and few months, he build one more room and I asked him to take it down, if not I will go to the city. so he did and now he wants to build again!!! it is very ugly and very close to my property!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting: CITY COUNCIL
Date: 07/03/19
Location: City Council Chambers
495 South Main St, 2nd Fl.
Las Vegas, Nevada

Not to be before:

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections th City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For further information, go to www.lasvegasnevada.gov **and comments received after an agenda posts will not be reflected online until after the meeting; however, the cc governing body for their consideration prior to the meeting.**

Submitted at City Council
Date 7/3/2019 Item 81
Mordechai Shem Tov

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

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
80

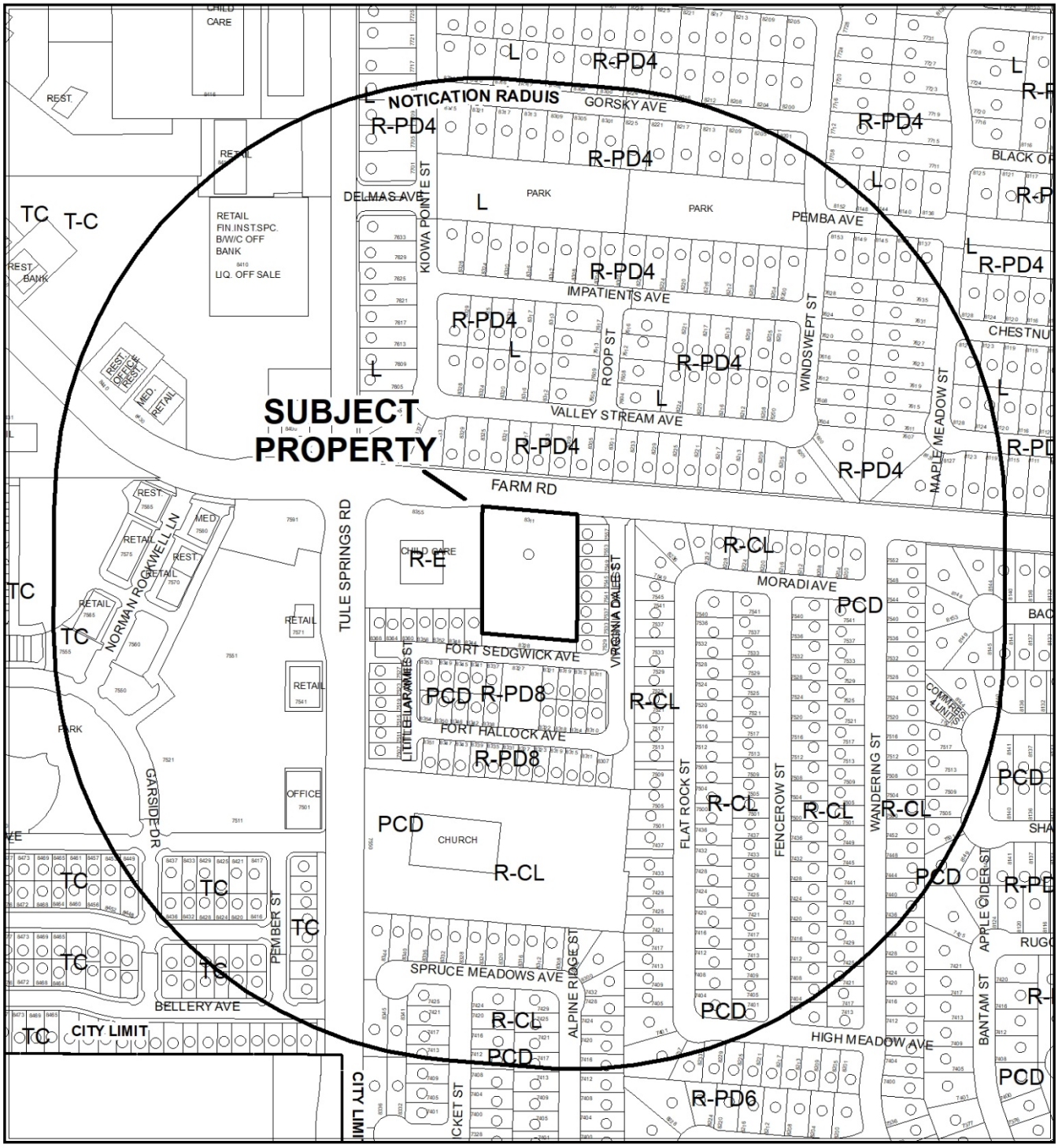
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
GPA-75668 - GENERAL PLAN AMENDMENT - PUBLIC HEARING - APPLICANT/OWNER: ZION LOVINGIER - For possible action on a request for a General Plan Amendment FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: SC (SERVICE COMMERCIAL) on 1.50 acres at 8311 Farm Road (APN 125-16-301-003), Ward 6 (Fiore) [PRJ-75621]. Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	0
City Council Meeting	10	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map
3. Staff Report - GPA-75668 and ZON-75669 [PRJ-75621]
4. Supporting Documentation - GPA-75668 and ZON-75669 [PRJ-75621]
5. Photo(s) - GPA-75668 and ZON-75669 [PRJ-75621]
6. Justification Letter - GPA-75668 and ZON-75669 [PRJ-75621]
7. Submitted after Final Agenda - Protest/Support Postcards for GPA-75668 and ZON-75669 [PRJ-75621]
8. Backup Submitted at the April 23, 2019 Planning Commission Meeting
9. Backup Submitted at the June 25, 2019 Planning Commission Meeting



CASE: **GPA-75668 (PRJ-75621)**

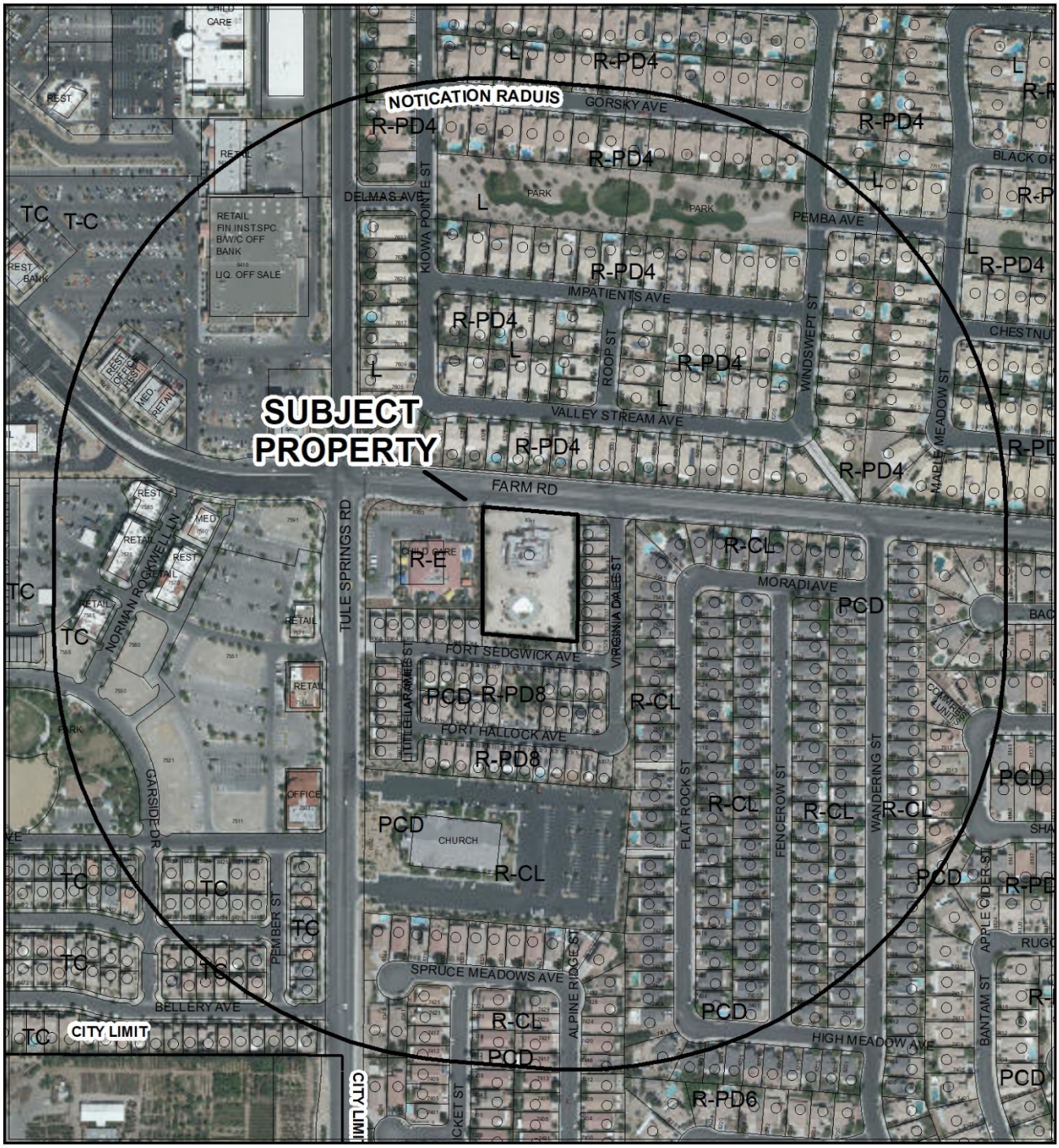
0 265 530 Feet

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PCD (PLANNED COMMUNITY

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

N



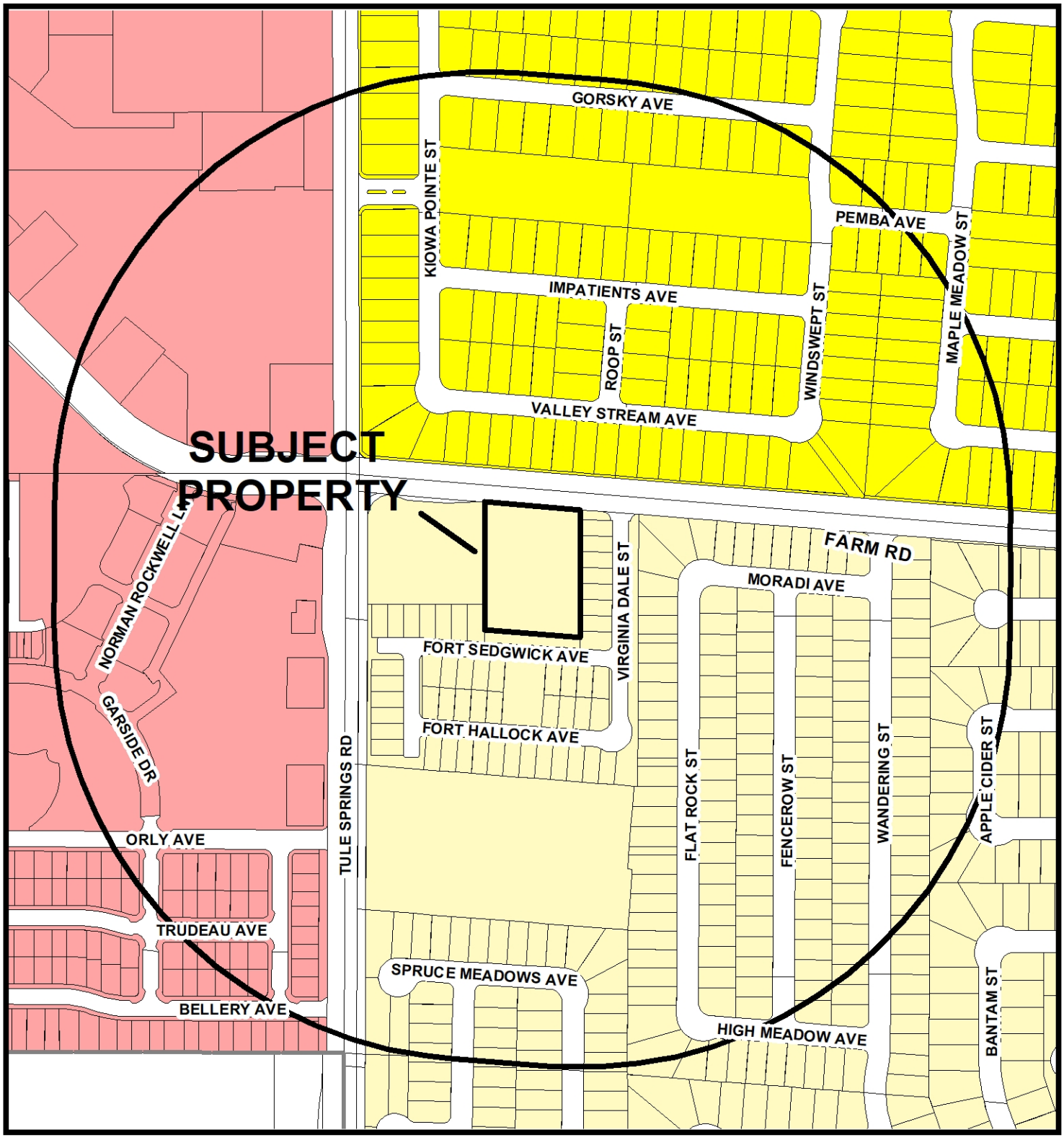
CASE: **GPA-75668 (PRJ-75621)**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PCD (PLANNED COMMUNITY

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: SC (SERVICE COMMERCIAL)

GPA-75668



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 Tourist (Downtown Land-Use)
- Mixed Use (Downtown Land-Use)

FROM PCD TO SC

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: Wednesday, May 22, 2019

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: ZION LOVINGIER

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
GPA-75668	Staff recommends DENIAL.	
ZON-75669	Staff recommends DENIAL.	GPA-75668

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 49

NOTICES MAILED 456 - GPA-75668 and ZON-75669 (By City Clerk)

PROTESTS 2 - GPA-75668 and ZON-75669

APPROVALS 0 - GPA-75668 and ZON-75669

NE

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing a General Plan Amendment for 8311 Farm Road. The proposal includes designating the 1.50-acre subject site SC (Service Commercial), and Rezoning the site to C-1 (Limited Commercial).

ISSUES

- A General Plan Amendment is requested to designate the subject site SC (Service Commercial) from PCD (Planned Community Development). Staff does not support this request.
- Rezoning the subject site from R-E (Residence Estates) to C-1 (Limited Commercial) is proposed by the applicant. Staff does not support this proposal.
- The subject site currently operates as a licensed, short-term residential rental use. If approved, these operations would be required to cease and desist and the business license marked out-of-business.

ANALYSIS

General Plan Amendment

PCD (Planned Community Development) – The Planned Community Development category allows for a mix of residential uses that maintains 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). In addition, commercial, public facilities and office projects may be used as buffers (depending on compatibility issues) within the PCD. Residential streets shall be designed to discourage through traffic, provide maximum privacy, and avoid the appearance of lot conformity. In order to protect existing lifestyles, adjacency standards and conditions may be required for new development.

The Service Commercial category allows low to medium intensity retail, office, or other commercial uses that serve primarily local area patrons, and that do not include more intense general commercial characteristics. Examples include neighborhood shopping centers, theaters, and other places of public assembly and public and semi-public uses. This category also includes offices either singly or grouped as office centers with professional and business services. The Service Commercial category may also allow mixed-use development with a residential component where appropriate.

Rezoning

The subject site is currently zoned R-E (Residence Estates). The purpose of the R-E District is to provide for low density residential units located on large lots that convey a rural environment. This is achieved by 20,000 square-foot minimum lot sizes, and conservative setbacks. This zoning district does allow for a limited number of commercial uses either by right, or through an approved Special Use Permit. The chart below demonstrates these uses and the mechanisms necessary to operate such uses within the R-E zoning district:

Permitted Use	***Conditional Use***	***Special Use Permit***
Single Family, Detached	Animal Keeping & Husbandry	Animal Hospital, Clinic, or Shelter (with Outside Pens)
Community Recreational Center (Public)	Community Center, Private (Accessory)	Convalescent Care Facility/Nursing Home
Crop Production	Cemetery/Mausoleum	Country Club, Private
Individual Care – Family Home	Community Garden	Church/House of Worship
Public Park or Playground	Community Residence (including Family Community Residence and Transitional Community Residence)	Horse Corral or Stable
	Short-Term Residential Rental	Hospice
		Individual Care – Group Home
		Individual Care Center
		Public or Private School, Primary and/or Secondary

The proposed C-1 (Limited Commercial) zoning district is intended to provide most retail shopping and personal services, and may be appropriate for mixed-use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The subject site is not part of the retail corridor found west of Tule Springs Road nor is it at the intersection of thoroughfares. While Farm Road is an 80-foot wide collector street, east of Tule Springs Road, Farm Road primarily provides access to residential neighborhoods.

Below is a chart that demonstrates a sampling of the type and intensity of the land uses that would be allowed within the proposed C-1 zoning district either by right, as a Conditional use, or via a Special Use Permit:

Permitted Use	***Conditional Use***	***Special Use Permit***
Banquet Facility	Mixed-Use Development	Assisted Living Apartments
Business School	Auto Broker	Auto Repair Garage, Minor
Church/House of Worship	Open Air Vending/Transient sales Lot	Bailbond Service
Clinic	Pet Shop	Nightclub
Employment Agency	Senior Citizen Apartments	Beer/Wine/Cooler On and/or Off-Sale Establishment
General Personal Service (Beauty Salon, Dry Cleaners, etc.)	Social Service Provider	Hotel, Motel or Hotel Suites
Health Club	Thrift Shop	Massage Establishment
General Retail Store		Motor Vehicle Sales, Used
Restaurant		Mini-Storage Facility
Trade School		Pawn Shop
Wedding Chapel		Restaurant with Alcohol or Service Bar

Staff finds the proposed C-1 zoning district would permit land uses too intense for direct residential adjacency. These uses such as restaurants and general personal services are typically open past normal business hours and would introduce public activity adjacent to a residential neighborhood that staff finds to be incompatible and not capable of being operated in a harmonious manner with detached, single family residences that exist in the immediate area.

On August 14, 2018, the Planning Commission approved a request for a Special Use Permit (SUP-73820) for a five-bedroom short-term residential rental to be operated at the subject site. If approved, these operations, along with any other residential type use would have to cease immediately as they would not be permitted uses within a commercially zoned property. Staff is prepared to issue a *Cease and Desist* order upon approval of these applications.

According to the Las Vegas Valley Water District (LVVWD), this parcel is currently served by a well. If approved, the Nevada Division of Environmental Protection (NDEP) would be the agency to review the proposed zone change and possibly require the subject site to relinquish well rights and connect to a water service line.

Development factors in the area indicate commercial uses west of Tule Springs Road, with residential uses east of Tule Springs Road. The subject site is surrounded by residentially zoned property used as such with the exception of the property directly west, which is currently used as a daycare center for children. These existing development factors in the area do not indicate the need for the existing commercial west of Tule Springs Road to encroach eastward into the residential neighborhoods; therefore, staff recommends denial of both the requested General Plan Amendment and the Rezoning request.

FINDINGS (GPA-75668)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The density and intensity of the proposed Service Commercial designation is not compatible with the existing Low Density Residential and Planned Community Development land use designations.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The proposed Service Commercial General Plan designation allows the C-1 (Limited Commercial), O (Office), and P-O (Professional Office) zoning districts. Due to the subject sites adjacency to single-family residential neighborhoods, the P-O zoning district would be the only district compatible with the adjacent residential zoning districts, not the proposed C-1 zoning district.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   There are adequate transportation and utility facilities to accommodate the uses permitted by the proposed Service Commercial General Plan designation.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

Amending the existing General Plan designation to Service Commercial does not conform to the intent of the Commercial and Industrial Development Standards, Title 19.08.020, which strives to "*to encourage sensitive design and planning of commercial and industrial development which enhances compatibility between the built environment and the natural environment and will not negatively impact the use and enjoyment of adjacent and neighboring properties*."

FINDINGS (ZON-75669)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the proposed C-1 (Limited Commercial) zoning district would conform to the proposed SC (Service Commercial) General Plan Designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses allowed within the proposed C-1 zoning district are not compatible with the surrounding residential land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Growth and development factors in the surrounding community do not indicate the need for commercial zoning to encroach into the residential neighborhoods east of Tule Springs Road.

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.**

   Farm Road is an 80-foot wide Collector street, which is adequate in size to meet the requirements of the proposed C-1 zoning district.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/14/18	The Planning Commission approved a request for a Special Use Permit (SUP-73820) for a proposed Short Term Residential Rental use at 8311 Farm Road. Staff recommended approval.
04/23/19	The Planning Commission approved a request for an abeyance until the June 25, 2019 Planning Commission meeting for General Plan Amendment (GPA-75668) and Rezoning (ZON-75669).
06/25/19	The Planning Commission approved the following requests: • General Plan Amendment (GPA-75668) FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: SC (SERVICE COMMERCIAL) • Rezoning (ZON-75669) FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 1.50 acres at 8311 Farm Road (APN 125-16-301-003), Ward 6 (Fiore) [PRJ-75621].

Most Recent Change of Ownership	
07/26/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/14/18	A business license (G66-07437) was issued for a short-term residential rental at 8311 Farm Road. The license is active as of 03/28/19.

Pre-Application Meeting	
01/10/19	Staff conducted a pre-application meeting where the submittal requirements for a General Plan Amendment and Rezoning application were discussed.

Neighborhood Meeting	
03/28/19	<u>Centennial Hills Community Center YMCA 6:00 pm – 7:00pm</u> • One (1) property owner • One (1) representative for the ownership ○ Nathan Taylor • Zero (0) representatives present for Council Ward 6 • Thirteen (13) members of the public were in attendance.

Neighborhood Meeting	
03/28/19	Issues 1. Concerns were raised about what type of business the property owner was proposing to develop on the subject site. a. The applicants' representative indicated the property owner would like to conduct weddings on the property. He further indicated that the applicant intended to convert the property through a Site Development Plan Review, which would be presented to the Planning Commission at a later date if the property is rezoned. 2. Concerns were raised about additional noise which would be created by the proposed Wedding Chapel. a. The applicants' representative indicated the Wedding Chapel use would be subject to all City of Las Vegas noise ordinances and will be monitored by licensing and code enforcement. 3. Concerns were raised about additional overflow parking for the proposed Wedding Chapel use and how it would negatively impact the surrounding neighborhood. a. The applicants' representative indicated that some onsite parking would be provided; and overall parking requirements for the proposed Wedding Chapel would be addressed during the Site Development Plan Review process at a later date. 4. Concerns were raised about the negative impact the existing Short-Term Residential Rental use has to the surrounding neighborhood (noise/traffic/trash/alcohol/parties). a. The applicants' representative indicated the subject site is monitored by City of Las Vegas licensing and code enforcement. City staff indicated to residents that disturbances and concerns should be reported to Code Enforcement if potential violations are taking place.

Field Check	
03/13/19	Staff observed the subject site during a routine field check. Nothing of concern was noted by staff.

Details of Application Request	
Site Area	
Net Acres	1.50

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Short Term Residential Rental	PCD (Planned Community Development)	R-E (Residence Estates)
North	Single Family, Detached	L (Low Density Residential)	R-PD4 (Residential Planned Development – 4 Units Per Acre)
South	Single Family, Detached	PCD (Planned Community Development)	R-PD8 (Residential Planned Development – 8 Units Per Acre)
East	Single Family, Detached	PCD (Planned Community Development)	R-PD8 (Residential Planned Development – 8 Units Per Acre)
West	Individual Care Center (Six Children or More)	PCD (Planned Community Development)	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***
Northwest Open Space Plan	Y
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards would apply to future development for the proposed C-1 zoning district:

Standard	*Required/Allowed*
Min. Setbacks*	
• Front	10 Feet
• Side	10 Feet
• Corner	10 Feet
• Rear	20 Feet

**Residential Adjacency could increase the minimum distance required for each setback requirement.*

1.50 Acres / 65,340 Square Feet

Existing Zoning	*Permitted Density*	*Units Allowed*
R-E (Residence Estates)	20,000 SF Lots	6.53
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-1 (Limited Commercial)	N/A	N/A
Existing General Plan	***Permitted Density***	***Units Allowed***
PCD (Planned Community Development)	8.00	12
Proposed General Plan	***Permitted Density***	***Units Allowed***
SC (Service Commercial)	N/A	N/A

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Farm Road	Collector	Master Plan of Streets and Highways	80	Y

Las Vegas Valley Water District (LVVWD):
The parcel is currently served by a well that is permitted for domestic use only. The applicant will need to show proof of permission from the Nevada Division of Water Resources to allow the well to be used for commercial use. The GWMP number is 12283.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Total Fee	
Date Received	
Received By	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) REZONING/GPA

Project Address (Location) 8311 FARM ROAD, LAS VEGAS, NV 89131

Project Name LOTUS HOUSE LLC **Proposed Use**

Assessor's Parcel #(s) 125-16-301-003 **Ward #** 6

General Plan: Existing _____ Proposed _____ **Zoning:** Existing R-E Proposed C-1

Additional Information

PROPERTY OWNER ZION LOVINGIER & LINCOLN ROGERS

Address 8311 FARM ROAD State NEVADA Zip 89131

E-mail _____ Phone _____

APPLICANT ZION LOVINGIER & LINCOLN ROGERS

Address 8311 FARM ROAD State NEVADA Zip 89131

E-mail _____ Phone _____

REPRESENTATIVE TAYLOR CONSULTING GROUP, INC. (N. TAYLOR)

Address 8311 W. Farm Road, #180 State Nevada Zip 89131

E-mail info@thetaylorconsultinggroup.com Phone 702-483-7045

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 ZION LOVINGIER

State of Nevada
County of Clark
Subscribed and sworn before me
This 17th day of January, 20 19

_____
Notary Public in and for said County and State

JONATHAN ESCAPA
Notary Public, State of Nevada
County of Clark
APPT. NO. 14-14771-1
My App. Expires Sept. 17, 2022

PRJ-75621
01/28/19



GPA-75668 [PRJ-75621] - GENERAL PLAN AMENDMENT RELATED TO ZON-75669 - APPLICANT/OWNER: ZION LOVINGIER
8311 FARM ROAD

05/16/2019

Submitted after final agenda

Items 2/1/22



GPA-75668 [PRJ-75621] - GENERAL PLAN AMENDMENT RELATED TO ZON-75669 - APPLICANT/OWNER: ZION LOVINGIER
8311 FARM ROAD

05/16/2019

Taylor Consulting Group, Inc.

Government Affairs & Land Use Consultants • Liquor & Gaming Licensing

January 28, 2019

City of Las Vegas Planning Department
333 N. Rancho Drive
Las Vegas, NV 89106

Re: 8311 Farm Road, Las Vegas, NV 89131

To Whom It May Concern:

We are respectfully requesting an amendment to the City's General Plan—the property is currently set to be SC (Service Commercial), but our request is to have the property re-zoned C-1 (Limited Commercial). We believe this zone change is appropriate due to the surrounding commercial in the area. In addition, this property fronts Farm Road—a very busy street with traffic in and out of 3 adjacent commercial centers. We plan to remove the existing building and submit a plan for the property following this application and its public hearings.

Thank you in advance for your time and attention to this matter. Should you have any questions or concerns, please contact me on my mobile phone at: 702-994-3844

Respectfully,

Nathaniel Taylor

Nathaniel Taylor
President

PRJ-75621
03/25/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

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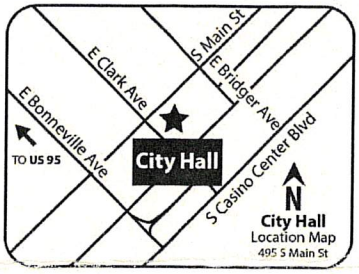
2019 JUL 30 P 12:04



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75621
12516311059
CASS JOHN-SYDNEY W
7416 FLAT ROCK ST
LAS VEGAS NV 89131-4518

35 FRDFNP1 89131

Submitted after final agenda
Date 8/1/19 Item 80-81

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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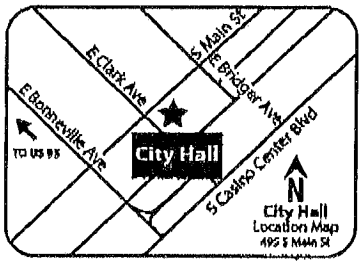
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



2019 JUL 31 A 8:30
RECEIVED
CITY CLERK

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75621
12516319017
KAWAGUCHI KENNETH R
7523 LITTLE LARAMIE ST
LAS VEGAS NV 89131-8196

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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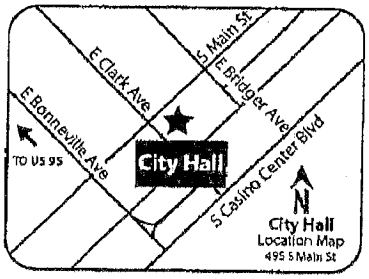
Official Notice of Public Hearing



2019 JUL 29 P 4:20
RECEIVED
CITY CLERK

PRJ-75621
12516311013
SARGENT FAMILY TRUST
SARGENT PHILIP J & REBECCA L TRS
52 SWEETWATER CT
DANVILLE CA 94506-1222

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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2019 JUL 31 P 12:03

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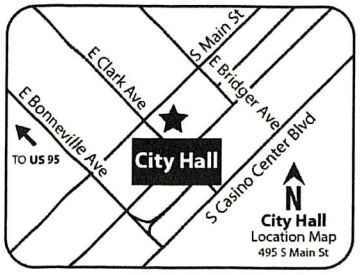

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75621
12516212005
SCHOONMAKER RENA MARIE TRUST
SCHOONMAKER RENA MARIE TRS
7620 WINDSWEPT ST
LAS VEGAS NV 89131-4636

35 PRDFNP1 89131

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2019 JUL 30 P 12:04

Return Service Requested
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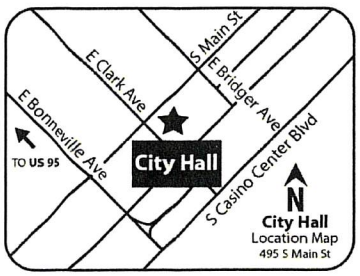

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75621
12516212037
SCHOONMAKER RITA ANNE
8224 IMPATIENTS AVE
LAS VEGAS NV 89131

35 PRDFNP1 89131

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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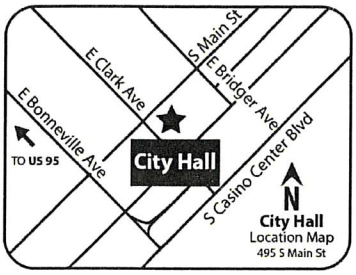
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75621
12517610005
FARM ROAD RETAIL L L C
10655 PARK RUN DR #160
LAS VEGAS NV 89144

131 FRDFMP1 89144

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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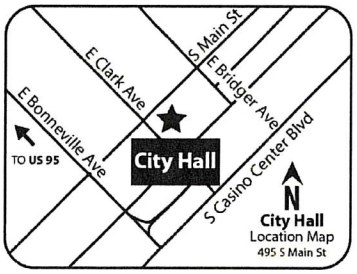

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75621
12517610006
FARM ROAD RETAIL L L C
10655 PARK RUN DR #160
LAS VEGAS NV 89144

Submitted after final agenda
Items 80-81

131 FRDFMP1 89144

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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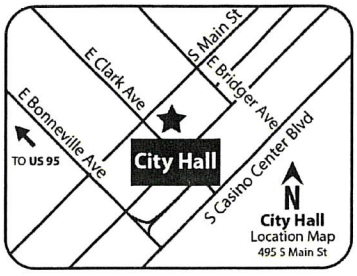
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75621
12517610007
FARM ROAD RETAIL L L C
10655 PARK RUN DR #160
LAS VEGAS NV 89144

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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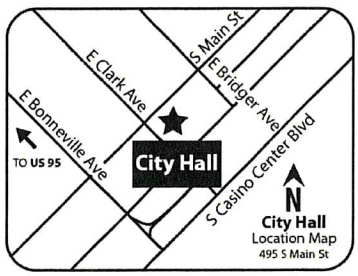
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75621
12517610008
FARM ROAD RETAIL L L C
10655 PARK RUN DR #160
LAS VEGAS NV 89144

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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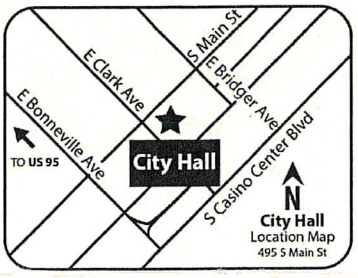
Official Notice of Public Hearing



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2019 AUG -5 A 11:19

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75621
12516319012
CLAUS ZACHARY
8356 FORT SEDGWICK
LAS VEGAS NV 89131-8193

35 PRPMP1 89131

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Las Vegas, NV
Permit No. 1630

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2019 AUG -1 A 11:48

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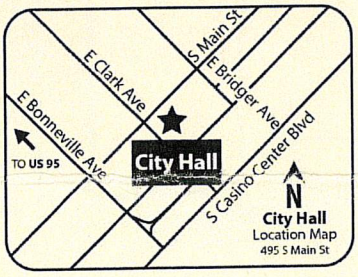

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PRJ-75621
12517711051
MACK JOSHUA J
8405 BELLERY AVE
LAS VEGAS NV 89143-1313

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

35 PROPNP1 89143

Submitted after final agenda

Date 8/1/19 Item 80-81

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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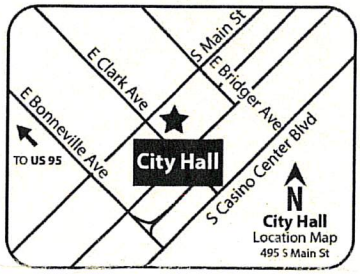
2019 JUL 31 P 12:03



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75668 and ZON-75669 [PRJ-75621]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75621
12516212028
JACKS CHERYL M
8208 VALLEY STREAM AVE
LAS VEGAS NV 89131

35 PRDFMP1 89131

29 July 2019

8311 Farm Road
(APN 125-16-301-003)

RECEIVED
CITY CLERK

2019 JUL 31 P 12:03

To Whom it May Concern,

I live in the community north of Farm Road, exactly one street north, on Valley Stream Av, in the Appaloosa Community. I completely approve of the rezoning of the Lotus House property (8311 Farm Road) after talking to the owners and being assured they will not allow overnight outside party noise. They further stated the outside noise would be in accordance with normal curfew hours. I believe it would be a perfect asset to this area as there are very few wedding and other event centers away from the downtown area. I, myself, would like to see this place open as it would give a place for my own family to have a place for family reunions and such, as not to impede large amounts of traffic in my own neighborhood, keeping it to Farm Road, rather than inside the Appaloosa Community.

I hope when deciding this change, you take into consideration the good of all families, not just a select few that border the property. It would be an overall nice venue to have available for all.

Thank You,

Cheryl Jacks
8208 Valley Stream Av
Las Vegas, NV 89131

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
Permit No. 1830

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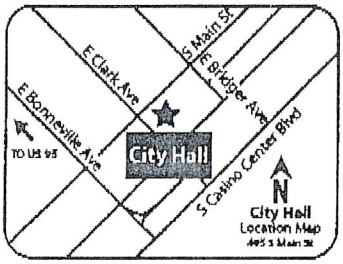

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

GPA-75668 and ZON-75669 [PRJ-75621]

Planning Commission Meeting of **04/23/2019**

PRJ-75621
12516319017
KAWAGUCHI KENNETH R
7523 LITTLE LARAMIE ST
LAS VEGAS NV 89131-8196

123 BRDFMP1 89131

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APR 23 2019
City of Las Vegas
Department of Planning

24-25P

Apr 16 19 01:47p unknown 1111111111 p.1

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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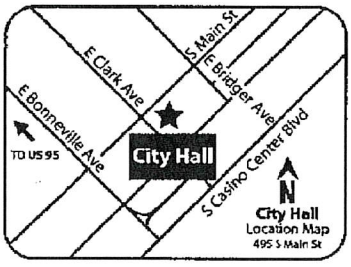

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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GPA-75668 and ZON-75669 [PRJ-75621]
Planning Commission Meeting of **04/23/2019**

PRJ-75621
12516311013
SARGENT FAMILY TRUST
SARGENT PHILIP J & REBECCA L TRS
52 SWEETWATER CT
DANVILLE CA 94506-1222

Rec'd 4/15/2019

1 1 6 8PROFNP1 94506

24-25P

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Nora Lares

From: noreply@formstack.com
Sent: Saturday, April 20, 2019 7:33 AM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 04/20/19 7:33 AM

Meeting Date:	Tuesday, April 23, 2019
Project Number:	PRJ-75621
Position:	I OPPOSE the project and all related applications.
Name:	Steven Permann
Residential or Business Address:	8344 Fort Sedgwick ave Las Vegas , NV 89131
Phone:	(909) 660-2094
Email:	ssp452@me.com
Comments:	I'm aware of the Planning Commission meeting on Tuesday April 23 about the Land Use Entitlement Request for the property at 8311 Farm st. I live at 8344 Fort Sedgwick ave. Which backs up to this property and I will be out of town for business and will not be able to attend. So I wanted to let you know how my family feels and how we have been impacted. There is very little buffer for sound and our homes in our neighborhood are 2

21-22P
PS 1of2

story. My household can see clearly into the property from 8 windows (half of my home) as well as we can see into the Preschool behind us as well. This is a beautiful property and love the view, unfortunately, with this my family has had to endure loud music at all hours of the day and night. We accepted this for about 2 months and then with parties ,music, cars revving their mothers until 2 am and then starting up again at 4am, we had had enough. We have now started having to call LVMPD to come quiet the guests all different days of the week so our family can get rest and can hear ourselves inside our hen home. The noises that come from this property are so loud that we have to close all our windows and doors, and even turn up the tv. Even with the tv turned up you can still hear the noises. Sometimes we have had to call LVMPD to come our multiple times in a night because they will continue after they leave. We have had some of the guest cussing out loud at our neighborhood for calling LVMPD. As we get into the summer months we know it will only get worse with warmer weather. The guest will utilize the backyard even more, with the pool at the back of the property, basketball courts, and all the area, seating that is also at the back of this property close to my home and community.

The owner is advertising for people to have Bachelor and bachelorette parties at this home. They have already had an "adult themed" party here and I don't believe our community, families, children should have to be subjected to this. There is a preschool next door and I have seen and heard guests cussing, loud music while they are in attendance. There are times when the guest vehicles overflow that property and they park on our streets.

We live in this area because we want to be away from the action of the strip and downtown areas. We really don't want it in our neighborhood when we are home. Currently my wife is stressing out when she comes home from work having to find out what we will have to endure each day. We shouldn't have to live our lives like this. Ask yourselves, how would you like it if this was right next door to your home? People come to Las Vegas to party, gamble and have the opinion that anything goes here.

I believe our LVMPD has better things to do then having to keep going this property every time there is something going on here. I don't like the possibility that the police may be here talking to the guests, when someone has a real emergency and this could delay them seconds or minutes.

Please from my families stand point, please deny this request and help us preserve our community.

Steven, Janeen, Spencer Permann
8344 Fort Sedgwick ave
Las Vegas, NV. 89131
(909) 660-2094

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21-22
Pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Sunday, April 21, 2019 5:43 PM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 04/21/19 5:43 PM

Meeting Date:	Tuesday, April 23, 2019
Project Number:	PRJ-75621
Position:	I OPPOSE the project and all related applications.
Name:	Bobby Blanks
Residential or Business Address:	8343 Fort Hallock ave Las Vegas, NV 89131
Phone:	(404) 933-5148
Email:	bblanks911@gmail.com
Comments:	Too Loud, not a good fit for families. A great Disturbance for the neighborhood. Should be a regular residential zoning...

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

21-22P

Nora Lares

From: noreply@formstack.com
Sent: Sunday, April 21, 2019 10:10 PM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 04/21/19 10:09 PM

Meeting Date:	Tuesday, April 23, 2019
Project Number:	PRJ-75621
Position:	I OPPOSE the project and all related applications.
Name:	Janeen Permann
Residential or Business Address:	8344 Fort Sedgwick Ave Las Vegas , NV 89131
Phone:	(951) 217-9188
Email:	ssp198767@aol.com

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

21-22P

Nora Lares

From: noreply@formstack.com
Sent: Monday, April 22, 2019 1:55 PM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 04/22/19 1:55 PM

Meeting Date:	Tuesday, April 23, 2019
Project Number:	PRJ-75621
Position:	I OPPOSE the project and all related applications.
Name:	Ruthanne Hogan
Residential or Business Address:	8323 Fort Hallock Ave Las Vegas, NV 89131
Phone:	(702) 271-0719
Email:	beadingqueen@cox.net
Comments:	This entity has not acted in the way that they would and did not follow the laws. They have lied every step of the way and our community does not need to have this kind of interruption all the time. There are children that need to go to sleep due to school and some of the residents work outside of the normal 9am-5pm.

21-22 P

Nora Lares

From: noreply@formstack.com
Sent: Friday, May 31, 2019 6:22 PM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

RECEIVED
JUN 04 2019
Dept of Planning
City of Las Vegas

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 05/31/19 6:21 PM

Meeting Date:	Tuesday, May 28, 2019
Project Number:	Pro-75621
Position:	I OPPOSE the project and all related applications.
Name:	Steven Permann
Residential or Business Address:	Fort Sedgwick ave Las Vegas , NV 89131
Phone:	(909) 660-2094
Email:	ssp452@me.com
Comments:	This property butts up to our property and there is no sound buffer for any noise coming from the property at 8311 Farm rd. There is a preschool next door to that property as well. My family as well as our neighbors have had to deal with the excess loud music, profanity, yelling and screaming, Vehicle motors revving their mothers at all hours of the day/night. I work early mornings, waking up for work at 2am and it is very hard to rest/sleep while the guests at this property are celebrating until 4am when I leave for work.

21-22P
Pg 1 of 2

My neighbor is a correctional officer and they also leave for work at 4am. I have a hard time accepting that our community is having citizens put at risk so someone can make a profit. I drive a commercial truck in the city of Las Vegas and with lack of sleep I'm risking a possible accident while driving.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

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JUN 04 2019
Dept of Planning
City of Las Vegas

21-22P
Pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Friday, April 19, 2019 4:08 PM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 04/19/19 4:08 PM

Meeting Date:	Tuesday, April 23, 2019
Project Number:	PRJ-75621
Position:	I OPPOSE the project and all related applications.
Name:	Steven Permann
Residential or Business Address:	8344 Fort Sedgwick ave Las Vegas , NV 89131
Phone:	(909) 660-2094
Email:	ssp452@me.com
Comments:	I'm aware of the Planning Commission meeting on Tuesday April 23 about the Land Use Entitlement Request for the property at 8311 Farm st. I live at 8344 Fort Sedgwick ave. Which backs up to this property and I will be out of town for business and will not be able to attend. So I wanted to let you know how my family feels and how we have been impacted. There is very little buffer for sound and our homes in our neighborhood are 2

21-22P
Pg 1 of 2

story. My household can see clearly into the property from 8 windows (half of my home) as well as we can see into the Preschool behind us as well. This is a beautiful property and love the view, unfortunately, with this my family has had to endure loud music at all hours of the day and night. We accepted this for about 2 months and then with parties ,music, cars revving their mothers until 2 am and then starting up again at 4am, we had had enough. We have now started having to call LVMPD to come quiet the guests all different days of the week so our family can get rest and can hear ourselves inside our hen home. The noises that come from this property are so loud that we have to close all our windows and doors, and even turn up the tv. Even with the tv turned up you can still hear the noises. Sometimes we have had to call LVMPD to come our multiple times in a night because they will continue after they leave. We have had some of the guest cussing out loud at our neighborhood for calling LVMPD. As we get into the summer months we know it will only get worse with warmer weather. The guest will utilize the backyard even more, with the pool at the back of the property, basketball courts, and all the area, seating that is also at the back of this property close to my home and community.

The owner is advertising for people to have Bachelor and bachelorette parties at this home. They have already had an "adult themed" party here and I don't believe our community, families, children should have to be subjected to this. There is a preschool next door and I have seen and heard guests cussing, loud music while they are in attendance. There are times when the guest vehicles overflow that property and they park on our streets.

We live in this area because we want to be away from the action of the strip and downtown areas. We really don't want it in our neighborhood when we are home. Currently my wife is stressing out when she comes home from work having to find out what we will have to endure each day. We shouldn't have to live our lives like this. Ask yourselves, how would you like it if this was right next door to your home? People come to Las Vegas to party, gamble and have the opinion that anything goes here.

I believe our LVMPD has better things to do then having to keep going this property every time there is something going on here. I don't like the possibility that the police may be here talking to the guests, when someone has a real emergency and this could delay them seconds or minutes.

Please from my families stand point, please deny this request and help us preserve our community.

Steven, Janeen, Spencer Permann
8344 Fort Sedgwick ave
Las Vegas, NV. 89131
(909) 660-2094

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Nora Lares

From: noreply@formstack.com
Sent: Friday, April 19, 2019 11:27 PM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 04/19/19 11:27 PM

Meeting Date:	Tuesday, April 23, 2019
Project Number:	PRJ-75621
Position:	I SUPPORT the project and all related applications.
Name:	Tylor Stone
Residential or Business Address:	209 gold castle street Las vegas, NV 89144
Comments:	I think this is such a wonderful idea for such a beautiful space. It's great to see Las Vegas bring in more tourism in creative and fun ways. This house is perfectly set away from the others behind so there wouldn't be too much noise traveling to the neighbors. I would truly love to see this succeed. People don't want to come to Vegas and only see hotel rooms and the strip. I would love to have fun small events at a place like this!!

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
81

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

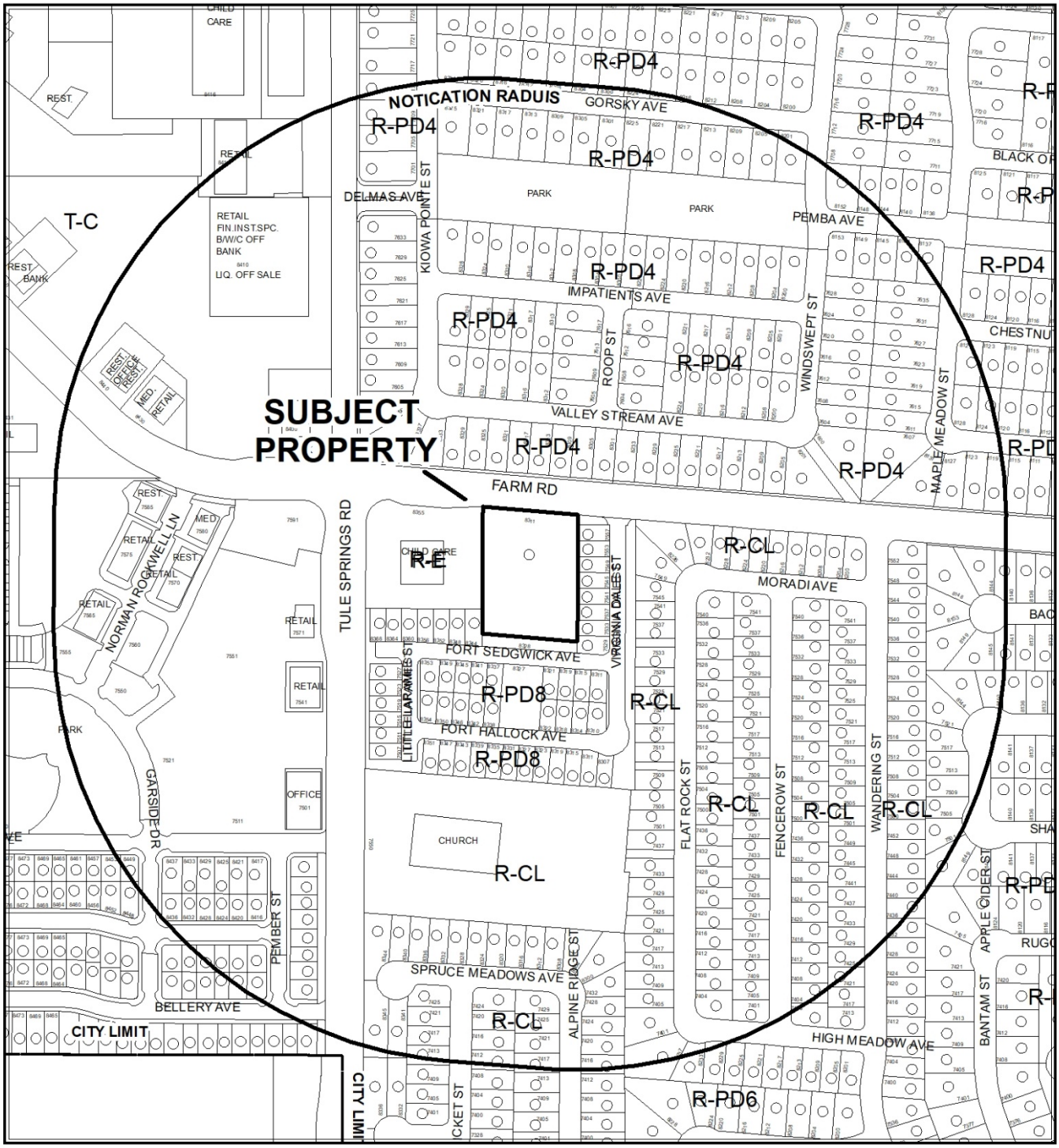
SUBJECT:
ZON-75669 - REZONING RELATED TO GPA-75668 - PUBLIC HEARING - APPLICANT/OWNER: ZION LOVINGIER - For possible action on a request for a Rezoning FROM: R-E (RESIDENCE ESTATES) TO: C-1 (LIMITED COMMERCIAL) on 1.50 acres at 8311 Farm Road (APN 125-16-301-003), Ward 6 (Fiore) [PRJ-75621]. Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	0
City Council Meeting	10	City Council Meeting	2

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (5-0-1 vote) recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Location and Aerial Maps
3. Land Use Map

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

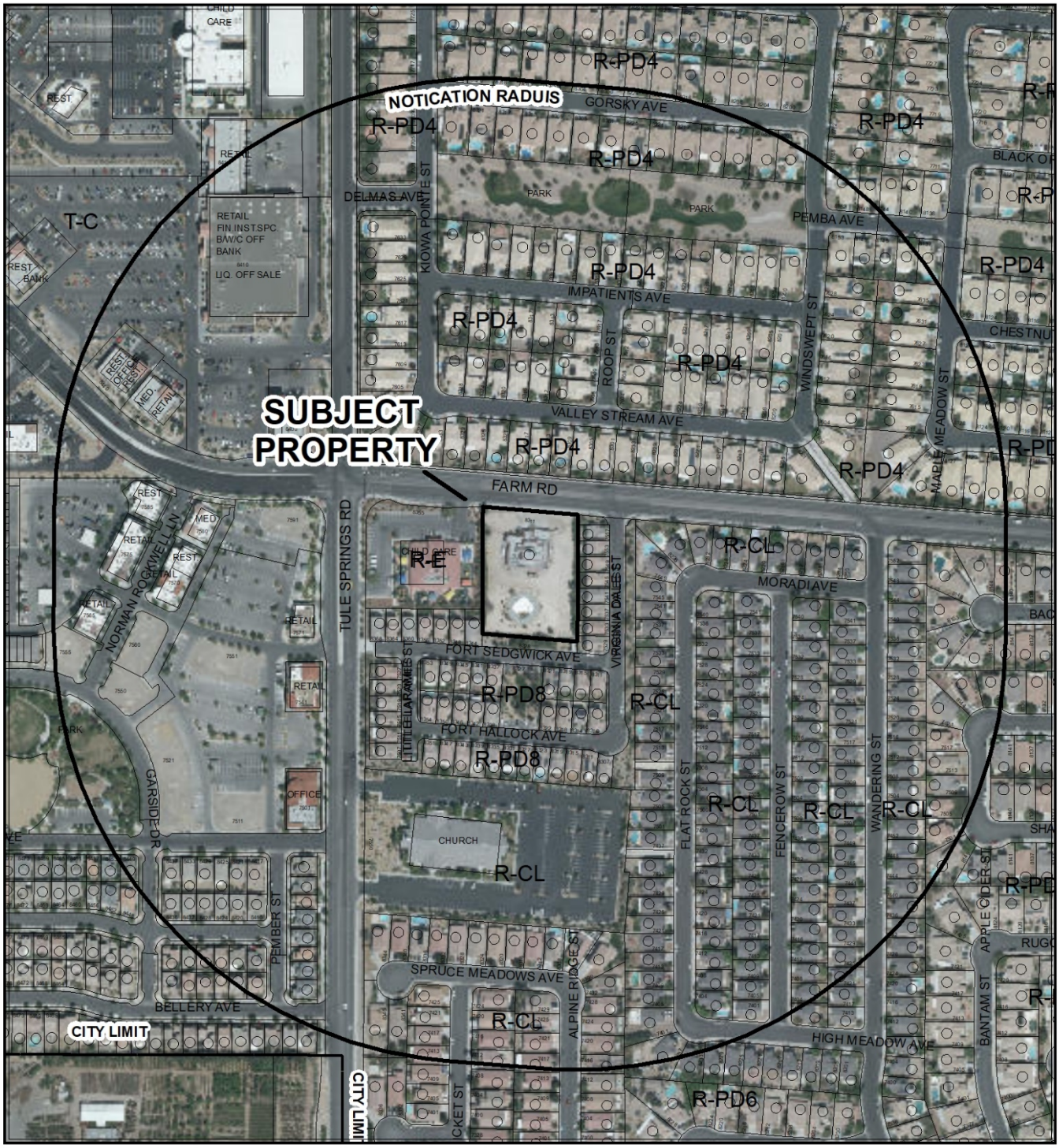


CASE: **ZON-75669 (PRJ-75621)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



0 265 530 Feet

CASE: **ZON-75669 (PRJ-75621)**

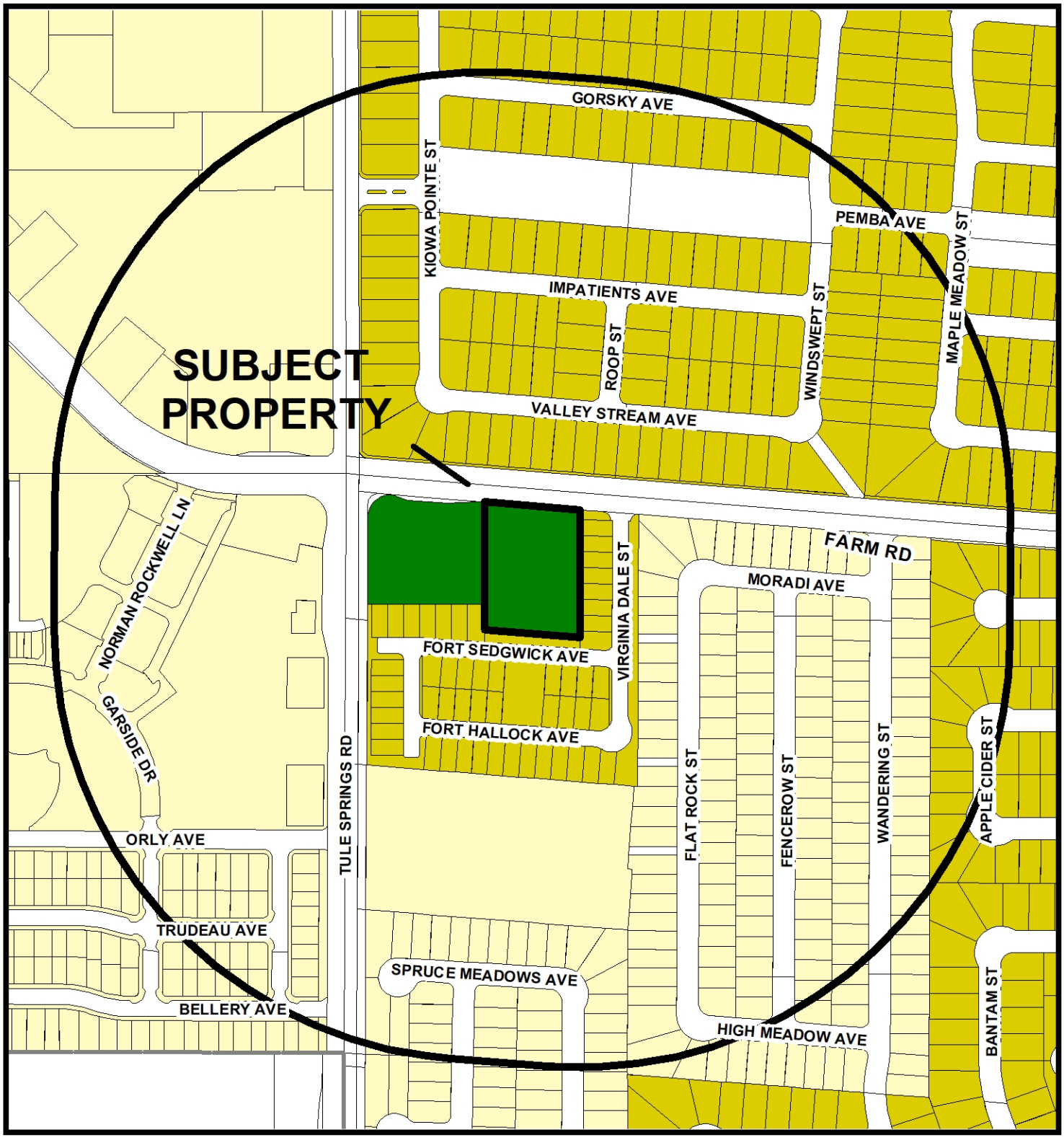
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N

ZON-75669



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
- T-C - Town Center

FROM RE TO C-1

Subject Property

1000ft Buffer

City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, May 29, 2019

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
82

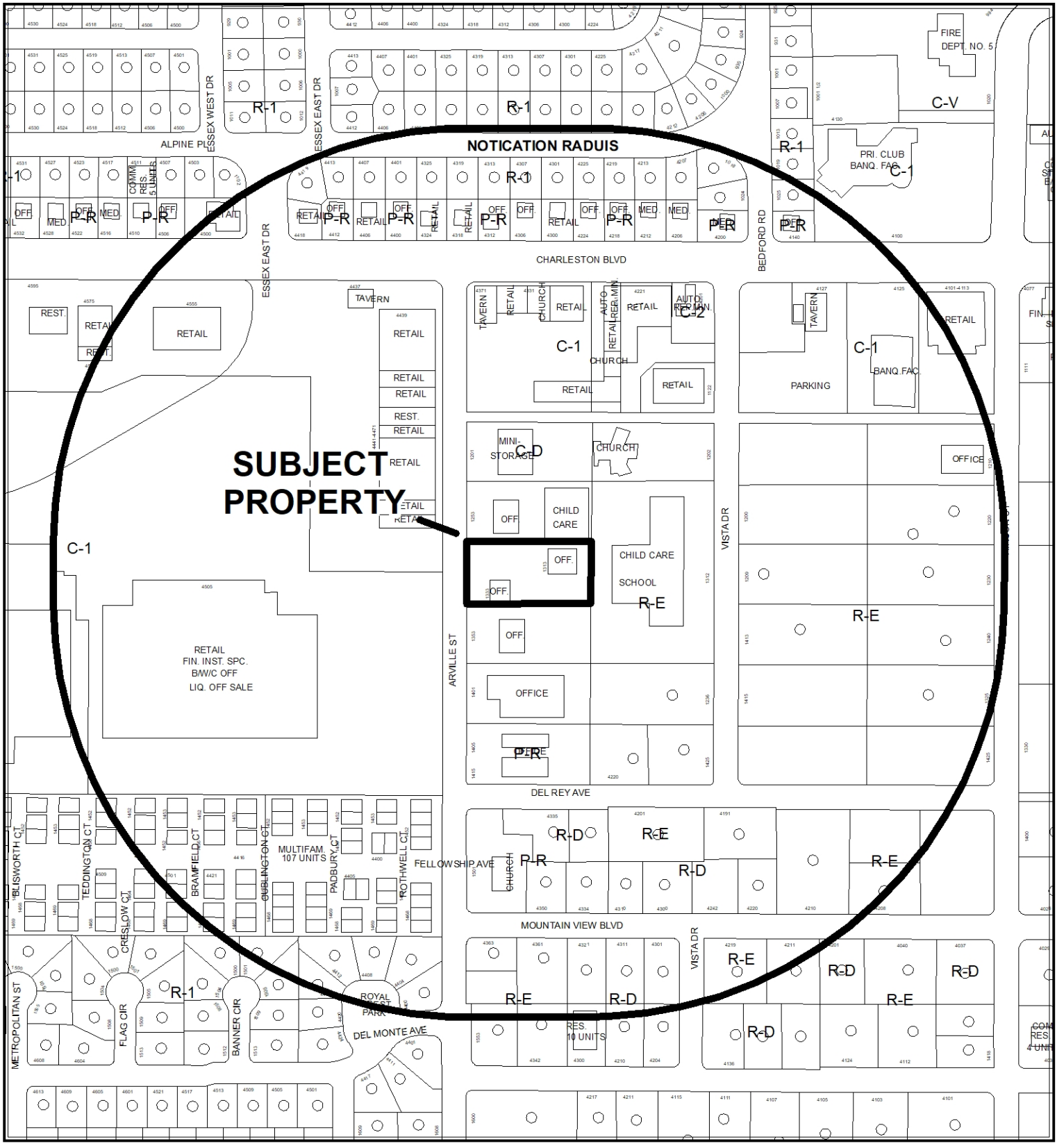
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
ZON-76236 - REZONING- PUBLIC HEARING - APPLICANT: WHEELER ARVILLE MINI STORAGE - OWNER: STEPHANIE EVANS, ET AL - For possible action on a request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 1.04 acres at 1333 Arville Street (APN 162-06-510-016), Ward 1 (Knudsen) [PRJ-75670]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	23	Planning Commission Mtg.	1
City Council Meeting	8	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - ZON-76236, SUP-76310 and SDR-76250 [PRJ-75670]
2. Land Use Map
3. Conditions and Staff Report - ZON-76236, SUP-76310 and SDR-76250 [PRJ-75670]
4. Supporting Documentation - ZON-76236, SUP-76310 and SDR-76250 [PRJ-75670]
5. Photo(s) - ZON-76236, SUP-76310 and SDR-76250 [PRJ-75670]
6. Justification Letter - ZON-76236, SUP-76310 and SDR-76250 [PRJ-75670]
7. Support Postcard
8. Submitted after Final Agenda - Protest/Support Postcards
9. Backup Submitted at the June 25, 2019 Planning Commission Meeting



0 275 550 Feet

CASE: **ZON-76236, SUP-76310, SDR-76250 (PRJ-75670)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



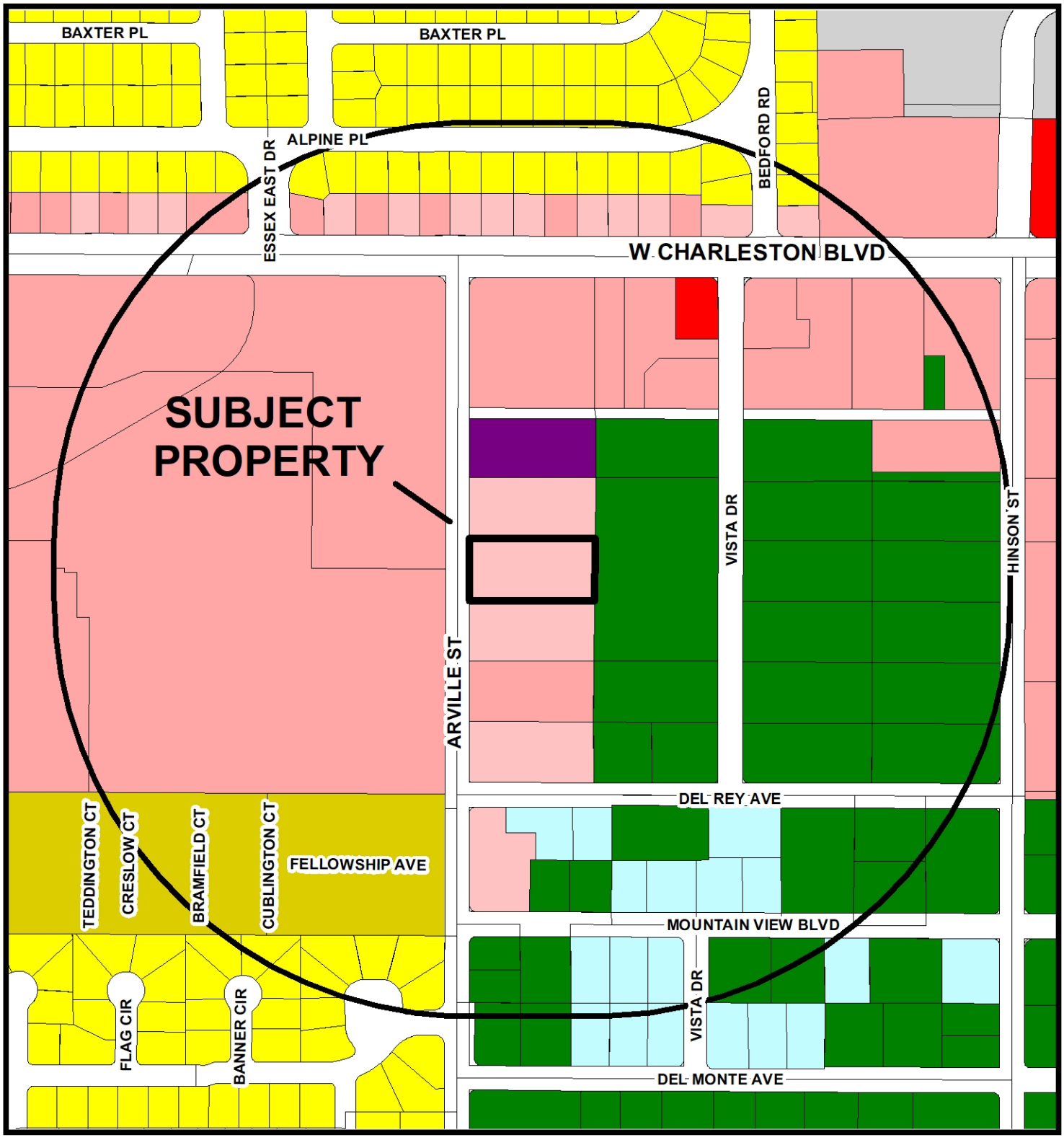
CASE: **ZON-76236, SUP-76310, SDR-76250 (PRJ-75670)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

ZON-76236



Zoning

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- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
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- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
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- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM P-R TO C-1

Subject Property

1000ft Buffer

City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, April 11, 2019

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WHEELER ARVILLE MINI STORAGE - OWNER: STEPHANIE EVANS, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
ZON-76236	Staff recommends APPROVAL.	
VAR-76237	Staff recommends DENIAL, if approved subject to conditions: ***Applicant is requesting to Withdraw Without Prejudice***	ZON-76236
SUP-76310	Staff recommends APPROVAL, if approved subject to conditions:	ZON-76236
SDR-76250	Staff recommends APPROVAL, if approved subject to conditions:	ZON-76236 SUP-76310

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED
22 - ZON-76236, VAR-76237 and SDR-76250
32 - SUP-76310

NOTICES MAILED
224 - ZON-76236 and VAR-76237 (By City Clerk)
224 - SUP-76310 (By City Clerk)
224 - SDR-76250 (By City Clerk)

PROTESTS
23 - ZON-76236 and VAR-76237
23 - SUP-76310
23 - SDR-76250

APPROVALS
1 - ZON-76236 and VAR-76237
1 - SUP-76310
1 - SDR-76250

NE

** CONDITIONS **

SUP-76310 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Mini-Storage Facility use.

2. Approval of Rezoning (ZON-76236), and approval of and conformance to the Conditions of Approval for Site Development Plan Review (SDR-76250) 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.

NE

SDR-76250 CONDITIONS

Planning

1. Approval of Rezoning (ZON-76236), and approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-76310) 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 06/05/19 except as amended by conditions herein.

4. Prior to the issuance of a building permit, approval from Republic Services for the location of the trash enclosure will be required.

5. A new decorative eight-foot tall screen wall with 20 percent contrasting material shall be constructed for the north, south and east property lines unless the applicant is able to demonstrate the existing screen wall(s) meet Title 19 requirements for an eight-foot screen wall.

6. A Waiver from Title 19.08 is hereby approved, to allow a zero-foot wide landscape buffer adjacent to a portion of the north and south property lines where eight feet is required.

7. A Waiver from Title 19.08 is hereby approved, to allow a zero-foot wide landscape buffer adjacent to portions of the east property line where eight feet is required.

8. An Exception from Title 19.08 is hereby approved, to allow five shade trees adjacent to the east property line where eight is required.

9. An Exception from Title 19.08 is hereby approved, to allow five parking lot trees where nine are required.

10. 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.

11. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

12. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, and shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:
    - One, 24-inch box tree with four, five-gallon shrubs shall be planted every 20 linear feet within the western landscape buffer adjacent to Arville Street.
    - One, 24-inch box tree with four, five-gallon shrubs shall be planted every 20 linear feet within the landscape buffers adjacent to the north and south property lines.

13. 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.

14. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

15. Remove all unused driveways and construct the new driveway to meet current City Standards. 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.

16. This site shall connect to the public sewer in Arville Street with a required manhole.

17. 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.

18. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to construct a Mini-Storage Facility at 1313 and 1333 Arville Street.

ISSUES

- The applicant is proposing to rezone the subject site from P-R (Professional Office and Parking) to C-1 (Limited Commercial). Staff supports this request.
- A Special Use Permit is requested to allow a Mini-Storage Facility use within the C-1 (Limited Commercial) zoning district. Staff supports this request.
- A Waiver to allow a zero-foot wide landscape buffer adjacent to portions of the north, south and east property line is requested. Staff supports this request.
- An Exception is requested to allow five parking lot trees where nine are required. Staff supports this request.
- An Exception is requested to allow five shade trees adjacent to the east property line where eight is required. Staff supports this request.

ANALYSIS

Rezoning

The applicant is proposing to rezone the subject site from P-R (Professional Office and Parking) to C-1 (Limited Commercial).

The P-R (Professional Office and Parking) District is intended to allow for office uses in an area which is predominantly residential but because of traffic and other factors is no longer suitable for the continuation of low density residential uses. This district is designed to be a transitional zone to allow low intensity administrative and professional offices. These uses are characterized by a low volume of direct daily client and customer contact. To decrease the impact to adjacent residential uses, single family structures should be retained or new development in the P-R (Professional Office and Parking) District should be constructed to maintain a residential character. The P-R (Professional Office and Parking) District is consistent with the Office category of the General Plan.

NE

The proposed C-1 (Limited Commercial) District is intended to provide most retail shopping and personal services, and may be appropriate for mixed use developments. This district should be located on the periphery of residential neighborhoods and should be confined to the intersections of primary and secondary thoroughfares along major retail corridors. The C-1 (Limited Commercial) District is consistent with the Service Commercial and the Neighborhood Center categories of the General Plan.

Over time, this section of Arville Street has transitioned from residential uses to office uses. The surrounding area is no longer residential in nature as the site is surrounded by office uses to the north and south, a private school to the east, and a large 50 acre shopping center to the west. The General Plan designation of the subject site is Service Commercial, which supports the proposed C-1 (Limited Commercial) zoning district; therefore, staff is recommending the approval of the rezoning request.

Special Use Permit

The 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 Minimum Special Use Permit Requirements for this use include:

1. Requirement 1: No more than one manager's security residence shall be permitted.

   This requirement is not applicable as there is no manager's residence proposed as part of the facility.

2. Requirement 2: 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.

   The proposed use meets this requirement as all storage is proposed for an enclosed building. There is no storage of recreational vehicles proposed.

3. Requirement 3: The following activities are prohibited on or from the premises of a mini-storage facility:

    a. The conducting of a business (other than the mini-storage business itself and permitted accessory uses);
    b. The retail sale of stored items;
    c. The commercial repair of motor vehicles, boats, trailers and other like vehicles;
    d. The operation of spray-painting equipment, power tools, welding equipment or other similar equipment;
    e. The production, fabrication or assembly of products.

    The proposed use meets this requirement as none of these activities are proposed, and the facility if approved, would be subject to regular inspections to ensure compliance.

4. Requirement 4: The rental of single unit trucks and small utility trailers shall be permitted as an accessory use to a mini-storage facility, provided the business is conducted out of the same office as that of the mini-storage facility. No trucks or trailers shall be displayed in public view, and the combined total of all trucks and trailers stored on site shall not exceed a ratio of 2 trucks or trailers for each 100 storage units.

    The requirement is not applicable as no truck or utility trailer rental is proposed.

5. Requirement 5: Truck and trailer storage shall be screened from streets and adjacent properties.

    The requirement is not applicable as no truck or utility trailer rental is proposed.

6. Requirement 6: When adjacent to a residential use, the exterior wall of the mini-storage shall be constructed of decorative block.

    The subject site is not adjacent to a residential use and this requirement is not applicable.

The proposed land use meets the minimum Special Use Permit requirements and is capable of being operated in a manner that is harmonious with the surrounding properties; therefore, staff is recommending approval of the Special Use Permit.

Site Development Plan Review

The applicant is proposing to re-develop the subject site with two, three-story Mini-Storage facilities containing a total of 287 storage units. The northern structure (Building "B") consists of 27,150 square feet, with the southern structure (Building "A") containing 25,050 square feet. The construction materials consists of split face and smooth concrete masonry units, or CMU, and metal panels and doors. The color scheme demonstrates a neutral palette with colors such as "driftwood" and "zinc gray," with the metal doors painted "royal blue."

Building "B" west elevation depicts the storefront with a double door clear glass entry flanked by windows and four windows above. The south elevation contains four windows at the far east end of the building. The east (rear) and north elevations contains any "royal blue" roll-up garage type doorways and a standard doorway on the first floor are depicted.

Building "A" is similar in nature with the west elevation providing windows on the second and third floor with standard doorways on the first floor. The east elevation is the rear of the building with standard "royal blue" doorways on the first floor, and the south elevation depicting more "royal blue" garage type roll-up doors on the first floor. The north elevation depicts 12 windows stacked on the second and third floors on the far west end of the structure.

The structures themselves are three stories, 38.5 feet tall. The proposed building elevations contain metal paneling in addition to the roll-up doors and windows to provide visual breaks in the facades. In order to buffer the three-story structures, the applicant has proposed to landscape the entire 10-foot side yard setback. Staff has added a condition to plant trees every 20 linear feet within the landscape buffer areas. The applicant will need to coordinate with staff to determine the best tree species for the side yard buffer areas.

Order to accommodate the necessary turn-around radii for vehicular traffic on-site, the applicant is requesting a Waiver to allow a zero-foot landscape buffer adjacent to portions of the north, south, and east property lines where eight feet is required. The portions of the landscape buffer that are void of landscaping are adjacent to parking and drive isles and will not negatively impact neighboring properties. In addition, the applicant is proposing to install 8-foot by 10-foot planters in between parking stalls adjacent to the east property line where a continuous eight-foot wide landscape buffer is required with a landscape island for every six parking spaces. A six-foot screen wall is required for the east property line and the tree planters achieve the goal of providing shade for parked vehicles that is normally accomplished with the landscape island. Since the neighboring properties to the north, south, and east are screened from the subject site by a screen wall, and the landscape buffer areas that are proposed achieve the goal of buffering the structure and parking lot areas from neighboring properties and the right-of-way, staff supports the request and is recommending approval of the Site Development Plan Review with conditions.

FINDINGS (ZON-76236)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The General Plan designation of the subject site is Service Commercial. The proposed C-1 (Limited Commercial) zoning district conforms to the Service Commercial designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed C-1 (Limited Commercial) zoning district allows uses such as general retail, personal service type uses such as hair and nail salons, and business schools. These land uses are compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Development factors in the area demonstrate land uses evolving to retail shopping and personal services which are supported by the proposed C-1 (Limited Commercial) zoning district.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Arville Street is a 60-foot wide right-of-way adequate in size to meet the requirements of the proposed C-1 (Limited Commercial) zoning district.

FINDINGS (SUP-76310)

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 can be conducted in a manner that is harmonious and compatible with the existing surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suited for the type of use proposed as the immediate area has evolved to include large-scale retailers and an existing storage facility north of the subject site.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Street facilities are adequate in size to meet the requirements for the proposed use.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The Community Design Element of the General Plan states,

   > "*an infill site is typically found within a downtown area or a suburb surrounded by development, with easy access to or already existing infrastructure. Redevelopment refers to improving already developed properties…. Redeveloping properties within a community improves the aesthetics of the area, and creates a more cohesive built environment*."

   The proposed development redevelops a stagnant site and creates a cohesive built environment and is consistent with the objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Mini-Storage Facility use meets all applicable conditions per Title 19.12.

FINDINGS (SDR-76250)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is compatible with development in the area, as it is surrounded by single and two-story development, which includes large scale retail structures to the west.

NE

2. The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;

With the exception of the landscape buffer Waivers requested, the proposed development meets the development standards set forth by Title 19.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Site access and circulation does not negatively impact neighborhood traffic or adjacent roadways.

4. Building and landscape materials are appropriate for the area and for the City;

The proposed building materials include smooth and split face concrete masonry units (CMU) and metal paneling, which are appropriate for the area. The landscape plan demonstrates four different species of trees, but only one species is utilized on the landscape plan, the 'Shoestring Acacia.' The 'Shoestring Acacia' is an appropriate tree for the area and the City.

5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The proposed building elevations are not obnoxious in appearance or unsightly and will create an orderly environment. A combination of screen walls and landscape materials will aid in buffering the proposed three-story structure from the neighboring properties and is able to be harmonious with development in the area.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

If approved, the proposed development is subject to building permit reviews and regular inspections during construction to ensure the public health, safety and general welfare is protected.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
09/15/99	The City Council approved a request for a Rezoning (Z-0045-99) from R-E (Residence Estates) to P-R (Professional Office and Parking) for a proposed 2,337 square-foot office at 1333 Arville Street. The Planning Commission recommended approval.
05/28/19	The Planning Commission approved a request for an abeyance of Rezoning (ZON-76236), Variance (VAR- 76237), Special Use Permit (SUP-76310) and Site Development Plan Review (SDR-76250) to the June 25, 2019 Planning Commission meeting.
06/25/19	The Planning Commission unanimously voted to recommend APPROVAL on the following requests: • Rezoning (ZON-76236) FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) • Special Use Permit (SUP-76310) FOR A PROPOSED MINI-STORAGE FACILITY USE • Site Development Plan Review (SDR-76250) FOR A PROPOSED THREE-STORY, 292-UNIT MINI-STORAGE FACILITY CONSISTING OF TWO BUILDINGS FOR A TOTAL OF 57,900 SQUARE FEET WITH WAIVERS TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ADJACENT TO THE NORTH AND SOUTH PROPERTY LINE, AND A ZERO-FOOT LANDSCAPE BUFFER ADJACENT TO PORTIONS OF THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 1.04 acres at 1333 Arville Street (APN 162-06-510-016), P-R (Professional Office and Parking) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 1 [PRJ-75670].
06/25/19	The Planning Commission accepted the applicant's request to withdraw without prejudice a request for a Variance (VAR-76237) TO ALLOW A FOUR-FOOT SIDE YARD SETBACK ADJACENT TO THE NORTH AND SOUTH PROPERTY LINES WHERE 10 FEET IS REQUIRED on 1.04 acres at 1333 Arville Street (APN 162-06-510-016), P-R (Professional Office and Parking) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 1 [PRJ-75670].

Most Recent Change of Ownership	
09/30/02	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
Pre 1990	A business license (I14-00087) was issued for an insurance firm at 1333 Arville Street. The license is active as of 04/18/19.

NE

Related Building Permits/Business Licenses	
10/08/96	A business license (C25-01589) was issued for a contractor at 1313 Arville Street. The license is active as of 04/18/19.
06/28/00	A business license (S08-00306) was issued for an insurance firm at 1313 Arville Street. The license is active as of 04/18/19.
10/29/03	A business license (I14-00121) was issued for an insurance firm at 1313 Arville Street. The license is active as of 04/18/19.
08/16/17	A business license (G65-05767) was issued for an insurance firm at 1333 Arville Street. The license is active as of 04/18/19.

Pre-Application Meeting	
01/28/19	Staff conducted a pre-application meeting where the submittal requirements for the proposed project were discussed.

Neighborhood Meeting
A Neighborhood meeting was not required, nor was one held.

Field Check	
04/13/19	Staff observed the subject site during a routine field check. Nothing of concern was noted by staff.

Details of Application Request	
Site Area	
Net Acres	1.04

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Office, Other Than Listed	SC (Service Commercial)	P-R (Professional Office and Parking)
North	Religious Facility	SC (Service Commercial)	P-R (Professional Office and Parking)
South	Office, Other Than Listed	SC (Service Commercial)	P-R (Professional Office and Parking)
East	Private School, Primary	R (Rural Density Residential)	R-E (Residence Estates)
West	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)

NE

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
RP-O (Rural Preservation Overlay) 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 (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Width	100 Feet	151 Feet	Y
Min. Setbacks			
• Front	10 Feet	50 Feet	Y
• Side	10 Feet	10 Feet	Y
• Corner	10 Feet	N/A	N/A
• Rear	20 Feet	38 Feet	Y

Standard	***Required/Allowed***	***Provided***	***Compliance***
Max. Lot Coverage	50 %	38 %	Y
Max. Building Height	Building heights may be affected by the Residential Adjacency Standards.	39 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	By Condition	
Mech. Equipment	Screened	By Condition	

NE

Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	10 Trees	By Condition	Y
• South	1 Tree / 20 Linear Feet	10 Trees	By Condition	Y
• East	1 Tree / 20 Linear Feet	6 Trees	5 Trees	N*
• West	1 Tree / 20 Linear Feet	5 Trees	5 Trees	Y
TOTAL PERIMETER TREES		**31 Trees**	**30 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	9 Trees	5 Trees	N*
Landscaping and Open Space Standards				
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		Zero Feet	N*
• South	8 Feet		Zero Feet	N*
• East	8 Feet		Zero Feet	N*
• West	15 Feet		15 Feet	Y

**The applicant is requesting a Waiver to allow portions of the north, south and east landscape buffers to be reduced to zero feet in width. Staff supports this request.*

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Arville Street	Local Street	Title 13	58	N*

**Half-street improvements, including sidewalk will be required if approved.*

NE

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Mini-Storage Facility	287 Units	One space per 50 storage units, spread throughout the development,	6				
		Plus a minimum of 5 spaces on the exterior side of the security fence for customers.	5				
TOTAL SPACES REQUIRED			11		12		Y
Regular and Handicap Spaces Required			10	1	11	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
An eight-foot wide landscape buffer adjacent to interior lot lines.	To allow a zero-foot wide landscape buffer adjacent to portions of the north, south and east property lines.	Approval

Exceptions		
Requirement	***Request***	***Staff Recommendation***
One tree shall be planted for every six uncovered parking spaces. Each landscape island shall have at least one shade tree.	To allow five parking lot trees where nine are required.	Approval
One, 24-inch box shade tree planted every 20 linear feet within the landscape buffer adjacent to the east property line (eight required shade trees).	To allow a 24-inch box shade tree every 35 feet (five trees provided).	Approval

NE

Department of Public Works Traffic Study

Proposed Mini-Storage Facility Replacing an Existing Office				
Proposed Use	**Description**	**Unit(s)**	**Rate /Unit**	**Total**
Average Daily Traffic (ADT)	Mini-Warehouse [1000SF]	63.9	1.51	96
AM Peak Hour			0.10	6
PM Peak Hour			0.17	11
Existing Use	**Description**	**Unit(s)**	**Rate /Unit**	**Total**
Average Daily Traffic (ADT)	General Office Building [1000SF]	5.229	9.74	51
AM Peak Hour			1.16	6
PM Peak Hour			1.15	6
Net Change	**Description**	**Unit(s)**	**Rate /Unit**	**Total**
Average Daily Traffic (ADT)	Mini-Warehouse [1000SF]	58.671	1.51	46
AM Peak Hour			0.10	0
PM Peak Hour			0.17	5
Existing Traffic on Nearby Streets				
Arville Street				
Average Daily Traffic (ADT)			4,565	
PM Peak Hour (Heaviest 60 Minutes)			365	
Charleston Boulevard				
Average Daily Traffic (ADT)			35,649	
PM Peak Hour (heaviest 60 minutes)			275	
Traffic Capacity of Adjacent Streets:				
Adjacent Street ADT Capacity				
Arville Street			16,380	
Charleston Boulevard			50,900	
Summary				
This project will add approximately 46 trips per day on Arville Street and Charleston Boulevard. Currently, Arville Street is at approximately 28 percent of capacity and Charleston Boulevard is at approximately 70 percent of capacity. With this project, these capacities are expected to remain the same.				
Based on Peak Hour use, this development will add into the area roughly 5 additional cars, or about one every twelve minutes.				

Print Form

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) _____

Project Address (Location) 1333 Arville Street

Project Name Wheeler Arville Mini-Storage Facility **Proposed Use** _____

Assessor's Parcel #(s) 162-06-510-016 **Ward #** 1 - Tarkanlan

General Plan: Existing _____ Proposed _____ **Zoning:** Existing P-R Proposed _____

Additional Information _____

Property Owner Stephanie Evans and John C & Stephanie Evans Family Trust **Contact** John Evans

Address 1313 Arville Street City Las Vegas State NV Zip 89102

E-mail mcwardlv@aol.com Phone _____

Applicant Wheeler Arville Mini Storage **Contact** Thomas J. Wheeler, Jr.

Address PO Box 80987 City Las Vegas State NV Zip 89180

E-mail tom@lvagency.com Phone _____

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 John C. Evans

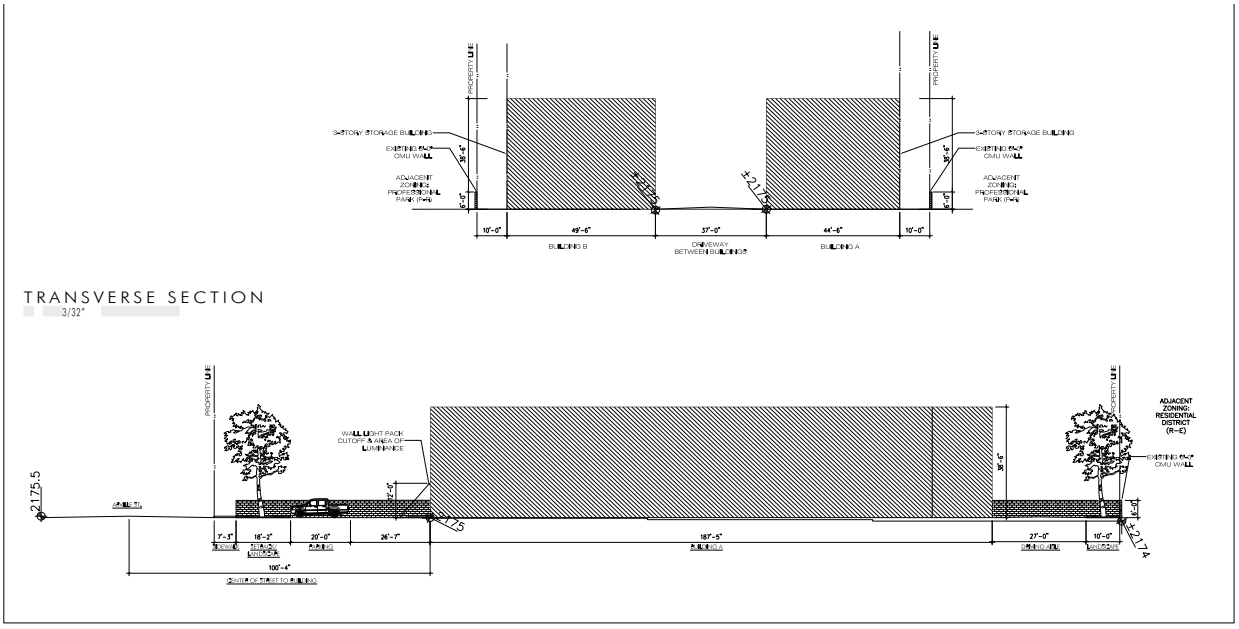
Subscribed and sworn before me

This 9th day of April, 20 2019

Notary Public in and for said County and State

TOMMY S. REED
Notary Public State of Nevada
No. 10-2489-1
My appt. exp. Apr. 4, 2020

ERJ-75670
04/09/19



TRANSVERSE SECTION

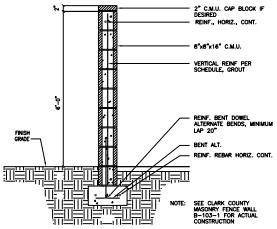
3/32"

LONGITUDINAL SECTION

3/32"



LIGHTING SPEC.



EXISTING PERIMETER WALL (TO REMAIN) DETAIL

16"

WHEELER ARVILLE MINI STORAGE

ZONING PACKAGE

DATE: 06.3.2019 SHEET: 6 OF 8 SH PROJECT NO.: 180155

SH ARCHITECTURE
7250 Peak Drive Suite 216 Las Vegas Nevada 89128
office 702.363.2222 www.sh-architecture.com

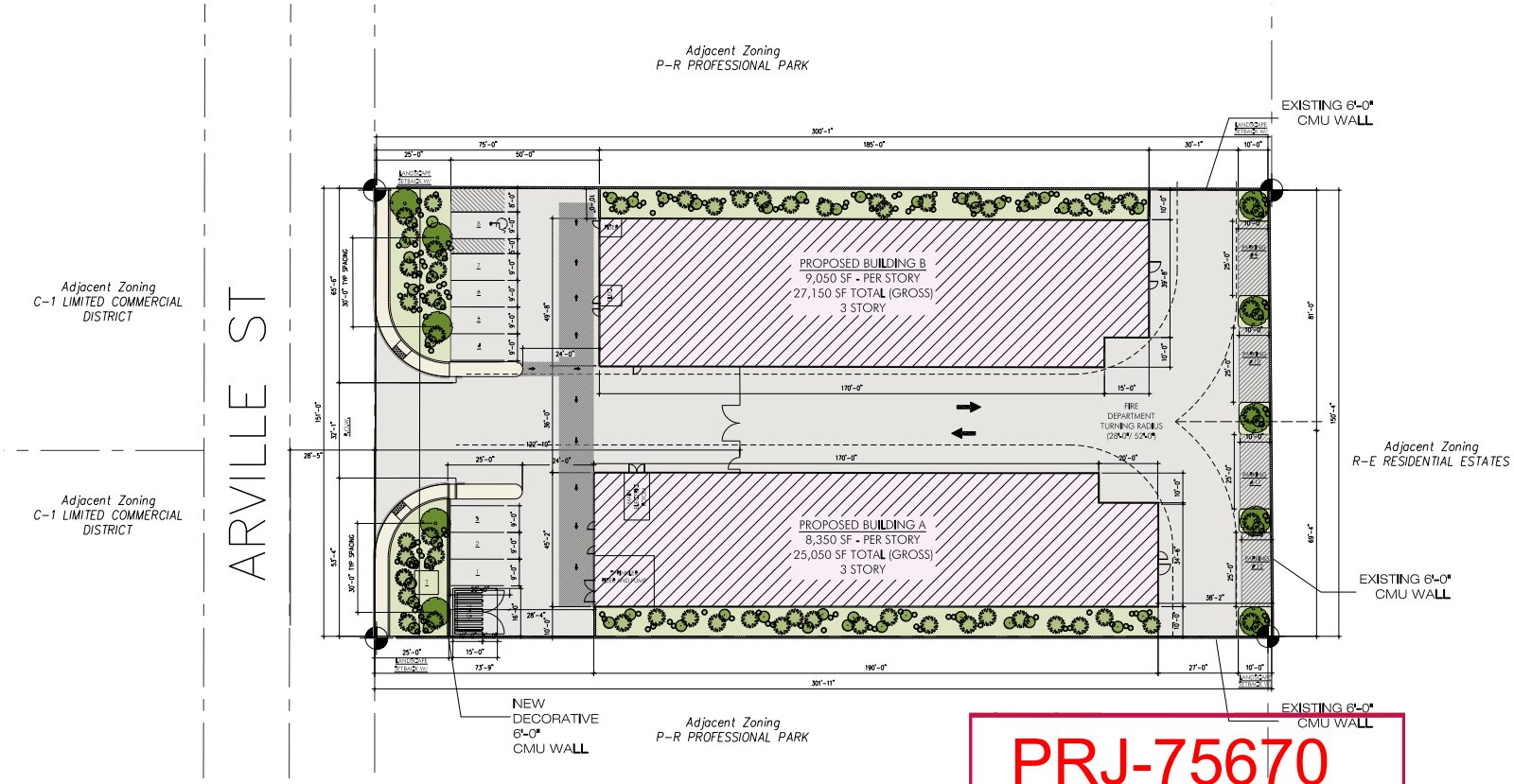
PRJ-75670
06/05/19

LANDSCAPE LEGEND

TYPE	BOTANICAL NAME (COMMON NAME)
	ACACIA STENOPHYLLA (SHOESTRING ACACIA)
	PARKINSONIA FLORIDA (BLUE PALO VERDE)
	CHITALPA TASHKENTENSIS (CHITALPA)
	PINUS ELDARICA (MONDEL PINE)
	(ASSORTED TYPICAL SHRUBS & GROUND COVER)
	PEDESTRAIN PATHWAY

SITE DATA

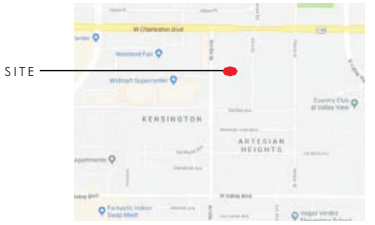
APN:	162-06-510-016
ADDRESS:	1333 ARVILLE ST LAS VEGAS 89102
LOT SIZE:	1.04 ACRES (45,302 SF)
SITE COVERAGE: (60% MAX.)	38%
BUILDING A (3 STORY)	
GROUND FLOOR	8,350 SF
SECOND FLOOR	8,350 SF
THIRD FLOOR	8,350 SF
TOTAL AREA	25,050 SF
BUILDING B (3 STORY)	
GROUND FLOOR	9,050 SF
SECOND FLOOR	9,050 SF
THIRD FLOOR	9,050 SF
TOTAL AREA	27,150 SF
GRAND TOTAL AREA	52,200 SF
PARKING: * 1 SPACE PER 50 UNITS	11 SPACES
PROVIDED	12 SPACES
	11 SPACES 1 ADA (INCLUDED IN TOTAL)
ZONING:	PROFESSIONAL OFFICES AND PARKING (P-R)
PROPOSED ZONING:	C-1
REQUIRED SETBACKS:	10'-0" FT (FRONT) 10'-0" FT (INTERIOR SIDE) 10'-0" FT (INTERIOR SIDE) 10'-0" FT (REAR)
PROPOSED SETBACKS:	10'-0" FT (FRONT) 4'-6" FT (INTERIOR SIDE) 4'-6" FT (INTERIOR SIDE) 10'-0" FT (REAR)
BUILDING HEIGHT:	38'-6" FT *19.08.12.d NOT PART OF *NEIGHBORHOOD REVITALIZATION AREA
TOTAL STORAGE UNITS:	287 STORAGE UNITS
HOURS OF OPERATION	9 A.M. TO 8 P.M. W/ 24 HOUR AUTHORIZE ACCESS ONLY
LANDSCAPE: REQUIRED:	20'-0" FT (FRONT) 8'-0" FT (INTERIOR SIDE) 8'-0" FT (INTERIOR SIDE) 8'-0" FT (REAR)
PROVIDED:	20'-0" FT (FRONT) 10'-0" FT (INTERIOR SIDE) 10'-0" FT (INTERIOR SIDE) 10'-0" FT (REAR)



SITE PLAN & LANDSCAPE PLAN

1'-0" = 1/16" NORTH

PRJ-75670
06/05/19



VICINITY MAP NTS NORTH

ALL BUILDING AREAS, LAND COVERAGE AND PARKING TABULATIONS ARE PRELIMINARY AND SUBJECT TO CHANGE. ANY PROPOSED DEVELOPMENT IS SUBJECT TO CONDITIONS OF LOCAL GOVERNMENTAL AGENCIES.

THESE PLANS WERE PREPARED BASED ON LIMITED SITE CIVIL OR SURVEY INFORMATION.

SH ARCHITECTURE MAKES NO IMPLIED WARRANTY OR GUARANTEE AS TO THE ACCURACY OF INFORMATION OR DEVELOPMENT RESTRICTIONS INDENTIFIED OR NOT INDENTIFIED.

THE OWNER/ CIVIL ENGINEER SHALL VERIFY LOCAL LIMITATIONS, UTILITY LOCATIONS, GRADES, RIGHT-OF-WAY, RESTRICTIONS, EASEMENTS, ENCROACHMENTS, ZONING, DEED RESTRICTIONS, BOUNDARIES AND NECESSARY DATA.

WHEELER ARVILLE MINI STORAGE

ZONING PACKAGE

DATE: 06.3.2019 SHEET: 1 OF 8 SH PROJECT NO.: 180155

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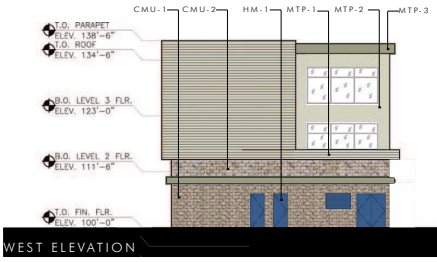
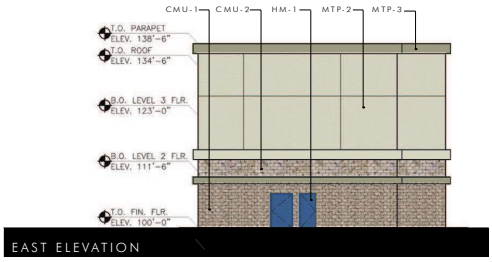
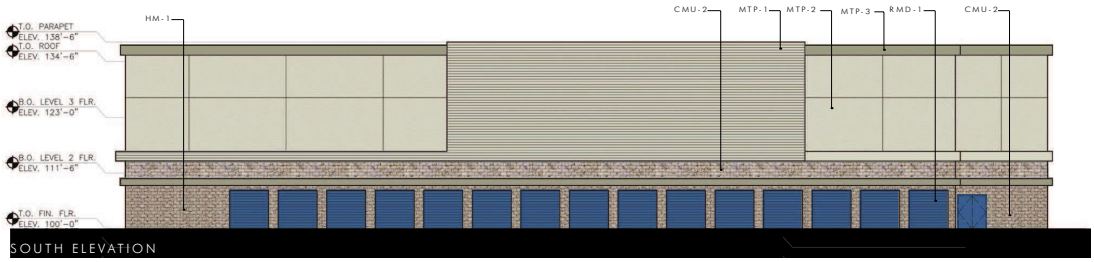


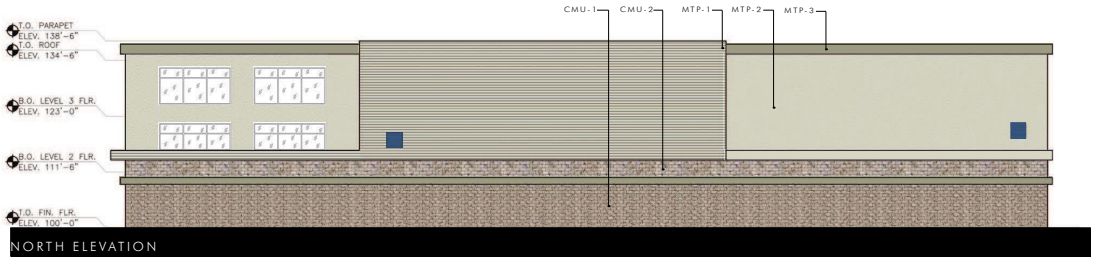
WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

BUILDING A EXTERIOR ELEVATIONS

32'

ELEVATION DATA

BUILDING HEIGHT:
PROVIDED 38'-6"

EXTERIOR MATERIALS:
CMU-1:
(ECHELON MASONRY SMOOTH FACE - GREY

CMU-2:
(ECHELON MASONRY SPLIT FACE - GREY

MTP-1:
(KINGSPAN- KYNAR METAL PANEL)
DRIFTWOOD

MTP-2:
(KINGSPAN- KYNAR METAL PANEL)
DRIFTWOOD

MTP-3:
(KINGSPAN- KYNAR METAL PANEL)
ZINC GRAY

DOOR MATERIAL
HM-1:
(JANUS INTERNATIONAL)
COLOR: ROYAL BLUE
HOLLOW METAL DOOR

RMD-1:
(JANUS INTERNATIONAL)
COLOR: ROYAL BLUE
ROLLING METAL DOOR

EXTERIOR SIGNAGE: PROVIDED BY OTHERS

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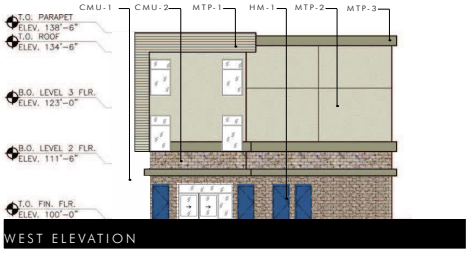
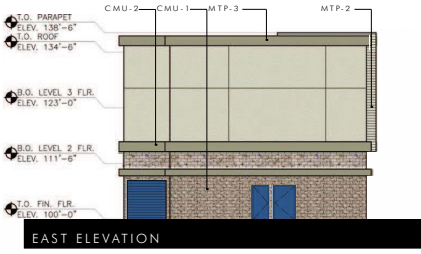
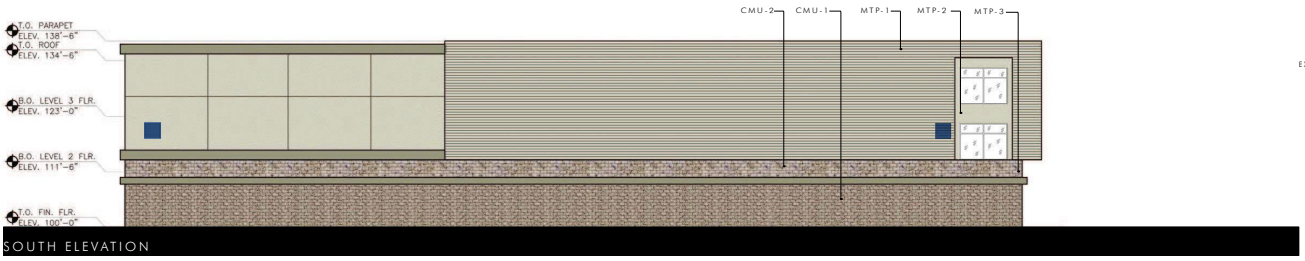
PRJ-75670
06/05/19



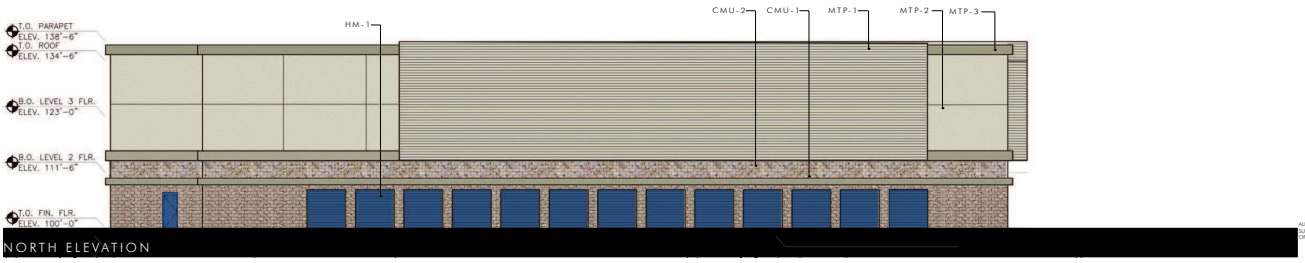
WEST ELEVATION



EAST ELEVATION



SOUTH ELEVATION



NORTH ELEVATION

ELEVATION DATA

BUILDING HEIGHT:
PROVIDED 38'-6"

EXTERIOR MATERIALS:
CMU-1:
(ECHELON MASONRY SMOOTH FACE - GREY

CMU-2:
(ECHELON MASONRY SPLIT FACE - GREY

MTP-1:
(KINGSPAN- KYNAR METAL PANEL)
DRIFTWOOD

MTP-2:
(KINGSPAN- KYNAR METAL PANEL)
DRIFTWOOD

MTP-3:
(KINGSPAN- KYNAR METAL PANEL)
ZINC GRAY

DOOR MATERIAL
HM-1:
(JANUS INTERNATIONAL)
COLOR: ROYAL BLUE
HOLLOW METAL DOOR

RMD-1:
(JANUS INTERNATIONAL)
COLOR: ROYAL BLUE
ROLLING METAL DOOR

EXTERIOR SIGNAGE: PROVIDED BY OTHERS

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BUILDING B EXTERIOR ELEVATIONS

32'

WHEELER ARVILLE MINI STORAGE

ZONING PACKAGE

DATE: 06.3.2019 SHEET: 5 OF 8 SH PROJECT NO.: 180155

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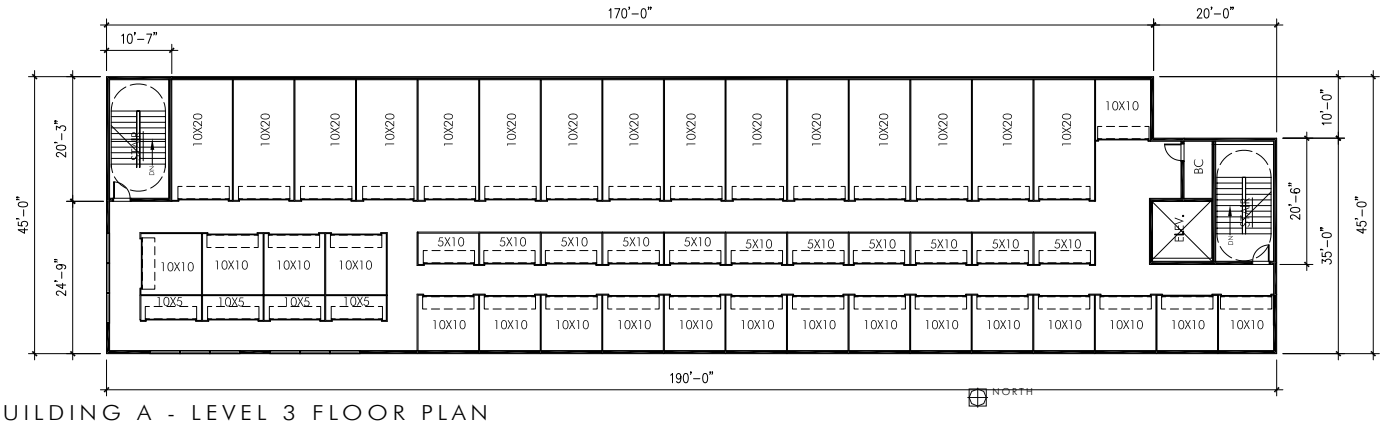
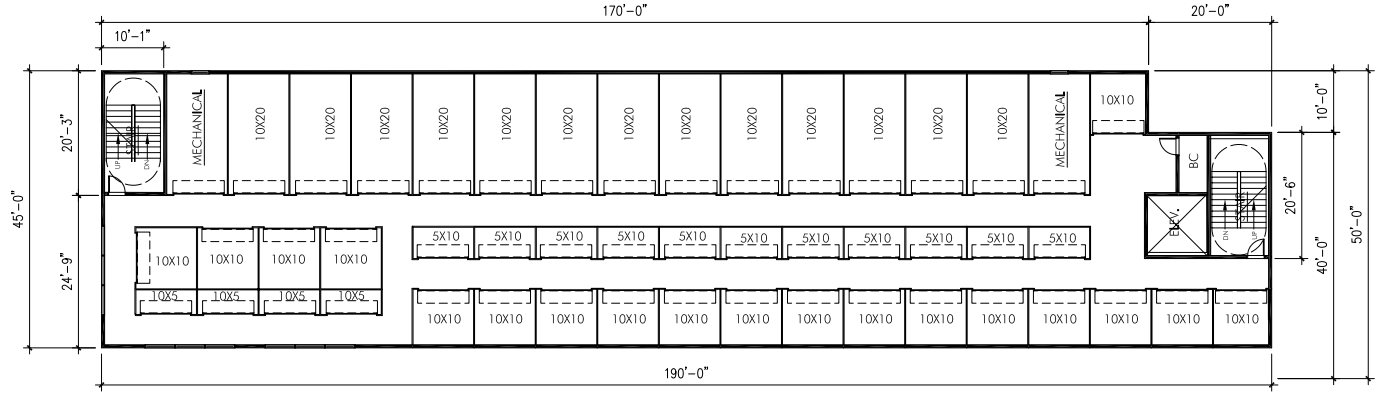
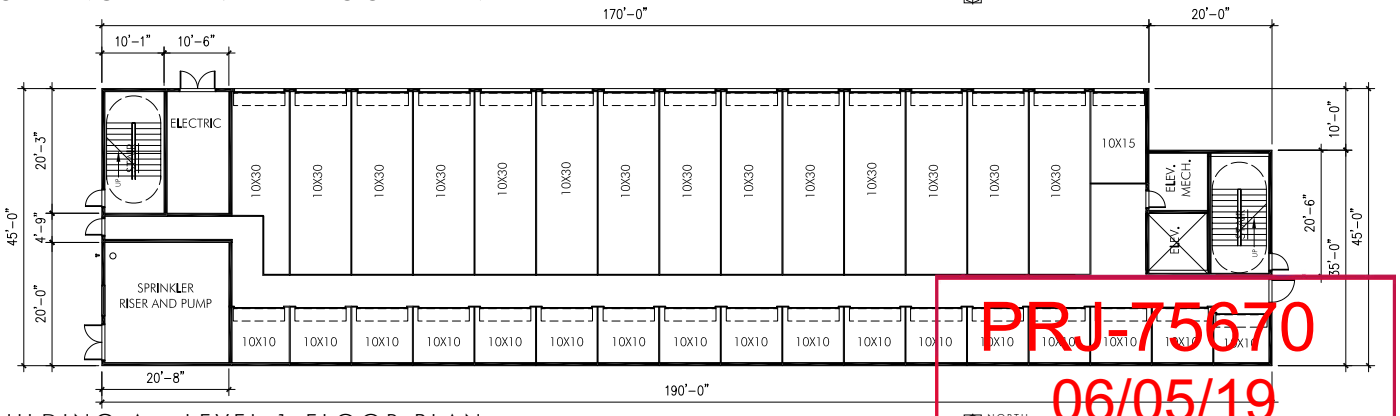
PRJ-75670
06/05/19



BUILDING A - LEVEL 3 FLOOR PLAN



BUILDING A - LEVEL 2 FLOOR PLAN



BUILDING A - LEVEL 1 FLOOR PLAN

FLOOR PLANS

32'

STORAGE UNIT MIX

UNIT TABULATION (BUILDING A FLOORS 1, 2 AND 3)		
TYPE	SIZE (FEET)	TOTAL
A	5X5	–
B	10X5	30
C	10X10	55
D	10X15	1
E	10X20	29
F	10X25	–
G	10X30	14
TOTAL UNIT		129

PRJ-75670
06/05/19

WHEELER ARVILLE MINI STORAGE

ZONING PACKAGE

DATE: 06.3.2019 SHEET: 2 OF 8 SH PROJECT NO.: 180155

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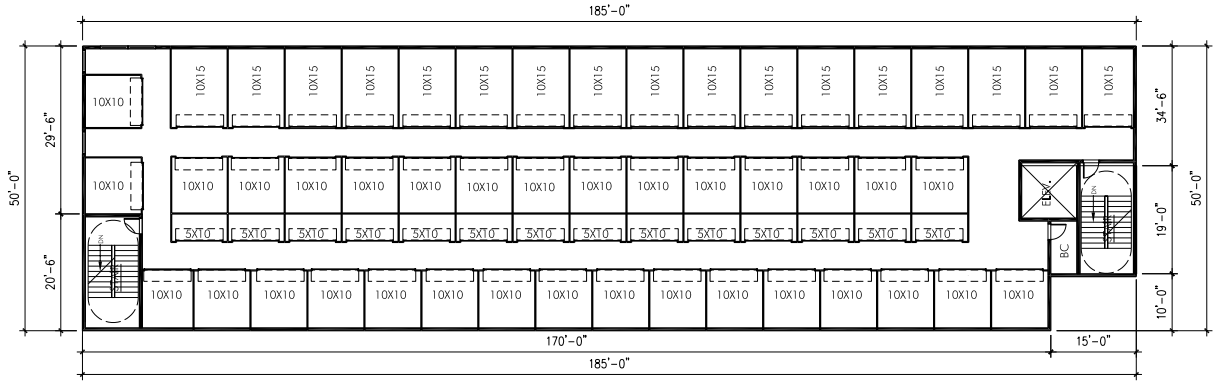
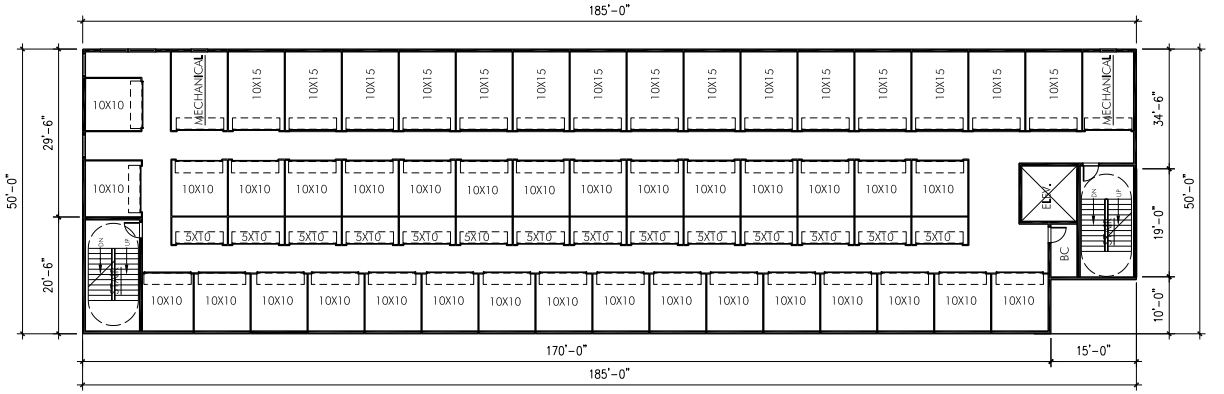
7250 Peak Drive Suite 216 Las Vegas Nevada 89128
office 702.363.2222 www.sh-architecture.com



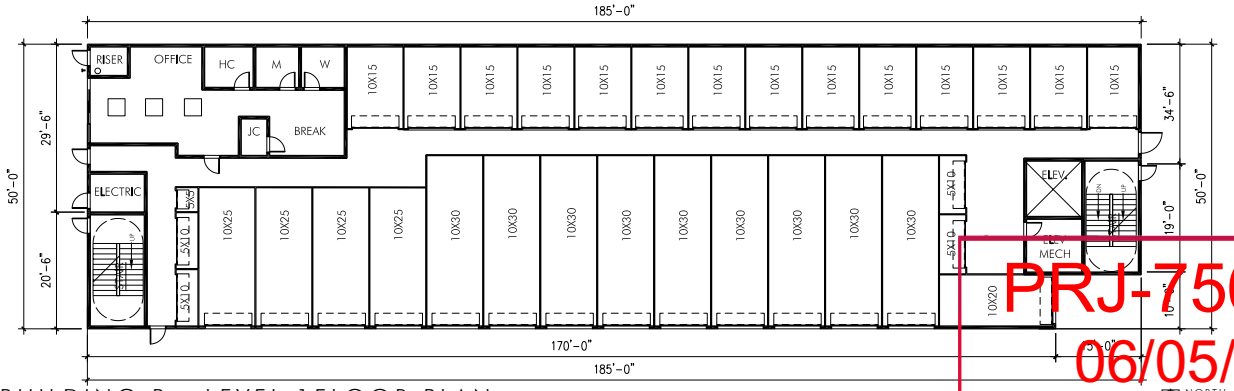
BUILDING B - LEVEL 3 FLOOR PLAN

NORTH



BUILDING B - LEVEL 2 FLOOR PLAN

NORTH



BUILDING B - LEVEL 1FLOOR PLAN

FLOOR PLANS

32'

PRJ-75670

06/05/19

STORAGE UNIT MIX

UNIT TABULATION
(BUILDING B
FLOORS 1, 2 AND 3)

TYPE	SIZE (FEET)	TOTAL
A	5X5	1
B	10X5	32
C	10X10	64
D	10X15	47
E	10X20	1
F	10X25	4
G	10X30	9
TOTAL UNIT		158

WHEELER ARVILLE MINI STORAGE

ZONING PACKAGE

DATE: 06.3.2019 SHEET: 3 OF 8 SH PROJECT NO.: 180155

SH ARCHITECTURE
7250 Peak Drive Suite 216 Las Vegas Nevada 89128
office 702.363.2222 www.sh-architecture.com

HM-1 (HOLLOW METAL DOORS)
JANUS INTERNATION: ROYAL BLUE



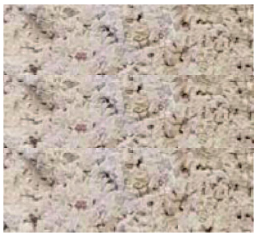
RMD-1 (ROLLING METAL DOORS)
JANUS INTERNATION: ROYAL BLUE



CMU-1 (ECHELON MASONRY)
SMOOTH FACE - GREY



CMU-2 (ECHELON MASONRY)
SPLIT FACE - GREY



MTP-1 (METAL PANEL)
KINGSPAN - DRIFTWOOD

MTP-2 (METAL PANEL)
KINGSPAN - DRIFTWOOD

MTP-3 (METAL PANEL)
KINGSPAN - ZINCC GREY



EXTERIOR MATERIALS

SH ARCHITECTURE
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PRJ-75670
06/05/19



ZON-76236 [PRJ-75670] - REZONING RELATED TO SUP-76310 AND SDR-76250 - APPLICANT: WHEELER ARVILLE MINI STORAGE - OWNER: STEPHANIE EVANS, ET AL
1333 ARVILLE STREET

04/15/19

City



ZON-76236 [PRJ-75670] - REZONING RELATED TO SUP-76310 AND SDR-76250 - APPLICANT: WHEELER ARVILLE MINI STORAGE - OWNER: STEPHANIE EVANS, ET AL
1333 ARVILLE STREET

04/15/19

City

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
ajc@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 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

May 7, 2019

COMPREHENSIVE PLANNING DEPARTMENT
333 N. Rancho Drive
Third Floor
Las Vegas, Nevada 89106

Re: Justification Letter – Zone Change
Mini-Storage Facility – 1333 Arville Street
APN: 162-06-510-016

To Whom It May Concern:

This firm represents the Applicants in the above referenced matter. The proposed project is located on approximately 1.04 acres at 1333 Arville Street (the "Property"). The Property is more particularly described as Assessor's Parcel Number 162-06-510-016. The Property is zoned Professional Offices and Parking (P-R). The Applicant is requesting a zone change from P-R to C-1 and a special use permit to allow for a proposed mini-storage facility.

1. Zone Change and Special Use Permit

Mini-storage facilities are permitted in C-1 zoned districts upon the approval of a special use permit. The Property is adjacent to an existing school to the east, existing office complexes to the north and south, and existing C-1 developments to the west across Arville Street. The area is trending toward changes to C-1 development along the Arville corridor. To the south of the Property approximately one block away is an existing R-PD12 multi-family development.

The location of this property is ideal for a mini-storage facility. Multi-family residential developments take advantage of mini-storage facilities as they general do not have adequate storage for residents. Additionally, a mini-storage facility is far less intense when it comes to traffic than an office complex. Therefore, re-zoning the Property to allow for the mini-storage facility would be less impactful to the existing school to the east than if the Property were to develop out as office.

PRJ-75670
05/07/19

Currently, there is a single family residential home located on the Property. This would be demolished and replaced with the proposed mini-storage facility.

2. Design Review

The proposed mini-storage would front onto Arville Street and include two (2), three (3) story buildings at a total of 57,900 square feet and 292 units. The maximum height of the building would be 38 feet and 6 inches. The building would consist of decorative brick, wood and metal paneling, large decorative windows, and a flat roof to minimize impacts to the surrounding neighborhoods. Hours of operation would be from 9:00am to 8:00pm, with authorized 24 hour access to tenants. There would be a total of 6 parking spaces where 6 are required.

3. Variance

Finally, the Applicant is requesting a variance to reduce the minimum side setbacks and side landscaping. However, because there are existing office developments to both the north and south, the reduced landscaping and setbacks will not negatively impact the adjacent neighbors as mini-storage facilities tend to bring less traffic and the need for buffering.

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

Anthony J. Celeste

PRJ-75670
05/07/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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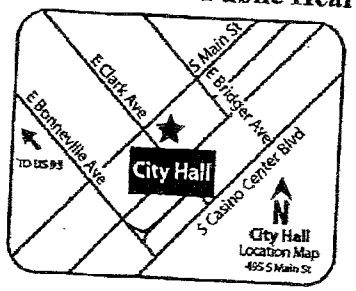
2019 JUL 29 A 10:21



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76236 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206510015
GRAHAM S & D PROPERTIES L L C
8175 W PEBBLE RD
LAS VEGAS NV 89113

107 FRDFNP1 89113

page 2 Jan 01 2000 12:24AM Scott R Graham -MXR 702-259-1090

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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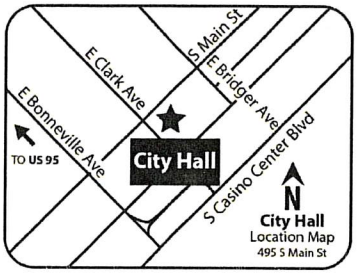

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Please use available blank space on card for your comments.

ZON-76236 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206610014
HUFFMAN TONY L
4350 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102

89 FRDFNP1 89102

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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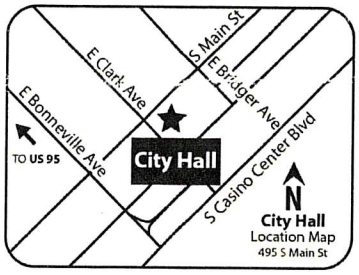

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-76236 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
13931411030
MICHALSKI JOHN LEO TRUST
MICHALSKI JOHN LEO TRS
4219 ALPINE PL
LAS VEGAS NV 89107-4207

Mountain is a busy street and with this would cause heavy traffic.

Submitted after final agenda

97 FRDFNP1 89107

Date 8/1/19 Item 82

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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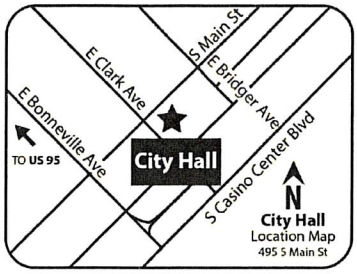

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-76236 [PRJ-75670]

City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206217019
GOLZ GREGORY T & JANICE M
3228 25TH ST
ROCK ISLAND IL 61201

2 FRDFNP1 61201

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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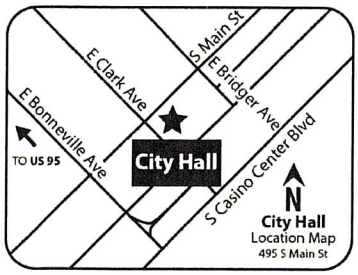

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-76236 [PRJ-75670]

City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206510014
1401 ARVILLE HOLDINGS L L C
1130 SHARON RD
LAS VEGAS NV 89106

Submitted after final agenda

Item 82

87 FRDFNP1 89106

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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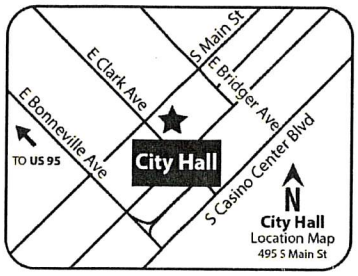

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-76236 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206217039
WRIGHT WAYNE A & DORIS L FAM TR
WRIGHT WAYNE A & DORIS L TRS
1464 TEDDINGTON CT #101
LAS VEGAS NV 89102

89 FRDFNP1 89102

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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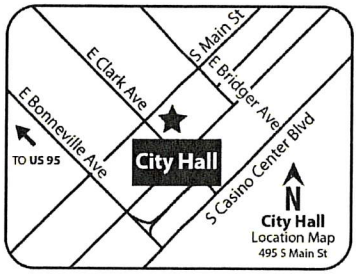

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-76236 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206510036
MCGRATH THOMAS & ELIZABETH TRUST
MCGRATH THOMAS J & ELIZABETH J T
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

97 FRDFNP1 89146

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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ZON-76236 [PRJ-75670]

City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206217027
MOULTON DEBRA K
1472 BLISWORTH CT #101
LAS VEGAS NV 89102-1404

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2019 AUG -5 A 11:10

89 FRDFNP1 89102

ty of Las Vegas
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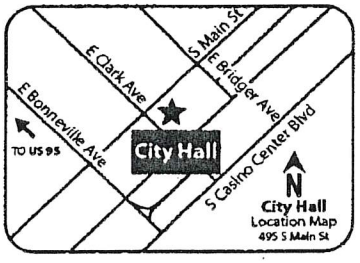

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

ease use available blank space on card for your comments.

)N-76236 [PRJ-75670]

ty Council Meeting of **AUGUST 7, 2019** too much traffic already
& ft – no zero foot!

PRJ-75670
16206216108
MASON VERA L LIVING TRUST
MASON VERA L TRS
1469 PADBURY CT #4
LAS VEGAS NV 89102-1572

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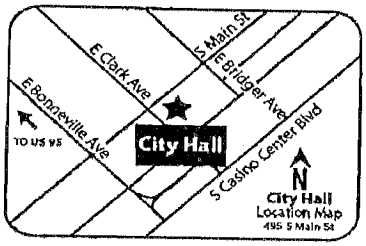

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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CON-76236 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206610036
LUI WILLIAM & JEAN
10231 PIMLICO DR
CYPRESS CA 90630

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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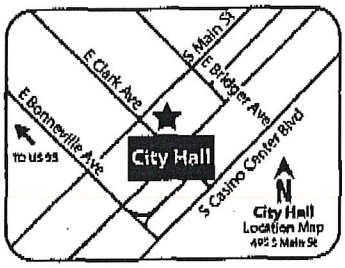

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MAY 23 2019
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510034
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

89 DRDFNP1 89102

37-38P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510039
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102

37-38P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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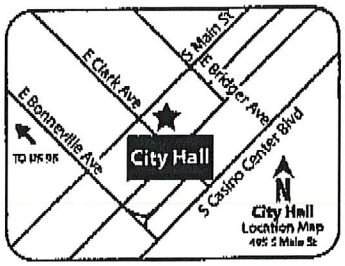

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206216107
CHABAD SOUTHERN NEVADA INC
%Y HARLIG
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

89 ORDEMP1 89102

37-38P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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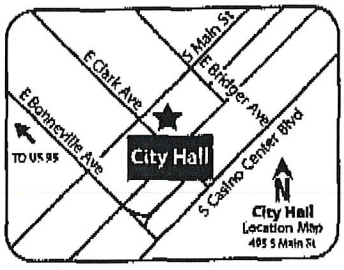

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City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76236 and VAR-76237 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510011
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

89 DROPMP1 89102

37-38P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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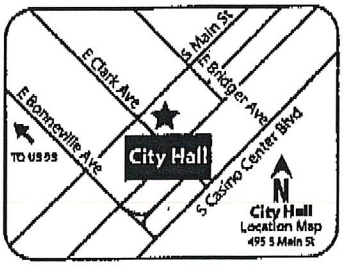

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City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510035
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

37-38P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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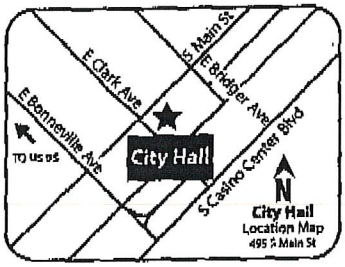

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510010
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102

37-38P

ity of Las Vegas
epartment of Planning
evelopment Services Center
33 North Rancho Drive, 3rd Floor
as Vegas, Nevada 89106

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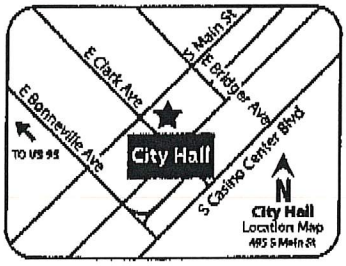

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ON-76236 and VAR-76237 [PRJ-75670]
lanning Commission Meeting of **05/28/2019**

PRJ-75670
16206510038
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102

37-38P

City of Las Vegas
Department of Planning
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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510017
CHABAD SOUTHERN NEVADA INC
1254 VISTA DR
LAS VEGAS NV 89102-1610

37-38P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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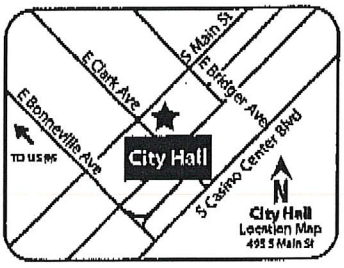

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206501004
CHABAD SOUTHERN NEVADA INC
1254 VISTA DR
LAS VEGAS NV 89102-1610

37-38 P

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333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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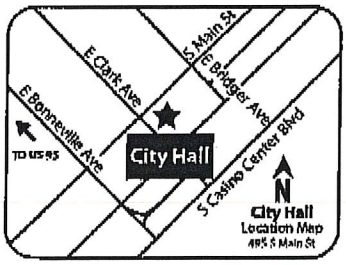

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VAR-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206216010
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

37-38P

ity of Las Vegas
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evelopment Services Center
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as Vegas, Nevada 89106

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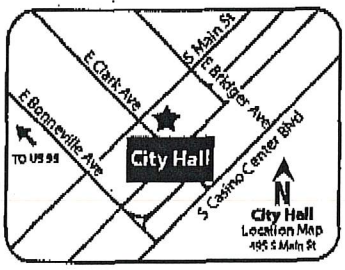

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ON-76236 and VAR-76237 [PRJ-75670]
anning Commission Meeting of **05/28/2019**

PRJ-75670
16206610021
Y & D FAMILY TRUST
HARLIG RABBI YEHOSHUA & DINA
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

37-38P

:ity of Las Vegas
)epartment of Planning
)evelopment Services Center
33 North Rancho Drive, 3rd Floor
.as Vegas, Nevada 89106

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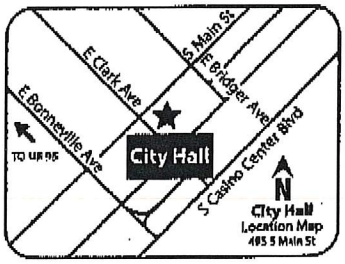

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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:ON-76236 and VAR-76237 [PRJ-75670]
'lanning Commission Meeting of **05/28/2019**

PRJ-75670
16206610041
BANNER CIRCLE L L C
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

37-38P

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Las Vegas, Nevada 89106

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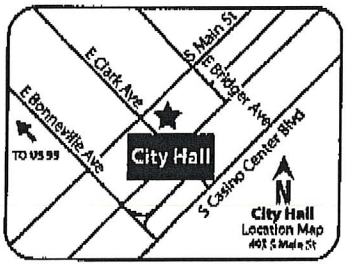

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206217046
DZIALOWSKI JERALD
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

89 DROPNF1 89102

3738P

City of Las Vegas
Department of Planning
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333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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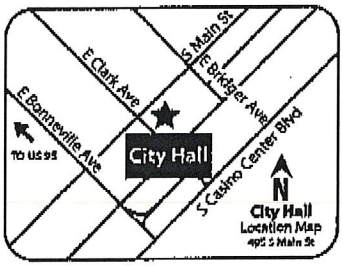

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610016
Y D H L L C
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

37-38P

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610020
BANNER CIRCLE L L C
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

37-38P

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Department of Planning
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Las Vegas, Nevada 89106

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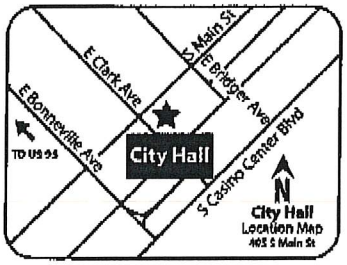

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610009
BANNER CIRCLE L L C
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

37-38P

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Department of Planning
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Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

there is a reason 10 ft is required.
4 Ft. is not enough!

PRJ-75670
16206216108
MASON VERA L LIVING TRUST
MASON VERA L TRS
1469 PADBURY CT #4
LAS VEGAS NV 89102-1572

89 ORDFNP1 89102

37-38P

05/27/2019 19:41 FAX 7027336918 SERFUSTINI 001

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333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610011
PATRON GUADALUPE
4300 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3819

89 DRDFNP1 89102

37-38P

y of Las Vegas
partment of Planning
velopment Services Center
3 North Rancho Drive, 3rd Floor
s Vegas, Nevada 89106

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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N-76236 and VAR-76237 [PRJ-75670]
anning Commission Meeting of **05/28/2019**

PRJ-75670
13931411037
LUK KAYE & DIANA
10313 POMPEI PL
LAS VEGAS NV 89144

37-38P

05/24/2019 10:38 091-702-9148984 LUK PAGE 03

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Las Vegas, Nevada 89106

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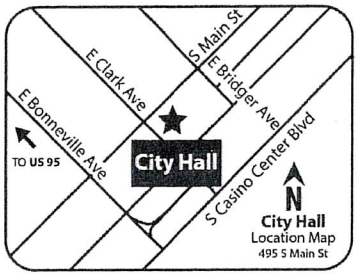

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510029
DAR PROPERTIES L L C
1110 DARMAK DR
LAS VEGAS NV 89102

89 DRDFNP1 89102

37 P
38P

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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS NV 890
30 MAY 2019 PM 3 L

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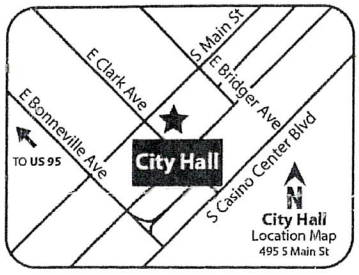

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
13931411030
MICHALSKI JOHN LEO TRUST
MICHALSKI JOHN LEO TRS
4219 ALPINE PL
LAS VEGAS NV 89107-4207

97 DROFMP1 89107

37P
38P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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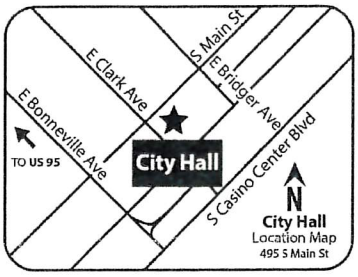

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
13931411034
MOORE OVID A & EDNA E TRUST
MOORE OVID A & EDNA E TRS
P O BOX 26627
LAS VEGAS NV 89126-0627

97 DRDFMP1 89126

37P
38P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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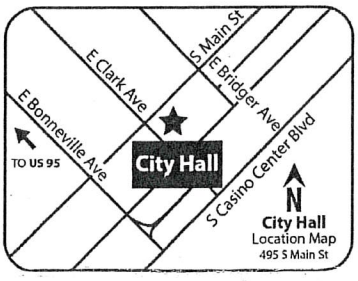

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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ZON-76236 and VAR-76237 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206216116
TERRELL GREGORY A
1465 ROTHWELL CT #1
LAS VEGAS NV 89102-1674

89 DRDFNP1 89102

37P
38P

City of Las Vegas
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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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MAY 23 2019
Dept of Planning
City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76236 and VAR-76237 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510015
GRAHAM S & D PROPERTIES L L C
8175 W PEBBLE RD
LAS VEGAS NV 89113

107 DROFNP1 89113

37A
38A

Nora Lares

From: noreply@formstack.com
Sent: Friday, May 24, 2019 9:16 PM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 05/24/19 9:15 PM

Meeting Date:	Tuesday, May 28, 2019
Project Number:	PRJ-75670
Position:	I OPPOSE the project and all related applications.
Name:	Susan Wainscott
Residential or Business Address:	4350 Bossart Ct. las vegas, NV 89102
Email:	suewainscott@gmail.com
Comments:	The proposed rezoning and reduction of setbacks and landscaping will fundamentally harm the character of our neighborhood and increase traffic next to a school. The current zoning is much more consistent with our neighborhood. I urge you to oppose this project and all related applications.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

37-40P

Nora Lares

From: noreply@formstack.com
Sent: Friday, May 24, 2019 11:21 AM
To: Planning Comments
Subject: Planning Application Comments Form

EXTERNAL EMAIL

formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 05/24/19 11:20 AM

Meeting Date:	Tuesday, May 28, 2019
Project Number:	75670
Position:	I OPPOSE the project and all related applications.
Name:	MICHAEL SEGELSTEIN
Residential or Business Address:	1415 SOUTH ARVILLE SUITE 104 Suite 104 Las Vegas, NV 89102
Phone:	(702) 878-0113
Email:	menachmcpa@embarqmail.com
Comments:	I am totally opposed to this proposal because i have a business which is located on Arville and i feel that this should be zoned only for professional businesses and not a storage business. this side of Arville only has professional businesses as well as medical related businesses. this proposed business would also be in proximity to a house of worship and a school. We have enough security concerns to worry about as it is. we dont need any additional areas which would be perfect cover for either

37-40P
Pg 1 of 2

thieves from the shopping center across the street, or the countless homeless that line the streets. Please take that into consideration.

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37-40
Pg 2 of 2

Nora Lares

From: noreply@formstack.com
Sent: Friday, May 24, 2019 10:27 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2019
Submitted at 05/24/19 10:27 AM

Meeting Date:	Tuesday, May 28, 2019
Project Number:	#75670
Position:	I OPPOSE the project and all related applications.
Name:	Marisa Apeles
Residential or Business Address:	4509 Exposition Ave Las Vegas, NV 89102-1545
Phone:	(702) 340-4764
Email:	MLATRIX12@gmail.com
Comments:	Oppose - Neighborhood already struggles with large business and STR's. This is near churches/chabads/schools and has an already growing homeless population living near and around any building/covering they can

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Nora Lares

From: noreply@formstack.com
Sent: Thursday, May 23, 2019 1:57 PM
To: Planning Comments
Subject: Planning Application Comments Form

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Formstack Submission For: Planning Application Comments 2019
Submitted at 05/23/19 1:56 PM

Meeting Date:	Tuesday, May 28, 2019
Project Number:	PRJ-75670
Position:	I OPPOSE the project and all related applications.
Name:	Hal Goldblatt
Residential or Business Address:	4513 Del Monte Ave Las Vegas, NV 89102
Phone:	(702) 349-4538
Email:	halgoldblatt@cox.net
Comments:	This project is right next to our Synagogue and School. A three story building will stick out like a sore thumb and create security issues for both or Synagogue and School.

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37-40P

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
83

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-76310 - SPECIAL USE PERMIT RELATED TO ZON-76236 - PUBLIC HEARING - APPLICANT: WHEELER ARVILLE MINI STORAGE - OWNER: STEPHANIE EVANS, ET AL - For possible action on a request for a Special Use Permit FOR A PROPOSED MINI-STORAGE FACILITY USE at 1333 Arville Street (APN 162-06-510-016), Ward 1 (Knudsen) [PRJ-75670]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	23	Planning Commission Mtg.	1
City Council Meeting	11	City Council Meeting	1

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Protest/Support Postcards
3. Submitted after Final Agenda - Protest Postcards
4. Backup Submitted at the June 25, 2019 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

002

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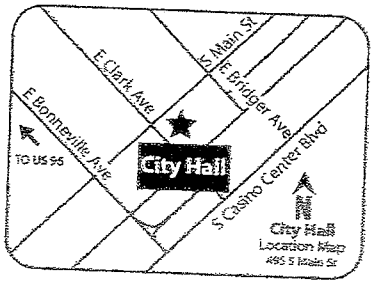

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206610011
PATRON GUADALUPE
4300 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3819

89 FRDFNP1 89102

SERFUSTINI
City Council Page 199
07/28/2019 22:15 FAX 7027336918

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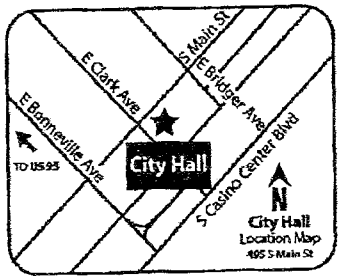

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☐ I OPPOSE this Request

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SUP-76310 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206510015
GRAHAM S & D PROPERTIES L L C
8175 W PEBBLE RD
LAS VEGAS NV 89113

107 FRDFNP1 89113

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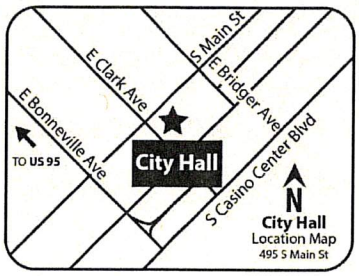

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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SUP-76310 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206610014
HUFFMAN TONY L
4350 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102

89 FRDFNP1 89102

Submitted after final agenda

Date 8/1/19 Item 83

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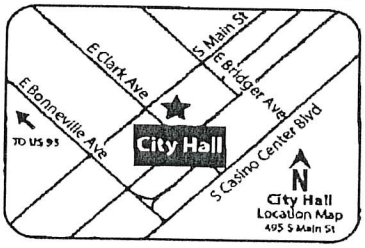

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☐ I SUPPORT this Request

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SUP-76310 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206610036
LUI WILLIAM & JEAN
10231 PIMLICO DR
CYPRESS CA 90630

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Las Vegas, Nevada 89101

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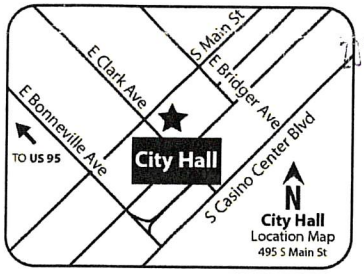

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
13931411030
MICHALSKI JOHN LEO TRUST
MICHALSKI JOHN LEO TRS
4219 ALPINE PL
LAS VEGAS NV 89107-4207

Chandler is a busy street and with this - - -

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SUP-76310 [PRJ-75670]

City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206217027
MOULTON DEBRA K
1472 BLISWORTH CT #101
LAS VEGAS NV 89102-1404

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2019 AUG -5 A 11:20

89 FRDFNP1 89102

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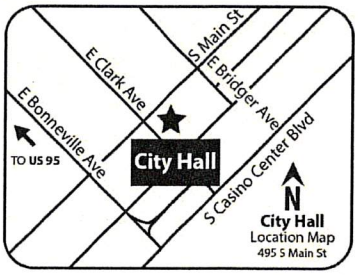

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]

City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206217019
GOLZ GREGORY T & JANICE M
3228 25TH ST
ROCK ISLAND IL 61201

2 FRDFNP1 61201

Submitted after final agenda
Item 83

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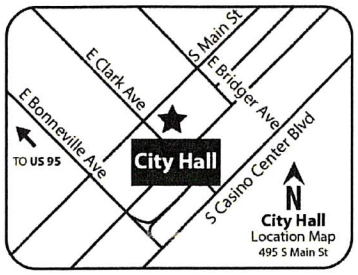

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-76310 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206510014
1401 ARVILLE HOLDINGS L L C
1130 SHARON RD
LAS VEGAS NV 89106

City of Las Vegas
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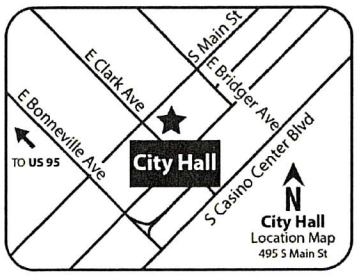

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206510036
MCGRATH THOMAS & ELIZABETH TRUST
MCGRATH THOMAS J & ELIZABETH J T
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

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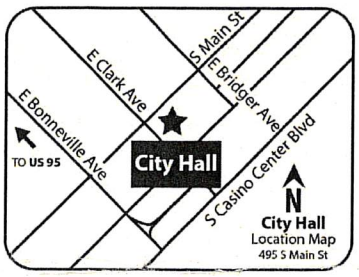

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206217039
WRIGHT WAYNE A & DORIS L FAM TR
WRIGHT WAYNE A & DORIS L TRS
1464 TEDDINGTON CT #101
LAS VEGAS NV 89102

89 FRDFMP1 89102

From:State Of Nevada 7024860216 08/05/2019 08:12 #323 P.002/002

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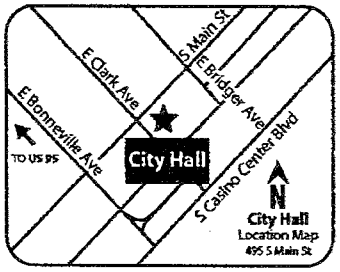

PRJ-75670
16206216108
MASON VERA L LIVING TRUST
MASON VERA L TRS
1469 PADBURY CT #4
LAS VEGAS NV 89102-1572

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

8 ft – no zero foot!
too much traffic already

89 PROFMP1 89102

City Council - Page 1507

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

ity of Las Vegas
)epartment of Planning
)evelopment Services Center
33 North Rancho Drive, 3rd Floor
as Vegas, Nevada 89106

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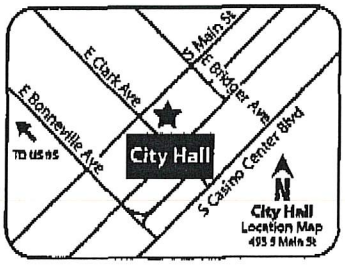

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

lease use available blank space on card for your comments.
UP-76310 [PRJ-75670]
lanning Commission Meeting of **05/28/2019**

PRJ-75670
16206610016
Y D H L L C
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

89 DRDFMP1 89102

Submitted after final agenda
39P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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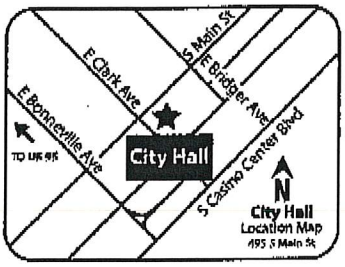

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SUP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

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City of Las Vegas

PRJ-75670
16206610020
BANNER CIRCLE L L C
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

39P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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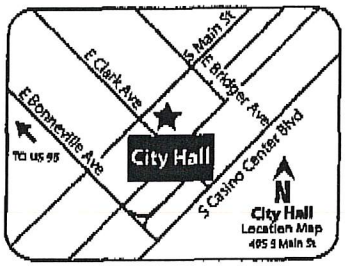

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

UP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510039
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102

89 DEPT NP 1 89102

39P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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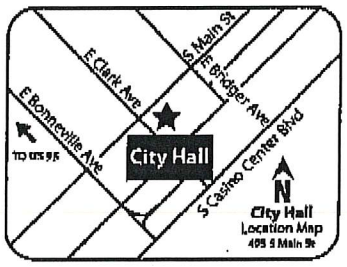

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

UP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510011
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

39P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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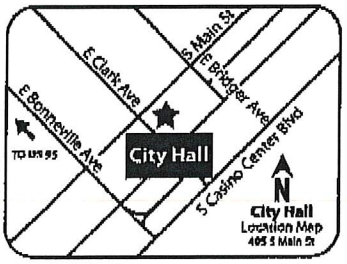

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UP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510017
CHABAD SOUTHERN NEVADA INC
1254 VISTA DR
LAS VEGAS NV 89102-1610

39P

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Las Vegas, Nevada 89106

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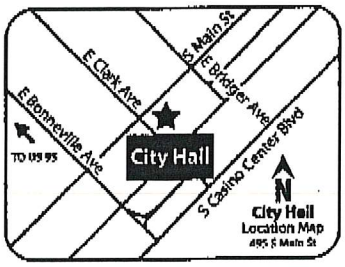

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SUP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610009
BANNER CIRCLE L L C
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

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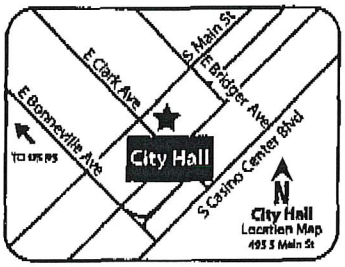

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610021
Y & D FAMILY TRUST
HARLIG RABBI YEHOSHUA & DINA
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

39P

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Department of Planning
Development Services Center
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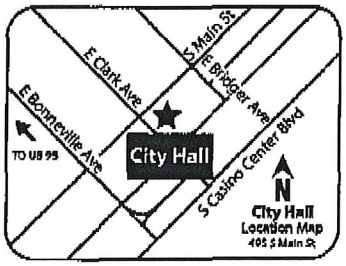

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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;UP-76310 [PRJ-75670]

'lanning Commission Meeting of **05/28/2019**

PRJ-75670
16206610041
BANNER CIRCLE L L C
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

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Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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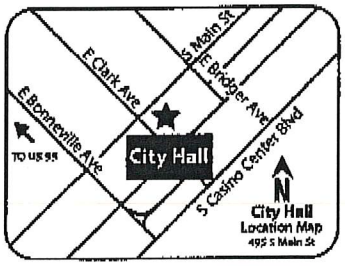

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SUP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510010
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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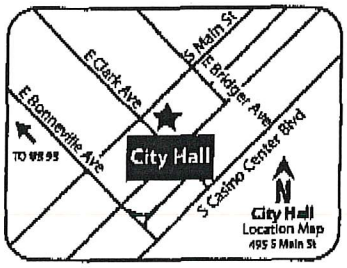

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☐ I SUPPORT this Request
☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510035
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

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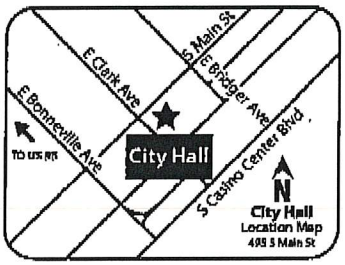

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510034
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206217046
DZIALOWSKI JERALD
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

39P

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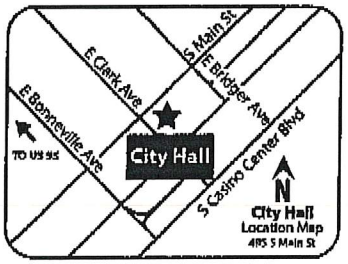

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SUP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206501004
CHABAD SOUTHERN NEVADA INC
1254 VISTA DR
LAS VEGAS NV 89102-1610

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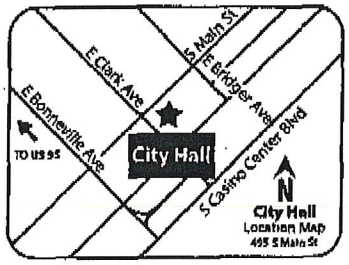

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SUP-76310 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206216010
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

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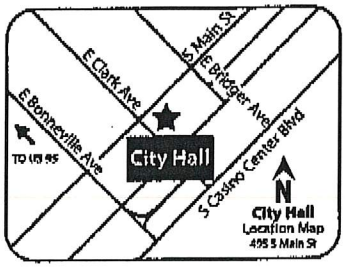

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510038
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206216107
CHABAD SOUTHERN NEVADA INC
%Y HARLIG
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

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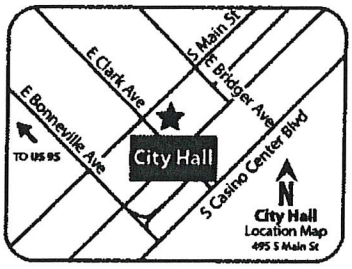

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SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019** Too much traffic -

PRJ-75670
16206216108
MASON VERA L LIVING TRUST
MASON VERA L TRS
1469 PADBURY CT #4
LAS VEGAS NV 89102-1572

89 DROPNP1 89102

39P

05/27/2019 19:42 FAX 7027336918 SERFUSTINI 002

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PRJ-75670
16206610011
PATRON GUADALUPE
4300 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3819

☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

89 DRDFNP1 89102

39P

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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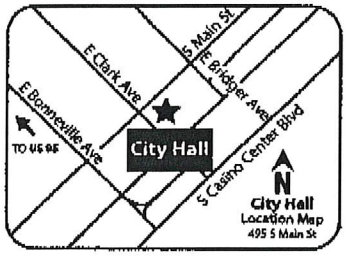

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
13931411037
LUK KAYE & DIANA
10313 POMPEI PL
LAS VEGAS NV 89144

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05/24/2019 10:38 091-702-91489B4 LUK PAGE 01

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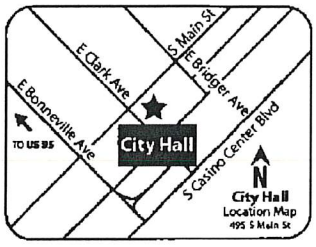

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610036
LUI WILLIAM & JEAN
10231 PIMLICO DR
CYPRESS CA 90630

100 DRDFNP1 90630

39P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS NV 890
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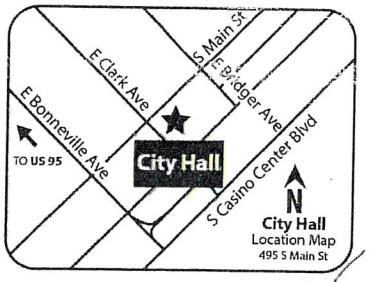

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
13931411030
MICHALSKI JOHN LEO TRUST
MICHALSKI JOHN LEO TRS
4219 ALPINE PL
LAS VEGAS NV 89107-4207

97 DROPMP1 89107

397

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Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510029
DAR PROPERTIES L L C
1110 DARMAK DR
LAS VEGAS NV 89102

89 DRDFNP1 89102

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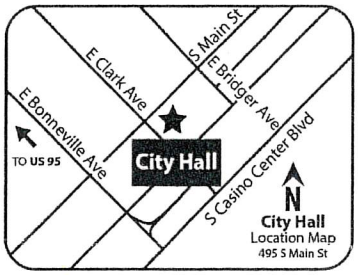

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
13931411034
MOORE OVID A & EDNA E TRUST
MOORE OVID A & EDNA E TRS
P O BOX 26627
LAS VEGAS NV 89126-0627

97 DRDFNP1 89126

39P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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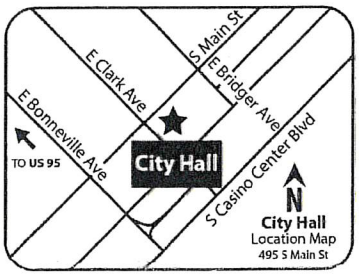

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SUP-76310 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510015
GRAHAM S & D PROPERTIES L L C
8175 W PEBBLE RD
LAS VEGAS NV 89113

107 DRDFNP1 89113

Submitted after final agenda

39A

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
84

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SDR-76250 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-76236 AND SUP-76310 - PUBLIC HEARING - APPLICANT: WHEELER ARVILLE MINI STORAGE - OWNER: STEPHANIE EVANS, ET AL - For possible action on a request for a Site Development Plan Review FOR A PROPOSED THREE-STORY, 292-UNIT MINI-STORAGE FACILITY CONSISTING OF TWO BUILDINGS FOR A TOTAL OF 57,900 SQUARE FEET WITH WAIVERS TO ALLOW A ZERO-FOOT LANDSCAPE BUFFER ADJACENT TO THE NORTH AND SOUTH PROPERTY LINE, AND A ZERO-FOOT LANDSCAPE BUFFER ADJACENT TO PORTIONS OF THE EAST PROPERTY LINE WHERE EIGHT FEET IS REQUIRED on 1.04 acres at 1333 Arville Street (APN 162-06-510-016), P-R (Professional Office and Parking) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 1 (Knudsen) [PRJ-75670]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	23	Planning Commission Mtg.	1
City Council Meeting	12	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Comments from City of Las Vegas Department of Public Works Traffic Engineering Division
3. Protest Postcards
4. Submitted after Final Agenda - Protest Postcards
5. Backup Submitted at the June 25, 2019 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

SDR 76250
Wheeler Arville Mini Storage

1333 Arville Street

Proposed 63.9 thousand square foot mini-storage facility, replacing an existing 5.229 thousand square foot office.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MINI-WAREHOUSE [1000 SF]	63.9	1.51	**96**
AM Peak Hour			0.10	**6**
PM Peak Hour			0.17	**11**

(heaviest 60 minutes)

Existing Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	GENERAL OFFICE BUILDING [1000 SF]	5.229	9.74	**51**
AM Peak Hour			1.16	**6**
PM Peak Hour			1.15	**6**

(heaviest 60 minutes)

Net Change	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	MINI-WAREHOUSE [1000 SF]	58.671	1.51	**46**
AM Peak Hour			0.10	**0**
PM Peak Hour			0.17	**5**

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Arville Street	
Average Daily Traffic (ADT)	4,565
PM Peak Hour	365

(heaviest 60 minutes)

Charleston Boulevard	
Average Daily Traffic (ADT)	35,649
PM Peak Hour	275

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Arville Street	16,380
Charleston Boulevard	50,900

This project will add approximately 46 trips per day on Arville St. and Charleston Blvd. Currently, Arville is at about 28

percent of capacity and Charleston is at about 70 percent of capacity. With this project, these capacities are expected to be unchanged.

Based on Peak Hour use, this development will add into the area roughly 5 additional cars, or about one every twelve minutes.

Note that this report assumes all traffic from this development uses all named streets.

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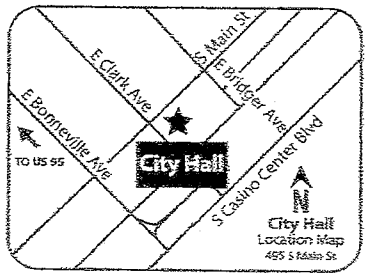

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206610011
PATRON GUADALUPE
4300 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3819

SERFUSTINI

07/28/2019 22:14 FAX 7027336918

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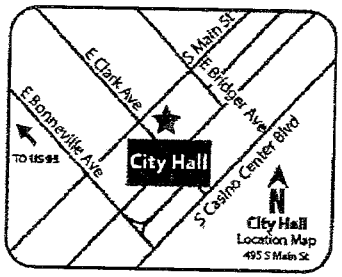

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SDR-76250 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206510015
GRAHAM S & D PROPERTIES L L C
8175 W PEBBLE RD
LAS VEGAS NV 89113

8ft lot line should be kept as required and only a 2 story building should be allowed as what is consistent with the area

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107 FRDFMP1 89119

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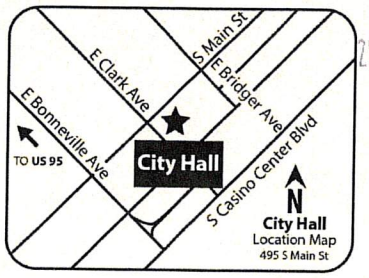

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☑ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-76250 [PRJ-75670]

City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206610014
HUFFMAN TONY L
4350 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102

89 FRDFMP1 89102

Submitted after final agenda

Date 8/1/19 Item 84

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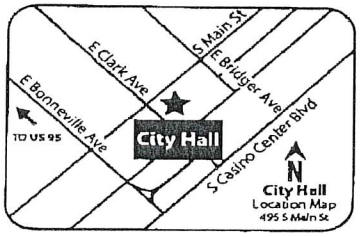

PRJ-75670
16206610036
LUI WILLIAM & JEAN
10231 PIMLICO DR
CYPRESS CA 90630

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SDR-76250 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

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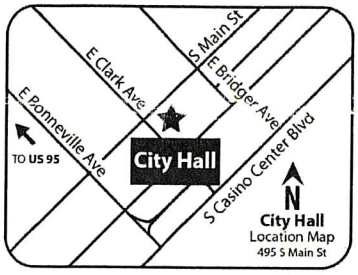

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SDR-76250 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
13931411030
MICHALSKI JOHN LEO TRUST
MICHALSKI JOHN LEO TRS
4219 ALPINE PL
LAS VEGAS NV 89107-4207

Charleston is a busy street and with this would cause heavy traffic

97 FRDFNP1 89107

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I oppose because the landscape buffers were originally put in for a reason, usually safety. But in this proposal the mandated by law the footage for landscape barriers and I could then support this proposal. However, this proposal with zero foot landscape buffers I oppose.

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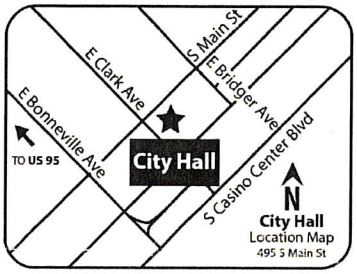

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206216116
TERRELL GREGORY A
1465 ROTHWELL CT #1
LAS VEGAS NV 89102-1674

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89 FRDFNP1 89102

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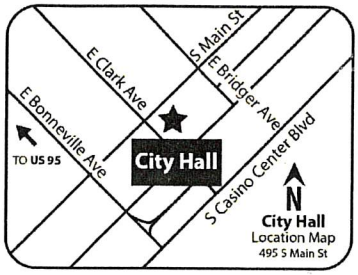

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206510014
1401 ARVILLE HOLDINGS L L C
1130 SHARON RD
LAS VEGAS NV 89106

87 FRDFMP1 89106

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SDR-76250 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206217019
GOLZ GREGORY T & JANICE M
3228 25TH ST
ROCK ISLAND IL 61201

Submitted after final agenda
Item 84

2 FRDFMP1 61201

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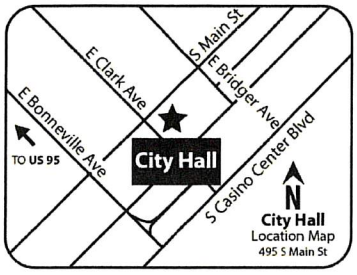

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206510036
MCGRATH THOMAS & ELIZABETH TRUST
MCGRATH THOMAS J & ELIZABETH J T
3075 WESTWIND RD
LAS VEGAS NV 89146-6858

97 FRDFMP1 89146

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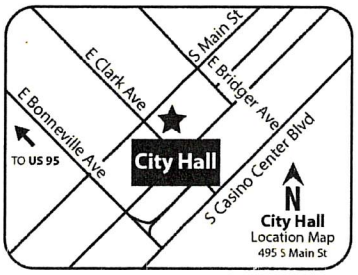

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SDR-76250 [PRJ-75670]
City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206217039
WRIGHT WAYNE A & DORIS L FAM TR
WRIGHT WAYNE A & DORIS L TRS
1464 TEDDINGTON CT #101
LAS VEGAS NV 89102

NO TO BIG

WAY TO BIG—NO LANDSCAPING
CHAIN LINK FENCE— NO
UGLY

TO MUCH TRAFFIC ON ARVILLE

89 FRDFMP1 89102

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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SDR-76250 [PRJ-75670]

City Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206217027
MOULTON DEBRA K
1472 BLISWORTH CT #101
LAS VEGAS NV 89102-1404

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From:State Of Nevada 7024860216 08/05/2019 08:12 #323 P.001/002

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)5 South Main Street, 2nd Floor
as Vegas, Nevada 89101

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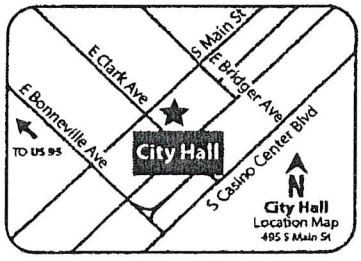

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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)R-76250 [PRJ-75670]

ity Council Meeting of **AUGUST 7, 2019**

PRJ-75670
16206216108
MASON VERA L LIVING TRUST
MASON VERA L TRS
1469 PADBURY CT #4
LAS VEGAS NV 89102-1572

8ft – no zero foot!
too much traffic already

89 FRDFNP1 89102

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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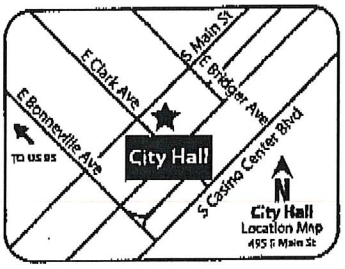

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510039
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102

Submitted after final agenda

40P

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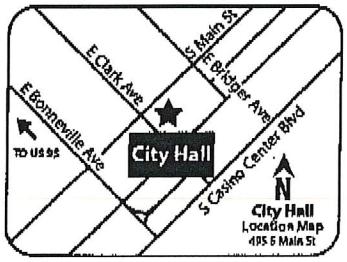

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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ZDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510035
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

40P

City of Las Vegas
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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510011
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

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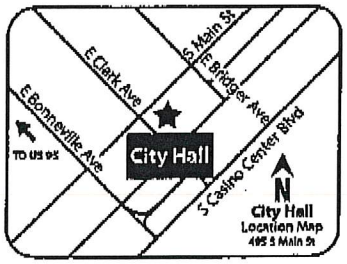

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610009
BANNER CIRCLE L L C
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

40P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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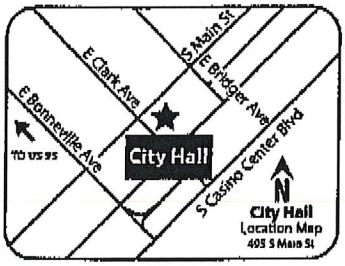

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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DR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206216010
CHABAD SOUTHERN NEVADA INC
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

40P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510017
CHABAD SOUTHERN NEVADA INC
1254 VISTA DR
LAS VEGAS NV 89102-1610

40P

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Development Services Center
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Las Vegas, Nevada 89106

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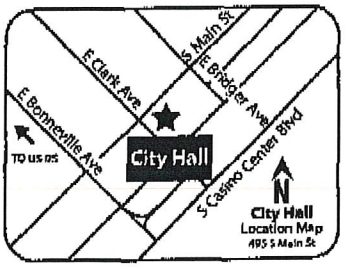

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610041
BANNER CIRCLE L L C
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

40P

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Department of Planning
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333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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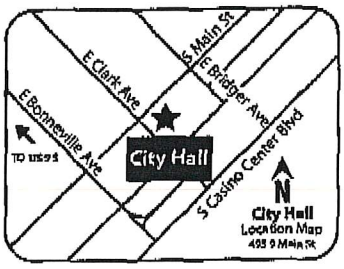

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610016
Y D H L L C
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

40P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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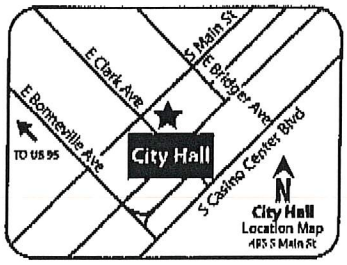

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510034
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102-1600

89 DEPMP1 89102

46P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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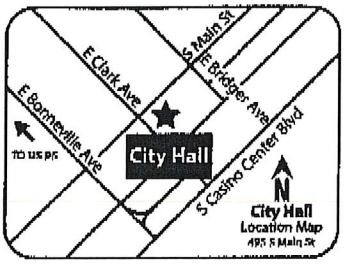

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206216107
CHABAD SOUTHERN NEVADA INC
%Y HARLIG
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

89 DRDFNP1 89102

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510038
CHABAD SOUTHERN NEVADA INC
1261 ARVILLE ST
LAS VEGAS NV 89102

40P

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206217046
DZIALOWSKI JERALD
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

89 DEPT 89102

40P

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Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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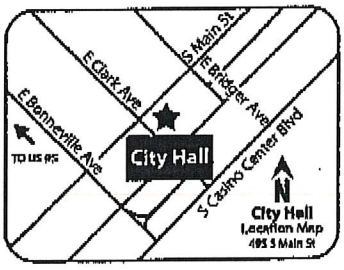

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206501004
CHABAD SOUTHERN NEVADA INC
1254 VISTA DR
LAS VEGAS NV 89102-1610

89 DEPNP1 89102

40P

City of Las Vegas
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Development Services Center
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Las Vegas, Nevada 89106

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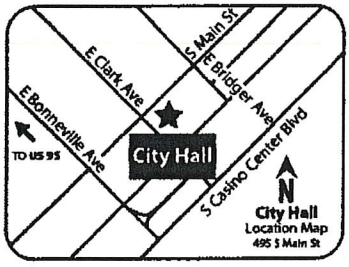

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019** No zero foot buffer!

PRJ-75670
16206216108
MASON VERA L LIVING TRU
MASON VERA L TRS
1469 PADBURY CT #4
LAS VEGAS NV 89102-1572

89 DRDFNP1 89102

40P

City of Las Vegas
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Las Vegas, Nevada 89106

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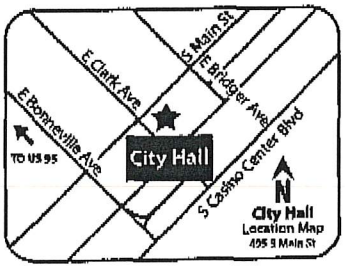

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610021
Y & D FAMILY TRUST
HARLIG RABBI YEHOSHUA & DINA
4211 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3815

40P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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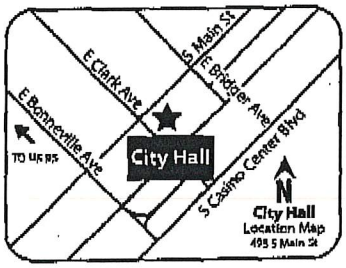

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610020
BANNER CIRCLE L L C
1261 S ARVILLE ST
LAS VEGAS NV 89102-1600

40P

05/27/2019 19:42 FAX 7027336918 SERFUSTINI 003

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333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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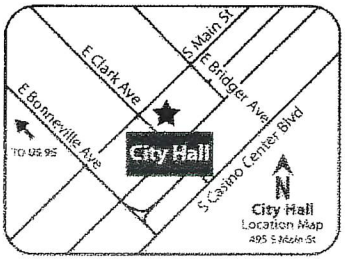

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610011
PATRON GUADALUPE
4300 MOUNTAIN VIEW BLVD
LAS VEGAS NV 89102-3819

89 DRDFNP1 89102

40P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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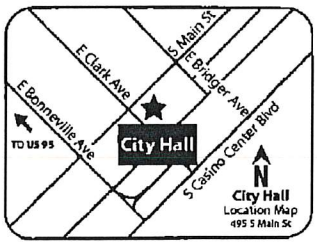

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206610036
LUI WILLIAM & JEAN
10231 PIMLICO DR
CYPRESS CA 90630

100 DRDFRP1 90630

40P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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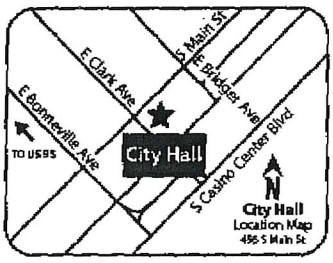

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☐ *I SUPPORT this Request* ☒ *I OPPOSE this Request*

Please use available blank space on card for your comments.
SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
13931411037
LUK KAYE & DIANA
10313 POMPEI PL
LAS VEGAS NV 89144

091-702-9148984

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

LAS VEGAS NV 890
19 MAY 2019 PM 3 L

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City of Las Vegas

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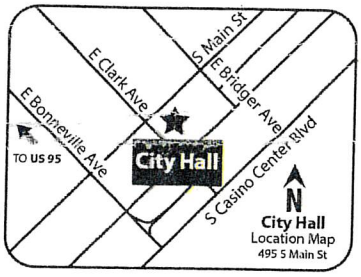

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
13931411030
MICHALSKI JOHN LEO TRUST
MICHALSKI JOHN LEO TRS
4219 ALPINE PL
LAS VEGAS NV 89107-4207

ST DRDFNP1 89107

40P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
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PAID
Las Vegas, NV
Permit No. 1630

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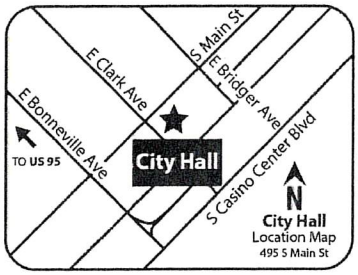

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]

Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510029
DAR PROPERTIES L L C
1110 DARMAK DR
LAS VEGAS NV 89102

89 DRDFNP1 89102

40P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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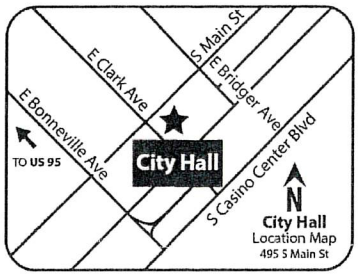

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
13931411034
MOORE OVID A & EDNA E TRUST
MOORE OVID A & EDNA E TRS
P O BOX 26627
LAS VEGAS NV 89126-0627

97 DRDFNP1 89126

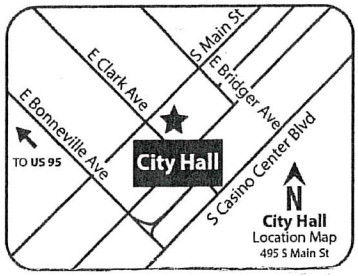
40P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

I oppose because codes were adopted for a reason, usually safety. Just scale back the size of this project using the existing codes and regulations

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED

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.

SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206216116
TERRELL GREGORY A
1465 ROTHWELL CT #1
LAS VEGAS NV 89102-1674

89 DRDFNP1 89102

40P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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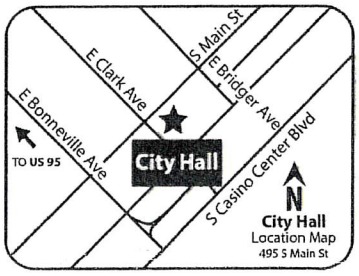
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
MAY 23 2019
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.

[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-76250 [PRJ-75670]
Planning Commission Meeting of **05/28/2019**

PRJ-75670
16206510015
GRAHAM S & D PROPERTIES L L C
8175 W PEBBLE RD
LAS VEGAS NV 89113

107 ORDFNP1 89113

Submitted after final agenda

40A

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
85

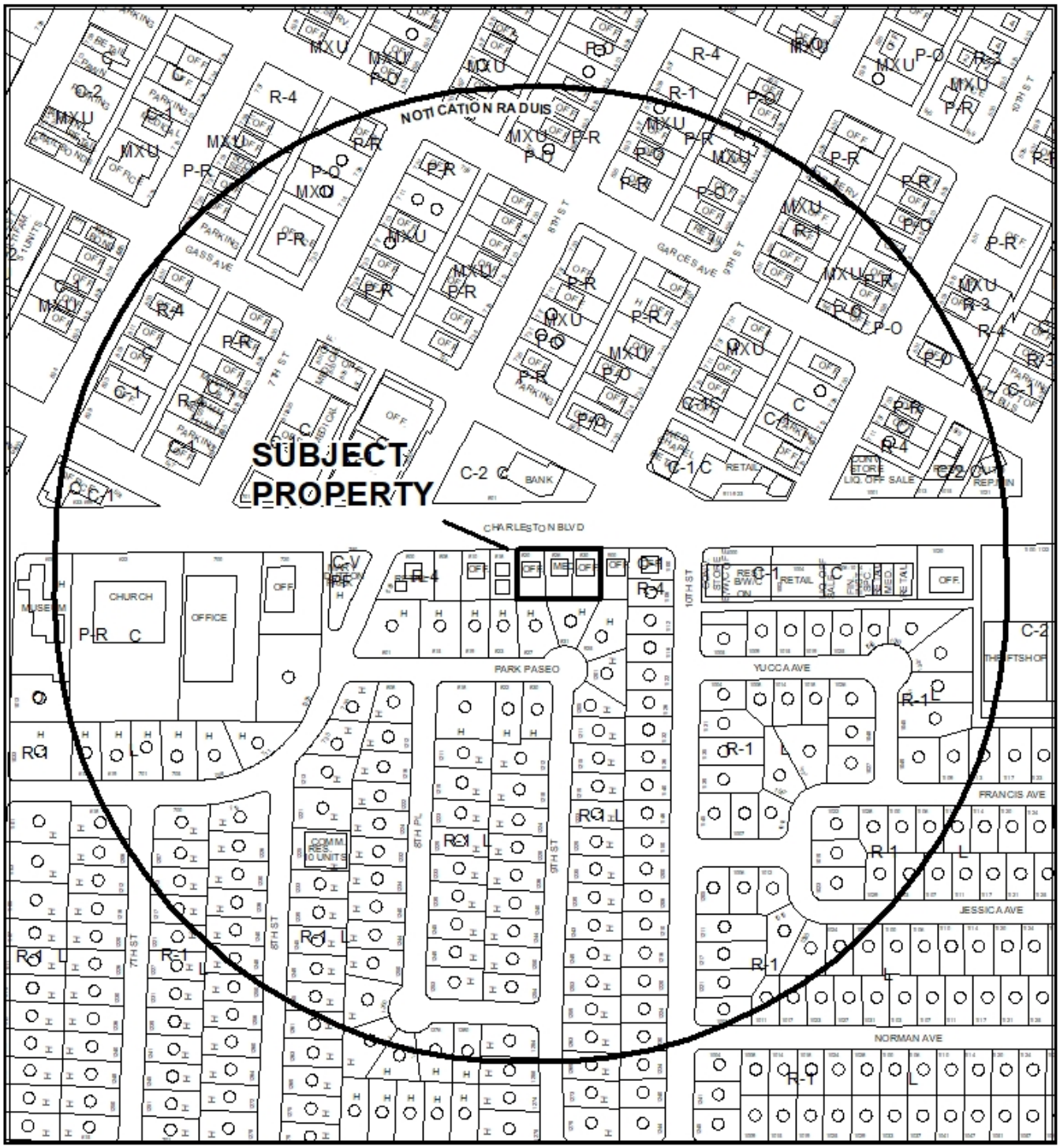
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
ZON-76110 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: ALBERTO E. & MERICIA G. ACHAVAL - For possible action on a request for a Rezoning FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) on 0.45 acres at 820, 826 and 830 East Charleston Boulevard (APN 162-03-501-007), Ward 3 (Diaz) [PRJ-76067]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	5
City Council Meeting	0	City Council Meeting	1

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - ZON-76110 and WVR-76111 [PRJ-76067]
2. Land Use Map
3. Conditions and Staff Report - ZON-76110 and WVR-76111 [PRJ-76067]
4. Supporting Documentation - ZON-76110 and WVR-76111 [PRJ-76067]
5. Photo(s) - ZON-76110 and WVR-76111 [PRJ-76067]
6. Justification Letter - ZON-76110 and WVR-76111 [PRJ-76067]
7. Submitted after Final Agenda - Support Postcard
8. Backup Submitted at the June 25, 2019 Planning Commission Meeting

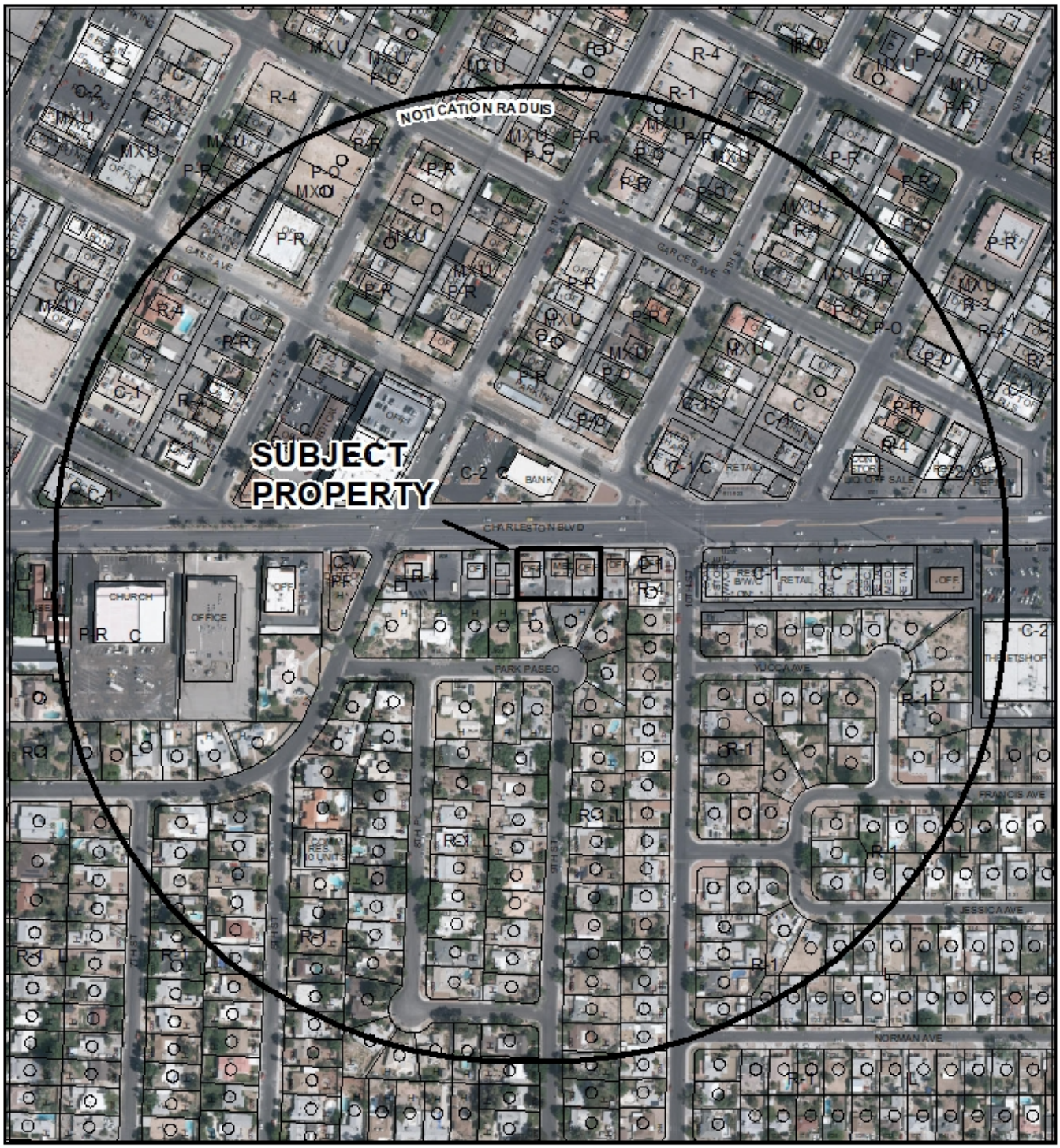


CASE: **ZON-76110, WVR-76111 (PRJ-76067)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



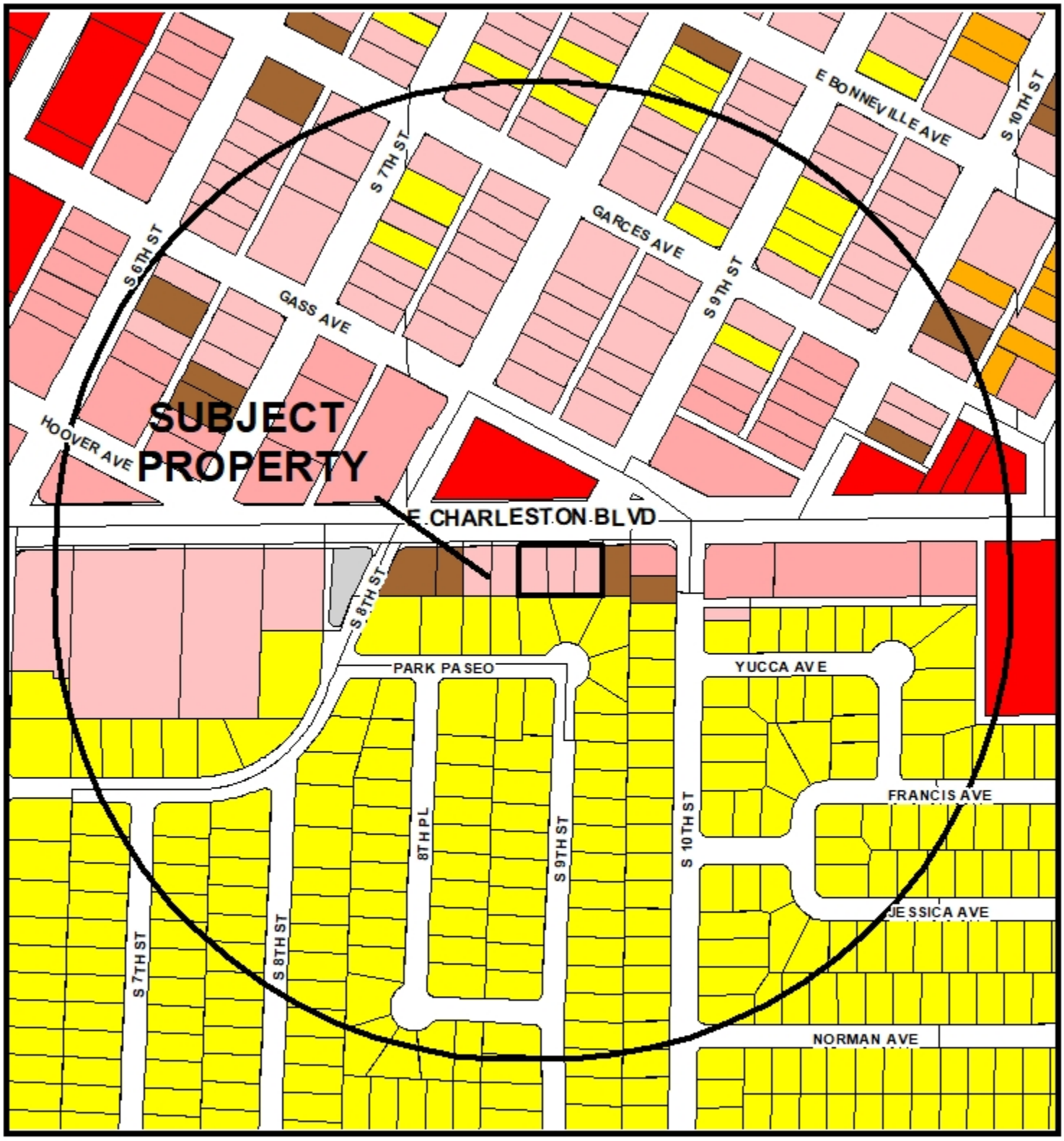
CASE: **ZON-76110, WVR-76111 (PRJ-76067)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: P-R (PROFESSIONAL OFFICE AND PARKING)

PROPOSED ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

ZON-76110



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 Neighborhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban General
- 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-PS - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development

FROM PR TO C-1

Subject Property

1000ft Buffer

City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept.
702.229.6301

Date: Monday, May 13, 2019

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: ALBERTO E. & MERICIA G. ACHAVAL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
ZON-76110	Staff recommends APPROVAL.	
WVR-76111	Staff recommends APPROVAL, subject to conditions:	ZON-76110

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 34

NOTICES MAILED 305 - ZON-76110 and WVR-76111 (By City Clerk)

PROTESTS 2 - ZON-76110 and WVR-76111

APPROVALS 5 - ZON-76110 and WVR-76111

JAB

**** CONDITIONS ****

WVR-76111 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. Any future Site Development Plan Reviews on this site shall consider the addition of landscape buffers appropriate for the zoning district and adjacent residential parcels.

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

This is a request for a Rezoning from P-R (Professional Office and Parking) to C-1 (Limited Commercial) and a subsequent side yard setback Waiver on 0.45-acre parcel at 820-830 East Charleston Boulevard.

ISSUES

- The applicant is requesting a Rezoning (ZON-76110) from P-R (Professional Office and Parking) to C-1 (Limited Commercial). Staff supports this request.
- The applicant is requesting a Waiver to allow a four-foot side yard setback where 10 feet is the maximum allowed. Staff supports this request.

ANALYSIS

The applicant proposes to change the zoning of a single parcel on Charleston Boulevard from P-R (Professional Office and Parking) to C-1 (Limited Commercial). On 05/02/19, the subject site recorded a reversionary map that consolidated three parcels into one parcel of 0.45 acres. The newly recorded parcel is midblock on the south side of Charleston between 8th and 10th Street. There are three existing structures on the parcel that were built as residential homes in 1938. The addresses are 820, 826, and 830 East Charleston Boulevard. Between 1990 and 1992, the parcels were rezoned P-R (Professional Office and Parking), and the homes were converted to offices. According to City records, the structures have operated as general offices or services throughout this time. The structures at 820 and 826 East Charleston have not had active business licenses since 12/06/17. The structure at 830 East Charleston has an active license for professional medical services.

The subject site is in the City of Las Vegas Redevelopment Plan Area along the Charleston commercial corridor. It is also located in the Founders District of the Downtown Master Plan. The common goals of these plans is to guide the redevelopment and revitalization of the area through the rehabilitation of existing architecture, landscape, and urban design and to encourage private investment in the community using sound land use principles. One of these land use principles is that a primary arterial like Charleston Boulevard should generate an intensification of commercial use, and this intensification can be provided by changing the zoning from P-R (Professional Office and Parking) to C-1 (Limited Commercial).

JAB

The area adjacent to the subject site is zoned to attract a broad category of commercial uses that are appropriate for a downtown primary arterial. Most notably are the C-1 (Limited Commercial) zones on three corners and a C-2 (General Commercial) zone directly across the street. Along with interspersed P-O (Professional Office) and P-R (Professional Office and Parking) zones throughout, this mixed pattern of commercial use is repeated throughout the Charleston Boulevard corridor for a mile on either side of the subject site. The applicant is not proposing to increase the floor area of the existing structures, therefore no Site Development Plan Review is being proposed.

The subject site is also on the northern boundary of the John S. Park Neighborhood Plan, which was formed in 2001 to protect the many historic homes in the area. The purpose of this neighborhood plan is not only to preserve the pedestrian and residential character of the area but also to encourage and guide the appropriate development of adjacent commercial opportunities. The neighborhood plan does not restrict growth, but it serves "as a guide for City leaders and developers to refer to when reviewing projects proposed for the John S. Park neighborhood and to take notice of residents' resolve to preserve the mostly single-family residential nature of the neighborhood." In the spirit of this community resolve, the applicant is not requesting a Site Development Plan Review for new construction. In the justification letter stamped 05/17/19, the applicant states that "this request furthers the description of the Founders District by providing for zoning along Charleston Boulevard that in the future will provide for opportunities for retail development that is not auto-oriented and yet still preserves the residential feel of the American suburb by maintaining existing site plan and elevations of the existing converted circa 1938 homes." A condition has been added that any future development should consider adding landscape buffers between the subject site and the John S. Park residences to the south. The proposed zoning is appropriate to the area and respects the spirit of the historic neighborhood; therefore, staff recommends approval.

The applicant is also requesting a Waiver to allow a four-foot side yard setback where 10 feet is the maximum allowed in the proposed C-1 (Limited Commercial) zone. Pursuant to Appendix F Interim Downtown Las Vegas Development Standards, when specific development standards cannot be met, a Waiver to Title 19 is required. At the subject site, the west property line has not changed and the existing structure was built in 1938. Consequently, to meet development standards, the structure would have to be razed or removed. This is not in keeping with the historic character of the neighborhood. Therefore staff recommends approval of the Waiver request.

FINDINGS (ZON-76110)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the proposed C-1 (Limited Commercial) zoning district would conform to the C (Commercial) General Plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The proposed zoning is compatible with adjacent zoning in the Downtown Master Plan along the Charleston Boulevard commercial corridor. It is also compatible with the vision of the Redevelopment Plan Area and the John S. Park Neighborhood Plan. The existing structures at the subject site are not being changed, so there is no Site Development Plan Review.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Growth and redevelopment at the subject site are guided, in part, by the City of Las Vegas Redevelopment Plan, the John S. Park Neighborhood Plan, and the Downtown Master Plan (Founders District). The rezoning is appropriate because these plans anticipate the proposed intensification of use along primary arterials like Charleston Boulevard.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   Access to the property will be provided by Charleston Boulevard, a 100-foot Primary Arterial, which is adequate in size to accommodate the intensity of use allowed by the C-1 zoning district.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/26/73	The Board of Zoning Adjustment approved a request for a Special Use Permit (U-0023-73) for a proposed office in an existing building at 830 East Charleston Boulevard.
05/16/90	The City Council approved a request for a Rezoning (Z-0036-90) from: R-4 (Apartment Residence), to: P-R (Professional Office and Parking) at 830 East Charleston Boulevard. The Planning Commission recommended approval.

JAB

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/18/92	The City Council approved a request for a Rezoning (Z-0075-92) from: R-4 (Apartment Residence), to: P-R (Professional Office and Parking) at 820 and 826 East Charleston Boulevard. The Planning Commission recommended approval.
03/11/08	A Code Enforcement case (#63171) was initiated for temporary window signs at 820 East Charleston Boulevard. The case was resolved on 03/13/08.
03/11/08	A Code Enforcement case (#63172) was initiated for temporary window signs at 826 East Charleston Boulevard. The case was resolved on 03/13/08.
03/11/08	A Code Enforcement case (#63173) was initiated for temporary window signs at 830 East Charleston Boulevard. The case was resolved on 03/13/08.
02/13/17	A Code Enforcement case (#174724) was initiated for a non-permitted moving LED sign at 820 East Charleston Boulevard. The case was resolved on 02/28/17.
02/13/17	A Code Enforcement case (#174726) was initiated for a non-permitted moving LED sign at 830 East Charleston Boulevard. The case was resolved on 03/13/17.
10/17/18	A Code Enforcement case (#193955) was initiated for non-permitted work at 826 East Charleston Boulevard. The case remains open.
06/25/19	The Planning Commission unanimously voted to recommend APPROVAL on the following requests: • Rezoning (ZON-76110) FROM: P-R (PROFESSIONAL OFFICE AND PARKING) TO: C-1 (LIMITED COMMERCIAL) • Waiver (WVR-76111) TO ALLOW A FOUR-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on 0.45 acres at 820, 826 and 830 East Charleston Boulevard (APN 162-03-501-007), P-R (Professional Office and Parking) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 3 [PRJ-76067].

Most Recent Change of Ownership	
07/24/14	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1938	The residential structures were built.
12/12/95	A General License (P50-01498) was issued for Professional Services at 820 East Charleston Boulevard. The license was inactive on 07/03/12.
07/31/06	A General License (C25-02752) was issued for a Contractor at 826 East Charleston Boulevard. The license was inactive on 07/09/18.

JAB

Related Building Permits/Business Licenses	
10/09/08	A General License (R25-00340) was issued for Residential Property Maintenance at 826 East Charleston Boulevard. The license remains active.
05/17/10	A General License (P55-01467) was issued for Professional Services – Medical at 830 East Charleston Boulevard. The license remains active.
05/17/10	A General License (P55-01468) was issued for Professional Services – Medical at 826 East Charleston Boulevard. The license was inactive on 03/16/16.
06/09/14	A General License (G62-04123) was issued for Publishing & Newspapers at 820 East Charleston Boulevard. The license was inactive on 09/20/17.
09/16/15	A General License (G63-06469) was issued for Professional Services at 826 East Charleston Boulevard. The license was inactive on 02/09/16.
03/10/16	A General License (G64-00942) was issued for Professional Services at 826 East Charleston Boulevard. The license was inactive on 08/28/18.
01/05/17	A General License (G65-00113) was denied for General Retail Sales at 820 East Charleston Boulevard.
01/05/17	A General License (G65-00115) was denied for a Photography Business at 820 East Charleston Boulevard.
01/23/17	A General License (G65-00291) was issued for General Services (Counter / Office) at 820 East Charleston Boulevard. The license was inactive on 12/06/17.
04/11/17	A General License (G65-02418) was issued for Vocational Rehabilitation Counselor at 826 East Charleston Boulevard. The license was inactive on 12/06/17.
09/15/18	A General License (G66-06641) was denied for a Cosmetological Establishment at 826 East Charleston Boulevard.

Pre-Application Meeting	
03/14/19	A pre-application meeting was conducted with the applicant to discuss submittal requirements for a Rezoning and Waiver applications.

Neighborhood Meeting
A neighborhood meeting was not required or held.

Field Check	
05/16/19	During a routine field check of the subject site, staff observed three well-maintained commercial structures. No trash or graffiti.

JAB

Details of Application Request	
Site Area	
Net Acres	0.45

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Properties	Office (820 Charleston Blvd) Office, Medical or Dental (826 Charleston Blvd) Office (830 Charleston Blvd)	C (Commercial)	P-R (Professional Office and Parking)
North	Bank	C (Commercial)	C-2 (General Commercial)
South	Single Family, Detached	L (Low Density)	R-1 (Single Family Residential)
East	Office	C (Commercial)	R-4 (High Density Residential)
West	Vacant	C (Commercial)	P-R (Professional Office and Parking)

Master and Neighborhood Plan Areas	***Compliance***
John S. Park Neighborhood Plan	Y
Special Area and Overlay Districts	***Compliance***
DTLV-O (Downtown Las Vegas Overlay) District – Area 2 (Founders District)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Width	100 Feet	180 Feet	Y
Min. Setbacks			
• Front	10 Feet	15 Feet	Y
• Side (East)	10 Feet	19 Feet	Y
• Side (West)	10 Feet	3 Feet	N*
• Rear	20 Feet	39 Feet	Y
Max. Lot Coverage	50 %	24 %	Y
Max. Building Height	15 Feet at setback	Single Story	Y

*The applicant is applying for a Waiver (WVR-76111).

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Planned Streets and Highways Map	100	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	*Gross Floor Area or # of Units*	*Required*			*Provided*		*Compliance*
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Medical	1,222 SF	1 space per 200 SF	7				
General Retail Store, Other Than Listed	2,783 SF	1 space per 175 SF	16				
TOTAL SPACES REQUIRED			23		24		Y
Regular and Handicap Spaces Required			22	1	23	1	Y

JAB

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Rezoning

Project Address (Location) 820, 826, & 830 E Charleston Blvd (Charleston & 10th, near SWC)

Project Name Charleston & 10th, SWC **Proposed Use** Office/ Retail

Assessor's Parcel #(s) 162-03-511-026, 027 & 028 **Ward #** 3

General Plan: Existing Commercial Proposed N/A **Zoning:** Existing P-R Proposed C-1

Additional Information

Property Owner Alberto E & Mericia G Achaval Contact

Address 830 E Charleston Blvd City Las Vegas State NV Zip 89104

E-mail drachaval@gmail.com Phone

Applicant Alberto E & Mericia G Achaval Contact

Address 830 E Charleston Blvd City Las Vegas State NV Zip 89104

E-mail drachaval@gmail.com Phone

Representative G.C. Garcia, Inc Contact Doug Rankin

Address 1055 Whitney Ranch Dr, Suite 210 City Henderson State NV Zip 89014

E-mail acole@gcgarciainc.com Phone 702-435-9909

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 Alberto Achaval

STATE of NEVADA COUNTY of CLARK

Subscribed and sworn before me

This 12th day of MARCH, 20 19 BY ALBERTO E ACHAVAL.

Notary Public in and for said County and State

RICARDO AYALA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 6-22-2020
Certificate No: 12-8060-1

PRJ-76067
05/07/19

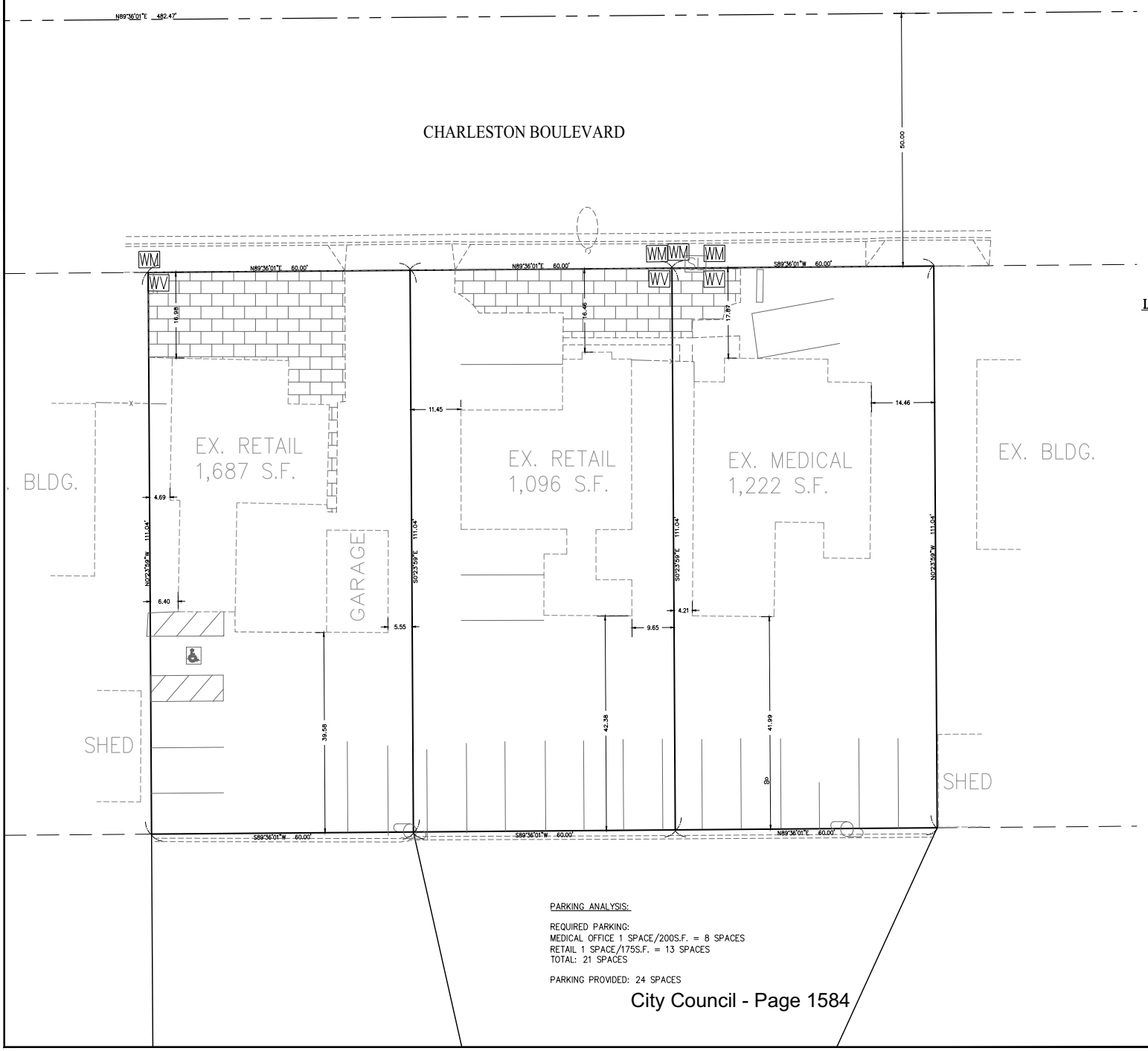
GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 ft.

BASIS OF BEARING

SOUTH 01°11'34" WEST – BEING THE EAST LINE OF THE NORTHWEST QUARTER (N1/4) OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 03, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.M., AS SHOWN IN FILE 159 OF SURVEYS, PAGE 98, CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA.



PARKING ANALYSIS:

REQUIRED PARKING:
MEDICAL OFFICE 1 SPACE/200S.F. = 8 SPACES
RETAIL 1 SPACE/175S.F. = 13 SPACES
TOTAL: 21 SPACES

PARKING PROVIDED: 24 SPACES

LEGEND:

- BOUNDARY LINE
- SECTION LINE
- CENTERLINE
- ADJACENT PROPERTY LINE
- EDGE OF PAVEMENT
- EASEMENT LINE
- BUILDING LINE
- BUILDING SETBACK LINE
- BLOCK WALL
- FENCE
- NOTHING FOUND OR SET
- FOUND MONUMENT AS DESCRIBED
- SQ.FT. SQUARE FEET
- APN ASSESSOR'S PARCEL NUMBER
- O.R. OFFICIAL RECORDS
- B.S.L. BUILDING SETBACK LINE
- (R) RADIAL LINE
- TRAFFIC SIGNAL
- SL STREET LIGHT BOX
- TS TRAFFIC SIGNAL BOX
- WM WATER METER
- W WATER BACKFLOW DEVICE
- WV RPPA
- GM GAS METER
- GV GAS VAULT
- TEL TELEPHONE VAULT
- TV TV BOX
- E ELECTRIC MANHOLE
- G GAS STUB
- B BOLLARD
- EM ELECTRIC METER
- EB ELECTRIC BOX
- EL ELECTRIC PANEL
- EV ELECTRIC VAULT
- T TRANSFORMER
- WATER VALVE
- CLEAN OUT
- S SEWER MANHOLE
- FH FIRE HYDRANT
- AREA LIGHT
- STREET LIGHT
- SIGNS
- GATE
- HANDICAP
- V VAULT
- SIGN
- UM UTILITY METER
- COLUMN
- P DRAIN PIPE
- D STORM DRAIN

RBJ-76067
05/07/19

City Council - Page 1584

No.	DATE	REVISIONS	APP'D

PREPARED FOR :
A&M CHIROPRACTIC

DATE	03/14/19
DESIGN	LEY
DRAWN	LEY
CHECK	DT
SCALE	NOTED

BAUGHMAN & TURNER, INC.
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
1210 HINSON STREET LAS VEGAS, NEVADA 89102
PHONE:(702) 870-8771 FAX:(702) 878-2695

SITE SURVEY
SECTION 03, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B.& M. NEVADA
CLV
APN 162-03-511-026, 027 & 028

SHEET 1 OF 1
PROJ. NO. A209

Charleston & 10th, SWC
Existing Elevations Exhibit

GCGARCIA
A Planning & Development Services Corporation
March 2019

BUILDING 3



NORTH


EAST

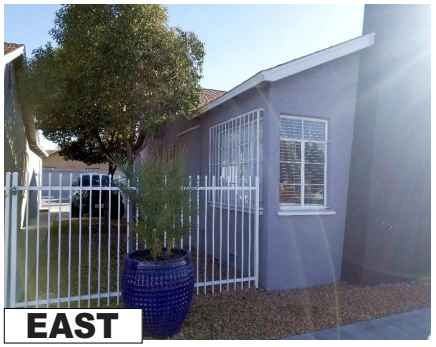

WEST


SOUTH

BUILDING 2



NORTH


EAST


WEST



SOUTH

BUILDING 1



NORTH


EAST


WEST



SOUTH



ZON-76110 [PRJ-76067] - REZONING RELATED TO WVR-76111 - APPLICANT/OWNER: ALBERTO E. & MERICIA G. ACHAVAL
820, 826 AND 830 EAST CHARLESTON BOULEVARD

05/16/2019



ZON-76110 [PRJ-76067] - REZONING RELATED TO WVR-76111 - APPLICANT/OWNER: ALBERTO E. & MERICIA G. ACHAVAL
820, 826 AND 830 EAST CHARLESTON BOULEVARD

05/16/2019

March 21, 2019

Robert Summerfield, Director
Planning Department
City of Las Vegas
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter: 820, 826 & 830 E. Charleston;
Request for a Zone Change from P-R to C-1 with Waivers
APNs#: 162-03-511-026, -027 & -028

Dear Mr. Summerfield:

On behalf of our clients, Alberto & Mericia Achaval, please accept this letter for an application for a Zone Change with Waivers for existing structures on three parcels located on the south side of Charleston Blvd and west of 10th Street, at 820, 826 & 830 E. Charleston Blvd (APNs# 162-03-511-026, -027 & -028). The request is to rezone the property from Professional Office (P-R) zoning to Commercial, Limited (C-1).

The site consists of three parcels on 0.45 +/- net acres that has Commercial (C) land use and Professional Office (P-R) zoning. The site contains existing professional offices that were converted from homes. Our client's intent is to seek a zone change to Commercial, Limited (C-1) for all three parcels.

The adjacent parcels to the north have a land use of Commercial (C) and are zoned C-2. The parcels to the east and west have a land use of Commercial (C) and zoned R-4 and P-R respectively. The parcels to the south have a land use of Low Density Residential (L) and are zoned R-1.

The request for Commercial, Limited (C-1) zoning land use is consistent with the General Plan and the Vision 2045 Downtown Master Plan and is compatible with the surrounding properties. This site is located within the Founders District of the 2045 Downtown Master Plan As described in Appendix F Interim Downtown Las Vegas Development Standards of Title 19, "the Founders District is described as one of the most well-preserved residential neighborhoods in the region. The Huntridge Theater and Circle Park are remarkable examples of early Las Vegas architecture and urban design. Many of the houses, streets, and landscape features of this area are particularly notable examples of a classic inner ring American suburb. What is lacking are catered standards that are needed to preserve the character of the area. The integration of high capacity transit with a station at the northern portion of Huntridge Circle Park will catalyze a mixed-use transit-oriented development hub. Along Maryland Parkway and Charleston Boulevard many properties are underutilized and auto-oriented, presenting significant opportunities for corridor redevelopment that include mixed use residential, creative office space over ground floor retail, and community-oriented amenity spaces. The type and character of these developments will add a new dimension to

the neighborhood, while improving affordability, amenity, and overall quality of life for residents. Moderate density residential, both for sale and rental, with ground floor amenities especially at key intersections could create an attractive live/work/shop atmosphere. Pedestrian activity will be promoted through engagement by ground-floor restaurants, cafes and live/work units oriented towards the street. "

This request furthers the description of the Founders District by providing for zoning along Charleston Boulevard that in future will provide for opportunities for retail development that is not auto-oriented and yet still preserves the residential feel of the American suburb by maintaining existing site plan and elevations of the existing converted circa 1938 homes.

The applicant proposes to combine the three existing parcels into one parcel by means of a parcel map. This will provide for a more comprehensive site that will provide cross parking and cross access that functionally exist at the site today. Pursuant to Appendix F Interim Downtown Las Vegas Development Standards the conversion of the site to C-1 requires a waiver of Title 19 standards for the set yard setback for one of the existing buildings. The site provides 24 parking spaces where 21 will be required for conversion of two of the buildings from office uses to retail uses.

ZONING CLASSIFICATION: Request from Professional Office (P-R) to Commercial Limited (C-1)

The request for Commercial, Limited (C-1) zoning is consistent with the General Plan and the Vision 2045 Downtown Master Plan and is compatible with the surrounding properties. This site is located within the Founders District of the 2045 Downtown Master Plan as described in Appendix F Interim Downtown Las Vegas Development Standards of Title 19 and will further the Goal and Description of the District.

1. **The proposal conforms to the General Plan.**

   The Commercial, Limited (C-1) District is consistent with the Commercial category of the General Plan. (UDC 19.08.060).

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The requested change in zoning from P-R to C-1 is compatible with the surrounding lands uses of Commercial and Low Density Residential. This request furthers the description of the Founders District by providing for zoning along Charleston Boulevard that in future will provide for opportunities for retail development that is not auto-oriented and the goal for a historic neighborhood by maintaining existing site plan and elevations of the converted 1938 homes.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   The need for additional retail services within the Founders is critical at this time as it will provide for more transit-oriented development along Charleston.

PRJ-76067
05/07/19

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.**
   Charleston Boulevard is a high capacity primary arterial. The slight increase in traffic anticipated by the development request will not impact the capacity of Charleston Boulevard.

WAIVER; Request to allow a side yard setbacks of 4.69 feet where 10 feet is required

Per title 19 Appendix F Interim Downtown Las Vegas Development Standards a waiver is needed to allow a side yard setback of 4.69 feet where 10 feet is required on the west side of the westernmost existing building.

1. **The request does not exceed the prescribed limitations of the applicable provisions of this Title that specifically allow for a Waiver;**
   The request does not exceed the limitations of Title 19 as describe in Appendix F Interim Downtown Las Vegas Development Standards.

2. **Granting the Waiver will not be inconsistent with the spirit and intent of the General Plan;**
   The request waiver is consistent with the spirit and intent of the General Plan; specifically, the request furthers Policy 2.1.5 which encourages revitalization within the downtown area by providing for the relaxations of setback requirements.

3. **That one or more of the following conditions exist:**
   a. **There are special circumstances applicable to the property, such as size, shape, topography, location or surroundings and that the strict application of the Code requirement deprives the property of privileges enjoyed by other property in the vicinity and under the identical land use district classification;**
   b. **Granting the Waiver is necessary for the preservation and enjoyment of a substantial property right possessed by other property owners in the same vicinity and land use district and is denied to the property for which the Waiver is sought;**
   c. **The Waiver will not be materially detrimental to the public health, safety, or general welfare, or injurious to the property or improvements in the vicinity and land use district in which the property is located; or**
      Granting of this waiver for a reduction in setbacks for an existing building will not be detrimental to the public health, safety or general welfare as demonstrated by the fact the condition has existed for many years with no negative impact to the surround properties.
   d. **Granting the Waiver does not constitute a special privilege inconsistent with the limitations upon other properties in the vicinity and land use district in which the property is located.**
      Within the Downtown area of the City of Las Vegas this waiver has been granted many times and as such granting this waiver will not provide for a special privilege to this property.

PRJ-76067
05/07/19

SUMMARY JUSTIFICATION:
The requested Zone Change and Waiver will meet the plans and policies of the City and help serve the area. It will allow for a change to a more compatible use.

The proposed use of the property, which is located along a primary arterial, has existing infrastructure and easy access to major roadways. It adds to the tax base, creates jobs, and provides additional services not currently available to the area.

We would appreciate your favorable consideration of this project. Should you have any questions or concerns regarding this request, please contact this office.

Sincerely,

Doug Rankin, AICP
Planning Manager

PRJ-76067
05/07/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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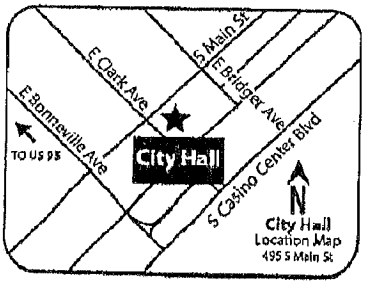

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76110 and WVR-76111 [PRJ-76067]
City Council Meeting of **AUGUST 7, 2019**

PRJ-76067
13934810099
M A X T O O L L C
BROWN JAMES J & LAURA B FAM TR
9450 S POLARIS AVE
LAS VEGAS NV 89139-8311

Submitted after final agenda

Date 8/1/19 Item 85-86

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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JUN 20
Dept of Planning
City of Las Vegas

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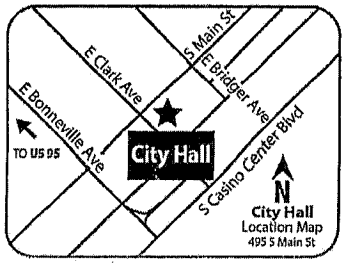

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76110 and WVR-76111 [PRJ-76067]

Planning Commission Meeting of **06/25/2019**

PRJ-76067_1
16203511018
R & A TRUST ETAL
RIPP RONALD RAYMOND TRS
823 PARK PASEO
LAS VEGAS NV 89104-1533

Submitted after final agenda

31-32P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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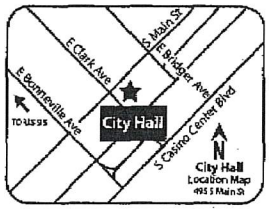

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-76110 and WVR-76111 [PRJ-76067]
Planning Commission Meeting of **06/25/2019**

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16203515073
LUK DIANA A & KAYE C
10313 POMPEI PL
LAS VEGAS NV 89144

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JUN 24 2019
Dept of Planning
City of Las Vegas

131 ORDFNP1 89144

06/24/2019 14:59 091-702-9148984 LUK PAGE 03

31-32P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76110 and WVR-76111 [PRJ-76067]
Planning Commission Meeting of **06/25/2019**

PRJ-76067_1
16203513001
CHARLESTON BAZAR L L C
5395 S POLARIS AVE #100
LAS VEGAS NV 89118-2456

31-32A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Permit No. 1630

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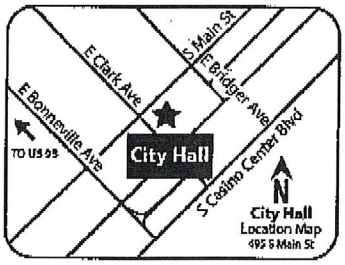

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City of Las Vegas

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-76110 and WVR-76111 [PRJ-76067]
Planning Commission Meeting of **06/25/2019**

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16203512001
CHARLESTON BAZAR L L C
5395 S POLARIS AVE #100
LAS VEGAS NV 89118-2456

31-32A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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ZON-76110 and WVR-76111 [PRJ-76067]
Planning Commission Meeting of **06/25/2019**

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16203513003
JOSEPHS FAMILY L P
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

31-32A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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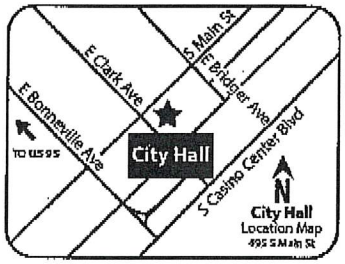

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City of Las Vegas

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-76110 and WVR-76111 [PRJ-76067]
Planning Commission Meeting of **06/25/2019**

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16203513002
CHARLESTON BAZAR L L C
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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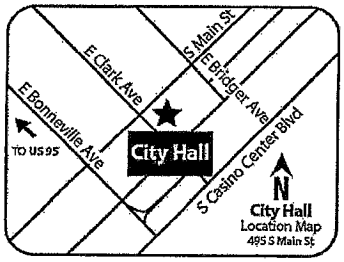
Official Notice of Public Hearing



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Dept of Planning
City of Las Vegas

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☑ I SUPPORT this Request

☐ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-76110 and WVR-76111 [PRJ-76067]
Planning Commission Meeting of **06/25/2019**

PRJ-76067_1
13934810044
SAKEN JOEL PROPERTIES L L C
%J SAKEN MGT
7360 ATOLL AVE
NORTH HOLLYWOOD CA 91605

98 DRDFNP1 91605

31-32A

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
86

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
WVR-76111 - WAIVER RELATED TO ZON-76110 - PUBLIC HEARING - APPLICANT/OWNER: ALBERTO E. & MERICIA G. ACHAVAL - For possible action on a request for a Waiver TO ALLOW A FOUR-FOOT SIDE YARD SETBACK WHERE 10 FEET IS REQUIRED on 0.45 acres at 820, 826 and 830 East Charleston Boulevard (APN 162-03-501-007), P-R (Professional Office and Parking) Zone [PROPOSED: C-1 (Limited Commercial)], Ward 3 (Diaz) [PRJ-76067]. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	5
City Council Meeting	0	City Council Meeting	1

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommends 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: August 7, 2019

Agenda Item No.:
87

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
ZON-76475 - REZONING - PUBLIC HEARING - APPLICANT/OWNER: JORGE CRUZ DIAZ - For possible action on a request for a Rezoning FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) on 0.57 acres at 400 West Owens Avenue (APN 139-22-403-003), Ward 5 (Crear) [PRJ-74190]. The Planning Commission (5-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	5
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (5-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Request for Abeyance Submitted by Edgar Montalvo - ZON-76475, SUP-76476 and SDR-76477 [PRJ-74190]
2. Location and Aerial Maps - ZON-76475, SUP-76476 and SDR-76477 [PRJ-74190]
3. Land Use Map
4. Conditions and Staff Report - ZON-76475, SUP-76476 and SDR-76477 [PRJ-74190]
5. Supporting Documentation - ZON-76475, SUP-76476 and SDR-76477 [PRJ-74190]
6. Photo(s) - ZON-76475, SUP-76476 and SDR-76477 [PRJ-74190]
7. Justification Letter - ZON-76475, SUP-76476 and SDR-76477 [PRJ-74190]
8. Submitted after Final Agenda - Protest Postcards
9. Backup Submitted at the June 25, 2019 Planning Commission Meeting

July 17, 2019

TO: Steve Swanton, AICP
Senior Planning
City of Las Vegas Department of Planning | Case Planning Division

APPLICATION ABEYANCE REQUEST

RE: [PRJ-74190] ZON-76475, SUP-76476 and SDR-76477

To Whom It May Concern;

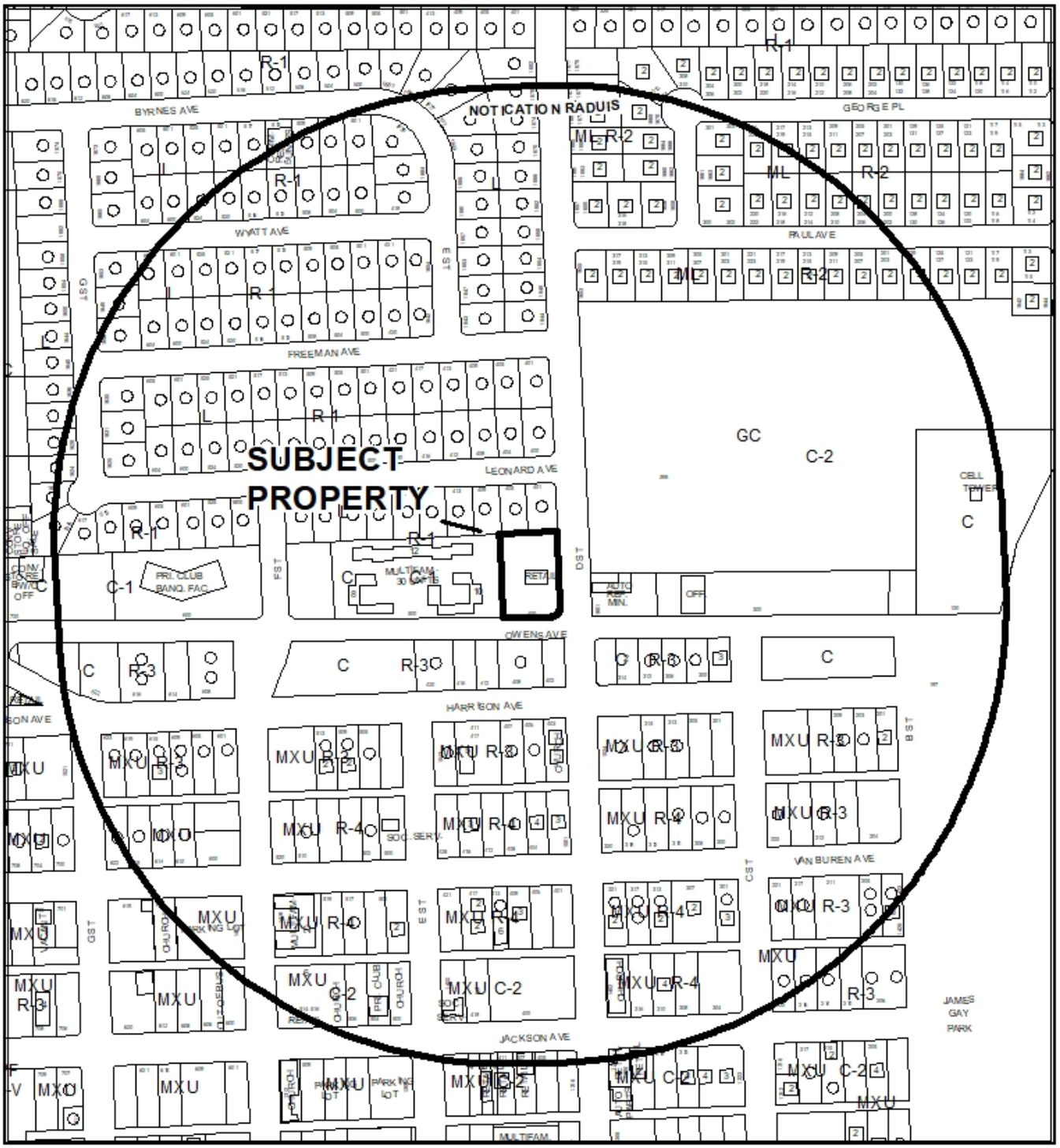
We would like to hold this application in the August 7th CC meeting to do some changes for better design this site.

We will like to have this item to be heard at the September 4th meeting, to have sufficient time in coordinating efforts between all parties involved in this project.

We thank you and have the certainty than you will help us to achieve our goal on making this project reality.
Sincerely

Edgar D Montalvo

RECEIVED 07.17.19

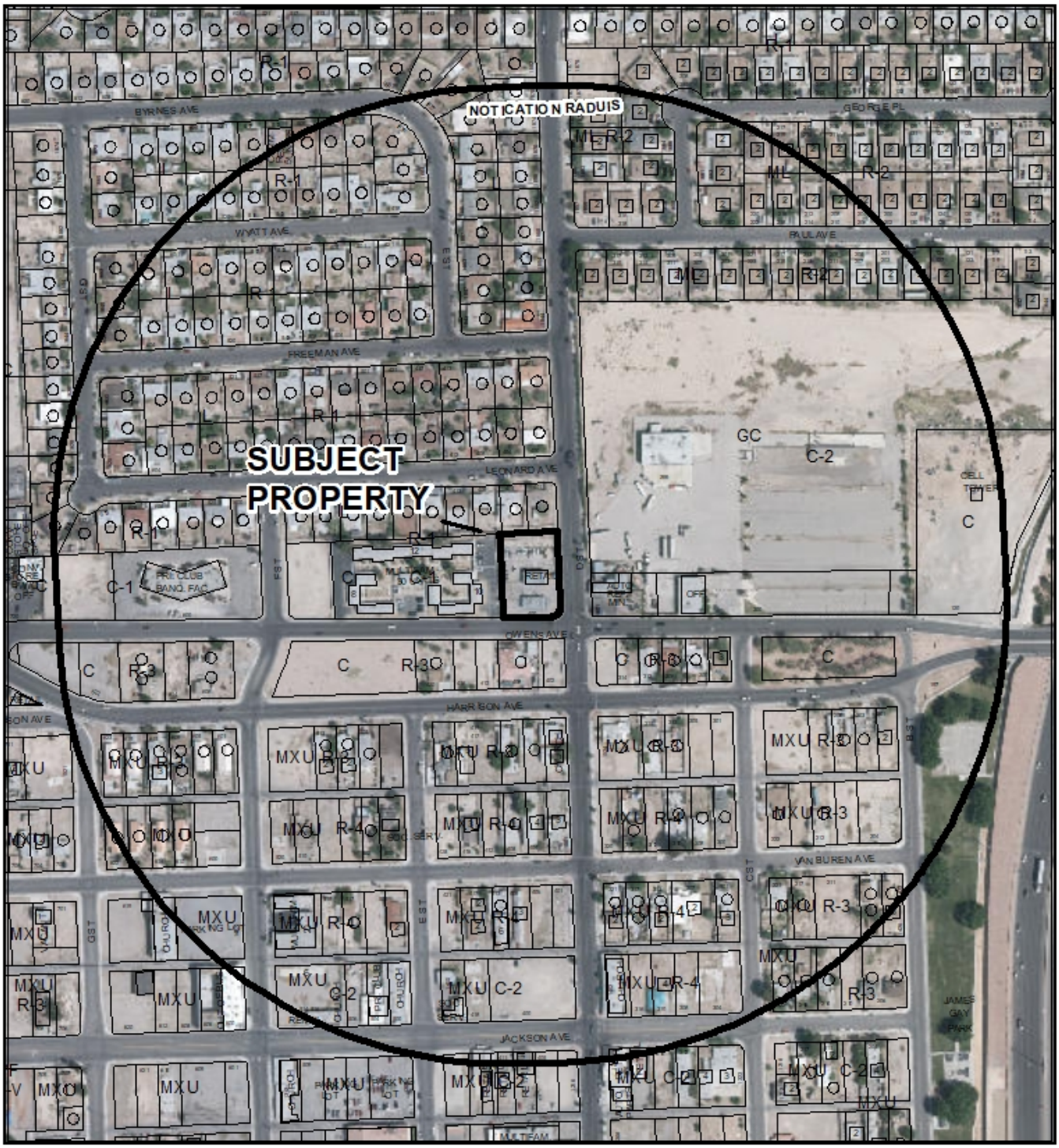


CASE: **ZON-76475, SUP-76476, SDR-76477 (PRJ-74190)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)



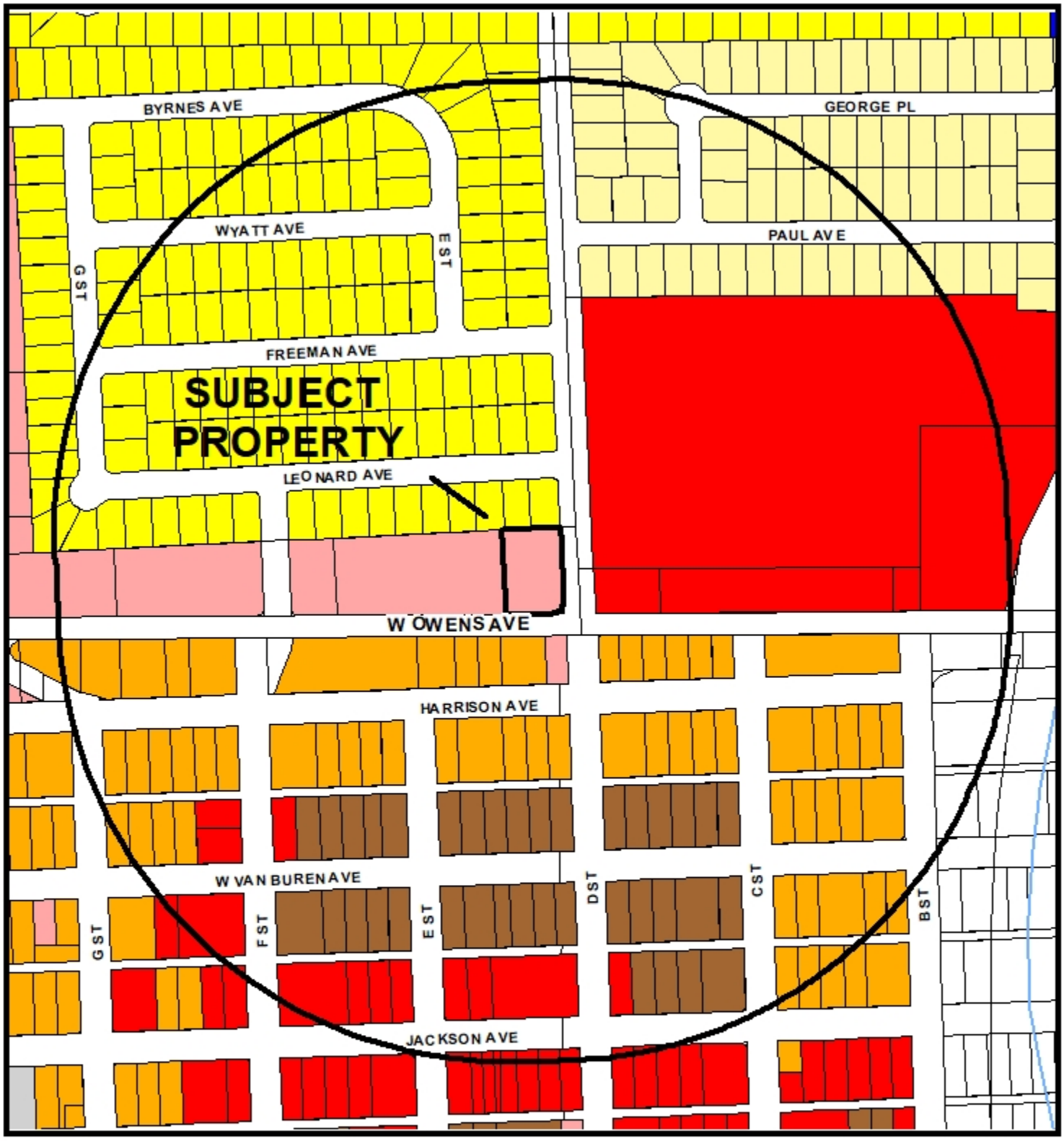
CASE: **ZON-76475, SUP-76476, SDR-76477 (PRJ-74190)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

PROPOSED ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

ZON-76475



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
- TS-N - TS Neighborhood
- TS-M - TS Maker
- TS-MS Main Street
- TS-C - TS Corridor
- T6-UG - Urban General
- 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-PS - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development

FROM C-1 TO C-2

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.
703.336.6301

Date: Thursday, May 9, 2019

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: JORGE CRUZ DIAZ

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
ZON-76475	Staff recommends DENIAL.	
SUP-76476	Staff recommends DENIAL, if approved subject to conditions:	ZON-76475
SDR-76477	Staff recommends DENIAL, if approved subject to conditions:	ZON-76475 SUP-76476

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED
286 - ZON-76475 and SUP-76476 (By City Clerk)
286 - SDR-76477 (By City Clerk)

PROTESTS
0 - ZON-76475 and SUP-76476
0 - SDR-76477

APPROVALS
5 - ZON-76475 and SUP-76476
5 - SDR-76477

SS

** CONDITIONS **

SUP-76476 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Auto Repair Garage, Major use.

2. Approval of a Rezoning (ZON-76475) and approval of and conformance to the Conditions of Approval for a Site Development Plan Review (SDR-76477) shall be required.

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.

SDR-76477 CONDITIONS

Planning

1. Approval of a Rezoning (ZON-76475) and approval of and conformance to the Conditions of Approval for Special Use Permit (SUP-76476) shall be required, if approved.

2. The site plan shall indicate a minimum six-foot solid wall adjacent to the residential properties to the north in conformance to Title 19.08.040.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All development shall be in conformance with the site plan and landscape plan date stamped 07/11/19 and building elevations date stamped 05/07/19, except as amended by conditions herein.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A 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 one 24-inch shade tree at the end of each parking row.

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. Remove all substandard public street improvements and unused driveway cuts adjacent to this site and replace with new improvements meeting current City Standards concurrent with development of this site. Correct all Americans with Disabilities Act (ADA) deficiencies, if any, on the sidewalk along “D” Street and Owens Avenue adjacent to this site in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. All existing paving damaged or removed by this development shall be restored at its original location and to its original width concurrent with development of this site.

11. The driveway on “D” Street shall be egress only and the driveway width shall be approved by the City Traffic Engineer.

12. Landscape and maintain all unimproved rights-of-way, if any, 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.

13. 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.

14. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits or the submittal of a map for this site, whichever may occur first. Provide and improve all drainage ways as recommended.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing to add 2,053 square feet to an existing 1,050 square-foot commercial building at 400 West Owens Avenue for the purposes of a proposed major auto repair garage. The site has previously been used for automotive parts and repair uses.

ISSUES

- A revised site and landscape plan was submitted on July 11, 2019 following the June 25, 2019 Planning Commission hearing. The revised plan addresses conditions of approval regarding access to "D" Street, a perimeter wall between the site and adjacent residential property and provision of additional parking lot landscaping. Parking lot landscaping now conforms to Title 19.08.110. Additional 24-inch box screening trees were added along the north perimeter, and a six-foot decorative block wall is proposed on the north property line adjacent to residential property in accordance with Condition #2. The driveway providing access to "D" Street is now labeled as egress only in conformance with Condition #11.
- The Planning Commission requested that the applicant hold a neighborhood meeting prior to the City Council hearing. A neighborhood meeting was scheduled for August 6, 2019 at the West Las Vegas Library.
- A Rezoning has been requested from C-1 (Limited Commercial) to C-2 (General Commercial) in order to allow a proposed Auto Repair Garage, Major use at this location. Staff recommends denial.
- An Auto Repair Garage, Major use is conditionally permitted in the C-2 zoning district. However, as the use would be adjacent to property zoned R-1 (Single Family Residential), a Special Use Permit is required.
- Per Public Works condition of approval, the driveway on "D" Street shall be egress only and the driveway width shall be approved by the City Traffic Engineer.
- In accordance with Title 19.08.040, a condition of approval will require construction of a six-foot wall adjacent to the residential properties to the north where currently there is no screening.

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ANALYSIS

The subject property is zoned C-1 (Limited Commercial) and is located at the intersection of two main roadways ("D" Street and Owens Avenue) within the West Las Vegas Plan area. This zoning classification allows for most retail shopping and personal services, primarily at intersections of primary and secondary thoroughfares along the periphery of residential neighborhoods. The West Las Vegas Plan does not recommend changes to the zoning in this area, and the current zoning is consistent with the General Plan for this area. The parcel is located within the Las Vegas Redevelopment Area with a land use designation of C (Commercial), which remains appropriate for the Owens Avenue corridor.

Other than property to the east of "D" Street adjacent to Interstate 15, there are no other properties zoned C-2 in this area. The C-2 District is intended to allow for retail, service, automotive, wholesale, office and other general business uses of an intense character. West of "D" Street, the Berkley Square residential neighborhood is established to the north, and single family dwellings are still present to the south, although many lots are now vacant. The Hundred Plan, approved in 2016, includes the Historic West Las Vegas neighborhood to the south of this site and was incorporated into the planning strategies for Vision 2045 Downtown Las Vegas Master Plan. The Hundred Plan calls for infill of the vacant areas of the neighborhood with a variety of housing types, gardens and community open spaces. In particular, the vision for Owens Avenue includes three to four-story mixed-use commercial and office uses with townhome development as a buffer to the adjacent residential neighborhoods. Rezoning to C-2 would encourage more intense uses to locate on the periphery of these neighborhoods without adequate buffering from negative effects such as noise, odor and increased traffic.

The Auto Repair Garage, Major use is defined as,

> "A facility for the repair or reconditioning of any type of motorized vehicle, other than the types of repair and service authorized to be performed in a minor auto repair garage. This use includes a facility that provides collision services, including body, frame, or fender straightening, repair and painting of vehicles in an appropriate paint booth, and a facility that performs any repairs to vehicles with a gross vehicle weight over 10,000 pounds."

The applicant's justification letter does not provide details explaining specifically which services would be offered at the proposed facility, but engine installation and repair and transmission and differential installation and repair are typically performed, in addition to service of larger vehicles.

An Auto Repair Garage, Major use is permitted conditionally in the C-2 (General Commercial) zoning district. Pursuant to Title 19.12.070 for this use, Conditional Use Regulation Number 7 states that an Auto Repair Garage, Major use shall not be located adjacent to any property zoned R-E, R-D, R-1, R-SL or R-CL unless that property has been developed with a nonresidential use. As the use is proposed on property adjacent to a single family dwelling to the north that is zoned R-1 (Single Family Residential), pursuant to Title 19.12.040 a Special Use Permit is required. There are no Minimum Special Use Permit Requirements for this use.

The proposed expansion of the existing building would contain four new west-facing service bays for an overall total of five bays. The roof of the addition slopes down from 15 feet to approximately 10 feet in height moving northward, allowing conformance to residential adjacency standards. Parking will be in conformance with Title 19 standards and includes spaces under the existing canopy. The plan includes new landscape buffers on all sides but in particular a 10-foot buffer along the north side of the property. Several parking lot landscape trees are missing from the ends of parking rows, which could easily be provided within the proposed buffer areas. A condition of approval will require three additional parking lot trees to be provided to meet Title 19 requirements.

Currently there is no screen wall along the north edge of the property to buffer the use from residential development; currently, a chain link fence is set back about 37 feet from the property line but will be removed to allow placement of the building addition. Existing walls and fences are situated on the adjacent residential properties. Per Title 19.08.040, a minimum six-foot (opaque) perimeter wall is required adjacent to any residential zoning district. A condition of approval will require construction of this new wall.

Conditional use regulations for the Auto Repair Garage, Major use prohibit the use from locating adjacent to an R-1 designated property with a single family residential use. There are no physical characteristics of the site that warrant deviating from this regulation. Other than a power line easement, there is no existing buffer (like a major roadway) that intervenes between the subject property and residential property. Moreover, the C-1 zoning district already allows for the Auto Repair Garage, Minor use. As a zone change to C-2 would be incompatible with this area and a minor repair garage is already allowed in this location, staff recommends denial of the Rezoning and Special Use Permit requests, with conditions if approved.

The Department of Public Works has noted that access and circulation for this site allow for ingress and egress from Owens Avenue but egress only onto “D” Street. Therefore, the driveway width along “D” Street should be reduced below the 32 feet indicated on the site plan. A condition of approval has been added requiring egress only to “D” Street and City Engineer approval of an acceptable driveway width.

According to the Traffic Engineering section of Public Works, this project would add approximately 51 trips per day on Owens Avenue and "D" Street. Currently, Owens Avenue is at about 16 percent of capacity and "D" Street is at about 26 percent of capacity. With this project, these capacities are expected to remain unchanged. Based on Peak Hour use, this development will add into the area roughly seven additional cars, or about one every nine minutes.

The Las Vegas Valley Water District (LVVWD) has provided the following comment concerning the proposed development:

"This parcel is currently served by LVVWD but the service does not have the required backflow prevention per NAC 445A.67195. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing, fire flow availability and backflow retrofit."

FINDINGS (ZON-76475)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the proposed C-2 (General Commercial) zoning district would conform to the existing C (Commercial) General Plan designation on the subject parcel.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   The uses allowed in the C-2 zoning district would be compatible with the existing automotive related use to the east. However, such uses would not be compatible with existing residential development to the north and south of the site.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   West of "D" Street there are no properties zoned General Commercial, and properties along the north side of Owens Avenue are appropriately zoned C-1, which allows low intensity commercial and mixed use development. Rezoning the subject site to C-2 would encourage further encroachment of more intense commercial uses into the neighborhoods west of "D" Street.

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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.**

   "D" Street lacks full roadway improvements adjacent to this site; however, roadway capacity is very low at this time and not expected to increase significantly. Public Works will require narrowing of the existing driveway along "D" Street to discourage traffic conflicts.

FINDINGS (SUP-76476)

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 Auto Repair Garage, Major use is inappropriate for this location, given the potential to be a nuisance use to existing single family development to the north and south.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site can physically accommodate the Auto Repair Garage, Major use.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   "D" Street lacks full roadway improvements adjacent to this site; however, roadway capacity is very low at this time and not expected to increase significantly due to the proposed Auto Repair Garage, Major use. Public Works will require narrowing of the existing driveway along "D" Street to discourage traffic conflicts.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   The proposed Auto Repair Garage, Major use will be subject to licensing review and regular inspection so as to not compromise public health, safety and welfare. As a goal, the Las Vegas 2020 Master Plan states that "mature neighborhoods will be sustained and improved through appropriate and selective high quality redevelopment and preservation." Allowance of an Auto Repair Garage, Major at this location will not further this goal and will not contribute to the public welfare.

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5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed use will not meet Regulation 7 of the Conditional Use Regulations, which prohibits this use adjacent to property zoned R-E, R-D, R-1, R-SL or R-CL except where a nonresidential use is on that property. A Special Use Permit is therefore required. There are no minimum Special Use Permit requirements for the Auto Repair Garage, Major use in the C-2 (General Commercial) zoning district.

FINDINGS (SDR-76477)

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 major auto repair garage development, if approved, would be too intense of a use for the area west of "D" Street, which primarily consists of residential dwellings and low intensity commercial development on the periphery of the residential neighborhoods.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   The proposed development substantially conforms to Title 19 development standards. Conditions of approval address correctable deficiencies. The West Las Vegas Plan and General Plan suggest that the existing intensity of commercial development should remain. The West Las Vegas Neighborhood Plan Recommendation 6.3 encourages the development of neighborhood commercial, rather than more intense general commercial development in the area.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Circulation around the site is logical and will not negatively affect neighborhood traffic. Public Works recommends that access to "D" Street be for egress only and that the existing driveway width should be narrowed accordingly.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Building materials are appropriate for this area. Landscape materials are drought-tolerant. Additional trees are required at the ends of parking rows to meet Title 19 requirements and to provide additional shading.

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5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed building elevations consist of stucco exteriors and metal roll up doors. The elevations are sensitive to adjacent development, as the height of the building slopes down toward residential development, windows are provided facing "D" Street and service bays face a screened multi-family residential development.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   Site development is subject to building permit review and inspection, thereby securing the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
11/30/78	The Board of Zoning Adjustment approved a request for a Variance (V-0097-78) to allow a transmission repair shop in conjunction with a service station within a C-1 (Limited Commercial) zoning district where such use is not allowed at 400 West Owens Avenue. Staff recommended denial. The approval has expired.
01/26/89	The Board of Zoning Adjustment approved a request for a Variance (V-0158-88) to allow a transmission repair shop on property within a C-1 zoning district where such use is not allowed at 400 West Owens Avenue. Staff recommended approval. The approval expired 01/26/90.
08/07/02	The City Council approved a request for a Special Use Permit (U-0065-02) for a Car Wash, Full Service or Auto Detailing use at 400 West Owens Avenue. The Planning Commission recommended approval. The approval expired 10/30/07.
	The City Council approved a request for a Special Use Permit (U-0066-02) for an Auto Parts, Accessory Sales and Service use at 400 West Owens Avenue. The Planning Commission recommended approval. The approval expired 10/30/07.
08/10/06	The Planning Commission approved a request for a Site Development Plan Review (SDR-14769) for a proposed 1,792 square-foot addition to an existing contractor business and a waiver of perimeter landscaping requirements at 400 West Owens Avenue. Staff recommend approval. This entitlement was not exercised and expired 08/10/08.

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Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/25/19	The Planning Commission voted (5-1) to recommend DENIAL on the following requests: • Rezoning (ZON-76475) FROM: C-1 (LIMITED COMMERCIAL) TO: C-2 (GENERAL COMMERCIAL) • Special Use Permit (SUP-76476) FOR AN AUTO REPAIR GARAGE, MAJOR USE • Site Development Plan Review (SDR-76477) FOR THE PROPOSED 2,053 SQUARE-FOOT EXPANSION OF AN EXISTING 1,050 SQUARE-FOOT BUILDING on 0.57 acres at 400 West Owens Avenue (APN 139-22-403-003), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 5 (Crear) [PRJ-74190].

Most Recent Change of Ownership	
02/01/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
12/20/62	A building permit (#14757) was issued for a service station with canopy at 400 West Owens Avenue. The permit was finalized on 03/14/63.
10/09/98	A business license (#C25-03587) was issued for a contractor at 400 West Owens Avenue. The license was marked out of business on 09/10/13.
01/31/19	Application (G67-00763) was made for a business license for a minor auto repair garage at 400 West Owens Avenue. Department of Planning staff denied its review, as a Special Use Permit is required for this use in the C-1 (Limited Commercial) zoning district. The application was voided 02/06/19.

Pre-Application Meeting	
08/15/18	A pre-application meeting was held with the applicant to discuss submittal requirements for Special Use Permit and Site Development Plan Review applications for a Minor Auto Repair Garage.
04/25/19	After following up with the applicant, staff learned the requested use had changed to Auto Repair Garage, Major, which would require a Rezoning and a Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/16/19	The site contains a vacant commercial building with a detached canopy structure situated along the Owens Avenue frontage. The rear of the site is screened by a wrought iron fence covered with mesh material. The site was clean and well maintained. The site backs up to the rear yards of two single family dwellings.

Details of Application Request	
Site Area	
Net Acres	0.57

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Vacant	C (Commercial)	C-1 (Limited Commercial)
North	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family, Detached	C (Commercial)	R-3 (Medium-Density Residential)
	Undeveloped		C-1 (Limited Commercial)
East	Undeveloped	GC (General Commercial)	C-2 (General Commercial)
	Auto Repair Garage, Minor	C (Commercial)	
West	Multi-Family Residential	C (Commercial)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
West Las Vegas Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (140 Feet/175 Feet)	Y

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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 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	24,829 SF	N/A
Min. Lot Width	100 Feet	131 Feet	Y
Min. Setbacks			
• Front	10 Feet	15 Feet	Y
• Side	10 Feet	60 Feet	Y
• Corner	10 Feet	27 Feet	Y
• Rear	20 Feet	41 Feet	Y
Max. Lot Coverage	50 %	19 %	Y
Max. Building Height	Limited by Residential Adjacency	16 Feet (canopy is 22 feet)	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.08.040 the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	45 Feet	89 Feet	Y
Adjacent development matching setback	15 Feet	41 Feet	Y
Trash Enclosure	50 Feet	95 Feet	Y

Existing Zoning	*Permitted Density*	*Units Allowed*
C-1 (Limited Commercial)	N/A	N/A
Proposed Zoning	***Permitted Density***	***Units Allowed***
C-2 (General Commercial)	N/A	N/A
General Plan	***Permitted Density***	***Units Allowed***
C (Commercial)	N/A	N/A

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Pursuant to Title 19.08, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North • South • East • West	 1 Tree / 20 Linear Feet 1 Tree / 20 Linear Feet 1 Tree / 30 Linear Feet 1 Tree / 20 Linear Feet	 6 Trees 4 Trees 6 Trees 8 Trees	 13 Trees 4 Trees 8 Trees 8 Trees	 Y Y Y Y
TOTAL PERIMETER TREES		**24 Trees**	**33 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	5 Trees	5 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East • West	 8 Feet 15 Feet 15 Feet 8 Feet		 10 Feet 15 Feet 15 Feet 8 Feet	 Y Y Y Y
Wall Height	6 to 8 Feet Adjacent to Residential		6 Feet proposed along north PL	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Owens Ave	Primary Arterial	Master Plan of Streets and Highways Map	49	Y*
"D" Street	Minor Collector	Title 13	55	N

*Special Design Roadway – one-way couplet with Harrison Avenue

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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	
Auto Repair Garage, Major	3,103 SF	5 spaces, plus 1 per 200 SF GFA	21				
TOTAL SPACES REQUIRED			21		21		Y
Regular and Handicap Spaces Required			20	1	20	1	Y
Loading Spaces	3,103 SF	Less than 10,000 SF GFA	1		1		Y

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DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) SPECIAL USE PERMIT

Project Address (Location) 400 W OWENS AVE

Project Name 400 OWENS SUP **Proposed Use** AUTO REPAIR - MAJOR

Assessor's Parcel #(s) 139-22-403-003 **Ward #** 5 - Cedric Crear

General Plan: Existing 1,050.00 Proposed 3,012.00 **Zoning:** Existing C-1 Proposed C-1

Additional Information

Property Owner DIAZ JORGE CRUZ Contact

Address 2321 E WILSON AVE City LAS VEGAS State NV Zip 89101

E-mail Phone

Applicant EDGAR DE MONTALVO Contact

Address 2209 TOSCA ST 8-101 City LAS VEGAS State NV Zip 89128

E-mail comments@xpconsult.net Phone 702-479-8664

Representative EDGAR DE MONTALVO Contact

Address 2209 TOSCA ST 8-101 City LAS VEGAS State NV Zip 89128

E-mail comments@xpconsult.net Phone 702-479-8664

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 x Jorge Diaz

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name x JORGE CRUZ DIAZ

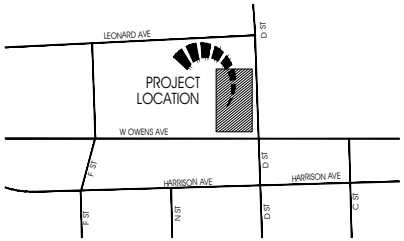
Subscribed and sworn before me

This 07 day of MAY , 20 19

Notary Public in and for said County and State

ROBERTO MORALES RIOS
Notary Public State of Nevada
No. 14-15042-1
My Appt. Exp. September 13, 2022

PRJ-74190
05/08/19



1 VICINITY PLAN
NTS

CODE ANALYSIS
PROJECT DATA

A.P.N. :	139-22-403-003
ACREAGE :	0.57 ACRES
ZONING :	LIMITED COMMERCIAL DISTRICT (C-1)
SEISMIC ZONE :	D
TYPE OF CONSTRUCTION :	V - B
BUILDING DEPARTMENT :	LAS VEGAS
FIRE SPRINKLERS:	NO
MAX. HEIGHT ALLOWED:	EXISTING BUILDING
MAX. STORIES ALLOWED:	EXISTING BUILDING
EXISTING FLOOR AREA:	1050.00 SF
DISPLAY SPACES:	6 SPACES
OCCUPANCY CALCULATION:	28 Occupants

PARKING REQUIRED:

PARKING ANALYSIS

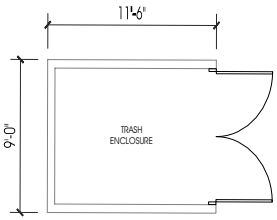
BASIS OF DESIGN
19.12.070 PERMISSIBLE USE DESCRIPTIONS AND APPLICABLE CONDITIONS AND REQUIREMENTS
AUTO REPAIR GARAGE, MAJOR
ON-SITE PARKING REQUIREMENT: FIVE SPACES, PLUS ONE SPACE FOR EACH 200 SQUARE FEET OF GROSS FLOOR AREA.

GROSS FLOOR AREA OF EXISTING BUILDING = 25'0" x 42'0" = 1050.00 SF
GROSS FLOOR AREA OF BUILDING ADDITION = 48'10.5" x 42'0" = 2052.75 SF
TOTAL PARKING REQUIRED= 1050.00 SF + 2052.90 SF = 3102.84 SF
3102.75 SF : 200 SF = 15.51 :. 16
5 + 16 = 21 SPACES

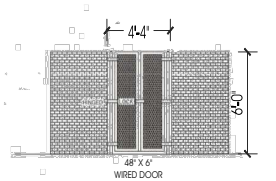
HANDICAP PARKING REQUIREMENTS (TABLE 1 - HANDICAP PARKING REQUIREMENTS 19.18.030(D)
TOTAL NUMBER OF REQUIRED PARKING SPACES — NUMBER OF HANDICAPPED PARKING SPACES REQUIRED
1 TO 25 — 1

TOTAL PARKING REQUIRED= 21 SPACES
TOTAL PARKING PROVIDED= 21 SPACES
TOTAL HANDICAPPED PARKING REQUIRED= 1 SPACE
TOTAL HANDICAPPED PARKING PROVIDED= 1 SPACE

BUILDING CODES : 2012 IBC, UMC, UPC, IECC, IRC, ISPSC, 2011 NEC, 2009 IFC AND SOUTHERN NEVADA AMENDMENTS.



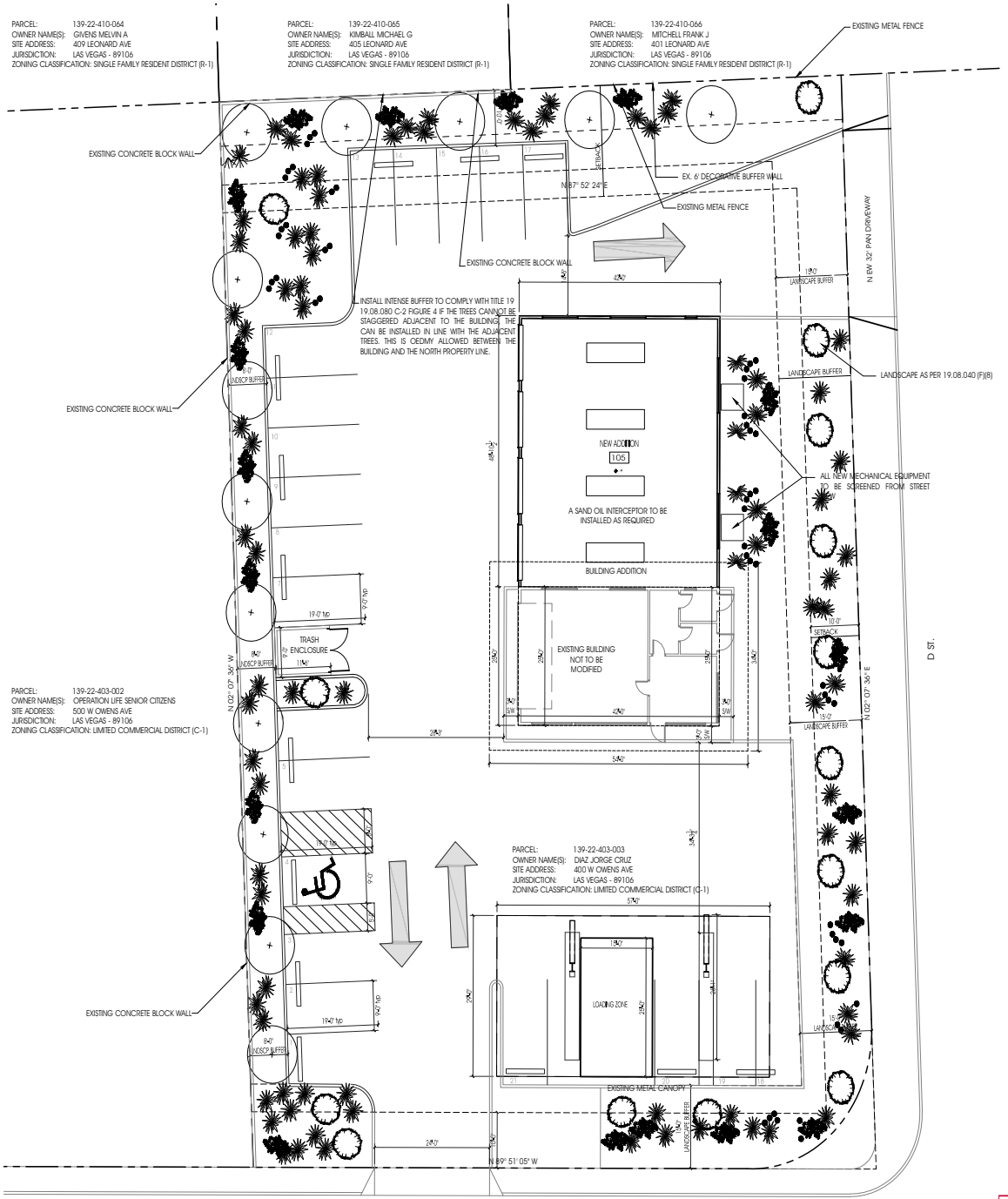
3 TRASH ENCLOSURE
1/4"=1'-0"



4 GATE DETAIL
1/4"=1'-0"

ARCHITECTURAL PLANS

A101	SITE/LANDSCAPE PLAN
A201	AS BUILT AND NEW FLOOR PLAN
A301	SOUTH AND NORTH ELEVATIONS
A302	EAST AND WEST ELEVATIONS



2 SITE PLAN AS PER APPROVED SPECIAL USE PERMIT LAND USE APPLICATION
3/32"=1'-0"

THE TREES AND SHRUBS INDICATED FOR THIS PROJECT ARE IN COMPLIANCE WITH THE SOUTHERN NEVADA REGIONAL PLANNING COALITION REGIONAL PLANT LIST.

LANDSCAPING LEGEND — ALL THE LANDSCAPING MOST COMPLIANT WITH TITLE 30 STANDARDS.

SYMBOL	DESIGNATION	SIZE
	RED YUCCA	5 GAL
	PETITE PINK OLEANDER	5 GAL
	FESTUCA OVINA GLAUCA	16 GAL @ 18" O.C.
	RED PUSH PISTACHE	24" BOX (LARGE)
	MONDELL/AFAGHAN PINE	24" BOX (LARGE)

PRJ-74190
05/07/19

TITLE SITE/LANDSCAPE PLAN
PROJECT 400 OWENS SUP
ADDRESS 400 OWENS AVE
LAS VEGAS, NV, 89106
APN 139-22-403-003

REVISIONS

SEAL

DRAWN BY: EDM
DESIGNED BY: EDM
STATUS: IN PROCESS
DATE: 04 25 2019
PROJECT NO. 1824-OWN
SCALE AS NOTED

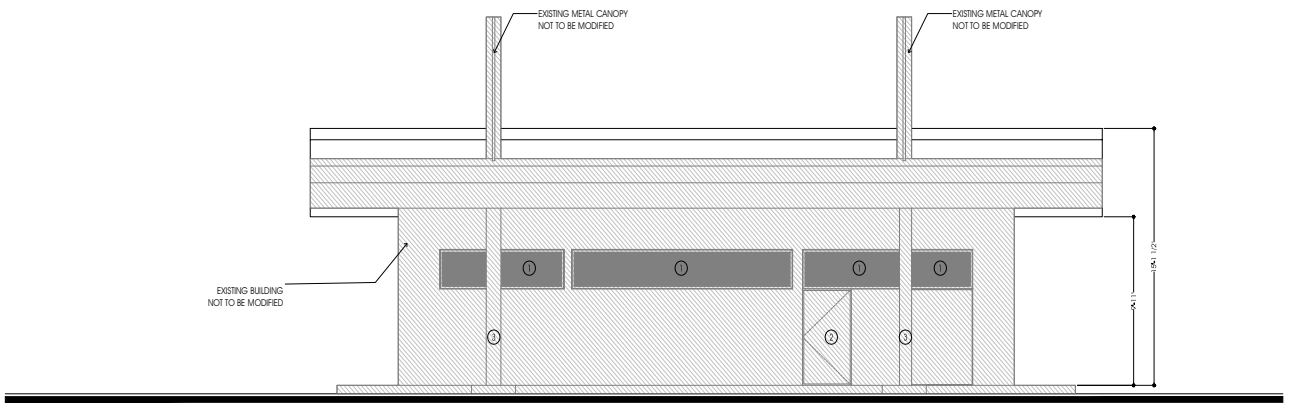
A101

LEGEND

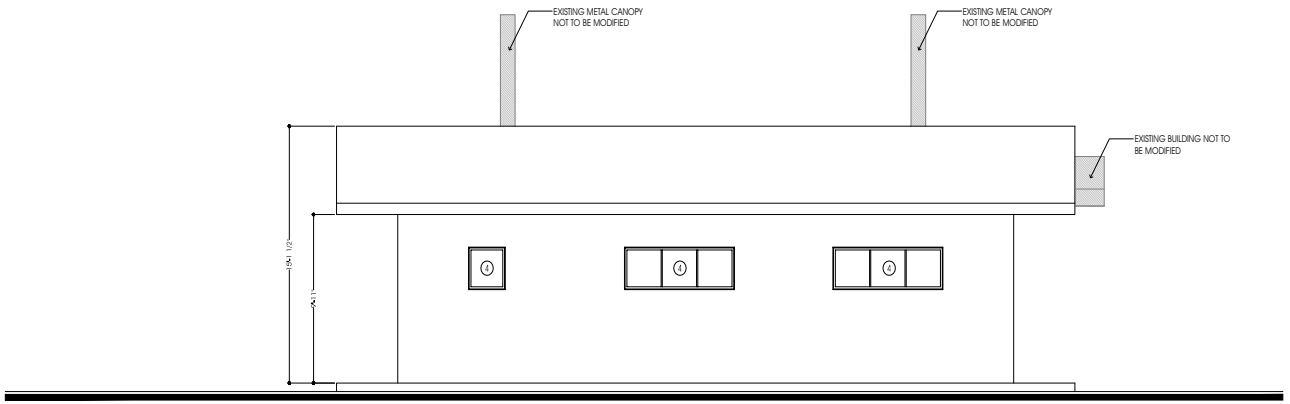
(0) → KEY NOTE ELEVATION

KEY NOTES

1. EXISTING WINDOW.
2. EXISTING DOOR.
3. EXISTING COLUMN.
4. EXISTING WINDOW TO BE RELOCATE.
5. NEW DOOR.
6. NEW WINDOW.
7. NEW METAL FLASHING.



1 SOUTH ELEVATION
1/4" = 1'-0"



2 NORTH ELEVATION
1/4" = 1'-0"

TITLE SOUTH AND NORTH ELEVATIONS

PROJECT 400 OWENS SUP

ADDRESS 400 OWENS AVE
LAS VEGAS, NV, 89106
APN 139-22-403-003

REVISIONS

SEAL

DRAWN BY: EDM
DESIGNED BY: EDM
STATUS: IN PROCESS
DATE: 04 25 2019
PROJECT NO. 1824-OWN
SCALE: AS NOTED

PRJ-74190
05/07/19

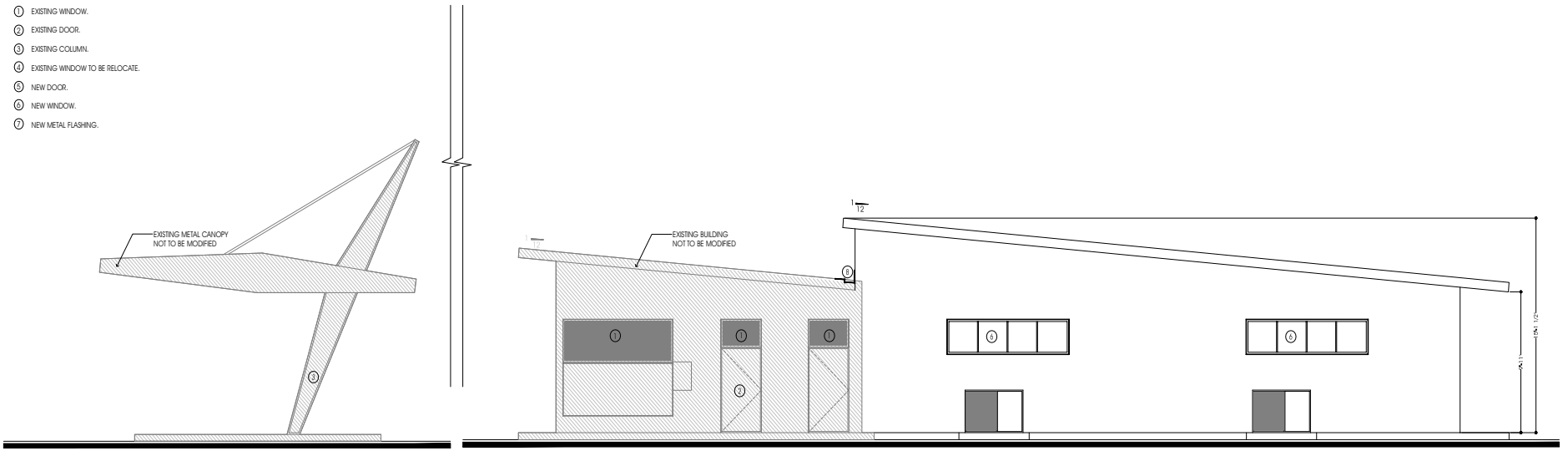
A301

LEGEND

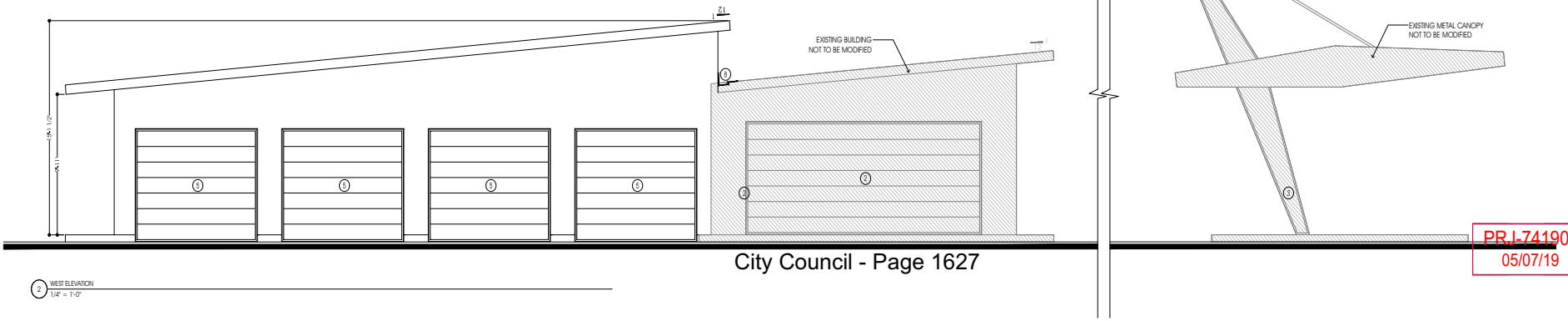
(0) KEY NOTE ELEVATION

KEY NOTES

1. EXISTING WINDOW.
2. EXISTING DOOR.
3. EXISTING COLUMN.
4. EXISTING WINDOW TO BE RELOCATE.
5. NEW DOOR.
6. NEW WINDOW.
7. NEW METAL FLASHING.



1 EAST ELEVATION
1/4" = 1'-0"



2 WEST ELEVATION
1/4" = 1'-0"

TITLE EAST AND WEST ELEVATIONS

PROJECT 400 OWENS SUP

ADDRESS 400 OWENS AVE
LAS VEGAS, NV, 89106
APN 139-22-403-003

REVISIONS

SEAL

DRAWN BY: EDM
DESIGNED BY: EDM
STATUS: IN PROCESS
DATE: 04 25 2019
PROJECT NO. 1824-OWN
SCALE: AS NOTED

PRJ-74190
05/07/19

A302

LEGEND

EXISTING WALL

NEW WALL 6"

KEY NOTE FLOOR

KEY NOTE ELEVATION

INDICATES ROOM/SPACE NO.

INDICATES ROOM/SPACE NAME.

ROOM/SPACE NUMBER

INDICATES ELEVATION NO.

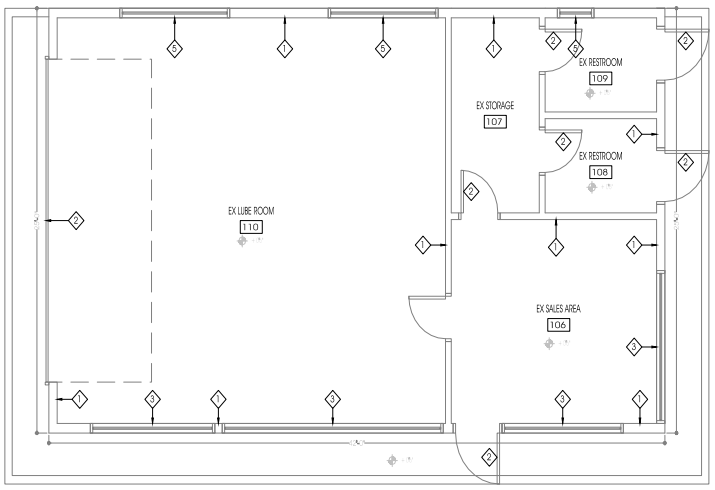
INDICATES DRAWING SHEET NO. ON WHICH ELEVATION IS SHOWN

ELEVATION MARK

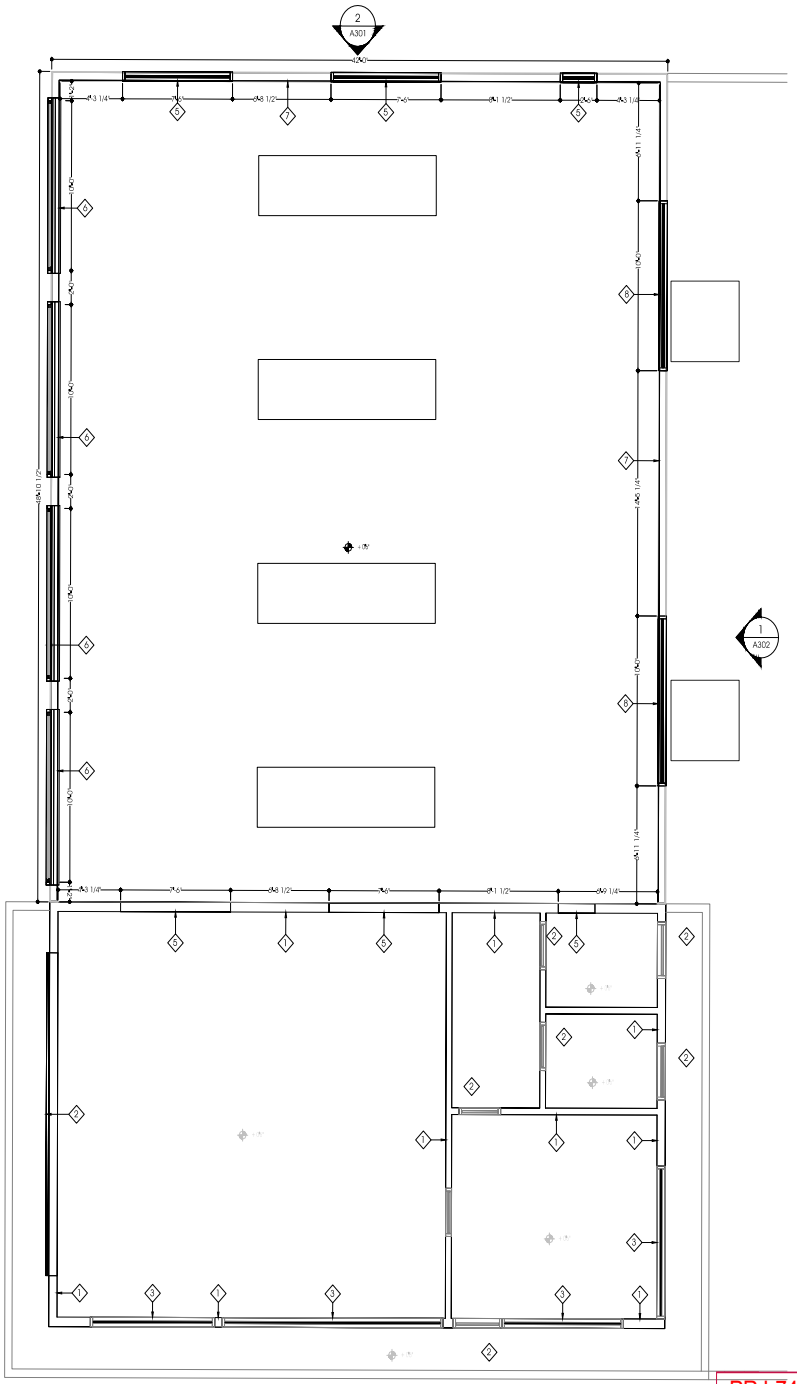
DATUM OR ELEV. POINT

FLOOR PLAN NOTES

1. EXISTING WALL.
2. EXISTING DOOR.
3. EXISTING WINDOW.
4. EXISTING COLUMN.
5. EXISTING WINDOW TO BE REMOVE / RELOCATE.
6. NEW DOOR.
7. NEW WALL.
8. NEW WINDOW.



1 AS BUILT PLAN
1/4" = 1'-0"



2 NEW FLOOR PLAN
1/4" = 1'-0"

TITLE AS BUILT AND NEW FLOOR PLAN

PROJECT 400 OWENS SUP

ADDRESS 400 OWENS AVE
LAS VEGAS, NV, 89106
APN 139-22-403-003

REVISIONS

SEAL

DRAWN BY: EDM
DESIGNED BY: EDM
STATUS: IN PROCESS
DATE: 04 25 2019
PROJECT NO. 1824-OWN
SCALE: AS NOTED

PRJ-74190
05/07/19

A201



ZON-76475 [PRJ-74190] - REZONING RELATED TO SUP-76476 AND SDR-76477 - APPLICANT/OWNER: JORGE CRUZ DIAZ
400 WEST OWENS AVENUE

05/16/2019



ZON-76475 [PRJ-74190] - REZONING RELATED TO SUP-76476 AND SDR-76477 - APPLICANT/OWNER: JORGE CRUZ DIAZ
400 WEST OWENS AVENUE

05/16/2019



ZON-76475 [PRJ-74190] - REZONING RELATED TO SUP-76476 AND SDR-76477 - APPLICANT/OWNER: JORGE CRUZ DIAZ
400 WEST OWENS AVENUE

05/16/2019

APRIL 25, 2019

TO: LAS VEGAS DEPARMENT PLANNING
333 N Rancho Dr.
Las Vegas, NV 89106

PROJECT JUSTIFICATION LETTER

RE: PRJ-74190

To Whom It May Concern;

We would like to request the approval of a Site Development review, and Zone change from C-1 to C-2 and a Special User Permit, for an existing Automotive Maintenance Building to become an Auto Repair Garage, Major located at the 400 Owens Ave. Las Vegas, NV. 89106 APN 139-22-403-003 adding 4 doors to the building.

We know the property complies with all the City of Las Vegas requirements to be accepted this Special Use Permit and we are aware that this is just part of the process to obtain the approval.

We thank you and have the certainty than you will help us to achieve our goal on making this project reality.

Sincerely

Edgar D. Montalvo

PRJ-74190
05/07/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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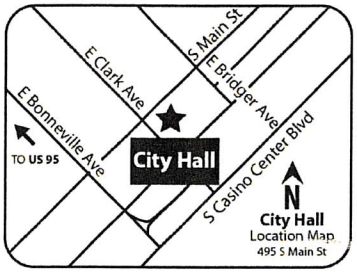

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76475 and SUP-76476 [PRJ-74190]
City Council Meeting of **AUGUST 7, 2019**

PRJ-74190
13922410117
GLOVER ADA B
DANIELS DELORES
1404 MEZPAH DR
LAS VEGAS NV 89106-1936

87 FRDFNP1 89106

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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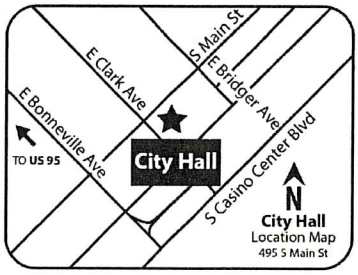

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76475 and SUP-76476 [PRJ-74190]
City Council Meeting of **AUGUST 7, 2019**

PRJ-74190
13922410105
GLOVER ADA LIVING TRUST
GLOVER ADA TRS
1404 MEZPAH DR
LAS VEGAS NV 89106-1936

Submitted after final agenda

Date 8/1/19 Item 87-88

87 FRDFNP1 89106

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-76475 and SUP-76476 [PRJ-74190]
Planning Commission Meeting of **06/25/2019**

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JUN 24 2019
Dept of Planning
City of Las Vegas

PRJ-74190
13927110020
WIDOW'S MITE N V NON-PROFIT CORP
500 W VAN BUREN
LAS VEGAS NV 89106

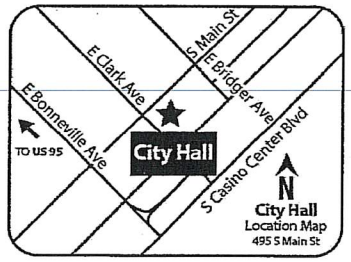
87 DRDFNP1 89106

Submitted after final agenda

33-34 A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-76475 and SUP-76476 [PRJ-74190]
Planning Commission Meeting of **06/25/2019**

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We support small business in the neighborhood.

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JUN 24 2019
Dept of Planning
City of Las Vegas

PRJ-74190
13927110043
WIDOW'S MITE INC
500 W VAN BUREN AVE
LAS VEGAS NV 89106-3039

87 DRDFNP1 89106

33-34A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Las Vegas, NV
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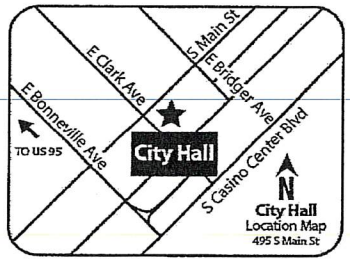

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City of Las Vegas

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-76475 and SUP-76476 [PRJ-74190]
Planning Commission Meeting of **06/25/2019**

PRJ-74190
13927110044
WIDOWS MITE
500 W VAN BUREN AVE
LAS VEGAS NV 89106

07 DRDFNP1 89106

33-34A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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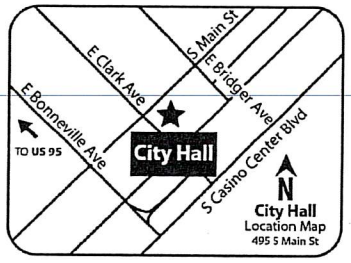

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City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
ZON-76475 and SUP-76476 [PRJ-74190]
Planning Commission Meeting of **06/25/2019**

PRJ-74190
13922410105
GLOVER ADA LIVING TRUST
GLOVER ADA TRS
1404 MEZPAH DR
LAS VEGAS NV 89106-1936

67 ORDFHP1 89106

33-34A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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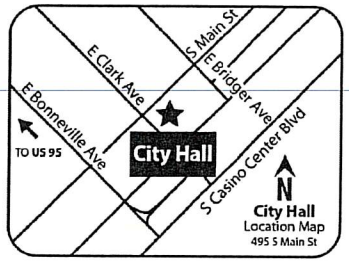

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

ZON-76475 and SUP-76476 [PRJ-74190]
Planning Commission Meeting of **06/25/2019**

PRJ-74190
13922410117
GLOVER ADA B
DANIELS DELORES
1404 MEZPAH DR
LAS VEGAS NV 89106-1936

89 DROPNP1 89106

33-34A

RECEIVED
JUN 24 2019
Dept of Planning
City of Las Vegas

Dear Planners,

You are opening a new business for Owens. 2 mechanic businesses that attract plenty of customers are on Leonard who operate on vehicles between D, F and G Street. It is not fair to have the single houses near F and Leonard abuse repair rights without certification or license. They go undetected with selective hours hiding business. The operators are well aware of flaws in enforcement.

Anonymous

the 600's & 500's addresses

Submitted after final agenda

33-35C

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
88

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SUP-76476 - SPECIAL USE PERMIT RELATED TO ZON-76475 - PUBLIC HEARING - APPLICANT/OWNER: JORGE CRUZ DIAZ - For possible action on a request for a Special Use Permit FOR AN AUTO REPAIR GARAGE, MAJOR USE at 400 West Owens Avenue (APN 139-22-403-003), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 5 (Crear) [PRJ-74190]. The Planning Commission (5-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	5
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (5-1 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: August 7, 2019

Agenda Item No.:
89

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
SDR-76477 - SITE DEVELOPMENT PLAN REVIEW RELATED TO ZON-76475 AND SUP-76476 - PUBLIC HEARING - APPLICANT/OWNER: JORGE CRUZ DIAZ - For possible action on a request for a Site Development Plan Review FOR THE PROPOSED 2,053 SQUARE-FOOT EXPANSION OF AN EXISTING 1,050 SQUARE-FOOT BUILDING on 0.57 acres at 400 West Owens Avenue (APN 139-22-403-003), C-1 (Limited Commercial) Zone [PROPOSED: C-2 (General Commercial)], Ward 5 (Crear) [PRJ-74190]. The Planning Commission (5-1 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	4
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (5-1 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup
2. Submitted after Final Agenda - Protest Postcards
3. Backup Submitted at the June 25, 2019 Planning Commission Meeting

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

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Las Vegas, Nevada 89101

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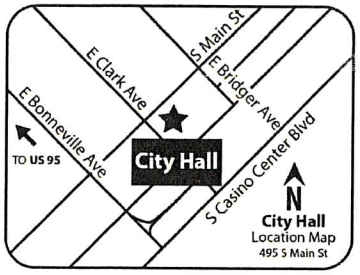

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-76477 [PRJ-74190]

City Council Meeting of **AUGUST 7, 2019**

PRJ-74190
13922410105
GLOVER ADA LIVING TRUST
GLOVER ADA TRS
1404 MEZPAH DR
LAS VEGAS NV 89106-1936

87 FRDFNP1 89106

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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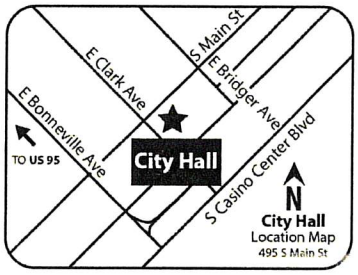

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-76477 [PRJ-74190]

City Council Meeting of **AUGUST 7, 2019**

PRJ-74190
13922410117
GLOVER ADA B
DANIELS DELORES
1404 MEZPAH DR
LAS VEGAS NV 89106-1936

Submitted after final agenda

Date 8/1/19 Item 89

87 FRDFNP1 89106

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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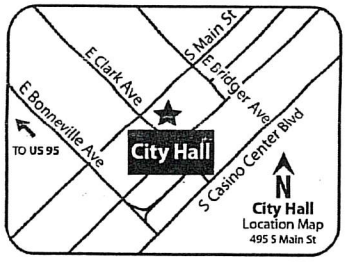

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JUN 18
Dept of Planning
City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-76477 [PRJ-74190]
Planning Commission Meeting of **06/25/2019**

PRJ-74190
13927110148
FERNANDEZ-WHEELER NAZAREE
605 HARRISON AVE
LAS VEGAS NV 89106-3018

Submitted after final agenda
35A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Official Notice of Public Hearing



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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SDR-76477 [PRJ-74190]
Planning Commission Meeting of **06/25/2019**

Doug's Auto is our mechanic! D & Owens

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RECEIVED
JUN 24 2019
Dept of Planning
City of Las Vegas

PRJ-74190
13927110020
WIDOW'S MITE N V NON-PROFIT CORP
500 W VAN BUREN
LAS VEGAS NV 89106

87 DRDFNP1 8910E

3SA

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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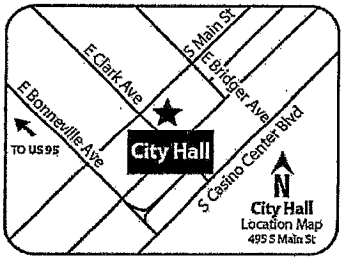

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SDR-76477 [PRJ-74190]
Planning Commission Meeting of **06/25/2019**

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Doug's Auto has been a great mechanic for our vehicles!

RECEIVED
JUN 24 2019
Dept of Planning
City of Las Vegas

PRJ-74190
13927110044
WIDOWS MITE
500 W VAN BUREN AVE
LAS VEGAS NV 89106

97 ORDFNP1 89106

35A

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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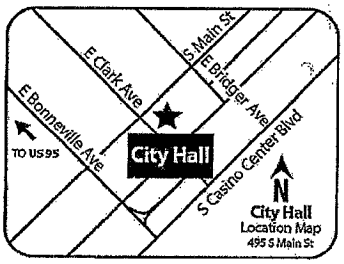


We support small businesses in the neighborhood!

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.

PRJ-74190
13927110043
WIDOW'S MITE INC
500 W VAN BUREN AVE
LAS VEGAS NV 89106-3039

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

SDR-76477 [PRJ-74190]

Planning Commission Meeting of **06/25/2019**

97 DRDFNP1 89106

35A

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
90

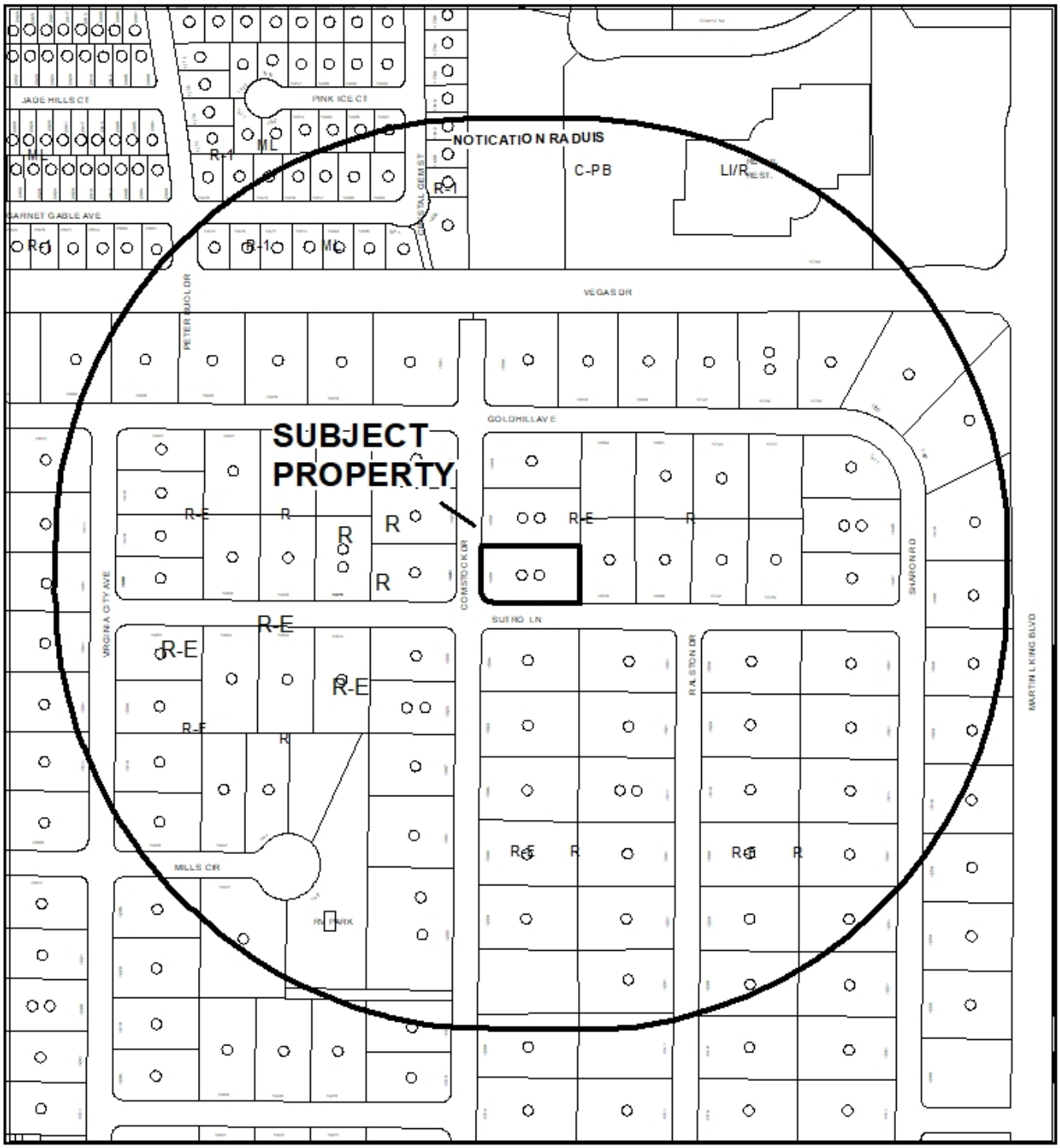
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
VAR-76400 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: ALDEGUNDA DURAN MENDOZA - For possible action on a request for a Variance TO ALLOW A SIX-FOOT CORNER SIDE YARD SETBACK WHERE 15 FEET IS REQUIRED FOR A PROPOSED ATTACHED ACCESSORY STRUCTURE [COVERED BARBEQUE] AND TO ALLOW A ZERO-FOOT SEPARATION FROM THE MAIN BUILDING WHERE SIX FEET IS REQUIRED on 0.70 acres at 1400 Comstock Drive (APN 139-28-110-081), R-E (Residence Estates) Zone, Ward 5 (Crear) [PRJ-76286]. Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	3	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) recommends APPROVAL, subject to conditions:

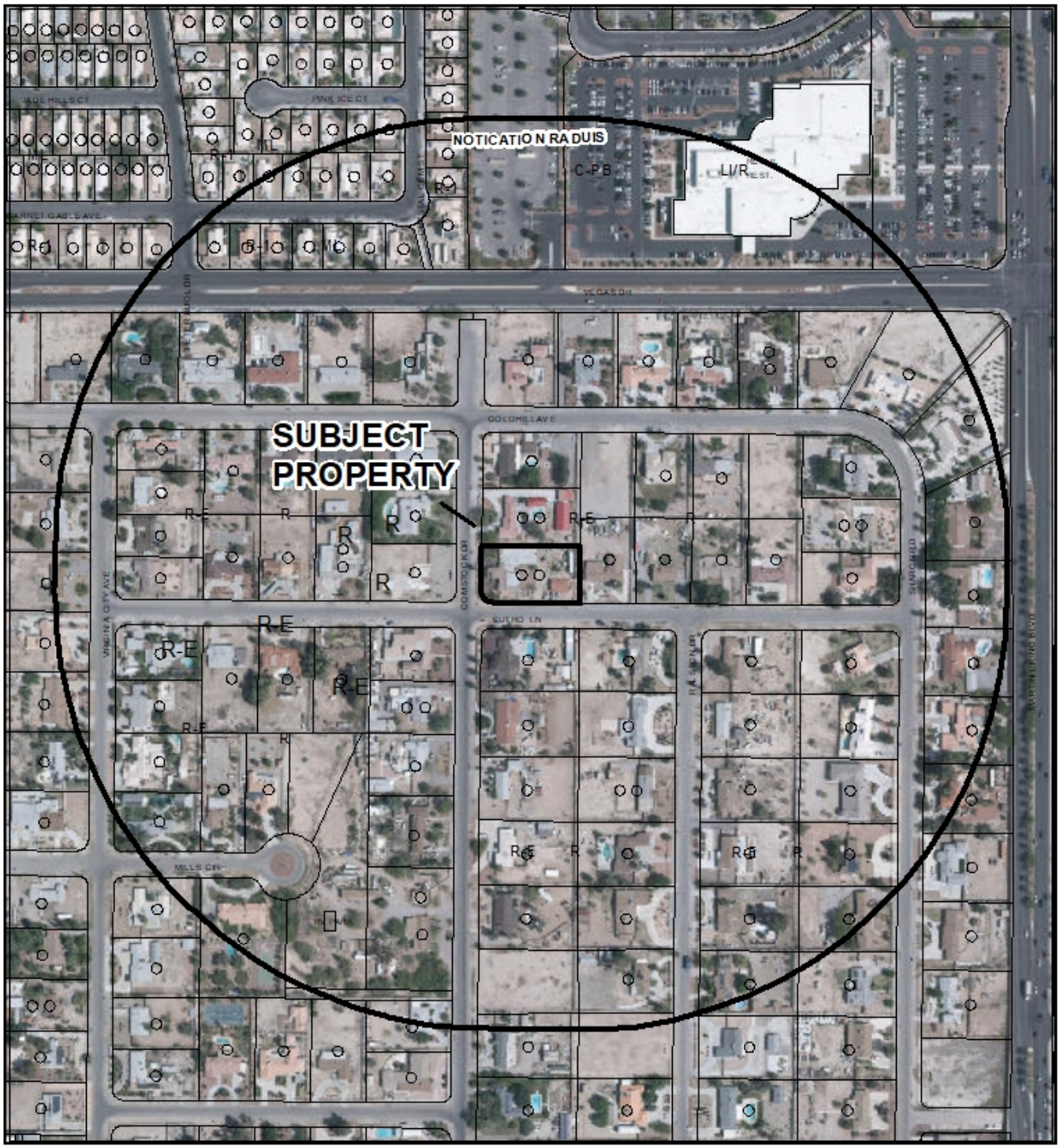
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Protest Postcards
7. Backup Submitted at the June 25, 2019 Planning Commission Meeting



CASE: **VAR-76400 (PRJ-76286)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)



0 265 530 Feet

CASE: **VAR-76400 (PRJ-76286)**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: AUGUST 7, 2019
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: ALDEGUNDA DURAN MENDOZA

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
VAR-76400	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 18

NOTICES MAILED 123 (By City Clerk)

PROTESTS 3

APPROVALS 0

SS

**** CONDITIONS ****

VAR-76400 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

4. 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 construct a covered structure for an existing outdoor barbecue at 1400 Comstock Drive. The structure would be attached to the house at one corner but would otherwise be self-supporting.

ISSUES

- A Variance is requested to allow a six-foot corner side yard setback where 15 feet is required. Staff recommends denial.
- The structure is considered an attached accessory structure but not a patio cover, as the structure can be self-supporting. Per Title 19.06.040, the roof of an accessory structure may be attached to the dwelling if there is a minimum six-foot separation between the walls of the accessory structure and the wall of the main dwelling and provided at least two sides of the breezeway are open. A Variance is therefore requested to allow a zero-foot separation from the main dwelling where six feet is required. Staff recommends denial.

ANALYSIS

The subject site is located in the R-E (Residence Estates) zoning district. Per Title 19.06.060 the corner side yard setback requirement is 15 feet for accessory structures. Whether attached or detached, a minimum six-foot separation is required between the walls of the proposed structure and the main dwelling.

An existing barbecue area is proposed to be covered by a self-supporting structure that is open on the west side, walled on the east side and partially open on the north and south sides. The structure attaches to the southeast corner of the dwelling; however, the accessory structure does not share a roof with the dwelling, nor does the dwelling support a majority of the structure as with a patio cover.

The lot is evenly graded such that the barbecue and proposed structure could be placed outside of the required setback area. In addition, the structure does not require attachment to the primary dwelling as proposed. Therefore, staff recommends denial of the Variance request, subject to conditions if approved.

FINDINGS (VAR-76400)

In accordance with the provisions of Title 19.16.140(B), Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing an accessory structure that fails to meet Title 19 standards for building setback and separation from the primary dwelling. Detaching the structure from the dwelling, placement further north on the site and allowing for at least six feet of separation between the structure and the primary dwelling would allow conformance to 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.	
06/10/13	A Code Enforcement Case (129784) was initiated for work without a permit at 1400 Comstock Drive. The case was resolved on 06/21/13.
10/07/13	A Code Enforcement Case (134186) was initiated for trash/debris at 1400 Comstock Drive. The case was resolved on 10/09/13.
01/28/14	A Code Enforcement Case (137332) was initiated for the construction of a block wall without a permit at 1400 Comstock Drive. The case was resolved on 02/12/14.
06/29/16	A Code Enforcement Case (168295) was initiated for a possible unpermitted structure (porte cochere in front yard) at 1400 Comstock Drive. The case was resolved on 06/30/16.
08/02/17	A Code Enforcement Case (181276) was initiated for commercial equipment storage at 1400 Comstock Drive. The case was resolved on 09/14/17.
06/25/19	The Planning Commission unanimously voted to recommend APPROVAL on a request for a Variance (VAR-76400) TO ALLOW A SIX-FOOT CORNER SIDE YARD SETBACK WHERE 15 FEET IS REQUIRED FOR A PROPOSED ATTACHED ACCESSORY STRUCTURE [COVERED BARBEQUE] AND TO ALLOW A ZERO-FOOT SEPARATION FROM THE MAIN BUILDING WHERE SIX FEET IS REQUIRED on 0.70 acres at 1400 Comstock Drive (APN 139-28-110-081), R-E (Residence Estates) Zone, Ward 5 (Crear) [PRJ-76286].

Most Recent Change of Ownership	
04/26/13	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1948	A single family dwelling was constructed at 1400 Comstock Drive.
04/14/75	A building permit (1411) was issued for a kitchen extension with interior access at 1400 Comstock Drive. A final inspection was completed 12/22/75.
06/12/14	A building permit (262651) was issued for a two-foot block wall in the front yard and six-foot walls in the side yards at 1400 Comstock Drive. A final inspection was completed on 08/02/14.
05/18/16	A building permit (318100) was processed for an attached porte cochere at 1400 Comstock Drive. The permit was issued on 11/06/16.

Related Building Permits/Business Licenses	
02/27/17	A building permit (336734) was issued for an electric service change at 1400 Comstock Drive. An inspection was completed on 03/03/17.
10/30/18	A building application (R18-14567) was processed for a patio cover at 1400 Comstock Drive. Department of Planning staff denied a review pending a public hearing on a variance request.

Pre-Application Meeting	
04/16/19	A pre-application meeting was held with the applicant to discuss submittal requirements for a Variance application.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
05/23/19	The site contains a single-family dwelling with access to and from Comstock Drive. The proposed patio cover would be at the rear of the dwelling along the Sutro Lane frontage behind a block wall.

Details of Application Request	
Site Area	
Net Acres	0.70

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-E (Residence Estates)
North	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
South	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
East	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
West	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)

Master and Neighborhood Plan Areas	***Compliance***
West Las Vegas Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (105 Feet)	Y
RP-O (Rural Preservation Overlay) 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 (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following standards apply:

Standard	***Required/ Allowed***	***Provided***	***Compliance***
Min. Lot Size	18,000 SF	30,492 SF	Y
Min. Lot Width	100 Feet	123 Feet	Y
Min. Setbacks (accessory structures)			
• Front	50 Feet	N/A	N/A
• Side	10 Feet	109	Y
• Corner	15 Feet	6 Feet	N
• Rear	15 Feet	125 Feet	Y
Min. Separation from main dwelling	6 Feet	0 Feet	N

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Sutro Lane	Minor Collector	Title 13	30	N
Comstock Drive	Minor Collector	Title 13	30	N

PLEASE PRINT

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) 1400 Comstock Drive

Project Name Patio Cover **Proposed Use**

Assessor's Parcel #(s) 139-28-110-081 **Ward #** 5

General Plan: Existing R - Rural Proposed Same **Zoning:** Existing R-E Proposed Same

Additional Information

Property Owner Mendoza Aldegunda Duran Contact Owner

Address 1400 Comstock Drive City LV State Nv Zip 89106

E-mail Phone 702-767-3390

Applicant Mendoza Aldegunda Duran Contact Owner

Address 1400 Comstock Drive City LV State Nv Zip 89106

E-mail Phone 702-767-3390

Representative Richard Salemme Contact Designer

Address 596 Kelsford Drive City LV State Nv Zip 89123

E-mail rwsalemme@gmail.com Phone 702-269-8435

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 Aldegunda Mendoza Duran

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Aldegunda Duran Mendoza

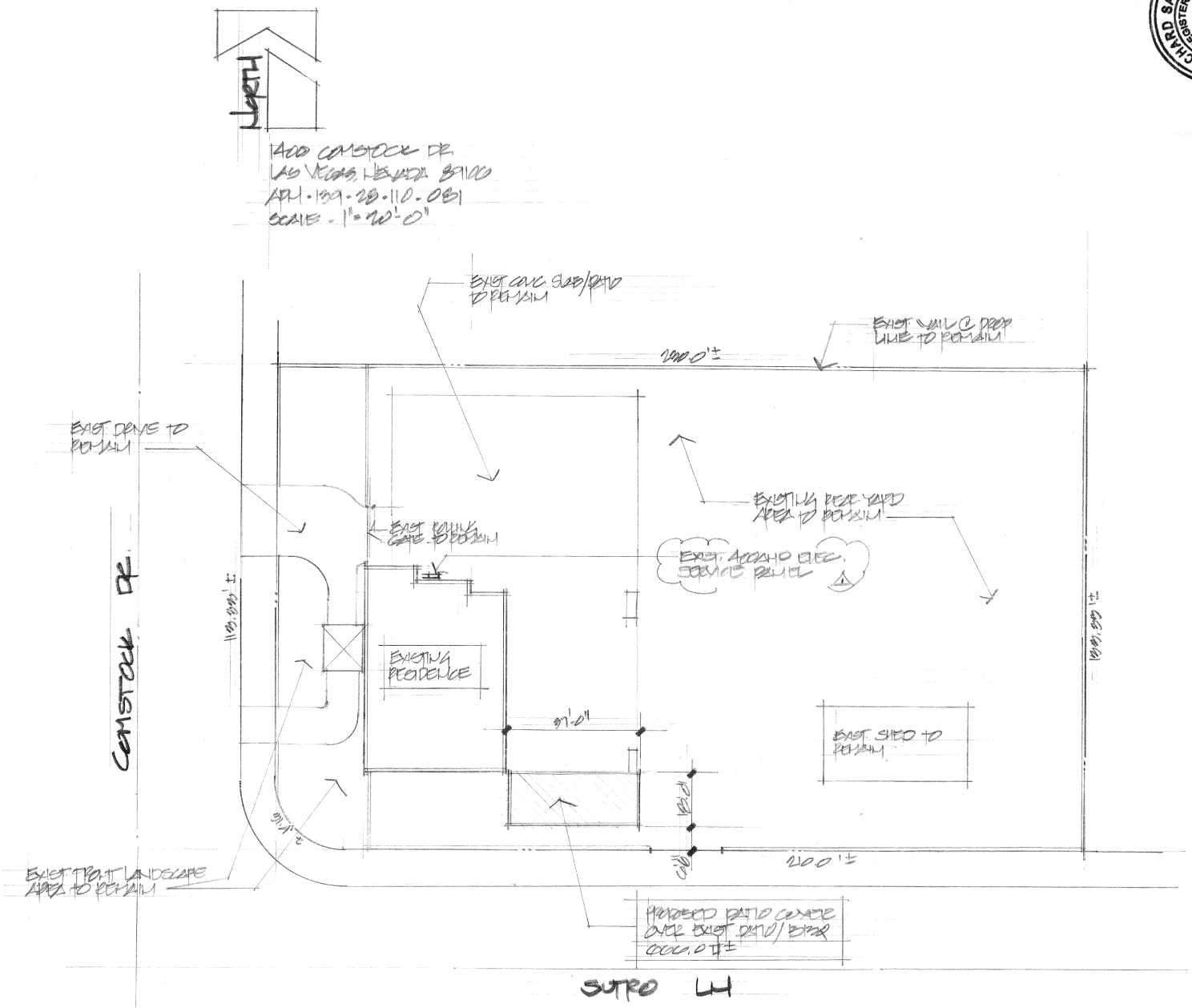
Subscribed and sworn before me

This 22 day of April, 20 19

Notary Public in and for said County and State

DENISE GUERRERO
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-01-2022
Certificate No: 18-4115-1

PRJ-76286
05/08/19



Richard W. Salemme
Residential Designer
License No. 235-RD
596 Kelsford Drive Las Vegas Nevada 89123
(702) 269-8435

RICHARD SALEMME ★ REGISTERED ★ 235-RD ★ RESIDENTIAL DESIGNER ★ STATE OF NEVADA

Mr. & Mrs. Aldegunda Duran
1400 Comstock Drive
Las Vegas, Nevada 89106
(702) 767 - 3390

PROPOSED PATIO COVER AND CARPORT AT 1400 COMSTOCK DR. LV, NV 89106

SITE PLAN

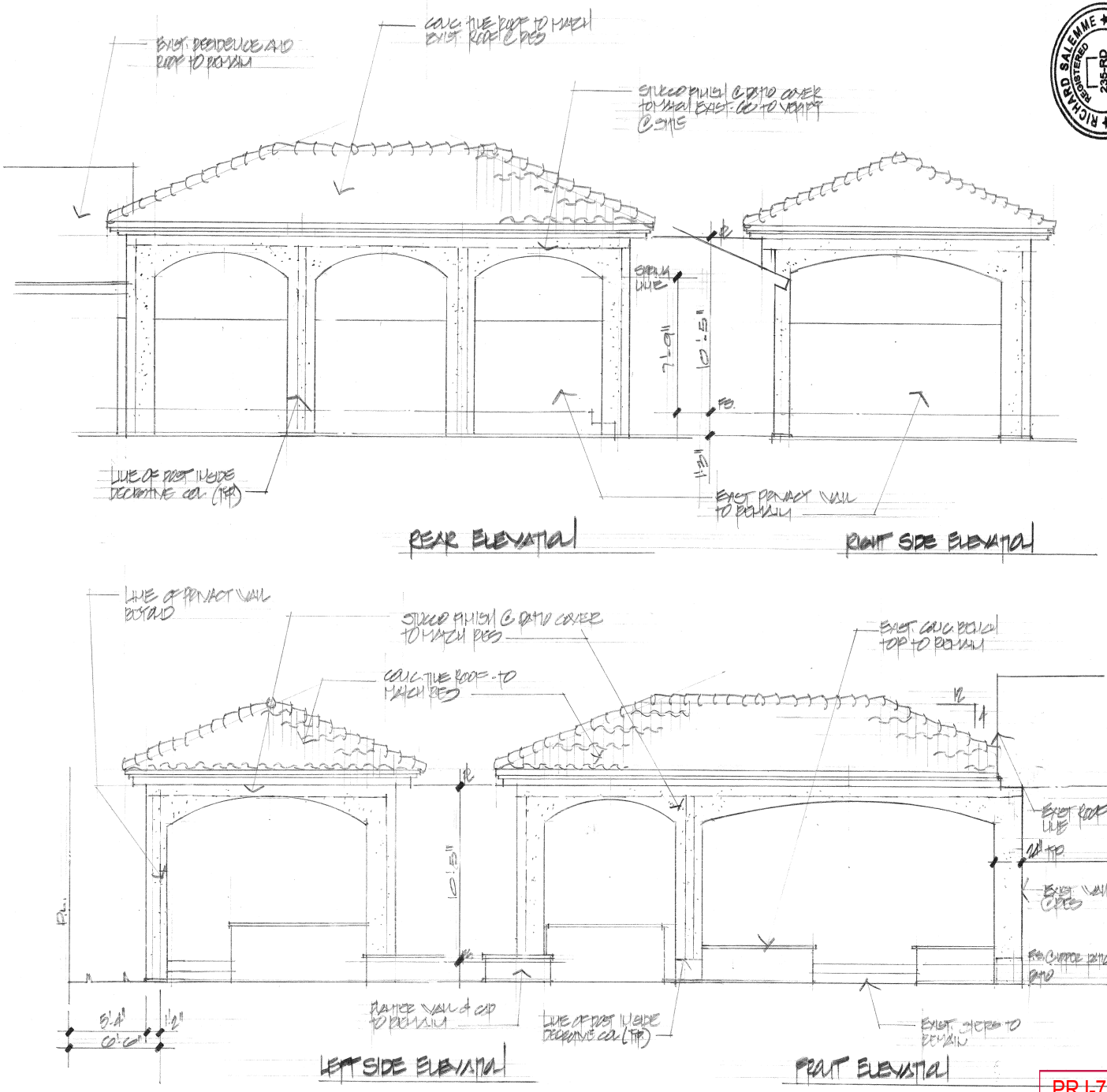
DATE- A-B-C

SCALE 1"=20'-0"

DRAWN- EVS

A1.0

PRJ-76286
05/08/19



REGISTERED RICHARD SALEMME 235-RD RESIDENTIAL DESIGNER STATE OF NEVADA

Richard W. Salemme
Residential Designer
License No. 235-RD
596 Kelsford Drive Las Vegas Nevada 89123
(702) 269-8435

Mr. & Mrs. Aldegunda Duran
1400 Comstock Drive
Las Vegas, Nevada 89106
(702) 767 - 3390

EXTERIOR ELEVATIONS

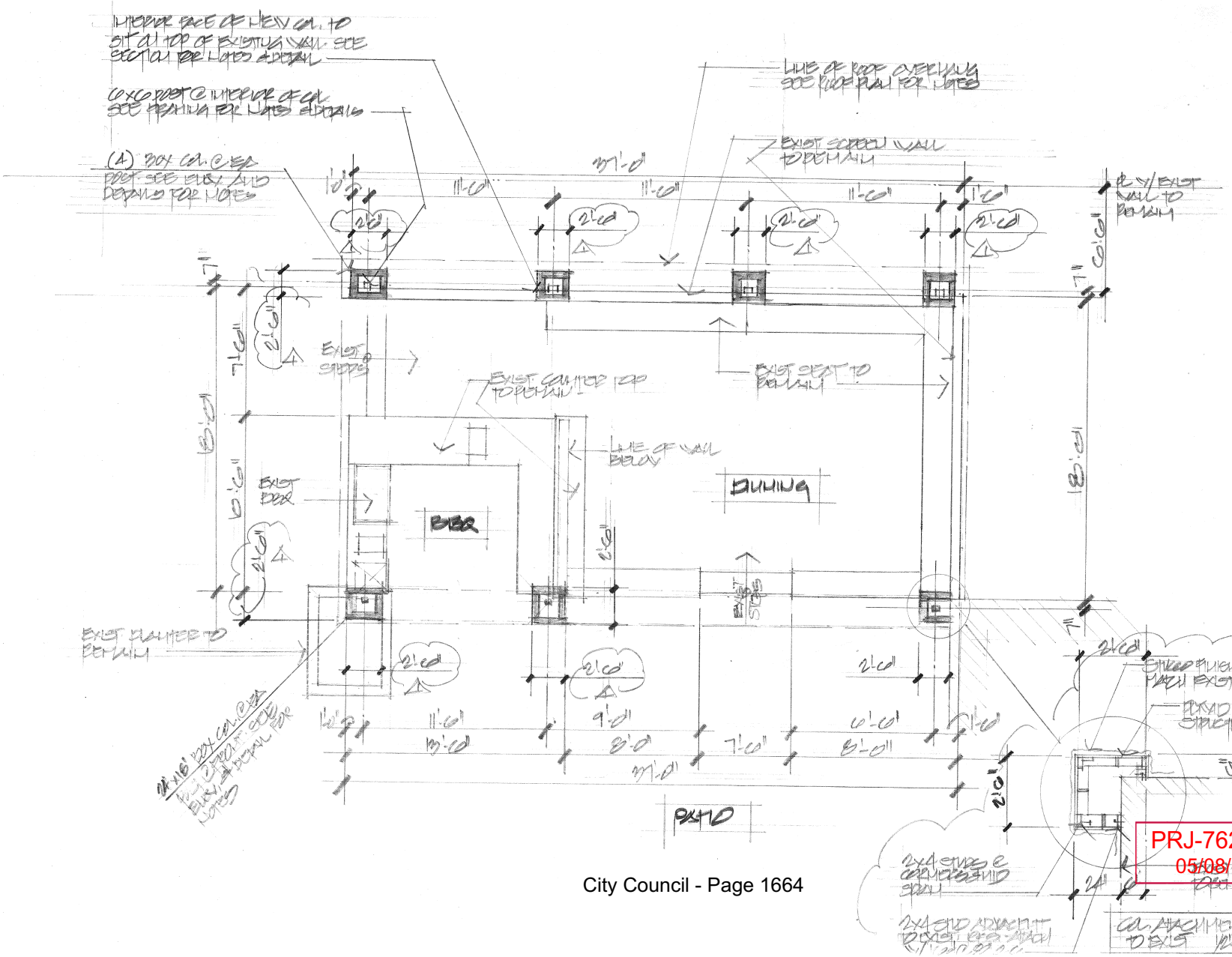
DATE
A-B-

SCALE
1/4"=1'-0"

DRAWN
EMS

A5.0

PRJ-76286
05/08/19



Richard W. Salemme
Residential Designer
License No. 235-RD
596 Kelsford Drive Las Vegas Nevada 89123
(702) 269-8435

Mr. & Mrs. Aldegunda Duran
1400 Comstock Drive
Las Vegas, Nevada 89106
(702) 767 - 3390

FLOOR PLAN

PROPOSED PATIO COVER
1400 COMSTOCK DR - LV. NV. 89106

DATE: A-B-C

SCALE: 1/4"=1'-0"

DRAWN: RWS

A2.0

PRJ-76286
05/08/19



VAR-76400 [PRJ-76286] - VARIANCE - APPLICANT/OWNER: ALDEGUNDA DURAN MENDOZA
1400 COMSTOCK DRIVE

05/23/2019



VAR-76400 [PRJ-76286] - VARIANCE - APPLICANT/OWNER: ALDEGUNDA DURAN MENDOZA
1400 COMSTOCK DRIVE

05/23/2019



VAR-76400 [PRJ-76286] - VARIANCE - APPLICANT/OWNER: ALDEGUNDA DURAN MENDOZA
1400 COMSTOCK DRIVE

05/23/2019



VAR-76400 [PRJ-76286] - VARIANCE - APPLICANT/OWNER: ALDEGUNDA DURAN MENDOZA
1400 COMSTOCK DRIVE

05/23/2019

Richard W. Salemme
RESIDENTIAL DESIGNER
596 Kelsford Drive Las Vegas Nevada 89123
(702) 269-8435

March 31, 2019

City of Las Vegas
Department of Planning - Current Planning
333 N Rancho Drive
Las Vegas, Nevada 89106

REF: Variance
Mr. & Mrs. Aldegunda
1400 Comstock Drive
Las Vegas, Nevada 89106

Justification Letter

The proposed project is a solid patio cover located at the above address. The patio cover proposed is 37'-0" x 18'-0" and is located on the south side of the property along Sutro Lane.

The variance we are asking for is a reduction of the required 15'-0" side yard to 6'-6". This would allow the Owner to cover the existing patio area. The structure we are proposing is consistent with the architectural style of the existing home. The main patio cover structure is stucco with a tile roof, matching the residence. Within the immediate area there are other structures with a similar setback.

We hope you will agree with us and approve the requested Variance. If you have any additional questions or need any further information, please feel free to contact me at either my email (rwsalemme@gmail.com) or my phone (702-269-8435).

Thank you in advance for your consideration and approval of our request.

Richard Salemme
Residential Designer

PRJ-76286
05/08/19

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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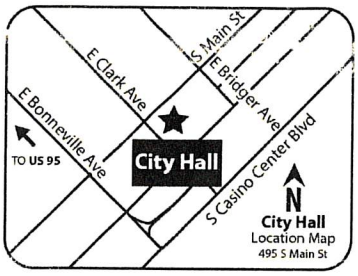

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76400 [PRJ-76286]
City Council Meeting of **AUGUST 7, 2019**

PRJ-76286
13928110033
ROBINSON MAXIE
1321 RALSTON DR
LAS VEGAS NV 89106-2029

97 PRDFMP1 89106

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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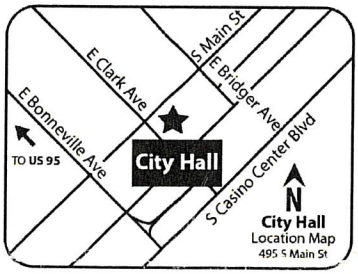

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76400 [PRJ-76286]
City Council Meeting of **AUGUST 7, 2019**

PRJ-76286
13928110032
BROWN JOEL
1311 RALSTON DR
LAS VEGAS NV 89106-2029

Submitted after final agenda
Item 90

97 PRDFMP1 89106

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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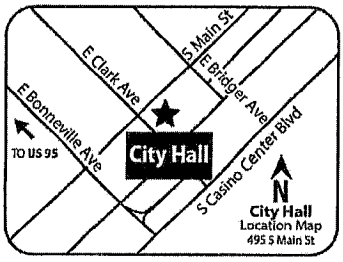

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Dept of Planning
City of Las Vegas

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.

VAR-76400 [PRJ-76286]
Planning Commission Meeting of **06/25/2019**

PRJ-76286
13928110030
HAYES DARRELL WAYNE
3764 YELLOW JASMINE DR
LAS VEGAS NV 89147

139 DEPT#1 89147

Submitted after final agenda 42P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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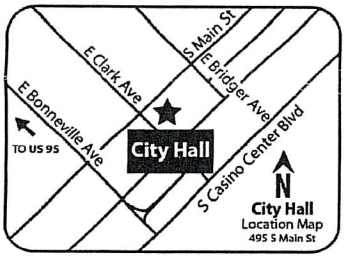

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76400 [PRJ-76286]

Planning Commission Meeting of **06/25/2019**

PRJ-76286
13928110013
RAY JOHN S
1726 GOLDHILL AVE
LAS VEGAS NV 89106-2016

07 DROPNP1 89106

42P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

VAR-76400 [PRJ-76286]
Planning Commission Meeting of **06/25/2019**

~~PRJ-76286~~
~~13928110087~~
RAY JOHN
~~2900 S VALLEY VIEW BLVD #3~~
~~LAS VEGAS NV 89102~~

89 DRDFNP1 89102

42P

AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
91

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: August 7, 2019

Agenda Item No.:
92

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.

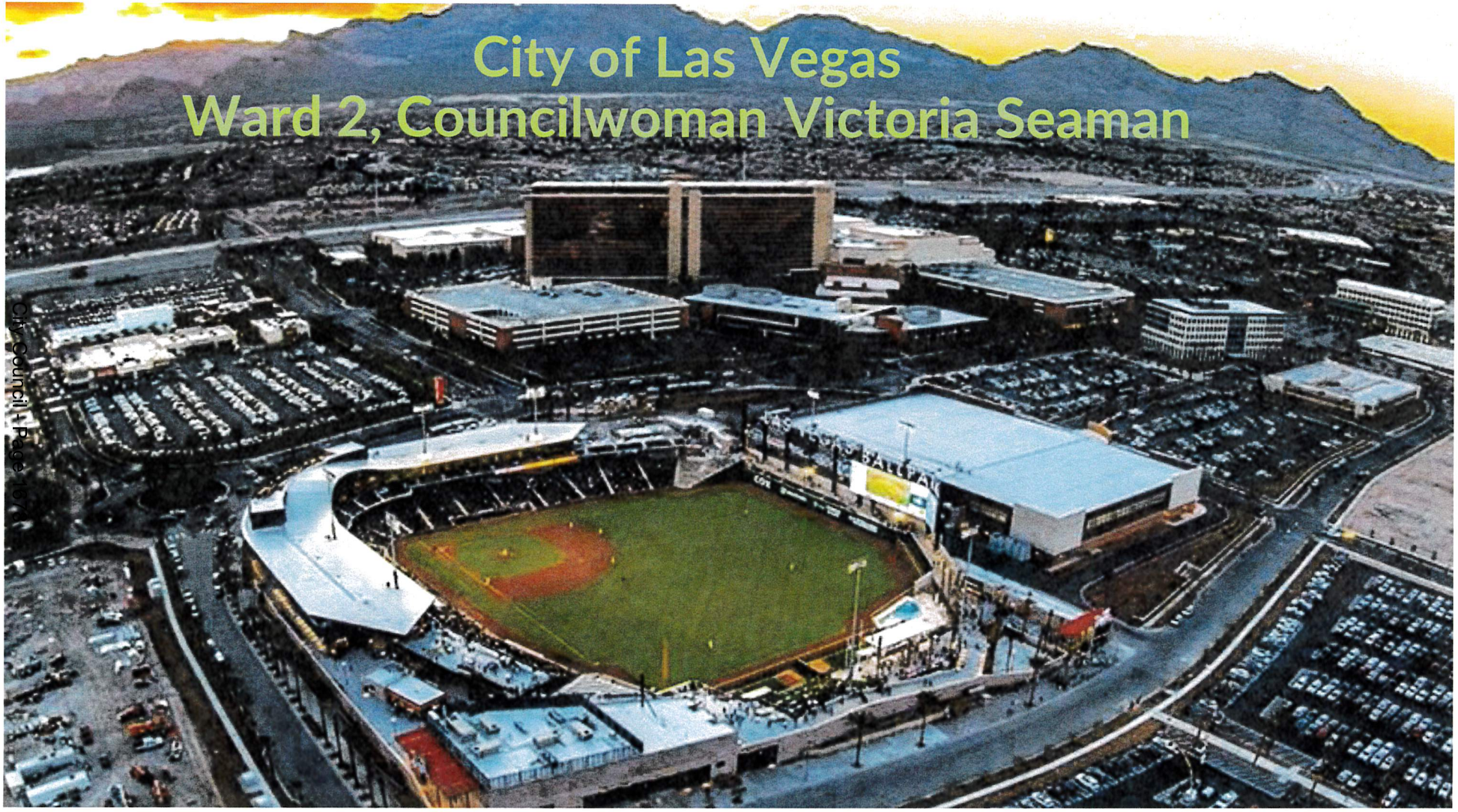
AGENDA SUMMARY PAGE

City Council
Meeting of: August 7, 2019

Agenda Item No.:
93

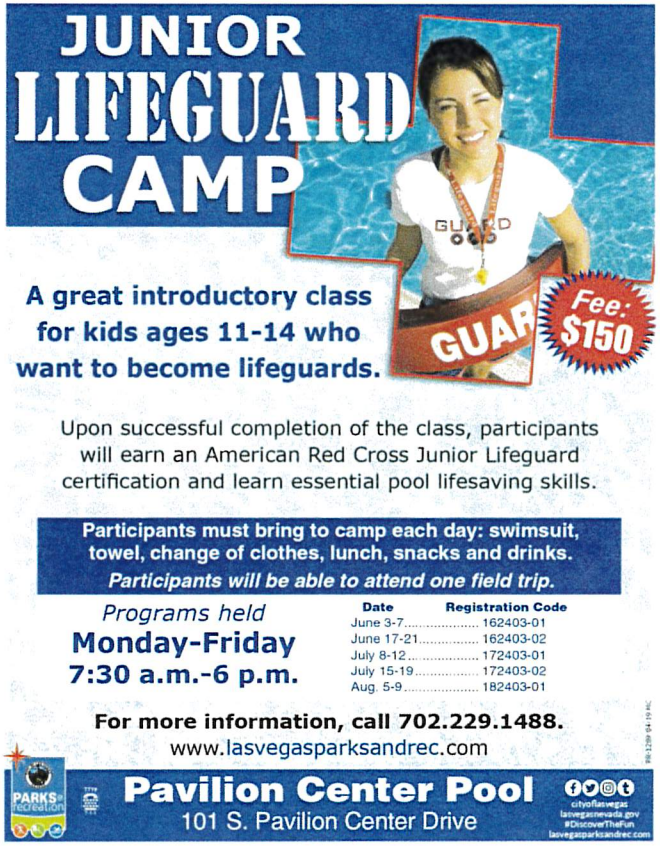
SUBJECT:
Council Member Recognition: Comments made by individual City Council Members during this portion of the agenda will not be acted upon by the City Council unless that subject is on the agenda and scheduled for action.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Flyers for Ward 2 Announcements, Dive-in Movie Night – Ralph Breaks the Internet, Junior Lifeguard Camp, Breakfast Buzz and Ward 2 Biz, Dash Splash, Ward 2 Small Business Sundays, Ward 2 Satellite Office New Hours and Community Recognitions by Councilwoman Seaman; Flyer for Back to School Pool Party by Councilman Anthony; and Flyer for National Purple Heart Day and Nevada Child Seekers – Located and Missing Juvenile Bulletins by Councilwoman Fiore


City of Las Vegas
Ward 2, Councilwoman Victoria Seaman

Upcoming Events





Upcoming Events





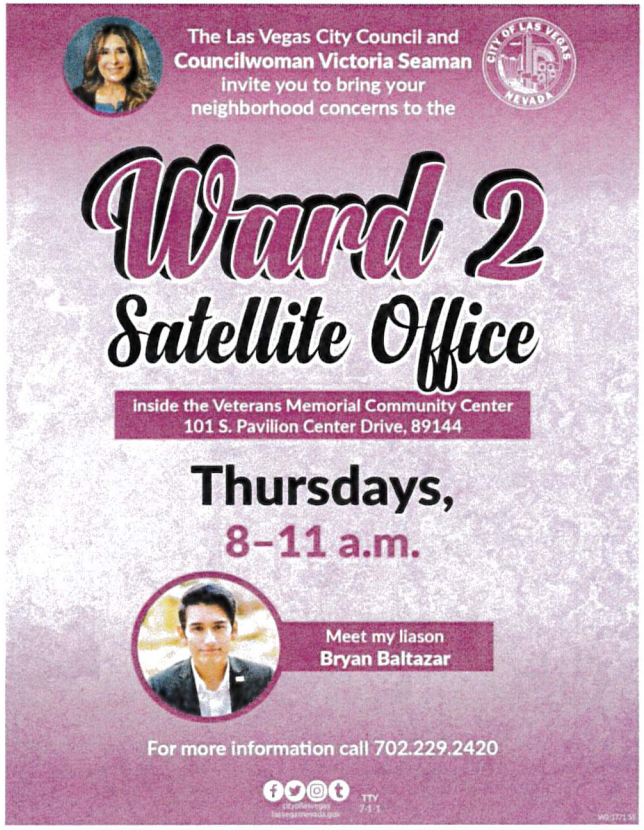
WARD 2

Ward 2 Small Business Sundays



WARD 2

Ward 2 Satellite Office New Hours



Thursday

8-11am

101 N Pavilion Center Dr.

WARD 2

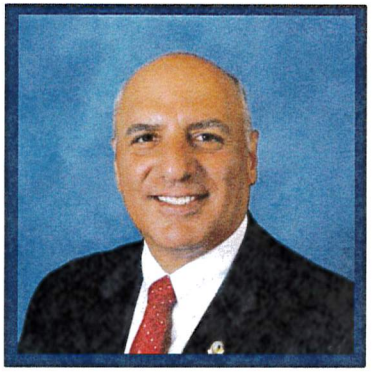
Community Recognitions

4th Annual All Star Camp Challenge on July 24

Southern Hills Baptist Church 15th anniversary on August 1

100th birthday of Oscar Henry Pendleton Sr. on August 7

WARD 4 COUNCIL ANNOUNCEMENTS





FRIDAY, AUGUST 9TH

5-8 PM

DURANGO HILLS COMMUNITY CENTER

lasvegasnevada.gov


National
Purple
Heart
Day
WEDNESDAY, AUG. 7

MISSING JUVENILE

Sent: 2019-07-12 @ 09:40 Case: 21231 Author: ME/NCS

NIC #

Last Name DUGAN

First Name NIKE MARIE

Nickname

Alias

Age 15

Gender FEMALE

Height 5'4

Weight 120 LBS

Eyes HAZEL

Hair BROWN

Complexion

Race CAUCASIAN

BirthDate

Last Contact JULY 4, 2019

Marks NOSE PIERCING



FOUND

CHILD WAS LAST SEEN IN THE AREA OF MAD[illegible]ESA A[illegible]NORTH DECATUR DR (LAS VEGAS, NV)

IT IS UNKNOWN WHAT THE CHILD WAS[illegible]EN W[illegible]ING.

MAY BE CARRYING A BACKPACK WIT[illegible]PERSONA[illegible]BELONGINGS

IF YOU HAVE ANY INFORMATION PLE[illegible]CONT[illegible]T THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2019-07-12 @ 09:46 Case: 21205 Author: ME/NCS

NIC #

Last Name CORNELL

First Name ISABELLA

Nickname BELLA

Alias

Age 15

Gender FEMALE

Height 5'4

Weight 130 LBS

Eyes BROWN

Hair BROWN

Complexion

Race AFRICAN AMERICAN

BirthDate

Last Contact JULY 4, 2019

Marks



FOUND

CHILD WAS LAST SEEN IN THE AREA OF MAD[illegible]ESA A[illegible]NORTH DECATUR DR (LAS VEGAS, NV)

IT IS UNKNOWN WHAT THE CHILD WAS [illegible]EN W[illegible]ING.

MAY BE CARRYING A BACKPACK WIT[illegible]PERSONA[illegible]BELONGINGS

IF YOU HAVE ANY INFORMATION PLE[illegible]CON[illegible]T THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2019-07-26 @ 09:46 Case: 190700100256 Author: JH/NCS



NIC #	
Last Name	BERMUDEZ
First Name	SOPHIA
Nickname	
Alias	
Age	17
Gender	FEMALE
Height	5'5
Weight	118
Eyes	BROWN
Hair	BROWN
Complexion	
Race	HISPANIC
BirthDate	
Last Contact	07/20/2019
Marks	

SOPHIA WAS LAS SEEN IN THE AREA OF WASHINGTON & BONANZA (LAS VEGAS, NV)

CHILD WAS LAST SEEN WEARING A BLACK SHIRT AND BLACK JEANS WITH BLACK GYM SHOES

IF YOU HAVE ANY INFORMATION CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2019-07-23 @ 10:58 Case: 190700094666 Author: JH/NCS



NIC #	
Last Name	PEAD
First Name	MERGINIA
Nickname	
Alias	
Age	16
Gender	FEMALE
Height	5'8
Weight	150
Eyes	BROWN
Hair	BROWN ROOTS & HONEY BLONDE TIPS
Complexion	
Race	AFRICAN AMERICAN
BirthDate	
Last Contact	7/19/2019
Marks	

MERGINIA WAS LAST SEEN IN THE AREA OF MICHAEL WAY & LAKE MEAD (LAS VEGAD, NV)

IT IS UNKNOWN WHAT THE CHILD WAS LAST SEEN WEARING

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009