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

City Manager Jorge Cervantes
City Attorney Bryan K. Scott
City Clerk LuAnn D. Holmes

City Council Agenda

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

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

December 16, 2020
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

Should you choose to attend in person, a medical screening will be administered before you can enter the building. Alternatively, any and all persons are encouraged to send comments and written objections electronically prior to the meeting via e-mail to meetingcomments@lasvegasnevada.gov, by mailing to the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101 or fax to (702) 382-4803. E-mails must contain the meeting name, date and item number in the subject. E-mails received up to an hour before the meeting will be considered public record, read during the meeting where appropriate and will be included in the backup. A time limit may be imposed on the e-mails read for the record.

Online comments can also be submitted via the City's website at www.lasvegasnevada.gov/councilcomment during the City Council meeting. All comments received during the meeting will be considered public record, read where appropriate and included in the backup. Comments received on a Public Hearing item after action has been taken will not be read but will be included in the backup. A time limit may be imposed on the comments read for the record.

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, made possible through underwriting from HOMIE. Please

note customers of CenturyLink and Cox Communications can view this program in High Definition on Channel 1002 and in Standard Definition on Channel 2. You can also watch this meeting live on Apple TV, Roku and Amazon Fire TV on the Go-Vegas app. The City Council Meeting, as well as all other KCLV programming, can be viewed on the internet at www.kclv.tv/live. The proceedings will be rebroadcast on KCLV Channel 2 and the web the Wednesday of the meeting at 8:00 PM, and also on Friday at 4:00 AM, Saturday at 7:00 PM, Sunday at 7:00 AM and the following Monday at 5:00 PM.

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

CEREMONIAL MATTERS

1. Call to Order
2. Announcement Regarding: Compliance with Open Meeting Law
3. Invocation - Chaplain Victorya Campe, Messages of Faith Ministry
4. Pledge of Allegiance

BUSINESS ITEMS - 9 A.M. SESSION

PUBLIC COMMENT

5. 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

6. 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.
7. For possible action to approve the Final Minutes by reference of the November 18, 2020 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

8. For possible action to approve an Interlocal Agreement between the City of Las Vegas (City) and Clark County (County) designating the County as the applicant and fiscal agent for purposes of the FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $922,213, with an allocation to the City in the amount of $160,535 for specialty program applications and grant administration - All Wards

COMMUNITY SERVICES - CONSENT

9. For possible action to approve an additional allocation of $400,000 of HOME Investment Partnerships Program Grant Funds and Account for Affordable Housing Trust Funds (AAHTF) to Neighborhood Housing Services of Southern Nevada, for the construction of 60 senior apartment units located at 832 North Eastern Avenue (APN 139-25-301-001) - Ward 3 (Diaz)

ECONOMIC AND URBAN DEVELOPMENT - CONSENT

10. For possible action to approve the Second Amendment to Amended and Restated Declaration of Special Land Use Restrictions, Option to Purchase, and Infrastructure Agreement (DSLURS) between City Parkway V, Inc. and PQ Holdings LLC to extend the dates for feasibility and construction start for a hospitality/resort project on parcels P

and Q in Symphony Park bounded by West Ogden Avenue to the north, the Union Pacific Railroad to the east, South City Parkway to the west and Parcel O2 to the south (APN 139-34-110-005) at Symphony Park - Ward 5 (Crear)

11. For possible action to approve a 10-year Pollution Legal Liability Insurance Policy with Beazley Eclipse Insurance Services for Symphony Park, which is bounded by West Ogden Avenue on the north, South Grand Central Parkway on the west, West Bonneville Avenue on the south and the Union Pacific Railroad Tracks on the east, effective December 31, 2020 - December 30, 2030 ($196,865.56 - City Parkway V, Inc.) - Ward 5 (Crear)

FINANCE - CONSENT

12. For possible action to approve an Interlocal Agreement as authorized by the Interlocal Cooperation Act (authorized pursuant to Nevada Revised Statutes Chapter 277.080 to 277.180, inclusive) between the City of Las Vegas (City) and the Las Vegas Valley Water District (District) for the District's use of City poles for advanced metering infrastructure (AMI) facilities to facilitate District operations - All Wards

13. For possible action to approve the First Amended and Restated Franchise Agreement for Ambulance Services Between the City of Las Vegas (City) and Mercy, Inc. dba American Medical Response (AMR), which extends the franchise for a period of three years and allows AMR to provide Emergency Triage Treatment and Transport (ET3) services - All Wards

14. For possible action to approve the First Amendment To Wireless Use Agreement between the City of Las Vegas ("City") and New Cingular Wireless PCS, LLC ("Company"), which provides for a 10-year extension through December 18, 2030, and allows Company to continue locating, placing, attaching, installing, operating, maintaining, controlling, removing, reattaching, reinstalling, relocating, and replacing Company's Equipment in or on Municipal Facilities and/or third-party property in the Right-of-Way for the purposes of operating the Company's Wireless Communication Service - All Wards

FINANCE - PURCHASING AND CONTRACTS - CONSENT

15. For possible action to approve award of Contract No. 210105-DD, Prime Design Services Contract for Stewart Storm Drain, Lamb Boulevard to Las Vegas Wash - Department of Public Works - Award recommended to: ATKINS NORTH AMERICA, INC. ($1,482,340 - Road and Flood Capital Projects Fund) - Ward 3 (Diaz)

16. For possible action to approve award of Contract No. 210106-DD, Prime Design Services Contract for Farm Road - Tule Springs Road to Tenaya Way - Department of Public Works - Award recommended to: STANLEY CONSULTANTS, INC. ($291,126.60 - Road and Flood Capital Projects Fund) - Ward 6 (Fiore)

17. For possible action to approve award of Contract No. 200220-PH, Master Services Agreement for Offender Location Management - Municipal Court - Award recommended to: OMNILINK SYSTEMS, INC. (Not-to-Exceed $150,000 Annually - General Fund) - All Wards

18. For possible action to approve award of Contract No. 210036-PH, Courtroom Audio/Visual Systems - Department of Public Works - Award recommended to: COURTSMART DIGITAL SYSTEMS, INC. (Not-to-Exceed $857,163 Year One/Total Contract Amount Not-to-Exceed $1,173,495 - City Facilities Capital Projects Fund)

19. For possible action to approve award of Contract No. 210102-JH, Blanket Designated Services Contract for Citywide Transportation Grant Support Program - Department of Public Works - Award recommended to: PARAMETRIX, INC. ($250,000 - Various Funds) - All Wards

20. For possible action to approve award of Amendment No. 2 to Contract No. 170156-JH, Federal Project No. CM-0003 (224), Prime Design Services for 215 Beltway Trail Connection - Centennial Parkway to Decatur, located at Clark County 215 Beltway between Centennial Parkway and Decatur Boulevard - Department of Public Works - Award recommended to: GCW, INC. ($165,215 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Fiore)

21. For possible action to approve award of Contract No. 210062-SK, Professional Services Contract for Respite Medical Director, located at 1581 North Main Street - Office of Community Services - Award recommended to: MARC O GRIOFA, M.D. (Not-to-Exceed $180,000 Annually/Total Contract Amount Not-to-Exceed $360,000 - H.U.D. Emergency Shelter Program Special Revenue Fund) - Ward 5 (Crear)

OPERATIONS AND MAINTENANCE - CONSENT

22. For possible action to approve Angel Park Capital Improvement Agreement 14 between the City of Las Vegas and Angel Park Golf, LLC for capital improvement needs at the Angel Park Golf Course, 100 South Rampart Boulevard ($857,716 - Municipal Golf Course Enterprise Fund) - Ward 2 (Seaman)

PLANNING - BUSINESS LICENSING - CONSENT

23. For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: DS DOWNTOWN, LLC TO: HOME FIELD, LLC dba HOME FIELD BAR at 4570 West Sahara Avenue - Ward 1 (Knudsen)

24. For possible action to approve a Restricted Gaming License for HOME FIELD, LLC dba HOME FIELD BAR at 4570 West Sahara Avenue - Ward 1 (Knudsen)

25. For possible action to approve a Tavern License for NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #196 at 5310 West Sahara Avenue, Suites C & D - Ward 1 (Knudsen)

26. For possible action to approve a Restricted Gaming License for NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #196 at 5310 West Sahara Avenue, Suites C & D - Ward 1 (Knudsen)

27. For possible action to approve a Restaurant Service Bar License for LOTUS LOUNGE, LLC dba CEVENT RESTAURANT at 1250 Burnham Avenue [Solomon Eramhenzel Ugbodu, Managing Member] - Ward 3 (Diaz)

28. For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for THE MARSHALL RETAIL GROUP, LLC dba FUEL at 8 Fremont Street - Ward 5 (Crear)

29. For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for THE MARSHALL RETAIL GROUP, LLC dba CIRCA COLLECTIONS at 8 Fremont Street - Ward 5 (Crear)

30. For possible action to approve a Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: THE GOODWICH SOHO, LLC TO: DT GOODWICH, LLC dba THE GOODWICH DOWNTOWN at 900 South Las Vegas Boulevard, Suite #120 - Ward 3 (Diaz)

31. For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: 7-ELEVEN OF NEVADA, INC. TO: S&S FUEL MANAGEMENT V, LLC dba 7-ELEVEN STORE #15974 at 6950 West Charleston Boulevard [Amar Preet Singhu Puri, Managing Member] - Ward 1 (Knudsen)

32. For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: 7-ELEVEN OF NEVADA, INC. TO: S&S FUEL MANAGEMENT V, LLC dba 7-ELEVEN STORE #32246 at 9190 West Cheyenne Avenue [Amar Preet Singhu Puri, Managing Member] - Ward 4 (Anthony)

33. For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: NEVADA AK, INC. TO: NEVADA CONVENIENCE, LLC dba 7-ELEVEN STORE #39463 at 1100 South Rainbow Boulevard - Ward 1 (Knudsen)

34. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at 7-ELEVEN STORE #39463 at 1100 South Rainbow Boulevard - Ward 1 (Knudsen)

35. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #34 at 890 North Pecos Road - Ward 3 (Diaz)

36. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #46 at 6020 West Charleston Boulevard - Ward 1 (Knudsen)

37. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #52 at 3200 North Rancho Drive - Ward 5 (Crear)

38. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #57 at 3195 North Rainbow Boulevard - Ward 5 (Crear)

39. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #58 at 3204 North Tenaya Way - Ward 4 (Anthony)

40. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #59 at 3651 West Sahara Avenue - Ward 1 (Knudsen)

41. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #62 at 7100 West Lake Mead Boulevard - Ward 1 (Knudsen)

42. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #65 at 1720 West Charleston Boulevard - Ward 1 (Knudsen)

43. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #73 at 901 North Buffalo Drive - Ward 2 (Seaman)

44. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #76 at 10076 West Sahara Avenue - Ward 2 (Seaman)

45. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #77 at 6400 West Lake Mead Boulevard - Ward 5 (Crear)

46. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #82 at 845 North Decatur Boulevard - Ward 1 (Knudsen)

47. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #88 at 7191 West Craig Road - Ward 4 (Anthony)

48. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #92 at 3051 East Bonanza Road - Ward 3 (Diaz)

49. For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #96 at 1080 South Rainbow Boulevard - Ward 1 (Knudsen)

50. For possible action to approve a Restricted Gaming License for IMPERIAL BAR, INC. dba ATOMIC TAVERN at 1402 South 3rd Street [Paul Albright, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

PUBLIC WORKS - CONSENT

51. For possible action to approve Interlocal Contract 1244 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering for the Farm Road, Tule Springs Road to Tenaya Way Project ($360,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

52. For possible action to approve Supplemental Interlocal Contract No. 1 - 1154a between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding for the Intersection Improvements Program: Fiscal Year 2020 City of Las Vegas Construction - Package 2 Project - Ward 6 (Fiore)

53. For possible action to approve Supplemental Interlocal Contract No. 2 - 1014b between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to reallocate project funds within the contract and extend the project completion date to December 31, 2021, for the Traffic Signal Improvements Program Fiscal Year 2019 Project - All Wards

54. For possible action to approve Supplemental Interlocal Contract No. 1 - 1056a between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding and extend the project completion date to December 31, 2021, for the Traffic Signal Improvements Program Fiscal Year 2018 Project at Gilmore Avenue and Cliff Shadows Parkway ($150,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 4 (Anthony)

55. For possible action to approve Supplemental Interlocal Contract No. 3 - 931c between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding and extend the project completion date to December 31, 2025, for the City-Wide Pedestrian Safety Improvements Project located throughout the CLV ($1,300,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

56. For possible action to approve a right-of-way dedication and roadway easement from Ismail Mohammad and

Gabriela Guadalupe Abushanab for right-of-way purposes located at the corner of Elkhorn Road and Jones Boulevard, APN 125-13-401-016 - Ward 6 (Fiore)

57. For possible action to approve Supplemental Interlocal Contract No. 3 - 960c between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2021, for the Arterial Reconstruction Program - Package 5 Project - Ward 4 (Anthony)

58. For possible action to approve a right-of-way dedication from the Monte and Annette Brown Living Trust Agreement located at the corner of Atwood Avenue and Pioneer Way, APN 138-10-402-016 - Ward 4 (Anthony)

RESOLUTIONS - CONSENT

59. R-54-2020 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with an Owner Participation Agreement between the RDA and Meadows Owner LLC (Owner) to participate in a public/private partnership with the developer on land located 4490 Meadows Lane (APN 139-31-111-010) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 1 (Knudsen) [Note: This item is related to RDA Item 4 (RA-10-2020)]

60. R-55-2020 - For possible action to approve a Resolution extending the duration of temporary programs allowing certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery, curbside pick-up, or take-out of alcoholic beverages in connection with the delivery, pick-up, or take-out of food by a person who has placed an order therefor - All Wards

DISCUSSION/ACTION ITEMS

ADMINISTRATIVE - DISCUSSION

61. Discussion for possible action regarding the ratification of Jeffrey Buchanan as Director of Fire and Rescue ($178,900 + Benefits - General Fund) - All Wards

62. Discussion for possible action regarding the ratification of Louis Molina as Director of the Department of Public Safety ($178,900 + Benefits - General Fund) - All Wards

CITY ATTORNEY - DISCUSSION

63. Discussion for possible action regarding a complaint and to set a hearing date for disciplinary action against Soul of Afrika Corp. and Eudora Mordi-Ozigbu, President, whose place of business is located at 1750 South Rainbow Boulevard, #8, Las Vegas, Clark County, Nevada, 89146 as holders of Beer Wine Cooler On-Sale License No. P66-00345/L68-00029, Restaurant License No. G66-06515, Tobacco Sales/Lounge License No. P67-00167, and Tobacco Dealer License No. G67-04516 for violations of the Las Vegas Municipal Code - Ward 1 (Knudsen)

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

64. Discussion for possible action regarding an Exclusive Negotiation Agreement (ENA) between the City of Las Vegas (City) and G2 Capital Devco, LLC dba G2 Capital Development (Developer) for properties bounded by Shadow Lane to the west, Wellness Way to the north, South Martin Luther King Boulevard to the east and West Charleston Boulevard to the south (APNs 139-33-402-014, -015 and -034) - Ward 1 (Knudsen)

PLANNING - DISCUSSION

65. Discussion for possible action regarding the adoption of the Second Amended and Restated Interlocal Agreement for the Southern Nevada Regional Planning Coalition (SNRPC) to update the name, purpose, membership and other related matters for the Board - All Wards

PLANNING - BUSINESS LICENSING - DISCUSSION

66. Discussion for possible action regarding a Tavern License for MORINOS ENTERPRISES, LLC dba COCOS BAR & GRILL at 1815 East Charleston Boulevard [Ruben Moreno, Managing Member] - Ward 3 (Diaz)

BOARDS AND COMMISSIONS - DISCUSSION

67. Discussion for possible action regarding the appointment of Thomas Perrigo to the Board of Directors of City Parkway V, Inc.

68. Discussion for possible action regarding the appointment of Thomas Perrigo to the Board of Directors of the Las Vegas Medical District Corporation, the Board of Directors of the Community Cure, Inc., and the Board of Directors of the Study Hub, Inc.

69. Discussion for possible action regarding the appointment of Thomas Perrigo to the Board of Directors of the Las Vegas Economic Recovery Corporation, formerly known as 495 Main Corporation

70. Discussion for possible action regarding the appointment of nominee Brendan Gaughan to the Audit Oversight Committee

RECOMMENDING COMMITTEE REPORT - DISCUSSION

BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

71. Bill No. 2020-37 - For possible action - Amends LVMC Chapter 6.69, relating to the regulation of reflexology, to update and clarify a number of provisions so as to be consistent with State law, and to establish new recordkeeping and operational requirements for reflexology establishments. Proposed by: Robert Summerfield, Director of Planning

72. Bill No. 2020-38 - For possible action - Amends various provisions of LVMC Chapter 6.52 to clarify licensing requirements for massage therapists, and establish new recordkeeping and operational requirements for massage establishments. Proposed by: Robert Summerfield, Director of Planning

73. Bill No. 2020-40 - For possible action - Updates various provisions of LVMC Chapter 6.08 regarding the operational and franchise requirements for ambulance services, including the addition of provisions to permit the City Council to select one or more contract ambulance service providers through a competitive or other process. Proposed by: Jeff Buchanan, Acting Chief of Fire and Rescue

BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

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

74. Bill No. 2020-39 - Amends LVMC Chapter 6.50 to establish a new alcohol delivery support service alcoholic beverage license category, together with associated requirements and limitations, and expand the categories under which a business can exercise an ancillary alcoholic beverage license. Sponsored by: Councilman Stavros S. Anthony

CLOSED SESSION

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

PLANNING

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

PLANNING - CONSENT

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

76. 20-0249 - EXTENSION OF TIME - SPECIAL USE PERMIT AND SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: 900-932 CASINO CENTER, LLC - For possible action on the following Land Use Entitlement project requests on 1.25 acres at the southwest corner of Casino Center Boulevard and Hoover Avenue (APNs 139-34-410-032 through 038), C-1 (Limited Commercial) Zone, Ward 3 (Diaz). Staff recommends APPROVAL.

    76a. 20-0249-EOT1 - Extension of Time of an approved Special Use Permit (SUP-65287) FOR A 14-STORY MIXED-USE DEVELOPMENT INCLUDING 33,396 SQUARE FEET OF COMMERCIAL SPACE AND 458 RESIDENTIAL UNITS.

76b. 20-0249-EOT2 - Extension of Time of an approved Site Development Plan Review (SDR-65288) FOR A 14-STORY MIXED-USE DEVELOPMENT INCLUDING 33,396 SQUARE FEET OF COMMERCIAL SPACE AND 458 RESIDENTIAL UNITS WITH WAIVERS OF DOWNTOWN CENTENNIAL PLAN ARCHITECTURAL STANDARDS.

PLANNING - ONE MOTION/ONE VOTE

The following are items that may be considered in one motion/one vote. They are considered to be routine non-public and public hearing items. 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.

77. 20-0188-ZON1 - REZONING - PUBLIC HEARING - APPLICANT: INTERNATIONAL ASSET MANAGERS, INC. - OWNER: SHANDER INTERNATIONAL, LLC - For possible action on a Land Use Entitlement project request for a Rezoning FROM: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT – 15 UNITS PER ACRE) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 11.96 acres at 5800 West Charleston Boulevard (APNs Multiple), Ward 1 (Knudsen). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

78. 20-0199 - PUBLIC HEARING - APPLICANT/OWNER: 190 OCTANE FT PARTNERS, LLC - For possible action on the following Land Use Entitlement project requests, Ward 6 (Fiore). The Planning Commission (6-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

78a. 20-0199-MOD1 - Major Modification of the BLM 270 Design Guidelines TO CHANGE THE NAME TO "SKYE HILLS (BLM 270); ADD THE R-TH (SINGLE FAMILY ATTACHED RESIDENCES) ZONING CLASSIFICATION; ADD CELL TOWERS AS A PERMITTED USE; REVISE THE MAXIMUM HEIGHT ALLOWED FOR INTERIOR RETAINING WALLS; ADD A GATED STREET ENTRY SECTION; AND ADD A NARROWED STREET SECTION on 275.80 acres generally located south of Farm Road, West of the Puli Trail alignment, north of Tropical Parkway and east of the future Sheep Mountain Parkway alignment (APNs Multiple).

78b. 20-0199-TMP1 - FOR A PROPOSED 215-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 15.30 acres at the southwest corner of Dorrell Lane and Puli Road (APN 126-23-610-001), PD (Planned Development) Zone. Staff recommends APPROVAL.

PLANNING - DISCUSSION

79. 20-0102 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS - For possible action on the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL on the Land Use Entitlement project.

79a. 20-0102-GPA1 - ABEYANCE ITEM - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

79b. 20-0102-ZON1 - ABEYANCE ITEM - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

80. 20-0091-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: MICHAEL MUELLER - For possible action on a Council Review of the Denial by the Planning Commission on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED MOUNTED ANTENNA OVER 15 FEET (ULTIMATE HEIGHT) USE at 1016 Carmel Shores Drive (APN 138-28-214-056), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seaman). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

81. 20-0118-SDR1 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: GOOD CLUCK WEST, LLC - OWNER: MLK CAREY, LLC - For possible action on a Land Use Entitlement project request for a Site Development Plan Review FOR A 2,380 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH AND A 3,000 SQUARE-FOOT OFFICE BUILDING DEVELOPMENT on 1.53 acres at 2360 North Martin L King Boulevard (APN

139-21-510-001 through 004), C-1 (Limited Commercial) Zone, Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

82. 20-0149-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: LAWRENCE C & CHERYL BATES - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ROOM ADDITION TO A LEGAL, NONCONFORMING BUILDING [SINGLE FAMILY RESIDENCE] on 0.16 acres at 1204 Palm Ter (APN 139-29-112-152), R-1 (Single Family Residential) Zone, Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

83. 20-0172 - PUBLIC HEARING - APPLICANT/OWNER: MISTTEEROSE HOLDINGS, LLC - For possible action on the following Land Use Entitlement project requests on 0.84 acres at 1622 and 1630 Sunset Drive (APNs 139-19-812-012 and 013), M (Industrial) Zone, Ward 5 (Crear). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (6-0 vote) recommends APPROVAL on the Land Use Entitlement project.

83a. 20-0172-VAR1 - TO ALLOW CHAIN LINK FENCING AS SCREENING FOR OUTDOOR STORAGE WHERE A SOLID SCREEN WALL IS REQUIRED

83b. 20-0172-SDR1 - Major Amendment to an approved Site Development Plan Review (SDR-76578) TO ALLOW MODIFICATIONS FOR A HEAVY MACHINERY AND EQUIPMENT STORAGE DEVELOPMENT WITH WAIVERS TO ALLOW NO PERIMETER LANDSCAPING AND CHAIN-LINK FENCING WHERE SUCH IS PROHIBITED

84. 20-0201-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RAJAT MINI MART AND CIGARETTES - OWNER: NICOLAS P. LISA D. DI PIETRO - For possible action on an Appeal of the Denial by the Planning Commission on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 2,521 SQUARE-FOOT BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE at 300 South Bruce Street (APN 139-35-413-112), Ward 3 (Diaz). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL.

85. 20-0204-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: TBC - THE BORING COMPANY - OWNER: THE CITY OF LAS VEGAS, ET AL - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED MONORAIL (TUNNEL) USE WITH A WAIVER TO ALLOW ENTITLEMENT CONSIDERATION PRIOR TO LICENSING AND OPERATIONAL AGREEMENT APPROVAL generally located beneath the rights-of-way of Las Vegas Boulevard from Sahara Avenue to Ogden Avenue, Ogden Avenue from Las Vegas Boulevard to Main Street, and Main Street from Ogden Avenue to Las Vegas Boulevard (APNs Multiple), Ward 3 (Diaz) and Ward 5 (Crear). The Planning Commission (5-0-1 vote) and Staff recommend APPROVAL.

86. 20-0205 - PUBLIC HEARING - APPLICANT: S.T. ENTERPRISES, LLC - OWNER: MDM PROPERTIES, LLC - For possible action on the following Land Use Entitlement project requests on 3.34 acres at 6755 North Durango Drive (APN 125-20-301-019), Ward 6 (Fiore). Staff recommends DENIAL on 20-0205-SDR1 while the Planning Commission (6-0 vote) recommends APPROVAL. The Planning Commission (6-0 vote) and Staff recommend APPROVAL on 20-0205-MOD1, 20-0205-ZON1 and 20-0205-VAC1.

86a. 20-0205-MOD1 - Major Modification of the Town Center Land Use Plan FROM: UC-TC (URBAN CENTER MIXED USE - TOWN CENTER) TO: GC-TC (GENERAL COMMERCIAL - TOWN CENTER)

86b. 20-0205-ZON1 - FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER)

86c. 20-0205-VAC1 - FOR A VACATION OF A GOVERNMENT PATENT EASEMENT

86d. 20-0205-SDR1 - FOR A 5,416 SQUARE-FOOT CAR WASH DEVELOPMENT WITH WAIVERS OF TOWN CENTER DEVELOPMENT STANDARDS

87. 20-0206-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen). The Planning

Commission (4-0-2 vote) and Staff recommend APPROVAL.

88. 20-0208-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT: RYAN WOLFINGTON - OWNER: DO RIGHT FEEL RIGHT HOLDINGS, LLC - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW ZERO PARKING SPACES WHERE TWO ARE REQUIRED on 0.05 acres at 727 Sea Pines Lane (APN 139-30-313-041), RPD-8 (Residential Planned Development - 8 Units Per Acre), Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

89. 20-0227-DIR1 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: ROCHELLE HOOKS - OWNER: HELEN AILEEN TOLAND LIVING TRUST - For possible action on a Land Use Entitlement project request to designate the Helen A. Toland Residence as a Historic Building on the City of Las Vegas Historic Property Register as approved by the Historic Preservation Commission (HPC-75560) on 0.82 acres at 1134 Comstock Drive (APN 139-28-210-053), R-E (Residence Estates) Zone, Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

90. 20-0266-DIR1 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Discussion for possible action regarding the adoption of the City of Las Vegas 2050 Master Plan, All Wards. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

91. 20-0277 - PUBLIC HEARING - APPLICANT/OWNER: 18 FREMONT STREET ACQUISITIONS - For possible action on the following Land Use Entitlement project requests at 8 Fremont Street (APN 139-34-113-001), C-2 (General Commercial) Zone, Ward 5 (Crear). The Planning Commission (5-0-1 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

91a. 20-0277-SUP1 - FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE NOT TO EXCEED 50 SQUARE FEET ON THE FIRST FLOOR WITHIN AN EXISTING RESORT HOTEL LEASED GIFT SHOP, WITH A WAIVER TO ALLOW SUCH AN ESTABLISHMENT ADJACENT TO THE PEDESTRIAN MALL, AS DEFINED BY TITLE 11.68, WHERE SUCH IS NOT PERMITTED.

91b. 20-0277-SUP2 - FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE NOT TO EXCEED 50 SQUARE FEET ON THE SECOND FLOOR WITHIN AN EXISTING RESORT HOTEL LEASED GIFT SHOP, WITH A WAIVER TO ALLOW SUCH AN ESTABLISHMENT ADJACENT TO THE PEDESTRIAN MALL, AS DEFINED BY TITLE 11.68, WHERE SUCH IS NOT PERMITTED

REPORTS AND PRESENTATIONS

92. Report from Jorge Cervantes, City Manager, and discussion for possible action regarding approval of the Citywide Strategic Plan for the City of Las Vegas - All Wards

SET DATE

93. 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

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

COUNCIL EMERGING ISSUES

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

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

COUNCIL MEMBER RECOGNITION

96. Council Member Recognition: Comments made by individual City Council Members during this portion of the agenda will not be acted upon by the City Council unless that subject is on the agenda and scheduled for action.

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THIS MEETING HAS BEEN PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS
IN ACCORDANCE WITH THE STATE OF NEVADA EXECUTIVE DEPARTMENT
DECLARATION OF EMERGENCY DIRECTIVE 006
The City of Las Vegas website – www.lasvegasnevada.gov
and
The Nevada Public Notice Website – notice.nv.gov

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

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: December 16, 2020

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Chaplain Victorya Campe, Messages of Faith Ministry

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
5

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: December 16, 2020

Agenda Item No.:
6

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: December 16, 2020

Agenda Item No.:
7

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the November 18, 2020 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
8

DEPARTMENT: City Manager **CONSENT**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

For possible action to approve an Interlocal Agreement between the City of Las Vegas (City) and Clark County (County) designating the County as the applicant and fiscal agent for purposes of the FY 2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Program in the amount of $922,213, with an allocation to the City in the amount of $160,535 for specialty program applications and grant administration - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas and Clark County intend to apply for funds offered by the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The grant provides funding for a range of program areas that support all components of the criminal justice system including multi-jurisdictional drug and task forces, crime prevention and domestic violence programs, courts, corrections, treatment and justice information sharing initiatives, and mental health programs. This grant has historically been received for Municipal Court programs as well as programs in other departments. The Interlocal Agreement identifies Clark County as the applicant/fiscal agent for the $922,213 anticipated program award. The City of Las Vegas projects and recommended allocations include: $132,240 to fund Municipal Court Specialty Court Program; $24,795 to fund the West Las Vegas Arts Center Performance and Visual Arts Camp for Kids Program; $3,500 for Administration of the FY 2020 JAG grant, which includes management and training activities. The total recommended funding allocation for the City of Las Vegas applications and administration is $160,535.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement between Clark County and the City of Las Vegas Justice Assistance Grant Program FY-2020 Award

INTERLOCAL AGREEMENT BETWEEN CLARK COUNTY AND THE CITY OF LAS VEGAS, REGARDING THE DESIGNATION OF CLARK COUNTY AS THE APPLICANT/FISCAL AGENT, PURSUANT TO THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM FY-2020 AWARD

This Interlocal Agreement is made and entered into this ___day of _____, 2020, by and between Clark County ("County"), acting by and through its governing body, and the City of Las Vegas ("City"), acting by and through its governing body. The County and City may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, The County and City are each lawful political subdivisions of the State of Nevada.

WHEREAS, There are grant funds available to the Parties under the FY-2020 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program ("JAG Program") (2019-DJ-BX-0831) in the combined amount of $922,213 ("Grant Funds"), in which the grant timeline is from October 1, 2018 to September 30, 2022, for "the support of all components of the criminal justice system, from multi-jurisdictional drug and task forces to crime prevention and domestic violence programs, courts, corrections, treatment and justice information sharing initiatives, and mental health programs. JAG funded projects may address crime through the provision of services directly to individuals and/or communities and by improving the effectiveness and efficiency of criminal justice systems, processes, and procedures." (*quoting*, Overview of Edward Byrne Memorial Justice Assistance Grant, Justice Assistance Grant (JAG) Program: Local Solicitation CFDA #16.738).

WHEREAS, The Parties have communicated and expressed a collective desire to apply for the Grant Funds through the JAG Program.

WHEREAS, The Parties were certified by the Director of the Bureau of Justice Assistance as a JAG Disparate Jurisdiction, and because of this certification, the Parties must

identify an applicant/fiscal agent that will submit a joint application to the Department of Justice, Office of Justice Program's Bureau of Justice Assistance ("BJA") for joint funds.

WHEREAS, The Parties intend for this Agreement to identify the applicant/fiscal agent of Grant Funds, as well as to determine the proper administration for the Grant Funds, including the procedure for the distribution and monitoring of the Grant Funds, mandates regarding the permitted and prohibited use of Grant Funds pursuant to the FY2020 JAG Program, timetables for the submission of relative reports pursuant to the rules of the FY2020 JAG Program, and general oversight of the Grant Funds.

AGREEMENT

I. Identification of the Applicant/Fiscal Agent for the Grant Funds.

The Parties hereby agree that **Clark County** is the applicant/fiscal agent and lead of the Grant Funds for purposes of the FY2020 Edward Byrne Memorial Justice Assistance Grant Formula Program.

II. Allocation of JAG Funds for Each Required Party

The Parties hereby acknowledge and agree to allocate funds to recipients and subrecipients in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: FY2020 Local Solicitation (attached hereto at Attachment 1) and any other rules and regulations promulgated by the Department of Justice following approval of the joint application by execution of grants and agreements in accordance with the terms hereof. Funding listed below shall be in accordance with the budget narrative from the final Edward Byrne Memorial JAG FY2020 Local Solicitation grant application submission to the Department of Justice.

A. City of Las Vegas Projects and Recommended Allocations:

1. The City of Las Vegas Municipal Court - $132,240 to fund the Specialty Court Program, which will provide for a six-step specialty court program to reduce crime and recidivism and increase public safety in the identified target population. This target population consists of: veterans, homeless, prostitutes, DUI offenders, mentally ill, and 18-24 year old offenders with propensity to be involved in crime-based risky behavior.
2. The City of Las Vegas (West Las Vegas Arts Center) - $24,795 to fund the Performance and Visual Arts Camp for Kids Program for "at risk" youth ages 10-15 years old. The program eliminates idle time for students who are vulnerable and might participate in gang activity, drug use, and crime.
3. The City of Las Vegas - $3,500 for administration of the FY2020 JAG grant, which also includes management and training activities.

   The total recommended funding allocation for the City of Las Vegas applications and administration is: $160,535.

B. Clark County Projects and Recommended Allocations:

1. Clark County District Attorney - $132,240 for costs associated with compensating two existing gang crime prosecutors for the Clark County District Attorney's Gang Unit. The attorneys of the Clark County DA's Gang Unit provide police agencies with primary contact for dealing with the majority of gang-related cases. Their specialization in these crimes and victims is an asset to both the office and its law enforcement partners, as the unit has enabled the office to obtain a multitude of felony

convictions and provided specific points of contact for information on gang-related questions for law enforcement and the community

2. Southern Nevada Police Athletic League - $20,663 to fund operations of a Neighborhood Tennis Academy, through which at-risk youth will be able to participate in a tennis program, which offers not only tennis instruction, but leadership and resiliency training, anti-gang, and other self-development skills and academic tutoring.
3. Project REAL Inc. – (Project REAL) $49,590 for personnel costs, teacher/law enforcement training for Clark County, promotional events, and contractual costs for program publications. Play by the Rules is primarily a Nevada middle school program taught by law enforcement/teacher teams to teach youth how to gain practical 'daily life' knowledge about state-specific laws and possible sanctions for breaking state laws, and how to acquire important life skills that can help youth refrain from participating in gang and other criminal activities.
4. Clark County Department of Juvenile Justice Services - $28,928 to fund the Probation Division who is responsible for the supervision and treatment of youth adjudicated as delinquent. The majority of these offenders are court ordered to complete community service as a restorative justice component of their case plan.
5. Boys & Girls Clubs of Las Vegas - $41,325 to fund personnel and operations for the SMART Moves program, which provides youth referred by law enforcement agencies and intervention organizations with gang awareness and resistance, conflict resolution, and positive peer training.

6. The Embrace Project - $78,518 to fund operations for the FREE to Choose program which provides support services to commercially sexually exploited children and youth between the ages of 12-21.
7. Clark County 8th Judicial District Court - $59,872 to fund a specialty court coordinator who will: a.) screen and assess referred defendants for appropriateness and appropriate level of care; b.) provide case management services that include coordinating placement in treatment programs and referrals to ancillary services; and c.) provide the presiding Court Judge and team information necessary to make effective responses to participants' behavior.
8. Hookers for Jesus - $20,663 to provide crisis counseling, individual and group therapy, job skills training, mentoring, educational seminars and workshops, and access to wide variety of community resources intended to promote healing and restoration for sexual assault victims ages 18 to 50.
9. Clark County Law Foundation - $15,322 to fund program operations for the Trial By Peers Program. This program is used as an alternative for first and some second-time juvenile offenders. This program provides juveniles with hands-on experience within the legal system.
10. Clark County Department of Family Services - $27,901 to operate the Parenting Project which will expand evidence-based parent education services in Clark County for court-referred agency referred parents and families.
11. Family and Child Treatment of So. Nevada, Inc. - $49,745 to provide professional mental health outpatient counseling, intervention, advocacy services, victims' services,

and support services to children and teens who are victims of child prostitution and/or sex trafficking in Las Vegas/Clark County.

12. Nevada Child Seekers - $42,183 to operate the Case Management Services Program which plays an integral role in assisting to rescue children from child trafficking, abduction, gangs, and drugs. Nevada is one of the nation's most transient states.
13. Vision Theatrical Foundation, Inc. - $43,423 to fund a program which presents real life and death situations that children ages 8 to 18 years old face daily, such as: school violence, drug abuse, teen pregnancy, gang and domestic violence, and teen suicide.
14. Mesquite Police Department - $12,398 to purchase a box camera and cradle point finder to assist with solving crimes and identifying crimes that are not being reported such as drug deals, graffiti, thefts, vehicles burglaries, vandalism, property drug deals, gang related activities, and sexual assault.
15. Boys Town Nevada - $20,663 to provide support services focusing on safety of the youth/family and community, reducing youth delinquent behaviors, and replacing with positive behaviors.
16. Awareness Is Prevention - $20,663 to develop and provide formal education programs custom made for various audiences, such as law enforcement agencies, teachers, social workers, counselors, principals, students, and their parents/caregivers, as well as homeless youth.
17. National Incident-Base Reporting System (NIBRS) - $27,666 to achieve the FBI's goal that by January 1, 2021, the FBI intends for NIBRS to be the law enforcement crime data reporting standard for the nation.

18. Clark County Administration - $69,915 for administration of the FY2020 JAG grant, which also includes management and training activities.

The total recommended funding allocation for Clark County applications and administration is: $761,678.

III. Rules and Procedures for Administration of the JAG Program

It is the responsibility for every Subrecipient of this grant to become familiar and comply with the requirements from the Department of Justice. Failure by any recipient to so execute will preclude Clark County from submitting required reports to the Department of Justice, which may result in loss of all funds for all eligible entities. Clark County, as fiscal agent, has established the following rules and procedures for the administration of the JAG Program in order to ensure compliance with United States Department of Justice, Bureau of Justice Assistance requirements:

1. City of Las Vegas and Subrecipients shall use the funds from this grant solely for the purposes listed in the grant application for "state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and criminal justice information systems for criminal justice that will improve or enhance such areas: law enforcement programs, prosecution and court programs, including indigent defense, prevention and education programs, corrections and community corrections programs, drug treatment and enforcement programs, planning, evaluation, and technology improvement programs, crime victim and witness programs, and mental health programs (other than compensation)", (*quoting*, Program areas of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2020 Local Solicitation).

2. City of Las Vegas and Subrecipients shall agree that funds received from this grant "be tracked, accounted for, and reported on separately from all other funds. Additionally, federal funds cannot be used as match for other federal awards". Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of FY2020 Local JAG funds. The accounting systems of all recipients and subrecipients must ensure that funds from any award under this solicitation are not commingled with funds from any other source. Misuse of Grant Funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties. Federal funds must be used to supplement existing funds for program activities and cannot replace or supplant nonfederal funds that have been appropriated for the same purpose. "Supplanting is prohibited under JAG", (*quoting*, Supplanting, Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY2020 Local Solicitation).
3. City of Las Vegas and Subrecipients agree that all funding recipients that propose to hold or sponsor conferences (including meetings, training, and other similar events) shall minimize costs. This requires the Office of Justice Program (OJP) to review and provide prior written approval of most conference costs for cooperative agreement recipients (and certain costs for grant recipients). "OJP generally prohibits the use of funding to provide food and beverages at conferences", (quoting, Minimization of Conference Costs, Edward Byrne Memorial Justice Assistance (JAG) Program FY2020 Local Solicitation). Due to Covid-19 all in-person meetings, training, and other similar events have been placed on hold.

4. City of Las Vegas and Subrecipients agree to provide Clark County with programmatic, quarterly time-sheets, and fiscal reports no later than **five calendar days after the end of each calendar quarter** to comply with the grant guidelines. "In order to be eligible to receive funds under this solicitation, applicants must certify that they will satisfy the reporting requirements, which require detailed reporting (including reporting on sub-awards) no later than ten calendar days after the end of each calendar quarter", *(quoting*, Eligibility of Edward Byrne Memorial Justice Assistance Grant).

    a. Recipient Reports - No later than 10 days after the end of each calendar quarter, each recipient that received Grant Funds shall submit a report to that agency that contains--

    (1) the total amount of federal funds received from that agency;

    (2) the amount of federal funds received that were expended or obligated to projects or activities; and

    (3) a detailed list of all projects or activities for which federal funds were expended or obligated, *including*--

    (A) the name of the project or activity;

    (B) a description of the project or activity;

    (C) an evaluation of the completion status of the project or activity;

    (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and

    (E) detailed information on any subcontracts or sub-grants awarded by the recipient shall include the data elements required to comply with the

Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting of awards $25,000 or more under this solicitation, consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA), will be required to report award information on any first-tier sub-awards totaling $25,000 or more, and, in certain cases, to report information on the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients. Each applicant entity must ensure that it has the necessary processes and systems in place to comply with the reporting requirements should it receive funding. Reports regarding sub-awards will be made through the FFATA Sub-award Reporting System (FSRS), found at www.fsrs.gov/.

(F) Subrecipient shall comply with the requirements of the 2 CFR Chapter II, Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" and its relevant sub parts as they are related to the use of the JAG Funds by Subrecipient, and is subject to the current federal regulations as may be amended.

b. Applicants should anticipate that no sub-award of an award made under this solicitation may be made to a Subrecipient (other than an individual) unless the potential Subrecipient acquires and provides a Data Universal Numbering System (DUNS) number.

c. If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a), the head of the

department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

d. FY2020 Local Justice Assistance (JAG) grant recipients may expect that the information posted by Office of Justice Programs (OJP) will identify grantees that are delinquent in their reporting. In addition, in keeping with standard OJP practice, grant recipients who do not submit required reports by the due date will not be permitted to drawdown funds thereafter, during the pendency of the delinquency, and may be subject to other appropriate actions by OJP, including, but not limited to, restrictions on eligibility for future OJP awards, restrictions on draw-down on other OJP awards, and suspension or termination of the award. Funding recipients may expect that a standard form and/or reporting mechanism may be available. Additional instructions and guidance regarding the required reporting will be provided as they become available.

IV. Distribution of the Grant Funds

The distribution of the Grant Funds, in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program: FY2020 Local Solicitation (attached hereto at Attachment 1) and any other rules and regulations promulgated by the Department of Justice shall be as follows:

1. Prior to any disbursement of Grant Funds, each Subrecipient must provide written proof of a DUNS number and registration in the CCR database. Failure to provide written proof will result in forfeiture of the Grant Funds allocated to the Subrecipient.

2. City of Las Vegas and Subrecipients shall submit to Community Resources Management the requests for reimbursement for each month, by the 20th day after the end of each calendar quarter.
3. Report templates to be completed by City of Las Vegas and Subrecipients, will be provided by Clark County. Reports and reimbursement requests may be submitted electronically to the fiscal agent via ZoomGrants.
4. Failure to submit programmatic, quarterly time-sheets, and financial reports no later than **five calendar days after the end of each calendar quarter may result in the forfeiture of the grant allocation to City of Las Vegas and Sub-recipient**.
5. City of Las Vegas and Subrecipients will allow a designated representative of the fiscal agent to monitor, at any time or place, the programmatic and fiscal activities as they relate to this grant. Failure to comply will result in the forfeiture of the grant allocation and will require that the parties come to a consensus of how the forfeited funds will be redistributed.
6. A quarterly WebEx meeting may be scheduled by the parties after the end of each calendar quarter to ensure that all City of Las Vegas and Subrecipient reports have been submitted, provide updated reporting requirements, or to reallocate forfeited funds.
7. The fiscal agent will prepare a budget modification that will be submitted with the fiscal and programmatic reports, as required by the Byrne Memorial Justice Assistance Grant. Upon approval of the written budget modification by the Department of Justice, the redistributed funds will be available.

8. The interest earned on the above project revenues will be allocated as follows: Vision Theatrical Foundation and Boys Town Nevada and shall receive interest earned evenly.

V. Agreement Liability

Nothing in the performance of this Agreement shall impose any liability for claims against the City of Las Vegas other than claims for which liability may be imposed by the Tort Claims Act.

VI. Party Responsibilities

Each Party of this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other Party.

VII. Third Party

The Parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

VIII. Party Obligations

By entering into this Agreement, the Parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

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IN WITNESS WHEREOF, the Parties have set their hands the day and year last written below.

CITY OF LAS VEGAS

Carolyn G. Goodman, Mayor Date

ATTEST:

LuAnn D. Holmes, City Clerk Date

APPROVED AS TO FORM:

John S. Ridilla 11/23/2020

Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

CLARK COUNTY

Marylin Kirkpatrick, Chair Date

ATTEST:

Lynn Goya, County Clerk Date

APPROVED AS TO FORM:

Steven Sweikert 10-21-20

Steven Sweikert, Date
Deputy District Attorney

FY-2020 CLV ALLOCATIONS CC LEAD JAG 0831

ATTACHMENT 1

Local JAG FY-2019	DOJ allocation=	$922,213	
AGENCY NAME	LLEAC FY2019 ALLOCATIONS	17.35% Reduction(-)	DOJ FY2019 Allocation
Clark County District Attorney (Gang Unit)	$160,000	($27,760)	$132,240
City of Las Vegas Municipal Court (Specialty Substance Reduction)	$160,000	($27,760)	$132,240
Project REAL (Youth Delinquency)	$60,000	($10,410)	$49,590
Boys and Girls Clubs of Southern Nevada (Bullying)	$50,000	($8,675)	$41,325
Clark County Dept. of Family Services (Parenting Project)	$33,758	($5,857)	$27,901
8th Judicial District Court (Felony DUI)	$72,440	($12,568)	$59,872
The Police Athletic League, Inc. (Juvenile Crime Reduction)	$25,000	($4,338)	$20,663
Clark County Law Foundation (Trial by Peers)	$18,538	($3,216)	$15,322
Hookers for Jesus (HumanTrafficking Victims)	$25,000	($4,338)	$20,663
Family and Child Treatment of So. NV, Inc. (Teen & Child Trafficking)	$60,188	($10,443)	$49,745
Mesquite Police Department (Surveillance Equipment)	$15,000	($2,603)	$12,398
Clark County Dept. of Juvenile Justice Services (Youth Public Service Program)	$35,000	($6,073)	$28,928
Nevada Child Seekers (Endangered Children)	$51,038	($8,855)	$42,183
Boys Town Nevada (Youth Support Services)	$25,000	($4,338)	$20,663
Awarness is Prevention (Human Trafficking)	$25,000	($4,338)	$20,663
The Embracing Project (Services to Youth Victims)	$95,000	($16,483)	$78,518
City of Las Vegas -West Las Vegas Arts Center	$30,000	($5,205)	$24,795
Vision Theatrical Foundation	$52,538	($9,115)	$43,423
Subtotal	$993,500	($172,372)	$821,128
CC Admin Costs (10% Allowed)	$70,000	($81)	$69,919
CLV Admin Costs (10% Allowed)	$3,500	-	$3,500
NIBRS 3%	$33,000	($5,334)	$27,666
Subtotal	$106,500	($5,415)	$101,085
TOTAL	$1,100,000	($177,787)	$922,213

The LLEAC voted to apply any interest earned evenly on the below two projects: Vision Theatrical and Boys Town NV

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
9

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

SUBJECT:
For possible action to approve an additional allocation of $400,000 of HOME Investment Partnerships Program Grant Funds and Account for Affordable Housing Trust Funds (AAHTF) to Neighborhood Housing Services of Southern Nevada, for the construction of 60 senior apartment units located at 832 North Eastern Avenue (APN 139-25-301-001) - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Affordable Housing Development Review Committee received an application for HOME and AAHTF funds in the amount of $1,500,000. The committee recommended this project for funding. The City Council approved the allocation on July 22, 2020. Since the original approval, the developer has requested an additional $875,000 in gap funding to cover the difference in requested funding versus funding awarded. After reviewing the request and reviewing the available HOME funding, we are requesting that an additional $400,000 be allocated to this project. The project would provide new construction of 60 senior housing units.

RECOMMENDATION:
Staff recommends the Mayor and City Council to approve the additional funding allocation and authorize the Office of Community Services to execute any and all related documents approved as to form by the City Attorney's office.

BACKUP DOCUMENTATION:
1. Affordable Housing Project Fact Sheet
2. Letter Requesting Additional Funds from Developer

AFFORDABLE HOUSING PROJECT FACT SHEET

Construction Start Date: *March 2021*

Council Date: 07-22-2020
Additional Funds 12-16-2020

Completion Date: *May 2022*
(Dates are tentative)

Project: Eastern Land Senior Apartments
832 North Eastern Avenue
Las Vegas, 89107
(APN 139-25-301-001)

Ward: 3 (Diaz)

Developer: NHSSN (Neighborhood Housing Services of Southern Nevada)

Partners: N/A

Project Type: Rehabilitation – Family Rental Housing

Home Funds Requested: $ 1,900,000.00 (10 % of total project cost)

Total Project Cost: $14,485,053.00

Funding Sources:

	Requested	*% of*
City HOME Funds	$1,900,000.00	%13.11
Other	$12,585,053.00	%86.89
Total	$ 14,485,053.00	100.00

Total Units: 60
42 1-bedroom
18 2-bedroom

Income Targeting:
8 units <30% AMI
36 units <40% AMI
7 units <50% AMI
9 units Unrestricted

Affordable Units: 51

Narrative

City of Las Vegas 2015 – 2020 Consolidated Plan and Action Plan espouses the need for affordable rental housing and noting that 43.1% of low-and moderate-income households pay over 50% of their income for housing. 51 of the 60 units will be reserved for low-income tenants.

Eastern Land Senior Apartments is a proposed new construction, 60-unit mixed-income senior supportive housing development to be located in northeast Las Vegas. The development will include the physical spaces and social supports to allow very- and extremely low- income seniors to age in place in a setting that promotes independence and dignity. The project is being developed by Neighborhood Housing Services of Southern Nevada (NHSSN), which is a non-profit organization that provides transitional housing, affordable rentals, educational workshops, and homeownership assistance with the goal of building better neighborhoods, block by block.

The project will employ a part-time Resident Service Coordinator who will assist residents in remaining financially and physically self-sufficient. The Coordinator will help residents access an extensive network of local services and work with providers to host on-site group workshops and information sessions. The Coordinator will also work with residents to plan on-site activities, holiday lunches, outings, and to develop a monthly newsletter.

NHSSN's vision is to provide affordable housing, homeownership, education, and neighborhood revitalization in targeted areas throughout Southern Nevada to low-and-moderate-income individuals and families. Which is why our units are the best looking on the block. NHSSN believes that safe, habitable, and affordable housing doesn't have to be, and shouldn't be ugly. We believe affordable housing can and should be stylish, energy-efficient, and economical.

We are not new to rehabilitation or property management; NHSSN has acquired, rehabbed, and retained and/or sold more than 150 units of affordable apartments and single-family homes in the Las Vegas Valley. Each property incorporates a mixture of solar and functional thoughtful energy-efficient design.

NHSSN
Building Better Neighborhoods
Block By Block

October 6, 2020

Mr. Pat Petrie
Grant Program Coordinator
Office of Community Services
City of Las Vegas
495 S. Main St
Las Vegas, NV 89101

Dear Mr. Petrie,

Thank you for taking the time to speak with us about our Eastern Senior Housing development that will serve very low-to-moderate-income seniors. Our LIHTC project will bring much-need affordable housing to the City of Las Vegas. This letter serves as a formal request for additional funding for the project. NHSSN is asking for $875,000 to cover the difference in requested funding versus funding received. NHSSN applied for funding from multiple sources, including City of Las Vegas HOME, AHP, and NHD/NHTF.

Additional funding through the City of Las Vegas will help fill the gap in the project's financing. NHSSN has been awarded funding through Las Vegas HOME and NHD/NHTF.

If you have any questions about the project or require any additional information, please feel free to contact me directly at 702-649-0998, mmerced@nwsn.org.

Best regards,

Michelle Merced
Executive Director
NHSSN

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
10

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

SUBJECT:
For possible action to approve the Second Amendment to Amended and Restated Declaration of Special Land Use Restrictions, Option to Purchase, and Infrastructure Agreement (DSLURS) between City Parkway V, Inc. and PQ Holdings LLC to extend the dates for feasibility and construction start for a hospitality/resort project on parcels P and Q in Symphony Park bounded by West Ogden Avenue to the north, the Union Pacific Railroad to the east, South City Parkway to the west and Parcel O2 to the south (APN 139-34-110-005) at Symphony Park - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
PQ Holdings LLC wish to extend the date in the DSLURS three years to submit conceptual drawings and plans and the date to start construction for parcels PQ (APN 139-34-110-005) in Symphony Park. This is the only change to the DSLURS.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Second Amendment to Amended and Restated Declaration of Special Land Use Restrictions, Option to Purchase, and Infrastructure Agreement

SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF SPECIAL LAND USE RESTRICTIONS, OPTION TO PURCHASE AND INFRASTRUCTURE AGREEMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF SPECIAL LAND USE RESTRICTIONS, OPTION TO PURCHASE AND INFRASTRUCTURE AGREEMENT ("*Amendment*") is made as of 16th of December, 2020, by and between CITY PARKWAY V, INC. a Nevada non-profit corporation ("*CPV*"), and PQ HOLDINGS, LLC, a Nevada limited liability company ("*PQ*"). CPV and PQ are herein individually and collectively referred to as the "*Parties*" or singularly as a "*Party*".

WHEREAS:

A. The Parties entered into that certain Amended and Restated Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement dated May 3, 2017, as amended by that certain Amendment to certain Amended and Restated Declaration of Special Land Use Restrictions, Option to Purchase and Infrastructure Agreement dated December 5, 2018 (collectively, the "*Declaration*")

B. The Parties have agreed to enter into this Amendment to modify the Declaration to provide among other matters the extension of time deadlines for the design, commencement and construction of the Project.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by the Parties, the Parties hereto agree as follows:

1. Definitions. The Parties agree that all capitalized terms contained herein that are not defined herein shall have the same meaning as set forth in the Declaration.

2. Feasibility Date. The Parties agree that Section 2.2(a) of the Declaration is hereby deleted in its entirety and the following substituted in lieu thereof:

> (a) No later than December 7, 2024 (the "*Feasibility Date*"), Developer shall have submitted to CPV conceptual drawings and plans of the Specific Facilities which have been submitted for approval pursuant to the Design Standards. In the event Developer fails to submit such evidence as required by this Section 2.2(a), the sole and exclusive remedy of CPV will be as set forth in Section 3.4 below. Developer shall have no right to extend the Feasibility Date.

3. Commencement. The Parties hereby agree that the Construction Commencement Date is hereby extended to December 17, 2027.

4. Effect. The Parties agree that except as set forth in this Amendment, (i) the Declaration remains in full force and effect and (ii) in the event of any conflict between the terms of the Declaration and this Amendment, this Amendment shall govern and control.

5. Counterpart Signatures. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Amendment may be accomplished by facsimile or electronic transmission of this Amendment. In such event, the Parties hereto shall promptly thereafter deliver to each other executed counterpart originals of this Amendment.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date set forth beneath their respective signatures below.

CPV

CITY PARKWAY V, INC.,
a Nevada corporation

By _____
William Arent
Vice President

DEVELOPER

PQ HOLDINGS, LLC, a Nevada limited liability company

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

_____
Date
11-17-20

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
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DEPARTMENT: Economic & Urban Development **CONSENT**
DIRECTOR: Bill Arent

SUBJECT:
For possible action to approve a 10-year Pollution Legal Liability Insurance Policy with Beazley Eclipse Insurance Services for Symphony Park, which is bounded by West Ogden Avenue on the north, South Grand Central Parkway on the west, West Bonneville Avenue on the south and the Union Pacific Railroad Tracks on the east, effective December 31, 2020 - December 30, 2030 ($196,865.56 - City Parkway V, Inc.) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $196,865.56
Funding Source: City Parkway V, Inc.
Dept./Division: Economic and Urban Development

PURPOSE/BACKGROUND:
Due to the history of ground pollution in the Symphony Park area, Pollution Legal Liability was necessary for future property transfers. Our insurance broker (Willis Towers Watson) marketed this coverage to five carriers and determined Beazley Eclipse Insurance Services was best suited and provided the best value to the City. Beazley's quote of $196,865.56 represents an increase of $66,807 (+51%) from the expiring rate of $130,050. This represents approximately a 5% per year increase over the expiring 10-year policy. Beazley's AM best rating is A XV.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Pollution Legal Liability Policy Premium and Surplus Lines Taxes

Willis Towers Watson

www.willistowerswatson.com

Willis Towers Watson Insurance Services West, Inc.
525 Market Street, Suite 3400
San Francisco, CA 94105-2742
Phone: (415) 298-7309

December 3, 2020

Brenda Hughes
Senior Economic Development Specialist
Economic and Urban Development/Redevelopment Division
495 S. Main Street, 6th Floor
Las Vegas, NV 89101

RE: Pollution Legal Liability Policy Premium and Surplus Lines Taxes

Dear Brenda:

Here is what the premiums are with the adjusted commission and I included surplus lines and taxes. Note that I will state the Additional Premium for terrorism coverage, however note that the expiring policy excluded terrorism.

The 5-year premium was $109,215, it is now $104,341 (this includes commission of 11%, it does not include terrorism for an additional 1%).

The 10-year premium was $198,393, it is now $189,476 (this includes commission of 11%, it does not include terrorism for an additional 1%).

With Surplus lines taxes and fees included:

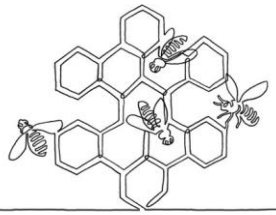
The 5-year premium would be $104,341 + $4,069.30 = $108,410.30 (terrorism is not included).

The 10-year premium would be $189,476 + $7,389.56 = $196,865.56 (terrorism is not included).

Let me know if you have any questions.

Sincerely,
Ed Morales
Senior Broker/ Environmental Practice

Cc: John Raftery, City of Las Vegas,
Beth Kennedy, Chuck Halsey & Karen Caterino - WTW



23-Nov-2020

Ed Morales
Willis Towers Watson Insurance Services West, Inc.
525 Market Street, Suite 3400
San Francisco, CA 94105

RE: **City Parkway V, Inc.**
Beazley ECLIPSE
ENVIRO COVERED LOCATION INSURANCE POLICY (SITE ENVIRONMENTAL)
Covered Location Pollution Liability Quotation

Dear Ed,

In accordance with your request for a proposal and based on the information submitted, we are pleased to offer the following Quotation of insurance for the above captioned account. Please note that the terms and conditions outlined below are not necessarily in compliance with the specifications requested in your submission. The Underwriters are not obligated to provide coverage not addressed in this proposal. Coverage would be provided on a surplus lines basis and is subject to receipt, review and written acceptance of the following information prior to binding unless noted otherwise (terms, conditions and pricing subject to change):

CONDITIONS

1. Completed, signed and dated Beazley Application, prior to binding.
2. Signed TRIA form, prior to policy issuance

Please note: If we do not have record of the license required to bind this risk and receive an order to bind, license information must be provided in order to proceed. Additional information regarding state license requirements can be found under Broker Access / FAQ at Beazley.com or State License Requirements.

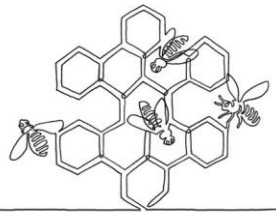
CARRIER

We are a specialist insurer with more than two decades of experience in providing clients with the highest standards of policy and claims service worldwide. All our insurance businesses are rated A (Excellent) by A.M. Best.

Underwriter: **Lloyd's Syndicates 623/2623 – A.M. Best's Rating A (Excellent), Class XV**

Form: **Beazley ECLIPSE F00738 102019**

Authority Reference Number: B6012BUSANMSL2001



TERMS

Named Insured: City Parkway V, Inc.

Address: 400 Stewart Avenue, 2nd Floor
Las Vegas, NV 89101

Policy Period: Effective: TBD
Expiration: TBD
Both dates at 12:01AM local time at the Insured's Address

Optional ERP: Up to 36 Months @ 200% Maximum of the Policy Premium

Commission: 11%

Coverage	Coverage Provided
I.A.1. New Pollution Conditions – (BI/PD and Cleanup)	Yes
I.A.2. New Pollution Conditions – 1st Party Discovery	Yes
I.B.1. Existing Pollution Conditions – (BI/PD and Cleanup)	Yes
I.B.2. Existing Pollution Conditions – 1st Party Discovery	Yes
I.C. Transportation	Yes
I.D. Non-Owned Disposal Site	Yes
I.E. Crisis and Reputation Management Expenses	Yes
I.F. Business Interruption Costs	Yes

See below for amendments to coverage outlined above, if any.

Limit Option Each Pollution Condition	**Limit Option** Aggregate for the Policy Period	**Deductible Options** Each Pollution Condition	**5 Years**	**10 Years**
$10,000,000	$10,000,000	$100,000	$104,341	$189,476

Acts of Terrorism Coverage (Disclosure Notice Attached Below): This optional coverage may be elected or rejected at the time of binding. If this coverage is elected, an additional premium of 1% will be charged and an endorsement providing this coverage will be added to the policy. If this coverage is rejected an endorsement rejecting this coverage will be added to the policy.

Retroactive Date - I.B.: None

Retroactive Date - I.C.: None

Retroactive Date - I.D.: None

Additional Claims Expenses Limit: 25%

Crisis and Reputation Expenses Coverage Each Pollution Condition Sublimit: $250,000

Period of Restoration: 365 Days

I.F. Deductible Period: 3 Days

This quotation provides coverage for the following scheduled Covered Location(s):

Address	City	State	Zip Code	Use
See Covered Locations Endorsement				Commercial/ mixed use with upcoming development

DISCLOSED DOCUMENTS AND POLLUTION CONDITIONS

☐ N/A

☐ No disclosures made by Insured(s) or its agent(s).

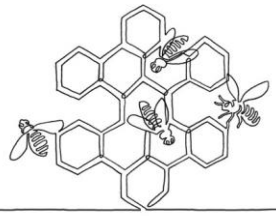
☒ Disclosed documents and pollution conditions outlined below:

Disclosed Documents *(for purposes of the Application, the following only are considered Disclosed Documents - electronic file names/reports listed as on file with the Underwriters - documents referenced and not actually provided are not considered Disclosed Documents)*

✓ TBD

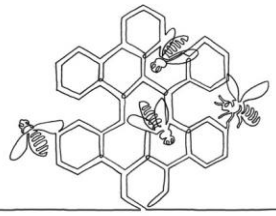
SPECIAL PROVISIONS / ENDORSEMENTS *(subject to **CONDITIONS** above)*

1. SCHEDULE2020 — Lloyd's Security Schedule
   - Syndicate 2623 82%
   - Syndicate 623 18%
2. NMA1256 — Nuclear Incident Exclusion Clause-Liability-Direct (BROAD) (U.S.A.)
3. NMA1477 — Radioactive Contamination Exclusion Clause-Liability-Direct (U.S.A.)
4. NMA2918 — War and Terrorism Exclusion Endorsement
5. E06693012015 — U.S. Terrorism Risk Insurance Act of 2002 as Amended, New and Renewal Business Endorsement (if TRIA is accepted)
6. E06694012015 — U.S. Terrorism Risk Insurance Act of 2002 as Amended, Not Purchased Clause (if TRIA is rejected)
7. E06671012015 — Policyholder Disclosure Notice of Terrorism Insurance Coverage
8. E12412012019 — Minimum Earned Premium
   - 25% at inception
   - 100% at the end of the first year
9. E05654042014 — Disclosed Document Schedule
10. E12453012019 — Other Insurance – Primary Without Right of Contribution
11. E12750122019 — Additional Named Insured
    - City Parkway IV A, Inc.



- Office District Parking I, Inc.
- City of Las Vegas

12. E12462012019 Additional Insured
    - PH GSA LLC
    - Las Vegas Performing Arts Center
    - Keep Memory Alive
13. E12444012019 Aggregate Deductible
    - $300,000 3X before $25,000 maintenance deductible applies
14. E12760032019 Covered Locations
    - APN 139-33-511-008, Las Vegas, NV
    - APN 139-33-511-009, Las Vegas, NV
    - APN 139-33-511-010, Las Vegas, NV
    - APN 139-33-599-025, Las Vegas, NV
    - APN 139-33-610-024, Las Vegas, NV
    - APN 139-33-610-028, Las Vegas, NV
    - APN 139-33-610-033, Las Vegas, NV
    - APN 139-33-610-029, Las Vegas, NV
    - APN 139-33-699-008, Las Vegas, NV
    - APN 139-33-610-027, Las Vegas, NV
    - APN 139-34-110-005, Las Vegas, NV
    - APN 139-34-110-007, Las Vegas, NV
    - APN 139-34-110-008, Las Vegas, NV
    - APN 139-34-110-009, Las Vegas, NV
    - APN 139-34-110-010, Las Vegas, NV
    - APN 139-34-110-011, Las Vegas, NV
    - APN 139-34-110-013, Las Vegas, NV
    - APN 139-34-110-014, Las Vegas, NV
    - APN 139-34-199-019, Las Vegas, NV
    - APN 139-34-211-001, Las Vegas, NV
    - APN 139-34-211-002, Las Vegas, NV
    - APN 139-34-211-004, Las Vegas, NV
    - APN 139-34-211-005, Las Vegas, NV
    - APN 139-34-299-030, Las Vegas, NV
    - APN 139-27-401-036, Las Vegas, NV
    - APN 139-27-401-040, Las Vegas, NV
    - APN 139-27-401-041, Las Vegas, NV
    - APN 139-27-401-042, Las Vegas, NV
    - APN 139-33-610-026, Las Vegas, NV
15. E13061062019 Amend Covered Location Definition to Include Easements and Right of Ways
16. E13050062019 Amend Failure to Maintain Institutional or Engineering Controls Exclusion
17. E13790022020 Specified Activities Exclusion- Designated
    - The removal, transportation or disposal or any building materials



Schedule		
Applies solely with respect to	**Covered Location**	APN 139-34-110-007, Las Vegas, NV APN 139-34-110-008, Las Vegas, NV

18. E13790022020 Specified Activities Exclusion- Designated

- The removal, transportation or disposal of any material located below grade
- The removal, transportation or disposal or any building materials

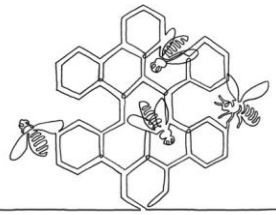
Schedule		
Applies solely with respect to	**Covered Location**	APN 139-27-401-040, Las Vegas, NV APN 139-27-401-042, Las Vegas, NV

19. E13588112019 Designated Specified Coverage and Contamination Exclusion

- Total petroleum hydrocarbons
- Media: soil and groundwater
- As reference in: NDEP's approved Soil and Groundwater Management Plan
- On, at, under or migrating from

Schedule		
Applies solely with respect to	Insuring Clause(s)	I.B.
Applies solely with respect to	**Coverage(s),** including **Claims Expenses** arising therefrom	**Cleanup Costs**
Applies solely with respect to	**Covered Location**	APN 139-34-110-007, Las Vegas, NV APN 139-34-110-008, Las Vegas, NV

20. E13585112019 Designated Microbial Matter Exclusion Prior to Certificate of Occupancy



Schedule		
Applies solely with respect to	**Covered Location**	APN 139-34-110-007, Las Vegas, NV APN 139-34-110-008, Las Vegas NV APN 139-27-401-040, Las Vegas, NV APN 139-27-401-042, Las Vegas, NV

CHOICE OF LAW

Choice of Law: Nevada

NOTICE

This quotation is through a surplus lines carrier on whose behalf we are authorized to act. Compliance with applicable laws including filings and payment of taxes and fees is the responsibility of the insured, the insurance agent or insurance broker. If coverage is bound, please advise the license number of the producer making the filing.

This quotation is strictly conditioned upon no material change in risk occurring between the date of this letter and the inception date of the proposed policy (including any claim or notice or circumstances which may reasonably be expected to give rise to a claim under any policy of which the policy being proposed by this letter is a renewal or replacement). In the event of such change of risk, the Insurer may in its sole discretion, whether or not this offer has already been accepted by the Insured, modify and/or withdraw this offer.

In order to complete the review process, we require that you send us any additional information requested above. We are not required to bind prior to our receipt and approval of the above information. However, if we do bind coverage prior to such approval, the terms and conditions as indicated above could be amended until such receipt and acceptance.

This quotation is valid for 60 days or until the Effective Date noted above, whichever is earlier. Please be advised that if coverage is bound, premium must be remitted within 30 days of binding.

Thank you for the opportunity.

Best Regards,

Courtney Keeney
Specialty Lines - Environmental
BEAZLEY INSURANCE SERVICES
CA Lic.# 0G55497
t: +1 (415) 263-4068
a: 101 California Street, Suite 1850, San Francisco, CA 94111
e: courtney.keeney@beazley.com
w: www.beazley.com

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
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DEPARTMENT: Finance **CONSENT**
DIRECTOR: Venetta Appleyard

SUBJECT:
For possible action to approve an Interlocal Agreement as authorized by the Interlocal Cooperation Act (authorized pursuant to Nevada Revised Statutes Chapter 277.080 to 277.180, inclusive) between the City of Las Vegas (City) and the Las Vegas Valley Water District (District) for the District's use of City poles for advanced metering infrastructure (AMI) facilities to facilitate District operations - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This Interlocal Agreement will allow the District to place AMI facilities on City poles located in City right-of-way (ROW) to facilitate automated meter reading throughout the City. The District will pay the City a license fee comprised of the cost of its power usage for the AMI facilities (not to exceed $10,000 per year) and the cost of any trouble-shooting/technical support provided by the City (not to exceed $40,000 per year). These not-to-exceed amounts will be increased annually by the Consumer Price Index for All Urban Consumers (CPI-U). Additionally, the District must obtain all required permits and pay all usual and customary permit fees to the City for work in the ROW.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement for the Use of City of Las Vegas Poles for Las Vegas Valley Water District Automated Meter Reading Facilities

INTERLOCAL AGREEMENT
FOR THE USE OF CITY OF LAS VEGAS POLES FOR
LAS VEGAS VALLEY WATER DISTRICT AUTOMATED METER READING FACILITIES

THIS INTERLOCAL AGREEMENT, made and entered into by and between the City OF LAS VEGAS, a Nevada municipal corporation (the "**City**") and the LAS VEGAS VALLEY WATER DISTRICT, a political subdivision of the State of Nevada, (the "**District**"). The City and District are sometimes collectively referred to herein as the "**Parties**".

This Agreement is effective on the later of the date approved by the Las Vegas City Council or the Las Vegas Valley Water District Board of Directors, so long as approval by one is within thirty (30) calendar days of approval by the other (the "**Effective Date**").

RECITALS

WHEREAS, the Parties are authorized to enter into agreements pursuant to Nevada Revised Statute ("**NRS**") 277.080 through 277.180;

WHEREAS, the District is engaged in the business of distributing potable water in the City of Las Vegas, Nevada, and portions of the County of Clark, Nevada;

WHEREAS, the City, as part of its municipal functions, owns, operates, maintains, and replaces streetlight and traffic signal poles in City Right-of-Way ("**City ROW**") individually and collectively, a "**City Pole**" and the "**City Poles**");

WHEREAS, the District is undertaking an Advanced Metering Infrastructure ("**AMI**") project;

WHEREAS, the District desires to install and maintain, at its sole cost and expense the required AMI collectors and repeaters and any related appurtenances (individual and collectively, an "**AMI Facility**" or the "**AMI Facilities**") for the purpose of automated meter reading throughout the City; and

WHEREAS, the City desires to allow the District to install and operate the non-standard AMI Facilities, mounted on City Poles, pursuant to the City's requirements and subject to the District performing all of the terms, conditions and provisions hereinafter set forth and required of the District.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, it is agreed as follows:

AGREEMENT

1. GRANT OF LICENSE.

By mutual execution of this Agreement, the City hereby grants to the District, subject to the terms and conditions in this Agreement, a revocable license (the "**License**") to use install, operate, and maintain the AMI Facilities on City Poles. The District's use of the City Poles shall not interfere with the City's, or any public or quasi-public body governed by the City, or any others who have rights on the City ROW, ability to install, maintain, or use existing and future improvements, including, but not limited to, street lighting system, traffic control system, sidewalks, water supply and distribution system, sanitary sewer collection system, and storm water collection and conveyance. Further, the District acknowledges that the City has granted licenses and other rights to third parties prior to this Agreement. The District accepts

this License subject to all existing superior rights of any party to the City ROW, and is made without covenant by the City of any title to or for quiet enjoyment of the City ROW. Further, the District agrees to not sublet this License.

2. TERM.

a. The term of this grant of license shall be perpetual (the "**Term**"). This Agreement may be terminated by either party, with or without cause and regardless of the nature of the improvement made by the District, upon sixty (60) calendar days' written notice to the District. Upon termination, the District shall remove the AMI facilities pursuant to the terms of this Agreement.

b. Either party may terminate this Agreement in the event the other party hereto fails to observe and perform any provision, condition, covenant, restriction, or agreement herein and where such failure continues for thirty (30) calendar days after notice thereof from the non-breaching party, provided, however, that if the nature of the failure is such that it cannot reasonably be cured within thirty (30) calendar days, no default will be deemed to have occurred if the breaching party, within the initial thirty (30) calendar day period, commences to cure and thereafter diligently prosecutes the same to completion, but in no event for longer than thirty (30) calendar days after written notice to breaching party (provided the time periods set forth in this Section shall be extended for the period of any Force Majeure event as defined in this Agreement. The waiver by the non-breaching party of the breach of any condition, covenant, restriction or agreement herein shall in no way impair the right of the non-breaching to enforce its rights upon any subsequent breach thereof.

3. LICENSE FEE.

a. Licensee Fee. The District shall pay to the City a license fee (the "**License Fee**") comprised of the cost of the annual power charge for the AMI Facilities and the cost of any trouble shooting/technical support provided by the City to the District.

i. To calculate the annual electric power usage charge, the City will measure the actual maximum daily electric power draw for one (1) device, after installation, which will be multiplied by the total number of devices installed. The rates for the electric power usage will be calculated using the City's Nevada Energy or other electric provider electric power rates in effect at the time the License Fee is assessed. The cost of the annual power charged to the District shall not exceed Ten Thousand Dollars and 00/100 ($10,000.00) per year (the "**Electric Charge**"). The Electric Charge shall increase annually in January of the applicable year based on the previous year's published increase to the Consumer Price Index for all Urban Consumers, U.S. City Average, All Items, Not Seasonally Adjusted, published by the U.S. Bureau of Labor Statistics (the "CPI-U"). If the CPI-U for a year is negative, the not to exceed figure shall not be subject to adjustment and shall remain the same as the previous year.

ii. To calculate the cost of any trouble shooting/technical support provided by the City to the District, the City will bill the District the overtime hourly rate of any City employees providing troubleshooting/technical support to the District. The overtime hourly rate will be calculated using the overtime hourly chargeable rates

in effect at the time the License Fee is assessed. The City shall bill the District for actual time only, prorated to the nearest 15-minute increment, with no minimum billing times for labor or travel times. The City shall not provide troubleshooting/technical support to the District in excess of Forty Thousand Dollars and 00/100 ($40,000.00) per year (the "**City Service Charge**") without written consent of the Parties. The City Service Charge shall increase annually in January of the applicable year based on the previous year's CPI-U. If the CPI-U for a year is negative, the not to exceed figure shall not be subject to adjustment and shall remain the same as the previous year.

b. The License Fee shall be billed to the District quarterly, with the City sending the bill to the District within five (5) business days after each calendar quarter.

c. The License Fee shall be due and payable not later than thirty (30) calendar days after each calendar quarter.

d. City represents and covenants that City owns all City Poles for the use of which it is collecting from the District.

e. License Fee Payment. The License Fee shall be paid by check mailed or delivered to City of Las Vegas, Finance Department-4th Floor-Cashier, 495 South Main, Las Vegas, Nevada 89101, with a transmittal referencing this Agreement. The place and time of payment may be changed at any time by City upon thirty (30) calendar days' written notice to District. Mailed payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible to read, the payment shall be deemed paid upon actual receipt by the City. The District assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

f. Delinquent Payment. If the District fails to pay any amounts due for License Fees within thirty (30) calendar days after each calendar quarter, the District will pay, in addition to the unpaid fees, a sum of money equal to two percent (2%) of the amount due, including penalties and accrued interest, for each month and/or fraction thereof during which the payment is due and unpaid.

4. CONDITIONS OF OCCUPANCY.

a. Limited Use. The license granted herein is subject to the District complying with all terms and conditions of this Agreement, including, but not limited to, the proper operation, maintenance and/or repair of the AMI Facilities. The District shall not engage in any activities or improvements on the City Poles or in the City ROW that is not authorized in this Agreement.

b. Reserved Right. The City reserves the right to utilize the City ROW or allow others to utilize the City ROW as the City deems appropriate, in its sole discretion. The City further reserves the right to excavate, lay, construct, erect, install, use, operate, repair, replace, remove, relocate, re-grade, widen, realign, perform civil work, or maintain the surface or subsurface improvements located within or under the City ROW, including, without limitation to, roads, streets, water mains, traffic signal conduits, sanitary and/or storm sewers, subways, viaducts, bridges, underpasses, or overpasses. The City may further develop the City ROW over or under which the license is granted which may require future

excavation, construction, roadways, roadway construction, use, repairs, re-grading, widening, realigning, maintenance, civil work, and other activities which may require the District to adjust, reinstall, modify, remove, repair or relocate any or all of its AMI Facilities. In the event that the City chooses to further develop the City ROW in a manner in which the AMI Facilities need to be relocated, reinstalled, modified, or removed the County will provide the District noticed as further defined in this Agreement.

c. No Property Interest. The District shall not acquire or assert any vested right or interest in any City Poles or the City ROW under this grant of license.

d. The District shall not install any equipment that exceeds the scope of the AMI Facilities allowed under this Agreement (e.g. a mesh network), without an amendment to this Agreement, including by way of example and not limitation, the Term and License Fee.

5. AMI FACILITIES.

The AMI Facilities shall be installed pursuant to the plans and specifications attached hereto as **Exhibit A**, and incorporated herein by this reference (the "**Plans and Specifications**"). Any deviation from the Plans and Specifications must be approved in writing by the City. The installation locations on City Poles shall be separately approved by the City as part of the City's permitting process for the installation as further detailed herein.

6. PERMITS.

The District shall comply with all applicable federal, State, and City technical specifications and requirements and all applicable State and local codes related to the construction, installation, operation, maintenance, and control of the AMI Facilities installed on the City Poles.

a. Obtaining Required Permits. The attachment, installation, location, removal, or relocation of the AMI Facilities on the City Poles shall require permits from the City (individually and collectively, a "**City Permit**" and the "**City Permits**"). The District shall apply for the appropriate City Permit and pay any standard and customary permit fees. The District shall be allowed to apply for up to fifty (50) City Permits (in a single City inspector area map) within a single City Permit application. Should the City have difficulty in managing the volume of City Permits, the City shall have the right to reduce the number of permits allowed under a single permit application to no more than ten (10) City Permits (in a single City inspector area map). The City shall promptly respond to the District's requests for a City Permit and shall otherwise cooperate with the District in facilitating the deployment of the AMI Facilities in a reasonable and timely manner. City Permit conditions may include, without limitation: (i) approval by the City of traffic control plans prepared by the District for AMI Facilities installation work; (ii) approval by the Nevada Department of Transportation ("**NDOT**") of traffic control plans prepared by the District for work within right-of-way controlled by NDOT; and (iii) adherence to time restrictions for work in streets as specified by the City and/or NDOT.

b. Location of AMI Facilities. The proposed locations of the District's planned initial installation of AMI Facilities shall be provided to the City in the form of a map or on an annotated aerial photograph, either of which must be in a format acceptable to the City, promptly after the District's field review of available City Poles and prior to deployment

of the AMI Facilities. Prior to commencement of installation of the AMI Facilities, District shall obtain a City Permit. The City may approve or disapprove a location and installation, based upon reasonable factors, including but not limited to, the ability of the City Poles to structurally support the AMI Facilities, the location of other present communication facilities, efficient use of scarce physical space to avoid premature exhaustion of capacity, potential interference with other communication facilities and services, public safety, and other critical services. Within thirty (30) calendar days after inspection of each AMI Facilities installation, the District shall furnish to the City an as-built map or annotated aerial photograph (which must be in a format acceptable to the City) and a current City Pole list showing the exact location of the AMI Facilities in the City ROW or third-party facilities prior to the close out of the City Permit.

c. Deficient City Pole. If the District selects a City Pole that the City determines is structurally or electrically inadequate to accommodate the AMI Facilities, the District may proceed at its sole cost and expense to replace the City Pole. A replacement City Pole that the District includes in the City Permit application shall be acceptable to and approved by the City. The District shall dedicate such Pole to the City as a City owned municipal asset. A replacement City Pole shall accommodate all of the District's cabling to the AMI Facilities attached to the City Pole inside the City Pole from the ground up to the point that the cabling exits the City Pole to connect to the AMI Facilities.

7. INSTALLATION AND OPERATION.

a. Commencement of Installation. The District shall commence installation of its AMI Facilities consistent with the terms of the City Permit. If the AMI Facilities are not installed within the time frame authorized by the City Permit, the District shall apply for a new City Permit.

b. Electrical Service. To reduce the disruption to City Poles, the District may power its AMI Facilities by using the power sources that service the existing City Poles and its components. The power used by AMI Facilities shall be determined by the usage identified on the specifications for the AMI Facilities installed pursuant to this Agreement, provided that the City may verify the actual power consumed by the AMI Facilities using measurements of the power consumed prior to the installation of the AMI Facilities compared to the power consumed after the installation of the AMI Facilities. All electrical work and installations related to the power-sharing authorized by this subsection shall be performed by a licensed contractor and in a manner that is approved by the City. The District shall make all requests for power sharing arrangements pursuant to this subsection in advance and in writing. District shall reimburse the City, as provided in this Agreement, for the increased power costs that the City incurs as a result of any power-sharing authorized by this subsection.

c. Damages Caused by the District. The District shall, at its sole cost and expense and to the satisfaction of the City: (i) remove, repair or replace any of its AMI Facilities that is damaged, becomes detached or has not been used for a period of more than ninety (90) calendar days; and/or (b) repair any damage to the City Poles, the City ROW, and other improvements, whether public or private, caused by the District, its employees, contractors, or agents in their actions relating to attachment, operation; repair or maintenance of the AMI Facilities. If the District does not remove, repair, or replace such damage to its AMI

Facilities or the City Poles, City ROW, or other public or private property within thirty (30) calendar days after receipt of the City's written notice to do so, the City shall have the option, upon fifteen (15) calendar days' prior written notice to the District, to perform or cause to be performed such removal, repair or replacement on behalf of the District and shall charge the District for the actual costs incurred by the City. If such damage causes a public health or safety emergency, as determined by the City, the City may immediately perform reasonable and necessary repair or removal work (but not any technical work on the AMI Facilities on behalf of the District and will notify the District as soon as practicable. Upon the receipt of a demand for payment by the City, the District shall within thirty (30) calendar days after such receipt reimburse the City for such costs. The terms of this provision shall survive the expiration, completion or earlier termination of this Agreement.

d. The AMI Facilities shall be and remain the exclusive property of District to use, modify, or to dispose of as District deems appropriate and shall become a part of District's general water distribution system after completion of the installation.

8. EMERGENCY; RELOCATION OF AMI FACILITIES.

a. Emergency. In the event of an emergency or to protect the public health or safety, prior to the City accessing or performing any work on a City Pole on which the District has installed AMI Facilities, the City may require the District to deactivate such AMI Facility if any of City employee, contractor, or agent must move closer to the AMI Facilities than the recommended minimum distance. In such case, City will contact the District at the contact telephone number referenced in this Agreement to request immediate deactivation. If the District fails to respond in a timely manner, depending on the nature of the emergency, City may deactivate said AMI Facility to perform necessary work with no liability to City.

b. Relocation. The District understands and acknowledges that upon ninety (90) calendar days' written notice (or with less notice that is reasonable in event of an emergency), the City may require the District to relocate one or more AMI Facilities. The District shall, at City's direction, relocate such AMI Facility at the District's sole cost and expense whenever the City reasonably determines that the relocation is needed for any of the following purposes: (i) if required for the construction, modification, completion, repair, relocation, or maintenance of a City or other public agency project; (i) because the AMI Facility is interfering with or adversely affecting proper operation of the City Poles, City communications, or other City facilities; or (iii) to protect or preserve the public health or safety. In any such case, the City shall use reasonable efforts to afford the District a reasonably equivalent alternate location within such ninety (90) calendar day period. If the District shall fail to relocate any AMI Facility Equipment as requested by the City within ninety (90) calendar days after receipt of the City's notice in accordance with the foregoing provision, or an additional reasonable time under the circumstances, City shall be entitled to remove or relocate the AMI Facilities at the District's sole cost and expense, upon ten (10) calendar days' written notice to the District. The District shall pay to the City actual costs and expenses incurred by the City in performing any removal work and any storage of the AMI Facilities after removal within thirty (30) calendar days after the date of a written demand for this payment from the City. To the extent the City has actual knowledge thereof, the City will attempt promptly to inform District of the displacement or removal

of any City Pole on which any AMI Facilities are located. If the City Pole is damaged or downed for any reason, and as a result is not able to safely hold the AMI Facilities, the City will attempt promptly to inform the District but otherwise shall have no obligation to repair or replace such City Pole for the use of the District. The District shall bear all risk of loss as a result of damaged or downed City Pole as further described in this Agreement, and may choose to replace such City Poles pursuant to the terms of this Agreement.

c. Relocations at the District's Request. In the event the District desires to relocate any AMI Facility from one City Pole to another, the District shall so advise the City. The City will use reasonable efforts to accommodate the District by making another reasonably equivalent City Pole available for use in accordance with and subject to the terms and conditions of this Agreement.

9. REMOVAL OF AMI FACILITIES.

Upon receipt of notice of termination of this Agreement, the District shall promptly, safely and carefully commence removal of the AMI Facilities from all City Poles. Upon written request, the City's Public Works Director will consider an extension of time to remove the AMI Facilities. The District shall commence the removal work within sixty (60) calendar days (or as otherwise approved by the City) and diligently prosecute the removal of the AMI system, within a timeframe mutually agreeable to the Parties upon receipt of the notice of termination. If the District fails to do so, then the City, upon written notice to the District, shall have the right at the City's sole election, but not the obligation, to perform this removal work and charge the District for the actual costs and expenses, including, without limitation, reasonable administrative costs. The District shall pay to the City actual costs and expenses incurred by the City in performing any removal work and any storage of District's personal property after removal within thirty (30) calendar days after the date of a written demand for this payment from the City. After the City receives the reimbursement payment from District for the removal work performed by the City, the City shall promptly make available to the District the District's personal property removed by the City pursuant to this Section at no liability to the City. If the City does not receive reimbursement payment from the District within such thirty (30) calendar days, or if City does not elect to remove such items at the City's cost after District's failure to so remove prior to sixty (60) calendar days subsequent to the issuance of notice pursuant to this Section, or if the District does not remove the AMI Facilities within thirty (30) calendar days after the District's personal property having been made available by the City after the District's payment of removal reimbursement as described above, any items of District's personal property remaining on or about the City Poles, City ROW, or stored by the City after the City's removal thereof may, at the City's option, be deemed abandoned and the City may dispose of such District personal property in any manner by law. Alternatively, the City may elect to take title to abandoned District personal property, and the District shall submit to the City an instrument satisfactory to the City transferring to the City the ownership of such District personal property. The provisions of this Section shall survive the expiration or earlier termination of this Agreement.

10. RISK OF LOSS.

The District acknowledges and agrees that the District bears all risks of loss or damage or relocation or replacement of the AMI Facilities and materials installed on the City Poles or in the City ROW pursuant to this Agreement from any cause, and the City shall not be liable for

any cost of replacement or of repair to damaged AMI Facilities, including, without limitation, damage caused by the City's removal of the AMI Facilities, except to the extent that such loss or damage was caused by the negligence or willful misconduct the City, including, without limitation, its elected officials, officers, employees, contractors, and agents, subject to the limitation of liability provided in this Agreement.

11. LIABILITY AND INDEMNIFICATION.

a. The District, or its successors in interest, shall require its contractor to indemnify, defend, and hold harmless the City and or the State of Nevada, their elected officials, officers, employees, and agents, against and from any and all liability, loss, damage, fines, claims, demands, lawsuits, causes of action, awards, litigation, costs and expenses, judgments, of whatever nature, whether false, groundless or fraudulent, including, but not limited to, investigation costs, attorneys' fees and expenses, expert witness fees, analysis and expenses and all court or arbitration or other alternative dispute resolution costs, which may result from injury to or death of any person, or against and from damage to or loss or destruction of property whatsoever when such injury, death, loss, destruction or damage is due to or arising from or as a result of or connected to: (i) the AMI Facilities (ii) any work, action or inaction in connection with the AMI Facilities and this Agreement; (iii) the design, construction, installation, use, operation, maintenance, demolition, removal, repairs, remodeling, relocation, or modification of the MI Facilities; and (iv) work, actions, inactions and/or occurrences, related to or connected to the AMI Facilities, and/or the design, construction, installation, use, maintenance, repair, replacement, or operation thereof.

b. The District will be responsible for any loss, damage, liability, cost or expense, except those exempted by law, caused by the actions or inactions of its employees, consultants, contractors, or agents arising under this Agreement. Without waiving the limitations on governmental liability set forth in NRS Chapter 41, as amended, the District shall protect, indemnify, and hold the City, its elected officials, officers, employees, and agents harmless from and against any and all claims, damages, losses, expenses, suits, actions, judgements, and awards including attorney's fees and court costs which may be brought against it or them as a result of or by reason of or arising out of or as a consequence of the installation, operation, maintenance or repair activities of the Improvements. The District also agrees to repair and/or restore, to the reasonable satisfaction of the City, any damage sustained to private property and the public property, including, but not limited to, City ROW, caused by the District.

c. Notwithstanding any other provision herein, the District agrees that the City will not be liable or responsible for any damage or injury to the AMI Facilities, whether caused by the District, the City or any other person or entity, or a natural cause. Additionally, the District understands and agrees that the City will not be liable and/or responsible for any damages whatsoever to person(s) or property relating to, arising out of or resulting from the AMI Facilities, damages to the AMI Facilities, damages caused by the AMI Facilities, and/or operation or maintenance of the AMI Facilities.

d. This Section survives termination of this Agreement.

12. INSURANCE.

a. The District, which self-insures its own insurance requirements required herein, at its own cost and expense, shall, in addition, require its contractor(s) to obtain and maintain commercial general liability insurance naming the City and NDOT, and their elected officers, employees, and agents as additional insured's for the duration of this Agreement. Commercial general liability insurance coverage must be provided either on a commercial general liability form or a broad form comprehensive general liability form. No exceptions to the standard coverage provided by such forms are permitted. Policies must include, but need not be limited to, coverage for bodily injury, personal injury, broad form comprehensive general liability, property damage, premises operations, severability of interest, products and completed operations, and contractual and independent contractors.

b. The District shall require that its contractor(s) maintain at all times limits of no less than One Million and 00/100 Dollars ($1,000,000.00) combined single limit per occurrence for bodily injury (including death), personal injury, and property damage. Said insurance coverage must (a) be effective at the time of the issuance of an encroachment permit, (b) provide for a 30 calendar day notice to the City before implementation of a proposal to suspend, void, cancel or reduce in coverage, or in limits, the required insurance coverage, and (c) list the "City of Las Vegas" as an additional insured. This notice requirement does not waive the insurance requirements contained herein. The District shall provide the City with the District contractor's ACORD 25 Certificate of Liability Insurance form (ACORD 25 2009-09) concurrent with the submission of any permit application to perform work under this Agreement.

c. The certificates and endorsements for any and all insurance policies required by this Agreement are to be signed by a person authorized by the insurer and licensed by the State of Nevada. The insurance obligation does not in any way limit the District's liability obligations to the City.

13. MISCELLANEOUS.

a. Non-Discrimination. The Parties promises, and it is a condition to the continuance of this Agreement, that there will be no discrimination against, or segregation of, any person or group of persons on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, creed, national origin, ancestry, or any other legally protected status in the performance of this Agreement. Such non-discrimination shall include, by way of example and not limitation, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In accordance with the Immigration Reform and Control Act of 1986, the Parties agree that it will not employ unauthorized aliens in the performance of this Agreement.

b. Force Majeure. Neither party hereto shall be in breach of this Agreement if it fails to perform as required hereunder due to labor disputes, civil commotion, war, warlike operation, terrorist acts, sabotage, governmental regulations or control, fire or other casualty, inability to obtain any materials, epidemics or pandemics, government imposed quarantine restrictions, or other causes beyond such party's reasonable control (financial

inability excepted); provided, however, that nothing contained herein shall excuse the District from the prompt payment of any charge required of the District hereunder.

c. Notice. All notices required or permitted under this Agreement shall be given in writing and shall be deemed effectively given (a) upon personal delivery to the party to be notified, (b) three (3) business days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party, (c) one (1) business day after deposit with a nationally recognized air courier service such as FedEx; or (d) an electronic record sent by e-mail pursuant to NRS 719.240. Either party hereto may change its address by giving ten (10) business days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are for information only.

If to City:	Director of Finance City of Las Vegas Attn: Franchise Administration 495 South Main Street, 4th Floor Las Vegas, NV 89101
With a copy to:	Director of Public Works City of Las Vegas 333 N. Rancho Drive, 9th Floor Las Vegas, NV 89106 (702) 229-6272
If to District:	Attn: Director, Infrastructure Management Las Vegas Valley Water District 1001 South Valley View Boulevard Las Vegas, NV 89153 (702) 258-3976
With a copy to: (excluding invoices)	General Counsel Las Vegas Valley Water District 1001 South Valley View Blvd., MS 475 Las Vegas, Nevada 89153 (702) 258-3288 generalcounsel@lvvwd.com

d. Binding on Permitted Successors and Assigns. The terms, provisions, covenants and conditions contained in this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

e. Partial Invalidity. If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and

shall in no way be affected, impaired or invalidated thereby. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

f. Entire Agreement. This Agreement contains the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the party to be bound. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

g. No Partnership or Joint Venture. Nothing contained herein shall be deemed to create any partnership, joint venture, agency, or other relationship between the Parties.

h. Captions. The captions are descriptive only and for convenience in reference to this Agreement and in no way whatsoever define, limit or describe the scope or intent of this Agreement nor in any way affect this Agreement.

i. Governing Law; Venue; Waiver of Jury Trial. The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement, without giving effect to its conflict of law provisions. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. The Parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of Parties the District's use or occupancy of the City right-of-way and City Poles, and/or any claim of injury or damage.

j. Recordation. This Agreement shall not be recorded.

k. Authorization. All necessary actions shall have been taken under the Parties' organizational documents to authorize the individuals signing this Agreement on their respective behalves to do so.

l. Interpretation. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Agreement any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated. This Agreement shall not be construed either for or against either party hereto, but this Agreement shall be interpreted in accordance with the general tenor of its language. Any reference to "business days" herein shall mean any day except Friday (the City is closed on Fridays), Saturday, Sunday and any day which is a legal holiday as defined in NRS 236.015, as it may be amended from time to time.

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

n. Expenses. Except as otherwise provided in this Agreement, each party shall bear its own expenses incurred by it in connection with the negotiation, execution and delivery of this Agreement, including, without limitation, the fees and expenses of each party's legal counsel.

o. Further Assurances. Each party shall, from time to time after the execution of this Agreement, execute and deliver such instruments, documents and assurances and take such further acts as the other party may reasonably request to carry out the purpose and intent of this Agreement without undue delay.

p. Non-Appropriation. The Parties acknowledge that the other party is a governmental entity and the Agreement validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of either party's obligations under this Agreement, then the party shall have the right to terminate this Agreement at any time after written notice to the other party of the unavailability and non-appropriation of public funds. It is expressly agreed that neither party shall exercise this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure.

q. Official, Agent and Employees of Each Party Not Personally Liable. It is agreed by and between the parties of this Agreement, that in no event shall any official, officer, employee, or agent of the City or District in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

r. Conflict of Interest. An official of either party hereto, who is authorized on behalf of their respective party to negotiate, make, accept or approve, or take part in negotiating, making, accepting, or approving this Agreement, payments under this Agreement, or work under this Agreement, shall not be directly or indirectly interested personally in this Agreement or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of, or for either party hereto, who is authorized on behalf of the respective party, to exercise any legislative, executive, supervisory or other similar functions in connection with this Agreement, shall become directly or indirectly interested personally in this Agreement or in any part hereof.

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

t. Counterparts; Electronic Delivery. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same

instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

- signatures on following page -

IN WITNESS WHEREOF, the Parties have entered into this Interlocal Agreement on the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____

Carolyn G. Goodman, Mayor

Date of Approval by Las Vegas City Council: _____

Attest:

By: _____

LuAnn D. Holmes, MMC, City Clerk

Approved as to Form: John S. Ridilla
Deputy City Attorney

By: John S. Ridilla 12/01/2020

Deputy City Attorney Date

LAS VEGAS VALLEY WATER DISTRICT

By: Marilyn K. Kirkpatrick

Marilyn Kirkpatrick, President
Board of Directors

Date of Approval by LVVWD Board: Dec 1, 2020

Approved as to Form:

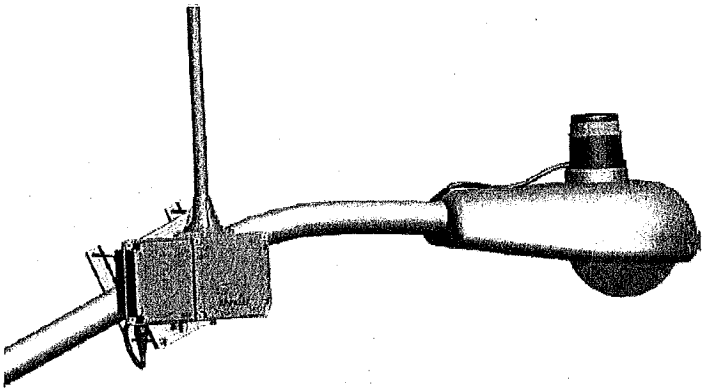
By: _____ for

Gregory J. Walch, Esq.
General Counsel for the Las Vegas Valley Water District

EXHIBIT A

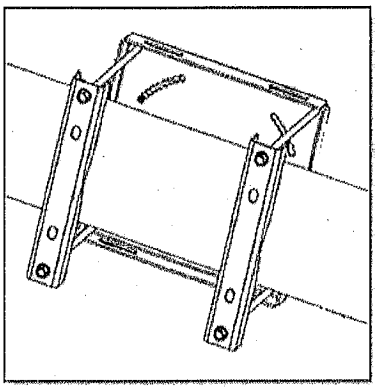
Davit Arm Mount

The figure below illustrates a typical utility pole or street light pole installation. The CCU/Repeater is mounted on a davit arm or the street light arm. Two types of power connections are typical. A photocell adapter cable may be used when the CCU/Repeater is mounted on a street light arm. This cable plugs into the photocell sensor of the street light. Use of the photocell adapter requires that the CCU/Repeater be grounded using the grounding lug on the bottom of the CCU/Repeater. If the CCU/Repeater is mounted on a davit arm with no street light, the power cable must be connected according to local electrical codes.



To mount the CCU/Repeater on a davit arm

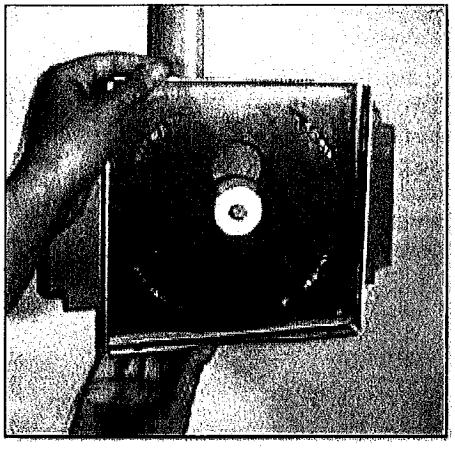
1. Using the two mounting brackets and four bolts, attach the mounting plate to the davit arm.



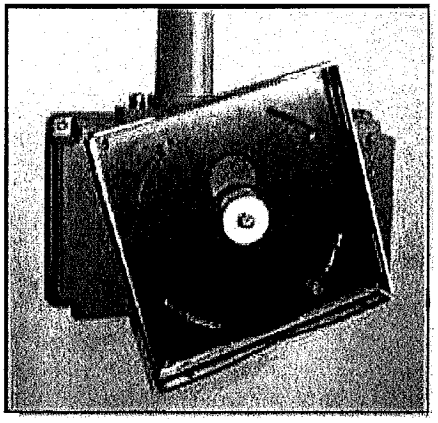
2. Attach the mounting disc to the back of the CCU with the included parts in the following order.

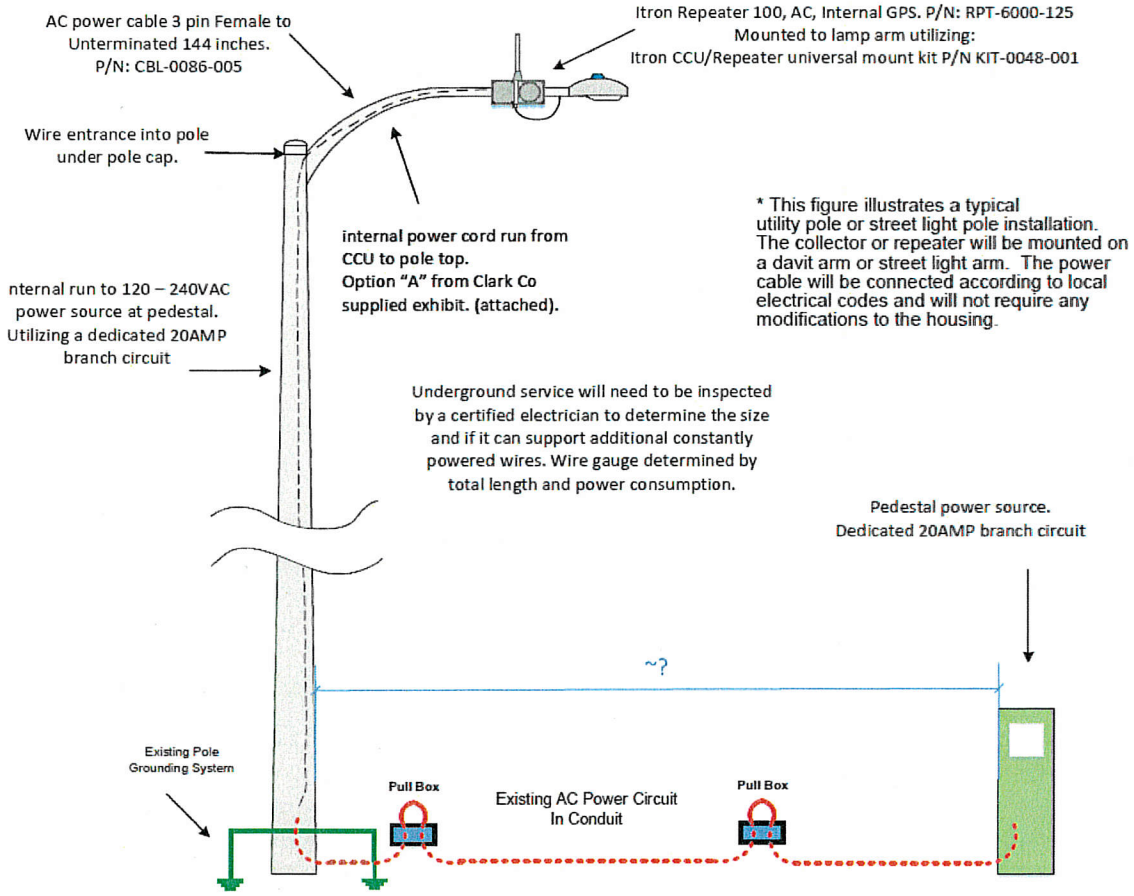
   CCU > mounting disk > flat washer > lock washer > bolt

3. Insert the mounting disc into the mounting plate keyhole. The following photos are shown off the davit arm for clarity.



4. Using the provided set screws, secure the CCU to the mounting plate with the antenna in the upright position.




AC power cable 3 pin Female to
Unterminated 144 inches.
P/N: CBL-0086-005
Itron Repeater 100, AC, Internal GPS. P/N: RPT-6000-125
Mounted to lamp arm utilizing:
Itron CCU/Repeater universal mount kit P/N KIT-0048-001
Wire entrance into pole
under pole cap.
internal power cord run from
CCU to pole top.
Option "A" from Clark Co
supplied exhibit. (attached).
* This figure illustrates a typical
utility pole or street light pole installation.
The collector or repeater will be mounted on
a davit arm or street light arm. The power
cable will be connected according to local
electrical codes and will not require any
modifications to the housing.
nternal run to 120 – 240VAC
power source at pedestal.
Utilizing a dedicated 20AMP
branch circuit
Underground service will need to be inspected
by a certified electrician to determine the size
and if it can support additional constantly
powered wires. Wire gauge determined by
total length and power consumption.
Pedestal power source.
Dedicated 20AMP branch circuit
~?
Existing Pole
Grounding System
Pull Box
Existing AC Power Circuit
In Conduit
Pull Box

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
13

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

SUBJECT:
For possible action to approve the First Amended and Restated Franchise Agreement for Ambulance Services Between the City of Las Vegas (City) and Mercy, Inc. dba American Medical Response (AMR), which extends the franchise for a period of three years and allows AMR to provide Emergency Triage Treatment and Transport (ET3) services - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On September 3, 2014, the City and AMR entered into a five (5) year Franchise Agreement for emergency ambulance services. The Franchise Agreement commenced on December 1, 2015, and was to expire on December 1, 2020. The Franchise Agreement requires AMR to submit a request for extension to the City Manager not less than one (1) calendar year prior to expiration. In 2019, AMR timely submitted a request to extend the Franchise Agreement for three (3) additional years. The City and AMR have been negotiating the terms of the first extension of the Franchise Agreement as directed by the City Manager. On November 18, 2020, the Franchise Agreement was temporarily extended to January 28, 2021, in order to allow the City and AMR the additional time needed to complete those negotiations and obtain City Council approval of a related Ordinance amendment. This First Amended and Restated Franchise Agreement for Ambulance Services extends the franchise for a period of three (3) years and allows AMR to provide Emergency Triage Treatment and Transport (ET3) services.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Amended and Restated Franchise Agreement for Ambulance Services Between the City of Las Vegas and Mercy, Inc. dba American Medical Response

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FIRST AMENDED AND RESTATED FRANCHISE AGREEMENT FOR AMBULANCE SERVICES BETWEEN THE CITY OF LAS VEGAS AND MERCY, INC. dba AMERICAN MEDICAL RESPONSE

THIS FIRST AMENDED AND RESTATED FRANCHISE AGREEMENT (hereinafter referred to as "Agreement" and/or "Franchise") is made and entered into by and between City of Las Vegas, a political subdivision of the State of Nevada, (hereinafter referred to as "City"), and Mercy, Inc., d/b/a/ American Medical Response, a Nevada corporation (hereinafter referred to as "Franchisee").

RECITALS

WHEREAS, Franchisee was granted a non-exclusive franchise to provide ambulance service as defined by the Ambulance Service Ordinance within the incorporated City limits by the City on October 7, 2000 ("Existing Franchise"); and

WHEREAS, the Existing Franchise was renewed on December 1, 2005 for a period of ten (10) years, which was to expire on November 30, 2015; and

WHEREAS, pursuant to LVMC 6.08.100, Franchisee submitted a request to the City for a renewal of its Existing Franchise, and the City processed the request pursuant to the provisions of LVMC 6.08; and

WHEREAS, the City was willing to negotiate and consider this new Franchise with Franchisee as a renewal, and the City and Franchisee entered into that certain Franchise Agreement for Ambulance Services on September 3, 2014; which became effective at 12:01 a.m. on December 1, 2015, for a period of five (5) years with an opportunity to earn additional terms through extensions of this Franchise; and

WHEREAS, subject to the terms of that certain Amendment No. 2 to the Franchise Agreement for Ambulance Services entered into between City and Franchisee on November 18, 2020, the current Franchise will expire by its terms on December 1, 2020, unless an extension of such agreement is approved by the Las Vegas City Council; and

WHEREAS, Section 4.2 of the current Franchise permits the City Council to grant no more than two extensions of the current Franchise, the first of which may be granted for no more than three years; and

WHEREAS, Section 4.2.1 of the current Franchise requires Franchisee to file a request for an extension of the current Franchise no less than one calendar year prior to December 1, 2020 with the City Manager; and

WHEREAS, Franchisee filed such request with the City Manager on January 8, 2019 and again on June 11, 2019; and

WHEREAS, Section 4.2.2 of the current Franchise requires the City Manager to accept the request for extension, reject the request for extension or require the Fire Chief and Franchisee

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to negotiate terms of an amended franchise agreement prior to presenting an item to the City Council for consideration of such extension; and

WHEREAS, the City Manager required the Fire Chief and Franchisee to negotiate terms for the first extension to the current Franchise; and

WHEREAS, the Fire Chief and Franchisee negotiated and have agreed to mutually-acceptable terms of the first extension and for amending the current Franchise; and

WHEREAS, the City and Franchisee wish to amend and restate the current Franchise agreement to modify certain provisions consistent with the intent of the parties, and this First Amended and Restated Franchise Agreement reflects these modifications; and

WHEREAS, Franchisee continues to acknowledge and agree that Las Vegas Fire and Rescue ("LVFR") is the sole provider of first responder emergency medical services, that LVFR provides all first responder advanced life support services within the City of Las Vegas, and that LVFR is the primary provider of prehospital care and patient transport services for responses dispatched via the 911 system; and

WHEREAS, Franchisee continues to acknowledge and agree that the City utilizes single transport-capable unit response and that LVFR will be dispatched as the primary provider to all Alpha, Bravo, Charlie, Delta, Echo and Omega Priorities 1 through 5 responses and to all traffic accidents within the City with Franchisee serving as a backup provider when LVFR is unable to respond a transport-capable unit to Alpha, Bravo, Charlie, Delta, Echo and Omega Priorities 1 through 5 or traffic accident responses; and

WHEREAS, Franchisee agrees to continue to provide ambulance service in the City pursuant to this Franchise; warrants that it holds or shall hold permits from the Health District endorsed for the required services; has or will have all the necessary emergency vehicle permits issued by the State of Nevada; and employs or will employ emergency medical technicians who are duly licensed by the Health District to perform non-emergency and emergency medical care and provide ambulance service; and

WHEREAS, the City hereby finds and determines that Franchisee is still able to own and operate suitable certified equipment and employ qualified, licensed personnel in connection with its ambulance service as defined herein; and

WHEREAS, Franchisee is required by this Franchise to render its ambulance service in the City without discrimination and to any persons regardless of economic level; and

WHEREAS, in the performance of the terms of this Franchise, Franchisee is still required to purchase, finance, and maintain suitable vehicles and equipment as required to meet the performance requirements of this Franchise.

NOW THEREFORE, based upon good and sufficient consideration as provided herein, the City and Franchisee mutually agree as follows:

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AGREEMENT

1. DEFINITIONS

Except as otherwise provided herein, the definitions and word usage set forth in the Ambulance Service Ordinance are incorporated herein and shall apply to this Franchise. In addition, the following terms, phrases, words, and their derivations shall have the meanings set forth herein, unless the context clearly indicates that another meaning is intended.

1.1 "Ambulance Service Ordinance" means Las Vegas Municipal Code, Title 6, Chapter 8, as it may be amended from time to time.

1.2 "Franchise" means this written Agreement between the City and Franchisee, evidencing the City's authorization for Franchisee to provide ambulance service and describing the terms and conditions of the Franchise, and together with all exhibits or appendices attached hereto.

1.3 "911-Dispatched Ambulance Service" means ambulance service that is dispatched by or required to be electronically transferred for dispatch by the Fire Alarm Office (hereinafter referred to as the "FAO") to Franchisee.

1.4 "Fire-Based Community Health Programs" means any LVFR program that addresses a medical, behavioral health, social, legal, or environmental threat to the health and wellness of the citizens and visitors of Las Vegas. As an overarching goal, these programs match the needs of the patients with the appropriate level of healthcare.

Fire-Based Community Health Programs and Mobile Integrated Healthcare include, but are not limited to the following services:

- Utilization of a medical professional for advice for low acuity 911 calls.
- Patient-centered healthcare navigation.
- Community risk-reduction strategies.
- Medication reconciliation.
- Provision of preventative care, health screening, and education.
- Provision of alternative yet appropriate responses for low acuity calls to the 9-1-1 center.
- Provision of alternative modes of transport.
- Post-discharge healthcare navigation.
- Post-discharge follow up and disease management.
- Hospital readmission avoidance.
- Hospice care support and collaboration.
- Long-term care facility support and collaboration.
- Chronic disease management.
- Coordination of outpatient care.
- Fall-reduction strategies.

1.5 "Mobile Integrated Healthcare" means the delivery of patient-centered healthcare

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in the out-of-hospital environment utilizing technology and mobile prehospital professional resources to address the needs of the community.

1.6 "Emergency Triage, Treatment and Transport" or "ET3" is a program designed by the Federal Government's Centers for Medicare and Medicaid Innovation ("CMMI") wherein EMS and LVFR crews identify patients best served by a healthcare facility other than the emergency department. ET3 encourages appropriate utilization of emergency medical services, increased efficiency in the EMS system, and provides person-centered care at the most appropriate care level. EMS provider can treat the patient on scene or enable emergency physician triage via telehealth. Under ET3, urgent care facilities serve as the main alternative destination for patients, but EMS crews could also transport patients to any approved qualified healthcare provider destination covered under the regulations, including primary care clinics or mental health facilities.

2. GRANT OF FRANCHISE

Subject to all terms and conditions of this Franchise and all provisions of the Ambulance Service Ordinance, the City hereby grants to Franchisee a non-exclusive Franchise for ambulance service and to use the rights-of-way for that purpose.

Franchisee shall not self-respond/self-dispatch to emergency events, but Franchisee is obligated to provide appropriate medical care if its personnel come upon a person that is experiencing what appears to be a medical emergency. If such a response occurs, Franchisee will notify the FAO as soon as reasonably possible. To clarify this obligation, Franchisee shall not monitor police or fire calls and respond to an emergency unless appropriately dispatched by the FAO, but if personnel of Franchisee see a person that appears to be experiencing a medical emergency, the City expects that the Franchise's personnel will assess the situation and provide appropriate medical care.

The City of Las Vegas reserves and retains the right to provide non-emergency medical services, ET3 model services, integrated health and community outreach programs in the FSA as defined below. LVFR will implement Fire Based Community Health Programs during the term of this Franchise which will include Mobile Integrated Health Services. Franchisee may be invited to participate and collaborate in identified services. This Franchise does not permit Franchisee to provide new system medical and outreach programs, unless approved in advance by the LVFR Medical Director. Approval will not be unreasonably withheld or delayed.

3. RELIANCE UPON APPLICATION

In entering this new Franchise with Franchisee, the City relied on the information provided by Franchisee in its initial application, its updates thereof and its current Franchise performance. Franchisee agrees that all statements, representations and warranties provided in its initial application are true and correct to the best of Franchisee's knowledge at the time of submission, and further agrees that the City's grant of Franchise may be revoked upon discovery of any material misstatement of fact contained therein.

4. TERM AND EFFECTIVE DATE OF FRANCHISE

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4.1 This Franchise shall remain in full force and effect for a period of Three (3) years, retroactively commencing on December 1, 2020, subject, however, to Subsection 4.2 and the default and termination provisions herein.

4.2 Franchisee may request and the City Council may grant no more than one extension of this Franchise. The extension may be granted for no more than two additional years, in accordance with the following procedure:

4.2.1 No less than one calendar year prior to the natural termination of this Franchise, or any extension thereof, Franchisee shall submit to the City Manager a written request for City Council consideration to extend the term of the Franchise;

4.2.2 The City Manager may accept the request, reject the request or require Franchisee and the Fire Chief to negotiate terms acceptable to the City prior to presenting an item to the City Council for consideration of the extension of the Franchise;

4.2.3 If the City Manager accepts the request for an extension without amendment, or Franchisee and the Fire Chief have agreed to mutually-acceptable terms for amending the Franchise prior to extending the Franchise, the City Manager shall place an item on a City Council agenda for consideration of such request.

4.3 For each calendar year, commencing January 1, 2021, if Franchisee does not achieve annual 90% response time compliance for either (a) Priority 1 and Priority 2 calls combined, or (b) Priority 3 calls, or (c) Priority 4 calls, or (d) Priority 5 calls, or (e) all Priority 11 subcategory calls combined, then any remaining portion of the term of this Franchise will be reduced by one calendar year as of the 1st of January immediately following the calendar year of nonconformance.

4.4 The Fire Chief, or designee, shall send Franchisee written notice of response time compliance or noncompliance during the preceding calendar year no later than March 1 each year in accordance with the notice procedures of this Franchise.

5. FRANCHISE SERVICE AREA

Franchisee shall provide ambulance services within the Franchise Service Area (hereinafter referred to as "FSA"). The FSA is defined as the incorporated areas of the City as those areas are increased or reduced to accommodate new territory annexed or territory divested by the City.

6. RESPONSIBILITIES OF LVFR AND FRANCHISEE

6.1 Franchisee acknowledges and agrees that LVFR shall be the sole provider of pre-hospital first responder ambulance service and ambulance transportation services to traffic/transportation incidents and emergency calls dispatching the appropriate fire department resource within the FSA that are prospectively identified as specified Alpha, Bravo, Charlie, Delta, Echo, and Omega Priorities 1 through 5 responses under guidelines developed by the LVFR Medical Director using the National Academy of Emergency Dispatch Medical Priority Dispatch System (NAED) protocols and determinants. Such NAED protocols and determinants will be periodically evaluated by the LVFR Medical Director to analyze medical outcome of patients. Specified level sub-determinants as identified in Exhibit 1 may be amended by the LVFR Medical

Director to meet the needs of the response.

6.2 LVFR reserves the right to provide emergency and non-emergency ground Ambulance Service itself to include ET3, Advanced Life Support ("ALS"), Basic Life Support ("BLS"), Intermediate Life Support ("ILS"), Inter-facility, Critical Care Transports ("CCTs"), stand-by coverage for special events and Mobile Integrated Health Care responses.

While responding to a 911-Dispatched Ambulance Service call within the FSA, Franchisee is granted the right to offer services under the Emergency Triage, Treat and Transport ("ET3") Model as proposed by the Centers for Medicare and Medicaid Innovation ("CMMI") provided Franchisee is a properly enrolled participant in the ET3 Model and all ET3 services provided by Franchisee are compliant in all respects with the rules, regulations and guidelines developed by CMMI. In addition, all patient eligibility, and patient care protocols related to ET3 provided by the Franchisee must be approved in advance by the LVFR Medical Director. Approval will not be unreasonably withheld or delayed. Franchisee will provide patient outcome, safety, resource utilization, and patient experience/satisfaction data as requested by LVFR Medical Director for all patients in the City of Las Vegas cared for under the ET3 process.

6.3 Franchisee shall respond to emergency calls within the FSA that are prospectively identified using Medical Priority Dispatch Protocol as Alpha, Bravo, Charlie, Delta, Echo, and Omega Priorities 1 through 5 level responses under the guidelines developed by the LVFR Medical Director using NAED, version 3.4.3.33, as amended from time to time, or current version, protocols and determinants.

6.3.1. Franchisee will be dispatched to specified level sub-determinants according to Exhibit 1.

6.3.2. NAED protocols and determinants will be periodically evaluated by the LVFR Medical Director to analyze medical outcome of patients. Sub-determinants may be amended by the LVFR Medical Director to meet the needs of the response.

6.3.3 Franchisee shall provide staff and make available for 911-Dispatched Ambulance Service utilization of bariatric response capable vehicles provided by Franchisee capable of safe transport of patients physically unable to be safely transported by conventional means as determined by the FAO or the Incident Commander.

6.4 Franchisee shall provide supplemental services to assist LVFR in meeting its need for ALS responses with sufficient resources to jointly meet the system-wide demand for service and achieve the system response time goals.

7. AMBULANCE SERVICE REQUIREMENTS

7.1 Franchisee will respond to requests for service as required by this Franchise and the Ambulance Service Ordinance and will cooperate to the fullest extent practicable with the LVFR Medical Director, LVFR employees and all emergency services system stakeholders, e.g., emergency services personnel, physicians and hospital personnel engaged in rendering treatment to sick or injured persons.

7.2 Franchisee shall provide ambulance service twenty-four (24) hours of each day of

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every year without interruption throughout the term of the Franchise utilizing as many ambulances as necessary to meet the performance standards.

7.3 Franchisee shall provide 911-Dispatched Ambulance Service only when dispatched by the City. Requests for service shall include those calls which originate from any department or agency of the City and those calls which are referred from local law enforcement agencies through the FAO and only regarding a location within the FSA, unless dispatched under an authorized mutual aid agreement or as aid to LVFR.

7.4 Franchisee shall respond one hundred percent (100%) of calls for which Franchisee is dispatched by the City/FAO that originates within the FSA and into those jurisdictions subject to any inter-jurisdictional agreements and/or procedures that are in effect. All 911-Dispatched Ambulance service shall be provided at the Advanced Life Support ("ALS") level of care except selected EMS Priority Dispatch Priorities 4 and 5 as specified in Section 7.5 below.

7.5 Franchisee shall provide ambulance service at the Advanced Life Support ("ALS") level of care for all 911-Dispatched Ambulance Service responses in the EMS Priority Dispatch Priorities 1 through 5. Provided that other laws and regulations do not require otherwise, Franchisee may, at its discretion, provide Ambulance Service at the Intermediate Life Support ("ILS") level of care for certain 911-Dispatched Ambulance Service responses, but only for the EMS Priority Dispatch Priorities 4 and 5 sub-determinants identified in Exhibit 1. Specified level sub-determinants where ILS level of care is allowed for certain 911-Dispatched Ambulance Service responses as identified in Exhibit 1 may be amended by the LVFR Medical Director at any time to meet the needs of the response. Franchisee shall, at all times during the term of this Franchise, provide personnel and equipment at a life support levels appropriate to each transport, in accordance with the Health District Regulations, the Ambulance Service Ordinance, this Franchise and all other applicable laws and regulations.

7.6 Franchisee's Critical Care Transport personnel, in response to requests for 911-Dispatched Ambulance Service, may not deviate from the Southern Nevada Health District Office ALS protocols unless a CCT unit or CCT level of care is specifically requested by the FAO or incident commander.

7.7 Franchisee acknowledges the incident command and control procedure implemented by LVMC 6.08.160. In addition, Franchisee must participate in the LVFR Incident Command System ("ICS") standard operating procedures. LVFR reserves the right, in its sole discretion, to provide ALS services to a patient utilizing the City's own paramedics.

7.8 Franchisee shall require its employees, including emergency medical technicians, paramedics, supervisors, dispatchers and management personnel to adhere to LVFR's ICS procedures. Ambulance crews and other personnel shall participate in and fully comply with accountability procedures when involved in any incident in which the incident commander requires them to use the accountability system.

7.9 Franchisee may not use any of the City EMS system infrastructure or City factors of production owned by or leased from the City and which is utilized to provide or enhance services provided by Franchisee pursuant to this Franchise for any other purpose, unless Franchisee first presents a plan to the City, which includes a method of fairly allocating and offsetting costs, and receives approval by the City to do so. Under no circumstances will outside obligations interfere with meeting Franchisee's obligations to the City under the terms of this Franchise.

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7.10 Franchisee and the City, in cooperation with the City of North Las Vegas and the County, will implement and maintain an electronic patient care reporting system ("ePCR") of its choice, which is capable of interfacing with and capturing common data sets of the ePCR reporting systems of the LVFR and the fire departments of the City of North Las Vegas and the County.

An ePCR form is required to be completed for all patients for whom care is rendered at the scene, inter-facility and Critical Care transports, regardless of whether the patient is transported from within the City. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance.

7.11 Public Safety Stand-by Service.

7.11.1. Upon request by the FAO, Franchisee shall, at its cost, respond to emergency incidents involving a potential danger to public safety agencies requesting assistance or the general public.

7.11.2. Other community service oriented entities may request stand-by coverage from Franchisee. Franchisee is encouraged to provide such non-dedicated standby coverage for these events as available and consistent with its deployment model.

7.12 Subject to further agreement and discussions between the Parties, the City and Franchisee may enter into an agreement providing Franchisee use of Opticom and transmitter/transponder units, which open electronically controlled access gates located on fire apparatus access roads within the City to facilitate the timely response of ambulance service to the residents of the City.

7.13 Ambulance service provided by Franchisee shall be provided without regard to any illegally discriminatory classification, including without limitation, the patients' race, color, national origin, religious affiliation, sexual orientation, age, gender identity or expression, or ability to pay.

7.14 Franchisee shall provide all management, personnel, facilities, equipment, training, materials, fuel and supplies necessary to provide the required services in the FSA pursuant to the ASO and this Franchise. Franchisee acknowledges that the City shall not provide ambulances, clinical equipment or supplies to Franchisee. All costs associated with the services referenced herein shall be the sole responsibility of Franchisee, unless otherwise stated.

7.15 Franchisee shall answer emergency telephone lines within eighteen (18) seconds at least 90% of the time and document compliance with this provision as required by the Fire Chief.

8. DEPLOYMENT PLANNING

Prior to December 1, 2020, Franchisee shall gain approval from the Fire Chief of a deployment plan for ambulance service within the FSA. Among other things as required by the Fire Chief, Franchisee will establish definitive hours of operations as well as unit designators as part of the deployment plan. The plan will be reviewed and approved by the Fire Chief and may be modified

by Franchisee to satisfy operational response time requirements upon approval by the Fire Chief. Franchisee shall adopt the deployment plan using Franchisee staffing only.

The approval of such deployment plan will not be construed as acceptance of any particular level of effort, nor will it excuse any failure of Franchisee to achieve response time, clinical or financial performance. Any deviation from the current approved plan that results in a substantial (5% or more) reduction in unit hour deployment shall be submitted in advance to the Fire Chief for review and approval prior to implementation, so that the City and Franchisee have the ability to plan for any potential changes in responses. For clarity, Franchisee may adjust in real time daily unit hour staffing to manage employee sick call offs, additional surge call volume, major community events or conferences, weather related events, etc., without seeking approval prior approval from the Fire Chief.

9. MUTUAL AID TO OTHER AMBULANCE SERVICE PROVIDERS

9.1 As a condition of the Franchise granted herein, Franchisee agrees to provide mutual aid for emergency incidents to all other ambulance franchisees of the City, to the Fire Department and the fire departments of the City of North Las Vegas and Clark County. Franchisee agrees to provide such aid for emergency incidents that:

9.1.1 Occur on or near any geographical boundary line of the FSA; or

9.1.2 Because of the circumstances of the emergency incident, require additional ambulance service;

9.1.3 Require a non-assigned ambulance to provide emergency first responder service due to proximity of emergency incident; or

9.1.4 Is requested in accordance with the terms of its mutual aid agreement.

9.2 Franchisee shall enter into mutual aid agreements with other agencies which will utilize the other provider's units to occasionally respond to calls within the FSA, provided that the level of service is substantially equal to that provided by Franchisee and the agreement to provide mutual aid between Franchisee and the other agency is authorized in writing by the City Manager.

9.2.1. Mutual aid may be utilized to augment, but not replace, the services that the City is requiring from Franchisee.

9.2.2. In every case, Franchisee will be held accountable for the performance, including response times, of any authorized mutual aid provider used.

9.2.3. Franchisee will provide a monthly report of mutual aid given and received in a format approved by the City.

9.2.4. Each year Franchisee and City will review the mutual aid given and received by Franchisee. Should the City find that Franchisee receives more mutual aid than it provides any mutual aid provider; the City may require Franchisee to enter into negotiations facilitated by the City to compensate any provider of excess mutual aid to preserve mutual aid services that benefit the City without asking another provider to effectively subsidize Franchisee.

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9.2.5. Franchisee may propose arrangements that assure that mutual aid is truly mutual or those that compensate mutual aid providers for Franchisee's inequitable use of mutual aid.

9.2.6. Franchisee may use ambulances and resources of related companies and ambulance operations to achieve performance under this Franchise, provided that such use is incidental and does not result in reductions in deployment within the City or excessive use of City-dedicated resources in other jurisdictions.

10. COOPERATION ON EMERGENCY AND TRAINING

10.1 Franchisee shall, to the fullest extent possible, cooperate with the County's Office of Emergency Management, and shall comply with the City's Emergency Plan, including, but not limited to, providing ambulance service for mass-casualty incidents ("MCI"), and providing ambulances and personnel for emergency training purposes.

10.2 Franchisee shall dispatch a supervisor, or higher level personnel, to any MCI or wide-scale emergency incident or disaster in the City to assist the on-scene Incident Commander.

10.3 Franchisee shall participate in training and rehearse on the National Incident Management System and the Health District Mass Casualty Plan every two years, and shall provide upon request by the City verification that such training has been provided.

10.4 Franchisee shall be actively involved in planning for and responding to any MCI, mass gathering, wide-scale emergency incident or disaster or special event for which Franchisee is licensed and is providing special event coverage, within the FSA. Franchisee shall be required to participate in the City's EMS planning process and cooperate with the implementation of the plans during any incident covered by the plans.

10.5 Franchisee will participate in the City's EMS Continuous Quality Improvement and Peer-Review processes when requested by the Fire Chief.

11. FLEET AND EQUIPMENT

11.1 Ambulance Fleet

11.1.1 Franchisee shall adequately maintain all vehicles used in the performance of this Franchise.

11.1.2 Prior to December 1, 2020, Franchisee shall provide the City with an annual fleet listing, inclusive of all reserve vehicles. This list shall be updated annually and provided to LVFR prior to December 1 of each year. At a minimum, the fleet listing shall include the vehicle identification numbers and address and telephone number of the lien holder(s).

11.1.3 Franchisee's ambulance fleet shall meet the following minimum standards:

11.1.3.1. Franchisee shall maintain a minimum fleet size in operable ambulance vehicles that equals or exceeds one hundred twenty-five percent (125%) of the

proposed peak deployment of ambulance vehicles provided in the approved deployment plan.

11.1.3.2. No ambulance shall have cumulative mileage of more than 300,000 miles.

11.1.3.3. All ambulances shall meet Federal Specification KKK-1822F or National Fire Protection Association (NFPA) 1917, as amended time to time, and be certified by the manufacturer to meet the specifications in effect at the date of manufacture. Certain exceptions to such standards may be approved by the Fire Chief. If a Franchisee proposes exceptions to either standard, the proposed exception must be presented to the Fire Chief, in writing, and it is the responsibility of Franchisee to justify the recommended changes. The Fire Chief will make a final determination, pursuant to all adopted laws and regulations, and that determination is final.

11.1.4 All ambulances must be specified and constructed to transport two (2) patients, one (1) Franchisee attendant and one (1) LVFR first responder in the patient compartment and one (1) family member in the front passenger seat as well as the driver without exceeding the Original Equipment Manufacturer's specified Maximum Gross Vehicle Weight while fully equipped and fueled. Additionally, each ambulance shall be capable of simultaneously transporting a total of at least two (2) recumbent patients.

11.1.5 All ambulances must comply with Environmental Protection Agency diesel emissions standards in effect on the date of manufacture.

11.1.6 All ambulances shall use standard colors, emblems, and markings, as required by existing Federal and State standards and City requirements.

11.2 Fleet Safety

11.2.1 Franchisee shall institute and maintain a fleet safety program that shall address, at a minimum, the following:

11.2.1.1 Driver education and vehicle operations;

11.2.1.2 Systems designed to improve safety, "low forces" and other driving, training and monitoring systems;

11.2.1.3 Patient and attendant restraint and injury prevention systems, including specific modifications designed to reduce injuries resulting from accidents;

11.2.1.4 Providing appropriate child restraint systems for pediatric patients;

11.2.1.5 Vehicle monitoring and record keeping systems; and

11.2.1.6 Fleet maintenance procedures designed to promote and enhance safety.

11.3 Equipment and Supplies for Emergency Life Support Services

11.3.1 Franchisee shall provide all facilities, equipment, material, and supplies, necessary to provide the required services and maintain a neat, clean, and professional appearance of equipment and facilities; and shall ensure all equipment and supplies are readily available and accessible from the interior portions of the patient transportation compartment.

11.3.2 Franchisee shall use the same or compatible patient care equipment as required by the Southern Nevada Health District's Official Air Ambulance, Ground Ambulance, and Firefighting Inventory and the Official Paramedic Drug Inventory.

12. COMMUNICATION EQUIPMENT, COMPUTER-AIDED DISPATCH ("CAD") AND AUTOMATED VEHICLE LOCATION ("AVL") SYSTEMS

12.1 Communication Equipment

Franchisee shall furnish and maintain dispatch communications equipment and radio consoles, telephone equipment, including hardware and software, proposed communication infrastructure enhancements, and other equipment and software, ambulance radios as indicated herein (mobile and portable) and mobile data terminals or mobile data computers employed by Franchisee in the delivery of services (together, the "Communication System").

12.1.1 Compliance with Laws

12.1.1.1 Prior to December 1, 2020, Franchisee shall install, provide, operate, and maintain an ambulance dispatch center, a telephone service, including ring-down line, 800 MHz mobile radio system, mobile data computer/radio system, personal computer, and a secondary dispatch response system.

12.1.1.2 Franchisee must comply with all federal, state, and local laws, rules, statutes, and regulations, including licensing requirements, concerning the broadcast of public safety and emergency communications over approved Federal Communications Commission (FCC) frequencies at all times during the term of the Franchise.

12.1.2 Communication System Requirements

Franchisee shall comply with the following requirements concerning the installation, use, operation, and maintenance of their Communications System:

12.1.2.1 Prior to December 1, 2020, Franchisee shall obtain any and all FCC licenses and authorizations required for the engineering, assembling, installation, use, operation, and maintenance of the Communications System, which are necessary to provide the required services.

12.1.2.2 Prior to December 1, 2020, Franchisee shall provide documentation describing in detail the operational design for the Communications System and methods proposed for dispatching ambulances.

12.1.2.3 At all times during the pendency of this Franchise and any extensions thereto, Franchisee shall maintain a radio communication system capable of

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interagency communications.

12.1.2.4 Franchisee's dispatch center must be equipped with a secondary emergency back-up electrical system to insure uninterrupted 24/7 service.

12.1.2.5 Franchisee shall upgrade its Communications System with comparable and compatible technology if and when upgrades are made to the FAO. If upgrades are contemplated by the City and/or FAO, the City shall notify Franchisee a reasonable time before such upgrades occur to permit Franchisee to upgrade its Communications System contemporaneous with upgrades by the FAO. Franchisee is solely responsible for all costs associated with upgrades of interfaces to assure compliance with future communication system upgrades.

12.2 800 MHz Countywide Southern Nevada Area Communications Council ("SNACC")

12.2.1 Franchisee shall communicate with fire agency responders and the FAO over the SNACC 800 MHz trunked radio system at its cost.

12.2.2 Franchisee shall pay for its proportionate use of the 800 MHz trunked radio systems to SNACC as currently required by SNACC.

12.3 AVL/CAD

During the pendency of this Franchise and any extensions thereto, Franchisee shall utilize, whether through purchase, lease or other contractual arrangement, a CAD system to record real-time dispatch information and an AVL system to monitor the location and status of each party's units deployed at all times. Franchisee shall be responsible for any and all costs associated with integrating its AVL with LVFR and FAO. Both CAD and AVL systems must fully interface with the FAO's CAD and be capable of:

12.3.1 Daily clock synchronization with the atomic clock;

12.3.2 Integrating Franchisee's emergency and non-emergency resources onto the FAO's dispatching consoles;

12.3.3 Indicating all system resources available status and location in real-time;

12.3.4 Sending and receiving electronic dispatch information, instructions, and call status;

12.3.5 Complete reliability (defined as operational at greater than 99%) for all Ambulance Service;

12.3.6 Unrestricted access rights for LVFR and FAO to real-time data maintained by the CAD system as necessary to analyze demand and determine deployment procedures;

12.3.7 Unrestricted access rights for the LVFR Medical Director or designee, or the FAO to monitor the location and status of all Franchisee units at all times;

12.3.8 Refreshing the AVL and GPS information no less than every five (5) seconds; and

12.3.9 Availability and operability for all emergency and non-emergency call for service.

12.4 Franchisee shall furnish at its own cost, and operate through its communications center, a syndromic bio-surveillance and regional data management system as approved by the LVFR.

12.5 Electronic Data System

12.5.1 Franchisee's electronic data system shall be capable of capturing and reporting common data elements used within the EMS system. In addition, it is anticipated that the data system will be capable of reporting adherence to medical dispatch protocols, adherence to medical priority dispatch questioning, and provision of pre-arrival instruction.

12.5.2 Franchisee's electronic data system shall be capable of producing the following reports to be utilized in measuring response time compliance:

12.5.2.1 Emergency life threatening and non-life threatening response times by jurisdiction and by user definition.

12.5.2.2 Out of chute response times by crewmembers.
12.5.2.3 On-scene times.
12.5.2.4 Hospital drop times by crewmembers.
12.5.2.5 Emergency and non-emergency responses by hour and day.
12.5.2.6 Dispatch personnel response time reports.
12.5.2.7 Canceled run report.
12.5.2.8 Demand analysis report.
12.5.2.9 Problem hour assessment. Call mode by hour and day.
12.5.2.10 Ambulance alert exception report.

12.5.3 Franchisee shall fully complete a manual "dispatch card" in a form approved by the Fire Chief for each dispatch of an ambulance if the computer is inoperable. Franchisee's personnel, following the resumption of normal service of the CAD system, shall enter manual dispatch cards into the CAD system within twenty-four hours of operational service.

12.6 Backup Systems and Disaster Recovery

12.6.1 Franchisee's communications center shall have an uninterruptible power supply to ensure no interruption of critical functions.

12.6.2 The backup power system shall be tested weekly by cutting power and running on standby and generator power. In addition, the communications center shall maintain a backup server, which can be brought on-line in the event of a catastrophic server failure.

12.6.3 As additional security, all databases shall be backed-up again at an off-site

location where a separate computer dispatch system shall be online at all times.

12.7 Franchisee will cooperate with the Nevada State Health Division or its designee with the development of regulations to track hospital wait times.

12.8 Franchisee and LVFR shall have view only access and visibility in real-time to each other's CAD and deployment of resources, i.e., ambulances, engines and rescues.

12.9 Franchisee shall identify all in-service ILS-staffed ambulances on a real-time basis on the Franchisee's AVL/CAD system such that the City/FAO can easily identify any ambulance staffed with ILS-level care providers on such AVL/CAD system. Prior to staffing any ambulance with ILS-certified care providers pursuant to Section 7.4 and Section 7.5, the Franchisee must receive written approval from the Fire Chief after his review of the City's AVL/CAD system to ensure that ILS-staffed ambulances are easily identifiable.

13. REPORTS

Franchisee shall comply with the reporting requirements delineated by Exhibit "2," which is attached hereto.

14. RESPONSE TIME COMPLIANCE

14.1 Response Time Performance Expectations

14.1.1 The City does not limit Franchisee's flexibility in providing and improving EMS services. Performance that meets or exceeds the response time requirements specified herein is the result of Franchisee's expertise and methods, and therefore is solely Franchisee's responsibility. Successful performance of the services shall in part be based on Franchisee's compliance with the response time requirements set forth herein.

14.1.2 Response times are a combination of dispatch, operations, and field operations. Therefore, an error in one phase of operations (e.g. ambulance dispatch, system deployment plan, ambulance maintenance, etc.) shall not be the basis for an exception to performance in another phase of operations (e.g. clinical performance or response time performance).

14.1.3 Appropriate Response Time performance is the result of a coordinated effort of total operations, and therefore, is solely the responsibility of Franchisee. An error or failure in one portion of Franchisee's operation does not excuse performance in other areas of operation.

14.1.4 Superior response time performance early in a month is not justification to allow inferior response time performance late in the month. Therefore, Franchisee will use its best effort to minimize variations or fluctuations in response time performance according to time of day, day of the week, or week of the month.

14.1.5 Since Franchisee is the provider of Ambulance Services, patients and healthcare facilities rely on Franchisee to provide timely inter-facility and non-emergency medical ambulance transportation. The downstream cost to these facilities of poor non-emergency performance is enormous. Therefore, Franchisee will be required to meet or exceed response time

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criteria for non-emergency ambulance responses as well as emergencies.

14.2 Response Time Requirements

14.2.1 Franchisee shall operate the Ambulance Services system so as to equalize response time performance throughout the various neighborhoods of the FSA, so that no neighborhood is subject to substandard response time performance.

14.2.2 Franchisee shall meet the following maximum response time throughout the FSA for 911-Dispatched Ambulance Service:

Priority No.	**Definition**	**Maximum Response Time (Minutes)**	**Excessive Response Time (Minutes)**
1	CRITICAL	11:59	14:59
2	HIGH	11:59	14:59
3	MODERATE	11:59	14:59
4	LOW	15:59	19:59
5	MEDICAL AID	19:59	24:59

14.2.3 Franchisee shall meet the following maximum response time throughout the FSA for non-emergency services:

Priority 11 Subcategories	**Definition**	**Maximum Response Time (Minutes)**	**Excessive Response Time (Minutes)**
Urgent	Immediate transfer requests for critical patients needing higher level of care at another facility	19:59	Exceeds response time by more than 10 minutes
Scheduled	Pre-Scheduled transports with 4 hours' prior notice from facility	Scheduled time	Exceeds scheduled time by more than 30 mintues
Unscheduled	Unscheduled transfer request from facility	59:59	Exceeds response time by more than 30 minutes

14.2.4 Franchisee shall meet a monthly ninety percent (90%) compliance standard for each separate measurement line item below as follows:

Measurement	**Monthly Standard**

Priority 1 and 2 combined	90%
Priority 3	90%
Priority 4	90%
Priority 5	90%
Priority 11 (all subcategories combined)	90%

Compliance with the above is achieved when 90% or more of responses in each priority measurement line item meet the specified response time requirements within the FSA for a calendar month.

14.2.5 The delineation of an "excessive response time" in the above response time charts shall only be used to indicate when a certain level of liquidated damages shall be paid by Franchisee to the City. The maximum response time for purposes of Franchisee's obligations above are those times delineated under the chart heading "maximum response time."

14.3 Priorities

14.3.1 Priority Classification Definitions

Response Priorities are defined according to a standard presumptive priority dispatch protocol approved by the LVFR Medical Director. The NAED, version 3.4.3.33, as amended from time to time, or protocols currently in use by the FAO will be used for response time compliance reporting. For the purpose of response time calculations, responses are prioritized according to the tables found at paragraph 14.2.

14.3.2 Description of Priority Classifications

There are six Priorities for which Franchisee shall be required to meet specified response times. The call classification as emergency or non-emergency, and as Priority 1, 2, 3, 4, 5 and 11 is accomplished by presumptive prioritization in accordance with the current NAED, version 3.4.3.33, as amended from time to time, or protocols currently in use, as approved by the LVFR Medical Director. The descriptions and response time requirements for Franchisee follow:

14.3.2.1 Priority 1: Select Bravo, Charlie, Delta and Echo Emergencies

Franchisee shall place an ambulance on scene of each specified Bravo, Charlie, Delta and Echo incidents within the specified response time not less than 90% of all response requests as measured within any calendar month.

14.3.2.2 Priority 2: Select Bravo, Charlie, Delta and Echo Emergencies

Franchisee shall place an ambulance on the scene of each specified Bravo, Charlie, Delta and Echo incidents within the specified response time not less than 90% of all response requests as measured within any calendar month.

14.3.2.3 Priority 3: Select Bravo, Charlie, Delta and Echo Emergencies

Franchisee shall place an ambulance on the scene of each specified Bravo, Charlie, Delta and Echo incidents within the specified response time not less than 90% of all response requests as measured within any calendar month.

14.3.2.4 Priority 4: Select Alpha, Bravo and Omega Emergencies

Franchisee shall place an ambulance on the scene of each specified Alpha, Bravo and Omega incidents within the specified response time not less than 90% of all response requests as measured within any calendar month.

14.3.2.5 Priority 5: Select Alpha and Omega Emergencies

Franchisee shall place an ambulance on the scene of each specified Alpha and Omega incidents within the specified response time not less than 90% of all response requests as measured within any calendar month.

14.3.2.6 Priority 11: Urgent, Scheduled and Unscheduled Transfers

If a response request for a non-emergency transfer is received by the FAO and transferred to Franchisee, or if the request for a non-emergency transfer is received by Franchisee's dispatch center, Franchisee shall perform within the specified response time not less than 90% of all response requests as measured within any calendar month.

Regardless of where the request for a non-emergency transfer is received (either by the FAO or Franchisee's dispatch center), in the event Franchisee is unable to meet the established maximum response time for Priority 11 request for service, Franchisee shall notify the individual or organization requesting such service to explain the reasons for the temporary delay and shall furnish a realistic estimate of when service will be available. Such notification and reasons for delay shall also be documented in the electronic notes of the call. Notification of the individual or organization does not reduce or eliminate liquidated damages for such delays and the original response time requirements will be used to calculate any damages. Franchisee shall make every reasonable effort to reduce and eliminate delays for those utilizing non-emergency services. Franchisee shall submit a report containing an explanation for responses that fail to meet the response time standards of the City.

14.3.2.4 Scheduled Transfers will include those appointments for non-emergency transfers in which a request is made at least four hours (4:00) prior to the requested appointment time. If the caller subsequently requests a revision of the appointment time less than four hours before the appointment, the appointment may be adjusted. If the request is for an earlier time, Franchisee will arrive at the earlier of the original appointment or the unscheduled response time of 59:59. If the transport is rescheduled to a later time, that is less than one hour later than the original appointment, Franchisee will arrive on time for the new appointment. If the request is changed to a time later than one hour after the original appointment, the response will deemed an

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Unscheduled Transport and the appropriate response time standard shall be applied.

14.3.3 For every call in every presumptively defined category not meeting the specified response time criteria, Franchisee will submit a written report on a monthly basis in a format approved by the Fire Chief, documenting the cause of the late response and Franchisee's efforts to eliminate recurrence.

14.4 Response Time Measurement

14.4.1 The following methodology shall be used to measure Franchisee response times:

14.4.1.1 Response Time Clock

(a) For purposes of measuring response times, the official LVFR "clock" will be the time displayed by the Computer Aided Dispatch (CAD) system in use at the FAO;

(b) Franchisee shall assure that the ambulance CAD clock is continuously and accurately synchronized with the FAO CAD;

(c) The average difference in clock time shall never exceed four tenths (4/10) of a second; and

(d) Methods utilizing GPS satellites, the atomic clock and/or direct interconnection may be used; however, Franchisee will be responsible for providing all hardware, software and communications services to accomplish this requirement.

14.4.1.2 Time Intervals for Priority

(a) Response times for Priority 1, 2, 3, 4, 5 and related 11 responses shall begin with the time the call is received on Franchisee's communications center CAD terminal.

(b) For all priorities, the response time clock shall be stopped when Franchisee's ambulance or authorized mutual aid ambulance transmits the "unit arrived on scene" status signal to CAD.

(1) Such transmission shall not be made until the ambulance unit actually arrives at the specific address or location dispatched with a speed of zero (0) miles per hour.

(2) In the instance of apartment or business complexes, such transmission shall not be made until the ambulance actually arrives at the point closest to the specified apartment or business to which it can reasonably be driven.

(3) Arrival on the scene of Franchisee supervisor's vehicle shall not stop the response time clock.

(4) Arrival at incident means the moment an ambulance crew notifies the FAO that it is fully stopped at the location where the ambulance shall be parked while the crew exits to approach the patient.

(5) In instances that the ambulance has responded to a location other than the scene (e.g. staging areas for hazardous scenes), arrival "on scene" shall be the time the ambulance arrives at the designated staging location.

(6) The LVFR Medical Director may require Franchisee to log time "at patient" for medical research purposes. However, "at patient" time intervals shall not be considered part of the contractually stipulated response time.

14.4.1.3 For all responses Franchisee shall report the "on scene" CAD time stamp as the "on scene" time. If the CAD "on scene" time stamp is nonexistent or Franchisee believes it to be inaccurate, Franchisee may request permission to report an alternative time by providing evidence showing the correct on scene time. The mechanisms for verifying the on scene time, by either Franchisee or the City shall be:

(a) the CAD time stamp,

(b) the verbal on scene, and

(c) the time the Automatic Vehicle Locator (AVL) system documents the ambulance being on scene with speed of zero (0) miles per hour. For the purposes of this Franchise, valid AVL data is defined as a data report demonstrating date of service for a particular unit, GPS coordinates consistent with the call location for a particular unit, vehicle number, and a vehicle speed of zero miles per hour and time of this data transmission.

14.4.1.4 In the event of a conflict between any of the times described at 14.4.1.3, resolution of the conflict shall be made by ranking the documents in the following order: First, CAD time stamp, second, AVL system time, and third, verbal on scene time only when the verbal on scene time is documented in Franchisee's CAD electronic notes and further documented by a dated and timed voice recording of Franchisee personnel's on scene communications, as follows:

(a) If the CAD time stamp is nonexistent or is found invalid, the AVL system time will be substituted.

(b) If the CAD time stamp and AVL system time are nonexistent or invalid, the verbal on-scene time will be substituted as indicated above.

(c) If data documented by the AVL system shows the CAD time or verbal on scene time reported for any response is invalid, the first time the AVL system documents the ambulance was stopped on scene will be substituted for the "On Scene" time.

(d) The City may use verbal recordings and AVL data to prove or disprove the accuracy of the on scene time reported by Franchisee for any response. Should verbal recordings and/or AVL data disprove data reported by Franchisee, the City's Franchise Officer will substitute the more accurate data. Franchisee may appeal the Franchise Officer's

decision in writing to the City Manager's Office. The City Manager's decision is final and binding.

14.4.1.5 In instances when the ambulance fails to report "on scene," the time of the next communication with the ambulance will be used as the "on scene" time. However, Franchisee may appeal such instances, as the procedure for appeal is provided in 14.4.1.4(d), above, when it can document the actual arrival time through other means, such as a LVFR unit assigned to the same call or AVL position reporting.

14.5 Calculating Upgrades, Downgrades and Reassignments

From time to time, special circumstances may cause changes in call priority classification. Such changes may occur as follows:

14.5.1 Upgrades

If an assignment is upgraded, prior to the arrival on scene of the first ambulance (e.g. Priority 5 is upgraded to Priority 1), Franchisee's compliance with contract standards and liquidated damages will be calculated based on the shorter of:

14.5.1.1 the time elapsed from call receipt to time of upgrade plus the higher priority response time requirement; or

14.5.1.2 the lower priority response time requirement.

Example:

A call is dispatched Priority 5 (required response time of 19:59) and is upgraded to Priority 1 (required response time of 11:59) after one (1:00) minute has elapsed. Because 11:59 + 1:00 = 12:59 is shorter than 19:59, the response is subject to the Priority 1 Response Time requirement and is considered a Priority 1 response.

14.5.2 Downgrades

Medically-trained first responders (LVFR employees) as authorized by the LVFR Medical Director may initiate downgrades. If an assignment is downgraded prior to the arrival on scene of the first ambulance, Franchisee's compliance with contract standards and liquidated damages will be calculated based on:

14.5.2.1 The lower priority response time requirement, if the unit is downgraded before it would have been judged "late" under the higher priority Response Time requirement, or

14.5.2.2 The higher priority response time requirement, if the unit is downgraded after it would have been judged "late" under the higher priority Response Time requirement.

Example:

A call is dispatched Priority 1 (required response time of 11:59) and is

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downgraded to Priority 5 (required response time of 19:59) before exceeding the Priority 1 Response Time requirement is considered a Priority 5 response.

14.5.3 Reassignment En Route

If an emergency ambulance is reassigned en route or turned around prior to arrival on the scene (e.g. to respond to a higher priority request), compliance and liquidated damages shall be calculated based on the response time requirement applicable to the assigned priority of the initial response. The initial response time clock will not stop until the arrival of an emergency ambulance reports "on scene" from which the ambulance was diverted.

14.5.4 Cancelled En Route

If an ambulance is cancelled by the FAO after an assignment has been made, but prior to the arrival of the first ambulance, and no ambulance is required at the dispatch location, the response time clock will stop at the moment of cancellation. If the elapsed response time at the moment of cancellation exceeds the response time requirement for the assigned priority of the call, the unit will be determined to be "late" for the purpose of compliance with the Agreement and the calculation of liquidated damages.

14.5.5 Response Times Outside of or into Unincorporated Areas Clark County contained within in the FSA

Franchisee will not be held accountable for emergency response time compliance for any response dispatched to a location outside of the FSA or into Unincorporated Areas within the defined FSA. Responses to requests for service outside of the FSA or within Unincorporated Areas of the FSA will not be counted in the total number of responses used to determine LVFR compliance reporting.

14.5.6 Each Incident A Single Response

Each incident will be counted as a single response regardless of the number of units that respond.

14.6 Response Time Exemptions

14.6.1 Franchisee shall maintain mechanisms for back up capacity, or reserve production capacity to increase production should temporary system overload persist. However, it is understood that from time to time unusual factors beyond Franchisee's reasonable control may affect achievement of the specified response time requirements. These unusual factors are limited to state-declared or federal-declared disasters or periods of unusually high demand for emergency services. Unusually high demand for emergency responses, for the purpose of considering exemption requests will be defined according to a statistical model. For an exemption to be granted, Franchisee must demonstrate that:

14.6.1.1 An unusual factor beyond Franchisee's reasonable control directly contributed to the delay in responding to the individual call for which an exemption is requested.

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14.6.1.2 Franchisee took reasonable and prudent measures to prepare and staff for situations of which Franchisee might be reasonably aware. (i.e.: flash flooding forecast in advance requires reasonable efforts in planning).

14.6.1.3 Franchisee utilized a "non-emergency response cutoff" practice consistent with its current System Status Plan on file with the City and LVFR Medical Director to reasonably protect emergency response capabilities.

14.6.2 For the hour of the week for which an exemption is requested, Franchisee must demonstrate that at the moment the call was received, the number of emergency calls dispatched and being worked within the FSA simultaneously exceeds the product of the following formula:

Overload = [1.5 x (1 Standard Deviation)] + the Mean

The number calculated as the overload in the above equation shall be rounded up to the nearest whole call, for the entire population of emergency calls for that hour for the past 20 weeks

14.7 Circumstances Not Considered For Response Time Exemptions. The following circumstances shall not be considered by LVFR for an exemption pursuant to paragraph 14.6.

14.7.1 Extended delays at hospitals while transferring patients to receiving facility personnel;

14.7.2 Equipment failures, traffic congestion, ambulance failures, dispatch errors, inability to staff units and other causes reasonably within the control of Franchisee; and

14.7.3 If any particular call occurs during a period defined as "overload" and errors by Franchisee or Franchisee's employees, subcontractors, mutual providers or Franchisee-provided equipment or technology contribute significantly to the late response.

14.8 Exemption Request Procedure

14.8.1 If Franchisee believes that any response or group of responses should be excluded from the calculation of the response time requirements pursuant to paragraph 14.6, above, and the exemption request is not precluded by paragraph 14.7, above, Franchisee shall provide detailed documentation for each actual response in question to the City's Franchise Officer and the LVFR Medical Director in accordance with the following procedure:

14.8.1.1 Franchisee shall use the FirstWatch Solutions Online Compliance Utility ("OCU") (or LVFR-approved alternative) to document the exemption request;

14.8.1.2 Any such request must be made in writing and received by the City's Franchise Officer and the LVFR Medical Director within three (3) business days after the date of occurrence and any request for an exemption received after three (3) business days will not be considered;

14.8.1.3 The City's Franchise Officer and the LVFR Medical

Director will jointly review the request and issue a determination, using the OCU (or City-approved alternative);

14.8.1.4 Should Franchisee dispute the determination made by the City's Franchise Officer and the LVFR Medical Director, Franchisee may make a written appeal to the Fire Chief for a definitive ruling within five (5) business days of the receipt of the appeal.

14.9 Final Response Time Compliance Reports.

Final response time compliance reports produced using the OCU (or City-approved alternative) shall be complete, accurate and submitted to LVFR within seven (7) business days after the end of each month, unless an extension has been granted by the Fire Chief in advance.

14.10 Response Time Audit Trail

Franchisee shall employ a "data lockbox" approach to performance reporting and the exception request process using the OCU, or an alternative approved by the Fire Chief. All costs associated with Franchisee's data lockbox shall be the sole responsibility of Franchisee. Franchisee shall provide LVFR unrestricted access to all data captured by the OCU and reports generated by the OCU.

15. LIQUIDATED DAMAGES

15.1 Liquidated Damages, Generally.

15.1.1 Failure of Franchisee to comply with any time, performance or other requirement will result in damage to the City that will be impractical to determine the actual amount of such damage whether in the event of delay, nonperformance, failure to meet standards, or any other deviation.

15.1.2 Liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken and treated as reasonable liquidated damages. The City's remedies in the event of Franchisee's breach of this Franchise or any noncompliance by Franchisee are not limited to this paragraph 15.

15.1.3 Franchisee shall make payment for any assessed liquidated damages within fourteen (14) calendar days of receipt of penalty assessments from the City or provide an appeal in writing of the penalties assessed, or any portion thereof to the Director of Finance. Within 30 days of receipt of a written appeal, the Director will provide to Franchisee a written letter of determination on the appeal. Within fourteen (14) days of receipt of the Director's determination, Franchisee shall make payment of the total amount of the Director's penalty assessments. The Director's decision is final.

15.1.4 Should Franchisee fail to pay liquidated damages as provided above, the City may file a claim against the performance bond with Franchisee's surety for all unpaid liquidated damage assessments.

15.1.5 Upon either retrospective audits of calls or exemption requests, if the City finds that a call was assigned a lower priority by Franchisee than would have been assigned had

Franchisee communications personnel properly followed the Medical Priority Dispatch Standards as approved by the Fire Chief or his designee, the City will measure the response time against the higher priority, and when applicable, the response will be subject to late response time liquidated damages.

15.1.6 All liquidated damages assessments provided for herein shall be increased annually on December 31st of each year by the CPI-MCS.

15.2 **Monthly Liquidated Damage Assessment**. Assessments for failure to comply with the monthly response time standard of 90% as indicated at Paragraph 14 shall be assessed to Franchisee in any rolling twelve (12) month period as follows:

Category	Occurrence No.	Liquidated Damages Amount
Priority 1 and 2 combined	First Occurrence	$ 11,535.28
Priority 1 and 2 combined	Second Occurrence	$ 23,070.54
Priority 1 and 2 combined	Third Occurrence	$ 34,605.83
Priority 3	First Occurrence	$ 11,535.28
Priority 3	Second Occurrence	$ 23,070.54
Priority 3	Third Occurrence	$ 34,605.83
Priority 4	First Occurrence	$ 8,074.70
Priority 4	Second Occurrence	$ 16,149.38
Priority 4	Third Occurrence	$ 24,224.08
Priority 5	First Occurrence	$ 8,074.70
Priority 5	Second Occurrence	$ 16,149.38
Priority 5	Third Occurrence	$ 24,224.08
Priority 11 (all subcategories combined)	First Occurrence	$ 5,767.63
Priority 11 (all subcategories combined)	Second Occurrence	$11,535.28
Priority 11 (all subcategories combined)	Third Occurrence	$ 17,302.91

15.2.1 The monthly liquidated damage assessments indicated above at Paragraph 15.2 shall be assessed on Franchisee in addition to the Individual Per Call Liquidated Damage Assessment indicated at Paragraph 15.3 for late patient response.

15.2.2 The assessments indicated above at Paragraph 15.2 shall be assessed each month if Franchisee fails to comply with the monthly response time standard indicated at Paragraph 14. For purposes of assessing Liquidated Damages, monthly response times will be reported without decimals and no rounding factor will be allowed (e.g. a monthly performance of

89.9% will be reported as 89%).

15.2.3 Failure of Franchisee to achieve at least 90% response time compliance in the FSA for calls will require that Franchisee submit and implement a deployment plan that includes additional staffed ambulance hours aimed to achieve 90% compliance with response times.

15.2.4 Failure to meet any priority category line item response time criteria for at least 90% of the time for 3 consecutive months, or for 4 months in any 12 consecutive months may be considered a breach of this Franchise and may result in revocation of this Franchise pursuant to this Franchise and the Ambulance Service Ordinance, and the City after revocation of the Franchise may file a claim with Franchisee's surety for the surrender of the entire performance bond amount for failure to perform pursuant to the terms of the Ambulance Service Ordinance and this Franchise.

15.3 **Individual Per Call Liquidated Damage Assessment**. Assessments for failure to meet response times for individual calls as indicated in Paragraph 14 shall be assessed to Franchisee as follows:

Category	Standard Late Penalty	Excessive Response Time
Priority 1	$19.61	$115.35 (in lieu of the standard late penalty)
Priority 2	$19.61	$115.35 (in lieu of the standard late penalty)
Priority 3	$19.61	$ 115.35 (in lieu of the standard late penalty)
Priority 4	$13.83	$81.60 (in lieu of the standard late penalty)
Priority 5	$13.83	$81.60 (in lieu of the

		standard late penalty)
Priority 11 Urgent	$28.84	$115.35 (in lieu of the standard late penalty)
Priority 11 Scheduled	$57.13	$115.35 (in lieu of the standard late penalty)
Priority 11 Unscheduled	$57.13	$115.35 (in lieu of the standard late penalty)

15.3.1 Upgraded Calls

If the initial response time requirement expired prior to being upgraded and the upgraded call response time requirement expired prior to the time the ambulance is on scene, staged or canceled, the initial call and the upgraded call are each subject to the late call liquidated damages assessment as provided by the table at Paragraph 15.3.

15.3.2 Downgraded Calls

If the initial response time requirement expired prior to being downgraded and the downgraded call Response Time requirement expired prior to the time the ambulance is on scene, staged or canceled, the initial call and the downgraded call are each subject to the late call liquidated damages assessment as provided by the table at Paragraph 15.3.

15.4 Other Liquidated Damage Assessments

15.4.1 Failure to Report On-Scene Time

Franchisee shall pay the City a two hundred eighty eight dollars and thirty-nine cents ($288.39) assessment for each time an emergency ambulance is dispatched and the ambulance crew fails to report and document an on-scene time. The Fire Chief, or designee, may waive such assessment in a case where Franchisee can demonstrate to the satisfaction of the Fire Chief, or designee, an accurate on-scene time. Where an on-scene time for a particular emergency call is not documented or demonstrated to be accurate, the response time for that call shall be deemed to have exceeded the required response time for purposes of determining response time compliance.

15.4.2 Extended EnRoute Time

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15.4.2.1 Franchisee shall pay the City a two thousand three hundred seven dollars and five cents ($2,307.05) liquidated damage assessment for each occurrence of an Extended EnRoute Time.

15.4.2.2 Extended EnRoute Time is defined as any call request made for either emergency or non-emergency ground ambulance transport for which Franchisee fails to dispatch and/or no authorized mutual aid ground transport ambulance responds within the response time requirements pursuant to the table at Paragraph 14.2.

15.4.3 Excessive Time Requirement

15.4.3.1 Franchisee shall pay the City a one hundred fifteen dollars and thirty-five cents ($115.35) liquidated damage assessment for each occurrence of excessive time by Franchisee.

15.4.3.2 Excessive time is defined as Franchisee's or authorized mutual aid ground ambulance response failure to arrive on the scene in response to NAED priority dispatch Alpha, Bravo, Charlie, Delta, Echo, or Omega Priorities 1 through 5 and Priority 11 level responses within the excessive response time requirements pursuant to the table at Paragraph 14.2.

15.4.4 Monthly Report Requirement

15.4.4.1 Franchisee shall pay the City a five hundred seventy six dollars and seventy-six cents ($576.76) liquidated damage assessment for each failure to submit a monthly report as provided by this Franchise by the seventh (7th) calendar day of the month following the month for which the report pertains. If such day falls on a weekend day or a national holiday, it is a failure not to file such report by the next business day.

15.4.4.2 Franchisee shall pay the City a two hundred eighty eight dollars and thirty-nine cents ($288.39) liquidated damage assessment for each successive day Franchisee fails to submit the report in accordance with 15.4.4.1, above.

15.4.5 Failure to Submit Responses to Inquiries

15.4.5.1 Franchisee shall pay the City a five hundred seventy six dollars and seventy-six cents ($576.76) liquidated damage assessment for each failure by Franchisee to submit a response to a request or task by any City staff within three (3) business days.

15.4.6 Failure to Provide ePCR when Requested

15.4.6.1 Franchisee shall pay the City a five hundred seventy six dollars and seventy-six cents ($576.76) liquidated damage assessment for each failure by Franchisee to provide ePCR requested by the LVFR Medical Director, for patient care provided by Franchisee in the City of Las Vegas, within five calendar days of the request.

15.4.7 Reporting On-Scene Erroneously

15.4.7.1 Franchisee shall pay the City a one thousand one hundred fifty three dollars and fifty-three cents ($1,153.53) liquidated damage assessment for each instance where Franchisee reports a "unit arrived on scene" before the unit actually arrives at the specific address or location.

15.4.8 Failure to Meet Minimum Equipment Standards

15.4.8.1 Franchisee shall pay the City a one thousand one hundred fifty three dollars and fifty-three cents ($1,153.53) liquidated damage assessment for each instance where Franchisee's unit fails to meet the minimum equipment and supply list established by the Southern Nevada Health District.

15.4.9 Responding to Emergency Incident Inappropriately

Franchisee shall pay the City a one thousand one hundred fifty three dollars and fifty-three cents ($1,153.53) liquidated damage assessment for each instance where Franchisee responds to an emergency incident without notification from an Incident Commander or FAO, or continues to respond after cancellation by the Incident Commander or FAO.

15.4.10 Franchisee shall pay the City a one hundred fifteen dollars and thirty-five cents ($115.35) liquidated damage assessment for each instance of the following:

15.4.10.1 Failure to provide reports and information to City by specified due dates;

15.4.10.2 Failure to leave, or have immediately available within 4-hours by electronic means, completed Electronic Patient Care Reports (ePCRs) documenting patient care to the receiving facility and LVFR prior to leaving the facility; and

15.4.10.3 Responding and transporting a patient in a BLS unit when the call requires ALS response and transport.

15.4.11 Franchisee shall pay the City a two hundred one dollars and eighty-seven cents ($201.87) liquidated damage assessment for each instance when AVL/GPS data confirms that Franchisee's unit was not on-scene when Franchisee reported the unit on-scene.

15.4.12 Franchisee shall pay the City a two hundred ninety nine dollars and ninety-one cents ($299.91) liquidated damage assessment for each instance it is determined that Franchisee called for emergency response resources (i.e. ambulances, air ambulances, power, gas, etc.) without prior notification of an incident commander.

15.4.13 Franchisee shall pay the City a two hundred ninety nine dollars and ninety-one cents ($299.91) liquidated damage assessment for each instance where Franchisee uses a nonexistent ambulance identifier as a dispatched or diverted ambulance.

15.4.14 Franchisee shall pay the City a two hundred ninety nine dollars and ninety-one cents ($299.91) liquidated damage assessment for each instance Franchisee fails to have necessary equipment when in the immediate proximity of a patient.

15.5 Repetitive Non-Compliance

15.5.1 Repetitive non-compliance is defined as three (3) consecutive months or four (4) instances of the same finding of non-compliance in any twelve (12) month period.

15.5.2 Franchisee shall submit a plan of corrective action to the City within thirty (30) calendar days of being notified of repetitive non-compliance by the City.

15.5.3 Failure by Franchisee to correct repetitive non-compliance may be considered a breach of this Franchise permitting revocation pursuant to this Franchise and the Ambulance Service Ordinance.

15.6 Compliance determinations for the purpose of assessing liquidated damages must exceed one hundred calls in a single month. If one hundred (100) or more priority responses of any priority originate in any month, there will be ninety percent (90%) compliance required as provided herein. However, for months in which fewer than one hundred (100) responses within any priority originate, compliance will be calculated using the last one hundred (100) sequential emergency responses. Should Franchisee be determined to be subject to non-performance liquidated damages for failure to meet the ninety (90%) percent compliance requirement, Franchisee will not be subject to a second assessment of non-performance liquidated damages until at least twenty-five (25) additional responses have originated.

15.7 Incentive for Superior Response Time Performance

15.7.1 For every contract month Franchisee's response time compliance level exceeds 92% for either code (a) Priority 1 and Priority 2 combined, or (b) Priority 3, or (c) Priority 4, or (d) Priority 5, throughout the FSA, performance discounts shall be applied against all response time individual call liquidated damages for that qualifying priority for that month. For the purpose of performance discounts, response time compliance for each calendar month shall be based on the overall average of all response times for that priority for that month.

15.7.2 Performance discounts shall be allocated each calendar month according to the following:

% Compliance	Individual Call Fee	Excessive Late Call Fee
92.01-93.00	$10.00	$90.00
93.01-94.00	$9.00	$80.00
94.01-95.00	$8.00	$70.00

16. FRANCHISEE PERSONNEL REQUIREMENTS

16.1 Management Team

16.1.1 Franchisee shall furnish at list to LVFR of all key personnel prior to December 1, 2020, and shall revise that list every ninety (90) days throughout the term of this Franchise. Any replacement of the key personnel requires the following:

16.1.1.1 Requested changes of the local person in charge of Franchisee (the "Regional Director") shall be communicated to City, in writing, ten (10) business days prior to the effective date of the change. In the event that a change must be made more quickly due to exigent circumstances, Franchisee shall make verbal and written notification as soon as reasonably possible.

16.1.1.2 Other changes in key personnel, including supervisors, clinical managers, communications, educational and training supervisors shall be communicated in writing to the City within ten (10) business days of the effective date of change.

16.1.1.3 Franchisee's replacements for key personnel shall have qualifications at least equal to the person being replaced.

16.1.1.4 In each case, Franchisee's replacement is subject to approval by the Fire Chief.

16.1.2 In the event that Franchisee seeks to adopt an alternative management structure that changes roles and responsibilities by eliminating or creating specific supervisory and management positions, or seeks to share positions with related organizations, Franchisee shall communicate its intentions and detailed plan to the City in writing at least ten (10) business days in advance of such change to the Fire Chief. The adoption of such alternative management structure shall not be implemented prior to approval of such plan by the Fire Chief.

16.1.3 The Fire Chief shall not unreasonably withhold approval of any proposed changes in the management team or structure.

16.1.4 The City Manager may request the removal or reassignment of key personnel or other employees provided that the City provides reasonable cause for the change. If such a request is made, Franchisee shall meet and confer with City regarding the request and take appropriate action.

16.2 EMS Program Liaison

16.2.1 Franchisee shall designate an EMS Program Liaison, who may also be the Regional Director, Division Manager or similar position. The EMS Program Liaison shall have an overall grasp of Franchisee's entire operation, be responsible for overall day-to-day operations, and perform information review and gathering, and report generation and analysis.

16.2.2 Franchisee's EMS Program Liaison shall serve as the liaison between Franchisee and LVFR.

16.2.3 Franchisee's EMS Program Liaison shall have successfully completed Incident Command System (ICS) 100, 200, 300 & 400, and National Incident Management System (NIMS) 700 and 800.

16.3 Field Supervision

LVFR recognizes the need to ensure adequate supervision of personnel and delegation of authority to address day-to-day operational needs, and desires that these personnel and operational

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supervisory responsibilities do not displace the provision of direct clinical supervision of the caregivers. Franchisee shall appoint on-duty field supervisor(s). The minimum requirements and duties for this position are:

16.3.1 Provide twenty-four hour-a-day, on-duty supervisory coverage within the designated FSA. An on-duty field supervisor must be authorized and capable to act on behalf of the organization in all operational matters.

16.3.2 Ensure the individual has the ability to monitor, evaluate, and improve clinical care provided by their personnel, and ensure that on-duty employees are operating in a professional and competent manner.

16.3.3 Such individual shall have a minimum of one (1) year experience in providing 9-1-1 emergency ambulance transports, and shall have successfully completed ICS 100, 200, 300 & 400, and NIMS 700.

16.4 Communications Center Personnel

16.4.1 Medical communications workers shall, at a minimum, be certified in Emergency Medical Dispatch (EMD) according to the current standard of National Academy of Emergency Dispatch Medical Priority Dispatch System (NAED) or such other organization that the Fire Chief may otherwise approve.

16.4.2 Franchisee shall provide comprehensive internal orientation and testing encompassing EMD certification, CAD system use, system status management, geography, medical priority dispatch protocols, first responder notification protocols and procedures, disaster management policies and procedures, voice radio system operation (including medical and field communications equipment), paging system conventions and uses, data radio system operations, radio telephone, and emergency operations center procedures.

16.4.3 Staffing levels shall be such that emergency telephone lines shall be answered on the third ring or within eighteen (18) seconds.

16.4.4 Franchisee shall provide a minimum of two (2) EMS dispatch personnel at all times.

16.4.5 City FAO call-takers shall provide medically appropriate priority dispatch and pre-arrival instructions using medical dispatch protocols and pre-arrival instructions approved by the NAED. The dispatch priorities are subject to change by the LVFD Medical Director.

16.4.5.1 While "priority dispatching" as defined by the National Academy of Emergency Dispatch Medical Priority Dispatch System (NAED) is acceptable, the City does not allow the concept of "call screening."

16.5 Character, Competence and Professionalism of Personnel

16.5.1 Franchisee shall ensure professional and courteous conduct and appearance at all times from Franchisee' s field personnel, medical communications personnel, middle managers and top executives.

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16.5.2 All persons employed by Franchisee in the performance of work shall be competent and holders of appropriate licenses and permits in their respective professions and shall be required to pass a criminal record check and Franchisee shall provide documentation to the City indicating compliance with this requirement for all relevant employees.

16.6 AMR may request information transmitted to Fire Chief in Section 16 be kept confidential and not released until the date of the key personnel adjustment or change that has been indicated. AMR acknowledges that the City is subject to NRS 239, the Public Records Act, and further acknowledges that such statutory provisions may require the disclosure of such information if requested by member of the public, and this section obligating the City to hold such records confidential is directly limited by the City's statutory obligations to the public.

17. DISASTER ASSISTANCE AND RESPONSE

17.1 Disaster Assistance and Response

17.1.1 Franchisee shall be actively involved in planning for and responding to any declared disaster in the City. Both a Mass Casualty Incident (MCI) plan and an emergency disaster plan following incident command system guidelines have been developed.

17.1.2 In the event a disaster within the City or a neighboring jurisdiction or county is declared, normal operations shall be suspended and Franchisee shall respond as provided by, and in accordance with, the City's disaster plan. Franchisee shall use best efforts to maintain primary emergency services and may suspend non-emergency service as required. During the period of a state or federal declaration of disaster, the City will not impose performance requirements and liquidated damages for response times.

17.1.3 The direct marginal costs resulting from the performance of disaster services that are non-recoverable from third parties shall be submitted to the appropriate agencies for cost recovery. Such marginal costs shall not include cost for maintaining normal levels of service during the disaster, but shall be limited to the reasonable and verifiable direct marginal cost of these additional services. City will provide all reasonable assistance to Franchisee in recovering these costs. However, City shall not be responsible for payments to Franchisee.

17.1.4 Franchisee shall provide detailed information regarding their disaster and emergency operations plans, including, at a minimum, their "essential use" facilities, plans for continuity of service and recovery.

17.1.5 Franchisee shall participate in approved exercises and disaster drills and other interagency training within the FSA.

17.2 EMS System and Community

17.2.1 The City anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. Franchisee shall actively participate in EMS activities, committee meetings and work groups as directed by the Fire Chief.

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17.2.2 Franchisee shall develop a local Continuity of Operations plan ("COOP") no later than May 30, 2021. The COOP plan shall at minimum include:

17.2.2.1 Identifying essential functions;
17.2.2.2 Orders of succession;
17.2.2.3 Delegations of authority;
17.2.2.4 Protection of vital records and databases;
17.2.2.5 Alternate operating facilities;
17.2.2.6 Interoperable communications; and
17.2.2.7 Capability readiness.

18. QUALITY IMPROVEMENT

18.1 Franchisee may propose EMS program enhancements that may improve the provision of emergency medical care within the FSA.

18.2 During the first year of the Franchise (i.e., 2015-2016), Franchisee shall use its first-year clinical upgrade reserve under Section 19.1.1 to provide twenty-five (25) Automated External Defibrillators (AEDs) for placement throughout the community to improve its cardiac arrest and survival rates. The placing of the AED's will be coordinated between LVFR and Franchisee. Franchisee shall undertake responsibility for any required inspection, maintenance, upgrades, supplies, replacement and documentation of the deployed AEDs. Ownership of the AEDs will be retained by Franchisee and their use will be part of a system-wide EMS program designed to improve patient outcomes.

18.3 In-Service Training

18.3.1 Franchisee shall make available to LVFR employees any in-service training program it provides for its employees.

18.3.2 Franchisee's in-service training should, at a minimum, facilitate on-scene interactions with Franchisee's personnel by offering joint EMS training and providing access to Franchisee' s educational programs needed for the continued certification of the LVFR including ACLS, BTLS or PHTLS and PALS/PEPP courses.

19. OTHER REQUIREMENTS

19.1 Financial Reserve for Clinical Upgrades

19.1.1 Franchisee will support clinical upgrade programs by committing a fixed fifty thousand dollars ($50,000) sum annually, including any extensions of the Franchise. This sum is not to be paid to the City, but held in reserve by Franchisee for clinical upgrades.

19.1.2 Each annually reserved sum must be used for clinical upgrades directly related to the City's 911 EMS transportation system as well as potential EMS research projects that the City and Franchisee determine may enhance EMS service delivery in the City.

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19.1.3 Reserved funds will be spent at the direction of the Fire Chief to upgrade or improve equipment and/or supplies, fund research projects, continuing education and training, and/or insure uniformity and compatibility of equipment and supplies between the City and Franchisee during the term of this Franchise.

19.1.4 If the reserved funds are not used in any one year, the funds will roll over to the next year and will accumulate until needed by Franchisee, the City, and/or the EMS stakeholders to enhance EMS service delivery in the City. Franchisee shall provide an annual report to the City setting forth the amount of the funds held in the accrued account. The report shall be provided within sixty (60) calendar days after the end of each calendar year during the term of this Franchise and any extensions thereto.

19.2 Enabling Legislation for EMS Cost Reimbursement

If the City files a bill for new legislation for the establishment of a Medicaid supplemental reimbursement program for ground medical emergency transports, Franchisee shall support such legislation. The legislation will seek necessary approvals from the federal Centers for Medicare and Medicaid Services for the intended payment methodology to be used to distribute Medicaid supplemental reimbursement. This Section does not preclude Franchisee to seek similar State and Federal reimbursement for EMS patients within the City of Las Vegas.

20. AMBULANCE SERVICE RATES

Franchisee shall not charge any patient or any other payer more than the maximum ambulance service rates for the level of service provided, as established by the Ambulance Service Ordinance.

21. FRANCHISE FEES

The City shall provide dispatch, radio communications system maintenance, clinical and non-clinical oversight, injury prevention program coordination, contract management, regulatory oversight, administration and other services relevant to the administration of this Franchise. Franchisee shall reimburse the City for these services by paying the City a franchise fee not to exceed its costs for such services in the amount of NINE HUNDRED TWENTY TWO THOUSAND EIGHT HUNDRED TWENTY-TWO DOLLARS AND SEVENTEEN CENTS ($922,822.17) payable quarterly in arrears, with each installment due and payable not later than 45 days after the end of the calendar quarter of each year during the term of this Franchise. If the franchise fee is received by the City after such due date, a late fee of two percent (2%) per month (or fraction thereof) of the delinquent amount will be assessed to Franchisee for such franchise fee that was delinquent. The franchise fee shall be adjusted for inflation during the term of this Franchise by 2% or by the percentage change in the CPI-MCS for the twelve-month period of the preceding calendar year, whichever is greater; provided that ambulance rates increase by an identical increase in accordance with the Ambulance Service Ordinance. The franchise fee set forth in this Franchise shall be used to partially reimburse the City only for the City Services. No funds shall be used by the City in a manner that may violate 42 U.S.C. Section 1320a-7b, the federal Anti-Kickback Statute. The City represents and warrants that its costs to provide the City Services are greater than the Franchise Fee.

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22. REVOCATION; OPTION TO LEASE AMBULANCES, FACILITIES AND EQUIPMENT

22.1 The City may revoke this Franchise as provided by the terms of the Ambulance Service Ordinance.

22.2 Franchisee hereby grants to the City an option to lease any and all of Franchisee's ambulances and equipment necessary to provide ambulance service in the FSA if, as conditions precedent, the City revokes the remainder of this Agreement in accordance with the Ambulance Service Ordinance and, within 72 hours of such revocation, exercises its lease option pursuant to Subsection 16.2. The provisions of this Section 16 will survive any revocation of the remainder of this Agreement.

22.3 At such time as the remainder of this Agreement is revoked, the City may exercise its option to lease any and all of Franchisee's ambulances and equipment by giving Franchisee written notice of its election to lease such ambulances, facilities and equipment. The ambulances and equipment subject to this Section include but not limited to those ambulances described in Exhibit "3" hereto.

22.4 The City's option to lease ambulances and equipment will not exceed the time reasonably necessary for the City to arrange for alternative ambulance service. Unless the City exercises its lease option pursuant to this Section, the rights granted to the City under this Section will expire with the expiration date of this Agreement. Immediately upon the termination of any lease created pursuant to this Section, the City will, at its own cost and expense, subject to the availability of the unencumbered balance of appropriations in the City's ambulance franchise fund, return to Franchisee all leased ambulances and equipment in the same condition as when received, ordinary wear and tear excepted, at such location within the City as Franchisee will specify.

22.5 During the term of any lease created pursuant to this Section, the City will be responsible at its own cost and expense, subject to the unencumbered balance of appropriations in the ambulance franchise fund, for all maintenance, repairs, operational and insurance costs associated with all leased ambulances and equipment. The City will at all times during the term of the lease have the sole responsibility of maintaining the leased ambulances and equipment in good operating condition and appearance as when they were first delivered, ordinary wear and tear excepted, and in accordance with all applicable laws, regulations and other requirements.

22.6 Subject to the availability of the unencumbered balance of appropriations in the ambulance franchise fund, the City will pay to Franchisee, in monthly installments throughout the term of any lease created pursuant to this Section, an amount equal to Franchisee's actual costs associated with owning the leased ambulances, facilities and equipment and/or leasing them to the City. The City Council may augment or transfer additional funds to the ambulance franchise fund for the lease of the ambulances, facilities and equipment as provided in Nevada Revised Statutes Chapter 354. If the funds in the ambulance franchise fund are insufficient to pay for the lease of ambulances, facilities and equipment, late fees, and maintenance described hereunder, and the City Council does not transfer additional funds, the lease will terminate and Franchisee may repossess all ambulances, facilities and equipment.

22.7 Within ten days following the expiration of each 30-day period during the term of

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any lease created pursuant to this Section, Franchisee will deliver an invoice to the City itemizing such costs, and the City will make payment to Franchisee no later than ten days following receipt of the invoice. If the City fails to make any monthly payment within five days after the due date, Franchisee will have the right, subject to the availability of the unencumbered balance of appropriations in the ambulance franchise fund, to charge the City a late fee in the amount of five percent of the unpaid balance of the lease without waiving its ability to declare a default under other provisions of the lease.

22.8 The City's failure to make any monthly payment when due or otherwise comply with the provisions of any lease created pursuant to this Section will constitute a material breach and default of this lease, and Franchisee may repossess all ambulances and equipment. Upon the occurrence of such a default, Franchisee reserves the right, subject to the unencumbered balance of appropriations in the ambulance franchise fund, to take any legal action deemed necessary to collect the full amount of any remaining payments due under the lease, including late fees, or to enforce the provisions of the lease by specific performance.

22.9 The City acknowledges and agrees that it has not obtained and will not obtain any title to any of the ambulances and equipment subject to any lease created pursuant to this Section, nor any property right or interest, legal or equitable therein, except solely as the lessee under such lease.

22.10 If either party institutes any lawsuit or legal action of any kind against the other party, related in any way to the enforcement of the terms of this Section, the losing party agrees to pay to the prevailing party, in addition to all amounts awarded in any suit or action, reasonable attorney's fees and costs incurred by such action, provided that if Franchisee is the prevailing party, such award of attorney's fees is subject to and conditioned upon there existing an unencumbered balance of appropriations in the ambulance franchise fund to cover such award.

22.11 The City will not assign or sublease its interest under any lease created pursuant to this Section to any other person or entity without the express written permission of Franchisee. Such assignment or sublease without Franchisee's permission will be deemed an immediate event of default under such lease. Should Franchisee allow the City to assign or sublease its interest, such act will not be deemed a waiver of Franchisee's right to prevent such assignment or sublease in the future.

22.12 Nothing contained in this Section will be construed as constituting a partnership between the City and Franchisee, or as creating a joint venture or the relationship of principal and agent between the parties.

23. SECURITY

Franchisee shall provide security for performance consistent with the Ambulance Service Ordinance by providing a performance bond in the amount of ONE MILLION DOLLARS ($1,000,000.00) from an institution approved by the City, and upon the terms approved by the City. The use of this security instrument shall be provided by relevant provisions of the Ambulance Service Ordinance and this Franchise.

24. INSURANCE

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Prior to providing any ambulance service in the City, Franchisee shall provide proof of insurance coverage in the types, forms and amounts as provided in the Ambulance Service Ordinance. Failure to maintain such insurance through the term of this Franchise shall be cause for revocation of the Franchise granted herein.

25. TRANSFER AND ASSIGNMENT

This Franchise and the rights, privileges, permissions, and authorities granted herein are personal to Franchisee and cannot be sold, transferred, leased, assigned, or otherwise disposed of, in whole or in part, either by voluntary or involuntary proceedings without the approval of the City Council, as provided in the Ambulance Service Ordinance.

26. INDEMNIFICATION/HOLD HARMLESS

26.1 Franchisee, as a condition of the grant of this Franchise, and in consideration thereof, shall defend, indemnify, and hold the City harmless against all claims for damages to persons or property by reason of the operation of its franchised business, or any way arising out of performance under this Franchise, directly, or indirectly, when or to the extent injury is caused, or alleged to have been caused, wholly or in part, by any act, omission, negligence, or misconduct of Franchisee or any of its contractors, subcontractors, officers, agents, or employees, or by any person for whose act, omission, negligence, or misconduct, Franchisee is by law responsible.

26.2 This provision is not intended to create liability for the benefit of third parties but is solely for the benefit of Franchisee and the City. In the event any claim is made against the City that falls under this indemnity provision and a Court of competent jurisdiction should adjudge, by final decree, that the City is liable therefor, Franchisee shall indemnify and hold the City harmless of and from any such liability, including any court costs, expenses, and reasonable attorney fees incurred by the City in defense thereof and incurred at any stage. Upon commencement of any suit, proceeding at law or in equity against the City relating to or covering any matter covered by this indemnity, wherein Franchisee has agreed by accepting this Franchise, to indemnify and hold the City harmless, or to pay said settlement, final judgment and costs, as the case may be, the City shall give Franchisee immediate notice of such suit or proceeding; whereupon Franchisee shall provide a defense to any such suit or suits, including any appellate proceedings brought in connection therewith, and pay as aforesaid, any settlement, costs or judgments that may be rendered against the City by reason of such damage suit.

26.3 Upon failure of Franchisee to comply with the "defense of suit" provisions of this Franchise, after reasonable notice to it by the City, the City shall have the right to defend the same and in addition to being reimbursed for any settlement or judgment that may be rendered against the City, together with all costs incurred therein, Franchisee shall reimburse the City reasonable attorney fees, including those employed by the City in such case or cases, as well as all expenses incurred by the City by reason of undertaking the defense of such suit or suits, whether such suit or suits are successfully defended, settled, comprised, or fully adjudicated against the City. In the event the City is compelled to undertake the defense of any such suit by reason of Franchisee's failure to perform as here and above provided, the City shall have the full right and authority to make or enter into any settlement or compromise of such adjudication as the governing body shall deem in the best interest of the City, this without the prior approval or consent of Franchisee with respect to the terms of such compromise or settlement.

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26.4 The amounts and type of required insurance coverage set forth in the Ambulance Service Ordinance shall in no way be construed as limiting the scope of indemnity set forth herein.

26.5 Franchisee shall indemnify, defend and hold harmless the City from any and all suits, claims, demands and actions by Franchisee's employees or its subcontractors' employees for work-related injuries resulting from or arising out of the performance of this Franchise or the provision of ambulance service.

27. NO AGENCY

Franchisee shall provide the services required pursuant to this Franchise as an independent contractor and not as an agent of the City.

28. COMPLIANCE WITH LAWS AND REGULATIONS

During the term of this Franchise, Franchisee shall comply with the Ambulance Service Ordinance and all other applicable state, federal and local laws and regulations. Failure to comply may be grounds for the imposition of penalties or sanctions, including termination of this Franchise.

29. COOPERATION AND SUPPORT

During the term of this Franchise, the City and Franchisee shall cooperate and support each other to advance the emergency medical services system within the City including, the promotion of improved patient care initiatives, reduction in costs or other measures designed to improve the system.

Franchisee shall immediately disclose to the City when Franchisee takes any action to initiate or support legislation, rulemaking or regulatory action in any forum, whether the federal, state or local government and any administrative agencies of these governmental units that is determined by the City to directly impact the City of Las Vegas' ability to provide medical services or seek reimbursement for services provided. Upon disclosure of such actions, the City may request Franchisee to suspend or terminate such efforts.

All media contacts and communications regarding the City of Las Vegas 911 Dispatched Ambulance Services and the City of Las Vegas integrated community programs shall be coordinated through the LVFR public information officer. No comments, information or communications shall occur except through this process, and a failure by Franchisee to comply will be considered a breach of this Franchise, which could result in revocation.

30. NO WAIVER; CUMULATIVE REMEDIES

Franchisee shall not be excused from complying with any of the terms or conditions of this Franchise because of failure of the City, on one or more occasions, to insist upon or to seek compliance with any such terms or conditions, or because of any failure on the part of the City or Franchisee to exercise, or delay in exercising, any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy preclude any other right or remedy.

Franchisee agrees that the City shall have the specific rights and remedies set forth herein. These rights and remedies are in addition to any and all other rights or remedies now or hereafter available

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to the City, and will not be deemed waived by the exercise of any other right or remedy. The rights and remedies provided in this Franchise and in the Ambulance Service Ordinance are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Franchise shall impair any of the rights or remedies of the City under applicable law. The exercise of any such right or remedy by the City shall not release Franchisee from its obligations or any liability under this Franchise, except as expressly provided for in this Franchise or as necessary to avoid duplicative recovery from or payments by Franchisee. Neither the provision of performance security, nor the receipt of any damages recovered by the City thereunder, shall be construed to excuse faithful performance by Franchisee or limit the liability of Franchisee for damages, either to the full amount of the posted security or otherwise.

31. ADMINISTRATION

The Director of Finance shall administer or direct the administration of this Franchise.

32. NOTICES

Any notice, request, or demand which may be or is required to be given under this Franchise shall be delivered in person at the address stated below or may be deposited with the United States Postal Service, certified or registered mail, postage prepaid, to the party and address stated below:

FRANCHISEE:
Regional Director
Mercy, Inc.
7201 West Post Road
Las Vegas, NV 89113

With Copy To:
Law Department
Mercy, Inc.
6363 S. Fiddlers Green Circle, Suite 1500
Greenwood Village, CO 80111

CITY:
CITY OF LAS VEGAS
Department of Finance
Franchise Administration
495 S. Main Street, 4th Floor
Las Vegas, Nevada 89101

With Copy To:
Las Vegas Fire and Rescue
Fire Chief
500 N. Casino Center Blvd.
Las Vegas, Nevada 89101

33. GOVERNING LAW

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This Franchise shall be deemed to be executed in the City of Las Vegas in the State of Nevada, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with the laws of the State of Nevada, as applicable to contracts entered into, and to be performed entirely within this State.

34. MODIFICATION OR AMENDMENT

This Franchise may not be modified, amended, or changed in any way unless such modification, amendment or change is approved by the City Council, and the terms and conditions thereof expressed in a written document, signed by both parties.

35. ENTIRE AGREEMENT

35.1 The preparation, execution, and delivery of this Franchise by the parties have been induced by no representations, statements, warranties or agreements other than those expressed herein. This Franchise embodies the entire understanding of the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter of this Franchise unless such agreements or understandings are expressly referred to.

35.2 The grant of this Franchise shall have no effect on Franchisee's duty under its prior ambulance service franchise to indemnify or insure the City against acts and omissions occurring during the period that the prior ambulance service franchise was in effect.

36. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or other portion of this Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect. In the event of a subsequent change in applicable law so that the provision which had been held invalid is no longer invalid, said provision shall thereupon return to full force and effect without further action by the City and shall thereafter be binding on Franchisee and the City.

37. DISCLOSURE OF PRINCIPALS

Pursuant to Resolution R-79-99 adopted by the City Council effective October 1, 1999, and amendments thereto by the City Council on November 17, 1999, Franchisee warrants that it has disclosed, on the form attached hereto as Exhibit "4," all principals, including partners, of Franchisee, as well as all persons and entities holding more than a 1% interest in Franchisee or any principal of Franchisee. If Franchisee, principals, or partners described above are required to provide disclosure under federal law (such as disclosure required by the Securities and Exchanges Commission (SEC) or the Employee Retirement Income Act (ERIA)), and attaches current copies of such federal disclosures to Exhibit "4," the requirement of this Section shall be satisfied. Throughout the term hereof, Franchisee shall within ten (10) days notify the City in writing of any material change in the above disclosure. Copies of new federal disclosure filings shall also be sent to the City within ten (10) days of any such filing.

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38. HIPAA.

Each party shall comply with the privacy and security provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations thereunder. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.

39. NON-EXCLUSION.

Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C.§ 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this Franchise, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

40. NO INFLUENCE ON REFERRALS.

It is not the intent of either party to this Franchise that any remuneration, benefit or privilege provided for hereunder shall influence or in any way be based upon the referral or recommended referral by either party of patients to the other or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Franchise. Any payments specified in this Franchise are consistent with what the parties reasonably believe to be a fair market value for the services provided.

41. ORDINANCE CHANGE.

Franchisee acknowledges that these franchise provisions are subject to the terms of the Ambulance Service Ordinance as currently adopted and as amended in the future pursuant to LVMC 6.08.340. That provision, provides in pertinent part, as follows: "the franchisee, by its acceptance of the franchise, agrees to be bound thereby and to comply with any action under (or requirement) of the Las Vegas Municipal Code, as it exists now or as amended in the future."

42. INCORPORATION OF RECITALS.

The Recitals above, and all of the exhibits hereinafter referenced, are hereby incorporated by this reference as a part of this Agreement.

[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGES]

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IN WITNESS WHEREOF, the parties hereto have caused this Franchise to be legally executed in duplicate this ____day of _____, 20_____.

CITY OF LAS VEGAS

By: _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

Council Action
_____, 20___
Item # _____

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

12/2/2020

Deputy City Attorney Date

MERCY, INC. D/B/A AMERICAN MEDICAL RESPONSE

DocuSigned by:
By: Edward B. Van Horne 12/1/2020
C6CE072ED4E94A9...
EDWARD B. VAN HORNE, Chief Operating Officer

EXHIBIT 1

DISPATCH PRIORITIES 1 THROUGH 5

Priority	OLD PRIORITIES:
P1	Emergency
P2	Urgent
P3	Non-Emergency
P4	MCI Triage
P5	Non-Scheduled Transport

Priority 1

Problem Nature	Priority
11E-Choking	P1 Critical
12D-01 Convulsions/Seizure	P1 Critical
14E-1Drowning/Diving Accident	P1 Critical
14E-2Drowning/Diving Accident	P1 Critical
15D-1Electrocution	P1 Critical
15E-Electrocution	P1 Critical
17D-02 Falls/Back Inj(Trauma)	P1 Critical
21D-01 Hemorrhage/Lacerations	P1 Critical
22D-Industrial/Machinery Acc	P1 Critical
23E-Overdose/Ingest Poison	P1 Critical
27D-01 Stab/Gunshot Arrest	P1 Critical
27D-6Stab/Gunshot Wound	P1 Critical
27D-Stab/Gunshot Wound	P1 Critical
29D-06 Traffic Accident	P1 Critical
2E-Allergy/Hive/Sting/Med Rxn	P1 Critical
30D-01 Traumatic Injuries	P1 Critical
31D-01 Unconscious Arrest	P1 Critical
31E-01 Unconscious Arrest	P1 Critical
31E-UnconsciousFaint(NonTrauma	P1 Critical
33D-01 Transfer/Inter Arrest	P1 Critical
33D-Transfer/Interfacility	P1 Critical
3D-01 Animal Bites/Attacks	P1 Critical
6E-Breathing Problems	P1 Critical
7D-02 Burns Explosion	P1 Critical
7D-1Burns Explosion	P1 Critical

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7D-Burns Explosion	P1 Critical
7E-1Burns Explosion	P1 Critical
7E-Burns Explosion	P1 Critical
8D-01 Carbon Monoxide	P1 Critical
8D-5C O/Inhalation	P1 Critical
9D-Cardiac/Respiratory Arrest	P1 Critical
9E-4Cardiac/Respiratory Arrest	P1 Critical
9E-5Cardiac/Respiratory Arrest	P1 Critical
9E-Cardiac/Respiratory Arrest	P1 Critical

Priority 2

Problem Nature	**Priority**
10D-Chest Pain	P2 High
11D-Choking	P2 High
12C-02 Convulsions/Seizures	P2 High
12C-06 Convulsions/Seizures	P2 High
12D-Convulsions/Seizure	P2 High
13D-Diabetic Problems	P2 High
14D-Drowning/Diving Accident	P2 High
15D-Electrocution	P2 High
17D-Falls/Back Inj (Trauma)	P2 High
18C-Headache	P2 High
18C-XHeadache	P2 High
19C-01 Heart Problems	P2 High
19C-02 Heart Problems	P2 High
19C-03 Heart Problems	P2 High
19C-06 Heart Problems	P2 High
19D-Heart Problems	P2 High
1D-Abdominal Pain	P2 High
20D-2Heat/Cold Exposure	P2 High
20D-Heat/Cold Exposure	P2 High
21C- 01 Hemorrhage/Lacerations	P2 High
21C-02 Hemorrhage/Lacerations	P2 High
21D-Hemorrhage/Lacerations	P2 High
23D-Overdose/Ingestion/Poison	P2 High
24D-Pregnancy/BirthMiscarriage	P2 High
25D-Psychiatric/SuicideAttempt	P2 High
26D-Sick Person(Specific Diag)	P2 High
27B-Stab/Gunshot Wound	P2 High
28B-Stroke (CVA)	P2 High
28C-Stroke (CVA)	P2 High
29D-05 Vehicle Acc Pinned	P2 High
29D-1Traffic Accident	P2 High
29D-2Traffic Accident	P2 High
29D-Traffic Accident	P2 High
2D-03 Swarming Attack	P2 High

2D-Allergy/Hive/Sting/Med Rxn	P2 High
30D-Traumatic Injuries	P2 High
31D-UnconsciousFaint(NonTraum)	P2 High
3D-8Animal Bites/Attacks	P2 High
3D-Animal Bites/Attacks	P2 High
4D-01 Assault/Rape Arrest	P2 High
4D-Assault/Rape	P2 High
5D-Back Pain (Non-Trauma)	P2 High
6D-Breathing Problems	P2 High
7C-BurnsExplosion	P2 High
8D-C O/Inhalation	P2 High

Priority 3

Problem Nature	**Priority**
10C-Chest Pain	P3 Moderate
12B-Convulsions/Seizures	P3 Moderate
12C-Convulsions/Seizures	P3 Moderate
12C-XConvulsions/Seizures	P3 Moderate
13C-Diabetic Problems	P3 Moderate
14B-Drowning/Diving Accident	P3 Moderate
14C-Drowning/Diving Accident	P3 Moderate
15C-Electrocution	P3 Moderate
16D-01 Eye Problems Not Alert	P3 Moderate
16D-Eye Problems/Injuries	P3 Moderate
17B-01 Falls/Back Inj (Trauma)	P3 Moderate
17B-02 Falls/Back Inj (Trauma)	P3 Moderate
19B-Heart Problems	P3 Moderate
19C-Heart Problems	P3 Moderate
19C-XHeart Problems	P3 Moderate
1C-Abdominal Pain	P3 Moderate
1C-XAbdominal Pain	P3 Moderate
20C-Heat/Cold Exposure	P3 Moderate
21B-Hemorrhage/Lacerations	P3 Moderate
21C-Hemorrhage/Lacerations	P3 Moderate
21C-XHemorrhage/Lacerations	P3 Moderate
22B-Indust/Machinery Accidents	P3 Moderate
23B-Overdose/Ingest/Poisoning	P3 Moderate
23C-Overdose/Ingestion/Poison	P3 Moderate
24B-Pregnancy/BirthMiscarriage	P3 Moderate
24C-Pregnancy/BirthMiscarriage	P3 Moderate
24C-XPregnancy/BirthMiscariage	P3 Moderate
25B-01 Psychiatric Serious Hem	P3 Moderate
25B-04 Psychiatric Jumper	P3 Moderate
25B-05 Psychiatric Hanging	P3 Moderate
25C-Psychiatric/SuicideAttempt	P3 Moderate
26C-SickPerson (Specific Diag)	P3 Moderate

29B-Traffic Accident	P3 Moderate
2C-Allergy/Hive/Sting/Med Rxn	P3 Moderate
31C-UnconsciousFaint(NonTrauma	P3 Moderate
32D-01 Unknown Problem	P3 Moderate
32D-Unknown Problem	P3 Moderate
33C6-Transfer/Interfacility	P3 Moderate
33C-Transfer/Interfacility	P3 Moderate
5C-Back Pain (Non-Trauma)	P3 Moderate
5C-XBack Pain (Non-Trauma)	P3 Moderate
5D-01 Back Pain (Non-Trauma)	P3 Moderate
6C-Breathing Problems	P3 Moderate
8C-C O/Inhalation	P3 Moderate

Priority 4 ("**" shall signify ILS level of care allowed)

Problem Nature	**Priority**
10A-01 Chest Pain 12 to 34yo	P4 Low
10A-02 Chest Pain lt 12yo Drug	P4 Low
10O-01 Chest Pain Under 12yo	P4 Low
11A-Choking	P4 Low
12A-Convulsions/Seizures	P4 Low
16A-01 Eye Problems/Injuries	P4 Low
16B-Eye Problems/Injuries	P4 Low
17A-01 Fall Not Dngr w/Deform	P4 Low
17A-01A Fall Not Dngr w/Deform	P4 Low
17A-01E Fall Not Dngr w/Deform	P4 Low
17A-01G Fall Not Dngr w/Deform	P4 Low
17A-01J Fall Not Dngr w/Deform	P4 Low
17A-01P Fall Not Dngr w/Deform	P4 Low
17A-Falls/Back Inj(Trauma)	P4 Low
17B-Falls/Back Inj (Trauma)	P4 Low
18B-Headache	P4 Low
19A-Heart Problems	P4 Low
1A-Abdominal Pain	P4 Low
20B-Heat/Cold Exposures	P4 Low
21A-02M Nosebleed Serious	P4 Low
21A-02T Nosebleed Serious	P4 Low
24A-01 1st Tri Bleed/Miscarry	P4 Low
24A-Pregnancy/BirthMiscarriage	P4 Low
25B-02 Psychiatric Minor Hemor	P4 Low
25B-03 Psychiatric Threat Suic	P4 Low
25B-06 Psychiatric Unknown	P4 Low
25B-Psychiatric/Suicide	P4 Low
26B-Sick Person(Specific Diag)	P4 Low
28A-Stroke (CVA)	P4 Low
2B-Allergy/Hive/Sting/Med Rxn	P4 Low
30B-Traumatic Injuries	P4 Low

32B-01 Unknown Problem	P4 Low
32B-02 Unknown Problem	P4 Low
32B-03 Unknown Problem	P4 Low
32B-04 Unknown Problem	P4 Low
32B-Unknown Problem	P4 Low
33B-Transfer/Interfacility	P4 Low
3B-Animal Bites/Attacks	P4 Low
4B-Assault/Rape	P4 Low
7B-Burns/Explosions	P4 Low
8B-C O/Inhalation/HazMat	P4 Low
9A-Obvious Death	P4 Low

Priority 5 ("**" shall signify ILS level of care allowed)

Problem Nature	Priority
11O-01C Not Choking Now**	P5 Medical Aid
11O-01F Not Choking Now**	P5 Medical Aid
11O-01M Not Choking Now**	P5 Medical Aid
11O-01O Not Choking Now**	P5 Medical Aid
11O-01U Not Choking Now**	P5 Medical Aid
11O-Choking**	P5 Medical Aid
13A-01 Diabetic w/o 1st Party**	P5 Medical Aid
13A-Diabetic Problems**	P5 Medical Aid
13O-01 Diabetic 1st Party**	P5 Medical Aid
13O-Diabetic Problems**	P5 Medical Aid
14A-Drowning/Diving Accident**	P5 Medical Aid
16A-Eye Problems/Injuries**	P5 Medical Aid
16O-01 Minor Eye Injuries**	P5 Medical Aid
16O-02 Medical Eye Problems**	P5 Medical Aid
16O-Eye Problems/Injuries**	P5 Medical Aid
17A-03 Fall Over 6hr**	P5 Medical Aid
17A-04 Fall Public Assist**	P5 Medical Aid
17A-04A Fall Public Assist**	P5 Medical Aid
17A-04E Fall Public Assist**	P5 Medical Aid
17A-04G Fall Public Assist**	P5 Medical Aid
17A-04J Fall Public Assist**	P5 Medical Aid
17A-04P Fall Public Assist**	P5 Medical Aid
17O-01 Fall Not Dngr**	P5 Medical Aid
17O-01A Fall Not Dngr**	P5 Medical Aid
17O-01E Fall Not Dngr**	P5 Medical Aid
17O-01G Fall Not Dngr**	P5 Medical Aid
17O-01J Fall Not Dngr**	P5 Medical Aid
17O-01P Fall Not Dngr**	P5 Medical Aid
17O-02 Fall Over 6hr**	P5 Medical Aid
17O-02A Fall Over 6hr**	P5 Medical Aid
17O-02E Fall Over 6hr**	P5 Medical Aid

17O-02G Fall Over 6hr**	P5 Medical Aid
17O-02J Fall Over 6hr**	P5 Medical Aid
17O-02P Fall Over 6hr**	P5 Medical Aid
17O-03A Fall Over 6hr**	P5 Medical Aid
17O-03E Fall Over 6hr**	P5 Medical Aid
17O-03G Fall Over 6hr**	P5 Medical Aid
17O-03J Fall Over 6hr**	P5 Medical Aid
17O-03P Fall Over 6hr**	P5 Medical Aid
17O-Falls/Back Inj(Trauma) **	P5 Medical Aid
18A-01 Headache w/o 1st Party**	P5 Medical Aid
18A-Headache**	P5 Medical Aid
18O-01 Headache 1st Party**	P5 Medical Aid
18O-Headache**	P5 Medical Aid
1A-01 Abdominal Pain**	P5 Medical Aid
1A-03 Abd Pain Worse w/Moving**	P5 Medical Aid
1O-01 Abd Pain Male Under 15yo**	P5 Medical Aid
1O-02 Abd Pain Fem Under 12yo**	P5 Medical Aid
1O-Abdominal Pain**	P5 Medical Aid
20A-01C Cold Exp w/o 1st Party**	P5 Medical Aid
20A-01H Heat Exp w/o 1st Party**	P5 Medical Aid
20A-Heat/Cold Exposure**	P5 Medical Aid
20O-01C Cold Exp 1st Party**	P5 Medical Aid
20O-01H Heat Exp 1st Party**	P5 Medical Aid
20O-Heat/Cold Exposure**	P5 Medical Aid
21A-01M Bleeding Not Dngr Area**	P5 Medical Aid
21A-01T Bleeding Not Dngr Area**	P5 Medical Aid
21A-Hemorrhage/Lacerations**	P5 Medical Aid
21O-01M Minor Bleeding Medical**	P5 Medical Aid
21O-01T Minor Bleeding Trauma**	P5 Medical Aid
21O-02M Nosebleed under 35yo**	P5 Medical Aid
21O-02T Nosebleed under 35yo**	P5 Medical Aid
21O-03M Nonbleeding Lac Medic**	P5 Medical Aid
21O-03T Nonbleeding Lac Trauma**	P5 Medical Aid
21O-Hemorrhage/Lacerations**	P5 Medical Aid
22A-Indust/Machinery Accidents**	P5 Medical Aid
23A-Overdose/Ingest Poison**	P5 Medical Aid
23O-01 Overdose**	P5 Medical Aid
23O-01A Overdose Accidental**	P5 Medical Aid
23O-01I Overdose Intentional**	P5 Medical Aid
23O-01V Overdose Violent**	P5 Medical Aid
23O-01W Overdose Violent**	P5 Medical Aid
23O-Overdose/Ingestion/Poison**	P5 Medical Aid
24O-01 Pregnancy Waters Broken**	P5 Medical Aid
24O-01M Pregnancy Waters Broke**	P5 Medical Aid
24O-02 1st Tri Bleed/Miscarry**	P5 Medical Aid
24O-02M 1st Tri Bleed/Miscarry**	P5 Medical Aid

24O-Pregnancy/Birth Miscarriag**	P5 Medical Aid
25A-01 Non-suicidal**	P5 Medical Aid
25A-Psychiatric/SuicideAttempt**	P5 Medical Aid
25O-01 Non-suicidal 1st Party**	P5 Medical Aid
25O-01B Non-suicidal 1st Party**	P5 Medical Aid
25O-01V Non-suicidal 1st Party**	P5 Medical Aid
25O-01W Non-suicidal 1st Party**	P5 Medical Aid
25O-02 Suicidal (Not Threat) **	P5 Medical Aid
25O-02B Suicidal (Not Threat) **	P5 Medical Aid
25O-02V Suicidal (Not Threat) **	P5 Medical Aid
25O-02W Suicidal (Not Threat) **	P5 Medical Aid
25O-Psychiatric/Suicide**	P5 Medical Aid
26A-01 Sick Person**	P5 Medical Aid
26A-02 Blood Pressure Problem**	P5 Medical Aid
26A-03 Dizziness	P5 Medical Aid
26A-04 Fever/Chills	P5 Medical Aid
26A-05 General Weakness	P5 Medical Aid
26A-06 Nausea**	P5 Medical Aid
26A-08 Other Pain**	P5 Medical Aid
26A-09 Transportation Only**	P5 Medical Aid
26A-10 Unwell/Ill	P5 Medical Aid
26A-11 Vomiting	P5 Medical Aid
26A-12 Coronavirus (Suspected) **	P5 Medical Aid
26A-Sick Person(Specific Diag) **	P5 Medical Aid
26O-01 Person Sick**	P5 Medical Aid
26O-02 Boils**	P5 Medical Aid
26O-03 Bumps**	P5 Medical Aid
26O-04 Unable To Sleep**	P5 Medical Aid
26O-05 Unable To Urinate**	P5 Medical Aid
26O-06 Catheter Problems**	P5 Medical Aid
26O-07 Constipation**	P5 Medical Aid
26O-08 Cramp/Spasm/Joint Pain**	P5 Medical Aid
26O-09 Ring Cut Off**	P5 Medical Aid
26O-10 Deafness**	P5 Medical Aid
26O-11 Defecation/Diarrhea**	P5 Medical Aid
26O-12 Earache**	P5 Medical Aid
26O-13 Enema**	P5 Medical Aid
26O-14 Gout**	P5 Medical Aid
26O-15 Hemorrhoids**	P5 Medical Aid
26O-16 Hepatitis**	P5 Medical Aid
26O-17 Hiccups**	P5 Medical Aid
26O-18 Itching**	P5 Medical Aid
26O-19 Nervous**	P5 Medical Aid
26O-20 Object Stuck**	P5 Medical Aid
26O-22 Painful Urination**	P5 Medical Aid
26O-23 Penis Problems**	P5 Medical Aid

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26O-24 Rash**	P5 Medical Aid
26O-25 STD**	P5 Medical Aid
26O-26 Sore Throat**	P5 Medical Aid
26O-27 Toothache**	P5 Medical Aid
26O-28 Wound Infected**	P5 Medical Aid
26O-Sick Person(4th Party) **	P5 Medical Aid
26O-Sick Person(Specific Diag) **	P5 Medical Aid
27A-01P Penetrating Over 6hr**	P5 Medical Aid
27A-01S Stabbing Over 6hr**	P5 Medical Aid
27A-Stab/Gunshot Wound**	P5 Medical Aid
27O-Stab/Gunshot Wound**	P5 Medical Aid
29A-Traffic Accident**	P5 Medical Aid
29O-01 Traffic Accident No Inj**	P5 Medical Aid
29O-01U Traffic Acciden No Inj**	P5 Medical Aid
29O-01V Traffic Acciden No Inj**	P5 Medical Aid
29O-01X Traffic Acciden No Inj**	P5 Medical Aid
29O-01Y Traffic Acciden No Inj**	P5 Medical Aid
29O-02 Traffic 1st Not Dngr**	P5 Medical Aid
29O-02U Traffic 1st Not Dngr**	P5 Medical Aid
29O-02V Traffic 1st Not Dngr**	P5 Medical Aid
29O-02X Traffic 1st Not Dngr**	P5 Medical Aid
29O-02Y Traffic 1st Not Dngr**	P5 Medical Aid
29O-Traffic Accident**	P5 Medical Aid
2A-01 Allergies Under 1hr**	P5 Medical Aid
2A-02 Spider bite (rxn hx) **	P5 Medical Aid
2A-Allergy/Hive/Sting/Med Rxn**	P5 Medical Aid
2O-01 Allergies Onset Over 1hr**	P5 Medical Aid
2O-02 Spider Bite (no rxn hx) **	P5 Medical Aid
2O-Allergy/Hive/Sting/Med Rxn**	P5 Medical Aid
30A-01 Traumatic Inj Deformity	P5 Medical Aid
30A-02 Traumatic Not Dngr**	P5 Medical Aid
30A-03 Traumatic Inj Over 6hr**	P5 Medical Aid
30A-Traumatic Injuries**	P5 Medical Aid
30O-01 Traumatic Not Dngr**	P5 Medical Aid
30O-02 Traumatic Inj Over 6hr**	P5 Medical Aid
30O-03 Traumatic Inj Splinters**	P5 Medical Aid
30O-Traumatic Injuries**	P5 Medical Aid
31A-UnconFainting (Non-Trauma)	P5 Medical Aid
33A2-Transfer/Interfacility**	P5 Medical Aid
33A-Transfer/Interfacility**	P5 Medical Aid
3A-Animal Bites/Attacks**	P5 Medical Aid
3O-01 Animal Bite Not Dngr**	P5 Medical Aid
3O-02 Animal Bite Over 6hr**	P5 Medical Aid
3O-03 Animal Bites Superficial**	P5 Medical Aid
3O-Animal Bites/Attacks**	P5 Medical Aid
4A-01A Assault Not Dngr Deform	P5 Medical Aid

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4A-01S Assault Not Dngr Deform	P5 Medical Aid
4A-01T Assault Not Dngr Deform	P5 Medical Aid
4A-02A Assault Not Dngr Prox**	P5 Medical Aid
4A-02S Assault Not Dngr Prox**	P5 Medical Aid
4A-02T Assault Not Dngr Prox**	P5 Medical Aid
4A-03A Assault Non Recent**	P5 Medical Aid
4A-03S Assault Non Recent**	P5 Medical Aid
4A-03T Assault Non Recent**	P5 Medical Aid
4A-Assault/Rape**	P5 Medical Aid
4O-01A Assault Not Dngr**	P5 Medical Aid
4O-01S Assault Not Dngr**	P5 Medical Aid
4O-01T Assault Not Dngr**	P5 Medical Aid
4O-02A Assault Over 6hr**	P5 Medical Aid
4O-02S Assault Over 6hr**	P5 Medical Aid
4O-02T Assault Over 6hr**	P5 Medical Aid
4O-Assault/Rape**	P5 Medical Aid
5A-01 Back Pain Non-Traumatic**	P5 Medical Aid
5A-02 Back Pain Over 6hr Traum**	P5 Medical Aid
5A-Back Pain (Non-Trauma) **	P5 Medical Aid
5O-Back Pain (Non-Trauma) **	P5 Medical Aid
7A-01 Burns Under 18percent	P5 Medical Aid
7A-Burns/Explosions**	P5 Medical Aid
7O-01 Minor Burns**	P5 Medical Aid
7O-01E Minor Burns**	P5 Medical Aid
7O-01F Minor Burns**	P5 Medical Aid
7O-01W Minor Burns**	P5 Medical Aid
7O-02 Sunburn**	P5 Medical Aid
7O-02E Sunburn**	P5 Medical Aid
7O-02F Sunburn**	P5 Medical Aid
7O-02W Sunburn**	P5 Medical Aid
7O-03 Non Recent Burn**	P5 Medical Aid
7O-03E Non Recent Burn**	P5 Medical Aid
7O-03F Non Recent Burn**	P5 Medical Aid
7O-03W Non Recent Burn**	P5 Medical Aid
7O-Burns/Explosions**	P5 Medical Aid
8O-01U Carbon Monoxide Alarm**	P5 Medical Aid
8O-C O/Inhalation/Hazmat**	P5 Medical Aid
9O-Obvious Death	P5 Medical Aid

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EXHIBIT 2
RESPONSE TIME PERFORMANCE REPORTING REQUIREMENTS

1. Documentation of Incident Response Time Intervals

(a) Franchisee shall document all times necessary to determine total ambulance Response Time, and patient disposition information including but not limited to:

1. time call received by the dispatch center,
2. time location verified,
3. time ambulance crew assigned,
4. time en route to scene,
5. arrival at scene time,
6. total on-scene time,
7. time en route to hospital or ET3 alternative destination (as applicable),
8. total time to transport to hospital or ET3 alternative destination (as applicable),
9. time of arrival at hospital/ET3 alternative destination time,
10. Disposition of the patient, and
11. Transport Destination if transported

(b) Other times may be required by the Fire Chief to document specific activities such as:

1. arrival at patient side,
2. administration of treatments, and
3. other instances deemed important for clinical care monitoring and research activities.

(c) All times shall be recorded by Franchisee on the ePCR and in Franchisee's CAD system.

(d) Franchisee shall provide unrestricted electronic access to the ePCR form for 911-Disptached Ambulance Service to patients within the FSA and its CAD database for the City to extract and corroborate response time performance and quality of EMS care.

(e) Franchisee shall not make changes to times entered into its CAD after the event. Franchisee may request changes from the City when errors or omissions are discovered. The Fire Chief has sole discretion to determine whether changes to times by Franchisee shall be permitted.

(f) In accordance HIPAA and the Parties signing applicable agreements with participating hospitals, SNFs and other facilities, Franchisee shall provide unrestricted electronic access to the ePCR form for non-emergency patients within the FSA.

2. Response Time Performance Report

The City shall analyze and evaluate CAD data within a reasonable amount of time following submission by Franchisee, for the determination of response time compliance and will monitor response time data on an ongoing basis to evaluate performance. Franchisee shall self-monitor

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response time data as follows:

(a) Franchisee shall use response time data in an on-going manner to evaluate performance and compliance with response time requirements, in an effort to continually improve response time performance levels.

(b) Franchisee shall identify the cause(s) of performance failures, and document efforts to eliminate the problems on an on-going basis.

(c) Franchisee shall provide an explanation to the Fire Chief for every call exceeding the required response time requirements and, where appropriate, describe steps taken to reduce extended response times in the future.

3. Reporting Requirements

Franchisee will provide, by the seventh calendar day of each calendar month, reports detailing its performance during the preceding month as it relates to each of the performance requirements stipulated herein. For each day that Franchisee fails to provide the performance reports, the City shall assess liquidated damages as provided by this Franchise.

4. Data and Reporting Requirements

(a) Franchisee shall provide reports detailing its operations, and clinical and administrative data in a manner that facilitates its retrospective analysis as required by the Fire Chief.

(b) Franchisee and LVFR shall establish procedures to automate the monthly reporting requirements not collected within CAD data.

5. Dispatch Computer

The dispatch computer utilized shall include security features preventing unauthorized access or retrospective adjustment and full audit trail documentation.

6. Records

(a) The data collection system must be functionally equivalent to and capable of interfacing with and capturing common data sets of the ePCR reporting system of LVFR.

(b) The data collection system shall include, but not be limited to, the following generally described sources:

1. A uniform dispatch report form to the Health District's specifications.
2. A uniform patient care form to the Health District's specifications.
3. An inter-hospital patient care form to the Health District's specifications.
4. Equipment maintenance and inventory control schedules as required by the Health District.
5. Deployment planning reports.

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6. Continuing education and certification records documenting training and compliance with the Health District's requirements.
7. Clinical Performance audits and analysis reports to the LVFR Medical Director specifications.

(c) An ePCR form is required to be completed for all patients for whom care is rendered at the scene, Inter-facility and Critical Care transports, regardless of whether the patient is transported from within the City. Patient care records should clearly identify those instances when two or more patients are transported in the same ambulance.

(d) Franchisee shall comply with all applicable federal regulations. Franchisee understands and acknowledges the applicability of these regulations to Franchisee. Franchisee agrees to permit City inspection of its records to verify such compliance.

(e) Franchisee shall maintain, for at least three (3) years, records regarding the personnel dispatched on each responding ambulance.

Prior to December 1, 2020, Franchisee shall make available to the City a complete and current record of all personnel employed to perform Franchisee's obligations under this Agreement. This list shall be updated monthly and transmitted to LVFR prior the first of every month.

(g) To ensure that the City can conduct system-wide quality improvement activities, within 24 hours Franchisee shall provide the LVFR Medical Director as well as receiving hospitals, unrestricted access to accurately completed ePCR records in computer readable format and suitable for statistical analysis for all priorities. Records shall contain:

1. name;
2. address;
3. date of birth;
4. social security number;
5. signature of the patient or patient representative (or clearly stated reason why the patient is unable to sign); and
6. sufficient information to appropriately document medical information documented on the ePCR for all EMS system responses including patient contacts, cancelled calls, nontransports.

All electronically captured data including EKG, Pulse Oximetry, ET Capnography, NIBP, Drug and Event data shall be included in the electronic dataset.

7. Monthly Reports

(a) Franchisee shall provide, by the seventh business day of each calendar month, reports dealing with its performance during the preceding month as it relates to its clinical and operational performance as required by this Franchise and the Ambulance Service Ordinance. The format of such reports shall approved by the Fire Chief.

(b) Franchisee shall document and report to LVFR, monthly, in writing, and in a format approved or provided by City, response time compliance and customer

complaint/resolutions. Reports other than response time compliance and customer complaint/resolutions shall be reported every ninety (90) days.

(c) Response time statistical data

Within seven (7) business days following the last day of each month, Franchisee shall ensure that ambulance response time records are available to the City and LVFR Medical Director in a computer readable format approved by City, and are suitable for statistical analysis for all ambulance responses originating from requests within the FSA. The records shall, at a minimum, include the following data elements:

(i) Unit identifier
(ii) Location of call — street address
(iii) Location of call — longitude and latitude
(iv) Nature of call (EMD Code)
(v) Time call received
(vi) Time call dispatched
(vii) Time unit en route
(viii) Time unit on-scene
(ix) Time unit to hospital or ET3 alternative destination (as applicable)
(x) Time unit clear and available
(xi) Disposition
(xii) Receiving hospital/Transport destination
(xiii) Number of patients transported.

8. Other Reports

At the end of each calendar year, LVFR shall provide a list of required reports and their frequency and due dates other than those required by the terms of this Franchise. Reports to be required shall include, but are not limited to:

1. Clinical
   (i) continuing education compliance reports
   (ii) summary of clinical/service inquiries and resolutions
   (iii) summary of interrupted calls due to vehicle/equipment failures.

2. Operational
   (i) a list of each call where there was a failure to properly record all times necessary to determine the response time; and
   (ii) a list of authorized mutual aid responses to and from system.

3. Response Time Compliance
   (i) a list of each emergency call dispatched for which Franchisee did not meet the Response Time requirement for each Emergency Response Zone and an explanation of why the response was late;
   (ii) canceled calls; and
   (iii) exception reports and resolution.

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4. Community/Governmental Affairs Report
    (i) Number of conducted community education events in the FSA; and
    (ii) Public Relations (PR) activities, first responder recognition.

9. Electronic Access to Report

Franchisee shall provide unrestricted access capability to City, at Franchisee's expense, to all ePCRs for patients in the FSA and provide a mechanism to create customized reports for City monitoring and review. The electronic access shall also include real-time monitoring of CAD systems.

10. Franchisee shall provide the City with such other reports and records as may be required by the City's Franchise Officer.

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EXHIBIT 3



AMR LAS VEGAS FLEET

UNIT #	VIN	MAKE	MODEL	YEAR	PLATE #	MILEAGE	LEVEL OF SERVICE
500	1FDXE45P75HB08052	FORD	E-450	2005	SH0791	206,950	BARI
501	1FDWE3FS4BDB20879	FORD	E-350	2011	29A997	269,625	ALS
502	1FDWE3FS9GDC33461	FORD	E-350	2016	SH0750	171,339	ALS
504	1FDWE3FS1GDC20008	FORD	E-350	2015	SH0794	171,242	ALS
505	1FDWE3FSXGDC08651	FORD	E-350	2015	SH0629	197,720	ALS
506	1FDWE3FS8FDA10925	FORD	E-350	2016	41A124	190,373	ALS
508	1FDWE3FS5HDC22572	FORD	E-350	2017	SH0776	141,826	ALS
509	1FDWE3FS9HDC24082	FORD	E-350	2017	SH0786	143,197	ALS
510	1FDWE3FS1GDC34927	FORD	E-350	2016	SH0609	170,872	ALS
511	1FDWE3FS2HDC37904	FORD	E-350	2017	SH0605	133,819	ALS
512	1FDWE3FS5JDC14851	FORD	E-350	2018	510E60	96,083	ALS
514	1FDWE3FS3HDC69891	FORD	E-350	2017	SH0623	48,943	ALS
516	1FDWE3FS0HDC37478	FORD	E-350	2017	SH0765	135,572	ALS
517	1FDWE3FS2HDC26806	FORD	E-350	2017	SH0621	139,011	ALS
520	1FDWE3FS9HDC37480	FORD	E-350	2017	SH0602	138,753	ALS
524	1FDWE3FS3DDB22089	FORD	E-350	2013	SH0627	258,643	ALS
527	1FDWE3FS2DDA99582	FORD	E-350	2013	SH0628	259,152	ALS
528	1FDWE3FS0DDA99581	FORD	E-350	2013	SH0622	273,746	ALS
530	1FDWE3FS1EDA28651	FORD	E-350	2014	SH0760	202,051	ALS
534	1FDWE3FS8EDB05533	FORD	E-350	2014	369AUU	250,899	ALS
535	1FDWE3FS3EDB05536	FORD	E-350	2014	169AUS	250,523	ALS
536	1FDWE3FS6JDC02031	FORD	E-350	2018	508E60	116,165	ALS
537	1FDWE3FS8JDC02032	FORD	E-350	2018	509E60	101,675	ALS
538	1FDWE3FS7FDA10933	FORD	E-350	2015	53A952	234,966	ALS
539	1FDWE3FS2FDA10936	FORD	E-350	2015	53A951	231,664	ALS
540	1FDWE3FSXFDA16127	FORD	E-350	2015	70A539	227,938	ALS
541	1FDWE3FS8FDA16126	FORD	E-350	2015	153J35	186,848	ALS
542	1FDWE3FS5FDA16651	FORD	E-350	2015	77B929	233,077	ALS
543	1FDWE3FS1EDB05440	FORD	E-350	2014	SH0772	206,108	ALS
544	1FDWE3FS5EDB05442	FORD	E-350	2014	SH0753	162,855	ALS
545	1FDWE3FS4GDC12758	FORD	E-350	2016	SH0783	155,573	ALS
546	1FDWE3FS6GDC00689	FORD	E-350	2016	SH0775	188,606	ALS
548	1FDWE3FS9GDC13310	FORD	E-350	2016	SH0617	199,975	ALS
549	1FDWE3FS7GDC07893	FORD	E-350	2016	SH0649	195,646	ALS
550	1FDWE3FS5GDC06595	FORD	E-350	2016	SH0798	189,942	ALS
551	1FDWE3FS8FDA33279	FORD	E-350	2015	SH0756	197,982	ALS
552	1FDWE3FS4FDA33280	FORD	E-350	2015	SH0780	195,059	ALS
553	1FDWE3FS9GDC07894	FORD	E-350	2016	SH0797	191,389	ALS

554	1FDWE3FSXGDC19262	FORD	E-350	2016	SH0624	175,066	ALS
555	1FDWE3FS4GDC23680	FORD	E-350	2016	SH0751	188426	ALS
556	1FDWE3FS6GDC22045	FORD	E-350	2016	SH0771	166,937	ALS
557	1FDWE3FS8GDC22046	FORD	E-350	2016	SH0619	170,188	ALS
558	1FDWE3FS2JDC14855	FORD	E-350	2018	511E60	95,832	ALS
559	1FDWE3FS5GDC24935	FORD	E-350	2016	SH0752	144,567	ALS
560	1FDWE3FS5JDC09150	FORD	E-350	2018	512E60	101,321	ALS
562	1FDWE3FS9KDC06205	FORD	E-350	2019	077K69	50,332	ALS
563	1FDWE3FS9KDC33128	FORD	E-350	2019	025H22	54,661	ALS
564	1FDWE3FS8KDC33153	FORD	E-350	2019	026H22	60,226	ALS
565	1FDWE3FSXKDC33157	FORD	E-350	2019	583K40	43,386	ALS
566	1FDWE3FS9KDC33145	FORD	E-350	2019	582K40	46,088	ALS
567	1FDWE3FS5KDC63033	FORD	E-350	2019	693L75	30,316	ALS
568	1FDWE3FSXKDC54702	FORD	E-350	2019	824M79	4,743	ALS
569	1FDXE4FS3KDC16870	FORD	E-450	2019	822M79	5,673	ALS
570	1FDXE4FS4KDC15226	FORD	E-450	2019	823M79	3,120	ALS
571	1FDWE3FS1KDC58606	FORD	E-350	2019	348M93	73	ALS
572	1FDWE3FS4KDC58616	FORD	E-350	2019	349M93	64	ALS
601	1FDYR2CM4HKB35691	FORD	T-250	2017	259D69	84,615	ILS
602	1FDYR2CM2HKB35687	FORD	T-250	2017	258D69	99,285	ILS
603	1FDYR2CM2HKA98575	FORD	T-250	2017	123D70	106,803	ILS
604	1FDYR2CM0HKA98574	FORD	T-250	2017	122D70	108,560	ILS
605	1FDSS3EL2EDB15069	FORD	E-350	2014	64C660	139,922	ILS
606	1FDSS3EL1EDB15029	FORD	E-350	2014	64C661	150,663	ILS
607	1FDSS3EL7EDA77953	FORD	E-350	2014	64C662	139,744	ILS
608	1FDSS3EL1EDB15158	FORD	E-350	2014	SH0778	136,347	ILS
609	1FDSS3EL2EDB15041	FORD	E-350	2014	SH0784	132,591	ILS
610	1FDYR2CM6HKA98577	FORD	T-250	2017	379D70	91,210	ILS
611	1FDYR2CM9HKB35685	FORD	T-250	2017	448D39	95,619	ILS
612	1FDYR2CM2HKB35690	FORD	T-250	2017	505E60	76,545	ILS
613	1FDYR2CM4HKB35688	FORD	T-250	2017	507E60	34,757	ILS

EXHIBIT 4

CERTIFICATE

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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.

. . .

. . .

. . .

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Block 1 Contracting Entity
Mercy, Inc., d/b/a American Medical Response
Name
7201 West Post Road Las Vegas, NV 89113
702-335-3027
EIN # 88-0125707

Block 2 Description
Ambulance services

Contract No.

Block 3 *Type of Business*

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

Block 4 Disclosure of Ownership and Principals
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	**See attached chart**		
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _1__.

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

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_____

_____

Name

_____

_____

Date

Subscribed and sworn to before me this _____day of

_____, 20__

_____

Notary Public

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve the First Amendment To Wireless Use Agreement between the City of Las Vegas ("City") and New Cingular Wireless PCS, LLC ("Company"), which provides for a 10-year extension through December 18, 2030, and allows Company to continue locating, placing, attaching, installing, operating, maintaining, controlling, removing, reattaching, reinstalling, relocating, and replacing Company's Equipment in or on Municipal Facilities and/or third-party property in the Right-of-Way for the purposes of operating the Company's Wireless Communication Service - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On December 19, 2018, the City entered into a Wireless Use Agreement with Company, a provider of wireless communication services, for a period of two (2) years. The agreement expires on December 18, 2020. Company wishes to continue utilizing the City's Rights-of-Way (ROW), including space on certain streetlight poles, traffic signal poles, school zone flashers, lighting fixtures and/or electroliers owned by the City of Las Vegas (Municipal Facilities), to construct and operate a network to serve its wireless customers. Under the proposed 10-year extension, Company plans to expand its network, to include installations in currently underserved areas of the City. Company will pay to the City a fee of $326.75 per quarter for each small wireless facility permitted or installed on or before December 18, 2020 (Existing Municipal Facilities Attachment Fee). Company will also pay to the City a fee of $75.00 per quarter for each small wireless facility permitted or installed on or after December 19, 2020 (Adjusted Municipal Facilities Attachment Fee). Each of these Municipal Facilities Attachment Fees will be increased annually every January 1 by 2.5%.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. First Amendment To Wireless Use Agreement between the City of Las Vegas and New Cingular Wireless PCS, LLC

FIRST AMENDMENT TO WIRELESS USE AGREEMENT

THIS FIRST AMENDMENT TO WIRELESS USE AGREEMENT ("**Amendment**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is by and between the City of Las Vegas, a political subdivision of the State of Nevada (the "**City**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company ("**Company**").

WHEREAS, City and Company entered into a Wireless Use Agreement dated December 19, 2018 ("**Agreement**"), whereby in exchange for certain compensation City granted to Company the right to locate, place, attach, install, operate, maintain, control, remove, reattach, reinstall, relocate, and replace Company's Equipment in or on Municipal Facilities and/or third-party property in the ROW for the purposes of operating the Company's Wireless Communication Service; and

WHEREAS, the Agreement has a term of two (2) years commencing on December 19, 2018 and expiring on December 18, 2020 (the "**Original Agreement Term**"); and

WHEREAS, the City and Company desire to extend the term of the Agreement and otherwise amend the Agreement as more particularly set forth in this Amendment; and

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Company agree as follows:

1. **Term Extension**. Following the expiration of the Original Agreement Term on December 18, 2020, the Term shall be extended for ten (10) years (the "**Term Extension**"), with the Term Extension commencing December 19, 2020 and expiring on December 18, 2030; unless it is earlier terminated by either party in accordance with the provisions of the Agreement. Any reference to the term of this Agreement shall mean the Original Agreement Term as well as the Term Extension.

2. **Attachment to Municipal Facilities.** Section 4.1 is hereby amended by adding the following subsection 4.1.10 to the end of such section:

> **"4.1.10 Company agrees to install and commence operation, on or before December 31, 2022, of at least one (1) Small Wireless Facility (defined herein) for 5G connectivity in the area near the City's Westside School at Washington and D Street. The Company shall also take all reasonable steps available in providing City inbuilding solutions if capacity issues arise prior to a Small Wireless Facility being installed and commencing operation in said area to ensure that City's proposed workforce development center and several start-up technology companies that will be located in this area are capitalizing on 5G speeds."**

3. **Municipal Facilities Attachment Fee.** Effective January 1, 2021, Section 5.2 is hereby deleted in its entirety and replaced with the following:

> **"Municipal Facilities Attachment Fee. With respect to each Municipal Facility upon which a Small Wireless Facility has already been installed pursuant to this Agreement, and for which the City issues to Company a permit to install all or a portion of a Small Wireless Facility ["Small Wireless Facility" as described in the Accelerating Wireless Broadband Deployment by Removing Barriers to Infrastructure Investment, Declaratory Ruling and Third Report and Order (FCC-18-133, WT Docket No. 17-79, WC Docket No. 17-84 (Sept. 26, 2018)) ("FCC Wireless Infrastructure Order")] on or before December 18, 2020, Company shall pay to the**

City a quarterly fee (the "Existing Municipal Facilities Attachment Fee") in the amount of three hundred twenty six dollars and 75/00 ($326.75) per each Small Wireless Facility, effective January 1, 2021 and continuing for each quarter throughout the term of this Agreement, for the use of each Municipal Facility, if any, upon which a Small Wireless Facility has been installed pursuant to this Agreement. With respect to each Municipal Facility for which the City issues to Company a permit to install all or a portion of a Small Wireless Facility on or after December 19, 2020, Company shall pay to the City a quarterly fee (the "Adjusted Municipal Facilities Attachment Fee") in the amount of seventy five dollars and 00/100 ($75.00) per each Small Wireless Facility, effective on January 1, 2021 and continuing for each quarter throughout the term of this Agreement, for the use of each Municipal Facility, if any, upon which a Small Wireless Facility has been installed pursuant to this Agreement. Existing Municipal Facilities Attachment Fee and the Adjusted Municipal Facilities Attachment Fee shall collectively be referred to in this Agreement as the "Municipal Facilities Attachment Fee". The aggregate Municipal Facilities Attachment Fee (including both Existing Municipal Facilities Attachment Fee and the Adjusted Municipal Facilities Attachment Fee, as applicable) with respect to each calendar quarter of a year during the term shall be an amount equal to the total number of Small Wireless Facilities to which are attached on any Municipal Facility at any time during the calendar quarter multiplied by the Existing Municipal Facilities Attachment Fee or the Adjusted Municipal Facilities Attachment Fee, as applicable, and shall be due and payable not later than forty-five (45) days after each calendar quarter. City represents and covenants that City owns all Municipal Facilities for the use of which it is collecting from Company the Existing Municipal Facilities Attachment Fee or the Adjusted Municipal Facilities Attachment Fee, as applicable, pursuant to this Subsection 5.2. The City and Company may by mutual written consent agree upon the provision of Company services to the City in lieu of payment of the Existing Municipal Facilities Attachment Fee or the Adjusted Municipal Facilities Attachment Fee, as applicable. For the avoidance of doubt, it is understood and agreed that the Existing Municipal Facilities Attachment Fee and the Adjusted Municipal Facilities Attachment Fee, as applicable, shall be calculated on a per Small Wireless Facility basis and not on a per Municipal Facility basis."

4. **Adjustment to Municipal Facilities Attachment Fee.** Effective January 1, 2021, Section 5.3 is hereby deleted in its entirety and replaced with the following:

"Adjustment to Municipal Facilities Attachment Fee. Effective commencing on January 1, 2021 and continuing annually thereafter during the term, the Existing Municipal Facilities Attachment Fee and the Adjusted Municipal Facilities Attachment Fee shall be adjusted (rounded to the nearest whole dollar) by a percentage amount equal to two and one-half percent (2.5%)."

5. Section 5.5.1 only is hereby deleted in its entirety.

6. **Commencement of Installation and Operation.** Section 6.1 is hereby amended by adding the following sentence to the end of such section:

"The foregoing deadlines to Commence Installation and Commence Operation of an approved expansion or new installation of Company's Equipment may be extended for an additional six (6) months upon approval by the City, which approval shall not be unreasonably withheld, conditioned, or delayed."

7. **Mutual Waiver.** Section 5.7 is hereby deleted in its entirety and replaced with the following:

"Mutual Waiver. Notwithstanding any other terms and conditions of this Agreement, the terms of applicable Laws, or the terms of any new Laws or clarifications of existing Laws, the Parties for themselves and their permitted successors and assigns, do hereby knowingly and voluntarily waive any and all rights they may have to challenge the fees, rates, timelines, deadlines, terms or conditions of this Agreement during the entire term of this Agreement, including any Term Extension. This mutual waiver is a material term of this Agreement."

8. Effective November 1, 2020, the City's delivery address set forth in Section 6.3 of the Agreement as "City of Las Vegas, Land Development Counter #15, 1st Floor, 333 N. Rancho Drive, Las Vegas, NV 89106" is hereby deleted in its entirety and replaced with the following:

City of Las Vegas, Land Development Counter #15
1st Floor, 495 South Main Street
Las Vegas, NV 89101

9. **Notices.** Company's notice address set forth in Section Section 10.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

If to Company:
New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
RE: Cell Site Name: City of Las Vegas Wireless MLA (NV)
1025 Lenox Park Blvd NE, 3rd Floor
Atlanta, GA 30319

with a copy to:

New Cingular Wireless PCS, LLC
AT&T Legal Department – Network
RE: Cell Site Name: City of Las Vegas Wireless MLA (NV)
208 S. Akard Street
Dallas, TX 75202-4206

10. **Records; Audits.** A Section 13.3.1 shall be added to the Agreement to read as follows:

13.3.1 Audit. Company shall keep complete and accurate business records concerning the fees and other amounts due pursuant to the Agreement for a period of at least five (5) years or, if such period is greater, until such time as the City has completed any pending audit through the payment of all fees and other amounts determined by the City to be due or through the resolution of any disputed amounts. Company agrees to reimburse the City for the City's reasonable, actual and documented costs and expenses to conduct each audit not to exceed the sum of ten thousand dollars ($10,000) per audit within fifteen (15) business days after receiving a written invoice from City. Without waiving any City rights or protections afforded to City under Nevada law outside the context of a City audit as contemplated herein, including without limitation those rights stated in NRS 268.020, if the City's audit reveals that Company has overpaid its fees and other sums due to the City under the Agreement, then the City shall in its sole option either reimburse Company for any such overpayment

within fifteen (15) business days of the City's receipt of Company's invoice or provide Company a credit against future fees due and owing by Company to the City.

11. **Exhibit A.** "Exhibit A-Equipment" is hereby deleted in its entirety and replaced with the new "Exhibit A-Equipment" attached to this Amendment and incorporated into the Agreement by reference.

12. **Other Terms and Conditions Remain.** In the event of any inconsistencies between the Agreement and this Amendment, the terms of this Amendment shall control. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified and remains in full force and effect. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.

13. **Capitalized Terms.** All capitalized terms used but not defined herein shall have the same meanings as defined in the Agreement.

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

IN WITNESS WHEREOF, the parties have caused this First Amendment To Wireless Use Agreement to be effective as of the last date written below.

CITY:
City of Las Vegas

By: _____
Carolyn G. Goodman, Mayor
Date: _____

COMPANY:
New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: AT&T Mobility Corporation
Its: Manager

By: _____
Print Name: Jarod Bess
Its: Director Construction & Engineering
Date: December 3, 2020

ATTEST:

_____
LuAnn D. Holmes, MMC Date
City Clerk

APPROVED AS TO FORM:

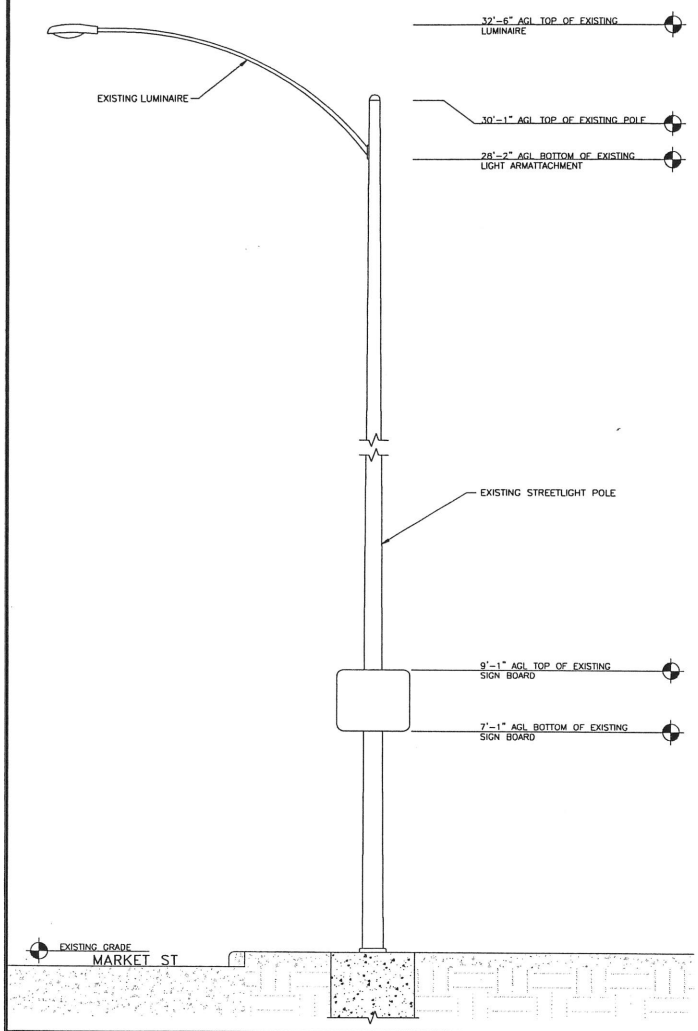
Dimitri P. Dalacas
Deputy City Attorney

_____ 12/3/2020
Deputy City Attorney Date

Exhibit A-Equipment

NOTE

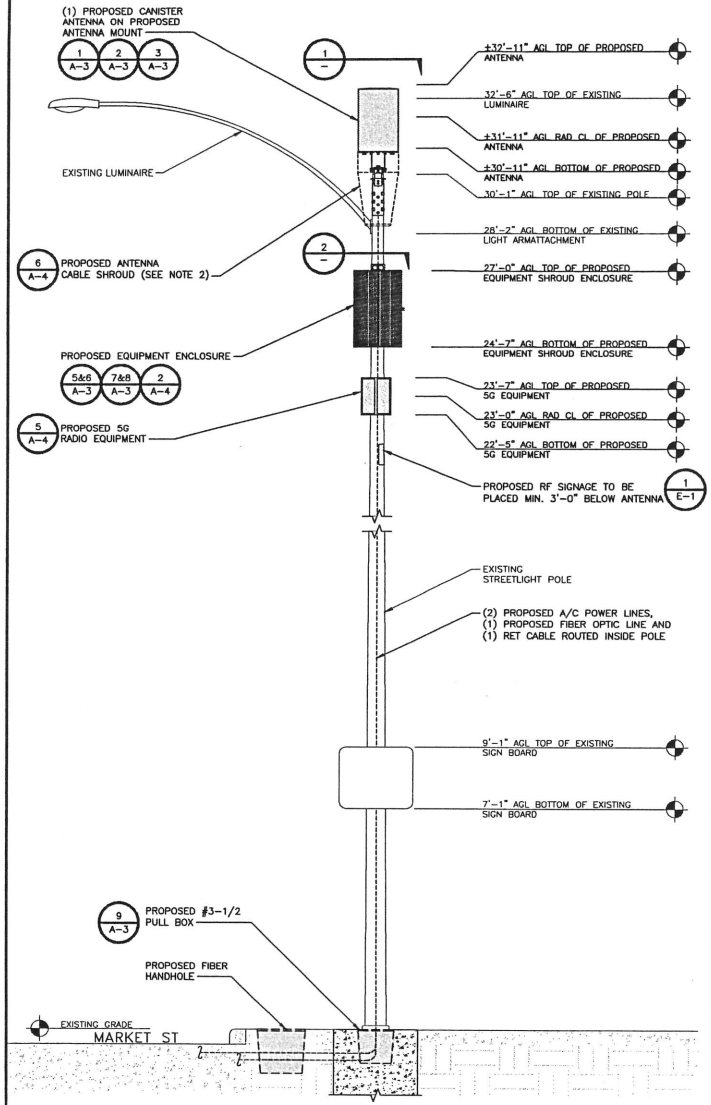
THESE DRAWINGS HAVE BEEN CREATED BASED ON STRUCTURAL CALCULATIONS PERFORMED BY BLACK & VEATCH CONFIRMING THAT THE STRUCTURE HAS SUFFICIENT CAPACITY TO SUPPORT THE PROPOSED LOADING.



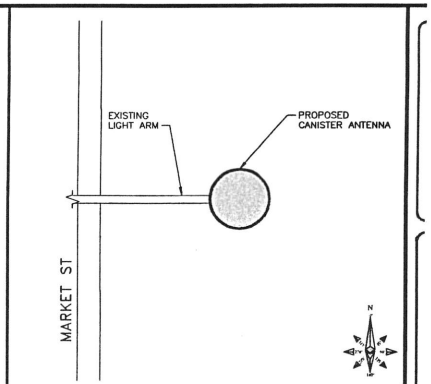
EXISTING SOUTH ELEVATION | 12" 6" 0 1' 2' 3' 4' 5' 1/2"=1'-0" | A

NOTES

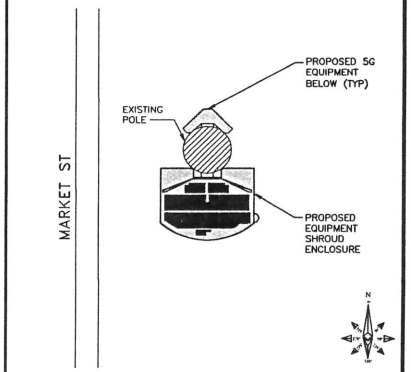
1. REFER TO THE RFDS FOR THIS NODE FOR THE AZIMUTH INFORMATION.
2. CABLE SHROUD NOT ENTIRELY SHOWN FOR CLARITY.
3. ALL EQUIPMENT TO BE PAINTED TO MATCH EXISTING STRUCTURE.



PROPOSED SOUTH ELEVATION | 12" 6" 0 1' 2' 3' 4' 5' 1/2"=1'-0" | B



ANTENNA PLAN VIEW | NO SCALE | 1



RADIO PLAN VIEW | NO SCALE | 2

NOT USED | NO SCALE | 3

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve award of Contract No. 210105-DD, Prime Design Services Contract for Stewart Storm Drain, Lamb Boulevard to Las Vegas Wash - Department of Public Works - Award recommended to: ATKINS NORTH AMERICA, INC. ($1,482,340 - Road and Flood Capital Projects Fund) - Ward 3 (Diaz)

FISCAL IMPACT:
Budget Funds Available
Amount: $1,482,340
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The contract provides for the design and preparation of contract drawings, special provisions, construction cost estimates, and reports for the Stewart Storm Drain project. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2020 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1. (b), Professional Services. Atkins North America, Inc. has an office located in Henderson, NV.

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

BACKUP DOCUMENTATION:
1. Contract No. 210105-DD
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
STEWART STORM DRAIN, LAMB BOULEVARD TO LAS VEGAS WASH

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 333 North Rancho Drive, Las Vegas, Nevada 89106, and **Atkins North America, INC.**, (the "Consultant"), a **Corporation** (LLC, CORP), whose address is **2270 Corporate Circle, Suite 200, Henderson, NV, 89074.**

PROJECT DESCRIPTION: The design and preparation of Contract Drawings, Special Provisions, and Construction Cost Estimate for the design of Clark County Regional Flood Control District (CCRFCD) Stewart Storm Drain: Lamb to Las Vegas Wash, facility numbers LVST 0000 and the downstream 200 feet of LVST 0088 in the City of Las Vegas, NV.

WITNESSETH:

WHEREAS, the City intends to construct the STEWART STORM DRAIN, LAMB TO LAS VEGAS WASH (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

1.3 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements,

project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

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

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

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

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

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

1.8 ***Responsibility for Construction Document Revisions***

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

1.8.2 ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

2.0 CITY RESPONSIBILITIES

2.1 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

3.2 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.19.2 and 10.19.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:

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

5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,

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

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

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

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

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services.*** For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.04. 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 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

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, Section 101 (Preliminary and General Items and

Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.19.1 of this Contract.

7.6 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.19 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those

records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.4 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

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

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
10.3.1.2 (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or

10.3.1.4 fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

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

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

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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.19. In the event that the City elects to implement 10.3.1.2 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

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

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

10.4.1 ***Delivery of Documents.***

10.4.1.1 In the event of the completion of this Contract and upon the City's payment in the services rendered by the Consultant, the City shall have the right to require delivery of any and all of the plans, drawings,

specifications, and all other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in the possession of the City.

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 of this Contract for any disputed payment claims.

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

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

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

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

10.5.2 ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have

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

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.4 ***Professional Liability Insurance*** (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract.

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

10.5.6 All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

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

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Two-Hundred Fifty-Thousand ($250,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Sixy-Thousand ($160,000) without the prior written approval of the City.

10.5.9 **Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

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

10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.

10.5.13 The Consultant is required to remedy all injuries to persons and damage or loss to any property of the City to the extend caused by the Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.

10.5.14 ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 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.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, 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 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.7 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

10.9 ***Consultant Representations.*** The Consultant hereby represents that:

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

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

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

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

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

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

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

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

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

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

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

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

10.15.1 ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 ***Requirements.*** Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement.

Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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

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

10.18 ***Notice:*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

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

10.20 ***Claim or Dispute Resolution***

10.20.1 ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the

claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20.3. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

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

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

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

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Abbe Yacoben, Acting Purchasing Manager

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 11/30/2020
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
Matt Baird, Vice President
Atkins North America, Inc.

LIST OF EXHIBITS

EXHIBIT" A" SCOPE OF SERVICES
EXHIBIT" B" REQUIRED SUBMITTALS
EXHIBIT" C" PERFORMANCE SCHEDULE
EXHIBIT" D" FEE BREAKDOWN
EXHIBIT" E" COMPENSATION
EXHIBIT" F" KEY PERSONNEL LIST
EXHIBIT" G" EXAMPLE INVOICE
EXHIBIT" H" CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL INFORMATION

100.1 PROJECT OVERVIEW DESCRIPTION

The Scope of Services to be provided under the terms of this agreement address the design and preparation of Contract Drawings, Special Provisions, Cost Estimates and reports for the Stewart Avenue Storm Drain – Lamb Boulevard to Las Vegas Wash. The portions of the Stewart Avenue Storm Drain are described in the 2018 Las Vegas Valley Flood Control Master Plan Update (MPU) as facility numbers LVST 0000 and the downstream 200 feet of LVST 0088 which are approximated to be 400 feet of 24' x 5' RCB and 4,700' of 24' x 6' RCB, respectively. The project entails the design of the previous listed facilities and collection systems including, but not limited to: laterals, drop inlets, manholes, and all necessary appurtenances to complete the proposed portion of the Stewart Avenue storm drain system described above. It is assumed that the storm drain laterals will extend no more than 100 feet outside of the Stewart Avenue right-of-way at Lamb Boulevard, Page Street, Marion Drive, Greenbrook Street, Metpark Drive/Oakford Street knuckle, and Oakford Street (south). It is assumed that nuisance inlets will be spaced at 600 feet maximum spacing.

The project shall also include an environmental impact evaluation using Section 8 screening, aerial mapping and field survey, utility coordination, potholing, utility relocation plans, pavement replacement plans, signing and marking plans, lighting plans showing removal and reinstallation of existing streetlights in the median, loop replacement plans for Stewart/Lamb and Stewart/Marion traffic signals, and a Maintenance of Traffic (MOT) memorandum.

100.2 Construction Cost Budget

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

100.2.2 Construction Cost Budget: **To Be Determined**

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Regional Transportation Commission of Southern Nevada Policies and Procedures

- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- Freeway and Arterial System of Transportation (FAST) standards
- National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

100.6.6 The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

100.6.7 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by two (2) independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

100.6.8 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.

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

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

100.6.12 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. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other manufacturers listed in the specifications after award, the cost of the other listed manufacturer's effect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

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

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

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

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

100.6.17 Plan and Special Provision Production and Submission

- All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2018 or newer in accordance with current city of Las Vegas CAD standards, which are found on the city's website.
- The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:
- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model
- Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines
- Surface elements of the design will be designed three-dimensionally
- All curb ramps shall have detailed grading information to show compliance with PROWAG
- Intersection grading shall be provided at a level of detail necessary to allow construction to applicable tolerance
- Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography
- Specifications shall be prepared in City standard format using the software program Microsoft Word 2016 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

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

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

- For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.

- Prior to any electronic submittal, the Consultant shall, using commercially available software with current virus definitions, certify that electronic submittals are free of electronic "viruses", "worms", "Trojan horses", and other programs or data stored on the host computer or the electronic submittal. Should the City choose to check incoming electronic submittals for such afflictions, utilizing commercially

available software and at the first indication of such an affliction, the entire electronic submittal will be considered unacceptable and will be returned to the Consultant. The Consultant shall remove the unwanted programs or the unwanted programs or data and further verify the integrity of the electronic submittal. The Consultant shall bear the expense of correction, checking and re-submittal and shall not be released from submittal requirements.

100.7 Cost Estimates

100.7.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared as directed by the City using the software program Microsoft Excel 2016 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.

100.7.2 It is recognized that neither Consultant nor the City has control over the cost of labor, materials, or equipment, over any Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Consultant cannot and does not warrant or represent that bids or negotiated prices will not vary from any estimate of construction cost.

100.8 Construction Change Orders

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

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

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

100.9 Responsibilities of the Consultant

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

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting

change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Contract.

- Section 101 – Preliminary and General Items
- Section 102 – 30% Design Phase
- Section 103 – 70% Design Phase
- Section 104 – 90% Design Phase
- Section 105 – 100% Design Phase
- Section 106 – Bid Phase
- Section 107 – Not Used
- Section 108 – Not Used

100.10 Responsibilities of the City

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

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

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

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

100.11 City's Review Process

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

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

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

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

101 PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

101.1.3 Invoices shall be in the same format and include the same information as specified in the example invoice provided in Exhibit G. The associated certified payrolls and/or time cards shall be included with each invoice. In addition, a copy of the current project schedule must be submitted with each invoice

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

101.1.5 Project Management Software. Upon City request, Consultant shall utilize the City's online project management software for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately fifteen (15) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

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

- Clark County Regional Flood Control District ("CCRFCD")
- Clark County Department of Public Works

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

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

- Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks. Minor utility relocations are assumed to be less than 100' in length and are assumed to include 8" and smaller sewer and water and ITS conduit (up to two locations). **Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.**
- Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans (up to 4 utility relocations), coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.
- Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

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

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30%, 70%, 90% and Pre-Final submittals.

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

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

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

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

101.3.9 Deliverables: Project Plans to be sent to the Utility Companies at each design level (30%, 70%, 90% and 100%); and final bond with impacted utilities approval signatures.

101.4 Project Permits

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

101.4.2 The following permits are anticipated for this project :

- NDEP Groundwater Dewatering Permit

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

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

101.5 Public Outreach (Not Used)

101.6 Section 8 Screening

101.6.1 Consultant will evaluate baseline conditions and determine the site-specific environmental impacts, utilizing the procedures described in Section 8 of the Supplemental Final Environmental Impact Statement (SEIS) for Clark County Regional Flood Control District 2002 Master Plan Update and Record of Decision that was issued by the U.S. Bureau of Land Management (BLM) in 2004. The Draft Section 8 Resource Screening Analysis will summarize the existing conditions within the Project site and the potential impacts from construction of the Project to the following resources: geology and soils, paleontology, surface water hydrology, groundwater hydrology, biological resources, cultural resources, air quality, visual resources, recreation, hazardous materials, and land use. Consultant will also include in this report a recommendation regarding whether an Environmental Assessment (EA) or Environmental Impact Statement (EIS) is warranted.

101.6.2 Deliverables: The Consultant shall submit two (2) copies of the Section 8 Resource Screening Analysis to the City and RFCD for review and approval.

101.6.3 Section 401 Water Quality Certification & Section 404 – Regional General Permit #7 Application. Consultant shall Prepare and submit an application package for a Clean Water Act Section 404 Regional General Permit 7 (RGP7) to the USACE. Consultant shall submit to RFCD for review prior to USACE. The application package will include an ENG Form 4345 and the Chapter 8 Resource Screening Analysis. The RGP7 also requires that an applicant receive a Section 401 water quality certification from the Nevada Division of Environmental Protection. Consultant will prepare the Section 401 application for submittal to NDEP.

101.6.4 Deliverables: The Consultant shall submit 1 copy the RGP7 application package to the City, 1 copy to RFCD, and 1 copy to USACE for review and approval. Consultant shall also submit 1 copy of the Section 401 application to the City and 1 copy to NDEP for review and approval. The scope of work assumes the following:

- No additional agency coordination beyond that specified in this scope will be required;
- A field delineation will be conducted to identify potentially jurisdictional waters of the U.S. (WOUS) in accordance with the *1987 Wetland Delineation Manual* and *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0) and observe the area for indicators of general water quality.
- Document Ordinary High-Water Mark (OHWM) using a submeter accuracy Global Positioning System (GPS) unit.
- Information from the field delineation of jurisdictional waters, wetlands, and an Ordinary High Water Mark will be conducted and included in the Section 8 Resource Screening Analysis Document.
- A Class I Cultural Resources analysis will be conducted to document potentially eligible historic resources and will include review of properties requiring takes to construct the storm drain (assumes 1-3 property takes). The results of the cultural resources survey will be included in the Section 8 Resource Screening Analysis document and any historic resource forms will be included as part of the appendices of the document.
- A detailed hazardous materials assessment will not be required; and
- Permitting under Section 401 and 404 of Clean Water Act will be required due to the need to construct a new outfall structure to the Las Vegas Wash, a known jurisdictional water under the Clean Water Act.
- The USACE will be the lead federal agency due to the nexus of requiring a Section 401 Water Quality Certification and Section 404 Regional General Permit 7. The USACE will use the Section 8 Resource Screening Analysis document to obtain clearances from the USFWS and the State Historical Preservation Office (SHPO).

- The project will not require any compensatory mitigation for impacts to the Las Vegas Wash as the location of the new outfall will be in a segment of Las Vegas Wash that is concrete-lined.
- The field surveys for jurisdictional waters (OHWM) will require one day of travel and one day of field work.
- The field surveys for cultural resources will require one day of travel and one day of field work.

102 30% DESIGN PHASE

102.1 Survey

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

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

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

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

102.1.5 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by the City of Las Vegas' City Surveyor. The Record of Survey will show all pertinent information from the control and boundary surveys so as to show the project's location relative to existing roadway alignments, right-of-way lines and found survey monuments. The City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. **The City will not accept the 30% design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

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

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

102.1.8 Survey Monument Inventory. All survey monuments within or adjacent to the limits of proposed construction activities shall be clearly identified on the plan and profile sheets (or demolition/removal sheets when applicable), to aid in the preservation and replacement of survey monuments during construction. Survey monumentation displaced, disturbed, and/or missing within the project limits shall be identified for replacement as a part of the Project Contract Documents in accordance with the City of Las Vegas Unified Development Code.

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

is insufficient in particular areas to complete design topographic survey tasks as listed above, the consultant shall conduct supplemental conventional field survey and update the surface where necessary.

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

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

102.2 Right-of-Way

102.2.1 Consultant's professional land surveyor (Surveyor) will thoroughly conduct research of all available public records necessary to identify and establish the right-of-way limits. This shall include an investigation of all applicable Bureau of Land Management (BLM) files located at their Las Vegas Field Office whenever any portion of the proposed project area occupies BLM property. When available the City shall provide right-of-way records, studies and other available information. Surveyor will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Surveyor shall prepare legal descriptions and exhibits for deed purposes (as part of Additional Services, if required). Consultant will prepare property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Survey & Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Survey & Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction. Consultant will acquire up to 5 title reports. Preparation of legal descriptions for right-of-way or required easements will be paid for under additional services.

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 30% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of AEP exhibit format for review. These exhibits and example formats shall be included with the 30% design submittal.

102.2.4 70% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show all needed right-of-way, easements, AEP's, etc. at the 70% design level. The Consultant shall provide AEP's for up to 5 properties. The Consultant shall update the right-of-way property schedule, outlined in 102.2.1, to create an acquisition status table showing parcel numbers, acquisition type, acquisition status, property owner and contact information.

102.2.5 90% Submittal. Consultant shall update the exhibits showing the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review.

102.2.6 100% Submittal. Consultant shall update the exhibits to show the acquired right-of-way, easements and AEP's. The acquisition status table shall be updated and submitted to the City for review. Consultant shall clearly identify, in the acquisition table, any right-of-way, easements or AEP's that have not been acquired and an explanation for not having acquired the right-of-way, easement or AEP.

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

102.2.8 Deliverables: Exhibits at the 30%, 70%, 90% and 100% submittals as outlined in 102.2.3 through 102.2.6; Letter summarizing Right-of-Way, Easements and AEP status as outlined in 102.2.7; AEP exhibits and title reports.

102.3 Records Review, Information Research and Analysis of Data

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

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

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

102.3.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task. It is assumed that existing traffic signal conduit, conductors and detector loops can be mapped using City-provided as-built drawings, and field work to open pull boxes and locate conduit and conductors will not be needed.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 Work Standards

- Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" (Current Version). A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.
- It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.
- All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor. Surveying activities associated with SUE services shall only be conducted by the surveyor providing control for the project.

102.4.2 Quality Level D Tasks

- Conduct appropriate investigations (e.g. owner records, DOT records, UNCL records, County records, personal interviews, visual inspections, etc.), to help identify utility owners that may have facilities within the project limits or that may be affected by the project.
- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; needed for clarification.

102.4.3 Quality Level C Tasks

- Identify surface features, from project topographic data (if available) and from field observations, which are surface appurtenances of subsurface utilities.
- Survey surface features of subsurface utility facility or systems, if such features have not already been surveyed by a registered professional.
- Survey shall also include determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface utilities, furnished by utility owners for design purposes.

102.4.4 Quality Level B Tasks

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits and/or to trace a particular utility line or system. QL B to be determined after 30% design; QL B task will be paid for by Additional Services.

102.4.5 Quality Level A Tasks

- CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.
- When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
- Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
- Measure and/or record the following information on an appropriately formatted test hole data sheet::
  - For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
  - Elevation of existing grade over utility at test hole.
  - Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
  - Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
  - Approximate centerline bearing of utility line.
  - Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
  - Utility structure material composition, when reasonably ascertainable.
  - Identity of benchmarks used to determine elevations.
  - Utility facility condition.
  - Pavement thickness and type when applicable.
  - Soil type and site conditions.
  - Identity of utility owner/operator.
  - Other pertinent information as is reasonably ascertainable from test hole.
- Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.
- A total of seventy (70) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City. The limit for potholes expands west of Lamb Boulevard to Pecos to identify conflicts in the future design at Pecos and Sandhill.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- As appropriate, amend the indicated quality level of depicted information

102.4.6 **SUE Deliverables**

- Consultant shall prepare a separate "Existing Utility Location Plan" that clearly depict applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:
  - Existing rights-of-way
  - Centerlines and control alignments
  - Easements
  - Existing topographical information
  - All utilities within the project limits
  - QL A test hole locations
- Appropriately formatted test hole data sheets as described in QL A tasks above to be included with the final plans.
- Electronic files of the updated "Existing Utility Location Plan" at each regular submittal.

102.5 Geotechnical Investigation - The Consultant shall provide a Geotechnical Report as detailed below, the drafts of these reports will be included with the 30% Design Phase Submittal:

102.5.1 The Geotechnical Report is a compilation of geotechnical information about the Project site discovered during investigations. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Report shall be made available to bidders for informational purposes only. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

102.5.2 It is anticipated that the geotechnical report may include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
- Excavate up to 8 borings along the alignment. Convert up to 2 borings into temporary groundwater monitoring wells. The Consultant, following completion of sampling and testing, will abandon temporary monitoring wells.
- Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.
- Perform laboratory testing on samples.
- Identify the corrosive characteristics of the soil.
- Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
- Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
- Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
- Provide recommendation and definition for suitable and unsuitable materials.
- Make recommendations for the treatment and/or removal of unsuitable bearing soils.
- Make recommendations for trench safety during excavation.
- Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.
- Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.
- Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- Prepare a hydro-geological report in areas where shallow groundwater is discovered.
- Make recommendation for trench patching.
- If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.

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

102.5.4 **Slug Tests** - Up to two slug tests will be performed within the project right-of-way in monitoring wells installed during the base scope of geotechnical services. One slug test will be performed towards the north end of the alignment and the other towards the south end of the alignment. Each slug test will be performed over a period of up to 8-hours. The slug tests will only be performed if, based on groundwater elevations recorded in the monitoring wells installed under task 102.6.2, dewatering is anticipated to be required during construction of the proposed facilities, otherwise these services will not be performed and the City will not be billed for these services.

- Obtain approved traffic control plans for performing slug tests within the public ROWs.
- During the slug test, a known volume of water in the monitoring wells will be displaced through the introduction of a slug. The resulting increase in groundwater height within the wells and the return of the groundwater to its' static elevations will be recorded versus time during the test. After the test the slug will be removed from the monitoring wells and the traffic rated covers replaced. Monitoring wells will be abandoned by the general contractor during installation of the proposed RCB.
- Data from each test will be analyzed using Aquifer Test Pro software. AquiferTest Pro will be used to evaluate aquifer specific characteristics such as hydraulic conductivity and transmissivity.

- A limited groundwater flow model will be developed using Visual MODFLOW to estimate the quantity of groundwater discharge in gallons per minute (gpm) during construction dewatering activities for groundwater pumping scenarios including performing the entire dewatering all at once, and limiting the dewatering to discreet distances such as 500 or 1,000 feet.
- Results will be presented in a dewatering technical memorandum describing the installation of the monitoring wells, the performance of the slug tests, and the estimated dewatering discharge rate and volumes. In addition, the results of analytical testing performed on groundwater samples under a separate task will be presented in the memorandum.

102.5.5 **Groundwater Sampling** – The Consultant via subconsultant, will obtain 2 samples of groundwater from the monitoring wells (one sample from each of the 2 monitoring wells). The samples will be stored in a cooler on ice and transported to an accredited laboratory for analytical testing. The samples will be tested for parameters listed in EPA 8260B, TPH, and NDEP Profile 1. Results of the analytical testing will be provided in the groundwater technical memorandum described in the Slug Test section. The groundwater sampling will only be performed if, based on groundwater elevations recorded in the monitoring wells installed under task 102.6.2, dewatering is anticipated to be required during construction of the proposed facilities, otherwise these services will not be performed and the City will not be billed for these services.

102.5.6 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

102.5.8 Deliverables: The Consultant shall provide five (5) bound copies of the Geotechnical Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

102.6 30% Design Phase Submittal

102.6.1 Alignment selection in confluence area

- During the feasibility study of Stewart Avenue Storm Drain, the Consultant identified that it is not feasible to connect Stewart Avenue storm drain to Las Vegas Wash at Stewart Avenue through the existing bridge. The Consultant recommended taking the alignment of the storm drain south on Oakford Street before the confluence with Las Vegas Wash. However, the alignment has not been finalized. Consultant shall perform detailed analysis of the proposed alignment after obtaining aerial topography, establishing existing right-of-way and property lines, obtaining field survey of the area, street and property walls, and performing potholes of major utilities.
- Consultant shall review the hydraulics of Las Vegas Wash and determine confluence hydraulics once the alignment is finalized.
- 30% design plans will be based on the final alignment selected during this process.
- 30% and subsequent design plans of the mainline storm drain in Stewart Avenue will also be based on the profile developed during the feasibility study. This profile assumes that the existing 51-inch sewer in Sandhill Avenue was built per plan and the proposed storm drain mainline can be placed below the sewer with at least a 0.20% slope.
- ***Deliverables:*** The consultant shall schedule a workshop with the City and present the proposed alignment before 30% Design Submittal. Consultant shall progress with 30% design submittal after the City's approval of the proposed alignment.

102.6.2 30% Design Phase Plans

- The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas and CCRFCD. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1-inch = 40-foot scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.
- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map

- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Storm Drain Plan and Profiles
- Utility Plans
- Traffic Striping and Signing Plans
- Traffic Lighting Plans, including existing traffic lighting
- Traffic Signal Plans, including existing traffic signal infrastructure

102.6.3 Preliminary Design Report

- The results and summaries of items identified in the preceding work above are to be included in a Preliminary Design Report (PDR). The PDR will include pertinent aspects of the project explored to date, including all design criteria and assumptions used to develop the design and any alternatives. Probable construction costs will be estimated based upon recommendations made in the PDR and will be broken out by funding source. The PDR will include, but is not limited to, the following:
  - Cover page
  - Table of Contents
  - Executive Summary
  - Transmittal memo stamped and signed by the Consultant Project Manager
  - Inventory of existing conditions, including photo library
  - Adjacent completed projects summary
  - Design controls and assumptions
  - Survey Summary (including Record of Survey and approval from City Surveyor)
  - Right of Way Summary (including a summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative)
  - Utility Issues and Conflicts Summary
  - Summary of Permits (including a summary matrix of required permits)
  - Draft Geotechnical Report
  - Draft Geotechnical Interpretive Report
  - Preliminary Drainage Study (including hydraulic analyses of mainline storm drain and confluence with Las Vegas Wash)
  - Construction Cost Estimate and
  - 30% Design Phase Plans
  - Preliminary design completed for feasibility analysis

- Comments received on the Preliminary Design Report will be addressed in writing, and included in the Final Design Report. Adjustments will be made to the associated design and analysis as necessary. Documentation of the changes made such as physical copies of plans, models, and calculations will be submitted with the Final Design Report.

102.6.4 Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.6

- ***Deliverables:*** Submit QC/QA certification letter. Submit quality assurance review set of plans, quantities of materials, and specifications as applicable.

102.6.5 Deliverables: Submit three (3) copies of the Preliminary Design Report to the City; Submit one (1) full size set (24" X 36") and ten (10) half size set (11" X 17") and all associated electronic files of the 30% Design Phase Plans to the City; Submit two (2) copies of the Preliminary Design Report to RFCD; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities and RTC for review.

102.7 Walk Through. After submittal of the 30% Design and the Preliminary Design Report, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

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

102.8 Overall Project Scope, Schedule and Budget Review

102.8.1 As an Additional Service to be authorized by the City, after City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

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

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

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

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

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

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

102.8.3 Consultant is hereby informed of the purpose of the deliverables in **102.8.2** – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

103 70% DESIGN PHASE

103.1 *70% Design Phase Submittal*

103.1.1 Draft Final Design Report and Detailed Hydraulic Analysis – The Consultant shall develop detailed hydraulic models for the conveyance facilities using HEC-RAS, WSPG or other appropriate computer programs. The hydraulic models will provide information on the hydraulic grade line, energy grade line, flow velocity and depth and other pertinent hydraulic parameters. The storm drain facilities and lateral pipes will be included in the hydraulic models. In addition, riprap rock and drop inlet sizing calculations will be performed. If required 10 year and 100 year hydraulic analysis facility sizing and cost estimates will be prepared to determine RTC versus RFCD costs.

Documentation of the hydraulic analyses will be compiled and submitted in a Draft Final Design Report. This report will also include any information, calculations or models that were revised since the Preliminary Design Report was submitted.

103.1.2 Deliverables: Submit three (3) copies of the Draft Final Design Report to the City, Submit two (2) copies of the Draft Final Design Report to RFCD.

103.1.3 70% Design Phase Plans – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Construction Details
- Storm Drain Plan and Profiles (including lateral plan and profiles)
- Storm Drain Details
- Utility Plans
- Existing Utility Location Plan (SUE Plans)
- Traffic Striping and Signing Plans
- Traffic Lighting Plans
- Traffic Signal Plans, including existing traffic signal infrastructure
- Grading Details for all sidewalk ramps (up to 4)
- Special Details as required for the Project
- School Flashers
- FAST Interconnect Plans
- Detour Plans
- Design Exception Memorandum
- DTM Earthwork cross-sections plotted at 50 foot intervals and/or grade breaks with cut and fill quantities

- ***Deliverables***: Submit ten (10) copies of the half scale plans (11" X 17") and one (1) copy of full size plans (24" x 36"), responses to comments, and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to RFCD; Submit copies of 70% Plans to utilities and RTC (size determined by each individual Utility Company) as necessary for review by the utility companies.

103.1.4 70% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

103.1.5 Deliverables: Submit the 70% cost estimate by funding source to the City in both hard copy and electronic format (excel spreadsheet, pdf format will not be accepted); Submit, two (2) copies of the 70% cost estimate to RFCD.

103.1.6 **Not Used**
103.1.7 **Not Used**
103.1.8 **Not Used**

103.1.9 Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.

103.1.10 Deliverables: Submit QC/QA certification letters. Submit quality assurance review set of plans, quantities of materials, and specifications.

103.2 ***Draft Maintenance of Traffic (MOT) Memorandum*** - Consultant shall identify, evaluate, and address impacts to the transportation system that may result from the project in the form of a MOT Memorandum. The MOT Memorandum shall address traffic restrictions, limitations of

operations, and countermeasures, as necessary, according to project requirements. The MOT Memorandum shall include identifying and maintaining the suggested routes to school. Consultant shall schedule and attend a MOT meeting with the City Traffic Engineering Division.

103.2.1 Deliverables: Submit one (1) copy of MOT Memorandum to the City.

104 90% DESIGN PHASE

104.1 90% Design Phase Submittal

104.1.1 Final Design Report - Consultant shall compile all comments and written responses to comments along with all final design information, calculations and models and include in a standalone Final Design Report to be used as a record for the basis of design for the project. The Final Design Report shall include all information included in the PDR and Draft Final Design Report and all associated revisions made as applicable.

104.1.2 **Deliverables**: Submit three (3) copies of the Final Design Report to the City, Submit two (2) copies of the Final Design Report to RFCD.

104.1.3 90% Design Phase Plans – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions and shall be checked against the geotech report to verify compatibility of the design. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements.

104.1.4 **Deliverables**: Submit ten (10) copies of the half scale plans (11" X 17") and one (1) copy of full size plans (24" x 36"), response to comments, and all associated electronic files to the City: Submit, two (2) copies of the half scale plans, to RFCD. Submit copies of 90% Plans to utilities and RTC (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.5 90% Design Phase Construction Cost Estimate - a Project cost estimate broken out by funding source, bid item, and plan sheet shall be prepared by the Consultant.

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

104.1.6 90% Design Phase Special Provisions - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada. All items of construction shown on the 90% Project Plans shall be represented in the Special Provisions as bid items utilizing the corresponding related specification section's nomenclature. The applicable items shall be described for the method of "Measurement" and "Payment" subsection for each section.

- ***Deliverables:*** Submit five (5) copies of the bound Special Provisions to the City; Submit two (2) copies of the bound Special Provisions to RFCD

104.1.7 **Not Used**

104.1.8 Final Maintenance of Traffic (MOT) Memorandum - This submittal will include further refinement of the MOT Memo submitted at 70% to reflect 90% completion and response to comments.

- ***Deliverables:*** Submit one (1) copy of MOT Memorandum to the City.

104.1.9 Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.

- ***Deliverables:*** Submit QC/QA certification letter. Submit quality assurance review set of plans, quantities of materials, and specifications.

104.2 90% Walk Through - At the direction of the City, Consultant shall schedule a walkthrough of the Project with City of Las Vegas personnel and other stakeholders (as determined by the City) during the 90% Design Phase period. An inventory of all items of work shown on the plans will be verified and compared to field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions. The Consultant will note any changes or adjustments to the plans as needed to fit field conditions and incorporate these changes into the 100% Design Phase Submittal.

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

104.4 **Project Presentations** - Consultant shall prepare for and make Project presentations to any organization or board, including preparation of graphics and backup information. The following presentations are anticipated:

104.4.1 Regional Flood Control District Citizens Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.4.2 Regional Flood Control District Technical Advisory Committee - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.4.3 Regional Flood Control District Board - Consultant shall prepare graphic presentation materials and backup information required for agenda items in accordance with CCRFCD Policies and Procedures

104.4.4 Deliverables: Board attendance; backup materials; presentation materials.

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

105 100% DESIGN PHASE

105.1 The 100% submittal shall include all the elements of Section 104, which shall be advanced to a completed level of design and shall incorporate comments from the 90% submittal. The 100% submittal will consist of two steps: (1) a 100% pre-final (bond) submittal will be made for final comment by the City and RFCD and (2) the Consultant will incorporate all comments on the pre-final submittal into the 100% final (bond) submittal. Plan set bond and copies sealed in accordance with NRS 625, sealed Special Provisions, including Bid Proposal and Construction Cost Estimate shall be submitted to the City. The Engineer's estimate broken out by bid item, plan sheet and funding source will be submitted as a Microsoft Excel Work Sheet electronic file. The Consultant shall coordinate with utility companies and obtain all utility signatures on the Cover Sheet and elsewhere in the plans as required. Consultant shall submit a pre-final bond set of the final plans before preparing the final bond set for this project.

105.2 ***Deliverables for the 100% Pre-Final (Bond) Submittal:*** Submit three (3) copies of the half scale plans, one (1) full size plan, all associated electronic files, three (3) copies of the bound Special Provisions and 100% Pre-final Cost Estimate by funding source to the City. Submit two copies of structural calculations to the City; Submit four copies of 11" X 17" Construction Easement Maps and three sets of mail labels of property owners for any requested easements to the City; Submit two copies of the half scale plans, bound Special Provisions and 100% Pre-final Cost Estimate by funding source and two copies of structural calculations to RFCD. Consultant shall submit the 100% Pre-Final (Bond) Submittal to the various utility companies for review.

105.3 ***Deliverables for the 100% Final (bond) Submittal:*** One set of 24" X 36" bond plan sheets stamped and signed by a Nevada P.E. which includes the cover sheet containing all approval signatures; One set of original Special Provisions (unbound) stamped and signed by a Nevada P.E.; One copy of the Final Cost Estimate in the City's Bid Schedule Format; Submit two copies of the half scale plans, bound Special Provisions, all associated electronic files and 100% Final Cost Estimate by funding source and two copies of final structural calculations. One copy of the Final Plans shall be submitted to each of the Utility Companies; An electronic copy of the estimated construction schedule in Microsoft Project format will be submitted to the City; Electronic copies of both the plans (AutoCAD Civil 3D version 2018 or newer) and Special Provisions (Microsoft Word format) shall be submitted to the City. The Engineer's estimate will be submitted as a Microsoft Excel Work Sheet electronic file.

106 BID PHASE

106.1 ***Pre-Bid Conference***

106.1.1 The Consultant shall attend the pre-bid conference

106.2 ***Bid Requests and Responses***

106.2.1 Consultant shall respond to questions raised by bidders during the bidding process. Decisions on issuing addenda will be conducted by the City. The Consultant will draft required specifications, plan changes and clarifications for the City to include in any addenda.

106.3 ***Bid Opening***

106.3.1 At the City's request, the Consultant shall attend the bid opening and review the bid abstract and contractor qualifications.

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

106.4 ***Conformed Specifications and Drawings***

106.4.1 Subsequent to bid opening, the Consultant shall prepare and issue a conformed set of specifications and drawings which incorporate any modifications and/or clarifications issued during the Bid Phase. It is assumed that up to 2 drawings and 2 spec sections will need to be updated. Within 14 calendar-days after bid opening, the consultant shall submit two copies of the half-scale plans, two full-size plans, all associated electronic files, three copies of the bound Special Provisions to the City. Both the hard-copy and electronic versions shall be clearly marked as "Conformed" and include the date of issuance.

107 Not Used

108 Not Used

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

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

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

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

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

301 PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	210	
City, RFCD Review	30	
70% DESIGN PHASE	190	
City, RFCD Review	30	
90% DESIGN PHASE	170	
City, RFCD Review	30	
100% PRE-Final	43	
City, RFCD Review	30	
100% Final	47	
BID PHASE	90	
TOTAL CALENDAR DAYS TO COMPLETE:	**870**	

302 DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

303 CONSTRUCTION

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

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$1,482,340.00**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a multiplier of 3.0, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$1,322,530.00	

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

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing direct salaries and subconsultant costs as detailed in Exhibit E. Work performed will be invoiced and paid in accordance with Section Seven.

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

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101	PRELIMINARY AND GENERAL ITEMS	
101.1	Project Management	$ 26,100.00
101.2	Kick-Off Meeting and Progress Meetings (15)	$ 27,750.00
101.3	Utility and Agency Coordination	$ 30,810.00
101.4	Project Permits	$ 4,380.00
101.5	Not Used	$ -
101.6	Section 8 Screening	$ 37,020.00
101	Subtotal Hours	
101	Subtotal Fee	$ 126,060.00
102	30% DESIGN PHASE	
102.1	Survey	$ 75,470.00
102.2	Right-of-Way	$ 37,500.00
102.3	Records Review, Information Research and Analysis of Data	$ 33,750.00
102.4	Subsurface Utility Engineering (SUE) Services	$ 121,990.00
102.5	Geotechnical Investigation	$ 54,310.00
102.6.1	Alignment Selection in Confluence Area	$ 12,975.00
102.6.2	30% Design Phase Plans	$ 99,960.00
102.6.3	Preliminary Design Report	$ 65,210.00
102.6.4	Quality Control/Quality Assurance Review	$ 33,300.00
102.7	Walk Through	$ 2,880.00
102	Subtotal Hours	
102	Subtotal Fee	$ 541,345.00
103	70% DESIGN PHASE	
103.1.1	Draft Final Design Report	$ 62,850.00
103.1.3	70% Design Phase Plans	$ 210,720.00
103.1.4	70% Design Phase Construction Cost Estimate	$ 12,090.00
103.1.9	Quality Control/Quality Assurance Review	$ 17,160.00
103.2	Draft Maintenance of Traffic (MOT) Memo	$ 7,890.00
103	Subtotal Hours	
103	Subtotal Fee	$ 310,710.00
104	90% DESIGN PHASE	
104.1.1	Final Design Report	$ 50,550.00
104.1.3	90% Design Phase Plans	$ 134,580.00
104.1.5	90% Design Phase Construction Cost Estimate	$ 11,430.00
104.1.6	90% Design Phase Special Provisions	$ 17,385.00
104.1.8	Final Maintenance of Traffic (MOT) Memo	$ 4,620.00
104.1.9	Quality Control/Quality Assurance Review	$ 15,480.00
104.2	90% Walk Through	$ 2,880.00
104.3	Bidability and Constructability (B&C)	$ 4,920.00
104.4	Project Presentations	$ 6,480.00
104.5	Finalize Permit Applications	$ 2,970.00
105	Subtotal Hours	
105	Subtotal Fee	$ 251,295.00
105	100% DESIGN PHASE	
105.1.2	100% Pre-Final (Bond) Submittal	$ 61,170.00
105.1.3	100% Final (Bond) Submittal	$ 21,240.00
105	Subtotal Hours	
105	Subtotal Fee	$ 82,410.00
106	BID PHASE	
106.1	Pre-Bid Conference	$ 480.00
106.2	Bid Requests and Responses	$ 7,320.00
106.3	Bid Opening	$ 480.00
106.4	Conformed Specifications and Drawings	$ 2,430.00
106	Subtotal Hours	
106	Subtotal Fee	$ 10,710.00
	Total Basic Services Hours	8,648
	Total Basic Services Fee	$ 1,322,530.00

402 ADDITIONAL SERVICES ALLOWANCE

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

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

402.3 The Consultant shall be compensated for Additional Services in accordance with the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$159,810.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:

- Addenda – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.
- Additional Topographic Survey – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
- As-Builts – As requested by the City, Consultant shall provide As-Builts.
- Construction Assistance – As required by the City, Consultant shall attend progress meetings during construction of the Project.
- Dam Safety Permit – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
- Drainage Study – As required by the City, Consultant shall prepare a Drainage Study for the Project.
- Facility Specific Environmental Assessment – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
- Hydrology and Hydraulics – As required by the City, Consultant shall provide additional hydrology and hydraulics.
- Master Plan Amendment – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
- Public Meetings – As required by the City, Consultant shall attend and participate in public meetings.
- Removal of Inflow/Infiltration Sources to Sanitary Sewer System – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
- Right-of-Way – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.
- Section 404 Permit Application – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
- Sewer Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
- Slope/Embankment Design – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
- Storm Drain Retrofit Design – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
- Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
- Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.

- Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
- Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities
- Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers

CLASSIFICATION	MAXIMUM HOURLY RATE
QC / Sr. Technical advisor	$120
Sr. Project Manager	$110
Project Manager	$90
Sr. Project Engineer	$90
Project Engineer	$50
Senior Designer	$50
Technician / Designer	$45
Engineering Intern	$40
CAD	$40
Clerical	$40
PLS	$70
2-Man Survey Crew	$80

501 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

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

501.4 The Consultant agrees to provide services in connection with the Project, which are in addition to those required by Exhibit "A" for Basic Services, as Additional Services if so requested by the City in writing. Such requests may include, but are not limited to, and are not necessarily indicated by this statement as being Additional Services rather than Basic Services: (i) significant changes in the Project's size, quality,

complexity, budget, or time schedule, (ii) changes required due to conflicting instructions previously given by the City, (iii) changes required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, (iv) services concerning the replacement of that portion of the Project damaged by fire or other cause, and (v) services made necessary by the default or failure of the Contractor including major defects or deficiencies in the construction.

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	$ 101,640.00
	Additional Survey/ ROW	$ 35,670.00
	Construction Assistance	$ 22,500.00
	Total Additional Services - Hours	1,102
	Total Additional Services - Fee	$ 159,810.00

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

502.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

502.5 Estimated Travel and per diem expenses are included not-to-exceed the Basic Services Fees, Additional Travel expenses incurred prior to written authorization shall not be considered for reimbursement.

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

502.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

502.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Nicole Melton, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Jeremy Leavitt, P.E

601 CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

601.1.1 **CONSULTANT REPRESENTATIVE** Matt Wilkinson

601.1.2 **CONSULTANT REPRESENTATIVE'S SUPERVISOR:** Rebecca A. Katzke

601.1.3 **PROJECT MANAGER:** Matt Wilkinson

601.1.4 **RESPONSIBLE IN CHARGE PERSON:**
List name of individual Engineer as licensed: Matt Wilkinson

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number: 016420

602 CONSULTANT'S SUBCONSULTANTS

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

602.1.1 AERIAL MAPPING: Aerotech

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: N/A

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.1.9 GEOTECHNICAL ENGINEER: Ninyo & Moore

602.1.10 LAND SURVEYOR: N/A

602.1.11 POTHOLING: KCI Technologies, Inc.

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period
Invoice Date:

Consultant:
Project Number:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	**PRELIMINARY AND GENERAL ITEMS**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
102	**PRELIMINARY DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review: Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	Conceptual Alternatives				$0.00	$0.00			
102.6.1.2	Bridge Conceptual Deisgn and Front Sheet				$0.00	$0.00			
102.6.2	Hydraulic Analysis				$0.00	$0.00			
102.7	Walk Through				$0.00	$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				$0.00	$0.00			
103	**70% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
103.1.1	Design Report and Detailed Hydraulic Analysis - NOT USED				$0.00	$0.00			
103.1.2	70% Design Phase Plans				$0.00	$0.00			
103.1.2a	70% Structural Design				$0.00	$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				$0.00	$0.00			
103.1.4	70% Special Provisions-NOT USED				$0.00	$0.00			
103.1.5	ADA/FHWAG Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
103.3	Structures				$0.00	$0.00			
104	**99% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.2a	90% Structural Design				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Final ADA/FHWAG Design Memorandum				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	Sizability and Constructability (S&C)				$0.00	$0.00			
104.5	Finalize Permit Applications				$0.00	$0.00			
105	**100% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
105.1.2	100% Pre-Final (Bond) Submittal				$0.00	$0.00			
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
105.1.3a	Final Structural Design				$0.00	$0.00			
106	**BID PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
107	**CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
108	**POST CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Not-to-Exceed Total Basic Services Fee	**$0.00**	**$0.00**						

	Additional Services Allowance:								
ASR#	**Total Additional Services Authorized**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
1	0				$0.00	$0.00			
2	0				$0.00	$0.00			
3	0				$0.00	$0.00			

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	$0.00	$0.00	
Authorized Additional Services:	$0.00	$0.00	
Unauthorized Additional Services Remaining:		$0.00	

Total PO Amount:	**$0.00**
Total Contracted Amount:	**$0.00**
Total Billed to Date:	**$0.00**
PO Balance:	**$0.00**
Contract Balance:	**$0.00**

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT H
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS
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: Atkins North America, Inc.	
Address: 2270 Corporate Circle, Suite 200	**City / ST / Zip:** Henderson, NV 89074
Telephone: 702-263-7275	**EIN or DUNS :**
Block 2: Description / Subject Matter of Contract	
Services for: Design of Stewart Avenue Storm Drain – Lamb Boulevard to Las Vegas Wash	**Project Number:**

Block 3: Type of Business

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1	Atkins North America, Inc. is a wholly owned subsidiary of The Atkins North America Holdings Corporation. The Atkins North America Holdings Corporation is a wholly owned subsidiary of SNC-Lavalin Group, Inc. (traded on the Toronto, Canada exchange). The Atkins North America Holdings Corporation and Atkins North America, Inc. do not own shares in the SNC-Lavalin Group, Inc.	4030 West Boy Scout Boulevard, Ste. 700 Tampa, FL 33607	803-282-7275
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.

_____
Signature

_____
Date

Subscribed and sworn to before me this _____day of _____, 20_____

_____
Notary Signature

EXHIBIT H
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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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.

BECKY THOENNES
Notary Public, State of Nevada
Appointment No. 18-1267-1
My Appt. Expires Feb 1, 2022

Signature

10/2/20
Date

Subscribed and sworn to before me this 2nd day of October, 2020

Becky Thoennes
Notary Signature

Rev 06.2018

EXHIBIT H
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CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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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.

BECKY THOENNES
Notary Public, State of Nevada
Appointment No. 18-1267-1
My Appt. Expires Feb 1, 2022

Signature

10/2/20
Date

Subscribed and sworn to before me this 2nd day of October, 2020

Becky Thoennes
Notary Signature

Rev 06.2018

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve award of Contract No. 210106-DD, Prime Design Services Contract for Farm Road - Tule Springs Road to Tenaya Way - Department of Public Works - Award recommended to: STANLEY CONSULTANTS, INC. ($291,126.60 - Road and Flood Capital Projects Fund) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $291,126.60
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The contract provides for 30% design of the Farm Road from Tule Springs Road to Tenaya Way project, which includes pavement rehabilitation, storm drain facilities, and traffic signal modifications. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2020 Statement of Qualifications process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1. (b), Professional Services. Stanley Consultants, Inc. has an office located in Las Vegas, NV.

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

BACKUP DOCUMENTATION:
1. Contract No. 210106-DD
2. Certificate - Disclosure of Ownership/Principals

PRIME DESIGN SERVICES CONTRACT
FOR
FARM ROAD – TULE SPRINGS ROAD TO TENAYA WAY

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas, Nevada 89101, and **STANLEY CONSULTANTS, INC.**, (the "Consultant"), **a CORPORATION** (LLC, CORP), whose address is **5280 s. Eastern Avenue, Suite 200, Las Vegas, NV, 89119**.

PROJECT DESCRIPTION: 30% design of Farm Road from Tule Springs to Tenaya including pavement rehabilitation, storm drain facilities, traffic signal modifications, ITS infrastructure, and ADA/PROWAG upgrades.

W I T N E S S E T H:

WHEREAS, the City intends to construct the Farm Road – Tule Springs to Tenaya (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

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

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

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

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

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

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

1.8 ***Responsibility for Construction Document Revisions***

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

1.8.2 ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

2.0 CITY RESPONSIBILITIES

2.1 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's

policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

3.2 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.19.2 and 10.19.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:

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

5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,

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

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

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

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

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.04. 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 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

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, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt

by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.19.1 of this Contract.

7.6 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.19 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

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

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

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.4 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

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

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
10.3.1.2 (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or
10.3.1.4 fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

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

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

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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.19. In the event that the City elects to implement 10.3.1.2 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

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

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

10.4.1 ***Delivery of Documents.***

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

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this

Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 of this Contract for any disputed payment claims.

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

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

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

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

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

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all

vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.4 ***Professional Liability Insurance*** (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract.

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

10.5.6 All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

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

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand ($100,000) without the prior written approval of the City.

10.5.9 Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

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

10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.

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

10.5.14 ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 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.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, 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 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.7 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

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

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

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

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

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

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

"Boycott of Israel" means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial

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

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

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

10.15.1 ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 ***Requirements.*** Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any

Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

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

10.20 ***Claim or Dispute Resolution***

10.20.1 ***Notice of Claim or Dispute.*** For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the

Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20.3. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

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

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

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

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Abbe Yacoben, Acting Purchasing and Contracts Manager

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 11/30/2020
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
Marvinetta Hartwig, Vice President

LIST OF EXHIBITS

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " EXAMPLE INVOICE

EXHIBIT " H " CERTIFICATE OF DISCLOSURE

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL INFORMATION

100.1 PROJECT OVERVIEW DESCRIPTION

The Project consists of providing project management and preliminary design engineering services for pavement rehabilitation, storm drain facilities, traffic signal modifications, and ADA/PROWAG upgrades along Farm Road from Tule Springs to Tenaya. Project improvements also include, but are not limited to, sidewalks and sidewalk ramps, pedestrian crossings and modifications, striping, addition of traffic calming medians, lighting upgrades, pavement transitions at the intersection of Tenaya, and design of communications infrastructure. Storm drain facilities to be designed along Farm Road, as needed, with new facilities required from Virginia Dale Street to Cimarron Road. The project will also assess median modifications west of Tule Springs to provide regional bike lane connectivity.

100.2 Construction Cost Budget

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

100.2.2 Construction Cost Budget: To Be Determined

100.3 Project Contact Information

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

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

100.4 Plan Control and Standards

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

- Policy on Geometric Design of Highways and Streets (AASHTO)
- Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada
- Uniform Standard Drawings for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada, Volume I and Volume II
- Regional Transportation Commission of Southern Nevada Policies and Procedures

- Nevada Department of Transportation (NDOT) Standard Plans for Road and Bridge Construction and NDOT Standard Specifications for Road and Bridge Construction
- Manual on Uniform Traffic Control Devices
- Clark County Regional Flood Control District's Hydrologic Criteria and Drainage Design Manual
- Las Vegas Valley Flood Control Master Plan Update (MPU), current edition
- Central Neighborhood Flood Control Master Plan, Volume I & II, March 2005
- Las Vegas Valley Water District (LVVWD) Rules and Regulations
- Uniform Design and Construction Standards for Water Distribution Systems, Clark County, Nevada
- Design and Construction Standards for Wastewater Collection Systems, Southern Nevada
- Freeway and Arterial System of Transportation (FAST) standards
- National Association of City Transportation Officials – Urban Bikeway Design Guide & Urban Street Design Guide

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

100.5 Changes to Scope of Services

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

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

100.6 Responsibilities of the Consultant

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

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

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

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

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

100.6.6 The Consultant shall perform Quality Control/Quality Assurance (QC/QA) reviews for all design phase submittals and make all corrections and/or revisions on all reports, drawings, specifications, and any other documents prior to each design phase submittal. All design phase submittals shall include a letter from the Consultant verifying that all QC/QA reviews have been performed by the Consultant and corrections made prior to submitting to the City. Consultant shall furnish a copy of the QC/QA review set of plans and specifications.

100.6.7 The Consultant shall estimate the quantities of materials for the Project using care and skill employed by professionals engaged in similar tasks. The Consultant shall attest to the accuracy of the plan quantities provided by the Consultant for the bid schedule and that such quantities have been checked by two (2) independent calculations and any differences reconciled. Plan sets with approximate quantities broken out per plan sheet shall be furnished to the City upon request. The Consultant shall attend a special quantity review meeting if necessary and as directed by the City.

100.6.8 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.

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

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

100.6.12 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. When complying with NRS 338.140 by listing multiple manufacturers in the specifications, the Consultant shall review options with the City and select the most available, standard, or economical manufacturer's model to fully engineer and include in the bid documents. Should the contractor propose one of the other

manufacturers listed in the specifications after award, the cost of the other listed manufacturer's effect on the documents and the construction shall be borne by the contractor, except that the Consultant shall have the duty to cooperate with the contractor in reviewing the proposal for design compliance (including the contractor provided structural calculations) and providing revisions to the Consultant's documents as required to accommodate the proposed change. Such revisions to the Consultant's documents may be an Additional Service, which shall be approved in writing by the City prior to the Consultant making any revisions and charged to the contractor by change order.

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

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

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

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

100.6.17 Plan and Special Provision Production and Submission

- All Drawings shall be prepared using Autodesk's AutoCAD Civil 3D version 2018 or newer in accordance with current city of Las Vegas CAD standards, which are found on the city's website.
- The design process used to generate the construction documents for the system will be three dimensional, which means that all finite elements will have an x, y, and z coordinate. The improvement plans for the project will be produced using AutoCAD Civil 3D objects:
- The aerial topography will be converted to a three-dimensional surface of the existing topography
- The system, including sewer, storm drain laterals, will be designed using Pipe Networks resulting in a fully three-dimensional (3-D) model of the proposed system
- Crossings of the sewer and storm drain system by existing utilities will be included in the 3-D model and based on pothole data
- Proposed relocations of water and sewer will be designed three-dimensionally using Pipe Networks
- Grading of any channel or roadway-type structures will be performed using Corridors to produce a 3-D model
- Three-dimensional grading where more site specific information is required will be accomplished using Feature Lines
- Surface elements of the design will be designed three-dimensionally
- All curb ramps shall have detailed grading information to show compliance with PROWAG
- Intersection grading shall be provided at a level of detail necessary to allow construction to applicable tolerance
- Field survey of the existing utilities, structures, field shots, and supplemental survey (locations and elevations) will be incorporated into the 3-D surface of the existing topography

- Specifications shall be prepared in City standard format using the software program Microsoft Word 2016 or newer release. The use of any other software for plan or specifications production requires prior written approval from the City's Representative.

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

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

- For each design submittal, the Consultant will submit electronic files of the AutoCAD files, including drawings and data files, and an Adobe Portable Document Format (PDF) file, 11"x17" print size, for each plan sheet submitted. For the 30% Submittal, Adobe PDF files will only be required for the Design Report and will not be required for the roll plot submittal. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format and one comprehensive Adobe PDF file, with appropriate formatting, of the entire set of Special Provisions. All electronic files shall be submitted on either a CD-ROM, DVD disk, or other electronic media that can be read by any industry standard hardware. If electronic files are not submitted with the hard copy design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected, all costs for the resubmittal shall be borne by the Consultant.

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

100.7 Cost Estimates

100.7.1 The Consultant shall prepare and provide a detailed Construction Cost Estimate with each submittal. The cost estimate shall be prepared as directed by the City using the software program Microsoft Excel 2016 or newer release. The Consultant will provide unit costs, quantities and other estimating parameters for each component or work, reflecting current market conditions and costs. The Consultant will reconcile each successive estimate to the one provided at the preceding submittal. The Consultant shall incorporate appropriate contingencies based on the completed level of design. If the cost estimate is not included in the design submittal, the City will consider the design submittal incomplete and may reject the submittal in its entirety. If rejected all costs for the resubmittal shall be borne by the Consultant.

100.8 Construction Change Orders

100.8.1 The City has a formal construction contract change order approval process. Proposed construction change orders are negotiated and reviewed by City Engineering and Construction Management staff (and the construction management consultant when one has been retained). Construction change orders are then reviewed for approval by the City Change Order Committee. Part of that approval process will be checking a box on the Change Order Tracking Form indicating the reason for the construction change order based on information available to the committee at that time. If the construction change order appears to relate to a consultant design deficiency then either the Reason Code box "E&O Value" or "E&O No

Value" will be checked. "E&O" value will be checked if it appears the apparent design deficiency results in added cost to the project but all, or a substantial part, of that cost would have been incurred in the original bid if the deficiency did not exist. "E&O No Value" will be checked if it appears that little or no cost to the project would have occurred if the deficiency did not exist. The City may use this data, as well as any other relevant data, in exercising its rights under this Contract to seek compensation for Consultant errors and omissions.

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

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

100.9 Responsibilities of the Consultant

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

Upon written agreement with both parties an intermediate design submittal may be changed in definition of percentage complete without change to the basic service fee amounts (for example changing the 70% submittal to a 50% submittal). The written agreement would detail any resulting change in billing schedule. Should an additional submittal be requested by the City (for example adding a 50% submittal in addition to a 30% and a 90% submittal) this work would be paid for in accordance with Section 3.01, 3.02 and 7.02 of this Contract.

- Section 101 – Preliminary and General Items
- Section 102 – 30% Design Phase

100.10 Responsibilities of the City

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

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

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

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

100.11 City's Review Process

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

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

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

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

101 PRELIMINARY AND GENERAL ITEMS

101.1 Project Management

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

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

101.1.3 Invoices shall be in the same format and include the same information as specified in the example invoice provided in Exhibit G. The associated certified payrolls and/or time cards shall be included with each invoice. In addition, a copy of the current project schedule must be submitted with each invoice

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

101.1.5 Project Management Software. Upon City request, Consultant shall utilize the City's online project management software for contract administration including, but not limited to: invoices, project submittals, schedules, and reports.

101.2 Kick-Off Meeting and Design Progress Meetings

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

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

101.2.3 Consultant shall attend approximately four (4) progress/coordination meetings to be held with the City, other relevant agencies and utility companies. Design Progress meetings shall be conducted on a monthly basis, or a time frame approved by the City's Representative, at the City's offices and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

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

101.3 Utility and Agency Coordination

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

- Clark County Regional Flood Control District ("CCRFCD")
- Clark County Department of Public Works

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

101.3.2 The Consultant shall prepare a utility conflict schedule and pothole plan to advise the City's Representative of any utility conflicts, coordinate utility requests for information, monitor status of proposed utility projects within the projects limits and meet as required with utility companies to resolve conflicts. Utility base drawing will be developed within the SUE Task.

- Preparation of minor utility relocation plans will be incidental to each Design Phase Tasks. **Major utility relocation design plans are not anticipated, unless otherwise mentioned in this scope of services, and will be paid for separately under Additional Services Tasks upon separate authorization by the City.**
- Coordination with utilities including but not limited to, coordinate utility requests for information, coordinate with utility companies to develop utility company relocation plans, coordinate and assist City's Representative with utility company agreements, preparation, by the Consultant, of information needed for new services, coordination for new services for City facilities (such as power service for street lights and traffic signals and water hookups for City irrigation lines), meet as required with utility companies to resolve conflicts and project coordination, and exhibits. Submittal of Design Phase Plans are not a part of the Task, they will be part of each Design Phase Plan submittal. Utility signatures are not part of this Task, they will be part of the 100% Design Phase Task.
- Nothing in this section shall be construed as preventing this Exhibit "A" from specifically detailing the Consultant's scope for anticipated minor utility relocations and/or new service connections with individual tasks identified and associated man hours and costs shown in Exhibit "D" when warranted.

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

101.3.4 The Consultant shall submit design plans for review from the various utility companies for the 30% submittal.

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

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

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

101.3.8 Deliverables: Project Plans to be sent to the Utility Companies at 30% design submittal.

101.4 Project Permits

101.4.1 Consultant shall identify all permits needed for the Project.
101.4.2 The following permits are anticipated for this project :

- Clark County Offsite Permit

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

101.4.4 Deliverables: Matrix of required permits

101.5 Not Used

101.6 Not Used

102 30% DESIGN PHASE

102.1 *Survey*

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

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

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

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

102.1.5 Record of Survey. The Consultant shall provide a Record of Survey to be reviewed by the City of Las Vegas' City Surveyor. The Record of Survey will show all pertinent information from the control and boundary surveys so as to show the project's location relative to existing roadway alignments, right-of-way lines and found survey monuments. The City Surveyor must approve the Record of Survey prior to recordation with the Clark County Recorder. **The City will not accept the 30% design submittal unless the Record of Survey is formally submitted and approved in writing by the City Surveyor.**

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

102.1.7 Survey Control Plan. A Survey Control Plan shall be included in the plan set to show all elements included in the Record of Survey. An "embedded" Record of Survey is acceptable. All Survey Control Plans must be stamped by a Nevada

licensed Professional Land Surveyor (PLS) per NAC 625. A separate Horizontal Control Plan showing proposed project geometry may be utilized in the plan set stamped by a Nevada licensed Professional Engineer (PE) per NAC 625.

102.1.8 Survey Monument Inventory. All survey monuments within or adjacent to the limits of proposed construction activities shall be clearly identified on the plan and profile sheets (or demolition/removal sheets when applicable), to aid in the preservation and replacement of survey monuments during construction. Survey monumentation displaced, disturbed, and/or missing within the project limits shall be identified for replacement as a part of the Project Contract Documents in accordance with the City of Las Vegas Unified Development Code.

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

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

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

102.2 ***Right-of-Way***

102.2.1 Consultant's professional land surveyor (Surveyor) will thoroughly conduct research of all available public records necessary to identify and establish the right-of-way limits. This shall include an investigation of all applicable Bureau of Land Management (BLM) files located at their Las Vegas Field Office whenever any portion of the proposed project area occupies BLM property. When available the City shall provide right-of-way records, studies and other available information. Surveyor will establish existing property lines and label all lots with the current owners name and APN and encumbrances in areas where right-of-way is to be acquired. Consultant will identify any additional right-of-way to be acquired. Consultant will prepare right-of-way drawings showing existing rights-of-way and easements and proposed rights-of-way and easements. For all right-of-way which must be acquired, Surveyor shall prepare legal descriptions and exhibits for deed purposes. Consultant will prepare property maps showing topographic areas, easements and vesting. Consultant shall coordinate with the City's Survey & Right-of-Way Section in the preparation of a right-of-way property schedule (all rights to be obtained or vacated, easements, rights of entry, construction easements as well as current status of the City's acquisitions) and regularly review and redline this schedule as to current status in coordination with the City's Survey & Right-of-Way Section. Where existing property is to be disturbed by construction, Consultant shall prepare 8 ½" X 11" exhibits to be sent to affected property owners showing the location of Authorization to Enter Property (AEP) and the nature of the construction.

New title Reports are not expected to be required for this project. If needed, it shall be the City's responsibility to obtain.

102.2.2 Based on the 30% design, the Consultant will identify any additional right-of-way, including permanent right of way and easements and authorizations to enter property ("AEP") to be acquired. A summary of proposed right of way acquisition will be provided by the Consultant in Microsoft Excel 2016 format in the format provided by the City Representative. During the 30% design review, the City will work with the Consultant to finalize project right-of-way requirements.

102.2.3 30% Submittal. Consultant shall prepare exhibits with an appropriate scale that shall show the project and identify all existing right-of-way and existing easements. Areas identified (preliminarily) for proposed right-of-way acquisition shall be shown on the exhibit and differentiated from existing right-of-way by color coding. In addition, Consultant shall provide an example format of right-of-way legal descriptions and AEP exhibit format for review. These exhibits and example formats shall be included with the 30% design submittal.

102.2.4 Deliverables: Exhibits at the 30% submittal as outlined in 102.2.3

102.3 *Records Review, Information Research and Analysis of Data*

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

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

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

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

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 Work Standards

- Except as may be modified or specified herein, or otherwise approved by CLV, the collection and depiction of information, and any required submittals, shall conform to the applicable provisions of CI/ASCE 38-02, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" (Current Version). A copy of CI/ASCE 38-02 may be ordered from the American Society of Civil Engineers at www.asce.org.
- It is intended that this Scope of Work be construed harmoniously with CI/ASCE 38-02; however, in the event of conflict, the provisions of this Scope of Work shall take precedence.
- All surveying activities associated with SUE services as defined herein shall be conducted only by a Nevada Professional Land Surveyor. Surveying activities associated with SUE services shall only be conducted by the surveyor providing control for the project.

102.4.2 Quality Level D Tasks

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

- Collect applicable records (e.g., utility owner base maps, "as built" or record drawings, permit records, field notes, geographic information system data, oral histories, etc.) on the existence and approximate location of existing involved utilities.
- Review records for: evidence or indication of additional available records; duplicate or conflicting information; needed for clarification.

102.4.3 Quality Level C Tasks

- Identify surface features, from project topographic data (if available) and from field observations, which are surface appurtenances of subsurface utilities.
- Survey surface features of subsurface utility facility or systems, if such features have not already been surveyed by a registered professional.
- Survey shall also include determination of invert elevations of any manholes and vaults; sketches showing interior dimensions and line connections of such manholes and vaults; any surface markings denoting subsurface uitlities, furnished by utility owners for design purposes.

102.4.4 Quality Level B Tasks

- Select and apply appropriate surface geophysical method(s) to search for and detect subsurface utilities within the specified project limits and/or to trace a particular utility line or system. QL B to be determined after 30% design; QL B task will be paid for by Additional Services.

102.4.5 Quality Level A Tasks

- CLV may require QL A data where the precise horizontal and vertical location of utilities, obtained by exposure and survey of the utility at specific points, is needed for conflict assessment/resolution purposes.
- The Consultant may recommend test locations based on the requirements of the project and on existing subsurface utility information.
- When available, verifiable information on previously exposed and surveyed utilities (such as survey records during utility line construction) shall be furnished in lieu of new excavation, exposure, and survey at that same point, or at a suitable nearby point.
- Otherwise, when utility lines must be exposed and surveyed at specified locations, the Consultant shall use minimally intrusive excavation techniques, acceptable to CLV, that ensure the safety of the excavation, the integrity of the utility line to be measured, and that of other lines which may be encountered during excavation.
- Measure and/or record the following information on an appropriately formatted test hole data sheet:
    - For utilities that are concrete encased, identify the top of the encasement, the bottom of the encasement, and the width of the encasement.
    - Elevation of existing grade over utility at test hole.
    - Horizontal coordinates referenced to project coordinate datum, to a horizontal accuracy consistent with applicable CLV survey standards.
    - Field sketch showing horizontal location referenced to a minimum of three (3) swing ties to physical structures existing in the field and shown on the project plans.
    - Approximate centerline bearing of utility line.
    - Outside diameter of pipe, width of duct banks, and configuration of non-encased multi-conduit systems.
    - Utility structure material composition, when reasonably ascertainable.
    - Identity of benchmarks used to determine elevations.
    - Utility facility condition.
    - Pavement thickness and type when applicable.
    - Soil type and site conditions.
    - Identity of utility owner/operator.
    - Other pertinent information as is reasonably ascertainable from test hole.

- Patching of potholes will meet City of Las Vegas, NDOT, Clark County or other jurisdictional (if applicable) requirements, including hot patches, keyhole, polymer bag mix or concrete plug. No cold patches will be utilized. Final payment for potholing will be based on completed potholes and require proof of permit close out for said potholes.
- A total of twenty (20) potholes are anticipated to be performed for this Project. Additional utility potholing services not contemplated in this scope of work will be paid for separately under Additional Services upon separate authorization by the City.
- Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
- Update "Existing Utility Location Plan", plan/profile sheets, electronic files, and/or other documents to reflect the integration of QL D, QL C, QL B, and QL A information. Consultant shall use the information to create the Utility Base drawing to be used in the design drawings.
- Recommend follow-up investigations (e.g., additional surveys, consultation with utility owners, etc.) as may be needed to further resolve discrepancies.
- As appropriate, amend the Indicated quality level of depicted information

102.4.6 **SUE Deliverables**

- Consultant shall prepare a separate "Existing Utility Location Plan" that clearly depict applicable SUE levels as outlined in CI/ASCE 38-02: "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," American Society of Civil Engineers, 2003. To show at a minimum:
  - Existing rights-of-way
  - Centerlines and control alignments
  - Easements
  - Existing topographical information
  - All utilities within the project limits
  - QL A test hole locations
- Appropriately formatted test hole data sheets as described in QL A tasks above to be included with the final plans.
- Electronic files of the updated "Existing Utility Location Plan" at each regular submittal.

102.5 Geotechnical Investigation

102.5.1 The Consultant shall provide a Geotechnical Report. The Geotechnical Report is a compilation of geotechnical information about the Project site discovered during investigations. This report may include boring logs, tests, interpretations and recommendations. The Geotechnical Report shall be made available to bidders for informational purposes only. Bidders and the Contractor are solely responsible for assumptions, deductions and conclusions they may make or obtain from any such information.

102.5.2 It is anticipated that the geotechnical report may include, but is not limited to the following:

- Review pertinent background data, including in-house geotechnical data, readily available geotechnical reports, stereoscopic aerial photographs, published geologic maps, soils data, and literature.
- Perform a site reconnaissance along the subject road alignments to evaluate the existing pavement conditions. Areas that exhibit significant pavement deterioration and cracking will be documented.
- Perform laboratory testing on samples.
- Identify the corrosive characteristics of the soil.
- Locate ground water elevations at each of the borings if the groundwater level is above the bottom of the boring;
- Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
- Provide geotechnical recommendations for use in design of foundations, including allowable bearing capacity, passive pressure, coefficient of friction and estimated settlements, lateral resistance of the soil, recommendations for lateral support, excavated slope stability and data on excavated materials encountered and groundwater levels.
- Provide recommendation and definition for suitable and unsuitable materials.
- Make recommendations for the treatment and/or removal of unsuitable bearing soils.

- Make recommendations for trench safety during excavation.
- Make recommendations for pavement section, excavation and backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials and asphalt pavement.
- Provide boring logs to include if any, existing pavement and base course thicknesses and subsurface materials compositions. Borings to be marked in the field and to be surveyed, field identified, and included in the plans.
- Make recommendations for excavation and backfill requirements for bedding, pipe zone, trench backfill, asphalt pavement resurfacing and fill placement, suitability of existing soils for use as backfill materials. Make recommendation for cut/fill slopes and percent shrinkage for embankment.
- Make recommendations for type of cement for concrete in contact with onsite soils, structural recommendations, and other conditions applicable to the Project.
- Prepare a hydro-geological report in areas where shallow groundwater is discovered.
- Make recommendation for trench patching.
- If any hazardous materials are discovered or suspected at any time during the geotechnical investigation, notify the city in writing within one week.

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

102.5.4 The Consultant shall prepare a written report presenting the findings, conclusions, and geotechnical recommendations for the design and construction of the proposed improvements, including recommendations regarding pavement section thickness based on AASHTO design criteria, structural bearing capacity, earthwork and backfill requirements.

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

102.5.6 Deliverables: The Consultant shall provide five (5) bound copies of the Geotechnical Report to the City's Representative with the 30% Design Submittal.

102.6 Traffic analysis

102.6.1 Consultant shall conduct a traffic analysis in accordance with City and RTC requirements. The traffic analysis shall include the following elements:

- Peak hour turning movement counts at Tule Springs, Cimarron, Buffalo and Tenaya. Include pedestrian/cyclists counts.
- 24-hour vehicle counts at designated locations (approximately 4) along corridor for a minimum 3-day period.
- Provide vehicle speed study on Farm Road along project corridor (approximately 4 spot locations) to determine 85th percentile speed and identify speeding concerns. Include EB approach to Tule Springs and WB approach to Tenaya.

102.6.2 Deliverables: The Consultant shall provide three (3) Traffic Memo's summarizing traffic volume data collected (volume and speed) and any other observations.

102.7 30% Design Phase Submittal

102.7.1 30% Design Phase Plans

- The 30% plans are to be prepared for the preferred overall Project Alternative and limits as agreed on and directed by the City of Las Vegas. The north arrow on all plan sheets shall point to the top or right side unless otherwise approved by the City. The plan and profile sheets shall be at 1" = 40' scale (or other scale as directed or approved by the Engineer) and appropriate vertical scale with stationing from left to right. All lettering shall be of sufficient size and clarity to permit easy reading when reduced to one-half (1/2) scale.

- City Standard Cover Sheet identifying Project Participants
- Note sheet with plan index, vicinity map, benchmark, and basis of bearings
- Notes Sheet with General Notes, LVVWD Notes, and City of Las Vegas Sewer, Traffic, Grading, Fire Department, Street Lighting, and Encroachment Permit Notes
- Abbreviations and Symbols
- Survey Control Plan identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Horizontal control for centerline and rights-of-way monumentation plan
- Recorded Record of Survey as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Typical Cross Section Sheets
- Removal Plans
- Roadway Plan and Profiles
- Storm Drain Plan and Profiles including storm drain lateral plan and profiles
- Utility Plans
- Traffic Striping and Signing Plans
- Traffic Lighting Plans, including existing traffic lighting
- Traffic Signal Plans, including existing traffic signal infrastructure
- DTM Earthwork cross-sections plotted at 50 foot intervals and/or grade breaks with cut and fill quantities

- ***Deliverables:*** Submit one full size set (24" X 36") and fifteen (15) half size sets (11" X 17") and all associated electronic files of the 30% Design Phase Plans to the City; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities, RFCD, and RTC for review.

102.7.2 Draft Technical Drainage Report - The consultant shall prepare a Draft Technical Drainage Report with recommendations, in accordance with CCRFCD Hydrologic Criteria and Drainage Design Manual (HCDDM). The Consultant shall collect and review all previous studies and data pertaining to the project and preform a field review and evaluation of existing drainage facilities. The Consultant shall coordinate with City of Las Vegas Public Works on the criteria and methodology to be used for the drainage analysis. The Draft Technical Drainage Report shall incorporate the location, depth of pipe, approximate slopes and inlet locations for storm drain requirements based on the results of the hydrologic review and hydraulic analysis and incorporate the following information:

- Hydrologic models using HEC-1
- Hydraulic model for the existing and proposed conveyance facilities using HEC-RAS, WSPG or other appropriate engineering software. They hydraulic models shall include hydraulic grade line, flow velocity and depth, and any other pertinent hydraulic parameters for the main storm drain line and laterals.
- Drop inlet sizing calculations
- Provide complete storm drain plan and profiles (including lateral plan and profiles) and storm drain details. The storm drain facilities and lateral pipes will be included in the hydraulic models.
- Flow split analysis at project intersections
- 10-year dry lane hydraulic analysis to determine the facility sizing

- ***Deliverables:*** Submit three (3) copies of the Draft Technical Drainage Report and all associated electronic files to the City. Submit one (1) copy of the Draft Technical Drainage Report to RFCD and RTC.

102.7.3 Quality Control/Quality Assurance (QC/QA) Review to be performed as outlined in 100.6.6

- ***Deliverables:*** Submit QC/QA certification letters. Submit quality assurance review set of plans, quantities of materials, and specifications as applicable.

102.8 Walk Through. After submittal of the 30% Design and the Preliminary Design Report, the Consultant will schedule a project walk through with the City Representative and other relevant parties, including other public agencies and utility providers. The intent of the walk through is to identify field conflicts in order to minimize potential significant changes to the design after the 30% Submittal.

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

102.9 Overall Project Scope, Schedule and Budget Review

After City review of the 30% Design Phase Submittal, the City shall schedule a meeting with the Consultant and other stakeholders, as determined by the City. The purpose of the meeting shall be to review the conclusions of the 30% Design Phase Submittal and any other new scope, schedule and budget information available to the City in comparison to the basic assumptions of the Consultant and the City at the time this Professional Services Contract was executed.

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

The Consultant's scope herein will be reviewed in relation to any items proposed by the City, the Consultant or other stakeholders to be added, reduced, eliminated, clarified or refined during the 30% design effort or as a result of the total project cost versus total available funds exercise detailed above.

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

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

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

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

102.9.2 Consultant is hereby informed of the purpose of the deliverables in 102.9.1 – the Consultant by submitting these items is agreeing that for all items within the Consultant's control, the project scope will be fully carried out, that the Cost Estimate for total project costs is reasonably accurate and that the Project Schedule will be met without exception.

ARTICLE 103: 70% DESIGN PHASE – NOT USED
ARTICLE 104: 90% DESIGN PHASE – NOT USED
ARTICLE 105: 100% DESIGN PHASE – NOT USED

ARTICLE 106: BID PHASE – NOT USED
ARTICLE 107: CONSTRUCTION PHASE – NOT USED
ARTICLE 108: POST CONSTRUCTION PHASE – NOT USED

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 SUBMITTALS

200.1 GENERAL

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

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 NOTICE TO PROCEED

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

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

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

301 PERFORMANCE SCHEDULE

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

PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
30% DESIGN PHASE	240	
TOTAL CALENDAR DAYS TO COMPLETE:	**240**	

302 DESIGN AND PERMITTING SCHEDULE DELAYS

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

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

303 CONSTRUCTION

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

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 TOTAL COMPENSATION

400.1 The total compensation to be paid to the Consultant for performance of this Contract including Basic Services and Additional Services Allowance shall not exceed **$291,126.60**. Increases to total compensation may only be authorized by written amendment to this Contract. This total compensation amount is comprised of the parts described in this Exhibit "D" (Fee Breakdown).

401 BASIC SERVICES PAYMENT BASED UPON COMPLETION OF TASKS

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a **multiplier of 3.1**, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services (Exhibit "A"). The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

BASIC SERVICES		REMARKS
TOTAL NOT TO EXCEED COST	$239,183.60	

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

401.3 The scope of work for each of the tasks may be adjusted by the City Representative over the course of the Project, including establishing new tasks or the deletion of listed tasks. The cost of these adjustments shall be calculated utilizing direct salaries and subconsultant costs as detailed in Exhibit E. Work performed will be invoiced and paid in accordance with Section Seven.

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

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	$ 8,680.00
101.2	Kick-Off Meeting and Progress Meetings (4)	$ 5,084.00
101.3	Utility and Agency Coordination	$ 9,703.00
101.4	Project Permits	$ 806.00
101	**Subtotal Hours**	142
101	**Subtotal Fee**	$ 24,273.00
102	**30% DESIGN PHASE**	
102.1	Survey	$ 38,882.00
102.2	Right-of-Way	$ 10,478.00
102.3	Records Review, Information Research and Analysis of Data	$ 21,483.00
102.4	Subsurface Utility Engineering (SUE) Services	$ 31,971.60
102.5	Geotechnical Investigation	$ 25,794.00
102.6	Traffic Analysis	$ 16,115.00
102.7.1	30% Design Phase Plans	$ 41,512.00
102.7.2	Draft Technical Drainage Report	$ 16,461.00
102.7.3	Quality Control/Quality Assurance Review	$ 3,348.00
102.8	Walk Through	$ 2,604.00
102.9	Overall Project scope schedule and budget	$ 6,262.00
102	**Subtotal Hours**	802
102	**Subtotal Fee**	$ 214,910.60
	Total Basic Services Hours	944
	Total Basic Services Fee	$ 239,183.60

402 ADDITIONAL SERVICES ALLOWANCE

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

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

402.3 The Consultant shall be compensated for Additional Services in accordance with the Consultant Hourly Rates established in Exhibit "E" (Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

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

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

ADDITIONAL SERVICES ALLOWANCE		ALLOWED SERVICES
TOTAL NOT-TO-EXCEED COST	$51,943.00	See list below.

402.5.1 Additional Services may include, but are not limited to, the following:

- Addenda – As required by the City, the Consultant shall assist the City with the preparation of contract addenda during the bid process.
- Additional Design Services – As required by the City, Consultant shall perform additional design services required for the Project.
- Additional Topographic Survey – As required by the City, Consultant shall obtain additional field measurements to supplement the original topographic mapping as requested by the client.
- As-Builts – As requested by the City, Consultant shall provide As-Builts.
- Construction Assistance – As required by the City, Consultant shall attend progress meetings during construction of the Project.
- Dam Safety Permit – As required by the City, Consultant shall coordinate with the State Engineer's Office and update the existing dam safety permit, if one is required for the Project.
- Drainage Study – As required by the City, Consultant shall prepare a Drainage Study for the Project.
- Facility Specific Environmental Assessment – As required by the City, Consultant shall prepare a Facility Specific Environmental Assessment.
- Hydrology and Hydraulics – As required by the City, Consultant shall provide additional hydrology and hydraulics.
- Master Plan Amendment – As required by the City, Consultant shall revise and resubmit the Master Plan Amendment already performed by the City of Las Vegas.
- Public Meetings – As required by the City, Consultant shall attend and participate in public meetings.
- Removal of Inflow/Infiltration Sources to Sanitary Sewer System – As required by the City, Consultant shall provide design plans that redirect inflow/infiltration sources to the sanitary sewer to other authorized discharge systems.
- Right-of-Way – As required by the City, Consultant shall obtain title report and legal descriptions, prepare exhibits and write legal descriptions in locations where additional right-of-way or easements are required for the Project.

- Section 404 Permit Application – As required by the City, Consultant shall prepare the permit application and conduct environmental analysis in support of the Section 404 Permit.
- Sewer Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated sewer pipelines.
- Slope/Embankment Design – As required by the City, Consultant shall provide additional design for treatment (soil cement, slope paving, etc.) to the detention basin embankments and slopes.
- Storm Drain Retrofit Design – As required by the City, Consultant shall provide in-situ retrofit design of existing storm drain pipes.
- Structural Design – As required by design should the alternatives selection require a retaining walls, drainage structure or other structural design on the project.
- Title Reports – As required by the City, Consultant shall prepare Title Reports as required for the Project.
- Traffic Control Plans – As required by the City, Consultant shall provide additional design and drawings for traffic control throughout the project limits.
- Utility Potholing – As required by the City, Consultant shall provide additional utility potholing, prepare pothole location map and obtain information for subsurface utilities
- Waterline Design – As required by the City, Consultant shall provide plan and profile design of new, reconstructed, or relocated water pipelines.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers

CLASSIFICATION	MAXIMUM HOURLY RATE
Project Principal	$90
Sr. Project Manager	$65
Senior Engineer	$55
Project Engineer II	$40
Senior Designer I	$35
Technician / Designer	$42
QA/QC	$90
CAD Tech	$40
Clerical	$25
PLS	$70
LSI	$50
Survey Crew Member ** (2 Man)	$70

501 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	FIXED FEE
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0
			$0
			$0

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

501.3 For Additional Services of sub-consultants, the City shall compensate the Consultant a multiple of one (1.0) times the amounts billed to the Consultant for such services. The Consultant may bill for their expenses in managing the Additional

Service of sub-consultants, the amount of which is already included in the above Additional Service Rates or, if not listed in the above Additional Service Rates, shall be approved by the City in writing prior to the Consultant or sub-consultant providing the services.

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

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	$ 22,878.00
	Additional Topographic Survey	$ 12,090.00
	Additional Potholes (10 PHs)	$ 16,975.00
	Total Additional Services - Hours	260
	Total Additional Services - Fee	$ 51,943.00

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

502.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

502.5 Estimated Travel and per diem expenses are included not-to-exceed the Basic Services Fees, Additional Travel expenses incurred prior to written authorization shall not be considered for reimbursement.

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

502.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

502.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Nicole Melton, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Jeremy Leavitt, P.E.

601 CONSULTANT'S PROJECT STAFF

601.1 The following personnel will be assigned by to work on the Project. Any changes or additions require City approval.

601.1.1 **CONSULTANT REPRESENTATIVE (who may also be one of the following staff):** Daniel Wonders, P.E.

601.1.2 **CONSULTANT REPRESENTATIVE'S SUPERVISOR:** Guy Carpenter

601.1.3 **PROJECT MANAGER:** Thai Tran, P.E.

601.1.4 **RESPONSIBLE IN CHARGE PERSON:**
List name of individual Engineer as licensed: Daniel Wonders, P.E.

601.1.5 **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
List Engineer license number: 06950

602 CONSULTANT'S SUBCONSULTANTS

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

602.1.1 AERIAL MAPPING: Aero Tech Mapping

602.1.2 ENVIRONMENTAL: N/A

602.1.3 CIVIL ENGINEER: Westwood Professional Services, Inc

602.1.4 STRUCTURAL ENGINEER: N/A

602.1.5 MECHANICAL ENGINEER: N/A

602.1.6 ELECTRICAL ENGINEER: N/A

602.1.7 LANDSCAPE DESIGN: N/A

602.1.8 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.1.9 GEOTECHNICAL ENGINEER: GEOTECHNICAL AND ENVIRONMENTAL SERVICES (GES)

602.1.10 LAND SURVEYOR: N/A

602.1.11 POTHOLING: KCI

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period
Invoice Date:

Consultant:
Project Number:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	**PRELIMINARY AND GENERAL ITEMS**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
102	**PRELIMINARY DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review; Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	Conceptual Alternatives				$0.00	$0.00			
102.6.1.2	Bridge Conceptual Deisgn and Front Sheet				$0.00	$0.00			
102.6.2	Hydraulic Analysis				$0.00	$0.00			
102.7	Walk Through				$0.00	$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				$0.00	$0.00			
103	**70% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
103.1.1	Design Report and Detailed Hydraulic Analysis - NOT USED				$0.00	$0.00			
103.1.2	70% Design Phase Plans				$0.00	$0.00			
103.1.2a	70% Structural Design				$0.00	$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				$0.00	$0.00			
103.1.4	70% Special Provisions-NOT USED				$0.00	$0.00			
103.1.5	ADA/TRO/WAG Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
103.3	Structures				$0.00	$0.00			
104	**90% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.2a	90% Structural Design				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Final ADA/PROWAG Design Memorandum				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	Bidability and Constructability (B&C)				$0.00	$0.00			
104.5	Finalize Permit Applications				$0.00	$0.00			
105	**100% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
105.1.2	100% Pre-Final (Bond) Submittal				$0.00	$0.00			
105.1.3	100% Final (Mylar) Submittal				$0.00	$0.00			
105.1.3a	Final Structural Design				$0.00	$0.00			
106	**BID PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
106.1	Pre-Bid Conference				$0.00	$0.00			
106.2	Bid Requests and Responses				$0.00	$0.00			
106.3	Bid Opening				$0.00	$0.00			
107	**CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
108	**POST CONSTRUCTION PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
	Not-to-Exceed Total Basic Services Fee	**$0.00**	**$0.00**						

	Additional Services Allowance:								
ASR#	**Total Additional Services Authorized**	$0.00	$0.00	$0.00	$0.00	$0.00			
1	0				$0.00	$0.00			
2	0				$0.00	$0.00			
3	0				$0.00	$0.00			

	Total Billed to Date	Total Remaining	Percent Remaining
Basic Services:	$0.00	$0.00	
Authorized Additional Services:	$0.00	$0.00	
Unauthorized Additional Services Remaining:		$0.00	

Total PO Amount:	**$0.00**
Total Contracted Amount:	**$0.00**
Total Billed to Date:	**$0.00**
PO Balance:	**$0.00**
Contract Balance:	**$0.00**

Project Name:
Project Number:
Consultant
Invoice Number:
Invoice Date:

DIRECT LABOR COSTS

NAME	TITLE	HOURS	RATE	TOTAL
				$0.00
				$0.00
				$0.00

EXHIBIT H
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

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: Stanley Consultants, Inc.	
Address: 5820 S. Eastern Ave. Suite 200	**City / ST / Zip:** Las Vegas, NV 89119
Telephone: 702.534.2145	**EIN or DUNS :** 42-1320758
Block 2: Description / Subject Matter of Contract	
Services for: Design Farm Rd. - Tule Springs to Tenaya	**Project Number:**

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	Stanley Consultants, Inc. is a wholly	225 Iowa Avenue, Muscatine IA 52761	563-264-6240
2	owned subsidiary of SC Companies, Inc.		
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.

Kali D. Knisley

Signature

7/24/2020

Date

Subscribed and sworn to before me this 24th day of July, 20 20

Kayla Weeks

Notary Signature

NOTARIAL SEAL IOWA

Kayla Weeks
Commission No. 824886
My Commission Expires
04/21/2021

Rev 06.2018

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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Services for: Design Farm Rd. - Tule Springs to Tenaya	**Project Number:**

Block 3: **Type of Business**

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

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

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Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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.

Kali D. Knisley

Signature

7/24/2020

Date

Subscribed and sworn to before me this 24th day of July, 20 20

Kayla Weeks

Notary Signature

NOTARIAL SEAL IOWA

Kayla Weeks
Commission No. 824886
My Commission Expires
04/21/2021

Rev 06.2018

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve award of Contract No. 200220-PH, Master Services Agreement for Offender Location Management - Municipal Court - Award recommended to: OMNILINK SYSTEMS, INC. (Not-to-Exceed $150,000 Annually - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $150,000 Annually
Funding Source: General Fund
Dept./Division: Municipal Court

PURPOSE/BACKGROUND:
This contract provides for a web-based based system for the Municipal Court's house arrest program, including lease of offender tracking equipment. The contract may be renewed in future years for as long as the services and equipment are still needed. The contract contains an indemnity provision that requires City Council approval. This requirement is exempt from the competitive bidding process pursuant to NRS 332.115(g), Hardware and associated peripheral equipment and devices for computers. Omnilink Systems, Inc. is located in Georgia.

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

BACKUP DOCUMENTATION:
1. Contract No. 200220-PH

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") dated _____, 2020 ("Effective Date") is entered into by Omnilink Systems Inc., a Delaware corporation, having a place of address at 400 Interstate North Parkway SE, Suite 900, Atlanta, GA 30339 ("Omnilink") and **the City of Las Vegas, a political subdivision of the State of Nevada** ("Customer"), having an address at 495 S. Main Street, Las Vegas, Nevada 89117.

WHEREAS Omnilink is a leading provider of web-based monitoring and tracking solutions and related products and services for Offender Management.

WHEREAS Customer wishes to utilize certain hardware, software and other services made available by Omnilink to track and monitor Offenders.

NOW THEREFORE, in consideration of the rights and benefits that they will each receive in connection with this Agreement, the parties, intending to be legally bound, agree as follows:

By the signatures of their duly authorized representatives below, Omnilink and Customer have executed this Agreement in one or more counterparts, each of which constitutes an original but all of which together constitute one agreement. Transmission of signature pages by facsimile or other electronic means is acceptable.

Omnilink Systems Inc.	**City of Las Vegas**
_____	_____
Signature	Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

Approved as to Form:
Dimitri P. Dalacas 7/13/2020
Deputy City Attorney Date

All notices required or permitted under this Agreement must be personally delivered or delivered by next day courier to the applicable address specified above and will be deemed to have been served and given upon confirmation of delivery by the courier. Each party will promptly notify the other party of any name change, change of address, or change of contact information for notice purposes.

If to Omnilink:

ATTN: Contract Administrator
Omnilink Systems Inc.
400 Interstate North Parkway SE, Suite 900
Atlanta, GA 30339
(E): legal@sierrawireless.com
(O): 800.665.5686
(F): 770.693.5951

If to Customer:

ATTN: Contract Notices
City of Las Vegas
Attn: Dana Hlavac
200 Lewis Avenue
Las Vegas, NV 89101
(E): dhlavac@lasvegasnevada.gov
(O):
(F) :

[Agreement Continues Next Page]

1. DEFINITIONS

In addition to the terms defined in the body of this Agreement, the following terms have the following meanings:

"Confidential Information" means non-public information that a party provides and reasonably considered to be of a confidential, proprietary or trade secret nature, including marketing, engineering and other plans, financial statements and projections, customer and supplier information, research, designs, plans, compilations, methods, techniques, processes, procedures, and know-how, whether in tangible or intangible form, and whether or not stored, compiled or memorialized physically, electronically, graphically, photographically, or in writing. Confidential Information shall not include Non-Confidential Information.

"Device" means a mobile device leased from Omnilink to be used by Customer to Track and/or Monitor Offenders through Omnilink Focalpoint.

"Non-Confidential Information" means information which (i) is, as of the time of its disclosure or thereafter becomes part of the public domain through no fault of the receiving party; (ii) can be demonstrated by credible evidence: (x) as rightfully known to the receiving party prior to the time of its disclosure, or (y) to have been independently developed by the receiving party; (iii) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or (iv) is required to be disclosed pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving party has provided prompt written notice and assistance to the disclosing party prior to such disclosure, so that such party may seek a protective order or other appropriate remedy to protect against disclosure.

"Offender" is an individual who is required by a judicial system to physically wear a Device that is monitored by Customer to acquire and track geophysical information regarding the individual's location.

"Omnilink Focalpoint" is the web-based software application used to Monitor Offenders wearing Devices that resides on computer servers maintained by Omnilink and made available via the Internet using a web browser, including any related technology and documentation.

"Server" means the server or servers as designated by Omnilink from time to time through which Omnilink provides the Services in accordance with the Agreement.

"Services" shall mean the hosting and maintenance of Omnilink Focalpoint on Servers pursuant to the terms and conditions of this Agreement and if elected by Customer, the provision of Monitoring Center Services as specified in Exhibit

"Territory" means the United States of America.

"Track(ed/ing)" or "Monitor(ed/ing)" shall mean the use of Omnilink Focalpoint to acquire data from each Device and to view or monitor the location of such Device(s).

2. ORDERS

2.1 Orders. Subject to the terms and conditions of this Agreement, at any time during the term of this Agreement, Customer may submit one or more orders referencing this Agreement to purchase Devices and related accessories (collectively, the *"Products").* Each order must include the model number and quantity of each Device and related accessories it desires to purchase, unit price and total price, requested delivery date and delivery location. All orders are subject to Omnilink's written acceptance or rejection. No orders may be canceled or rescheduled once accepted by Omnilink or shipped by Omnilink. Any additional or different terms contained on any orders are hereby rejected and will be deemed null and void.

3. ACCESS TO OMNILINK FOCALPOINT: RESTRICTIONS ON USE AND LICENSES

3.1 Access to Omnilink Focalpoint. Subject to the terms and conditions of this Agreement, Omnilink hereby grants to Customer a limited, non-exclusive, non-transferable, royalty-bearing license to access Omnilink Focalpoint through the Internet solely for the purpose of Tracking and Monitoring Offenders with Devices within the Territory. Omnilink Focalpoint shall be made available to the Customer on-line at http://www.omnilink.com/focalpoint (or such other URL or URLs as Omnilink may designate from time to time) from a third party hosted facility and/or other systems used by Omnilink to host Omnilink Focalpoint.

3.2 Restrictions on Use; No Modification. Customer shall not do any of the following acts (individually, a ***"Prohibited Act",*** and collectively, ***"Prohibited Acts"***): (i) willfully tamper with the security of Omnilink Focalpoint or Device, (ii) access data on Omnilink Focalpoint or Device not intended for Customer; (iii) log into an unauthorized server or account on Omnilink Focalpoint; (iv) attempt to probe, scan or test the vulnerability of Omnilink Focalpoint and Device or to breach the security or authentication measures without proper authorization; (v) willfully render any part of Omnilink Focalpoint unusable; (vi) reverse engineer, de-compile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of Omnilink Focalpoint and Device; (vii) modify, translate, or create derivative works based on Omnilink Focalpoint; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, or otherwise commercially exploit Omnilink Focalpoint or make Omnilink Focalpoint available to a third party other than as contemplated in this Agreement; (ix) use Omnilink Focalpoint

for timesharing or service bureau purposes or otherwise for the benefit of a third party; (x) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on Omnilink Focalpoint; (xi) create any link to Omnilink Focalpoint or frame or mirror any content contained or accessible from Omnilink Focalpoint. Except as expressly provided in this Agreement, no right or license is granted hereunder, by implication, estoppel or otherwise.

3.3 Firmware License. Each Device provided by Omnilink contains firmware developed and owned by Omnilink. Omnilink hereby grants to Customer a limited, non-exclusive, non-transferrable, royalty-free license, for the Term (defined below), to use the firmware on each Device. Omnilink shall retain all rights to the firmware contained on each Device. The license granted herein shall be deemed to be in effect on delivery of each Device.

3.4 Ownership. Customer acknowledges that, as between Omnilink and Customer, all right, title and interest in Omnilink Focalpoint any software or firmware provided under this Agreement and all modifications and enhancement thereof, including all rights under copyright and patent and other intellectual property rights, belong to and are retained solely by Omnilink. This Agreement does not provide Customer with title or ownership of Omnilink Focalpoint or any software or firmware provided under this Agreement, but only the rights specified in this Agreement.

4. SERVICES

4.1 Availability of Services. Subject to the terms and conditions of this Agreement, Omnilink shall use commercially reasonable efforts to make the Services available for twenty-four hours a day, seven days a week. Customer agrees that from time to time the Services may be inaccessible or inoperable for reasons beyond the control of Omnilink, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Omnilink may undertake; or (iii) interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures. Customer shall not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services. Customer agrees that Omnilink has no control of availability of Services on a continuous or uninterrupted basis. Omnilink does not guarantee any specific response rate (bandwidth). Any unavailability of the Services will be relayed to Customer as soon as possible.

4.2 Site Backup. Customer is encouraged to back up their respective data. Omnilink will archive and maintain location history and transaction activity generated by Omnilink Focalpoint (***"Data"***) for five (5) years. Omnilink will maintain Data on the productions servers for twelve (12) months. Upon written request from Customer, Omnilink will supply Data older than twelve months (but not older than five years) for the date range and Offenders specified by Customer.

4.3 Security. Omnilink shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of Omnilink Focalpoint and any databases or other sensitive material; and Omnilink shall notify Customer of any known security breaches or holes that adversely affect Customer.

4.4 Uninterrupted Power Supply (UPS). Omnilink will implement a high-availability architecture at the data center to ensure, as much as possible, continued availability of access by Customer even when there is power failure and/or hardware malfunction.

4.5 Technical Support. Omnilink agrees to provide to Customer standard telephone customer support for problems with Devices and Omnilink Focalpoint twenty-four (24) hours a day, seven (7) days a week. Technical support does not include support for Monitoring Center Services or Omnilink acting as a Monitoring center, unless Customer has selected Monitoring Center Services as specified in Exhibit B.

5. CUSTOMER RESPONSIBILITIES

5.1 Access to Hosted Services. Omnilink will provide to Customer a user name, password and other information necessary to access Omnilink Focalpoint. Customer is responsible for keeping their respective user names and passwords confidential and for any communications or transactions made using its user name and password. Customer is responsible for changing their respective user names and password if it believes that the same has been stolen or might otherwise be misused.

5.2 Equipment and Utilities. Customer is responsible and shall bear the costs associated with providing and maintaining Internet access and all necessary telecommunications equipment, software and other materials ***("Equipment")*** necessary for accessing Omnilink Focalpoint and, if applicable, the Monitoring Center Services. Customer agrees to notify Omnilink of any changes in the Equipment, including any systems configuration changes or any hardware or software upgrades, which may affect Customer's ability to access Omnilink Focalpoint and, if applicable, the Monitoring Center Services.

5.3 Consents. Customer shall obtain the necessary consent from those individuals who are being Tracked and/or Monitoring by use of the Device(s), authorizing the Tracking and/or Monitoring of such Device(s) by Omnilink and its subcontractors. Customer agrees to indemnify and hold Omnilink, and its subcontractors, harmless from any and all costs and expenses regarding any claims(s) arising from the

unauthorized Tracking and/or Monitoring of the Device(s) utilized by Customer.

5.4 Credit. Customer shall cooperate with the timely completion of the credit application provided by Omnilink for

purposes of establishing a credit limit for outstanding invoices. Customer agrees to notify Omnilink of any changes in credit status during the course of this Agreement and may request a review of the credit limit at any time. Customer understands that a credit limit must be established prior to shipment of Devices and/or initiation of Services.

6. FEES AND INVOICES

6.1 Fees. Customer shall pay to Omnilink all of the fees (collectively, the "Fees") specified in Exhibit A for the Services. Except as otherwise provided in this Agreement, Fees are non-refundable. For any Products that Customer elects to purchase, Customer shall pay the prices specified in Exhibit A.

6.2 Invoicing. If requested by Omnilink, Customer will execute Exhibit C to this Agreement (ACH Debits) authorizing Omnilink to debit Customer's account on the 28th of each month for amounts currently due and will maintain such account with funds sufficient to pay all Fees due from Customer. Upon Customer's request Omnilink will provide Customer an invoice detailing the Fees debited. Customer will pay any amounts not paid via ACH Debits within five days from the date of the applicable invoice.

6.3 Late Payment Fees. Any payment not received by Omnilink by the due date shall accrue interest at a rate equal to the lower of (i) 1.5% of the outstanding balance per month, or (ii) the maximum rate permitted by applicable law, from the date such payment is due until the date paid. Customer shall also pay all sums incurred (including reasonable legal fees) in collecting overdue payments.

6.4 Additional Fees. All Fees are net to Omnilink. If any sales tax, use tax, excise tax, import duty, export duty, or other similar tax or duty is imposed as a result of any transaction contemplated by this Agreement, Customer shall either bear such tax or duty by a direct payment to the taxing authority and shall reimburse Omnilink for such tax or duty paid by Omnilink. If Customer wishes to claim exemption from any sales taxes being imposed on the fees invoiced hereunder, it is Customer's obligation to provide Omnilink with the applicable valid sales tax exemption certificate(s) in a timely manner. Customer shall provide Omnilink with all applicable tax forms and certificates necessary to recuperate taxes paid on the fees.

6.5 Suspension of Services. If Customer has not paid all applicable amounts when due, Omnilink may provide written notice to Customer of such failure and if Customer does not pay all outstanding amounts within fifteen (15) days of Omnilink's notice, Omnilink may suspend Customer's and Customer Customers' access to the Services on ten (10) days written notice and/or withhold shipment of Products to Customer until all past due amounts are paid in full. Customer shall ensure that the exercise of such right shall not be deemed to waive Omnilink's right to terminate this Agreement based upon such breach.

6.6 Audit. No more frequently than once per calendar year, Customer shall have the right to inspect (through an independent auditor who may only provide Customer with a detail report of discrepancies found) the records of Omnilink on reasonable advance written notice and during Omnilink's regular business hours to verify the invoices submitted to Customer for payment hereunder. Such records shall be maintained for a period of at least one year from the date of creation of such record. The cost of such audit shall be borne by Customer unless such audit reveals an error rate of five percent (5%) or more in favor of Customer, in which case the cost will be paid by Omnilink. Payment of any amount determined to be due Customer as a result of such audit shall be made within thirty days of receipt of Customer's invoice therefore. If the audit determines that any monies are owed Omnilink by Customer, a copy of the audit report shall be provided to Omnilink and Customer shall pay Omnilink such amount within thirty (30) days of Customer's receipt of the auditor report.

6.7 Change in Fees. Omnilink may, in its sole discretion, change prices, terms and conditions of this Agreement to be effective (i) upon the next Renewal Term provided Omnilink gives not less than sixty (60) days written notice to Customer of such changes prior to the commencement of such Renewal Term (as defined in Section 12.1 – Term & Renewal); and (ii) immediately, in the event of a change to Omnilink's cost of delivery of Services as a result of a change in any applicable law, regulation, or similar governmental action. These changes include both in an increase or decrease in fees.

7. DEVICES AND SHIPMENT

7.1 Device. For all Devices leased by Omnilink, Omnilink retains title to each Device and no right, title, or interest in the Device shall pass to Customer hereunder. Customer shall not tamper with, alter or remove any identity labels, tags or proprietary rights notices on any Device and, upon Omnilink's request, shall affix to the Device any markings showing Omnilink's interest. Unless otherwise authorized by Omnilink, Customer shall not affix any marking or label on any Device. Customer shall not attempt to open fully-encased Devices; and Customer is responsible for any loss or damage to each Device from point of delivery to Customer until returned to Omnilink in the same condition as delivered to Customer, reasonable wear and tear excepted.

7.2 Carrier. Omnilink shall select the method of shipment and the carrier, consistent with the nature of the Products and the hazards of transportation, upon receiving all orders.

7.3 Delivery Address. Omnilink shall ship Products to the address specified by Customer on the orders. If Customer fails to specify a destination for delivery, Omnilink shall deliver the Products to Customer's address listed in this Agreement.

7.4 Standard Shipping. Unless otherwise requested by Customer, Omnilink will ship all Products via ground delivery. If expedited shipping is requested, Omnilink will invoice Customer the actual cost of shipment and shipping insurance.

7.5 Return of Devices. Upon expiration or termination of this Agreement, Customer shall return, within fifteen (15) days from the date of termination—or expiration, all Devices, shipment prepaid, to Omnilink in the same condition as originally received, ordinary wear and tear excepted. Omnilink shall charge, and Customer agrees to pay for any damages to any Device returned, the lower of (i) the cost to repair the Device (if Omnilink determines it can be repaired), or (ii) the Replacement Cost set forth in Exhibit A. All costs Omnilink may incur exercising its right to repossession shall be considered collection costs for which Customer shall be fully liable. Fees for Devices returned in accordance with the foregoing sentence shall cease on the date the Devices are received by Omnilink.

7.6 RMA Procedure. All requests for Device repairs from Customer under Section 7.5 are subject to Omnilink's then current service and repair center procedures. All Device warranty returns require return authorization ("RMA") issued by Omnilink prior to acceptance at Omnilink's service center. Prior to return any Device to Omnilink, Customer shall be responsible for prescreening the Device for defects, damage, and workmanship to ensure that only Devices that conform to the terms of Section 7.5 are returned to Omnilink (each a "Defective Device"). Omnilink will pay for shipping costs for all Defective Devices, provided that Customer has obtained an RMA prior to returning the Defective Device. Omnilink is not responsible for shipping costs for any Devices returned to Omnilink without an RMA or that are not Defective Devices.

8. WARRANTIES

8.1 Omnilink Focalpoint. Omnilink warrants to Customer that Omnilink Focalpoint and, if applicable, the Monitoring Center Services will operate in substantial conformity with the applicable documentation provided by Omnilink. For any breach of this warranty, Customer's sole and exclusive remedy and Omnilink's sole and exclusive liability, shall be for Omnilink to correct any reported failure in Omnilink Focalpoint and, if applicable, the Monitoring Center Services causing a breach of this warranty.

8.2 Device Break/Fix and Limitations. All products shall be deemed accepted upon delivery. During the Term, Omnilink will repair or replace any defective Devices under normal and proper use as determined by Omnilink in its reasonable determination. The foregoing will not apply if the Device fails to function due to abuse, misuse, failure to follow proper charging protocols, accident, neglect, unauthorized repair, or causes other than ordinary use after delivery. In such event, Customer will be responsible for payment of the lower of (i) the cost to repair the Device (if Omnilink determines it can be repaired), or (ii) the Replacement Cost set forth in Exhibit A.

8.3 No Other Warranties. **EXCEPT AS EXPRESSLY SET FORTH IN SECTIONS 8.1 AND 8.2, OMNILINK MAKES NO OTHER WARRANTIES AND DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OMNILINK SHALL HAVE NO LIABILITY WHATSOEVER AS A RESULT OF THE DEVICE(S) BEING LOCATED IN AN AREA NOT COVERED BY APPROPRIATE WIRELESS COVERAGE, OR IF THE DEVICE FAILS TO ESTABLISH A CONNECTION WITH OMNILINK FOCALPOINT, OR IF MONITORING CENTER SERVICES ARE DISABLED DUE TO NETWORK RELATED ISSUES. IT IS CUSTOMER'S SOLE RESPONSIBILITY TO ENSURE THAT DEVICES ARE PROPERLY AND ADEQUATELY CHARGED.**

8.4 Disclaimer of Warranties. Without limited the express warranties set forth in this Agreement, Omnilink does not warrant that the services will meet Customer's or Customer's own customers' requirements or that access to and use of the Services will be uninterrupted or free of errors or omissions. Omnilink cannot and does not guarantee the privacy, security, authenticity and non-correction of any information transmitted through, or stored in any system connected to, the Internet. Omnilink shall not be responsible for any delays, errors, failures to perform, or disruptions in the Services caused by or resulting from any act, omission or condition beyond Omnilink's reasonable control.

9. INDEMNITY

9.1 *Indemnity*. Omnilink agrees, at its own expense, to defend or, at its option, to settle, any claim or action brought against Customer to the extent it is based on a claim that Omnilink Focalpoint directly infringes any United States patent, copyright or trademark of a third party, and Omnilink will indemnify and hold Customer harmless from and against any losses, damages, and expenses (including reasonable

attorneys' fees) that are attributable to such claim or action and are assessed against Customer in a final judgment. Omnilink shall have the foregoing obligation only if Customer provides Omnilink with: (i) a prompt written request for indemnification and defense in such claim or action; (ii) sole control and authority over the defense and settlement thereof; and (iii) all available information, assistance, and authority reasonably necessary to settle and defend any such claim or action. Omnilink shall not be responsible and shall not compensate Customer for any attorneys' fees or other expenses or costs that Customer incurs before Customer's request for indemnification and defense.

In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

9.2 Limited Remedies. If Omnilink Focalpoint becomes, or in Omnilink's opinion is likely to become, the subject of an infringement claim or action, Omnilink may at its option and in its sole discretion: (i) procure, at no cost to Customer, the right for Customer to continue using Omnilink Focalpoint; (ii) replace or modify Omnilink Focalpoint to render it non-infringing, provided there is no material loss of functionality; or (iii) if, in Omnilink's reasonable option, neither (i) or (ii) above is commercially practicable, terminate the Agreement. The foregoing provisions of this Section 9.2 state Omnilink's sole obligation and Customer's exclusive remedy in the event any claim or action for infringement is commenced or is likely to be commenced.

9.3 Exclusions; Customer Indemnification. Omnilink will have no obligation or liability under this Section 9 for any claim or action: (i) relating to modifications to Omnilink Focalpoint by a person or entity other than Omnilink or its third-party licensors; (ii) the combination or use of Omnilink Focalpoint with other products, processes, or materials not supplied by Omnilink hereunder; (iii) where Customer or Customer's customers continue allegedly infringing activities after being notified thereof of after being provided with modifications that would have avoided the alleged infringement; or (iv) where use of Omnilink Focalpoint is not in accordance with the terms of this Agreement. Customer agrees to indemnify and hold Omnilink harmless from and against all losses, damages and expenses, including reasonable attorneys' fees, in connection with any claims brought against Omnilink arising out of any of the conditions described in clauses (i) through (iv) above.

9.4 Customer Indemnification. Except for claims covered by Omnilink's indemnification obligation in Section 9.1, Customer agrees to defend, indemnify and hold Omnilink and its officers, directors, shareholders, employees (collectively, the ***"Omnilink Indemnified parties"***) harmless from and against all losses, damages and expenses, including reasonable attorneys' fees, in connection with any claims against the Omnilink Indemnified parties in any way arising out of or related to Customer's negligence. Customer shall have the foregoing obligation only if Omnilink provides Customer with: (i) a prompt written request for indemnification and defense in such claim or action; (ii) sole control of the defense and settlement thereof; and (iii) all available information, assistance and authority reasonably necessary to settle and defend any such claim or action.

10. LIMITATION OF LIABILITY

IN NO EVENT WILL OMNILINK'S TOTAL, AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT (INCLUDING FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION, AND OTHER CONTRACT OR TORT CLAIMS), EXCEED THE AMOUNT OF DIRECT DAMAGES ACTUALLY INCURRED BY THE CUSTOMER, UP TO THE AMOUNT OF FEES PAID TO OMNILINK DURING THE THREE MONTHS IMMEDIATELY PRECEDING THE EARLIEST EVENT GIVING RISE TO THE DAMAGES.

UNDER NO CIRCUMSTANCES SHALL OMNILINK OR ITS SUPPLIERS, LICENSORS, OR AFFILIATES BE LIABLE FOR ANY OF THE FOLLOWING: (I) THIRD PARTY CLAIMS OTHER THAN THOSE IDENTIFIED IN SECTION 9.1, (II) LOSS OR DAMAGE TO ANY RECORDS OR DATA, (III) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, (IV) ACTIONS OR CONDUCT OF ANY OFFENDER, INCLUDING OFFENDERS BEING TRACKED OR MONITORED BY OMNILINK FOCALPOINT (V) THE LOSS OF SIGNALS FROM ANY GPS SATELLITE, THE LOSS OF SIGNALS FROM ANY MOBILE NETWORK CELL OR PROVIDER, THE LOSS OF TELEPHONE SYSTEM SIGNALS, THE LOSS OF INTERNET CONNECTIVITY OR (VI) ANY OTHER FACTORS OUTSIDE THE CONTROL OF EITHER PARTY.

11. CONFIDENTIALITY

Each party will use commercially reasonable efforts to maintain the other party's Confidential Information in confidence and to not use or disclose any portion of the other party's Confidential Information to third parties, except as reasonably necessary to perform this Agreement and as expressly authorized in this Agreement.

12. TERM AND TERMINATION

12.1 Term and Renewal. The term of this Agreement shall commence on the Effective Date, defined above, and shall continue for a period of one (1) year (the "Initial Term") unless earlier terminated in accordance with the provisions of this Agreement. After the Initial Term, this Agreement shall be automatically renewed for additional twelve month periods (each, a "Renewal Term") (the Initial Term together with any Renewal Term, the "Term") on the same terms and conditions as provided herein (or as may be otherwise negotiated between the parties), subject to any changes in fees or terms and conditions of this Agreement made by Omnilink pursuant to Section 6.7, unless one party notifies the other party in writing at least thirty (30) days prior to the end of the then-current Term that it has elected not to renew this Agreement. Upon any notice of termination of the Agreement or any notice of suspension of services under Section 6.5, Omnilink shall have the right to contact Customer's customers or make targeted public announcements regarding the suspension or terminations of Services that Omnilink reasonably believes is necessary to ensure that Offenders are being Monitored or the public safety is being protected after the suspension of Services.

12.2 Termination for Breach. Either party may terminate this Agreement or, as applicable, any orders upon thirty days prior written notice if the other party materially breaches a material term of this Agreement (or, as applicable, an order) including, but not limited to failure to timely pay fees or failure to consistently provide service, and does not cure such breach within thirty (30) days following receipt of notice specifying the breach (in which case the Agreement or, as applicable, the orders, shall terminate at the end of such period); provided, however, that Omnilink may terminate this Agreement (in whole or in part) in a shorter period of time, or suspend or otherwise restrict access to any of the Services, if Omnilink determines that such action is reasonably necessary to avoid liability, to prevent disruptions to services provided to other Omnilink clients, or to prevent a service interruption from the service provider(s) that provide services to Omnilink.

12.3 Termination for Convenience. Either party may terminate this Agreement for convenience upon sixty (60) days prior written notice to the other party.

13. EFFECT OF TERMINATION

13.1 Survival. Termination or expiration of this Agreement shall not relieve either party of obligations that by their nature or term survive termination or expiration; such as, by way of example and without limitation, the obligation to make all payments that have or will become due under this Agreement.

13.2 Effect of Termination. Upon termination or expiration of this Agreement:

(a) each of the parties shall deliver or destroy all Confidential Information of the other party which is in its possession, care or control;

(b) Customer shall return all Devices to Omnilink in accordance with Section 8.

(c) if Omnilink terminates this Agreement in accordance with Section 12.2, Customer shall be required to (i) immediately pay, as compensation for the early termination of this Agreement (and not as a penalty), those Fees and charges otherwise payable for the remainder of the Term or three months of services, whichever is less, and (ii) all amounts due under orders for Products accepted as of the effective termination date;

(d) if Customer terminates this Agreement in accordance with Section 12.2, Customer shall only pay (i) those Fees that have accrued up to the date of its notice of termination and (ii) those amounts due under orders for Products that have been delivered as of the effective termination date and for which payment has not yet been made;

(e) each of the parties shall release the other from all obligations under this Agreement, except for obligations accrued and owing up to the effective date of termination and those surviving obligations set forth in Section 13.1.

Customer shall be liable for reasonable attorney fees and other costs and expenses resulting from any default, or the exercise of Omnilink's remedies.

14. GENERAL

14.1 Press Release. Customer agrees that Omnilink Systems, Inc. may identify Customer as a customer by using the Customer's name and trade names on Omnilink's website and in other online and offline marketing materials. Omnilink will follow Customer's brand guidelines in using the Customer's name and trade names. Customer agrees to act as a reference for companies who are considering or reviewing Omnilink's products and services. Customer is not permitted to endorse Omnilink or any other product.

14.2 Assignment and Delegation. Customer may not assign, transfer, or sell any of its rights, or delegate any of its responsibilities under this Agreement without Omnilink's prior written consent. All assignments of rights are prohibited by this Section 14.2, whether they are voluntary or involuntary, by merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section 14.2 a "change of control" is deemed an assignment of rights and a "merger" refers to any merger in which Customer participates, regardless of whether it is the surviving or disappearing corporation. Customer may not delegate any performance under this

Agreement. Any purported assignment of rights or delegation of performance in violation of this Section 14.2 is void.

14.3 Governing Law. The laws of the State of Nevada govern all matters arising out of or relating to this Agreement. Any action at law or in equity arising out of or relating to this Agreement shall be filed only in the state or federal courts in Clark County, Nevada. The parties hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

14.4 Waivers. The parties may waive this Agreement only by a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in exercising any

right or remedy or requiring the satisfaction of any condition under this Agreement, and no act, omission or course of dealing between the parties operates as a waiver or estoppel of any right, remedy or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purposes stated.

14.5 Severability. If any provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, legal and enforceable.

14.6 No Agency. Each of the parties is an independent contractor and will have no right, power or authority to assume or create any obligation or responsibility on behalf of the other. This Agreement will not create or imply any partnership, association, agency, fiduciary relationship, joint venture or several liability between the parties.

14.7 Entire Agreement. This Agreement, along with the Exhibits, constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all previous agreements, proposals, representations, or understandings, whether oral or written. Without limiting the foregoing, any use of purchase orders or other similar documents are deemed to be for administrative convenience only and do not modify the terms of this Agreement. The terms of any such documents are deemed rejected by the recipient.

14.8 Amendment. The parties may amend this Agreement only by a written agreement of the parties that identifies itself as an amendment this this Agreement.

14.9 Compliance with Laws. Customer and Omnilink shall comply with all applicable federal, state, and local laws and regulations.

14.10 Validity. This Agreement shall not be valid or effective unless and until it is signed by both Omnilink and Customer. This Agreement may be executed in counterparts and by exchanging signed copies by fax machine or email.

14.11 Interpretation. Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders. The terms "including" and "include" shall be deemed to mean "including without limitation" and "including but not limited to" (or "includes without limitation" and "includes but is not limited to") regardless of whether the words "without limitation" or "but not limited to" actually follow the term. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement or exhibits, annexes and schedules as a whole and not to any particular provision hereof or thereof, as the case may be. References in this Agreement to and the definition of any document or Exhibit shall be deemed a reference to such document or Exhibit as it may be amended, supplemented, revised or modified, in writing, from time to time. References in this Agreement to any law shall be construed as a reference to such law as re-enacted, redesignated, amended or extended from time to time.

14.12 Order of Priority. In the event of any conflict or inconsistency between the terms and condition in the main body of this Agreement (other than the Exhibits) and the Exhibits to this Agreement, the conflict or inconsistency will be resolve by reference to the following descending order of priority: (i) Exhibit D (Additional Terms); (ii) the main terms and conditions of this Agreement; and (iii) the Exhibits other than Exhibit D.

14.13 Remedies Cumulative. Unless expressly provided otherwise herein: (i) all rights and remedies granted to each party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies otherwise available to such party in this Agreement, at law or in equity; and (i) termination or expiration of this Agreement will not limit either party from pursuing any other remedies available to it, including injunctive relief, in connection with any of its rights accrued or otherwise existing up to the date of such termination or expiration.

14.14 Third Parties. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and that Customer is not a third-party beneficiary of any agreement between Omnilink and the underlying carrier. In addition, Customer acknowledges and agrees that the underlying carrier and its affiliates and contractors shall have no legal, equitable, or other liability of any kind to Customer and Customer hereby waives any and all claims or demands therefor. Customer further acknowledges that representatives of the underlying wireless service provider may have met with Customer individually or together with Omnilink to discuss and

review printed materials that explained the underlying wireless service provider's understanding of Omnilink's monitoring and tracking solutions. Customer acknowledges that it has had the opportunity to fully investigate the capabilities, quality and reliability of the monitoring and tracking solutions and has satisfied itself that the monitoring and tracking solutions satisfactorily meets its business needs. Customer agrees that the underlying wireless service provider and its affiliates and contractors shall have no legal, equitable or other liability of any kind to Customer arising from or related to any meeting, discussions or explanations regarding the monitoring and tracking solutions and Customer hereby waives any and all claims or demands it may have against the underlying wireless service provider and its affiliates and contractors thereof.

EXHIBIT A

PRICING- SCHEDULE OF SERVICE

LEASE PRICING		
Device Type	**Description**	**Daily Rate**
OM400 & OM500	Offender Tracking Device	$2.50

Features

Tamper Notifications	<1 Second
Buffer Zone Interval	1 Minute
GPS Interval	1 Minute or Greater
Impaired Interval	15 Minutes or Greater
Transmission rate	7 Minutes or Greater

Zones

Inclusion Zones	Unlimited
Exclusion Zones	Unlimited
Buffer Zones	Unlimited

Alerts

Email	Unlimited
Fax	Unlimited
SMS (Text Message)	Unlimited
Voice	Unlimited

Support

User initiated Instant Locates	Included
Standard Customer Support	Included
Web based user training	Included

Shelf Allowance

Shelf Allowance	35%
Shelf Price Over Allowance	$.50 Per Device Per Day

Other Items

OM400 Device Replacement Cost	$250.00 Per Device
OM500 Device replacement Cost	$400.00 Per Device
Locking Pins	No Charge
Pin Cap Covers	No Charge
Additional Omnilink Strap	$15.00 Per Strap
Extra-long strap	$25.00
Additional Omnilink OM400 Back Plate	$12.95 Per Back Plate
Additional Omnilink OM400 Charger	$13.00 Per Charger
Additional Omnilink OM500 Charger	$25.00 Per Charger
Ground Shipping	No Charge

EXHIBIT B

Monitoring Center Services

DESCRIPTION OF MONITORING CENTER SERVICES:

COST: As stated in MSA

INITIATION OF MONITORING SERVICES: Device delivery date.

TERMINATION OF COVERAGE: Non-payment.

RESERVATION OF RIGHTS: Omnilink reserves the right to terminate the provision of Monitoring Center Services, or modify the terms of this Exhibit B, at any time, upon 30 days written notice to Customer.

By checking the desired box and signing below, Customer hereby:

☐ Elects and agrees to pay the cost associated with Monitoring Center Services for all Devices.

☐ Waives the Monitoring Center Services.

CUSTOMER:

By: _____

Name: _____

Title: _____

EXHIBIT C
Authorization Agreement for Direct Payments, if requested by Omnilink
(ACH Debits)

Customer Name: _____ ("Customer")

Contract Start Date: _____

Customer hereby authorizes Omnilink Systems, Inc. ("Omnilink") to initiate debit entries to Customer checking account indicated below at the depository financial institution ("Depository") named below and to debit the same to such account. Customer acknowledges that the origination of ACH transactions account must comply with the provisions of U.S. Law.

Depository:

Name: _____ Branch: _____

City: _____ State: _____ Zip: _____

Routing Number: _____ Account Number: _____

This authorization is to be in effect as follows:

- Recurring on the 28th of each month for amounts currently due

This authorization is to remain in full force and effect until Omnilink has received written notification from Customer of its termination. At such time Omnilink shall have the right to debit depository for all outstanding amounts before terminating this agreement.

Signed: _____ Date: _____

Name: _____ Title: _____
(Please Print)

EXHIBIT D
ADDITIONAL TERMS

(none)

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
18

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

SUBJECT:
For possible action to approve award of Contract No. 210036-PH, Courtroom Audio/Visual Systems - Department of Public Works - Award recommended to: COURTSMART DIGITAL SYSTEMS, INC. (Not-to-Exceed $857,163 Year One/Total Contract Amount Not-to-Exceed $1,173,495 - City Facilities Capital Projects Fund)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $857,163 Year One/Total Contract Amount Not-to-Exceed $1,173,495
Funding Source: City Facilities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This contract provides for audio/visual equipment and maintenance for courtrooms in the new Municipal Courthouse. The equipment integrates with existing audio/visual software owned by the City, and the contract provides for ongoing support of both software and hardware. The contract amount is $857,163 for year one, including the first year's maintenance. Maintenance cost for additional years is $79,083 annually. The total contact amount consists of the equipment purchase and five years of maintenance. This requirement is exempt from the competitive bidding process pursuant to NRS 332.115(g), Hardware and associated peripheral equipment and devices for computers. CourtSmart is located in Massachusetts.

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

BACKUP DOCUMENTATION:
1. Contract No. 210036-PH

CourtSmart™				DATE:	16 November 2020
				TIN:	04-3358086
CourtSmart Digital Systems, Inc.				**LAS VEGAS MUNICIPAL COURT**	
51 Middlesex Street					
North Chelmsford, MA 01863			**Quote Type:**	**NEW INSTALLATION - 7 ROOMS**	
978-251-3300			**Document:**	**STATEMENT OF WORK**	
www.courtsmart.com			**Quote Version:**	3.0	
Prepared for	**Deidra Morris**		**Quote Expiration Date:**	**14 February 2021**	

STATEMENT OF WORK - PAGE 1

CourtSmart will be upgrading and transferring all existing software licenses to the new courthouse installation at no additional charge to the Court (see license count below). The hardware that is currently installed should not and cannot be transferred to the new courthouse without numerous problems. Most of the hardware such as microphones, cameras, speakers, amplifiers, and control are way beyond end of life (EOL) for these products. Many of them have failed or are failing and to transfer these old devices to new rooms would not be cost effective considering their age and condition. Moreover, the cutover period from the old courthouse to the new will be accomplished in a small period of time that would not be possible to de-install the old equipment and re-install the same equipment in the new courthouse without causing severe delays in operating the courts. The only way to avoid courtroom outage is to completely install the new courtrooms while leaving the old rooms fully functional to conduct business until such time as the orderly transition can occur. The new hardware that will be installed in the new courthouse is designed to facilitate the process of virtual or hybrid sessions in the event that the current conditions remain and the Court chooses to go virtual. The currently installed hardware cannot comply with the technical requirements of virtual justice in the event that is required.

CourtSmart licenses that will be transferred:

1. Primary and Backup Audio Recording Licenses – 7 (one for each courtroom)
2. Video Recording Licenses -7 (one for each courtroom)
3. Full Function Client Licenses – 10
4. Search and Play Concurrent Access Licenses - 3

CourtSmart will install an audio mixer (DSP), a ceiling array microphones, bench control, sound amplification and four (4) mute control switches per room. All rooms will be equipped with ten (10) speakers arranged in up to 8 zones. PA system volume will be adjustable via the end user. The ceiling array microphone will be configured to capture audio from the judge, witness, clerk, two (2) attorneys, podium, and sidebar. Each new mixer will have echo-cancellation for video conferencing. The audio system will include mute control switches located at the Judge, Attorney tables, and Clerk. There will be a "sidebar mode," which will mute all pointers within the microphone array in the PA system and generate white noise over certain speakers allowing sidebar conversations to occur without eavesdropping.

CourtSmart will install five (5) Hi Definition cameras per room configured with camera switching (video-follows-audio) with video-conferencing (VTC) integration. The VTC solution will have the ability to connect internally and externally to the courthouse. The far-side video-conferencing participant will have the ability to view the judge, witness, two attorneys, and any evidence being presented within the courtrooms. The near-side (courtroom) will have the ability to view the remote participant on all monitors in the courtroom.

BENCH CONTROL:

Within each room ***CourtSmart*** will provide a 7-inch touch panel, which will provide control of that courtroom's audio and video system including: Judge Evidence Preview, Sidebar, Volume Control, Mute, and Video Conferencing.

CourtSmart™			DATE:	16 November 2020
			TIN:	04-3358086
CourtSmart Digital Systems, Inc.			**LAS VEGAS MUNICIPAL COURT**	
51 Middlesex Street				
North Chelmsford, MA 01863		**Quote Type:**	**NEW INSTALLATION - 7 ROOMS**	
978-251-3300		**Document:**	**STATEMENT OF WORK**	
www.courtsmart.com		**Quote Version:**	3.0	
Prepared for	**Deidra Morris**	**Quote Expiration Date:**	**14 February 2021**	

STATEMENT OF WORK - PAGE 2

COURT RESPONSIBILITIES:

- Install cabling infrastructure, including audio, video, and network cables
  - In the Courtrooms:
    - Terminate microphone cables with plate mounted XLR connectors
    - Terminate network cables with keystone connectors
    - Coil speaker cables above ceiling for termination to speaker by ***CourtSmart***
  - In the A/V rack rooms:
    - Terminate network cables and coaxial cable to patch panel in A/V closet
    - Microphone cables, and speaker cables in the A/V closet, to be terminated by ***CourtSmart***

Label cabling on both room and rack sides of cables, as described by ***CourtSmart***-provided cable pull schedule.

This quote includes all materials, labor, meals, and travel expenses related to a complete installation of audio-video and servers for Las Vegas Municipal Court.

All new ***CourtSmart***-supplied hardware and software have a 1-year warranty. After the 1-year period the Court may elect to purchase an annual support services agreement for the hardware and software installed.

Estimated Project Schedule:

1/18/2021	Downstairs courtrooms construction complete (all millwork, furniture, etc. installed, and CourtSmart will have full access to the courtrooms)
2/2/2021	All courtrooms construction complete
2/4/2021	Courtsmart walkthrough
2/8/2021	Courtsmart installation starts
3/31/2021	Courtsmart installation complete
4/16/2021	Testing complete
4/20/2020	Courtsmart System Go-Live
5/3/2021	Building opens

CourtSmart™		DATE:	################
		TIN:	04-3358086

CourtSmart Digital Systems, Inc.		**Site:**	**LAS VEGAS MUNICIPAL COURT**
51 Middlesex Street			
North Chelmsford, MA 01863		**Quote Type:**	**NEW INSTALLATION - 7 ROOMS**
978-251-3300		**Document:**	**COST SHEET - PAGE 1**
www.courtsmart.com		**Quote Version:**	3.0
Prepared for:		**Quote Expiration Date:**	**14 February 2021**

AV FRAMEWORK, RACKS, SOUND SYSTEM, & CONTROL

TYPE	DESCRIPTION	MODEL	SPEC	QTY	COST EA.			TOTAL
AV RACKS	Tripplite 45U Kit	45 RU-	INCL Doors, sides, pwr strips; lacing	4	2580			$ 10,320
	Rack Shelves Vented	1RU & 4RU	8x1RU; 4x4RU	12	79			$ 948
	Battery Backup	1RU 500	2 Per Rack	8	299			$ 2,392
	Vent Panels -Mag	1RU	14 per rack	56	15			$ 840
MIXER	SYMETRIX-AEC-2	RadiusNx	+ 4CH OUT Card	7	4596			$ 32,172
AMPLIFIER	Crown	CS-CT-875	8 Channel Amp	7	1819			$ 12,733
ADA	Listening Assist System	Williams Kit	Xmitter; ; 2 Rec; Chgr; Batt 2; Headph;	7	1399			$ 9,793
MICROPHONES	Ceiling Array	CSMXA910W-A	8 Cchannel	7	5189			$ 36,323
	Boundary	AKG/Crown		7	320			$ 2,240
	MUTE Control Switch	LED Array Mute	4 Per Rm	28	239			$ 6,692
SPEAKERS	Ceiling -4	CS-FAP42TC	10 Per Room	70	154			$ 10,780
VIDEO CONF.(VTC)	ClearOne	Live 600	Codec Only	7	7489			$ 52,423
CAMERA	Marshall	HD/SDI	5 per Rm. Inc. 2 Lens/Mount	35	958			$ 33,530
	Cam Power Supply	Altronix	16 Port -1 Per Rack	4	729			$ 2,916
	TVOne - HDSDI	Video Switcher	2In;4 In; 1 Out	7	15524			$ 108,668
CONTROL	Crestron	7" Panel	CP3 Proc; Mount; POE	7	3469			$ 24,283
CORE AV FRAMEWORK	Crestron	DM-Switcher	8X8-CPU3	7	4299			$ 30,093
	Crestron	DM-IPC-4KZ	4 Per Rm	28	1099			$ 30,772
	Crestron	4K-IPC-HDMI	4 Per Rm	28	800			$ 22,400
	Crestron	DM-4KZ-OPC-2CH	2CH - 2 Per Rm	14	1299			$ 18,186
	Crestron	DM-HDMI-OPC	2 Per Rm	14	1799			$ 25,186
	Crestron	DM-DA-4	1:4 HDMI to DM-HDBT	7	2699			$ 18,893
	Crestron	DM-TX -CTRL	Transmitter + Rm Controller . 2 In	7	1549			$ 10,843
	Crestron	DM-RX -CTRL	Receiver + Rx Rm Controller	7	8129			$ 56,903
	Crestron	RM PWR COND	RackKit; PwrPack; & Pwr Condit. +PC300	7	2250			$ 15,750
CABLES	Stereo + RS232	Various		1	1036			$ 1,036
	HDMI + SDI	Various	Over 210 HDMI & HDSII	1	4334			$ 4,334
	CAT6- STP	Various	500+; various length	1	11000			$ 11,000
			PAGE 1	MATERIALS SUBTOTAL				$ 592,449

CourtSmart™		DATE:	16 November 2020
		TIN:	04-3358086

CourtSmart Digital Systems, Inc.		Site:	LAS VEGAS MUNICIPAL COURT
51 Middlesex Street			
North Chelmsford, MA 01863		Quote Type:	NEW INSTALLATION - 7 ROOMS
978-251-3300		Document:	COST SHEET - PAGE 2
www.courtsmart.com		Quote Version:	3.0
Prepared for:		Quote Expiration Date:	14 February 2021

TYPE	DESCRIPTION	MODEL	SPEC	QTY	COST EA.			TOTAL
	LCDs w/ Annotation	P2418HT	6Per Rm - Annot. Capable	42	659			$ 27,678
	NETWORK SWITCH	2416POE	POE Sw/ 1 per Rm	7	399			$ 2,793
MISC.	XLR, CXNR	10/32+XLR	Various + Ties	1	680			$ 680
SERVERS & WORKSTATIONS								
SERVERS	Audio Servers - 1PRI & 1 BU	Dell R540	2x 6C 2.1 GHz; 16 GBRAM; 16 TB HDD	2	10999			$ 21,998
	Video Capture Tower/BU	Dell 3630	Dual NIC Cards	4	2489			$ 9,956
	Video Capture Card	MG-2CH	HDSDI - 1 Per Rack	4	868			$ 3,472
			PAGE 2	MATERIALS SUBTOTAL				$ 66,577

CourtSmart		DATE:	16 November 2020
		TIN:	04-3358086

CourtSmart Digital Systems, Inc.	**Quote Prepared for:**	**LAS VEGAS MUNICIPAL COURT**
51 Middlesex Street		
North Chelmsford, MA 01863		
978-251-3300	**Document:**	**TOTALS COST SHEET**
www.courtsmart.com	**Quote Version:**	3.0
Prepared for: **Deirdra Morris**	**Expiration Date:**	**14 February 2021**

TOTAL COSTS

MATERIALS SUBTOTAL - PAGE 1 (AV RACKS, MIXERS, INFRASX.	$	592,449
MATERIALS SUBTOTAL - PAGE 2 - (PODIUM, SERVERS, MISC.)	$	66,577
TOTAl MATERIALS COST	$	659,026
TOTAL PROGRAMMING COSTS	$	3,000
TOTAL AV LABOR	$	83,160
TOTAL IT LABOR	$	14,400
TRAVEL COSTS	$	31,000
TOTAL	**$**	**790,586**

ESTIMATED ANNUAL MAINTENANCE

	Annual Maintenance includes Materials only	Materials			Maintenance
YEAR 1	Initial Year Maintenance is Included	$659,026			0
					0
YEAR 2	Annual Maintenance is 12% of Materials	$659,026			$79,083
YEAR 3	Annual Maintenance is 12% of Materials	$659,026			$79,083
YEAR 4	Annual Maintenance is 12% of Materials	$659,026			$79,083
YEAR 5	Annual Maintenance is 12% of Materials	$659,026			$79,083

DATE:	16 November 2020
TIN:	04-3358086

CourtSmart Digital Systems, Inc.		**Document:**	**COURTSMART STANDARD TERMS**
51 Middlesex Street			
North Chelmsford, MA 01863			
978-251-3300			
www.courtsmart.com		**VERSION**	**2020**

COURTSMART STANDARD TERMS

ALL PRICES ARE PLUS ANY APPLICABLE TAXES THAT THE USER IS SUBJECT TO ARISING FROM THIS TRANSACTION.

CourtSmart is basing the following quotation upon information provided to us by members of your staff. The requirements that were provided to us serve as the basis upon which our recommendation is based. Should your requirements change, it may be necessary to adjust our recommendations or pricing accordingly. ***CourtSmart*** reserves the right to substitute hardware manufacturers and models based upon availability and/or technology improvements. Any hardware so substituted will be of equal or greater performance. The prices quoted are valid for a period of 90 days from the date of this quotation and may be extended by agreement of the parties.

WARRANTY AND MAINTENANCE: All ***CourtSmart*** supplied software and hardware comes with a standard **one (1) year warranty** from date of installation. This warranty covers all parts and labor for any failures that occur in the normal course of system operation. It does not cover problems that occur through the misuse or abuse of the system nor does it cover administrative, policy changes, or other non-support or maintenance actions taken or modifications made to the system contrary to the express direction of ***CourtSmart*** or failure to seek approval prior to undertaking such actions. Third party software such as Microsoft Windows and SQL are not covered under warranty or maintenance. ***CourtSmart*** provides at the conclusion of the warranty period a maintenance contract covering applicable software enhancements, fixes, and upgrades deemed appropriate by ***CourtSmart*** at its sole discretion, as well as providing 1-800 telephone support. The annual maintenance contract is invoiced at a cost of 12% per year of the purchase price of the system providing that a VPN or other high-speed access is provided for support, with no price escalation for renewal terms.

CourtSmart proprietary software is provided in accord with the attached Standard Terms and Conditions that provide the User with a limited, non-exclusive, personal license to use the software on the computer that it was originally installed and for the purpose originally intended. The end-user may not resell, assign, or give the software to any other entity without the express written permission of ***CourtSmart*** Digital Systems, Inc. Likewise; ***CourtSmart*** application software may not be installed on additional computers or in additional rooms without payment of the required licensing fees. ***CourtSmart*** does allow the transference of licenses from one computer to a replacement computer for maintenance or upgrade purposes. ***CourtSmart*** recording software is licensed to a specific room or venue and-other than in the case of an organizational move of the Las Vegas Municipal Court from one location to another- may not be relocated or dynamically switched to a different room without the payment of licensing fees or the express written permission of ***CourtSmart*** Digital Systems. Client software is licensed to a specific workstation PC.

CourtSmart developed hardware, reference manuals, and software constitutes a valuable asset of the corporation and is protected by Federal and International copyright law. The end-user must protect this material from accidental or deliberate disclosure to third parties by employees of the court system, its agents, or users of the system. Any such disclosures could cause irreparable harm to ***CourtSmart*** Digital Systems.

CITY OF LAS VEGAS
STANDARD TERMS AND CONDITIONS
FOR USE IN PURCHASE OF COMMERCIAL OFF THE SHELF SUBSCRIPTION-BASED SOFTWARE LICENSES

The Supplier shall provide the Software, goods, or services described in this Agreement subject to the following Standard Terms and Conditions, unless otherwise stated in the Order Form.

1. DEFINITIONS Unless otherwise specified in the Order Form, the following terms shall be given the meaning shown, unless context requires otherwise.

a) "Acceptance Tests" means those tests performed during the Performance Period which are intended to determine compliance of Software with the specifications, and to determine the reliability of the Software.
b) "Agreement" means these Standard Terms and Conditions, the Service Level Agreement, and any other documents specifically referenced in the Order Form.
c) "Breach" means the unauthorized access of the City's data.
d) "City" means the City of Las Vegas.
e) "Deliverables" means the Software and any other items (e.g. Documentation or reports) agreed to by the parties, to be delivered pursuant to this Agreement.
f) "Documentation" means manuals and other printed materials necessary or useful to the City in its use or maintenance of the Software or other goods or services provided hereunder. Manuals and other printed materials customized for the City constitute Work Product if such materials are required by a Statement of Work.
g) "Period of Maintenance Coverage" means the period of time, described on the Order Form, during which maintenance services are provided by the Supplier for a fixed monthly charge, as described in the Service Level Agreement.
h) "Software" is an all-inclusive term which refers to any computer programs provided by the Supplier under this Agreement, including applications, operating software, programming aids, or other programs.
i) "Supplier" means the individual, partnership, company, or corporation contractually obligated to provide the Software and/or services described in this Agreement.
j) "System" means the complete collection of Software, goods, and/or services described in this Agreement, integrated and functioning together.

2. APPLICABILITY. Notwithstanding any provision of U.C.C. 2-207, the Supplier's written acceptance of this Agreement, or the Supplier's commencement of performance without providing a written rejection of the Agreement to the City within five (5) days of receipt, shall convert this Agreement, in its entirety, into a legally binding contract. This Agreement, including any documents incorporated herein by express reference, is a complete integration, and there are no prior or contemporaneous additional agreements pertaining to the subject matter of this Agreement. Failure of either party to enforce any right or provision of the Agreement shall not be construed to be a waiver, and shall not prevent future enforcement of such right or provision. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain valid and binding.

3. RULES OF PRECEDENCE. In the event of a conflict, the following rules of precedence shall govern this Agreement:

a) Order Form
b) Statement of Work
c) Any attached Compliance Addendum
d) Standard Terms and Conditions
e) Service Level Agreement
f) U.C.C. Article 2, and
g) Any Supplier quotation

4. LAWS AND STATUTES. The Supplier will comply with all applicable federal, state and local laws and regulations.

5. RIGHTS IN WORK PRODUCT. All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Supplier pursuant to this Agreement, including papers, reports, charts, or Software, shall be the Supplier's exclusive property. The City will have Government Purpose Rights to the Deliverables. The City may not use, modify, reproduce, create derivative works from, or disclose Deliverables for any commercial purpose.

Unless otherwise specified in the Order From, the Supplier grants to the City, subject to the terms and conditions of this Agreement, a limited, royalty-free, non-exclusive, license to use the Software in the conduct of its own business, for the Agreement term specified

in the Order Form. Acceptance of third party software will be governed by the terms and conditions of this Agreement unless explicitly contradicted in the Order Form.

6. RIGHTS IN DATA. Data provided by the City, wherever stored, belongs to the City. The Supplier has no property interest in, and may assert no claim or lien on, or right to withhold from the City, any data it receives from, receives address to, or stores on behalf of the City. At any time during the term of this Agreement, and within 30 days of the expiration or termination of this Agreement, the Supplier will upon request return the data to the City, at no charge, in a format reasonably specified by the City. On city request, the Supplier will delete all City data and will provide appropriate certification to the City to document the disposal.

7. SECURITY. City data shall be stored and processed only in data centers located within the United States. The Supplier shall have and adhere to a reasonable, adequate, and appropriate security program to protect City data and the City's network. The Supplier shall comply with applicable data security and privacy laws. In the event of Breach, the Supplier will notify the City within 24 hours of the time it learns of the unauthorized access, and will investigate, mitigate, and remediate the breach. The Supplier must notify the City of any legal request to access the City's data, such as discovery searches or subpoenas.

8. SERVICES. Any services are to be performed by qualified and experienced Supplier personnel. On site work is to be performed during the City's regular work days and hours. Supplier personnel must follow all applicable codes of conduct for City employees, including dress code, anti-discrimination, anti-harassment, and ethical conduct guidelines. The City reserves the right to disapprove the continuing assignment of Supplier personnel.

9. TRAVEL. If travel expenses are allowed under this Agreement they must be included in the Order Form along with a not-to-exceed limitation. If allowed, the City will reimburse airfare up to the cost of coach fare with 7-day advance purchase. Reimbursement for all other expenses including, but not limited to lodging, meals, transportation, rental cars, parking, and incidental expenses, will be paid at current General Services Administrative per diem rates. The per diem rate will start concurrently with the first day of work performed on site at the City, and end with the last day of on site work at the City. The Supplier must complete a minimum of six hours of work for every day a per diem is paid. Travel must be coordinated in advance with the City's Project Manager. The City's Project Manager must approve any deviations to these procedures in writing.

10. TAXES. The City of Las Vegas, Nevada is exempt from paying Sales and Use Taxes under the provision of Nevada Revised Statues 372.325(4), and Federal Excise Tax, under Registry Number 88-87-0003k. The price(s) must be net, exclusive of these taxes. The Supplier shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any Deliverables or services delivered under this Agreement. The Supplier herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

11. INVOICES.
Invoices shall be sent to the "Bill To" address on the face of the City's purchase order (PO). Invoices must include the following: (i) Supplier name and address, (ii) date and unique invoice number, (iii) applicable Purchase Order number, and (iv) any other information (e.g., quantity, description, period of performance) necessary to identify the services or, if applicable, the Deliverable for which payment is requested. Invoices received that do not comply with the standards set forth herein may be returned to the Supplier unpaid.

The Supplier shall submit invoices for renewal Periods of Maintenance Coverage no later than 60 days prior to the end of the current Period.

12. CITY'S DUTY TO PAY. Upon reconciliation of all errors, corrections and credits, the City will make payment within thirty (30) calendar days, unless otherwise noted on the face of the PO. In the event the City fails to timely pay an undisputed invoice, the Supplier may initiate a dispute in accordance with Section 13, Disputes.

13. DISPUTES. The parties shall attempt to amicably resolve disputes through escalating levels of management. All unresolved disputes may be settled by arbitration in Nevada if agreed to by both parties; otherwise, litigation may be used. Notice of any dispute must be given in writing within thirty days of the claim, dispute, or matter giving rise to the dispute. Pending the final resolution of any dispute, the parties shall continue to perform in good faith.

14. GOVERNING LAW/VENUE OF ACTION. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of

Clark, State of Nevada. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. This Agreement was written in English, and the English version shall prevail over any translations.

15. NOTIFICATION. Notices will be addressed to the addresses or email addresses identified on the face of the Purchase Order.

16. TERMINATION FOR CONVENIENCE. The City shall have the right at any time to terminate this Agreement, in whole or in part, for any reason. Such termination shall become effective 30 days after written notice is provided by the City to the Supplier. The written notice shall specify the effective date of the termination if it is to be longer than the minimum 30 days required herein. The Supplier shall submit a written request for incurred costs for work performed through the date of termination, and shall provide any substantiating documentation requested by the City. The City will not be entitled to any refund of amounts already paid, and will not be obligated to pay amounts not yet due.

17. TERMINATION FOR CAUSE. If the Supplier fails to perform this Agreement under its terms, the City will provide written notice to the Supplier, and the Supplier will have a reasonable time (as stated in the written notice) in which to cure the breach. Reasonable time means not less than ten days, unless emergency situations dictate otherwise. Failure to cure within the stated time will subject the Supplier to a termination for cause, with no further liability to the City. The City will retain all rights to common law breach of contract remedies, including pro-rata refund of any amounts already paid.

18. INSURANCE. During the term of this Agreement, the Supplier shall maintain Workers' Compensation Insurance in accordance with statutory requirements and Comprehensive General Liability Insurance in a policy limit of not less than $1,000,000 per occurrence and $2,000,000 aggregate, at its own expense, for all services related to the performance of this Agreement.

19. INDEMNIFICATION

a. General Indemnity. Notwithstanding any of the insurance requirements set forth herein, the Supplier shall protect, indemnify and hold the City, its officers, employees and agents, harmless from and against any and all third-party claims arising under this Agreement. The requirements of this Section 19a, General Indemnity, shall not be subject to the limitation of liability in Section 20, Limitation of Liability.

b. Patent Indemnity. The Supplier indemnifies and shall hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by the City and its representatives, respectively, as a result of any claims or actions based on infringement or alleged infringement of any patent arising out of the use of the Software. The Supplier shall, at its sole expense, promptly defend against any such claim or action, provided the City shall notify the Supplier upon becoming aware of such claim or action. The requirements of this Section 19.b. Patent Indemnity shall not be subject to the limitation of liability in Section 20, Limitation of Liability.

20. LIMITATION OF LIABILITY. Each party's liability for damages arising from the breach of or failure to perform the obligations of this Agreement, regardless of the form of action, whether in contract or in tort, shall be limited to the amount paid to the Supplier over the preceding twelve month period. The foregoing limitation of liability shall apply even if the liable party is advised in advance of the possibility of damages or if the damages were foreseeable, and even if the claimant's remedies fail of their essential purpose. In no event will either party be liable to the other for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

The foregoing limitation of liability shall not apply to gross or negligent misconduct, or intellectual property or patent infringement claims or losses by either party.

21. INDEPENDENT CONTRACTOR. The Supplier is acting as an independent contractor under this Agreement, and not as an employee of the City.

22. TIMELINESS. The Supplier shall adhere to the delivery and completion schedules in this Agreement. The Supplier will not be responsible for any delay, cost increase, or other consequence to the extent it is caused by the City's failure to fulfill its responsibilities set forth herein. If the Supplier determines a delay exists or is probably, the Supplier will promptly notify the City in writing.

23. ACCEPTANCE TESTING. Following the installation of Software and completion of any training of City personnel, the City will have a 60 day acceptance testing period to determine if the Software conforms to its specifications and documentation, and if it is capable of running the City's actual data. The City will notify the Supplier of any failure encountered during this acceptance testing period, and the Supplier will have 30 days to correct any nonconformities. If the nonconformities are not corrected, the City may terminate the

Agreement in accordance with Section 16, Termination for Cause, and the Supplier agrees to refund the Software purchase price. Use of the Software during the acceptance testing period does not constitute acceptance of the Software. At the end of the acceptance testing period, the Software will be deemed accepted by the City unless the City notifies the Supplier in writing otherwise prior to the expiration of the acceptance testing period.

24. WARRANTIES

a. Services. The Supplier warrants that all services performed are in accordance with current, sound and generally accepted industry practices by qualified personnel trained and experienced in the appropriate fields and that the services are in conformance with any specification/statement of work contained or referenced in this Agreement. In the event of a breach of this warranty, the Supplier shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty. This warranty begins on delivery and ends one year thereafter.

b. Goods. The Supplier warrants that goods supplied under this Agreement are free of defects in material, workmanship and design, suitable for the purpose intended, and in compliance with all applicable specifications. This warranty begins on delivery and ends one year thereafter.

The City's remedy for breach of these warranties will be limited to, in the City's discretion: (i) replacement or repair of the nonconforming Goods, or (ii) refund of all amounts paid by the City for and in support of the nonconforming Goods.

c. Software. The Supplier warrants that Software will substantially conform to the requirements of this Agreement, will be free of material defections in workmanship, and will perform in accordance with its license and accompanying Documentation. This warranty begins on delivery and continues for as long as the City maintains an active Period of Maintenance Coverage for the Software. The Supplier warrants that Software will, at time of delivery, be free of harmful code such as viruses, time bombs, disabling code, etc.

The Supplier does not warrant that the Software is error-free, or that it will run without immaterial interruption. The Supplier will have no responsibility for claims to the extent they arise from modifications or integrations made by the City (unless such modification is approved or directed by the Supplier), or from misuse by the City.

The City's remedy for breach of these warranties will be limited to, in the City's discretion: (i) replacement or repair of the nonconforming Software, or (ii) refund of all amounts paid by the City for and in support of the nonconforming Software.

d. Power and Authority. The Supplier warrants that it has full power and authority to grant the rights herein granted, and will hold the City harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) brought by a third party arising out of any breach of this warranty. Further, the Supplier will not enter into any arrangement with any third party which might abridge any rights of the City under this Agreement. The City will notify the Supplier of any such claim in writing within a reasonable time. The Supplier will have sole control of the defense on such claim. The City may participate in the defense at its own expense. The City will reasonably cooperate in the defense and any related settlement negotiations. This warranty begins on delivery and ends three years after the termination or expiration of this Agreement.

e. Gratuities. The Supplier warrants that no gratuities (in the form of entertainment, meals, gifts, or otherwise) were offered or given by the Supplier, or any Supplier agent or representative, to any officer or employee of the City. This warranty begins on delivery and ends three years after the termination or expiration of this Agreement.

f. Disclaimer of All Other Warranties. EXCEPT FOR THE EXPRESS WARRANTIES ABOVE, THE SUPPLIER MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

25. INSPECTION. All Deliverables may be subject to inspection and test by the City or its authorized representative. If deficiencies are detected, the Deliverable(s) will be rejected by written notice from the City, and the Supplier will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made; the goods and/or services are re-inspected and accepted. If no notice of rejection is provided by the City within 30 days of delivery, the Deliverables will be deemed accepted by the City. Acceptance does not waive warranty rights, and is final except as it relates to latent defects, fraud, and gross mistakes amounting to fraud.

26. AUDIT OF RECORDS [CAO-5/2/12].

a. The Supplier agrees to maintain the financial books and records (including supporting documentation) pertaining to the performance of this Contract according to standard accounting principles and procedures. The books and records shall be

maintained for a period of three (3) years after completion of this Contract, except that books and records which are the subject of an audit finding shall be retained for three (3) years after such finding has been resolved. If the Supplier goes out of business, the Supplier shall forward the books and records to the City to be retained by the City for the period of time required herein.

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

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

27. CONFIDENTIALITY. The City is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's records are public records, subject to inspection and copying by any person, unless declared by law to be confidential. This Agreement and all supporting documents are deemed to be public records.

Internal financial, technical, software code, trade secrets, and other proprietary information of each party is considered confidential. Each party shall use no less than the same means it uses to protect its own confidential information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidential information of the other party. Each party will promptly notify the other of any disclosure or requested disclosure of confidential information.

The recipient of confidential information may use or disclose it to the extent it is: (i) already known by the recipient without an obligation of confidentiality, (ii) received from a third party without an obligation of confidentiality, (iii) independently developed by the recipient without use of confidential information of the disclosing party, or (iv) required to be disclosed pursuant to a requirement of a governmental agency or law, so long as the recipient provides the disclosing party with notice of such requirement prior to any such disclosure and takes reasonable steps to maintain confidentiality, including allowing the disclosing party to provide an injunction barring release, should the disclosing party elect to do so.

News releases, endorsements, advertising, and social media content pertaining to this Agreement shall not be released without prior written approval of the other party.

28. FORCE MAJEURE. The parties are excused from performance by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the Government.

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not appropriated or if legal restrictions are placed upon the expenditure of monies for the subject of this Agreement.

29. ASSIGNMENT AND MODIFICATION. This Agreement is not assignable or modifiable unless accomplished in writing and signed by all parties. However, on written notice to the City, this Agreement may be unilaterally assigned (but not otherwise modified) by the Supplier to any entity acquiring 51% or more of its stock or assets.

30. NON-DISCRIMINATION AND FAIR EMPLOYMENT PRACTICES

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

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

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

31. COUNTERPART SIGNATURES. This Agreement may be executed in counterparts. All such counterparts will constitute the same Agreement. Executed copies may be delivered by e-mail and, upon receipt, will be deemed originals and binding upon the parties.

32. ACCESS TO COURT PROPERTY. This Agreement may allow for unescorted access to Las Vegas Municipal Court property. The Supplier shall abide by all Criminal Justice Information Systems (CJIS) and Las Vegas Municipal Court security requirements, including fingerprinting and background checks for individuals who may have unescorted access. The Supplier must maintain all requirements current during the entire term of the Agreement, including any renewals.

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

CITY OF LAS VEGAS

ABBE YACOBEN, CPFO — Date
Acting Manager, Purchasing & Contracts

COURTSMART

ANDREW J. TREINIS — Date
President/CEO

ATTEST:

LUANN D. HOLMES, MMC — Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney

11/24/2020

Deputy City Attorney — Date

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
19

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

SUBJECT:
For possible action to approve award of Contract No. 210102-JH, Blanket Designated Services Contract for Citywide Transportation Grant Support Program - Department of Public Works - Award recommended to: PARAMETRIX, INC. ($250,000 - Various Funds) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $250,000
Funding Source: Various Funds
Dept./Division: Public Works

PURPOSE/BACKGROUND:
The consultant will provide professional services to prepare grant applications for transportation infrastructure improvements throughout the City of Las Vegas, on a task order basis. Award of this contract is recommended by the City of Las Vegas consultant selection committee based upon the 2020 Statement of Qualification process. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Parametrix, Inc. has an office in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 210102-JH
2. Certificate - Disclosure of Ownership/Principals

BLANKET DESIGNATED SERVICES CONTRACT
FOR
CITYWIDE TRANSPORTATION GRANT SUPPORT PROGRAM

THIS CONTRACT is made and entered into this _____ day of _____, _____, by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (herein the "City") whose address is 495 S. Main Street, Las Vegas Nevada 89101, and **PARAMETRIX, INC.**, (the "Consultant"), **a CORPORATION**, whose address is **1019 – 39TH AVENUE SE, SUITE 100, PUYALLUP WASHINGTON 98374**.

W I T N E S S E T H:

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

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

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

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

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

1.4 ***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.

1.5 ***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.

1.6 ***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.

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

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

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

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

1.8 ***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.

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

1.10 ***Responsibility for Construction Document Revisions***

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

1.10.2 ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with

the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

2.0 CITY RESPONSIBILITIES

2.1 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

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

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

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

3.0 CHANGES TO CONSULTANT'S SERVICES

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

3.2 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.19.2 and 10.19.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

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

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

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:

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

5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,

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

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

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect through December 31, 2022 unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract. The City reserves the right to exercise an option to temporarily extend this Contract for up to thirty (30) calendar days from the expiration date, for any reason.

6.2 ***Task Orders***. Task Orders executed during the term of this Contract shall remain in force under the terms of this Contract until the responsibilities for each Task Order are completed, even if this Contract is no longer in effect.

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

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.04. 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 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.01.

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, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.19.1 of this Contract.

7.6 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.19 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

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

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

9.1 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices.

The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

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

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.4 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

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

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

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

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

10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

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

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

10.3.2.2 terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.19.

10.3.2.3 In the event that the City elects to implement 10.3.1.2(i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

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

City agrees to waive any and all claims against the Consultant and to defend, indemnify, and hold the Consultant harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the City's use, reuse, or alteration by any new consultant or other agent of the City, of the Documents. The Consultant shall be

entitled to retain a reproducible copy of the Documents furnished to the City; however, the Consultant shall not sell, license, or otherwise market the Documents in any way.

10.4.1 ***Delivery of Documents.***

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

10.4.1.2 In the event of the suspension or termination of this Contract, the Consultant shall have the right to invoice the City to request full payment for all services performed or furnished in accordance with this Contract through the suspension or termination date. Any dispute regarding the amount of any payment to be made by the City under this Contract shall not diminish, restrict or limit the right of the City to promptly receive delivery of any and all plans, drawings, specification, and all other documents (including without limitation, design concepts and sketches, test results, evaluations, reports and studies), including the magnetic or electronic media of the aforementioned documents, not in possession of the City. The Consultant may file a claim pursuant to Section 10.19 of this Contract for any disputed payment claims.

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

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4 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 the Contract, the following coverage(s):

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

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

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.4 ***Professional Liability Insurance*** (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract.

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

10.5.6 All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

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

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention EXCULDING Professional Liability may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. Professional Liability deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance, and the Professional Liability deductible or self-insured retention shall not exceed Two-Hundred Fifty Thousand dollars ($250,000) without the prior written approval of the City.

10.5.9 Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

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

10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.

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

10.5.14 ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.05 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.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

As part of its obligation hereunder, the Consultant shall, at its own expense, defend the Indemnitees against the Claims brought against them, or any of them, which is caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, or agents, for and against which the Consultant is obligated to indemnify the Indemnitees pursuant to this Section, unless the Indemnitees, or any of them elect to conduct their own defense which, in such case, shall not relieve the Consultant of its obligation of indemnification set forth herein. If the Consultant or the Consultant's insurer fails to defend the Indemnities as required herein, the Indemnitees shall have the right, but not the obligation, to defend the same and, if the Consultant is adjudicated by the trier of fact to be liable, the Consultant agrees to pay the direct and incidental

costs of such defense (including reasonable attorney fees and court costs) which is proportionate to the liability of the Consultant.

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.05, 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 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.7 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

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

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

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

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

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

10.9.4 it has, pursuant to the requirements of Resolution 79-99 adopted by the City Council on August 4, 1999, (effective October 1, 1999), as amended by resolution 105-99 (adopted by the City Council on November 17, 1999), disclosed on the form attached hereto as Exhibit "G" (Disclosure of Ownership/Principals) all of the principals, including partners, of the Consultant, as well as all persons and entities holding more than a one percent (1%) interest in the Consultant or any principals of the Consultant. If the Consultant, or its principals or partners, are

required to provide disclosure under federal law (such as Securities and Exchange Commission or the Employee Retirement Income Act) and current copies of such federal disclosures are attached to Exhibit "G," the requirements of this Section shall be deemed satisfied. During the term of this Contract, the Consultant shall notify the City in writing of any material change in the above disclosure on Exhibit "G" within fifteen (15) days of such change.

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

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

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

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

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

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

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

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

10.15.1 ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party;

or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 ***Requirements.*** Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

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

10.20 ***Claim or Dispute Resolution***

10.20.1 ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***Resolution by Management. The*** City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20C. 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.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

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

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

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

10.25 **Contract Version.** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Abigail Yacoben, Acting Manager Purchasing & Contracts

CONSULTANT – PARAMETRIX, INC.

By: Bardia Nezhati · 11/23/2020
Bardia Nezhati, Senior Vice President

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 11/16/2020
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

LIST OF EXHIBITS *

EXHIBIT " A " SCOPE OF SERVICES

EXHIBIT " B " REQUIRED SUBMITTALS

EXHIBIT " C " PERFORMANCE SCHEDULE

EXHIBIT " D " FEE BREAKDOWN

EXHIBIT " E " COMPENSATION

EXHIBIT " F " KEY PERSONNEL LIST

EXHIBIT " G " CERTIFICATE OF DISCLOSURE

EXHIBIT " H " PROJECT TASK ORDER

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

EXHIBIT A
SCOPE OF SERVICES

100 GENERAL

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

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

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

Grant Support Consulting Services, Traffic Engineering and Transportation Planning.

100.2.1 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.

100.3 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.

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

100.4.1 The City shall provide:

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

100.4.2 The Consultant shall provide:

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

100.5 Documents approved in the MasterWorks software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MasterWorks software

to provide approvals, and no excuse will be entertained by the City for unauthorized MasterWorks software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MasterWorks approvals, upon City request.

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

END OF EXHIBIT "A"

EXHIBIT B
REQUIRED SUBMITTALS

200 GENERAL

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

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

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

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

END OF EXHIBIT "B"

EXHIBIT C
PERFORMANCE SCHEDULE

300 GENERAL

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

END OF EXHIBIT "C"

EXHIBIT D
FEE BREAKDOWN

400 GENERAL

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

400.2 The total Blanket Contract maximum not-to-exceed fee for all of the Project Task Orders is **$250,000.00**.

401 PAYMENT

401.1 The City agrees to pay the Consultant on the basis of direct salary (Exhibit E – Section 500), times a **multiplier of 3.13**, plus approved non-salary expenses identified in Section 7.03, Section 7.04, and Exhibit E based on the Consultant's acceptable completion of the Scope of Services per individual task orders. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, not to exceed the fee set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract.

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

401.3 The City Representative shall have the authority to make such work scope adjustments to the line items within the task orders without processing this Contract for an amendment or additional services authorization, if (1) the revisions are documented and agreed to by the Consultant and City in writing prior to performance and (2) the Total Not to Exceed Cost for the contract/task order are not exceeded.

END OF EXHIBIT "D"

EXHIBIT E
COMPENSATION

500 CONSULTANT HOURLY RATES

500.1 The following hourly rates represent the maximum allowable direct salary rate billable for payment of basic and additional services, as well as the basis for negotiation of added and reduced services. These hourly rates are valid for the duration of the Project and are representative of maximum direct salary costs. The Multiplier included in Exhibit D (Fee Breakdown) shall include associated overhead, administration, direct costs except as detailed in Section 7.03 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	MAXIMUM HOURLY RATE
Principal	$154.00
Project Manager	$65.00
Senior Engineer	$78.00
Engineer	$36.00
Senior Planner	$50.00
Planner	$25.00
Graphics	$43.00
Document Administrator	$52.00

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

501 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	SUBMITTALS	SCHEDULE IMPACT	NOT-TO-EXCEED
None authorized or anticipated as of the date of this Contract.			$0
			$0

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

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

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

502 REIMBURSABLE EXPENSES

502.1 The following Reimbursable Expenses are allowed:

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

502.2 For Reimbursable Expenses of the Consultant, the City shall compensate the Consultant a multiple of one (1.0) times the actual direct costs incurred by the Consultant. The multiplier includes all compensation for overhead and profit.

502.3 Reimbursable Expenses are limited to specific pre-authorized items or services purchased from third parties to this Contract, dedicated to only this Project. Additions to the above allowed Reimbursable Expenses may only be granted as a written amendment to this Contract.

502.4 If Reimbursable Expenses are established in this Contract as a fixed sum or a not-to-exceed amount, the Consultant has determined that this Reimbursable Expense amount will not be exceeded for the allowed Reimbursable Expenses for performance of the Services set forth in Exhibit "A" (Scope of Services), and accordingly does hereby assume the risk to complete the performance of this Contract without further compensation for Reimbursable Expenses should the costs exceed this fixed sum or not-to-exceed amount for Reimbursable Expenses.

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

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

502.6.1 Expenses shall be based on actual costs submitted for reimbursement with valid original receipts. If a receipt is not normally provided for the expense, a certification signed by the traveler shall be submitted. Submitted receipts for travel and per diem reimbursement shall name each traveler covered.

502.6.2 Rates for lodging and individual meals shall not exceed the published U.S. General Services Administration rates at Clark County, Nevada, including the 75% limitation on the day of departure and return.

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

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

END OF EXHIBIT "E"

EXHIBIT F
KEY PERSONNEL LIST

600 CITY PERSONNEL

600.1 CITY REPRESENTATIVE: Greg McDermott

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Joey Paskey

600.3 CITY REPRESENTATIVE FOR EACH SUBSEQUENT PROJECT TASK ORDER: As stated in each Project Task Order.

601 CONSULTANT'S PROJECT STAFF

601.1 Unless stated otherwise in the Project Task Order, The following personnel will be assigned by the Consultant to work on the subsequent Project Task Order work. Any changes or additions require City approval.

601.1.a **CONSULTANT REPRESENTATIVE (who may also be one of the following staff):**

601.1.b **RESPONSIBLE IN CHARGE PERSON**: Bardia Nezhati, PE, PTOE

601.1.c **IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER**
(List Engineer/Architect License number) Bardia Nezhati, PE License Number 013482

601.1.d **PROJECT MANAGER:** Jackie Kuechenmeister, AICP

601.1.e **SENIOR PLANNER:** Jackie Kuechenmeister, AICP

601.1.f **GRAPHICS:**

601.2 CONSULTANT'S SUBCONSULTANTS

601.2.a Unless stated otherwise in the Project Task Order, the following subconsultants will be contracted with and utilized by the Consultant to work on the Project. Any changes or additions require City approval.

None. All work to be performed by Consultant employees.

END OF EXHIBIT "F"

EXHIBIT "G"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with 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: Parametrix, Inc.	
Address: 1019 – 39th Avenue SE, Suite 100	**City / ST / Zip:** Puyallup, WA 98374
Telephone: 253-604-6600	**EIN or DUNS :** 91-0914810
Block 2: Description / Subject Matter of Contract	
Services for: Transportation Grant Support Program	**Project Number:** 210102-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	Holli Moeini / CFO	1019 - 39th Ave SE, Suite 100 Puyallup, WA 98374	253-604-6600
2	Jeff Peacock / CEO	719 - 2nd Ave, Suite 200 Seattle, WA 98104	206-394-3700
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: 0

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: 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.

Janice Wakele
Signature

10/21/2020
Date

Subscribed and sworn to before me this 21 day of October, 2020

Shannon E. Ihlen
Notary Signature

SHANNON E IHLEN 89492 NOTARY PUBLIC COMM. EXPIRES 12-07-22 STATE OF WASHINGTON

EXHIBIT "H"
PROJECT TASK ORDER

Number H- ___

FOR
CITYWIDE TRANSPORTATION GRANT SUPPORT PROGRAM

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

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

Project Name:	
Location:	
Description:	
Construction Cost Budget:	$

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

Section A – Scope of Services

1000 SCOPE OF THE PROJECT

1000.1 Proposal Included. In addition to the services to be provided within this Contract and its Exhibits, the scope of services is additionally contained in the Consultant's proposal dated , attached and included as **Exhibit "H-_-1**". Terms contained in the Consultant's proposal, other than the description of the scope of work to be accomplished by the Consultant, are not included by this reference into this Contract.

1000.1.1 **SCOPE OF PROJECT**. The scope and location of the Project is generally described as follows:
Site address: _____
Approximate gross site acreage: _____
Approximate gross building square footage: _____
Offsite improvement area: _____
Improvement description: _____
As shown on the attachment to this Exhibit, titled _____

1000.1.2 **SCOPE OF SERVICES.**

- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF SERVICES FOR THIS PROJECT TASK ORDER HERE - - - - -

PROJECT MANAGEMENT

1000.2 ***MasterWorks Software***. Upon City request, Consultant shall utilize the City's online project management software (MASTERWORKS) as the primary means of communication with the City for this Project including, but not limited to, correspondence, contract changes, claims, reports, schedules, invoices, photos, drawing and specification submittals, and construction administration.

1000.2.1 City shall provide:

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

1000.2.2 Consultant shall provide:

- Training of Consultant personnel required to utilize the MASTERWORKS software, except as provided by the City above.
- Information using the forms, screen views, and information fields provided in the software and training materials.
- Electronic notification in the MASTERWORKS software of any submittals that cannot be transmitted electronically, such as material samples.
- Large format scanning capabilities with file size, resolution, and file naming convention as directed by the City.
- Computer hardware, software, peripheral equipment, accessories, and Internet access as needed to integrate with and fully utilize the MASTERWORKS software, such as Adobe Acrobat, Internet Explorer, and Microsoft Word.
- Frequent monitoring of the MASTERWORKS software.
- Documents approved in the MASTERWORKS software shall have the same effect as ink-signed originals. Accordingly, the Consultant is required to safeguard his usernames and passwords, particularly those that have been given the rights within the MASTERWORKS software to provide approvals, and no excuse will be entertained by the City for unauthorized MASTERWORKS software access that uses the Consultant's assigned usernames. The Consultant shall ink-sign documents, in addition to or instead of the MASTERWORKS approvals, upon City request.

ADD THE APPROPRIATE FEDERAL FUNDING REQUIREMENTS HERE FOR YOUR PROJECT

CDBG, SNPLMA AND ARRA REQUIREMENTS CAN BE CUT AND PASTED FROM OUR NET

DO NOT INCLUDE ANY CONSULTANT EXCLUSIONS, CONSULTANT ASSUMPTIONS, OR OTHER CONDITIONS THAT LIMIT THE CONSULTANT'S RESPONSIBILITY WITHOUT REVIEW FROM THE CITY ENGINEER AND THE CITY ATTORNEY.

NEVER ADD ANY LANGUAGE THAT USES WORDS LIKE INDEMNIFICATION, INDEMNITY, INDEMNIFY, DEFEND, OR HOLD HARMLESS.

END OF SECTION "A"

Section B – Required Submittals

2000 SUBMITTALS

2000.1 In addition to the submittals required by the Blanket Services Contract For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall deliver the following minimum submittals and deliverables for the Project, which shall be accomplished as soon as practical after the completion of each event, task, phase, and service, and as a prerequisite to payment for each related event, task, phase, and service.

- - - - - -TYPE IN THE ENTIRE DETAILED SCOPE OF THE DELIVERABLES FOR THIS PROJECT TASK ORDER HERE - - - - -

2000.2 All reports shall be on white acid-free paper, 8-1/2 x 11 inches, suitable for photocopying and bound in booklet form.

2000.3 Submittals to regulatory agencies shall be as required for each agency.

2000.4 It is understood that the City may make and distribute copies of the reports as necessary in connection with the Project without incurring obligation for additional compensation.

END OF SECTION "B"

Section C – Performance Schedule

3000.1 For the services set forth in Section "A" (Scope of Services) of this Project Task Order, the Consultant shall accomplish the services in accordance with the following schedule.

3000.1.1 The start date for the Consultant's scope of services shall be, without any further notice requirement, the date of this Project Task Order. Site access is hereby provided to the Consultant by the City for the scope of services contained in this Project Task Order. The City either has title to the property and the right of entry, or the City has secured permission from the present owner and tenant for entry to the property. The Consultant shall coordinate site access with any contractors working on site.

3000.1.2 The maximum allowed time to complete each portion of the work is as follows:

BY PHASE	CALENDAR DAYS TO COMPLETE	REMARKS
Programming and Conceptual Design	00	Includes 2 week City review period.
Schematic Design	00	Includes 2 week City review period.
Design Development	00	Includes 1 week City review period.
Construction Documents	00	City review is concurrent with drawings.
Bidding		City determined.
Construction		City determined.
Post Construction		City determined.
TOTAL	**0**	

OR - - - - - DELETE THE TABLE ABOVE OR BELOW THAT IS NOT USED FOR YOUR TASK ORDER - - - - -

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

END OF SECTION "C"

Section D – Fee Breakdown

4000 COMPENSATION

4000.1 The maximum compensation to be paid to the Consultant for performance of this Contract including Basic Services, Additional Services, and Reimbursable Expenses shall not exceed $_____. Increases to total compensation may only be authorized by written amendment or change order to this Task Order. This compensation amount is comprised of the parts described in this Section "D" (Fee Breakdown).

- - - SELECT ONE OF THE FOLLOWING PAYMENT METHODS AND DELETE THE OTHER OPTIONS - - -

4001 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E for each phase of the Project identified in this Section "D" (Fee Breakdown). The Consultant agrees to perform the services required under this Contract Section "A" (Scope of Service) for the not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each phase pursuant to monthly invoices submitted in accordance with this Contract based upon the percentage of services completed for each phase. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services).

PHASE	PERCENT of TOTAL	NOT-TO-EXCEED FEE	REMARKS
Programming and Conceptual Design	%	$0.00	
Schematic Design	%	$0.00	
Design Development	%	$0.00	
Construction Documents	%	$0.00	
Bidding	%	$0.00	
Construction	%	$0.00	
Post Construction	%	$0.00	
	TOTAL	$0.00	

OR - - - - - (DELETE METHODS NOT USED) - - - - -

4001.1 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF DELIVERABLES

For the services set forth in Section "A" (Scope of Services), the City agrees to pay to the Consultant in accordance with Section 7.0 and Appendix E based upon the completed of, and acceptance by the City, of each Deliverable identified in Section "A" (Scope of Services). The Consultant agrees to perform the services and complete the Deliverables required under this Contract Section "A" (Scope of Services) for not-to-exceed amount set forth in this Section "D" (Fee Breakdown). Payment shall be made for each completed Deliverable pursuant to invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

DELIVERABLE	NOT-TO-EXCEED FEE	REMARKS
	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
TOTAL	$0.00	

OR - - - - - (DELETE METHODS NOT USED) - - - - -

4001.2 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

The City agrees to pay the consultant in accordance with Section 7.0 and Appendix for each task and, if applicable, each subtask, set forth in Section "A" (Scope of Services) which is completed by the Consultant. The Consultant agrees to perform the services necessary to complete each task and, if applicable, each subtask, for the not-to-exceed amount of set forth in this Section "D" (Fee Breakdown). Payment shall be made for completed tasks pursuant to monthly invoices submitted in accordance with this Contract. The not-to-exceed fee shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Section "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.

TASK	QUANTITY	UNIT PRICE	UNIT	ESTIMATED COST
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
		$0.00	Per	$0.00
			TOTAL	$0.00

OR - - - - - (DELETE METHODS NOT USED) - - - - -

4001.3 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON COMPLETION OF TASKS

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

A Total Not-To-Exceed Cost for Completion of Tasks is hereby established as set forth below. The quantity of tasks will be determined and pre-authorized in writing to the Consultant by the City Representative over the course of the Project, including adjustments of the estimated quantity of units between line-item tasks, without the need to amend

this Contract up to the Total Not-To-Exceed Cost. Fees for additional tasks not described in this Section "D" (Fee Breakdown) may be negotiated over the course of the Project and utilized as part of the Total Not-To-Exceed Cost for Completion of Tasks without amending this Contract. Tasks performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost for Completion of Tasks shall not be obligated for compensation.

Increases to the Total Not-To-Exceed Cost for Completion of Tasks may only be authorized by amendment or change order to this Contract. Amendments or change orders to this Contract must be in writing and signed by both parties prior to the performance of any service resulting in an increase to this Total Not-To-Exceed Cost for Completion of Tasks.

TASK	FIXED FEE UNIT PRICE	UNIT	ESTIMATED QUANTITY OF UNITS	ESTIMATED COST	REMARKS
	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
	$	Per	1	$	
TOTAL NOT-TO-EXCEED COST				**$**	

OR - - - - - (DELETE METHODS NOT USED) - - - - -

4001.4 BASIC SERVICES PAYMENT, NOT-TO-EXCEED COST BASED ON HOURLY AND TESTING RATES

For the services set forth in Exhibit "A" (Scope of Services), the City agrees to pay to the Consultant based upon the Consultant hourly rates and testing rates established in the Consultant's attached proposal dated _____based upon the completed and approved services performed for the prior month. The Consultant agrees to perform the services required under this Contract Exhibit "A" (Scope of Services) for no more than the amount of the Total Not-to-Exceed Cost set forth in this Exhibit "D" (Fee Breakdown). Payment shall be made pursuant to monthly invoices submitted in accordance with this Contract. **The Total Not-to-Exceed Cost shall constitute the maximum compensation to be paid to the Consultant regardless of the number of man-hours actually expended to complete the performance of the services set forth in Exhibit "A" (Scope of Services) through the completion of the construction including the completion and final approval of all required reports.**

SERVICE	NOT-TO-EXCEED COST	REMARKS
Special Inspection and Materials Testing	$0.00	
	$0.00	
	$0.00	
	$0.00	
	$0.00	
TOTAL NOT TO EXCEED COST	$0.00	

4001.5 The amounts shall not be shifted between the Not-to-Exceed Cost for each service shown above unless the City Representative so authorizes in writing.

4002 ALLOWANCE FOR ADDITIONAL SERVICES

4002.1 A Not-To-Exceed Allowance for Additional Services is hereby established as set forth below. The City Representative has authority to pre-authorize in writing Additional Services up to the Total Not-To-Exceed Cost. Services performed prior to receiving the required written authorization or in excess of the Total Not-To-Exceed Cost shall not be obligated for compensation.

4002.2 Additional Services are services provided in the interests of the Project that are not set forth in Section "A" (Scope of Services).

4002.3 The Consultant shall be compensated for Additional Services in accordance with the Additional Services fees set forth in Section "E" (Additional Compensation), or if no Additional Service fee has been established for the service, in accordance with the Consultant Hourly Rates established in Section "E" (Additional Compensation). Additional Service compensation disputes shall be resolved in accordance with the claims and disputes provisions of this Contract and shall not be cause for the Consultant to delay providing requested services. Payment shall be made for each completed Additional Service pursuant to invoices submitted in accordance with this Contract.

4002.4 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 or change order to this Contract to allow them as Reimbursable Expenses.

4002.5 Increases to this Total Not-To-Exceed Cost for Additional Services may only be authorized by written amendment or change order to this Contract.

ADDITIONAL SERVICES ALLOWANCE		**ALLOWED SERVICES**
TOTAL NOT-TO-EXCEED COST	$0	Material Testing and Special Inspection

END OF SECTION "D"

Section E – Additional Compensation

5000 RATES AND REIMBURSABLES

5000.1 ***Consultant Hourly Rates***: Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

5000.2 ***Additional Services Rates:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

5000.3 ***Reimbursable Expenses:*** Unchanged from the description included in Exhibit "E" of the Blanket Services Contract.

Section F – Key Personnel List

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

- CITY REPRESENTATIVE:
- CITY REPRESENTATIVE'S SUPERVISOR:

- - - - - - THE PROJECT MANAGER'S NAME SHOULD BE LISTED FOR THIS TASK ORDER PROJECT. - - - - - - -

Section F – Disclosure

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

- - - - - - - VERIFY WITH THE CONSULTANT - - - - - -

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

Dated this _____ day of _____, _____.

By: _____ By: _____

CONSULTANT CITY

EXHIBIT "G"
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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

2. Policy

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3. Instructions

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4. Incorporation

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Address: 1019 – 39th Avenue SE, Suite 100	**City / ST / Zip:** Puyallup, WA 98374
Telephone: 253-604-6600	**EIN or DUNS :** 91-0914810
Block 2: Description / Subject Matter of Contract	
Services for: Transportation Grant Support Program	**Project Number:** 210102-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	Holli Moeini / CFO	1019 - 39th Ave SE, Suite 100 Puyallup, WA 98374	253-604-6600
2	Jeff Peacock / CEO	719 - 2nd Ave, Suite 200 Seattle, WA 98104	206-394-3700
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: 0

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: 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.

Janice Walele
Signature

10/21/2020
Date

Subscribed and sworn to before me this 21 day of October, 2020

Shannon E. Ihlen
Notary Signature

SHANNON E IHLEN
89492
NOTARY PUBLIC
COMM. EXPIRES 12-07-22
STATE OF WASHINGTON

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
20

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

SUBJECT:
For possible action to approve award of Amendment No. 2 to Contract No. 170156-JH, Federal Project No. CM-0003 (224), Prime Design Services for 215 Beltway Trail Connection - Centennial Parkway to Decatur, located at Clark County 215 Beltway between Centennial Parkway and Decatur Boulevard - Department of Public Works - Award recommended to: GCW, INC. ($165,215 - Parks and Leisure Activities Capital Projects Fund) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $165,215
Funding Source: Parks and Leisure Activities CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
On November 1, 2017, City Council approved award of the subject contract in the amount of $845,000. On October 3, 2018, City Council approved Amendment No. 1 in the amount of $749,558 for additional design services to perform final design, Right-of-Way acquisition, and permitting services. This amendment will provide post-design services and additional structural and non-standard inlet and pipe penetration details. Work also includes the addition of Nevada Division of Environmental Projection (NDEP) and Clark County Department of Air Quality (CCDAQ) compliant ground cover plans and specifications. The total contract amount will increase by $165,215, from $1,594,558 to $1,759,773. Funding for this contract is provided by the Nevada Department of Transportation (NDOT). GCW, Inc. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Amendment No. 2 to Contract No. 170156-JH
2. Certificate - Disclosure of Ownership/Principals

AMENDMENT NO. 2

PRIME DESIGN SERVICES

FOR 215 BELTWAY TRAIL CONNECTION - CENTENNIAL PARKWAY TO DECATUR

THIS AMENDMENT NO. 2 is made and entered into this _____ day of _____, _____, by and between the City of Las Vegas, a municipal corporation of the State of Nevada (the "City"), and GCW, Inc. a Corporation (hereinafter the "Consultant") having its principal office located at 1555 South Rainbow Blvd, Las Vegas, NV 89146.

WHEREAS, the City and the Consultant have entered into that certain Contract 170156-JH for 215 Beltway Trail Connection - Centennial Parkway To Decatur, Contract dated November 1, 2017 (the "Contract"); and

WHEREAS, the City and the Consultant have entered into that certain Amendment No.1, dated October 3, 2018; and

WHEREAS, since entering into the Contract, the City desires to modify the services of the Consultant to perform additional design and post design services.

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

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

2. No additional submittals are anticipated, the proposed improvements will be incorporated into the plan set for each contract submittal.

3. There is no change anticipated to the original schedule.

4. Exhibit "D" Fee Breakdown is hereby amended to increase the total Basic Service referenced herein by **$125,215**, from $**1,444,558** to $**1,569,773**.

5. Exhibit "D" Fee Breakdown is hereby amended to increase the total compensation of the entire Contract referenced herein by **$165,215** from **$1,594,558** to **$1,759,773**.

6. Exhibit "E" Additional Compensation is hereby amended to increase the allowance of additional services by $40,000 from $150,000 to $190,000

7. No changes to Exhibit "F" Key Personnel List change

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

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

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

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

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

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

CITY OF LAS VEGAS

Abigail Yacoben Date
Acting Manager, Purchasing and Contracts

CONSULTANT – GCW, INC.

11/16/2020

JOHN TOBIN Date
Executive Vice President

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 11/16/2020

Deputy City Attorney Date

CONTRACT AMENDMENT NO. 2

EXHIBIT A-2 SCOPE OF ADDITIONAL SERVICES

Contract 170156-JH for 215 Beltway Trail Connection - Centennial Parkway To Decatur

HANSEN NO.66421, Federal No. CM-0003 (224)

BACKGROUND

On November 1, 2017, GCW, Inc. (GCW) entered into an agreement with the City of Las Vegas (City) to provide Engineering Design Services for the 215 Beltway Trail Connection, Centennial Parkway to Decatur Boulevard. A detailed scope of services for the Project, which is broken down into three separate design packages consisting of Segment A (60 % design of Tenaya Way to Decatur Blvd), Segment B (100% design of Grand Montecito Pkwy to Tenaya Way) and Segment C (30% design of Centennial Pkwy to Grand Montecito Pkwy), is included in the Prime Design Services Contract.

On October 3, 2018, GCW Inc. (GCW) entered into an Amendment 1 Agreement with the City of Las Vegas (City) to provide Engineering Design Services that included final design of Segments A and C improvements, and final design of an additional Trail bridge and under-crossings in Segment B. A detailed scope of services for the Project is included in the Prime Amendment 1 Contract.

The City has requested GCW provide post design services for Segments B and C. Additionally, in the course of final design it was determined that conditions required a flatter slope on the storm drain lateral conveying flows under the Trail at approximately “CH” 26+50 IN Segment C. Due to the shallowness of the channel this required triple 24-Inch RCP’s where a single 30-Inch RCP was originally anticipated. This requires the preparation of additional structural details for a non-standard inlet and pipe penetrations into the channel. Also, subsequent to the Amendment 1 it was determined that NDEP and DAQ compliant ground cover needed to be clearly specified and quantified for all areas disturbed by Project grading. This required the preparation of additional ground cover plans and specifications.

SCOPE OF SERVICES

Task 805.1 Segment C Structural Details for Non-standard Storm Drain

Consultant shall prepare structural details for a non-standard drop inlet and pipe penetrations for triple 24-Inch RCP’s at approximately “CH” 26+50.

Task 805.2 Segment C Ground Cover Plans

Consultant shall prepare Ground Cover Plans and specifications to indicate where NDEP and DAQ Gravel Mulch and gravel is to be placed. Special provisions shall also be prepared to specify materials and measurement and payment descriptions.

Task 806.1 Segment C Bid Phase Support Services

Consultant shall perform the following on a Time and Materials basis as requested:

- Attend the pre-bid conference.
- Respond to questions raised by bidders during the bidding process.
- Draft required specifications, plan changes and clarifications for the City to include in any addenda.

Task 807.1 Segment B Construction Support – Non-Structural

Consultant shall perform the following on a Time and Materials basis as requested:

- Attend the pre-construction meeting.
- Review of Contractor's material and shop drawing submittals
- Project Site Visits to examine construction work
- Attend construction progress meetings, as necessary
- Respond to Contractor's Request for Information (RFI)
- Additional Design as needed to address RFIs
- Assist with the processing of construction change orders
- Attend final walk-through
- Assist with the punch list preparation

Task 807.2 Segment B Construction Support –Structural

Consultant shall perform structural-related construction support services on a Time and Materials basis as requested by the CITY for the following structures within Segment B:

Structure #1 - Oso Blanca Pedestrian Bridge: This is a 111 foot long single span cast-in-place post-tensioned box girder bridge with concrete retaining wall ramps leading up to the bridge structure. The superstructure is supported on high seat abutments on a spread footing foundation. Architectural pilasters are located on the 4 abutment corners. Metal fence railings are located on the ramp with Modified Type V pedestrian rail located on the bridge.

Structure #2 - "WN" Undercrossing: This is a 16 foot wide by 14 foot high cast-in-place reinforced concrete box structure going under the "WN" roadway above. Concrete headwalls are located on each end of the undercrossing

Structure #3 - Sky Pointe Pedestrian Bridge: This is a 741 foot long, 5 span, cast-in-place post-tensioned box girder bridge with concrete retaining wall ramps leading up to the bridge structure. The superstructure is supported on concrete piers with drilled shaft foundations.

Structure #4 - Retaining Walls and MSE Walls: This project has 2,792 square feet of MSE wall panels with associated concrete coping slabs and barrier rails. There are a number of retaining walls with maximum wall heights of 20 feet.

Consultant structural-related construction support services shall include the following:

- Provide written responses to requests for technical clarifications and information during construction of the project.
- Respond to contractor initiated requests for additional information.
- Attend construction meetings and field meetings, as requested by the NDOT.
- Review and make recommendations on shop drawings submittals made during construction of the Project. Anticipated major item needing shop drawing reviews:

- Drilled Shaft Shop Drawings
- Reinforcing Steel
- Abutment Cap Falsework
- Bridge Falsework
- Post-Tensioning reviews
- Expansion Joint
- Bearing Pads
- Access Hatch

Task 807.3 Segment C Construction Support

Consultant shall perform the following on a Time and Materials basis as requested:

- Attend the pre-construction meeting.
- Review of Contractor's material and shop drawing submittals
- Project Site Visits to examine construction work
- Attend construction progress meetings, as necessary
- Respond to Contractor's Request for Information (RFI)
- Additional Design as needed to address RFIs
- Assist with the processing of construction change orders
- Attend final walk-through
- Assist with the punch list preparation

EXHIBIT D-2: CONTRACT AMENDMENT 2
BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
805.1	Segment C Structural Details	$ 4,865.00
805.2	Segment C Ground Cover Plans and Specification	$ 16,040.00
806.1	Segment C Bid Phase Support Services	$ 6,470.00
807.1	Segment B Construction Support - Non-structural	$ 17,320.00
807.2	Segment B Construction Support - Structural	$ 59,000.00
807.3	Segment C Construction Support	$ 21,520.00
	Total Additional Services Hours	
	Total Additional Services Fee	$ 125,215.00

EXHIBIT E-2: CONTRACT AMENDMENT 2
ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
CA 2	Additional Services	$ 40,000.00
	Total Additional Services Hours	
	Total Additional Services Fee	$ 40,000.00

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 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: GCW, Inc.	
Address: 1555 S. Rainbow Blvd	**City / ST / Zip:** Las Vegas, NV 89146
Telephone: (702) 804-2000	**EIN or DUNS :** #88-0116703
Block 2: Description / Subject Matter of Contract	
Services for: 215 Beltway Trail – Centennial to Decatur	**Project Number:** #66421

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 - Continued

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11.	**Allen Pavelka Senior Vice President**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**
12.	**Joseph Cetrulo Vice President**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**
13.	**Willie Felkins Vice President**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**
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19.	**Betty Kilmer Vice President**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**
20.	**Wes Petty Vice President**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**
21.	**Saundra Vance Vice President**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**
22.	**Employee Stock Ownership Plan**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**

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.	**Tim McCoy** **President**	**1555 South Rainbow Blvd.** **Las Vegas, NV 89146**	**(702) 804-2000**
2.	**James R. VanWoerkom** **Chief Financial Officer**	**1555 South Rainbow Blvd.** **Las Vegas, NV 89146**	**(702) 804-2000**
3.	**Heidi Dexheimer** **Executive Vice President**	**1555 South Rainbow Blvd.** **Las Vegas, NV 89146**	**(702) 804-2000**
4.	**Robert Murnane** **Executive Vice President**	**1555 South Rainbow Blvd.** **Las Vegas, NV 89146**	**(702) 804-2000**
5.	**John Tobin** **Executive Vice President**	**1555 South Rainbow Blvd.** **Las Vegas, NV 89146**	**(702) 804-2000**
6.	**Paul Burn** **Senior Vice President**	**1555 South Rainbow Blvd.** **Las Vegas, NV 89146**	**(702) 804-2000**
7.	**Eric Giles** **Senior Vice President**	**1555 South Rainbow Blvd.** **Las Vegas, NV 89146**	**(702) 804-2000**
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9.	**Gia Nguyen** **Senior Vice President**	**1555 South Rainbow Blvd.** **Las Vegas, NV 89146**	**(702) 804-2000**
10.	**Johnnie Pate** **Senior Vice President**	**1555 South Rainbow Blvd.** **Las Vegas, NV 89146**	**(702) 804-2000**

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

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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.

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

_____
Signature

11/9/2020
Date

This instrument was acknowledged
Subscribed and sworn to before me this 9th day of November, 20 20

_____
Notary Signature

by John Tobin

EXHIBIT G
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

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2. Policy

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3. Instructions

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Telephone: (702) 804-2000	**EIN or DUNS :** #88-0116703
Block 2: Description / Subject Matter of Contract	
Services for: 215 Beltway Trail – Centennial to Decatur	**Project Number:** #66421

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

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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.

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

_____
Signature

11/9/2020
Date

This instrument was acknowledged
Subscribed and sworn to before me this 9th day of November, 20 20

_____
Notary Signature

by John Tobin

CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS (CONTINUED)

Block 4: Disclosure of Ownership and Principals - Continued			
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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22.	**Employee Stock Ownership Plan**	**1555 South Rainbow Blvd. Las Vegas, NV 89146**	**(702) 804-2000**

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
21

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

SUBJECT:
For possible action to approve award of Contract No. 210062-SK, Professional Services Contract for Respite Medical Director, located at 1581 North Main Street - Office of Community Services - Award recommended to: MARC O GRIOFA, M.D. (Not-to-Exceed $180,000 Annually/Total Contract Amount Not-to-Exceed $360,000 - H.U.D. Emergency Shelter Program Special Revenue Fund) - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: Not-to-Exceed $180,000 Annually/Total Contract Amount Not-to-Exceed $360,000
Funding Source: H.U.D. Emergency Shelter Program SRF
Dept./Division: Community Services

PURPOSE/BACKGROUND:
This Contract ratifies services performed since July 1, 2020. A Contract was awarded by the Acting Purchasing Manager on July 23, 2020, for operation of a Recuperative Care Center (RCC) providing medical services and refuge for the area's homeless population. Dr. O Griofa provided medical services at the City's Isolation and Quarantine (ISO-Q), which served as a place for the homeless to isolate and/or quarantine away from the community if they were exposed to or diagnosed with COVID-19, and is now providing sevices at the Recuperative Care Center. The RCC was developed as a part of the City's response to COVID-19. The RCC can preemptively address individuals with underlying medical conditions by providing appropriate medical care, shelter housing, attachment to case management and referrals to appropriate long-term housing programs. This item is exempt from the competitive bidding process pursuant to NRS 332.115.1(b), Professional Services. Marc O Griofa, M.D. is located in Las Vegas, Nevada.

RECOMMENDATION:
Approve as recommended, from award date for one year with a one 1-year option to renew, with signature authority granted to the Purchasing and Contracts Manager per R-20-2017.

BACKUP DOCUMENTATION:
1. Contract No. 210062-SK
2. Certificate - Disclosure of Ownership/Principals

PROFESSIONAL SERVICES CONTRACT
FOR 210062-SK RESPITE MEDICAL DIRECTOR

THIS CONTRACT is being entered into this _____ day of _____, 2020, by and between the City of Las Vegas (hereinafter the "City"), a municipal corporation within the State of Nevada having its principal office at 495 South Main Street, Las Vegas, Nevada 89101, and Marc O. Griofa, M.D. (hereinafter the "Company"), an individual having his principal office at 4913 Portraits Pl, Las Vegas, NV 89149.

SECTION A – Contract Overview

A-1 Summary of Contract [CAO-8/28/19]

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

(a)

Contract Synopsis The legally binding Statement of Work is more fully defined in Section C	To provide Medical Director services at the City of Las Vegas Recuperative Care Center located at 1581 North Main Street, Las Vegas, Nevada 89101		
Performance Dates The Performance Period is more fully defined in Section A-2	**Award Date** See first paragraph	**Expiration Date** June 30,2021	**Option Periods** One (1) one-year period
Contract Type As defined in Section B-1	The contract type is Firm Fixed Price or Lump Sum		
Contract Amount This Not-to-Exceed Amount is subject to Section C-2	Not to exceed $180,000 annually	$15,000 per Month	

(b)

Contract Exhibits / Attachments The following documents are hereby incorporated into this Contract
Exhibit A – Statement of Work

(c)

City Project Manager Per Section D-4, (a)	**Name** Jocelyn Bluitt-Fisher	**Phone** 702-229-3412	**Email** jfisher@LasVegasNevada.GOV
Company Representative Per Section D-4, (b)	**Name** Marc O Griofa, MD	**Phone** 702-449-2780	**Email** marc.ogriofa@gmail.com

(d)

City Legal Notice Representative per Section E-1			
Company Legal Notice Representative Per Section E-1	**Name & Title** Marc O. Griofa, MD	**Address** 4913 Portraits Pl Las Vegas, NV 89149	**Email** marc.ogriofa@gmail.com

A-2 Performance Period

(a) The performance period commences on July 1, 2020 and continues through the expiration date.

(b) The City may at its sole discretion, exercise the option to renew this Contract. The City shall provide written notice to the Company of such renewal(s), and the Company may not assume an automatic renewal. Exercise of an option does not commit the City to exercise further options.

(c) The City reserves the right to temporarily extend this Contract for up to one hundred eighty (180) calendar days from the expiration date, for any reason.

SECTION B – Basic Terms

B-1 Definitions [CAO-08/28/19]

The following definitions apply to this Contract:

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

(b) *"Contract"* means this document, consisting of Sections A through E, and the exhibits and attachments attached hereto, which is binding and effective only upon execution by the City.

(c) *"Contract Amount"* means the maximum amount of compensation that may be paid to the Company for performance of the Contract, which includes, without limitation, compensation for all direct and indirect expenses.

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

(e) *"Fixed Fee Contract"* means a contract that provides for a firm price that is not subject to any adjustment on the basis of the Company's cost experience in performing the Contract.

(f) "Fully Qualified" means fully licensed by the State of Nevada to provide the services set forth in this Contract as well as having previously demonstrated competency in the subject area. This includes without limitation being a physician who is licensed to practice medicine in the State of Nevada pursuant to chapter 630 of NRS.

(g) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

(h) "Non-Exclusive Contract" means a Contract under which the City agrees to obtain some, but not necessarily all, of the City's requirements for a particular service.

(i) "Recuperative Care Center" – (RCC) is a medical respite program that provides medical care, transitional shelter, meals, case management and other stabilization services to individuals experiencing homelessness who are recovering from an acute condition or injury (to include post-surgical procedures).

(j) "Electronic Health Record" – (EHR) is a cloud based computer application (APP) for care coordination and encounter management.

SECTION C – Statement of Work

C-1 Statement of Work [R]

(a) Services will be provided in accordance with the Statement of Work attached as "Exhibit A".

(b) Company shall have complete and exclusive control over its clinical activities requiring professional medical judgment, shall be solely responsible for all acts and decisions with respect thereto, and shall conduct such activities in accordance with its best judgment and discretion.

(c) Company shall perform its obligations hereunder in compliance with all applicable policies and procedures and all applicable laws of any federal, state or local governmental agency, department, commission, association or other

pertinent governing or advisory body having authority at the time to set standards, including professional standards, for the practice of medicine.

C-2 Deliverables/Schedule/Fees

(a) The Company shall provide the following Reports in accordance with the following delivery schedule:

Item No.	Description	Delivery Schedule
1	Patient Exit Interviews - 70% positive rating	Upon discharge of patients.

(b) The City will pay the Company $15,000 monthly, not to exceed $180,000 annually, for performance of services in accordance with this Contract.

SECTION D – Special Conditions

D-1 Payment [CAO-4.2020]

(a) Payment: Payments to the Company will be made only for the actual services performed and accepted by the City, upon receipt of an invoice submitted in accordance with Section D-3, "Invoices".

(b) Reimbursable Travel Expenses: There are no reimbursable travel expenses authorized or payable under this Contract.

D-2 Fee Revisions [CAO-08/28/19]

For the term of this Contract, fees shall remain firm.

D-3 Invoices [CAO-9/2020]

(a) The Company will submit a timely detailed invoice to the City monthly, for work performed to date. Each invoice shall contain the following information:

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

(ii) the Purchase Order number;

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

(iv) the performance dates covered by the invoice.

(b) Upon reconciliation of all errors, corrections, credits, and disputes, payment to the Company will be made in full within thirty (30) calendar days. **Invoices received without a valid Purchase Order number will be returned unpaid.** If the Company does not timely submit a detailed invoice to the City as required herein, the City shall not have any obligation or liability to effect any payment for said late invoice. The City shall also not be liable for any errors or omissions in an invoice once said invoice is paid by the City, all of which shall be expressly waived by Company. Notwithstanding the foregoing, this paragraph shall in no way waive the City's rights and remedies should the City find any errors or omissions in an invoice before or after said invoice is paid by the City.

The Company shall submit the original invoice to:

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

(c) The Company shall forward a copy of the invoice to the City's Project Manager, identified in Section D-4, "Project Manager/Company Representative".

The City may subtract or offset from any unpaid invoice from the Company any claims, which the City may have incurred for failure of the Company to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Company in the performance of the services under this Contract. Within ten (10) calendar days, the City shall provide a written statement to the Company of the off-set which has been subtracted from any payment to the Company along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Company. The Company may dispute the right or amount of the off-set made by the City by providing written notification to the City within ten (10) calendar days after receipt of the City's written notice. The City shall provide a written response to the Company within ten (10) calendar days of receipt of the Company's written dispute notice. If the Company disputes the City's determination, the Company may file a claim pursuant to Section E-2, "Disputes" of this Contract.

D-4 Project Manager/Company Representative [CAO-8/28/19]

(a) The City's designated Project Manager for this Contract is named in Section A-1 (c). The City will provide written notice to the Company should there be a subsequent Project Manager change. The Project Manager will be the Company's principal point of contact at the City regarding any matters relating to this Contract, will provide all general direction to the Company regarding Contract performance, and will provide guidance regarding the City's goals and policies. *The Project Manager is not authorized to waive or modify any material scope of work changes or terms of the Contract.*

(b) The Company's designated Company Representative for this Contract is named in Section A-1 (c). The Company will provide written notice to the City should there be a subsequent Company Representative change. The City has the right to assume that the Company Representative has full authority to act for the Company on all matters arising under or relating to this Contract.

D-5 Insurance [CAO-04/2020]

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

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

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

(iii) Professional Liability Insurance including Medical Malpractice (Errors and Omissions Coverage) protecting the Company from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage for Professional Liability shall be in a minimum amount of $1,000,000, combined single limit and $3,000,000 in the aggregate, for the period of time covered by this Contract with no location limitation. If coverage is on a "claims made" basis, then it must continue for a period of two years beyond the completion or termination of this Contract. Any

retroactive coverage must coincide with or predate the beginning of this Contract and may not be changed without the consent of the City.

(b) The Company must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Company shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Company shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true, and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

(c) All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Company and/or insurance carrier shall provide the City with a 30-day advance notice of policy modification, cancellation, or erosion of insurance limits, sent by certified mail "return receipt requested".

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

(e) All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention may exceed $25,000 without the prior written approval of the City.

(f) **Companies requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Company is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.**

(g) If the Company fails to carry the required insurance, the City may (i) order the Company to stop further performance hereunder, declare the Company in breach, pursuant to Section E-5, "Event of Default", terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Company or charge the replacement insurance costs back to the Company.

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

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

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

D-6 Warranty – Services [CAO-4/2020] [R]

(a) Company warrants that the services shall be performed in full conformity with this Contract, with the professional skill and care that would be exercised by those who perform similar services in the commercial marketplace, and in accordance with accepted industry practice. In the event of a breach of this warranty, or in the event of non-performance or failure of the Company to perform the services in accordance with this Contract, the Company shall, at no cost to the City, re-perform or perform the services so that the services conform to the warranty. Company further represents and warrants that Company is not restricted by any other agreement to provide the services pursuant to this Contract.

(b) Company further represents and warrants that (i) it is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act or as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal Health Care Programs"); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) is not under investigation or otherwise

aware of any circumstances with may result in Company being excluded from participation in any Federal Health Care Program. The foregoing representation shall be an ongoing representation and warranty during the term of this Contract and Company shall immediately notify the City of any change in the status of the representation and warranty set forth in this Section at which time the City will have the right to immediately terminate this Contract.

D-7 Medical License and Reporting

Company must, at all times, maintain in good standing and be a Fully Qualified physician who is licensed to practice medicine in the State of Nevada pursuant to chapter 630 of NRS. Company shall report immediately to City in writing any of the following events that occur at any time during the term of this Contract. Should one of the events listed below occur regarding Company, City may prohibit the Company from providing any further services under this Contract, at which time City shall also have the right (notwithstanding anything in this Contract to the contrary) to immediately terminate this Contract with Company:

1. Any material change in ownership or control or any type of disposition of Company or the sale of substantially all of Company's assets;
2. Any allegation, or any investigation or proceeding based on any allegation, against Company for (a) violating professional ethics or standards, or (b) engaging in illegal, immoral or other misconduct (of any nature or degree) relating to the practice of medicine.
3. Any limitation, suspension or revocation of (a) Company's license to practice medicine in any state, (b) Company's state or federal controlled substances registration, (c) Company's medical staff privileges at any hospital or other healthcare entity, (d) Company's board certification or recertification, or (e) Company's malpractice insurance which is not timely replaced with another policy;
4. Any malpractice judgment, verdict or decree against Company;
5. Any felony complaint, indictment or proceeding in which Company is named as a defendant;
6. Any investigation or proceeding, whether administrative, civil or criminal, relating to an allegation against Company involving or related to (a) billing improprieties, (b) violations of the rules of Medicare, Medicaid or other federal state healthcare program, or (c) potential violations of any federal or state law prohibiting kick-backs, fee-splitting, false claims, or referrals to entities or individuals with which Company or his immediate family has a financial/ownership interest; and/or
7. Any condition that impairs Company's ability to practice medicine, including but not limited to, Company's dependency on, or episodic abuse of, alcohol or controlled substances, or any participation in any alcohol or controlled substance detoxification, treatment, recovery, rehabilitation, counseling, screening or monitoring program.

D-8 HIPAA Compliance

(d) The Company shall at all times, throughout the period of the Contract, provide for continued compliance with applicable HIPAA regulations and guidelines. The Company shall require that each subcontractor with access to protected information agrees to comply with the HIPAA regulations and guidelines applicable to this Contract. The Company is solely responsible for the supervision and control of Company personnel performing work under this Contract. The Company further agrees to use appropriate safeguards to prevent the use or disclosure of such protected health information other than as provided for by this Contract. The Company agrees to safeguard protected health information in accordance with HIPAA requirements. The Company will have its employees and agent(s) who participate in this Contract to sign non-disclosure agreements that comply with the HIPAA requirements. The Company will flow down a clause similar to this Paragraph in its subcontracts. The Company also agrees not to use or further disclose protected health information other than as permitted or required by this Contract, or as required by law. The Company is also required to develop and provide any and all training to its own staff who may have contact with protected health information as mandated by HIPAA.

(e) Upon request, Company shall allow City reasonable access to Company medical records concerning the services provided hereunder. Company warrants and represents that it shall obtain any necessary written consent from patients for the release of such records. Such consent shall satisfy all applicable laws and regulations including, but not limited to, the privacy regulations of HIPAA.

D-9 Regulatory Matters

(a) City and Company enter into this Contract with the intent of conducting their relationship and implementing the agreements contained in this Contract in full compliance with applicable federal, state and local law, including without

limitation, the Medicare/Medicaid Anti-Kickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Notwithstanding any unanticipated effect of any of the provisions of this Contract, neither party will intentionally conduct itself under the terms of this Contract in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting the generality of the foregoing, City and Company expressly agree that nothing contained in this Contract shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other and City and Company further acknowledge and agree that if Company is unable to perform a service or test that may be requested or required for the treatment of a patient, Company shall refer the patient to the appropriate facility or provider for such test or procedure.

(b) In the event that any law, rule, regulation applicable to this Contract or any rule or policy of any third-party payor, or any policy, or any interpretation thereof at any time during the term of this Contract is modified, implemented, threatened to be implemented, or determined to prohibit, restrict or in any way materially change the terms of this Contract, or by virtue of the existence of this Contract has or will have a material adverse affect on the ability of either party to this Contract to engage in any activity on terms at least as favorable to that party as those reasonably attributable as of the date hereof (each of the foregoing being referred to herein as a "Change"), then the parties to this Contract shall negotiate in good faith to amend this Contract to the minimum degree necessary in a manner consistent with such change and the intent of the parties. If the parties are unable to reach agreement as to any such amendment reasonably necessary to remove the jeopardy contemplated herein, within thirty (30) days, this Contract shall thereafter automatically terminate.

D-10 through D-18 – Reserved

D-19 Liquidated Damages [CAO-01/20/2016]

Assessment of liquidated damages does not apply to this Contract.

SECTION E – General Conditions

E-1 Legal Notice [CAO-4/2020]

(a) Any notice required to be given hereunder shall be deemed to have been given when written notice is (i) received by the party to whom it is directed by personal service; (ii) three (3) days after deposit with the United States Post Office, by registered or certified mail, postage prepaid and addressed to the party to be notified at the address for such party; (iii) one (1) day after deposit with a nationally recognized air courier service such as FedEx; or (iv) by an email sent to the email address of the recipient stated in this Section. All notices shall be effective upon receipt by the party to which notice is given or if it is delivered by email, when the recipient acknowledges having received that email, with an automatic "read receipt" not constituting acknowledgment of an email for notice purposes. Either party hereto may change its address by giving ten (10) days advance notice to the other party as provided herein. Phone and fax numbers, if listed, are listed for information only:

FOR THE CITY:	Manager, Purchasing and Contracts City of Las Vegas 495 South Main Street, 4th Floor Las Vegas, Nevada 89101-2986 Fax: (702) 384-9964 Email: purchasing@lasvegasnevada.gov
FOR THE COMPANY:	As Noted in Section A-1 (d) of the Contract:

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

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

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

E-2 Disputes [CAO-4/2020]

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

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

(c) The laws of the State of Nevada shall govern the validity, construction, performance, and effect of this Contract, without giving effect to its conflict of law provisions. If arbitration is selected, each party hereto consents to, and waives any objection to, venue being the offices of the American Arbitration Association located in Las Vegas, Nevada, or other venue mutually agreed by the parties. If litigation is selected, each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Contract or any alleged breach thereof. Each party hereby waives trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Contract.

E-3 Notice of Delay [CAO-01/20/16]

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

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

E-4 Termination for Convenience [CAO - 08/22/2019]

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

E-5 Event of Default [CAO-4/2020]

(a) If, during the term of this Contract, the Company (i) fails to deliver services that comply with the specifications, (ii) fails to deliver the services within the time specified in the Purchase Order or any extension thereof, (iii) fails to make progress so as to endanger the performance of this Contract, (iv) becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or if a receiver or trustee in bankruptcy is appointed for the Company, or if any proceeding in bankruptcy, receivership, or liquidation is instituted against the Company and is not dismissed within thirty (30) days following commencement thereof, or (v) fails to perform any of the other obligation or requirement of this Contract, then any of the aforementioned failures shall constitute an "Event of Default" under this Contract.

(b) If there occurs an Event of Default, the Company shall be entitled to ten (10) calendar days from written notice (Notice to Cure) thereof to remedy the Event of Default, provided, however, such is capable of being remedied within that period. If the Event of Default can be remedied, but the remedy cannot be completed within the ten (10) day period, the

Company may be allowed such additional time as may be reasonably necessary to remedy the Event of Default, provided, however, the remedy is commenced within the ten (10) day period and is diligently pursued to completion but in no event later than thirty (30) days after such written notice. Said time period may be extended at City's sole discretion. If the Event of Default is incapable of remediation, or is not remedied as required herein, the City may, in addition to any other remedies available in law or equity, invoke any of the remedies provided for under Section E-6, "Termination for Default", below.

E-6 Termination for Default [CAO-4/2020] [R]

(a) If the Event of Default is not remedied as required pursuant to Section E-5, "Event of Default", the City may, by written notice to the Company pursuant to Section E-1, "Legal Notice", terminate this Contract in whole or in part.

(b) If this Contract is terminated in whole or in part because the Company has failed to provide services in compliance with the specifications by the deadline of remediation period, the City may acquire, under reasonable terms and in a manner it considers appropriate, replacement services that are comparable to the services that the Company failed to deliver to the City, and the Company shall be liable to the City for any excess costs related thereto. If the City terminates this Contract only in part, the Company shall continue to perform the un-terminated obligations or portions of this Contract.

(c) The Company shall not be liable for any excess costs if the failure to perform the Contract arises from circumstances beyond the control of, and without the fault or negligence on the part of, the Company. These circumstances are limited to such causes as (i) acts of God or of the public enemy, (ii) acts of governmental bodies, (iii) fires, (iv) floods, (v) epidemics/pandemics, (vi) quarantine restrictions, (vii) labor strikes, (viii) freight embargoes, or (ix) unusually severe weather. The time of performance of the Company's obligations under this Contract shall be extended by such period of enforced delay; provided, however, that such reasonably extended time period shall not exceed sixty (60) days. If the foregoing circumstances result in a delay greater than 60 days, the City may terminate the affected portion of the Contract pursuant to the terms of Section E-4, "Termination for Convenience".

(d) In addition to Section D-7, the City retains the right to terminate for default immediately if the Company fails to maintain the required insurance, and/or bonding, fails to comply with applicable local, state, and federal statutes governing performance of these services, or fails to comply with statutes involving health or safety.

(e) If the City fails to perform any of its obligations required under this Contract, and the City does not remedy the failure after notice thereof is provided to the City by the Company pursuant to the requirements of Section E-1, "Legal Notice" above, the Company shall have the right to treat the failure as a claim or dispute subject to the resolution provisions of E-2, "Disputes" of this Contract. During the period of such resolution, the Company shall continue with its performance under the Contract.

E-7 Limitation of Funding/Non-Appropriation [CAO-4/2020]

The Company acknowledges that City is a governmental entity and the Contract's validity is based upon the availability of public funding under its authority. The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under this Contract. In addition, and without prejudice or liability to the City, if funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first fiscal year, this Contract will be deemed to have been terminated automatically **when appropriated funds expire and** are not available. The City shall notify Company in writing of any such non-allocation of funds at the earliest possible date and shall pay Company any reasonable fees earned and costs incurred in performing this Contract for any period prior to such notice.

E-8 Changes - Fixed-Price Services [CAO-4/2020]

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

(i) Description of services to be performed.

(ii) Time of performance (i.e., hours of the day, days of the week, etc.).

(iii) Place of performance of the services.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, the Company shall provide current, complete, and accurate documentation to the City in support of any request for equitable adjustment.

(c) The Company must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order, or shall otherwise be barred and shall have waived any right to an adjustment under this clause.

(d) The parties shall negotiate a timely requested equitable adjustment by mutual written agreement and the change will be effected by purchase order revision. Failure to agree to any adjustment shall be a dispute under Section E-2, "Disputes"; however, nothing in this clause shall excuse the Company from proceeding with the Contract as changed.

E-9 Entire Contract, Section and Paragraph Headings [CAO-4/2020]

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

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

E-10 Order of Precedence [CAO-7/24/08]

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

E-11 Severability [CAO-7/24/08]

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

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

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

E-13 Modification/Amendment [CAO-7/24/08]

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

E-14 Assignment [CAO-7/24/08]

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

E-15 Indemnification [CAO-4/2020]

(a) In addition to the insurance requirements set forth in Section D-5, "Insurance", and not in lieu thereof, the Company shall protect, defend, indemnify and hold harmless the City, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from and against any and all claims, liabilities, damages, losses, suits, actions, decrees, arbitration awards and judgments including attorney's fees, court costs or other expenses of any and every kind or character (collectively herein the "Liabilities") which may be recovered from or sought against the City, as a result of, by reason of, or as a consequence of (i) any act or omission, negligent or otherwise, on the part of the Company, its officers, employees, independent contractors, vendors, suppliers, consultants, or agents in the performance of the terms, conditions and covenants of the Contract; or (ii) a breach of any agreement between the Company and its employees, vendors, independent contractors, suppliers, consultants or agents; or (iii) any default in the performance of any obligation on Company's part to be performed under the terms of this Contract, regardless of whether the Liabilities were caused in part by the City. Company agrees that it is assuming the sole risk of any Liabilities related to the contraction by Company's officers, employees, vendors, suppliers, agents, independent contractors, and consultants or any other person of any viral infection or other disease, including, without limitation, COVID 19, related to the performance of this Contract and that Company's indemnity obligations contained herein cover any such Liabilities. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the Federal and State Constitutions or by law.

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

(c) It is expressly agreed that the Company shall defend the City at Company's expense, by legal counsel reasonably satisfactory to City, against the Liabilities and in the event that the Company fails to do so, the City shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs, including attorney's fees and court costs, to the Company. Company's indemnity obligations herein are not intended to nor shall they relieve any insurance carrier of its obligations under policies required to be carried by Company pursuant to the provisions of this Contract. Company's obligations under this Section shall survive any termination of this Contract.

E-16 Patent Indemnity [CAO-4/2020]

The Company hereby indemnifies and shall defend and hold harmless the City and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by City and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by the Company, or out of the processes or actions employed by, or on behalf of the Company in connection with the performance of the Contract. The Company shall, at its sole expense, by legal counsel reasonably satisfactory to City, promptly defend against any such claim or action unless directed otherwise by the City or its representative; provided that the City or its representatives shall have notified the Company upon becoming aware of such claims or actions, and provided further that the Company's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by the City or its representatives.

E-17 Audit of Records [CAO-5/2/12]

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

(b) The City or its designated representative(s) shall have the right to inspect and audit (including the right to copy and/or transcribe) the books and records of the Company pertaining to the performance of this Contract during normal business

hours. The City will provide prior written notice to the Company of the audit and inspection. If the books and records are not located within Clark County, the Company agrees to deliver them to the City, or to an address designated by the City within Clark County. In lieu of such delivery, the Company may elect to reimburse the City for the cost of travel (including transportation, lodging, meals, and other related expenses) to inspect and audit the books and records at the Company's office. If the books and records provided to the City are incomplete, the Company agrees to remedy the deficiency after written notice thereof from the City, and to reimburse the City for any additional costs associated therewith including, without limitation, having to revisit the Company's office. The Company's failure to remedy the deficiency shall constitute a material breach of this Contract. The City shall be entitled to its costs and reasonable attorney fees in enforcing the provisions of this Section.

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

E-18 Confidentiality – City Information [CAO-4/2020]

(a) All information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the Company is confidential and privileged. The Company shall not disclose this information, nor allow to it be disclosed to any person or entity without the express prior written consent of the City. The Company will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the City's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The Company shall have the right to use any such confidential information only for the purpose of providing the services under this Contract, unless the express prior, written consent of the City is obtained. City shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the City's information or in any patents, software, or other technology, either expressly or by implication to the Company. Upon request by the City, the Company shall promptly return to the City all confidential information supplied by the City, together with all copies and extracts. Company is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the City's best interest.

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

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

E-19 Marketing Restrictions [CAO-4/2020]

The Company shall at all times be in compliance with Las Vegas Municipal Code 1.08.050, and shall not publish or sell any information from or about this Contract without the prior written consent of the City. This restriction does not apply to the use of the City's name in a general list of customers, so long as the list does not represent an express or implied endorsement of the Company or its services. The City logo shall not be used without the prior written consent of the City.

E-20 Intellectual Property Rights [CAO-4/2020]

All deliverables produced under this Contract, as well as all data, notes and documentation collected on behalf of the City, are exclusively the property of the City. The Company shall have no property interest in, and may assert no claim or lien on, or right to withhold from the City, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the City. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the Company will upon request return the data to the City at no charge in the format held by Company. On City request, the Company will delete all City data and will provide appropriate certification to the City to document the disposal. The Company shall promptly notify the City if the Company becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the City's data or other confidential information, and shall fully cooperate with the City in any legal action taken by the City to enforce its rights therein. This Section shall survive termination or expiration of this Contract.

E-21 Taxes/Compliance with Laws [CAO-08/01/13]

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

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

E-22 Licenses/Registrations [CAO-01/20/16]

During the entire performance period of this Contract, the Company shall maintain all federal, state, and local licenses, certifications and registrations applicable to the work performed under this Contract, including maintaining an active City of Las Vegas business license if required by Las Vegas Municipal Code 6.02.060.

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

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

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

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

E-24 Employment of Unauthorized Aliens [CAO-01/20/16]

In accordance with the Immigration Reform and Control Act of 1986, the Company agrees that it will not employ unauthorized aliens in the performance of this Contract.

E-25 Conforming Services [CAO-4/2020]

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

E-26 Independent Contractor [CAO-4/2020]

In the performance of its obligations under this Contract, the Company and any other person employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The Company shall be liable for the actions of any person, organization, or corporation with which it subcontracts to fulfill this Contract. Accordingly, Company shall be responsible for payment of all taxes including federal, state and local taxes arising out of the Company's activities in accordance with this Contract, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. Company shall not be entitled to any benefits afforded to City's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation, or sick pay. Company shall be responsible for providing, at Company's expense, and in Company's name, unemployment, disability, worker's compensation, and other insurance, as well as licenses and permits usual or necessary for performance of its obligations

pursuant to this Contract. Company shall hereby defend, indemnify, and hold the City harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the City arising out of Company's failure with respect to its obligations in this Section. Company, upon request, shall furnish evidence satisfactory to the City that any or all of the foregoing obligations have been fulfilled. During Company's contacts with third parties they shall identify themselves as an independent party and not as an employee for the City. Company understands and agrees that they do not have the power or authority to bind City in any capacity. The City shall hold the Company as the sole responsible party for the performance of this Contract. The Company shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by the Company shall create a partnership, joint venture, or agency with the City. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

E-27 Official, Agent and Employees of the City Not Personally Liable [CAO-01/20/16]

It is agreed by and between the parties of this Contract, that in no event shall any official, officer, employee, or agent of the City in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Contract.

E-28 Conflict of Interest (City Officials) [CAO-4/2020]

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

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

E-29 Public Records [CAO-5/2/12]

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

E-30 Use By Other Government Entities [CAO-01/20/16]

A governing body or its authorized representative and the State of Nevada may join or use the contracts of local governments located within or outside this State with the authorization of the contracting vendor. In the event the Company allows another governmental entity to join the Contract, it is expressly understood that the City shall in no way be liable for the obligations of the joining governmental entity.

E-31 Certification – No Israel Boycott [CAO – 4/2020]

By signing this Contract, the Company certifies that it is not engaged in, and agrees for the duration of the Contract not to engage in, a boycott of the State of Israel per NRS 332.065.

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

"Company" means any domestic or foreign sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited-liability partnership, limited-liability company, or other domestic or foreign entity or business association, including, without limitation, any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of such an entity or business association, that exists for the purpose of making a profit.

A violation of this Section by Company shall be considered an incurable Event of Default of this Contract, thereby allowing the City to immediately terminate this Contract upon giving Legal Notice to Company.

E-32 Counterpart Signatures [CAO-9/24/08]

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

E-33 Miscellaneous [CAO – 4/2020]

(a) In the event of a dispute under this Contract which results in litigation or other formal dispute resolution proceedings, the prevailing party shall be entitled to reimbursement of its or their actual reasonable attorney's fees and costs in connection with such proceeding.

(b) Time is of the essence of the Contract and each of its provisions.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

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

CITY OF LAS VEGAS

Abbe Yacoben, CPFO Date
Acting Manager, Purchasing & Contracts

ATTEST:

LUANN D. HOLMES, MMC Date
City Clerk

APPROVED AS TO FORM:

Dimitri P. Dalacas
Deputy City Attorney
11/30/2020

Deputy City Attorney Date

MARC O. GRIOFA, MD

Marc O. Griofa, MD Date

EXHIBIT A - STATEMENT OF WORK

1. Overview

Recuperative Care Center *("RCC")* is a medical respite program that provides medical care, transitional shelter, meals, case management and other stabilization services to individuals experiencing homelessness who are recovering from an acute condition or injury *(to include post-surgical procedures)*. RCC offers short-term care *(estimated length of stay, depending on medical condition, could last as long as 30-days)* to patients with medical conditions that would be exacerbated by living on the street, in shelters or other places not meant for human habitation. RCC maintains 38-beds at our facility with an additional 2 beds for presurgical isolation when necessary and available. Although there is 24-hour medical coverage *(i.e. MD, APRN, RN, LPN, CNA)*, RCC is neither a skilled nursing *(SNF)* nor assisted living facility/group home.

The RCC was developed as a part of the city's response to SARS-CoV-2 *("COVID-19")*. RCC can preemptively address individuals with underlying medical conditions by providing appropriate medical care, shelter housing, attachment to case management and referrals to appropriate long-term housing programs. Hence individuals are effectively removed from large groups of symptomatic and asymptomatic carriers, while working on medical stability and a social transition plan that will effectively carry the individual through their experience of homelessness into self-sufficiency and independence.

The primary goal of having a Medical Doctor as part of the RCC is to ensure appropriateness and efficacy of patient medical care, direct oversight of medical personnel, decreasing gaps in care for short and long-term medical follow-up, and streamlining appropriateness of referral back to higher-levels of care predicated on increased severity of medical condition.

2. Project Location

The physical location for the Recuperative Care Center is in the heart of the Hope Corridor: 1581 North Main Street, Las Vegas, Nevada 89101

3. Responsibilities of the City

The City will provide the following:

(a) Program facility and all maintenance of the facility
(b) Medical supplies needed to care for the patients
(c) Special patient meals recommended by the medical director as a part of the patients care plan
(d) Nursing staff to support the medical team
(e) Case management staff to help patients address the challenges that are contributing to their homelessness
(f) Operations staff to clean and sanitize the facility
(g) Electronic Health Record software for case management, encounter management, and other uses

3. Responsibilities of Physician

(a) The Medical Director must be onsite providing patient care for a minimum of 40 hours per week, Must be on call to support medical staff and handle patient emergencies as needed 24/7.
(b) The Medical Director must participate in all Treatment Team meetings to share information on patient treatment plans and progress and to work with Case Management to plan for the patients discharge and future placement.
(c) The Medical Director must participate in all medical respite Leadership Team meetings to discuss facility policies and procedures with all program divisions.
(d) The Medical Director should work with the Medical Team to ensure that all patient files are current and accurate. He/she should also ensure that the Medical Team provides accurate pass down reports to share information between shifts.
(e) Provision of direct medical care to patients in the Recuperative Care Center. This includes diagnosis, follow-up and treatment of all medical conditions from the time of admission until the patient is discharged.
(f) Leader of the Medical Team, which includes physicians, physician assistants, nurses, and therapists (physical, occupational, speech).

(g) Formulation of plans for care and coordination of care with care team
(h) Work in partnership with the Case Management team to assess the program referrals to determine if a patient is medically appropriate for the program.
(i) Assist patients in understanding care plans and instructions; document activities, progress toward care plans, and barriers in an effective manner while strictly adhering to the policies and procedures in place.
(j) Build and maintain positive working relationships with the patients, providers, nurses, medical support staff, case managers, agency representatives, supervisors and office staff
(k) Collaborate with the Medical Team throughout each shift to determine work assignments and priorities, as well as communicating the status of delegated task completion and outcome of patient data findings
(l) Maintains timely, ongoing verbal communication in order to assure good care of patients and the effective running of the clinic
(m) Treats each patient in a manner that preserves and supports patient confidentiality, patient rights, and patient dignity
(n) Ability and willingness to perform medical duties at mobile clinic site
(o) Coordinating the service of community volunteer physicians within the Medical Respite Center
(p) Supervise and monitor medical students and residents who rotate through the Medical Respite Center, as well as coordinating these rotations with the teaching institutions
(q) Working closely with behavioral health providers for integration of care
(r) Overseeing documentation of care in the Electronic Health Record
(s) Responsibility for ongoing evaluation of the clinical policies and procedures affecting provision of care in the Medical Respite Center
(t) Responsible for implementation of Infection Control Policy within the center
(u) Participate in the RCC Leadership Team, developing metrics for quality outcomes and evaluating data to implement change.

3. Deliverables

A "Patient Exit Survey" will be given to each patient when they are discharged from the facility. 70% of the surveys must rate the medical services favorably. Should the ratings fall below the 70% favorable mark for a seven (7) day period, the City will issue a Notice to Cure. The Medical Director will have 10 calendar days to correct the deficiencies or the City may terminate the Contract for cause.

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: Marco Griofa	
Address: 4913 Portraits Place	**City / ST / Zip:** Las Vegas, NV, 89149
Telephone: 702-449-2780	**EIN or DUNS:** 079403587
Block 2: Description / Subject Matter of Contract	
Services for: Medical Director Services	**Project Number:** 210062-SK

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			
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: 0

Block 5: Disclosure of Ownership and Principals – Alternate

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

Name of Attached Document: _____

Date of Attached Document: _____ Number of Pages: ____

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.

Kathleen Laintz
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 19-1683-1
My Appt. Expires March 1, 2023

Signature

12-02-20
Date

Subscribed and sworn to before me this 2nd day of December 2020

Notary Signature

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
22

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

SUBJECT:
For possible action to approve Angel Park Capital Improvement Agreement 14 between the City of Las Vegas and Angel Park Golf, LLC for capital improvement needs at the Angel Park Golf Course, 100 South Rampart Boulevard ($857,716 - Municipal Golf Course Enterprise Fund) - Ward 2 (Seaman)

FISCAL IMPACT:
Budget Funds Available
Amount: $857,716
Funding Source: Municipal Golf Course Enterprise Fund
Dept./Division: Operations and Maintenance/Real Estate

PURPOSE/BACKGROUND:
The agreement will allow Angel Park Golf, LLC (APG) to use the revenue from the Angel Park Land License/Cellular Tower Fee Funds for capital improvement needs to replace the roof on the clubhouse, replace fencing, and to replace the pump station intake systems at the Palm and Mountain course. The City will reimburse APG for the associated costs out of the Municipal Golf Course Enterprise Fund which is generated from the Land License/Cellular Tower Fees. The Third Amendment to the Restated Management Agreement allows for capital improvement needs to be made utilizing these set aside funds.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Angel Park Capital Improvement Agreement 14

DocuSign Envelope ID: 1243999D-1559-4315-A2C3-37AAC8879388

ANGEL PARK CAPITAL IMPROVEMENT AGREEMENT 14

This ANGEL PARK CAPITAL IMPROVEMENT AGREEMENT 14 ("Agreement") is entered into by and between the CITY OF LAS VEGAS, a municipal corporation of the State of Nevada ("City") and ANGEL PARK GOLF, LLC, a Nevada limited liability company ("Golf Club"). City and Golf Club are sometimes collectively referred herein as the "Parties."

This Agreement is effective on the date signed by the City and Golf Club, whichever date is later, as long as the date signed by the second party is within thirty (30) calendar days of signature by the first party (the "Effective Date").

RECITALS

WHEREAS, the Parties entered into the Restated Management Agreement dated September 15, 1999, for the management of the Angel Park Golf Course ("Premises"), together with the First, Second, Third and Fourth Amendments thereto (collectively, the Restated Management Agreement and all Amendments are referred to herein as ("Restated Agreement"); and

WHEREAS, the Parties entered into Angel Park Capital Improvement Agreements Nos. 1 through 13 for various capital improvements to the Premises; and

WHEREAS, Golf Club desires to address various capital improvement needs; and

WHEREAS, the Parties desire to identify the funding and financing arrangements to fund the cost of the capital needs as detailed herein.

NOW THEREFORE, in consideration of the foregoing and of the covenants and conditions set forth herein, the Parties do hereby agree as follows:

AGREEMENT

1. INCORPORATION. The Recitals set forth above are incorporated by reference as if fully set forth herein.

2. CAPITAL REQUESTS. The following are the agreed upon Angel Park capital improvement needs:

A. Roof replacement on the clubhouse.

B. Removal and replacement of fencing along Alta Drive and Rampart Boulevard.

C. Replacement of the pump station intake systems at the Palm and Mountain Golf Courses.

3. FUNDING. The City agrees that Golf Club may spend Land License/Cellular Tower Fee Funds in the estimated following amounts:

A. Eighty Three Thousand Three Hundred Seventy Three Dollars and No Cents ($83,373.00) for the roof replacement of the clubhouse with the work being performed by Falcon Roofing.

B. Three Hundred Thirty Six Thousand Three Hundred Fifty Dollars and No Cents ($336,350.00) for the removal and replacement of fencing along Alta Drive and Rampart Boulevard with the work being performed by J and J Welder, Inc.

DocuSign Envelope ID: 1243999D-1559-4315-A2C3-37AAC8879388

C. Four Hundred Thirty Seven Thousand Nine Hundred Ninety Three Dollars and No Cents ($437,993.00) for the replacement of the pump station intake systems at Palm and Mountain Golf Courses with the work being performed by Watertronics.

The funding for these capital improvement needs ("Costs") will be reimbursed after the work is completed. Golf Club shall maintain all records thereof pursuant to generally accepted accounting principles, including the actual and least available cost and expense to Golf Club of the funds used to finance the construction to address the capital needs at the Premises. Such records shall be available for inspection and copying by City during Golf Club's customary business hours. Golf Club shall submit to City a detailed backup including before and after pictures documenting the work and records of all cost and expenses related to the capital needs, which shall not exceed the Costs without prior written approval of the City. City shall reimburse Golf Club for the Costs out of the Land License/Cellular Tower Fee Funds.

4. INDEMNIFICATION. Golf Club shall protect, indemnify and hold City, its Mayor, Council Members, officers, employees, and agents ("Indemnitees") harmless from any and all claims, damages, losses, expenses, suits, actions, decrees, liens, judgments, attorney's fees, and court costs ("Claims") which the Indemnitees, or any of them, may suffer as a result of the acts or omissions, negligent or otherwise, of the Golf Club, its officers, employees, or agents, in performing this Agreement. As part of this obligation, the Golf Club shall at its expense, defend the Indemnitees against such Claims, and failing or refusing to do so, the Indemnitees shall have the right, but not the obligation, to defend the same and charge all costs thereof to the Golf Club.

In the event any liens are recorded against the Premises as a result of the performance of construction and maintenance of this Agreement by Golf Club, Golf Club shall immediately take all necessary steps to remove any such liens, and failing to do so within six months of the recording thereof, shall provide a bond in the amount of such liens to City, naming City as obligee, assuring performance of this provision. The bond shall be from a surety and in a form reasonably acceptable to the City Attorney. Thereafter, Golf Club shall continue to take the necessary measures to remove such liens, and failing to do so within two years of the recording thereof, the named surety shall be responsible to pay off and remove such liens.

5. OWNERSHIP. The ownership of all capital improvement requests for the Premises shall remain with the Premises pursuant to the Restated Agreement.

6. MISCELLANEOUS.

A. The Golf Club is responsible to insure that contractors obtain all applicable construction permits and any other requisite approvals (e.g., air quality, traffic control, etc.).

B. In the event of a conflict between any provision(s) of the Restated Agreement and this Agreement, this Agreement shall control.

C. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings set forth in the Restated Agreement.

D. Golf Club represents and acknowledges that as of the date of this Agreement, Golf Club (i) is not in default under the terms of the Restated Agreement; (ii) has no defense, set off or counterclaim to the enforcement by City of the terms of the Restated Agreement; and (iii) is not aware of any action or inaction by City that would constitute an Event of Default by City under the Restated Agreement.

E. Time is of the essence. The Parties recognize that time is of the essence and that they will proceed with the completion of their obligations expeditiously.

DocuSign Envelope ID: 1243999D-1559-4315-A2C3-37AAC8879388

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

[LEFT BLANK INTENTIONALLY AND SIGNATURES ON NEXT PAGE]

DocuSign Envelope ID: 1243999D-1559-4315-A2C3-37AAC8879388

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date as defined herein.

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

Date of City Council Approval: _____

Attest:

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

Approved as to Form:

By: John S. Ridilla 11/23/2020
Deputy City Attorney Date

John S. Ridilla
Deputy City Attorney

[SIGNATURES CONTINUED ON NEXT PAGE]

DocuSign Envelope ID: 1243999D-1559-4315-A2C3-37AAC8879388

ANGEL PARK GOLF, LLC
A Nevada Limited Liability Company

By: DocuSigned by: Jim Leisenring 1C75DFE31D364A9...
Jim Leisenring, Its Manager

Date: 11/24/2020

CONSENTED TO AS OF THE EFFECTIVE DATE

Las Vegas Golf I, LLC
a Delaware Limited Liability Company
Sole member of Angel Park Golf, LLC

By: Pacific Asset Holding LLC,
a Delaware limited liability company,
Sole member of Las Vegas Golf I, LLC

By: DocuSigned by: E5BB7AB13C254CD...
John M. Waldeck, Vice President

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
23

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: DS DOWNTOWN, LLC TO: HOME FIELD, LLC dba HOME FIELD BAR at 4570 West Sahara Avenue - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Tavern License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary tavern license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

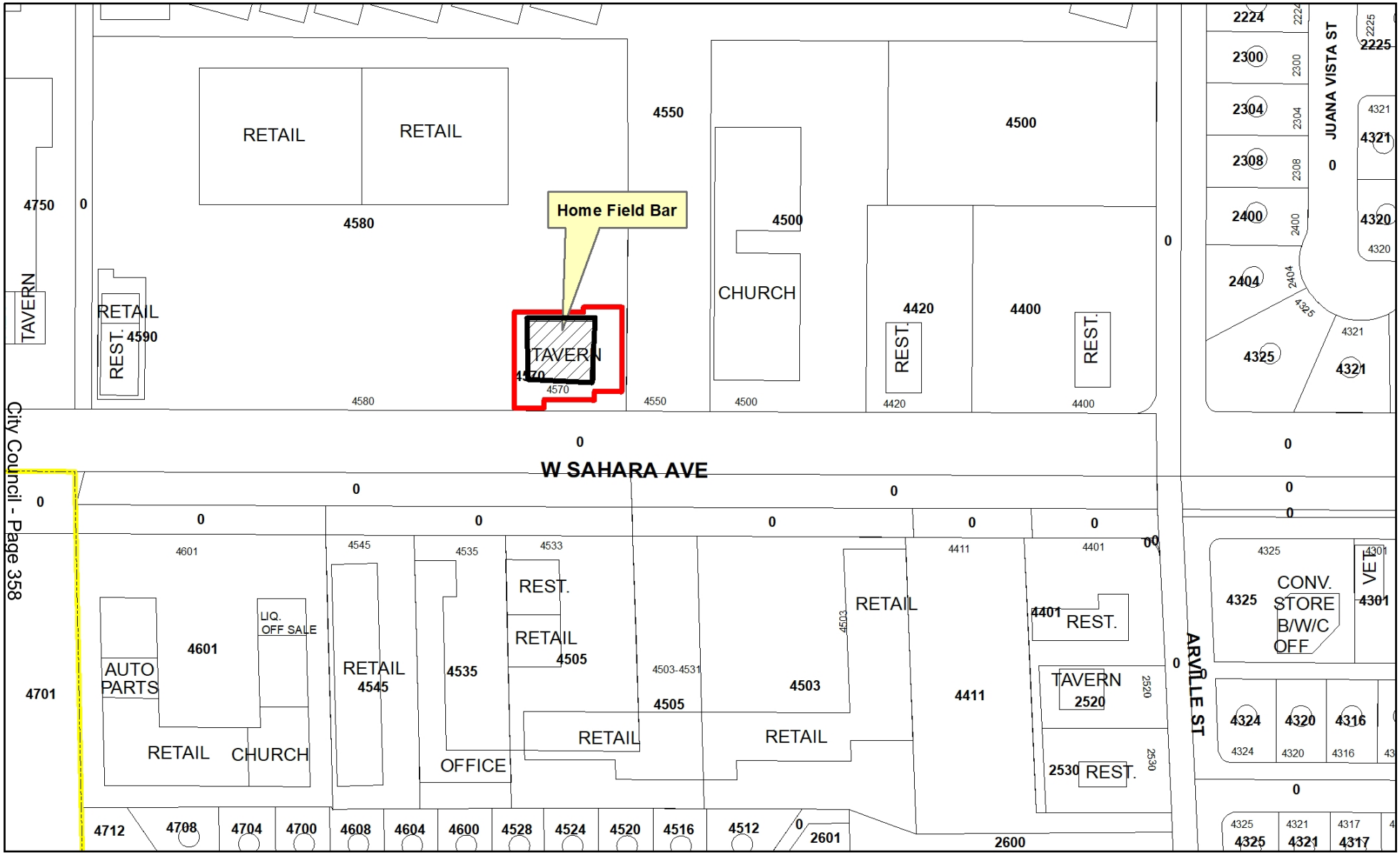
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: DS DOWNTOWN, LLC TO: HOME FIELD, LLC dba HOME FIELD BAR at 4570 West Sahara Avenue - Ward 1 (Knudsen)

OWNERSHIP:

HOME FIELD, LLC
Richard Sparks, Managing Member
Michael Johnson, Member
Allen Weimer, Member



Freeways
Subject Property
City Limits
Site Location

Home Field Bar

4570 West Sahara Avenue

Ward #1

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, November 17, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
24

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for HOME FIELD, LLC dba HOME FIELD BAR at 4570 West Sahara Avenue - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 15 Slots.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

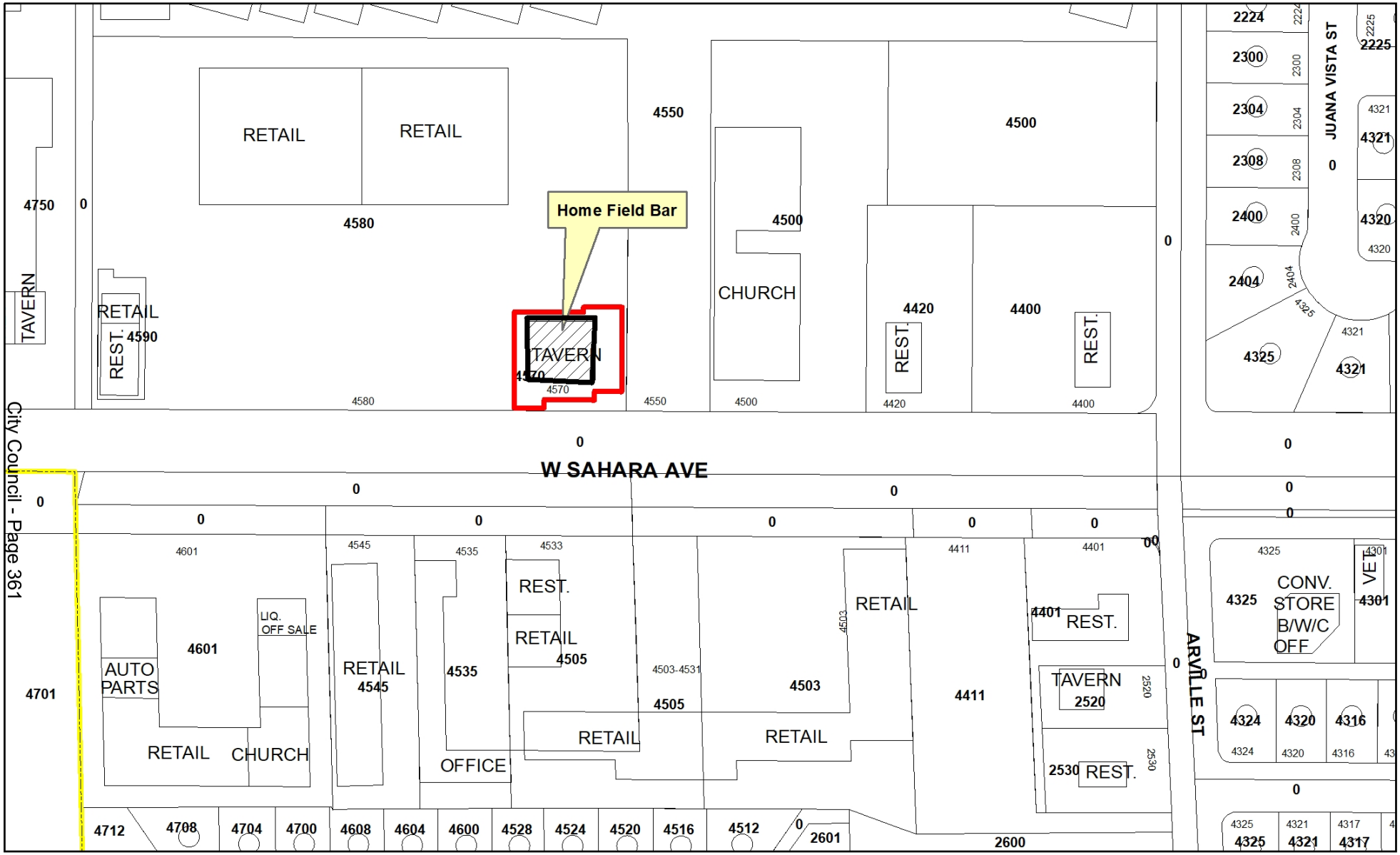
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for HOME FIELD, LLC dba HOME FIELD BAR at 4570 West Sahara Avenue - Ward 1 (Knudsen)

OWNERSHIP:

HOME FIELD, LLC
Richard Sparks, Managing Member
Michael Johnson, Member
Allen Weimer, Member



Home Field Bar

4570 West Sahara Avenue

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: Tuesday, November 17, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
25

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Tavern License for NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #196 at 5310 West Sahara Avenue, Suites C & D - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Tavern License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

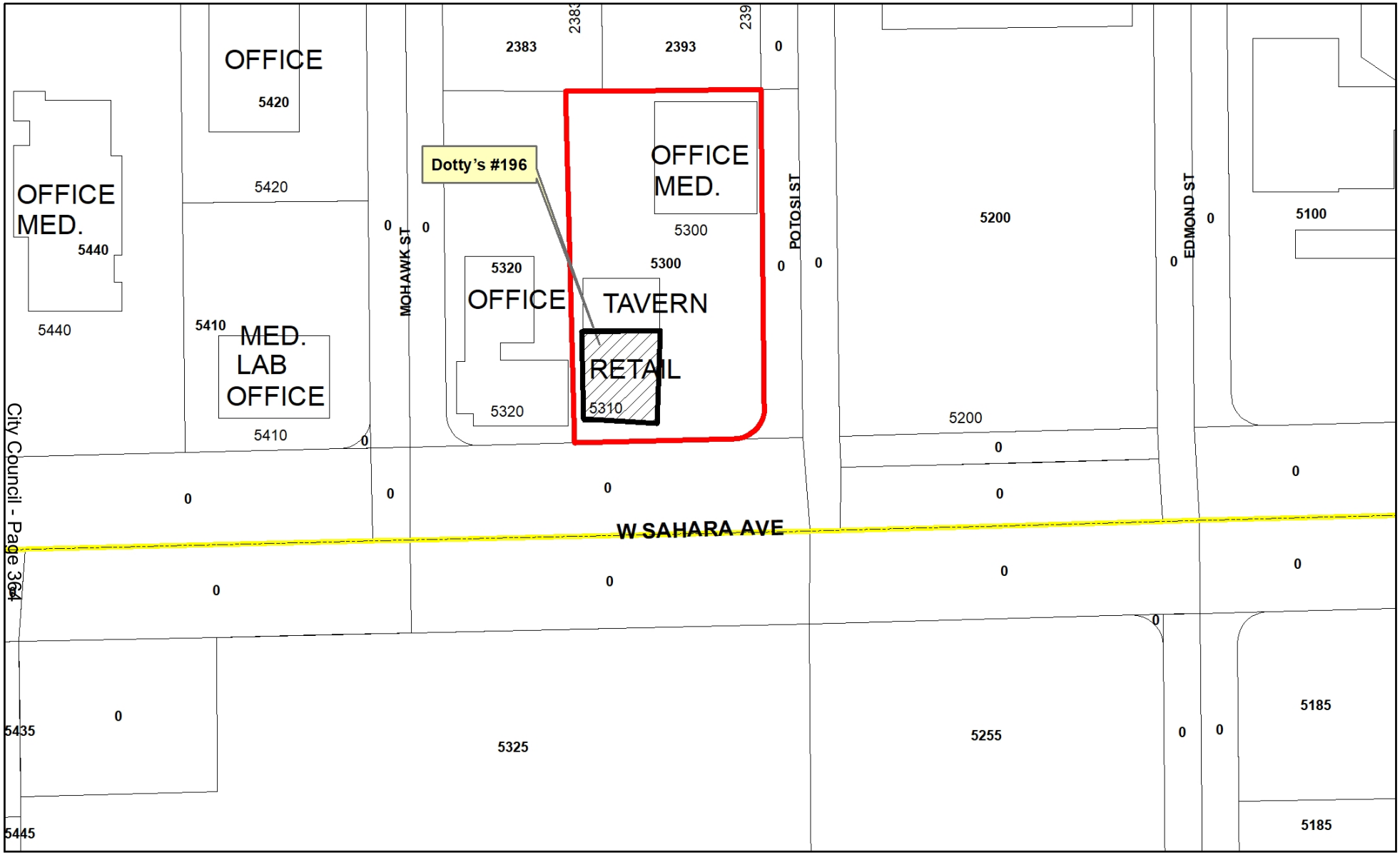
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: DS DOWNTOWN, LLC TO: HOME FIELD, LLC dba HOME FIELD BAR at 4570 West Sahara Avenue - Ward 1 (Knudsen)

OWNERSHIP:

HOME FIELD, LLC
Richard Sparks, Managing Member
Michael Johnson, Member
Allen Weimer, Member



Dotty's #196
5310 West Sahara Avenue, Suite C & D
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, December 2, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
26

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #196 at 5310 West Sahara Avenue, Suites C & D - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 15 Slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

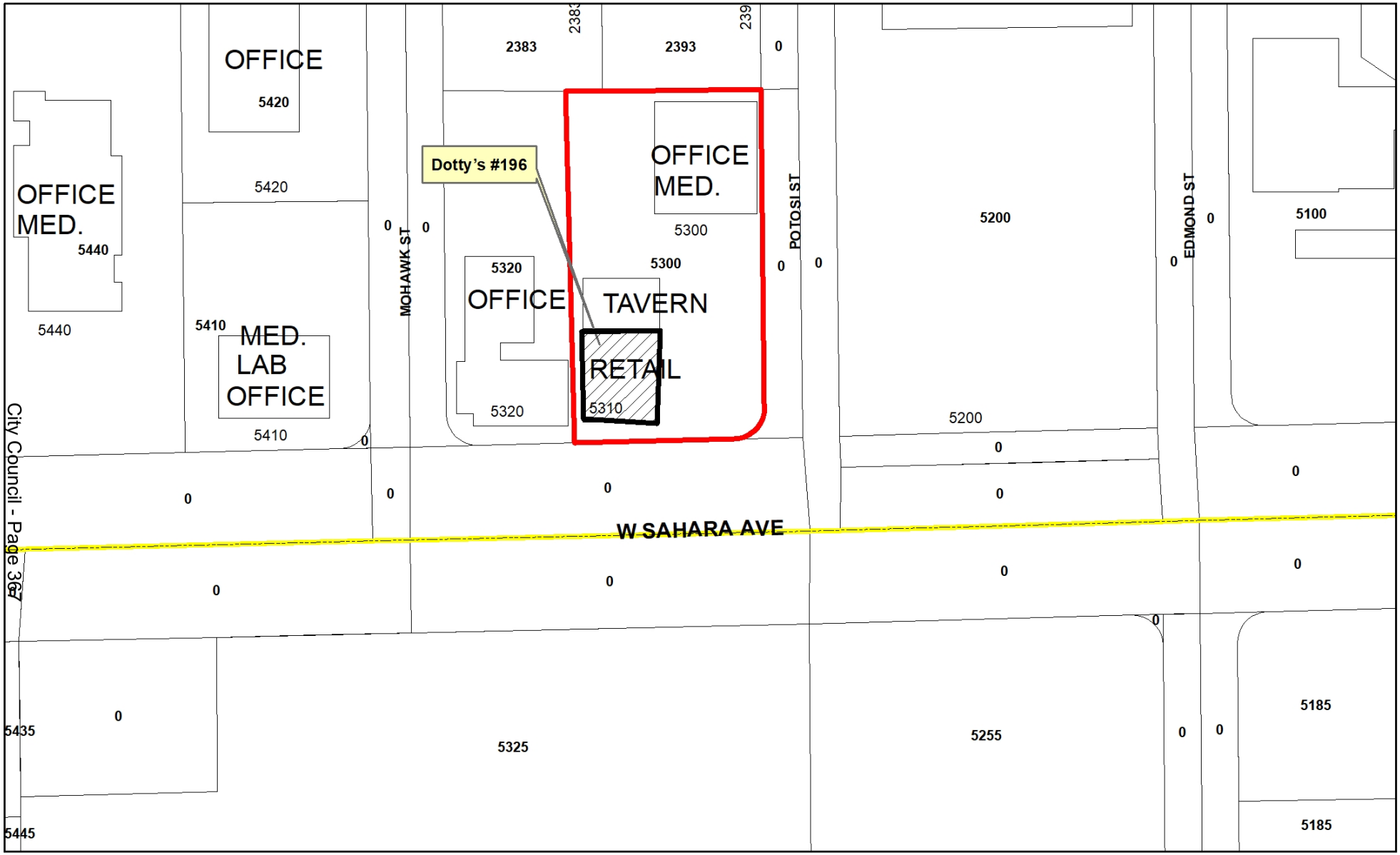
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for NEVADA RESTAURANT SERVICES, INC. dba DOTTY'S #196 at 5310 West Sahara Avenue, Suites C & D - Ward 1 (Knudsen)

OWNERSHIP:

NEVADA RESTAURANT SERVICES, INC.
Richard C. Estey, Secretary, Treasurer, Director, Shareholder
Paula Graziano, President
Allyson M. Estey, Vice President
Allyson Estey 2016 Irrevocable Trust, Shareholder
Allyson M. Estey, Trustee



Dotty's #196
5310 West Sahara Avenue, Suite C & D
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, December 2, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
27

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

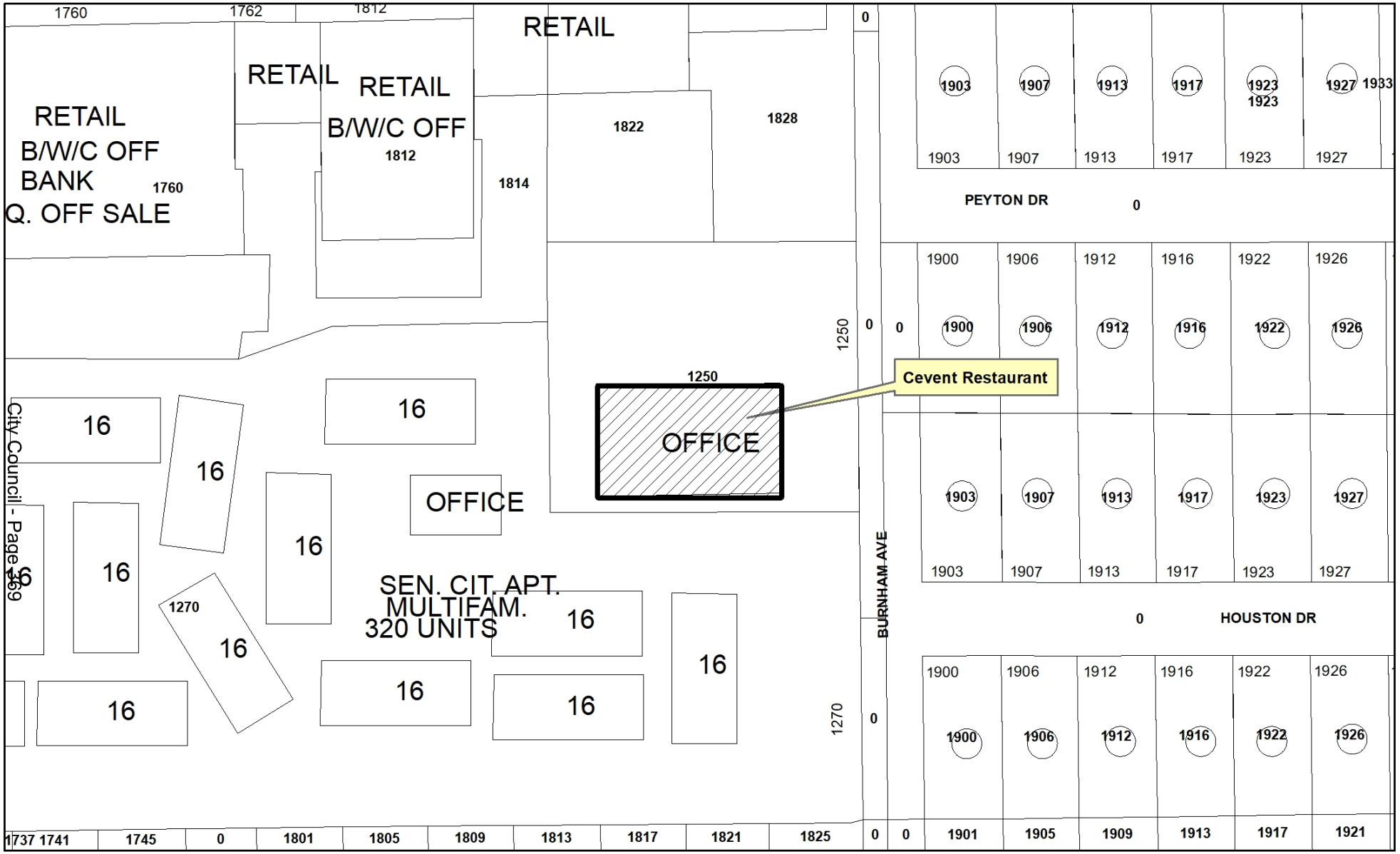
SUBJECT:
For possible action to approve a Restaurant Service Bar License for LOTUS LOUNGE, LLC dba CEVENT RESTAURANT at 1250 Burnham Avenue [Solomon Eramhenzel Ugbodu, Managing Member] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restaurant Service Bar License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



Cevent Restaurant
1250 Burnham Avenue
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, November 30, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
28

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for THE MARSHALL RETAIL GROUP, LLC dba FUEL at 8 Fremont Street - Ward 5 (Crear)

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 off-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

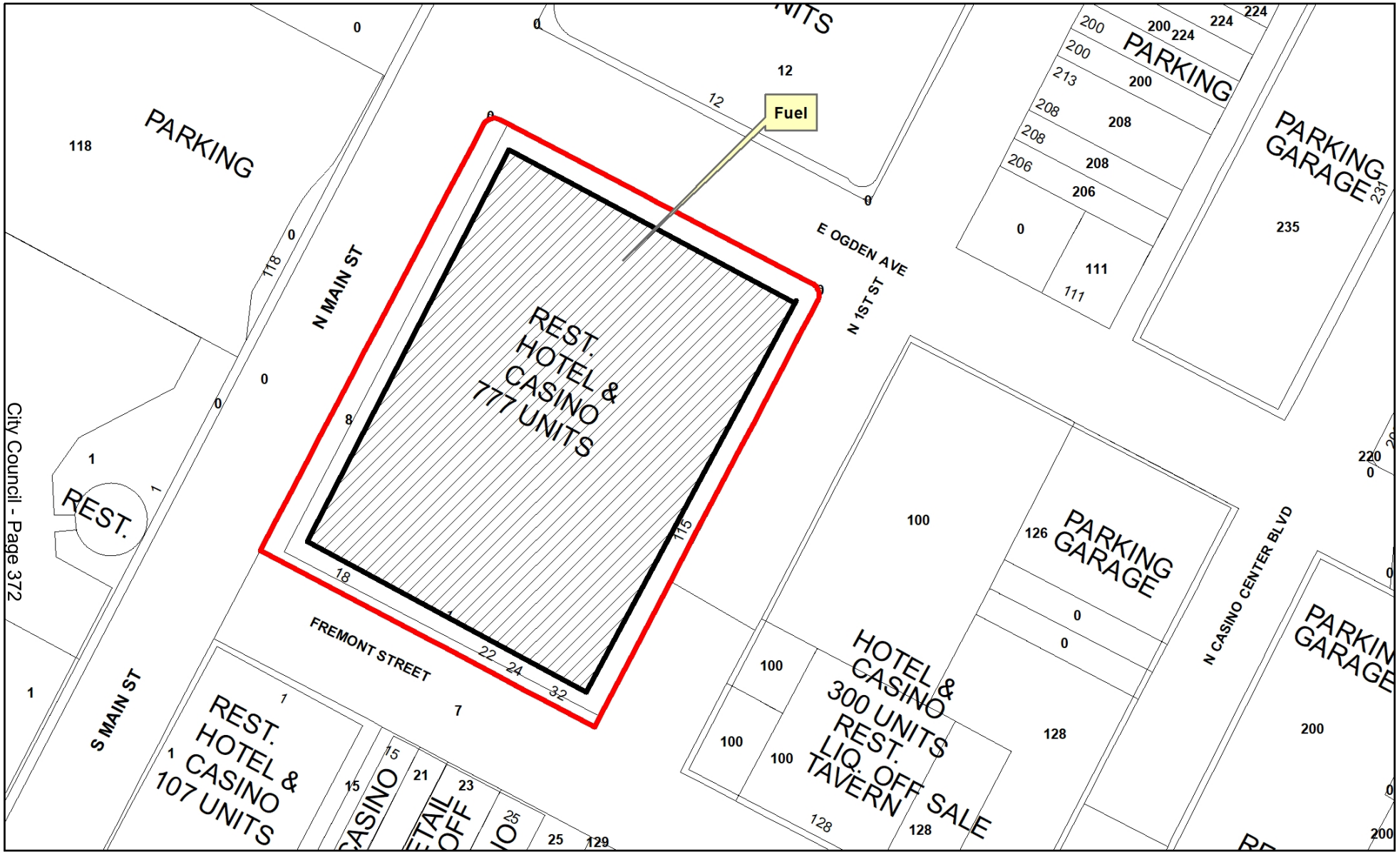
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for THE MARSHALL RETAIL GROUP, LLC dba FUEL at 8 Fremont Street - Ward 5 (Crear)

OWNERSHIP:

THE MARSHALL RETAIL GROUP, LLC
MRG Holdings Corporation, Managing Member
David Charles, President, Chief Operations Officer
Michael C. Wilkins, Director, Chief Executive Officer
Roula Heleiwa, Chief Financial Officer, Secretary
Marshall Retail Group Holding Company, Inc., Shareholder
Michael C. Wilkins, Director, Chief Executive Officer
David Charles, President, Chief Operations Officer
Matt Vonderahe, Chief Financial Officer
Rahul Aggarwal, Director, Vice President, Secretary
WH Smith USA Holdings, Inc., Shareholder
Michael C. Wilkins, Director, Chief Executive Officer
David Charles, President, Director, Chief Operations Officer
Matt Vonderahe, Director, Chief Financial Officer
WH Smith PLC, Shareholder



Fuel
8 Fremont Street
Ward #5

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, November 24, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
29

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for THE MARSHALL RETAIL GROUP, LLC dba CIRCA COLLECTIONS at 8 Fremont Street - Ward 5 (Crear)

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 off-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

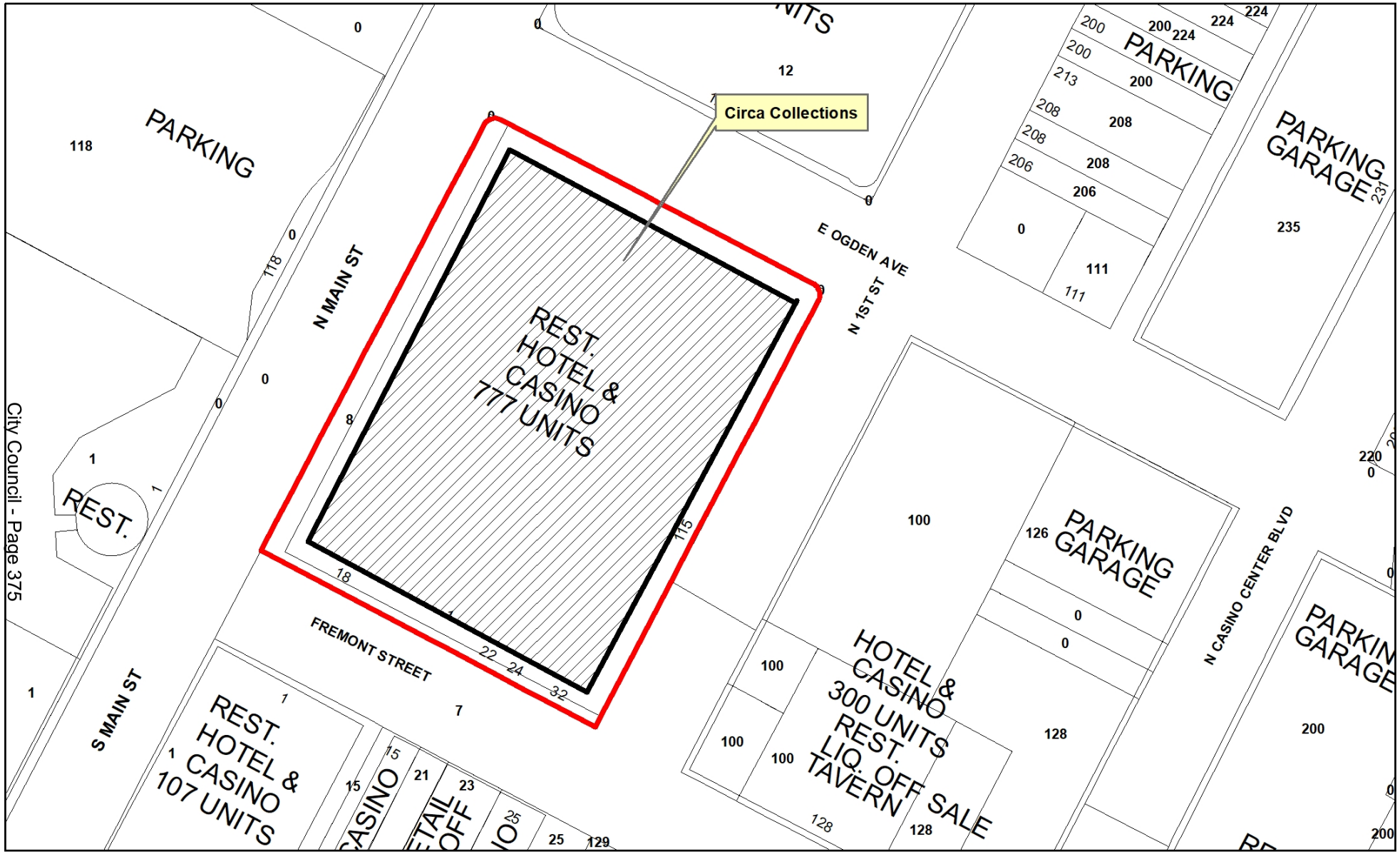
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for THE MARSHALL RETAIL GROUP, LLC dba CIRCA COLLECTIONS at 8 Fremont Street - Ward 5 (Crear)

OWNERSHIP:

THE MARSHALL RETAIL GROUP, LLC
MRG Holdings Corporation, Managing Member
David Charles, President, Chief Operations Officer
Michael C. Wilkins, Director, Chief Executive Officer
Roula Heleiwa, Chief Financial Officer, Secretary
Marshall Retail Group Holding Company, Inc., Shareholder
Michael C. Wilkins, Director, Chief Executive Officer
David Charles, President, Chief Operations Officer
Matt Vonderahe, Chief Financial Officer
Rahul Aggarwal, Director, Vice President, Secretary
WH Smith USA Holdings, Inc., Shareholder
Michael C. Wilkins, Director, Chief Executive Officer
David Charles, President, Director, Chief Operations Officer
Matt Vonderahe, Director, Chief Financial Officer
WH Smith PLC, Shareholder



Circa Collections
8 Fremont Street
Ward #5

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, November 24, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
30

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: THE GOODWICH SOHO, LLC TO: DT GOODWICH, LLC dba THE GOODWICH DOWNTOWN at 900 South Las Vegas Boulevard, Suite #120 - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Beer/Wine/Cooler On-Sale License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

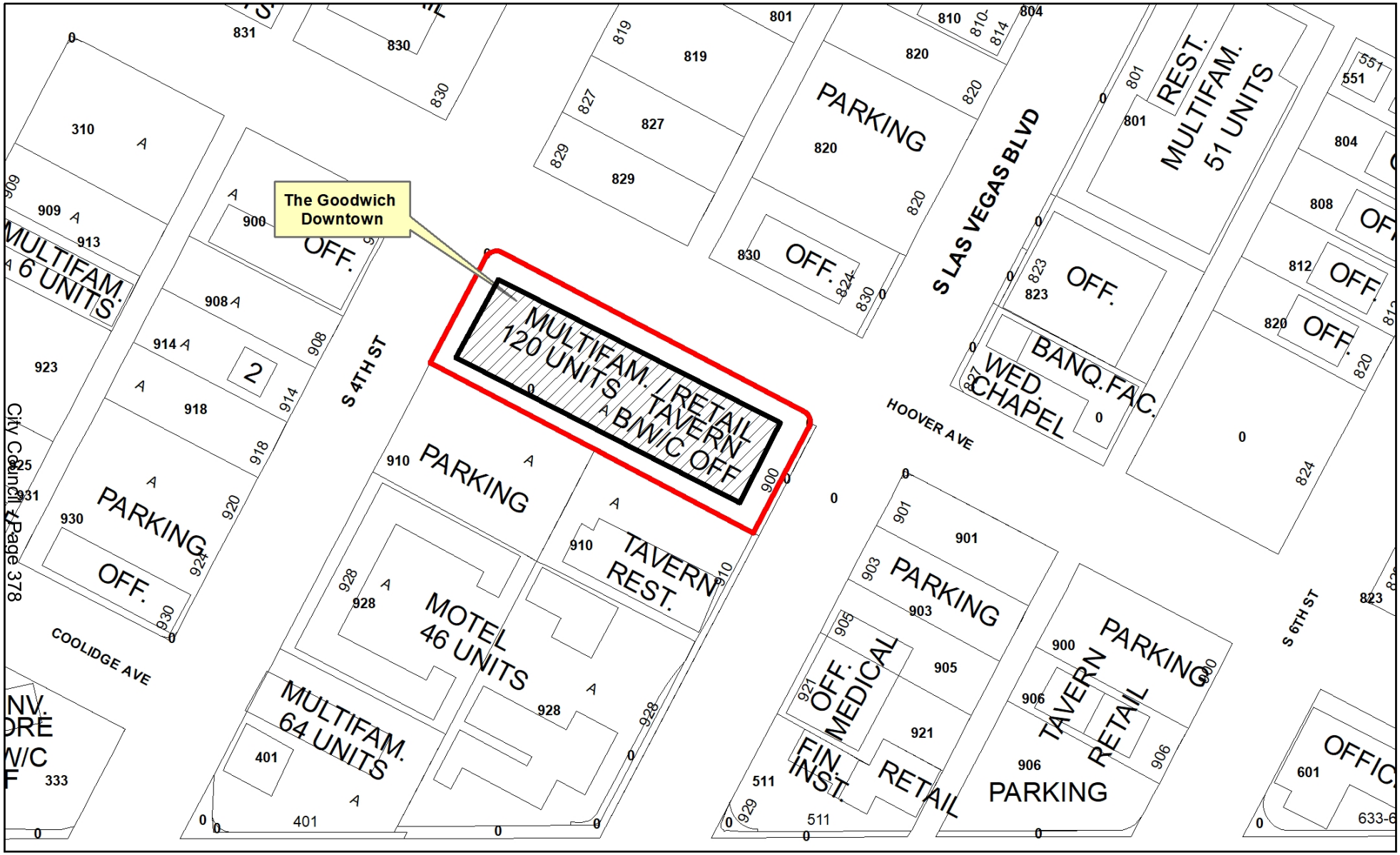
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: THE GOODWICH SOHO, LLC TO: DT GOODWICH, LLC dba THE GOODWICH DOWNTOWN at 900 South Las Vegas Boulevard, Suite #120 - Ward 3 (Diaz)

OWNERSHIP:

DT GOODWICH, LLC
- DTP Mgmt, LLC, Manager
  - Anthony Hsieh, Member
  - Mark Carlson, Vice President of Operations
- DTP Operator, LLC, Member
  - DTP Mgmt, LLC, Manager
    - Anthony Hsieh, Member
    - Mark Carlson, Vice President of Operations
  - DTP LV, LLC, Member
    - DTP Mgmt, LLC, Manager
    - Anthony Hsieh, Member
    - Mark Carlson, Vice President of Operations



The Goodwich Downtown
900 South Las Vegas Boulevard, Suite #120
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: Wednesday, October 28, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
31

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

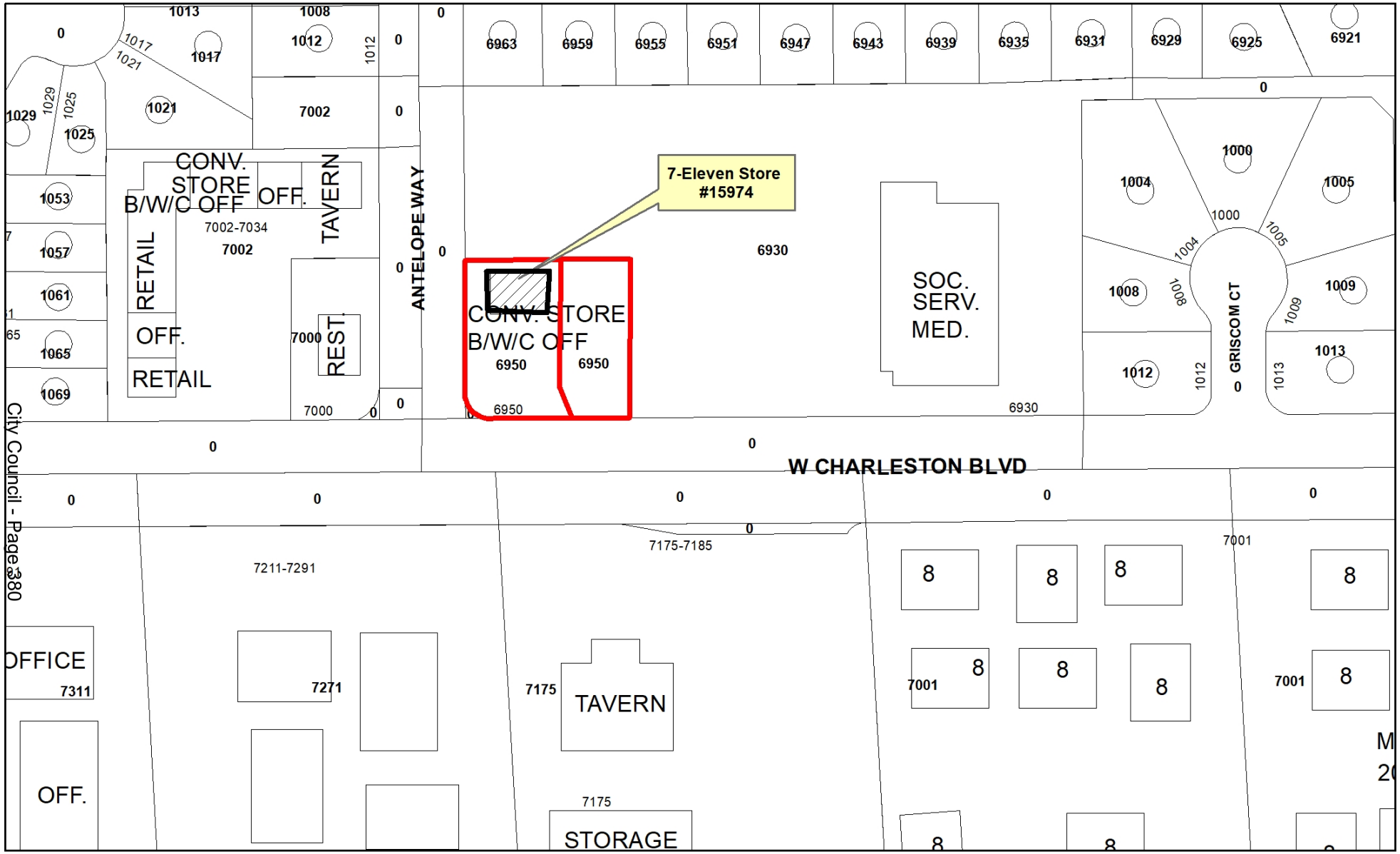
SUBJECT:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: 7-ELEVEN OF NEVADA, INC. TO: S&S FUEL MANAGEMENT V, LLC dba 7-ELEVEN STORE #15974 at 6950 West Charleston Boulevard [Amar Preet Singhu Puri, Managing Member] - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



7-Eleven Store #15974
6950 West Charleston Boulevard
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, November 4, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
32

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

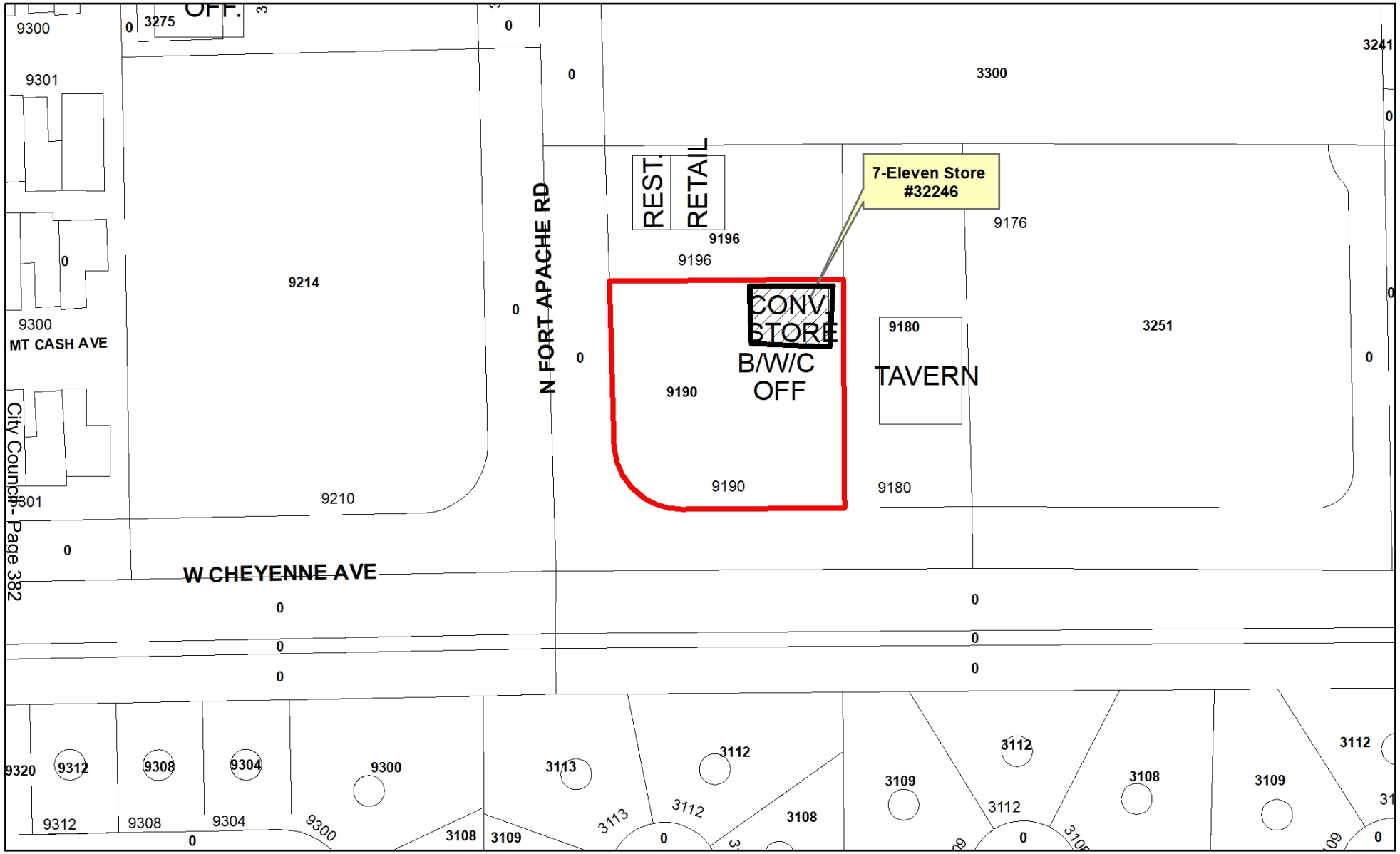
SUBJECT:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: 7-ELEVEN OF NEVADA, INC. TO: S&S FUEL MANAGEMENT V, LLC dba 7-ELEVEN STORE #32246 at 9190 West Cheyenne Avenue [Amar Preet Singhu Puri, Managing Member] - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Location Map



7- Eleven Store #32246
9190 West Cheyenne Avenue
Ward #4

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, November 18, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
33

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: NEVADA AK, INC. TO: NEVADA CONVENIENCE, LLC dba 7-ELEVEN STORE #39463 at 1100 South Rainbow Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

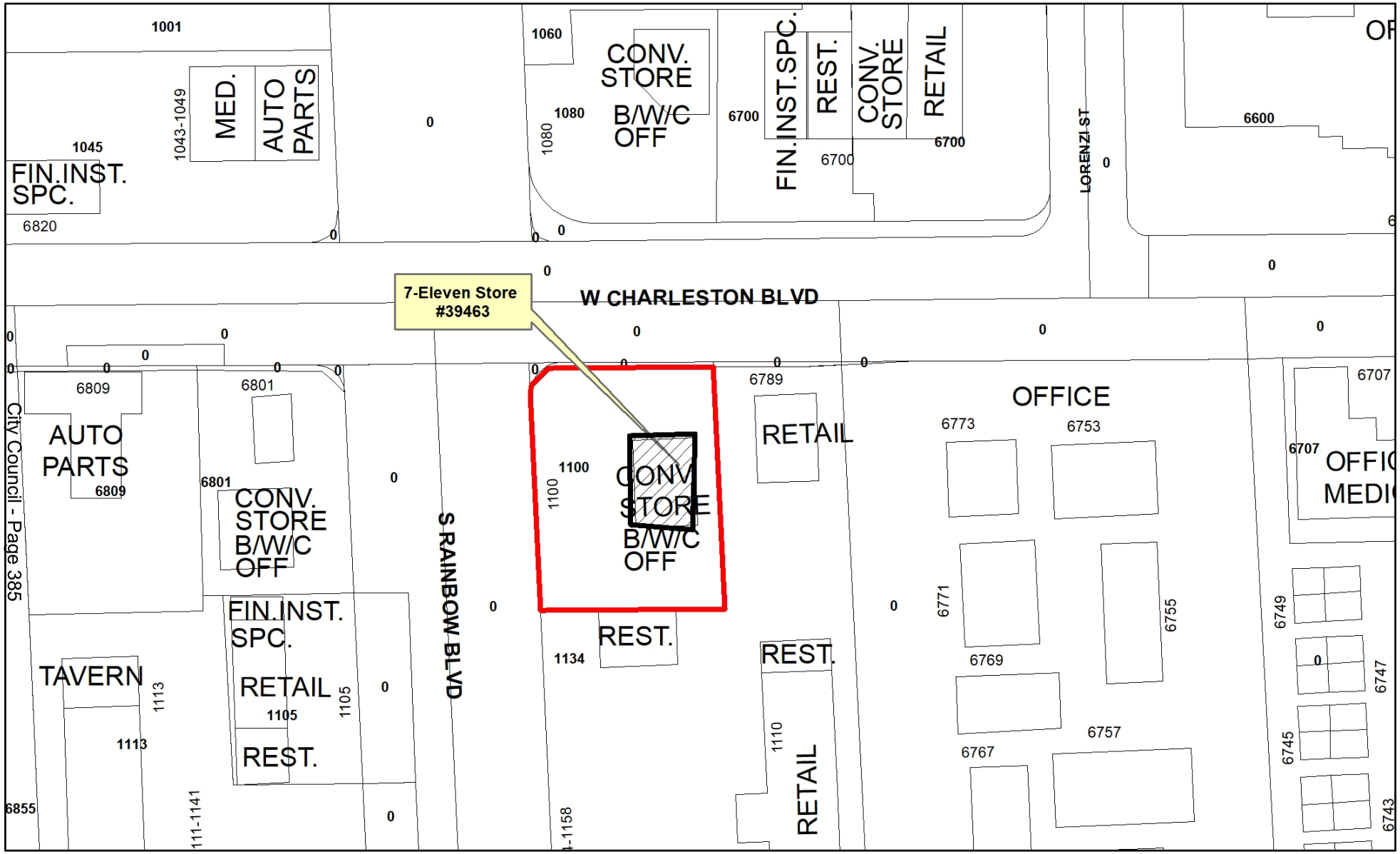
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: NEVADA AK, INC. TO: NEVADA CONVENIENCE, LLC dba 7-ELEVEN STORE #39463 at 1100 South Rainbow Boulevard - Ward 1 (Knudsen)

OWNERSHIP:

NEVADA CONVENIENCE, LLC
Rawa Anabi, Managing Member
Sammer Anabi, Managing Member



7-Eleven Store #39463
1100 South Rainbow Boulevard
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, October 28, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
34

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at 7-ELEVEN STORE #39463 at 1100 South Rainbow Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 12 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

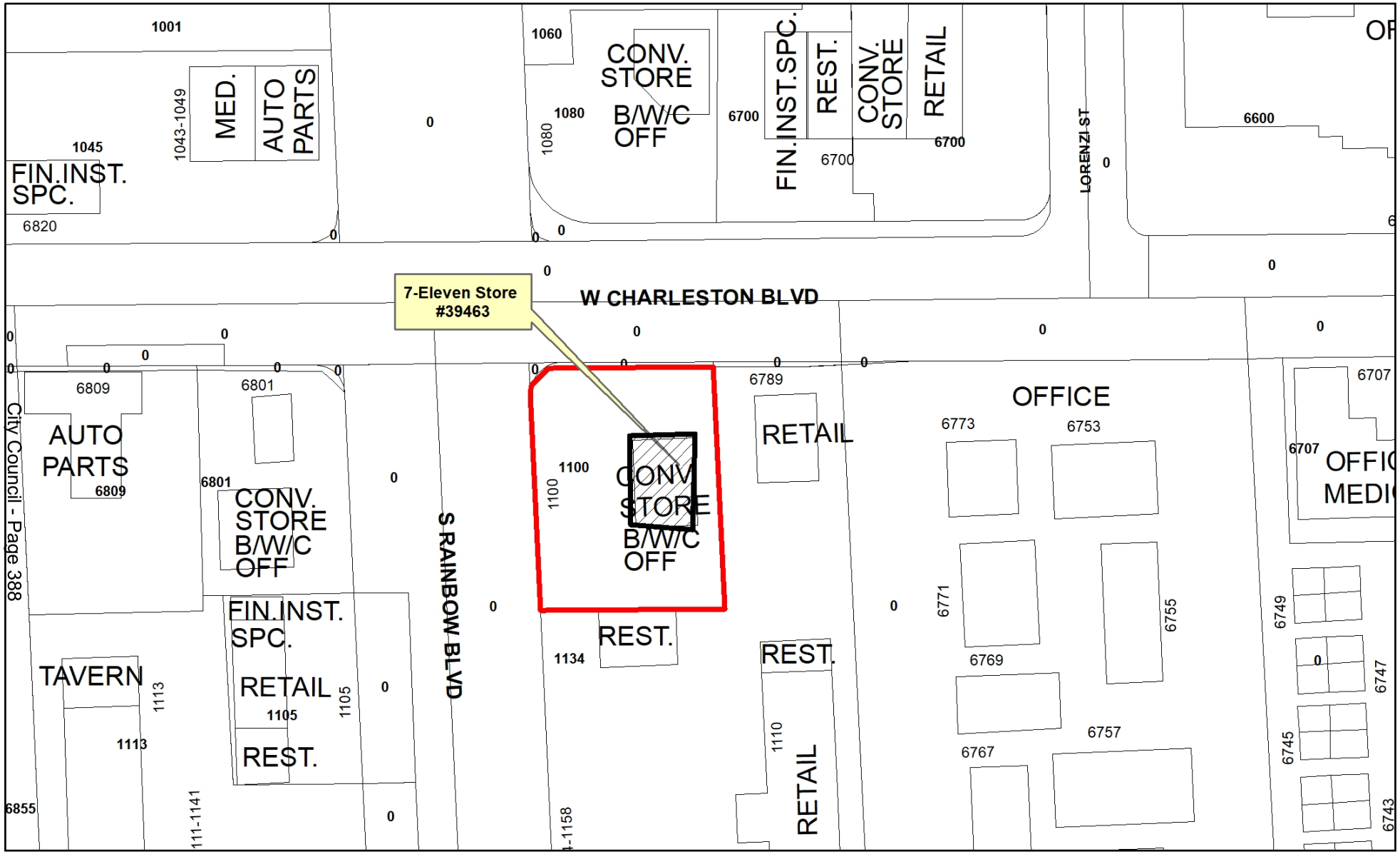
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at 7-ELEVEN STORE #39463 at 1100 South Rainbow Boulevard - Ward 1 (Knudsen)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



7-Eleven Store #39463
1100 South Rainbow Boulevard
Ward #1

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, October 28, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
35

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #34 at 890 North Pecos Road - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

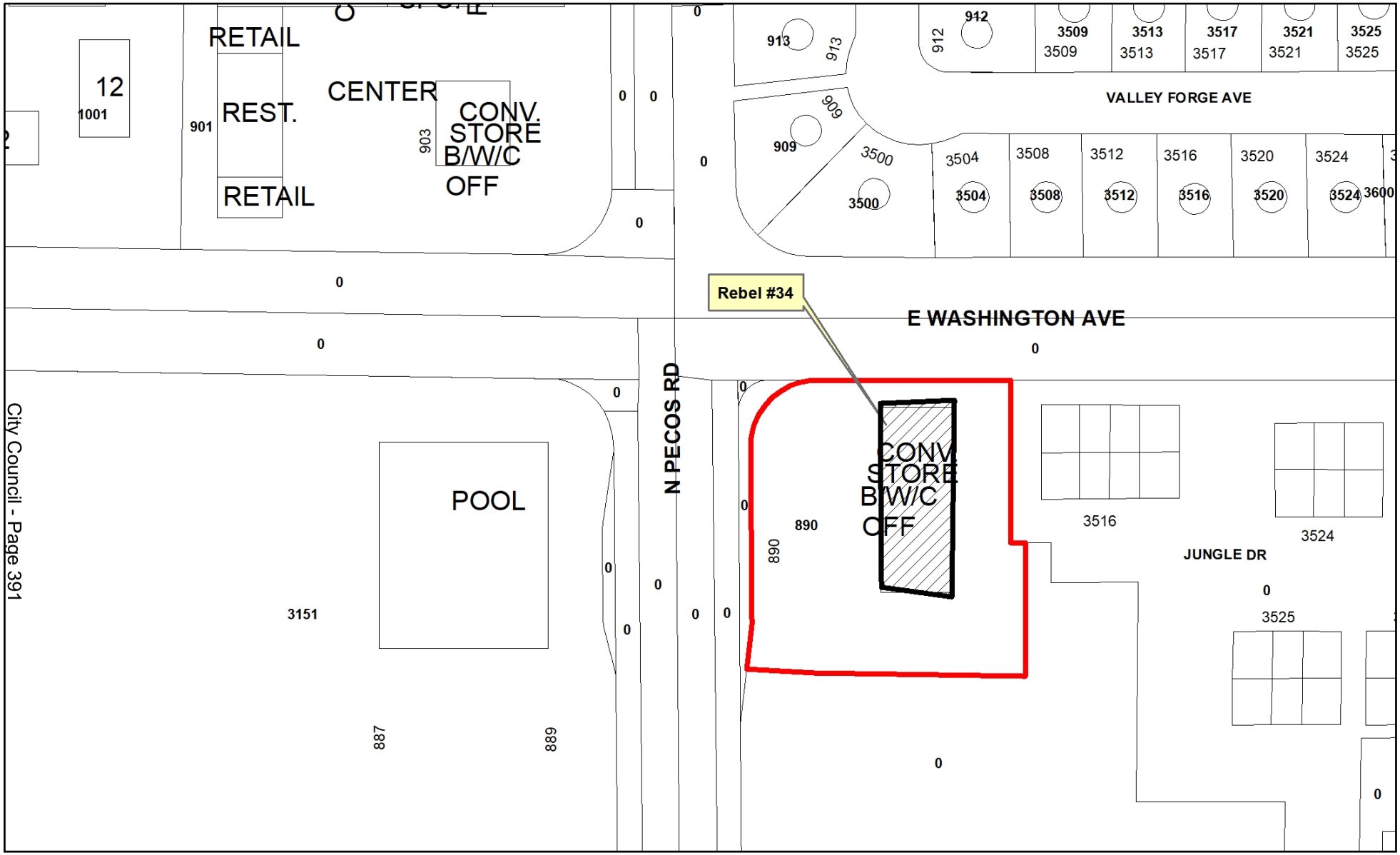
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #34 at 890 North Pecos Road - Ward 3 (Diaz)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #34
890 North Pecos 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

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City Council
Meeting of: December 16, 2020

Agenda Item No.:
36

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #46 at 6020 West Charleston Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 12 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

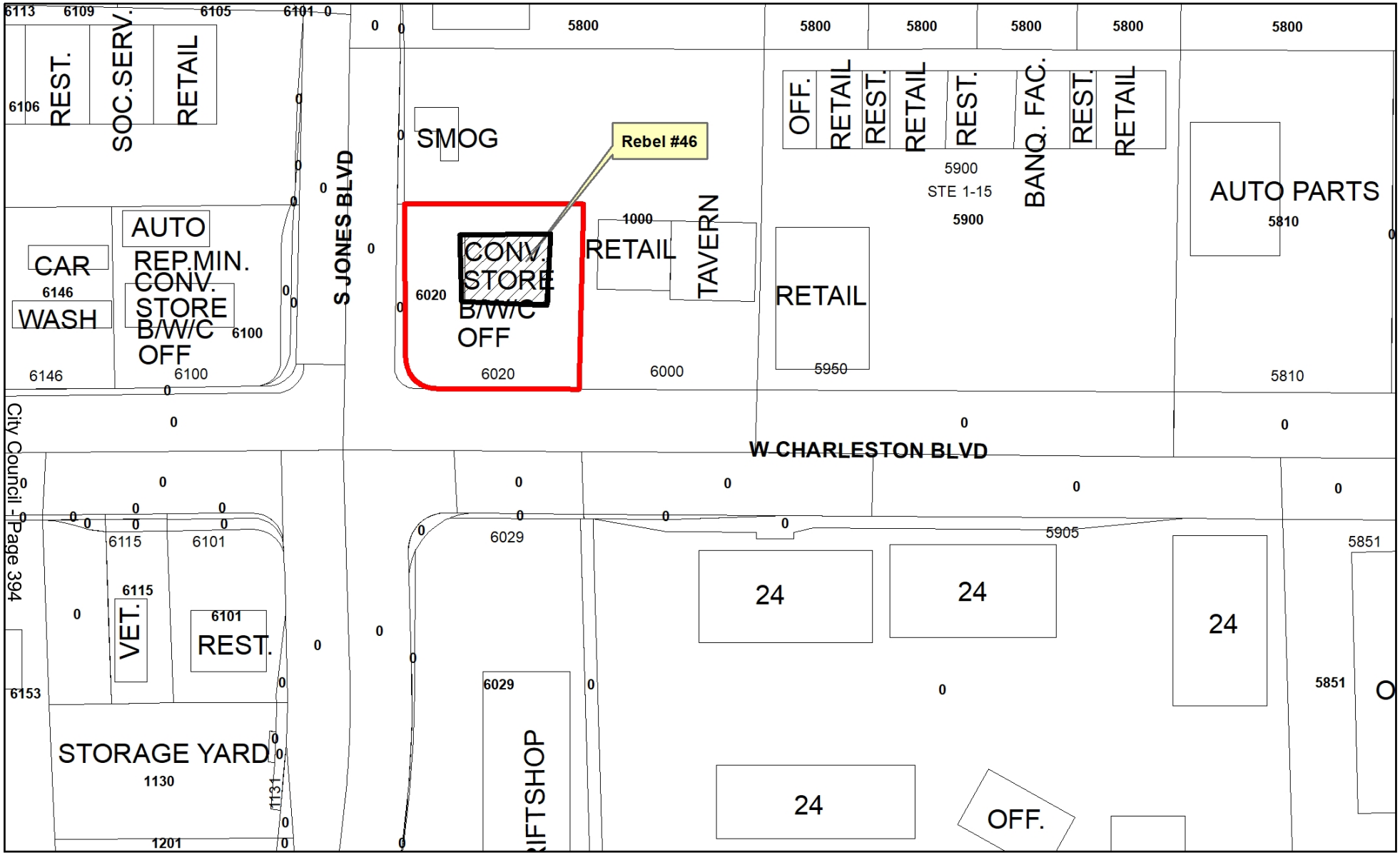
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #46 at 6020 West Charleston Boulevard - Ward 1 (Knudsen)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #46
6020 West Charleston Boulevard
Ward #1

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, October 28, 2020

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City Council
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37

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #52 at 3200 North Rancho 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, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

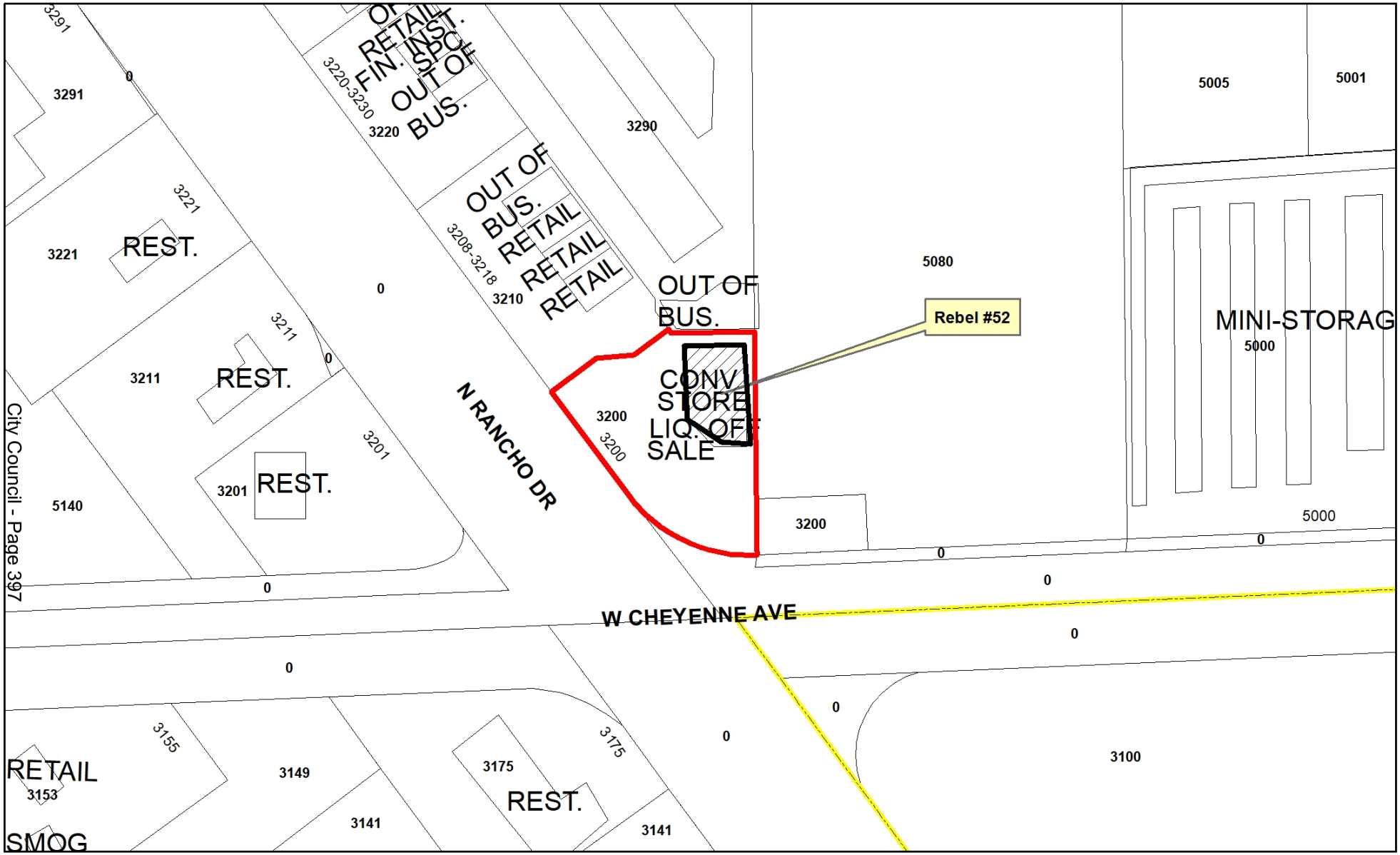
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #52 at 3200 North Rancho Drive - Ward 5 (Crear)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #52
3200 North Rancho 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.
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AGENDA SUMMARY PAGE

City Council
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38

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #57 at 3195 North Rainbow Boulevard - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

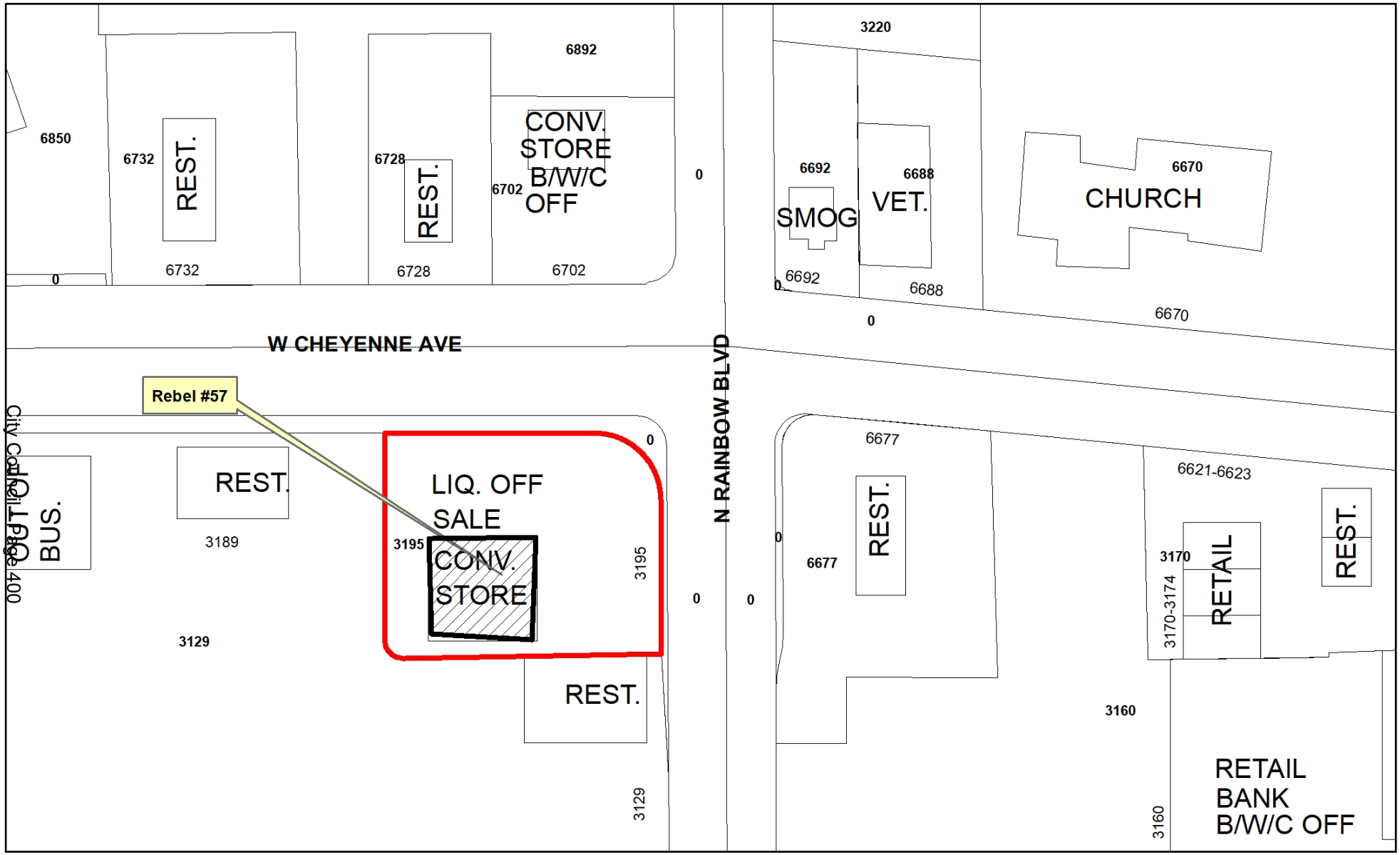
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #57 at 3195 North Rainbow Boulevard - Ward 5 (Crear)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #57
3195 North Rainbow Boulevard
Ward #5

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, October 28, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

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39

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #58 at 3204 North Tenaya Way - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

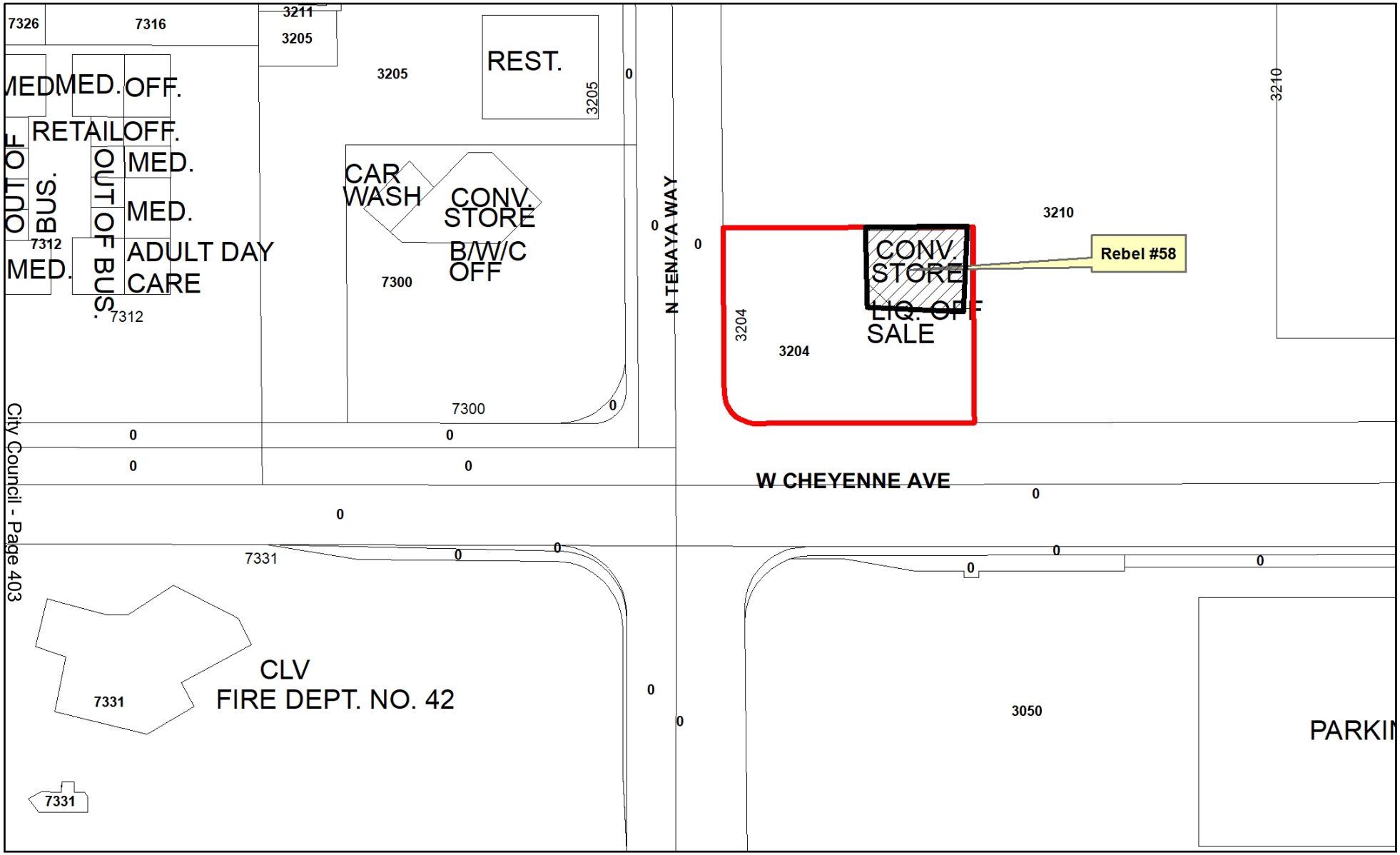
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #58 at 3204 North Tenaya Way - Ward 4 (Anthony)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #58
3204 North Tenaya Way
Ward #4

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, October 28, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

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40

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #59 at 3651 West Sahara Avenue - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

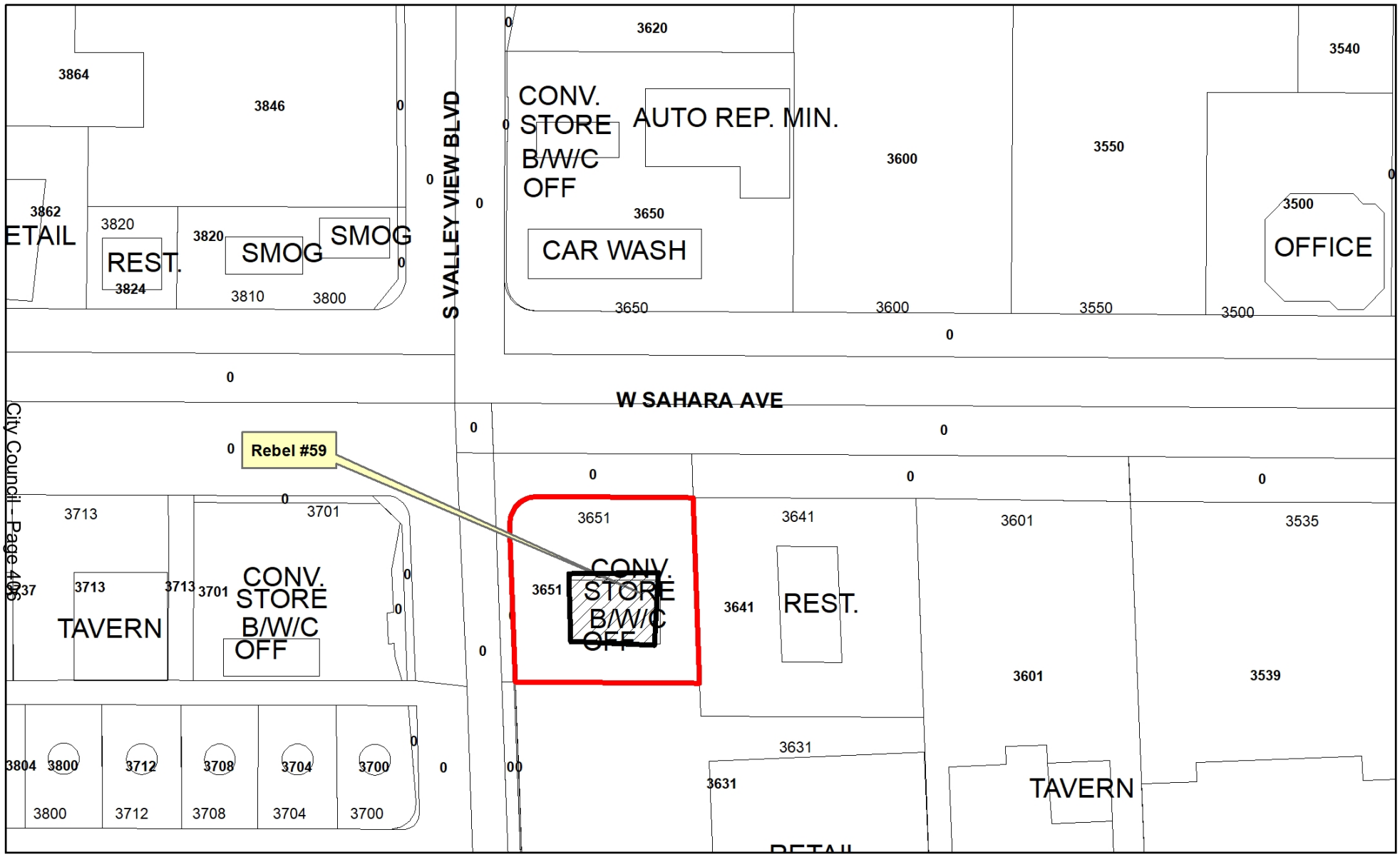
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #59 at 3651 West Sahara Avenue - Ward 1 (Knudsen)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #59
3651 West Sahara Avenue
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, October 28, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

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41

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #62 at 7100 West Lake Mead Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

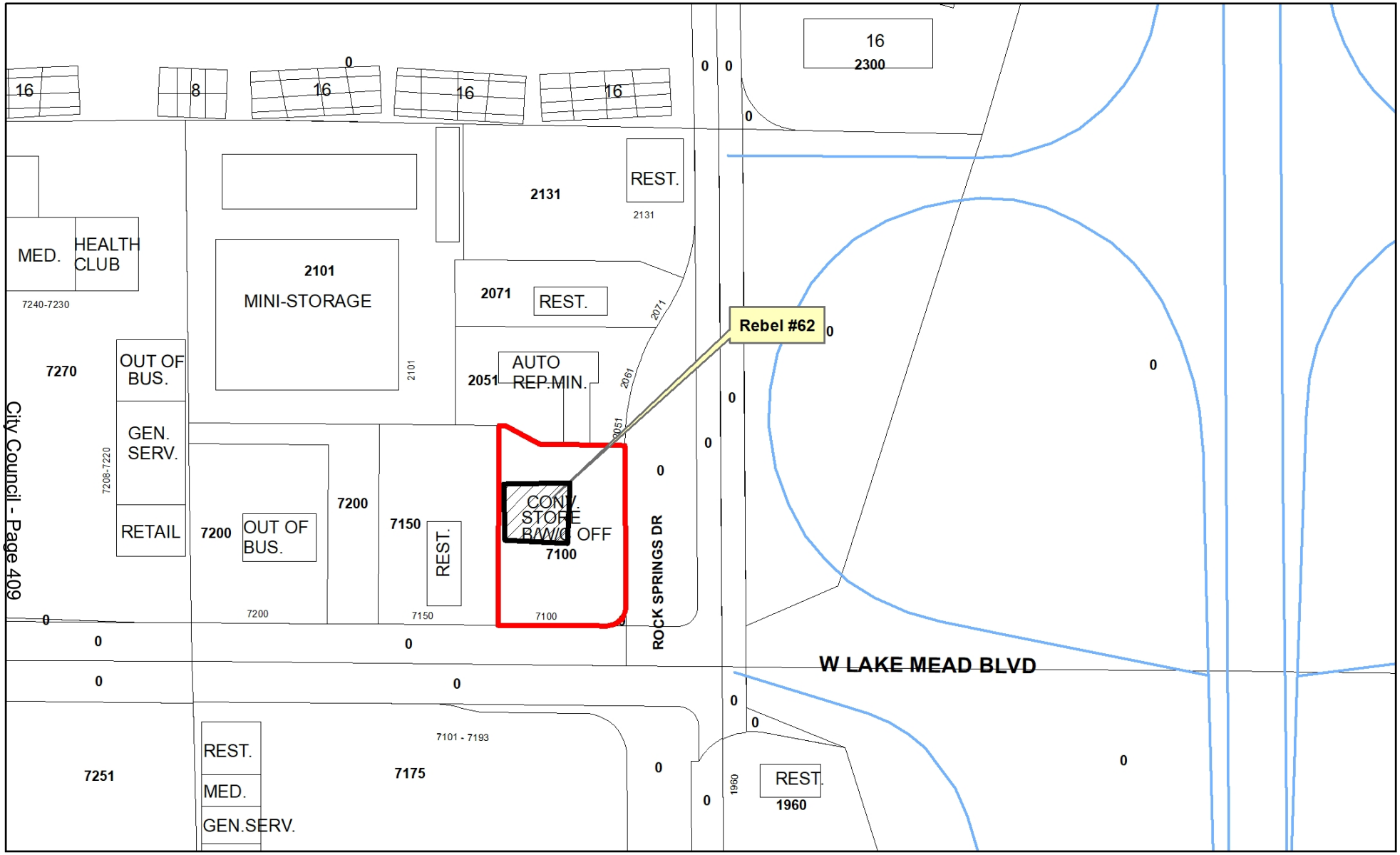
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #62 at 7100 West Lake Mead Boulevard - Ward 1 (Knudsen)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #62

7100 West Lake Mead Boulevard

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, October 28, 2020

AGENDA SUMMARY PAGE
City Council
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42

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #65 at 1720 West Charleston Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

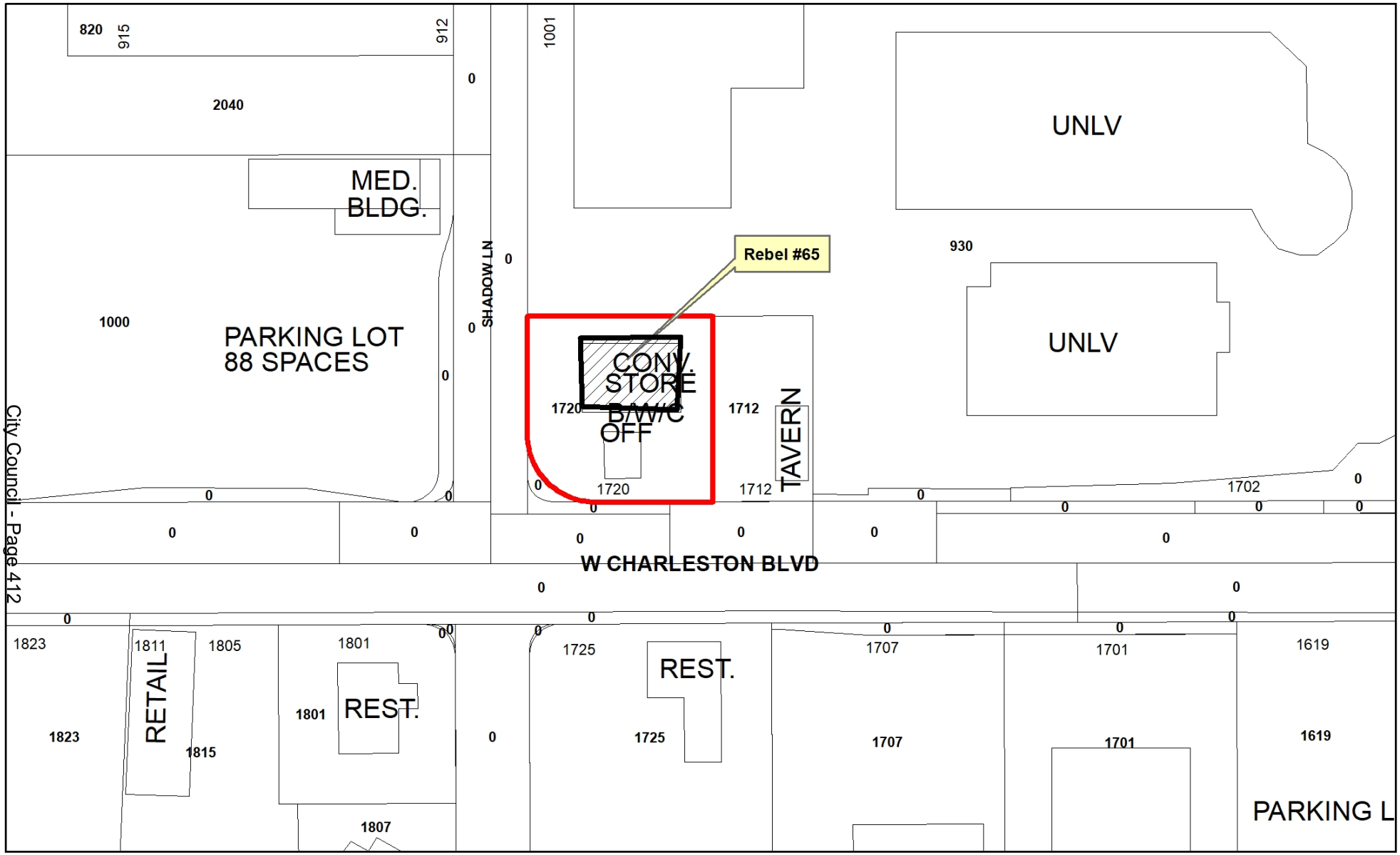
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #65 at 1720 West Charleston Boulevard - Ward 1 (Knudsen)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #65
1720 West Charleston Boulevard
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, October 28, 2020

AGENDA SUMMARY PAGE
City Council
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43

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #73 at 901 North Buffalo 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, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

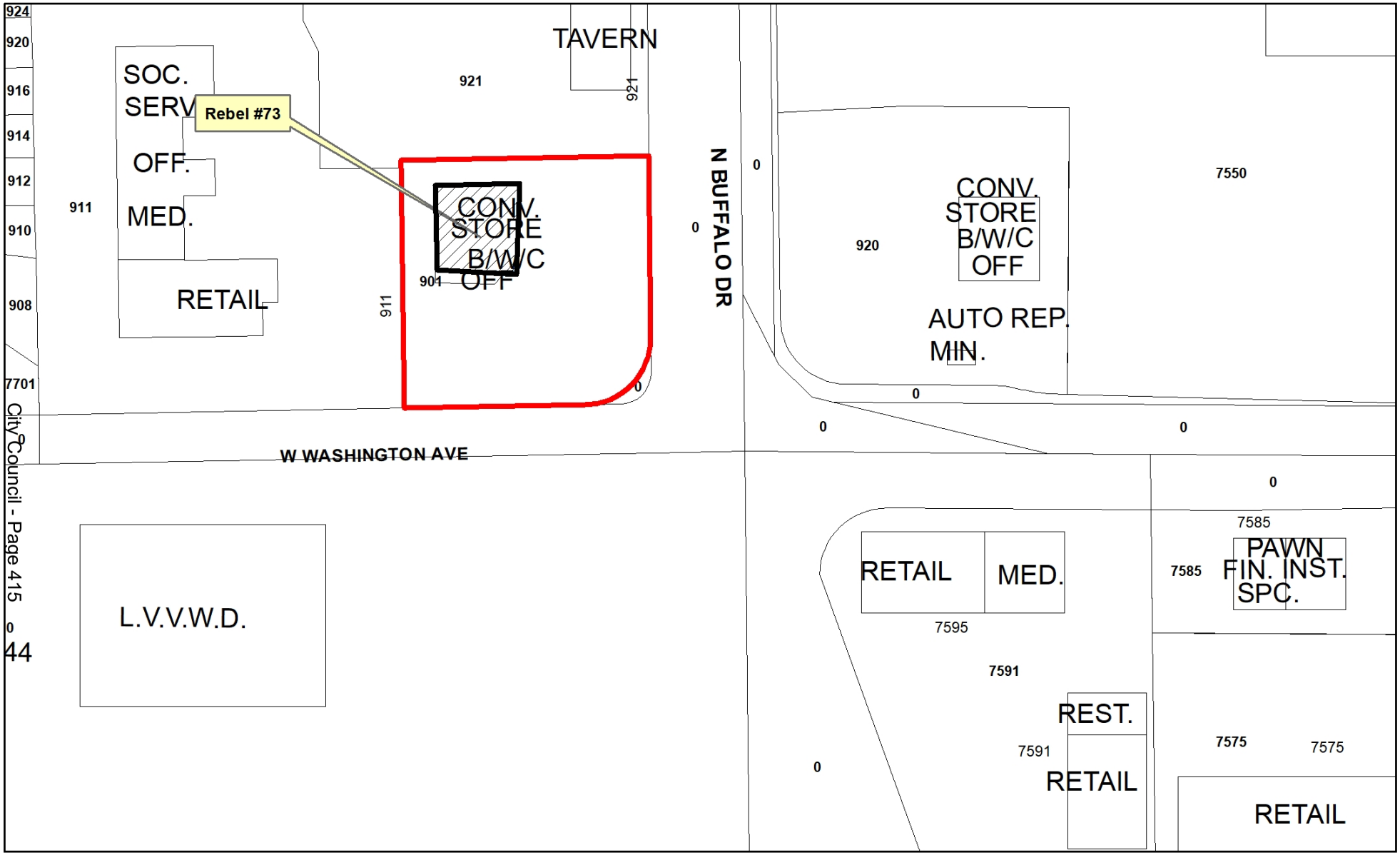
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #73 at 901 North Buffalo Drive - Ward 2 (Seaman)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #73
901 North Buffalo Drive
Ward #2

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, October 28, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
44

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #76 at 10076 West Sahara Avenue - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

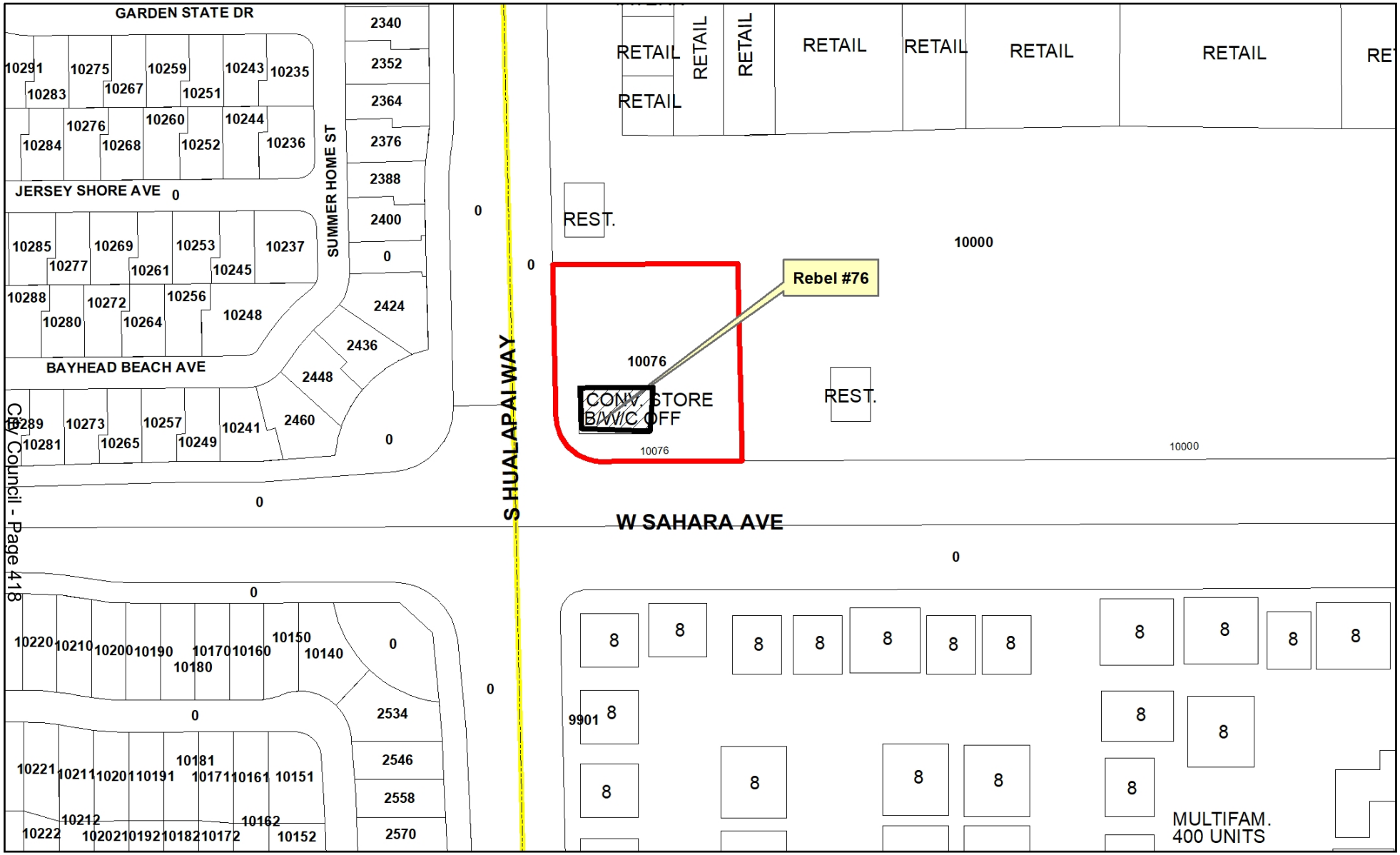
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #76 at 10076 West Sahara Avenue - Ward 2 (Seaman)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #76
10076 West Sahara Avenue
Ward #2

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, October 28, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
45

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #77 at 6400 West Lake Mead Boulevard - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

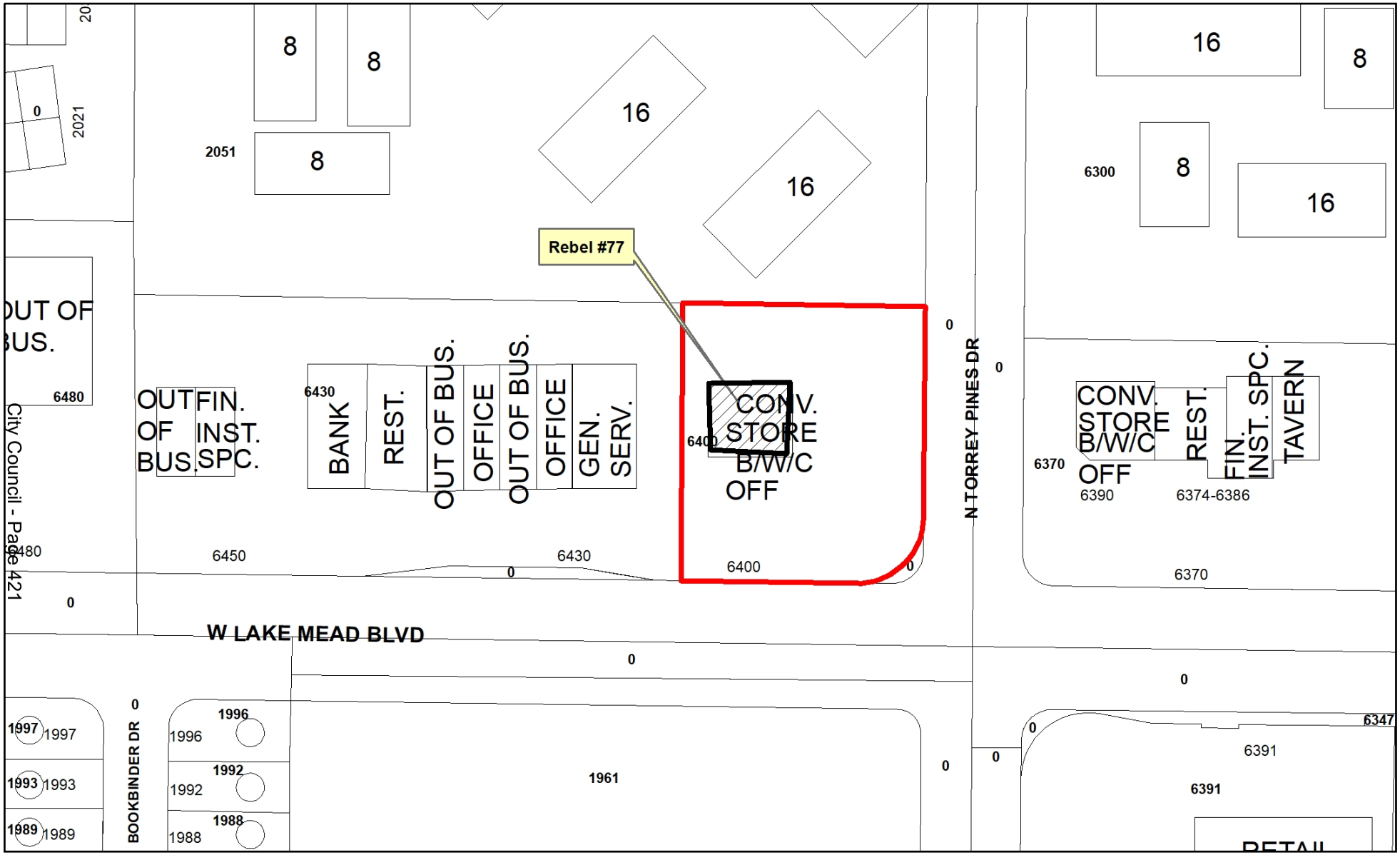
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #77 at 6400 West Lake Mead Boulevard - Ward 5 (Crear)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #77
6400 West Lake Mead Boulevard
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: Wednesday, October 28, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
46

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #82 at 845 North Decatur Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #82 at 845 North Decatur Boulevard - Ward 1 (Knudsen)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
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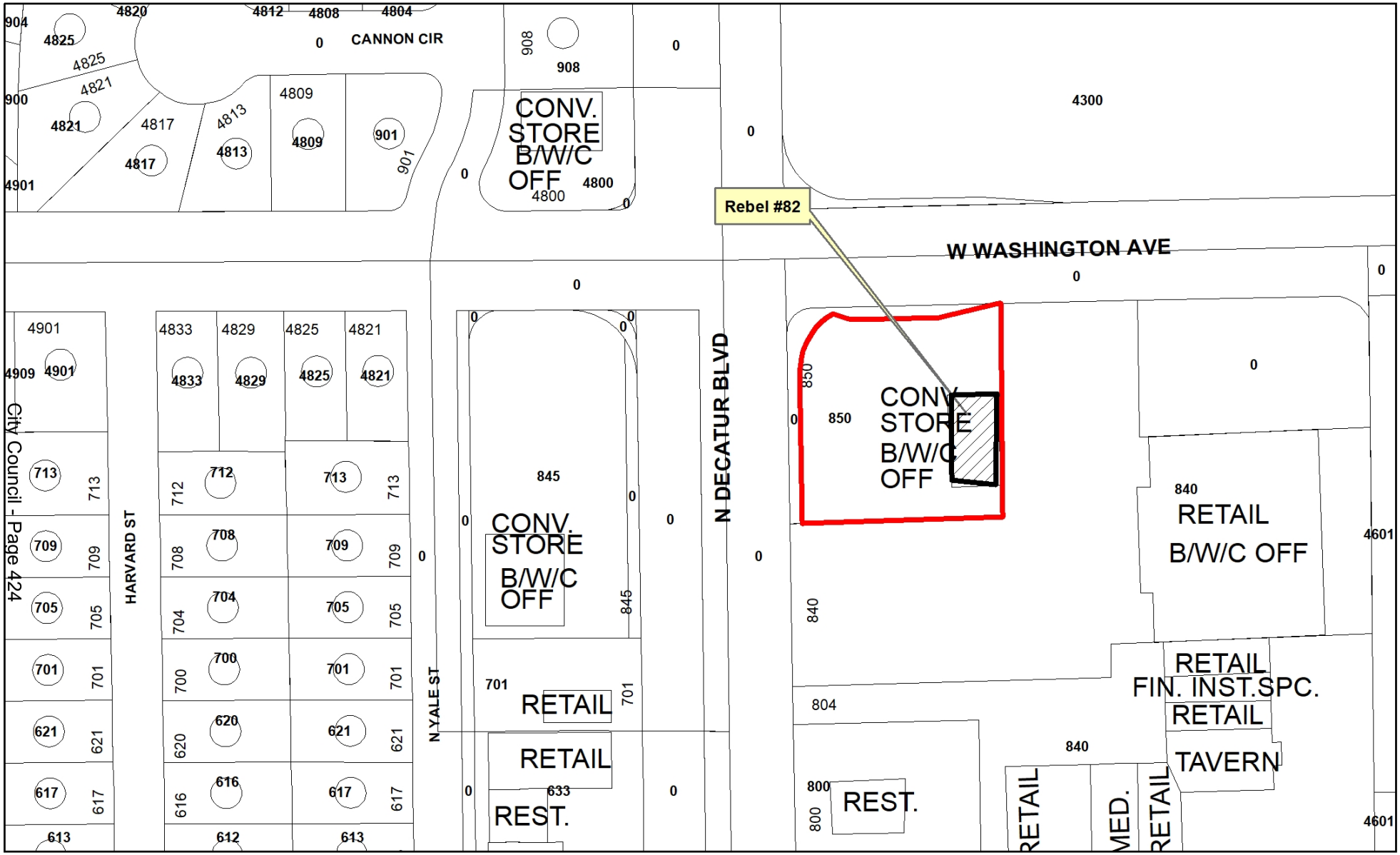
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #82
845 North Decatur Boulevard
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: Tuesday, November 24, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
47

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #88 at 7191 West Craig Road - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

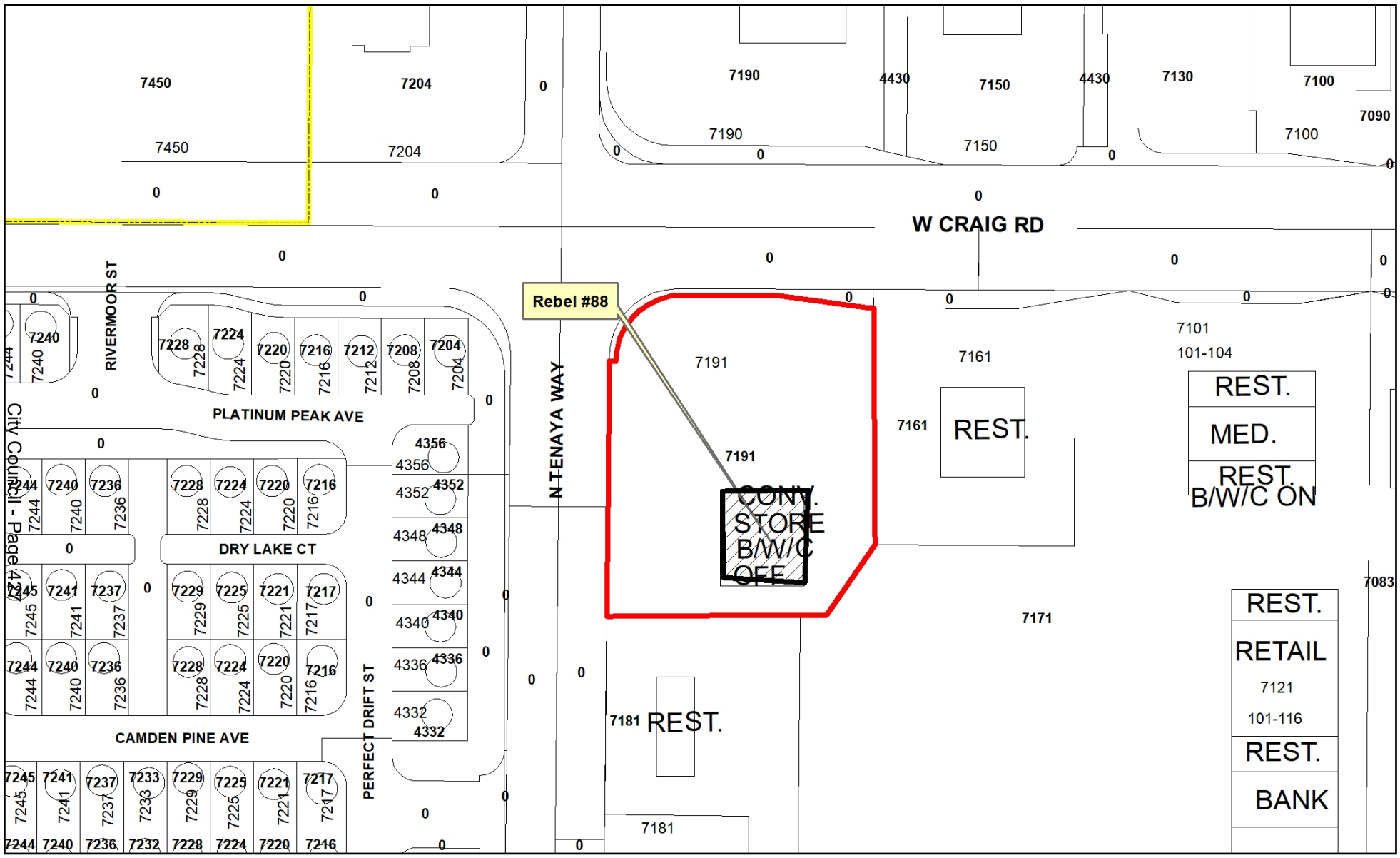
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #88 at 7191 West Craig Road - Ward 4 (Anthony)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #88

7191 West Craig Road

Ward #4

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, October 28, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
48

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #92 at 3051 East Bonanza Road - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

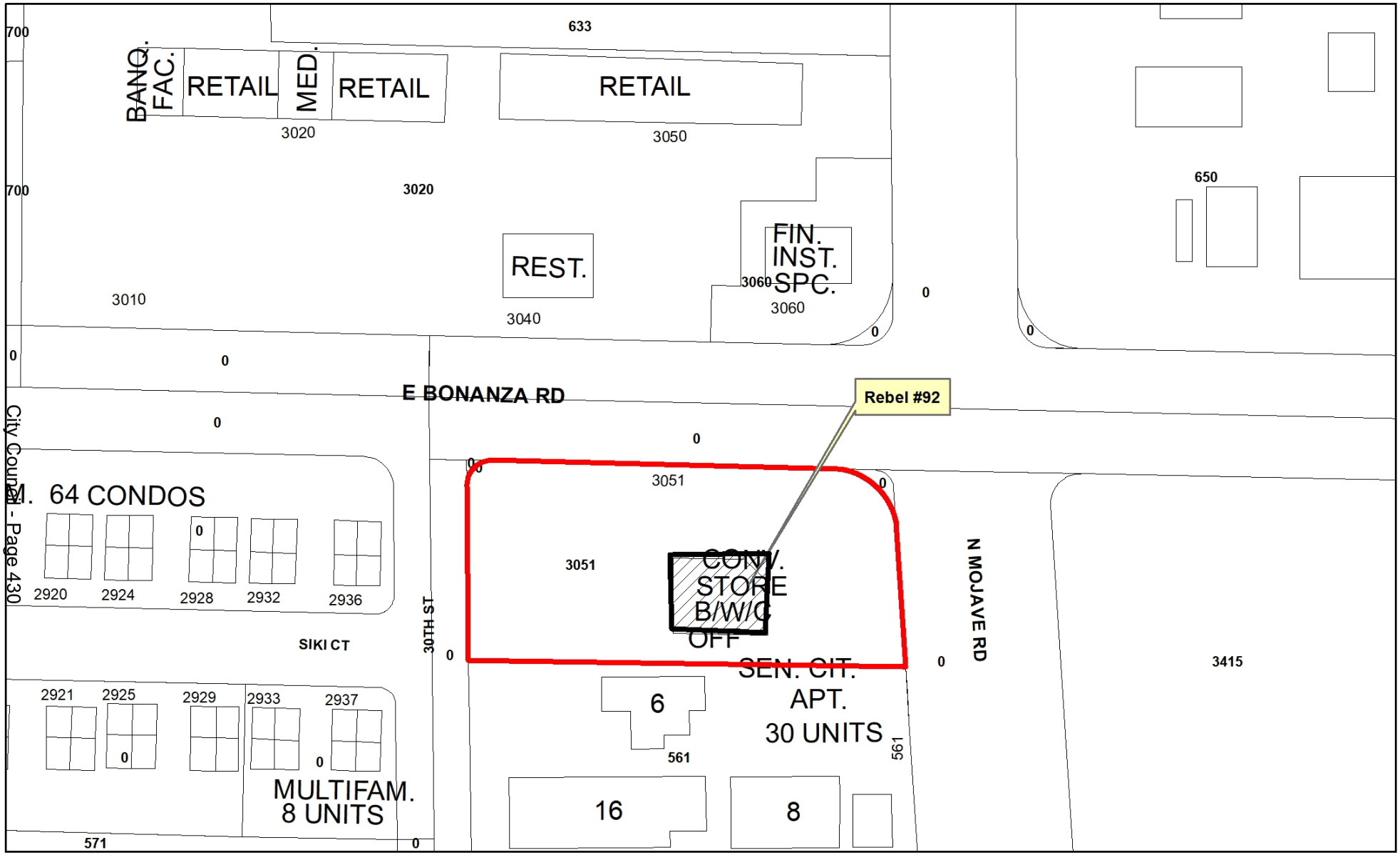
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #92 at 3051 East Bonanza Road - Ward 3 (Diaz)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #92
3051 East Bonanza 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: Wednesday, October 28, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
49

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #96 at 1080 South Rainbow Boulevard - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 7 slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

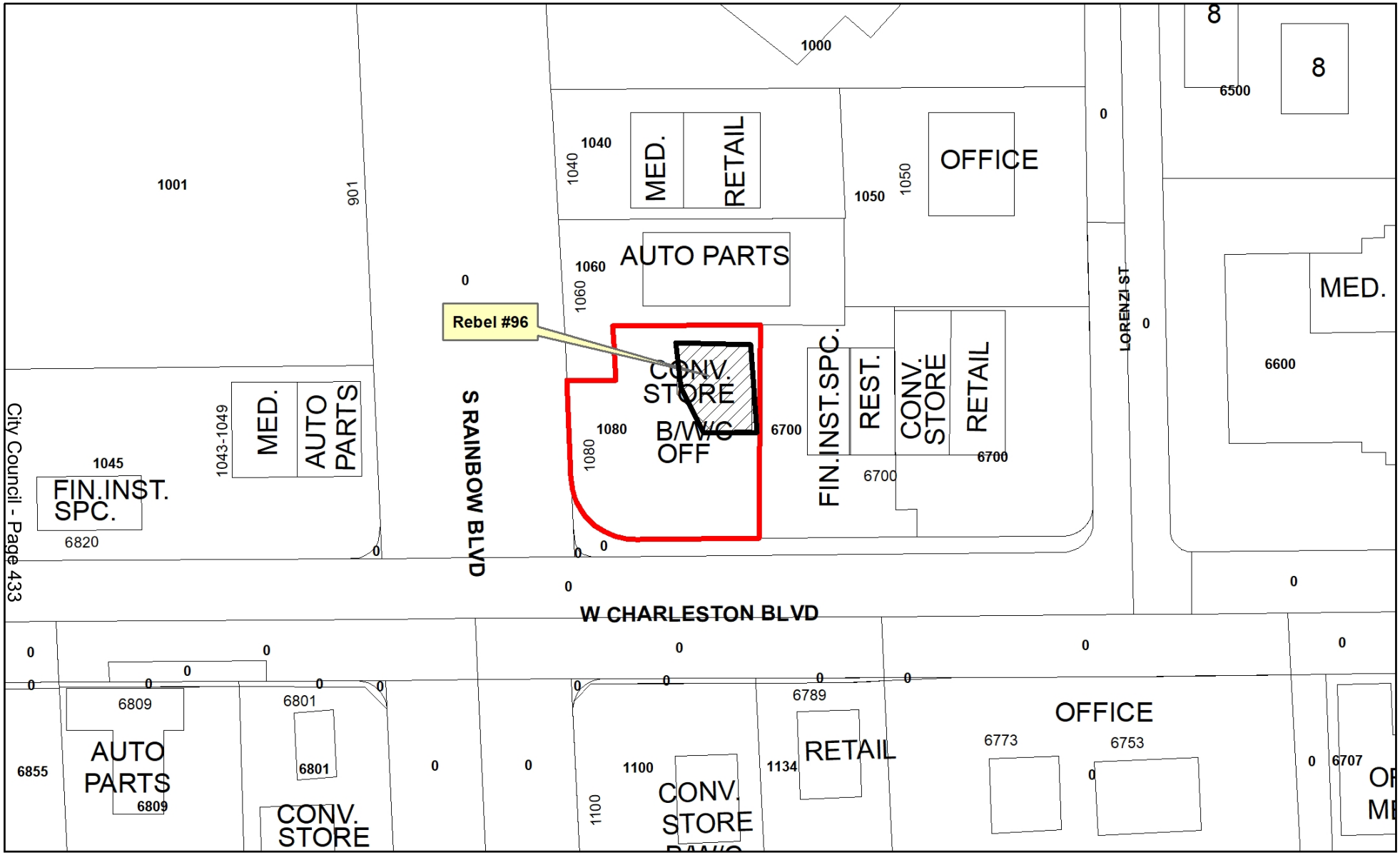
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for SARTINI GAMING, LLC dba SARTINI GAMING, LLC db at REBEL #96 at 1080 South Rainbow Boulevard - Ward 1 (Knudsen)

OWNERSHIP:

SARTINI GAMING, LLC
Golden Gaming, LLC, Managing Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
77 Golden Gaming, LLC, Member
Stephen A. Arcana, Manager
Blake L. Sartini, Manager
Sean T. Higgins, Manager
Charles H. Protell, Manager
Golden Holdings, Inc., Member
Stephen A. Arcana, Director
Blake L. Sartini, President, Director
Sean T. Higgins, Secretary, Director
Charles H. Protell, Treasurer, Director
Golden Entertainment, Inc., Shareholder
Blake Sartini, Director, President, Chief Executive Officer
Lyle Arnold Berman, Director, Shareholder
Nantahala Capital Management, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Shareholder
Blake L. Sartini, Trustee
Delise F. Sartini, Trustee
D'Oro Holding, LLC, Shareholder
The Blake L. Sartini and Delise F. Sartini Family Trust, Managing Member
Neil I. Sell, Director, Shareholder
Timothy J. Cope, Director
Stephen Arcana, Executive Vice President, Chief Operating Officer
Charles H. Protell, Executive Vice President, Chief Financial Officer, Treasurer
Mark A. Lipparelli, Director
Robert L. Miodunski, Director
Terrence L. Wright, Director



Rebel #96
1080 South Rainbow Boulevard
Ward #1

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, October 28, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
50

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

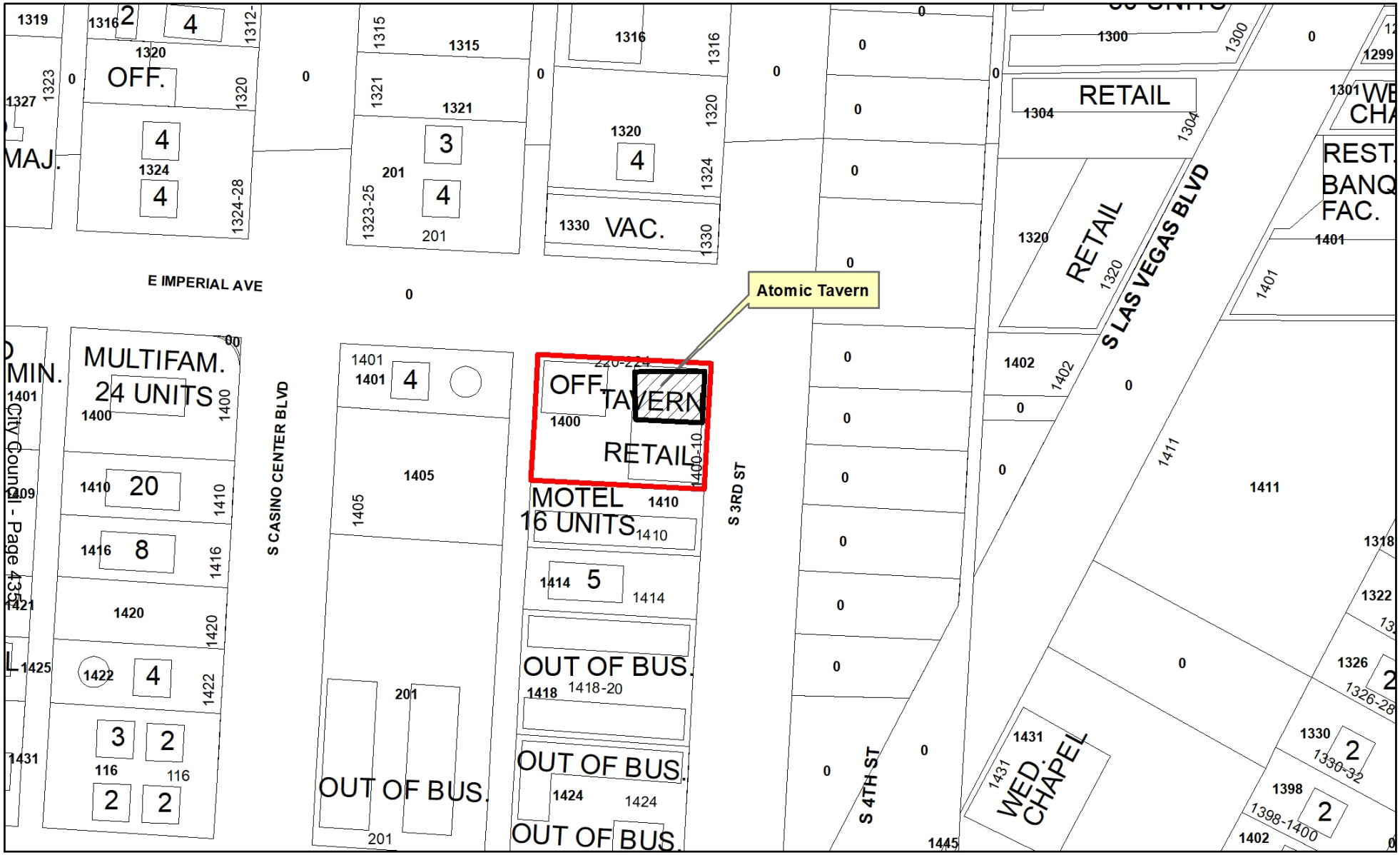
SUBJECT:
For possible action to approve a Restricted Gaming License for IMPERIAL BAR, INC. dba ATOMIC TAVERN at 1402 South 3rd Street [Paul Albright, President, Secretary, Treasurer, Director, Shareholder] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Restricted Gaming License for 12 Slots.

RECOMMENDATION:
Staff recommends APPROVAL, subject to Nevada Gaming Commission approval.

BACKUP DOCUMENTATION:
1. Location Map



Atomic Tavern
1402 South 3rd Street
Ward #3

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, November 24, 2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
51

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Interlocal Contract 1244 between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to provide funding for engineering for the Farm Road, Tule Springs Road to Tenaya Way Project ($360,000 - Road and Flood Capital Project Fund [CPF]) - Ward 6 (Fiore)

FISCAL IMPACT:
Budget Funds Available
Amount: $360,000
Funding Source: Road and Flood CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV has requested funding to commence engineering design for roadway improvements along Farm Road from Tule Springs Road to Tenaya Way. The improvements will include rehabilitating the roadway, intersection improvements, Americans with Disabilities Act improvements, utility relocations, sidewalks, pedestrian and bicycle safety upgrades, storm drain improvements, and any other appurtenances necessary to complete the functional project. Total project funding from Fuel Revenue Indexing Extension funds shall not exceed $360,000. The RTC approved this contract at their November 12, 2020, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Contract 1244

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INTERLOCAL CONTRACT
FARM ROAD, TULE SPRINGS ROAD TO TENAYA WAY

THIS INTERLOCAL CONTRACT is made and entered into this 12TH day of November 2020, 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 improvements to Farm Road, Tule Springs Road to Tenaya Way, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the CITY is requesting funds to commence engineering for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION I: SCOPE OF PROJECT

This Interlocal Contract #1244 applies to roadway improvements along Farm Road from Tule Springs Road to Tenaya Way. The improvements will include rehabilitating the roadway, intersection improvements, Americans with Disability Act upgrades, utility relocation, sidewalks, pedestrian and bicycle safety upgrades, storm drain improvements, 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 $360,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $360,000.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $0.00

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, 2025. 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 #1244 is effective as of the date first set forth above.

Date of Commission Action: REGIONAL TRANSPORTATION COMMISSION

November 12, 2020

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
Deputy City Attorney

John S. Ridilla 11/16/2020

Deputy City Attorney Date

DocuSign Envelope ID: 4E3AABF5-72F1-41E0-9E4D-DA7B5F1298A3

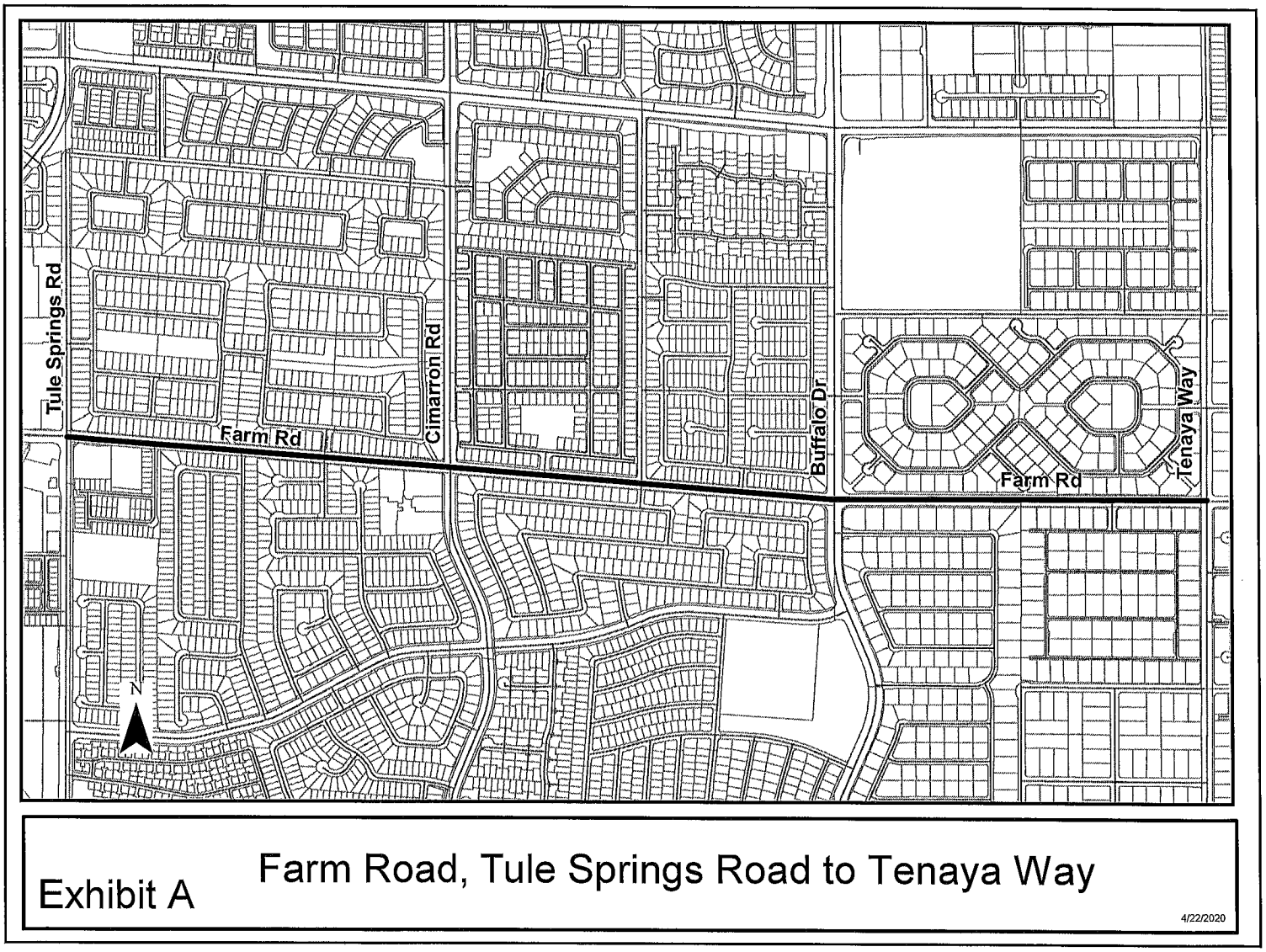

Exhibit A

Farm Road, Tule Springs Road to Tenaya Way

4/22/2020

N:\pavement\RWPGIS\Greg\Exhibit As\Farm Rd Exhibit A.mxd

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
52

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 1 - 1154a between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to decrease project funding for the Intersection Improvements Program: Fiscal Year 2020 City of Las Vegas Construction - Package 2 Project - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The CLV entered into an interlocal contract with the RTC for the Intersection Improvements Program: Fiscal Year 2020 City of Las Vegas Construction - Package 2 Project. This Supplemental Interlocal Contract No. 1 - 1154a will reduce construction funds by $1,450,000, as lower-than-anticipated construction bids were received. Total funding for the project from Fuel Revenue Indexing Extension funds shall not exceed $4,100,000. The RTC approved this contract at their November 12, 2020, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Supplemental Interlocal Contract No. 1 - 1154a

DocuSign Envelope ID: 4E3AABF5-72F1-41E0-9E4D-DA7B5F1298A3

Contract #1154A

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
INTERSECTION IMPROVEMENTS PROGRAM: FISCAL YEAR 2020
CITY OF LAS VEGAS CONSTRUCTION - PACKAGE 2

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 12TH day of November 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1154 dated December 12, 2019, for Intersection Improvements Program: Fiscal Year 2020 City of Las Vegas Construction – Package 2, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located partially within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction for the PROJECT; and

WHEREAS, LAS VEGAS wishes to decrease total PROJECT funding for construction for the PROJECT; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide 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 $4,100,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $0.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $4,100,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

The remainder of the Interlocal Contract #1154 dated December 12, 2019, shall remain unchanged.

The remainder of this page is left intentionally blank.

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

November 12, 2020

REGIONAL TRANSPORTATION COMMISSION

BY: DocuSigned by: Lawrence L Brown III 9BD793A7A53847A...

LAWRENCE L. BROWN III, Chairman

Attest:

DocuSigned by: Marin DuBois 67E25985C7E8458...

MARIN DUBOIS, Management Analyst

Approved as to Form:

DocuSigned by: David Clyde C20A409B6B774C0...

RTC Legal Counsel

Date of Council Action:

CITY OF LAS VEGAS

BY: _____

CAROLYN G. GOODMAN, Mayor

Attest:

LUANN D. HOLMES, MMC
City Clerk

Approved as to Form:

John S. Ridilla
Deputy City Attorney

John S. Ridilla 11/16/2020

Deputy City Attorney Date

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
53

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 2 - 1014b between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to reallocate project funds within the contract and extend the project completion date to December 31, 2021, for the Traffic Signal Improvements Program Fiscal Year 2019 Project - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The CLV entered into an interlocal contract and a supplemental interlocal contract with the RTC for the Traffic Signal Improvements Program Fiscal Year 2019 Project. This Supplemental Interlocal Contract No. 2 - 1014b will extend the project completion date to December 31, 2021, and reallocate project funding for engineering and construction. Total funding for the project from Motor Vehicle Fuel Tax funds remains unchanged at $4,475,000. The RTC approved this contract at their November 12, 2020, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Supplemental Interlocal Contract No. 2 - 1014b

DocuSign Envelope ID: 4E3AABF5-72F1-41E0-9E4D-DA7B5F1298A3

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2
TRAFFIC SIGNAL IMPROVEMENTS PROGRAM FISCAL YEAR 2019

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 2 is made and entered into this 12TH day of November 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1014 dated July 12, 2018, and Supplemental Interlocal Contract No. 1 dated March 14, 2019, for the Traffic Signal Improvements Program for Fiscal Year 2019, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering, right-of-way, and construction for the PROJECT; and

WHEREAS, the CITY wishes to reallocate PROJECT funding and extend the PROJECT completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to reimburse funds advanced by the CITY for eligible PROJECT costs incurred after June 30, 2020.

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 $4,475,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $1,035,000.00
    b. RIGHT-OF-WAY not to exceed $140,000.00
    c. CONSTRUCTION not to exceed $3,300.000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL; paragraph 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 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.

The remainder of the Interlocal Contract #1014 dated July 12, 2018, and Supplemental Interlocal Contract No. 1 dated March 14, 2019, shall remain unchanged.

The remainder of this page is left intentionally blank.

DocuSign Envelope ID: 4E3AABF5-72F1-41E0-9E4D-DA7B5F1298A3

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 2 is effective as of the date first set forth above.

Date of Commission Action:

November 12, 2020

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
Deputy City Attorney

John S. Ridilla 11/16/2020

Deputy City Attorney Date

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
54

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 1 - 1056a between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding and extend the project completion date to December 31, 2021, for the Traffic Signal Improvements Program Fiscal Year 2018 Project at Gilmore Avenue and Cliff Shadows Parkway ($150,000 - Traffic Improvements Capital Project Fund [CPF]) - Ward 4 (Anthony)

FISCAL IMPACT:
Budget Funds Available
Amount: $150,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV entered into an interlocal contract with RTC for roadway and pedestrian safety improvements at Gilmore Avenue and Cliff Shadows Parkway. This Supplemental Interlocal Contract No. 1 - 1056a will extend the project completion date to December 31, 2021, and provide an additional $150,000 for construction of the project. Total funding for the project from Fuel Revenue Indexing Extension funds shall not exceed $659,000. The RTC approved this contract at their November 12, 2020, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Supplemental Interlocal Contract No. 1 - 1056a

DocuSign Envelope ID: 4E3AABF5-72F1-41E0-9E4D-DA7B5F1298A3

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1
TRAFFIC SIGNAL IMPROVEMENTS PROGRAM FISCAL YEAR 2018

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 1 is made and entered into this 12TH day of November 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #1056 dated May 24, 2018, for the Traffic Signal Improvements Program for Fiscal Year 2018, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the CITY; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for construction for the PROJECT; and

WHEREAS, the CITY wishes to increase PROJECT funding and extend the PROJECT completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to reimburse funds advanced by the CITY for eligible PROJECT costs incurred after June 30, 2020.

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 $659,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $0.00
    b. RIGHT-OF-WAY not to exceed $0.00
    c. CONSTRUCTION not to exceed $659,000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL; paragraph 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 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.

The remainder of the Interlocal Contract #1056 dated May 24, 2018, shall remain unchanged.

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DocuSign Envelope ID: 4E3AABF5-72F1-41E0-9E4D-DA7B5F1298A3

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 1 is effective as of the date first set forth above.

Date of Commission Action:

November 12, 2020

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
Deputy City Attorney

John S. Ridilla 11/14/2020

Deputy City Attorney Date

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
55

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 3 - 931c between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to increase project funding and extend the project completion date to December 31, 2025, for the City-Wide Pedestrian Safety Improvements Project located throughout the CLV ($1,300,000 - Traffic Improvements Capital Project Fund [CPF]) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $1,300,000
Funding Source: Traffic Improvements CPF
Dept./Division: Public Works/Transportation Engineering

PURPOSE/BACKGROUND:
The CLV entered into an interlocal contract and supplemental interlocal contracts with the RTC to supplement federal funding ($4,428,785) obtained for the City-Wide Pedestrian Safety Improvements Project located throughout the CLV. This Supplemental Interlocal Contract No. 3 - 931c will extend the project completion date to December 31, 2025, and provide an additional $1,300,000 for construction of the project. Total funding for the project from Motor Vehicle Fuel Tax funds shall not exceed $2,120,000. The RTC approved this contract at their November 12, 2020, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Supplemental Interlocal Contract No. 3 - 931c

DocuSign Envelope ID: 4E3AABF5-72F1-41E0-9E4D-DA7B5F1298A3

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
CITY-WIDE PEDESTRIAN SAFETY IMPROVEMENTS

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 is made and entered into this 12TH day of November 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #931 dated April 1, 2018, and supplemental interlocal contracts dated August 10, 2017, and March 8, 2018, for the City-Wide Pedestrian Safety Improvements program, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering, right-of-way, and construction for the PROJECT; and

WHEREAS, the CITY wishes to increase PROJECT funding and extend the PROJECT completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to provide 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 $2,120,000.00.

2. Authorizations to Proceed (ATP) are granted as follows:

    a. ENGINEERING not to exceed $580,000.00
    b. RIGHT-OF-WAY not to exceed $5,000.00
    c. CONSTRUCTION not to exceed $1,535.000.00

3. At the time the ATP for construction is granted, the CITY will make all attempts to publish the bid for this PROJECT within 90 calendar days.

4. A supplemental interlocal contract will be required for any changes to the amounts identified in number 2 above.

SECTION III: GENERAL; paragraph 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 2025. The RTC may, at any time thereafter, grant time extensions or terminate this Contract and require all sums advanced to the CITY be repaid.

The remainder of the Interlocal Contract #931 dated April 1, 2018, and supplemental interlocal contracts dated August 10, 2017, and March 8, 2018, shall remain unchanged.

The remainder of this page is left intentionally blank.

DocuSign Envelope ID: 4E3AABF5-72F1-41E0-9E4D-DA7B5F1298A3

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action:

November 12, 2020

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
Deputy City Attorney

John S. Ridilla 11/16/2020

Deputy City Attorney Date

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
56

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve a right-of-way dedication and roadway easement from Ismail Mohammad and Gabriela Guadalupe Abushanab for right-of-way purposes located at the corner of Elkhorn Road and Jones Boulevard, APN 125-13-401-016 - Ward 6 (Fiore)

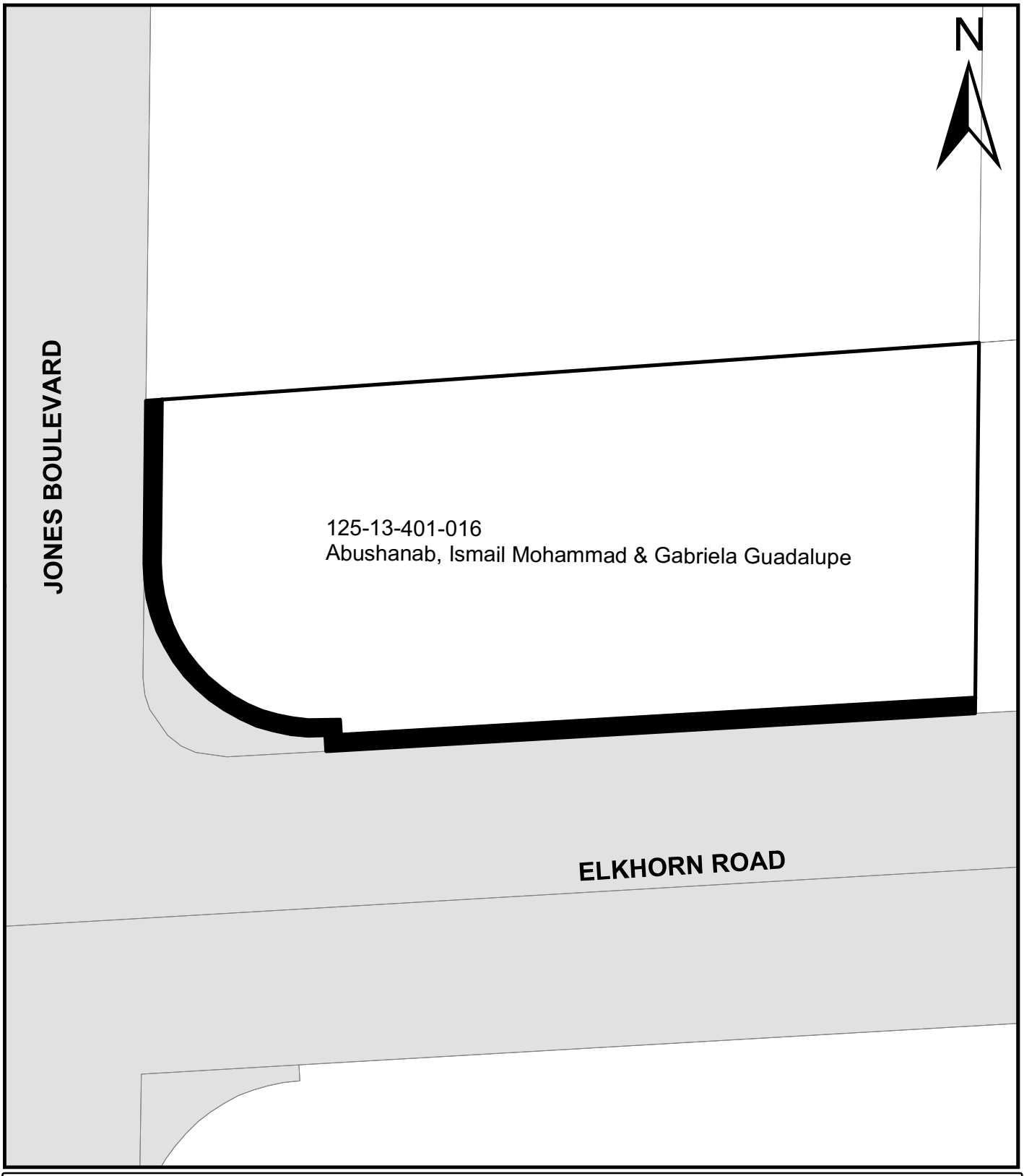
FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The dedication and roadway easement are needed to complete the right-of-way at the corner of Elkhorn Road and Jones Boulevard for the purpose of sidewalks, curb and gutter.

RECOMMENDATION:
Approval. If approved, the Public Works Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the right-of-way dedication and roadway easement.

BACKUP DOCUMENTATION:
1. Exhibit Map

EXHIBIT MAP



LEGEND

- Area of dedication
- Subject Parcels
- Right-of-Way

ELHORN ROAD & JONES BOULEVARD DEDICATION

PARCEL NO: 125-13-401-016

OWNER: Abushanab, Ismail Mohammad & Gabriela Guadalupe

SECTION, TOWNSHIP, RANGE: SECTION 13, T. 19 S., R 60 E.

AREA OF SUBJECT PARCEL(S): 0.69 +- ac

AREA OF ACQUISITION: 23,512 sf +-

CITY OF LAS VEGAS NEVADA

Date: 11/17/2020

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
57

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve Supplemental Interlocal Contract No. 3 - 960c between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to extend the project completion date to December 31, 2021, for the Arterial Reconstruction Program - Package 5 Project - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The CLV entered into an interlocal contract and supplemental interlocal contracts with the RTC for the Arterial Reconstruction Program - Package 5 Project. This Supplemental Interlocal Contract No. 3 - 960c will extend the project completion date to December 31, 2021. Additional time is required to complete construction of the Lake Mead, Pueblo Vista to Buffalo Drive Sidewalk segment of the project. The RTC approved this contract at their November 12, 2020, Board Meeting.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Supplemental Interlocal Contract No. 3 - 960c

DocuSign Envelope ID: 4E3AABF5-72F1-41E0-9E4D-DA7B5F1298A3

SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3
ARTERIAL RECONSTRUCTION PROGRAM – PACKAGE 5

THIS SUPPLEMENTAL INTERLOCAL CONTRACT NO. 3 is made and entered into this 12TH day of November 2020, by and between the City of Las Vegas, a municipal corporation, hereinafter referred to as the "CITY" and the Regional Transportation Commission of Southern Nevada, hereinafter referred to as "RTC."

W I T N E S S E T H

WHEREAS, the RTC approved Interlocal Contract #960 dated September 14, 2017, and Supplemental Interlocal Contract No. 1 dated March 8, 2018, for roadway improvements for Arterial Reconstruction Program – Package 5, which is included on the adopted RTC Capital Improvement Plan, hereinafter referred to as "PROJECT," located wholly within the City of Las Vegas; and

WHEREAS, Nevada Revised Statue (NRS) Chapter 277.180 authorizes any one or more public agencies to contract with any one or more other public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the agreement is authorized by law to perform and refers to such as an interlocal agreement; and

WHEREAS, the CITY agrees to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the RTC previously granted "Authorization to Proceed" for engineering, right-of-way, and construction for the PROJECT; and

WHEREAS, the CITY wishes to extend the PROJECT completion date; and

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and promises of the Parties hereto, the Parties agree to proceed as follows:

SECTION II: PROJECT COSTS; shall be revised to read as follows:

The RTC agrees to reimburse funds advanced by the CITY for eligible PROJECT costs incurred after June 30, 2020.

SECTION III: GENERAL; paragraph 6 shall be revised to read as follows:

6. The PROJECT must be completed to the satisfaction of the RTC prior to the current applicable completion date of December 31, 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.

The remainder of the Interlocal Contract #960 dated September 14, 2017, and Supplemental Interlocal Contract No. 1 dated March 8, 2018, shall remain unchanged.

DocuSign Envelope ID: 4E3AABF5-72F1-41E0-9E4D-DA7B5F1298A3

IN WITNESS WHEREOF, this Supplemental Interlocal Contract No. 3 is effective as of the date first set forth above.

Date of Commission Action:

November 12, 2020

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
Deputy City Attorney

John S. Ridilla 11/16/2020

Deputy City Attorney Date

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
58

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve a right-of-way dedication from the Monte and Annette Brown Living Trust Agreement located at the corner of Atwood Avenue and Pioneer Way, APN 138-10-402-016 - Ward 4 (Anthony)

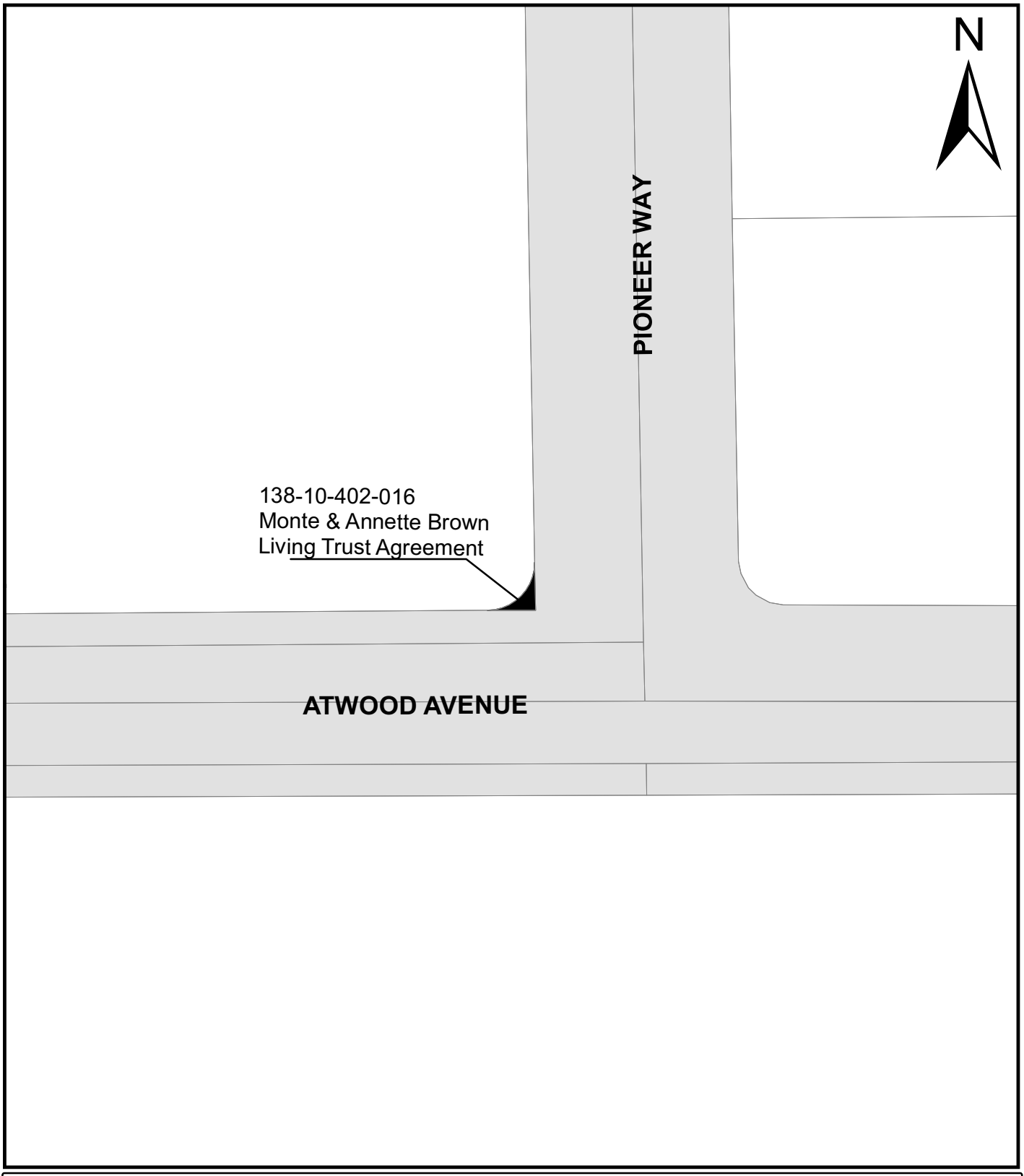
FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This right-of-way dedication is needed to complete a spandrel at the northwest corner of Atwood Avenue and Pioneer Way.

RECOMMENDATION:
Approval. If approved, the Public Works Director or designee is hereby authorized to execute any documents, as approved as to form by the City Attorney, related to the right-of-way dedication.

BACKUP DOCUMENTATION:
1. Exhibit Map

EXHIBIT MAP



LEGEND

Area of dedication

Right-of-Way

ATWOOD AVENUE & PIONEER WAY SPANDREL DEDICATION

PARCEL NO: 138-10-402-016

OWNER: Monte & Annette Brown Living Trust Agreement

SECTION, TOWNSHIP, RANGE: SECTION 10, T. 20 S., R 60 E.

AREA OF SUBJECT PARCEL(S): 50.23sf +-

AREA OF DEDICATION: 50.23sf +-

CITY OF LAS VEGAS NEVADA

Date: 11/18/2020

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
59

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

SUBJECT:
RESOLUTIONS:

R-54-2020 - For possible action to approve a Resolution consenting to the undertakings of the City of Las Vegas Redevelopment Agency (RDA) in connection with an Owner Participation Agreement (OPA) between the RDA and Meadows Owner LLC (Owner) to participate in a public/private partnership with the developer on land located 4490 Meadows Lane (APN 139-31-111-010) to be in compliance with and in furtherance of the goals and objectives of the RDA - Ward 1 (Knudsen) [Note: This item is related to RDA Item 4 (RA-10-2020)]

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This is related to a RDA item regarding assisting Meadows Owner LLC with the costs of constructing a sewer line to service the to be constructed a 334-unit multifamily apartment complex on the property located at 4490 Meadows Lane. Approval will adopt findings that the OPA is in compliance with and furtherance of the goals and objectives of the RDA and the Redevelopment Plan. The purpose of this agreement is to establish terms by which the Redevelopment Agency may participate in a public/private partnership with the developer; and to set forth the manner and timing for which reimbursement for Qualified Improvements shall occur, not to exceed $95,000.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-54-2020
2. Public Purpose/Impact Analysis
3. Site Map

RESOLUTION NO. R-54-2020

RESOLUTION CONSENTING TO CERTAIN UNDERTAKINGS OF THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY IN CONNECTION WITH THE OWNER PARTICIPATION AGREEMENT ("OPA") BETWEEN THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY ("AGENCY") AND MEADOWS OWNER LLC ("OWNER") FOR THE PROJECT CONCERNING THE DEVELOPMENT OF IMPROVEMENTS TO REAL PROPERTY DESCRIBED AS APN 139-31-111-010

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 on May 17, 2006, by Ordinance 5830, 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, Meadows Owner, LLC (the "OWNER") is the owner of real property and improvements located at 4490 Meadows Lane and which parcels are commonly known as APN 139-31-111-010 (the "Site"); and

WHEREAS, the Owner is undertaking certain improvements to the Site in accordance with the goals and objectives of the Redevelopment Plan; and

WHEREAS, the City Council of the City of Las Vegas has considered the findings that the development of improvements to a building, facilities, structures or other

improvements to be located at the Site are of benefit to the Redevelopment Area or the immediate neighborhood in which the Redevelopment Area is located; and

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

WHEREAS, the City Council of the City of Las Vegas has considered the undertakings of the Agency in connection with the OPA (attached hereto as Exhibit A), which provides for the contribution of funds to the Owner for making physical visual improvements to the building and property located on the Site, all as more fully set forth in the OPA.

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

RESOLVED FURTHER, that the City Council of the City of Las Vegas hereby finds and determines there are no reasonable means of financing those 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 OPA with the OWNER for the Project concerning the development on the Site.

THE FOREGOING RESOLUTION was passed, adopted and approved this _____ day of December 2020.

CITY OF LAS VEGAS

By_____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC, City Clerk

APPROVED AS TO FORM:

M. Ciraolo 11-30-20
Date

RDA OWNER PARTICIPATION AGREEMENT RDA/CC Mtg 12/16/20

RDA Item#____ CC Item# _____

EXHIBIT A

OWNER PARTICIPATION AGREEMENT

CITY OF LAS VEGAS REDEVELOPMENT AGENCY
DEVELOPER PARTICIPATION AGREEMENT

THIS DEVELOPER PARTICIPATION AGREEMENT (the "Agreement") is entered into as of the _____ day of _____, 2020, 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 Meadows Owner, LLC, a Delaware Limited Liability Company (hereinafter referred to as the "Developer").

Recitals

WHEREAS, the Agency administers funds of the Agency for the purposes of assisting business Developers and landlords to attract or maintain businesses in the Agency redevelopment area and to support investment into infrastructure and existing commercial and residential structures in the Agency redevelopment area Redevelopment Area (defined below) and to attract to or maintain redevelopment in the Redevelopment Area;

WHEREAS, Developer is the owner of the real estate development described on Attachment 2 hereto (the "Developer Property") located in the Redevelopment Area.

WHEREAS, the purpose of this Agreement is to effectuate the Redevelopment Plan (the "Redevelopment Plan") for the Las Vegas Redevelopment Area (the "Redevelopment Area by providing for construction of infrastructure within the boundaries of the Redevelopment Area to enable and maintain redevelopment in the Redevelopment Area.

WHEREAS, the installation of the Project pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City of Las Vegas, Nevada (the "City"), and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

WHEREAS, Developer has agreed to construct the Project (defined below) consisting of public sewer improvements which will benefit the Developer Property and other properties in the Redevelopment Area; and

WHEREAS, the Agency shall reimburse the Developer for any installation of the Project, which the Agency has determined are significant in character, up to a maximum of Ninety Five Thousand Dollars and 00/100 ($95,000.00) (the "Agency Funds"); and

WHEREAS, the Developer desires to install the Project pursuant to the terms and provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Agency and Developer 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 the construction of those public sewer improvements 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.

The Developer is Meadows Owner LLC, a Delaware limited liability company (the "Developer"), which is owned by Meadows QOZB LLC and Silverstein-TRU Meadows Investment LLC (collectively, the "Members") whose address is 9555 Hillwood Drive Suite 110, Las Vegas, NV 89134. Wherever the term "Developer" is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

The qualifications and identity of the Developer and of the Members are of particular concern to the City and Agency, and it is because of such qualifications and identity that Agency has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement except as expressly set forth herein. This Agreement may be terminated by Agency if there is any significant change (voluntary or involuntary) in the Developer prior to the completion of the development of the Site as evidenced by the issuance of a Certificate of Completion therefor.

The Developer shall not assign all or any part of this Agreement without the prior written approval of Agency, which approval may be withheld by Agency at Agency's sole discretion.

The Developer hereby represents and warrants to Agency that Developer owns fee title to the Developer Property described in Attachment 2. Proof of Ownership is evidenced in a recorded Grant, Bargain and Sale Deed, a copy of which is attached hereto as Attachment "2.

Developer agrees to use its best efforts in complying with Agency Employment Plan Policy attached hereto as Attachment "6".

Developer hereby represents and warrants to Agency that Developer has obtained all financing and other resources necessary to pay for all costs of the construction and full completion of the Project and QI (defined below).

SECTION 3: IMPROVEMENTS TO THE PROJECT AND PROJECT BUDGET.

Developer shall complete the Project according to the Scope of Work and Schedule of Sewer Improvements, which is attached hereto as Attachment "3" and by this reference is made a part hereof. As part of the Project, Developer agrees to install those improvements set forth and described on Attachment "3" and referred to herein as the "QI" in strict conformance with Attachment "3". The Scope of Work and Tentative Schedule of Project shall provide a line item budget, acceptable to the Agency, for all work to be performed. Developer agrees to commence, or cause the commencement of the Project, pursuant to the plans and other documents submitted by Developer and approved by Agency and City of Las Vegas Public Works within (i) 30 days of City of Las Vegas approved permits being issued or (ii) January 4, 2021, whichever is earlier. The Project shall be completed within 180 days from commencing construction. Developer may request in writing, one sixty (60) day extension of time which may be given for completion of the Project upon approval of the Agency, which approval shall be at the sole and absolute discretion of Agency. The Agency during construction of the Project shall maintain a right of access to the Project in order to determine the status of the construction of the Project and compliance with this Agreement, provided that the Agency gives the Developer a minimum of twenty-four (24) hours written, advance

notice prior to entering the office building. Developer acknowledges and agrees that Agency has agreed to enter into this Agreement in reliance upon Developer's strict agreement to commence and complete the Project by the required dates and any failure of Developer to commence and complete the Project by the required dates will be a material default of Developer under this Agreement giving Agency the right to immediately terminate this Agreement.

Developer hereby acknowledges and agrees that (i) Agency is not involved in any way with the design and construction of the Project, (ii) Agency does not warrant in any manner the suitability or construction of the Project, (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 Project and (iii) Developer 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 Project. Developer shall assume and be responsible for, and shall protect, indemnify, defend and hold harmless Agency, and its respective officers, members, consultants, agents and employees, from and against any and all claims, demands, liabilities, losses, expenses and/or costs (including reasonable attorneys' fees and court costs) incurred by Agency which may arise out of or in any manner be connected with the subject matter of this Agreement, including the construction of the Project and/or the QI, regardless of the presence or absence of negligence on the part of Developer or other third party.

SECTION 4: CONTRACTOR SELECTION REQUIREMENTS. If the Project exceeds $10,000, then the Developer in compliance with NRS 279.498 must obtain three (3) or more competitive bids from properly licensed contractors. If Developer is unable to obtain three (3) or more competitive bids, Developer shall provide the Agency, upon request, with documentation detailing when and which licensed contractor(s) were contacted.

SECTION 5: DISBURSEMENT OF AGENCY FUNDS. Subject to Developer fulfilling the conditions precedent to receiving reimbursement below, Agency agrees to reimburse Developer for the cost of the qualifying improvements ("QI") set forth on Attachment 3, not to exceed Ninety-Five Thousand Dollars ($95,000) toward the costs of the QI ("QI Reimbursement"). In order for Developer to qualify for the QI Reimbursement, the following conditions must be met ("Conditions"):

(i) The Project must be completed in conformance with Attachment "3";

(ii) All of the QI must be completed in conformance with Attachment "3" as established by CLV approved Civil Plans;

(iii) CLV Building and Safety has completed an inspection and review of the Project and determined that the Project has been fully completed pursuant to the plans and other documents submitted by Developer to CLV Building and Safety and approved by CLV City Engineer. Developer agrees to facilitate and cooperate with CLV Public Works and Building and Safety in conducting such review and inspection of the Project. Developer shall provide Agency with such other documentation as reasonably required by Agency in connection with such inspection and review.

(iv) The Project must be accepted and approved by the City Engineer as evidenced by CLV approved Civil Plans.

(vi) Developer has submitted to Agency proof in the form of materials and other information required by Agency that the cost of construction of the Project and the QI has been paid in full and that there are no outstanding mechanics liens or claims related to the Project and the QI. Such poof shall include, but not limited to, the following: invoices and/or receipts, dated, marked paid and cancelled checks and/or credit card statements showing payment.

Upon the fulfillment of the conditions set forth in this Section 5, Agency shall pay the QI Reimbursement to Developer within forty-five (45) days. Disbursement of the QI Reimbursement shall be made to as directed in writing by Developer upon completion of all of the following conditions for the benefit of Agency:

(c) Developer agrees that in the event all of the Conditions are not fulfilled within 180 days from commencement of construction, then Agency shall have the right to terminate this Agreement upon written notice to Developer. Upon such termination this Agreement shall be null and void and Agency shall thereafter have no obligation to make the QI Reimbursement to Developer

SECTION 6: COMPLIANCE WITH APPLICABLE LAWS, RULES AND/OR REGULATIONS. Developer 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: PROHIBITION AGAINST TRANSFER OF SITE, THE BUILDINGS OR STRUCTURES THEREON AND ASSIGNMENT OF AGREEMENT

The Developer shall not, except as expressly permitted by this Agreement, sell, transfer, convey, assign or lease the whole or any part of the Developer Property or the buildings or improvements thereon without the prior written approval of Agency. This prohibition shall not apply subsequent to the fulfillment of the conditions in Section 5 above. In the absence of specific written agreement by Agency, no such transfer, assignment or approval by Agency shall be deemed to relieve the Developer or any other party from any obligations under this Agreement until completion of development as evidenced by the issuance of a Certificate of Completion therefor.

SECTION 8: CERTIFICATE OF COMPLETION

The Developer shall request that a Certificate of Completion be issued by Agency after completion of the construction of the Project and QI. The Certificate of Completion for the Project shall be, and shall so state therein that it is, a conclusive determination of the satisfactory completion of the construction required by this Agreement of the Project and of full compliance with the terms hereof.

Agency shall not unreasonably withhold the Certificate of Completion. If Agency refuses or fails to furnish the Certificate of Completion for the Development after written request from the Developer, Agency shall, within ten (10) days of such written request, provide the Developer with a written statement of the reasons Agency refused or failed to furnish the Certificate of Completion. The statement shall also contain Agency's opinion of the action the Developer must take to obtain a Certificate of Completion. If Agency shall have failed to provide such written statement within said 10 day period, the Developer shall be deemed entitled to the Certificate of Completion.

The Certificate of Completion for the Development shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof.

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

SECTION 10: COMPLIANCE WITH THE REDEVELOPMENT PLAN AND EMPLOYMENT PLAN. The Agency finds that the Project 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. Require for their construction, installation or operation the use of qualified and trained labor; or
6. Demonstrate greater social or financial benefits to the community that would a similar set of 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.

Developer has declared that no other reasonable means of financing are available to undertake the Project 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 Developer would not undertake the Project contemplated in the Agreement through resources reasonably available to Developer pursuant to the Participant Affidavit and Employment Plan, attached hereto as Attachment "6" and by this reference made a part hereof.

Developer has also declared and provided the Agency with an Employment Plan, which is attached hereto as Attachment "6" and by this reference is made a part hereof. Developer, for Developer and its successors and assigns, represent that in the construction of Project, Developer 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. Developer 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 Developer in the event of any default or breach by the Agency or for any amount which may become due to the Developer 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, Developer warrant that they have disclosed, on the Disclosure of Principals form attached hereto as Attachment "5" and incorporated herein by reference, all persons and entities holding more than 1% (one percent) interest in Developer or any principal member of Developer. Until such time as the Agency Funds are disbursed, Developer shall notify Agency in writing of any material change in the above disclosure within fifteen (15) days of any such change.

SECTION 12: DEFAULTS AND REMEDIES; JURISDICTION.

(a) The following shall constitute a "Developer Event of Default":

(i) Developer transfer or assigns, or attempts to transfer or assign the rights, benefits or duties under this Agreement, or in the Site or any improvements thereon, in violation of the provisions of Section 7 or Section 2;

(ii) Developer fails to proceed with, abandons or substantially suspends the construction of the Project required by this Agreement;

(iii) any of the representations and warranties of Developer are untrue in any material respect;

(iv) Developer fails to perform any other material obligation imposed under the provisions of this Agreement; or

(v) the filing of a petition or the institution of proceedings of, by, or against Developer pursuant to the Bankruptcy Reform Act of 1978, as amended, or any successor statute or pursuant to any state bankruptcy, insolvency, moratoria, reorganization, or similar laws which is not dismissed within ninety (90) days; or Developer's making a general assignment for the benefit of its creditors or the entering by Developer into any compromise or arrangement with its creditors generally; or Developer's becoming insolvent in the sense that Developer is unable to pay its debts as they mature or in the sense that Developer's debts exceed the fair market value of Developer's assets.

In the event of Developer Event of Default, Agency shall have, in addition to all other rights and remedies available to Agency, the right to terminate, and this Agreement shall so terminate, on the date that the written notice of termination is received by the Developer or such other date as may be specified in the written notice. If the QI Reimbursement has not been disbursed to the Developer, Agency shall be relieved of the obligation to disburse the QI Reimbursement to Developer.

(b) Any legal actions related to this Agreement 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.

SECTION 13: ENFORCED DELAY. Any party hereunder shall not be deemed to be in default where delays or defaults are due to war; insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine, restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, including delays beyond the reasonable control of Agency, unusually severe weather, inability to secure necessary labor, materials or tools; delays of any contractor, subcontractor or supplier, acts of another party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of Agency shall not excuse performance by Agency) or any other causes beyond the control or without the fault of the party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause. If, however, notice by the party claiming such extension is sent to the other parties more than thirty (30) days after the commencement of the cause, the period shall commence to run only thirty (30) days prior to the giving of such notice.

SECTION 14: 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 15: 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 16: 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 17: GOVERNING LAW. The interpretation and enforcement of this Agreement shall be governed in all respects by the laws of the State of Nevada.

SECTION 18: 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 Developer 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
Attn: Bill Arent

With a copy to:
City Attorney Office
City Hall
495 South Main, 6th Floor
Las Vegas, Nevada 89101
Attention: John Ridilla

If to the Developer:
Meadows Owner LLC
9555 Hillwood Drive Ste 110
Las Vegas, NV 89134
Attn: Tim Deters

With a copy to:
Kaempfer Crowell
1980 Festival Plaza Drive, Ste 650
Las Vegas, NV 89135
Attn: Jennifer Lazovich

SECTION 19: 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 20: 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 "6" 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 Developer 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 Developer. Nothing in this Agreement shall confer upon any other third party of any type or sort

other than the Developer 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 21: 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 22: TIME FOR AGENCY TO ACCEPT AGREEMENT. This Agreement has been approved on _____, 2020 by the City of Las Vegas Redevelopment Agency. The effective date of this Agreement shall be the date when this Agreement has been signed by the Agency ("Effective Date").

Date of Agency Approval:

_____, 2020

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN

ATTEST:

_____
LUANN D, HOLMES, MMC
Secretary

APPROVED AS TO FORM

_____
Counsel to the Agency Date

MEADOWS OWNER, LLC
a Delaware Limited Liability Company

By: _____

Its: _____

LIST OF ATTACHMENTS

ATTACHMENT "1"	DESCRIPTION OF PROJECT
ATTACHMENT "2"	PROOF OF OWNERSHIP
ATTACHMENT "3"	SCOPE OF WORK AND TENTATIVE SCHEDULE OF IMPROVEMENTS
ATTACHMENT "4"	CERTIFICATE OF COMPLETION OF CONSTRUCTION
ATTACHMENT "5"	DISCLOSURE OF PRINCIPALS – PROPERTY DEVELOPER
ATTACHMENT "6"	PARTICIPANT AFFIDAVIT & EMPLOYMENT PLAN

ATTACHMENT "1"

DESCRIPTION OF PROJECT

Developer will construct a new sewer line to serve its multifamily project at 4490 Meadows Lane (APN 139-31-111-010). The existing onsite sewer line is insufficient to service the new development and public sewer is not adjacent to the project for connection.

The City has requested the developer construct an extension of the City sewer line with a line larger than the project needs (oversized) to assist with future development in the area.

This agreement contributes to the costs of the installation of the sewer connection, not attributable to the oversizing, from Bedford Road to the Project boundary.

Under a separate agreement, the City is reimbursing the Developer to construct an extension by installing the portion of the Sewer Project consisting of approximately one thousand four hundred fifty linear feet (1,450 LF) of 10-inch line from the City sewer line at Meadows Lane and Valley View Boulevard to Bedford Road, and for "oversizing" the remaining 1,130 LF from Bedford Road to the western edge of the project.

City approved civil plans for this project are the official depiction and technical description.

ATTACHMENT "2"

Proof of Ownership

See Attached

Inst #: 20191212-0003228
Fees: $40.00
RPTT: $43350.00 Ex #:
12/12/2019 03:18:45 PM
Receipt #: 3928573
Requestor:
FNTG NCS (LAS VEGAS)
Recorded By: CHSHD Pgs: 6
DEBBIE CONWAY
CLARK COUNTY RECORDER
Src: ERECORD
Ofc: ERECORD

APN: 139-31-111-010

RECORDING REQUESTED BY, AND MAIL RECORDED DOCUMENT AND TAX STATEMENTS TO:

MEADOWS OWNER, LLC
c/o Silverstein Properties, Inc.
7 World Trade Center
250 Greenwich Street, 38th Floor
New York, New York 10007
Attn: Nicholas Pazich
NCS 4245370E MS

EXECUTED COPY

GRANT, BARGAIN, AND SALE DEED

For valuable consideration, the receipt of which is hereby acknowledged **MEADOWS LANE OWNER, LLC**, a Delaware limited liability company ("**Grantor**"), does hereby grant, bargain, and sell to **MEADOWS OWNER, LLC**, a Delaware limited liability company, all of Grantor's right, title, and interest in and to the real property described on Exhibit "A" attached hereto and by this reference made a part hereof, together with the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

SUBJECT TO:

1. All general and special taxes for the current fiscal year.
2. All covenants, conditions, restrictions, agreements, waivers, limitations, declarations, reservations, rights, rights of way and easements of record.

TOGETHER WITH: all tenements, hereditaments and appurtenances, if any, including easements and water rights, if any, thereto belonging or appertaining, and any reversions, remainders, rents, issues or profits thereof.

BUT EXCEPTING THEREFROM: all mineral rights reserved to the United States of America.

[SIGNATURE ON FOLLOWING PAGE]

Effective as of the 17th day of December, 2019.
Signed on December 9, 2019.

"GRANTOR"

MEADOWS LANE OWNER LLC,
a Delaware limited liability company

By: _____
Name: Michael Levy
Title: Executive Vice President

ASSESSOR'S COPY

STATE OF New York)
) ss.
County of New York)

On this, the 9th day of December, 2019, before me, the undersigned Notary Public, personally appeared Michael Levy, as Executive Vice President of MEADOWS LANE OWNER LLC, a Delaware limited liability company, and that he/she as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained.

_____
Notary Public

My Commission Expires:
3/14/23

NICHOLAS LAIRD PAZICH
Notary Public - State of New York
No. 02PA6237158
Qualified in New York County
My Commission Expires March 14, 2023

PARCEL 1:

That portion of the Northwest Quarter (NW ¼) of Section 31, Township 20 South, Range 61 East M.D.M. described as follows:

Parcel One (1) of that certain Parcel Map on file in File 124 of Parcel Maps, Page 59, in the Office of the County Recorder of Clark County, Nevada.

PARCEL 2:

Non-exclusive easements for vehicular and pedestrian ingress and egress contained in that certain instrument entitled "Covenants, Conditions and Restriction Agreement – Meadows Mall", dated December 24, 2018 and recorded December 26, 2018 as Instrument No. 20181226-0001767, of Official Records.

ASSESSOR'S COPY

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 139-31-111-010
   b.
   c.
   d.

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
   i. Other

FOR RECORDERS OPTIONAL USE ONLY
Book _____ Page _____
Date of Recording: _____
Notes:

3. a. Total Value/Sales Price of Property: $ 8,500,000.00
   b. Deed in Lieu of Foreclosure Only (value of property) $
   c. Transfer Tax Value $ 8,500,000.00
   d. Real Property Transfer Tax Due: $ 43,350.00

4. **If Exemption Claimed**
   a. Transfer Tax Exemption, per NRS 375.090, Section
   b. Explain Reason for Exemption:

5. Partial Interest: Percentage being transferred: %

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 See attached signature page Capacity Grantor

Signature See attached signature page Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: Meadows Lane Owner LLC	Print Name: Meadows Owner, LLC
Address: 250 Greenwich Street, 38th Floor	Address: 250 Greenwich Street, 38th Floor
City: New York	City: New York
State: New York Zip: 10007	State: New York Zip: 10007

COMPANY/PERSON REQUESTING RECORDING (Required if not Seller or Buyer)

Print Name: Fidelity National Title Group Escrow No.: 4245370E-420-MS6 I4245370F BB
Address: 8363 W Sunset Road, Suite 100
City, State, Zip: Las Vegas, NV 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

BUYER/GRANTEE:

MEADOWS OWNER, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

SELLER/GRANTOR:

MEADOWS LANE OWNER LLC,
a Delaware limited liability company

By: _____
Name: Michael Levy
Title: Executive Vice President

Assessor's Copy

BUYER/GRANTEE:

MEADOWS OWNER, LLC,
a Delaware limited liability company

By: _____
Name: Michael Lehrman
Title: Co-President

SELLER/GRANTOR:

MEADOWS LANE OWNER LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

ASSESSOR'S COPY

CAMERON WEIL
CW
REVIEWED
LEGAL DEPARTMENT

[Signature Page to Declaration of Value]

ATTACHMENT "3"

SCOPE OF WORK AND TENTATIVE SCHEDULE OF CONSTRUCTION AND QI

Developer will construct a sewer line extension from the existing sewer line at Valley View Blvd and Meadows Lane to the western edge of the project. This agreement contributes to the costs of the installation of the sewer connection from Bedford Road to the western edge of the property not attributed to the oversizing.

City approved civil plans for this project are the official depiction and technical description.

Budget Item	Total Project Cost	Portion attributable to this agreement	Portion attributable to City Public Works Agreement
Install Alternate A 10" PVC Sewer Line	$304,253.00	173,606.77	130,646.23
Install 8" PVC SS Lateral	2,031	1,158.89	872.11
Install 48" Sewer Manhole	56,679	32,341.04	24,337.96
Install Sewer cap and thrust block	701	399.99	301.01
Sawcut and replace existing AC Paving	229,912	131,187.79	98,724.21
Install 60" diameter Sewer manhole	27,921	15,931.72	11,989.28
Install 4" concrete cap	3,166	1,806.52	1,359.48
Striping and signage Restoration	10,114	5,771.05	4,342.95
Sub	**634,777**	**362,203.77**	**272,573.23**
Existing Sewer Connection	1,168	666.46	501.54
Traffic control/barrier	74,190	42,332.81	31,857.19
Dumpsters/haul off	58,886	33,600.35	25,285.65
Sub	**134,244**	**76,599.62**	**57,644.38**
Misc. Construction Expenses	29,275	16,704.31	12,570.69
Non-Eligible Expenses	$76,592	43,703.40	32,888.60
Total	**$874,888**	**$499,211.10**	**$375,676.90**
DIFFERENTIAL	**2,259**		
Total RDA Reimbursement		**$95,000**	

ATTACHMENT "4"

Certificate of Completion of Construction

CERTIFICATE OF COMPLETION OF CONSTRUCTION

WHEREAS, pursuant to the Owner Participation Agreement ("Agreement") dated _____, 2020, the City of Las Vegas Redevelopment Agency, a public body, corporate and politic (the "Agency"), provided assistance to _____ (the "Developer") for construction of certain public sewer improvements described in the Agreement ("Project"); and

WHEREAS, as referenced in said Agreement, the Developer shall certify to the Agency that all construction of the Project has been completed as required in the Agreement; and

WHEREAS, as referenced in said Agreement, the Agency shall furnish the Developer with a Certificate of Completion upon completion of all construction of the Project; and

WHEREAS, such certificate shall be conclusive determination of satisfactory completion of the construction of the Project required by the Agreement.

Now, therefore:

1. The Developer hereby certifies to the Agency that all construction on the Project has been completed in compliance with the Agreement.

2. The Agency agrees and docs hereby certify that the construction of the Project 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.

EXECUTION BLOCKS ON NEXT PAGE

IN WITNESS WHEREOF, the Agency has executed this Certificate this day of , 202_.

CITY OF LAS VEGAS REDEVELOPMENT AGENCY

By: _____
CAROLYN G. GOODMAN, CHAIR

By: _____
"Developer"

ATTEST:

_____
LUANN D. HOLMES, MMC
Secretary

APPROVED AS TO FORM:

_____
Counsel to the Agency Date

ATTACHMENT "5"

DISCLOSURE OF PRINCIPALS

See Attached

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 Meadows Owner, LLC
Address 9555 Hillwood Drive, Ste 110
Las Vegas, NV 89134
Telephone 702 545-0355
EIN or DUNS 84-3718752

Block 2 Description
The contracting entity is a single purpose entity formed to own and develop the project. 90% of the project is owned by the Cantor Silverstein Opportunity Zone Trust, Inc., a Maryland corporation and unregistered pooled investment fund. Related persons with respect to this fund are disclosed on the attached Form D. The attached chart shows all entities and owners of 1% or more of the contracting entity.

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.	Tim Deters, Principal and Owner of TRU Meadows Enterprises LLC	9555 Hillwood Drive Ste 110 Las Vegas, NV 89134	702 545-0355
2.	Tom Lucid, Principal of Silverstein Meadows Member, LLC	7 World Trade Center, 38th Floor New York, NY 10048	212 313-4641
3.	Jason Kaufman, Principal of Fund	110 East 59th Street New York, NY 10022	212 551-7347
4.	Chris A. Milner, Principal of Fund	110 East 59th Street New York, NY 10022	212 915-1895
5.	Larry A. Silverstein, Principal of Silverstein Meadows Member, LLC	7 World Trade Center, 38th Floor New York, NY 10048	212-490-0666
6.	David Chan, Owner of Corgi Capital OZ Fund I LLC	210 Lafayette Street, PH-2B New York, NY 10012	917 273-1632
7.	Cantor Silverstein Opportunity Zone Trust, Inc., a Maryland corporation (the "Fund")	110 East 59th Street New York, NY 10022	212 938-5000

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: 1.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE

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

Name of Attached Document:
SEC Form D for Cantor Silverstein Opportunity Zone Trust, Inc.

Date of Attached Document: 6/26/19 Number of Pages: 6

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

Name _____

Date _____

Subscribed and sworn to before me this _____day of

_____, 2015

_____

Notary Public

The Securities and Exchange Commission has not necessarily reviewed the information in this filing and has not determined if it is accurate and complete.
The reader should not assume that the information is accurate and complete.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM D

Notice of Exempt Offering of Securities

OMB APPROVAL	
OMB Number:	3235-0076
Estimated average burden hours per response:	4.00

1. Issuer's Identity

CIK (Filer ID Number)
0001780843

Previous Names [X] None

Name of Issuer
Cantor Silverstein Opportunity Zone Trust, Inc.

Jurisdiction of Incorporation/Organization
MARYLAND

Year of Incorporation/Organization
[ ] Over Five Years Ago
[X] Within Last Five Years (Specify Year) 2019
[ ] Yet to Be Formed

Entity Type
[X] Corporation
[ ] Limited Partnership
[ ] Limited Liability Company
[ ] General Partnership
[ ] Business Trust
[ ] Other (Specify)

2. Principal Place of Business and Contact Information

Name of Issuer
Cantor Silverstein Opportunity Zone Trust, Inc.

Street Address 1
110 EAST 59TH STREET

Street Address 2

City	State/Province/Country	ZIP/PostalCode	Phone Number of Issuer
NEW YORK	NEW YORK	10022	212 938 5000

3. Related Persons

Last Name	First Name	Middle Name
Cantor Silverstein QOF Manager, LLC	N/A	N/A

Street Address 1
110 East 59th Street

Street Address 2

City	State/Province/Country	ZIP/PostalCode
New York	NEW YORK	10022

Relationship: [X] Executive Officer [ ] Director [ ] Promoter

Clarification of Response (if Necessary):

External Manager

Last Name First Name Middle Name

Last Name	First Name	Middle Name
Lutnick	Howard	W.

Street Address 1: 110 East 59th Street
Street Address 2:
City: New York
State/Province/Country: NEW YORK
ZIP/PostalCode: 10022

Relationship: [ ] Executive Officer [X] Director [ ] Promoter

Clarification of Response (if Necessary):

Co-Chairman of the Board of Directors

Last Name	First Name	Middle Name
Silverstein	Larry	A.

Street Address 1: 7 World Trade Center
Street Address 2: 250 Greenwich Street
City: New York
State/Province/Country: NEW YORK
ZIP/PostalCode: 10007

Relationship: [ ] Executive Officer [X] Director [ ] Promoter

Clarification of Response (if Necessary):

Co-Chairman of the Board of Directors

Last Name	First Name	Middle Name
Lehrman	Michael	A.

Street Address 1: 110 East 59th Street
Street Address 2:
City: New York
State/Province/Country: NEW YORK
ZIP/PostalCode: 10022

Relationship: [X] Executive Officer [X] Director [ ] Promoter

Clarification of Response (if Necessary):

Co-Chief Executive Officer, Co-President and Director

Last Name	First Name	Middle Name
Burger	Martin	S.

Street Address 1: 7 World Trade Center
Street Address 2: 250 Greenwich Street
City: New York
State/Province/Country: NEW YORK
ZIP/PostalCode: 10007

Relationship: [X] Executive Officer [X] Director [ ] Promoter

Clarification of Response (if Necessary):

Co-Chief Executive Officer, Co-President and Director

Last Name	First Name	Middle Name
Bisgay	Steve	

Street Address 1: 110 East 59th Street
Street Address 2:
City: New York
State/Province/Country: NEW YORK
ZIP/PostalCode: 10022

Relationship: [X] Executive Officer [ ] Director [ ] Promoter

Clarification of Response (if Necessary):

Co-Chief Financial Officer and Co-Treasurer

Last Name	First Name	Middle Name
Levy	Michael	L.
Street Address 1	**Street Address 2**	
7 World Trade Center	250 Greenwich Street	
City	**State/Province/Country**	**ZIP/PostalCode**
New York	NEW YORK	10007

Relationship: [X] Executive Officer [ ] Director [ ] Promoter

Clarification of Response (if Necessary):

Co-Chief Financial Officer and Co-Treasurer

4. Industry Group

- [ ] Agriculture
- Banking & Financial Services
  - [ ] Commercial Banking
  - [ ] Insurance
  - [ ] Investing
  - [ ] Investment Banking
  - [X] Pooled Investment Fund
    - [ ] Hedge Fund
    - [ ] Private Equity Fund
    - [ ] Venture Capital Fund
    - [X] Other Investment Fund

    Is the issuer registered as an investment company under the Investment Company Act of 1940?

    [ ] Yes [X] No
  - [ ] Other Banking & Financial Services
- [ ] Business Services
- Energy
  - [ ] Coal Mining
  - [ ] Electric Utilities
  - [ ] Energy Conservation
  - [ ] Environmental Services
  - [ ] Oil & Gas
  - [ ] Other Energy
- Health Care
  - [ ] Biotechnology
  - [ ] Health Insurance
  - [ ] Hospitals & Physicians
  - [ ] Pharmaceuticals
  - [ ] Other Health Care
- [ ] Manufacturing
- Real Estate
  - [ ] Commercial
  - [ ] Construction
  - [ ] REITS & Finance
  - [ ] Residential
  - [ ] Other Real Estate
- [ ] Retailing
- [ ] Restaurants
- Technology
  - [ ] Computers
  - [ ] Telecommunications
  - [ ] Other Technology
- Travel
  - [ ] Airlines & Airports
  - [ ] Lodging & Conventions
  - [ ] Tourism & Travel Services
  - [ ] Other Travel
- [ ] Other

5. Issuer Size

Revenue Range	OR	Aggregate Net Asset Value Range
[ ] No Revenues		[ ] No Aggregate Net Asset Value
[ ] $1 - $1,000,000		[ ] $1 - $5,000,000
[ ] $1,000,001 - $5,000,000		[ ] $5,000,001 - $25,000,000
[ ] $5,000,001 - $25,000,000		[ ] $25,000,001 - $50,000,000
[ ] $25,000,001 - $100,000,000		[ ] $50,000,001 - $100,000,000
[ ] Over $100,000,000		[ ] Over $100,000,000
[ ] Decline to Disclose		[X] Decline to Disclose
[ ] Not Applicable		[ ] Not Applicable

6. Federal Exemption(s) and Exclusion(s) Claimed (select all that apply)

- [ ] Rule 504(b)(1) (not (i), (ii) or (iii))
- [ ] Rule 504 (b)(1)(i)
- [ ] Rule 504 (b)(1)(ii)
- [ ] Rule 504 (b)(1)(iii)
- [X] Rule 506(b)
- [ ] Rule 506(c)
- [ ] Securities Act Section 4(a)(5)

- [X] Investment Company Act Section 3(c)
- [ ] Section 3(c)(1)
- [ ] Section 3(c)(2)
- [ ] Section 3(c)(3)
- [ ] Section 3(c)(4)
- [X] Section 3(c)(5)
- [ ] Section 3(c)(6)
- [ ] Section 3(c)(7)
- [ ] Section 3(c)(9)
- [ ] Section 3(c)(10)
- [ ] Section 3(c)(11)
- [ ] Section 3(c)(12)
- [ ] Section 3(c)(13)
- [ ] Section 3(c)(14)

7. Type of Filing

[X] New Notice Date of First Sale 2019-06-12 [ ] First Sale Yet to Occur

[ ] Amendment

8. Duration of Offering

Does the Issuer intend this offering to last more than one year? [X] Yes [ ] No

9. Type(s) of Securities Offered (select all that apply)

- [X] Equity
- [ ] Debt
- [ ] Option, Warrant or Other Right to Acquire Another Security
- [ ] Security to be Acquired Upon Exercise of Option, Warrant or Other Right to Acquire Security
- [X] Pooled Investment Fund Interests
- [ ] Tenant-in-Common Securities
- [ ] Mineral Property Securities
- [ ] Other (describe)

10. Business Combination Transaction

Is this offering being made in connection with a business combination transaction, such as a merger, acquisition or exchange offer? [ ] Yes [X] No

Clarification of Response (if Necessary):

11. Minimum Investment

Minimum investment accepted from any outside investor $0 USD

12. Sales Compensation

Recipient

Cantor Fitzgerald & Co.

Recipient CRD Number [ ] None

134

(Associated) Broker or Dealer [X] None

None

(Associated) Broker or Dealer CRD Number [X] None

None

Street Address 1

110 East 59th Street, 4th Floor

Street Address 2

City

New York

State/Province/Country

NEW YORK

ZIP/Postal Code

10022

State(s) of Solicitation (select all that apply)
Check "All States" or check individual States

[X] All States

[ ] Foreign/non-US

13. Offering and Sales Amounts

Total Offering Amount	$500,000,000 USD	or [ ]	Indefinite
Total Amount Sold	$792,000 USD		
Total Remaining to be Sold	$499,208,000 USD	or [ ]	Indefinite

Clarification of Response (if Necessary):

14. Investors

[ ] Select if securities in the offering have been or may be sold to persons who do not qualify as accredited investors, and enter the number of such non-accredited investors who already have invested in the offering.

Regardless of whether securities in the offering have been or may be sold to persons who do not qualify as accredited investors, enter the total number of investors who already have invested in the offering: 3

15. Sales Commissions & Finder's Fees Expenses

Provide separately the amounts of sales commissions and finders fees expenses, if any. If the amount of an expenditure is not known, provide an estimate and check the box next to the amount.

Sales Commissions	$37,500,000 USD	[X] Estimate
Finders' Fees	$0 USD	[ ] Estimate

Clarification of Response (if Necessary):

Sales commissions include sales commissions, dealer manager fees and non-accountable marketing and diligence allowance and assumes the sale of the full offering amount of $500 million.

16. Use of Proceeds

Provide the amount of the gross proceeds of the offering that has been or is proposed to be used for payments to any of the persons required to be named as executive officers, directors or promoters in response to Item 3 above. If the amount is unknown, provide an estimate and check the box next to the amount.

$5,000,000 USD [X] Estimate

Clarification of Response (if Necessary):

Issuer will reimburse its external manager and its affiliates (including Cantor Fitzgerald & Co.) for all organizational and offering costs up to $5 million.

Signature and Submission

Please verify the information you have entered and review the Terms of Submission below before signing and clicking SUBMIT below to file this notice.

Terms of Submission

In submitting this notice, each issuer named above is:

- Notifying the SEC and/or each State in which this notice is filed of the offering of securities described and undertaking to furnish them, upon written request, in the accordance with applicable law, the information furnished to offerees.*
- Irrevocably appointing each of the Secretary of the SEC and, the Securities Administrator or other legally designated officer of the State in which the issuer maintains its principal place of business and any State in which this notice is filed, as its agents for service of process, and agreeing that these persons may accept service on its behalf, of any notice, process or pleading, and further agreeing that such service may be made by registered or certified mail, in any Federal or state action, administrative proceeding, or arbitration brought against the issuer in any place subject to the jurisdiction of the United States, if the action, proceeding or arbitration (a) arises out of any activity in connection with the offering of securities that is the subject of this notice, and (b) is founded, directly or indirectly, upon the provisions of: (i) the Securities Act of 1933, the Securities Exchange Act of 1934, the Trust Indenture Act of 1939, the Investment Company Act of 1940, or the Investment Advisers Act of 1940, or any rule or regulation under any of these statutes, or (ii) the laws of the State in which the issuer maintains its principal place of business or any State in which this notice is filed.
- Certifying that, if the issuer is claiming a Regulation D exemption for the offering, the issuer is not disqualified from relying on Rule 504 or Rule 506 for one of the reasons stated in Rule 504(b)(3) or Rule 506(d).

Each Issuer identified above has read this notice, knows the contents to be true, and has duly caused this notice to be signed on its behalf by the undersigned duly authorized person.

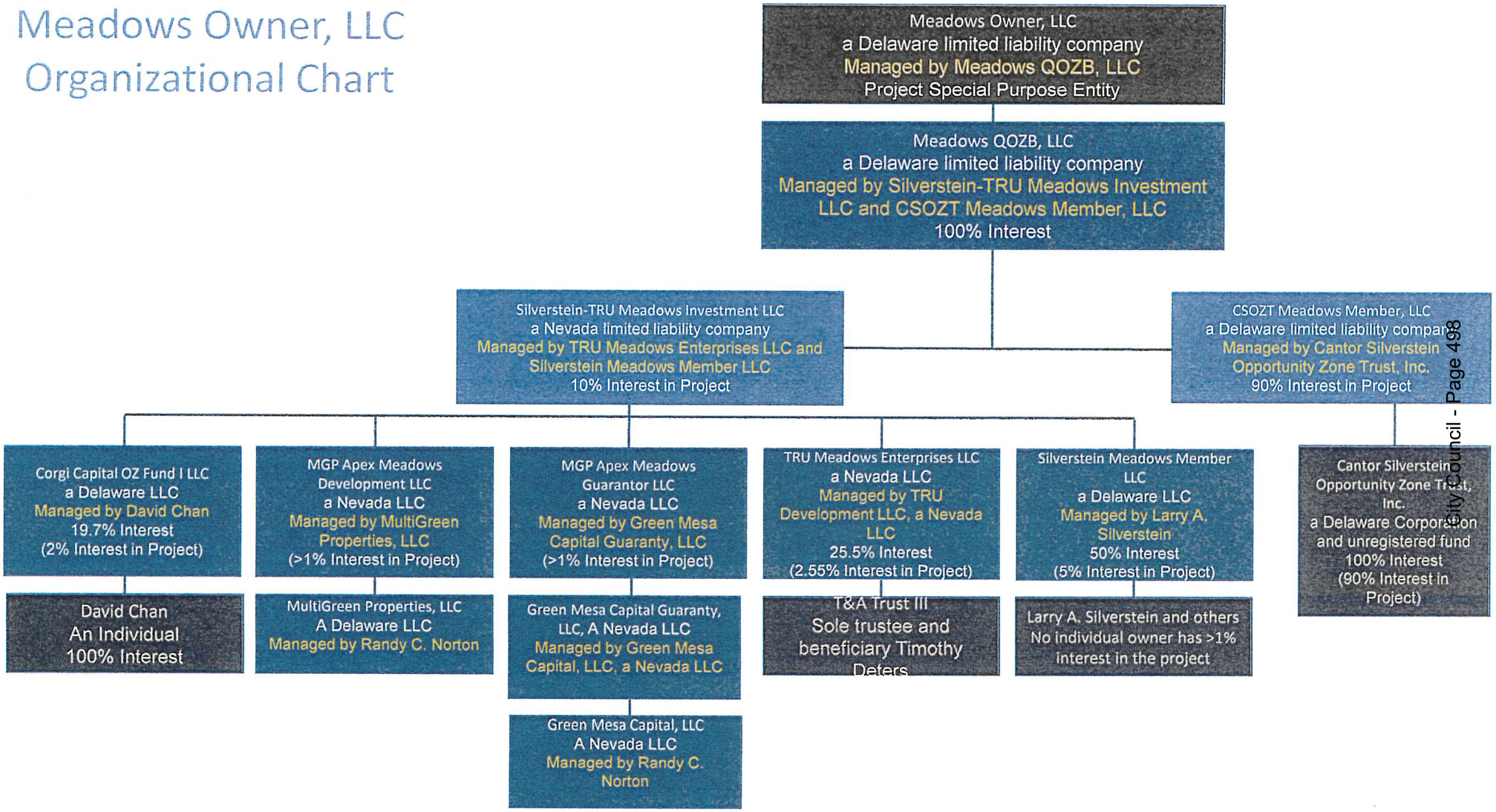
For signature, type in the signer's name or other letters or characters adopted or authorized as the signer's signature.

Issuer	Signature	Name of Signer	Title	Date
Cantor Silverstein Opportunity Zone Trust, Inc.	/s/ Michael A. Lehrman	Michael A. Lehrman	Co-Chief Executive Officer, Co-President and Director	2019-06-26

Persons who respond to the collection of information contained in this form are not required to respond unless the form displays a currently valid OMB number.

* This undertaking does not affect any limits Section 102(a) of the National Securities Markets Improvement Act of 1996 ("NSMIA") [Pub. L. No. 104-290, 110 Stat. 3416 (Oct. 11, 1996)] imposes on the ability of States to require information. As a result, if the securities that are the subject of this Form D are "covered securities" for purposes of NSMIA, whether in all instances or due to the nature of the offering that is the subject of this Form D, States cannot routinely require offering materials under this undertaking or otherwise and can require offering materials only to the extent NSMIA permits them to do so under NSMIA's preservation of their anti-fraud authority.

Meadows Owner, LLC Organizational Chart



ATTACHMENT "6"

Participant Affidavit and Employment Plan



Las Vegas Redevelopment Agency

Employment Plan Policy

Revised

June 18, 2014

TERMS

"***Community Development Block Grant (CDBG) Eligible Areas***" means an area which is eligible for a community development block grant pursuant to 24 C.F.R. Part 570.

"Developer" means a person or entity that proposes to construct a redevelopment project, which will receive financial assistance from the Agency.

"***Disabled***" means a physical impairment, with respect to an individual, that substantially limits one or more of the major activities of such individual: A record of such impairment; or Being regarded as having such impairment.

"***Disposition and Development Agreement (DDA)***" means an agreement that sets forth requirements for the sale, lease, exchange acquisition, or disposal of real property owned by the Agency, where a specific type of project is developed.

"***Economically Disadvantaged***" means any individual who meets the present poverty guidelines established by the Federal government as a poverty measure. The guidelines are issued each year in the Federal Register by the Department of Health and Human Services (HHS).

"***Las Vegas Redevelopment Agency Resident***" means an individual whose primary place of residence is within the Las Vegas Redevelopment Area boundaries.

"Las Vegas Redevelopment Area" means the 1986 Redevelopment Plan, as amended, and the 2012 Redevelopment Plan identifies two areas within the corporate boundaries of the City of Las Vegas as in need of redevelopment in order to eliminate the environmental deficiencies and blight existing therein.

"***Members of Racial Minorities***" means or describes an individual that is: Black or African-American, Hispanic-American, Native-American, Asian-Pacific American, Subcontinent Asian-American, Native-Hawaiian or other Pacific Islander.

"***Owner Participation Agreement (OPA)***" means any agreements where the Agency is participating with a landowner for the development of a site by providing some form of financial concession.

"***Purchase and Sale Agreement (PSA)***" means any agreements where the Agency is involved in the acquisition or sale of real property.

"***Private Developer***" means any person or entity that is proposing to construct a project and will receive financial assistance from the Agency and includes developers of either speculative or build-to-suit projects.

"Southern Nevada Enterprise Community (SNEC)" means the area designated as the Southern Nevada Enterprise Community in section 5 of chapter 407, Statutes of Nevada 2007.

"***Veteran***" means any honorably discharged soldier, sailor, marine, nurse, or army field clerk, as well as reserve components of these services, who have served in military service of the United States.

Policy

This Employment Plan Policy is prepared in accordance with the Las Vegas Redevelopment Agency Employment Plan Resolution No. RA-4-2011 dated April 6, 2011, and as amended by Resolution No.RA-8-2014 and RD2-2-2014 - Dated June 18, 2014 and prepared in accordance with Nevada Revised Statutes Chapter 279, specifically but not limited to NRS 279.482 (2) and NRS 279.6092 to 279.6099, inclusive. This Employment Plan Policy (hereinafter referred to as the "Policy"), supersedes the amended Las Vegas Redevelopment Agency Employment Plan Policy dated June 18, 2014. In accordance with the Policy, private developers and build-to-suit owners which receive redevelopment project funds are required to hire residents who live within the designated Las Vegas Redevelopment Areas, areas in the city for which the Las Vegas City Council has adopted a plan for neighborhood revitalization or which is eligible for a community development block grant (CDBG), or the Southern Nevada Enterprise Community (SNEC) (hereinafter referred to as the "Area"), and are encouraged to hire economically disadvantaged contractors/residents, members of racial minorities, women, disabled or veterans.

OBJECTIVE

The immediate purpose of this Policy is to provide developers, contractors and build-to-suit owners/lessees with the guidance necessary to prepare and implement an employment plan when participating in a private redevelopment project funded by the Las Vegas Redevelopment Agency (hereinafter referred to as the "Agency"). The ultimate result of this Policy is to ensure that the persons identified in the statute have the opportunity to benefit from redevelopment projects as fully as the community at large.

The requirements of the Policy shall be included in the Owner Participation Agreement ("OPA"), the Disposition and Development Agreement ("DDA") and/or Purchase and Sale Agreement ("PSA"), (hereinafter collectively referred to as "Agreements"), between the developer and the Agency.

APPLICABILITY

1) Except as otherwise provided in NRS 279.6094, as appropriate for the particular project, each proposal for a redevelopment project must include an employment plan.

2) The provisions of NRS 279.6092 to 279.6099, inclusive, apply only to a redevelopment project undertaken in a redevelopment area of a city whose population is 500,000 or more.

3) A public agency that uses redevelopment funds for the design or construction of a redevelopment project being built as a public work pursuant to chapter 338 of NRS shall submit an employment plan pursuant to NRS 279.482.

DEVELOPER/CONTRACTOR AWARD PHASE – REQUIREMENTS

1) EMPLOYMENT PLAN

   a. The minority participation goal is designed for all segments of the local business community to have a reasonable and significant opportunity to participate in Agency contracts with respect to redevelopment projects.

      i) At least 15 % of all of contractors, subcontractors, vendors and suppliers of the developer are bona fide residents of the area.

      ii) 15% participation of Minority Business Enterprise or Woman's Business Enterprise or Disadvantaged Business Enterprise or Veteran Business Enterprise (hereinafter referred to as the "M/W/D/VBE's") will be an ***aspirational goal.*** This goal represents the total value of sub-contracts and material agreements awarded to M/W/D/VBE's. Participation shall be inclusive of subcontractors, vendors and suppliers.

      iii) Reporting and demonstration of best efforts is required.

   b. M/W/D/VBE's may participate as a prime contractor, sub-contractor, as a joint venture partner with a prime or sub-contractor, or as a vendor of materials and/or supplies. Only those sub-contractor(s) and suppliers contracting directly with or to be paid by the prime contractor may be credited towards the participation goals.

2) REPORTING REQUIREMENTS

   a. A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter for the length of the project.

   b. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time, to ensure uniform and accurate reporting.

All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.

c. If the minority participation goals are not met, information documenting specific actions taken to achieve the goals must be submitted prior to the contract award to receive credit towards compliance.

CONSTRUCTION PHASE REQUIREMENTS

1) EMPLOYMENT PLAN

a. For a redevelopment project undertaken in the Las Vegas Redevelopment Area of the city of Las Vegas (whose population is 500,000 or more), the Employment Plan shall include a description of the manner in which:

i) At least 15 % of all of contractors, subcontractors, vendors and suppliers of the developer are bona fide residents of the area.

ii) The developer/contractor will use best efforts for construction jobs and hire at least 15% of employees who are veterans and other persons of both sexes and diverse ethnicities living within the Area; and

iii) Include an agreement by the developer/contractor to offer and conduct training for the residents described in subsection (i) above or make a good faith effort to provide such training through a program of training that is offered by a governmental agency and reasonably available to the developer or employer.

2) REPORTING REQUIREMENTS

a. A developer/contractor that receives incentives from the Agency for a redevelopment project shall, upon completion of the project and upon request of the Agency, report, in a form prescribed by the Agency, information relating to:

i) Outreach efforts that the developer/contractor has utilized including, without limitation, information relating to job fairs, advertisements in publications that reach residents of the areas described in NRS 279.6096 and utilization of employment referral agencies; and

ii) Training conducted for persons hired by the developer and contractors, subcontractors, vendors and suppliers of the developer and the employers

within the redevelopment project; and

iii) The execution of the construction of the redevelopment project, including, without limitation, plans and scope of services.

b. If a developer receives incentives from the Agency for a redevelopment project with a value of $100,000 or less, the developer shall use its best efforts to satisfy the reporting requirements described in section (1) above. If a developer receives incentives from the Agency for a redevelopment project with a value of $100,000 or more, the developer must satisfy the reporting requirements described above.

c. A report to the Agency is due within thirty (30) calendar days after the end of each calendar quarter for the length of the project.

d. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting. All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.

e. If the developer fails to comply with the requirements of this section:

i) The Agency may refuse to pay all or any portion of an incentive; and

ii) The Agency may require the developer to repay any incentive already paid to the developer in accordance with NRS 279.6098.

LONG-TERM BUSINESS PHASE REQUIREMENTS

1) EMPLOYMENT PLAN

a. The Employment Plan shall include a description of the existing opportunities for employment within the area, including, but not limited to;

i) A projection of the effect that the redevelopment project will have on opportunities for employment in the area;

ii) A description of the individuals employed on the project within the Area who also:

(1) are Economically Disadvantaged;

(2) have a Physical Disability ("Disabled");

(3) are members of Racial Minorities;

(4) are Veterans; or

(5) are Women.

b. At least 15% of all jobs created by employers who relocate to the Redevelopment Area are filled by bona-fide residents of the Area.

2) REPORTING REQUIREMENTS

a. A report to the City is due within thirty (30) calendar days after the end of each calendar quarter. The Employment Plan shall be monitored and tracked for twelve (12) months post construction of the redevelopment project.

b. In an effort to provide accountability, accuracy and consistency, a standard Agency reporting template has been developed. The templates may be modified by the Agency at any time to ensure uniform and accurate reporting. All exhibit checklists shall be complete with copies of correspondence and advertisements attached to the report.

c. If the developer fails to comply with the requirements of this section:

i) The Agency may refuse to pay all or any portion of an incentive; and

ii) The Agency may require the developer to repay any incentive already paid to the developer in accordance with NRS 279.6098

PARTIAL WITHHOLDING OF INCENTIVE

1) If the Agency proposes to provide an incentive to a developer for a redevelopment project, an amount equal to 10% of the amount of the proposed incentive must be withheld by the Agency and must not be paid to the developer until the applicable reporting requirements are satisfied above.

2) If the Agency provides incentives in a form other than cash to a developer for a redevelopment project, the developer shall deposit an amount of money with the A gency equal to 10% of the value of such incentive as agreed upon between the Agency and the developer. If the developer satisfies the reporting requirements, the Agency shall return the deposit required by this subsection to the developer in accordance with NRS 279.6096.

3) Prior to the start of construction, failure to adhere to all of the required program elements, as further described below, will constitute grounds for withdrawal of the entire incentive.

APPEALS

1) A developer may appeal the refusal of the Agency to pay the amount provided for in NRS 279.6096 to the City of Las Vegas as the legislative body of the community(Agency).
2) In an appeal, the developer has the burden of demonstrating that:
    a. Specific actions were taken to substantially fulfill the requirements of NRS 279.6096;
    b. An insufficient number of significant opportunities for appropriate contractors, subcontractors, vendors or suppliers to perform a commercially useful function in the project existed; and
    c. Use of appropriate contractors, subcontractors, vendors or suppliers as required by NRS 279.6096 would have significantly and adversely affected the overall cost of the project.
3) If the Las Vegas City Council on behalf of the City of Las Vegas finds that the developer's appeal has satisfied the requirements of subsection 2 above, the Agency shall pay the developer the amount provided for in NRS 279.6096.

Procedure for submission and hearing of appeals:

1) Contact the Agency for an appointment to present analysis and to discuss obstacles for meeting the participation requirements or minority participation goals. A staff recommendation will be made and forwarded to the Executive Director of the Agency.
2) The Executive Director will review the analysis and staff recommendation and make a decision on whether a project-specific employment plan modification is warranted. If the decision is in favor of no modification, the developer may appeal to the Las Vegas City Council on behalf of the City of Las Vegas as the legislative body of the of the Agency.
3) Final decisions regarding the developer's ability to meet the Employment Plan Policy requirements in the applicable agreement shall rest with the Las Vegas City Council.

Public Purpose/Impact Analysis
NRS 279.486

City Council/Redevelopment Agency Meeting
December 16, 2020

Title of Project: Owner Participation Agreement

Project Description: New Sewer Line and 334 unit Multifamily Complex

Sponsor/Developer: Meadows Owner LLC

Address of Project: 4490 Meadows Lane

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 and Exhibit A for copy of agreement: Owner Participation 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 conveyedor 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:

Meadows Owner LLC will expend $874,888 to construct the public sewer line and approximately $52,000,000 in the purchase and development of 334 units of market rate apartments. The Project will improve the surrounding neighborhood by installing a new 10 inch public sewer line where an 8 inch is required in an area without public sewer access. The RDA will provide up to $95,000 to assist with the sewer line development. There will be 470 construction jobs between the sewer line installation and the multifamily development.

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

Meadows Owner LLC will provide approximately $52,875,000 in construction, owner equity and permanent financing.

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

The RDA is providing up to $95,000 of redevelopment funds.

How many Direct Jobs will be Created? 475 Full-Timed Equivalents

How many Indirect Jobs will be Created? 198 Indirect and Induced jobs

How many Direct Jobs will be Retained? N/A

Quantitative Economic Benefits:

The project will contribute $52,875,000 of materials and labor and approximately $26,532,225 of annual payroll during construction

Total Direct Economic Impact:

The project will contribute approximately $1,213,670 in state and local taxes.

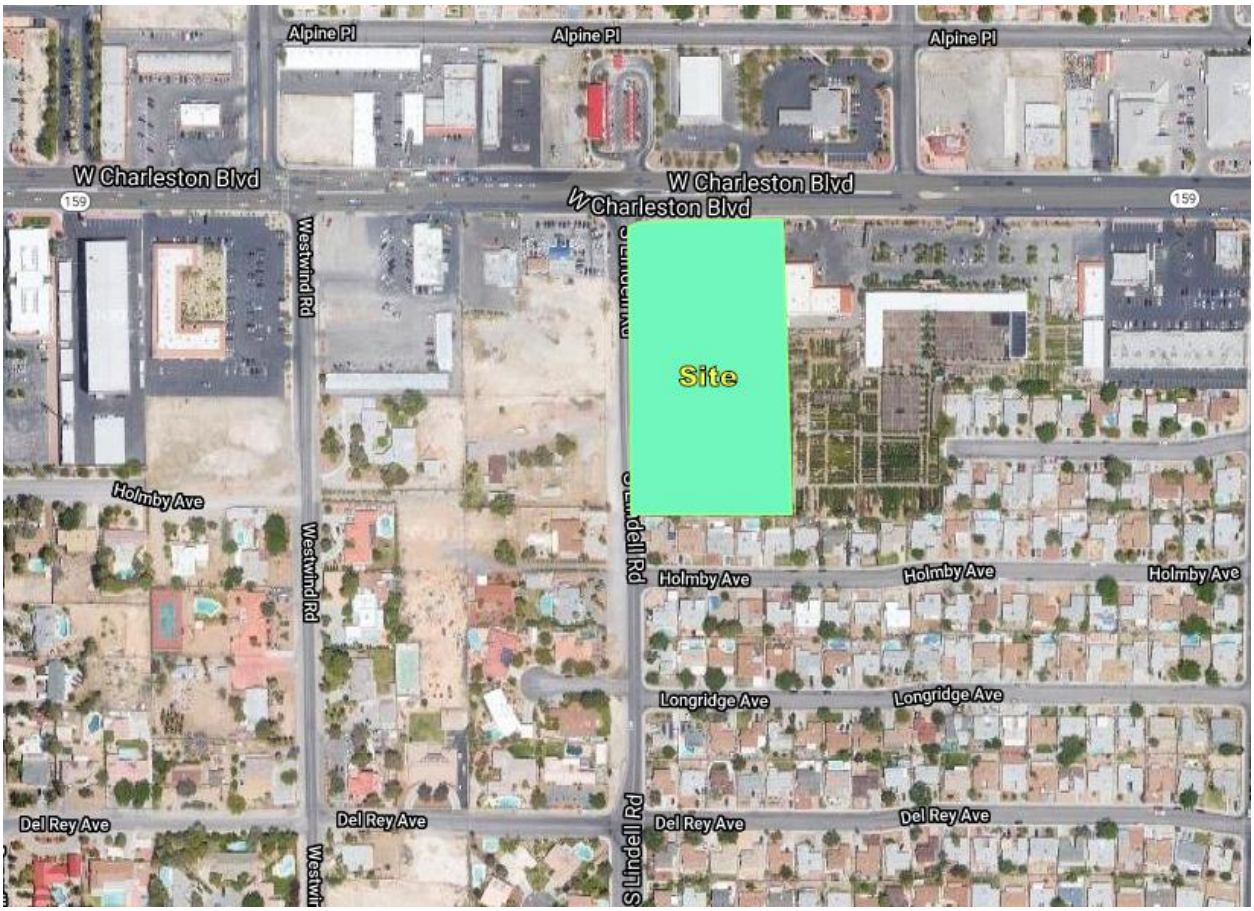
Total Indirect Economic Impact:

The project will contribute approximately $1,355,215 in state and local taxes.

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

SITE MAP

4490 Meadows Lane



AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
60

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

SUBJECT:
RESOLUTIONS:

R-55-2020 - For possible action to approve a Resolution extending the duration of temporary programs allowing certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery, curbside pick-up, or take-out of alcoholic beverages in connection with the delivery, pick-up, or take-out of food by a person who has placed an order therefor - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
A previous ordinance and resolution authorized temporary measures and programs allowing certain types of businesses with an alcoholic beverage license and a restaurant license to offer and provide the delivery, curbside pick-up, or take-out of alcoholic beverages in connection with the delivery, pick-up, or take-out of food by a person who has placed an order therefor. Those measures and programs expire by limitation at the end of this year. This Resolution will extend them until the earliest of July 1, 2021, the cessation of the City's Declaration of Emergency, or the adoption of an ordinance codifying the measures or programs.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Resolution No. R-55-2020

R-55-2020

RESOLUTION BY THE CITY COUNCIL EXTENDING THE DURATION OF TEMPORARY PROGRAMS ALLOWING CERTAIN TYPES OF BUSINESSES WITH AN ALCOHOLIC BEVERAGE LICENSE AND A RESTAURANT LICENSE TO OFFER AND PROVIDE THE DELIVERY, CURBSIDE PICK-UP, OR TAKE-OUT OF ALCOHOLIC BEVERAGES IN CONNECTION WITH THE DELIVERY, PICK-UP, OR TAKE-OUT OF FOOD BY A CUSTOMER WHO HAS PLACED AN ORDER THEREFOR

WHEREAS, previous and current conditions related to the COVID-19 virus have resulted in a number of negative impacts on businesses and individuals; and

WHEREAS, in an effort to provide affected businesses and individuals some relief from these negative impacts, the City Council previously approved Ordinance No. 6736 and authorized actions by the City Manager regarding various temporary programs and measures, including temporary programs allowing alcohol delivery and curbside or take-out alcohol in connection with meals; and

WHEREAS, the temporary programs and measures described below would otherwise terminate on January 1, 2021; and

WHEREAS, the City Council desires to extend the duration of the temporary programs and measures listed below to provide additional relief to affected businesses and individuals.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAS VEGAS to extend the duration of the temporary program and measures described below until July 1, 2021, the cessation of the City's Declaration of Emergency, or the adoption of an ordinance codifying the measure or programs—whichever occurs earliest.

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Delivery, Curbside Pick-Up, or Take-Out of Alcohol with Meals: A temporary administrative action that allows restaurants with an alcoholic beverage license to provide the delivery, curbside pick-up, or take-out of alcoholic beverages sealed by the manufacturer in connection with the delivery, curbside pick-up, or take-out of meal as defined in LVMC 6.50 after obtaining a Time-Limited Alcohol with Meals Delivery Permit or a Time-Limited Alcohol with Meals Curbside/Take-Out Permit.

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2020.

CITY OF LAS VEGAS

BY _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM

_____ 12/1/2020
Jeff Dorocak, Date
Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
61

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the ratification of Jeffrey Buchanan as Director of Fire and Rescue ($178,900 + Benefits - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $178,900 + Benefits
Funding Source: General Fund
Dept./Division: Fire & Rescue

PURPOSE/BACKGROUND:
Mr. Buchanan has been with the City of Las Vegas Fire and Rescue Department since February 2020. He is currently the Sr. Deputy Fire Chief, and has served as the Acting Fire Chief since August 2020. Mr. Buchanan has held various roles throughout the Las Vegas Valley to include - Interim City Manager/Fire Chief for the City of North Las Vegas, Deputy Fire Chief for the Clark County Fire Department. Mr. Buchanan holds a Bachelor of Science from Michigan State University, a Master of Business Administration from Touro University International, a Master of Public Administration from the University of Nevada, Las Vegas, and will complete his Doctorate in Public Policy from the University of Nevada, Las Vegas in May of 2021.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
62

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
ADMINISTRATIVE:

Discussion for possible action regarding the ratification of Louis Molina as Director of the Department of Public Safety ($178,900 + Benefits - General Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $178,900 + Benefits
Funding Source: General
Dept./Division: Department of Public Safety

PURPOSE/BACKGROUND:
Mr. Molina has over twenty years' experience in Law Enforcement and currently serves as the first Deputy Commissioner for the Westchester County Department of Corrections. Prior to his role as Deputy Commissioner, Mr. Molina served as a police officer with the New York Police Department reaching the rank of Detective Criminal Investigator. A decorated veteran of the United States Marine Corps, Mr. Molina completed courses in international politics at the University of Cambridge, United Kingdom, and earned two Master's degrees: one in Public Administration from Marist College School of Management, and the other in Human Rights from Columbia University Graduate School of Arts and Sciences, he also holds a Bachelor's degree from the University of Chaminade.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
63

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

SUBJECT:
Discussion for possible action regarding a complaint and to set a hearing date for disciplinary action against Soul of Afrika Corp. and Eudora Mordi-Ozigbu, President, whose place of business is located at 1750 South Rainbow Boulevard, #8, Las Vegas, Clark County, Nevada, 89146 as holders of Beer Wine Cooler On-Sale License No. P66-00345/L68-00029, Restaurant License No. G66-06515, Tobacco Sales/Lounge License No. P67-00167, and Tobacco Dealer License No. G67-04516 for violations of the Las Vegas Municipal Code - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Since receiving its restaurant license on October 4, 2018, Beer Wine On-Sale License on December 19, 2018, Tobacco Sales/Lounge License on August 8, 2019, and Tobacco Dealer License on August 20, 2020, Soul of Afrika and Eudora Mordi-Ozigbu (its owner and sole shareholder) have engaged in repeated unapproved nightclub activity, including but not limited to DJ parties advertised on social media, even though the business is licensed only as a restaurant. These activities have led to regular unlicensed activities at the business, one of which led to a shooting in the parking lot of the business. As a result of this activity, as well as the licensees' lack of cooperation and compliance, a public nuisance and safety issue has been created by the licensees, all in violation of the laws of the State of Nevada and the Las Vegas Municipal Code.

RECOMMENDATION:
That the City Council issue the Complaint for Disciplinary Action and set a date and time certain for hearing no later than 60 days from the date of approval of the complaint.

BACKUP DOCUMENTATION:
1. Complaint for Disciplinary Action

BEFORE THE CITY COUNCIL

OF THE CITY OF LAS VEGAS, NEVADA

* * *

IN THE MATTER OF:

DEPARTMENT OF PLANNING on behalf of the CITY OF LAS VEGAS, NEVADA,

Petitioner,

vs.

SOUL OF AFRIKA CORP.; and EUDORA MORDI-OZIGBU, President, 100% Shareholder,

Respondents.

COMPLAINT FOR DISCIPLINARY ACTION

The DEPARTMENT OF PLANNING, on behalf of the CITY OF LAS VEGAS, NEVADA ("Department"), Petitioner, brings this Complaint for Disciplinary Action against SOUL OF AFRIKA CORP. and EUDORA MORDI-OZIGBU, President, 100% Shareholder, whose place of business is located at 1750 South Rainbow Boulevard, #8, Las Vegas, NV 89146, Respondents, and states:

Respondents SOUL OF AFRIKA CORP. and EUDORA MORDI-OZIGBU, President, 100% Shareholder, hold Beer Wine Cooler On-Sale License No. P66-00345/L68-00029, Restaurant License No. G66-06515, Tobacco Sales/Lounge License No. P67-00167, and Tobacco Dealer License No. G67-04516.

SUMMARY OF ALLEGATIONS

1. This is a complaint under Las Vegas Municipal Code (LVMC) 6.88.020 following an investigation by the Business Licensing Division into potential violations of LVMC Title 6 by SOUL OF AFRIKA CORP. and EUDORA MORDI-OZIGBU.

2. SOUL OF AFRIKA CORP. is licensed to operate a restaurant and hookah lounge in the City of Las Vegas at 1750 South Rainbow Boulevard, #8, Las Vegas, NV 89146, under Beer Wine Cooler On-Sale License No. P66-00345/L68-00029, Restaurant License No. G66-06515, Tobacco Sales/Lounge License No. P67-00167, and Tobacco Dealer License No. G67-04516.

3. SOUL OF AFRIKA CORP. received a restaurant license on October 4, 2018, a beer wine on-sale license on December 19, 2018, a tobacco sales/lounge license on August 8, 2019, and a tobacco dealer license on August 20, 2020.

STATEMENT OF FACTS

4. On December 27, 2018, business license enforcement created a case for a field check on the temporary beer wine cooler on-sale license. This is a standard practice to educate new licensees on operating requirements associated to their specific type of licenses.

5. On August 26, 2019, a second case was created for a field check to on the temporary conditional hookah lounge license. Due to compliance concerns of the possibility of nightclub activity, the case remained open until December 2019. Enforcement actions under this case resulted in two correction notices being issued the licensee for unapproved entertainment, delinquent license fees, failure to post signage as approved per operational plans, failure to have in possession the required health card and alcohol awareness cards, and failure to post business licenses. *See* attached as Exhibit C – City of Las Vegas Department of Planning Entertainment Verification Form for Soul of Afrika, dated November 6, 2019, and Exhibit D – City of Las Vegas Department of Planning Correction Notices to Soul of Afrika.

6. On June 16, 2020, a shooting took place at the restaurant SOUL OF AFRIKA. LVMPD Special Investigations Section (SIS)'s Detective Edelman performed a site check at this business and spoke to one of the neighboring businesses. The business owner stated to the detective that they routinely see a DJ and nightclub activity at SOUL OF AFRIKA, which is licensed only as a restaurant. *See* attached as Exhibit A – Report from Las Vegas Metropolitan Police Department to City of Las Vegas Business Licensing.

. . . .

7. On August 21, 2020, LVMPD SIS received a call from patrol officers about a party scheduled for SOUL OF AFRIKA at 1750 South Rainbow Boulevard. The officer indicated this party was going to be attended by several gang members, specifically Piru Bloods. Performing an internet search, several social media posts were found for future events taking place at SOUL OF AFRIKA. *See* attached as Exhibit B – Social Media Posts.

8. SOUL OF AFRIKA CORP. should be subject to disciplinary action by City Council under LVMC 6.02.330(G) and (H). Based on findings by LVMPD and City license officers, SOUL OF AFRIKA CORP. continually operates in violation of its approved business licenses and is in violation of the City's business licensing code by operating as an unlicensed nightclub.

SUBSTANTIVE LAW

9. Under LVMC 6.02.330, a licensee may be subject to disciplinary action by City Council for good cause, which may include the following:

> (G) the premises on which the business is conducted do not satisfy local, state, or federal law or regulations which pertain to the activity which is actually engaged in; and
>
> (H) the business activity the business activity constitutes, promotes, causes, allows, fosters, aids, or otherwise enables a private nuisance, public nuisance or chronic nuisance, or has been or is being conducted in an unlawful, illegal or impermissible manner, including but not limited to causing, allowing, promoting, fostering, aiding, enabling, exercising deliberate ignorance towards or failing to abate a private nuisance, public nuisance or chronic nuisance.

10. SOUL OF AFRIKA CORP. should be subject to disciplinary action by the City Council under LVMC 6.06.250.

11. Based on the facts already substantiated and the seriousness of the City code violations, the Business Licensing Division requests disciplinary action by City Council against SOUL OF AFRIKA CORP. in the form of a fine for no less than three thousand dollars ($3,000), and conditions limiting the hours of operation to 11 p.m., prohibiting live entertainment, and the owner or key employee required to be on the premises during the hours of operation any time after 6 p.m.

12. In order to bring such action, the Business Licensing Division hereby files this complaint with the City Manager under LVMC 6.88.020. According to LVMC 6.88.030, the City Manager shall submit this complaint to the City Attorney, who shall draft a complaint for approval by the City Council if satisfied that probable grounds exist for disciplinary action.

STANDARD OF EVIDENCE

13. LVMC 6.88.090 provides:

> (A) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be admitted.
>
> (B) The respondent shall have the right to call and examine witnesses on his own behalf, cross examine opposing witnesses, introduce exhibits and evidence relevant to the issues of the case, and offer rebuttal evidence.
>
> (C) The respondent may be called and examined by the City.
>
> (D) The Clerk shall have the power to issue subpoenas for witnesses to appear to give testimony.

PENALTY

14. LVMC 6.02.360 provides:

> Upon a showing of good cause and in the discretion of the City Council, disciplinary action against a holder may take the form of cancellation, revocation, refusal to renew, suspension, imposition of conditions or restrictions or civil fine in an amount not to exceed one thousand dollars for each day that the violation which forms the subject matter of the complaint that recommends such disciplinary action is demonstrated to have been in existence, or any combination of such actions, as the particular situation may require. The Council may also impose against the licensee the actual costs incurred, and a reasonable amount for attorney's fees, resulting from the imposition of disciplinary action. The disciplinary actions available in this Section shall be in addition to, and not exclusive of, any other civil or criminal remedy which otherwise might be available.

WHEREFORE, the Petitioner respectfully requests the City Council to:

A. Approve the Complaint for Disciplinary Action and order a disciplinary hearing at which the Respondent shall appear and show cause why the license that is the subject of this Complaint should not be suspended or revoked, or other disciplinary action taken; or

B. Grant such other and further relief as the Council deems appropriate.

DATED this 30 day of November, 2020.

RESPECTFULLY SUBMITTED:

By: _____
ROBERT SUMMERFIELD, Director
Planning

BRYAN K. SCOTT
City Attorney

By: _____
JOHN A. CURTAS
Deputy City Attorney
Nevada Bar No. 1841
495 South Main Street, Sixth Floor
Las Vegas, NV 89101
Attorneys for CITY OF LAS VEGAS

EXHIBIT A

EXHIBIT A

Attn: Las Vegas City Business Licensing; Latania Webb

Re:

Soul of Afrika
1750 S. Rainbow #8, Las Vegas 89146
Owner – Eudora Mordi

Licenses:

Restaurant	G66-06515
Tabacco Sales/Lounge	P67-00167
Beer/Wine cooler	L68-00029

Details:

History

On June 16, 2020 a shooting took place under event 200600074113, at the restaurant Soul of Afrika located at 1750 S. Rainbow. Preliminary details of the shooting indicated that two citizen vehicles were parked in the parking lot struck by gunfire. Each vehicle had three impacts. Officers spoke with several patrons of Soul of Afrika and they stated they were there for music, food, drink – liquor and hookah. Several of them were shaken up and upset that this incident occurred. Many were intoxicated. The patrons did not see any suspects or vehicles leave the area. The DJ of the establishment stated they were all inside and heard several loud gunshots coming from the parking lot. They locked the front door until police arrived then exited. Officers and CSIs located 21 shell casings (13 – 40 mm and 8 – 45 mm) in the parking lot.

Officers reported that the business had a security guard working who, along with other employees denied them access to the business when they contacted them. They advised there was no signs of any injured victims or impacts to the business, so they did not pursue it any further. This was confirmed by the responding officer's body worn cameras.

On June 16, 2020 Detective Endelman performed a site check at this business. The check was conducted under event 200600076318. During this check, Detectives spoke to the neighboring business. The business owner stated they routinely see a DJ and nightclub activity at Soul of Afrika, which is supposed to be a restaurant. Detective Endleman's report shows Brewster representing himself as the "manager" and Mordi representing herself as "supervisor". Brewster did state this shooting took place when the restaurant hosted a private event. Detective Endelman officially advised Mordi, work cards are required and a complete employee list is required. This warning was given on June 16, 2020. Mordi failed to correct this infraction when contacted again on Aug 21, 2020.

On August 21, 2020 LVMPD SIS received a call from patrol officers about a party scheduled for Soul of Afrika 1750 S. Rainbow. The officer indicated this party was going to be attended by several gang members, specifically Piru Bloods. Performing open source research I also located several social media posts for future events taking place at Soul of Afrika.

SIS detectives responded to the restaurant and performed surveillance. I counted two security staff standing outside the front door. The men were dressed in all black and mingling with people in the lot. Patrons were coming and going from the restaurant. I noticed several cars pulling into the lot with 3-4 persons inside. It appeared to me the intelligence I had of a party occurring was accurate. I made contact with the owner, Eudora Mordi by phone. She stated there was a planned karaoke and birthday event. SIS maintained surveillance and observed people scurry about the parking lot, and rummage in their cars. There was a frenzy of activity after I called the owner. The security staff went inside the business and some patrons left altogether.

Detectives contacted the two persons operating as security. Both men, identified as Desean Green and Joseph Brewster, were monitoring the front door and controlling entry. As we walked into the business, the entry way was roped off into a queue and Mr. Green was seated at the end of it. This entry way is typical of nightclubs and it was clearly evident, patrons could not come and go without passing through security. There is no other purpose for this style of entry other than to check ID, pat people down and control access to the venue.

A DJ named DJ Kristal(real name -Crystal Rankin) was in full operation with loud music playing. Detectives requested to see Mordi and she came from the back office. Initially Mordi told us there was a private event, but then recanted and stated she was hosting Karaoke and a birthday event which were two separate events. I believe this to be a misrepresentation as the previously described security situation was that of controlled access. Mordi was confrontational at first, stating she was in possession of a karaoke permit for Friday nights. She produced a signed event form, however the form states clearly, no nightclub activity is allowed. The loud music, specialty lighting, security and roped queue clearly showed the business was operating as a nightclub at the time of inspection. Furthermore, Mordi told me she was aware she could not lock the front door and hold a private event. It was apparent, the measures Mordi implemented with controlled access, performing DJ, and extra security that this was a special event. This event was promoted on social media such as facebook and instagram.

Detectives contacted Joseph Brewster who identified himself as the manager. In previous SIS encounters, Brewster was thought to be operating as the head of security. Brewster acted very suspiciously, attempting to negotiate private conversations with detectives outside and away from Mordi. He appeared to have been hiding something from Mordi and would not speak in front of her. He continued to distract the detectives by constantly requesting a meeting outside. Brewster spoke to Detectives outside and confessed he had booked a party for August 21, which he found out at approximately 1800 hours was a gang party. Due to this information, he hired Desean Green to help with security. Green possessed no work card or alcohol awareness card and was not on the employee list. Brewster possessed no workcard or Alcohol awareness card. The party was booked by Tanisha "tutu" Williams 05/13/1988, who was throwing a party for her brother. Detectives counted at least 15-20 persons who had pulled into the parking lot before being asked to leave prior to entering the business.

Based on comments from employees to SIS Detectives it appears that Mordi is rarely at the business. A person wishing to remain anonymous but portraying herself as close to Mordi, stated Mordi was a nurse and did not have proper time to dedicate to business operation. The employee further explained, Mordi opened the business with a heartfelt intent of providing employment opportunities. Mordi feels bad for the unemployed and thus provides this restaurant as a place to work. However Mordi is overwhelmed

and unable to dedicate proper attention resulting in the employees running the show. We believe that Brewster is the person in charge for multiple reasons. Brewster stated he was the manager, the employee list says he is a server and Brewster admitted he is routinely scheduling events for the business. In our presence, Brewster cancelled the scheduled event for September 5th. Brewster appears to be the person managing the social media for the business. Brewster also told us he hired Green without Mordi's permission or knowledge.

Mordi had another female working behind the bar, who was not on the employee list. That female claimed to be her sister, and was working for free to help out. This female was not identified as she left before we were able to do so. Desean Green left immediately after being identified and Brewster stated Green was not an employee and he too was working for free. To further confuse matters, Mordi claimed to us that Brewster was a waiter or server and a cook.

Citations were issued for Incomplete Employee List, No Work Card, and Alcohol Beverage License-Banquet Event. These were issued to the owner Mordi. SIS also issued a Department of Taxation Notice of Civil Infraction(no alcohol awareness card).

On June 16, 2020 Detective Endelman performed a site check at this business. The check was conducted under event 200600076318. The site check was conducted due to a shooting having taken place under event 200600074113. During this check, Detectives spoke to the neighboring business. The business owner stated they routinely see a DJ and nightclub activity at Soul of Afrika, which is supposed to be a restaurant. Again, Detective Endleman's report shows Brewster representing himself as the "manager" and Mordi representing herself as "supervisor". Brewster did state this shooting took place when the restaurant hosted a private event. Detective Endelman officially advised Mordi, work cards are required and a complete employee list is required. This warning was given on June 16, 2020. Mordi failed to correct this infraction when contacted again on Aug 21, 2020.

A further inspection Facebook showed Joseph Brewster represents himself as a DJ, Promoter and Event Planner. See the many posts under DJcity Trincity which is a page containing many posts of Brewster. I have attached all social media posts discovered. I also attached photos taken of DJ Kristal on August 21, 2020.

Sincerely,

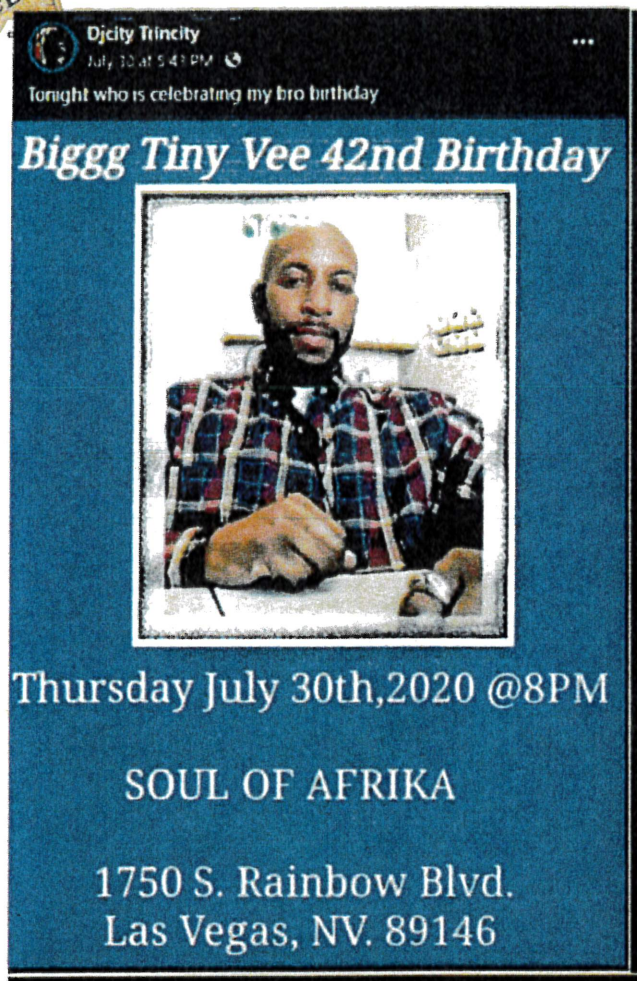
Detective Fink 8904

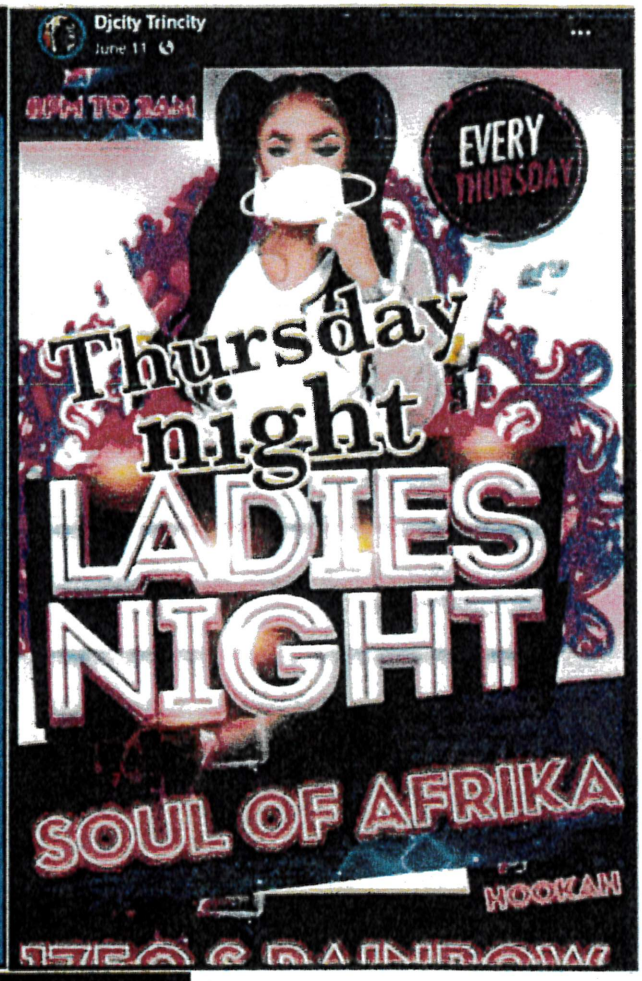
Special Investigation Section LVMPD

400 S. Martin L. King Blvd. • Las Vegas, Nevada 89106-4372 • (702) 828-3111
www.lvmpd.com • www.protectthecity.com

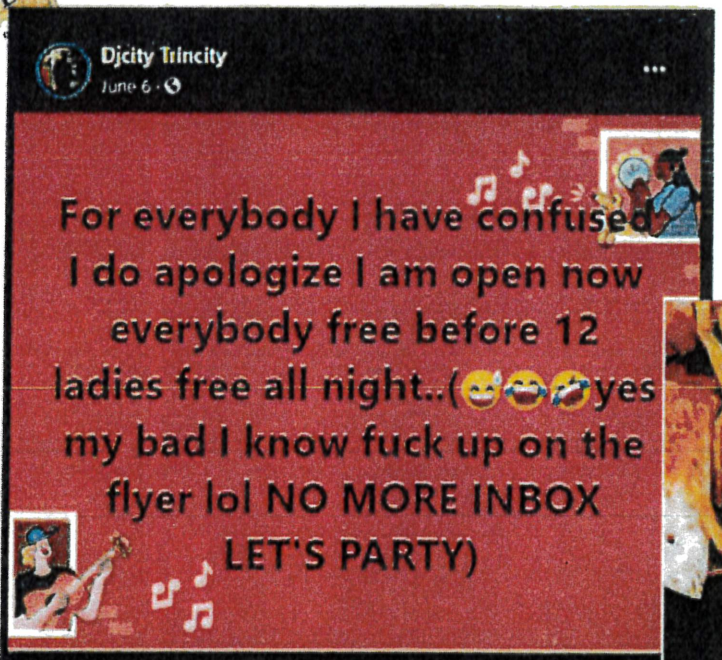
EXHIBIT B

EXHIBIT B


Djcity Trincity
Tonight who is celebrating my bro birthday
Biggg Tiny Vee 42nd Birthday
Thursday July 30th,2020 @8PM
SOUL OF AFRIKA
1750 S. Rainbow Blvd.
Las Vegas, NV. 89146


Djcity Trincity
June 11
EVERY THURSDAY
Thursday night
LADIES NIGHT
SOUL OF AFRIKA
HOOKAH

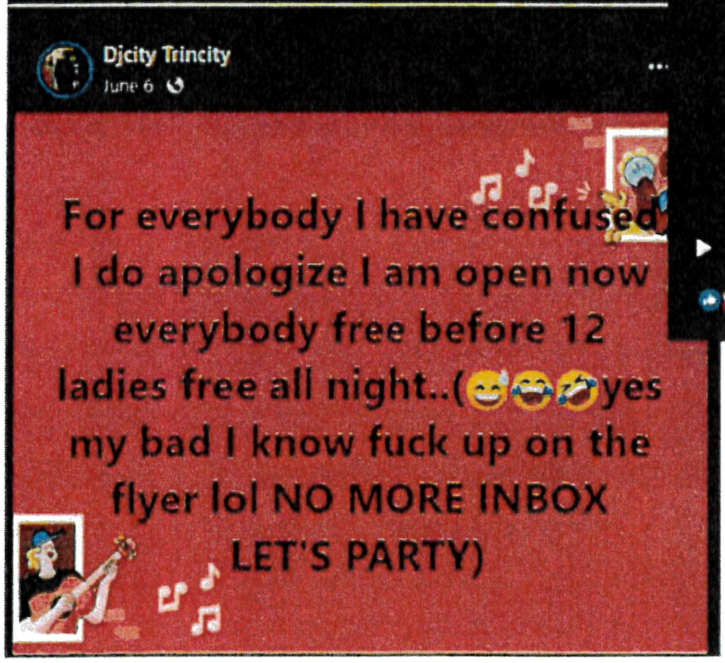

Djcity Trincity
June 7
I want to thank everyone that came out last night I had a great time one minute the place was empty next minute it was packed

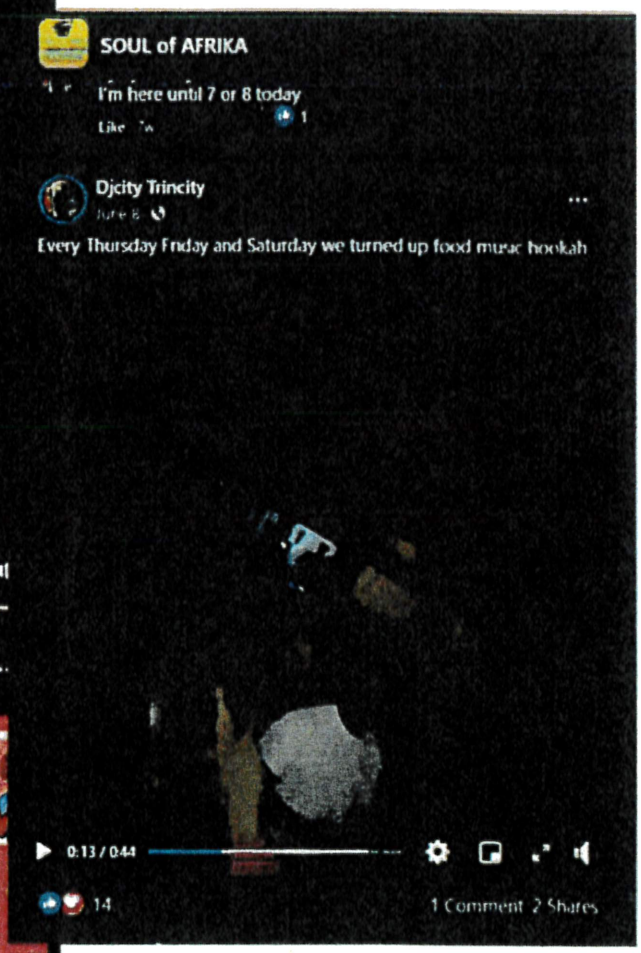

Djcity Trincity
June 6 ·
For everybody I have confused I do apologize I am open now everybody free before 12 ladies free all night..(yes my bad I know fuck up on the flyer lol NO MORE INBOX LET'S PARTY)


Djcity Trincity
June 6 ·
10:00 ladies get sexy men get Fly dress to impress we grown and sexy and we about to have some fun turn up
SOUL
It's about to be that time calling all Gemini turn up time
0:02 / 0:17

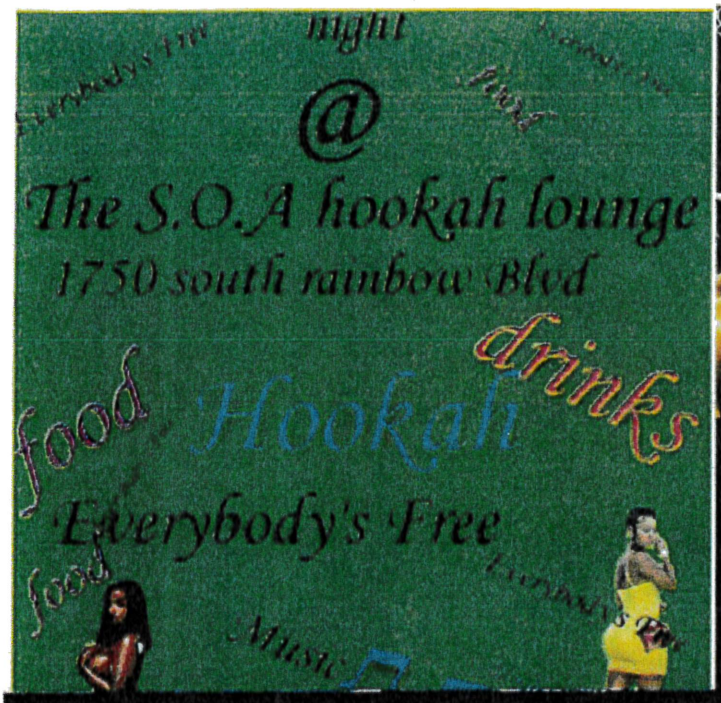

SOUL of AFRIKA
BELIZEAN SALBUTES
JOLLOF
JERK CHICKEN
TACO
tuesday's
Each & Every Tuesday
AFRICAN CARIBBEAN RESTAURANT //OPEN 12PM TO 8PM//
grubHub
1750 SOUTH RAINBOW BLVD


Djcity Trincity
June 6
Ready for tonight nice and clean Gemini bash part 2 don't miss it it's going to be a movie we partying until the sun come up PERIODT POO
Ready for tonight everything's nice and clean
0:08 / 0:20


Djcity Trincity
June 6
For everybody I have confused I do apologize I am open now everybody free before 12 ladies free all night..(yes my bad I know fuck up on the flyer lol NO MORE INBOX LET'S PARTY)

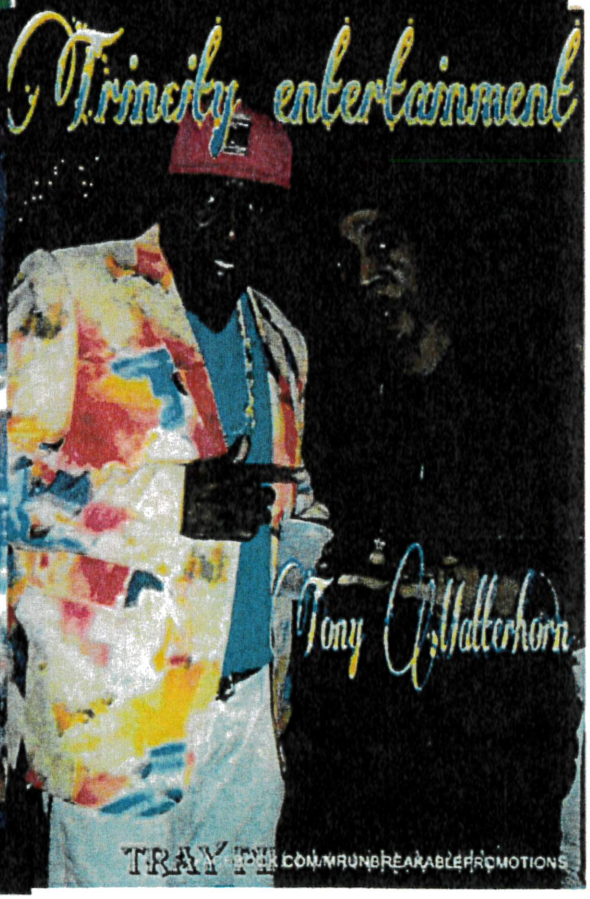

SOUL of AFRIKA
I'm here until 7 or 8 today
Like
1
Djcity Trincity
June 6
Every Thursday Friday and Saturday we turned up food music hookah
0:13 / 0:44
14
1 Comment 2 Shares

©1973 LVMPD


night
@
The S.O.A hookah lounge
1750 south rainbow Blvd
food
Hookah
drinks
Everybody's Free
food
Music

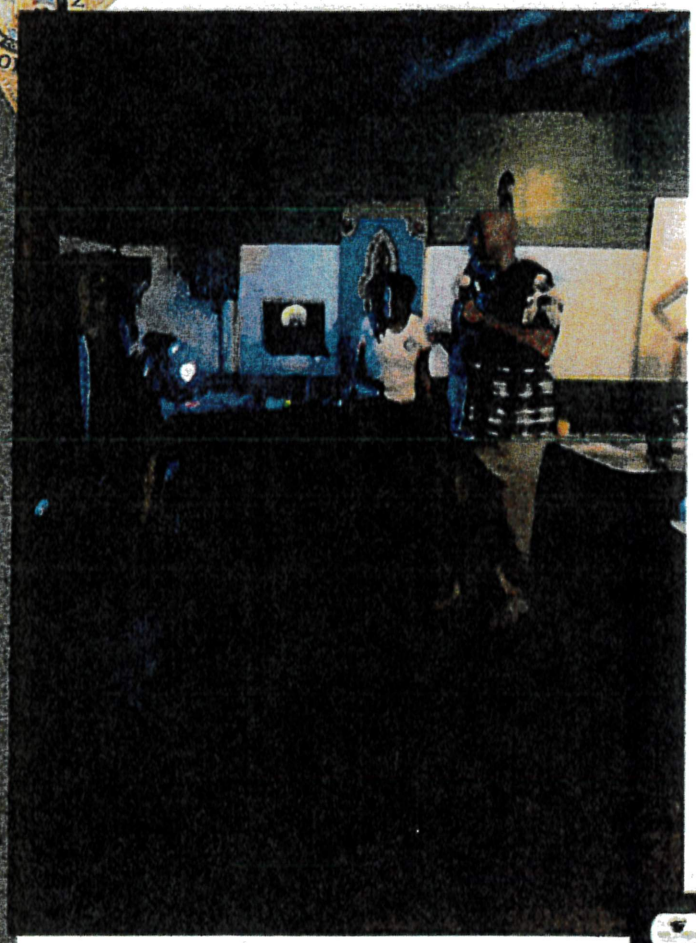

SATURDAY
JUNE 6
2020
SOUL OF AFRIKA
RESTAURANT HOOKAHLOUNGE
12AM TO 5AM
hookah
GEMINI
II Affair II
PART 2
@ SOUL OF AFRIKA
1750 South Rainbow Boulevard
tonight everybody free before 12 ladies free all night is Gemini season if you are Gemini 1st drink on me if today is your birthday you have a free hookah.
MUSIC BY Dj deladies & Dj TriCity


Djcity Trincity
June 13
SHORT MINI
SHIRTS VS SKIRTS
Saturday 13 th Part 2
11 PM TO 5AM
@ SOUL OF AFARIKA
1750 SOUTH RAINBOW
BLVD
PRIZE GIVE AWAY FOR SHORTEST
SHORTS & MINI SKIRT
LADIES FREE
1


Trincity entertainment
Tony Walterhorn
TRAX PR
COM/RUNBREAKABLEPROMOTIONS


MATEODABOSS PROMOTION/JAYMACC PROMOTIONS
PRESENTS
Eastern Parkway
MEETS
Las Vegas
SEPT 5th 2020
PHOTOS BY
PHOTOS
"LABOR DAY EDITION"
ALL WHITE DAY PARTY
4PM-10PM
20 PRE-SALE CASHAPP - $MATEODABOSS OR ZELLE MATEODABOSS@GA
ITH YOUR FULL NAME TO BE ADDED TO GUEST LIST. YOU CAN NOT PAY AT
MUSIC BY:
DEEJAY DANGER, DJ PRIMETIME, SPECIAL SURPRI
HOSTED BY:
DELILAH JAMES & TAMBRAND PROMOTIONS
TO CELEBRATE YOUR BIRTHDAY FOR FREE (FLYER INCLUDED), BOTTLE SER
TO PURCHASE A SECTION, OR TO PURCHASE TICKETS CALL MATEO (347) 69
@ SOUL OF AFRIKA
1750 S RAINBOW BLVD UNIT 6 LAS VEGAS, NV 89146 UNITED STA


Djcity Trincity is with Junior Corleone
Tonight
Last minute Birthday Party for MaTeODaBoSs tonight!!!!
@ Soul Of Afrika located @ 1750 S Rainbow Blvd Unit 6 Las Vegas, Nevada 89146.
11pm-Until. Music By DJ ION



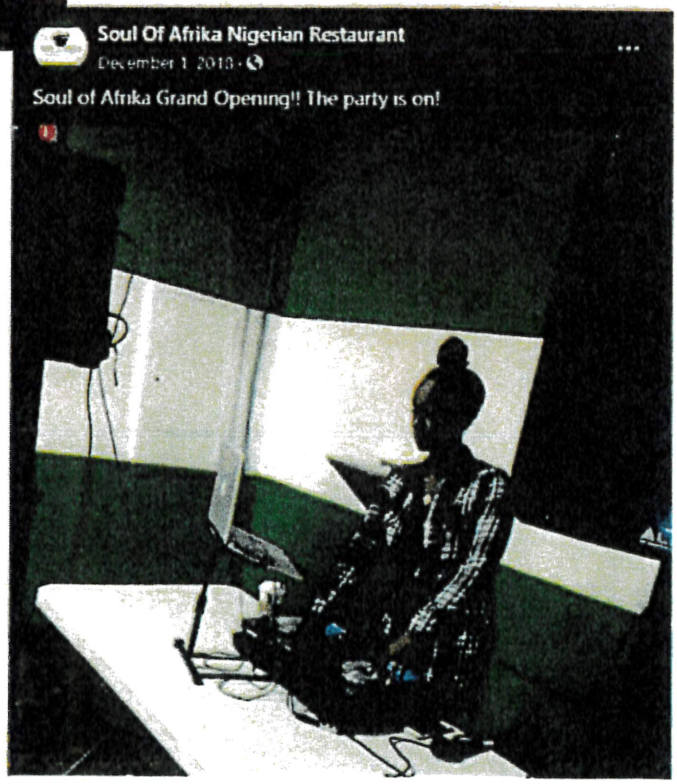

Soul Of Afrika Nigerian Restaurant
December 1, 2018 ·
Soul of Afrika Grand Opening!! The party is on!

EXHIBIT C

EXHIBIT C

File 1758

CITY OF LAS VEGAS
Business Licensing Division
APPROVED

CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
BUSINESS LICENSING DIVISION
333 N. Rancho Dr., 6th Floor
Las Vegas, NV 89106

Fax (702) 382-6642
TDD (702) 464-2540
E-mail us at license@lasvegasnevada.gov

Print Form

ENTERTAINMENT VERIFICATION FORM

LVMC 6.50.520 - It is unlawful for the following types of business license categories to offer entertainment unless that form of entertainment has been approved in advance by either the Las Vegas City Council or Director:

Banquet or Event, Beer/Wine/Cooler On-Sale, Beer/Wine Room, Nonprofit Club General, Restaurant Service Bar, Restaurant with Alcohol, Tavern, Tavern-Limited and Urban Lounge

Business Name: Soul of Afrika Corp License Number:

Address: 1750 S. Rainbow BLVD #6-8 LVNV Case Number:

Check each box that applies regarding the type of entertainment, whether the entertainers are employed by you and/or have a promoter, the hours they are scheduled to entertain and the type of music (Rock, Mariachi, Country, Reggae, Jazz, Hip Hop, etc.)

DAY	LIVE MUSIC	LIVE DJ	COMIC	KARAOKE	DANCING	EMPLOYED BY YOU	PROMOTER	HOURS (FROM -TO)	MUSIC TYPE
MON	☐	☐	☐	☐	☐	☐	☐		
TUES	☐	☐	☐	☑	☐	☐	☐	7pm - 10pm	Afro beats
WED	☐	☐	☐	☐	☐	☐	☐		
THURS	☐	☐	☐	☑	☐	☐	☐	7pm - 10pm	Afro beats
FRI	☐	☑	☐	☑	☐	☐	☐	9pm - 2am	Afro beats
SAT	☐	☑	☐	☑	☐	☐	☐	9pm - 12am	Old school
SUN	☐	☒	☐	☒	☐	☐	☐	Closed	

ENTERTAINER(S)/GROUP: Name: License Number:

PROMOTER(S): License Number:

I understand that when this information changes, a new Entertainment Verification Form must be completed and submitted for approval.

OWNER/EMPLOYEE: Eudora Mordecai **WORKCARD#:** **DATE:** 11/5/19

BUSINESS LICENSING APPROVAL **DATE:** 11/6/2019 **CONDITIONS:** Night club activity is prohibited

Entertainment Verification - Form PL203 Revised 4/15/2014

EXHIBIT D

EXHIBIT D

☐ COURTESY NOTICE ■ CORRECTION NOTICE ☐ NOTICE OF VIOLATION

City of Las Vegas Department of Planning
Business Licensing Division – Compliance & Enforcement Section

BLE 824850

DBA: Soul of Afrika License Number(s): P66-00345 ■ UNLICENSED

Location: 1750 S Rainbow Blvd. Suite____ Las Vegas, NV, 89146 Inspection Number: 74339

Inspection Date: 06/23/2020 Time: 1400 Issue Date: 06/23/2020 Time: 1400 Multiple Violation Dates: ☐Yes ■No

Mailing Address: Same as above. E-Mail : emordi68@icloud.com

NV Business Registration/Entity: NV20181651753 ■Active ☐Expired ☐Revoked ☐Default ☐None

Responsible Parties: ☐Owner ☐Key-Employee ☐Employee ☐Sole Proprietor ☐LLC ☐Corporation ☐Other:_____

Name: Eudora Mordiozigbu DOB:_____ ID #:_____ ID Type:_____

Name:_____ DOB:_____ ID #:_____ ID Type:_____

Name:_____ DOB:_____ ID #:_____ ID Type:_____

Las Vegas Municipal Code Reference:

- ■ 6.02.060(A)(1) Conducting unlicensed business activity
- ☐ 6.02.060(A)(2) Allow/permit another to conduct unlicensed business activity
- ☐ 6.02.060(A)(3) Conducting unlicensed business activity for another
- ☐ 6.02.125 Failure to acquire health card and/or health permit from SNHD
- ☐ 6.02.250(B) Failure to pay delinquent business license fees
- ■ 6.02.270 Failure to prominently display business license
- ☐ 6.02.290 Failure to report a change of ownership
- ☐ 6.02.300 Failure to report a change of location
- ☐ 6.02.310 Failure to report a change of business name
- ☐ 6.02.320(A) Failure to report changes – general license
- ☐ 6.02.370(A)(1) Separate license (s) required for business activity
- ☐ 6.02.370(A)(3) No valid State Business Registration NRS 76.100
- ☐ 6.02.370(A)(3) Unlawful drug paraphernalia sale/display/store NRS 453.560
- ☐ 6.02.370(A)(3) Employer alcohol awareness card violation NRS 369.630
- ☐ 6.02.370(A)(3) Violation of State law _____
- ☐ 6.02.370 (B)(1) Violation of business license condition (s) _____
- ☐ 6.06.053 Failure to comply with temporary license requirements
- ☐ 6.06.190 Failure to require suitability of employee/principal
- ☐ 6.06.200 Failure to report changes – privileged license
- ■ 6.50.010 Failure to cooperate with Department or Metro investigation
- ☐ 6.50.280 Unlawful consumption, advertising, display or sales of alcohol
- ☐ 6.50.310 Failure to post required signage at all entrances/exits/sales counters
- ☐ 6.50.410(A) Alcohol licensee – responsible party (with valid cards) violation
- ■ 6.50.410(B) Alcohol licensee – employee list violation (available/accurate)
- ■ 6.50.440(A-C) Alcohol employee – work card violation
- ☐ 6.50.455(A) Unlawful storage of alcohol at a commercial location
- ☐ 6.50.520(A) Unapproved live entertainment
- ☐ 6.80A.020 Failure to obtain a Temporary Merchant Permit
- ☐ 6.86.030 Employer – failure to require work card of employed person
- ☐ 6.86.180(A) Failure to maintain and make available a complete employee list
- ☐ 9.04.030 - Permit or maintain a public nuisance
- ☐ 9.04.030 - 19.12.010 Land Use Table violation
- ☐ 9.04.030 - 19.12.050(B) Special Use Permit violation
- ☐ 9.04.030 - 19.16.160 Failure to obtain Temporary Commercial Permit
- ☐ 9.04.030 - 19.16.180(G) Home Occupation Permit violation
- ■ 12.02.020(A) Failure to obtain a Special Event Permit
- ☐ 12.02.020(B) Operating in violation of, or contrary to Special Event Permit
- ☐ _____
- ☐ _____

Brief Description of Violation (s):

6.02.060(A)(1) & 12.02.020(A) - You may not do anything that is outside of your license purview. Contact the office of Business Licensing before having any special events.
6.02.270 - All current/active business licenses must be posted.
6.50.010 - Cooperation with LVMPD investigations is required.
6.50.410(B) - The employee list must always be up to date/current and available upon request. Make sure all employees information is listed and accurate.
6.50.440(A-C) - Someone with a work card must be on premise during all business operations hours.
These violations must be corrected by 07/07/2020. Failure to comply will result in reinspection fees, civil fines and criminal citations.

☐ **NO VIOLATIONS IDENTIFIED** ■ **VIOLATION (S) IDENTIFIED; MUST CORRECT ALL VIOLATIONS BY:** 07/07/2020

☐ **VIOLATION (S) IDENTIFIED; IMMEDIATE COMPLIANCE IS REQUIRED – CEASE AND DESIST ALL UNLAWFUL ACTIVITY.**

☐ Pursuant to LVMC 6.02.020, Re-inspection Fee Due: ☐ $99 ☐ $132

☐ Pursuant to LVMC 6.02.460, Civil Fine (s) Due: ☐$250 ☐$500 ☐$750 ☐$1,000 ☐$1,250 ☐$1,500 ☐$1,750 ☐$2,000 ☐$2,500 ☐$3,000 ☐ $_____

UNDER THE PENALTY OF PERJURY, I CERTIFY THAT I HAVE REASONABLE GROUNDS / PROBABLE CAUSE TO BELIEVE AND DO BELIEVE THAT ABOVE NAMED PERSON (S) / ENTITY COMMITTED THE ABOVE LISTED OFFENSE (S) CONTRARY TO LAW, IF APPLICABLE.

OFFICER PRINTED NAME: Asia Tucker OFFICER SIGNATURE: Asia Tucker

OFFICER PHONE NUMBER: 702-229-6418 OFFICER E-MAIL: Atucker @LASVEGASNEVADA.GOV

WITHOUT ADMITTING TO HAVING COMMITTED THE ABOVE DESCRIBED OFFENSE (S), I HEREBY ACKNOWLEDGE THIS NOTICE AS OFFICIAL SERVICE FROM THE CITY OF LAS VEGAS AND PROMISE TO RESPOND AS DIRECTED AND TO CORRECT ALL DESCRIBED VIOLATIONS BY THE REQUIRED DATES, IF APPLICABLE. I UNDERSTAND FAILURE TO COMPLY WILL RESULT IN ADVERSE ACTION.

RECIPIENT PRINTED NAME: Joseph Brewster RECIPIENT SIGNATURE:_____ ☐ REFUSAL

RECIPIENT DATE OF BIRTH: 04/08/77 ID #:_____ ID STATE:_____ PHONE #:_____

Method of Service: ☐ Hand Delivered ☐ Certified Mail ☐ Posted ■ E-Mail: Trincity99@gmail.com, emordi68@icloud.com

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS & INFORMATION

☐ COURTESY NOTICE ■ CORRECTION NOTICE ☐ NOTICE OF VIOLATION

City of Las Vegas Department of Planning
Business Licensing Division – Compliance & Enforcement Section BLE 789522

DBA: Soul of Afrika Corp License Number(s): P66-00345, P67-00167, G66-06515, G67-04516 ☐ UNLICENSED

Location: 1750 S Rainbow Blvd Suite 8 Las Vegas, NV, 89146 Inspection Number: 689453

Inspection Date: 11/01/19 Time: 1955 Issue Date: 11/01/19 Time: 1955 Multiple Violation Dates: ☐Yes ■No

Mailing Address: 6915 E Mesquite Ave, Las Vegas, NV, 89110 E-Mail : emordi68@icloud.com

NV Business Registration/Entity: Soul of Afrika Corp ☐Active ■Expired ☐Revoked ☐Default ☐None

Responsible Parties: ☐Owner ☐Key-Employee ☐Employee ☐Sole Proprietor ☐LLC ■Corporation ☐Other:

Name: Eudora Mordi-Ozigbu DOB: ID #: ID Type:

Name: DOB: ID #: ID Type:

Name: DOB: ID #: ID Type:

Las Vegas Municipal Code Reference:

- ☐ 6.02.060(A)(1) Conducting unlicensed business activity
- ☐ 6.02.060(A)(2) Allow/permit another to conduct unlicensed business activity
- ☐ 6.02.060(A)(3) Conducting unlicensed business activity for another
- ☐ 6.02.125 Failure to acquire health card and/or health permit from SNHD
- ■ 6.02.250(B) Failure to pay delinquent business license fees
- ☐ 6.02.270 Failure to prominently display business license
- ☐ 6.02.290 Failure to report a change of ownership
- ☐ 6.02.300 Failure to report a change of location
- ☐ 6.02.310 Failure to report a change of business name
- ☐ 6.02.320(A) Failure to report changes – general license
- ☐ 6.02.370(A)(1) Separate license (s) required for business activity
- ☐ 6.02.370(A)(3) No valid State Business Registration NRS 76.100
- ☐ 6.02.370(A)(3) Unlawful drug paraphernalia sale/display/store NRS 453.560
- ☐ 6.02.370(A)(3) Employer alcohol awareness card violation NRS 369.630
- ☐ 6.02.370(A)(3) Violation of State law
- ☐ 6.02.370 (B)(1) Violation of business license condition (s)
- ☐ 6.06.053 Failure to comply with temporary license requirements
- ☐ 6.06.190 Failure to require suitability of employee/principal
- ☐ 6.06.200 Failure to report changes – privileged license
- ☐ 6.50.010 Failure to cooperate with Department or Metro investigation
- ☐ 6.50.280 Unlawful consumption, advertising, display or sales of alcohol
- ☐ 6.50.310 Failure to post required signage at all entrances/exits/sales counters
- ☐ 6.50.410(A) Alcohol licensee – responsible party (with valid cards) violation
- ☐ 6.50.410(B) Alcohol licensee – employee list violation (available/accurate)
- ☐ 6.50.440(A-C) Alcohol employee – work card violation
- ☐ 6.50.455(A) Unlawful storage of alcohol at a commercial location
- ■ 6.50.520(A) Unapproved live entertainment
- ☐ 6.80A.020 Failure to obtain a Temporary Merchant Permit
- ☐ 6.86.030 Employer – failure to require work card of employed person
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- ☐ 9.04.030 - 19.12.050(B) Special Use Permit violation
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- ☐ 9.04.030 - 19.16.180(G) Home Occupation Permit violation
- ☐ 12.02.020(A) Failure to obtain a Special Event Permit
- ☐ 12.02.020(B) Operating in violation of, or contrary to Special Event Permit
- ☐
- ☐

Brief Description of Violation (s):

Your restaurant license #G66-06515 is currently delinquent, licensing fees were due 10/01/19. Pay outstanding fees immediately. Payment of licensing fees can be made online at www.lasvegasnevada.gov

Entertainment approval is required for the Karaoke activity you have advertised on Tuesday nights. Submit an amended entertainment form and obtain required approvals for the activity by 11/05/19.

Failure to comply will result in reinspection fees and civil fines as applicable.

☐ **NO VIOLATIONS IDENTIFIED** ■ **VIOLATION (S) IDENTIFIED; MUST CORRECT ALL VIOLATIONS BY:** 11/05/19

☐ **VIOLATION (S) IDENTIFIED; IMMEDIATE COMPLIANCE IS REQUIRED – CEASE AND DESIST ALL UNLAWFUL ACTIVITY.**

☐ Pursuant to LVMC 6.02.020, Re-inspection Fee Due: ☐ $99 ☐ $132

☐ Pursuant to LVMC 6.02.460, Civil Fine (s) Due: ☐$250 ☐$500 ☐$750 ☐$1,000 ☐$1,250 ☐$1,500 ☐$1,750 ☐$2,000 ☐$2,500 ☐$3,000 ☐ $

UNDER THE PENALTY OF PERJURY, I CERTIFY THAT I HAVE REASONABLE GROUNDS / PROBABLE CAUSE TO BELIEVE AND DO BELIEVE THAT ABOVE NAMED PERSON (S) / ENTITY COMMITTED THE ABOVE LISTED OFFENSE (S) CONTRARY TO LAW, IF APPLICABLE.

OFFICER PRINTED NAME: K. Oliverius OFFICER SIGNATURE:

OFFICER PHONE NUMBER: 702-229-5269 OFFICER E-MAIL: koliverius @LASVEGASNEVADA.GOV

WITHOUT ADMITTING TO HAVING COMMITTED THE ABOVE DESCRIBED OFFENSE (S), I HEREBY ACKNOWLEDGE THIS NOTICE AS OFFICIAL SERVICE FROM THE CITY OF LAS VEGAS AND PROMISE TO RESPOND AS DIRECTED AND TO CORRECT ALL DESCRIBED VIOLATIONS BY THE REQUIRED DATES, IF APPLICABLE. I UNDERSTAND FAILURE TO COMPLY WILL RESULT IN ADVERSE ACTION.

RECIPIENT PRINTED NAME: RECIPIENT SIGNATURE: ☐ REFUSAL

RECIPIENT DATE OF BIRTH: ID #: ID STATE: PHONE #:

Method of Service: ☐ Hand Delivered ☐ Certified Mail ☐ Posted ■ E-Mail: emordi68@icloud.com

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS & INFORMATION

☐ COURTESY NOTICE ■ CORRECTION NOTICE ☐ NOTICE OF VIOLATION

City of Las Vegas Department of Planning
Business Licensing Division – Compliance & Enforcement Section BLE 789522

DBA: Soul of Afrika Corp License Number(s): P66-00345, P67-00167, G66-06515, G67-04516 ☐ UNLICENSED

Location: 1750 S Rainbow Blvd Suite 8 Las Vegas, NV, 89146 Inspection Number: 684966

Inspection Date: 09/26/19 Time: 1445 Issue Date: 09/26/19 Time: 1530 Multiple Violation Dates: ☐Yes ■No

Mailing Address: 6915 E Mesquite Ave, Las Vegas, NV, 89110 E-Mail : emordi68@icloud.com

NV Business Registration/Entity: Soul of Afrika Corp ☐Active ■Expired ☐Revoked ☐Default ☐None

Responsible Parties: ☐Owner ☐Key-Employee ☐Employee ☐Sole Proprietor ☐LLC ■Corporation ☐Other:

Name: Eudora Mordi-Ozigbu DOB: ID #: ID Type:

Name: DOB: ID #: ID Type:

Name: DOB: ID #: ID Type:

Las Vegas Municipal Code Reference:

- ☐ 6.02.060(A)(1) Conducting unlicensed business activity
- ☐ 6.02.060(A)(2) Allow/permit another to conduct unlicensed business activity
- ☐ 6.02.060(A)(3) Conducting unlicensed business activity for another
- ■ 6.02.125 Failure to acquire health card and/or health permit from SNHD
- ☐ 6.02.250(B) Failure to pay delinquent business license fees
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- ☐ 6.02.310 Failure to report a change of business name
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- ■ 6.02.370(A)(3) Employer alcohol awareness card violation NRS 369.630
- ☐ 6.02.370(A)(3) Violation of State law
- ☐ 6.02.370 (B)(1) Violation of business license condition (s)
- ☐ 6.06.053 Failure to comply with temporary license requirements
- ☐ 6.06.190 Failure to require suitability of employee/principal
- ■ 6.06.200 Failure to report changes – privileged license
- ☐ 6.50.010 Failure to cooperate with Department or Metro investigation
- ☐ 6.50.280 Unlawful consumption, advertising, display or sales of alcohol
- ☐ 6.50.310 Failure to post required signage at all entrances/exits/sales counters
- ☐ 6.50.410(A) Alcohol licensee – responsible party (with valid cards) violation
- ☐ 6.50.410(B) Alcohol licensee – employee list violation (available/accurate)
- ☐ 6.50.440(A-C) Alcohol employee – work card violation
- ☐ 6.50.455(A) Unlawful storage of alcohol at a commercial location
- ☐ 6.50.520(A) Unapproved live entertainment
- ☐ 6.80A.020 Failure to obtain a Temporary Merchant Permit
- ☐ 6.86.030 Employer – failure to require work card of employed person
- ☐ 6.86.180(A) Failure to maintain and make available a complete employee list
- ☐ 9.04.030 - Permit or maintain a public nuisance
- ☐ 9.04.030 - 19.12.010 Land Use Table violation
- ☐ 9.04.030 - 19.12.050(B) Special Use Permit violation
- ☐ 9.04.030 - 19.16.160 Failure to obtain Temporary Commercial Permit
- ☐ 9.04.030 - 19.16.180(G) Home Occupation Permit violation
- ☐ 12.02.020(A) Failure to obtain a Special Event Permit
- ☐ 12.02.020(B) Operating in violation of, or contrary to Special Event Permit
- ☐
- ☐

Brief Description of Violation (s):

Post missing license number G67-04516 by 10/01/19. Business operations must be maintained as approved, post all signage as identified in your approved license application. Your floor plan indicated signage at the bar, behind the bar and at the hookah area. Post missing signage by 10/01/19. Maintain your alcohol awareness and health cards in your possession while working.

Failure to comply will result in reinspection fee and/or civil fines as applicable.

☐ **NO VIOLATIONS IDENTIFIED** ■ **VIOLATION (S) IDENTIFIED; MUST CORRECT ALL VIOLATIONS BY:** 10/01/19

☐ **VIOLATION (S) IDENTIFIED; IMMEDIATE COMPLIANCE IS REQUIRED – CEASE AND DESIST ALL UNLAWFUL ACTIVITY.**

☐ Pursuant to LVMC 6.02.020, Re-inspection Fee Due: ☐ $99 ☐ $132

☐ Pursuant to LVMC 6.02.460, Civil Fine (s) Due: ☐$250 ☐$500 ☐$750 ☐$1,000 ☐$1,250 ☐$1,500 ☐$1,750 ☐$2,000 ☐$2,500 ☐$3,000 ☐ $

UNDER THE PENALTY OF PERJURY, I CERTIFY THAT I HAVE REASONABLE GROUNDS / PROBABLE CAUSE TO BELIEVE AND DO BELIEVE THAT ABOVE NAMED PERSON (S) / ENTITY COMMITTED THE ABOVE LISTED OFFENSE (S) CONTRARY TO LAW, IF APPLICABLE.

OFFICER PRINTED NAME: K. Oliverius OFFICER SIGNATURE:

OFFICER PHONE NUMBER: 702-229-5269 OFFICER E-MAIL: koliverius @LASVEGASNEVADA.GOV

WITHOUT ADMITTING TO HAVING COMMITTED THE ABOVE DESCRIBED OFFENSE (S), I HEREBY ACKNOWLEDGE THIS NOTICE AS OFFICIAL SERVICE FROM THE CITY OF LAS VEGAS AND PROMISE TO RESPOND AS DIRECTED AND TO CORRECT ALL DESCRIBED VIOLATIONS BY THE REQUIRED DATES, IF APPLICABLE. I UNDERSTAND FAILURE TO COMPLY WILL RESULT IN ADVERSE ACTION.

RECIPIENT PRINTED NAME: Eudora Mordi-Ozigbu, owner RECIPIENT SIGNATURE: ☐ REFUSAL

RECIPIENT DATE OF BIRTH: ID #: ID STATE: PHONE #:

Method of Service: ☐ Hand Delivered ☐ Certified Mail ☐ Posted ■ E-Mail: emordi68@icloud.com

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS & INFORMATION

■ COURTESY NOTICE ☐ CORRECTION NOTICE ☐ NOTICE OF VIOLATION

City of Las Vegas Department of Planning
Business Licensing Division – Compliance & Enforcement Section BLE 573135

DBA: Soul of Africa Corp License Number(s): P66-00345, G66-06515 ☐ UNLICENSED

Location: 1750 S Rainbow Blvd. Suite 8 Las Vegas, NV, 89146 Inspection Number: 198440

Inspection Date: 12-27-18 Time: 14:30 Issue Date: 12-27-18 Time: 16:15 Multiple Violation Dates: ☐Yes ☐No

Mailing Address: 6915 E Mesquite Ave., Las Vegas NV 89110 E-Mail : Emordi68@icloud.com

NV Business Registration/Entity: NV20181651753/Soul of Afrika Corp ☐Active ☐Expired ☐Revoked ☐Default ☐None

Responsible Parties: ☐Owner ☐Key-Employee ☐Employee ☐Sole Proprietor ☐LLC ■Corporation ☐Other:

Name: Eudora Mordi-Ozigbu DOB: ID #: ID Type:

Name: DOB: ID #: ID Type:

Name: DOB: ID #: ID Type:

Las Vegas Municipal Code Reference:

- ☐ 6.02.060(A)(1) Conducting unlicensed business activity
- ☐ 6.02.060(A)(2) Allow/permit another to conduct unlicensed business activity
- ☐ 6.02.060(A)(3) Conducting unlicensed business activity for another
- ☐ 6.02.125 Failure to acquire health card and/or health permit from SNHD
- ☐ 6.02.250(B) Failure to pay delinquent business license fees
- ☐ 6.02.270 Failure to prominently display business license
- ☐ 6.02.290 Failure to report a change of ownership
- ☐ 6.02.300 Failure to report a change of location
- ☐ 6.02.310 Failure to report a change of business name
- ☐ 6.02.320(A) Failure to report changes – general license
- ☐ 6.02.370(A)(1) Separate license (s) required for business activity
- ☐ 6.02.370(A)(3) No valid State Business Registration NRS 76.100
- ☐ 6.02.370(A)(3) Unlawful drug paraphernalia sale/display/store NRS 453.560
- ☐ 6.02.370(A)(3) Employer alcohol awareness card violation NRS 369.630
- ☐ 6.02.370(A)(3) Violation of State law _____
- ☐ 6.02.370 (B)(1) Violation of business license condition (s) _____
- ☐ 6.06.053 Failure to comply with temporary license requirements
- ☐ 6.06.190 Failure to require suitability of employee/principal
- ☐ 6.06.200 Failure to report changes – privileged license
- ☐ 6.50.010 Failure to cooperate with Department or Metro investigation
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- ☐ 12.02.020(A) Failure to obtain a Special Event Permit
- ☐ 12.02.020(B) Operating in violation of, or contrary to Special Event Permit
- ☐ _____
- ☐ _____

Brief Description of Violation (s):

Per LVMC 6.50.300 - The licensee must commence operation of the business within thirty days after the license has been issued. The service of alcohol must commence no later than 1/19/2019, which is 30 days from the issuance of the 90-Day Temporary Business License issued on 12/19/2018.

Failure to comply will result in reinspection fees and/or civil fines as applicable.

☐ **NO VIOLATIONS IDENTIFIED** ☐ **VIOLATION (S) IDENTIFIED; MUST CORRECT ALL VIOLATIONS BY:** _____

☐ **VIOLATION (S) IDENTIFIED; IMMEDIATE COMPLIANCE IS REQUIRED – CEASE AND DESIST ALL UNLAWFUL ACTIVITY.**

☐ Pursuant to LVMC 6.02.020, Re-inspection Fee Due: ☐ $99 ☐ $132

☐ Pursuant to LVMC 6.02.460, Civil Fine (s) Due: ☐$250 ☐$500 ☐$750 ☐$1,000 ☐$1,250 ☐$1,500 ☐$1,750 ☐$2,000 ☐$2,500 ☐$3,000 ☐ $_____

UNDER THE PENALTY OF PERJURY, I CERTIFY THAT I HAVE REASONABLE GROUNDS / PROBABLE CAUSE TO BELIEVE AND DO BELIEVE THAT ABOVE NAMED PERSON (S) / ENTITY COMMITTED THE ABOVE LISTED OFFENSE (S) CONTRARY TO LAW, IF APPLICABLE.

OFFICER PRINTED NAME: Stacy Huddleston OFFICER SIGNATURE: Stacy Huddleston

OFFICER PHONE NUMBER: 702-229-5407 OFFICER E-MAIL: Shuddleston @LASVEGASNEVADA.GOV

WITHOUT ADMITTING TO HAVING COMMITTED THE ABOVE DESCRIBED OFFENSE (S), I HEREBY ACKNOWLEDGE THIS NOTICE AS OFFICIAL SERVICE FROM THE CITY OF LAS VEGAS AND PROMISE TO RESPOND AS DIRECTED AND TO CORRECT ALL DESCRIBED VIOLATIONS BY THE REQUIRED DATES, IF APPLICABLE. I UNDERSTAND FAILURE TO COMPLY WILL RESULT IN ADVERSE ACTION.

RECIPIENT PRINTED NAME: Emailed RECIPIENT SIGNATURE: _____ ☐ REFUSAL

RECIPIENT DATE OF BIRTH: _____ ID #: _____ ID STATE: _____ PHONE #: _____

Method of Service: ☐ Hand Delivered ☐ Certified Mail ☐ Posted ■ E-Mail: Emordi68@icloud.com

SEE REVERSE SIDE FOR ADDITIONAL INSTRUCTIONS & INFORMATION

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
64

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

SUBJECT:
Discussion for possible action regarding an Exclusive Negotiation Agreement (ENA) between the City of Las Vegas (City) and G2 Capital Devco, LLC dba G2 Capital Development (Developer) for properties bounded by Shadow Lane to the west, Wellness Way to the north, South Martin Luther King Boulevard to the east and West Charleston Boulevard to the south (APNs 139-33-402-014, -015 and -034) - Ward 1 (Knudsen)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City owns three parcels located at the southeast corner of Shadow Lane and Wellness Way, the ENA allows the Developer a ninety (90) day plus one option to renew for up to sixty (60) days feasibility period to define the project scope to include a minimum 50,000 square foot office space, 5,000 square foot ground-level retail and 600 parking stalls. Developer shall identify additional land required to meet the minimums of the project scope.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Exclusive Negotiation Agreement

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (this "Agreement") is entered into as of the ____ day of _____, 2020 by and between CITY OF LAS VEGAS, a Nevada municipal corporation ("City"), and G2 Capital Devco, LLC dba G2 Capital Development, a Nevada Limited Liability Company ("Developer"). City and Developer may be referred to herein singularly as a "party" and collectively as the "parties".

WITNESSETH:

WHEREAS:

Developer and City have entered into this Agreement in order for City and Developer to enter into exclusive negotiations regarding due diligence investigations of the Site (defined below) by Developer and the potential acquisition of the Site and development of the Project (defined below) on the Project Site (defined below) by Developer, all on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual agreements, which are hereinafter contained, the parties do hereby agree as follows:

1. Term. The Effective Date of this Agreement will be the date of execution by City. The term of this Agreement shall commence on the Effective Date and automatically expire ninety (90) days after the Effective Date (the "Term"). The Term may be extended by mutual agreement of the parties for up to sixty (60) days; provided, however, that such agreement shall be at each party's respective sole discretion. City agrees that during the Term it shall not negotiate, directly or indirectly, with any person or entity any matters regarding development, sale, lease or other disposition of the Site or any portion thereof. City agrees that, until the expiration of the Term, City shall negotiate exclusively with Developer with respect to the Site and the Project.

2. Site. The "Site" consists of approximately .72 acres (APNs: 139-33-402-034; 139-33-402-014; 139-33-402-015) and which is depicted on Exhibit A.

3. Project. The project shall consist of (i) a structured parking garage consisting of a minimum of 600 parking spaces with an agreed upon number open for public use, (ii) an office building of a minimum of 50,000 gross square feet, and (iii) retail space of a minimum of 5,000 gross square feet on the ground floor of the Project (the "Project"). The Project is intended to be constructed on the Site and on additional land to be assembled with the Site which additional land is to be acquired by Developer (the "Project Site").

4. Feasibility Analysis.

(a) Developer agrees to conduct during the Term all activities Developer deems necessary to determine the acceptability of the Site and the feasibility of the Project. Such

due diligence activities shall include, but not be limited to, the following, to be accomplished or acquired, as applicable, at Developer's sole cost and expense:

(i) Developer will actively pursue (i) meeting and negotiating with the necessary landowners to secure the additional land to create the overall Project Site and (ii) meeting with various stakeholders in, and potential users of, the Project to secure preliminary agreements and/or term sheets in connection with the use of the Project. At the request of City, representatives of Developer from time to time will report to City in connection with status of these efforts.

(ii) Prepare an overall program of development of the Project on the Project Site, including a site plan, conceptual renderings, and floor plans for the major Project improvements; as well as a clear development timeline for the pre-development activity and construction of the Project, a copy of which will be provided to City.

(iii) Complete a report prepared internally by Developer addressing the feasibility and market analysis of the Project, a copy of which will be provided to City.

Submission of a plan of financing for the development and operation of the various components of the Project, including all third party loans and sources of equity, a copy of which will be provided to City.

In the event a DDA (defined below) is not executed by the parties prior to the expiration or earlier termination of this Agreement, City may retain copies of all non-proprietary reports and studies pertaining to the Site which have been provided to City by Developer or its agents pursuant to this Agreement, including surveys, geotechnical and environmental reports and related studies; provided, however, all copies of reports, renderings, studies, and information relating to the development and market feasibility of the Project provided to City by Developer or its agents pursuant to this Agreement shall be returned to Developer within thirty (30) days after the expiration or earlier termination of this Agreement; provided, however, all such reports and studies shall be provided to City without any warranty or representation as to the accuracy or completeness of any kind and without recourse to Developer.

(b) City shall cooperate fully, but at no cost to City, in providing Developer with information and assistance to support Developer's implementation of the feasibility analysis. In particular, City shall, promptly after the Effective Date or as soon as they become available to City, provide Developer with copies of all reports, plans, drawings and other documents pertaining to the Site. City's designated representative for all matters under this Agreement is the Director of the Office of Economic and Urban Development of City. Developer and City agree to meet or participate in a conference call, no less than two times a month in connection with the feasibility analysis of the Site and Project.

5. Developer Site Access.

(a) City authorizes Developer and its employees, agents, representatives, architects, engineers, consultants and contractors to access the Site to conduct surface and subsurface engineering, geotechnical and environmental investigations, studies and assessments and boundary and topographic surveys as Developer deems necessary ("Due Diligence Investigations") for the potential development of the Project. The decision to conduct any of such activities shall be at the discretion of Developer. City and/or its authorized and designated agent(s) shall have the right to be present upon any entry of the Site by Developer. Developer shall conduct Due Diligence Investigations in accordance with standards customarily employed in the real estate industry and in compliance with all applicable governmental laws, rules, and regulations. If Developer undertakes any boring or other disturbance of the soils on the Site, City must be notified one (i) week prior to any boring or other disturbance of soils to allow City time to notify its environmental consultant and to direct its environmental consultant to be present during the process, if desired by City. Following Developer's Due Diligence Investigations on the Site, Developer will promptly restore the Site to substantially the same condition as existed immediately prior to Developer conducting the applicable Due Diligence Investigations, normal wear and tear and normal weather related conditions excepted. If Developer undertakes any boring or other disturbance of the soils on the Site, the soils so disturbed will be recompacted to substantially their condition as of the date immediately prior to such boring or other disturbance (the "Restoration"), and Developer will obtain at its own expense a certificate from a soils engineer certifying that the disturbed soils have been recompacted to substantially their condition as of the date immediately prior to the soil disturbance. This Agreement shall extend to soil borings with drilling rigs and hand augers and groundwater sampling with bailers or comparable equipment, but shall not be construed to authorize Developer to install groundwater monitoring wells or excavate soils with earth moving equipment.

(b) If Developer should discover any hydrocarbon substances or any other hazardous substances, asbestos or asbestos-containing materials, waste or materials subject to legal requirements or corrective action under any applicable Environmental Laws ("Hazardous Materials") during the Term, Developer will promptly notify City in writing of such discovery. Developer shall not use disturbed contaminated soils for the Restoration, and instead shall work with City to have stored or otherwise handle (through use of a properly licensed contractor), at City's sole cost and expense, any disturbed contaminated soils in compliance with all applicable governmental laws, rules, and regulations until such time as City takes possession of such materials. Developer shall not bear any responsibility or liability under this Agreement whatsoever for any discovery, investigation, risk assessment, removal, treatment, corrective action, remediation, cleanup or permitting relating to any such Hazardous Materials. For the purposes of this Agreement, the phrase "Hazardous Substances" shall include any product, byproduct, compound, substance, chemical, material or waste, including, without limitation, asbestos, solvents, degreasers, heavy metals, refrigerants, nitrates, urea formaldehyde, polychlorinated byphenyls, dioxins, petroleum and petroleum products and derivatives,

fuel additives, and any other solid, liquid, gaseous or thermal irritant, chemical or waste material, whose presence, characteristics, nature, quantity, intensity, existence, use, manufacture, possession, handling, disposal, transportation, spill, release threatened release, treatment, storage, production, discharge, emission, remediation, cleanup, abatement, removal, migration, or effect, either by itself or in combination with other materials is or is allegedly: (a) injurious, dangerous, toxic, hazardous to human or animal health, aquatic or biota life, safety or welfare or any other portion of the environment; (b) regulated, defined, listed, prohibited, controlled, studied or monitored in any manner by any governmental authority or Environmental Laws; or (c) a basis for liability to any government entity or agency or third party under any regulatory, statutory or common law theory. For purposes of this Agreement, the phrase "Environmental Laws" means any past, present or future federal, state or local law, statute, rule, regulation, code, ordinance, order, decree, judgment, injunction, notice, policy, or binding agreement, and all amendments thereto, issued, promulgated, or entered into by any governmental authority, relating in any way to the environment, the preservation, degradation, loss, damage, restoration, replacement or reclamation of natural resources, waste management, health, industrial hygiene, safety, environmental conditions or hazardous substances.

(c) Developer shall promptly deliver to City, without charge therefor and without warranty of or recourse to Developer, any lab or field environmental data, environmental reports, environmental compilations, environmental correspondence, or other documents or information which is generated by or as a result of Due Diligence Investigations and which is reasonably related to the environmental condition of the Site; provided, however, that Developer need not disclose any communication, regardless of the nature of such communication, between Developer and its legal counsel or its legal counsel and Developer's consultant to the extent the same is reasonably deemed by Developer to be protected by attorney-client privilege. By delivering such reports and studies to, Developer shall not be deemed to be making any representations with respect to the accuracy or completeness of the information contained in such reports or information.

(d) Developer covenants and agrees to (i) pay in full the costs for all materials, if any, supplied, used, joined, or affixed to the Site by or for Developer in connection with the Due Diligence Investigations, (ii) pay in full all persons who perform labor upon the Site in connection with Developer's Due Diligence Investigations, and (iii) not permit any mechanic's or materialman's lien of any kind or nature relating to Developer's Due Diligence Investigations to be enforced against the Site. Developer shall, at Developer's sole cost and expense, take any action reasonably necessary to promptly remove any lien filed against the Site for work performed or materials delivered to the Site in connection with the Due Diligence Investigations.

(e) Developer hereby agrees to indemnify and hold City, and its officers, employees and agents (collectively, the "Related Parties"), harmless from and against any and all claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs, which the Related Parties may suffer or which may be sought against or are recovered or obtainable from the Related Parties as a result of, or by reason of, or arising out of or in consequence of any act or omission, negligent or

otherwise, in connection with the Due Diligence Investigations at the Site, of Developer or its officers employees, contractors, subcontractors, agents, volunteers or anyone who is directly or indirectly employed by, or is acting in concert with, Developer, its officers, its employees, contractors, subcontractors, volunteers or agents in connection with this Agreement. Notwithstanding anything to the contrary in this Agreement, this Section 5(e) shall not be construed to require Developer to indemnify or hold harmless the Related Parties from (a) any liabilities for pre-existing matters or conditions with respect to the premises merely discovered by Developer (e.g., latent environmental contamination, etc.) or (b) any such claims, damages, losses, expenses, suits, actions, decrees, judgments, awards, reasonable attorneys' fees and court costs to the extent caused by any act or omission on the part of the Related Parties.

(f) Developer agrees to obtain and to furnish to City prior to or concurrent with execution of this Agreement, a certificate showing that there is in effect a policy of a minimum of $2,000,000.00 combined single limit bodily injury and broad form property damage coverage, including broad form contractual liability. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis. Required limits of coverage may be met utilizing a combination of primary and excess/umbrella policies written in "blanket" form. City shall be named as an additional insured party and such notation shall appear on the Certificate of Insurance furnished by the Developer's insurance company. The certificates for each insurance policy are to be signed by a person authorized by that insurance carrier. The insurance supplied by the Developer shall be from an insurance carrier that maintains a Best's Key rating of "A VII" or higher. The Certificate shall indicate that neither the insurance company nor Developer can cancel the insurance without at least 10 days prior written notice to City. Any exclusion to the effect that the insurance company or surety company will "endeavor to inform" must be stricken from the certificate of insurance. The parties agree that the specified coverage or limits of insurance in no way limit the liability of the Developer. Developer will not do or permit to be done anything in or upon any portion of the Site, or bring or keep anything thereon which will in any way conflict with the conditions of any insurance policy upon the Site. All deductibles and self-insurance retentions shall be fully disclosed in such certificates of insurance. No deductible or self-insured retention may exceed $10,000.00 without the prior written approval of City.

(g) In connection with this Agreement, Developer expressly agrees, at its sole cost and expense, to defend the Related Parties in any suit or action that may be brought against it or them, or any of them by reason of any act or omission, negligent or otherwise, in connection with the Due Diligence Investigations at the Site, against which Developer has agreed to indemnify the Related Parties pursuant to Section 5(e). If Developer fails so to do, City shall have the right, but not the obligation, to defend the same and to obtain reimbursement from Developer all of the direct and incidental costs of such defense, including reasonable attorneys' fees and court costs.

The obligations and covenants of Developer under this Section 5 shall survive any expiration of the Term or other termination of the Agreement for a period of one (1) year following the date of such expiration or other termination.

6. Disposition and Development Agreement; Purchase Price; Effect of Agreement.

(a) Developer and City agree to negotiate in good faith during the Term a form of Development and Disposition Agreement whereby City agrees to sell and Developer agrees to purchase the Site for the development of the Project (the "DDA").

(b) The parties acknowledge that, in compliance with the provisions of NRS 268.063, City, at its cost, will obtain and rely upon two independent appraisals of the Site prepared within six (6) months of the effective date of the DDA to determine the purchase price of the Site (the "Purchase Price") and that the City Council will address the adoption of a formal resolution finding that it is in the best interests of the public to sell the Site to Developer at the appraised Purchase Price without offering such real property to the public. The adoption of such resolution will be at the discretion of the City Council. Notwithstanding the foregoing, the parties agree that any such appraisal may be subject to public records laws or ordinances of the City of Las Vegas or the State of Nevada.

(c) Developer and City agree and acknowledge (i) that this Agreement creates no obligation on either party to enter into the DDA or any other agreement related to the Site, (ii) the decision to enter into a DDA will be at each party's respective sole and absolute discretion and (iii) the approval of the City Council will be a condition to City's obligation to enter into any DDA or other agreement (excluding this Agreement) relating to the Site. Developer agrees and acknowledges that, except as expressly provided for in this Agreement, this Agreement creates no rights, title or interest in Developer whatsoever, legal, equitable or otherwise, in the Site, including, without limitation, any rights to purchase, lease, option or otherwise. By its execution of this Agreement, City is not committing itself to or agreeing to undertake disposition of land to Developer or any other acts or activities requiring the subsequent independent exercise of discretion by the City or any governmental authority with authority over the resulting development. This Agreement does not constitute an agreement for disposition of property or the exercise of control over property by Developer. Execution of this Agreement by City is merely an agreement to enter into a period of exclusive, good faith negotiations with Developer according to the terms hereof. In the event the parties do not enter into a DDA during the Term, this Agreement shall automatically expire and be of no further force and effect from and after the expiration of the Term.

7. RESERVED.

8. Good Faith Deposit.

(a) Developer shall deposit with City, no later than three (3) business days after the Effective Date, the sum of Twenty-Five Thousand Dollars ($25,000.00) (the "Deposit"), in cash or by wire transfer, to secure Developer's good faith performance of its obligations under this Agreement and to be held by City to be applied by City as is provided in this Agreement.

(b) In the event (i) Developer performs all of its obligations under this Agreement and (ii) the Parties do not enter into a DDA, the full amount of the Deposit shall be returned to Developer on the later of (A) thirty (30) days after the expiration of the Term or termination of this Agreement (as the case may be) or (B) that date that City is satisfied that Developer has materially complied with Section 5(d) of this Agreement and that there are no outstanding matters covered by Developer's indemnity in Section 5(e) above, City shall refund the Deposit in full; provided, however, that if City has not notified Developer within thirty (30) days after the expiration of the Term or date of termination, as applicable, of any unsatisfied obligations pursuant to Sections 5(d) or any pending matters covered by Section 5(d), then such matters shall be deemed satisfied.

(c) In the event a DDA is executed by the parties pursuant to the terms hereof, the Deposit shall be applied to the ultimate purchase price of the Site in accordance with the DDA; provided, however, that the DDA will set an agreed amount of deposit under that Agreement.

9. Real Estate Commission. No party shall be liable to any other party for any real estate commission or brokerage fees that may arise as a result of or pursuant to this Agreement. Each party represents to the other party that it has not engaged any broker, agent or finder in connection with this Agreement, and agrees to indemnify and hold the other party harmless from any claim by any broker or finder retained by, or claiming through, such party. The provisions of this Section 9 shall survive any termination or expiration of this Agreement.

10. Conflict of Interest.

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

(b) Each party represents that it has no actual knowledge of any financial or economic interest of any public officer or employee of City relating to this Agreement. Notwithstanding any other provision of this Agreement, if such interest becomes known, City may immediately terminate this Agreement.

11. Default.

(a) In the event Developer fails to expeditiously proceed in good faith with the due diligence activities required in order to complete the feasibility analysis

of the Project set forth in Section 4(a)(iv) and such default is not cured within fifteen (15) days after written notice delivered by City specifying the precise nature of the default, then City shall have the right to immediately terminate this Agreement upon written notice to Developer. In the event of such termination then City shall be entitled to retain the Deposit and the balance shall be refunded to Developer upon satisfaction of the requirements of Section 8(c). **IT IS EXPRESSLY UNDERSTOOD AND AGREED BETWEEN CITY AND DEVELOPER (A) THAT THE DEPOSIT IS A REASONABLE ESTIMATE OF DAMAGES CONSIDERING ALL THE CIRCUMSTANCES EXISTING ON THE DATE OF THIS AGREEMENT, INCLUDING THE RELATIONSHIP OF SUCH SUM TO THE RANGE OF HARM THAT REASONABLY COULD BE ANTICIPATED AND THE ANTICIPATION THAT PROOF OF ACTUAL DAMAGES WOULD BE COSTLY OR INCONVENIENT, AND (B) THAT CITY'S ACTUAL DAMAGES FOR ANY SUCH BREACH BY DEVELOPER HEREUNDER WOULD BE SUBSTANTIAL BUT EXTREMELY DIFFICULT TO ASCERTAIN.**

(b) In the event the City is in default of its obligations under this Agreement, Developer's sole and exclusive cumulative remedy will be to terminate this Agreement and have the Deposit refunded.

12. Notices. All notices required pursuant to the terms and conditions of this Agreement shall be in writing, unless an emergency situation dictates otherwise. 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, all fees pre-paid, (ii) transmitted by facsimile with confirmation of transmission (an original signed copy, via first-class U. S. Mail, shall follow facsimile transmissions), (iii) sent by U.S. mail via certified mail – return receipt requested, postal fees pre-paid or (iv) sent by email, each at the following addresses:

Notice to Developer:	G2 Capital Development 4700 S. Maryland Pkwy., Suite 150 Las Vegas, NV 89119 Attn: Frank Marretti frank@g2capdev.com
Notice to City:	City of Las Vegas c/o Office of Economic and Urban Development 495 South Main St., 6th Floor Las Vegas, Nevada 89101 Attn. William Arent Fax: (702) 385-3128 Email: barent@lasvegasnevada.gov
With a copy to:	City Attorney Office

City Hall
495 South Main, 6th Floor
Las Vegas, Nevada 89101
Attention: John Ridilla
Fax: (702) 386-1749
Email: jridilla@lasvegasnevada.gov

13. Publicity. The parties agree that neither party shall make any public announcement or any press release with respect to this Agreement or the Project without the consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Nothing in this Section 13 shall limit or prevent City from undertaking any actions required by Nevada's open meeting laws or from causing or allowing the release of information or dissemination of documents as may be required in connection with any administrative hearings or proceedings pertaining to the City's approval or implementation of this Agreement. Furthermore, Developer acknowledges that City is subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statutes ("Public Records Act") and all information in physical or electronic form or other form provided by Developer to City will be subject to disclosure under the Public Records Act; provided, however, City will not disclose any such information to any governmental authority unless specifically requested pursuant to the Public Records Act.

Notwithstanding the foregoing, Developer shall have the right to disclose any and all information to a governmental body or law enforcement agency which has been properly designated to collect information from the Developer about its planned Project and to Developer's consultants, agents, representatives, advisors, attorneys and potential lenders.

14. Assignment. Developer may not assign or transfer all or any part of its interest in this Agreement without first obtaining the written consent of City which consent may be granted or withheld at City's sole and unfettered discretion. Any transfer or assignment in violation of this Section 14 shall be null and void and constitute a default of this Agreement. Notwithstanding the foregoing, Developer shall have the right to assign its interest in this Agreement to an entity formed to develop the Project so long as the principals of Developer are the majority owners of such entity and control, directly or indirectly, such entity and such entity assumes Developer's obligations under this Agreement. Any such assignee shall provide a Certificate – Disclosure of Ownership/Principals in the format of Exhibit B attached hereto.

15. Time of the Essence. Time is of the essence in this Agreement and each and every term and provision hereof.

16. Interpretation; Governing Law. This Agreement shall be construed as if prepared by both parties. This Agreement shall be construed, interpreted and governed by the laws of the State of Nevada.

17. Entire Agreement; Amendments. This Agreement is intended by the parties to be the final expression of their agreement with respect to the subject matter hereof, and is intended as the complete and exclusive statement of the terms of the agreement between the parties. As such, this Agreement supersedes any and all prior understandings between the parties, whether oral or written. Any amendments to this Agreement shall be in writing and shall be signed by both parties hereto.

18. No Waiver. A waiver by either party hereto of a breach of any of the covenants or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

19. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors and permitted assigns.

20. Headings; Exhibits; Cross References. The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be used to construe, interpret, expand or limit the terms of this Agreement. All Exhibits attached to this Agreement and the Recitals at the beginning of this Agreement are incorporated herein by the references thereto. All references in this Agreement to Articles, Sections and Exhibits shall be to Articles, Sections and Exhibits of or to this Agreement, unless otherwise specified.

21. Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void, or against public policy for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void, or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the full extent permitted by law.

22. Performance of Acts on Business Days. Unless specifically stated to the contrary, all references to days herein shall be deemed to refer to calendar days. In the event that the final date for payment of any amount or performance of any act hereunder falls on a Saturday, Sunday or holiday, such payment may be made or act performed on the next succeeding business day.

23. No Third Party Beneficiaries. This Agreement is intended for the exclusive benefit of City and Developer and their respective permitted assigns and is not intended and shall not be construed as conferring any benefit on any third party or the general public.

24. Counterpart Signatures; Facsimile or Email Transmission. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. Delivery of this Agreement may be accomplished by facsimile or email transmission of this Agreement to the other party. In such event, the parties hereto shall promptly thereafter deliver to each

other executed counterpart originals of this Agreement.

25. City Obligations Limited. No obligation assumed by or imposed upon City by this Agreement or remedy granted or otherwise arising in, under or pursuant to this Agreement against City shall require the payment of money by City, or the performance of any action by City, the performance of which requires money from City, except to the extent that funds are available for such payment or performance from the City, appropriations therefor lawfully made by the City. This Agreement shall not be construed as obligating the City Council to make future appropriations for the payment of monies or for the performance of any obligations of City under this Agreement.

26. Disclosure of Principals. Developer represents and warrants that it has disclosed the ownership and principals of Developer on that certain "Certificate – Disclosure of Ownership/Principals" attached as Exhibit B hereto, and that it has a continuing obligation to update this disclosure whenever there is a material change in the information.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date set forth beneath their respective signatures below.

CITY:

CITY OF LAS VEGAS,
a Nevada municipal corporation

By _____
Carolyn G. Goodman, Mayor

Date of Execution: _____

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

_____ 11-17-20
Date

DEVELOPER:

G2 Capital Devco, LLC, a Nevada limited liability company

By _____

Name Frank J. Marretti III

Title: Manager

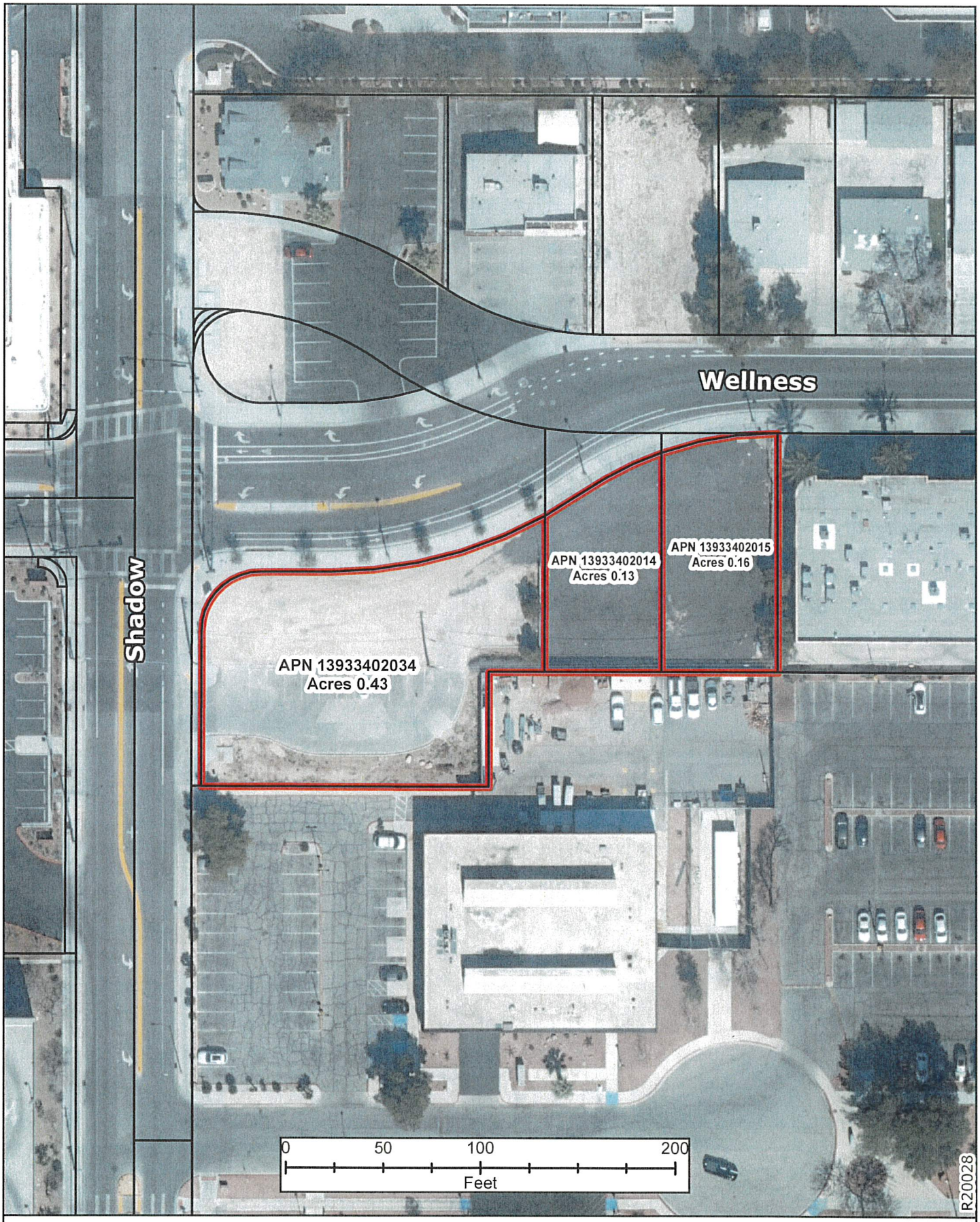
Date of Execution: _____

ENA G2 Capital – June 17, 2020 City Council meeting item No. ____

LIST OF EXHIBITS

EXHIBIT A - SITE DEPICTION

EXHIBIT B - DISCLOSURE OF PRINCIPALS



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05/21/20

EXHIBIT A

Economic and Urban Development Department

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

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 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: G2 Capital Devco, LLC, dba G2 Capital Development
Address: 4700 S. Maryland Pkwy., Suite 150, Las Vegas, NV 89119
Telephone: 702-242-4211
EIN or DUNS: 46-4057737

Block 2 Description
Real Estate Development Company

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.	Franko J. Marretti III -- Manager	4700 S. Maryland Pkwy, Suite 150, Las Vegas, NV 89119	702-242-4211
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 Franko J. Marretti III

Date 5-27-2020

Subscribed and sworn to before me this 27 day of May, 2020 by Franko Jiovanni Marretti III.

Notary Public

BRITNI HAIN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 08-8347-1
MY APPT. EXPIRES APRIL 24, 2023

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
65

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
Discussion for possible action regarding the adoption of the Second Amended and Restated Interlocal Agreement for the Southern Nevada Regional Planning Coalition (SNRPC) to update the name, purpose, membership and other related matters for the Board - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On March 21, 2000, the City of Las Vegas entered into an amended and restated interlocal agreement between Clark County, City of Boulder City, City of Henderson, City of North Las Vegas, and Clark County School District to form a regional planning coalition known as the Southern Nevada Regional Planning Coalition (SNRPC) pursuant to NRS 277, NRS 278, and a special act of the Legislature. At its November 24, 2020 meeting, the SNRPC Coalition Board approved a second amendment to the interlocal that formally amends: the name of the regional planning coalition to "Southern Nevada Council of Governments;" membership to include ex-officio members; powers and duties; budget authority; inapplicable or inoperable language; and other matters properly related thereto. The amended agreement will be adopted upon approval by the governing bodies of all entities party to the interlocal.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Second Amended and Restated Interlocal Agreement for the Southern Nevada Council of Governments

SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT FOR

THE SOUTHERN NEVADA COUNCIL OF GOVERNMENTS

THIS SECOND AMENDED AND RESTATED INTERLOCAL AGREEMENT is made and entered into this 24th day of November, 2020, by and between the COUNTY OF CLARK, the CITY OF LAS VEGAS, the CITY OF HENDERSON, the CITY OF NORTH LAS VEGAS, and the CITY OF BOULDER CITY, political subdivisions of the State of Nevada ("Member Entities").

WHEREAS, Southern Nevada continues to be one of the nation's fastest growing regions; and

WHEREAS, unprecedented growth creates tremendous challenges for local government to maintain an ongoing equilibrium between demands for public services generated by growth and the supply of revenues to finance those demands; and

WHEREAS, failing to meet these challenges will adversely impact such basic quality of life elements as economic prosperity, public safety, education, transportation, recreation and culture, the natural environment, and health care; and

WHEREAS, these challenges transcend governmental jurisdictional boundaries; and

WHEREAS, it is essential to preserve the unique qualities of individual communities as we continue to grow and develop; and

WHEREAS, intergovernmental collaboration has proven to be an efficient and effective approach to address many of these challenges; and

WHEREAS, it is of utmost importance to preserve and enhance the quality of life for the citizens and the future generations of Southern Nevada; and

WHEREAS, there is a need for collaboration and regional recommendations to address the challenges facing Southern Nevada, enumerated above; and

WHEREAS, Nevada Revised Statutes (NRS) § 278.02514 provides that in a county whose population is 700,000 or more, the board of county commissioners and the city council of each of at least the three largest cities in the county shall establish a regional planning coalition by cooperative agreement pursuant to NRS Chapter 277; and

WHEREAS, it was the legislative intent of the 70th Session (1999) of the Nevada Legislature to create a Regional Planning Coalition by Special Act for innovative strategies of planning and development, as well as statutes providing for the establishment of a coalition in certain counties, setting forth its powers and duties, requiring certain plans of local governments, regional agencies, states agencies, and public utilities to be reviewed, and other matters properly related thereto; and

WHEREAS, the Member Entities amended and restated the interlocal agreement for the formation of the Southern Nevada Regional Planning Coalition (SNRPC) in 2000; and

WHEREAS, in accordance with the § 7 of the Southern Nevada Regional Planning Coalition Act (Chapter 250, Statutes of Nevada, at page 1315), the Amended and Restated Interlocal Agreement for the Southern Nevada Regional Planning Coalition included the Clark County School District as a party; and

WHEREAS, the 79th (2017) Nevada Legislature repealed the Southern Nevada Regional Planning Coalition Act; and

WHEREAS, the repeal of the Southern Nevada Regional Planning Coalition Act necessitates the removal of the Clark County School District as a party to this interlocal agreement; and

WHEREAS, at SNRPC Board meetings and workshops in 2018 and 2019, and pursuant to the Strategic Planning Services scope of work, the SNRPC Board discussed possible roles, priorities, and issues of the SNRPC, including maintaining current functions and duties of SNRPC, restructuring or developing a type of alternative structure of the SNRPC based on other model organizations, or disbanding and transitioning the duties of SNRPC to other organizations; and

WHEREAS, after subsequent meetings and workshops of the SNRPC Board in 2020, the Member Entities desire to amend and restate this Interlocal Agreement that fulfills the requirements of a regional planning coalition pursuant to NRS Chapter 278.

NOW, THEREFORE, THE FOLLOWING HAVE BEEN MUTUALLY AGREED UPON BY ALL PARTIES:

1. **Name**. The Southern Nevada Regional Planning Coalition is hereby renamed the Southern Nevada Council of Governments ("SNCOG") and is the successor-in-interest to the Southern Nevada Regional Planning Coalition. Pursuant to NRS §§ 278.02507-278.02587, SNCOG is established as the regional planning coalition for the Comprehensive Regional Policy Plan Area.

2. **Definitions**.

   (a) "Member Entity" shall mean Clark County, the City of Las Vegas, the City of Henderson, the City of North Las Vegas, and the City of Boulder City.

   (b) The "Comprehensive Regional Policy Plan" shall mean the plan first adopted through the Southern Nevada Regional Planning Coalition and administered by the Regional Transportation Commission of Southern Nevada pursuant to NRS § 278.02528, and any subsequent amendments or newly created plan. The Comprehensive Regional Policy Plan as adopted at the time of this interlocal is entitled "Southern Nevada Strong."

   (c) The "Comprehensive Regional Policy Plan Area" shall mean the incorporated areas of Las Vegas, North Las Vegas, Henderson, and Boulder City, and the unincorporated urban areas of Clark County.

   (d) "Annual Work Plan" shall mean a plan that incorporates the proposed and budgeted activities for the upcoming fiscal year as discussed at an annual facilitated strategic workshop and approved by the SNCOG Board.

   (e) "Annual Report" shall mean a report developed for the SNCOG Board by SNCOG staff that summarizes the activities and accomplishments of the Annual Work Plan from the preceding year.

3. **Efficiency Committee Superseded.** Deleted by Amendment.

4. **Membership of the Governing Body of the Council ("SNCOG Board").**

(a) The membership of the SNCOG Board shall consist of two (2) elected officials appointed by the governing body of each of the following Member Entities:

i. Clark County

ii. City of Henderson

iii. City of Las Vegas

iv. City of North Las Vegas

(b) The membership of the SNCOG Board shall include one (1) elected official appointed by the governing board of the following Member Entity:

i. City of Boulder City

(c) The membership of the SNCOG Board may include one (1) representative appointed by the council, board, chief executive officer, or general manager of the following entities formed under the laws of the State of Nevada to serve as a non-voting, ex-officio member of the SNCOG Board:

i. Clark County School District

ii. Regional Transportation Commission of Southern Nevada

(d) Each Board member shall have one (1) vote, except for any non-voting ex-officio members. Approval of any item shall be by majority vote, unless otherwise specified within this Agreement or by the laws of the State of Nevada.

(e) A majority of the full voting membership of the SNCOG Board shall constitute a quorum.

(f) The term of each voting member of the SNCOG Board is coterminous with the member's term of elected office unless the governing body of the Member Entity that appointed the member rescinds the member's appointment to the SNCOG Board. The term of each non-voting member of the SNCOG Board shall be two (2) years.

(g) A vacancy on the SNCOG Board must be filled by the governing body, council, board, chief executive officer, or general manager entitled to appoint the member whose position is vacant. The term of a member appointed to fill a vacancy is the remainder of the term of the member whose position is vacant.

5. **Meetings and Notice.**

(a) The SNCOG Board shall establish a calendar of regular meetings at a time and place designated by the Chair but shall have a minimum of four (4) regular meetings per year. All regular and special meetings of the SNCOG Board shall be noticed in the manner prescribed by the Nevada Open Meeting Law (NRS Chapter 241).

(b) The SNCOG Board may hold special meetings as often as the needs of the Board require, in the manner described by the Rules of Practice and Procedure, upon notice to each member.

6. **Officers**. The officers of the SNCOG Board shall consist of a Chair and Vice-Chair selected from the Member Entities, elected for a two-year term at the first meeting of each odd numbered calendar year. The Chair and Vice-Chair shall not be from the same Member Entity.

7. **Staff.** The SNCOG Board may employ persons or contract for services necessary to carry out the provisions of NRS §§ 278.02528 to 278.02577 and other responsibilities as set forth in this Agreement, whose duties shall be established by the Board or within the Rules of Practice and Procedure. Such employees or contractors may include, without limitation, an Executive Director, Secretary, legal counsel, or other assistants or staff the Board deems necessary.

   (a) The SNCOG Board may request any Member Entity to provide staff support for any SNCOG staff position.

   (b) Any contract for services entered into pursuant to this Section must comply with the provisions of Section 14.

8. **Technical Committee** – Deleted by Amendment.

9. **Powers of the SNCOG.**

   (a) The SNCOG shall comply with all applicable statutory requirements for a regional planning coalition, including those set forth in NRS § 278.02507 through § 278.02598, and all applicable provisions of the Nevada Administrative Code, as amended from time to time.

   (b) The SNCOG Board shall adopt rules ("Rules of Practice and Procedure") to govern the affairs of the SNCOG and the meetings of the Board as it deems necessary and shall amend such rules as necessary.

   (c) The SNCOG Board shall conduct an annual facilitated strategic workshop at one of its regularly scheduled meetings to identify, consider, and prioritize regional policy issues as part of an Annual Work Plan, including:

      i. Significant regional planning and policy issues within the Comprehensive Regional Policy Plan Area.

      ii. A Project of Regional Significance within the Comprehensive Regional Policy Plan Area, as defined in the Rules of Practice and Procedure.

      iii. Specifically identified issues from the Comprehensive Regional Policy Plan that may be of importance to the Member Entities.

      iv. Issues described within an Annual Report developed for the Board, as well as new emerging issues to be contemplated at the workshop.

      v. Recommended activities, areas of study, or regional policy changes for the benefit of the Member Entities to be included in the Annual Work Plan.

      vi. Establishment of standardized population projections and consensus population estimates.

   (d) The SNCOG Board shall approve a budget pursuant to Section 13 that is consistent with the outcomes of the annual facilitated strategic workshop and Annual Work Plan.

10. **Clearinghouse Responsibility** – Deleted by Amendment.

11. **Procedures** – Deleted by Amendment.

12. **Committees and Subcommittees.** The SNCOG Board may form and appoint such committees and subcommittees from time to time with such duties as may be designated by the Board. Committees and subcommittees shall have such members and duties as may be determined from time to time by the SNCOG Board.

13. **Budget Authority.**

    (a) The SNCOG Board shall approve an annual budget on or before of each year and shall recommend the apportionment of costs among the Member Entities proportional to the Member Entities' share of the population as determined from the most recent consensus Southern Nevada population estimate.

    (b) The recommended apportioned costs shall be submitted to the governing bodies of the Member Entities for approval. Upon approval by each Member Entity, funds to cover that Member Entity's share of costs shall be deposited into a separate account to be maintained by Clark County. Each Member Entity agrees to pay its approved share of annual budget expenses during the term of this Agreement.

    (c) Clark County shall furnish an independent audit upon request of the SNCOG Board. Such an independent audit shall not occur more than one (1) time each year.

    (d) The SNCOG may apply for and accept grants or donations from other Federal, state, regional, or local governments, private sector donors, or non-profits.

    (e) The affirmative vote of 2/3 of the members of the SNCOG Board present is necessary to pass an action relating to:

        i. A budgetary matter or a matter which involves an expenditure of public money;

        ii. A contract or other instrument that creates a binding legal obligation on a public entity; or

        iii. The acceptance of grants or donations from other Federal, state, regional, or local governments, private sector donors, or non-profits.

14. **Professional Services.** In the exercise of its powers, the SNCOG may contract with any person or public or private entity to provide professional support services for the SNCOG. All contracts for outside professional services shall be approved by the SNCOG Board, prepared pursuant to the Rules of Practice and Procedure, and shall conform to the budget. Support services may include, but are not limited to the following:

    (a) Administrative or legal support.

    (b) Regional facilitation, strategic planning, and policy outreach to constituents, elected officials, and other leaders to promote the efforts of the SNCOG Board.

    (c) Coordination of efforts on behalf of the SNCOG with all participating Member Entities;

    (d) Any other professional and technical consultants, as needed.

15. **Term of the Agreement**. This Agreement shall continue until terminated.

16. **Termination.** This Agreement may be terminated by the adoption of a resolution to that effect by 2/3 of the governing bodies of all Member Entities. Such termination shall not take effect until all outstanding debts or contractual obligations of the SNCOG have been fulfilled and one hundred and eighty (180) days have passed from the adoption of such resolution by the fourth Member Entity.

17. **Amendments.** This Agreement may be amended by approval of such amendment by the governing bodies of all Member Entities.

18. **Effective Date.** The effective date of this Agreement shall be the date on which the governing body of the last Member Entity approves this Agreement.

19. **Applicable Law.** The laws of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement.

20. **Headings; Cross-References.** The headings and captions used in this Agreement are for convenience and ease of reference only and shall not be sued to construe, interpret, expand or limit the terms of this Agreement. All references in this Agreement to sections shall be to sections of this Agreement, unless otherwise specified.

21. **Counterparts; Electronic Delivery.** This Agreement may be executed in counterparts. All such counterparts will constitute the same instrument and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart, each of which shall be an original and all of which shall together constitute one and the same instrument. 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.

22. **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or should be construed, to confer upon or give any person or entity not a party to this Agreement any third-party beneficiary rights, interests, or remedies under or by reason of any term, provision, condition, undertaking, warranty, representation, or agreement contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives on the day and in the year first above written.

Clark County:

Attest: Lynn Marie Goya, County Clerk	Marilyn Kirkpatrick, Chairwoman	Date

City of Henderson:

Attest: Sabrina Mercadante, City Clerk	Debra March, Mayor	Date

City of Las Vegas:

Attest: LuAnn Holmes, City Clerk	Carolyn G. Goodman, Mayor	Date

City of North Las Vegas:

Attest: Catherine Raynor, City Clerk	John Lee, Mayor	Date

City of Boulder City:

Attest: Lorene Krumm, City Clerk	Kiernan McManus, Mayor	Date

APPROVED AS TO FORM

12/1/20

Seth T. Floyd Date
Deputy City Attorney

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
66

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

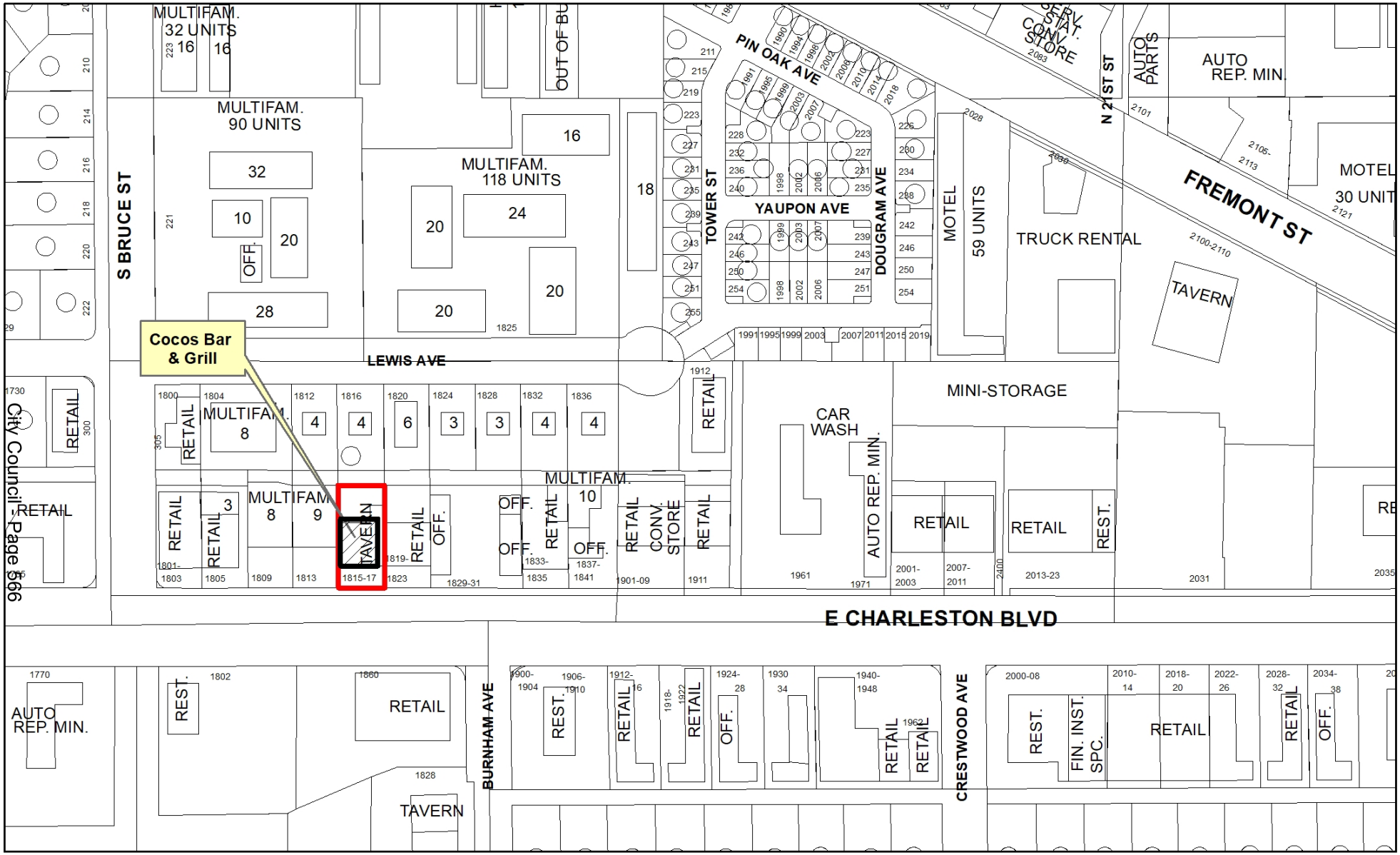
SUBJECT:
Discussion for possible action regarding a Tavern License for MORINOS ENTERPRISES, LLC dba COCOS BAR & GRILL at 1815 East Charleston Boulevard [Ruben Moreno, Managing Member] - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
Discussion for possible action regarding a Tavern License.

RECOMMENDATION:
Recommendation to be provided following the discussion of this item at the City Council meeting.

BACKUP DOCUMENTATION:
1. Location Map



Freeways
Subject Property
City Limits
Site Location

Cocos Bar & Grill

1815 East Charleston Boulevard

Ward #3

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, October 27, 2020

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
67

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

SUBJECT:
BOARD AND COMMISSIONS:

Discussion for possible action regarding the appointment of Thomas Perrigo to the Board of Directors of City Parkway V, Inc.

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
City Parkway V, Inc. was created to engage in, advance, support, and promote the health and welfare of the City of Las Vegas and its citizens through the acquisition and disposition of property located therein exclusively for public purposes. Directors hold office until a successor is appointed unless earlier termination by death, resignation, removal, disqualification, or good cause. Procedure for this Board is appointment by the City Council, which will fill the vacancy created by the resignation of Scott D. Adams. The Economic and Urban Development Department recommends approval.

RECOMMENDATION:
Options are to appoint Mr. Perrigo or direct staff to bring forward an item to a future meeting to appoint a new nominee.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
68

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

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of Thomas Perrigo to the Board of Directors of the Las Vegas Medical District Corporation, the Board of Directors of the Community Cure, Inc., and the Board of Directors of the Study Hub, Inc.

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Las Vegas Medical District Corporation, the Community Cure, Inc., and the Study Hub, Inc. were created to promote the economic development and health and welfare of the City of Las Vegas, Nevada and its citizens. Directors hold office until a successor is appointed unless earlier termination by death, resignation, removal, disqualification, or good cause. This appointment will fill the vacancy created by the resignation of Scott D. Adams.

RECOMMENDATION:
Approve the appointment of Mr. Perrigo to the aforementioned Boards or direct staff to bring back an item to a future meeting to appoint another nominee.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
69

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

SUBJECT:
BOARD AND COMMISSIONS:

Discussion for possible action regarding the appointment of Thomas Perrigo to the Board of Directors of the Las Vegas Economic Recovery Corporation, formerly known as 495 Main Corporation

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Las Vegas Economic Recovery Corporation was created for the purpose of advancing, supporting and promoting the health and welfare of the City of Las Vegas through the acquisition and disposition of property located therein specifically for the public purpose of economic development. Directors hold office until a successor is appointed unless earlier termination by death, resignation, removal, disqualification, or good cause. This appointment will fill the vacancy created by the resignation of Scott D. Adams.

RECOMMENDATION:
Approve the appointment of Mr. Perrigo or direct staff to bring back an item to a future meeting to appoint another nominee.

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
70

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

SUBJECT:
BOARDS & COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Brendan Gaughan to the Audit Oversight Committee

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City of Las Vegas Audit Oversight Committee was created by City Council Resolutions R-49-98 and R-117-98 for the purpose of overseeing various aspects of the City's internal audit function. Two members must be specifically identified members of the City Council and three members must be from the community at large. There is no City residency requirement and no limit to the number of two-year terms which may be served. Ms. Melanie Rollo's term expired on December 7th and she no longer wishes to serve, leaving a vacancy on the board for a community member. Mr. Gaughan is eligible and wishes to be appointed.

RECOMMENDATION:
Procedure for this Committee requires appointment/reappointment by the Mayor with ratification by the City Council. Options are to appoint Mr. Gaughan or direct staff to bring forward an item to a future meeting to appoint a new nominee.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

AUDIT OVERSIGHT

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**VACANT**		
2.	**COUNCILWOMAN VICTORIA SEAMAN**	7-17-2019	7-17-2021
3.	**ERIC PREISS** Director Nevada Film Office	5-15-2019	5-15-2021
4.	**MELANIE ROLLO** CPA/Auditor Ellsworth & Stout, CPAs	12-7-2016 (Reapp. 12-5-2018)	12-7-2020
5.	**JOSEPH THRONEBERRY, CFE, CFCI** Manager, Security & Investigations Cox Enterprises, Inc Enterprise Security & Investigations Team	4-6-2016 (Reapp. 5-16-2018) (Reapp 5-20-2020)	4-6-2022

AUTHORITY: Created by Resolution R-49-98, 5-26-98 (Member Amendment - Resolution R-117-98,12-7-98). (By-Laws Amended 8-17-2004 by Audit Oversight Committee; removed term limits.)

MEMBERS: 5 MEMBERS appointed by the Mayor subject to ratification by the City Council (Two specifically identified members of the City Council and three members of the community-at-large)

TERM: Members shall each serve a term of two years, or until a successor is appointed. No limit to number of terms. Members may be removed and replaced by the Mayor, subject to Council ratification

NOTES: NO CITY RESIDENCY REQUIREMENT
NO FINANCIAL DISCLOSURE REQUIRED

PURPOSE: The Committee shall have responsibility and authority to perform the following:

- Review and evaluate public reports generated by the internal audit function;
- Evaluate the general effectiveness of the audit program no less often than annually;
- Discuss potential audit assignments and give direction to the City Manager and City Auditor concerning current assignments and anticipated assignments for the upcoming twelve months;
- As individual Committee members and as deemed appropriate, interview applicants for the position of City Auditor and, as a Committee, provide recommendations with regard to the appointment;
- Provide recommendations concerning potential changes to the City Charter concerning the audit function;
- Oversee and reinforce compliance to the City's Internal Audit Policy; and
- Provide such other guidance as necessary in promoting the effectiveness of the audit function.

MEETINGS: The Committee shall meet with the City Auditor and City Manager not less than once per quarter; meetings are subject to the provisions of the Open Meeting Law.

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
71

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2020-37 - For possible action - Amends LVMC Chapter 6.69, relating to the regulation of reflexology, to update and clarify a number of provisions so as to be consistent with State law, and to establish new recordkeeping and operational requirements for reflexology establishments. Proposed by: Robert Summerfield, Director of Planning

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 6.69, relating to the regulation of reflexology, to update and clarify a number of provisions so as to be consistent with State law, and to establish new recordkeeping and operational requirements for reflexology establishments. The bill is intended to benefit the City, licensees and clients regarding the operations of reflexology establishments in relation to the public health, safety and welfare.

RECOMMENDATION:
ADOPTION at the 12/16/2020 City Council Meeting, pursuant to the 11/30/2020 Recommending Committee Meeting.

First Read – 11/18/2020 First Publication – 12/3/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-37

BILL NO. 2020-37

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 6.69, RELATING TO THE REGULATION OF REFLEXOLOGY, TO UPDATE AND CLARIFY A NUMBER OF PROVISIONS SO AS TO BE CONSISTENT WITH STATE LAW, ESTABLISH NEW RECORDKEEPING AND OPERATIONAL REQUIREMENTS FOR REFLEXOLOGY ESTABLISHMENTS, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert Summerfield, Director of Planning

Summary: Amends LVMC Chapter 6.69, relating to the regulation of reflexology, to update and clarify a number of provisions so as to be consistent with State law, and to establish new recordkeeping and operational requirements for reflexology establishments.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 69, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 5, reading as follows:

6.69.005: (A) The City Council hereby finds that reflexology establishments seriously affect the economic, social and moral well-being of the City and its residents, that such businesses must be regulated strictly for the welfare of the public, and that such businesses must therefore comply with LVMC Chapter 6.06, as well as the provisions of this Chapter. Although the Nevada Legislature has removed the ability of the City to regulate reflexologists as to their qualifications and practices, the City retains its authority to:

(1) Require reflexologists and reflexology establishments to obtain a City business license; and

(2) Regulate the manner in which reflexology establishments themselves may operate.

(B) Except as otherwise provided in this Subsection (B) and this Chapter, the issuance and governance of individual reflexologist licenses, including those for independent reflexologists, shall be in accordance with LVMC Chapter 6.02. The issuance and governance of licenses for reflexology establishment licensee practitioners shall be in accordance with LVMC Chapter 6.06 and this Chapter.

SECTION 2: Title 6, Chapter 69, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.010: Unless the context otherwise requires, the following words, as they appear in this Chapter, shall have the meanings ascribed to them in this Section:

"Employee" means any person who performs reflexology as a bona fide employee of a reflexology business.

"Independent reflexologist" means a reflexologist who is not an employee of a reflexology establishment, is a sole practitioner, and hires no employees.

"Outcall service" means reflexology given or provided off the premises of a licensed reflexology business.

"Reflexologist" means any person who, for consideration, engages in the practice of reflexology.

"Reflexology" means a method of using the hands, thumbs or fingers to apply specific pressure to reflex points located in the hands, feet or ears.

"Reflexology establishment licensee practitioner" means the licensee of a reflexology establishment who performs reflexology.

"Sexual activity" means:

(1) Sexual intercourse;

(2) Rubbing against a client for sexual gratification;

(3) Making sexual advances toward a client;

(4) Demanding or requesting sexual favors from a client;

(5) Kissing, hugging, touching, fondling or caressing of a sexual nature;

(6) Encouraging masturbation or any other sex act in the presence of a licensee or other person performing reflexology;

(7) Masturbation or any other sex act by the licensee or other person performing reflexology;

(8) Suggesting or discussing the possibility of beginning a sexual relationship before

the professional relationship ends;

(9) Terminating the professional relationship with the client for the purpose of pursuing a sexual relationship;

(10) Discussing the sexual history, preference or fantasies of the licensee or other person performing reflexology;

(11) Any behavior, gesture or expression that may reasonably be interpreted as seductive or sexual; or

(12) Showing a client sexually explicit photographs.

"Specified anatomical area" means:

(1) Genitals;

(2) Pubic region;

(3) Buttocks; or

(4) Female breast.

SECTION 3: Title 6, Chapter 69, Section 30, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.030: **[**(A) Without first obtaining and thereafter maintaining a valid unexpired license for that activity pursuant to this Title, no person shall engage in, conduct or carry on:

(1) The operation of a reflexology business; or

(2) The performance of reflexology services for consideration.

(B) A reflexology business licensee shall not permit any person to perform reflexology services for consideration upon the licensee's business premises unless that person has a valid unexpired license to perform those services.**]** <u>No person shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, in or upon any premises, the operation of a reflexology establishment, or the performance of reflexology as a reflexologist or a reflexology establishment licensee practitioner, without first obtaining and thereafter maintaining a valid unexpired license for that activity pursuant to this Chapter.</u>

SECTION 4: Title 6, Chapter 69, Section 40, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.040: (A) Each reflexology [business] establishment must pay in advance an annual license fee of one hundred dollars[.], together with the additional license fees for professional employees described in LVMC 6.04.060. As an alternative to paying the license fees for professional employees, an establishment may elect to require those employees to pay a license fee as if they were independent reflexologists under Subsection (B), in which case each such employee must do so.

(B) Each [person licensed to perform reflexology] independent reflexologist and reflexology establishment licensee practitioner must pay in advance an annual license fee of seventy-five dollars.

SECTION 5: Title 6, Chapter 69, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.050: [Except as otherwise provided in LVMC 6.69.140, no person may perform reflexology services for consideration other than on the premises of a licensed reflexology business.]

(A) An independent reflexologist license authorizes the licensee to:

(1) Administer reflexology to a client in a licensed reflexology establishment;

(2) Administer reflexology to a client at the client's temporary or permanent residence, transient lodging or at the client's place of business; and

(3) Advertise as an independent reflexologist.

(B) An independent reflexologist licensee must comply with all applicable provisions of the City zoning regulations.

SECTION 6: Title 6, Chapter 69, Section 60, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.060: Each applicant for a license [to perform a reflexology business shall submit, in connection with the license application, one of the following issued in the applicant's favor:

(A) A diploma or certification issued by a duly licensed school of reflexology:

(1) Which is accredited by an independent national reflexology association; and

(2) Whose curriculum includes a minimum of one hundred ten hours of instruction covering theory, history, application, anatomy and physiology corresponding to reflexology, business practices, and knowledge of pertinent State and local laws; and a minimum of ninety hours of practicum; or

(B) A certification from an independent national reflexology testing entity which is not aligned with any school, training program or membership.] under this Chapter shall provide to the Department proof of temporary or permanent licensure by the Nevada State Board of Massage Therapy.

SECTION 7: Title 6, Chapter 69, Section 70, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.070: In connection with a license application [under this Chapter,] for a reflexology establishment, each principal of [a business] the reflexology establishment shall submit to investigation by Metro on standard forms established by the Department and pay the standard investigation fee.

SECTION 8: Title 6, Chapter 69, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.080: (A) Upon receipt of a complete application for a reflexology establishment license and a report concerning Metro's investigation for suitability, the Director shall approve, deny, or take such other action concerning the license application as the Director considers appropriate. The Director may deny, revoke or suspend a license for good cause, which includes but is not limited to the grounds set forth in LVMC 6.02.090 and LVMC 6.02.330 to 6.02.360, inclusive.

(B) With regard to an application for a license for a reflexologist, the Director shall issue a license to perform reflexology to an applicant upon the acceptance of a completed application, payment of appropriate license fees, and proof of a valid unexpired reflexologist license issued by the Nevada Board of Massage Therapy. However, the Director may deny, refuse to renew, or revoke an application for a license to perform reflexology for the following reasons:

(1) The applicant or licensee fails to possess or maintain a valid unexpired reflexologist license issued by the Nevada State Board of Massage Therapy.

(2) The applicant or licensee has been convicted of a charge of solicitation of prostitution during the three-year period immediately preceding the Director's action.

SECTION 9: Title 6, Chapter 69, Section 90, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.090: It is unlawful for a reflexology business licensee or a person acting for the licensee to employ any person, whether as an employee or under contract, to perform reflexology unless that person[:

(A) Is at least eighteen years of age; and

(B) Is in compliance with LVMC 6.69.100.] is at least eighteen years of age.

SECTION 10: Title 6, Chapter 69, Section 110, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.110: It is unlawful for any licensee, principal or employee of a reflexology establishment to:

(A) Operate from a residentially zoned location except in compliance with LVMC Title 19;

(B) Dispatch any person to perform outcall service unless that person is an employee of, or has been contracted by, the licensee and is licensed to perform reflexology under this Chapter;

(C) Perform massage as defined in LVMC Chapter 6.52 unless the licensee possesses a valid unexpired license to do so at the location in question;

(D) Advertise as a massage establishment, outcall entertainment service, or other business in a manner which would be deceptive to members of the community;

(E) Employ to perform massage, as defined in LVMC Chapter 6.52, any massage therapist or independent massage therapist who is licensed as such under that Chapter, unless the holder of the reflexology business license also possesses a valid unexpired massage establishment license under that Chapter;

(F) Engage in sexual activity with, or solicit sexual activity from, a client in connection with the performance of reflexology;

(G) Allow a person to engage in or solicit sexual activity in violation of Subsection (F)

above;

(H) Engage in false, deceptive or misleading advertising regarding the services available within a reflexology establishment, including, without limitation, false, deceptive or misleading advertising regarding the training that a reflexology establishment licensee, principal or employee has received;

(I) Utilize any audio or video recording device for any purpose in a room where reflexology is being performed;

(J) Fondle or touch with any part of the body, or allow any other person to fondle or so touch, any specified anatomical area of a client; or

(K) Require or allow a client to remove any article of clothing, other than [outerwear or clothing items] coats, shoes, socks and gloves whose removal is necessary for the performance of reflexology.

SECTION 11: Title 6, Chapter 69, Section 120, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.69.120: The following requirements apply to all reflexology establishments:

(A) Every reflexology establishment and all licensed reflexologists shall post the licenses required by this Chapter in a prominent place in the reception area of the establishment.

(B) The licensee, or a person designated by the licensee of a reflexology establishment, shall maintain a current register of all persons employed or contracted by the establishment [as reflexologists and their license numbers. Such register shall be open for inspection by agents of the Department, Metro and the Health District at all times the establishment is open for the conduct of business.] to perform any function or service within the establishment, whether or not related to the provision of reflexology. The register must show each such person's full legal name, as well as each alias or nickname used by that person; the person's date of birth; the person's title or function; and each applicable State and City license and registration held by that person. The register must be updated to include any such person before the person is allowed on the premises. At all times the establishment is open for business, the register shall be made available upon request to representatives of the Department, Metro, and any other regulatory agency having jurisdiction. In addition, each reflexology establishment is responsible for ensuring that any person entering the establishment in any

capacity is in possession of valid identification issued by a government entity to and regarding that person.

(C) At least one qualified person shall be on the premises of a reflexology establishment at all times the establishment is in operation. For purposes of the preceding sentence, a "qualified person" means a principal who has been approved for suitability pursuant to LVMC 6.69.070 and 6.69.080 or a manager who has been approved for suitability pursuant to those Sections as in the case of a principal.

(D) Rates for all services shall be prominently posted in the reception area in a location and manner readily visible to prospective and actual clients.

(E) Each reflexologist shall wear a uniform similar in nature and appearance to medical scrubs.

(F) Exterior windows shall not be tinted or covered in any manner that prevents a view of the inside of the establishment from the exterior.

(G) All front reception, hallway and front exterior doors (except back or rear exterior doors used only for employee entrance to and exit from the reflexology establishment) shall be kept unlocked during business hours. No electronic locking device may be utilized on any interior door.

(H) [No reflexology may be performed within any cubicle, room, booth or other area of the reflexology establishment which is fitted with a door, unless that door is an exterior door. Establishments in existence on the effective date of the ordinance codified in part in this Section must comply with this Section by removing doors to rooms or areas where reflexology is performed, and the doorways shall remain unobstructed.

(I)] Reflexology establishments licensed after the effective date of the ordinance codified in part in this Section shall provide or permit reflexology only within an unenclosed room defined by walls not taller than three feet in height, as measured from the finished floor of the occupied space.

[(J)] (I) Except as otherwise specifically permitted by action of the City Council, no person shall operate a reflexology establishment or perform reflexology for consideration (whether outcall service or otherwise) outside of the hours of 6:00 a.m. to 10:00 p.m.

SECTION 12: Title 6, Chapter 69, Sections 100, 130 and 140, of the Municipal Code of

the City of Las Vegas, Nevada, 1983 Edition, are hereby repealed in their entirety.

SECTION 13: 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 14: 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 15: 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 _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-2-2020
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 _____, 2020, 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 _____, 2020, 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: December 16, 2020

Agenda Item No.:
72

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2020-38 - For possible action - Amends various provisions of LVMC Chapter 6.52 to clarify licensing requirements for massage therapists, and establish new recordkeeping and operational requirements for massage establishments. Proposed by: Robert Summerfield, Director of Planning

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend various provisions of LVMC Chapter 6.52 to clarify licensing requirements for massage therapists, and establish new recordkeeping and operational requirements for massage establishments. The bill is intended to benefit the City, licensees and clients regarding the operations of massage establishments in relation to the public health, safety and welfare.

RECOMMENDATION:
FORWARDED with no recommendation to the Full Council of the 12/16/2020 City Council Meeting, pursuant to the 11/30/2020 Recommending Committee Meeting.

First Read – 11/18/2020 First Publication – 12/3/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-38
2. Backup Submitted from the November 30, 2020 Recommending Committee Meeting
3. Bill No. 2020-38, Proposed First Amendment

BILL NO. 2020-38

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROVISIONS OF LVMC CHAPTER 6.52 TO CLARIFY LICENSING REQUIREMENTS FOR MASSAGE THERAPISTS, ESTABLISH NEW RECORDKEEPING AND OPERATIONAL REQUIREMENTS FOR MASSAGE ESTABLISHMENTS, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert Summerfield, Director of Planning

Summary: Amends various provisions of LVMC Chapter 6.52 to clarify licensing requirements for massage therapists, and establish new recordkeeping and operational requirements for massage establishments.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 52, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.010: (A) The City Council hereby finds that massage establishments seriously affect the economic, social and moral well-being of the City and its residents, that such businesses must be regulated strictly for the welfare of the public, and that such businesses must therefore comply with LVMC Chapter 6.06, as well as the provisions of this Chapter. Although the Nevada Legislature has removed the ability of the City to regulate massage therapists as to their qualifications and practices, the City retains its authority to:

[(A)] (1) Require massage therapists and massage establishments to obtain a City business license; and

[(B)] (2) Regulate the manner in which massage establishments themselves may operate.

(B) Except as otherwise provided in this Subsection (B) and LVMC 6.52.180, the issuance and governance of individual massage therapist licenses, including those for independent massage therapists, shall be in accordance with LVMC Chapter 6.02. The issuance and governance of licenses for massage establishment licensee practitioners shall be in accordance with LVMC Chapter 6.06 and this

Chapter.

SECTION 2: Title 6, Chapter 52, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.050: (A) Each massage establishment must pay in advance an annual license fee of four hundred dollars, together with the additional license fees for professional employees described in LVMC 6.04.060. As an alternative to paying the license fees for professional employees, an establishment may elect to require those employees to pay a license fee as if they were independent massage therapists under Subsection (B), in which case each such employee must do so. A massage establishment with separate facilities for men and women shall be considered a single massage establishment and shall be charged a single license fee every year.

(B) Each independent massage therapist and massage establishment licensee practitioner must pay in advance an annual license fee of two hundred dollars.

SECTION 3: Title 6, Chapter 52, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.080: The licensee or principal of a massage establishment shall maintain a register of all persons who at any time are employed or contracted [as massage therapists and their City and State license numbers. Such register must be made available upon request to representatives of the Department or Metro during regular business hours.] to perform any function or service within the establishment, whether or not related to the provision of massage therapy. The register must show each such person's full legal name, as well as each alias or nickname used by that person; the person's date of birth; the person's title or function; and each applicable State and City license and registration held by that person. The register must be updated to include any such person before the person is allowed on the premises. At all times the establishment is open for business, the register shall be made available upon request to representatives of the Department, Metro, and any other regulatory agency having jurisdiction. In addition, each massage establishment is responsible for ensuring that any person entering the establishment in any capacity is in possession of valid identification issued by a government entity to and regarding that person.

SECTION 4: Title 6, Chapter 52, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.160: An applicant for a license under this Chapter shall provide to the Department [evidence of a valid health permit or health card issued by the Health District, if and to the extent required by the Health District, and] proof of temporary or permanent licensure by the Nevada State Board of Massage [Therapists.] Therapy.

SECTION 5: Title 6, Chapter 52, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.180: (A) Except as otherwise provided in this Section, the Director shall issue a license to perform massage therapy to an applicant upon the acceptance of a completed application, payment of appropriate license fees, proof of a valid unexpired massage therapist license issued by the Nevada Board of Massage [Therapists, and a valid health card issued by the Health District, if one is required by the Health District.] Therapy.

(B) The Director may deny, refuse to renew, or revoke an application for a license to perform massage therapy for the following reasons:

(1) The applicant or licensee fails to possess or maintain a valid unexpired massage therapist license issued by the Nevada State Board of Massage [Therapists.] Therapy.

(2) The applicant or licensee has been convicted of a charge of solicitation of prostitution during the three-year period immediately preceding the Director's action.

SECTION 6: 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 7: 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 8: 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 _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-2-2020
_____
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 _____, 2020, 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 _____, 2020, 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

Gaby Portillo

From: Kerry E. Kleiman <kkleiman@rrblf.com>
Sent: Tuesday, November 24, 2020 6:50 PM
To: Meeting Comments
Subject: Comment re: Recommending Committee Nov. 30 Meeting, Item #5 (Bill 2020-38 amending LVMC 6.52)

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Good evening,

I am writing in advance of the November 30, 2020 Recommending Committee Meeting to be held at 10:00AM to request further amendment of Bill 2020-38, which is Agenda Item 5.

Currently, the definition of "Licensed Medical Professional" in LVMC 6.52.020 includes medical providers licensed under NRS Sections 630, 630A, 633, and 634. Unfortunately, this definition fails to include licensed physical therapists pursuant to NRS 640. Soft tissue mobilization and/or manual therapy are integral components of a physical therapist's scope of practice, however, these interventions would arguably fall within the definition of "Massage Therapy" set forth in NRS 640C.060(1)(g). Therefore, without specifically and expressly exempting licensed physical therapists from LVMC 6.52.020, Las Vegas PTs are left in a gray area regarding appropriate business licensing requirements.

Accordingly, I am asking that the Committee recommend to the City Council the amendment of proposed bill 2020-38 to include the following:

> SECTION 1.5: Title 6, Chapter 52, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:
> **6.52.020:** "Licensed medical professional" means a licensed physician pursuant to NRS 630, a licensed homeopathic physician pursuant to NRS 630A, a licensed osteopathic physician pursuant to NRS 633, ~~or~~ a licensed chiropractor pursuant to NRS 634, or a licensed physical therapist pursuant to NRS 640.

There would be no adverse impact (fiscal or otherwise) to the City for making this amendment, and the amendment would bring the Las Vegas Code into agreement with the codes of Clark County, North Las Vegas, and Henderson.

Thank you for your thoughtful consideration of this requested amendment, which would provide clarity and uniformity to the valley's physical therapists.

Sincerely,

REID RUBINSTEIN BOGATZ
Attorneys at Law

Kerry E. Kleiman, Esq.
ATTORNEY
Bank of America Plaza | 300 South 4th Street, Suite 830 | Las Vegas, Nevada 89101
702.776.7002 Direct | 917.678.0673 Mobile | 702.776.7900 Fax
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Submitted At
Recommending Meeting
Item 5
by Kerry Kleiman
Comment

PROPOSED FIRST AMENDMENT

BILL NO. 2020-38

ORDINANCE NO. _____

AN ORDINANCE TO AMEND VARIOUS PROVISIONS OF LVMC CHAPTER 6.52 TO CLARIFY LICENSING REQUIREMENTS FOR MASSAGE THERAPISTS, ESTABLISH NEW RECORDKEEPING AND OPERATIONAL REQUIREMENTS FOR MASSAGE ESTABLISHMENTS, AND PROVIDE FOR OTHER RELATED MATTERS.

Proposed by: Robert Summerfield, Director of Planning

Summary: Amends various provisions of LVMC Chapter 6.52 to clarify licensing requirements for massage therapists, and establish new recordkeeping and operational requirements for massage establishments.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 52, Section 10, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.010: (A) The City Council hereby finds that massage establishments seriously affect the economic, social and moral well-being of the City and its residents, that such businesses must be regulated strictly for the welfare of the public, and that such businesses must therefore comply with LVMC Chapter 6.06, as well as the provisions of this Chapter. Although the Nevada Legislature has removed the ability of the City to regulate massage therapists as to their qualifications and practices, the City retains its authority to:

[(A)**]** (1) Require massage therapists and massage establishments to obtain a City business license; and

[(B)**]** (2) Regulate the manner in which massage establishments themselves may operate.

(B) Except as otherwise provided in this Subsection (B) and LVMC 6.52.180, the issuance and governance of individual massage therapist licenses, including those for independent massage therapists, shall be in accordance with LVMC Chapter 6.02. The issuance and governance of licenses for

massage establishment licensee practitioners shall be in accordance with LVMC Chapter 6.06 and this Chapter.

SECTION 2: Title 16, Chapter 2, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.020: Unless the context otherwise requires, the following words, as they appear in this Chapter, shall have the meanings ascribed to them in this Section:

"Ancillary medical massage therapy" means the provision of massage therapy by a massage therapist which is licensed by the City and State, limited to one room dedicated to massage therapy no larger than one hundred fifty square feet, which is incidental to the primary medical services provided by a licensed medical professional at such professional's licensed place of business.

"Chair massage therapy" means massage therapy administered by a massage therapist to the neck, shoulders, back, arms, hands and feet of a fully clothed client utilizing a massage chair.

"Employee" means any massage therapist who is a bona fide employee of a massage establishment.

"Independent massage therapist" means a massage therapist who is not an employee of a massage establishment, is a sole practitioner, and hires no employees.

"Licensed medical professional" means a **[**licensed physician pursuant to NRS 630, a licensed homeopathic physician pursuant to NRS 630A, a licensed osteopathic physician pursuant to NRS 633 or a licensed chiropractor pursuant to NRS 634.**]** person licensed pursuant to NRS Chapters 630, 630A, 631, 632, 633, 634, 634A, 635, 640, 640A or 640B.

"Massage establishment" means any premises occupied and used for the purpose of performing massage therapy, excluding a premises offering no massage therapy other than medical massage therapy or ancillary medical massage therapy.

"Massage establishment licensee practitioner" means the licensee of a massage establishment who performs massage therapy.

"Massage therapist" means any person who, for consideration, performs any massage therapy as defined in this Section and has been licensed by the State to perform such services.

"Massage therapy" has the same meaning as set forth at NRS 640C.060.

"Medical massage therapy" means the physical application of massage therapy by a licensed medical professional at such professional's licensed place of business.

"Outcall massage therapy" means any massage therapy given or provided off the premises of a licensed massage establishment by a massage therapist licensed by the City and State.

"Sexual activity" means any activity characterized as such by NRS 640C.700 or the regulations adopted by the Nevada Board of Massage Therapists under NRS Chapter 640C.

"Specified anatomical area" means:

(1) Genitals;

(2) Pubic region;

(3) Buttocks; or

(4) Female breast.

SECTION 3: Title 6, Chapter 52, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.050: (A) Each massage establishment must pay in advance an annual license fee of four hundred dollars, together with the additional license fees for professional employees described in LVMC 6.04.060. <u>As an alternative to paying the license fees for professional employees, an establishment may elect to require those employees to pay a license fee as if they were independent massage therapists under Subsection (B), in which case each such employee must do so.</u> A massage establishment with separate facilities for men and women shall be considered a single massage establishment and shall be charged a single license fee every year.

(B) Each independent massage therapist and massage establishment licensee practitioner must pay in advance an annual license fee of two hundred dollars.

SECTION 4: Title 6, Chapter 52, Section 80, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.080: The licensee or principal of a massage establishment shall maintain a register of all persons

who at any time are employed or contracted **[**as massage therapists and their City and State license numbers. Such register must be made available upon request to representatives of the Department or Metro during regular business hours.**]** to perform any function or service within the establishment, whether or not related to the provision of massage therapy. The register must show each such person's full legal name, as well as each alias or nickname used by that person; the person's date of birth; the person's title or function; and each applicable State and City license and registration held by that person. The register must be updated to include any such person before the person is allowed on the premises. At all times the establishment is open for business, the register shall be made available upon request to representatives of the Department, Metro, and any other regulatory agency having jurisdiction. In addition, each massage establishment is responsible for ensuring that any person entering the establishment in any capacity is in possession of valid identification issued by a government entity to and regarding that person.

SECTION 5: Title 6, Chapter 52, Section 160, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.160: An applicant for a license under this Chapter shall provide to the Department **[**evidence of a valid health permit or health card issued by the Health District, if and to the extent required by the Health District, and**]** proof of temporary or permanent licensure by the Nevada State Board of Massage **[**Therapists.**]** Therapy.

SECTION 6: Title 6, Chapter 52, Section 180, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.52.180: (A) Except as otherwise provided in this Section, the Director shall issue a license to perform massage therapy to an applicant upon the acceptance of a completed application, payment of appropriate license fees, proof of a valid unexpired massage therapist license issued by the Nevada Board of Massage **[**Therapists, and a valid health card issued by the Health District, if one is required by the Health District.**]** Therapy.

(B) The Director may deny, refuse to renew, or revoke an application for a license to perform massage therapy for the following reasons:

(1) The applicant or licensee fails to possess or maintain a valid unexpired massage therapist license issued by the Nevada State Board of Massage [Therapists.] Therapy.

(2) The applicant or licensee has been convicted of a charge of solicitation of prostitution during the three-year period immediately preceding the Director's action.

SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

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SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

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 _____, 2020, 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 _____, 2020, 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: December 16, 2020

Agenda Item No.:
73

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT THIS MEETING

Bill No. 2020-40 - For possible action - Updates various provisions of LVMC Chapter 6.08 regarding the operational and franchise requirements for ambulance services, including the addition of provisions to permit the City Council to select one or more contract ambulance service providers through a competitive or other process. Proposed by: Jeff Buchanan, Acting Chief of Fire and Rescue

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will update various provisions of LVMC Chapter 6.08 regarding the operational and franchise requirements for ambulance services, including the addition of provisions to permit the City Council to select one or more contract ambulance service providers through a competitive or other process.

RECOMMENDATION:
ADOPTION at the 12/16/2020 City Council Meeting pursuant to the 12/14/2020 Recommending Committee Meeting.

First Read – 12/2/2020 First Publication – 12/3/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-40

BILL NO. 2020-40

ORDINANCE NO. _____

AN ORDINANCE TO UPDATE VARIOUS PROVISIONS OF LVMC CHAPTER 6.08 REGARDING THE OPERATIONAL AND FRANCHISE REQUIREMENTS FOR AMBULANCE SERVICES, INCLUDING THE ADDITION OF PROVISIONS PERMITTING THE CITY COUNCIL TO SELECT ONE OR MORE CONTRACT AMBULANCE SERVICE PROVIDERS THROUGH A COMPETITIVE OR OTHER PROCESS, AND PROVIDING FOR OTHER RELATED MATTERS.

Proposed by: Jeff Buchanan, Acting Chief of Fire and Rescue

Summary: Updates various provisions of LVMC Chapter 6.08 regarding the operational and franchise requirements for ambulance services, including the addition of provisions to permit the City Council to select one or more contract ambulance service providers through a competitive or other process.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 8, Section 20, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.020: As used in this Chapter, unless the context otherwise requires, the words and terms defined in this Section have the meanings ascribed to them herein, as follows:

"Advanced emergency medical technician" or "Advanced EMT" means a person who is qualified, in accordance with the Health District regulations as an EMT-Basic and who is also qualified in accordance with the Health District regulations to perform essential advanced techniques and to administer a limited number of medications.

"Advanced life support" or "ALS," whether used alone or as a modifier of other nouns, has the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605), as may be amended. Likewise, the terms "ALS1" and "ALS2" have the same meanings as the definitions of those terms in 42 CFR 414.605, as may be amended.

"Air ambulance" means an aircraft, both fixed wing and rotary wing aircraft, especially designed, constructed, modified or equipped to be used for the transportation of injured or sick persons. "Air ambulance" does not include any commercial aircraft carrying passengers on regularly scheduled flights.

"Ambulance" means a motor vehicle which is specially designed, constructed, equipped and staffed to provide basic, intermediate or advanced care for one or more:

(1) Sick or injured persons; or

(2) Persons whose medical condition may require special observation during transportation.

For the purposes of this Chapter, the term "ambulance" specifically excludes nonmedically supervised patient transports and special event medical service transports.

"Ambulance service" means the emergency medical care and transport, the non-emergency medical care and transport service, including inter-facility ambulance transport service, or both, which are provided to patients utilizing an ambulance with appropriately licensed personnel. The term "ambulance service" does not include the use of vehicles for nonmedically supervised patient transport service, air ambulance service or special event medical service transports.

"Applicant" means a person who submits a completed application for a franchise as set forth in this Chapter.

"Application" means all written documentation, statements, representations and warranties provided to the City by an applicant, in accordance with this Chapter, to be relied upon by the City Council in making its determination of whether to grant or withhold a franchise.

"Automatic Vehicle Locator," "AVL/GPS" or "AVL" means the automated system used to track or determine the physical location of ambulance vehicles through a Global Positioning System (GPS), on a computerized mapping system that is integrated with the Fire Alarm Office.

"AVL/GPS data reports" means Global Positioning System (GPS) data that a franchisee may use to report that it was "on scene," thereby providing a means to calculate an official response time.

"Basic life support" or "BLS" has the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605), as may be amended.

"City" means the City of Las Vegas, Nevada.

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

"City Manager" means the City Manager appointed by the City Council to perform such administrative functions of the City government as may be required of him or her by the City Council, or his or her designee.

"Computer-aided dispatch" or "CAD" means dispatching of emergency and non-emergency resources through the computer technology to calls for service.

"CPI-MCS" means the Consumer Price Index (CPI) for all Urban Consumers: U.S. City Average, Series CUUR0000SAM2, Medical Care Services, as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C.

"Critical care transport" (CCT) or "specialty care transport" (SCT) both have the same meaning as the term "specialty care transport" as defined in the Code of Federal Regulations (42 CFR 414.605), as may be amended.

"Department" means the Department of [Planning.] Finance or a designee.

"Director" means the Director of the Department of [Planning, or his or her] Finance or a designee.

"Dispatched [Ambulance Service"] ambulance service" means ambulance service that is dispatched by or required to be electronically transferred for dispatch by the Fire Alarm Office to [Franchisee.] a franchisee.

"Emergency" has the same meaning as that term is defined by the Health District, as may be amended.

"Emergency medical care" means medical care given to a patient in an emergency situation before the patient arrives at a hospital or other medical facility and until responsibility for the patient is assumed by the medical staff at such facility.

"Emergency medical service" or "EMS" means a system consisting of a chain of services linked together to provide emergency medical care for the patient at the scene, during transport, and upon entry at a hospital or other medical facility.

"Emergency [Medical Technician Basic"] medical technician basic" or "EMT [Basic"] basic" means a person who is qualified, in accordance with the Health District regulations to provide basic emergency

medical care.

"EMS priority dispatch" means a dispatch system:

(1) Whereby [“Certified Emergency Medical Dispatchers”] “certified emergency medical dispatchers” (EMD’s) give lifesaving pre-arrival instructions to person requesting the same; and

(2) Which provides for the dispatch of the appropriate level of emergency vehicle response, A, B, C, D, E, or O as determined by use of a priority card or computer program, based on the severity of the medical emergency.

[(3) The different levels of dispatch priority levels are as defined as follows:

(a) Priority Level 1: B, C, D, and E for 911-dispatched ambulance service;

(b) Priority Level 2: A and O for 911-dispatched ambulance service;

(c) Priority Level 3 Urgent: Immediate transfer requests for critical patients needing a higher level of care at another facility;

(d) Priority Level 3 Scheduled: Non-emergency pre-scheduled transfer request with four hours prior notice from the facility requesting the transport; and

(e) Priority Level 3 Unscheduled: Non-emergency unscheduled transfer request.]

(3) In which the different levels of dispatch priority are defined as follows:

(a) Priority Level 1: specified critical-level Bravo (B), Charlie (C), Delta (D) and Echo (E) calls for 911-dispatched ambulance service;

(b) Priority Level 2: specified high-level Bravo (B), Charlie (C), Delta (D) and Echo (E) calls for 911-dispatched ambulance service;

(c) Priority Level 3: specified moderate-level Bravo (B), Charlie (C), Delta (D) and Echo (E) calls for 911-dispatched ambulance service;

(d) Priority Level 4: specified low-level Alpha (A), Bravo (B) and Omega (O) calls for 911-dispatched ambulance service;

(e) Priority Level 5: specified medical aid-level Alpha (A) and Omega (O) calls

for 911-dispatched ambulance service;

(f) Priority Level 11 Urgent: Immediate transfer requests for critical patients needing a higher level of care at another facility;

(g) Priority Level 11 Scheduled: Non-emergency pre-scheduled transfer request with four hours prior notice from the facility requesting the transport; and

(h) Priority Level 11 Unscheduled: Non-emergency unscheduled transfer request.

For purposes of this Paragraph (3), "specified," with respect to a priority level, refers to call types that are selected by the LVFR Medical Director and designated in a separate document as pertaining to that priority level.

"Emergency medical technician-paramedic" or "EMT-Paramedic" means a person possessing the qualifications of the Advanced EMT and also, in accordance with the Health District regulations, as having enhanced skills that include being able to administer additional advanced life support interventions and medications.

"Emergency response" has the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605), as may be amended.

"Emergency triage, treatment and transport" or "ET3" means the provision of services in accordance with a model program designed by the Federal Government's Centers for Medicare and Medicaid Innovation ("CMMI") wherein EMS and fire department crews identify patients best served by a healthcare facility other than the emergency department. ET3 encourages appropriate utilization of emergency medical services, increased efficiency in the EMS system, and provides person-centered care at the most appropriate care level. Under ET3, EMS providers can treat the patient on scene or enable emergency physician triage via telehealth. Under ET3, urgent care facilities serve as the main alternative destination for patients, but EMS crews could also transport patients to any approved qualified healthcare provider destination covered under the regulations, including primary care clinics or mental health facilities.

"Financial statements" means audited financial statements of the local operation of the franchised

business. Financial statements are to include: balance sheet, income statement, statements of cash flows, and statement of retained earnings.

"Fire Alarm Office" or "FAO" means the office referred to as Firecom in the Health District regulations which is administered by the City of Las Vegas through an interlocal agreement among the City of Las Vegas, the City of North Las Vegas, and Clark County, or the successor to that office.

"Fire Department" means the City's Department of Fire and Rescue.

"Fire Chief" means the Director of the Fire Department or a designee.

"Franchise" means the authorization granted to a person by the City Council to provide ambulance service within the City's rights-of way, highways, streets, roads and alleys. The terms and conditions of such authorization will be described in a franchise agreement specific to such purpose.

"Franchise agreement" means the written agreement entered into between the City and a franchisee evidencing the City's authorization for a franchisee to provide ambulance service requiring the franchisee to comply with the terms of this Chapter and incorporating such other reasonable provisions as the City Council deems appropriate.

"Franchise service area" or "service area" means the geographic area of the City, including any sub-zones thereof, specified in a franchise agreement wherein a franchisee is authorized and required to provide ambulance service.

"Franchisee" means the person to whom an ambulance service franchise is granted by the City Council pursuant to this Chapter.

"Health District" means the Southern Nevada Health District, its officers and authorized agents.

"Health District regulations" means the applicable EMS regulations adopted by the District Board of Health, as they may be amended from time to time.

"Health Officer" means the Health Officer of the Health District.

"Inter-facility ambulance transport service" means an emergency or a nonemergency transport of a patient by ambulance that originates and terminates at previously designated medical facilities or locations.

"Intermediate life support" or "ILS," whether used alone or as a modifier of other nouns, means

transportation by ground ambulance vehicle and medically necessary supplies and services that must be staffed by not less than two individuals, at least one of whom must be trained and qualified to the level of an Advanced EMT.

"LVFR Medical Director" means the medical director of the Fire Department.

"Loaded mileage" has the same meaning as the definition of that term in the Code of Federal Regulations (42 CFR 414.605), as may be amended.

"MDT" means a mobile data terminal, or a computerized device used in emergency vehicles to communicate with a central dispatch office.

"Maximum ambulance service rate" means the maximum amount that a franchisee may bill a patient or other payer for the level of ambulance service provided to the patient, as established in this Chapter, including all ancillary services and supplies used in providing ambulance service.

"Mobile integrated healthcare" means the delivery of patient-centered healthcare in the out-of-hospital environment utilizing technology and mobile pre-hospital resources to address the needs of the community. [Mobile Integrated Healthcare] "Mobile integrated healthcare" may also be referred to as ["Community Paramedicine."] "community paramedicine."

"Mutual aid" means ambulance service provided within the franchise service area in response to a request by a franchisee for assistance from another franchisee to provide ambulance service in the requesting franchisee's authorized service area pursuant to an agreement between the franchisees that is on file with the City.

"Nonemergency ambulance service" means: 1) prearranged non-911 dispatched ambulance service provided to patients with non-life-threatening conditions that does not require the use of lights and sirens, including without limitation nonemergency ambulance service requested at special events and other non-911-dispatched ambulance service requests that would be categorized as nonemergency transfers or level 33-A calls (as that term is approved and endorsed by the Health District) when processed through EMS priority dispatch protocol or 2) inter-facility ambulance transport service as defined by a franchisee's agreement.

"Nonmedically supervised patient transfer service" means the transportation of a person that does

not require any medical supervision, observation or care while en route, as permitted by the State of Nevada Transportation Services Authority.

"On-scene" means when an ambulance unit actually arrives at the specific address or location dispatched with a speed of zero miles per hour, or when the ambulance unit actually arrives at the point closest to the specified address or location to which it can reasonably be driven.

"Performance standards" means response time requirements that are required to be met by a franchisee as specified in Section 6.08.150 in the performance of providing ambulance service by the franchisee.

"Response time" means the time period measured from receipt by a franchisee of electronically transferred information from the FAO dispatch facility or the franchisee's dispatch center on the patient location, EMS priority dispatch code, and call-back number to the time when the ambulance dispatched to the incident or facility arrives and reports that it is "on scene" as that term is defined herein, or when the dispatched ambulance en route to an incident is canceled by the FAO dispatch.

"Rights-of-way" means property dedicated to, granted to, or held or prescriptively used by the City for public street, alley, road and highway purposes.

"Scheduled" means non-emergency pre-scheduled transports within four hours' prior notice from a facility.

"Service category" means the type or level of ambulance service that is specified in a franchise [granted] agreement pursuant to this Chapter.

"Special event" means activities such as, but not limited to, sporting events, off-road vehicle races, speedway races, concerts, fairs and parades occurring on a specific date and time at a specific location.

"Special event medical service" or "SEMS" means the providing of medical care to the participants and members of the public in attendance at a special event pursuant to a contractual arrangement between a special event medical service provider or a franchisee and the special event owner, operator, promoter, organizer or any other person authorized to enter into such contractual arrangements on behalf of the special event.

"Special event medical service provider" or "SEMS provider" means a person who has obtained a special event medical service provider business license pursuant to Title 6 of this Code and special purpose ambulance service permits required pursuant to Health District regulations.

"Special event vehicle" means the special purpose vehicle permitted by Health District regulations which for the purposes of this Chapter may be used for the sole purpose of providing standby medical coverage at predesignated special events. Except as otherwise provided in this Chapter, the term does not include a vehicle which provides ambulance service over City rights-of-way.

"Street" means the surface of the full width of the right-of-way, including alleys, sidewalks and thoroughfares, places or ways of any kind used by the public or open to the public as a matter of right for the purpose of vehicular traffic or vehicular and pedestrian traffic.

"Sub-zone" means a portion of a franchise service area as defined in a franchise agreement.

"Ten-digit request for emergency service" means any telephone request for emergency ambulance service that is received directly by a franchisee from any source, including representatives of law enforcement agencies, which is required to be electronically transferred immediately to the FAO system.

"Transfer of ownership or control" means any transaction in which:

(1) Any ownership or other right, title, or interest of more than five percent in a franchisee or its ambulance service is transferred, sold, assigned, leased, sublet, or mortgaged, directly or indirectly, voluntarily or involuntarily, in whole or in part;

(2) There is any change or transfer of control of a franchise or ambulance service;

(3) The rights, obligations, or both, which are held by a franchisee under its ambulance franchise are transferred, directly or indirectly, to another party;

(4) Any change or substitution occurs in the managing general partners of a franchisee, where applicable; or

(5) A franchisee, or its corporate parents at any level, enter into any transaction that materially increases the debt that is to be borne by the franchisee, directly or indirectly, in a manner that will adversely affect users of the ambulance service.

"Transponder" means an electronic device affixed to an ambulance that activates the private access gates located within the franchise service area.

"Unforeseen economic circumstance" means:

(1) That within a given twelve-month calculation period the percentage change in the CPI-MCS was greater than ten percent or less than zero (decrease); or

(2) Another circumstance or set of circumstances which the City Council determines to have had a significant effect on the cost of providing ambulance service.

"Unscheduled" means non-emergency unscheduled transfer request from a facility.

"Urgent" means non-emergency immediate transfer requests for critical patients needing higher level of care at another facility.

"Volunteer ambulance service" means volunteer ambulance service which is authorized and operated under the direct supervision of the Fire Department.

SECTION 2: Title 6, Chapter 8, Section 40, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.040: (A) Except as provided in Subsection (C) of this Section[,] and LVMC 6.08.330(A), it is unlawful for any person to provide ambulance service in the City without first obtaining and thereafter maintaining an ambulance service franchise and paying the franchise fee as required by this Chapter.

(B) Each franchise granted under this Chapter will be a nonexclusive franchise.

(C) A franchise is not required of any out-of-jurisdiction ambulance service providing emergency cross-jurisdictional transport services originating outside the City, provided such ambulance service has complied with all license, permit and franchise requirements of the jurisdiction where the transport originated.

SECTION 3: Title 6, Chapter 8, Section 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.050: The franchise fee shall be the amount set forth in a franchise agreement which has been determined necessary to partially reimburse the City for costs incurred in dispatch processing, providing or

arranging for services, administering the franchise agreement, regulatory oversight, and such other service as permitted by applicable law. Franchise fees shall be paid according to the provisions of the franchise agreement, and shall be accompanied by such supporting documentation as the Director deems necessary. If a franchise fee is received by the City after its due date, the City is authorized to charge the franchisee a late fee of two percent per month (or fraction thereof) of the delinquent amount.

SECTION 4: Title 6, Chapter 8, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.100: A franchisee may request [renewal] extension of its franchise [within] at least twelve months prior to the franchise expiration date. [The City Manager may waive or add any application requirements of Section 6.08.070 for renewal of a franchise.] In connection with the request for extension, the City Manager may require compliance with any or all of the requirements for an initial application under Section 6.08.070 and add such additional requirements as deemed appropriate. A franchisee shall cooperate with the City in any [renewal] proceeding for extension and shall provide such information as the City shall reasonably request in [such a renewal proceeding.] connection therewith.

SECTION 5: Title 6, Chapter 8, Section 125, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.125: A franchisee may provide [mobile integrated healthcare] one or both of the following, but only if [the franchisee's franchise agreement permits the franchisee to provide such care, and only upon the terms and conditions as provided by the franchisee's franchise agreement.] permitted by and pursuant to the terms of its franchise agreement:

(A) Mobile integrated healthcare.

(B) ET3 services in accordance with the ET3 model.

SECTION 6: Title 6, Chapter 8, Section 130, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.130: (A) No franchisee shall deviate from the color scheme, logo or design approved by the Fire Chief without his or her prior consent.

(B) The franchisee shall maintain records within Clark County, Nevada and allow for audits as provided in applicable Sections of this Chapter and Title 6 of this Code.

(C) A franchisee shall adhere to response time standards and staffing requirements of this Chapter in its service area and individually in each subzone that the franchisee is authorized to serve. The franchisee shall ensure that each sub-zone in its service area receives the same level of service or level of performance as compares with other sub-zones it serves within the franchise service area.

(D) A franchisee shall not use, encourage, advocate or solicit the use of any telephone number or system of communication in lieu of the 911 emergency telephone system number for the dispatch of an ambulance to any call except for non-emergency service as defined by this Chapter.

(E) Unless otherwise specified in its franchise agreement or required by the LVFR Medical Director's regulations and procedures, when a franchisee receives, through any means, a request for service which if processed through EMS priority dispatch protocols would be determined to be a Priority Level 1, 2, 3, 4 or 5 call under a Category Alpha (A), Bravo (B), Charlie (C), Delta (D), Echo (E), or Omega (O) level [call] category for EMS ambulance service, the franchisee shall electronically transfer information on the call to the FAO, including patient location, condition and call-back number.

(F) A franchisee shall not use any ambulance once the vehicle mileage on an ambulance reaches three hundred thousand miles.

(G) Except with respect to nonemergency ambulance service, when a franchisee is providing special event medical service and a patient's condition requires transport, or a franchisee is directly called to transport a patient from a special event, the franchisee shall electronically transfer information on patient location, condition, availability of or need for the dispatch of an ambulance and call-back number to the FAO.

(H) A franchisee shall provide integration of the franchisee's emergency and non-emergency resources onto the FAO dispatching consoles.

SECTION 7: Title 6, Chapter 8, Section 150, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.150: (A) Requests for ambulance service which are received through the FAO, including ten-digit requests for emergency service, through a 911-emergency telephone system, or franchisee's dispatch center, shall meet the following response time performance standards:

[(1) For all EMS Priority 1 dispatch level emergency calls, the response time shall be not greater than eleven minutes and fifty-nine seconds (11:59).

(2) For all EMS Priority 2 dispatch level emergency calls, the response time shall be no greater than nineteen minutes and fifty-nine seconds (19:59).

(3) For all EMS Priority 3 Urgent level non-emergency calls, the response time shall be no greater than nineteen minutes and fifty-nine seconds (19:59).

(4) For all EMS Priority 3 Scheduled level non-emergency calls, the response time shall be no greater than the scheduled time.

(5) For all EMS Priority 3 Unscheduled level non-emergency calls, the response time shall be no greater than fifty-nine minutes and fifty-nine seconds (59:59).]

(1) For all dispatch level emergency calls of EMS Priority Levels 1, 2 and 3, the response time shall be no greater than eleven minutes and fifty-nine seconds (11:59).

(2) For all dispatch level emergency calls of EMS Priority Level 4, the response time shall be no greater than fifteen minutes and fifty-nine seconds (15:59).

(3) For all dispatch level emergency calls of EMS Priority Level 5 and non-emergency calls of Priority Level 11 Urgent, the response time shall be no greater than nineteen minutes and fifty-nine seconds (19:59).

(4) For all non-emergency calls of Priority 11 Scheduled, the response time shall be no greater than the scheduled time.

(5) For all non-emergency calls of Priority 11 Unscheduled, the response time shall be no greater than fifty-nine minutes and fifty-nine seconds (59:59).

(B) [A franchisee must have ninety percent compliance with the response time standards of Subsection (A) of this Section for the combined total of EMS Priority 1 and 2 dispatch level emergency

calls and/or Priority 3 non-emergency calls during each calendar month within a service area or each sub-zone of the service area as such service area or sub-zones thereof are established or amended in accordance with the terms of the franchise agreement.] During each calendar month, and within a franchisee's service area and within each sub-zone within that area, as established or amended in accordance with the terms of the franchise agreement, a franchisee must have a minimum ninety percent compliance rate with the response time standards set forth in Subsection (A) of this Section, as measured in each of the following categories:

(1) The combined total of emergency calls of EMS Priority Levels 1 and 2, separately from the calls of any other Priority Level;

(2) The total of emergency calls of EMS Priority Level 3, separately from the calls of any other Priority Level;

(3) The total of emergency calls of EMS Priority Level 4, separately from the calls of any other Priority Level;

(4) The total of emergency calls of EMS Priority Level 5, separately from the calls of any other Priority Level; and

(5) The combined total of non-emergency calls (all types) of EMS Priority Level 11, separately from the calls of any other Priority Level.

(C) In addition to the provisions of Subsection (A) of this Section, a franchisee's failure to arrive on the scene [in response to EMS Priority 1 dispatch level emergency calls within fourteen minutes and fifty-nine seconds (14:59) of dispatch by the FAO and EMS Priority 3 Urgent level calls within ten minutes of response time or Priority 3 Scheduled and Unscheduled level calls thirty minutes of response time] within the times set forth in this Subsection (C) may be grounds for taking [further] disciplinary action against a franchisee, including assessment of liquidated damages, penalties or other actions as provided [herein,] in this Chapter or in the franchise agreement, to include possible termination of the franchise as provided by this Chapter or the franchise agreement. The arrival times beyond which disciplinary and related actions under this Subsection (C) may be taken are as follows:

(1) For dispatch level emergency calls of EMS Priority Levels 1, 2 and 3, within

fourteen minutes and fifty-nine seconds (14:59) after dispatch.

(2) For dispatch level emergency calls of EMS Priority Level 4, within nineteen minutes and fifty-nine seconds (19:59) after dispatch.

(3) For dispatch level emergency calls of EMS Priority Level 5, within twenty-four minutes and fifty-nine seconds (24:59) after dispatch.

(4) For dispatch level non-emergency calls of EMS Priority Level 11 Urgent, within ten minutes after the response time set forth in Subsection (A) of this Section.

(5) For dispatch level non-emergency calls of EMS Priority Level 11 Scheduled and Unscheduled, within thirty minutes after the response times set forth in Subsection (A) of this Section.

(D) Calls not canceled by the FAO before the response time requirement has expired but for which the ambulance crew failed to substantiate the on-scene time through usage of AVL/GPS data reports or, if the AVL/GPS was not functioning, failed to report through alternative methods established by the Director and LVFR Medical Director, will be considered as failing to meet the [11:59, 14:59, 19:59, 59:59 or Scheduled response time requirements of this Section.] applicable response time standards set forth in Subsection (A) of this Section.

(E) A call for which an ambulance did not respond within the applicable [11:59, 14:59, 19:59, 59:59 or Scheduled response time requirements] response time standards set forth in Subsection (A) of this Section, either by the franchisee or by an authorized ambulance service provider through a mutual aid agreement, will be considered as failing to meet the response time requirements of this Section if the call was not canceled by the FAO before the expiration of the response time requirements.

(F) When the FAO closes a call, the call is terminated and the applicable response time standard [specified in] set forth in Subsection (A) of this Section will apply. If the FAO reopens the call, the franchisee shall consider it a new call and calculate the response time from the time the franchisee receives information that the call has been reopened to the time when the ambulance dispatched to the incident arrives and reports that it is on scene, or when the dispatched ambulance en route to an incident is canceled by the FAO dispatch.

(G) When multiple ambulances are dispatched by FAO to a single incident, the applicable [11:59 or 14:59 response time standard specified in] response time standards set forth in Subsection (A) of this Section will apply only to the first ambulance dispatched by FAO, and additional ambulances responding to the incident will not have a response time requirement nor be counted as a separate call by a franchisee in calculating its monthly ninety percent response time compliance required by this Section.

(H) When a franchisee requests mutual aid from an authorized franchisee, the requesting franchisee will count that call in its total monthly calls in calculating its ninety percent on-time response requirements of this Section and will be responsible for any incidental late penalties for such response.

(I) The franchise agreement may specify an area of the City wherein the response time requirements of this Section shall not apply.

(J) In addition to any other liquidated damage assessment, remedy or penalty provided in this Chapter or the franchise agreement, failure of a franchisee to meet the monthly ninety percent response time requirements set forth in this Chapter within its service area or any sub-zone thereof, as defined by the franchise agreement, for any four months during any period consisting of twelve consecutive calendar months shall be grounds for readjustment of the service area or any other appropriate action as may be determined by the City Council, in its sole discretion, including but not limited to action authorized by Section 6.08.290.

SECTION 8: Title 6, Chapter 8, Section 190, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.190: (A) A franchisee may charge no more than the maximum ambulance service rates plus loaded mileage rates established in this Section for the following regulated levels of service:

(1) Emergency response ALS1, including medical supplies and services: [Nine hundred sixty-one dollars and ninety-six] One thousand one hundred nine dollars and sixty-five cents or the maximum allowed by applicable Federal law, whichever is higher;

(2) Emergency response ALS2, including medical supplies and services: One thousand [fifty-three dollars and ten] two hundred fourteen dollars and seventy-eight cents or the maximum

allowed by applicable [federal] Federal law, whichever is higher.

(3) Emergency response BLS, including medical supplies and services: [Nine hundred fourteen dollars and twenty-two] One thousand fifty-four dollars and fifty-eight cents or the maximum allowed by applicable Federal law, whichever is higher;

(4) Nonemergency response ALS1, including medical supplies and services: [Eight hundred fifty-seven dollars and seventy-nine] Nine hundred eighty-nine dollars and forty-eight cents or the maximum allowed by applicable [federal] Federal law, whichever is higher;

(5) Nonemergency response BLS, including medical supplies and services: [Eight hundred eighteen dollars and seventy-seven] Nine hundred forty-four dollars and forty-seven cents or the maximum allowed by applicable Federal law, whichever is higher;

(6) Critical care transport, including medical supplies and services: One thousand [one hundred forty-two dollars and seventy-eight] three hundred eighteen dollars and twenty-three cents or the maximum allowed by applicable Federal law, whichever is higher; and

(7) Loaded mileage: [Twenty-seven dollars and twenty-one] Thirty-one dollars and thirty-nine cents or the maximum allowed by applicable Federal law, whichever is higher.

(B) Ambulance service rate charges specified in Subsection (A) of this Section are subject to the following:

(1) When there are transports involving two or more patients in the same ambulance, the mileage charge shall be equally divided between the patients;

(2) A franchisee shall not charge for wait time as a result of or in proximity to any transport;

(3) A franchisee may discount an ambulance service rate to the degree allowed by Federal, state and local laws from the maximum ambulance service rates, provided that:

(a) No cost shifting shall occur, and

(b) The same discounted rate shall be charged to all patients or third-party payers;

(4) A franchisee shall not capitate any rate nor charge a uniform average per capita rate for any group or category of persons to whom it provides service; and

(5) An ALS assessment does not necessarily result in a determination that the patient requires an ALS level of service.

(C) Ambulance service rates of this Section shall be adjusted as follows:

(1) The rates shall be adjusted annually on February 1st, by the percentage, rounded to the nearest hundredth of a percent, of change in the annual average of the CPI-MCS between the most recent twelve-month period ending on the preceding December 31st as compared with the prior twelve-month period ending on December 31st; provided, however, the adjustment in rates shall not be greater than ten percent of the then current ambulance service rates unless the City Council, in its sole discretion, approves an adjustment pursuant to Subsection (C)(2) of this Section; and

(2) When an unforeseen economic circumstance has occurred during a twelve-month period for which the CPI-MCS is being calculated pursuant to Subsection (C)(1) of this Section, the City Council may approve a method for adjusting rates which is not based on changes in the CPI-MCS. In any year following a period when the adjustment to rates was based on some other method, rate adjustments shall again be based on changes in the CPI-MCS.

(D) Annually on the first City business day of February, the Director shall publish a written record of the rates as adjusted pursuant to Subsection (C) of this Section and file such record with the City Clerk for public inspection.

SECTION 9: Title 6, Chapter 8, Section 280, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.280: (A) A franchisee's obligations under its franchise involve personal services whose performance involves personal credit, trust and confidence in the franchisee.

(B) No transfer of ownership or control shall occur unless prior application is made by the franchisee to the City, and the City Council's prior written consent is obtained, pursuant to this Chapter and the franchise agreement, and only then upon such terms and conditions as the City Council deems

necessary and proper. Any such transfer of ownership or control without the prior written consent of the City Council shall be considered to impair the City's assurance of due performance. The granting of approval for a transfer of ownership or control in one instance shall not be deemed as granting approval of any subsequent transfer of ownership or control.

(C) Approval by the City Council of a transfer of ownership or control does not constitute a waiver or release of any of the rights of the City under this Chapter or a franchise agreement, whether arising before or after the date of the transfer of ownership or control.

(D) A franchisee shall promptly notify the Director of any proposed transfer of ownership or control.

(E) Prior to any transfer of ownership or control, the franchisee shall submit to the Director a written request for approval of the transfer of ownership or control. Such request shall provide complete information on the proposed transaction, including details on the legal, financial, technical, and other qualifications of the transferee, and any other information as determined necessary by the Director.

(F) For the purposes of determining whether it shall consent to a transfer of ownership or control, the City or its agents may inquire into all qualifications of the prospective transferee and such other matters as the City may deem necessary to determine whether the transfer of ownership or control is in the public interest and should be approved, denied, or conditioned. The franchisee and any prospective transferee shall assist the City in any such inquiry, and if they fail to do so, the request for transfer of ownership or control may be denied.

(G) Any transfer of ownership or control without the City Council's prior approval shall be ineffective, and shall be grounds for revocation of the franchise, at the City Council's sole discretion, and to any other remedies available under the agreement or applicable law.

(H) A franchisee shall be fully liable under its franchise agreement for any transfer of ownership or control that is in violation of the terms of its franchise agreement or of this Chapter and caused in whole or in part by any other entity or entities, including but not limited to any parent or affiliated entities, as if such transfer of ownership or control had been caused by the franchisee itself.

(I) The City Council, in its sole discretion, may approve or deny a transfer of ownership or control of a franchise. As part of its determination the City Council may approve a transfer subject to such conditions as the City Council may deem necessary. In addition, the following conditions to any approval of transfer of ownership or control of a franchise shall apply:

(1) The City reserves the right to review, among other things, the purchase price of any transfer of ownership or control of a franchise or ambulance service operation, and to take any necessary steps, including denial of the transfer of ownership or control, to ensure that any negotiated sale value which the City deems unreasonable will not adversely affect rates charged by the ambulance service franchisee; and

(2) Any mortgage, pledge or lease shall be subject and subordinate to the rights of the City under the franchise agreement, this Chapter, and other applicable law.

(J) No application for a transfer of ownership or control shall be approved unless the transferee agrees in writing that it will abide by and accept all terms of the franchise agreement, any other agreements between the City and franchisee, and this Chapter, and that it will assume the obligations, liabilities, and responsibility for all acts and omissions, known and unknown, of the previous franchisee under its franchise agreement, other agreements between the City and franchisee and this Chapter for all purposes, including [renewal,] <u>any extension of the franchise,</u> unless the City Council, in its sole discretion, expressly waives this requirement in whole or in part.

(K) A rebuttable presumption that a transfer of control has occurred shall arise upon the acquisition or accumulation of five percent or more of the ownership of an entity by any person or group of persons acting in concert, none of whom already own or control fifty percent or more of such right or control, singularly or collectively.

(L) A franchisee is responsible for ensuring that the intent of this Chapter regarding transfers is carried out. If for any reason an event occurs that would require the City's approval of a transfer pursuant to this Chapter, whether or not such event is directly or indirectly within the franchisee's control, such event shall constitute a transfer for purposes of this Chapter and any applicable law.

SECTION 10: Title 6, Chapter 8, Section 290, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.290: (A) The City Council may revoke a franchise if it finds that:

(1) The franchisee has failed to meet any of the performance standards of this Chapter;

(2) The franchise was obtained by fraud or misrepresentation;

(3) The franchisee has failed to operate its ambulance service business in accordance with all applicable laws and regulations and the franchise agreement; [or]

(4) The franchisee has failed to pay franchise fees, associated late fees, penalties, or other financial obligations under a franchise agreement or this Chapter; or

[(4)] (5) The franchisee otherwise has failed to meet any of the provisions of any state, local or federal law or regulation.

(B) The City Council may revoke a franchise upon twelve hours' notice to a franchisee in the event that any failure of the franchisee which constitutes a significant and immediate threat to public health and safety is not cured to the satisfaction of the City Council within such time.

(C) Except as provided in Subsection (B) of this Section, prior to revoking a franchise the City Council shall first provide written notice to the franchisee stating its intent to revoke the franchise and the nature of the deficiency. The franchisee shall have twenty days from receipt of notice to cure such deficiency to the satisfaction of the City Council. If such deficiency is not so cured, the City Council may issue a notice of revocation stating any deficiencies and the effective date of the revocation.

(D) The City shall provide the franchise written notice, at the time the public receives written notice pursuant to NRS Chapter 241, of any City Council meeting at which a franchise is being considered for revocation.

(E) In an emergency, as defined in NRS 241.020, the City Council may revoke a franchise without prior notification.

SECTION 11: Title 6, Chapter 8, Section 330, of the Municipal Code of the City of Las

Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.08.330: Nothing contained in this Chapter:

(A) Prevents the Fire Department from furnishing ambulance service with City Council approval[.], or the City Council from contracting with one or more service providers to provide that service, selected by such competitive or other selection process as the City determines appropriate.

(B) Applies to any service provided by the Fire Department pursuant to Subsection (A) of this Section.

(C) Applies to any volunteer emergency ambulance service that is furnished with City Council approval and is under Fire Department supervision and control.

SECTION 12: Title 6, Chapter 8, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 335, reading as follows:

6.08.335: If the City Council selects one or more service providers to provide ambulance service pursuant to LVMC 6.08.330(A), the only provisions of this Chapter automatically applicable to any agreement for such services shall be LVMC 6.08.330(A) and any other provisions of this Chapter expressly delineated or incorporated in the agreement.

SECTION 13: 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 14: 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 15: 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 _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-19-20
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 _____, 2020, 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 _____, 2020, 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: December 16, 2020

Agenda Item No.:
74

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

SUBJECT:
RECOMMENDING COMMITTEE: BILLS ELIGIBLE FOR ADOPTION AT A LATER MEETING

Bill No. 2020-39 - Amends LVMC Chapter 6.50 to establish a new alcohol delivery support service alcoholic beverage license category, together with associated requirements and limitations, and expand the categories under which a business can exercise an ancillary alcoholic beverage license. Sponsored by: Councilman Stavros S. Anthony

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This bill will amend LVMC Chapter 6.50 to establish a new alcohol delivery support service alcoholic beverage license category, together with associated requirements and limitations, and expand the categories under which a business can exercise an ancillary alcoholic beverage license. The principal intent of the bill is to expand the ability of various types of alcoholic beverage licensees to deliver alcoholic beverages, subject to appropriate safeguards.

RECOMMENDATION:
ABEYANCE to the 1/4/2021 Recommending Committee Meeting, pursuant to the 11/30/2020 Recommending Committee Meeting.

First Read – 11/18/2020

BACKUP DOCUMENTATION:
1. Bill No. 2020-39
2. Backup Submitted from the November 30, 2020 Recommending Committee Meeting

BILL NO. 2020-39

ORDINANCE NO. _____

AN ORDINANCE TO AMEND LVMC CHAPTER 6.50 TO ESTABLISH A NEW ALCOHOL DELIVERY SUPPORT SERVICE ALCOHOLIC BEVERAGE LICENSE CATEGORY, TOGETHER WITH ASSOCIATED REQUIREMENTS AND LIMITATIONS; EXPAND THE CATEGORIES UNDER WHICH A BUSINESS CAN EXERCISE AN ANCILLARY ALCOHOLIC BEVERAGE LICENSE; AND PROVIDE FOR OTHER RELATED MATTERS.

Sponsored by: Councilman Stavros S. Anthony

Summary: Amends LVMC Chapter 6.50 to establish a new alcohol delivery support service alcoholic beverage license category, together with associated requirements and limitations, and expand the categories under which a business can exercise an ancillary alcoholic beverage license.

THE CITY COUNCIL OF THE CITY OF LAS VEGAS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 6, Chapter 50, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended by adding thereto a new section, designated as Section 95, reading as follows:

6.50.095: (A) An alcohol delivery support service alcoholic beverage license authorizes a person to deliver alcoholic beverages on behalf of an establishment that sells alcoholic beverages for off-premise consumption. Each alcoholic beverage delivered pursuant to this license:

(1) Must be in the original manufacturer-sealed container or a sealed container qualifying under LVMC 6.50.085(C);

(2) Must have been purchased from the establishment by a consumer for delivery to the premises requested by the purchaser;

(3) Must have been purchased by telephone, internet or other electronic means; and

(4) Is subject to the sales and delivery restrictions set forth in LVMC 6.50.100(B).

(B) Before a license described in this Section may be issued, the applicant must establish

and provide to the Department for Director approval a delivery policy designed to ensure that the requirements of this Section and State law in relation to the delivery of alcoholic beverages are met. The delivery policy must include at a minimum:

(1) Protocols to ensure that drivers are twenty-one years or older;

(2) Alcohol awareness training for drivers, which includes at a minimum:

(a) Reviewing relevant State laws, including those that prohibit buying for or selling to minors;

(b) Reviewing possible criminal and civil penalties that might be imposed for the violation of laws and ordinances governing the licensee's operation;

(c) Checking for valid identification documents, recognizing false identification documents, and refusing delivery in the case of suspicious or false identification documents;

(d) Verifying and tracking the personal information of recipients and recipient signatures; and

(e) Identifying and refusing delivery to intoxicated recipients.

(3) Procedures to ensure that each delivery address is in a jurisdiction in which the delivery of alcohol is permitted and that the delivery will be in accordance with the applicable delivery regulations of that jurisdiction;

(4) Procedures to document how delivery data will help ensure compliance, with such documentation to be made available for audit when requested by the City;

(5) Procedures for conducting background checks regarding drivers; and

(6) Procedures documenting how certain delivery information is gathered and maintained that includes at a minimum the items described in LVMC 6.50.100(B)(2).

(C) Each holder of an alcohol delivery support service alcoholic beverage license shall maintain a list of the establishments with which the holder has entered into contracts for delivery service pursuant to this Section.

(D) The delivery policy referred to in Subsection (B) must be maintained in force and a

copy produced to the Department or Metro upon request.

(E) Each licensee is responsible for the conduct and violations of any driver it employs, whether the driver is an employee or independent contractor and regardless of any contractual arrangement between the selling establishment and the driver.

SECTION 2: Title 6, Chapter 50, Section 100, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.100: (A) An ancillary license authorizes the sale of alcoholic beverages for [specialty] particularized sales, instruction or tasting as follows:

(1) Internet and Related Sales. A person [that offers alcoholic beverages for sale at a grocery store in excess of five thousand square feet pursuant to a package liquor license may sell alcoholic beverages by delivery to a purchaser's premises pursuant to an internet purchase order placed by the purchaser subject to sales and delivery restrictions in LVMC 6.50.100(B), below.] licensed pursuant to this Chapter to sell alcoholic beverages for off-premise consumption may offer and sell such beverages by telephone, internet or other electronic means, and may provide for the delivery of such beverages to the premises requested by the purchaser, either through direct delivery by the licensee or by means of an alcohol delivery support service that is licensed pursuant to LVMC 6.50.095 and that meets the requirements of that Section and Subsection (B) of this Section.

(2) Instructional Wine-Making. A person authorized to sell alcoholic beverages pursuant to a package liquor license may instruct persons regarding the making of wine provided that such licensee first acquires, and maintains in good standing, any required State license or permit.

(a) Wines made during the instructional process may be served by the glass for consumption on the premises of the instructional establishment to those persons involved with the instructional process.

(b) Notwithstanding the provisions of LVMC 6.50.430, persons who have made wine during an instructional process pursuant to this Section may place such wine in bottles or containers and remove them from the instructional establishment, but only for their personal use.

(3) Tasting. A person authorized to sell alcoholic beverages pursuant to a package liquor, wholesale general or beer/wine/cooler off sale license may provide the tasting of wines and beers, and cordials or liqueurs (if permitted pursuant to the person's license) pursuant to the following conditions:

(a) The sample must not exceed one-half ounce per drink;

(b) The samples must be served on the premises of the licensee for educational purposes or to promote the sale of packaged alcoholic beverages;

(c) The samples shall not be offered in conjunction with a meal at a restaurant;

(d) Persons offering samples of alcoholic beverages must be employees of the licensee and the person must possess a valid work card; and

(e) Bottles of wines, beers, cordials or liqueurs opened for tasting shall not be sold, otherwise distributed or given away.

(4) Individual Access. An owner or beneficial owner of a hotel that is authorized to sell alcoholic beverages pursuant to a hotel lounge bar license, or an owner or beneficial owner of a sports arena or convention center that is authorized to sell alcoholic beverages pursuant to a general on-sale or a tavern license may sell alcoholic beverages by individual access pursuant to the following conditions:

(a) For individual access in a hotel room:

(i) The hotel must provide a full-service restaurant that serves meals no less than twelve hours every day, room service of meals to all rooms no less than twelve hours every day, and no less than one full-time security guard on duty at all times;

(ii) The hotel must provide a secure means by which an adult transient guest may control the access to the secured cabinet or refrigerator from minors that occupy the hotel room; and

(iii) The adult transient guest shall not permit any minors that

are occupying the hotel room to access the secured cabinet or refrigerator.

(b) For individual access in a booth or viewing suite at a convention center or sports arena:

(i) The alcoholic beverages for the booths or viewing suites shall be provided to the tenant by the licensee. Notwithstanding any other provision of this Chapter, a tenant of the booth or viewing suite shall not bring any alcoholic beverages into the booth or viewing suite nor consume any alcohol within the booth or suite that was not provided by the licensee;

(ii) The booth or viewing suite must be under the operational control of the licensee;

(iii) The licensee shall possess ultimate control of the cabinet or refrigerator inside the booth or viewing suite, and the lock of the refrigerator or cabinet shall be designed such that the key may not be removed from the refrigerator or cabinet without locking the refrigerator or cabinet;

(iv) The licensee shall only deliver the key to the refrigerator or cabinet to an adult utilizing the booth or viewing area; and

(v) The adult in receipt of the key shall not permit any minors that have access to the booth or viewing area access to the key or access to the open refrigerator or cabinet containing the alcoholic beverages.

(B) Delivery Restrictions. Delivery of alcoholic beverages pursuant to LVMC 6.50.095 or 6.50.100(A)(1) above may only occur pursuant to the following conditions:

(1) [Delivery of alcoholic beverages must be in conjunction with the delivery of groceries in the same purchase order;

(2)] The person placing an order and the person receiving the alcoholic beverages must be of legal age to purchase alcoholic beverages;

[(3)] (2) Each sales transaction for delivery shall have written documentation of the sale and delivery, [on forms acceptable by the Director,] which shall include at a minimum:

(a) The business name and address of the [grocery or general retail store;] selling establishment;

(b) A detailed list of alcoholic beverages and [groceries] other items purchased in each sales transaction;

(c) The name and address of the purchaser[;] and of the recipient;

(d) The type of identification used to prove the age of the purchaser[;] and of the recipient; and

(e) The signature of the delivery person. [and purchaser involved in the sales transaction.]

(3) If delivery is to be accomplished by someone other than the selling establishment, the delivery service provider must hold an alcohol delivery support service alcoholic beverage license pursuant to LVMC 6.50.095 and be in compliance with that Section.

(C) Alcoholic beverages sold pursuant to this ancillary license shall be stored in such a manner that prevents public access.

(D) Any ancillary license issued shall be approved on an individual basis indicating the specialty sale allowed and accounted for based upon the fees specified in LVMC 6.50.350.

(E) Notwithstanding [anything] any provision of this Title to the contrary, an ancillary license is nontransferable.

SECTION 3: Title 6, Chapter 50, Section 360, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.360: Each licensee shall pay to the Department in advance, the semiannual license fees set forth in the following schedule:

. . .

. . .

. . .

. . .

License Category	Semiannual License Fee (Dollars)
Alcohol delivery support service	500.00
Alcoholic beverage caterer	[$]500.00
Ancillary	500.00 per category authorized or 1% of gross sales, whichever is greater
Ancillary brew pub	500.00 or 1% of sales to licensed wholesale dealers, whichever is greater
Ancillary craft distillery	500.00 or 1% of gross sales, whichever is greater
Ancillary gift basket	500.00
Ancillary lounge bar	1,200.00
Ancillary winery	500.00 or 1% of gross sales, whichever is greater
Banquet or event establishment	500.00
Beer and wine room	700.00
Plus: fee for each additional bar	400.00
Beer/wine/cooler on-sale	300.00
Beer/wine/cooler off-sale	300.00
General on-sale	1,200.00
Plus: fee for each additional bar	900.00
General on-sale (beer and wine)	500.00
Liquor manufacturer	1,000.00
Nonprofit club general on-sale	200.00
Package	750.00
Permanent trade show facility	2,400.00
Restaurant service bar	600.00
Restaurant with alcohol	800.00
Plus: fee for each additional bar	750.00
Tavern (one bar)	1,200.00
Plus: fee for each additional bar	900.00
Plus: fee for resort hotel owned gift shop	900.00
Tavern-limited (one bar)	800.00
Plus: fee for each additional bar	500.00
Tavern-restricted (one bar)	800.00
Plus: fee for each additional bar	500.00
Urban lounge (one bar)	1,000.00
Plus: fee for each additional bar	750.00
Wholesale general	1,000.00

Each time-limited special event general licensee shall pay the following license fee for each day (or for each event, in the case of a multi-day event): One hundred dollars, plus seventy-five dollars for each additional bar.

Each time-limited special event beer/wine/cooler licensee shall pay the following license fee for each day (or

for each event, in the case of a multi-day event): Fifty dollars, plus twenty-five dollars for each additional bar.

SECTION 4: Title 6, Chapter 50, Section 380, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.380: (A) The origination charge listed in this Section is a one time charge which is due and payable at the time of filing an application for an alcoholic beverage license. Origination charges are as follows:

License Category	**Origination Charge (Dollars)**
Alcohol delivery support service	4,000.00
Alcoholic beverage caterer	4,000.00
Ancillary lounge bar	40,000.00
Banquet or event establishment	20,000.00
Beer and wine room	7,500.00
Beer/wine/cooler on-sale	2,500.00
Beer/wine/cooler off-sale	2,500.00
General on-sale	75,000.00
General on-sale (beer and wine)	20,000.00
Liquor manufacturer	10,000.00
Nonprofit club general on-sale	2,000.00
Package	40,000.00
Permanent trade show facility	60,000.00
Restaurant service bar	30,000.00
Restaurant with alcohol	40,000.00
Tavern	75,000.00
Tavern-limited	20,000.00
Tavern-restricted	20,000.00
Urban lounge	50,000.00
Wholesale general	10,000.00

(B) The transfer of an alcoholic beverage license from one licensee to another is exempt from the origination charge set forth in this Section.

(C) In connection with the issuance of an original new City alcoholic beverage license to an existing County alcoholic beverage licensee whose business premises have been annexed into the City, the Department shall waive the origination charge at the request of the applicant. However, a license concerning which such a waiver has been granted may not be sold, transferred to a third party, or transferred

to a new location, notwithstanding any provision of this Title to the contrary.

SECTION 5: Title 6, Chapter 50, Section 450, of the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, is hereby amended to read as follows:

6.50.450: It is unlawful for any person to sell any alcoholic beverage:

(A) Without a valid unexpired license issued pursuant to this Chapter; provided, however, that this prohibition does not apply to employees of persons licensed pursuant to this Chapter during the course of such employment;

(B) To a person who is intoxicated;

(C) For delivery to a personal residence pursuant to a request for such delivery; provided, however, that this prohibition does not apply to deliveries of beer in kegs having a capacity of not less than one-quarter barrel or to deliveries authorized by LVMC 6.50.095 or 6.50.100;

(D) Except as otherwise specifically provided in LVMC 6.50.285, through or by means of a drive-in or walk-up window, door or other opening;

(E) In any manner not authorized by the license under which authority the person making such sale is authorized to do business; and

(F) At any place where persons under twenty-one years of age are present, unless they are continuously accompanied by a parent or legal guardian.

SECTION 6: Regarding any person who engages in a business within the City that facilitates the provision of alcohol delivery service but who does not engage in the actual delivery of alcohol, nothing in this Ordinance shall be deemed to:

(A) Require such a person to obtain a license pursuant to Section 1 of this Ordinance; or

(B) Eliminate, reduce or modify the requirement for such a person to obtain a business license under the appropriate licensing category.

SECTION 7: If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the

remaining portions of this ordinance or any part thereof. The City Council of the City of Las Vegas hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 8: Whenever in this ordinance any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in this ordinance the doing of any act is required or the failure to do any act is made or declared to be unlawful or an offense or a misdemeanor, the doing of such prohibited act or the failure to do any such required act shall constitute a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $1,000.00 or by imprisonment for a term of not more than six months, or by any combination of such fine and imprisonment. Any day of any violation of this ordinance shall constitute a separate offense.

SECTION 9: All ordinances or parts of ordinances or sections, subsections, phrases, sentences, clauses or paragraphs contained in the Municipal Code of the City of Las Vegas, Nevada, 1983 Edition, in conflict herewith are hereby repealed.

PASSED, ADOPTED and APPROVED this _____ day of _____, 2020.

APPROVED:

By _____
CAROLYN G. GOODMAN, Mayor

ATTEST:

_____
LUANN D. HOLMES, MMC
City Clerk

APPROVED AS TO FORM:

Val Steed 11-2-2020
_____
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 _____, 2020, 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 _____, 2020, 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

Nevada Resort Association
10000 W. Charleston, Suite 165
Las Vegas, Nevada 89135

November 29, 2020

The Honorable LuAnn D. Holmes
City Clerk
City of Las Vegas
495 South Main Street
Las Vegas, Nevada. 89101

Dear Mayor,

It has come to our attention that an ordinance creating a new category of business license regarding the delivery of alcohol will come before a Recommending Committee on Monday, and the City Council on Wednesday. We are not aware that any gaming companies received notice of the Business Impact Statement (BIS) and the difficulties of running our businesses during this pandemic, have given us limited time to analyze the impacts on non-restricted gaming licensees.

The Downtown Las Vegas resort hotels and casinos have a long history of being involved in all discussions regarding the sale of alcoholic beverages due to the significant impacts it has upon our businesses. Regarding temporary deliveries of alcoholic beverages during the pandemic, we've consistently expressed our opinion that as long as the deliveries were of limited duration, and were not available inside of resort hotel casinos, we would not want to stand in the way of small businesses remaining viable. Our position has not changed.

The ordinance as proposed would clearly allow a non-privileged licensee (the newly created alcohol delivery support service) to deliver directly to hotel and motel rooms within resort hotel casinos. The delivery of alcoholic beverages over which a non-restricted licensee has zero control would put our privileged licenses in significant jeopardy. We've had this discussion going back many years regarding the sale of packaged liquor on Fremont Street. Liquor sold at our bars is controlled by trained bartenders with TAM cards and liquor sold in our gift shops is sold in limited quantities. Opening up hotel casinos to having packaged liquor delivered by anyone outside of our control is a complete non-starter for us. Aside from the need to increase our security staff to limit such deliveries, we would become responsible for any on-site consumption of alcoholic beverages over which we have zero control.

Finally, we have been contacted by Mr. Mac McCarley of the firm Parker Poe. It is our understanding this firm has been retained by the city and is already undertaking an analysis of all current City of Las Vegas Liquor codes. We intend to fully participate in this study and we are puzzled as to why the city would add an entirely new, non-privileged license category involving

Submitted At
Recommending Meeting
Item 6
By Virginia Valentine E-comment

the delivery of alcoholic beverages to anywhere in the city, including resort hotel casinos prior to undertaking a study which the city has already begun.

We respectfully request that you do not adopt this ordinance but rather have the thorough analysis which we believe it requires conducted by your newly retained alcoholic beverage licensing consultant.

Should the city desire to allow alcoholic beverage deliveries to continue during the pandemic, we have no objection to that so long as they are not permitted to occur within the confines of resort hotel casinos.

Please feel free to contact me at (702) 340-3387.

Sincerely,

Virginia Valentine
President
Nevada Resort Association

cc: Mayor Carolyn Goodman
Pro Tem Stavros Anthony
Councilman Cedric Crear
Councilwoman Olivia Diaz
Councilwoman Michelle Fiore
Councilman Brian Knudsen
Councilwoman Victoria Seaman

AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
75

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

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

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
To discuss potential pending litigation.

RECOMMENDATION:
None

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
76

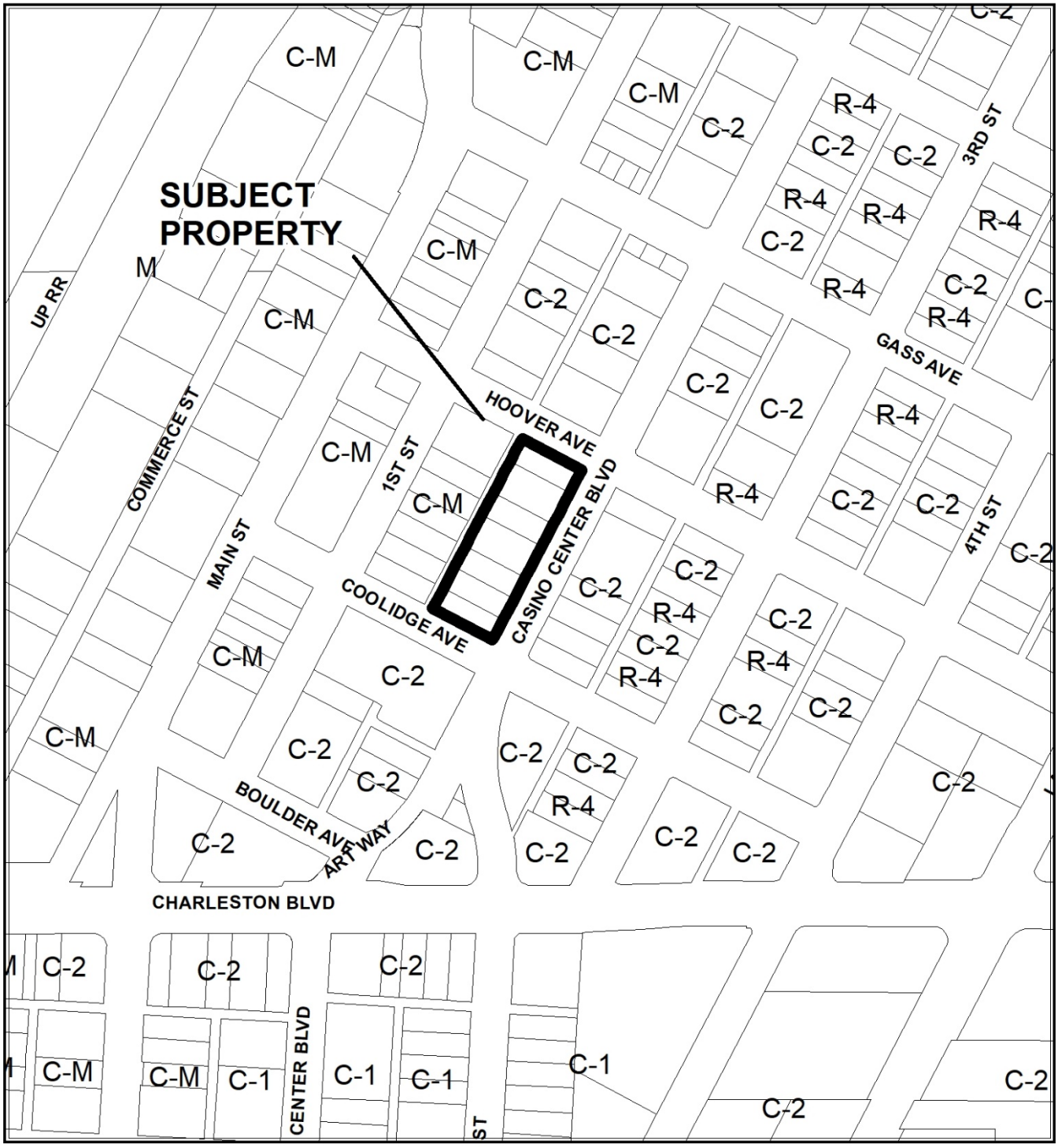
DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0249 - EXTENSION OF TIME - SPECIAL USE PERMIT AND SITE DEVELOPMENT PLAN REVIEW - APPLICANT/OWNER: 900-932 CASINO CENTER, LLC - For possible action on the following Land Use Entitlement project requests on 1.25 acres at the southwest corner of Casino Center Boulevard and Hoover Avenue (APNs 139-34-410-032 through 038), C-1 (Limited Commercial) Zone, Ward 3 (Diaz). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. City Council Approval Letter - EOT-74564
6. City Council Approval Letter - EOT-74565
7. Justification Letter



0 237.5 475 Feet

CASE: 20-0249

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



CASE: **20-0249**

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

0 237.5 475 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 900-932 CASINO CENTER, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0249-EOT1	Staff recommends APPROVAL, subject to conditions:	
20-0249-EOT2	Staff recommends APPROVAL, subject to conditions:	**20-0249-EOT1**

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED N/A

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

** CONDITIONS **

20-0249-EOT1 CONDITIONS

Planning

1. Special Use Permit (SUP-65287) shall expire on November 16, 2022, unless another Extension of Time is approved by the City Council.

2. Conformance to the Conditions of Approval for Special Use Permit (SUP-65287) shall be required, if approved.

JB

20-0249-EOT2 CONDITIONS

Planning

1. Site Development Plan Review (SDR-65288) shall expire on November 16, 2022, unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Site Development Plan Review (SDR-65288) and all other site related actions as required by the Department of Planning and Department of Public Works.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a second request for an Extension of Time of a previously approved Special Use Permit (SUP-65287 and a Site Development Plan Review (SDR-65288) for a Mixed-Use development located at the southwest corner of Hoover Avenue and Casino Center Boulevard.

ISSUES

- This is the second request for Extension of Time for Special Use Permit (SUP-65287) and Site Development Plan Review (SDR-65288).
- On 11/16/16, the City Council approved for Special Use Permit (SUP-65287) and Site Development Plan Review (SDR-65288), with a two-year time limit. These applications would have expired as of 11/16/18.
- On 11/07/18, the City Council approved Extension of Time (EOT-74564) of an approved Special Use Permit (SUP-65287) and Extension of Time (EOT-74565) for a Site Development Plan Review (SDR-65288). These two Extensions of Time are set to expire on 11/16/20.
- The applications for Extensions of Time (20-0249-EOT1 and 20-0249-EOT2), were received on 10/19/20.

ANALYSIS

The subject property was approved with a proposed 14-story Mixed-Use development including 33,396 square feet of commercial space and 458 residential units with Waivers of the Downtown Centennial Plan Architectural Standards. On 11/16/16, the City Council approved Rezoning (ZON-65286), Special Use Permit (SUP-65287) and Site Development Plan Review (SDR-65288). On 11/07/18, the City Council approved Extension of Time (EOT-74564) of an approved Special Use Permit (SUP-65287) and Extension of Time (EOT-74565) for a Site Development Plan Review (SDR-65288). These two Extensions of Time are set to expire on 11/16/20.

Pursuant to Titles 19.16.110 and 19.16.100 of the Unified Development Code, the Special Use Permit and Site Development Plan Review; respectively have the “approval period” of two (2) years. These entitlements are considered exercised upon the approval of a building permit issuance. No building permit review has been submitted to the Department of Building and Safety at this time.

The applicant is requesting a second Extension of Time for the proposed project and has indicated in the submitted justification letter that the project has been delayed due to market conditions associated with the COVID-19 pandemic.

FINDINGS (20-0249-EOT1 and 20-0249-EOT2)

Special Use Permit (SUP-65287) and Site Development Plan Review (SDR-65288) have not been exercised in accordance with Titles 19.16.110 and 19.16.100 of the Unified Development Code, as a building permit has not been issued for the proposed development. There have been no notable changes to the surrounding land uses since Special Use Permit and Site Development Plan Review were approved. Granting of these requests will not cause any harm to the City or neighboring developments and will allow the applicant additional time to continue to develop the site. Staff recommends approval of these requests with a two-year time limit. If these requests are denied, then SUP-65287 and SDR-65288 will expire on 11/16/20.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/16/64	The City Council approved rezoning (Z-0100-64) to reclassify approximately 230 Acres generally located on property bounded by Main Street to the west, Bonanza Road on the north, Las Vegas Boulevard on the east, and Charleston Boulevard on the south from R-1 (Single Family Residential), R-4 (High Density Residential), C-1 (Limited Commercial) and C-V (Civic) to C-2 (General Commercial).
03/16/05	The City Council approved a Site Development Plan Review (SDR-5782) for a proposed 821 square-foot office conversion. Staff had recommended denial and the Planning Commission recommended approval on 02/10/05.
04/09/09	A Capital Improvement Plan (CIP-16526) was approved for bicycle and pedestrian improvements along Casino Center Boulevard.
08/07/09	A Capital Improvement Plan (CIP-25798) was approved for bicycle and pedestrian improvements along Hoover Avenue.
11/16/16	The City Council approved a request for a Rezoning (ZON-65286) from: R-4 (High Density Residential) and C-2 (General Commercial) to: C-1 (Limited Commercial) located at the southwest corner of Casino Center Boulevard and Hoover Avenue. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
11/16/16	The City Council approved a request for a Special Use Permit (SUP-65287) for a 14-story Mixed-Use development including 33,396 square feet of commercial space and 458 residential units located at the southwest corner of Casino Center Boulevard and Hoover Avenue. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-65288) for a 14-story Mixed-Use development including 33,396 square feet of commercial space and 458 residential units with Waivers of Downtown Centennial Plan architectural standards located at the southwest corner of Casino Center Boulevard and Hoover Avenue. The Planning Commission and staff recommended approval.
11/07/18	The City Council approved an Extension of Time (EOT-74564) of an approved Special Use Permit (SUP-65287) for a 14-story Mixed-Use development including 33,396 square feet of commercial space and 458 residential units at the southwest corner of Casino Center Boulevard and Hoover Avenue. The application is set to expire on November 16th, 2020.
	The City Council approved an Extension of Time (EOT-74565) for a Site Development Plan Review (SDR-65288) for a 14-story Mixed-Use development including 33,396 square feet of commercial space and 458 residential units with waivers of downtown centennial plan architectural standards on 1.25 acres at the southwest corner of Casino Center Boulevard and Hoover Avenue. The application is set to expire on November 16th, 2020.

Most Recent Change of Ownership	
05/13/08	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits/business licenses associated with the subject site.

Pre-Application Meeting
A pre-application meeting was not required, nor was one held.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
11/05/20	The subject site is populated with a number of buildings that are either vacant or occupied with small business.

Details of Application Request	
Site Area	
Net Acres	1.25

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Multi-Family; Office; Undeveloped	MXU (Mixed Use)	C-1 (Limited Commercial)
North	Multi-Family Residential	MXU (Mixed Use)	C-2 (General Commercial)
South	General Retail Store, Other Than Listed	MXU (Mixed Use)	C-2 (General Commercial)
East	Multi-Family; Office; Undeveloped	MXU (Mixed Use)	C-2 (General Commercial)
West	Office; Undeveloped	MXU (Mixed Use)	C-M (Commercial/Industrial)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
DTLV-O Downtown Las Vegas Overlay District – Area 1 (18b Las Vegas Arts District)	Y
A-O (Airport Overlay) District – 200 Feet	Y
L-O (Live/Work 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	N/A

JB

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) EOT related to EOT-74564

Project Address (Location) 900-932 S. Casino Center, Las Vegas, NV 89101

Project Name 900 block south casino center **Proposed Use** _____

Assessor's Parcel #(s) 139-34-410-032-033-034-035-036-037-038 **Ward #** 3

General Plan: Existing X Proposed _____ **Zoning:** Existing X Proposed _____

Additional Information _____

Property Owner 900-932 S. Casino Center LLC **Contact** Kevin Plencner
Address 321 S. Casino Center suite 100 City las vegas State nv Zip 89101
E-mail kvplncn@aol.com Phone 847-609-4663

Applicant 900-932 S. Casino Center **Contact** Kim Marvin Plencner
Address C/O 1000 Royce Blvd City Oakbrook Terra State IL Zip 60181
E-mail lbtag@aol.com Phone 630-373-9601

Representative Kevin M. Plencner **Contact** Kevin M. Plencner
Address 321 S. Casino Center City Las Vegas State NV Zip 89101
E-mail kvplncn@aol.com Phone 847-609-4663

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 Kim M. PLENCNER

Subscribed and sworn before me
This 6th day of Oct. 20

Notary Public in and for said County and State

T. MARTINEZ-GREEN
Notary Public - California
El Dorado County
Commission # 2296660
My Comm. Expires Jul 12, 2023

See Attached Notary Acknowledgment Certificate
TMG 10/6/2020

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 El Dorado)

On 10/6/2020 before me, T. Martinez-Green-Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Kim M. Plemmer
Name(s) of Signer(s)

☆ Application/Petition Form

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.

T. MARTINEZ-GREEN
Notary Public - California
El Dorado County
Commission # 2296660
My Comm. Expires Jul 12, 2023

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 _____
Signature of Notary Public

GENERAL NOTES

CONTRACT DOCUMENTS:

EXAMINE, READ AND BECOME THOROUGHLY FAMILIAR WITH THE CONTRACT DOCUMENTS. NOTIFY THE ARCHITECT, WITHIN 10 WORKING DAYS OF THE DATE OF THE AWARD OF THE CONTRACT, FOR CLARIFICATION OR INTERPRETATION IF DISCREPANCIES OR OMISSIONS ARE FOUND, OR THERE IS DOUBT AS TO THE CONTRACT DOCUMENTS INTENT OR MEANING.
DO NOT SUBSTITUTE, REVISE, OR CHANGE THE WORK WITHOUT WRITTEN CONSENT OF THE ARCHITECT AND OWNER.

DIMENSIONS:

DIMENSIONS SHOWN ARE FROM FACE OF STUD TO FACE OF C.M.U. TO FACE OF CONCRETE AND TO GRID LINE, U.O.N. CEILING HEIGHT DIMENSIONS ARE FROM FLOOR SLAB TO FACE OF FINISH CEILING MATERIAL, U.O.N.

DO NOT ADJUST DIMENSIONS WITHOUT APPROVAL OF THE ARCHITECT, UNLESS NOTED +/-.

DO NOT SCALE DRAWINGS, IF ITEMS OF WORK CANNOT BE PLACED OR LOCATED, NOTIFY THE ARCHITECT IMMEDIATELY AND DO NOT PROCEED WITH THE WORK UNTIL DIRECTED TO DO SO.

OBTAIN FIELD DIMENSIONS REQUIRED FOR THE ACCURATE FABRICATION AND INSTALLATION OF THE WORK. VERIFY IN FIELD DIMENSIONS INDICATED IN THE CONTRACT DOCUMENTS. EXACT MEASUREMENTS ARE THE CONTRACTORS RESPONSIBILITY. NO ADDITIONAL COSTS WILL BE PAID TO THE CONTRACTORS DUE TO THE REASONABLE MODIFICATIONS CAUSED BY DIMENSION DISCREPANCIES.

JOB SITE:

FIELD VERIFY EXISTING CONDITIONS BEFORE PROCEEDING WITH THE WORK. VISIT THE SITE, BECOME FAMILIAR, & EVALUATE EXISTING CONDITIONS THAT AFFECT THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND THE EMPLOYMENT OF LABOR THEREON. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR FROM HIS OBLIGATIONS TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS.

IMMEDIATELY ON DISCOVERY OF THE NEED FOR CLARIFICATION BECAUSE OF A DISCREPANCY OF THE CONTRACT DOCUMENTS AND FIELD CONDITIONS, SUBMIT A REQUEST FOR INFORMATION (R.F.I.) TO THE ARCHITECT, INCLUDE A DETAILED DESCRIPTION OF THE PROBLEM ENCOUNTERED, TOGETHER WITH RECOMMENDATIONS FOR CHANGING OF THE CONTRACT DOCUMENTS.

TAKE FIELD MEASUREMENTS AS REQUIRED TO FIT THE WORK PROPERLY. RECHECK MEASUREMENTS BEFORE INSTALLING EACH PRODUCT, WHERE PORTIONS OF THE WORK ARE INDICATED TO FIT TO OTHER CONSTRUCTION, VERIFY DIMENSIONS OF OTHER CONSTRUCTION BY FIELD MEASUREMENTS BEFORE FABRICATION. COORDINATE FABRICATION SCHEDULE WITH CONSTRUCTION PROGRESS TO AVOID DELAYING THE WORK.

QUALITY ASSURANCE:

ALL CONSTRUCTION AND MATERIALS SHALL BE AS SPECIFIED AND IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, LAWS, PERMITS, AND THE CONTRACT DOCUMENTS.

THE ARCHITECT RESERVES THE RIGHT TO REJECT WORK WHICH DOES NOT CONFORM TO THE CONTRACT DOCUMENTS. REPAIR OR REPLACE REJECTED WORK AT NO COST TO THE OWNER.

PROVIDE COMPONENTS OF THE WORK, SUCH AS EQUIPMENT, FIXTURES, MATERIALS & PRODUCTS, NOT DEFINITELY INDICATED IN THE CONTRACT DOCUMENTS BUT NECESSARY TO COMPLETE THE WORK. SUCH ITEMS WILL BE OF TYPE AND QUALITY SUITABLE FOR THE SERVICE REQUIRED AND COMPARABLE TO ADJACENT OR SIMILAR ITEMS IN THE BUILDING.

IF SIZE, CAPACITY, MODEL, STYLE OR OTHER PERTINENT INFORMATION ON A WORK ITEMS NOT INDICATED ON THE CONTRACT DOCUMENTS, PROVIDE ITEMS WHICH WILL MEET APPLICABLE CODE REQUIREMENTS AND WHICH WILL ADEQUATELY MEET THE WORK REQUIREMENTS. IF THESE ITEMS ARE EXPOSED, OBTAIN THE ARCHITECT'S APPROVAL BEFORE PROCEEDING.

IF ITEMS OF WORK ARE NOT SUFFICIENTLY INDICATED OR SPECIFIED, PROVIDE ITEMS WHICH ARE SIMILAR IN DESIGN QUALITY, UTILITY AND APPEARANCE TO COMPARABLE OR SIMILAR CODE-COMPLIANT ITEMS IN THE BUILDING. IF THESE ITEMS ARE EXPOSED, OBTAIN THE ARCHITECT'S APPROVAL BEFORE PROCEEDING.

MATERIALS SHALL BE NEW, UNUSED AND OF THE HIGHEST QUALITY IN EVERY RESPECT, U.O.N. MANUFACTURED MATERIALS AND EQUIPMENT SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS, U.O.N. DELIVER OPERATING MANUALS, INSTRUCTION BOOKLETS AND GUARANTEES TO BUILDING ENGINEER OR OWNER'S REPRESENTATIVE.

WORK DEFECTIVE IN CONSTRUCTION OR QUALITY OR DEFICIENT IN ANY REQUIREMENTS OF THE CONTRACT DOCUMENTS WILL NOT BE ACCEPTABLE DESPITE THE ARCHITECT'S FAILURE TO DISCOVER OR POINT OUT DEFECTS OF DEFICIENCIES DURING CONSTRUCTION. DEFECTIVE WORK REVEALED WITHIN THE TIME REQUIRED BY GUARANTEES SHALL BE REPLACED BY WORK CONFORMING WITH THE INTENT OF THE CONTRACT. NO PAYMENT, EITHER PARTIAL OR FINAL, SHALL BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIAL.

GENERAL EXECUTION REQUIREMENTS:

CONCEAL CONDUITS, DUCTS AND PIPING, UNLESS OTHERWISE NOTED.

LAYOUT AND INSTALL WORK TO BE LEVEL, PLUMB, SQUARE, TRUE AND IN PROPER ALIGNMENT.

WHERE MOUNTING HEIGHTS ARE NOT INDICATED, MOUNT COMPONENTS AT HEIGHTS REQUIRED BY CODE OR ADA, WHICHEVER GOVERNS, OR WHERE DIRECTED BY ARCHITECT.

MAKE JOINTS OF UNIFORM WIDTH, WHERE JOINT LOCATIONS IN EXPOSED WORK ARE NOT INDICATED, ARRANGE JOINTS FOR THE BEST VISUAL EFFECT.

VERIFY DIMENSIONS AND COORDINATE WORK WITH INSTALLATION OF "NOT-IN-CONTRACT" (N.I.C.) ITEMS.

IF CONSTRUCTION IS WITHIN TENANT SPACE, PROTECT WALLS, CARPET, FURNITURE, AND EQUIPMENT WITH PLASTIC SHEETS, CONSTRUCTION PAPER, ETC. AS NECESSARY FROM DEBRIS AND DUST DURING CONSTRUCTION PERIOD.

PROVIDE ALL NECESSARY BLOCKING, BACKING AND FRAMING FOR LIGHT FIXTURES, ELECTRIC UNITS, A.C. EQUIPMENT, RECESSED ITEMS, AND ALL OTHER ITEMS AS REQUIRED.

WHERE LARGER STUDS OR FURRING ARE REQUIRED TO COVER PIPING AND CONDUITS, THE LARGER STUD SIZE OR FURRING SHALL EXTEND THE FULL SURFACE OF THE WALL WIDTH AND LENGTH.

PROVIDE FIRE EXTINGUISHERS PER THE REQUIREMENTS OF THE STATE FIRE MARSHALL.

PROVIDE ALL ACCESS PANELS AS REQUIRED BY GOVERNING CODES TO ALL CONCEALED SPACES, VOIDS, ATTICS, ETC. VERIFY TYPE REQUIRED WITH ARCHITECT PRIOR TO INSTALLATION.

FOR SUBSTANTIAL COMPLETION, PREPARE A LIST OF ITEMS TO BE COMPLETED AND CORRECTED (PUNCH LIST), THE VALUE OF ITEMS ON THE LIST, AND REASONS WHY THE WORK IS NOT COMPLETE. ADVISE OWNER OF PENDING INSURANCE CHANGEOVER REQUIREMENTS. SUBMIT SPECIFIC WARRANTIES, MAINTENANCE SERVICE AGREEMENTS, AND SIMILAR DOCUMENTS. OBTAIN AND SUBMIT RELEASES PERMITTING OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES. INCLUDING OCCUPANCY PERMITS, OPERATING CERTIFICATES, AND SIMILAR RELEASES.

PROVIDE FINAL CLEANING. CLEAN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING PARKING AREAS, ACCESS, LOBBIES, ELEVATORS, ETC/ REMOVE TOOLS, CONSTRUCTION EQUIPMENT AND SURPLUS MATERIAL FROM PROJECT SITE. CLEAN EXPOSED HARD-SURFACED FINISHES. REMOVE DEBRIS AND SURFACE DUST FROM LIMITED ACCESS SPACES, INCLUDING PLENUMS, SHAFTS, ATTICS, AND SIMILAR SPACES. TOUCH UP, REPAIR AND RESTORE MARRED, EXPOSED FINISHES AND SURFACES. REPLACING THOSE FINISHES AND SURFACES THAT CANNOT BE SO REPAIRED OR RESTORED.

VICINITY MAP



SYMBOLS LEGEND

DETAIL SECTION REFERENCE
ENLARGED DETAIL REFERENCE
EXTERIOR ELEVATION REFERENCE
BUILDING SECTION REFERENCE
INTERIOR ELEVATION REFERENCE
GRID LINE BUBBLE
DOOR REFERENCE
WINDOW REFERENCE
REVISION REFERENCE
WALL TYPE REFERENCE
DATUM REFERENCE

CONSULTANTS

GENERAL CONTRACTOR

STRUCTURAL

MECHANICAL/PLUMBING

ELECTRICAL

PROJECT DATA

1. APPLICABLE CODES:
UNIFORM ADMINISTRATIVE CODE - 1997 with modifying Ordinance 6140
INTERNATIONAL BUILDING CODE - 2003 with modifying Ordinance 6139
INTERNATIONAL ENERGY CONSERVATION CODE - 2009 with modifying Ordinance 6144
INTERNATIONAL FIRE CODE - 2003 with modifying Ordinance 6124
UNIFORM PLUMBING CODE - 2003 with modifying Ordinance 6141
UNIFORM MECHANICAL CODE - 2003 with modifying Ordinance 6142
NATIONAL ELECTRIC CODE - 2008 (NFPA 70) with modifying Ordinance 6143
ACCESSIBILITY-ANSI A117.1 - 2003

2. OCCUPANCY:

3. CONSTRUCTION:

4. FIRE SPRINKLERS:

5. FIRE ALARMS:

6. BUILDING HEIGHT:

7. NO OF STORIES:

8. BUILDING AREA:

9. OCCUPANT LOAD:

10. EXITING:
EXITS REQUIRED
EXITS PROVIDED
EXIT WIDTH REQUIRED
EXIT WIDTH PROVIDED:

11. FIRE RESISTANCE OF EXTERIOR WALLS:

12. PROTECTION OF OPENINGS:

13. FIRE RESISTANCE OF BUILDING ELEMENTS:

14. SPACES REQUIRING FIRE RESISTIVE SEPARATION:

15. NON SEPARATED AND SEPARATED USES:

16. ROOF COVERING MATERIAL: N/A

17. REQUIRED PLUMBING FIXTURES:

18. SPECIAL INSPECTIONS REQUIRED:

19. IECC COMPLIANCE REPORT:
REFER TO MECHANICAL AND ELECTRICAL DRAWINGS.

900-932 S CASINO CENTER BLVD, LAS VEGAS, NV 89101

SITE DATA

Commercial space:
South End - 9,014 square feet
North End - 7,387 square feet
Rooftop Restaurant - 10,217 square feet
Pool & Fitness Center - 11,177 square feet

454 units - total

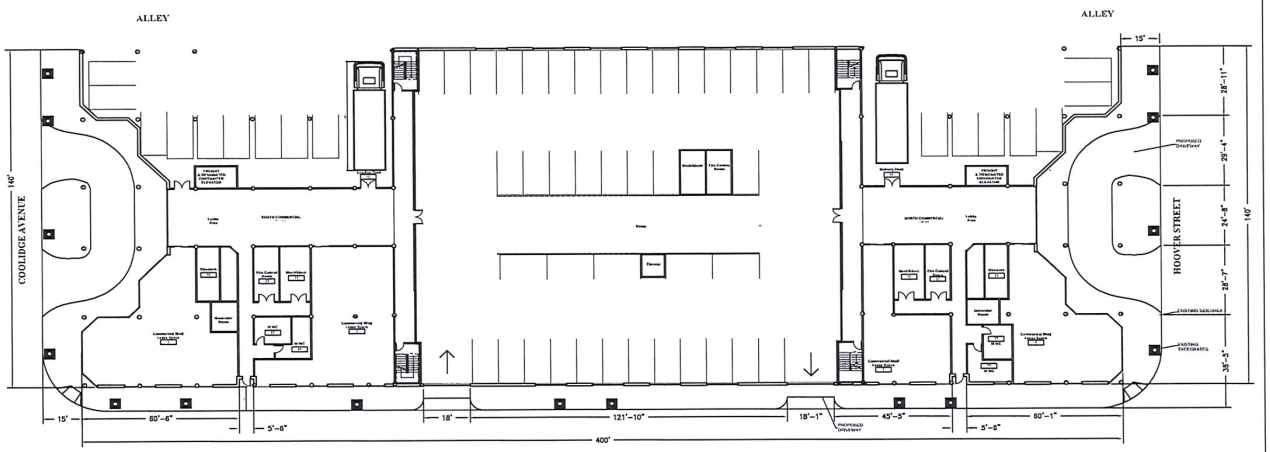
Senior Housing (north end)
11 stories of units - (12 stories total including ground floor)
15,180 sq. ft. - (gross ground floor footprint - 110 ft. x 138 ft.)
(around 7,387 s.f. of commercial space)
86 - Studio units @ 460 square feet - (8 per floor x 11 floors)
132 - 1 bedroom units @ 580 square feet - (12 per floor x 11 floors)
(18 units per floor x 11 floors)
198 units - Total

Market rental building (south end)
14 stories - (15 stories total including the ground floor)
17,940 sq. ft. - (ground floor footprint - 130 ft. x 138 ft.)
(around 9,014 s.f. of commercial space)
102 - Studio units @ 460 square feet - (8 per floor x 12 floors + 6 @13th floor)
107 - 1 bedroom units @ 580 square feet - (8 per floor x 12 floors + 6 @ 13th floor)
40 - 2 bedrooms units @ 870 square feet - (4 per floor x 12 floors)
4 - penthouse units @ 2400 square feet - (4 @ 13th & 14th floors)
(20 units per floor x 12 floors + 16 units @ 13th floor)
236 units - Total

Garage 12 stories
57 spaces - valet @ ground floor
450 spaces - (45 spaces x 10 floors)
0 spaces - (roof top restaurant, pool, fitness, etc.)
507 parking spaces - Total

DRAWING INDEX

T1.0 - SITE PLAN, PROJECT DATA, DRAWING INDEX, GENERAL NOTES
T2.0 - LANDSCAPE PLAN
T3.0 - PHASING PLAN
A1.0 - GROUND FLOOR PLAN
A2.0 - TYPICAL FLOOR PLAN
A3.0 - 12TH FLOOR PLAN
A4.0 - 14TH FLOOR PLAN
A5.0 - 15TH FLOOR PLAN
A7.0 - FRONT ELEVATION
A8.0 - LEFT & RIGHT ELEVATION
A9.0 - BACK ELEVATION
A10.0 - ROOM LAYOUTS



SITE PLAN
SCALE: 1" = 20'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV 89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 624.360 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCHENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
1000 Royce Blvd.
Oakbrook Terrace, IL 60181-4609

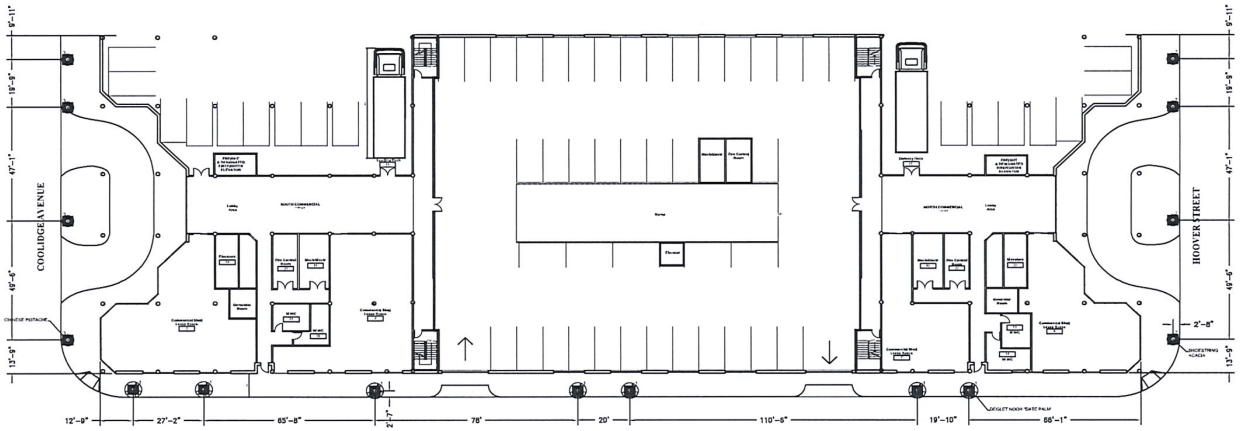
Kevin M. Plencner
321 S Casino Center Suite #100
Las Vegas, NV 89101
(847) 609-4663

SEAL

T1.0
PROJECT DATA, DRAWING INDEX, GENERAL NOTES

LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	DESCRIPTION
1	DRIGLET-NOOM DATE PALM	PHOENIX DACTYLIFERA 'DRIGLET NOOM'	25' CT	GRATH, 48" BOX
2	SHOESTRING ACACIA	ACACIA STENOPHYLLA	25' CT	GRATE, 48" BOX
3	CHINESE PISTACHE	PISTACIA CHINESIS	25' CT	GRATE, 48" BOX



LANDSCAPE PLAN
SCALE: 1" = 20'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV 89101
APN#139-34-410-038

NO.	DATE	REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 625.380 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCH/ENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
1000 Royce Blvd.
Oakbrook Terrace, IL 60181-4809

Kevin M. Plencner
321 S Casino Center Suite #100
Las Vegas, NV 89101
(847) 809-4683

SEAL

T2.0
LANDSCAPE PLAN

GENERAL NOTES

CONTRACT DOCUMENTS:

EXAMINE, READ AND BECOME THOROUGHLY FAMILIAR WITH THE CONTRACT DOCUMENTS. NOTIFY THE ARCHITECT, WITHIN 10 WORKING DAYS OF THE DATE OF THE AWARD OF THE CONTRACT, FOR CLARIFICATION OR INTERPRETATION IF DISCREPANCIES OR OMISSIONS ARE FOUND, OR THERE IS DOUBT AS TO THE CONTRACT DOCUMENTS INTENT OR MEANING.
DO NOT SUBSTITUTE, REVISE, OR CHANGE THE WORK WITHOUT WRITTEN CONSENT OF THE ARCHITECT AND OWNER.

DIMENSIONS:

DIMENSIONS SHOWN ARE FROM FACE OF STUD TO FACE OF C.M.U. TO FACE OF CONCRETE AND TO GRID LINE. U.O.N. CEILING HEIGHT DIMENSIONS ARE FROM FLOOR SLAB TO FACE OF FINISH CEILING MATERIAL. U.O.N.

DO NOT ADJUST DIMENSIONS WITHOUT APPROVAL OF THE ARCHITECT, UNLESS NOTED +/-.

DO NOT SCALE DRAWINGS. IF ITEMS OF WORK CANNOT BE PLACED OR LOCATED, NOTIFY THE ARCHITECT IMMEDIATELY AND DO NOT PROCEED WITH THE WORK UNTIL DIRECTED TO DO SO.

OBTAIN FIELD DIMENSIONS REQUIRED FOR THE ACCURATE FABRICATION AND INSTALLATION OF THE WORK. VERIFY IN FIELD DIMENSIONS INDICATED IN THE CONTRACT DOCUMENTS. EXACT MEASUREMENTS ARE THE CONTRACTOR'S RESPONSIBILITY. NO ADDITIONAL COSTS WILL BE PAID TO THE CONTRACTORS DUE TO THE REASONABLE MODIFICATIONS CAUSED BY DIMENSION DISCREPANCIES.

JOB SITE:

FIELD VERIFY EXISTING CONDITIONS BEFORE PROCEEDING WITH THE WORK. VISIT THE SITE, BECOME FAMILIAR, & EVALUATE EXISTING CONDITIONS THAT AFFECT THE CONSTRUCTION AND COMPLETION OF THE PROJECT, AND THE EMPLOYMENT OF LABOR THEREON. FAILURE TO DO SO WILL NOT RELIEVE THE CONTRACTOR FROM HIS OBLIGATIONS TO CARRY OUT THE PROVISIONS OF THE CONTRACT DOCUMENTS.

IMMEDIATELY ON DISCOVERY OF THE NEED FOR CLARIFICATION OR CAUSE OF A DISCREPANCY OF THE CONTRACT DOCUMENTS AND FIELD CONDITIONS, SUBMIT A REQUEST FOR INFORMATION (R.F.I.) TO THE ARCHITECT, INCLUDE A DETAILED DESCRIPTION OF THE PROBLEM ENCOUNTERED, TOGETHER WITH RECOMMENDATIONS FOR CHANGING OF THE CONTRACT DOCUMENTS.

TAKE FIELD MEASUREMENTS AS REQUIRED TO FIT THE WORK PROPERLY. RECHECK MEASUREMENTS BEFORE INSTALLING EACH PRODUCT. WHERE PORTIONS OF THE WORK ARE INDICATED TO FIT TO OTHER CONSTRUCTION, VERIFY DIMENSIONS OF OTHER CONSTRUCTION BY FIELD MEASUREMENTS BEFORE FABRICATION. COORDINATE FABRICATION SCHEDULE WITH CONSTRUCTION PROGRESS TO AVOID DELAYING THE WORK.

QUALITY ASSURANCE:

ALL CONSTRUCTION AND MATERIALS SHALL BE AS SPECIFIED AND IN ACCORDANCE WITH ALL APPLICABLE CODES, ORDINANCES, LAWS, PERMITS, AND THE CONTRACT DOCUMENTS.

THE ARCHITECT RESERVES THE RIGHT TO REJECT WORK WHICH DOES NOT CONFORM TO THE CONTRACT DOCUMENTS. REPAIR OR REPLACE REJECTED WORK AT NO COST TO THE OWNER.

PROVIDE COMPONENTS OF THE WORK, SUCH AS EQUIPMENT, FIXTURES, MATERIALS & PRODUCTS, NOT DEFINITELY INDICATED IN THE CONTRACT DOCUMENTS BUT NECESSARY TO COMPLETE THE WORK. SUCH ITEMS WILL BE OF TYPE AND QUALITY SUITABLE FOR THE SERVICE REQUIRED AND COMPARABLE TO ADJACENT OR SIMILAR ITEMS IN THE BUILDING.

IF SIZE, CAPACITY, MODEL, STYLE OR OTHER PERTINENT INFORMATION ON A WORK ITEM IS NOT INDICATED ON THE CONTRACT DOCUMENTS, PROVIDE ITEMS WHICH WILL MEET APPLICABLE CODE REQUIREMENTS AND WHICH WILL ADEQUATELY MEET THE WORK REQUIREMENTS. IF THESE ITEMS ARE EXPOSED, OBTAIN THE ARCHITECT'S APPROVAL BEFORE PROCEEDING.

IF ITEMS OF WORK ARE NOT SUFFICIENTLY INDICATED OR SPECIFIED, PROVIDE ITEMS WHICH ARE SIMILAR IN DESIGN QUALITY, UTILITY AND APPEARANCE TO COMPARABLE OR SIMILAR CODE-COMPLIANT ITEMS IN THE BUILDING. IF THESE ITEMS ARE EXPOSED, OBTAIN THE ARCHITECT'S APPROVAL BEFORE PROCEEDING.

MATERIALS SHALL BE NEW, UNUSED AND OF THE HIGHEST QUALITY IN EVERY RESPECT, U.O.N. MANUFACTURED MATERIALS AND EQUIPMENT SHALL BE INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS AND INSTRUCTIONS. U.O.N. DELIVER OPERATING MANUALS, INSTRUCTION BOOKLETS AND GUARANTEES TO BUILDING ENGINEER OR OWNER'S REPRESENTATIVE.

WORK DEFECTIVE IN CONSTRUCTION OR QUALITY OR DEFICIENT IN ANY REQUIREMENTS OF THE CONTRACT DOCUMENTS WILL NOT BE ACCEPTABLE DESPITE THE ARCHITECT'S FAILURE TO DISCOVER OR POINT OUT DEFECTS OF DEFICIENCIES DURING CONSTRUCTION. DEFECTIVE WORK REVEALED WITHIN THE TIME REQUIRED BY GUARANTEES SHALL BE REPLACED BY WORK CONFORMING WITH THE INTENT OF THE CONTRACT. NO PAYMENT, EITHER PARTIAL OR FINAL, SHALL BE CONSTRUED AS AN ACCEPTANCE OF DEFECTIVE WORK OR IMPROPER MATERIAL.

GENERAL EXECUTION REQUIREMENTS:

CONCEAL CONDUITS, DUCTS AND PIPING, UNLESS OTHERWISE NOTED.

ERECT AND INSTALL WORK TO BE LEVEL, PLUMB, SQUARE, TRUE AND IN PROPER ALIGNMENT.

WHERE MOUNTING HEIGHTS ARE NOT INDICATED, MOUNT COMPONENTS AT HEIGHTS REQUIRED BY CODE OR ADA, WHICHEVER GOVERNS, OR WHERE DIRECTED BY ARCHITECT.

MAKE JOINTS OF UNIFORM WIDTH, WHERE JOINT LOCATIONS IN EXPOSED WORK ARE NOT INDICATED, ARRANGE JOINTS FOR THE BEST VISUAL EFFECT.

VERIFY DIMENSIONS AND COORDINATE WORK WITH INSTALLATION OF "NOT-IN-CONTRACT" (N.I.C.) ITEMS.

IF CONSTRUCTION IS WITHIN TENANT SPACE, PROTECT WALLS, CARPET, FURNITURE, AND EQUIPMENT WITH PLASTIC SHEETS, CONSTRUCTION PAPER, ETC. AS NECESSARY FROM DRIPS AND DUST DURING CONSTRUCTION PERIOD.

PROVIDE ALL NECESSARY BLOCKING, BACKING AND FRAMING FOR LIGHT FIXTURES, ELECTRIC UNITS, A/C, EQUIPMENT, RECESSED ITEMS, AND ALL OTHER ITEMS AS REQUIRED.

WHERE LARGER STUDS OR FURRING ARE REQUIRED TO COVER PIPING AND CONDUITS, THE LARGER STUD SIZE OR FURRING SHALL EXTEND THE FULL SURFACE OF THE WALL WIDTH AND LENGTH.

PROVIDE FIRE EXTINGUISHERS PER THE REQUIREMENTS OF THE STATE FIRE MARSHALL.

PROVIDE ALL ACCESS PANELS AS REQUIRED BY GOVERNING CODES TO ALL CONCEALED SPACES, VOIDS, ATTICS, ETC. VERIFY TYPE REQUIRED WITH ARCHITECT PRIOR TO INSTALLATION.

FOR SUBSTANTIAL COMPLETION, PREPARE A LIST OF ITEMS TO BE COMPLETED AND CORRECTED (PUNCH LIST), THE VALUE OF ITEMS ON THIS LIST, AND REASONS WHY THE WORK IS NOT COMPLETE. ADVISE OWNER OF PENDING INSURANCE CHANGEOVER REQUIREMENTS. SUBMIT SPECIFIC WARRANTIES, MAINTENANCE SERVICE AGREEMENTS, AND SIMILAR DOCUMENTS. OBTAIN AND SUBMIT RELEASES PERMITTING OWNER UNRESTRICTED USE OF THE WORK AND ACCESS TO SERVICES AND UTILITIES. INCLUDING OCCUPANCY PERMITS, OPERATING CERTIFICATES, AND SIMILAR RELEASES.

PROVIDE FINAL CLEANING. CLEAN AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING PARKING AREAS, ACCESS, LOBBIES, ELEVATORS, ETC. REMOVE TOOLS, CONSTRUCTION EQUIPMENT AND SURPLUS MATERIAL FROM PROJECT SITE. CLEAN EXPOSED HARD-SURFACED FINISHES. REMOVE DEBRIS AND SURFACE DUST FROM LIMITED ACCESS SPACES, INCLUDING PLENUMS, SHAFTS, ATTICS, AND SIMILAR SPACES. TOUCH UP, REPAIR AND RESTORE MARRED, EXPOSED FINISHES AND SURFACES. REPLACING THOSE FINISHES AND SURFACES THAT CANNOT BE SO REPAIRED OR RESTORED.

VICINITY MAP



SYMBOLS LEGEND

DETAIL SECTION REFERENCE
ENLARGED DETAIL REFERENCE
EXTERIOR ELEVATION REFERENCE
BUILDING SECTION REFERENCE
INTERIOR ELEVATION REFERENCE
GRID LINE BUBBLE
DOOR REFERENCE
WINDOW REFERENCE
REVISION REFERENCE
WALL TYPE REFERENCE
DATUM REFERENCE

CONSULTANTS

GENERAL CONTRACTOR

STRUCTURAL

MECHANICAL/PLUMBING

ELECTRICAL

PROJECT DATA

1. APPLICABLE CODES:
   UNIFORM ADMINISTRATIVE CODE - 1997 with modifying Ordinance 6140
   INTERNATIONAL BUILDING CODE - 2003 with modifying Ordinance 6139
   INTERNATIONAL ENERGY CONSERVATION CODE - 2009 with modifying Ordinance 6144
   INTERNATIONAL FIRE CODE - 2009 with modifying Ordinance 6134
   UNIFORM PLUMBING CODE - 2009 with modifying Ordinance 6141
   UNIFORM MECHANICAL CODE - 2009 with modifying Ordinance 6142
   NATIONAL ELECTRIC CODE - 2008 (NFPA 70) with modifying Ordinance 6143
   ACCESSIBILITY-ANSI A117.1 - 2003
2. OCCUPANCY:
3. CONSTRUCTION:
4. FIRE SPRINKLERS:
5. FIRE ALARMS:
6. BUILDING HEIGHT:
7. NO OF STORIES:
8. BUILDING AREA:
9. OCCUPANT LOAD:
10. EXITING:
    EXITS REQUIRED
    EXITS PROVIDED
    EXIT WIDTH REQUIRED
    EXIT WIDTH PROVIDED:
11. FIRE RESISTANCE OF EXTERIOR WALLS:
12. PROTECTION OF OPENINGS:
13. FIRE RESISTANCE OF BUILDING ELEMENTS:
14. SPACES REQUIRING FIRE RESISTIVE SEPARATION:
15. NON SEPARATED AND SEPARATED USES:
16. ROOF COVERING MATERIAL: N/A
17. REQUIRED PLUMBING FIXTURES:
18. SPECIAL INSPECTIONS REQUIRED:
19. IECC COMPLIANCE REPORT:
    REFER TO MECHANICAL AND ELECTRICAL DRAWINGS.

900-932 S CASINO CENTER BLVD, LAS VEGAS, NV 89101

SITE DATA

Commercial space:
South End - 9,014 square feet
North End - 7,387 square feet
Rooftop Restaurant - 10,217 square feet
Pool & Fitness Center - 11,177 square feet

454 units - total

Senior Housing (north end)
11 stories of units - (12 stories total including ground floor)
15,160 sq. ft. - (gross ground floor footprint - 110 ft. x 138 ft.)
(around 7,367 s.f. of commercial space)
60 - Studio units @ 440 square feet - (6 per floor x 11 floors)
132 - 1 bedroom units @ 560 square feet - (12 per floor x 11 floors)
(18 units per floor x 11 floors)
198 units - Total

Market rental building (south end)
14 stories - (15 stories total including the ground floor)
17,940 sq. ft. - (ground floor footprint - 130 ft. x 138 ft.)
(around 8,014 s.f. of commercial space)
102 - Studio units @ 400 square feet - (8 per floor x 12 floors + 6 @ 13th floor)
102 - 1 bedroom units @ 560 square feet - (8 per floor x 12 floors + 6 @ 13th floor)
48 - 2 bedrooms units @ 670 square feet - (4 per floor x 12 floors)
4 - penthouse units @ 2400 square feet - (4 @ 13th & 14th floors)
(20 units per floor x 12 floors + 16 units @ 13th floor)
256 units - Total

Garage 12 stories
57 spaces - valet @ ground floor
450 spaces - (45 spaces x 10 floors)
0 spaces - (roof top restaurant, pool, fitness, etc.)
507 parking spaces - Total

DRAWING INDEX

T1.0 - SITE PLAN, PROJECT DATA, DRAWING INDEX, GENERAL NOTES
T2.0 - LANDSCAPE PLAN
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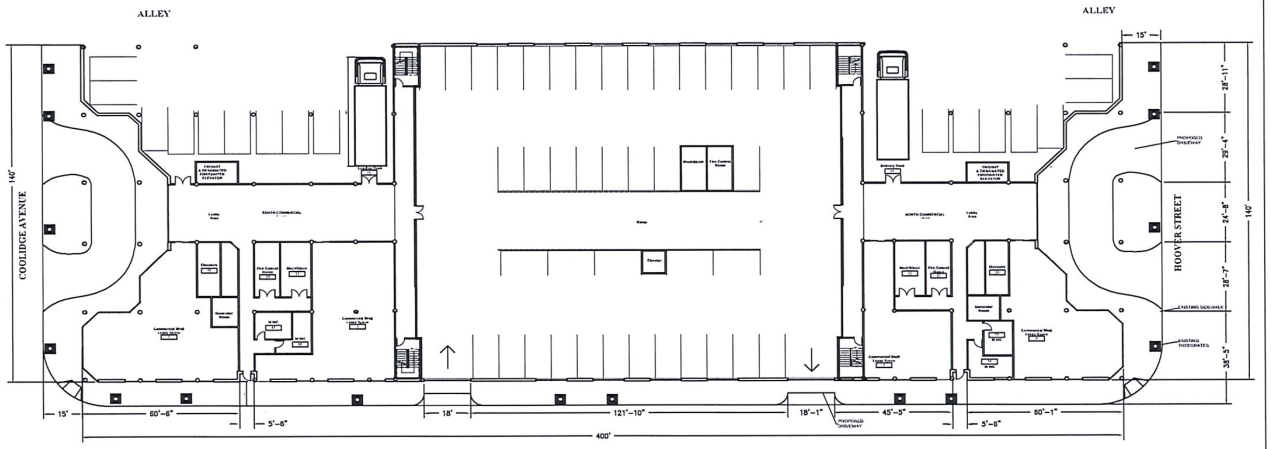
A7.0 - FRONT ELEVATION
A8.0 - LEFT & RIGHT ELEVATION
A9.0 - BACK ELEVATION
A10.0 - ROOM LAYOUTS



SITE PLAN
SCALE: 1" = 20'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV 89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 623.380 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCHITENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
1000 Royce Blvd.
Oakbrook Terrace, IL 60181-4809

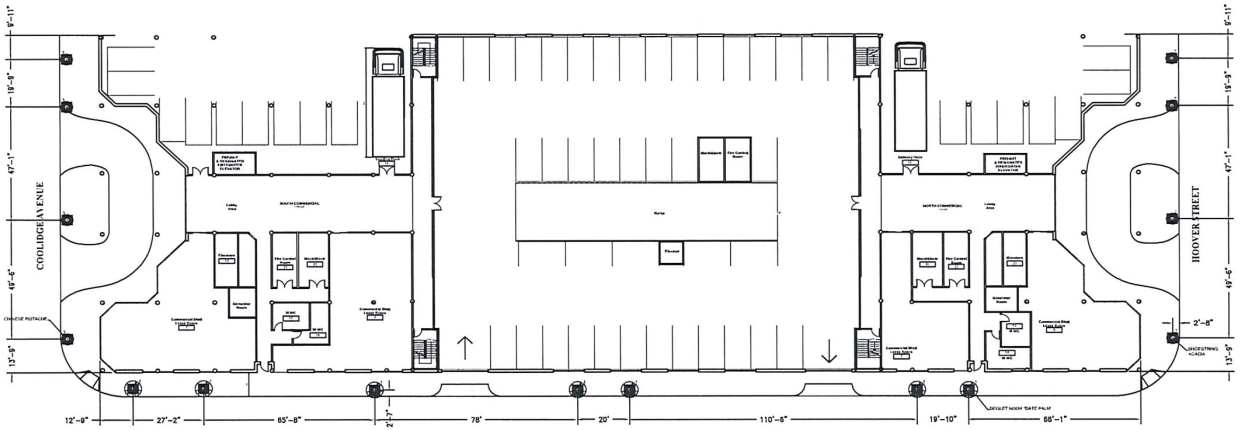
Kevin M. Plencner
321 S Casino Center Suite #100
Las Vegas, NV 89101
(847) 809-4683

SEAL

T1.0
PROJECT DATA, DRAWING INDEX, GENERAL NOTES

LANDSCAPE SCHEDULE

SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE	DESCRIPTION
1	DEGLET-NOOR DATE PALM	PHOENIX DACTYLIFERA 'DEGLET NOOR'	25' CT	GRATH, 48" BOX
2	SHOESTRING ACACIA	ACACIA STENOPHYLLA	25' CT	GRATE, 48" BOX
3	CHINESE PISTACHE	PISTACIA CHINESIS	25' CT	GRATE, 48" BOX



LANDSCAPE PLAN
SCALE: 1" = 20'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV 89101
APN#139-34-410-038

NO.	DATE	REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 624.360 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCHENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
1000 Royce Blvd.
Oakbrook Terrace, IL 60181-4609

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SEAL

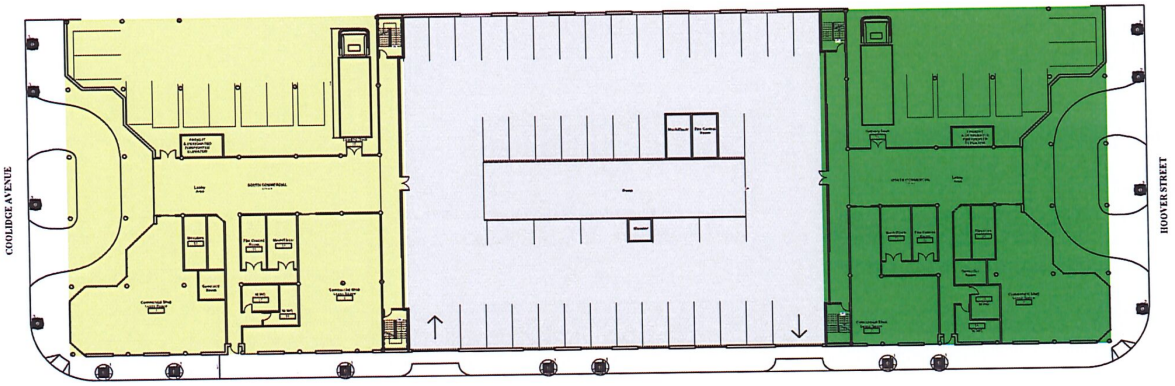
T2.0
LANDSCAPE PLAN

PHASING SCHEDULE:

PHASE 1: SENIOR BUILDING (NORTH END - GREEN)

PHASE 2: MULTI-STORY GARAGE, RESTAURANT AND FITNESS CLUB (MIDDLE - GRAY)

PHASE 3: MARKET RENTAL BUILDING (SOUTH END - YELLOW)



LANDSCAPE PLAN

SCALE: 1" = 20'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV 89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

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X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCHENO:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
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Oakbrook Terrace, IL 60181-4809

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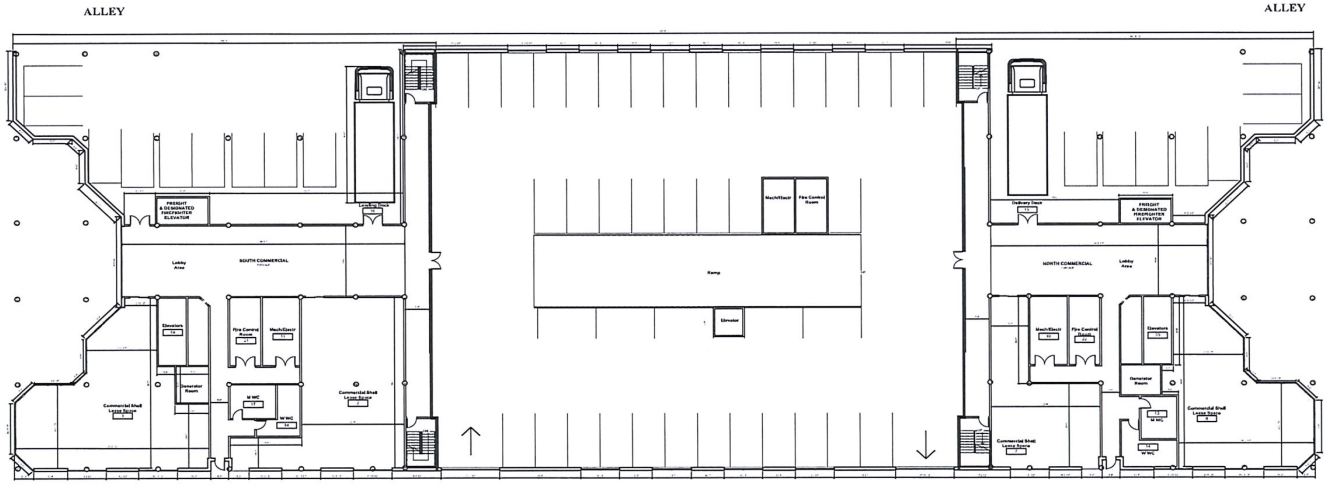
SEAL

T3.0
PHASING PLAN



GROUND FLOOR PLAN

SCALE: 1/16" = 1'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV 89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 623.260 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCHENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
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Oakbrook Terrace, IL 60181-4809

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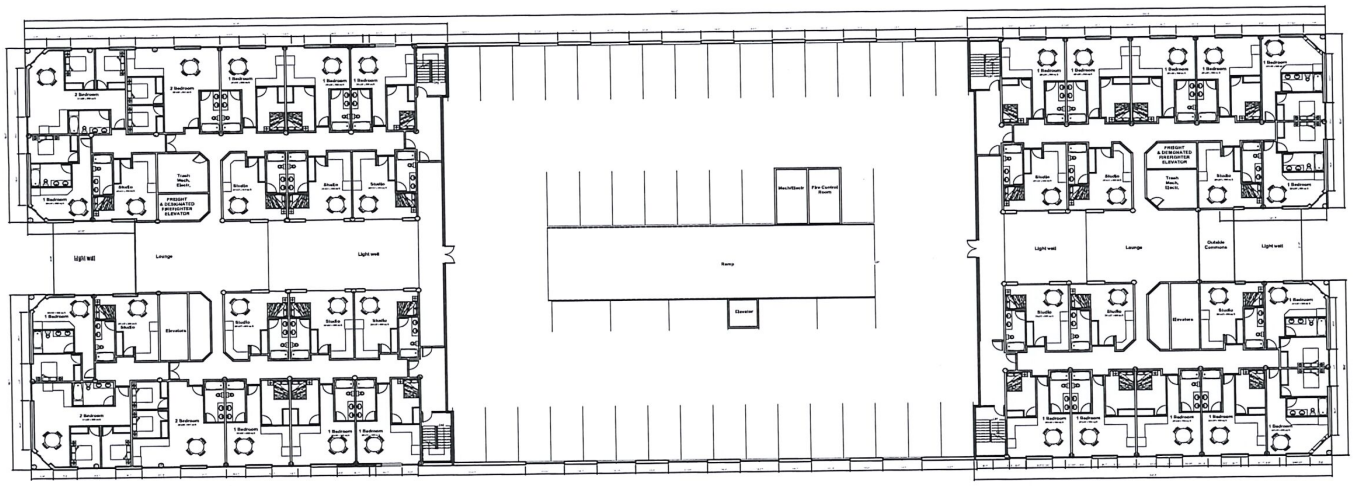
SEAL

A1.0
GROUND FLOOR PLAN



TYPICAL FLOOR PLAN

SCALE: 1/16" = 1'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV
89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 623.310 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X _____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCHENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
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Oakbrook Terrace, IL 60181-4809

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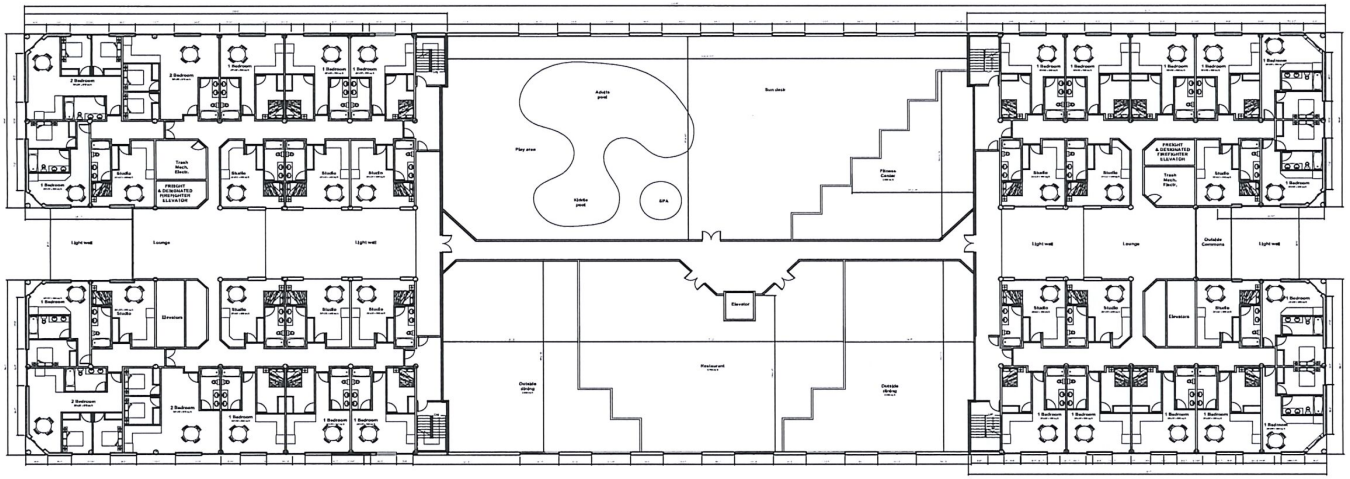
SEAL

A2.0
TYPICAL FLOOR PLAN



12th FLOOR PLAN

SCALE: 1/16" = 1'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV 89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 624.360 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____

CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENGNER
ARCHENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
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Oakbrook Terrace, IL 60181-4809

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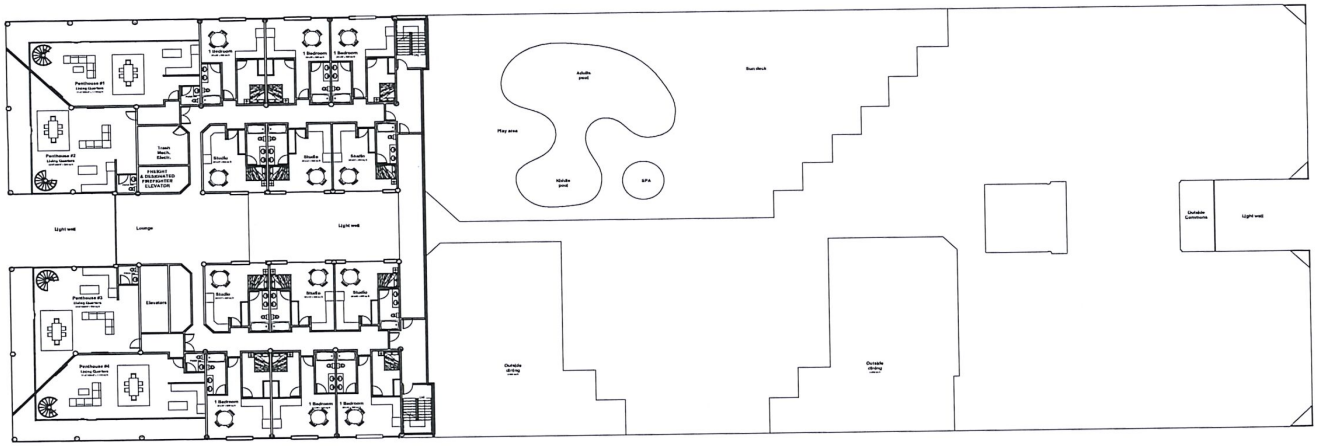
SEAL

A3.0
12th FLOOR PLAN



14th FLOOR PLAN

SCALE: 1/16" = 1'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV 89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 624.340 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENGNER
ARCHENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
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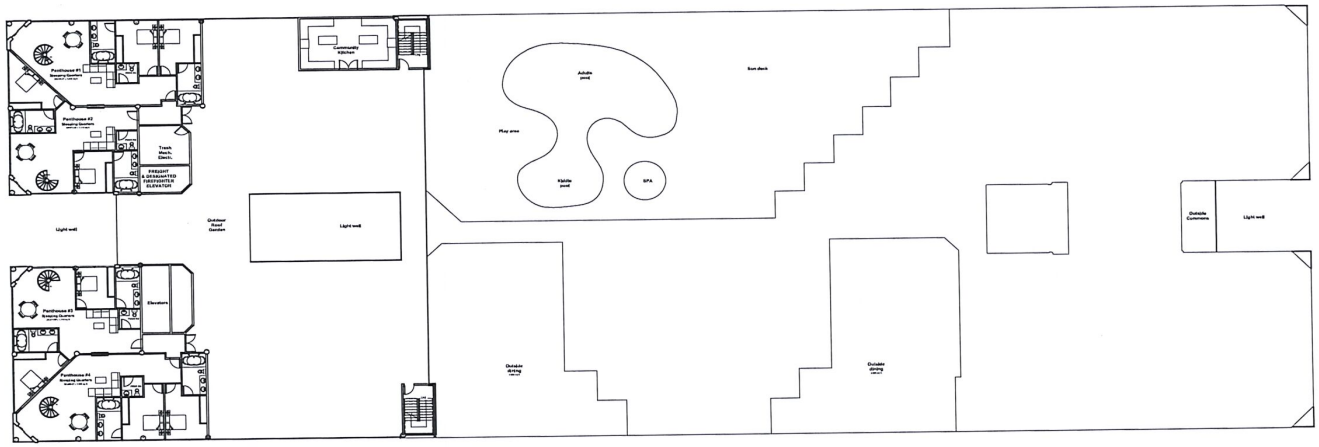
SEAL

A4.0
14th FLOOR PLAN



15th FLOOR PLAN

SCALE: 1/16" = 1'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV
89101
APN#139-34-410-038

NO.	DATE	REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 624.330 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCHENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

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900-932 CASINO CENTER, LLC
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Oakbrook Terrace, IL 60181-4809

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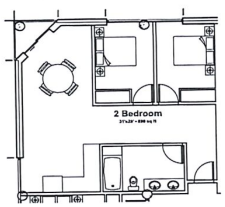
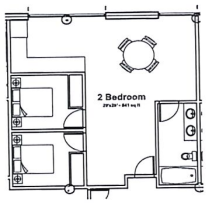
SEAL

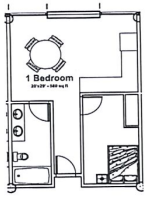
A5.0
15th FLOOR PLAN



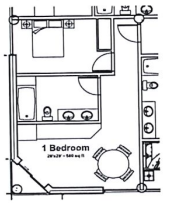
UNIT A - 2 BEDROOM
SCALE: 1/8" = 1'-0"



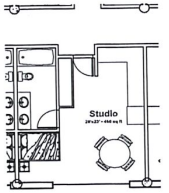
UNIT B - 2 BEDROOM
SCALE: 1/8" = 1'-0"



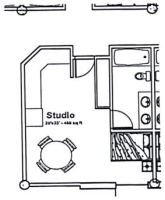
UNIT C - 1 BEDROOM
SCALE: 1/8" = 1'-0"



UNIT D - 1 BEDROOM
SCALE: 1/8" = 1'-0"



UNIT E - STUDIO
SCALE: 1/8" = 1'-0"



UNIT F - STUDIO
SCALE: 1/8" = 1'-0"

EXPLANATION OF SQUARE FOOTAGE CALCULATIONS:

NET SQ. FT.: MEASURED PERIMETER ALONG INTERIOR FACE OF DEMISING/CORRIDOR & EXTERIOR WALLS

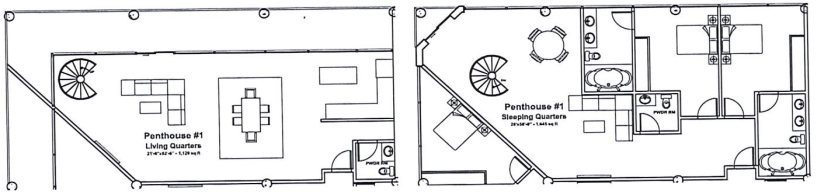
USABLE SQ. FT.: MEASURED TO CENTER OF ALL CORRIDOR, DEMISING & OUTSIDE FACE OF EXTERIOR WALLS

UNIT BREAKDOWN:

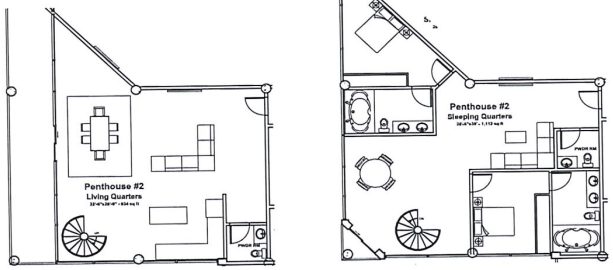
UNIT A: 2 PER FLOOR x 12 FLOORS
UNIT B: 2 PEH FLOOR x 12 FLOORS
UNIT C: 6 PER FLOOR x 13 FLOORS + 8 PER FLOOR x 11 FLOORS
UNIT D: 4 PER FLOOR x 12 FLOORS + 2 PER FLOOR x 11 FLOORS
UNIT E: 6 PER FLOOR x 12 FLOORS + 4 PER FLOOR x 1 FLOOR + 4 PER FLOOR x 11 FLOORS
UNIT F: 2 PER FLOOR x 12 FLOORS + 2 PEH FLOOR x 11 FLOORS
UNIT G: 2 PER FLOOR @ 2 TOP FLOORS
UNIT H: 2 PER FLOOR @ 2 TOP FLOORS

=24 UNITS (2 BEDROOM)
=24 UNITS (2 BEDROOM)
=166 UNITS (1 BEDROOM)
=76 UNITS (1 BEDROOM)
=120 UNITS (STUDIO)
=48 UNITS (STUDIO)
=2 UNITS (PENTHOUSE)
=2 UNITS (PENTHOUSE)
=484 UNITS

(4) PENTHOUSE UNITS:
(4th) 2 BEDROOM UNITS
(2nd) 1 BEDROOM UNITS
(1st) STUDIO UNITS



UNIT G - PENTHOUSE
SCALE: 1/8" = 1'-0"



UNIT H - PENTHOUSE
SCALE: 1/8" = 1'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV 89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 625.340 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCH/ENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
1000 Royce Blvd.
Oakbrook Terrace, IL 60181-4809

Kevin M. Plencner
321 S Casino Center Suite #100
Las Vegas, NV 89101
(847) 609-4663

SEAL

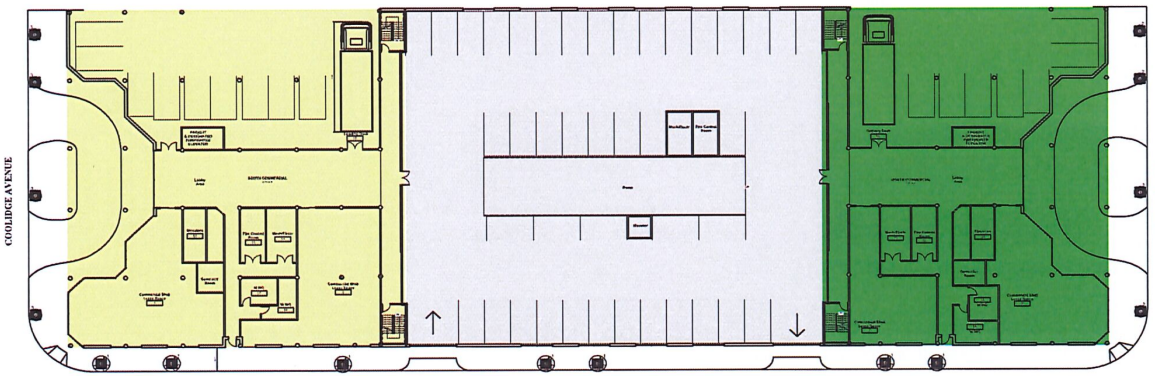
A10.0
ROOM LAYOUTS

PHASING SCHEDULE:

PHASE 1: SENIOR BUILDING (NORTH END - GREEN)

PHASE 2: MULTI-STORY GARAGE, RESTAURANT AND FITNESS CLUB (MIDDLE - GRAY)

PHASE 3: MARKET RENTAL BUILDING (SOUTH END - YELLOW)



LANDSCAPE PLAN

SCALE: 1" = 20'-0"

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LAS VEGAS, NV 89101
APN#139-34-410-038

NO.	DATE	REVISION/ISSUANCES

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x_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCHENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
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Oakbrook Terrace, IL 60181-4609

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T3.0
PHASING PLAN



FRONT ELEVATION
SCALE: 1/16" = 1'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV 89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 623.350 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	00000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCH/ENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
1000 Royce Blvd.
Oakbrook Terrace, IL 60181-4809

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321 S Casino Center Suite #100
Las Vegas, NV 89101
(847) 609-4663

SEAL

A7.0
FRONT ELEVATION



RIGHT ELEVATION
SCALE: 1/16" = 1'-0"



LEFT ELEVATION
SCALE: 1/16" = 1'-0"

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LAS VEGAS, NV 89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 623.300 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	60000
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCH/ENG:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
1000 Royce Blvd.
Oakbrook Terrace, IL 60181-4800

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321 S Casino Center Suite #100
Las Vegas, NV 89101
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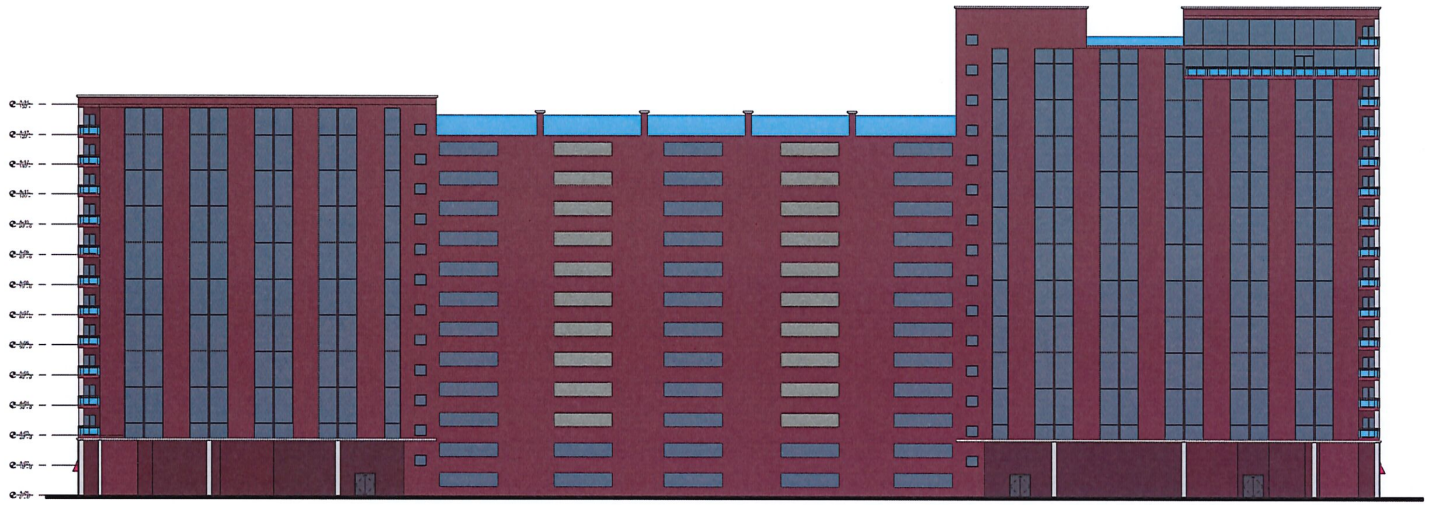
SEAL

A8.0
RIGHT & LEFT ELEVATIONS



BACK ELEVATION
SCALE: 1/16" = 1'-0"

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900-932 SOUTH CASINO CENTER BOULEVARD

LAS VEGAS, NV
89101
APN#139-34-410-038

NO. DATE REVISIONS/ISSUANCES

THESE PLANS ARE PREPARED & SUBMITTED BY THE CONTRACTOR AS AN EXEMPTION TO NRS 623.300 FOR WORK UNDER THE CONTRACTORS LICENSE CATEGORY AUTHORIZED UNDER NRS 624.

X_____
CONTRACTOR SIGNATURE

PROJECT NUMBER:	60060
PROJECT MANAGER:	KEVIN M. PLENCNER
ARCHITECT:	
SCALE:	AS NOTED
DRAWN BY:	
CHECKED BY:	

Owner
900-932 CASINO CENTER, LLC
1000 Royce Blvd.
Oakbrook Terrace, IL 60181-4809

Kevin M. Plencner
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Las Vegas, NV 89101
(847) 609-4663

SEAL

A9.0
BACK ELEVATION



20-0249 - APPLICANT/OWNER: 900-932 CASINO CENTER, LLC
SOUTHWEST CORNER OF CASINO CENTER BOULEVARD AND HOOVER AVENUE

11/04/20



20-0249 - APPLICANT/OWNER: 900-932 CASINO CENTER, LLC
SOUTHWEST CORNER OF CASINO CENTER BOULEVARD AND HOOVER AVENUE

11/04/20



20-0249 - APPLICANT/OWNER: 900-932 CASINO CENTER, LLC
SOUTHWEST CORNER OF CASINO CENTER BOULEVARD AND HOOVER AVENUE

11/04/20



20-0249 - APPLICANT/OWNER: 900-932 CASINO CENTER, LLC
SOUTHWEST CORNER OF CASINO CENTER BOULEVARD AND HOOVER AVENUE

11/04/20

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
MICHELE FIORE
CEDRIC CREAR

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING

ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
DEPARTMENT OF PLANNING
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229 6301 | VOICE
702.474 7463 | FAX
711 | TTY

cityoflasvegas
lasvegasnevada.gov

November 8, 2018

Mr Kevin Plencner
900-932 Casino Center, LLC
321 South Casino Center Boulevard, Suite #100
Las Vegas, Nevada 89101

RE: EOT-74564 - EXTENSION OF TIME – SPECIAL USE PERMIT
CITY COUNCIL MEETING OF NOVEMBER 7, 2018

Dear Mr Plencner:

The City Council at a regular meeting held on November 7, 2018 voted to ***APPROVE*** a request for an Extension of Time of an approved Special Use Permit (SUP-65287) FOR A 14-STORY MIXED-USE DEVELOPMENT INCLUDING 33,396 SQUARE FEET OF COMMERCIAL SPACE AND 458 RESIDENTIAL UNITS at the southwest corner of Casino Center Boulevard and Hoover Avenue (APNs 139-34-410-032 through 038), C-1 (Limited Commercial) Zone, Ward 3 (Coffin)

This approval is subject to the following conditions:

Planning

1 Special Use Permit (SUP-65287) shall expire on November 16, 2020, unless another Extension of Time is approved by the City Council.

2 Conformance to the Conditions of Approval for Special Use Permit (SUP-65287) shall be required, if approved

The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2018

Sincerely,

Robert Summerfield

Robert Summerfield, AICP
Director
Department of Planning

RTS.clb

20-0249
10/19/2020

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

LOIS TARKANIAN
Mayor Pro Tem

STAVROS S. ANTHONY
BOB COFFIN
STEVEN G. SEROKA
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cityoflasvegas
lasvegasnevada.gov

November 8, 2018

Mr. Kevin Plencner
900-932 Casino Center, LLC
321 South Casino Center Boulevard, Suite #100
Las Vegas, Nevada 89101

RE: EOT-74565 - EXTENSION OF TIME RELATED TO EOT-74564 – SITE DEVELOPMENT PLAN REVIEW
CITY COUNCIL MEETING OF NOVEMBER 7, 2018

Dear Mr. Plencner:

The City Council at a regular meeting held on November 7, 2018 voted to ***APPROVE*** a request for an Extension of Time on a Site Development Plan Review (SDR-65288) FOR A 14-STORY MIXED-USE DEVELOPMENT INCLUDING 33,396 SQUARE FEET OF COMMERCIAL SPACE AND 458 RESIDENTIAL UNITS WITH WAIVERS OF DOWNTOWN CENTENNIAL PLAN ARCHITECTURAL STANDARDS on 1.25 acres at the southwest corner of Casino Center Boulevard and Hoover Avenue (APNs 139-34-410-032 through 038), C-1 (Limited Commercial) Zone, Ward 3 (Coffin).

This approval is subject to the following conditions:

Planning

1. Site Development Plan Review (SDR-65288) shall expire on November 16, 2020, unless another Extension of Time is approved by the City Council.

2. Conformance to the conditions of approval of Site Development Plan Review (SDR-65288) and all other site related actions as required by the Department of Planning and Department of Public Works.

The Notice of Final Action was filed with the Las Vegas City Clerk on November 8, 2018.

Sincerely,

Robert Summerfield

Robert Summerfield, AICP
Director
Department of Planning

RTS:clb

10/2/20

JUSTIFICATION LETTER

FROM: 900-932 S. CASINO CENTER, LLC

RE; EXTENSION OF TIME E0T-74564 20-0249

This letter serves as an explanation and justification for our request for approval of an extension of time for EOT-74564, Site Development Plan Review (sdr-65288) a 14-Story Mixed-Use Development, including 33,396 square feet of commercial space and 458 residential units with waivers of Downtown Centennial Plan Architectural Standards on 1.25 acres.

Market Conditions, due to the Covid pandemic and other underlying conditions, have caused a delay in moving forward with the project. In the future we would like to discuss with the City of Las Vegas and the State of Nevada, assistance with the Senior Housing component and the parking garage portion of the project. The Senior component would bring to market 198 affordable, subsidized, housing units in a marketplace that has a waiting list of need. Along with the shortage of parking in the area, the parking portion, would bring to area over 500 additional spaces.

X _____

KEVIN M. PLENCNER

900-932 S. CASINO CENTER LLC

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
76a

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0249-EOT1 - Extension of Time of an approved Special Use Permit (SUP-65287) FOR A 14-STORY MIXED-USE DEVELOPMENT INCLUDING 33,396 SQUARE FEET OF COMMERCIAL SPACE AND 458 RESIDENTIAL UNITS

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. 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: December 16, 2020

Agenda Item No.:
76b

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0249-EOT2 - Extension of Time of an approved Site Development Plan Review (SDR-65288) FOR A 14-STORY MIXED-USE DEVELOPMENT INCLUDING 33,396 SQUARE FEET OF COMMERCIAL SPACE AND 458 RESIDENTIAL UNITS WITH WAIVERS OF DOWNTOWN CENTENNIAL PLAN ARCHITECTURAL STANDARDS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. 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: December 16, 2020

Agenda Item No.:
77

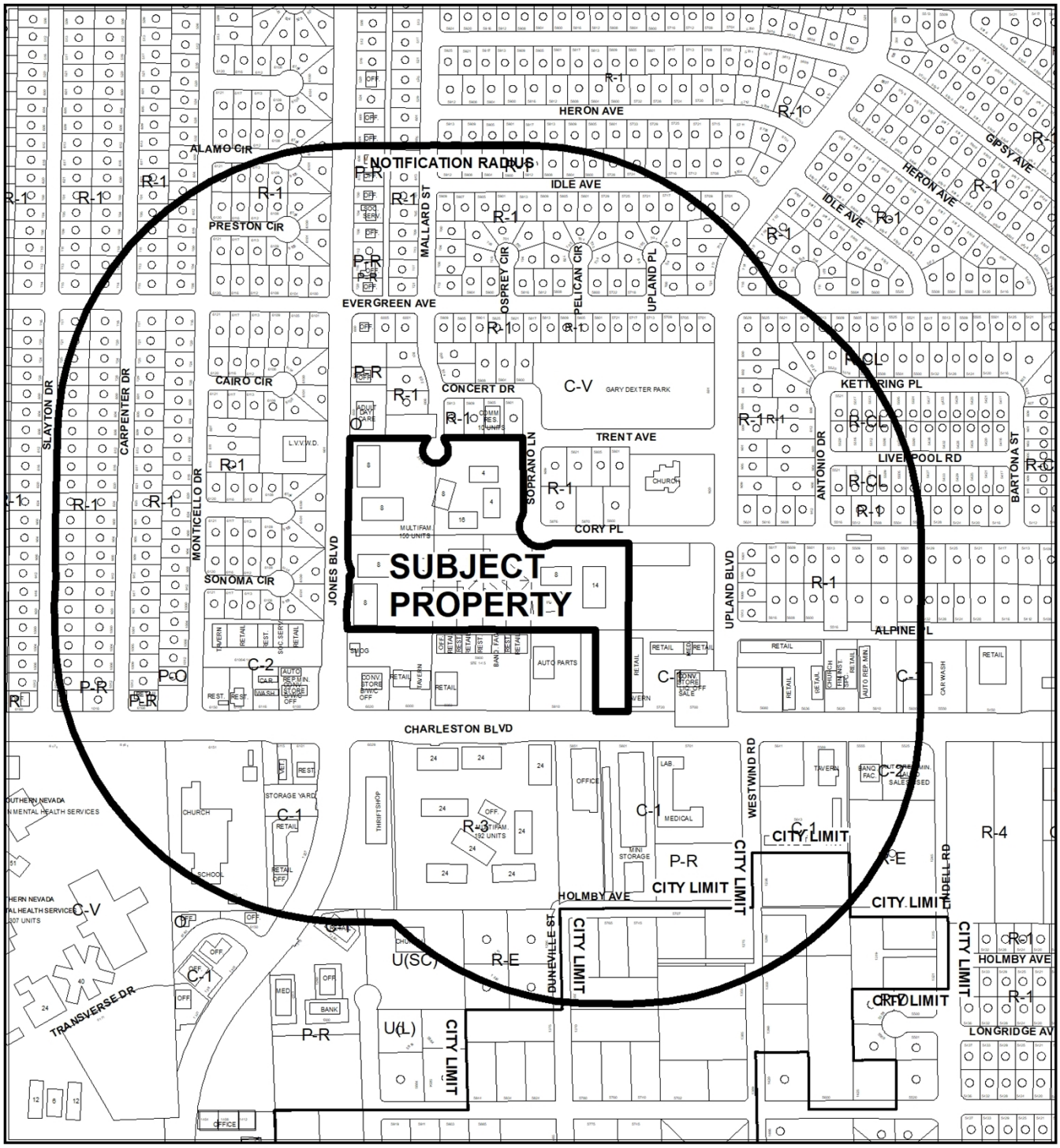
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0188-ZON1 - REZONING - PUBLIC HEARING - APPLICANT: INTERNATIONAL ASSET MANAGERS, INC. - OWNER: SHANDER INTERNATIONAL, LLC - For possible action on a Land Use Entitlement project request for a Rezoning FROM: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT – 15 UNITS PER ACRE) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 11.96 acres at 5800 West Charleston Boulevard (APNs Multiple), Ward 1 (Knudsen). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	4	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Land Use Map
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Submitted after Final Agenda - Executed Condition Confirmation Documentation and Protest Postcards
8. Backup Submitted for the November 10, 2020 Planning Commission Meeting

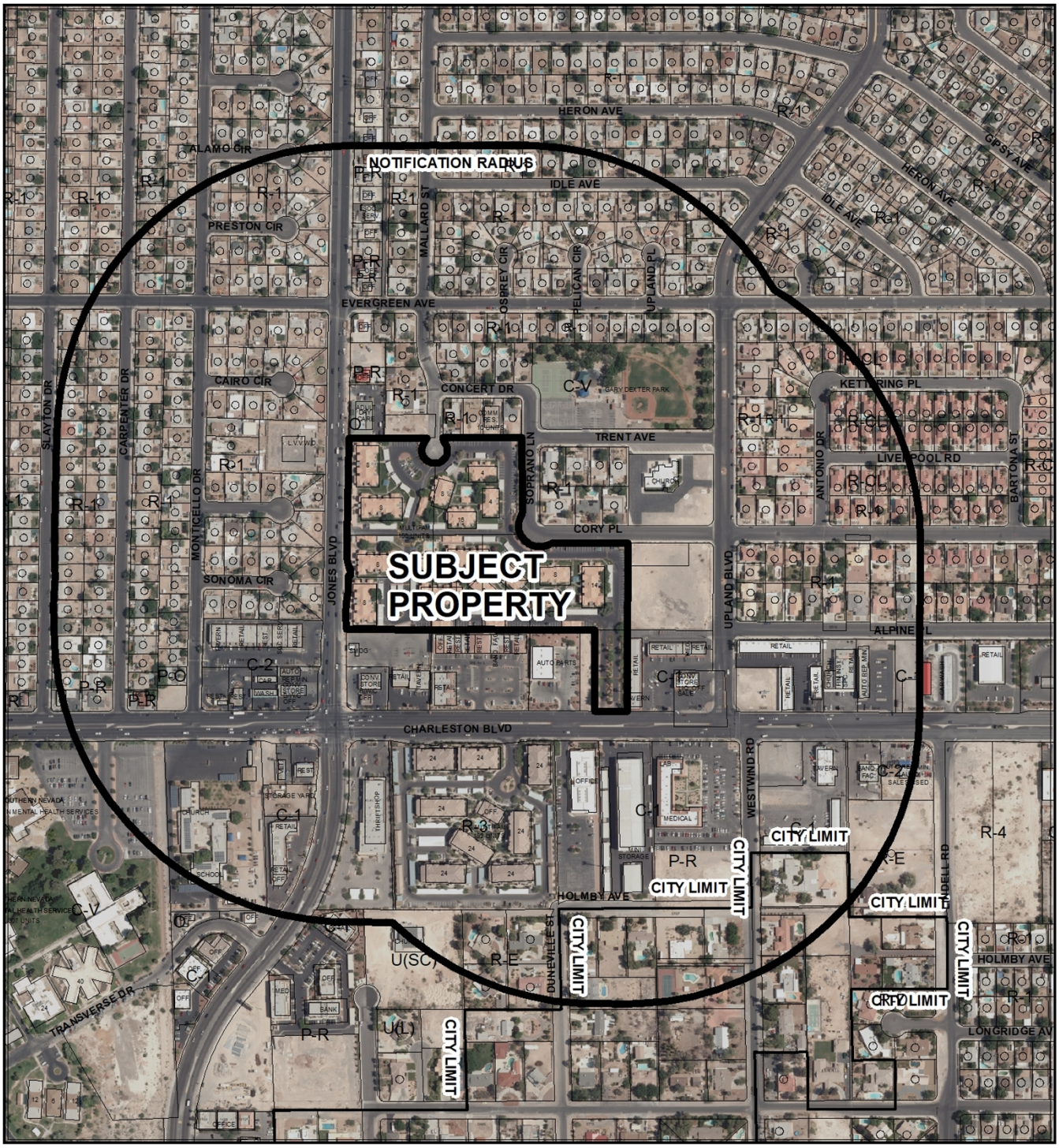


CASE: **20-0188-ZON1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT – 15 UNITS PER ACRE)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)



0 387.5 775 Feet

CASE: **20-0188-ZON1**

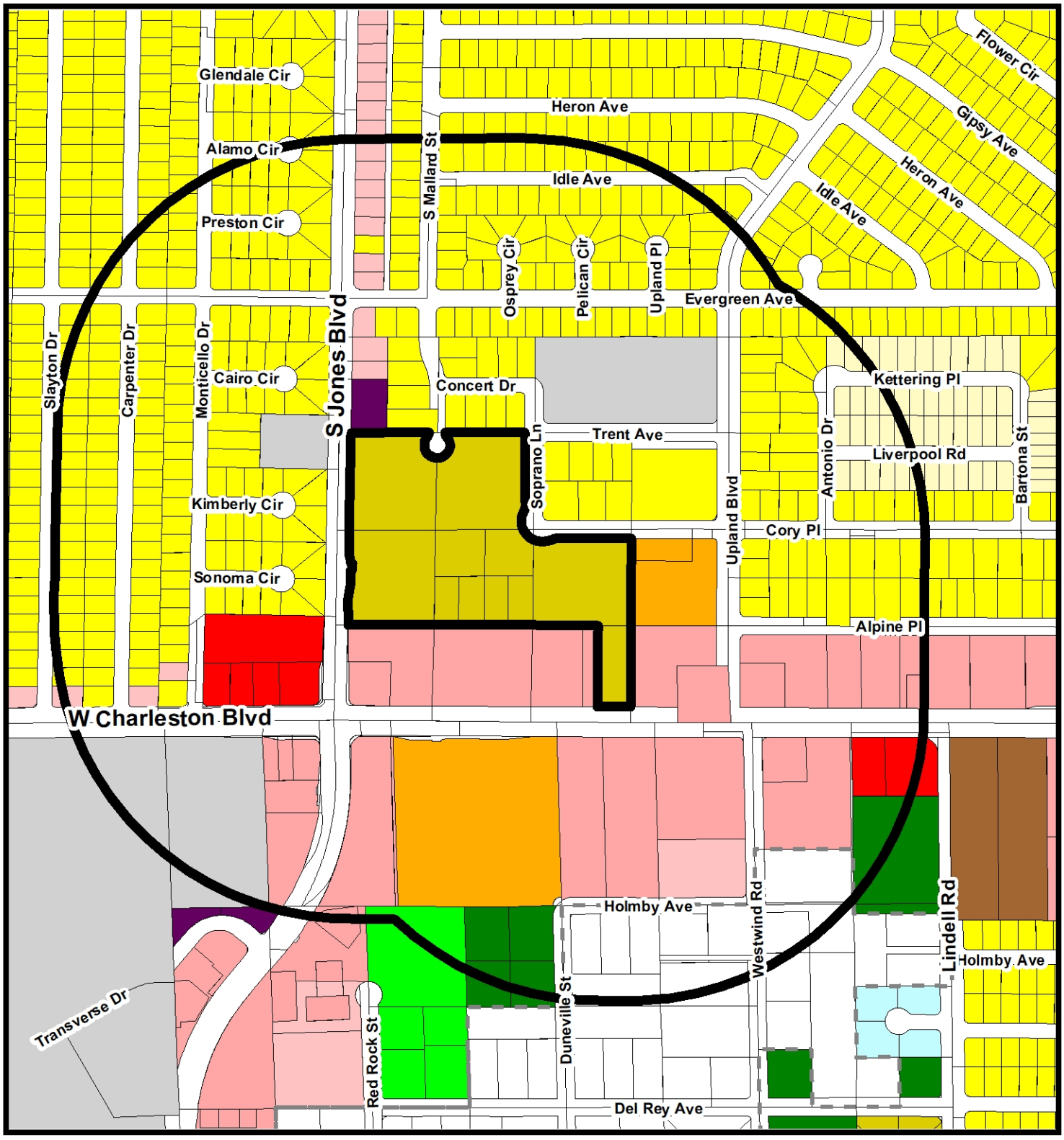
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT – 15 UNITS PER ACRE)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

N

20-0188-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T4-C - T4 Corridor
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- TC - Town Center

FROM R-PD15 TO R-3

- 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, October 12, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: INTERNATIONAL ASSET MANAGERS, INC. - OWNER: SHANDER INTERNATIONAL, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0188-ZON1	Staff recommends APPROVAL.	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 21

NOTICES MAILED 678 (By City Clerk)

PROTESTS 4

APPROVALS 0

CS

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request to rezone property located at 5800 West Charleston Boulevard.

ISSUES

- Rezoning (20-0188-ZON1) is requested to rezone the subject site from R-PD15 (Residential Planned Development – 15 units per acre) to R-3 (Medium Density Residential). Staff supports the request.
- The existing Multi-Family Residential development conforms to existing Title 19 R-3 (Medium Density Residential) development standards.
- If approved, all previous conditions of approval for Rezoning (ZON-5566) will be eliminated.

ANALYSIS

This subject site is home to an existing Multi-Family Residential development and zoned R-PD15 (Residential Planned Development – 15 units per acre). The City Council approved an expansion of the subject development to the lots adjacent to the east via Site Development Plan Review (SDR-77259) on November 20, 2019. The applicant now proposes to rezone the subject properties in order to allow a lot consolidation for the entire development.

As the request conforms with the existing Multi-Family Residential development and with the existing M (Medium Density Residential) general plan designation, staff recommends approval.

FINDINGS (20-0188-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed R-3 (Medium Density Residential) zoning district conforms with the existing M (Medium Density Residential) general plan designation.

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

The medium density residential uses that are allowed within the R-3 (Medium Density Residential) zoning district are compatible with the adjacent residential uses in the area.

3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.

Residential uses that are permitted in the proposed R-3 (Medium Density Residential) zoning district are appropriate for the subject area. The proposed zoning district conforms with the existing multi-family residential.

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 site will remain from Jones Boulevard, an 80-foot Collector Street and Charleston Boulevard, a 100-foot Primary Arterial as described by the Master Plan of Streets and Highways are adequate in size to continue servicing the needs of the subject development.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/19/05	The City Council approved Rezoning (ZON-5566) request for a Rezoning from R-PD14 (Residential Planned Development - 14 units per acre) to R-PD15 (Residential Planned Development - 15 units per acre) on 12.58 acres at 5800 West Charleston Boulevard. The Planning Commission and Staff recommended approval.
	The City Council approved Site Development Plan Review (SDR-5568) request for a proposed addition of a six-unit multi-family building to an existing apartment complex. The Planning Commission and Staff recommended approval.
08/03/20	Parcel Map (100033-PMP) request was submitted for a one-lot parcel consolidation on 13.92 acres at 5800 West Charleston. Planning Staff denied the request as all of the parcels must have the same zoning district designation prior to consolidation.
11/10/20	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project request for a Rezoning FROM: R-PD15 (RESIDENTIAL PLANNED DEVELOPMENT – 15 UNITS PER ACRE) TO: R-3 (MEDIUM DENSITY RESIDENTIAL) on 11.96 acres at 5800 West Charleston Boulevard (APNs Multiple), Ward 1 (Knudsen).

Most Recent Change of Ownership	
04/20/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits/business licenses of note.

Pre-Application Meeting	
09/14/20	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Rezoning.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/30/20	Staff conducted a routine field check and found an existing multi-family residential development. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	11.96

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Multi-Family Residential	M (Medium Density Residential)	R-PD15 (Residential Planned Development – 15 Units Per Acre)
North	Single Family, Detached	M (Medium Density Residential)	R-1 (Single Family Residential)
		L (Low Density Residential)	
		O (Office)	O (Office)
South	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Undeveloped	M (Medium Density Residential)	R-3 (Medium Density Residential)
	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Shopping Center	MXU (Mixed Use)	C-1 (Limited Commercial)
	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
	Las Vegas Valley Water District (LVVWD)	PF (Public Facility)	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 (200 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

Existing Zoning	***Permitted Density***	***Units Allowed***
R-PD15 (Residential Planned Development – 15 units per acre)	15 du/acre	179
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-3 (Medium Density Residential)	13-50 du/lot	Maximum dwelling units per acre (DUA) is determined by the underlying General Plan Designation and may not exceed the density permitted under said designation.

Existing General Plan	*Permitted Density*	*Units Allowed*
M (Medium Density Residential)	25.49 du/acre	304*

*The existing site is fully developed and would require new land use entitlements to redevelop the site if additional density beyond the current allowed 179 units were to be requested.

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) Zone Change to allow for completion of parcel map

Project Address (Location) NEC of Jones and Charleston

Project Name Tiffany Apartments **Proposed Use** Existing Multi-Family

Assessor's Parcel #(s) 138-36-401-012 through 020 and 138-36-406-001 and 009 **Ward #** 1

General Plan: Existing Medium Proposed Medium **Zoning:** Existing R-PD15 Proposed R-3

Additional Information Rezone parcels to R-3 to allow for APNs 138-36-406-002 and 003 to be added to project through a parcel map.
All parcels must be the same zoning designation per comments from 100033-PMP and R-PD15 is no longer available as a zoning district

Property Owner Shander International, LLC Contact
Address 8328 Telescope Peak Court City Las Vegas State NV Zip 89145
E-mail Phone

Applicant International Asset Managers. Inc. Contact Alexander Tzvetansky
Address 5800 West Charleston Blvd. City Las Vegas State NV Zip 89146
E-mail alextansky@yahoo.com Phone 702-258-4404

Representative Kaempfer Crowell Contact Bob Gronauer
Address 1980 Festival Plaza Drive, Suite 650 City Las Vegas State NV Zip 89135
E-mail RJG@kcnvlaw.com Phone 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**
Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Alexander Tzvetansky

Subscribed and sworn before me
This 2 day of September, 20 20
Lea Arneson Clark County State of Nevada
Notary Public in and for said County and State

LEA ARNESON
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 07-5220-1
MY APPT. EXPIRES MAY 17, 2023

20-0188
09/21/2020



20-0188-ZON1 - APPLICANT: INTERNATIONAL ASSET MANAGERS, INC. - OWNER: SHANDER INTERNATIONAL, LLC
5800 WEST CHARLESTON BOULEVARD

09/30/2020



20-0188-ZON1 - APPLICANT: INTERNATIONAL ASSET MANAGERS, INC. - OWNER: SHANDER INTERNATIONAL, LLC
5800 WEST CHARLESTON BOULEVARD

09/30/2020



20-0188-ZON1 - APPLICANT: INTERNATIONAL ASSET MANAGERS, INC. - OWNER: SHANDER INTERNATIONAL, LLC
5800 WEST CHARLESTON BOULEVARD

09/30/2020

KAEMPFER CROWELL
ATTORNEYS AT LAW
LAS VEGAS OFFICE
ELISABETH E. OLSON
eolson@kcnvlaw.com
702.792.7000

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1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

RECEIVED
09/03/2020
CITY OF LAS VEGAS
COMPREHENSIVE PLANNING

September 3, 2020

COMPREHENSIVE PLANNING DEPARTMENT
333 N. Rancho Drive
Third Floor
Las Vegas, Nevada 89106

Re: Justification Letter – Zone Change
International Asset Managers, Inc.
Jones Boulevard and Charleston Boulevard

To Whom It May Concern:

This firm represents International Asset Managers, Inc. (the "Applicant") in the above referenced matter. The property is located on the northeast corner of Jones Boulevard and Charleston Boulevard in the City of Las Vegas (the "Property"). The Property is more particularly described as Assessor's Parcel Numbers 138-36-401-012 through 020 and 138-36-406-001 and 009. The Applicant is requesting a zone change as required from comments received from Parcel Map Application 100033-PMP. *See attached comment letter attached.*

The Applicant obtained entitlement approval for an expansion of the existing apartment complex on the two parcels directly to the east of the Property (GPA-77257, ZON-77258 and SDR-77259). These parcels are 138-36-406-002 and 003. In order to combine all parcels, they must be the same zoning designation. Because the subject Property is zoned R-PD15, a zoning designation no longer used under Title 19, the request was to rezone the Property to R-3 to match the eastern parcels. This change will not negatively impact the surrounding uses in any way as the apartment complex is existing.

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

Elisabeth E. Olson

Memorandum

Department of Public Works
City Engineer Division
Survey Section
Phone (702) 229-6217
Fax (702) 804-8582
www.lasvegasnevada.gov

To: TIMOTHY DOBBINS, PLS
From: ALAN R RIEKKI, PLS - CITY SURVEYOR
Copy: BART ANDERSON, P.E. - DEPARTMENT OF PUBLIC WORKS
STEVE GEBEKE - DEPARTMENT OF PLANNING
PETER LOWENSTEIN - DEPARTMENT OF PLANNING
Shander International, LLC-Alexander TZVETANSKY

Date: August 25, 2020

RE: **Parcel Map 100033-PMP - Tiffany Place Apartments**

Attached is a redlined drawing delineating comments for the above map.

1107718 Case Planning Status: Denied August 25, 2020

If you have any questions regarding the following Planning comments please call (702) 229-6301.

100033-PMP

Department of Planning staff has Denied your request for technical review of the blueline Parcel Map. Prior to Planning approval of the submitted parcel map, all of the parcels must be the same zoning district. Therefore, a rezoning would be required. However, rezoning the property to R-PD15 [Residential Planned Development – 15 Units per Acre] is not an option as that zoning district is no longer available as a zone district in Title 19. The other choice would be to rezone all the parcels to R-3 (Medium Density Residential), which would be compatible with the current General Plan of M (Medium Density Residential).

Until these entitlements are approved, the proposed parcel map is Denied.

1107719 Development Coordination Review Status: Conditionally Approved August 20, 2020

If you have any questions regarding the following Development Coordination comments please call (702) 229-6327.

Sheet 2 of 2: Grant access easement or show existing access right for APN 138-36-406-010 adjacent to Alpine Place as shown on approved site plan [SDR-77259].

20-0188
09/17/2020

1107727 Survey Review Status: Conditionally Approved August 12, 2020

If you have any questions regarding the following Survey comments please call (702) 229-6217.

Legal descriptions are not required on minor subdivisions therefore you may remove at your discretion.

Correct the Recorder's Block to read "FILE" not "BOOK".

Setting of monuments at the curb returns along the boundary is not required and may be removed.

Please remove the setting of monuments at the extension of the boundary with the abutting road centerlines.

Provide a width for the ROW for Cory Place. Label the Basis of Bearings on the map sheet.

End of Comments



20-0188
09/17/2020

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 20-0188-ZON1 – REZONING

SUBJECT: APPLICANT: INTERNATIONAL ASSET MANAGERS, INC. - OWNER: SHANDER INTERNATIONAL, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***DECEMBER 16, 2020 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov.*** If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, DECEMBER 15, 2020.***

Signature

12-10-2020
Date

Alexander Izvekansky
Please Print Name

International Asset Managers, Inc.
Company Name

Sincerely,

Robert Summerfield, AICP
Planning Director
Department of Planning

AGENDA ITEM #77
RECEIVED 12.10.20

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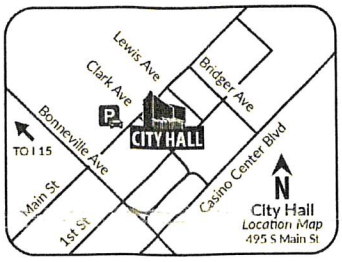

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0188-ZON1
City Council Meeting of **12/16/2020**

20-0188-ZON1
13836316025
ERTEL LAWRENCE R & LENORE
5808 IDLE AVE
LAS VEGAS NV 89107-3639

97 JRDFNP1 89107

City of Las Vegas
Office of The City Clerk
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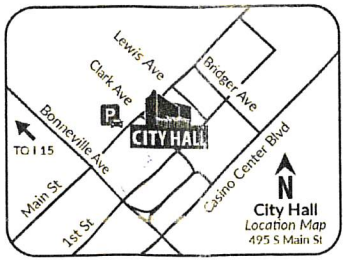

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20-0188-ZON1
City Council Meeting of **12/16/2020**

20-0188-ZON1
13835811069
ANDERSON CAROL M
909 CARPENTER DR
LAS VEGAS NV 89107-3411

Submitted after final agenda
Date 12/14/20 Item 77

97 JRDFNP1 89107

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
11/04/2020

CASE: 20-0188-ZON1

SUBJECT: APPLICANT: INTERNATIONAL ASSET MANAGERS, INC. - OWNER: SHANDER INTERNATIONAL, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 10, 2020*** 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, NOVEMBER 9, 2020.***

Signature — 11/4/20 Date

Lindsay Haempfer
Please Print Name

Haempfer Crowell
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda **ITEM 10**

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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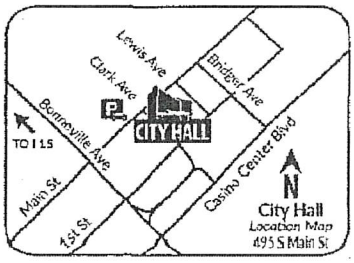

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NOV 10 2020
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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20-0188-ZON1
Planning Commission Meeting of **11/10/2020**

20-0188-ZON1
13836316003
MARX JAMES G & MARCIA K
1501 WINDHAVEN CIR
LAS VEGAS NV 89117-1532

143 HRDFMP1 09117

Submitted after final agenda 10P

City of Las Vegas
Department of Planning
Development Services Center
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Las Vegas, Nevada 89106

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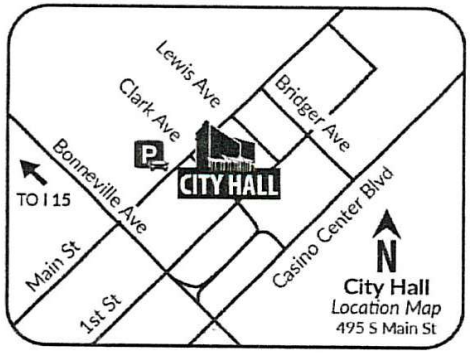

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NOV 16 2020
Dept of Planning
City of Las Vegas

VAC

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0188-ZON1

Planning Commission Meeting of **11/10/2020**

20-0188-ZON1
13835718030
MARIN ERLINDA A PONCE
PONCE ROSA M MARIN
6105 PRESTON CIR
LAS VEGAS NV 89107-3654

VAC
89105>3703
97 HRDFNP1 89107

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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NOV 16 2020
Dept of Planning
City of Las Vegas

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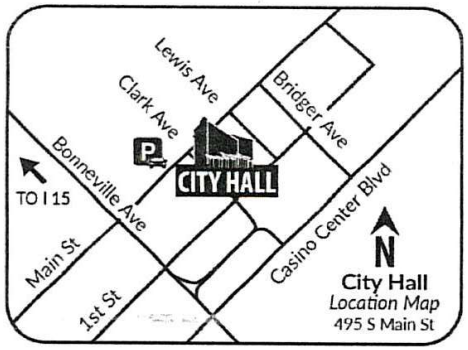

City Council - page 307

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0188-ZON1

Planning Commission Meeting of **11/10/2020**

20-0188-ZON1
13836316027
BLUNK ROBERT E & YVONNA M
5800 IDLE AVE
LAS VEGAS NV 89107-3639

97 HRDFNP1 89107

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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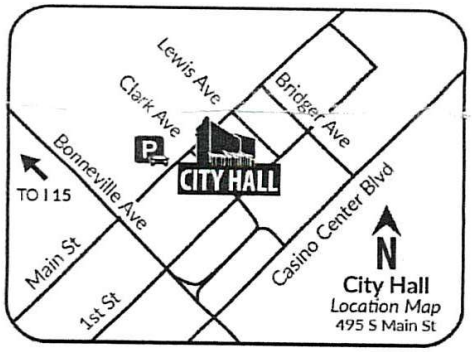

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City of Las Vegas

City Council - page 998

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0188-ZON1

Planning Commission Meeting of **11/10/2020**

20-0188-ZON1
13835812003
KILLIAN RODNEY K REVOCABLE LIVING TRUST
KILLIAN TODD TRS
1004 SMITH ST
LAS VEGAS NV 89108

99 HRDFNP1 89108

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
78

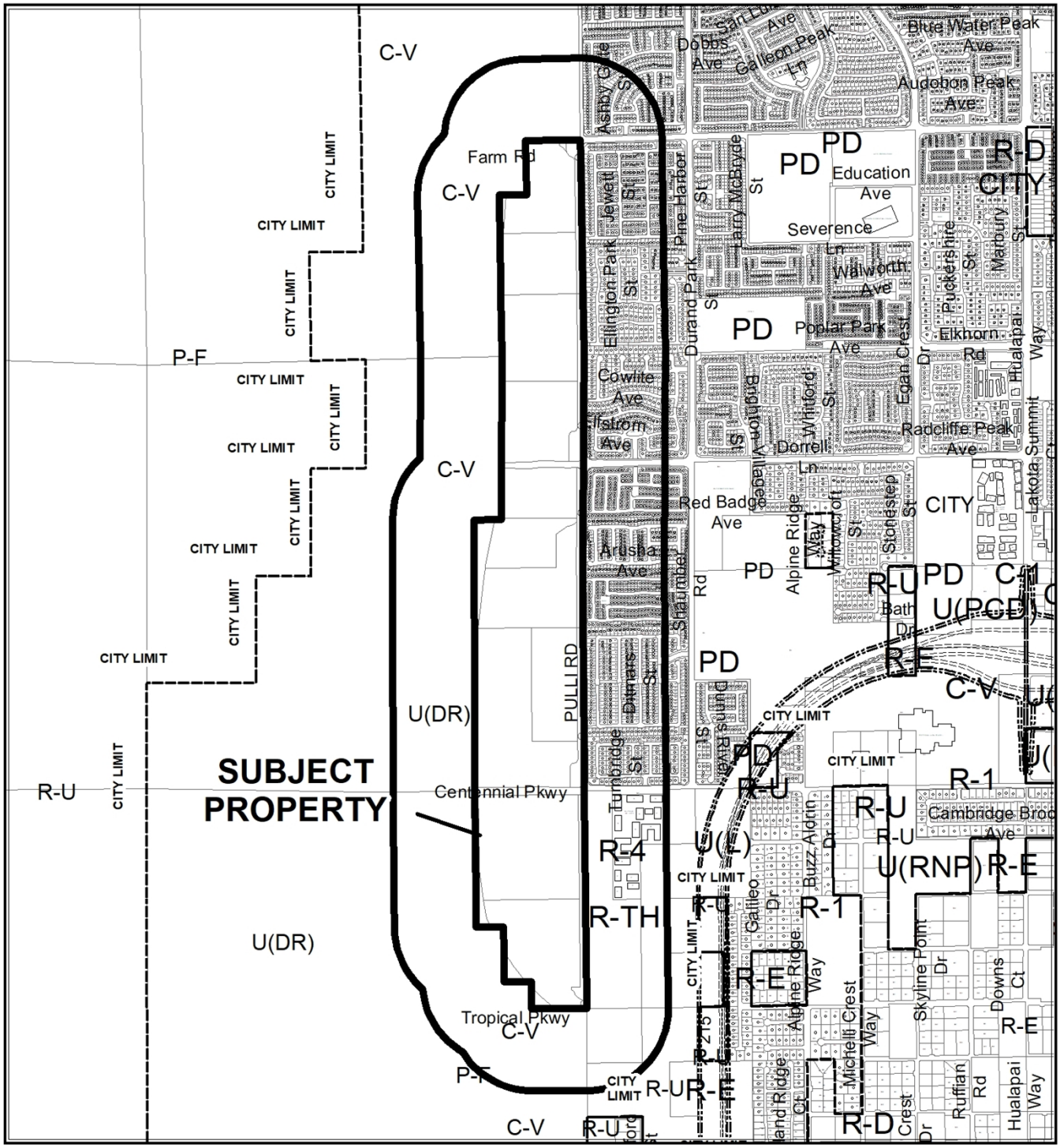
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0199 - PUBLIC HEARING - APPLICANT/OWNER: 190 OCTANE FT PARTNERS, LLC - For possible action on the following Land Use Entitlement project requests, Ward 6 (Fiore). The Planning Commission (6-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	9	Planning Commission Mtg.	1
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

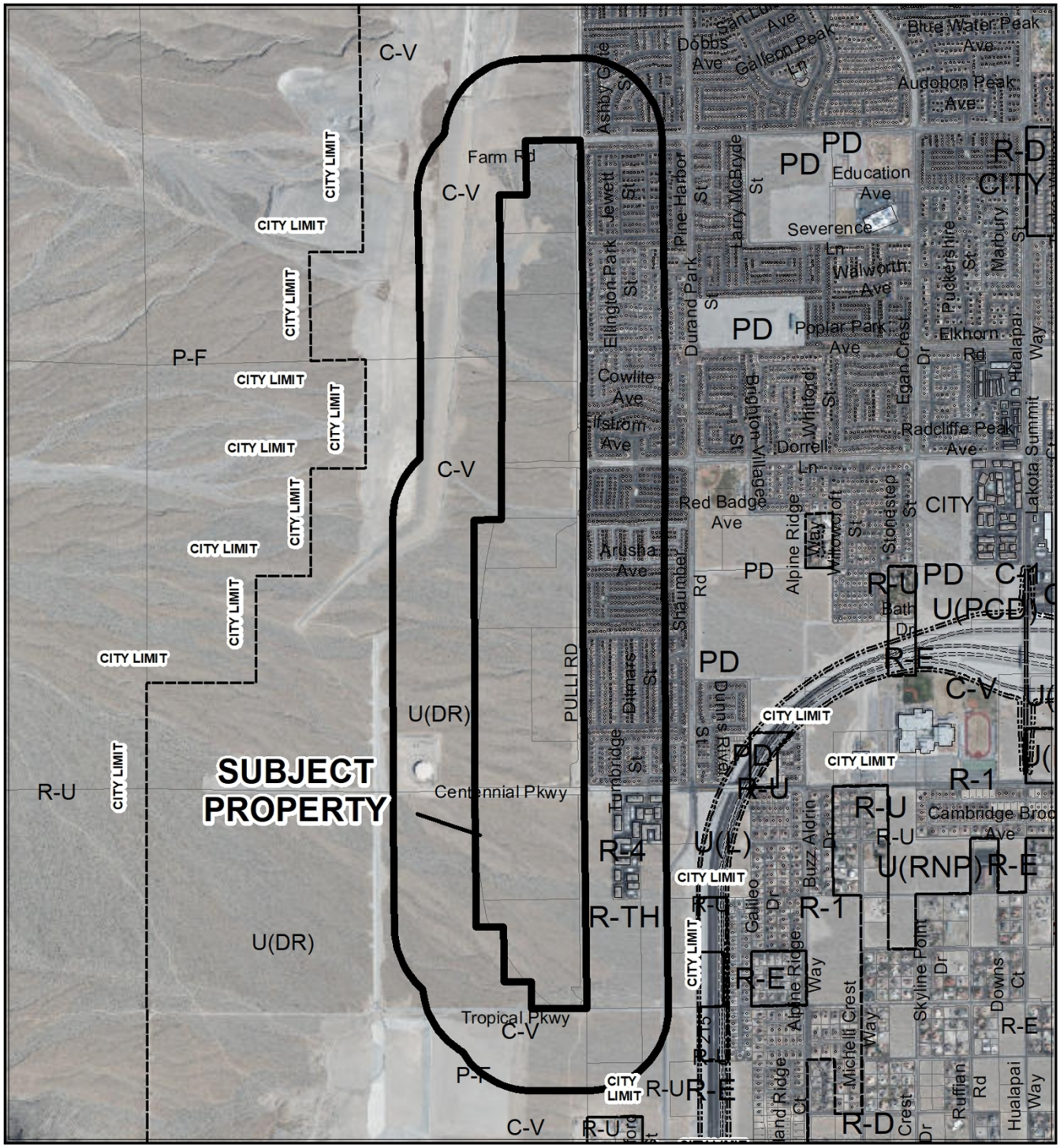
BACKUP DOCUMENTATION:
1. Location and Aerial Maps for 20-0199-MOD1
2. Location and Aerial Maps for 20-0199-TMP1
3. Conditions and Staff Report
4. Supporting Documentation for 20-0199-MOD1
5 Supporting Documentation for 20-0199-TMP1
6. Photo(s)
7. Justification Letter
8. School Development Tracking Form Submitted by Clark County School District for 20-0199-TMP1
9. Protest Postcards - 20-0199-MOD1 and 20-0199-TMP1
10. Submitted after Final Agenda - Abeyance Request Letter and Protest Postcards
11. Backup Submitted for the November 10, 2020 Planning Commission Meeting



CASE: **20-0199-MOD1**

RADIUS: 1000 FEET

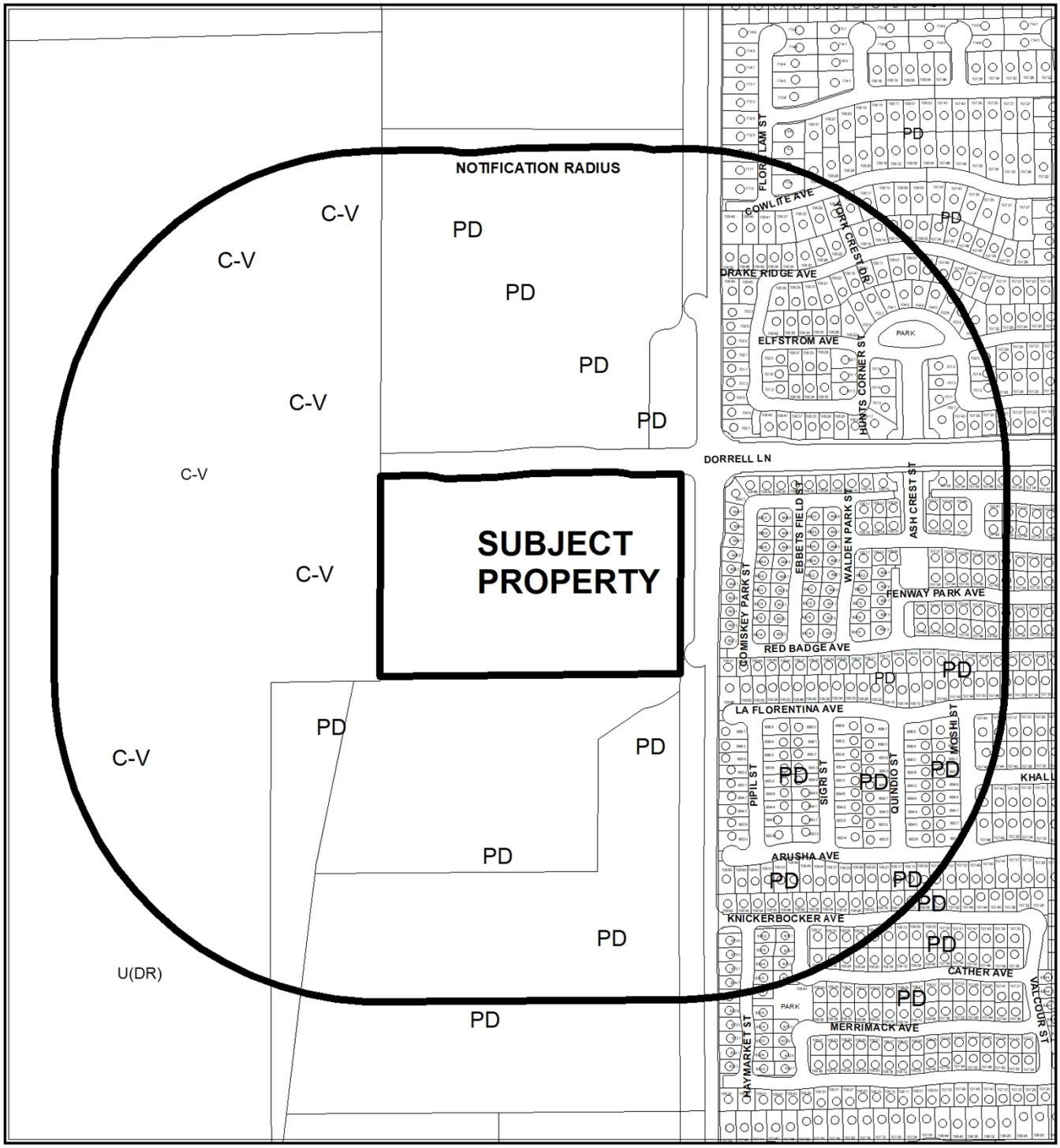
ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



CASE: **20-0199-MOD1**

RADIUS: 1000 FEET

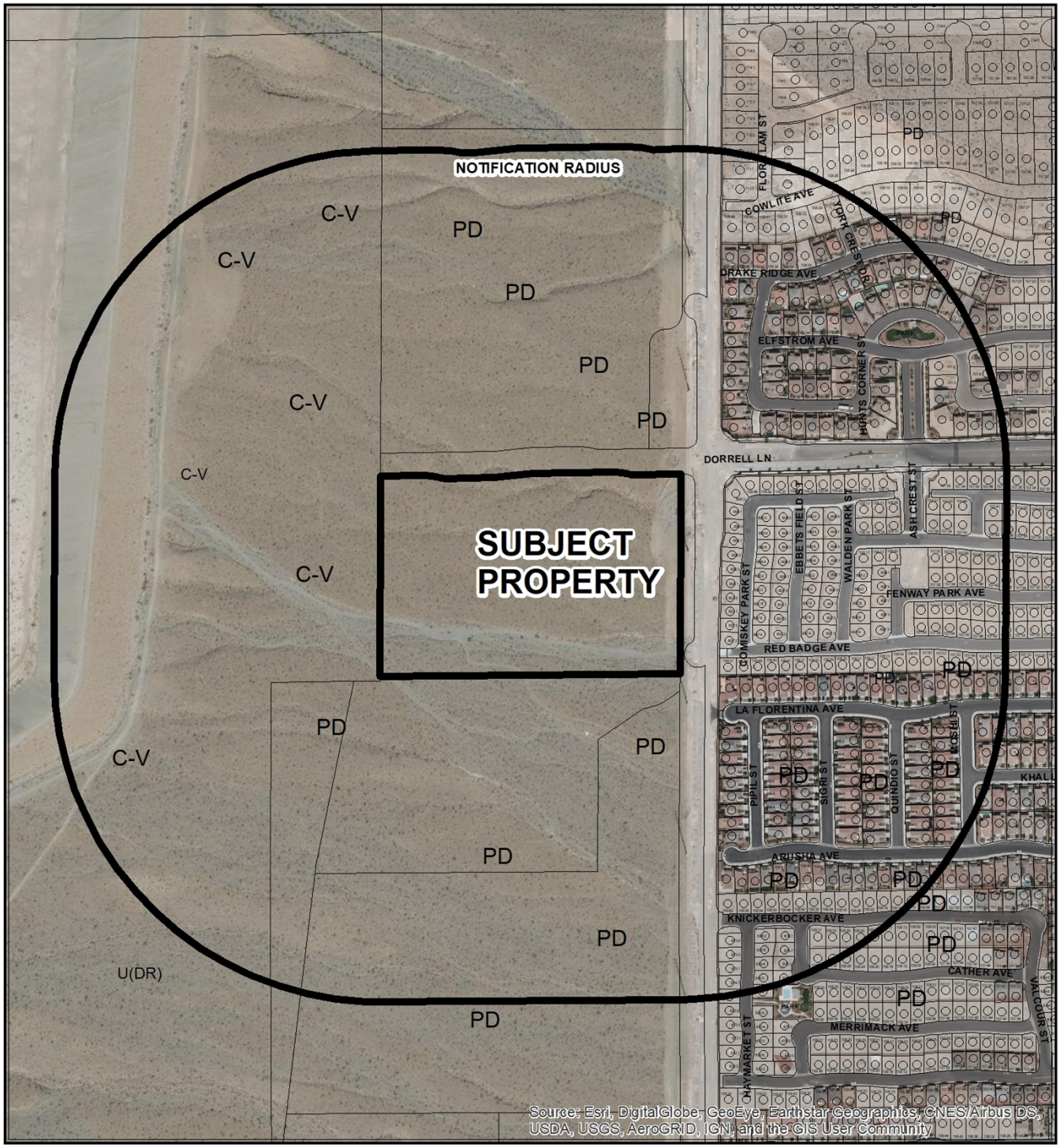
ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



CASE: **20-0199-TMP1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)



CASE: **20-0199-TMP1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: PD (PLANNED DEVELOPMENT)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 190 OCTANE FT PARTNERS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0199-MOD1	Staff recommends APPROVAL, subject to conditions:	
20-0199-TMP1	Staff recommends APPROVAL, subject to conditions:	20-0199-MOD1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28 - 20-0199 MOD1
23 - 20-0199-TMP1

NOTICES MAILED 1,583 (By City Clerk)

PROTESTS 9

APPROVALS 1

NE

**** CONDITIONS ****

20-0199-MOD1 CONDITIONS

Planning

1. Revise sheet number 103 for Gated Parcel Entry (T), Exhibit (EX-13), to demonstrate a 50-foot minimum dimension from flow line to call box.

2. Provide design standards such as height limits, and design elements (stealth or non-stealth) for the cell tower land use to be incorporated into the Skye Hills Design Guidelines.

20-0199-TMP1 CONDITIONS

Planning

1. Approval of the Tentative Map shall be for no more than four (4) years. If a Final Map is not recorded on all or a portion of the area embraced by the Tentative Map within four (4) years of the approval of the Tentative Map, this action is void.

2. Approval of Major Modification (20-0199-MOD1) shall be required, if approved.

3. Perimeter walls, retaining walls and retaining wall stepbacks shall conform to the Skye Hills (BLM 270) Design Guidelines as adopted with Major Modification (20-0199-MOD1).

4. Guest parking shall include Handicap parking spaces in accordance with Title 19.

5. Street names must be provided in accordance with the City's Street Naming Regulations.

6. 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.

7. In conjunction with creation, declaration and recordation of the subject common-interest community, and prior to recordation of the Covenants, Codes and Restrictions ("CC&R"), or conveyance of any unit within the community, the Developer is required to record a Declaration of Private Maintenance Requirements ("DPMR") as a covenant on all associated properties, and on behalf of all current and future property owners. The DPMR is to include a listing of all privately owned and/or maintained infrastructure improvements, along with assignment of maintenance responsibility for each to the common interest community or the respective individual property owners, and is to provide a brief description of the required level of maintenance for privately maintained components. The DPMR must be reviewed and approved by the City of Las Vegas Department of Field Operations prior to recordation, and must include a statement that all properties within the community are subject to assessment for all associated costs should private maintenance obligations not be met, and the City of Las Vegas be required to provide for said maintenance. Also, the CC&R are to include a statement of obligation of compliance with the DPMR. Following recordation, the Developer is to submit copies of the recorded DPMR and CC&R documents to the City of Las Vegas Department of Field Operations.

8. All development is subject to the conditions of City Departments and State Subdivision Statutes.

Public Works

9. 20-0199-MOD1 shall be approved prior to the approval of this Tentative Map.

10. Private streets must be granted and labeled on the Final Map for this site as Public Utility Easements (P.U.E.), Public Sewer Easements, and Public Drainage Easements to be privately maintained by the Homeowner's Association.

11. Common Element "F" shall be granted as a Public Sewer and Public Drainage Easement to be privately maintained.

12. Prior to the submittal of any construction drawings, meet with the Sanitary Sewer Planning Section of the Department of Public Works to discuss changes in the sewer layout to meet city standards including the width of easements for narrow streets.

13. An update to the approved Wastewater Master Plan shall be approved prior to the approval of any construction drawings.

14. No trees or landscape taller than 3 feet tall shall be allowed within Public Sewer Easements.

15. Pedestrian access to the Puli Trail alignment shall be provided at locations acceptable to the City Traffic Engineer. Prior to submittal of construction drawings, a Pedestrian Circulation/Access and queuing analysis plan must be submitted to and approved by the Department of Public Works to identify nearby pedestrian attractors and recommend measures to accommodate pedestrians, such as but not limited to pedestrian access, crosswalk, pedestrian activated flashers and temporary sidewalks.

16. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

17. The approval of all Public Works related improvements shown on this Tentative Map is in concept only. Specific design and construction details relating to size, type and/or alignment of improvements, including but not limited to street, sewer and drainage improvements, shall be resolved prior to approval of the construction plans by the City. No deviations from adopted City Standards shall be allowed unless specific written approval for such is received from the City Engineer prior to the recordation of a Final Map or the approval of subdivision-related construction plans, whichever may occur first. Approval of this Tentative Map does not constitute approval of any deviations. If such approval cannot be obtained, a revised Tentative Map must be submitted showing elimination of such deviations.

18. Site development to comply with all applicable conditions of approval for Tentative Map TMP-78365, Final Map FMP-78687 and all other applicable site-related actions.

** STAFF REPORT **

PROJECT DESCRIPTION

The applicant is proposing modifications to the BLM 270 Design Guidelines, which include a name change to 'Skye Hills Design Guidelines,' and a Tentative Map for parcel C-1 to be developed to the proposed addition of the R-TH Development Standards.

ISSUES

- The applicant is proposing the following Modifications to the BLM 270 Design Guidelines last amended on April 9, 2020:
  1. Name change from BLM 270 to Skye Hills.
  2. Add the R-TH development standards [3.3.5] to Section 3 Site Planning Guidelines.
  3. Added Subdivision Interior Stepped Wall [6.2.4] and Subdivision Interior Stepped Wall (Rockery) [6.2.5].
  4. The addition of Cell Towers as a permitted land use within Parcel A and Parcel E, or other similar parcel within 200 feet of Sheep Mountain Parkway right-of-way with a height limit of 90 feet.
  5. A gated parcel entry section [E. Gated Parcel Entry].
  6. Section EX-10 [N. Private Residential Street Section w/ no parking and sidewalk one side – narrowed for traffic calming.].
  7. Two new private alley sections with no parking/no sidewalk [Q and R].
  8. A gated parcel entry (plan view) [EX-13].

ANALYSIS

Major Modification

The BLM 270 Development Guidelines were originally adopted on April 15, 2020. The applicant is now proposing to amend those originally adopted design guidelines. The first modification proposed is to change the name from BLM 270 to Skye Hills. The name "BLM 270" was originated in the creation of the overall site. The subject site is 275.80 acres that were acquired during a Bureau of Land Management public lands auction. While the applicant was in the process of acquiring the land and applying for the rezoning and proposing the development guidelines, the site was dubbed "BLM 270." The proposed "Skye Hills" name change brands the master planned community, and creates a sense of destination for the future residents.

BLM 270 (Skye Hills) was adopted with four separate development districts: R-1, R-CL, AA-1 and C-V. The original district description described single family attached, townhomes and duplexes, but did not provide actual development standards such as setbacks, height restrictions and minimum lot sizes for a townhouse development. The applicant is proposing to add the R-TH development standards to the existing BLM 270 (Skye Hills) Design Guidelines. Below is a chart that demonstrates the proposed Skye Hills R-TH development standards to Title 19.06 development standards for R-TH (Single Family Attached) zoning district:

Comparison of the Proposed Skye Hills R-TH Standards to Title 19.06 R-TH Standards:

Standard	***Skye Hills***	***Title 19.06***
Min. Lot Size	1,280 SF	1,600 SF
DU's Per Lot	1 Unit	1 Unit
Max. Lot Coverage	95%	95%
Min. Lot Width	16 Feet	20 Feet
Min. Front Setbacks	From Interior Street, Paseo or Common Open Space 5 feet to Porch 8 feet to Single Story Living 12 feet to Second Story Living ** 5 feet or 20 feet + to face of Front Entry Garage Door. From Alley 5 feet to Second Story Living over Garage ** 5 feet to Porch 10 feet to Single Story Living 10 feet to Second Story Living 5 feet or 20 feet + to face of Garage Door. ** **Exception: A 4 feet reduction to the minimum setback may be allowed if a minimum of (2) 3 feet horizontal offsets within a building and 12 feet horizontal massing feature are constructed.	10 Feet (A porch, if provided, may encroach a maximum of five feet into the required setback area.)
Side Setbacks	0 Feet at Common Wall. 5 Feet at Building End Wall. 10 Feet Between Buildings.	N/A
Corner Side	10 Feet	10 Feet
Rear	Rear Yard with No Alley 10 feet. Rear Yard from Alley 5 feet to Second Story Living over Garage (cantilevered). ** 5 feet to Porch, Portico, Courtyard Wall or similar element 8' to Single Story Living. 5 feet to Second Story Living. 5 feet or 20'+ to face of Garage Door. ** Exception: A 4 feet reduction to the minimum setback may be allowed if a minimum of (2) 3 feet horizontal offsets within a building and 12-inch horizontal massing feature are constructed.	5 Feet

NE

Standard	*Skye Hills*	*Title 19.06*
Max. Building Height	3 Stories 45 Feet	3 Stories 45 Feet
Accessory Structure: Separation From Main Building	6 Feet	6 Feet
Accessory Structure: Size and Coverage	Not to exceed 50% of the floor area of the principal dwelling unit.	Not to exceed 50% of the floor area of the principal dwelling unit. (The aggregate total of the ground floor areas of all structures and dwellings, including accessory structures, shall not exceed the percentage of lot coverage permitted.)
Accessory Structure: Max. Height	14 Feet Maximum (single-story only).	Not to exceed 2 stories, 35 feet in height or the height of the principal dwelling unit, whichever is less.

The applicant is also adding development standards and sections for subdivision interior stepped walls for both CMU (Concrete Masonry Unit) and Rockery retaining walls. Title 19 requires a five-foot stepback between retaining walls, where the proposed Skye Hills standard will require a four-foot stepback. Gated entry development standards have also been proposed, including two new sections and a plan view exhibit. The new gated entry standards include a vehicle turn-around point and 24-foot wide drive aisles for neighborhood entry and exit.

Two new private alley sections with no parking and no sidewalk are proposed. Both street sections are 30 feet wide with varying types of curb and street width. The proposed 'Private Residential Street Section with No Parking and Sidewalk on One Side' proposes a 38-foot wide private street. This narrowed street section is being proposed for the development standards in order to achieve a 'traffic calming' effect in residential neighborhoods.

The last modification proposed is the addition of the Cell Tower land use as a permitted use within Parcel A and Parcel E, or other similar parcels within 200 feet of the Sheep Mountain Parkway right-of-way. The master developer's intent is to keep the cell towers limited to a maximum height of 90 feet. A Condition of Approval has been added for the Master Developer to provide design standards such as stealth or non-stealth, and maximum heights to the Skye Hills Design Guidelines for cell towers upon final approval.

FINDINGS (20-0199-MOD1)

The proposed modifications to the BLM 270 Design Guidelines provide site identity with a name change to 'Skye Hills Design Guidelines,' provide section drawings of interior stepped walls, private streets and gated entry standards, as well as the addition of the R-TH district design standards and cell towers as a land use. Staff finds the proposed modifications provide further direction and clarification to future parcel developers and furthers the goals of the BLM 270, now Skye Hills Master Plan. Therefore, staff recommends approval of the proposed Major Modification.

Tentative Map

The applicant is proposing to develop a 215-lot single-family, attached residential subdivision. The proposed gated townhome community will consist of three and four-plexes on 15.30 gross acres, resulting in an overall density of 14.05 dwelling units per acre. The subject site is designated MLA (Residential Medium-Low Attached) which supports the proposed R-TH district, and allows a maximum density of 25 dwelling units per acre.

The submitted east/west cross section depicts maximum grade greater than two percent across this site. A six-foot retaining wall is shown along the western border and a 12-foot retaining wall adjacent to a four-foot retaining wall is shown along the eastern border. The submitted north/south cross section depicts maximum grade less than two percent across this site. A six-foot retaining wall adjacent to a four-foot retaining wall is shown on the southern boundary, and a six-foot retaining wall is shown along the northern boundary. This may require a separation as shown on the eastern border. A Condition of Approval has been added by staff to ensure compliance.

The proposed retaining wall heights are in conformance with the BLM 270 Planned Development Design Guidelines adopted under Rezoning (ZON-78241), and the proposed standards for Major Modification (20-0199-MOD1).

FINDINGS (20-0199-TMP1)

The proposed Tentative Map conforms to Nevada Revised Statutes, Title 19 and the Skye Hills – BLM 270 Design Guidelines for Tentative Maps. Therefore, staff recommends approval with conditions.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/15/20	The City Council approved a request for a General Plan Amendment (GPA-78033) from PF (Public Facilities) and DR (Desert Rural Density Residential) to PCD (Planned Community Development) on 275.80 acres on the west side of Puli Road between Farm Road and Tropical Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Rezoning (ZON-78241) from U (Undeveloped) [DR (Desert Rural Density Residential)] and C-V (Civic) to PD (Planned Development) on 275.80 acres on the west side of Puli Road between Farm Road and Tropical Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Petition to Vacate (VAC-78242) Bureau of Land Management right-of-way grants generally located on the west side of Puli Road between Farm Road and Tropical Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-78243) for a proposed planned development on 275.80 acres on the west side of Puli Road between Farm Road and Tropical Parkway. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Tentative Map (TMP-78365) for a 12-lot Master Planned residential subdivision on 275.80 acres on the west side of Puli Road between Farm Road and Tropical Parkway. The Planning Commission and staff recommended approval.
07/09/20	Final Map (FMP-78687) recorded for a 12-lot Parent Final Map on 275.80 acres at the west side of Puli Road between Farm Road and Tropical Parkway.
07/14/20	The Planning Commission approved a Tentative Map (TMP-78815) for a proposed 186-lot single-family residential subdivision (Parcel A) on 38.51 acres at the southwest corner of Farm Road and Puli Road. Staff recommended approval.
	The Planning Commission approved a Tentative Map (TMP-78826) for a proposed 358-lot single-family residential subdivision (Parcel B) on 47.97 acres at the northwest corner of Dorrell Lane and Puli Road. Staff recommended approval.
	The Planning Commission approved a Variance (VAR-78827) to allow a 1,655-foot long cul-de-sac where 660 feet is allowed on 60.75 acres at the northwest corner of Centennial Parkway and Puli Road. Staff recommended denial.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/14/20	The Planning Commission approved a Tentative Map (TMP-78828) for a proposed 303-lot single-family residential subdivision (Parcel D) on 60.75 acres at the northwest corner of Centennial Parkway and Puli Road. Staff recommended denial.
10/13/20	The Planning Commission approved a Tentative Map (20-0131-TMP1) for a proposed 250-lot single-family residential subdivision (Parcel C-2 and C-3) on 38.61 acres on the west side of the Puli Trail alignment, approximately 610 feet south of Dorrell Lane. Staff recommended approval.
11/10/20	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project (20-0199) requests, Ward 6 (Fiore). • **20-0199-MOD1** - Major Modification of the BLM 270 Design Guidelines TO CHANGE THE NAME TO "SKYE HILLS (BLM 270);" ADD THE R-TH (SINGLE FAMILY ATTACHED RESIDENCES) ZONING CLASSIFICATION; ADD CELL TOWERS AS A PERMITTED USE; REVISE THE MAXIMUM HEIGHT ALLOWED FOR INTERIOR RETAINING WALLS; ADD A GATED STREET ENTRY SECTION; AND ADD A NARROWED STREET SECTION on 275.80 acres generally located south of Farm Road, West of the Puli Trail alignment, north of Tropical Parkway and east of the future Sheep Mountain Parkway alignment (APNs Multiple). • **20-0199-TMP1** - FOR A PROPOSED 215-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 15.30 acres at the southwest corner of Dorrell Lane and Puli Road (APN 126-23-610-001), PD (Planned Development) Zone.

Most Recent Change of Ownership	
04/2020	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses related to the subject site.

Pre-Application Meeting	
09/14/20	Staff conducted a pre-application meeting via email to discuss the application process for a Major Modification and Tentative Map, utilizing the modified design guidelines.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
10/17/20	Staff was unable to gain access to the subject site as Dorrell Lane is blocked with construction barriers. The site is undeveloped and no issues are anticipated.

Details of Application Request		
Site Area		
Gross Acres	(20-0199-MOD1)	275.80
Gross Acres	(20-0199-TMP1)	15.30

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	PCD (Planned Community Development)	PD (Planned Development)
North	Undeveloped		
South	Undeveloped		
East	Single Family, Detached		
West	Undeveloped	PF (Public Facilities)	C-V (Civic)

Master and Neighborhood Plan Areas	***Compliance***
Skye Hills - BLM 270	Y
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Las Vegas Valley Perimeter Open Space Plan	Y
Northwest Open Space Plan	Y
Trails (Puli Trail – Multi-Use Non Equestrian)	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

Pursuant to the Skye Hills Design Guidelines the following standards apply for the R-TH District:

Standard	***Required/Allowed***
Min. Lot Size	1,280 SF
DU's Per Lot	1 Unit
Min. Lot Width	16 Feet
Min. Front Setbacks	From Interior Street, Paseo or Common Open Space 5 feet to Porch 8 feet to Single Story Living 12 feet to Second Story Living ** 5 feet or 20 feet + to face of Front Entry Garage Door. From Alley 5 feet to Second Story Living over Garage ** 5 feet to Porch 10 feet to Single Story Living 10 feet to Second Story Living 5 feet or 20 feet + to face of Garage Door. ** **Exception: A 4 feet reduction to the minimum setback may be allowed if a minimum of (2) 3 feet horizontal offsets within a building and 12 feet horizontal massing feature are constructed.
Side Setbacks	0 Feet at Common Wall. 5 Feet at Building End Wall. 10 Feet Between Buildings.
Corner Side	10 Feet
Rear	Rear Yard with No Alley 10 feet. Rear Yard from Alley 5 feet to Second Story Living over Garage (cantilevered). ** 5 feet to Porch, Portico, Courtyard Wall or similar element 8' to Single Story Living. 5 feet to Second Story Living. 5 feet or 20'+ to face of Garage Door. ** Exception: A 4 feet reduction to the minimum setback may be allowed if a minimum of (2) 3 feet horizontal offsets within a building and 12-inch horizontal massing feature are constructed.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Dorrell Lane	Collector	Master Plan of Streets and Highways Map	80	Y

19.04.040 Connectivity			
Transportation Network Element		***# Links***	***# Nodes***
Internal Street		16	
Intersection – Internal			15
Total			
	Required	***Provided***	
Connectivity Ratio (Links / Nodes):	**1.30**	**1.07**	

Projects located within BLM 270 – Skye Hills are not subject to the automatic application of connectivity requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

Pursuant to the Skye Hills Design Guidelines the following parking standards apply for the R-TH District:

Use	***Gross Floor Area or Number of Units***	***Required***		
		Parking Ratio	*Parking*	
			Regular	Handi-capped
Single Family, Attached	215 Units	1 Per Dwelling Unit	215	
	Guest Parking	1 Per 6 Units	36	
TOTAL SPACES REQUIRED			251	

Department of Public Works Traffic Study

Tentative Map for a Proposed 215-Unit Single Family Residential Development – Southwest corner of Dorrell Lane and Puli Road.				
Proposed Use				
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DWELL]	215	12.38	2,661
AM Peak Hour			0.74	159
PM Peak Hour			0.99	213

NE

Existing Traffic on Nearby Streets	
Dorrell Lane	
Average Daily Traffic (ADT)	3,138
PM Peak Hour (Heaviest 60 Minutes)	251
Shaumber Road	
Average Daily Traffic (ADT)	8,688
PM Peak Hour (heaviest 60 minutes)	695
Adjacent Street ADT Capacity	
Dorrell Lane	35,490
Shaumber Road	35,490
Summary	
This project will add approximately 2,661 trips per day on Puli Road, Dorrell Lane and Shaumber Road. Currently, Dorrell Lane is at about nine percent of capacity and Shaumber Road is at about 24 percent of capacity. With this project, Dorrell Lane is expected to be at about 16 percent of capacity and Shaumber Road to be at about 32 percent of capacity. Puli Road does not currently exist adjacent to this project, but it is expected to be under capacity.	
Based on Peak Hour use, this development will add into the area roughly 213 additional cars, or about seven every two minutes.	

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) Tentative Map / Modification to Design Guidelines

Project Address (Location) Dorrell/Puli

Project Name BLM 270 Parcel C-1 **Proposed Use** Residential

Assessor's Parcel #(s) 126-23-610-001 **Ward #** 6

General Plan: Existing CV Proposed NA **Zoning:** Existing CV Proposed NA

Additional Information

Property Owner 190 Octane FT Partners, LLC Contact Chris Armstrong

Address 11411 Southern Highlands Parkway, Suite 300 City Las Vegas State NV Zip 89141

E-mail carmstrong@olympiacompanies.com Phone

Applicant 190 Octane FT Partners, LLC Contact Chris Armstrong

Address 11411 Southern Highlands Parkway, Suite 300 City Las Vegas State NV Zip 89141

E-mail carmstrong@olympiacompanies.com Phone

Representative Westwood Professional Services Contact Roxanne Leigh

Address 5740 S. Arville St., Suite 216 City Las Vegas State NV Zip 89118

E-mail lvproc@westwoodps.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 Chris Armstrong

Subscribed and sworn before me

This 15 day of SEPTEMBER, 20 20

Notary Public in and for said County and State

DEBI GUMA
Notary Public, State of Nevada
No. 98-3016-1
My Appt. Exp. Jan 10, 2022

5-00199
09/01/2020

(BLM 270)

DESIGN GUIDELINES

Submittal Date:
January 16, 2020
Amended February 24, 2020
Amended March 2, 2020
Amended April 9, 2020
Amended September 3, 2020
Amended September 17, 2020
Amended October 14, 2020

PREPARED FOR:

High Octane
IN ITS CAPACITY AS AUTHORIZED MANAGER FOR
190 Octane FT Partners, LLC

11411 SOUTHERN HIGHLANDS PARKWAY, SUITE 300
LAS VEGAS, NV 89141

PREPARED BY:

Olympia Companies
11411 Southern Highlands Parkway, Suite 300
Las Vegas, NV 89141

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ARC Submittal Form and Design Review Checklist

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SECTION 1

COMMUNITY THEME

1.1 PURPOSE AND INTENT

Situated adjacent to the proposed Sheep Mountain Parkway in the northwest Las Vegas valley, SKYE HILLS is designed to provide a graceful transition from the rural development to its south, while respecting the densities and design of the Providence Community. The purpose of the Design Guidelines is to establish the procedures and evaluation criteria for proposed builder neighborhoods within SKYE HILLS, the guidelines described herein establish general concepts and provide the direction for the expression of the built environment within SKYE HILLS. They are intended to provide an overall framework for future development, in order to achieve a sense of community identity, character, scale and sensitivity in the development of SKYE HILLS.

Equally important, an extraordinary amount of time, resources, and capital shall be expended for the development of infrastructure, landscaping and other site improvements, which are integral to the creation of a strong sense of identity for SKYE HILLS. The Design Guidelines are intended to provide a vehicle to protect and maintain the long term quality and value of the community. Accordingly, the Design Guidelines apply to all construction within SKYE HILLS, including new construction, remodels and additions, landscape, signage, and neighborhood amenities.

The sketches and graphic representations contained herein are for conceptual purposes only, and are to be used as general visual aids in understanding the basic intent of the guidelines. They are not meant to depict any actual lot or building design. In an effort to encourage creativity and innovation, the guidelines express "intent" rather than "absolute", thereby allowing certain flexibility in fulfilling the intended design goals and objectives. The authority for determining whether a proposed design or feature of a design shall be acceptable rests with the Declarant ("Declarant") and/or the various review committees it designates.

1.2 SUPPORTING DOCUMENTS

The Design Guidelines supplement the following documents which must also be consulted during the design and development of individual parcels within SKYE HILLS:

- City of Las Vegas Building Codes
- Master Declaration of Covenants, Conditions & Restrictions for SKYE HILLS (Master CC&R's)
- The Master CC&Rs or any Neighborhood Association, which governs the Lot or Property in question.

Where conflicts arise between documents, standards within this document, SKYE HILLS Design Guidelines, shall apply unless otherwise approved by the Declarant. Further, issues not addressed herein shall be governed by Title 19.

The design criteria are subject to interpretation by the Declarant. The Declarant may amend or augment the Design Guidelines to meet specific site or functional requirements of property within the community, consistent with the basic objectives of the Declarant.

1.3 RESPONSIBILITY OF REVIEW

Neither the Declarant nor Architectural Review Committee (ARC) assume responsibility for plan review of local codes or ordinances. The Declarant's purpose in plan review is to ensure that each project meets the intent of the Design Guidelines and Declarations. All projects within SKYE HILLS require review and approval by the Declarant prior to submittal to the City of Las Vegas or other applicable public agencies.

1.4 PROJECT LOCATION

SKYE HILLS is a Neighborhood Community Area consisting of approximately 270 +/- acres in the northwest region of Las Vegas. It is on the east side of the Sheep Mountain Parkway alignment with Farm Road as the northern boundary and Tropical Parkway as the southern boundary. The community, planned for up to 1,600 dwelling units (maximum) features a variety of residential land uses and infrastructure improvements that enhance and protect the quality of life for residents and visitors alike. Please refer to Exhibit 1.4, Location Map.

1.5 SKYE HILLS LAND USE CATEGORIES

- *Residential Medium Low (maximum 15 du/ac; average 6.2 du/ac)*
  The purpose of the Residential Low Category is to provide for the development of single-family detached dwellings, duplex units and other customary residential uses with an average density not to exceed 56.2 du/ac.

- *Residential Medium Low Attached (maximum 25 du/ac; average 14.4 du/ac)*
  The purpose of the Residential Medium Low Attached Category is to provide for the development of single-family detached dwellings, duplex units and other customary residential uses on a smaller lot size with an average density not to exceed 14.4 du/ac.

- *Infrastructure including roadways, public facilities, detention basins, electrical sub-stations, utility easements, etc.*
  Within all SKYE HILLS land use categories, public facilities shall be in accordance with the Civic (C-V) category of the City of Las Vegas Unified Development Code.

- *Public Facility (PF)*
  The permitted uses and development standards for the Public Facility parcels are as prescribed by the Civic (C-V) zoning district within the City of Las Vegas Unified Development Code. In addition to the public and quasi-public uses permitted by the C-V zoning district, for profit schools are also a permitted use on Public Facility parcels within the Community.

  Any development on a Public Facility parcel that is adjacent to residential uses within the R-1, R-CL designations shall be subject to the height standards, landscape standards, and the parking standards of the adjacent land use and if standards don't exist, then designations shall be subject to the City of Las Vegas Unified Development Code.

  Infrastructure including roadways, public facilities, detention basins, electrical sub-stations, utility easements, etc. within all SKYE HILLS land use categories, public facilities shall be in accordance with the Civic (C-V) category of the City of Las Vegas Unified Development Code.

  Parks and Open Space shall be a part of the PF land use category and shall provide for active and passive recreational amenities, including natural open space, serving residents of SKYE HILLS and the surrounding areas.

  Cell Towers shall be a permitted use on Parcel A and Parcel E, or other similar parcel within 200 feet of Sheep Mountain Parkway Right-of-Way.

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1.6 SKYE HILLS ZONING CATEGORIES

The SKYE HILLS Development Standards contained herein provide the Zoning criteria for the implementation of the residential land uses within the SKYE HILLS Master Plan. Where the Modified Standards are silent on a specific issue, the provisions of the City of Las Vegas Unified Development Code, Title 19, in effect at the time of adoption of the SKYE HILLS Development Standards shall apply. The following chart identifies the SKYE HILLS Land Use categories and the corresponding SKYE HILLS Development Standard categories that apply:

SKYE HILLS Land Use Category		SKYE HILLS Development Standard
ML	Residential Medium Low *(maximum 15 du/ac; average 5.49 du/ac)*	R-1, R-CL, AA-1
MLA	Residential Medium Low Attached *(maximum 15 du/ac; average 5.49 du/ac)*	R-1, R-CL, AA-1, R-TH
PF	Public Facility	C-V

Allowable uses shall be single family detached, single family attached, townhomes, duplexes, schools, parks, cell towers and public facilities. Uses not specifically identified here are not allowed.

1.7 SKYE HILLS MARKET SEGMENT DEFINITIONS

- Entry Level / Move-Up = ±2,000 s- 4, 000 sq. ft lots
- 2nd Move-Up = ±5,500 sq. ft lots
- Estates = ±6,000 sq. ft lots

All market segment definitions by parcel may be defined by the developer, not by lot size alone.

Exhibit 1.4

LOCATION MAP

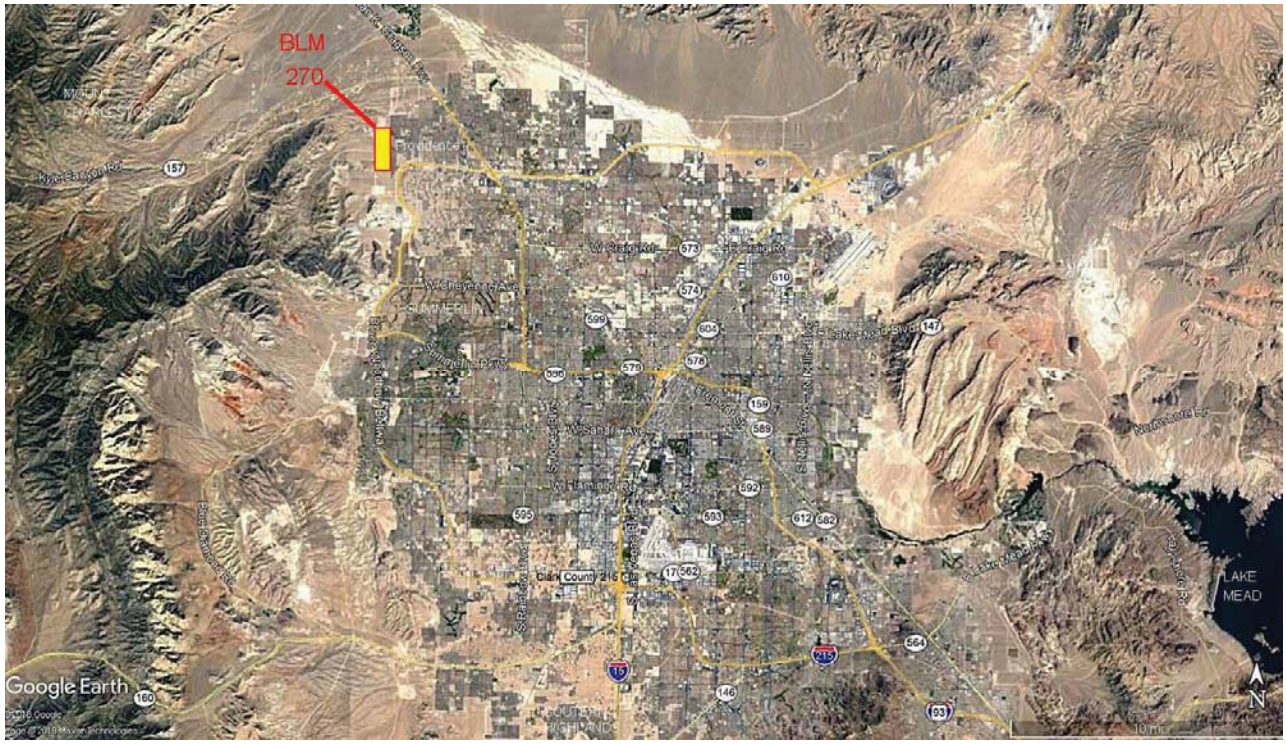
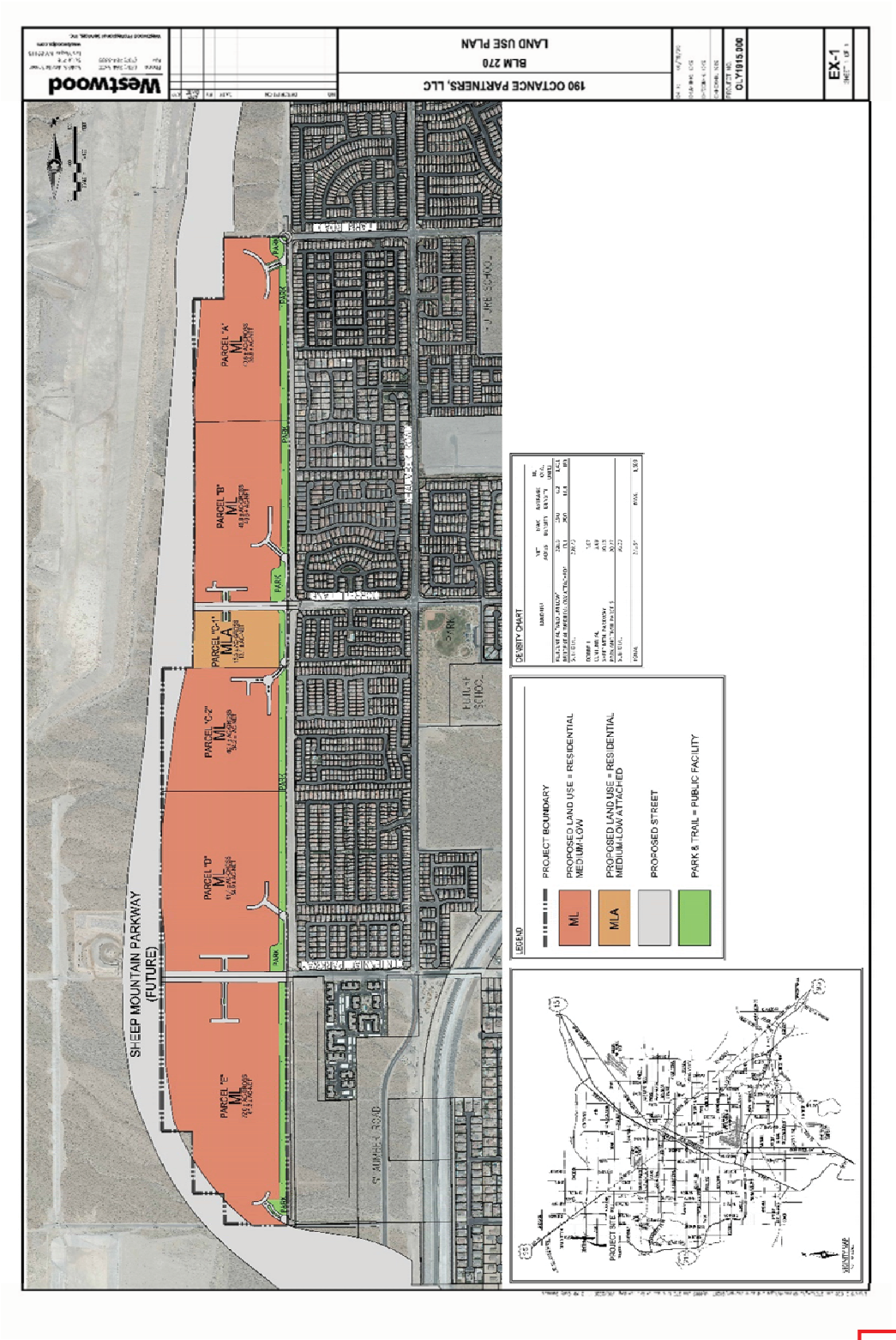


Exhibit 1.5

Land Use Plan



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2.1 COMMUNITY DESIGN THEME

The natural beauty of the Spring Mountain range is the backdrop to the west of SKYE HILLS, your new home. As a resident of SKYE HILLS, the *great outdoors* is amplified through the use of the dedicated bike lanes and trails.

The streets and neighborhoods are enhanced with the lush yet sustainable foliage of a landscape palette that keeps nature at your finger-tips. The visual landscape and aroma of the landscaping is enhanced by the occasional sound of the trees blowing in the breeze that flows from the nearby mountains.

An evening stroll will be enlightened along the trails. The outdoor spaces of the community, complete with benches and other outdoor furnishing become an extension of your own backyard. The great outdoors has never been a better place to live, than in SKYE HILLS.

Please refer to Exhibit 2.1, Conceptual Neighborhood Community Area

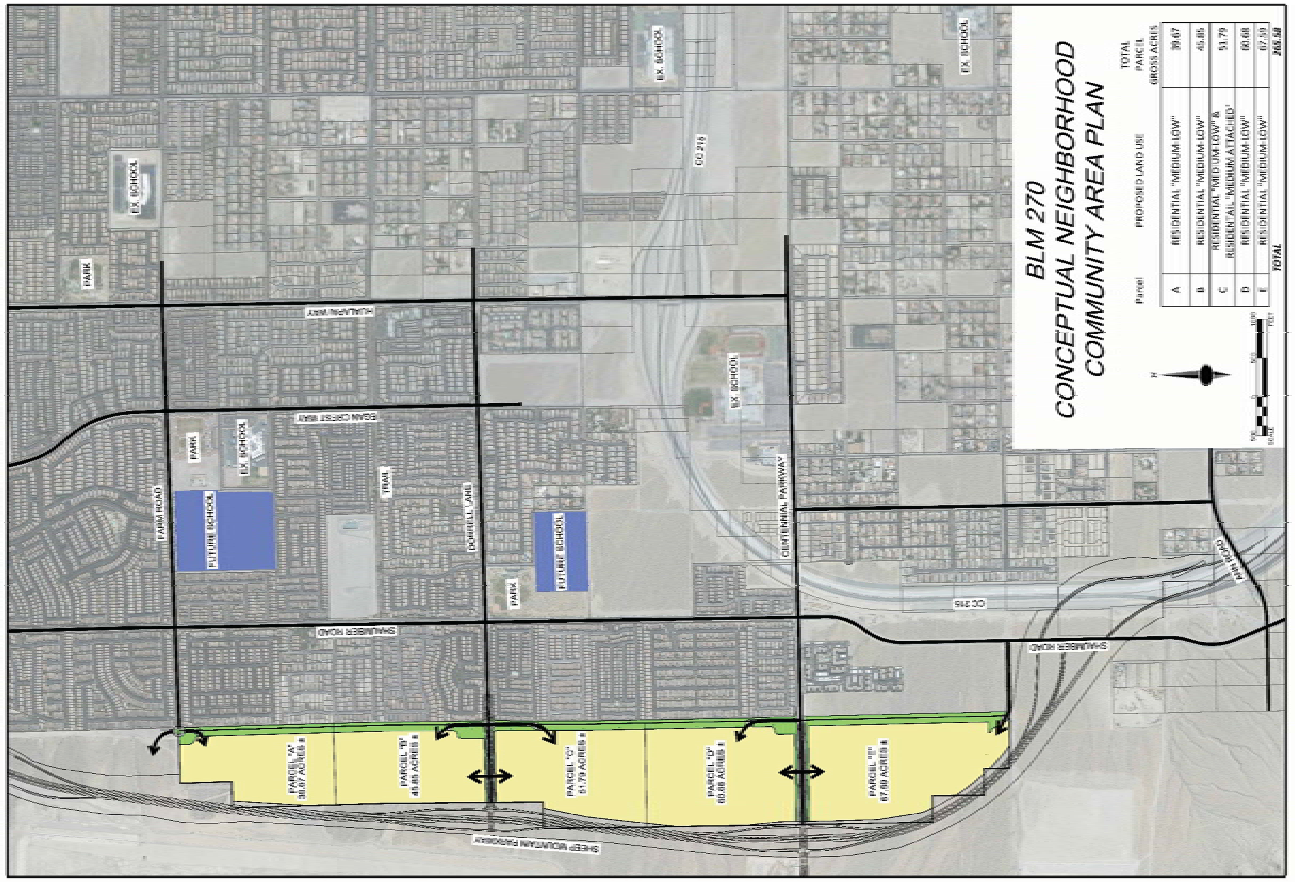

Exhibit 2.1
ILLUSTRATIVE MASTER PLAN

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3.1 SUBDIVISION DESIGN CONCEPTS

3.1.1 PARCEL ENTRIES

The location of parcel entries into each parcel will be identified by the Declarant at the time of the purchase and sale agreement and in conformance with the approved traffic analysis. It is the responsibility of the builder to design a subdivision plan that incorporates these points of access. Other points of access that do not impede the overall efficiency of community streets may be possible, but require specific approval from the Declarant and the City of Las Vegas. In some cases, parcel entries or interconnections will be coordinated with an adjacent parcel.

The arrival experience into each neighborhood shall reinforce the overall community theme of SKYE HILLS. Architectural and landscape elements found throughout the community shall be incorporated into the neighborhood entry experience to provide a seamless transition between the overall community and individual neighborhoods.

Please refer to Section 6 for conceptual design direction for primary parcel entries. Exhibit 6.1.3 provides design direction for a gated entry. These exhibits should be considered the minimum requirement and builders are encouraged to embellish the design with upgraded landscaping, lighting and materials that are consistent with the architecture of the parcel. Further articulation on the style, materials, character, and planting design of the three-tier hierarchy of entries are in Section 6, Iconic Monuments and Wall Guidelines.

Secondary / Community Arterial Entries and Tertiary / Interior Subdivision Residential Entries have been designed to complement the Primary / Community Entries. Further articulation may be found in Section 6, Iconic Monuments and Wall Guidelines.

3.1.2 STREET LAYOUT

A Preliminary Concept Site Plan must be reviewed and approved by ARC prior to preparation of tentative maps, to ensure compliance with the design intent of the site planning guidelines, including street layout.

The design of neighborhood streets should provide the opportunity to create a diverse and interesting street scene. The following guidelines apply:

- Straight streets are permitted primarily in Entry level neighborhoods; street design shall encourage connectivity within the subdivision and the perimeter areas.

  Site specific design considerations affecting street layout shall be reviewed between the Declarant and Builder during the Preliminary Concept Site Plan Review discussed above.

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- Move-Up neighborhoods may feature a blend of straight streets and curvilinear streets, subject to the above criteria.
- The layout of neighborhood streets should discourage excessive speed and through traffic, enhancing pedestrian safety.
- Streets that are generally oriented in an east / west direction are preferred, providing a desirable north/south orientation for residences.

3.1.3 PEDESTRIAN ACCESS

On parcels that are adjacent to a planned roadway or open space, pedestrian access must be provided along each parcel edge having such frontage. However, Applicants may petition the ARC for waivers to this requirement. We encourage the proper locations for crossings that dissuade jay-walking and facilitate safe pedestrian crossing at streets. Please refer to Exhibit 3.1.3 and Section 5.3.6 for a depiction of pedestrian access concepts.

At least one pedestrian connection shall be installed on each side of the builder parcel, where parcel abuts a street, or common area. The connection shall be installed mid-parcel. Builder shall complete the connection between their parcel, and any common area Pedestrian Pathways. Pathway material shall be pavers to match. Coordination with Master Developer and the ARC is required.

3.1.4 COMMON OPEN SPACE

Residential parcels shall provide 8,000 s.f. of centrally located Common Open Space.

The required minimum common open space area shall be oriented in such a manner that it is visible from the parcel entry to the extent feasible. Remaining open space, if any, may be provided in the form of a small pocket parks throughout the neighborhood, internal paseos, landscape strips at key locations, or other areas as long as it is a visible element from a street and has a minimum dimension of 20 feet. Common open space will be essential in Entry Level neighborhoods with cluster and alley-loaded homes in order to provide adequate open and recreational areas. Developer approved amenities must be a part of each pocket park design. Amenities to include play structures, picnic tables, and benches, and are subject to ARC review.

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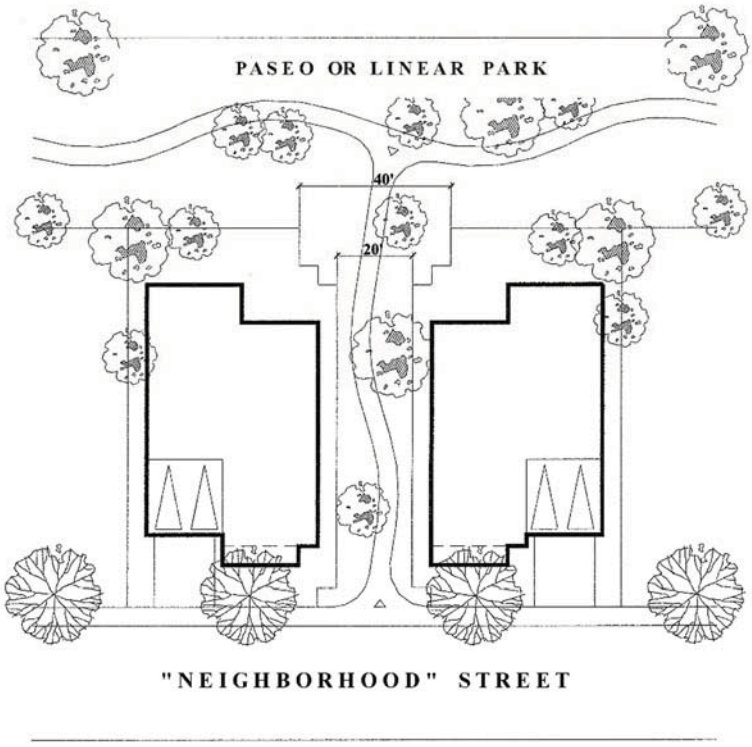
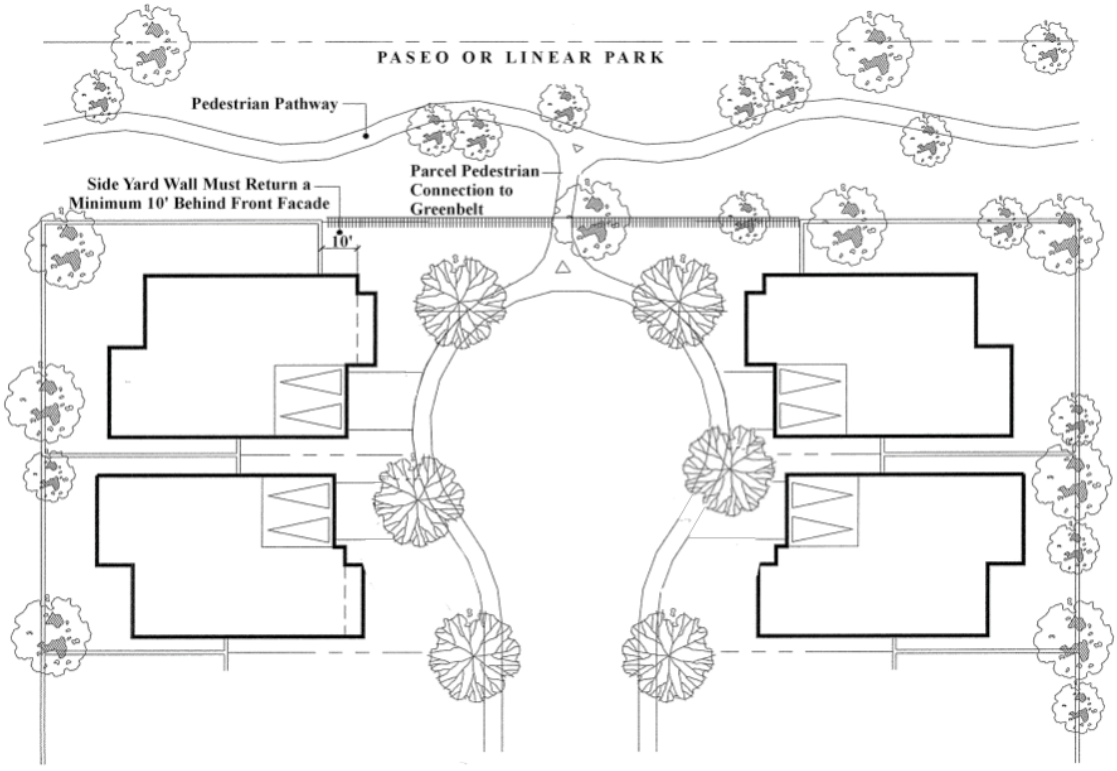
Exhibit 3.1.3
PEDESTRIAN CONNECTIONS



PEDESTRIAN CONNECTIONS

On parcels adjacent to Open Space and Common Areas along streets, at least one pedestrian access must be provided along each parcel edge having such frontage.

The path connecting the parcel to the Pedestrian Pathway shall be installed by the builder. Pathway material shall be pavers.



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3.2 PRODUCT PLOTTING CRITERIA

The plotting of residences that are adjacent to Neighborhood Community roadways or Open Space, must be submitted to the ARC for review and approval to ensure compliance with the design intent of the site planning guidelines, including product plotting criteria. The submittal must include Plan numbers, elevations, and rear elevation options.

The plotting of residences should be done in a manner that achieves diversity and visual interest to the neighborhood street scene. Such diversity can be achieved through varying setbacks, articulated building massing, variable lot widths, de-emphasized garages, and enhanced elevations and/or single story elements on corner lots.

3.2.1 PLOTTING

In single family neighborhoods, adjacent residences shall not have the same plan, elevation or color scheme. Reverse footprints of the same plan are permitted so long as they have different elevation styles and color schemes. No more than two adjacent lots shall have the same floor plan with the same elevation style next to one another.

Duplication of the same roof line is not permitted on adjacent lots.

3.2.2 ARTICULATED BUILDING MASSING

Boxy building forms that overwhelm the street scene are discouraged. Rather the building mass shall be broken down into smaller elements, where feasible, to provide visual interest and articulation to the neighborhood street scene. The 2nd story (including volume spaces over 12') is limited to 90% of the building footprint area, including garage.

On 3-story dwellings, no more than 40% of the width of an exposed elevation (front or rear) may consist of a single continuous vertical wall plan. The remaining 3rd floor wall plane area, if any, shall be setback at least 5' from the 2nd floor footprint. Any enclosed 3rd story is limited to 60% of the building footprint. 3-Story wall planes are not allowed on front or rear elevations.

3.2.3 GARAGE PLACEMENT AND CONFIGURATION

The placement and configuration of the garage often drives the look and feel of the neighborhood. Therefore, special care and consideration shall be used to de-emphasize the garage door on the street scene. In addition to conventional front entry garages, there are many additional garage configurations that can be used such as turn-in garages, split entry garages, tandem garage spaces, Hollywood style garages, etc.

When conventional front entry garages are used, special thought should be given to using techniques such as the following:

- **Architectural Elements Forward of the Garage Plane**
  Architectural elements that are situated forward of the plane of the garage provide visual interest to the street scene while minimizing the appearance of the garage door on the street scene. Examples of such elements include porches, portal elements and courtyard walls.

- **Articulation Above the Garage**
  Architectural elements located over the garage can effectively draw attention away from the garage door and provide strong visual articulation to the front façade. Second floor elements that project forward of the garage plane are particularly effective as they cast a strong shadow across the garage door, minimizing its appearance on the street scene. Examples include principle windows with thickened walls, sundecks and miradors (roofed outdoor rooms located on the 2nd floor).

- **Articulation in Front of Garage**
  The use of articulation elements such as free-standing arbor directly in front of the garage door, or an attached trellis element over the entire width of the garage door provide visual interest to the street scene while de-emphasizing the appearance of the garage door.

- **Living Spaces Forward of the Garage**
  Where product width allows, "architecture forward" lets the active living spaces of the house be the predominate feature of the front elevation, with the garage setback further from the street.

- **Deep Recesses**
  Deep garage door recesses (greater than the minimum 12") into surrounding wall planes result in strong shadows being cast across the garage doors, de-emphasizing their appearance on the street scene. Second floor elements above are either cantilevered or supported with piers extending to ground plane.

- **Extended Roof Elements**
  The use of extended roof elements provides the opportunity to emphasize the architectural design of the home while minimizing the appearance of the garage on the street scene. For example, when a porch is provided on the front elevation, extending the single story roof line across the entire driveway width in front of the garage creates a deep shadow on the garage door, effectively allowing the garage door to "disappear" into the shadow. Similarly, a vehicular porte-cochere element provides additional shade to the front of the house and the garage is generally behind the front façade of the home.

No more than three front facing garage spaces are permitted on an individual residence, however, the minimum width of a house having a 3-car front facing garage shall be 45' on Entry Level / Move-Up, and 2nd Move-Up product. On Estate product, the minimum width of a house having a 3-car front facing garage shall be 60'. Additional garages spaces, if provided, must be in a turn-in configuration, tandem, deep-recessed with a long driveway or motor-court, or other configurations in which the garage door is not visible from the front.

Front loaded 3-car garages, where provided, must have a 2' minimum offset between the single and double garage elements. This can be accomplished by offsetting the garage doors, offsetting the garage facades, or both. Three single car garage doors are not required to be offset.

On lots that are 7,000 sq. ft. or greater, four garage spaces may face the street, subject to design review and approval.

The face of garage doors shall be recessed a minimum of 12" from the adjacent wall surface.

Garage doors shall be compatible with the architectural style of the residence and shall vary per elevation style. In order to avoid the impact of garage doors, they shall be appropriately treated with decorative relief cuts, panels, small decorative windows, etc.

Decorative window lites, when used shall be appropriate to the architecture of the residence. Arched window lites are not permitted.

The front door to a residence with a side-loaded garage must be separated from the garage door plane by a minimum of 4'. Driveway must also be setback from any building element (front porch, building wall, courtyard wall) by a 24" minimum planting area.

Front facing windows on side-entry garages shall feature window coverings, translucent glass, or other design elements that effectively screen the view in to the garage from the street.

Exhibit 3.2.4-1

ARCHITECTURAL ELEMENTS FORWARD OF GARAGE PLANE

Porches





Portals





Courtyards




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Exhibit 3.2.4-2

ARTICULATION ABOVE GARAGE









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Exhibit 3.2.4-3

ARTICULATION IN FRONT OF GARAGE

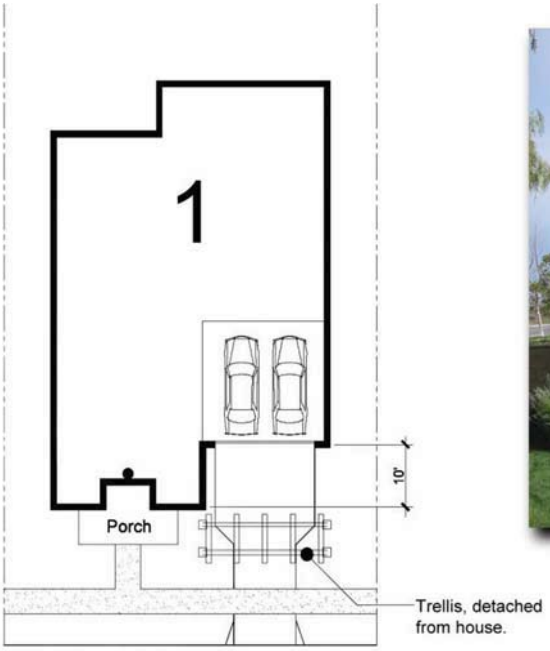









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Exhibit 3.2.4-4

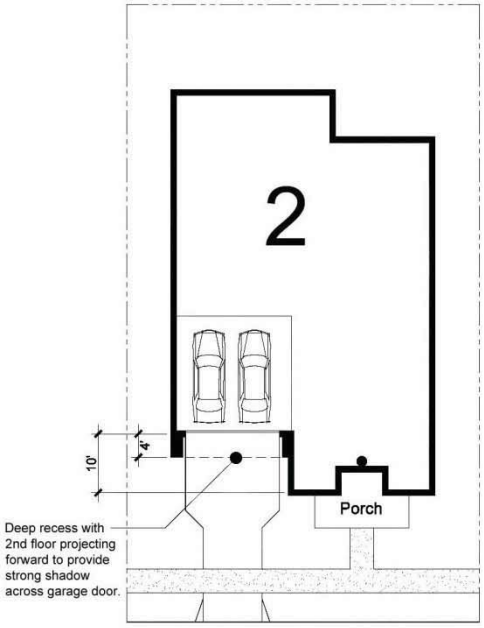
LIVING SPACES FORWARD OF GARAGE





Exhibit 3.2.4-5

DEEP GARAGE DOOR RECESSES FROM ADJACENT WALL PLANE





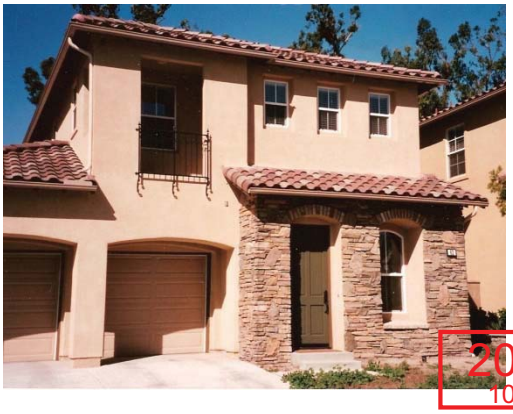


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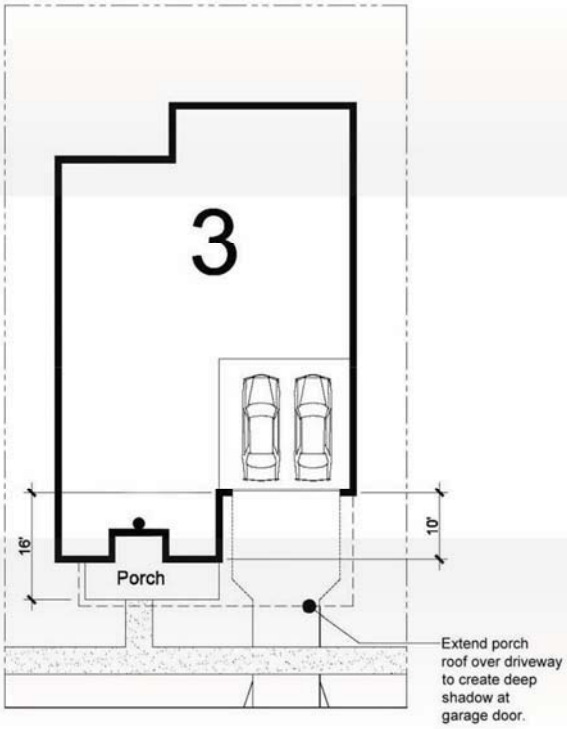
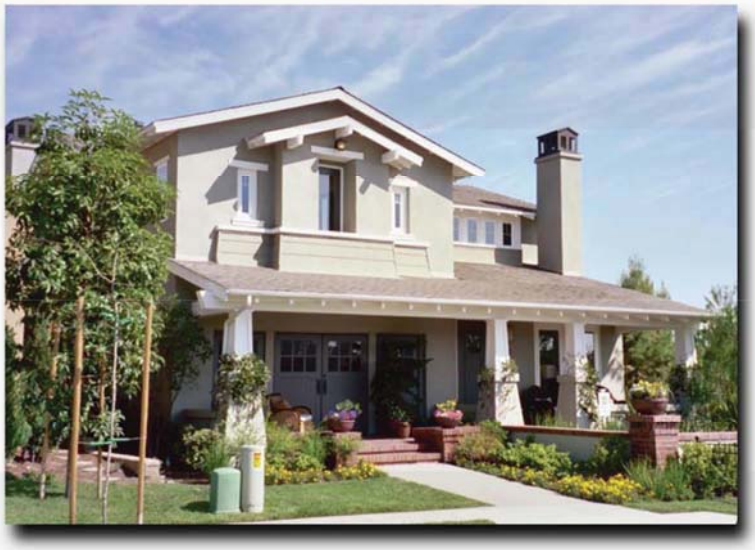
Exhibit 3.2.4-6

EXTENDED ROOF ELEMENTS







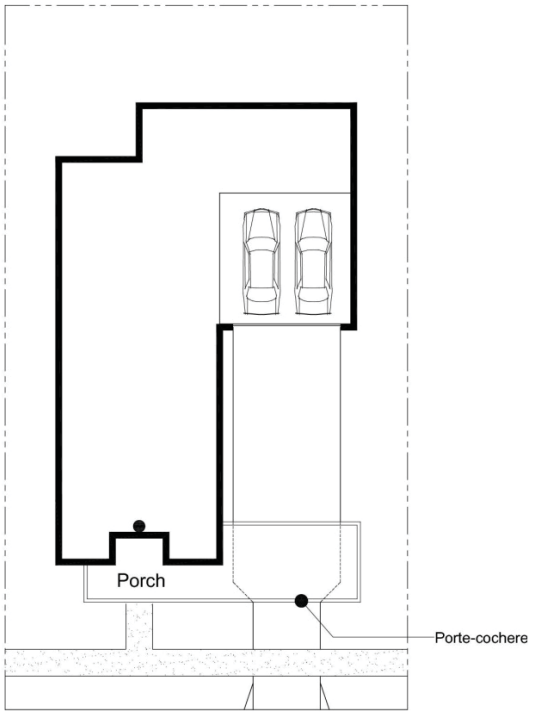


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Exhibit 3.2.4-7

AVOID INAPPROPRIATE GARAGE TREATMENTS



- Detail elements should be authentically detailed, not merely painted or applied.



- No garage door recess is provided
- Wall planes are too flat with no articulation



- No garage door recess is provided
- Exposed foundations, when unavoidable, should be painted to match material or color blocking

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3.2.4 CORNER LOTS

Single-story elevations or having a single-story element along the exposed side lot line facing public or private streets or facing public or private open space are encouraged. One-story elements may include the following:

- Single story-building walls with a maximum plate height of 12' and roofs sloping away from the side lot line.
- Single story building walls with a maximum plate height of 12' with second story walls set back 4' minimum from the first floor walls and both roofs sloping away from the side lot line.
- Wrap-around porches with a maximum plate height of 12'.

On corner side elevations, a portion of the 2nd story façade must be popped out a minimum of 12" and contain a roof element, unless an acceptable alternative treatment is provided.

On corner side elevations, a minimum of 3 wall planes are required on the 2nd story façade. Minimum offset between wall planes is 12". Building articulation is preferred over added 12" wall planes as a means to create visual interest.

The plotting of 3-story plans on corner lots is discouraged. If plotted, however, third story element on exposed corner side yards must be setback at least 10' from the 2nd floor footprint.

A principle window is required on corner side elevations.

The portions of such side elevations that are not screened by solid walls should have architectural treatments consistent with the front elevation, including materials, detailing and roof plane breaks.

Side yard privacy screen walls are required. The walls shall be forward of the rear corner of the house by at least 1/3 the length of the house

Privacy walls shall be set back 5' minimum from the back of a walk and 2' minimum from a drive aisle.

Privacy walls shall screen air conditioner condenser units from view from the street.

When homes with rooftop decks, if any, are plotted on corner lots, a sloped roof must be used to disguise at least 2/3 of the height of the parapet element, regardless of architectural style. Rooftop decks shall meet the setbacks of the principle structure.

Exhibit 3.2.5-1

CORNER SIDE SINGLE STORY ARTICULATION

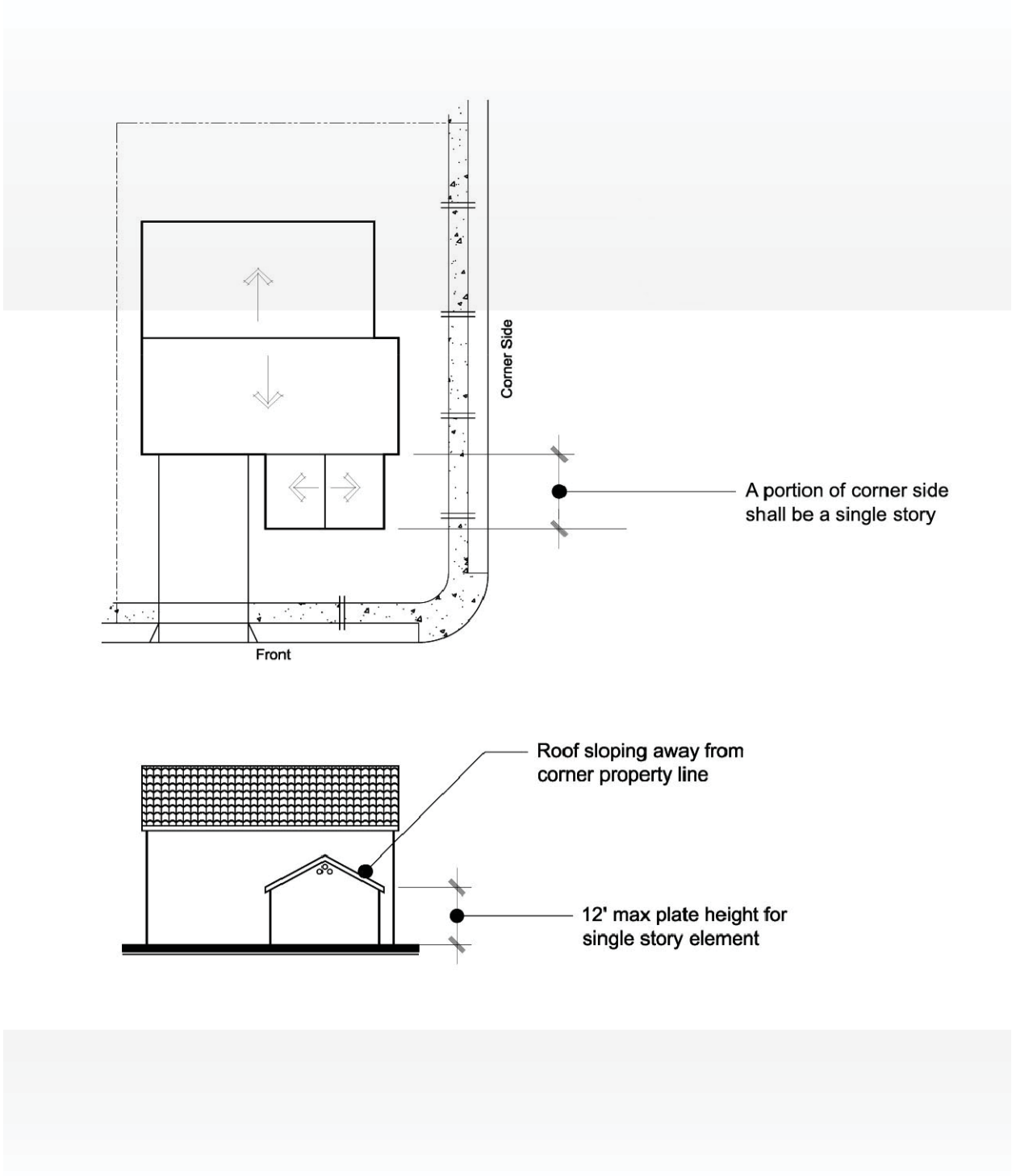

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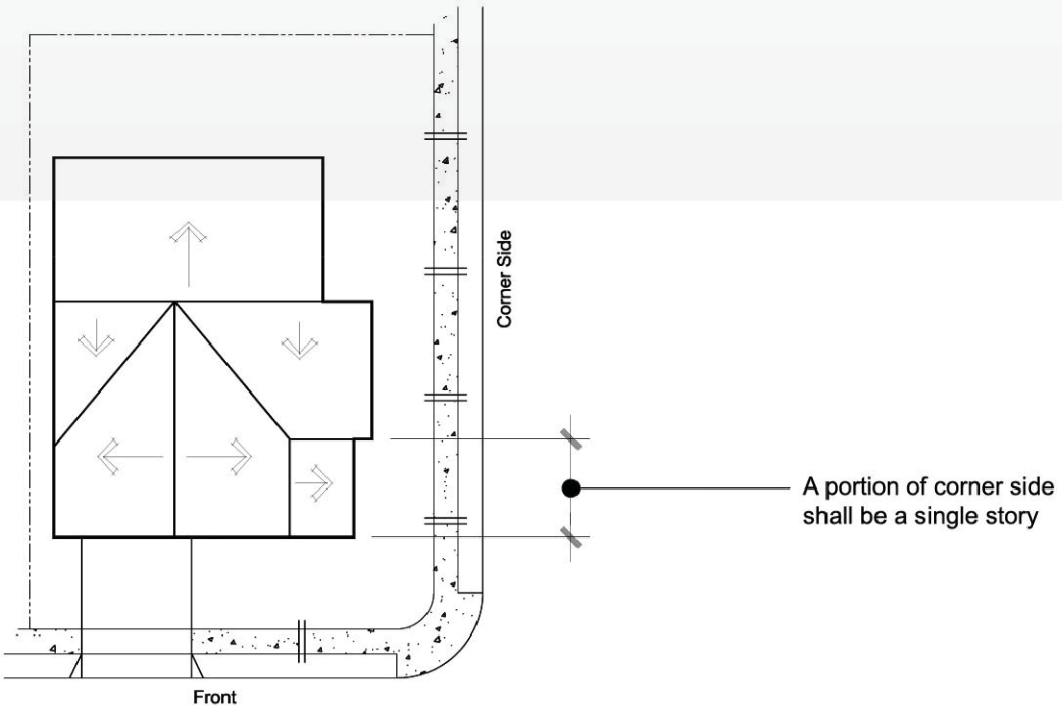
Exhibit 3.2.5-2

CORNER SIDE SINGLE STORY ARTICULATION



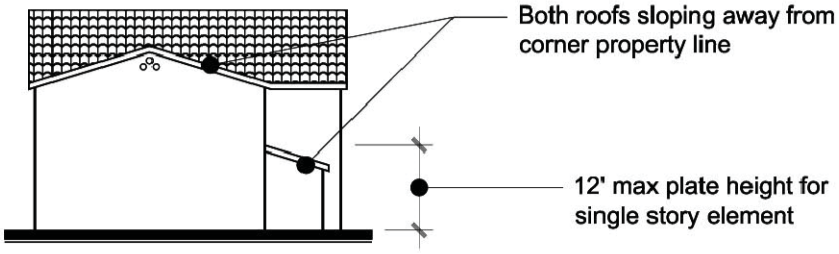


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Exhibit 3.2.5-3

CORNER SIDE SINGLE STORY ARTICULATION

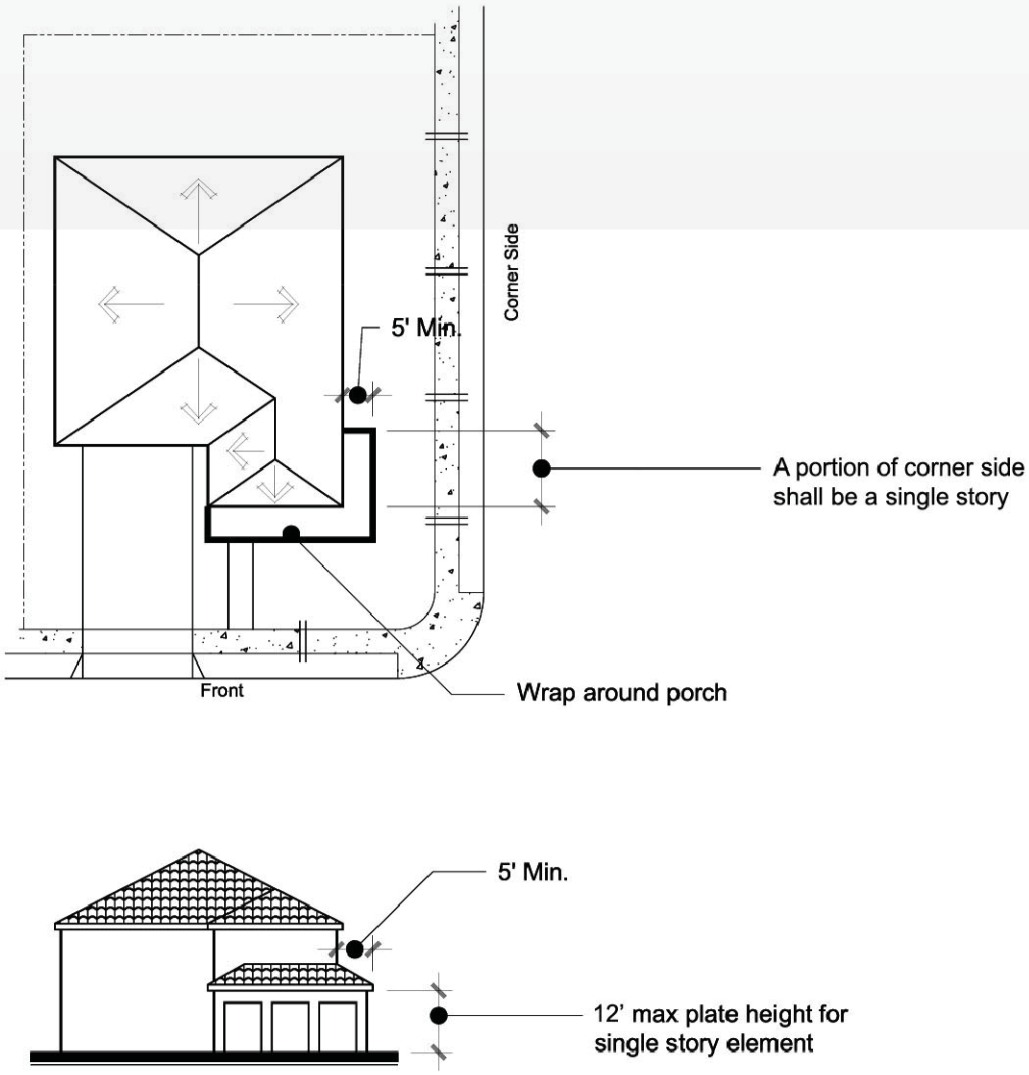

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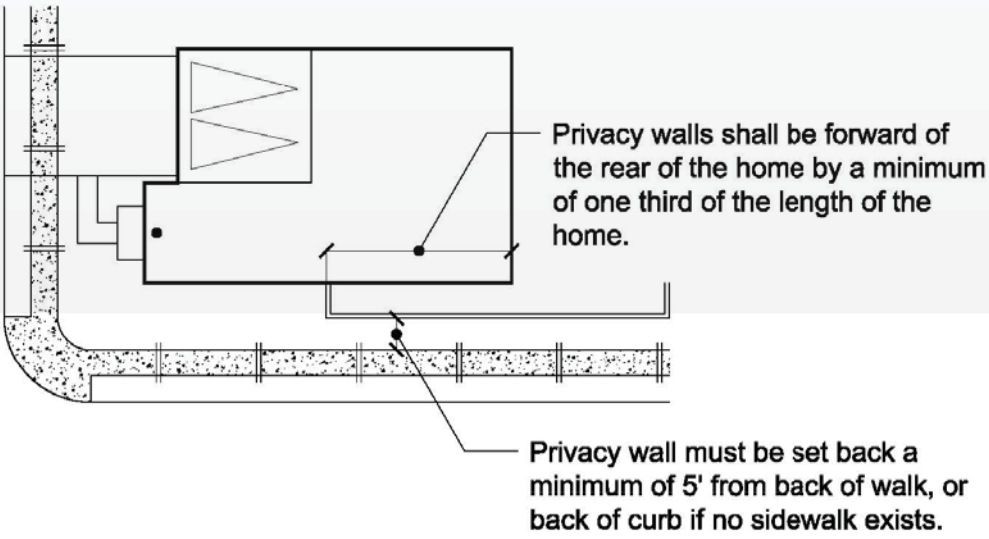
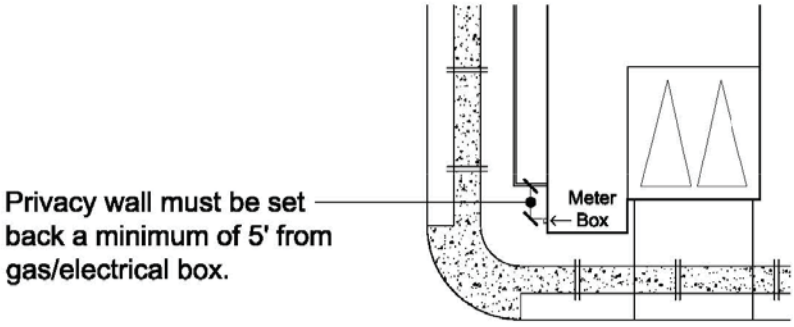
Exhibit 3.2.5-4
PRIVACY WALL SETBACK





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3.2.5 PERIMETER EDGES

The development edges of the builder parcels are a key element to the appearance and sustainability of the overall community, as well as its interface with the surrounding desert environment. For that reason, careful consideration must be undertaken in the design and plotting of residences along the visible perimeter edges of development parcels. The visible perimeter edges will be identified by the Declarant, and are generally defined as one or more of the following:

- Parcel edges that are adjacent to community streets.
- Parcel edges that are adjacent to Open Space areas.
- Parcel edges that are adjacent to Public or Quasi-Public Spaces such as schools, libraries, houses of worship, etc.
- A tier of lots within a tract that is at least 15' higher than the tier of lots below.

In order to ensure that the perimeter edges contribute to a positive community environment, the visible elevations plotted along these edges shall incorporate the following guidelines:

- Variation of building massing and forms
- Variation in roof form. No more than two adjacent residences may have primary gable end roof forms facing the visible perimeter edges of the parcel. In no case are uninterrupted side to side gables allowed on perimeter conditions. Ridgelines of adjacent residences should be in different directions to the extent feasible.
- 2nd floor roof and wall projections offset a minimum of 12" horizontally and vertically. Building articulation is preferred over added 12" wall planes as a means to create visual interest.
- Multiple building wall planes are required on visible rear elevations as follows:
  - Entry Level / Move-Up (+2,000 - 4,000 sq. ft lots) Minimum 3 wall planes at 2nd floor
  - 2nd Move-Up (+ 5,500 sq. ft lots) Minimum 3 wall planes at 2nd floor
  - Estates (+ 6,000 sq. ft lots) Minimum 4 wall planes at 2nd floor

- The use of a principle window on the 2nd floor
- The use of at least one pair of shutters compatible with the architectural style of the residence. (Shutters may be in conjunction with the principle window or any other window on the visible elevation.)

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- A single story element may be used to break the plane of a 2-story building façade.
- Enhancements such as a patio cover, 2nd story deck or balcony that provides vertical or horizontal plane breaks to the façade may be used.
- The use of a principle window on corner side elevations.
- Cantilevered projections used to accomplish the required wall plane offsets may encroach in to setbacks (Maximum 24" encroachment).
- Architectural treatments and articulation consistent with the front elevation

When homes with rooftop decks, if any, are plotted with side elevations facing a perimeter edge of a parcel, a sloped roof must be used to disguise at least 2/3 of the height of the parapet element. Rooftop decks shall meet the setbacks of the principle structure.

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3.3 DEVELOPMENT STANDARDS AND SETBACK CRITERIA

3.3.1 R-1 Single Family Residential District

STANDARD	R – 1 STANDARDS
Housing Types	Single Family Detached
SKYE HILLS Land Use Category	R-1, R-CL
Minimum Lot Size s.f.	3,500
Dwelling Units per Lot	1
Min. Lot Width	40’ (cul-de-sac or knuckle lots which do not meet minimum width at the street are allowed while maintaining minimum lot sizes, subject to ARC review)
MINIMUM SETBACKS ***Refer to Exhibit 3.3.1 for Setback Diagram.*** *All setbacks measured from property line unless otherwise noted. Corner side setbacks are subject to City of Las Vegas site visibility requirements.* **Encroachments no more than 12” in depth consisting of non-livable architectural projections are permitted into the front setback. When a 10’ front setback occurs, the setback shall be inclusive of all architectural projections, and shall not permit encroachments.**	
Main Building	
• Front (measured from sidewalk)	14’ to single story Living, Porch or Attached Side Entry Garage elements (May be reduced to 10’ at single-story living or porch for 30% of building on a maximum of 25% of product, subject to ARC approval). 20’ to second story elements 25’ to third story elements 5’ (cluster product only) or 20’ to face of Front Entry Garage Door
• Side	5’
• Corner Side	8’ to ground level Porch 10’ to first and second story living 15’ to third story elements
• Rear	15’ to single story Living element 20’ to second story Living element (May be reduced by 5’ for 50% of building width for a maximum of 25% of product, subject to ARC approval). 20’ minimum backyards are strongly encouraged. 25’ to third story element
Detached Accessory Structure *(Single-Story only; including Casita* & Detached Side-Entry Garages)*	
• Front	Match principle structure requirement
• Side	5’
• Corner Side	10’
• Rear	5’ to single story element (14’ maximum height)
• Min. Separation to Main Bldg.	6’
• Size and Coverage	Not to exceed 50% of the floor area of the principle dwelling unit (subject to 70% total lot coverage maximum)
Rear Patio Cover, Sundeck, Balcony *A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.* *A Balcony is a projecting non-enclosed portion of the house located 3’ or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.* *A Sundeck is an attached unenclosed portion of the house located 3’ or more above the ground. It may or may not have support posts extending to the ground.*	
• Rear	10’ to post or edge of patio cover 8’ to roof overhang 15’ to post or edge of sundeck or balcony (may be reduced to 10’ at perimeter edge with average 15’ typ.) 13’ to roof overhang (may be reduced to 8’ at perimeter edge with average 13’ typ.)

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STANDARD	R – 1 STANDARDS
Housing Types	Single Family Detached
• Side	5’ to post or edge of patio cover, sundeck or balcony
• Corner Side	8’ to post or edge of patio cover, sundeck or balcony 6’ to roof overhang
Courtyard Walls	
• Front	5’ Setback
• Side	0’ Setback
• Corner Side	5’ Setback
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	70% or less (Includes detached structures)
Max. Building Height *(Vertical distance between the building’s finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** • 3 Stories max. (Front/rear wall planes must be offset, box on box not allowed) • 35’ max. height **Accessory Structure** 14’ maximum (single-story only)
Parking	2 unimpeded spaces per unit within an enclosed garage
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 5’ or building setback, whichever is less
WALLS AND FENCES	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building.
Courtyard Walls	
• Maximum height	4’ – 6” (3’ Solid wall + 18” iron). Pilasters one course above wall
Perimeter and Retaining Walls	
• Max. Overall Height	12’ Exterior – 16’ Interior (10’ retaining + 6’ screen wall or view fence above)
• Perimeter Wall Height	6’ Retaining, 6’ Screen wall or view fence, 12’ total wall height Exterior
• Max. Retaining Wall Height	6’ Exterior – 10’ Interior (10’ retaining + 6’ screen wall or view fence above) / 12’ + 6’ View Fence at lots adjacent to Open Space along Puli Trail
• Rockery Walls	6’ Exterior / 15’ Interior (shallow root planting only within 6’ of base of wall). See Exhibit 6.2.5
• Max. Pilaster Height	One course above adjacent wall
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6’ - 12’ Exterior / 10’-16’ Interior (10’ retaining + 6’ screen wall or view fence above)
• Max. Secondary Wall Height	4’ Exterior – 6’ Interior
• Min. spacing between wall sections – Inside Dimensions	4’
• Max. Pilaster Height	One course above adjacent wall
• Min. spacing between wall sections – Outside Dimensions	5’-4”

*Casita may include a kitchenette in which no oven and cook-top are provided.

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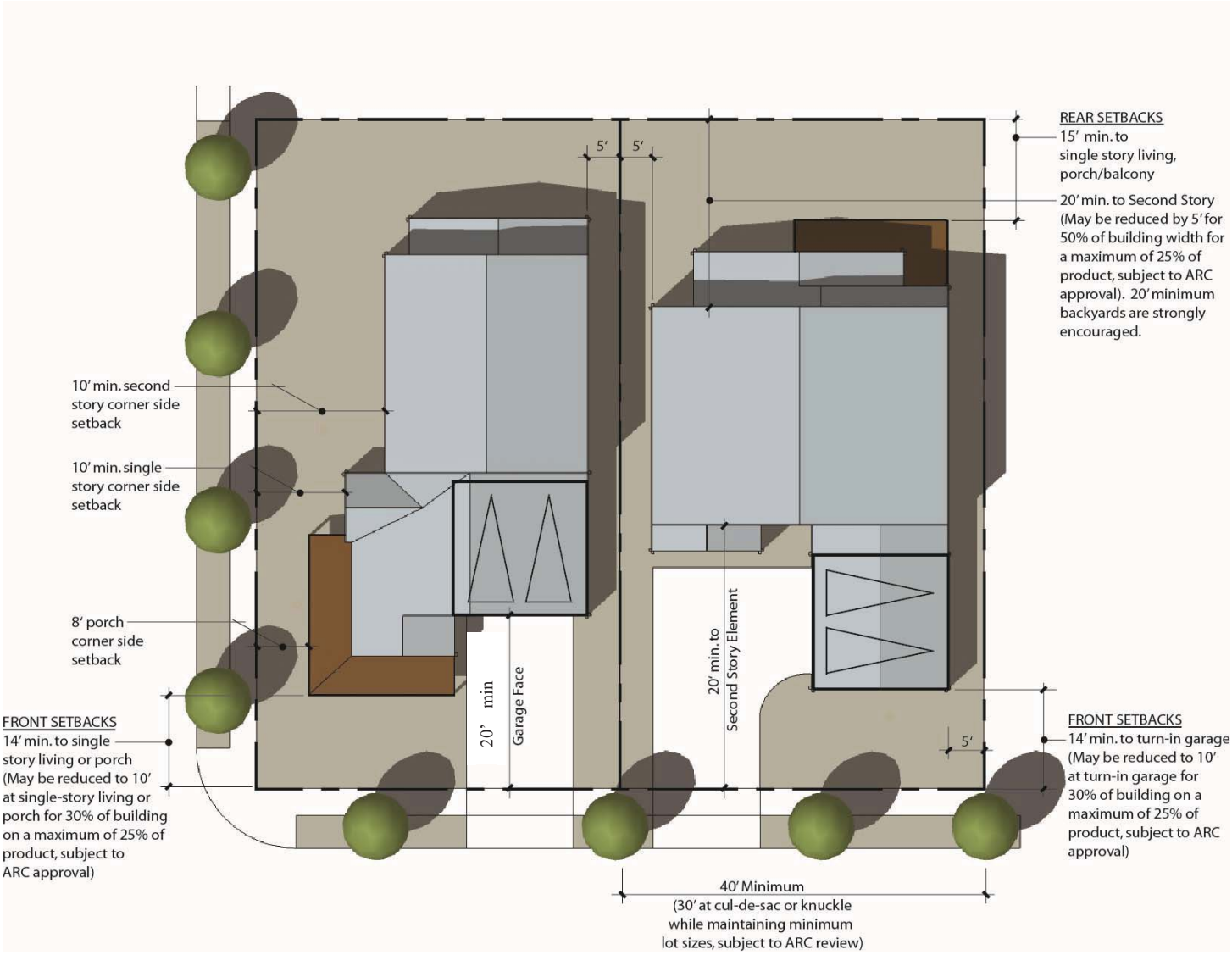
Exhibit 3.3.1: R-1 Conventional SFD



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3.3.2 R-1 Single Family Residential District

STANDARD	R – 1 STANDARDS (Wide/Shallow Product –4000)
Housing Types	Single Family Detached: Front-loaded and/or Alley-loaded
SKYE HILLS Land Use Category	R-1, R-CL
Minimum Lot Size s.f.	4,000
Dwelling Units per Lot	1
Min. Lot Width	40’ (cul-de-sac or knuckle lots which do not meet minimum width at the street are allowed while maintaining minimum lot sizes, subject to ARC review)
Min. Lot Depths	80’
MINIMUM SETBACKS ***Refer to Exhibit 3.3.2 for Setback Diagram.*** *All setbacks measured from property line unless otherwise noted. Corner side setbacks are subject to City of Las Vegas site visibility requirements.* **Encroachments no more than 12” in depth consisting of non-livable architectural projections are permitted into the front setback. When a 10’ front setback occurs, the setback shall be inclusive of all architectural projections, and shall not permit encroachments.**	
Main Building	
• Front (measured from sidewalk)	14’ to single story Living, Porch or Attached Side Entry Garage elements (May be reduced to 10’ at single-story living or porch for 30% of building on a maximum of 25% of product, subject to ARC approval). 20’ to second story elements 20’ to face of Front Entry Garage Door
• Side	5’
• Corner Side	8’ to ground level Porch 10’ to Living
• Rear	**Rear Yard with No Alley** 15’to single story Living element 20’to second story Living element (May be reduced by 5’ for 50% of building width for a maximum of 25% of product, subject to ARC approval). 15’ minimum backyards are strongly encouraged, however, integration of sideyard to function as outdoor living space may be acceptable with ARC approval **Rear Yard with Alley** 5’ to Second Story Living over Garage (cantilevered) 5’ to Porch, Portico, Courtyard Wall or similar element 5’ to Single Story Living 5’ to Second Story Living 5’ or 20’+ to face of Garage Door
Detached Accessory Structure *(Single-Story only; including Casita* & Detached Side-Entry Garages)*	
• Front	14’ (May be reduced to 10’ for 30% of building on a maximum of 25% of product, subject to ARC approval).
• Side	5’ to single story element (14’ maximum height)
• Corner Side	10’
• Rear	5’ to single story element (14’ maximum height)
• Min. Separation to Main Bldg.	6’
• Size and Coverage	Not to exceed 50% of the floor area of the principle dwelling unit. (subject to 70% total lot coverage maximum)
Rear Patio Cover, Sundeck, Balcony *A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.* *A Balcony is a projecting non-enclosed portion of the house located 3’ or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.*	

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STANDARD	R – 1 STANDARDS (Wide/Shallow Product –4000)
Housing Types	Single Family Detached: Front-loaded and/or Alley-loaded
A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.	
• Rear	10' to post or edge of patio cover 8' to roof overhang 15' to post or edge of sundeck or balcony (may be reduced to 10' at perimeter edge with average 15' typ.) 13' to roof overhang (may be reduced to 8' at perimeter edge with average 13' typ.)
• Side	5' to post or edge of patio cover, sundeck or balcony
• Corner Side	15' to post or edge of patio cover, sundeck or balcony 13' to roof overhang (2-story element) 8' to roof overhang (single story element)
Courtyard Walls	
• Front	5' Setback
• Side	5' Setback
• Corner Side	5' Setback
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not inc. utility esmt's) is subtracted.*	70% or less (includes detached structures)
Max. Building Height *(Vertical distance between the building's finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** • 3 Stories max. (Front/rear wall planes must be offset, box on box not allowed) • 35' max. height **Accessory Structure** 14' maximum (single-story only)
Parking	2 unimpeded spaces per unit within an enclosed garage
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 6' or building setback, whichever is less
WALLS AND FENCES	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building.
Courtyard Walls	
• Maximum height	4' -6" (3' Solid wall + 18" iron). Pilasters one course above wall
Perimeter and Retaining Walls	
• Max. Overall Height	12' Exterior – 16' Interior (10' retaining + 6' screen wall or view fence above)
• Perimeter Wall Height	6' Retaining, 6' Screen, 12' total wall height Exterior
• Max. Retaining Wall Height	6'Exterior – 10' Interior (10' retaining + 6' screen wall or view fence above) / 12' + 6' View Fence at lots adjacent to Open Space along Pule Trail
• Rockery Walls	6' Exterior / 15' Interior (shallow root planting only within 6' of base of wall). See Exhibit 6.2.5
• Max. Pilaster Height	One course above wall
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6' - 12' Exterior / 10'-16' Interior (10' retaining + 6' screen wall or view fence above)
• Max. Secondary Wall Height	4' Exterior – 6' Interior
• Min. spacing between wall sections – Inside Dimensions	4'
• Max. Pilaster Height	One course above wall

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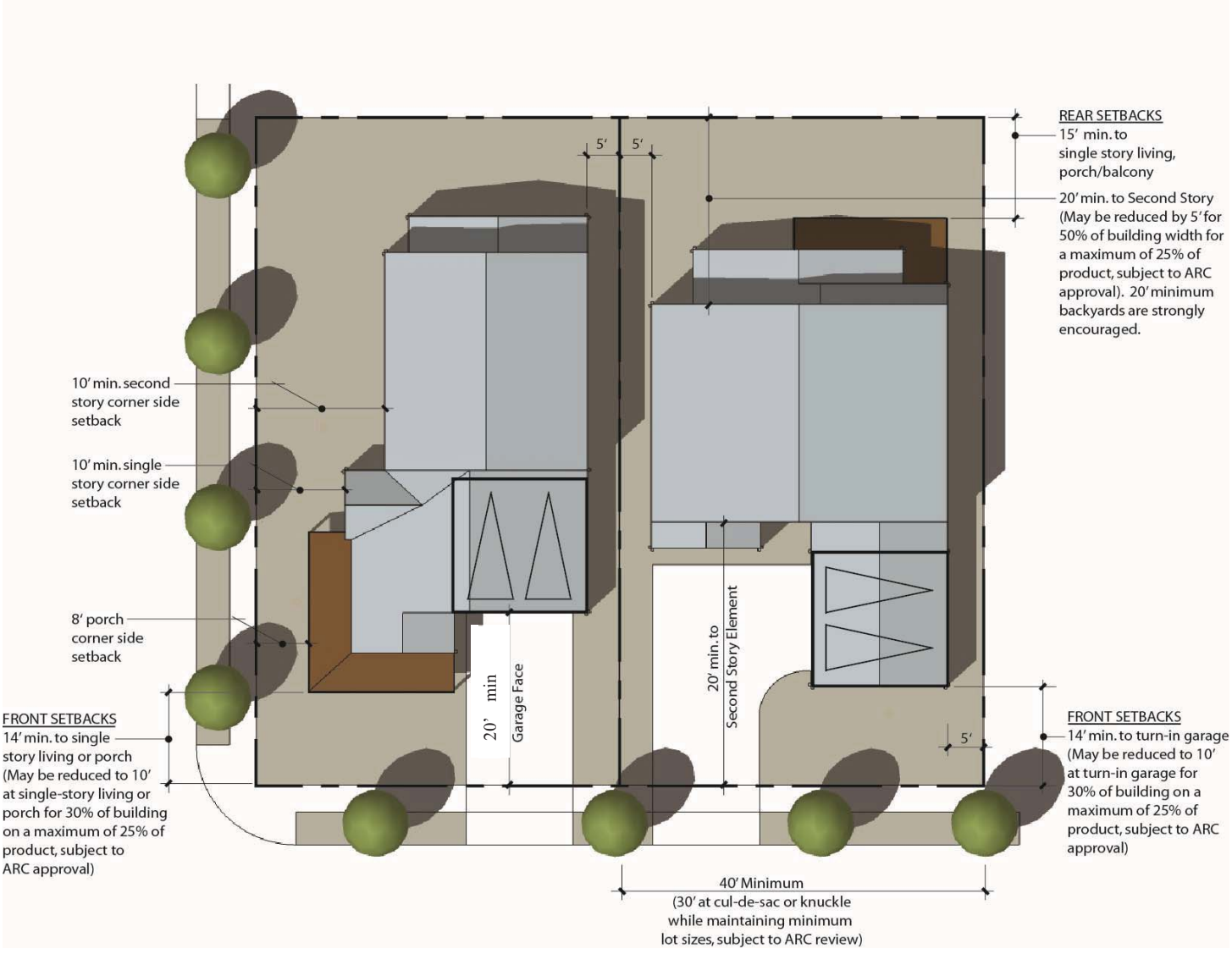
STANDARD	R – 1 STANDARDS (Wide/Shallow Product –4000)
Housing Types	Single Family Detached: Front-loaded and/or Alley-loaded
• Min. spacing between wall sections – Outside Dimensions	5'-4"

*Casita may include a kitchenette in which no oven and cook-top are provided.

Exhibit 3.3.2: R-1 Wide/Shallow SFD (4000)



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3.3.3 R-CL Medium-Low Density Residential District

STANDARD	R - CL STANDARDS
Housing Types	Single Family Detached, Duplex (Conventional, Cluster or Alley configurations)
SKYE HILLS Land Use Category	R-1, R-CL
Minimum Lot Size s.f.	Conventional: 2,000 Cluster or Alley: 2,000
Units per Gross Acre	6-12
Min. Lot Width	NA
MINIMUM SETBACKS ***Refer to Exhibit 3.3.6 for Setback Diagram*** *All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements.* **Encroachments no more than 12" in depth consisting of non-livable architectural projections are permitted into the front setback. When a 10' front setback occurs, the setback shall be inclusive of all architectural projections, and shall not permit encroachments.**	
Main Building	
• Front	**From Interior Street, Paseo or Common Open Space** 5' to Porch 10' to Single Story Living 14' to Second Story Living 20' + to face of Front Entry Garage Door **From Court Street or Drive Aisle** 5' to Second Story Living over Garage 5' to Porch 5' to Single Story Living 5' to Second Story Living 20'+ to face of Garage Door
• Side	0' at common wall 5' at building end wall
• Corner Side	10' to Right of Way or back of sidewalk (where occurs)
• Rear	**Rear Yard with No Alley** 15' **Rear Yard with Alley** 5' to Second Story Living over Garage (cantilevered) 5' to Single Story Living or Porch 5' to Second Story Living 20'+ to face of Garage Door
Detached Accessory Structures	
• Front	Same as Main Building
• Side	5'
• Corner Side	10'
• Rear	5'
• Min. Separation to Main Bldg.	6'
• Size and Coverage	Not to exceed 50% of the floor area of the principle dwelling unit
Rear Patio Cover, Sundeck, Balcony *A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.* *A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.* *A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.*	
• Rear • Side • Corner Side	5' to post or edge of sundeck or balcony 5' to post or edge of sundeck or balcony 5' to post or edge of sundeck or balcony

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STANDARD	R - CL STANDARDS
Housing Types	Single Family Detached, Duplex (Conventional, Cluster or Alley configurations)
Courtyard Walls	
• From Interior Street	5’
• From Court St., Drive Aisle or Alley	2’
• From Paseo or Common Open Space	0’
• Corner Side	2’
Min. Distance Between Buildings	10’
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	NA
Max. Building Height *(Vertical distance between the building’s finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** 3 Stories max.; 38’ max. (Front/rear wall planes must be offset, box on box not allowed). **Accessory Structure** 14’ maximum (single-story only)
Parking	3 unimpeded spaces per unit with at least one space in an enclosed garage. In neighborhoods where 5’ driveways are proposed, additional off-street parking must be provided, subject to ARC review and approval.
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 6’ or building setback whichever is less
WALLS AND FENCES	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building.
Courtyard Walls	
• Maximum height	4’ -6” (3’ Solid wall + 18” iron) Pilasters one course above adjacent wall/fence
Perimeter and Retaining Walls	
• Max. Overall Height	12’ Exterior – 16’ Interior (10’ retaining + 6’ screen wall or view fence above)
• Perimeter Wall Height	6’ Retaining, 6’ Screen, 12’ total wall height Exterior
• Max. Retaining Wall Height	6’ Exterior – 10’ Interior (10’ retaining + 6’ screen wall or view fence above) / 12’ + 6’ View Fence at lots adjacent to Open Space along Puli Trail
• Rockery Walls	6’ Exterior / 15’ Interior (shallow root planting only within 6’ of base of wall). See Exhibit 6.2.5
• Max. Pilaster Height	One course above wall
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6’ - 12’ Exterior / 10’-16’ Interior (10’ retaining + 6’ screen wall or view fence above)
• Max. Secondary Wall Height	4’ Exterior – 6’ Interior
• Min. spacing between wall sections – Inside Dimensions	4’
• Max. Pilaster Height	One course above wall
• Min. spacing between wall sections – Outside Dimensions	5’-4”
OPEN SPACE	
Private Outdoor Space	**125 s.f.** with 8’ minimum dimension and 75% open to the sky (May be located on the front, side or rear of unit)

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STANDARD	R - CL STANDARDS
Housing Types	Single Family Detached, Duplex (Conventional, Cluster or Alley configurations)
	On perimeter or corner lots, Private Open Space shall be located adjacent to the exposed property line to provide articulation to the building mass on these visible edges. Privacy wall or fence may enclose Private Open Space in such cases. Outdoor Living Space requirement as defined in Section 4.5 may be counted toward the Private Open Space requirement.
Common Open Space	Minimum Common Open Space element is 10,000 s.f., ***plus*** 50 sq. ft. for each unit in excess of 100 within the project. The minimum 10,000 s.f common open space requirement may be consolidated into a single amenity area, visible from the main entry of the project to the extent feasible. The balance of any cumulative common open space requirement exceeding 10,000 s.f. may be distributed throughout the project as the builder desires, so long as such common open space element has a minimum dimension of 20'. Outdoor Living Space requirement as defined in Section 4.5 may be counted toward the Private Open Space requirement.

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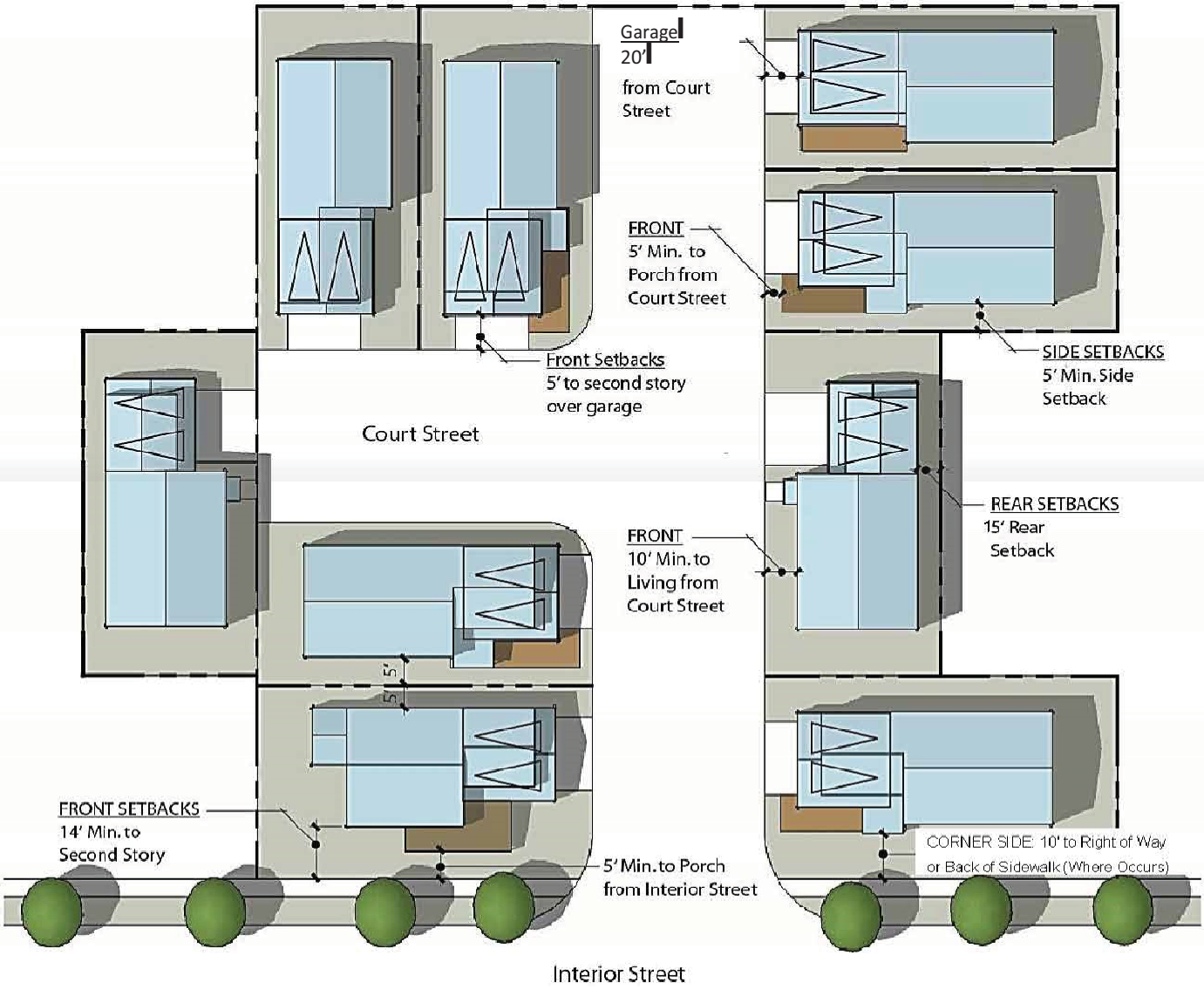
Exhibit 3.3.3: R-CL Conventional



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3.3.4 AA-1 Single Family Residential District

STANDARD	AA – 1 STANDARDS
Housing Types	Active Adult Single Family Detached
SKYE HILLS Land Use Category	R-1, R-CL, AA-1
Minimum Lot Size s.f.	3,500
Dwelling Units per Lot	1
Min. Lot Width	40’ (cul-de-sac or knuckle lots which do not meet minimum width at the street are allowed while maintaining minimum lot sizes, subject to ARC review)
MINIMUM SETBACKS ***Refer to Exhibit 3.3.1 for Setback Diagram.*** *All setbacks measured from property line unless otherwise noted. Corner side setbacks are subject to City of Las Vegas site visibility requirements.* **Encroachments no more than 12” in depth consisting of non-livable architectural projections are permitted into the front setback. When a 10’ front setback occurs, the setback shall be inclusive of all architectural projections, and shall not permit encroachments.**	
Main Building	
• Front (measured from sidewalk)	10’ to single story Living, Porch or Attached Side Entry Garage elements 14’ to second story elements 20’ to third story elements 5’ (cluster product only) or 20’ to face of Front Entry Garage Door
• Side	5’
• Corner Side	8’ to ground level Porch 10’ to first and second story living 15’ to third story elements
• Rear	10’ to single story Living element 15’ to second story Living element (May be reduced by 5’ for 50% of building width for a maximum of 25% of product, subject to ARC approval). 20’ minimum backyards are strongly encouraged. 20’ to third story element
Detached Accessory Structure *(Single-Story only; including Casita* & Detached Side-Entry Garages)*	
• Front	Match principle structure requirement
• Side	5’
• Corner Side	10’
• Rear	5’ to single story element (14’ maximum height)
• Min. Separation to Main Bldg.	6’
• Size and Coverage	Not to exceed 50% of the floor area of the principle dwelling unit (subject to 70% total lot coverage maximum)
Rear Patio Cover, Sundeck, Balcony *A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.* *A Balcony is a projecting non-enclosed portion of the house located 3’ or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.* *A Sundeck is an attached unenclosed portion of the house located 3’ or more above the ground. It may or may not have support posts extending to the ground.*	
• Rear	10’ to post or edge of patio cover 8’ to roof overhang 15’ to post or edge of sundeck or balcony (may be reduced to 10’ at perimeter edge with average 15’ typ.) 13’ to roof overhang (may be reduced to 8’ at perimeter edge with average 13’ typ.)

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STANDARD	AA – 1 STANDARDS
Housing Types	Active Adult Single Family Detached
• Side	5’ to post or edge of patio cover, sundeck or balcony
• Corner Side	8’ to post or edge of patio cover, sundeck or balcony 6’ to roof overhang
Courtyard Walls	
• Front	5’ Setback
• Side	0’ Setback
• Corner Side	5’ Setback
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	70% or less (Includes detached structures)
Max. Building Height *(Vertical distance between the building’s finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** • 3 Stories max. (Front/rear wall planes must be offset, box on box not allowed) • 35’ max. height **Accessory Structure** 14’ maximum (single-story only)
Parking	2 unimpeded spaces per unit within an enclosed garage
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	• Adjacent to Right-of-Way: 5’ or building setback, whichever is less
WALLS AND FENCES	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building. Privacy walls separating single family detached homes may be eliminated subject to prior Developer review and approval. -Air conditioner condenser unit screening is always required.
Courtyard Walls	
• Maximum height	4’ – 6” (3’ Solid wall + 18” iron). Pilasters one course above wall
Perimeter and Retaining Walls	
• Max. Overall Height	12’ Exterior – 16’ Interior (10’ retaining + 6’ screen wall or view fence above)
• Perimeter Wall Height	6’ Retaining, 6’ Screen, 12’ total wall height Exterior
• Max. Retaining Wall Height	6’ Exterior – 10’ Interior (10’ retaining + 6’ screen wall or view fence above) / 12’ + 6’ View Fence at lots adjacent to Open Space along Puli Trail
• Rockery Walls	6’ Exterior / 15’ Interior (shallow root planting only within 6’ of base of wall). See Exhibit 6.2.5
• Max. Pilaster Height	One course above wall
• Contrasting Material	20%
Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6’ - 12’ Exterior / 10’-16’ Interior (10’ retaining + 6’ screen wall or view fence above)
• Max. Secondary Wall Height	4’ Exterior – 6’ Interior
• Min. spacing between wall sections – Inside Dimensions	4’
• Max. Pilaster Height	One course above wall
• Min. spacing between wall sections – Outside Dimensions	5’-4”

*Casita may include a kitchenette in which no oven and cook-top are provided.

3.3.5 Single Family Attached District

STANDARD	R – TH STANDARDS
Housing Types	Single Family Attached Residences
Skye Canyon Land Use Category	MLA
Min. Lot Size s.f.	1,280
DU's per Lot	1
Min. Lot Width (ft)	16'
MINIMUM SETBACKS ***Refer to Exhibit 3.3.5 for Setback Diagram.*** *All setbacks measured from property line. Corner side setbacks are subject to City of Las Vegas site visibility requirements. All setbacks are subject to the Residential Adjacency Standards described in the City of Las Vegas Unified Development Code, Section 19.06.040, Sub-section I.* **Encroachments no more than 12" in depth consisting of non-livable architectural projections are permitted into the front setback. When a 10' front setback occurs, the setback shall be inclusive of all architectural projections, and shall not permit encroachments.**	
Main Buildings	
• Front	• <u>From Interior Street, Paseo or Common Open Space</u> 5' to Porch 8' to Single Story Living 12' to Second Story Living ** 5' or 20 + to face of Front Entry Garage Door • <u>From Alley</u> 5' to Second Story Living over Garage ** 5' to Porch 10' to Single Story Living 10' to Second Story Living 5' or 20'+ to face of Garage Door ** Exception: A 4' reduction to the minimum setback may be allowed if a minimum of (2) 3' horizontal offsets within a building and 12" horizontal massing feature are constructed.
• Side	0' at common wall 5' at building end wall 10' between buildings
• Corner Side	10'
• Rear	• <u>Rear Yard with No Alley</u> 10' • <u>Rear Yard from Alley</u> 5' to Second Story Living over Garage (cantilevered) ** 5' to Porch, Portico, Courtyard Wall or similar element 8' to Single Story Living 5' to Second Story Living 5' or 20'+ to face of Garage Door ** Exception: A 4' reduction to the minimum setback may be allowed if a minimum of (2) 3' horizontal offsets within a building and 12" horizontal massing feature are constructed.
Detached Accessory Structures	
• Min. Separation to Main Bldg.	6'
• Size and Coverage	Not to exceed 50% of the floor area of the principle dwelling unit
Rear Patio Cover, Sundeck, Balcony *A Patio Cover is an attached or detached accessory structure which is not enclosed and provides sheltered outdoor space. It is generally supported by posts extending to the ground.* *A Balcony is a projecting non-enclosed portion of the house located 3' or more above the ground. It is generally cantilevered from the adjacent wall plane with no support posts extending to the ground.* *A Sundeck is an attached unenclosed portion of the house located 3' or more above the ground. It may or may not have support posts extending to the ground.*	

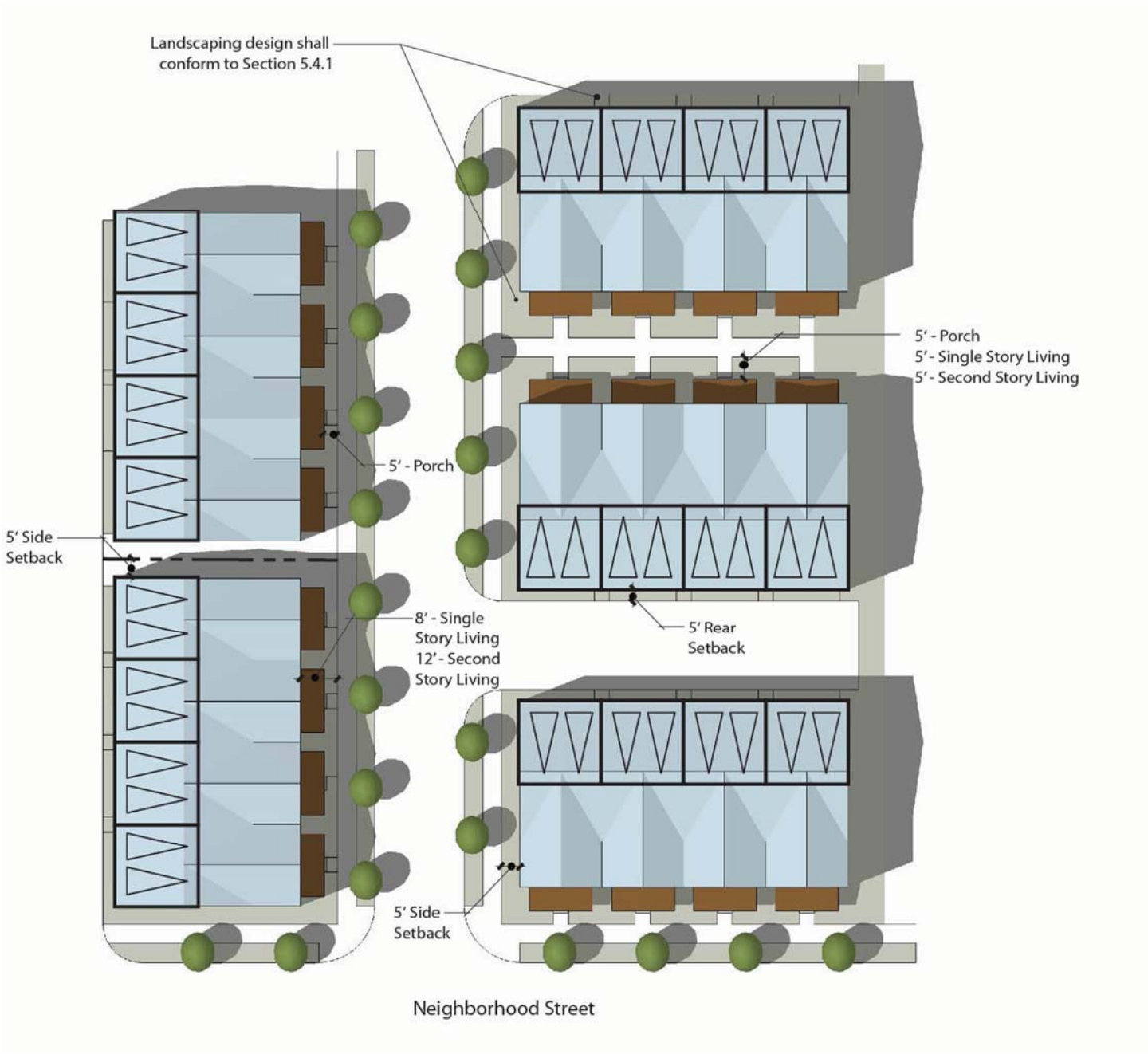
• Rear	5’ to post or edge of sundeck or balcony
• Side	5’ to post or edge of sundeck or
• Corner Side	balcony 5’ to post or edge of
	sundeck or balcony

STANDARD	SKYE R – TH STANDARDS
Courtyard Walls	
• From Interior Street	2’
• From Court St., Drive Aisle or Parking	2’
• From Paseo or Common Open Space	0’
• From Parcel Boundary Adjacent to • Perimeter Street	10’
• From Adjacent Parcel PL	10’

Min. Distance Between Buildings *(Primary Walls are those walls which contain the primary glazing and/or private outdoor space per unit. All other elevations are considered Secondary Walls.)*	10’
Max. Lot Coverage *The percentage of lot area covered by all buildings and structures after the area required for dedicated public roadway (not including utility easements) is subtracted.*	95%
Max. Building Height *(Vertical distance between the building’s finished floor elevation and either 1) the highest point of the coping of a flat roof; 2) the deck line of a mansard roof; or 3) the average height level between the eaves and ridge line of a gable, hip or gambrel roof.)*	**Main Building** 3 stories max.; 45 feet max. (Front/rear wall planes must be offset, box on box not allowed). **Accessory Structure** 14’ maximum (single-story only)
Parking	1 unimpeded space per dwelling unit, plus 1 guest parking space per 6 units. In neighborhoods where 5’ driveways are proposed, additional off-street parking must be provided, subject to ARC review and approval.
Landscape Buffers and Turf Limitations	
• Minimum Zone Depths	Adjacent to Right-of-Way: 6’ or building setback, whichever is less
• Parking Lot Screening	Screening from adjacent roadways shall be provided
• Turf Coverage	0%
WALLS AND FENCES	Front Screen Walls, when provided, shall have the same minimum setback requirement as the main building.
Courtyard Walls	
• Maximum height	4’ -6” (3’ Solid wall + 18” iron) Pilasters one course above adjacent wall/fence
Perimeter and Retaining Walls	
• Max. Overall Height	12’ Exterior – 16’ Interior (10’ retaining + 6’ screen wall or view fence above)
• Perimeter Wall Height	6 — 12’
• Max. Retaining Wall Height	6’ Exterior – 10’ Interior (10’ retaining + 6’ screen wall or view fence above) / 12’ + 6’ View Fence at lots adjacent to Open Space along Puli Trail
• Rockery Walls	6’ Exterior / 15’ Interior (shallow root planting only within 6’ of base of wall). See Exhibit 6.2.5
• Max. Pilaster Height	One course above wall
• Contrasting Material	20%

Perimeter and Retaining Walls Standard Stepback	
• Max. Primary Wall Height	6’ - 12’ Exterior / 10’-16’ Interior (10’ retaining + 6’ screen wall or view fence above)
• Max. Secondary Wall Height	4’ Exterior – 6’ Interior
• Min. spacing between wall sections – Inside Dimensions	4’
• Max. Pilaster Height	One course above wall
• Min. spacing between wall sections – Outside Dimensions	5’-4”
•	
Open Space	
Private Outdoor Space	**125 s.f.** with 8’ minimum dimension and 75% open to the sky (May be located on the front, side or rear of unit)
	On perimeter or corner lots, Private Open Space shall be located adjacent to the exposed property line to provide articulation to the building mass on these visible edges. Privacy wall or fence may enclose Private Open Space in such cases. Outdoor Living Space requirement as defined in Section 4.5 may be counted toward the Private Open Space requirement.
Common Open Space	100 sq. ft. per unit for the first 100 units, ***plus*** 50 sq. ft. for each additional unit. The first 10,000 s.f. of required common open space shall be consolidated into a single amenity area, visible from the main entry of the project to the extent feasible. The balance of any cumulative common open space requirement exceeding 10,000 s.f. may be distributed throughout the project as the builder desires, so long as such common open space element has a minimum dimension of 20’. Outdoor Living Space requirement as defined in Section 4.5 may be counted toward the Private Open Space requirement.

Exhibit 3.3.5: R-TH Conventional



3.4 STREET LIGHTING

A light pole standard has been selected for use on arterial streets throughout the SKYE HILLS. Please refer to Exhibit 5.6.2.

Other street light standards are permitted subject to ARC approval, are decorative in nature, are compatible with the SKYE HILLS architectural style and meet the City of Las Vegas minimum candle-watt criteria.

Private street subdivisions must meet City of Las Vegas lighting requirements. Coach lighting on photo-cells are required where City of Las Vegas allows minimal street light installations.

3.5 STREETS

Refer to Section 5 for street exhibits.

SECTION 4

ARCHITECTURAL DESIGN GUIDELINES

4.1 INTRODUCTION

The Architectural Design Guidelines for the residential areas of SKYE HILLS are intended to facilitate the creation of diverse and varied streetscapes, while creating a cohesive sense of place in keeping with the overall community design concept. Architecturally, SKYE HILLS employs a few key features that will define the community and elevate the designs by all builders:

SKYE HILLS
ARCHITECTURAL STYLES

- Andalusian
- Italian
- Mediterranean
- Nevada Living / Rustic Contemporary
- Spanish Colonial
- Tuscan

- 20' minimum setback for front-facing garages
- Use of flat-tile roofing materials is permitted when authorized by the ARC.
- 5' minimum side-yard setback to structure
- Multiple wall plane breaks required which creates interest in the street scene

The architectural styles permitted within SKYE HILLS are Andalusian, Italian, Mediterranean, Nevada Living / Rustic Contemporary, Spanish Colonial, and Tuscan. An architectural image board of each style is presented in this section. The image boards provide visual examples of each style and their primary identifying characteristics.

The styles that have been selected for the Design Guidelines have proven to be compatible with the Las Vegas climate. Other architectural styles may be allowed subject to review and approval by the Declarant's Architectural Review Committee (ARC). The Architect may choose to follow a traditional design approach for the selected style, may explore more contemporary expressions of the selected style for a fresh and unique architectural look or a blend of both. Updated interpretations may consider the following:

- Simple yet bold massing of building forms
- Asymmetric building facades with exaggerated massing
- Multiple wall planes
- Strong use of the roof as a design statement including shed roof forms, parapets, and/or over-scaled gable or hip roof forms
- Multiple ridge heights

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- Bold use of color to accentuate building forms
- Simplicity of details, exaggerated for emphasis
- Simplified use of materials on accenting wall planes
- Materials used and applied in unique manner
- Use of simple or no muntins
- Simple window trimming, use of shutters discouraged

Each single family or paired home neighborhood with more than 125 units shall consist of at least 12 distinct combinations of plans and elevations. For example,

- 3 plans with 4 elevation styles each
- 4 plans with 3 elevation styles each

Neighborhoods with up to 125 units shall consist of at least 9 distinct combinations of plans and elevations. For example:

- 3 plans with 3 elevations styles each.

Single Family Attached and Multi-Family neighborhoods with up to 150 units may be designed with one architectural style for a cohesive neighborhood thematic design concept. An additional architectural style is required for each additional 150 units or portion thereof.

Sections 4.2 through 4.5 contain the general architectural requirements for all Single Family residences within the community regardless of the architectural style selected. Sections 4.9 through 12 contain checklists of the primary identifying characteristics of each style and the requirements that must be included on residences designed for each selected style.

Builders are encouraged to utilize sustainable building practices, taking into consideration alternative power sources and water conservation techniques when designing and building their homes. When solar power is implemented by the builder, care should be taken to ensure the solar power system becomes an integral part of the exterior design of the home.

4.2 SINGLE FAMILY DETACHED

The architecture of a house is comprised of three basic components regardless of its architectural style. These architectural components consist of Building Facades, Roofs, and Detail Elements. Together, when these components are designed appropriately, a cohesive yet diverse residential neighborhood environment will be realized, consistent with the goals and objectives of the SKYE HILLS master plan.

ARCHITECTURAL COMPONENTS

- BUILDING FACADES
- ROOFS
- DETAIL ELEMENTS

4.3 BUILDING FACADES

- **BUILDING MASSING AND FORM**

  - Total living area square footage (excluding garage area) is limited to 70% of the lot size. Unit square footage may exceed 70% so long as an enhanced product and/or site plan concept is provided, subject to review and approval by the Declarant.

  - On 2-story residences, the second story (including volume spaces over 12' high) floor area is limited to 90% of the building footprint area, including garage.

  - Variety in building forms provide diversity and visual interest to the neighborhood street scene. The following shall be incorporated into the design of residential structures:
    - Articulation of wall planes
    - Projections and recesses to provide shadow and depth
    - Simple bold forms
    - Combinations of one and two story forms.

  - Building wall planes, on the front elevation, shall be staggered to create interest along the street scene, to provide a desirable human scale, and to avoid visual monotony. The minimum offset between wall planes shall be 12". Building articulation is preferred over added 12" wall planes as a means to create visual interest.

    - Entry Level / Move-Up — Minimum 3 wall planes at 2nd floor
    - 2nd Move-Up — Minimum 3 wall planes at 2nd floor
    - Estates — Minimum 4 wall planes at 2nd floor

- Residential design shall provide articulation and detail to the rear and side of the dwelling when visible from public spaces within the community.

- The use of second story balconies along the front elevation is encouraged to provide visual interest to the street scene.

- **BUILDING MATERIALS AND COLORS**

- The design of residences shall use building materials that are consistent with the architectural styles as identified on the architectural checklist for each style, including:
  - Stucco
  - Cementitious Wood Siding or Shingles
  - Brick
  - Stone

- Stucco surfaces shall be as follows:
  - **Entry Level / Move-Up Product**
    Primary Wall Surfaces: Light lace or smoother
    Trim, stucco eaves, banding, etc.: Light lace or smoother

  - **2nd Move-Up, Estate Product**
    Primary Wall Surfaces: Stucco with dash or sand finish
    Trim, stucco eaves, banding, etc.: Sand or smooth finish

  - **Multi-Family Product**
    Primary Wall Surfaces: Light lace or smoother
    Trim, stucco eaves, banding, etc: Light lace or smoother

- All surface treatments or materials shall be designed to appear as an integral part of the design, and not merely applied. All materials shall wrap columns, porches, or balconies in their entirety.

- Material changes shall occur at inside corners. Materials applied to any elevation shall turn the outside corner and end at a logical termination point related to the architecture such as roof lines or building massing when they are available, otherwise return shall be 3' minimum before terminating.

- Color or material breaks at garage corners shall have a return dimension equal to or greater than the width of the material on the front elevation.

- Building, trim and accent colors must be approved by the ARC. Refer to Section 7 for additional Color criteria.

4.4 ROOFS

4.4.1 ROOF FORM AND SLOPE

- Roof treatments shall be consistent with the architectural style of the dwelling.
- Variety of roof design and treatment is encouraged to provide visual interest to the neighborhood roofscape throughout SKYE HILLS, including the use of gable, cross-gable, hip, shed, flat or a combination of these roof forms.
- Gable ends shall feature detail elements that are compatible with the architectural style of the residence and shall vary per elevation style.
- Likewise, variety in roof lines is required to avoid a common roof line along neighborhood streets. Rooflines of adjoining residences are required to vary ridge heights, roof forms, and direction of gables.
- Shed roof forms used in conjunction with an "updated" interpretation of the selected architectural style may have slopes greater than or shallower than that permitted by its corresponding "traditional" architectural interpretation.
- Repetitious gable ends framed side to side on rear elevations are not permitted along perimeter edges of residential neighborhoods. No more than two adjacent residences may have primary gable end roof forms facing the visible perimeter edges of the parcel. In no case are uninterrupted side to side gable roofs allowed on perimeter edges.
- Minimum overhangs shall be as identified on the architectural checklist for each style.
- Roof slopes shall be consistent with the architectural style of the residence as indicated on the architectural checklist for each style.
- Broken roof pitches extending over porches, patios or other similar features are encouraged where appropriate to the architectural style.
- Gambrel and Mansard roof forms are prohibited.

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4.4.2 ROOF MATERIALS

- A variety of roof materials is encouraged throughout the neighborhoods of SKYE HILLS in order to avoid a monotonous roofscape appearance. Roof materials shall be barrel or s-shaped clay or concrete tiles. Flat tile is permitted when approved by the ARC.

- Roof materials shall be compatible with the architectural style of the residence as indicated on the architectural checklist for each style.

- Roof materials shall have a matte finish to minimize glare.

- Fascias may be either stucco, wood, or tile. If wood is used, it shall be stained or painted.

- Skylights are permitted, but shall be designed as an integral part of the roof. Clear skylights or white "bubble" skylights are not permitted. Skylight framing material shall be bronze anodized or colored to match the adjacent roof.

- **Permitted Materials**
  - Clay or concrete barrel shaped or S-tiles
  - Flat concrete tiles or shakes, when specificially approved by the ARC
  - Standing seam metal roofing as an accent material (subject to design review and approval)
  - Photo-Voltaic roof tiles, subject to the design criteria below.

- **Prohibited Materials**
  - Wood Shake
  - Fiberglass Shingles
  - Simulated Tile including fiberglass or metal unless otherwise approved by the ARC
  - Rolled roofing material unless otherwise approved by the ARC
  - Dormer style tile roof vents

- Solar panels are to be integrated into the roof design, preferably flush with the roof slope, but parallel is acceptable. Frames must be colored to complement the roof. Mill finish aluminum frames are prohibited. Support solar equipment shall be enclosed and screened from view.

- Photo-Voltaic roof tiles shall conform to the following criteria:
  - All conduit line sets shall be integrated into the design of the home. Any exposed conduit shall be painted to match adjacent wall surface.

4.5 ARCHITECTURAL FEATURES AND ACCENTS

Perimeter Edge Conditions

The development edges of the builder parcels are a key element to the appearance of the overall community as well as its interface with the surrounding desert environment. For that reason, careful consideration must be undertaken in the design and plotting of residences along the visible perimeter edges of development parcels. The visible perimeter edges will be identified by the Declarant and are generally defined as one or more of the following:

- Parcel edges that are adjacent to Community streets.
- Parcel edges that are adjacent to Open Space areas.
- Parcel edges that are adjacent to Public or Quasi-Public Spaces such as schools, libraries, houses of worship, etc.
- A tier of lots within a tract that is at least 15' higher than the tier of lots below.

In order to ensure that the perimeter edges contribute to a positive community environment, the visible elevations plotted along these edges shall incorporate the following criteria:

- Variation of building massing and forms
- Variation in roof form. No more than two adjacent residences may have primary gable end roof forms facing the visible perimeter edges of the parcel. In no case are uninterrupted side to side gables allowed in visible perimeter edges. Ridgelines of adjacent residences should be in different directions to the extent feasible.
- 2nd floor roof and wall projections offset a minimum of 12" horizontally and vertically. On corner side elevations, a minimum of 3 wall planes are required on the 2nd story façade.
- Building articulation is preferred over added 12" wall planes to create visual interest.
- Multiple building wall planes are on visible rear elevations as follows:
  - Entry Level / Move-Up (+2,000 - 4,000 sq. ft. lots) Minimum 3 wall planes at 2nd floor
  - 2nd Move-Up (+ 5,500 sq. ft. lots) Minimum 3 wall planes at 2nd floor
  - Estates (+ 6,000 sq. ft. lots) Minimum 4 wall planes at 2nd floor

- The use of a principle window on the 2nd floor
- The use of at least one pair of shutters compatible with the architectural style of the residence. (Shutters may be in conjunction with the principle window or any other window on the visible elevation.)
- A single story element may break the plane of a 2-story building façade.
- Enhancements such as a patio cover, 2nd story deck or balcony that provides vertical or horizontal plane breaks to the façade.
- Architectural treatments and articulation consistent with the front elevation

Exposed parapet walls to enclose the rooftop decks are not allowed on corner side elevations regardless of architectural style. When rooftop decks are plotted on corner lots, a sloped roof must be used to disguise at least 2/3 of the height of the parapet element. Rooftop decks shall meet the setbacks of the principle structure.

Entries

- The entry of a residential dwelling shall be articulated as a focal point of the building's front elevation through the appropriate use of roof elements, columns, towers or turrets, porches, recesses or projections, window or other architectural features.
- Residences with front doors that are not visible from the street, should feature a courtyard, trellis, portal element or similar architectural feature to provide articulation and sense of arrival to the dwelling from the street.
- The style of the front door shall be consistent with the architectural style of the residence and shall vary from elevation to elevation.

Courtyards

- Courtyard walls, when provided, shall be finished to match the house and may be embellished with stone, ceramic tiles, steps, recesses, cut-outs, or wrought iron accents appropriate to the architectural style of the residence.
- The design of courtyard gates shall be compatible with the architectural style of the residence and shall vary per elevation. (Wood gates are prohibited.)
- Courtyard walls must extend to the ground with drainage provided through small openings at the base of the wall, Sheet flow through a continuous opening along the base of the wall is not permitted.

Porches

- At least one elevation per product shall feature an at-grade front porch that contains a minimum of 40 s.f.

- Porch design must be integrated and appropriate to the architectural style of the residence.

- Porches are encouraged to have railings, and must be fully covered in one of the following ways:
  - Roof element and tile matching the residence
  - Trellis structure constructed of steel (Wood trellises are not allowed)
  - Second floor balcony or overhang

- Second story balconies are encouraged to provide further visual interest to the street scene, and to increase the perceived front setback of the second story.

Outdoor Living Spaces

Outdoor Living Spaces are required throughout all the residential neighborhoods within SKYE HILLS. Outdoor living spaces, where provided, shall comply with the following requirements.

Outdoor living spaces include any of the following:

- Courtyards — Ground level outdoor spaces, partially or fully enclosed on all four sides by building or courtyard walls, and integral to the floor plan.
- Miradors — 2nd story roofed outdoor spaces integral to the floor plan. A roof element must cover 100% of the mirador floor area. The roof element shall consist of forms and materials that match the residence, or a trellis featuring heavy wooden or steel members. Optional covered balconies do not qualify as miradors.
- Loggias — Covered outdoor spaces, generally defined by colonnades or similar elements, with one or more access points into the residence. Loggias may occur on the first or second floor.
- Front Porches — Covered outdoor spaces at the front of the residence with one or more access points into the residence. Porches with the front door as the sole access to the residence do not qualify as outdoor living spaces.

Each neighborhood shall feature one or more outdoor living space types. These may occur on individual residences or may be distributed among the different plans offered in a neighborhood. The minimum requirements are as follows:

	No. Of Outdoor Living Space Types	Total No. of Elevations
• Entry Level / Move-Up (+2,000 - 4,000sq. ft. lots)	1	30%
• 2nd Move-Up (+ 5,500 sq. ft. lots)	2	50%
• Estate (+ 6,000 sq. ft. lots)	2	75%

Outdoor living spaces must be designed as an interactive component of the floor plan, not merely leftover space enclosed by a low wall. They may be located in a variety of locations, such as along front, side, and rear elevations or interior of the dwelling, as well as on the 1st or 2nd story.

The minimum dimensions of outdoor living spaces are as follows:

- Courtyards 10’
- Miradors 8’
- Loggias 8’
- Front Porch 8’ *

  * May be reduced to 6’ if the front porch is not proposed as required outdoor living space.

Outdoor Living Space requirement as defined in the development standards tables (Section 3.3) may be counted toward the Private Open Space requirement.

Columns and Archways

Columns and archways shall be appropriate to the architectural style of the residence and shall be scaled appropriately to provide a sense of strength and support.

Entry Porticoes

Entry porticoes and porch openings, when used, shall be a primary focal point.

Turrets

Turrets may be round, square or octagonal in shape and shall feature a separate roof element than that of the main building.

Turrets must project forward of their adjacent wall planes a distance that is equal to or greater than 50% of the diameter or width of the turret.

When abutting a single story element, turrets shall extend higher than the cornice line of the element. The maximum differential between the cornice line of the single story element and that of the turret shall be 6’.

When abutting a two-story element, the turret’s cornice may be 1 ½ stories or greater, and must break the adjacent roof-line to ensure that the roof form of the turret is clearly discernible from that of the main building.

Patio Covers

Patio Covers, when used, shall be consistent with the architectural style of the residence and treated in one of the following ways:

- Sloping roof element with roof tile matching the residence (min 3:12 pitch)

- Trellis element constructed of steel or Aluma Wood (or similar) subject to criteria below.

Flat roofs on patio covers are discouraged. When provided, the roof shall be concealed with parapet wall.

Columns shall be proportionate to the element being supported with a minimum dimension of 12" for trellis supports and 16" for roof or sundeck supports.

Trellis and Arbors

Trellises and arbors, when used, must be constructed of steel. Wood trellises and arbors, if proposed, are subject to ARC approval.

Wood and Aluma Wood (or similar) trellises, if used, are allowed on rear patio covers only and are subject to the following criteria:

- Posts shall convey a sense of strength proportional to the structure being supported (min. 6" x 8")
- Rafter tails are required
- Beams and rafters shall have scalloped, corbel, or mitered ends
- Lattice top shall have at a minimum, beveled ends
- Beams shall extend a minimum of 24" from post
- Rafter shall extend a minimum of 18" from beam
- Lattice shall extend a minimum of 12" from rafter
- Horizontal members shall be flat (or minimum slope for drainage per manufacturer)
- Steeper pitches as part of an enhanced design are allowed subject to ARC review and approval.
- Solid alumawood (or similar) patio covers are permitted subject to ARC review and approval
- Adjustable alumawood (or similar) covers are allowed, however, adjustable louvers must be concealed by a fascia element at least 2" taller than the louver in its vertical position
- Color shall match or complement the building color

Balconies and Sundecks

Balconies and sundecks, when provided, shall have a minimum 50% solid rail measured either horizontally or vertically. Open rails may extend to the floor, but each corner must have a support that extends to the full guardrail height and shall be a minimum of 16" square (or L-shape). Decorative balconies and sundecks that are less than 6' in depth may have an open rail provided the design is consistent with the architectural style of the residence.

Scuppers or internal drains are required on all solid rail balconies and sundecks. Continuous openings for sheet drainage are allowed only where an open rail extends to the floor. Sundeck support columns shall be a minimum 16" square and be proportional to the size of the sundeck.

Rooftop Decks

- All components of the rooftop deck shall be designed consistent with the architectural style of the residence.
- Rooftop decks, including parapet walls, rails, stair or elevator towers, trellis or other overhead elements shall not exceed the maximum height of the residential category of the parcel.
- Stair or elevator towers that provide access to the rooftop deck shall be designed as an integral component of the architectural composition of the elevation.
- Parapets may be solid wall to match the architecture of the residence or open rail in a design that is compatible with the architecture of the residence.
- Rooftop decks enclosed by solid parapet walls must use scuppers and/or internal drains for drainage.
- Exposed parapet walls on front elevations are permitted on Andalusian, Italian, Mediterranean, and Spanish Colonial architectural styles only and must feature a cornice detail.
- An exposed parapet wall on front elevations is not permitted on Nevada Living or Tuscan architectural styles. These styles must feature a sloped roof to disguise at least 2/3 of the height of the parapet element.
- Rooftop decks shall meet the setbacks of the principle structure.
- Exposed parapet walls to enclose the rooftop decks are not allowed on corner side elevations regardless of architectural style. When rooftop decks are plotted on corner lots, a sloped roof must be used to disguise at least 2/3 of the height of the parapet element.
- Side facing parapets are permitted for the full length of the rooftop deck on interior side lot lines, regardless of architectural style.

- Roof-mounted mechanical equipment such as air conditioners, heaters, evaporative coolers, television and radio antennas and other such devices are not permitted.

Window Openings

- At least one principle window is required on front elevations. Principle windows are defined as one of the following:
    - A prominent window offset a minimum of 12" from the surrounding wall plane.
    - A bay window with a minimum 24" projection and detailing appropriate to the architectural style of the residence.
    - A minimum 12" deep pot-shelf with corresponding roof element and corbels.
    - An overhead trellis element projecting a minimum of 12" and extending over the entire width of the window. Trellis must be constructed of steel.
    - Decorative iron window grille projecting forward of the wall plane a minimum of 12" (non-egress windows only)

- Rear and Side elevations that are visible from perimeter conditions require the use of at least one principle window as defined above.

- The style of windows including mullion and muntin patterns shall be compatible with the architectural style of the residence.

- All windows shall feature minimum 2" trim surrounds, around the entire window, and shall be consistent with the architectural style of the residence. Additional depth and trim thickness is encouraged.

- Trim style and design shall vary per elevation style for each plan.

- Trim surrounds shall be a minimum of 2" deep, and there shall be a 2" offset between trim elements.

- Stucco finished trim elements, when used, shall be sand or smooth finish. Stucco trim elements shall have square corners. The use of Corner-Aid (or similar) is the encouraged construction technique over bull-nosed edges. Alternate trim designs are subject to ARC approval.

- Stone, brick, ceramic tiles or pre-cast surrounds may also be used as trim elements and are encouraged.

- Aluminum or vinyl extruded frame windows shall be appropriately colored to match or complement the house or trim colors and are subject to ARC approval. Mill finish windows are not permitted.

- Glazing may be either clear or tinted. Reflective glass is not permitted.

- The shape and size of shutters, when used, shall be proportionate to the window opening.

Detail Elements

- Detail Elements such as shutters, exposed rafter ends or cross beams, decorative grille work, decorative stucco or clay pipe vents, decorative ceramic tile and / or other similar features shall be used to provide visual interest to the residential architecture consistent with the architectural style.

- Shutters shall match the size and shape of the window opening, and shall be consistent with the architectural style of the residence.

- Exposed gutters and downspouts shall be colored to match or complement the surface to which they are attached.

Awnings/Canopies

Awnings and canopies, when used, must be designed as an integral part of the architecture and colored to match or complement the wall surface to which they are attached. Acceptable awnings or canopies include:

- Bermuda shutters
- Roof tile on wood, stucco, or decorative iron supports
- Metal panels, if appropriate to the architectural style.

Walls and Fences

- Walls and fences that are visible from streets, open space, or other public areas shall be in accordance with Declarant specifications. Please refer to Section 6.

- All site walls must have a cap detail.

Garage Placement and Configurations

The placement and configuration of the garage often drives the look and feel of the neighborhood. Therefore, special care and consideration shall be used to de-emphasize the garage door on the street scene. In addition to conventional front entry garages, there are many additional garage configurations that can be used such as turn-in garages, split entry garages, tandem garage spaces, Hollywood style garages, etc. When conventional front entry garages are used, special thought should be given to using techniques such as the following:

- Architectural Elements Forward of the Garage Plane

  Architectural elements that are situated forward of the plane of the garage provide visual interest to the street scene while minimizing the appearance of the garage door on the street scene. Examples of such elements include porches, portal elements and courtyard walls.

- Articulation Above the Garage

  Architectural elements located over the garage can effectively draw attention away from the garage door and provide strong visual articulation to the front façade. Second floor elements that project forward of the garage plane are particularly effective as they cast a strong shadow across the garage door, minimizing its appearance on the street scene. Examples include principle windows with thickened walls, sundecks and miradors (roofed outdoor rooms located on the 2nd floor).

- Articulation in Front of Garage

  The use of articulation elements such as a free-standing arbor directly in front of the garage door, or an attached trellis element over the entire width of the garage door provide visual interest to the street scene while de-emphasizing the appearance of the garage door.

- Living Spaces Forward of the Garage

  Where product width allows, “architecture forward” lets the active living spaces of the house be the predominate feature of the front elevation, with the garage setback further from the street.

- Deep Recesses

  Deep garage door recesses (greater than the minimum 12”) into surrounding wall planes result in strong shadows being cast across the garage doors, de-emphasizing their appearance on the street scene. Second floor elements above are either cantilevered or supported with piers extending to ground plane.

- Extended Roof Elements

  The use of extended roof elements provides the opportunity to emphasize the architectural design of the home while minimizing the appearance of the garage on the street scene. For example, when a porch is provided on the front elevation, extending its single story roof line across the entire driveway width in front of the

garage creates a deep shadow on the garage door, effectively allowing the garage door to "disappear" into the shadow. Similarly, a vehicular porte-cochere element provides additional shade to the front of the house and the garage is generally behind the front façade of the home.

No more than three front facing garage spaces are permitted on an individual residence, however, the minimum width of a house having a 3-car front facing garage shall be 45' on Entry Level, Move-Up, and 2nd Move-Up product. Additional garages spaces, if provided, must be in a turn-in configuration, tandem, deep-recessed with a long driveway or motor-court, or other configurations in which the garage door is not visible from the front.

Front loaded 3-car garages, where provided, must have a 2' minimum offset between the single and double garage elements. This can be accomplished by offsetting the garage doors, offsetting the garage facades, or both. Three single car garage doors are not required to be offset.

On lots that are 7,000 sq. ft. or greater, four garage spaces may face the street, subject to design review and approval.

The face of garage doors shall be recessed a minimum of 12" from the adjacent wall surface.

Garage doors shall be compatible with the architectural style of the residence and shall vary per elevation style. In order to avoid the impact of garage doors, they shall be appropriately treated with decorative relief cuts, panels, small decorative windows, etc.

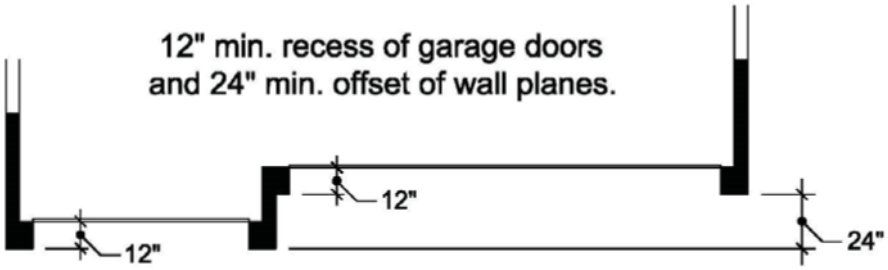
Decorative window lites, when used shall be appropriate to the architecture of the residence. Arched window lites are not permitted.

The front door to a residence with a side-loaded garage must be separated from the garage door plane by a minimum of 4'. Driveway must also be setback from any building element (front porch, building wall, courtyard wall) by a 24" minimum planting area.

Front facing windows on side-entry garages shall feature window coverings, translucent glass, or other design elements that effectively screen the view in to the garage from the street.

Exhibit 4.5.1

GARAGE OFFSET



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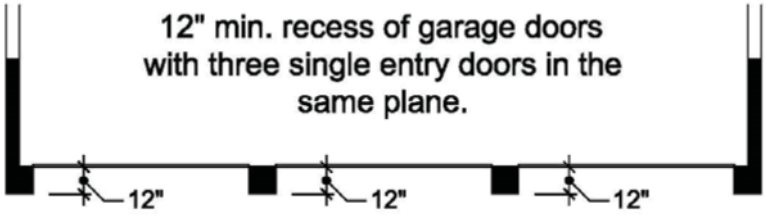

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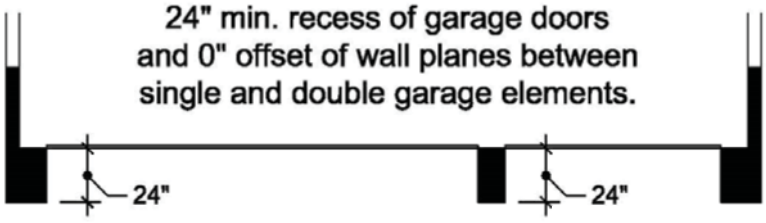

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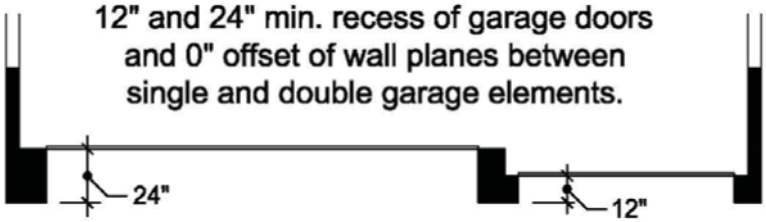


Exhibit 4.5.2

GARAGE CONFIGURATIONS

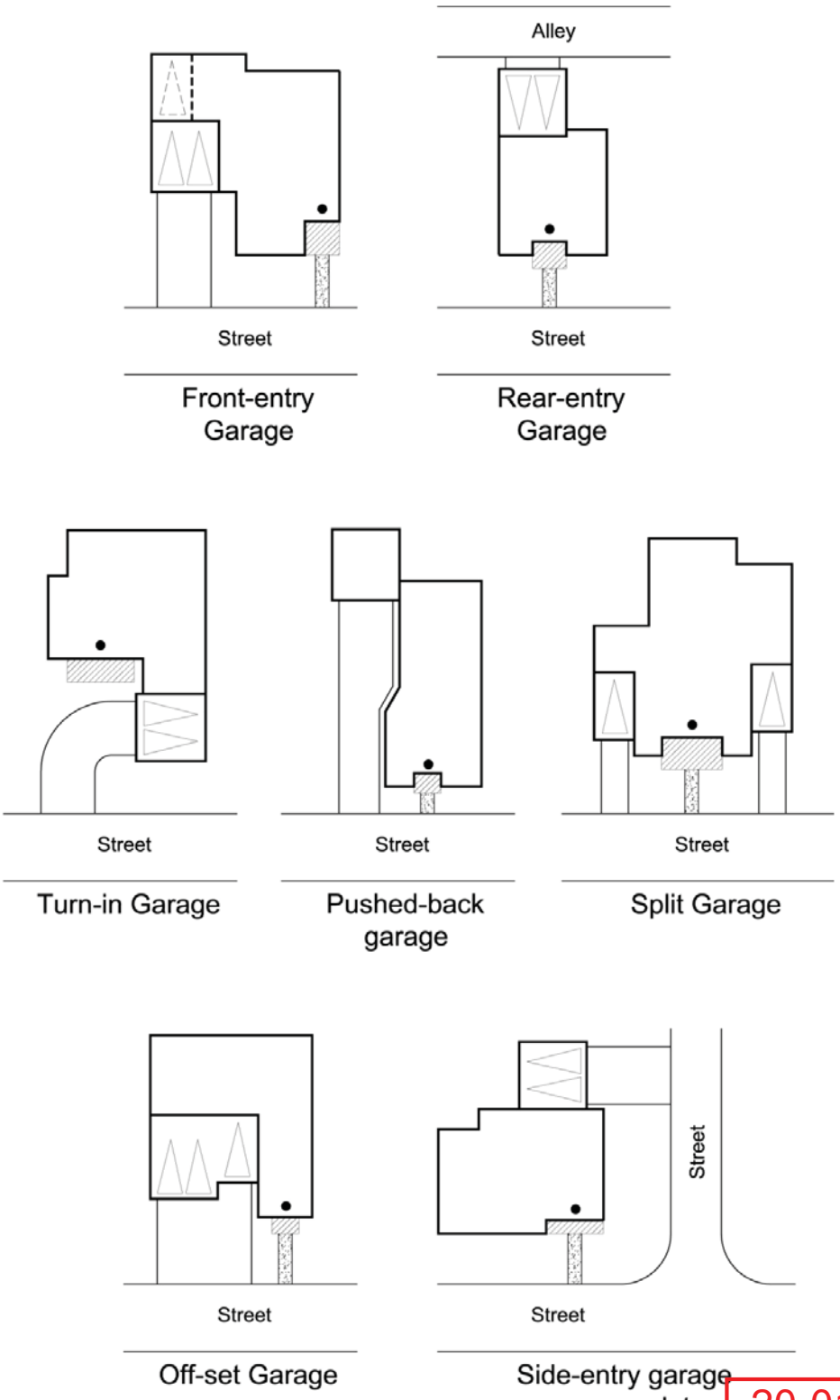


Exhibit 4.5.3

4-STALL GARAGES

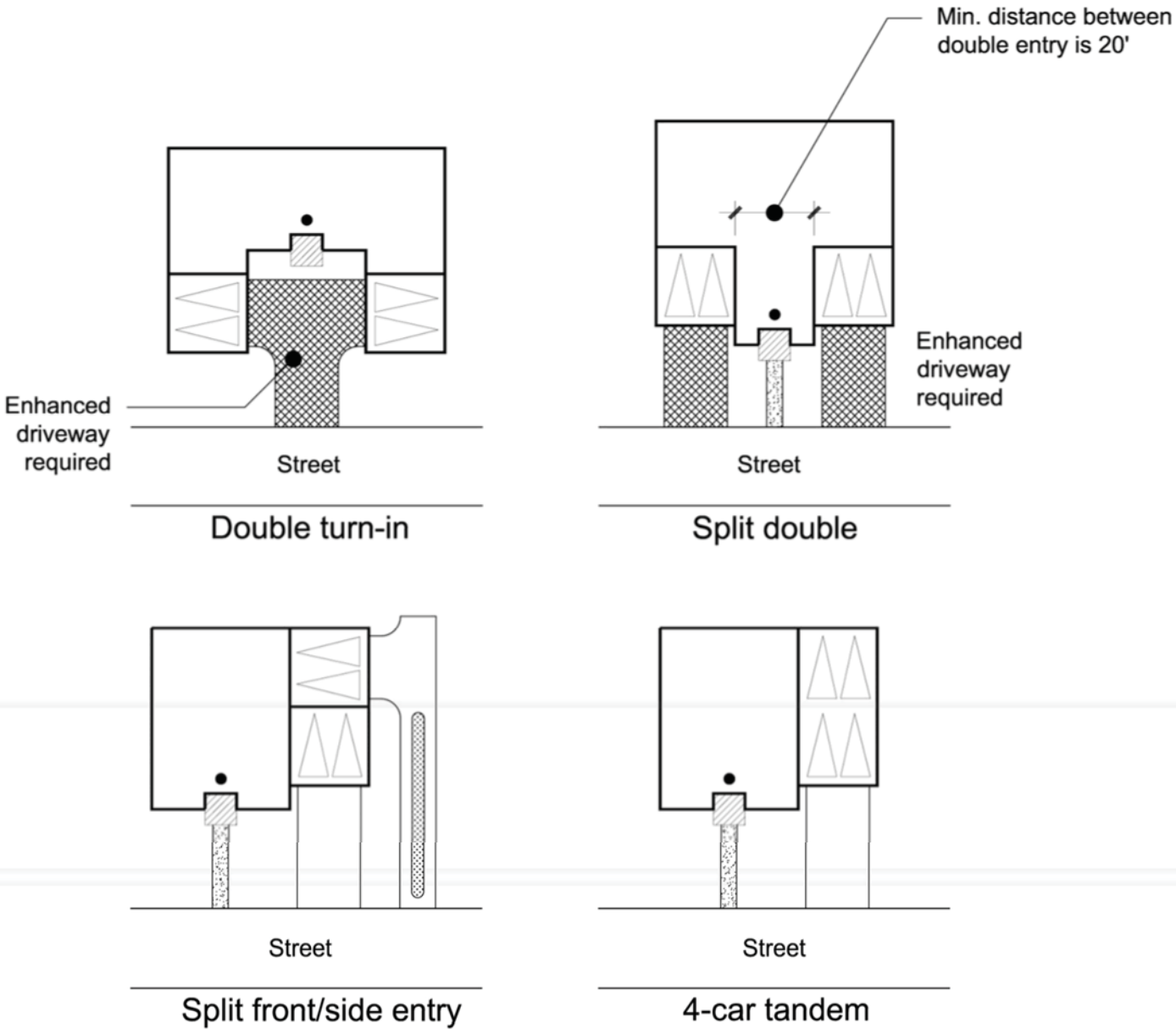
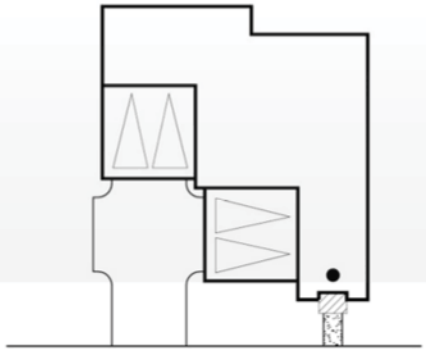
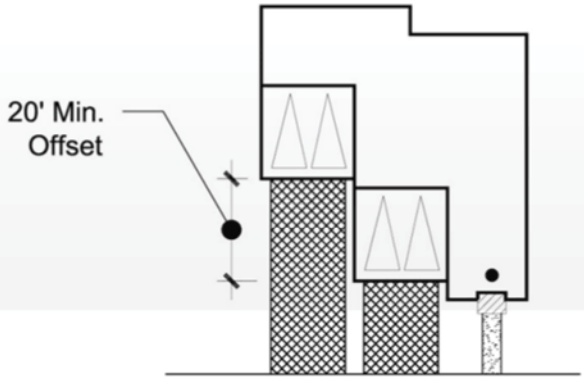


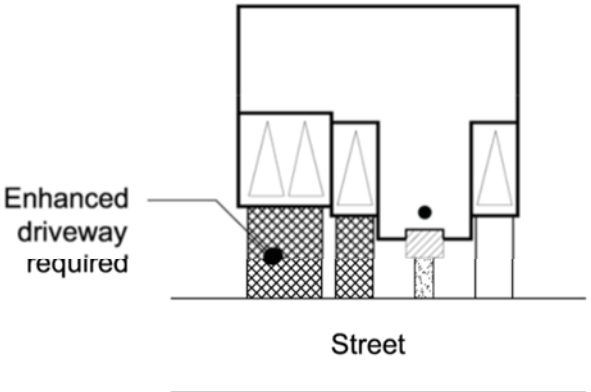
Exhibit 4.5.4
4-STALL GARAGES



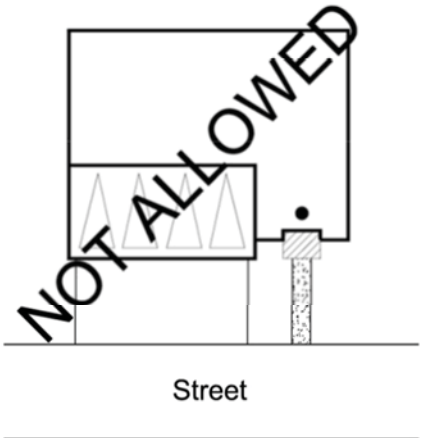
Split front / turn-in



Offset double



Split 3-car / 1-car



Straight front-entry
4-car

Chimneys

- Chimneys, when provided, shall be compatible in design, material, and color with the adjoining building.

- Chimney caps are required and shall be compatible with the architecture of the building.

Exterior Lighting

- The level of on-site lighting as well as lighting fixtures, shall comply with any and all applicable requirements and policies of The City of Las Vegas. Energy conservation, safety and security shall be emphasized when designing any lighting system.

- Coach lights on photo-cells are required on the front elevation.

- All light fixtures shall be compatible with the architectural style of the residence. The style of light fixtures shall vary per elevation and shall be consistent throughout the product line. Manufacturer's cut sheets must be submitted with the material and color sample boards.

- All exterior lighting locations must be noted on architectural plans.

- Light fixtures with cutoff or concealed light sources are preferred. Lighting which produces excessive glare or shines on an adjacent lot or neighborhood is not permitted.

- Soffit lighting is allowed only as accent lighting, limited primarily to doorways and garages. Continuous soffit lighting along eaves is prohibited.

- Bright brass fixtures are not allowed.

Accessory Structures

- Casitas, guest houses, detached garages, greenhouses, and other similar accessory structures shall be compatible in design, materials, and color as the main residence. Such structures must be visually related to the main residence through the use of courtyards, garden walls, or other landscape elements.

Mechanical Equipment

- Mechanical equipment such as air conditioners, heaters, evaporative coolers, television and radio antennas, and other such devices shall not be mounted on any roof or property line wall.

- Mechanical devices such as exhaust fans, vents and pipes shall be painted to match adjacent roof surfaces.

- Dormer style tile roof vents are not allowed.

- Ground mounted air conditioning units must be located behind side yard privacy return walls, or screened from view of the street or open space element by a privacy wall.

Resident Trash Receptacles

Dedicated storage space for outdoor resident trash receptacles must be provided on each lot and be screened from view from any street or open space element.

Prohibited Materials

- Flat concrete roof tiles, unless otherwise approved by ARC
- Mill finished windows
- Gray cinder block walls
- Walls without caps
- Plastic/vinyl fencing, unless otherwise approved by ARC
- Clear sky lights

4.6 Andalusian

Building Form
- Asymmetrical building forms
- Occasional 2nd floor cantilevered elements

Roofs
- Roof Form: Hip, gable or a combination of both
- Roof Material: Clay or concrete barrel shaped or S-tiles
- Roof Slope: 3:12 to 5 :12
- Minimum Overhangs as follows:

Product	Rake	Eave
• Entry Level / Move-Up	0" or 6"+	12"
• Move-Up	0" or 6"+	12"
• 2nd Move-Up	0" or 12"+	18"
• Estate	0" or 18"+	24"

Walls
- Stucco, refer to Section 4.3.2 for material finish requirements
- Brick as an accent element
- Light colors for stucco and brick surfaces. Darker colors allowed only as accent elements.

Windows
- Windows generally have a tall, narrow proportion on front elevations.
- Muntins, if provided, shall be horizontal or grid patterns.

Entries and Doors
- Entries generally enclosed by a courtyard
- Front doors of plank design, generally featuring a half-round arch top.

Garage Doors
- Sectional flat or raised panel doors
- Enhanced carriage style doors consistent with the building architecture.
- Window lites in garage doors are not required. If provided, window lites shall be square or rectangular in shape. Muntin patterns, if provided, shall be consistent with the building architecture.

Detail Elements
- Use of square columns on portico, balcony or porch elements, minimum 18" square stucco columns
- Exterior staircase with "stepped" balustrades
- Balustrades with an "x" motif of clay or concrete tiles used on balcony or porch rails and repeated as decorative ornamentation on other elements or wall surfaces as appropriate
- Use of round or arched stacked tile accents, especially as wall accents or at gable ends.
- Use of colorful decorative tile in such elements as trims, decorative recesses, and stair risers.
- Cantilevered 2nd floor elements or projecting balconies supported by large corbels or brackets
- Use of parabolic or ogee shaped element (window, door, surround)
- Over scaled stucco trim surround for emphasis, particularly on principle windows (min width of 8")
- A small "mirador" or covered 2nd floor outdoor room set in a square tower form





ANDALUSIAN

ASYMETRICAL ONE AND TWO STORY BUILDINGS ARE THE BASIS FOR THIS STYLE. ENTRIES ARE MONUMENTED BY FORECOURTS OR COURTYARD WITH SHAPED TRIM ELEMENTS. ABUNDANT USE OF COLORFUL TILE ACCENTS NICELY DETAILS THE STYLE.



TILED ACCENTS AND PATTERNED BALUSTRADES



PARABOLIC ACCENTED WINDOWS & DOORS



LARGE CORBELS OR BRACKETS



STEPPED BALISTRADES ON STAIRCASE

4.7 Italian

Building Form
- Formal massing of building forms

Roof
- Primarily hipped
- Roof Material: Clay or concrete barrel shaped or S-tiles
- Roof Slope: 4:12 to 5:12
- Minimum Overhang as follows:

Product	Rake	Eave
• Entry Level / Move-Up	12"+	12"
• 2nd Move-Up	12"+	18"
• Estate	18"+	18"

Walls
- Stucco, refer to Section 4.3.2 for material finish requirements

Windows
- Windows should be tall and narrow in proportion.
- Arched windows are encourage, particularly on the first floor.
- Window muntin pattern shall be horizontal or grid

Entries and Doors
- Entry articulated as a focal element through the use of a porch, portico, tower element or other element to accentuate the sense of arrival.

Garage Doors
- Sectional flat or raised panel doors
- Enhanced carriage style doors, with decorative metal straps and hinges, consistent with the building architecture.

Detail Elements
- The front elevation shall feature half round arch elements as described below. Arch elements may be used in conjunction with the entry door, porch or portico elements, or feature window.

  - Entry Level / Move-Up: At least 1 arch element
  - 2nd Move Up: At least 2 arch elements
  - Estate: At least 3 arch elements

- Use of pre-cast surrounds at feature windows and/or entries
- Enhanced horizontal banding with smooth finish (or pre-cast) at first or second story plate heights.
- Stucco soffits with paired eave brackets or dentil detailing.
- Use of quoins at outside corners
- Square columns on front elevation.
- Juliette balconies
- Wide overhangs with decorative brackets





ITALIAN

THIS STYLE BEGINS WITH FORMAL BOX-LIKE MASSING TOPPED WITH A LOW-PITCHED HIP ROOF WITH BARREL SHAPED OR FLAT ROOF TILES. THE ROOF LINE SPILLS OVER WITH WIDE OVERHANGING EAVES SUPPORTED BY DECORATIVE BRACKETS. FACADE TREATMENT IS GENERALLY SYMMETRICAL WITH ARCHED WINDOWS AND DOORS COMMON ON THE FIRST FLOOR. THE ENTRY IS OFTEN ACCENTUATED WITH CLASSICAL COLUMNS.

DETAIL ELEMENTS





ACCENTUATED ENTRY



ROUNDED ARCH ELEMENTS



4.8 Mediterranean

Building Form
- Asymmetrical combination of 1 and 2 story building forms
- Often "L" or "U" shaped to form an entry courtyard
- Accentuated with tower element(s) with separate roof forms

Roofs
- Primarily gable roof forms (with detail in gable ends)
- Occasional use of hip roof forms
- Roof Material: Clay or concrete barrel shaped or S-tiles
- Roof Slope: 4:12 to 5:12
- Minimum Overhang as follows:

Product	Rake	Eave
• Entry Level / Move-Up	0" or 8"+	12"
• 2nd Move-Up	0" or 8"+	18"
• Estate	0"or 12"+	18""

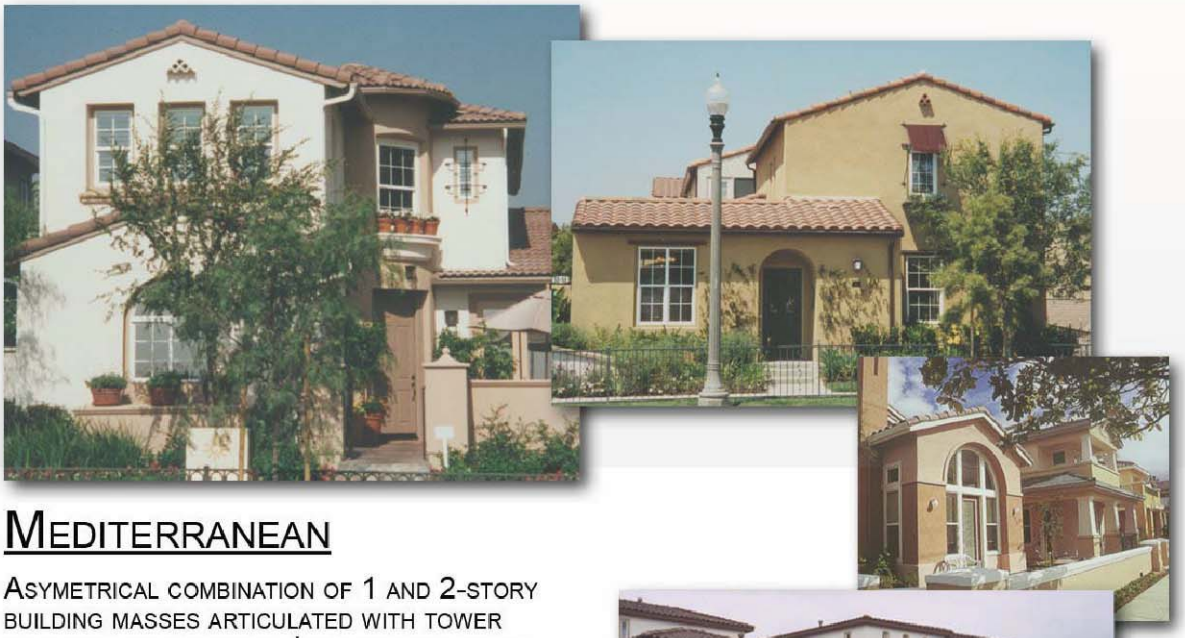
Walls
- Stucco, refer to Section 4.3.2 for material finish requirements

Windows
- At least one feature window recessed a minimum of 6" from the surrounding wall plane.
- Vertically proportioned and rounded windows
- Windows should be grouped to form a classic rhythm. Window groupings should be connected with implied columns and strong, continuous sills.

Entries and Doors
- Entry courtyards to define a transition from public to private space.
- Raised panel or plank door at main entry

Garage Doors
- Sectional flat or raised panel doors
- Enhanced carriage style doors, with decorative metal straps and hinges, consistent with the building architecture.

Detail Elements
- Courtyard incorporated into the overall building form of the residence.
- Thickened appearance of walls at key locations such as at entries, arcades, miradors, or feature windows.
- Over-scaled stucco or precast surrounds for emphasis, particularly at entries or feature windows.
- Use of ½ round arch elements at doors and feature windows
- Use of Bermuda style shutters
- Decorative iron railings, grille work or other ornamental features.
- Use of colorful decorative tile in such elements as trims or decorative recesses.



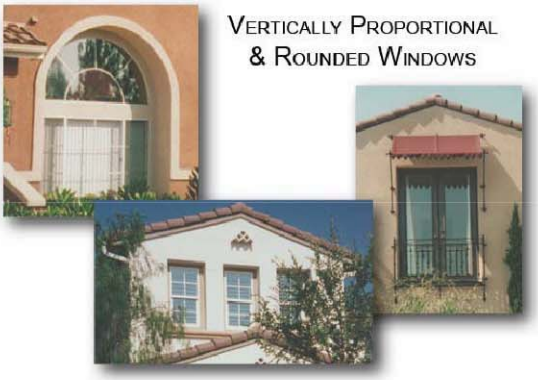
MEDITERRANEAN

ASYMETRICAL COMBINATION OF 1 AND 2-STORY BUILDING MASSES ARTICULATED WITH TOWER ELEMENTS OR ARCADES. LOW PITCHED GABLE ROOF FORMS ARE PREDOMINANT WITH OCCASIONAL HIPS DONE IN RED TILE. USE OF ARCH ELEMENTS AT DOORS OR FEATURED WINDOWS AND ABUNDANT USE OF DECORATIVE ELEMENTS SUCH AS PATTERNED TILES, GRILLE WORK AND SHUTERS.





ENTRY COURTYARD



VERTICALLY PROPORTIONAL & ROUNDED WINDOWS



ACCENTUATED ENTRY AND TOWER ELEMENTS



DECORATIVE TILE

4.9 Nevada Living / Rustic Contemporary

Building Form
- Informal asymmetrical grouping of building masses
- Low lines with simple wide projecting roofs

Roofs
- Primarily gable roof forms (with detail in gable ends)
- Occasional use of hip roof forms or combination gable/hip roof forms
- Roof Material: Clay or concrete barrel shaped or S-tiles, Standing Seam Metal Roof (as accent), Flat concrete tile subject to ARC approval.
- Roof Slope: 4:12 to 5:12
- Broken roof pitches encouraged as appropriate to architecture of the house
- Minimum Overhang as follows:

Product	Rake	Eave
• Entry Level / Move-Up	12"+	12"
• 2nd Move-Up	18"+	18"
• Estate	24"+	24"

Walls
- Cementitious wood product (board/batten, siding or shingles)
- Stone, brick or slump-stone
- Stucco, refer to Section 4.3.2 for material finish requirements. (Stucco, when used, shall not comprise more than 70% of the front elevation or any other elevation visible from public view)
- Differing materials should be used to accentuate building massing rather than arbitrary material breaks on a façade.

Windows
- Large picture window as feature window
- Single or double hung windows, casement windows, or picture windows are appropriate
- Windows often grouped together in horizontal clusters with continuous sill
- Muntins are not required. If provided, muntins may be horizontal or grid.

Entries and Doors
- Entries sheltered by covered front porch
- Raised panel or plank door with or without sidelights

Garage Doors
- Sectional flat or raised panel doors
- Enhanced carriage style doors consistent with the building architecture.
- Window lites in garage doors are not required. If provided, window lites shall be square or rectangular in shape. No muntins patterns are allowed on window lites.

Detail Elements
- The use of panel, plank or lazy-z shutters, proportional in shape and size to the window opening, as follows:
  - Entry Level/ Move-Up — At least one pair
  - 2nd Move-Up — At least two pair
  - Estate — At least three pair
- Exposed outlookers, rafter tails, or brackets
- Brace detail at top of porch columns or gable ends
- 2 x 6 window and door trim with emphasis on lintel element.
- Covered/trellised porch or veranda element, typically with simulated (wood-like) post and beam construction.



NEVADA LIVING / Rustic Contemporary

INFORMAL GROUPING OF BUILDING MASSES, TYPICALLY ASYMMETRICAL. THIS STYLE USES STONE, BRICK OR SLUMP-STONE TO ACCENTUATE BUILDING MASSING. FEATURES COVERED PORCHES AND BROAD OVERHANGS. ROOF FORMS ARE PRIMARILY GABLE, WITH DETAIL IN GABLE ENDS.

ACCENT SHUTTERS





COVERED FRONT PORCHES

USE OF BRICK AND STONE



4.10 Spanish Colonial

Building Form
- Asymmetrical one and/or two-story building forms

Roofs
- Primarily gable roof forms with at least one intersecting cross-gable.
- Primary hip roof forms are permitted with the use of at least two intersecting cross-gables.
- Gable ends shall have detail elements
- Red tile roof with barrel shaped or "S" tiles.
- Roof slope: Varies from 4:12 to 5:12.
- Minimum Overhangs as follows:

Product	Rake	Eave
• Entry Level / Move-Up	0" or 12"+	12"
• 2nd Move-Up	0" or 18"+	18"
• Estate	0" or 18"+	18"

Walls
- Stucco, refer to Section 4.3.2 for material finish requirements
- Accent material, if any, shall be slump-stone

Windows
- At least one feature window recessed a minimum of 12" from the adjacent wall planes.
- Tall, narrow proportion to windows
- Single, double hung, or casement windows encouraged
- Muntin pattern shall be horizontal or grid design

Entries Doors
- Entry Level / Move-Up Plank with optional clavos and speakeasy, or Raised Panel
- 2nd Move-Up Plank with optional clavos and speakeasy
- Estate Plank with optional clavos and speakeasy
- Arched top doors are encouraged, particularly on 2nd Move-Up and Estate product lines.

Garage doors
- Sectional flat or raised panel doors
- Enhanced carriage style doors, with decorative metal straps and hinges, consistent with the building architecture.
- Window lites in garage doors are discouraged. If used, window lites shall be square or rectangular in shape only. Arched or sunburst window lites are not permitted.

Detail Elements
- The use of plank shutters, proportional in shape and size to the window opening, as follows:
  - Entry Level / Move-Up At least one pair
  - 2nd Move-Up At least two pair
  - Estate At least three pair

- At least one ½ round arch element on the front. Often in conjunction with a feature window, entry door or porch.
- Use of decorative details such as wrought iron (metal) railings or grille work, decorative clay vents at gable ends, ceramic tile accents or surrounds
- Use of tower elements (may be round, square, or octagonal)
- Elaborated chimney tops, often with small tiled roof
- Use of an arcade element with multiple arch openings
- Decorative stucco reveals or projections





SPANISH COLONIAL

THIS STYLE IS DEFINED BY FULLY ROUNDED ARCH ELEMENTS, RED BARREL TILE ROOFS AND ENTRY COURTYARDS WITH GATE. DETAILS ON THE FACADE INCLUDE COLONNADED ARCADES, DEEP RECESSED PRIMARY WINDOWS OR DOORS AS WELL AS WROUGHT IRON, CLAY VENTS AND CERAMIC TILES.



WROUGHT IRON RAILING





PLANK & PANEL SHUTTERS







ROUNDED ARCH ELEMENTS





DECORATIVE DETAIL ELEMENTS





4.11 Tuscan

Building Form
- Informal, asymmetrical building forms

Roofs
- Primary roof form that is gable, hip, shed, or combination of these.
- Clay or concrete barrel shaped or S-tiles, with a blend of at least 3 compatible colors
- Roof slope: 4:12 to 5:12
- Minimum Overhangs as follows:

Product	Rake	Eave
Entry Level / Move-Ip	12”	12”
2nd Move-Up	18”	18”
Estate	18”	24”

Walls
- Each residence shall feature a mix of building materials to give the appearance of a rambling structure added on to over time. Differing materials should be used to accentuate building massing rather than arbitrary material breaks.
- The following materials may be used:
  - Stucco, refer to Section 4.3.2 for material finish requirements
  - Use of fieldstone is required on a percentage of the front elevation (calculation excludes window area) as follows:
    - Entry Level/ Move-Up: 20% minimum
    - 2nd Move-Up: 30% minimum
    - Estate: 30% minimum
  - Brick may be used as an accent or trim element only.

Windows
- At least one feature window recessed a minimum of 12” from the adjacent wall planes.
- Windows shall have a tall and narrow proportion.
- Muntins are required in a full grid pattern.
- Arched windows and/or other openings are encouraged with half-round or segmented arches.

Entries and Doors
- Heavy plank doors are encouraged.
- Entry articulated through the use of a porch, loggia, or tower element. (Minimum porch or loggia shall be 50% of the width of the elevation, excluding garage. Min. depth is 6’.)

Garage Doors
- Sectional flat or raised panel doors
- Enhanced carriage style doors consistent with the building architecture.
- Window lites in garage doors are not required. If provided, window lites shall be square or rectangular in shape. Muntins are not required, but when provided shall have a grid pattern.

Detail Elements
- The front elevation shall feature half round or segmented arch elements as described below. Arch elements may be used in conjunction with the entry door, porch or portico elements, feature window or garage.
  Entry Level: At least 1 arch element
  Move Up: At least 2 arch elements
  2nd Move Up: At least 2 arch elements
  Estate: At least 3 arch elements
- Decorative iron work with ornamental detailing (flat iron is not considered “ornamental” and is prohibited).
- Plank shutters that match the size and shape of the window opening



TUSCAN

INFORMAL ARRANGEMENT OF BUILDING FORMS WITH MOSTLY HIPPED ROOF, ACCENTED BY THE OCCASIONAL GABLE OR CROSS-GABLE. RED TILE ROOFS ABOVE TALL, NARROW, EINDOWS WITH OR WITHOUT SHUTTERS. USE OF FIELDSTONE OR OTHER RUSTIC MATERIAL COMPLETES THE RURAL APPEARANCE OF THIS STYLE.



USE OF FIELD STONE



DECORATIVE WROUGHT IRON RAILING



DETAIL ELEMENTS



EMPHASIZED ENTRIES



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SECTION 5

LANDSCAPE ARCHITECTURAL DESIGN GUIDELINES

5.1 PROLOGUE

This section endeavors to provide an initial framework for accomplishing the proposed landscape design strategies in addition to addressing the landscape architects' guiding principles, ideology, and philosophy, pictorialized with accompanying graphic exhibits.

Landscape Architecture is a perspective on 'image infrastructure' – the uniform use of a defined palette of materials, patterns, colors, textures, and elements that create sequential scenes imparting a subliminal story as one takes a journey into and through a series of outdoor rooms. It should provide visual orientation and harmoniously define a certain personality or fabric of the public realm. Place making. Sense of space. Visual Unity. Visual Continuity.

Picturesque landscape design (whether intuitive or deliberate) should include scale, contrast, movement, variety, rhythm, and an interplay of the ground plan treatments and upper-story in horizontal and vertical directions.

5.2 CONCEPT INTENTION

The landscape architecture design elements and associated plant palette reflect SKYE HILLS's proximity to adjacent Federal Land.

Inspiration was derived from the natural, alpine settings of the surrounding environs, in particular of Mt Charleston and the Toyabe National Forest to the west of SKYE HILLS. Rustic yet contemporary in nature. Seasonal adaptability and color. Memorable brand identity. Outdoor living destination.

One of the goals is to generate distinctive image infrastructure vocabulary utilizing applicable proportions of softscape, hardscape (horizontally and vertically), amenities, features, focal points, and aesthetic treatments to portray a welcoming and emotionally appealing green environment. The landscape architecture philosophy has been developed to promote vitality and synergy to the community's rustic urban village pedestrian experience.

To this end, a harmonious network of pedestrian domains have been created and are linked by a contiguous decorative ground texture, human scale trees, and themed site furniture. Placement of site furniture and planting will consider the principles of Crime Prevention Through Environmental Design (CPTED), the nationally recognized set of strategies and planning guidelines for defensible spaces – emphasizing composition, mobility and access analysis, sight line visibility, propriety spaces, and community stewardship.

There has been an effort to balance augmenting the architectural themes within the landscape context, furthering amplifying the hierarchical status while creating individualized characteristic statement of identities for the various sub-components within the Neighborhood Community.

In general, the planting design represents naturalized groupings or masses with a suitable multi-tiered layering of groundcover, shrubs, and a mixture of deciduous and evergreen trees. Spaces have been defined by this regular rhythmic repetition. Foliage is a mixture of contrasting and complimentary textures and colors. Seasonal flowering patterns and forms are frequent. Hierarchy, sequence, and visual order is the prevailing creative approach.

The plant palette (refer to Exhibit **5.2**) was formulated not only to be regionally characteristic but when utilized in formal and informal patterns becomes an attraction itself. Selection for the palette includes natives, drought tolerant species, and ornamental plants which are horticulturally adaptive to the natural characteristics of the site, such as climate and soils.

Exhibit 5.2: Recommended Plant List

(The ARC will consider other species not listed or as otherwise approved)

TREES		
Common Name	**Botanical Name**	**Plant Coverage Value (Square Feet)**
African Sumac **	Rhus lancea	236
Arizona Ash	Fraxinum veluntina	530
Bay Laurel Tree **	Laurus nobilis	100
Bottle Tree **	Brachychiton populneum	100
Chaste Tree	Vitax agnus-castus	368
Chilean Mesquite **	Prosopis chilensis	530
Chinese Flame Tree	Koelreuteria bipinnata	625
Chinese Hackberry	Celtis sinensis	750
Chinese Pistache	Pistacia chinensis	530
Desert Willow **	Chilipsis linearis	236
Dwarf Southern Magnolia **	Magnolia gra. 'Little Gem'	236
Modell Pine **	Pinus eldarica	500
Fan-Tex Ash	Fraxinum veluntina 'Rio Grande'	530
Flowering Plum	Prunus cerasifera 'Krauter Vesuvius'	133
Golden Rain Tree	Koelreuteria paniculata	530
Heritage Oak **	Quercus virginiana 'Heritage'	236
Holly Oak **	Quercus ilex	236
Italian Stone Pine **	Pinus pinea	942
Japanese Blueberry **	Elaeocarpus decipiens	100
Japanese Privet **	Lugustrum japonicum	225
Olive **	Olea europaea 'Swan Hill'	530
Shademaster Honey Locust	Gleditsia triacanthos 'Shademaster'	530
Southern Live Oak **	Quercus virginiana	236
Southern Magnolia **	Magnolia grandiflora	236
Strawberry Tree **	Arbutus unedo	59

- Shallow rooted trees shall not be used in front yards

** Evergreen

SHRUBS		
Common Name	**Botanical Name**	**Plant Coverage Value (Square Feet)**
Arizona Rosewood	Vauquelinia californica	79
Autumn Sage	Salvia greggii	13
Burford Holly	Ilex cortuna 'Burfirdii'	50
Bush Morning Glory	Convolvulus cneorum	13
Butterfly Iris	Dietes vegeta	3
Carolina Laurel Cherry	Prunus caroliniana	236
Carpet Rose	Rosa x 'noare' x 'noachnee'	25
Cassia	Cassia wislizeni	28
Compact Pfitzer Juniper	Juniperus chi. 'Pfitxerana Compacta'	79
Cotoneaster	Cotoneaster species	50
Crape Myrtle	Lagerstroemia indica	28
Day Lily	Hemerocalis (Hybrids)	3
Dwarf Myrtle	Myrtus comunis 'Compacta'	13
Dwarf Pomegranate	Puncia granatum 'Nana'	7
Dwarf Strawberry Tree	Arbutus unedo 'Compacta'	59
Ebbing Silverberry	Elaeagnus ebbingei	50
Feathery Cassia	Cassia artemisiodes	28
Fraser's Photinia	Photinia fraseri	28
Giant Liriope	Liriope gigantea	9
Glossy Privet	Ligustrum lucidum	50
Gold Coast	Juniperus chinensis 'Gold Coast'	20
Heavenly Bamboo	Nandina domestica	13
Iceberg Rose	Rosa floribunda 'Iceberg'	20
India Hawthorne	Raphiolepis indica	13
Japanese Boxwood	Buxus microphylla japonica	28
Japanese Evergreen Euonymus	Elaeagnus japonica	28
Japanese Privet	Ligustrum japonicum	50
Japanese Variegated Pittoporum	Pittosporum tobira 'Variegated'	25
Lantana 'New Gold'	Lantana x 'New Gold'	25
Pyracantha / Firethorn	Pyracanthus species	50
Rosemary	Rosemarinus officinalis	28
Shiny Xylosma	Xylsma congestum	79
Star Jasmine	Trachelospermum jasminoides	5
Texas Ranger	Leucophyllum species	28
Yaupon	Ilex vomitria	6

Yellow Bird of Paradise	Yucca pendula glavca	13
VINES & ESPALIERS		
Common Name	**Botanical Name**	**Plant Coverage Value (Square Feet)**
Firethorn	Pyracantha coccinea lalandi	20
Hall's Japanese Honeysuckle	Lonicera japonica 'Hallinana'	177
Lady Bank's Rose	Rosa banksaie	177
Star Jasmine	Trachelospermum jasminoides	28
Yellow Trumpet Vine	Macfadyena unguis-cati	177

PROHIBITED PLANT LIST	
Common Name	**Botanical Name**
Common Bermuda Grass	Cynodon dactylon
Cottonwood	Populus species
Lombardy Poplar	Populus nigra 'Italica'
Mulberry Species	Morus alba
Pampas Grass	Cortaderia selloana
Weeping Willow	Salix species

5.3 STREETSCAPES AND VEHICLE AREAS

A hierarchy of streetscapes / roadways comprise the vehicular and pedestrian circulation system. Arterial boulevards will provide the major backbone system connecting multiple frontage avenues and collector roads. Consistency in walls, fencing, site furniture, and plant materials will create the desired, cohesive, and unifying community character. They create, support, and subliminally repeat the desired brand / image of SKYE HILLS.

A balanced composition of visual elements based on the functional streetscape hierarchy shall be implemented for primary, secondary, and tertiary travel ways. A strong, rhythmic street tree pattern defines the circulation configuration and provides the appropriate closure or openness, creates a sense of containment, embellishes or supports meaningful vistas, and minimizes visual impact of undesirable areas like parking lots or service areas.

Traffic calming, pedestrian-oriented components may include, but not be limited to: extended planting areas, enhanced paving in traffic lanes at crosswalks, and appropriate placement of aesthetically pleasing street furniture.

Streetscapes, in general, shall incorporate 'design for safety' standards in regards to plant growth height and intersection cone of sight distances and conform to City of Las Vegas standards.

Streetscapes include, but are not limited to: sidewalks; mutli-use trails; in street, painted-buffer, Class II bicycle lanes, and equestrian paths, providing a favorable atmosphere for recreation pursuits, alternative commuter transportation options, and efficient pedestrian and / or vehicular travel throughout the community. Striping and symbol painting for Class II bicycle lanes shall be in accordance with local and state standards.

More significant intersections will be distinguishable from lesser important crossings.

Refer to Section 6, Iconic Monuments and Wall Guidelines.

5.3.1 RESIDENTIAL STREET

Residential streets, private or public, are designed to be more intimate in scale and create a distinctive sense of neighborhood identity.

5.3.2 INTERSECTIONS

To reinforce an experiential transportation framework for both pedestrian and vehicular traffic, special attention has been devoted to design treatments at key intersections. Punctuation and accentuation at such crossroads affords the opportunity to celebrate and engage in meaningful and accentuated nodes / points of entry, rather than simply passing through them. The image infrastructure elements are decisive communicators of the overall SKYE HILLS brand / image, accomplished thru hard- and softscape features, demonstrate thoughtful design vision to residents, guests, and visitors.

Refer to the graphic plan-view pictorial in Exhibit **5.3.4.**

5.3.3 ENHANCED VEHICULAR PAVING

Enhanced paving in streets shall consist of interlocking pavers in a compatible pattern and color to the pedestrian-oriented decorative paving. These materials at crosswalks, intersections, and periodic focal point spaces will provide an acoustical, tactile, and a visual sense for traffic flow / speed calming.

5.3.4 PEDESTRIAN REALM

Pedestrian paving shall consist of decorative ground texture that provides for a safe and pleasurable walking experience. Material shall be interlocking pavers, decomposed granite, and / or flagstone.

Sidewalks shall be four feet (4') in width to promote a pedestrian friendly atmosphere and punctuated along the way with the appropriate amenities and / or site furniture; including, but not limited to:

Benches	Trash Receptacles	Information Kiosks
Directional Signage	Identification Markers	Tree Grates
Public Art	Transit Shelters	Bike Racks

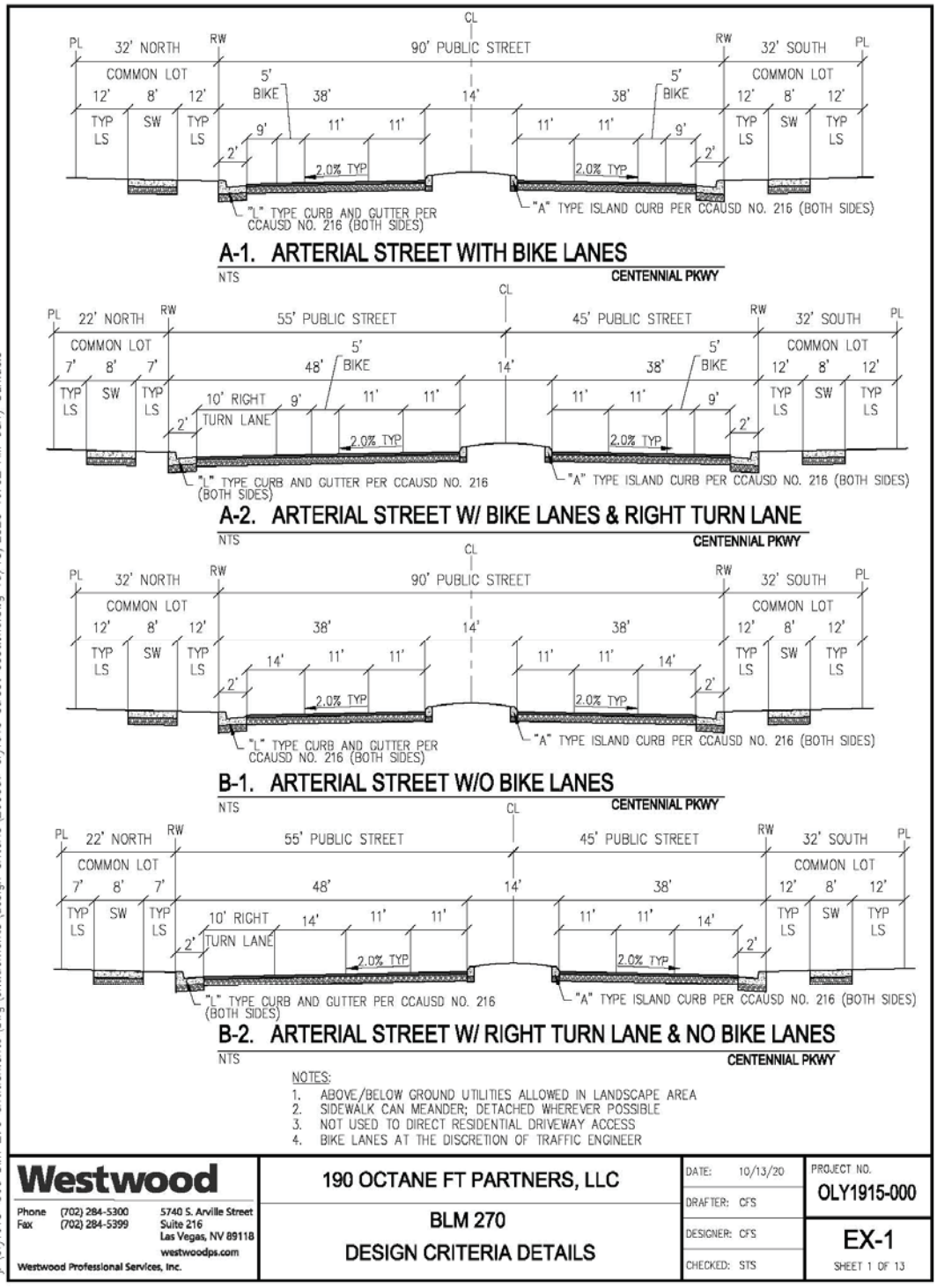
Refer to Section **5.6** for type and height of pedestrian-scale lighting.

Refer to the graphic plan-view pictorial in Exhibit **5.3.6**

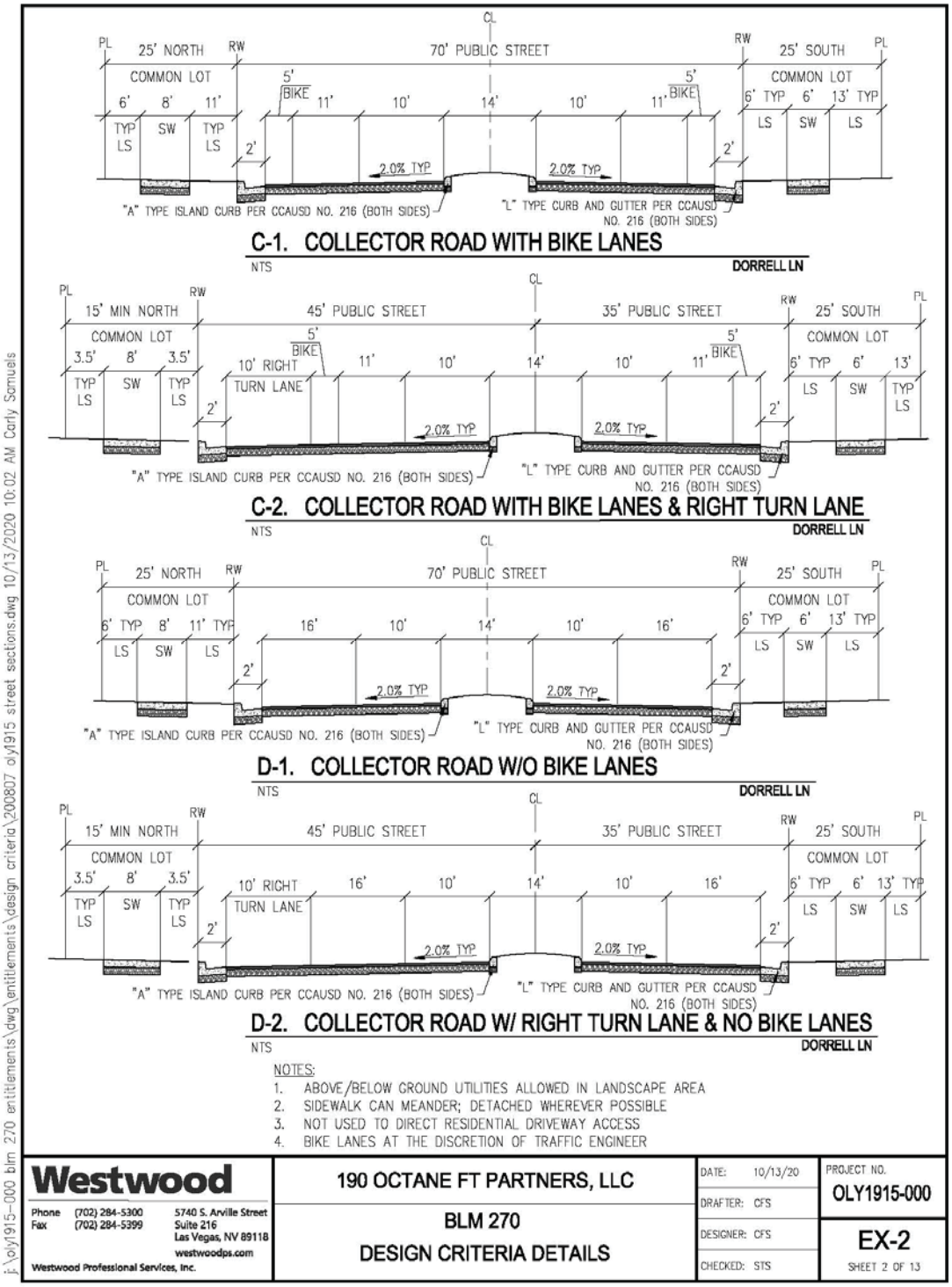
Exhibit 5.3.0: Streets and Trails

(Final discretion by City of Las Vegas Traffic Engineer, typical all street sections)

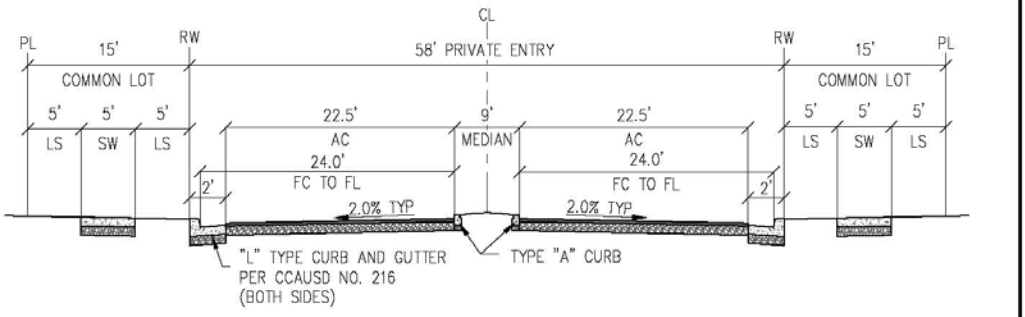




**Final discretion by City of Las Vegas Traffic Engineer, typical all street sections*



**Final discretion by City of Las Vegas Traffic Engineer, typical all street sections*



E. GATED PARCEL ENTRY

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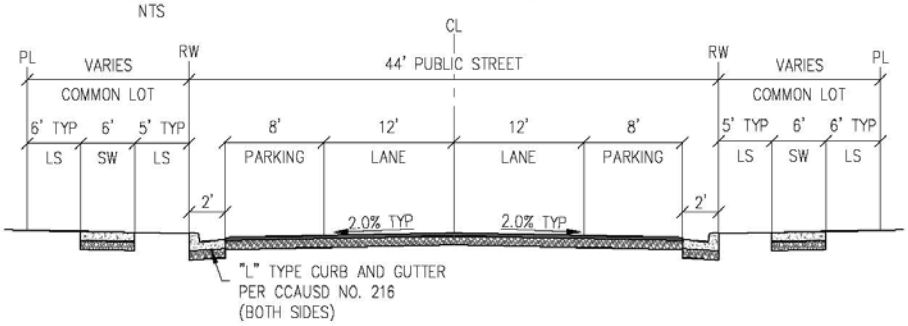
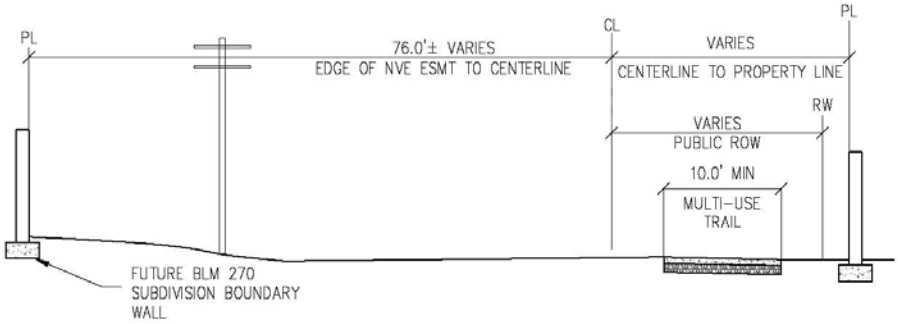


F. NEIGHBORHOOD COLLECTOR STREET

NTS

NOTES:

1. ABOVE/BELOW GROUND UTILITIES ALLOWED IN LANDSCAPE AREA
2. SIDEWALK CAN MEANDER; DETACHED WHEREVER POSSIBLE
3. NOT USED TO DIRECT RESIDENTIAL DRIVEWAY ACCESS



G. LANDSCAPED EASEMENT W/O EQUESTRIAN TRAIL

NTS

PULI ROAD ALIGNMENT

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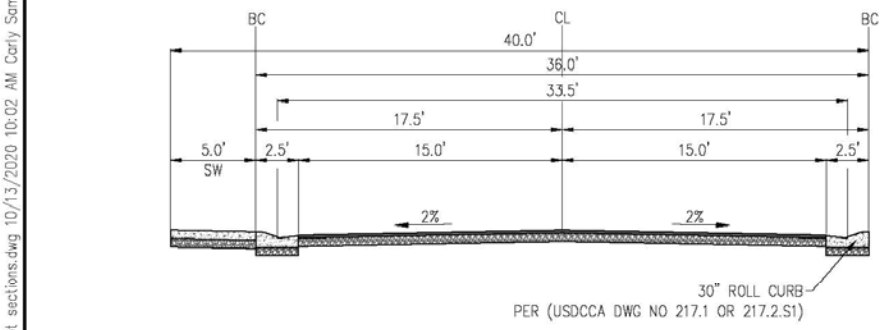
*Final discretion by City of Las Vegas Traffic Engineer, typical all street sections



H. PRIVATE RESIDENTIAL STREET SECTION W/ PARKING BOTH SIDES/SIDEWALK ONE SIDE

NTS

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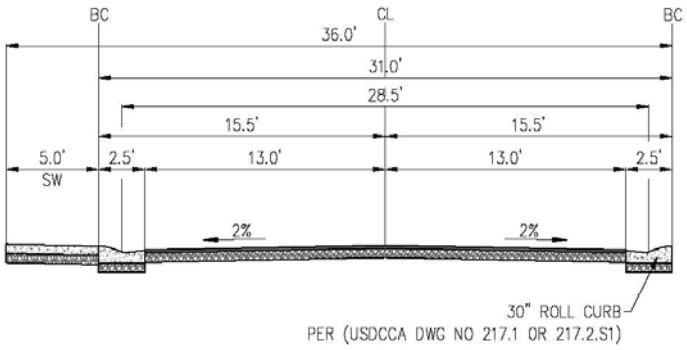

I. PRIVATE RESIDENTIAL STREET SECTION W/ PARKING ONE SIDE/SIDEWALK ONE SIDE

NTS

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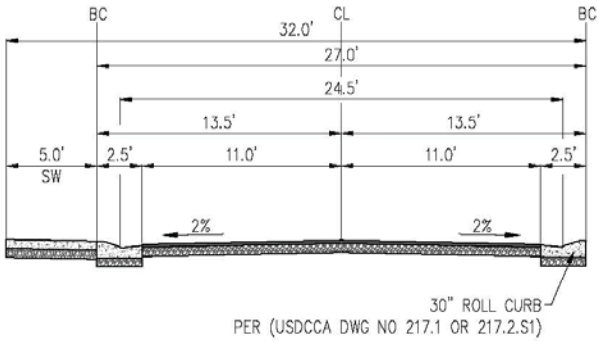
EX-5
SHEET 5 OF 13

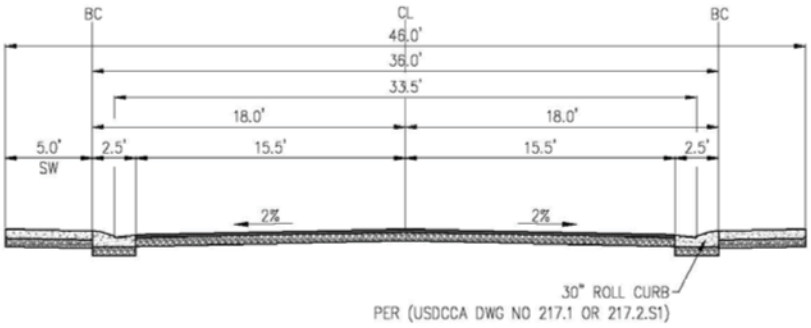


J. PRIVATE RESIDENTIAL STREET SECTION W/ NO PARKING/SIDEWALK ONE SIDE

NTS

j:\oly1915-000 blm 270 entitlements\dwg\entitlements\design criteria\200807 oly1915 street sections.dwg 10/13/2020 10:02 AM Carly Samuels

Westwood Phone (702) 284-5300 Fax (702) 284-5399 5740 S. Arville Street Suite 216 Las Vegas, NV 89118 westwoodps.com Westwood Professional Services, Inc.	190 OCTANE FT PARTNERS, LLC BLM 270 DESIGN CRITERIA DETAILS	DATE: 10/13/20 DRAFTER: CFS DESIGNER: CFS CHECKED: STS	PROJECT NO. OLY1915-000 EX-6 SHEET 6 OF 13

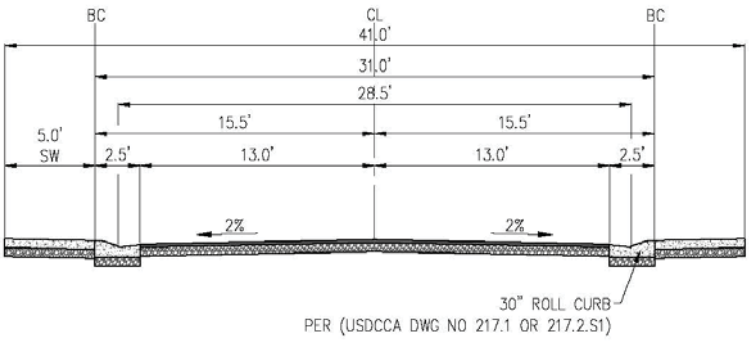


K. PRIVATE RESIDENTIAL STREET SECTION W/ PARKING BOTH SIDES/SIDEWALK BOTH SIDES

NTS

j:\oly1915-000 blm 270 entitlements\dwg\entitlements\design criteria\200807 oly1915 street sections.dwg 10/13/2020 10:02 AM Carly Samuels

Westwood Phone (702) 284-5300 Fax (702) 284-5399 5740 S. Arville Street Suite 216 Las Vegas, NV 89118 westwoodps.com Westwood Professional Services, Inc.	190 OCTANE FT PARTNERS, LLC BLM 270 DESIGN CRITERIA DETAILS	DATE: 10/13/20 DRAFTER: CFS DESIGNER: CFS CHECKED: STS	PROJECT NO. OLY1915-000 EX-7 SHEET 7 OF 13

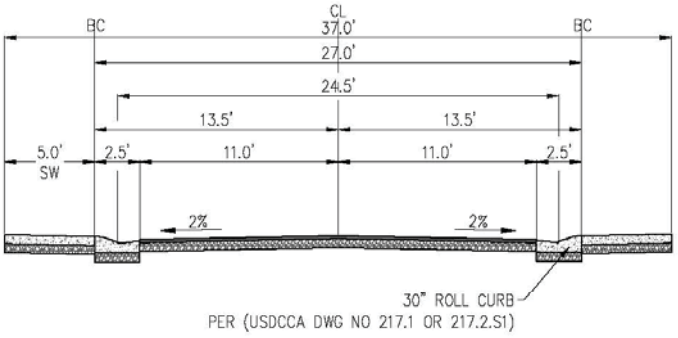


L. PRIVATE RESIDENTIAL STREET SECTION W/ PARKING ONE SIDE/SIDEWALK BOTH SIDES

NTS

j:\oly1915-000 blm 270 entitlements\dwg\entitlements\design criteria\200807 oly1915 street sections.dwg 10/13/2020 10:02 AM Carly Samuels

Westwood Phone (702) 284-5300 Fax (702) 284-5399 5740 S. Arville Street Suite 216 Las Vegas, NV 89118 westwoodps.com Westwood Professional Services, Inc.	190 OCTANE FT PARTNERS, LLC BLM 270 DESIGN CRITERIA DETAILS	DATE: 10/13/20 DRAFTER: CFS DESIGNER: CFS CHECKED: STS	PROJECT NO. OLY1915-000 EX-8 SHEET 8 OF 13

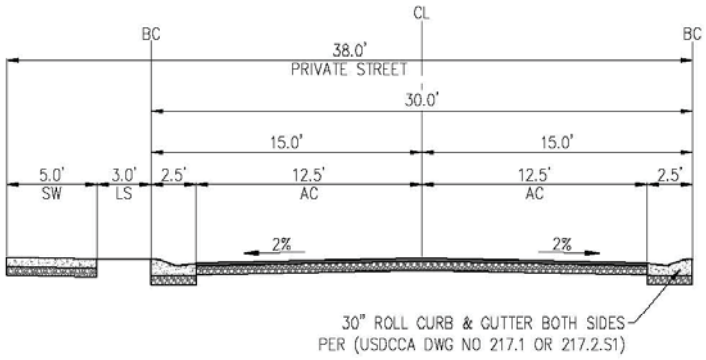


M. PRIVATE RESIDENTIAL STREET SECTION W/ NO PARKING/SIDEWALK BOTH SIDES

NTS

j:\oly1915-000 blm 270 entitlements\dwg\entitlements\design criteria\200807 oly1915 street sections.dwg 10/13/2020 10:02 AM Carly Samuels

Westwood Phone (702) 284-5300 Fax (702) 284-5399 5740 S. Arville Street Suite 216 Las Vegas, NV 89118 westwoodps.com Westwood Professional Services, Inc.	190 OCTANE FT PARTNERS, LLC BLM 270 DESIGN CRITERIA DETAILS	DATE: 10/13/20 DRAFTER: CFS DESIGNER: CFS CHECKED: STS	PROJECT NO. OLY1915-000 EX-9 SHEET 9 OF 13

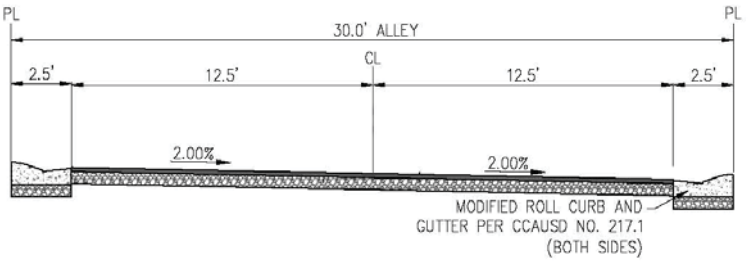


N. PRIVATE RESIDENTIAL STREET SECTION W/ NO PARKING & SIDEWALK ONE SIDE - NARROWED FOR TRAFFIC CALMING

NTS

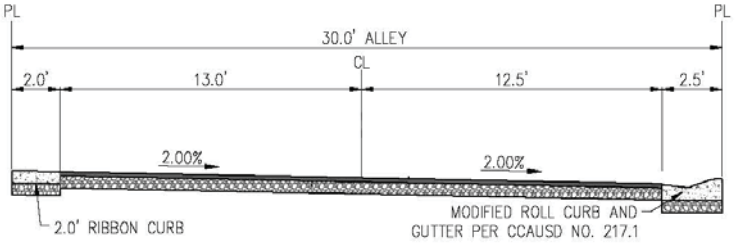
j:\oly1915-000 blm 270 entitlements\dwg\entitlements\design criteria\200807 oly1915 street sections.dwg 10/13/2020 10:02 AM Carly Samuels

Westwood Phone (702) 284-5300 Fax (702) 284-5399 5740 S. Arville Street Suite 216 Las Vegas, NV 89118 westwoodps.com Westwood Professional Services, Inc.	190 OCTANE FT PARTNERS, LLC BLM 270 DESIGN CRITERIA DETAILS	DATE: 10/13/20 DRAFTER: CFS DESIGNER: CFS CHECKED: STS	PROJECT NO. OLY1915-000 EX-10 SHEET 10 OF 13



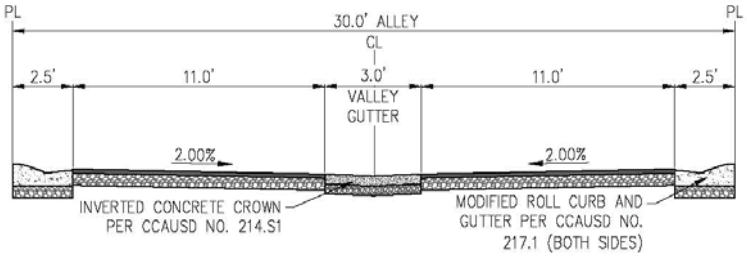
O. PRIVATE ALLEY WITH NO PARKING/NO SIDEWALK

NTS OPTION 1



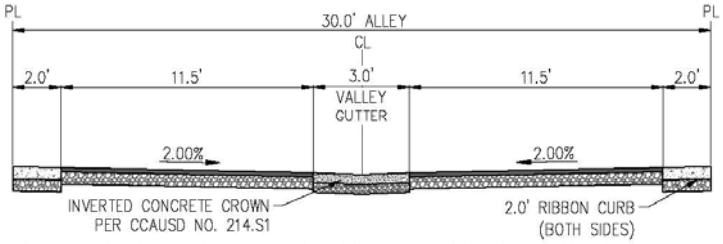
P. PRIVATE ALLEY WITH NO PARKING/NO SIDEWALK

NTS OPTION 2



Q. PRIVATE ALLEY WITH NO PARKING/NO SIDEWALK

NTS OPTION 3

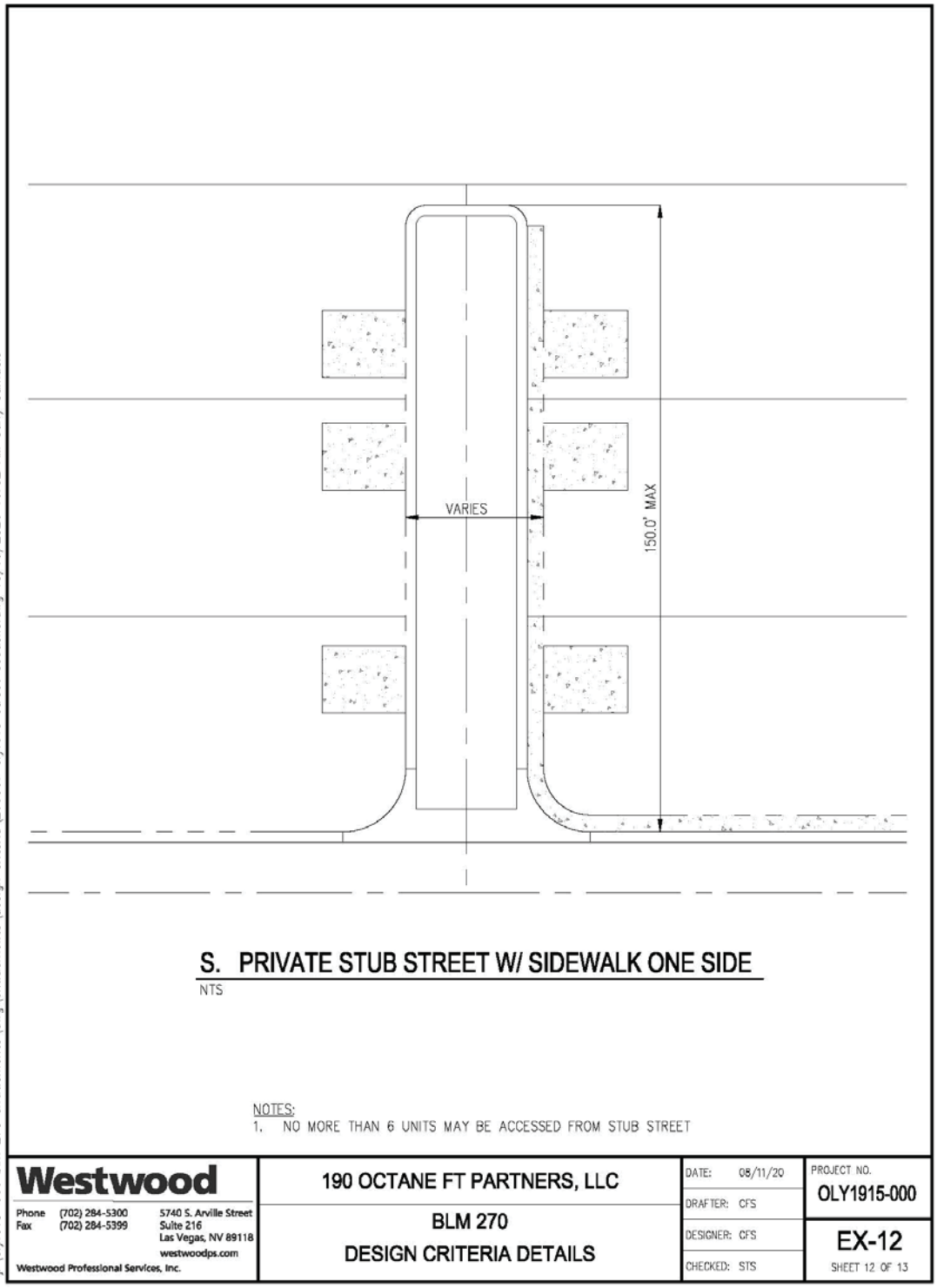


R. PRIVATE ALLEY WITH NO PARKING/NO SIDEWALK

NTS OPTION 4

j:\oly1915-000 blm 270 entitlements\dwg\entitlements\design criteria\200807 oly1915 street sections.dwg 10/13/2020 10:02 AM Carly Samuels

Westwood Phone (702) 284-5300 Fax (702) 284-5399 5740 S. Arville Street Suite 216 Las Vegas, NV 89118 westwoodps.com Westwood Professional Services, Inc.	190 OCTANE FT PARTNERS, LLC BLM 270 DESIGN CRITERIA DETAILS	DATE: 10/13/20 DRAFTER: CFS DESIGNER: CFS CHECKED: STS	PROJECT NO. OLY1915-000 EX-11 SHEET 11 OF 13



S. PRIVATE STUB STREET W/ SIDEWALK ONE SIDE

NTS

NOTES:
1. NO MORE THAN 6 UNITS MAY BE ACCESSED FROM STUB STREET

Westwood
Phone (702) 284-5300
Fax (702) 284-5399
5740 S. Arville Street
Suite 216
Las Vegas, NV 89118
westwoodps.com
Westwood Professional Services, Inc.

190 OCTANE FT PARTNERS, LLC

BLM 270

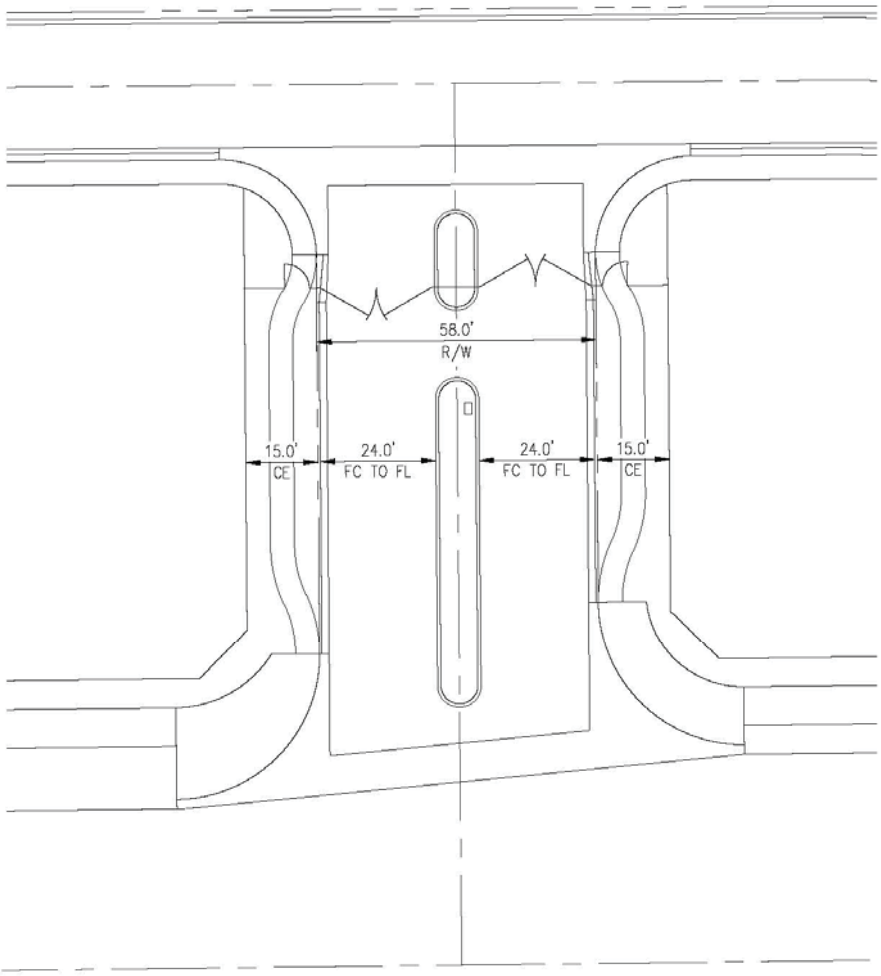
DESIGN CRITERIA DETAILS

DATE: 08/11/20
DRAFTER: CFS
DESIGNER: CFS
CHECKED: STS

PROJECT NO. OLY1915-000

EX-12
SHEET 12 OF 13

j:\oly1915-000 blm 270 entitlements\dwg\entitlements\design criteria\200807 oly1915 street sections.dwg 10/13/2020 10:02 AM Carly Samuels



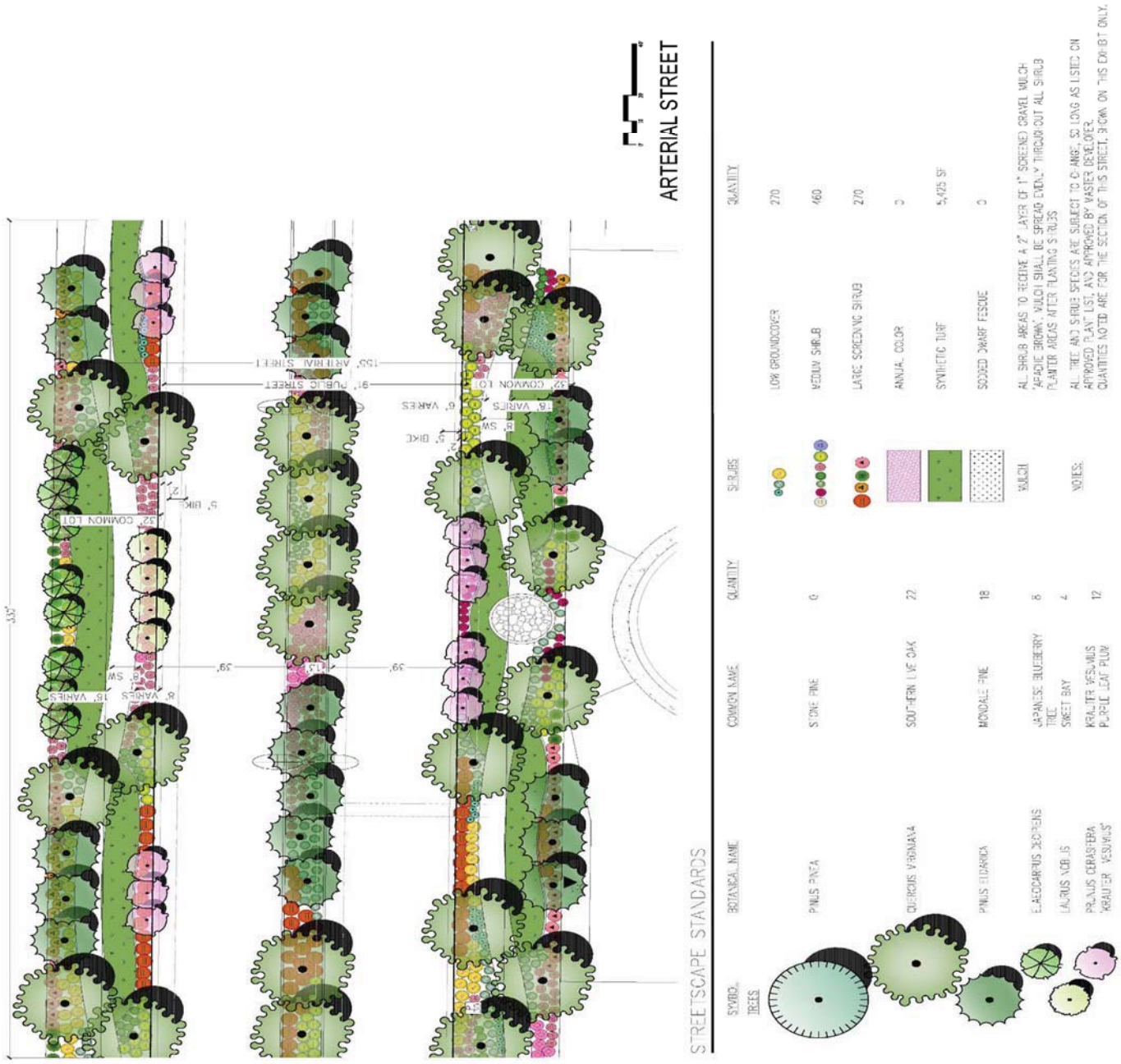
T. GATED PARCEL ENTRY

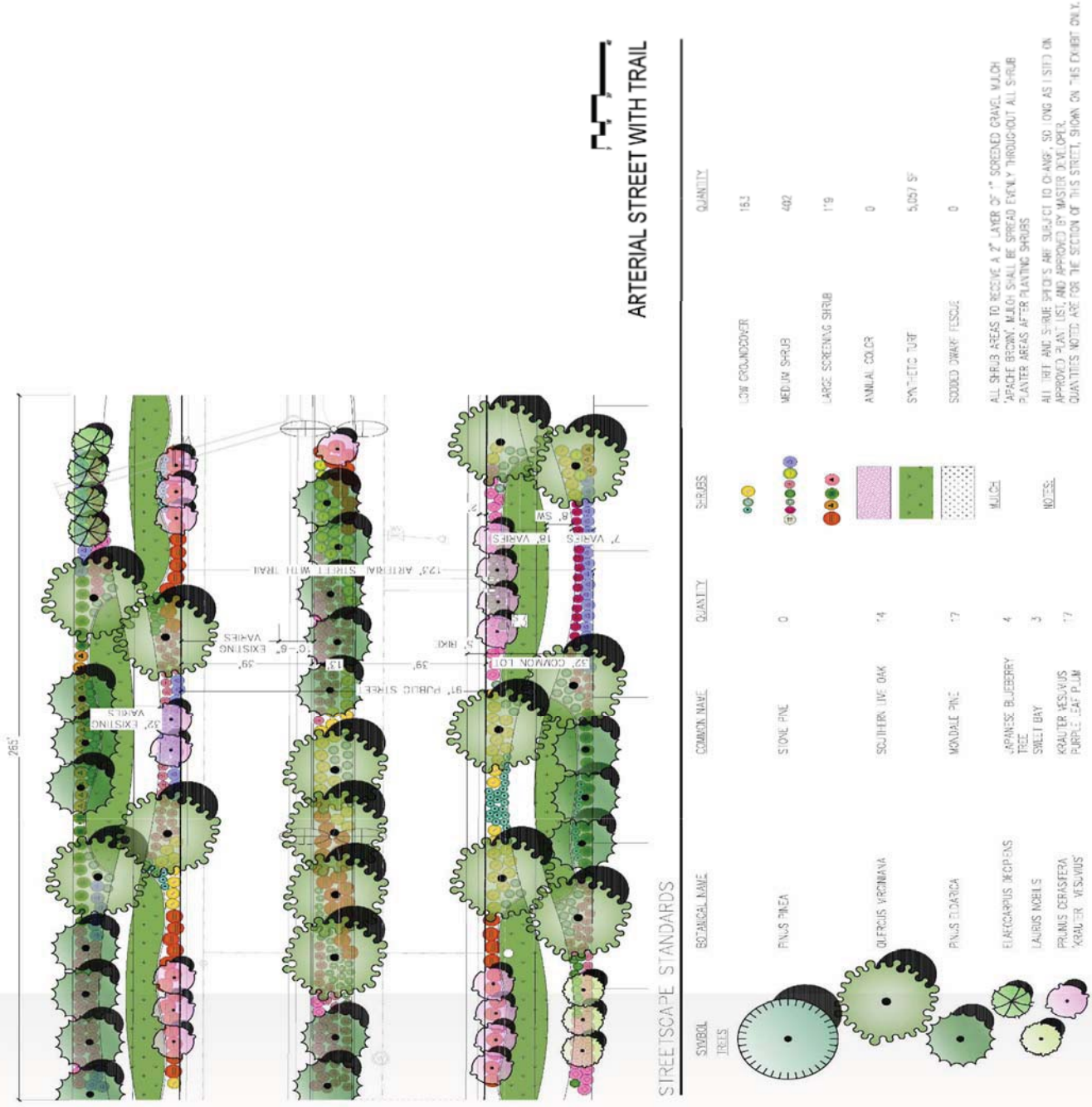
NTS

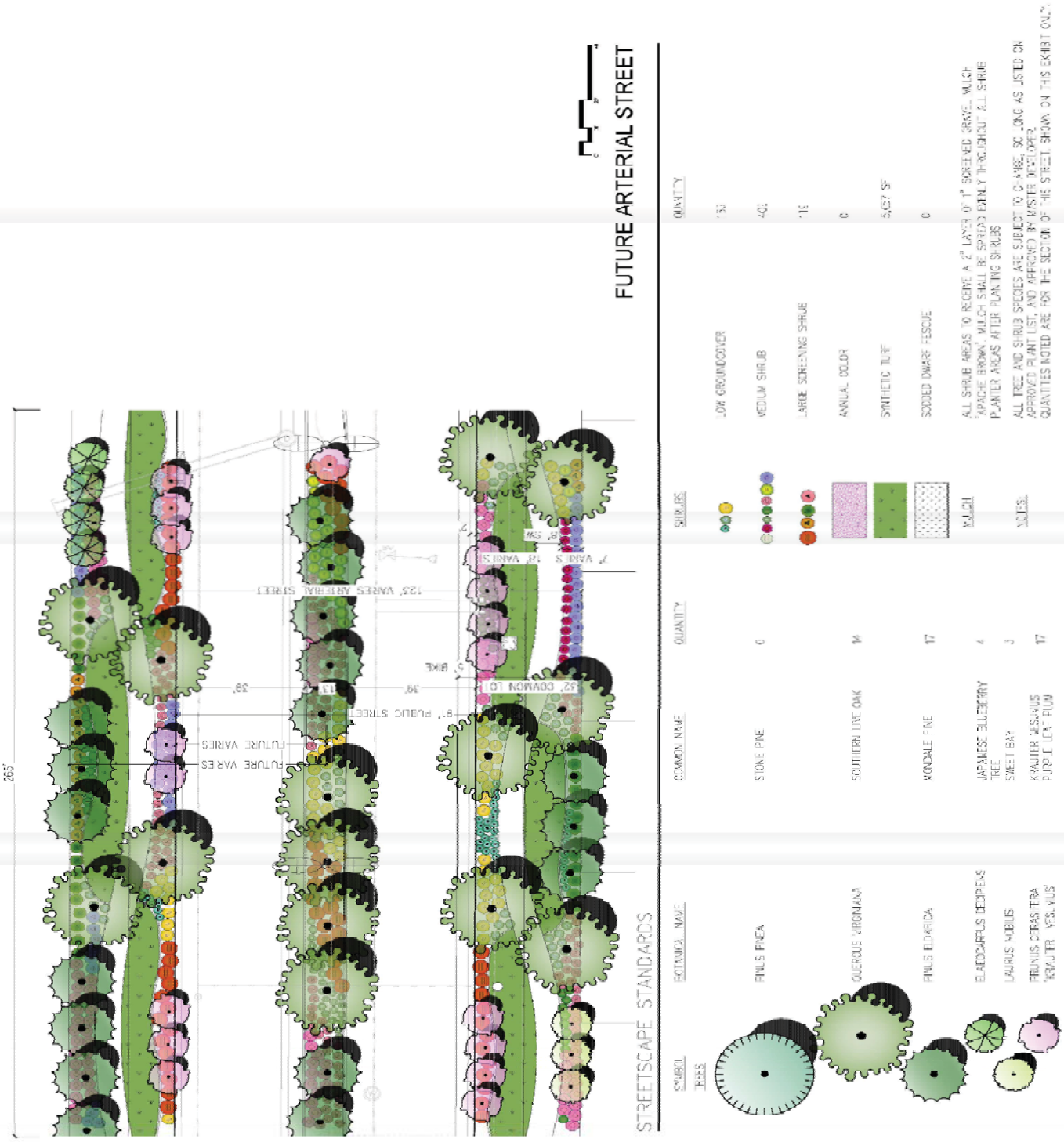
j:\oly1915-000 blm 270 entitlements\dwg\entitlements\design criteria\200807 oly1915 street sections.dwg 10/13/2020 10:02 AM Carly Samuels

Westwood Phone (702) 284-5300 Fax (702) 284-5399 5740 S. Arville Street Suite 216 Las Vegas, NV 89118 westwoodps.com Westwood Professional Services, Inc.	190 OCTANE FT PARTNERS, LLC BLM 270 DESIGN CRITERIA DETAILS	DATE: 10/13/20 DRAFTER: CFS DESIGNER: CFS CHECKED: STS	PROJECT NO. OLY1915-000 EX-13 SHEET 13 OF 13

Exhibit 5.3.1: Arterial Streets

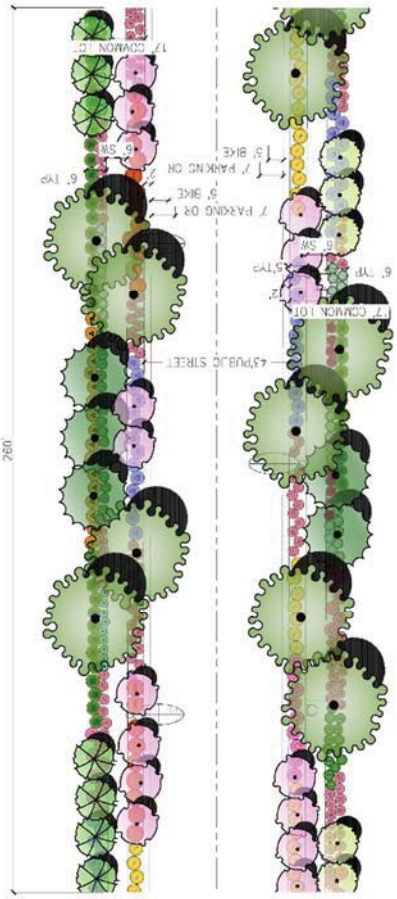



ARTERIAL STREET WITH TRAIL
STREETSCAPE STANDARDS
SYMBOL
BOTANICAL NAME
COMMON NAME
QUANTITY
SHRUBS
QUANTITY
TREES
PINUS PINEA
STONE PINE
0
LOW GROUNDCOVER
163
QUERCUS VIRGINIANA
SOUTHERN LIVE OAK
14
MEDIUM SHRUB
492
PINUS EDULIS
MONDALE PINE
17
LARGE SCREENING SHRUB
119
ELAEAGNUS JAPONICAS
JAPANESE BLUEBERRY TREE
4
ANNUAL COLOR
0
LAURUS NOBILIS
SWEET BAY
3
SYNTHETIC TURF
5,057 SF
PRUNUS CERASIFERA 'KRAUTER VESUVIUS'
KRAUTER VESUVIUS PURPLE LEAF PLUM
17
SODDED DWARF FESCUE
0
MULCH
NOTES:
ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH APACHE BROWN. MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS
ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER.
QUANTITIES NOTED ARE FOR THE SECTION OF THIS STREET, SHOWN ON THIS EXHIBIT ONLY.
265'
32' EXISTING VARIES
0'-6" EXISTING VARIES
39'
15'
97' PUBLIC STREET
39'
5' TRAIL
32' COMMON LOT
8' SW
7' VARIES
18' VARIES
123' ARTERIAL STREET WITH TRAIL


FUTURE ARTERIAL STREET
STREETSCAPE STANDARDS
SYMBOL
BOTANICAL NAME
COMMON NAME
QUANTITY
SHRUBS
QUANTITY
LOW GROUNDCOVER
MEDIUM SHRUB
LARGE SCREENING SHRUB
ANNUAL COLOR
SYNTHETIC TURF
SODDED DWARF FESCUE
MULCH
NOTES:
TREES
PINUS PINEA
STONE PINE
QUERCUS VIRGINIANA
SOUTHERN LIVE OAK
PINUS ELDARICA
MONDALE PINE
ELAEOCARPUS DECIPIENS
JAPANESE BLUEBERRY TREE
LAURUS NOBILIS
SWEET BAY
PRUNUS CERASIFERA 'KRAUTER VESUVIUS'
KRAUTER VESUVIUS PURPLE LEAF PLUM
265'
FUTURE VARIES
FUTURE VARIES
97' PUBLIC STREET
52' COMMON LOT
5' BIKE
7' SW
7' VARIES
12' VARIES
123' VARIES ARTERIAL STREET


MAJOR COLLECTOR STREET
STREETSCAPE STANDARDS
SYMBOL
TREES
BOTANICAL NAME
COMMON NAME
QUANTITY
PINUS PINEA
STONE PINE
0
QUERCUS VIRGINIANA
SOUTHERN LIVE OAK
20
PINUS HALEPENSIS
MONDALE PINE
20
ELAEOCARPUS DECIPIENS
JAPANESE BLUEBERRY TREE
4
LAURUS NOBILIS
SWEET BAY
3
PRUNUS CERASIFERA 'KRAUTER VESUVIUS'
KRAUTER VESUVIUS PURPLE LEAF PLUM
18
SHRUBS
LOW GROUNDCOVER
262
MEDIUM SHRUB
596
LARGE SCREENING SHRUB
197
ANNUAL COLOR
0
SYNTHETIC TURF
4,300 SF
SODDED DWARF FESCUE
0
MULCH
ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH
'ARIZONA BROWN' MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS
NOTES:
ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER.
QUANTITIES NOTED ARE FOR THE SECTIONS OF THIS STREET SHOWN ON THIS EXHIBIT ONLY.


MAJOR COLLECTOR STREET WITH TRAIL
STREETSCAPE STANDARDS
SYMBOL
TREES
BOTANICAL NAME
COMMON NAME
QUANTITY
SHRUBS
QUANTITY
LOW GROUNDCOVER
205
MEDIUM SHRUB
609
LARGE SCREENING SHRUB
172
ANNUAL COLOR
0
SYNTHETIC TURF
2,441 SF
SQUIBB DWARF FESCUE
0
MULCH
ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH.
APACHE SHORT. MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB
PLANTER AREAS AFTER PLANTING SHRUBS
ALL TREE AND SHRUB SPACING ARE SUBJECT TO CHANGE, SO LONG AS IS PER ON
APPROVED PLANT LIST AND APPROVED BY MASTER DEVELOPER.
QUANTITIES NEED ARE FOR THE SECTIONS OF THIS STREET, SHOWN ON THIS EXHIBIT ONLY.
PINUS PINEA
STONE PINE
0
QUERCUS VIRGINIANA
SOUTHERN LIVE OAK
22
PINUS ELDARICA
MONDALE PINE
19
ELAEOCARPUS DECIPIENS
JAPANESE BLUEBERRY TREE
6
LAURUS NOBILIS
SWEET BAY
2
PRUNUS CERASIFERA 'KRAUTER VESUVIUS'
KRAUTER VESUVIUS PURPLE LEAF PLUM
22
NOTES:



MINOR COLLECTOR STREET

STREETSCAPE STANDARDS

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY
TREES			
	PINUS PINEA	S ONE PINE	0
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	8
	PINUS ELDARICA	MONDALE PINE	5
	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	7
	LAURUS NOBILIS	SWEET BAY	5
	PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	KRAUTER VESUVIUS PURPLE LEAF PLUM	15

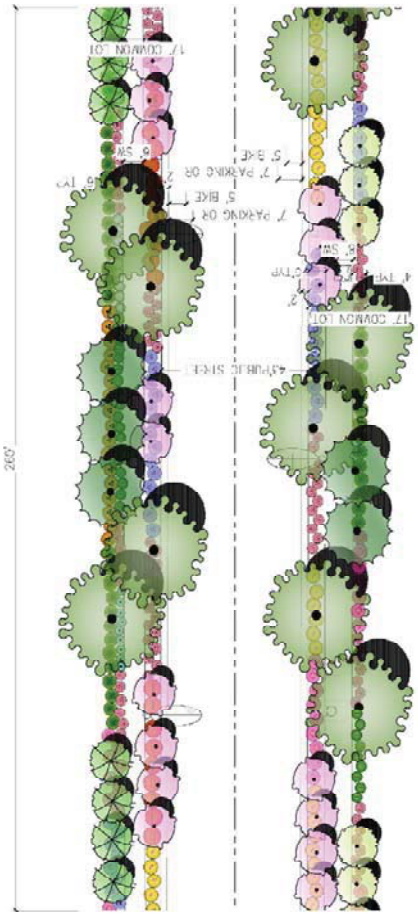
SHRUBS	QUANTITY
LOW GROUNDCOVER	69
MEDIUM SHRUB	240
LARGE SCREENING SHRUB	86
ANNUAL COLOR	0
SYNTHETIC TURF	0
SODDED DWARF FESCUE	0

MULCH

ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH (ASHLEY BROWN). MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS

NOTES:

ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER. QUANTITIES WOULD ARE FOR THE SECTION OF ITS SHOWN, ONLY.



MINOR COLLECTOR STREET WITH TRAIL

STREETSCAPE STANDARDS

SYMBOL	BOTANICAL NAME	COMMON NAME	QUANTITY
TREES			
	PINUS PINEA	STONE PINE	0
	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	8
	PINUS EDULIS	PINYON PINE	5
	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	7
	LAURUS NOBILIS	SWEET BAY	5
	PRUNUS CERASIFERA 'KRAUTER VESUVIUS'	KRAUTER VESUVIUS PURPLE LEAF PLUM	16
SHRUBS			
		LOW GROUNDCOVER	61
		MEDIUM SHRUB	261
		LARGE SCREENING SHRUB	87
		ANNUAL COLOR	0
		SYNTHETIC TURF	5,425 SF
		SODDED DWARF FESCUE	0

MULCH

ALL SHRUB AREAS TO RECEIVE A 2" LAYER OF 1" SCREENED GRAVEL MULCH 'APACHE BROWN'. MULCH SHALL BE SPREAD EVENLY THROUGHOUT ALL SHRUB PLANTER AREAS AFTER PLANTING SHRUBS

NOTES:

ALL TREE AND SHRUB SPECIES ARE SUBJECT TO CHANGE, SO LONG AS LISTED ON APPROVED PLANT LIST, AND APPROVED BY MASTER DEVELOPER. QUANTITIES NOTED ARE FOR THE SECTION OF THIS STREET SHOWN ON THIS EXHIBIT ONLY.



Exhibit 5.3.2
Major Collector Street

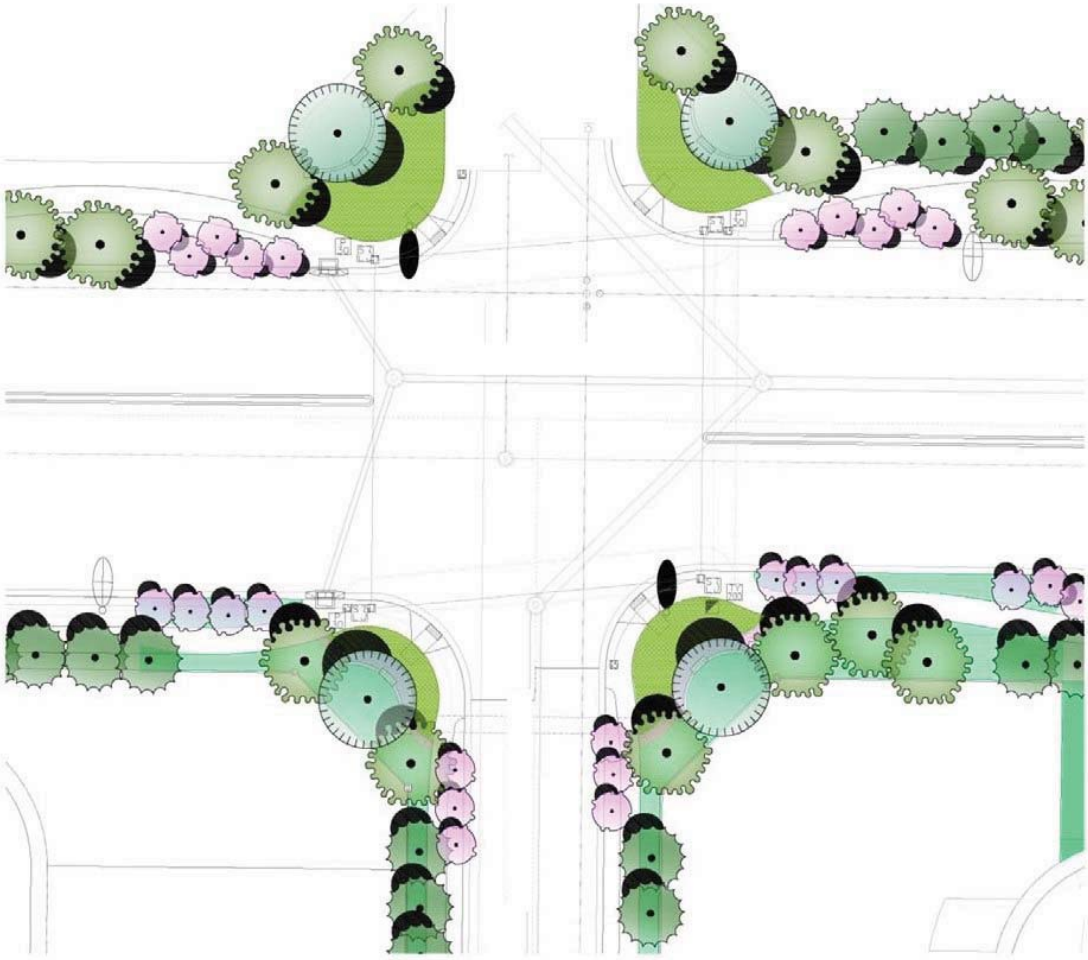
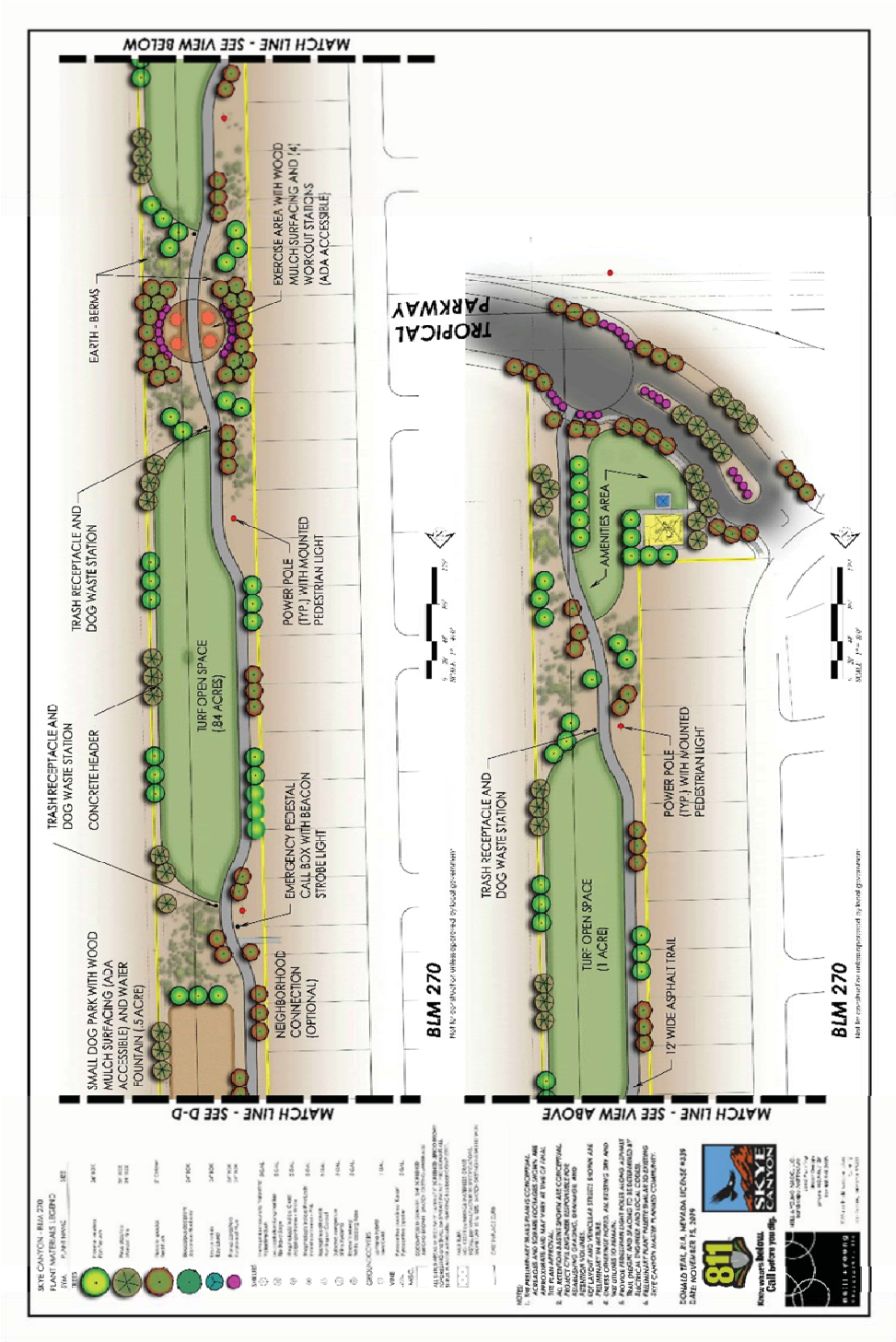
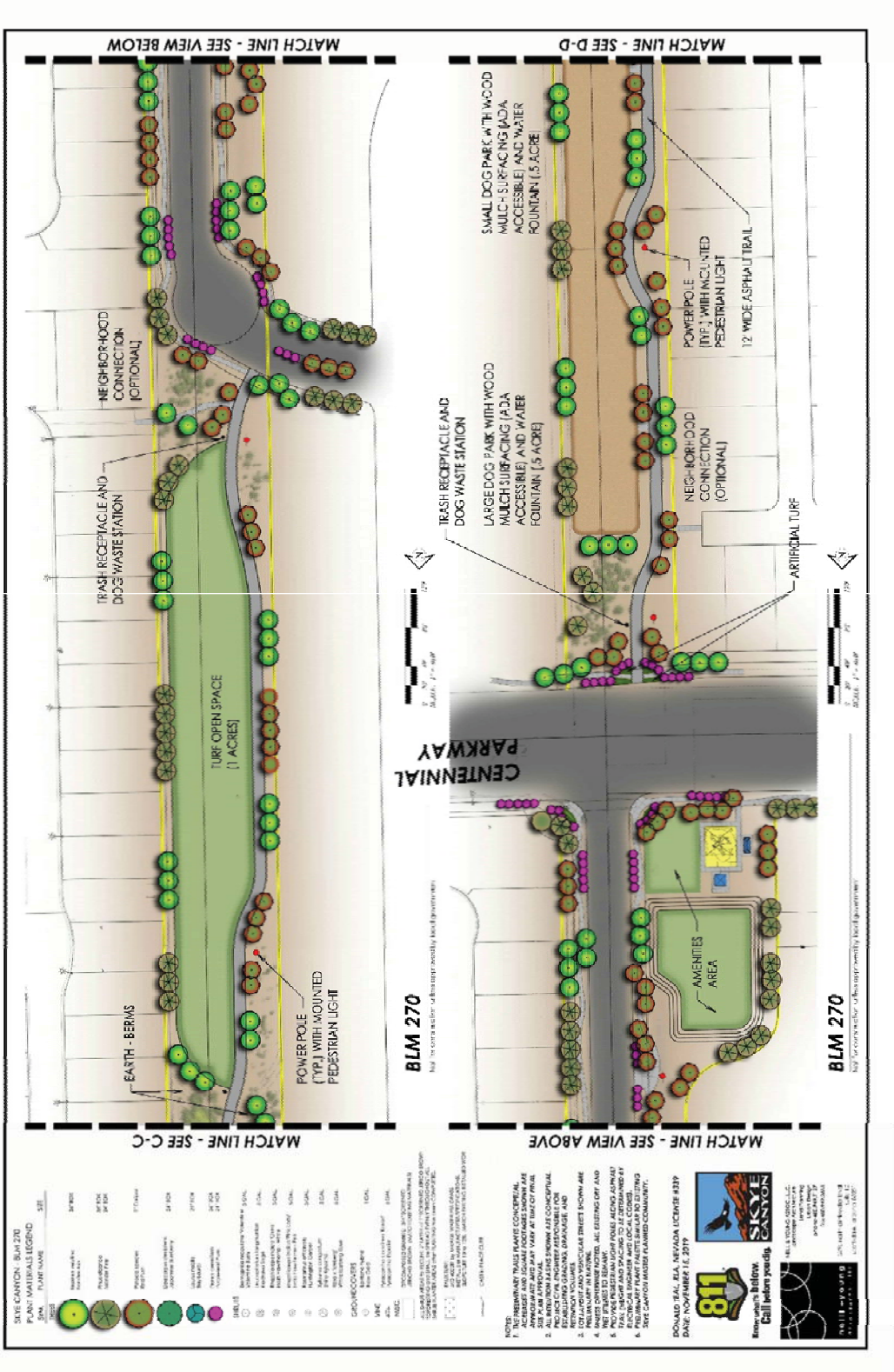
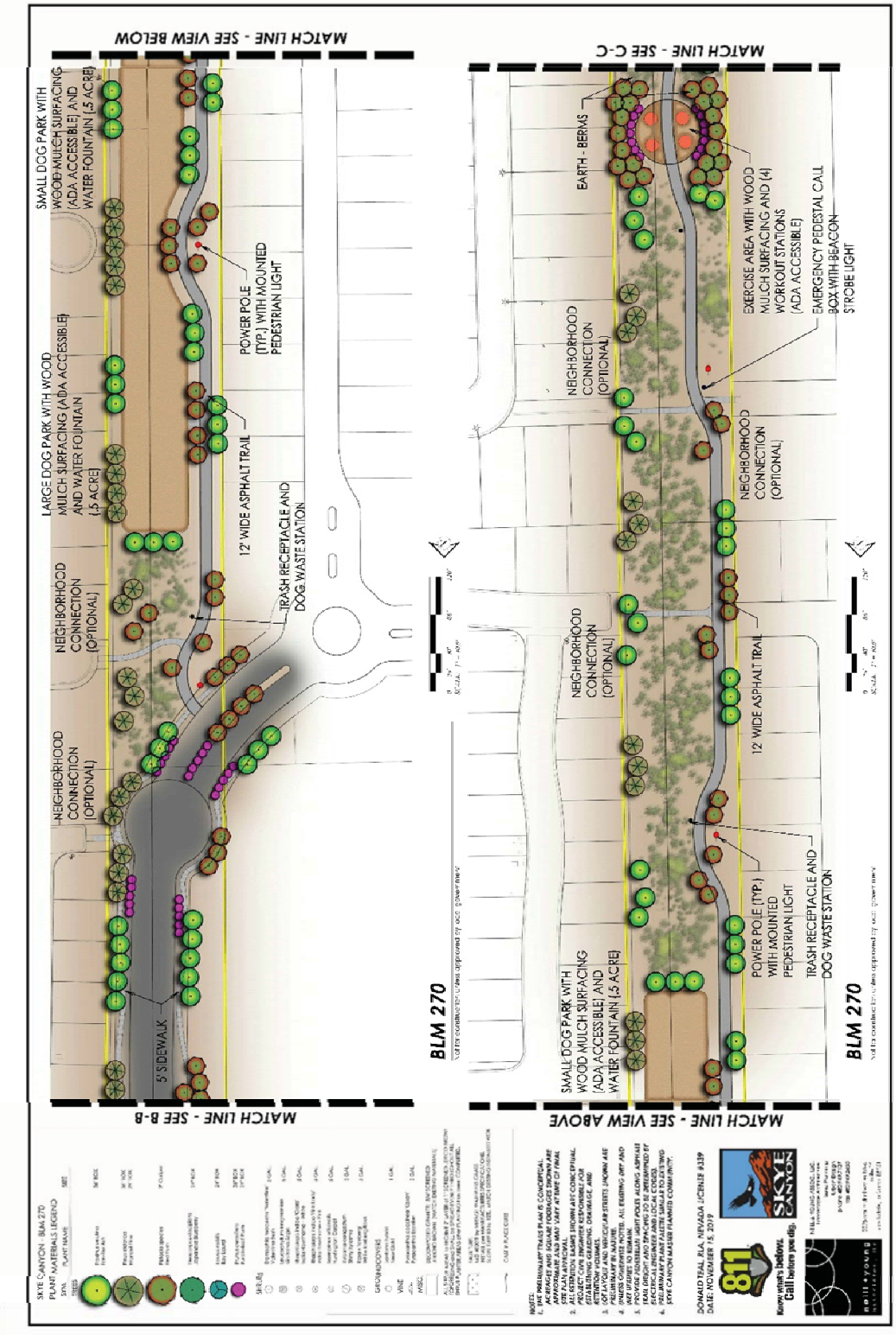


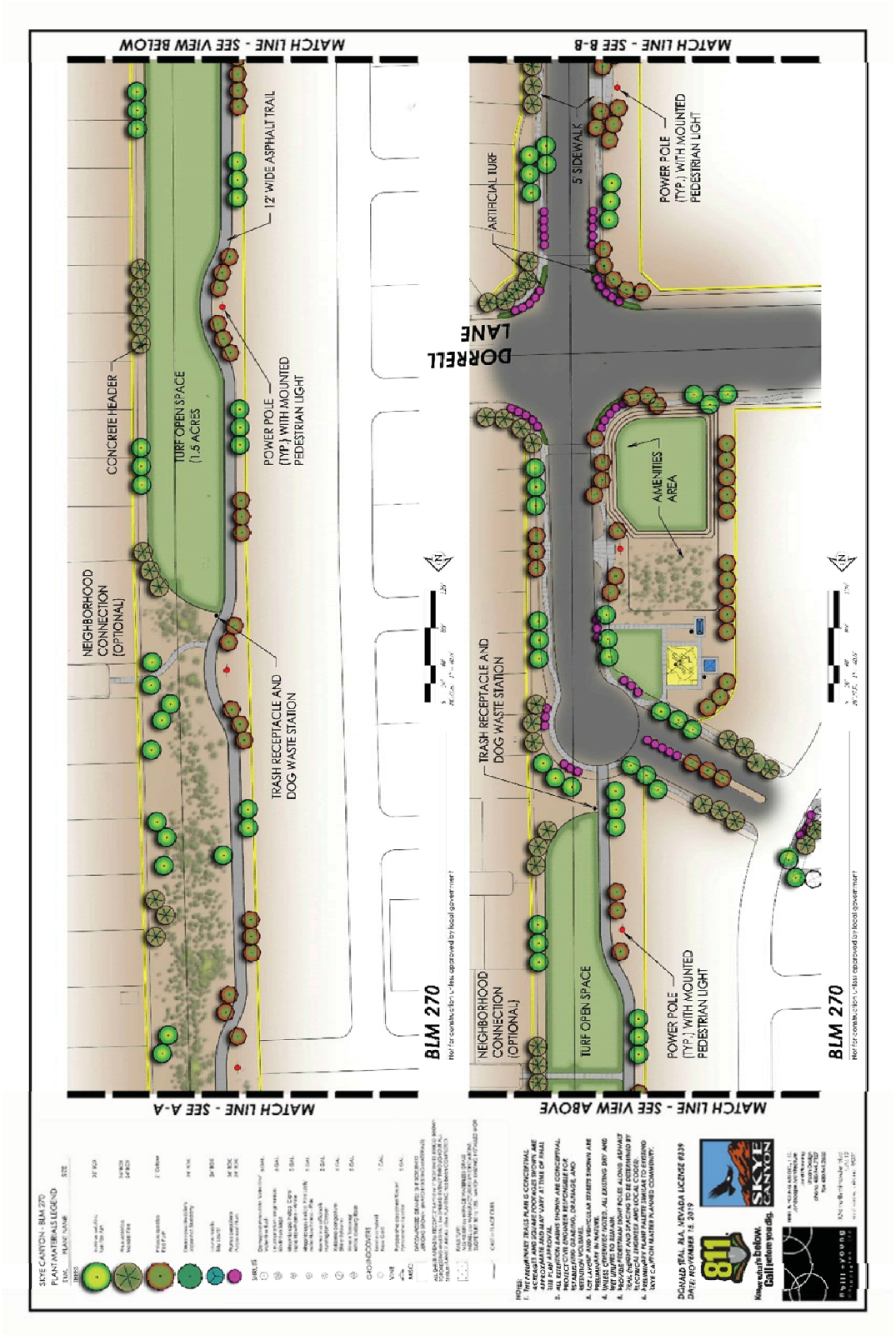
Exhibit 5.3.4
Intersections

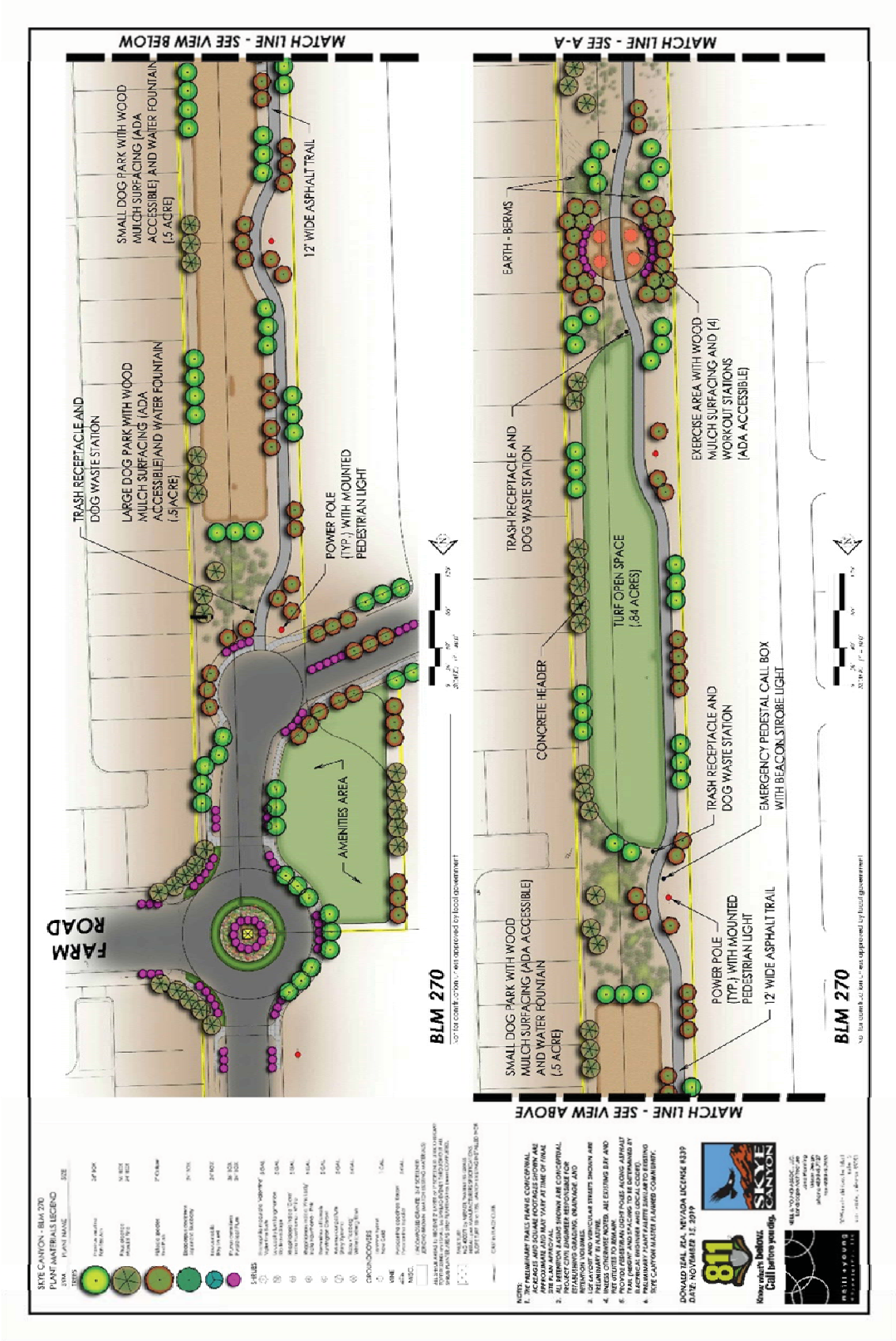
Exhibit 5.3.5: Linear Park




MATCH LINE - SEE VIEW BELOW
MATCH LINE - SEE D-D
NEIGHBORHOOD CONNECTION (OPTIONAL)
TRASH RECEPTIACLE AND DOG WASTE STATION
TURF OPEN SPACE (1 ACRES)
POWER POLE (TYP.) WITH MOUNTED PEDESTRIAN LIGHT
EARTH - BERMS
MATCH LINE - SEE C-C
BLM 270
SMALL DOG PARK WITH WOOD MULCH SURFACING (ADA ACCESSIBLE) AND WATER FOUNTAIN (.5 ACRE)
POWER POLE (TYP.) WITH MOUNTED PEDESTRIAN LIGHT
12' WIDE ASPHALT TRAIL
TRASH RECEPTIACLE AND DOG WASTE STATION
LARGE DOG PARK WITH WOOD MULCH SURFACING (ADA ACCESSIBLE) AND WATER FOUNTAIN (.5 ACRE)
NEIGHBORHOOD CONNECTION (OPTIONAL)
ARTIFICIAL TURF
CENTENNIAL PARKWAY
AMENITIES AREA
BLM 270
MATCH LINE - SEE VIEW ABOVE
SKYE CANYON
Know what's below. Call before you dig.
811


MATCH LINE - SEE VIEW BELOW
MATCH LINE - SEE C-C
MATCH LINE - SEE B-B
MATCH LINE - SEE VIEW ABOVE
SMALL DOG PARK WITH WOOD MULCH SURFACING (ADA ACCESSIBLE) AND WATER FOUNTAIN (.5 ACRE)
LARGE DOG PARK WITH WOOD MULCH SURFACING (ADA ACCESSIBLE) AND WATER FOUNTAIN (.5 ACRE)
NEIGHBORHOOD CONNECTION (OPTIONAL)
POWER POLE (TYP.) WITH MOUNTED PEDESTRIAN LIGHT
12' WIDE ASPHALT TRAIL
TRASH RECEPTACLE AND DOG WASTE STATION
5' SIDEWALK
EARTH - BERMS
EXERCISE AREA WITH WOOD MULCH SURFACING AND (4) WORKOUT STATIONS (ADA ACCESSIBLE)
EMERGENCY PEDESTAL CALL BOX WITH BEACON STROBE LIGHT
BLM 270
SKYE CANYON


MATCH LINE - SEE VIEW BELOW
MATCH LINE - SEE B-B
MATCH LINE - SEE A-A
MATCH LINE - SEE VIEW ABOVE
CONCRETE HEADER
TURF OPEN SPACE (1.5 ACRES)
12' WIDE ASPHALT TRAIL
POWER POLE (TYP.) WITH MOUNTED PEDESTRIAN LIGHT
NEIGHBORHOOD CONNECTION (OPTIONAL)
TRASH RECEPTACLE AND DOG WASTE STATION
BLM 270
DORRELL LANE
ARTIFICIAL TURF
5' SIDEWALK
AMENITIES AREA
TURF OPEN SPACE
SKYE CANYON


MATCH LINE - SEE VIEW BELOW
MATCH LINE - SEE A-A
MATCH LINE - SEE VIEW ABOVE
SMALL DOG PARK WITH WOOD MULCH SURFACING (ADA ACCESSIBLE) AND WATER FOUNTAIN (.5 ACRE)
12' WIDE ASPHALT TRAIL
LARGE DOG PARK WITH WOOD MULCH SURFACING (ADA ACCESSIBLE) AND WATER FOUNTAIN (.5 ACRE)
TRASH RECEPTACLE AND DOG WASTE STATION
POWER POLE (TYP.) WITH MOUNTED PEDESTRIAN LIGHT
AMENITIES AREA
FARM ROAD
BLM 270
EARTH - BERMS
EXERCISE AREA WITH WOOD MULCH SURFACING AND (4) WORKOUT STATIONS (ADA ACCESSIBLE)
TURF OPEN SPACE (.84 ACRES)
CONCRETE HEADER
EMERGENCY PEDESTAL CALL BOX WITH BEACON STROBE LIGHT
SKYE CANYON

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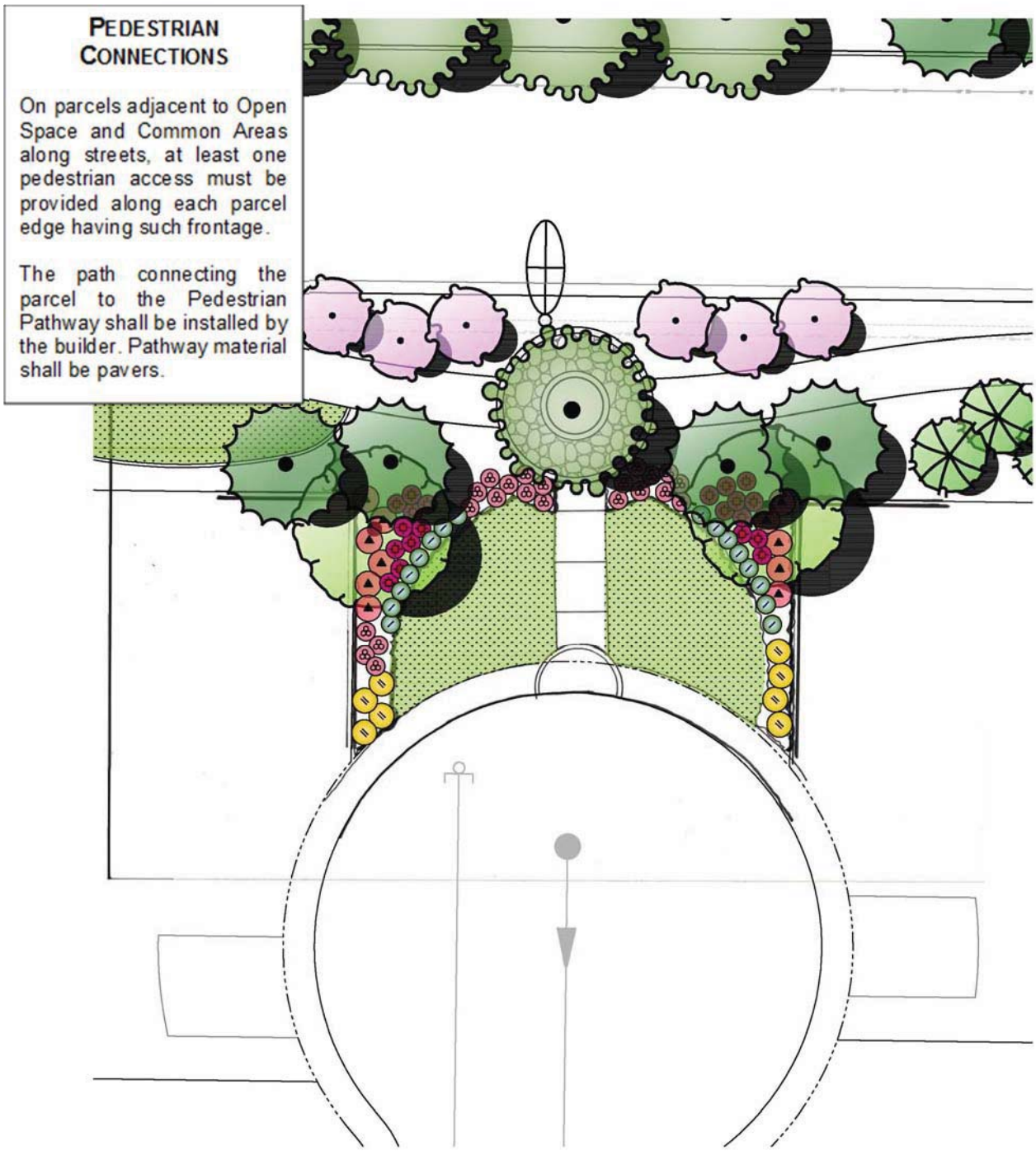
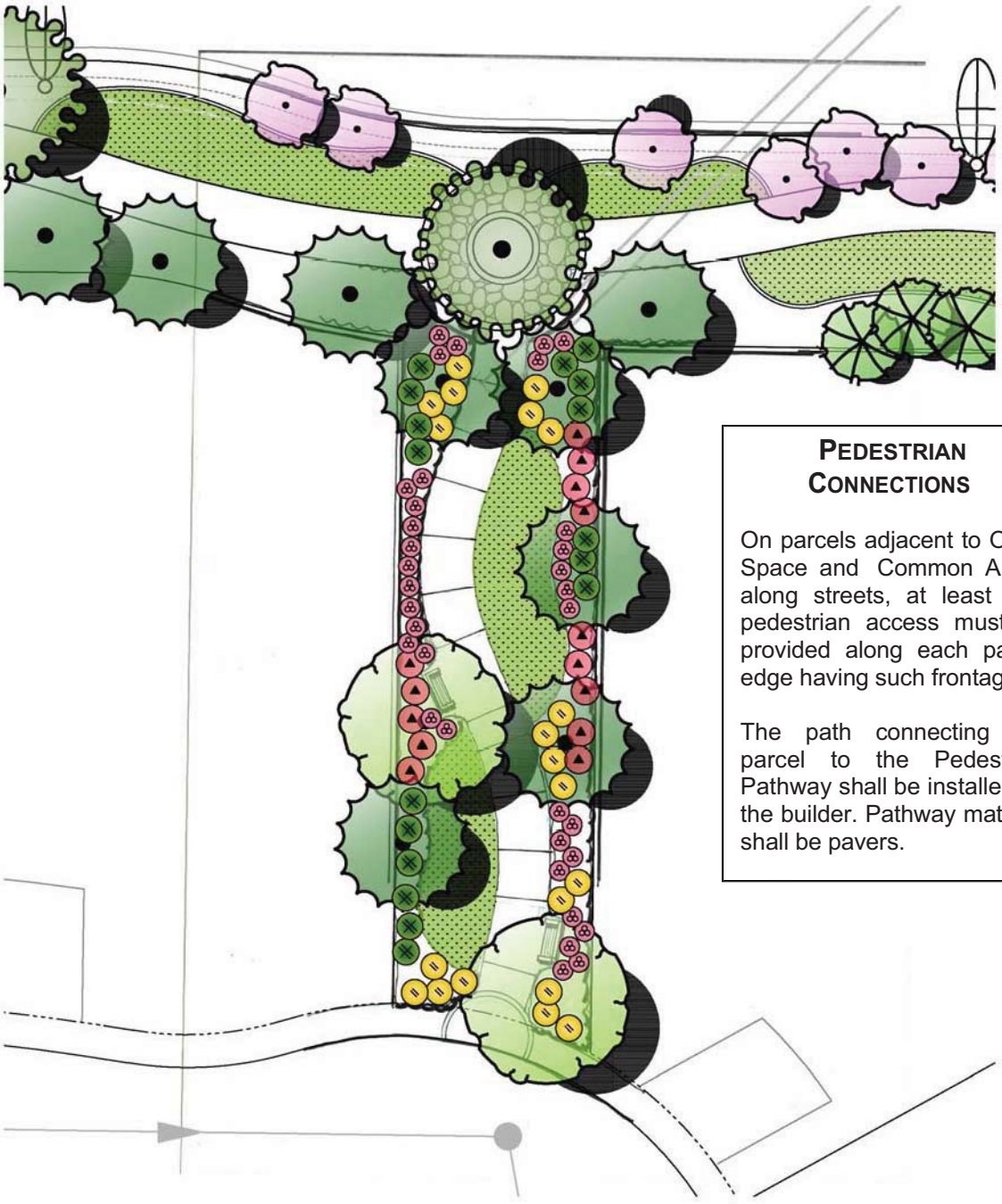


Exhibit 5.3.6
Pedestrian Realm Lot Access Point



PEDESTRIAN CONNECTIONS

On parcels adjacent to Open Space and Common Areas along streets, at least one pedestrian access must be provided along each parcel edge having such frontage.

The path connecting the parcel to the Pedestrian Pathway shall be installed by the builder. Pathway material shall be pavers.

Exhibit 5.3.6 A
Pedestrian Corridors Lot Access Point

5.4 RESIDENTIAL AREAS

5.4.1 GENERAL LANDSCAPE STANDARDS

Builder(s) shall install landscape elements per the minimum standards as outlined herein.

Any damage by a builder to hardscape (vertical or horizontal), utilities, and / or landscape amenities installed by the Declarant, shall solely be the responsibility of the builder.

Mailboxes shall be designed to reflect the character of the particular residential neighborhood, incorporating the architectural styling and color of homes. Boxes will meet USPS standards and in the maximum allowable configuration for medium-high housing areas.

5.4.1.A SINGLE FAMILY DEVELOPMENTS

Refer to Section 5.4.1 General Landscape Standards above.

5.4.1.B CLUSTER, ALLEY-LOADED & MULTIFAMILY DEVELOPMENTS

Landscape design for cluster, alley-loaded and multifamily neighborhoods shall be focused towards paseos, common open space and pedestrian access as private usable open space within each lot is limited.

Similar to streetscape design guidelines, landscaping in these developments shall create a hierarchy between primary spaces and/or circulation and secondary spaces such as areas between garages and driveways. To ensure continuity and a smooth transition between streetscapes and residential landscapes, the design palette of plant species shall be limited to no less than five (5) no more than ten (10) from the recommended planting list in *Exhibit 5.2* per Section 5.4.3.2.

Common open space is essential to providing open and recreational areas in cluster, alley-loaded and multifamily developments, thus consideration shall be given to creating a balance between hardscape and softscape elements, achieving 30% plant coverage at time of install with at least 50% plant coverage at full maturity.

Accent trees of the flowering variety shall be used to highlight entry areas and augmented through a variety of planting techniques to provide privacy and create texture and color.

Screen plantings, smaller trees and bushes shall be located between garage doors in alley-loaded neighborhoods, where space allows. On-grade parking areas shall be adequately screened from open space areas to minimize the visibility of parked cars and headlights.

For additional requirements, refer to Section 5.4.3.

5.4.2 MODEL COMPLEXES

Model complexes designed and installed by builders shall adhere to the guidelines and restrictions as stated herein / below for Homeowner Landscape Zones.

5.4.3 HOMEOWNER LANDSCAPE ZONES

5.4.3.1 UNIVERSAL LANDSCAPE DESIGN OBJECTIVES

Planting in these zones should be designed to create a cohesive environment that enhances the SKYE HILLS architectural themes. The minimum tree and shrub quantity installed by the original builder shall be maintained.

While there are several approaches to take with residential planting, the main principle is to reinforce the rustic feel of the community with the use of complimentary plantings that define the neighborhoods.

Drainage patterns established by engineering requirements shall be Type 'A', but may be shaped into natural forms when possible, as long as the lot drains toward the street. The maximum allowable slope on a residential lot is 3:1.

All **plant material** installed by homeowners or their contractors (or builders in the case of model complexes) shall be nursery grown, free of disease, and representing the best qualities of the species. Plants shall be grouped together with plants that have similar growing conditions –soil type, sun exposure, water requirements, and temperature tolerance.

Trees shall be spaced at least fifteen feet (15') apart. If trees need to be spaced more closely, they should be of the same small tree species. Trees shall not be planted closer than three feet (3') from any wall, structure,

sidewalks, curbs, driveways, fences, or utility line. Any tree within six feet (6') of any wall, structure, or hardscape shall be installed with a root barrier. Linear root barriers shall be installed continuous along the edge of a wall, structure, or hardscape – extending a minimum of five feet (5') past the gallon / box edge. Shallow rooted trees shall not be used in front yards.

Flower or planting beds requiring overhead spray irrigation shall be limited to rear yards only or in pots with irrigation systems.

Informal plantings are appropriate in front yards. However, massing of planting is encouraged to create more structure within the yards. Landscape designs should incorporate grouping of similar plant materials and layering of shrubs and accents based on heights, color, and texture to create sweeping forms and plant hierarchy. Species should be selected to provide accents within densities that are consistent with the public realm landscape designs.

A combination of planting techniques should be utilized in the planting designs. Screen planting incorporates hedges and espaliers to provide relief to large expanses of hardscape, as well as to provide separation or privacy from neighboring uses. Mass planting of one species is used to create fields of color or texture.

Proposed plant material that is not listed on the approved Plant Palette herein (Exhibit **5.2**) shall be submitted to the ARC for review and approval prior to any installation.

Pots / planters / containers provide beneficial locations for color accents as well as 'structure' within the landscape. All pots shall be selected in colors and materials that complement the architecture, hardscape, and 'brand / image' of SKYE HILLS. Drip irrigation shall be provided to pot locations. Potted planting shall be used as accent only, not as the primary method of landscaping.

Boulders and cobble can provide interesting accents in the landscape. If used, they shall be in natural patterns and / or clusters to accent grade changes or land patterns. Boulders shall be set one-third (1/3) of their height in the ground to appear as 'natural' as possible. Use of manufactured or faux boulders shall not be permitted in front yards.

All planting areas shall have a two inch (2") minimum depth cover of **gravel mulch / granite** utilizing three-quarter inch (3/4") gravel. Spec per developer.

5.4.3.2 FRONT YARD LANDSCAPE ZONE

Front yards are intended to be an extension of the house. Outdoor living spaces should be created to enhance the experience. Use of smaller, pedestrian friendly plantings and limited hardscape (vertically or horizontally) are encouraged.

This zone is that portion of the front yard measured from the back edge of the streetscape / public right-of-way to the wall plane of the house. Homeowners are encouraged to augment builder-provider landscape by submission of proposed plans to the ARC for review and approval prior to any implementation.

Planted areas shall contain enough living plant material to cover at least fifty percent (50%) of the area at full maturity. Of that plant material, 60% shall be evergreen planting. **Front yard planting standards shall be applicable to oversized, corner, and cul-de-sac lot conditions. The standard lot plant quantities shall increase at the oversized, corner, and cul-de-sac conditions to ensure percentages are maintained throughout. This includes end of street conditions.**

Foundation planting shall completely cover visible portions of the house's base, including any backflow prevention units, within one (1) year of installation. Shrubs shall be located a minimum of thirty inches (30") from the building face or wall.

Any **wall or structure** within the Front Yard Landscape Zone shall not abut a sidewalk or back-of-curb without a five foot (5') minimum landscape buffer.

Only the approved manufacturer of **artificial / synthetic turf** shall be accepted and installed. Turf shall be MG4000 by Mirage Putting Greens. Turf areas shall be a minimum of 40% of the non-paved front yard area (as defined above) and shall be limited to seventy-five percent (75%) of the non-paved front yard area (as defined above). Minimum width of turf area shall be six feet (6'). Turf shall be located a minimum of thirty inches (30") from the building face or wall. Turf area shall be with a 'product / edge' that ties into the architectural detailing, a minimum of four inches (4") in width of either concrete, grouted stone, other type masonry product, or steel that is flush to grade. Trees positioned within artificial / synthetic turf shall be planted within 'pockets' of the artificial / synthetic turf. Turf shall be anchored to hardscape such as the driveway or back of curb. Floating tuf islands are discouraged. Turf shall be mounded. Flat turf areas are prohibited.

To ensure similar coverage of plant materials and a smooth transition between streetscape design and lots, planting densities shall be based on planting area square footage (excluding any artificial / synthetic turf).
In order to achieve this effect, the palette of plant species is limited to no less than five (5) no more than ten (10).

Minimum width of an **entry walk** shall be four feet (4'). A walkway parallel to a driveway shall be separated from the driveway by a twenty-four inch (24") minimum width planting area.

River rock beds are encouraged. Alternative material such as natural granite cobble may be acceptable.

Refer to the graphic plan-view pictorial of Front Yard Landscape Zone in Exhibits **5.4.3.2A and 5.4.3.2B.**

5.4.3.3 SIDE YARD AND REAR YARD LANDSCAPE ZONE

Enclosed side and rear yard landscape areas shall be sensitively designed, installed, and maintained by the homeowner. Any amenity that would exceed the height of the fence may require approval / acceptance of any neighbors on either side.

Side and rear yards granite colors / gravel mulch may vary. Where dissimilar colored ground cover is used, a header board must be installed.

Drainage where two (2) lots abut shall be similar, creating a unified treatment. Hard edges (as described herein) between lots shall not be allowed unless / except where needed for unique grading conditions.

5.4.3.4 TRANSITION AREA BETWEEN LOTS

Treatment of the landscape area between two (2) lots should be mutually acceptable similar, creating a unified, expanded landscape. A hard defining lot line edge (ie: mowstrips, edging walls, or the like) between lots will not be acceptable.

If an adjacent property has an existing granite color / gravel mulch, this color must be maintained until there is an acceptable transition formed by a hardscape feature such as a street, sidewalk, or driveway. Concrete headers, or the like, shall not be allowed to separate granite colors / gravel mulch from lot to lot.

Where there is a considerable elevation differential between adjacent lots, the area may be broken up with retaining walls.

5.4.3.5 CORNER LOT YARD LANDSCAPE ZONE

Corner lots shall be landscaped as an extension of the front yard zone. Consistent plant species and densities shall be continued /wrapped around the 'corner'; including, but not limited to, extension of artificial / synthetic turf, planting areas, and applicable hardscape. Any exposed walls must be screened by plant material to break up expanses of the wall.

Any wall or structure within the Corner Lot Yard Landscape Zone shall not abut a sidewalk or back-of-curb without a five foot (5') minimum landscape buffer.

Refer to the graphic plan-view pictorial of Corner Lot Yard Landscape Zone in Exhibits **5.4.3.5A and 5.4.3.5B.**

5.4.3.6 HOMEOWNER / BUILDER MAINTENANCE

All plant materials shall be installed according to sound nursery practices in a manner designed to encourage vigorous growth. All visible landscape materials and irrigation improvements shall be in place prior to issuance of the final certificate of occupancy.

Homeowners (or builders in case of model complexes) shall be responsible for regular maintenance operations; including but not limited to providing labor, materials, equipment, and incidentals, for litter removal, drain cleaning, adequate seasonally altered watering schedules, fertilizing, pruning, replacing dead or dying plant material, weed abatement, integrated pest management, and mulching for water conservation.

Refer to Homeowner Design Guidelines.

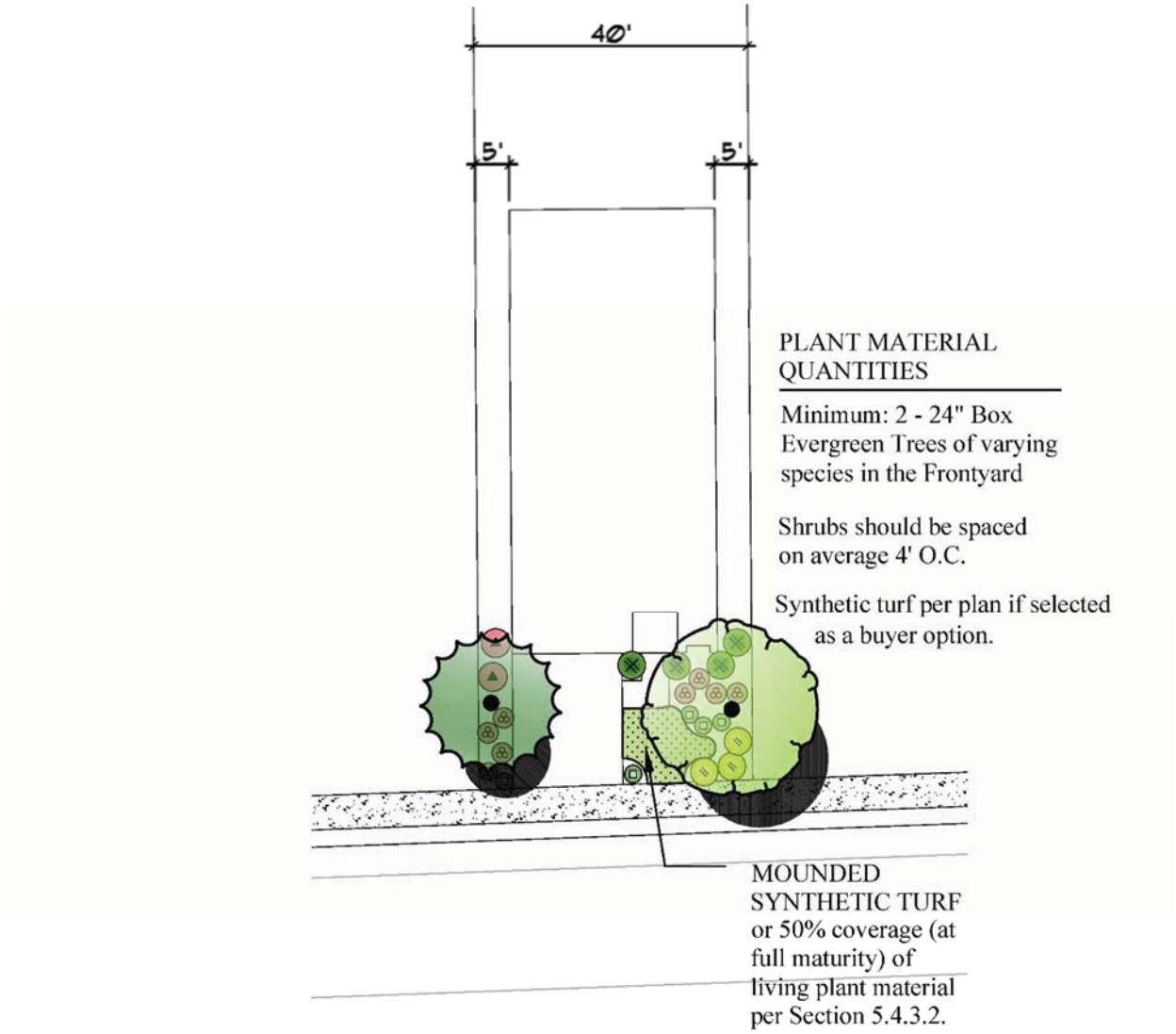


Exhibit 5.4.3.2A Scale: 1"=20'-0"
Neighborhood Typical Front Yard

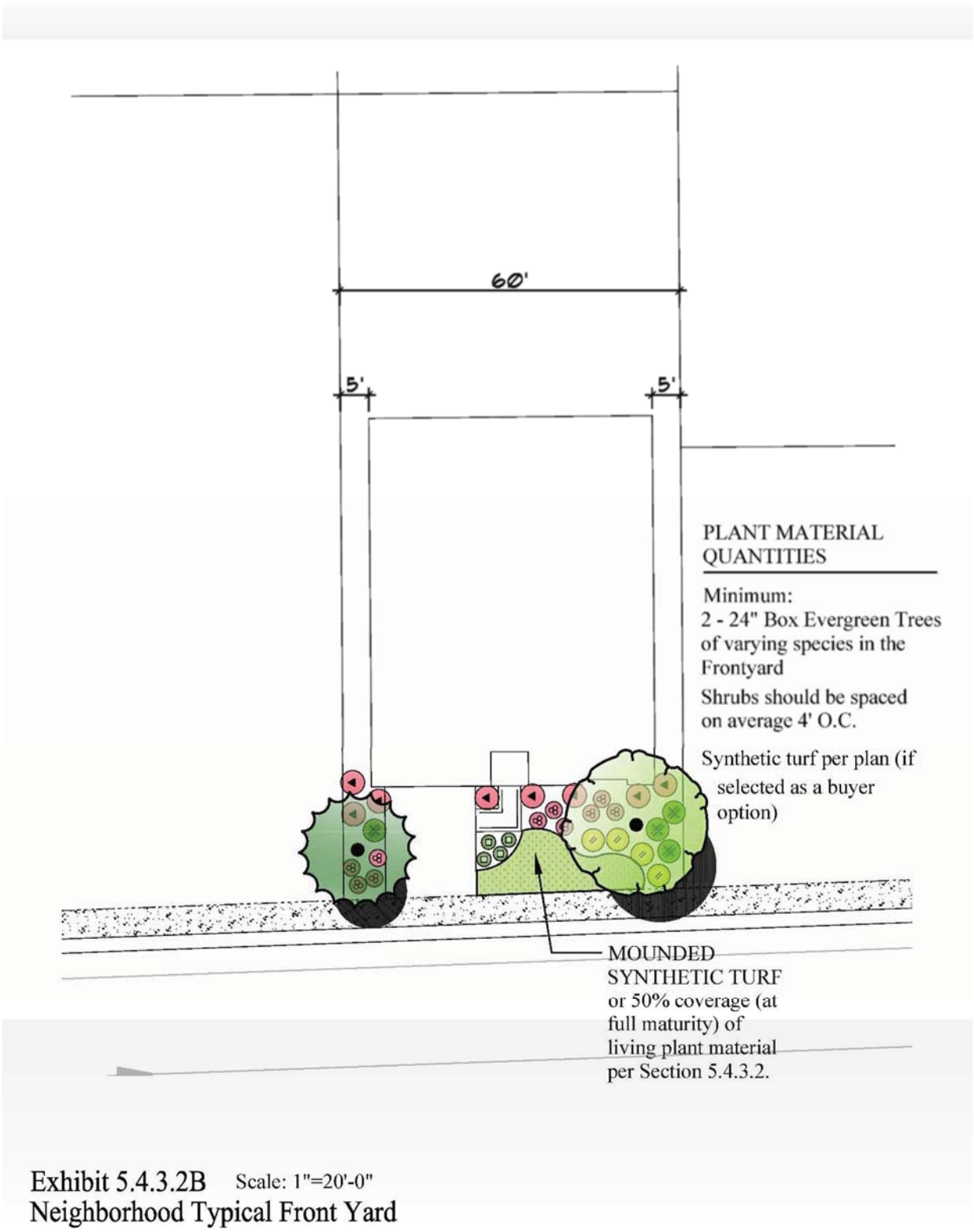


Exhibit 5.4.3.2B Scale: 1"=20'-0"
Neighborhood Typical Front Yard

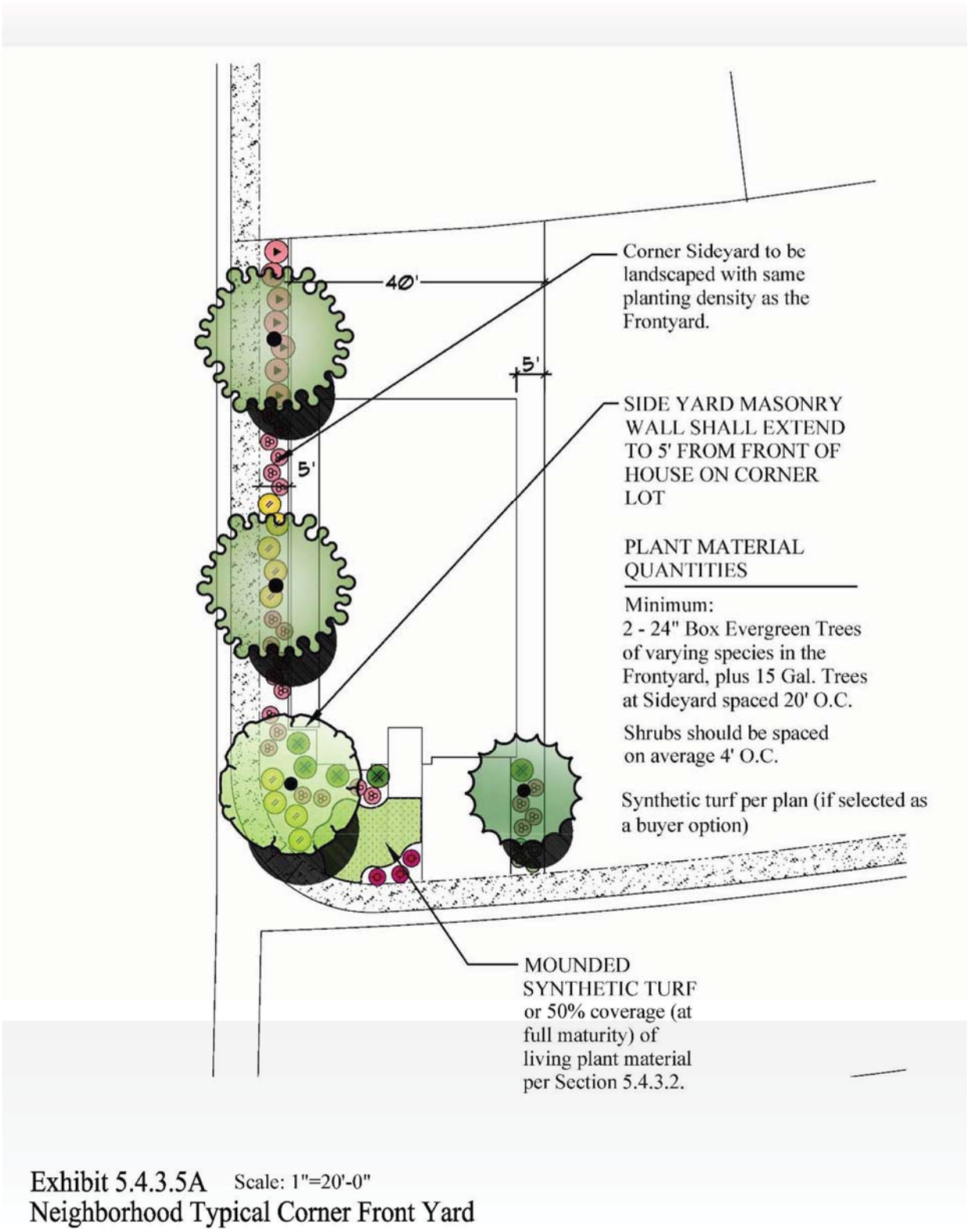


Exhibit 5.4.3.5A Scale: 1"=20'-0"
Neighborhood Typical Corner Front Yard

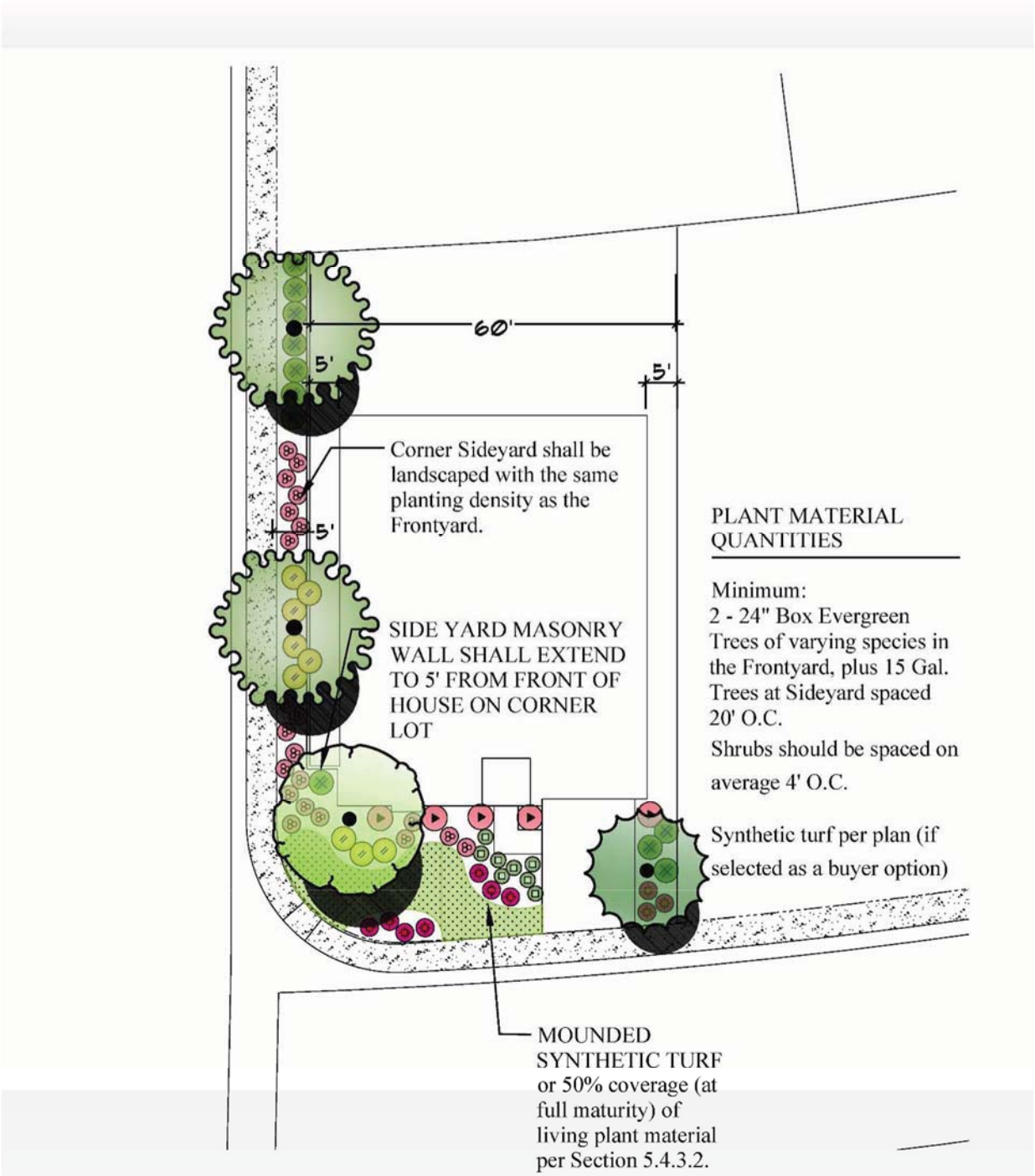


Exhibit 5.4.3.5B Scale: 1"=20'-0"
Neighborhood Typical Corner Front Yard

5.5 NATURE PARKS AND REGIONAL TRAILS

The primary amenity of SKYE HILLS is the 110' wide lineal park that has multiple amenity zones. The park is designed to be the key focal point of the community that links the physical and social environment of SKYE HILLS. There are a series of parkettes (amenity zones) that provide unique passive and active recreation opportunities.

Multi-use trails / pathways shall link residential areas. These trails / pathways shall be shared by pedestrians, strollers, and bicyclists. They provide the opportunity to connect the community-at-large with existing regional trails leading to a broader base of recreation and / or commercial and public facilities.

5.6 LIGHTING

5.6.1 DESIGN OBJECTIVES

Lighting principles shall include, but not be limited to:

+ illuminate roadways and the public realm while achieving safety standards

+ serve as repetitive elements while reinforcing the image, desired style, and brand of SKYE HILLS

Lighting elements shall blend attractively into the environment by day and perform effectively at night to promote a safe, comfortable, and visually engaging condition.

Streetscape and parking lot lighting play a crucial role in enhancing the level of quality and character of the community. Light pole standards shall be uniform in color and style by specific land use. All landscape lighting shall be designed to minimize or avoid spillover to adjacent residential or private outdoor spaces.

All lighting shall be designed and conform to city, state, local utility, and IES standards and illumination requirements.

5.6.2 ROADWAY AND PARKING LOT LIGHTING

Along arterials, frontage avenues, collectors, and public/private streets, illumination shall be at intervals fitting the specific roadway guidelines. Promoting safety, visual continuity, and community identity shall be foremost.

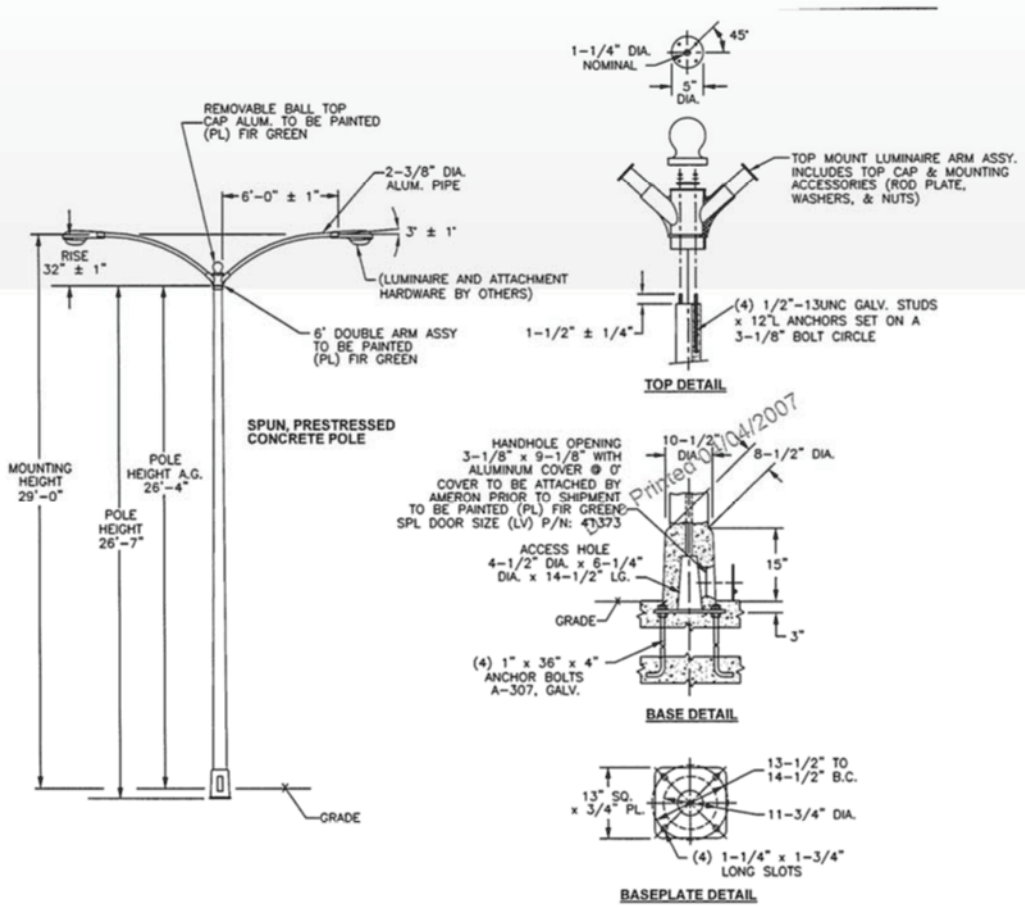
Street lights on the arterial boulevards shall be **per Exhibit 5.6.2**.

Lighting for parking lots and common areas shall be tempered in scale and form. Human scale along with the 'rustic' feel for the brand / image of SKYE HILLS will influence the height and style of standards and fixtures. Illumination shall be subtle, but creative, and shall be encouraged to be expressed in several formats.

Parking lot lighting shall utilize an alternative decorative style, form, and complimentary color to the adjacent street lighting. Control of parking lot illumination shall be coordinated with timers or solar panels to reflect hours or operation and reasonable security requirements for pedestrians.

5.6.3 NATURE PARKS AND REGIONAL TRAILS AMBIANCE

Low-level, bollard-type ambiance lighting along pathways, steps / stairs, and trails will encourage safe pedestrian travel during sunrise and sunset activities. Some more open plaza areas, like trailheads, may need post lighting for safety and security.



Printed 01/04/2007

DECORATIVE BASE- BASEPLATE- ROUND POLE

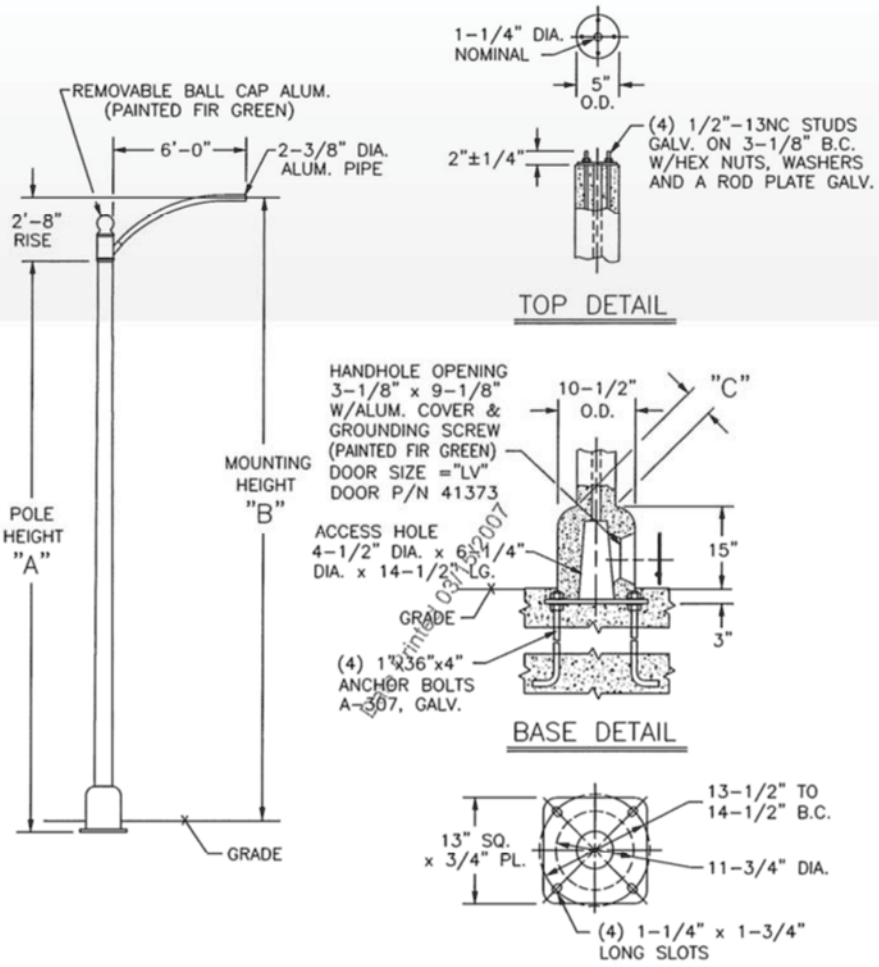
POLE DESIG-NATION	POLE HEIGHT ABOVE GRADE	BUTT DIA. ABOVE BELL	BOLT CIRCLE	ULTIMATE G.L. MOMENT (ft.-lbs.)	WEIGHT (lbs.)
2B226	26'-4"	8-1/2"	14"	17,800	900

( ) POLES REQD' EACH W/6' DOUBLE ALUM. PIPE ARM ASSY. (P/N: 2AP6DVPLA)

NOTES:

1. FINISH: TBD
2. ASTM C-150 TYPE III GRAY CEMENT.
3. f'c @ 28 DAYS = 6,000 PSI, USING SPUN CYLINDER TEST.
4. f'c @ 28 DAYS = 5,000 PSI, USING ASTM C-31 CYLINDER TEST.
5. POLES MANUFACTURED PER ASTM C1089-97 SPECIFICATIONS.
6. ASTM A-36 STEEL BASE PLATE FULLY PRE-STRESSED WITH (4) ASTM A-416 PRESTRESSING CABLES.
7. ORDER ENTRY: SPECIAL DOOR "LV" FOR GROUNDING BOLT.

Exhibit 5.6.2
Roadway Lighting



AMERON CATALOG NUMBER	"A"	"B"	"C"	LUMINAIRE ARM DESIGNATION
2B2-26	26'-7"	29'-0"	8-1/2"	2AP6VPLA

NOTES:

FINISH: TBD

CONCRETE TO BE 6,000 PSI COMPRESSION MINIMUM IN 28 DAYS.

MANUFACTURED TO ASTM C-1089-97.

BASEPLATE ASTM A-36 FULLY PRESTRESSED WITH (4) 5/16" DIA. A-416 WIRES.

ARMS & HANDHOLE COVER PAINTED FIR GREEN, RAL# 6009 (PL).

Exhibit 5.6.2
Roadway Lighting

5.7 LINEAR PARK

In lieu of Developer paying residential construction tax, developer agrees to design and construct (at developer's sole cost and expense) the linear park as depicted on Exhibit 5.3.5. The linear park is generally located along the 110' feet of the eastern boundary of the property and comprised of approximately 15 +/- acres. Developer agrees that the linear park shall contain those amenities and features described in Exhibit 5.3.5 ny proposed modifications shall be subject to an administrative design review by the City, and said approval shall not be reasonably withheld.

Master Developer shall commence design of the linear park prior to issuance of the 250th residential building permit and shall commence construction prior to issuance of the 500th residential building permit and shall be complete within eighteen (18) months of the start of construction.

5.8 IDENTIFICATION SIGNAGE

Identification of streets, trails, residential neighborhoods, and recreation facilities throughout SKYE HILLS may appear in a variety of formats utilizing the designated palette of materials, patterns, and forms. These may include identification, directional, informational, and / or functional signs. Sign materials may be in metal individual signs or metal plagues on battered stone veneer pilasters – each type will display the SKYE HILLS 'logo', subject to Declarant approval.

5.7 UTILITIES

Where possible, traffic signal control boxes, light controller boxes, and other above ground utility structures shall be located out-of-sight, away from any iconic structures, pedestrian pathways or plazas, and / or outside of the right-of-way. Utilities shall be consolidated at central locations, generally inconspicuous to pedestrian view and access.

5.8 PUBLIC REALM GRADING AND DRAINAGE

Planting areas shall be graded at a maximum of 3:1 to facilitate drainage away from buildings and hardscape.

Hardscape areas shall be graded at a minimum of one percent (1%) to facilitate drainage away from buildings, but in accordance with ADA guidelines for access / egress and path-of-travel.

Subsurface drains shall be provided where minimum grades, as described herein, cannot be accommodated or where required by field conditions to prevent ponding or over saturation of surface or subsurface soils.

5.9 PUBLIC REALM IRRIGATION STANDARDS

A permanent underground, automatic irrigation system shall be installed in all landscape areas throughout the public realm areas. Design shall incorporate water saving techniques and equipment and shall meet the requirements of SNWA.

Irrigation design should maximize water efficiency by incorporating hydro-zoning techniques and the use of Remote Irrigation Control Systems (RICS) principles.

Irrigation systems shall be valved separately depending on plant ecosystems and their orientation and exposure to sun, shade, and wind. Systems shall be sensitive to the water requirements of the plant material selected and similar water using plants grouped together.

Systems should be efficiently designed to reduce overspray onto hardscape areas.

Water efficient irrigation systems include pressure-controlled, matched precipitation rate nozzles, separation of irrigation zones by plant water requirements, and use of the newest technology to control the systems. Other considerations include the use of drip emitters, low volume bubblers, pop-up spiders, stream bubblers, and subsurface drip / agricultural micro-irrigation solutions.

In some areas, erosion control measures may need to be implemented to reduce the loss of soil due to the action of water and / or wind in addition to prevent water pollution. Water shall be delivered in sufficient quantities and application / precipitation rates adjusted to compensate for seasonal conditions and plant growth requirements.

Irrigation equipment shall be located and installed to minimize visual impact, but easily reachable by maintenance personnel.

5.10 PUBLIC REALM MAINTENANCE STRATEGY

Maintenance is the care and nurturing of the landscape composition over time. It is regular and continual attention to the aesthetic and tasteful appearance of the prescribed character.

Maintenance involves developing and implementing programs and practices that become the foundation for sustaining the status quo over time. Standards for horticultural practices provide the framework for building a quality, timeless landscape expected at SKYE HILLS.

Adopting control programs which allow for a “least-toxic” treatment plan will minimize negative impacts to not only the environment but residents and guests. Maintenance operations should include but not be limited to providing labor, materials, equipment, and incidentals, for litter removal, drain cleaning, adequate seasonally altered watering schedules, fertilizing, pruning, replacing dead or dying plant material, weed abatement, integrated pest management, and mulching for water conservation.

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SECTION 6

ICONIC MONUMENTS, WALLS AND SIGNAGE GUIDELINES

6.1 ICONIC MONUMENT HIERARCHY

Iconic monuments, gateways, and entry structures will vary in size, scale, and communication, depending on the placement, function, and role in portraying the brand / image of SKYE HILLS. Although the extent and scale may vary with each land use type, individually they will set forth a consistent, homogeneous use of forms, materials, and colors that will impart a consistent visual image within the community-at-large.

6.1.1 PRIMARY / COMMUNITY ENTRIES

Primary / community entries create a clear sense of arrival with a well-positioned monument structure.

Each architecturally significant structure is prominently located with a stone sign wall with board form concrete pilasters and colorful foundation planting. These walls proudly display the SKYE HILLS name and symbol.

Enhanced paving within the crosswalks shall consist of concrete pavers.

Plant materials shall be consistent with the SKYE HILLS Recommended Plant List in Exhibit **5.2**, Declarant project design, and / or other ARC approved species.

6.1.2 SECONDARY / COMMUNITY ARTERIAL ENTRIES

Secondary / community arterial entries / intersections shall be perceived as more pedestrian-oriented crossing experiences. These asymmetrical monuments welcome residents and guests to the community displaying the SKYE HILLS symbol and name. Each monument features a stone sign wall with board form concrete pilaster and colorful foundation planting.

Enhanced paving within the crosswalks shall consist of concrete pavers.
Plant materials shall be consistent with the SKYE HILLS Recommended Plant List in Exhibit **5.2**, Declarant project design, and / or other ARC approved species.

6.1.3 BUILDER EXTERIOR SUBDIVISION RESIDENTIAL ENTRIES

Builder exterior subdivision residential entries shall be perceived as more pedestrian-oriented crossing experiences and shall display the name of the neighborhood. Builder signage and monuments require design review and approval.

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10/27/2020

Each asymmetrical monument shall feature a stone sign wall with board form concrete pilaster and colorful foundation planting.

Enhanced paving within the crosswalks shall consist of concrete unit pavers and / or stamped concrete. Integrally colored and / or stamped concrete patterns are prohibited.

Plant materials shall be consistent with the SKYE HILLS Recommended Plant List in Exhibit **5.2**, Declarant project design, and / or other ARC approved species

6.1.4 BUILDER INTERIOR SUBDIVISION RESIDENTIAL ENTRIES

Tertiary / interior subdivision residential entries will display the name of the neighborhood. The neighborhood name, engraved on granite, mounted on a stone veneer wall next to matching pilasters shall be on a forty-five degree (45°) angle to adjacent subdivision walls. Optional decorative lights mounted on the stone pilasters shall invite residents to their neighborhood. Builder signage and monuments require design review and approval.

Enhanced paving within the crosswalks shall consist of concrete unit pavers and / or stamped concrete. Integrally colored and / or stamped concrete patterns are prohibited.

Plant materials shall be consistent with the SKYE HILLS Recommended Plant List in Exhibit **5.2**, Declarant project design, and / or other ARC approved species

Refer to the graphic plan-view pictorial in Exhibit **6.1.4.**

6.1.5 MONUMENT LIGHTING

Monument lighting, depending on the height of the structure, may be a combination of down-lighting, on-structure lighting, and / or ground level up-lighting.

6.1.6 MARKETING SIGNAGE

All proposed builder signage shall be subject to design review and approval. Submittal of art, along with a map of signage placement shall be provided. When permits are required, the builder shall provide the design review approval letter from the Developer to the City with the permit application.

- Builders may install one (1) 8'x16' (max) post and panel sign per parcel.
- Builders may install flags along the perimeter of the parcel, within the perimeter wall boundary.
- Builders may install 4'x'4 signage within the parcel to identify model complex location and parking.

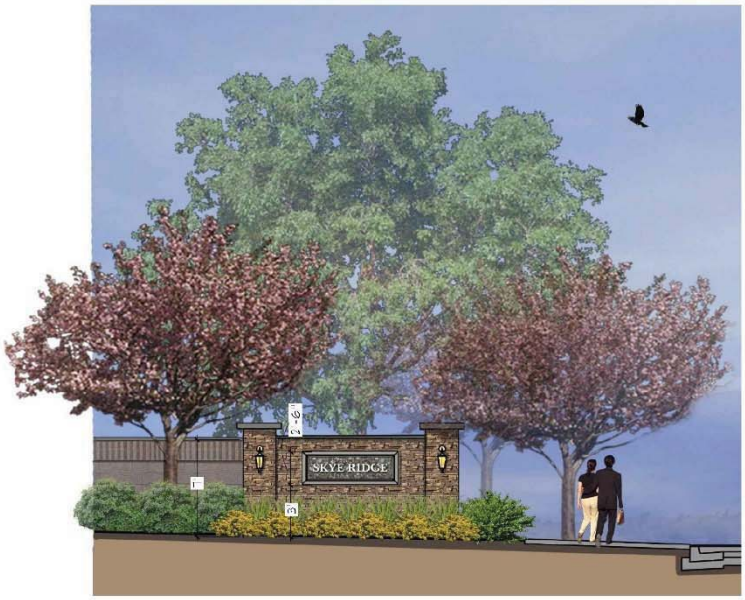
Prohibited:

- Burma-Shave type of signage outside of builder parcel perimeter walls.
- A-Frame signage outside of builder parcel perimeter walls.
- Individual builder signage shall not be permitted in any common area or along streets.

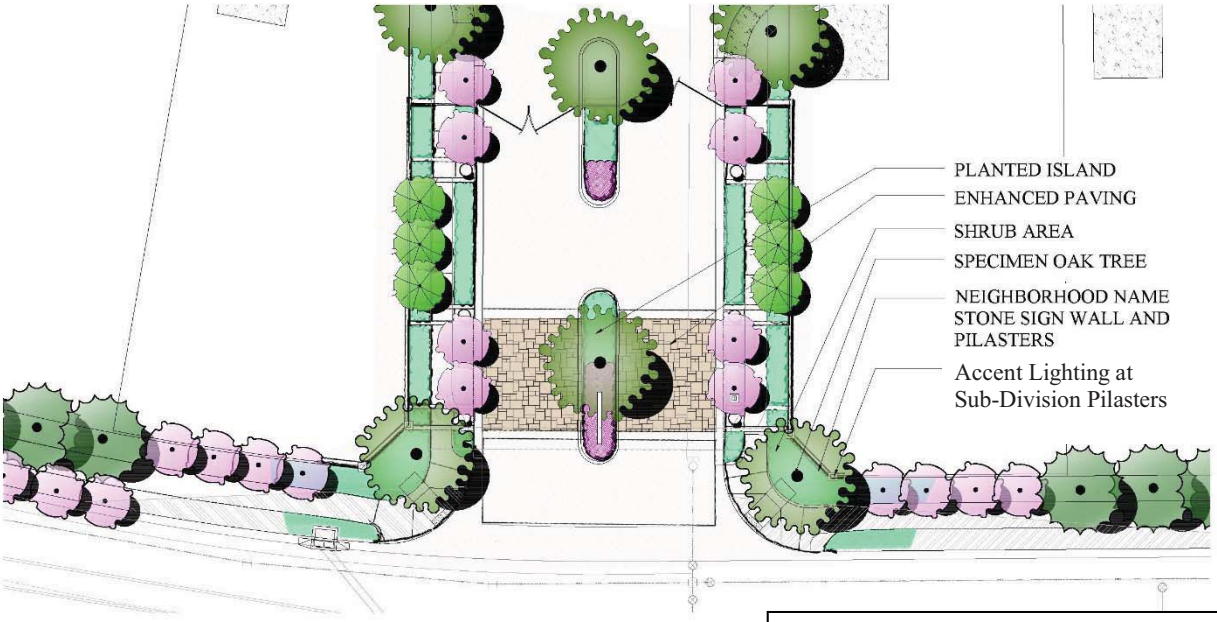
Developer installed marketing directional signage shall consist of 4' wide x 12' tall ladder signs to be installed in common lots or medians. Design shall be similar to following examples:







MONUMENT ELEVATION
N.T.S.



PLAN VIEW
N.T.S.

Builders shall install this entry design. Other designs may be considered, and are subject to ARC review.

Exhibit 6.1.4
Builder Interior Subdivision Residential Entry

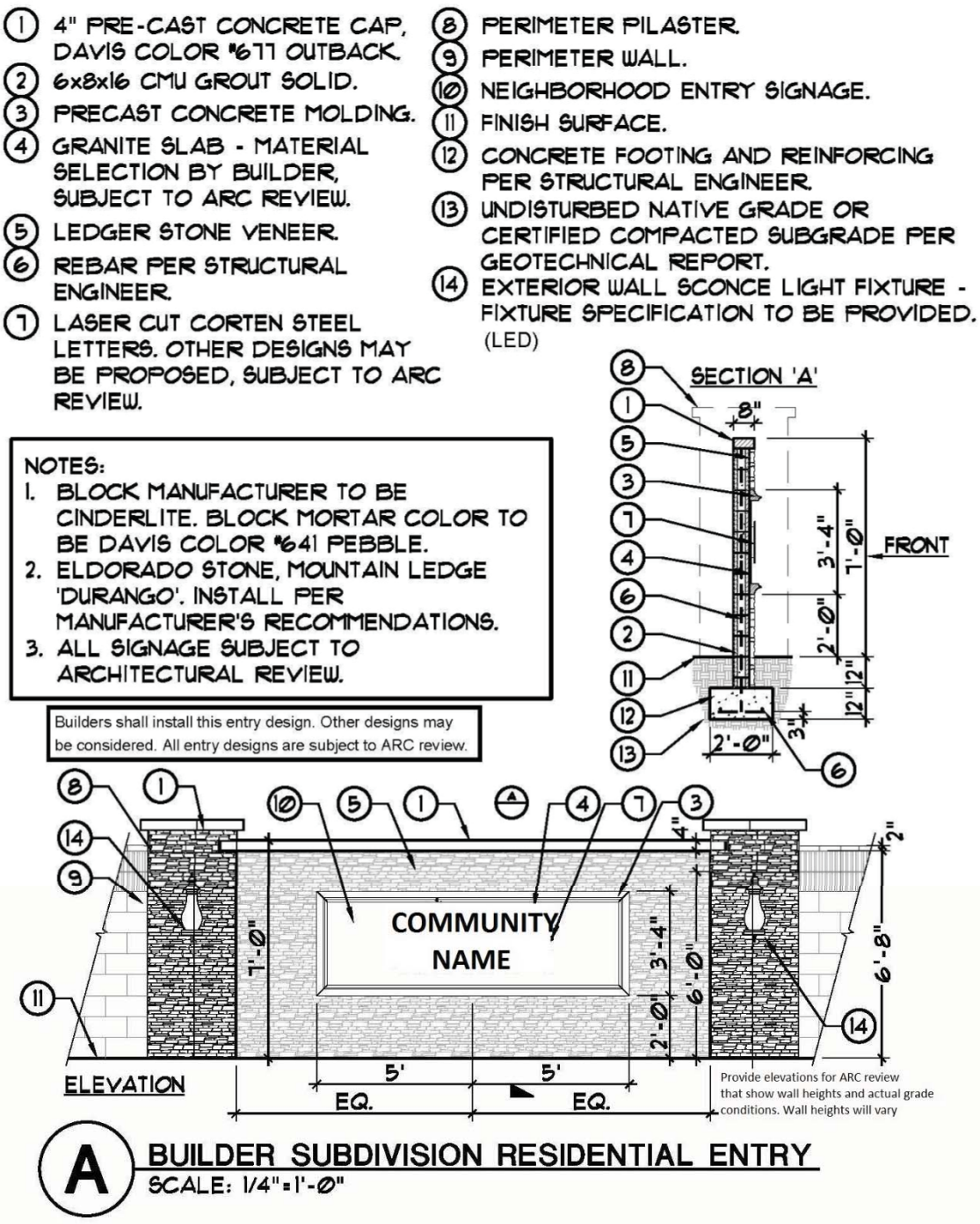


Exhibit 6.1.4B
Builder Subdivision Residential Entry Walls and Pilasters

6.2 BUILDER SUBDIVISION WALLS

6.2.1 SUBDIVISION PERIMETER

Subdivision perimeter walls abutting streets or common areas shall be 1-side split face block with a top header. Color shall be per Declarant.

Subdivision perimeter walls facing private lots shall be smooth precision block with two inch 2" cap) unless visible to the street. In which case the wall shall be double sided split face with double sided fluted block. Color shall be per Declarant.

Any wall abutting an interior street or common area shall be 1-side split face block with a top header. Color shall be per Declarant.

Top header shall be 2 bands of fluted split face block with a two inch (2") cap. Cao shall be flush with Flute. Any sub-division perimeter walls that are abutting common areas of visible to the street on both sides, shall be double sided split face with double sided flutes. Color shall be per Declarant.

Refer to the graphic pictorials in Exhibits **6.2.1B through 6.2.1G.** Refer to **Exhibit 6.2.1H** for stepped wall conditions. Refer to **Exhibits 6.2.4 and 6.2.5** for stepped wall conditions at parcel interiors.

6.2.2 BETWEEN HOMES and INTERIOR PARCEL WALLS

Walls separating lots shall be 6' high, split face block. Wall color shall match color of common area walls. Waterproof material shall be applied to wall as applicable. These walls shall not extend above the height of any Subdivision Perimeter Wall. Refer to the graphic pictorial in Exhibit **6.2.2.** Refer to **Exhibits 6.2.4 and 6.2.5** for stepped wall conditions at parcel interiors.

- Prohibited: Vinyl Fencing

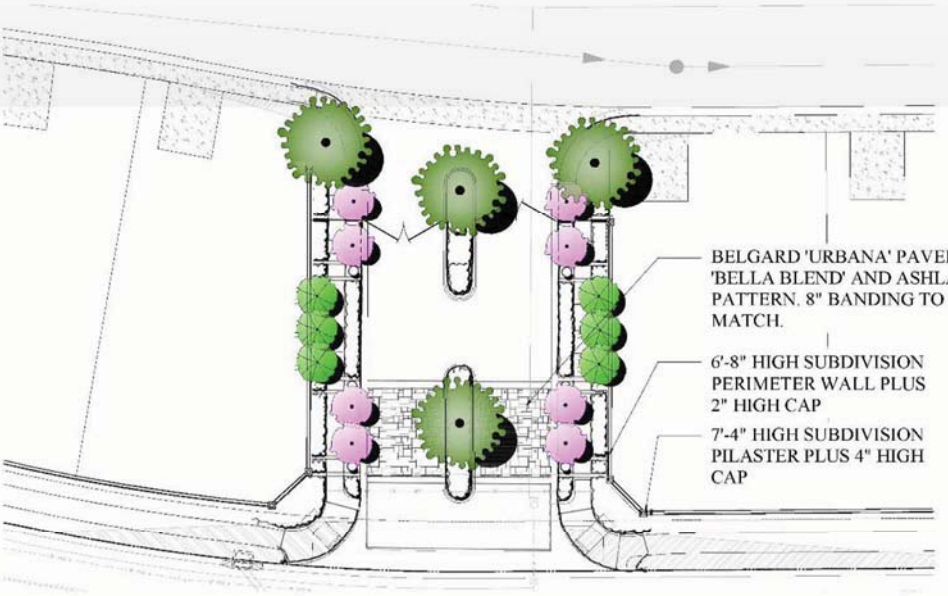
6.2.3 SHEEP MOUNTAIN PARKWAY PERIMETER WALLS

Walls adjacent to Sheep Mountain Parkway within any zoning district are permitted to have retaining wall heights up to 8' and screen walls up to 8', for an overall height of 16'. Said walls are similar in nature to any perimeter wall within the Community and as such, the property owner is responsible for the maintenance of the portion of the wall on their side, and the side facing Sheep Mountain Parkway will be the responsibility of SKYE HILLS Neighborhood Community Area (or successor and assigns).

6.2.4 VIEW FENCE

Homes abutting Paseos, Trails, and Parks shall be wrought iron view fencing. Refer to the graphic pictorial in Exhibit **6.2.3B.**

BUILDER SUBDIVISION PERIMETER WALL



LEGEND

SYMBOL	TYPE
═══	SUBDIVISION PERIMETER WALL
⊏	SUBDIVISION PILASTER

SUBDIVISION PERIMETER WALL AND PILASTER (ABUTTING STREETS AND COMMON AREAS)

SEE EXHIBIT 6.2.1C AND 6.2.1D FOR DETAIL



CORNER/PRIVATE LOT CONDITION

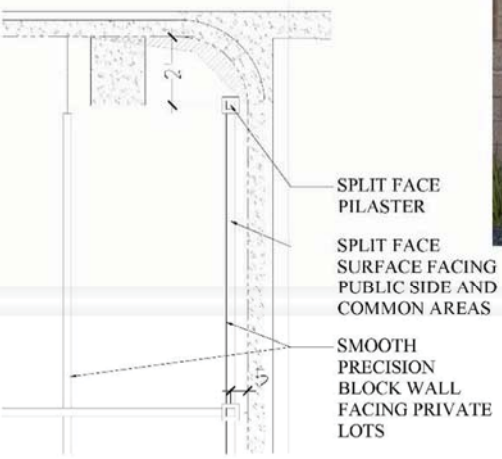
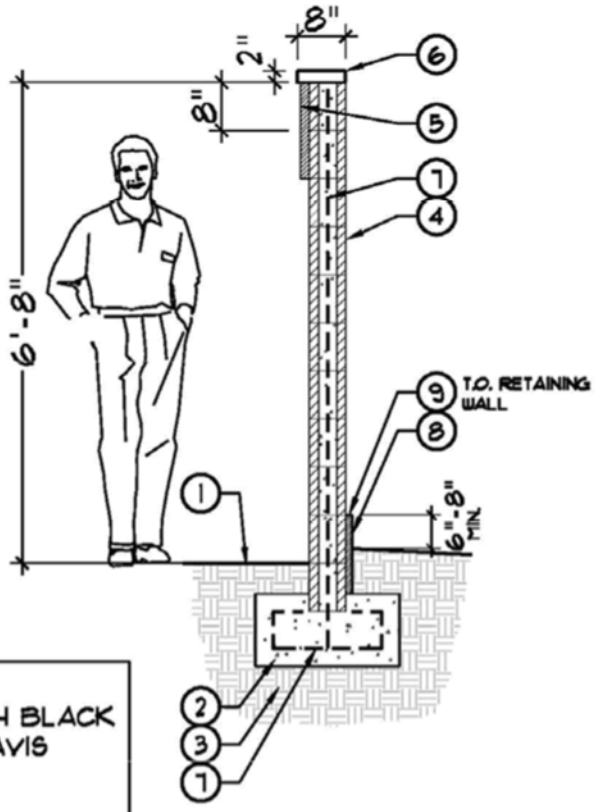


Exhibit 6.2.1B
Builder Subdivision Perimeter Wall

1. FINISH GRADE
2. CONCRETE FOOTING AND REINFORCING PER STRUCTURAL ENGINEER
3. COMPACTED SUBGRADE PER GEOTECHNICAL REPORT.
4. 6x8x16 SPLITFACE BLOCK WALL - EXTERIOR IS SPLIT FACE, INTERIOR IS SMOOTH
5. 8x8x16 SPLITFACE 1-SIDE, 4-SCORE FLUTED TOP COURSE (2)
6. 8x2x16 SMOOTH PRECISION CAP
7. REBAR PER STRUCTURAL ENGINEER
8. DELTA WATER PROOFING OR EQUAL AT ADJACENT FINISH GRADE (HEIGHT TO TOP OF RETAINING WALL, TYP.)
9. TOP OF RETAINING WALL TO BE 6"-8" MINIMUM ABOVE FINISH GRADE



NOTE:
1. COLOR SHALL BE TAN SPLIT FACE WITH BLACK CINDERS. MORTAR COLOR SHALL BE DAVIS COLOR #641. BLOCK AVAILABLE FROM CINDERLITE.
2. SPLIT FACE TO FACE ABUTTING STREET OR COMMON AREA

Double Sided Flutes and Split Face at all perimeter walls visible to streets and Open Space.

A 6'-8" HIGH SPLIT FACE PERIMETER WALL
SCALE: 1/2"=1'-0"

Exhibit 6.2.1C
Builder Subdivision Perimeter Wall

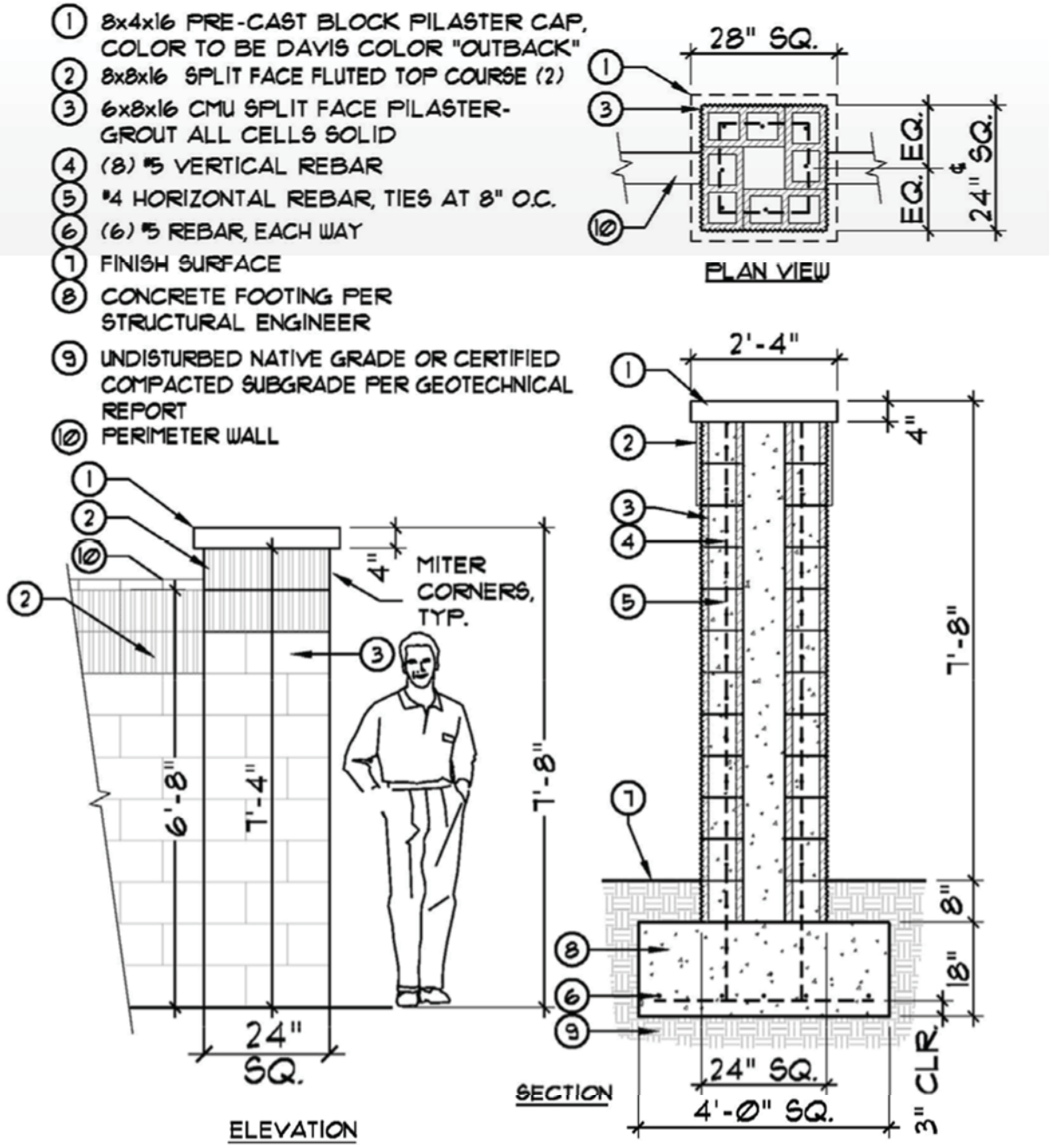


Exhibit 6.2.1D
Builder Subdivision Perimeter Pilasters

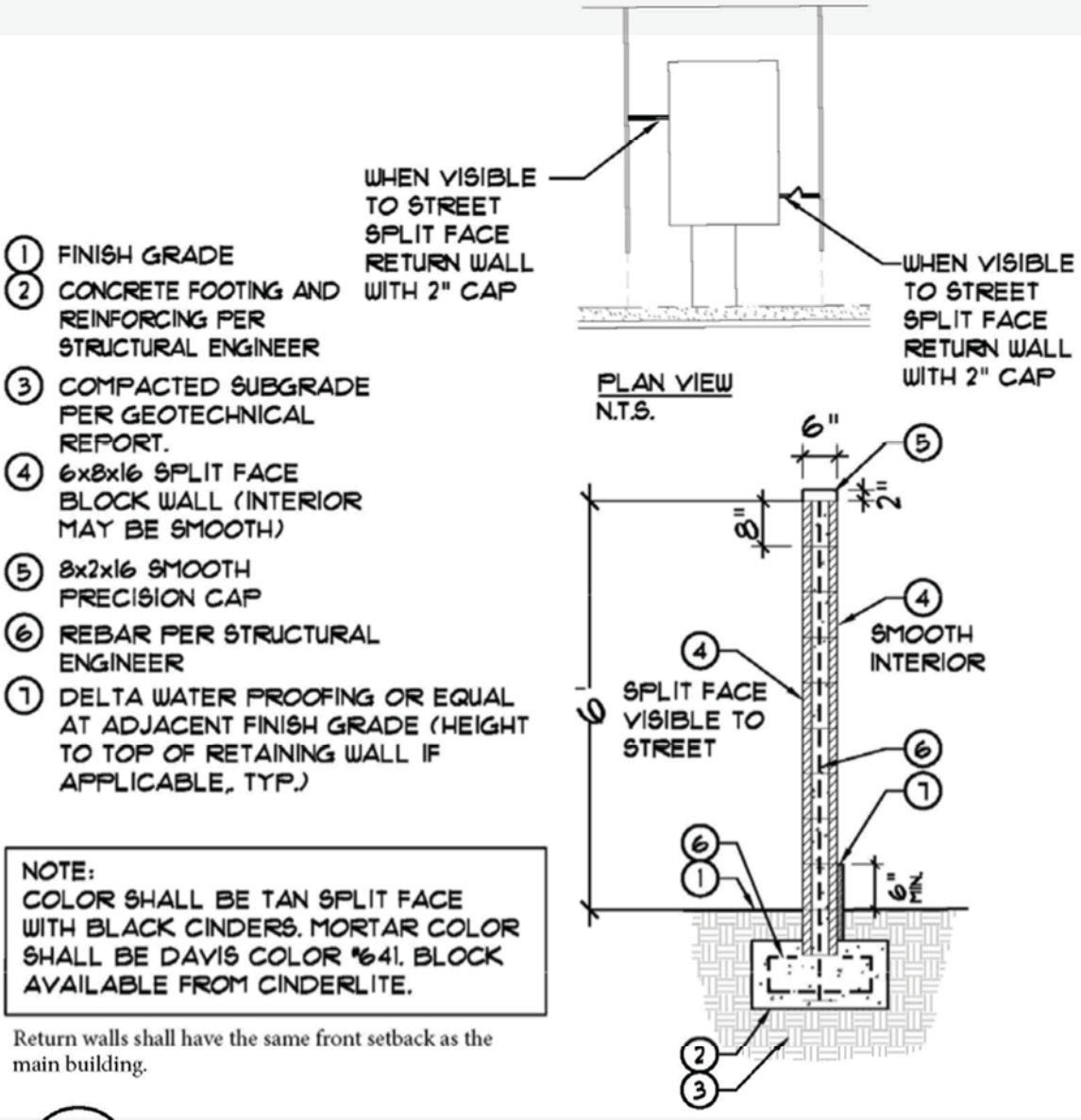
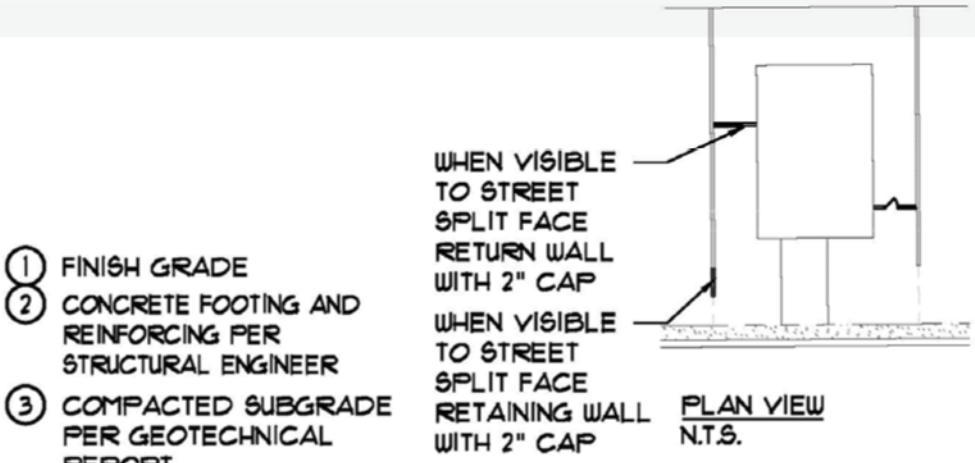
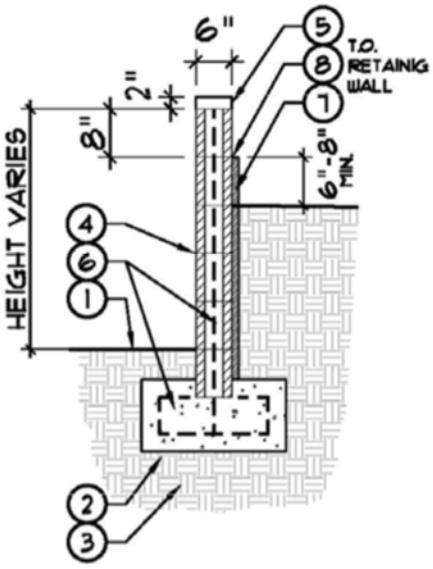


Exhibit 6.2.1E
Return Walls Visible to Street



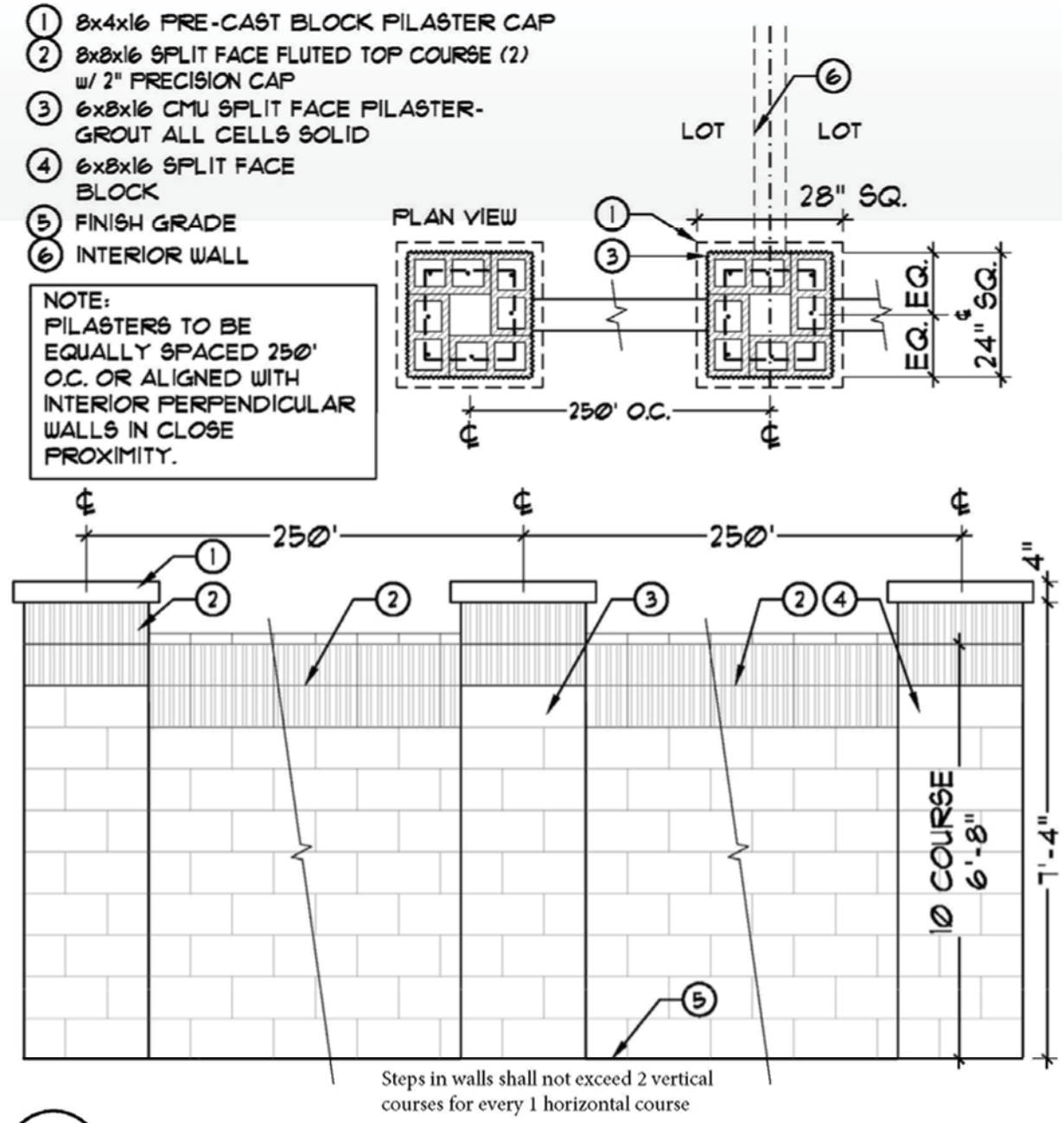
1. FINISH GRADE
2. CONCRETE FOOTING AND REINFORCING PER STRUCTURAL ENGINEER
3. COMPACTED SUBGRADE PER GEOTECHNICAL REPORT.
4. 6x8x16 SPLIT FACE BLOCK WALL (INTERIOR MAY BE SMOOTH)
5. 8x2x16 SMOOTH PRECISION CAP
6. REBAR PER STRUCTURAL ENGINEER
7. DELTA WATER PROOFING OR EQUAL AT ADJACENT FINISH GRADE (HEIGHT TO TOP OF RETAINING WALL, TYP.)
8. TOP OF RETAINING WALL TO BE 6"-8" MINIMUM ABOVE FINISH GRADE

NOTE:
COLOR SHALL BE TAN SPLIT FACE WITH BLACK CINDERS. MORTAR COLOR SHALL BE DAVIS COLOR #641. BLOCK AVAILABLE FROM CINDERLITE.



A LOW SPLIT FACE RETAINING WALL
SCALE: 1/2"=1'-0"

Exhibit 6.2.1F
Retaining Walls Visible to Street



A TYPICAL PERIMETER WALL AND PILASTERS
SCALE: 1/2"=1'-0"

Exhibit 6.2.1 G
Builder Subdivision Perimeter Pilasters

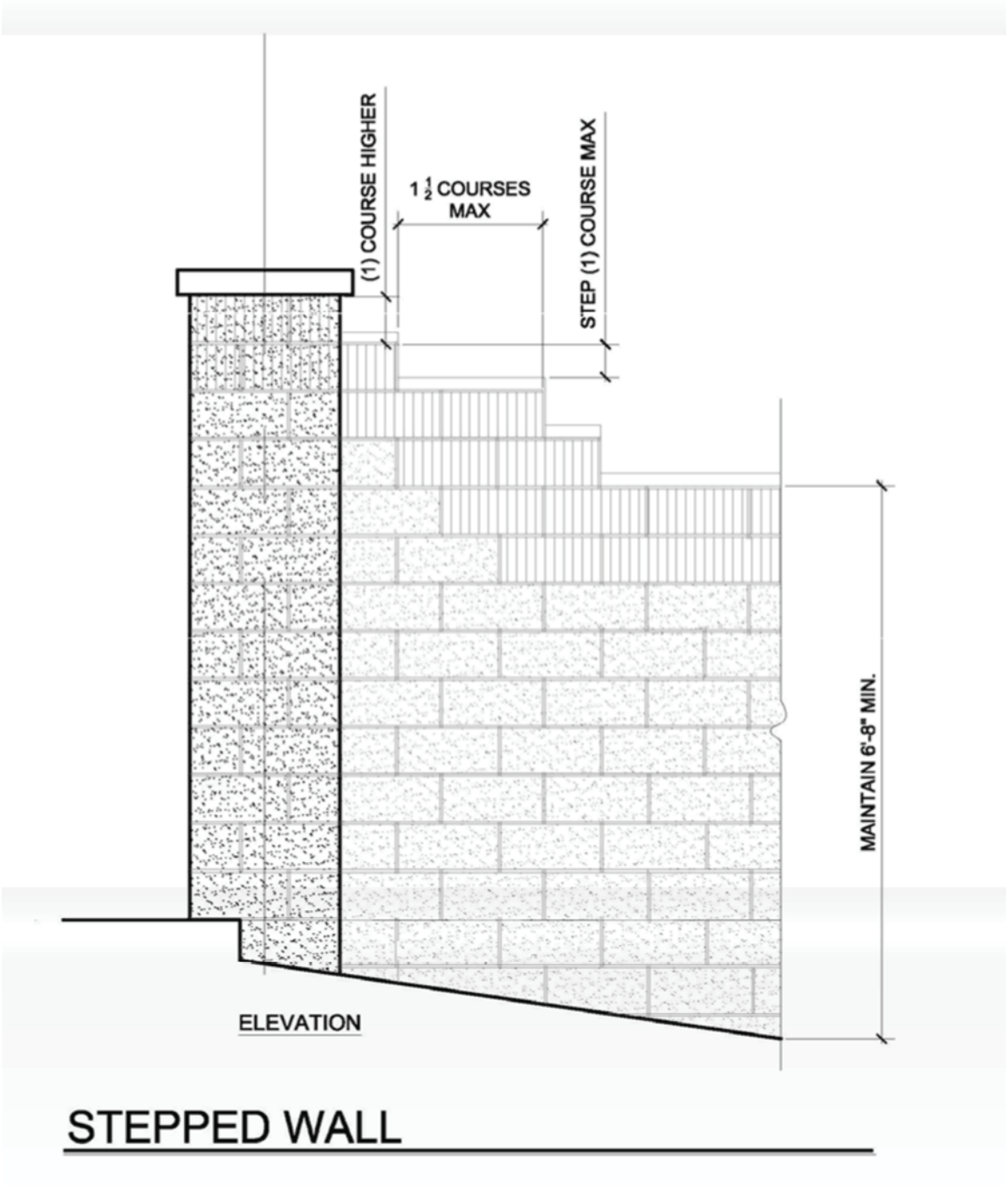
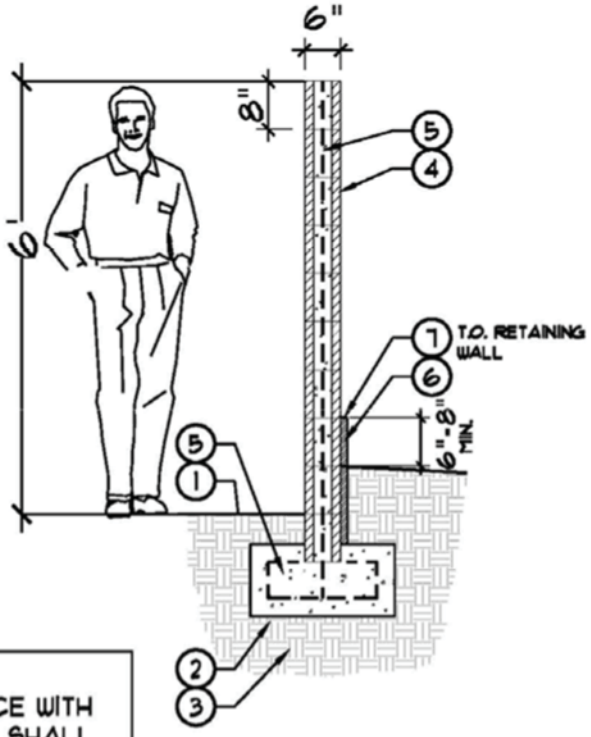


EXHIBIT 6.2.1H
SUBDIVISION PERIMETER STEPPED WALL

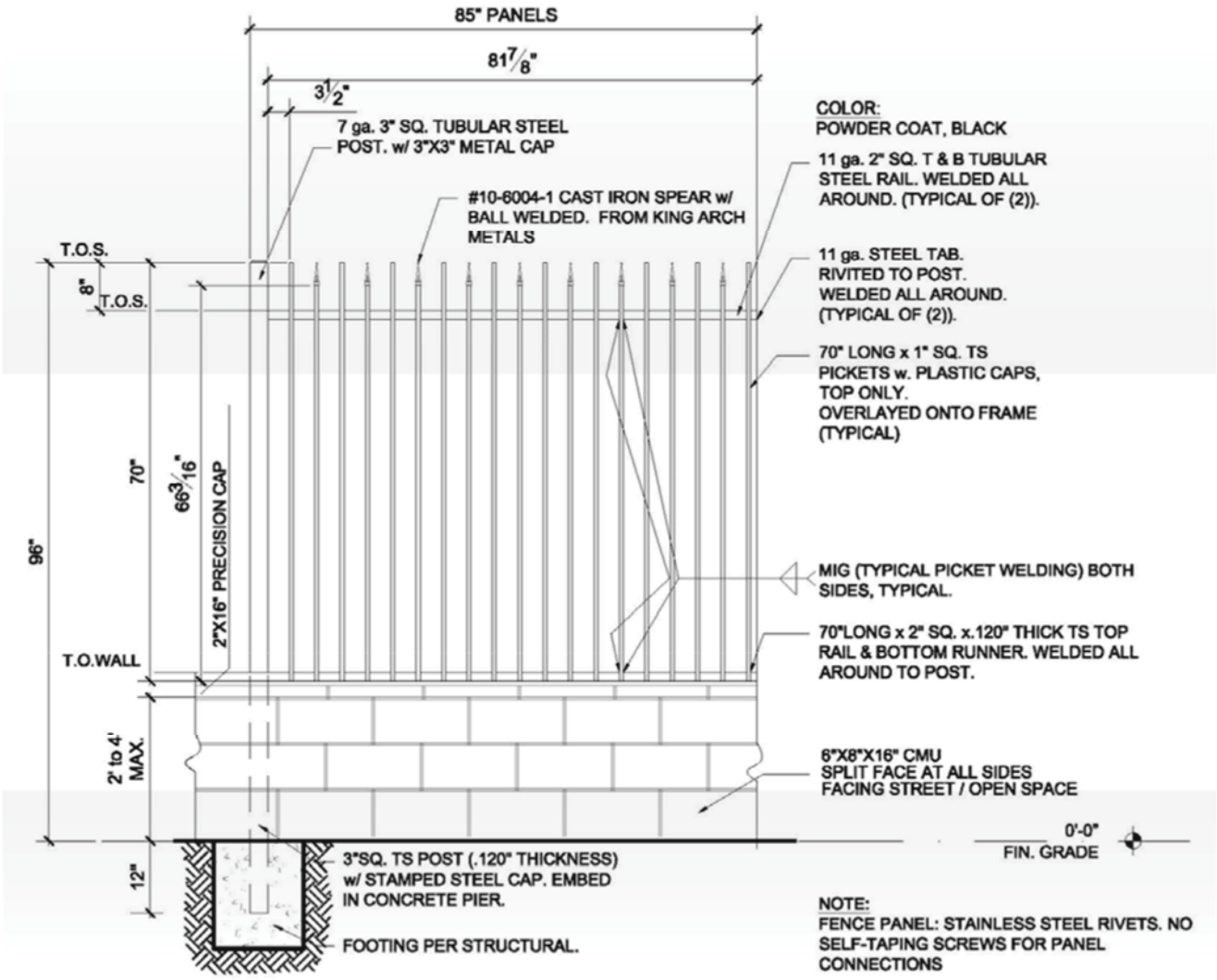
1. FINISH GRADE
2. CONCRETE FOOTING AND REINFORCING PER STRUCTURAL ENGINEER
3. COMPACTED SUBGRADE PER GEOTECHNICAL REPORT.
4. 6x8x16 SMOOTH PRECISION BLOCK WALL
5. REBAR PER STRUCTURAL ENGINEER
6. DELTA WATER PROOFING OR EQUAL AT ADJACENT FINISH GRADE (HEIGHT TO TOP OF RETAINING WALL, TYP.)
7. TOP OF RETAINING WALL TO BE 6"-8" MINIMUM ABOVE FINISH GRADE



NOTE:
1. COLOR SHALL BE TAN SPLIT FACE WITH BLACK CINDERS. MORTAR COLOR SHALL BE DAVIS COLOR #641. BLOCK AVAILABLE FROM CINDERLITE.
2. SPLIT FACE TO FACE ABUTTING STREET OR COMMON AREA

A 6' HIGH PRECISION BLOCK INTERIOR WALL
SCALE: 1/2"=1'-0"

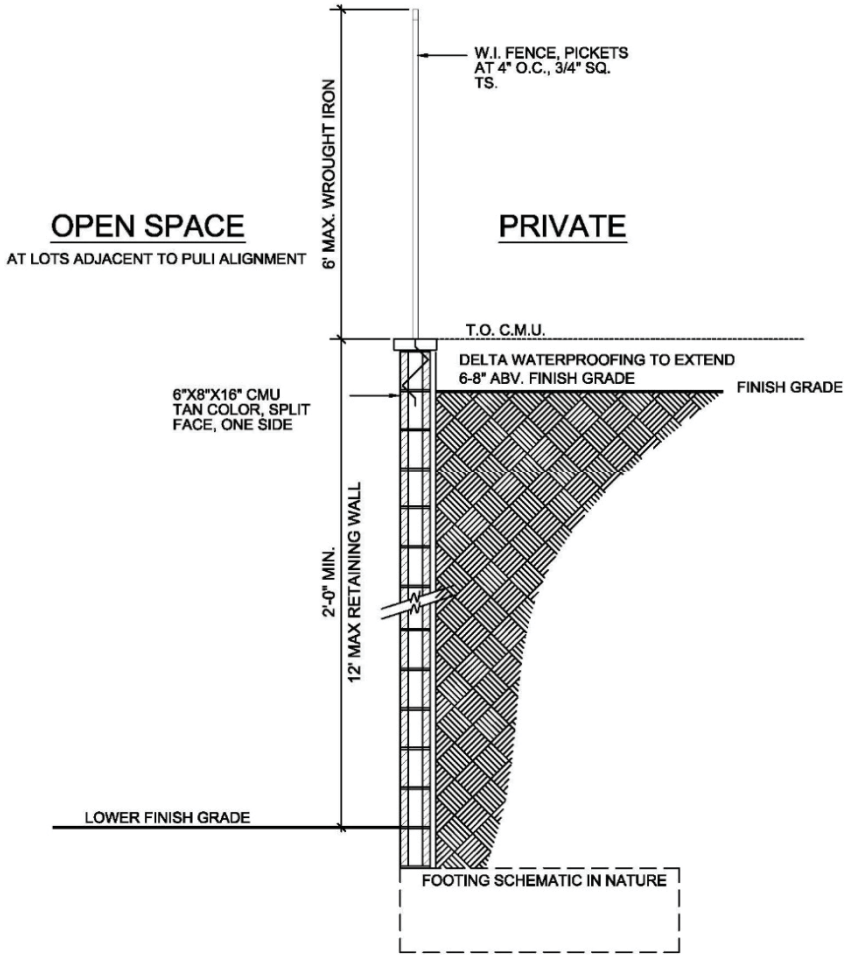
Exhibit 6.2.2
Between Homes Interior Walls



2" PRECISION CAP ON BLOCK WALL.

EXHIBIT 6.2.3A
VIEW FENCE AT OPEN SPACE
(Refer to EXHIBIT 6.2.3B for fence at Puli Alignment)

VIEW FENCE AT OPEN SPACE AT PULI ALIGNMENT



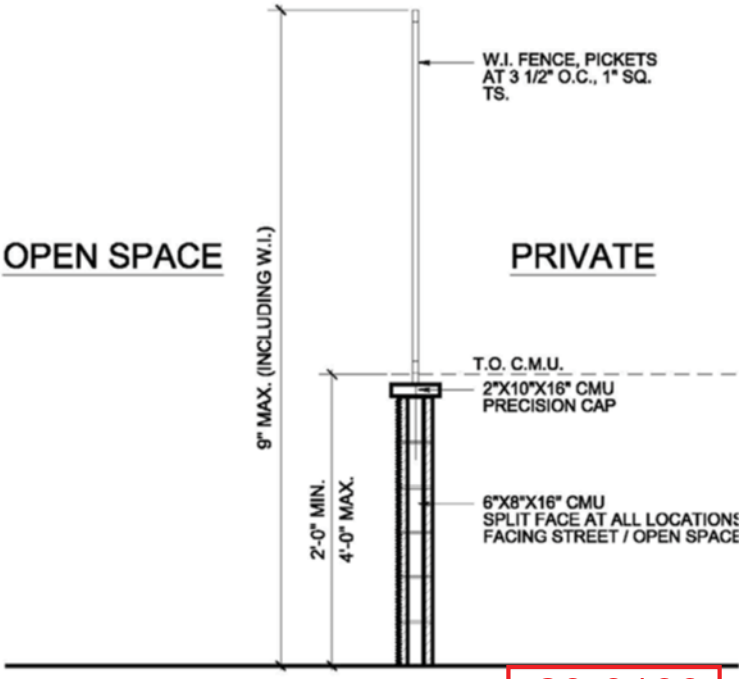


EXHIBIT 6.2.3B
VIEW FENCE AT OPEN SPACE

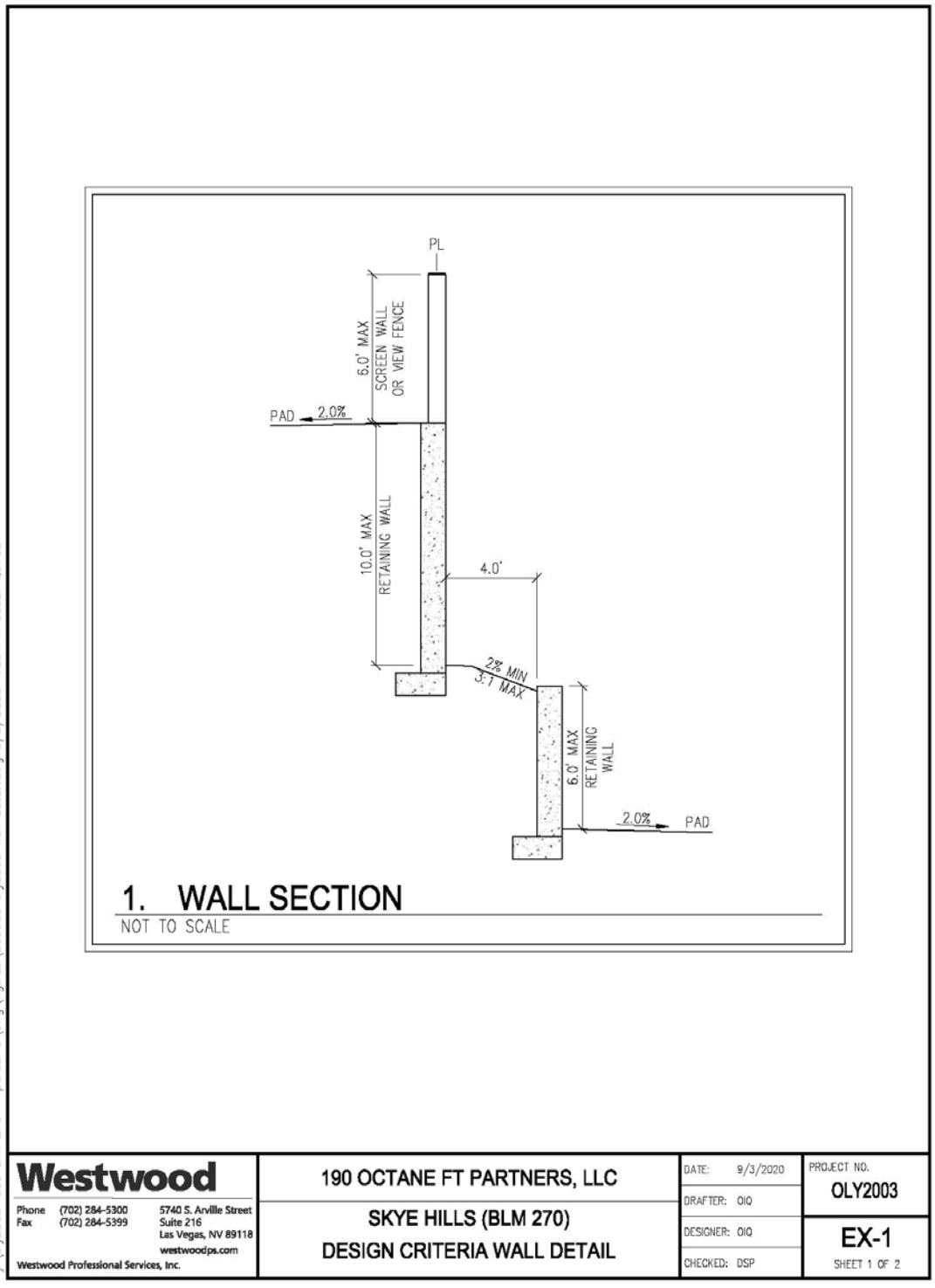


EXHIBIT 6.2.4
SUBDIVISION STEPPED WALL AT PARCEL INTERIORS

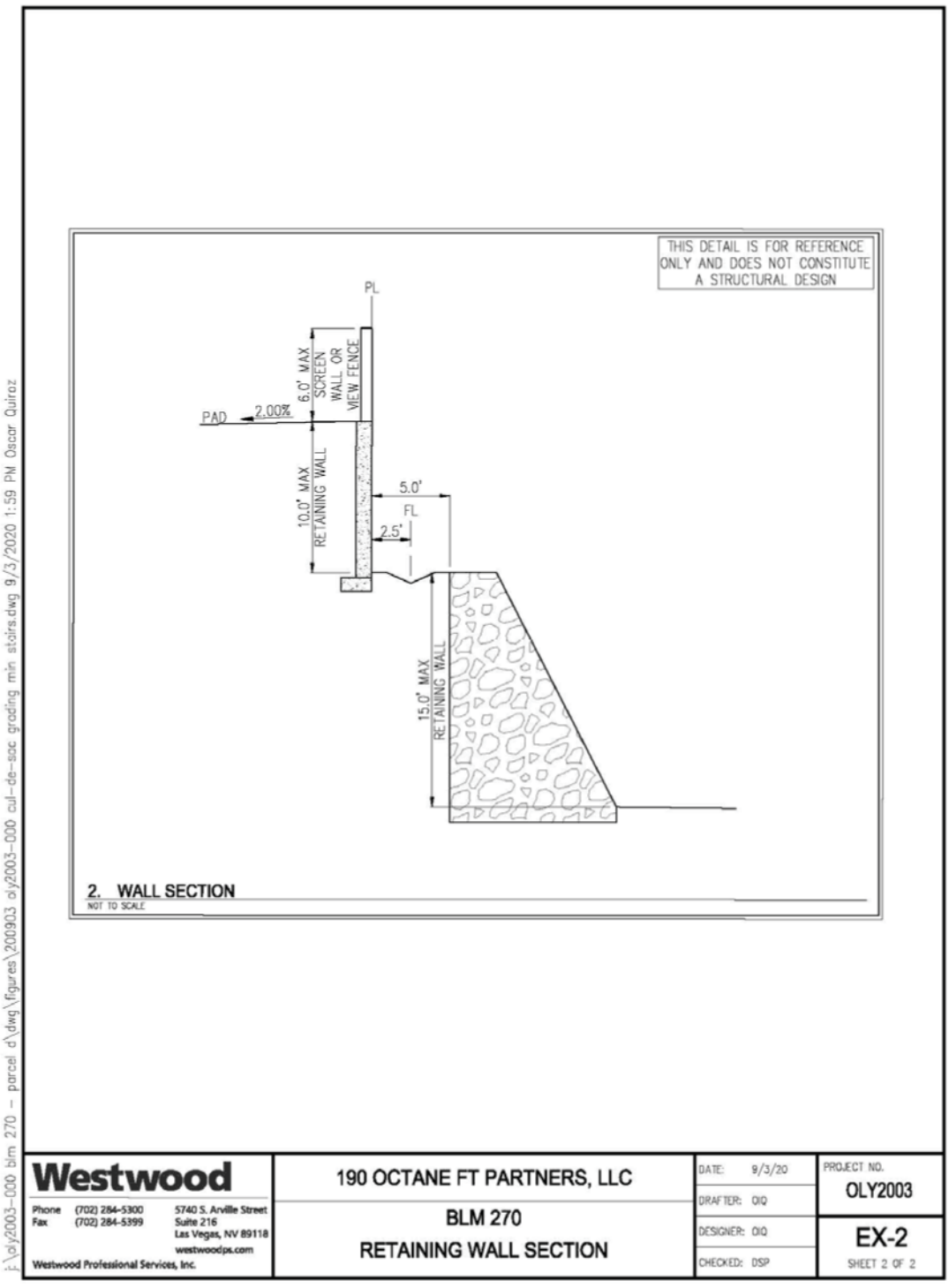


EXHIBIT 6.2.5
SUBDIVISION STEPPED WALL AT PARCEL INTERIORS

SECTION 7

COLOR DESIGN GUIDELINES

7.1 NUMBER OF COLOR SCHEMES

Each single-family product line shall have at least four color schemes per elevation style. Color schemes shall vary between product lines.

Each single-family attached neighborhood shall have at least three color schemes for each elevation style.

Non-residential uses are subject to ARC Review & Approval, and must be compatible with these guidelines.

7.2 BUILDING COLORS

Unless otherwise noted in the architectural checklists per style, each color scheme for building elevations shall consist of at least four different colors:

- Primary Base Color
  Stucco, masonry, or siding on primary wall surfaces

- Secondary Base Color and Fascias
  Stucco, masonry, or siding on primary wall surfaces and fascias

- Trim Color
  Window and door trim

- Accent Color
  Entry doors, shutters and iron

Color and material blocking should be incorporated into the preliminary architectural design so that thoughtful color use is integrated with the architecture and logical color termination points are identified early on.

Color changes should occur at inside corners only.

Generally, the color of garage doors should not unduly contrast with the primary base color of the house or building.

Any field color used at the base of the building shall continue down to the finish grade.

Likewise, where masonry is used at the base of the building, the visible wall surface below the level of the weep screed, shall be painted a color that closely matches the masonry color directly above.

7.3 ROOF COLORS

Blended roof colors are encouraged.

Single-family detached neighborhoods shall have at least four individual roof colors.

Single-family attached and Multi-family neighborhoods shall have at least three individual roof colors.

7.4 COLOR PLOTTING CRITERIA

The two houses on either side of a specific lot and the three lots across from it must use different color schemes.

SECTION 8

DESIGN REVIEW

8.1 INTRODUCTION

The Declarant shall administer all project submittals and approvals for development within SKYE HILLS with regard to the implementation of the Design Guidelines. The procedure described below shall be used to administer the implementation process.

As an expression of the Declarant's vision for SKYE HILLS, the Design Guidelines are intended to provide builders, architects, civil engineers, and others an overall direction in the design process. The criteria contained within the Design Guidelines provides examples of ways in which the vision can be achieved, however, the Declarant strongly encourages creativity, innovation, and variety throughout SKYE HILLS. Builders may propose other design solutions to project development, as long as the overall intent of the community vision and Design Guidelines is achieved.

All project submittals, whether designed in strict accordance with the design criteria contained herein or with other design solutions not specifically addressed in the Design Guidelines, will be reviewed by the Declarant to ensure that all projects achieve the goals and objectives of the Declarant's vision as expressed throughout the Design Guidelines document.

8.2 IMPROVEMENTS REQUIRING REVIEW

All parcel improvements by the builder will require review and approval by the Declarant. Improvements requiring review include but are not limited to residential product including new construction, landscape, signage, and amenities such as parks, open play areas or community facilities and ancillary structures.

Non-residential uses are subject to ARC Review & Approval and must be compatible with these guidelines.

8.3 ARCHITECTURAL REVIEW COMMITTEE

The Declarant shall establish an Architectural Review Committee (ARC) to review each project submittal. The ARC shall consist of representatives from the Declarant along with an architectural consultant, landscape consultant, and civil engineering consultant. In addition, the ARC may consult with other professional advisors as deemed appropriate. Projects for design review shall be submitted to the Architectural Review Committee at the address listed below. Complete submissions are required in order for the ARC to make an expeditious review.

ARCHITECTURAL REVIEW COMMITTEE
High Octane
11411 SOUTHERN HIGHLANDS PARKWAY, SUITE 300
LAS VEGAS, NV 89141

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8.4 SUBMITTAL REQUIREMENTS

The following items are required for submittal of production residential development plans prior to submittal to the City of Las Vegas. All submittal documents shall be submitted to the ARC in a pdf electronic file format. Autocad drawings may be requested by the ARC for more detailed review, as necessary.

Preliminary Concept Site Plan (Per Production Neighborhood)

The purpose of this submittal is to ensure that the overall concept of the neighborhood design, particularly regarding the layout of proposed streets and lots, is consistent with the intent of the design guidelines ***before*** the builder begins preparation of tentative tract maps. The following are required elements of the Preliminary Concept Site Plan submittal:

- Conceptual street layout
- Conceptual lot layout
- Proposed pedestrian connections
- Adjacent streets and open space

Detailed Development Plan (Per Production Phase)

- Proposed street locations and dimensions
- Proposed lot lines and dimensions
- Proposed pedestrian connections
- Building footprints (Model and elevation must be specified)
- Driveway and/or alley placement
- Wall Plans
- Wall and Fence locations and heights
- Adjacent street(s) and open space
- Lot Fit

Architectural Plans

- Floor plans with dimensions
- Elevations for all four sides with dimensions. Material call-outs and depth of recesses or pop-outs should be identified
- Floor area calculations including 1st floor living area, 2nd floor living area, and garage square footage
- Typical lot for each floor plan indicating building footprint, setback requirements, driveway locations, and sidewalk locations.

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10/27/2020

Material and Color Package (Maximum Size of Board(s): 11" x 17")

- Noted or color coded elevations
- Primary stucco color(s) (Actual paint chip)
- Secondary stucco color(s) (Actual paint chip)
- Accent and trim colors (Actual paint chip)
- Accent material samples (Stone, Brick, Etc.) (Manufacturer's printed picture)
- Roof tile (Actual material and color sample)

Landscape Plan

- Model complex landscaping
- Street tree species, size and location celebratory
- Neighborhood entries
- Planting and fencing details
- Marketing / community signage
- Monumentation
- Common open space landscape

8.5 PLAN CHECK FEES

The following plan check fees shall apply to the design review process:

- Preliminary Concept Site Plan: $No fee
- Initial Full Submittal including: $No fee
- Detailed Development Plan
- Architectural Plans
- Material and Color Sample Board
- Landscape Plan
- Subsequent Submittals (if necessary): $1,000 per submittal

Upon review of the submittal, additional fees may be required to cover expenses incurred by the ARC. The plan check fee shall be submitted to the following:

High Octane
11411 SOUTHERN HIGHLANDS PARKWAY, SUITE 300
LAS VEGAS, NV 89141

8.6 DESIGN REVIEW AND APPROVAL PROCESS

The Architectural Review Committee (ARC), established by the Declarant, shall review each project submittal. Within 30 business days of receipt of a complete submittal, the ARC shall recommend ***"approved", "approved with conditions",*** **or** ***"denied"***. Failure to approve is denial. The ARC shall summarize its finding in a written response letter to the Declarant. The Declarant shall make the final decision regarding approval of the submittal.

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The ARC shall review each submission for the design's commitment to overall community development and adherence to these Design Guidelines. The ARC is not responsible for the review of submissions to determine conformance to any applicable codes and standards established by public agencies.

Submittals that are "Approved" by the ARC may then be submitted to the City of Las Vegas, if required. Submittals that are "Approved with Conditions" or "Denied" shall be revised as necessary and re-submitted to the ARC for approval. All submittals must be approved by the ARC prior to submission to the City of Las Vegas or other public agencies.

8.7 ADMINISTRATION

8.7.1 AMENDMENT

The Design Guidelines may be amended from time to time by the Declarant.

8.7.2 PREVALENCE OF DECLARATION

In the event of any conflict between the provisions of the Design Guidelines and the Master CC&Rs for SKYE HILLS, the most restrictive shall prevail.

8.7.3 MISCELLANEOUS

All items submitted during the review process shall become the property of the Declarant. Changes to the approved plans shall be re-submitted to the ARC for approval and shall clearly identify the revision(s).

8.7.4 PROSECUTION OF WORK AFTER APPROVAL

After approval of the final plans by the Declarant, the construction, alteration or other work described therein shall be commenced and completed in accordance with the rules set forth in these Design Guidelines and the Declarations. The Declarant or its representative has the right to enter the lot or premises and to inspect the project for compliance with the Design Guidelines or Declarations at any time, without advance notice to the lot owner nor fear of trespass and liability.

8.7.5 VIOLATIONS

Construction deemed by the Declarant to be in violation of approved drawings, the Design Guidelines, or the Master CC&Rs shall be corrected as described in the Declarations.

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8.7.6 RECORDATION OF NOTICE

Upon approval of the final plans, the Declarant shall, upon written request from the applicant, provide a statement of approval.

8.7.7 RULE MAKING AUTHORITY

The Declarant adopts these Design Guidelines for the purpose of interpreting, applying, supplementing and implementing the provisions of the Master CC&Rs pertaining to the design of site improvements. A copy of the Design Guidelines as from time to time adopted, amended or repealed, shall be maintained in the office of the Declarant and shall be available for inspection during normal business hours by any applicant or any architect or agent of any such applicant. It shall be the responsibility of the applicant or architect or agent of any such applicant to inform themselves as to any and all such changes of these Design Guidelines.

8.7.8 MODIFICATIONS

The Declarant has the authority to deviate from the requirements contained in these Design Criteria in extenuating circumstances if following the requirements would create an unreasonable hardship or burden for a Builder. This deviation would be considered either a Major or Minor Modification.

Modifications are changes to the Design Guidelines that include:

i. changes in architectural styles, color palettes and detail elements
ii. the addition of similar and complementary architectural styles, color palettes and detail elements to residential uses.
iii. changes in building materials.
iv. changes in landscaping materials, plant palettes, and landscaping detail elements.

Submittal, Review, Decision, and Appeal.

An application for Modification of the Design Guidelines (DG Modification) may be made to the Director of Planning for their consideration. The Director of the Department of Planning shall coordinate the City's review of the application and shall perform all administrative actions related to the application.

The Director of the Department of Planning may, in their discretion, approve a DG Modification or impose any reasonable condition upon such approval. The Director of Planning shall issue a written decision within thirty (30) business days of receipt of the application. The decision is final unless it is appealed by the Developer. Applications for which no written decision is issued within thirty (30) business days shall be deemed approved. If the Director of the Department of Planning rejects a request for a DG Modification, the decision of the Director of the Department of Planning may be appealed to the Planning Commission. Developer may appeal any action of the Planning Commission by providing a written request for an appeal within ten (10) business days of the Planning Commission action. Such appeal shall be scheduled for a hearing at the next available City Council meeting.

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8.7.9 SKYE HILLS COMMUNITY ASSOCIATION DESIGN REVIEW

Any subsequent additions or remodels to any home by a private homeowner shall be subject to design review and approval as administered through the SKYE HILLS Community Association. Refer to supplemental Homeowner Design Manual.

8.7.8 LIABILITY OF COMMITTEE

Provided that the Declarant acts in good faith, neither the Declarant nor any representative thereof shall be liable to any applicant or any other person for any damage, loss or prejudice suffered or claimed on account of the review of any plans, specifications or materials. The review and delivery of a form of approval or disapproval is not to be considered an opinion as to whether or not the plans are defective or whether the construction methods or performance of the work proposed therein is defective, or whether the facts therein are correct or meet The City of Las Vegas Building Codes.

8.7.9 PROFESSIONAL ADVICE

The Declarant may employ the services of an architect, attorney, land planner, landscape architect or engineer to render professional advice and may charge the cost for services of such a professional to the applicant, but only after the applicant has been informed in advance such compensation shall be so charged.

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Appendix 1

ARC SUBMITTAL

PROJECT INFORMATION

Submittal Date	Parcel No.
Project Name	Home Site Size
Number of Plans	Square Footage

APPLICANT INFORMATION

Applicant	Telephone
Contact	Email

SUBMITTAL LIST

- **Preliminary Concept Site Plan** (Per Production Neighborhood)
  - ○ Conceptual Street Layout (minimum scale 1"=50')
  - ○ Conceptual Lot Layout
  - ○ Proposed Pedestrian Connections
  - ○ Adjacent Streets and Open Space
- **Detailed Development Plan** (Per Production Phase)
  - ○ Proposed street locations and dimensions
  - ○ Proposed lot lines and dimensions
  - ○ Proposed pedestrian connections
  - ○ Building footprints (Model and elevation must be specified)
  - ○ Driveway and/or alley placement
  - ○ Wall Plans
  - ○ Wall and Fence locations and heights
  - ○ Adjacent street(s) and open space
  - ○ Lot Fit

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SUBMITTAL LIST (CONT'D)

- **Architectural Plans** (minimum scale: 1/8" = 1'0")
  - ○ Floor plans with dimensions
  - ○ Elevations for all four sides with dimensions. Material call-outs and depth of recesses or pop-outs should be identified
  - ○ Floor area calculations including 1st floor living area, 2nd floor living area, and garage square footage
  - ○ Typical lot for each floor plan indicating building footprint, setback requirements, driveway locations, and sidewalk locations.

- **Material and Color Package** (Maximum Size of Board(s): 11" x 17")
  - ○ Noted or color coded elevations
  - ○ Primary stucco color(s) (Actual paint chip)
  - ○ Secondary stucco color(s) (Actual paint chip)
  - ○ Accent and trim colors (Actual paint chip)
  - ○ Accent material samples (Stone, Brick, Etc.) (Manufacturer's printed picture)
  - ○ Roof tile (Actual material and color sample)

- **Landscape Plan**
  - ○ Model complex landscaping
  - ○ Street tree species, size and location celebratory
  - ○ Neighborhood entries
  - ○ Planting and fencing details
  - ○ Marketing / community signage
  - ○ Monumentation
  - ○ Common open space landscape

- **Plan Check Fees** (If Applicable, See Section 8.5)

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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) Tentative Map / Modification to Design Guidelines

Project Address (Location) Dorrell/Puli

Project Name BLM 270 Parcel C-1 **Proposed Use** Residential

Assessor's Parcel #(s) 126-23-610-001 **Ward #** 6

General Plan: Existing CV Proposed NA **Zoning:** Existing CV Proposed NA

Additional Information

Property Owner 190 Octane FT Partners, LLC Contact Chris Armstrong

Address 11411 Southern Highlands Parkway, Suite 300 City Las Vegas State NV Zip 89141

E-mail carmstrong@olympiacompanies.com Phone

Applicant 190 Octane FT Partners, LLC Contact Chris Armstrong

Address 11411 Southern Highlands Parkway, Suite 300 City Las Vegas State NV Zip 89141

E-mail carmstrong@olympiacompanies.com Phone

Representative Westwood Professional Services Contact Roxanne Leigh

Address 5740 S. Arville St., Suite 216 City Las Vegas State NV Zip 89118

E-mail lvproc@westwoodps.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 Chris Armstrong

Subscribed and sworn before me

This 15 day of SEPTEMBER, 20 20

Deb Guma

Notary Public in and for said County and State

DEBI GUMA
Notary Public, State of Nevada
No. 98-3016-1
My Appt. Exp. Jan 01, 2020

20-0199
09/01/2020

DEPARTMENT OF PLANNING

DATE:

City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: PROJECT NAME BLM 270 Parcel C-1
Tentative Map Election to Follow Alternative Procedure and Consent to Extension of Time Limit

To whom it may concern:

190 Octane FT Partners, LLC (Subdivider) hereby elects to follow the alternative procedure for tentative map processing set forth in LVMC 19.16.050(C)(4). In so doing, Subdivider acknowledges that this election and the City's acceptance of a tentative map application as complete shall be deemed to constitute the mutual consent of the City and Subdivider to extend the time limits set forth in NRS 278.350 for the City to act and report on a tentative map. Subdivider also acknowledges that final action on the map may not occur until final action has been taken on any related zoning application, site development plan review, or both. Subdivider has elected the alternative procedure to facilitate the ability of the tentative map to be heard concurrently with any and all associated land use entitlements.

If any question or concerns arise from this request please contact Chris Armstrong at (702)-220-6565. Thank you.

Sincerely,

(Signature)

Chris Armstrong
(Print)

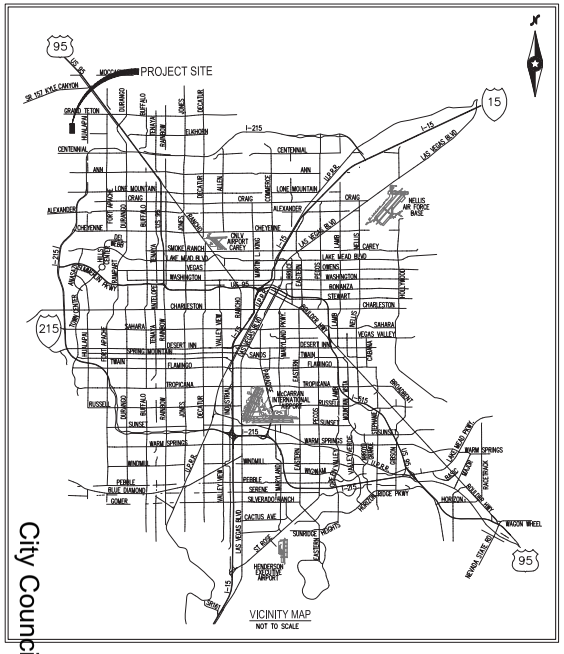
Subscribed and sworn before me

This 18 day of May, 2020.

Notary Public in and for said County and State

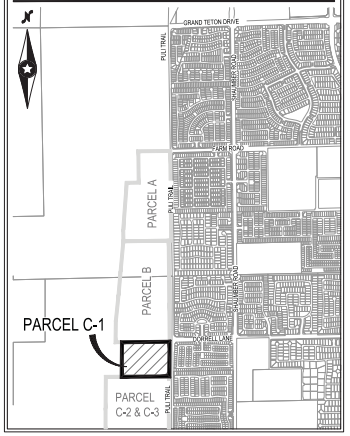
20-0199
09/21/2020

TENTATIVE MAP
FOR
BLM 270 PARCEL C-1
A SINGLE FAMILY PROJECT LOCATED IN
THE CITY OF LAS VEGAS, NEVADA
APN 126-23-610-001



SHEET LIST TABLE		
SHEET #	DESCRIPTION	TITLE
1	TM-1	COVER SHEET
2	TM-2	TENTATIVE MAP I
3	TM-3	CROSS SECTIONS I
4	TM-4	CROSS SECTIONS II
5	TM-5	LANDSCAPE PLAN

LOCATION MAP



FLOOD ZONE
THE PROJECT SITE IS LOCATED WITHIN A FEMA DESIGNATED ZONE "X" (AREA OUTSIDE THE 500 YEAR FLOODPLAIN), PER THE FEMA FIRM PANELS 1750 DATED SEPTEMBER 27, 2002

PARKING ANALYSIS

NO OF UNITS	= 215
RESIDENT PARKING	= 1 SPACES/UNIT
GUEST PARKING	= 1 SPACE/8 UNITS
REQUIRED PARKING	= 291 SPACES**
PROVIDED PARKING	= 391 (W-GARAGE) + 84 (PARALLEL OR STALL) = 475 SPACES

**MINIMUM PARKING REQUIREMENT SATISFIED BY GARAGE, STREET PARKING AND/OR DRIVEWAY PARKING

UTILITY SERVICES BY

WATER:	LAS VEGAS VALLEY WATER DISTRICT
SEWER:	CITY OF LAS VEGAS
GARBAGE:	REPUBLIC SERVICES OF SOUTHERN NEVADA
POWER:	NV ENERGY
TELEPHONE:	CENTURY LINK
NATURAL GAS:	SOUTHWEST GAS COMPANY

DISCLAIMER NOTE
EXISTING UTILITY LOCATIONS SHOWN HEREON ARE APPROXIMATE ONLY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT VERTICAL AND HORIZONTAL LOCATION OF ALL EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING CONSTRUCTION. NO REPRESENTATION IS MADE THAT ALL EXISTING UTILITIES ARE SHOWN HEREON. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR UTILITIES NOT SHOWN IN THEIR PROPER LOCATION.

ESTIMATED AVERAGE DAILY SEWER CONTRIBUTIONS
215 UNITS X 250 GPD/UNITS = 53,750 GPD
TOTAL AVERAGE CONTRIBUTION = 53,750 GPD = 0.05375 MGD
TOTAL PEAK FLOW = 0.05375 MGD X 3.46 (PEAK FACTOR) = 0.18598 MGD

BENCHMARK
BENCHMARK NUMBER: 6LV991JM4
RIVET AND PLATE ON TOP OF CURB AT THE NORTHEAST CORNER OF FARM ROAD AND MANMAL BLVD.
ELEVATION = 3054.93 FEET, 931.43 METERS
88 DATUM
PER THE CITY OF LAS VEGAS VERTICAL CONTROL WEBSITE

DEVIATIONS FROM STANDARD
NONE

LEGAL DESCRIPTION
LYING WITHIN THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 59 EAST, CITY OF LAS VEGAS, CLARK COUNTY, NEVADA.

BASIS OF BEARING
GRID NORTH AS DEFINED BY THE CENTRAL MERIDIAN OF THE NEVADA COORDINATE REFERENCE SYSTEM (NCRS), LAS VEGAS AND LAS VEGAS HIGH ELEVATION ZONES, NORTH AMERICAN DATUM OF 1983, SAID MERIDIAN BEING COINCIDENT WITH 114°58' WEST OF THE GREENWICH MERIDIAN.

OWNER INFORMATION
190 OCTANE FT PARTNERS, LLC
11411 SOUTHERN HIGHLANDS PKWY, SUITE 300
LAS VEGAS, NV 89141
PH: (702) 220-6565
FX: (702) 220-6566
CONTACT: CHRIS ARMSTRONG

DEVELOPER INFORMATION
OLYMPIA GROUP
11411 SOUTHERN HIGHLANDS PKWY, SUITE 300
LAS VEGAS, NV 89141
PH: (702) 220-6565
FX: (702) 220-6566
CONTACT: CHRIS ARMSTRONG

ENGINEER INFORMATION
WESTWOOD PROFESSIONAL SERVICES
5740 S. ARVILLE STREET, SUITE 216
LAS VEGAS, NV 89118
PH: (702) 284-5300
FX: (702) 284-5399
CONTACT: TRACY STRATTON

R-TH SETBACKS PER BLM 270 DESIGN GUIDELINES

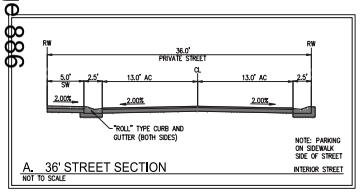
FRONT LIVING (FROM INTERIOR STREET, PASEO OR COMMON OPEN SPACE):	
	5' TO PORCH
	8' TO SINGLE STORY
	12' TO SECOND STORY**
FRONT LIVING (FROM ALLEY):	
	5' TO PORCH
	10' TO SINGLE STORY LIVING
	10' TO SECOND STORY LIVING
	5' TO SECOND STORY LIVING OVER GARAGE**
REAR (REAR YARD WITH NO ALLEY):	10'
REAR (REAR YARD FROM ALLEY):	
WALL	5' TO PORCH, PORTICO, COURTYARD OR SIMILAR ELEMENT
	10' TO SINGLE STORY LIVING
	10' TO SECOND STORY LIVING (5' IF GARAGE, CANTILEVERED)**
OVER	5' OR 20' TO FACE OF GARAGE
DOOR	
SIDE:	
	0' AT COMMON WALL
	5' AT BUILDING END WALL
	10' AT CORNER SIDE
	10' BETWEEN BUILDINGS

** EXCEPTION: A 4' REDUCTION TO THE MINIMUM SETBACK MAY BE ALLOWED IF A MINIMUM OF (2) 3' HORIZONTAL OFFSETS WITHIN A BUILDING AND 12' HORIZONTAL MASSING FEATURE ARE CONSTRUCTED

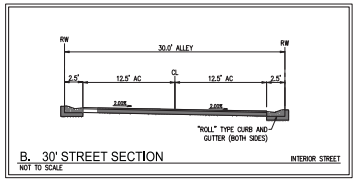
SITE DATA

APN NUMBERS:	126-23-610-001
GROSS AREA:	15.36 ACRES
NET AREA:	13.06 ACRES
CURRENT ZONING:	PLANNED DEVELOPMENT
TOTAL LOT COUNT:	215
TOTAL DENSITY:	14.05 DU/ GROSS AC
NO. OF COMMON ELEMENTS:	24
OPEN SPACE PROVIDED:	44,601 SF
MINIMUM LOT SIZE:	1,281 SF (MULTIPLE LOTS)
MAXIMUM LOT SIZE:	2,461 SF (LOT 16)

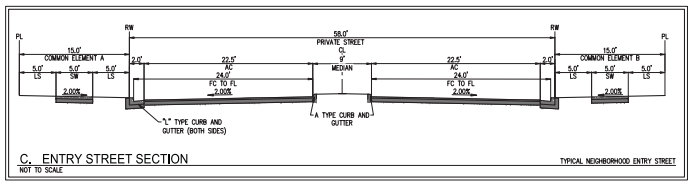
TYPICAL STREET SECTIONS



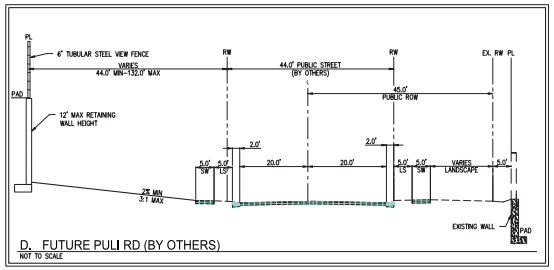
A. 36' STREET SECTION
NOT TO SCALE



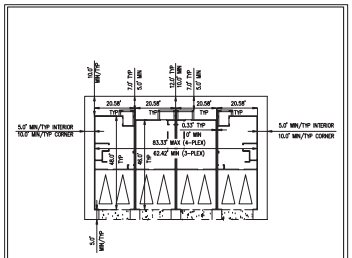
B. 30' STREET SECTION
NOT TO SCALE

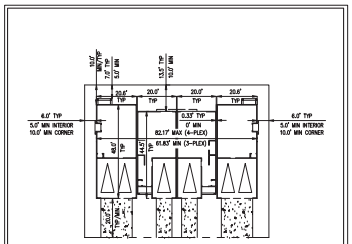


C. ENTRY STREET SECTION
NOT TO SCALE



D. FUTURE PULI RD (BY OTHERS)
NOT TO SCALE


TYPICAL REAR-LOADED R-TH DETAIL
NOT TO SCALE


TYPICAL FRONT/SIDE-LOADED R-TH DETAIL
NOT TO SCALE

MOU NOTES
3. HYDRANT SPACING REQUIREMENTS WILL BE AS PER PRESCRIBED ADOPTED CODE.
4. MINIMUM STREETS WIDTHS AS DESCRIBED WITHIN GATED PRIVATE COMMUNITY INTERIOR STREETS AS FOLLOWS:
A. 24' WITH NO PARKING ON EITHER SIDE MEASURED TO FACE OF CURB
B. 29' WITH PARKING ON ONE SIDE MEASURED TO FACE OF CURB
C. 33' WITH PARKING FOR PARKING ON BOTH SIDES MEASURED TO FACE OF CURB
8. AUTHORIZED USE OF HAMMERHEADS STANDARD 212.1.S1 STREET TERMINATION WITHOUT WAIVER ON PRIVATE RESIDENTIAL STREETS UP TO 250'. OVER 250 WILL REQUIRE THAT AN APPROVED EMERGENCY ACCESS POINT.
9. SIDEWALK REQUIRED ON ONE SIDE OF INTERIOR PRIVATE GATED STREETS IN COMPLIANCE WITH ONE OF THE ABOVE STREET SECTIONS REFERENCED TO IN ITEM #4.
11. SPRINKLER INSTALLATION REQUIREMENTS WILL FOLLOW THE BASE NFPA 13D REQUIREMENTS FOR SUCH LOCATIONS.
14. CITY OF LAS VEGAS AGREES THAT FOR SINGLE FAMILY DWELLINGS PROVIDED WITH FIRE SPRINKLERS, THERE WILL BE NO ADDITIONAL FEE FOR THE FIRE SPRINKLER REVIEW, PERMIT OR INSPECTIONS.
15. PLANS FOR RESIDENTIAL FIRE SPRINKLERS WILL BE PART OF THE STANDARD PLAN SUBMITAL FOR SINGLE FAMILY DWELLING TRACT OR PRODUCTION HOME.
17. NO NET INCREASE IN ENTERPRISE FUND FOR IMPLEMENTING THE INSTALLATION OF FIRE SPRINKLER SYSTEMS WITHIN SINGLE FAMILY DWELLING TRACT OR PRODUCTION HOMES.
18. HYDRANT SPACING REQUIREMENT AT "ALL INTERSECTIONS," MINIMUM SPACING AND REQUIRED LOCATIONS WILL BE IN ACCORDANCE WITH ADOPTED CODE.
19. ITEMS REFLECTED WITHIN THIS MOU FOR ALL PROJECTS PERMITTED WILL BE EFFECTED AND ENFORCEABLE WITH THE ADOPTION OF 2018 INTERNATIONAL RESIDENTIAL CODE AS THE CODE OF RECORD; OF EFFECTIVE DATE OF THE TITLE 19 CHANGES, WHICHEVER IS LATER.
20. STREET LIGHTS ON PRIVATE STREETS WITHIN SINGLE FAMILY SUBDIVISIONS SHALL NOT BE REQUIRED.
21. SINGLE FAMILY DEVELOPMENTS WITH A TENTATIVE MAP APPROVED PRIOR TO THE EFFECTIVE DATE OF THIS MOU SHALL BE EXEMPT FROM RESIDENTIAL FIRE SPRINKLER REQUIREMENTS.

NOTES
1. ALL ROADWAY CONSTRUCTION SHALL CONFORM TO CITY OF LAS VEGAS STANDARDS, UNLESS NOTED UNDER DEVIATIONS OR APPROVED WITH THE BLM 270 DESIGN GUIDELINES OR DEVELOPMENT STANDARDS. LANDSCAPE WIDTHS TO BE DETERMINED WITH FINAL GRADING ANALYSIS.
2. ROADWAY LOCATIONS SHOWN HEREON ARE SCHEMATIC AND FINAL DESIGN LOCATIONS WITH ROADWAY MAY VARY, DEPENDENT ON FINAL ENGINEERING STUDIES.
3. THERE ARE NO KNOWN FAULTS OR FISSURES LOCATED ADJACENT TO OR WITHIN THE BOUNDARIES OF THIS SUBDIVISION TO BE VERIFIED BY THE GEOTECHNICAL ENGINEER.
4. THERE ARE NO KNOWN GROUNDWATER DEPTHS WITHIN 20 FEET OF THE EXISTING GROUND SURFACE.
5. THERE WILL BE A HOA AND CC&R'S ESTABLISHED FOR THIS DEVELOPMENT.
6. LANDSCAPE EASEMENTS AND COMMON LOTS SHOWN HEREON WILL BE MAINTAINED BY THE MASTER ASSOCIATION OR SUBSEQUENT HOA
7. INTERIOR STREETS ARE PRIVATE.
8. TRAFFIC ACCESS SHALL BE ONLY EMERGENCY ACCESS AND SHALL BE VIA DURELL LANE.
9. EASEMENTS REQUIRED FOR SANITARY SEWER AND PEDESTRIAN ACCESS SHALL BE GRANTED BY SEPARATE INSTRUMENT.
10. WATER TO BE PROVIDED BY A LOOPED SYSTEM SERVED BY THREE (3) CONNECTIONS, TWO (2) AT FARM ROAD AND ONE (1) LOCATED IN PULI TRAIL AND TWO (2) LOCATED IN DORRELL LANE.
11. SEWER SERVICE FOR THIS PROJECT WILL CONNECT TO A FUTURE 8" STUB LOCATED IN PULI TRAIL.
12. THE SITE AND STREET SLOPES ARE LESS THAN 12%.
13. THIS PROJECT IS NOT WITHIN A 100 YEAR FEMA SPECIAL FLOOD HAZARD AREA.
14. THERE ARE NO EXISTING STRUCTURES ON THE PROPERTY.
15. THIS PROJECT IS PART OF THE BLM 270 MASTER PLAN.
16. ALL STREETS, DRAINAGE CORRIDORS, SEWER CORRIDORS, PARKS, TRAILS, OPEN SPACES, AND SCHOOLS SHOWN ON THIS MAP ARE PUBLIC U.N.O.
17. ALL ABOVE GROUND UTILITY BOXES SHALL NOT BE PLACED WITHIN TRAIL CORRIDORS
18. FIRE SPRINKLERS WILL BE INSTALLED PER THE MOU.

APPROVED
CITY OF LAS VEGAS
DEPARTMENT OF PLANNING
DATE: 12/16/2020
CASE NO: SDR-99

Westwood
5740 S. Arville Street
Suite 216
Las Vegas, NV 89118
Phone (702) 284-5300
Fax (702) 284-5399
Westwood Professional Services, Inc.

NO.	DESCRIPTION	DATE	BY	APP.

CITY OF LAS VEGAS, NV

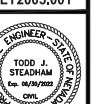
190 OCTANE FT PARTNERS, LLC

BLM 270 - PARCEL C-1

COVER SHEET

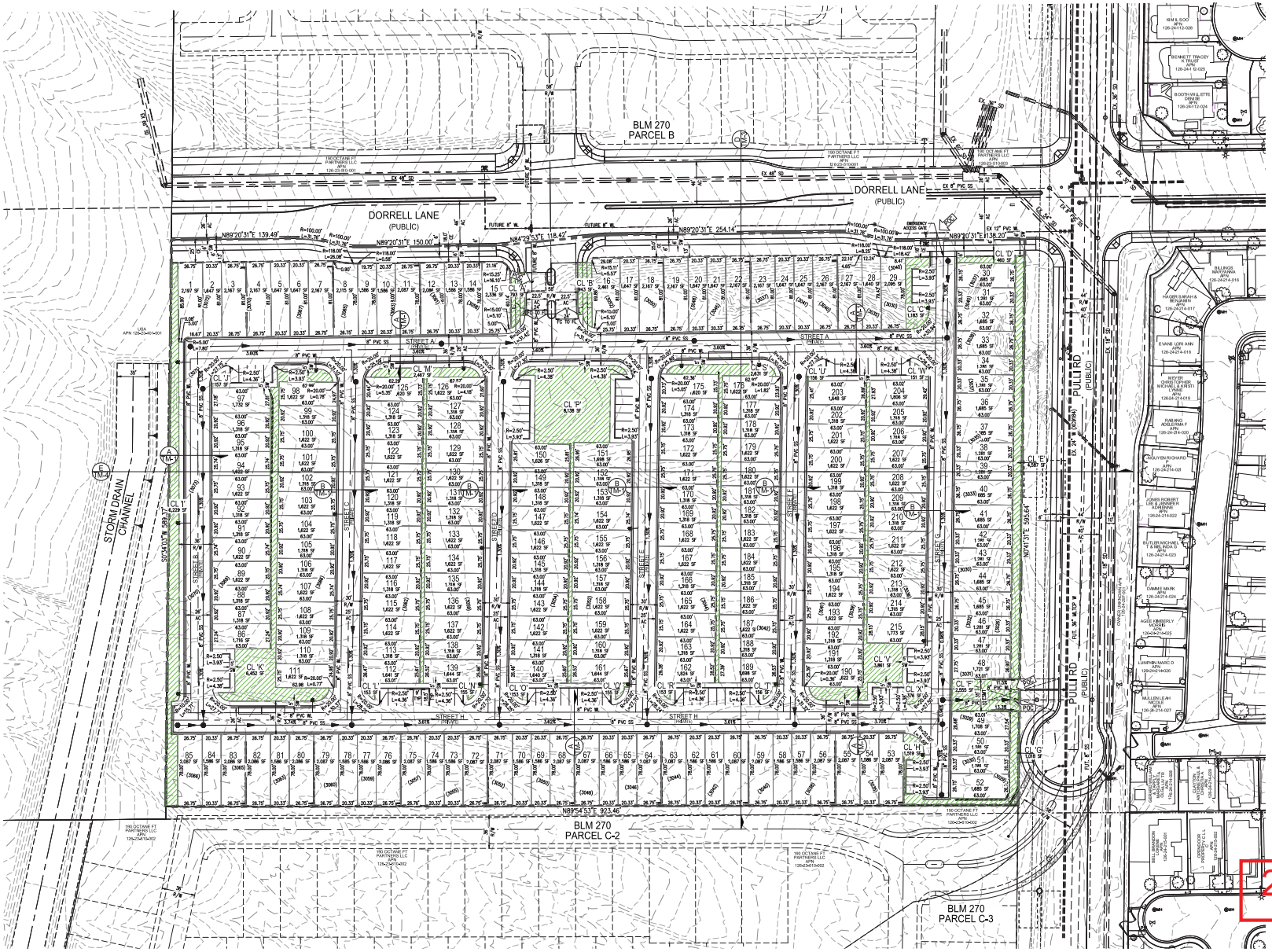
S23 T19 R59

DATE: 10/13/20
DRAFTER: CFS
DESIGNER: CFS
CHECKED: STS
PROJECT NO.
OLY2005.001



TM-1
SHEET 1 OF 5

City Council - Page 886



LEGEND

- MATCHLINE
- ROADWAY CENTERLINE
- RIGHT-OF-WAY
- PROPERTY LINE
- CURB AND GUTTER
- EXISTING CURB AND GUTTER
- PROPOSED ELEVATION
- EXISTING ELEVATION
- PROPOSED GRADE & ARROW
- EXISTING CONTOUR (5-FT)
- EXISTING CONTOUR (1-FT)
- PROPOSED SEWER LINE
- EXISTING SEWER LINE
- PROPOSED WATER LINE
- EXISTING WATER LINE
- SEWER MANHOLE
- SEWER FLOW DIRECTION
- FIRE HYDRANT
- WATER POINT OF CONNECTION
- SEWER POINT OF CONNECTION
- PROPOSED STORM DRAIN
- EXISTING STORM DRAIN
- SIGHT VISIBILITY ZONE
- WROUGHT IRON FENCE
- RETAINING WALL
- DECORATIVE PERIMETER WALL
- DECORATIVE PERIMETER RETAINING WALL

20-0199
10/27/2020

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westwoodps.com

NO.	DESCRIPTION	DATE	BY	APP.

CITY OF LAS VEGAS, NV

190 OCTANE FT PARTNERS, LLC

BLM 270 - PARCEL C-1

TENTATIVE MAP I

S23 T20 R59

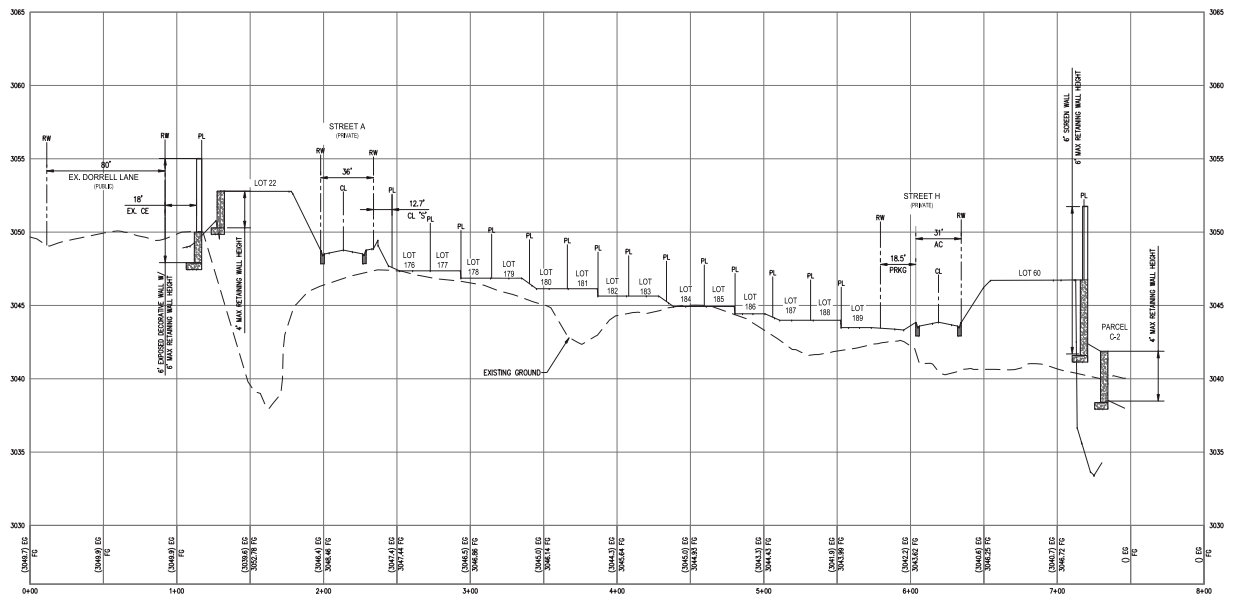
DATE: 10/13/20
DRAFTER: CFS
DESIGNER: CFS
CHECKED: STS
PROJECT NO.
OLY2005.001

PROFESSIONAL ENGINEER - STATE OF NEVADA
TODD J. STEADHAM
Exp. 06/30/2022
CIVIL
No. 15292

TM-2
SHEET 2 OF 5

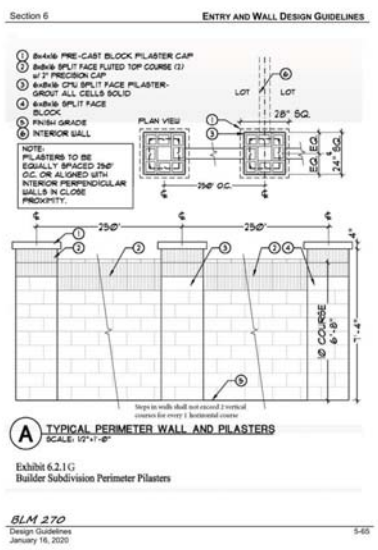
X:\y2005.001 tsm #2b - parcel c-1\Civil\Entitlements\Exhibits\y2005.001 tsm #2b - c-1 tm.dgn 10/13/2020 2:50 PM Cory Samuels

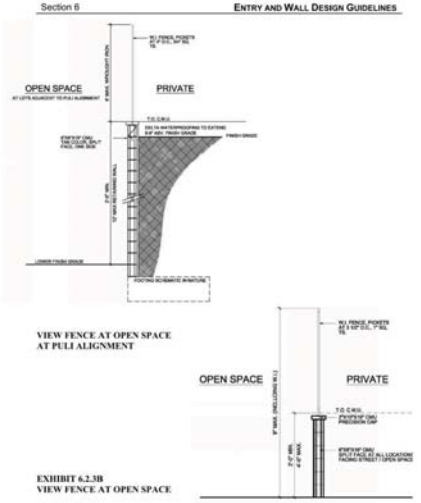
BLM 270 DESIGN GUIDELINES	
	R-TH STANDARDS
WALLS AND FENCES COURTYARD WALLS • MAX HEIGHT	FRONT SCREEN WALLS, WHEN PROVIDED, SHALL HAVE THE SAME MINIMUM SETBACK REQUIREMENT AS THE MAIN BUILDING 4'-6" (3' SOLID WALL + 18" IRON). PILASTERS ONE COURSE ABOVE ADJACENT WALL/FENCE
PERIMETER AND RETAINING WALLS • MAX OVERALL HEIGHT • PERIMETER WALL HEIGHT • MAX RETAINING WALL HEIGHT • MAX ROCKERY WALL HEIGHT • MAX PILASTER HEIGHT • CONTRASTING MATERIAL	12' EXTERIOR-16' INTERIOR (10' RETAINING +6' SCREEN ABOVE) (12' + 6' VIEW FENCE AT LOTS ADJACENT TO OPEN SPACE ALONG PULI TRAIL) 6'-12' 6' EXTERIOR-10' INTERIOR 6' EXTERIOR-15' INTERIOR (SHALLOW ROOT PLANTING ONLY W/IN 6' OF BASE OF WALL) ONE COURSE ABOVE WALL 20%
PERIMETER & RETAINING WALLS STANDARD STEPBACK • MAX PRIMARY WALL HEIGHT • MAX SECONDARY WALL HEIGHT • MIN SPACING BETWEEN WALLS SECTIONS-INSIDE DIMENSIONS • MAX PILASTER WALL HEIGHT • MIN SPACING BETWEEN WALL SECTIONS- OUTSIDE DIMENIONS	6'-12' EXTERIOR/10'-16' INTERIOR 4' EXTERIOR-6' INTERIOR 4' ONE COURSE ABOVE WALL 5'

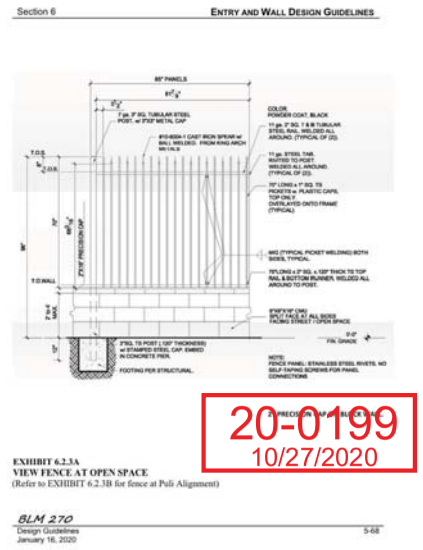


D. NORTH-SOUTH CROSS SECTION - PROFILE VIEW

HORIZ: 1" = 50'
VERT: 1" = 5'







20-0199
10/27/2020

City Council - Page 888

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Phone (702) 284-5300
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5740 S. Arville Street
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Las Vegas, NV 89118
westwoodps.com
Westwood Professional Services, Inc.

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NV

190 OCTANE FT PARTNERS, LLC

BLM 270 - PARCEL C-1
CROSS SECTIONS I

S23
T19
R59

DATE: 10/13/20
DRAFTER: CFS
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PROFESSIONAL ENGINEER - STATE OF NEVADA
TODD J. STEADHAM
Exp. 06/30/2022
CIVIL
No. 15292

TM-3
SHEET 3 OF 5

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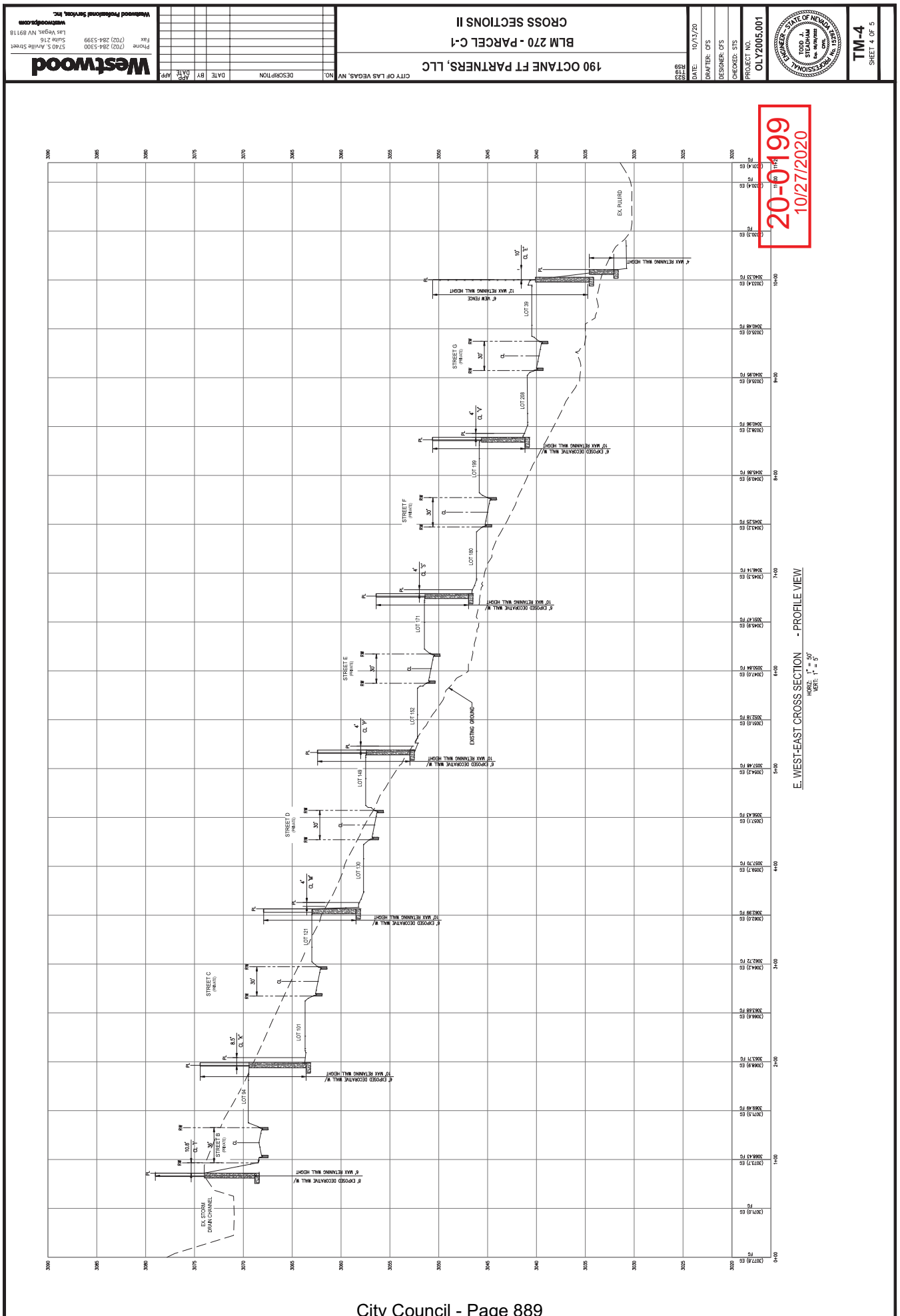

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DESCRIPTION
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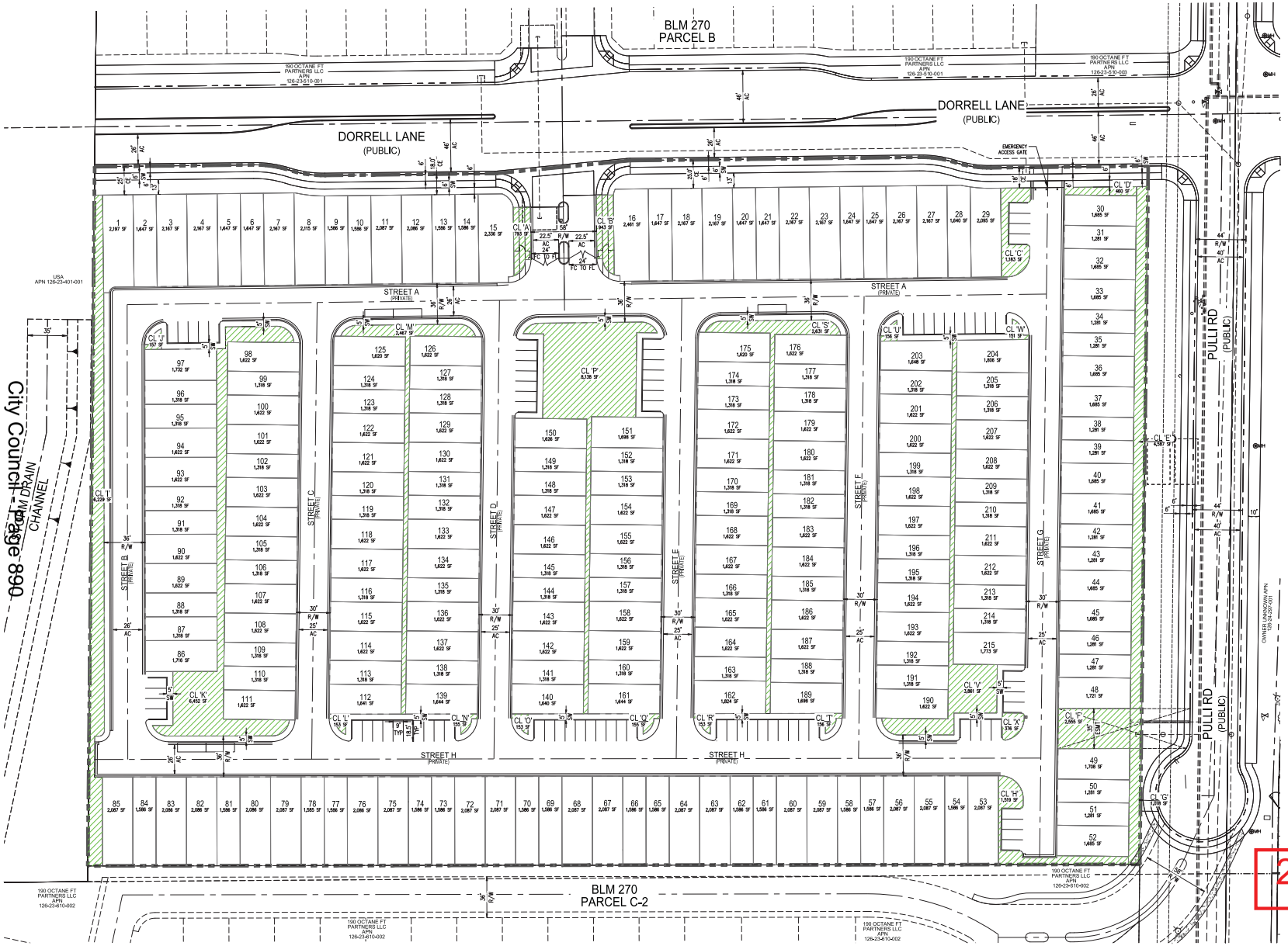
190 OCTANE FT PARTNERS, LLC
BLM 270 - PARCEL C-1
CROSS SECTIONS II
S23
T19
R59
DATE: 10/13/20
DRAFTER: CFS
DESIGNER: CFS
CHECKED: STS
PROJECT NO.
OLY2005.001
TM-4
SHEET 4 OF 5
20-0199
10/27/2020
EX. PULLRD
EXISTING GROUND
EX. STORM DRAIN CHANNEL
STREET B (PRIVATE)
STREET C (PRIVATE)
STREET D (PRIVATE)
STREET E (PRIVATE)
STREET F (PRIVATE)
STREET G (PRIVATE)
LOT 94
LOT 101
LOT 121
LOT 130
LOT 149
LOT 152
LOT 171
LOT 180
LOT 199
LOT 208
LOT 39
E. WEST-EAST CROSS SECTION - PROFILE VIEW
HORIZ: 1" = 50'
VERT: 1" = 5'



LEGEND

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- PROPOSED WATER LINE
- EXISTING WATER LINE
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- SEWER FLOW DIRECTION
- FIRE HYDRANT
- WATER POINT OF CONNECTION
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- WROUGHT IRON FENCE
- RETAINING WALL
- DECORATIVE PERIMETER WALL
- DECORATIVE PERIMETER RETAINING WALL

LANDSCAPE LEGEND

LANDSCAPING PER CURRENT BLM 270 DESIGN GUIDELINES

CL AREA TABLE

LOT NO.	AREA
CL 'A'	793 SF
CL 'B'	943 SF
CL 'C'	1183 SF
CL 'D'	460 SF
CL 'E'	4587 SF
CL 'F'	2555 SF
CL 'G'	1018 SF
CL 'H'	1519 SF
CL 'I'	6229 SF
CL 'J'	157 SF
CL 'K'	6452 SF
CL 'L'	153 SF
CL 'M'	2467 SF
CL 'N'	155 SF
CL 'O'	153 SF
CL 'P'	8138 SF
CL 'Q'	155 SF
CL 'R'	153 SF
CL 'S'	2631 SF
CL 'T'	156 SF
CL 'U'	156 SF
CL 'V'	3861 SF
CL 'W'	151 SF
CL 'X'	376 SF
TOTAL AREA	44,[illegible]1 SF

20-0199
10/27/2020

Westwood
Phone (702) 284-5300
Fax (702) 284-5399
5740 S. Arville Street
Suite 216
Las Vegas, NV 89118
westwoodps.com
Westwood Professional Services, Inc.

NO.	DESCRIPTION	DATE	BY	APP. DATE	APP.

CITY OF LAS VEGAS, NV

190 OCTANE FT PARTNERS, LLC

BLM 270 - PARCEL C-1
LANDSCAPE PLAN

S23 T19 R59

DATE: 10/13/20
DRAFTER: CFS
DESIGNER: CFS
CHECKED: STS
PROJECT NO.
OLY2005.001

PROFESSIONAL ENGINEER - STATE OF NEVADA
TODD J. STEADHAM
Exp. 06/30/2022
CIVIL
No. 15292

TM-5
SHEET 5 OF 5

i:\oly2005.001 blm 270 - parcel c-1\dwg\entitlements\tm\oly2005.001 blm 270 c-1 tm.dwg 10/13/2020 2:51 PM Cory Samuels



20-0199-MOD1 AND 20-0199-TMP1 - APPLICANT/OWNER: 190 OCTANE FT PARTNERS, LLC
SOUTH OF FARM ROAD, WEST OF THE PULI TRAIL ALIGNMENT, NORTH OF TROPICAL PARKWAY AND EAST OF THE FUTURE SHEEP MOUNTAIN PARKWAY ALIGNMENT

10/16/2020

Westwood

5740 S. Arville St., Suite 216
Las Vegas, NV 89118

Main (702) 284-5300

westwoodps.com
(888) 937-5150

OLY2005.001

October 14, 2020

City of Las Vegas
Planning and Development
333 N. Rancho Drive
Las Vegas, NV 89106

RE: BLM 270 - Justification Letter for a Parcel C-1 Tentative Map and Modification to the Skye Hills/BLM 270 Design Guidelines

To Whom it May Concern:

Westwood Professional Services (Westwood), on behalf of our client, 190 Octane FT Partners, LLC (Olympia Group), respectfully submits this justification letter to request the approval of a Tentative Map for BLM 270 Parcel C-1 as well as a modification to the Design Guidelines for the overall BLM 270 project. Parcel C-1 is generally located southwest of the intersection of Dorrell Lane and the Puli Alignment, and east of the future Sheep Mountain Parkway alignment. The overall project is generally located south of Farm Road, West of Puli Road, north of Tropical Parkway and east of the future Sheep Mountain Parkway alignment.

Tentative Map Justification

This Tentative Map submittal is in conformance with previous entitlements that were approved by the City of Las Vegas City Council on 04-15-20. Approved entitlements include:

- GPA - 78033
- Zone Change - 78241
- Vacation - 78242
- Parent Tentative Map – 78365

These approved entitlements are for an overall community that the client is developing. Included in the approval of the GPA/Zone Change are the "Skye Hills (BLM 270) Design Guidelines" for the entire development. The Tentative Map conforms to these Design Guidelines which are unique to this community.

The subject Tentative Map depicts an approximately 15.3 gross acre development with 215 single family attached lots, resulting in a density of ~14.05 du/ac. It is located within Assessor's Parcel Number 126-23-610-001. The purpose of this community is to construct townhomes that will consist of 3- and 4-plexes. The proposed typical lot sizes are 20.92'x63.00', 25.75'x63.00', 20.33'x63.00', and 26.75x63.00' with a minimum overall square footage of 1,281 SF.

The Tentative Map establishes the residential lot count and general configuration of the roadways while providing a summary of the project information, sections of proposed streets, preliminary cross sections showing vertical elevation of the site from north to south and west to east, details of typical wall sections, and locations of existing and proposed utilities. The project proposes one gated entrance from Dorrell

20-0199
10/27/2020

Lane. One large open space is proposed directly across from the entrance, with two more located in the southwest and southeast portions of the site. Additional open space is provided throughout the site.

CLV Fire Department provided a comment during the pre-application process that requires secondary access. Please review the attached TM where we have added this access between lots 29 and 30 to Dorrell Lane. Please note that this will be emergency access only.

Design Guidelines Justification

The Skye Hills/BLM 270 Design Guidelines will need to be updated as follows to support the proposed development:

- Add R-TH zoning classification to allow single family attached dwelling units. The addition of the R-TH standards will allow Parcel C-1 to be constructed using the single family attached standards. Please review the approved Land Use Plan for this community which shows Parcel C-1 as Medium-Low Attached (MLA). See pages 1-4 and 3-41 through 3-44 of the Design Guidelines for the addition of the R-TH classification and standards.
- Add Cell Towers as an allowed use in Section 1.5. It is very likely that cell towers will be constructed within this community. This addition will provide specifications for their construction. See page 1-3.
- Revise maximum allowed retaining wall heights for interior walls only. This change allows for more flexibility in the grading interior to the subdivisions and is shown in each zoning section on pages 3-30 & 3-33 for R-1, 3-36 for R-CL, 3-40 for AA-1, and 3-42 for R-TH. Sections for interior stepped walls and rockery walls have also been added to pages 6-17 and 6-18, respectively. Previously, the maximum primary retaining wall height was 8', and has been revised to 10'. Secondary retaining wall height was previously 4' and has been revised to 6'. Because this is for interior walls only, it does not affect the perimeter.
- Revise gated entry street section and add plan view detail. These are the standard section and plan view details to be used for the gated entry to all subdivisions within this community. See section E on page 5-11 as well as detail T on page 5-21.
- Add narrowed street section for traffic-calming purposes. This section will allow for a narrowed street which will slow traffic within the community. See section N on page 5-18.
- Add two new alley sections with inverted crowns. These sections have been added to allow for drainage flexibility within the community. Please see sections Q and R on page 5-19 of the Design Guidelines.

Thank you for considering this application request. Please contact me at (702) 284-5300 if you have any questions.

Sincerely,

Westwood Professional Services

S. Tracy Stratton
Senior Project Manager

20-0199
10/27/2020

Multi-Disciplined Surveying & Engineering
westwoodps.com
TBPLS Firm No. 10074302

CCSD

Real Property Management
1180 Military Tribute Place
Henderson, NV 89074

NOV2019

School Development Tracking Form

http://facilities.ccsd.net/departments/real-property-management/

Date Filed 10/02/2020 **Application Number** 20-0199-TMP1 **Entity** LV

Company Name Westwood Professional Services

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone (702) 284-5300 **Mobile** **Fax** **Email**

Project Name BLM 270 Parcel C-1

Project Description 215 single family dwelling units

APN's 126-23-610-001

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	215	x 0.173 =	42	x 0.095 =	22	x 0.133 =	29
Multi-Family Units (2)		x 0.144 =	0	x 0.065 =	0	x 0.074 =	0
Resort Condo Units (3)							
Total			42		22		29

(1) *Single Family unit is defined as single family detached home, mobile home, and townhouse.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*

Name	Address	Grade	Capacity	Enrollment	Site Date
Divich ES	9851 Donald Nelson Ave	K-5	889	939	4/1/2020
Escobedo MS	9501 Echelon Point Dr	6-8	1594	1059	4/1/2020
Centennial HS	10200 Centennial Pkwy	9-12	2541	2793	4/1/2020

*** CCSD Comments** Divich ES and Centennial HS were over capacity for the 2019-20 school year. Divich ES was at 105.62% and Centennial HS was at 109.92% of program capacity.

☐ Approved ☐ Disapproved

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

I SPECIFICALLY PURCHASED MY HOME BECAUSE of its LOCATION— NO ONE BEHIND ME AND (I WAS TOLD) BLM AT THE END OF MY STREET. BUILDING in THE PROPOSED AREA WOULD NEGATIVELY AFFECT My QUALITY of LIFE WITH MORE TRAFFIC AND MORE NOISE. STRONGLY AGAINST!

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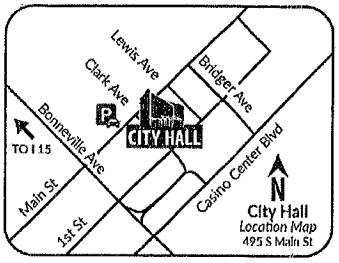
Las Vegas, NV
Permit No. 1630



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0199 and 20-0199-MOD1 and 20-0199-TMP1

City Council Meeting of **12/16/2020**

20-0199
12624122052
CAINE TRICIA DIONNE
10825 COWLITE AVE
LAS VEGAS NV 89166

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DEC -7 P 12:48

35 JRDFMP1 89166

+15034867909

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2020 DEC -7 A 7:20

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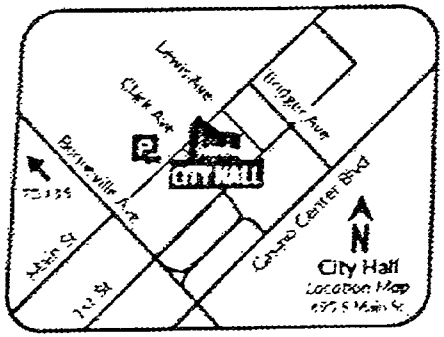

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0199 and 20-0199-MOD1 and 20-0199-TMP1

City Council Meeting of 12/16/2020

20-0199
12624413034
WALSH MICHAEL J & JOZELLE S
6418 SCOTTS CROSSING ST
LAS VEGAS NV 89166

City Council - Page 896

2020-12-06 12:45 CST -

35 JRDFMP1 89166

KAEMPFER CROWELL

ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

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2020 DEC 14 A 11:49

December 14, 2020

VIA FACSIMILE
702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Hold – 190 Octane FT Partners
(20-0199-MOD1 & TMP1) Item No. 78(a & b)

Dear Ms. Holmes:

This office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on December 16, 2020 and we respectfully request that they be held for 2 weeks or until the **January 6, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

Robert J. Gronauer

RJG/mlt

cc: Peter Lowenstein (via email)

Submitted after final agenda
Date 12/14/20 Item 78a-78b

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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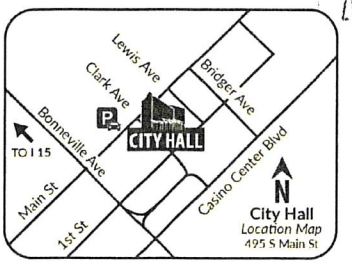

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0199 and 20-0199-MOD1 and 20-0199-TMP1
City Council Meeting of **12/16/2020**

20-0199
12613415014
FAIRLEY ANA
7303 ELLINGTON PARK ST
LAS VEGAS NV 89144

35 JRDFNP1 89166

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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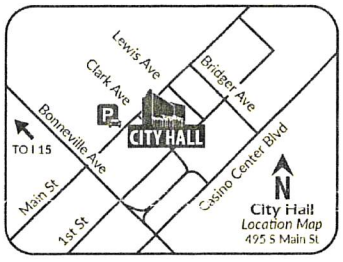

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0199 and 20-0199-MOD1 and 20-0199-TMP1
City Council Meeting of **12/16/2020**

20-0199
12624214034
CAOUETTE GREGORY
10833 RED BADGE AVE
LAS VEGAS NV 89166

Submitted after final agenda
Items 78a-78b

35 JRDFNP1 89166

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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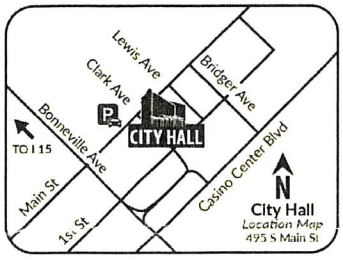
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0199 and 20-0199-MOD1 and 20-0199-TMP1
City Council Meeting of **12/16/2020**

20-0199
12613312089
PATRICK MELISSA & SEAN R
PATRICK SEAN R
10722 MYRTLE GROVE AVE
LAS VEGAS NV 89166-6008

35 JRDFNP1 89166

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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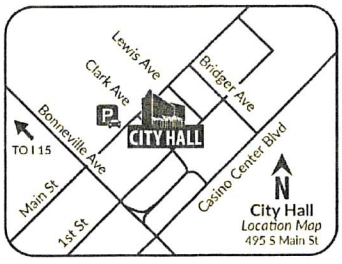

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0199 and 20-0199-MOD1 and 20-0199-TMP1
City Council Meeting of **12/16/2020**

20-0199
12624215020
HUI BENTON
AFAGA TAYLA
10750 LA FLORENTINA AVE
LAS VEGAS NV 89166

35 JRDFNP1 89166

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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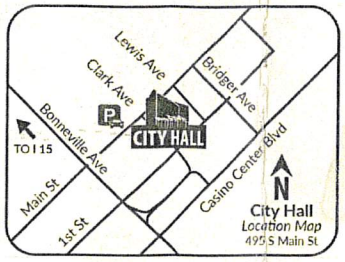

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0199 and 20-0199-MOD1 and 20-0199-TMP1
City Council Meeting of **12/16/2020**

20-0199
12624112064
MCGREGOR IAN G & SARAH C
10728 YORK MANOR AVE
LAS VEGAS NV 89166-6021

35 JRDFNP1 89166

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City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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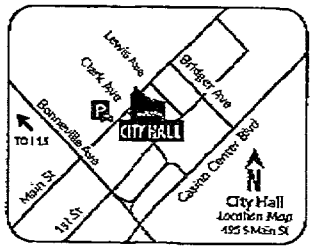

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☐ I SUPPORT this Request ■ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0199 and 20-0199-MOD1 and 20-0199-TMP1
City Council Meeting of **12/16/2020**

20-0199
12613313023
KROLL JONI
7437 RIVERMEADE ST
LAS VEGAS NV 89166

-I also faxed that I oppose before the 11/10/20 meeting.
-I did not see it in the protest postcards.
-This is my second time opposing adding cell towers, revise the maximum height allowed for walls. I oppose this build, When I purchased my home I was told nothing would be built. I purchased for mountain view & quiet - no traffic no build,

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Las Vegas, NV
Permit No. 1630

35 JRDFNP1 89166

FROM :
FAX NO. :
Jan. 01 1998 12:04AM P1
City Council - Page 901

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2020 DEC 10 P 5:29

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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Permit No. 1630

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Official Notice of Public Hearing

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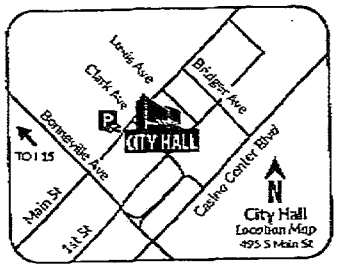

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0199 and 20-0199-MOD1 and 20-0199-TMP1
Planning Commission Meeting of **11/10/2020**

20-0199-MOD1
12613313023
KROLL JONI
7437 RIVERMEADE ST
LAS VEGAS NV 89166

I oppose adding cell towers, adding height to walls, any build.

35 HRDFNP1 89166

FROM :
FAX NO. :
Jan. 01 1998 12:07AM P1

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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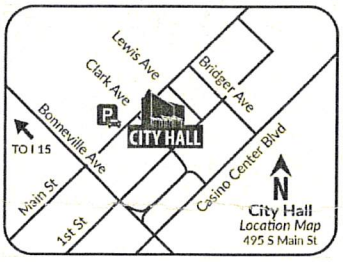

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0199 and 20-0199-MOD1 and 20-0199-TMP1

City Council Meeting of **12/16/2020**

20-0199
12613415013
HANSON DAMON ERICK & DINAH ROXANNA
7299 ELLINGTON PARK ST
LAS VEGAS NV 89166

35 JRDFNP1 89166

December 9, 2020

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2020 DEC 14 P 12:17

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, NV 89101

To the City of Las Vegas / Dept of Planning,

I oppose the request proposed land – 20-0199 and 20-0199-MOD1 and 2019-0199-TMP1!

We specifically purchased our home lot because of the scenic view from our back deck and the premise of no neighbors/community behind our home.

We paid additional money toward our premium lot! In building homes behind our community, it will devalue our home and affect our scenic view. There are many residents from the Providence community that hike/run/bike and jog with their dogs on the proposed land. My husband and I hike with our dog to get away from the "hustle and bustle" of the city. Also, you are pushing the wildlife (coyotes, rabbits, quail and snakes) from their home environment.

We chose the Providence area because of less traffic and quietness of the community. I have heard the same comment from other neighbors who have moved from large cities.

Very shameful that you want to "squeeze" more house in such a small area! Aren't we trying to conserve water and water resources? Currently, we can only water our plants once a week. Building more homes will put further strain on our water resources from Lake Mead.

Also, there has been an increase of crimes in the area, including a homicide! With budget cuts for Metro, there will be less of police presence in our community and surrounding areas.

Please keep this proposed land in its natural environment and let the residents of Providence enjoy the serenity of the desert.

Thank you!

Damon and Dinah Hanson
7299 Ellington Park St
Las Vegas, NV 89166

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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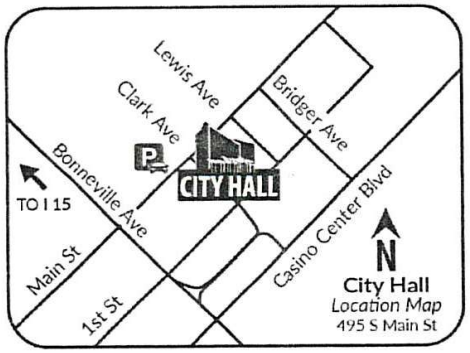
NOV 16 2020
Dept of Planning
City of Las Vegas

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.

20-0199 and 20-0199-MOD1 and 20-0199-TMP1

Planning Commission Meeting of **11/10/2020**

20-0199-MOD1
12613212127
HARRIS CHIELA M
LOYOLA JONATHAN R
7707 ASHBY GATE ST
LAS VEGAS NV 89166

35 HRDFMP1 89166

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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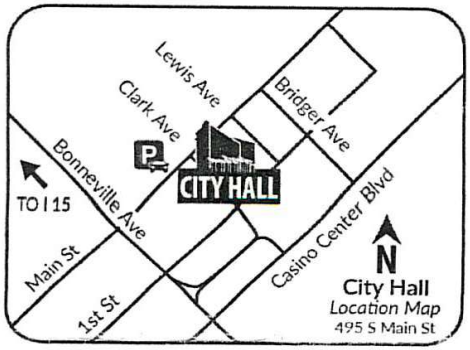

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0199 and 20-0199-MOD1 and 20-0199-TMP1

Planning Commission Meeting of **11/10/2020**

20-0199-MOD1
12613312089
PATRICK MELISSA & SEAN R
PATRICK SEAN R
10722 MYRTLE GROVE AVE
LAS VEGAS NV 89166-6008

ANK

35 HRDFNP1 89166

City Council - Page 209

City of Las Vegas
Department of Planning
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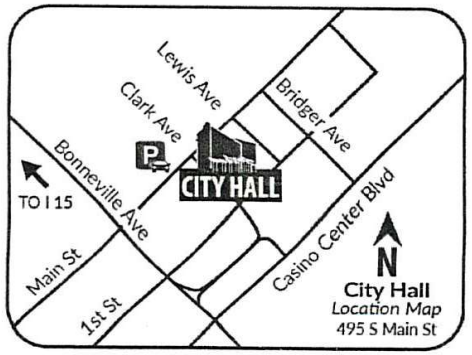

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City of Las Vegas

City Council - Page 208

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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20-0199 and 20-0199-MOD1 and 20-0199-TMP1

Planning Commission Meeting of **11/10/2020**

20-0199-MOD1
12624315101
ELAINE WONG LIVING TRUST
WONG ELAINE WONG TRS
10751 MERRIMACK AVE
LAS VEGAS NV 89166

35 HRDFNP1 89166

City of Las Vegas
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Las Vegas, Nevada 89106

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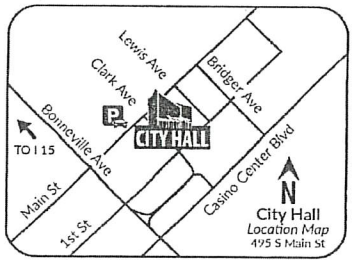

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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Planning Commission Meeting of **11/10/2020**

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20-0199-MOD1
12624122031
WEIS RANDEL & VERONICA REVOCABLE LIVING TRUST
WEIS RANDEL & VERONICA TRS
10827 NIOBRARA AVE
LAS VEGAS NV 89166

35 HRDFNP1 89166

Submitted after final agenda

20P
(a-b)

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Development Services Center
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Las Vegas, Nevada 89106

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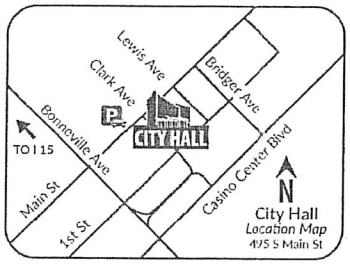

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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20-0199 and 20-0199-MOD1 and 20-0199-TMP1
Planning Commission Meeting of **11/10/2020**

20-0199-MOD1
12624112064
MCGREGOR IAN G & SARAH C
10728 YORK MANOR AVE
LAS VEGAS NV 89166-6021

35 HRDFNP1 89166

20 P
(a-b)

City of Las Vegas
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Development Services Center
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Las Vegas, Nevada 89106

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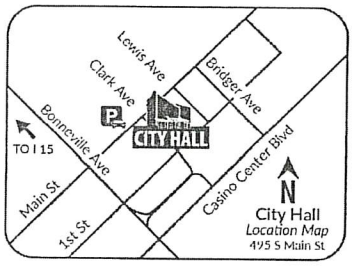

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0199 and 20-0199-MOD1 and 20-0199-TMP1
Planning Commission Meeting of **11/10/2020**

20-0199-MOD1
12624214013
LOPEZ ARON ROGER & NORA G
10834 FAULKNER RUN AVE
LAS VEGAS NV 89166

35 HRDFNP1 89166

20 P
(a-b)

Jan. 01 1998 12:04AM P1

FAX NO. :

FROM :

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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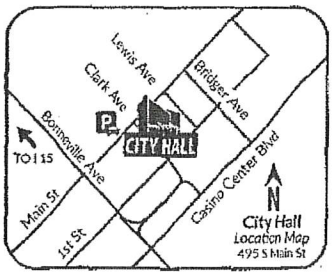

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☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0199 and 20-0199-MOD1 and 20-0199-TMP1
Planning Commission Meeting of ***11/10/2020***

20-0199-MOD1
12613313023
KROLL JONI
7437 RIVERMEADE ST
LAS VEGAS NV 89166

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NOV 10 2020
Dept of Planning
City of Las Vegas

35 HRDFNP1 89166

20 P
(a-b)

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Development Services Center
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Las Vegas, Nevada 89106

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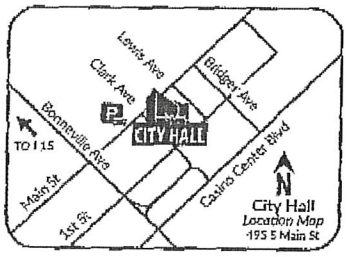

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20-0199 and 20-0199-MOD1 and 20-0199-TMP1
Planning Commission Meeting of **11/10/2020**

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NOV 10 2020
Dept of Planning
City of Las Vegas

20-0199-MOD1
12624315038
VARGAS TINO M & ROSA ELENA
6755 HAYMARKET ST
LAS VEGAS NV 89166

20 P
(a-b)

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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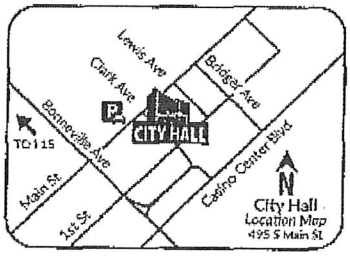

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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20-0199 and 20-0199-MOD1 and 20-0199-TMP1
Planning Commission Meeting of **11/10/2020**

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NOV 10 2020
Dept of Planning
City of Las Vegas

20-0199-MOD1
12624315038
VARGAS TINO M & ROSA ELENA
6755 HAYMARKET ST
LAS VEGAS NV 89166

Duplicate - Not Counted

20 (a-b) P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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20-0199 and 20-0199-MOD1 and 20-0199-TMP1
Planning Commission Meeting of **11/10/2020**

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NOV 10 2020
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City of Las Vegas

20-0199-MOD1
12624122022
HAYNES RODNEY M & TERESA L
7125 FLORA LAM ST
LAS VEGAS NV 89166

35 HRDFNP1 89166

Nov. 4. 2020 6:48AM Materials Management No. 0165 P. 1/2

20 P
(a-b)

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
78a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0199-MOD1 - Major Modification of the BLM 270 Design Guidelines TO CHANGE THE NAME TO "SKYE HILLS (BLM 270);" ADD THE R-TH (SINGLE FAMILY ATTACHED RESIDENCES) ZONING CLASSIFICATION; ADD CELL TOWERS AS A PERMITTED USE; REVISE THE MAXIMUM HEIGHT ALLOWED FOR INTERIOR RETAINING WALLS; ADD A GATED STREET ENTRY SECTION; AND ADD A NARROWED STREET SECTION on 275.80 acres generally located south of Farm Road, West of the Puli Trail alignment, north of Tropical Parkway and east of the future Sheep Mountain Parkway alignment (APNs Multiple).

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	9	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

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: December 16, 2020

Agenda Item No.:
78b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0199-TMP1 - FOR A PROPOSED 215-LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION on 15.30 acres at the southwest corner of Dorrell Lane and Puli Road (APN 126-23-610-001), PD (Planned Development) Zone.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	9	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
79

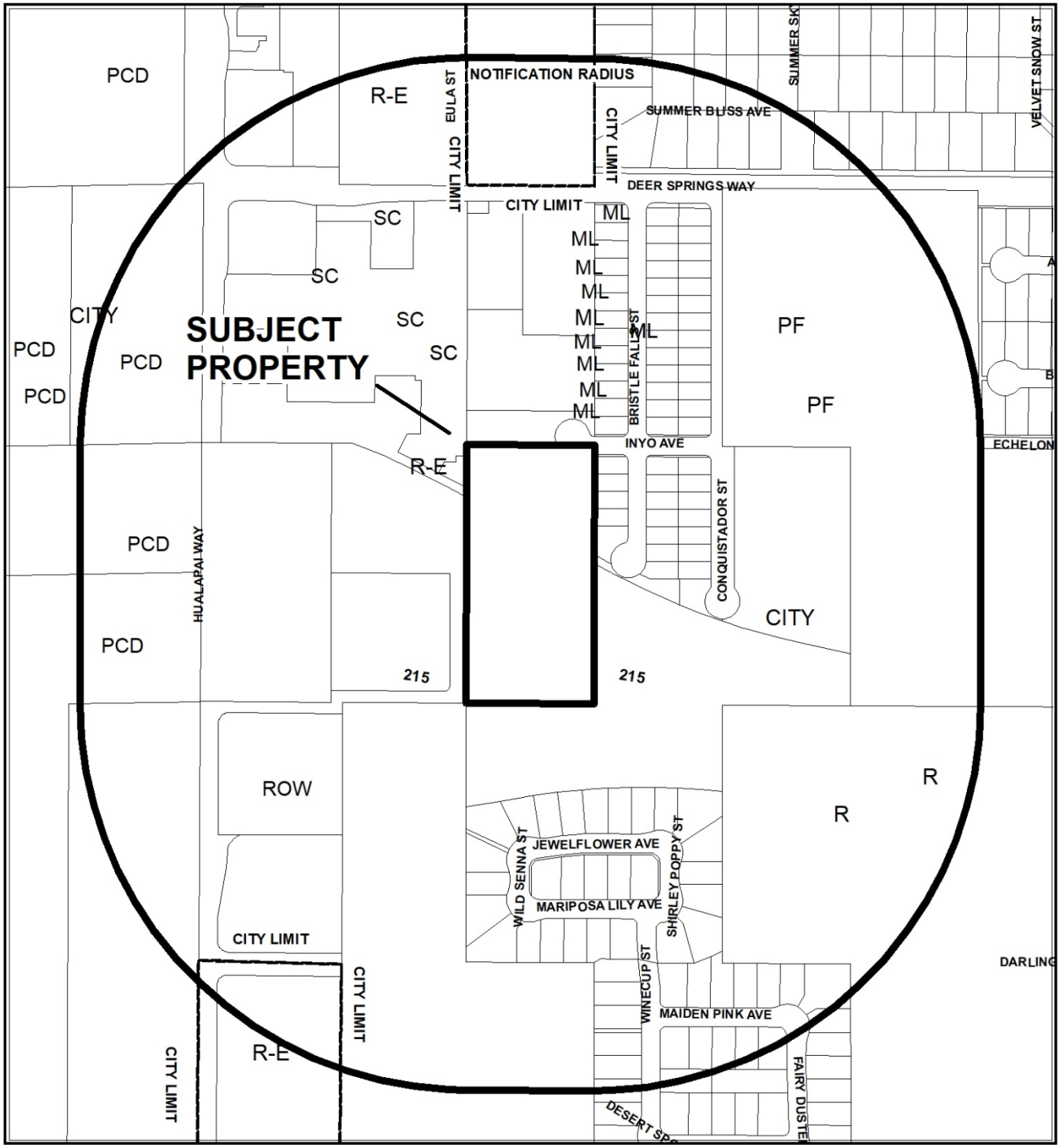
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0102 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS - For possible action on the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL on the Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps for 20-0102-GPA1
2. Land Use Map for 20-0102-GPA1
3. Location and Aerial Maps for 20-0102-ZON1
4. Land Use Map for 20-0102-ZON1
5. Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. Backup Submitted from the November 18, 2020 City Council Meeting
10. Submitted after Final Agenda - Abeyance Request Letter
11. Backup Submitted for the October 13, 2020 Planning Commission Meeting

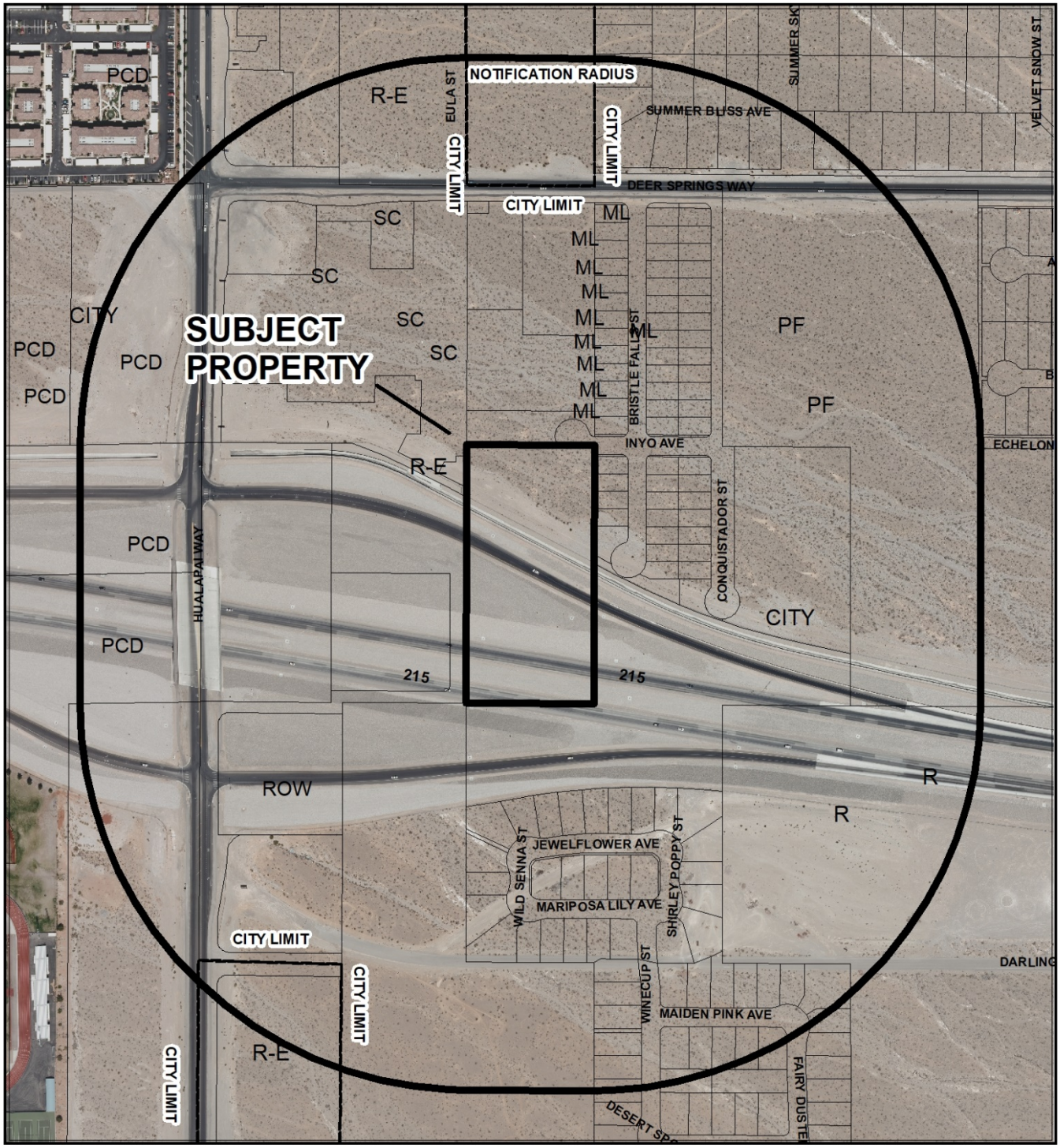


CASE: **20-0102-GPA1**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: DR (DESERT RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)



0 295 590 Feet

CASE: **20-0102-GPA1**

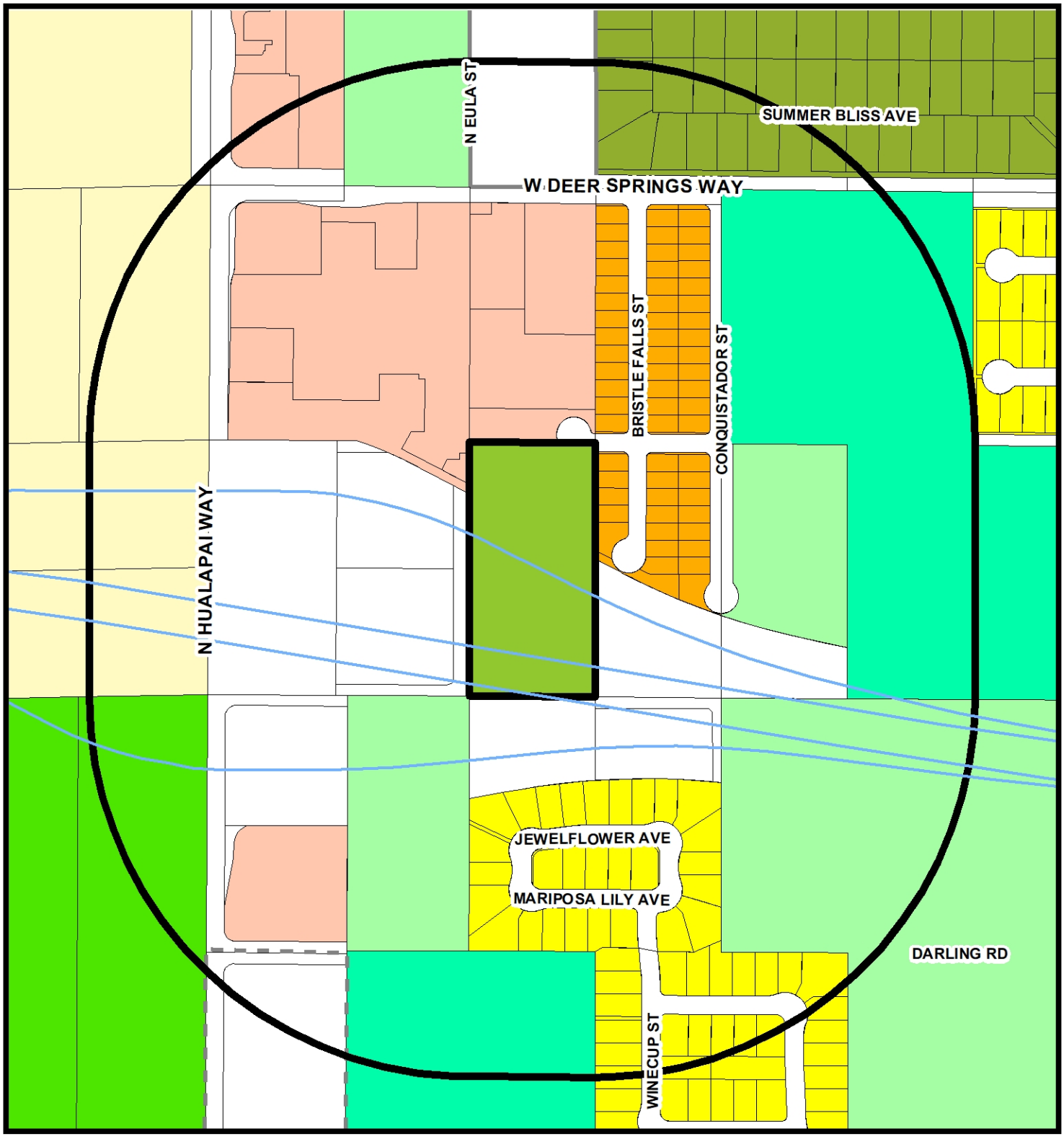
RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: DR (DESERT RURAL DENSITY RESIDENTIAL)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: M (MEDIUM DENSITY RESIDENTIAL)

N

20-0102-GPA1



General Plan Amendment

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium Low
- Medium Low Attached
- Medium
- High
- Form-Based Code
- Planned Community Development
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industry / Research
- Traditional Neighborhood Development
- Downtown Redevelopment Area
- Parks/Recreation/Open Space
- Public Facilities
- Public Facilities - School
- Public Facilities - Clark County
- Town Center
- Resource Conservation
- Commercial (Downtown Land-Use)
- Mixed Use (Downtown Land-Use)

FROM DR TO M

- Subject Property
- 1000ft Buffer
- City Limits

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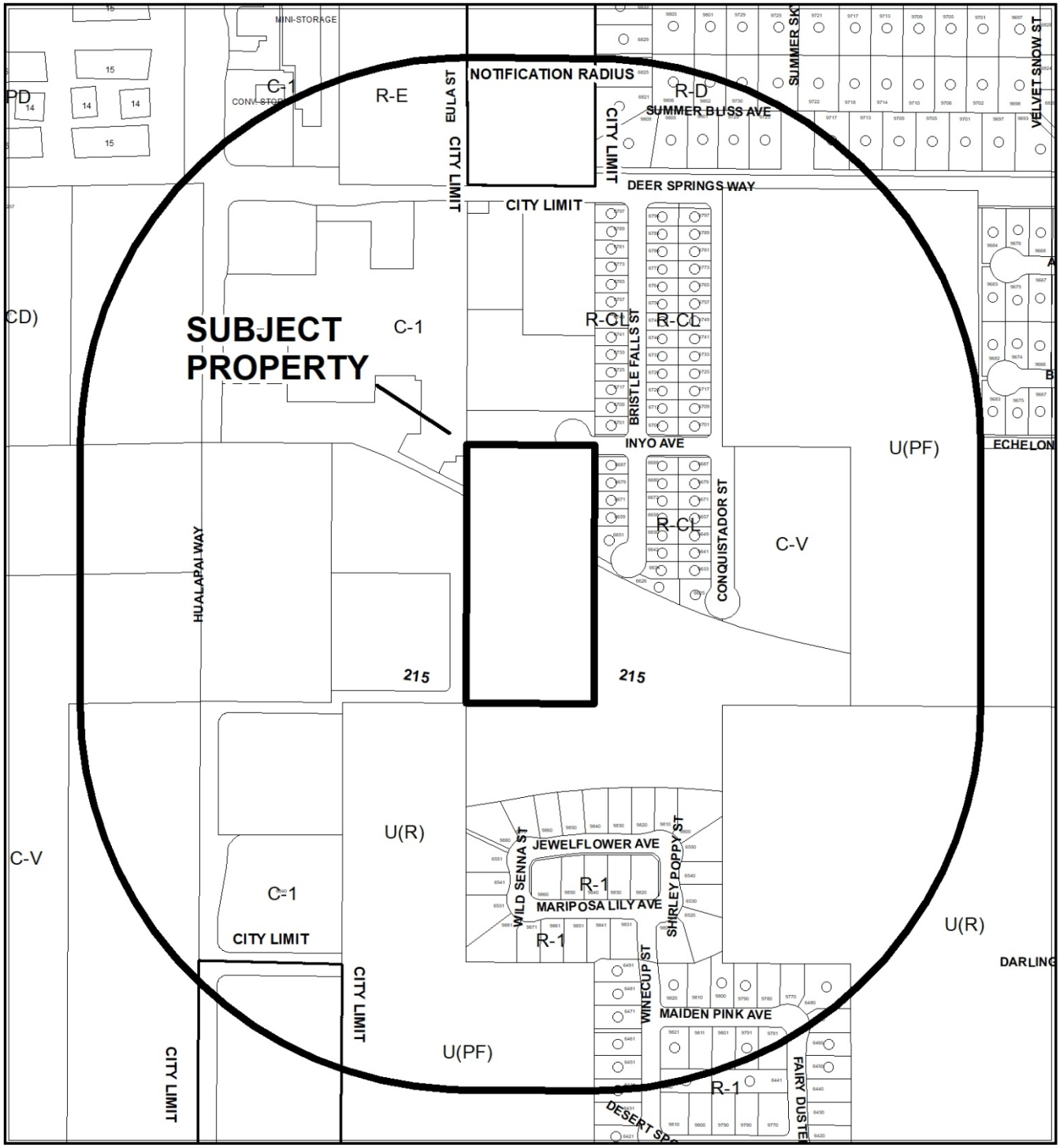
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, September 1, 2020



0 295 590 Feet

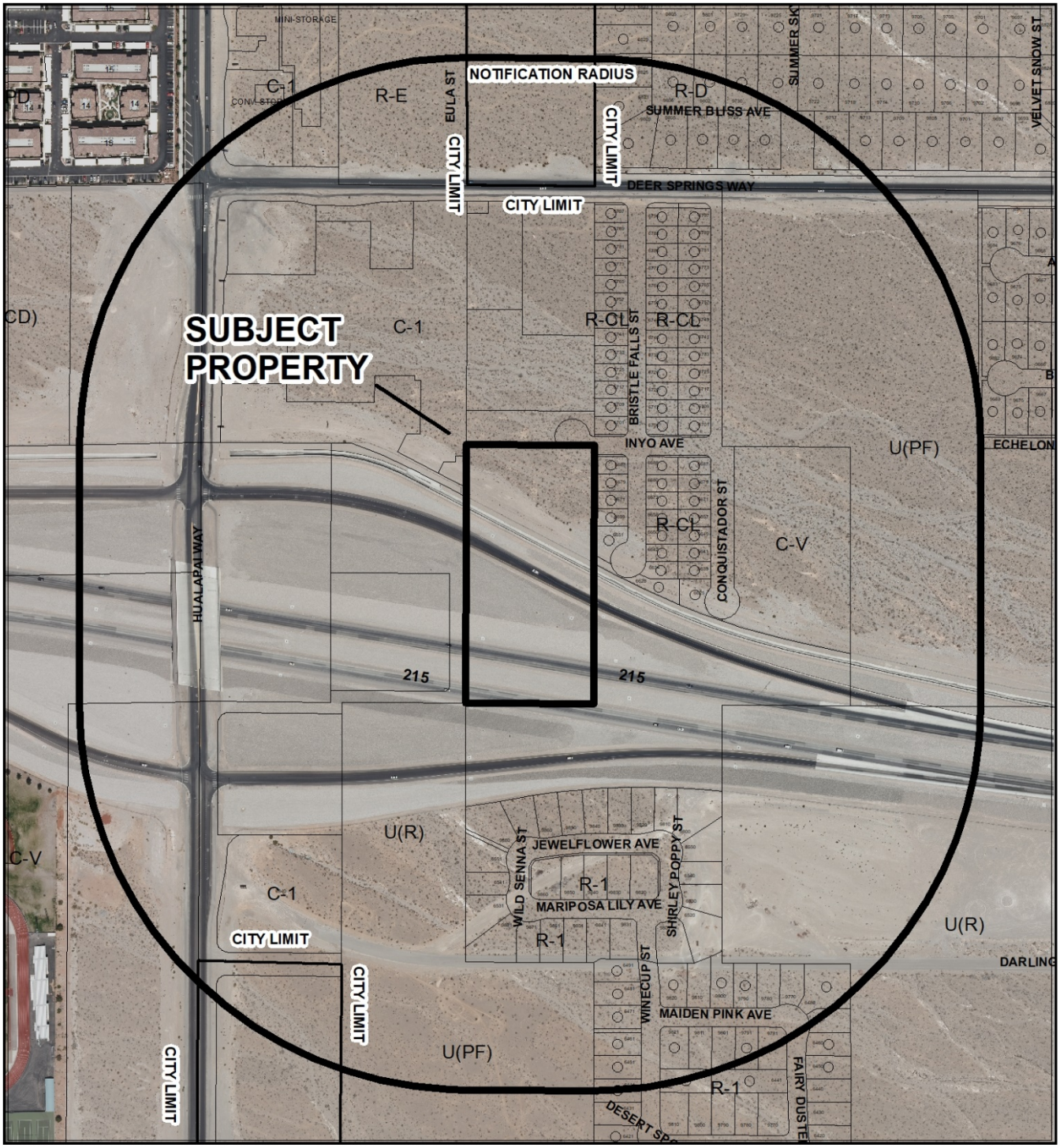
CASE: 20-0102-ZON1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

N



0 295 590 Feet

CASE: 20-0102-ZON1

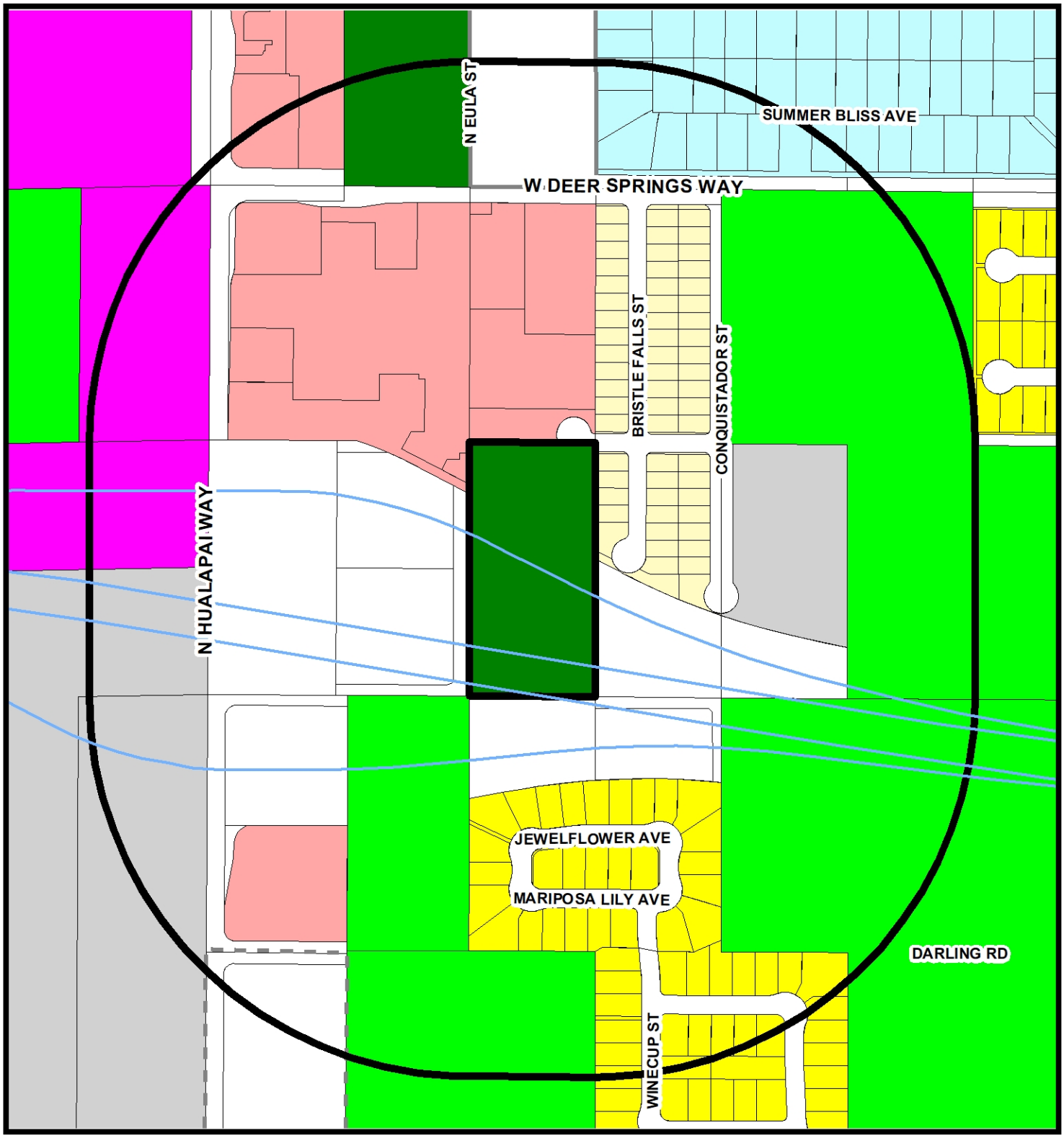
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-3 (MEDIUM DENSITY RESIDENTIAL)

N

20-0102-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T4-C - T4 Corridor
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- TC - Town Center

FROM R-E TO R-3

Subject Property

1000ft Buffer

City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, September 1, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 18, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0102-GPA1	Staff recommends APPROVAL.	
20-0102-ZON1	Staff recommends APPROVAL.	20-0102-GPA1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 34

NOTICES MAILED 160 (By City Clerk)

PROTESTS 5

APPROVALS 0

JB

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a General Plan Amendment from DR (Desert Rural Density Residential) to M (Medium Density Residential); and a request to Rezone from R-E (Residence Estates) to R-3 (Medium Density Residential) on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street.

ISSUES

- A Site Development Plan Review has not been submitted for this site that would exhibit more specific development characteristics.

ANALYSIS

The site is located in the Centennial Hills Sector within an area that is located adjacent to the 215 Clark County Highway and is surrounded by commercial and single-family residential land uses. The neighboring lots to the north and west are zoned C-1 (Limited Commercial) and lots to the east adjacent to Bristle Falls Street are zoned R-CL (Single Family Compact-Lot).

The subject site consists of one 5.00 acre parcel zoned R-E (Residence Estates) with a DR (Desert Rural Density Residential) General Plan land use designation. The R-E (Residence Estates) zoning district is intended to provide for low density residential units located on large lots and conveying a rural environment.

The R-E (Residence Estates) district is consistent with the DR (Desert Rural Density Residential) category of the General Plan. The predominant lifestyle feature of these residential areas is single-family homes on large lots, many including equestrian facilities. This is a generally rural environment that permits greater privacy and some noncommercial raising of domestic animals. This category allows up to 2.49 units per acre. The DR (Desert Rural Density Residential) General Plan land use designation allows the U (Undeveloped) and R-E (Residence Estates) zoning districts.

The applicant has submitted a request for a General Plan Amendment (20-0102-GPA1) from DR (Desert Rural Density Residential) to M (Medium Density Residential). The M (Medium Density Residential) General Plan land use designation allows the R-TH (Single Family Attached), R-2 (Medium-Low Density Residential) and R-3 (Medium Density Residential) zoning districts. The M (Medium Density Residential) General Plan land use designation is intended to allow for the development of multi-family units such as duplexes, townhouses, and low-density apartments. This category allows 25.49 or more units per acre. Staff has determined that the more dense allowable residential land uses are consistent with the adjacent SC (Service Commercial) and ML (Medium-Low Density Residential) General Plan land uses surrounding the subject site.

In addition, the applicant has requested an associated Rezoning (20-0102-ZON1) from R-E (Residence Estates) to R-3 (Medium Density Residential). The R-3 (High Density Residential) is intended to allow for the development of a variety of multi-family units such as duplexes, townhouses and medium density apartments. The R-3 (Medium Density Residential) zoning district is consistent with the proposed M (Medium Density Residential) category of the General Plan.

Staff has determined the proposed M (Medium Density Residential) General Plan designation and R-3 (Medium Density Residential) zoning district are compatible and harmonious with the existing C-1 (Limited Commercial) and R-CL (Single Family Compact-Lot) developments in the area; therefore, staff recommends approval of these applications.

FINDINGS (20-0102-GPA1)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The proposed M (Medium Density Residential) General Plan designation will allow for the development of multi-family units such as duplexes, townhouses, and low-density apartments, which is consistent with the adjacent SC (Service Commercial) and ML (Medium-Low Density Residential) general plan land uses surrounding the subject site.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The M (Medium Density Residential) General Plan land use designation allows the R-TH (Single Family Attached), R-2 (Medium-Low Density Residential) and R-3 (Medium Density Residential) zoning districts. The applicant has proposed a Rezoning (20-0102-ZON1) from R-E (Residence Estates) to R-3 (Medium Density Residential) on the subject site, which is consistent with the proposed M (Medium Density Residential) General Plan designation.

3. **There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and**

   The subject site is directly adjacent to Inyo Avenue, which is designated as a Local Street as designated by Title 13; and provides access to transportation and recreational facilities to accommodate the subject site.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   All applicable plans and policies are met with the proposed amendment.

FINDINGS (20-0102-ZON1)

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 Rezoning from R-E (Residence Estates) to R-3 (Medium Density Residential) would be in conformance with the proposed M (Medium Density Residential) General Plan Designation under the Centennial Hills Sector Plan of the General Plan

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   Staff has determined that the proposed R-3 (Medium Density Residential) zoning district is consistent with the proposed M (Medium Density Residential) General Plan land use designation, the allowable Medium Density Residential land uses are compatible with the existing C-1 (Limited Commercial) and R-CL (Single Family Compact-Lot) zoning districts which surrounds the site.

3. Growth and development factors in the community indicate the need for or appropriateness of the rezoning.

Development of the adjacent C-1 (Limited Commercial) and R-CL (Single Family Compact-Lot) zoning districts which surrounds the site warrant the proposed R-3 (Medium Density Residential) zoning district on the subject site.

4. Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.

The site is accessed by Inyo Avenue, a 47-foot Local Street as designated by the Title 13, which will provide adequate capacity to serve the subject site.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/03/17	The City Council approved a request for a Petition of Annexation (ANX-67648) to annex 5.00 acres on the south side of Inyo Avenue, approximately 110 feet west of Bristle Falls Street.
10/13/20	The Planning Commission unanimously voted to recommend ***DENIAL*** of the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore). **20-0102-GPA1** - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL). **20-0102-ZON1** - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL).
11/18/20	The City Council voted to accept the applicant's request to HOLD IN ABEYANCE to the December 16, 2020 City Council meeting the following the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore). **20-0102-GPA1** - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL). **20-0102-ZON1** - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL).

Most Recent Change of Ownership	
06/17/20	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no Building Permits or Business Licenses associated with the subject site.

Pre-Application Meeting	
02/18/20	A pre-application meeting was conducted with the applicant to go over the application materials and submittal requirements for a General Plan Amendment and Rezoning on the subject site.

Neighborhood Meeting	

09/24/20	A neighborhood meeting was held at City Hall at 495 North Main Street, at 5:30pm to discuss the proposed General Plan Amendment and Rezoning at the subject site, Assessor's Parcel 125-19-301-012.
	
	The meeting was attended by one staff member. There were two (2) members of the public in attendance and the following concerns were raised:
	• Where will access to the site come from?
	  ○ The applicant indicated the site will be accessed from Bristle Falls Street and Conquistador Street.
	• Additional residential units on the subject site will create traffic issues on Bristle Falls Street and Conquistador Street, which are narrow residential streets.
	  ○ The applicant indicated they intend on developing a residential development that will be built at grade and match the surrounding development.

Field Check	
03/05/20	Staff conducted a routine site visit and found the subject site to be an undeveloped parcel of land with desert vegetation throughout the site.

Details of Application Request	
Site Area	
Gross Acres	5.00

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	DR (Desert Rural Density Residential)	R-E (Residence Estates)
North	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)
South	215 Freeway	ROW (Right-of-Way)	ROW (Right-of-Way)
East	Single Family Detached Dwellings	ML (Medium-Low Density Residential)	R-CL (Single Family Compact-Lot)
West	Shopping Center	SC (Service Commercial)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails – Multi Use Non Equestrian	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 19.06.110, the following standards apply:

Standard	***Required/Allowed***
Min. Lot Size	6,500 SF
Min. Lot Width	N/A
Min. Setbacks • Front • Side • Corner • Rear	 10 Feet 5 Feet 5 Feet 20 Feet
Minimum Distance Between Buildings	10 Feet
Max. Lot Coverage	13-50[1]
Max. Building Height	N/A

The maximum dwelling units per acre (DUA) is determined by the underlying General Plan Designation and may not exceed the density permitted under said designation.

Existing Zoning	***Permitted Density***	***Units Allowed***
R-E (Residence Estates)	N/A	12
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-3 (Medium Density Residential)	13-50	Determined by Underlying General Plan Designation
Existing General Plan	***Permitted Density***	***Units Allowed***
DR (Desert Rural Density)	2.49	12
Proposed General Plan	***Permitted Density***	***Units Allowed***
M (Medium Density Residential)	25.49	127

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Inyo Avenue	Local Street	Title 13	47	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) Southside of Inyo Avenue, 90 feet west of Bristle Falls St

Project Name Exit 215 LLC **Proposed Use** Multi Family

Assessor's Parcel #(s) 125-19-301-012 **Ward #** 6

General Plan: Existing DR Proposed M **Zoning:** Existing R-E Proposed R-3

Additional Information _____

Property Owner Philip H Davis Contact _____

Address 10450 W Cheyenne Ave #130 City Las Vegas State NV Zip 89129

E-mail phil@phdpropertiesinc.com Phone 702-873-1167

Applicant M Square Commercial Contact Brittany Megrath

Address 10450 W Cheyenne Ave #130 City Las Vegas State NV Zip 89129

E-mail bmegrath@msquarecommercial.com Phone 702-858-7792

Representative M Square Commercial Contact Brittany Megrath

Address 10450 W Cheyenne Ave #130 City Las Vegas State NV Zip 89129

E-mail bmegrath@msquarecommercial.com Phone 702-858-7792

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 _____

State of Nevada County of Clark.

Subscribed and sworn before me by Philip H Davis

This 23rd day of July, 2020

_____

Notary Public in and for said County and State

20-0102
07/07/2020

DONNA ROCK
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 11-5638-1
MY APPT. EXPIRES SEPTEMBER 15, 2023



20-0102-GPA1 AND 20-0102-ZON1 - APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS
SOUTH SIDE OF INYO AVENUE, WEST OF BRISTLE FALLS STREET

09/03/2020



20-0102-GPA1 AND 20-0102-ZON1 - APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS
SOUTH SIDE OF INYO AVENUE, WEST OF BRISTLE FALLS STREET

09/03/2020

COMMERCIAL

July 15, 2020

Jonathan Boyles, Senior Planner
Department of Planning, City of Las Vegas
333 North Rancho Drive
Las Vegas, NV 89109

Re: APN: 125-19-301-012 – Justification Letter

Dear Mr. Boyles,

On behalf of Philip H Davis and Exit 215 LLC, we are respectfully submitting an area description for a General Plan Amendment and Zone change for the 1.68-acre parcel located at the southside of Inyo Ave, 90 feet west of Bristle Falls St.

Area Description:
The parcel consists of 1.68-acres currently planned DR – Desert Rural Density Residential, and zoned R-E - Residence Estates. Parcel is located at the southside of Inyo Ave, 90 feet west of Bristle Falls St. We are submitting for a General Plan Amendment to M – Medium and Zone change to R-3 Residential Medium Density (18 units per gross acre).

The parcel is bound by properties with planned land use and zoning as follows:

- North: SC Service Commercial, C-1 Limited Commercial
- East: ML Medium-Low Density Residential; R-CL Single Family Compact-Lot
- West: SC Service Commercial, C-1 Limited Commercial
- South: Interstate 215 off ramp at N Hualapai Way, ROW (Right of Way)

The parcel will have access from the residential community to the east off Inyo Ave.

We appreciate your time and consideration of our parcel undergoing this review and amendment. Please reach out with any feedback, questions and or concerns to Brittany Megrath at (702) 858-7792 or via email at bmegrath@msquarecommercial.com.

Respectfully,

Brittany Megrath
Todd Megrath
Philip Davis

20-0102
07/27/2020

KAEMPFER CROWELL

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

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LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

November 16, 2020

VIA FACSIMILE
702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Hold – Brittany Megrath
(20-0102-GPA1 & ZON1) Item No. 55(a & b)

Dear Ms. Holmes:

This office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on November 18, 2020 and we respectfully request that they be held for 30 days until the **December 16, 2020** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

BOB Gronauer

Robert J. Gronauer

RJG/mlt

Submitted after final agenda
Items 55-55b

2681072.1

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Office of The City Clerk
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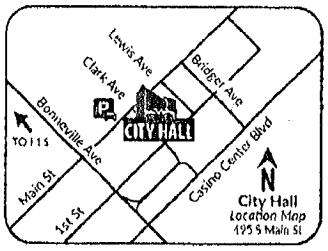

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0102 and 20-0102-GPA1 and 20-0102-ZON1

City Council Meeting of **11/18/2020**

20-0102
12519311030
BUTLER KENNETH SCOTT & CATHY JOI
6733 CONQUISTADOR ST
LAS VEGAS NV 89149

39 HRDFNP1 89149

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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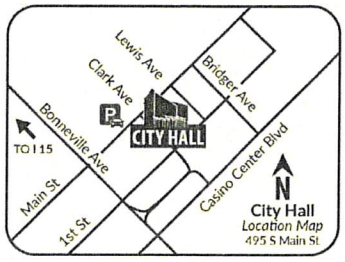

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0102 and 20-0102-GPA1 and 20-0102-ZON1
City Council Meeting of **11/18/2020**

20-0102
12519311009
O'BRIEN SHAUNA
6651 BRISTLE FALLS ST
LAS VEGAS NV 89149

Medium density would create our little neighborhood street into a major thoroughfare for this development. Please protect us! Planning Comm. recommends Denial! not a fit for OUR neighborhood!

39 HRDFNP1 89149

Application Information

20-0102 - PUBLIC HEARING - APPLICANT: BRITTANY MEGRATH - OWNER: PHILIP DAVIS - For possible action on the following Land Use Entitlement project requests on a portion of 5.00 acres located on the south side of Inyo Avenue, approximately 90 feet west of Bristle Falls Street (APN 125-19-301-012), Ward 6 (Fiore). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL on the Land Use Entitlement project.

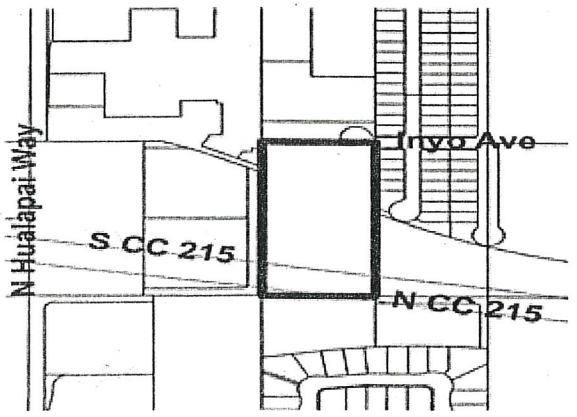
20-0102-GPA1 - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

20-0102-ZON1 - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL. Brittany Megrath

We hope you abide by Planning Commission for denial

Shauna O'Brien

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	11/18/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**

Submitted after final agenda posting
Item 55-55b

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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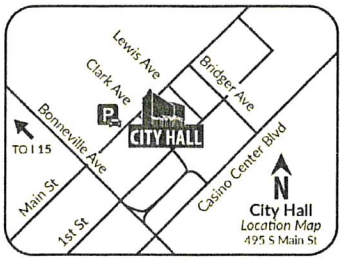

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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20-0102 and 20-0102-GPA1 and 20-0102-ZON1
City Council Meeting of **11/18/2020**

20-0102
12519411019
MATZ RONALD & SANDRA TRUST
MATZ RONALD W & SANDRA TRS
2078 CECIL RICHARDSON
FLAGSTAFF AZ 86005

24 HRDFNP1 86005

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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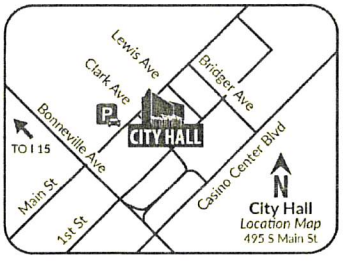

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0102 and 20-0102-GPA1 and 20-0102-ZON1
City Council Meeting of **11/18/2020**

20-0102
12519410016
KUEWA STEPHANIE & JUSTIN
9820 MAIDEN PINK AVE
LAS VEGAS NV 89149

Submitted after final agenda
Items 55-55b

39 HRDFNP1 89149

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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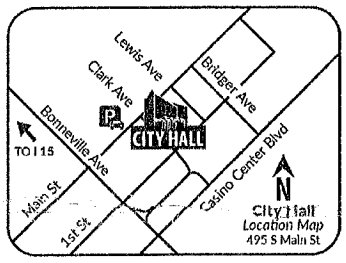

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0102 and 20-0102-GPA1 and 20-0102-ZON1
City Council Meeting of **11/18/2020**

20-0102
12519210003
BELLA ROSE TRUST
MCELWAIN DAVID W & JANET L TRS
9801 SUMMER BLISS AVE
LAS VEGAS NV 89148

39 HRDFNP1 89149

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE
ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

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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

December 15, 2020

VIA FACSIMILE
702-382-4803

Ms. LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Mail Street
Las Vegas, NV 89101

Re: Request for 2 Week Hold
Brittany Megrath
(20-0102-GPA1 & ZON1) Item No. 79(a & b)

Dear Ms. Holmes:

This office represents the applicant in the above-referenced matters. We respectfully request that these applications be continued from their presently scheduled hearing date of December 16, 2020 until the Las Vegas City Council hearing of **January 6, 2021** so that we can hold a neighborhood meeting.

Thank you again for your kind consideration and please contact our office if you have any questions.

Sincerely,

KAEMPFER CROWELL

BOB Gronauer

Robert J. Gronauer

RJG/adb

Submitted after final agenda

2707834_1.docx

19670.1

Date 12/15/20 Item 79a-79b

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

#9

Form Name:	Planning Application Comments 2020
Submission Time:	October 7, 2020 12:11 pm
Browser:	Safari 14.0 / OS X
IP Address:	71.222.34.101
Unique ID:	674995281
Location:	36.144298553467, -115.27940368652

Meeting Date	Tuesday, October 13, 2020
Project Number	20-0102
Position	I OPPOSE the project and all related applications.
Name	Shauna OBrien
Residential or Business Address	6651 Bristle Falls St Las Vegas, NV 89149
Phone	(702) 658-4010
Email	SOBrienProductions@gmail.com
Comments	Medium density would bring a lot of traffic through our 2 little community streets. Medium denisty would allow for apartments or building 5 stories high This is not in line with the neighborhood 2 stories should be max No apartments. we bought into a development of Centennial Hills that has single story ranch homes across the street for $600K and our homes that are 2 story- and only 60 of them. Now our little streets will have to support a whole new community? We feel as a community there will be a lot of danger in the amount of traffic through our minimally lit streets where our kids play and where we as homeowners we walk our dogs in the evening. We don't oppose development we just oppose medium density. We ask the commission and council to support this community is keeping our neighborhood safe of car and truck traffic Thank You -Shauna OBrien Secretary Bristle Falls HOA BOARD MEMBER

Submitted at Planning Commission

Date 10/13/2020 Item 9

Form Name:	Planning Application Comments 2020
Submission Time:	October 7, 2020 2:00 pm
Browser:	Chrome 85.0.4183.121 / Windows
IP Address:	72.203.55.118
Unique ID:	675045584
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, October 13, 2020
Project Number	20-0102
Position	I OPPOSE the project and all related applications.
Name	Alvin Jackson
Residential or Business Address	6701 Bristle Falls St Las Vegas, NV 89149
Phone	(702) 201-7329
Email	swingtempo@yahoo.com
Comments	We vehemently oppose the changes proposed to make this a medium density project! It's bad enough they are building on land our builder told us would not be developed, but then to attempt to push through another project is asinine. We'd have 70 to 100 additional cars on the streets, parking lot, and blocking our public mailboxes. This is too much development and would severely subtract from the value of my property (and that of all my neighbors), making any kind of resale impossible. I would ask the builder to abandon this plan altogether. We would never agree to destroy our neighborhood! This would do just that...both financial for us and aesthetically for our neighborhood.

Form Name:	Planning Application Comments 2020
Submission Time:	October 7, 2020 8:41 pm
Browser:	Chrome 85.0.4183.121 / Windows
IP Address:	174.72.143.190
Unique ID:	675153726
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, October 13, 2020
Project Number	20-0102
Position	I OPPOSE the project and all related applications.
Name	willie Thompson
Residential or Business Address	6796 bristle falls street LAS VEGAS, NV 89149
Phone	(702) 686-0145
Email	williebthompsonjr@yahoo.com
Comments	This project should not be approved! My community can not support the increase of vehicle traffic. This will also, be a safety concern.

Form Name:	Planning Application Comments 2020
Submission Time:	October 7, 2020 8:49 pm
Browser:	Chrome 85.0.4183.121 / Windows
IP Address:	72.203.57.78
Unique ID:	675155002
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, October 13, 2020
Project Number	20-0102
Position	I OPPOSE the project and all related applications.
Name	Jamila McMallow
Residential or Business Address	6717 Bristle Falls St. Las Vegas, NV 89149
Email	claytonandjamila@cox.net
Comments	This project is going to increase the traffic through our community to unsafe levels. It's bad enough the current construction project going on behind our homes for the past year included bricks from the wall falling into our yard, trash/garbage as well, etc. (AIMS building services) So, enough is enough. This project involves a small tract of land and it should not be allowed to be rezoned as it would seriously infringe upon the quiet enjoyment of our property and right to live in a community free of excessive traffic. It is not okay for someone who does not live here to come in and build something that will negatively affect our community and lifestyle. So, my husband and I are completely against and oppose this project.

Form Name:	Planning Application Comments 2020
Submission Time:	October 8, 2020 8:14 am
Browser:	Chrome 85.0.4183.121 / Windows
IP Address:	71.38.98.248
Unique ID:	675363894
Location:	36.151100158691, -115.110496521

Meeting Date	Tuesday, October 13, 2020
Project Number	20-0102
Position	I OPPOSE the project and all related applications.
Name	Cynthia Townsend
Residential or Business Address	6672 Bristle Falls Street Las Vegas, NV 89149
Phone	(702) 713-9373
Email	ctownsend427@gmail.com

Form Name:	Planning Application Comments 2020
Submission Time:	October 8, 2020 10:25 am
Browser:	Chrome 85.0.4183.121 / Windows
IP Address:	72.203.52.30
Unique ID:	675435821
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, October 13, 2020
Project Number	20-0102
Position	I OPPOSE the project and all related applications.
Name	Sharon Hendrickson
Residential or Business Address	6671 Bristle Falls Street Las Vegas, NV 89149
Email	sharonrjacobs@gmail.com
Comments	The lot behind our house should stay residential compact lot. The lot is not big enough to have a high-rise back there. This is a small community and having that many cars going down our street would be horrible. There are a lot of kids living in this area and the high traffic could cause incidents and people parking down our street who don't live on Bristle Falls.

Form Name:	Planning Application Comments 2020
Submission Time:	October 8, 2020 11:35 am
Browser:	Chrome 85.0.4183.121 / Windows
IP Address:	24.234.216.73
Unique ID:	675471031
Location:	36.144298553467, -115.18299865723

Meeting Date	Tuesday, October 13, 2020
Project Number	20-0102
Position	I OPPOSE the project and all related applications.
Name	Jamie Hendrickson
Residential or Business Address	6671 BRISTLE FALLS STREET LAS VEGAS, NV 89149
Phone	(702) 348-5934
Email	kenpostudent@gmail.com
Comments	I oppose the project for a few reasons: 1) When my wife and I purchased the home, we were expressly told by the builder that there would be no developments directly behind our property (except the planned Albertson's shopping center). While I understand that we are not necessarily able to rely on that representation nearly four years later, as circumstances change, the open space behind our property was part of the benefit of the bargain. 2) An apartment complex in the small space allotted is not ideal. There would not be adequate parking or outlets for the traffic. Our neighborhood consists of two small residential streets, which would bear the brunt of the traffic into and out of an apartment complex. An apartment complex would increase traffic, especially from delivery drivers from Postmates, GrubHub, Amazon, etc. Parking for the apartment complex would overflow into our neighborhood. It would be a disaster, as the two small residential streets cannot handle that level of vehicle traffic. 3) The increase in population to such a small area will likely increase crime. I would not oppose a small housing development in the same space. Even a small business complex would be more advisable.

Form Name:	Planning Application Comments 2020
Submission Time:	October 11, 2020 7:41 am
Browser:	Chrome Mobile 85.0.4183.81 / Android
IP Address:	72.203.45.198
Unique ID:	676444608
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, October 13, 2020
Project Number	20-0102
Position	I OPPOSE the project and all related applications.
Name	Deborah Oh
Residential or Business Address	6679 Bristle Falls st Las Vegas, NV 89149
Phone	(702) 287-3067
Email	ohyuson@gmail.com
Comments	I oppose the high density building or houses that can cause the traffic in the small street surrounding residents. It has to be low or medium density that can limit the traffic and parking spaces.

Nora Lares

From: Peter Lowenstein
Sent: Thursday, October 8, 2020 7:05 AM
To: Nora Lares
Subject: FW: Project 20-0102

Follow Up Flag: Follow up
Flag Status: Completed

RECEIVED
OCT 08 2020
Dept of Planning
City of Las Vegas

For the backup. Thank you.

Peter Lowenstein, AICP
Deputy Planning Director
Department of Planning
702-229-4693 Office | 702-474-7463 Fax
333 N. Rancho Drive, 3rd Floor, Las Vegas, NV 89106

-----Original Message-----
From: claytonandjamila@cox.net <claytonandjamila@cox.net>
Sent: Wednesday, October 7, 2020 9:09 PM
To: Peter Lowenstein <plowenstein@LasVegasNevada.GOV>; Robert Summerfield <rsummerfield@LasVegasNevada.GOV>
Subject: Project 20-0102

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Dear Mr. Lowenstein and Mr. Summerfield,

I am writing in reference to Project 20-0102. I live in the Bristle Falls community and would like to express my concerns regarding this project that is up for approval.

Our community is only two streets and if this project were allowed it would increase traffic through our community to unsafe and excessive levels. Not only the building project itself, but the completed project once it is done.

Unfortunately, our community has suffered over the past year due to the AIMS Building Services project behind our homes that is STILL in progress and has caused damage and flagrant disregard for our homes and properties. So, enough is enough.

Pg 1 of 2
9(a-b)
P nv

This project 20-0102 involves a small parcel of land and to allow the owner to rezone it in order to jam pack more people in is not only a safety issue but an infringement upon our rights as Bristle Falls community members to the quiet enjoyment of our properties.

Please do the right thing here. It's so unfortunate that we spend hundreds of thousands of dollars to purchase a home to have a place to live with our families, only to have people who do not live here, come in and build things that just disturb and disrupt our peace. Families live here. Children play here. Our homes are our havens and where we go at the end of the day to rest and enjoy our families. We're just asking that you help us to keep that in tact and not allow commercialism to over shadow what's really important and really matters.

Thank you in advance for your time and consideration.

Sincerely,

Jamila McMallow

Nora Lares

From: Peter Lowenstein
Sent: Monday, October 12, 2020 8:31 AM
To: Nora Lares
Subject: FW: PROJECT NUMBER 20-0102

Please include this e-mail in the back up. Thank you.

From: Devin Wahl <devin.wahl@yahoo.com>
Sent: Friday, October 9, 2020 11:00 AM
To: Peter Lowenstein <plowenstein@LasVegasNevada.GOV>
Subject: PROJECT NUMBER 20-0102

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Hello Peter,

I understand you guys are thinking of putting up 33 units and the only access would be our 2 streets here at Bristle Falls. Could there be a different street added as well so they don't add traffic to our residential street? My son rides his bike on this street.

Devin

Sent from Yahoo Mail on Android

9(a-b) C
nr

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
79a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0102-GPA1 - ABEYANCE ITEM - FROM: DR (DESERT RURAL DENSITY RESIDENTIAL) TO: M (MEDIUM DENSITY RESIDENTIAL). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	5	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

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: December 16, 2020

Agenda Item No.:
79b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0102-ZON1 - ABEYANCE ITEM - FROM: R-E (RESIDENCE ESTATES) TO: R-3 (MEDIUM DENSITY RESIDENTIAL). The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	5	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) recommends DENIAL. Staff recommends APPROVAL.

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: December 16, 2020

Agenda Item No.:
80

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0091-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: MICHAEL MUELLER - For possible action on a Council Review of the Denial by the Planning Commission on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED MOUNTED ANTENNA OVER 15 FEET (ULTIMATE HEIGHT) USE at 1016 Carmel Shores Drive (APN 138-28-214-056), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seaman). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	1
City Council Meeting	3	City Council Meeting	5

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Council Review Documentation
2. Location and Aerial Maps
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Protest-Support Postcards
8. Submitted after Final Agenda - Protest/Support Postcards
9. Submitted at Meeting - E-comments
10. Backup Submitted for the October 13, 2020 Planning Commission Meeting
11. Backup Submitted for the November 10, 2020 Planning Commission Meeting

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
November 17, 2020

TO:	**FROM:**
DEPARTMENT OF PLANNING	**CITY CLERK**
SUBJECT:	**COPIES TO:**
APPEAL OR CITY COUNCIL REVIEW INFORMATION ON PLANNING COMMISSION ACTIONS	

This is to certify that the following action relative to the Planning Commission decision on the application of:

FILE NO.: **ABEYANCE - 20-0091-SUP1**

APPLICANT: APPLICANT/OWNER: MICHAEL MUELLER

WARD: **Ward 2 (Seaman)**

Appeal by applicant or any other aggrieved person: **Yes** **(No)**

Review requested by City Council: **(Yes)** **No**

November 17, 2020
DATE

DEPUTY CITY CLERK

PLANNING AND DEVELOPMENT DEPARTMENT INFORMATION:

Date of Planning Commission Action **November 10, 2020**

Last day for filing an appeal by applicant or any other aggrieved person. (Appeal period is 10 days after the date of the PC decision). **November 23, 2020**

Last day for a review being requested by the City Council. (Review period is 10 days after the date of the PC decision.) **November 23, 2020**

Set Date: 12/2/2020
CC: 12/16/2020

Carman Burney

From: Stacey Campbell
Sent: Tuesday, November 17, 2020 10:56 AM
To: City Clerk, Deputies
Cc: Carman Burney; Nora Lares
Subject: FW: SUP for Council

Please note the e-mail below. Ward 2 is requesting a Council Review of Item 18 from the 11/10 PC Meeting, 20-0091-SUP1, which was Denied at PC Final Action unless appealed.

From: David McGowan <dmcgowan@lasvegasnevada.gov>
Sent: Tuesday, November 17, 2020 9:07 AM
To: LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>
Subject: SUP for Council

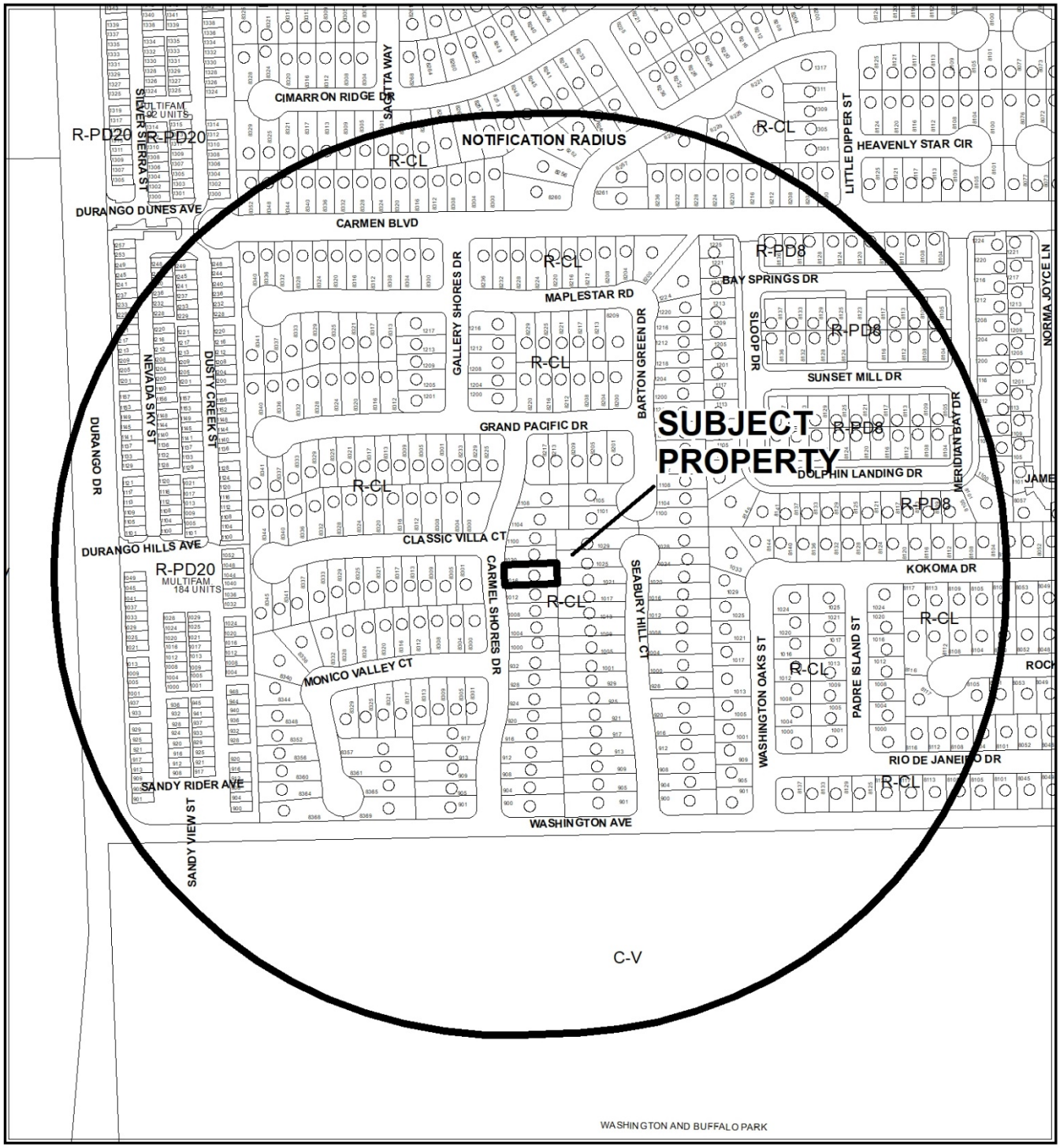
LuAnn

The Councilwoman would like item 20-0091-SUP1 from Planning Commission pulled forward for Council review.

Thanks

David McGowan
Chief of Staff to Ward 2
City Councilwoman Victoria Seaman
702-229-4048 | **702-461-4929**
495 S. Main St. | Las Vegas, NV 89101

lasvegasnevada.gov



0 250 500 Feet

CASE: **20-0091-SUP1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-CL (SINGLE FAMILY COMPACT-LOT)

N



0 250 500 Feet

CASE: **20-0091-SUP1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-CL (SINGLE FAMILY COMPACT-LOT)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MICHAEL MUELLER

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0091-SUP1	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 33

NOTICES MAILED 567 (By City Clerk)

PROTESTS 5

APPROVALS 1

CS

**** CONDITIONS ****

20-0091-SUP1 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

3. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

4. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Special Use Permit request to keep an existing Mounted Antenna over 15 Feet (Ultimate Height) use at 1016 Carmel Shores Drive.

ISSUES

- A Mounted Antenna over 15 Feet (Ultimate Height) use is permitted in the R-CL (Single Family Compact-Lot) zoning district with the approval of a Special Use Permit. Staff does not support the request.
- Code Enforcement Case (#CE20-03282) was opened on 06/08/20 regarding an antenna structure built on a house without permits at the subject site.

ANALYSIS

The subject site is zoned R-CL (Single Family Compact-Lot) and is subject to Title 19 development standards. The purpose of the R-CL District has been to provide for single family units and other customary residential uses on a smaller lot size. The density associated with the R-CL District is consistent with the policies of the ML (Medium-Low Density Residential) category of the General Plan. The applicant requests Special Use Permit (20-0091-SUP1) to keep an existing Mounted Antenna over 15 Feet (Ultimate Height) use. Title 19 defines a Mounted Antenna as “An antenna, other than a wireless communication facility, that is attached to a structure as permitted under this Code.” Ultimate Height is defined as “With regard to an antenna, the maximum height of the antenna above ground level.” The submitted elevation plans depict a maximum antenna height of 65 feet above the ground.

Per the submitted justification letter, the applicant argues that he is a Federally Licensed Amateur Radio Operator and has been in the business for years. He was given information stating that amateur radio operators were no longer required to obtain building permits in order to erect towers and antennas per NRS 278.02085. However, staff contends the Nevada Revised Statutes (NRS) code requires reasonable accommodation of amateur service antenna communications, thus the requirement of the Special Use Permit application.

While the applicant has good intentions with providing emergency communications via the subject antenna, staff finds the antenna to be too massive and obnoxious for a single family compact-lot residential neighborhood. Therefore, staff recommends denial of the request. If approved, it will be subject to conditions.

FINDINGS (20-0091-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed land use cannot be conducted in a manner that is harmonious and compatible within the existing compact lot single family residential subdivision.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site and area, which is zoned R-CL (Single Family Compact-Lot), is not suitable for the intensity of a large roof mounted antenna at this scale.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   The subject site is accessed from Carmel Shores Drive, a 50-foot local street, which is adequate in size to meet the needs 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.**

   If approved, the proposed antenna will be subject to building permit and inspections, thereby protecting the public's health, safety and welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no minimum requirements listed for the Mounted Antenna over 15 Feet (Ultimate Height) use.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
06/08/20	Code Enforcement Case (#CE20-03282) was opened regarding an antenna structure built on a house without permits at 1016 Carmel Shores Drive.

Related Relevant City Actions by Planning, Fire, Code Enforcement, etc.	
10/13/20	The Planning Commission voted (7-0) to hold 20-0091-SUP1 in ABEYANCE to the November 10, 2020 Planning Commission meeting.
11/10/20	The Planning Commission unanimously voted to DENY Land Use Entitlement project request for a Special Use Permit (20-0091-SUP1) FOR A PROPOSED MOUNTED ANTENNA OVER 15 FEET (ULTIMATE HEIGHT) USE at 1016 Carmel Shores Drive (APN 138-28-214-056), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seaman).
11/17/20	The Office of the City Clerk received a request from the Ward 2 Council Office requesting a Review of the Denial by the Planning Commission on Land Use Entitlement project request for a Special Use Permit (20-0091-SUP1) FOR A PROPOSED MOUNTED ANTENNA OVER 15 FEET (ULTIMATE HEIGHT) USE at 1016 Carmel Shores Drive (APN 138-28-214-056), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seaman). This item will be considered by the City Council on 12/16/20.

Most Recent Change of Ownership	
11/30/05	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c. 1994	Single Family Dwelling constructed.

Pre-Application Meeting	
07/20/20	Staff conducted a pre-application meeting where the submittal requirements and deadlines were reviewed for a proposed Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/03/20	Staff conducted a routine field check and found a massive roof mounted antenna on a single family dwelling within a residential neighborhood.

Details of Application Request	
Site Area	
Net Acres	0.12

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
North	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
South	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
East	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)
West	Single Family, Detached	ML (Medium Low Density Residential)	R-CL (Single Family Compact-Lot)

Master 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	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 #	
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) 1016 Carmel Shores Dr. Las Vegas, NV 89128

Project Name Tower and Antennas **Proposed Use** Amateur Radio Antenna

Assessor's Parcel #(s) 13828214056 **Ward #** 2

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner Michael V. Mueller Contact Michael V. Mueller 702-860-4228

Address 1016 Carmel Shores Dr. City Las Vegas State NV Zip 89128

E-mail mmueller13@cox.net Phone 702-860-4228

Applicant Michael V. Mueller Contact Michael V. Mueller

Address 1016 Carmel Shores Dr. City Las Vegas State NV Zip 89128

E-mail mmueller13@cox.net Phone 702-860-4228

Representative None 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 Michael V. Mueller

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Michael V. Mueller

20-0091
07/21/2020

Subscribed and sworn before me

This _____ day of _____, 20 _____

See 2nd page Jurat Cert.

_____

Notary Public in and for said County and State

WELLS FARGO

Jurat Certificate

State of Nevada

County of Clark

Subscribed and sworn to (or affirmed) before me on this July 21, 2020

day of _____, 20___, by Michael Vernon Mueller

Place Seal Here

JEFFREY W. BARNESON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 03-01-2021
Certificate No: 13-10409-1

Notary Signature Jeffrey W Barneson

Description of Attached Document

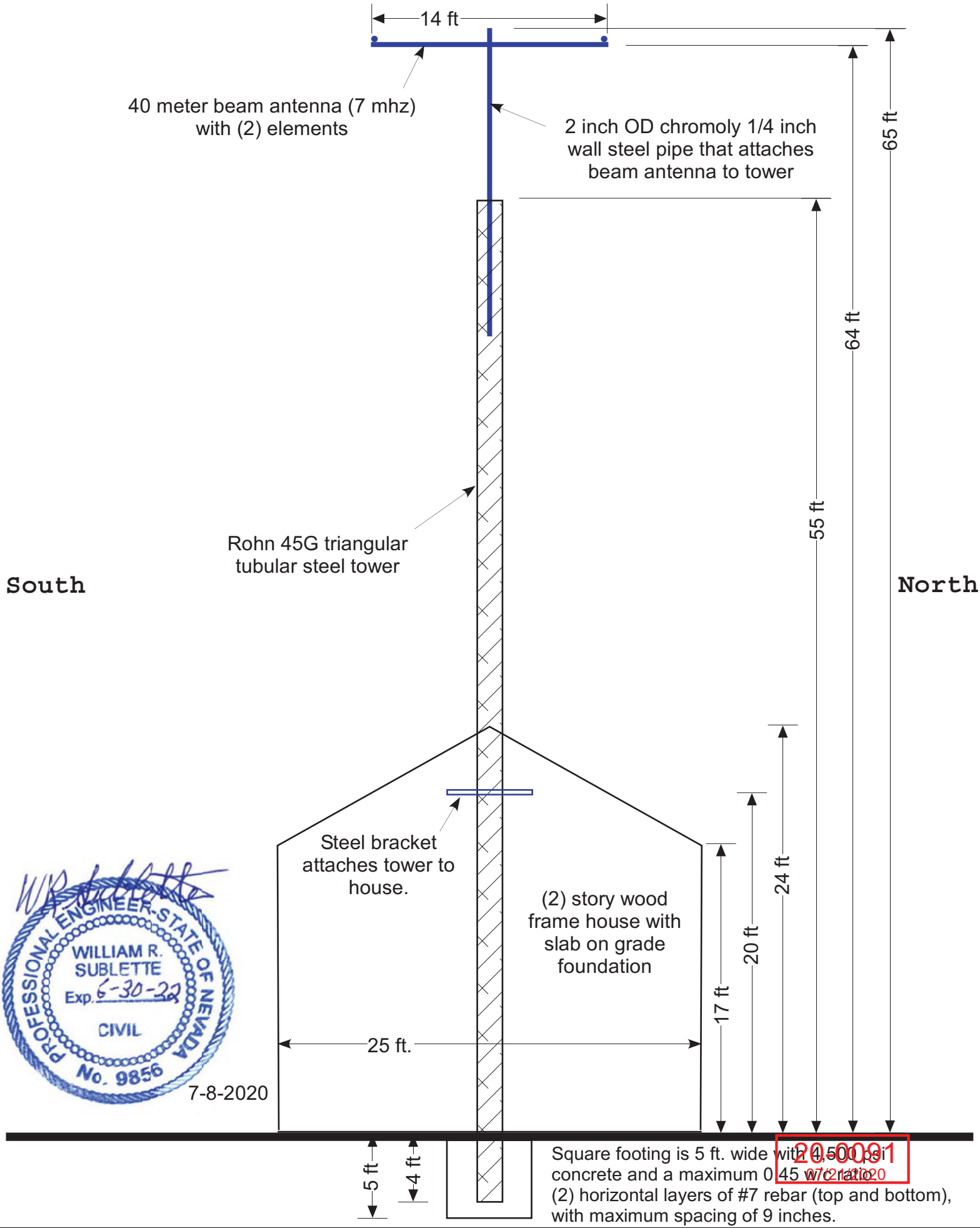
Type or Title of Document
Department of Planning

Document Date
July 21 2020

Number of Pages
1

Signer(s) Other Than Named Above
None

20-0091
07/21/2020



PROFESSIONAL ENGINEER-STATE OF NEVADA
WILLIAM R. SUBLETTE
Exp. 6-30-22
CIVIL
No. 9856
7-8-2020

20-0091
07/21/2020

Square footing is 5 ft. wide with 4,500 psi concrete and a maximum 0.45 w/c ratio. (2) horizontal layers of #7 rebar (top and bottom), with maximum spacing of 9 inches.

Construction and Elevation Details for a 65 ft. 40 Meter Band Beam Antenna attached to Rohn 45G Triangular Tubular Steel Tower	WRS CONSULTING, LLC 5945 N. Grand Canyon Dr., Las Vegas, NV 89149	DATE: 7-8-2020 FIGURE: 2



20-0091-SUP1 - APPLICANT/OWNER: MICHAEL MUELLER
1016 CARMEL SHORES DRIVE

11/23/2020

Michael Mueller – WN9ANF
1016 Carmel Shores Dr.
Las Vegas, NV 89128
July 9th, 2020

Department of Planning
Development Services Center
333 N. Rancho Drive 3rd Floor
Las Vegas, NV 89109

I am responding to Corrective Notice from Las Vegas City Code Enforcement Case # CE20-03282 #45. You requested me to file a Pre-Application Meeting, and upload my site plan, elevations, and justification letter explaining the proposed development/use.

There is obviously some miscommunications being spread around Las Vegas regarding Amateur Radio Towers. This subject came up about 6 to 9 months ago at a meeting of the Las Vegas Amateur Radio Club that I attended. The word spread around the meeting was that Amateur Radio Operators were no longer required to file a building permit to erect a tower and antenna, based on NRS 278.02085 which is basically PRB-1 issued by the Federal Communication Commission. Evidentially this information was incorrect, which has put me in my current predicament. I have been a licensed Amateur Radio operator since my high school days back in 1967 and during the 1970's thru 1982 was store manager of Chicago's only Amateur Radio store Erickson Communications. Over my 50 some years as a Ham Operator I have sold and assisted in the installation of antennas and towers as that was part of the business I was in. I have always been involved in the public service aspects of Amateur Radio. I moved to Las Vegas in July of 1984 and immediately put together a UHF communications repeater for local area communications which gets used by ARES/RACES in the event of a local communications emergency.

On May 4th 1988 we had the PEPCON disaster. My equipment was used in conjunction with Amateur Radio Operators across the valley to pass critical radio traffic between various agencies including Police, Fire, and other public service agencies as their radio's did not talk to each other and the phone system was useless as it is during most disasters. I have a document hanging on my wall from Clark County's Emergency Management Coordinator thanking me for volunteering my services when the County's Central Fire Alarm Office lost communications with their station in Sandy Valley. When we are needed, we are always there to volunteer. The above are just a few examples of thing we have been involved in.

My current tower and antenna we are dealing with today is for HF Communications and is used on the 40 meter band which is in the 7 MHz range. This frequency band is used to communicate

20-0091
07/21/2020

anywhere from 200 miles to anywhere in the world. As a standard practice all transmitting and receiving antenna need to be at least a ½ wavelength off the ground to propagate a signal correctly, especially as in a directional beam antenna as I am using. ½ wavelength at 7 MHz is right about 65 to 67 ft. Antenna is mounted in the horizontal plain, so peak height of the structure including static dissipater would be 67 FT. If this height requirement of the antenna is not attained, the antenna turns into what is called an NVIS (Near Vertical Incidence Skywave) antenna and becomes totally useless for its purpose and design as a long range communications antenna. NVIS antennas radiate straight up and straight back down locally. In recent times solar panels have become very prevalent in my neighborhood and most the charging circuits in these devices generate RF interference in my receiver. This along with switching power supplies IE: cell phone chargers and other items like switching power supplies used in lawn sprinkler clock controller systems generate interference to our Ham Radio equipment. Once again, the higher our antennas are above these noise sources, the less they tend to bother our equipment. I purchased this home back in 1993 before it was even built because this neighborhood had no CC&R's and had always intended to install a tower and antenna system after my retirement, which I did. In the event of a local or wide area disaster my station would be an invaluable asset to the City in being able to communicate with the emergency ARES/RACES Amateur Radio Stations in the Carson City area or to any other location throughout the United States.

With all the things happening throughout the world whether it be earth quakes or any other type of natural disasters or even terrorism, the Amateur Radio Operators have always jump in to supply emergency communications. We do this as volunteers with absolutely no compensation. As Amateur Radio Operators, the Federal Communication Commission forbids us from profiting from our hobby. The world is way too comfortable with its phone and internet networks. All of these networks require an infrastructure. If that infrastructure goes down, you couldn't call the person standing next to you on your cell phone. When all else fails, Amateur Radio always works. I look forward to my Pre-Application Meeting and have documented all aspects of my installation as I was going along with photographs.

Sincerely,

Michael Mueller – WN9ANF
(702) 860-4228

20-0091
07/21/2020

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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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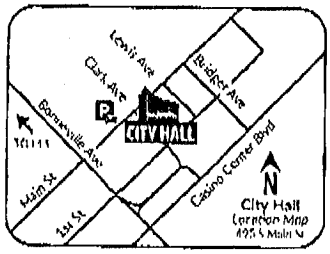

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0091-SUP1
City Council Meeting of **12/16/2020**

it is a hugh eye sore. The atlanta can be seen from seabury hill ct. It towers at least 10 feet or more above the house in front of my house view. It towers house values. It should never be allowed,
Wayne Matsumura

20-0091-SUP1
13828219021
MATSUMURA WAYNE & KELLY
1012 SEABURY HILL CT
LAS VEGAS NV 89128-2053

23 JRDFNP1 89128

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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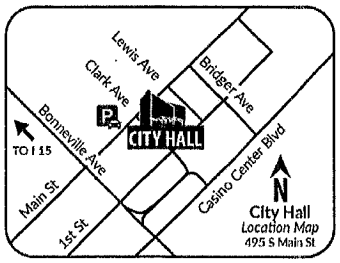

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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20-0091-SUP1
City Council Meeting of **12/16/2020**

20-0091-SUP1
13828210060
SOSNICK ALLEN JAY
8132 SUNSET MILL DR
LAS VEGAS NV 89128-1620

23 JRDFNP1 89128

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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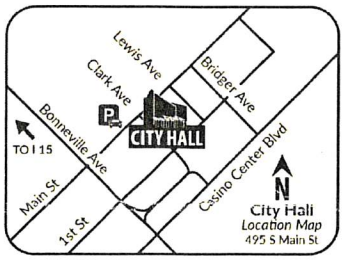

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0091-SUP1
City Council Meeting of **12/16/2020**

20-0091-SUP1
13828215017
PAN JINGCHIAN & TZUYUN
1812 OAKWOOD AVE
ARCADIA CA 91006

46 JRDFNP1 91006

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2020 DEC 14 P 12:17

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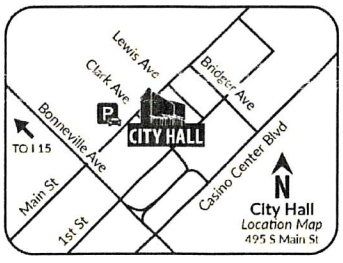

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0091-SUP1
City Council Meeting of **12/16/2020**

20-0091-SUP1
13828219016
WANG QI
1029 SEABURY HILL CT
LAS VEGAS NV 89128

Submitted after final agenda
Item 80

23 JRDFNP1 89128

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Las Vegas, Nevada 89101

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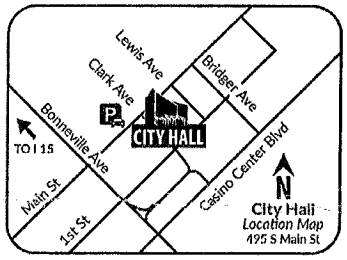

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0091-SUP1
City Council Meeting of **12/16/2020**

20-0091-SUP1
13828215006
FEDOSSOVA LARISA
8320 MAPLE STAR RD
LAS VEGAS NV 89128-2043

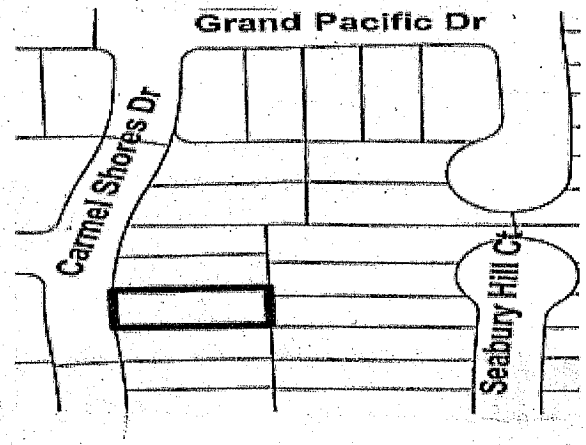
23 JRDFMP1 89128

Application Information

20-0091-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: MICHAEL MUELLER - For possible action on a Council Review of the Denial by the Planning Commission on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED MOUNTED ANTENNA OVER 15 FEET (ULTIMATE HEIGHT) USE at 1016 Carmel Shores Drive (APN 138-28-214-056), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seaman). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

WHY DO YOU DENY THIS REQUEST? HIS ANTENNA DOESN'T SEEM TO BOTHER ANYBODY. WORRY ABOUT SOMETHING ELSE, LIKE WHY A TINY HOME COMMUNITY WAS BULLDOZED IN THE MIDDLE OF A PANDEMIC YOU WORTHLESS PARASITIC SCUMBAGS.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/16/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments will be forwarded to members of the governing body for their consideration prior to the meeting.**

Submitted after final agenda
Item 80

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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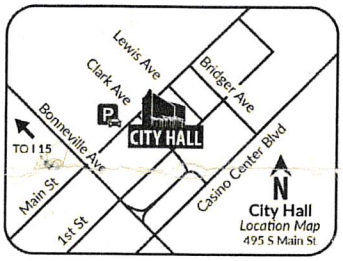
2020 DEC -8 A 11:31



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0091-SUP1
City Council Meeting of **12/16/2020**

20-0091-SUP1
13828213005
RICHARDS RUSSELL S & D A REV TR
8204 GRAND PACIFIC DR
LAS VEGAS NV 89128-1683

23 JRDFNP1 89128

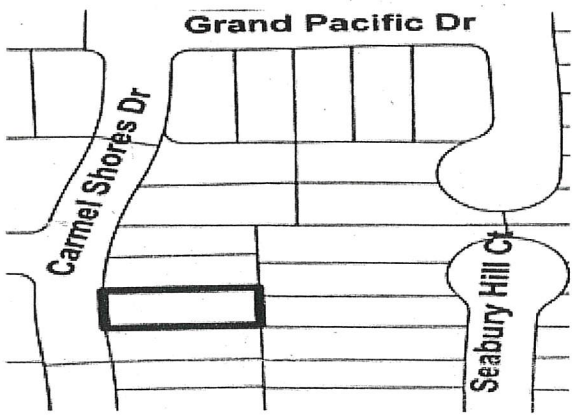
Application Information

20-0091-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT/OWNER: MICHAEL MUELLER - For possible action on a Council Review of the Denial by the Planning Commission on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED MOUNTED ANTENNA OVER 15 FEET (ULTIMATE HEIGHT) USE at 1016 Carmel Shores Drive (APN 138-28-214-056), R-CL (Single Family Compact-Lot) Zone, Ward 2 (Seaman). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

I BELEAVE THIS IS A ESSENTIAL FOR OUR CITY AND SAFETY IN AN EMERGENCY.

Russ Richards
8204 Grand Pacific Dr.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/16/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

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Las Vegas, Nevada 89101

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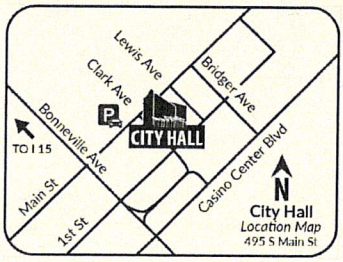

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0091-SUP1

City Council Meeting of **12/16/2020**

20-0091-SUP1
13828215012
GONZALES LUIS & MARIA SANDRA
8341 MAPLESTAR RD
LAS VEGAS NV 89128-2046

23 JRDFNP1 89128

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2020 DEC -9 A 7:11

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

There is ONe AlReady on this Street what is ~~ANOS~~ 1 more going to hart?

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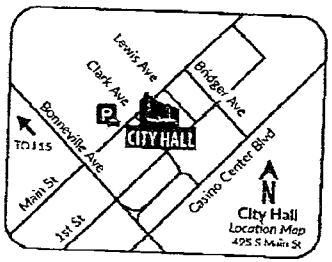
Official Notice of Public Hearing



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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0091-SUP1

City Council Meeting of **12/16/2020**

20-0091-SUP1
13828216023
WALKER MICHAEL K
8329 MONICO VALLEY CT
LAS VEGAS NV 89128-2005

23 JRDFNP1 89128

Dec 09 20 02:58p WLM, LLC. 702-257-2572 p.1

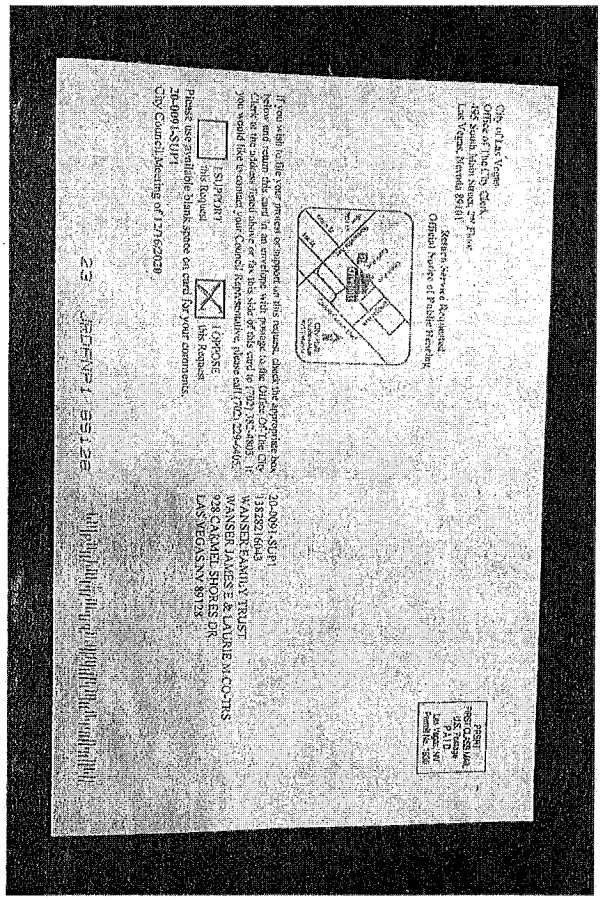
Stacey Campbell

From: Meeting Comments
Subject: FW: 20-0091-SUP1 special use permit request

From: laurie wanser <l_wanser@hotmail.com>
Sent: Saturday, December 12, 2020 5:14 PM
To: Meeting Comments <meetingcomments@LasVegasNevada.gov>
Subject: 20-0091-SUP1 special use permit request

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I am opposed to the erecting of an antenna over 15' in a residential area. This homeowner already has several large antennas on their roof & looks more like a radio station than a home. To have an even larger one added to the collection is not suitable for a residential street.
Thank you for your attention to my concerns.



Kind regards,

Laurie Wanser

Submitted at City Council
Date 12/15/20 Item 80

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

#35

Stacey Campbell

From: Glen Smith <akqj10-4-me@cox.net>
Sent: Friday, October 9, 2020 4:12 PM
To: Meeting Comments
Subject: Planning Commission - October 13, 2020 - 20-0091-SUP1

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While I applaud Mr. Mueller's dedication to his hobby and his desire to provide emergency communication assistance, as a neighbor and homeowner, I find the tower, its antenna and numerous other antennas on his home an eye sore that detracts from the overall appearance of our housing area. Because the antenna is in the immediate site-line of my home, I believe it will have a negative impact on the resale value of my home. It is entirely out of place. And I believe (although I have no way to know for sure) that it's having a negative impact on reception of over the air TV signals. Only recently, around the same time as the tower and antenna were erected did I begin to have intermittent degradation of my over the air TV signal strength. Lastly, depending on the frequency and power output of the system, there is a risk of excessive RF exposure.

hamradioschool.com
http://www.arrl.org/files/file/Technology/RFsafetyCommittee/8910031.pdf

I recommend denial of this request.

Glen Smith

Submitted at Planning Commission

Date 10/13/2020 Item 35

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

OAKLAND CA 945

9 NOV 2020 PM 4 L

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Permit No. 1630

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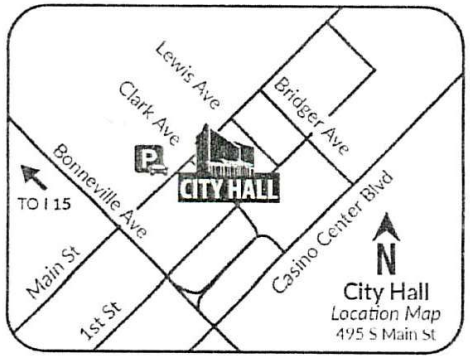
Official Notice of Public Hearing



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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.

20-0091-SUP1

Planning Commission Meeting of **11/10/2020**

20-0091-SUP1
13828213020
WALLACE JEFF & ROSALIND
6100 BELLINGHAM DR
CASTRO VALLEY CA 94552-1630

City Council Page 988

1 1 6 HRDFNP1 94552

Ashley Foster

From: Rita Scales <RitaRRT@outlook.com>
Sent: Saturday, November 7, 2020 11:50 AM
To: Meeting Comments
Cc: mary scales
Subject: special permit 20-0091-SUPI
Attachments: ABEYANCE - 20-0091-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANTOW_20201107193259595.pdf

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Sincerely, Mary Scales
905 Seabury Hill Ct
Las Vegas, NV 89128

Sent from Mail for Windows 10

Submitted at Planning Commission
Date 11/10/20 Item
E-comments

Item 18

Form Name:	Planning Application Comments 2020
Submission Time:	November 4, 2020 3:58 pm
Browser:	Chrome 86.0.4240.183 / Windows 7
IP Address:	34.100.72.55
Unique ID:	694337915
Location:	29.966800689697, -95.345397949219

Meeting Date	Tuesday, November 10, 2020
Project Number	20-0091
Position	I OPPOSE the project and all related applications.
Name	Jill Eaton
Residential or Business Address	8344 Monico Valley Ct. Las Vegas, NV 89128
Phone	(702) 521-9321
Email	jwnv@cox.net
Comments	I'm opposed to this project due to the overall size and height of the antenna, which is already installed, because it's in a residential neighborhood. It's extremely large and seems more fitting to a commercial building than a single family residence. I'm not opposed to an antenna, but this one is rather large for the area. Maybe a smaller antenna would be better. Thank you.

Item 18

Form Name:	Planning Application Comments 2020
Submission Time:	October 31, 2020 10:48 am
Browser:	Chrome Mobile 86.0.4240.110 / Android
IP Address:	4.71.178.171
Unique ID:	690989516
Location:	39.987201690674, -74.160102844238

Meeting Date	Tuesday, November 10, 2020
Project Number	20-0091
Position	I OPPOSE the project and all related applications.
Name	Colin Basler BASLER
Residential or Business Address	8301 CLASSIC VILLA CT LAS VEGAS, NV 89128
Phone	(860) 460-5991
Email	colinqbasler@gmail.com
Comments	There is already a very large antenna there. It is extraordinarily large. I can't imagine a bigger one. I oppose building a bigger antenna.

Nora Lares

From: noreply@formstack.com
Sent: Saturday, October 31, 2020 10:48 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2020
Submitted at 10/31/20 10:48 AM

Meeting Date:	Tuesday, November 10, 2020
Project Number:	20-0091
Position:	I OPPOSE the project and all related applications.
Name:	Colin Basler BASLER
Residential or Business Address:	8301 CLASSIC VILLA CT LAS VEGAS, NV 89128
Phone:	(860) 460-5991
Email:	colinqbasler@gmail.com
Comments:	There is already a very large antenna there. It is extraordinarily large. I can't imagine a bigger one. I oppose building a bigger antenna.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

18P

Nora Lares

From: noreply@formstack.com
Sent: Saturday, October 31, 2020 10:50 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2020
Submitted at 10/31/20 10:50 AM

Meeting Date:	Tuesday, November 10, 2020
Project Number:	20-0091
Position:	I OPPOSE the project and all related applications.
Name:	Colin Basler BASLER
Residential or Business Address:	8301 CLASSIC VILLA CT LAS VEGAS, NV 89128
Phone:	(860) 460-5991
Email:	colinqbasler@gmail.com
Comments:	There is already a very large antenna there. It is extraordinarily large. I can't imagine a bigger one. I oppose building a bigger antenna.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

1 of 1P

Nora Lares

Subject: FW: 20-0091-SUP1 Special Use Permit for HAM Radio Tower
Attachments: FINISHED CURED CONCRETE.jpg; HOLE AND BOTTOM REBAR.JPG; HOLE REBAR CLOSE UP.JPG; HOLE WITH ALL REBAR.JPG; PORING CONCRETE.JPG; HDX-689 Crank Up Tower.pdf

From: Michael Mueller <mmueller13@cox.net>
Sent: Tuesday, November 10, 2020 12:05 AM
To: Eric McCammond <emccammond@LasVegasNevada.GOV>
Cc: Peter Lowenstein <plowenstein@LasVegasNevada.GOV>
Subject: RE: 20-0091-SUP1 Special Use Permit for HAM Radio Tower

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Good morning Mr. McCammond and Mr. Lowenstein,

Thank you for meeting with me yesterday. Your offer of going with a retractable tower had some merits if I was starting this project from scratch. To put up this type of tower we would have to start back at the beginning with a hole of 5 FT x 5 FT x 5 FT deep just as I did installing my present tower. This turned out to be a 7 month project from the time we broke ground and the tower was standing at its present height with antennas installed. My neighbors were very patient during these times as Jack Hammers were in use for weeks on end. If you have looked at an aerial view of my back yard, you will see a swimming pool taking up most of the back yard.. That pool is equipped with an in floor cleaning system with PVC lines running all over under the cool decking and back to the equipment on the north side of the house. The only place viable for a tower is where this one is. If a retractable tower was called for, I have no idea how to begin removal of the present tower. I am enclosing a few pictures taken during the existing installation. There is lots of the 7/8" rebar at 2 layers in the tower cage and more #4 rebar to tie the existing concrete slab back together again. Then you have between 4 and 5 cubic yards of 4500 PSI concrete to fill the hole. There is no way to adapt my 10 FT tower section that comes out of the concrete to mate up to a completely different type tower. I actually searched the internet looking at specifications for crank up towers and the only one that would even work if I could get the existing tower out of the ground, would be an 89 FT tall crank up tower. The problem with crank up towers is, they have a minimum retracted height and are usually installed in the middle of the property. I have enclosed a spec sheet on the HDX-689MDPL made by US Towers. This 89 FT tower is the starting level where the retracted height will clear my roof line of 24 FT. Unfortunately There is a fire place to the left of my tower that is close to 27 FT, which would make it tricky bringing the tower down, depending which way the lower antenna is pointing. You must completely lower a crank up tower to get the all the weight off the cable, which eventually will break and need to be replaced in due time. Also the antennas mounted on the side arms would have to be mounted back on the roof because you cannot attach side arms on a retractable tower. The other situation that cause me concern is that a retractable tower is not a solid structure. They are made up of multiple sections that nest in and out of each other. The downfall of this is, you do not have perfect electrical connectivity between tower sections. My present tower has a static dissipater just above the top antenna. To be effective, that static dissipater needs to electrically see perfect connectivity to the ground rod that is connected to the base of the tower. I built this tower by the book and then some. I am hoping we can come to some kind of agreement that would be of be of beneficial to myself and the City of Las Vegas.

Here is a quote from the Nevada Department of Emergency Management Website. https://dem.nv.gov/homeland_security/Amateur_Radio_Page/

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"Throughout the history of amateur radio, amateur radio enthusiasts have made significant contributions to science, engineering, industry, and social services. Research by amateur radio operators has founded new industries, built economies, empowered nations, and saved lives in times of emergency."

Michael V Mueller
(702) 860-4228

From: Eric McCammond [mailto:emccammond@LasVegasNevada.GOV]
Sent: Monday, November 9, 2020 4:10 PM
To: mmueller13@cox.net
Cc: Peter Lowenstein <plowenstein@LasVegasNevada.GOV>
Subject: 20-0091-SUP1 Special Use Permit for HAM Radio Tower

Mr. Mueller,

Thank you for meeting with us today to discuss a reasonable accommodation for the 67-foot amateur radio communications tower you have constructed on your property. During our discussion, you represented that 67 feet is the minimum height necessary for your HF communications antenna that is on the 40 meter band in the 7MHz range. This configuration allows you to communicate with other antenna operators in other parts of the country and around the world.

After a detailed discussion about your tower and its technical specifications, the City offered to allow an antenna tower that could be retracted when not in use to reduce the visual presence and impact of the current array (we did not require any particular technical specifications, just that it be reduced in height when not in use). It is the City's understanding that a retractable tower could serve your purposes and provide the same level of communication as the existing tower. You were not interested in a retractable tower and you politely refused that accommodation, but you did agree to remove five other monopole towers that are contributing to the visual clutter above your roofline.

In late 2006, the City considered a similar request for a 66-foot tall antenna on a half-acre lot near Lisa Lane and O'Bannon Drive. After meeting with the applicant, the City offered to accommodate the request with a 40-foot crank-up tower. The applicant refused that accommodation and the Planning Department ultimately recommended denial because a taller structure was not harmonious and compatible with the surrounding development within a one-thousand foot (1000 ft.) radio notice area from the property line.

Similarly, here, your 67-foot tower is not harmonious and compatible with the surrounding neighborhood as it is more than double the height of the homes on the surrounding R-CL (Single Family Compact-Lot) lots and there are no other similar or analogous structures nearby. Staff will be recommending denial of the request but, if approved, staff will add a condition addressing the five monopoles on your lot and requiring you to remove them.

Respectfully,

Eric McCammond
Senior Management Analyst
Department of Planning | Case Planning Division
702.229.6196
333 N. Rancho Dr. 3rd Floor | Las Vegas, NV 89106
emccammond@lasvegasnevada.gov

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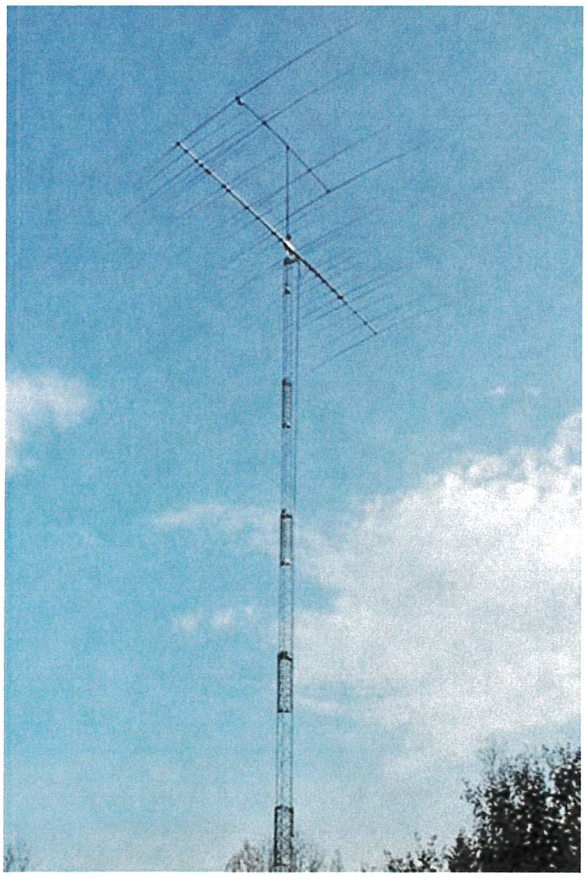
(https://ustower.com)

PRODUCTS



PRODUCT

HDX-689MDPL

CATEGORY

Ham Radio & Fixed Towers, HDX Series

Request a Quote (https://ustower.com/contact/)

DETAILS

Description Specifications

Download Data Sheet (PDF)

- Extended Height: 89 FT
- Min. Height: 24' 8"
- Transport Weight: 3,440 LBS
- Tower Sections: 5
- Sec. OD Top: 18"
- Sec OD Bottom: 37 1/8"

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Structural Analysis Report

Structural Analysis: Self-Supporting Triangular Crank-Up Tower

Tower Model: HDX-689

Design Code: IBC 2009 (TIA-222-G)

Basic Wind Velocity:	90	mph	
Exposure	C	Ice:	None
Topographic Category:			1
Structure Classification:			1

Max. Allowable Antenna Wind Load (lbs) - Unfactored:	407
Max. Allowable Antenna Weight (lbs):	230
Max. Allowable Effective Antenna Wind Area (sq. ft.):	25.2

Note: The maximum antenna values shown above include the antenna, rotator, and any other items placed at the top of the tower. For purposes of these calculations the antenna was placed 1 ft. above the top of the tower.

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Date Prepared: 3/10/2014
Prepared By: Remigio Fernandez-Garcia, P.E.
1099 W. Ropes Ave - Woodlake, CA 93285 - Ph: 559-564-6000

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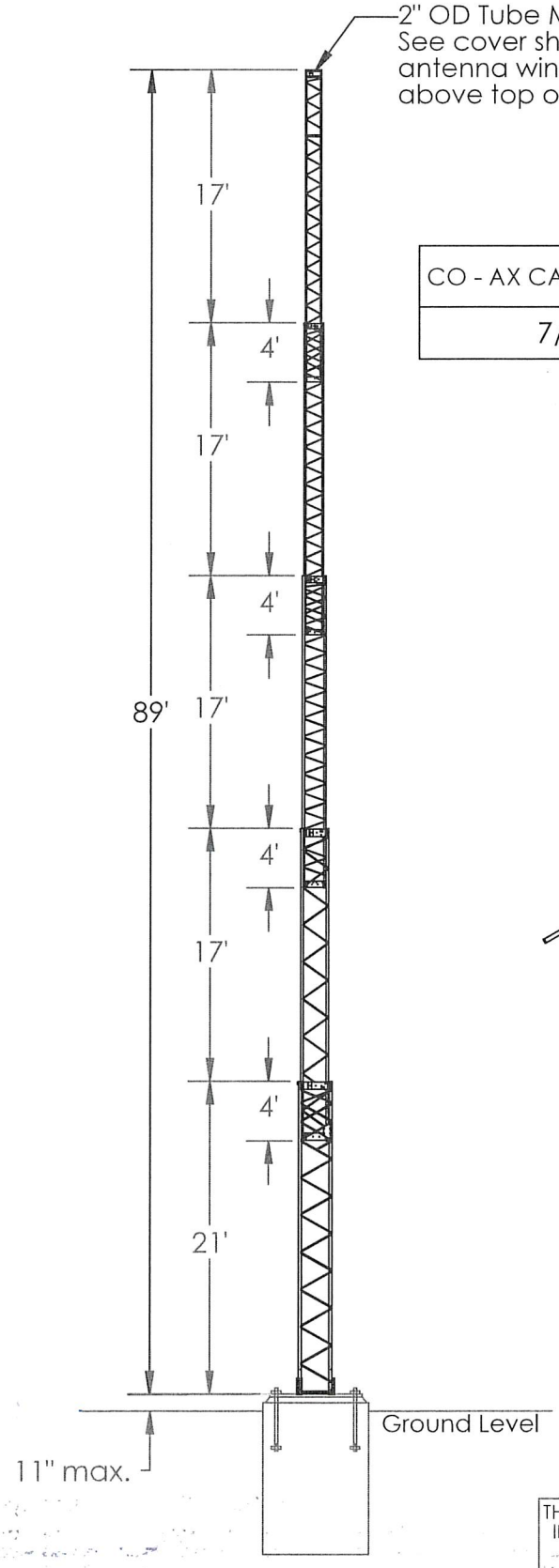
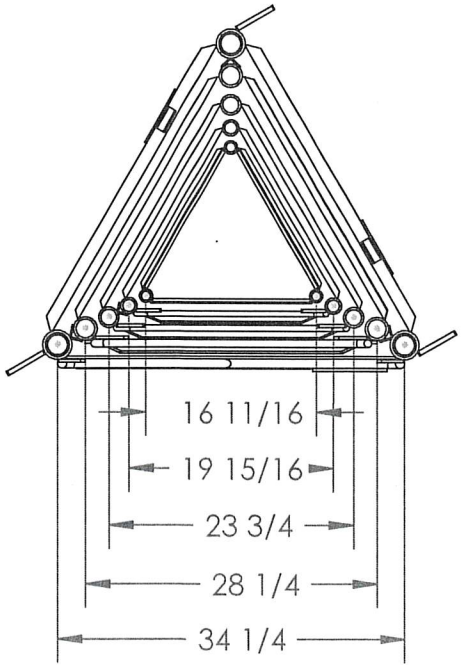
HDX-689 TOWER ELEVATION

SECTION NO.	NO. 10 BASE	NO. 9	NO. 8	NO. 7	NO. 6 TOP
LEG SIZE	PIPE 2.875" OD X 0.276" WALL	PIPE 2.375" OD X 0.218" WALL	PIPE 1.9" OD X 0.2" WALL	PIPE 1.66" OD X 0.191" WALL	PIPE 1.315" OD X 0.179" WALL
DIAGONAL SIZE	7/8" SOLID ROD	3/4" SOLID ROD	5/8" SOLID ROD	1/2" SOLID ROD	7/16" SOLID ROD



Elevation View
No Scale

CO - AX CABLE DIA. (in)	MAX. QUANTITY
7/8"	1



Plan View
No Scale

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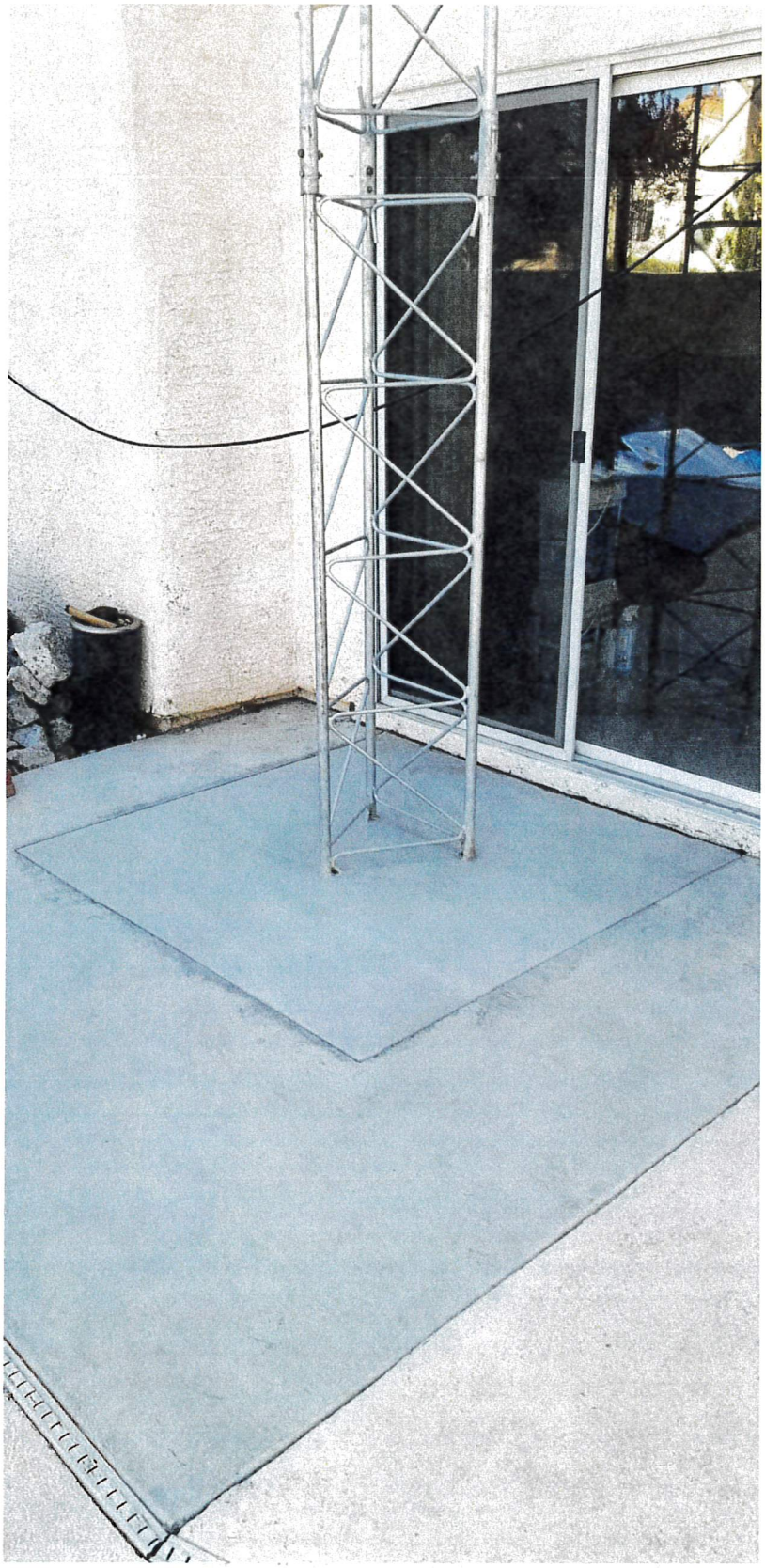

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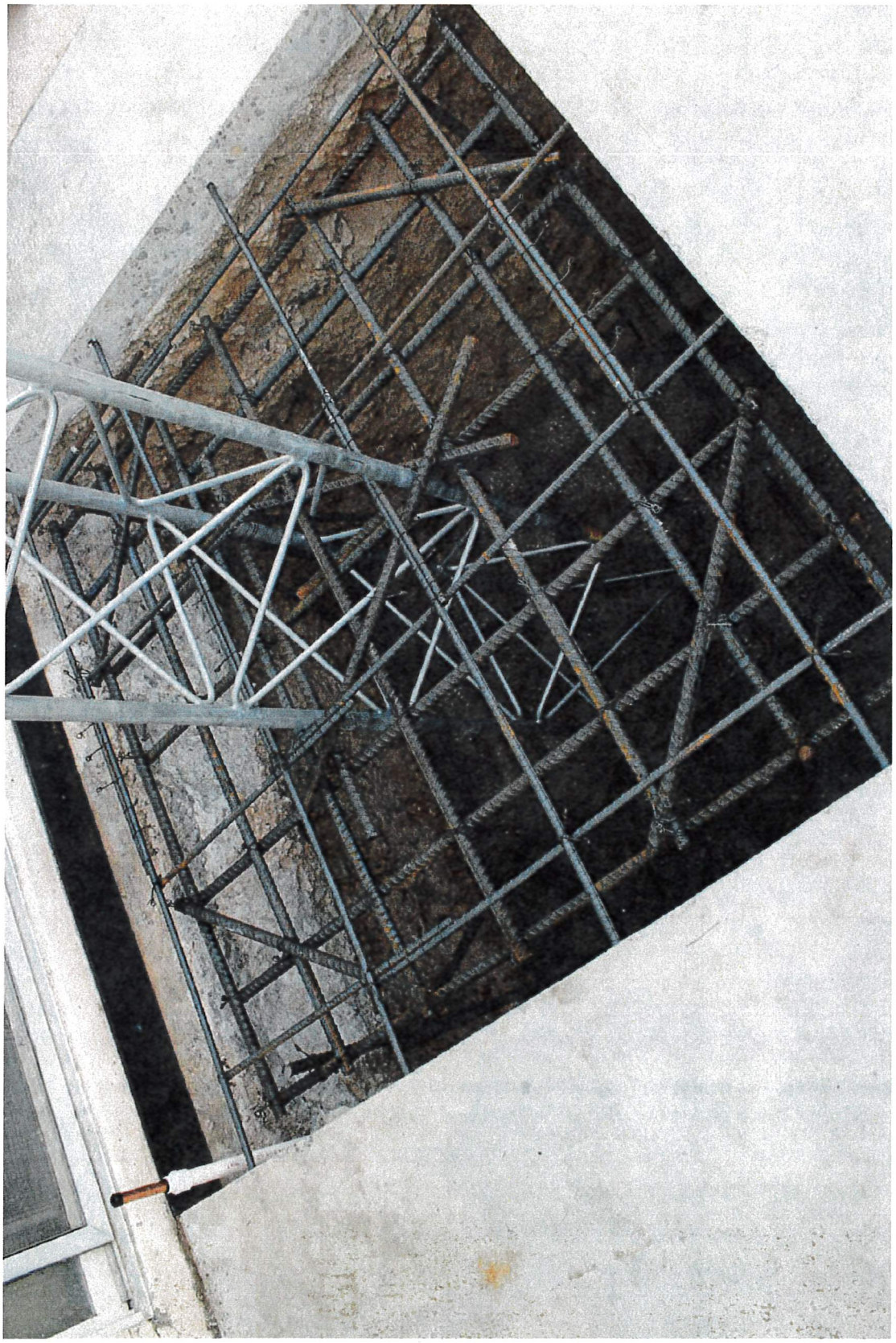

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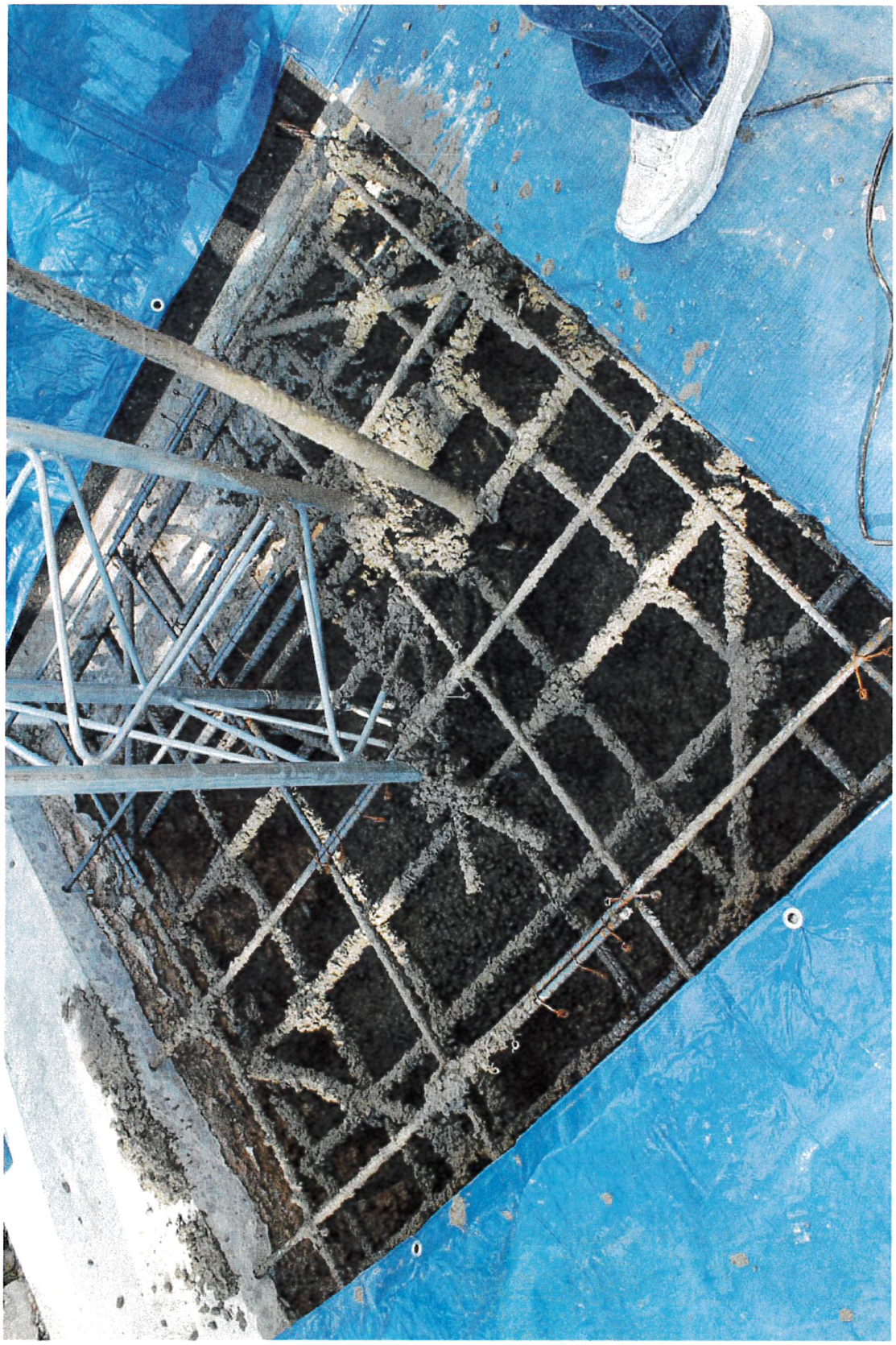

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LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

STAVROS S. ANTHONY
Mayor Pro-Tem

MICHELE FIORE
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

SCOTT D. ADAMS
City Manager

DEPARTMENT OF PLANNING
ROBERT SUMMERFIELD
DIRECTOR

DEVELOPMENT SERVICES CENTER
333 N. RANCHO DRIVE
3RD FLOOR
LAS VEGAS, NV 89106
702.229.6301 | VOICE
702.474.7463 | FAX
711 | TTY

November 10, 2020

Attention: Planning Commission

Re: Survey Related to Special Use Permit 20-0091-SUP1

On October 26, 2020, I conducted a survey of all accessible properties within 1,000 feet of the subject site (APN 138-28-214-056) with the intent of determining if there were any antennas similar to the one requested to be approved through Special Use Permit application 20-0091-SUP1. My findings were as follows:

- One other roof mounted antenna was observed at 8304 Carmen Boulevard (photo and location map attached). The antenna did not appear to be over 15'.
- A gated townhome community within the western portion of the survey area was inaccessible

For questions or concerns, I can be contacted via email at coureystewart@lasvegasnevada.gov or via telephone at (702) 229-5422.

Courey Stewart
Planner II, Analyst, Case Planning

Attachments: Aerial Photo and Location Map

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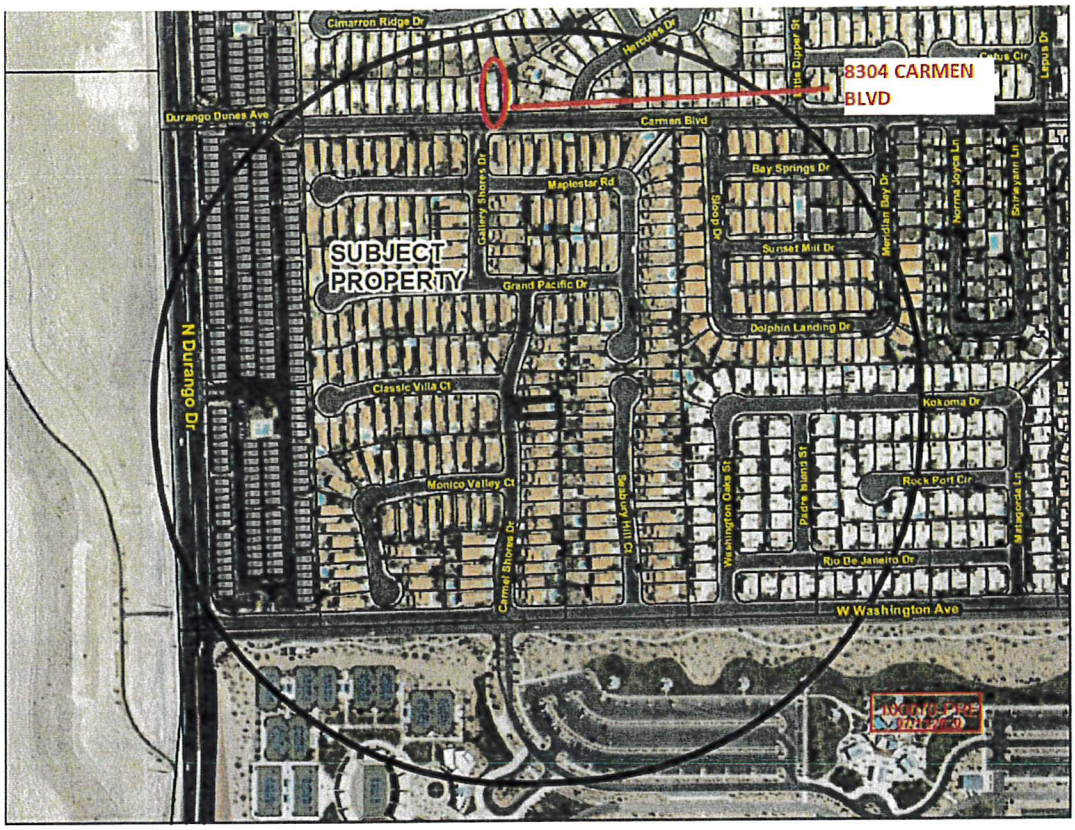

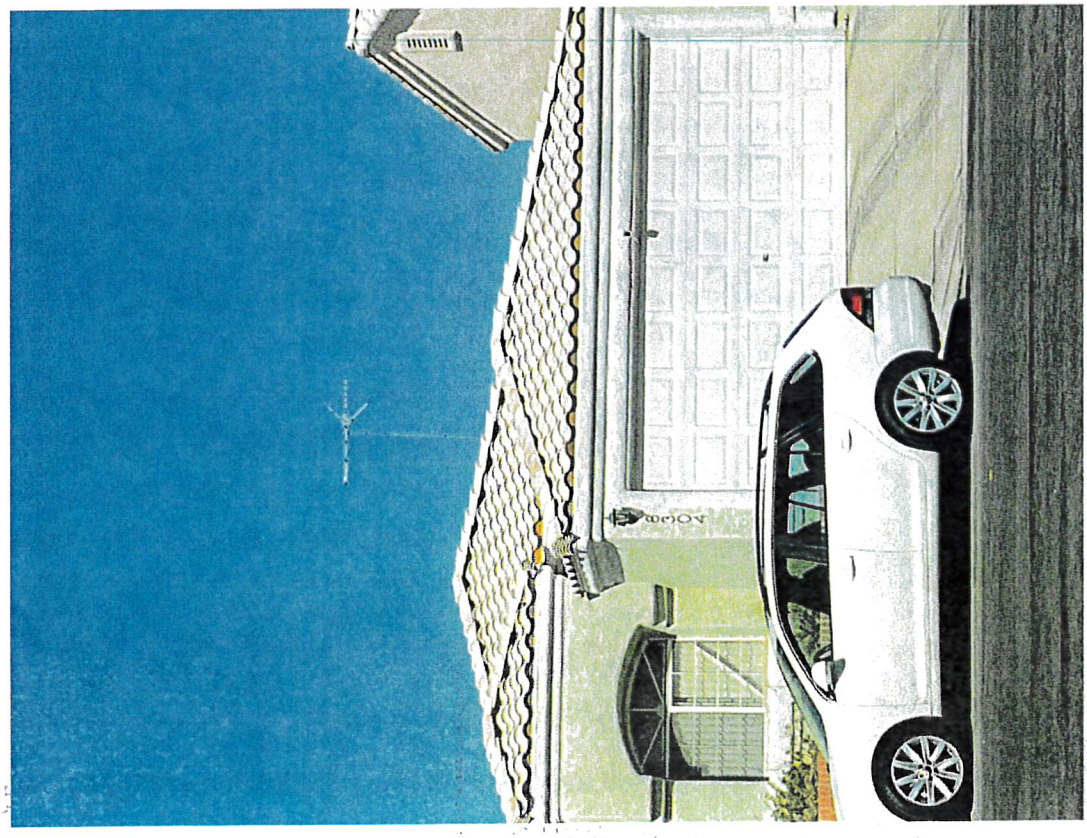

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City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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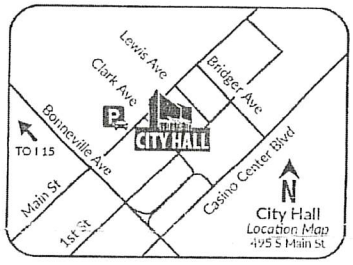
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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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.

20-0091-SUP1

Planning Commission Meeting of **11/10/2020**

20-0091-SUP1
13828214032
SMITH GLEN ALLEN & ROSE L
8304 CLASSIC VILLA CT
LAS VEGAS NV 89128-1697

23 HRDFNP1 89128

Submitted after final agenda 19P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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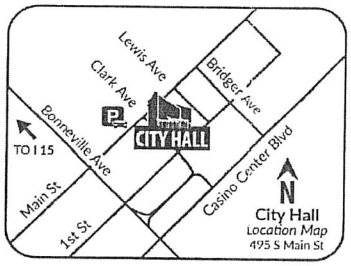
City of Las Vegas



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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

20-0091-SUP1

Planning Commission Meeting of **11/10/2020**

20-0091-SUP1
13828210060
SOSNICK ALLEN JAY
8132 SUNSET MILL DR
LAS VEGAS NV 89128-1620

23 HRDFNP1 89128

1BA

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
81

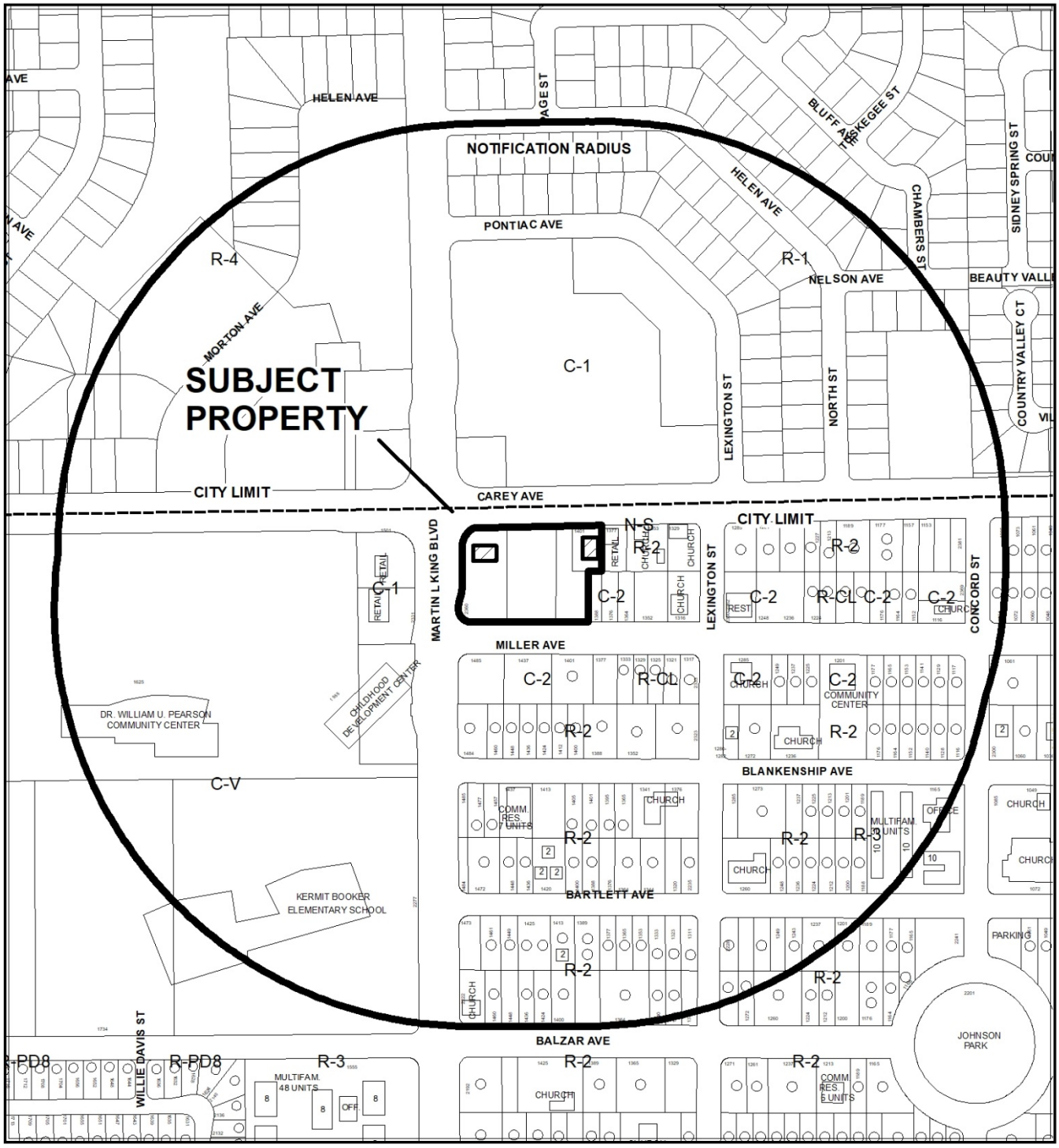
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0118-SDR1 - SITE DEVELOPMENT PLAN REVIEW - PUBLIC HEARING - APPLICANT: GOOD CLUCK WEST, LLC - OWNER: MLK CAREY, LLC - For possible action on a Land Use Entitlement project request for a Site Development Plan Review FOR A 2,380 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH AND A 3,000 SQUARE-FOOT OFFICE BUILDING DEVELOPMENT on 1.53 acres at 2360 North Martin L King Boulevard (APN 139-21-510-001 through 004), C-1 (Limited Commercial) Zone, Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	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:

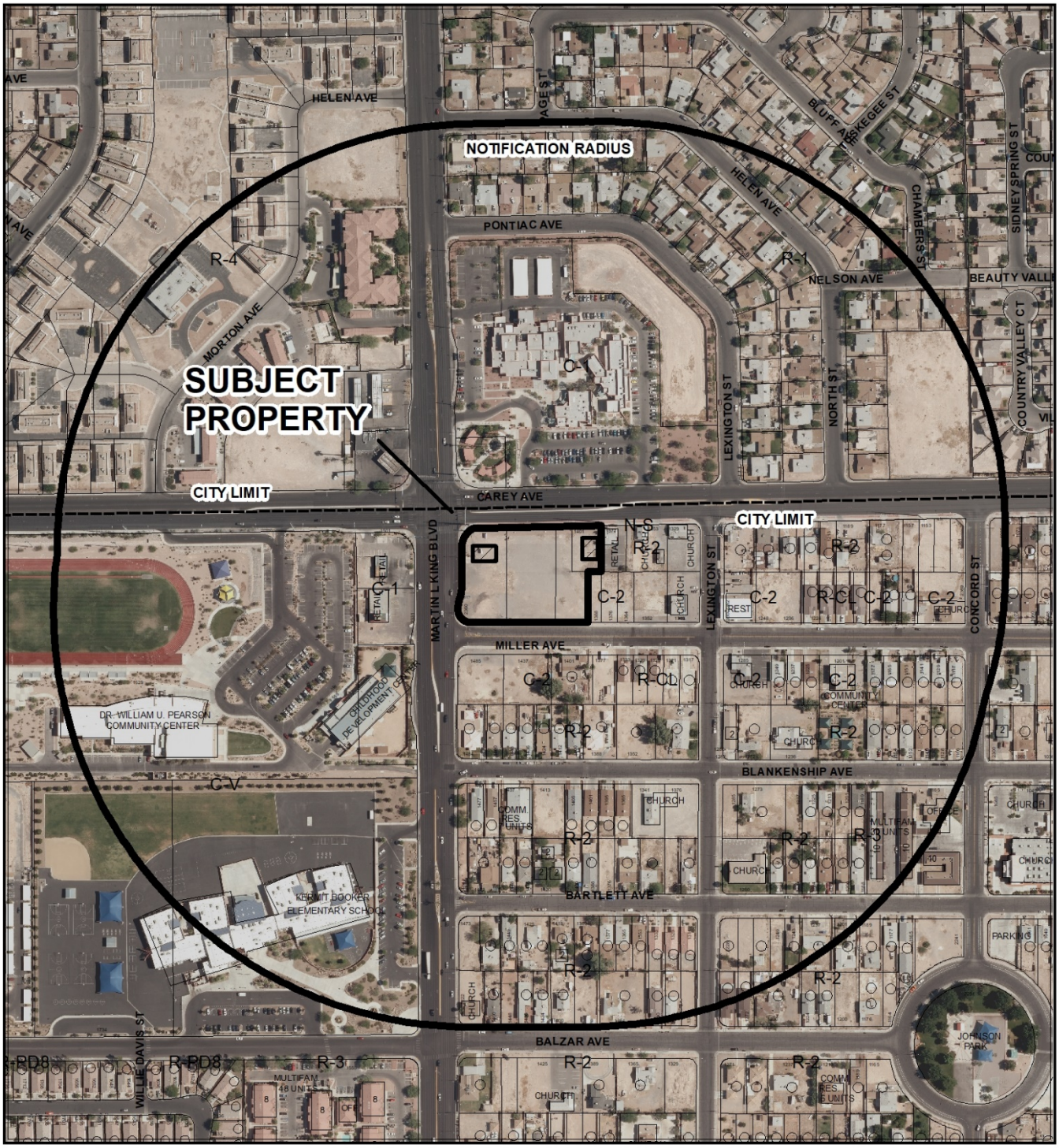
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Traffic Notes Submitted by the City of Las Vegas Department of Public Works Traffic Engineering Division for 20-0199-TMP1
7. Backup Submitted for the October 13, 2020 Planning Commission Meeting



CASE: **20-0118-SDR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **20-0118-SDR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: GOOD CLUCK WEST, LLC - OWNER: MLK CAREY, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0118-SDR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 7

NOTICES MAILED 255 (By City Clerk)

PROTESTS 2

APPROVALS 0

CS

**** CONDITIONS ****

20-0118-SDR1 CONDITIONS

Planning

1. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

2. All development shall be in conformance with the site plan and landscape plan date stamped 09/17/20; and building elevations date stamped 08/24/20, except as amended by conditions herein.

3. Mechanical Equipment shall be screened in accordance with Title 19.08.040 development standards.

4. Trash Enclosures shall be screened and gated with a roof or trellis.

5. A Waiver of Title 19.08.070 is hereby approved to allow an 11-foot landscape buffer along the south property line where 15 feet is required.

6. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

7. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

8. The applicant shall coordinate with the City Surveyor and other city staff to determine the most appropriate mapping action necessary to consolidate the existing lots. The mapping action shall be completed and recorded prior to the issuance of any building permits.

9. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device. The technical landscape plan shall include the following changes from the conceptual landscape plan:

10. 24-inch box trees shall be provided every 20 linear feet within the required landscape buffer areas.

11. All landscape materials shall adhere to the recommendations of the Southern Nevada Regional Coalition Plant List

12. 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.

13. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

14. Dedicate and construct a bus turn-out / deceleration lane meeting Standard Drawing #234.3 for the existing bus stop on Carey Avenue adjacent to this site concurrent with development of this site. Additionally, grant a Bus Shelter Pad Easement for the existing bus stop on Carey Avenue adjacent to this site unless the Regional Transportation Commission (RTC) acknowledges in writing that this easement is not required.
15. The sidewalk along Martin L King Boulevard and Carey Avenue adjacent to this site shall meet Public Right-of-Way Accessibility Guidelines (PROWAG) in accordance with code requirements of Title 13.56.040 to the satisfaction of the City Engineer concurrent with development of this site. Grant any Pedestrian Access Easement needed to complete this requirement.

16. Connect to the existing public sewer service laterals in either Miller Avenue or Carey Avenue concurrent with development.

17. Unless otherwise allowed by the City Engineer, construct sidewalk on at least one side of all access drives connecting this site to the adjacent public streets concurrent with development of this site. The connecting sidewalk shall extend from the sidewalk on the public street to the first intersection of the on-site roadway network and shall be terminated on-site with a handicap ramp.

18. A Traffic Impact Analysis must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits, submittal of any construction drawings or the recordation of a Map subdividing this site, whichever may occur first. Comply with the recommendations of the approved Traffic Impact Analysis prior to occupancy of the site. The Traffic Impact Analysis shall include a pedestrian circulation/access plan to identify nearby pedestrian attractors and recommend measures to accommodate pedestrians, such as but not limited to pedestrian access, crosswalk, pedestrian activated flashers and temporary sidewalks. The Traffic Impact Analysis shall also include a section addressing Standard Drawings #234.1 #234.2 and #234.3 to determine additional right-of-way requirements for bus turnouts adjacent to this site, if any; dedicate all areas recommended by the approved Traffic Impact Analysis. All additional rights of way required by Standard Drawing #201.1 for exclusive right turn lanes and dual left turn lanes shall be dedicated prior to or concurrent with the commencement of on site development activities unless specifically noted as not required in the approved Traffic Impact Analysis. Phased compliance will be allowed if recommended by the approved Traffic Impact Analysis. No recommendation of the approved Traffic Impact Analysis, nor compliance therewith, shall be deemed to modify or eliminate any condition of approval imposed by the Planning Commission or the City Council on the development of this site.

19. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Site Development Plan Review request for a proposed commercial development including an Office building and Restaurant with Drive Through on four parcels located at the southeast corner of Martin L King Boulevard and Carey Avenue.

ISSUES

- An Office, other than listed use is permitted in the C-1 (Limited Commercial) zoning district.
- A Restaurant use is permitted in the C-1 (Limited Commercial) zoning district.
- A Drive Through use requires approval of an administrative Conditional Use Permit in the C-1 (Limited Commercial) zoning district.
- A Waiver of Title 19.08.070 is requested to allow an 11-foot landscape buffer along the south property line where 15 feet is required. Staff supports the request.
- A condition of approval has been added requiring additional trees in the required landscape buffer areas.
- A condition of approval has been added requiring the applicant to work with City Staff regarding combining the subject lots via mapping action.

ANALYSIS

The subject undeveloped lots are located on the southeast corner of Martin L King Boulevard and Carey Avenue. The properties are zoned C-1 (Limited Commercial) and subject to Title 19 development standards. It is directly adjacent to the City of North Las Vegas to the north. The proposed commercial development consists of a 3,000 square-foot Office building and a 2,380 square-foot Restaurant with Drive Through use.

Per Title 19, a Drive Through Use is defined as, **“**The use of a dedicated drive lane that, incidental to a principal use, provides access to a station, such as a window, door or mechanical device, from which occupants of a motor vehicle receive or obtain a product or service.”

Minimum Conditional Use Regulations:

1. A single-station drive-through shall have a stacking lane that will accommodate a minimum of six vehicles, including the vehicle at the station. A multiple-station drive-through shall have stacking lanes that will accommodate a minimum of three vehicles per station, including the vehicle at that station.

CS

This requirement is met, as the site plan depicts a drive through that can accommodate a minimum of six vehicles.

2. The drive-through shall be screened in accordance with LVMC 19.08.040(F).

   This requirement will be met, as a condition of approval has been added to ensure an adequate amount of landscape buffer screening is provided along Martin L King Boulevard.

3. In the O (Office) and C-D (Designed Commercial) Districts, a drive-through shall be separated from any residentially zoned property by an intervening building and shall not have access to local residential streets.

   This requirement is not applicable to the subject site as it is not zoned O (Office) or C-D (Designed Commercial).

Title 19 requires proposed buildings on corner lots to be oriented to the corner and to the street fronts in order to maintain a strong street edge. The applicant complies with this requirement as the proposed restaurant building is oriented to the corner of Martin L King Boulevard and Carey Avenue. The submitted elevation plans depict single story buildings featuring a modern industrial color palate. The proposed building materials are compatible with the existing development in the surrounding area. The applicant exceeds the minimum parking requirement, providing a total of 67 parking spaces where 36 are required.

Per the City Traffic Engineering Division, this project will add approximately 1,150 trips per day on Carey Avenue and Martin L King Boulevard. Currently, Carey is at about 43 percent of capacity and Martin L King is at about 82 percent of capacity. With this project, Carey is expected to be at about 46 percent of capacity and Martin L. King is expected to be at about 84 percent of capacity. Based on Peak Hour use, this development will add into the area roughly 99 additional peak hour trips, or about five every three minutes

The proposed development as designed is compatible and harmonious with the surrounding and future land development in the area. It also adheres to minimum Title 19 development standard requirements. Therefore, staff recommends approval of the requested Site Development Plan Review, subject to conditions.

FINDINGS (20-0118-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Restaurant with Drive Through and Office building is compatible with the existing commercial and recreational development in the surrounding area.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   This project is consistent with the SC (Service Commercial) General Plan designation and the uses allowed in the C-1 (Limited Commercial) zoning district. A condition of approval has been added to enhance the landscaping within the required landscape buffers.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Access to the site is provided by two 100-foot Primary Arterials, as designated by the Master Plan of Streets and Highways. Both Martin L King Boulevard and Carey Avenue are sufficient in size to accommodate the needs of the proposed development.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed development will utilize building materials appropriate for the area. A condition of approval has been added to ensure the proposed landscape materials adhere to the recommendations of the Southern Nevada Regional Coalition Plant List.

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 elevation design characteristics are not unsightly, undesirable or obnoxious in appearance.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   The proposal will be subject to building permits and business licensing, thereby ensuring the protection of public health, safety and welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
03/03/10	The City Council approved a General Plan Amendment (GPA-36841) to amend a portion of the Southeast Sector Plan of the General Plan From SC (Service Commercial) and MLA (Medium-Low Attached Density Residential) to GC (General Commercial) on 1.77 acres at the southeast corner of Martin L King Boulevard and Carey Avenue. Planning Commission and staff recommended approval.
	The City Council approved a Rezoning (ZON-36839) from R-2 (Medium-Low Density Residential) and C-2 (General Commercial) to C-2 (General Commercial) on 1.77 acres at the southeast corner of Martin L King Boulevard and Carey Avenue. Planning Commission and staff recommended approval.
03/10/20	The applicant withdrew without prejudice Variance (VAR-78100) request to allow 72 parking spaces where 131 are required at 2360 N Martin L King Boulevard.
	The applicant withdrew without prejudice Site Development Plan Review (SDR-78101) for an 18,180 square-foot commercial development at 2360 N Martin L King Boulevard.
04/15/20	The City Council approved General Plan Amendment (GPA-77891) from MXU (Mixed Use) to SC (Service Commercial) at 2360 N Martin L King Boulevard. The Planning Commission and Staff recommended approval.
10/13/20	The Planning Commission voted (7-0) to hold 20-0118-SDR1 in ABEYANCE to the November 10, 2020 Planning Commission meeting.
11/20/20	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project request for a Site Development Plan Review FOR A 2,380 SQUARE-FOOT RESTAURANT WITH DRIVE THROUGH AND A 3,000 SQUARE-FOOT OFFICE BUILDING DEVELOPMENT on 1.53 acres at 2360 North Martin L King Boulevard (APN 139-21-510-001 through 004), C-1 (Limited Commercial) Zone, Ward 5 (Crear).

Most Recent Change of Ownership	
12/23/09	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
No relevant Building Permits or Business Licenses.

Pre-Application Meeting	
08/04/20	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Site Development Plan Review.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/01/20	Staff conducted a routine field check and found vacant lots with many political signs.

Details of Application Request	
Site Area	
Net Acres	1.77

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SC (Service Commercial)	C-1 (Limited Commercial)
North	City of North Las Vegas	N/A	N/A
South	Undeveloped	MXU (Mixed-Use) MLA (Medium-Low Attached Density Residential)	C-2 (General Commercial)
East	Undeveloped	GC (General Commercial)	C-2 (General Commercial)
West	General Retail	MXU (Mixed-Use)	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 - (105 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area – Area 1	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Setbacks			
• Front	10 Feet	37 Feet	Y
• Side	10 Feet	164 Feet	Y
• Corner	10 Feet	30 Feet	Y
• Rear	20 Feet	24 Feet	Y
Max. Lot Coverage	50 %	7 %	Y
Max. Building Height	N/A	22 Feet	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	By Condition	Y
Mech. Equipment	Screened	By Condition	Y

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	15 Trees	10 Trees	N*
• South	1 Tree / 20 Linear Feet	13 Trees	3 Trees	N*
• East	1 Tree / 20 Linear Feet	12 Trees	2 Trees	N*
• West	1 Tree / 20 Linear Feet	11 Trees	3 Trees	N*
TOTAL PERIMETER TREES		**51 Trees**	**18 Trees**	**N***

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	24 Trees	14 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		17 Feet	Y
• South	15 Feet		11 Feet	N**
• East	8 Feet		10 Feet	Y
• West	15 Feet		15 Feet	Y

*A Condition of Approval has been added that requires 24-inch box trees shall be installed every 20 linear feet within the required landscape buffer areas.
**A Waiver is requested to allow an 11-foot landscape buffer width along the south property line.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
MLK Boulevard	Primary Arterial	Master Plan of Streets and Highways	100	Y
Carey Avenue	Primary Arterial	Master Plan of Streets and Highways	100	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Office, Other than Listed	3,067 SF	1:300 SF	11				
Restaurant	841 SF of seating & waiting; 1,539 SF other	1:50 SF of seating & waiting; 1:200 SF other	25				
TOTAL SPACES REQUIRED			36		67		Y
Regular and Handicap Spaces Required			34	2	64	3	Y
Loading Spaces	5,447 SF	<10,000	1				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) Site Development Plan Re

Project Address (Location) 2360 N. MARTIN LUTHER KING BOULEVARD

Project Name Golden Chick - N. MLK @ Carey **Proposed Use** Restaurant w/Drive thru

Assessor's Parcel #(s) 139-21-510-001, 139-21-510-002, 139-21-510-003 & 139-21-510-004 **Ward #** 5

General Plan: Existing _____ Proposed X **Zoning:** Existing X Proposed _____

Additional Information _____

Property Owner MLK CAREY, LLC Contact TERRY LALONDE
Address 237 SIERRA COUNTRY CIRCLE City Gardnerville State NV Zip 8946
E-mail tlalonde@charter.net Phone (775) 265.7468

Applicant GOOD CLUCK WEST, LLC Contact ROLANDO LEAL
Address 1604 Wynn Joyce Rd City GARLAND State TX Zip 7504
E-mail RLEAL@LEALRES.com Phone (972) 897-8602

Representative FORZA DESIGN GROUP Contact DARRYLL BRANDW
Address 10801 W. CHARLESTON BLVD., STE 530 City LAS VEGAS State NV Zip 8913
E-mail Darryll@forza-lv.com Phone (702) 460.8891

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 who 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 parc

City Official N/A **Partner(s)** N/A

Partner(s) N/A

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 or 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 o purchaser (or option holder) of the property involved in this application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below

Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance

roperty Owner Signature T.E. LALONDE MANAGING MEMBER MLK CAREY, LLC

authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

rint Name TERRY LALONDE

20-0118
08/24/2020

ubscribed and sworn before me

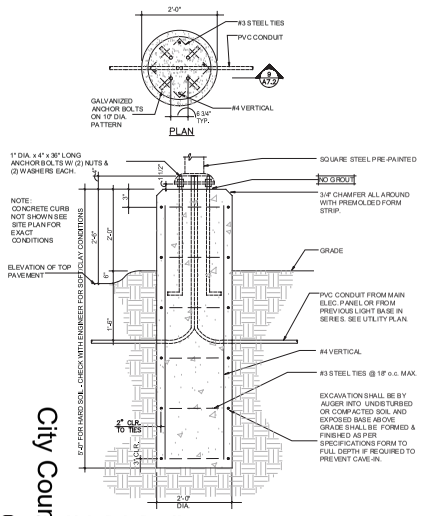
this 24th day of August, 2020

Shanna Lemley Dallas County, Texas

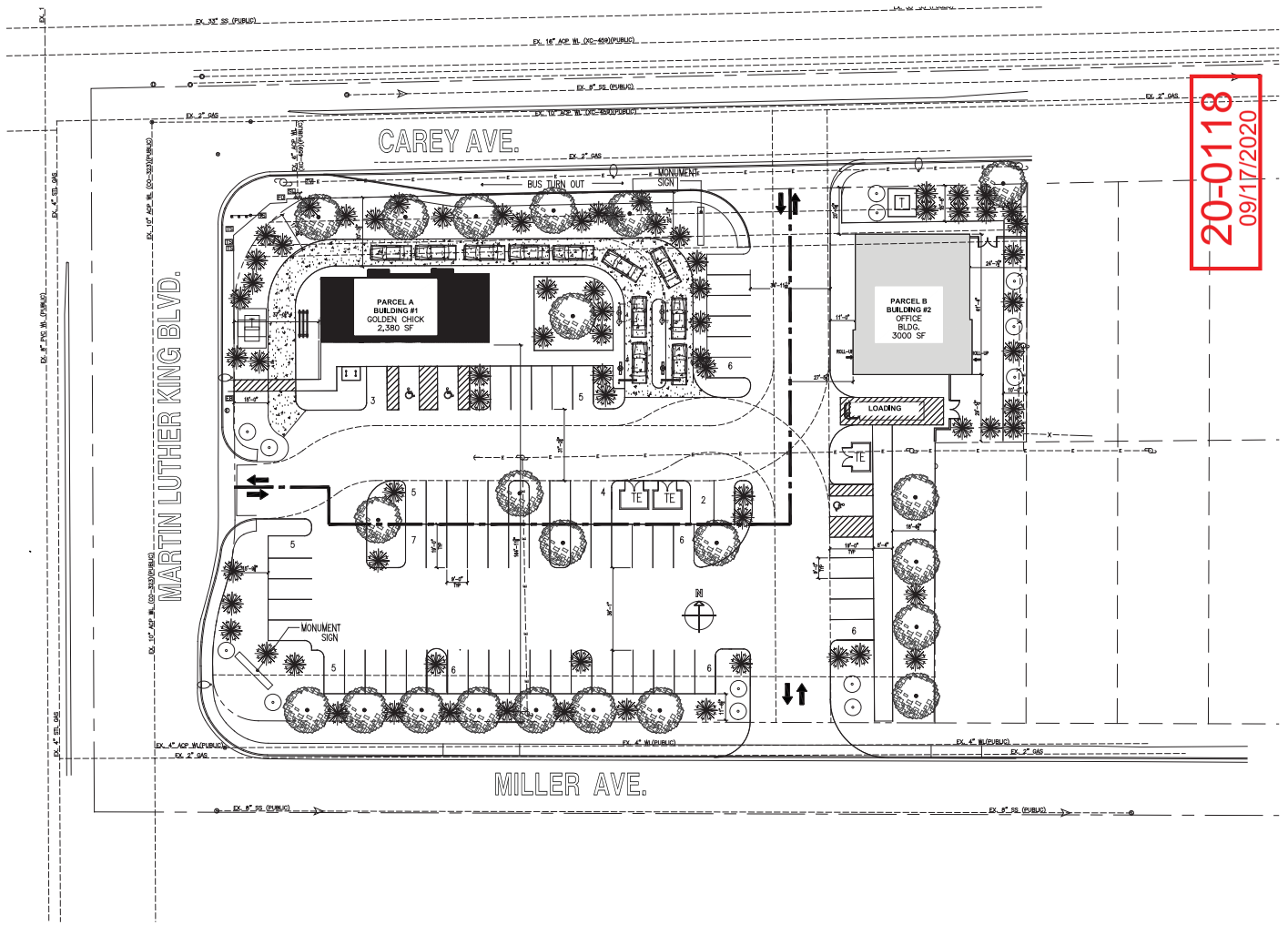
otary Public in and for said County and State

NOTARY PUBLIC STATE OF TEXAS
Shanna Lemley
My Commission Expires
07/05/2022
ID No 124263787

1 YARD LIGHT NOTES:
1. VERIFY ALL PAVING NOTES & DETAILS W/ CIVIL DWGS. AND SOILS REPORT
2. COORDINATE LOCATION WITH ELECTRICAL SITE PLAN.
3. VERIFY FIXTURE TYPE W/ OWNER PRIOR TO CONSTRUCTION.
4. DRESS LIGHT POLE BASE IMMEDIATELY UPON REMOVAL OF SONOTUBE/FORM.
5. FIELD VERIFY YARD LIGHT LOCATION AND ENSURE A MINIMUM OF 10'-0" FROM ANY OVERHEAD LINES. ADDITIONAL RESTRICTIONS MAY APPLY BY CITY ORDINANCE. COORDINATE WITH POWER COMPANY.



1 **Site Light Pole Detail**
1"=30'-0"



1 **Overall Site Plan - For Reference**
1"=30'-0"

SITE DATA

RESTAURANT

Description: An establishment providing for the preparation and retail sale of food and beverages, including without limitation cafes, coffee shops, sandwich shops, ice cream parlors, fast food take-out (i.e. pizza) and similar uses.

Conditional Use Regulations:

The restaurant use must be ancillary to a primary use, and shall not exceed 2000 square feet in gross floor area.
On-site Parking Requirement: One space for each 50 square feet of public seating and waiting area (including outdoor areas for seating and waiting), plus one space for each 200 square feet of the total remaining gross floor area.

DRIVE-THROUGH

Description: The use of a dedicated drive lane that, incidental to a principal use, provides access to a station, such as a window, door or mechanical device, from which occupants of an motor vehicle receive or obtain a product or service.

Conditional Use Regulations:

A single-station drive-through shall have a stacking lane that will accommodate a minimum of six vehicles, including the vehicle at the station.
A multiple-station drive-through shall have stacking lanes that will accommodate a minimum of three vehicles per station, including the vehicle at that station.
The drive-through shall be screened in accordance with LVMC 19.08.040(F). In the O (Office) and C-D (Designed Commercial) Districts, a drive-through s hall be separated from any residentially zoned property by an intervening building and shall not have access to local residential streets.
On-site Parking Requirement: No additional parking required beyond that which is required for the principal use(s) on the site. Stacking areas provided for the drive-through shall not count toward the required on-site parking.

OFFICE, OTHER THAN LISTED

Description: A building or rooms used for conducting the affairs of a business, profession, service, industry or government other than those which a re specifically listed in this Title. This use includes a radio/mass casting facility and a recording studio.

On-site Parking Requirement: One space for each 300 square feet of gross floor area.

PARCEL

TOTAL LAND:	66,865 SF / 1.53 AC
TOTAL BLDG:	2,380 (+ 3,000 = 5,380 SF
LAND / BLDG. RATIO:	66,865 / 5,380 = 12.3%

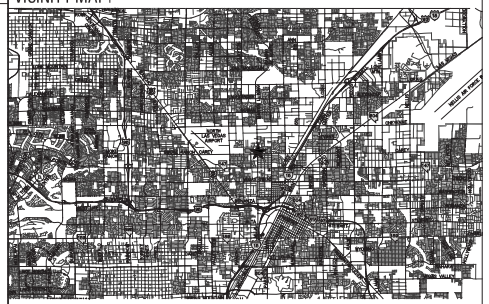
BUILDING DATA:

OSR LAND:	34,960 SF / 0.79 AC
LAND / BLDG:	14.5%
OSR FOOTPRINT:	2,380 SF
SERVICE AREA:	841 SF
B.O.H.	1,539 SF
PARKING CALCULATION:	841 /50 = 16.82 = 17 1,539 /200 = 7.6 = 8
PARKING REQUIRED:	25 PARKING SPACES / TOTAL PROVIDED: 25 INCLUSIVE OF 1 ACCESSIBLE STALL
OFFICE LAND:	40,893 / 0.93 ACRES
LAND / BLDG. :	40,893 / 3,067 = 13.2% COVERAGE
OFFICE FOOTPRINT:	3,067 SF
PARKING CALCULATION:	3,067 /300 = 10.22 = 11 SPACES INCLUSIVE OF 1 ACCESSIBLE STALL
PARKING REQUIRED:	11 SPACES / TOTAL PROVIDED : 41 SPACES STALLS INCLUSIVE OF 2 ADA STALLS
OVERALL REQUIRED:	36 STALLS
OVERALL TOTAL PROVIDED:	67 STALLS PROVIDED (+31)

SITE PLAN NOTES

1. CONTRACTOR TO VERIFY SITE CONDITIONS AND NOTIFY OWNER OF ANY DISCREPANCIES PRIOR TO COMMENCING WORK.
2. CONTRACTOR TO COORDINATE WORK WITH UTILITY AGENCIES PRIOR TO COMMENCING ANY PUBLIC WORK.
3. CONTRACTOR SHALL CONFINE HIS WORK WITHIN THE PROJECT SITE AT ALL TIMES.
4. REPAIR STREET PAVING DAMAGE DURING CONSTRUCTION.
5. SIDEWALKS AND ACCESSIBLE PATHS SHALL NOT SLOPE MORE THAN 2% IN ANY DIRECTION.
6. REFER TO LANDSCAPE DRAWINGS FOR ALL LANDSCAPE, PLANTING, SIDE WALKS, PAVER PATTERNS AND SITE WALLS. LANDSCAPE WATERING TO BE METERED PER BUILDING. CONTROLS ARE SPECIFIC TO EACH PARCEL AND BUILDING FOR METERING AND FUTURE SALE IN THE FUTURE.
7. VERIFY SLOPES / GRADES (LAY-OUT OF CURBS, DRIVEWAYS, RAMPS). ACCESSIBLE EGRESS PATH WAY AND DRIVE-THRU WITH CIVIL DRAWINGS
8. VERIFY UTILITY LOCATIONS, CONNECTIONS AND DEPTH OF UTILITY VAULT PER CIVIL REPORT. ANY DISCREPANCIES TO ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.
9. ALL LANDSCAPE AREAS TO RECEIVE POWER (FOR LIGHTING) AND WATER LINES FOR IRRIGATION.
10. VERIFY ALL SITE ACCESSIBLE STANDARDS WITH CIVIL AND WITH ANSI SHEETS IN THIS SET.
11. ANY RELOCATION OF EXISTING TREES OR STREETLIGHTS WILL BE AS REQUIRED BY THE NORTH CITY OF LAS VEGAS MUNICIPALITY. (IF APPLICABLE)
12. PAVERS SHALL BE INSTALLED PER MANUFACTURER'S RECOMMENDATIONS - COLOR AND FINISH TO BE SELECTED BY ARCHITECT /OWNER WHERE OCCURS
13. PROVIDE A HOSE BIB ACCESSIBLE AT TRASH ENCLOSURE (YARD HYDRANT IN RECESSED, LOCKABLE BOX) AND PATIO SEATING AREA, WHERE OCCURS - REFER TO FLOOR PLAN (A2.XX SERIES)
14. PROVIDE LIGHTING (J-BOX) AT TRASH ENCLOSURE
15. REFER TO ELECTRICAL SITE PLAN FOR ALL SITE POWER ROUTING & SITE LIGHTING (CONTROLLABLE TO SCOPE BUILDING IN THIS PACKAGE)
16. REFER TO CIVIL DRAWINGS FOR P.O.C. FROM OFF SITE SOURCES.
17. ELEC. EMS PANEL TO CONTROL ALL SITE LIGHTING AND LANDSCAPING LIGHTING FOR THIS PROJECT. LIGHTING TO BE ON A PHOTOMETRIC CELL.

VICINITY MAP



★ DENOTES PROJECT LOCATION

20-0118
09/17/2020

NEVADA | CALIFORNIA
FORZA DESIGN GROUP
ARCHITECTURE | PLANNING | INTERIORS
nine18,LLC
10801 W. CHARLESTON BLVD. | SUITE 530 5TH FLOOR
LAS VEGAS, NV 89135 | T. 702.487.5349
F. 702.430.9316

CLIENT
CLIENT NAME
Contact:
WEST OF CLUCK, LLC
ATTN: ROLANDO LEAL
214.943.9090
rleal@lealres.com

STAMP
CHRISTOPHER F. SERRAO
No. 19819
STATE OF NEVADA

PROJECT TITLE
PROJECT NAME: GOLDEN CHICK
SEC OF MARTIN LUTHER KING BLVD. & CAREY AVE.
LAS VEGAS NV 89106
JURISDICTION: CITY OF LAS VEGAS
APN#:
GOLDEN CHICK

REVISIONS

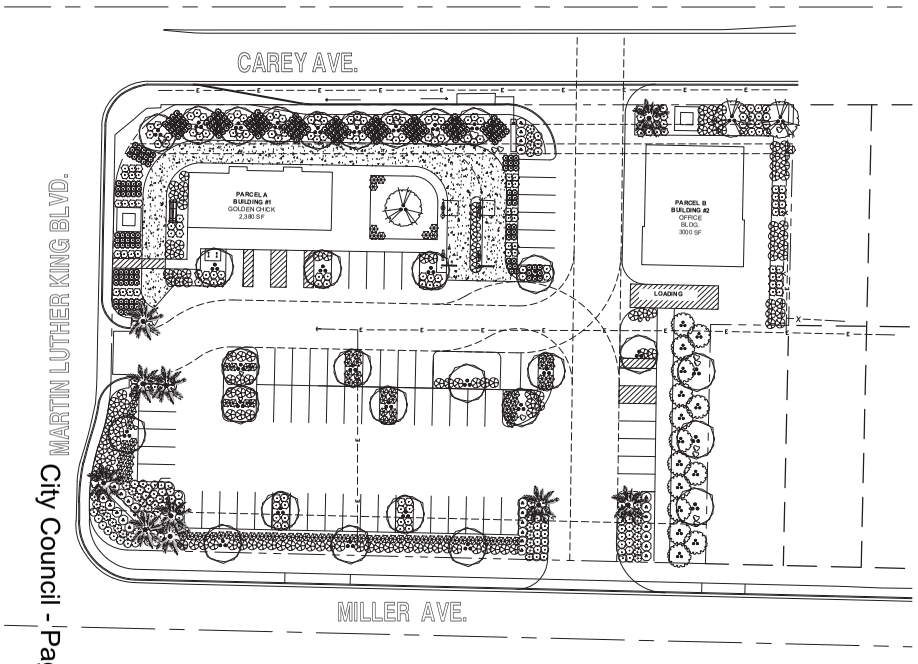
#	Date	Description

PROJECT INFO
2020.014
project number
September 14, 2020
date
FORZA DESIGN GROUP
drawn
Chris Serrao, NCARB
project designer/ manager
Chris Serrao, NCARB
principal in charge

The contractor shall check and verify all dimensions and report all errors and omissions to the office prior to commencing work. Print drawings are not to be scaled

SHEET INFO
Sheet Name:
SITE PLAN
Sheet Number:
A1.01

NOTE: THE NEVADA ADMINISTRATIVE CODE 623.227 & 278.010 TO 278.025 STATES FROM ANY ALLEGAL OR UNAUTHORIZED USE OF DESIGN, DRAWINGS AND SPECIFICATIONS. ALL DESIGN, DRAWINGS AND SPECIFICATIONS AND DRAWINGS ARE INSTRUMENTS OF SERVICE FOR USE SOLELY WITH RESPECT TO THIS PROJECT AND SHALL REMAIN THE PROPERTY OF FORZA DESIGN GROUP. FORZA DESIGN GROUP SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO. NO PART OF THESE DRAWINGS AND SPECIFICATIONS SHALL BE USED BY ANY PERSON OR ENTITY FOR ANY PROJECT OTHER THAN THE PROJECT FOR WHICH THEY HAVE BEEN PREPARED, EXCEPT BY AGREEMENT IN WRITING AND WITH APPROPRIATE COMPENSATION TO FORZA DESIGN GROUP. UNAUTHORIZED USE OF AND/OR MODIFICATIONS TO THESE DRAWINGS AND SPECIFICATIONS SHALL RENDER ANY SUCH USE OR MODIFICATION UNLAWFUL AND A VIOLATION OF THE LAWS OF THE STATE OF NEVADA, NRS 623.700. ALL RIGHTS RESERVED UNDER FEDERAL COPYRIGHT LAWS. SPECIFICATIONS, 2018, 623.700.
2020 FORZA DESIGN GROUP



PLANT SCHEDULE

TREES	BOTANICAL / COMMON NAME	SIZE	QTY
	PHOENIX DACTYLIFERA `DEGLET NOOR` DEGLET NOOR DATE PALM	12 FEET	10
	RHUS LANCEA AFRICAN SUMAC	24"BOX	30
	VITEX AGNUS-CASTUS CHASTE TREE	24"BOX	3
SHRUBS	**BOTANICAL / COMMON NAME**	**SIZE**	**QTY**
	AGAVE AMERICANA CENTURY PLANT	5 GAL	38
	LAVANDULA X `REGAL SPLENDOUR` REGAL SPLENDOUR LAVENDER	5 GAL	111
	MUHLENBERGIA EMERSLEYI `EL TORO` BULLGRASS	5 GAL	77
	NERIUM OLEANDER `PETITE PINK` PETITE PINK OLEANDER	5 GAL	137
	TECOMA X `SUNRISE` YELLOW BELLS	5 GAL	27
ACCENTS	**BOTANICAL / COMMON NAME**	**SIZE**	**QTY**
	PENNISETUM SETACEUM `RUBRUM` RUBY FOUNTAIN GRASS	5 GAL	292
GROUNDCOVERS	**BOTANICAL / COMMON NAME**	**SIZE**	**QTY**
	ACACIA REDOLENS `DESERT CARPET` TM TRAILING ACACIA	5 GAL	15
	LANTANA X `NEW GOLD` NEW GOLD LANTANA	5 GAL	189

20-0118
09/17/2020

PLANTING NOTES

1. CONTRACTOR IS RESPONSIBLE TO VERIFY ALL PLANT QUANTITIES. THE PLANT SCHEDULE IS INTENDED AS A REFERENCE ONLY.
2. LANDSCAPE ARCHITECT IS TO APPROVE ALL PLANT MATERIAL PRIOR TO INSTALLATION WITH PRIOR NOTICE OF 48 HOURS.
3. PLANT MATERIAL IS TO HAVE IDENTIFICATION TAGS ON 10% OF THE TOTAL QUANTITY OF EACH SPECIES, SHOWING GENUS, SPECIES, VARIETY, ETC.
4. CONTRACTOR TO PROVIDE MATCHING SIZES AND FORMS OF LIKE SHRUB SPECIES AS SHOWN ON DRAWINGS.
5. CONTRACTOR TO PROVIDE POSITIVE DRAINAGE AWAY FROM ALL STRUCTURES, WALLS, AND ON ALL SIDEWALKS ACCORDING TO ALL CODES, REGULATIONS, AND REQUIREMENTS.
6. DECOMPOSED GRANITE, 1/2" MINUS, COLOR: "PALOMINO CORAL", 2" DEPTH TYPICAL IN ALL PLANTING BEDS. DECOMPOSED GRANITE SHALL CONTAIN 75% 1/2" SCREENED AND 25% 3/8" MINUS. CONTRACTOR TO RECEIVE VERIFICATION FROM ROCK SUPPLIER AND PRESENT VERIFICATION TO THE OWNER PRIOR TO ANY CONSTRUCTION.

   WHOLESALE DEALER:

   KALAMAZOO MATERIALS, INC. OR VISTA LANDSCAPE CENTERS
   6975 NORTH ORACLE ROAD 951 WIGWAM PARKWAY
   TUCSON, AZ 85704 HENDERSON, NV 89014
   TELEPHONE: (702) 296-9131 TELEPHONE: (702) 591-3566
   CONTACT: CHUCK CHRYSLER CONTACT: ROBIN MICKELSON
7. LANDSCAPE BOULDERS ARE TO BE GRANITE AND ROUND IN SHAPE. COLOR TO MATCH OR COMPLIMENT ROCK GROUND COVER. CONTRACTOR TO SET 1/4 OF ROCK DIAMETER INTO FINISH GRADE. BOULDERS TO BE 2' TO 4' IN DIAMETER,

   QUANTITIES:

   2' BOULDER: 6
   3' BOULDER: 11
   4' BOULDER 10
8. CONTRACTOR TO INSTALL ROOT GUARD AT THE PERIMETER/EDGE OF PAVEMENT OF ALL PARKING ISLANDS AND ANY OTHER PLANTING AREAS NOTED ON THE PLANTING PLAN. CONTRACTOR TO INSTALL ROOT GUARD PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

   MODEL: UB 24-2
   MANUFACTURER: DEEP ROOT PARTNERS, L.P.
   345 LORTON AVENUE
   BURLINGAME, CA 94010
   TELEPHONE: (800) 458-7668

NORTH

0 30 60 90 feet
SCALE: 1" = 30'

Call before you OVERHEAD 1-702-402-2929
Call before you Dig. 811

J W ZUNINO
LANDSCAPEARCHITECTURE
jwzunino.com
LAS VEGAS
3191 S. JONES BLVD
LAS VEGAS, NV 89146
T 702.253.9390
F 702.253.1016

FORZA DESIGN GROUP

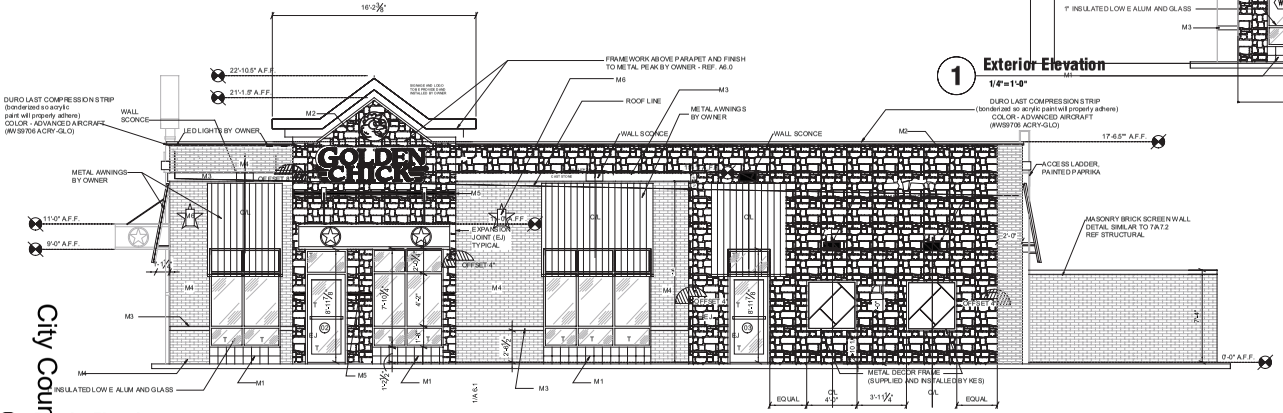
MLK AND CAREY AVE
COMMERCIAL DEVELOPMENT
NORTH LAS VEGAS, NV

Project Number: 20925.00
Date: 08/20/2020
Drawn By: AS
Checked By: JZ
Scale:
Revisions:
△
△
△

THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF J.W. ZUNINO LANDSCAPE ARCHITECTURE, AND IS NOT TO BE USED IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF J.W. ZUNINO & ASSOCIATES INC.

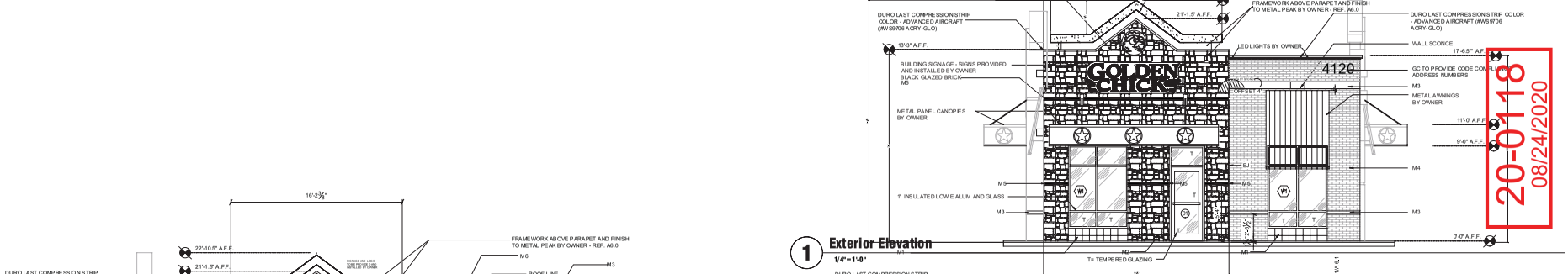
Sheet Title: PLANTING PLAN

Sheet Number: L1.01
X OF X



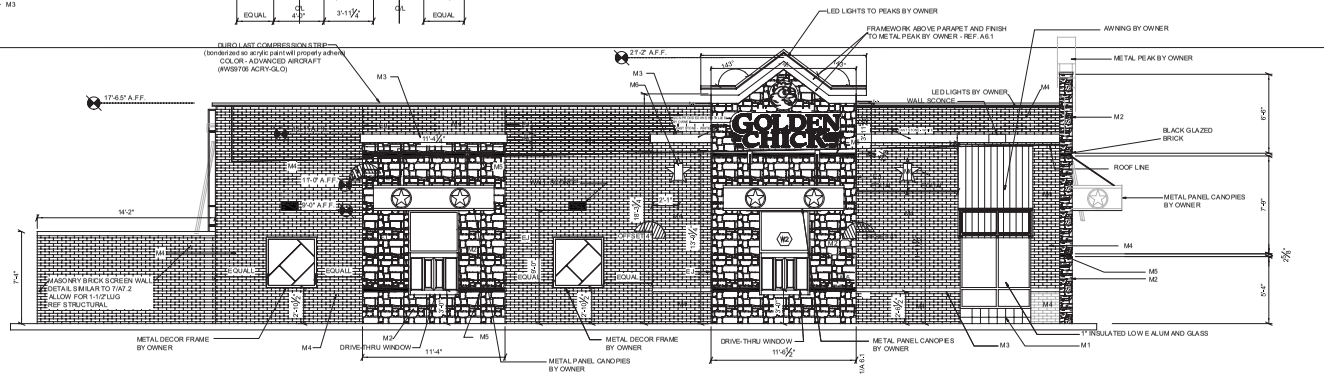
2 Exterior Elevation

1/4"=1'-0"



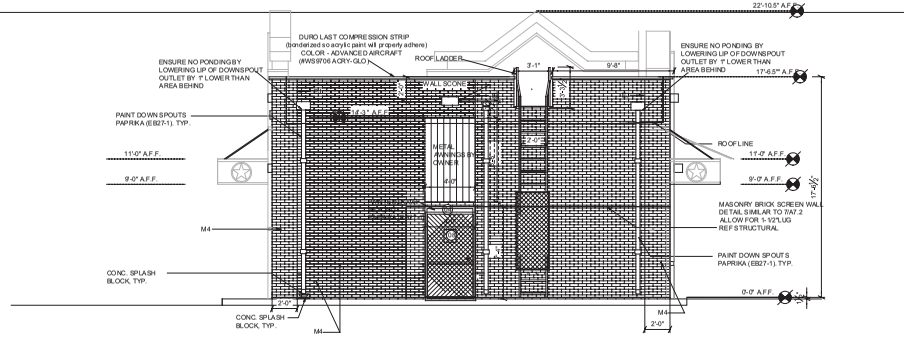
1 Exterior Elevation

1/4"=1'-0"



3 Exterior Elevation

1/4"=1'-0"



4 Exterior Elevation

1/4"=1'-0"

EXTERIOR ELEVATION NOTES

1. EIFS TO BE ORAGE PEEL TEXTURE - UNLESS NOTED OTHERWISE
2. A. REVEALS TO BE 2" ON TALLER, ENTRY ARCHITECTURAL FEATURES. FINISH: ANODIZED FOR ALL REVEALS. MANUFACTURER - FRY REGLET -NON-VENTED, 3/4" DEEP X 2" WIDE MAUNF. # PCS-75-200
   B. REVEAL BAND AROUND PERIMETER OF BUILDING: FRY REGLET - NON-VENTED, 3/4" DEEP X 6 WIDE"- MANUF. #PCS-75-600
   C. GENERAL REVEAL JOINTS MAIN REILDS , 3/4" DEEP X 3/4" WIDE -SEE DETAIL 4 ON SHEET A8.02
3. PAINT METAL DOORS TO MATCH THE COLOR DIRECTLY ADJACENT- AT STONE, PAINT DOORS MEDIUM GREY
4. STOREFRONT MULLION COLOR TO BE DARK BRONZE ANODIZED
5. EXTERIOR DECORATIVE SCONCE MOUNTING HEIGHT SHALL BE 7'-8" A.F.F. TO CENTER OF FIXTURE. MODEL (RS53W1WS-W1122-6ZBR(BRONZE) LARGE 22" MODEL - LUMENS CM **URBAN WOODS OUTDOOR LED WALL SCONCE**
6. PLACE ELEC J-BOX AT PROPOSED EXTERIOR SIGNAGE LOCATIONS PER THESE ELEVATIONS.
7. REFER TO SHEET A8.02 FOR ALL EIFS CONSTRUCTION DETAILS AND CONDITIONS.

EXTERIOR FINISH SCHEDULE

NO. /SYM.	MATERIAL	MFR/SUPPLIER	RNBH/STYLE	COLOR	REMARKS
M-1	12X12 GRANITE WALL TILE	ACME BRICK	INTOP	PREMIUM BLACK	
M-2	STONE	ACME BRICK	LIMESTONES #KOSTONE -ASHLAR PATT.	GROUT: SAVANNAH IVORY	
M-3	CAST STONE	ACME BRICK		WHITE	
M-4	BRICK KING SIZE	ACME BRICK		RED	
M-5	BRICK KING SIZE	ACME BRICK	GLAZED	BLACK	
	METAL WALL SCONCE	-	-	-	-
	WALL PACK	-	-	-	-

	PT #	MANUFACTURER	COLOR NAME	COLOR #
PAINT	PT-1	SHERWIN WILLIAMS	XX XX	SW XXXXX
	PT-2	SHERWIN WILLIAMS	XX XXX	SW XXXXX
	PT-3	SHERWIN WILLIAMS	XX XXXX	SW XXXXX

NOTE:
SIGNAGE UNDER SEPARATE PERMIT. J-BOXES TO BE PLACED AT FUTURE SIGN LOCATIONS.

City Council - Page 1025

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FORZA DESIGN GROUP
ARCHITECTURE | PLANNING | INTERIORS
nine18, LLC
1 0801 W. CHARLESTON BLVD. | SUITE 530 5TH FLOOR
LAS VEGAS, NV 89135 | T. 702.487.5.949
F. 702.430.9316

CLIENT

CLIENT NAME

Contact:
WEST OF CLUCK, LLC
ATTN: ROLANDO LEAL
214.943.9090
rleal@lealres.com

STAMP

CHRISTOPHER F. SERRAO
No. 19519
REGISTERED ARCHITECT
STATE OF NEVADA

PROJECT TITLE

PROJECT NAME: GOLDEN CHICK
SEC OF MARTIN LUTHER KING BLVD. & CAREY AVE.
LAS VEGAS NV 89106
JURISDICTION: CITY OF LAS VEGAS
APN#:

GOLDEN CHICK

PROJECT MANAGER & CONTACTS:

REVISIONS

#	Date	Description

PROJECT INFO

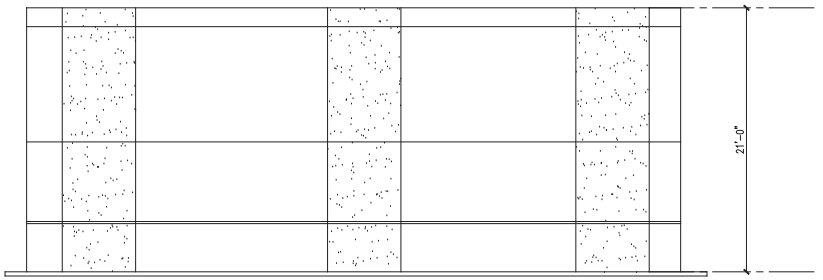
2020.014
project number
August 24, 2020
date
FORZA DESIGN GROUP
drawn
Chris Serrao, NCARB
project designer/ manager
Chris Serrao, NCARB
principal in charge

The contractor shall check and verify all dimensions and report all errors and omissions to the office prior to commencing work. Scale drawings are not to be used.

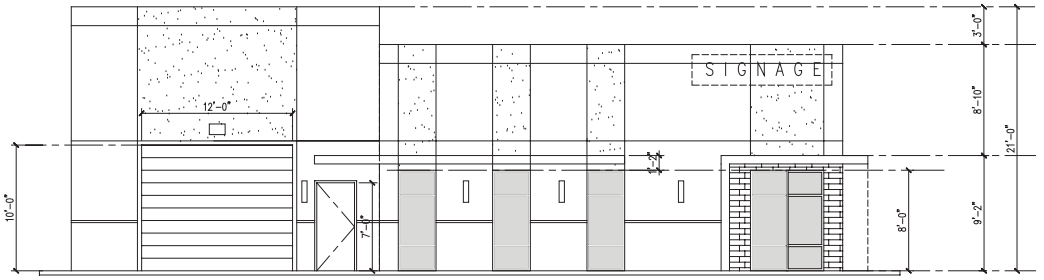
SHEET INFO

Sheet Name:
EXTERIOR ELEVATIONS
Sheet Number:
A5.01

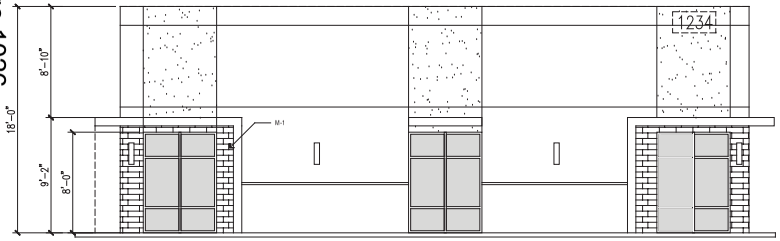
NOTE: THE SCHEDULE ADAMS TO AVOID CLOSE, ADULT, PROTECTED DOORS STS FROM ANY ILLEGAL USE. USE OF DESIGN DRAWINGS AND SPECIFICATIONS. THESE DRAWINGS ARE THE PROPERTY OF FORZA DESIGN GROUP. ANY UNAUTHORIZED REPRODUCTION OF THESE DRAWINGS, IN WHOLE OR IN PART, IS STRICTLY PROHIBITED. ALL RIGHTS RESERVED. © 2020 FORZA DESIGN GROUP



1 South Elevation
1/4"=1'-0"



2 East Elevation
1/4"=1'-0"



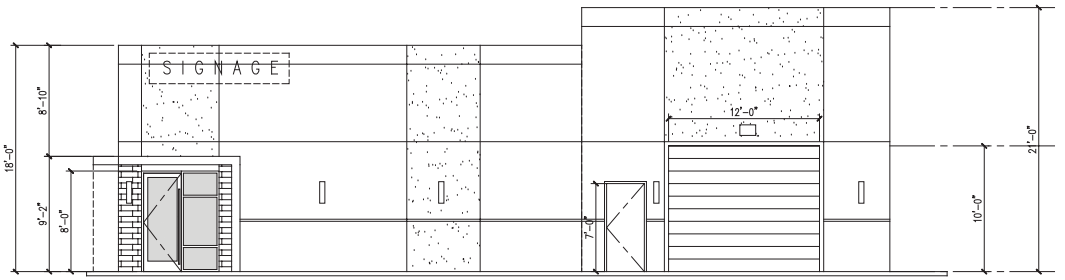
3 North Elevation
1/4"=1'-0"

EXTERIOR FINISH SCHEDULE

NO./SYM.	MATERIAL	MFR/SUPPLIER	FINISH/STYLE	COLOR	RESP.
M-3	CAST STONE	ACME BRICK		WHITE	
M-4	BRICK KING SIZE	ACME BRICK		RED	
	METAL WALL SCONCE	-	ANODIZED -CLEAR	-	-

	PT #	MANUFACTURER	COLOR NAME	COLOR #
PAINT	PT-1	SHERWIN WILLIAMS	XXXX	SW XXX XX
	PT-2	SHERWIN WILLIAMS	XXXXX	SW XXXXX
	PT-3	SHERWIN WILLIAMS	XXXXXX	SW XXXXX

NOTE:
SIGNAGE UNDER SEPARATE PERMIT. J-BOXES TO BE PLACED AT PUTURE SIGN LOCATIONS.



4 West Elevation
1/4"=1'-0"

City Council - Page 1026

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08/24/2020

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1 0801 W. CHARLESTON BLVD. | SUITE 530 5TH FLOOR
LAS VEGAS, NV 89135 | T: 702.487.5349
F: 702.430.9316

CLIENT
CLIENT NAME
Contact:
WEST OF CLUCK, LLC
ATTN: ROLANDO LEAL
214.943.9090
rleal@lealres.com

STAMP
CHRISTOPHER F. SERRAO
No. 7813
REGISTERED ARCHITECT
STATE OF NEVADA

PROJECT TITLE
PROJECT: GOLDEN CHICK
PROJECT NAME: GOLDEN CHICK
SEC OF MARTIN LUTHER KING BLVD. & CAREY AVE.
LAS VEGAS NV 89106
JURISDICTION: CITY OF LAS VEGAS
APN#:

REVISIONS

#	Date	Description

PROJECT INFO
2020.014
project number
August 24, 2020
date
FORZA DESIGN GROUP
drawn
Chris Serrao, NCARB
project designer/ manager
Chris Serrao, NCARB
principal in charge

The contractor shall check and verify all dimensions and report all errors and omissions to the office prior to commencing work. Do not scale drawings, use only for as noted

SHEET INFO
Sheet Name:
OFFICE ELEVATIONS
Sheet Number:
A5.02

NOTE: THE SCHEDULE ADAMS TO ARTICLE 202 (C. 2013) (PROPOSED TO ARTICLES 2015 FROM ANY ILLEGAL OR UNAUTHORIZED USE OF DESIGN-BUILDER'S PLANS AND SPECIFICATIONS. DESIGN-BUILDER'S PLANS AND SPECIFICATIONS ARE AND SHALL REMAIN THE PROPERTY OF DESIGN-BUILDER WHETHER THE PROJECT FOR WHICH THEY ARE MADE IS EXECUTED OR NOT. THEY ARE NOT TO BE USED BY ANY PERSON, FIRM OR CORPORATION FOR ANY PURPOSE WHATSOEVER WITHOUT THE WRITTEN PERMISSION OF DESIGN-BUILDER. UNAUTHORIZED USE OF THESE PLANS IN THE STATE OF NEVADA, NRS 623.760 - 623.3495 PROVIDES FOR CIVIL PENALTIES AND CRIMINAL FINES.

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City Council - Page 1027

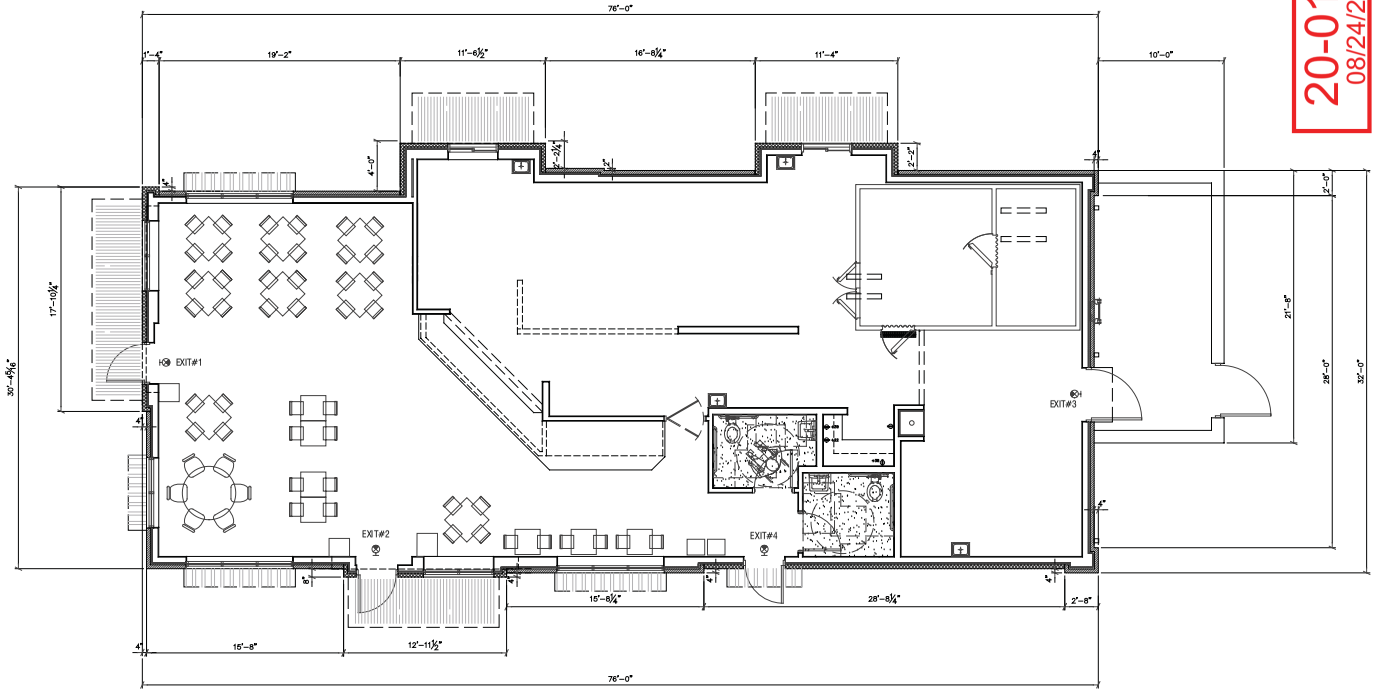
20-0118
08/24/2020

GENERAL FLOOR PLAN NOTES

1. ALL DIMENSIONS ARE TO FACE OF STUD - UNLESS NOTED OTHERWISE.
2. THE BUILDING SHALL BE FULLY SPRINKLED. REFER TO FIRE PROTECTION DRAWINGS FOR ALL EQUIPMENT LOCATIONS AND REQUIREMENTS.
3. REFER TO CIVIL PLANS FOR ALL FLOOR FINISH ELEVATIONS, CURBS,DRIVEWAYS, SITE UTILITIES
4. REFER TO MECHANICAL DRAWINGS FOR ALL HEATING VENTILATION AND AIR CONDITIONING EQUIPMENT LOCATIONS AND REQUIREMENTS.
5. REFER TO ELECTRICAL DRAWINGS FOR ALL POWER, SITE LIGHTING AND ELECTRICAL EQUIPMENT LOCATIONS AND REQUIREMENTS.
6. REFER TO PLUMBING DRAWINGS FOR ALL DRAINAGE (FLOOR AND ROOF), PLUMBING VENTILATION, SEWAGE PIPING (INTERIOR ONLY) AND EQUIPMENT LOCATIONS AND REQUIREMENTS.
7. INSULATION REQUIREMENTS: WALLS - R-19 BATT INSULATION, ROOF - R-30 RIGID INSULATION
8. FOR DOOR AND WINDOW SCHEDULES AND DETAILS REFER TO A6.00 SERIES DRAWINGS.
9. INTERIOR WALLS TO BE CONSTRUCTED PER DETAIL 1 SHEET A5.01. (FIRE RATED WHERE OCCURS)
10. GENERAL CONTRACT TO VERIFY ALL FENESTRATION / DOOR OPENINGS PRIOR TO ORDERING AND INSTALLATION. ANY CONFLICTS WILL BE REPORTED TO THE ARCHITECT IN WRITTEN FORM OTHERWISE G.C. SHALL ASSUME RISK AND COST IMPLICATIONS

SYMB.

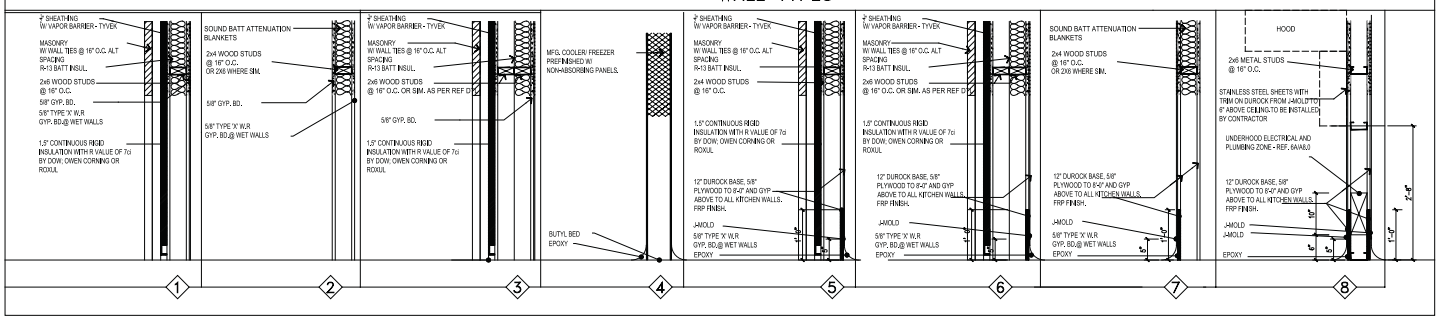
- = DECORATIVE WALL SCONCE (U.N.O) - PROVIDE J-BOX AT EACH LOCATION - MOUNTING HEIGHT 7'-0" A.F.F.
- = RECESSED HOSE BIBB WITH LOCKABLE BOX - FOR PIPE PENETRATION THRU EIFS SEE DETAIL 13/A6.02
- = GASMETER LOCATIONS



SEATING & OCCUPANCY
SEATING CAPACITY: 5.4 SEATS
DINING OCCUP.ANCY - DINING RM = 892 SF UNCONCENTRATED TABLES >= 7 sf PER THE 2018 IBC. 892/7 = 54 PERSONS FOR DINING
B.O.H. 1191/200 = 6 PERSONS
TOTAL OCCUP.ANCY : 60 PERSONS

1 **Overall Floor Plan**
3/16"=1'-0"

WALL TYPES



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Contact:
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rleal@lealres.com

STAMP

CHRISTOPHER F. SERRAO
No. 9812
STATE OF NEVADA

PROJECT TITLE

GOLDEN CHICK

PROJECT NAME: GOLDEN CHICK
SEC OF MARTIN LUTHER KING BLVD. & CAREY AVE.
LAS VEGAS , NV 89106
JURISDICTION: CITY OF LAS VEGAS
APN:#

PROJECT NAME & LOCATION

REVISIONS

#	Date	Description

PROJECT INFO

2020.014
project number
August 24, 2020
date
FORZA DESIGN GROUP
drawn
Chris Serrao, NCARB
project designer/ manager
Chris Serrao, NCARB
principal in charge

The contractor shall check and verify all dimensions and report any errors and omissions to this office prior to commencing work • these drawings are not to be scaled

SHEET INFO

Sheet Name:
FLOOR PLAN
Sheet Number:
A2.01

NOTICE: THE NEVADA ARCHITECTURAL PRACTICE ACT (NRS 623.349) PROTECTS THE ARCHITECT'S INSTRUMENTS OF SERVICE, INCLUDING THESE PLANS, AND ALL OF THE INFORMATION CONTAINED HEREIN, FROM UNAUTHORIZED USE AND REPRODUCTION. ANY UNAUTHORIZED REUSE OF THESE DRAWINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF FORZA DESIGN GROUP IS A VIOLATION OF THE ACT AND WILL BE PROSECUTED TO THE FULLEST EXTENT OF THE LAW. THESE DRAWINGS ARE NOT TO BE LOANED, COPIED OR REPRODUCED IN WHOLE OR IN PART FOR ANY PURPOSE WITHOUT THE WRITTEN PERMISSION OF FORZA DESIGN GROUP. ANY UNAUTHORIZED USE OF THESE DRAWINGS WILL BE CONSTRUED AS A VIOLATION OF THE COPYRIGHT LAWS OF THE UNITED STATES OF AMERICA AND OF THE STATE OF NEVADA. © 2020 FORZA DESIGN GROUP

20-0118
09/17/2020

1 Overall Office Floor Plan
1/4"=1'-0"



20-0118-SDR1 - APPLICANT: GOOD CLUCK WEST, LLC - OWNER: MLK CAREY, LLC
2360 NORTH MARTIN L KING BOULEVARD

09/01/2020



20-0118-SDR1 - APPLICANT: GOOD CLUCK WEST, LLC - OWNER: MLK CAREY, LLC
2360 NORTH MARTIN L KING BOULEVARD

09/01/2020



20-0118-SDR1 - APPLICANT: GOOD CLUCK WEST, LLC - OWNER: MLK CAREY, LLC
2360 NORTH MARTIN L KING BOULEVARD

09/01/2020



20-0118-SDR1 - APPLICANT: GOOD CLUCK WEST, LLC - OWNER: MLK CAREY, LLC
2360 NORTH MARTIN L KING BOULEVARD

09/01/2020



20-0118-SDR1 - APPLICANT: GOOD CLUCK WEST, LLC - OWNER: MLK CAREY, LLC
2360 NORTH MARTIN L KING BOULEVARD

09/01/2020

FORZA DESIGN GROUP
ARCHITECTURE | PLANNING | INTERIORS

Date:	July 27,2020
Project Address:	SEC of Martin Luther King Blvd. & West Carey Ave, Las Vegas, NV 89106
APN#:	Multiple - 139-21-510-001 thru 004
Current Zoning:	Limited Commercial District / C-1
Project Name:	Golden Chick Drive-Thru / Restaurant & Corporate Office
RE:	Justification Letter for Design Review

To Whom It May Concern:

General Overview

Our applicant, Golden Chick, c/o Christopher Aslam, is proposing to develop a new "ground-up" quick-serve restaurant and single-story office building project on the subject parcel located at the southeast corner of North Martin Luther King Blvd. & West Carey Avenue. The project will rest on a combined land mass of 1.53 acres (66,665 SF) dimensioned approximately by three-hundred-forty-four (344') linear feet fronting West Carey Avenue (northern border), and two-hundred-twenty-four feet (224') fronting Martin Luther King Blvd. at its western border. The site will contain a quick serve restaurant building structure with an approximate footprint of 2,430 SF and a single-story office building with an approximate footprint of 3,067 SF.

Vehicular Access/Parking

The vehicular access to the site will be from the northeast end of the site (off of West Carey Ave -Eastbound), at the west (off of Martin Luther King Blvd.) and westbound on Miller Ave. (southeast corner of the site). Both ingress and egress provide ample movement and cross-traffic flows. Both uses shown are parked over code minimum and provide ample on-site movement/circulation. Appropriate accessible parking has been provided along with a loading zone that can be used for deliveries to either building on-site if the need arises during high traffic periods.

.

Design Elements

The project will incorporate many interesting design features associated with Golden Chick's corporate trade dress and a modern industrial color palette. Some elements include but are not limited to, light reflective roofs, warm and harmonious finish selections, pergola, fabric awnings, stone in ashlar patterns, thin brick veneer, and water efficient, desert sensitive landscaping. The drive-thru and trash enclosures shall be screened in accordance with LVMC 19.08.040

Signage

The project Applicant is desirous of incorporating two (2) separate signs, not to exceed the maximum standards/code-regulations delineated in Title 19, Section 19.06. The signs will be backlit or internally illuminated in nature and will not flash or "run" as marquis lights. Simply, a soft illumination is what is being

20-0118
08/24/2020

envisioned and requested. As a burgeoning residential and commercial area, we believe that the scale and amount of lighting will be appropriate and complimentary to the area.

Summary

This project will complete the "four corners" at this intersection. The subject corner (southeast corner), as of this date, remains the final undeveloped area/parcel. Golden Chick will introduce its first Las Vegas store on this site, with approval. It will serve as a synergistic use and provide another lunch and dinner option to the area by providing both drive-thru and sit-down food service to surrounding uses such as the Clark County Administrative Building and dense single family residential in the immediate area.

Applicant Requests: None at this time.

Thank you for your consideration of our project.

Sincerely,



Darryll Brandwine, Design Director
Managing Partner
FORZA Design Group
10801 West Charleston Blvd. – Suite 530
Las Vegas, NV 89135

20-0118
08/24/2020

20-0199-TMP1
190 Octane FT Partners, LLC

SWC Dorrell Lane & Puli Road

Proposed 215 unit single family residential development.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	SINGLE FAMILY DETACHED [DU]	215	12.38	**2,661**
AM Peak Hour			0.74	**159**
PM Peak Hour			0.99	**213**

Existing traffic on all nearby streets:

Dorrell Lane	
Average Daily Traffic (ADT)	3,138
PM Peak Hour	251
(heaviest 60 minutes)	

Shaumber Road	
Average Daily Traffic (ADT)	8,688
PM Peak Hour	695
(heaviest 60 minutes)	

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Dorrell Lane	35,490
Shaumber Road	35,490

This project will add approximately 2,661 trips per day on Puli Dr., Dorrell Ln. and Shaumber Rd. Currently, Dorrell is at about 9 percent of capacity and Shaumber is at about 24 percent of capacity. With this project, Dorrell is expected to be at about 16 percent of capacity and Shaumber to be at about 32 percent of capacity. Puli does not currently exist adjacent to this project, but it is expected to be under capacity.

Based on Peak Hour use, this development will add into the area roughly 213 additional cars, or about seven every two minutes.

Note that this report assumes all traffic from this development uses all named streets.

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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FIRST CLASS MAIL
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PAID
Las Vegas, NV
Permit No. 1630

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OCT 07 2020
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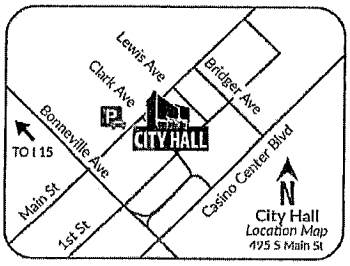
City of Las Vegas

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0118-SDR1

Planning Commission Meeting of **10/13/2020**

20-0118-SDR1
13921510156
B J R PROPERTIES L L C LOTS L L C A SERIES
RODMAN BETTY JO TRS
1174 MIRAGE LAKE ST
HENDERSON NV 89052

THE ZONING WAS IN PLACE FOR A REASON + SHOULD NOT BE CHANGED BECAUSE SOMEONE WANTS TO BUILD SOMETHING ELSE!!!

65 HRDFNP1 89052

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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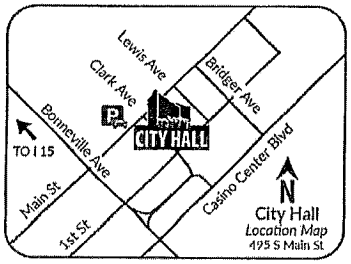
Permit No. 1630

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.

20-0118-SDR1

Planning Commission Meeting of **10/13/2020**

SEE OTHER NOTICE

RECEIVED
OCT 07 2020
Dept of Planning
City of Las Vegas

20-0118-SDR1
13921510154
B J R PROPERTIES L L C LOTS L L C A SERIES
RODMAN BETTY JO TRS
1174 MIRAGE LAKE ST
HENDERSON NV 89052

_ES HRDFNP1 89052

38P

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
82

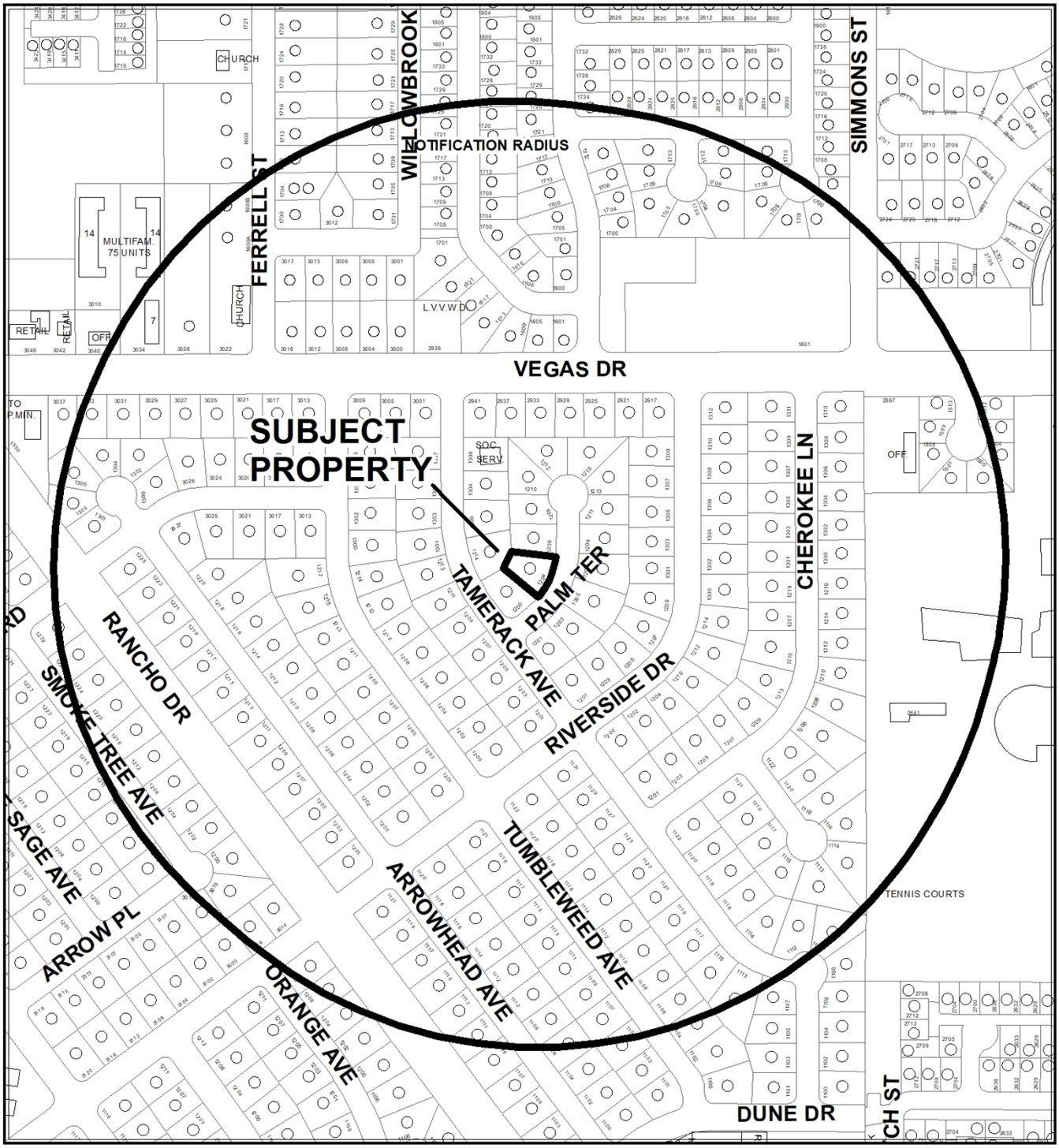
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0149-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT/OWNER: LAWRENCE C & CHERYL BATES - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ROOM ADDITION TO A LEGAL, NONCONFORMING BUILDING [SINGLE FAMILY RESIDENCE] on 0.16 acres at 1204 Palm Ter (APN 139-29-112-152), R-1 (Single Family Residential) Zone, Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted at Meeting - Support Petition Submitted by Cheryl Bates
7. Backup Submitted for the November 10, 2020 Planning Commission Meeting



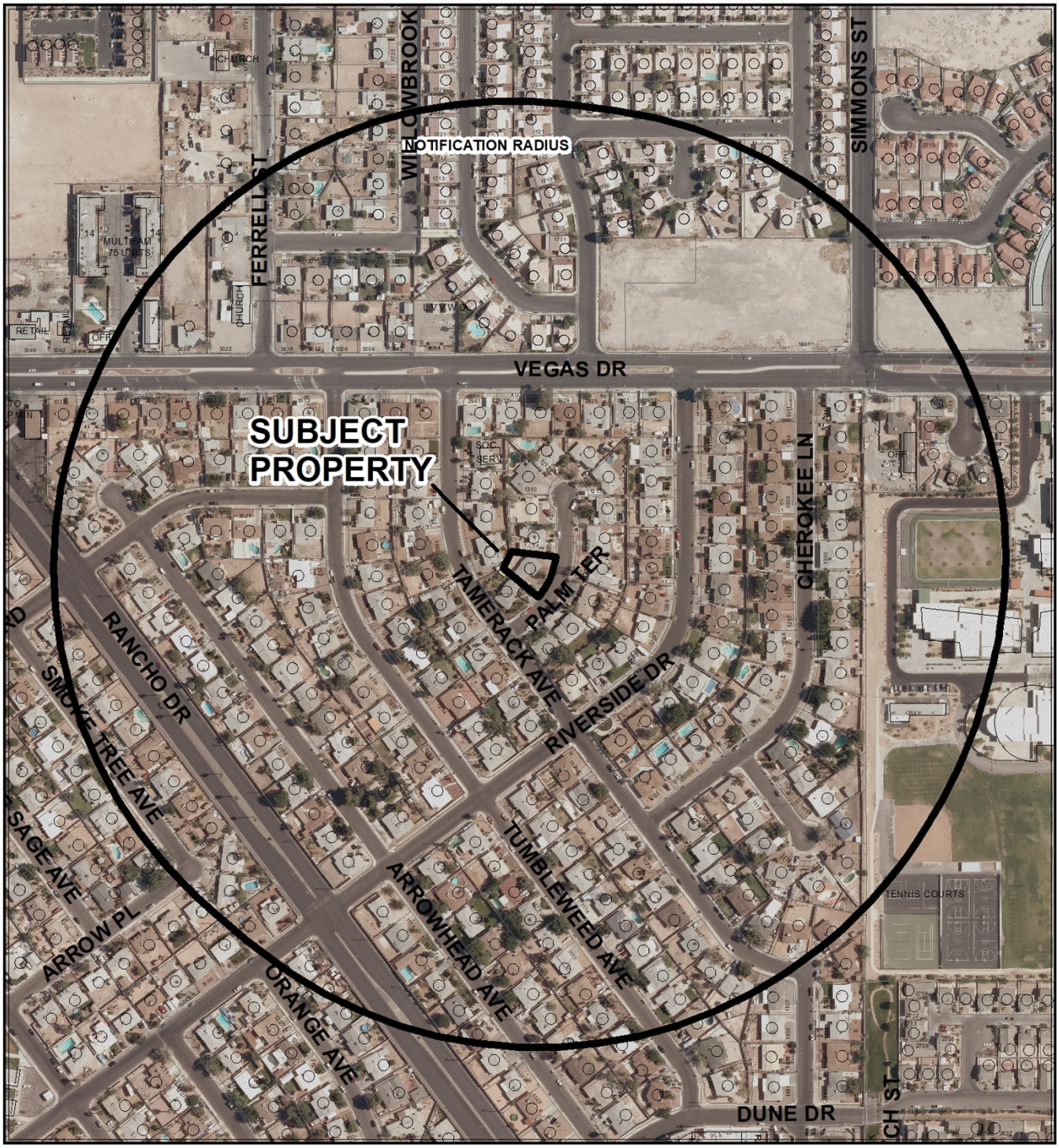
0 255 510 Feet

CASE: **20-0149-VAR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N



0 255 510 Feet

CASE: 20-0149-VAR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-1 (SINGLE FAMILY RESIDENTIAL)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: LAWRENCE C & CHERYL BATES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0149-VAR1	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 15

NOTICES MAILED 337 (By City Clerk)

PROTESTS 1

APPROVALS 0

NE

**** CONDITIONS ****

20-0149-VAR1 CONDITIONS

Planning

1. A Variance is hereby approved to allow a zero-foot side yard setback where five feet is required.

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

This is a request for a Variance to allow a zero-foot side yard setback where five feet is required for a legal, nonconforming single-family residence located at 1204 Palm Ter.

ISSUES

- This Variance request is the result of Code Enforcement case number (CE-20-03620).
- The existing legal, nonconforming single-family residence was built in 1955 and does not meet current Title 19 requirements for setbacks.
- The residential lot is irregular in shape.

ANALYSIS

The subject site is an R-1 (Single Family Residential) zoned lot that is an irregular shape, similar to a “pie” shape. The residence was built in 1955, prior to the current residential building setback requirements set forth by Title 19.06. Currently, the existing residential home does not meet the current side yard setback standard of five feet adjacent to the northern property line, and is a legal, nonconforming structure.

Adjacent to the northern property line is a three-foot wide parcel (139-29-112-153) that functions as a utility easement. Staff was unable to establish the chronological history of this parcel, but suspects the creation of this parcel resulted in the nonconformity of the subject site.

On January 22, 2020 a building permit (#R20-01050) was issued for a gas tag and test at 1204 Palm Ter. When the building inspector went to inspect the site on June 29, 2020, the inspector noted the structure the gas tag was for was not permitted and may be located within the required building setback area and failed the inspection. As a result, the applicant is now requesting a Variance in order to obtain proper building permits and maintain the room addition.

As stated by the applicant in the justification letter, the room addition was built to house the washer, dryer and hot water heater and was constructed to match the existing residence, including the setbacks. This existing northern edge of the home is situated approximately 13-inches from the wall. The room addition was constructed to match this side configuration of the existing residence resulting in a side setback that ranges from 13-inches to four feet due to the irregular "pie" shape of the lot. The zero-foot side yard setback request results from an eave that is closer than 13-inches.

Title 19.14 addresses additions to Nonconforming Buildings, "the Director may approve additions to nonconforming buildings when the nonconformance is a result of inadequate setbacks and provided that the addition conforms to all other provisions of this Title. The addition shall not encroach beyond the encroachment of the existing building, must be located in either a side or rear yard, and must not encroach more than 50 percent. In addition, the total of all such additions or enlargements shall not exceed more than 50 percent of the size of the original footprint of the structure." In this instance, the addition is located within the side yard and does not encroach more than 50 percent, but it does encroach by inches beyond the primary residence encroachment, thus disqualifying it for administrative approval.

Due to the applicant not seeking a building permit prior to construction that would have allowed for the adjustments to be made to the setbacks, thus resulting to conformance to 19.14 for legal, nonconforming structures, staff finds the request to be a self-imposed hardship and recommends denial of the application.

FINDINGS (20-0149-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by constructing an addition to the existing single family residence without proper building permits. Obtaining the proper building permits prior to construction would allow conformance to the Title 19 requirements for setbacks. 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.	
06/22/20	The Department of Planning Code Enforcement Division received a complaint (CE-20-03620) for a non-permitted addition to the existing single family residential home at 1204 Palm Ter. The case is active as of 10/15/20.
11/10/20	The Planning Commission unanimously voted to recommend DENIAL on a Land Use Entitlement project (20-0149-VAR1) request for a Variance TO ALLOW A ZERO-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ROOM ADDITION TO A LEGAL, NONCONFORMING BUILDING [SINGLE FAMILY RESIDENCE] on 0.16 acres at 1204 Palm Ter (APN 139-29-112-152), R-1 (Single Family Residential) Zone, Ward 5 (Crear).

Most Recent Change of Ownership	
12/2018	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1955	Construction Year.
01/22/20	A building permit (#R20-01050) was issued for a gas tag and test at 1204 Palm Ter. The permit remains in inspection status pending this Variance request.

Pre-Application Meeting	
08/17/20	Staff conducted a pre-application meeting via email due to the pandemic to discuss the submittal requirements for a Variance.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
10/17/20	During a routine field check, staff was able to observe the addition from the street. Due to the irregular "pie" shape of the residential lot and the existing lot fit of the main residence, one edge of the addition is less than one-foot from the side wall. Otherwise, the addition was aesthetically compatible with the main residence.

Details of Application Request	
Site Area	
Net Acres	0.16

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			
South			
East			
West			

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 70 Feet	Y

NE

Other Plans or Special Requirements	*Compliance*
West Las Vegas 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

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Palm Ter	Local Street	Title 13	51	Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Case #	
Meeting Date	
Total Fee	
Received By	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) _____

Project Address (Location) 1204 Palm Terrace

Project Name Palm Ter Variance **Proposed Use** Laundry Room

Assessor's Parcel #(s) _____ **Ward #** _____

General Plan: Existing X Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner Cheryl Bates Contact 7023286566

Address 1205 Palm Terrace City Las Vegas State NV Zip 89106

E-mail hmsbovrile@gmail.com Phone _____

Applicant Cheryl Bates Contact 7023286566

Address 1205 Palm Terrace City LV State NV Zip 89106

E-mail _____ Phone _____

Representative As Above 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(s) 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 subject 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 Cheryl Bates

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Cheryl Bates

Subscribed and sworn before me

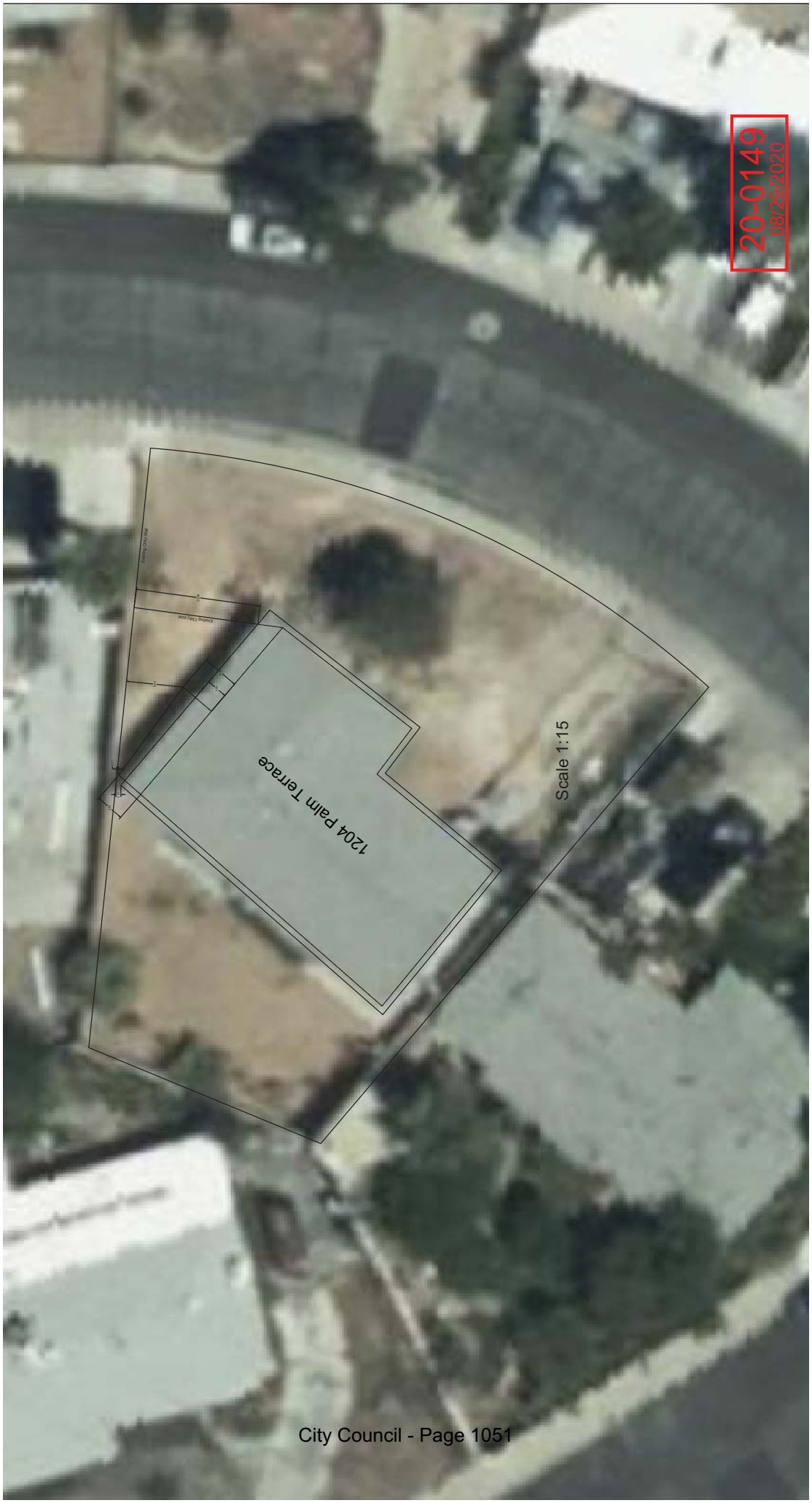
This 29 day of August, 20 20

Jasmine Ray

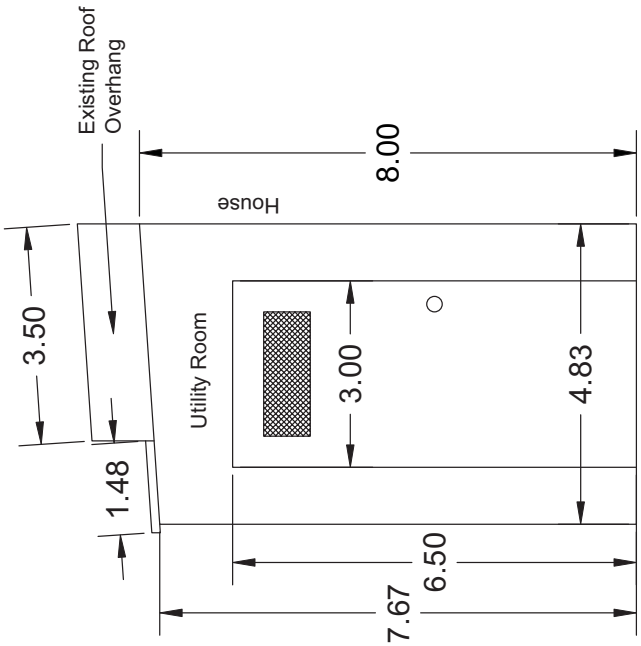
Notary Public in and for said County and State

JASMINE RAY
Notary Public - State of Nevada
County of Clark
APPT. NO. 18-4548-1
My App. Expires Oct. 24, 2022

20-0149
08/29/2020

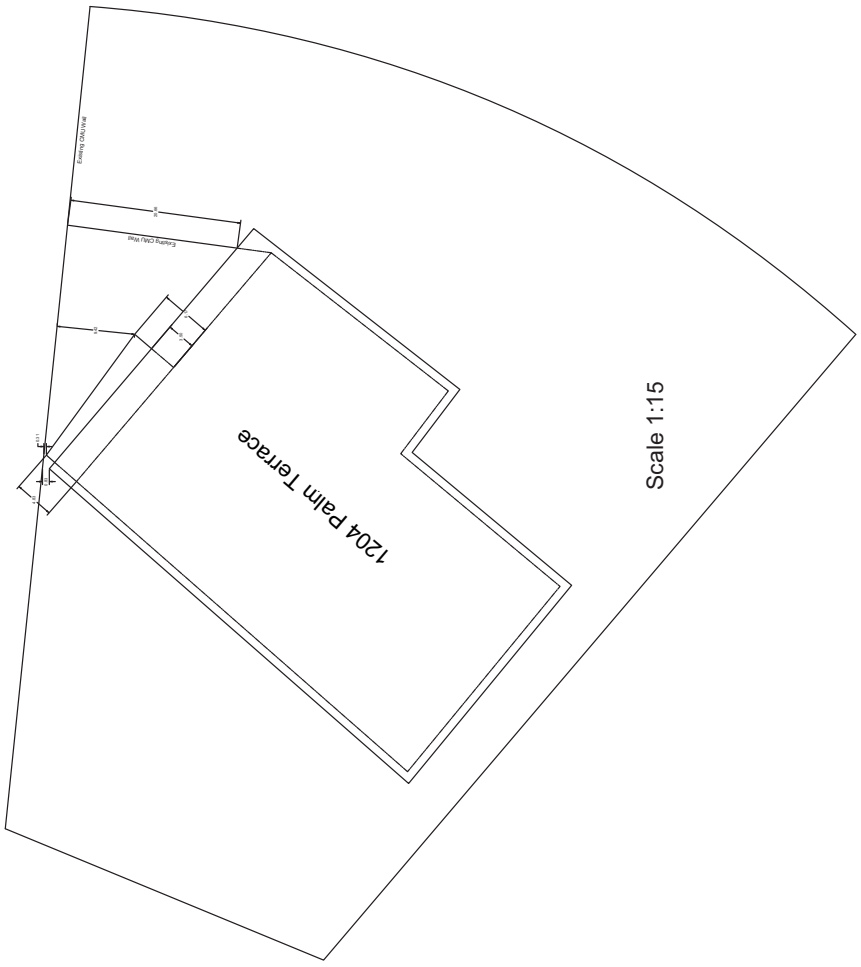

20-0149
08/29/2020
1204 Palm Terrace
Scale 1:15

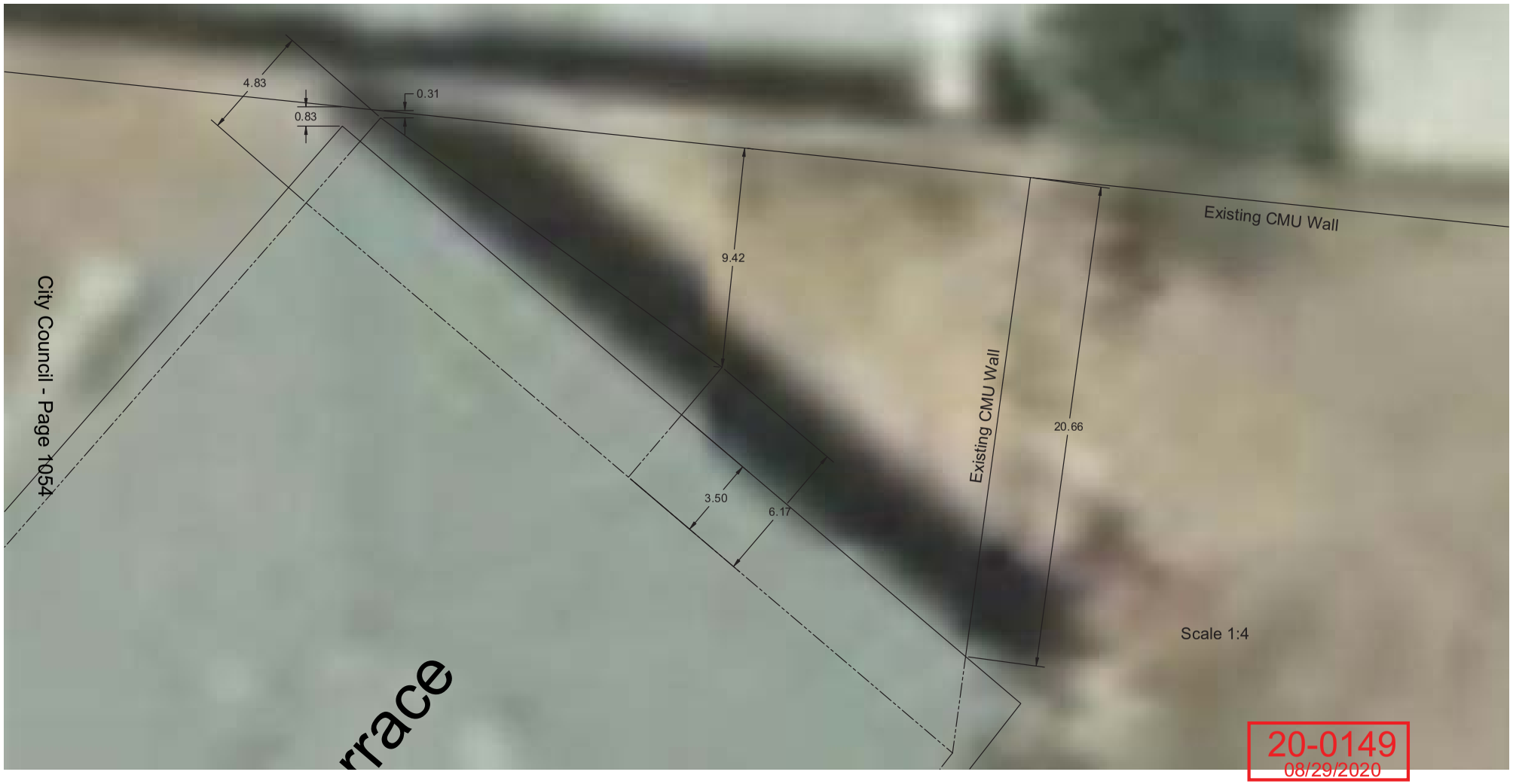
20-0149
08/29/2020



North Elevation Scale 1:2

20-0149
08/29/2020




4.83
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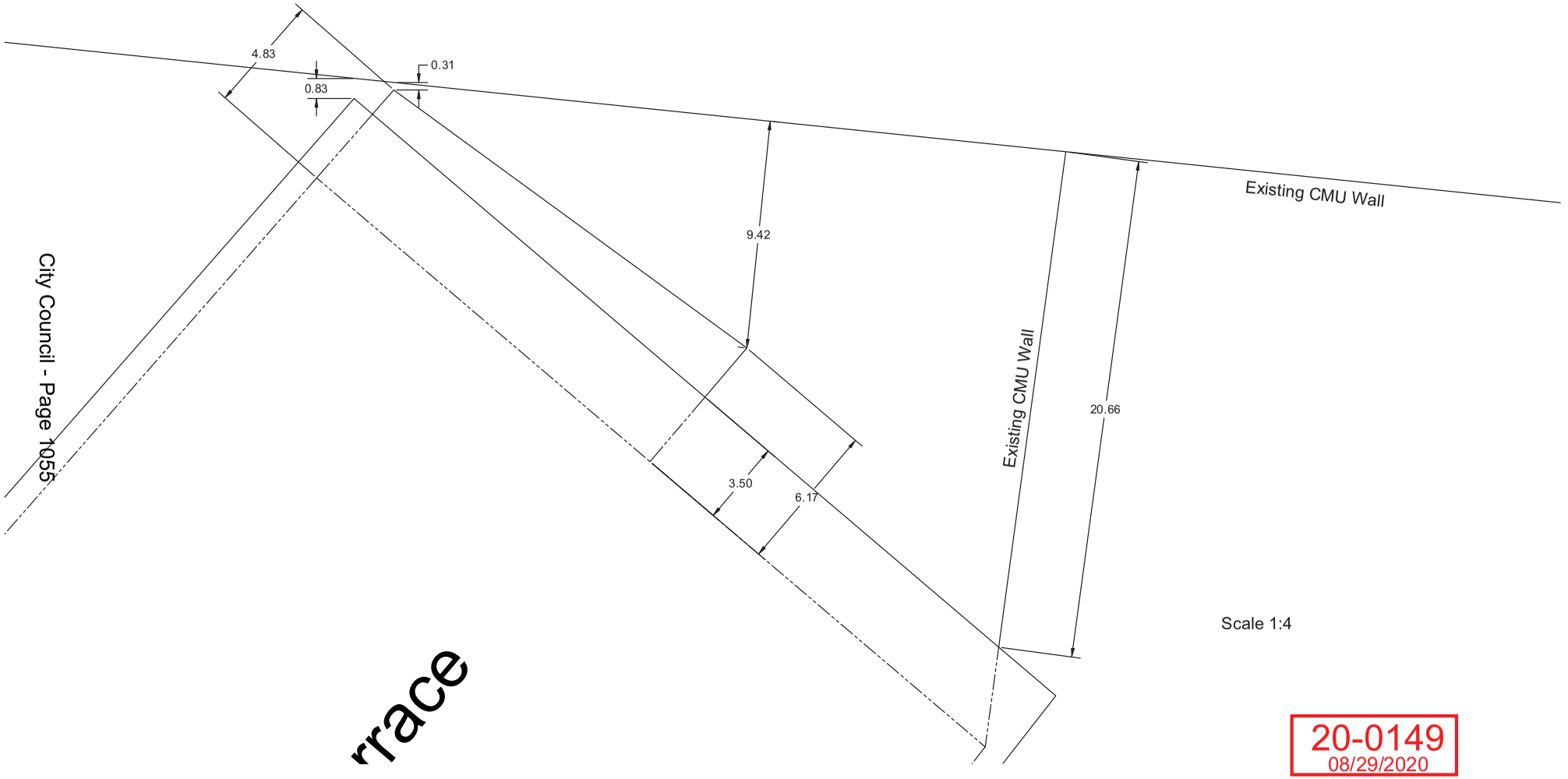
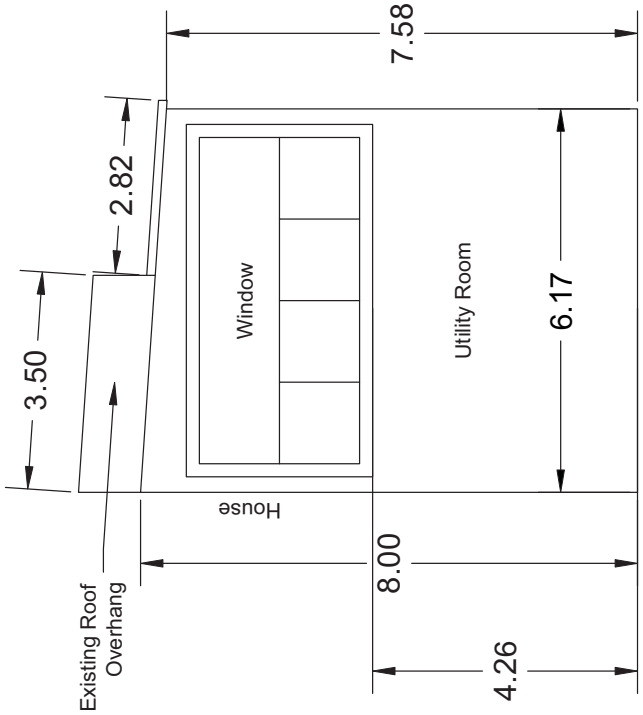
9.42
Existing CMU Wall
Existing CMU Wall
20.66
3.50
6.17
City Council - Page 1054
Scale 1:4
20-0149
08/29/2020



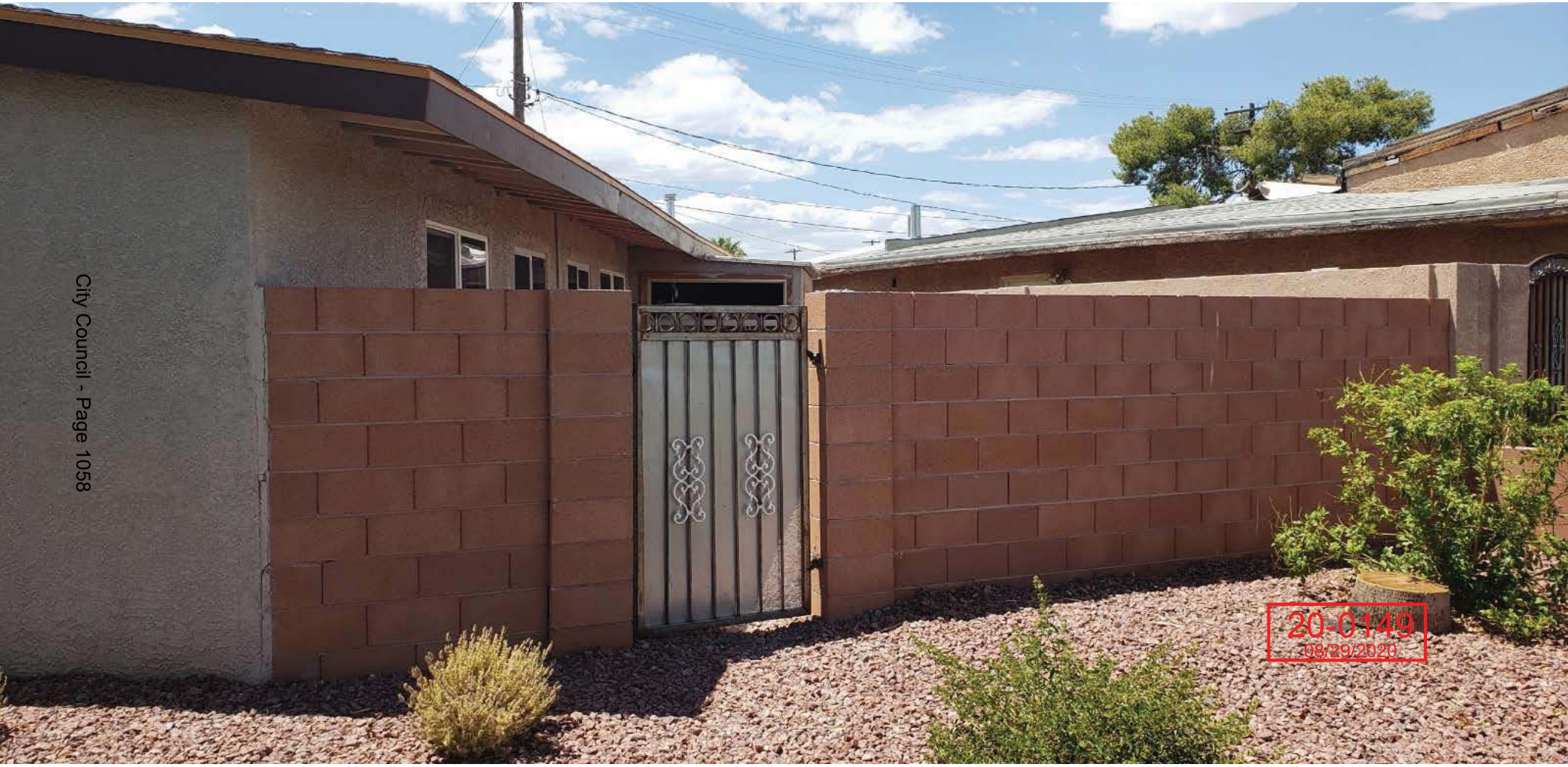
20-0149
08/29/2020

20-0149
08/29/2020

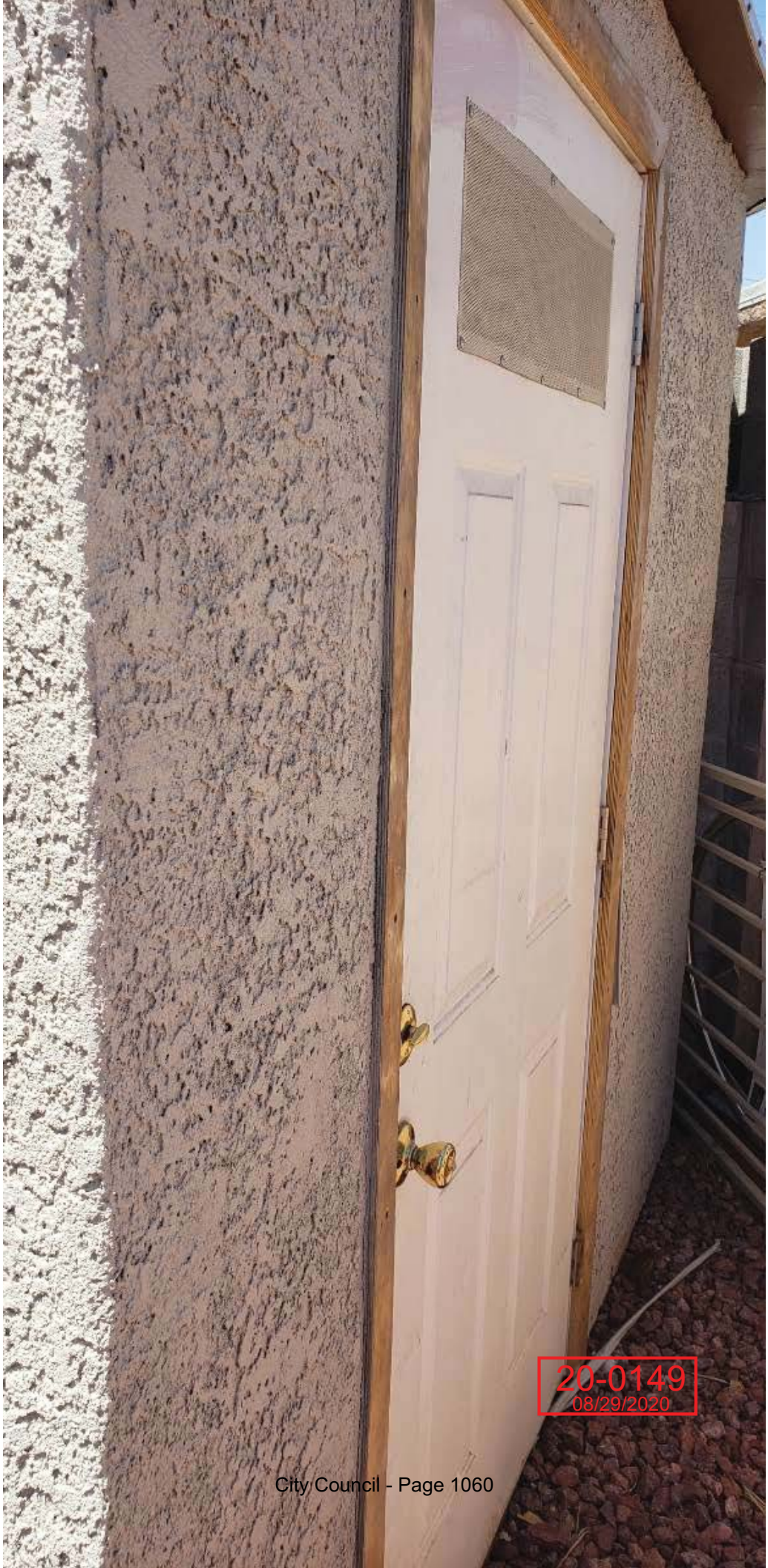


South Elevation Scale 1:2


20-0149
08/29/2020


20-0149
08/29/2020


20-0149
08/29/2020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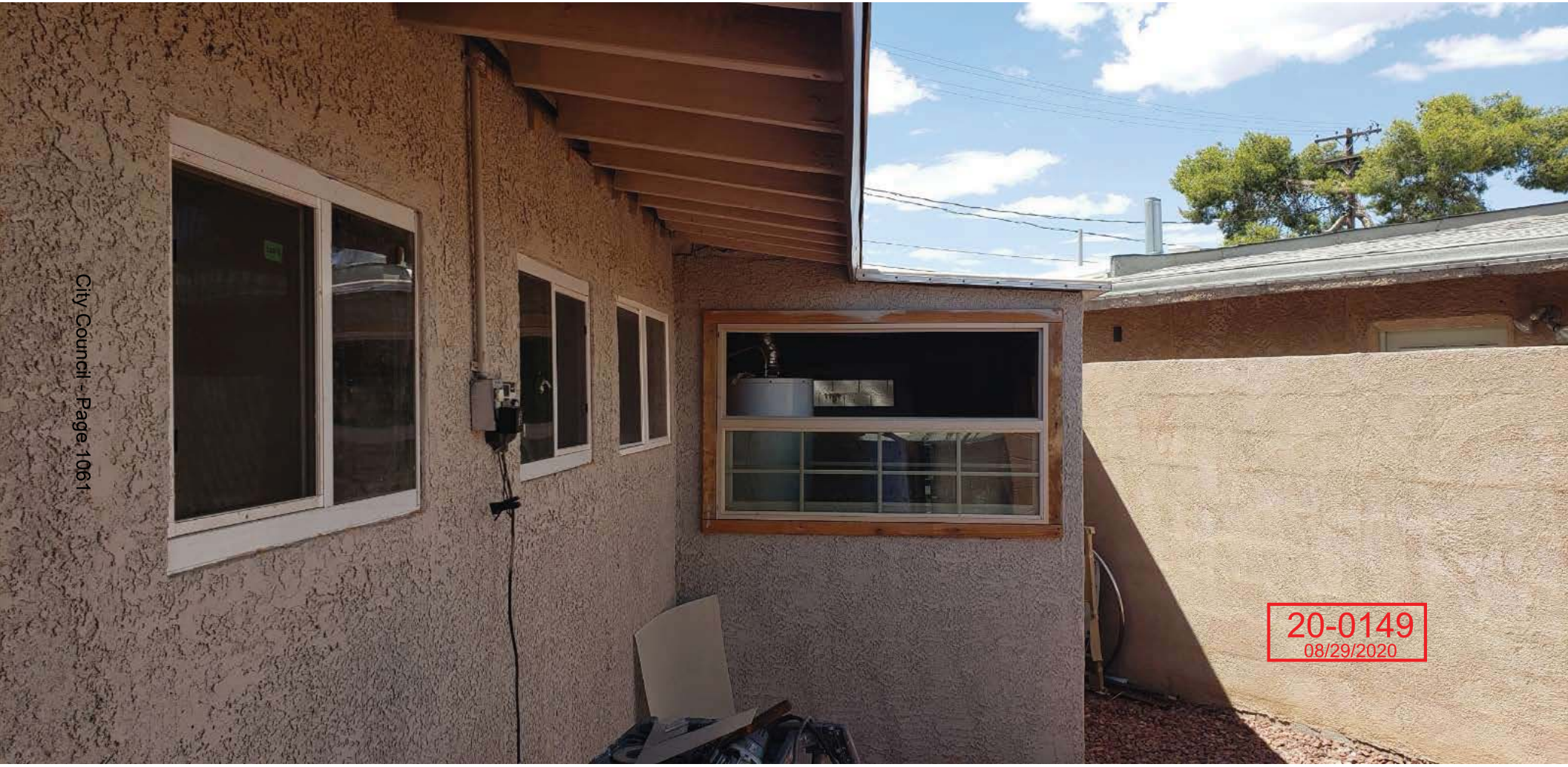
08/29/2020


20-0149
08/29/2020



20-0149-VAR1 - APPLICANT/OWNER: LAWRENCE C & CHERYL BATES
1204 PALM TER

10/17/2020



20-0149-VAR1 - APPLICANT/OWNER: LAWRENCE C & CHERYL BATES
1204 PALM TER

10/17/2020

August 7, 2020

Cheryl Bates

Re: 1204 Terrace

Las Vegas, NV 89106

RE PRE-APPLICATION CONFERENCE 100095-PRE- LAUNDRY ROOM

JUSTIFICATION LETTER

I CHERYL BATES AM WRITING TO RESPECTFULLY REQUEST A VARIANCE CONSIDERATION CONCERNING A SMALL ATTACHMENT BUILT APPROXIMATELY 12 MOS AGO BY MY SUDDEN AND RECENT DECEASED HUSBAND LAWRENCE BATES. HE BUILT TO HOUSEA WASHER, DRYER, HOT WATER HEATER AT THE HOUSE WE PURCHASED 1204 PALM TERRACE.

THIS SMALL ATTACHMENT THAT WAS BUILT AND COMPLETED SITS ON A CONCRETE PAD AND IS AESTHETICALLY PLEASING AND HAS BEEN STUCCOED TO MATCH THE HOME. THIS ATTACHEMENT HAS BEEN BUILT WELL.

I AM APPLYING FOR A VARIANCE TO BE ABLE TO KEEP THIS ADDITION.

WHEN SPEAKING TO THE PLANNING PERSON HE SAID GO ON GOOGLE MAP AND WRITE THE MEASUREMENTS. THE GOOGLE MAP FOR THIS HOUSE IS PRECEDING OUR PURCHASE AND VERY OLD.

THEREFORE I HAVE TO SEND PICTURES AND SKETCHES. PLEASE KEEP IN MIND THAT THIS HOUSE WAS BUILT IN 1952 AND CODES WERE DIFFERENT. THE EXISTING ROOF TO THE WALL (PROPERTY LINE) OF 1206 PALM TERRRACE IS ONLY A DISTANCE OF 13 INCHES, THE EXISTING HOUSE OF 1204 ENDS AND THE DISTANCE TO 1206 WALL IS 5FT 1INCH. I HAVE BEEN TOLD THESE EXISTING MEASUREMENTS ARE NOT WITHIN OUR PRESENT DAY REGULATION CODES. PLEASE CONSIDER THESE IRREGULARITIES WITH THIS SUBMISSION. FORGIVE MY RUDEMENTARY DRAWINGS WITH MEASUREMENTS AS OBVIOUSLY I AM NOT AN ARCHITECT.

I AM ASKING FOR YOU TO CONSIDER ALL OF THESE PAST/ORINGINAL IRREGULARITIES WITH THE SUBMISSION OF THIS JUSTIFICATION LETTER.

THANK YOU VERY MUCH FOR YOUR TIME WITH THIS MATTER.

SINCERELY

CHERYL BATES

1205 PALM TERRACE

LAS VEGAS, NEVADA

702 328 6566

20-0149
08/29/2020

Various for 1204 Palm Terrace. Please check if you don't object

Address (Palm Terrace)	Please Print Name	Signature	Object Y/N
1200	Benito Baez	[signature]	NO
1201	Penelope Childers		no
1202	NO 1202		
1203	JORSE PINEDA	[signature]	NO
1204	Cheryl BATES	[signature]	NO OBJECTION
1205	MRS C Bates	[signature]	No objection
1206	Cheryl Ritter	[signature]	Absolutely love it No objection
1207	BARBARA Gurley	Barbara Gurley	NO OBJECTIVE
1208	Mark Nelson	[signature]	Yes No Objection
1209	Hythenial Hardison	Hythenial Hardison	don't object
1210	Flor Torres	[signature]	Not at all!
1211	AQUILINO ROMULO	[signature]	not at object

Submitted at City Council
Date 12/14/20 Item 82
By: Cheryl Bates

1212 UNOCCUPIED FOR SALE

1213 PASS DOES NOT WANT to get INVOLVED

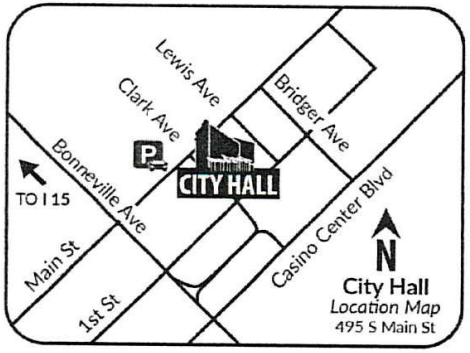
1215 THOMAS MENDOZA No object →

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 16 2020
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) 464-7498 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0149-VAR1

Planning Commission Meeting of **11/10/2020**

20-0149-VAR1
13929214021
PARRA JOSE
1104 TUMBLEWEED AVE
LAS VEGAS NV 89106-1424

-. 9400920294307350 VNO

83 HRDFNP1 89106

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
83

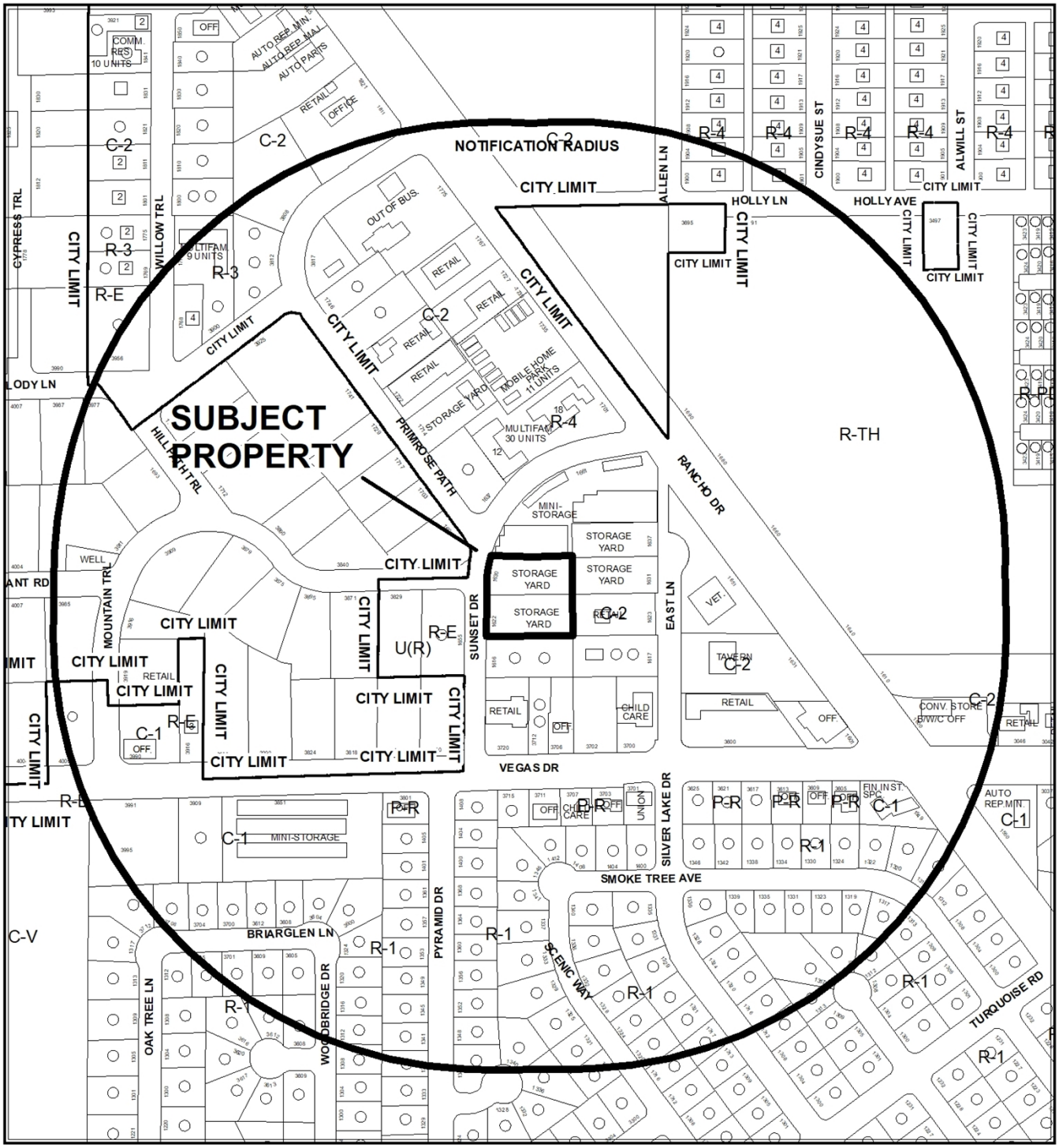
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0172 - PUBLIC HEARING - APPLICANT/OWNER: MISTTEEROSE HOLDINGS, LLC - For possible action on the following Land Use Entitlement project requests on 0.84 acres at 1622 and 1630 Sunset Drive (APNs 139-19-812-012 and 013), M (Industrial) Zone, Ward 5 (Crear). Staff recommends DENIAL on the Land Use Entitlement project. The Planning Commission (6-0 vote) recommends APPROVAL on the Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	2	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL on the Land Use Entitlement project.
The Planning Commission (6-0 vote) recommends APPROVAL on the Land Use Entitlement project.

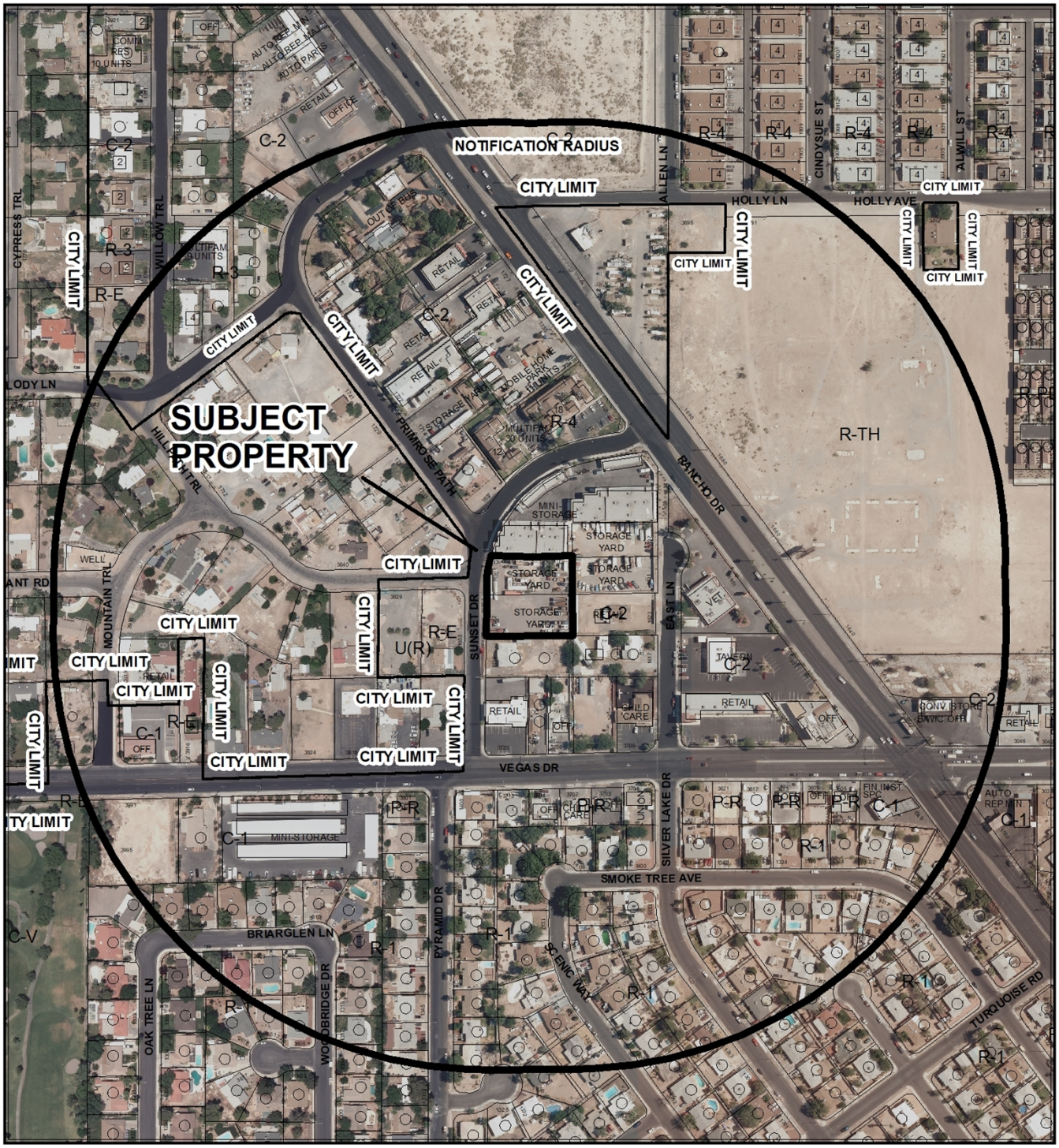
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda - Protest Postcard
7. Backup Submitted for the November 10, 2020 Planning Commission Meeting



CASE: 20-0172

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



CASE: **20-0172**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MISTTEEROSE HOLDINGS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0172-VAR1	Staff recommends DENIAL, if approved subject to conditions:	
20-0172-SDR1	Staff recommends DENIAL, if approved subject to conditions:	20-0172-VAR1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 205 (By City Clerk)

PROTESTS 2

APPROVALS 0

JB

** CONDITIONS **

20-0172-VAR1 CONDITIONS

Planning

1. Approval of Site Development Plan Review (20-0172-SDR1) 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.

20-0172-SDR1 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Variance (VAR-76577) and Site Development Plan Review (SDR-76578) shall be required if approved, except where amended herein.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan date stamped 09/14/20, except as amended by conditions herein.

4. A Waiver from Title 19.08.100 is hereby approved, to allow a five-foot landscape buffer where 15 feet is required adjacent to the right-of-way and to allow a zero-foot landscape buffer where eight feet is required along the interior lot lines.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

8. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a Major Amendment request to an approved Site Development Plan Review (SDR-76578) to allow no perimeter landscaping and a Variance request to allow chain link fencing where prohibited at 1616 Sunset Drive.

ISSUES

- A Waiver is requested to allow a five-foot landscape buffer where a 15-foot landscape buffer is required adjacent to the right-of-way and a zero-foot landscape buffer where eight-foot buffers are required for interior lot lines. Staff does not support the request.
- An Exception is requested to allow zero perimeter trees where 26 would typically be required within the required landscape buffers. Staff does not support the request.
- An Exception is requested to allow zero perimeter shrubs where 104 would typically be required within the required landscape buffers. Staff does not support the request.
- A Variance (20-0172-VAR1) is requested to allow chain link fencing material as screening where solid block wall is required. Staff does not support the request.

ANALYSIS

The subject site is zoned M (Industrial) and is subject to Title 19 development standards. Per Title 19, after a Site Development Plan has been approved, any request to amend the approved plan shall be submitted to the Department of Planning. Upon receipt of an amendment request, the Director shall determine if the amendment is to be processed under the Minor Review process set forth in Subsection (F) or under the Major Review process. Due to the associated Waiver, Exception and Variance requests, the Department has determined the requested amendment qualifies as a Major Amendment.

On September 18, 2019 the City Council approved Site Development Plan Review (SDR-76578) for a Heavy Machinery and Equipment Storage Development and Variance (VAR-76577) to allow an eight-foot tall wall in the front yard at the subject site. The applicant now requests to amend the previous Site Development Plan Review (SDR-76578) approval to allow a five-foot landscape buffer where a 15-foot landscape buffer is required adjacent to the right-of-way and a zero-foot landscape buffer where eight-foot buffers are required for interior lot lines and chain link fencing. Per the submitted justification letter, the proposal of no landscaping and chain link fencing is similar to existing development in the area.

Per Title 19.08.040, outdoor storage areas shall be screened from public view from all rights-of-way, pedestrian areas, and parking lots. Screening includes, without limitation, solid walls and landscaping of a density sufficient to screen the use. The applicant has requested Variance (20-0172-VAR1) to allow chain link fencing material as screening. Staff does not find the request to be an adequate mechanism for screening of outdoor storage of heavy machinery, therefore recommends denial of both entitlement requests.

FINDINGS (20-0172-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by proposing to utilize chain link fencing material as screening for outdoor storage areas. Alternatively, the applicant could utilize block wall or landscaping of a density sufficient to screen the use. 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 (20-0172-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The request to remove all of the approved landscaping materials and CMU block screening wall from the approved Heavy Machinery and Equipment (Storage) use is not compatible with adjacent development, particularly with the adjoining single family homes with a R (Rural Density Residential) general plan land use designation and R-E (Residence Estates) zoning district to the west.

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 Development Standards, as it requires Waiver and Exceptions to allow no landscaping and a Variance to allow chain link fencing where prohibited.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   The site is accessed by Sunset Drive, a 50-foot wide Local Street as designated by Title 13. Circulation around the site is acceptable.

4. **Building and landscape materials are appropriate for the area and for the City;**

   Waivers and Exceptions are requested to allow no landscaping and a Variance is requested to allow chain link fencing where prohibited. These request will not provide adequate screening of the subject property.

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;**

   No buildings are proposed as part of the Heavy Machinery and Equipment (Storage) uses.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

If approved, development of the site will be subject to inspections, thereby protecting the health, safety and general welfare of the public.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/31/18	A Code Enforcement case (#185849) was initiated for vehicles (cars and trucks) parked on site, broken windows, and the possible operation of a landscape business at 1630 Sunset Drive. The case is yet to be resolved.
	A Code Enforcement case (#185850) was initiated for vehicles (cars and trucks) parked on site, broken windows, and the possible operation of a landscape business at 1622 Sunset Drive. The case is yet to be resolved.
	A Code Enforcement case (#185851) was initiated for vehicles (cars and trucks) parked on site, broken windows, and the possible operation of a landscape business at 1616 Sunset Drive. The case is yet to be resolved.
09/18/19	The City Council approved a request for a General Plan Amendment (GPA-76573) from GC (General Commercial) to LI/R (Light Industry/Research) on 1.28 acres at 1616, 1622 and 1630 Sunset Drive. Staff recommended denial of the request.
	The City Council approved a request for a Rezoning (ZON-76574) from C-2 (General Commercial) to M (Industrial) on 1.28 acres at 1616, 1622 and 1630 Sunset Drive. Staff recommended denial of the request.
	The City Council approved a request for a Variance (VAR-76577) to allow an eight-foot front yard wall where five feet is the maximum allowed at 1622 and 1630 Sunset Drive. Staff recommended denial of the request.
	The City Council approved a request for a Site Development Plan Review (SDR-76578) for a Heavy Machinery and Equipment Storage development on 0.84 acres at 1622 and 1630 Sunset Drive. Staff recommended denial of the request.
11/10/20	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project requests on 0.84 acres at 1622 and 1630 Sunset Drive (APNs 139-19-812-012 and 013), M (Industrial) Zone, Ward 5 (Crear). • **20-0172-VAR1** - TO ALLOW CHAIN LINK FENCING AS SCREENING FOR OUTDOOR STORAGE WHERE A SOLID SCREEN WALL IS REQUIRED. • **20-0172-SDR1** - For a Major Amendment to an approved Site Development Plan Review (SDR-76578) TO ALLOW MODIFICATIONS FOR A HEAVY MACHINERY AND EQUIPMENT STORAGE DEVELOPMENT WITH WAIVERS TO ALLOW NO PERIMETER LANDSCAPING AND CHAIN-LINK FENCING WHERE SUCH IS PROHIBITED.

JB

Most Recent Change of Ownership	
02/15/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
c.1954	First record of construction on 1616 Sunset Drive.
06/24/05	A building permit (#C-45645) was issued for demolition at 1630 Sunset Drive. The permit was abandoned.

Pre-Application Meeting	
08/27/20	A pre-application meeting was conducted with the applicants to discuss the submittal requirements for a major amendment to a previously approved Site Development Plan Review (SDR-76578).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/24/20	During a routine site inspection staff observed a number of vehicles, shipping containers and materials were observed behind chain link fencing across the subject site.

Details of Application Request	
Site Area	
Net Acres	0.84

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Heavy Machinery and Equipment Storage	LI/R (Light Industry/Research)	M (Industrial)
North	Mini-Storage	GC (General Commercial)	C-2 (General Commercial)
South	Heavy Machinery and Equipment Storage	LI/R (Light Industry/Research)	M (Industrial)
East	General Retail	GC (General Commercial)	C-2 (General Commercial)
	Storage Yard		
West	Single Family, Detached	R (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***
A-O (Airport Overlay) District - (70 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to approved Variance (VAR-76577) and Site Development Plan Review (SDR-76578) the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	5 Trees	0 Trees	N*
• South	1 Tree / 20 Linear Feet	7 Trees	0 Trees	N*
• East	1 Tree / 20 Linear Feet	7 Trees	0 Trees	N*
• West	1 Tree / 20 Linear Feet	7 Trees	0 Trees	N*
TOTAL PERIMETER TREES		**26 Trees**	**0 Trees**	**N***
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		0 Feet	N*
• South	8 Feet		0 Feet	N*
• East	8 Feet		0 Feet	N*
• West	15 Feet		0 Feet	N*
Wall Height				
• North	8 Feet		8 Feet	Y
• South	8 Feet		8 Feet	Y
• East	8 Feet		8 Feet	Y
• West	8 Feet		8 Feet	Y

*The applicant has requested Waivers and Exceptions in order to provide no landscaping.

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Sunset Drive	Local Street	Title 13	50	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A 15-foot landscape buffer is required adjacent to the right-of-way.	To allow a five-foot landscape buffer where 15 feet is required adjacent to the right-of-way and to allow a zero-foot landscape buffer where eight feet is required along the interior lot lines.	Denial
An eight-foot landscape buffer is required adjacent to the interior lot lines.		

* A condition has been added to allow a five-foot landscape buffer where 15 feet is required adjacent to the right-of-way and to allow a zero-foot landscape buffer where eight feet is required along the interior lot lines.

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) VAR/SDR

Project Address (Location) 1630 Sunset Drive

Project Name Sunset Drive **Proposed Use** Storage Yard

Assessor's Parcel #(s) 139-19-812-013 **Ward #** 5

General Plan: Existing GC Proposed LI/B **Zoning:** Existing C2 Proposed M

Additional Information

Property Owner Mistterose Holdings Contact Dennis Mescery
Address 601 E. Charleston Ste 101 City LV State NV Zip 89104
E-mail Phone

Applicant Contact
Address SAME City State Zip
E-mail Phone

Representative LVAccess & Associates Contact Ricki Barlow
Address 3172 N. Rainbow Blvd #202 City LV State NV Zip 8908
E-mail Ricki.Barlow@LVAccess.com Phone 702-461-3121

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 William Ross

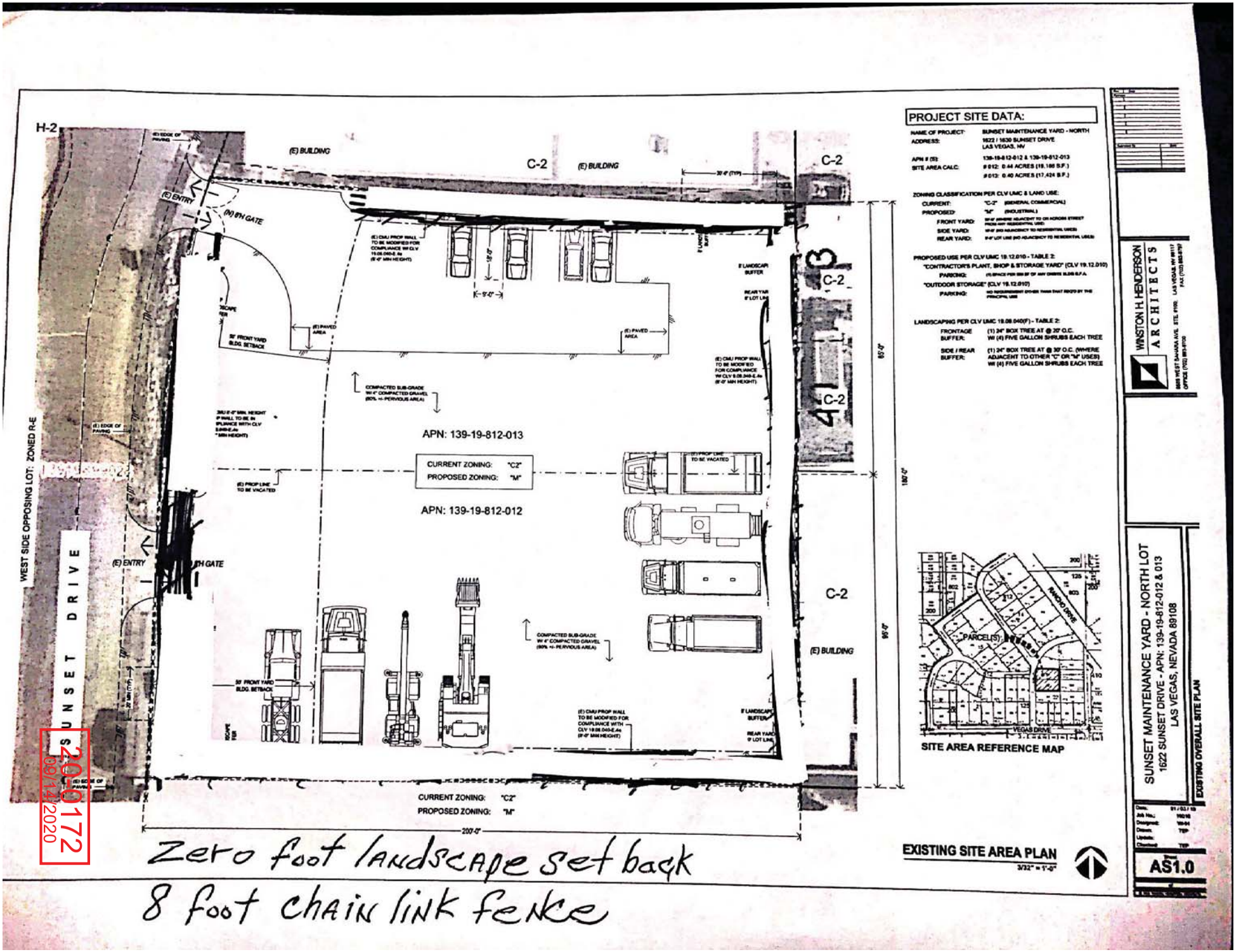
Subscribed and sworn before me
This 18 day of August, 2020

Rana Rentz
Notary Public in and for said County and State

RANA RENTZ
Notary Public, State of Nevada
No. 19-1072-14
My Appt. Exp. Sept. 20, 2023

20-0172
09/14/2020

Scanned with CamScanner



Zero foot landscape set back

8 foot chain link fence

20-0172
09/14/2020

Scanned with CamScanner



20-0172-VAR1 AND 20-0172-SDR1 - APPLICANT/OWNER: MISTTEEROSE HOLDINGS, LLC
1622 AND 1630 SUNSET DRIVE

09/25/2020



20-0172-VAR1 AND 20-0172-SDR1 - APPLICANT/OWNER: MISTTEEROSE HOLDINGS, LLC
1622 AND 1630 SUNSET DRIVE

09/25/2020

LV ACCESS LLC.

3172 N. Rainbow Blvd. Suite 202 | 702-461-3121 | RickiBarlow@LVAccess.com

August 19, 2020

To: City of Las Vegas

As the representative of the said Parcel: 139-19-812-012 and 013, I am requesting several conditions be revised as a Major Amendment to the originally approved SDR.

1) Allow for an 8-foot chain link fence where a 6-foot decorative block wall was required.
2) Allow for a zero-foot landscape buffer within the interior of the site, where 10 feet was required.
3) Please Note: sidewalk, curb and gutters will be installed upon approval of the requested modified site plan.

Due to the current economic climate, the applicant's inability to finance all required conditions has posed a significant hardship on his ability to accomplish all conditions required. Therefore, we are looking for reprieve, as we complete all other required conditions as required, and set by council action.

The site is compatible with the existing adjacent land use designations to include zoning designations, all of which will be compatible with the existing adjacent land uses or zoning districts. The reduction of landscape, wall and buffer standards, do not negatively impact adjacent roadways or neighborhood traffic.

We have spoken with all adjacent neighbors to the north, south, east and west property lines and none have opposed the adjustments this application is seeking.

Should you require any further information, please contact me accordingly.

Sincerely,

Ricki Y. Barlow, MBA
Managing Member

20-0172
09/14/2020

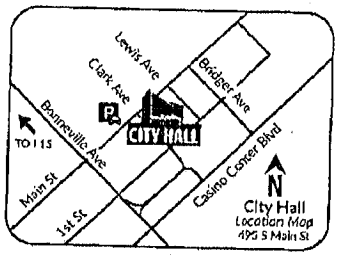
City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK

2020 DEC -8 A 8:09

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0172 and 20-0172-VAR1 and 20-0172-SDR1
City Council Meeting of **12/16/2020**

20-0172
13919812043
ARROYO LAURA M HITCHCOCK FAMILY TRUST
ARROYO LAURA M HITCHCOCK TRS
3879 MOUNTAIN TRL
LAS VEGAS NV 89108-1914

99 JRDFNP1 89106

Submitted after final agenda
Items 83a-83b

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

Form Name:	Planning Application Comments 2020
Submission Time:	November 3, 2020 10:23 am
Browser:	Chrome 86.0.4240.111 / Windows
IP Address:	98.181.165.109
Unique ID:	692225910
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, November 10, 2020
Project Number	20-0172-
Position	I support the project but OPPOSE a related application.
Planning Application Number(s)	20-0172-VARI. 20-0172-SDR1
Name	Suzanne Tillmond
Residential or Business Address	1345 Scenic Way Las Vegas, NV 89108
Phone	(702) 734-3884
Email	lipstillmond@yahoo.com
Comments	A solid fence is desired. It is a lovely area with a rural feel right in the middle of city life. The rural area was there first and the city grew around it. The neighborhood should have the ability to maintain the intent of the area since they were there first. I walk and ride a bike in that area and it would lower the value of the area because it would be unattractive. The business is OK to have there but they should be required to make it attractive.

Submitted at Planning Commission

Date 11/10/20 Item E-comment Items 22-226

Nora Lares

From: noreply@formstack.com
Sent: Tuesday, November 3, 2020 10:24 AM
To: Planning Comments
Subject: Planning Application Comments Form

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

formstack

Formstack Submission For: Planning Application Comments 2020
Submitted at 11/03/20 10:23 AM

Meeting Date:	Tuesday, November 10, 2020
Project Number:	20-0172-
Position:	I support the project but OPPOSE a related application.
Planning Application Number(s):	20-0172-VARI. 20-0172-SDR1
Name:	Suzanne Tillmond
Residential or Business Address:	1345 Scenic Way Las Vegas, NV 89108
Phone:	(702) 734-3884
Email:	lipstillmond@yahoo.com
Comments:	A solid fence is desired. It is a lovely area with a rural feel right in the middle of city life. The rural area was there first and the city grew around it. The neighborhood should have the ability to maintain the intent of the area since they were there first. I walk and ride a bike in that area and it would lower the value of

22 A (a-b) Pg 1 of 2

the area because it would be unattractive. The business is OK to have there but they should be required to make it attractive.

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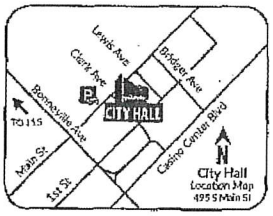
Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

22 (a-b) pg 2 of 2

11/02/2020 04:32PM 7025485129 HOME AC&HEATING PAGE 01/01

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.
20-0172 and 20-0172-VAR1 and 20-0172-SDR1
Planning Commission Meeting of **11/10/2020**

PRSRT
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Las Vegas, NV
Permit No. 1630

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NOV 10 2020
Dept of Planning
City of Las Vegas

20-0172
13919812050
BAILEY WILLIAM F JR & DANI L
3908 VEGAS DR
LAS VEGAS NV 89108-1933

89 HRDFNP1 89106

Submitted after final agenda 22 P (a-b)

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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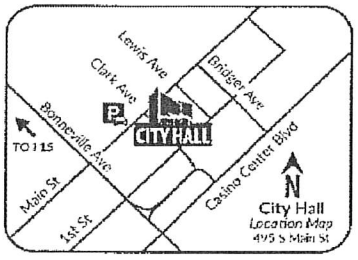
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 10 2020
Dept of Planning
City of Las Vegas

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0172 and 20-0172-VAR1 and 20-0172-SDR1
Planning Commission Meeting of **11/10/2020**

20-0172
13919812043
ARROYO LAURA M HITCHCOCK FAMILY TRUST
ARROYO LAURA M HITCHCOCK TRS
3879 MOUNTAIN TRL
LAS VEGAS NV 89108-1914

89 HRDFMP1 89108

22 P
(a-b)

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
83a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0172-VAR1 - TO ALLOW CHAIN LINK FENCING AS SCREENING FOR OUTDOOR STORAGE WHERE A SOLID SCREEN WALL IS REQUIRED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) 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: December 16, 2020

Agenda Item No.:
83b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0172-SDR1 - Major Amendment to an approved Site Development Plan Review (SDR-76578) TO ALLOW MODIFICATIONS FOR A HEAVY MACHINERY AND EQUIPMENT STORAGE DEVELOPMENT WITH WAIVERS TO ALLOW NO PERIMETER LANDSCAPING AND CHAIN-LINK FENCING WHERE SUCH IS PROHIBITED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) 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: December 16, 2020

Agenda Item No.:
84

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0201-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RAJAT MINI MART AND CIGARETTES - OWNER: NICOLAS P. & LISA D. DI PIETRO - For possible action on an Appeal of the Denial by the Planning Commission on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 2,521 SQUARE-FOOT BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE at 300 South Bruce Street (APN 139-35-413-112), Ward 3 (Diaz). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	6	Planning Commission Mtg.	3
City Council Meeting	6	City Council Meeting	3

RECOMMENDATION:
The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Appeal Documentation
2. Location, Aerial and Special Maps
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Submitted after Final Agenda - Protest/Support Postcards
8. Backup Submitted for the November 10, 2020 Planning Commission Meeting

LAS VEGAS CITY COUNCIL
CAROLYN G. GOODMAN
Mayor
STAVROS S. ANTHONY
Mayor Pro Tem
MICHELE FIORE
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

JORGE CERVANTES
City Manager

OFFICE OF THE
CITY CLERK
LUANN D. HOLMES
CITY CLERK

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

cityoflasvegas
lasvegasnevada.gov

November 23, 2020

Baldev Krishan Kumra
5970 Clover Canyon Lane
Las Vegas, Nevada 89142

RE: Planning Commission Appeal Confirmation
20-0201-SUP1

Dear Mr. Kumra:

The City of Las Vegas has received your request for appeal to the Planning Commission decision on November 10, 2020. The notification fee of $750 has been collected, and the item is scheduled to be heard at the December 16, 2020 City Council Meeting. You will also receive a postcard confirming this date.

Please contact the City Clerk's office at 702-229-6311 or the Planning Department at 702-229-6301 in the event you have any questions.

Sincerely,

LUANN D. HOLMES, MMC
City Clerk

/jlm

cc: Planning Department

Mr. Nicolas P. Dipietro
1800 Peninsula Place
Costa Mesa, CA 92627

Mr. Rahul Sodhi
4485 S. Buffalo Drive
Las Vegas, Nevada 89147

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
November 23, 2020

TO:	FROM:
DEPARTMENT OF PLANNING	CITY CLERK
SUBJECT:	**COPIES TO:**
APPEAL OR CITY COUNCIL REVIEW INFORMATION ON PLANNING COMMISSION ACTIONS	

This is to certify that the following action relative to the Planning Commission decision on the application of:

FILE NO.: 20-0201-SUP1

APPLICANT: APPLICANT: RAJAT MINI MART AND CIGARETTES - OWNER: NICOLAS P. & LISA D. DI PIETRO

WARD: Ward 3 (Diaz)

Appeal by applicant or any other aggrieved person: (Yes) No

Review requested by City Council: Yes (No)

November 23, 2020
DATE

Jacquie Miller
DEPUTY CITY CLERK

PLANNING AND DEVELOPMENT DEPARTMENT INFORMATION:

Date of Planning Commission Action: November 10, 2020

Last day for filing an appeal by applicant or any other aggrieved person. (Appeal period is 10 days after the date of the PC decision): November 23, 2020

Last day for a review being requested by the City Council. (Review period is 10 days after the date of the PC decision.): November 23, 2020

Set Date: 12/2/2020
CC: 12/16/2020

TO WHOM IT MAY CONCERN

To: The Clerk's Office

From: Baldev Kumra (applicant)

Date: November 19, 2020

Re: Request to appeal Planning Commissions decision on 20-0201-SUP1

RECEIVED
CITY CLERK
2020 NOV 19 P 3:51

Hello,

I am owner of the business located on 300 S. Bruce St, Las Vegas, NV. I have applied for special use permit for this location, and the agenda number is 20-0201-SUP1. The agenda was listed on one motion one vote, and it was in front of Planning Commission on November 10th, 2020. In the meeting the motion was denied, and I want to request an appeal to city council. I will greatly appreciate the opportunity to be heard by city council.

Please feel free to contact me for any additional information.

Thank you,

Baldev Kumra

rahul@kaizennv.com

CITY OF LAS VEGAS
DEPARTMENT OF FINANCE
TRANSACTION REPORT

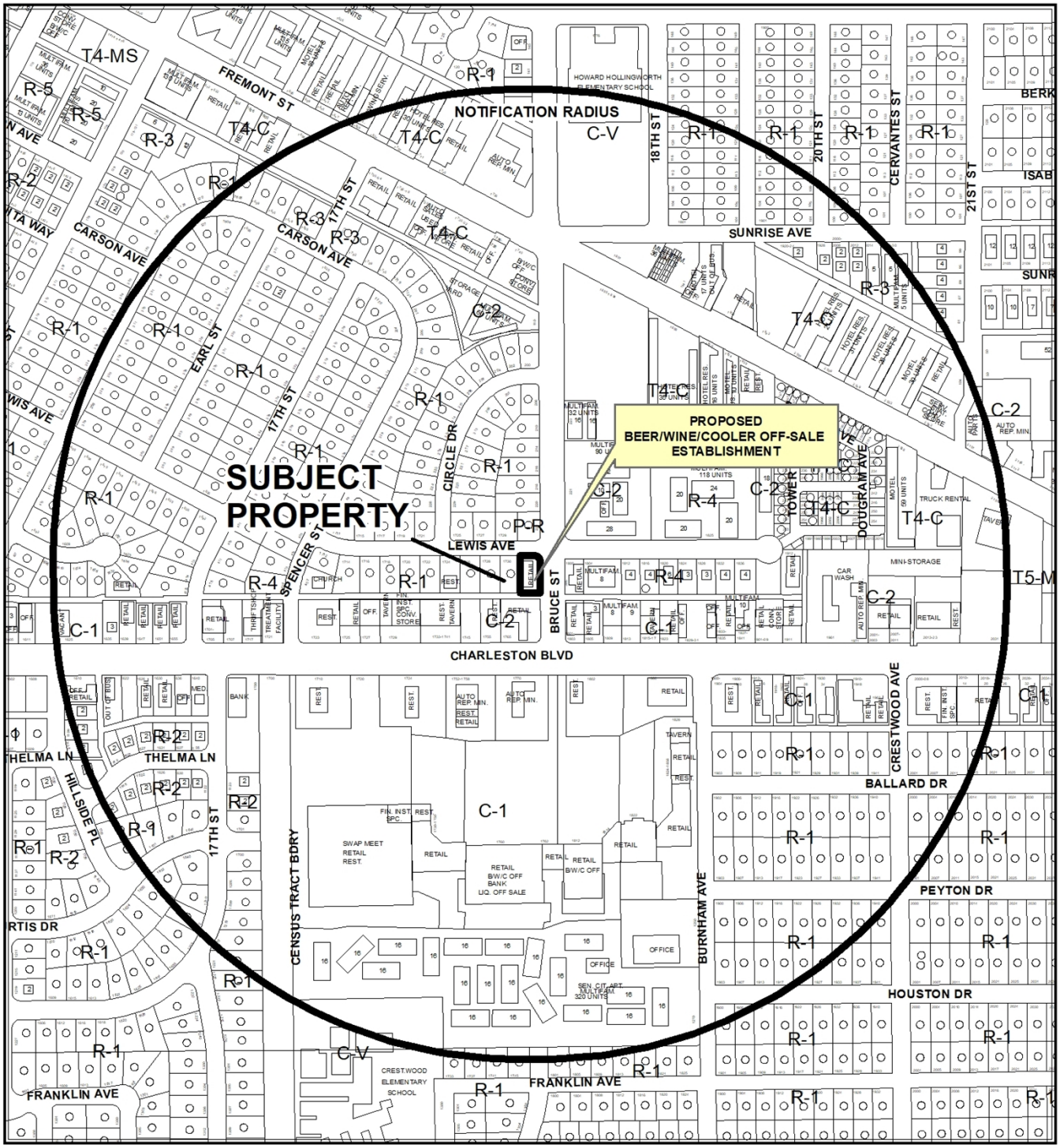
Today's Date: 11/19/2020
Posting Date: 11/19/2020

Drawer: City Clerk
Cashier: MAYS, SARA L.

Tender		Totals
AMEX	$	.00
Cash	$	.00
Check	$	750.00
Discover	$	.00
Visa/MC/ATM	$	.00
Wire Transfer	$	.00
Total:	$	750.00

Deposit Information:

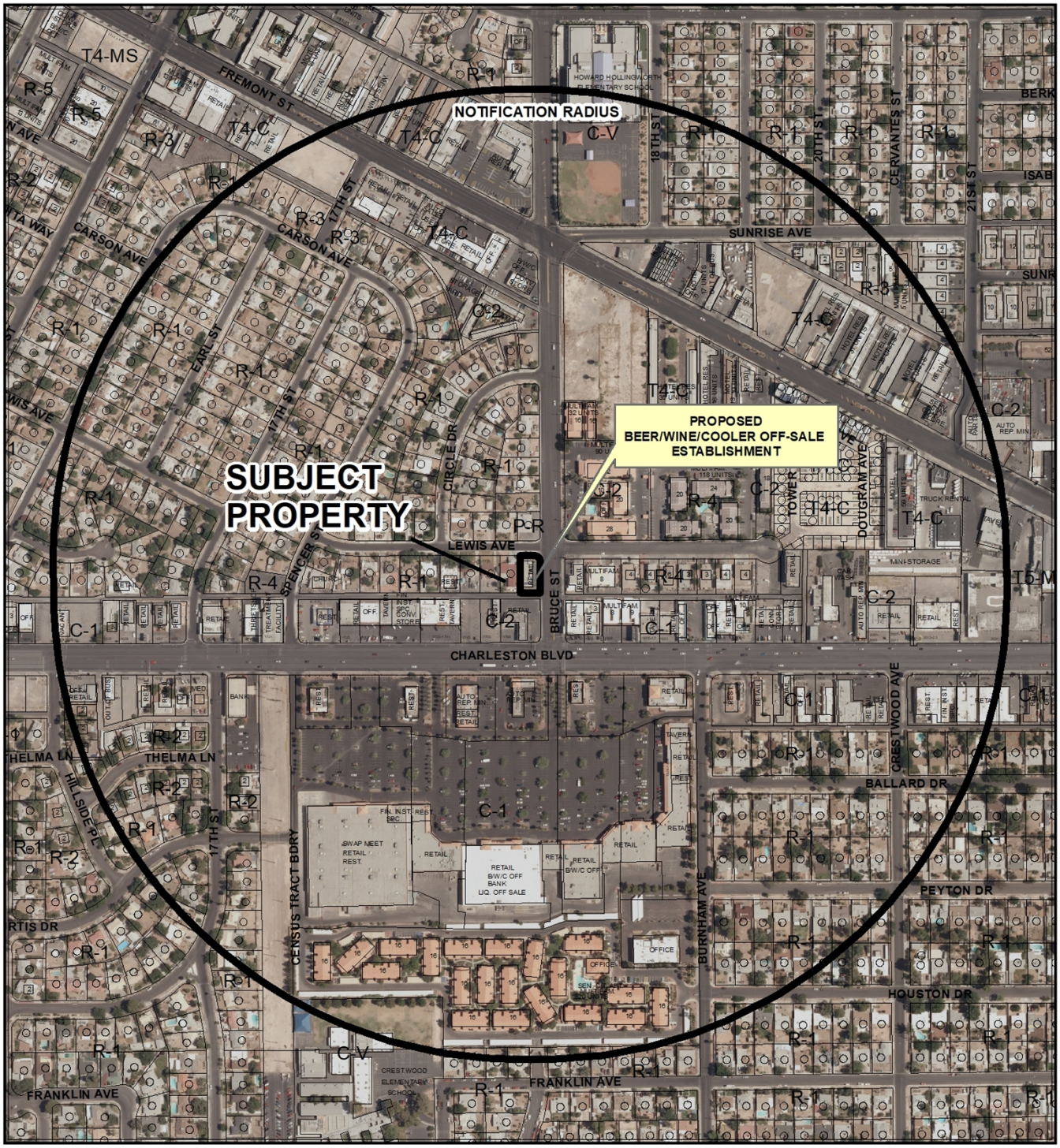
Cash	$	.00
Check	$	750.00
Total Deposit:	$	750.00



CASE: **20-0201-SUP1**

RADIUS: 1500 FEET

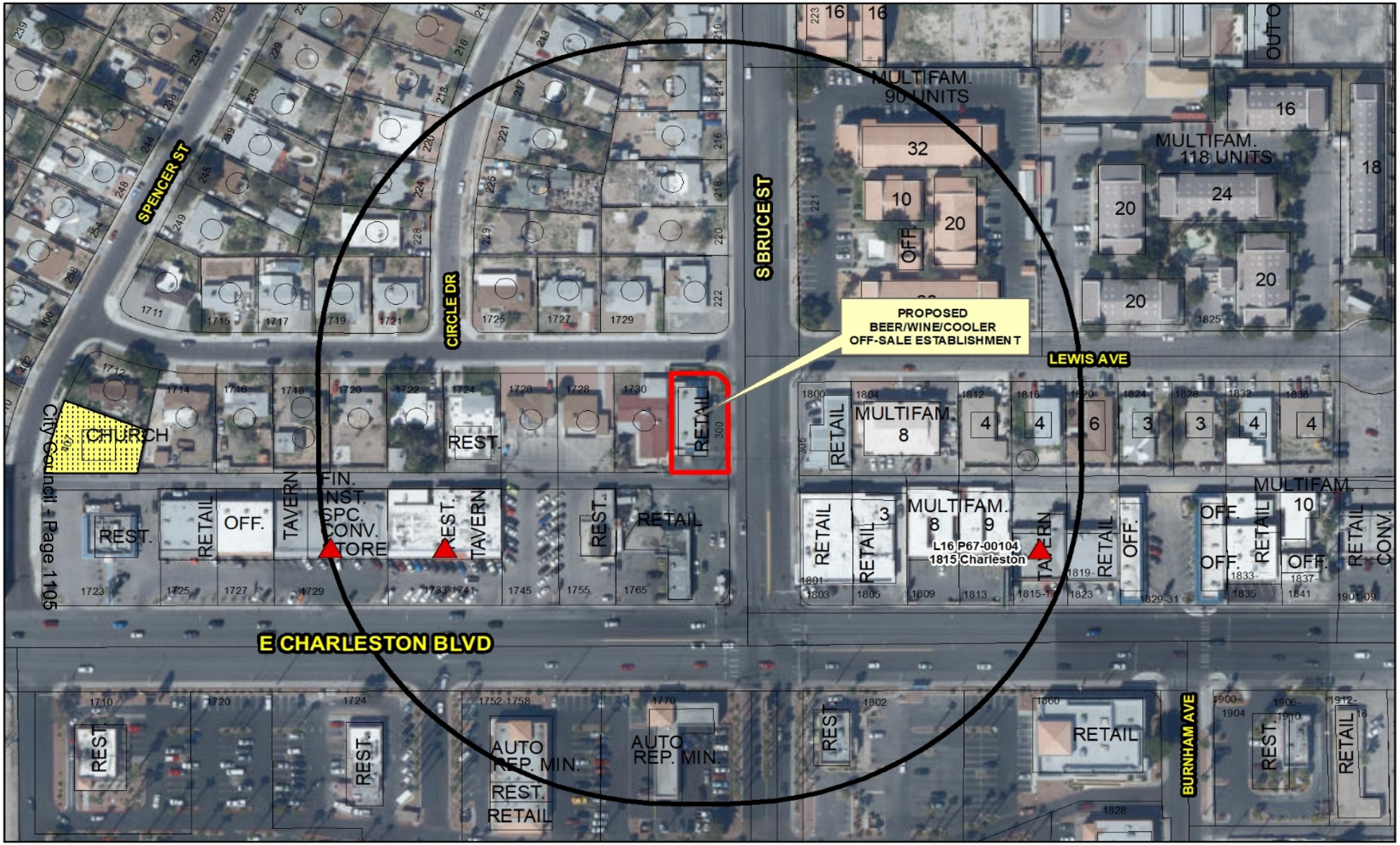
ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: **20-0201-SUP1**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



20-0201-SUP1

Beer/Wine/Cooler Off-Sale

Business Licenses

- Tavern
- Tavern - Limited
- Urban Lounge
- Restaurant With Alcohol/ Restaurant With Service Bar/ Beer Wine Room/ Ancillary Brew Pub
- Beer/Wine/Cooler On-Sale

NOTE: If symbol is black, the License is non-operational

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

Subject Property

400 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, September 22, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: RAJAT MINI MART AND CIGARETTES - OWNER: NICOLAS P. & LISA D. DI PIETRO

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0201-SUP1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 35

NOTICES MAILED 578 (By City Clerk)

PROTESTS 6

APPROVALS 3

NE

**** CONDITIONS ****

20-0201-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler Off-Sale Establishment use.

2. Conformance to the approved conditions for Variance (VAR-78396).

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. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. 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 in order to operate a Beer/Wine/Cooler Off-Sale Establishment use at 300 South Bruce Street.

ISSUES

- An approved Special Use Permit is required in the C-1 (Limited Commercial) zoning district for a Beer/Wine/Cooler Off-Sale Establishment use.

ANALYSIS

The subject site is an existing General Retail Store, Other Than Listed [Convenience Store and Smoke Shop]. The applicant is proposing to add the Beer/Wine/Cooler Off-Sale Establishment use to the existing business.

The Beer/Wine/Cooler Off-Sale Establishment use is described by Title 19.12 as "an establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where business is conducted, and is operated in connection with a grocery store, drugstore, convenience store, restaurant, general retail store or ancillary brew pub (as the last is referenced in LVMC 6.50.085)." The proposed use meets this description as the applicant is proposing to sell beer, wine and coolers for consumption off the premises.

The Minimum Special Use Permit Requirements for this use include:

1. Requirement 1: Except as otherwise provided, no beer/wine/cooler off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church/house of worship, school, individual care center licensed for more than 12 children, or City park.

   The proposed use meets this requirement, as the subject site is not within 400 feet of a protected use.

2. Requirement 2: When considering a Special Use Permit application for an establishment which also requires a waiver of the distance separation requirement in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance separation requirement should be waived and the reasons in support of the decision.

   This requirement is not applicable as the applicant is not requesting a Waiver of requirement number one.

3. Requirement 3: The minimum distance separation requirements in Requirement 1 do not apply to:

   a. An establishment which has a nonrestricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or
   b. A proposed establishment having more than 50,000 square feet of retail floor space.

   This requirement is not applicable.

4. Requirement 4: All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

   The proposed use is subject to this requirement in an on-going basis, and regular inspections will ensure compliance.

5. Requirement 5: The minimum distance separation requirements set forth in Requirement 1, which are otherwise nonwaivable under the provisions of LVMC 19.12.050(C), may be waived:

   a. In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;
   b. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS- TC (Main Street Mixed Use) in the Town Center Land Use Plan;

c. In connection with a proposed establishment having between 15,000 square feet and 50,000 square feet of retail floor space, if no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages; or

d. In connection with a retail establishment having less than 15,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or a right of way with a width of at least 100 feet.

This requirement is not applicable.

6. Requirement 6: No beer/wine/cooler off-sale establishment shall be permitted on or adjacent to the Pedestrian Mall, as defined in LVMC Chapter 11.68.

   The proposed use meets this requirement as the subject site is not within or adjacent to a Pedestrian Mall.

FINDINGS (20-0201-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The existing store-front is oriented to Bruce Street which has developed into a commercial corridor with businesses that serve area residents. The proposed alcohol sales can be conducted in a manner that is compatible with the surrounding existing land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is an existing convenience store physically suitable for the proposed Beer/Wine/Cooler Off-Sale establishment 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.**

Bruce Street is an 80-foot wide Collector 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 use is subject to business licensing review and regular inspections if licensed, thus ensuring the public health, safety and general welfare is not compromised.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed land use meets all of the applicable conditions set forth by Title 19.12.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
09/17/69	The Board of Commissioners approved a request for a Resolution of Intent (Z-0057-69) to rezone from R-1 (Single Family Residential) to C-1 (Limited Commercial) of Lot 13, Block 10, Amended Mayfair Tract No. 2.
02/18/70	The Board of Commissioners approved a request for a six month Extension of Time of Resolution of Intent (Z-0057-69) to rezone property located on the southwest corner of Bruce Street and Lewis Avenue. The Las Vegas City Planning Commission recommended approval.
12/18/91	The City Council approved a request for a Resolution of Intent to Reclassify (Z-0080-91) real property legally described as Lot 13, Block 10 of Mayfair Tract No. 2 [1736 Lewis Street] from R-1 (Single Family Residential) to P-R (Professional Office and Parking).
09/20/90	The City Council denied a request for a Reclassification of property (Z-0090-90) at 1730 and 1736 East Lewis Avenue from R-1 (Single Family Residential) to C-1 (Limited Commercial) for a proposed retail shop and grocery store. The Planning Commission recommended denial.
01/22/92	The City Council approved an appeal of the Board of Zoning Adjustment denial of a Variance (V-0164-91) to allow a retail grocery store where such was not normally allowed at 1736 Lewis Avenue [300 South Bruce Street].
10/16/96	The City Council approved a request for a Review of Use [V-0164-91(1)] on property located at 300 South Bruce Street, which allowed a retail grocery store where such use was not allowed.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/19/20	The City Council approved a request for a General Plan Amendment (GPA-78392) from L (Low Density Residential) to SC (Service Commercial) at 300 South Bruce Street. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Rezoning (ZON-78394) from P-R (Professional Office and Parking) to C-1 (Limited Commercial) at 300 South Bruce Street. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Variance (VAR-78396) to allow a 60-foot lot width where 100 feet is required, and a five-foot side yard setback where 10 feet is required at 300 South Bruce Street. The Planning Commission and staff recommended approval.
11/10/20	The Planning Commission unanimously voted to DENY a Land Use Entitlement project request for a Special Use Permit (20-0201-SUP1) FOR A PROPOSED 2,521 SQUARE-FOOT BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE at 300 South Bruce Street (APN 139-35-413-112), Ward 3 (Diaz).
11/19/20	The Office of the City Clerk received an appeal of the Denial by the Planning Commission on a Land Use Entitle project request for a Special Use Permit (20-0201-SUP1) FOR A PROPOSED 2,521 SQUARE-FOOT BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE at 300 South Bruce Street (APN 139-35-413-112), Ward 3 (Diaz).
12/16/20	The City Council will consider the appeal of the Denial by the Planning Commission on Land Use Entitle project request 20-0201-SUP1.

Most Recent Change of Ownership	
06/2013	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
PRE 1990	A business license (G50-06760) was issued for a tropical fish store at 300 South Bruce Street. The license is inactive as of 07/08/12.
05/05/92	A building permit (#92144578) was issued for onsites at 300 South Bruce Street. The permit received its final inspection on 01/07/93.
	A building permit (#92144579) was issued for a new building (Oriental Market) at 300 South Bruce Street. The permit received its final inspection on 10/05/92.
05/12/92	A building permit (#92145246) was issued for a new building at 300 South Bruce Street. The permit received its final inspection on 07/10/92.
05/13/92	A building permit (#92145383) was issued for a new building at 300 South Bruce Street. The permit received its final inspection on 07/13/92.

Related Building Permits/Business Licenses	
06/02/92	A building permit (#92147663) was issued for a new building at 300 South Bruce Street. The permit received its final inspection on 07/10/92.
08/28/92	A building permit (#92158337) was issued for a sign at 300 South Bruce Street. The permit received its final inspection on 10/14/92.
01/27/97	A building permit (#97001925) was issued for sewer work at 300 South Bruce Street. The permit received its final inspection on 02/28/97.
	A building permit (#97001926) was issued for a tenant improvement/remodel at 300 South Bruce Street. The permit received its final inspection on 02/27/97.
01/30/97	A building permit (#97002188) was issued for electrical work at 300 South Bruce Street. The permit did not receive its final inspection and expired on 08/30/97.
10/08/12	A business license (G50-09421) was issued for a general retail store at 300 South Bruce Street. The license is inactive as of 03/04/14.
11/05/12	A business license (C05-02890) was issued for a tobacco dealer at 300 South Bruce Street. The license is inactive as of 03/04/14.
04/07/14	A business license (G62-02254) was issued for a tobacco dealer at 300 South Bruce Street. The license is active as of 10/20/20.
04/16/14	A business license (G62-02253) was issued for selling cigarettes, tobacco, food, soda and general merchandise at 300 South Bruce Street. The license is inactive as of 03/28/15.
05/29/14	A building permit (C-261414) was issued for a new roof at 300 South Bruce Street. The permit received its final inspection on 09/09/14.
04/02/15	A business license (P63-00112) was issued for the sale of cigarettes, tobacco, tobacco accessories, soft drinks, food and general items at 300 South Bruce Street. The license is active as of 10/20/20.
08/31/15	A business license (G63-06412) was issued for an automated teller machine (ATM) at 300 South Bruce Street. The license is inactive as of 07/05/16.

Pre-Application Meeting	
09/15/20	Staff conducted a pre-application meeting via email to discuss the submittal requirements for the requested Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
10/17/20	Staff performed a routine field check to observe the subject site. Nothing of concern was noted by staff during the visit.

Details of Application Request	
Site Area	
Net Acres	0.18

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	General Retail Store, Other Than Listed [Convenience Store]	SC (Service Commercial)	C-1 (Limited Commercial)
North	Vacant Building	O (Office)	P-R (Professional Office and Parking)
South	Auto Repair Garage, Minor Open Air Vending	C (Commercial)	C-2 (General Commercial)
East	General Retail Store, Other Than Listed	MXU (Mixed Use)	C-1 (Limited Commercial)
West	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Master Plan – Founders District	Y
Special Area and Overlay Districts	***Compliance***
DTLV-O (Downtown Las Vegas Overlay) District – Area 2	Y
Other Plans or Special Requirements	***Compliance***
Appendix F Interim Downtown Las Vegas Development Standards	Y
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	N/A

NE

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Bruce Street	Collector Street	Master Plan of Streets and Highways Map	80	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	
Beer / Wine / Cooler Off-Sale Establishment		No additional parking required beyond that which is required for the principal use(s) on the site.	0				
TOTAL SPACES REQUIRED			0		0		Y
Regular and Handicap Spaces Required			0	0	0	0	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) SPECIAL USE PERMIT

Project Address (Location) 300 S. BRUCE ST, LAS VEGAS, NV, 89101

Project Name RAJAT MINI MART AND CIGRETTES **Proposed Use** BEER/WINE OFF SALE

Assessor's Parcel #(s) 13935411312 **Ward #** 3

General Plan: Existing SC Proposed ~~SC~~ **Zoning:** Existing C-1 Proposed —

Additional Information BUSINESS IS EXISTING RETAIL STORE WITH TOBACCO LICENSE AND RE-SALE PERMIT

Property Owner NICOLAS P. DIPIETRO Contact

Address 1800 PENINSULA PLACE City COSTA MESA State CA Zip 92627

E-mail NICKDORO@ATT.NET Phone 949-467-9386

Applicant BALDEV KRISHAN KUMRA Contact 702-332-9418

Address 5970 CLOVER CANYON LN City LAS VEGAS State NV Zip 89142

E-mail Phone

Representative RAHUL SODHI Contact

Address 11485 S. BUFFALO DR City LAS VEGAS State NV Zip 89147

E-mail RAHUL@KAIZENNV.COM Phone 702-820-6723

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

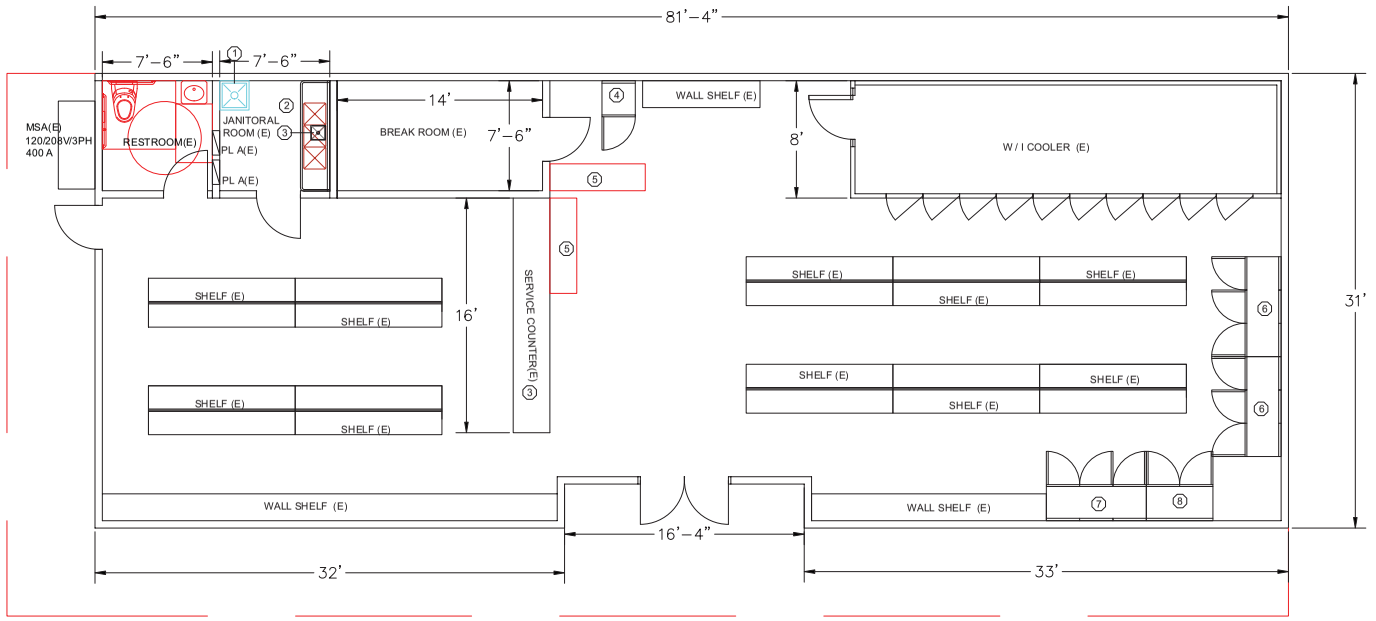
Print Name RAHUL SODHI

Subscribed and sworn before me

This _____ day of _____, 20 _____

Notary Public in and for said County and State


50
13935499044
Lewis Ave
S Bruce St
64.5
49.41
13935499006
120
105.04
13935413113
13935413112
14
13
64.41
13935899042
20
13935499035
64.5
39.91
307.22
20-0201
09/16/2020
13935413165



EQUIPTMENT LIST (EXISTING)				
1	MOP SINK	-----	--	
2	3 COMP SINK		--	
3	FLOOR SINK		--	
4	BEVERAGE COOLER	--	120 /5.2 /.5 /1 PH	--
5	ICE CREAM FREEZER	--	120 /5.2/.5 /1 PH	--
6	3 DR FREEZER	--	120/13.5/1/1PH	--
7	3 DR COOLER	--	120/9.5/.75/1PH	--
8	2 DR COOLER	--	120/6.5/.5/1PH	--

FLOOR PLAN

SCALE ¼" - 1'

Revision/Issue

RAJAT MINI MART
300 S BRUCE ST
LAS VEGAS , NEVADA 89101

DRAWN
CHECKED
DRAWN BY C.G.
DATE 01-26-2020
SCALE 1/4" - 1'
JOB NO.
SHEET

A-1



20-0201-SUP1 - APPLICANT: RAJAT MINI MART AND CIGARETTES - OWNER: NICOLAS P. & LISA D. DI PIETRO 300 SOUTH BRUCE STREET

10/17/2020

JUSTIFICATION LETTER

This letter is requested for Special Use Permit for 300 S BRUCE ST, Las Vegas, NV 89101 which is currently a retail store with convenience store and tobacco license. Parcel number for the site is #13935413112. Since the nature of the existing business is convenience store, customer expects the sale of package beer and wine. The intended use for the site is to add sales of beer and wine to the existing running business. Which any other convenience store would do in their regular course of business. The hours and course of business will be from 8AM to 9PM Monday-Sunday.

It will be very much appreciated if the Special Use Permit is approved fulfilling the requirement for package beer and wine. I have been running the business for more than 5 years working very hard to make the ends met. It will be very big support for the business and will help me get through.

Thankyou,

Baldev Krishan Kumra.

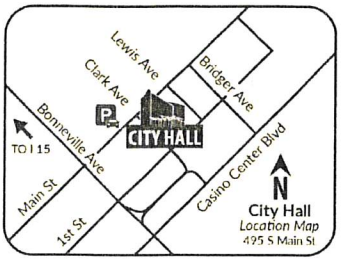
20-0201
09/16/2020

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing

RECEIVED
CITY CLERK
2020 DEC 14 P 12:17



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0201-SUP1
City Council Meeting of **12/16/2020**

20-0201-SUP1
16202116043
PROCK ROCCO L & DONA J
1641 CURTIS DR
LAS VEGAS NV 89104-1850

93 JRDFNP1 89104

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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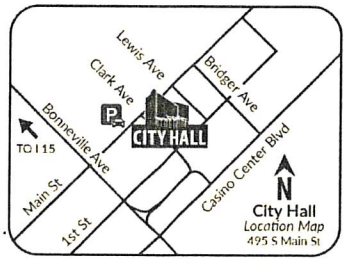

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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20-0201-SUP1
City Council Meeting of **12/16/2020**

20-0201-SUP1
16202512008
R Z M Z FAMILY L L C - SERIES 3
2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

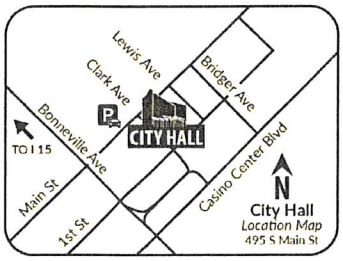
Submitted after final agenda
Item 84

93 JRDFNP1 89104

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0201-SUP1

City Council Meeting of **12/16/2020**

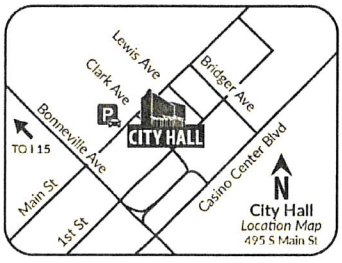
20-0201-SUP1
13935413164
R Z M Z FAMILY L L C - SERIES 4
2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

93 JRDFNP1 89104

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0201-SUP1

City Council Meeting of **12/16/2020**

20-0201-SUP1
13935814018
R Z M Z FAMILY L L C SERIES 1
2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

93 JRDFNP1 89104

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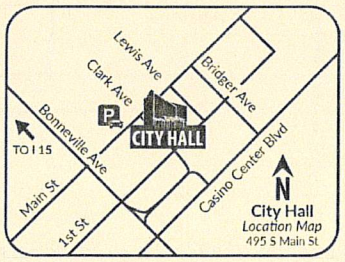

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0201-SUP1
City Council Meeting of **12/16/2020**

20-0201-SUP1
13935814019
R Z M Z FAMILY L L C SERIES 2
2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

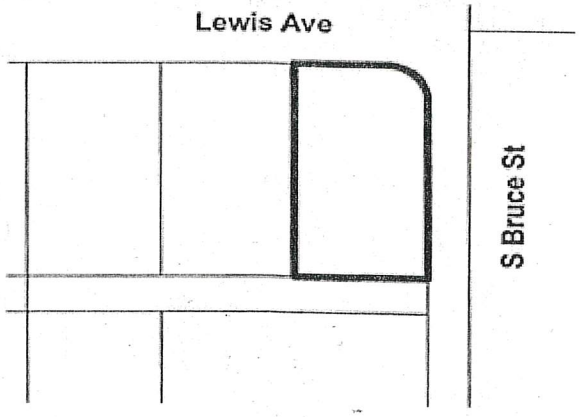
93 JRDFNP1 89104

Application Information

20-0201-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: RAJAT MINI MART AND CIGARETTES - OWNER: NICOLAS P. LISA D. DI PIETRO - For possible action on an Appeal of the Denial by the Planning Commission on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 2,521 SQUARE-FOOT BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE at 300 South Bruce Street (APN 139-35-413-112), Ward 3 (Diaz). The Planning Commission (6-0 vote) recommends DENIAL. Staff recommends APPROVAL.

No parking for customer

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/16/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**

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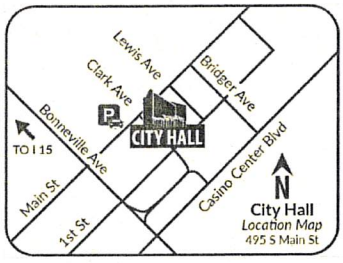

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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20-0201-SUP1
City Council Meeting of **12/16/2020**

20-0201-SUP1
16202512009
R B M B L L C
2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

93 JRDFNP1 89104

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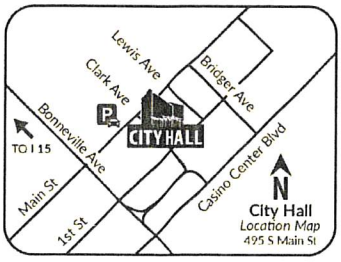

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20-0201-SUP1

City Council Meeting of **12/16/2020**

20-0201-SUP1
13935413136
MURPHY MELISSA ELLEN & MACHIKO I
218 SPENCER ST
LAS VEGAS NV 89101-5237

83 JRDFNP1 89101

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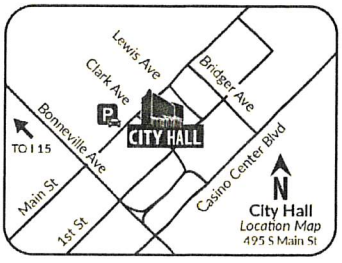

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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20-0201-SUP1

City Council Meeting of **12/16/2020**

20-0201-SUP1
13935413068
MURPHY MELISSA ELLEN & MACHIKO I
239 SPENCER ST
LAS VEGAS NV 89101

Submitted after final agenda
Item 84

83 JRDFNP1 89101

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Las Vegas, Nevada 89101

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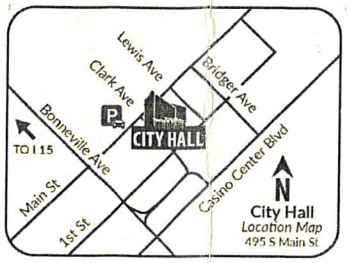

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20-0201-SUP1
City Council Meeting of **12/16/2020**

20-0201-SUP1
13935816047
VANHOUTEN ERIK CHARLES
BATIN DANIELLE MAURICIO
227 DOUGRAM AVE
LAS VEGAS NV 89101

63 JRDFNP1 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

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
11/05/2020

CASE: 20-0201-SUP1

SUBJECT: APPLICANT: RAJAT MINI MART AND CIGARETTES - OWNER: NICOLAS P. & LISA D. DI PIETRO

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***NOVEMBER 10, 2020*** 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, NOVEMBER 9, 2020.***

Nicolas P. DiPietro — 11/5/20

Signature — Date

Nicolas P. DiPietro

Please Print Name

Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

Submitted after final agenda **ITEM 13**

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
11/04/2020

CASE: 20-0201-SUP1

SUBJECT: APPLICANT: RAJAT MINI MART AND CIGARETTES - OWNER: NICOLAS P. & LISA D. DI PIETRO

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Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MONDAY, NOVEMBER 9, 2020.***

Rahul Sodhi — Signature

11/04/2020 — Date

RAHUL SODHI — Please Print Name

KAIZEN STRATEGIES. — Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

ITEM 13

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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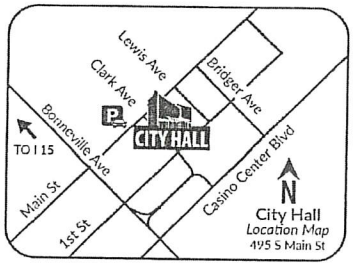

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0201-SUP1

Planning Commission Meeting of **11/10/2020**

20-0201-SUP1
16202512009
R B M B L L C
2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

93 HRDFNP1 89104

Submitted after final agenda 13P

City of Las Vegas
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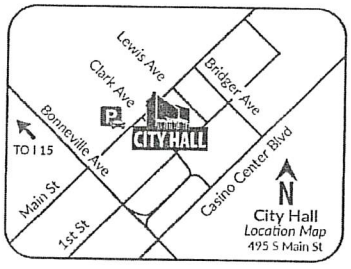

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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20-0201-SUP1

Planning Commission Meeting of **11/10/2020**

20-0201-SUP1
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R Z M Z FAMILY L L C SERIES 2
2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

93 HRDFNP1 89104

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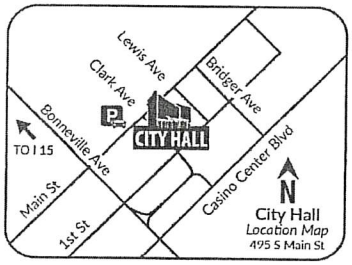

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20-0201-SUP1

Planning Commission Meeting of **11/10/2020**

20-0201-SUP1
16202512008
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2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

93 HRDFNP1 89104

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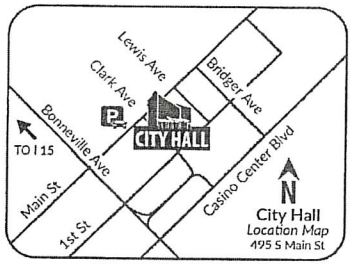

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20-0201-SUP1

Planning Commission Meeting of **11/10/2020**

20-0201-SUP1
13935814018
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2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

93 HRDFNP1 89104

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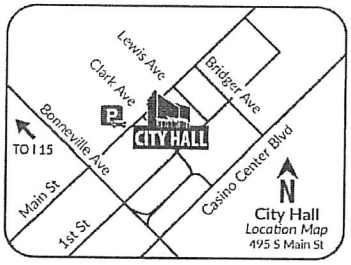

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20-0201-SUP1

Planning Commission Meeting of **11/10/2020**

20-0201-SUP1
13935413164
R Z M Z FAMILY L L C - SERIES 4
2010 E CHARLESTON BLVD
LAS VEGAS NV 89104-2018

93 HRDFNP1 89104

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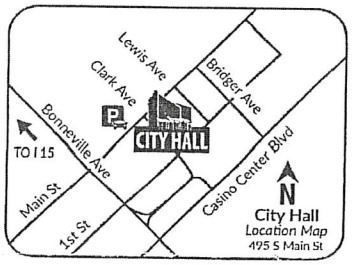
City of Las Vegas



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☒ I OPPOSE this Request

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20-0201-SUP1

Planning Commission Meeting of **11/10/2020**

20-0201-SUP1
16202116043
PROCK ROCCO L & DONA J
1641 CURTIS DR
LAS VEGAS NV 89104-1850

93 HRDFNP1 89104

13P

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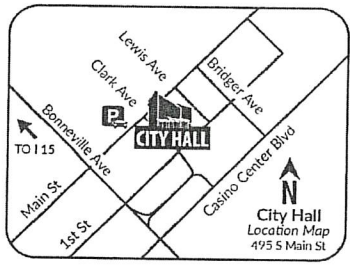

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20-0201-SUP1

Planning Commission Meeting of **11/10/2020**

20-0201-SUP1
13935413068
MURPHY MELISSA ELLEN & MACHIKO I
239 SPENCER ST
LAS VEGAS NV 89101

03 HRDFNP1 89101

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Department of Planning
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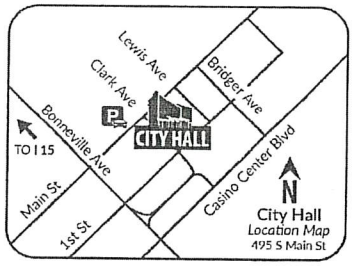

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20-0201-SUP1

Planning Commission Meeting of **11/10/2020**

20-0201-SUP1
13935413136
MURPHY MELISSA ELLEN & MACHIKO I
218 SPENCER ST
LAS VEGAS NV 89101-5237

83 HRDFNP1 89101

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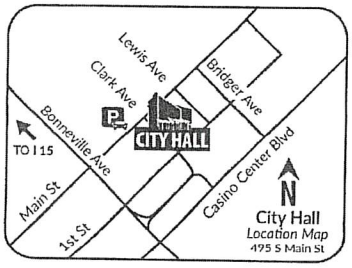

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20-0201-SUP1

Planning Commission Meeting of **11/10/2020**

20-0201-SUP1
13935816047
VANHOUTEN ERIK CHARLES
BATIN DANIELLE MAURICIO
227 DOUGRAM AVE
LAS VEGAS NV 89101

83 HRDFNP1 89101

13A

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
85

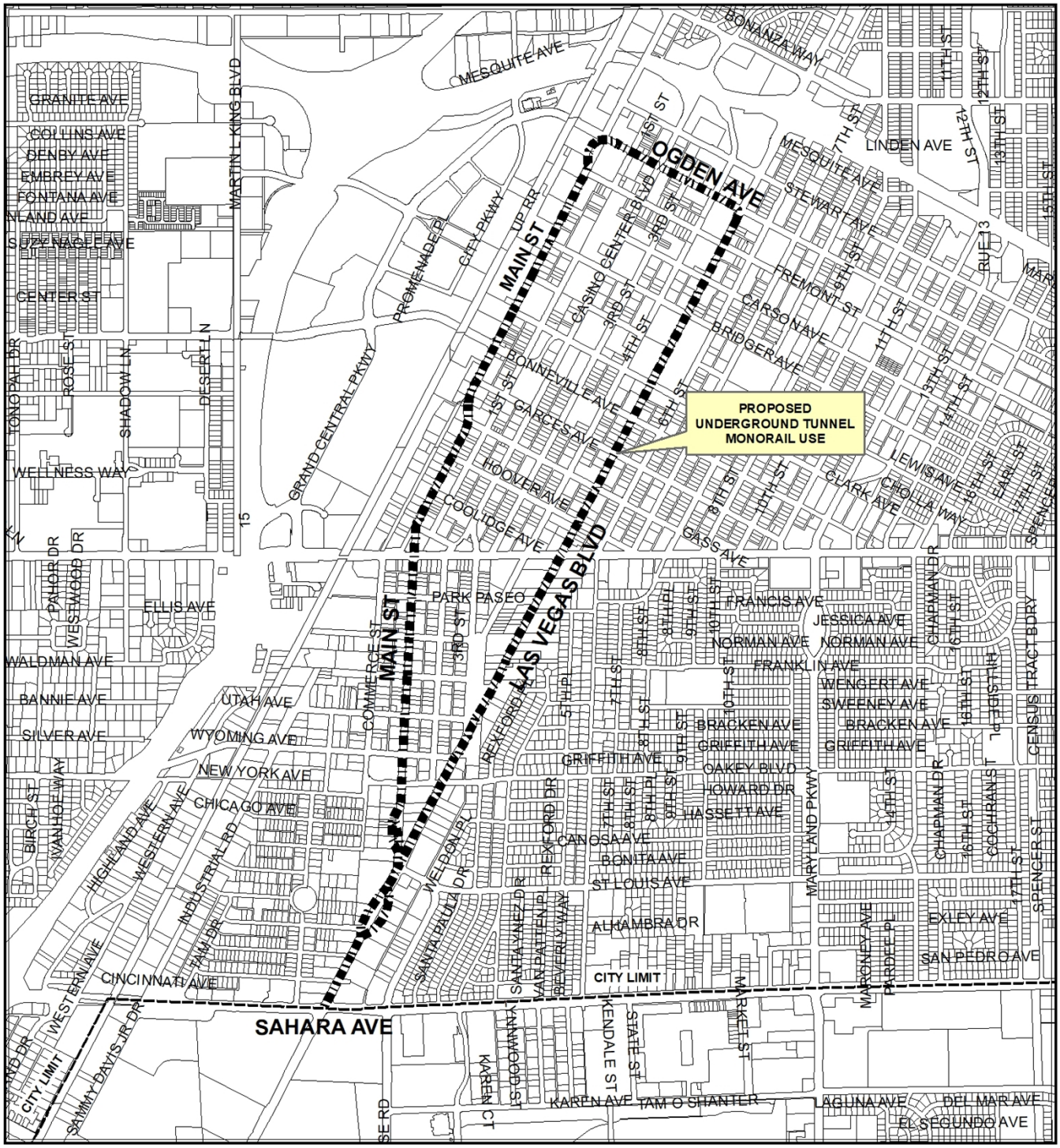
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0204-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: TBC - THE BORING COMPANY - OWNER: THE CITY OF LAS VEGAS, ET AL - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED MONORAIL (TUNNEL) USE WITH A WAIVER TO ALLOW ENTITLEMENT CONSIDERATION PRIOR TO LICENSING AND OPERATIONAL AGREEMENT APPROVAL generally located beneath the rights-of-way of Las Vegas Boulevard from Sahara Avenue to Ogden Avenue, Ogden Avenue from Las Vegas Boulevard to Main Street, and Main Street from Ogden Avenue to Las Vegas Boulevard (APNs Multiple), Ward 3 (Diaz) and Ward 5 (Crear). The Planning Commission (5-0-1 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 (5-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Justification Letter
5. Backup Submitted for the November 10, 2020 Planning Commission Meeting



CASE: 20-0204-SUP1



CASE: 20-0204-SUP1

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: TBC - THE BORING COMPANY - OWNER: THE CITY OF LAS VEGAS, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0204-SUP1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 52

NOTICES MAILED Newspaper Notification Only

PROTESTS 0

APPROVALS 0

FS

** CONDITIONS **

20-0204-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Monorail use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. A Waiver has been approved to allow entitlement consideration prior to the approval of required license and operational agreements. All required licenses and agreements shall be finalized prior to the issuance of permits for construction.

4. Future stations will require an appropriate design review per the provisions of Title 19.16.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

Public Works

8. Prior to the issuance of any permits, coordinate with the Department of Public Works to determine final requirements for use of rights-of-way and/or easements. The applicant shall work with the City to determine the most appropriate form of permission for the use of the public right-of-way, be that a License Agreement or Franchise Agreement. Such permissions, and compliance with any additional conditions thereon attached must be obtained prior to the issuance of any construction permits.

9. The applicant shall work with staff to provide a preliminary design and cost estimate (at no cost to the City) for a civic-use station to service the Civic and Business District (Las Vegas City Hall Complex) and an additional station servicing the Arts District at locations acceptable to the City. These shall be provided to the City prior to final design of the main artery tunnel so that it can be designed in such a way to allow these future stations to be added more easily.

10. Design and construction of this facility shall reference and comply with all appropriate design standards for tunnels including National Fire Protection Association Standard for Fixed Guideway Transit and Passenger Rail Systems, International Building Code, and others as appropriate

11. The applicant is estimating the main artery tunnel portion of the project that falls within City limits will cost $35-45 Million. This will result in applicant paying an estimated right of way work activity plan check and inspection fee of $787,500-1,012,500. A portion of these funds will cover the cost of the City's staff augmentation to include an outside tunnel engineering specialty firm to assist in the review of the design documents.

12. The applicant is responsible for the cost of Special Inspection and Testing as required by Chapter 17 of the International Building Code.

13. The Applicant shall propose for approval by the City a binding Dispute Resolution Plan that shall govern issues that may arise due to differing site conditions or events.

14. Provide a geologic survey and geotechnical report identifying existing faults and known issues and providing recommendations for addressing such within the area proposed for this facility during the design and construction of this project.

15. Provide a plan acceptable to the Department of Public Works to monitor and detect surface settlement associated with this project, and to mitigate any such subsidence that may occur.

16. Provide a plan acceptable to the Environmental Compliance Section of the Department of Public Works to monitor and detect groundwater intrusions and / or contaminants and to mitigate any such intrusions or contaminants that may occur, both during construction and subsequent operation of the facility.

17. Provide a plan acceptable to the City for monitoring Air Quality within the facility and maintaining public safety for users of the system. Such plan shall also address emergency accessibility, life safety, fire control, and all aspects of emergency response within the system both under construction and during operation. Coordinate with the City Fire Services Department for specific requirements for Fire, Life Safety, and emergency response.

18. A conceptual Traffic Impact Analysis (TIA) shall be submitted for approval by the City Traffic Engineer prior to approval of any construction drawings for stations associated with this project. The TIA shall identify the primary traffic sources for users of the stations, as well as significant secondary sources (such as park and ride users) that may use the stations, to estimate vehicular impacts to the adjacent roadway networks and address potential vehicular or pedestrian impacts to existing facilities, such as Porte Cochere operations, etc., if so determined by the City Traffic Engineer.

19. Prior to the submittal of construction drawings for the main artery tunnel, a Flood Control Technical Memorandum shall be approved by the Department of Public Works. It shall address the minimum vertical separation required between the proposed tunnel facility and the future Clark County Regional Flood Control Master Plan Facilities. It shall identify all existing and future Master Planned Facilities within the proposed footprint of this project; this includes the crossings at Charleston Boulevard & Las Vegas Boulevard, Charleston Boulevard & Main Street, and Sahara Avenue & Las Vegas Boulevard. It shall also address the impacts of potential groundwater, dewatering, and protection of storm water facilities from contamination. A groundwater permit from Nevada Division of Environmental Protection will be required if any groundwater is to be pumped or diverted in any way into the storm drain system. Additionally, prior to the submittal of construction drawings for stations, a Technical Drainage Study shall be approved. The scope of the drainage study will be dependent on the amount of on-site features impacted by the stations and historical flow patterns that may, among other things, require tunnel design countermeasures to reduce the chance of projected flows entering the tunnel.

20. Each proposed Station shall be the subject of an appropriate design review per the provisions of Title 19.16, as well as any related above-ground features such as entrances/exits, vents, emergency or maintenance access points, etc. that may affect the surface improvements. It is understood that stations will be separate phases of the project with the main artery tunnels being phase 1.

21. Prior to issuance of construction permits, the applicant shall demonstrate, through bond or insurance policy, sufficient resources to cover liabilities associated with the construction and operation of the proposed main artery tunnels, and shall maintain such resources throughout the life of the project. The project developer shall be financially responsible for any damage to any existing facilities and utilities within the public rights-of-way (including surface and sub-surface improvements and Franchised utilities) caused by the main artery tunnels during construction and operation. Additional liability coverage shall be provided for the construction and operation of stations and related improvements prior to issuance of separate construction permits for those stations.

22. The applicant shall demonstrate appropriate rights to encroach into private properties, such as easement or notarized letter of parcel Owner's permission, for the construction, maintenance, and operations of this facility for every private parcel impacted by this project prior to the issuance of any permits for construction or demolition within or underlying said properties.

23. All plans and related engineering drawings shall be submitted to the City as digital design files using the City's coordinate system. Coordinate with the Survey Section of the Department of Public Works for assistance with the City's coordinate system.

24. The applicant shall provide proof of coordination with Utility Companies and other Franchise holders within the rights-of-way and give them 45 days from receipt of final plans to issue written approval or concern. Any concerns raised shall be addressed by the applicant prior to issuance of permits.

25. Prior to the issuance of any permits for construction of this project, the applicant shall provide a Tunnel Decommission Plan and associated bond or other surety sufficient to cover costs associated with termination of the project either before completion, including restoration of existing conditions, or at the cessation of operations, in the event that the project is abandoned or otherwise terminated.

26. The applicant shall provide a plan for approval by the City depicting the proposed haul route and disposition of excavated material, as well as an estimated schedule of trips (how many trucks, how many trips) required to excavate this project, as well as a plan for detection and mitigation, if needed, of any contaminated material excavated during this project construction.

27. Contact the City Engineer's Office to coordinate design and construction with any Capital Improvement Projects within the areas of proposed improvements. This includes, but is not limited to, the Wyoming Ave CIP, Utah Ave CIP, Colorado Ave CIP, California Ave CIP, Charleston Blvd Storm Drain CIP, Las Vegas Blvd CIP, Downtown Civic Center Plaza south of City Hall, Ogden Ave CIP, and any other public projects within the scope of this project at time of development.

28. Final as-constructed tunnel alignments and profiles shall be submitted to the City certified by a Nevada Professional Land Surveyor.

** STAFF REPORT **

PROJECT DESCRIPTION

The request is for a Monorail use generally located beneath the right-of-way of Las Vegas Boulevard from Sahara Avenue to Ogden Avenue, Ogden Avenue from Las Vegas Boulevard to Main Street, and Main Street from Ogden to Las Vegas Boulevard.

ISSUES

- The proposed underground transportation system is part of a larger network that will connect downtown Las Vegas with the greater resort corridor (the Strip) and McCarren International Airport. The portion of the system within the Las Vegas city limits is approximately 4.6 miles in length.
- The Monorail use as defined by Title 19.12 specifies that the systems used to transport passengers are not technology specific. The proposed underground transportation system has been classified as a Monorail use.
- A waiver has been requested to allow entitlement consideration prior to the approval of required license or operational agreements. Staff recommends approval of the request.
- The applicant has requested a Special Use Permit for a Monorail use. Staff recommends approval of the request.

ANALYSIS

This Special Use Permit application was submitted by the applicant as part of its proposed Vegas Loop project. The proposal is part of a larger underground transportation system that will connect downtown Las Vegas with the greater resort corridor (the Strip) and McCarran Airport. Within the City of Las Vegas limits, the project includes one northbound tunnel that travels north on Las Vegas Boulevard from Sahara Avenue, continues north on Main Street, transitions east on Ogden Avenue, before continuing as a southbound tunnel on Las Vegas Boulevard out of the City limits toward the greater resort corridor. It is expected that fare-paying passengers will be transported underground between various destinations in autonomous electric vehicles.

The project is approximately 4.6 miles long within the City of Las Vegas, and is located predominantly under City of Las Vegas right-of-way. There are several encroachments under private property, and letters of support have been received from all affected property owners. A station plan was provided; however, all station locations are conceptual and final locations will be determined in the future. The general concepts for the station types include above ground, subsurface and open-air station types. Stations will be subject to the appropriate design review prior to permitting and construction.

The Monorail use is permitted with the approval of a Special Use Permit within all zoning districts with the exception of the R-TH (Single-Family Attached) district. There are no R-TH (Single-Family Attached) zoning districts in conflict with the proposed transportation system.

The Monorail use is defined as "A nontechnology specific system used to transport passengers, including any system on a fixed land route installed and operated on an extensive fixed guideway or rail, and including a monorail as defined in NRS Chapter 705. This use does not include a system to transport passengers between two end-points with no intermediate stops, or a monorail that functions only as a part of a theme park or permanent exhibition under LVMC Chapter 6.81." The Monorail use specifies that the system used to transport passengers is not technology specific; therefore, the proposed underground tunnel network meets the intent of the Monorail use.

The Minimum Special Use Permit Requirements for this use include:

1. A Special Use Permit may be approved only in conjunction with the approval of necessary licensing for the monorail and the approval of an agreement to authorize the operation of the monorail system with the City.

   A Waiver has been requested to allow entitlement consideration prior to the approval of required license and operational agreements. All required licenses and agreements will be finalized prior to the issuance of permits for construction

2. Conditions may be imposed upon associated passenger terminals, power propulsion systems, parking lots, maintenance facilities and other accessory land and buildings that are referred to in the application.

   It is acknowledged that conditions may be imposed upon passenger terminals, power propulsion systems, parking lots, maintenance facilities and other accessory land and buildings that are referred to in this application.

3. Accessory commercial uses may be permitted in conjunction with the system if they are specified in the application.

No accessory commercial uses have been requested as a part of this application.

4. Structures shall be designed to be architecturally compatible with existing buildings and structures in the vicinity of the system. Structures associated with the system may be permitted at heights greater than otherwise permitted by this Title if the heights are specified in the application.

   Future stations will be subject to an appropriate design review per Title 19.16 to ensure that all future above ground structures will be architecturally compatible with existing buildings and structures in the vicinity of the system.

5. Site development standards otherwise applicable, such as yard setbacks, building separation or location requirements, may be reduced or eliminated in connection with the approval of a Special Use Permit.

   It is acknowledged that site development standards may be reduced or eliminated in connection with the approval of this Special Use Permit.

6. Ground level equipment, power propulsion systems and maintenance facilities shall be screened from streets and residential development with a decorative block wall not to exceed 10 feet in height; landscaping sufficient to screen the equipment, systems and facilities; or a combination thereof, as required in connection with the approval of a Special Use Permit. If the height of the block wall exceeds 6 feet, a notarized letter of approval must be obtained from the owner of any adjacent property that has been developed.

   Future stations will be subject to an appropriate design review per Title 19.16 to ensure that all ground level equipment is properly screened from view.

7. Advertising signs are permitted only in accordance with the applicable requirements of this Title or as permitted in agreement with the City to authorize the operation of the monorail system.

   It is acknowledged that advertising signs are permitted only in accordance with the applicable requirements of Title 19 or as permitted in agreement with the City to authorize the operation of the transportation system.

8. Approval of a Special Use Permit shall not be deemed to give the monorail system the right to use the property of any person without that person's consent or to compel the City to use its power of eminent domain to acquire property for the system.

It is acknowledged that the approval of the Special Use Permit does not give the transportation system the right to use the property of any person without that person's consent or to compel the City to use its power of eminent domain to acquire property for the system.

FINDINGS (20-0204-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The transportation system will be located below ground, and therefore can be conducted in a manner that is harmonious and compatible with existing land uses. Future stations will be subject to design review to ensure that that they are compatible with surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The land over the proposed tunnel route is physically suitable for the intensity of the proposed underground transportation system.

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 existing street and highway facilities are adequate in size to meet the requirements of the proposed underground transportation system.

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 the Special Use Permit will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan. In addition, Goal 4 of the 2045 Downtown Master Plan encourages the implementation of transportation systems that can move people with higher efficiency and lower economic and environmental costs.

5. The use meets all of the applicable conditions per Title 19.12.

The approval of the requested waiver, the use meets all of the applicable conditions per Title 19.12.

BACKGROUND INFORMATION

Pre-Application Meeting	
09/15/20	A pre-application meeting was held and issues discussed included Special Use Permit submittal requirements. While not required by code, it was recommend that the applicant conduct public outreach to inform residents within the project area.
11/10/20	The Planning Commission voted (5-0-1) to recommend APPROVAL on a Land Use Entitlement project (20-0204-SUP1) request for a Special Use Permit FOR A PROPOSED MONORAIL (TUNNEL) USE WITH A WAIVER TO ALLOW ENTITLEMENT CONSIDERATION PRIOR TO LICENSING AND OPERATIONAL AGREEMENT APPROVAL generally located beneath the rights-of-way of Las Vegas Boulevard from Sahara Avenue to Ogden Avenue, Ogden Avenue from Las Vegas Boulevard to Main Street, and Main Street from Ogden Avenue to Las Vegas Boulevard (APNs Multiple), Ward 3 (Diaz) and Ward 5 (Crear).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Master and Neighborhood Plan Areas	***Compliance***
2045 Downtown Master Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District	Y
DC-O (Downtown Casino Overlay) District	Y
DTLV-O (Downtown Las Vegas Overlay) District	Y
LW-O (Live/Work 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	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	Y
Project of Regional Significance	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A Special Use Permit may be approved only in conjunction with the approval of necessary licensing for the monorail and the approval of an agreement to authorize the operation of the monorail system with the City.	To allow entitlement consideration prior to the approval of required license and operational agreements.	Approval

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) Downtown Las Vegas

Project Name Vegas Loop **Proposed Use** Transportation

Assessor's Parcel #(s) 16203301005 and City of Las Vegas Right-of-Way **Ward #** 3 and 5

General Plan: Existing Downtown Proposed No Change **Zoning:** Existing C-2 Proposed No Change

Additional Information

Property Owner City of Las Vegas Contact Scott D. Adams

Address 495 S. Main St. City Las Vegas State NV Zip 89101

E-mail Phone 702-229-6011

Applicant TBC - The Boring Company Contact Mike Thompson

Address 3395 Cambridge Street City Las Vegas State NV Zip 89169

E-mail mike.thompson@boringcompany.com Phone 310-936-5063

Representative Same as Applicant 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 Jorge Cervantes FOR SCOTT ADAMS

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name JORGE CERVANTES

20-0204
09/18/2020
20-0204
09/22/2020

Subscribed and sworn before me

This 22 day of September, 20 20

Notary Public in and for said County and State

SARA GARCIA
Notary Public, State of Nevada
No. 97-2670-1
My Appt. Exp. Sep. 5, 2022



Conceptual Loop Stations
Conceptual Main Artery Tunnel
City of Las Vegas Limits

1 inch = 0.13 miles

0 0.125 0.25 0.5 0.75 1 Miles

20-0204
09/18/2020

LOOP

ALIGNMENT WITHIN CITY OF LAS VEGAS

PROPRIETARY AND CONFIDENTIAL

REVISED: 9/18/2020



City Council - Page 1155

20-0204
09/18/2020

REVISIONS			TBC - THE BORING COMPANY	VEGAS LOOP	TYPICAL RAMP PROFILE (FOR REFERENCE ONLY)	A	01
	MM/DD/YY	REMARKS					
	--/--/--	...					
	--/--/--	...					
	--/--/--	...					
	--/--/--	...					
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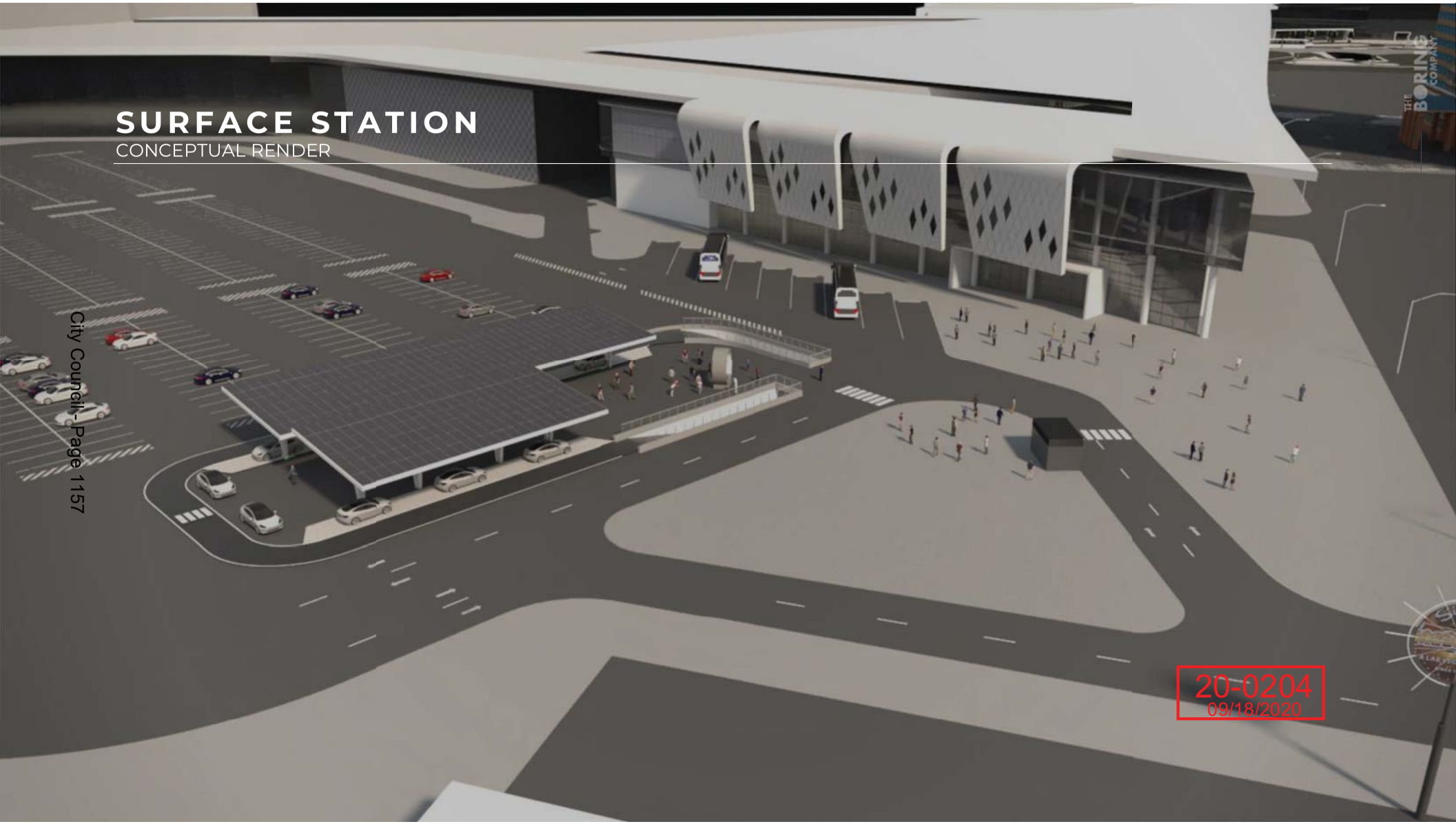
20-0204
09/18/2020

A-01-01 **STATION RAMP**
PROFILE VIEW

SURFACE STATION

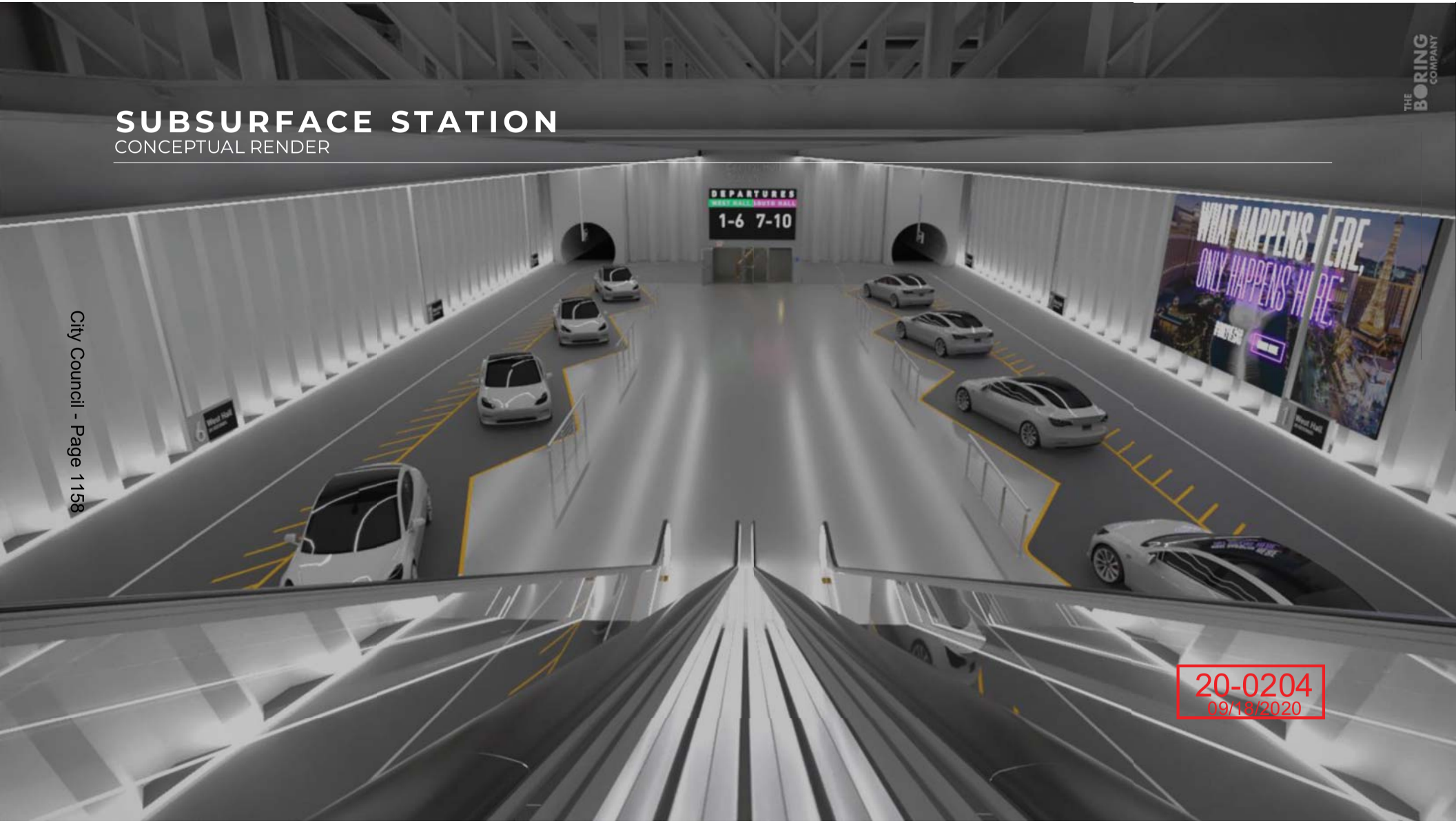
CONCEPTUAL RENDER



20-0204
09/18/2020

SUBSURFACE STATION

CONCEPTUAL RENDER



20-0204
09/18/2020

OPEN-AIR STATION
CONCEPTUAL RENDER



City Council - Page 1159

20-0204
09/18/2020

Phyllis Gilland
Senior VP & General Counsel
6595 S. Jones Blvd | Las Vegas, NV 89118
(702) 495-4446 | goldenent.com
Phyllis.Gilland@goldenent.com

September 10, 2020

Mr. Fred Solis
Senior Planner
City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: Letter of Authorization
Vegas Loop Project, Special Use Permit Application

This letter is submitted to accompany the Special Use Permit application submitted by TBC-The Boring Company d/b/a Vegas Loop ("TBC") as part of its proposal to construct and operate the Vegas Loop project (herein referred to as the "Project"). The Project would provide a high-capacity, underground transportation system for the public using zero-emissions, autonomous electric vehicles.

The Project is a part of a larger underground transportation system that aims to connect the City of Las Vegas with the greater resort corridor and McCarran Airport. Within City of Las Vegas limits, the Project includes one northbound tunnel that travels north on Las Vegas Boulevard from Sahara Avenue, continues north on South Main Street, transitions east on West Ogden Avenue, before continuing as a southbound tunnel traveling south on Las Vegas Boulevard out of City limits toward the greater resort corridor. The Project is approximately 4.6 miles long within City of Las Vegas.

Tesla vehicles will carry passengers in the underground tunnel to facilitate the efficient movement of people within the City of Las Vegas and its surroundings. Passengers will board Tesla vehicles at the surface or below grade. At surface stations, Tesla vehicles will reach grade via ramps. Each ramp station area will have an assumed maximum size of 1,800 square feet. Subsurface or open-air stations will include vertical circulation to enable passengers to board the Tesla vehicles at the depth of the tunnel. Tunnels generally will be located at approximately 30 feet below grade, but actual tunnel depths will vary depending on local conditions (e.g., nearby utilities and structures). Maintenance operations will occur outside of City of Las Vegas limits.

The Project will be located predominantly under City of Las Vegas right-of-way with some daylighting areas and/or underground crossings at private properties. As the owner of the parcels listed in Exhibit A (herein referred to as the Property), this letter hereby acknowledges TBC's intent to build a portion of the Project on the Property and authorizes TBC to include the Property in the associated Special Use Permit.

Sincerely,

Phyllis A. Gilland
General Counsel
Golden Entertainment, Inc.

20-0204
09/21/2020

Exhibit A – Authorized Parcels

APN#	Ownership	Address	Zoning
16203301016	STRATOSPHERE GAMING L L C	2000 S LAS VEGAS BLVD	C-2
16203401001	STRATOSPHERE GAMING L L C	2000 S LAS VEGAS BLVD	C-2
16203401002	STRATOSPHERE GAMING L L C	2130 S LAS VEGAS BLVD	C-2
16204813084	STRATOSPHERE GAMING L L C	2130 S LAS VEGAS BLVD	C-2
16204813085	STRATOSPHERE GAMING L L C	104 BOB STUPAK AVE	C-2
16204813086	STRATOSPHERE GAMING L L C	118 BOB STUPAK AVE	C-2
16204813087	STRATOSPHERE GAMING L L C	126 BOB STUPAK AVE	C-2
16204813088	STRATOSPHERE GAMING L L C	130 BOB STUPAK AVE	C-2
16204813089	STRATOSPHERE GAMING L L C	134 BOB STUPAK AVE	C-2
16204813097	STRATOSPHERE GAMING L L C	2000 S LAS VEGAS BLVD	C-2
16204813096	STRATOSPHERE GAMING L L C	2000 S LAS VEGAS BLVD	C-2
16204813095	STRATOSPHERE GAMING L L C	2000 S LAS VEGAS BLVD	C-2
16204813094	STRATOSPHERE GAMING L L C	2000 S LAS VEGAS BLVD	C-2
16204813093	STRATOSPHERE GAMING L L C	2000 S LAS VEGAS BLVD	C-2
16204813092	STRATOSPHERE GAMING L L C	125 W BOSTON AVE	C-2
16204813091	STRATOSPHERE GAMING L L C	129 W BOSTON AVE	C-2
16204710047	STRATOSPHERE GAMING L L C	2000 S LAS VEGAS BLVD	C-2
16203301015	STRATOSPHERE GAMING L L C	1954 S MAIN ST	C-2
16203301013	STRATOSPHERE GAMING L L C	1850 S MAIN ST	C-2
16203301011	STRATOSPHERE GAMING L L C	1802 S MAIN ST	C-2
16203301009	STRATOSPHERE GAMING L L C	1800 S MAIN ST	C-2
16203301008	STRATOSPHERE GAMING L L C	1734 S MAIN ST	C-2
16203301006	STRATOSPHERE GAMING L L C	1700 S MAIN ST	C-2
16203301005	STRATOSPHERE GAMING L L C	1730 S MAIN ST	C-2
16203410004	W2007 STRATOSPHERE LAND PROPCO	2121 S LAS VEGAS BLVD	C-2
16203410003	W2007 STRATOSPHERE LAND PROPCO	2045 S LAS VEGAS BLVD	C-2
16203410002	W2007 STRATOSPHERE LAND PROPCO	2035 S LAS VEGAS BLVD	C-2
16203410001	W2007 STRATOSPHERE LAND PROPCO	2025 S LAS VEGAS BLVD	C-2
16203301003	W2007 STRATOSPHERE LAND PROPCO	1720 S MAIN ST	C-2

20-0204
09/21/2020

TBC - THE BORING COMPANY

September 18, 2020

Mr. Fred Solis
Senior Planner
City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter
Vegas Loop Project

This Special Use Permit (SUP) application is submitted by TBC-The Boring Company (TBC) as part of its proposal to construct the Vegas Loop project (herein referred to as the Project). The Project will provide a high-capacity, underground transportation system for the public using zero-emissions, autonomous electric vehicles.

The Project is a part of a larger underground transportation system which would connect the City of Las Vegas with the greater resort corridor and McCarran Airport. Within City of Las Vegas limits, the Project includes one northbound tunnel that travels north on Las Vegas Boulevard from Sahara Avenue, continues north on South Main Street, transitions east on West Ogden Avenue, before continuing as a southbound tunnel traveling south on Las Vegas Boulevard out of City limits toward the greater resort corridor. The Project is approximately 4.6 miles long within City of Las Vegas.

The tunnel will be located predominantly under City of Las Vegas right-of-way with some underground crossings at private properties (collectively referred to as the Project Sites). TBC understands that an agreement with City of Las Vegas is needed in order to construct within public rights-of-way. Tunnels will generally be located around 30 feet below grade. Actual tunnel depths will vary depending on local conditions (e.g., nearby utilities and structures). Maintenance operations will occur outside of City of Las Vegas limits.

Tesla vehicles will carry passengers in the underground tunnel to facilitate the more efficient movement of people within the City of Las Vegas and its surroundings. Passengers will board Tesla vehicles at the surface or below grade. In surface stations, Tesla vehicles will reach grade via ramps. Each ramp station area will have an assumed maximum size of 1,800 square feet. Subsurface or open-air stations will include vertical circulation to enable passengers to board the Tesla vehicles at the depth of the tunnel. Stations will be designed, permitted, and constructed as part of a later phase.

The Project is located primarily under existing public right of way. At underground crossing at private properties, The Project Sites are zoned C-2 (General Commercial). Under the City of Las Vegas Unified Development Code, the C-2 district is “designed to provide the broadest scope of compatible services for both the general and traveling public. This category allows retail, service, automotive, wholesale, office and other general business uses of an intense character, as well as mixed-use developments. This district should be located away from low and medium density residential development and may be used as a buffer between retail and industrial uses. The C-2 District is also appropriate along commercial corridors.”[1]

[1] http://online.encodeplus.com/regs/lasvegas-nv/doc-viewer.aspx#secid-392
[2] http://online.encodeplus.com/regs/lasvegas-nv/doc-viewer.aspx#secid-528

20-0204
09/18/2020

The northwest segment of the project adjacent to Main Street and Ogden Avenue is located within the Downtown Casino Overlay District (DC-O). The overlay district was established to preserve and enhance the "international identity, historical significance, and economic welfare of the City of Las Vegas."[2]

The Project is consistent with, and would not alter, the existing and future land use and zoning of relevant parcels. The project will seek a Special Use Permit - Monorail in accordance with Chapter 19.12, Title 070 of the Las Vegas Municipal Code (LVMC), which permits "non technology specific system used to transport passengers, including any system on a fixed land route installed and operated on an extensive fixed guideway or rail, and including a monorail as defined in Nevada Revised Statues Chapter 705." Consistent with the Standards for Approval under LVMC 19.12.070, the Project would:

1. Supplement the existing uses of adjacent land uses;
2. Seek approval of necessary licensing for the monorail and the approval of an agreement to authorize the operation of the monorail system with the City;
3. Avoid disruptions to pedestrian and vehicle traffic in and around the Project Site;
4. Avoid impacts to surface aesthetics in and around the Project Site such that design is architecturally compatible with existing buildings and structures in the vicinity of the system (the Project is almost entirely underground);
5. Avoid impactful construction activities to the Project site and surrounding community;
6. Decrease congestion in and around the Project Site due to a decreased need for street-level transportation in and around the Project Site; and,
7. Avoid underground utilities or infrastructure such that public health, safety, and general welfare are protected.

The Project will provide the quick, environmentally friendly and efficient movement of people within the City of Las Vegas and its surroundings without disrupting activities occurring above ground. This will provide benefits to the surrounding community by increasing the ease in which the public move between key destinations within the City of Las Vegas and beyond, while alleviating surface traffic. The Project will be harmonious and compatible with existing and planned development in the area, and will provide Las Vegas visitors with an innovative transportation system worthy of their expectations.

20-0204
09/18/2020

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

18 FREMONT STREET ACQUISITION, LLC
1 Fremont Street
Las Vegas, NV 89101

September 19, 2020

Mr. Fred Solis
Senior Planner
City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: Letter of Authorization
Vegas Loop Project, Special Use Permit Application

This letter is submitted to accompany the Special Use Permit application submitted by TBC-The Boring Company d/b/a Vegas Loop ("TBC") as part of its proposal to construct and operate the Vegas Loop project (herein referred to as the "Project"). Based solely upon information provided to us by TBC, we have been advised of the following with respect to the Project:

The Project would provide a high-capacity, underground transportation system for the public using zero-emissions, autonomous electric vehicles.

The Project is a part of a larger underground transportation system that aims to connect the City of Las Vegas with the greater resort corridor and McCarran Airport. Within City of Las Vegas limits, the Project includes one northbound tunnel that travels north on Las Vegas Boulevard from Sahara Avenue, continues north on South Main Street, transitions east on West Ogden Avenue, before continuing as a southbound tunnel traveling south on Las Vegas Boulevard out of City limits toward the greater resort corridor. The Project is approximately 4.6 miles long within City of Las Vegas.

Tesla vehicles will carry passengers in the underground tunnel to facilitate the efficient movement of people within the City of Las Vegas and its surroundings. Passengers will board Tesla vehicles at the surface or below grade. At surface stations, Tesla vehicles will reach grade via ramps. Each ramp station area will have an assumed maximum size of 1,800 square feet. Subsurface or open-air stations will include vertical circulation to enable passengers to board the Tesla vehicles at the depth of the tunnel. Tunnels generally will be located at approximately 30 feet below grade, but actual tunnel depths will vary depending on local conditions (e.g., nearby utilities and structures). Maintenance operations will occur outside of City of Las Vegas limits.

The Project will be located predominantly under City of Las Vegas right-of-way with some daylighting areas and/or underground crossings at private properties.

RECEIVED
11/04/2020
ITEM 30
Submitted after final agenda

As the owner of the parcel listed in Exhibit A (herein referred to as the Property), this letter hereby acknowledges that we have been advised of TBC's desire to build a portion of the Project on the Property, and we hereby authorize TBC to include reference to the Property in the associated Special Use Permit application.

Sincerely,

18 Fremont Street Acquisition, LLC

DocuSigned by:
Susan Hitch
0F76BA770DD74DB...

By: Susan Hitch
Title: Chief Financial Officer

RECEIVED
11/04/2020
ITEM 30

Exhibit A – Authorized Parcels

APN#	Ownership	Address	Zoning
13934112001	18 FREMONT STREET ACQUISITION, LLC	118 N MAIN ST	C-2

4821-6202-0555 v2 [56260-10]

RECEIVED
11/04/2020
ITEM 30

September 16, 2020

Mr. Fred Solis
Senior Planner
City of Las Vegas
Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RE: Letter of Authorization
Vegas Loop Project, Special Use Permit Application

This letter is submitted to accompany the Special Use Permit application submitted by TBC-The Boring Company d/b/a Vegas Loop ("TBC") as part of its proposal to construct and operate the Vegas Loop project (herein referred to as the "Project"). The Project would provide a high-capacity, underground transportation system for the public using zero-emissions, autonomous electric vehicles.

The Project is a part of a larger underground transportation system that aims to connect the City of Las Vegas with the greater resort corridor and McCarran Airport. Within City of Las Vegas limits, the Project includes one northbound tunnel that travels north on Las Vegas Boulevard from Sahara Avenue, continues north on South Main Street, transitions east on West Ogden Avenue, before continuing as a southbound tunnel traveling south on Las Vegas Boulevard out of City limits toward the greater resort corridor. The Project is approximately 4.6 miles long within City of Las Vegas.

Tesla vehicles will carry passengers in the underground tunnel to facilitate the efficient movement of people within the City of Las Vegas and its surroundings. Passengers will board Tesla vehicles at the surface or below grade. At surface stations, Tesla vehicles will reach grade via ramps. Each ramp station area will have an assumed maximum size of 1,800 square feet. Subsurface or open-air stations will include vertical circulation to enable passengers to board the Tesla vehicles at the depth of the tunnel. Tunnels generally will be located at approximately 30 feet below grade, but actual tunnel depths will vary depending on local conditions (e.g., nearby utilities and structures). Maintenance operations will occur outside of City of Las Vegas limits.

The Project will be located predominantly under City of Las Vegas right-of-way with some daylighting areas and/or underground crossings at private properties. As the owner of the parcels listed in Exhibit A (herein referred to as the Property), this letter hereby acknowledges TBC's intent to build a portion of the Project on the Property and authorizes TBC to include the Property in the associated Special Use Permit.

Sincerely,

Jonathan Jossel
Chief Executive Officer
Plaza Hotel & Casino

RECEIVED
11/04/2020
ITEM 30

Exhibit A – Authorized Parcels

APN#	Ownership	Address	Zoning
13934101006	T-U P R L L C	1 S MAIN ST	C-2
13934101007	T-U P R L L C	1 S MAIN ST	C-2
13934101008	T-U P R L L C	200 S MAIN ST	M
13934101009	T-U P R II L L C	222 S MAIN ST	M
13934201003	T-U P R II L L C	222 S MAIN ST	C-M
13934201016	T-U P R II L L C	222 S MAIN ST	M
13934201007	T-U P R II L L C	222 S MAIN ST	C-M

State of Nevada
County of Clark

This instrument was acknowledged before me on 9/17/2020
by Jonathan Jossel

Melissa May

MELISSA MAY
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 06-19-23
Certificate No: 15-2482-1

RECEIVED
11/04/2020
ITEM 30

City of Las Vegas

AGENDA MEMO - PLANNING

PLANNING COMMISSION MEETING DATE: NOVEMBER 10, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: TBC - THE BORING COMPANY - OWNER: THE CITY OF LAS VEGAS, ET AL

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0204-SUP1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 52

NOTICES MAILED News Paper Notification Only

PROTESTS 0

APPROVALS 0

** STAFF REPORT **

PROJECT DESCRIPTION

The request is for a Monorail use generally located beneath the right-of-way of Las Vegas Boulevard from Sahara Avenue to Ogden Avenue, Ogden Avenue from Las Vegas Boulevard to Main Street, and Main Street from Ogden to Las Vegas Boulevard.

ISSUES

- The proposed underground transportation system is part of a larger network that will connect downtown Las Vegas with the greater resort corridor (the Strip) and McCarren International Airport. The portion of the system within the Las Vegas city limits is approximately 4.6 miles in length.
- The Monorail use as defined by Title 19.12 specifies that the systems used to transport passengers are not technology specific. The proposed underground transportation system has been classified as a Monorail use.
- A waiver has been requested to allow entitlement consideration prior to the approval of required license or operational agreements. Staff recommends approval of the request.
- The applicant has requested a Special Use Permit for a Monorail use. Staff recommends approval of the request.

ANALYSIS

This Special Use Permit application was submitted by the applicant as part of its proposed Vegas Loop project. The proposal is part of a larger underground transportation system that will connect downtown Las Vegas with the greater resort corridor (the Strip) and McCarran Airport. Within the City of Las Vegas limits, the project includes one northbound tunnel that travels north on Las Vegas Boulevard from Sahara Avenue, continues north on Main Street, transitions east on Ogden Avenue, before continuing as a southbound tunnel on Las Vegas Boulevard out of the City limits toward the greater resort corridor. It is expected that fare-paying passengers will be transported underground between various destinations in autonomous electric vehicles.

The project is approximately 4.6 miles long within the City of Las Vegas, and is located predominantly under City of Las Vegas right-of-way. There are several encroachments under private property, and letters of support have been received from all affected property owners. A station plan was provided; however, all station locations are conceptual and final locations will be determined in the future. The general concepts for the station types include above ground, subsurface and open-air station types. Stations will be subject to the appropriate design review prior to permitting and construction.

The Monorail use is permitted with the approval of a Special Use Permit within all zoning districts with the exception of the R-TH (Single-Family Attached) district. There are no R-TH (Single-Family Attached) zoning districts in conflict with the proposed transportation system.

The Monorail use is defined as "A nontechnology specific system used to transport passengers, including any system on a fixed land route installed and operated on an extensive fixed guideway or rail, and including a monorail as defined in NRS Chapter 705. This use does not include a system to transport passengers between two end-points with no intermediate stops, or a monorail that functions only as a part of a theme park or permanent exhibition under LVMC Chapter 6.81." The Monorail use specifies that the system used to transport passengers is not technology specific; therefore, the proposed underground tunnel network meets the intent of the Monorail use.

The Minimum Special Use Permit Requirements for this use include:

1. A Special Use Permit may be approved only in conjunction with the approval of necessary licensing for the monorail and the approval of an agreement to authorize the operation of the monorail system with the City.

   A Waiver has been requested to allow entitlement consideration prior to the approval of required license and operational agreements. All required licenses and agreements will be finalized prior to the issuance of permits for construction

2. Conditions may be imposed upon associated passenger terminals, power propulsion systems, parking lots, maintenance facilities and other accessory land and buildings that are referred to in the application.

   It is acknowledged that conditions may be imposed upon passenger terminals, power propulsion systems, parking lots, maintenance facilities and other accessory land and buildings that are referred to in this application.

3. Accessory commercial uses may be permitted in conjunction with the system if they are specified in the application.

No accessory commercial uses have been requested as a part of this application.

4. Structures shall be designed to be architecturally compatible with existing buildings and structures in the vicinity of the system. Structures associated with the system may be permitted at heights greater than otherwise permitted by this Title if the heights are specified in the application.

   Future stations will be subject to an appropriate design review per Title 19.16 to ensure that all future above ground structures will be architecturally compatible with existing buildings and structures in the vicinity of the system.

5. Site development standards otherwise applicable, such as yard setbacks, building separation or location requirements, may be reduced or eliminated in connection with the approval of a Special Use Permit.

   It is acknowledged that site development standards may be reduced or eliminated in connection with the approval of this Special Use Permit.

6. Ground level equipment, power propulsion systems and maintenance facilities shall be screened from streets and residential development with a decorative block wall not to exceed 10 feet in height; landscaping sufficient to screen the equipment, systems and facilities; or a combination thereof, as required in connection with the approval of a Special Use Permit. If the height of the block wall exceeds 6 feet, a notarized letter of approval must be obtained from the owner of any adjacent property that has been developed.

   Future stations will be subject to an appropriate design review per Title 19.16 to ensure that all ground level equipment is properly screened from view.

7. Advertising signs are permitted only in accordance with the applicable requirements of this Title or as permitted in agreement with the City to authorize the operation of the monorail system.

   It is acknowledged that advertising signs are permitted only in accordance with the applicable requirements of Title 19 or as permitted in agreement with the City to authorize the operation of the transportation system.

8. Approval of a Special Use Permit shall not be deemed to give the monorail system the right to use the property of any person without that person's consent or to compel the City to use its power of eminent domain to acquire property for the system.

It is acknowledged that the approval of the Special Use Permit does not give the transportation system the right to use the property of any person without that person's consent or to compel the City to use its power of eminent domain to acquire property for the system.

FINDINGS (20-0204-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The transportation system will be located below ground, and therefore can be conducted in a manner that is harmonious and compatible with existing land uses. Future stations will be subject to design review to ensure that that they are compatible with surrounding land uses.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The land over the proposed tunnel route is physically suitable for the intensity of the proposed underground transportation system.

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 existing street and highway facilities are adequate in size to meet the requirements of the proposed underground transportation system.

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 the Special Use Permit will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan. In addition, Goal 4 of the 2045 Downtown Master Plan encourages the implementation of transportation systems that can move people with higher efficiency and lower economic and environmental costs.

5. The use meets all of the applicable conditions per Title 19.12.

The approval of the requested waiver, the use meets all of the applicable conditions per Title 19.12.

BACKGROUND INFORMATION

Pre-Application Meeting	
09/15/20	A pre-application meeting was held and issues discussed included Special Use Permit submittal requirements. While not required by code, it was recommend that the applicant conduct public outreach to inform residents within the project area.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Master and Neighborhood Plan Areas	***Compliance***
2045 Downtown Master Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District	Y
DC-O (Downtown Casino Overlay) District	Y
DTLV-O (Downtown Las Vegas Overlay) District	Y
LW-O (Live/Work 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	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	Y
Project of Regional Significance	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
A Special Use Permit may be approved only in conjunction with the approval of necessary licensing for the monorail and the approval of an agreement to authorize the operation of the monorail system with the City.	To allow entitlement consideration prior to the approval of required license and operational agreements.	Approval

Plaza

HOTEL • CASINO • BINGO

Mr. Robert Summerfield
Mr. Fred Solis
City of Las Vegas, Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RECEIVED
NOV 05 2020
Dept of Planning
City of Las Vegas

Re: Letter in Support of Vegas Loop Project
App. No. 20-0204

Dear Mr. Summerfield and Mr. Solis:

The Plaza Hotel is writing to express its support for the proposed Vegas Loop underground tunnel transportation system to downtown Las Vegas and throughout the resort corridor. The Vegas Loop system will facilitate swift transportation between key Las Vegas destinations, and the innovative, state-of-the-art new technology used in the Loop system will itself be an attraction for visitors and residents alike. Downtown Las Vegas will especially benefit from the construction of Vegas Loop because of the increased connectivity to other Vegas destinations, as well as the growth in tourism and workforce mobility.

Thank you for your consideration.

Best,

Jonathan Jossel
CEO
Plaza Hotel

Submitted after final agenda

Mr. Robert Summerfield
Mr. Fred Solis
City of Las Vegas, Department of Planning
333 North Rancho Drive
Las Vegas, NV 89106

RECEIVED
NOV 05 2020
Dept of Planning
City of Las Vegas

Re: FSE Letter on Vegas Loop Project
App. No. 20-0204

Dear Mr. Summerfield and Mr. Solis:

Fremont Street Experience wishes to express its support for the proposed Vegas Loop high-speed underground public tunnel transportation system to Downtown Las Vegas. We have been informed that the innovative subsurface transportation concept will be fast, quiet and safe to transport locals and tourists between Downtown Las Vegas and various key destinations including the Las Vegas Convention Center, McCarran International Airport, Allegiant Stadium and resort districts. We are proud of the recent investments in Downtown Las Vegas and are enthusiastic for projects that will showcase our community to millions of visitors each year.

Sincerely,

Andrew Gay Simon

Andrew Simon
President & CEO
Fremont Street Experience

30A

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
86

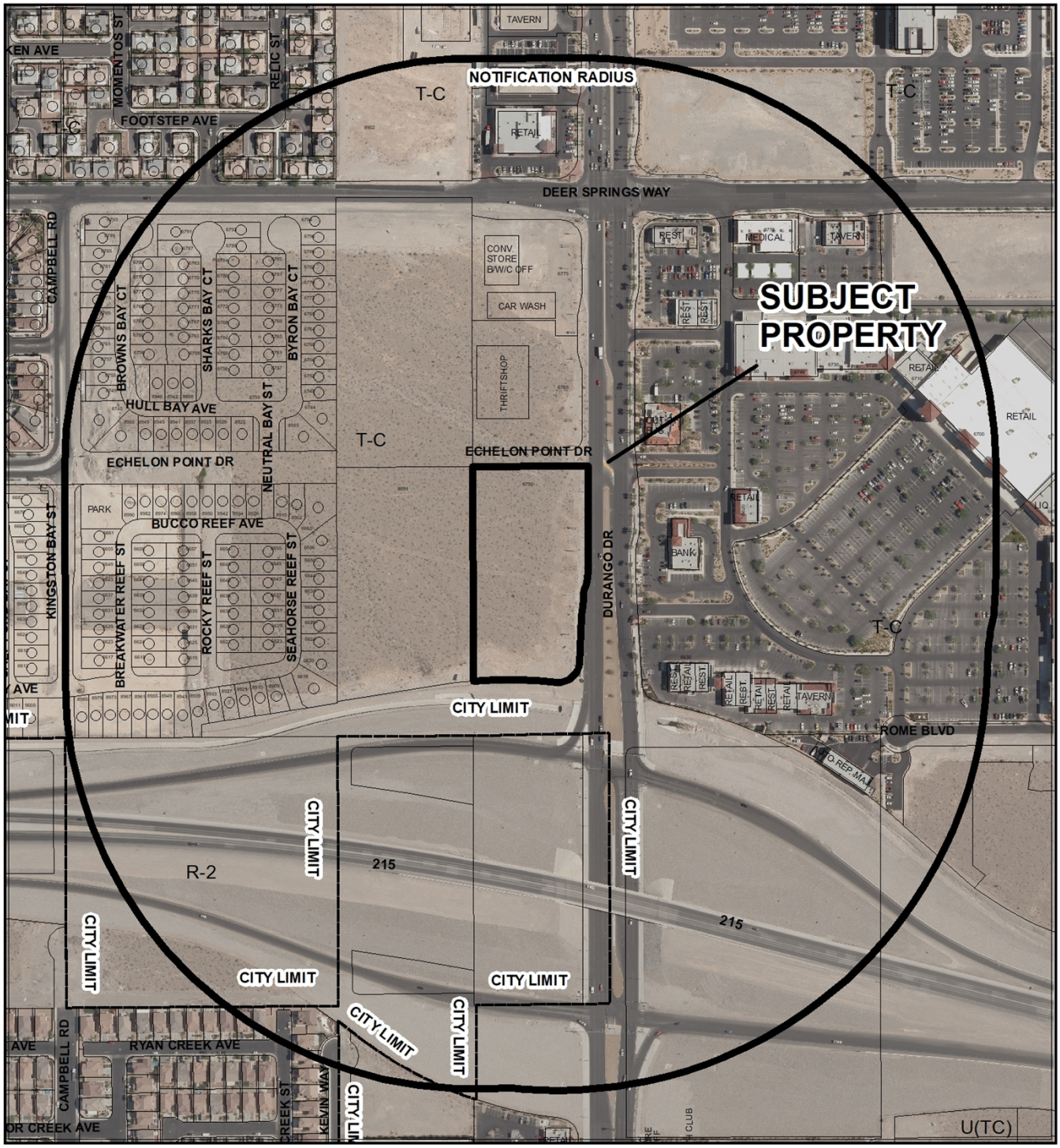
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0205 - PUBLIC HEARING - APPLICANT: S.T. ENTERPRISES, LLC - OWNER: MDM PROPERTIES, LLC - For possible action on the following Land Use Entitlement project requests on 3.34 acres at 6755 North Durango Drive (APN 125-20-301-019), Ward 6 (Fiore). Staff recommends DENIAL on 20-0205-SDR1 while the Planning Commission (6-0 vote) recommends APPROVAL. The Planning Commission (6-0 vote) and Staff recommend APPROVAL on 20-0205-MOD1, 20-0205-ZON1 and 20-0205-VAC1.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL on 20-0205-SDR1 while the Planning Commission (6-0 vote) recommends APPROVAL.
The Planning Commission (6-0 vote) and Staff recommend APPROVAL on 20-0205-MOD1, 20-0205-ZON1 and 20-0205-VAC1, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps for 20-0205-ZON1, 20-0205-MOD1 and 20-0205-SDR1
2. Location and Aerial Maps for 20-0205-VAC1
3. Land Use Map for 20-0205-ZON1
4. Land Use Map for 20-0205-MOD1
5. Conditions and Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. Traffic Notes Submitted by the City of Las Vegas Department of Public Works Traffic Engineering Division for 20-0205-SDR1
10. Submitted after Final Agenda - Protest Postcard
11. Backup Submitted for the November 10, 2020 Planning Commission Meeting

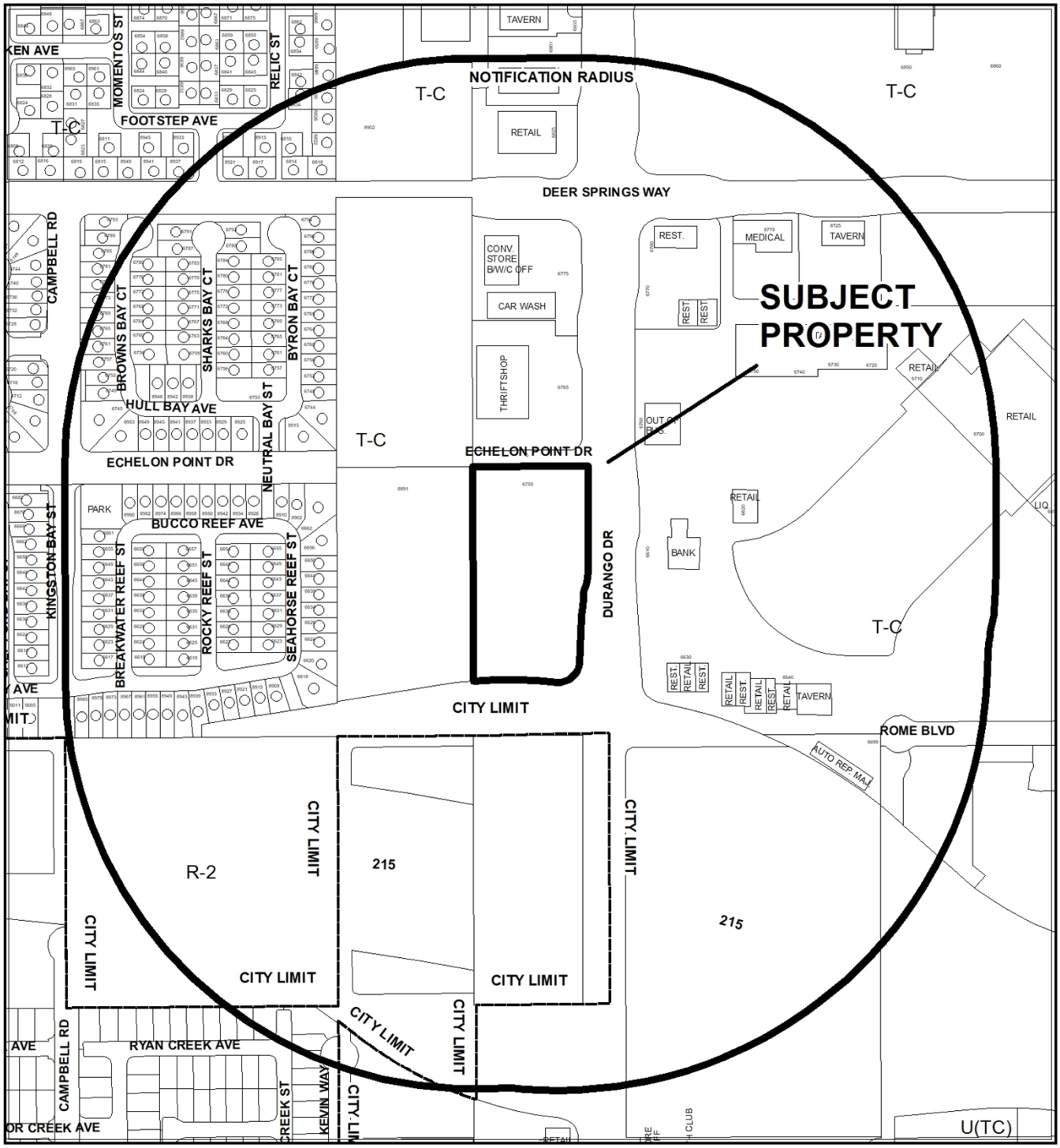


CASE: 20-0205

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: UC-TC (URBAN CENTER MIXED USE - TOWN CENTER)

PROPOSED ZONING OF SUBJECT PROPERTY: GC-TC (GENERAL COMMERCIAL - TOWN CENTER)



CASE: **20-0205**

RADIUS: 1000 FEET

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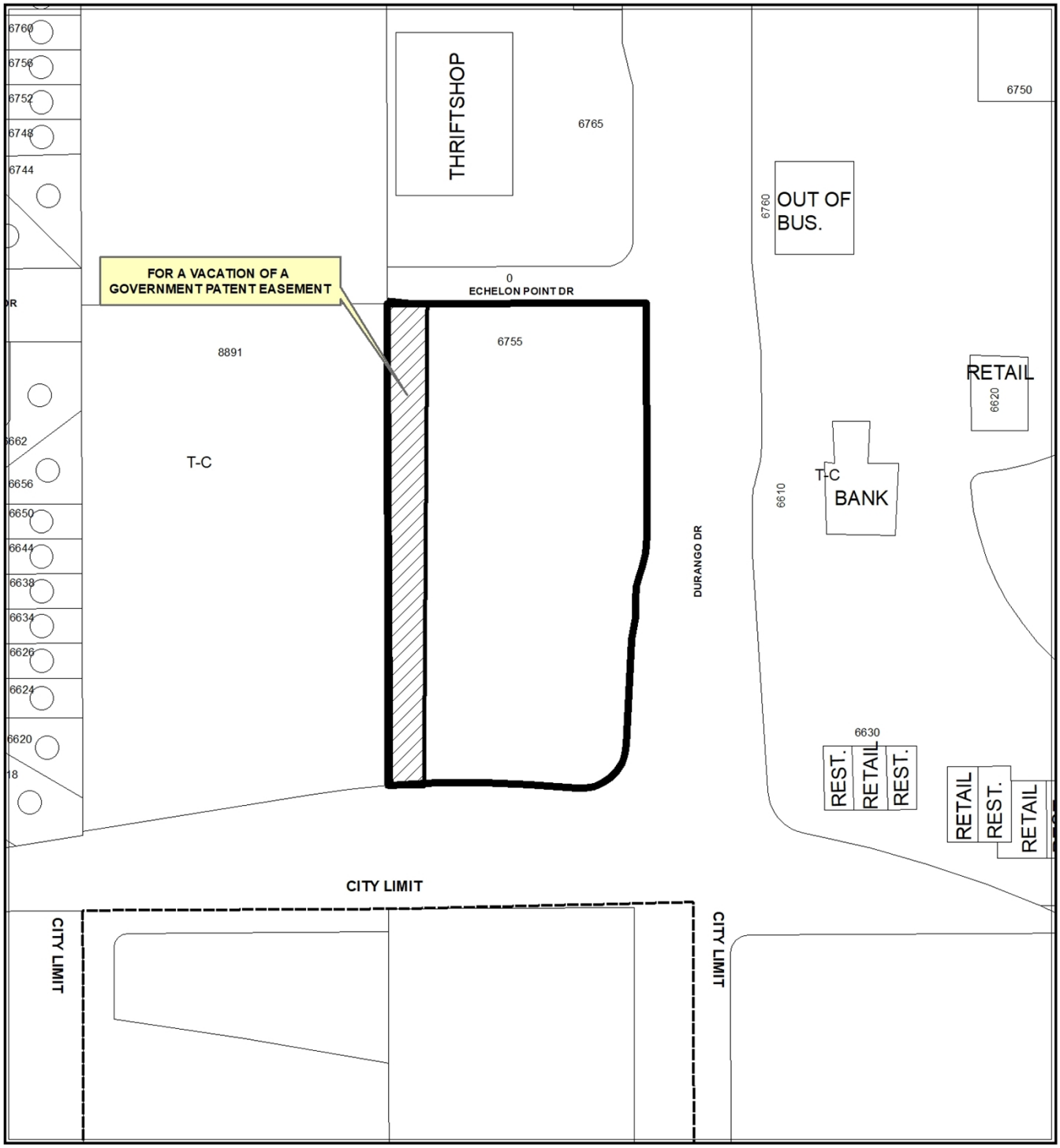

CASE: 20-0205-VAC1

0 125 250
Feet

N



CASE: 20-0205-VAC1

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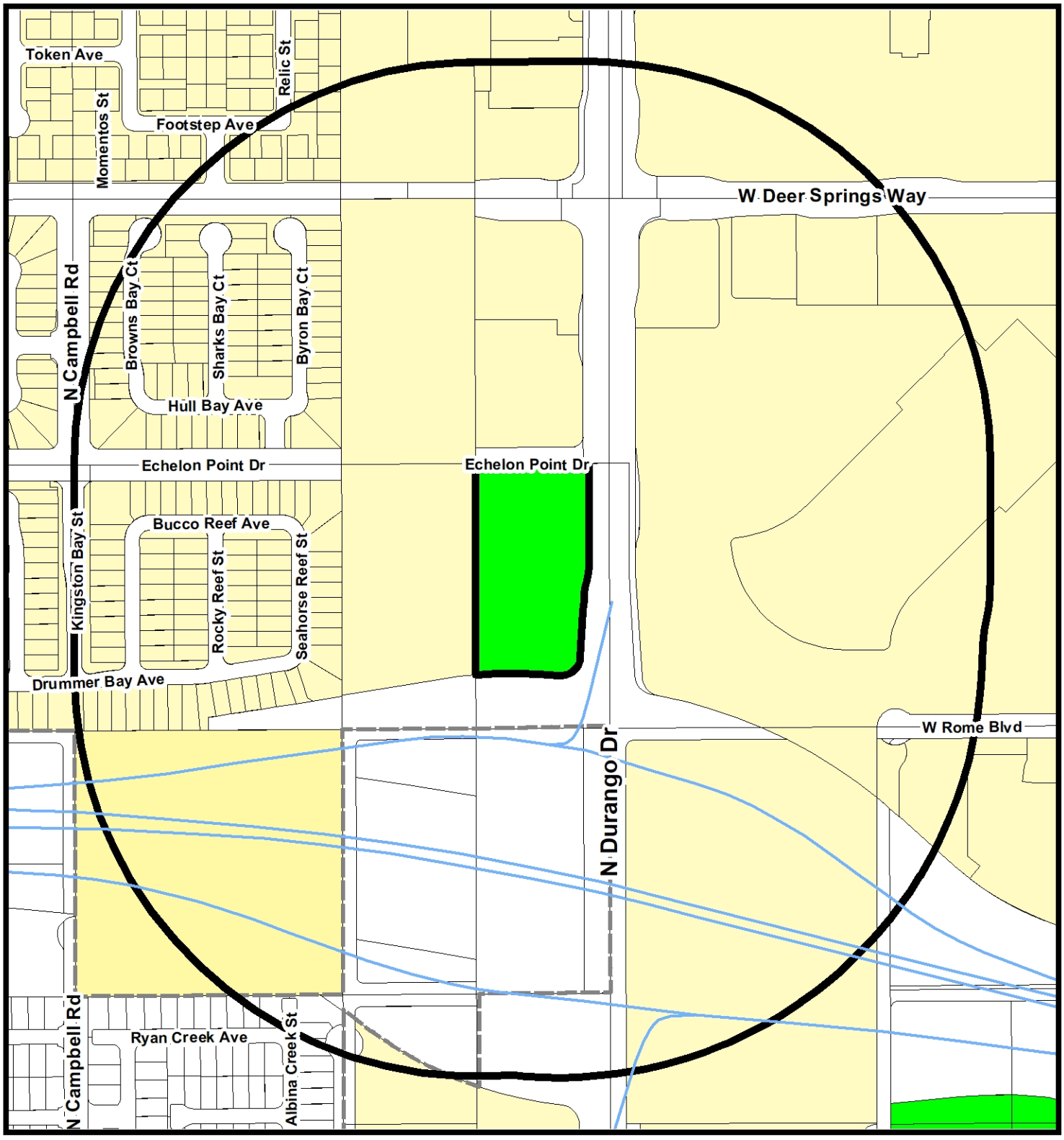
Feet

N

20-0205-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T4-C - T4 Corridor
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM: U TO: TC

Subject Property

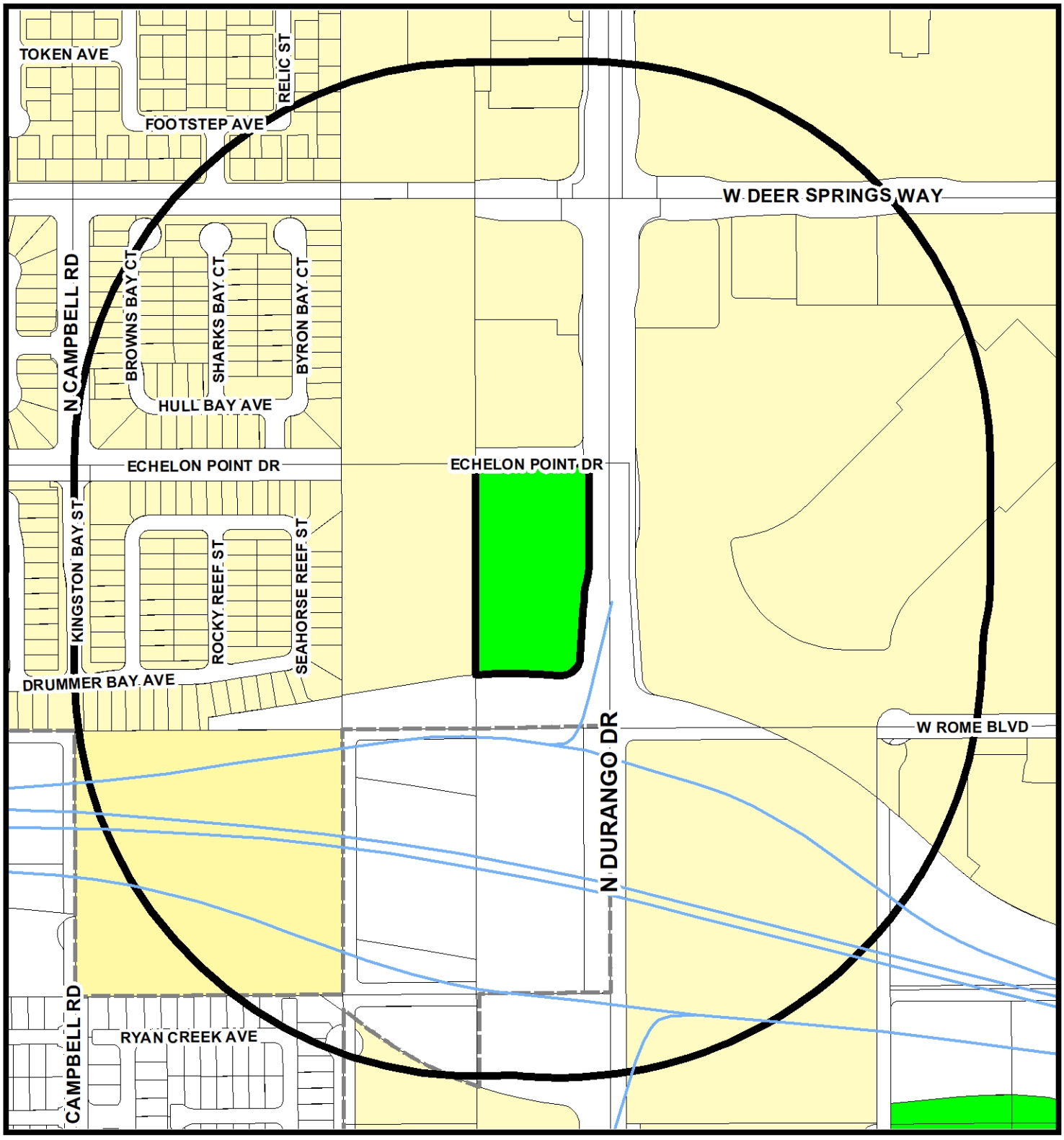
1000ft Buffer

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, October 12, 2020

20-0205-MOD1



Zoning

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- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM UC-TC TO GC-TC

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, September 24, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: S.T. ENTERPRISES, LLC - OWNER: MDM PROPERTIES, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0205-MOD1	Staff recommends APPROVAL.	
20-0205-ZON1	Staff recommends APPROVAL.	20-0205-MOD1
20-0205-VAC1	Staff recommends APPROVAL, subject to conditions:	20-0205-MOD1 20-0205-ZON1
20-0205-SDR1	Staff recommends DENIAL, if approved subject to conditions:	20-0205-MOD1 20-0205-ZON1 20-0205-VAC1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 31

NOTICES MAILED 204 (By City Clerk)

PROTESTS 1

APPROVALS 0

CS

**** CONDITIONS ****

20-0205-VAC1 CONDITIONS

1. The limits of this Petition of Vacation shall be the U.S. Government Patent Easements along the western boundary of Assessor Parcel #125-20-301-019 as shown by the legal description submitted to the City of Las Vegas date stamped September 21, 2020.

2. This Order of Relinquishment shall record prior to the issuance of any building or grading permits, the submittal of any construction drawings, or the recordation of a map, whichever may occur first.

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. All development shall be in conformance with code requirements and design standards of all City Departments.

5. The Order of Relinquishment of Interest shall not be recorded until all of the conditions of approval have been met provided, however, the conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right-of-way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way being vacated must be retained.

6. If the Order of Vacation (and/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.

20-0205-SDR1 CONDITIONS

Planning

1. Approval of and conformance to Rezoning (20-0205-ZON1), Modification (20-0205-MOD1) and Petition to Vacate (20-0205-VAC1) 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 landscape plan, date stamped 11/10/20, and site plan, building elevations, date stamped 09/21/20, except as amended by conditions herein.

4. A Waiver of LVMC Title 19.08 is hereby approved to allow a five-foot landscape buffer width along the interior property line where eight feet is required.

5. A Waiver of the Town Center Development Standards Manual is hereby approved to allow a five-foot side yard setback where 10 feet is required.

6. Waivers of LVMC Title 19.08 are hereby approved to allow zero to eight-foot landscape buffers adjacent to the right-of-way where 15 feet is required.

7. A Waiver of the Town Center Development Standards Manual is hereby approved to allow a zero percent built-to-line where 60 percent is required.

8. A Waiver of the Town Center Development Standards Manual is hereby approved to allow two parking lot islands with no tree where one 24-inch box tree is required.

9. 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.

10. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

11. Pursuant to LVMC Title 19.08.040.G for commercial and industrial properties, a perimeter wall shall be constructed adjacent to any residential zoning district or property used solely for residential purposes. The wall or fence is intended to screen the commercial or industrial activity from the residential property, and shall be of a solid decorative material that is a minimum of six feet in height measured from the side of the commercial or industrial property. In no case shall the wall or fence exceed the overall height limitation applicable to the adjacent zoning district or property unless approved through a Variance or other applicable means. The overall height of a wall or fence shall be measured from the side with the greatest vertical exposure above finished grade.

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, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

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. A Petition of Vacation, such as 20-0205-VAC1, shall record prior to the issuance of any permits for this site.

16. Dedicate 15 feet of right-of-way adjacent to this site for Durango Drive, 40-feet for Echelon Point Drive and Dedicate a 30-foot foot radius on the northwest corner of Durango Drive and Echelon Point Drive prior to the issuance of any permits.

17. Concurrent with development, construct all incomplete half-street improvements on Durango Drive and Echelon Point Drive per Town Center Development 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.

18. This site shall connect to public sewer in Echelon Point Drive, or the sewer stub provided from Durango Drive. Coordinate with the Sewer Planning Section of the Department of Public Works prior to approval of construction drawings for this site.

19. 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.

20. Submit a License Agreement for landscaping and private improvements in the Durango Drive and Echelon Point Drive public rights-of-way, if any, prior to the issuance of permits for these improvements. The applicant must carry an insurance policy for the term of the License Agreement and add the City of Las Vegas as an additionally insured entity on this insurance policy. If requested by the City, the applicant shall remove property within the public right-of-way at the applicant's expense pursuant to the terms of the City's License Agreement. The installation and maintenance of all private improvements in the public right of way shall be the responsibility of the applicant and any successors in interest to the property and assigns pursuant to the terms of the License Agreement. Coordinate all requirements for the License Agreement with the Land Development Section of the Department of Building and Safety (702.229.4836).

21. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a request for a proposed 5,416 square-foot car wash development at 6755 North Durango Drive.

ISSUES

- Rezoning (20-0205-ZON) is requested to rezone the subject property from U (Undeveloped) [TC (Town Center) General Plan Designation] to T-C (Town Center). Staff supports the request.
- Major Modification (20-0205-MOD) is requested to modify the Town Center Land Use Plan from UC-TC (Urban Center Mixed Use - Town Center) to GC-TC (General Commercial - Town Center). Staff supports the request.
- The Car Wash, Full Service or Auto Detailing use is permitted in the GC-TC (General Commercial - Town Center) district with the approval of a Conditional Use Permit.
- Vacation (20-0205-VAC) petition is requested to vacate a government patent easement at the subject site. Staff supports the request.
- A Waiver is requested to allow a five-foot side yard setback where 10 feet is required. Staff does not support the request.
- A Waiver is requested to allow a zero percent built-to-line where 60 percent is required. Staff does not support the request.
- A Waiver is requested to allow a five-foot landscape buffer width along the interior property line where eight feet is required. Staff does not support the request.
- Waivers are requested to allow zero to eight-foot landscape buffers adjacent to the right-of-way where 15 feet is required. Staff does not support the request.
- A Waiver is requested to allow two parking lot islands with no tree where one 24-inch box tree is required. Staff does not support the request.
- Code Enforcement Case (#CE20-02857) was opened on 05/18/20 for political signs and new home builder signs along the edge of the vacant land at 6755 North Durango Drive. The case remains open.

ANALYSIS

The subject undeveloped site is zoned U (Undeveloped) [TC (Town Center)] with a UC-TC (Urban Center Mixed Use - Town Center) special land use designation. It is subject to Town Center and Title 19 development standards. The applicant proposes to rezone the property to T-C (Town Center) and to modify the Town Center Land Use Plan from UC-TC (Urban Center Mixed Use - Town Center) to GC-TC (General Commercial - Town Center) in order to allow a 5,416 square-foot Full Service Car Wash development. The lot is predominantly surrounded by commercial uses to the north and east. It abuts a future multi-family residential development to the west and the Clark County 215 Freeway to the south.

While the Town Center Development Standards Manual does not offer a definition for the proposed use, Title 19 defines the Car Wash, Full Service or Auto Detailing use as, “An establishment that provides for the washing, cleaning, waxing or detailing of passenger vehicles, either by means of employees or by means of automated or semi-automated methods of cleaning, or by a combination thereof.” It is permitted as a Conditional Use in the GC-TC (General Commercial - Town Center) land use designation.

Minimum Conditional Use Regulations:

1. Each wash bay shall have a stacking lane that will accommodate at least 6 cars.

   This requirement is met as the submitted site plan depicts stacking lanes that can accommodate more than six cars.

The proposed development will only occupy the western portion of the undeveloped parcel. The submitted plans depict a 5,416 square-foot car wash building. There are no development plans for the eastern portion of the lot at this time. The site can be accessed from Durango Drive and Echelon Point Drive. A total of 42 parking spaces are provided where three are required, including 24 canopy-covered vacuum bays. As the entire lot is not being developed at this time, the applicant requests Waivers for portions of the required landscape buffer areas. A Waiver is also requested to allow a five-foot side yard setback where 10 feet is required. This setback area abuts a future multi-family residential development. Staff does not support the requests.

The submitted elevation plans depict a single-story building with a car wash tunnel. The maximum height of the structure is 35 feet. The proposed building features brick, metal and alucobond materials in neutral tones. The Town Center Development Standards Manual calls out specific design standards for the subject area. An articulated roof line or cornice is to be designed as a major feature at or near the top of all building walls. The use of a variety of materials, including brick, stone and imitation stone, on all exterior surfaces is encouraged. The applicant adheres to these requirements. Signage will be reviewed at the time of building permit submission.

Within Town Center, a minimum of 20 percent of the gross property area proposed to be developed shall consist of any combination of open space, recreation facilities, multi-purpose trails, pedestrian and bikeway facilities, other common community facilities and landscaped areas in public rights-of-way. This includes open-air courtyards, plazas, open space, patios and gathering places; and public amenities such as fountains, arbors, arcades, cloisters and landscaped corridors, paths or lanes. A combination of such features together with the parking lot landscaping, landscaped areas, buffers and landscaping in setback areas satisfies the 20 percent open space requirement for Town Center. The proposed development adheres to this requirement as 23.2 percent of open space is provided.

Per the City Traffic Engineering Division, this project will add approximately 961 trips per day on Echelon Point Drive, Deer Springs Way and Durango Drive. Currently, Echelon Point is at about four percent of capacity, Deer Springs is at about 40 percent of capacity and Durango is at about 61 percent of capacity. With this project, Echelon Point is expected to be at about 10 percent of capacity, Deer Springs to be at about 44 percent of capacity and Durango to be at about 63 percent of capacity. Based on Peak Hour use, this development will add into the area roughly 77 additional peak hour trips, or about five every four minutes.

The proposed T-C (Town Center) zoning designation conforms to the existing TC (Town Center) general plan designation. The proposed GC-TC (General Commercial – Town Center) special land use designation allows uses such as a car wash, general retail, service, office and other general business uses of a more intense commercial character. These uses will normally require a Special Use Permit and will commonly include limited outdoor display of product and lights or other characteristics that are compatible with the existing commercial development in the surrounding area. Staff supports both requests.

As the associated Waiver requests of landscaping and setback requirements are self-imposed hardships, staff recommends denial of the Site Development Plan Review. If approved, it will be subject to conditions.

FINDINGS (20-0205-MOD1)

Staff recommends of approval of the Modification request as the proposed GC-TC (General Commercial – Town Center) special land use designation is compatible with the existing development in the surrounding area.

FINDINGS (20-0205-ZON1)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   The proposed T-C (Town Center) zoning designation conforms to the existing TC (Town Center) 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 T-C (Town Center) zoning district are compatible with the existing development in the surrounding area.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   A commercial use such as a car wash is appropriate community service for the currently undeveloped site.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

   The site is accessed from Durango Drive, a 130-foot Town Center Parkway and Echelon Point Drive, an 80-foot Collector Street as defined by the Town Center Development Standards Manual are both adequate in size to service commercial uses.

FINDINGS (20-0205-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed development is not compatible with the adjacent development in the area due to the requested setback and landscape Waivers.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   Waivers of have been requested to allow a reduction in landscaping and setback requirements.

3. **Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;**

   Site access and circulation will not negatively impact the surrounding area.

4. **Building and landscape materials are appropriate for the area and for the City;**

   The proposed building and landscape materials are appropriate for this area of the city.

5. **Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;**

   The proposed building elevations adhere to the Town Center Development Standards Manual and are not unsightly or obnoxious in appearance.

6. **Appropriate measures are taken to secure and protect the public health, safety and general welfare.**

   If approved, the proposed development will be subject to building permit/inspection review, thereby protecting the public health, safety and general welfare.

FINDINGS (20-0205-VAC1)

Staff has no objection to 20-0205-VAC1 to relinquish the City's interests in U.S. Government Patent Reservations generally located west of Durango Drive, south of Echelon Point Drive. This Vacation request should be sent to all the utilities however, as no right of way is proposed to be vacated, and thus no franchise rights are involved, it is not necessary to wait for responses from any of the public utilities or other parties interested in preserving a right in this patent easement. Since only City interests are involved; any utility company's interests will need to be addressed with each respective utility company and will not be affected by the City relinquishing its interest.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
10/24/02	The Planning Commission approved Annexation (A-0038-02) Petition to annex undeveloped property located in various parts of the city under the provisions of NRS 268.597 No. 1(b) containing approximately 495 acres.
05/18/20	Code Enforcement opened Case (#CE20-02857) for political signs and new home builder signs along the edge of the vacant land at 6755 North Durango Drive. The case remains open.
11/10/20	The Planning Commission unanimously voted to recommend APPROVAL on the following Land Use Entitlement project (20-0205) requests on 3.34 acres at 6755 North Durango Drive (APN 125-20-301-019), Ward 6 (Fiore). • **20-0205-ZON1** - FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER). • **20-0205-MOD1** - for a Major Modification of the Town Center Land Use Plan FROM: UC-TC (URBAN CENTER MIXED USE - TOWN CENTER) TO: GC-TC (GENERAL COMMERCIAL - TOWN CENTER). • **20-0205-VAC1** - FOR A VACATION OF A GOVERNMENT PATENT EASEMENT. • **20-0205-SDR1** - FOR A 5,416 SQUARE-FOOT CAR WASH DEVELOPMENT WITH WAIVERS OF TOWN CENTER DEVELOPMENT STANDARDS.

Most Recent Change of Ownership	
03/19/18	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits/business licenses of note.

Pre-Application Meeting	
09/15/20	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Car Wash development.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/30/20	Staff conducted a routine field check and found an undeveloped lot with several political signs adjacent to the right-of-way.

Details of Application Request	
Site Area	
Net Acres	3.34

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	TC (Town Center)	T-C (Town Center)
North	General Retail, Other than Listed	TC (Town Center)	T-C (Town Center)
South	Town Center Beltway Trail	Town Center Beltway Trail	Town Center Beltway Trail
East	Shopping Center	TC (Town Center)	T-C (Town Center)
West	Undeveloped	TC (Town Center)	T-C (Town Center)

Master and Neighborhood Plan Areas	Compliance
Town Center	Y
Special Area and Overlay Districts	***Compliance***
T-C (Town Center) District	Y
Other Plans or Special Requirements	***Compliance***
Trails (Town Center)	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 and the Town Center Development Standards Manual, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Setbacks			
• Front	0 Feet	324 Feet	N*
• Side	10 Feet	5 Feet	N*
• Corner	15 Feet	220 Feet	Y
• Rear	20 Feet	48 Feet	Y
Max. Building Height	7 Stories	1story	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

*Waivers are requested regarding the required setbacks.

Pursuant to Title 19 and the Town Center Development Standards Manual, the following standards apply:

Landscaping and Open Space Standards				
Standards	*Required*		*Provided*	*Compliance*
	Ratio	*Trees*		
Buffer Trees:				
• North	1 Tree / 20 Linear Feet	14 Trees	0 Trees	N*
• South	1 Tree / 30 Linear Feet	9 Trees	1 Trees	N*
• East	1 Tree / 20 Linear Feet	25 Trees	0 Trees	N*
• West	1 Tree / 20 Linear Feet	27 Trees	1 Trees	N*
TOTAL PERIMETER TREES		**75 Trees**	**2 Trees**	**N***
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	9 Trees	8 Trees	N*
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	15 Feet		0 Feet	N*
• South	15 Feet		8 Feet	N*
• East	15 Feet		0 Feet	N*
• West	8 Feet		5 Feet	N*
Wall Height	6 to 8 Feet Adjacent to Residential		6-Foot Wall	Y

*The applicant has requested Waivers of landscape buffer and island requirements.

Town Center Streetscape Standards:

Streetscape Standards	***Required***	***Provided***	***Compliance***
Durango Drive	Two palm trees and one shade tree to alternate every 35 feet on center.	Two palm trees and one shade tree to alternate every 35 feet on center.	Y
Echelon Point Drive	Large canopy street trees every 30 feet on center.	Large canopy street trees every 30 feet on center.	Y

Open Space – Town Center					
Total Site Acreage	***Required***		***Provided***		***Compliance***
	Percent	***Area***	***Percent***	***Area***	
46,322 SF	20%	9,264 SF	23.2%	10,730 SF	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Durango Drive	Town Center Parkway	Town Center Development Standards Manual	130	Y
Echelon Point Drive	Town Center Collector	Town Center Development Standards Manual	80	N*
Clark County 215	Expressway	Master Plan of Streets and Highways	150+	Y

**If approved, half street improvements will be required for right-of-way adjacent to the subject site.*

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	
Car Wash, Full Service or Auto Detailing	335 SF	1:150 SF	3				
TOTAL SPACES REQUIRED			3		42		Y
Regular and Handicap Spaces Required			2	1	40	2	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
60% built-to-line requirement.	To allow a zero percent built-to-line.	Denial
Provide 15-foot wide landscape buffers adjacent to the right-of-way	To allow a zero to eight-foot wide landscape buffers adjacent to the right-of-way	Denial
Provide eight-foot along interior property lines	To allow a five-foot landscape buffer	Denial
Provide ten-foot side yard setback	To allow a five-foot side yard setback	Denial
Provide one 24-inch box tree for parking lot islands	To allow two parking lot islands without a tree	Denial

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

20-0205 09/21/2020

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Zone Change, Major Mod and SDR for car wash

Project Address (Location) SWC Echelon Point Drive and Durango Drive

Project Name Wow Car Wash **Proposed Use** Car Wash

Assessor's Parcel #(s) 125-20-301-019 **Ward #** 6

General Plan: Existing UC-TC Proposed GC-TC **Zoning:** Existing Undeveloped Proposed T-C

Additional Information Zone change and modification to Town Center Master Plan, special use permit and site development plan review to allow for a car wash on the western portion of the site

Property Owner MDM Properties, LLC Contact

Address PO Box 8077 City Fremont State CA Zip 94537

E-mail Phone

Applicant S.T. Enterprises, LLC Contact Todd Bender

Address 755 E. Yosemite Ave. Suite J City Merced State CA Zip 95340

E-mail tbender@wowwash.com Phone 209-383-1211

Representative Kaempfer Crowell Contact Liz Olson

Address 1980 Festival Plaza Drive, Suite 650 City Las Vegas State NV Zip 89135

E-mail eolson@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 MDM Properties LLC

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Steve Trettin, Member/Manager

Subscribed and sworn before me

This 21st day of Sept, 20 20

Viki Raab

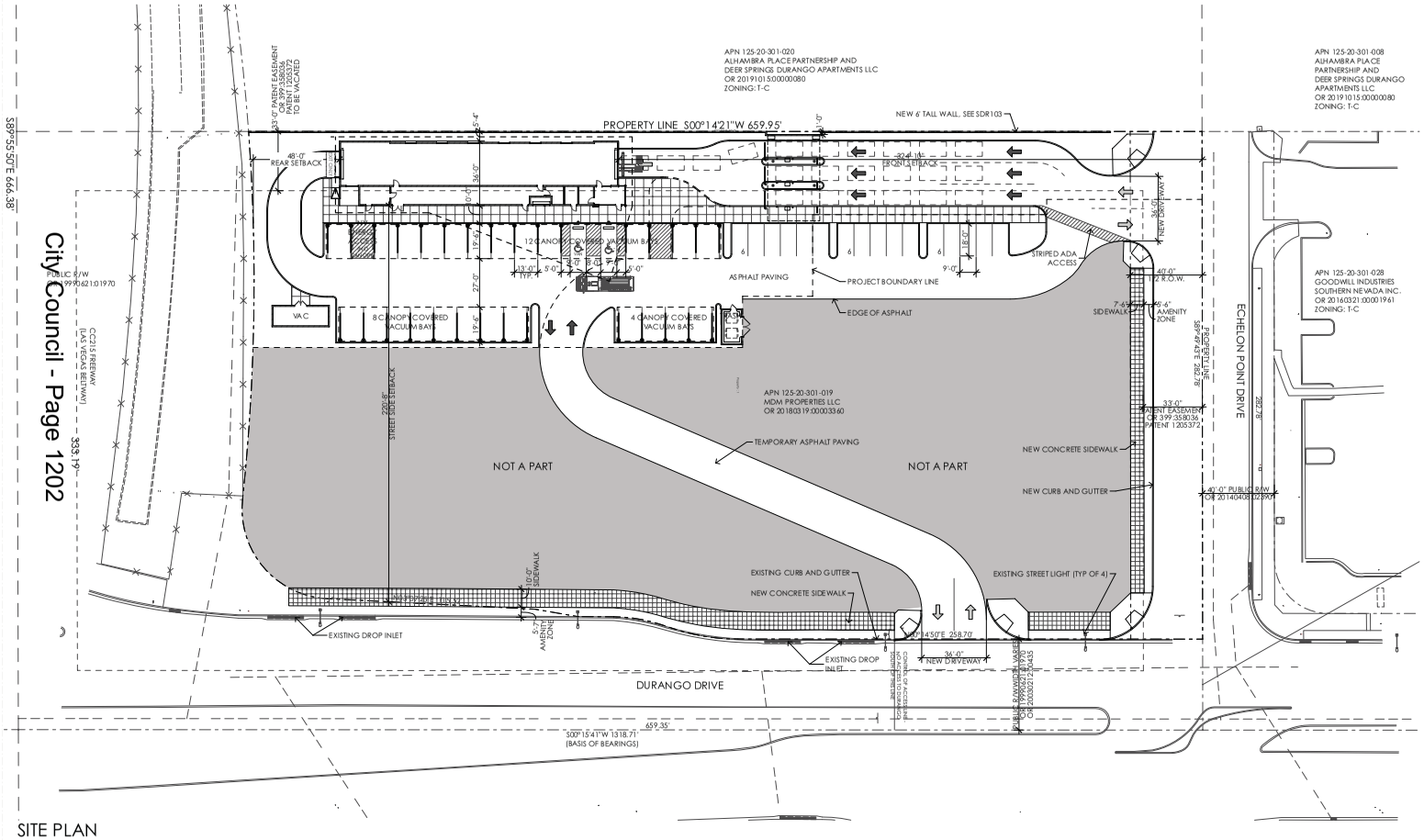
Notary Public in and for said County and State

State of Calif, County of Alameda

VIKI RAAB
Notary Public - California
Alameda County
Commission # 2156312
My Comm. Expires Jun 12, 2020

The notary commission extended pursuant to Executive Order N-63-20

20-0205
09/21/2020

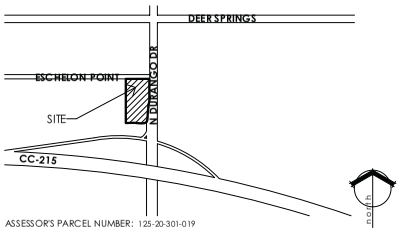


SITE PLAN

SCALE: 1" = 30'



VICINITY MAP



ASSESSOR'S PARCEL NUMBER: 125-20-301-019

LOCATION MAP

Site and Project Information

SITE DATA

PARCEL NUMBER	125-20-301-019
JURISDICTION	CITY OF LAS VEGAS - 89149
EXISTING ZONING PROPOSED ZONING	TC - UNDEVELOPED GC-TC - GENERAL COMMERCIAL
PROPOSED USE	CAR WASH (ATTENDED)
SITE AREA (TOTAL) CAR WASH	145,264 SF 3.34 ACRES 46,322 SF 1.06 ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	0'-0"	324'-10"
INTERIOR SIDE	10'-0"	5'-4"
CORNER SIDE YARD	15'-0"	220'-8"
REAR	20'-0"	48'-0"

MAX HEIGHT ACTUAL HEIGHT	35'-0" 35'-0"
LOT COVERAGE ALLOWED ACTUAL LOT COVERAGE	50% 3%

BUILDING INFORMATION

CODE	2018 IBC W/ CITY OF LAS VEGAS AMENDMENTS
CONSTRUCTION TYPE	V-B (NON-RATED)
OCCUPANCY	B
FIRE SPRINKLERS PROVIDED	NO
BUILDING AREAS: CAR WASH	5,416 SF

PARKING AREA

BUILDING AREA	REQUIRED PARKING	PROVIDED
OFFICE AREA	353 SF @ 1:150 = 3	
STANDARD PARKING SPACES PROVIDED		40
HANDICAPPED SPACES PROVIDED		2
TOTAL PARKING PROVIDED		42

20-0205
09/21/2020

WOW Car Wash - North Durango

Site Development Review

6755 North Durango
Las Vegas, Nevada 89149

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aptus
241 W. Charleston Blvd.
Suite 143
Las Vegas, Nevada 89102
P 702.839.1200
F 702.839.1213

0' 15' 30' 60' north

City of Las Vegas SDR 9.21.20

SITE PLAN

SDR100

117.037.5 WOW Car Wash - North Durango

City Council - Page 1202

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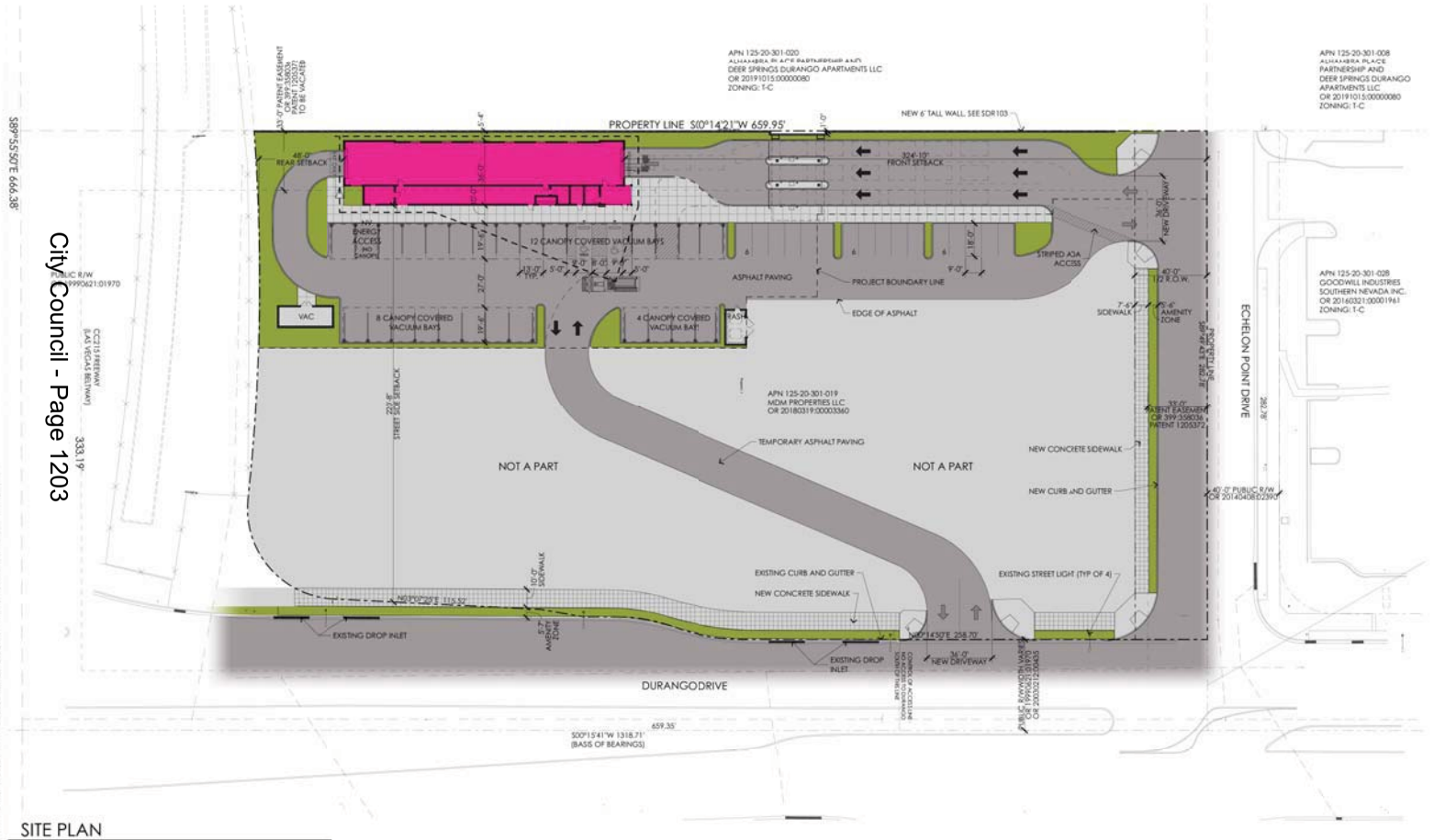
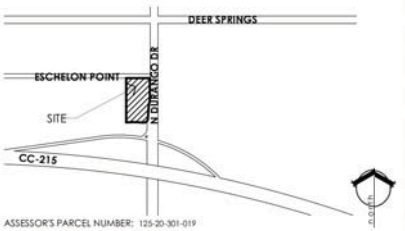


SITE PLAN

SCALE: 1" = 30'



VICINITY MAP



ASSESSOR'S PARCEL NUMBER: 125-20-301-019

LOCATION MAP

Site and Project Information

SITE DATA

PARCEL NUMBER	125-20-301019
JURISDICTION	CITY OF LAS VEGAS - 8149
EXISTING ZONING	TC - UNDEVELOPED
PROPOSED ZONING	GC-TC - GENERAL COMMERCIAL
PROPOSED USE	CAR WASH (ATTENDED)
SITE AREA (TOTAL)	145,264 SF
	3.34 ACRES
CARWASH	46,302 SF
	1.06 ACRES

SETBACKS - (BUILDING)

	REQ'D	PROVIDED
FRONT	0'-0"	324'-10"
INTERIOR SIDE	10'-0"	5'-4"
CORNER SIDE YARD	15'-0"	220'-8"
REAR	20'-0"	48'-0"

MAX HEIGHT	5'-0"
ACTUAL HEIGHT	5'-0"
LOT COVERAGE ALLOWED	50%
ACTUAL LOT COVERAGE	3%

BUILDING INFORMATION

CODE	2018 IBC W/ CITY OF LAS VEGAS AMENDMENTS
CONSTRUCTION TYPE	V-B (NON-RATED)
OCCUPANCY	B
FIRE SPRINKLERS PROVIDED	NO
BUILDING AREAS:	
CAR WASH	5,416 SF

PARKING AREA

BUILDING AREA	REQUIRED PARKING	PROVIDED
OFFICE AREA	353 SF @ 1:150 = 3	
STANDARD PARKING SPACES PROVIDED		40
HANDICAPPED SPACES PROVIDED		2
TOTAL PARKING PROVIDED		42

20-0205
09/21/2020

WOW Car Wash - North Durango

Site Development Review

6755 North Durango
Las Vegas, Nevada 89149

aptus
241 W. Charleston Blvd.
Suite 140
Las Vegas, Nevada 89102
P 702.839.1200
F 702.839.1213

0' 15' 30' 60' north

City of Las Vegas SDR 9.21.20

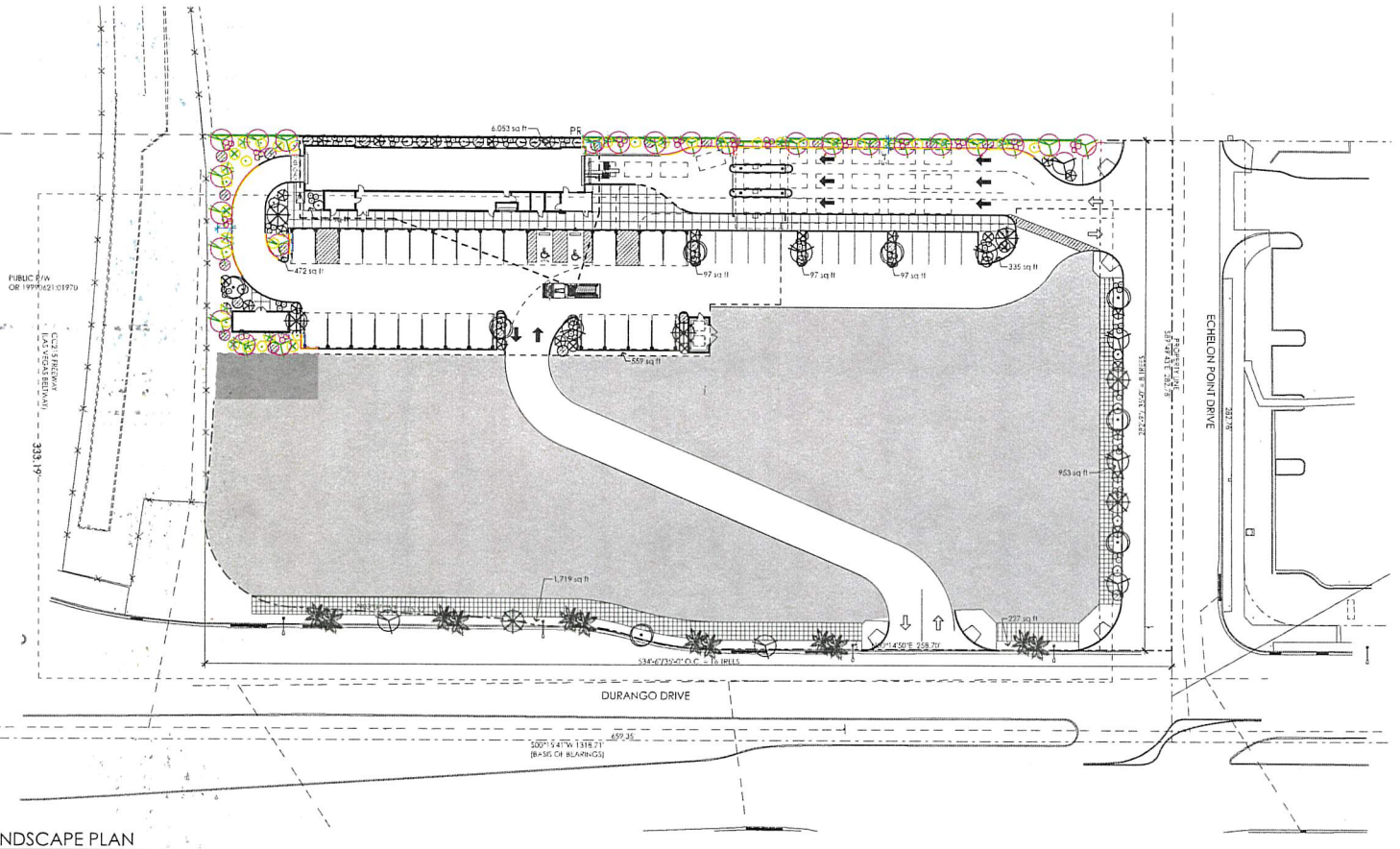
SITE PLAN

SDR100

117.037.5 WOW Car Wash - North Durango

City Council - Page 1203

ITEM 21



LANDSCAPE PLAN

SCALE: 1" = 30'

PLANT SCHEDULE

QTY	SYMBOL	COMMON NAME	BOTANICAL NAME	SIZE
	TREES			
9		RIO GRANDE ASH	fraxinus velutina rio grande	36" Box
8		CHITALPA	chitalpa tashkentensis	36" Box
6		PURPLE ROBE LOCUST	R. x ad. "Purple Robe"	36" Box
12		MEXICAN FAN PALM	washingtonia robust hybrid	25' Tall
	SHRUBS			
32		GREY CLOUD SAGE	leucophyllum frutescens	5 gal
32		RED YUCCA	hesperaloe parvifora	5 gal
29		CREEPING ACACIA	acacia redolens	5 gal
11		GREEN CLOUD SAGE	leucophyllum frutescens	5 gal
35		WHITE CLOUD SAGE	leucophyllum frutescens	5 gal
	GROUND COVER/SMALL SHRUBS			
		MIX OF MOREA IRIS, BUTTERFLY IRIS, PENSTEMON AND PURPLE LANTANA		

NOTE:
IRRIGATION PLANS TO BE BY SUB-CONTRACTOR

LANDSCAPE BUFFERS

	REQ'D	PROVIDED
FRONT	[illegible]	—
INTERIOR SIDE	[illegible]	5'-4"
SIDE STREET	[illegible]	—
RIVER	[illegible]	8'-4"
OPEN SPACE AREA ALLOWED		20%
ACTUAL OPEN SPACE PROVIDED		23.2% (10,730 SF)

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11/10/2020

WOW Car Wash - North Durango

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0 15' 30' 60'

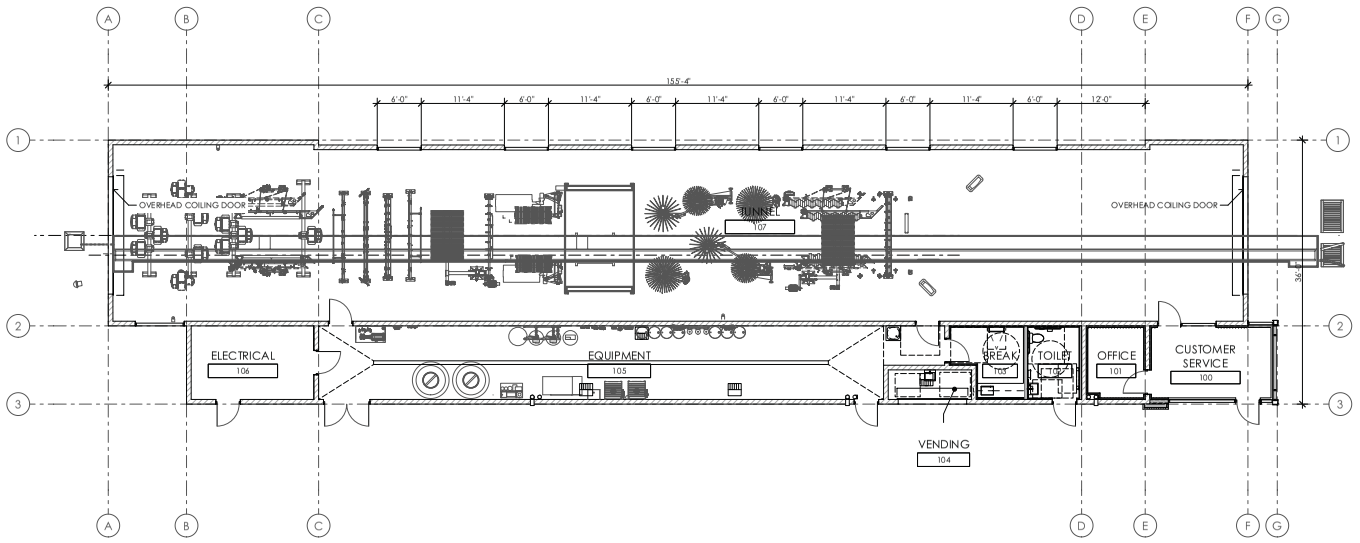
City of Las Vegas SDR	9.21.20
City of Las Vegas SDR Revision	10.28.20
City of Las Vegas SDR Revision	11.9.20

LANDSCAPE PLAN

SDR101

117 037.5 WOW Car Wash - North Durango

City Council - Page 1204
Submitted after final agenda
ITEM 21



FLOOR PLAN

SCALE: 1/8" = 1'-0"

20-0205
09/21/2020

WOW Car Wash - North Durango

Site Development Review

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FLOOR PLAN

City of Las Vegas SDR 9.21.20

SDR102

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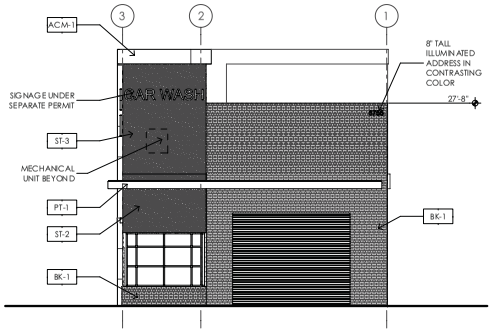
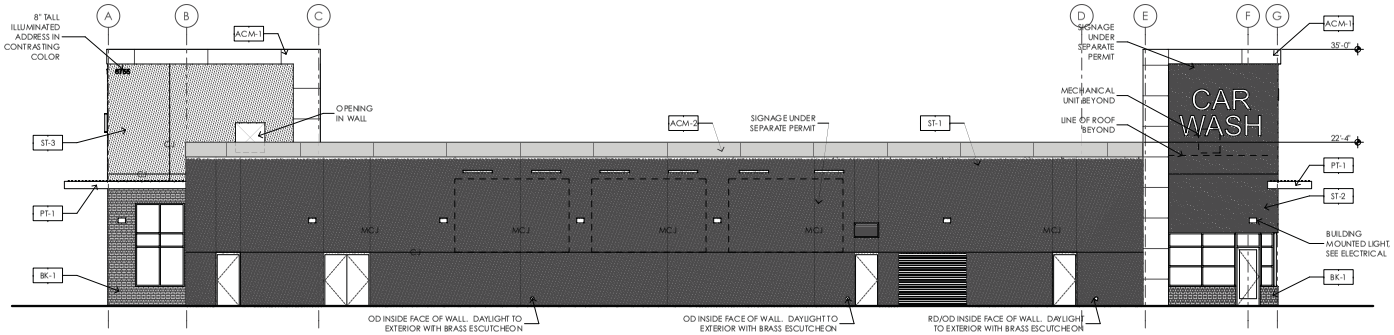
0' 4' 8' 16' north

/Users/francesgrob/Desktop/Meeting from homes/17.037 WOW/17.037.5 Durango/17.037.5 WOW Durango & 215.pln - 9/21/20, 10:50 AM, Frances Grob



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



EAST ELEVATION

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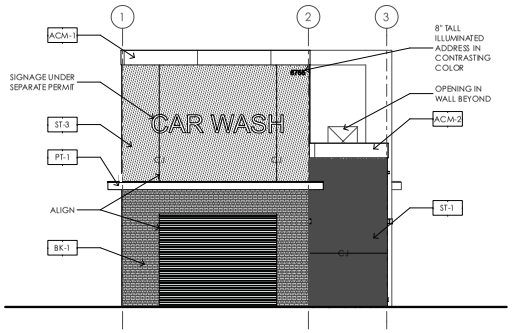
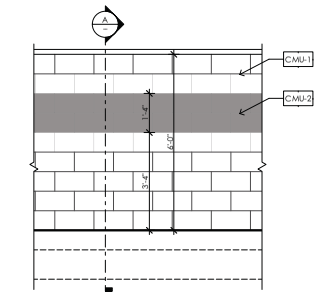


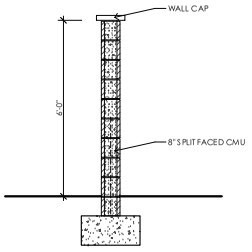
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"

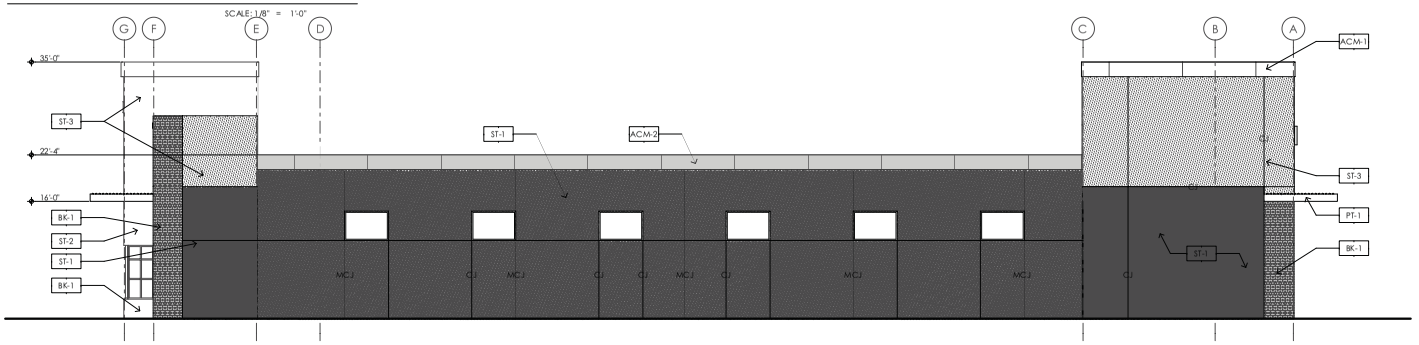


SITE WALL

SCALE: 1/2" = 1'-0"



A WALL SECTION



WEST ELEVATION

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

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EXTERIOR PAINT:

PT-1 CARDINAL C336-G-R1342 (METALLIC SILVER)

20-0205
09/21/2020

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/Users/francesegroi/Desktop/Working from home/17.037 WOW/17.037.5 Durango/17.037.5 WOW Durango & 215.pln - 9/21/20, 10:51 AM, Frances Groi

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0' 4' 8' 16'

WOW Car Wash - North Durango

Site Development Review

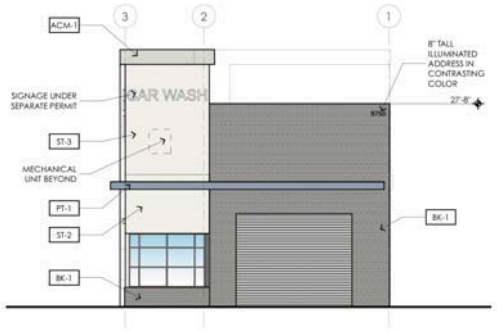
6755 North Durango
Las Vegas, Nevada 89149

City of Las Vegas SDR 9.21.20

ELEVATIONS

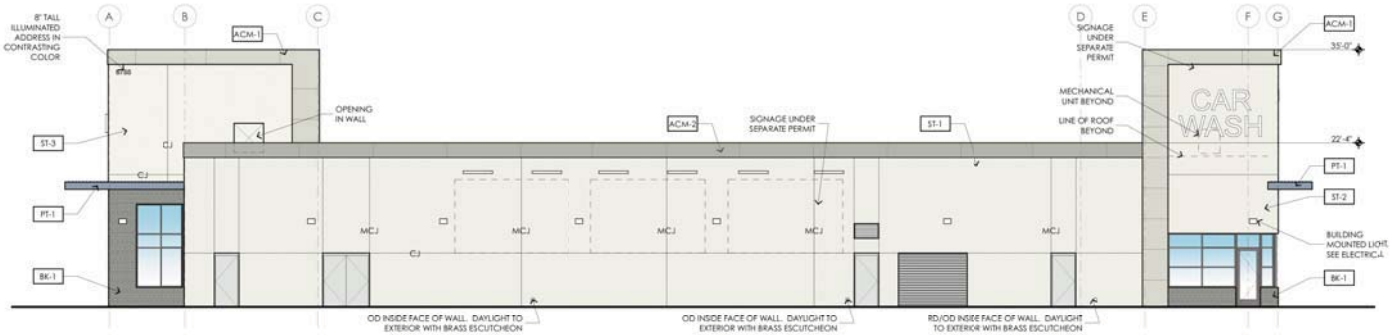
SDR103

117.037.5 WOW Car Wash - North Durango



NORTH ELEVATION

SCALE: 1/8" = 1'-0"



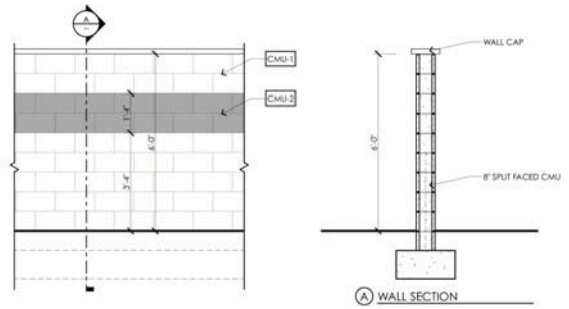
EAST ELEVATION

SCALE: 1/8" = 1'-0"



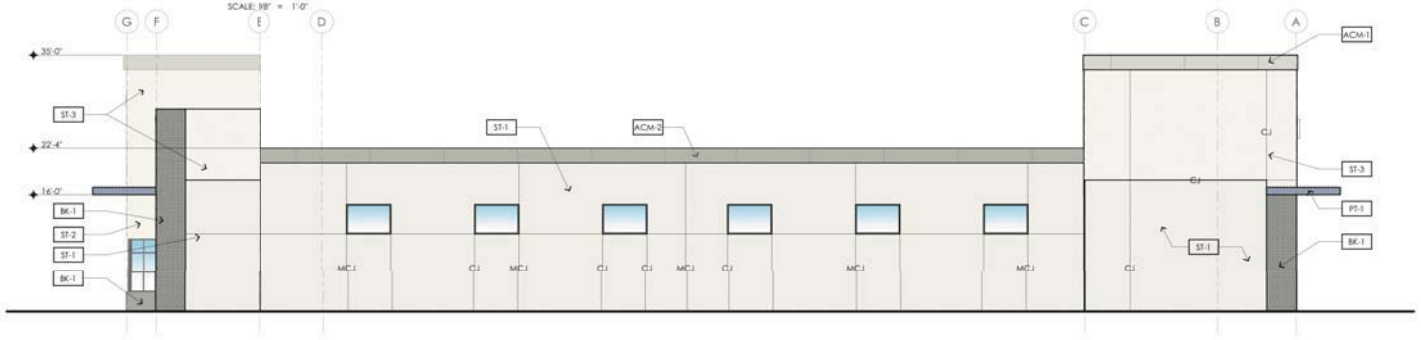
SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



SITE WALL

SCALE: 1/2" = 1'-0"



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EXTERIOR PAINT:

PT1 CARDINAL, C356-GR1342 (METALLIC SILVER)

20-0205
09/21/2020

WOW Car Wash - North Durango

Site Development Review
6755 North Durango
Las Vegas, Nevada 89149

ELEVATIONS

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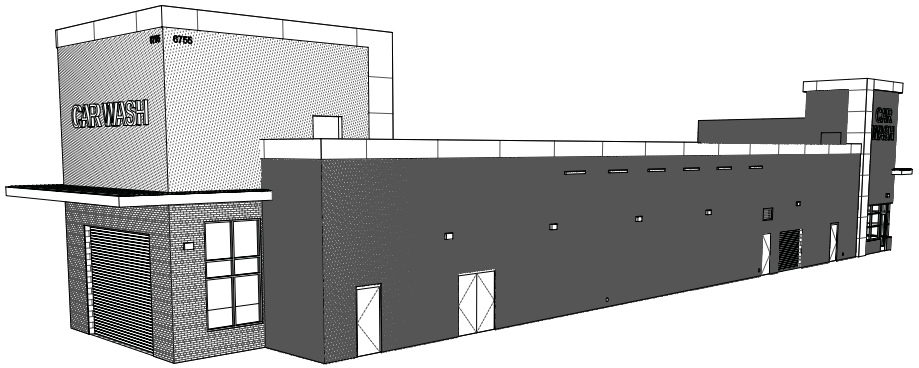
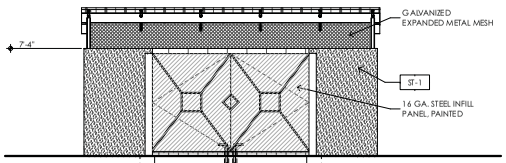


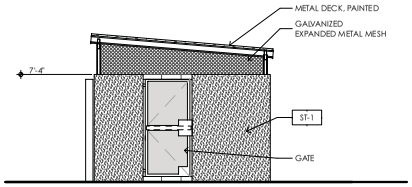
SW CORNER



SOUTH ELEVATION, SIM

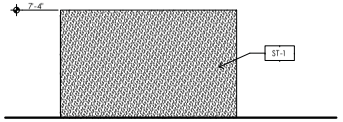
TRASH ENCLOSURE NORTH ELEVATION

SCALE: 1/4" = 1'-0"



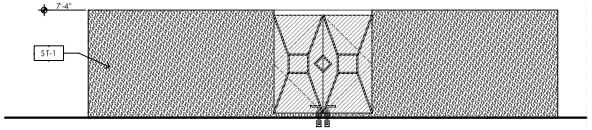
TRASH ENCLOSURE WEST ELEVATION

EAST ELEVATION, SIM SCALE: 1/4" = 1'-0"



VACUUM ENCLOSURE SOUTH ELEVATION

NORTH ELEVATION, SIM SCALE: 1/4" = 1'-0"



VACUUM ENCLOSURE WEST ELEVATION

EAST ELEVATION, SIM SCALE: 1/4" = 1'-0"

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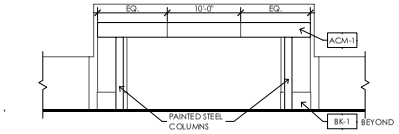
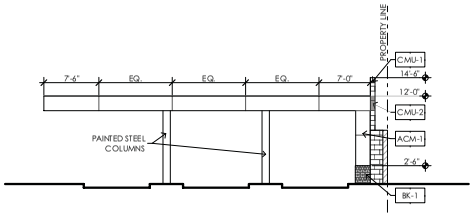
NW CORNER



PAY STATION EAST ELEVATION

SCALE: 1/8" = 1'-0"



PAY STATION NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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EXTERIOR PAINT:

PT-1 CARDINAL C356-GR1342 (METALLIC SILVER)

20-0205
10/28/2020

WOW Car Wash - North Durango

Site Development Review

6755 North Durango
Las Vegas, Nevada 89149

ELEVATIONS

SDR104

City of Las Vegas SDR 9.21.20
City of Las Vegas SDR Revision 10.28.20

117.037.5 WOW Car Wash - North Durango

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0' 4' 8' 16'

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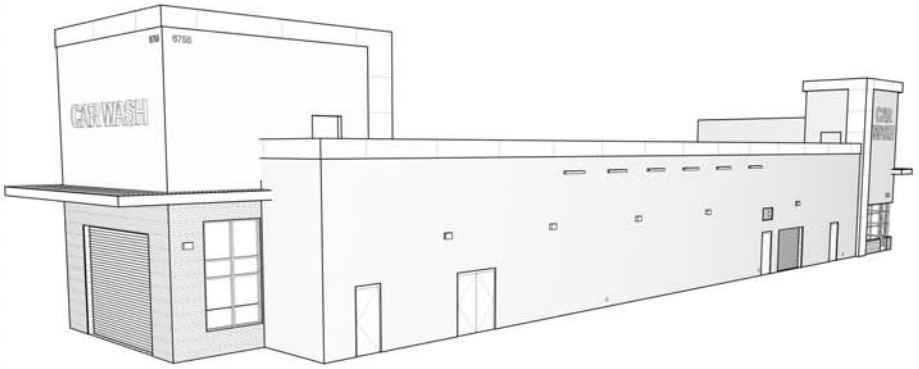
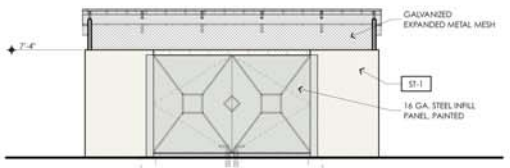
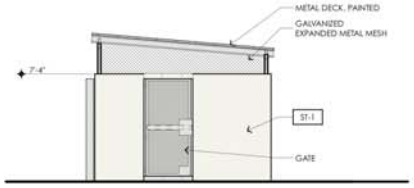


SW CORNER



TRASH ENCLOSURE NORTH ELEVATION

SCALE: 1/4" = 1'-0"



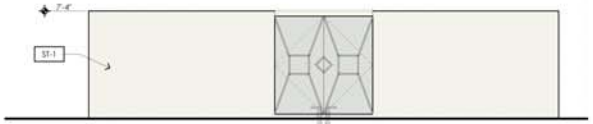
TRASH ENCLOSURE WEST ELEVATION

EAST ELEVATION, SIM SCALE: 1/4" = 1'-0"



VACUUM ENCLOSURE SOUTH ELEVATION

NORTH ELEVATION, SIM SCALE: 1/4" = 1'-0"

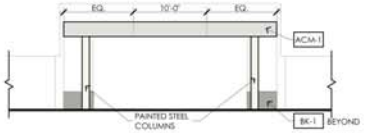


VACUUM ENCLOSURE WEST ELEVATION

EAST ELEVATION, SIM SCALE: 1/4" = 1'-0"



NW CORNER



PAY STATION EAST ELEVATION

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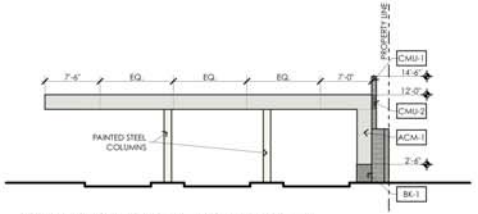

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ST-3 EIFS OVER FRAMING WITH TYVEK COMMERCIAL D WEATHER BARRIER, SEE SPECS. LYMESTONE FINISH, 103 NATURAL WHITE, DRYVIT

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ACM-2 METAL PANEL OVER WOOD FRAMING, ALUCOBOND ACM, BONE WHITE, GLOSS 30

PT-1 CARDINAL C356-GR140 PAINT, BONE WHITE

20-0205
10/28/2020

City Council - Page 1209

/Users/hpricegrabb/Desktop/Working from home/17.037 WOW/17.037.3 Durango/17.037.3 WOW Durango & 215.pln 10/28/20 12:09 PM Price Grabb

WOW Car Wash - North Durango

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ELEVATIONS

SDR104

17.037.3 WOW Car Wash - North Durango

City of Las Vegas Department of Public Works

REQUEST FOR VACATION/RELINQUISHMENT OF INTEREST

(For questions regarding this form, please contact Right-of-Way @ 702-229-6483)

GENERAL PROJECT INFORMATION:

Project Name: WOW Car Wash N. Durango Date Submitted: _____

APN # (s): 125-20-301-019

Land Use/Planning Action #: *(i.e. SDR-12345, VAC-12345, PRJ-12345, etc.)* _____

AND/OR Hansen/Infor Civil Plan #: *(i.e. CIVIL-12345, L18-12345)* _____

ENGINEER INFORMATION:

Engineering Firm Name: McCay Engineering

Contact: Jeremy McCay Phone #: 702-860-3897

Email Address: jmccay@centurylink.net

TYPE OF REQUEST: *(Check all that apply)*

☒ Easement

Type: ☑ Govt. Patent ☐ Drainage ☐ Sewer ☐ Other: _____

☐ Right-of-Way

REQUIRED DOCUMENTS: (*Incomplete requests will be returned*)

☐ Legal Description & Exhibit Map - total # of legals submitted: 1

☐ Horizontal Control Sheet (or portion of plans highlighting easement or right-of-way area under review)

☐ Notice of Final Action Letter from City Council or Planning Commission

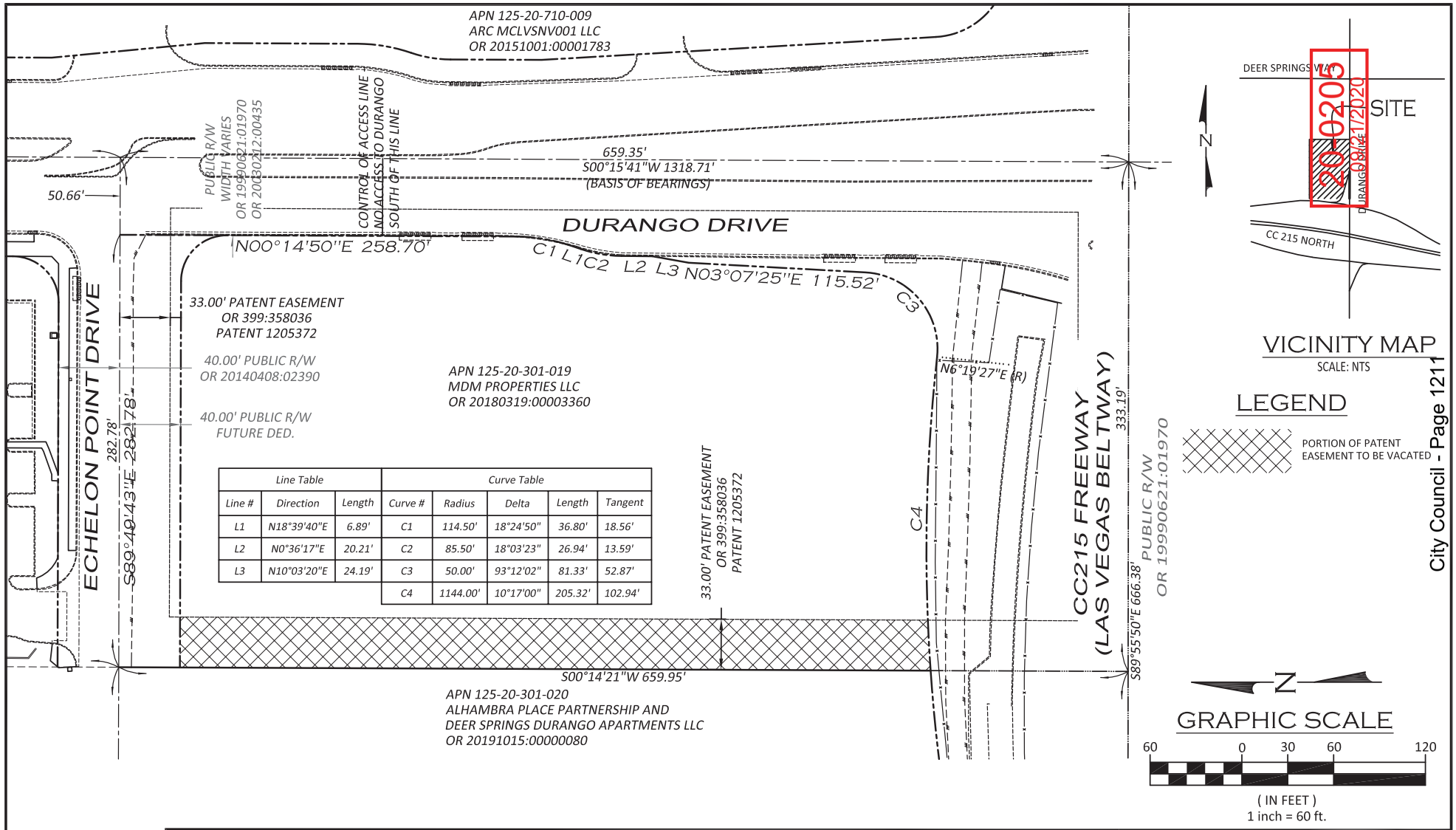
☐ Copy of Patent *(If applicable)*

☐ Copy of Easement *(If applicable)*

Email complete packet to: rwsubmittals@lasvegasnevada.gov

20-0205
09/21/2020

Or Deliver complete packet to:
City of Las Vegas, Development Services Center | Attn: Right-of-Way Division
333 N. Rancho Drive, 8th Floor | Las Vegas, NV 89106



Line Table			Curve Table				
Line #	Direction	Length	Curve #	Radius	Delta	Length	Tangent
L1	N18°39'40"E	6.89'	C1	114.50'	18°24'50"	36.80'	18.56'
L2	N0°36'17"E	20.21'	C2	85.50'	18°03'23"	26.94'	13.59'
L3	N10°03'20"E	24.19'	C3	50.00'	93°12'02"	81.33'	52.87'
			C4	1144.00'	10°17'00"	205.32'	102.94'

VICINITY MAP
SCALE: NTS

LEGEND

PORTION OF PATENT EASEMENT TO BE VACATED

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)
1 inch = 60 ft.

20-0205
09/21/2020

City Council - Page 1211

WOW CAR WASH - N. DURANGO

PATENT EASEMENT VACATION

CIVIL ENGINEERING

McCAY ENGINEERING
11700 W. Charleston Blvd.
Suite #170-298
Las Vegas, Nevada 89135
p 702-860-3897

BOOK 399

358036

2-1

4-1992
(Aug. 1967)

Nevada 026273

The United States of America,

To all whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land Office at Reno, Nevada,
has been issued showing that full payment has been made by the claimant,
Robert J. Simpson, Junior,
pursuant to the provisions of the Act of Congress approved June 1, 1938 (52 Stat. 609), entitled "An Act to provide for the purchase of public lands for home and other sites," and the acts supplemental thereto, for the following-described land:

Mount Diablo Meridian, Nevada.

T. 19 S., R. 60 E.,

Sec. 20, $E\frac{1}{2}SE\frac{1}{4}NE\frac{1}{4}SW\frac{1}{4}$.

The area described contains 5.00 acres, according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the Tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States all oil, gas and other mineral deposits, in the land so patented, together with the right to prospect for, mine, and remove the same according to the provisions of said Act of June 1, 1938. This patent is subject to a right-of-way not exceeding 33 feet in width, for roadway and public utilities purposes, to be located along the boundaries of said land.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the TWENTY-FOURTH day of FEBRUARY in the year of our Lord one thousand nine hundred and SIXTY and of the Independence of the United States the one hundred and EIGHTY-FOURTH.

[SEAL]

For the Director, Bureau of Land Management.

By Elizabeth B. Hucke
Acting Chief, Patents Section.

Patent Number 1205372

20-0205
09/21/2020

GPO 866837

Description: Clark,NV C-Series - DocID(1/2/70 - 12/31/85) 358036 Page: 1 of 2
Order: II Comment:

BOOK 399 358036

2-2

RETURN TO: George Lee Reynolds
2633 Manning Ave
Las Vegas
Calif 90064

INST. NO. 358036
OFFICIAL RECORD BOOK NO. 399
RECORDED AT REQUEST OF
George Lee Reynolds
FEB 1 2 32 PM '74
CLARK COUNTY NEVADA
PAUL E. HORN RECORDER
FEE 4.00 DEPUTY lw

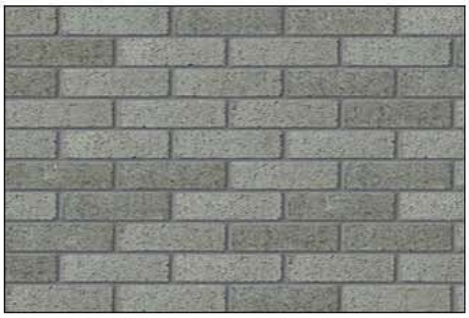
4.00
lw

20-0205
09/21/2020

Description: Clark,NV C-Series - DocID(1/2/70 - 12/31/85) 358036 Page: 2 of 2
Order: II Comment:



ACM-1
ALUCOBOND BONE WHITE



BRK-1
MEDIUM GREY



ST-1
DRYVIT NATURAL WHITE



SF-1
CLEAR ANODIZED ALUMINUM



CPY-1
PRE-FABRICATED CANOPY

aptus
241 South 4th Street
Suite 145
Las Vegas, Nevada 89102
P 702.839.1200
F 702.839.1213

WOW Car Wash-North Durango

9.21.2020

Site Development Review

20-0205
09/21/2020

6755 North Durango
Las Vegas, Nevada 89149



20-0205-ZON1, 20-0205-MOD1. 20-0205-VAC1 AND 20-0205-SDR1 - APPLICANT: S.T. ENTERPISES, LLC - OWNER: MDM PROPERTIES, LLC

6755 NORTH DURANGO DRIVE

09/30/2020



20-0205-ZON1, 20-0205-MOD1. 20-0205-VAC1 AND 20-0205-SDR1 - APPLICANT: S.T. ENTERPISES, LLC - OWNER: MDM PROPERTIES, LLC

6755 NORTH DURANGO DRIVE

09/30/2020



20-0205-ZON1, 20-0205-MOD1. 20-0205-VAC1 AND 20-0205-SDR1 - APPLICANT: S.T. ENTERPISES, LLC - OWNER: MDM PROPERTIES, LLC

6755 NORTH DURANGO DRIVE

09/30/2020



20-0205-ZON1, 20-0205-MOD1. 20-0205-VAC1 AND 20-0205-SDR1 - APPLICANT: S.T. ENTERPISES, LLC - OWNER: MDM PROPERTIES, LLC

6755 NORTH DURANGO DRIVE

09/30/2020



20-0205-ZON1, 20-0205-MOD1. 20-0205-VAC1 AND 20-0205-SDR1 - APPLICANT: S.T. ENTERPISES, LLC - OWNER: MDM PROPERTIES, LLC

6755 NORTH DURANGO DRIVE

09/30/2020

aptus

September 21, 2020

City of Las Vegas
Planning & Zoning Department
333 N. Rancho Drive
Las Vegas, NV 89106

RE: Justification Letter for Pre-Application Submittal
Major Modification, Zone Change, and Site Development Plan Review
S.T. Enterprises - Wow Car Wash
APN: 125-20-301-019

To Whom It May Concern:

On behalf of the Applicant, S.T. Enterprises (Wow Car Wash), we respectfully submit this application for a Zone Change, Major Modification to the Town Center Master Plan, and Site Development Review to allow for an attended car wash located at 6755 North Durango (the "Property"). This 1.08 acre parcel is currently zoned Undeveloped-Town Center. We are requesting a zone change to Town Center District and a major modification to the Town Center Master Plan to amend the Property from Urban Center Mixed-Use (UC-TC) to General Commercial (GC-TC).

The Property fronts onto Durango Drive, a heavily travelled 100-foot right-of-way. The Property also backs up to the 215 Beltway off-ramp to the south and is across the street from the large Kohl's commercial shopping center to the east. To the north is an existing commercial strip mall designated GC-TC and to the west is vacant Urban Center-Mixed Use planned property previously approved for a 334 unit multi-family development. Farther to the west is an existing single family residential development which sits 330+ feet away. Once the vacant parcel to the west of the Property is developed with multi-family, it will act as a buffer between the proposed car wash and the existing single family residential development.

Car wash facilities are conditional within General Commercial zoned districts under the Town Center Master Plan. The proposed car wash meets all required conditions for GC-TC. Due to the location of the Property right off the 215 Beltway, and located along a busy roadway, the proposed car wash use is appropriate and compatible. Because of the large commercial centers currently in the area, the car wash will not bring any additional traffic that is not already coming through the area or contemplated for the roadways. Instead, a car wash facility will provide an added service within the same area to allow customers to travel shorter distances for their needs. The new car wash facility will be water efficient and environmentally friendly, with the latest in car wash technology. The facility will also encourage drivers away from washing their cars in their own driveways, saving thousands of gallons of water a year.

The Applicant is proposing to construct a car wash tunnel with canopy covered vacuum stalls. The overall height of the structure is planned to be 1 story with a maximum height of 35-feet, 0-inches. There are 20 canopy covered vacuum stalls and 7 parking stalls including 2 handicap stalls. All of the parking for the project will be on site. A trash enclosure will be provided at the north side of the Property. The Applicant is exceeding the required open space requirements as noted on the site plan and meeting the Town Center landscape material standards.

20-0205
09/21/2020

The total number of employees on the Property at one time is between 2 to 3. One employee guides cars into the tunnel at the tunnel entrance and the other employee assists with payment at the pay stations, as well as picking up trash and debris around the Property as needed. The hours of operation will be 7am to 8pm. The Applicant has purposefully located the dryers of the tunnel to the south as to not point toward the direction of the residential development to the west. This will mitigate virtually all sound from reaching the homes. Wow Car Wash has several other locations throughout the Las Vegas, Clark County and Henderson valley, and has a standard design which allows for efficient traffic circulation. The requested queuing lanes as shown on the plans will allow for the project to effectively operate.

The Applicant is also requesting the following waivers:

1) Allow for 5'-4" side setback where 10'-0" is required at the west side.
2) Allow landscape side street buffer of 5'-4" where 8' is required.

The Property sits adjacent to a previously approved and future multi-family development to the west. The multi-family project shows a landscape buffer, two rows of parking and a drive aisle between its eastern property line and the closest residential building. Because of this large buffer of approximately 73-feet, the requested setback along the Applicant's western property line is appropriate and will not negatively impact the multi-family development.

We have made every attempt to follow City of Las Vegas Title 19 and The Town Center Development Standards as closely as possible in the design and layout of the site. We hope that you will join us in our attempt to bring much-needed high quality product to Town Center and to Las Vegas residents.

Respectfully Submitted,

Frances M. Grob
Aptus

20-0205
09/21/2020

20-0205-SDR1
MDM Properties, LLC

SWC Echelon Point Drive & Durango Drive

Proposed 5.416 thousand square foot car wash.

Traffic produced by proposed development:

Proposed Use	DESCRIPTION	#UNIT	RATE/# UNIT	TOTAL
Average Daily Traffic (ADT)	AUTOMATED CAR WASH [1000 SF]	5.416	0.00	961
AM Peak Hour			0.00	0
PM Peak Hour			14.20	77

(heaviest 60 minutes)

Existing traffic on all nearby streets:

Echelon Point Drive

Average Daily Traffic (ADT)	692
PM Peak Hour	55

(heaviest 60 minutes)

Deer Springs Way

Average Daily Traffic (ADT)	10,455
PM Peak Hour	836

(heaviest 60 minutes)

Durango Drive

Average Daily Traffic (ADT)	32,819
PM Peak Hour	275

(heaviest 60 minutes)

Traffic Capacity of adjacent streets:

	Adjacent street ADT Capacity
Echelon Point Drive	16,380
Deer Springs Way	25,935
Durango Drive	53,445

This project will add approximately 961 trips per day on Echelon Point Dr., Deer Springs Wy. and Durango Dr. Currently, Echelon Point is at about 4 percent of capacity, Deer Springs is at about 40 percent of capacity and Durango is at about 61 percent of capacity. With this project, Echelon Point is expected to be at about 10 percent of capacity, Deer Springs to be at about 44 percent of capacity and Durango to be at about 63 percent of capacity.

Based on Peak Hour use, this development will add into the area roughly 77 additional peak hour trips, or about five every four minutes.

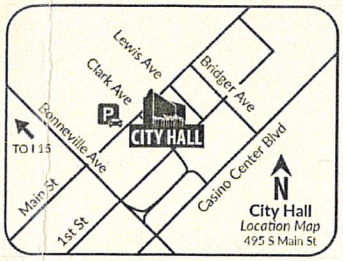
Note that this report assumes all traffic from this development uses all named streets.

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

RECEIVED
CITY CLERK
2020 DEC 14 P 12:18

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0205 and 20-0205-ZON1 and 20-0205-MOD1 and 20-0205-VAC1 and 20-0205-SDR1

City Council Meeting of **12/16/2020**

20-0205
12520315066
SCHAUB JEANIE
8942 HULL BAY AVE
LAS VEGAS NV 89149

39 JRDFNP1 89149

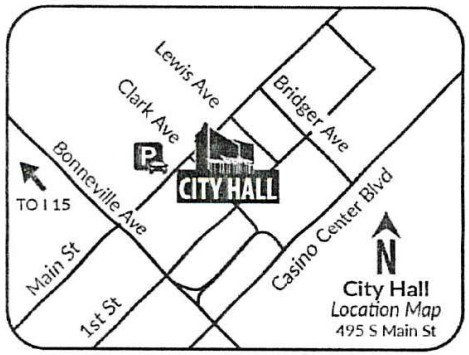
Submitted after final agenda
Items 86a-86d

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
NOV 23 2020
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) 464-7496 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0205 and 20-0205-ZON1 and 20-0205-MOD1 and 20-0205-VAC1 and 20-0205-SDR1

Planning Commission Meeting of **11/10/2020**

20-0205
12520315024
YI TEDD HAKSU
OH HANEUL
6748 BYRON BAY CT
LAS VEGAS NV 89149

39 HRDFNP1 89149

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
86a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0205-MOD1 - Major Modification of the Town Center Land Use Plan FROM: UC-TC (URBAN CENTER MIXED USE - TOWN CENTER) TO: GC-TC (GENERAL COMMERCIAL - TOWN CENTER)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

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: December 16, 2020

Agenda Item No.:
86b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0205-ZON1 - FROM: U (UNDEVELOPED) [TC (TOWN CENTER) GENERAL PLAN DESIGNATION] TO: T-C (TOWN CENTER)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

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: December 16, 2020

Agenda Item No.:
86c

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0205-VAC1 - FOR A VACATION OF A GOVERNMENT PATENT EASEMENT

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

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: December 16, 2020

Agenda Item No.:
86d

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0205-SDR1 - FOR A 5,416 SQUARE-FOOT CAR WASH DEVELOPMENT WITH WAIVERS OF TOWN CENTER DEVELOPMENT STANDARDS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL. The Planning Commission (6-0 vote) 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: December 16, 2020

Agenda Item No.:
87

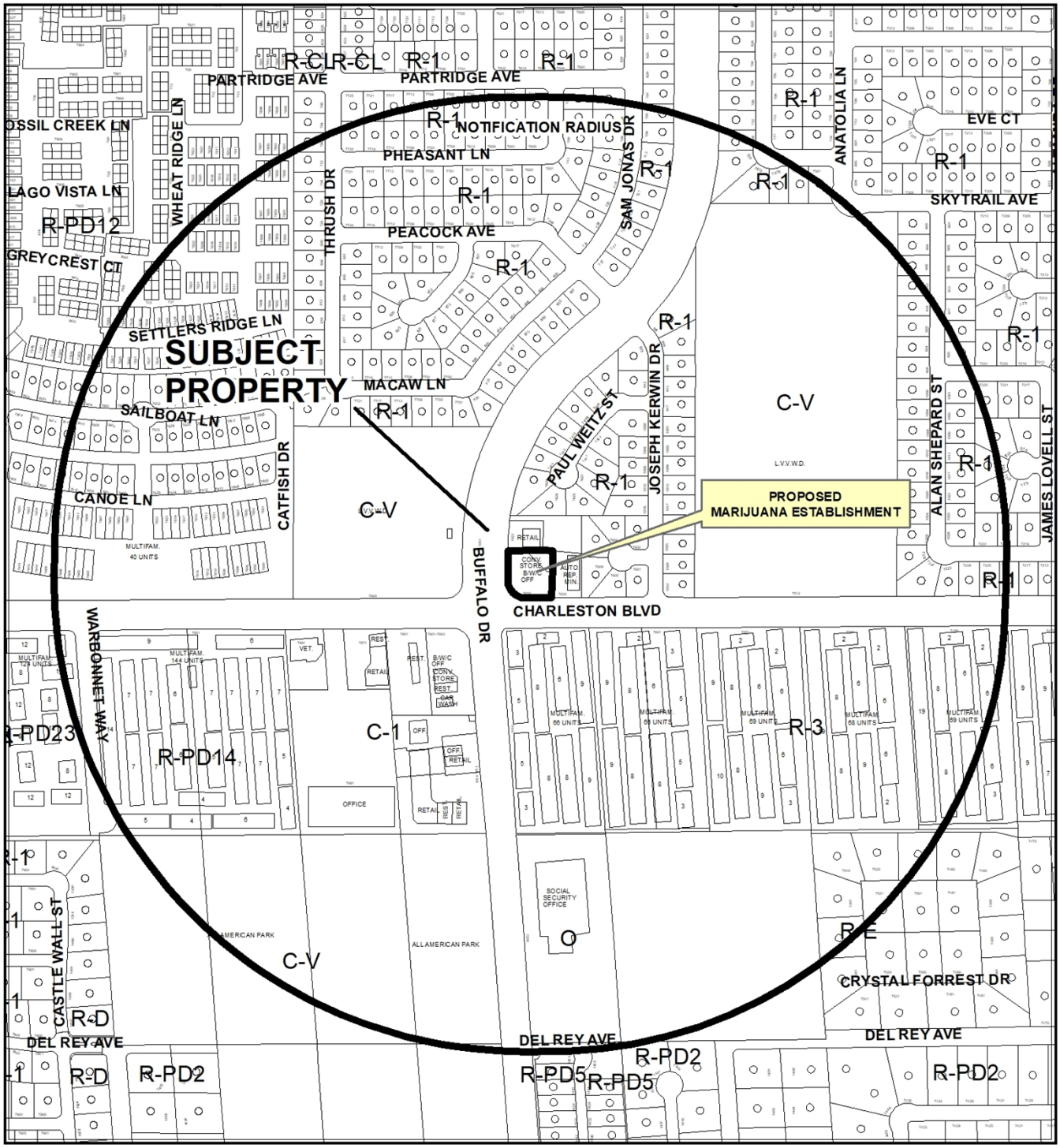
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0206-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen). The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	14	Planning Commission Mtg.	83
City Council Meeting	24	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Special Map
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Protest Postcards
8. Submitted after Final Agenda - Protest/Support Postcards
9. Submitted at Meeting - E-comments
10. Backup Submitted for the November 10, 2020 Planning Commission Meeting



CASE: **20-0206-SUP1**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



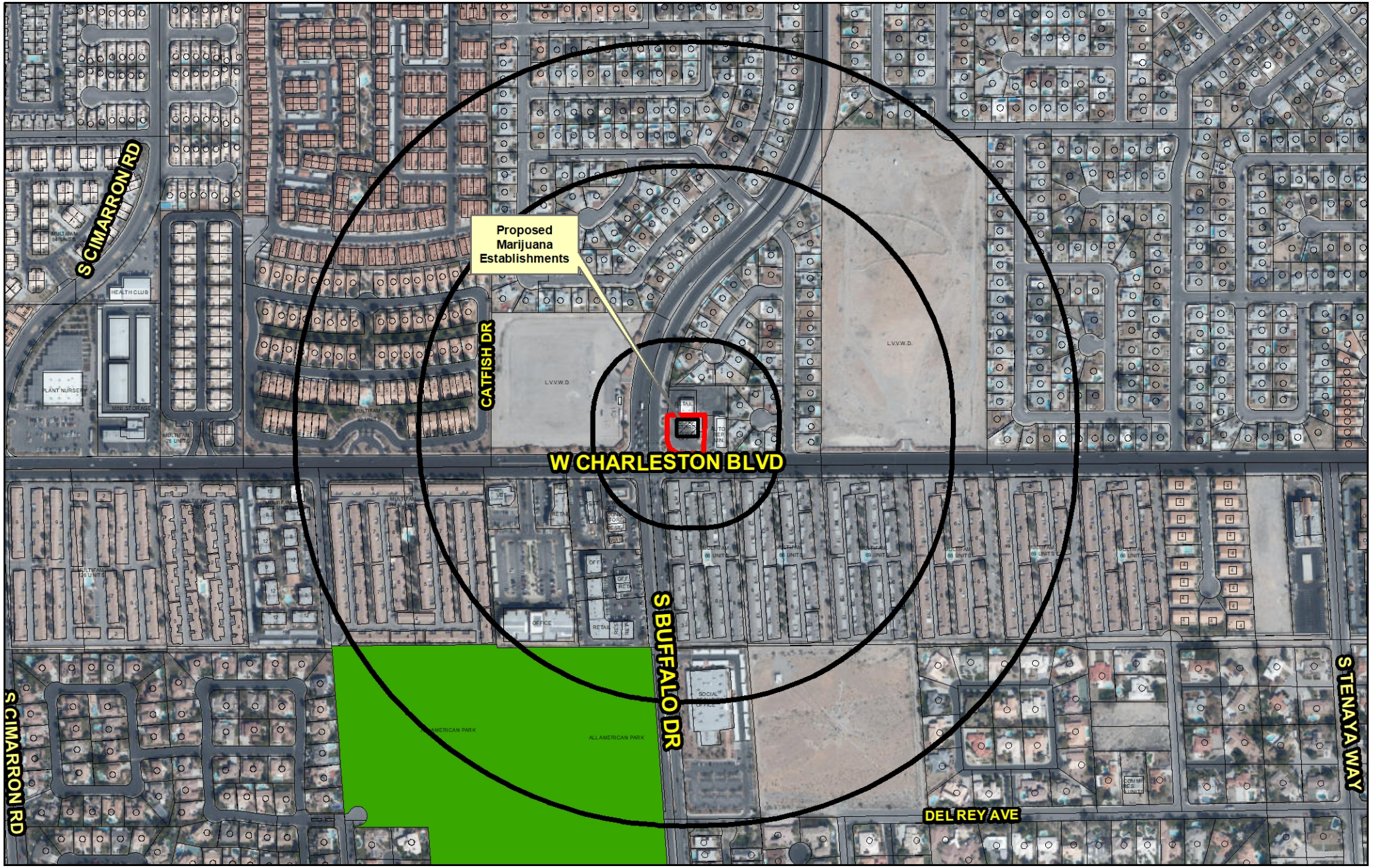
0 375 750 Feet

CASE: **20-0206-SUP1**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

N



20-0206-SUP1

Marijuana Establishments

Business Licenses

- Retail Marijuana Store (Rec Sales)
- Product Manufacturing Facility (Rec Production)
- Marijuana Cultivation Facility (Rec Cultivation)
- Manufacturing Testing Facility (Rec Lab)
- Gaming Non restricted Limited
- North Las Vegas Marijuana Despensary
- Dispensaries
- Production Facilities
- Testing Laboratories
- Cultivation
- Gaming Non restricted
- Clark County Marijuana Despensary

Protected Uses

- RELIGIOUS
- COMMUNITY CENTERS
- Parks
- Pools
- SCHOOLS
- Private Schools
- Martial Arts Instruction Business
- Teen Dance Center
- Child Care
- Amusement Park

Prohibited Areas

- Fremont

- Subject Property
- 300, 1000 and 1500 foot buffer
- Social Use Venue

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, October 6, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0206-SUP1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 31

NOTICES MAILED 761 (By City Clerk)

PROTESTS 14

APPROVALS 83

CS

**** CONDITIONS ****

20-0206-SUP1 CONDITIONS

Planning

1. The applicant shall submit an application to the City of Las Vegas for a Required Review of this Special Use Permit two (2) years from the date of issuance of the Business License, at which time the City Council may require termination of the use. The applicant shall be responsible any fees associated with the review. Failure to pay the City for these costs may result in removal of the use and possible revocation of the Special Use Permit.

2. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Cannabis Dispensary use.

3. Conformance to all regulations pertaining to a Cannabis establishment found within Nevada Revised Statutes (NRS) 678A, 678B, 678C, 678D and Nevada Administrative Code (NAC) 453A and 453D.

4. Approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

5. All development shall be in conformance with the site plan and floor plan date stamped 09/16/20, except as amended by conditions herein. Any modification of the premises of a cannabis 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 cannabis 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 Cannabis 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. 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.

14. 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 Special Use Permit request to allow a Cannabis Dispensary use at 7650 West Charleston Boulevard.

ISSUES

- The Cannabis Dispensary use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- There are no confirmed protected land uses located within the required distance separation area.

ANALYSIS

The subject site is zoned C-1 (Limited Commercial) and subject to Title 19 development standards. The applicant proposes to operate within an existing 3,180 square-foot commercial building. No new structural development is proposed.

The Cannabis Dispensary use is defined by Title 19.12 as "An establishment which acquires, possesses, delivers, transfers, transports, supplies, sells or dispenses cannabis or related supplies and educational materials to holders of a valid registry identification card, consumers or other cannabis dispensaries. This use includes an adult-use cannabis retail store and a medical cannabis dispensary, as defined in NRS Chapter 678A."

The Minimum Special Use Permit Requirements for this use include:

Requirement 1: Pursuant to its general authority to regulate the cultivation, production, dispensing, and sale of marijuana, the City Council declares that the public health, safety and general welfare of the City are best promoted and protected by generally requiring a minimum separation between a marijuana dispensary and certain other uses that should be protected from the impacts associated with a marijuana dispensary. Therefore, except as otherwise provided below, no marijuana dispensary may be located within 1000 feet of any school, or within 300 feet of any of the following uses:

a. City park;
b. Church/house of worship;
c. Individual care - family home, individual care - group home, or individual care center (in each case licensed for the care of children);
d. Community recreational facility (public); or
e. Any use whose primary function is to provide recreational opportunities to minors. Such uses include without limitation commercial recreation/amusement (indoor or outdoor); library, art gallery or museum (public); teen dance center; and martial arts studio that provides instruction to minors.

The proposed use meets this requirement as there are no confirmed protected land uses located within the required distance separation area.

Requirement 2: Independent of the minimum distance separation requirements in Requirement 1, no cannabis dispensary may be located within 1000 feet of any other cannabis dispensary, whether or not that other dispensary is located within the jurisdictional limits of the City.

The proposed use meets this requirement as there are no other cannabis dispensaries located within 1,000 feet of the subject site.

Requirement 3: 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 via condition of approval.

Requirement 4: No outside storage shall be permitted, including the use of shipping containers for on-site storage.

The proposed use meets this requirement, as no outside storage including shipping containers has been denoted within the submitted site plan.

Requirement 5: Subject to the requirements of applicable building and fire codes, public access to the building shall be from one point of entry and exit, with no other access to the interior of the building permitted.

If approved, the proposed use will require approval of a business license and continual inspections to verify it is in compliance with Title 6 requirements.

Requirement 6: No drive-through facilities shall be permitted in conjunction with a cannabis dispensary.

The proposed use meets this requirement, as no drive-through facilities are proposed with this location.

Requirement 7: The Special Use Permit shall be void without further action if the use ceases for a period exceeding 90 days.

The proposed use meets this requirement via condition of approval.

Requirement 8: A cannabis 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 via condition of approval.

Requirement 9: No cannabis dispensary shall be located:

a. On any property which abuts Fremont Street west of 8th Street; or
b. Within 1500 feet of an establishment that holds a nonrestricted gaming license described in subsection 1 or 2 of NRS 463.0177 and that existed on the date on which the application for the proposed cannabis dispensary was submitted to the City, but only if and to the extent the location of the proposed cannabis dispensary would be prohibited by Chapter 595, Statutes of Nevada 2019 (Assembly Bill 533).

This condition is not applicable, as the subject site is not located on property which abuts Fremont Street west of 8th Street.

Requirement 10: An application for a Special Use Permit for a cannabis dispensary must include or be accompanied by a survey that depicts the minimum distance separation buffers of 300, 1000 and 1500 that are referenced within these Minimum Special Use Permit Requirements, as well as the location of all the uses regarding which the separation distances are established. The survey must be signed and stamped or sealed by a surveyor who holds a current license from the Nevada Board of Engineers and Land Surveyors.

The proposed use meets this requirement as the required survey was submitted with the applicant's application submittal.

The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses. All Title 19.12 minimum Special Use Permit requirements are met by the proposal. Staff therefore recommends approval of this request, subject to conditions.

FINDINGS (20-0206-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The 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 home to an existing commercial building and is physically suitable to serve the proposed Marijuana Dispensary 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 property is provided by Charleston Boulevard, a 100-foot Primary Arterial as designated by the Master Plan of Streets and Highways. This roadway is adequate in size to accommodate 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.**

   If approved, the proposed Cannabis Dispensary use will be subject to business license requirements compliance which will assist with the protection of public health, safety and welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   The proposed Cannabis Dispensary use meets all distance separation requirements per Title 19.12.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc	
11/10/20	The Planning Commission (4-0-2 vote) recommends APPROVAL **on a Land Use Entitlement project (20-0206-SUP1) request for a Special Use** Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen).

Most Recent Change of Ownership	
08/23/19	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
06/21/16	Business License (#G64-03229) was issued for a Convenience Store/Gas Station use at 7650 West Charleston Boulevard. The license is listed as inactive as of 09/09/18.

Pre-Application Meeting	
09/15/20	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/30/20	Planning Staff conducted a routine field check and found an existing vacant commercial building. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	0.51

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Vacant	SC (Service Commercial)	C-1 (Limited Commercial)
North	General Retail, Other than Listed	SC (Service Commercial)	C-1 (Limited Commercial)
South	Multi-Family Residential	M (Medium Density Residential)	R-3 (Medium Density Residential)
East	Auto Repair Garage, Minor	SC (Service Commercial)	C-1 (Limited Commercial)
West	Las Vegas Valley Water District (LVVWD)	PF (Public Facility)	C-V (Civic)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Charleston Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	100	Y
Buffalo Drive	Primary Arterial	Master Plan of 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 Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Marijuana Dispensary	3,180 SF	1:175 SF	19				
TOTAL SPACES REQUIRED			19		22		Y
Regular and Handicap Spaces Required			18	1	21	1	Y

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

20-0206 09/16/2020

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Special Use Permit for A Dispensary

Project Address (Location) 7650 W. Charleston Blvd

Project Name Clear River **Proposed Use** Marijuana Dispensary

Assessor's Parcel #(s) 138-33-803-002 **Ward #** 1

General Plan: Existing _____ Proposed N/A **Zoning:** Existing C-1 Proposed N/A

Additional Information _____

Property Owner Buffalo & Charleston NMM, LLC Contact Randy Black

Address 10777 W. Twain Avenue, Suite 300 City Las Vegas State NV Zip 89135

E-mail randyblacksr@aol.com Phone 000-000-0000

Applicant Clear River, LLC Contact Randy Black

Address 10777 W. Twain Avenue, Suite 300 City Las Vegas State NV Zip 89135

E-mail randyblacksr@aol.com Phone 000-000-0000

Representative Kaempfer Crowell Contact Liz Olson

Address 1980 Festival Plaza Dr. #650 City Las Vegas State NV Zip 89135

E-mail eolson@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 ROBERT R. Black SR. manager

Subscribed and sworn before me

This 18T day of SEPTEMBER, 20 20

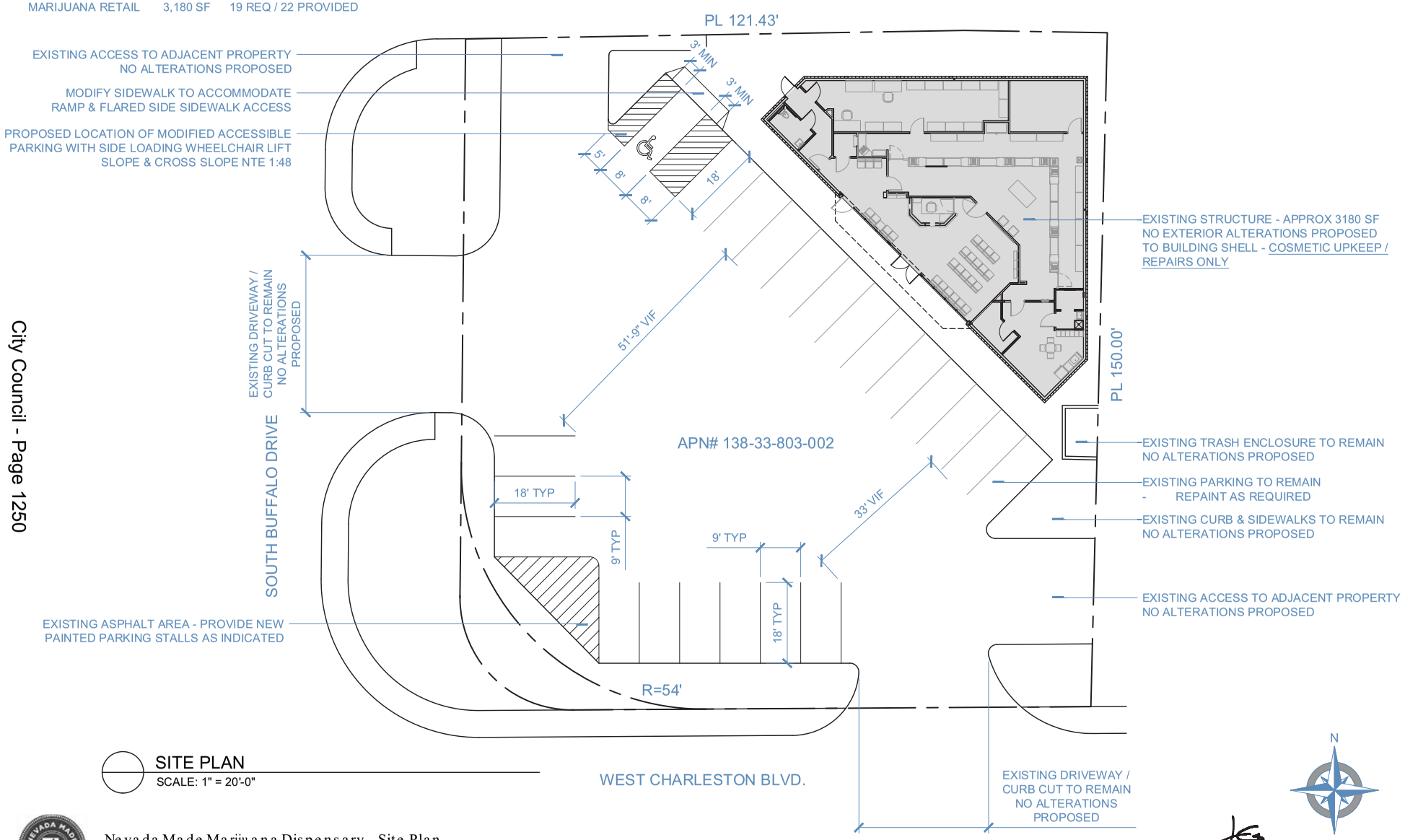
_____

Notary Public in and for said County and State

SALLY GIOVANETTI
Notary Public State of Nevada
No. 17-1491-1
My appt. exp. Feb. 7, 2021

REQUIRED PARKING PER CITY OLAS VEGAS - SECTION 19.12.070

USE	AREA	PARKING (1:175)
MARIJUANA RETAIL	3,180 SF	19 REQ / 22 PROVIDED



SITE PLAN
SCALE: 1" = 20'-0"

City Council - Page 1250

Nevada Made Marijuana Dispensary - Site Plan
Located at the NE corner of W. Charleston Blvd & S. Buffalo Drive - APN# 138-33-803-002
Date of Issue: April 29, 2019 - Revised September 16, 2020

Jones Greenwold • architecture & design
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Baughman & Turner, Inc.
Consulting Engineers & Land Surveyors

1210 Hinson Street
Las Vegas, Nevada 89102-1604

Phone (702) 870-8771
Fax (702) 878-2695

20-0206
09/16/2020

September 1, 2020

City of Las Vegas Planning Dept.
333 North Rancho Drive
Las Vegas, Nevada 89106

Re: Proposed Suitability Licensing
Marijuana Establishment (Retail Marijuana Store)
7650 West Charleston Blvd; APN 138-33-803-002

To Whom It May Concern,

I have researched existing records, performed an on-site visit of the above-referenced project, and verified in the field the following:

1) There are no facilities (as listed below) that would meet the definition of a "community facility" as defined by NRS 453A.322 and NRS 453D.030 located within a 300 foot radius of the proposed establishment.

   a. City Park;
   b. Church/house of worship;
   c. Community recreational facility (public);
   d. Individual care – family home, individual care – group home, or individual care center (in each case licensed for the care of children);
   e. Commercial recreation/amusement (indoor);
   f. Commercial recreation/amusement (outdoor);
   g. Library, art gallery or museum (public);
   h. Teen dance center;
   i. General personal service that provides a significant portion of its services to minors: or
   j. Any other use whose primary function is to provide recreational opportunities to minors.

2) There are no schools, public and/or private, that provide formal education associated with preschool through grade 12, as defined under NRS 453D, within a 1000 foot radius of the proposed establishment.

3) Proximity Exhibit is attached.

Should you have any questions, please feel free to contact David Turner at this office.

Sincerely,
Baughman & Turner, Inc.

Lyle E. Yenglin, PLS
Nevada Certificate No. 17019

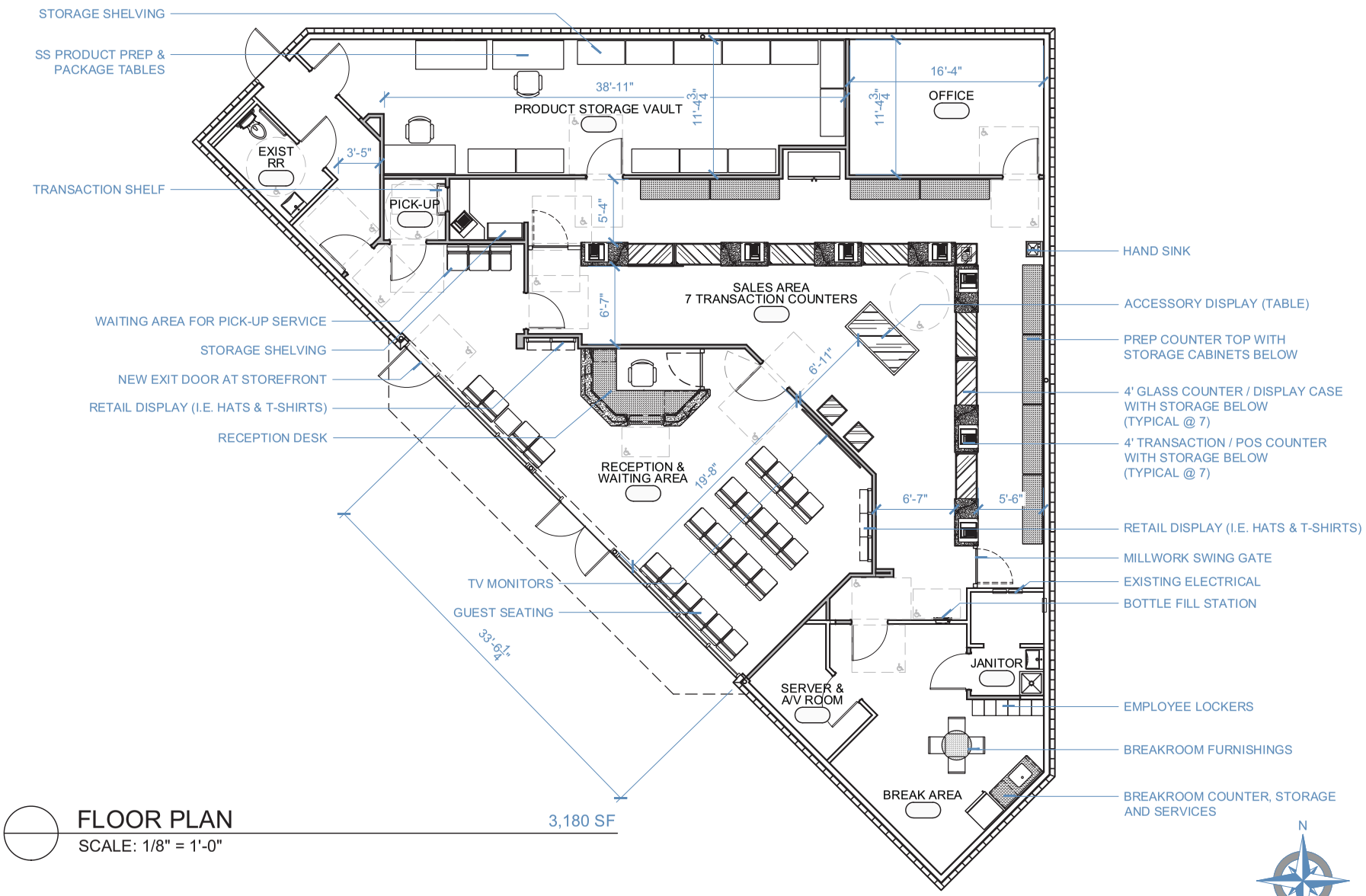
LEY/ms

PROFESSIONAL LAND SURVEYOR STATE OF NEVADA
LYLE E. YENGLIN
Exp. 6-30-22
No. 17019
9/01/20

20-0206
09/16/2020



LEGEND



FLOOR PLAN

3,180 SF

SCALE: 1/8" = 1'-0"

Nevada Made Marijuana Dispensary - Site Plan

Located at the NE corner of W. Charleston Blvd & S. Buffalo Drive - APN# 138-33-803-002

Date of Issue: April 29, 2019 - Revised September 16, 2020

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20-0206-SUP1 - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC
7650 WEST CHARLESTON BOULEVARD

09/30/2020



20-0206-SUP1 - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC
7650 WEST CHARLESTON BOULEVARD

09/30/2020

KAEMPFER
CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rjg@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

R-9-2020
11/18/20

September 16, 2020

COMPREHENSIVE PLANNING DEPARTMENT
333 N. Rancho Drive
Third Floor
Las Vegas, Nevada 89106

Re: ***Justification Letter – Special Use Permit***
Clear River, LLC
Charleston/Buffalo
APN: 138-33-803-002

To Whom It May Concern:

This firm represents Clear River, LLC (the "Applicant") in the above referenced matter. The property is located on approximately .51 acres on the northeast corner of Charleston Boulevard and Buffalo Drive (the "Property"). The Property is more particularly described as Assessor's Parcel Number 138-33-803-002. The Property is zoned Limited Commercial District (C-1). The Applicant is requesting a special use permit to allow for a marijuana dispensary.

Marijuana dispensaries are permitted within C-1 zoned districts upon the approval of a special use permit. The proposed dispensary would occupy the existing building on the Property. No alterations (apart from updating the signage) to the outside of the building, landscaping or off-sites are proposed. An initial survey has been conducted and the Property meets all proximity criteria. Specifically, there are no current or active business licenses/uses for community facilities within the 300 feet separation requirement and the Property is not within 1,000 feet from any school.

The proposed hours of operation will be 24 hours a day. Public access will be limited to one door in the front of the building. Product deliveries and service entry would be granted through a secured side entrance, ensuring that public access is well regulated and monitored.

The Property is located on the corner of two heavily travelled arterial roads, and is therefore an ideal location for the proposed use. Directly adjacent to the north is an existing tavern open 24 hours a day. To the south across Charleston is an existing R-3 development and additional C-1 commercial uses. To the west is the Las Vegas Valley Water District and to the east is an existing R-1 development.

Thank you in advance for your consideration. Please do not hesitate to let me know if you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

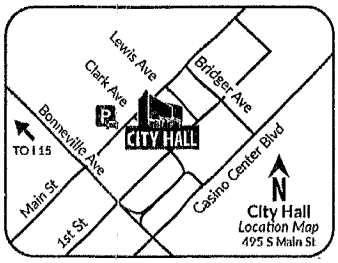
Robert J. Gronauer

262219v1

17080.9

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1
City Council Meeting of **12/16/2020**

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20-0206-SUP1
13833720030
CHILDERS REVOCABLE FAMILY TRUST
CHILDERS RUSSELL L & LAURIE TRS
7804 GABLE LN
LAS VEGAS NV 89145-2928

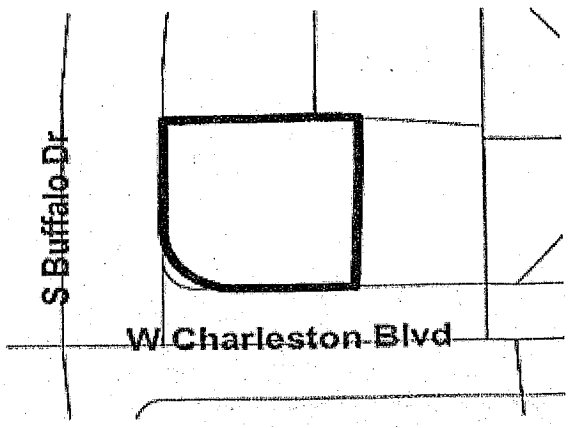
59 JRDFMP1 89145

Application Information

20-0206-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen). The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

We are opposed because the shop would be in close proximity to residences and Johnson Jr. High School.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/16/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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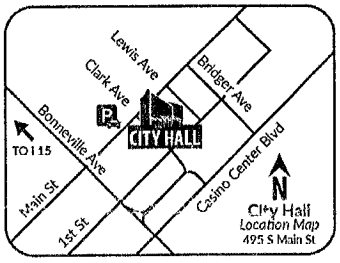
Permit No. 1630



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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833812002
RIEGER LIVING TRUST
RIEGER MICHAEL & C M CO-TRS
7712 PEACOCK AVE
LAS VEGAS NV 89145-5963

59 JRDFNP1 89145

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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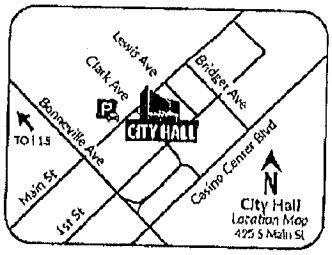

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

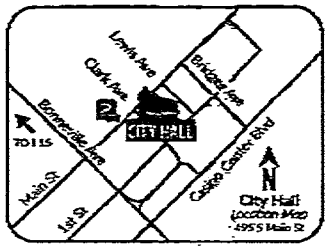
20-0206-SUP1
13833718127
SOMMER ANTHONY G FAMILY TRUST
SOMMER ANTHONY G TRS
2324 SUNRISE MEADOWS DR
LAS VEGAS NV 89134-6927

131 JRDFNP1 89134

Dec.07.2020 11:01 AM Molsberry 702/228-5445 fa 702 228 5445 PAGE. 1/ 1

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

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Permit No. 1630

20-0206-SUP1
13833803001
MAHILL LLC Merrill L. Molsberry
8144 MADDINGLY AVE
LAS VEGAS NV 89117-7638

COVER

143 JRDFNPI 89117

City Council - Page 1260

Dec.07.2020 10:46 AM Molsberry 702/228-5445 fa 702 228 5445 PAGE. 1/ 1

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2020 DEC -7 A 11:05

Application Information

20-0206-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen). The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

This Special Use Permit should not be granted.

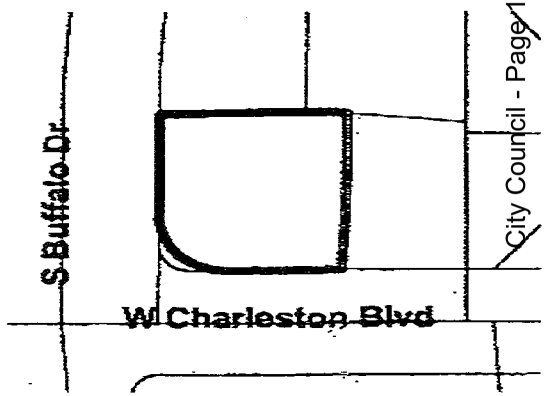
There will be only a fraction of the parking spaces necessary for such a retail sales company.

The city is in the process of taking these NECESSARY PARKING SPACES to build a new roadway from Charleston to Buffalo

Mahn II LLC

(702)218-7119

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/16/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**

LAS VEGAS NV 890
8 DEC 2020 PM 4 L

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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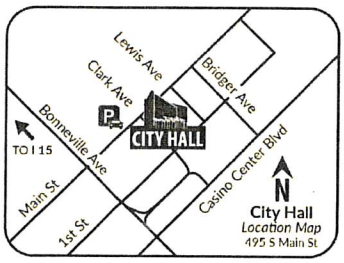

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833720005
BOYER LILLY K
7831 SETTLERS RIDGE LN
LAS VEGAS NV 89145-2927

59 JRDFNP1 89145

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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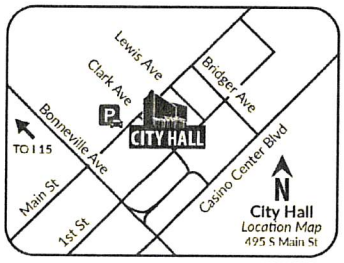

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20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833814061
TURCOTTE HOLLY ELLEN JT REV TR
7808 SHELTER ISLAND WAY
LAS VEGAS NV 89145-5947

Submitted after final agenda
Item 87

59 JRDFNP1 89145

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Las Vegas, Nevada 89101

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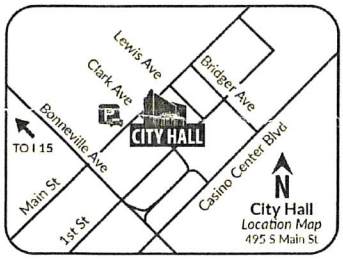

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20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833720111
PANGILINAN ANDREI J & ANGEL L
7901 GREYCREST CT # 101
LAS VEGAS NV 89145-2961

59 JRDFNP1 89145

LAS VEGAS NV 890
5 DEC 2020 PM 5 L

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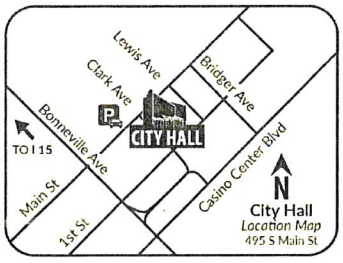

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833814056
SHOLES WINDA
7801 CANOE LN
LAS VEGAS NV 89145-5953

59 JRDFNP1 89145

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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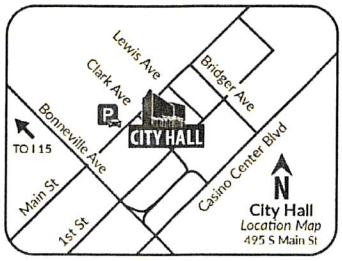

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Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

20-0206-SUP1
13833814024
GONCE SHERMAN B & BARBARA FAM TR
GONCE SHERMAN B & BARBARA L TRS
7828 CANOE LN
LAS VEGAS NV 89145-5949

59 JRDFNP1 89145

City of Las Vegas
Office of The City Clerk
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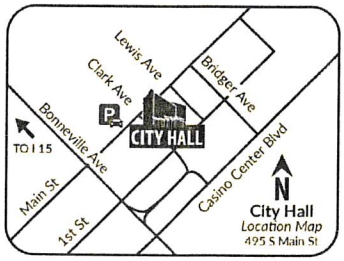

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

20-0206-SUP1
13833814059
VANDORN HOWARD N & SANDRA JO
6128 EAST BROOK AVE
LAKEWOOD CA 90713-1055

26 JRDFNP1 90713

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
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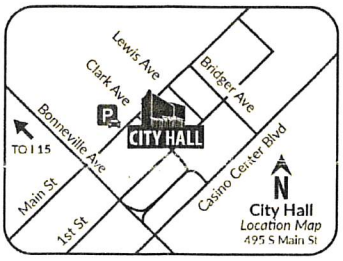

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Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

20-0206-SUP1
13833813012
DANIELSON JAMES D & PATRICIA A
809 PEACOCK CT
LAS VEGAS NV 89145-5924

59 JRDFNP1 89145

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Las Vegas, Nevada 89101

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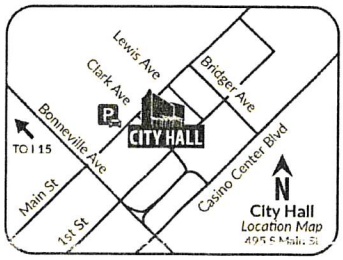

I Oppose RECEIVED CITY CLERK
I have 2 Childrens 2020 DEC 14 PM 12:23
16 and 12 years. and I am
Worried about having a dispensary
nearby, especially because in front
of Social Security Dep. is the tennis
School where my Childrens go, behind
MC. Donalds is the Football Field and in
Buffalo and Alta we have a school.

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

20-0206-SUP1
13834410022
MARTINEZ LEONEL HIPOLITO
7221 WILLIAM ANDERS AVE
LAS VEGAS NV 89145

59 JRDFNP1 89145

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Las Vegas, Nevada 89101

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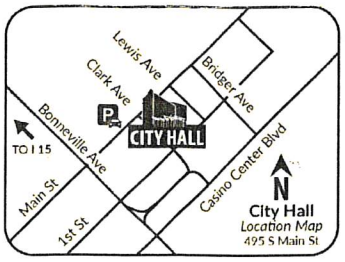

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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20-0206-SUP1

City Council Meeting of **12/16/2020**

20-0206-SUP1
13833718190
BERNSTEIN PAT
760 HUNTERS CREEK LN # 102
LAS VEGAS NV 89145-2999

59 JRDFNP1 89145

City of Las Vegas
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Las Vegas, Nevada 89101

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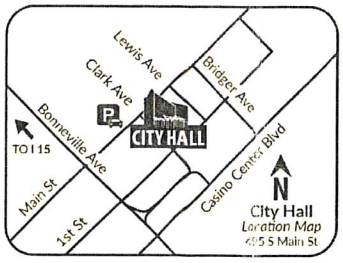

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

20-0206-SUP1
13833815019
KIRKMAN BERT W & SUSAN M
7608 PAUL WEITZ ST
LAS VEGAS NV 89145-5919

59 JRDFNP1 89145

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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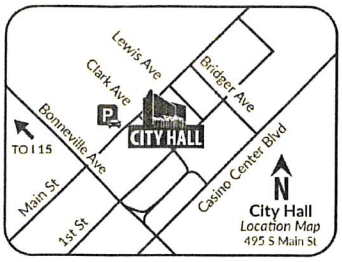

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833718189
BARNICKLE GERARD & ANGELA
760 HUNTERS CREEK LN # 101
LAS VEGAS NV 89145-2953

59 JRDFNP1 89145

City of Las Vegas
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Las Vegas, Nevada 89101

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Las Vegas, NV
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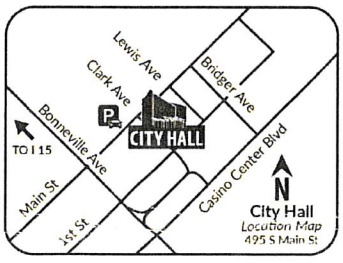

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20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833718028
STOCK JOHN J & ROBERTA C
845 YACHT HARBOR DR
LAS VEGAS NV 89145-2917

59 JRDFNP1 89145

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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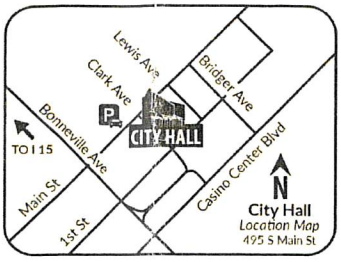

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

20-0206-SUP1
13833814052
MCKEE JOANN M
7809 CANOE LN
LAS VEGAS NV 89145

59 JRDFNP1 89145

City of Las Vegas
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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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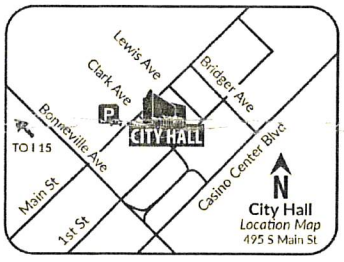

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

20-0206-SUP1
13833815003
EVERSON NICHOLE R & KELLY D
1025 JOSEPH KERWIN
LAS VEGAS NV 89145-5905

for both residents

59 JRDFNP1 89145

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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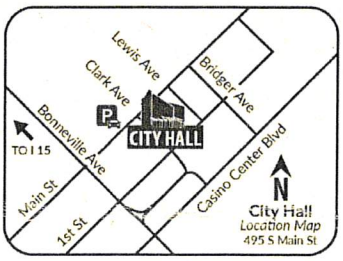

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

OVER

Please use available blank space on card for your comments.

20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833803001
MAHILL L L C Merrill L. Mahlberg
8144 MADDINGLY AVE
LAS VEGAS NV 89117-7638

143 JRDFNP1 89117

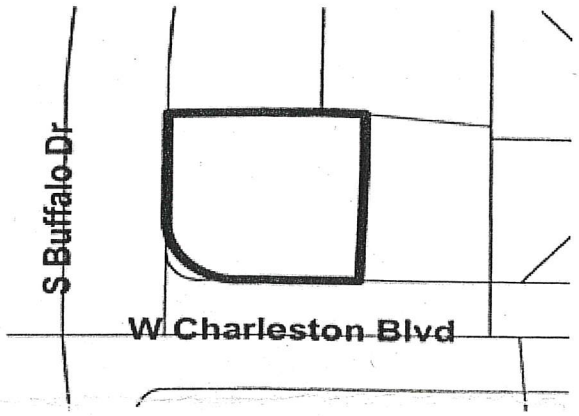
Application Information

20-0206-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen). The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

This Special Use Permit should not be granted. There will be only a fraction of the Parking Spaces Necessary for such a Retail Sales Company. The city is in the PROCESS of taking those NECESSARY PARKING SPACES to build a new roadway from Charleston to Buffalo

Mahill LLC
(702) 218-7119

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/16/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

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City of Las Vegas
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495 South Main Street, 2nd Floor
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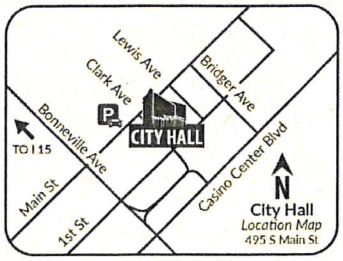

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833718026
STINGER LINDA D
833 YACHT HARBOR DR
LAS VEGAS NV 89145-2917

Comments on reverse!

59 JRDFNP1 89145

Application Information

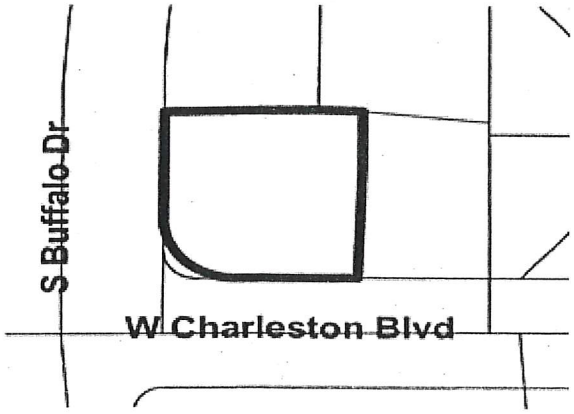
20-0206-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen). The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

Too close to Social Security Office and Dance Studio for young girls.

12-5-20

FDS

Application Location



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Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

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City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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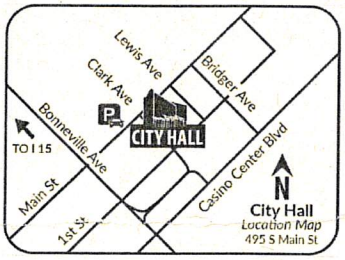

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

20-0206-SUP1
13833720131
TOBLER RONALD E & JUDITH
7251 DEL REY AVE
LAS VEGAS NV 89117-1514

143 JRDFNP1 89117

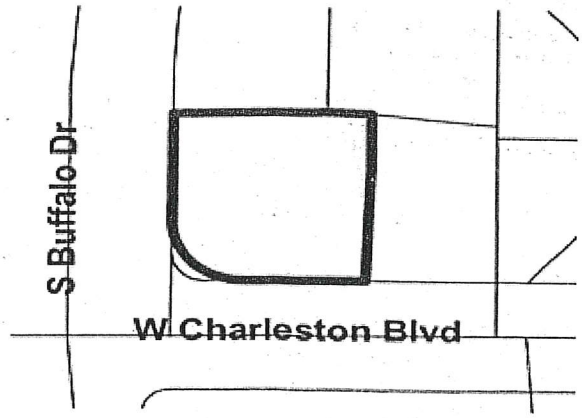
Application Information

20-0206-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen). The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

We have enough Marijuana dispensaries in this neighborhood. Please vote against this Proposal!

Drs Mrs Ronald E Tobler

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/16/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

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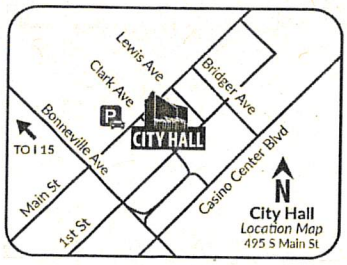

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1
City Council Meeting of **12/16/2020**

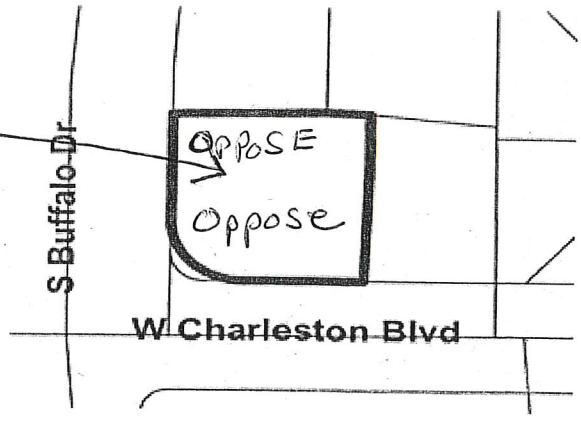
20-0206-SUP1
13833815015
SHERMAN NORA ANN REV LIV TR
SHERMAN NORA ANN TRS
908 JOSEPH KERWIN DR
LAS VEGAS NV 89145-5906

59 JRDFNP1 89145

Application Information

20-0206-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen). The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/16/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

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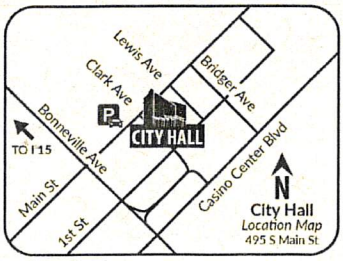

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833813038
KUNZ DONNA M REVOCABLE LIVING TR
KUNZ DONNA M TRS
813 SAM JONAS DR
LAS VEGAS NV 89145-5935

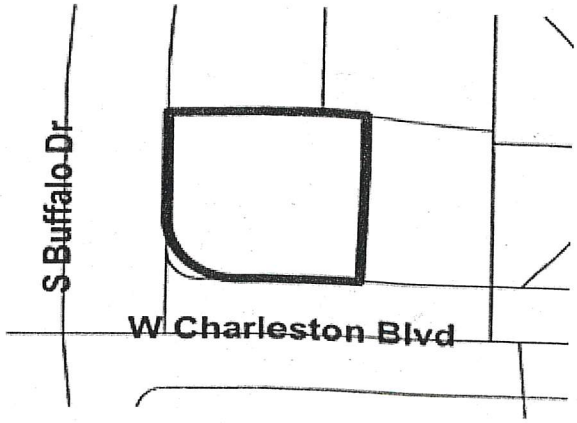
59 JRDFNP1 89145

Application Information

20-0206-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen). The Planning Commission (4-0-2 vote) and Staff recommend APPROVAL.

I am very opposed to this site - it is my backyard! I am concerned about robberies, property values, traffic. It is too close to my home and neighborhood

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/16/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl Las Vegas, Nevada
Time:	9:00 a.m.

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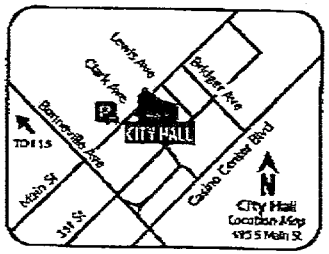

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

City Council Meeting of **12/16/2020**

20-0206-SUP1
13833720107
HESSER FRANK P TRUST
NIXT VICKI L TRS
837 AEGEAN DR
SCHAUMBURG IL 60193-3823

132 JRDFNP1 60193

12/07/2020 22:08 8475460484 NICASA ADMIN PAGE 02/02

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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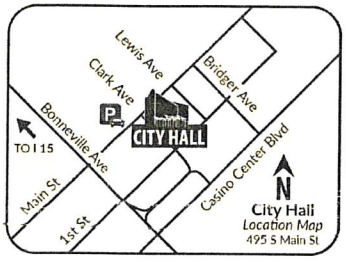

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833720011
STRAWN KAREN
7825 SETTLERS RIDGE
LAS VEGAS NV 89145-2926

59 JRDFNP1 89145

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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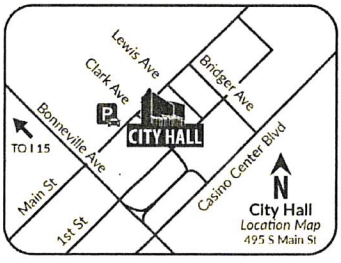

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1
City Council Meeting of **12/16/2020**

20-0206-SUP1
13833815010
VENSKE RANA
917 JOSEPH KERWIN DR
LAS VEGAS NV 89145-5944

Submitted after final agenda
Item 87

59 JRDFNP1 89145

From: Shara
To: Meeting Comments
Subject: Clear River, LLC Proposed Dispensary Application
Date: Wednesday, December 16, 2020 11:58:13 AM

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I would like to submit by approval for the proposed Dispensary application. It would be wonderful to have a Dispensary in a location close to home, and that has been vacant for way too long. Marijuana dispensaries are legal businesses and there should be no reason to oppose this application. Even the Federal Government is finally coming around to decriminalizing marijuana. There are proven health benefits in marijuana, and I have personally benefitted from them.

Thank you,
Shara Bradley

Sent from Mail for Windows 10

Submitted at City Council
Date 12/16/20 Item 87

From:	Vanessa Parra
To:	Meeting Comments
Subject:	Clear river,LLC proposal dispensary application
Date:	Wednesday, December 16, 2020 10:09:04 AM

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Hi my name is Vanessa sanche and I agree to open the dispensary thanks

Enviado desde mi iPhone

From: michael lytle
To: Meeting Comments
Subject: Las Vegas City Council Meeting clear river,llc proposed dispensary application. december 16 2020
Date: Wednesday, December 16, 2020 9:37:37 AM

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I Michael Lytle support Clear River dispensary

From: David Lippold
To: Meeting Comments
Subject: meeting regarding clear river,LLC proposed dispensary application
Date: Wednesday, December 16, 2020 8:50:17 AM

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Hello this email is regarding the
Las vegas city council meeting
Date December 16,2020
Subject Clear River, LLC proposed dispensery application

I live at 1004 Joseph Kerwin Dr
I am not opposed to a dispensery I do have back pain issues and the use of edible Products help greatly for me to sleep and get a full night sleep without waking up every hour. I also don't have to use addictive pills.

Thank you for taking the time and hearing my thoughts
David Lippold

Sent from Mail for Windows 10

From: G
To: Meeting Comments
Subject: Clear River, LLC Proposed Dispensary Application
Date: Tuesday, December 15, 2020 10:17:20 AM

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Las Vegas City Council Meeting on 12/16/2020, I have no objection to to the proposed dispensary being granted. I would rather see a job creating and tax earning business open up than a dilapidated empty building on the corner..

Sent from my iPad

From: ~ Alexis ~
To: Meeting Comments
Subject: Clear River, LLC Proposed Discpensary Application
Date: Tuesday, December 15, 2020 8:27:25 AM

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Meeting Name: Las Vegas City Council Meeting
Date: December 16, 2020
Subject Line: Clear River, LLC Proposed Dispensary Application

Hello!

I have signed the petition saying I have no issues with this proposed dispensary, and I would like to let you know via email I have no issues with this proposed dispensary.

This will be not too far from my house and while myself and my family don't partake, i know it would be helpful to have one in the area for others who need it.

I hope this helps the project.

Thank you!
Alexis Apodaca

From:	anthony gaspardi
To:	Meeting Comments
Subject:	Clear River, LLC Proposed Dispensary Application
Date:	Monday, December 14, 2020 12:08:18 PM

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Attention: Las Vegas City Council
Date: December 16

I am in favor of the proposed dispensary site at the NE corner of Charleston & Buffalo. I think that having a new business in the old 7-11 location could stimulate the area and help with the run-down look that we currently see on the corner.

Some of my concerns are adequate security & surveillance, as well as foot traffic in the area. I would like assurance that proper security will be provided, and there will be no loitering issues which would affect the adjoining neighborhood. This area is normally quiet and crime free and I know that the neighbors behind the business would appreciate all efforts to protect the safety and security of the neighborhood. with a 24 hour business in place.

Also, I would like to see a clean and professional look for the proposed business for surrounding businesses to model after. Something much neater and appealing than the yellow and green tire shop next door.

I have discussed lighting issues with the site manager and the only concern would be to have current lighting adjusted as to no longer be intrusive into the neighborhood to the rear of the building. Numerous residents are affected by current high intensity lighting that is directed into back yards and bedroom windows.

Thank you for your time and concern in this proposal.

Anthony

From:	Brandon Campopiano
To:	Meeting Comments
Subject:	Clear River, LLC Proposed Dispensary Application
Date:	Friday, December 11, 2020 7:10:27 PM

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Las Vegas City Council Meeting
December 16, 2020

I approve the location of this dispensary. I think it's a great idea and would love to welcome this business in my neighborhood.

Best,
B.C

From:	Robert Nittinger
To:	Meeting Comments
Cc:	Lorraine Nittinger
Subject:	Meeting Name: Las Vegas City Council Meeting RE: Clear River, LLC Proposed Dispensary Application
Date:	Friday, December 11, 2020 3:29:57 PM

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To Whom it may concern;
We who reside at 912 Joseph Kerwin Drive, Las Vegas, Nevada, 89145, have NO objection to the opening of the new dispensary, known as Clear River, LLC Proposed Dispensary Application on the corner of Charleston and Buffalo.

Robert & Lorraine Nittinger
912 Joseph Kerwin Drive
Las Vegas, NV, 89145
Ph: (702) 665-5004

From: Vivian Petrik
To: Meeting Comments
Subject: 20-0206-SUPI. City Council Meeting of 12/16/2020
Date: Friday, December 11, 2020 3:17:30 PM

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Meeting: City Council
Date: 12/16/2020
Location: City Council Chambers
495 South Main St., 2nd Fl.
Las Vegas, Nevada
Time: 9:00 a.m.
Please oppose this request on 20-0206-SUPI

13833810008
PETRIK FAMILY TRUST
PETRIK WAYNE D & VIVIAN L TRS
7900 SAILBOAT LN
LAS VEGAS NV 89145

From: Toni T Thompson
To: Meeting Comments
Subject: support of the proposed dispensary
Date: Thursday, December 10, 2020 3:15:15 PM

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Las Vegas city council meeting
december 16,2020
Clear River LLC Proposed Dispensary Meeting

I support the approval of the Dispensary . As a member of this community I think it would improve the area . I have lived in this neighborhood for over 40 years .

Thank you,
Toni T Thompson

From: Carolyn paquette
To: Meeting Comments
Subject: Clear River, LLC Proposed Dispensary Application
Date: Thursday, December 10, 2020 2:11:07 PM

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For the Las Vegas City Council Meeting, December 16, 2020, I would like to voice my approval for the Dispensary. My name is Carolyn Paquette 421 Anatolia ln, LV, NV 89145. Thank you

From:	pad9258@yahoo.com
To:	Meeting Comments
Subject:	Clear River, LLC Proposed Dispensary Application
Date:	Wednesday, December 9, 2020 6:27:47 PM

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Sent from my iPad
Las Vegas City Council Meeting
December 16, 2020
Clear River, LLC Proposed Dispensary Application

I support the application for the dispensary in this neighborhood. I live on Parakeet Avenue.

From: Tony Truth Harris Boy
To: Meeting Comments
Subject: Clear river, LLC Proposed dispensary application
Date: Tuesday, December 8, 2020 4:56:21 PM

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Meeting name: Las Vegas city Council meeting
Date: December 16, 2020
My name is Tony Harris I reside at 621 Sanjana Dr., Las Vegas, NV 89145 I would like the city Council to approve the above mentioned dispensary application thank you

From:	se.augustbrown@gmail.com
To:	Meeting Comments
Subject:	[WARNING: POSSIBLE SPOOF]Public Hearing Comments
Date:	Monday, December 7, 2020 9:25:59 AM

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Hello, I'd like to submit my comments on the following hearing:

Meeting Name-- Special Use Permit Public Hearing, Applicant Clear River LLC Owner for property at Charleston and Buffalo

Meeting Date-- December 16, 2020 9 a.m.

Item Number-- 20-0206-SUPI

Comments

Please, please, please do not let another marijuana dispensary to be opened in this neighborhood. We already have plenty around here. They have been opening up like popcorn. This is a nice neighborhood and please don't trash it up.
Thank you for the opportunity to comment on this.

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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NOV 16 2020
Dept of Planning
City of Las Vegas

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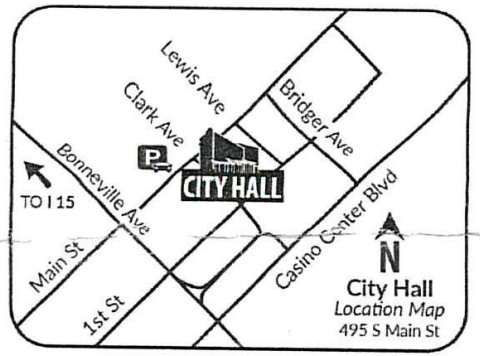

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833718158
GIGLIOTTI GEORGE A
7900 FOSSIL CREEK LN # 202
LAS VEGAS NV 89145-2907

59 HRDFNP1 89145

City Council - Page 129

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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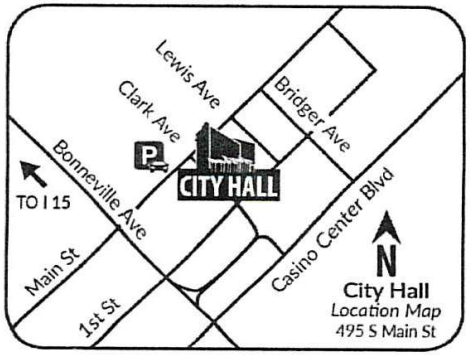
NOV 16 2020
City of Las Vegas



City Council - Page 298

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833813038
KUNZ DONNA M REVOCABLE LIVING TR
KUNZ DONNA M TRS
813 SAM JONAS DR
LAS VEGAS NV 89145-5935

I am also fearful of robberies which is why it is Too close to my house! My backyard overlooks Buffalo and that space! bordered by!!!

59 HRDFNP1 89145

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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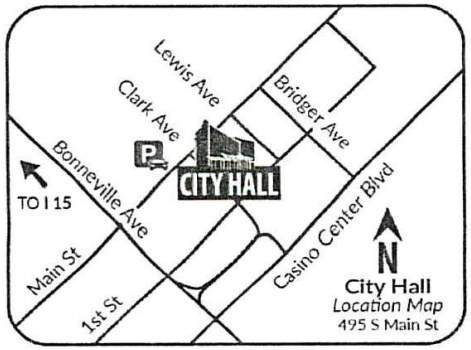

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City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833720131
TOBLER RONALD E & JUDITH
7251 DEL REY AVE
LAS VEGAS NV 89117-1514

143 HRDFNP1 89117

City of Las Vegas
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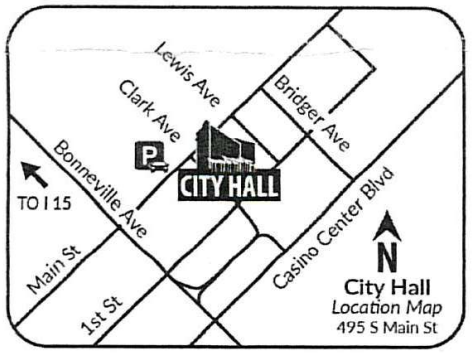

City Council - Page 1395

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833812006
BURNAR FAMILY TRUST
BURNAR NICOLAE & MARGARET TRS
7624 PEACOCK AVE
LAS VEGAS NV 89145-5921

59 MRDFNP1 89145

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Las Vegas, Nevada 89106

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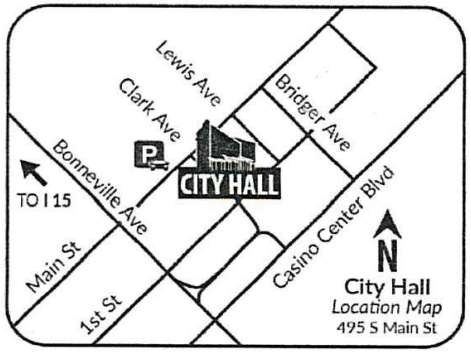

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City Council - Page 1199

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833720150
BRYAN KELLY & CARLA
717 WHEAT RIDGE LN # 204
LAS VEGAS NV 89145

59 HRDFNP1 89145

Nora Lares

From: noreply@formstack.com
Sent: Saturday, October 31, 2020 5:58 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2020
Submitted at 10/31/20 5:57 PM

Meeting Date:	Tuesday, November 10, 2020
Project Number:	20-0206
Position:	I OPPOSE the project and all related applications.
Name:	Nichole Everson
Residential or Business Address:	1025 Joseph Kerwin Dr Las Vegas, NV 89145
Phone:	(702) 885-7510
Email:	nreverson@hotmail.con
Comments:	We DO NOT approve of a marijuana dispensary at 7650 w Charleston Ave. NEVER

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

31P

Nora Lares

From: noreply@formstack.com
Sent: Saturday, October 31, 2020 6:00 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2020
Submitted at 10/31/20 5:59 PM

Meeting Date:	Tuesday, November 10, 2020
Project Number:	20-0206
Position:	I OPPOSE the project and all related applications.
Name:	Kelly Everson
Residential or Business Address:	1025 Joseph Kerwin Dr Las Vegas, NV 89145
Phone:	(702) 630-4590
Email:	itsbeachday@gmail.com
Comments:	We DO NOT approve of a marijuana dispensary at 7650 w Charleston Ave. NEVER

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31P

Nora Lares

From: noreply@formstack.com
Sent: Monday, November 2, 2020 9:55 AM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2020
Submitted at 11/02/20 9:55 AM

Meeting Date:	Tuesday, November 10, 2020
Project Number:	20-0206-S
Position:	I OPPOSE the project and all related applications.
Name:	caroline torres
Residential or Business Address:	7823 settlers ridge ln Las Vegas, NV 89145
Phone:	(702) 804-9210
Email:	cmt@embarqmail.com
Comments:	WE DO NOT NEED THE EXTRA TRAFFIC IN THAT AREA.

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Las Vegas, Nevada 89106

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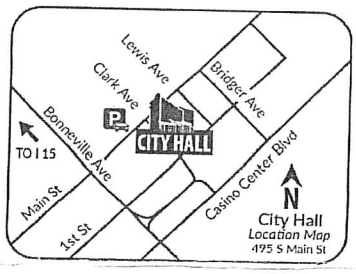

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

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20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13834410022
MARTINEZ LEONEL HIPOLITO
7221 WILLIAM ANDERS AVE
LAS VEGAS NV 89145

59 HRDFMP1 89145

Submitted after final agenda

31P

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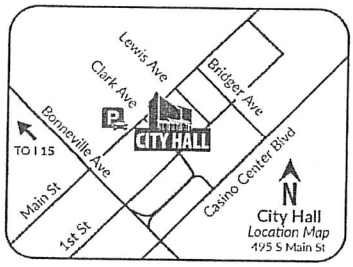

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833814005
MOYA RONALD & BONNIE
7913 SAILBOAT LN
LAS VEGAS NV 89145

59 HRDFNP1 89145

31P

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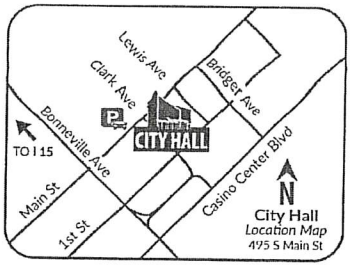

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

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20-0206-SUP1
13833813012
DANIELSON JAMES D & PATRICIA A
809 PEACOCK CT
LAS VEGAS NV 89145-5924

59 HRDFNP1 89145

31P

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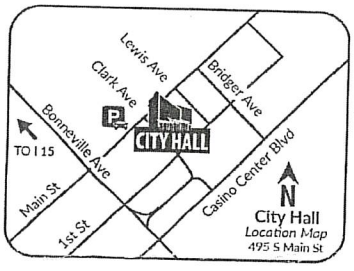

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833720030
CHILDERS REVOCABLE FAMILY TRUST
CHILDERS RUSSELL L & LAURIE TRS
7804 GABLE LN
LAS VEGAS NV 89145-2928

59 HRDFNP1 89145

31P

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Las Vegas, Nevada 89106

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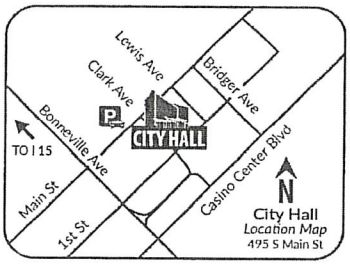

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833715006
WEREMEICHIK 2012 TRUST
WEREMEICHIK MIRIAM TRS
721 SAM JONAS DR
LAS VEGAS NV 89145-5931

59 HRDFNP1 89145

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Las Vegas, Nevada 89106

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City of Las Vegas

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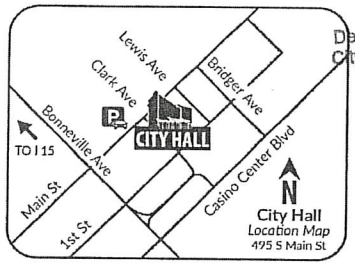

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

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This is a busy intersection, that ever would make worst. obeying this. We don't need it put it in Summerlyn.

20-0206-SUP1
13833814024
GONCE SHERMAN B & BARBARA FAM TR
GONCE SHERMAN B & BARBARA L TRS
7828 CANOE LN
LAS VEGAS NV 89145-5949

59 HRDFNP1 89145

31P

City of Las Vegas
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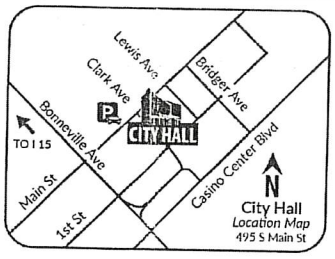

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~~I SUPPORT this Request~~

I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833715025
WASHUM FAMILY REVOCABLE LIVING TRUST
WASHUM DUANE ALDON & LINDA MAE TRS
7713 PHEASANT LN
LAS VEGAS NV 89145-5965

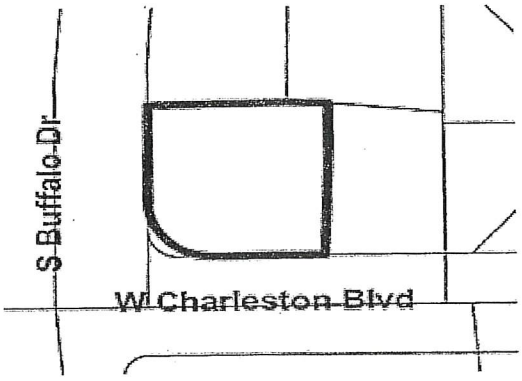
59 HRDFNP1 89145

Application Information

20-0206-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: CLEAR RIVER, LLC - OWNER: BUFFALO & CHARLESTON NMM, LLC - For possible action on a Land Use Entitlement project request for a Special Use Permit FOR A PROPOSED 3,180 SQUARE FOOT MARIJUANA DISPENSARY USE at 7650 West Charleston Boulevard (APN 138-33-803-002), C-1 (Limited Commercial), Ward 1 (Knudsen).

I AM TOTALLY AGAINST "POT." THERE IS NOTHING GOOD THAT CAN COME FROM HAVING A "DISPENSARY" SO CLOSE TO A SCHOOL AND RIGHT NEXT TO RESIDENTIAL NEIGHBOR HOODS. THERE IS ALREADY A SMOKE SHOP THAT SELLS POT AT W. CHARLESTON AND DURANGO. ISN'T THAT ENOUGH?!!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*11/10/2020*
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to and during the meeting at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018, or, prior to this meeting, may 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/meetings

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

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City of Las Vegas

20-0206-SUP1
13833720043
ISRAEL JOAN
5037 N TIOGA WAY
LAS VEGAS NV 89149-5831

89 HRDFNP1 89149

31P

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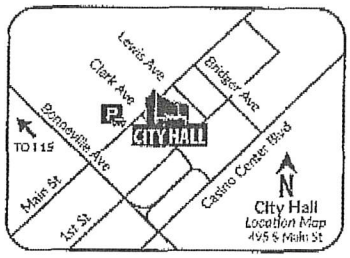

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833815019
KIRKMAN BERT W & SUSAN M
7608 PAUL WEITZ ST
LAS VEGAS NV 89145-5919

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NOV 10 2020
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City of Las Vegas

59 HEDFMP1 89145

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PAGE 01/01
NICASA ADMIN
11/04/2020 21:46 8475460484

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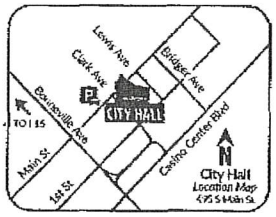

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20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

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City of Las Vegas

20-0206-SUP1
13833720107
HESSER FRANK P TRUST
NIXT VICKI L TRS
837 AEGEAN DR
SCHAUMBURG IL 60193-3823

132 HRDFMP1 60193

31P

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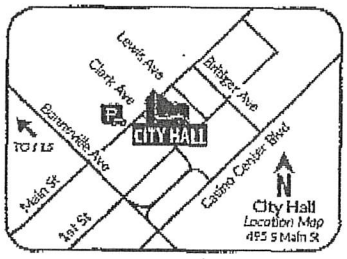

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0206-SUP1
Planning Commission Meeting of **11/10/2020**

Far too close to residential area. The smell from dispensaries permeates the surrounding area. It will cause our property value to plummet! Vote NO!

20-0206-SUP1
13833813005
WITTER WILLIAM C & PHYLLIS
3540 W SAHARA AVE # 104
LAS VEGAS NV 89102-5816

89 MRDFNP1 89102

31P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
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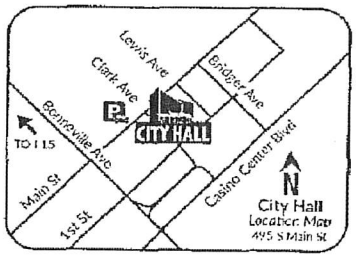
Las Vegas, NV
Permit No. 1630

Return Service Requested

Official Notice of Public Hearing



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NOV 10 2020
Dept of Planning
City of Las Vegas

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20-0206-SUP1

Planning Commission Meeting of **11/10/2020**

20-0206-SUP1
13833718127
SOMMER ANTHONY G FAMILY TRUST
SOMMER ANTHONY G TRS
2324 SUNRISE MEADOWS DR
LAS VEGAS NV 89134-6927

131 MRDFNP1 89134

Nov 01 20 01:53p LVFH - Anthony Sommer 7023602631 p.1

31P

20-0206-SUP1

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NOV 09 2020

Dept of Planning
City of Las Vegas

PETITION IN SUPPORT

To: Las Vegas Planning Commission and City Council
Las Vegas, Nevada

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Thank you for your attention to this matter.

Print Name:	Address:	Signature:
Fernando P. Damian	(1) 825 Peacock Ct	[signature]
Jarvis Washington	(2) 820 Peacock	[signature]
Kelly Lee Chinn	(3) 716 Sam Jonas Dr	89145 Kelly
Lee Goodman	(4) 724 Sam Jonas	89145 Lee Goodman
[illegible]	(5) 724 Sam Jonas	89145
Rosa Muifarro	(6) 737 Sam Jonas Dr	89145
Rita Bernaldo	(7) 701 Sam Jonas Ave	[signature]
John Lee	(8) 701 Owl Place L.V.	[signature]
James Latronica	(9) 7613 Pheasant Lane LV NV 89145	[signature]
Denise Garcia	(10) 7701 Pheasant Lane LV NV	[signature]
Richard Ramirez	7701 Pheasant Lane LV NV	[signature]
Michael Selvage	(11) 7705 Pheasant Ln. LV, NV	[signature]
Carl Jackson	(12) 7700 Pheasant Lane LV NV	[signature]
Phyllis Whitaker	(13) 7600 Pheasant L.N	Phyllis Whitaker
Eddie Klimes	(14) 7721 Partridge Ave	Eddie Klimes

31 A (x14)

20-0206-SUP1

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NOV 09 2020
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City of Las Vegas

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Thank you for your attention to this matter.

	Print Name:	Address:	Signature:
1	Tim CLYNE	7933 TULUM Ct.	
2	Clint Brocsure	1020 Palmhurst	
3	Charly Cutler	1075 James Lovell St 89145	
4	Cadony Fernandez	1017 James Lovell St	
5	LORETTA MAY	1005 James Lovell St	
6	Stacey Coontine	1025 James Lovell St	
7	Norman Hamilton	1009 James Lovell St	
8	Michael Lytle	908 Alan Shepard St	
9	Teresa M Viglione	921 Alan Shepard St	
10	Sarah Bragger	1016 Alan Shepard	
11	Luis Hernandez	7225 William Anders Avenue	
12	Alia Thygesen	7217 William Anders Ave	
13	Tanya Thompson	7216 William Anders	
14	Celina Juarez	1017 palmhurst DR	

31 A (x14)

20-0206-SUP1

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Thank you for your attention to this matter.

	Print Name:	Address:	Signature:
1	RAFAEL HERNANDEZ	1608 palm HURST DR	
2	Brianna Kirkham	7201 Skytrail ave	
	Jenna Kirkham	7201 SKYtrail ave	
3	SETH CHANPAIPET	7608 PARTRIDGE AVE.	
	Shane Lombardo	7717 Partridge Ave	
5	CHARLES PEARCE	705 OWL PL.	
6	EDGAR	7702 Pheasant Ln	
7	Fernando Vergara	713 Owl Pl 702-582-1728	
8	Michael Price	702-858-8432 813 OWL PL	
9	JOE MARZOCCO	808 THRUSH	
10	Daniel Contreras	7700 MACAW LN	
11	William Kneeland	804 Sam Jones Dr	
	Barbara Moore	804 Sam Jones Dr	
12	MARCUS M.	773 Sam Jones Dr	

31A(x12)

20-0206-SUP1

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NOV 09 2020

Dept of Planning
City of Las Vegas

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Thank you for your attention to this matter.

Print Name:	Address:	Signature:
Idilio Monsiva	(1) 1032 Alan Shepard	[signature]
Michael Parr	(2) 1029 Alan Shepard	[signature]
Debbie Zike	(3) 1021 Alan Shepard	[signature]
Byron Derswaldt	(4) 1012 Alan Shepard St	[signature]
Lois McCaskill	(5) 901 Alan Shepard	[signature]
Alberto Viruella	(6) 7208 John Glenn Cir	[signature]
Susan Scherer	(7) 7216 John Glenn Cr	[signature]
Rudolph Scherer	7216 John Glenn Cr	[signature]
Michelle Lamb	(8) 7220 John Glenn Cr	[signature]
Tyler Perna	(9) 7221 John Glenn	[signature]
Aleshia Stewart	(10) 7217 John Glenn	[signature]
Josef Stevenson	(11) 936 Palmhurst DR	[signature]
Robert G. Jennings	(12) 616 Palmhurst Dr 89117	[signature]
A. Verrelks	(13) 1004 Palmhurst Dr	[signature]
Elizabeth Null	(14) 1016 Palmhurst DR	Elizabeth J. Null

31A (x14)

20-0206-SUP1

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Thank you for your attention to this matter.

Print Name:	Address:	Signature:
Eric McClintock (1)	712 Thrush Drive	
Carlos Paisano (2)	4612 Partridge Ave	
Richard Rodela (3)	821 Peacock Ct	
Laurie A. Favire-Klueshen (4)	825 Peacock Ct	Laurie Favire-Klueshen
Craig MacDonald (5)	4620 Peacock Ct	
TAYLOR CRAWFORD (6)	7721 MACAW LANE	
KAREN STEVENS	7721 MACAW LANE	
Irene Stone (7)	817 Sam Jonas Dr	
CLAUDE PLESS (8)	7716 Partridge Ave	
Ann Smith (9)	900 Alan Shepard St.	
Kim Hemenway (10)	912 Alan Shepard St.	
JESS MOTEN JACKSON (11)	928 ALAN SHEPARD	
CHRIS MOTEN JACKSON	928 ALAN SHEPARD	
DIANE GRANDINETTI (12)	1024 ALAN SHEPARD	
Brandon Bearisky (13)	7237 William Andrews	

31A (x13)

20-0206-SUP1

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City of Las Vegas

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Thank you for your attention to this matter.

Print Name:	Address:	Signature:
Brandon Campo	(1) 7616 Peacock Ave	[signature]
Lindsey Beckwith	7616 Peacock Ave	[signature]
Jacy Lopez	(2) 805 Sam Jonas Dr	[signature]
Estefania Magdalena	805 Sam Jonas Dr	[signature]
Theresa Rios	(3) 7725 Macaw Ln	[signature]
Michael Markland	(4) 816 Thrush Dr	[signature]
Nona Flores	Thrush Dr	[signature]
Patricia Shupp	(5) 7709 Peacock Ave.	Patricia Shupp
Alvina Wahinehookae	(6) 7700 Peacock Ave	[signature]
Craig MacDonald	(7) 7620 Peacock Ave	Craig MacDonald
David Campopiano	(8) 7616 Peacock Ave	D Campopiano
Hire me Diana Batrez	(9) 7716 Macaw Ln.	[signature]
Cliff Hornby	(10) 813 Trush Dr	Clifford Hornby
Vernon Barrett	(11) 805 Peacock Ct	[signature]
[signature]	805 Peacock Ct	[signature]

31A(XII)

20-0201-SUP1

RECEIVED

NOV 09 2020

Dept of Planning
City of Las Vegas

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Thank you for your attention to this matter.

Print Name:	Address: LV NV 89145	Signature:
Rosa [illegible] (1)	7612 Blackpond ave	[signature]
Robert M Jackson III (2)	7729 Seagull AVE	[signature]
Alejandro Imperial (3)	617 Sam Jones Dr	[signature]
Ben Panzarella (4)	6013 Sam Jones Dr 89146	[signature]
John & Nittinger (5)	7600 Paul Wetz St.	[signature]
Janet Nittinger	7600 Paul Wetz St.	[signature]

31A (x5)

20-0201-SUP1

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Thank you for your attention to this matter.

Print Name:	Address: LV NV 89145	Signature:
Ricardo Torres (1)	613 Blooming Grove Ct 89145	
April Long (2)	604 Bloomingfield Ln 89145	
Leticia Rios (3)	7605 Charles Conrad Cir 89145	
Barbara Martinez (4)	1021 Joseph Kahwn	
Don Reeves (5)	909 Joseph Korwin	
Stephanie Steve (6)	760 Paul Weitz St	
Katelyn Britt Butler (7)	7501 Skylark Pl 89145	
Autumn Phelps	7501 Skylark pl 89145	
Dakota Thomas (8)	633 Thrush Dr 89145	
ANGEL ZAVALETA (9)	629 THRUSH DR	ANGEL ZAVALETA
Brenna Taylor (10)	625 Thrush dr 89145	
Lori Douglas (11)	7728 PARAKEET AVE	
Yadira Ortega (12)	7712 Parakeet ave.	
Jackie Alsparga (13)	7700 parakeet Ave	
Rosemary Sherbondy	7700 parakeet ave,	

31A (x13)

20-0201-SUP1

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Thank you for your attention to this matter.

Print Name:	Address: LV NV 89145	Signature:
MARSHA HENNEY	(1) 909 JOSEPH KERWIN DR	Marsha Henney
Bernice Barnaga	(2) 913 Joseph Kerwin Dr	[illegible]
LORRAINE Nittinger	(3) 912 Joseph Kerwin DR.	Lorraine Nittinger
Andrew Cap	(4) 7613 Paul Weitz St	[illegible]
JOHNATHAN GARCIA	(5) 7617 PAUL WEITZ ST	[illegible]
Anthony Gaspardi	(6) 7624 Paul Weitz St	[illegible]
HAYLEY GARCIA	7617 PAUL WEITZ ST.	[illegible]
DAVID Lippold	(7) 1004 Joseph Kerwin	[illegible]
Mike Marquez	(8) 1012 Joseph Kerwin Dr	[illegible]
Sandra Nevarez	(9) 1017 Joseph Kerwin Dr.	[illegible]
Stephen Halley	(10) 432 Anatolia Ln	[illegible]
Kym HART	(11) 521 Anatolia Ln	[illegible]
Deanna Galindo	(12) 601 Anatolia Ln	Deanna Galindo
Patricia Kirkham	(13) 7201 Skytrail Ave.	[illegible]
Mario Sferrazza	(14) 705 Bloomingfield Ln	[illegible]

31A (X14)

20-0206-SUP1

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City of Las Vegas

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Thank you for your attention to this matter.

Print Name:	Address:	Signature:
Ellie Fontenot (1)	6628 Thrush Dr. LV NV 89145	
ROBERT Van Arnam (2)	7204 Skytrail Ave	
Sally VanArnam	7204 Skytrail	
Terry Kozlowski (3)	805 Anatolia Lane	
Mary Josephson (4)	440 Anatolia Ln	
Aurelia Carrera (5)	424 Anatolia Ln.	
Carolyn Paquette (6)	421 Anatolia Ln 89145	
Elizabeth Franks	421 Anatolia Ln 89145	
Jessica Burg	421 Anatolia 89145	
Sandra O'Brien (7)	624 Bloomingfield 89145	
Thomas Rheault (8)	609 Bloomingfield Ln 89146	
Amado Rios-Carrillo (9)	7605 Charles Conrad Circle	
michael Cook (10)	9117 Joseph Kerwin	
Kody Keller	917 Joseph Kerwin Dr.	
RANA VENSKE	917 Joseph Kerwin Dr. LV NV 89145	

31A(X10)

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Thank you for your attention to this matter.

Print Name:	Address: LV NV 89145	Signature:
Mayra Torres (1)	613 Bloomingfield Lane	
Bryce Hall (2)	7709 Parakeet Ave	
John Lopez (3)	7708 Parakeet Ave	
Brenda Gutierrez	7708 Parakeet Ave	
Peter J LaTour (4)	7716 PARAKEET AVE	
Luis Aguirre (5)	637 Thrush Dr.	
Carla Olson (6)	524 Thrush Dr.	
Margrete Castillano	524 Thrush Dr	Margarita Castillano
William Lackey (7)	624 Sam Jonas	
Daniel Walsh (8)	2301 REDWOOD #3501	
Rocco Hollend (9)	7612 BlackBird Ave	
Alejandro Godinez	7621 Blackbird ave	
Michael Hernandez (10)	7705 Blackbird Ave	
Kristen Hernandez	7705 Blackbird Ave	
Laura Becker (11)	628 Thrush Dr.	

31A(xii)

20-02016-SUP1

PETITION IN SUPPORT

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NOV 09 2020
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City of Las Vegas

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Thank you for your attention to this matter.

Print Name:	Address: LV NV 89145	Signature:
Ronald Alldredge (1)	712 Anatolia Ln	
Arnold Jean (2)	616 Anatolia Ln	
Anne Gifford (3)	809 Anatolia Ln.	Anne Gifford
Lew Hains (4)	809 Anatolia Lane	Lew Hains.
Toni Thompson (5)	513 ANATOLIA LN	Toni Thompson
Jesse A Jones (6)	509 ANATOLIA	Jesse A Jones
VAL SIGMON (7)	504 ANATOLIA	
John Mersberg	504 Anatolia	J Mersberg
Elaine Sigmon	504 Anatolia La.	E Sigmon
Shara Bradley (8)	6004 Bloomingfield Ln.	Shara Bradley
Lizette Arreola (9)	612 Bloomingfield Ln	
Celeste Maran (10)	7509 Skylark Pl	
Maria Contreras	7509 Skylark Pl	
Gil MATA (11)	7505 SKYLARK PL	
Curtis Britt	7501 Skylark Pl	Curtis W Britt

31A(XII)

20-02066-SUP1

PETITION IN SUPPORT

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NOV 09 2020
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City of Las Vegas

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Thank you for your attention to this matter.

Print Name:	Address: LV NV 89145	Signature:
Taylor Efaw	(1) 7613 Seagull Ave	[signature]
Henry Lizalde	7613 Seagull Ave.	[signature]
Bethany Titus	(2) 7609 Seagull Ave	[signature]
[signature]	(3) 7201 Skytrail	Jerry Kirkham
[signature]	(4) 7205 Skytrail Ave	Jeff Wilson
Craig Hoskinson	(5) 7213 Skytrail Ave	[signature]
Carmen Guerrero	(6) 7300 Skytrail AVE	Carmen Guerrero
Brianna Guerrero	7300 W Skytrail Ave	Brianna Guerrero
Eugene Vitapia	(7) 7208 Skytrail Ave	[signature]
~~Estela Daley~~	~~705 Anatolia Lane~~	~~Estela Daley~~
Estela Daley	(8) 705 Anatolia Lane	Estela Daley
Joyce Poledna	(9) 617 Anatolia	Joyce Poledna
Mark Archuleta	(10) 600 Anatolia	[signature]
Jason Franco	(11) 608 Anatolia Ln	[signature]
Jacquelyn Franco	608 Anatolia ln	[signature]

31A(XII)

20-0206-SUP1

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City of Las Vegas

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Las Vegas, Nevada

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We have been informed that there is or will be upcoming public hearing(s) to determine whether the Proposed Use should be permitted upon the Property. As your constituents, members of the community and neighbors of the Proposed Use, we hereby respectfully request and urge the Las Vegas Planning Commission and Las Vegas City Council to approve and vote in favor of the special use permit to allow the Proposed Use upon the Property. Additionally, and more importantly, we do not believe that the neighborhood's health, safety and welfare will be negatively impacted or compromised by approving the special use permit for the Proposed Use upon the Property.

Thank you for your attention to this matter.

Print Name:	Address: LV NV 89145	Signature:
Michelle Madrid (1)	616 Sam Jonas Dr	[signature]
Magali Madrid (2)	704 Sam Jonas Dr 89145	[signature]
Guadalupe Mejia (3)	7600 Seagull 89145	[signature]
Deborah Abdelmalek	7600 Seagull 89145	[signature]
Elizabeth Golden	7600 Seagull 89145	[signature]
Devonya Pringle (4)	7608 Seagull 89145	[signature]
Tatyana Pringle	7608 Seagull 89145	[signature]
Bri Anna Thomas	7608 Seagull 89145	[signature]
NA Chapman (5)	7621 Seagull Av 89145	[signature]
Mauricio Parra (6)	7620 Seagull Av 89145	Mauricio Parra
Vanessa Sanchez	7620 Seagull N 89145	[signature]
Jesse Moody (7)	7709 Seagull Ave NV 89145	J. Moody
[illegible] (8)	7716 SEAGULL NV 89145	[signature]
Strutt Harley (9)	636 Hirush Dr LV NV 89145	[signature]
Barbara L. Phillips (10)	7713 Seagull Ave 89145	Barbara L. Phillips

31A (x10)

20-0206-SUP1

PETITION IN SUPPORT

RECEIVED
NOV 09 2020
Dept of Planning
City of Las Vegas

To: Las Vegas Planning Commission and City Council
Las Vegas, Nevada

We, the undersigned constituents, provide this petition to the Las Vegas Planning Commission, Las Vegas City Council, and other interested parties. By signing below, we fully support the special use permit for a proposed marijuana dispensary (the **"Proposed Use"**) at 7650 W. Charleston Blvd, Las Vegas, Nevada 89117 (the **"Property"**).

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Thank you for your attention to this matter.

Print Name:	Address:	Signature:
Gary McPherson (1)	7605 BLACKBIRD AVE LV NV 89145	
Janice Hill (2)	7609 Blackbird Ave.	
Joseph Lee (3)	7713 BLACKBIRD AVE	
SHERRY PHILLIPS (4)	7713 BLACKBIRD AVE	
Kevin Willis (5)	604 Thrush Drive	
Joseph Vargas (6)	7732 blackbird Ave	
Jenna Jefferson	7732 Blackbird Avenue	
Anthony Nguyen	7732 Blackbird Avenue	
JAMES SINOR (7)	7609 Parakeet Ave	
Megan Baldo (8)	605 Sam Jones	
Vaughn Casey (9)	621 Sam Jonas Dr	
Gustavo Gomez	621 Sam Jonas Dr	
Gertaud Ladre (10)	624 Sam Jones Dr.	
Adam McNally (11)	620 Sam Jonas Dr.	
Angel Jones	620 sam Jonas Dr.	

3A(xii)

20-0206-SUP1

RECEIVED
NOV 09 2020
Dept of Planning
City of Las Vegas

PETITION IN SUPPORT

To: Las Vegas Planning Commission and City Council
Las Vegas, Nevada

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Thank you for your attention to this matter.

Print Name:	Address:	Signature:
Jennifer Russo (1)	7609 Parakeet Ave LV, NV 89145	
Martin Mera (2)	7613 Parakeet ave	Martin Mera
Alexis Apodaca (3)	7616 Parakeet Ave	
Shawn Prince (4)	7705 parakeet ave	
Lisa Smith (5)	7720 PARAKEET AVE	
Lawrence Smith	7720 Parakeet Ave	
Peter Dingfield (6)	7724 Parakeet Ave 89145	
Jose Hernandez (7)	7732 Parakeet Ave 89145	
Miguel Ramirez (8)	7721 Parakeet Av. 89145	
William R. Harrison (9)	7713 Parakeet Ave	
DIANNE RIZZO (10)	7621 PARAKEET AVE	
sarah Mcdonald (11)	512 sam Jonas rd	
Michelle McDonald	612 San Juan Dr	
Holly Bowers (12)	501 San Jonas Dr.	
Luis Bares (13)	7601 Blackbird Ave 89145	

31A(x13)

Randy C. Miller
1021 S. Buffalo
Las Vegas, Nevada 89101

October 7, 2020

CITY OF LAS VEGAS
PLANNING COMMISSION
CITY COUNCIL MEMBERS
CITY HALL LAS VEGAS NEVADA

RE: Marijuana Dispensary NE corner of Charleston and Buffalo 7650 W Charleston

Dear Commissioners

I had the honor and privilege of serving my community as a Clark County Planning Commissioner for 6 years. I am acutely aware of how important zoning and special use permits are, and how important the applicant's experience and qualifications contribute to your consideration for this requested use.

In my opinion, this is a proper use for this location.

My partner's and I, who are all former LVMPD police officers, own and operate Molly's Tavern, the tavern gaming establishment that is located adjacent and contiguous to this property. We are very supportive of the proposed marijuana dispensary use.

The effects on the neighborhood of establishments like ours and this dispensary are a direct reflection of the operators experience and strict adherence to compliance and safety measures that we take to protect the neighborhood, our customers, employees and vendors. We are regulators by nature and background and are strict rule followers.

I have known Mr. Black since the 1980s since we were partners in developing the Virgin River Hotel and Casino in Mesquite Nevada in September of 1990.

As such, Mr. Black (Randy), has the required knowledge and experience in operating safe, secure and successfully regulated businesses

Please vote in favor of Nevada Made Marijuana's application for a special use permit for this location.

Respectfully submitted,

Randy C. Miller

Submitted at Planning Commission
Date 11/10/20 Item 31
by Robert Gronauer

Ashley Foster

From: Keith Thomas <keithvernthomas@gmail.com>
Sent: Monday, November 9, 2020 11:56 AM
To: Meeting Comments
Cc: Ward 1
Subject: Planning 11/10

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

RE: 20-0206-SUP1. Opposition to Proposed marijuana dispensary at Buffalo and Charleston.

Please record my opposition to 20-0206-SUP1 - proposed dispensary.

It is an inappropriate location and represents an incorrect land use given the fact that :
1. It is surrounded on all sides by residential neighborhoods, notwithstanding the fact that it is located at the intersection of two main streets,
2. It is located less than 1/2 bock from recreational fields that are frequented by children of all ages,
3. It is located on a corner with only a tire shop and a tavern and represents too intense of a use for the property.

Please do not approve 20-0206-SUP1

Keith Thomas
1561 Windhaven Circle
Las Vegas, NV 89117

Submitted at Planning Commission
Date 11/10/20 Item E-Comment Item 31

Ashley Foster

From: Kyle Stephens <Kyle.Stephens@bradyindustries.com>
Sent: Monday, November 9, 2020 12:33 PM
To: Dorian Stonebarger
Cc: Alma Estrada; Meeting Comments
Subject: Planning 11/10

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

> RE: 20-0206-SUP1. OPPOSITION to proposed marijuana dispensary at Buffalo and Charleston.
>
> Please record my OPPOSITION to 20-0206-SUP1 - proposed dispensary.
>
> This us an inappropriate location and represents an incorrect land use given the fact that :
> 1. It is surrounded on all sides by residential neighborhoods,
> notwithstanding the fact that it is located at the intersection of two
> main streets, 2. It is located less than 1/2 bock from recreational fields that are frequented by children of all ages, 3. It is located on a corner with only a tire shop and a tavern and represents too intense of a use for the property.
>
> Please do NOT approve 20-0206-SUP1.

> Kyle Stephens
> 2231 S Monte Cristo Way Las Vegas, NV 89117

DIRECT LINE SALES SUPPORT Megan Scibor (702) 320-0709 megan.scibor@bradyindustries.com

Kyle Stephens
Sales Representative

7055 Lindell Road Las Vegas NV 89118
Main: (702) 876-3990 | Direct: (702) 588-7839

Kyle.Stephens@bradyindustries.com

Brady is committed to environmental sustainability, both in the way we work and in the way we help our customers work. To help the environment, please refrain from printing this email.

DIRECT LINE SALES SUPPORT Megan Scibor (702) 320-0709 megan.scibor@bradyindustries.com This email message and any attachments are for the sole use of the intended recipients and may contain proprietary and/or confidential information which may be privileged or otherwise protected from disclosure. Any unauthorized review, use, disclosure or distribution is prohibited.

Ashley Foster

From: Janet <jfparry@cox.net>
Sent: Monday, November 9, 2020 2:17 PM
To: Meeting Comments
Subject: Marijuana Location

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I would like to submit my opposition to the Marijuana Dispensary coming before the City Planning on 11/10. I oppose any more dispensaries being approved. 20-2026-SUP1

Thank you. Janet Parry

Sent from Mail for Windows 10

Ashley Foster

From: Kathryn Christensen <babakathryn@gmail.com>
Sent: Monday, November 9, 2020 2:39 PM
To: Meeting Comments
Subject: Meeting on 11/10 Item 20-0206-SUP1

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

We are opposed to the proposed marijuana dispensary at Buffalo & Charleston . It is too close to our homes, our schools, our children & grandchildren. The number of people just sitting around outside most dispensaries is disturbing regardless of where they are located in the valley. To have that atmosphere and accessibility in our beautiful neighborhood's backyard is unacceptable. Please deny this proposal,

Sincerely ,
Thom. & Kathryn Christensen

Sent from my iPhone

Ashley Foster

From: Mike Howey <howeyhouse@yahoo.com>
Sent: Monday, November 9, 2020 3:00 PM
To: Meeting Comments
Subject: Marijuana Dispensary

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Planning Meeting: Nov 10
Item No. 20-0206-SUP1

I oppose the marijuana dispensary proposed for Charleston and Buffalo. In my neighborhood of one square mile, Charleston-Buffalo-Sahara-Rainbow, there are already 4 dispensaries that I am aware of. I think that is more than enough for one neighborhood. Please vote no. Thank you. Brenda Howey

Sent from Yahoo Mail on Android

Ashley Foster

From: Diane Harrington <diane.lasvegas@gmail.com>
Sent: Monday, November 9, 2020 3:17 PM
To: Meeting Comments
Subject: Meeting 11/10 Item 20-0206-SUP1

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Council Members,

Please do not grant the proposed marijuana business permission to proceed in obtaining a business license. We already have two marijuana dispensaries located in and at the border of our community. Members of the Rainbow Family Park Neighborhood Association do not need or want three dispensaries located near our neighborhood.

Thank you,
Diane Harrington
President, RFPNA

Sent from my iPhone

Ashley Foster

From: Anna Williams <aweless@embarqmail.com>
Sent: Monday, November 9, 2020 3:35 PM
To: Meeting Comments
Cc: Anna Williams
Subject: Planning 11/10

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Dear City of Las Vegas Planning Officials,

I am respectfully requesting that you deny 20-0206 sup1.

This is the third dispensary to encroach on our family orientated neighborhood. Approval would be excessive and counterproductive to approving businesses that the neighborhood could actually benefit from.

Sincerely,

Anna and Anthony Williams
7451 O'Bannon Drive
Las Vegas, NV 89117
Sent from my iPad

Ashley Foster

From: karen adams <adams.apples.lv@gmail.com>
Sent: Monday, November 9, 2020 4:30 PM
To: Meeting Comments
Subject: 20-0206-SUP1

CAUTION: This email originated from an **External Source.** Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

Hello-

I am a concerned neighbor. I have just been informed of a marijuana dispensary proposal on Charleston and Buffalo. Please do not allow this in our neighborhood. There are several reasons why I am troubled about this proposal.

1. It is close to a family park. There are many ball games and small children that use the Buffalo park. On ball game days many people walk over to McDonalds and the gas station and other businesses.

2. There is a dance studio that teaches young children that is located nearby.

3. Derfelt elementary and Johnson Jr. High are within walking distance.

4. The social security building brings in many pedestrians.

With the increase in traffic the marijuana dispensary is bound to bring, I am uneasy with the safety of the Buffalo & Charleston intersection.. With the game days at the park and the social security building there are many parked cars on Buffalo and many people crossing the busy intersection of Buffalo and Charleston as well as Buffalo. The safety of our children is at risk. Our neighborhood has many marijuana dispensaries already so close in location. Please do not give us another one. We would be grateful for a no vote to keep our neighborhood safe.

Richard & Karen Adams

Ashley Foster

From: Dominguez, Vicky <vicky.dominguez@csn.edu>
Sent: Monday, November 9, 2020 5:25 PM
To: Meeting Comments
Subject: Planning 11/10

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I am against the approval of another marijuana dispensary in our neighborhood. The location is around quiet family residences and close to the College of Southern Nevada W. Charleston Campus.

Please protect our families and our young generation seeking education who will be our next leaders and good citizens of our community. We are paying high real estate taxes for our homes because of our location which would be affected by potential drug users and addicts. Not only will it create traffic and nuisance, but bad influence for our generation who are trying to better themselves through higher education at CSN. I am a full-time faculty at CSN and I support clean educational environment for our adult students. Thank you for your consideration and understanding.

Property Owner:
1580 Windhaven Circle
Las Vegas NV 89117

Dr. Vicky C. Dominguez, DBA, CFE, CB
Professor - Business Administration & Accounting
College of Southern Nevada
3200 E. Cheyenne Avenue - S2D
Las Vegas Vegas, NV 89030
Tel. No: (702) 651-4151
Fax No.: (702) 651-4831
Res: (702) 437-6886
Email: Vicky.Dominguez@csn.edu

Ashley Foster

From: Keith McDonald <drkbmcdonald@gmail.com>
Sent: Monday, November 9, 2020 7:17 PM
To: Meeting Comments; Ward 1
Subject: Nov. 10, 2020 Planning Meeting

CAUTION: This email originated from an **External Source.** Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I am writing in regard to the proposed Marijuana Dispensary, item # 20-0206-SUP1, at Buffalo and W. Charleston Blvd. I am opposed to the establishment of yet another dispensary in our neighborhood. There are presently three dispensaries within a mile of our residence on Oakley and Tenaya. Help preserve our neighborhood from being over saturated with these types of businesses. Thank you for your attention to this issue.

Keith and Mashelle McDonald
1831 Remsen Court
Las Vegas,NV 89117

Sent from my iPad

Ashley Foster

From: Zan Hyer <zzhyer@gmail.com>
Sent: Monday, November 9, 2020 9:02 PM
To: Meeting Comments
Subject: Planning 11/10 (item # 20-0206-SUP1)

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

I am strongly opposed to the proposed marijuana dispensary on Buffalo and Charleston. We already have too many of these businesses. They are not good for the neighborhood.

Thank you,

Zan Hyer

Ashley Foster

From: Charlotte Morgan <drcharmorgan@icloud.com>
Sent: Tuesday, November 10, 2020 10:00 AM
To: Meeting Comments
Subject: Planning 11/10

CAUTION: This email originated from an **External Source.** Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I am writing as a member of this community. I have been a homeowner for over 10 years in the area. There are already plenty of dispensaries. This particular address is a vey busy intersection and is close to Walter Johnson Junior High school.

I am not at all against the legalization of marijuana, as I believe it is a great solution for many, in pain management as well as the taxes that could potentially assist our entire State. My point is the location itself. For over 6 years, I drove my daughters to school, driving by that location. There is enough pressure in our world, without driving by a dispensary each day in that area. Please do not place a marijuana dispensary at that address, buy instead help this petitioner to find a location that is not in the middle of a very busy intersection.

Sincerely,
Dr. Charlotte Morgan
1515 Montessouri Street
Las Vegas, NV 89117

Form Name:	Planning Application Comments 2020
Submission Time:	November 2, 2020 9:55 am
Browser:	Chrome 86.0.4240.111 / Windows
IP Address:	71.38.17.62
Unique ID:	691681163
Location:	36.031600952148, -115.21179962158

Meeting Date	Tuesday, November 10, 2020
Project Number	20-0206-S
Position	I OPPOSE the project and all related applications.
Name	caroline torres
Residential or Business Address	7823 settlers ridge ln Las Vegas, NV 89145
Phone	(702) 804-9210
Email	cmt@embarqmail.com
Comments	WE DO NOT NEED THE EXTRA TRAFFIC IN THAT AREA.

Item 31

Form Name:	Planning Application Comments 2020
Submission Time:	October 31, 2020 5:57 pm
Browser:	Mobile Safari 14.0 / iOS
IP Address:	89.187.164.204
Unique ID:	691065518
Location:	50.084800720215, 14.411199569702

Meeting Date	Tuesday, November 10, 2020
Project Number	20-0206
Position	I OPPOSE the project and all related applications.
Name	Nichole Everson
Residential or Business Address	1025 Joseph Kerwin Dr Las Vegas, NV 89145
Phone	(702) 885-7510
Email	nreverson@hotmail.con
Comments	We DO NOT approve of a marijuana dispensary at 7650 w Charleston Ave. NEVER

Form Name:	Planning Application Comments 2020
Submission Time:	October 31, 2020 5:59 pm
Browser:	Mobile Safari 14.0 / iOS
IP Address:	89.187.164.204
Unique ID:	691065796
Location:	50.084800720215, 14.411199569702

Meeting Date	Tuesday, November 10, 2020
Project Number	20-0206
Position	I OPPOSE the project and all related applications.
Name	Kelly Everson
Residential or Business Address	1025 Joseph Kerwin Dr Las Vegas, NV 89145
Phone	(702) 630-4590
Email	itsbeachday@gmail.com
Comments	We DO NOT approve of a marijuana dispensary at 7650 w Charleston Ave. NEVER

Form Name:	Planning Application Comments 2020
Submission Time:	November 8, 2020 5:50 am
Browser:	Chrome 86.0.4240.183 / Windows
IP Address:	68.224.123.191
Unique ID:	696122777
Location:	36.197898864746, -115.26599884033

Meeting Date	Tuesday, November 10, 2020
Project Number	20-0206
Position	I OPPOSE the project and all related applications.
Name	Margaret Balavender
Residential or Business Address	7917 Sailboat Lane Las Vegas, NV 89145
Phone	(702) 256-6835
Email	polett@comcast.net

Form Name:	Planning Application Comments 2020
Submission Time:	November 6, 2020 9:11 am
Browser:	Chrome 86.0.4240.111 / Windows
IP Address:	68.224.123.229
Unique ID:	695480374
Location:	36.197898864746, -115.26599884033

Meeting Date	Tuesday, November 10, 2020
Project Number	20-0206
Position	I OPPOSE the project and all related applications.
Name	Peggy Denton
Residential or Business Address	7821 Settlers Ridge Ln Las Vegas, NV 89145

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
88

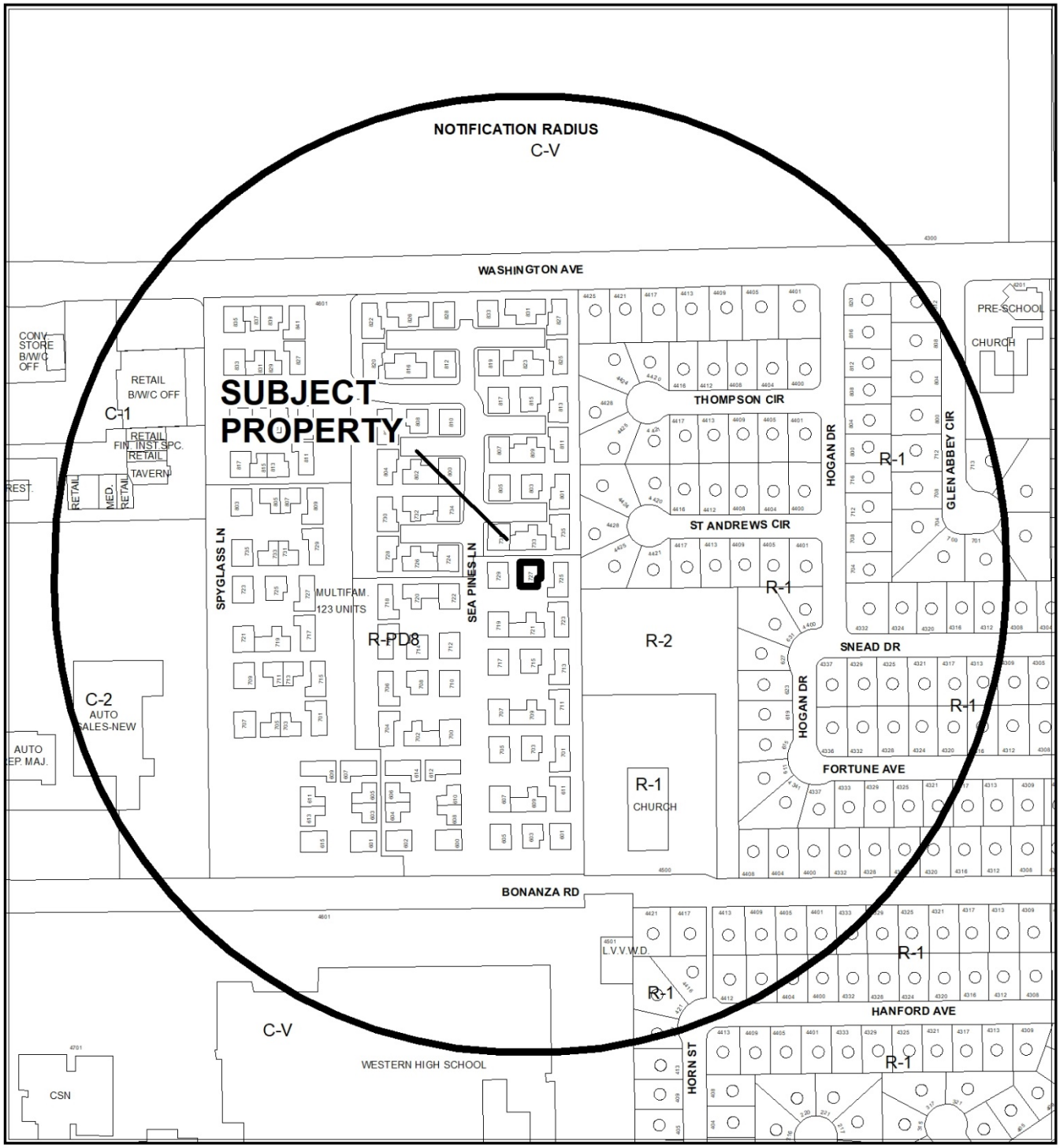
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0208-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT: RYAN WOLFINGTON - OWNER: DO RIGHT FEEL RIGHT HOLDINGS, LLC - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW ZERO PARKING SPACES WHERE TWO ARE REQUIRED on 0.05 acres at 727 Sea Pines Lane (APN 139-30-313-041), RPD-8 (Residential Planned Development – 8 Units Per Acre), Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	4	Planning Commission Mtg.	1
City Council Meeting	5	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend DENIAL.

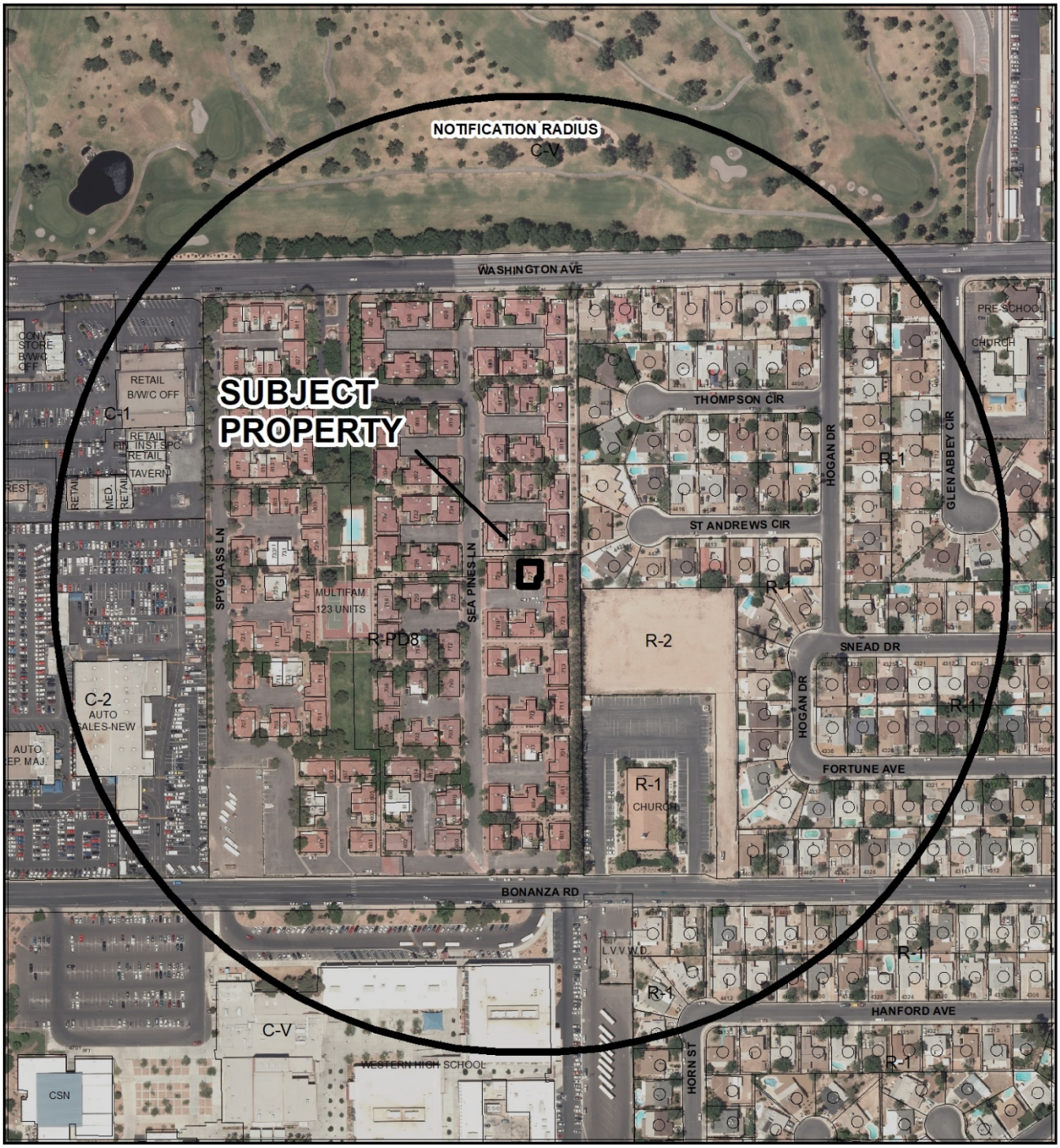
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Protest Postcard
7. Submitted after Final Agenda - Protest Postcards
8. Submitted at Meeting - E-comments
9. Backup Submitted for the November 10, 2020 Planning Commission Meeting



CASE: **20-0208-VAR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT – 8 UNITS PER ACRE)



0 245 490 Feet

CASE: **20-0208-VAR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-PD8 (RESIDENTIAL PLANNED DEVELOPMENT – 8 UNITS PER ACRE)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: RYAN WOLFINGTON - OWNER: DO RIGHT FEEL RIGHT HOLDINGS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0208-VAR1	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 17

NOTICES MAILED 255 (By City Clerk)

PROTESTS 0

APPROVALS 0

JB

**** CONDITIONS ****

20-0208-VAR1 CONDITIONS

Planning

1. Conformance to the approved conditions for Rezoning and Plot Plan Review (Z-0019-74).

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

This is a request for a Variance to allow zero parking spaces where two parking spaces are required for a single family attached, dwelling at 727 Sea Pines Lane.

ISSUES

- The garage on the subject site was converted to living space without obtaining proper building permits. On 11/15/19 a building permit (R19-17673) was processed for a garage conversion to bedroom and bathroom at 727 Sea Pines Lane. The permit has not been issued.
- A Variance is required to allow zero parking spaces where two parking spaces are required. Staff recommends denial of the request.

ANALYSIS

The subject single family attached, dwelling is zoned R-PD8 (Residential Planned Development – 8 Units per Acre) with a ML (Medium Low Density Residential) General Plan designation within the Southeast Sector. The site is subject to Title 19 development standards, which require two parking spaces for the dwelling.

The applicant has converted the existing two car garage attached to the home into additional living space. The submitted floor plan drawing date stamped 09/21/20, indicates the converted garage now contains a living room, bedroom, bathroom and kitchenette area that is connected to the home by a doorway. Since the two required parking spaces have been removed, the applicant has requested a Variance (20-0208-VAR1) to allow zero parking spaces where two spaces are required.

Since the garage was converted without obtaining proper building permits, staff has determined that the proposed Variance is self-imposed; therefore, staff recommends denial.

FINDINGS (20-0208-VAR1)

In accordance with the provisions of Title 19.16.140(B), the Planning Commission and City Council, in considering the merits of a Variance request, shall not grant a Variance in order to:

1. Permit a use in a zoning district in which the use is not allowed;
2. Vary any minimum spacing requirement between uses;
3. Relieve a hardship which is solely personal, self-created or financial in nature."

Additionally, Title 19.16.140(L) states:

> "Where by reason of exceptional narrowness, shallowness, or shape of a specific piece of property at the time of enactment of the regulation, or by reason of exceptional topographic conditions or other extraordinary and exceptional situation or condition of the piece of property, the strict application of any zoning regulation would result in peculiar and exceptional practical difficulties to, or exceptional and undue hardships upon, the owner of the property, a variance from that strict application may be granted so as to relieve the difficulties or hardship, if the relief may be granted without substantial detriment to the public good, without substantial impairment of affected natural resources and without substantially impairing the intent and purpose of any ordinance or resolution."

No evidence of a unique or extraordinary circumstance has been presented, in that the applicant has created a self-imposed hardship by converting the existing two car garage into living space, which has removed the required two parking spaces from the subject site. Converting the garage back to its original condition would allow conformance to the Title 19 requirements. In view of the absence of any hardships imposed by the site's physical characteristics, it is concluded that the applicant's hardship is preferential in nature, and it is thereby outside the realm of NRS Chapter 278 for granting of Variances.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/06/78	The City Council approved a request for a Rezoning (Z-0019-74) from R-E (Residence Estates) to R-PD8 (Residential Planned Development – 8 Units per Acre) for a proposed 169 one and two story Townhouse development on property located on the south side of Washington Avenue, east of Decatur Boulevard.
03/22/84	The Board of Zoning Adjustment approved a request for a Variance (V-0037-84) to allow three subdivision advertising signs where only one sign is permitted on property located on the 4600 block of Washington Avenue.
09/02/87	The City Council approved a request for a Rezoning (Z-0019-74) for a Plot Plan Review for a proposed 42 Unit patio home development on property located on the south side of Washington Avenue, east of Decatur Boulevard.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/30/19	A Code Enforcement case (CE-200535) was processed running business from residence (tennis camp? with children staying there - up to 10 - for months), garage converted without permits. The case has not been resolved.
11/10/20	The Planning Commission unanimously voted to recommend DENIAL on a Land Use Entitlement project (20-0208-VAR1) request for a Variance TO ALLOW ZERO PARKING SPACES WHERE TWO ARE REQUIRED on 0.05 acres at 727 Sea Pines Lane (APN 139-30-313-041), RPD-8 (Residential Planned Development – 8 Units Per Acre), Ward 5 (Crear).

Most Recent Change of Ownership	
04/21/20	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
11/15/19	A building permit (R19-17673) was processed for a garage conversion to bedroom and bathroom at 727 Sea Pines Lane. The permit has not been issued.

Pre-Application Meeting	
09/16/20	A pre-application meeting was held with the applicant to discuss the submittal process for a parking Variance.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
09/24/20	During a routine site visit staff observed a well maintained single family, attached dwelling unit.

Details of Application Request	
Site Area	
Net Acres	0.05

Surrounding Property	*Existing Land Use Per Title 19.12*	*Planned or Special Land Use Designation*	*Existing Zoning District*
Subject Property	Single Family, Attached	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)
North	Single Family, Attached	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)
South	Single Family, Attached	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)
East	Single Family, Attached	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)
West	Single Family, Attached	ML (Medium Low Density Residential)	R-PD8 (Residential Planned Development – 8 Units per Acre)

Master and Neighborhood Plan Areas	*Compliance*
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District - (105 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Street Name	*Functional Classification of Street(s)*	*Governing Document*	*Actual Street Width (Feet)*	*Compliance with Street Section*
Sea Pines Lane	Private Street	Title 13	40	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Single Family, Attached	One	Two spaces per Unit	2				
TOTAL SPACES REQUIRED			2		0		N*
Regular and Handicap Spaces Required			2	-	0	-	N*
Percent Deviation			100%				

* The applicant has requested a Variance (20-0208-VAR1) to allow zero parking spaces where two spaces are required.

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) Parking Variance

Project Address (Location) 727 Sea Pines Lane, Las Vegas, NV 89107

Project Name 727 Sea Pines Ln. - Garage Conversion + Parking Variance **Proposed Use**

Assessor's Parcel #(s) 139303 13041 **Ward #** 5

General Plan: Existing _____ Proposed ✓ **Zoning:** Existing _____ Proposed ✓

Additional Information

Property Owner Do Right Feel Right Holdings, LLC Contact Ryan Wolfington

Address 4316 Fortune Ave City Las Vegas State NV Zip 89107

E-mail inspiringchildren@gmail.com Phone 702-822-1081

Applicant Ryan Wolfington Contact Ryan Wolfington

Address 4316 Fortune Ave City Las Vegas State NV Zip 89107

E-mail inspiringchildren@gmail.com Phone 702-822-1081

Representative Max Novak Contact Max Novak

Address 4020 Cunning Fellow Ct. City Las Vegas State NV Zip 89129

E-mail programs@inspiringchildren.net Phone 702-601-0159

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 RSW

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Ryan Wolfington

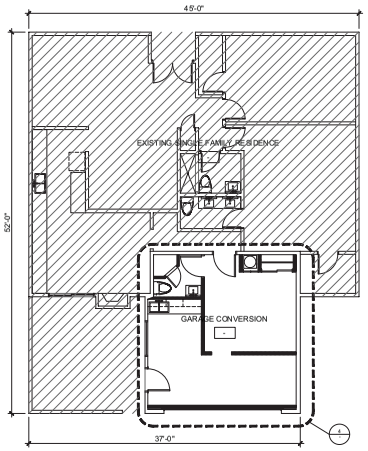
Subscribed and sworn before me

This September day of 21, 20 2020

Notary Public in and for said County and State

Notary Public State of Florida
Michael E Giannotti S
My Commission GG 283369
Expires 01/21/2021

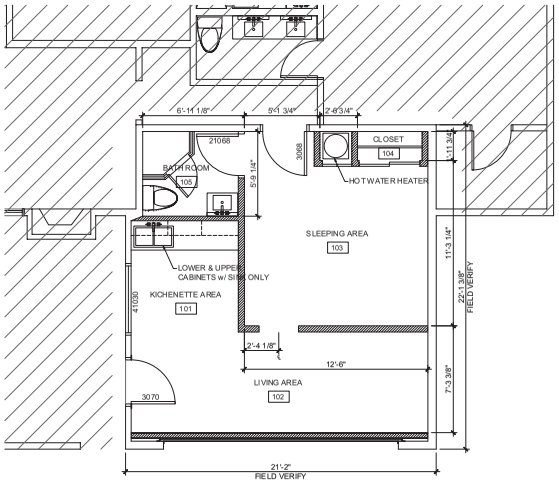
20-0208
09/21/2020



3 FLOOR PLAN - OVERALL
SCALE: 1/8"=1'-0"



1 VICINITY MAP
SCALE: N.T.S.



4 FLOOR PLAN - AREA OF WORK
SCALE: 1/4"=1'-0"



2 SITE PLAN
SCALE: N.T.S.

PROJECT SUMMARY:

ASSESSORS PARCEL NUMBER:	139-30-313-401
ZONING:	RESIDENTIAL PLANNED DEVELOPMENT DISTRICT (R-PD8)
ESTIMATED LOT SIZE:	0.05
BUILDING AREA INFORMATION:	BUILDING FOOTPRINT = 1,488 S.F. GARAGE CONVERSION = 450 S.F.

20-0208
09/21/2020

PARKING ANALYSIS:

REQUIRED PARKING PER CHAPTER 19.06.090 R-TH (SINGLE FAMILY ATTACHED) TABLE 5 - PARKING

- 1 UNIMPEDED SPACE PER DWELLING UNIT PLUS 1 GUEST PARKING SPACE PER 6 UNITS

TOTAL PARKING REQUIRED: 2 SPACE(S), 1 UNIMPEDED & 1 GUEST SPACE

TOTAL PARKING PROVIDED: 1 SPACE(S), 1 GUEST SPACE

GENERAL NOTES (FLOOR PLAN)

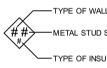
1. CONTRACTOR TO FIELD VERIFY ALL DIMENSIONS AND NOTIFY OWNER OF DISCREPANCIES.
2. ALL FLOORING AND BASE MATERIAL TO BE INSTALLED ACCORDING TO MANUFACTURERS SPECIFICATIONS.
3. ALL WALLS SHOWN ARE EXISTING AND SHALL REMAIN UNLESS OTHERWISE NOTED.
4. GENERAL CONTRACTOR TO NOTIFY ARCHITECT OF ANY CONDITIONS DISCOVERED DURING DEMOLITION WHICH MAY REQUIRE DEVIATION FROM DESIGN INTENT AND IMMEDIATELY STOP WORK UNTIL OWNER HAS GIVEN NOTICE TO PROCEED.
5. GENERAL CONTRACTOR IS RESPONSIBLE FOR SITE INVESTIGATION PRIOR TO DEMOLITION TO REVEAL FULL SCOPE OF WORK.
6. WHERE NEW FINISHES ARE SPECIFIED, DEMOLISH/REMOVE EXISTING FINISHES. PATCH AND REPAIR DAMAGED DRYWALL MATERIAL (AS OCCURS) USING 5/8" TYPE X DRYWALL, MAINTAIN FIRE RATED ASSEMBLIES. CONTACT ARCHITECT IF DEVIATION IS NEEDED.
7. FOR THE PURPOSE OF THIS TENANT IMPROVEMENT, ALL BUILDING HEIGHTS ARE MEASURED FROM FINISH FLOOR (+0'-0").
8. ALL DIMENSIONS ARE TO FACE OF GWB UNLESS OTHERWISE NOTED.
9. FINISHES FOR ALL CEILING DEVICES, TRIMS, AND SCREENS TO MATCH ADJACENT CEILING. LOCATIONS TO BE COORDINATED WITH DESIGNER.
10. ALL CEILING DEVICES ARE DIMENSIONED TO THE CENTER. COORDINATE ANY DISCREPANCIES WITH THE DESIGNER PRIOR TO INSTALLATION.
11. THE CONTRACTOR SHALL VERIFY VOLTAGE FOR ALL FIXTURES WITH ELECTRICAL ENGINEER PRIOR TO INSTALLATION.
12. THE CONTRACTOR TO VERIFY LOCATION AND SIZE OF DIFFUSER WITH MECHANICAL ENGINEER PRIOR TO INSTALLATION.

WALL LEGEND:

EXISTING STUD WALL

NEW STUD FRAMED WALL

DETAIL SYMBOL:
SEE WALL CONSTRUCTION INFORMATION ON SHEET A5.01 FOR FRAME TYPE, INSULATION AND FINISH.



NOTES:
-

KEY NOTES:

THESE NOTES ONLY APPLY TO THIS SHEET

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THE ARCHITECT HAS NOT BEEN RETAINED TO PROVIDE CONSTRUCTION ADMINISTRATION SERVICES FOR THIS PROJECT. THE OWNER ASSUMES ALL RESPONSIBILITY FOR INTERPRETATION OF THE CONSTRUCTION DOCUMENTS AND FOR CONSTRUCTION OBSERVATION AND MUST WAIVE ANY CLAIM AGAINST THE ARCHITECT THAT MAY BE IN ANY WAY CONNECTED TO THE CONSTRUCTION, AND THE OWNER AGREES TO INDEMNIFY AND HOLD THE ARCHITECT HARMLESS FROM ANY CLAIM OR LIABILITY RESULTING FROM CONSTRUCTION FOR WHICH THE ARCHITECT IS NOT RESPONSIBLE, INCLUDING BUT NOT LIMITED TO CLAIMS OR LIABILITY BASED IN WHOLE OR IN PART ON THE NEGLIGENCE OF THE ARCHITECT.

CONTRACTOR:
These plans are prepared for the exclusive use of the contractor listed below and are not to be used by any other contractor without the written consent of LM CONSTRUCTION CO., and without adaptation to the specific project and site conditions.

LM CONSTRUCTION CO.
(Company Name)
0045296A
(Contractor's License #)
JASON D VOSSMER
(Plans Prepared By)

Jason D Vossmer
(Signature)

LM CONSTRUCTION CO.
7115 BERMUDA ROAD
LAS VEGAS, NEVADA 89119
(702) 262-6032, FAX (702) 262-6150
NEVADA LIC. # 0042596A

SITE & FLOOR PLANS

RYAN WOLFINGTON
727 SEA PINES LANE
LAS VEGAS, NV 89107

DRAWN BY: JDV
CHECKED BY: LM
JOB NUMBER: 3806
DATE: 09,18,2020

A1.01



20-0208-VAR1 - APPLICANT: RYAN WOLFINGTON - OWNER: DO RIGHT FEEL RIGHT HOLDINGS, LLC
727 SEA PINES LANE

09/25/2020



20-0208-VAR1 - APPLICANT: RYAN WOLFINGTON - OWNER: DO RIGHT FEEL RIGHT HOLDINGS, LLC
727 SEA PINES LANE

09/25/2020

INSPIRING CHILDREN
FOUNDATION

ADVISORY BOARD

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Tony Bennett
Susan Benedetto
Bob Bryan
Mike Bryan
Wayne Bryan
Mike Agassi
Mike Tyson
Kiki Tyson
Rita Rudner
Martin Bergman
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Laurie Steed
Jason Strauss
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Ryan Wolfington
Sandra Bazak
Eli Abraham
Marty Hennessy
Johnny Brenden
Phil & Leigh Aurbach
Troy & Tawni Werline
Monty Lapica
Sylvia Jacobs
Annette Schaffer
Randy Char
Trevor Drinkwater
Les Buck
Crombie Hatfield
Andrew Insigne

3339 W. Washington Ave.
Las Vegas, NV 89107
www.InspiringChildren.net

September 1, 2020

Ryan Wolfington
727 Sea Pines Ln.
Las Vegas, NV 89107

To Whom it May Concern,

I am applying for a parking variance regarding the property at 727 Sea Pines Ln. Las Vegas, NV 89107. When this property was initially purchased I had no awareness that our garage "casita" conversion was not up to city code. Due to unforeseen circumstances, the city was made aware of this problem and asked me to bring it up to code. Right now, the property is currently not connected to the main house and while it does have a "kitchen-like" area it does not have a stove top or any outlets. I am currently in the p process of making the garage up to code. I would also like to note that parking is available on both sides of Sea Pines ln. Please let me know if there is anything I can do to assist.

Thank You,

Ryan Wolfington
Founder of Inspiring Children Foundation
702-601-0159
programs@inspiringchildren.net

20-0208
RECEIVED
09/01/2020

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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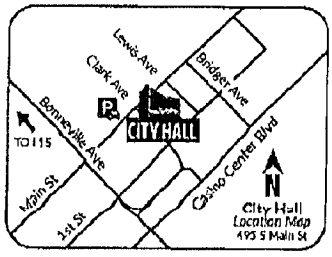

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0208-VAR1

City Council Meeting of **12/16/2020**

20-0208-VAR1
13930310007
YASHUVA REVOCABLE LIVING TRUST
HURVITZ KITA E TRS
827 SPYGLASS LN
LAS VEGAS NV 89107-2059

97 JRDFNPL 89107

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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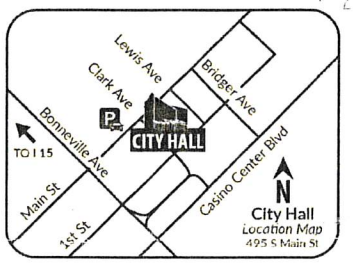

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0208-VAR1
City Council Meeting of **12/16/2020**

20-0208-VAR1
13930322017
WILCOX GARY & DIANNA
827 SEA PINES LN
LAS VEGAS NV 89107-2065

97 JRDFNP1 89107

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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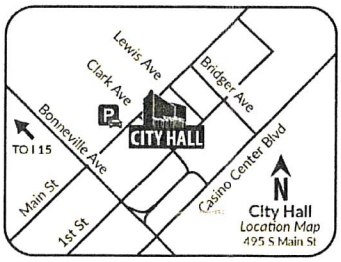

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0208-VAR1
City Council Meeting of **12/16/2020**

20-0208-VAR1
13930316035
ANDERSON DAGMAR M
712 HOGAN DR
LAS VEGAS NV 89107-2084

Submitted after final agenda
Item 88

97 JRDFNP1 89107

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Office of The City Clerk
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Las Vegas, Nevada 89101

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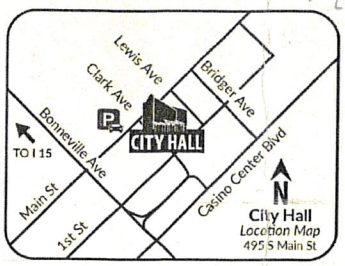

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0208-VAR1
City Council Meeting of **12/16/2020**

20-0208-VAR1
13930313032
JOHNSON JEANNIE L TRUST
JOHNSON JEANNIE L TRS
709 SEA PINES LN
LAS VEGAS NV 89107-2011

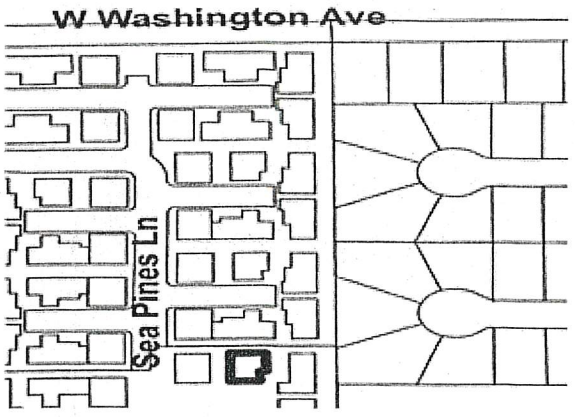
97 JRDFNP1 89107

Application Information

20-0208-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT: RYAN WOLFINGTON - OWNER: DO RIGHT FEEL RIGHT HOLDINGS, LLC - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW ZERO PARKING SPACES WHERE TWO ARE REQUIRED on 0.05 acres at 727 Sea Pines Lane (APN 139-30-313-041), RPD-8 (Residential Planned Development - 8 Units Per Acre), Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

To do this would Violate The Greens HOA CC&R's.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	12/16/2020
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:00 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**

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Office of The City Clerk
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Las Vegas, Nevada 89101

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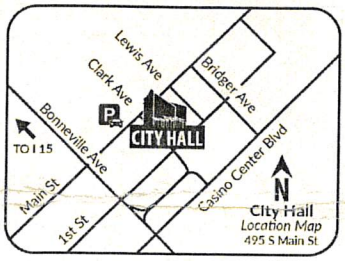

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0208-VAR1
City Council Meeting of **12/16/2020**

20-0208-VAR1
13930313011
CASSELL DAVID T 2018 LIVING TRUST
CASSELL DAVID T TRS
7613 SEA WIND DR
LAS VEGAS NV 89128

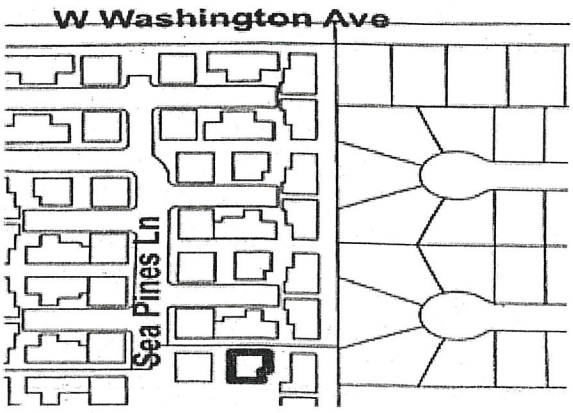
23 JRDFNP1 89128

Application Information

20-0208-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT: RYAN WOLFINGTON - OWNER: DO RIGHT FEEL RIGHT HOLDINGS, LLC - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW ZERO PARKING SPACES WHERE TWO ARE REQUIRED on 0.05 acres at 727 Sea Pines Lane (APN 139-30-313-041), RPD-8 (Residential Planned Development - 8 Units Per Acre), Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend DENIAL.

Vote No. Do not reduce necessary parking spaces.

Application Location



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From: Reta Callaway
To: Meeting Comments
Subject: Variance
Date: Wednesday, December 16, 2020 1:08:55 PM

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

To the Committee:
I would like to confirm my support for a variance for the house at 727 Sea Pines in the Greens, LV, NV 89107. I support their use of community parking spaces instead of the usual requirement of parking in the garage.

--
Reta Callaway

Submitted at City Council
Date 12/16/20 Item 88

From: Jason Strauss
To: Meeting Comments
Subject: 727 Sea Pines
Date: Wednesday, December 16, 2020 12:52:54 PM

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

To: Mayor & City Council
From: Jason Strauss

Im writing to support of the parking variance requested for 727 Sea Pines in the Greens Community.

I have lived and worked in this community for over a decade. Having looked at the facts there is more than enough parking.

Respectfully,
Jason Strauss

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From: Nikki Newell
To: Meeting Comments
Subject: Parking
Date: Wednesday, December 16, 2020 11:51:23 AM

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I've lived here in this community for very long time. There is a lot of parking available and HOA should not care or brother residents. I am in full support of the parking variance for 727 sea pines.

From:	KYLIE KEARNS
To:	Meeting Comments
Subject:	Variance for 727 Sea Pine in Greens, Las Vegas No 89107
Date:	Wednesday, December 16, 2020 11:50:42 AM

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Hello,
I would like to confirm my support for a variance for the house at 727 Sea Pines in Greens, Las Vegas, NV 89107. I support their use of community parking spaces instead of the usual requirement of parking in the garage.

Thank you,

Kylie Kearns

Sent from my iPhone

From:	McKay Novak
To:	Meeting Comments
Subject:	The Greens - Parking Variance
Date:	Wednesday, December 16, 2020 11:48:29 AM

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Dear Committee -

I would like to confirm my support for a variance for the house at 727 Sea Pines in The Greens, LV NV 89107. I support their use of community parking spaces instead of the usual requirement of parking in the garage.

Best,
McKay Novak

From:	shannkearns@yahoo.com
To:	Meeting Comments
Subject:	Support variance 727 Sea Pines in canyon green
Date:	Wednesday, December 16, 2020 11:45:04 AM

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meetingcomments@lasvegasnevada.gov
Dear Committee
I would like to offer my support for a variance for the house at 727 Sea Pines in Canyon Greens, LV NV 89107. I support their use of community parking spaces instead of the usual requirement of parking in the garage.

Shannon Kearns

From: Ana La Bonita
To: Meeting Comments
Subject: Parking at Greens
Date: Wednesday, December 16, 2020 11:42:41 AM

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Hello,

I hope all is well. I've owned a house in the greens for many years and over my time there I have never seen a shortage of parking. There are always plenty of open spaces.

Gratefully,

Ana

From:	Maureen Caruso
To:	Meeting Comments
Subject:	727 Sea Pines
Date:	Wednesday, December 16, 2020 11:40:40 AM

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To whom it may concern:
>
> I have lived in the LV community for 20+ years and am writing in support of a parking variance group at 727 Sea Pines. Your consideration on this matter would be greatly appreciated.
>
> You can contact me at 702-340-4326 if you need further information.
>
> Sincerely,
> Maureen Caruso
>

From: mary maragos
To: Meeting Comments
Subject: Re: Support Group Housing
Date: Wednesday, December 16, 2020 11:39:50 AM

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Please accept this email as my statement in my previous email had a typo.

I have lived in the LV community for 32+ years and am writing in support of a PARKING VARIANCE at 727 Sea Pines. Your consideration on this matter would be greatly appreciated.
Thank you
Mary Maragos

mary.maragos@yahoo.com

On Wednesday, December 16, 2020, 10:58:55 AM PST, Mary Maragos <mary.maragos@yahoo.com> wrote:

To whom it may concern:

I have lived in the LV community for 32+ years and am writing in support of group housing at 727 Sea Pines. Your consideration on this matter would be greatly appreciated.

You can contact me at 702-339-1967 if you need further information.

Sincerely,

Mary Maragos

From: Kyra Roadhouse
To: Meeting Comments
Subject: 727 Sea Pines Lane
Date: Wednesday, December 16, 2020 11:37:38 AM

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Hello City Council Members,

I am writing in reference to item # 88 from today's city council meeting regarding the parking variance for 727 Sea Pines Lane. I have lived at The Greens for a year and can attest to the fact that there is more than enough space for parking.

The people at 727 Sea Pines are good people and I see no reason why a parking variance would adversely effect the neighborhood.

I wholeheartedly support the approval of this variance

Thank you for your time and consideration,
Kyra Roadhouse

From: madmco@aol.com
To: Meeting Comments
Subject: The Greens Parking
Date: Wednesday, December 16, 2020 11:36:50 AM

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I support the parking request variance for 727 sea pines. I've owned a house in the greens for over 8 years. I have never seen a shortage of parking. There is always a huge amount of open parking, over 60% empty.

Thank you, Sean.

From: timnovak525@gmail.com
To: Meeting Comments
Subject: I support a variance for 727 Sea Pines, LV NV 89107
Date: Wednesday, December 16, 2020 11:23:34 AM

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Dear Committee,

I would like to offer my support for the variance for the house at 727 Sea Pines, Las Vegas, NV 89107.
I agree that they should be able to utilize community parking spaces.

Tim Novak

Sent from Mail for Windows 10

From:	Maureen Caruso
To:	Meeting Comments
Subject:	727 Sea Pines
Date:	Wednesday, December 16, 2020 11:02:25 AM

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To whom it may concern:

I have lived in the LV community for 20+ years and am writing in support of group housing at 727 Sea Pines. Your consideration on this matter would be greatly appreciated.

You can contact me at 702-340-4326 if you need further information.

Sincerely,
Maureen Caruso

From:	Mario Jael Aguayo Oropeza
To:	Meeting Comments
Subject:	Parking Request
Date:	Wednesday, December 16, 2020 11:01:44 AM

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"The Greens" is a safe place and wonderful community wity plenty of parking and great people all around.

The 727 sea pines owner supports our community and I support their variance parking request .

Atte: Mario Aguayo

From: Mary Maragos
To: Meeting Comments
Subject: Support Group Housing
Date: Wednesday, December 16, 2020 10:59:06 AM

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To whom it may concern:

I have lived in the LV community for 32+ years and am writing in support of group housing at 727 Sea Pines. Your consideration on this matter would be greatly appreciated.

You can contact me at 702-339-1967 if you need further information.

Sincerely,

Mary Maragos

From: Jc Pauli
To: Meeting Comments
Subject: Sea Pines Parking Variance
Date: Wednesday, December 16, 2020 10:54:03 AM

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To Whom This May Concern:

I am a 5 year resident of the Greens community. I am writing today in support of the 727 sea pines parking variance in my community. There is more than enough parking for everyone and their guests. In my 5 years here, I've never seen any of the designated parking spaces filled even close to capacity.

Thank You

Sent from my iPhone

From: Cole Brashear
To: Meeting Comments
Date: Wednesday, December 16, 2020 10:52:19 AM

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To the city council,

I live in the greens. I am living near the property in question. A house across from them.

There is always more empty parking than available parking. I know the owner and residents and find them to be very kind people. I support their efforts to get a variance at 727 sea pines.

From: Marla Gould
To: Meeting Comments
Subject: Support for parking variance
Date: Wednesday, December 16, 2020 10:49:59 AM

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Hello,

I have lived in the Green's community & I am writing to support the parking variance being granted to the home at 727 Sea Pines Ln.

In all my time living at the Green's parking has never been an issue, we have always had plenty of open spaces.

Thank you,

Marla Gould

From: aalenik@aol.com
To: Meeting Comments
Subject: 727 sea pines parking
Date: Wednesday, December 16, 2020 10:46:22 AM

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I support the parking variance for 727 sea pines in the greens neighborhood. I am a long time resident and have never once had an issue with parking. There are always ample spots available and I have never once seen it full.

From: Cory and Michelle Mikkelson
To: Meeting Comments
Subject: URGENT ~ 727 Sea Pines Home Parking Variance
Date: Wednesday, December 16, 2020 10:42:26 AM

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Dear City Council Member:

I have lived in the community for some time and absolutely LOVE it!

An issue has arrived, which needs to be addressed. There is more than enough parking in the Greens community and we support the 727 Sea Pines home to get a parking variance

By the way, the parking has never been full!

I am PLEADING with you to support the parking variance for 727 Sea Pines in the Greens community!!!

I appreciate any help you can provide!!!

Sincerely,

Michelle

Get Outlook for Android

From: Cory and Michelle Mikkelson
To: Meeting Comments
Subject: URGENT ~ 627 Sea Pines Home Parking
Date: Wednesday, December 16, 2020 10:37:06 AM

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To whom it may concern:

I have lived in the community for some time and absolutely love it!

An issue has come up and needs to be addressed. There is more than enough parking in the greens community and we support the 727 sea pines home to get a parking variance

By the way, parking has NEVER been full!

I am writing to support the parking variance for 727 sea pines in the greens community. PLEASE help!!!!

Thank you!!!

Michelle

From:	apclily@yahoo.com
To:	Meeting Comments
Subject:	[WARNING: POSSIBLE SPOOF]Support parking variance for 727 sea pines in greens community
Date:	Wednesday, December 16, 2020 10:36:57 AM

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Dear Sir and Madam,

I have lived in this community for some time. We are pretty happy live in the community with current conditions including management. We have plenty of parking spaces and there is never full. That's why I am writing this to you to support the parking variance for 727 sea pines in the greens community.

Thank you for your attention and happy holidays!

Lily Chu

From: Tyler Williams
To: Meeting Comments
Subject: 727 Sea Pines Parking
Date: Wednesday, December 16, 2020 10:36:46 AM

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I've lived in this community for over 10 years, and have never seen the parking full. There is a lot of space so I support the parking variance for 727 Sea Pines.

From:	Trenton Alenik
To:	Meeting Comments
Subject:	Item #88
Date:	Wednesday, December 16, 2020 10:33:59 AM

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Hello,

I own a home in the greens neighborhood. I am the neighbor of 727 sea pines lane. I know them well. Great people. Our community is never beyond 20% full with parking it seems. There are hundreds of extra spots.

I support the 727 sea pines parking variance request in the greens community.

Sincerely,

Trent

From:	Lauren Monroe
To:	Meeting Comments
Subject:	727 Sea Pines
Date:	Wednesday, December 16, 2020 10:25:21 AM

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Good morning.

I am sending this email to support the parking variance for 727 Sea Pines in the Greens Community.

We have lived in the community for a few years and find there is plenty of parking, and it has never been full.

Thank you for your consideration in this matter.
Sincerely, Lauren

Sent from my iPhone

From: Tsunami 1
To: Meeting Comments
Date: Wednesday, December 16, 2020 10:19:55 AM

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Hello,

I am writing to support the parking variance for 727 sea pines in the greens community. It's never full! Plenty of parking.

Jeff

From: Victoire Saperstein
To: Meeting Comments
Subject: Support the Greens Community Parking Variance
Date: Wednesday, December 16, 2020 10:18:27 AM

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Good afternoon,

I would like to go on public record to say I support the parking variance for the 727 Sea Pines in the Greens Community. I've been a part of this community for a long time now and I've never experienced a full parking lot. I believe there is more than enough parking for everyone in the community. Thank you for your time.

Best,
Victoire Saperstein

From: Sarah Lucas
To: Meeting Comments
Subject: Support 727 Sea Pines Variance
Date: Wednesday, December 16, 2020 10:17:36 AM

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To Whome it May Concern,

I am writing to support the parking variance for 727 Sea Pines in the Greens Community. I've lived within the community for some time. I have observed there to be more than enough parking within the community. In fact, I would venture as far as to say it's never full.

Thank you,

Sarah

--
Sarah Lucas
Cell: (702) 917-4742

From:	Neal Tomlinson
To:	Meeting Comments
Subject:	Ryan Wolfington, 727 Sea Pines
Date:	Wednesday, December 16, 2020 10:12:57 AM

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To: City Council and Staff
From: Neal Tomlinson

Please accept this letter in support of the parking variance requested for 727 Sea Pines in the Greens Community.

I have known Ryan Wolfington for nearly 20 years. He has lived in the community for quite some time, there is more than enough parking and it is never full.

Respectfully,
Neal Tomlinson
702-327-6859

From:	bianca.alenik@gmail.com
To:	Meeting Comments
Subject:	Parking variance
Date:	Wednesday, December 16, 2020 10:12:06 AM

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Hello, I am writing this in support of the parking variance for 727 sea pines in the greens community. I have lived in the community for many years and neither myself nor my neighbors have ever had issues with parking. There is always enough parking for everyone including their guests. In fact I can never recall seeing the parking full.

From: Neal Tomlinson
To: Meeting Comments
Subject: 727 Sea Pines, Ryan Wolfington
Date: Wednesday, December 16, 2020 10:11:56 AM

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To: City Council and Staff
From: Neal Tomlinson

Please accept this letter in support of the parking variance requested for 727 Sea Pines in the Greens Community.

I have known Ryan Wolfington for nearly 20 years. He has lived in the community for quite some time; there is more than enough parking, and it is never full.

Respectfully,
Neal Tomlinson
702-327-6859

From:	Clayton Alenik
To:	Meeting Comments
Subject:	727 Sea pines parking
Date:	Wednesday, December 16, 2020 10:08:07 AM

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Dear mayor,

I am writing to you to show my support of the 727 sea pines lane variance parking request.

Thanks,
Clayton Alenik

From: selenawilliams2019@gmail.com
To: Meeting Comments
Subject: [WARNING: POSSIBLE SPOOF]Parking Variance
Date: Wednesday, December 16, 2020 10:02:46 AM

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Hello,

I have lived at the greens for a while, and there is always ample parking. The parking spaces next to homes and by the sidewalk are never even close to full, and there is an additional parking lot that sits empty year-round.

I fully support the parking variance for 727 Seapines in the greens community.

Selena

From: Kay Alexis
To: Meeting Comments
Subject: Agree to parking request
Date: Wednesday, December 16, 2020 10:00:12 AM

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Hello,

I agree with the parking request at 727 sea pines in the greens community

Thank you and have a nice day

From: w.elmore95@gmail.com
To: Meeting Comments
Subject: [WARNING: POSSIBLE SPOOF]Greens Parking
Date: Wednesday, December 16, 2020 9:58:44 AM

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Council,

For over half a decade I resided in the Greens neighborhood with my family. Both myself and my son have never run into issues with parking availability. It has been brought to my attention that a parking variance for 727 Sea Pines has been requested by a neighbor that I know very well, and have great respect for. I am in total support of this request, and kindly suggest that the council rule accordingly.

William Elmore Sr.

From: Clarissa Perez
To: Meeting Comments
Subject: Support for parking variance
Date: Wednesday, December 16, 2020 9:58:03 AM

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Hello,

I am writing in support of the parking variance for the home located at 727 Sea Pines Ln, Las Vegas, NV (The Greens). I have lived in The Greens for some time and there is an ample amount of parking. Parking is never fully occupied- I don't see why this parking variance would not be supported.

Thank you.

Best regards,
Clarissa Perez

From: Kimi Yee
To: Meeting Comments
Subject: Support parking variance request
Date: Wednesday, December 16, 2020 9:56:08 AM

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Hello,

I support the parking variance request at 727 Sea Pines in the Greens Community.

Thank you

From: Kelly Price
To: Meeting Comments
Subject: Re: Parking variance
Date: Wednesday, December 16, 2020 9:53:45 AM

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Dear city council and mayor Goodman,

As a side note, I bought a home at the greens specifically because there is a plethora of parking. Numerous additional parking lots. There is rv parking. Street parking. Col de sac parking. And a large parking lot that is always empty.

I'm writing to support the council approving the 727 sea pines parking variance request

Kelly Price

From: Kelly Price <kellyjoprice@gmail.com>
Sent: Wednesday, December 16, 2020 12:51 PM
To: meetingcomments@lasvegasnevada.gov
Subject: Parking variance

Greetings,

I would like to voice my support of the parking variance at 727 Sea Pines. I see no reason this shouldn't be allowed.

There is plenty of space.

Kelly Price

From:	Aphrah Brokaw
To:	Meeting Comments
Subject:	City Council
Date:	Wednesday, December 16, 2020 9:51:19 AM

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TO:City Council

The greens is my home and I know there is countless empty parking sports.

I support the homeowners efforts at 727 sea pines to Get their parking variance request.

Aphrah Brokaw
702-557-4717

From: Nicole Kalhorn
To: Meeting Comments
Subject: ONE Community
Date: Wednesday, December 16, 2020 9:49:30 AM

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To whom it may concern,

I take pride in my community and all of the individuals that make it what it is. The owners of 727 sea pines comprise an immense part of our community culture that is welcoming and diverse. I am writing to advocate and support their parking variance request. This neighborhood's values are embodied by those people, and it would be a crime to not represent them as best we can as a community.

Best,
Nicole

From: sypertricky@yahoo.com
To: Meeting Comments
Subject: Parking Comments
Date: Wednesday, December 16, 2020 9:49:24 AM

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Hello,

I am writing to say that I agree with 727 Sea Pines Lane regarding parking variance. Having lived in the Greens for almost a year I can say that there is always plenty of parking available and it is never filled.

Thank you,

Ricky Sypert

From: lemonsnlaundry
To: Meeting Comments
Subject: In agreement with parking variance request
Date: Wednesday, December 16, 2020 9:47:51 AM

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Hi,

I am in support and agreement with the parking variance request at address: 727 Sea Pines in the Greens community.

Best,

From: Nicole Tomlinson
To: Meeting Comments
Cc: Nicole Tomlinson
Subject: Support for 727 Sea Pines
Date: Wednesday, December 16, 2020 9:47:41 AM

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To whom it may concern:

Ive lived and worked in the community and I know for sure there is plenty of parking at the greens, more than is ever needed. As a realtor I know the importance of having adequate parking and I've sold multiple homes in the greens. I've drove through the community many times at different times of the day and night. There are hundreds of spots. They even allow recreation parking because there is an abundance of parking.

I am writing to support the parking variance for the home at 727 sea pines in the greens community.

If you have any questions please contact me at your earliest convenience.

Nicole Tomlinson
Broker-Salesperson | REALTOR®
License #BS.0067095
Phone: 702-528-4360
Office: 702-315-0223

The Ivan Sher Group • Berkshire Hathaway HomeServices Nevada Properties | Luxury Collection
isluxury.com

From: W E
To: Meeting Comments
Subject: Parking Variance Dispute
Date: Wednesday, December 16, 2020 9:46:42 AM

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Good Morning LV City Council

I've lived at the greens for over five years. I know the community extremely well, and have never had an issue with parking. I do know the owner of the home in question as a stand up person, who does wonderful things within the community. I highly recommend ruling in favor their parking variance request.

From: Nick Ekern
To: Meeting Comments
Subject: Greens Parking Variance
Date: Wednesday, December 16, 2020 9:42:44 AM

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Hello,

I've lived in the Greens community, and I heard there may be new plans for parking. I'm writing to support the 727 Sea Pines Ln parking variance.

Best,

Nick

From: Margaret Corcoran
To: Meeting Comments
Subject: Agenda Item #88
Date: Wednesday, December 16, 2020 9:42:12 AM

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Hello my name is Margaret Corcoran. I have been a resident and homeowner in the Greens neighborhood for over 2 years now. I have never once had an issue with parking and on the contrary, there are always more than enough parking spots available.

There is so much parking in our community that the HOA wanted to lease space to Ford and were doing this until the city said it wasn't permitted. So now there is even more parking.

I see no possible harm that this variance could pose for the rest of the Greens community. The residents and owner of 727 are good neighbors, trying to make things right.

For these reasons, I am in full support of the approval for the parking variance for 727 Sea Pines Lane.

From: Matthew Sypert
To: Meeting Comments
Subject: Simple State
Date: Wednesday, December 16, 2020 9:40:00 AM

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Hello, I have been residing in the greens for almost a year now. I am emailing to agree with the 727 Sea Pines parking variance. We have a lot of parking, It is never full.

Thank you.

From: Irene Frazier
To: Meeting Comments
Subject: The Greens Community Parking Variance
Date: Wednesday, December 16, 2020 9:39:30 AM

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Dear City Council,

First two years I've been involved with the greens community. Typically 80% of space are empty and it has never been full.

I am writing to back up and advocate to approve the 727 sea pines to get the parking variance for their home

Thank you,

Irene
--
Thank you,

Irene Frazier
--
Thank you,

Irene Frazier

From: I Ju Frazier
To: Meeting Comments
Subject: The Green's Community Parking
Date: Wednesday, December 16, 2020 9:35:38 AM

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Dear City Council,

First two years I've been involved with the greens community. Typically 80% of space are empty and it has never been full.

I am writing to back up and advocate to approve the 727 sea pines to get the parking variance for their home.

Thank you,

Irene Frazier

From: max novak
To: Meeting Comments
Subject: Agenda item #88
Date: Wednesday, December 16, 2020 9:34:39 AM

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To whom it may concern,

I've been involved with the Greens community for five years and never once have I seen the community parking full. Because there is always available parking in the community I support 727 Sea Pines in receiving a parking variance.

Sincerely,

Max Novak

From:	Cherrial Odell
To:	Meeting Comments
Subject:	Parking Variance Support
Date:	Wednesday, December 16, 2020 9:34:36 AM

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Hello,

I am emailing in to support the parking variance for the home in the Green's community at 727 Sea Pines Ln. Las Vegas, NV 89107

I lived in the community and there is lots of available parking.

Thank you.

Sent from my iPhone

From: Bob Schulman
To: Meeting Comments
Subject: Re: 727 Sea Pines
Date: Wednesday, December 16, 2020 9:33:26 AM

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Attn City Council:

I've lived in the community and know that there is plenty of parking in the greens community and surrounding area.

I know the home owner and he is an amazing person. I am writing to support 727 Sea Pines to get the parking variance for their home.

Best,

Bob Schulman

Click here to see our exciting Tuscan Highlands Animation

Follow Tuscan Highlands on Facebook!

tuscanhighlands.com

we are **VEGAS STRONG!**

From: Price, Tanner J.
To: Meeting Comments
Subject: Parking Variance
Date: Wednesday, December 16, 2020 9:22:23 AM

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I have been apart of the community around the Greens for multiple years now and have never had an issue pertaining to a lack of parking. For this reason, I am emailing in support of the parking variance for the home at 727 Sea Pines in the Greens.

Get Outlook for iOS

December 16, 2020 City Council Meeting
RE: 20-0208-VARI 727 Sea Pines LN Applicant Ryan Wolfington

The Greens HOA has ***only*** 123 single family homes built on 18 acres +/-. Site consists of 18 cul-de-sacs attached to what I call "the race track". The race track & 16 cul-de-sacs are 40 feet wide. As to parking: I believe compliance is 267 spaces. The Greens is blessed with 768+/- spaces, including 23 designated oversized lots to accommodate RV Parking. Also includes 115 designated spaces in the cul-de-sacs, 72 designated spaces in RV Park, an additional 12 designated standard size spaces north of RV Park. The race track has 6,000 feet allowing room for 300+ undesignated offsite parking spaces. 123 homes provide an additional 246 designated spaces via 2 car garages. Bringing total to 768+/- spaces where 267 is required. 468 are designated & 300 non designated

As to the residents occupying Ryan's homes, they are guests of Ryan's. They pay no rent. As past president of The Greens HOA, I walked 10,000 steps a day and was very social. Whenever I encountered anyone of them they were polite and respectful of their home & The Greens. I caught one teenager picking up litter. Another past tenant of subject property who was a tennis coach at a private elementary school would teach his children's friends who lived at the Greens tennis. Another living in same house is credited with saving a 94 year old who had not picked up her newspaper. She called 911. Turns out she fell & broke her hip and was on the floor for about 27 hrs. I witnessed two teenagers 1 time in our courts. Ryan's office is down the road at Lorenzi Park and that is where they play tennis. We spent $85,000 for new courts and they are for all residents, yet they are rarely used. When the tennis players are picked up or dropped off it is always outside the gate.

Ryan is not asking for this variance because he will benefit financially. He purchased house with the conversion already done. Ryan is an asset to the world. He may not be able to share a hardship with you, but if he does not receive variance it will be hardship to me and The Greens, because Ryan will sell his 3 homes and vacate. Ryan is a stand up guy who helps young people by mentoring them with the goal of them attending a top university with full scholarship. He is a giver. I am honored to be associated with him.

Respectfully,

Steven Storlazzi
Resident The Greens11 years
811 Sea Pines LN
Las Vegan since 1974
702-493-9006

From:	cesar martinez
To:	Meeting Comments
Subject:	20-0208-vari-variance-public hearing-applicant: Ryan Wolfington- Owner: Do Right Feel Right Holdings, LLC
Date:	Sunday, December 13, 2020 12:50:51 PM

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City Council Meeting. date 12/16/2020 9:00 am

We have been fighting against the construction of this development. We need to stop immediately this construction. If this continues is going to ruin our community. Thanks for your support

Kristel Trachtenberg 702-860-8021
4408 W Bonanza Rd.
Las Vegas NV 89107

#88

Form Name:	City Council Live
Submission Time:	December 16, 2020 12:11 pm
Browser:	Chrome Mobile 87.0.4280.101 / Android
IP Address:	98.167.68.245
Unique ID:	728252190
Location:	36.110000610352, -115.21179962158

First Name	John
Last Name	Perazzo
City Resident	Yes
Zip Code	89107
Agenda Item Number	88
Choose One	Protest
Council Comment	Residential? 0.05 acres

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

Marty Hennessy's
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Trevor Short
Trevor Drinkwater
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Rick Smith
Tim Blenkiron
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Sally Dewherst
Jon Jannatta
Johnny Brenden
Phil Aurbach
Monty Lapica
Sylvia & Annette Jacobs
Matt Sherman
Atz Kiltcher
Les Buck
Crombie Hatfield
Hassan Humayan
Seth Nejame
Stephanie Chen
Richard Chang
Justin Siefert
Tiffany Alvord
Andrew Insigne

P.O. BOX 60953
BOULDER CITY, NV 89006
TEL 702-822-1081
inspiringchildren@gmail.com
www.InspiringChildren.net

To whomever it may concern,

I am applying for a parking variance regarding the property at 727 Sea Pines Ln. Las Vegas, NV 89107. When this property was initially purchased I had no awareness that my garage "casita" conversion was not up to city code. I purchased the house "as is."

The city subsequently was made aware of this problem and asked me to bring it up to code and to clarify its use.

I clarified that I was not renting it and was following the city code for a single family residence. "No more than 1 family or four unrelated people."

I bought the house personally for a family in my youth foundation - The Marty Hennessy Inspiring Children Foundation. They were in significant need after the 2008 depression. Using my own money borrowed from my brother I bought the home. I let the family in need use it rent free. I specifically purchased it for the extra room converted garage so the older boy in the family could have his own room. That older boy went on to get a scholarship to Villanova business school and ran sponsorship and community outreach for Vegas's professional tennis team until the season was canceled due to COVID. His younger brother Rua Elmore was the Nevada tennis state championship at Clark high school three years in a row.

Regardless of the noble purpose, now that I know the house wasn't up to code I am taking the steps to do it right.

I met with the city team, and they gave me clear instructions to first get the parking variance. Then I can go through the process to do the changes to make the garage in compliance.

The goal is to have the converted garage up to code, with the door from the garage into the house reinstalled and the proper permits. The unit does not have a kitchen, so that is in order.

Regarding available parking there is a very large amount of extra parking in my development. I would like to point out that the greens development has an unusual number of extra outdoor designated parking spots not on the street next to each home due to the way it was originally built.

Submitted at Planning Commission
Date 01/06/20 Item 25
by Max Novak

Marty Hennessy's
INSPIRING CHILDREN
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P.O. BOX 60953
BOULDER CITY, NV 89006
TEL 702-822-1081
inspiringchildren@gmail.com
www.InspiringChildren.net

The Greens was built with 151 extra available community parking spots. See photos attached.

The 151 extra parking spots do not include the communities extra parking lot. It also doesn't include the extra parking on the streets that allow for legal parking, just like most traditional streets.

Due to everyone using their garage the street or the extra 151 community spots and the extra parking lot have never been full in the near decade I have owned the home.

To my knowledge, two other homes have converted garages and this has not posed a parking problem. Luckily most people in Nevada prefer indoor garage parking so outdoor spots are readily available.

There is so much extra parking that the HOA has agreed to let residents use those extra spots to park additional RV's and trailers with plenty of spots going unused.

Please see the photos attached of the extra spots on a random day next to holes, a photo of the wide open empty parking lot and the RV/trailer sea of extra parking spots.

There is so much extra parking that the HOA board is considering letting the neighboring ford dealership rent the parking lot.

I have spoken to many homes in my community and all of them thus far have offered support.

It's important to note in the cul-de-sac alone where my home is (727 Sea Pines), there are 6 extra community parking spots available for parking, plus parking spots along the street.

See the attached photos showing how these extra parking spots are communal and not on the street.

Knowing that there is so much availability for extra parking I believe the parking variance is a justifiable request given the unique circumstances on my community that has these extra parking spots built in.

Thank you,
Ryan Wolfington

Marty Hennessy's
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By signing the next page, I acknowledge that I understand and approve of the parking variance proposed by the residents of 727 Sea Pines Lane. I understand that this parking variance would allow the residents of 727 Sea Pines Lane to park outside their garage, and there is room in the area surrounding and near their property for parking without disturbing other community residents.

The definition of a variance, according to the City of Nevada, is, "Permission to depart from the literal requirements of a zoning ordinance is called a variance. It is a zoning adjustment which permits minor changes of district requirements where individual properties are both harshly and uniquely burdened by the strict application of the law."

Parking Variance Approval

Owner Name: Ryan Wolfington
Address: 727 Sea Pines Ln 89107

Neighbor: Cristina Odion
Address: 723 Sea Pines Ln 89107
Phone: 702-788-1640

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Cristina Odion Date: 11-9-20

Neighbor: Claudia Rubio
Address: 715 Sea Pines Ln
Phone: 702-491-5731

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Claudia L. Rubio Date: 11-9-20

Neighbor: Elba Landaverde / Esdras Reyes
Address: 719 Sea pines lane
Phone: (702) 881-2655

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Elba Landaverde Date: 11-9-2020

Neighbor: Yamil Castellanos

Address: 801 Sea Pines LN

Phone: 702-755 2594

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/09/2020

Neighbor: LUCINDA STOCKS

Address: 803 SEA PINE LANE

Phone: 702 773 4594

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/09/2020

Neighbor: Francisco Barrios

Address: 731 Sea Pines LN 89107

Phone: 702-344-6442

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11-09-2020

Neighbor: Steven Starlazzi

Address: 811 Sea Pines

Phone: 702-493-9006

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11-9-2020

Parking Variance Approval

Owner Name: Ryan Wolfington
Address: 727 Sea Pines Ln 89107

Neighbor: [signature]
Address: 615 Sea Pines Ln
Phone:

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/9/20

Neighbor: Dawney Shreves
Address: 825 Sea Pines Ln.
Phone: 702-499-7498

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Dawney Shreves Date: 11-9-2020

Neighbor: Philip Traister
Address: 812 Sea Pines Ln.
Phone: 702-984-5438

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/9/20

Neighbor: Esperanza Cossio

Address: 822 Sea Pines Ln.

Phone: 702 764 9197

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/9/20

Neighbor: [signature]

Address: 810 SEA PINES LN

Phone: 323-788-8572

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/9/2020

Neighbor: ROY A. BRAATZ

Address: 722 SEA PINES LN

Phone: 323) 201-1515

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 9 NOV, 2020

Neighbor: Jeanna Ocampo

Address: 720 Sea Pines Ln

Phone: 702-8588773

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 9 NOV 2020

Parking Variance Approval

Owner Name: Ryan Wolfington
Address: 727 Sea Pines Ln 89107

Neighbor: Jessica Staley
Address: 608 Sea Pines Lane
Phone: 304-610-6909

☐ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Jessica Staley Date: 11/9/2020

Neighbor: Daniel Vazquez-Hernandez
Address: 602 Sea Pines Ln
Phone: (702) 366-6161

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Date: 11/9/20

Neighbor: Dan Swift
Address: 809 Sea Pines Lane
Phone: 702 834 2476

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Date: 11/9/2020

Neighbor: Murin Estrella
Address: 713 Seapines LN
Phone: 702-355-7729

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11-9-2020

Neighbor: Gladys Gonzalez
Address: 705 Sea Pines
Phone: 702 616-8826

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/9/2020

Neighbor: Olivia Lombardo
Address: 601 Sea Pines
Phone: 310-424-0330

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: NOV 9, 2020

Neighbor: Angel Cabrera
Address: 614 Sea Pines LN Las Vegas NV
Phone: (702) 810-4886

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/9/2020

Parking Variance Approval

Owner Name: Ryan Wolfington
Address: 727 Sea Pines Ln 89107

Neighbor: Jesse Cen 1/0
Address: 609 Spyglass Las Vegas 89107
Phone: (702) 721-2529

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11-9-20

Neighbor: Chael Azadeh
Address: 601 Spyglass Ln 89107
Phone: 818 929-1301

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/9/20

Neighbor: Margaret Corcoran
Address: 703 Spyglass Lane
Phone: 860-550-4393

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Margaret Corcoran Date: 11/9/20

Neighbor: Wendy Graves
Address: 711 Spyglass
Phone: 702-987-0805

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Wendy Graves Date: 11/9/20

Neighbor: SUSAN RAPANA
Address: 715 SPYGLASS LN. LAS VEGAS NV 89107
Phone: 702-588-3260

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Susan Rapana Date: 11.09.20

Neighbor: Hector DIAZ JR.
Address: 733 Spyglass Ln Las Vegas NV 89107
Phone: 609 605 2869

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Hector Diaz JR. Date: 11/9/2020

Neighbor: LISA BEATY
Address: 807 Spyglass
Phone: 702-743-4803

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Lisa Beaty Date: 11/9/2020

Parking Variance Approval

Owner Name: Ryan Wolfington
Address: 727 Sea Pines Ln 89107

Neighbor: Margaret Sievers
Address: 819 Spyglass Lane
Phone: 702-878-0509

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Margaret Sievers Date: 11/10/2020

Neighbor: Trenton Alenik
Address: 733 Sea Pines
Phone: 702-767-7531

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: T Alenik Date: 11/10/2020

Neighbor: Clarice Rathers
Address: 725 Sea Pines
Phone: 702-683-9950

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Clarice Rathers Date: 11/10/2020

Parking Variance Approval

For the Residents of 727 Sea Pines Lane

Owner Name: _____

Address: _____

Neighbor: MARY HARRIS

Address: 4424 SAINT ANDREWS CIR

Phone: (801) 390 8505

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Mary Harris Date: _____

Neighbor: Sam Santana

Address: 4412 St Andrews Cir Las Vegas, NV 89107

Phone: (310) 214-2760

☐ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: _____ Date: 10/10/20

Neighbor: Myrna Winslow - MYRNA WINSCOW

Address: 4488 St Andrews Circle - Las Vegas NV 89107

Phone: 702-646-8173

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Myrna Winslow Date: 11-10-20

Neighbor: Richard Fowler

Address: 4409 Thompson Circle

Phone: 702-273-4132

☐ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/10/20

Neighbor: Carroll Parker

Address: 4420 Thompson Cr.

Phone:

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11-10-20

Neighbor: Adriana Sanchez

Address: 4416 Thompson Cr.

Phone:

☐ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/10/20

Neighbor: Josie Ramos

Address: 816 Hogan Dr.

Phone: -

☐ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/16/20

Parking Variance Approval

For the Residents of 727 Sea Pines Lane

Owner Name: _____

Address: _____

Neighbor: Aaron Dalske

Address: 4425 Washington Ave

Phone: 702 406 6711

☒ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Aaron J Dalske Date: 11/10/2020

Neighbor: LORENZO WHITE

Address: 4409 W. WASHINGTON AVE.

Phone: 702-528-6007

☐ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: _____ Date: 11-10-20

Neighbor: Jorge Arevalo

Address: 817 Hogan dr

Phone: 702 776 1480

☐ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: _____ Date: 11/10/20

Neighbor: Jose Miranda

Address: 800 Hogan Dr

Phone: 702-409-9918

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11-10-2020

Neighbor: Kimberly Barber

Address: 712 Hogan Dr

Phone: 702-955-2666

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: Kimberly Barber Date: 11-10-2020

Neighbor: V. A. Herrera

Address: 4409 St. Andrews Cir

Phone: 873-4488

☑ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: [signature] Date: 11/10/20

Neighbor: John Napoleon

Address: 4417 St. Andrews Cir.

Phone: 702 801 1227

☐ I have reviewed the plans and specifications for my neighbor's proposed parking variance, and I have no concerns about the proposed changes.

Signature: John Napoleon Date: 11-10-20

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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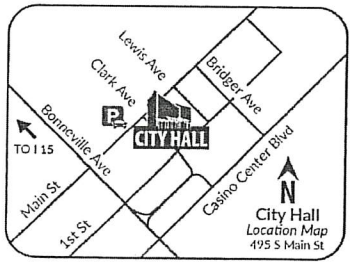

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0208-VAR1

Planning Commission Meeting of **11/10/2020**

20-0208-VAR1
13930301006
DANA DEVELOPMENT L L C
NATIONAL FACILITIES CORP
660 N DECATUR BLVD
LAS VEGAS NV 89107-1918

97 HRDFNP1 89107

Submitted after final agenda 25P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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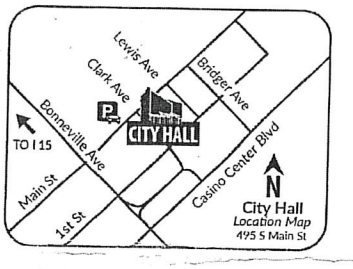
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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NOV 03 2020
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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.

20-0208-VAR1
Planning Commission Meeting of **11/10/2020**

20-0208-VAR1
13930313011
CASSELL DAVID T 2018 LIVING TRUST
CASSELL DAVID T TRS
7613 SEA WIND DR
LAS VEGAS NV 89128

23 HRDFNP1 89128

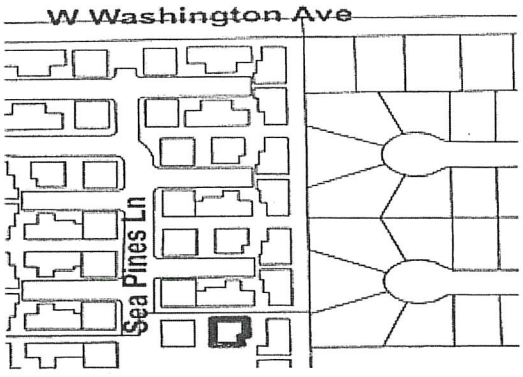
Application Information

20-0208-VAR1 - VARIANCE - PUBLIC HEARING - APPLICANT: RYAN WOLFINGTON - OWNER: DO RIGHT FEEL RIGHT HOLDINGS, LLC - For possible action on a Land Use Entitlement project request for a Variance TO ALLOW ZERO PARKING SPACES WHERE TWO ARE REQUIRED on 0.05 acres at 727 Sea Pines Lane (APN 139-30-313-041), RPD-8 (Residential Planned Development – 8 Units Per Acre), Ward 5 (Crear).

Parking spaces shold be maintained to allow off-street parking. Approval of this variance will force more cars to park on the street

No.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***11/10/2020***
Time:	6:00 PM
Location:	Council Chambers - 495 South Main Street - Phone 229-6011

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to and during the meeting at https://cityoflasvegas.formstack.com/forms/plan_app_comments_2018, or, prior to this meeting, may 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/meetings

25P

No. 2459 P. 1/1

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.
20-0208-VAR1
Planning Commission Meeting of **11/10/2020**

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NOV 10 2020
Dept of Planning
City of Las Vegas

20-0208-VAR1
13930321001
TRACHTENBERG KRISTEL
4408 W BONANZA RD
LAS VEGAS NV 89107-2127

97 HRDFHP1 89107

Nov. 5. 2020 3:00AM

25P

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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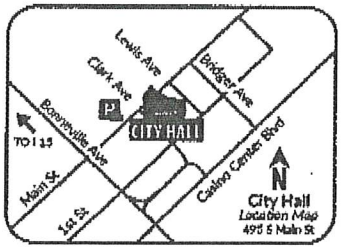

RECEIVED
NOV 10 2020
Dept of Planning
City of Las Vegas

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0208-VAR1
Planning Commission Meeting of **11/10/2020**

20-0208-VAR1
13930312028
INFIELD TAMARA NORINE & NICHOLAS MONTAQUE
72626 BEL AIR RD
PALM DESERT CA 92260

104 HRDFMP1 92260

25P

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

FAX Please

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Las Vegas, NV
Permit No. 1810

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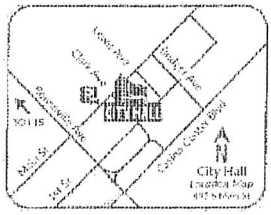
Official Notice of Public Hearing



RECEIVED
NOV 10 2020
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) 464-7409 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0208-VAR1

Planning Commission Meeting of **11/10/2020**

20-0208-VAR1
13930322014
STORLAZZI STEVEN & DONNA
811 SEA PINES LN
LAS VEGAS NV 89107-2064

ST MRDFNP1 89107

25A

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
89

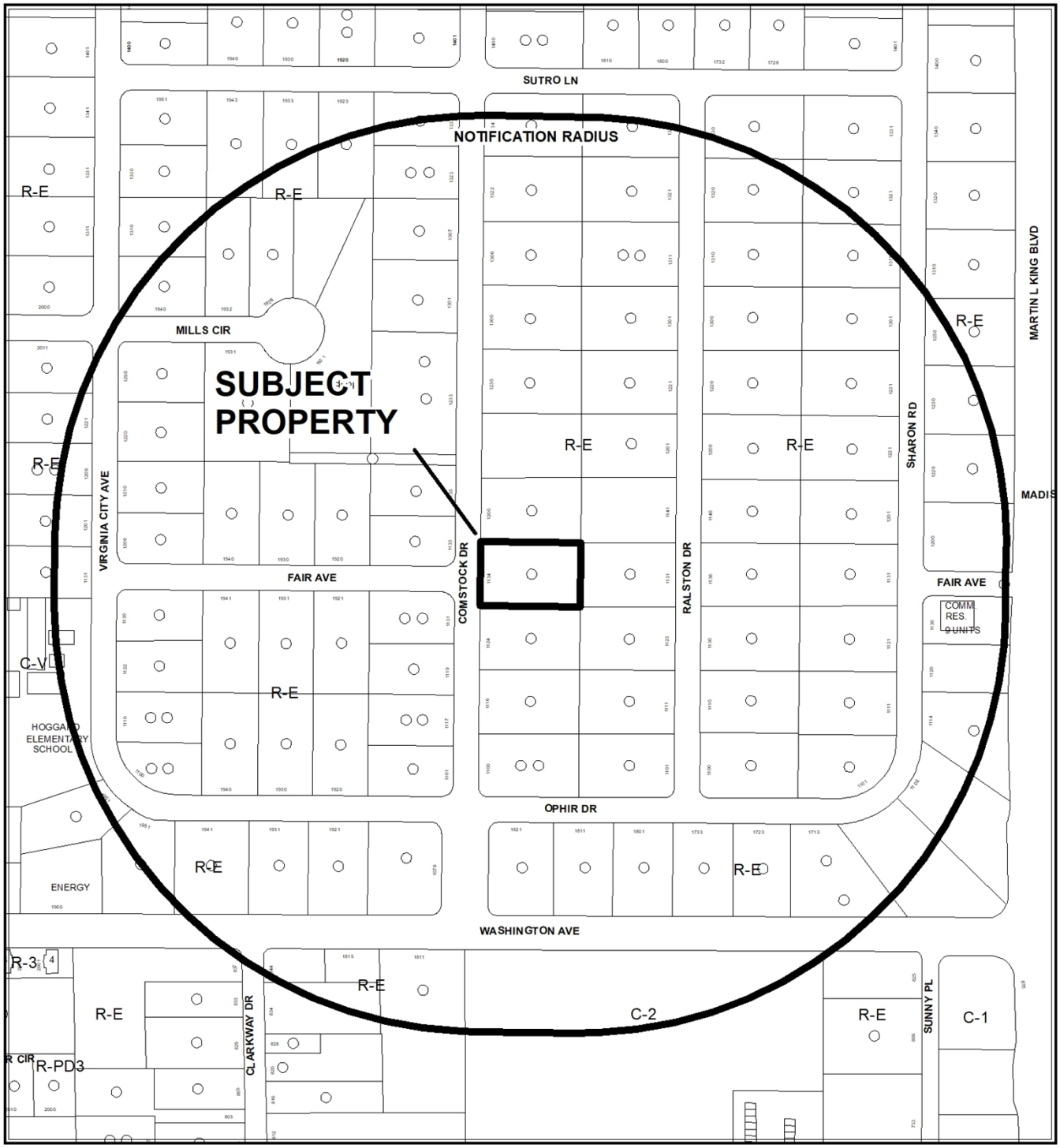
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0227-DIR1 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT: ROCHELLE HOOKS - OWNER: HELEN AILEEN TOLAND LIVING TRUST - For possible action on a Land Use Entitlement project request to designate the Helen A. Toland Residence as a Historic Building on the City of Las Vegas Historic Property Register as approved by the Historic Preservation Commission (HPC-75560) on 0.82 acres at 1134 Comstock Drive (APN 139-28-210-053), R-E (Residence Estates) Zone, Ward 5 (Crear). The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

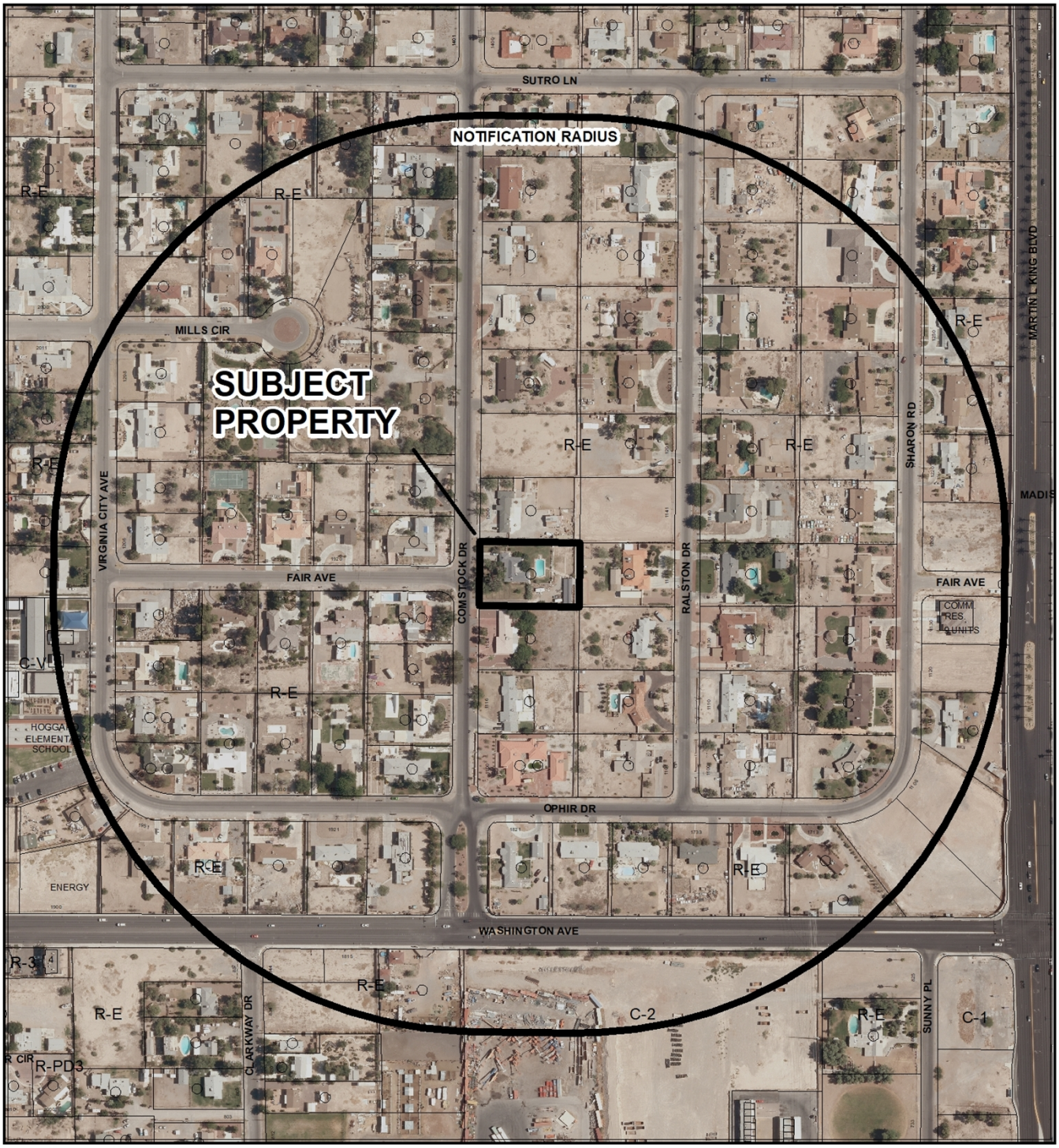
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Submitted after Final Agenda - Support Postcards
5. Backup Submitted for the November 10, 2020 Planning Commission Meeting



CASE: **20-0227-DIR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)



0 270 540 Feet

CASE: **20-0227-DIR1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: ROCHELLE HOOKS - OWNER: HELEN AILEEN TOLAND LIVING TRUST

**** STAFF RECOMMENDATION ****

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0227-DIR1	Staff recommends APPROVAL	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 8

NOTICES MAILED 118 (By City Clerk)

PROTESTS 1

APPROVALS 0

DS

Staff Report Page One
December 16, 2020 – City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request to designate the Helen A. Toland Residence as a Historic Building on the City of Las Vegas Historic Property Register, as approved by the Historic Preservation Commission (HPC-75560), on 0.82 acres located at 1134 Comstock Drive (APN 139-28-210-053), R-E (Residence Estates) Zone, Ward 5 (Crear).

The city of Las Vegas Historic Preservation Commission voted to approve the nomination for designation as a Historic Building on February 27, 2019 based on the property's ability to meet the criteria for historic designation as listed in Title 19.10.150 I. Designation of Historic Landmarks, Districts, Sites, Buildings, Structures and Objects.

ISSUES

The designation of a Historic Landmark, District, Site, Building, Structure and Object shall be indicated by the "H" symbol on the zoning maps of the City. The use and development of property affected by a designation shall be governed by [19.10.150 H HISTORIC DESIGNATION OVERLAY DISTRICT] and applicable Design Guidelines adopted thereunder, as well as by the regulations pertaining to the underlying zoning classification(s) for the property, other provisions of the Unified Development Code and the General Plan.

Therefore, whenever it is proposed to alter, remodel, build, or otherwise develop a Historic Landmark, District, Site, Building, Structure or Object, or an Historic Landmark, Site, Building, Structure or Object located within a designated Historic District, and a building permit or other development or zoning permit is required for such work, the applicant must first obtain the approval of the HPC.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
11/14/18	Historic Preservation Commission received the Application for City of Las Vegas Historic Designation from Rochelle Hooks President of the Helen B. Toland Foundation representing Helen A. Toland, property owner of the residence located at 1134 Comstock Drive.

DS

Related Relevant City Actions by P&D, Fire, Bldg., etc	
02/27/19	Historic Preservation Commission recommended APPROVAL (HPC-75560) of the application for City of Las Vegas Historic Designation from Rochelle Hooks President of the Helen B. Toland Foundation representing Helen A. Toland, property owner of the residence located at 1134 Comstock Drive.
11/10/20	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project request to designate the Helen A. Toland Residence as a Historic Building on the City of Las Vegas Historic Property Register as approved by the Historic Preservation Commission (HPC-75560) on 0.82 acres at 1134 Comstock Drive (APN 139-28-210-053), R-E (Residence Estates) Zone, Ward 5 (Crear).

ANALYSIS

The Helen A. Toland Residence located at 1134 Comstock Drive, has been determined eligible for listing on the City of Las Vegas Historic Property Register as a Historic Building by the City of Las Vegas Historic Preservation Commission.

The building meets the following requirements for Historic Building designation, as stated in the City of Las Vegas **Title 19.10.150, Designation of Historic Landmarks, Districts, Sites, Buildings, Structures and Objects, Section I, Subsection (a) and (b):**

To be eligible, the site must meet the criteria under Title 19.10.150(I)(1) “Designation of Historic Landmarks, Districts, Sites, Buildings, Structures and Objects:”

1. An individual landmark, district, site, building, structure or object may be designated on the City of Las Vegas Historic Property Register if it demonstrates exceptional historical significance by qualifying under Subparagraphs (a) or (b) below:
    a. It meets the criteria for listing on the State or National Register of Historic Places; or
    b. It is determined to be of exceptional local significance and expresses a distinctive character because:
        i. A significant portion of it is at least 40 years old;

ii. It is reflective of the City's cultural, social, political or economic past; and
iii. Either:
    1. It is associated with a person or event significant in local, state or national history; or
    2. It represents an established and familiar visual feature of an area of the City because of its location or singular physical appearance.

The City of Las Vegas supports the preservation of historic resources with the following documents:

1) *The City of Las Vegas Historic Properties and Neighborhoods Preservation Plan Element*
    a. Goal: Promote the educational, cultural, economic, and general welfare of the public through the preservation, maintenance and protection of structures, sites and districts of significant historic, architectural, and archaeological interest within Las Vegas.
        i. Objective 1: Promote the preservation, maintenance and protection of structures, sites and districts of historic interest within Las Vegas.
        ii. Objective 3: Promote and encourage the rehabilitation and reuse of historic resources.
        iii. Objective 4: Promote and encourage the stability of designated historic neighborhoods, sites and landmarks by preserving their historical and architectural integrity.

2) *The City of Las Vegas Master Plan 2020*
    a. Chapter 2: Land Use & Environment
        i. Preserve and reuse historic structures and sites.
        ii. Support continued investment to preserve Las Vegas's distinctive identity
        iii. Ensure rural preservation
        iv. Maintain neighborhood character
        v. Continue to update the inventory of designated and eligible historic structures and sites in the community

Summary of Significance (taken from the attached Application for City of Las Vegas Historic Designation):

The property was constructed in 1947. Per the statement of eligibility and appropriateness for designation provided by the applicant, the site is the home of Helen Toland, the first African American female principal in the Clark County School District when she was hired as the principal of Kit Carson Elementary School in 1965.

The Helen A. Toland Residence is considered eligible for designation as a Historic Building under Title 19.10.150 Section I. Designation of Historic Landmarks, Districts, Sites, Buildings, Structures and Objects under:

1. Subsection 1.b. It is determined to be of exceptional local significance and expresses a distinctive character because:
    a. 1.b.i. A significant portion of it is at least 40 years old;
    b. 1.b.ii It is reflective of the City's cultural, social, political or economic past
    c. 1.b.iii.(A) It is associated with a person or event significant in local, state or national history.

Staff recommends approval of the nomination of 1134 Comstock Drive to the City of Las Vegas Historic Property Register as a Historic Building.

DS

DEPARTMENT OF PLANNING

Application for City of Las Vegas Historic Designation

Name of Property Helen A. Toland Residence

Address (Location) 1134 Comstock Drive, Las Vegas, NV 89106

Type of Designation (check one) **Building** ☐ **District** ☐ **Site** ☒ **Structure** ☐

Assessor's Parcel #(s) 139-28-210-053

Current Zoning Designation Bonanza Village Tract Plat Book 2 Page 69

Additional Information

Description: Lot 4 Block 1

APPLICANT/ REPRESENTATIVE	Rochelle Hooks	**Property Owner?**	Yes ☐ No ☒
Address	6300 McCarran St Unit 1075	**Phone** 702.610.9841	**Fax:** 7026514908
City	North Las Vegas	**State** NV	**Zip** 89081
E-mail	rochelle.hooks@csn.edu		

Required Submittal Material

FOR STAFF USE ONLY

Statement of Eligibility and Appropriateness for designation	X
Photographs	X
Letter of Property Owner Consent (if property owner is not the applicant)	X
Statement of Financial Interest	X
Letter of Request for Action (if designation is for a district)	X
Deed/Legal Description	X

Signature of Property Owner or Authorized Representative of the City of Las Vegas

Print Name

Subscribed and sworn before me
This _____ **day of** _____ **, 20** _____ **.**

Notary Public in and for said County and State

FOR DEPARTMENT USE ONLY

Case # HPC- 75560

Meeting Date: Feb. 27, 2019

Date Accepted: original = 11/14/2018 update: 9/28/2020

Accepted By: S. Noyce D. Siebrandt









City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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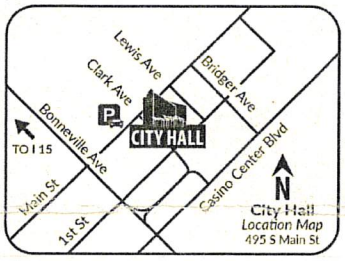

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0227-DIR1
City Council Meeting of **12/16/2020**

20-0227-DIR1
13928210003
ROBINSON ROBERT L
1221 VIRGINIA CITY AVE
LAS VEGAS NV 89106-2047

89 JRDFNP1 89106

Submitted after final agenda
Item 84

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

20-0227-DIR1

City Council Meeting of **12/16/2020**

20-0227-DIR1
13928210032
BELL LIVING TRUST
BELL J D & ESTHER L TRS
1131 SHARON RD
LAS VEGAS NV 89106-2035

83 JRDFNP1 89106

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12/08/2020 08:57 7028754694 GEORGE BREWER PAGE 01

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

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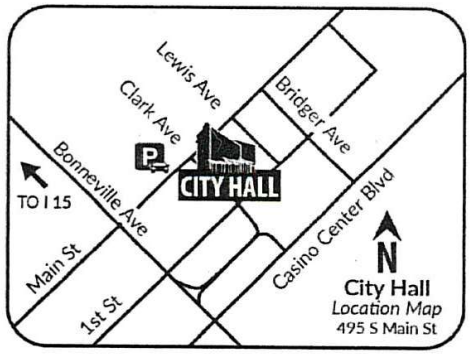

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NOV 16 2020
Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0227-DIR1

Planning Commission Meeting of **11/10/2020**

20-0227-DIR1
13928210033
MURRAY LAWRENCE & M FAM TR
MURRAY LAWRENCE H & MARGARET
TRS
1121 SHARON RD
LAS VEGAS NV 89106-2035

2 HRDFNP1 12020

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
90

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0266-DIR1 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - Discussion for possible action regarding the adoption of the City of Las Vegas 2050 Master Plan, All Wards. The Planning Commission (6-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (6-0 vote) and Staff recommend APPROVAL

BACKUP DOCUMENTATION:
1. Backup Submitted for the November 10, 2020 Planning Commission Meeting

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

2050 MASTER PLAN

20-0266-DIR1

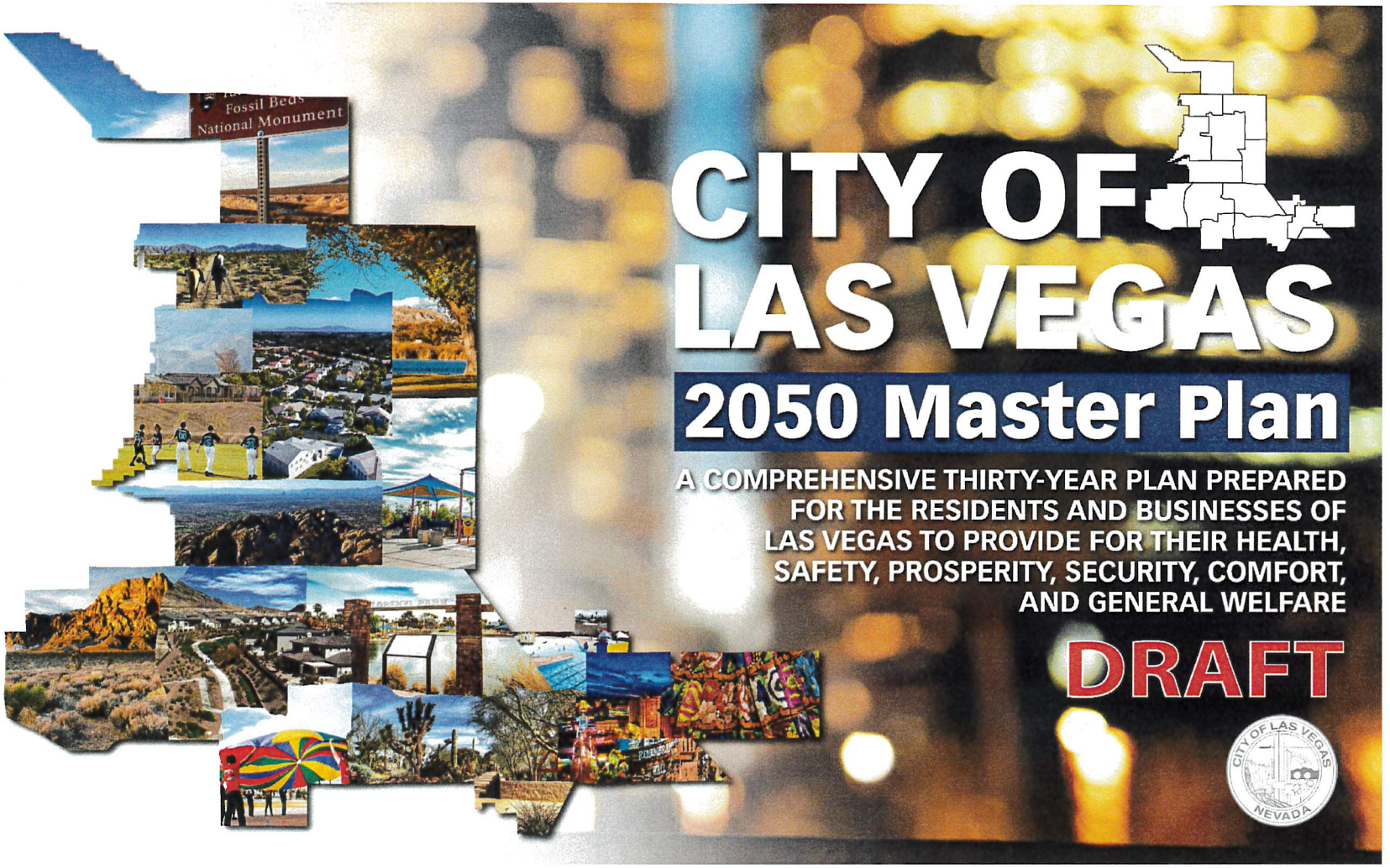
NOVEMBER 10, 2020



Submitted at Planning Commission

Date 11/10/20 Item 39

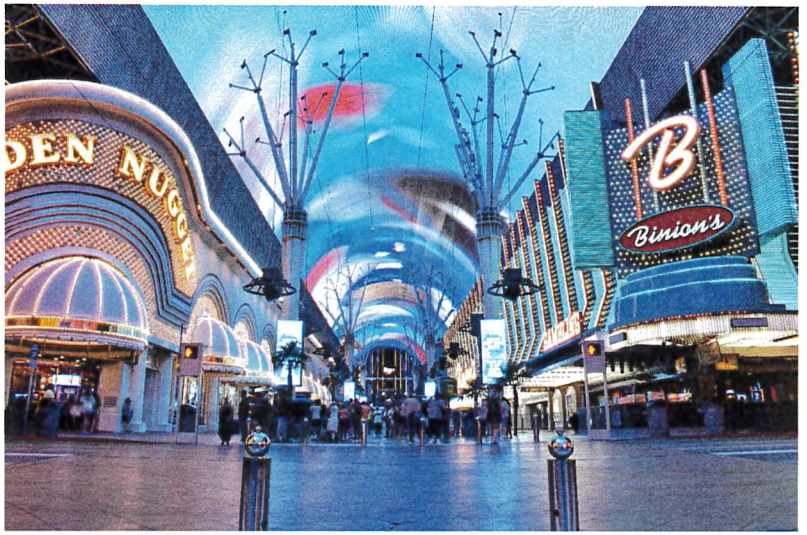
by Staff



ITEM 39: 20-0266-DIR1: FOR DISCUSSION AND POSSIBLE ACTION TO ADOPT THE CITY OF LAS VEGAS 2050 MASTER PLAN

WHY WE'RE HERE

- Planning Commission is required to prepare and adopt a comprehensive long-term general plan for the physical development of the City.
- 2000-2013: City of Las Vegas Master Plan 2020 was adopted by the Planning Commission, as well as subsequent master plan updates.
- 2017: The Planning Commission determined that the goals, objectives, and policies of the City of Las Vegas Master Plan 2020 were largely met.
- 2017: City Council adopts the City of Las Vegas Strategy for Community Resilience, Net-Zero Energy, and Sustainability Resolution: directs city staff to a new master plan.



City Council - Page 1464

WHY WE'RE HERE

- 2018: SmithGroup team to assist City staff with a public outreach campaign and plan development activities to guide future development over the next thirty years for desired economic, social, cultural, and quality of life goals.
- March 2019: Public engagement, community surveys and outreach
- May 2019: SmithGroup and the City's project team receive support on the plan's proposed vision and guiding principles



City Council - Page 1465

A VISION FOR CHANGE

LAS VEGAS 2050 MASTER PLAN

Las Vegas in 2050 will be...

- Bold
- Innovative
- Iconic
- Working
- Smart
- Accessible
- Collaborative

THE CITY OF LAS VEGAS WILL BE A LEADER IN RESILIENT, HEALTHY CITIES - LEVERAGING THE PIONEERING INNOVATIVE SPIRIT OF ITS RESIDENTS TO PROVIDE EQUITABLE ACCESS TO SERVICES, EDUCATION, AND JOBS IN THE NEW ECONOMY.

City Council - Page 1466

GUIDING PRINCIPLES

THE FOUNDATION OF STRATEGIES

- Measure success
- Weigh recommendations
- Foster community-driven implementation
- Improve quality of life for all residents



EQUITABLE
inclusive, fair, welcoming



RESILIENT
sustainable, adaptable, flexible



HEALTHY
strong, accessible, well



LIVABLE
unique, complete, enjoyable



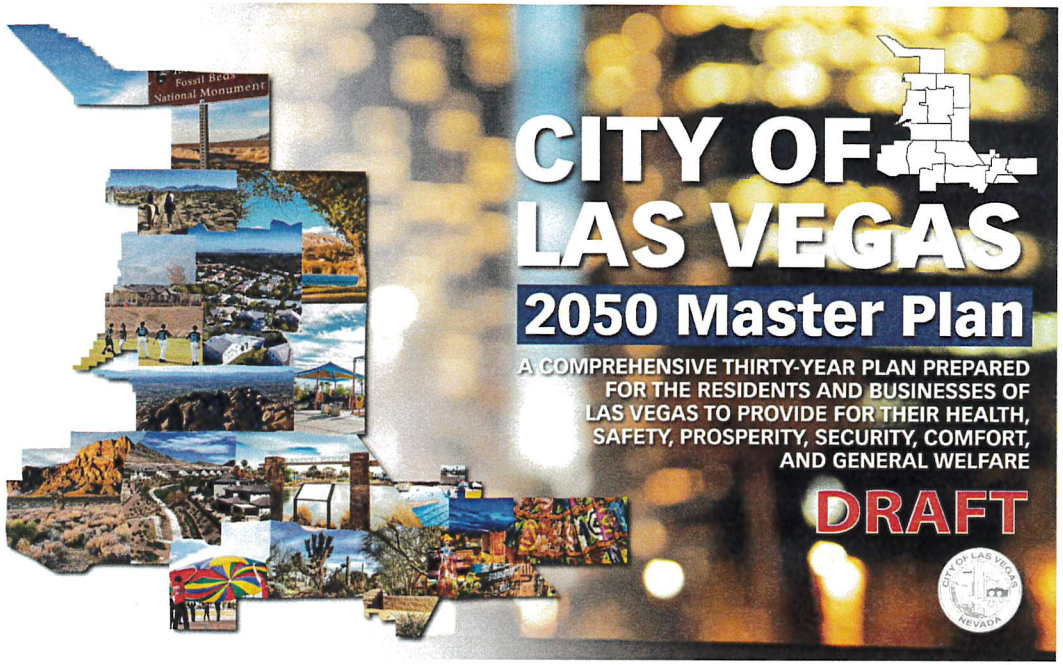
INNOVATIVE
smart, diverse, bold

City Council - Page 1467

PROGRESS TO DATE

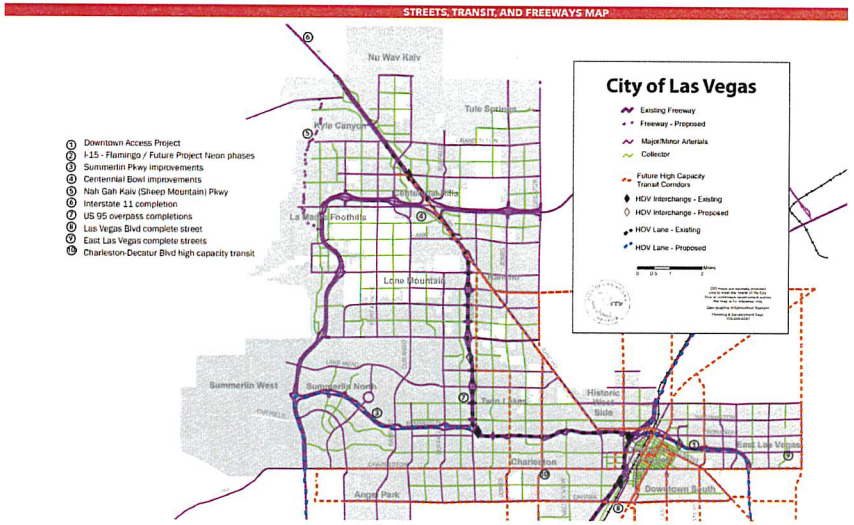
- 2019-2020: Master Plan under development
  - —August 2019: Developed goals prioritized and supported by public
  - —Draft developed
  - —Available at www.masterplan.vegas

- September 2020: Planning Commission Workshop



9.21.20 PLANNING COMMISSION WORKSHOP

- The 2050 Master Plan provides:
  - —Direction and practical guidelines for future development
  - —Implementation-focused recommendations adaptable to change
- Overview of Plan and Chapters
  - —Land Use placetypes and 2050 General Plan
  - —Areas of the City
  - —Environment
  - —Economy and Education
  - —Systems and Services
  - —Implementation



City Council - Page 1469

9.21.20 PLANNING COMMISSION WORKSHOP

III.C URBAN FORESTRY

NRS 278.160.1(b)(1)

PRIORITIZE INCREASING TREE CANOPY ACROSS ALL AREAS OF THE CITY FOR MULTIPLE PUBLIC HEALTH AND ENVIRONMENTAL BENEFITS



As one of the fastest warming cities in the country, extreme heat, including heat waves of greater intensity, frequency, and duration is one of three current and long-term hazard vulnerabilities to the city that must be mitigated. Among the top methods to reduce the urban heat island effect, mitigate extreme heat, and reduce overall temperatures is through the City's urban forest and other forms of green infrastructure. Trees help cool cities by providing shade, lowering the need to cool buildings, decreasing the amount of heat absorbed by asphalt areas like streets or parking lots, and creating overall cooler environment through which people can walk and bike. Urban forests, the collection of urban trees throughout the urban environment, should be considered a capital asset, much like a public building. Trees and urban forests also have the benefit of providing the City with a wide range of physiologic, economic, sociologic, and aesthetic benefits, including:

- Help treat stormwater runoff
- Provide shade that help cool and mitigate the urban heat island
- Help reduce air pollution and sequester greenhouse gas emissions by providing health benefits and environmental justice to urban neighborhoods
- Provide wildlife habitat
- Increase property values and property marketability.

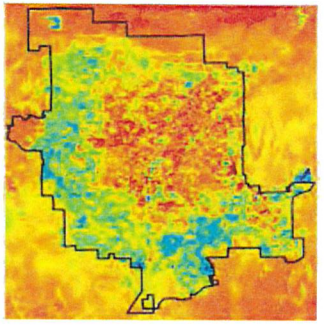
KEY ACTIONS

- In keeping with Tree City USA and urban forestry commitments, plant 60,000 "Bulletproof" native and adaptive trees on public and private property that are tolerant heat, cold, and wind tolerant; water efficient; low maintenance; non-invasive, and pest and disease resistant.
- To further reduce extreme heat and the urban heat island effect, support and accent trees with heat and water efficient native and adaptive plants, including shrubs, groundcover, vines, agaves, cacti, succulents, yuccas, ornamental grasses, and perennials.
- Strengthen landscaping requirements within LVMC Title 19 to ensure trees and landscaping are not lost due to exceptions or waivers of codified standards.
- Institute resilient best management urban design practices to ensure high quality landscape architecture for public facilities and private developments.

URBAN HEAT ISLAND CONTEXT

Average annual high and low temperatures have continually increased over time. Between 2006 and 2019, temperatures increased in Las Vegas nearly three to four degrees. July monthly daytime average temperatures have exceeded 105° in ten of the past 14 years. The Las Vegas office of the National Weather Service determines extreme heat events; heat advisories are issued when daytimes highs are expected to be 100° or higher for at least two days and nighttime temperatures do not drop below 75°. An excessive heat warning is similarly issued when temperatures reach above 105°. Over the next 30 years, barring no major reversal of global climatic temperature trends, it is anticipated that the average annual number of days when temperatures exceed 100°will increase to 70°. Extreme heat is further exacerbated by the urban heat island effect, the phenomenon of urban areas being hotter than rural areas, which can be mitigated by reducing asphalt and concrete surfaces while weaving in green infrastructure and shade. The urban heat island effect can cause the following:

- Health issues, especially for heat-susceptible populations like children, the elderly, homeless individuals, and low-income and minority populations.
- Delays, business risks, and heath concerns for employees that work outside, especially at the City's resorts, construction and development labor.
- Increased energy and water demand for air conditioning and cooling, as well as increased building operational costs, employee needs, and goods requiring refrigeration.
- Poorer air quality through the greater incidences of inversion layers



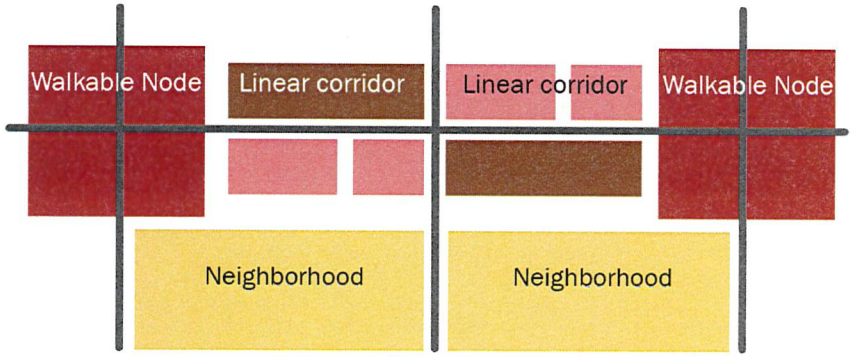
OUTCOMES

- Plant and maintain Plant 60,000 "Bulletproof" native and adaptive trees on public and private property by 2050
- The City's tree canopy increases to 20% by 2035 and 25% by 2050 utilizing native and adaptive drought tolerant tree species.
- 85% of the City's population lives within a 1/3 mile from green infrastructure features that provide localized cooling through park space, tree canopy cover, or vegetative surfaces.

EQUITABLE	RESILIENT	HEALTHY	LIVABLE	INNOVATIVE
Tree canopy coverage must be distributed throughout the City to ensure all residents, as well as members of vulnerable populations, have access to the benefits of trees	Utilizing water-efficient, drought tolerant native and adaptive tree and plant species help the City further mitigate and adapt against the hazard of extreme heat.	Trees help reduce the urban heat island effect and overall temperatures, improve the quality of stormwater and air, and provide visual aesthetics that improve personal wellness.	Parks, trees, and green infrastructure enhance the sense of place in the community and provide areas that are enjoyable to walk, bike, and recreate by all.	Designing structures and architectural features that provide shade as well as green space

2050 GENERAL PLAN & FUTURE LAND USE

- Prioritize transit corridors – present and future
  - —Mixed-Use Nodes
  - —Corridor Connectors
- Expect less change to neighborhoods
  - —Recommendations are provided, but not location specific yet
  - —These will be identified in future subarea plans
- 2050 General Plan
  - —2050 Plan Map remains advisory until changed
  - —Conforming zoning changes
  - —Official Zoning Map remains in effect until changed



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2050 GENERAL PLAN & FUTURE LAND USE

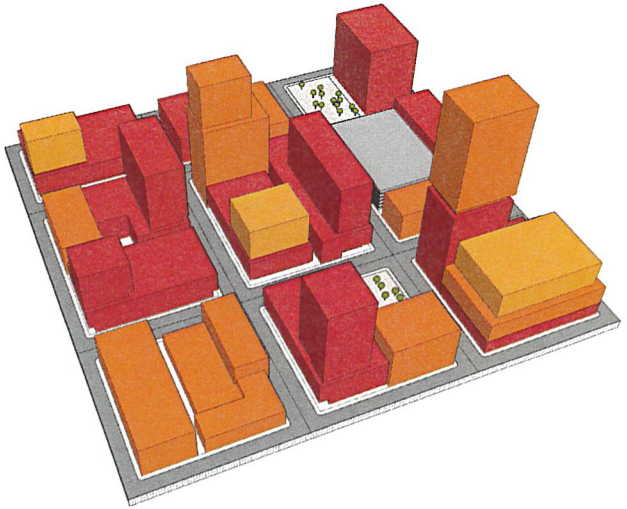
- Regional Centers
  - —Downtown Las Vegas
  - —Centennial Hills Town Center
- Mixed Use Center
- Corridor Mixed Use
- Neighborhood Centers
- Existing Types
  - —Mixed Residential
  - —Traditional Neighborhoods
  - —Subdivision retrofits
  - —New subdivisions
  - —Rural Preservation













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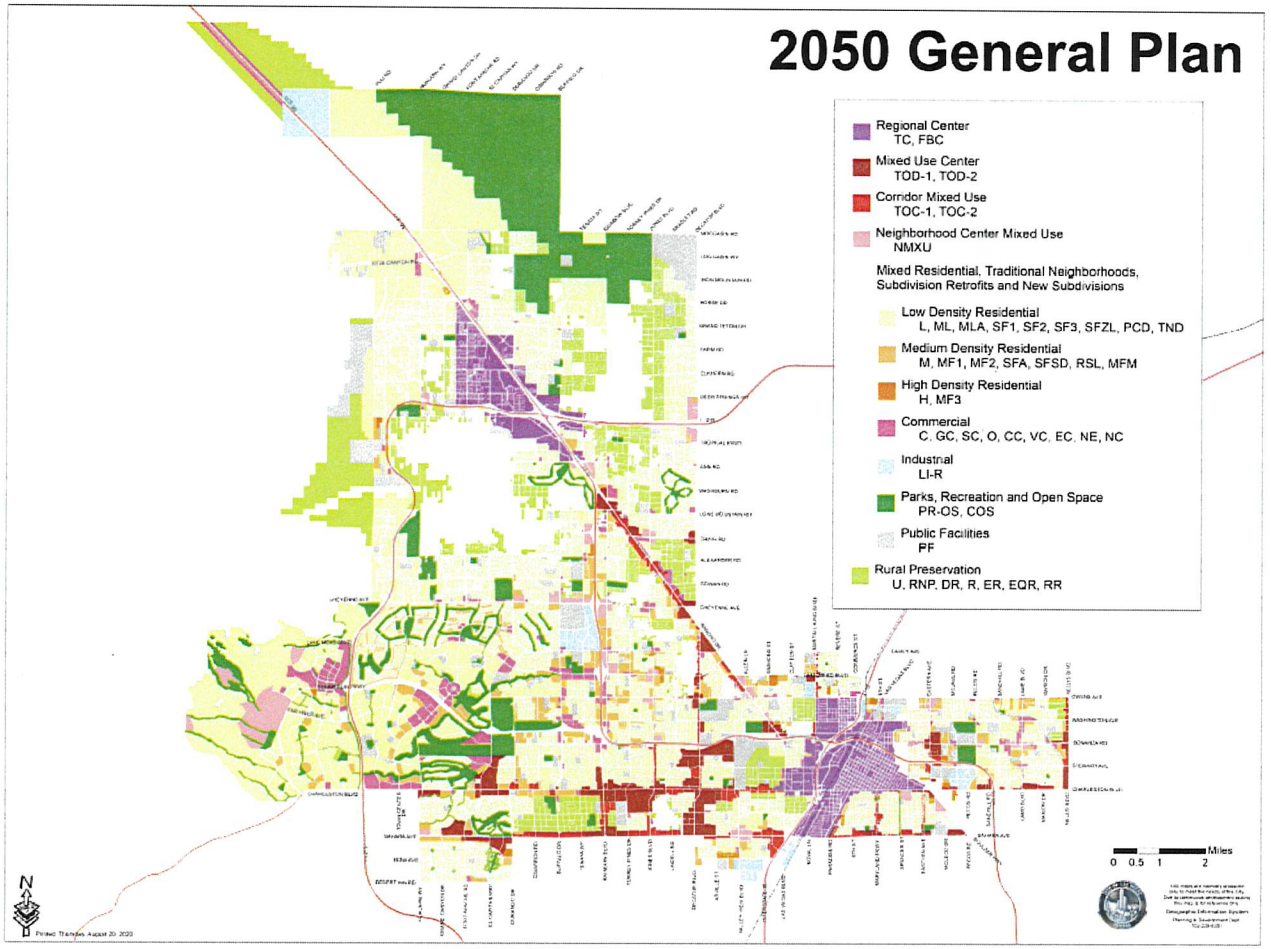
2050 GENERAL PLAN & FUTURE LAND USE



2050 GENERAL PLAN & FUTURE LAND USE

COMPATIBLE ZONING CATEGORIES: LVMC TITLE 19

General Plan Categories	Character and Density	Applicable Special Areas	TITLE 19.06										TITLE 19.08								TITLE 19.10							TITLE 19.09									
			U	R-E	R-D	R-1	R-3L	R-CL	R-TH	R-2	R-3	R-4	R-MH	P-O	O	C-D	C-1	C-2	C-PB	C-M	M	C-V	P-C	PD	R-PD	T-C	T-D	T6-UC	T6-UG	T5-C	T5-M	T5-MS	T5-N	T4-C	T4-HS	T4-N	T3-N
Regional Center	See Page																																			
TC - Town Center	Includes Town Center subdesignations of L, M, ML, MLA, SC, GC, MS, SX, UC, EC, PC, PF (6-50 du/acre)	TC																							X											
FBC - Form-Based Code	Diverse, human-scale, walkable mixed use built environments, accessible (6-50 du/acre)	DTLV																									X	X	X	X	X	X	X	X	X	X
Mixed Use Center	See Page																																			
TOD-1 - Transit-Oriented Development	Higher intensity, mixed-use TOD, suitable for LRT (> 40 du/acre)										T	T	T	T	T	T	T		T	T	T		T					F	F	F	F	F	F	F	
TOD-2 - Transit-Oriented Development	Moderate intensity, mixed-use TOD, suitable for BRT (> 30 du/acre)										T	T	T	T	T	T	T		T	T	T		T						F	F	F		F	F	
Corridor Mixed Use	See Page																																			
TOC-1 - Transit-Oriented Corridor	Higher intensity, linear corridor oriented mixed-use, suitable for LRT (> 40 du/acre)										T	T	T	T	T	T	T		T	T	T		T					F		F	F	F	F			
TOC-2 - Transit-Oriented Corridor	Moderate intensity, linear corridor oriented mixed-use, suitable for BRT (> 30 du/acre)										T	T	T	T	T	T	T		T	T	T		T							F	F	F	F			
Neighborhood Mixed Use Center	See Page																																			
NMXU - Neighborhood Mixed-Use Center	Moderate intensity neighborhood-oriented mixed use and town centers		F								T	T	T	T	T	T	T			T			T											F	F	F
Low Density Residential -																																				
L - Low	Single family housing, (< 5 du/acre)	CE, GTV, IMR, LM	X	X	X	X	X						X										S													
ML - Medium Low	Single family housing, (< 9 du/acre)	CE, GCV, GTV, LM	X	X		X	X	X		X			X										S													
MLA- Medium Low Attached	Single and multi-family housing, typically attached, and x-plexes (10-15 du/acre)	GTV, LM							X	X			X										S													
SF1- Single Family Detached 1	Single family housing, (< 3.5 du/acre)	SUM																				X														
SF2- Single Family Detached 2	Single family housing, (< 6 du/acre)	SUM																				X														
SF3- Single Family Detached 3	Single family housing, (< 10 du/acre)	SUM																				X														
SFZL- Single Family Zero Lot Line	Attached or detached single family housing with a zero lot line (< 12 du/acre)	SUM																				X														
PCD - Planned Community Development	Mixed residential development, subject to conditions and adjacency standards (2-10 du/acre)																						X													
TND - Traditional Neighborhood Dev.	Balanced mix of residential, commercial, and civic uses with multi-modal complete streets (Variable density)			X		X				X	X	X		X			X	X																	
Medium Density Residential																																				
M- Medium	Multi-family housing, townhomes, and plexes (15-25 du/acre)	CE							X	X	X												S													
MF1- Multi-Family Low Density	Multi-family housing, townhomes, and plexes (< 14 du/acre)	SUM																				X														
MF2- Multi-Family Medium Density	Multi-family housing, townhomes, and plexes (< 21 du/acre)	SUM																				X														
SFA- Single Family Attached	Attached single family housing (< 18 du/acre)	SUM																				X														
SFSD- Single Family Special Lot	Single family housing, (< 18 du/acre)	SUM																				X														
RSL- Residential Small Lot	Attached or detached single family housing (< 15 du/acre)	CE																					S													
MFM- Multi-Family Medium	Multi-family housing, townhomes, and plexes (15-25 du/acre)	GCV, GTV, LM																					S													
High Density Residential																																				
H- High Density	Multi-family housing, apartments, condominiums, townhomes, and high-rise residential (> 25 du/acre)								X	X	X	X																								
MF3- High Density Multi-Family	Large apartments, condominiums, and other multi-family dwellings (No maximum density)	SUM																																		
Commercial																																				
GC - General Commercial	All types of commercial offices, businesses or retail													X	X		X	X																		
SC - Service Commercial	Low intensity commercial offices, businesses, or retail													X	X		X																			
O - Office	Low intensity, small lot commercial office buildings													X	X																					
CC - Community Commercial	Medium intensity offices, businesses, or retail	GCV																					X													
VC - Village Commercial	Medium intensity mix of neighborhood-oriented offices, businesses, and retail	CE, LM, SUM																				X	S													
TC- Town Center*	Large commercial, community complexes that become a primary business center for Summerlin	SUM																				X														
EC - Employment Center	Office, light industry, business and support commercial services and higher density multi-family residential	SUM																				X														
NF - Neighborhood Focus	Low intensity, neighborhood-oriented retail, offices, services, and recreational amenities	SUM																				X														
NC - Neighborhood Commercial	Low intensity, neighborhood-oriented retail and services	LM																					X													
Industrial																																				
LI-R - Light Industrial and Research	Medium to low intensity industrial activities, light assembly, commercial, business parks													X	X		X	X		X	X															
Parks and Open Space																																				
PR-OS	Parks, recreational facilities, golf courses, open spaces, trails	All																				X														
COS	Public and semi-public parks, recreational facilities, golf courses, open spaces, trails, and civic spaces	SUM																				X														

COMMENTS RECEIVED

- September - October 2020: Comments accepted from general public, City departments, and community stakeholders
- Comments sorted into groups and are actively being integrated into the Master Plan
  - Comments of support
  - Corrections are required
  - Clarification needed
  - Advisory comments for consideration
- Review and action
  - Comments accepted
  - Clarifications or discussion
  - Resolution required
  - Comments dismissed

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43	RTC	1-17	To achieve a healthy Las Vegas, we must - typo in 2nd bullet	Red
44	HPC	1-18	Under 2019 Challenges consider adding "Neglect and demolition of cultural resources."	Blue
45	HPC	1-19	2nd column, second bullet, consider adding "work with community to understand key cultural and historic resources and diversify preservation efforts to tell all stories" and "ensure built environment reflects and honors all Las Vegas cultures"	Blue
46	RTC	1-21	Right column, Smart Vegas - Consider adding electric vehicle charging infrastructure and purchasing incentives to second bullet.	Blue
47	RTC	1-22	Quantifying change - typo in punctuation in first sentence	Red
48	SNWA	1-23	Delete chart titled "Water Consumption" that shows SNWA population and GPCD and the corresponding text, as it can be taken out of context without broader representation.	Red
49	SNWA	1-23	Current: "Even with increased conservation, Lake Mead's levels are expected to decrease, meaning SNWA will need	Red
50		1-23		

COMMENTS RECEIVED

2050 Master Plan: Draft Review

All comments submitted between 9.15.20 - 10.22.20

Comment Codes
Red = Correction required
Yellow = Requires further clarification or information before acceptance
Green = Comment in support, appears to comply with intent of plan.
Blue = Advisory for consideration; not cause for disapproval or non-acceptance

Action Codes
A - Accept/will comply
B - Clarify/Discuss
C - Disagree, Resolution Required
D - Dismiss Comment
N/A - Not Applicable

1 Filled out by reviewer during review period.
2 Filled out by CLV Planning upon receipt of comment.
3 CLV completes initial action code & detailed response.
5 Final code and action agreed upon in review meeting.
6 CLV completes disposition during review and may add additional detail.

Note: Minor comments and corrections do not need to be included; please note substanative comments only.

No	1 Comment Section				2 CLV Planning Response Section		4 CLV Resolution / Final Disposition		
	Agency	Chapter / Page	Comment / Correction	Comment Code	3 Action Code:	3 Response/Action	Final Disposition: 5 CLV Code	Final Disposition: 5 Action Code:	6 Additional Disposition Notes
7	General Public	2.17	We agree with the following statements in the draft plan on the need for more open space per capita in this area. We support preserving the land use designation for Badlands versus approving development, which would further decrease the open space per capita for the Angel Park Area.	Green	A	Comment is in support	Green	A	No further action required
8	HPC	2.2	Support fifth point under "Land Use" –"Preserve and reuse historic structures and sites."	Green	A	Comment is in support	Green	A	
9	HPC	2.24	"Mixed-Use Center" In the paragraph titled "Intent and Strategies" historic preservation should be an element of mix use, as it provides part of any areas "walkable character."	Blue	Pick One		Pick One	Pick One	
10	HPC	2.26	3. Corridor Mixed-Use, under the box "Tools" add the word "Historic" to "adaptive reuse."	Blue	Pick One		Pick One	Pick One	
11		2.31	Urban Boulevard	Yellow	Pick One		Pick One	Pick One	

IMPLEMENTATION

- Implementation of the Plan
  —Strategic Action Plans and departmental business plans that incorporate the priorities of the City Council, in addition to the recommended goals, key actions, and implementation strategies identified throughout the plan, and that align with the City's adopted budget.
  - Adoption of policies and amendments
  - Capital Improvements Projects
  - Community Partnerships
  - Recommended legislative changes
- Ensuring any future sub-plans, studies, inventories, strategies, surveys, and assessments largely conform, align, and are consistent with the 2050 Master Plan.

CHAPTER 4: SYSTEMS AND SERVICES			FIFTY BY '50
I. A	Complete Streets	Beginning in 2025, vehicle miles traveled (VMT) within the City is reduced 0.5% annually.	
I. A	Complete Streets	By 2050, the mode split for Drive Alone is 40%, 20% for transit, and 5% for Walking and Biking.	✓
I. A	Complete Streets	By 2050, the Jobs-Housing balance index is 1.25.	✓
I. A	Complete Streets	By 2050, the number of pedestrian, bicyclist, and vehicular fatalities caused by road crashes is zero.	✓
I. A	Complete Streets	By 2050, 100% of sidewalks are PROWAG compliant, 70% of crosswalks are marked and if on street parking is present, have bulb-outs.	
I. A	Complete Streets	Maintain a minimum "Silver" level Bicycle Friendly Community designation from the League of American Bicyclists.	
I. B	Transit	By 2050, the mode split is 20% for transit.	
I. B	Transit	75% of the region's residents are within a 1/2 mile of bus service, and 100% of the region will have access to some type of public transportation service by 2050.	✓
I. B	Transit	The number of dwelling units within ¼ mile of a public transit route increases over time.	
I. B	Transit	The number of dwelling units within ½ mile of a station of a high capacity transit route, transit center, park 'n' ride, or mobility hub increases over time.	
I. B	Transit	By 2050, x% of homes are within ½ mile of a public transit route or are served by a call 'n' ride or microtransit service areas.	
I. B	Transit	By 2050, the population density along high capacity transit routes is at least 30 dwelling units per acre for BRT routes and 40 dwelling units per acre for LRT routes.	✓

Sec.	Topic	Key Action	Prime Guiding Principle	Timing	Lead Dept.	Partner	Tool	Cost	Ease
CHAPTER 2: LAND USE AND ENVIRONMENT									
I.A	Land Use	Transform zoning regulations for corridors and nodes to encourage a greater mixture of uses and densities to support transit.	Livable	SHORT	PLAN	Dev	POL	$$	B
I.A	Land Use	Create subarea plans for each planning area	Livable	SHORT	PLAN	Public	POL	$$	B
I.A	Land Use	Prioritize catalytic redevelopment sites	Livable	SHORT	EUD	Dev	INC	$$	B
I.A	Land Use	Require new subdivisions to be built with greater emphasis on traditional neighborhood design principles.	Livable	SHORT	PLAN	Dev	POL	$$	C
I.A	Land Use	Incentivize new development types by streamlining the development review process.	Livable	SHORT	PLAN	Dev	INC	$$	C

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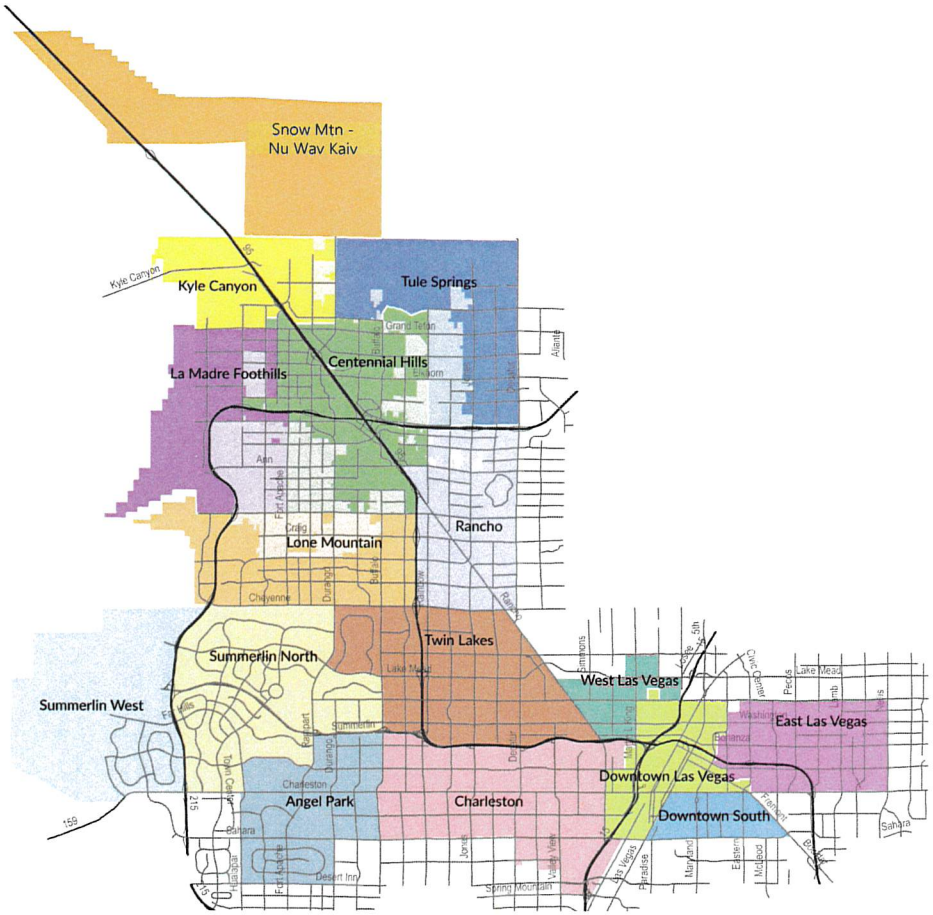
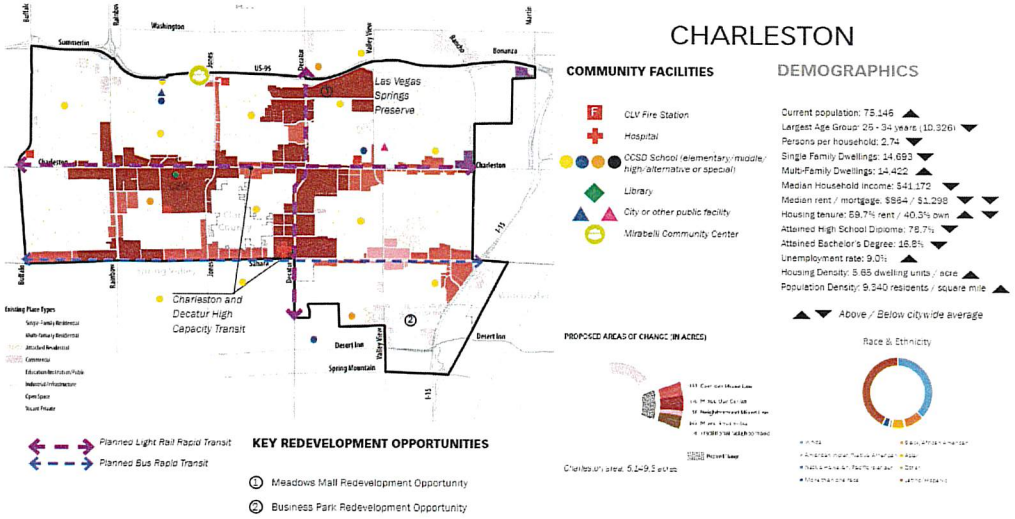
IMPLEMENTATION

- Areas of the City
  - —16 unique areas comprised of neighborhoods that can build identity and a sense of place.
  - —Each area includes a thorough analysis of existing conditions and proposed future improvements
  - —Future area plans will provide specific recommendations from members of the community on projects, improvements, and changes.



IMPLEMENTATION

- Report and evaluation of plan implementation
  - —Online Master Plan Dashboard
  - —Assess the Fifty by '50: Outcomes of the Plan achieved by implementing key actions
  - —Review of Strategic Action Plans
  - —Progress on implementation strategies
  - —Reports to PC and CC



NEXT STEPS

- Ongoing and upcoming work:
  - —Continue development of Parks System Plan
  - —Conforming zoning for new placetypes / future land uses and infill ordinance
  - —Maryland Pkwy TOD plan
  - —Charleston, East Las Vegas community area plans





NEXT STEPS

- Conformance review with Southern Nevada Strong / SNRPC
- Endorse and certify the City of Las Vegas 2050 Master Plan for the City for its policies
  —Resolution for consideration by Las Vegas City Council
- Begin Two-Year Action plan cycle – FY 22 budget and CIP
- 2021: Adoption of General Plan Amendments that largely conform with 2050 General Plan Map



AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
91

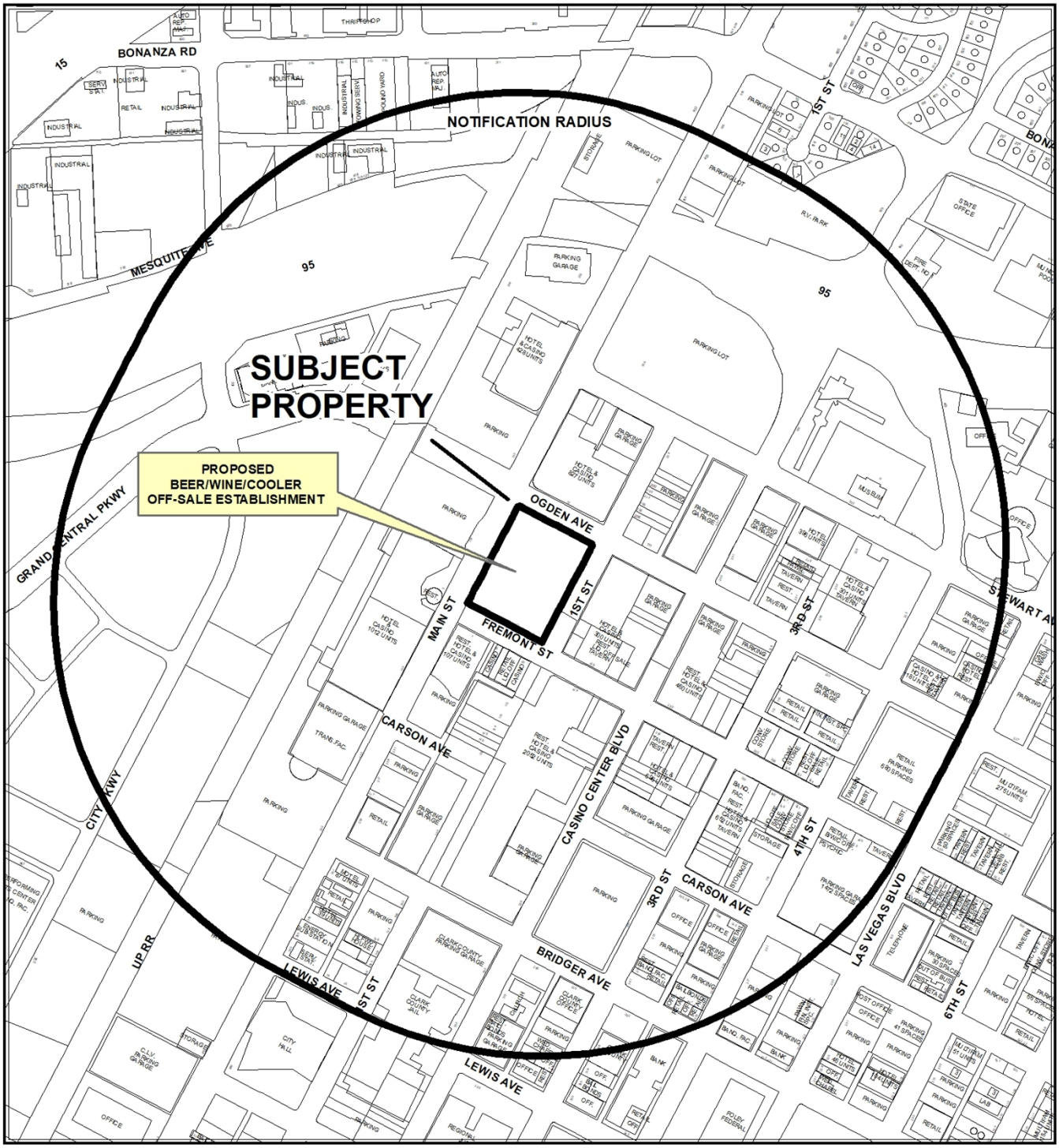
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0277 - PUBLIC HEARING - APPLICANT/OWNER: 18 FREMONT STREET ACQUISITIONS - For possible action on the following Land Use Entitlement project requests at 8 Fremont Street (APN 139-34-113-001), C-2 (General Commercial) Zone, Ward 5 (Crear). The Planning Commission (5-0-1 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (5-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Special Map for 20-0277-SUP1
3. Special Map for 20-0277-SUP2
4. Conditions and Staff Report
5. Supporting Documentation
6. Justification Letter
7. Protest Postcard – 20-0277-SUP1 and 20-0277-SUP2
8. Backup Submitted for the November 10, 2020 Planning Commission Meeting



0 412.5 825

Feet

CASE: **20-0277**

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



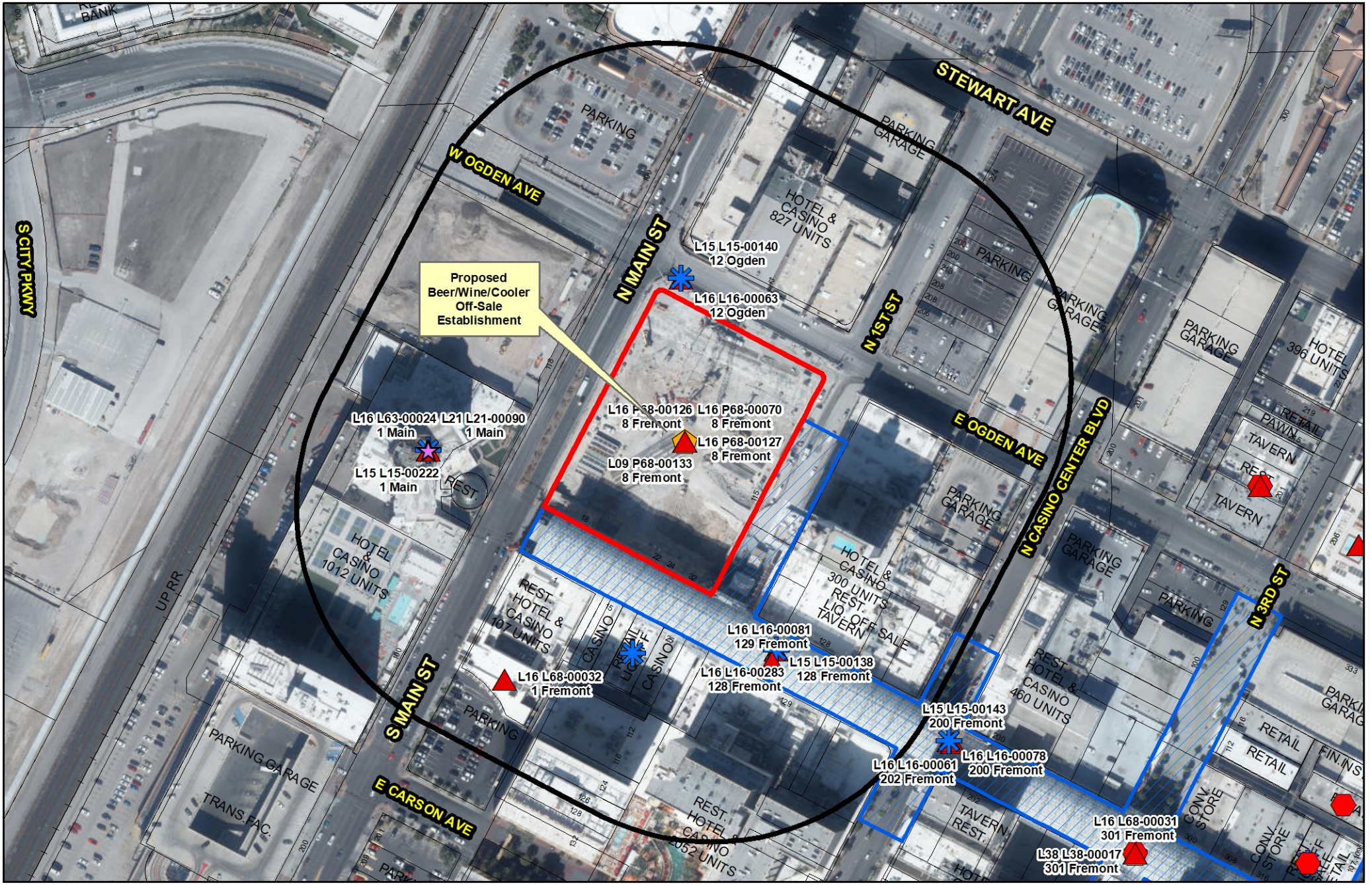
0 412.5 825 Feet

CASE: 20-0277

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



20-0277-SUP1

Beer/Wine/Cooler Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Restaurant With Alcohol/ Restaurant Service Bar
- Package Liquor Off-Sale
- Urban Lounge
- Tavern - Limited
- Tavern

Protected Uses

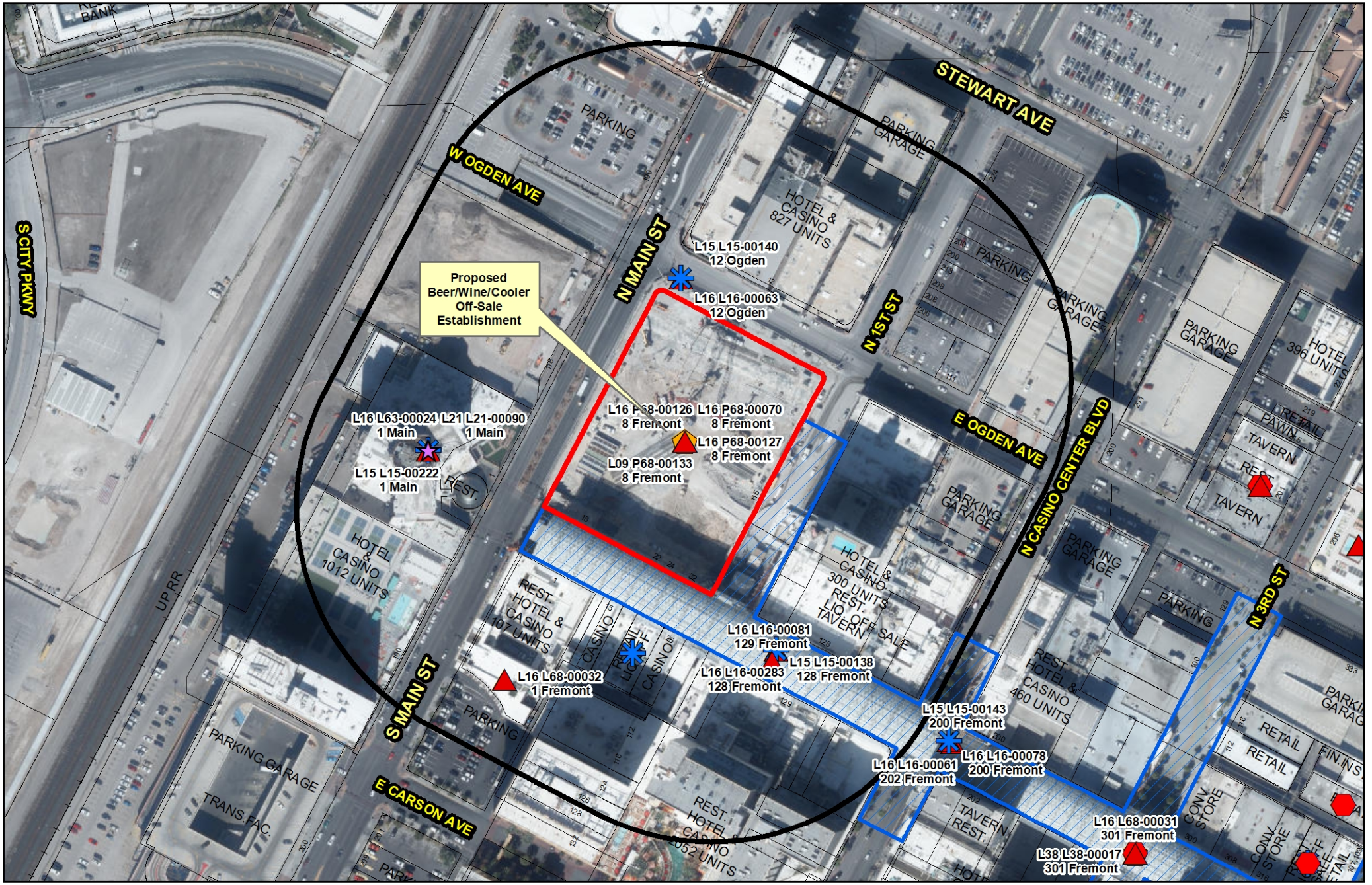
- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

- Subject Property
- 400 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, October 20, 2020



20-0277-SUP2

Beer/Wine/Cooler Off-Sale

Business Licenses

- Beer/Wine/Cooler On-Sale
- Beer/Wine/Cooler Off-Sale
- Beer/Wine/Cooler On- and Off-Sale
- Restaurant With Alcohol/ Restaurant Service Bar
- Package Liquor Off-Sale
- Urban Lounge
- Tavern - Limited
- Tavern

Protected Uses

- RELIGIOUS
- CITY PARKS
- SCHOOLS
- Child Care/ Children Facility
- Private Schools

- Subject Property
- 400 foot buffer

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, October 21, 2020

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: DECEMBER 16, 2020
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: 18 FREMONT STREET ACQUISITIONS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
20-0277-SUP1	Staff recommends APPROVAL, subject to conditions:	
20-0277-SUP2	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 28

NOTICES MAILED 229 (By City Clerk)

PROTESTS 1

APPROVALS 0

FS

**** CONDITIONS ****

20-0277-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler Off-Sale Establishment use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. A Waiver from Title 19.12 is hereby approved, to allow Beer/Wine/Cooler Off-Sale Establishment use on or adjacent to the Pedestrian Mall, as defined in LVMC Chapter 11.68.

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. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

8. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

20-0277-SUP2 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Beer/Wine/Cooler Off-Sale Establishment use.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. A Waiver from Title 19.12 is hereby approved, to allow Beer/Wine/Cooler Off-Sale Establishment use on or adjacent to the Pedestrian Mall, as defined in LVMC Chapter 11.68,

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. Approval of this Special Use Permit does not constitute approval of a liquor license.

7. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

** STAFF REPORT **

PROJECT DESCRIPTION

The request is for two Beer/Wine/Cooler Off-Sale Establishments within a hotel/casino located at the southeast corner of Main Street and Ogden Avenue.

ISSUES

- The proposed use will occupy a maximum of 50 square feet within two separate leased gift shops inside a hotel/casino.
- Title 19.12 prohibits Beer/Wine/Cooler Off-Sale Establishments within locations that are adjacent to the Pedestrian Mall as defined by Title 11.68. A waiver has been requested to provide relief from this requirement. Staff recommends approval of the waiver request.
- Special Use Permits have been requested to allow two Beer/Wine/Cooler Off-Sale Establishments within two leased gift shops inside of a hotel/casino. Staff recommends approval of the request.

ANALYSIS

The request is for a Beer/Wine/Cooler Off-Sale Establishment use for two separate leased gift shops within a hotel/casino located at the southeast corner of Main Street and Ogden Avenue. It is expected that no more than 50 square feet of floor area within each gift shop will be devoted to the proposed use. The hotel/casino is also located adjacent to the Pedestrian Mall (Fremont Street Experience). Title 19.12 prohibits the Beer/Wine/Cooler Off-Sale use within establishments adjacent to the Pedestrian Mall, and a waiver has been requested to provide relief from this requirement.

The Beer/Wine/Cooler Off-Sale Establishment use requires a Special Use Permit within the C-2 (General Commercial) zoning district. The Beer/Wine/Cooler Off-Sale Establishment use is defined as “An establishment whose license to sell alcoholic beverages is limited to the sale of beer, wine and coolers to consumers only and not for resale, in original sealed or corked containers, for consumption off the premises where business is conducted, and is operated in connection with a grocery store, drugstore, convenience store, restaurant, general retail store or ancillary brew pub (as the last is referenced in LVMC 6.50.085).” The proposed use meets the definition Beer/Wine/Cooler Off-Sale Establishment use.

The Minimum Special Use Permit Requirements for this use includes:

1. Except as otherwise provided, no beer/wine/cooler off-sale establishment (hereinafter "establishment") shall be located within 400 feet of any church/house of worship, school, individual care center licensed for more than 12 children, or City park

   Distance separation requirements are not applicable to this site.

2. When considering a Special Use Permit application for an establishment which also requires a waiver of the distance separation requirement in Requirement 1, the Planning Commission shall take into consideration the distance policy and shall, as part of its recommendation to the City Council, state whether the distance separation requirement should be waived and the reasons in support of the decision

   Distance separation requirements are not applicable to this site.

3. The minimum distance separation requirements in Requirement 1 do not apply to
   a. An establishment which has a non-restricted gaming license in connection with a hotel having 200 or more guest rooms on or before July 1, 1992 or in connection with a resort hotel having in excess of 200 guest rooms after July 1, 1992; or
   b. A proposed establishment having more than 50,000 square feet of retail floor space.

   The proposed beer/wine/cooler off-sale uses are to be conducted within two gift shops located within an establishment with a non-restricted gaming license in conjunction with a hotel having 200 or more guest rooms.

4. All businesses which sell alcoholic beverages shall conform to the provisions of LVMC Chapter 6.50.

   The establishments shall conform to the provisions of LVMC Chapter 6.50.

5. The minimum distance separation requirements set forth in Requirement 1, which are otherwise nonwaivable under the provisions of LVMC 19.12.050(C), may be waived:

In accordance with the provisions of LVMC 19.12.050(C) for any establishment which is proposed to be located on a parcel within the Downtown Casino Overlay District;

a. In accordance with the applicable provisions of the "Town Center Development Standards Manual" for any establishment which is proposed to be located within the T-C (Town Center) Zoning District and which is designated MS- TC (Main Street Mixed Use) in the Town Center Land Use Plan;
b. In connection with a proposed establishment having between 15,000 square feet and 50,000 square feet of retail floor space, if no more than 10 percent of the retail floor space is regularly devoted to the display or merchandising of alcoholic beverages; or
c. In connection with a retail establishment having less than 15,000 square feet of retail floor space, if the area to be used for the sale, display or merchandising of alcoholic beverages and each use to be protected are separated by a highway or a right of way with a width of at least 100 feet.

Distance separation requirements are not applicable to this site.

6. No beer/wine/cooler off-sale establishment shall be permitted on or adjacent to the Pedestrian Mall, as defined in LVMC Chapter 11.68.

   A waiver has been requested to allow the proposed use within two gift shops inside of an establishment adjacent to the Pedestrian Mall.

It is expected that the gift shops will be offering a limited selection of beer, wine and coolers on a 24-hour basis within the hotel/casino. Throughout the downtown casino core, it is generally customary for hotel/casino gift shops to offer beer and wine for sale to visitors and guests. The proposed use is appropriate for a gift shop within a hotel/casino, and staff recommends approval of both Special Use Permit requests and associated waivers.

FINDINGS (20-0277-SUP1 and 20-0277-SUP2)

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.**

   With approval of the requested waiver, the proposed use can be conducted within both gift shops 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.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The subject site is physically suitable for the type and intensity of land use proposed.

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 street facilities providing access to the property 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.**

   With approval of the requested waivers, the approval of the Special Use Permits will not be inconsistent or compromise the public health, safety, and the welfare or the overall objectives of the General Plan.

5. **The use meets all of the applicable conditions per Title 19.12.**

   With approval of the requested waiver, the use in both interior locations meets all other applicable conditions per Title 19.12

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/18/18	The City Council approved a Site Development Plan Review (SDR-73004) for a 1,224,485 square-foot Hotel Casino. Staff and the Planning Commission had recommended approval on 06/12/18.
11/10/20	The Planning Commission voted (5-0-1) to recommend APPROVAL on Land Use Entitlement project requests at 8 Fremont Street (APN 139-34-113-001), C-2 (General Commercial) Zone, Ward 5 (Crear). • **20-0277-SUP1** - FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE NOT TO EXCEED 50 SQUARE FEET ON THE FIRST FLOOR WITHIN AN EXISTING RESORT HOTEL LEASED GIFT SHOP, WITH A WAIVER TO ALLOW SUCH AN ESTABLISHMENT ADJACENT TO THE PEDESTRIAN MALL, AS DEFINED BY TITLE 11.68, WHERE SUCH IS NOT PERMITTED. • **20-0277-SUP2** - FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE NOT TO EXCEED 50 SQUARE FEET ON THE SECOND FLOOR WITHIN AN EXISTING RESORT HOTEL LEASED GIFT SHOP, WITH A WAIVER TO ALLOW SUCH AN ESTABLISHMENT ADJACENT TO THE PEDESTRIAN MALL, AS DEFINED BY TITLE 11.68, WHERE SUCH IS NOT PERMITTED.

Most Recent Change of Ownership	
06/28/16	A deed was recorded for a change in ownership for APN 139-34-113-001.

Pre-Application Meeting
The pre-application meeting was waived for these applications.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
10/20/20	The site is developed with a hotel/casino.

Details of Application Request
Net Site Area
2.80 acres

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Hotel & Casio	C (Commercial)	C-2 (General Commercial)
North	Hotel & Casino	C (Commercial)	C-2 (General Commercial)
	Parking Facility		
South	Pedestrian Mall	ROW (Right-of-Way)	C-2 (General Commercial)
	Hotel & Casino	C (Commercial)	M (Industrial)
East	Hotel & Casino	C (Commercial)	C-2 (General Commercial)
West	Parking Garage	C (Commercial)	C-2 (General Commercial)

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Masterplan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 200 Feet	Y*
DC-O (Downtown Casino Overlay) District	Y
DDRC (Downtown Design Review Committee)	Y
LW-O (Live/Work Overlay) District	Y

Other Plans or Special Requirements	***Compliance***
Appendix F, Interim Downtown Las Vegas Development Standards	Y
Trails	N/A
Las Vegas Redevelopment Plan Area – Downtown Redevelopment Area	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

**Special Use Permit to allow the proposed development to exceed the 200-foot height limitation was approved on 07/18/18.*

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	20-0277
Meeting Date	10/21/2020
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) SUP-Beer/Wine/Cooler Off-sale

Project Address (Location) 8 Fremont Street/Las Vegas, NV 89101

Project Name Circa **Proposed Use** _____

Assessor's Parcel #(s) 139-34-113-001 **Ward #** 5-Crear

General Plan: Existing _____ Proposed _____ **Zoning:** Existing _____ Proposed _____

Additional Information _____

Property Owner 18 Fremont Street Acquisitions, LLC Contact Susan Hitch

Address 1 Fremont Street City Las Vegas State NV Zip 89101

E-mail susan.hitch@goldengatecasino.com Phone 702-777-6912

Applicant same as above Contact _____

Address _____ City _____ State _____ Zip _____

E-mail _____ Phone _____

Representative Todd Kessler Contact _____

Address PO Box 1570 City Las Vegas State NV Zip 89125

E-mail todd@rgglv.com Phone 702-296-2600

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 Derek J. Stevens

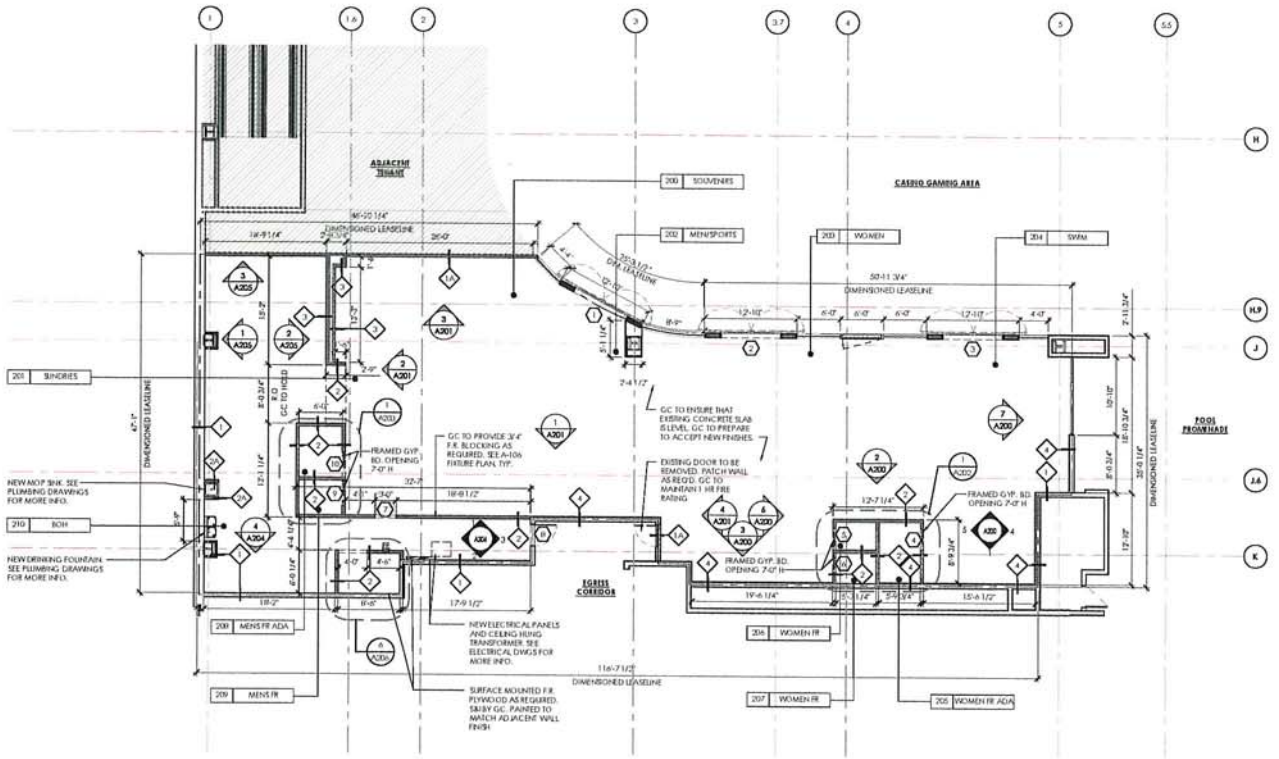
Subscribed and sworn before me

This 21st day of October, 20 20

Clark, Nevada

Notary Public in and for said County and State

YIVIANI E. ARB
Notary Public-State of Nevada
APPT. NO. 08-102362-1
My Appt. Expires 03-16-2021



GLAZING NOTE:

1. GC TO SUBMIT GLAZING SHOP DRAWINGS FOR ARCHITECTURAL REVIEW AND APPROVAL.

LAND LORD NOTE:

1. GC RESPONSIBLE FOR FIRE STOPPING ALL PENETRATIONS AT FIRE RATED PARTITIONS UNDER TENANT'S SCOPE OF WORK.
2. IF IT/DATA ROOMS ARE LOCATED IN THE VICINITY OF THE PLUMBING RUN, DRIP PANS MUST BE INSTALLED BELOW THE PLUMBING WORK.
3. PATCH AND MATCH ALL FINISH AND CEILING ASSEMBLIES WITHIN PUBLIC CORRIDOR TO MATCH BUILDING STANDARD/EXISTING CORRIDOR FINISHES. COORDINATE WITH BUILDING MANAGEMENT.

N

NEW WORK PLAN 1

1/8" = 1'-0"

1. SEE FIXTURE PLAN AND FIXTURE DETAILS FOR FIXTURE LAYOUT AND ADDITIONAL INFORMATION.
2. SEE REFLECTED CEILING PLAN FOR SOFFIT AND LIGHTING INFORMATION.
3. NOTIFY ARCHITECT IMMEDIATELY OF ANY INCONSISTENCIES OR DISCREPANCIES WITH PLANS RELATING TO EXISTING FIELD CONDITIONS.
4. WRITTEN DIMENSIONS SHALL PRECEDENCE OVER SCALE ON THE CONSTRUCTION DOCS. DO NOT SCALE DRAWINGS.
5. DIMENSIONS ARE FROM THE FACE OF FINISHED WALL (GWB) TO FACE OF FINISHED WALL (GWB) UNLESS OTHERWISE NOTED ON PLANS.
6. ALL MANUFACTURED ARTICLES, MATERIALS AND EQUIPMENT SHALL BE APPLIED, INSTALLED, CONNECTED, ERECTED, USED, CLEANED AND CONDITIONED IN ACCORDANCE WITH THE MANUFACTURER'S WRITTEN SPECIFICATIONS OR INSTRUCTIONS.
7. ALL WORK SHALL BE EXECUTED IN A MANNER ACCEPTABLE TO THE OWNER.
8. ALL WOOD MEMBERS ARE REQUIRED BY CODE TO BE FIRE-RETARDANT TREATED. PROVIDE PRESSURE IMPREGNATION WITH FIRE RETARDANT CHEMICALS TO PROVIDE UL FIRE HAZARD CLASSIFICATION. ALL SUCH WOOD SHALL BE IDENTIFIED WITH A UL LABEL, CERTIFYING THIS CLASSIFICATION AND FM DIAMOND.
9. APPROVED FIRE EXTINGUISHERS SHALL BE INSTALLED AS REQUIRED BY LOCAL AUTHORITY.
10. ALL PENETRATIONS OF FIRE RESISTIVE FLOOR OR SHAFT WALLS SHALL BE PROTECTED BY MATERIALS AND INSTALLATION DETAILS THAT CONFORM TO UL STANDARDS FOR THROUGH PENETRATION FIRESTOP SYSTEMS. THE CONTRACTOR SHALL SUBMIT SHOP DRAWING (S) TO ARCHITECT WHICH SHOW COMPLETE CONFORMANCE TO THE UL LISTING. SUCH DRAWINGS SHALL BE AVAILABLE TO ANY CITY INSPECTOR. THE DRAWINGS SHALL BE SPECIFIC FOR EACH PENETRATION WITH ALL VARIABLES DEFINED.
11. THE CONTRACTOR IS TO REPLACE ANY FIREPROOFING REMOVED FROM THE BUILDING STRUCTURE DURING DEMOLITION/CONSTRUCTION.
12. ACCESS PANELS IN WALL FOR PLUMBING, MECHANICAL OR ELECTRICAL ACCESS TO BE FLUSH FRAMELESS GYP. BD. PANELS.
13. PROVIDE DIAGONAL BRACING TO STRUCTURE ABOVE ALL DOORS, GLAZING HEADS AND JAMBS AS REQUIRED TO MAKE ASSEMBLY RIGID.
14. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING INTEGRITY OF RATED PARTITIONS & STRUCTURE PARTICULARLY WHERE PENETRATED BY VARIOUS TRADES AND SERVICES.
15. THE GENERAL CONTRACTOR IS RESPONSIBLE FOR THE FINAL CLEAN-UP OF THE ENTIRE PREMISES INCLUDING BUT NOT LIMITED TO FLOORS, MILLWORK, FIXTURES, ETC. FOLLOWING THE INSTALLATION OF THE MILLWORK.
16. G.C. SHALL SUPPLY & INSTALL PROPER AND ADEQUATE WOOD BLOCKING TO SUPPORT ALL OWNER SUPPLIED AND INSTALLED ITEMS FOR FIRM AND SECURE INSTALLATION ON WALLS, COLUMNS, ETC. GC SHALL COORDINATE WITH MWC FOR REQUIRED LOCATIONS AND ADEQUACY OF BLOCKING REQUIREMENTS AND PROVIDE ALL SUCH BLOCKING PRIOR TO CLOSING UP ANY AND ALL WALLS, COLUMNS, ETC. IF REQUIRED BY CODE AND LOCAL BUILDING OFFICIAL, SUCH BLOCKING SHALL BE FIRE RETARDANT TREATED TO MEET SUCH REQUIREMENT.
17. IT IS THE ARCHITECT'S RESPONSIBILITY TO INCORPORATE ALL APPLICABLE LANDLORD DESIGN AND CONSTRUCTION CRITERIA PER THE LEASE AND DESIGN MANUAL INTO THE PLANS. THIS CRITERIA WILL BE ENFORCED ON THE JOB WITHOUT EXCEPTION.
18. DEMISING PARTITIONS MUST BE FIRECODE "X" SHEETROCK, TAPED AND SEALED AIRTIGHT TO DECK ABOVE.
19. SUSPENSION OF ANY LOAD FROM THE BAR JOISTS WILL REQUIRE LANDLORD'S FIELD APPROVAL. NOTHING MAY BE ATTACHED TO THE OVERHEAD METAL DECKING.
20. GC TO MAINTAIN A VIABLE AUTOMATIC SPRINKLER SYSTEM DURING CONSTRUCTION. GC TO COORDINATE DESIGN, PLAN CHECK AND MODIFICATION OF EXISTING FIRE SPRINKLER SYSTEM WITH LANDLORD'S DESIGNATED FIRE SPRINKLER CONTRACTOR. ALL OF TENANT'S FIRE ALARM & FIRE PROTECTION SYSTEM WILL BE DESIGNED AND INSTALLED BY LANDLORD'S FIRE PROTECTION CONTRACTOR. TENANT'S G.C. IS REQUIRED TO USE L.L.'S CONTRACTORS AT TENANT G.C.'S EXPENSE. G.C. TO COORDINATE WITH MALL OPERATIONS DIRECTOR. ALL SPRINKLER SHOP DRAWINGS AND PERMITS SHALL BE PROVIDED BY G.C. SHOP DRAWINGS WILL BE SUBMITTED FOR ALL FIRE PROTECTION SYSTEMS. SHOP DRAWINGS MUST BE SUBMITTED TO LL REVIEW AND APPROVAL.
21. ALL PENETRATIONS THROUGH ANY CONCRETE FLOOR SLABS MUST BE COORDINATED WITH CENTER MANAGEMENT. CORE DRILLING ONLY UP TO 2" IS PERMITTED WITH PRIOR APPROVAL. 4 BAYS OF THE AREA OF THE PROPOSED FLOOR OPENING MUST BE TAKEN BEFORE CENTER MANAGEMENT APPROVAL. A QUALIFIED X-RAY CONTRACTOR HIRED AT THE G.C.'S EXPENSE SHALL PERFORM ALL X-RAYS. MANAGEMENT OFFICE APPROVAL SHALL NOT RELIEVE CONTRACTOR FROM RESPONSIBILITY FOR DAMAGE TO PROPERTY AND/OR TENANTS PROPERTY DUE TO PENETRATION OR SAW CUTTING OF THE FLOOR SLAB. CONTRACTOR SHALL COORDINATE WITH THE MANAGEMENT OFFICE WHEN ANY CORE BORING OR SAW CUTTING OF THE FLOOR SLAB IS ATTEMPTED AND PROVIDE A WATCHMAN IN THAT SPECIFIC AREA BELOW THE TENANT SPACE, WHERE CORE BORING WILL OCCUR FOR THE DURATION OF SUCH WORK. ALL FLOOR PENETRATIONS MUST BE SLEEVED AND SEALED LIQUID TIGHT.
22. GC TO CONFIRM SUITABILITY OF ALL WALLS TO RECEIVE PAINT AND/OR WALL COVERING IN A FIRST CLASS MANNER. GC TO CONTACT ARCHITECT/OWNER IF WALL(S) ARE NOT ACCEPTABLE TO RECEIVE FINISHES SPECIFIED. POOR INSTALLATION OVER UNSUITABLE SURFACES ARE THE CONTRACTOR'S RESPONSIBILITY.
23. GC TO NOTIFY ARCHITECT IMMEDIATELY AS TO SIZE AND LOCATION OF ANY EXISTING EXPANSION JOINT LOCATED IN DEMISING WALL, FLOOR, OR CEILING CONSTRUCTION.

CONSTRUCTION NOTES 3

NTS

WORK POINT / CONTROL POINT / DATUM POINT
ROOM NAME — ROOM TAG
1 / A100 — SEE INTERIOR ELEVATIONS
A / A100 — SEE SECTION CUTS AND DETAILS
A / A100 / A3X3 — SEE INTERIOR ELEVATIONS
X / DTL # / SHT # — SEE DETAIL
NEW DOOR
— DOOR TAG, SEE DOOR SCHEDULE
— PARTITION TAG SEE PARTITION TYPES
A / 1 — COLUMN GRID LINES
℄ CENTERLINE
EXISTING PARTITION TO REMAIN (FIELD VERIFY EXACT LOCATION)
NEW PARTITION REFER TO PARTITION TAGS
MILLWORK BLOCKING (FULL HEIGHT PER ELEVATIONS; FIRE RETARDANT TREATED 3/4" THICK PLYWOOD SHEATHING, INSTALLED BEHIND NEW GYP. BD. AND BETWEEN STUDS)

SYMBOL LEGEND 2

NTS

kennethpark

Architecture
Urban Planning
Store Design
Mixed-Use
Retail Development

msa ENGINEERING CONSULTANTS

ARCHITECT: KENNETH PARK, AIA
I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED/LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF NEVADA.
ARCHITECTURAL REG. #: 3295
REGISTRATION EXPIRES: 12/31/20

	07/10/20	DESIGN REVISION/BULLETIN #1
	07/02/20	DESIGN CHANGES/CLIENT COMMENTS
	06/24/20	DESIGN CHANGES/CLIENT COMMENTS
	06/16/20	REVISED PER CLIENT COMMENTS
1	05/20/20	REVISED PER DOB COMMENTS
	12/19/19	ISSUED FOR PERMIT/ LL REVIEW
	11/20/19	ISSUED FOR CLIENT APPROVAL
1	DATE	REVISIONS

KEY PLAN:



CIRCA STORE LEVEL 2

Circa RESORT & CASINO

CIRCA RESORT + CASINO
LEVEL 2 RETAIL #C210
& FREMONT STREET,
LAS VEGAS, NV 89101

GROSS AREA:	4,575 SF
NET AREA:	4,321 SF

SHEET TITLE:

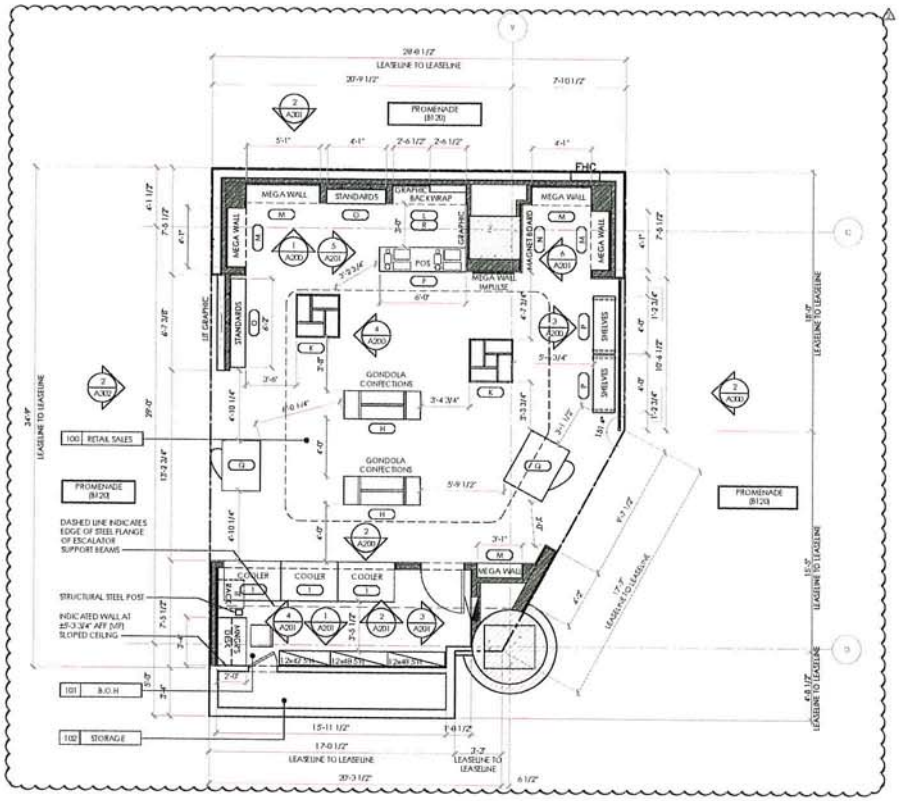
NEW WORK PLAN

PROJECT NO.	19-32008
SCALE:	AS NOTED
DATE:	11.08.19
DRAWN BY:	MCP
REVIEWED BY:	KP/CF/MCP

SHEET NO.: A-100

20-0277
10/21/2020

City Council Page 1497



FIXTURE PLAN 1

1/4" = 1'-0

TAG NO.	QTY.	DESCRIPTION	MANUFACTURER	RESPONSIBILITY
I	3	REFRIGERATED SELF-SERVICE CASE #CO478	OASIS	FURNISHED BY OWNER AND INSTALLED BY G.C.

EQUIPMENT SCHEDULE 4

NTS

TAG NO.	QTY.	DESCRIPTION	RESPONSIBILITY
A	-		
B	-		
C	-		
D	-		
E	-		
F	1	CASEWORK - CASHWRAP ADA COUNTER - 2'-10" H	FURNISHED BY FIXT. MANUF. AND INSTALLED BY G.C.
G	-		
H	2	CASEWORK - DISPLAY - FIXTURE #71 H-GONDOLA 24" AND 36" PANELS	FURNISHED BY FIXT. MANUF. AND INSTALLED BY G.C.
I	-		
J	-		
K	2	CASEWORK - DISPLAY - FIXTURE #71 H-PINWHEEL 36"X36"	FURNISHED BY FIXT. MANUF. AND INSTALLED BY G.C.

TAG NO.	QTY.	DESCRIPTION	RESPONSIBILITY
L	1	CASEWORK - BACKWRAP ADA COUNTER - 2'-10" H	FURNISHED BY FIXT. MANUF. AND INSTALLED BY G.C.
M	5	MEGAWALL	FURNISHED BY FIXT. MANUF. AND INSTALLED BY G.C.
N	1	MAGNETIC PANEL	FURNISHED BY FIXT. MANUF. AND INSTALLED BY G.C.
O	5 STUDS	GARCY STANDARDS, ADJUSTABLE SHELVES	FURNISHED BY FIXT. MANUF. AND INSTALLED BY G.C.
P	2	TEMP. GLASS FLEXIBLE SHELVES W/ ROD	FURNISHED BY FIXT. MANUF. AND INSTALLED BY G.C.
Q	2 SETS	NESTING TABLES	FURNISHED BY FIXT. MANUF. AND INSTALLED BY G.C.
R	1	CIGARETTE & CIGAR HUMIDOR FIXTURE	FURNISHED BY FIXT. MANUF. AND INSTALLED BY G.C.

FIXTURE SCHEDULE 3

NTS

1. THE MINIMUM CLEAR AISLE WIDTH SHALL NOT BE LESS THAN 36".
2. THE MINIMUM CLEAR WIDTH FOR AN AISLE ACCESSWAY NOT REQUIRED TO BE ACCESSIBLE SHALL NOT BE LESS THAN 30".
3. FIRE EXTINGUISHER - TRAVEL DISTANCE TO AN EXTINGUISHER SHALL NOT EXCEED 75 FEET. ALL EXTINGUISHERS SHALL BE CONSPICUOUSLY LOCATED AND READILY ACCESSIBLE. THE TOP OF THE EXTINGUISHER SHALL NOT BE MORE THAN 5'-0" A.F.F. & BOTTOM OF EXTINGUISHER SHALL NOT BE LESS THAN 4" A.F.F. ALL EXTINGUISHERS TO BE INSTALLED IN ACCORDANCE WITH CLASSIFICATION, RATING, AND DISTRIBUTION REQUIREMENTS OF NFPA 10 (NFPA I 13.6.6A).

FIXTURE PLAN GENERAL NOTES

NTS

kennethpark
Architecture
Urban Planning
Store Design
Mixed-Use
Retail Development
811 Colo Ave
Los Angeles, CA 90038
kennethpark.com

MEP Consultant
msa
ENGINEERING CONSULTANTS

ARCHITECT: KENNETH PARK, AIA
I HEREBY CERTIFY THAT THIS DRAWING WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED/LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF NEVADA
ARCHITECTURAL REG. #: 3295
REGISTRATION EXPIRES: 12/31/2020

1	03/17/20	DESIGN REVISION / BULLETIN #1
2	08/21/20	BUILDING PLAN CHECK COMMENTS
	12/18/19	ISSUED FOR PERMIT/ LL REVIEW SET
	11/25/19	PERMIT CHECK SET
	11/22/19	95% SUBMITTAL SET
	09/13/19	30% SUBMITTAL SET
△	DATE	REVISIONS

KEY PLAN:



fuel

CIRCA RESORT & CASINO
8 FREMONT ST, #8118
LAS VEGAS, NV 89101

AREA: 974 SF

SHEET TITLE:

FIXTURE PLAN

PROJECT NO.	19-32007
SCALE:	AS NOTED
DATE:	04/03/20
DRAWN BY:	MP/AD
REVIEWED BY:	KP
SHEET NO.	A103

20-0277
08/21/2020

Todd Kessler

October 20, 2020

Robert Summerfield
City of Las Vegas
Planning & Development
333 N. Rancho Dr.
Las Vegas, NV 89106

Re: JUSTIFICATION LETTER FOR A SUP-APN 139-34-113-001;

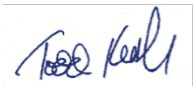
Dear. Mr. Summerfield:

Please accept this as our official justification letter for a SUP application for Beer, Wine, Cooler Off-Sale establishment pursuant to a Leased Gift Shop at a Resort Hotel at 18 Fremont Street (Ward 5) zoned C-2 (General Commercial).

The Gift Shops at Circa will operate 24 hours a day and will be offering a limited offering of beer, wine and coolers, as do all gift shops in Resort Hotels and is a necessary amenity for guests. .

If you have any questions and/or concerns, please do not hesitate to contact me.

Sincerely,



Todd Kessler

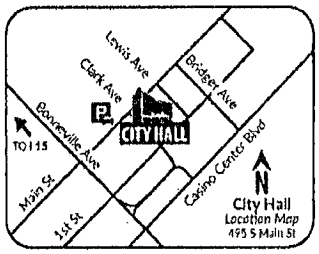
20-0277
10/21/2020

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
2020 DEC -7 A 7:20

Return Service Requested
Official Notice of Public Hearing



If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0277 and 20-0277-SUP1 and 20-0277-SUP2
City Council Meeting of **12/16/2020**

20-0277
13934510026
THREE TWENTY TWO L L C
5151 PROCYON ST # 108
LAS VEGAS NV 89118-1713

115 JRDFNP1 89118

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

1/1
11-02-2020
05:13:05 p.m.

City of Las Vegas
Department of Planning
Development Services Center
333 North Rancho Drive, 3rd Floor
Las Vegas, Nevada 89106

PRSRT
FIRST CLASS MAIL
U.S. Postage
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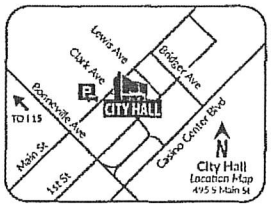
Return Service Requested
Official Notice of Public Hearing



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.
20-0277 and 20-0277-SUP1 and 20-0277-SUP2
Planning Commission Meeting of **11/10/2020**

RECEIVED
NOV 10 2020
Dept of Planning
City of Las Vegas

20-0277
13934510026
THREE TWENTY TWO L L C
5151 PROCYON ST # 108
LAS VEGAS NV 89118-1713

115 HRDFMP1 89118

Submitted after final agenda 28 P (a-b)

7027369473

Ashley Foster

From: Todd Kessler <Todd@rgglv.com>
Sent: Tuesday, November 10, 2020 3:42 PM
To: Meeting Comments
Cc: trinityhs@yahoo.com
Subject: Item 28 on Planning Commission on October 10, 2020

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign-in with your City of Las Vegas account credentials.

Dear Commissioners,

Please accept this email on behalf of the Applicant on Items 28a and 28b.

Unfortunately, I am unable to attend tonight and wanted to ask you to approve this item subject to staffs conditions.

This SUP is to obtain a beer/wine/cooler off sale license for the 2 gift shops at the new and beautiful Circa Resort & Casino.

Since the gift shops are leased to a third party, Marshall Retail Group, we are required to obtain the necessary SUP.

The gift shops provide much needed amenities and beverages for our hotel guests.

Again, I ask for approval subject to staff conditions.

Sincerely,

Todd Kessler

Sent from my iPhone

Submitted at Planning Commission
Date 11/10/20 Item
E-Comment Item 28

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
91a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0277-SUP1 - FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE NOT TO EXCEED 50 SQUARE FEET ON THE FIRST FLOOR WITHIN AN EXISTING RESORT HOTEL LEASED GIFT SHOP, WITH A WAIVER TO ALLOW SUCH AN ESTABLISHMENT ADJACENT TO THE PEDESTRIAN MALL, AS DEFINED BY TITLE 11.68, WHERE SUCH IS NOT PERMITTED.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (5-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
91b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Robert Summerfield

SUBJECT:
20-0277-SUP2 - FOR A BEER/WINE/COOLER OFF-SALE ESTABLISHMENT USE NOT TO EXCEED 50 SQUARE FEET ON THE SECOND FLOOR WITHIN AN EXISTING RESORT HOTEL LEASED GIFT SHOP, WITH A WAIVER TO ALLOW SUCH AN ESTABLISHMENT ADJACENT TO THE PEDESTRIAN MALL, AS DEFINED BY TITLE 11.68, WHERE SUCH IS NOT PERMITTED

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (5-0-1 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
92

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
REPORTS AND PRESENTATIONS:

Report from Jorge Cervantes, City Manager, and discussion for possible action regarding approval of the Citywide Strategic Plan for the City of Las Vegas - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
A report regarding the Citywide Strategic Plan. On August 5, 2020, the City Council adopted three strategic priorities for the next 3 to 5 years: Public Safety, Healthcare and Diversify Economy. This led to the development of a more comprehensive action plan, the Citywide Strategic Plan. The City Manager's Office, in collaboration with department directors and cross-functional teams, developed supporting goals and initiatives to drive the strategic priorities forward during the October 14, 2020, Director's Retreat. The Citywide Strategic Plan includes key performance indicators the city will use to regularly report out progress. The goals and initiatives will be presented.

RECOMMENDATION:
Approve the Citywide Strategic Plan and direct staff accordingly

BACKUP DOCUMENTATION:
1. Submitted at Meeting - PowerPoint Presentation

Citywide Strategic Plan Presentation



Jorge Cervantes
City Manager

December 16, 2020

Submitted at City Council
Date: 12/16/2020 Item: 92
Submitted by Staff

Citywide Strategic Plan Process



City Council Approved Priorities

Top 3 Strategic Priorities of the City Council 3 – 5 years (scored):

1. **Public Safety (Score 15)**
   a. Preventative/Preemptive approach
   b. Public Space/Residential/Commercial
   c. Reduce crime and increase Quality of Life (Feeling Safe)
   d. Detention/Policing/Fire/Courts
2. **Healthcare (Score 9)**
   a. Expand access
   b. Diversify medical community
   c. Evaluate current conditions and environment
3. **Diversify Economy (Score 8)**
   a. Create friendly business climate
   b. Bring new innovative businesses to Las Vegas
   c. Go after a "Big Whale" vs. diversify

Citywide Strategic Plan

PRIORITY 1: PUBLIC SAFETY

OBJECTIVES:

- Implement crime preventive strategies through the development of public trust and community policing programs
- Increase level of safety and satisfaction with law enforcement, fire and medical, and judicial services by improving quality of life for our residents, businesses, and visitors
- Address nuisance impacts to businesses and neighborhoods through increased homelessness mitigation efforts
- Develop multi-disciplinary human services to support the public safety system

Citywide Strategic Plan

PRIORITY 1: PUBLIC SAFETY

GOALS:

GOAL I: Neighborhood Revitalization – reenergize and promote neighborhood revitalization program through collaboration

GOAL II: Community and Law Enforcement Partnerships – strengthen relationship with the community and law enforcement to respond to diverse needs

GOAL III: Alternatives to Incarceration – afford low-level offenders the opportunity to have alternatives to incarceration

Citywide Strategic Plan

PRIORITY 2: HEALTHCARE

OBJECTIVES:

- Expand health care services, mental health, and substance abuse services for at-risk populations, including the homeless
- Develop a stronger public health system through public/private partnerships that support the health and wellbeing of the community
- Facilitate development of the Medical District to provide reliable access to medical services consistently throughout the community
- Support efforts to improve technical and higher education in the healthcare field
- Foster the environment for employment opportunities for healthcare professionals in the community (UNLV Medical School)

Citywide Strategic Plan

PRIORITY 2: HEALTHCARE

GOALS:

GOAL I: UNLV Colleges of Health Services and Health Sciences – leverage UNLV's various healthcare programs (Health Services, Psychology, Health Sciences, etc.)

GOAL II: Corporate Responsibility Outreach – align city's marketing strategy to fit into corporate responsibility missions

GOAL III: Mental Health Resources – enhance assistance to connect at-risk and vulnerable populations with mental health resources

Citywide Strategic Plan

PRIORITY 3: DIVERSIFY ECONOMY

OBJECTIVES:

- Incentivize private investment to increase business development and housing options
- Support education from Pre-K through workforce development to prepare for the increasing needs in the high-demand labor markets
- Evaluate zoning and licensing restrictions to allow for new types of business development
- Support large scale business development in the undeveloped portion of the city

Citywide Strategic Plan

PRIORITY 3: DIVERSIFY ECONOMY

GOALS:

GOAL I: Infrastructure for Connectivity – expand broadband connectivity and mobility infrastructure equitably across the city

GOAL II: Start-ups – streamline the process for start-up businesses to support new innovative opportunities and industry

GOAL III: Big box Stores – facilitate opportunities for redevelopment of underperforming big box stores and strip centers

Citywide Strategic Plan

NEXT STEPS:

- Finalize Strategic Initiatives
- Annual status report of Citywide Strategic Plan

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
93

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: December 16, 2020

Agenda Item No.:
94

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.

BACKUP DOCUMENTATION:
1. Submitted at Meeting - E-comments

#94

Form Name:	City Council Live
Submission Time:	December 16, 2020 12:50 pm
Browser:	Chrome Mobile 87.0.4280.101 / Android
IP Address:	98.167.68.245
Unique ID:	728270772
Location:	36.110000610352, -115.21179962158

First Name	John
Last Name	Perazzo
City Resident	Yes
Zip Code	89107
Agenda Item Number	94
Choose One	Support
Council Comment	Thank you for the city's motto, "Building community." I look forward to 2021 and our efforts to make progress towards this goal.

Submitted at City Council
Date 12/16/20 Item 94

AGENDA SUMMARY PAGE

City Council
Meeting of: December 16, 2020

Agenda Item No.:
95

DEPARTMENT: City Manager **DISCUSSION**
DIRECTOR: Jorge Cervantes

SUBJECT:
COUNCIL EMERGING ISSUES:

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

FISCAL IMPACT:
None

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

RECOMMENDATION:
Direct staff accordingly.

BACKUP DOCUMENTATION:
None

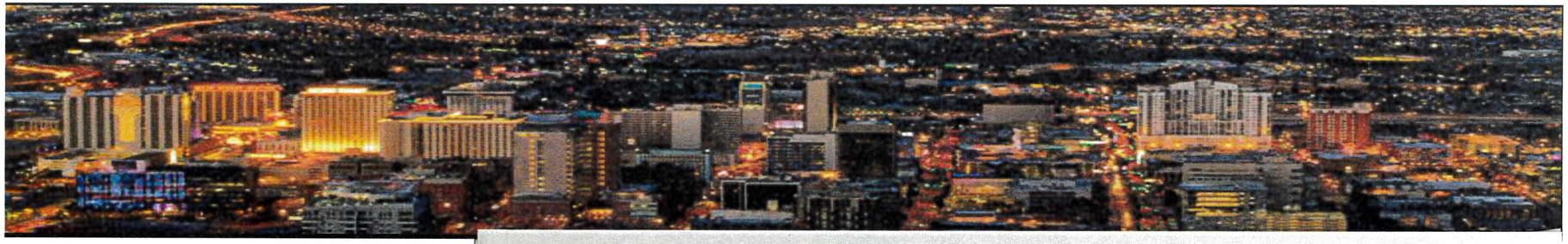
AGENDA SUMMARY PAGE
City Council
Meeting of: December 16, 2020

Agenda Item No.:
96

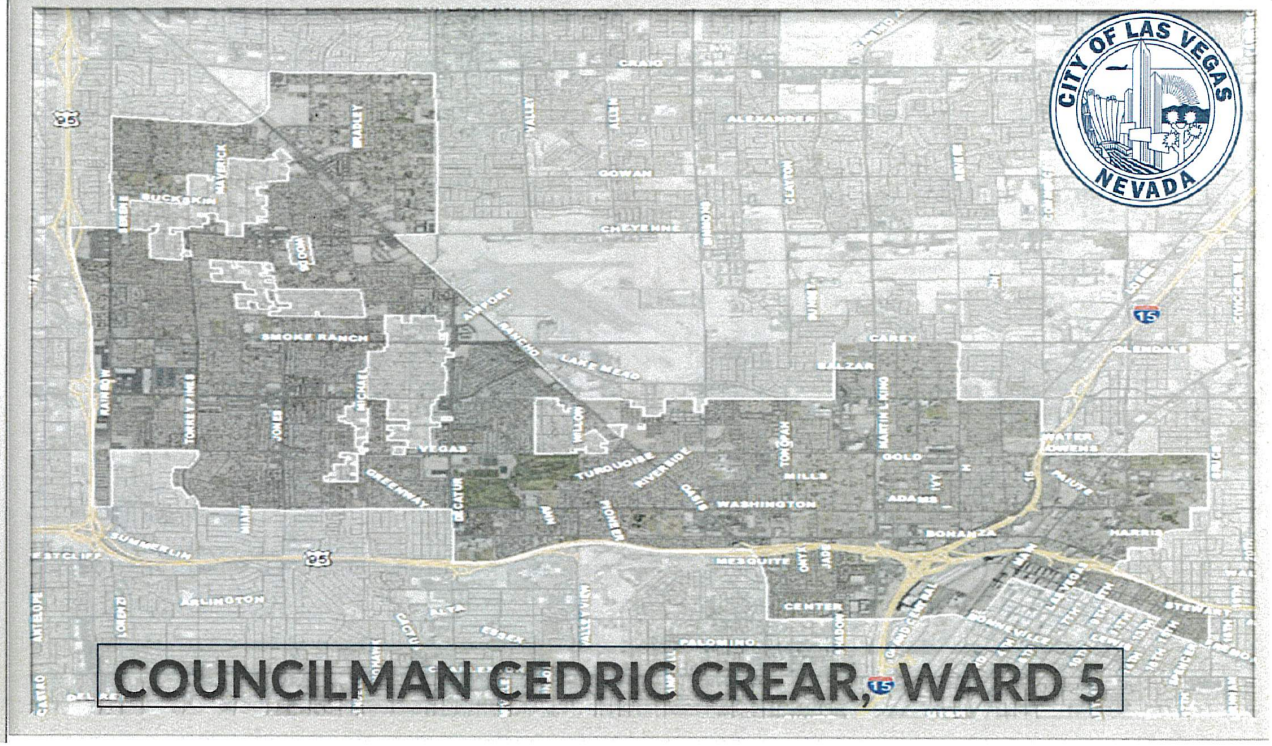
DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Council Member Recognition: Comments made by individual City Council Members during this portion of the agenda will not be acted upon by the City Council unless that subject is on the agenda and scheduled for action.

BACKUP DOCUMENTATION:
Flyers for Ward 5 Announcements, Magic Yuletide 2020, COVID-19 Testing, Operation Warmth, Season's Greetings, Ward 5 Newsletter and Stay Connected Social Media Information by Councilman Crear; Flyers for Ward 2 Announcements, Small Business Saturdays, Animal Foundation Pet Adoptions, Ward 2 Office Contact Information and Social Media Contact Information by Councilwoman Seaman; Flyers for Serving Seniors in Ward 1 and Contact Information by Councilman Knudsen; and Flyers for Ward 3 Announcements, Feliz 47 Aniversario Mama y Papa!, Main St. Provisions Opens in the Arts District, Home for the Holidays, Before Photos/After Photos, Happy Anniversary Fergusons Downtown, Successful Ward 3 Food Pop-Up!, Upcoming Ward 3 Activities, Upcoming Ward 3 Projects and Social Media Contact Information Submitted by Councilwoman Diaz




CITY OF LAS VEGAS
NEVADA
Councilman
Crear


CITY OF LAS VEGAS
NEVADA
COUNCILMAN CEDRIC CREAR, WARD 5

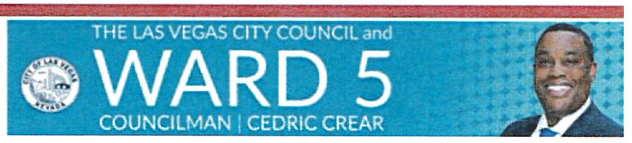
Magic Yuletide
2020

Proudly presented by:

The Southern Nevada
Black Elected Officials



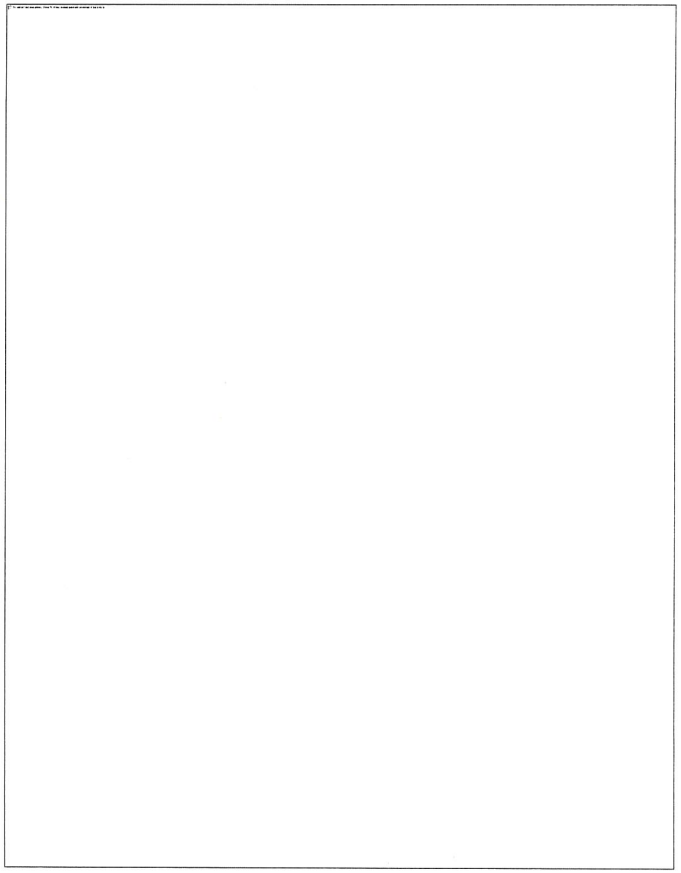
Ward 5 Final Announcements



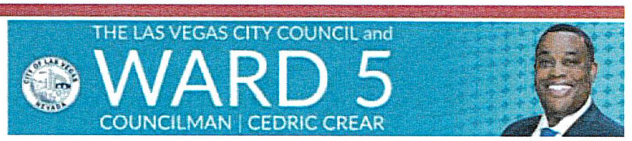
Covid-19 Testing

Doolittle Senior Center

December 22
8 a.m. to 12 p.m

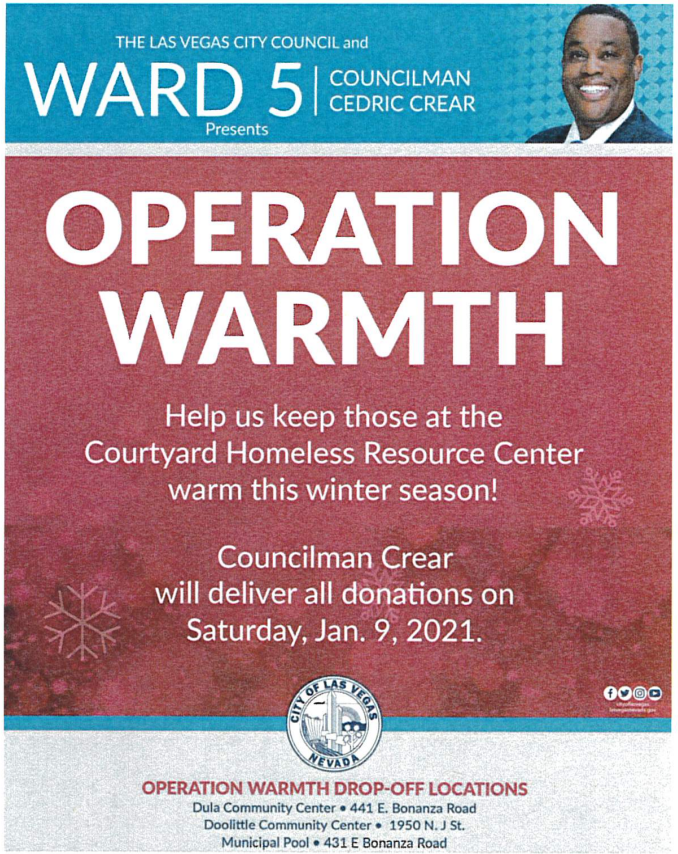


Ward 5 Final Announcements

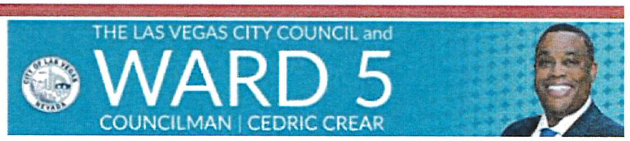


Operation Warmth

Jan. 9, 2021

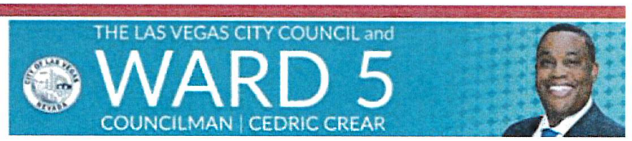


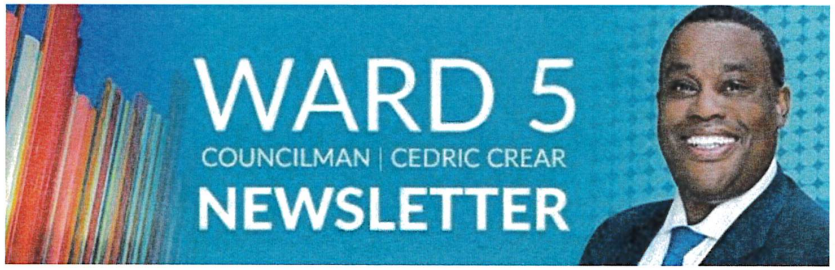
Ward 5 Final Announcements





Ward 5 Final Announcements

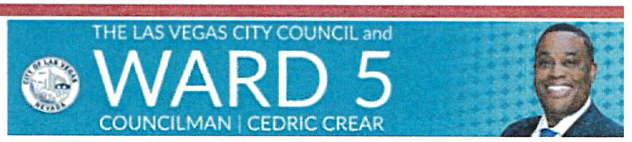




Email Tanya Jackson-Renter
tjackson@lasvegasnevada.gov

Office: 702.229-5443

Ward 5 Final Announcements




STAY CONNECTED
With Councilman Cedric Crear
Twitter: @cedriccrear
Instagram: Councilman Crear
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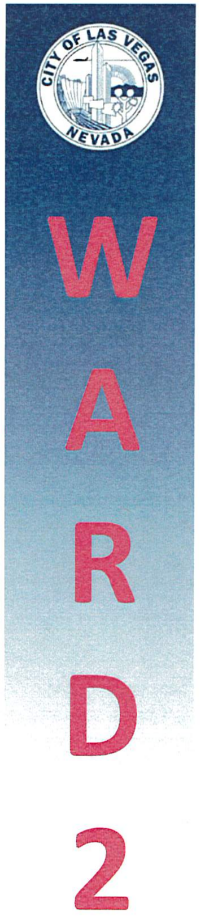
twitter
THE LAS VEGAS CITY COUNCIL and
WARD 5
COUNCILMAN | CEDRIC CREAR


City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
December 16, 2020
SUMMERLIN


WARD 2


WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

WARD 2

Animal Foundation Pet Adoptions



Betty
ID # A1151655
Arrived: 12/8/2020

Female Spayed
Age: 8 Yrs
Weight: 16 lbs

WARD 2

Animal Foundation Pet Adoptions

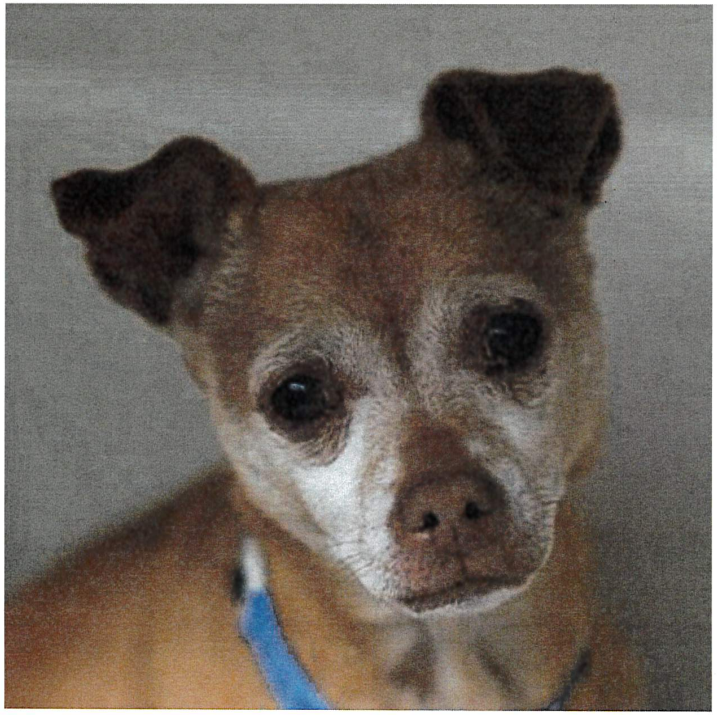


Bailey
ID # A1151562
Arrived: 12/7/2020

Female Spayed
Age: 7 Yrs
Weight: 16 lbs

WARD 2

Animal Foundation Pet Adoptions



Simba
ID # A1152311
Arrived: 12/14//2020

Male Neutered
Age: 8 Year
Weight: 10 lbs

WARD 2

Animal Foundation Pet Adoptions



Jack

ID # A1151531
Arrived: 12/7/2020

Male Neutered
Age 10 Yrs
Weight: 13 lbs

WARD 2

Animal Foundation Pet Adoptions

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com

WARD 2

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov


PLEASE FOLLOW UP
ON SOCIAL MEDIA AT:
@VictoriaDSeaman
@VictoriaSeaman

Las Vegas City Councilman Brian Knudsen - Ward 1 Events

Serving Seniors in Ward 1

Team Knudsen joined State Senator Chris Brooks and State Assemblywoman Rochelle Nguyen in serving our Ward 1 senior citizens at Stella Fleming, Howard Lieburn, and James Down Apartments for the holiday season. Thank you to our partners at Nevada HAND and to the many volunteers who helped us make this a success!





Ward 1

Councilman Brian Knudsen

Stay in touch with us for updates, resources, and more!

bknudsen@lasvegasnevada.gov

Call: 702-493-1547

Twitter: @BrianforLV | Facebook: facebook.com/BrianforLV

OLIVIA DÍAZ



COUNCILWOMAN - WARD 3

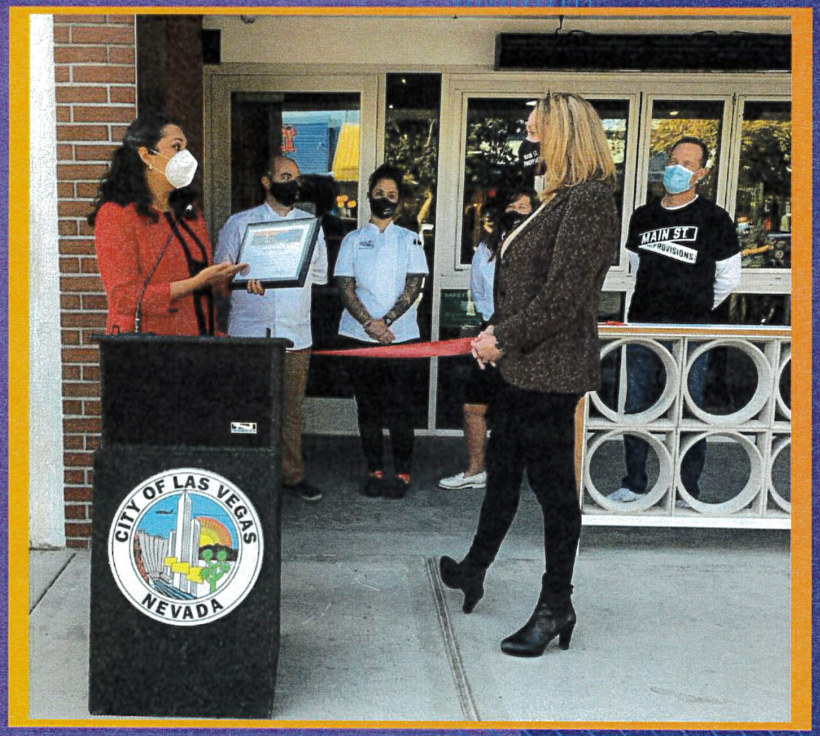
Feliz 47° Aniversario Mamá y Papá!







Main St. Provisions opens in the Arts District!



1214 S Main St

RSVP opentable.com

(702) 457-0111

@mainstprov

Home for the Holidays



Thank you!

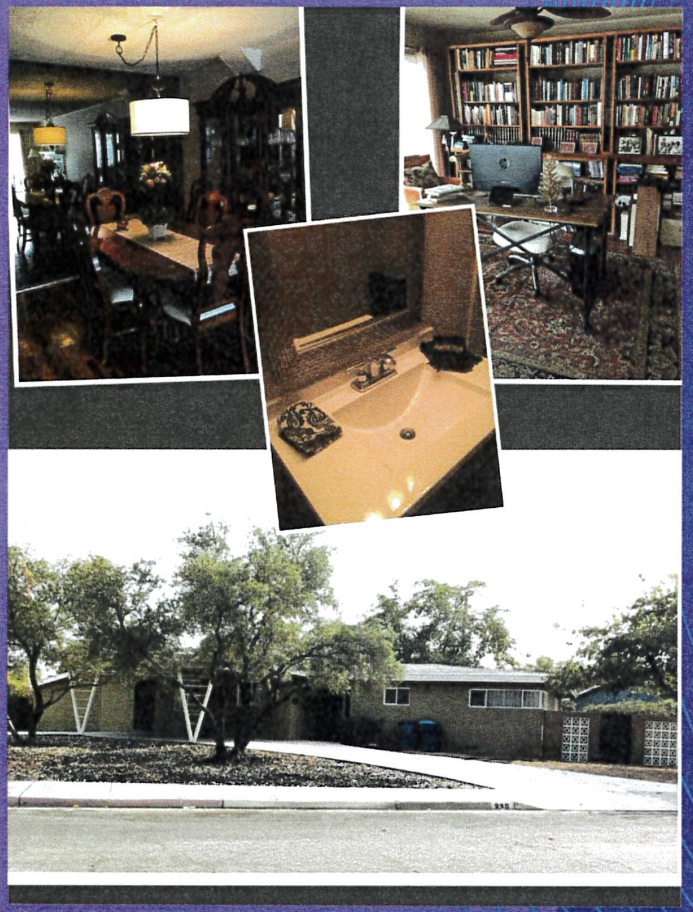
SHARE VILLAGE
LAS VEGAS
Bringing Veterans And Families Home

Southridge Neighborhood



Before photos

Scope of work included: flooring, painting, and many other exterior and interior updates to the home



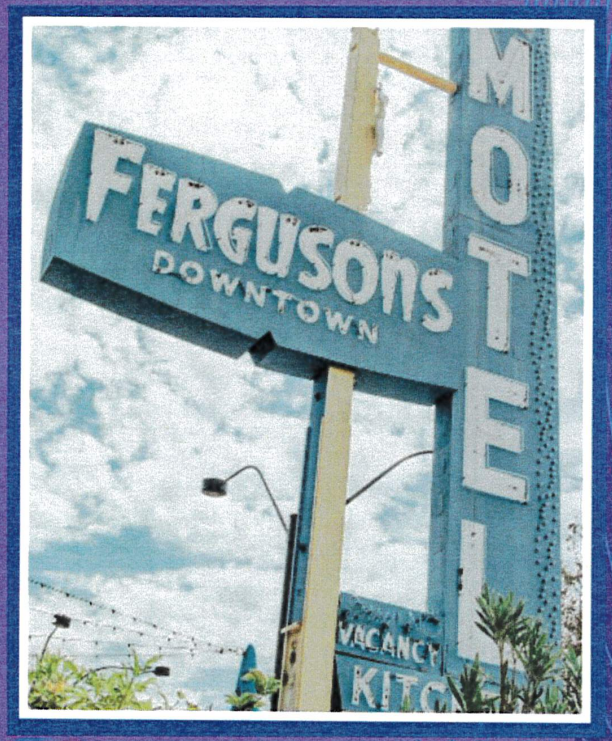
After photos

Thank you!

SHARE VILLAGE
LAS VEGAS
Bringing Veterans And Families Home

Southridge Neighborhood

Happy Anniversary



@fergusonsdowntown



@FSE89101

@FSELV

@fremontstreet

Successful Ward 3 Food Pop-Up!



On behalf of 500 families, Thank you!

DESERT PINES

DP

EST. 1993

CULINARY ACADEMY
LAS VEGAS

Upcoming Ward 3 Activites

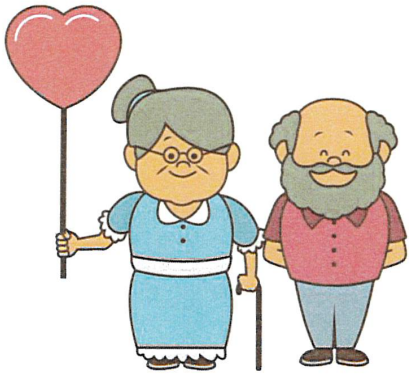
Christmas en el Barrio

Thursday, Dec. 24th
9 a.m. to 1 p.m.



Drive-Thru/No Contact
Free toy distribution

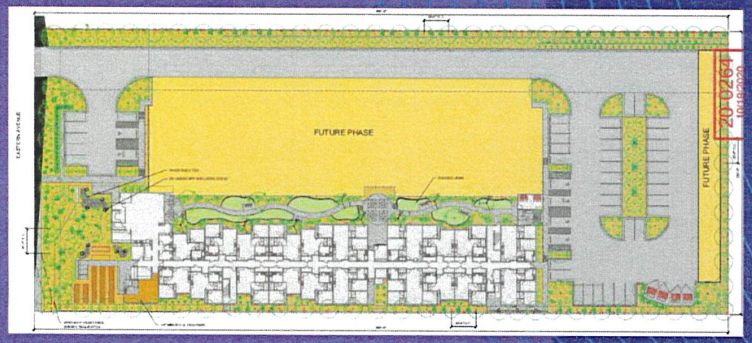
Gary Reese Freedom Park
850 N Mojave Rd, Las Vegas, NV 89101



Holiday treats for seniors

Upcoming Ward 3 Projects

On December 8th, the Planning Commission APPROVED:
A senior housing project for 60 unit apartment complex at 832 North Eastern Avenue






Happy Holidays
Councilwoman Olivia Díaz
Ward 3
ward3@lasvegasnevada.gov
@OliviaDiazLV
@oliviadiazlv
oliviadiazlv