

ORDINANCE NO. 3207

AN ORDINANCE OF THE CITY OF NORTH LAS VEGAS, NEVADA AMENDING ORDINANCE NOS. 2711, 2267, 2746, 2757, 2891, 3166, AND 3205 TO AMEND THE DEVELOPMENT AGREEMENT FOR THE VILLAGES AT TULE SPRINGS (DA-03-2024, VILLAGES AT TULE SPRINGS VILLAGE 2) BETWEEN THE CITY OF NORTH LAS VEGAS AND KBS SOR PARK HIGHLANDS LLC AND PROVIDING FOR OTHER MATTERS PROPERLY RELATING THERETO.

WHEREAS, pursuant to Nevada Revised Statute section 278.0201, the City Council of the City of North Las Vegas enacted North Las Vegas Municipal Code section 15.56 providing for the utilization of development agreements to regulate land development within the incorporated boundaries of the City of North Las Vegas; and

WHEREAS, on May 20, 2015, the City of North Las Vegas ("City") adopted Ordinance No. 2711 which amended Ordinance No. 2267 regarding a certain Development Agreement by and between the City of North Las Vegas and Crescent Bay Development Services for the development that is commonly known as the Villages at Tule Springs; and

WHEREAS, Crescent Bay Development Services has been replaced as Owner with KBS SOR Park Highlands TRS LLC ("Master Developer") pursuant to the Development Agreement; and

WHEREAS, the City Council acknowledges the Master Developer desires to remove the Active Adult Community in Village Two pursuant to the requirements in Section 2.03(a) of the Development Agreement subject to the dedication of additional open space within Village One known as Parcel 1.10 as well as the amendments herein; and

WHEREAS, the City Council and Master Developer desire to amend the Development Agreement pursuant to the terms of NRS 278.0205 and do mutually consent to an amendment pursuant to the changes herein:

NOW THEREFORE, the City Council of the City of North Las Vegas does ordain:

SECTION 1: The Development Agreement by and between the City and Master Developer approved and adopted pursuant to City of North Las Vegas Ordinance Nos. 2711, 2746, 2757, 2891, 3166, and 3205 shall be hereby amended as provided by the exhibit attached hereto. Attachment "A" provides a revised Village 2 Land Use Plan that shall be added to the existing Development Agreement, Development Standards, and Parks and Trails Agreement.

SECTION 2: The Development Agreement by and between the City and Master

Developer approved and adopted pursuant to City of North Las Vegas Ordinance Nos. 2711, 2746, 2757, 2891, 3166, and 3205 shall be hereby amended as provided by the exhibit attached hereto. Attachment “B” provides a revised Density Cap Table that shall be added to the existing Development Agreement, Development Standards, and Parks and Trails Agreement.

SECTION 3: The Development Agreement by and between the City and Master Developer approved and adopted pursuant to City of North Las Vegas Ordinance Nos. 2711, 2746, 2757, 2891, 3166, and 3205 shall be hereby amended as provided by the exhibit attached hereto. Attachment “C” provides a revised Village 2 Open Space Exhibit that shall be added to the exiting Development Agreement, Development Standards and Parks and Trails Agreement.

SECTION 4: The Development Agreement by and between the City and Master Developer approved and adopted pursuant to City of North Las Vegas Ordinance Nos. 2711, 2746, 2757, 2891, 3166, and 3205 shall be hereby amended as provided:

- Section 2.15 subsection (a) and (b) of the Development agreement shall be replaced with the following:
 - 2.15 Density and Product Transfers. The parties agree that Master Developer may modify the Master Development Plan without triggering an amendment to this Agreement or the ordinance approving the MPC District as follows:
 - (a) Density. The maximum density for the Master Planned Community shall not exceed 9,509 residential Dwelling Units and is more particularly set forth in Exhibit “B” of this amendment.
 - (b) Density Transfers. Master Developer and Village Developer may utilize unlimited density transfers not to exceed ten percent (10%) within the Parcels of each Village so long as the transfer does not trigger an amendment to the Master Studies, with the exception that density transfers out of Parcels 2.02 and 2.08 shall require a major modification. In no event shall the maximum number of Dwelling Units for each Village exceed the total Dwelling Units allowed per Village as outlined below without the Master Developer first obtaining a Minor Modification from the City.

Village 1	4,089
Village 2	3,750
Village 3	1,027
Village 4	643

SECTION 5: The Villages at Tule Springs Parks and Trails Agreement by and between the City and Master Developer approved and adopted pursuant to City of North Las Vegas City of North Las Vegas Ordinance Nos. 2711, 2746, 2757, 2891, 3166, and 3205 shall be hereby amended as provided:

- Article 10 *Commencement and Completion of Community Parks, Neighborhood Parks, Association Parks, Trails and the Trailhead in Village 1*, Section 10.01(h).

Parcel 1.10 (Previously known as the worship site) Master Developer shall commence construction of two soccer fields and associated parking on Parcel 1.10 within 6 months of the sale the First Phase of Village 2. Construction of the improvements shall be completed no later than twelve (12) months after the commencement of construction. Upon completion of the City's final punch list of the parcel, City shall accept the dedication of the Park and assume all maintenance responsibilities of all land and improvements.

- *Article 12 Commencement and Completion of Community Parks, Association Parks, and Trails in Village 3, Section 12.01 (a).*

12.01 (a) Parcel: RP 3.01 Master Developer (or the Village Developer if applicable) shall commence construction for the Regional Park on the parcels identified as RP 3.01 and RP 3.02, respectively, in two phases. Phase One as shown on Exhibit "A", with one (1) restroom facility, shall include ten (10) acres and construction shall commence no later than the date that the City issues the 750th residential building permit in Village 3, excluding building permits for model homes. Phase Two as shown on Exhibit "A", with two (2) additional restroom facilities, shall include the remaining twenty-five (25) acres and construction shall commence no later than: the date that is eighteen months from the date of the sale of Phase One of Village 2 or the date that the City issues the 2000th residential building permit in Village 1, excluding building permits for model homes. If Phase One has not commenced construction by the time Phase Two commences construction, then both Phase One and Phase Two shall commence construction by the 2000th residential building permit in Village 1, excluding building permits for model homes. Construction of each phase of the Regional Park on the parcels identified as RP 3.01 and RP 3.02, respectively, and the Trails in Village 3 must be completed no later than one (1) year after the commencement of construction on each respective phase. Upon completion of the City's final punch list of the entire Regional Park, City shall accept the dedication of the entire Regional Park and assume all maintenance responsibilities of all land and improvements. Nothing in this Section 12.01(a) shall prevent Master Developer (or the Village Developer, if applicable) from constructing portions of the Regional Park prior to the trigger date set forth in this Section 12.01(a), but the City shall not accept the dedication or assume maintenance responsibilities until the entire Regional Park is complete.

SECTION 6: The modifications described herein are subject to the following conditions of approval:

1. Within Village Two – Modify the Master Wall Plan and Monumentation Plan to comply with the Village 2 Land Use Plan and utilize the same design established in Villages 1, 3, and 4.
2. The Master Developer or Village Developer, if applicable, shall update the technical studies and Parks and Trails Agreement for the Villages of Tule

Springs prior to the issuance of any building permit in Village 2.

SECTION 7: Except as otherwise provided in the Development Agreement and all other accompanying exhibits, all ordinances, resolutions, and regulations applicable to that certain property which is the subject of the Development Agreement and governing the permitted uses of that land, density and standards for design, improvements and construction are those in effect at the time the Development Agreement is approved and amended from time to time.

SECTION 8: NON-INFRINGEMENT OF RIGHTS. The City Council of the City of North Las Vegas has been informed by the City Attorney's Office as to the constitutionality of this ordinance and based upon such information we are adopting this ordinance in good faith with a reasonable belief that the actions taken by the City of North Las Vegas are not in violation of any rights, privileges, or immunities secured by the laws providing for equal rights of citizens or persons.

SECTION 9: SEVERABILITY. If any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall in no way affect the validity and enforceability of the remaining provisions of this ordinance.

SECTION 10: REPEALER. All ordinances, parts of ordinances or chapters, sections or paragraphs contained in the North Las Vegas Municipal Code in conflict herewith are hereby repealed.

SECTION 11: EFFECTIVE DATE. This Ordinance shall become effective after its passage by the City Council of the City of North Las Vegas and, after such passage by the City Council, publication once by title in a newspaper qualified pursuant to the provisions of Chapter 238 of NRS, as amended from time to time.

PASSED AND ADOPTED THIS _____ day of _____, 2024.

AYES:

NAYS:

ABSENT:

APPROVED:

PAMELA A. GOYNES-BROWN, MAYOR

ATTEST:

JACKIE RODGERS, CITY CLERK