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.

September 1, 2021
9:00 AM
A lunch break may be taken at the discretion of the Mayor.

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

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

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

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

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

CEREMONIAL MATTERS

1. Call to Order

2. Announcement Regarding: Compliance with Open Meeting Law

3. Invocation - Pastor Paul Goulet, International Church of Las Vegas

4. Pledge of Allegiance

5. Recognition of the Citizen of the Month

6. Recognition of The Just One Project

BUSINESS ITEMS - 9:30 A.M. SESSION

PUBLIC COMMENT

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

BUSINESS ITEMS - 9:30 A.M. Session

8. For Possible Action - Any items from the 9:30 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.

9. For possible action to approve the Final Minutes by reference of the August 4, 2021 Regular City Council Meeting

CONSENT AGENDA

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

CITY ATTORNEY - CONSENT

10. For possible action to approve settlement of Sonia Patricia Quintero-Rodriguez v. Matthew Tranell Marshall, City of Las Vegas, Case No. A-20-818106-C in the Eighth Judicial District Court ($77,500 - Tort Liability Fund) - All Wards

11. For possible action to approve settlement of Daniel Markosky v. Kelly Smith, City of Las Vegas, Case No. A-20-826824-C in the Eighth Judicial District Court ($90,000 - Tort Liability Fund) - All Wards

12. For possible action to approve settlement of Chetak Development v. City of Las Vegas, Case No. A-21-828782-C in the Eighth Judicial District Court - All Wards

13. For possible action to approve continued funding for McDonald Carano to represent the City of Las Vegas in an action filed against it by 180 Land Company, LLC, Case No. A-17-758528-J, in the Eighth Judicial District Court, concerning the denial of several land use applications for the development of a portion of the former Badlands Golf Course for an amount not-to-exceed $200,000 and Case No. A-18-780184-C, in the Eighth Judicial District Court challenging the City's Parks/Recreation/Open Space designation on 65 acres generally located south of Alta Drive, east of Hualapai Way and north of Charleston Boulevard and alleging an action for inverse condemnation for an amount not-to-exceed $100,000 (General Fund) - Ward 2 (Seaman)

COMMUNITY SERVICES - CONSENT

14. For possible action to approve the allocation of $1,500,000 of HOME Investment Partnerships Program Grant Funds and Account for Affordable Housing Trust Funds (AAHTF) to Community Development Programs Center of Nevada, for the construction of 40 multifamily apartments located at 1501 North Decatur Boulevard, APN 138-25-518-002 - Ward 5 (Crear)

FINANCE - PURCHASING AND CONTRACTS - CONSENT

15. For possible action to approve award of Contract No. 220026-JH, Prime Design Services Contract for Alta Drive

Local Storm Drain - Cimarron Road to Buffalo Drive - Department of Public Works - Award recommended to: CA GROUP, INC. ($245,448 - Road and Flood Capital Projects Fund) - Ward 2 (Seaman)

16. For possible action to approve award of Contract No. 220027-JH, Prime Design Services Contract for Sewer Rehabilitation Group K - Arville Street Relief Sewer - Department of Public Works - Award recommended to: GCW, INC. ($221,741 - Sanitation Enterprise Fund) - Ward 1 (Knudsen)

17. For possible action to approve the purchase of four (4) Pierce Velocity Pumper Fire Apparatus - Fire and Rescue Department - Award recommended to: HUGHES FIRE EQUIPMENT, INC. ($2,873,380 - Fire Equipment City Acquisition Internal Service Fund) - All Wards

PLANNING - BUSINESS LICENSING - CONSENT

18. For possible action to approve a Cannabis Distributor License (Medical/Recreational) for REDWOOD WAREHOUSE, LLC dba REDWOOD WAREHOUSE, LLC at 9625 Redwood Street - Clark County, Nevada

19. For possible action to approve a Retail Cannabis Store License for a Change of Ownership FROM: NATUREX II, LLC TO: NATUREX II, LLC dba CURALEAF at 1736 South Las Vegas Boulevard - Ward 3 (Diaz)

20. For possible action to approve a Medical Cannabis Dispensary License for a Change of Ownership FROM: NATUREX II, LLC TO: NATUREX II, LLC dba CURALEAF at 1736 South Las Vegas Boulevard - Ward 3 (Diaz)

21. For possible action to approve a Whole Sale General License for a Change of Ownership FROM: GOOD SPIRITS DISTRIBUTING, LLC TO: GOOD SPIRITS DISTRIBUTING, LLC dba SUMMIT SPIRITS & WINE at 6975 South Decatur Boulevard, Suites #100 and #110 - Clark County, Nevada

22. For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: BRIGGS OF STRATOSPHERE, LLC TO: BRIGGS OF STRATOSPHERE, LLC dba FAT TUESDAY at 2000 South Las Vegas Boulevard, Suite D11 - Ward 3 (Diaz)

23. For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: FAT TUESDAY NEONOPOLIS, LLC TO: FAT TUESDAY NEONOPOLIS, LLC dba FAT TUESDAY at 450 Fremont Street, Suite #101 - Ward 5 (Crear)

24. For possible action to approve a Temporary Tavern-Limited License 2330 EVENTS, LLC dba THE INDUSTRIAL at 2330 Industrial Road - Ward 3 (Diaz)

25. For possible action to approve a Temporary Banquet or Event Establishment-Liquor License for a Change of Ownership FROM: 2330 EVENTS, LLC TO: 2330 EVENTS, LLC dba THE INDUSTRIAL at 2330 Industrial Road - Ward 3 (Diaz)

26. For possible action to approve a Tavern License for a Change of Ownership FROM: PIZZA ROCK II LV, LLC TO: BBB SKYE PARTNERS, LLC dba BIG BOY TAVERN at 9800 West Skye Canyon Park Drive, Suite #160 - Ward 6 (Fiore)

27. For possible action to approve a Restricted Gaming License for BBB SKYE PARTNERS, LLC dba BIG BOY TAVERN at 9800 West Skye Canyon Park Drive, Suite #160 - Ward 6 (Fiore)

28. For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License VANILLA AND PEPPER CATERING AND EVENTS, LLC dba AROMI at 2110 North Rampart Boulevard, Suite #110 - Ward 2 (Seaman)

29. For possible action to approve a Beer/Wine/Cooler On-Sale License for CALIFORNIA FISH GRILL, LLC dba CALIFORNIA FISH GRILL at 1100 South Fort Apache Road, Suite #170 - Ward 2 (Seaman)

30. For possible action to approve a Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: MARIA SAUCEDO TO: ARCE GROUP, LLC dba LOS MOLCAJETES at 1553 North Eastern Avenue - Ward 3 (Diaz)

31. For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: FAYMAG LLC TO: PASHA INVESTMENT, LLC dba LAKE MINI MARKET at 2934 Lake East Drive [Reza Nayebhosseini, Managing Member] - Ward 2 (Seaman)

32. For possible action to approve a Restricted Gaming License for GOLDEN MARKET 7, LLC dba GOLDEN MARKET

7 at 321 North Mojave Road - Ward 3 (Diaz)

33. For possible action to approve a Two-Day Opening for a Non-Restricted Gaming License FIFTH STREET GAMING, LLC dba FIFTH STREET GAMING, LLC db at GOLD SPIKE HOTEL at 217 North Las Vegas Boulevard - Ward 5 (Crear)

34. For possible action to approve a Temporary Massage Establishment License for 7 STARS MASSAGE, LLC dba 7 STARS MASSAGE at 7350 West Cheyenne Avenue, Suite #102 - Ward 4 (Anthony)

PUBLIC WORKS - CONSENT

35. For possible action to approve an interlocal agreement between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to allow the RTC to fund and coordinate the Northwest Las Vegas Traffic Study in the northwest region of the CLV bounded by Buffalo Drive to the east and Centennial Parkway to the south - Ward 6 (Fiore)

DISCUSSION/ACTION ITEMS

ECONOMIC AND URBAN DEVELOPMENT - DISCUSSION

36. Discussion for possible action regarding activating and operating a temporary program by which fines for qualifying parking infractions may be paid by means of the donation of children's toys in lieu of the payment of money pursuant to LVMC 11.10.150 - All Wards

BOARDS AND COMMISSIONS - DISCUSSION

37. Discussion for possible action regarding the reappointment of Donald Hotchkiss to the Historic Preservation Commission

38. Discussion for possible action regarding the appointment of nominee Rudy Zamora to a Ward 3 seat on the Parks and Recreation Advisory Board

RECOMMENDING COMMITTEE REPORT - DISCUSSION

PLANNING

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

PLANNING - ONE MOTION/ONE VOTE

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

39. 21-0380-VAC1 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC - For possible action on a Land Use Entitlement project request for a Petition to Vacate a portion of a right-of-way (median island nose), generally located on Sky Vista Drive at the intersection of Sandstone Rise Drive, Ward 2 (Seaman). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

40. 21-0391-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: FISHER BROTHERS LAS VEGAS, LLC - For possible action on a Three Year Required Review of an approved Variance (V-0058-94) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN TO BE LOCATED 600 FEET FROM ANOTHER OFF-PREMISE SIGN WHERE 750 FEET IS THE MINIMUM SEPARATION REQUIRED at 2900 Sirius Avenue (APN 162-08-702-002), M (Industrial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

41. 21-0410-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WORLD CRAWL BAR - OWNER: F A E C HOLDINGS WIRRULLA, LLC - For possible action on a Land Use Entitlement project request FOR A PROPOSED 1,838 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE on 2.50 acres at 450 Fremont Street, Suite #251 (APNs 139-34-513-000, 002 and 003) C-2 (General Commercial) Zone, Ward 5 (Crear). The

Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PLANNING - DISCUSSION

42. 20-0344 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

    42a. 20-0344-GPA1 - ABEYANCE ITEM - GENERAL PLAN AMENDMENT - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL)

    42b. 20-0344-ZON1 - ABEYANCE ITEM - REZONING - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT)

43. 21-0230 - ABEYANCE ITEM - PUBLIC HEARING - APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC - For possible action on an Appeal of the Approval by the Planning Commission on the following Land Use Entitlement project requests on 2.79 acres at the northeast corner of Oso Blanca Road and Durango Drive (APN 125-17-703-001), T-C (Town Center) Zone [SC (Service Commercial) Town Center Special Land Use Designation], Ward 6 (Fiore). The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

    43a. 21-0230-SUP1 - ABEYANCE ITEM - SPECIAL USE PERMIT - FOR A PROPOSED MINI-STORAGE FACILITY USE

    43b. 21-0230-SDR1 - ABEYANCE ITEM - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 101,850 SQUARE-FOOT, 794-UNIT MINI-STORAGE FACILITY DEVELOPMENT WITH WAIVERS OF TOWN CENTER DEVELOPMENT STANDARD REQUIREMENTS

44. 21-0252 - PUBLIC HEARING - APPLICANT/OWNER: MARIA G. PEREZ DETORRES - For possible action on the following Land Use Entitlement project requests on 0.53 acres at 4830 Irene Avenue (APN 140-29-810-028), R-E (Residence Estates) Zone, Ward 3 (Diaz). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

    44a. 21-0252-VAR1 - VARIANCE - TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED] AND A THREE-FOOT REAR YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [STABLE]

    44b. 21-0252-SUP1 - SPECIAL USE PERMIT - FOR AN EXISTING ANIMAL KEEPING AND HUSBANDRY USE TO ALLOW FIVE COWS, FIVE HORSES, AND SEVEN GOATS

45. 21-0341 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on the following Land Use Entitlement project requests on 4.42 acres on the west side of Interstate 15 between Owens Avenue and Jefferson Avenue (APNs multiple), Ward 5 (Crear). The Planning Commission (6-0-1 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

    45a. 21-0341-GPA1 - GENERAL PLAN AMENDMENT - FROM: ROW (RIGHT-OF-WAY) TO: FBC (FORM-BASED CODE)

    45b. 21-0341-ZON1 - REZONING - FROM: UNDESIGNATED TO: T4-M (T4 MAKER)

46. 21-0369-DIR1 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: BRASS MONKEY, LLC - For possible action on a Land Use Entitlement project request to designate the Huntridge Theater as a Historic Building on the City of Las Vegas Historic Property Register as approved by the Historic Preservation Commission (21-0312-HPC1) on 2.62 acres at 1208 East Charleston Boulevard (APN 162-02-110-016) C-2 (General Commercial) Zone, Ward 3 (Diaz). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

47. 21-0387 - PUBLIC HEARING - APPLICANT/OWNER: W OWENS AVE TRUST - For possible action on the following Land Use Entitlement project requests on 1.26 acres at 600 West Owens Avenue (APN 139-22-402-008), C-1 (Limited Commercial) Zone, Ward 5 (Crear). The Planning Commission (5-2 vote) recommends DENIAL on the

Land Use Entitlement project. Staff recommends APPROVAL on the Land Use Entitlement project.

47a. 21-0387-SUP1 - SPECIAL USE PERMIT - FOR A MORTUARY OR FUNERAL CHAPEL USE

47b. 21-0387-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED SINGLE-STORY, 13,144 SQUARE-FOOT MORTUARY WITH WAIVERS OF PERIMETER LANDSCAPE REQUIREMENTS

48. 21-0412-DIR1 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT/OWNER: SC EAST LANDCO, LLC - For possible action on a Required Review of a 24-month development report as required by Section 9.01 of the Sunstone Development Agreement, generally located at the southwest corner of N Skye Canyon Drive and Moccasin Road (APNs Multiple), Ward 6 (Fiore). Staff recommends APPROVAL.

REPORTS AND PRESENTATIONS

49. Report by Jorge Cervantes, City Manager, regarding an update on the American Rescue Plan Act of 2021 (ARPA) allocation of funds to the City - All Wards

50. Report by Seth T. Floyd, Director of Community Development, regarding an overview of operations and accomplishments for FY 2021 and a look forward to FY 2022 - All Wards

SET DATE

51. 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

52. 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.

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

COUNCIL MEMBER RECOGNITION

54. 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 WAS PROPERLY NOTICED AND POSTED AT THE FOLLOWING LOCATIONS
IN ACCORDANCE WITH THE NOTICING STANDARDS AS OUTLINED IN NRS 241.020:
The City of Las Vegas website – www.lasvegasnevada.gov
The Nevada Public Notice website – notice.nv.gov
City Hall, 495 South Main Street, 1st Floor

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
1

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Call to Order

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
2

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Announcement Regarding: Compliance with Open Meeting Law

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
3

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Invocation - Pastor Paul Goulet, International Church of Las Vegas

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
4

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
Pledge of Allegiance

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
5

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

SUBJECT:
Recognition of the Citizen of the Month

BACKUP DOCUMENTATION:
1. Submitted at Meeting – Copy of September Citizen of the Month Announcement, Copy of Proclamation and Copy of Citizen of the Month Certificate for Cherilyn Beanan

Citizens of the Month | September 2021

Cherilyn Beanan

Submitted at Meeting
Date: 9/1/2021 Item: 5

Las Vegas City Council

Proclamation

Whereas; It is an honor and privilege for the Mayor and the Las Vegas City Council to recognize those individuals who contribute to the betterment of our community; and

Whereas; Cherilyn Beanan had been a teacher for San Jose Unified School District and a professional dancer prior to moving to Las Vegas, where she opened her first dance studio, "Dance Connection" in 2003; and

Whereas; Cherilyn Beanan has always had a strong love and passion for dance; earning her success through perseverance and determination. Her business has grown from a small studio, into 3 locations; which employ 8 staff members, accommodate over 50 classes a week, and service 255 students; and

Whereas; Dance Connections has been a beacon of positivity, bringing the community together during the COVID-19 pandemic, and providing a place for all ages to express themselves; and

Whereas; Mrs. Beanan's commitment to developing the talents of her students has enabled them to excel, not only recreationally; but also in the competition and entertainment fields in greater Las Vegas and Nationwide; and

Whereas; The people of Las Vegas owe a great debt of gratitude to those who dedicate themselves to the betterment of our community; and

Therefore; We, the Mayor and Las Vegas City Council, do hereby proclaim Wednesday, September 1, 2021, as

"Cherilyn Beanan Day"

In the City of Las Vegas and join the citizens of Nevada to celebrate this day by recognizing the contributions Cherilyn Beanan has provided and continues to provide to our community.

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

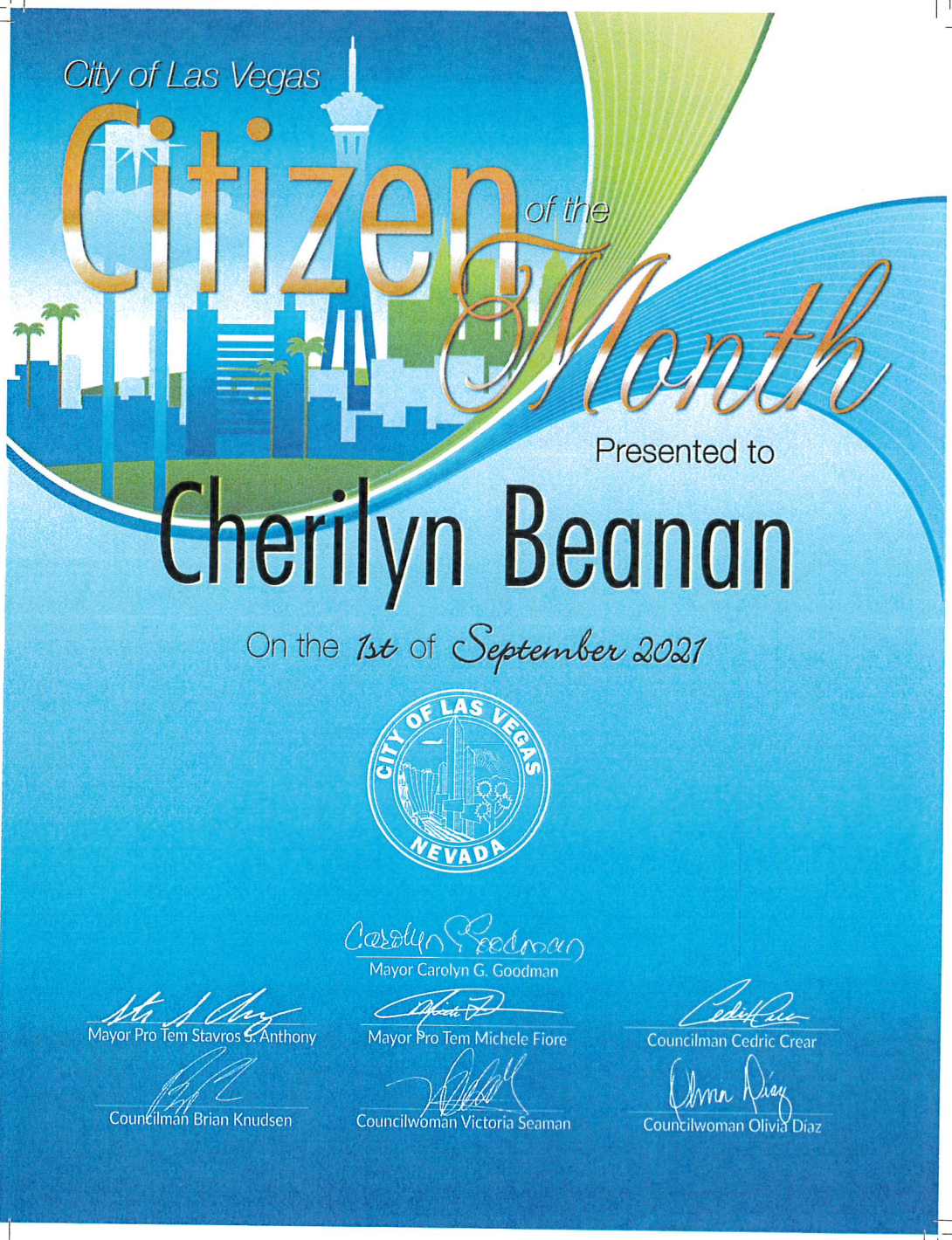
Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz



Submitted At Meeting
Date 9/1/2021 Item 5

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
6

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

SUBJECT:
Recognition of The Just One Project

BACKUP DOCUMENTATION:
1. Submitted at Meeting - Copy of Proclamation for The Just One Project

Las Vegas City Council

Proclamation

Whereas; *The Just One Project, a local 501(c)(3) non-profit organization in the City of Las Vegas, mobilizes volunteers of all ages to give back and make a difference in the community since their inception in 2014; and*

Whereas; *The organization successfully creates "volunteer magic" by providing over 750 hands-on opportunities a month for volunteers to meet the needs of diverse communities across the valley, and being one of the fastest-growing non-profits due to their hard work with community partners and volunteer groups; and*

Whereas; *Those volunteers participate in different levels of programming, which provide services like groceries, leadership development, and civic engagement to seniors, veterans, young people, and children; and*

Whereas; *The Just One Project is home to the State of Nevada's largest mobile market, in which the organization's volunteers have provided food and fresh groceries to 20 areas of the Southern Nevada valley that are considered "food deserts" – areas that do not have easy or accessible access to a supermarket or grocery store in their neighborhood; and*

Therefore; *we, the Mayor and Members of the Las Vegas City Council, do hereby take great pride in proclaiming September 1st, 2021, as:*

"The Just One Project Day"

In The City of Las Vegas we call all citizens to observe this day.

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony

Councilwoman Michele Fiore

Councilman Cedric Crear

Councilman Brian Knudsen

Councilwoman Victoria Seaman

Councilwoman Olivia Díaz

Submitted at Meeting
Date: 9/1/2021 Item: 6

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
7

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
8

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For Possible Action - Any items from the 9:30 a.m. session that the Council, staff and/or the applicant wish to be stricken, tabled, withdrawn or held in abeyance to a future meeting may be brought forward and acted upon at this time.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
9

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

SUBJECT:
For possible action to approve the Final Minutes by reference of the August 4, 2021 Regular City Council Meeting

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
10

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

SUBJECT:
For possible action to approve settlement of Sonia Patricia Quintero-Rodriguez v. Matthew Tranell Marshall, City of Las Vegas, Case No. A-20-818106-C in the Eighth Judicial District Court ($77,500 - Tort Liability Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $77,500
Funding Source: Tort Liability Fund
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
On or about July 22, 2020, the City and City employee Matthew Marshall were served with copies of a Summons and the Complaint in Sonia Patricia Quintero-Rodriguez v. Matthew Tranell Marshall, City of Las Vegas. Claimant's allegations concerned personal injuries allegedly caused by an automobile accident with a vehicle owned by the City of Las Vegas. Following lengthy discovery, Claimant agreed to accept a total of $77,500 as a complete settlement and release of all of her claims against the City.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
11

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

SUBJECT:
For possible action to approve settlement of Daniel Markosky v. Kelly Smith, City of Las Vegas, Case No. A-20-826824-C in the Eighth Judicial District Court ($90,000 - Tort Liability Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $90,000
Funding Source: Tort Liability Fund
Dept./Division: Operations and Maintenance

PURPOSE/BACKGROUND:
On or about December 24, 2020, the City and City employee Kelly Smith were served with copies of a Summons and the Complaint in Daniel Markosky v. Kelly Smith, City of Las Vegas. Claimant's allegations concerned personal injuries allegedly caused by an automobile accident with a vehicle owned by the City of Las Vegas. Following lengthy discovery, Claimant agreed to accept a total of $90,000 as a complete settlement and release of all of his claims against the City.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
None

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
12

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

SUBJECT:
For possible action to approve settlement of Chetak Development v. City of Las Vegas, Case No. A-21-828782-C in the Eighth Judicial District Court - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On or about May 24, 2021, the City was served with copies of a Summons and the Complaint in Chetak Development v. City of Las Vegas. Claimant's allegations concerned alleged First Amendment and Equal Protection violations related to the City's enforcement of restrictions on "off-premises" advertising on Plaintiffs sign. The parties reached an agreement regarding the interpretation and enforcement of relevant City Code provisions which resolved Plaintiffs complaints entirely.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Settlement Agreement

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is entered into by and between Chetak Development, Inc., a Nevada Corporation, ("Chetak"), the owner of real property described below and doing business as Fun City and the Sahara Paradise Shopping Center, and the City of Las Vegas, a political subdivision of the State of Nevada ("City of Las Vegas") (collectively the "Parties").

SECTION I -- PURPOSE

The parties hereto understand that Chetak Development, Inc., ("Chetak"), has filed a Complaint against the City of Las Vegas arising out of an enforcement action instituted regarding a digital advertising display on APN 16203410007. As a compromise and without admitting liability, the parties have agreed to settle and resolve all claims set forth in the Complaint for the consideration set forth below.

SECTION II -- AGREEMENT

The underlying dispute between the parties centers on what is defined as "on-premise" advertising that is permissible on the digital advertising display on APN 16203410007, i.e., whether it is restricted to tenants on that parcel or whether it also encompasses tenants on the 3 adjoining parcels owned by Chetak, i.e., APN 16203411011, APN 16203411010 and APN 16203411009. The City of Las Vegas Uniform Development Code ("UDC") (19.18.020-Definitions), defines an "on-premise sign" as "[a]ny sign advertising or announcing any place, product, goods, services, idea or statement whose subject is available or located at or on the lot, same site, or within the same Master Sign Plan area where the sign is erected or placed. In this case given that there was a vacation of the alley dividing the parcels in 2003 (i.e., VACE 20030730:3596), the City of Las Vegas agrees that these 4 parcels together shall be considered the "same site" for the purposes of the UDC definition of "on-premise advertising," and, as such, the tenants of the "site" may be considered "on premise" entities and allowed to display advertising on the digital advertising display on APN 16203410007. The City of Las Vegas agrees that any tenant that now, or in the future, leases space on any of the 4

parcels shall be considered an "on-premise" advertiser for itself and/or any product or services sold by the tenant, including but not limited to Essence, the Strip Gun Club, McDonalds, Releaf, Bourbon Street and/or 7-11. Chetak acknowledges and agrees that the digital advertising display on APN 16203410007 is not, for any purposes whatsoever, an "off-premise sign" as defined by the UDC and that it will not allow other advertisers that are not tenants or placing advertisements for goods or services sold by a tenant to appear on the digital advertising display on APN 16203410007 (e.g., attorney advertising shall be prohibited unless an attorney becomes a tenant at one of the 4 parcels). The City of Las Vegas agrees that the pending violation shall be removed and Chetak Development agrees to dismiss the pending lawsuit within 10 business days of execution of this Agreement and obtaining of any required governmental approvals.

SECTION III -- COUNTERPARTS

The Settlement Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute a single document.

SECTION IV -- ENTIRE AGREEMENT

This Settlement Agreement, together with all other documents referenced herein, constitute the entire understanding of the parties and all prior negotiations and verbal agreements are merged herein. This Settlement Agreement shall not be modified except in writing executed by all parties hereto.

SECTION V -- NOTICE

When notice to another party is required under this Settlement Agreement, written notice by certified mail, return receipt requested, or federal express, shall be sent as follows:

1. If to Chetak Development, Inc.:
   Will Kemp
   Kemp Jones
   3800 Howard Hughes Parkway, #1700
   Las Vegas, NV 89169

2. If to City of Las Vegas:
Bryan Scott, City Attorney
Jeffrey L. Galliher, Deputy City Attorney
495 South Main Street, Sixth Floor
Las Vegas, NV 89101

Any party may change the person to whom notice is to be sent by sending a registered, return receipt-requested letter to each of the other persons listed above.

SECTION VI -- AUTHORITY TO EXECUTE

The individuals executing this Settlement Agreement hereby warrant and represent that they have authority to enter into this Settlement Agreement on behalf of the entities that they represent.

SECTION VII -- SUCCESSORS AND HEIRS

The parties agree that this Settlement Agreement is binding upon any and all successors or heirs of all parties.

IN WITNESS WHEREOF, the parties signify their agreement by their signatures below on the dates indicated.

Read and approved:

DATED this ____ day of _____, 2021. CHETAK DEVELOPMENT, INC

_____
Will Kemp, President

DATED this ____ day of _____, 2021. CITY OF LAS VEGAS

_____
Hon. Carolyn G. Goodman, Mayor

APPROVED as to form and content: CITY ATTORNEY'S OFFICE

_____
Jeffrey L. Galliher, Deputy City Attorney

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
13

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

SUBJECT:
For possible action to approve continued funding for McDonald Carano to represent the City of Las Vegas in an action filed against it by 180 Land Company, LLC, Case No. A-17-758528-J, in the Eighth Judicial District Court, concerning the denial of several land use applications for the development of a portion of the former Badlands Golf Course for an amount not-to-exceed $200,000 and Case No. A-18-780184-C, in the Eighth Judicial District Court challenging the City's Parks/Recreation/Open Space designation on 65 acres generally located south of Alta Drive, east of Hualapai Way and north of Charleston Boulevard and alleging an action for inverse condemnation for an amount not-to-exceed $100,000 (General Fund) - Ward 2 (Seaman)

FISCAL IMPACT:
Budget Funds Available
Amount: $300,000
Funding Source: General Fund
Dept./Division: City Attorney

PURPOSE/BACKGROUND:
180 Land Company, LLC submitted applications to develop a 35-acre portion of the former Badlands Golf Course. On June 21, 2017, the City Council denied the applications, after which 180 Land filed a petition for judicial review challenging the denial along with an original action alleging various inverse condemnation claims. On April 17, 2018, the City Manager authorized McDonald Carano to begin defending the City of Las Vegas in this action and authorized fees up to $49,999. On June 20, 2018, December 19, 2018, April 3, 2019, July 17, 2019, December 18, 2019, February 19, 2020, April 15, 2020, June 17, 2020, November 18, 2020, and February 17, 2021, the City Council authorized additional funding. Due to the circumstances of this litigation, legal fees will likely soon exceed $1,400,000.

180 Land Company, LLC filed an action challenging the City's Parks/Recreation/Open Space designation on 65 acres generally located south of Alta Drive, east of Hualapai Way and north of Charleston Boulevard and alleged an action for inverse condemnation. On September 11, 2018, the City Manager authorized McDonald Carano to begin defending the City of Las Vegas in this action and authorized fees up to $49,999. On May 15, 2019, and October 7, 2020, the City Council authorized additional funding of $100,000. Those appropriations totaling $249,999 are about to be depleted, and additional funds are necessary to continue the City's defense.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. McDonald Carano Engagement Letters

McDONALD CARANO

George F. Ogilvie III

Reply to Las Vegas

August 10, 2021

VIA ELECTRONIC MAIL

Philip R. Byrnes
City Attorney's Office
City of Las Vegas
495 South Main Street, 6th Floor
Las Vegas, NV 89101
pbyrnes@lasvegasnevada.gov

Re: Engagement for 180 Land Company, LLC, et al. v. City of Las Vegas Case No. A-17-758528-J

Dear Mr. Byrnes and Mr. Floyd,

McDonald Carano LLP ("the Firm") is pleased to continue its representation of the City of Las Vegas ("Client") with respect to Nevada law matters described below. Experience has shown the attorney client relationship works best when there is a formal, mutual understanding about fees, payment terms and the scope of services to be provided. This letter ("Agreement") constitutes the agreement relating to the services our firm has agreed to provide. The terms and conditions of our engagement are as follows:

I. Scope of Engagement

The scope of the Firm's engagement (the "Engagement") involves representing the Client in the inverse condemnation action brought on behalf of 180 Land Company, LLC in the Eighth Judicial District Court, Case No. A-17-758528-J. The services to be provided by the Firm in connection with the Engagement will encompass all services normally and reasonably associated with this type of Engagement that the Firm is requested and able to provide and that are consistent with the ethical obligations of the Firm and its attorneys.

The scope of this Engagement does not include any other types of legal work other than that described above. If Client requests our assistance with any matters other than described above, we may request a separate engagement letter for such work. If no separate engagement letter is executed, however, the terms and conditions set forth herein shall apply to all such work and remain binding on both of us.

II. Personnel

I will be principally responsible for and actively involved in the Engagement. We anticipate the litigation team to consist of Christopher Molina and me (in addition to Client's separate engagement of Shute, Mihaly & Weinberger, LLP). Additional lawyers or paralegals may be involved as needed. Whenever appropriate and consistent with the proper representation of our clients, we use paralegals, investigators, junior attorneys and staff members in order to minimize the impact of the hourly rates of more senior attorneys. We believe that doing so enables us to economically and efficiently maintain the high quality of our legal representation.

III. Fees and Expenses

The rates for our services and other charges are set forth in the attached Schedule of Terms and Conditions. These rates reflect a discount from our standard rates. Our services will be rendered at the Firm's standard hourly rates for other personnel (such as paralegals and assistants) applicable at the time services are rendered. The time charges will be for all time actually expended. In addition to charges for legal services, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services. We generally review our hourly rates annually and, if appropriate, adjust them effective January to reflect increases in seniority, experience and other relevant factors.

While we may estimate fees to assist Client in planning, such estimates are subject to change and are not binding unless otherwise expressly stated in writing. The City Manager previously approved a prior contract for this Engagement, the terms of which were not to exceed Forty-Nine Thousand Nine Hundred Ninety-Nine and 99/100 dollars ($49,999). The City Council subsequently approved ten additional engagement agreements totaling One Million Three Hundred Fifty Thousand Dollars ($1,350,000). This Agreement is submitted for approval by the Las Vegas City Council for an additional Two Hundred Thousand Dollars ($200,000) in fees and costs over and above the previously approved One Million Four Hundred Thousand Dollars ($1,400,000). The approval of this twelfth contract is necessary due to the nature of the Engagement. We understand that additional approval will be needed should fees and costs exceed the amount of this eleventh contract.

For this Engagement, we will waive any requirement for a retainer.

Our firm has always operated on the basis that we will deliver the best possible legal services in a timely fashion and at a reasonable price. In return, we request that upon receipt, Client review our statements to determine if there are any questions or comments regarding them. If so, please call us.

IV. Conflict Waivers and Related Matters.

Attorneys owe duties of loyalty and of confidentiality to their clients. It is unavoidable that, from time to time, conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these circumstances, we are required, to disclose the conflicts to our clients, former clients and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed.

A. Waiver For "Permitted Adverse Representations"

The Firm represents a broad base of clients on a variety of matters. Absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect Client's ability and the ability of other clients to choose the Firm as its counsel and preclude the Firm from representing Client or other clients in pending or future matters. Given that possibility, and desiring to be fair both to Client and other clients, this letter will confirm our mutual agreement that the Firm may represent other present or future clients on matters other than those for which it had been or is then engaged by Client, whether or not on a basis adverse to Client or any affiliate, including litigation, land use or entitlement applications and public hearings, appearances before Client's governing bodies on any matters, and legal or other proceedings or matters (referred to as "Permitted Adverse Representation"). Specific waivers are set forth in Part C below. Client agrees that it will not assert the Firm's representation of Client as a basis for disqualifying the Firm from representing another party in any Permitted Adverse Representation and agree that any Permitted Adverse Representation does not constitute a breach of duty. Before taking on any new Permitted Adverse Representation, the Firm must first obtain client approval, which approval shall not be unreasonably withheld.

B. Affiliates and Related Parties

Unless otherwise agreed to in writing, the Firm is only representing the Client named in this engagement letter and not the Client's relatives, affiliates, subsidiaries, partners, joint venturers, employees, directors, officers, shareholders, members, owners, agencies, departments, or divisions. Accordingly, the Firm may be adverse to these related parties or their legal interests, unless precluded by reason of the Rules of Professional Conduct. We anticipate, however, that in the course of our representation of the Client in this Engagement we may provide information or advice to the Client's directors, officers or employees in their corporate capacities.

C. Specific Waivers

The Firm has represented and continues to represent Newland Real Estate Group, LLC and its related entities, CenturyLink, and XO Communications, Inc. and Nevada Museum of Art, Inc. in matters where the Client is the other party, or potentially an adverse party (the "Specific Parties"). Nevada Supreme Court Rule 1.7 provides that a lawyer shall not represent a client if the representation of that client will be directly adverse to another client unless such client consents in writing. We understand the Client and the Specific Parties have no objection to our Firm representing Client on the Engagement, in addition to the Firm's continued representation of the Specific Parties in matters adverse to the City. We do not believe an actual conflict of interest would arise under our Nevada Rules of Professional Conduct from representing the Client on the Engagement and representing the Specific Parties on other matters because our work for the Client in connection with the Engagement is not related to our work for the Specific Parties on other matters, nor are we representing other parties in the same transaction or litigation. However, we may have an actual concurrent conflict of interest in the future if any disputes arose between the Client and any of the Specific Parties, or if any adversarial proceeds or negotiations between the parties ensued. In any such case, we require the ability to continue to represent the Specific Parties, as "Permitted Adverse Representations," without disqualification by the Client based on any asserted conflicts of interest applicable to the Firm. We ask that you discuss this request with your counsel, and that based on the advice of your counsel, you agree at this time and at any such future time to waive any such conflicts. The Firm would not, in any case, represent the Client in any such matters. In accord with Nevada Supreme Court Rule 1.7, by its signatures below, the Client hereby consents to our Firm representing the Client in the Engagement and the Specific Parties in other matters, now and hereafter, that may be adverse to the Client, and waives any actual or potential conflicts arising from such representation and the Firm's continued representation of the Specific Parties.

Based upon the disclosure of the names of persons and entities potentially involved in this matter, we have not discovered any other actual or potential conflict that requires further action before undertaking our representation. Please advise us, at or before the time you return the signed copy of this letter, if you know of any other individuals or entities that may be involved in this matter. In addition, please inform us at once if you learn in the future of other persons or entities who may be involved so we can make a conflict of interest search with respect to them.

V. Other Terms.

The general terms and conditions of our representation are set forth in the attached schedule of General Terms and Conditions, which are incorporated into this agreement by reference. If this letter is satisfactory, please confirm your agreement to the terms of this engagement letter and

attached schedule by signing this letter and returning it to us. If this letter does not accurately reflect your understanding of the terms of our agreement, please call me promptly so that we may discuss it further.

We recognize that you have the opportunity to obtain services from other firms, and very much appreciate that you have chosen our Firm. We will endeavor to represent you promptly and efficiently, and look forward to the opportunity of working with you.

Sincerely,

McDONALD CARANO LLP

/s/ George F. Ogilvie III

George F. Ogilvie III, Esq.

GFO/jj

CLIENT'S AGREEMENT TO
TERMS AND CONDITIONS OF REPRESENTATION

I hereby acknowledge that the City Council has had an adequate opportunity to review and understand the above **engagement letter and accompanying schedule ofterms and conditions**, and that I am duly authorized by the City of Las Vegas as its Mayor to bind it and execute this Agreement on its behalf pursuant to Section 3.010 of the City's Charter. Therefore, the City of Las Vegas agrees to be legally bound by the terms, limitations and conditions, including without limitation the conflict waivers and dispute resolution procedures, set forth therein.

Date:_____, 2021.

APPROVED

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

_____
Philip R. Byrnes, Date 8/17/21
Chief Deputy City Attorney

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Engagement: City of Las Vegas adv. 180 Land Company, LLC, Case No. A-17-758528-J

2. Hourly Rates For Personnel

George Ogilvie (Partner): $550
Christopher Molina (Associate): $300
Other partners: $400
Other associates: $300

3. Billing Increments: We charge for our time in minimum units of 1/10 hours.

4. Costs and Expenses.

In-office photocopying	$ .25 per page
Mileage	Current IRS Rate
Computerized legal research	$5.00 per minute

Clerical staff overtime necessary for extraordinary matters will be charged at 1.5 times the base hourly rate. The base hourly rates for clerical personnel presently range between $15.00 and $20.00.

5. Billing Statements; Carrying Charges. Billing statements will normally be rendered to Client on a monthly basis. Fees will generally be billed within thirty (30) days following the month in which the services are rendered, and disbursements and other charges will generally be billed within thirty (30) to sixty (60) days after they are incurred by us. Payment is due upon Client's receipt of our statement, and is not contingent upon the outcome or completion of a matter for which the firm has been engaged. The Firm does not extend credit to clients. If fees are not paid promptly (within 30 days of the date of invoice), a carrying charge of 1.5% per month (subject to adjustment from time to time as indicated in our billing statements) will be assessed on the unpaid balance of the statement from the date of invoice. Payments will be accepted by cash, check, money order, bank draft, wire transfer and credit card.

6. IOLTA Participation. The Firm will maintain and safeguard a trust account from which any interest earnings are forwarded to the IOLTA program run by the Nevada Law Foundation. Any interest earned on your trust fund balance will be forwarded to the program.

7. Rates Subject to Change. The rates on this schedule are subject to change on thirty (30) days written notice. If Client declines to pay any increased rates, we reserve the right to withdraw.

8. No Guarantees. We must emphasize that it is impossible to provide any promise or guarantee about the outcome of your representation. Nothing in this Agreement or any statements by our staff or attorneys constitute a promise or guarantee. Any comments about the outcome of your matter are expressions of opinion only.

9. Communication. During the course of our representation, we will endeavor to keep Client fully advised as to the status and progress of this matter and our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. We will send copies of all material documents generated in connection with our representation, and I ask that you call the Firm, at any time, should Client wish to discuss the matter, our invoices or bills, or any other aspect of this representation. If, for some reason, I am not available, another attorney in this office will generally be available and familiar with the matter sufficiently to consult with Client as desired. Client agrees that all means of communication are, to some degree, susceptible to misdirection, delay or interception, and E-mail, facsimile transmissions and cellular telephone communications present special risks of inadvertent disclosure. However, in order to maximize speed, efficiency, and convenience of these methods of communication in this matter, Client consents to our use of E-mail, cellular phones, and facsimile transmissions communications in representing Client in this matter.

10. Fees Disputes. Under Nevada law, Client has the right to request arbitration of any fee dispute before a committee selected by the State Bar known as a "fee dispute" committee. By signing this Agreement, and unless otherwise agreed in writing by Client and Firm or unless otherwise decided by a Nevada court of competent jurisdiction on a motion for the award of fees, any dispute about the amount or payment of legal fees or costs in this Engagement shall be submitted for final and binding arbitration before the Fee Dispute Committee of the State Bar of Nevada ("Bar Arbitration"). Such Bar Arbitration shall determine only the issue of the amount of fees and charges properly chargeable to Client, and such Bar Arbitration shall have no effect on any claims for affirmative relief based on alleged professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud or violation of any statute, which such claims shall be solely determined in a binding arbitration proceeding by a retired judge or justice without regard to the result of any Bar Arbitration.

11. Records and File Retention. All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy not to retain records for more than seven (7) years from the date the matter is closed. Upon prior written request, we will return records to Client prior to destruction. As it is not

administratively feasible to advise Client of record disposal, we recommend Client maintain its own files for reference. If Client has any questions concerning record retention, please contact us.

12. Client Responsibilities. Client agrees to cooperate with us, to keep us informed of all developments material to the Engagement (especially communication to or from other legal counsel, material undertakings, and agreements), to communicate and disclose fully all relevant matters relating to our Engagement, to abide by this agreement, and to advise the firm concerning any disputed fee or cost charged in this matter. Our firm will rely upon materials and matters provided and communicated to us by Client, its agents, and other representatives, as well as your representations to us that arise during the course of our representation of Client in this matter. The firm undertakes no obligation or duty of independent inquiry to confirm or verify such representations and matters. It is extremely important that Client provide us with complete and accurate information on a timely basis since our representation, analysis and advice to Client will be based upon such information, and could change if factual circumstances are different.

13. Termination. Client has a right at any time to terminate our services and representation upon written notice to the Firm, and we may also terminate our services upon written notice at any time for any reason. Client remains liable for all unpaid charges for services provided and expenses advanced or incurred prior to the date of termination or withdrawal. If Client does not meet its obligation of timely payments or deposits under this engagement letter, we reserve the right to suspend services and/or withdraw from representation on that basis alone, subject to any required judicial, administrative, or other approvals. In the event of termination, Client agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal. In addition, our representation will end at the earliest of (a) Client's termination of our representation; (b) our withdrawal or termination; or (c) unless we are engaged to represent Client in other matters, upon substantial completion of our work on the Engagement whether or not we send Client a letter to confirm the termination of our representation. Unless subsequently re-engaged, we undertake no further responsibility to advise Client concerning developments which may impact your matter and the legal representation we provided to Client. From time to time, we may provide Client general topical information concerning recent legal developments as a courtesy. These communications do not create an attorney client relationship nor should it be construed as legal advice or an opinion on specific situations. If Client does not wish to receive future law updates and alerts, please contact the Firm asking to be removed from the mailing list.

14. MERITAS. Our firm is a member of MERITAS ("Meritas") which is a network of over 185 independent commercial law firms located in major cities throughout the world. Meritas members are not engaged in the joint practice of law and do not share fees among themselves. Membership in Meritas gives us, and our clients, access to legal resources in other jurisdictions so

that our clients' need for legal services can be handled virtually anywhere our clients conduct business. We will only utilize the services of another Meritas firm in this matter with Client's express knowledge and consent. Further information about Meritas can be obtained at the organization's website at www.meritas.org.

15. Governmental Affairs. In addition to the services already set forth in this engagement letter, the Firm may need to utilize the expertise of our Governmental Affairs Team to advance the objectives of Client's engagement with the Firm. Be advised that prior to requesting assistance from the Governmental Affairs Team Client will be counseled as to why this is necessary and/or advisable and be given an opportunity to elect their services. The fee for the members of our Governmental Affairs Team is included above and are in addition to fees for legal services.

16. Electronic Discovery Services. Lawsuits today involve the production of all available electronic information relating to the subject matter of the lawsuit, including documents, e-mails, text messages, photographs and other digital materials, commonly referred to as Electronically Stored Information ("ESI"), stored on servers, desktop computers, laptop computers, tablets and smart phones. Both Client and the opposing party will be required to produce all ESI as part of the discovery process. The production of ESI involves the collection, processing, review, analysis and production of all ESI relevant to the litigation, which can amount to thousands of documents. Many third-party vendors provide E-Discovery services to law firms and their clients. The Firm also provides E-Discovery services to its clients through our eDiscovery section, within our IT Department. Whether provided by the Firm or an outside provider, the Firm utilizes E-Discovery technology for keyword searching, deduplication and email threading to locate responsive and privileged documents in a more cost efficient and accelerated manner. Handling E-Discovery through the Firm can result in substantial savings to Client. The fees charged by the Firm are set forth on the term sheet attached hereto as Exhibit "A". If and when it becomes necessary to utilize E-Discovery services, the responsible Firm attorney handling your case will discuss this with you. If Client elects to use the Firm, a separate service agreement will be required to be executed by Client with the Firm to define the scope of the services and the cost of such services. In addition to the attorney's fees charged by the Firm, Client will be responsible for all costs and expenses relating to E-Discovery, whether provided by the Firm or an outside provider.

17. Written Advice Regarding Federal Tax Issues. Whenever we provide Client with written advice concerning the federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer property, or the value of property for federal tax purposes, we are subject to stringent requirements imposed by the United States Treasury Department on all tax practitioners, including attorneys. These rules cover much more than formal legal opinions and may apply to any writing relating to any Internal Revenue code matter, including communications via e-mail and fax. If we fail to comply with these rules, we may (under

certain circumstances) be suspended or disbarred from practice before the Internal Revenue Service, be publicly censured or fined (to the extent that the Secretary of Treasury promulgates regulations requiring any such fines or penalties). Therefore, if during the course of this engagement, we provide written advice regarding any arrangement the principal purpose of which is the avoidance or evasion of any tax imposed by the Internal Revenue Code, such writing must comply with the rigorous standards of review and disclosure (including enhanced factual and legal due diligence) which are now required by the Treasury Department. If tax avoidance is not the principal purpose of an arrangement but is a significant purpose, our written advice must also adhere to the same rules, unless we include a prominent disclosure stating that the writing was not intended or written by us to be used, and it cannot be used by Client or anyone else for the purpose of avoiding taxpayer penalties. It is for this reason that certain written communications to Client, including emails and faxes, will contain the following disclosure statement: "Any Federal tax advice contained herein is not intended or written to be used, and cannot be used by Client or any other person, for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Code. This disclosure is made in accordance with the rules of Treasury Department Circular 230 governing standards of practice before the Internal Revenue Service. Any written statement contained herein relating to any Federal tax transaction or matter may not be used by any person without our express prior written permission to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed herein. No advice contained herein may be relied upon or utilized by any person for any purpose except as expressly and affirmatively stated herein without the prior written consent in each instance of a partner of this firm."

18. Miscellaneous. This Agreement is governed by Nevada law and sets forth our entire agreement for rendering professional services. It can be amended or modified only in writing. Each party signing this Agreement is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. We are not advising Client with respect to this Agreement because we would have a conflict of interest in doing so. If Client wishes advice, Client should consult independent counsel of Client's choice.

Exhibit A

McDonald Carano Ediscovery
Schedule of Costs

E-Discovery Service	Unit	Price
PROCESSING		
ESI (Electronically Stored Information) Processing (includes metadata extraction, optical character recognition, image generation, deduplication, and analytics)	Per GB	$100*
STORAGE		
Monthly hosting (for cases from 0–5 GB)	Flat fee per month	$100
Monthly hosting (for cases from 5–99 GB)	Per GB per month	$20
Monthly hosting (for cases from 100–499 GB)	Per GB per month	$18
Monthly hosting (for cases larger than 500 GB)	Per GB per month	$15
PRODUCTIONS		
TIFF or PDF export (includes redactions and endorsements)	Per GB	$250*
Optical media, flash drives, secure transfer	Per item	$0
External hard drive (for productions larger than 32 GB)	Per item	$75

* For Processing and Production jobs, the Firm charges based on a 1 GB project minimum.

McDONALD CARANO

George F. Ogilvie III

Reply to Las Vegas

August 10, 2021

VIA ELECTRONIC MAIL

Philip R. Byrnes
City Attorney's Office
City of Las Vegas
495 South Main Street, 6th Floor
Las Vegas, NV 89101
pbyrnes@lasvegasnevada.gov

Re: Engagement for 180 Land Company, LLC, et al. v. City of Las Vegas Case No. A-18-780184-C

Dear Mr. Byrnes,

McDonald Carano LLP ("the Firm") is pleased to continue its representation of the City of Las Vegas ("Client") with respect to Nevada law matters described below. Experience has shown the attorney client relationship works best when there is a formal, mutual understanding about fees, payment terms and the scope of services to be provided. This letter ("Agreement") constitutes the agreement relating to the services our firm has agreed to provide. The terms and conditions of our engagement are as follows:

I. Scope of Engagement

The scope of the Firm's engagement (the "Engagement") involves representing the Client in the inverse condemnation action brought on behalf of 180 Land Company, LLC in the Eighth Judicial District Court, Case No. A-18-780184-C. The services to be provided by the Firm in connection with the Engagement will encompass all services normally and reasonably associated with this type of Engagement that the Firm is requested and able to provide and that are consistent with the ethical obligations of the Firm and its attorneys.

The scope of this Engagement does not include any other types of legal work other than that described above. If Client requests our assistance with any matters other than described above, we may request a separate engagement letter for such work. If no separate engagement letter is executed, however, the terms and conditions set forth herein shall apply to all such work and remain binding on both of us.

II. Personnel

I will be principally responsible for and actively involved in the Engagement. We anticipate the litigation team to consist of Christopher Molina and me (in addition to Client's separate engagement of Shute, Mihaly & Weinberger, LLP). Additional lawyers or paralegals may be involved as needed. Whenever appropriate and consistent with the proper representation of our clients, we use paralegals, investigators, junior attorneys and staff members in order to minimize the impact of the hourly rates of more senior attorneys. We believe that doing so enables us to economically and efficiently maintain the high quality of our legal representation.

III. Fees and Expenses

The rates for our services and other charges are set forth in the attached Schedule of Terms and Conditions. These rates reflect a discount from our standard rates. Our services will be rendered at the Firm's standard hourly rates for other personnel (such as paralegals and assistants) applicable at the time services are rendered. The time charges will be for all time actually expended. In addition to charges for legal services, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services. We generally review our hourly rates annually and, if appropriate, adjust them effective January to reflect increases in seniority, experience and other relevant factors.

While we may estimate fees to assist Client in planning, such estimates are subject to change and are not binding unless otherwise expressly stated in writing. The City Manager previously approved an initial contract not to exceed Forty-Nine Thousand Nine Hundred Ninety-Nine and 99/100 Dollars ($49,999.99). The City Council subsequently approved two additional engagement agreements totaling One Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine and 99/100 Dollars ($149,999.99). This Agreement is submitted for approval by the Las Vegas City Council for an additional One Hundred Thousand Dollars ($100,000.00) in fees and costs over and above the previously approved Two Hundred Thousand Dollars ($200,000.00). The approval of this fourth contract is necessary due to the nature of the Engagement. We understand that additional approval will be needed should fees and costs exceed the amount of this third contract.

For this Engagement, we will waive any requirement for a retainer.

Our firm has always operated on the basis that we will deliver the best possible legal services in a timely fashion and at a reasonable price. In return, we request that upon receipt, Client review our statements to determine if there are any questions or comments regarding them. If so, please call us.

IV. Conflict Waivers and Related Matters.

Attorneys owe duties of loyalty and of confidentiality to their clients. It is unavoidable that, from time to time, conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these circumstances, we are required, to disclose the conflicts to our clients, former clients and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed.

A. Waiver For "Permitted Adverse Representations"

The Firm represents a broad base of clients on a variety of matters. Absent an effective conflicts waiver, conflicts of interest may arise that could adversely affect Client's ability and the ability of other clients to choose the Firm as its counsel and preclude the Firm from representing Client or other clients in pending or future matters. Given that possibility, and desiring to be fair both to Client and other clients, this letter will confirm our mutual agreement that the Firm may represent other present or future clients on matters other than those for which it had been or is then engaged by Client, whether or not on a basis adverse to Client or any affiliate, including litigation, land use or entitlement applications and public hearings, appearances before Client's governing bodies on any matters, and legal or other proceedings or matters (referred to as "Permitted Adverse Representation"). Specific waivers are set forth in Part C below. Client agrees that it will not assert the Firm's representation of Client as a basis for disqualifying the Firm from representing another party in any Permitted Adverse Representation and agree that any Permitted Adverse Representation does not constitute a breach of duty. Before taking on any new Permitted Adverse Representation, the Firm must first obtain client approval, which approval shall not be unreasonably withheld.

B. Affiliates and Related Parties

Unless otherwise agreed to in writing, the Firm is only representing the Client named in this engagement letter and not the Client's relatives, affiliates, subsidiaries, partners, joint venturers, employees, directors, officers, shareholders, members, owners, agencies, departments, or divisions. Accordingly, the Firm may be adverse to these related parties or their legal interests, unless precluded by reason of the Rules of Professional Conduct. We anticipate, however, that in the course of our representation of the Client in this Engagement we may provide information or advice to the Client's directors, officers or employees in their corporate capacities.

C. Specific Waivers

The Firm has represented and continues to represent Newland Real Estate Group, LLC and its related entities, CenturyLink, and XO Communications, Inc. and Nevada Museum of Art, Inc. in matters where the Client is the other party, or potentially an adverse party (the "Specific Parties"). Nevada Supreme Court Rule 1.7 provides that a lawyer shall not represent a client if the representation of that client will be directly adverse to another client unless such client consents in writing. We understand the Client and the Specific Parties have no objection to our Firm representing Client on the Engagement, in addition to the Firm's continued representation of the Specific Parties in matters adverse to the City. We do not believe an actual conflict of interest would arise under our Nevada Rules of Professional Conduct from representing the Client on the Engagement and representing the Specific Parties on other matters because our work for the Client in connection with the Engagement is not related to our work for the Specific Parties on other matters, nor are we representing other parties in the same transaction or litigation. However, we may have an actual concurrent conflict of interest in the future if any disputes arose between the Client and any of the Specific Parties, or if any adversarial proceeds or negotiations between the parties ensued. In any such case, we require the ability to continue to represent the Specific Parties, as "Permitted Adverse Representations," without disqualification by the Client based on any asserted conflicts of interest applicable to the Firm. We ask that you discuss this request with your counsel, and that based on the advice of your counsel, you agree at this time and at any such future time to waive any such conflicts. The Firm would not, in any case, represent the Client in any such matters. In accord with Nevada Supreme Court Rule 1.7, by its signatures below, the Client hereby consents to our Firm representing the Client in the Engagement and the Specific Parties in other matters, now and hereafter, that may be adverse to the Client, and waives any actual or potential conflicts arising from such representation and the Firm's continued representation of the Specific Parties.

Based upon the disclosure of the names of persons and entities potentially involved in this matter, we have not discovered any other actual or potential conflict that requires further action before undertaking our representation. Please advise us, at or before the time you return the signed copy of this letter, if you know of any other individuals or entities that may be involved in this matter. In addition, please inform us at once if you learn in the future of other persons or entities who may be involved so we can make a conflict of interest search with respect to them.

V. Other Terms.

The general terms and conditions of our representation are set forth in the attached schedule of General Terms and Conditions, which are incorporated into this agreement by reference. If this letter is satisfactory, please confirm your agreement to the terms of this engagement letter and attached schedule by signing this letter and returning it to us. If this letter does not accurately

reflect your understanding of the terms of our agreement, please call me promptly so that we may discuss it further.

We recognize that you have the opportunity to obtain services from other firms, and very much appreciate that you have chosen our Firm. We will endeavor to represent you promptly and efficiently, and look forward to the opportunity of working with you.

Sincerely,

McDONALD CARANO LLP

/s/ George F. Ogilvie III

George F. Ogilvie III, Esq.

GFO/jj

CLIENT'S AGREEMENT TO
TERMS AND CONDITIONS OF REPRESENTATION

I hereby acknowledge that the City Council has had an adequate opportunity to review and understand the above **engagement letter and accompanying schedule of terms and conditions**, and that I am duly authorized by the City of Las Vegas as its Mayor to bind it and execute this Agreement on its behalf pursuant to Section 3.010 of the City's Charter. Therefore, the City of Las Vegas agrees to be legally bound by the terms, limitations and conditions, including without limitation the conflict waivers and dispute resolution procedures, set forth therein.

Date:_____, 2021.

APPROVED

CITY OF LAS VEGAS

By: _____
Carolyn G. Goodman, Mayor

ATTEST:

_____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

_____
Philip R. Byrnes, Date 8/17/21
Chief Deputy City Attorney

GENERAL TERMS AND CONDITIONS OF ENGAGEMENT

1. Engagement: City of Las Vegas adv. 180 Land Company, LLC, Case No. A-17-758528-J

2. Hourly Rates For Personnel

George Ogilvie (Partner): $550
Christopher Molina (Associate): $300
Other partners: $400
Other associates: $300

3. Billing Increments: We charge for our time in minimum units of 1/10 hours.

4. Costs and Expenses.

In-office photocopying	$ .25 per page
Mileage	Current IRS Rate
Computerized legal research	$5.00 per minute

Clerical staff overtime necessary for extraordinary matters will be charged at 1.5 times the base hourly rate. The base hourly rates for clerical personnel presently range between $15.00 and $20.00.

5. Billing Statements; Carrying Charges. Billing statements will normally be rendered to Client on a monthly basis. Fees will generally be billed within thirty (30) days following the month in which the services are rendered, and disbursements and other charges will generally be billed within thirty (30) to sixty (60) days after they are incurred by us. Payment is due upon Client's receipt of our statement, and is not contingent upon the outcome or completion of a matter for which the firm has been engaged. The Firm does not extend credit to clients. If fees are not paid promptly (within 30 days of the date of invoice), a carrying charge of 1.5% per month (subject to adjustment from time to time as indicated in our billing statements) will be assessed on the unpaid balance of the statement from the date of invoice. Payments will be accepted by cash, check, money order, bank draft, wire transfer and credit card.

6. IOLTA Participation. The Firm will maintain and safeguard a trust account from which any interest earnings are forwarded to the IOLTA program run by the Nevada Law Foundation. Any interest earned on your trust fund balance will be forwarded to the program.

7. Rates Subject to Change. The rates on this schedule are subject to change on thirty (30) days written notice. If Client declines to pay any increased rates, we reserve the right to withdraw.

8. No Guarantees. We must emphasize that it is impossible to provide any promise or guarantee about the outcome of your representation. Nothing in this Agreement or any statements by our staff or attorneys constitute a promise or guarantee. Any comments about the outcome of your matter are expressions of opinion only.

9. Communication. During the course of our representation, we will endeavor to keep Client fully advised as to the status and progress of this matter and our recommendations as to an appropriate course of action in view of the facts, circumstances and issues involved. We will send copies of all material documents generated in connection with our representation, and I ask that you call the Firm, at any time, should Client wish to discuss the matter, our invoices or bills, or any other aspect of this representation. If, for some reason, I am not available, another attorney in this office will generally be available and familiar with the matter sufficiently to consult with Client as desired. Client agrees that all means of communication are, to some degree, susceptible to misdirection, delay or interception, and E-mail, facsimile transmissions and cellular telephone communications present special risks of inadvertent disclosure. However, in order to maximize speed, efficiency, and convenience of these methods of communication in this matter, Client consents to our use of E-mail, cellular phones, and facsimile transmissions communications in representing Client in this matter.

10. Fees Disputes. Under Nevada law, Client has the right to request arbitration of any fee dispute before a committee selected by the State Bar known as a "fee dispute" committee. By signing this Agreement, and unless otherwise agreed in writing by Client and Firm or unless otherwise decided by a Nevada court of competent jurisdiction on a motion for the award of fees, any dispute about the amount or payment of legal fees or costs in this Engagement shall be submitted for final and binding arbitration before the Fee Dispute Committee of the State Bar of Nevada ("Bar Arbitration"). Such Bar Arbitration shall determine only the issue of the amount of fees and charges properly chargeable to Client, and such Bar Arbitration shall have no effect on any claims for affirmative relief based on alleged professional malpractice, errors or omissions, breach of contract, breach of fiduciary duty, fraud or violation of any statute, which such claims shall be solely determined in a binding arbitration proceeding by a retired judge or justice without regard to the result of any Bar Arbitration.

11. Records and File Retention. All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy not to retain records for more than seven (7) years from the date the matter is closed. Upon prior written request, we will return records to Client prior to destruction. As it is not administratively feasible to advise Client of record disposal, we recommend Client maintain its own files for reference. If Client has any questions concerning record retention, please contact us.

12. Client Responsibilities. Client agrees to cooperate with us, to keep us informed of all developments material to the Engagement (especially communication to or from other legal counsel, material undertakings, and agreements), to communicate and disclose fully all relevant matters relating to our Engagement, to abide by this agreement, and to advise the firm concerning any disputed fee or cost charged in this matter. Our firm will rely upon materials and matters provided and communicated to us by Client, its agents, and other representatives, as well as your representations to us that arise during the course of our representation of Client in this matter. The firm undertakes no obligation or duty of independent inquiry to confirm or verify such representations and matters. It is extremely important that Client provide us with complete and accurate information on a timely basis since our representation, analysis and advice to Client will be based upon such information, and could change if factual circumstances are different.

13. Termination. Client has a right at any time to terminate our services and representation upon written notice to the Firm, and we may also terminate our services upon written notice at any time for any reason. Client remains liable for all unpaid charges for services provided and expenses advanced or incurred prior to the date of termination or withdrawal. If Client does not meet its obligation of timely payments or deposits under this engagement letter, we reserve the right to suspend services and/or withdraw from representation on that basis alone, subject to any required judicial, administrative, or other approvals. In the event of termination, Client agrees to take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal. In addition, our representation will end at the earliest of (a) Client's termination of our representation; (b) our withdrawal or termination; or (c) unless we are engaged to represent Client in other matters, upon substantial completion of our work on the Engagement whether or not we send Client a letter to confirm the termination of our representation. Unless subsequently re-engaged, we undertake no further responsibility to advise Client concerning developments which may impact your matter and the legal representation we provided to Client. From time to time, we may provide Client general topical information concerning recent legal developments as a courtesy. These communications do not create an attorney client relationship nor should it be construed as legal advice or an opinion on specific situations. If Client does not wish to receive future law updates and alerts, please contact the Firm asking to be removed from the mailing list.

14. MERITAS. Our firm is a member of MERITAS ("Meritas") which is a network of over 185 independent commercial law firms located in major cities throughout the world. Meritas members are not engaged in the joint practice of law and do not share fees among themselves. Membership in Meritas gives us, and our clients, access to legal resources in other jurisdictions so that our clients' need for legal services can be handled virtually anywhere our clients conduct business. We will only utilize the services of another Meritas firm in this matter with Client's express knowledge and consent. Further information about Meritas can be obtained at the organization's website at www.meritas.org.

15. Governmental Affairs. In addition to the services already set forth in this engagement letter, the Firm may need to utilize the expertise of our Governmental Affairs Team to advance the objectives of Client's engagement with the Firm. Be advised that prior to requesting assistance from the Governmental Affairs Team Client will be counseled as to why this is necessary and/or advisable and be given an opportunity to elect their services. The fee for the members of our Governmental Affairs Team is included above and are in addition to fees for legal services.

16. Electronic Discovery Services. Lawsuits today involve the production of all available electronic information relating to the subject matter of the lawsuit, including documents, e-mails, text messages, photographs and other digital materials, commonly referred to as Electronically Stored Information ("ESI"), stored on servers, desktop computers, laptop computers, tablets and smart phones. Both Client and the opposing party will be required to produce all ESI as part of the discovery process. The production of ESI involves the collection, processing, review, analysis and production of all ESI relevant to the litigation, which can amount to thousands of documents. Many third-party vendors provide E-Discovery services to law firms and their clients. The Firm also provides E-Discovery services to its clients through our eDiscovery section, within our IT Department. Whether provided by the Firm or an outside provider, the Firm utilizes E-Discovery technology for keyword searching, deduplication and email threading to locate responsive and privileged documents in a more cost efficient and accelerated manner. Handling E-Discovery through the Firm can result in substantial savings to Client. The fees charged by the Firm are set forth on the term sheet attached hereto as Exhibit "A". If and when it becomes necessary to utilize E-Discovery services, the responsible Firm attorney handling your case will discuss this with you. If Client elects to use the Firm, a separate service agreement will be required to be executed by Client with the Firm to define the scope of the services and the cost of such services. In addition to the attorney's fees charged by the Firm, Client will be responsible for all costs and expenses relating to E-Discovery, whether provided by the Firm or an outside provider.

17. Written Advice Regarding Federal Tax Issues. Whenever we provide Client with written advice concerning the federal tax treatment of an item of income, gain, loss, deduction or credit, the existence or absence of a taxable transfer property, or the value of property for federal tax purposes, we are subject to stringent requirements imposed by the United States Treasury Department on all tax practitioners, including attorneys. These rules cover much more than formal legal opinions and may apply to any writing relating to any Internal Revenue code matter, including communications via e-mail and fax. If we fail to comply with these rules, we may (under certain circumstances) be suspended or disbarred from practice before the Internal Revenue Service, be publicly censured or fined (to the extent that the Secretary of Treasury promulgates regulations requiring any such fines or penalties). Therefore, if during the course of this engagement, we provide written advice regarding any arrangement the principal purpose of which is the avoidance or evasion of any tax imposed by the Internal Revenue Code, such writing must comply with the rigorous standards of review and disclosure (including enhanced factual and legal

due diligence) which are now required by the Treasury Department. If tax avoidance is not the principal purpose of an arrangement but is a significant purpose, our written advice must also adhere to the same rules, unless we include a prominent disclosure stating that the writing was not intended or written by us to be used, and it cannot be used by Client or anyone else for the purpose of avoiding taxpayer penalties. It is for this reason that certain written communications to Client, including emails and faxes, will contain the following disclosure statement: "Any Federal tax advice contained herein is not intended or written to be used, and cannot be used by Client or any other person, for the purpose of avoiding any penalties that may be imposed by the Internal Revenue Code. This disclosure is made in accordance with the rules of Treasury Department Circular 230 governing standards of practice before the Internal Revenue Service. Any written statement contained herein relating to any Federal tax transaction or matter may not be used by any person without our express prior written permission to support the promotion or marketing of or to recommend any Federal tax transaction(s) or matter(s) addressed herein. No advice contained herein may be relied upon or utilized by any person for any purpose except as expressly and affirmatively stated herein without the prior written consent in each instance of a partner of this firm."

18. Miscellaneous. This Agreement is governed by Nevada law and sets forth our entire agreement for rendering professional services. It can be amended or modified only in writing. Each party signing this Agreement is jointly and severally responsible for all obligations due us and represents that each has full authority to execute this Agreement so that it is binding. This Agreement may be signed in one or more counterparts and binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without such provisions or application, and to this end the provisions of this Agreement are declared to be severable. We are not advising Client with respect to this Agreement because we would have a conflict of interest in doing so. If Client wishes advice, Client should consult independent counsel of Client's choice.

Exhibit A

McDonald Carano Ediscovery
Schedule of Costs

E-Discovery Service	Unit	Price
PROCESSING		
ESI (Electronically Stored Information) Processing (includes metadata extraction, optical character recognition, image generation, deduplication, and analytics)	Per GB	$100*
STORAGE		
Monthly hosting (for cases from 0–5 GB)	Flat fee per month	$100
Monthly hosting (for cases from 5–99 GB)	Per GB per month	$20
Monthly hosting (for cases from 100–499 GB)	Per GB per month	$18
Monthly hosting (for cases larger than 500 GB)	Per GB per month	$15
PRODUCTIONS		
TIFF or PDF export (includes redactions and endorsements)	Per GB	$250*
Optical media, flash drives, secure transfer	Per item	$0
External hard drive (for productions larger than 32 GB)	Per item	$75

* For Processing and Production jobs, the Firm charges based on a 1 GB project minimum.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
14

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

SUBJECT:
For possible action to approve the allocation of $1,500,000 of HOME Investment Partnerships Program Grant Funds and Account for Affordable Housing Trust Funds (AAHTF) to Community Development Programs Center of Nevada, for the construction of 40 multifamily apartments located at 1501 North Decatur Boulevard, APN 138-25-518-002 - Ward 5 (Crear)

FISCAL IMPACT:
Budget Funds Available
Amount: $1,500,000
Funding Source: HOME Investment Partnership Grant Funds / Account for Affordable
Dept./Division: Office of Community Services/Community Resources

PURPOSE/BACKGROUND:
The Affordable Housing Development Review Committee received an application for HOME and AAHTF funds for $1,500,000. The committee recommends this project for funding in the amount of $1,500,000. This project would provide the construction of 40 affordable units.

RECOMMENDATION:
Staff recommends that the City Council approve the allocation and authorizes the Mayor to sign any and all related documents following approval as to form by the City Attorney.

BACKUP DOCUMENTATION:
1. Affordable Housing Project Fact Sheet

AFFORDABLE HOUSING PROJECT FACT SHEET

Construction Start Date: 11/2021 ***Council Date:***
Completion Date: *12/2022*
(Dates are tentative)

Project: 1501 LLC Apartments
1501 Decatur Blvd
Las Vegas, 89108

Ward: 5 (Crear)

Developer: Community Development Programs Center of Nevada (CDPCN)

Partners: N/A

Project Type: New Constrution – Family Rental Housing

Home Funds Requested: $ 1,500,000 (14 % of total project cost)

Total Project Cost: $10,579,292.00

Funding Sources:

	Requested	*% of*
City HOME Funds	$ 1,500,000	14%
County HOME	$500,000	5%
Bank Loan	$5,860,000	56%
Tax Credit	$1,694,333	16%
Deferred Developers Fee	$975,959	9%
Total	$ 10,530,292	100.00

Total Units: 40 (28 1-bedroom / 12 2-bedroom)

Income Targeting:
33 units 31-50% AMI, 7 61-80%

Affordable Units: 8 home

Amenities

Movie Theatre Room	Community Building	Community/Exercise Room
Utilities included in rent	Computer Room with free internet	Library
Game Room	Recreation area outside	Hard flooring throughout
Hard flooring in kitchen / bath	Laundry room	Ceiling fans in units
Community Room with Kitchen		

Narrative

The 1501 LLC Apartments Phase 1 is a new construction development located at the intersection of Decatur Blvd and Vegas Drive in the City of Las Vegas and will consist of 40 apartments in a single four story building, it will hold 28 (1) bedroom units and 12 (2) bedroom units, they are fully sprinkled, tankless hot water heaters, low E windows, SIPS panels, full ceramic tile units, washer/dryer hookups and ceiling fans in all rooms. The project will contain the following amenities: The clubhouse includes an exercise room, computer lab with high speed connection, management offices, gathering room and laundry facilities. Fully landscaped exterior including, exterior lighting, covered barbeque areas. This development will target residents with incomes of 39.99% of area median income, and market rate units.

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
15

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

SUBJECT:
For possible action to approve award of Contract No. 220026-JH, Prime Design Services Contract for Alta Drive Local Storm Drain - Cimarron Road to Buffalo Drive - Department of Public Works - Award recommended to: CA GROUP, INC. ($245,448 - Road and Flood Capital Projects Fund) - Ward 2 (Seaman)

FISCAL IMPACT:
Budget Funds Available
Amount: $245,448
Funding Source: Road and Flood CPF
Dept./Division: Public Works

PURPOSE/BACKGROUND:
Services include design of a new storm drain system in Alta Drive from Cimarron Road to the existing Clark County Regional Flood Control District (CCRFCD) Master Plan Facility at Buffalo Drive. The storm drain system will include the design of drop inlets and connection to the new storm drain within the project area. 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. CA Group, Inc. is located in Las Vegas, Nevada.

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

BACKUP DOCUMENTATION:
1. Contract No. 220026-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
ALTA DRIVE LOCAL STORM DRAIN – CIMARRON ROAD TO BUFFALO DRIVE

THIS CONTRACT is made and entered into this _____ day of _____, 2021, 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 **CA Group, Inc.**, (the "Consultant"), **a Corporation** (LLC, CORP), whose address is 2785 S. Rainbow Blvd, Suite 100, Las Vegas, NV 89146.

PROJECT DESCRIPTION: The project consists of a new storm drain system in Alta Drive from Cimarron Road to the existing Clark County Regional Flood Control District (CCRFCD) facility Master Plan Facility at Buffalo Drive. The goal of the project is to reduce flooding, standing water, street flow and to eliminate an existing bubbler drain at the intersection of Alta Drive and Cimarron Road. The storm drain system will include design of drop inlets and connection to the new storm drain within the project area. The project will also incorporate discharge from two drainage easement outlets to Alta Dr. on the south side of the road: approximately 330 feet west of Cimarron Dr. (concrete channel) and approximately 150 feet west of Thrush Dr. (sidewalk underdrain).

W I T N E S S E T H:

WHEREAS, the City intends to construct the Alta Drive Local Storm Drain – Cimarron Rd to Buffalo Dr. (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

1.1 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached hereto and incorporated herein as a part of this Contract and, if so requested, the additional services set forth in the Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.

1.2 ***Performance Standards.*** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

1.3 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

1.4 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this

Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

1.5 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, Exhibit "F" attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Contract. The services specified by this Contract shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City for any reason, the Consultant shall, without any additional compensation, replace such person or subconsultant with someone acceptable to the City.

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

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 of this Contract.

1.6 ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.7 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.8 ***Responsibility for Construction Document Revisions***

1.8.1 ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

1.8.2 ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

2.0 CITY RESPONSIBILITIES

2.1 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

2.2 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without

limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.3 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

2.4 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

3.0 CHANGES TO CONSULTANT'S SERVICES

3.1 ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.

3.2 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 and 10.20.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

4.1 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.

4.2 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any estimated additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:

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

5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,

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

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

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

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

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

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

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

7.5 ***Payment Invoicing.*** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.

7.6 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City

Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

7.7 ***Final Payment***. Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

9.1 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.2 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.4 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on work performed and accepted by the City, earned as of the

effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of this Contract to the Consultant and:

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
10.3.1.2 (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or
10.3.1.4 fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

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

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

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

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20. In the event that the City elects to implement 10.3.1.2 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

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

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

10.4.1 ***Delivery of Documents.***

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

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

10.4.2 ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent

of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

The Consultant shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

10.5.1 ***Industrial/Workers' Compensation Insurance*** protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

10.5.2 ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.4 ***Professional Liability Insurance*** (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract.

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's

designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

10.5.6 All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

10.5.7 The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand ($100,000) without the prior written approval of the City.

10.5.9 Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

10.5.11 Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.

10.5.13 The Consultant is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.

10.5.14 ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation,

reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.7 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.8 ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.9 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

10.9.1 it is financially solvent, able to pay its debts as they mature, and is possessed of sufficient working capital to complete this Contract; that it is experienced, competent, qualified and able to furnish the plant, tools, materials,

supplies, equipment and labor which is used to perform the services contemplated by this Contract, and that it is authorized to do business in the City of Las Vegas and the State of Nevada,

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

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

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

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

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

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

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

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

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

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

10.15 ***Confidentiality.*** The Consultant shall treat the information relating to the Project, which has been produced by the Consultant or provided by the City, as Confidential Information of the City and shall not permit its release to other parties or make any public announcement or publicity release without the City's written authorization. The Consultant shall also require each subconsultant to comply with this requirement. The submission or distribution of documents to meet official

regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication relieving the Consultant of its confidentiality obligation imposed herein.

10.15.1 ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 ***Requirements.*** Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

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

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

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

10.20 ***Claim or Dispute Resolution***

10.20.1 ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20.3. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

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

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

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

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

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

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 8/5/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT

By: _____
James Caviola, 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 Scope of Services to be provided under the terms of this agreement addresses the design and preparation of Contract Documents including Special Provisions, Cost Estimate and Technical Memorandum for drainage improvements within Alta Drive between Cimarron Road and Buffalo Drive. The project consists of a new storm drain system in Alta Drive that extends from Cimarron Road to the existing Clark County Regional Flood Control District (CCRFCD) facility Master Plan Facility, GOSO0352, at Buffalo Drive. The goal of the project is to reduce flooding, standing water, street flow and to eliminate an existing bubbler drain at the intersection of Alta Drive and Cimarron Road.

The storm drain system will include design of drop inlets sized to meet 10-year dry lane conditions from Cimarron Road to Buffalo Drive and connections to existing drop inlets within the project area. The project will also incorporate discharge from two drainage easement outlets to Alta Dr. on the south side of the road: approximately 330 feet west of Cimarron Dr. (concrete channel) and approximately 150 feet west of Thrush Dr. (sidewalk underdrain). Stormdrain design will include replacement of the existing bubbler on the southwest corner of Cimarron Road at Alta Drive.

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.

100.3 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 as of the date of the Notice to Proceed 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 NOT USED

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 NOT USED

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
- Design of any new sewer or storm drain systems will show crossings by existing utilities 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 and provided to Consultant by City Surveyor
- 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. Adobe PDF file and printed copies are also required for the Technical Memorandum along with electronic files of the hydrologic and hydraulic calculations. In addition, the Consultant will submit electronic files of the Special Provisions in Microsoft Word format with track changes 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 3.1, 3.2 and 7.2 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

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

100.10.5 Provide all land survey, including horizontal control, and right-of-way services for the project.

100.10.6 Provide preliminary hydrologic and hydraulic calculations and drainage subbasin delineations prepared by CLV staff.

100.10.7 The as-built drawings for the system at Buffalo and the drainage easements will be provided by the City along with any record drawings previously acquired from utility providers and any other record drawings compiled by City staff for the project.

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.

- **Deliverables*:*** Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.2 Consultant shall attend approximately six 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 or via WebEx or Microsoft Teams, and will be attended by the Consultant's Project Manager, Project Engineer and other key personnel as determined to be necessary. Consultant shall prepare an agenda for each of the progress meetings. Within five business days following the progress/coordination meeting, Consultant shall prepare and distribute draft meeting minutes to the City's Representative and meeting attendees (an email to the City's Project Manager and meeting attendees of the draft minutes is acceptable). The Consultant shall prepare and distribute final meeting minutes after the draft meeting minutes are approved by the City's Representative and after receipt of comments from all meeting attendees.

- **Deliverables*:*** Design Progress Meeting Agenda and copies for distribution at Design Progress Meetings; Design Progress Meeting Minutes.

101.3 Utility and Agency Coordination

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")
- 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 and
- Other local and state agencies as required.

101.3.2 The Consultant shall prepare a 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.

- **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, attend teams meeting 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 at each design level submittal.

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 NOT USED

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 submittal; and final bond with impacted utilities approval signatures.

101.4 Project Permits

101.4.1 NOT USED

101.4.2 No permits other than those obtained by the Contractor are anticipated for this project:

101.4.3 NOT USED

101.5 Public Outreach

If identified as needed during the design process and as an additional service, the Consultant will provide public outreach in accordance with subsections 101.5.1 through 101.5.3.

101.5.1 The Consultant will be responsible to coordinate project information and assist City of Las Vegas (City) staff and any other public outreach consultant (if applicable) in conducting public informational meetings and hearings, preparing displays, attendance by staff members who are knowledgeable of the project, and shall be responsible for:

- Preparing exhibits for the project
- Assist City staff and any other public outreach consultant (if applicable) in preparing handouts for public information meeting
- Responding to public comments as part of the record of the meeting
- Participating in the meeting to explain the project and answer questions
- Prepare PowerPoint presentations

101.5.2 The Consultant shall assist City staff and any other public outreach consultant (if applicable) with creating, preparing and releasing relevant and timely information regarding project status during design and construction to the following:

- Elected Officials
- Media outlets
- Property owners and tenants
- Businesses
- Other stakeholders
- Deliverables: coordinating, facilitating, attending, preparing exhibits, letters, notices, flyers, meeting minutes and specialty signing (e.g., business information, traffic control, etc.).

101.5.3 **Stakeholder Meetings**

- The Consultant will be responsible to coordinate project information and assist City staff and any other public outreach consultant (if applicable) for two (2) meetings required with project stakeholders prior to construction and

shall be performed to determine the landscape aesthetic treatments on the project. The purposes of the meetings shall be, but not limited to, identifying potential project aesthetic treatment alternatives, locations, determining long term maintenance participation, building consensus among aesthetic stakeholders and choosing a preferred alternative from the proposed conceptual plans. If this task is required, it will be paid under additional services.

- The Consultant will be responsible to coordinate project information and assist City staff and any other public outreach consultant (if applicable) for an agreed upon number of Public Meetings during the project.
- **Deliverables**: coordinating, facilitating, attending, preparing exhibits, letters, notices, flyers and meeting minutes meetings.

102 30% DESIGN PHASE

102.1 Survey

The City will provide all land survey services including horizontal control and topographic for the project and survey of pothole locations. If identified as needed during the design process and as an additional service, the Consultant will provide Survey in accordance with subsections 102.1.1 through 102.1.6.

102.1.1 General

- Professional Land Surveyor. All survey work performed for the tasks listed in this section shall be performed under the direct supervision of a Professional Land Surveyor (PLS) currently registered in the State of Nevada, excluding any aerial mapping or LiDAR scanning performed by a third-party vendor.

102.1.2 Control Survey

- General. A control survey will be performed by the City to establish adequate control for all boundary location and topographic mapping necessary for the limits and purpose of the project. This will include all control panels/targets set for the purpose of aerial mapping or LiDAR scanning.
- Horizontal Coordinate System. The control survey shall utilize the official City of Las Vegas horizontal coordinate system defined as follows. The geodetic datum and current reference frame is NAD 83 (2011) epoch 2010.0 as determined by the reference stations that comprise the Las Vegas Valley Water District GPS network. The use of any other geodetic datum and reference frame will require approval of the City Surveyor. The mapping projection 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. For more detailed information on the datum, GPS network and NCRS please visit the following webpage: lasvegasnevada.gov/survey**.**
- Vertical Control. The control survey shall utilize the official City of Las Vegas Vertical Control Network defined as follows. The vertical datum is NAVD88 as adjusted by the City in 2008, referred to as the CLV 2008 Adjustment. The Control Network is comprised of City of Las Vegas benchmarks. Only benchmarks with a published CLV 2008 Adjustment elevation shall be used. For more detailed information on the benchmarks please visit the following webpage: lasvegasnevada.gov/survey. Large projects that extend more than one-half mile in any direction shall be tied to multiple benchmarks, with no portion of the project being more than one-half mile from a project benchmark.
- Accuracy. The control survey shall have an absolute horizontal accuracy of +/- 0.05 feet relative to the project coordinate system, which meets positional certainty requirements for High Urban Land Boundary Surveys per NAC 625.666. All points used to control aerial mapping, lidar scanning and traditional optical survey methods shall have an absolute vertical accuracy of +/- 0.05 feet (relative to the project benchmarks), as permitted by the positional certainty requirements for Control Surveys per NAC 625.666.
- Boundary Control. The control survey shall incorporate sufficient survey monumentation to establish the following cadastral linework: 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 any other pertinent records shall be performed.
- Monumentation. All roadway centerline and Public Lands Survey System (PLSS) monuments within the limits of the project's proposed construction activities (not already included as part of the boundary control survey) shall be incorporated within the control survey.
- Survey Control Map. A Survey Control Map shall be prepared showing all horizontal control, vertical control and boundary control monuments included in the control survey with the relevant horizontal coordinates and elevations

annotated. It shall also show all roadway alignments, right-of-way lines, property lines and easement lines established for the project along with all necessary annotation to describe the geometry of this linework.

- Record-of-Survey. Unless waived by the City Surveyor the Survey Control Map shall be formatted as a Record-of-Survey. If the Record-of-Survey requirement was waived, the completed Survey Control Map shall be formatted as specific plan sheet(s) to be sealed by the PLS.

102.1.3 **Topographic Survey**

- General. The City will provide a topographic survey of all surface features within the project limits will be performed to serve as the base model for all engineering design. The topographic survey will consist of two primary components, 2D planimetrics of existing features and a 3D digital terrain model (DTM).
- Standard Accuracy. Except when authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.1 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have an absolute vertical accuracy of +/- 0.1 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.05 feet between any two points within 100 feet of each other.
- Accuracy with Aerial Mapping. When authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.3 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have a relative horizontal accuracy of +/- 0.1 feet between any two points within 100 feet of each other. The survey shall have an absolute vertical accuracy of +/- 0.5 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.1 feet between any two points within 100 feet of each other.
- Verification. Sufficient verification check measurements shall be performed to ensure the survey data meets required accuracies. This applies to aerial mapping and LiDAR scanning data obtained from a third party vendor, as well as all data obtained through field measurements.
- Limits of Survey. The design engineer shall provide detailed topographic survey limits including any areas outside the right-of-way and/or behind the back of walk. If survey is required within an enclosed area on private property, permission for access shall be obtained by the design engineer. The project may require multiple noncontiguous survey areas.
- Topographic Features. The following surface features are to be included (but not limited to): curbs, gutters, pavement edges, gradebreaks (improved and unimproved surfaces), traffic markings, signs, walls, fences, buildings, vegetation, manholes, vaults, pullboxes, pedestals, utility poles, drop inlets, and street and park furniture.
- Planimetrics Content and Level of Detail. The planimetrics data shall at a minimum indicate the following information about all topographic features within the requested survey limits: curb widths, wall and fence type, wall widths, gate locations, ground surface types (e.g., concrete, asphalt, concrete pavers, grass, decorative rock, etc.), identification of all utility features (if possible), defined boundaries of all surface utilities larger than 2.5 feet in either direction (vaults, cabinets, etc.), building footprints (not envelopes), and complete pavement markings. **These requirements also apply to any areas where aerial mapping has been authorized**.
- DTM Structure and Level of Detail. The survey for the existing ground DTM shall include all gradebreaks modeled as breaklines within the survey limits including the following: breaklines that define the wings and backs of sidewalk ramps and driveways, the top and bottom of curb faces, lip of gutters, pavement edges, steps, top and toe of slopes, and flowlines. All breaklines shall be measured at minimum 50 foot intervals. In areas with very little slope tighter intervals may be necessary. The DTM shall also include spot elevations to determine all high and low points, and sufficient spot elevations to define relatively flat areas measured at minimum 50 foot grid intervals. In areas with very little slope tighter intervals may be necessary. No data shall be visible outside the surveyed area, including "voids" within buildings or large structure where no survey measurements were obtained. This can be accomplished using interior and exterior surface boundaries within Civil 3D. The DTM shall be presented as a single Civil 3D surface object, even if there are separated survey areas, so only a single existing ground DTM has to be referenced by the design engineer. This can be accomplished using hide and show boundaries within Civil 3D. **These requirements also apply to any areas where aerial mapping has been authorized.**

102.1.4 **Utility Survey**

- General. The project may require supplemental utility surveying requested by the design engineer. These surveys shall be based on the project control survey and shall meet the standard accuracy for topographic surveying per 102.1.3 of this document.
- Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as "dips" or "inverts"). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected from center of cover to center of cover if the center of cover does not represent the center of the manhole. In the case of non-cylindrical (box-shaped) structures and very large pipes or RCB's where directly measuring the pipes are not possible, interior structure scanning will be provided by the City Surveyor whenever requested. **Failure to request this scanning does not excuse inaccurate data.**
- Gas and Water. The design engineer may request measurements to obtain the depths of the top of underground gas and water valve stems (nuts). This information is only valuable to ascertain the minimum depth of the associated piping at that one location. The City will leave the decision on whether to obtain these measurements to the design engineer.
- Utility Potholing and Designating. Any surveying required to locate reference marks placed for utility potholing or designating (AKA line locating or tracing) shall be performed by the primary project surveyor. Surveys performed directly by the potholing/designating contractor or a third-party survey firm will not be permitted.
- Overhead Utility Lines. The design engineer may request measurements to obtain the horizontal and vertical location of overhead utility lines. All efforts shall be made to locate these facilities as accurately as possible both horizontally and vertically. These measurements shall be obtained either using a total station equipped with a reflectorless EDM or by LiDAR scanning. Scanning for this purpose will be provided by the City Surveyor whenever requested.

102.1.5 **Legal Descriptions**

- General. Any legal descriptions required for right-of-way and/or easement acquisitions (or any other property transactions) shall be prepared by the primary project surveyor.
- Format. All legal descriptions shall be formatted as recordable 8.5x11 documents. They shall be prepared as metes and bounds, strip, or other mathematical-type descriptions which allow for the calculation of an accurate and true area. Any existing roadway alignments, right-of-way lines, property lines or easement lines used within the legal description shall have been "surveyed" and incorporated within the project control survey. The legal descriptions shall not contain the purpose of the legal description (i.e., no mentions of right-of-way dedication, traffic signal easement, fire hydrant easement, etc.). They shall be sealed by a Professional Land Surveyor.
- **Deliverables:** All legal descriptions shall be submitted for review. PDF copies are acceptable as preliminary submittals, and hardcopies with original signatures will be requested upon approval. Include copies of any documents referenced in the legal description that predate what can be acquired through the County Assessor's webpage with the initial submittal of any legal description.

102.1.6 The Consultant will coordinate any required private property access with the City's Representative.

102.2 Right-of-Way

The City will provide right-of-way services for the project; CA Group will provide "Authorization to enter property" exhibits as described in section 102.2.1 through 102.2.8.

102.2.1 The City's professional land surveyor (City 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. City 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. If needed, City Surveyor will prepare property maps showing topographic areas, easements and vesting. Where existing private property is to be disturbed by construction, Consultant shall prepare up to five (5) 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.

No additional right-of-way is anticipated for the project. Permissions from private property owners, or "authorization to enter property", may be required to enter private property to complete the work "Authorization to enter property".

102.2.2 Based on the 30% design, the Consultant will identify easements and AEPs to be acquired by the City.

102.2.3 30% Submittal. Consultant shall provide an example format of an AEP exhibit for review. AEP exhibits will show and label improvements at each affected APN, property owner information, approximate property lines, rights-of-way, easements, and area City is requesting to impact. These exhibits and example formats shall be included with the 30% design submittal.

102.2.4 Design Level Submittals. Consultant shall prepare, update and submit exhibits (AEPs) at each design level. The City shall provide legal descriptions as needed for all right-of-way easements, etc. that are required.

102.2.5 NOT USED

102.2.6 NOT USED

102.2.7 Prior to Bid. Prior to bid the Consultant shall verify property owner requests agreed to by City are incorporated into the contract documents. Consultant shall incorporate final AEP exhibits into an appendix in the project special provisions.

102.2.8 **Deliverables:** Exhibits at each design level 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 improvement plans, drainage studies, utility plans, 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 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. Consultant will prepare and existing traffic signal plan showing existing above ground traffic signal equipment and below ground conduit so these items may be protected-in-place. 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 Task*s***

- 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 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 fifteen (15) 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 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.

102.4.6 **SUE Deliverables**

- Consultant shall include QL A test hole locations on the Utility Plan sheets (or the stormdrain sheets if utility adjustments and relocations are included on those sheets). A separate "Existing Utility Location Plan" is not required.
- Appropriately formatted test hole data sheets as described in QL A tasks above to be included with the final plans.

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.
- Perform three exploratory borings to depths of 20 feet below existing ground surface, or practical refusal.
- Perform laboratory testing on samples.
- Identify the corrosive characteristics of the soil.
- If encountered during drilling of the exploratory borings, note ground water elevations at each of the borings. Monitoring wells are not part of the scope.
- Boring logs to include existing pavement and base course thicknesses and subsurface materials compositions
- Identify caliche and cemented soil deposits depth and make recommendations for excavation methods.
- Provide geotechnical recommendations for lateral support, and data on excavated materials encountered and groundwater levels.
- Provide recommendation and definition for suitable and unsuitable materials.
- Make recommendations for the removal of unsuitable bearing soils.
- Make recommendations for trench safety during excavation.
- Make recommendations for backfill requirements for bedding, pipe zone, trench backfill, fill placement, suitability of existing soils for use as backfill materials.
- 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 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 two (2) bound copies of the Geotechnical Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

102.6 30% Design Phase Submittal

102.6.1 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 minimum 1" = 40' scale 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
- Horizontal Control Plan provided by City Surveyor identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Recorded Record of Survey provided by City Surveyor as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Removal Plans
- Geometric Control Sheets (includes stormdrain alignment tied to survey control; these sheets may be combined with other sheet type)
- Storm Drain Plan and Profiles
- Utility Plans including existing traffic signal, school flasher, and ITS infrastructure
- Traffic Striping including limits of removal and manholes with respect to lane lines

102.6.2 Draft Technical Memorandum

- The Technical Memorandum will include a letter summarizing the results of the hydrologic and hydraulic analysis performed for the design of the storm drain system and appendices with supporting calculations.
- The hydrologic analysis will use subbasin 1-Alta-C of the Gowan Watershed from the CCRFCD Master Plan Update. This subbasin will be subdivided as appropriate to size the stormdrain, drop inlets and determine 10-year flows. Soils and rainfall information will be obtained from the MPU. Lag times will be updated/modified as needed.
- Hydraulic models will be prepared for the conveyance facilities using HEC-RAS, WSPG or Standard Form 6. The hydraulic calculations 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 calculations.
- Hydraulic calculations will be performed to determine size and number of drop inlets required to meet 10-year drylane and 100-year criteria
- Hydraulic calculations will be performed to size the stormdrain main and associated laterals to meet CCRFCD criteria
- A draft of the Technical Memorandum will be submitted with the 30% Design Level submittal. Comments received on the draft Technical Memorandum will be addressed in writing and included in a final submittal of the Technical Memorandum at the next design level submittal. Adjustments will be made to the associated design and analysis as necessary.

***102.6.3* Deliverables:** Submit **two** (2) copies of the draft Technical Memorandum to the City and **one** half size set (11" X 17") and all associated electronic files of the Technical Memorandum and 30% Design Phase Plans to the City; Submit the draft Technical Memorandum to CCRFCD per agency requirements; submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review. Submit probable construction costs estimated based upon recommendations made in the draft Technical Memorandum.

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 as applicable.

102.7 Walk Through
NOT USED

102.8 Overall Project Scope, Schedule and Budget Review
NOT USED

103 70% DESIGN PHASE

103.1 70% Design Phase Submittal

103.1.1 Final Technical Memorandum

Letter and appendices submitted with the draft Technical Memorandum updated to reflect responses to comments. This memorandum will also include any information, calculations or models that were revised since the draft Technical Memorandum was submitted.

- **Deliverables:** Submit two (2) copies of the Technical Memorandum to the City and PDF copies to the City and CCRFCD.

***103.1.2* 70% Design Phase Plans** – This submittal will include further refinement of the 30% Design Phase Submittal and response to comments. Plans shall be identified with the level of design with Engineer's seal in accordance with NRS 625. The 70% plans shall include, but not limited to, the following:

- 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
- Horizontal Control Plan provided by City Surveyor identifying Project limits, horizontal control for centerline and rights-of-way, monumentation and sheet index
- Recorded Record of Survey provided by City Surveyor as part of Horizontal Control Plan (to be included in all submittals hereafter as well)
- Sheet Index with key map
- Geometric Control Sheets
- Typical Cross Section Sheets (cross sections are limited to the replacement pavement sections, which will be based on boring logs, and trench bedding and backfill sections for the stormdrain system pipes and inlets)
- Removal Plans
- Storm Drain Plan and Profiles (including lateral plan and profiles)
- Storm Drain Details (Structural details are not anticipated and will be provided as an additional service)
- Utility Plans
- including existing traffic signal and school flasher infrastructure
- Traffic Striping and Signing Plans

- **Deliverables:** Submit five (5) copies of the half scale plans (11" X 17") and all associated electronic files to the City: Submit to CCRFCD per agency requirements; Submit copies of 70% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

***103.1.3* 70% Design Phase Construction Cost Estimate** - a Project cost estimate broken out by bid item, and plan sheet shall be prepared by the Consultant.

- **Deliverables:** Submit the 70% cost estimate to the City in electronic format (excel spreadsheet, pdf format will not be accepted); submit to CCRFCD per agency requirements.

103.1.4 NOT USED

103.1.5 **Quality Control/Quality Assurance (QC/QA) Review** to be performed as outlined in 100.6.

- **Deliverables:** Submit QC/QA certification letters. Submit quality assurance review set of plans and quantities of materials.

103.2 NOT USED

104 90% DESIGN PHASE

104.1 90% Design Phase Submittal

104.1.1 **NOT USED**

104.1.2 **90% Design Phase Plans** – This submittal will include further refinement of the 70% plans (including any necessary structural details) to reflect 90% completion and response to comments. The 90% plans shall include all the utility conflicts and the resolutions. The 90% plans shall include construction and right-of-way lines and all encroachments onto private property with proposed improvements.

- **Deliverables**: Submit five (5) copies of the half scale plans (11" X 17") and all associated electronic files to the City: Submit the half scale plans, to CCRFCD per agency requirements; Submit copies of 90% Plans to utilities (size determined by each individual Utility Company) as necessary for review by the utility companies.

104.1.3 **90% Design Phase Construction Cost Estimate** - a Project cost estimate broken out by bid item, and plan sheet shall be prepared by the Consultant.

- **Deliverables**: Submit the 90% cost estimate to the City in electronic format (excel spreadsheet, pdf format will not be accepted); submit the 90% cost estimate to CCRFCD per agency requirements.

104.1.4 **90% Design Phase Special Provisions** - The Project Special Provisions shall be submitted utilizing the City's standard boilerplate set of Special Provisions provided. The Project Special Provisions shall use the same format as the Uniform Standard Specifications for Public Works' Construction Off-Site Improvements Clark County Area Nevada. All items of construction shown on the 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 Special Provisions to CCRFCD per agency requirements.

104.1.5 NOT USED

104.1.6 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 NOT USED

104.3 90% Walk Through - After submittal of the 90% Design and the Preliminary Design Report, and 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). 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.

- **Deliverables**: The Consultant shall document on a 90% plan set items identified during the walk though that need to be addressed and provide a scan of the annotated plans to the City's Representative.

104.4 Bidability and Constructability (B&C) – As a supplemental and additional service, 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 Technical Memorandum (and any other documents necessary to complete the B&C review). The City may also chose to provide the B&C consultant or in-house B&C review team with earlier submittals for review. Consultant shall attend meetings and respond to comments as required to resolve disagreements on B&C comments.

104.5 NOT USED

104.6 NOT USED

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 CCRFCD; 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 and plan sheet 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 two copies of the half scale plans, all associated electronic files, two copies of the bound Special Provisions and 100% Pre-final Cost Estimate to the City. Submit two copies of structural calculations to the City; Submit PDF construction documents to CCRFCD.

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; and electronic copies of all project documents. Submit PDF construction documents to CCRFCD. Submit one copy of the Final Plans to each of the Utility Companies as required.

106 BID PHASE

106.1 Pre-Bid Conference

106.1.1 NOT USED

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 NOT USED

106.3.2 NOT USED

106.4 Conformed Contract Documents

106.4.1 Subsequent to bid opening, at the City's request and direction, the Consultant shall prepare and issue a conformed set of Contract Documents including specifications and drawings which incorporate any modifications and/or clarifications issued during the Bid Phase. 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	100	
70% DESIGN PHASE	80	From receipt of 30% City comments
90% DESIGN PHASE	60	From receipt of 70% City comments
100% DESIGN PHASE	30	From receipt of 90% City comments
BID PHASE	35	Does not include City time to prepare, bid, and award project
TOTAL CALENDAR DAYS TO COMPLETE:	**305**	

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 **Two Hundred Forty-Five Thousand Four Hundred Forty-Eight dollars** (**$245,448**). 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 2.93**, plus approved non-salary expenses identified in Section 7.4 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	$210,448.00	

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	$ 3,223.00
101.2	Kick-Off Meeting and Progress Meetings	$ 4,395.00
101.3	Utility and Agency Coordination	$ 14,825.80
101	Subtotal Hours	
101	Subtotal Fee	$ 22,443.80
102	30% DESIGN PHASE	
102.2	Right-of-Way	$ 4,629.40
102.3	Records Review, Information Research and Analysis of Data	$ 3,603.90
102.3.4	Existing Traffic Signal & Equipment Mapping	$ 2,168.20
102.4	Subsurface Utility Engineering (SUE) Services	$ 22,162.25
102.5	Geotechnical Investigation	$ 16,338.70
102.6.1	30% Design Phase Plans	$ 14,170.21
102.6.2	Draft Technical Memorandum	$ 14,650.00
102.6.3	30% Cost Estimate	$ 7,207.80
102.6.4	Quality Control/Quality Assurance Review	$ 4,014.10
102	Subtotal Hours	
102	Subtotal Fee	$ 88,944.56
103	70% DESIGN PHASE	
103.1.1	Final Technical Memorandum	$ 8,819.30
103.1.2	70% Design Phase Plans	$ 22,672.34
103.1.3	70% Design Phase Construction Cost Estimate	$ 6,592.50
103.1.5	Quality Control/Quality Assurance Review	$ 4,014.10
103	Subtotal Hours	
103	Subtotal Fee	$ 42,098.24
104	90% DESIGN PHASE	
104.1.2	90% Design Phase Plans	$ 14,170.21
104.1.3	90% Design Phase Construction Cost Estimate	$ 6,211.60
104.1.4	90% Design Phase Special Provisions	$ 10,430.80
104.1.6	Quality Control/Quality Assurance Review	$ 4,512.20
104.3	90% Walk Through	$ 1,259.90
104	Subtotal Hours	
104	Subtotal Fee	$ 36,584.71

105	**100% DESIGN PHASE**	
105.2	**100% Pre-Final (Bond) Submittal**	**$ 5,668.09**
105.3	**100% Final (Bond) Submittal**	**$ 8,877.90**
105	**Subtotal Hours**	
105	**Subtotal Fee**	**$ 14,545.99**
106	**BID PHASE**	
106.2	**Bid Requests and Responses**	**$ 3,457.40**
106.4	**Conformed Contract Documents**	**$ 2,373.30**
106	**Subtotal Hours**	
106	**Subtotal Fee**	**$ 5,830.70**
	Total Basic Services Hours	
	Total Basic Services Fee	**$ 210,448.00**

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	$35,000	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.
- Project Permits - As an additional service, Consultant shall identify all permits needed for the Project and prepare all correspondences and permit applications for the regulating agencies and assist the City in obtaining required permits.
- 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 7.3 and Exhibit E, and profit. This includes, but is not limited to, all support personnel who normally work on non-specific project tasks including but not limited to receptionists, senior executives together with their assistants, financial accounting personnel, and personnel maintaining facilities, equipment and computers.

CLASSIFICATION	**MAXIMUM HOURLY RATE**
Principal	$130
Project Manager	$90
Sr. Project Engineer	$85
Project Engineer	$75
Senior Designer	$65
Technician / Designer	$60
Engineering Intern	$45
CAD Tech	$50
Clerical	$40

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

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 and Construction Services	**$ 35,000.00**
	Total Additional Services - Hours	
	Total Additional Services - Fee	**$ 35,000.00**

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: Lorraine Linnert, PE

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Rosa Cortez, PE

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.

601.2 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): Helena Murvosh, PE

601.3 CONSULTANT REPRESENTATIVE'S SUPERVISOR: James Caviola, PE, PTOE

601.4 PROJECT MANAGER: Helena Murvosh, PE

601.4.1 RESPONSIBLE IN CHARGE PERSON: Helena Murvosh, PE
601.4.2 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER: 16830

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.

602.2 GEOTECHNICAL ENGINEER: GES

602.3 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/PROWAG Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
103.3	Structures				$0.00	$0.00			
104	**90% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.2a	90% Structural Design				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Final ADA/PROWAG Design Memorandum				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	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

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: CA Group, Inc.	
Address: 2785 South Rainbow Blvd., Suite 100	**City / ST / Zip:** Las Vegas, NV 89146
Telephone: 702.685.5945	**EIN or DUNS :** 018952479
Block 2: Description / Subject Matter of Contract	
Services for: Alta Drive Local Storm Drain - Cimarron to Buffalo	**Project Number:** 220026-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	C.A. Group, Inc. Employee Stock Ownership Trust	2785 South Rainbow Blvd., Suite 100 Las Vegas, NV 89146	702.685.5945
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.

TIFFANI LOUISE GULBRANSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 20-0315-01
MY APPT. EXPIRES JANUARY 21, 2024

Signature

July 19, 2021
Date

Subscribed and sworn to before me this 19th day of July, 2021

Tiffani Louise Gulbransen
Notary Signature

EXHIBIT H
CERTIFICATE - DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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")***

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TIFFANI LOUISE GULBRANSEN
NOTARY PUBLIC
STATE OF NEVADA
APPT. NO. 20-0315-01
MY APPT. EXPIRES JANUARY 21, 2024

Signature

July 19, 2021
Date

Subscribed and sworn to before me this 19th day of July, 2021

Tiffani Louise Gulbransen
Notary Signature

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
16

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

SUBJECT:
For possible action to approve award of Contract No. 220027-JH, Prime Design Services Contract for Sewer Rehabilitation Group K - Arville Street Relief Sewer - Department of Public Works - Award recommended to: GCW, INC. ($221,741 - Sanitation Enterprise Fund) - Ward 1 (Knudsen)

FISCAL IMPACT:
Budget Funds Available
Amount: $221,741
Funding Source: Sanitation Enterprise Fund
Dept./Division: Public Works

PURPOSE/BACKGROUND:
This project will provide preliminary drawings to 30 percent design, a construction cost estimate, and a secondary review of a previous condition assessment that revealed structural defects. 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. 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. Contract No. 220027-JH
2. Certificate - Disclosure of Ownership and Principals

PRIME DESIGN SERVICES CONTRACT
FOR
SEWER REHABILITATION GROUP K – ARVILLE STREET RELIEF SEWER

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 **GCW, Inc.**, (the "Consultant"), **a CORPORATION** whose address is **1555 S. Rainbow Boulevard, Las Vegas, Nevada, 89146**.

PROJECT DESCRIPTION: The scope of services to be provided under the terms of this agreement address the design and preparation of Contract Drawings to a 30% Design and Construction Cost Estimate for the Sewer Rehabilitation Group K – Arville Street Relief Sewer project.

W I T N E S S E T H:

WHEREAS, the City intends to construct the SEWER REHABILITATION GROUP K – ARVILLE STREET RELIEF SEWER (herein the "Project"); and

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

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

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

1.0 CONSULTANT RESPONSIBILITIES

1.1 ***Description of Consultant's Services.*** For the compensation set forth in Section Seven, the Consultant hereby agrees to perform the basic services set forth in the Scope of Services, Exhibit "A" attached hereto and incorporated herein as a part of this Contract and, if so requested, the additional services set forth in the Compensation, Exhibit "E" attached hereto and incorporated herein as a part of this Contract and to provide the submittals described in the Required Submittals Exhibit "B," attached hereto.

1.2 ***Performance Standards.*** In performing the services set forth in this Contract, the Consultant shall follow the practices consistent with the generally accepted standards in the profession of the services being provided to the City pursuant to this Contract.

1.3 ***Document Review.*** The Consultant shall review each document prepared by the Consultant and its subconsultants including, without limitation, the plans, drawings and specifications for conformance with quality control requirements, project standards and applicable federal, state and local laws and other regulations. Consultant shall also review each document for violations or infringements upon any patent rights.

1.4 ***Waiver.*** The City's approval of any documents or services furnished by the Consultant shall not in any way relieve the Consultant of responsibility for the professional and technical accuracy of its documents or services. The City's review, approval, acceptance or payment for any of the Consultant's services shall not be construed to operate as a waiver of any rights enjoyed by the City under this Contract or of any cause of action arising out of the performance of this Contract. The Consultant shall remain liable for any damages to the City caused by the Consultant's negligent act or omission committed in the performance of this Contract.

1.5 ***Designation of Consultant's Representative.*** The Consultant's representative is the individual identified in the Key Personnel List, Exhibit "F" attached hereto (the "Consultant Representative") to act in that capacity, who shall be responsible for the services required under this Contract. The services specified by this Contract shall be performed by the personnel identified in the Key Personnel List provided that such associates and employees perform under the personal supervision of the Consultant Representative.

If any person or subconsultant who is expected to provide any of the services required under this Contract is objectionable to the City for any reason, the Consultant shall, without any additional compensation, replace such person or subconsultant with someone acceptable to the City.

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

If the Consultant fails to make an acceptable replacement within thirty (30) days, the City may terminate this Contract for default as provided in Section 10.3 of this Contract.

1.6 ***Correspondence Review.*** The Consultant shall furnish the City Representative draft copies of each correspondence to be sent to any contractor involved with the Project, and to any regulatory agencies, for approval and review prior to mailing such correspondence.

1.7 ***Cooperation with the City.*** The Consultant agrees that its officers, associates, employees and subconsultants will cooperate with the City in providing the services under this Contract and will be, with advance notice, available for consultation with the City at such reasonable times as to not conflict with the City's other responsibilities.

1.8 ***Responsibility for Construction Document Revisions***

1.8.1 ***Applicability.*** The Consultant's responsibility described in this Section applies only if the Consultant is responsible for providing a construction cost estimate and preparing construction documents for the Project.

1.8.2 ***Responsibility for Revisions.*** The Consultant does not warrant or represent that the bids or proposed price received by the City to construct the Project will come within the estimate prepared by the Consultant. If the bids or proposed price received by the City exceeds the Consultant's estimate, the Consultant agrees to cooperate with the City in revising the requirements of the Project as required to lower the cost and to change the construction documents. If the changes requested by the City cause an increase in the cost or time required to perform any of the services required under this Contract, the Consultant may submit a request for an Adjustment in Compensation pursuant to Section 3.2.

2.0 CITY RESPONSIBILITIES

2.1 ***City Representative.*** The Director of Public Works or his authorized representative identified in the Key Personnel List is hereby designated as the City's representative (the "City Representative") with respect to this Contract. The City Representative shall have complete authority to transmit instructions, receive information, interpret and define the City's policies and decisions with respect to the services of the Consultant. The City Representative is not authorized to change or waive any of the provisions set forth in Sections 1.0 through 10.24 of this Contract.

2.2 ***Review of Consultant's Services and Documents.*** The services to be performed by the Consultant shall be subject to periodic review by the City Representative. To prevent an unreasonable delay in the Project, the City Representative will endeavor to examine and comment in writing on the documents furnished by the Consultant including, without limitation, the plans, drawings, specifications, test results, evaluations, and reports within twenty-one (21) days of receipt of such documents, unless the Contract provides for a different review time with respect to the document.

2.3 ***Access to Records.*** The City shall, without charge, furnish a copy to, or make available for examination or use by, the Consultant, as it may request, any documents and data which the City has available including, without limitation, reports, maps, plans, specifications, surveys, records, ordinances, codes, regulations, and other documents related to the services required under this Contract. The City shall assist the Consultant in obtaining data and documents from public agencies and from private citizens and business firms whenever the City determines that such material is necessary for the completion of the services required by this Contract.

2.4 ***Cooperation with Consultant.*** The City agrees that its officers and employees will cooperate with the Consultant in the performance of this Contract and will be, with advance notice, available for consultation with the Consultant at such reasonable times as to not conflict with the Consultant's other responsibilities. The City shall provide access to the Consultant on to the Project site as may be required to perform the services under this Contract.

3.0 CHANGES TO CONSULTANT'S SERVICES

3.1 ***Requested Changes.*** The City may at any time, by written order of the City Representative, make a change in the services to be performed by the Consultant under this Contract.

3.2 ***Adjustment of Compensation.*** If the change requested by the City causes an increase or decrease in the cost or time required to perform any of the services required under this Contract, an equitable adjustment shall be made in the compensation to be paid to the Consultant under Section Seven, or in the performance schedule under Section Eight, or both, and this Contract shall be modified in writing accordingly. Each claim for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Consultant of written notification of the change, unless the City grants in writing an extension. Provided proper notice has been given to the City as required herein, the claim for an adjustment shall be handled pursuant to the provisions of 10.20.2 and 10.20.3 of this Contract. The failure to provide notification of the claim within the time required herein shall constitute a waiver of the right to seek any equitable or legal adjustment in compensation with respect to that change.

4.0 ADDITIONAL SERVICES OF CONSULTANT

4.1 ***Additional Services.*** The Consultant shall provide the additional services described in the Additional Compensation if, and only if, so requested in writing by the City. Payment for the additional services will be made to the Consultant in accordance with Section Seven of this Contract.

4.2 ***Attendance at Meetings or Public Hearings.*** The Consultant shall notify the City in advance of any estimated additional costs which may be incurred prior to attending any meetings or public hearings as may be necessary in connection with the services performed by the Consultant under this Contract.

5.0 *SUBCONSULTANT CONTRACT*

5.1 ***Subconsultant Provisions.*** If, with the approval of the City as required pursuant to Section 10.7, the Consultant enters into an CONTRACT with a subconsultant for the performance of any of its obligations under this Contract, the Consultant agrees to include in each subconsultant CONTRACT a provision that:

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

5.1.2 the subconsultant shall have no more rights against the City than that of the Consultant,

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

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

6.0 TERM OF CONTRACT

6.1 ***Term.*** This Contract shall commence on the day it is approved by the City (which date shall be inserted in the introductory paragraph of this Contract) and shall remain in force and effect until the Project is completed unless terminated earlier pursuant to Section 10.2 or 10.3 of this Contract. Such termination shall not release either party from any of its continuing obligations under this Contract.

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

7.0 COMPENSATION AND TERMS OF PAYMENT

7.1 ***Compensation: Basic Services***. For the services to be performed by the Consultant under this Contract and set forth in the Scope of Services, the City agrees to pay the Consultant on the basis of Consultant's direct salary, times a Multiplier, as defined in Section 7.2 plus City approved reimbursable expenses identified in Section 7.4. In no event shall the fee exceed the fee identified in the Fee Breakdown, Exhibit "D" and direct salary rates, Exhibit "E," attached hereto, pursuant to invoices submitted in accordance with Section 7.5 of this Contract.

7.2 ***Multiplier. Exhibit D, Section 401.1.*** provides the multiplier established for this contract. The multiplier includes costs associated with, but not limited to: overhead, general and administrative costs, profit, vehicles, printing, and travel, unless directly identified as reimbursable per Contract Section 7.4 and Exhibit E. Documentation used to establish this multiplier is considered part of the project records and shall be maintained in accordance with Section 9.1.

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

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

7.5 ***Payment Invoicing.*** The Consultant shall submit an invoice for payment for the services provided by the Consultant based on the manner or method of payment set forth in Exhibit A, Section 101 (Preliminary and General Items and Exhibit D (Fee Breakdown). The City Representative will notify the Consultant of any problems regarding the invoice within fourteen (14) days from receipt thereof. If no response is received from the City Representative within the aforementioned period of time, the Consultant may expect payment within a period of (60) days from the date of receipt by the City. If payment has not been received within the sixty (60) days, the Consultant agrees to contact the City Representative to resolve the problem causing the delay. If resolution of the delay is not satisfactory to the Consultant, the Consultant may submit a claim pursuant to Section 10.20.1 of this Contract.

7.6 ***Right to Off-Set.*** The City Representative may subtract or offset from any unpaid invoice from the Consultant any claims, which the City may have incurred for failure of the Consultant to comply with the terms, conditions or covenants of this Contract, or any damages, costs and expenses caused by, resulting from, or arising out of the negligent act or omission of the Consultant in the performance of the services under this Contract including, without limitation, any error or deficiency in the report or other documents prepared by the Consultant. Within seven (7) days, the City Representative shall provide a written statement to the Consultant of the off-set which has been subtracted from any payment to the Consultant along with appropriate documentation and receipts, if any, and a description of the failure, error or deficiency attributed to the Consultant. The Consultant may dispute the right or amount of the off-set made by

the City by providing written notification to the City within fourteen (14) days after receipt of the City's written notice. The City Representative shall provide a written response to the Consultant within seven (7) days of receipt of the Consultant's written dispute notice. If the Consultant disputes the City Representative's determination, the Consultant may file a claim pursuant to Section 10.20 of this contract. Should the City's damages, costs or expenses arising out of the negligence act or omission of the Consultant exceed the off-set amount retained by the City, the City reserves all rights and remedies under law and equity to recover any damages, costs or expenses arising out of the negligence act or omission of the Consultant.

7.7 ***Final Payment***. Upon completion of the services required under this Contract, and acceptance thereof by the City (which acceptance will not be unreasonably withheld), the Consultant will, within sixty (60) days of the City's acceptance, be paid the balance of any money due for such services.

8.0 PERFORMANCE SCHEDULE

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

9.0 AUDIT: ACCESS TO RECORDS

9.1 ***Records.*** The City shall have the right to audit the Consultant's books, records and other documents directly pertinent to the performance of this Contract. The Consultant agrees to maintain books, records and other documents directly pertinent to performance of this Contract in accordance with generally accepted accounting principles and practices. The Consultant shall also maintain the financial information and data used to prepare or support the invoices submitted to the City. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards, procedures and guidelines of the City, or its designated representative. The City, or its duly authorized representatives, shall have access to such books, records, and documents for the purpose of inspection, audit and copying. The Consultant will provide proper facilities for such access and inspection.

9.2 ***Disclosure.*** The Consultant shall be afforded the opportunity for an audit entrance and exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report, and that the final audit report will include the written comments, if any, of the Consultant.

9.3 ***Period of Maintenance.*** The books, records and other documents under Sections 9.1 and 9.2 of this Contract shall be maintained for six (6) years after the date of the final payment for the services under this Contract. In addition, those records and other documents which relate to any arbitration, litigation or the settlement of any claim arising out of this Contract, or to which an audit exception has been taken, shall be maintained and made available until three (3) years after the date that the arbitration, litigation or exception has been resolved.

9.4 ***Subcontract Provisions.*** The Consultant agrees to include Sections 9.1 through 9.3 of this Contract in all its subcontracts directly related to performance of services specified in this Contract which are in excess of $10,000.

10.0 MISCELLANEOUS PROVISIONS

10.1 ***Suspension.*** The City may suspend, without cause, the performance by the Consultant under this Contract for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Consultant. The suspension shall be effective as of the date set forth in the written notice. With such suspension, the City agrees to pay to the Consultant the amount of compensation, based on work performed and accepted by the City, earned as of the effective date of suspension less all previous payments. The Consultant shall not provide any further services under this Contract after the effective date of suspension until otherwise notified in writing by the City. In no event shall the

City be liable to the Consultant for services in excess of the actual hourly wages or reimbursable costs directly related to execution of the Contract at the time of suspension.

If, after notice to resume performance has been given by the City, the suspension was for a period in excess of ninety (90) days, which has resulted in an increase in the performance of this Contract to the Consultant and:

10.1.1 the Consultant was not a contributing cause for the suspension,
10.1.2 the Consultant has not received an equitable adjustment under another provision of this Contract, and
10.1.3 the Consultant could not mitigate the increase in the performance cost,

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

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

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

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

10.3.1.1 defaults in the due observance and performance of any term, condition or covenant contained in this Contract,
10.3.1.2 (i) voluntarily terminates operations or consent to the appointment of a receiver, trustee or liquidator of the Consultant for all or a substantial portion of its assets, (ii) is adjudicated bankrupt or insolvent or files a voluntary petition in bankruptcy, or admits in writing to the inability to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) file a petition or answer seeking reorganization or an arrangement with creditors or take advantage of any insolvency law, or (v) if action shall be taken by the Consultant for the purpose of effecting any of the foregoing,
10.3.1.3 allows any warrant, execution or other writ to be issued or levied upon any property or assets of the Consultant which continues unvacated and in effect for a period of thirty (30) days, or
10.3.1.4 fails, in the judgment of the City, to provide the services hereunder properly and with proper dispatch in accordance with the time schedule set forth in this Contract, and the default continues five (5) days after written notice is given to the Consultant pursuant to Section 10.18.

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

10.3.2.1 terminate this Contract, suspend payment of all pending invoices otherwise due to the Consultant hereunder, and finish this Contract by such means as deemed appropriate by the City, reserving the right to deduct from any balance due Consultant any additional cost for completing this Contract. In the event the cost of finishing the Consultant's performance of this Contract exceeds the balance due the Consultant, the excess shall be paid by the Consultant to the City within thirty (30) days of invoicing by the City,
10.3.2.2 terminate this Contract, and the obligations imposed hereunder, including the obligation of any further payment for the services of the Consultant except for the reasonable value for the services performed to the date of termination, or

10.3.2.3 continue with performance by the Consultant and serve within a reasonable time after completion of the Contract a notice of claim or dispute pursuant to the procedure set forth in Section 10.20. In the event that the City elects to implement 10.3.1.2 (i) above, the costs and expenses of completing this Contract shall be computed and audited by the City's designated representative. The audit shall be conducted in accordance with generally accepted accounting principles and the cost thereof shall be paid by the City.

10.4 ***Ownership of Documents***

The Consultant agrees that all documents of any kind whatsoever, and in whatever medium expressed, prepared by the Consultant and the Consultant's subconsultants in connection with the Project or otherwise pursuant to this Contract (collectively, the "Documents") and all rights therein (including without limitation trademarks, trade names, rights or use and reuse, copyrights and/or all other proprietary rights) shall be and remain the sole property of the City (regardless of whether the City or Consultant terminates this Contract for any reason whatsoever). The Consultant hereby agrees that the Documents are or shall be deemed to be "Works for Hire" within the meaning of Section 101 of the Copyright Act, and the Consultant hereby assigns to the City all right, title, and interest therein. If for any reason the Documents should not be considered a "Work for Hire" under applicable law by a court or other tribunal of competent jurisdiction, then it is mutually agreed that that under this Section 10.4, the Consultant shall hereby be deemed to have transferred to the City, its successors and assigns, the Consultant's entire right, title and interest in and to the Documents and the legal rights therein including, but not limited to, copyright, included therein.

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

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

10.4.1 ***Delivery of Documents.***

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

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

10.4.2 ***Confidentiality.*** The plans, drawings, specifications and other documents (including, without limitation, design concepts and sketches, test results, evaluations, reports and studies) (including the magnetic or electronic media of the aforementioned documents) which are prepared or assembled by the Consultant, or its subconsultants, under this Contract shall not be made available to any individual or organization without the prior written consent of the City. Except for marketing pamphlets and submittals to clients, the Consultant shall not publish, submit for publication, or publicly display the Project without the written consent of the City. The obligations of confidentiality shall survive the termination of this Contract.

10.4.3 ***Contractual Rights.*** Notwithstanding the provisions of 10.4.2 above, the City is hereby licensed to use all design concepts developed by the Consultant and subconsultants under this Contract, including the right to construct derivative works of the Project, and to use the design concepts for other projects of the City. Provided, that however, none of the documents or materials are intended or represented by Consultant to be suitable for reuse by the City, or others on extension of the project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Consultant. The City agrees to indemnify, defend and hold harmless Consultant for any claims related to the City's or City's authorized use of the design concepts developed by the Consultant. The design concepts include, but are not limited to, the form, aesthetic appeal, site layout, the arrangement and composition of spaces and elements, the use of colors and materials, system designs, construction methods and interior design.

10.5 ***Insurance***

The Consultant shall procure and maintain, at its own expense, during the entire term of the Contract, the following coverage(s):

10.5.1 ***Industrial/Workers' Compensation Insurance*** protecting the Consultant and the City from potential Consultant employee claims based upon job-related sickness, injury, or accident, during performance of this Contract, and must submit proof of such insurance on a certificate of insurance issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with NRS 616A-616D, inclusive. If Consultant is a sole proprietor, it will be required to submit an affidavit indicating that the Consultant has elected not to be included in the terms, conditions and provisions of NRS 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions. The Consultant's Workers' Compensation policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas.

10.5.2 ***Commercial General Liability Insurance*** (bodily injury, property damage) with respect to the Consultant's agents assigned to the activities performed under this Contract in a policy limit of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate, for bodily injury, products, completed operations, personal injury and property damages. Such coverage shall be on an "occurrence" basis and not on a "claims made" basis, and be provided on either a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad form CGL endorsement) insurance form. The form must be written on an ISO Form CG 00 01 10 01, or an equivalent form. The Consultant's General Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.3 ***Commercial Automobile Liability Insurance*** of limits no less than One Million Dollars ($1,000,000) combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Consultant and any auto used in the performance of services under this Contract. The policy must insure all vehicles owned by the Consultant and include coverage for hired and non-owned vehicles. If the services requested do not require the use of the vehicle to perform, the Commercial Automobile Liability Insurance requirements as described in this paragraph do not apply. The Consultant's Automobile Liability policy shall have a waiver of subrogation endorsement in favor of the City of Las Vegas, and shall be endorsed to include the City, its officers, and employees as additional insured.

10.5.4 ***Professional Liability Insurance*** (Errors and Omissions Coverage). This insurance shall protect the Consultant from claims arising out of performance of professional services caused by a negligent act, error, or omission for which the insured is legally liable. Such coverage shall be in a minimum amount of $1,000,000 for the period of time covered by this Contract.

10.5.5 The Consultant must provide compliant certificates of insurance and required endorsements to the City or its designated certificate tracking service immediately upon request. The Consultant shall maintain coverage for the duration of this Contract, and any renewal periods if applicable. The Consultant shall annually provide the City's designated certificate tracking service with a certificate of insurance and endorsements as evidence that all insurance requirements have been met. A certified, true and exact copy of each of the project specific insurance

policies (including renewal policies) required under this Section shall be provided to the City or it's designated certificate tracking service if so requested.

10.5.6 All required aggregate limits must be disclosed and amounts entered on the certificate(s) of insurance. The certificates must identify the Contract number and the Contract description. The Consultant and/or insurance carrier shall provide the City with a 30-day advance notice of a material reduction in policy coverage, cancellation or erosion of insurance limits, sent by certified mail "return receipt requested".

10.5.7 The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada. Each insurance carrier's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The City requires insurance carriers to maintain a Best's Key minimum rating of A- VII, A- VIII, A- IX, A- X, or higher. The adequacy of the insurance supplied by the Consultant, including the rating and financial health of each insurance carrier providing coverage, is subject to the approval of the City.

10.5.8 All deductibles and self-insurance retentions shall be fully disclosed in the certificate of insurance. No deductible or self-insured retention (with the exception of professional Liability Insurance) may exceed Twenty-Five Thousand ($25,000) without the prior written approval of the City. The deductible or self-insured retention for professional Liability Insurance shall not exceed One-Hundred Thousand ($100,000) without the prior written approval of the City.

10.5.9 Consultants requesting increased deductibles or self-insured retentions must provide the City a written request stating the desired amounts along with recent audited financial statements for review. The City will review the request and determine if the requested deductibles or self-insured retentions are acceptable. In the event the request for increased deductibles or self-insured retentions is denied, the Consultant is obligated to provide the deductibles or self-insured retentions established in the Contract at no additional expense to the City.

10.5.10 If the Consultant fails to carry the required insurance, the City may (i) order the Consultant to stop further performance hereunder, declare the Consultant in breach, pursuant to Section E-5, terminate the Contract if the breach is not remedied and, if permitted, assess liquidated damages, or (ii) purchase replacement insurance and withhold the costs or premium payments made from the payments due to the Consultant or charge the replacement insurance costs back to the Consultant.

10.5.11 Any subcontractor or subconsultant approved by the City shall be required to procure, maintain and submit proof of insurance to the City of the same insurance requirements as specified above, and as required in this paragraph.

10.5.12 The Consultant is encouraged to purchase any additional insurance it deems necessary.

10.5.13 The Consultant is required to remedy all injuries to persons and damage or loss to any property of the City caused in whole or in part by the Consultant, its subcontractors or anyone employed, directed or supervised by the Consultant.

10.5.14 ***Period of Coverage.*** If the insurance coverage is underwritten on a "claims made" basis, the retroactive date shall be prior to or coincident with the date of this Contract and the Certificate of Insurance shall state that coverage is "claims made" and the retroactive date. The Consultant shall maintain all insurance coverages specified in Section 10.5 for the duration of this Contract. Claims made insurance (Professional Liability-10.5.4) shall be kept in place after construction of the Project is substantially complete until the "Statute of Repose" in the State of Nevada has expired. In the event if a claims made policy has a lapse or cancellation of coverage before the Statute of Repose has expired, the Consultant shall be responsible for any claim made in the absence of valid collectable insurance.

10.6 ***Indemnity***

10.6.1 ***Claims Not Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall defend, indemnify, and hold the City, its Mayor, Councilmen, officers, employees, and agents (herein the "Indemnities"), harmless from any and all claims (including, without limitation, patent infringement, and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Claims") to the extent that such Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant, its

employees, subcontractors, agents, or anyone employed by the Consultant's subcontractors or agents (herein the "Consultant Parties"), which are not based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

10.6.2 ***Claims Based Upon or Arising out of Professional Services.*** Notwithstanding any of the insurance requirements set forth in Section 10.5, and not in lieu thereof, the Consultant shall indemnify and hold the Indemnities, harmless from any and all claims (including, without limitation, patent infringement and copyright claims), damages, losses, expenses, suits, actions, decrees, judgments, arbitration awards, or any other form of liability (including, without limitation, reasonable attorney fees and court costs) (collectively herein the "Professional Liability Claims") to the extent that such Professional Liability Claims are caused by the negligence, errors, omissions, recklessness, or intentional misconduct of the Consultant Parties, which are based upon or arising out of the professional services performed by the Consultant Parties in the performance of this Contract.

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

As used in this Section 10.6, "agents" means those persons who are directly involved in and acting on behalf of the City or the Consultant, as applicable, in furtherance of the contract or the public work to which the Contract pertains.

10.7 ***Assignment.*** The City and the Consultant each bind itself and its partners, successors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract, except the Consultant shall not assign, sublet or transfer any obligation or benefit under this Contract without the written consent of the City. Nothing contained herein shall be construed as creating any personal liability on the part of any officer or agent of the City.

10.8 ***Waiver.*** No consent or waiver, express or implied, by either party to this Contract, or of any breach or default by the other in the performance of any obligations hereunder, shall be deemed or construed to be a consent or waiver of any other breach or default by such party hereunder. Failure on the part of any party hereto to complain of any act, or failure to act of the other party, or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection, payment, or tentative approval or acceptance by the City or the failure of the City to perform any inspection hereunder, shall not constitute a final acceptance of the work or any part thereof and shall not release the Consultant of any of its obligations hereunder.

10.9 ***Consultant Warranties.*** The Consultant hereby represents and warrants that:

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

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

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

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

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

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

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

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

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

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

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

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

10.15.1 ***Definition.*** The term "Confidential Information" shall mean any confidential or proprietary business, technical, financial or other non-public information or materials in a tangible or electronic format of a party ("Disclosing Party") provided to the other party ("Receiving Party") in connection with the Project, whether orally or in physical form, that is not generally known or available to others and shall include the terms of this Contract. However, Confidential Information shall not include information (i) previously known by Receiving Party without an obligation of confidentiality; (ii) acquired by Receiving Party from a third party which was not, to Receiving Party's knowledge, under an obligation of confidentiality; (iii) that is or becomes publicly available through no fault of Receiving Party; or (iv) that Disclosing Party gave written permission to Receiving Party to disclose, but only to the extent of such permitted disclosure.

10.15.2 ***Requirements.*** Except as required by applicable law, each Receiving Party agrees that (i) it will use Confidential Information of Disclosing Party solely for the purpose of the Agreement; and (ii) it will not disclose the Confidential Information of the Disclosing Party to any third party other than the Receiving Party's employees or agents, on a need-to-know basis, who are bound by obligations of nondisclosure and restricted use at least as strict as those contained herein, provided that Receiving Party remains liable for any breach of the confidentiality provisions of this Contract by its employees or agents. The Receiving Party will protect the Confidential Information of the Disclosing Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event using less than a reasonable standard of care. In the event Receiving Party receives a subpoena or other administrative or judicial demand for any Confidential Information of Disclosing Party, Receiving Party will give Disclosing Party prompt written notice of such subpoena or demand and allow Disclosing Party to assert any available defenses to disclosure. Upon request by Disclosing Party, Receiving Party will return or destroy all copies of any Confidential Information of the Disclosing Party. Confidential Information will at all times remain the property of the Disclosing Party. The provisions of this Section will expire three (3) years after the expiration or termination of the Agreement, except with respect to Confidential Information that constitutes "trade secrets" under applicable law for which this Section shall survive indefinitely.

10.15.3 ***Nevada Public Records Act.*** Consultant acknowledges that City is a government entity subject to the public records laws of the State of Nevada as set forth in Chapter 239 of the Nevada Revised Statue ("NPRA") and that certain Confidential Information may be subject to the NPRA. Therefore, notwithstanding anything to the contrary contained in this Agreement or that (i) the City is subject to the requirements and obligations for disclosure of the NPRA; (ii) certain records of the City are subject to inspection and reproduction by the general public, Consultant shall nevertheless continue to treat all Confidential Information confidential pursuant to the terms of this Agreement. Consultant, therefore agrees (i) that any disclosure of Confidential Information by the City pursuant to the NPRA shall not be a violation, waiver, and/or a default whatsoever of this Agreement by the City; and (ii) any disclosure of Confidential Information by the City pursuant to the NPRA is permitted under this Agreement and shall not waive or relieve Consultant's ongoing contractual obligations under this Agreement. For the avoidance of doubt, any Confidential Information disclosed by the City pursuant to the NPRA shall still remain subject to the confidentiality obligations stated in this Agreement. In the event City receives any subpoena, demand, or request under the NPRA or other public records law for any Confidential Information or other data or information received by City from Consultant that was received in connection with any services performed by Consultant, City will immediately notify Consultant of such subpoena, demand or request and reasonably cooperate with any efforts by Consultant to assert any available defenses to disclosure. In no event shall City make disclosure of such information before ten (10) business days have elapsed from the date City notifies Consultant of the subpoena, demand, or request in order to provide Consultant with a reasonable opportunity to seek judicial intervention concerning the potential disclosure of Consultant's Confidential Information and/or trade secret information. If Consultant informs City in writing of Consultant 's intent to seek a court order barring disclosure, City agrees to withhold the requested information, to the extent permitted by the NPRA, pending court resolution of the matter, or interim order by a court. Whenever a requesting party pursues legal action to compel disclosure of Confidential Information or other data or information received by City from Consultant, Consultant will bear responsibility for all costs of defending such legal action.

10.16 ***Site Inspection.*** The Consultant represents that it has visited the location of the Project and has satisfied itself as to the general condition thereof and that the Consultant's compensation as provided for in this Contract is just and

reasonable compensation for performance hereunder including reasonably foreseen and foreseeable risks, hazards and difficulties in connection therewith based on such above-ground observations.

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

10.18 ***Notice.*** Any written notice required to be given under Sections 1.0 through 10.24 of this Contract shall be deemed to have been given when the written notice is (i) received by the party to whom it is directed by personal service or (ii) deposited with the United States Postal Service, postage prepaid, addressed to the City Representative or the Consultant Representative, whomever is the proper recipient, and mailed to the address set forth in the introductory paragraph to this Contract.

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

10.20 ***Claim or Dispute Resolution***

10.20.1 ***Notice of Claim or Dispute***. For each claim or dispute which the Consultant has against or with the City (except for any claim for an equitable adjustment under Section 3.2 which is subject to the 30-day limitation set forth therein), notice thereof must be submitted in writing to the City Representative within a reasonable time after the claim or dispute arises, but no later than thirty (30) days after final payment is made to the Consultant. The purpose of written notification is to place the City on notice so that proper measures can be taken to properly defend against the claim or dispute, and the failure to give such notice shall preclude the Consultant from subsequently mediating that particular claim or dispute pursuant to Section 10.20.3 of this Contract, and the Consultant shall have no further recourse against the City. Pending a final decision on the claim or dispute under Sections 10.20.2 or 10.20.3, the Consultant shall proceed diligently with the performance of this Contract.

10.20.2 ***Resolution by Management.*** The City Representative and the Consultant Representative shall meet within a reasonable time after receipt of the written notice received pursuant to Section 10.20.1 in an attempt to resolve the claim or dispute to the mutual satisfaction of the parties. If the matter is not disposed of by mutual agreement between the City Representative and the Consultant Representative, the claim or dispute shall be decided by the Director of Public Works, whose decision shall be reduced to writing and mailed or otherwise furnished to the Consultant. The decision of the Director of Public Works shall be final and conclusive unless, within thirty (30) days after the date on which the Consultant receives its copy of such decision, the Consultant mails or otherwise furnishes to the Director of Public Works a written request to mediate the claim or dispute, in which event the parties shall proceed pursuant to provisions of Section 10.20.3. The failure to make such request shall preclude the Consultant from proceeding any further on the claim or dispute, and the Consultant shall have no further recourse against the City.

10.20.3 ***Resolution by Mediation.*** Upon receipt of the request to mediate authorized pursuant Section 10.3.2 or Section 10.20.2, the City and the Consultant shall come to an agreement as to the appointment of a mediator for purposes of hearing the appeal. If the parties cannot agree upon an independent private mediator within 45 days after notice of the receipt of the request to mediate, the party may proceed to file a judicial action with the Eighth Judicial District Court, Clark County, Nevada. The mediation shall take place in Clark County, Nevada, unless otherwise agreed to by the parties. The fees and expenses of the mediator shall be equally shared by both parties. Each party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of any claim, dispute or controversy that is subject to mediation between the parties. The decision of the mediator shall be non-binding.

10.20.4 ***Right of Judicial Action.*** Any claim, dispute, or other matter in question between the parties concerning any provisions of this Contract that cannot otherwise be resolved between the parties through the use of mediation

required herein may be submitted for judicial action. Prior to the exercise of this right, the party seeking judicial relief shall have provided the other party 30 days prior written notice before filing such judicial action.

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

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

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

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

10.25 ***Contract Version.*** This document reflects the current standard provisions for the City's Professional Services Contract updated as of August 2020.

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

CITY OF LAS VEGAS

By: _____
Tonya Kemble, Manager, Purchasing & Contracts

ATTEST

By: _____
LuAnn D. Holmes, MMC
City Clerk

APPROVED AS TO FORM

By: John S. Ridilla 8/5/21
Deputy City Attorney

John S. Ridilla
Deputy City Attorney

CONSULTANT – GCW, INC.

By: _____
Tim McCoy, PE, 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 scope of services to be provided under the terms of this agreement address the design and preparation of Contract Drawings to a 30% Design and Construction Cost Estimate for the Sewer Rehabilitation Group K – Arville Street Relief Sewer project.

A previous sewer assessment has revealed structural defects which indicate potential for failure. This project includes a review of the previous condition assessment to validate rehabilitation quantities and construction cost estimate, and prepare preliminary design of the proposed rehabilitation recommendations. The project includes three roadways, Charleston Boulevard, Sahara Avenue and Arville Street consisting of the following tasks:

Group K:

- Approximately 7,400 linear feet (LF) of 15-inch sewer along Charleston Boulevard from Lorenzi Street to Lindell Road to include 24 manhole rehabilitations and three segments of CIPP.
- Approximately 11,000 LF of 15-inch, 21-inch, and 24-inch sewer along Sahara Avenue from Decatur Boulevard and I-15 consisting of 18 manholes and seven segments of CIPP.
- Approximately 2,700 LF of 24-inch sewer along Arville Street from Charleston Boulevard to Oakey Boulevard consisting of five segments of CIPP.

Relief Sewer:

- Approximately 2,900 LF of open-cut for a 21-inch parallel relief sewer along Arville Street from Charleston Boulevard to Oakey Boulevard.
- Analyze the existing condition assessment of the existing sewer in Arville Street from Oakey Boulevard to Sahara Avenue and provide feedback regarding the condition assessment recommendations. If the corridor does not facilitate a parallel sewer, then provide feedback as to the effectiveness of removing and replacing and upsizing this portion of sewer as an option.

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.

100.3 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

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 review of the previous condition assessment to validate rehabilitation quantities and provide a set of Plans, 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 3.1, 3.2 and 7.2 of this Contract.

- Section 101 – Preliminary and General Items
- Section 102 – 30% Design Phase
- Section 103 – Not Used
- Section 104 – Not Used
- Section 105 – Not Used
- Section 106 – Not Used
- 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 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.

- **Deliverables*:*** Project Kick-Off Meeting Agenda and copies for distribution at Kick-Off Meeting; Project Kick-Off Meeting Minutes.

101.2.2 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.

- **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**. 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 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 30% design level

101.4 Project Permits **–** NOT USED

101.5 Public Outreach **–** NOT USED

102 30% DESIGN PHASE

102.1 Survey

102.1.1 General

- Professional Land Surveyor. All survey work performed for the tasks listed in this section shall be performed under the direct supervision of a Professional Land Surveyor (PLS) currently registered in the State of Nevada, excluding any aerial mapping or LiDAR scanning performed by a third-party vendor.

102.1.2 Control Survey

- General. A control survey will be performed to establish adequate control on Arville Street between Sahara Avenue and Charleston Boulevard, and topographic mapping necessary for the limits and purpose of the project. This will include all control panels/targets set for the purpose of aerial mapping or LiDAR scanning.

- Horizontal Coordinate System. The control survey shall utilize the official City of Las Vegas horizontal coordinate system defined as follows. The geodetic datum and current reference frame is NAD 83 (2011) epoch 2010.0 as determined by the reference stations that comprise the Las Vegas Valley Water District GPS network. The use of any other geodetic datum and reference frame will require approval of the City Surveyor. The mapping projection 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. For more detailed information on the datum, GPS network and NCRS please visit the following webpage: lasvegasnevada.gov/survey**.**
- Vertical Control. The control survey shall utilize the official City of Las Vegas Vertical Control Network defined as follows. The vertical datum is NAVD88 as adjusted by the City in 2008, referred to as the CLV 2008 Adjustment. The Control Network is comprised of City of Las Vegas benchmarks. Only benchmarks with a published CLV 2008 Adjustment elevation shall be used. For more detailed information on the benchmarks please visit the following webpage: lasvegasnevada.gov/survey. Large projects that extend more than one-half mile in any direction shall be tied to multiple benchmarks, with no portion of the project being more than one-half mile from a project benchmark.
- Accuracy. The control survey shall have an absolute horizontal accuracy of +/- 0.05 feet relative to the project coordinate system, which meets positional certainty requirements for High Urban Land Boundary Surveys per NAC 625.666. All points used to control aerial mapping, lidar scanning and traditional optical survey methods shall have an absolute vertical accuracy of +/- 0.05 feet (relative to the project benchmarks), as permitted by the positional certainty requirements for Control Surveys per NAC 625.666.
- Boundary Control. The control survey shall incorporate sufficient survey monumentation to establish the following cadastral linework: 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 any other pertinent records shall be performed.
- Monumentation. All roadway centerline and Public Lands Survey System (PLSS) monuments within the limits of the project's proposed construction activities (not already included as part of the boundary control survey) shall be incorporated within the control survey.
- Survey Control Map. A Survey Control Map shall be prepared showing all horizontal control, vertical control and boundary control monuments included in the control survey with the relevant horizontal coordinates and elevations annotated. It shall also show all roadway alignments, right-of-way lines, property lines and easement lines established for the project along with all necessary annotation to describe the geometry of this linework.
- Record-of-Survey. Unless waived by the City Surveyor the Survey Control Map shall be formatted as a Record-of-Survey. If the Record-of-Survey requirement was waived, the completed Survey Control Map shall be formatted as specific plan sheet(s) to be sealed by the PLS.
- **Deliverables: The control survey shall be submitted and approved before the 30% design submittal will be accepted.** The "Control Survey Submittal" shall include: (1) a preliminary PDF file of the completed Survey Control Map (record-of-survey or plan sheets); (2) a CAD file containing all cadastral linework; (3) a point file containing all survey control points if not contained in the CAD file; (4) all field raw data files and field notes pertaining to the control survey.

102.1.3 Topographic Survey

- General. Based on the project control survey a topographic survey of all surface features on Arville Street between Sahara Avenue and Charleston Boulevard will be performed to serve as the base model for all engineering design. The topographic survey will consist of two primary components, 2D planimetrics of existing features and a 3D digital terrain model (DTM).
- Standard Accuracy. Except when authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.1 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have an absolute vertical accuracy of +/- 0.1 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.05 feet between any two points within 100 feet of each other.
- Accuracy with Aerial Mapping. When authorized by the City Surveyor to perform aerial mapping (using manned aircraft), the topographic survey shall conform to the following accuracy requirements. The survey shall have an absolute horizontal accuracy of +/- 0.3 feet relative to the project coordinate system, as permitted by the positional certainty requirements for Engineering Design Topographic Surveys per NAC 625.666. The survey shall have a

relative horizontal accuracy of +/- 0.1 feet between any two points within 100 feet of each other. The survey shall have an absolute vertical accuracy of +/- 0.5 feet relative to the project benchmarks. The survey shall have a relative vertical accuracy of +/- 0.1 feet between any two points within 100 feet of each other.

- Verification. Sufficient verification check measurements shall be performed to ensure the survey data meets required accuracies. This applies to aerial mapping and LiDAR scanning data obtained from a third party vendor, as well as all data obtained through field measurements.
- Limits of Survey. The design engineer shall provide detailed topographic survey limits including any areas outside the right-of-way and/or behind the back of walk. If survey is required within an enclosed area on private property, permission for access shall be obtained by the design engineer. The project may require multiple noncontiguous survey areas.
- Topographic Features. The following surface features are to be included (but not limited to): curbs, gutters, pavement edges, gradebreaks (improved and unimproved surfaces), traffic markings, signs, walls, fences, buildings, vegetation, manholes, vaults, pullboxes, pedestals, utility poles, drop inlets, and street and park furniture.
- Planimetrics Content and Level of Detail. The planimetrics data shall at a minimum indicate the following information about all topographic features within the requested survey limits: curb widths, wall and fence type, wall widths, gate locations, ground surface types (e.g., concrete, asphalt, concrete pavers, grass, decorative rock, etc.), identification of all utility features (if possible), defined boundaries of all surface utilities larger than 2.5 feet in either direction (vaults, cabinets, etc.), building footprints (not envelopes), and complete pavement markings. **These requirements also apply to any areas where aerial mapping has been authorized**.
- DTM Structure and Level of Detail. The survey for the existing ground DTM shall include all gradebreaks modeled as breaklines within the survey limits including the following: breaklines that define the wings and backs of sidewalk ramps and driveways, the top and bottom of curb faces, lip of gutters, pavement edges, steps, top and toe of slopes, and flowlines. All breaklines shall be measured at minimum 50 foot intervals. In areas with very little slope tighter intervals may be necessary. The DTM shall also include spot elevations to determine all high and low points, and sufficient spot elevations to define relatively flat areas measured at minimum 50 foot grid intervals. In areas with very little slope tighter intervals may be necessary. No data shall be visible outside the surveyed area, including "voids" within buildings or large structure where no survey measurements were obtained. This can be accomplished using interior and exterior surface boundaries within Civil 3D. The DTM shall be presented as a single Civil 3D surface object, even if there are separated survey areas, so only a single existing ground DTM has to be referenced by the design engineer. This can be accomplished using hide and show boundaries within Civil 3D. **These requirements also apply to any areas where aerial mapping has been authorized.**
- Remote Mapping. All data captured through LiDAR scanning, photogrammetric drone mapping, and when authorized, manned aerial mapping is to be completely combined with all field survey data. Separate files containing data from different collection methods will not be accepted.
- **Deliverables:** The topographic survey files shall be incorporated into the 30% Design submittal and include: (1) A CAD file containing the survey planimetrics (2D linework and symbology); (2) A CAD file containing the existing ground DTM represented as a single Civil 3D surface; (3) all field raw data files, field notes, field survey points, raw aerial mapping CAD files, LiDAR point clouds, photogrammetric drone image files, and all ground control data used for any remote (aerial, LiDAR, drone) mapping methods. These files are to be prepared under the supervision of the project's Professional Land Surveyor unless prepared by a third-party remote mapping vendor.

102.1.4 Utility Survey

- General. The project may require supplemental utility surveying requested by the design engineer. These surveys shall be based on the project control survey and shall meet the standard accuracy for topographic surveying per 102.1.3 of this document.
- Sanitary Sewer and Storm Drain. In addition to the surface features obtained for the topographic survey, measurements made through surface access points may be necessary to model the underground piping and structures for both sanitary sewer and storm drain systems (sometimes referred to as "dips" or "inverts"). All efforts shall be made to locate these facilities as accurately as possible both vertically and horizontally. This includes accounting for cover offsets on eccentric cylindrical manhole structures. Pipes should not be connected from center of cover to center of cover if the center of cover does not represent the center of the manhole. In the case of non-cylindrical (box-shaped) structures and very large pipes or RCB's where directly measuring the pipes

are not possible, interior structure scanning will be provided by the City Surveyor whenever requested. **Failure to request this scanning does not excuse inaccurate data.**

- Gas and Water. The design engineer may request measurements to obtain the depths of the top of underground gas and water valve stems (nuts). This information is only valuable to ascertain the minimum depth of the associated piping at that one location. The City will leave the decision on whether to obtain these measurements to the design engineer.
- Utility Potholing and Designating. Any surveying required to locate reference marks placed for utility potholing or designating (AKA line locating or tracing) shall be performed by the primary project surveyor. Surveys performed directly by the potholing/designating contractor or a third-party survey firm will not be permitted.
- Overhead Utility Lines. The design engineer may request measurements to obtain the horizontal and vertical location of overhead utility lines. All efforts shall be made to locate these facilities as accurately as possible both horizontally and vertically. These measurements shall be obtained either using a total station equipped with a reflectorless EDM or by LiDAR scanning. Scanning for this purpose will be provided by the City Surveyor whenever requested.
- **Deliverables:** Prior to completion of the contract all survey data associated with these activities shall submitted to the City.

102.1.5 Legal Descriptions – NOT USED

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 on Arville Street between Sahara Avenue and Charleston Boulevard. 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. 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.

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 70% Submittal - NOT USED

102.2.5 90% Submittal - NOT USED

102.2.6 100% Submittal - NOT USED

102.2.7 Prior to Bid - NOT USED

102.2.8 **Deliverables:** Exhibits at the 30% submittal as outlined in 102.2.3. Letter summarizing Right-of-Way, Easements and AEP status.

102.3 Records Review, Information Research and Analysis of Data

102.3.1 Consultant shall review data and information from the City including assessor's maps, parcel maps, improvement plans, drainage studies, utility plans, geotechnical studies, aerial topographic mapping and land development mapping currently being processed by the City which will likely affect the Project. Consultant shall provide ongoing supplemental research of public records during Project development.

102.3.2 The Consultant will review all data collected to determine impact/significance with regard to the Project and incorporate useful information into the Project documents. The Consultant will also identify deficiencies in the data collected and make recommendations for additional information needed for the successful completion of the project.

102.3.3 The Consultant will conduct field investigations, as necessary during the length of the project, to determine the location of collection facilities, establishment of problem flooding areas, existing drainage facilities, utilities, street improvements and other appurtenant items that may help in the development of the Project design. The Consultant will take pictures during the field investigation to document field conditions throughout the Project.

102.3.4 The Consultant will locate and map existing traffic signal equipment including traffic signal controller, service pedestal, poles, pull boxes, conduit, conductors, and detector loops. Prepare traffic signal plan for each intersection showing existing traffic signal equipment and showing replacement loop detectors if disturbed. Coordination with city Las Vegas TEFO is required for this task.

102.4 Subsurface Utility Engineering (SUE) Services

102.4.1 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 Task*s* – NOT USED

102.4.5 Quality Level A Tasks – NOT USED

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
- Electronic files of the updated "Existing Utility Location Plan" at 30% 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. Investigation to include up to three (3) exploratory borings with a total depth of 60 feet located at approximately 1,000 foot spacing along Arville Street from Charleston Boulevard to Oakey Boulevard. 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 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 two (2) bound copies of the Geotechnical Report to the City's Representative with the 30% Design Submittal. Drafts of these reports are to be included in the Preliminary Design Report, when applicable.

102.6 30% Design Phase Submittal

102.6.1 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 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" = 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
- Sewer Plan and Profiles
- CIPP and Manhole Rehab Plans
- Sewer Bypass Plans
- Details

102.6.2 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
  - NASSCO certified review of the existing assessment videos to verify the recommendations of the assessment reports. (No recording of inspections included)
  - Identify the limits of the recommended rehabilitation and repairs versus previous condition assessment recommendation and prepare a summary of these findings compared to the previous assessment recommendations
  - 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
- Draft Geotechnical Report
- Sanitary Sewer Design Calculations for the proposed parallel relief sewer in Arville Street
- Construction Cost Estimate and
- 30% Design Phase Plans

- 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.

102.6.3 **Deliverables:** Submit two (2) copies of the Preliminary Design Report to the City and one half size set (11" X 17") and all associated electronic files of the 30% Design Phase Plans to the City; Submit the Preliminary Design Report to [LIST AGENCY OR AGENCIES i.e. RFCD, NDOT. etc.] per agency requirements; Submit 30% Design Phase Plans (size and number determined by each Utility Company submittal requirements) to the Utilities for review.

102.6.4 NOT USED

102.6.5 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.

102.7 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.

103 NOT USED

104 NOT USED

105 NOT USED

106 NOT USED

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	120	
TOTAL CALENDAR DAYS TO COMPLETE:	**120**	

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 **Two Hundred Twenty-One Thousand Seven Hundred Forty-One Dollars** (**$221,741.00**). 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 3.2**, plus approved non-salary expenses identified in Section 7.4 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	$196,741.00	

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.

Worksheet D-1

EXHIBIT D-1: BASIC SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
101	**PRELIMINARY AND GENERAL ITEMS**	
101.1	Project Management	**$ 8,998.00**
101.2	Kick-Off Meeting and Progress Meetings	**$ 10,784.00**
101.3	Utility and Agency Coordination	**$ 8,314.00**
101	**Subtotal Hours**	
101	**Subtotal Fee**	**$ 28,096.00**
102	**30% DESIGN PHASE**	
102.1	Control Survey	**$ 6,842.00**
102.1.3	Topographic Survey	**$ 22,435.00**
102.1.4	Utility Survey	**$ 12,512.00**
102.2	Right-of-Way	**$ 8,883.00**
102.3	Records Review, Information Research and Analysis of Data	**$ 20,960.00**
102.4	Subsurface Utility Engineering (SUE) Services	**$ 14,170.00**
102.5	Geotechnical Investigation	**$ 17,371.00**
102.6.1	30% Design Phase Plans	**$ 41,555.00**
102.6.2	Preliminary Design Report	**$ 15,021.00**
102.6.5	Quality Control/Quality Assurance Review	**$ 5,824.00**
102.7	Walk Through	**$ 3,072.00**
102	**Subtotal Hours**	
102	**Subtotal Fee**	**$ 168,645.00**
	Total Basic Services Hours	
	Total Basic Services Fee	**$ 196,741**

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	**$25,000.00**	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 7.3 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	$120
Associate	$110
Supervising Project Engineer/Manager	$95
Project Manager	$90
Sr. Project Engineer	$72
Project Engineer	$62
Supervising Designer	$56
Senior Designer	$52
Designer	$40
Engineering Intern	$44
Senior CAD Tech	$35
CAD Tech	$32
Clerical	$35
PLS	$65
LSI	$44
Survey Crew Member **	$91

501 ADDITIONAL SERVICES RATES

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

ADDITIONAL SERVICE	**SUBMITTALS**	**SCHEDULE IMPACT**	**FIXED FEE**
Reference the following Exhibit E-1: Additional Services Fee Breakdown.			$0

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

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

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

Worksheet E-1

EXHIBIT E-1: ADDITIONAL SERVICES FEE BREAKDOWN

TASK	DESCRIPTION	Task Amounts
	ADDITIONAL SERVICES	
	Additional Design Services	**$ 25,000**
	Total Additional Services - Hours	
	Total Additional Services - Fee	**$ 25,000**

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: Rosa Cortez, P.E.

600.2 CITY REPRESENTATIVE'S SUPERVISOR: Randy McConnell, 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.

601.2 CONSULTANT REPRESENTATIVE (who may also be one of the following staff): John Eric Garner, P.E.

601.3 CONSULTANT REPRESENTATIVE'S SUPERVISOR: Tim McCoy, P.E.

601.4 PROJECT MANAGER: Eric Garner, P.E.

601.4.1 RESPONSIBLE IN CHARGE PERSON:
List name of individual Engineer as licensed: John Eric Garner, P.E.

601.4.2 IN CHARGE PERSON'S STATE OF NEVADA LICENSE NUMBER:
List Engineer license number: 026789

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.

602.2 AERIAL MAPPING: Aerotech Mapping, Inc.

602.3 ENVIRONMENTAL: N/A

602.4 CIVIL ENGINEER: N/A

602.5 STRUCTURAL ENGINEER: N/A

602.6 MECHANICAL ENGINEER: N/A

602.7 ELECTRICAL ENGINEER: N/A

602.8 LANDSCAPE DESIGN: N/A

602.9 INDEPENDENT COST ESTIMATOR (NOT the Consultant): N/A

602.10 GEOTECHNICAL ENGINEER: Geotechnical Environmental Services, Inc. (GES)

602.11 LAND SURVEYOR: N/A

602.12 POTHOLING: N/A

END OF EXHIBIT "F"

EXHIBIT G
EXAMPLE INVOICE

Project Name:
Contract No:
Purchase Order No.:
Hansen #:
Invoice Number
Period
Invoice Date:

Consultant:
Project Number:
Consultant Rep:
Consultant Phone:
CLV Project Manager:
CLV Program Manager:

Task	Description	Amount of Task	Amount Billed this Period	Amount Previously Billed	Amount Billed to Date	Amount Remaining	Percent Billed this Period	Percent Billed to Date	Percent Funds Remaining
101	**PRELIMINARY AND GENERAL ITEMS**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
101.1	Project Management				$0.00	$0.00			
101.2	Kick-Off Meeting and Progress Meetings				$0.00	$0.00			
101.3	Utility and Agency Coordination				$0.00	$0.00			
101.4	Project Permits				$0.00	$0.00			
102	**PRELIMINARY DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
102.1	Survey				$0.00	$0.00			
102.2	Right-of-Way				$0.00	$0.00			
102.3	Records Review; Information Research and Analysis of Data				$0.00	$0.00			
102.3.4	Existing Traffic Signal & Equipment Mapping				$0.00	$0.00			
102.4	Subsurface Utility Engineering (SUE) Services				$0.00	$0.00			
102.5	Geotechnical Investigation				$0.00	$0.00			
102.6.1	Conceptual Alternatives				$0.00	$0.00			
102.6.1.2	Bridge Conceptual Deisgn and Front Sheet				$0.00	$0.00			
102.6.2	Hydraulic Analysis				$0.00	$0.00			
102.7	Walk Through				$0.00	$0.00			
102.8	Overall Project Scope, Schedule and Budget Review				$0.00	$0.00			
103	**70% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
103.1.1	Design Report and Detailed Hydraulic Analysis - NOT USED				$0.00	$0.00			
103.1.2	70% Design Phase Plans				$0.00	$0.00			
103.1.2a	70% Structural Design				$0.00	$0.00			
103.1.3	70% Design Phase Construction Cost Estimate				$0.00	$0.00			
103.1.4	70% Special Provisions-NOT USED				$0.00	$0.00			
103.1.5	ADA/PROWAG Design Memorandum				$0.00	$0.00			
103.2	70% Walk Through				$0.00	$0.00			
103.3	Structures				$0.00	$0.00			
104	**90% DESIGN PHASE**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**			
104.1.1	Final Design Report				$0.00	$0.00			
104.1.2	90% Design Phase Plans				$0.00	$0.00			
104.1.2a	90% Structural Design				$0.00	$0.00			
104.1.3	90% Design Phase Construction Cost Estimate				$0.00	$0.00			
104.1.4	90% Design Phase Special Provisions				$0.00	$0.00			
104.2	Final ADA/PROWAG Design Memorandum				$0.00	$0.00			
104.3	90% Walk Through				$0.00	$0.00			
104.4	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

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: GCW, Inc.	
Address: 1555 S. Rainbow Boulevard, Las Vegas, NV	**City / ST / Zip:** 89146
Telephone: 702-804-2000	**EIN or DUNS :** 88-0116703
Block 2: Description / Subject Matter of Contract	
Services for: Sewer Rehabilitation Group k – Arville Street Relief Sewer	**Project Number:** 220027-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	Timothy A. McCoy President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2	Heidi Dexheimer Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3	Bob Murnane Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4	John Tobin Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5	Paul Burn Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6	Eric Giles Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7	Vicki Marjerrison Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8	Gia Nguyen Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
9	Joseph Cetrulo Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
10	Willie Felkins Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

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

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

8/10/2021
Date

Subscribed and sworn to before me this 10 day of August, 2021

Notary Signature

MICHAEL CAMPBELL
Notary Public, State of Nevada
No. 04-89552-1
My Appt. Exp. June 1, 2024

(CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11	Eric Garner Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
12	Lupe Gracia Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
13	Jay Guzman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
14	Daphne Hoffman Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
15	Todd Kelly Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
16	Betty Kilmer Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
17	Stephen Jones Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
18	Wes Petty Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
19	Saundra Vance Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
20	Employee Stock Ownership Plan	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

EXHIBIT H
CERTIFICATE – DISCLOSURE OF OWNERSHIP/PRINCIPALS

1. Definitions

"City" means the City of Las Vegas.

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

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

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

2. Policy

In accordance with Resolutions 79-99, 105-99 and RA-4-99, adopted by the City Council, Contracting Entities seeking to enter into certain contracts with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract.

3. Instructions

The disclosure required by the Resolutions referenced above shall be made through the completion of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting Entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted.

4. Incorporation

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

Block 1: Contracting Entity	
Name: GCW, Inc.	
Address: 1555 S. Rainbow Boulevard, Las Vegas, NV	**City / ST / Zip:** 89146
Telephone: 702-804-2000	**EIN or DUNS :** 88-0116703
Block 2: Description / Subject Matter of Contract	
Services for: Sewer Rehabilitation Group k – Arville Street Relief Sewer	**Project Number:** 220027-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	Timothy A. McCoy President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
2	Heidi Dexheimer Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
3	Bob Murnane Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
4	John Tobin Principal	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
5	Paul Burn Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
6	Eric Giles Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
7	Vicki Marjerrison Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
8	Gia Nguyen Senior Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
9	Joseph Cetrulo Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
10	Willie Felkins Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

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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

8/10/2021
Date

Subscribed and sworn to before me this 10 day of August, 2021

Michael Campbell
Notary Signature

MICHAEL CAMPBELL
Notary Public, State of Nevada
No. 04-89552-1
My Appt. Exp. June 1, 2024

(CONTINUED)

Block 4: Disclosure of Ownership and Principals

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

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
11	Eric Garner Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
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15	Todd Kelly Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
16	Betty Kilmer Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
17	Stephen Jones Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
18	Wes Petty Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
19	Saundra Vance Vice President	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000
20	Employee Stock Ownership Plan	1555 S. Rainbow Boulevard Las Vegas, NV 89146	(702) 804-2000

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
17

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

SUBJECT:
For possible action to approve the purchase of four (4) Pierce Velocity Pumper Fire Apparatus - Fire and Rescue Department - Award recommended to: HUGHES FIRE EQUIPMENT, INC. ($2,873,380 - Fire Equipment City Acquisition Internal Service Fund) - All Wards

FISCAL IMPACT:
Budget Funds Available
Amount: $2,873,380
Funding Source: Fire Equipment City Acquisition ISF
Dept./Division: Fire and Rescue

PURPOSE/BACKGROUND:
Fire and Rescue is a member is the National Cooperative Procurement Partners (NCPP) and qualifies to purchase equipment under the League of Oregon Cities (LOC) RFP 1905 Fire Apparatus, Pierce Contract No. PS20240. The LOC contract was awarded on the basis of a competitive solicitation. Pricing includes a discount of $13,032 per unit, for partial progress payment towards the completion of the chassis. This item is exempt from competitive bidding per NRS 332.115 (d), equipment which, by reason of the training of the personnel or of an inventory of replacement parts maintained by the local government is compatible with existing equipment and NRS 332.115 (a), items which may only be contracted from a sole source. Hughes Fire Equipment, Inc. is located in Springfield, Oregon and is the only authorized dealer for Pierce Manufacturing, Inc. in Clark County, Nevada.

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

BACKUP DOCUMENTATION:
1. Pricing Proposal

August 10, 2021

City of Las Vegas, NV
Four (4) Velocity Pumpers RG666
Build Location: Appleton, WI

	Unit-1 Price	Unit-2 Price	Unit-3 (or more) Per Unit Price	**Four (4) Units Combined**
Proposal Price	750,480.00	728,734.00	723,147.00	**2,925,508.00**
Less chassis progress payment discount	(13,032.00)	(13,032.00)	(13,032.00)	**(52,128.00)**
Total including all pre-pay discounts	737,448.00	715,702.00	710,115.00	**$ 2,873,380.00** *

*** Terms** (based on four (4) Pumpers Combined column)**:**

Delivery: Based on Pierce's current delivery schedule the apparatus would be ready for delivery from factory within 8.5 to 11.5 months after contract execution. Delivery is subject to change pending Pierce's delivery schedule at time of order. This time does not include any possible delays that may be caused by national disasters or pandemic.

Price Expiration: The above pricing is valid until September 10, 2021. If order is not submitted prior to that date, revised pricing will be required.

Multiple Unit Pricing: The above pricing is based on the apparatus being purchased, manufactured and delivered at the same time. If apparatus are not ordered on the same po/contract, manufactured and delivered at the same time, revised pricing will be required. If more than four (4) pumpers are ordered on the same po/contract the price per pumper will be **$723,147.00 per unit** (or $710,115.00 with chassis progress payment discount).

Payment Terms:

a. If pre-payment discount options are elected, the following terms will apply:

i. Chassis Progress Payment Discount: The chassis progress payment in the amount of **$1,737,584.00** ($434,396.00 per unit) will be due three (3) months prior to the ready for pick up from the factory date. If elected, an invoice will be provided 30 days prior to the chassis payment due date . If payment is not made when due the discount total will be added back to the final invoice.

b. If pre-payment discount options are not elected standard payment terms will apply: Final payment will be due 30 days after the apparatus leaves the factory for delivery. If payment is not made at that time a late fee will be applicable.

Consortium Purchase: The proposal is based on the apparatus being purchased through NPPGov utilizing League of Oregon Cities Master Price Agreement for RFP No. 1905 for Fire Apparatus contract PS20240 valid until 5/27/2023. It is the purchaser's responsibility to determine if the use of consortiums meets their purchasing requirements. Please verify your member ID# M-5690890 is correct.

Performance Bond: A performance bond is included in the above price and will be provided after order placement. If customer elects to remove the performance bond **$7,150.00** may be deducted from the purchase price. The performance bond is subject to changed based on the number of units purchased.

Transportation: Transportation of the apparatus to be driven from the factory to the customer's location is included in the above pricing. However, if permits are not obtainable, due to the weight of the apparatus, and the apparatus must be transported on a flat bed, additional transportation charges will be the responsibility of the customer. We will provide pricing at that time if necessary. If customer elects to drive the apparatus from the factory, **$20,000.00** ($5,000.00 per unit) may be deducted from the purchase price. If this option is elected payment in full and proof of insurance must be provided prior to leaving the factory and the customer is responsible for compliance with all state, local and federal DOT requirements including the driver possessing a valid CDL license.

Inspection Trips: Two (2) factory inspection trips for **three (3)** customer representatives is included in the above pricing. The inspection trips will be scheduled at times mutually agreed upon between the manufacture's representative and the customer, during the window provided by the manufacturer. Airfare, lodging and meals while at the factory are included. In the event the customer is unable to travel to the factory or the factory is unable to accept customers due to the restrictions caused by a national disaster or pandemic then the Dealership reserves the right to use forms of electronic media to accomplish the intention of the inspection trips. Every effort will be made to make the digital media as thorough as possible to satisfy the expectations of the of the customer. If the customer elects to forgo an inspection trip $1,850.00 per traveler (per trip) will be deducted from the final invoice.

Acceptance of Proposal: If the customer wishes to purchase the proposed apparatus Hughes Fire Equipment will provide the Customer its form of Purchase Agreement for the Customer's review and signature. If the Customer desires to use its standard form of purchase order as the Purchase Agreement, the purchase order is subject to review for any required revisions prior to acceptance. **All purchase orders shall be made out to Hughes Fire Equipment Inc.**

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
18

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Cannabis Distributor License (Medical/Recreational) for REDWOOD WAREHOUSE, LLC dba REDWOOD WAREHOUSE, LLC at 9625 Redwood Street - Clark County, Nevada

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Cannabis Distributor License (Medical/Recreational).

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

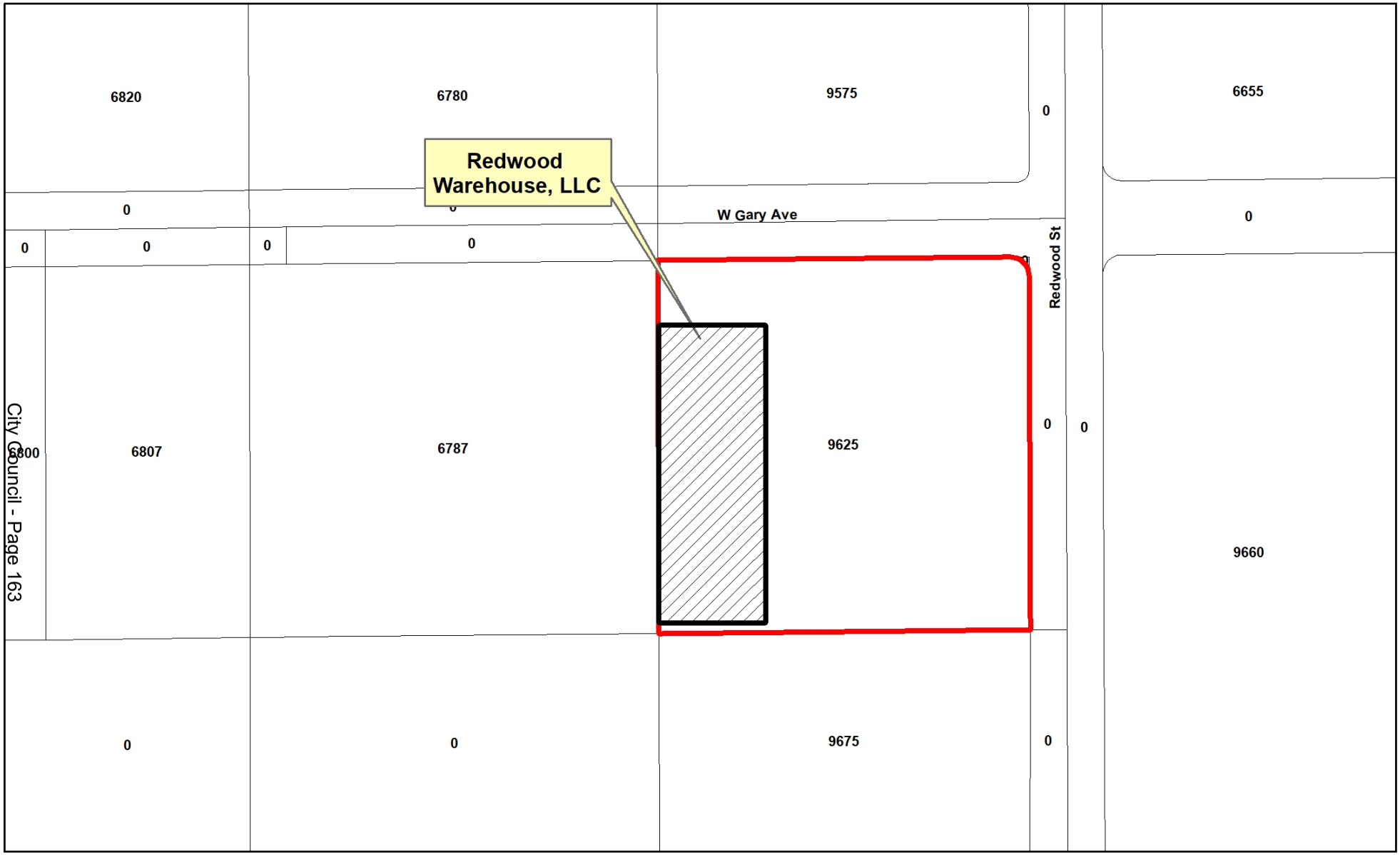
AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Cannabis Distributor License (Medical/Recreational) for REDWOOD WAREHOUSE, LLC dba REDWOOD WAREHOUSE, LLC at 9625 Redwood Street - Clark County, Nevada

OWNERSHIP:

REDWOOD WAREHOUSE, LLC

Harris Rittoff, Managing Member
Leon Kermani, Member
Richard Harris, Member
Daniel Burkhead, Member
George Botelho, Member
Multiple Members with less than 10% Ownership



Redwood Warehouse, LLC
9625 Redwood Street
Clark County, Nevada

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, August 11, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
19

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Retail Cannabis Store License for a Change of Ownership FROM: NATUREX II, LLC TO: NATUREX II, LLC dba CURALEAF at 1736 South Las Vegas Boulevard - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Retail Cannabis Store License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

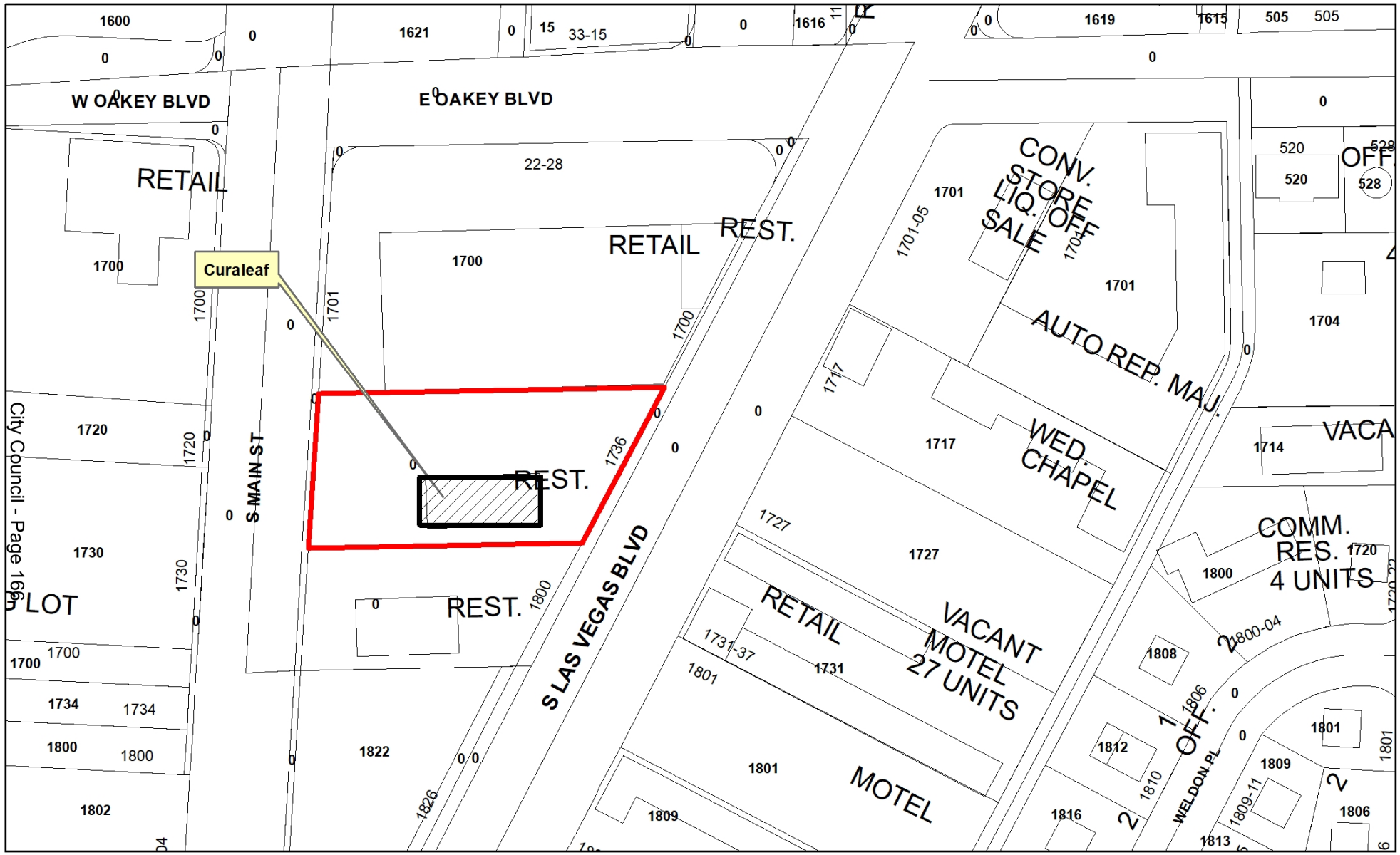
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Retail Cannabis Store License for a Change of Ownership FROM: NATUREX II, LLC TO: NATUREX II, LLC dba CURALEAF at 1736 South Las Vegas Boulevard - Ward 3 (Diaz)

OWNERSHIP:

NATUREX II, LLC
BB Marketing, LLC, Manager
NO. 2 With Swiss, LLC, Managing Member
Robert Frey, Managing Member
Kosh, LLC, Managing Member
Robert Frey, Managing Member
Ghost Pepper, LLC, Managing Member
Michael Frey, Managing Member
Ed Gehres, Manager
Kyle Wyloge, Member
PT Nevada, Inc., Member
Joseph Lusardi, President, Director
Neil Davidson, Secretary, Treasurer, Director
Curaleaf, Inc., Shareholder
Joseph Lusardi, President, Secretary, Treasurer, Director
Curaleaf Holdings, Inc., Shareholder
Joseph D. Bayern, President, Chief Executive Officer
Michael Carlotti, Chief Financial Officer
Kyle Crossley, Secretary
Boris Jordan, Director
Joseph Lusardi, Director
Jaswinder Grover, Director
Peter Derby, Director
Karl Johansson, Director
Mitchell Kahn, Director
Andrey Blokh, Shareholder



Freeways
Subject Property
City Limits
Site Location

Curaleaf
1736 South Las Vegas 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, July 27, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
20

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Medical Cannabis Dispensary License for a Change of Ownership FROM: NATUREX II, LLC TO: NATUREX II, LLC dba CURALEAF at 1736 South Las Vegas Boulevard - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Medical Cannabis Dispensary License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

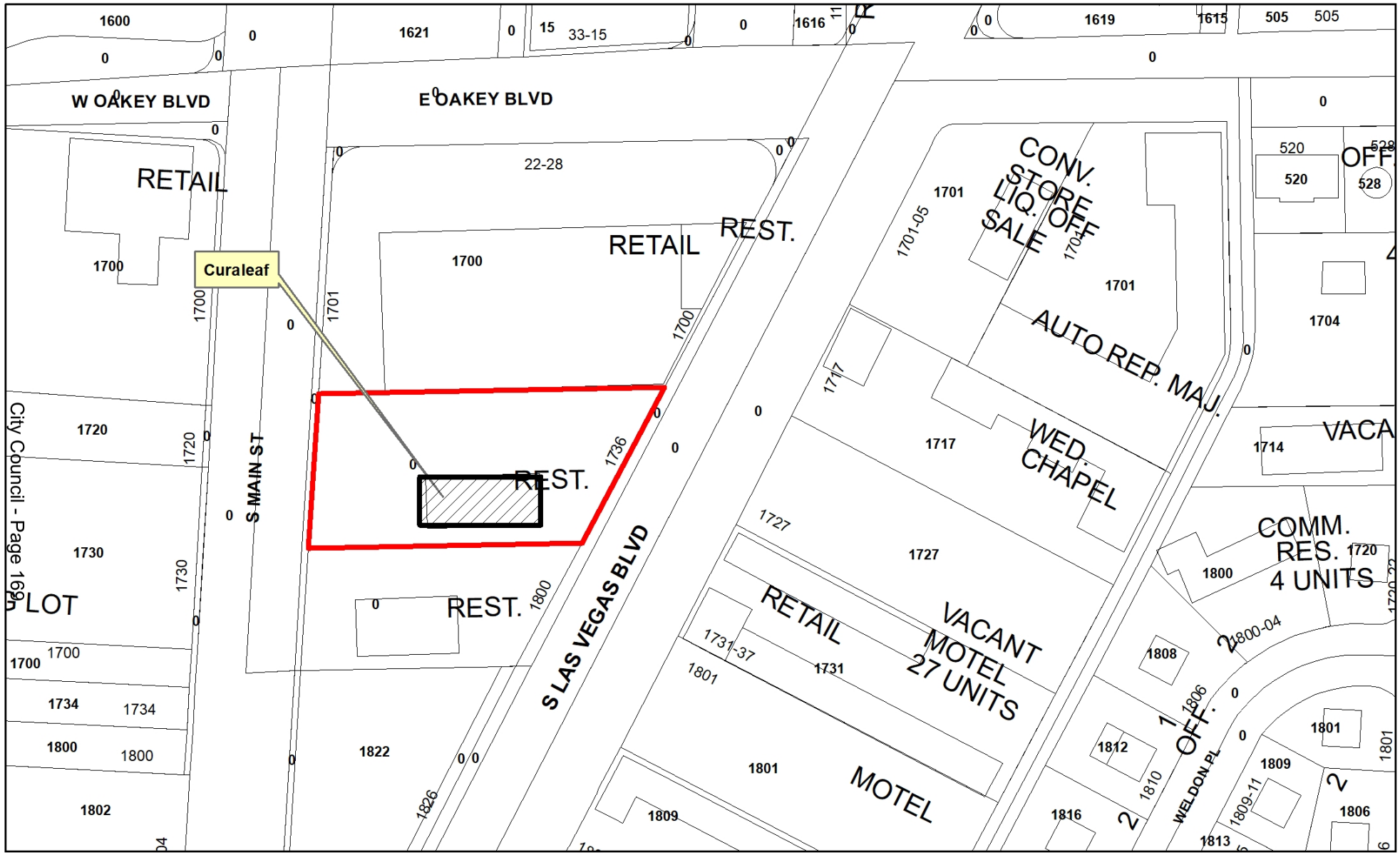
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Medical Cannabis Dispensary License for a Change of Ownership FROM: NATUREX II, LLC TO: NATUREX II, LLC dba CURALEAF at 1736 South Las Vegas Boulevard - Ward 3 (Diaz)

OWNERSHIP:

NATUREX II, LLC
BB Marketing, LLC, Manager
NO. 2 With Swiss, LLC, Managing Member
Robert Frey, Managing Member
Kosh, LLC, Managing Member
Robert Frey, Managing Member
Ghost Pepper, LLC, Managing Member
Michael Frey, Managing Member
Ed Gehres, Manager
Kyle Wyloge, Member
PT Nevada, Inc., Member
Joseph Lusardi, President, Director
Neil Davidson, Secretary, Treasurer, Director
Curaleaf, Inc., Shareholder
Joseph Lusardi, President, Secretary, Treasurer, Director
Curaleaf Holdings, Inc., Shareholder
Joseph D. Bayern, President, Chief Executive Officer
Michael Carlotti, Chief Financial Officer
Kyle Crossley, Secretary
Boris Jordan, Director
Joseph Lusardi, Director
Jaswinder Grover, Director
Peter Derby, Director
Karl Johansson, Director
Mitchell Kahn, Director
Andrey Blokh, Shareholder



Curaleaf
1736 South Las Vegas Boulevard
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, July 27, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
21

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Whole Sale General License for a Change of Ownership FROM: GOOD SPIRITS DISTRIBUTING, LLC TO: GOOD SPIRITS DISTRIBUTING, LLC dba SUMMIT SPIRITS & WINE at 6975 South Decatur Boulevard, Suites #100 and #110 - Clark County, Nevada

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Whole Sale General License for a Change of Ownership.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

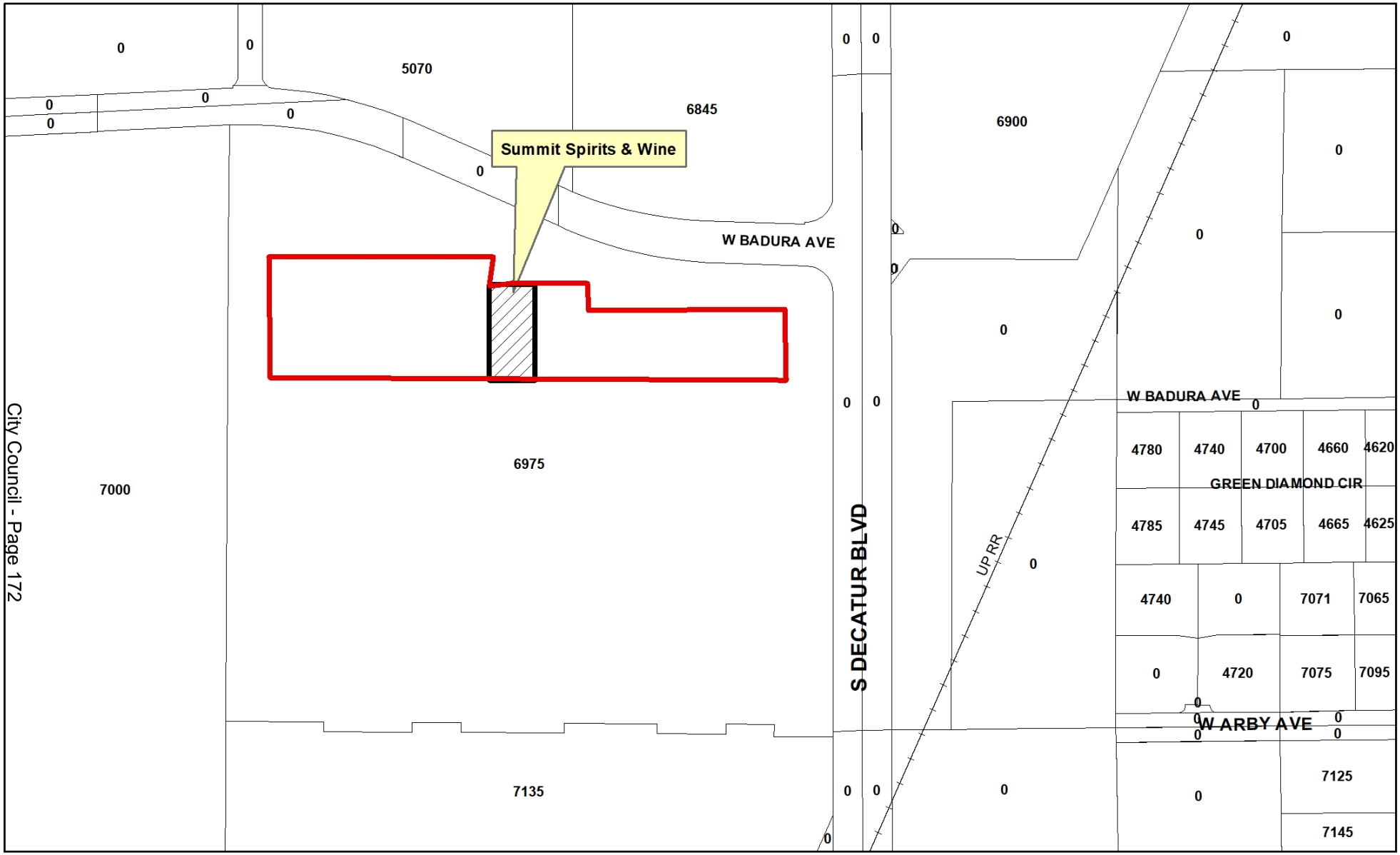
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Whole Sale General License for a Change of Ownership FROM: GOOD SPIRITS DISTRIBUTING, LLC TO: GOOD SPIRITS DISTRIBUTING, LLC dba SUMMIT SPIRITS & WINE at 6975 South Decatur Boulevard, Suites #100 and #110 - Clark County, Nevada

OWNERSHIP:

GOOD SPIRITS DISTRIBUTING, LLC
Summit Spirits & Wine, Inc., Managing Member
Tony O. Ravelo, President, Director, Shareholder
Kevin C. McCracken, Director, Shareholder
Ian H. Staller, Director, Shareholder
Paul Nassif, Director, Shareholder



Summit Spirits & Wine
6975 South Decatur Boulevard, Suites #100 & 110
(Clark County, Nevada)

Freeways
Subject Property
City Limits
Site Location

N

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, July 27, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
22

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: BRIGGS OF STRATOSPHERE, LLC TO: BRIGGS OF STRATOSPHERE, LLC dba FAT TUESDAY at 2000 South Las Vegas Boulevard, Suite D11 - Ward 3 (Diaz)

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

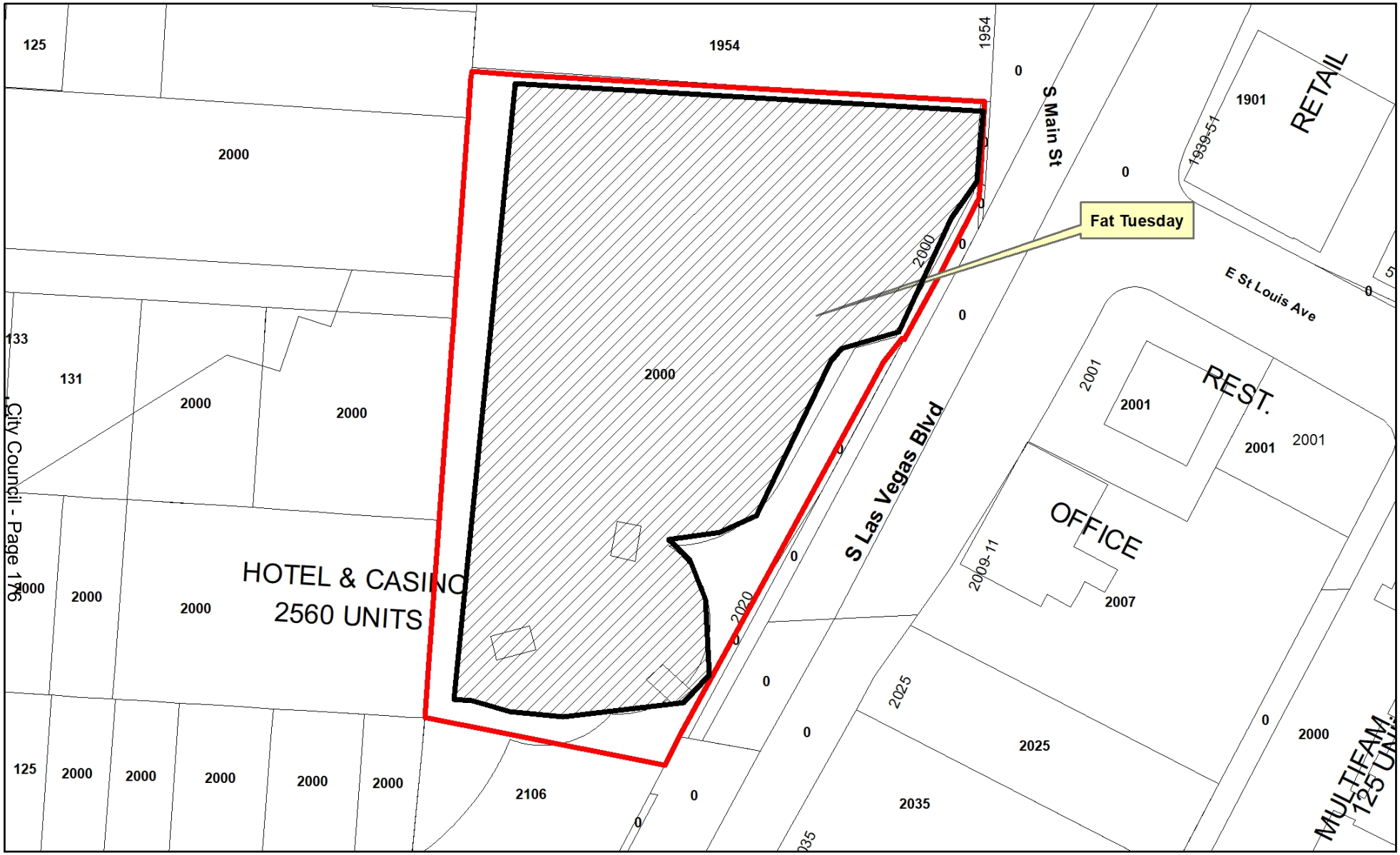
AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: BRIGGS OF STRATOSPHERE, LLC TO: BRIGGS OF STRATOSPHERE, LLC dba FAT TUESDAY at 2000 South Las Vegas Boulevard, Suite D11 - Ward 5 (Crear)

OWNERSHIP:

BRIGGS OF STRATOSPHERE, LLC
Alexandre De Macedo, Manager
Brian Esser, Officer
190 Octane Retail, LLC, Member
Alexandre De Macedo, Manager
190 Octane Financing, LLC, Member
Alexandre De Macedo, Manager
190 Octane Intermediate, LLC, Member
Alexandre De Macedo, Manager
190 Octane Holdings, LLC, Member
Multiple Members w/less than 3% Ownership
Alex Sloane, Manager
Matt Perelman, Manager
Richard Reuter, Manager
Eric Hirschhorn, Manager
Alexandre De Macedo, Manager
David A. Briggs Jr., Manager
Travis Briggs, Manager
Briggs Investments, Inc., Member
David A. Briggs, Jr., Director, Shareholder
Rhett Barret Briggs, Shareholder
William Tyson Walker, Shareholder
Travis Briggs, Shareholder
GSP 190 Octane, LLC, Member
GSP 190 Octane Trust, Managing Member
Alexander Sloane, Trustee
Matthew Perelman, Trustee
GSP 190 Octane Holdings, LLC, Beneficiary
Matthew Perelman, Manager
Alexander Sloane, Manager
GSP 3.0 Fund, LP, Member
GSP 3.0 GP, LP, General Partner
Multiple Limited Partners
GSP 2.0 UGP, LLC, General Partner
Alexander Sloane, Managing Member
Matthew Perelman, Managing Member
GSP 3 FT AC, LP, Member

GSP 3.0 GP, LP, General Partner
Multiple Limited Partners
GSP 2.0 UGP, LLC, General Partner
Alexander Sloane, Managing Member
Matthew Perelman, Managing Member



Fat Tuesday
2000 South Las Vegas Boulevard, Suite D11
Ward #3

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, August 10, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
23

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: FAT TUESDAY NEONOPOLIS, LLC TO: FAT TUESDAY NEONOPOLIS, LLC dba FAT TUESDAY at 450 Fremont Street, Suite #101 - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a 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

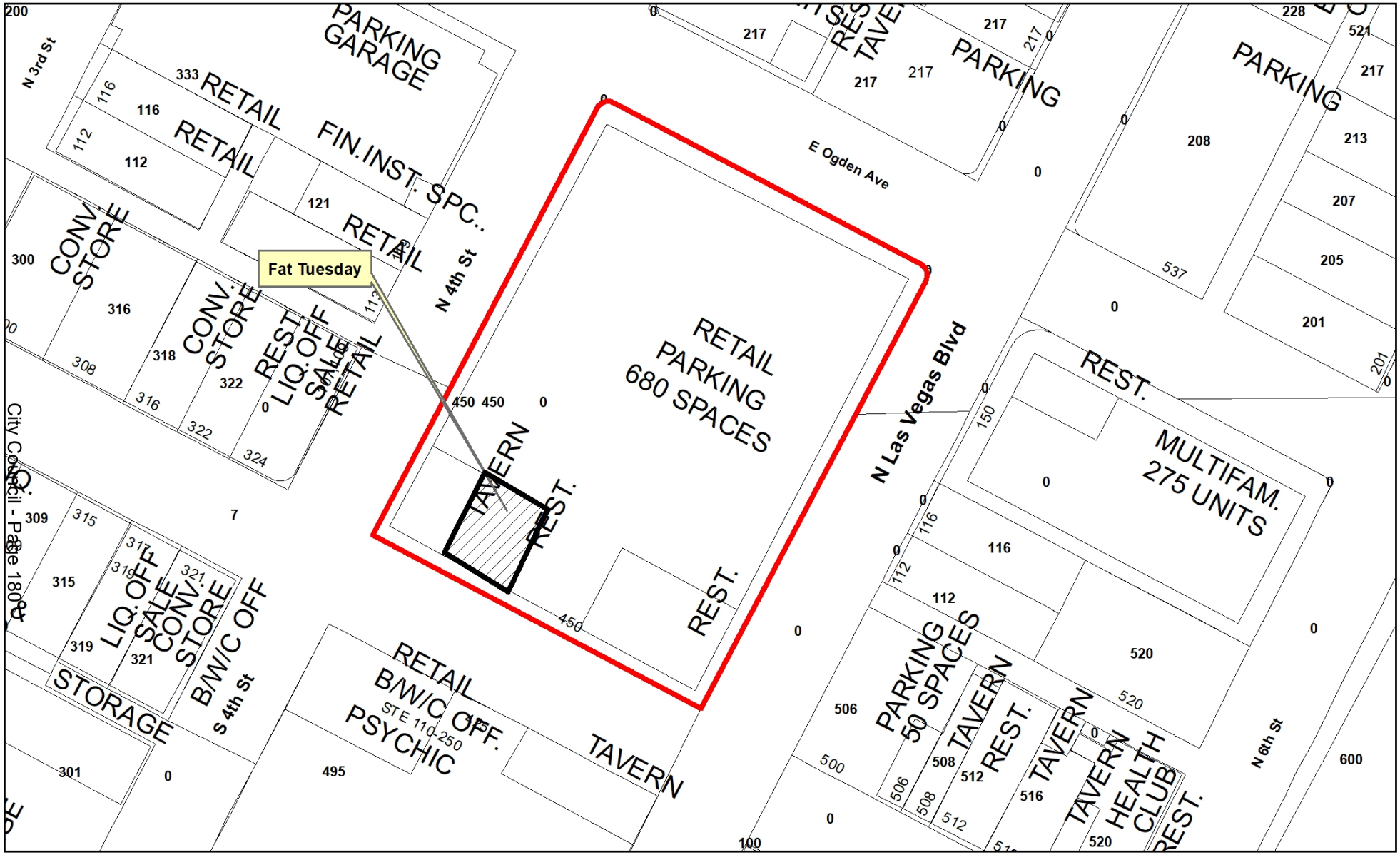
AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Tavern License for a Change of Ownership FROM: FAT TUESDAY NEONOPOLIS, LLC TO: FAT TUESDAY NEONOPOLIS, LLC dba FAT TUESDAY at 450 Fremont Street, Suite #101 - Ward 5 (Crear)

OWNERSHIP:

FAT TUESDAY NEONOPOLIS, LLC
EC NV Retail Holdings, LLC, Member
Michael Viellion, Managing Member
Barry Moore, Member
Briggs of Neonopolis, LLC, Managing Member
Alexandre De Macedo, Manager
Brian Esser, Officer
190 Octane Retail, LLC, Member
Alexandre De Macedo, Manager
190 Octane Financing, LLC, Member
Alexandre De Macedo, Manager
190 Octane Intermediate, LLC, Member
Alexandre De Macedo, Manager
190 Octane Holdings, LLC, Member
Multiple Members w/less than 3% Ownership
Alex Sloane, Manager
Matt Perelman, Manager
Richard Reuter, Manager
Eric Hirschhorn, Manager
Alexandre De Macedo, Manager
David A. Briggs Jr., Manager
Travis Briggs, Manager
Briggs Investments, Inc., Member
David A. Briggs, Jr., Director, Shareholder
Rhett Barret Briggs, Shareholder
William Tyson Walker, Shareholder
Travis Briggs, Shareholder
GSP 190 Octane, LLC, Member
GSP 190 Octane Trust, Managing Member
Alexander Sloane, Trustee
Matthew Perelman, Trustee
GSP 190 Octane Holdings, LLC, Beneficiary
Matthew Perelman, Manager
Alexander Sloane, Manager
GSP 3.0 Fund, LP, Member
GSP 3.0 GP, LP, General Partner
Multiple Limited Partners

GSP 2.0 UGP, LLC, General Partner
Alexander Sloane, Managing Member
Matthew Perelman, Managing Member
GSP 3 FT AC, LP, Member
GSP 3.0 GP, LP, General Partner
Multiple Limited Partners
GSP 2.0 UGP, LLC, General Partner
Alexander Sloane, Managing Member
Matthew Perelman, Managing Member



Fat Tuesday
450 East Fremont Street, Suite #101
Ward #5

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, August 12, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
24

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Tavern-Limited License 2330 EVENTS, LLC dba THE INDUSTRIAL at 2330 Industrial Road - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Tavern-Limited License.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary tavern-limited license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

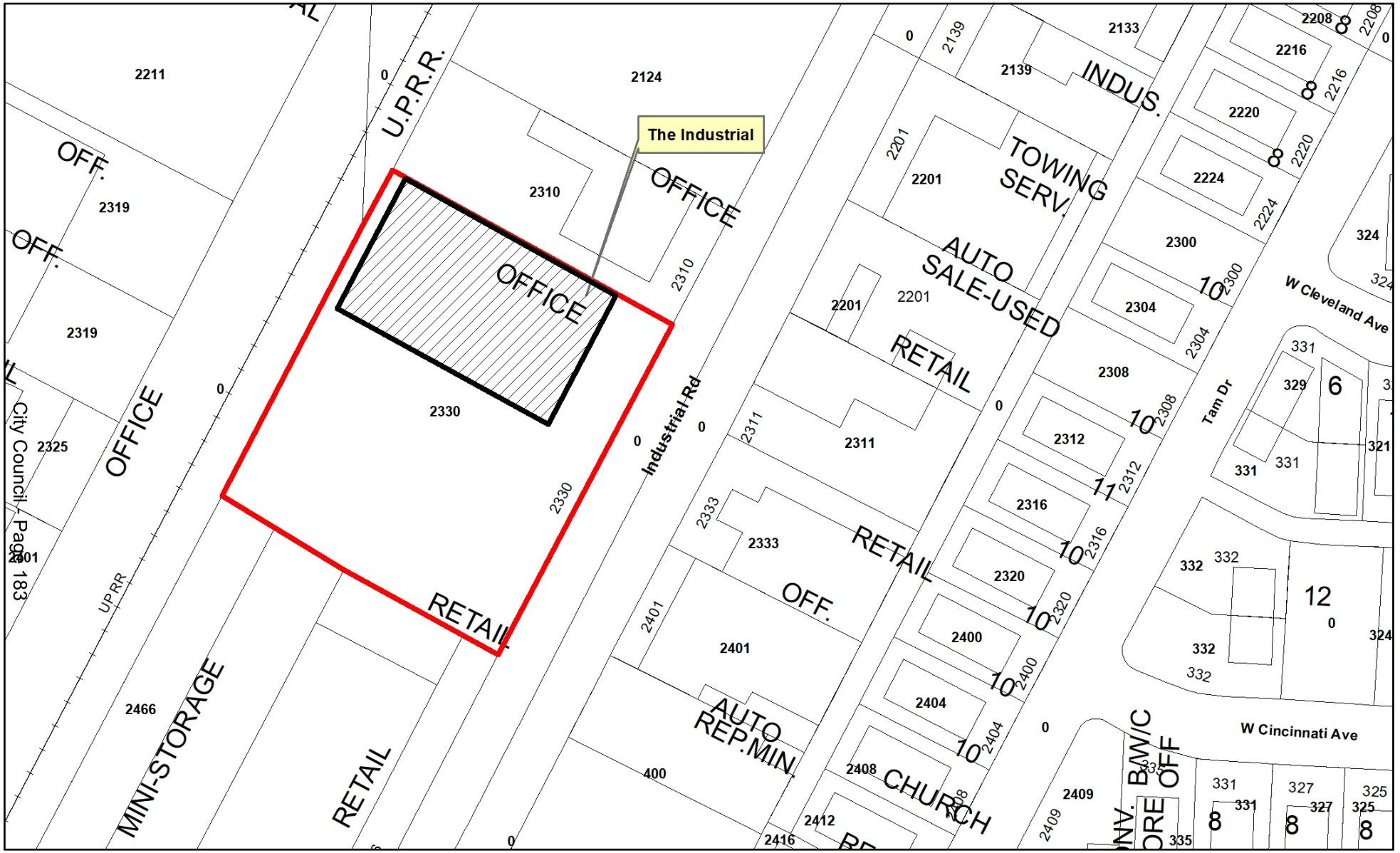
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Tavern-Limited License 2330 EVENTS, LLC dba THE INDUSTRIAL at 2330 Industrial Road - Ward 3 (Diaz)

OWNERSHIP:

2330 EVENTS, LLC
Alexis Marshall, Manager
The Alexis Victoria Marshall Trust, Member
Todd Marshall, Trustee
Alexis Victoria Marshall, Beneficiary
Joshua Abelson, Member



The Industrial
2330 Industrial Road
Ward #3

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, July 27, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
25

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Banquet or Event Establishment-Liquor License for a Change of Ownership FROM: 2330 EVENTS, LLC TO: 2330 EVENTS, LLC dba THE INDUSTRIAL at 2330 Industrial Road - Ward 3 (Diaz)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Banquet or Event Establishment-Liquor License.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary banquet or event establishment-liquor 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

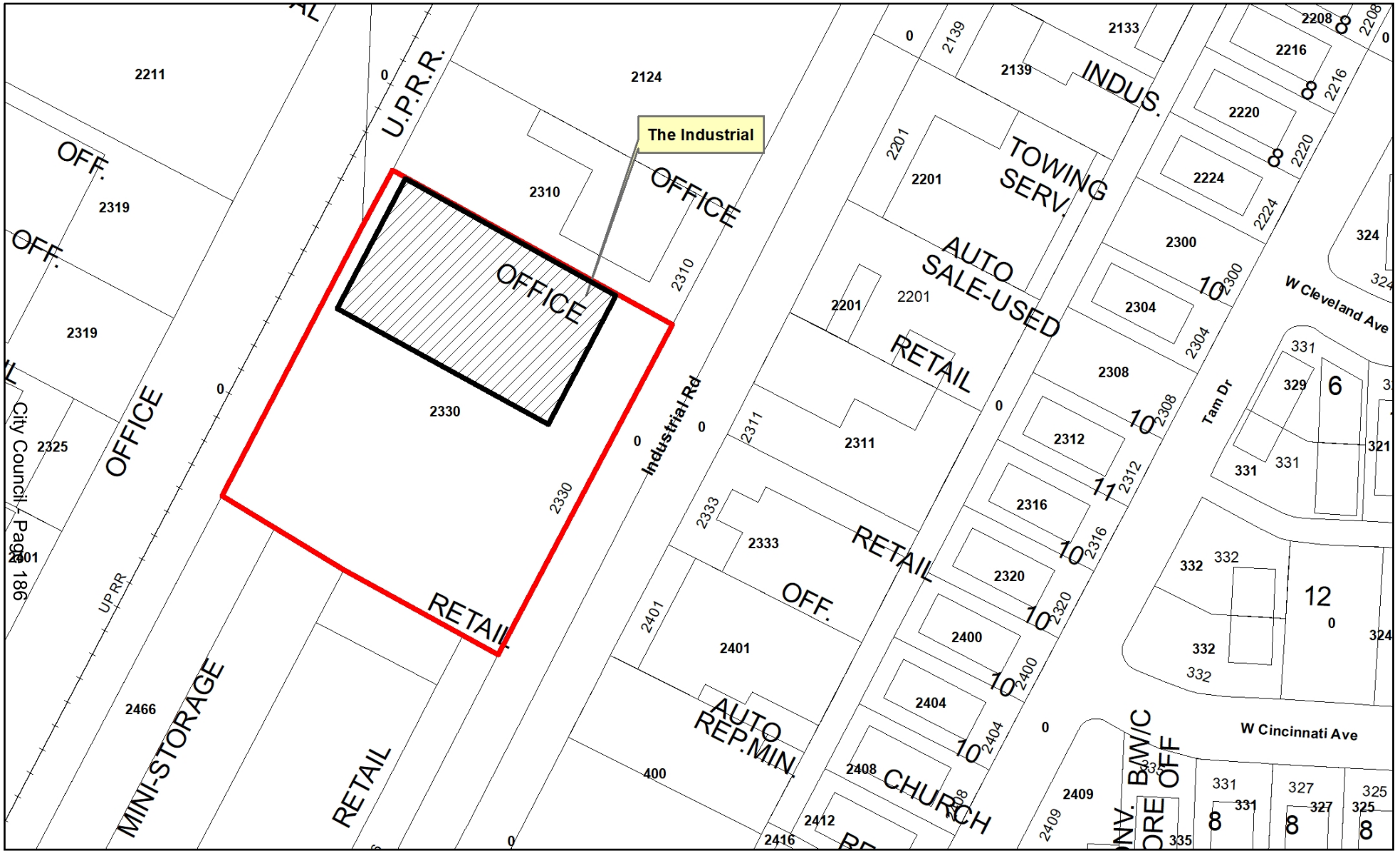
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Banquet or Event Establish-Liquor License for a Change of Ownership FROM: 2330 EVENTS, LLC TO: 2330 EVENTS, LLC dba THE INDUSTRIAL at 2330 Industrial Road - Ward 3 (Diaz)

OWNERSHIP:

2330 EVENTS, LLC
Alexis Marshall, Manager
The Alexis Victoria Marshall Trust, Member
Todd Marshall, Trustee
Alexis Victoria Marshall, Beneficiary
Joshua Abelson, Member



The Industrial
2330 Industrial Road
Ward #3

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, July 27, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
26

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Tavern License for a Change of Ownership FROM: PIZZA ROCK II LV, LLC TO: BBB SKYE PARTNERS, LLC dba BIG BOY TAVERN at 9800 West Skye Canyon Park Drive, Suite #160 - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Tavern 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: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Tavern License for a Change of Ownership FROM: PIZZA ROCK II LV, LLC TO: BBB SKYE PARTNERS, LLC dba BIG BOY TAVERN at 9800 West Skye Canyon Park Drive, Suite #160 - Ward 6 (Fiore)

OWNERSHIP:

BBB SKYE PARTNERS, LLC
DZ Gaming Trust, Managing Member
David Delzotto, Trustee
TH Tavern 3, LLC, Managing Member
Timothy P. Herbst Gaming Trust, Managing Member
Timothy P. Herbst, Trustee

Big Boy Tavern

9800 West Skye Canyon Park Drive, Suite #160

Ward #6

Freeways

Subject Property

City Limits

Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.

Geographic Information System

Planning & Development Dept.

702-229-6301

Date: Wednesday, June 30, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
27

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Restricted Gaming License for BBB SKYE PARTNERS, LLC dba BIG BOY TAVERN at 9800 West Skye Canyon Park Drive, Suite #160 - Ward 6 (Fiore)

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: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for BBB SKYE PARTNERS, LLC dba BIG BOY TAVERN at 9800 West Skye Canyon Park Drive, Suite #160 - Ward 6 (Fiore)

OWNERSHIP:

BBB SKYE PARTNERS, LLC
DZ Gaming Trust, Managing Member
David Delzotto, Trustee
TH Tavern 3, LLC, Managing Member
Timothy P. Herbst Gaming Trust, Managing Member
Timothy P. Herbst, Trustee

Big Boy Tavern

9800 West Skye Canyon Park Drive, Suite #160

Ward #6

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Wednesday, June 30, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
28

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License VANILLA AND PEPPER CATERING AND EVENTS, LLC dba AROMI at 2110 North Rampart Boulevard, Suite #110 - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary beer/wine/cooler on-sale license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

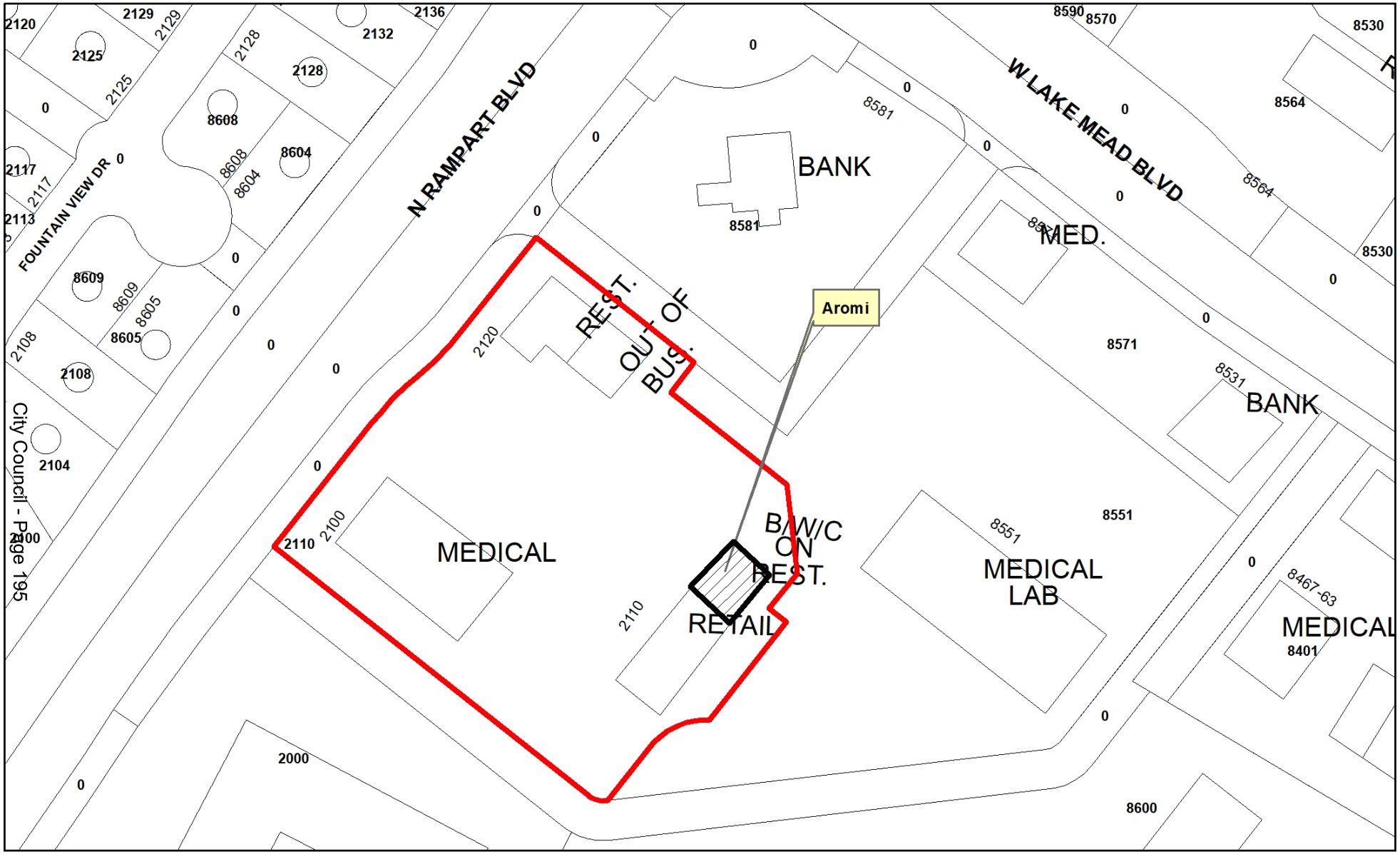
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Beer/Wine/Cooler On-Sale License VANILLA AND PEPPER CATERING AND EVENTS, LLC dba AROMI at 2110 North Rampart Boulevard, Suite #110 - Ward 2 (Seaman)

OWNERSHIP:

VANILLA AND PEPPER CATERING AND EVENTS, LLC
Alessandro Stoppa, Managing Member
German Castellanos, Managing Member



Aromi
2110 North Rampart Boulevard, Suite #110
Ward #2

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, July 27, 2021

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
29

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Beer/Wine/Cooler On-Sale License for CALIFORNIA FISH GRILL, LLC dba CALIFORNIA FISH GRILL at 1100 South Fort Apache Road, Suite #170 - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Beer/Wine/Cooler On-Sale License.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

City of Las Vegas

AGENDA MEMO

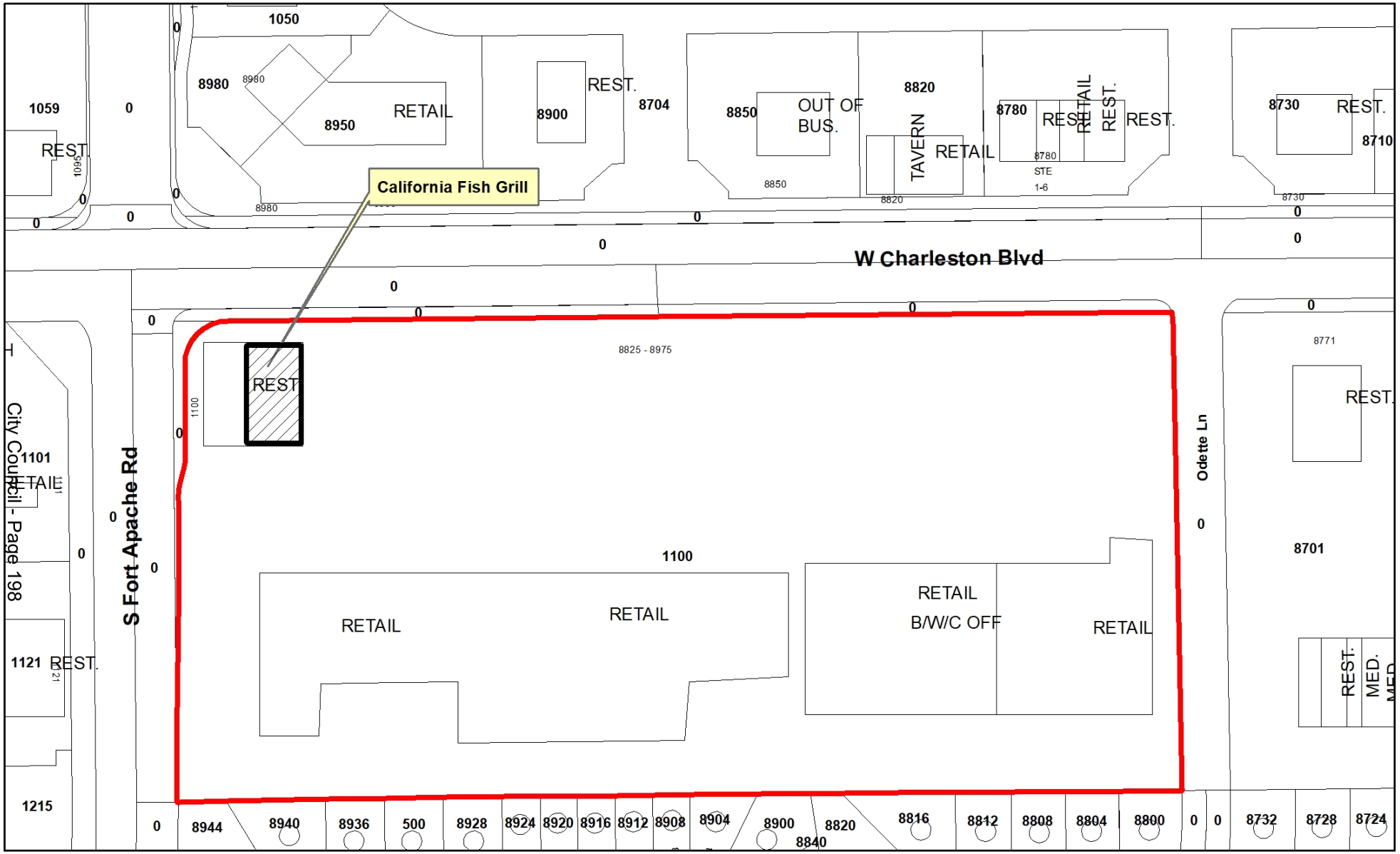
CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Beer/Wine/Cooler On-Sale License for CALIFORNIA FISH GRILL, LLC dba CALIFORNIA FISH GRILL at 1100 South Fort Apache Road, Suite #170 - Ward 2 (Seaman)

OWNERSHIP:

CALIFORNIA FISH GRILL

Victor Topete, Manager
Allan Karp, Manager
William Logan, Manager
Russel Bendel, Manager
Ira Filas, Manager
Robert Holden, Manager
Paul Potvin, Chief Financial Officer and Secretary
KR CFG, LLC, Member
- KarpReilly Capital Partners II, LP, Managing Member
  - Allan Karp, Officer
  - Christopher Reilly, Officer
- KarpReilly Direct, LLC, Managing Member
  - Allan Karp, Managing Member
  - Christopher Reilly, Managing Member
  - Edmond Thomas, Managing Member
- KR CFG Blocker II Corp., Managing Member
- Multiple Shareholders less than 10%

Multiple Members with less than 10% Ownership


California Fish Grill
W Charleston Blvd
S Fort Apache Rd
Odette Ln
1100
8825 - 8975
REST.
RETAIL
RETAIL
RETAIL
B/W/C OFF
RETAIL
OUT OF BUS.
TAVERN
RETAIL
REST.
REST.
REST.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
30

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: MARIA SAUCEDO TO: ARCE GROUP, LLC dba LOS MOLCAJETES at 1553 North Eastern Avenue - 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

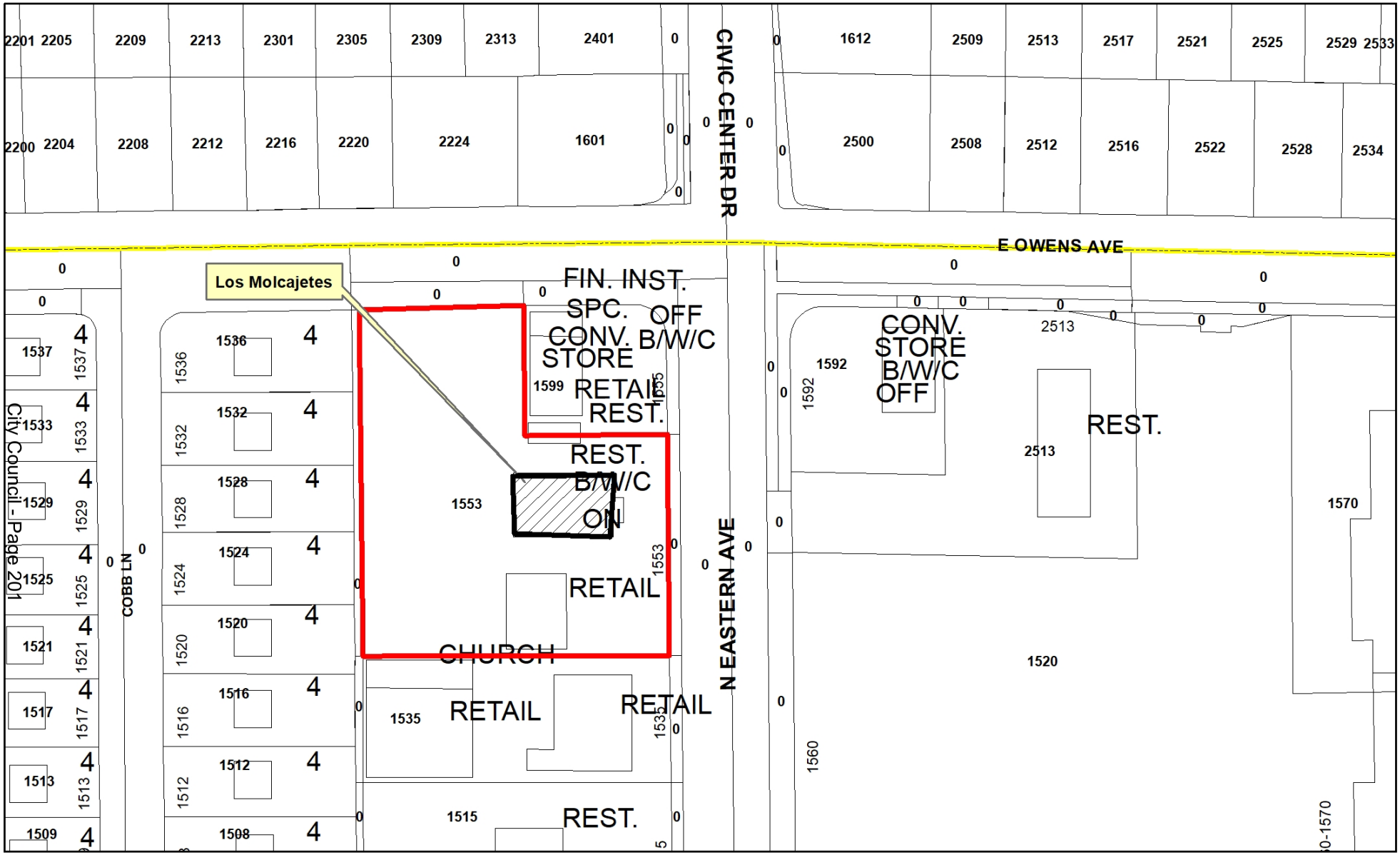
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Beer/Wine/Cooler On-Sale License for a Change of Ownership FROM: MARIA SAUCEDO TO: ARCE GROUP, LLC dba LOS MOLCAJETES at 1553 North Eastern Avenue - Ward 3 (Diaz)

OWNERSHIP:

ARCE GROUP, LLC
David B. Arce, Managing Member
Maricela Moreno Andrade, Managing Member



Los Molcajetes
1553 North Eastern 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: Tuesday, July 27, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
31

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

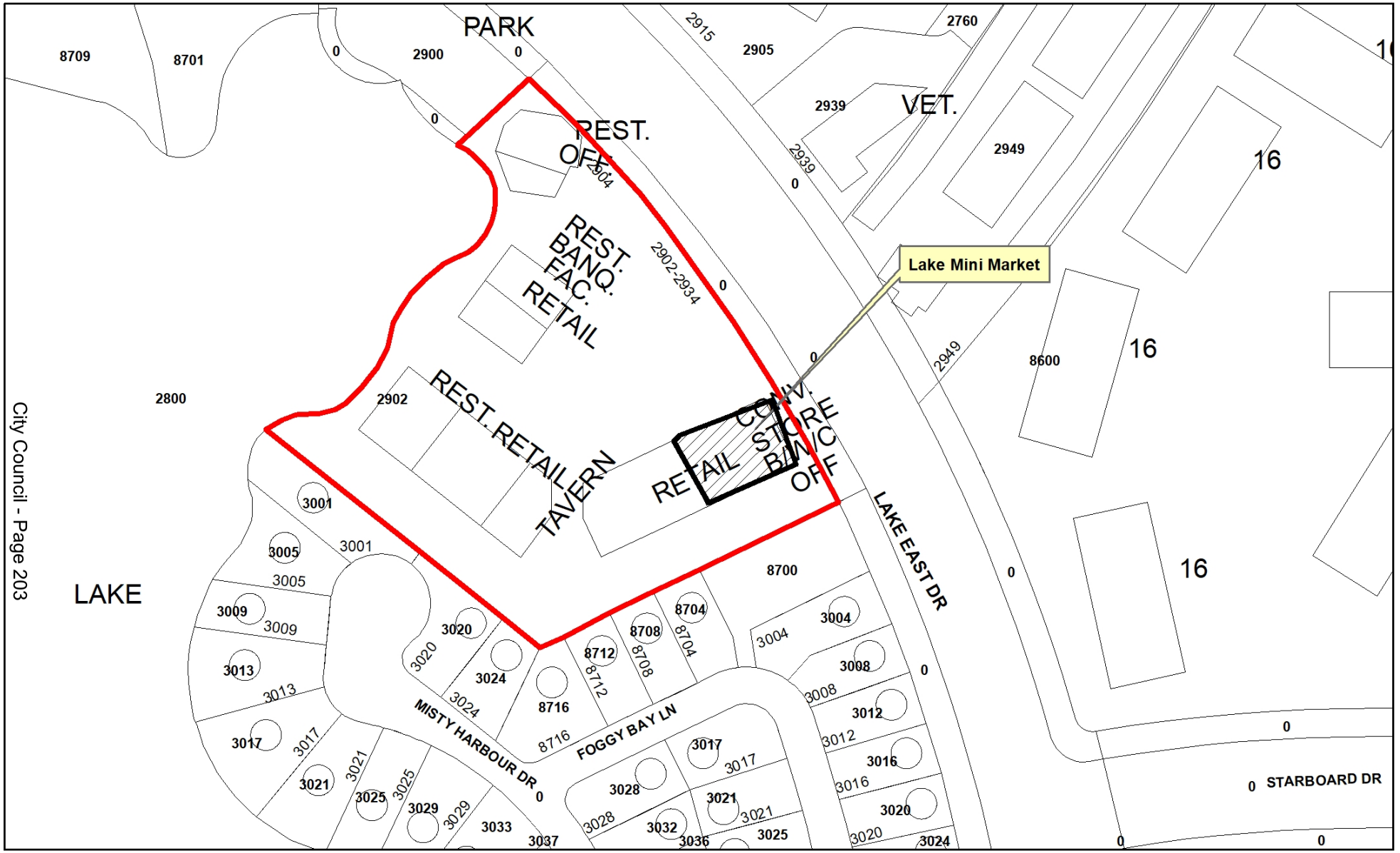
SUBJECT:
For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership FROM: FAYMAG LLC TO: PASHA INVESTMENT, LLC dba LAKE MINI MARKET at 2934 Lake East Drive [Reza Nayebhosseini, Managing Member] - Ward 2 (Seaman)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Beer/Wine/Cooler Off-Sale License for a Change of Ownership.

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. Location Map



Lake Mini Market
2934 Lake East Drive
Ward #2

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Tuesday, July 27, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
32

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Restricted Gaming License for GOLDEN MARKET 7, LLC dba GOLDEN MARKET 7 at 321 North Mojave 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.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

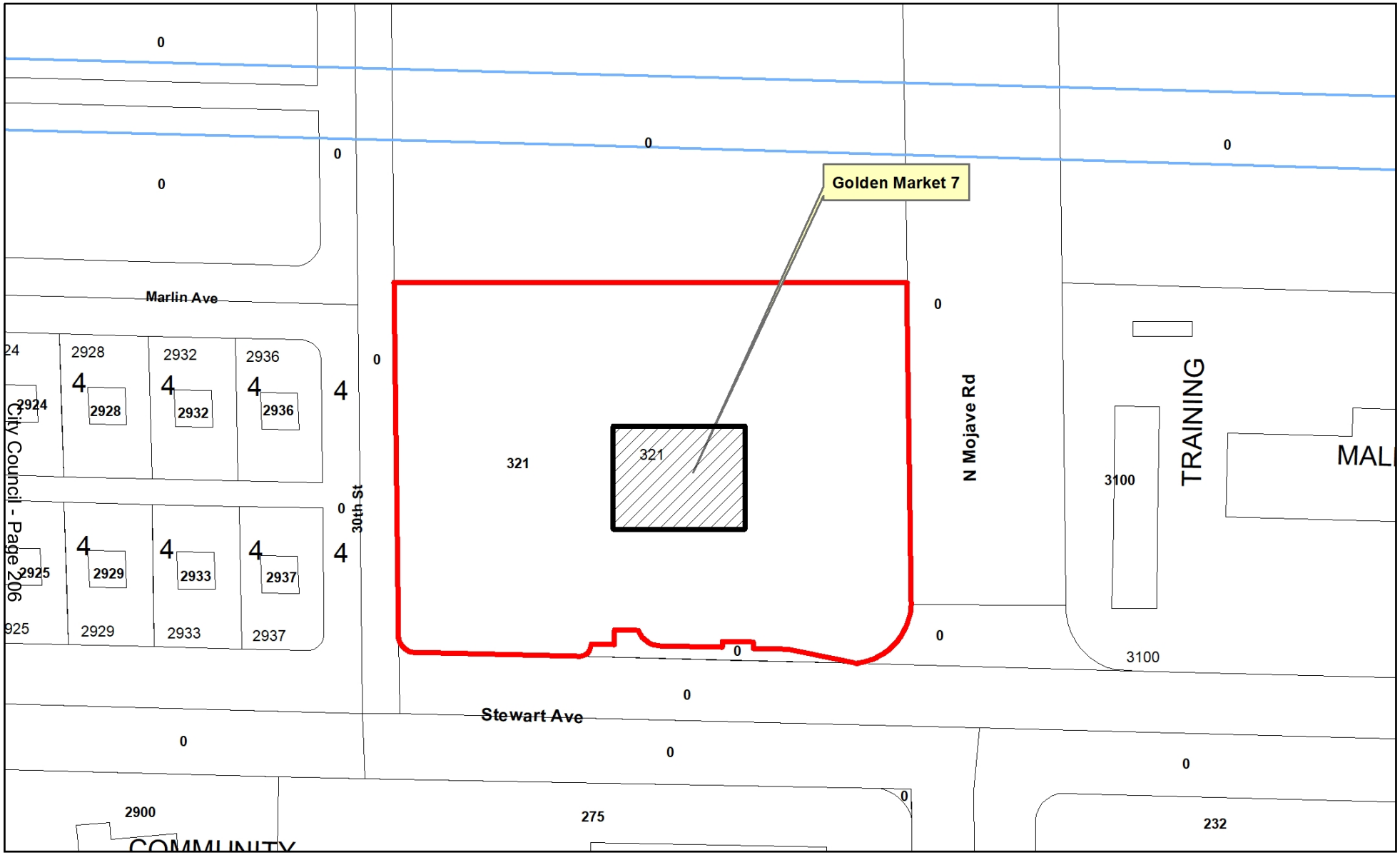
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Restricted Gaming License for GOLDEN MARKET 7, LLC dba GOLDEN MARKET 7 at 321 North Mojave Road - Ward 3 (Diaz)

OWNERSHIP:

GOLDEN MARKET 7, LLC
Amer Panou, Managing Member
Amar Panou, Managing Member



Golden Market 7
321 North Mojave 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: Tuesday, August 10, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
33

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Two-Day Opening for a Non-Restricted Gaming License FIFTH STREET GAMING, LLC dba FIFTH STREET GAMING, LLC db at GOLD SPIKE HOTEL at 217 North Las Vegas Boulevard - Ward 5 (Crear)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Two-Day Opening for a Non-Restricted Gaming License opening from September 30, 2021 at 4:00 p.m. to October 1, 2021 at 8:00 a.m. to retain Non-Restricted Gaming rights.

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

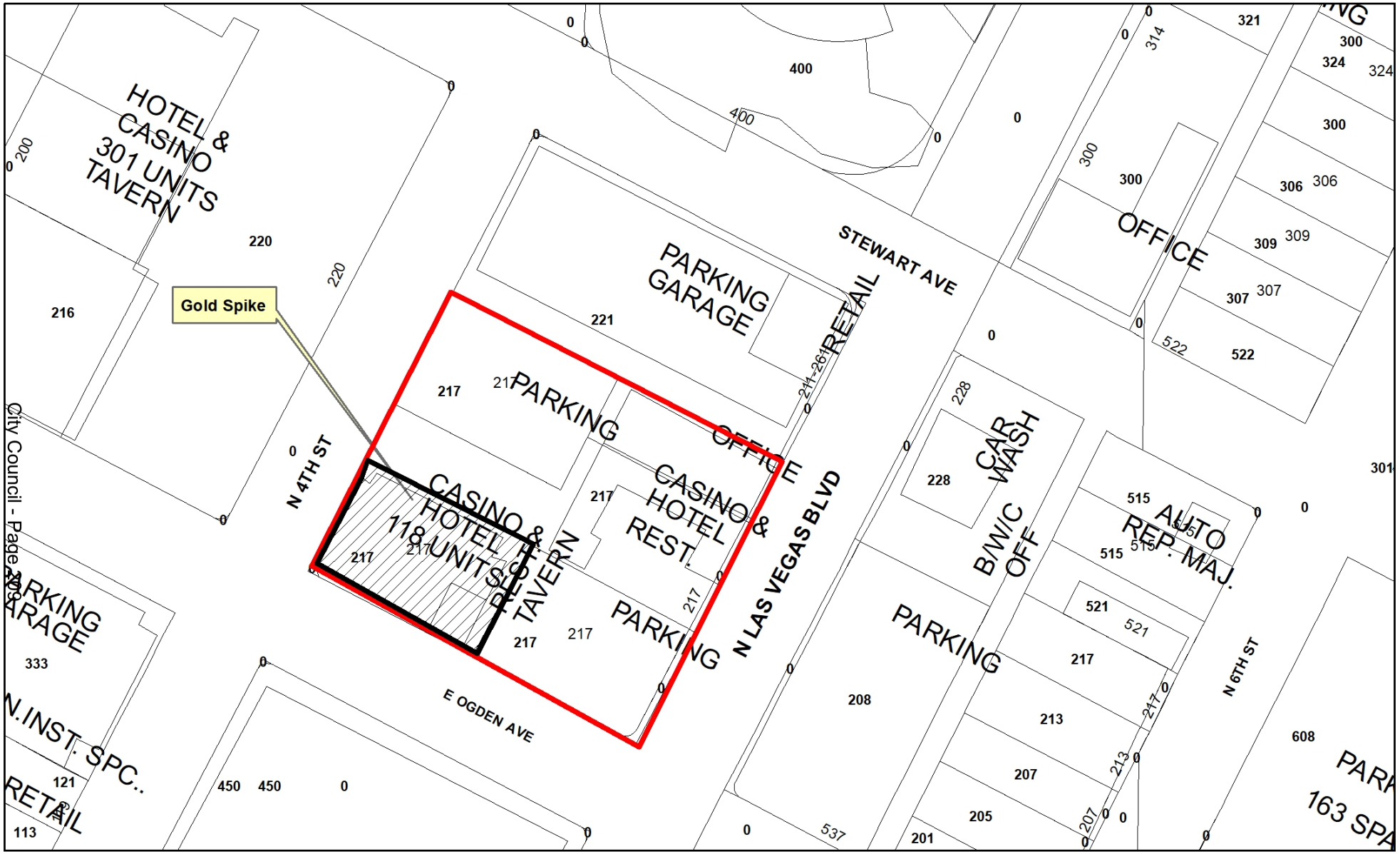
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Two-Day Opening for a Non-Restricted Gaming License FIFTH STREET GAMING, LLC dba FIFTH STREET GAMING, LLC db at GOLD SPIKE HOTEL at 217 North Las Vegas Boulevard - Ward 5 (Crear)

OWNERSHIP:

FIFTH STREET GAMING, LLC
SMS Hospitality, LLC, Member
Seth Schorr, Manager
Jeffrey Aaron Fine Separate Property Trust, Member
Jeffrey Aaron Fine, Manager, Trustee and Beneficiary



Gold Spike
217 North Las Vegas 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, July 28, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
34

DEPARTMENT: Planning **CONSENT**
DIRECTOR: Seth Floyd

SUBJECT:
For possible action to approve a Temporary Massage Establishment License for 7 STARS MASSAGE, LLC dba 7 STARS MASSAGE at 7350 West Cheyenne Avenue, Suite #102 - Ward 4 (Anthony)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
For possible action to approve a Temporary Massage Establishment License.

RECOMMENDATION:
Staff recommends APPROVAL of a temporary massage establishment license with the authority of the Director or designee to issue a permanent license upon receipt of a favorable investigative report.

BACKUP DOCUMENTATION:
1. Ownership
2. Location Map

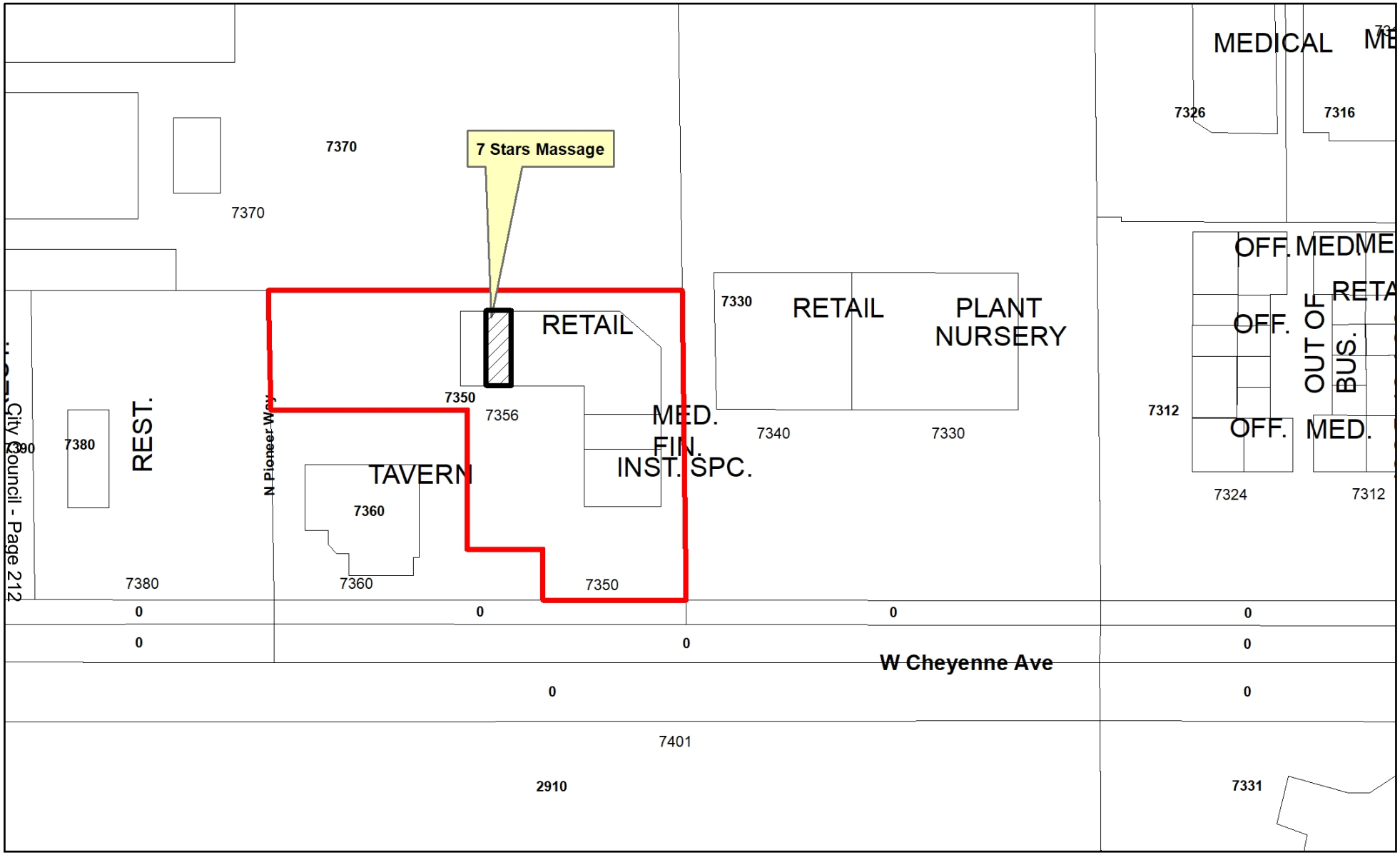
City of Las Vegas

AGENDA MEMO

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: For possible action to approve a Temporary Massage Establishment License for 7 STARS MASSAGE, LLC dba 7 STARS MASSAGE at 7350 West Cheyenne Avenue, Suite #102 - Ward 4 (Anthony)

OWNERSHIP:

7 STARS MASSAGE, LLC
Xiaoxin Ren, Managing Member
Yang Bai, Managing Member



7 Stars Massage
7350 West Cheyenne Avenue, Suite #102
Ward #4

Freeways
Subject Property
City Limits
Site Location

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, August 12, 2021

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
35

DEPARTMENT: Public Works **CONSENT**
DIRECTOR: Mike Janssen

SUBJECT:
For possible action to approve an interlocal agreement between the City of Las Vegas (CLV) and the Regional Transportation Commission of Southern Nevada (RTC) to allow the RTC to fund and coordinate the Northwest Las Vegas Traffic Study in the northwest region of the CLV bounded by Buffalo Drive to the east and Centennial Parkway to the south - Ward 6 (Fiore)

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This interlocal contract allows the RTC to provide funds, contract with a consultant, and coordinate the Northwest Las Vegas Traffic Study, which is included in the RTC's Fiscal Year 2020-2021 Unified Planning Work Program (UPWP). The goal of this study is to develop a time-phased implementation plan for corridor and intersection improvements within the rapidly-growing northwest region of the CLV to minimize current and avoid future travel delays to motorists. This study will evaluate the current conditions of the transportation network and model what the network will look like as the planned traffic signal improvements, arterial expansions, and land development projects are completed. Prioritized recommendations will be developed for short-, medium-, and long-term improvements to arterial corridors and intersections, providing a systemic approach for implementation of future improvements in this area.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Interlocal Agreement - Northwest Las Vegas Traffic Study

INTERLOCAL AGREEMENT
BETWEEN
REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA
AND
CITY OF LAS VEGAS, NEVADA

This Interlocal Agreement ("Agreement") is made and entered into on ____, 2021 by and between the Regional Transportation Commission of Southern Nevada, a political subdivision of the State of Nevada, with offices at 600 S. Grand Central Parkway, Suite 350, Las Vegas, NV 89106 ("RTC"), and the City of Las Vegas, a chartered municipal corporation of the State of Nevada, with offices at 495 S. Main St. Las Vegas, NV 89101 ("City") and is made pursuant to the provisions of the Nevada Revised Statutes Chapter 277A. Both RTC and City may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties intend to conduct the Northwest Las Vegas Traffic Study, which is included in the Fiscal Year 2020-2021 Unified Planning Work Program by the RTC, hereinafter referred to as "Project," located wholly within the City; and

WHEREAS, Nevada Revised Statute (NRS) 277.180 authorizes any one or more public agencies to contract with any one or more 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 contract, hereinafter referred to as an "Agreement;" and

WHEREAS, the Parties agree to conform to the current RTC Policies and Procedures, as amended and incorporated herein by reference; and

WHEREAS, the Parties agree that the RTC may contract with a consulting firm, hereinafter referred to as "Consultant Team," to develop a time-phased implementation plan to prioritize arterial corridors for which to produce coordinated traffic signal timing plans and identify corridor improvements to be added to the 10-year CIP; and

WHEREAS, the RTC will provide all funding for the consulting services described herein; and

WHEREAS, the Parties are willing and able to perform the services described herein; and

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

AGREEMENT

1. TERM AND TERMINATION. This Agreement shall be effective from the date of approval by the governing body of the last Party ratifying this Agreement and shall remain effective for a term of three (3) years ("**Term**").

a. The RTC may terminate this Agreement at any time, with or without cause, prior to its expiration with thirty (30) days written notice. In the event RTC terminates this Agreement, RTC agrees to pay the Consultant Team (as defined in the Scope of Work attached at Exhibit A) for all work it performed up to and including the date of the RTC's written notice of termination.

2. SCOPE OF AGREEMENT. The scope of work and/or services required by the Parties under this Agreement shall be as set forth in **Exhibit A – Scope of Work** and **Exhibit B – Roles and Responsibilities**, attached hereto and incorporated by reference.

3. COMPENSATION.

a. The RTC will pay the Consultant Team directly for the services it performs under the Scope of Work.
b. Neither the RTC nor the City will pay the other Party for any services provided under this Agreement.

4. CONTRACT DOCUMENTS. This Agreement and its Exhibits make up the Contract Documents for this Agreement. The Contract Documents form the entire agreement between the Parties.

5. STATUS OF PARTIES: INDEPENDENT CONTRACTOR. The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of services pursuant to this Agreement. In the performance of such services, each Party shall at all times be an independent entity with respect to the other Party. Neither Party is an employee nor agent of the other Party. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, partnership, association, or other affiliation or similar relationship between the Parties.

6. BOOKS AND RECORDS.

a. Each Party shall keep and maintain, under generally accepted accounting principles, true and complete books, records, and documents as are necessary in such Party's reasonable discretion to fully disclose sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews. Each Party shall retain all such books, records, and documents for a period of at least three years from the date of termination of this Agreement. If any federal funds are used pursuant to this Agreement, each Party shall retain all such books, records, and documents for a period of at least five years from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

b. Each Party shall, at all reasonable times, have access to the other Party's records, calculations, presentations, and reports produced under this Agreement for inspection and reproduction.

7. BREACH: REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages and the right of the prevailing Party to seek reasonable attorneys' fees and costs.

8. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of this Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

9. LIABILITY. Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each Party shall be responsible for all liabilities, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional or unintentional misconduct of its own officers, employees, and agents. The Parties do not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Neither Party is responsible for or required to indemnify or defend each other against liabilities, claims, actions, damages, losses, and expenses from or incurred by any third parties (i.e., a party not signing this Agreement) for any reason.

10. LIMITATION ON LIABILITY. Contract liability of both Parties shall not be subject to punitive, consequential or any other special damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

11. FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, epidemic, pandemic, government imposed quarantine restriction, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to perform promptly in accordance with the terms of this Agreement after the intervening cause ceases.

12. INSURANCE. Each Party is self-funded or procures insurance for liability and workers' compensation claims. Each Party agrees, during the Term to maintain and participate in the self-insurance fund, or procure such insurance as may be required, in amounts which are in compliance with the laws of the State of Nevada. If any part of this Agreement is contracted, subcontracted or subleased, each Party shall require its contractor(s), subcontractor(s) or

sublessee(s) to name the other Party as an additional insured on the contractor's/outside vendor's insurance to the same extent it is named as an additional insured.

13. NON-DISCRIMINATION. As Equal Opportunity Employers under the Equal Opportunity Act of 1972, the Parties have an ongoing commitment to hire, develop, recruit, and assign the best and most qualified individuals possible. The Parties employ employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a military veteran, disability, or sexual orientation. The Parties likewise agree that they will comply with all applicable state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.

14. SEVERABILITY. In the event that any provision hereof is held in any respect to be illegal, prohibited, invalid or unenforceable by any court of competent jurisdiction, such holding shall be effective only to the extent of such illegality, prohibition, invalidity or unenforceability without affecting the remaining provisions hereof, and the Parties do hereby agree to replace such illegal, prohibited, invalid or unenforceable provision with a valid provision which has, as nearly as possible, the same effect.

15. PUBLIC RECORDS: CONFIDENTIALITY. This Agreement is governed by State of Nevada law governing public records. Pursuant to NRS 239.010, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by the Parties for public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential or privileged by law or a common law balancing of interests. Nothing in this section is meant to modify or amend applicable law.

16. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.

17. ENTIRE AGREEMENT. This Agreement and all of the exhibits attached hereto or referenced herein constitute the entire understanding and agreement of the Parties and supersedes any prior contracts or agreements between the Parties regarding the subject matter hereof.

18. AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party. Any amendment will be effective as of the date stipulated in the written amendment.

19. GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Nevada without regard to

conflicts of law principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

20. DISPUTE RESOLUTION. The Parties hereto agree that any dispute arising under this Agreement will be determined through litigation in the District Courts of Nevada, located in Clark County, Nevada.

21. NO THIRD-PARTY BENEFICIARIES. The Parties do not intend to, and nothing contained in this Agreement shall, create any third-party benefit or right to enforce the terms hereof in any party not named hereto nor shall this Agreement be deemed to create any rights or remedies in favor of the public.

22. INTERPRETATION. 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 recitals at the beginning of this Agreement are incorporated herein by the references thereto contained herein and this reference. All references to statutes or other applicable law shall be to such statutes or applicable law as may be amended from time-to-time.

23. NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery or by U.S. registered or certified mail, postage prepaid to the other Party at their address set out below:

REGIONAL TRANSPORTATION
COMMISSION OF SOUTHERN NEVADA
METROPOLITAN PLANNING ORGANIZATION
Andrew Kjellman
600 S. Grand Central Parkway
Las Vegas, NV 89106

CITY OF LAS VEGAS, NEVADA
DEPARTMENT OF PUBLIC WORKS
Attn: Executive Director of Infrastructure
Mike Janssen
495 S. Main Street
Las Vegas, NV 89101

Such required notice or other communication shall be deemed to have been received by the Party to whom it was addressed (i) when delivered, if delivered personally; or (ii) on the third (3rd) business day following deposit in the mail, if mailed by mail. A Party may change its contact information for purposes of this Agreement by giving written notice to the other as set forth above.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth herein and have caused their duly authorized representatives to execute this Agreement.

City OF LAS VEGAS, NEVADA

PASSED, ADOPTED, AND APPROVED this _____ day of _____, 2021 by:

_____

Carolyn G. Goodman
Mayor

Date: _____

ATTEST:

_____

Luann D. Holmes, MMC
City Clerk

APPROVED AS TO FORM:

John S. Ridilla 8/16/21

Deputy City Attorney

John S. Ridilla
Deputy City Attorney

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA

_____

Commissioner Debra March
Chairwoman, RTC Board

Date: _____

ATTEST:

_____

Marin DuBois
Management Analyst

APPROVED AS TO FORM:

_____

RTC Legal Counsel

Exhibit A

Scope of Work

STUDY GOAL:

The goal of this project is to develop a time-phased implementation plan for corridor and intersection improvements within the rapidly-growing northwest region of the City of Las Vegas (CLV) to minimize current and avoid future travel delays to motorists.

OBJECTIVE:

The traffic signal network and associated arterial roadway system in the northwest region of CLV, bounded by Buffalo Drive to the east and Centennial Parkway to the south, has grown at an astounding rate. Currently, there are 48 existing traffic signal systems, 22 of which were constructed in the last ten years and 15 in the last five years. By the end of FY22, this figure is anticipated to increase again by 25%, as another 12 are in the final stages of design. Due to this rapid and somewhat fragmented growth over a large land area, current and consistent traffic data has not been available. As a result, the traffic signal system timings are not coordinated, causing unnecessary delays to motorists.

This study will evaluate the current conditions of the transportation network and model what the network will look like as the planned traffic signal improvements, arterial expansions, and land development projects are completed. Prioritized recommendations will be developed for short-, medium-, and long-term improvements to arterial corridors and intersections, providing a systemic approach for implementation of future improvements in this area.

STUDY AREA:

The study area includes existing and future traffic signal systems and arterial roadways in the public right-of-way within the northwest region of CLV, bounded by Buffalo Drive to the east and Centennial Parkway to the south.

PROJECT SCOPE:

The selected consultant will be responsible for carrying out the tasks identified below:

Task #1: Project Management and Coordination

A. Perform day-to-day administration work, monitor schedules, and prepare monthly progress reports, invoices, and billing.
B. Meet with the Regional Transportation Commission of Southern Nevada (RTC) and CLV staff as needed to review study progress, tasks, and milestones.

C. Organize and coordinate project status meetings and workshops with project stakeholders that include materials, notices, and minutes. Project stakeholders will include, but not be limited to, the following agencies:
    a. RTC
    b. CLV
    c. Clark County
    d. Nevada Department of Transportation (NDOT)
D. Submit all preliminary reports, maps, and other work products to the RTC project manager for review and revision prior to the circulation of these materials to other entities.
E. Seek public input through Public Meetings
    a. It is assumed two (2) virtual public meetings will be held throughout the project timeframe, up to two (2) additional neighborhood meetings will be held with residents, business/property owners, and community groups to address specific issues. Develop an online public meeting and web based survey to obtain existing concerns in Task #2 and a follow up survey to seek input on proposed improvements and draft report in Tasks #4 & #5. All meetings will be coordinated with City of Las Vegas staff, where the City of Las Vegas will perform public noticing, direct mail notices, audio/visual needs, obtaining a court reporter, and obtaining a translator.
F. Present study findings to RTC, CLV, and project stakeholders. The following are to be included, at a minimum:
    a. CLV City Council: one (1) presentation
    b. RTC Board: one (1) presentation
    c. RTC Executive Advisory Committee (EAC): one (1) presentation
    d. RTC Freeway and Arterial System of Transportation (FAST) Operations Management Committee (OMC): one (1) presentation
G. Coordinate with other projects in the Study Area, as needed.

Task #2: Data Collection and Review

A. Review available studies, plans, maps, and documents related to transportation within the Study Area, including:
    a. Land use data
    b. Population and employment data
    c. Annual Average Daily Traffic (AADT)
    d. Travel model projections
    e. Traffic signal timing plans
    f. Crash data
    g. Transit ridership data
    h. Planning studies
    i. Multimodal studies (transit, trails, bicycle, and pedestrian)
    j. CLV Mobility Master Plan
    k. CLV 2050 Master Plan
    l. CLV Master Plan of Streets and Highways
    m. Any other pertinent plans or studies from area agencies

B. Perform origin-destination analysis to identify the existing traffic patterns entering and exiting the Study Area at key junctions.
C. Identify key corridors within the Study Area, and collect morning and evening traffic counts at major intersections. Potential corridors for study may include:
    a. North/South Corridors: Hualapai Way, Grand Canyon Drive, Fort Apache Road, Durango Drive, El Capitan Way, Cimarron Road, Buffalo Drive
    b. East/West Corridors: Centennial Parkway, Deer Springs Way, Elkhorn Road, Farm Road, Grand Teton Drive, Skye Canyon Parkway, Kyle Canyon Road

Task #3: Analysis of Existing and Projected Traffic Conditions

A. Analyze performance of key corridors based on the data collection using traffic simulation and other appropriate traffic analysis tools including:
    a. Development of a no-build travel demand scenario to identify current roadway and intersection capacity constraints, bottlenecks, and limitations of the system.
    b. Level of service (LOS) analysis for intersection delay, including speed, travel time, delay, and queuing at signalized intersections, including validation of left- and right-turn storage capacity at major intersections.
B. Develop and analyze up to two "build" scenarios for horizon years as identified through coordination with project stakeholders including:
    a. Analysis and validation of RTC's travel demand model projections, accommodating for future growth.
    b. Development of travel demand scenarios to identify roadway and intersection capacity constraints, bottlenecks, and limitations of the system.
    c. Level of service (LOS) analysis for intersection delay, including speed, travel time, delay, and queuing at signalized intersections, including needs with respect to left- and right-turn storage capacity at major intersections.

Task #4: Development of Recommendations for Improvement

A. Develop and utilize a methodology to identify and prioritize recommendations for short- (within five years), medium- (five to ten years), and long-term (greater than ten years) improvements to the transportation network within the Study Area. Include estimated material and construction costs for each recommendation. Project recommendations should include, but not be limited to, the following:
    a. Roadway geometry/capacity improvements for corridors and intersections to alleviate congestion and accommodate growth
    b. Development of coordinated traffic signal timing plans along key corridors to improve existing and future network efficiency and performance
    c. Bike, trail, and pedestrian improvements

Task #5: Final Report

A. Prepare draft and final reports to document study activities, findings, calculations, and recommendations for short-, medium-, and long-term improvements to the transportation network within the Study Area.

Deliverables

A. Completion of the previous tasks will result in the following deliverables:
    a. Monthly project progress reports
    b. Meeting agendas and summaries
    c. Final Report as described in Task #5
    d. Presentations for stakeholder outreach as described in Task #1
B. Fifteen (15) copies of the final report will be prepared along with one copy each in PDF and editable electronic format. All mapping components are to be delivered in both PDF and CLV-designated GIS formats.

Project Cost and Schedule

A. The project cost estimate is $300,000, with notice-to-proceed anticipated for September 2021.
B. It is anticipated that all tasks should be completed in approximately twelve (12) months, or by July 2022. The consultant shall prepare a detailed schedule to complete the above tasks (and any other tasks identified by the consultant).

Draft Budget

Task 1	Project Management and Coordination	$45,000	15%
Task 2	Data Collection	$60,000	20%
Task 3	Analysis of Existing and Projected Traffic Conditions	$75,000	25%
Task 4	Development of Recommendations for Improvement	$75,000	25%
Task 5	Final Report	$45,000	15%
	TOTAL	*$300,000*	*100%*

Exhibit B

Roles and Responsibilities

The RTC and City agree to the following terms:

1. Project Management:
   a. The City will identify one staff member to serve as the Project Manager for this Plan. The City's Project Manager will coordinate regularly with the RTC and the Consultant Team on all aspects of the Plan.
   b. The RTC will identify one staff member to serve as the Project Manager for this Plan. The RTC's Project Manager will coordinate regularly with the City and the Consultant Team on all aspects of the Plan.

2. Consultant Services:
   a. The RTC shall be responsible for procuring, contracting, and funding the Consultant Team that will complete the Plan and provide services related to the Plan in accordance with federal requirements.
   b. The Consultant Selection Panel shall be comprised of at least two RTC staff representatives and at least two City staff representatives.
   c. The RTC shall develop the Consultant Team's scope of work in partnership with the City.

Roles & Responsibilities Matrix for Northwest Las Vegas Traffic Study between City of Las Vegas (City) and RTC of Southern Nevada						
		Procurement - The RTC be the lead agency in procurement with participation from City				**TERMS:**
		Plan Tasks/ Responsibilities - Project responsibilities will be managed jointly or lead by the individual agency depending on the task				(R) Responsible - the person who performs an activity or does the work
Created By:		Chin-Cheng Chen, RTC				
Task		**RTC**	**City**	**Consultant**	**Notes**	(A) Accountable - the person who is ultimately accountable and has a Yes/No/Veto
Procurement of Consultant		R	I		RTC (Chin-Cheng Chen) will manage RTC procurement of consultant services.	
Preparation of the scope of services for the RFP.		R	A		RTC (Chin-Cheng Chen) and City (Christina Karanikolas) will prepare the scope of services document to be included in the RFP.	C) Consulted - person or entity that needs to provide feedback and contribute to the activity.
Independent Cost Estimate (ICE)		R	I		RTC will prepare the independent cost estimate.	
Request for Proposals		R	A	I	RTC will issue an RFP for the study for consulting firms.	(I) Informed - person that needs to know of the decision or action
Selection of the consultant		R	A		City (Christina Karanikolas, Joey Paskey and Sean Robinson) and the RTC (Chin-Cheng Chen and Beth Xie) will participate on a selection committee in response to the RFP.	
Obtain necessary documentation from consultant		A	I	R	The selected consultant will be expected to provide the following documentation to the RTC as part of the initiation process. 1) Verification Regarding Disadvantaged Business Enterprises (DBE) or Good Faith Effort (GFE); 2) Federal Conditions Acknowledgement; 3) Supplier Information; 4) W-9 Form 5) Verification of Insurance 6) Signed Contract via RTC DocuSign	
Task		**RTC**	**City**	**Consultant**	**Notes**	
Purchase Requisition / Work Order		R	I		RTC (Chin-Cheng Chen) will prepare the purchase requisition for the study, which can be obtained from S:\MSGovern\Forms\MSG PR.xls	
Determination of Stakeholders		R	R	C	City and RTC will determine stakeholders in coordination with the study consultant. City will organize and confirm stakeholder participation with assistance from the RTC.	
Preparation of monthly invoice and monthly progress status report.		I	I	R	The consultant will prepare the monthly invoice for the study and a progress report updating their efforts in the various tasks of the study.	
Approval of Consultant Invoices		R	A		City will receive the invoice from the consultant, review it and then forward it to the RTC within 5 business days of receipt.	
Payment of Consultant Invoices		R	A		RTC (Chin-Cheng Chen) will review the consultant invoices received from the City and recommend them for payment by the RTC within 3 business days of receipt.	
Project Management		R	R		City (Sean Robinson) and RTC (Chin-Cheng Chen) will be the project managers for the City and RTC.	
Notice to Proceed		R	I		Upon notification from Purchasing, RTC (Chin-Cheng Chen) will issue a notice to proceed to the consultant.	

Model Review and Validation		I	I	R	Consultant is responsible for modeling review analysis, and validation, and that the RTC and City will be consulted, or Informed. (Task 3)
Manage consultant		R	R		Consultant will do the work on the study under the guidance and leadership of the RTC and City. City and the RTC will be consulted and informed about project progress on a monthly basis or more frequently if needed.
Project Meetings Set-Up		A	A	R	The consultant will set up project meetings for the study in consultation with City and RTC as to dates, location and content.
Communication to stakeholders		A	A	R	The Consultant (team) will send out all communications to stakeholders for project information, updates and events. City and RTC will be the main contact for this project.
Create Draft and Final materials and reports		A	A	R	The consultant will create a draft version of the final report for the Northwest Las Vegas Traffic Study. . This will also include supporting materials such as PowerPoint presentations, traffic analysis, memorandums, flyers or reports. The RTC and City will review all draft materials.
Review and Comment on Draft Final Report and materials		A	A		The RTC and City will review their respective copies of the Draft Report for the Northwest Las Vegas Traffic Study and provide comments to the consultant in a timely manner.
Preparation of Final Report and Supporting Appendices		A	A	R	The consultant will take the comments received from the City and RTC into consideration in the preparation of their final report and also prepare the necessary appendices showing the data collected in their study efforts to arrive at their findings in the report.
Acceptance of Final Report and Closeout of Project		A	A		RTC and City will review the final report to ensure it contains the material required of all final reports (i.e., date of completion, required disclaimers, brief executive summary, Spanish translation of executive summary)

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
36

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

SUBJECT:
Discussion for possible action regarding activating and operating a temporary program by which fines for qualifying parking infractions may be paid by means of the donation of children's toys in lieu of the payment of money pursuant to LVMC 11.10.150 - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
On July 18, 2016, the City Council adopted Bill No. 2016-34, authorizing the establishment and operation of an occasional program by which fines for qualifying parking infractions may be paid by means of the donation of food items, children's toys, or school supplies. This program requires city council approval to activate, and Parking Services requests activation of a temporary program allowing a recipient of a qualifying parking infraction issued between October 15 and November 15, 2021, to donate a non-violent, unwrapped toy of equal or greater value than the ticket fine, from approval through December 15, 2021. The recipient of the donations will be the city of Las Vegas' Flexible Housing Program. The Program links contracted housing units to Courtyard guests and families to support the process of achieving individual housing, financial and employment sustainability. This supportive, temporary housing of up to 90 days helps bridge the gap from homelessness to permanent housing.

RECOMMENDATION:
Approval

BACKUP DOCUMENTATION:
1. Toys for Tickets – 2021 Holiday Season Program Details

Toys for Tickets – 2021 Holiday Season Program Details

Program Information

City of Las Vegas Parking Services is partnering with the city of Las Vegas' Flexible Housing Program to offer a program allowing customers to pay parking fines with toys this holiday season. The city of Las Vegas' Flexible Housing Program links contracted housing units to Courtyard guests and families to support the process of achieving individual housing, financial and employment sustainability. This supportive, temporary housing of up to 90 days helps bridge the gap from homelessness to permanent housing. During their stay in the program, guests receive regular case management and are connected to services such as addiction and mental health counseling, life skills, and in some cases, education and training. By providing a safe place for clients to stabilize, this process helps participants achieve self-sufficiency and permanent housing. Upon completion of the program, city of Las Vegas staff and Case Managers assess the stability of the household to ensure an equitable exit into a sustainable, permanent housing opportunity. One Hundred Thirty Eight (138) individuals participated in the program during FY21. Of those 138, 32 were exited out of the program to independent housing during FY21.

Program Details

Any driver issued a non-public safety parking ticket in the City of Las Vegas from October 15, 2021 through November 15, 2021 may choose to resolve the ticket by providing a non-violent, unwrapped toy of equal or greater value than the ticket fine. **To participate, drivers must bring the parking ticket, as well as a receipt for the toy.** Toys and tickets will be collected until December 15, 2021 at the Parking Services Office.

Office hours (closed on weekends and holidays) are:

- Monday-Friday 7:30am-5:15pm

Parking Services Office is located within the area known as Symphony Park at:

- 350 S. City Parkway, Las Vegas, NV 89106

Violations Excluded

The following Public Safety and Handicap related parking tickets are EXCLUDED from this program:

- Any handicap related violation
- Red curb
- 18" from curb
- Blocking alley
- No parking areas
- Fire Lane/hydrant
- Traffic hazard
- No Stopping/No Standing
- Sidewalk
- Double parking
- Too close to intersection, crosswalk, stop/yield sign
- Bike lane
- Blocking or facing traffic

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
37

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

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the reappointment of Donald Hotchkiss to the Historic Preservation Commission

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The Historic Preservation Commission is comprised of members filling 10 different categories. Terms are for four years, with no limit to the number of terms that may be served. Mr. Hotchkiss serves as the Category 3 member, Experienced in Building Construction, and was originally appointed in 2011. He is eligible to be reappointed, has the recommendation of the Planning Director and wishes to continue serving.

RECOMMENDATION:
Procedure for this Board requires appointment by the City Council. Options are: Reappoint Mr. Hotchkiss or direct staff to bring forward an item to a future meeting to appoint a new nominee.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

HISTORIC PRESERVATION COMMISSION

MEMBERS	ORIGINAL APPT.	TERM EXPIRES
CATEGORY 1 - EXPERIENCED IN ARCHITECTURE CRAIG PALACIOS *(Replaces Patrick Klenk, resigned)*	6-17-2020	12-31-2021
CATEGORY 2 - EXPERIENCED IN URBAN DESIGN OR PLANNING RICHARD SERFAS	12-19-2012 (Reappt. 3-19-14) (Reappt 9-5-18)	3-23-2022
CATEGORY 3 - EXPERIENCED IN BUILDING CONSTRUCTION DONALD L. HOTCHKISS JR.	11-2-2011 (Reappt. 12-4-13) (Reappt. 10-4-17)	9-19-2021
CATEGORY 4 -EXPERIENCED IN REAL ESTATE PROFESSION JACK LeVINE	3-2-2011 (Reappt. 2-18-15) (Reappt. 8-7-19)	3-8-2023
CATEGORY 5 - REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP BOB STOLDAL	4-27-1998 (Reappt.-Reassigned from Cat. 7 – 3-3-10) (Reappt. 12-4-13) (Reappt 11-15-17)	12-31-2021
CATEGORY 6 - EXPERIENCED IN NEVADA HISTORY SONDRA COSGROVE	8-6-2014 (Reappt. 7-19-17) (Reappt. 3-17-2021)	3-24-2025

CATEGORY 7 – ALL MEMBERS IN CATEGORY 7 SERVE AS MEMBERS-AT-LARGE UNTIL THEY REPRESENT A HISTORIC DISTRICT DESIGNATION. WHEN THEY REPRESENT A DESIGNATED HISTORIC DISTRICT, THEY MUST EITHER OWN PROPERTY OR RESIDE WITHIN THAT DISTRICT.

1. MICHELLE LARIME	7-19-2017 (Reappt. 7-7-2021)	7-19-2025
2. TODD L. MOODY *(Replaces Claytee White, resigned)*	4-21-2021	5-17-2022
3. MIA PALENCAR	12-5-2018	12-5-2022
4. RHONDA LONG *(Replaces Sheila Collins, resigned)*	8-5-2020	8-7-2023

CATEGORY 8 - DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS
DIANE SIEBRANDT (**Designee**)

CATEGORY 9 - DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE
VACANT (**Designee**)

CATEGORY 10 - ARCHEOLOGICAL PROFESSION COLLEEN M. BECK	6-15-2011 (Reappt. 6-17-15) (Reappt. 8-7-19)	6-15-2023

AUTHORITY: Bill No. 2010-4, Ord. 6079 created a new Category 10, reduced Category 7 from 4 members to 5 and made changes.

Bill No. 2005-2, Ord. 5747 adopted 2-2-2005 eliminates the term limits of voting members of this committee. Created by Ordinance 3557, Bill 90-39, adopted 2-20-91; Replaced by Ordinance 5043, Bill 97-95, adopted 12-15-97; Amended by Ordinance 5049, Bill 98-9, adopted 2-9-98, Amended by Ordinance 5267, Bill 2000-79, adopted 11-1-2000. Amended by Ordinance 5346, Bill 2001-70, adopted 8-1-2001.

TERM: 4 years

PURPOSE: Carry-on preservation activities in the City of Las Vegas for building, structures and places of historical and architectural significance.

MEMBERS: 13 members - 11 members appointed by the City Council; and Two ex-officio representatives: Director, Planning Department or designee, City of Las Vegas, and Director, Nevada State Museum and Historical Society or designee of State Historic Preservation Office.

CATEGORY:

1 EXPERIENCED IN ARCHITECTURE (i.e. architect, art historian or historic preservation architect)
2 EXPERIENCED IN URBAN DESIGN OR PLANNING (i.e. urban designer, planner or landscape architect)
3 EXPERIENCED IN BUILDING CONSTRUCTION (i.e. building contractor or structural engineer)
4 EXPERIENCED IN REAL ESTATE PROFESSION (i.e. real estate developer, appraiser or broker)
5 REPRESENTATIVE OF A RECOGNIZED LOCAL HISTORIC PRESERVATION ASSOCIATION OR HISTORIC PRESERVATION INTEREST GROUP
6 EXPERIENCED IN NEVADA HISTORY (i.e. historian or archaeologist)
7 4 MEMBERS-AT-LARGE (After historic district designation, shall be filled by a person owning property and residing within the historic district if a person so qualified is available to serve. If no such person is available, a person who owns real property within the historic district may fill that position if a person so qualified is available to serve. If no such person is available to serve, any person may fill that position. If more than four historic districts have been designated as such pursuant to this subchapter, the City Council shall determine which four of the historic districts are to be represented on the HPC.)
8 DIRECTOR OF PLANNING DEPARTMENT OR DIRECTOR'S DESIGNEE, CITY OF LAS VEGAS (ex-officio)
9 DIRECTOR OF THE NEVADA STATE MUSEUM & HISTORICAL SOCIETY OR OTHER DESIGNEE OF STATE HISTORIC PRESERVATION OFFICE (ex-officio)
10 ARCHEOLOGICAL PROFESSION

NOTES: Must fill unexpired terms if appropriate.

Each member must have a demonstrated interest in or knowledge of:

a) The history of the City of Las Vegas
b) Design, architecture, real estate and other matters relevant to judging the economic and cultural value of particular historic preservation activities.

Under Ordinance 5043, the two (2) additional Historic Preservation Commission seats have initial term expirations of 12-31-2001

NO CITY FINANCIAL DISCLOSURE REQUIREMENT due to adoption of Bill 2001-70, Ordinance 5346, adopted 8-1-2001. (State Financial Disclosure no longer required due to passage of AB611 during 1999 Nevada State Legislature stipulating uncompensated Commissions are no longer required to file State form.)

NOTE: Non-voting, ex-officio members, except when no quorum, may vote on Consent agenda and only to the extent necessary to create or maintain a quorum.

MEETINGS: 4TH Wednesday of each month at 12:00 P.M., except there is no meeting in November and December meetings are the 2nd Wednesday

MEETINGS: Six (6 Members) of the Commission constitute a quorum for the purpose of conducting business. A majority vote of members present, and voting, shall be necessary to approve any item of business. Any member shall have the right to make a motion except the Chair.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
38

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

SUBJECT:
BOARDS AND COMMISSIONS:

Discussion for possible action regarding the appointment of nominee Rudy Zamora to a Ward 3 seat on the Parks and Recreation Advisory Board

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This board consists of 15 members appointed by the City Council. There is no City residency requirement, terms are for three years; unexpired terms must be filled and there is no limit to the number of terms that may be served. Mr. Zamora is nominated to replace Jesus Jimenez, who resigned from a seat designated for a Ward 3 appointment.

RECOMMENDATION:
Options are:
Appoint Mr. Jimenez or direct staff to bring forward an item to a future meeting to take action on one or both of these seats.

BACKUP DOCUMENTATION:
1. Current Listing and Authority

PARKS & RECREATION ADVISORY COMMISSION

	MEMBERS	ORIGINAL APPT.	TERM EXPIRES
1.	**ADROUSHAN (ANDY) ARMENIAN** Mayor Goodman's Appointment	6-4-2008 (Reappt 1-21-2009) (Reappt 2-1-2012) (Reappt 2-4-2015) (Reappt 3-21-2018) (Reappt 3-17-2021)	2-5-2024
2.	**MELODY HOWARD** Ward 6 Appointment	12-6-2017 (Reappt 12-2-2020)	12-6-2023
3.	**VACANT** Ward 3 Appointment *(Replaces Jesus Jimenez, resigned)*		3-6-2022
4.	**ALMENDRA JOHNSON** Ward 1 Appointment	3-17-2021	3-17-2024
5.	**RICHARD BECKER** Ward 2 Appointment	10-3-2012 (Reappt 12-19-2012) (Reappt 1-6-2016) (Reappt 3-6-2019)	1-7-2022
6.	**STEVEN NEIGER** Ward 4 Appointment	11-15-2015 (Reappt 1-3-2018)	12-3-2021
7.	**MICAELA KELLER** Ward 3 Appointment	3-18-2020	3-18-2023
8.	**AUDREY ASSELIN** Ward 4 Appointment	11-15-2017 (Reappt 11-18-2020)	11-15-2023
9.	**MALCOLM D. WHITE** Mayor Appointment	11-7-2001 (Reappt 4-7-2004) (Reappt 3-7-2007) (Reappt 3-17-2010) (Reappt 3-6-2013) (Reappt 5-4-2016) (Reappt 8-7-2019)	4-7-2022
10.	**LISA B. SHERMAN** (Formerly Lisa Cavaretta) Mayor Appointment	4-1-1992 (Reappt 4-5-1995) (Reappt 3-23-1998) (Reappt 3-7-2001) (Reappt 3-17-2004) (Reappt 3-7-2007) (Reappt 3-17-2010) (Reappt 3-6-2013) (Reappt 5-4-2016) (Reappt 8-7-2019)	4-1-2022
11.	**ELIZABETH GEBRE** Ward 5 Appointment	7-1-2015 (Reappt 8-1-2018) (Reappt 4-21-2021)	4-15-2024
12.	**BOB BRIARE** Ward 1 Appointment	9-20-2017 (Reappt 10-7-2020)	9-20-2023
13.	**RUSSELL MARTIN** Ward 2 Appointment *(Replaces Mike Henley, resigned)*	7-21-2021	4-15-2024
14.	**WILLIAM MCCURDY** Ward 5 Appointment	12-5-2001 (Reappt 1-22-2003) (Reappt 1-18-2006) (Reappt 1-21-2009) (Reappt 2-15-2012) (Reappt 3-4-2015) (Reappt 5-2-2018) (Reappt 3-3-2021)	2-20-2024
15.	**LARRY SCHULTZ** Ward 6 Appointment	1-6-2016 (Reappt 12-6-2017) (Reappt 11-18-2020)	11-15-2023

ON APRIL 12, 2000 MEMBER JEANNE A. ROBERTS WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HER LONG SERVICE TO THIS COMMISSION.

ON NOVEMBER 14, 2007 MEMBER DR. DONALD ROMEO WAS NAMED "MEMBER EMERITUS" BY THE PARKS AND RECREATION ADVISORY COMMISSION FOR HIS LONG SERVICE TO THIS COMMISSION.

NOTE: On 1-8-1992 the Council adopted Bill 91-1977, which terminated the Golf Board and added the functions previously handled by the Golf Board as functions of the Parks & Recreation Board.

AUTHORITY: LVMC 2.42

MEMBERS: 15 members appointed by the City Council. (Increased from 11 to 15 on 2-6-1991, Ord. 3554)

TERM: 3 years (no limit to number of terms)
(Must fill unexpired terms)

NOTES: No City residency requirement.
NO FINANCIAL DISCLOSURE REQUIREMENT per Bill 2001-70, PER Ordinance 5346, adopted 8-1-2001.

MEETINGS: Meets 1st Tuesday of each month, 4:00 P.M., 495 South Main Street 2nd Floor Clerk's Conference Room

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
39

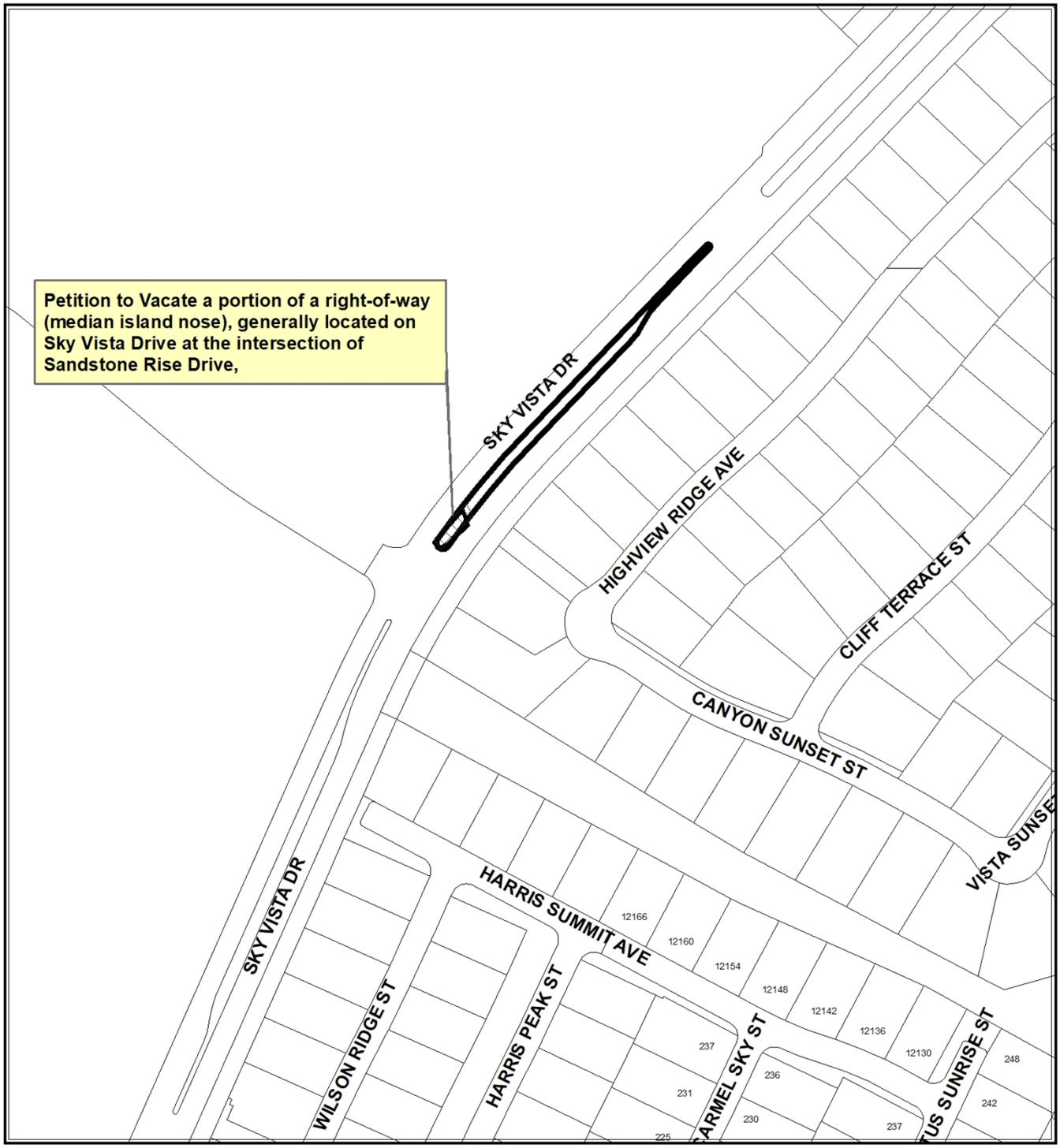
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0380-VAC1 - VACATION - PUBLIC HEARING - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC - For possible action on a Land Use Entitlement project request for a Petition to Vacate a portion of a right-of-way (median island nose), generally located on Sky Vista Drive at the intersection of Sandstone Rise Drive, Ward 2 (Seaman). The Planning Commission (7-0 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 (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda – Executed One Motion One Vote Documentation
7. Backup Submitted for the August 10, 2021 Planning Commission Meeting



CASE:21-0380-VAC1

CASE:21-0380-VAC1

0 150 300 Feet

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0380-VAC1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 3

NOTICES MAILED 1 (By City Clerk)

PROTESTS 0

APPROVALS 0

JB

**** CONDITIONS ****

21-0380-VAC1 CONDITIONS

1. The limits of this Petition of Vacation shall be a portion of the median island on Sky Vista Drive at Sandstone Rise Drive as shown in Book 160, Page 86 of plats on file at the Clark County Recorder's Office.

2. Dedicate the appropriate portion of the median island per the direction of the City Traffic Engineer to the City of Las Vegas prior to or concurrent with the recordation of the Order of Vacation.

3. All public improvements, if any, adjacent to and in conflict with this vacation application are to be modified, as necessary, at the applicant's expense prior to the recordation of an Order of Vacation.

4. Reservation of easements for the facilities of the various utility companies together with reasonable ingress thereto and egress there from shall be provided if required.

5. All development shall be in conformance with code requirements and design standards of all City Departments.

6. The Order of Vacation shall not be recorded until all of the conditions of approval have been met provided, however, that conditions requiring modification of public improvements may be fulfilled for purposes of recordation by providing sufficient security for the performance thereof in accordance with the Subdivision Ordinance of the City of Las Vegas. City Staff is empowered to modify this application if necessary because of technical concerns or because of other related review actions as long as current City right of way requirements are still complied with and the intent of the vacation application is not changed. If applicable, a five foot wide easement for public streetlight and fire hydrant purposes shall be retained on all vacation actions abutting public street corridors that will remain dedicated and available for public use. Also, if applicable and where needed, public easement corridors and sight visibility or other easements that would/should cross any right-of-way or easement being vacated must be retained.

7. If the Order of Vacation is not recorded within one (1) year after approval by the City of Las Vegas or an Extension of Time is not granted by the Planning Director, then approval will terminate and a new petition must be submitted.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a petition to vacate a portion of a right-of-way (median nose) generally located on Sky Vista Drive at the intersection of Sandstone Rise Drive.

ANALYSIS

The applicant has requested that the City of Las Vegas vacate a portion of a right-of-way (median nose) generally located on Sky Vista Drive at the intersection of Sandstone Rise Drive. The median island was granted to the City of Las Vegas as shown in Book 160, Page 86 – Summerlin Village 25 Unit 2.

The right-of-way (median nose) is no longer needed in its approved configuration due to the proposed residential development in the surrounding area. The Department of Public Works has presented the following information regarding the proposed request concerning this request to vacate certain public street ROW:

A. Does this vacation request result in uniform or non-uniform right-of-way widths? *N/A as it will be to modify a median island.*
B. From a traffic handling viewpoint will this vacation request result in a reduced traffic handling capability? *No. It will modify a median per the traffic impact analysis.*
C. Does it appear that the vacation request involves only excess right-of-way? *No it is to modify a median island.*
D. Does this vacation request coincide with development plans of the adjacent parcels? *Yes.*
E. Does this vacation request eliminate public street access to any abutting parcel? *No.*
F. Does this vacation request result in a conflict with any existing City requirements? *No.*
G. Does the Department of Public Works have an objection to this vacation request? *No.*

Therefore, staff recommends approval of the requested Vacation.

FINDINGS (20-0380-VAC1)

Staff has no objection to the vacation of the existing portion of a right-of-way (median nose); therefore, staff recommends approval with conditions.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
01/27/97	The City Council approved a Development Agreement (DA-0001-96) for the development of the Summerlin Planned Community west of the 215 Beltway between Charleston Boulevard and Cheyenne Avenue. The Planning Commission and staff recommended approval. The agreement was adopted as Ordinance 4069 on 02/24/97 and was recorded on 11/21/97. This document included the General Development Plan for Summerlin West
	The City Council approved a Rezoning (Z-0119-96) from N-U (Non-Urban) to P-C (Planned Community) on 8,318 acres along the west side of Clark County 215, between Charleston Boulevard and Lake Mead Boulevard. The Planning Commission and staff recommended approval.
09/15/04	The City Council approved a revised Summerlin Development Standards Documents (DIR-3934), which is still in effect.
02/06/19	The City Council approved a request for a Development Plan Review (MDR-75107) for Summerlin Village 25 on 534.99 acres at the northwest corner of Far Hills Avenue and Fox Hill Drive. The Planning Commission and Staff recommended approval.
06/11/19	The Planning Commission approved a Tentative Map (TMP-76354) for Summerlin Village 25, a 25-parcel Master Planned Village with Deviations of the Summerlin Improvement Standards on 534.99 acres at the northwest corner of Far Hills Avenue and Fox Hill Drive.
05/15/20	A Summerlin Site Development Plan Review (CRG-78649) was approved administratively for Village 21 Redpoint Arroyo Phase Two on 9.66 acres at the northeast corner of Redpoint Drive and Fox Hill Drive.
12/08/20	The Planning Commission approved a request for a Summerlin Deviation (20-0269-SCD1) to allow public streets that do not meet the public street standards at the east corner of Sky Vista Drive and Red Point Drive. Staff recommended denial of the request.
	The Planning Commission approved a request for a Tentative Map (20-0269-TMP1) Summerlin Village 25 Parcel F - for a proposed 68-lot single-family residential subdivision at the east corner of Sky Vista Drive and Red Point Drive. Staff recommended denial of the request.
04/28/21	The Department of Planning processed a request for a Final Map (100113-FMP) for possible action on a Final Map Technical Review for 68 single family residential lots located at the east corner of Sky Vista Drive and Red Point Drive. The review has not been finalized and the map has not been recorded.
08/10/21	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project request for a Petition to Vacate a portion of a right-of-way (median island nose), generally located on Sky Vista Drive at the intersection of Sandstone Rise Drive, Ward 2 (Seaman).

Most Recent Change of Ownership	
12/18/97	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related Building Permits or Business Licenses associated with the subject site.

Pre-Application Meeting	
06/15/21	A pre-application meeting was held with the applicant to discuss the submittal requirements for a Petition to Vacate a portion of right-of-way (median island) that was granted to the City of Las Vegas as shown in Book 160, Page 86 – Summerlin Village 25 Unit 2.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
06/24/21	The site is developed and contains a concrete median in the middle of an existing roadway.

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Right-of-Way	ROW (Right-of-Way)	ROW (Right-of-Way)
North	Undeveloped	SUM (Summerlin) – SF2 (Single Family Detached) - Special Land Use Designation	P-C (Planned Community)
South	Single Family Detached Dwellings	SUM (Summerlin) – SF3 (Single Family Detached) - Special Land Use Designation	P-C (Planned Community)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
East	Single Family Detached Dwellings	SUM (Summerlin) – SF2 (Single Family Detached) - Special Land Use Designation	P-C (Planned Community)
West	Undeveloped	SUM (Summerlin) – SF2 (Single Family Detached) - Special Land Use Designation	P-C (Planned Community)

Master and Neighborhood Plan Areas	***Compliance***
Summerlin Development Standards	Y
Special Area and Overlay Districts	***Compliance***
P-C (Planned Community) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	Y
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact	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) Right-of-Way Vacation

Project Address (Location) Sky Vista Drive

Project Name SV25 Unit 2 Median Nose **Proposed Use**

Assessor's Parcel #(s) 137-27-199-001 **Ward #** 2

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information

Property Owner The Howard Hughes Company LLC **Contact** Brian Walsh
Address 10845 Griffith Peak Drive, Suite 160 City Las Vegas State NV Zip 89135
E-mail brian.walsh@howardhughes.com Phone 791-4000

Applicant The Howard Hughes Company LLC **Contact** Brian Walsh
Address 10845 Griffith Peak Drive, Suite 160 City Las Vegas State NV Zip 89135
E-mail brian.walsh@howardhughes.com Phone 791-4000

Representative GCW, Inc. **Contact** Jennifer Veras
Address 1555 South Rainbow City Las Vegas State NV Zip 89146
E-mail jveras@gcwengineering.com Phone 804-2096

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature
An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Brian P. Walsh

Subscribed and sworn before me

This 26 day of May, 20 21

Rebecca Misty Abasta
Notary Public in and for said County and State

REBECCA MISTY ABASTA
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 12-10-24
Certificate No: 17-4218-1

21-0380
05-15-2021

OWNER: CITY OF LAS VEGAS
APN: 137-27-199-001

EXHIBIT "A"

EXPLANATION: THIS DESCRIPTION REPRESENTS A PORTION OF SKY VISTA DRIVE TO BE VACATED.

DESCRIPTION

A PORTION OF SKY VISTA DRIVE AS DEDICATED TO THE CITY OF LAS VEGAS AS SHOWN IN BOOK 160, PAGE 86 OF PLATS, ON FILE AT THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 27, TOWNSHIP 20 SOUTH, RANGE 59 EAST, M.D.M., CITY OF LAS VEGAS, CLARK COUNTY, NEVADA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF SKY VISTA DRIVE WITH AN UN-NAMED STREET AS SHOWN BY SAID PLAT, SAME BEING THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1,200.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 57°43'29" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°45'08", AN ARC LENGTH OF 57.64 FEET TO THE **POINT OF BEGINNING**, SAME BEING A POINT ON THE BOUNDARY LINE OF COMMON LOT 27 AND A RIGHT-OF-WAY LINE OF SKY VISTA DRIVE AS SHOWN IN SAID PLAT, SAME BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8.33 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 35°13'35" EAST; THENCE SOUTHEASTERLY ALONG SAID BOUNDARY LINE, SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 15°54'08", AN ARC LENGTH OF 2.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 37°39'15" WEST; THENCE DEPARTING SAID BOUNDARY LINE AND SAID RIGHT-OF-WAY LINE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°04'56", AN ARC LENGTH OF 2.83 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 5.00 FEET, FROM WHICH BEGINNING THE RADIUS BEARS NORTH 36°34'19" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 161°33'40", AN ARC LENGTH OF 14.10 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1,208.33 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 55°00'39" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 00°26'10", AN ARC LENGTH OF 9.20 FEET TO A POINT ON SAID BOUNDARY LINE OF COMMON LOT 27 AND A RIGHT-OF-WAY LINE OF SKY VISTA DRIVE AS SHOWN IN SAID PLAT, SAME BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 8.33 FEET, FROM WHICH BEGINNING THE RADIUS BEARS SOUTH 54°34'29" EAST; THENCE SOUTHERLY ALONG SAID BOUNDARY LINE, SAID RIGHT-OF-WAY LINE AND CURVE, THROUGH A CENTRAL ANGLE OF 90°11'56", AN ARC LENGTH OF 13.11 FEET TO THE **POINT OF BEGINNING**.

CONTAINS 63 SQUARE FEET, MORE OR LESS.

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GCW, INC.
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2299

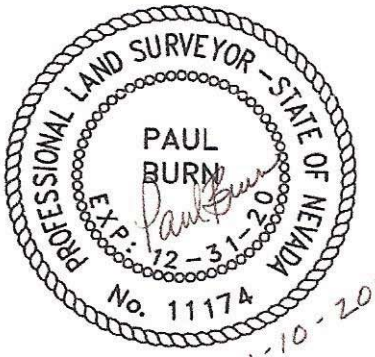
21-0380
06/15/2021

BASIS OF BEARINGS
NORTH 57°39'55" WEST, BEING THE BEARING OF THE CENTERLINE OF AN UN-NAMED STREET AT IT'S INTERSECTION WITH SKY VISTA DRIVE, APPROXIMATELY 1385.00 FEET NORTH OF THE INTERSECTION OF SKY VISTA DRIVE AND FAR HILLS AVENUE AS SHOWN IN BOOK 160, PAGE 86, ON FILE AT THE CLARK COUNTY, NEVADA, RECORDER'S OFFICE.

END OF DESCRIPTION.

(SEE EXHIBIT 'B' ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF)

PAUL BURN, PLS
PROFESSIONAL LAND SURVEYOR
NEVADA LICENSE NO. 11174



11-10-2020

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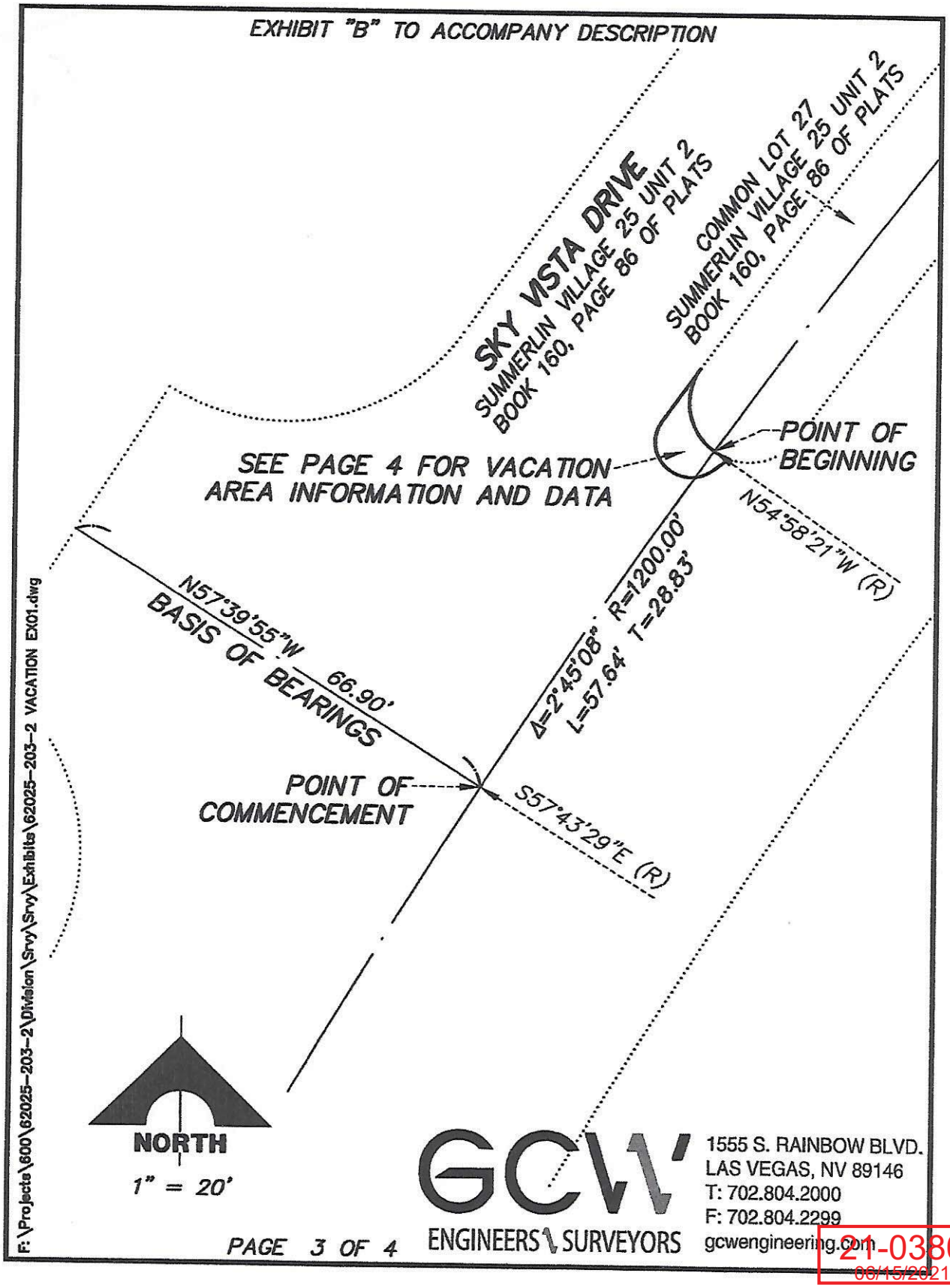
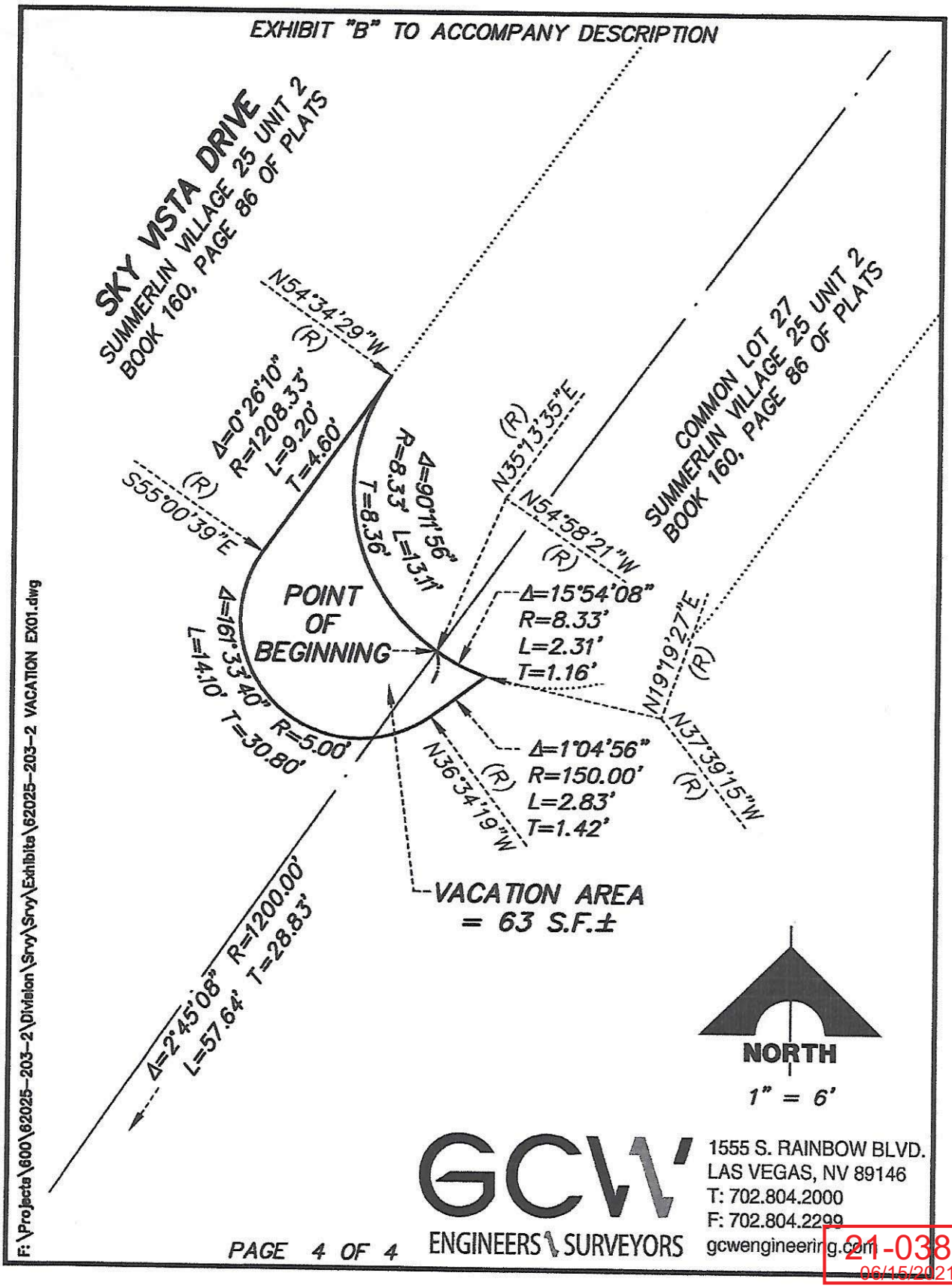
GCW, INC.
1555 SOUTH RAINBOW BLVD./LAS VEGAS, NEVADA 89146/TEL: (702) 804-2000/FAX: (702) 804-2299

21-0380
06/15/2021



21-0380
06/15/2021

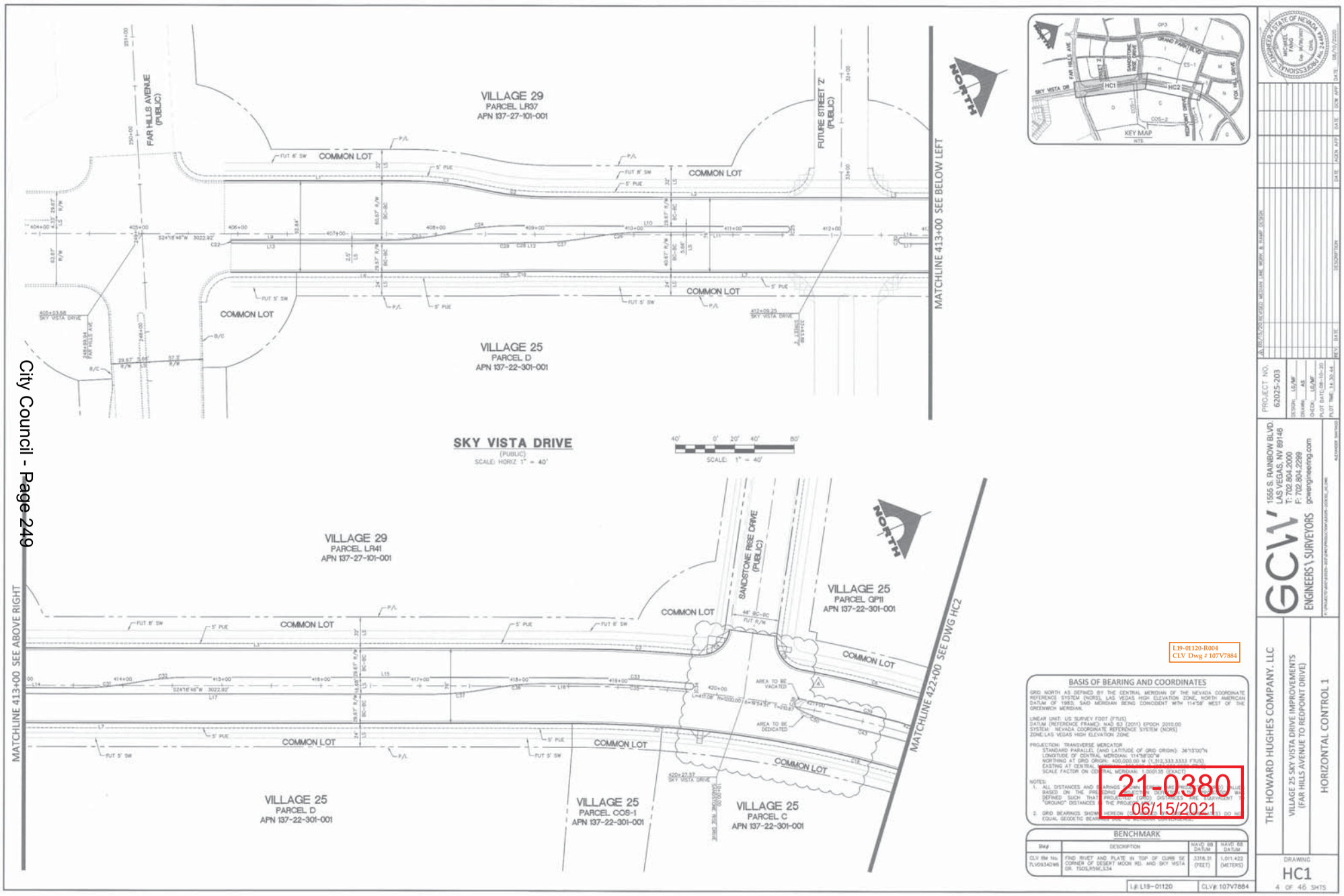


GCW ENGINEERS \ SURVEYORS

1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

PAGE 4 OF 4

21-0380
06/15/2021


VILLAGE 29
PARCEL LR37
APN 137-27-101-001
FAR HILLS AVENUE (PUBLIC)
FUTURE STREET 'Z' (PUBLIC)
COMMON LOT
VILLAGE 25
PARCEL D
APN 137-22-301-001
MATCHLINE 413+00 SEE BELOW LEFT
SKY VISTA DRIVE
(PUBLIC)
SCALE: HORIZ. 1" = 40'
SCALE: 1" = 40'
VILLAGE 29
PARCEL LR41
APN 137-27-101-001
SANDSTONE RISE DRIVE (PUBLIC)
VILLAGE 25
PARCEL GP11
APN 137-22-301-001
VILLAGE 25
PARCEL D
APN 137-22-301-001
VILLAGE 25
PARCEL COS-1
APN 137-22-301-001
VILLAGE 25
PARCEL C
APN 137-22-301-001
MATCHLINE 413+00 SEE ABOVE RIGHT
MATCHLINE 422+00 SEE DWG HC2
NORTH
KEY MAP
NTS
L19-01120-R004
CLV Dwg # 107V7884
BASIS OF BEARING AND COORDINATES
BENCHMARK
21-0380
06/15/2021
THE HOWARD HUGHES COMPANY, LLC
VILLAGE 25 SKY VISTA DRIVE IMPROVEMENTS
(FAR HILLS AVENUE TO REDPOINT DRIVE)
HORIZONTAL CONTROL 1
GCW
ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com
PROJECT NO: 62025-203
DRAWING
HC1
4 OF 46 SHTS
L.#: L19-01120
CLV#: 107V7884

THE HOWARD HUGHES CORPORATION

VILLAGE 25 UNIT 2 FM

ROW DEDICATION

SHEET 1

1 OF 1 SHTS

GCW ENGINEERS \ SURVEYORS
1555 S. RAINBOW BLVD.
LAS VEGAS, NV 89146
T: 702.804.2000
F: 702.804.2299
gcwengineering.com

21-0380
06/15/2021

NORTH

SCALE: 1" = 20'

20' 0' 10' 20'

SKY VISTA DRIVE

SKY VISTA DRIVE ROW DEDICATION AT MEDIAN NOSE

SKY VISTA DRIVE ROW VACATION AT MEDIAN NOSE

SANDSTONE RISE DR

Δ=19°54'57" R=1138.00' L=395.53' T=199.78'

F:\PROJECTS\600\620025-402\DWG\BLOCKS\V25-UNIT2 ROW DEDICATION.DWG
10-29-20 08:50:37
LUPE GRACIA

21-0380-VAC1 - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC
ON SKY VISTA DRIVE AT THE INTERSECTION OF SANDSTONE RISE DRIVE

06/24/2021

21-0380-VAC1 - APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC
ON SKY VISTA DRIVE AT THE INTERSECTION OF SANDSTONE RISE DRIVE

06/24/2021

GCW
ENGINEERS \ SURVEYORS

May 25, 2021

City of Las Vegas
Planning Department
495 South Main Street
Las Vegas, Nevada 89101

Gentlemen:

GCW, Inc., on behalf of our client, The Howard Hughes Company, LLC, is respectfully requesting the vacation of a portion of the median nose on Sky Vista Drive. The median was granted to the City of Las Vegas as shown in Book 160, Page 86 of plats on file at the Clark County, Nevada Recorder's Office.

The median nose needed to be adjusted based on the Traffic Study approval and required turning movement. After approval of this vacation, the appropriate portion of the median will be re-dedicated to the City per separate document.

Thank you for your consideration of this matter.

Sincerely,

GCW, Inc.

Jennifer Veras
Project Coordinator

21-0380
06/15/2021

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0380-VAC1

SUBJECT: APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***SEPTEMBER 1, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, AUGUST 31, 2021.***

Signature

8/25/21
Date

BRIAN P. WALSH
Please Print Name

HOWARD HUGHES CO.
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after Final Agenda

AGENDA ITEM #39
RECEIVED 08.30.21
09.01.21 CC 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

CITY OF LAS VEGAS
ONE MOTION / ONE VOTE

Department of Planning
Case Planning Division
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0380-VAC1

SUBJECT: APPLICANT/OWNER: THE HOWARD HUGHES COMPANY, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***AUGUST 10, 2021*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov***. If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MONDAY, AUGUST 9, 2021.***

Signature

8/9/21
Date

BRIAN P. WALSH
Please Print Name

THE HOWARD HUGHES COMPANY, LLC
Company Name

Sincerely,

Eric McCammond
Sr. Management Analyst
Case Planning Division

RECEIVED
08/09/2021
ITEM 18

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
40

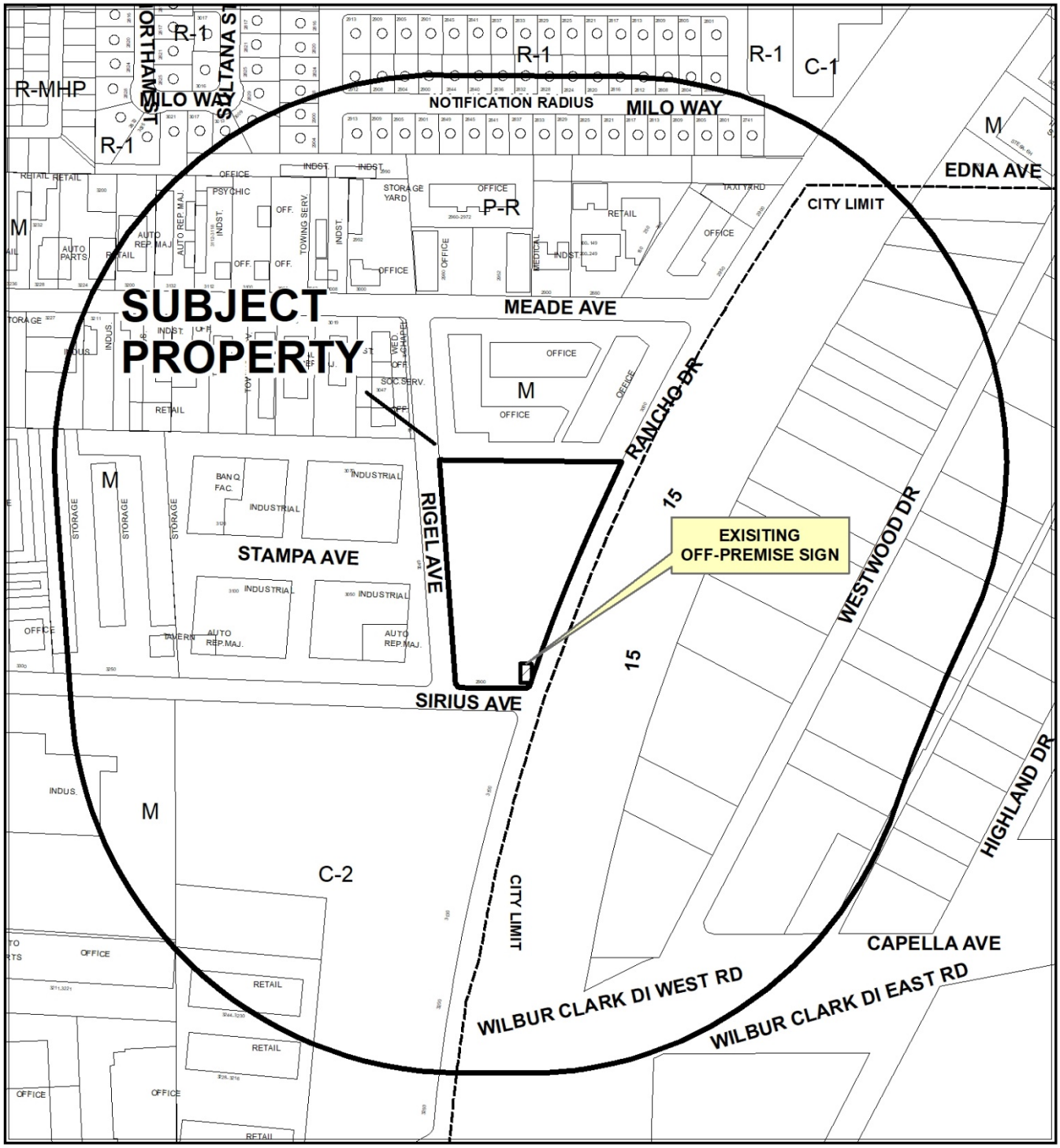
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0391-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: FISHER BROTHERS LAS VEGAS, LLC - For possible action on a Three Year Required Review of an approved Variance (V-0058-94) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN TO BE LOCATED 600 FEET FROM ANOTHER OFF-PREMISE SIGN WHERE 750 FEET IS THE MINIMUM SEPARATION REQUIRED at 2900 Sirius Avenue (APN 162-08-702-002), M (Industrial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	2	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location, Aerial and Special Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda – Executed One Motion One Vote Documentation and Protest Postcards



CASE: 21-0391-RQR1

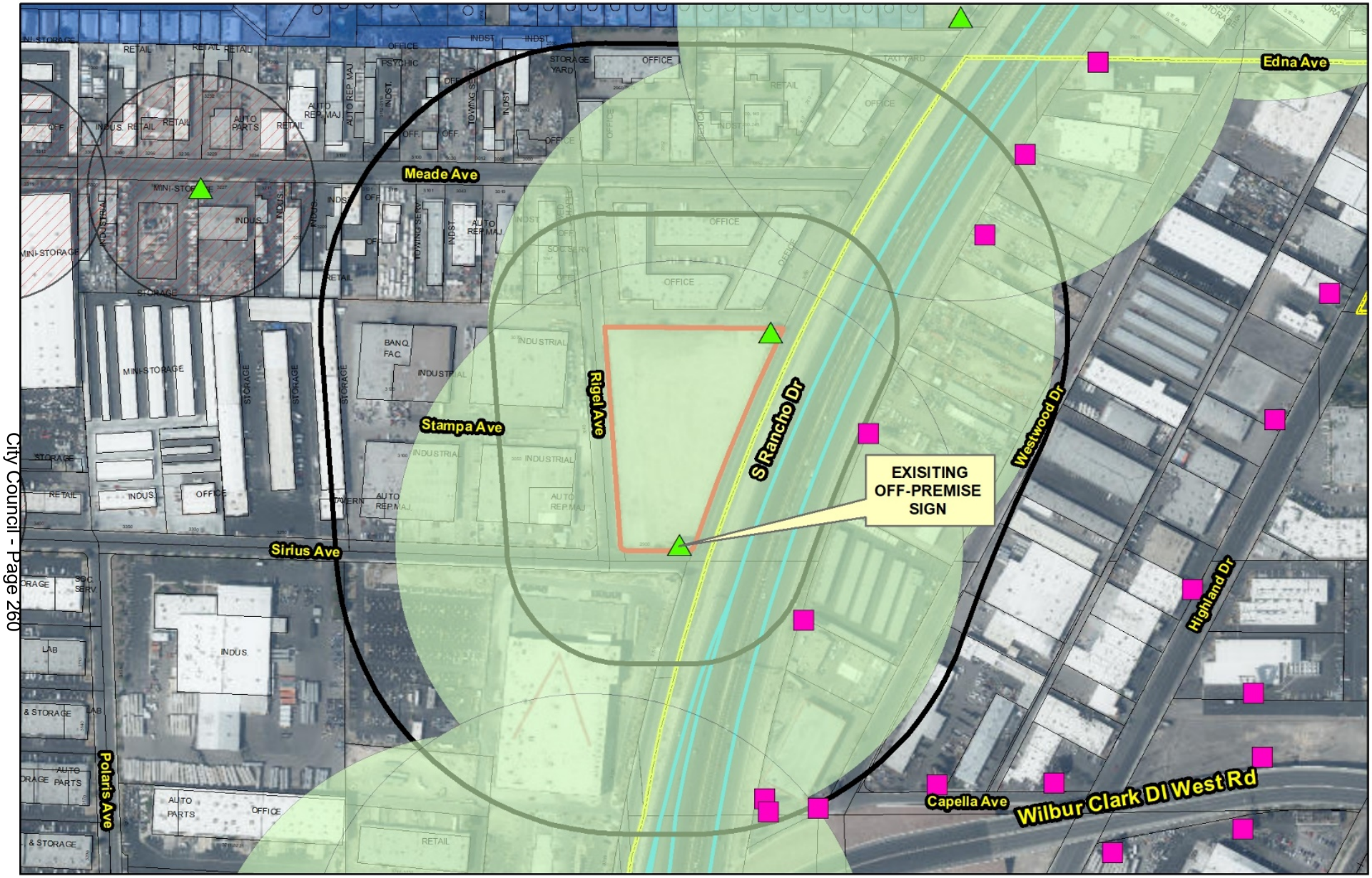
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)

CASE:21-0391-RQR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: M (INDUSTRIAL)



21-0391-RQR1

- Subject Parcel
- Proposed Billboard Location
- City of Las Vegas Billboard Location
- Clark County Billboard Location

City of Las Vegas Billboard Data

- 300 Foot Buffer Around Proposed Billboard
- 300 Foot Buffer Around Billboard
- 750 Foot Buffer Around Billboard / Distance from Freeway
- 750 Foot Buffer Around Proposed Billbard / Distance From Freeway

- Freeway
- Residential Zoned Property
- Off Premise Sign Exclusion Area
- Exempt - Off Premise Area Sign Area

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, August 12, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: CLEAR CHANNEL OUTDOOR, LLC - OWNER: FISHER BROTHERS LAS VEGAS, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0391-RQR1	Staff recommends APPROVAL, subject to conditions:	

** NOTIFICATION **

NOTICES MAILED 110 (By Planning)

PROTESTS 0

APPROVALS 0

NE

**** CONDITIONS ****

21-0391-RQR1 CONDITIONS

Planning

1. Conformance to the Conditions of Approval for Variance (V-0058-94).

2. The applicant shall submit an application to the City of Las Vegas for a Required Review of this Special Use Permit in three (3) years, at which time the City Council may require the Off-Premise Sign be removed. The applicant shall be responsible for fees associated with the review. Failure to pay the City for these costs may result in a requirement that the Off-Premise Sign be removed.

3. The Off-Premise Sign and its supporting structure shall be properly maintained and kept free of graffiti at all times. Failure to perform the required maintenance may result in fines and/or removal of the Off-Premise Sign.

4. The property owner shall keep the property properly maintained and graffiti-free at all times. Failure to perform required maintenance may result in fines and/or removal of the Off-Premise Sign.

5. If the existing Off-Premise Sign is voluntarily demolished, this Variance shall be expunged and a new Off-Premise Sign shall not be permitted in the same location unless a Special Use Permit is approved for the new structure by the City Council.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

** STAFF REPORT **

PROJECT DESCRIPTION

This is a required three-year review of an approved Variance (V-0058-94) for an existing 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2900 Sirius Avenue.

ISSUES

- This is the fifth required review of the approved Variance for the Off-Premise Sign use.
- A Building Permit (#94343626) was issued on 08/11/94 for the installation of a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2900 Sirius Avenue. The permit received its final inspection on 09/21/94.
- Variance (V-0058-94) allowed the construction of the subject Off-Premise Sign 600 feet from another Off-Premise Sign where 750 feet is required.

ANALYSIS

This is the fifth required review of a previously approved Variance (V-0058-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2900 Sirius Avenue.

An Off-Premise Sign is defined by Title 19.12 as, “any sign advertising or announcing any place, product, goods, services, idea or statement whose subject is not available at, nor is located in, the lot where the sign is erected or placed.”

During a routine field check performed by staff, the subject sign was observed to be in good condition with the supporting structure free of graffiti. Some bird droppings were observed on the supporting structure and on the concrete pad around the supporting structure base. Staff recommends the supporting structure and surrounding ground area be power washed to clean the bird droppings.

The subject site is an approved 336,694 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) Development known as ‘Area 15.’ The portion of the site the subject Off-Premise sign is located is currently being utilized as surface parking for the development. The 91.10-acre parcels associated with Area 15 are currently in the process of a General Plan Amendment (21-0326-GPA1) to have the parcels designated as TOD-2 (Transit Oriented Development-2). This request was approved by the Planning Commission on July 13, 2021 and is scheduled to be heard by the City Council on August 18, 2021. Staff and the Planning Commission are recommending approval of the General Plan Amendment.

The subject Off-Premise sign is also located within Redevelopment Plan Area 1 which strives to "eliminate and prevent the spread of blight and deterioration and the conservation, rehabilitation and redevelopment of Redevelopment Area 1 in accord with the Master Plan, the Redevelopment Plan and local codes and ordinances." Beginning in 2017, when the subject site(s) were originally approved for Commercial Recreation/Amusement (Indoor and Outdoor) Facility, the subject site has met the goals of the Redevelopment Plan by rehabilitating a previously blighted and stagnant area and revitalizing the site into an active entertainment venue.

The subject sign was constructed in 1994, and remains in compliance with Title 19.12.120 for Off-Premise Signs. Located within a parking lot that is part of a Commercial Recreation/Amusement (Indoor and Outdoor) Development, the sign remains compatible with the surrounding area.

FINDINGS (21-0391-RQR1)

Title 19.12.120(B) states that "After conducting a review, the City Council may require removal of [an Off-Premise] sign if it is demonstrated that conditions in the surrounding area have changed in such a manner that the sign no longer meets the standards established in LVMC 19.16.110(L)."

Significant changes have occurred in the area surrounding the subject Off-Premise Sign. Since the last Required Review performed in 2018, 'Area 15' has opened and is now operating with multiple experiences available to the public. The portion of Area 15 that contains the subject Off-Premise sign is currently being utilized as a parking lot for the entertainment venue. Staff finds the subject Off-Premise sign remains compatible with the area and is recommending approval of the Required Review.

Future changes are anticipated for the subject site with the General Plan Amendment application currently in the public hearing process. If approved, this amendment would designate the subject site(s) as TOD-2 (Transit Oriented Development 2). The Transit Oriented Development 2 Land Use Category supports:

- Moderate intensity, mixed use, transit oriented development, suitable for current and future bus rapid transit corridors.
- Located near hubs of areas of the city at major intersections of transit corridors.
- Incorporates shopping, services, dining, employment, residential and office uses (especially on upper floors), and civic uses.
- There is a walkable, multi-modal emphasis that re-establishes grid layout.
- Storefronts have direct sidewalk access and face the street.
- Pocket parks, squares, and neighborhood parks are incorporated into the development.
- Surface parking is substantially reduced. And allows densities of up to 30 dwelling units per acre.

Due to the anticipated General Plan Amendment and possible re-development, staff recommends a Required Review of the subject Off-Premise Sign to occur three years. A recommended Condition of Approval has been added by staff for the three-year required review, if approved.

BACKGROUND INFORMATION

Off-Premise Sign [Billboard]

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/15/94	The City Council approved a request for a Variance (V-0058-94) to allow a proposed 14-foot by 48-foot Off-Premise Advertising (Billboard) Sign to be located 600 feet from another Off-Premise Sign where 750 feet is the minimum separation required at 2900 Sirius Avenue. Board of Zoning Adjustment recommended approval.
01/07/09	The City Council approved a request for a Required Review (RQR-30584) of a previously approved Variance (V-0058-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign to be located 600 feet from another Off-Premise Sign where 750 feet is the minimum separation required at 2900 Sirius Avenue. The Department of Planning staff recommended approval.
04/04/12	The City Council approved a request for a Required Review (RQR-44637) of a previously approved Variance (V-0058-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign to be located 600 feet from another Off-Premise Sign where 750 feet is the minimum separation required at 2900 Sirius Avenue. The Department of Planning staff recommended approval.
05/20/15	The City Council approved a request for a Required Review (RQR-57925) of a previously approved Variance (V-0058-94) for a 40-foot tall, 14-foot by 48-foot Off-Premise Sign to be located 600 feet from another Off-Premise Sign where 750 feet is the minimum separation required at 2900 Sirius Avenue. The Department of Planning staff recommended approval.
06/06/18	The City Council approved a request for a Required Review (RQR-73115) of an approved Variance (V-0058-94) to allow a 40-foot tall, 14-foot by 48-foot Off-Premise Sign to be located 600 feet from another Off-Premise Sign where 750 feet is the minimum separation required at 2900 Sirius Avenue. The Department of Planning staff recommended approval.
09/10/18	The Planning Department administratively approved a request for a Site Development Plan (SDR-74503) for a 2.85-foot tall by 23.5-foot long Embellishment to an existing Off-Premise Sign at 2900 Sirius Avenue.

Area 15

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/16/17	The City Council approved a request for a Rezoning (ZON-70650) from C-1 (Limited Commercial) to C-2 (General Commercial) on 14.72 acres at the southwest corner of Sirius Avenue and Rancho Drive. The Planning Commission and staff recommended approval.
	The City Council approved a request for a Site Development Plan Review (SDR-70652) for a proposed 146,494 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) Development with Waivers to allow a building to not be oriented to the corner and street frontages where such is required, a non-coherent building design with no changes in wall plane or color, and large windowless areas on 21.03 acres at the southwest corner of Sirius Avenue and Rancho Drive The Planning Commission and staff recommended approval.
08/14/18	The Planning Commission approved a request for a Special Use Permit (SUP-73921) for an Alternative Parking Standard to allow 921 parking spaces where 1,031 parking spaces are required on 21.03 acres at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended approval.
	The Planning Commission approved a request for a Major Amendment (SDR-73309) of an approved Site Development Plan Review (SDR-70652) for a proposed 59,478 square-foot addition to an approved 146,494 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) Development on 21.03 acres at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended approval.
04/09/19	The Planning Commission approved a request for a Variance (VAR-75636) to allow proposed wall signs to cover 29 percent of the east elevation and 24 percent of the north elevation of the building where 20 percent is the maximum allowed on 14.72 acres at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended approval.
	The Planning Commission approved a request for a Master Sign Plan (MSP-75637) for an approved Commercial Recreation/Amusement (Indoor and Outdoor) Development on 14.72 acres at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended approval.
06/25/19	The Planning Commission approved a request for a Variance (VAR-75852) to allow 921 parking spaces where 2,869 parking spaces are required on 14.71 acres at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial.
	The Planning Commission approved a request for a Special Use Permit (SUP-76362) for a proposed 213,748 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial.

Area 15

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/25/19	The Planning Commission approved a request for a Special Use Permit (SUP-76663) for a proposed 213,748 square-foot Nightclub use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial.
	The Planning Commission approved a request for a Major Amendment (SDR-75854) of an approved Site Development Plan Review (SDR-70652) for a proposed 7,776 square-foot indoor floor area addition to an approved 205,972 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) Development and proposed expansion of the parking lot area on 14.71 acres at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial.
11/21/19	The Department of Planning administratively approved a request for a Minor Amendment (SUP-77736) of an approved Special Use Permit (SUP-76663) for a proposed 4,151 square-foot addition to an existing 213,748 square-foot Nightclub use at the southwest corner of Sirius Avenue and Rancho Drive.
	The Department of Planning administratively approved a request for a Minor Amendment (SUP-77737) of an approved Special Use Permit (SUP-75854) for a proposed 4,151 square-foot addition to an existing 213,748 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive.
	The Department of Planning administratively approved a request for a Minor Amendment (SDR-77738) of an approved Site Development Plan Review (SDR-70652) for a proposed 4,151 square-foot addition to an existing 213,748 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) Development on 14.71 acres at the southwest corner of Sirius Avenue and Rancho Drive.
05/12/20	The Planning Commission approved a request for a Major Amendment (MSP-78543) to a previously approved Master Sign Plan (MSP-75637) for an approved Commercial Recreation/Amusement (Indoor and Outdoor) Development on 14.72 acres at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended approval.
06/09/20	The Planning Commission approved a request for a Variance (VAR-78704) to allow 1,515 parking spaces where 3,710 parking spaces are required on 25.41 acres at the southwest and northwest corners of Sirius Avenue and Rancho Drive. Staff recommended denial.
	The Planning Commission approved a request for a Special Use Permit (SUP-78705) for a proposed 26,667 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial.

Area 15

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
06/09/20	The Planning Commission approved a request for a Special Use Permit (SUP-78706) for a proposed 26,667 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial.
	The Planning Commission approved a request for a Special Use Permit (SUP-78766) for a proposed 26,667 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial.
	The Planning Commission approved a request for a Special Use Permit (SUP-78767) for a proposed 26,667 square-foot Liquor Establishment (Tavern) use at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial.
	The Planning Commission approved a request for a Major Amendment (SDR-78709) of an of an approved Site Development Plan Review (SDR-70652) for a proposed 115,001 square-foot addition to an existing 217,899 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) Development on 25.41 acres at the southwest and northwest corners of Sirius Avenue and Rancho Drive. Staff recommended denial.
10/13/20	The Planning Commission approved a request for a Variance (20-0153-VAR1) to allow 1,027 parking spaces where 3,719 parking spaces are required on 21.03 acres at the southwest corner of Sirius Avenue and Rancho Drive. Staff recommended denial.
03/23/21	The Department of Planning administratively approved a request for a Minor Amendment (20-0304-SUP1) of an approved Special Use Permit (SUP-78767) to allow a 1,696 square-foot reduction to an approved 35,000 square-foot Liquor Establishment (Tavern) use on 21.03 acres at the southwest corner of Sirius Avenue and Rancho Drive.
	The Department of Planning administratively approved a request for a Minor Amendment (20-0304-SDR1) of an approved Site Development Plan Review (SDR-70652) to reconfigure the parking lot to put a new driveway on the western perimeter of the subject site.
04/13/21	The Planning Commission approved a request for a Variance (21-0073-VAR1) to allow 1,019 parking spaces where 1,105 parking spaces are required. Staff recommended denial.
	The Planning Commission approved a request for a Major Amendment (21-0073-SUP2) of an approved Special Use Permit (SUP-76362) for a 7,945 square-foot addition of outdoor area to an approved 213,748 square-foot Liquor Establishment (Tavern) use. Staff recommended denial.

Area 15

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/13/21	The Planning Commission approved a request for a Major Amendment (21-0073-SUP1) of an approved Special Use Permit (SUP-76663) for a 7,945 square-foot addition of outdoor area to an approved 213,748 square-foot Nightclub use. Staff recommended denial.
	The Planning Commission approved a request for a Major Amendment (21-0073-SDR1) of an approved Site Development Plan Review (SDR-70652) for a proposed addition of a 7,945 square-foot outdoor area, including a 129-foot tall aerobar tower and 579 square-foot building to an approved 328,749 square-foot Commercial Recreation/Amusement (Indoor and Outdoor) Development. Staff recommended denial.
07/13/21	The Planning Commission approved a request for a General Plan Amendment (21-0326-GPA1) from C (Commercial), MXU (Mixed-Use), L (Low Density Residential) and LI/R (Light Industry/Research) to TOD-2 (Transit Oriented Development-2) on 91.10 acres generally bounded by Rancho Drive to the east, Desert Inn Road to the south, Teddy Drive to the north, and Richfield Boulevard to the west. The application is scheduled to be heard by the City Council on August 18, 2021. Staff and the Planning Commission are recommending approval of the General Plan Amendment.

Most Recent Change of Ownership	
09/2005	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses - Off Premise Sign [Billboard]	
08/11/94	A building permit (#94343626) was issued for the installation of a 40-foot tall, 14-foot by 48-foot Off-Premise Sign at 2900 Sirius Avenue. The permit received its final inspection on 09/21/94.

Related Building Permits/Business Licenses – Area 15	
08/27/20	A business license (G67-06298) was issued for a themed Outdoor/Indoor Entertainment Complex and Retail Mall at 3215 South Rancho Drive. The license is active as of 07/26/21.
	A business license (G67-06299) was issued for a promoter at 3215 South Rancho Drive. The license is active as of 07/26/21.
12/17/20	A business license (G68-06951) was issued for an axe throwing club at 3215 South Rancho Drive. The license is active as of 07/26/21.

Related Building Permits/Business Licenses – Area 15	
01/27/21	A business license (P68-00238) was issued for general on-sale (alcohol) at 3215 South Rancho Drive. The license is active as of 07/26/21.
	A business license (G68-08369) was issued for indoor golf at 3215 South Rancho Drive. The license is active as of 07/26/21.
01/28/21	A business license (G68-04719) was issued for general retail sales at 3215 South Rancho Drive. The license is active as of 07/26/21.
	A business license (G68-04720) was issued for an arcade at 3215 South Rancho Drive. The license is active as of 07/26/21.
	A business license (G69-00264) was issued for an arcade at 3215 South Rancho Drive. The license is active as of 07/26/21.
03/13/21	A business license (G69-01141) was issued for a specialty retail candy store at 3215 South Rancho Drive. The license is active as of 07/26/21.
03/16/21	A business license (G69-01413) was issued for a photography studio at 3215 South Rancho Drive. The license is active as of 07/26/21.
05/17/21	A business license (G69-02374) was issued for a 3D arthouse with retail at 3215 South Rancho Drive. The license is active as of 07/26/21.
06/04/21	A business license (G69-03592) was issued for a coffee kiosk at 3215 South Rancho Drive. The license is active as of 07/26/21.
06/24/21	A business license (G69-04466) was issued for ice cream and food sales at 3215 South Rancho Drive. The license is active as of 07/26/21.
	A business license (G69-04468) was issued for a bar/on-sale at 3215 South Rancho Drive. The license is active as of 07/26/21.
06/30/21	A business license (G69-04613) was issued for festival inspired apparel at 3215 South Rancho Drive. The license is active as of 07/26/21
	A business license (G69-04614) was issued for a ticketed virtual reality experience at 3215 South Rancho Drive. The license is active as of 07/26/21.
	A business license (G69-04615) was issued for a restaurant with bar at 3215 South Rancho Drive. The license is active as of 07/26/21.
	A business license (G69-04616) was issued for a ticketed virtual reality experience at 3215 South Rancho Drive. The license is active as of 07/26/21.
07/15/21	A business license (G69-04925) was issued for a free-roam virtual reality entertainment experience at 3215 South Rancho Drive. The license is active as of 07/26/21.

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	
07/15/21	Staff performed a routine field check of the subject billboard. Some bird droppings was observed on the supporting structure and on the concrete pad around the supporting structure base. Staff recommends the supporting structure and surrounding ground area be power washed to clean the bird droppings. Other than the bird droppings, the sign and its supporting structure were in good condition.

Details of Application Request	
Site Area	
Net Acres	4.39

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Commercial Recreation/Amusement (Outdoor) Facility	SC (Service Commercial)	M (Industrial)
North	Office, Other than Listed	C (Commercial)	M (Industrial)
South	Undeveloped	C (Commercial)	C-1 (Limited Commercial)
East	I-15 (Right-of-Way)	ROW (Right-of-Way)	ROW (Right-of-Way
West	Manufacturing, Light/Secondhand Dealer	LI/R (Light Industry/Research)	M (Industrial)

Master Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Purpose and Overlay Districts	***Compliance***
A-O (Airport Overlay) District - 175 Feet	Y

Other Plans or Special Requirements	*Compliance*
Trails	N/A
Las Vegas Redevelopment Plan Area 1	Y
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Location	No off-premise sign may be located within public right-of-way.	The subject Off-Premise sign is not located within public right-of-way.	Y
Zoning	Permitted only in the C-1, C-2, C-M and M zoning districts, except permitted in the C-V district if the parcel is operated or controlled by an agency of local, state or federal government.	The subject Off-Premise sign is located within the M (Industrial) zoning district.	Y
Setback	Off-premise signs shall not be located closer than 10 feet to the right-of-way line of a freeway nor closer than 50 feet to the intersection of the present or future rights-of-way of any two public roads, streets or highways.	The subject Off-Premise sign is located approximately 90 feet from Interstate 15, and approximately 68 feet from the centerline of the Sirius Avenue and Rancho Drive intersection.	Y
Area	No off-premise sign shall have a surface area greater than 672 SF, except that an embellishment not to exceed five feet above the regular rectangular surface of the sign may be added if the additional area contains no more than 128 square feet.	The subject Off-Premise sign is 672 square feet and contains a 60.70 square-foot embellishment.	Y

Pursuant to Title 19.12.120, the following standards apply:

Standards	*Code Requirements*	*Provided*	*Compliance*
Height	No taller than 40 feet from grade at the point of construction; may be raised a maximum of 30 feet above an adjacent elevated freeway or to 55 feet if a significant portion of the display surface is obscured from view from the travel lanes of the freeway.	The subject Off-Premise sign is 40 feet in height.	Y
Screening	All structural elements of an off-premise sign to which the display panels are attached shall be screened from view.	All structural elements are screen from view.	Y
Distance Separation	At least 750 feet to another off-premise sign along freeway frontage or at least 300 feet to another off-premise Sign (if not freeway)	A Variance (V-0058-94) was approved to allow the Off-Premise sign to be located 600 feet from another Off-Premise Sign where 750 feet is the minimum separation required.	Y
	At least 300 feet to the nearest property line of a lot in any “R” or “U” zoned districts.	The subject Off-Premise sign is not within 300 feet of a lot in any “R” or “U” zoned districts.	Y
Other	All Off-Premise Signs shall be detached and permanently secured to the ground and shall not be located on property used for residential purposes.	The subject Off-Premise Signs is detached and permanently secured to the ground and not located on property used for residential purposes.	Y

Print Form

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Required Review (Billboard)

Project Address (Location) 2900 Sirius Avenue

Project Name Billboard **Proposed Use** Billboard

Assessor's Parcel #(s) 162-08-702-002 **Ward #** 1

General Plan: Existing SC Proposed N/A **Zoning:** Existing M Proposed N/A

Additional Information Previous cases: RQR-73115; RQR-57925; RQR-30584; RQR-44637; V-0058-94

Property Owner Fisher Brothers Las Vegas LLC Contact Eric Klemperer

Address 299 Park Avenue, 42nd Floor City New York State NY Zip 10171

E-mail eklemperer@fisherbrothers.com Phone 212-224-0358

Applicant Fisher Brothers Las Vegas LLC Contact Eric Klemperer

Address 299 Park Avenue, 42nd Floor City New York State NY Zip 10171

E-mail eklemperer@fisherbrothers.com Phone 212-224-0358

Representative Roberts Gaming Law, Ltd. Contact Jennifer Roberts

Address 101 Convention Center Drive #1175 City Las Vegas State NV Zip 89109

E-mail jroberts@robertsgaminglaw.com Phone 702-236-8110

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 Winston Fisher

Subscribed and sworn before me

This 28 day of JUNE, 20 21

_____

Notary Public in and for said County and State

TRISHA CHRISTMAS
Notary Public-State of Nevada
Appointment No. 18-3391-1
My Appointment Expires 06-28-2022

21-0391
07/01/2021
ALTA / ACSM LAND TITLE SURVEY for
SCANDIA TOWERS
LOCHSA SURVEYING
6345 S. JONES BLVD. SUITE 200
LAS VEGAS, NV. 89118
(702) 365-9312 FAX (702) 365-9317
SHEET 2 OF 2
DRAWN BY:
PROJECT NO.: S-1702
SCALES: AS NOTED
REV. DATE: BY:
DESCRIPTION:
LEGEND
SUBJECT PROPERTY BOUNDARY LINE
RIGHT-OF-WAY LINE
CENTERLINE
AREA OF EASEMENT
RADIAL BEARING LINE
PROPERTY LINE EXTENSION/TIE LINE
1' CONTOUR LINE
5' CONTOUR LINE
NOT A PART OF THIS SURVEY
ASSESSOR'S PARCEL NUMBER
TITLE REPORT EXCEPTION NUMBER
CURVE DATA NUMBER
SQUARE FEET
R/W
RIGHT-OF-WAY
OR
OFFICIAL RECORD
MONUMENT FOUND AS INDICATED
ELECTRICAL BOX / VAULT
GUY WIRE / POLE
BUILDING LINE
CONCRETE
STUCCO
FENCE
WALL
WATER LINE
CURB
CANOPY
TREELINE
STREET LIGHT
AREA LIGHT
FIRE HYDRANT
UTILITY POLE
HANDICAP SPACE
BOLLARD
SIGN
TREE
TANK
SANITARY SEWER MANHOLE
STORM DRAIN BOX / VAULT
TELEPHONE BOX / VAULT
TRAFFIC SIGNAL CONTROL BOX
UTILITY METER / VAULT
WATER VALVE
BENCHMARK
CITY OF LAS VEGAS BM 13-91 BRASS CAP IN CONCRETE AT THE SOUTHWEST CORNER OF RANCHO AND SIRIUS
ELEVATION 2108.62 FEET (642.7090 METERS)
(NAVD 88 DATUM)
CURVE DATA TABLE
CURVE | DELTA | RADIUS | LENGTH | TANGENT
C1 | 85°21'00" | 15.00' | 22.34' | 13.83'
C2 | 71°44'21" | 15.00' | 18.78' | 10.85'
C3 | 9°45'39" | 15.00' | 2.67' | 1.34'
C4 | 119°03'06" | 20.00' | 41.56' | 33.99'
C5 | 00°22'26" | 8133.00' | 34.16' | 17.08'
BASIS OF BEARINGS
THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTH LINE OF PARCEL 2 AS SHOWN BY THAT MAP ON FILE IN FILE 46 OF PARCEL MAPS, PAGE 13, IN THE CLARK COUNTY RECORDER'S OFFICE, CLARK COUNTY, NEVADA, SAID LINE BEARS SOUTH 89°11'16" EAST.
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
SUBJECT PROPERTY
A.P.N.:162-08-702-002
PARCEL 2
FILE 46 OF PARCEL MAPS, PAGE 13
181,053 SQ.FT.
4.386 ACRES±
RANCHO DRIVE
SIRIUS AVENUE
RIGEL AVENUE
MEDADE AVENUE
(BASIS OF BEARINGS)
S89°11'16"E
APN:162-08-702-001
N.A.P.O.T.S.
FOUND IRON ROD WITH CAP PLS 14827
FOUND SCRIBE IN CURB
FOUND PK NAIL
FOUND PK NAIL AND WASHER PLS 18031
FOUND PK NAIL AND WASHER PLS 14827
30' WIDE PUBLIC R/W DEDICATED PER BOOK 20111114 INSTRUMENT 0002
30' WIDE PUBLIC R/W DEDICATED PER BOOK 20111114 INSTRUMENT 0003
30' WIDE PUBLIC R/W DEDICATED PER BOOK 20111114 INSTRUMENT 0004
30' WIDE PUBLIC R/W DEDICATED PER BOOK 20111114 INSTRUMENT 0005
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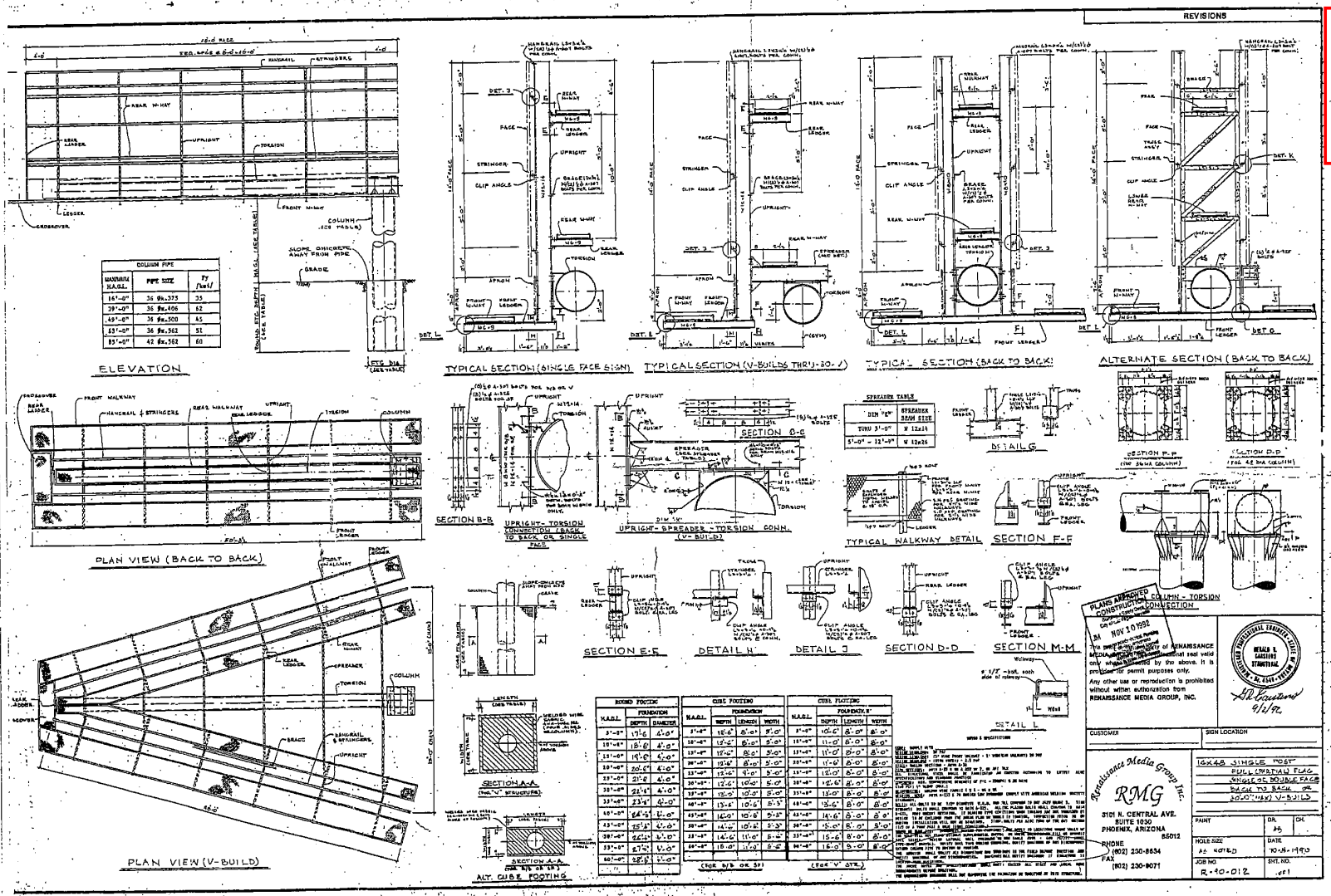


21-0391
07/01/2021

21-0391-RQR1 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: FISHER BROTHERS LAS VEGAS, LLC
2900 SIRIUS AVENUE

07/15/21

21-0391-RQR1 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: FISHER BROTHERS LAS VEGAS, LLC
2900 SIRIUS AVENUE

07/15/21

21-0391-RQR1 - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: FISHER BROTHERS LAS VEGAS, LLC
2900 SIRIUS AVENUE

07/15/21

Roberts Gaming Law, Ltd.
101 Convention Center Drive #1175
Las Vegas NV 89109
702-236-8110
jroberts@robertsgaminglaw.com

June 20, 2021

VIA ELECTRONICALLY

Planning Department
City of Las Vegas
Development Services Center
333 North Rancho Drive
Las Vegas NV 89106

RE: Application for Required Review

To Whom It May Concern:

I am writing on behalf of Fisher Brothers Las Vegas, LLC (the "Applicant"), in support of its application for a required review of the variance to allow for an off-premise sign (billboard) located on the southern portion of parcel #162-08-702-002, which is zoned M (Industrial District) and is currently the undeveloped, former Scandia site.

The variance for the off-premise sign was originally issued in 1994, pursuant to V-0058; last reviewed in May 2018, pursuant to RQR-73115; and approved for three years. The sign is adjacent to Interstate 15, has remained in good condition, and has had no adverse impact on surrounding properties. Accordingly, the Applicant seeks favorable review of the variance.

Please call me if you have any questions or need additional information.

Sincerely,

Jennifer Roberts
Jennifer Roberts

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: **21-0391-RQR1**

SUBJECT: **APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: FISHER BROTHERS LAS VEGAS, LLC**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***SEPTEMBER 1, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, AUGUST 31, 2021.***

Signature

8/30/21
Date

WINSTON FISHER
Please Print Name

FISHER BROTHERS LAS VEGAS LLC
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after Final Agenda

AGENDA ITEM #40
RECEIVED 08.30.21
09.01.21 CC MEETING

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

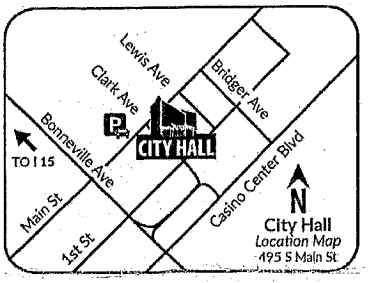
Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2021 AUG 26 A 11:44



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0391-RQR1

City Council Meeting of **09/01/2021**

21-0391-RQR1
16208303008
REM INVESTMENTS L L C
1500 MARBELLA RIDGE CT
LAS VEGAS NV 89117

Submitted after final agenda

Item 40

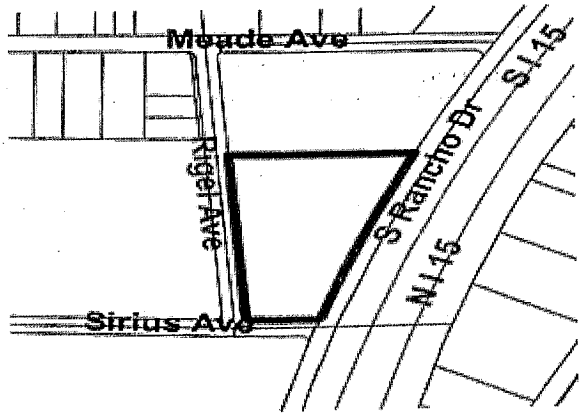
143 PROPNP1 89117

Application Information

21-0391-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: FISHER BROTHERS LAS VEGAS, LLC - For possible action on a Three Year Required Review of an approved Variance (V-0058-94) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN TO BE LOCATED 600 FEET FROM ANOTHER OFF-PREMISE SIGN WHERE 750 FEET IS THE MINIMUM SEPARATION REQUIRED at 2900 Sirius Avenue (APN 162-08-702-002), M (Industrial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

ARE All VARIANCES MOST TO BE CHANGED?

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	09/01/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

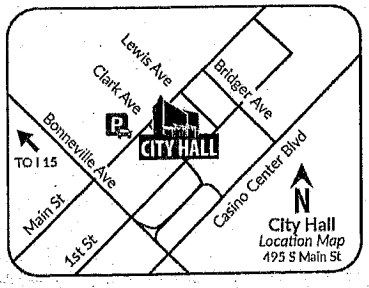
Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
Return Service Requested
Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2021 AUG 26 A 11:44



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☐ I SUPPORT this Request
☑ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0391-RQR1
City Council Meeting of **09/01/2021**

21-0391-RQR1
16208703001
R E M INVESTMENTS L L C-WESTWOOD
1500 MARBELLA RIDGE CT
LAS VEGAS NV 89117

Submitted after final agenda
Item 40

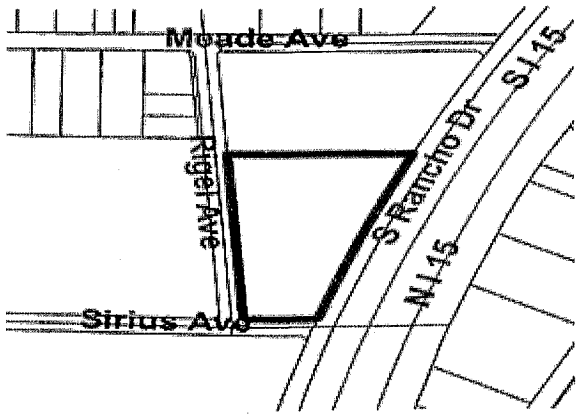
143 FRDFNP1 89117

Application Information

21-0391-RQR1 - REQUIRED REVIEW - PUBLIC HEARING - APPLICANT: CLEAR CHANNEL OUTDOOR - OWNER: FISHER BROTHERS LAS VEGAS, LLC - For possible action on a Three Year Required Review of an approved Variance (V-0058-94) FOR A 40-FOOT TALL, 14-FOOT BY 48-FOOT OFF-PREMISE SIGN TO BE LOCATED 600 FEET FROM ANOTHER OFF-PREMISE SIGN WHERE 750 FEET IS THE MINIMUM SEPARATION REQUIRED at 2900 Sirius Avenue (APN: 162-08-702-002), M (Industrial) Zone, Ward 1 (Knudsen). Staff recommends APPROVAL.

Looks Like A Circus There Already. We Don't Need Any more Signs There!! You Should Not Approve.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	09/01/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
41

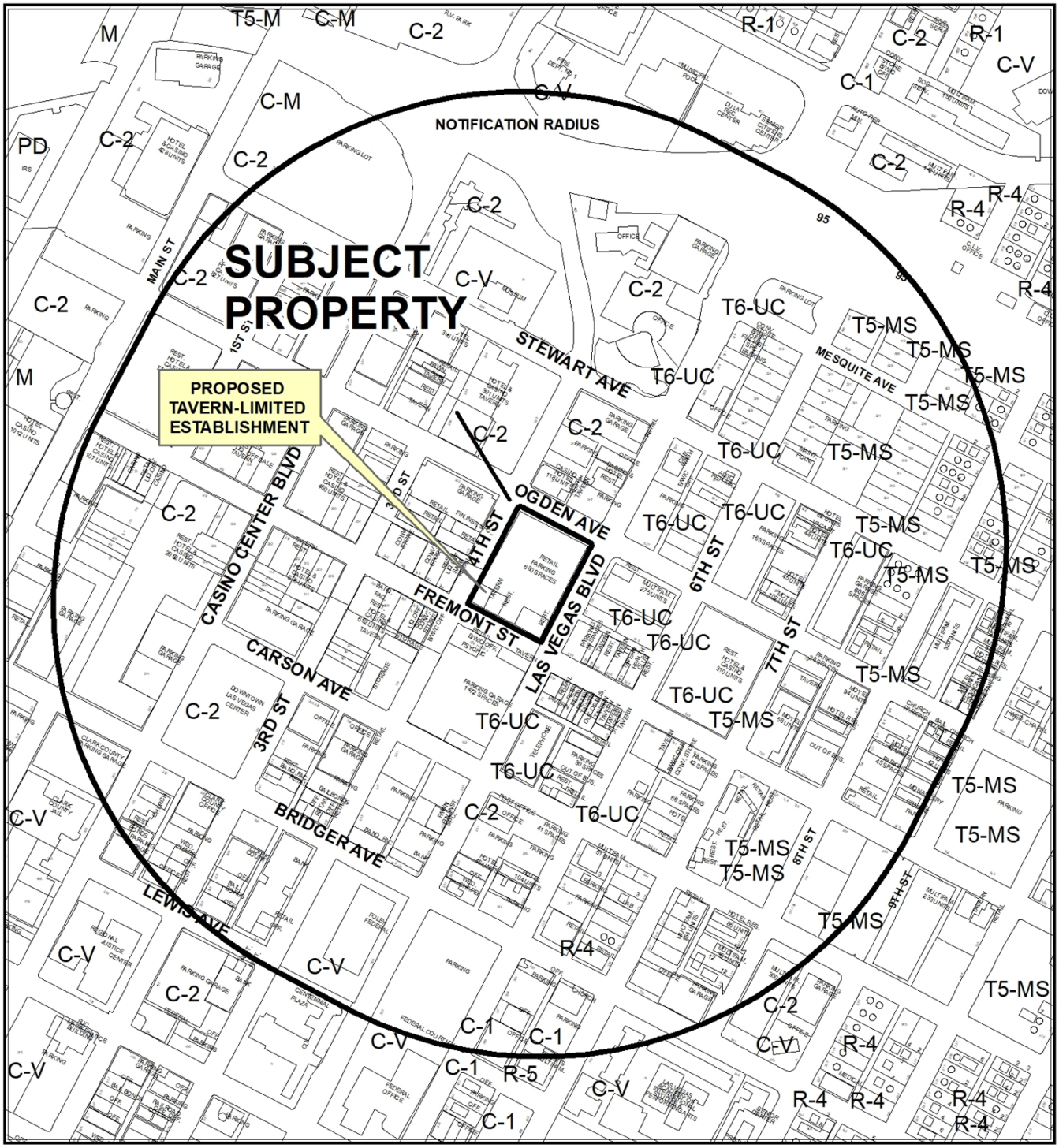
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0410-SUP1 - SPECIAL USE PERMIT - PUBLIC HEARING - APPLICANT: WORLD CRAWL BAR - OWNER: F A E C HOLDINGS WIRRULLA, LLC - For possible action on a Land Use Entitlement project request FOR A PROPOSED 1,838 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE on 2.50 acres at 450 Fremont Street, Suite #251 (APNs 139-34-513-000, 002 and 003) C-2 (General Commercial) Zone, Ward 5 (Crear). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	3	Planning Commission Mtg.	3
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommends 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. Submitted after Final Agenda – Executed One Motion One Vote Documentation
8. Backup Submitted for the August 10, 2021 Planning Commission Meeting



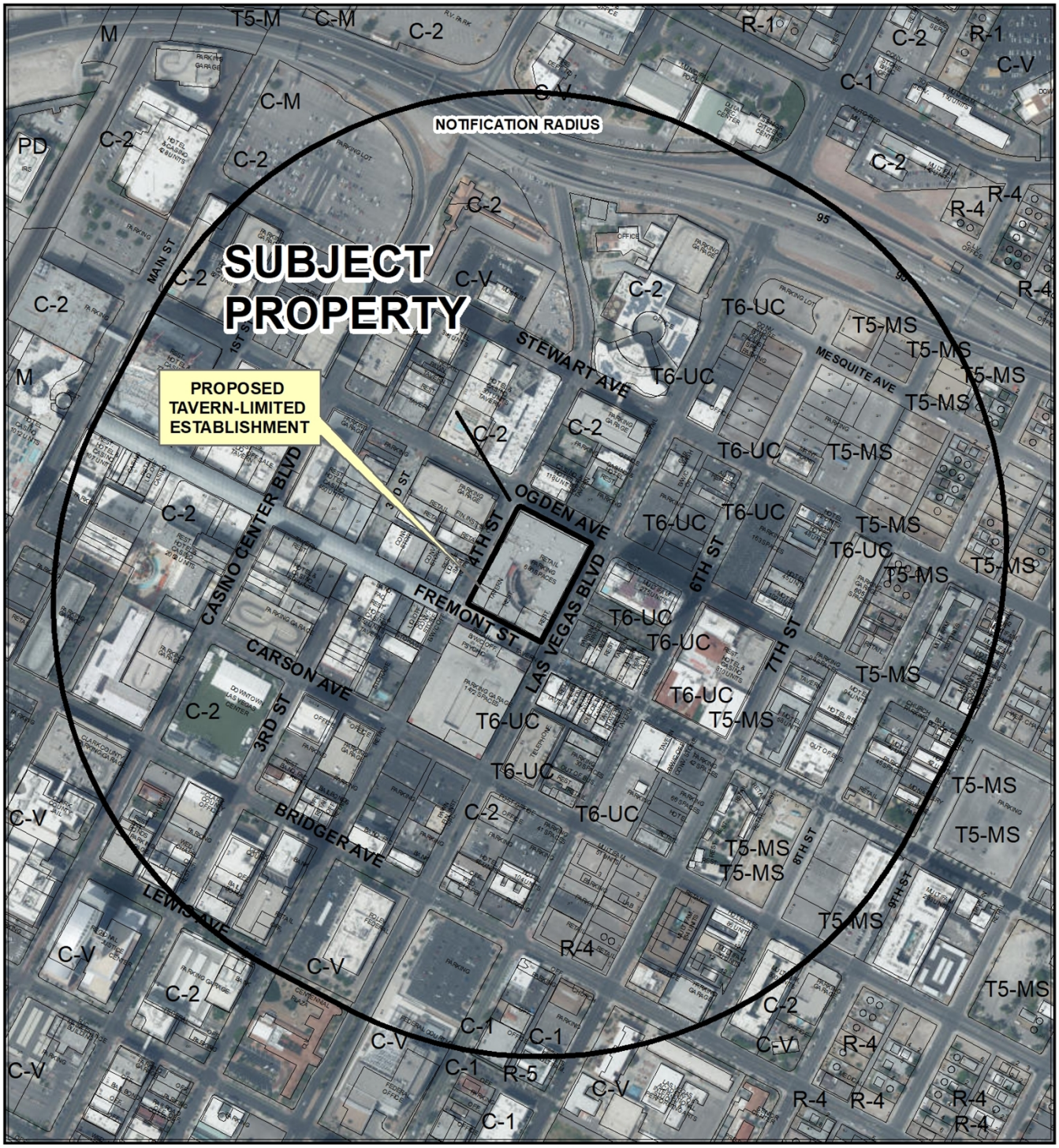
0 412.5 825 Feet

CASE: 21-0410-SUP1

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



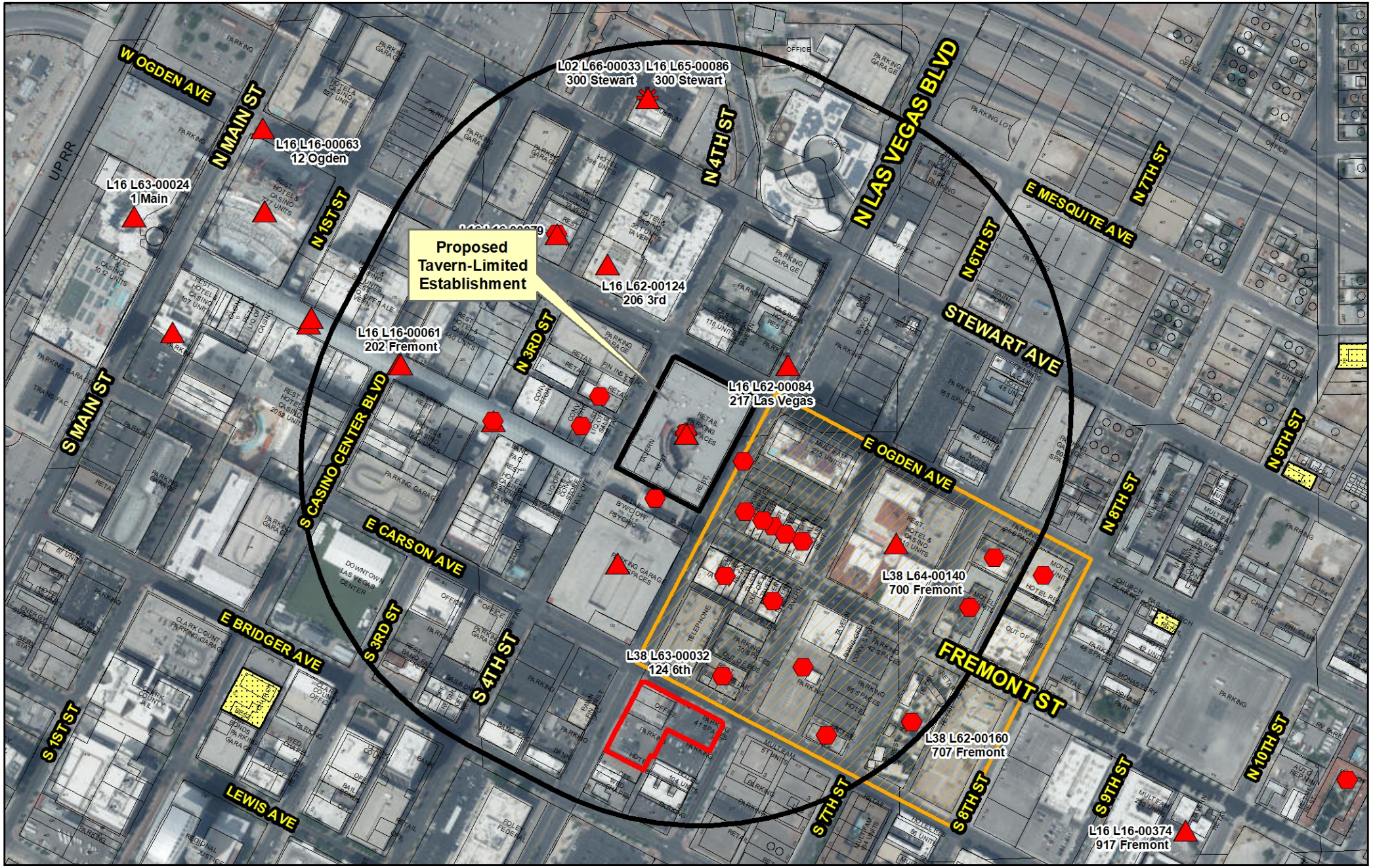
0 412.5 825 Feet

CASE: 21-0410-SUP1

RADIUS: 1500 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

N



21-0410-SUP1

Tavern-Limited Establishment

Business Licenses

- Tavern
- Tavern-Limited
- Urban Lounge
- Ancillary Brew Pub

Protected Uses

- RELIGIOUS
- CITY PARKS
- Child Care/ Children Facility
- Private Schools
- Entertainment District
- Subject Property

N

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, July 1, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: WORLD CRAWL BAR - OWNER: F A E C HOLDINGS WIRRULLA, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0410-SUP1	Staff recommends APPROVAL, subject to conditions:	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 32

NOTICES MAILED 442 (By City Clerk)

PROTESTS 3

APPROVALS 3

NE

**** CONDITIONS ****

21-0410-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for a Tavern-Limited 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. 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, as well as submitted as part of any business license application.

5. Approval of this Special Use Permit does not constitute approval of a liquor license.

6. This business shall operate in conformance to Chapter 6.50 of the City of Las Vegas Municipal Code.

7. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is proposing to operate a Tavern-Limited Establishment use within the Neonopolis located at 450 Fremont Street, Suite #251.

ANALYSIS

The subject site is a 264,210 square-foot retail and entertainment complex, known as 'Neonopolis.' The Neonopolis is a multi-level complex with underground parking designed to provide a variety of uses, including the proposed Tavern-Limited Establishment use. The subject suite has been vacant since February 2020.

The Neonopolis is located within the Resort & Casino District of the 2045 Downtown Las Vegas Masterplan area whose goal is for new complimentary anchors to the downtown gaming hub. The Resort and Casino District serves as the activity and entertainment anchor for downtown. Though this district acts as the most mature and intensely developed area, new opportunities to reinforce the district's identity are always possible.

The Tavern-Limited Establishment use is described by Title 19.12 as "an establishment that is licensed with a tavern-limited license in accordance with LVMC Chapter 6.50," which includes:

- Business license only be issued for premises that are located entirely within the Downtown LasVegas Overlay District.
- That the establishment be a themed establishment, the theme to be approved by the Director after submission of a written description of at least three operational elements establishing a theme.
- The establishment provides live entertainment at least two nights per week

There are no Minimum Special Use Permit Requirements for this use.

Staff finds the proposed Tavern-Limited Establishment use is compatible with the surrounding land uses and furthers the overall goals and objectives of the 2045 Downtown Las Vegas Master Plan by providing tourists and locals alike an additional entertainment venue for downtown Las Vegas.

FINDINGS (21-0410-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 is located within the Downtown Casino Overlay District, where the location of entertainment and music venues is encouraged. The proposed Tavern-Limited Establishment use are 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 existing suite can physically accommodate a Tavern-Limited Establishment use. The subject site is located adjacent to a Pedestrian Mall and that is designed to attract tourist and locals alike. Parking can be accommodated in an underground parking garage as well as at other Downtown locations.

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.**

   Vehicular traffic will utilize the on-site parking garage, which is accessed from 4th Street. Pedestrians may access the site from Las Vegas Boulevard or 4th Street at Fremont Street. This access is adequate for traffic generated by the proposed Tavern-Limited Establishment 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 Tavern-Limited Establishment use is subject to regular inspections by multiple governmental agencies; thus, the public health, safety and welfare will not be compromised.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no Minimum Special Use Permit requirements for the proposed Tavern-Limited Establishment use.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
03/23/98	The City Council approved a Site Development Plan Review (SD-0003-98) for a proposed 264,210 square-foot Retail/Entertainment Complex at 450 Fremont Street. The Planning Commission and staff recommended approval.
08/10/21	The Planning Commission (7-0 vote) recommends APPROVAL on a Land Use Entitlement project request FOR A PROPOSED 1,838 SQUARE-FOOT TAVERN-LIMITED ESTABLISHMENT USE on 2.50 acres at 450 Fremont Street, Suite #251 (APNs 139-34-513-000, 002 and 003) C-2 (General Commercial) Zone, Ward 5 (Crear).

Most Recent Change of Ownership	
06/02/17	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
08/10/06	A business license (G50-04956) was issued for Jewelry Sales at 450 Fremont Street, Suite #251. The license went inactive as of 01/16/19.
02/05/19	A business license (G66-08338) was issued for General Retail Sales at 450 Fremont Street, Suite #251. The license went inactive as of 02/06/20.

Pre-Application Meeting	
06/25/21	Staff provided the applicant with a submittal checklist for the application of a Tavern-Limited Establishment Use (Special Use Permit).

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
07/07/21	Staff observed the subject site (Neonopolis) during a routine field check and did not note anything of concern during the visit.

Details of Application Request	
Site Area	
Net Acres	2.50

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Shopping Center	C (Commercial)	C-2 (General Commercial)
North	Hotel & Casino	C (Commercial)	C-2 (General Commercial)
South	Parking Garage Liquor Establishment (Tavern) General Retail Store Restaurant	C (Commercial)	C-2 (General Commercial)
East	Multi-Family Residential Restaurant Tavern-Limited Establishment	FBC (Form Based Code)	T6-UC (T6 Urban Core)
West	General Retail Store Restaurant Parking Garage	C (Commercial)	C-2 (General Commercial)

Master and Neighborhood Plan Areas	***Compliance***
Vision 2045 Downtown Las Vegas Masterplan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District – 200 Feet	Y
DC-O (Downtown Casino Overlay) District	Y
DTLV-O (Downtown Las Vegas Overlay) District – Area 1	Y
LW-O (Live/Work Overlay) District	Y
SB-O (Las Vegas Boulevard Scenic Byway Overlay) District	Y
DDRC (Downtown Design Review Committee)	Y

Other Plans or Special Requirements	***Compliance***
Appendix F Interim Downtown Las Vegas Development Standards	Y
Trails – Scenic Byway	Y
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

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Las Vegas Boulevard	Primary Arterial	Master Plan of Streets and Highways Map	82	Y
Ogden Avenue	Collector		80	Y
4th Street	Collector		78	Y
Fremont Street	Pedestrian Mall		80	Y

Parking Requirement - Downtown							
Use	***Gross Floor Area or Number of Units***	***Base Parking Requirement***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Retail / Entertainment Complex	264,210 SF	1:250 SF	1,057				
TOTAL SPACES REQUIRED			1,057		555		Y*

*Projects located within the Downtown Las Vegas Overlay - Area 1 are not subject to the automatic application of parking requirements. However, the above table should be used to illustrate the requirements of an analogous project in another location in the City.

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) 450 E. FREMONT STREET, #251

Project Name LAS VEGAS CLUB CRAWL **Proposed Use**

Assessor's Parcel #(s) 139-34-513-002 **Ward #** 6

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information

Property Owner F A E C HOLDINGS WIRRULLA LLC Contact

Address 450 FREMONT STREET City LAS VEGAS State NV Zip 89101

E-mail Phone

Applicant LAS VEGAS CLUB CRAWL & ENTERTAINMENT MANAGEMENT LLC Contact

Address 4224 W. RENO AVE. City LAS VEGAS State NV Zip 89118

E-mail Phone

Representative Taylor Consulting Group, Inc. Contact Nathaniel Taylor

Address 8414 W. Farm Road, #180 City Las Vegas State NV Zip 89131

E-mail info@thetaylorconsultinggroup.com Phone 702-483-7045

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Dharmesh Bhangbhai

Subscribed and sworn before me

This 21st day of May, 20 21

Notary Public in and for said County and State State of Nevada County of Clark.

SHEENA ELIZABETH TORRES
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-09-2024
Certificate No: 16-3068-1

21-0410
07/01/2021

World Crawl Bar

450 E. Fremont St., Ste. 251

Las Vegas, NV 89101

TENANT IMPROVEMENT ONLY

SHEET INDEX

A0.00	COVER SHEET, PROJECT DATA, SITE MAP, NOTES, KEY PLAN
A0.10	AS-BUILT / DEMOLITION PLAN
A1.00	FLOOR PLAN, REFLECTED CEILING PLAN
A2.00	ENLARGED RESTROOM LAYOUT, RESTROOM ELEVATIONS
A3.00	WALL DETAIL, SUSPENDED ACOUSTICAL CEILING SYSTEM

PROJECT DATA

PROJECT ADDRESS

World Crawl Bar
450 E. Fremont St., Ste. 251
Las Vegas, NV 89101

GENERAL CONTRACTOR

BILMAR CONTRACTING
3885 S. DECATUR BLVD., STE. 1000
LAS VEGAS, NEVADA 89103
Ph.: (702) 596-1601
Fax: (702) 876-1807
LICENSE #:0078615

BUILDING DATA

TENANT AREA : 1,838 SF
OCCUPANCY TYPE : A-2
OCCUPANCY LOAD CALCULATION:

Occupancy Load Calculation

Area description	sq. ft.	load factor	occupants
Seating Area	1,162	30	40
Bar & Service Areas	337	200	2
Restrooms	140	100	2
Storage	94	300	1
Electrical Room	45	100	1
Hallway, Walkway, Misc.	40	-	-
Total	1,838		46

TYPE OF CONSTRUCTION: II-B
FIRE SPRINKLERS: YES
PARKING: EXISTING
EXITS REQUIRED: 1
EXITS PROVIDED: 1

PLUMBING ANALYSIS:
Minimum number of plumbing facilities per IBC 2018 Table 2902.1
Occupant load is 46 = 23 males & 23 females
Water closet requirements for Group A-2 for both male and female is 1 per 40
required water closets for males: 1 provided: 1
required water closets for females: 1 provided: 1
Lavatory requirements for Group B for both male and female is 1 per 75
required lavatories for males: 1 provided: 1
required lavatories for females: 1 provided: 1
Required service sink: 1 provided: 1

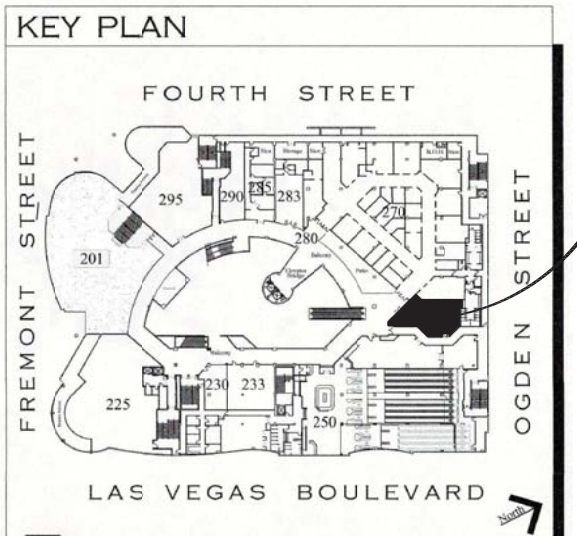
CODES

ALL WORK SHALL CONFORM TO, BUT NOT BE LIMITED TO:

- 2018 International Building Code (IBC) & Amendments
- 2018 International Existing Building Code (IEBC) & Amendments
- 2018 International Energy Conservation Code (IECC) & Amendments
- 2018 Uniform Mechanical Code (UMC) & Amendments
- 2018 Uniform Plumbing Code (UPC) & Amendments
- 2018 International Fire Code (IFC) Ordinance and Amendments
- 2017 National Electrical Code (NEC) & Amendments
- 2012 Administrative Code
- 2009 ICC A117.1 Accessibility Code

LOCATION MAP

KEY PLAN



World Crawl Bar
450 E. Fremont St., Ste. 251
Las Vegas, NV 89101

NOT TO SCALE

12/07/2021
06/25/2021

#	REVISED	BY
1		
2		
3		
4		
5		

BILMAR CONTRACTING
3885 S. DECATUR BLVD., STE. 1000
LAS VEGAS, NEVADA 89103
Ph.: (702) 596-1601
Fax: (702) 876-1807
LICENSE #:0078615

SIGNATURE

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. THIS DOCUMENT IS INSTRUMENTS OF SERVICE AND RESEARCH IT CONTAINS IS AN ORIGINAL UNPUBLISHED WORK THAT WAS SERVICES PRODUCED BY BILMAR CONTRACTING. THIS DOCUMENT AND THE IDEAS AND DESIGNS INCORPORATED BY ANY METHOD IN WHOLE OR IN PART ARE THE PROPERTY OF BILMAR CONTRACTING AND MAY NOT BE USED IN ANY WAY WITHOUT THE EXPRESS WRITTEN PERMISSION AND AUTHORIZATION OF BILMAR CONTRACTING.

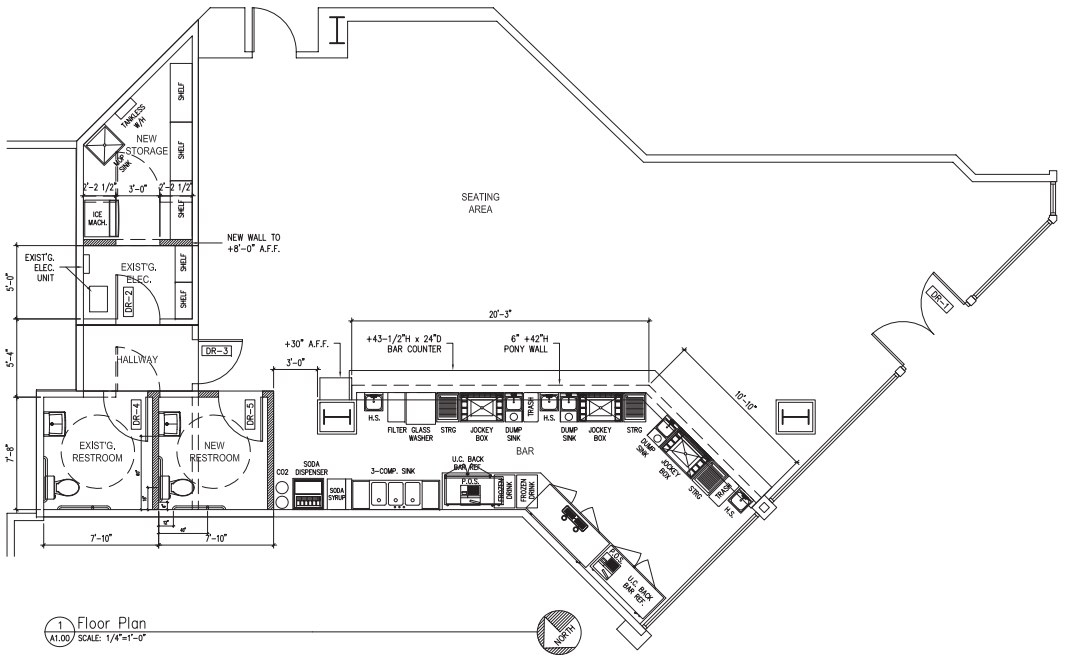
World Crawl Bar
450 E. Fremont St., Ste. 251
Las Vegas, NV 89101

SHEET INDEX, PROJECT DATA
LOCATION MAP, KEY PLAN

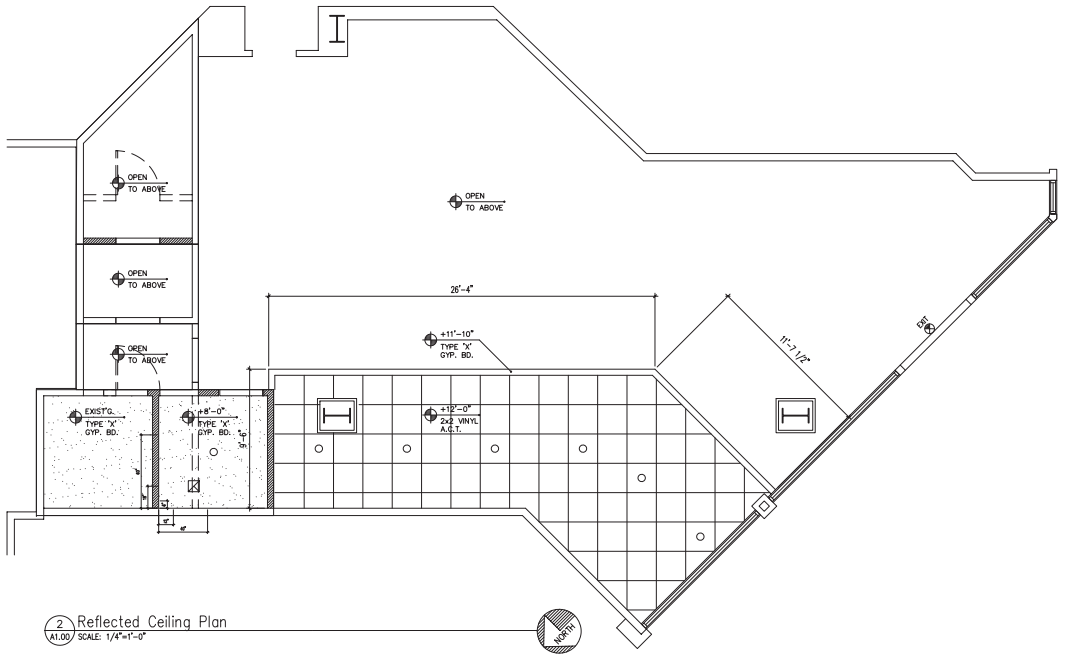
DATE: 06/21/2021
DRAWN BY: STAFF
SCALE: AS NOTED

Copyright 2021, Bilmar Contracting

SHEET
A0.00



1 A1.00 Floor Plan
SCALE: 1/4"=1'-0"



2 A1.00 Reflected Ceiling Plan
SCALE: 1/4"=1'-0"

WALL SCHEDULE

SYM.	DESCRIPTION
	EXISTING WALL ASSEMBLY TO REMAIN UNDISTURBED
	NEW 3 5/8"x25ga. MTL. STUDS @ 24"O.C. MAX. W/ 5/8" TYPE 'X' GYP. BD. ON BOTH SIDES. SEE DTL. 1/A2.00

DOOR SCHEDULE

SYM.	DESCRIPTION	TYPE	FRM	REMARKS
DR-1				EXISTING TO REMAIN
DR-2				EXISTING TO REMAIN
DR-3				EXISTING TO REMAIN
DR-4	3'-0" x 7'-0"	WD	MTL	PRIVACY LOCKSET
DR-5	3'-0" x 7'-0"	WD	MTL	PRIVACY LOCKSET

NOTES:
- FLOOR FINISH SHALL BE SEALED CONCRETE THROUGHOUT
- EXISTING LIGHTING TO REMAIN UNLESS NOTED OTHERWISE

SYMBOLS:

- RECESSED CAN LIGHT
- EXIT SIGN
- EXHAUST FAN
- 2x4 SUSPENDED ACOUSTICAL GRID CEILING
- TYPE 'X' GYP. BD. CEILING

#	REVISED	BY
1	10/07/2021 PER CITY COMMENTS	

06/25/2021

BILMAR CONTRACTING
3885 S. DECATUR BLVD., STE. 1000
LAS VEGAS, NEVADA 89103
Ph.: (702) 596-1601
Fax: (702) 876-1807
LICENSE #0078615

SIGNATURE

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World Crawl Bar
450 E. Fremont St., Ste. 251
Las Vegas, NV 89101

FLOOR PLAN
REFLECTED CEILING PLAN

DATE: 06/21/2021
DRAWN BY: STAFF
SCALE: AS NOTED

Copyright 2020, Bilmar Contracting

SHEET
A1.00

21-0410-SUP1 - APPLICANT: WORLD CRAWL BAR - OWNER: F A E C HOLDINGS WIRRULLA, LLC
450 FREMONT STREET, SUITE #251

07/07/2021

21-0410-SUP1 - APPLICANT: WORLD CRAWL BAR - OWNER: F A E C HOLDINGS WIRRULLA, LLC
450 FREMONT STREET, SUITE #251

07/07/2021

21-0410-SUP1 - APPLICANT: WORLD CRAWL BAR - OWNER: F A E C HOLDINGS WIRRULLA, LLC
450 FREMONT STREET, SUITE #251

07/07/2021

Taylor Consulting Group, Inc.

Government Affairs & Land Use Consultants • Liquor & Gaming Licensing

June 25, 2021

City of Las Vegas
495 S. Main Street
Las Vegas, NV 89110

Re: APN: 139-34-513-002 (450 Fremont St., #

To Whom It May Concern:

We are respectfully requesting a special use permit to allow for a "Tavern Limited" to be located at 450 Fremont St., #251, Las Vegas, NV 89101.

This proposed use can operate in a harmonious and compatible manner with the area. There are other businesses of similar nature in this downtown venue.

Thank you in advance for your time and attention to this matter.

Sincerely,

Nathaniel Taylor

Nathaniel Taylor

21-0410
12-07-24 RE
06/25/2021

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Department of Planning
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: **21-0410-SUP1**

SUBJECT: **APPLICANT: WORLD CRAWL BAR - OWNER: F A E C HOLDINGS WIRRULLA, LLC**

The above item has been placed on the One Motion/One Vote portion of the City Council Agenda for the ***SEPTEMBER 1, 2021 City Council*** meeting. All of these items will be placed at the beginning of the agenda. The Mayor will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Carman Burney*** at ***(702)464-7499*** or e-mail to ***cburney@lasvegasnevada.gov***. If there is no one present at the City Council meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any City Councilperson or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***TUESDAY, AUGUST 31, 2021.***

Signature — 8/24/21 Date

Nathaniel Taylor
Please Print Name

Taylor Consulting Group
Company Name

Sincerely,

Seth Floyd
Director of Community Development
Department of Planning

Submitted after Final Agenda

AGENDA ITEM #41
RECEIVED 08.24.21
09.01.21 CC 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

Cheyenne LaRance

From: Nicole Eddowes
Sent: Tuesday, August 10, 2021 7:04 PM
To: Seth Floyd
Cc: Cheyenne LaRance; Eric McCammond
Subject: FW: Item #44 August 10, 2021

FYI for item #44

From: Nathaniel Taylor <info@thetaylorconsultinggroup.com>
Sent: Tuesday, August 10, 2021 6:02 PM
To: Peter Lowenstein <plowenstein@LasVegasNevada.GOV>
Cc: Nicole Eddowes <neddowes@LasVegasNevada.GOV>; Anthony Williams <bcc_awilliams@lasvegasnevada.gov>
Subject: Item #44 August 10, 2021

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.**

Mr. Lowenstein,

At the direction of Commissioner Williams, I'm respectfully agreeing to all the conditions of approval by staff for item #44 which I represent on the August 10, 2021 Planning Commission Agenda.

Regards,

Nathaniel Taylor
President
Taylor Consulting Group, Inc.
8414 W. Farm Rd., #180
Las Vegas, NV 89131

www.TheTaylorConsultingGroup.com
info@thetaylorconsultinggroup.com

Sent from my iPad

Submitted at Planning Commission
Date 8/10/2021 Item 44
by Staff

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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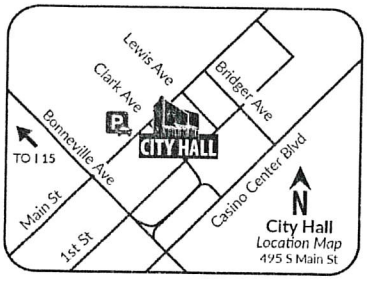

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0387 and 21-0387-SUP1 and 21-0387-SDR1
Planning Commission Meeting of **08/10/2021**

21-0387
13927110142
MARTINEZ NELSON A
618 W VAN BUREN AVE
LAS VEGAS NV 89106-3041

03 DRDFNP1 89106

Submitted at Planning Commission

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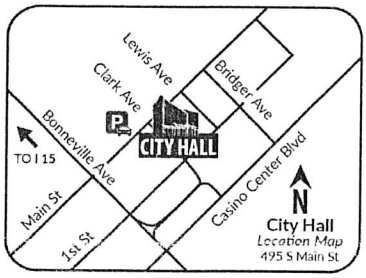

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21-0387 and 21-0387-SUP1 and 21-0387-SDR1
Planning Commission Meeting of **08/10/2021**

21-0387
13927110149
SERNA EVALYN
619 HARRISON AVE
LAS VEGAS NV 89106-3018

63 DRDFNP1 89106

Submitted at Planning Commission

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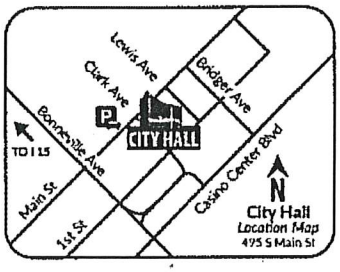

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City of Las Vegas

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21-0410-SUP1

Planning Commission Meeting of **08/10/2021**

21-0410-SUP1
13934510026
THREE TWENTY TWO L L C
5151 PROCYON ST # 108
LAS VEGAS NV 89118-1713

115 ORDFNP1 89118

44P

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495 South Main Street
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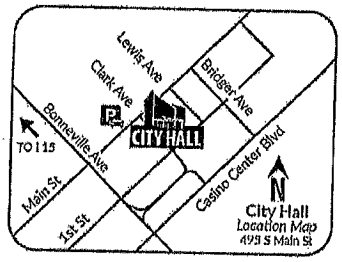

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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21-0410-SUP1
Planning Commission Meeting of **08/10/2021**

21-0410-SUP1
13934613111
JEALT-OG L L C
8022 S RAINBOW BLVD # 343
LAS VEGAS NV 89139

44A

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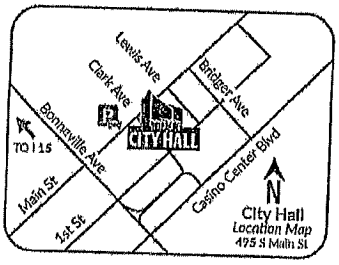

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0410-SUP1
Planning Commission Meeting of **08/10/2021**

21-0410-SUP1
13934613114
JEALT- OG L L C
8022 S RAINBOW BLVD # 343
LAS VEGAS NV 89139

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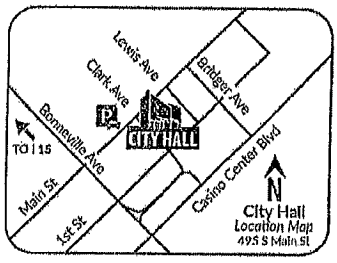

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

21-0410-SUP1

Planning Commission Meeting of **08/10/2021**

21-0410-SUP1
13934613216
VALLE FAMILY TRUST
VALLE JOSE ARMANDO & STEPHANIE ANNE TRS
150 LAS VEGAS BLVD N STE 2105
LAS VEGAS NV 89101

89 DRDFMP1 89101

44A

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
42

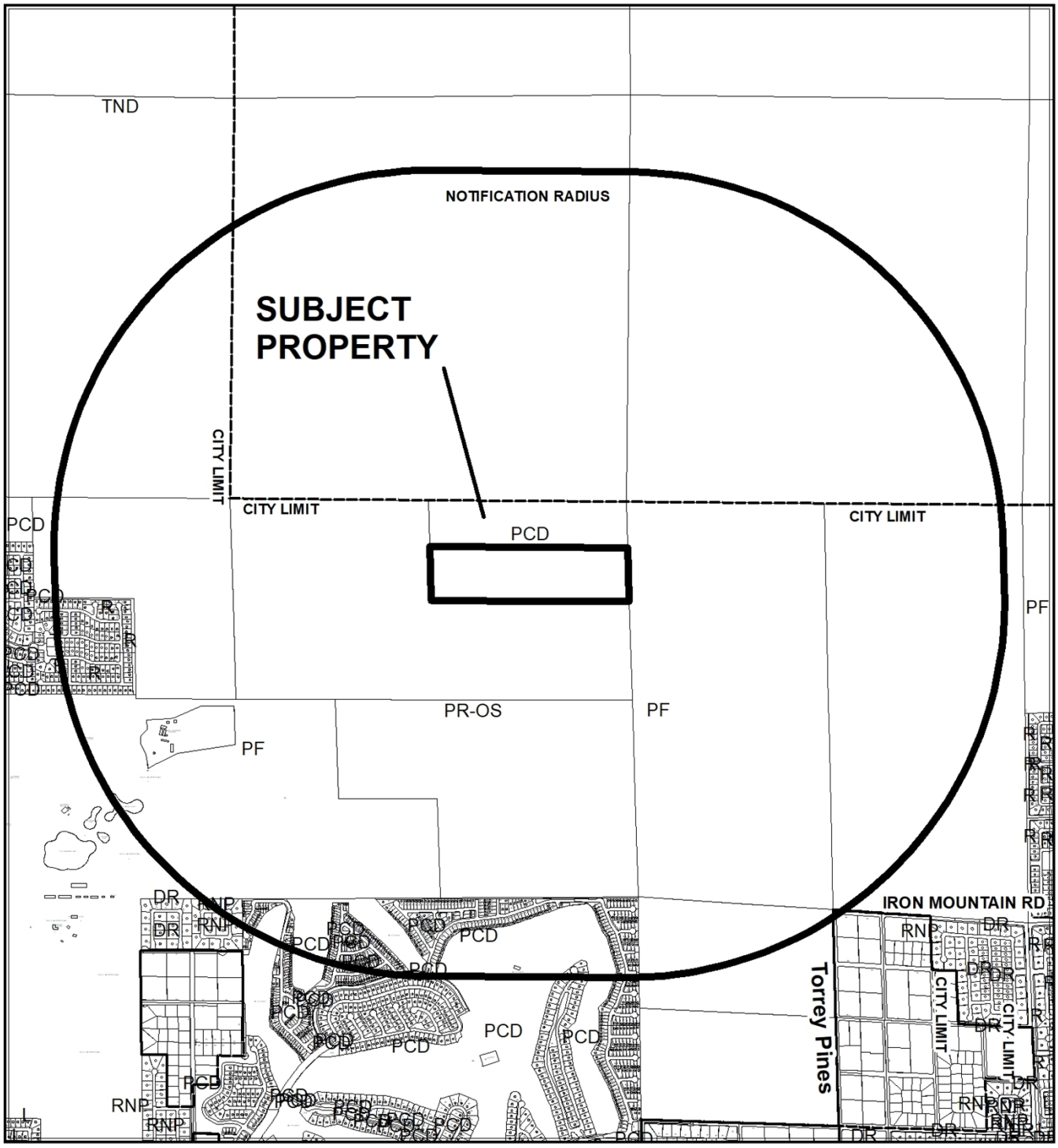
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - 20-0344-GPA1
2. Land Use Map - 20-0344-GPA1
3. Location and Aerial Maps - 20-0344-ZON1
4. Land Use Map - 20-0344-ZON1
5. Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. School Tracking Form Submitted by Clark County School District for 20-0344-ZON1
10. Protest Postcards
11. Submitted after Final Agenda – Abeyance Request Letter Submitted by Bob Gronauer
12. Backup Submitted from the May 19, 2021 City Council Meeting
13. Backup Submitted from the June 2, 2021 City Council Meeting
14. Backup Submitted from the June 16, 2021 City Council Meeting
15. Backup Submitted from the July 21, 2021 City Council Meeting
16. Backup Submitted from the August 4, 2021 City Council Meeting
17. Backup Submitted for the April 13, 2021 Planning Commission Meeting



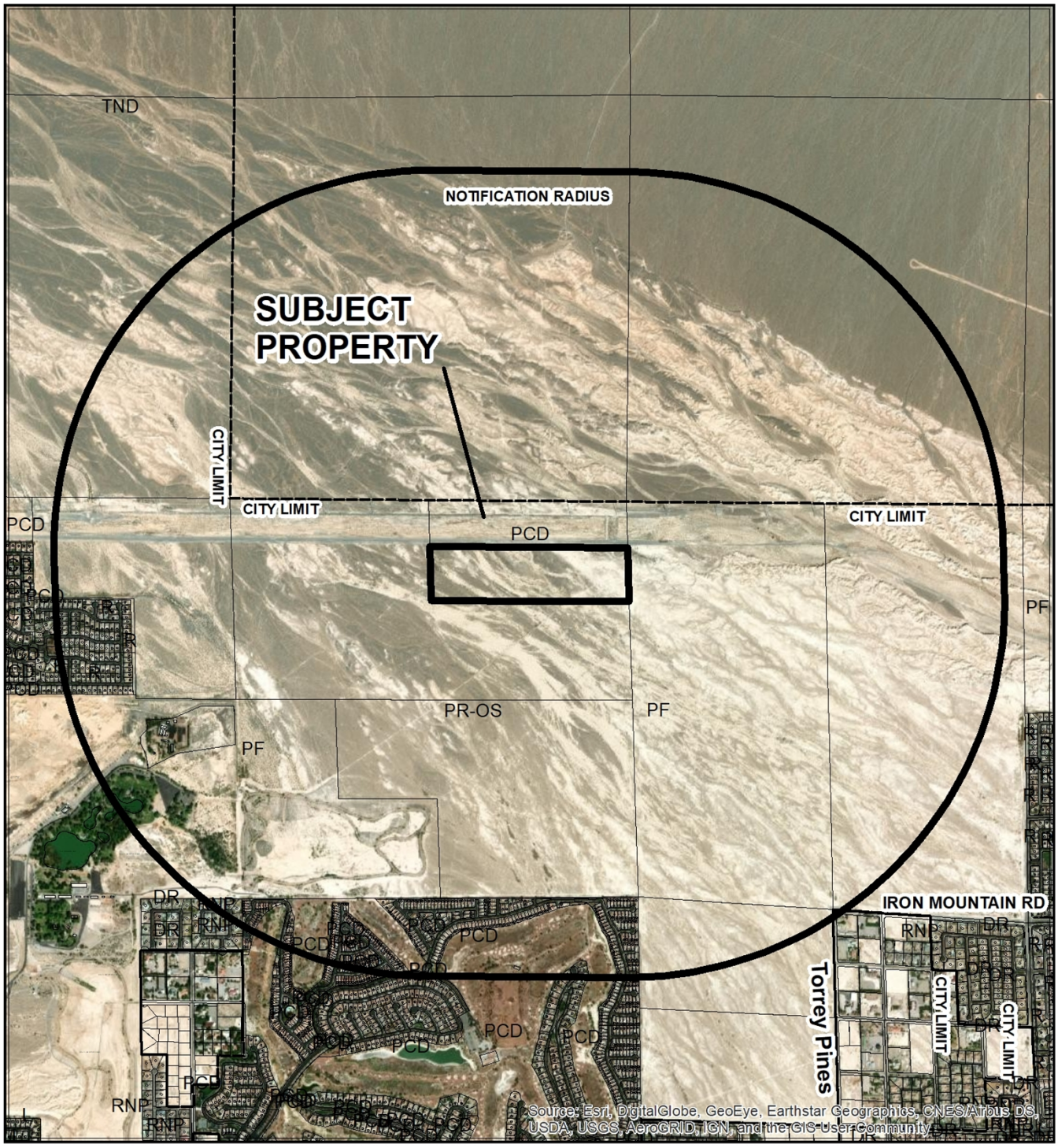
CASE: **20-0344-GPA1**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: ML (MEDIUM LOW DENSITY RESIDENTIAL)

N



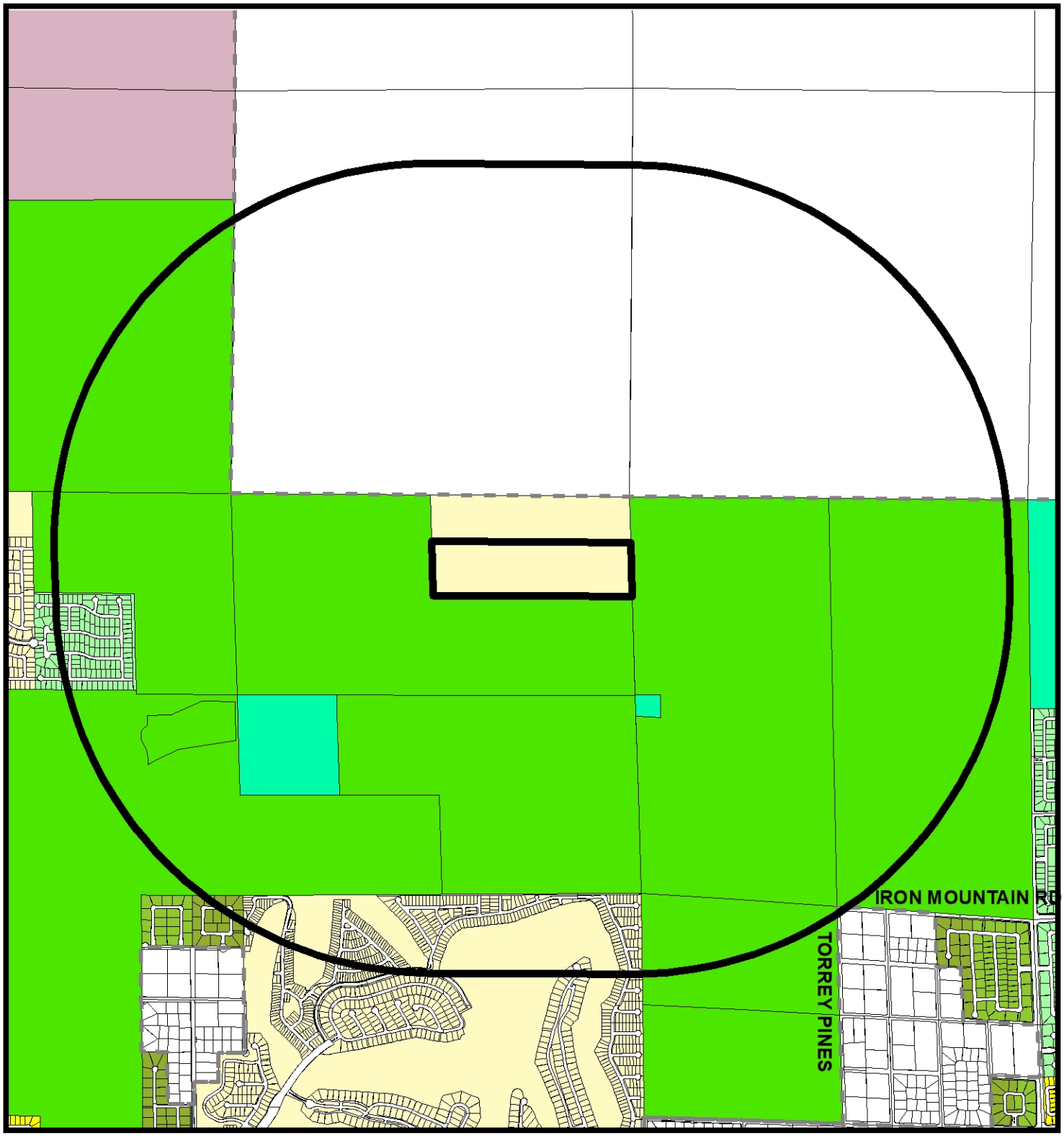
CASE: **20-0344-GPA1**

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: PCD (PLANNED COMMUNITY DEVELOPMENT)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: ML (MEDIUM LOW DENSITY RESIDENTIAL)

20-0344-GPA1



General Plan Amendment

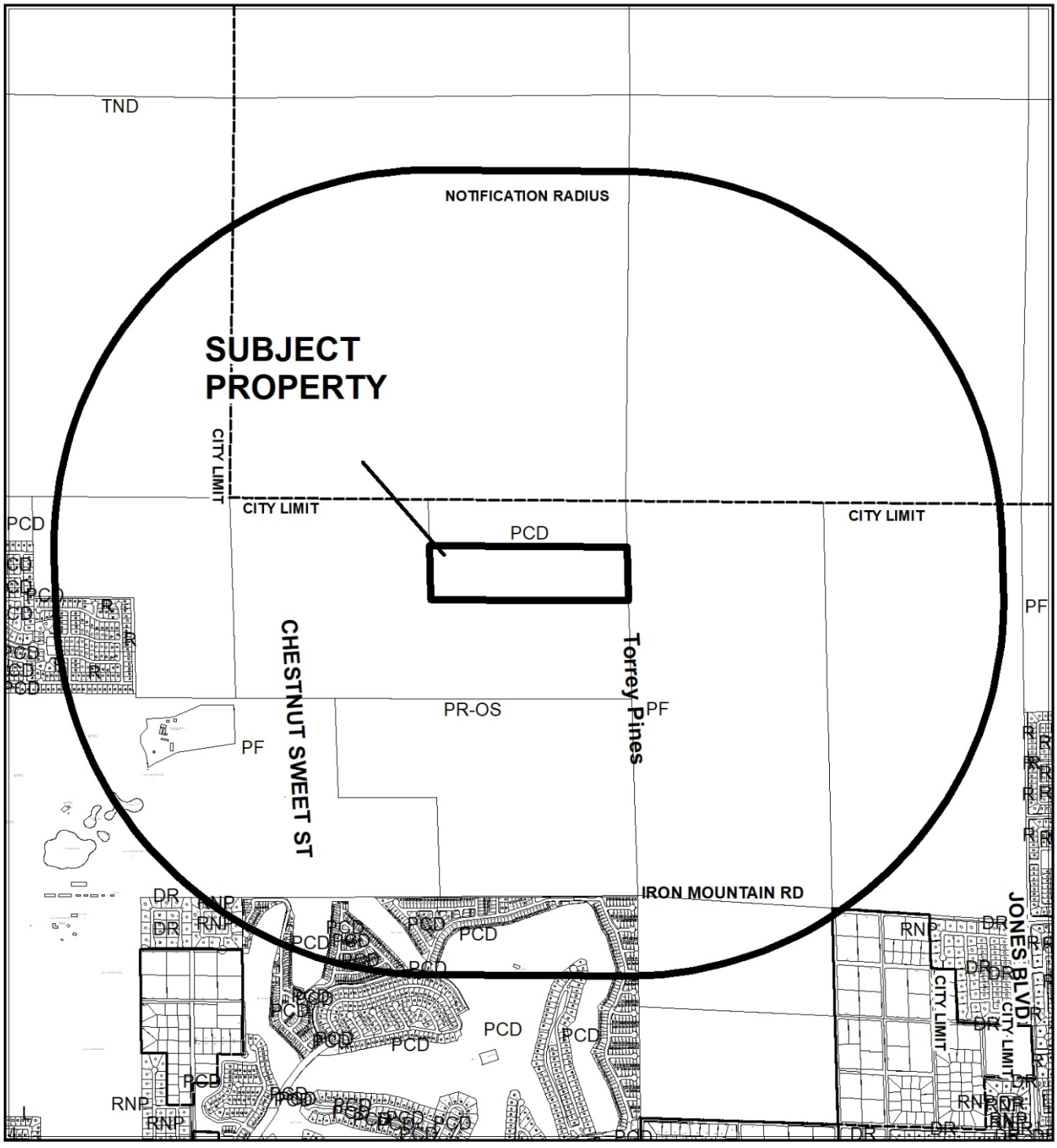
- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium Low
- Medium Low Attached
- Medium
- High
- Form-Based Code
- Planned Community Development
- Office
- Service Commercial
- General Commercial
- Tourist Commercial
- Las Vegas Medical District
- Light Industry / Research
- Traditional Neighborhood Development
- Downtown Redevelopment Area
- Parks/Recreation/Open Space
- Public Facilities
- Public Facilities - School
- Public Facilities - Clark County
- Town Center
- Resource Conservation
- Commercial (Downtown Land-Use)
- Mixed Use (Downtown Land-Use)

FROM PCD TO ML

- Subject Property
- 1000ft Buffer
- City Limits

GIS maps are normally produced only to meet the needs of the City. Due to continuous development activity this map is for reference only.
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, April 1, 2021



CASE: **20-0344-ZON1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-SL (RESIDENTIAL SMALL LOT)

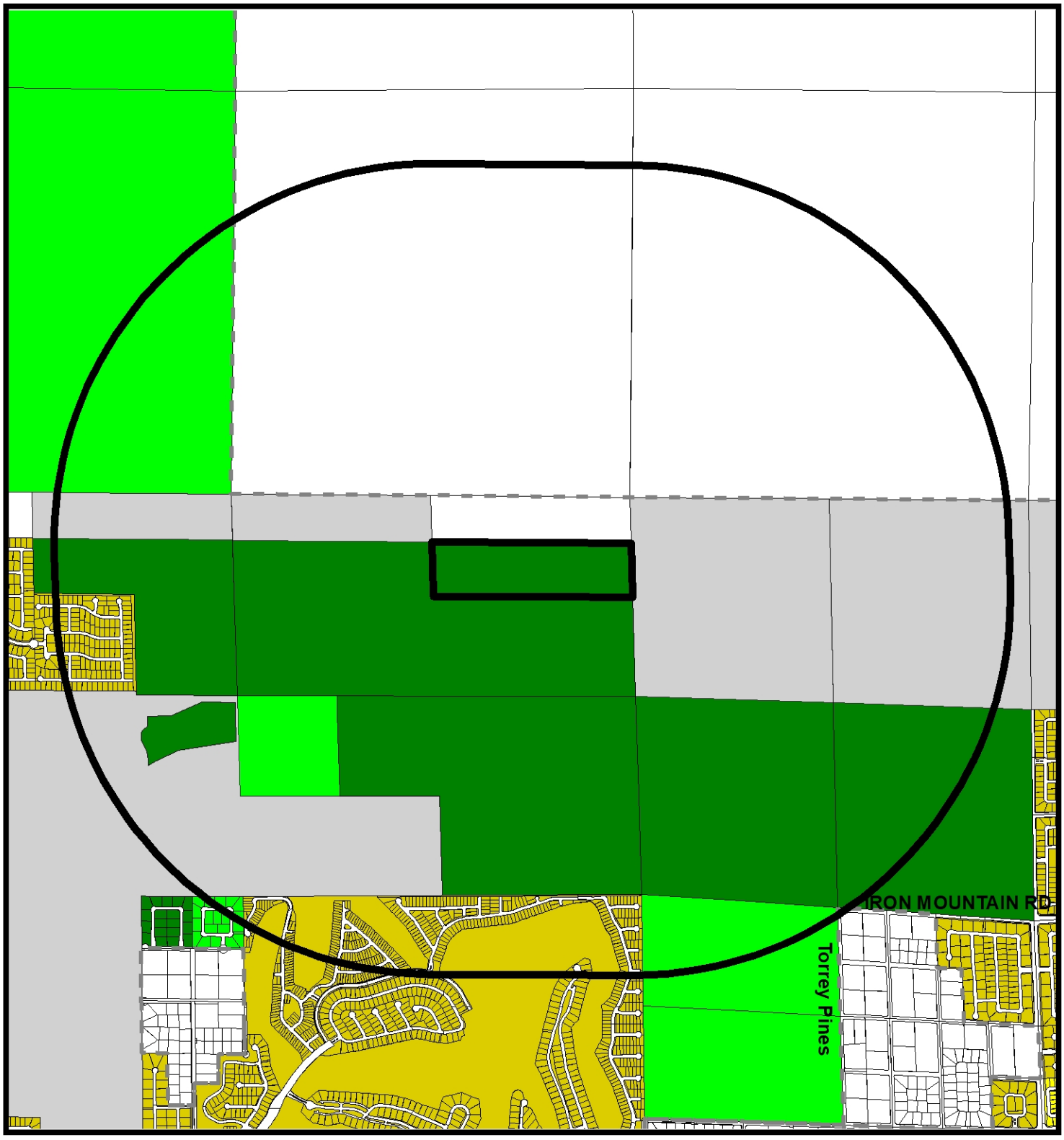
CASE: **20-0344-ZON1**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

PROPOSED ZONING OF SUBJECT PROPERTY: R-SL (RESIDENTIAL SMALL LOT)

20-0344-ZON1



Zoning

- U - (GPA Designation) Undeveloped
- R-A - Ranch Acres
- R-E - Residence Estates
- R-D - Single Family Residential-Restricted
- R-PD - Residential Planned Development
- R-1 - Single Family Residential
- R-CL - Single Family Compact-Lot
- R-SL - Residential Small Lot
- R-TH - Single Family Attached
- R-2 - Medium-Low Density Residential
- R-3 - Medium Density Residential
- R-4 - High Density Residential
- R-5 - Apartment
- R-MH - Mobile/Manufactured Home Residence
- R-MHP - Residential Mobile/Manufactured Home Park
- T4-C - T4 Corridor
- T5-N - T5 Neighboorhood
- T5-M - T5 Maker
- T5-MS Main Street
- T5-C - T5 Corridor
- T6-UG - Urban Gerneral
- T6-UG-L -T6 Urban General Limited
- P-R - Professional Offices and Parking
- P-O - Professional Office
- N-S - Neighborhood Service
- O - Office
- C-D - Designed Commercial
- C-1 - Limited Commercial
- C-2 - General Commercial
- C-PB - Planned Business Park
- C-M - Commercial/Industrial
- M - Industrial
- C-V - Civic
- P-C - Planned Community
- T-D - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM R-E TO R-SL

Subject Property

1000ft Buffer

City Limits

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Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Thursday, April 1, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SWDE348, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
20-0344-GPA1	Staff recommends DENIAL.	
20-0344-ZON1	Staff recommends DENIAL.	20-0344-GPA1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 4

NOTICES MAILED 475 (By City Clerk)

PROTESTS 24

APPROVALS 1

NE

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request for a General Plan Amendment from PCD (Planned Community Development) to ML (Medium Low Density Residential); and a request to Rezone from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres located adjacent to the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive.

ISSUES

- Rainbow Boulevard terminates at Horse Drive.
- The subject site abuts the Tule Springs Fossil Beds National Monument along the west, south, and east property lines.
- There is no access to public utilities to service the subject site.
- A right-of-way grant would be required from the National Park Service in order to construct right-of-way through the national monument.

ANALYSIS

The subject 44.52 acres is an undeveloped parcel of land located within the Centennial Hills Sector of the General Plan. The subject site abuts a Clark County flood channel to the north, and the Tule Springs Fossil Beds National Monument along the west, south, and east property lines.

The Tule Springs Fossil Beds National Monument was established as the 405th unit of the National Park Service on December 19, 2014. The monument was established to "conserve, protect, interpret and enhance for the benefit of present and future generations the unique and nationally important paleontological, scientific, educational and recreational resources and values of the land." The paleontological period represented at Tule Springs ranges from 200,000 to 3,000 years ago, and is rich with significant paleontological resources from the ice age, including the Columbian Mammoth, extinct horses, camels and bison, and the dire wolf. The monument spans 22,650 acres along the northeastern edge of US Highway 95 north of the master plan area of Aliante to Creech Air Force Base.

Currently the subject site is not accessed by any roadway, nor is it serviced by public utilities. In order for a roadway to be constructed, and utilities extended, right-of-way would have to be granted by the National Park Service to construct such infrastructure within a national monument. The lack of roads and utilities prohibits the property owner from developing the property at this time.

General Plan Amendment

The lack of access to the subject site indicates the prematurity of this General Plan Amendment and Rezoning request as it typifies "Leap Frog" development. Development on this site would require the extension of public facilities through a national monument since the nearest residential development is approximately three-quarters of a mile away.

The current General Plan designation of PCD (Planned Community Development) allows a mix of residential uses that maintain an average overall density ranging from two to eight dwelling units per gross acre, depending upon compatibility with adjacent uses (e.g. a density of two units per acre will be required when adjacent to DR designated property). The nearest development to the subject site consist of R-PD2 (Residential Planned Development – 2 Units per Acre) to the west, R-PD3 (Residential Planned Development – 3 Units per Acre) to the south, and large, two-acre home sites zoned R-E [(Rural Estates Residential District) Clark County]. The current General Plan designation of PCD (Planned Community Development) is compatible with the existing residential development in the area as it would dictate a maximum density of no more than 3 units per acre to be compatible with development in the area.

The proposed ML (Medium Low Density Residential) General Plan designation allows up to 8.49 dwelling units per gross acre, and would allow a range of residential housing including, single family detached homes, including compact lots and zero lot lines; mobile home parks and two-family dwellings. This General Plan designation would support multiple zoning districts including R-SL (Single Family Small Lot Residential), R-CL (Single Family Compact-Lot), and R-MH (Mobile/Manufactured Home), which would not be compatible with the existing development in the area.

It is the purpose and intent of the City Council that Title 19:

- maintains through orderly growth and development the character and stability of present and future land use and development in the City;
- manages the orderly and efficient provisions of adequate levels of public facilities and services necessary to support planned development;
- ensure that required on-site and off-site dedications and public improvements are properly installed or guaranteed; and
- prevent the impacts of both overcrowding of land and undue concentrations of population as well as the negative effects of leapfrogging sprawl and underutilization of land and property.

In addition, The Las Vegas 2020 Master Plan contains numerous goals, objectives, and policies pertaining directly and indirectly to conservation. One of which is to, "create an inventory of any archeological resources within boundaries of proposed development and make efforts to preserve any significant resources that are discovered."

Staff finds the requested General Plan Amendment to be premature and incompatible with the existing development in the area; therefore, staff is recommending denial of the amendment request.

Rezoning

The subject site is currently zoned R-E (Residence Estates) which allows low-density residential units on large lots in order to convey a rural environment. This zoning district requires a minimum lot size of 18,000 square feet. The applicant is proposing to rezone the subject site to R-SL (Single Family Small Lot Residential) which requires a minimum lot size of 4,500 square feet.

The closest parcel not part of the national monument is approximately 1,300 linear feet from the subject site and is zoned R-E (Residence Estates). Rezoning the subject site to R-SL (Single Family Small Lot Residential) would allow a residential density that is incompatible with the surrounding land uses, which are rural in nature.

The approval of this General Plan Amendment and Rezoning application would allow approximately 377 residential units on a 44.52-acre site with no roadways and/or utilities, nor a viable mechanism of extending such facilities to the subject site. This request is not in alignment with the goals, objectives, or policies of the Las Vegas 2020 Master Plan, or the purpose and intent of Title 19; therefore, staff is recommending denial of the Rezoning request in addition to the requested General Plan Amendment.

FINDINGS (GPA-72732)

Section 19.16.030(I) of the Las Vegas Zoning Code requires that the following conditions be met in order to justify a General Plan Amendment:

1. **The density and intensity of the proposed General Plan Amendment is compatible with the existing adjacent land use designations,**

   The density and intensity proposed is not compatible with the existing R-E (Residence Estates), R-PD2 (Residential Planned Development – 2 Units per Acre), R-PD3 (Residential Planned Development – 3 Units per Acre), and R-E [(Rural Estates Residential District) Clark County] residentially zoned developments found in this portion of the Northwest Sector, nor is it compatible with the adjacent Tule Springs Fossil Beds National Monument.

2. The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,

The ML (Medium Low Density Residential) General Plan designation supports such zoning districts as R-SL (Single Family Small Lot Residential), R-CL (Single Family Compact-Lot), and R-MH (Mobile/Manufactured Home). These zoning districts are too intense and incompatible with the existing R-E (Residence Estates), R-PD2 (Residential Planned Development – 2 Units per Acre), R-PD3 (Residential Planned Development – 3 Units per Acre), and R-E [(Rural Estates Residential District) Clark County] zoning districts that currently govern land use in this portion of the Northwest Sector, nor is it compatible with the adjacent Tule Springs Fossil Beds National Monument.

3. There are adequate transportation, recreation, utility, and other facilities to accommodate the uses and densities permitted by the proposed General Plan Amendment; and

There are no transportation or utility facilities to accommodate the proposed residential densities permitted by the proposed ML (Medium Low Density Residential) General Plan designation. In order to construct roadways to provide access, right-of-way would need to be granted by the National Park Service in order to build a roadway and provide utilities to the subject site within the national monument.

4. The proposed amendment conforms to other applicable adopted plans and policies.

The Las Vegas 2020 Master Plan contains numerous goals, objectives, and policies pertaining directly and indirectly to conservation; one of which is to, “create an inventory of any archeological resources within boundaries of proposed development and make efforts to preserve any significant resources that are discovered.” The approval of a General Plan Amendment and Rezoning application that would require federal right-of-way grants through a national monument in order to construct the necessary infrastructure to service any future development does not conform to the Master Plan goals, objectives, and policies.

In addition, on September 28, 2010, the Southern Nevada Regional Planning Coalition (SNRPC) amended the Conservation, Open Space, and Natural Resource Element of the Southern Nevada Regional Policy Plan that identified four regional priorities. One of those priorities included "the coordination of regional efforts to manage and preserve national resources." The approval of these requests do not support applicable adopted plans and policies as it require future federal right-of-way grants to disturb a national resource for roadways and utilities.

FINDINGS (ZON-72733)

In order to approve a Rezoning application, pursuant to Title 19.16.090(L), the Planning Commission or City Council must affirm the following:

1. **The proposal conforms to the General Plan.**

   If approved, the requested R-SL (Residential Small Lot) would conform to the proposed ML (Medium Low Density Residential).

2. **The uses which would be allowed on the subject property by approving the rezoning will be compatible with the surrounding land uses and zoning districts.**

   A residential subdivision is not compatible with the surrounding Tule Springs Fossil Beds National Monument, as it would be necessary for the National Park Service to issue right-of-way grants through the national monument in order to provide both roadways and utilities to the subject site.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   Growth and development factors in the community do not indicate the need for "leap frog" development that would require the extension of public facilities through undeveloped lands and grants from the National Park Service to install such facilities through a national monument.

4. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed zoning district.**

There are no street or highway facilities that provide access to the subject site. In order to construct roadways to provide access a right-of-way grant would need to be granted by the National Park Service in order to build a roadway within the national monument.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/10/18	The Planning Commission approved a request to abey a request for a General Plan Amendment (GPA-72732) from PCD (Planned Community Development) to ML (Medium Low Density Residential) and a request for a Rezoning (ZON-72733) from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres at the southwest corner of the Moccasin Road and Rainbow Boulevard alignments to the July 10, 2018 Planning Commission meeting.
07/10/18	The Planning Commission approved a request to abey a request for a General Plan Amendment (GPA-72732) from PCD (Planned Community Development) to ML (Medium Low Density Residential) and a request for a Rezoning (ZON-72733) from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres at the southwest corner of the Moccasin Road and Rainbow Boulevard alignments to the October 9, 2018 Planning Commission meeting.
10/09/18	The Planning Commission approved a request to table a request for a General Plan Amendment (GPA-72732) from PCD (Planned Community Development) to ML (Medium Low Density Residential) and a request for a Rezoning (ZON-72733) from R-E (Residence Estates) to R-SL (Residential Small Lot) on 44.52 acres at the southwest corner of the Moccasin Road and Rainbow Boulevard alignments.
04/13/21	The Planning Commission unanimously voted to recommend DENIAL on the following the Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). • **20-0344-GPA1** - FROM: PCD (PLANNED COMMUNITY DEVELOPMENT) TO: ML (MEDIUM LOW DENSITY RESIDENTIAL) • **20-0344-ZON1** - FROM: R-E (RESIDENCE ESTATES) TO: R-SL (SINGLE FAMILY RESIDENTIAL SMALL LOT).
05/19/21	The City Council voted to hold this request in abeyance to the 06/02/21 City Council meeting.
06/02/21	The City Council voted to hold this request in abeyance to the 06/16/21 City Council meeting.
06/16/21	The City Council voted to hold this request in abeyance to the 07/21/21 City Council meeting.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/21/21	The City Council voted to hold this request in abeyance to the 8/4/21 City Council meeting.
08/4/21	The City Council voted to hold this request in abeyance to the 9/1/21 City Council meeting.

Most Recent Change of Ownership	
01/2011	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no related building permits or business licenses associated with the subject site.

Pre-Application Meeting	
11/30/20	A submittal checklist for a General Plan Amendment and Rezoning application was provided to the applicant.

Neighborhood Meeting	
03/22/21	Date: Monday, March 22, 2021 Start Time: 5:30 p.m. End Time: 6:10 p.m. <u>Attendees</u>: One representative for the applicant; One representative from the Planning Department; and Two neighbors, one in person, one online via WebEx. The neighbor who attended in person indicated he was the president of his Homeowners Association (HOA) and that the neighborhood he represented was not in support of the proposal. <u>Meeting Results</u>: The applicant's representative gave a presentation of the proposed general Plan Amendment and Rezoning and outlined the densities allowed by the proposal. A map of a residential subdivision depicting 284-lots was presented as a possible layout for a future residential subdivision, but was noted to not be part of the application at this time.

Neighborhood Meeting	
03/22/21	The neighbors in attendance inquired about how access to the site would be gained, for both vehicles and utilities. Which the applicant's representative indicated an access easement would have to be granted by the federal government in order for development to occur. The neighbors are in support of the federal government doing a land swap and preserving the subject site as undeveloped and possibly making it part of the Tule Springs Fossil Beds National Monument. The neighbors did not want to have that many homes built in the area, and especially that close to a national monument. The neighbors wanted the area preserved and low densities maintained. The neighbors inquired about the home sizes and whether or not a three-story would be constructed. The applicant's representative indicated the proposed zoning would only allow a maximum of two-stories, which staff from the Planning Department confirmed. At the conclusion of the meeting the neighbors indicated they are not in support of the proposal and felt it was too dense for the area.

Field Check	
03/05/21	Staff observed the approximate area of the undeveloped subject site during a routine field check and noted there is no access (roadway) to the subject site.

Details of Application Request	
Site Area	
Gross Acres	44.52

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	PCD (Planned Community Development)	R-E (Residence Estates)

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
North	Clark County Flood Channel	Clark County Flood Channel	Clark County Flood Channel
South	Tule Springs Fossil Beds National Monument	PR-OS (Parks/Recreation/Open Space)	R-E (Residence Estates)
East	Tule Springs Fossil Beds National Monument	PR-OS (Parks/Recreation/Open Space)	C-V (Civic)
West	Tule Springs Fossil Beds National Monument	PR-OS (Parks/Recreation/Open Space)	R-E (Residence Estates)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
No Applicable Special Area or Overlay Districts	N/A
Other Plans or Special Requirements	***Compliance***
Trails – Multi-Use Non-Equestrian Trail	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

Existing General Plan	***Permitted Density***	***Units Allowed***
PCD (Planned Community Development)	2 – 8 du/gross acre	89.04 – 356.16
Proposed General Plan	***Permitted Density***	***Units Allowed***
ML (Medium Low Density Residential)	5.6 – 8 du/gross acre	249.31 – 356.16
Existing Zoning	***Permitted Density***	***Units Allowed***
R-E (Residence Estates)	18,000 SF Minimum Lot Size	107.74
Proposed Zoning	***Permitted Density***	***Units Allowed***
R-SL (Single Family Small Lot Residential)	4,500 SF Minimum Lot Size	430.95

NE

Las Vegas Valley Water District (LVVWD) Comments:
This property is currently not served by LVVWD. Civil and plumbing plans will need to be submitted to LVVWD for domestic meter sizing and fire flow availability. The proposed single-family development must be individually metered for all lots and public water dedicated in public or private streets. Two sources of water are required for this development. To comply with District Service Rules the development will be required submit a hydraulic analysis for approval and address the point of connection sources. In addition, there are no water facilities adjacent to this parcel, a meeting with LVVWD will be required to discuss infrastructure in order to serve.

Proposed 284 Single-Family Lots:					
Student Yield		**Elementary School**		**Middle School**	**High School**
Single-Family Units (284)		284 x 0.166		284 x 0.093	284 x 0.131
Total Additional Students		47		26	37
Schools Serving the Area:					
Name	**Address**	**Grade**	**Capacity**	**Enrollment**	**Site Date**
O'Roarke Elementary School	8455 O'Hare Road	Kindergarten - 5th Grade	727 Students	749 Students	03/21/21
Cadwallader Junior High School	7775 Elkhorn Road	6th – 8th Grade	1,564 Students	1,414 Students	03/21/21
Arbor View High School	7500 Whispering Sands Drive	9th - 12th Grade	2,524 Students	3,229 Students	03/21/21

O'Roarke Elementary School and Arbor View High School are over capacity for the 2020-2021 school year. O'Roarke Elementary School is at 103.03% and Arbor View High School is at 127.93% of program capacity.

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) GPA and Zone Change

Project Address (Location) Moccasin Road and Rainbow Road

Project Name Moccasin Development **Proposed Use** Single Family Residential

Assessor's Parcel #(s) 125-03-501-001 **Ward #** 6

General Plan: Existing P-CD Proposed ML **Zoning:** Existing R-E Proposed R-SL

Additional Information Request for the review of a General Plan Amendment and Zone Change to allow for future residential development.

Property Owner C-SWDE348, LLC Contact Laura Lychock

Address 3041 West Horizon Ridge Parkway, #155 City Henderson State NV Zip 89052

E-mail llychock@claytonmortgageandinvestment.com Phone 702-739-9100

Applicant C-SWDE348, LLC Contact Laura Lychock

Address 3041 West Horizon Ridge Parkway, #155 City Henderson State NV Zip 89052

E-mail llychock@claytonmortgageandinvestment.com Phone 702-739-9100

Representative Kaempfer Crowell Contact Bob Gronauer

Address 1980 Festival Plaza Drive, Suite 650 City Las Vegas State NV Zip 89135

E-mail RJG@kcnvlaw.com Phone 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature Laura C. Lychock, Manager

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name LAURA C. LYCHOCK

Subscribed and sworn before me

This 5 day of November 20 20

Notary Public in and for said County and State

MARY E. KNUTSEN
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 08-02-22
Certificate No: 02-77950-1

20-0344
11/20/2020

20-0344-GPA1 AND 20-0344-ZON1 - APPLICANT/OWNER: SWDE348, LLC
WEST SIDE OF THE RAINBOW BOULEVARD ALIGNMENT, NORTH OF HORSE DRIVE

03/05/2021

KAEMPFER CROWELL
ATTORNEYS AT LAW

LAS VEGAS OFFICE

BOB GRONAUER
rgronauer@kcnvlaw.com
702.792.7052

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1980 Festival Plaza Drive
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Fax: 702.796.7181

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Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

January 19, 2021

CITY OF LAS VEGAS PLANNING AND ZONING
333 North Rancho Drive
Third Floor
Las Vegas, Nevada 89106

Re: Pre-Application Justification Letter – General Plan Amendment and Zone Change
C-SWDE348, LLC
APN: 125-03-501-001

To Whom It May Concern:

This firm represents C-SWDE348, LLC, (the "Applicant") in the above referenced matter. The proposed project is located on 44.52 acres on Rainbow Boulevard, east of Buffalo Drive (the "Property"). The Property is more particularly described as Assessor's Parcel Number 125-03-501-001. The Property is zoned Residence Estates District (R-E) with a general plan of Planned Community Residential (PCD). The Applicant is requesting a general plan amendment to Medium Low (ML) and a zone change to Residential Small Lot (R-SL) to allow for a two hundred eighty four (284) lot single family residential subdivision.

Per the City of Las Vegas Development Code, ML allows for up to 8.49 units per acre. The proposed project will have a density of approximately 6.50 units per acre. The minimum lot size required within R-SL developments is 4,500 square feet. Lot sizes for the proposed project will range from 4,500 square feet to 10,743 square feet. Setback requirements within R-SL developments include 1) Front setback of 15 feet (20 feet to garage); 2) side setbacks of 5 feet; 3) corner side setbacks of 15 feet; and 4) rear year setbacks of 15 feet. The project will meet or exceed all required setbacks. Access to the Property will be provided by two points along Moccasin Drive.

The nearest existing single family development is located over 4,000 feet from the Property and will therefore not create any negative impacts on the surrounding properties.

20-0344
01/20/2021

Thank you in advance for your consideration. Please do not hesitate to let me know if you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

Bob Gronauer

20-0344
01/20/2021

CCSD

Real Property Management
1180 Military Tribute Place
Henderson, NV 89074

School Development Tracking Form

http://facilities.ccsd.net/departments/real-property-management/

Date Filed 03/10/2021 **Application Number** 20-0344-ZON1 **Entity** LV

Company Name Kaempfer Crowell

Contact Name

Contact Mailing Address

City **State** **Zip Code**

Phone (702) 792-7000 **Mobile** **Fax** **Email**

Project Name Moccasin Development

Project Description 284 Single-family lots

APN's 125-03-501-001

Student Yield		Elementary School		Middle School		High School	
Single-Family Units (1)	284	x 0.166=	47	x 0.093 =	26	x 0.131 =	37
Multi-Family Units (2)		x 0.139 =	0	x 0.065 =	0	x 0.074 =	0
Resort Condo Units (3)							
Total			47		26		37

(1) *Single Family unit is defined as single family detached home, mobile home, and townhouse.*
(2) *Multi-Family unit is defined as apartment, multiplexes, and condominiums.*
(3) *Resort Condominium units for tracking purposes only.*

** To be completed by CCSD*

Schools Serving the Area*

Name	Address	Grade	Capacity	Enrollment	Site Date
O'Roarke ES	8455 O'Hare Rd	K-5	727	749	3/1/2021
Cadwallader MS	7775 Elkhorn Rd	6-8	1564	1414	3/1/2021
Arbor View HS	7500 Whispering Sands Dr	9-12	2524	3229	3/1/2021

*** CCSD Comments** O'Roarke ES and Arbor View HS are over capacity for the 2020-2021 school year. O'Roarke ES is at 103.03% and Arbor View HS is at 127.93% of program capacity.

☐ Approved ☐ Disapproved

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2021 MAY 19 P 12:32

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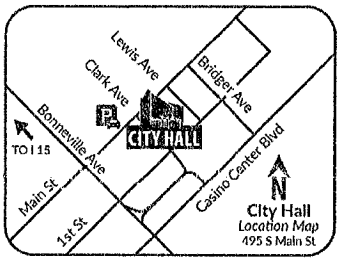


If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Office Of The City Clerk at the address listed above or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510512004
EVANNS DANNY MARK & KIMBERLEY ANNE
6824 WOODLAND VASE CT
LAS VEGAS NV 89131

35 BRDGNP1 89131

Application Information

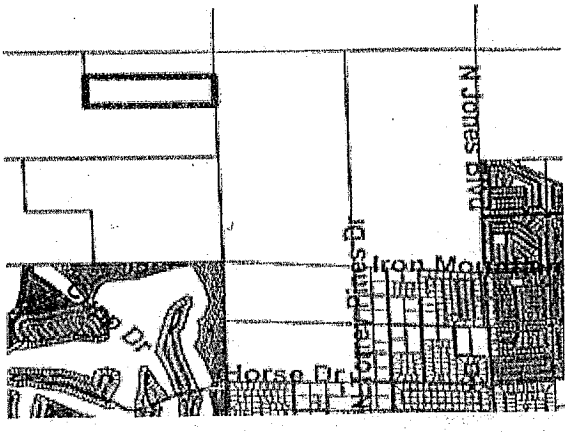
20-0344 - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission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

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

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

We don't need more housing. Schools already maxed classroom attendance and there's shortage of teachers. The natural open space and wildlife will be impacted. Water shortage in Nevada is a significant concern. There are already new housing developments in and around surrounding area.

Application Location



The proposed project may not pertain to the entire highlighte project site.

Public Hearing Information

Meeting:	City Council
Date:	05/19/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda post will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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2021 MAY 19 P 12:32

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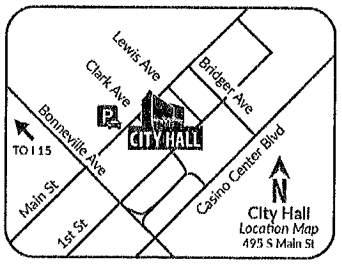

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510512071
CONSOLI LEONORA MAY
8845 SHERWOOD PARK DR
LAS VEGAS NV 89131

35 BROMP1 89131

KAEMPFER CROWELL
ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

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ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

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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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2021 AUG 31 P 12:21

August 3, 2021

VIA FACSIMILE
702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Hold – SWDE348, LLC
20-0344-GPA1 & ZON1 - Item No. 42 (a & b)

Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on September 1, 2021 and we respectfully request that they be held in abeyance for an additional 90 days or until the **December 1, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

BOB Gronauer

Robert J. Gronauer

RJG/mlt

Submitted after final agenda
Items 42a-42b

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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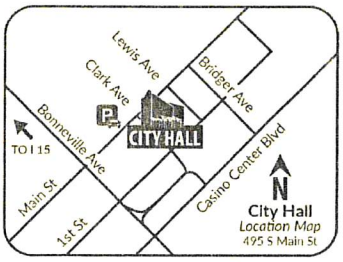

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510117001
GUIZAR RUBEN & LETICIA
9609 QUEEN CHARLOTTE DR
LAS VEGAS NV 89145

59 BRDGNP1 89145

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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Permit No. 1630

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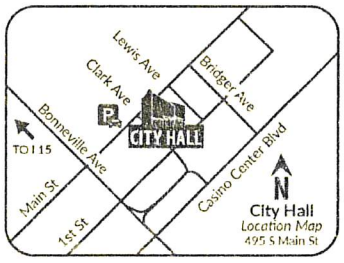
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510115064
GOLDSTEIN TRUST
GOLDSTEIN STUART & ANNEMARIE TRS
1010 RANCH RD
MOSCOW ID 83843-7484

Submitted after final agenda
57a-57b

140 BRDGNP1 83843

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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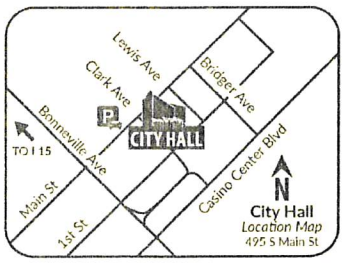
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510115055
GOLDSTEIN TRUST
GOLDSTEIN STUART & ANNEMARIE TRS
1010 RANCH RD
MOSCOW ID 83843-7484

140 BRDGNP1 83843

Application Information

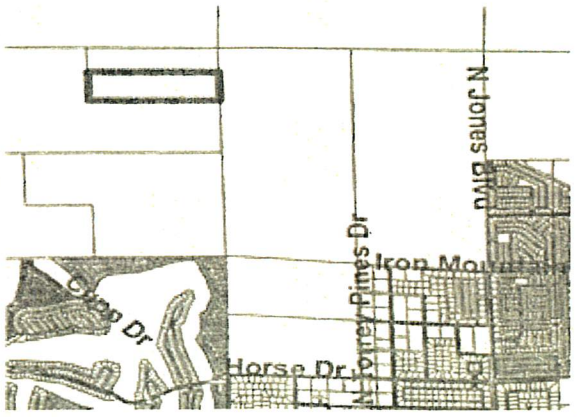
20-0344 - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission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

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

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

Strongly Oppose!
Thank you.

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	05/19/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Due to Covid-19 and the State of Emergency which has been declared, any and all persons are encouraged to send comments and written objections electronically prior to the meeting by mailing to the City Clerk, 2nd Floor, City Hall, 495 S. Main Street, Las Vegas, 89101, by fax to (702)382-4803 or e-mail to meetingcomments@lasvegasnevada.gov. E-mail subjects must contain the meeting name, date and item number to be read. Online comments can be submitted during the meeting from the City's website at www.lasvegasnevada.gov/councilcomment. For more information, go to www.lasvegasnevada.gov/meetings (TTY 7-1-1). **Note that comments received after an agenda posts will not be reflected online until after the meeting; however, comments are made available to the members of the governing body for their consideration prior to the meeting.**

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

requests for development to the land North of Silverstone Ranch that encroach and take away silverstone ranch scenary of mountain views, The city needs to first concentrate on enforcement of: Silverstone Ranch Golf courseowner collection of fines, and c'eanup and beautification of silverstone Ranch Golf course and stop the illegal racing, speeding, drugs, crime, destruction of property, fires, tresspassing, and vagrants Camping outon Silverstone Ranch Golf Course Property and underground water and sewer tunnels.

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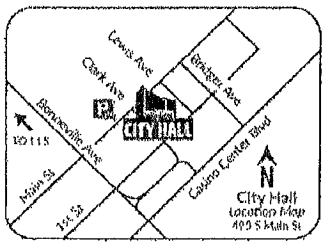

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of **05/19/2021**

20-0344
12510113001
HALBY AARON W
7237 BOCAIRE DR
LAS VEGAS NV 89131

89 8PRCMP1 8131

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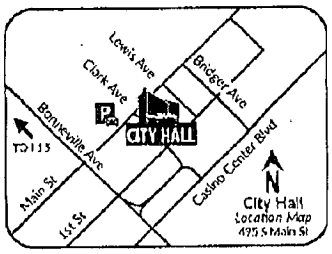

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12504612066
MENDOZA ERNIE E JR & MISTY L
7910 BEAVER MOUNTAIN AVE
LAS VEGAS NV 89131-1556

35 BRDGNP1 89131

City of Las Vegas
Office of The City Clerk
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Las Vegas, Nevada 89101

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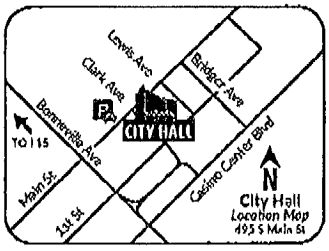

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510113051
B L B NEVADA TRUST
BURR BLAKE A & LORI A TRS
10709 FAIRFIELD AVE
LAS VEGAS NV 89131

for development to the land NORTH OF Silverstone Ranch that takeaway mountain views, and The city needs to first concentrate on enforcement of: silverstone Ranch Golf course owner collection of fines, clean up, and beautification of Silverstone Ranch Golf course, Stop the speeding, crime, destruction, fires, and vagrants residing on Silverstone Ranch Golf course property,

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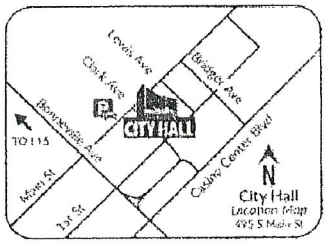

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510113020
HALBY FAMILY TRUST 1996
HALBY DANIEL W & COLLEEN M TRS
3104 SONIA DR
LAS VEGAS NV 89107-3246

127 89107

2021 MAY 11 A 8:10
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for development to the land North of silverstone Ranch that take away and encroach on silverstone Ranch scenary of mountain views, The city needs to first concentrate on enforcement of silverstone Ranch Golf course owner collection of fines and clean up and beautification of Silverstone Ranch Golf Course, stop the speeding, crime, destruction of silverstone property, stop the fires and stop the vagrants camping out on silverstone Ranch Golf course property.

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Las Vegas, Nevada 89101

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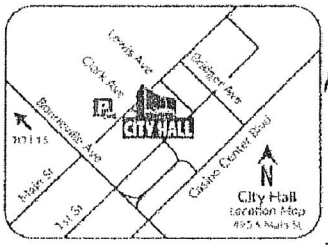

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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20-0344 and 20-0344-GPA1 and 20-0344-ZON1

City Council Meeting of **05/19/2021**

20-0344
12510511023
HALBY AARON W
3104 SONIA DR
LAS VEGAS NV 89107-3246

127 89107

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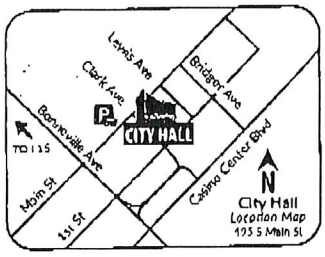

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510511063
PEARSON CATHALINE
7164 CRESCENTVILLE AVE
LAS VEGAS NV 89131

89 89084 89131

May. 14. 2021 7:39AM No. 2583 P. 2/2

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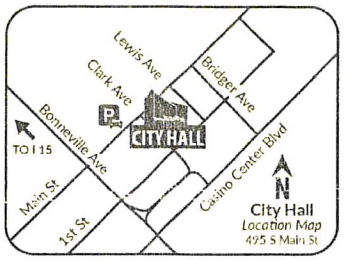

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12504611021
LAPINS RICHARD & SUSAN A
8021 CANYONS PARK AVE
LAS VEGAS NV 89131-1551

35 BRDGNP1 89131

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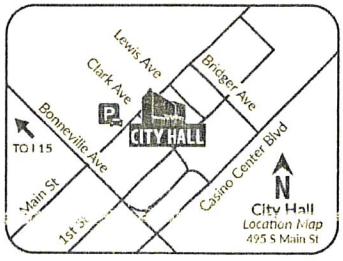

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20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510511052
SCOTT BURTON ALFRED
ALICATA-SCOTT SHERYL ANN
8912 EL DIABLO ST
LAS VEGAS NV 89131-1737

35 BRDGNP1 89131

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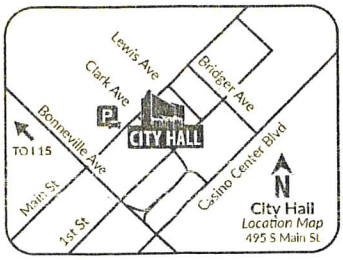

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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City Council Meeting of **05/19/2021**

20-0344
12510115045
WILSON DANIEL & JEANINE
8912 REGATTA BAY PL
LAS VEGAS NV 89131-1782

35 BRDGNP1 89131

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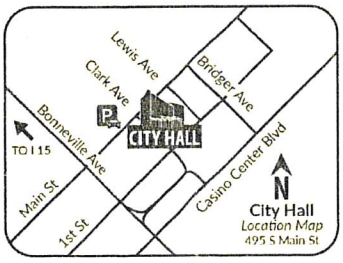

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510115120
PALUMBO FANNY & ANIBAL
7336 QUAIL HEIGHTS AVE
LAS VEGAS NV 89131

35 BRDGNP1 89131

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Las Vegas, Nevada 89101

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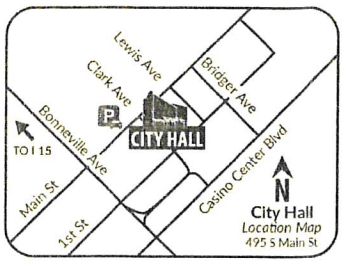

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

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City Council Meeting of **05/19/2021**

20-0344
12510115067
DILLON KATHLEEN
8901 BRIAR BAY DR
LAS VEGAS NV 89131

35 BRDGNP1 89131

Application Information

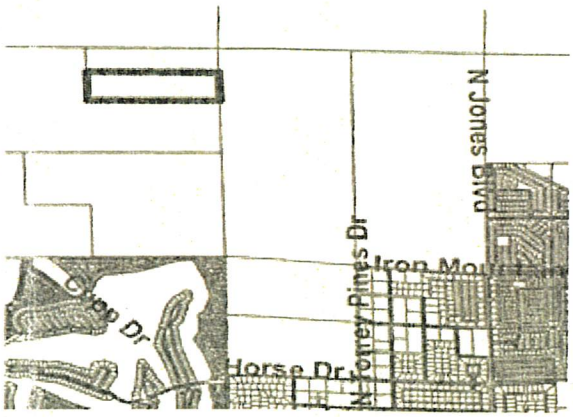
20-0344 - PUBLIC HEARING - APPLICANT/OWNER: SWDE348, LLC - For possible action on the following Land Use Entitlement project requests on 44.52 acres on the west side of the Rainbow Boulevard alignment, approximately 6,900 feet north of Horse Drive (APN 125-03-501-001), Ward 6 (Fiore). The Planning Commission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

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

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

Too Much Traffic
Need Open Space

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	05/19/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time	9:30 a.m.

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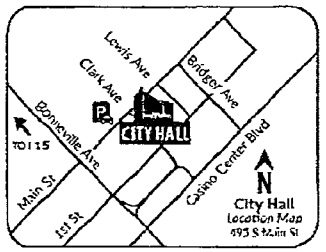

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

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20-0344
12504612004
REUBEN DANIEL ELLIOT & RACHEL V
10308 CLARKS CREEK ST
LAS VEGAS NV 89131-1555

3E B#DCNP1 89131

57ab

Stacey Campbell

From: L. Consoli <lconsoli@gmail.com>
Sent: Saturday, May 15, 2021 6:45 PM
To: Meeting Comments
Subject: Council Meeting of 05/19/2021 20-0344 20-0344-GPA1 20-0344-ZON1

CAUTION: This email originated from an **External Source**. Please **use caution** before opening attachments, clicking links, or responding to this email. **Do not sign-in with your City of Las Vegas account credentials.**

I oppose this request. No new residential housing should be developed in that area. The land should remain as an open undeveloped land. It will take away the beautiful nature surroundings and impact the wildlife. More housing will impact existing residential areas with more traffic and increase the already crowded school class rooms. We have an ongoing teacher shortage. There are way too many housing developments in construction nearby and surrounding areas and we do not need more that might not be sold/populated. There is also a concern of another housing crash. There are homes that are in foreclosure due to the effects of the pandemic which would increase the availability of houses for sale. Another concern is the continuing water shortage. Lake Mead has about 8 years of water supply before it reaches the critical water shortage phase.

All new developments in this area should not be approved.

Sincerely,
Leonora May Consoli
8845 Sherwood Park Dr
Las Vegas, NV 89131

Submitted at City Council
Date 5/19/21 Item 57a-57b
By: e-comment

KAEMPFER CROWELL

ATTORNEYS AT LAW

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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June 1, 2021

VIA FACSIMILE
702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Hold – SWDE348, LLC
(20-0344-GPA1 & ZON1) Item No. 47(a & b)

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on June 2, 2021 and we respectfully request that they be held for 2 weeks until the **June 16, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

Robert J. Gronauer

RJG/mlt

Submitted after final agenda
Date 6/1/21 Item 47 (a-b)

City of Las Vegas
Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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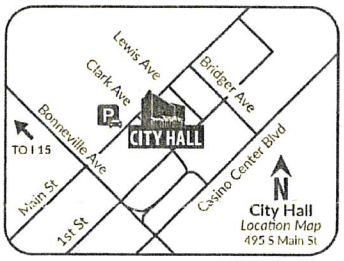

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510511035
MA DAVID & CINDY
3106 SCOTT DR
ROCK SPRINGS WY 82901

22 BRDGNP1 82901

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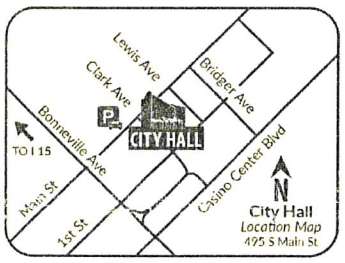

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20-0344 and 20-0344-GPA1 and 20-0344-ZON1
City Council Meeting of **05/19/2021**

20-0344
12510115109
MA DAVID & CINDY
3106 SCOTT DR
ROCK SPRINGS WY 82901-4312

Submitted after final agenda
Date 6/2/21 Item 47 (ar6)

22 BRDGNP1 82901

KAEMPFER CROWELL

ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

LAS VEGAS OFFICE

ROBERT J. GRONAUER
rgronauer@kcnvlaw.com
702.792.7000

LAS VEGAS OFFICE
1980 Festival Plaza Drive
Suite 650
Las Vegas, NV 89135
Tel: 702.792.7000
Fax: 702.796.7181

RENO OFFICE
50 West Liberty Street
Suite 700
Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

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2021 JUN 15 P 4:49

June 15, 2021

VIA FACSIMILE
702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Hold – SWDE348, LLC
20-0344-GPA1 & ZON1 - Item No. 56(a & b)

Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on June 16, 2021 and we respectfully request that they be held in abeyance for 30 days or until the **July 21, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

BOB Gronauer

Robert J. Gronauer

RJG/mlt

Submitted after final agenda
items 56a-56b

2681072.1

18178.1

KAEMPFER CROWELL

ATTORNEYS AT LAW

KAEMPFER CROWELL RENSHAW GRONAUER & FIORENTINO

LAS VEGAS OFFICE

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July 20, 2021

VIA FACSIMILE
702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Hold – SWDE348, LLC
20-0344-GPA1 & ZON1 - Item No. 63(a & b)

Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on July 21, 2021 and we respectfully request that they be held in abeyance for 2 weeks or until the **August 4, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

BOB Gronauer

Robert J. Gronauer

RJG/mlt

Submitted after final agenda

Items 63a-63b

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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2021 AUG -3 P 4:14

August 3, 2021

VIA FACSIMILE
702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Hold – SWDE348, LLC
20-0344-GPA1 & ZON1 - Item No. 31(a & b)

Dear Ms. Holmes:

As you know, this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on August 4, 2021 and we respectfully request that they be held in abeyance for an additional 30 days or until the **September 1, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

BOB Gronauer

Robert J. Gronauer

RJG/mlt

Submitted after final agenda

Date 8/3/21 Item 31 (a & b)

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

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Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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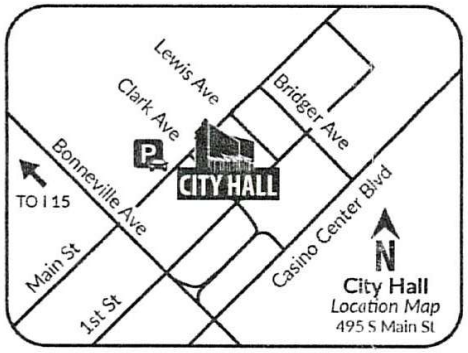
City of Las Vegas



City Council - Page 356

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
Planning Commission Meeting of **04/13/2021**

20-0344
12504612044
TUCKERMAN CATHERINE ELIZABETH
LIVING TRUST
TUCKERMAN CATHERINE ELIZABETH
TRS
10242 CHESTNUT SWEET ST
LAS VEGAS NV 89131-1562

35 BRDFNP1 89131

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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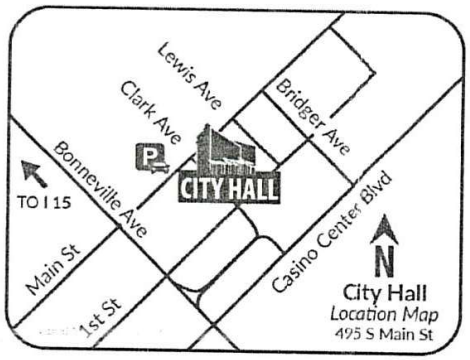

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City of Las Vegas

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of **04/13/2021**

20-0344
12510511040
AGUILAR ZAIDA L
2296 MOORTOWN DR
TUSTIN RANCH CA 92782-1101

108 BRDFMP1 92782

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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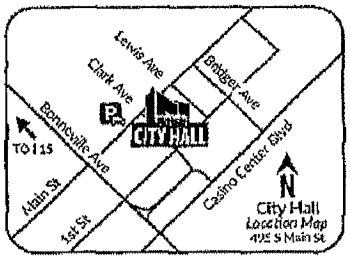

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
Planning Commission Meeting of **04/13/2021**

RECEIVED
APR 06 2021
Dept of Planning
City of Las Vegas

20-0344
12504612066
MENDOZA ERNIE E JR & MISTY L
7910 BEAVER MOUNTAIN AVE
LAS VEGAS NV 89131-1556

35 BRDFNP1 89131

29 P
(a-b)

Form Name:	Planning Application Comments 2021
Submission Time:	April 12, 2021 3:19 pm
Browser:	Chrome 88.0.4324.150 / OS X
IP Address:	98.164.178.86
Unique ID:	791411456
Location:	36.111301422119, -115.27909851074

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Kathy Thompson
Residential or Business Address	6560 RACEL ST LAS VEGAS, NV 89131
Phone	(951) 283-1512
Email	realtorcat88@yahoo.com
Comments	We STRONGLY oppose a new development of tract homes with SMALL lots in the heart of an area that was designated as horse property with a minimum of 1/2 acre lots. As equestrians, we are finding it more and more difficult to house our beloved horses and ride them as well. This builder should not be allowed to build anything smaller than 1/2 acre and single-story only. Can we just have this TINY spot in Las Vegas for a community for horse lovers? Please do not allow this. Thank You, Clif Smith and Kathy Thompson

Submitted at Planning Commission

Date 4/13/2021 Item 29 (a-b)

E-comments

Form Name:	Planning Application Comments 2021
Submission Time:	April 6, 2021 6:10 pm
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.153.41
Unique ID:	788958894
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Leonora May Consoli
Residential or Business Address	8845 Sherwood Park Dr Las Vegas, NV 89131
Phone	(408) 398-9036
Email	lconsoli@gmail.com
Comments	There are too many new housing projects around the area that have not sold. Due to Covid 19 closures and loss of jobs foreclosures on homes are imminent. People cannot not afford to buy homes. New housing will impact the traffic and wildlife. Another concern is the impact on the water shortage due to drought (climate change) and increase housing. Parks are needed more than new housing.

Form Name:	Planning Application Comments 2021
Submission Time:	April 10, 2021 12:09 pm
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.155.3
Unique ID:	790605437
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Harriet Urlaub
Residential or Business Address	7144 Crescentville Avenue Las Vegas, NV 89131
Phone	(702) 485-1323
Email	dmu7@cox.net
Comments	Development will have a negative impact on the Tule Springs Fossil Beds National Monument.

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 10:23 am
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	169.241.60.89
Unique ID:	791817808
Location:	36.174999237061, -115.13719940186

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	K. Lenise Dudman
Residential or Business Address	7160 Crescentville Ave. Las Vegas, NV 89131
Phone	(702) 241-6617
Email	lenisedudman@cox.net
Comments	I am NOT in favor of this land being changed from community development to residential.

Form Name:	Planning Application Comments 2021
Submission Time:	April 11, 2021 5:51 pm
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.153.143
Unique ID:	790925272
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	kimberley evanns
Residential or Business Address	6824 woodland vase ct. las vegas, NV 89131
Phone	(760) 625-6234
Email	gvkimmer@yahoo.com
Comments	We have way to many homes that are built on top of each other. We do not need more. Please do not allow this change.

Form Name:	Planning Application Comments 2021
Submission Time:	April 12, 2021 8:33 am
Browser:	Chrome 89.0.4389.114 / Windows
IP Address:	72.207.153.143
Unique ID:	791194400
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	danny evanns
Residential or Business Address	6824 woodland vase ct. las vegas, NV 89131
Phone	(310) 508-0044
Email	linedisc@yahoo.com

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 10:55 am
Browser:	Mozilla rv:11.0 / Windows
IP Address:	71.222.86.56
Unique ID:	791835287
Location:	36.111301422119, -115.27909851074

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Richard Johnston
Residential or Business Address	8941 Sherwood Park Drive Las Vegas, NV 89131

CAUTION: This email originated from an External Source. Please use caution before opening attachments, clicking links, or responding to this email. Do not sign in with your City of Las Vegas account credentials.

We are the homeowners @ 8912 El Diablo St. 89131 and would like to oppose this Request.

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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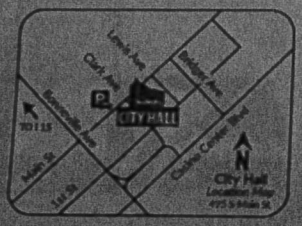

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of 04/13/2021

20-0344
12510511052
SCOTT BURTON ALFRED
ALICATA-SCOTT SHERYL ANN
8912 EL DIABLO ST
LAS VEGAS NV 89131-1737

35 BRDFNP1 89131

Sent from my iPad

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 4:13 pm
Browser:	Firefox 87.0 / Windows
IP Address:	72.207.154.213
Unique ID:	791976861
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Bryan Wetherell
Residential or Business Address	8607 Kennedy Heights Court Las Vegas, NV 89131
Phone	(916) 502-1103
Email	wbwetherell@gmail.com

Submitted at Planning Commission

Date: 4/13/2021 Item 29

29

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 7:15 pm
Browser:	Firefox 87.0 / OS X
IP Address:	72.207.153.238
Unique ID:	792208840
Location:	37.750999450684, -97.821998596191

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Qaasim Harris
Residential or Business Address	6809 Woodland Vase Ct Las Vegas, NV 89131
Phone	(702) 469-2797
Email	iron450@cox.net

Form Name:	Planning Application Comments 2021
Submission Time:	April 13, 2021 5:33 pm
Browser:	Chrome Mobile 89.0.4389.105 / Android
IP Address:	107.77.228.50
Unique ID:	792178952
Location:	34.231300354004, -118.14859771729

Meeting Date	Tuesday, April 13, 2021
Project Number	20-0344
Position	I OPPOSE the project and all related applications.
Name	Kelli Young
Residential or Business Address	8122 Bear Clan Court Apt, suite, floor, etc. Las Vegas, NV 89131
Phone	(708) 205-5144
Comments	I do not support the smaller housing space. It does not give family to live with privacy.

Las Vegas is Turning into California. all the land developers buying up all the land! SAVE our open Desert!

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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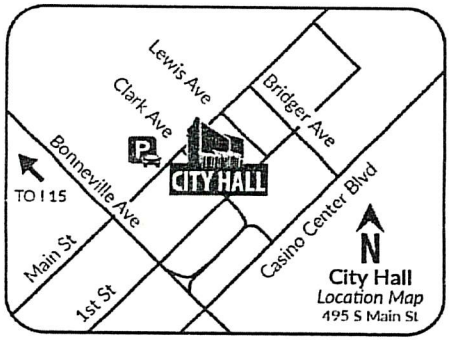

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1
Planning Commission Meeting of **04/13/2021**

20-0344
12510511041
LONG AND WINDING ROAD TRUST
KOSS TIMOTHY S & ANITA M TRS
7036 BOCAIRE DR
LAS VEGAS NV 89131-1731

35 BRDFNP1 89131

City Council - Page 370
Agenda Item #29a-b
PROTEST
04.13.21 PC
Submitted after final agenda

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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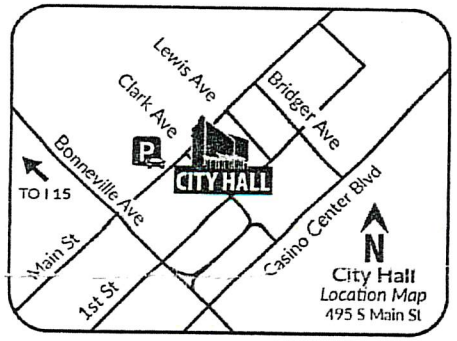

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of **04/13/2021**

20-0344
12510515010
WILLIAMS DONNA & MICHAEL
8814 KILLIANS GREEN DR
LAS VEGAS NV 89131-6706

35 BROFNP1 89131

City Council - Page 370

Agenda Item #29a-b
PROTEST
04.13.21 PC

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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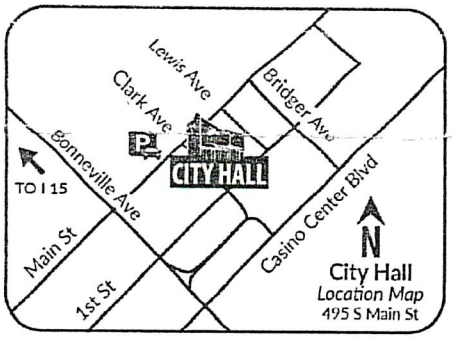
Dept of Planning
City of Las Vegas



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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

20-0344 and 20-0344-GPA1 and 20-0344-ZON1

Planning Commission Meeting of **04/13/2021**

20-0344
12510511036
MONTOYA LEE & LINDA
8832 COLLIERS CT
LAS VEGAS NV 89131

We oppose

35 BRDFNP1 89131

City Council - Page 362

Agenda Item #29a-b
PROTEST
04.13.21 PC

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
42a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	1
City Council Meeting	19	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommends DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
42b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	1
City Council Meeting	19	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
43

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

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

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	1	Planning Commission Mtg.	0
City Council Meeting	1	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Appeal Documentation
2. Location and Aerial Maps
3. Conditions and Staff Report
4. Supporting Documentation
5. Photo(s)
6. Justification Letter
7. Submitted after Final Agenda – Withdrawal Request Letter Submitted by Marc Andre Bolduc
8. Backup Submitted from the July 21, 2021 City Council Meeting
9. Backup Submitted for the June 8, 2021 Planning Commission Meeting

LAS VEGAS CITY COUNCIL

CAROLYN G. GOODMAN
Mayor

STAVROS S. ANTHONY
Mayor Pro Tem

MICHELE FIORE
CEDRIC CREAR
BRIAN KNUDSEN
VICTORIA SEAMAN
OLIVIA DIAZ

JORGE CERVANTES
City Manager

OFFICE OF THE
CITY CLERK

LUANN D. HOLMES
CITY CLERK

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

cityoflasvegas
lasvegasnevada.gov

June 21, 2021

Mr. Marc Andre Bolduc, P.E.
Durango MB Partners LLC
11411 Southern Highlands Parkway #300
Las Vegas, Nevada 89141

RE: Planning Commission Appeal Confirmation
21-0230-SUP1 and 21-0230-SDR1

Dear Mr. Bolduc:

The City of Las Vegas has received your request for appeal to the Planning Commission decision on June 8, 2021. The notification fee of $1,000 ($500 per application for 21-0230-SUP1 and 21-0230-SDR1) has been collected, and the items are scheduled to be heard at the July 21, 2021 City Council Meeting. You will also receive a postcard confirming this date.

Please contact the City Clerk's Office at 702-229-6311 or the Planning Department at 702-229-6301 in the event you have any questions.

Sincerely,

Stacey L Campbell

for **LUANN D. HOLMES, MMC**
City Clerk

/cl

cc: Planning Department

Mr. Lenny Badger
Northwest 95, LLC
1635 Village Center Circle, Ste. 100
Las Vegas, Nevada 89134

Mr. Jon Williams
SAFStor Real Estate Co, LLC
444 Seabreeze Blvd., Ste. 840
Daytona, FL 32118

Mr. Tony Celeste
Kaempfer Crowell
1980 Festival Plaza Drive, Ste. 650
Las Vegas, Nevada 89135

June 17, 2021

RE: APPEAL of Project 21-0230 SUP and SDR for Mini Storage at Oso Blanco and Durango

(APN 125-17-703-001)

To Whom It May Concern:

This letter is written to Appeal the Subject Mini Storage Project (21-0230) recently approved by the City of Las Vegas. A copy of the 13-page application packet for 21-0230 is attached with this letter. We were not noticed of the Subject Project and the pending Special Use Permit (SUP) and Site Development Review (SDR) and only became aware of the proposal after the hearing.

The Subject Project (21-0230) appears to restrict or limit the access to APN 125-17-703-002 from Oso Blanco. We own APN 125-17-703-002 and have in place cross access easements as well as utility easements. Not only does the mini storage restrict access to our property it also may also affect our utilities.

Please Appeal 21-0230 and inform us of the process and timing of the Appeal. If you have any questions or need any additional information, please call me at 702-210-5840.

Thank you.

Marc Andre Bolduc, P.E.
Manager, Durango MB Partners LLC

RECEIVED
CITY CLERK
2021 JUN 17 P 3:59

Durango MB Partners, LLC
11411 Southern Highlands Parkway #300
Las Vegas, NV 89141

CITY OF LAS VEGAS

INTER-OFFICE MEMORANDUM

Date
6/17/2021

TO:	FROM:
DEPARTMENT OF PLANNING	CITY CLERK
SUBJECT:	**COPIES TO:**
APPEAL OR CITY COUNCIL REVIEW INFORMATION ON PLANNING COMMISSION ACTIONS	

This is to certify that the following action relative to the Planning Commission decision on the application of:

FILE NO.: **21-0230-SUP1 AND 21-0230-SDR1**

APPLICANT: APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC

WARD: **Ward 6 (Fiore)**

Appeal by applicant or any other aggrieved person: (Yes) No

Review requested by City Council: Yes (No)

6/17/2021
DATE

DEPUTY CITY CLERK

PLANNING AND DEVELOPMENT DEPARTMENT INFORMATION:

Date of Planning Commission Action — **June 8, 2021**

Last day for filing an appeal by applicant or any other aggrieved person. (Appeal period is 10 days after the date of the PC decision). — **June 21, 2021**

Last day for a review being requested by the City Council. (Review period is 10 days after the date of the PC decision.) — **June 21, 2021**

Set date: 7/7/2021
council date: 7/21/2021

CITY OF LAS VEGAS
DEPARTMENT OF FINANCE

Operator ID: BSOBANSKI
Transaction: 389147
Reference #: APPEAL FEE

Today's Date: 06/17/2021 4:29:53 PM
Posting Date: 06/17/2021

Account Description	Account Number		Amount Due
GENERAL FUND.Meeting Management.Miscellaneous Fees.Meeting Services	100000.04401.270100.C21000.000.000	$	1,000.00
	Total Amount Due	$	**1,000.00**

Method of Payment	Number	Authorization			Amount Paid
Visa/MC/ATM	0119	002390		$	1,000.00
			Tendered	$	**1,000.00**
			Change	$	**.00**

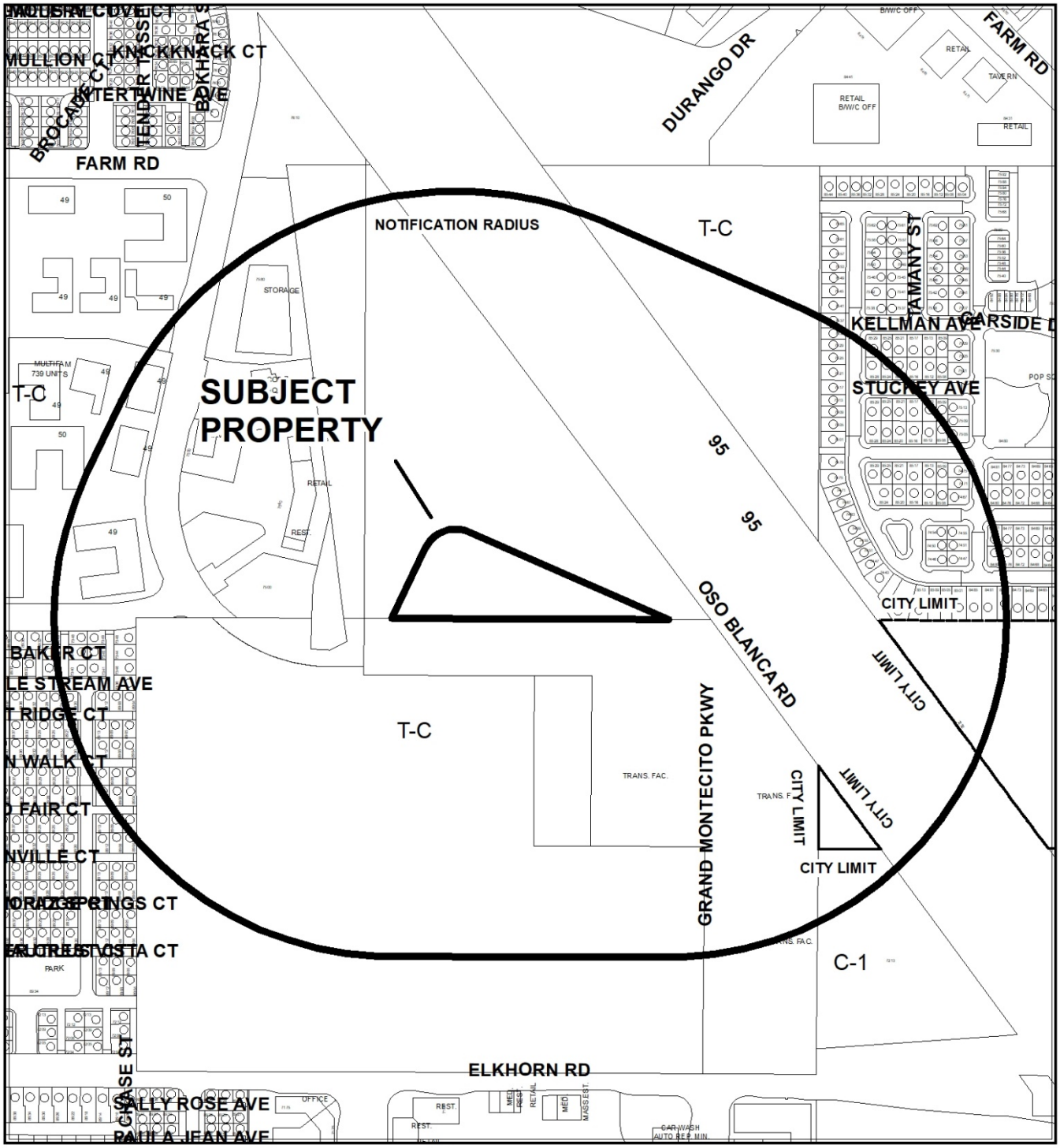
Customer Information:

MARC BOLDUC
DURANGO MB PARTNERS LLC

Comments:

APPEAL OF PROJECT 21-0230 SUP AND SDR
FOR MINI STORAGE AT OSO BLANCO AND
DURANGO (APN 125-17-703-001)

$500 SUP FEE
$500 SDR FEE
TOTAL PAID $1000



0 337.5 675 Feet

CASE: **21-0230**

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE [SC (SERVICE COMMERCIAL)\ TOWN CENTER SPECIAL LAND USE DESIGNATION]

N

0 337.5 675 Feet

CASE: 21-0230

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: T-C (TOWN CENTER) ZONE [SC (SERVICE COMMERCIAL)\ TOWN CENTER SPECIAL LAND USE DESIGNATION]

N

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0230-SUP1	Staff recommends APPROVAL, subject to conditions:	21-0230-SDR1
21-0230-SDR1	Staff recommends APPROVAL, subject to conditions:	21-0230-SUP1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 57

NOTICES MAILED 136 (By City Clerk)

PROTESTS 1

APPROVALS 0

CS

**** CONDITIONS ****

21-0230-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under Town Center Development Standards Manual for a Mini-Storage Facility use, except as amended by condition herein.

2. Approval of and conformance to the Conditions of Approval Site Development Plan Review (21-0230-SDR1) shall be required, if approved.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0230-SDR1 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for Special Use Permit (21-0230-SUP1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 04/15/21, except as amended by conditions herein.

4. A Waiver from the Town Center Development Standards Manual is hereby approved, to allow a three-story building where two stories is the maximum allowed.

5. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

6. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit.

7. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, which shall be permanently maintained in a satisfactory manner; the landscape plan shall include irrigation specifications. Installed landscaping shall not impede visibility of any traffic control device.

8. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

9. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

10. Access to this site shall be through Bureau of Land Management (BLM) Right-of-Way Grant N-73902A&B. The applicant shall obtain rights for utility service not provided through City of Las Vegas BLM grants or verify that separate grants exists prior to issuance of permits. BLM rights granted to the City of Las Vegas may only be used for the express purpose of such grants.

11. Contact the Regional Transportation Commission (RTC) [Brij Gulati - 702-676-1734] to coordinate construction of this site with RTC projects such as the proposed "Park and Ride" located between this site and Oso Blanca Road. Provide written proof of such coordination concurrent with submittal of any construction plans.

12. This site shall connect to the public sewer located at the intersection of Oso Blanca Road and Grand Montecito Parkway. Ensure the City of Las Vegas has legal access to both onsite and offsite public sewer lines.

13. Meet with the Fire Protection Engineering Section of the Department of Fire Services to discuss fire requirements for this Site Plan Prior to submittal of construction drawings for this site.

14. A Drainage Plan and Technical Drainage Study must be submitted to and approved by the Department of Public Works prior to the issuance of any building or grading permits or submittal of any construction drawings, whichever may occur first. Provide and improve all drainageways recommended in the approved drainage plan/study. The developer of this site shall be responsible to construct such neighborhood or local drainage facility improvements as are recommended by the City of Las Vegas Neighborhood Drainage Studies and approved Drainage Plan/Study concurrent with development of this site.

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a Site Development Plan Review and Special Use Permit request for a proposed Mini-Storage development generally located at the northeast corner of Oso Blanca Road and Durango Drive.

ISSUES

- A Mini-Storage Facility use is permitted in the T-C (Town Center) Zone [SC-TC (Service Commercial) Town Center Special Land Use Designation] with the approval of a Special Use Permit. Staff supports the request.
- A Waiver is requested to allow a three-story building where two stories is the maximum height allowed. Staff supports the request.

ANALYSIS

The subject undeveloped parcel is zoned T-C (Town Center) with an SC-TC (Service Commercial) Town Center Special Land Use Designation. The site abuts a US 95 off-ramp to the north and is accessed via a BLM Grant easement off Oso Blanca Road. Site development is subject to the Town Center Development Standards Manual (TCDSM). Where the TCDSM is silent (such as for perimeter landscape buffers), LVMC Title 19 applies. The applicant proposes to develop the site with a three-story, 101,850 square-foot, 794-unit Mini-Storage Facility.

The Town Center Development Standards Manual does not offer a definition for the Mini-Storage Facility use. Per Title 19, a Mini-Storage Facility use is defined as, “A facility with enclosed storage space, divided into separate compartments no larger than 500 square feet in size, which is provided for use by individuals to store personal items or by businesses to store materials for operation of a business establishment.” The proposed development adheres to this definition as 794 units are proposed to be offered ranging in size from 25 square feet to 300 square feet.

Mini-Storage Facility Minimum (TCDSM) Special Use Permit Requirements:

a) No more than one manager or security residence shall be permitted.
This requirement is met, as the floor plan depicts one security office on the first floor.

b) Within the Main Street District, all storage facilities shall be located above the ground floor and no outdoor storage of any kind shall be permitted.
This requirement is not applicable as the site is not located within the Main Street District.

c) No business shall be conducted from or within a mini-warehouse facility.
This requirement is met as no business is proposed to be conducted from or within a mini-warehouse facility.

d) Retail sales of stored items on the premises is prohibited.
This requirement is met as no retail sales of stored items on premise is proposed.

e) The commercial repair of motor vehicles, boats, trailers and other like vehicles shall be prohibited.
This requirement is met as no commercial repair of motor vehicles, boats, trailers or other like vehicles is proposed.

f) The operation of spray painting equipment, power tools, welding equipment or other similar equipment shall be prohibited.
This requirement is met as no operation of spray painting equipment, power tools, welding equipment or other similar equipment is proposed.

g) The production, fabrication or assembly of products shall be prohibited.
This requirement is met as no production, fabrication or assembly of products is proposed.

h) Within the Employment Center District, the rental of single unit trucks and small utility trailers shall be permitted as an accessory use to a mini-warehouse use, provided the business is conducted out of the same office as that of the mini-warehouse facility. No trucks or trailers shall be displayed in public view and the combined total of all trucks and trailers stored on the site shall not exceed a ratio of two trucks or trailers for each 100 storage units. On-site parking shall be provided for each rental vehicle in excess of the number required for the mini-warehouse complex.

This requirement is not applicable as the site is not located within the Employment Center District.

i) Within the Employment Center District, truck and trailer storage may be permitted when screened from the street and adjacent property by exterior walls.
This requirement is not applicable as the site is not located within the Employment Center District.

j) All storage shall be within an enclosed building except for the storage of recreational vehicles, which shall be completely screened from view from surrounding properties and abutting streets by exterior walls.
This requirement is met as no outdoor storage is proposed.

k) Within the Town Center, all exterior walls of the mini-warehouse facilities shall be constructed with a facade so as to appear as an office or retail facility.
This requirement is met as the submitted elevations depict architectural enhancements including faux storefront windows and varying stone veneer and pre-finished aluminum metal finishes giving the building an office appearance.

The submitted site plan depicts a Mini-Storage development with no direct access to the right-of-way. The proposed development is located on an irregularly shaped parcel of land that must be accessed through the adjacent parcel to the south. The applicant has provided supplemental documentation which notes there are two existing BLM right-of-way grants to the City. One right-of-way grant is between Oso Blanca and the southern property line of the site (recorded at 20020904) and the second right-of-way grant is at the southeast edge of the site (recorded at 20090122). The Department of Public Works has added conditions regarding utility service and coordination with the Regional Transportation Commission (RTC) regarding the future "park and ride" development.

While a Waiver is requested to allow an increased building height, staff finds the request appropriate as the site abuts a US 95 off ramp to the north. The increased height will have no negative impact on the existing commercial development in the surrounding area. Therefore, Staff recommends approval of both entitlement requests, subject to conditions.

FINDINGS (21-0230-SUP1)

In order to approve a Special Use Permit application, per Title 19.16.110(L) the Planning Commission and City Council must affirm the following:

1. **The proposed land use can be conducted in a manner that is harmonious and compatible with existing surrounding land uses, and with future surrounding land uses as projected by the General Plan.**

   The proposed Mini-Storage Facility use can be conducted in a manner that is harmonious and compatible with the existing commercial land uses in the surrounding area.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

The proposed Mini-Storage development is physically suitable for the type and intensity of the proposed land use. The design is well integrated into the irregular shape of the land parcel.

3. **Street or highway facilities providing access to the property are or will be adequate in size to meet the requirements of the proposed use.**

   Access to the site would be from Oso Blanca Road via an easement through the property to the south (APN 125-17-801-006). The applicant has submitted supplemental documentation notating two existing BLM right-of-way grants to the City.

4. **Approval of the Special Use Permit at the site in question will not be inconsistent with or compromise the public health, safety, and welfare or the overall objectives of the General Plan.**

   If approved, the proposed use will be subject to business license and building permit review, which will ensure the protection of the public health, safety and welfare.

5. **The use meets all of the applicable conditions per the Town Center Development Standards Manual.**

   The proposed use meets all minimum requirements for the Mini-Storage Facility use listed within the Town Center Development Standards Manual.

FINDINGS (21-0230-SDR1)

In order to approve a Site Development Plan Review application, per Title 19.16.100(E) the Planning Commission and/or City Council must affirm the following:

1. **The proposed development is compatible with adjacent development and development in the area;**

   The proposed Mini-Storage Facility would be located on a major thoroughfare adjacent to a freeway and away from residential uses. The development will be near commercial services of similar intensity.

2. **The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;**

   Aside from a Waiver request to allow a three-story building where two are allowed, all other applicable city plan requirements are met.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

Access to the site would be from Oso Blanca Road via an easement through the property to the south (APN 125-17-801-006). The applicant has submitted supplemental documentation notating two existing BLM right-of-way grants to the City.

4. Building and landscape materials are appropriate for the area and for the City;

The proposed Mini-Storage development is compatible with the adjacent uses. The building façade features architectural enhancements including faux storefront windows and varying stone veneer and pre-finished aluminum metal finishes giving the building an office appearance. The proposed landscape materials adhere to the Southern Nevada Regional Plant List recommendations.

5. Building elevations, design characteristics and other architectural and aesthetic features are not unsightly, undesirable, or obnoxious in appearance; create an orderly and aesthetically pleasing environment; and are harmonious and compatible with development in the area;

The submitted building elevations are designed as to appear as an office or retail facility. The aesthetic features are not unsightly, undesirable or obnoxious in appearance.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

If approved, the proposed use will be subject to business license and building permit review, which will ensure the protection of the public health, safety and welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
12/07/98	The City Council approved a Rezoning (Z-0076-98) from U (Undeveloped), R-E (Residence Estates), R-PD7 (Residential Planned Development - 7 Units Per Acre), R-PD11 (Residential Planned Development - 11 Units Per Acre), R-PD13 (Residential Planned Development - 13 Units Per Acre), R-PD18 (Residential Planned Development - 18 Units Per Acre), R-CL (Single Family Compact-Lot), C-1 (Limited Commercial), C-2 (General Commercial), C-V (Civic), and PD (Planned Development) Zones to T-C (Town Center) on 1,468 acres within the area designated "Town Center" on the Northwest Amendment to the General Plan. The Planning Commission and staff recommended approval.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
04/07/04	The City Council approved a request for a Site Development Plan Review (SDR-3795) for a proposed 293,355 square-foot retail center with waivers of the Town Center Development Standards requiring onsite open space features, parking spaces to be set back a minimum of 15 feet from property lines, parking lots to be located away from street frontages and pedestrian walkways to be provided between parking lots and rows of parking spaces on 46.00 acres at the northwest and northeast corners of Severence Lane and Oso Blanca Road and at the northeast corner of Oso Blanca Road and Durango Drive. The Planning Commission and staff recommended approval. The approval expired 04/08/06.
01/05/05	The City Council approved requests for 13 Special Use Permits (SUP-5423, 5424, 5425, 5426, 5427, 5428, 5429, 5430, 5431, 5432, 5433, 5434, and 5435) for various uses within a proposed retail center at the northwest and northeast corners of Severence Lane and Oso Blanca Road and at the northeast corner of Oso Blanca Road and Durango Drive. The Planning Commission and staff recommended approval of all requests. The approvals expired 01/06/07.
09/06/17	The City Council accepted a withdrawal without prejudice request for Site Development Plan Review (SDR-70240) for a proposed two-story, 28,118 square-foot hospital with a waiver to allow a four-foot landscape buffer along a portion of the south project boundary where eight feet is required on a 2.79-acre portion of 15.78 acres at the northeast corner of Oso Blanca Road and Durango Drive. The Planning Commission recommend approval (final action). Planning Staff recommended approval. The item was subsequently appealed to the City Council.
08/14/18	Parcel Map (PMP-71781) was recorded for a Technical Review of a two-lot Parcel Map on 15.78 acres at the northeast corner of Oso Blanca Road and Durango Drive.
06/08/21	The Planning Commission unanimously voted to APPROVE the following Land Use Entitlement project requests on 2.79 acres at the northeast corner of Oso Blanca Road and Durango Drive (APN 125-17-703-001), T-C (Town Center) Zone [SC (Service Commercial) Town Center Special Land Use Designation], Ward 6 (Fiore). **21-0230-SUP1** - SPECIAL USE PERMIT - FOR A PROPOSED MINI-STORAGE FACILITY USE **21-0230-SDR1 -** SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED 101,850 SQUARE-FOOT, 794-UNIT MINI-STORAGE FACILITY DEVELOPMENT WITH WAIVERS OF TOWN CENTER DEVELOPMENT STANDARD REQUIREMENTS
06/17/21	The Office of the City Clerk received an Appeal of the Planning Commission's approval for a Land Use Entitlement project request 21-0230, which will be considered by the City Council on July 21, 2021.

Related Relevant City Actions by P&D, Fire, Bldg., etc.	
07/21/21	The City Council voted to hold a Land Use Entitlement request in abeyance to the August 18, 2021 City Council Meeting.

Most Recent Change of Ownership	
02/16/00	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses
There are no building permits or business licenses relevant to development of this site.

Details of Application Request	
Site Area	
Net Acres	2.79

Pre-Application Meeting	
04/13/21	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Mini-Storage development.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
04/29/21	Staff conducted a routine field check and found an undeveloped lot with desert vegetation. No issues were noted.

Details of Application Request	
Site Area	
Net Acres	2.79

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Undeveloped	SC-TC (Service Commercial – Town Center)	T-C (Town Center)
North	U.S. 95 Freeway	Right-of-Way	Right-of-Way

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
South	Transit Passenger Facility (partially undeveloped)	PF-TC (Public Facilities – Town Center)	T-C (Town Center)
East	U.S. 95 Freeway	Right-of-Way	Right-of-Way
West	Shopping Center	SC-TC (Service Commercial – Town Center)	T-C (Town Center)

Master and Neighborhood Plan Areas	***Compliance***
Town Center Master Plan	Y
Special Purpose and Overlay Districts	***Compliance***
T-C (Town Center) District	Y
Other Plans or Special Requirements	***Compliance***
Trails (Town Center Parkway Trail – Durango Drive)	N/A*
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

*Durango Drive is not directly adjacent to the site, and therefore no improvements are necessary as part of this Site Development Plan Review.

DEVELOPMENT STANDARDS

Pursuant to the Town Center Development Standards Manual and Title 19.08, the following standards apply:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Lot Size	N/A	121,532 SF	N/A
Min. Lot Width	N/A	520 Feet	N/A
Min. Setbacks			
• Front	15 Feet	44 Feet	Y
• Side	10 Feet	10 Feet	Y
• Rear	20 Feet	30 Feet	Y
Max. Lot Coverage	N/A	27.9%	N/A
Max. Building Height	2 Stories	3 Stories/38 Feet	N*
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

*A Waiver is requested to allow an increased building height.

Pursuant to Title 19.08 and the Town Center Development Standards Manual, the following standards apply:

Landscaping and Open Space Standards				
Standards	***Required***		***Provided***	***Compliance***
	Ratio	***Trees***		
Buffer Trees: • North • South • East • West	 1 Tree / 30 Linear Feet 1 Tree / 20 Linear Feet N/A 1 Tree / 30 Linear Feet	 22 Trees 20 Trees N/A 7 Trees	 22 Trees 20 Trees N/A 8 Trees	 Y Y N/A Y
TOTAL PERIMETER TREES		**59 Trees**	**60 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	5 Trees	8 Trees	Y
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width • North • South • East • West	 8 Feet 15 Feet N/A 8 Feet		 8 Feet 15 Feet N/A 8 Feet	 Y Y N/A Y

Open Space – Town Center					
Total Site Acreage	***Required***		***Provided***		***Compliance***
	Percent	***Area***	***Percent***	***Area***	
121,532 SF	20%	24,306 SF	40%	49,861 SF	Y

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Durango Drive	Primary Arterial	Master Plan of Streets and Highways Map/ Town Center Development Standards Manual	137	Y
Oso Blanca Road	Frontage Road Town Center Collector	Master Plan of Streets and Highways Map/ Town Center Development Standards Manual	100	Y

Pursuant to Title 19.08 and 19.12, the following parking standards apply:

Parking Requirement							
Use	***Gross Floor Area or Number of Units***	***Required***			***Provided***		***Compliance***
		Parking Ratio	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Mini-Storage Facility	794 units	One per 50 storage units, plus 5 outside the security fence	21				
TOTAL SPACES REQUIRED			21		21		Y
Regular and Handicap Spaces Required			20	1	20	1	Y

Waivers		
Requirement	***Request***	***Staff Recommendation***
Buildings are allowed to have a maximum of two stories in the SC-TC district	To allow a three-story building	Approval

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	21-0230
Meeting Date	04/15/2021
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Site Development Plan Review, Special Use Permit, Variance

Project Address (Location) Durango and Oso Blanca

Project Name Oso Blanca Mini Storage **Proposed Use** Mini Storage Facility

Assessor's Parcel #(s) 125-17-703-001 **Ward #** 6

General Plan: Existing SC-TC Proposed SC-TC **Zoning:** Existing TC Proposed TC

Additional Information SDR, SUP and Variance to allow a 3-story mini storage facility

Property Owner Northwest 95, LLC Contact Lenny Badger

Address 1635 Village Center Circle, Suite 100 City Las Vegas State NV Zip 89134

E-mail lbadger@fcglv.com Phone 702-242-4949

Applicant SAFStor Real Estate Co, LLC Contact Jon Williams

Address 444 Seabreeze Blvd., Suite 840 City Daytona State FL Zip 32118

E-mail jwilliams@waengineering.com Phone 706-310-0400

Representative Kaempfer Crowell Contact Tony Celeste

Address 1980 Festival Plaza Drive, Suite 650 City Las Vegas State NV Zip 89135

E-mail AJC@kcnvlaw.com Phone 702-792-7000

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official _____ **Partner(s)** _____

Partner(s) _____

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature _____

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Thomas J. DeVore

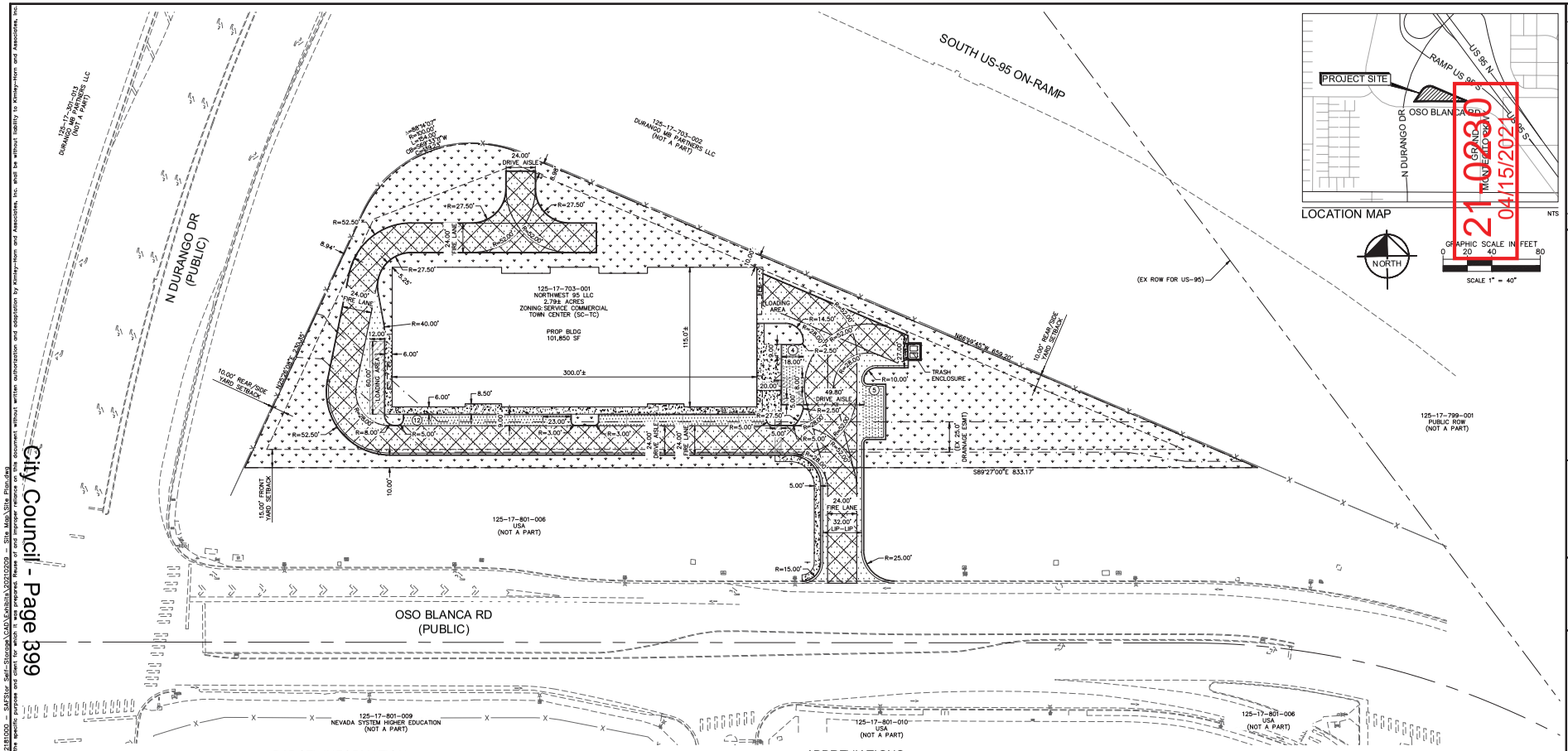
Subscribed and sworn before me

This 7th day of April, 20 21

_____

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
A. STEWART
Appt. No. 00-64522-1
My Appt Expires Jan. 13, 2023



LEGEND

- STREET CENTERLINE
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT
- EXISTING WALL
- EXISTING BUILDING
- PROPOSED BUILDING
- EXISTING CURB & GUTTER
- EXISTING CURB
- EXISTING SIDEWALK
- PROPOSED CURB & GUTTER
- PROPOSED CURB
- PROPOSED SIDEWALK
- EXISTING PARKING STRIPING
- PROPOSED PARKING STRIPING
- FLOW LINE
- PROPOSED FENCE
- PROPOSED SIGN
- PROPOSED ADA PARKING
- PROPOSED SIDEWALK DRAIN
- PROPOSED DOOR

PARCEL INFORMATION

SUBJECT PARCELS: 125-170703-001
GROSS LOT SIZE: ±2.79 AC
ZONING: TOWN CENTER DISTRICT – SERVICE COMMERCIAL (SC-TC)

PARKING SUMMARY

	PARKING REQUIRED	PARKING PROVIDED
STANDARD	20	20
ACCESSIBLE	1	1
TOTAL	21	21

TITLE 19 PARKING REQUIREMENTS

1 SPACE PER 50 STORAGE UNITS, PLUS 5 SPACES OUTSIDE OF THE SECURITY FENCE

PLAN NOTES

1. ALL DIMENSIONS ARE TO BACK OF CURB UNLESS OTHERWISE NOTED.
2. ALL RADII TO BE BACK OF CURB UNLESS OTHERWISE NOTED OR LABELED ON PLANS.

CONSULTANT INFO

OWNER
COMPANY: NORTHWEST 95 LLC
ADDRESS: 2230 N BUFFALO #204
LAS VEGAS, NV 89129

CIVIL ENGINEER
NAME: MARIANNA HUNNICUTT
COMPANY: KIMLEY-HORN
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LAS VEGAS, NV 89119
TEL: (702) 862-3631
EMAIL: MARIANNA.HUNNICUTT@KIMLEY-HORN.COM

DEVELOPER
NAME: ANDY KIKER
COMPANY: W&A ENGINEERING
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EMAIL: AKIKER@WAENGINEERING.COM

ARCHITECT
NAME: PHILIP ARGO
COMPANY: W&A ENGINEERING
ADDRESS: 355 ONETA ST, SUITE D100
ATHENS, GA 30601
TEL: (762) 728-9162
EMAIL: PARGO@WAENGINEERING.COM

PROJECT TABULATIONS:

PARCEL AREA	2.79 AC
% COVERED BY BLDG	27.9%
PARKING TOTAL	16
BLDG AREA	101,850 SF
BLDG AREA PER FLOOR	LEVEL 1: 33,950 SF LEVEL 2: 33,950 SF LEVEL 3: 33,950 SF
LANDSCAPE (SF)	49,861 SF
LANDSCAPE (%)	40.9%

ABBREVIATIONS

BC	BACK OF CURB
BLDG	BUILDING
CONC	CONCRETE
ESMT	EASEMENT
EX	EXISTING
LS	LANDSCAPE
PROP	PROPOSED
ROW	RIGHT-OF-WAY
SWLK	SIDEWALK
TYP	TYPICAL

FIRE LANE LEGEND

PROPOSED FIRE LANE

Call before you dig 811 or 1-800-227-2600
FAST Call before you UnderGround 1-702-432-5300
CALL BEFORE YOU OVERHEAD 1-702-227-2929

Plotted By:Hunnicutt, Marianna Sheet Set:Kha Layout:KHA April 14, 2021 07:29:20am K:\LAV_Civil\192181000 – SAFStor Self-Storage\CAD\Exhibits\20210209 – Site Map\Site Plan.dwg
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Kimley»Horn
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6671 LAS VEGAS BLVD S, SUITE 320, LAS VEGAS, NV 89119
PHONE: 702-862-3600
WWW.KIMLEY-HORN.COM

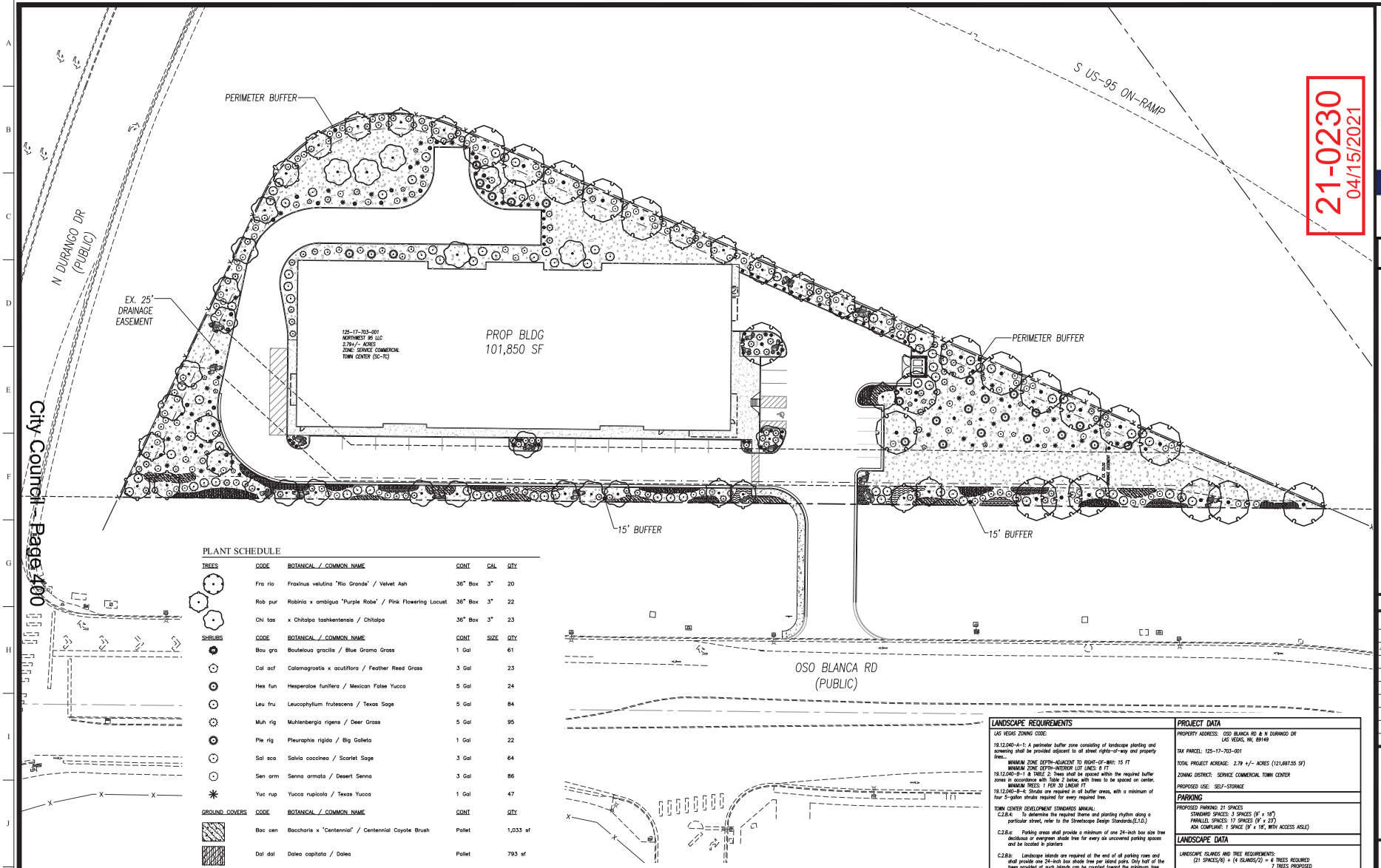
No.	REVISIONS	DATE	BY

KHA PROJECT 192181000
DATE 04/14/2021
SCALE AS SHOWN
DESIGNED BY TNS
DRAWN BY TNS
CHECKED BY MH

PRELIMINARY SITE PLAN

SAFSTOR
PREPARED FOR
W&A ENGINEERING
CITY OF LAS VEGAS NEVADA

SHEET NUMBER
SP-1



21-0230
04/15/2021

PLANT SCHEDULE

TREES	CODE	BOTANICAL / COMMON NAME	CONT	CAL	QTY
	Fra rio	Fraxinus velutina 'Rio Grande' / Velvet Ash	36" Box	3"	20
	Rob pur	Robinia x ambigua 'Purple Robe' / Pink Flowering Locust	36" Box	3"	22
	Chi tas	x Chitalpa tashkentensis / Chitalpa	36" Box	3"	23
SHRUBS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**	**SIZE**	**QTY**
	Bou gra	Bouteloua gracilis / Blue Grama Grass	1 Gal		61
	Cal acf	Calamagrostis x acutiflora / Feather Reed Grass	3 Gal		23
	Hes fun	Hesperaloe funifera / Mexican False Yucca	5 Gal		24
	Leu fru	Leucophyllum frutescens / Texas Sage	5 Gal		84
	Muh rig	Muhlenbergia rigens / Deer Grass	5 Gal		95
	Ple rig	Pleuraphis rigida / Big Galleta	1 Gal		22
	Sal sca	Salvia coccinea / Scarlet Sage	3 Gal		64
	Sen arm	Senna armata / Desert Senna	3 Gal		86
	Yuc rup	Yucca rupicola / Texas Yucca	1 Gal		47
GROUND COVERS	**CODE**	**BOTANICAL / COMMON NAME**	**CONT**		**QTY**
	Bac cen	Baccharis x 'Centennial' / Centennial Coyote Brush	Pallet		1,033 sf
	Dal dal	Dalea capitata / Dalea	Pallet		793 sf
	Lan pur	Lantana montevidensis / Trailing Lantana	Pallet		642 sf
	Ver pul	Verbena pulchella / Rock Verbena	Pallet		638 sf

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION	QTY
	Mojave Gold, Decomposed Granite	855.53 cy

LANDSCAPE REQUIREMENTS

LAS VEGAS ZONING CODE:

19.12.040-A-1: A perimeter buffer zone consisting of landscape planting and screening shall be provided adjacent to all street rights-of-way and property lines...
MINIMUM ZONE DEPTH-ADJACENT TO RIGHT-OF-WAY: 15 FT
MINIMUM ZONE DEPTH-INTERIOR LOT LINES: 8 FT

19.12.040-B-1 & TABLE 2: Trees shall be spaced within the required buffer zones in accordance with Table 2 below, with trees to be spaced on center.
MINIMUM TREES: 1 PER 30 LINEAR FT

19.12.040-B-4: Shrubs are required in all buffer areas, with a minimum of four 5-gallon shrubs required for every required tree.

TOWN CENTER DEVELOPMENT STANDARDS MANUAL:

C.2.B.4: To determine the required theme and planting rhythm along a particular street, refer to the Streetscape Design Standards.(C.1.D.)

C.2.B.a: Parking areas shall provide a minimum of one 24-inch box size tree deciduous or evergreen shade tree for every six uncovered parking spaces and be located in planters

C.2.B.b: Landscape islands are required at the end of all parking rows and shall provide one 24-inch box shade tree per island pairs. Only half of the trees provided at such islands can be counted toward the minimum tree requirement per parking space.

C.2.B.c: The planter islands shall include a two inch layer of ground cover or rock mulch, and a minimum of five shrubs of five gallon size, and five shrubs or plants of one gallon size minimum per each 24-inch box tree provided.

Total minimum # of trees required = (# OF SPACES/6) + (# OF ISLANDS/2)

E.1.D.b: The fifteen foot Landscape Setback shall be planted with clusters of Mexican Fan Palms alternating groupings of two and three,Decomposed Granite, Mojave Gold, shall cover the ground plane with ground cover plantings consisting of a minimum of one-third, five 5-gallon plant material to reach 75 percent coverage within three years.

E.1.D.d: LANDSCAPE SPECIFICATIONS: Plant material for the Frontage/Loop Road cross section shall be chosen from the [...] approved plant pallet. (Table 5)

PROJECT DATA

PROPERTY ADDRESS: OSO BLANCA RD & N DURANGO DR
LAS VEGAS, NV, 89149

TAX PARCEL: 125-17-703-001

TOTAL PROJECT ACREAGE: 2.79 +/- ACRES (121,697.55 SF)

ZONING DISTRICT: SERVICE COMMERCIAL TOWN CENTER

PROPOSED USE: SELF-STORAGE

PARKING

PROPOSED PARKING: 21 SPACES
STANDARD SPACES: 3 SPACES (9' x 18')
PARALLEL SPACES: 17 SPACES (9' x 23')
ADA COMPLIANT: 1 SPACE (9' x 18', WITH ACCESS AISLE)

LANDSCAPE DATA

LANDSCAPE ISLANDS AND TREE REQUIREMENTS:
(21 SPACES/6) + (4 ISLANDS/2) = 6 TREES REQUIRED
7 TREES PROPOSED

15' FRONTAGE BUFFER: TOTAL AREA = 5,395.28 SF
REQUIRED TREES & SHRUBS:
20 TREES PROPOSED IN ALTERNATING GROUPS OF 2 & 3
20 TREES x 4 SHRUBS = 80 SHRUBS REQUIRED
83 SHRUBS PROPOSED

REQUIRED GROUND COVER PLANTING:
8,390.63 SF x 1/3 = 2,796.88 SF REQUIRED (33.33% OF BUFFER AREA)
2,804.26 SF PROPOSED (33.42% OF BUFFER AREA)

PERIMETER BUFFER:
31 TREES PROPOSED EVERY 30'
31 TREES x 4 = 124 SHRUBS REQUIRED
125 SHRUBS PROPOSED

SCALE 1" = 30'

W&A Engineering
CIVIL ENGINEERING - LANDSCAPE ARCHITECTURE
TRAFFIC ENGINEERING - SURVEYING
ECONOMIC DEVELOPMENT
355 Oneta Street, Suite D100
Athens, GA 30601
P: (706) 310-0400 • F: (706) 310-0411
waengineering.com

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SAFSTORE OSO BLANCA

LAS VEGAS, NV

OSO BLANCA RD - 2.79 +/- ACRES

DATE: 3/26/2021

REVISIONS

DATE	COMMENT
4/15/2021	REVISIONS PER COMMENTS

Know what's below. Call before you dig. 811

GEORGIA REGISTERED LANDSCAPE ARCHITECT NO. 1 PROFESSIONAL JOHN W. WILLIAMS 3/26/2021

FOR REVIEW ONLY

21-0007

PRELIMINARY LANDSCAPE PLAN

L201

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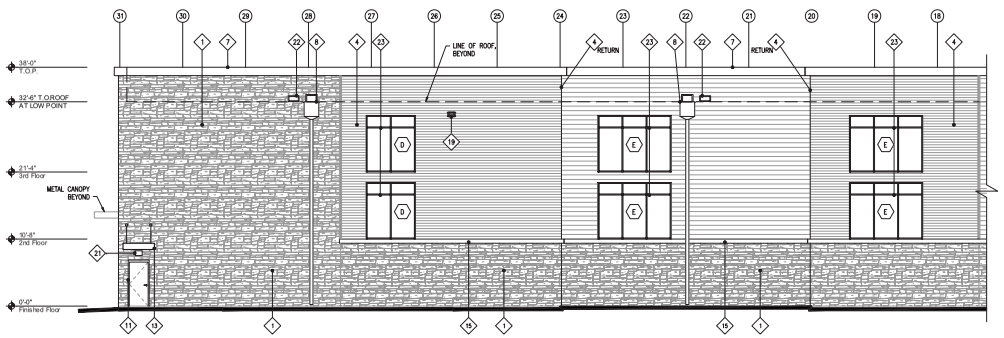

1 SOUTH ELEVATION
1/8" = 1'-0"

EXTERIOR FINISH LEGEND	
KEY VALUE	KEYNOTE TEXT
1	ADHERED MANUFACTURED STONE VENEER - VENEERSTONE INC, IMPERIAL STACK, GRAPHITE.
2	ARCHITECTURAL METAL PANEL - ALPOLIC POWDER-COATED RTB BLUE (LIGHT BLUE).
3	ARCHITECTURAL METAL PANEL - ALPOLIC POWDER-COATED AUB BLUE (DARK BLUE).
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9	PRE-FINISHED ALUMINUM DOWNSPOUT TO MATCH ALPOLIC AUB BLUE (DARK BLUE) PANELS PER CANOPY MANUFACTURER'S REQUIREMENTS.
10	ALUMINUM STOREFRONT SYSTEM. - (MILL FINISH)*
11	SERVICE DOOR - PAINT TO MATCH ADJACENT MATERIAL COLOR.
12	PRE-FINISHED ALUMINUM CANOPY SYSTEM TO MATCH ALPOLIC AUB BLUE (DARK BLUE) PANELS.
13	PRE-FINISHED ALUMINUM CANOPY SYSTEM TO MATCH CHARCOAL GRAY (DARK GRAY) PANELS AT LOADING DOCK AND SERVICE DOORS.
14	SIGNAGE - UNDER SEPARATE CONTRACT.
15	PRE-FINISHED ALUMINUM BREAK METAL TO MATCH CHARCOAL GRAY PANELS.
16	PRE-FINISHED LOUVERS - TUNDRA OR CHARCOAL GRAY (CONTRAST WITH ADJACENT BUILDING MATERIAL). LOUVERS IN STONE TO MATCH COLOR OF VERTICAL ROW OF LOUVERS ABOVE. (SEE MECHANICAL)
17	PRE-FINISHED LOUVERS - TUNDRA OR CHARCOAL GRAY (MATCH WITH ADJACENT BUILDING MATERIAL). - (SEE MECHANICAL)
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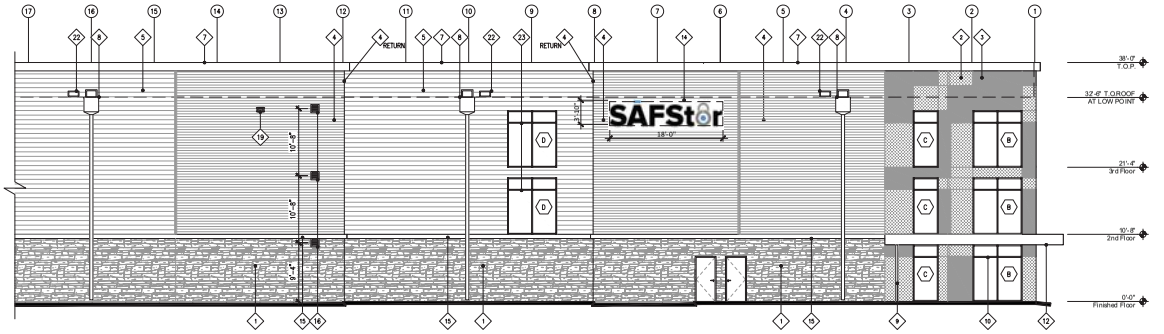
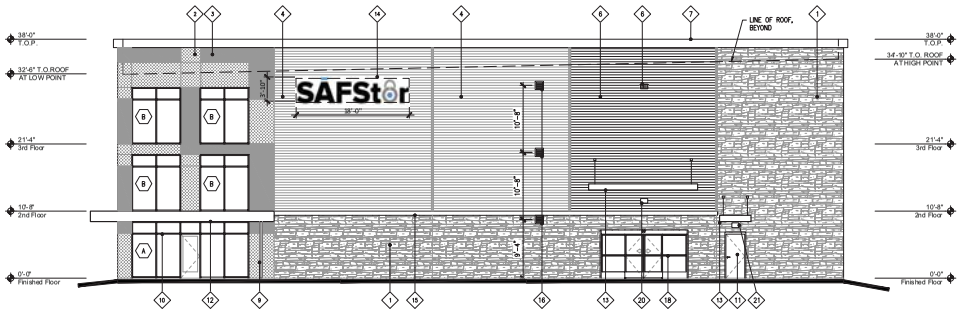
19	WALL PACK LIGHT - INSTALLED @ 30' A.F.F. TO CENTERLINE OF FIXTURE
20	WALL PACK LIGHT - INSTALLED @ 12'-3" A.F.F. TO CENTERLINE OF FIXTURE
21	WALL PACK LIGHT - INSTALLED @ 8'-3" A.F.F. TO CENTERLINE OF FIXTURE
22	8" HI X 24" WIDE SECONDARY SCUPPER. REF. DETAIL 5/A5.03
23	FAUX WINDOW

* REFER TO SHEET A5.01 FOR ADDITIONAL DOOR AND WINDOW ELEVATION INFORMATION.





2 EAST ELEVATION
1/8" = 1'-0"

GENERAL NOTES:

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B. ALL SIGNAGE UNDER SEPARATE PERMIT.
C. ALL METAL COPING TO BE PREPAINTED

KEYED NOTES:

X FINISH TAG
X WINDOW TAG
X COLUMN BUBBLE

21-0230
04/15/2021

IP LLC
ARCHITECTURE
ENGINEERING
INTERIOR DISIGN
PROJECT MANAGEMENT

DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
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MATTHEW WISZ, ARCHITECT

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ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:

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SAFSTOR

NO. DATE REMARKS
REVISIONS:

SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-2.01
WEST AND SOUTH ELEVATIONS

CHECKED: TG DRAWN: DS

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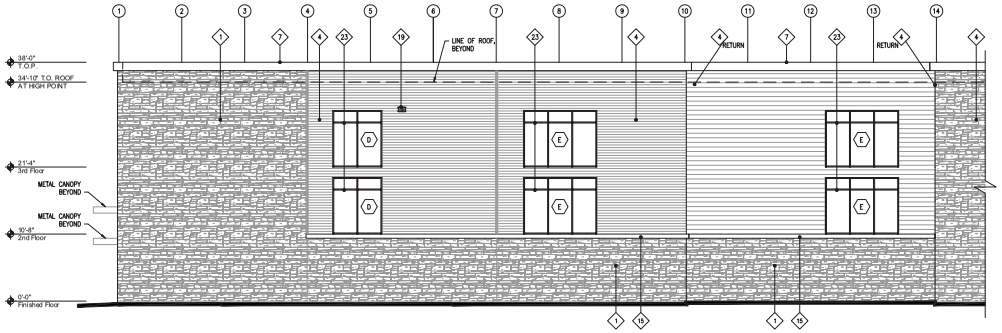

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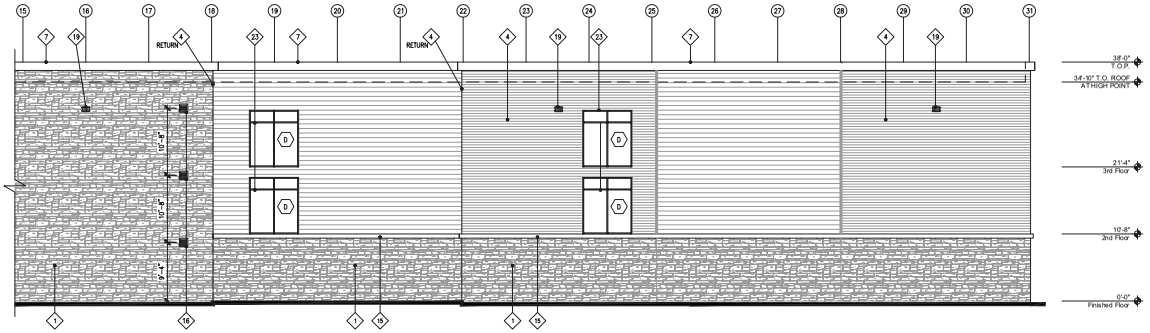
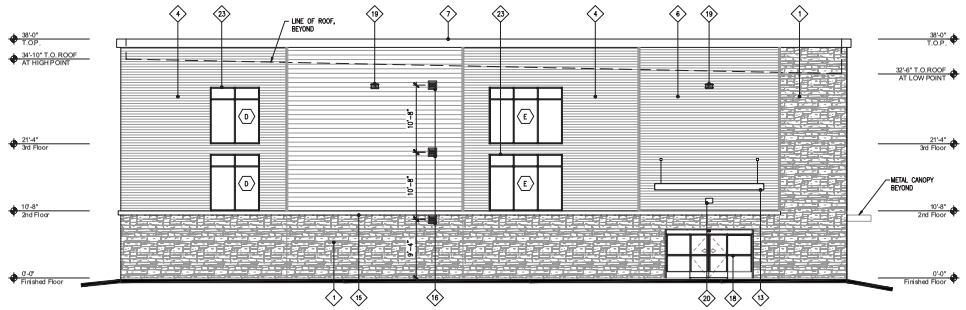
21-0230
04/15/2021





2 WEST ELEVATION
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SAFSTOR

NO DATE REMARKS
REVISIONS

SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-2.02
WEST AND SOUTH ELEVATIONS

CHECKED: TG DRAWN: DS

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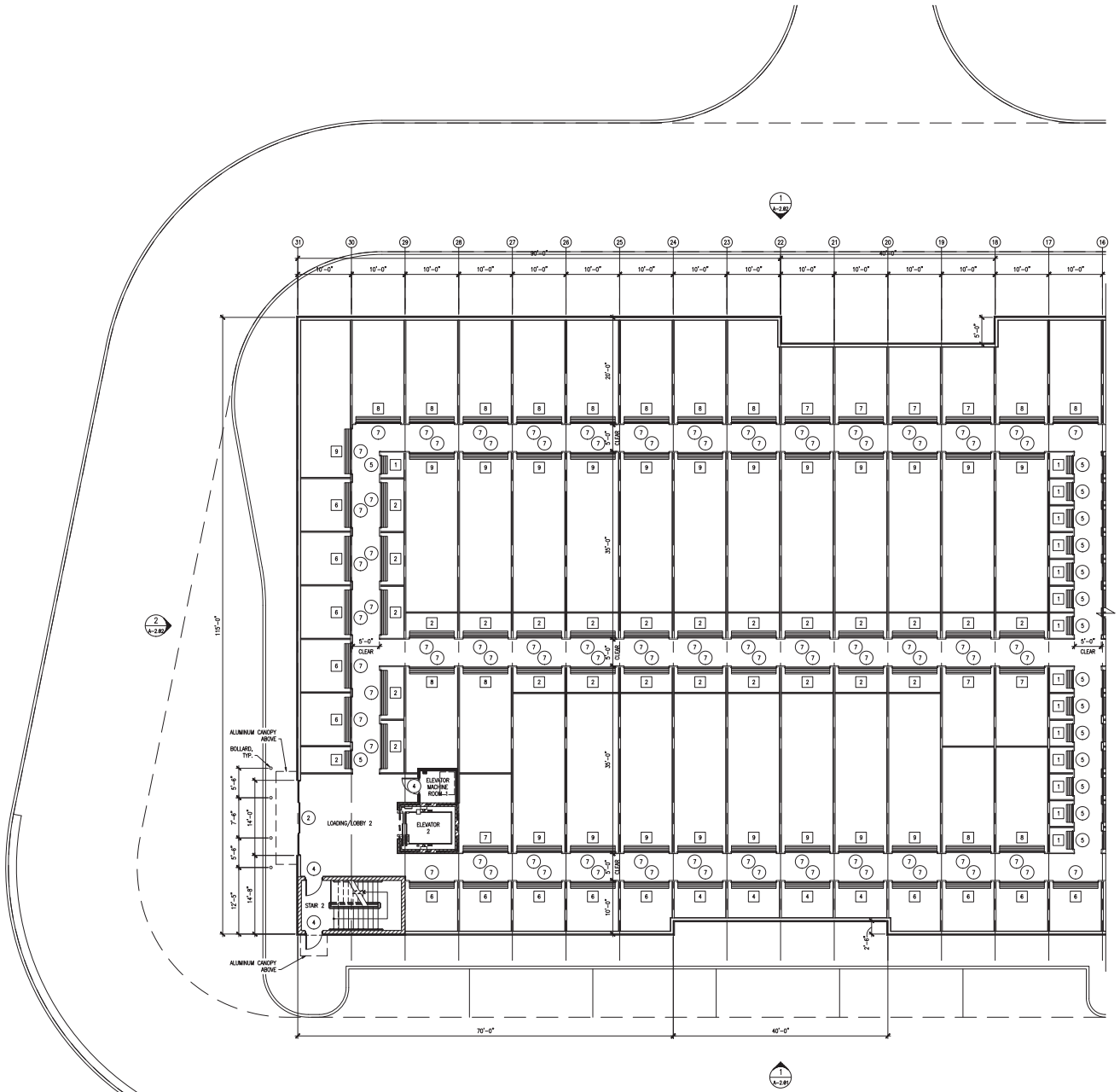

1 (1) FIRST LEVEL FLOOR PLAN - WEST 1/8" = 1'-0"

WALL TYPE GENERAL NOTES:

1. ALL GYP BOARD WALL AND CEILINGS SCHEDULED FOR PAINT OR WALL COVERING SHALL BE CONTRUCTED TO LEVEL FOUR (4) FINISH.
2. ALL WALL TYPES SCHEDULED TO RECEIVE BRACING SHALL BE DIAGONALLY BRACED TO STRUCTURE ABOVE AT 4'-0" O.C. ALTERNATING DIRECTIONS. PROVIDE MINIMUM OF 2 BRACES PER WALL SEGMENT.
3. ALL GYPSUM BOARD WALL TOPS EXPOSED TO VIEW SHALL BE TERMINATED WITH J-BEADS AND MUD.
4. ALL WALLS SHALL RECEIVE FINISHES AND BASES AS PER THE FINISH PLAN AND SCHEDULE.

21-0230
04/15/2021

GENERAL NOTES:

1. DIMENSIONS ARE TO THE FACE OF STUD OR CENTERLINE UNLESS NOTED OTHERWISE.
2. THE OWNER SHALL VERIFY COMPLIANCE WITH THE "AMERICAN WITH DISABILITIES ACT" – A FEDERAL LAW EFFECTIVE 1992 AND INTERNATIONAL BUILDING CODE AND ACCESSIBILITY GUIDELINES.
3. REFER TO SHEET A-5.04 FOR PARTITION TYPES.
4. FIRE SUPPRESSION SYSTEM TO BE A DEFERRED SUBMITTAL. SYSTEM TO MEET ALL APPLICABLE CODES. SUBMIT AND OBTAIN ALL STATE AND LOCAL APPROVALS PRIOR TO INSTALLATION.
5. ALL STAIR AND ELEVATOR CORE WALLS ARE 1-HR RATED.
6. ALL STAIR DOORS TO BE FIRE RATED PER DOOR SCHEDULE.
7. PROVIDE KEYPADS AND CAMERAS AT ALL LOADING AREAS AND ALL EXTERIOR DOOR ACCESS POINTS.
8. SILL SEALER REQUIRED UNDER ALL EXTERIOR WALLS.

KEY NOTES:

X / X.XX — ELEVATION TAG – REFER TO SHEET A-2.01

X — UNIT TYPE TAG

X — DOOR TAG

FIRST LEVEL SF	33,900
OVERALL TOTAL SF	101,700
MERCHANDISE SF	890

NRSF = 76,648
NRSF % = 75.4%

UNIT MIX COUNT SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	117	5X5	2925	04%
2	208	5X10	10400	14%
3	4	7X10	280	<01%
4	61	7.5X10	4575	06%
5	2	7X12	168	<01%
6	188	10X10	18800	24%
7	130	10X15	19500	25%
8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

FIRST FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	24	5X5	600	03%
2	56	5X10	2800	11%
3	-	7X10	-	-
4	8	7.5X10	600	02%
5	-	7X12	-	-
6	23	10X10	2300	09%
7	23	10X15	3450	13%
8	33	10X20	6600	25%
9	32	10X30	9600	37%
SUBTOTAL: 199			25950	100%

ACCESSIBLE UNITS CALCULATIONS:
PER FBC 2017, TABLE 1108.3

TOTAL SPACES IN FACILITY	MINIMUM NUMBER REQUIRED ACCESSIBLE SPACES
1–200	5%, BUT NOT LESS THAN 1
OVER 200	10, PLUS 2% OF TOTAL NUMBER OF UNITS OVER 200

TOTAL NUMBER OF STORAGE UNITS REQUIRED ACCESSIBLE = 22

ACCESSIBLE STORAGE UNITS PROVIDED PER 1ST FLOOR = 8
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IP LLC
ARCHITECTURE
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INTERIOR DESIGN
PROJECT MANAGEMENT

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LOUISE CRAVER, ARCHITECT
GREG NIBLOCK, ARCHITECT
MATTHEW WISZ, ARCHITECT

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FX 407.629.9124

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SAFSTOR

NO. DATE REMARKS
REVISIONS:

SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.01A
FIRST LEVEL FLOOR PLAN - WEST

CHECKED: TG DRAWN: KW

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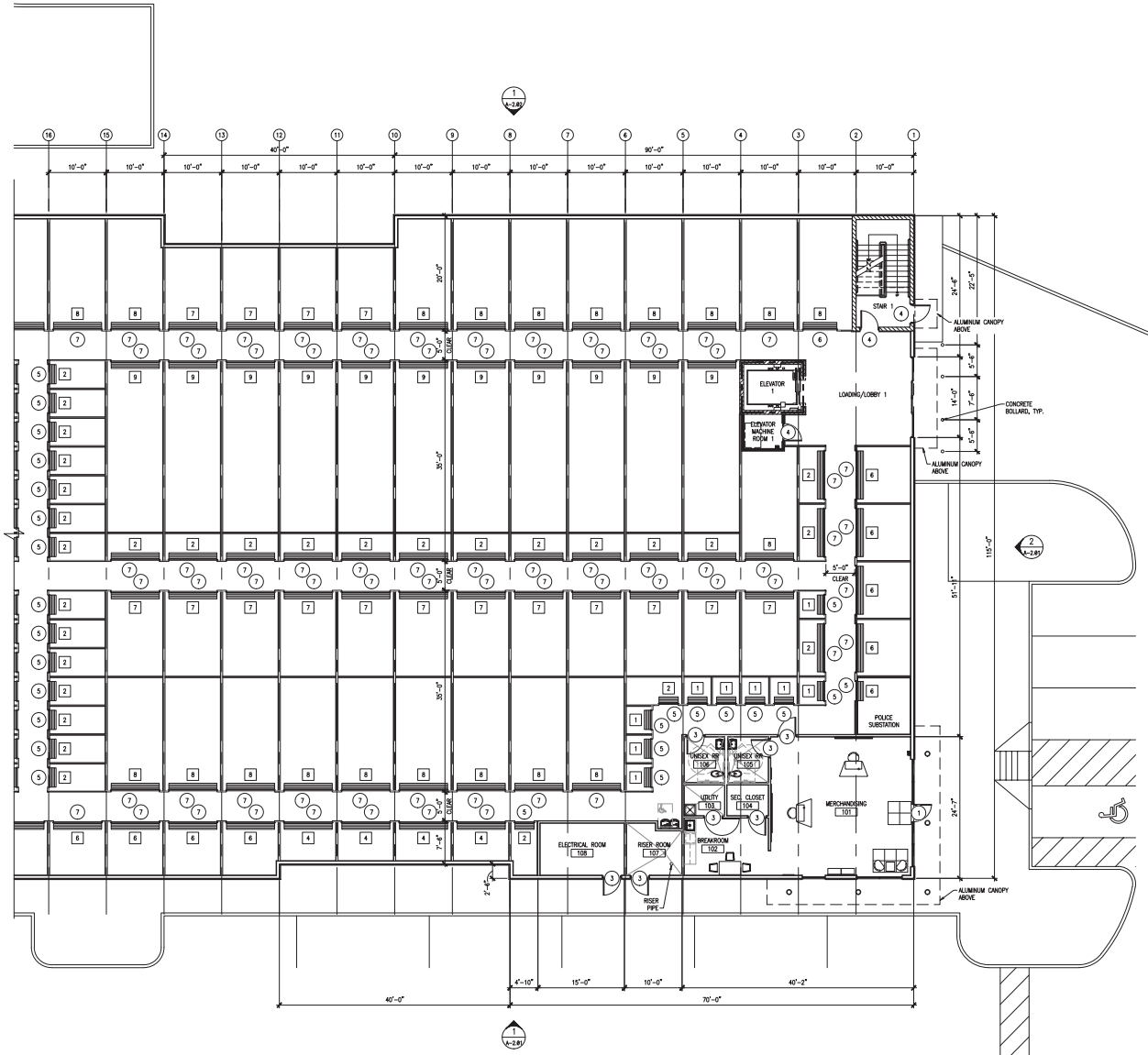

1 A-2.01 FIRST LEVEL FLOOR PLAN - EAST 1/8" = 1'-0"

NORTH

WALL TYPE GENERAL NOTES:

1. ALL GYP BOARD WALL AND CEILINGS SCHEDULED FOR PAINT OR WALL COVERING SHALL BE CONTRUCTED TO LEVEL FOUR (4) FINISH.
2. ALL WALL TYPES SCHEDULED TO RECEIVE BRACING SHALL BE DIAGONALLY BRACED TO STRUCTURE ABOVE AT 4'-0" O.C. ALTERNATING DIRECTIONS. PROVIDE MINIMUM OF 2 BRACES PER WALL SEGMENT.
3. ALL GYPSUM BOARD WALL TOPS EXPOSED TO VIEW SHALL BE TERMINATED WITH J-BEADS AND MUD.
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21-0230
04/15/2021

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KEY NOTES:

X / X.XX — ELEVATION TAG – REFER TO SHEET A-2.01

X — UNIT TYPE TAG

X — DOOR TAG

FIRST LEVEL SF	33,900
OVERALL TOTAL SF	101,700
MERCHANDISE SF	890

NRSF = 76,648
NRSF % = 75.4%

UNIT MIX COUNT SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	117	5X5	2925	04%
2	208	5X10	10400	14%
3	4	7X10	280	<01%
4	61	7.5X10	4575	06%
5	2	7X12	168	<01%
6	188	10X10	18800	24%
7	130	10X15	19500	25%
8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

FIRST FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	24	5X5	600	03%
2	56	5X10	2800	11%
3	-	7X10	-	-
4	8	7.5X10	600	02%
5	-	7X12	-	-
6	23	10X10	2300	09%
7	23	10X15	3450	13%
8	33	10X20	6600	25%
9	32	10X30	9600	37%
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NO. DATE REMARKS
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SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.01B
FIRST FLOOR LEVEL PLAN - EAST

CHECKED: TG DRAWN: KW

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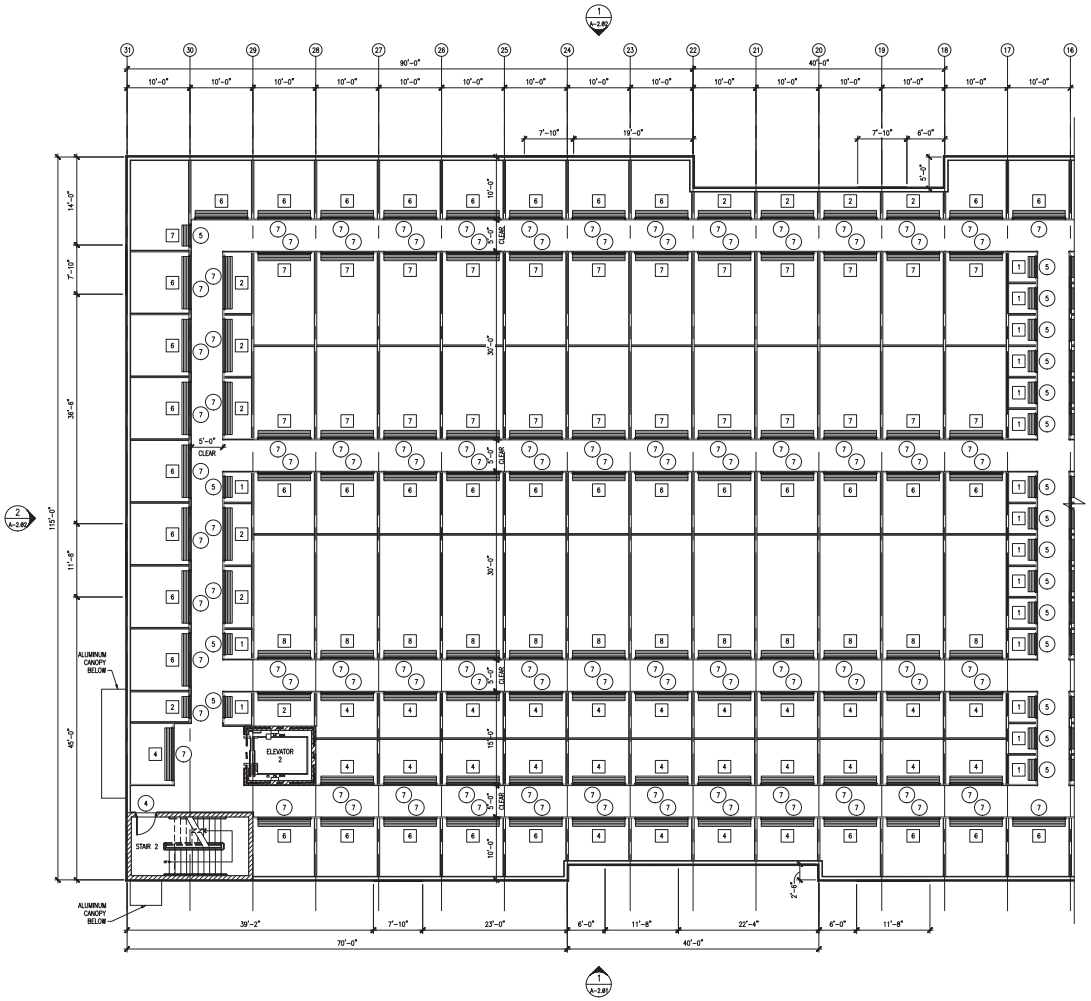

1 (1) SECOND LEVEL FLOOR PLAN - WEST 1/8" = 1'-0"

NORTH

WALL TYPE GENERAL NOTES:

1. ALL GYP BOARD WALL AND CEILINGS SCHEDULED FOR PAINT OR WALL COVERING SHALL BE CONTRUCTED TO LEVEL FOUR (4) FINISH.
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21-0230
04/15/2021

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7. PROVIDE KEYPADS AND CAMERAS AT ALL LOADING AREAS AND ALL EXTERIOR DOOR ACCESS POINTS.
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KEY NOTES:

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X — UNIT TYPE TAG

X — DOOR TAG

FIRST LEVEL SF	33,900
OVERALL TOTAL SF	101,700
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UNIT MIX COUNT SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	117	5X5	2925	04%
2	208	5X10	10400	14%
3	4	7X10	280	<01%
4	61	7.5X10	4575	06%
5	2	7X12	168	<01%
6	188	10X10	18800	24%
7	130	10X15	19500	25%
8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

SECOND FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	21	5X5	525	02%
2	48	5X10	2400	09%
3	2	7X10	140	01%
4	43	7.5X10	3225	12%
5	1	7X12	84	<01%
6	73	10X10	7300	28%
7	57	10X15	8550	33%
8	19	10X20	3800	15%
9	-	10X30	-	-
SUBTOTAL: 264			26024	100%

ACCESSIBLE UNITS CALCULATIONS:
PER FBC 2017, TABLE 1108.3

TOTAL SPACES IN FACILITY	MINIMUM NUMBER REQUIRED ACCESSIBLE SPACES
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NO. DATE REMARKS
REVISIONS:

SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.02A
SECOND LEVEL FLOOR PLAN - WEST

CHECKED: TG DRAWN: KW

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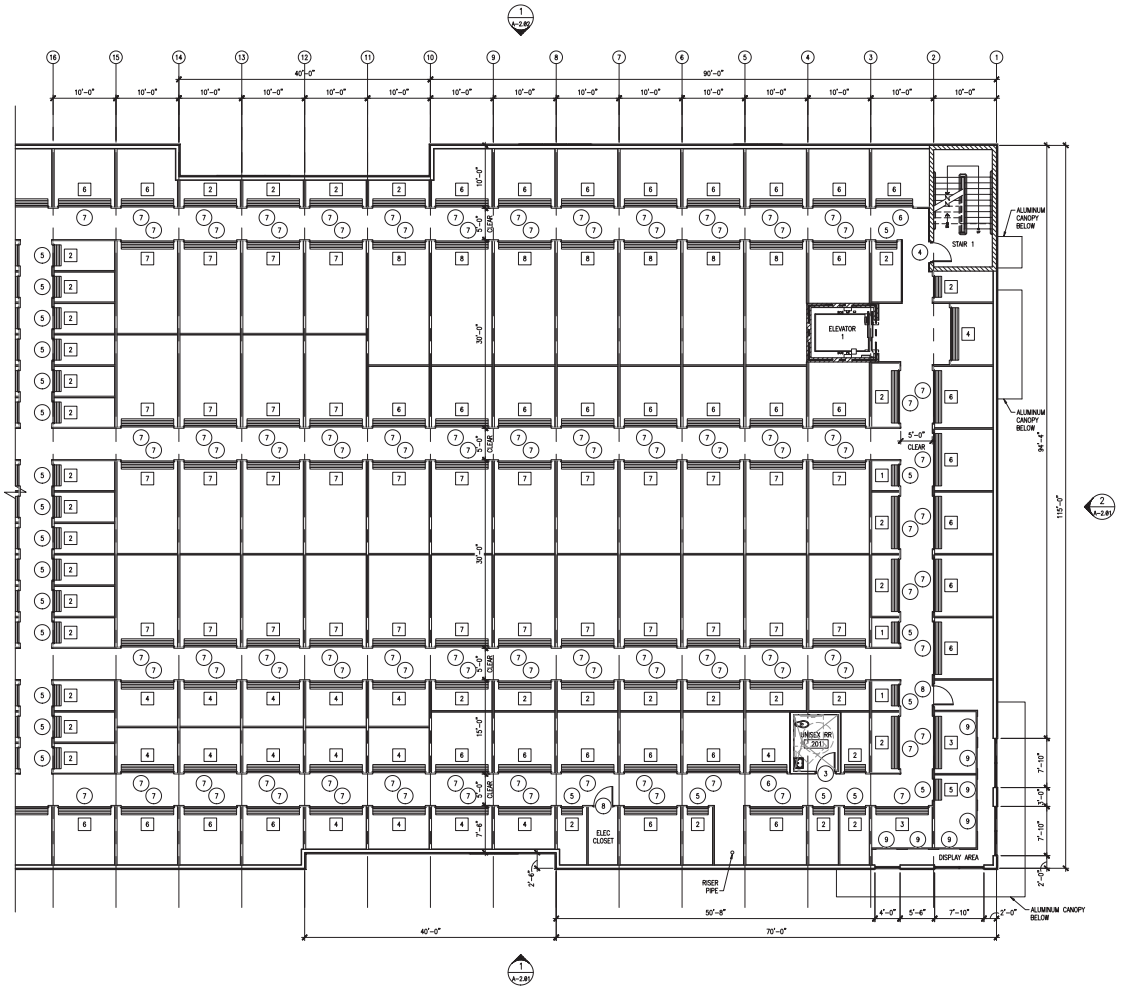

1 NORTH 1 FIRST LEVEL FLOOR PLAN - EAST 1/8" = 1'-0"

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1. ALL GYP BOARD WALL AND CEILINGS SCHEDULED FOR PAINT OR WALL COVERING SHALL BE CONTRUCTED TO LEVEL FOUR (4) FINISH.
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21-0230
04/15/2021

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NO. DATE REMARKS
REVISIONS:

SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.02B
SECOND LEVEL FLOOR PLAN - EAST

CHECKED: TG DRAWN: KW

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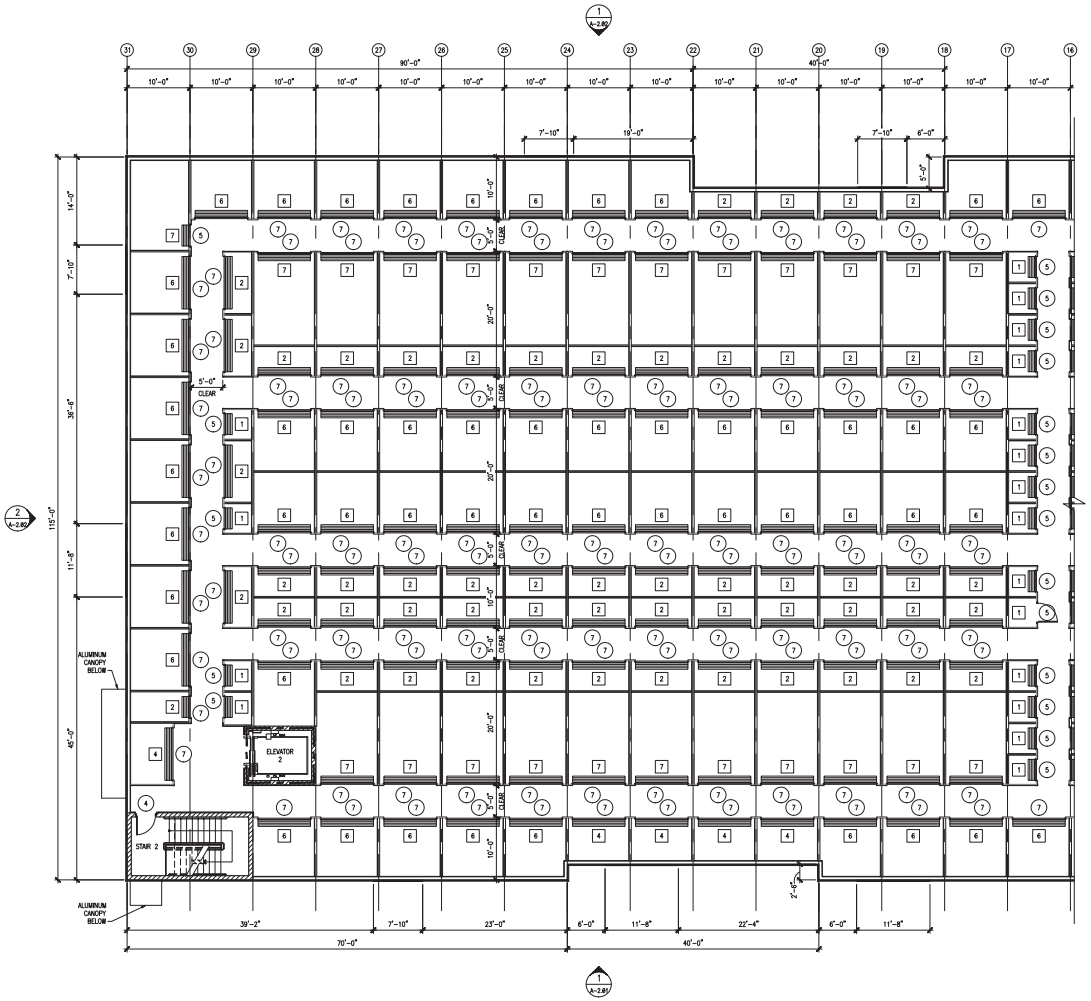

1 A-2.80 THIRD LEVEL FLOOR PLAN - WEST 1/8" = 1'-0"

NORTH

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21-0230
04/15/2021

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6	188	10X10	18800	24%
7	130	10X15	19500	25%
8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

THIRD FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	72	5X5	1800	07%
2	104	5X10	5200	21%
3	2	7X10	140	01%
4	10	7.5X10	750	03%
5	1	7X12	84	<01%
6	92	10X10	9200	37%
7	50	10X15	7500	31%
8	-	10X20	-	-
9	-	10X30	-	-
SUBTOTAL: 331			24674	100%

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LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.03A
THIRD LEVEL FLOOR PLAN - WEST

CHECKED: TG DRAWN: KW

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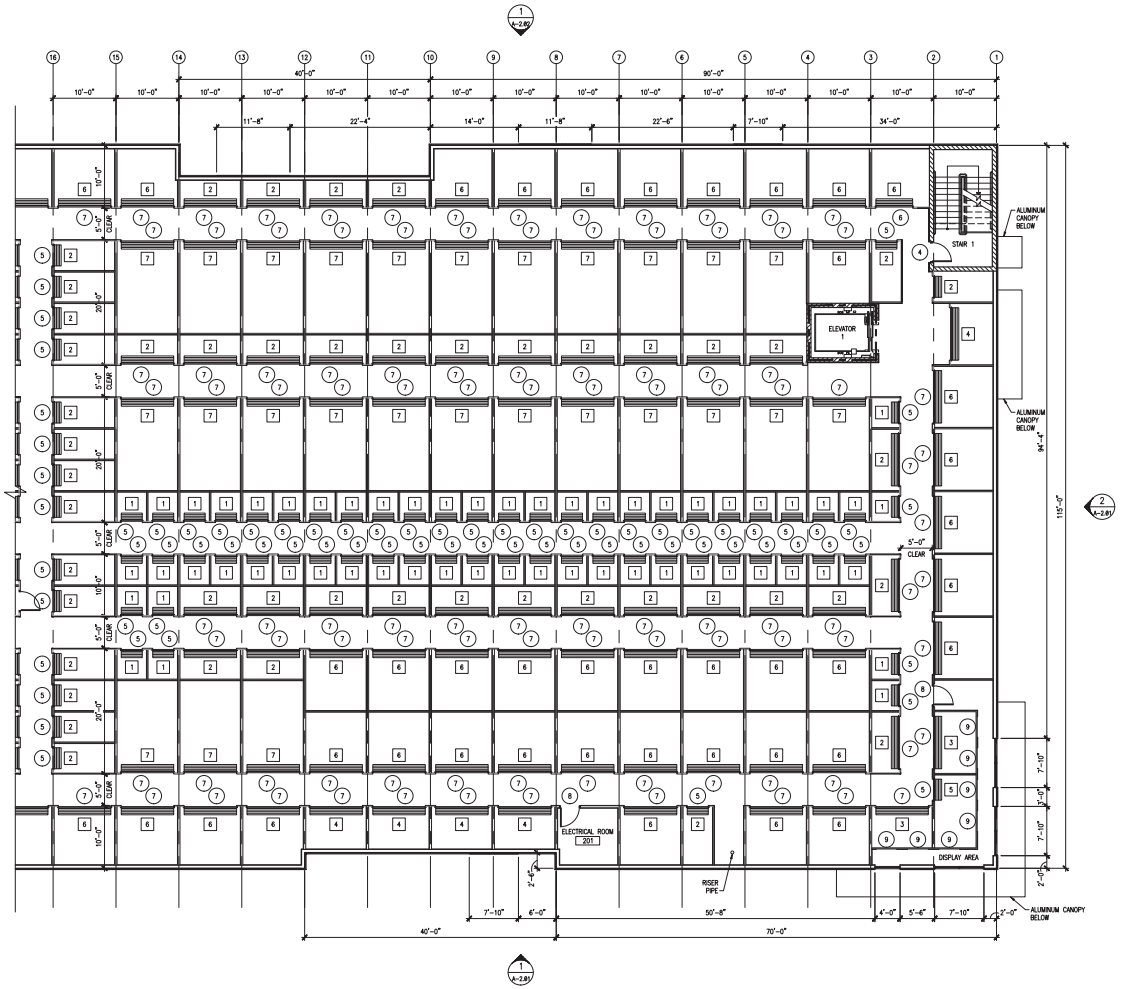

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NORTH

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21-0230
04/15/2021

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X — UNIT TYPE TAG

X — DOOR TAG

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MERCHANDISE SF	890

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8	52	10X20	10400	14%
9	32	10X30	9600	13%
SUB TOTAL: 794			76648	100%

THIRD FLOOR UNIT MIX SCHEDULE

UNIT	COUNT	UNIT TYPE	RENTABLE AREA	PERCENT
1	72	5X5	1800	07%
2	104	5X10	5200	21%
3	2	7X10	140	01%
4	10	7.5X10	750	03%
5	1	7X12	84	<01%
6	92	10X10	9200	37%
7	50	10X15	7500	31%
8	-	10X20	-	-
9	-	10X30	-	-
SUBTOTAL: 331			24674	100%

ACCESSIBLE UNITS CALCULATIONS:
PER FBC 2017, TABLE 1108.3

TOTAL SPACES IN FACILITY	MINIMUM NUMBER REQUIRED ACCESSIBLE SPACES
1–200	5%, BUT NOT LESS THAN 1
OVER 200	10, PLUS 2% OF TOTAL NUMBER OF UNITS OVER 200

TOTAL NUMBER OF STORAGE UNITS REQUIRED ACCESSIBLE = 22

ACCESSIBLE STORAGE UNITS PROVIDED PER 1ST FLOOR = 8
ACCESSIBLE STORAGE UNITS PROVIDED PER 2ND FLOOR = 7
ACCESSIBLE STORAGE UNITS PROVIDED PER 3RD FLOOR = 7

IP LLC
ARCHITECTURE
ENGINEERING
INTERIOR DISIGN
PROJECT MANAGEMENT

DAVID BOYCE, ARCHITECT
LOUISE CRAVER, ARCHITECT
GREG NIBLOCK, ARCHITECT
MATTHEW WISZ, ARCHITECT

604 COURTLAND STREET
SUITE 100
ORLANDO, FLORIDA 32804
PH 407.645.5008
FX 407.629.9124

SEAL:

THIS DOCUMENT IS NOT FOR REGULATORY APPROVAL PERMITTING, OR CONSTRUCTION.

SAFSTOR

NO. DATE REMARKS
REVISIONS:

SAFSTOR
OSO BLANCA ROAD
LAS VEGAS, NV

PROJECT NO: 2021-0106
DATE: 03.23.2021

A-1.03B
THIRD LEVEL FLOOR PLAN - EAST

CHECKED: TG DRAWN: KW

COPYRIGHT © IP LLC. ALL RIGHTS RESERVED. THIS DRAWING AND THE DESIGN CONTAINED HEREIN, AS AN INSTRUMENT OF SERVICE, IS AND SHALL REMAIN THE PROPERTY OF IP LLC. THIS DRAWING IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF IP LLC. VISUAL CONTACT WITH THESE DRAWINGS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF ACCEPTANCE OF THESE RESTRICTIONS.

21-0230
04/15/2021
SAFStor
OSO BLANCA ROAD
LAS VEGAS, NV
W&A Engineering
INTERPLAN

21-0230
04/15/2021
SAFStor
OSO BLANCA ROAD
LAS VEGAS, NV
W&A
engineering
INTERPLAN
Architecture · Engineering · Interior Design

21-0230-SUP1 AND 21-0230-SDR1 - APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC
NORTHEAST CORNER OF OSO BLANCA ROAD AND DURANGO DRIVE

04/29/2021

21-0230-SUP1 AND 21-0230-SDR1 - APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC
NORTHEAST CORNER OF OSO BLANCA ROAD AND DURANGO DRIVE

04/29/2021

21-0230-SUP1 AND 21-0230-SDR1 - APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC
NORTHEAST CORNER OF OSO BLANCA ROAD AND DURANGO DRIVE

04/29/2021

KAEMPFER CROWELL
ATTORNEYS AT LAW

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ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.693.4215

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Fax: 702.796.7181

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Reno, NV 89501
Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 West Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

10-5932

April 15, 2021

VIA UPLOAD

City of Las Vegas
PLANNING & DEVELOPMENT DEPARTMENT
333 N. Rancho Drive
Las Vegas, NV 89106

Re: Justification Letter – Special Use Permit to Allow a Mini-Storage, Site Development Review for a Mini-Storage, and Waiver to Allow Third Floor and Increased Building Height to 38'
APN: 125-17-703-001(NEC of Durango Drive and Oso Blanca Road)

To Whom It May Concern:

Our Firm represents SAFStor (the "Applicant"). The Applicant is proposing a mini-storage facility on property located at the northeast corner of Durango Drive and Oso Blanca Road, more particularly described as APN:125-17-703-001 (the "Site"). The Site is approximately 2.79 acres.

Special Use Permit for Mini-Storage

The Site is zoned TC and the land use designation is SC-TC. With special use permit approval, a mini-storage is an allowed use in the TC zoning district and the SC-TC land use designation. Here, a special use permit for a mini-storage use is appropriate and compatible for the following reasons: (1) the Site is surrounded by three (3) rights-of-ways: (i) Durango Drive, (ii) Oso Blanca Road, and (iii) US 95 On-Ramp; (2) a mini-storage is one of the least intensive uses; (3) access to the Site is from Durango Drive only; (4) the surrounding uses including a parking lot facility and commercial/retail centers, and (5) there is an existing three (3) story mini-storage located near the northwest corner of the US 95 Off-Ramp and Durango Drive.

Site Development Review & Waiver

The Site is located at the northeast corner of Durango Drive and Oso Blanca Road. Access to the Site is from Oso Blanca Road via a BLM right-of-way grant to the City of Las Vegas. The Applicant is proposing a total of 794 mini-storage units. The units range in sizes from 5' x 5' to 10' x 30'. The office is located on the east portion of the building with a visitor parking field in front of the office. Access to the mini-storage units are via a 24' wide drive aisle behind a gated entry.

21-0230
04/15/2021

The Applicant is proposing a three story, 38' tall building in the center of the Site. The proposed building will have enhanced architectural enhancements such as faux storefront windows and varying stone veneer and pre-finished aluminum metal finishes giving the building an office appearance. The additional architectural elements meet the Town Center design standards. The total square footage of the building is 101,700 square feet with each level approximately 33,900 square feet. The first floor will include the office and 199 mini-storage units, the second floor will have 264 units, and the third floor will have 331 mini-storage units. The Applicant is requesting waivers for a proposed height of 38' and a proposed third level. The slight increase in height and third level will have no adverse impacts to the area because the Site is (1) surrounded by three (3) rights-of-ways on all sides, (2) commercial/retail and parking lot uses are located across the street from the Site, and (3) an existing three (3) level mini-storage at the same approximate height is located at the northwest corner of the US 95 Off-Ramp and Durango Drive. Additionally, the Site will comply with all landscaping and parking requirements. Therefore, the proposed design including the additional height and third level is compatible with the area.

We thank you in advance for your time and consideration of this request. Should you have any questions, please feel free to contact me.

Sincerely,

KAEMPFER CROWELL

Anthony J. Celeste

AJC

Mr. Peter Lowenstein

City of Las Vegas Department of Planning

495 South Main Street

Las Vegas, NV 89101

RE: 21-0230 (Abeyance Item – Public Hearing – Applicant: Safestor Real Estate Co, LLC – Owner: Northwest 95, LLC

Dear Mr. Lowenstein,

Please accept this letter as a withdrawal of our Appeal of 21-0230. My contact information is below if you have any questions or need additional information.

Sincerely,

Marc Andre Bolduc, PE

Manager, Durango MB Partners, LLC

11411 Southern Highlands Pkwy #300

Las Vegas, NV 89141

702-210-5840

Submitted after final agenda

Items 43a-43b

KAEMPFER CROWELL

ATTORNEYS AT LAW

LAS VEGAS OFFICE

ANTHONY J. CELESTE
aceleste@kcnvlaw.com
702.792.7000

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Fax: 702.796.7181

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Suite 700
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Tel: 775.852.3900
Fax: 775.327.2011

CARSON CITY OFFICE
510 W. Fourth Street
Carson City, NV 89703
Tel: 775.884.8300
Fax: 775.882.0257

RECEIVED
CITY CLERK
2021 JUL 19 A 7:12

July 16, 2021

VIA FACSIMILE
702-382-4803

LuAnn D. Holmes
City of Las Vegas
City Clerk
495 S. Main Street
Las Vegas, NV 89101

Re: Request for Hold – SAFStor Real Estate Co., LLC
21-0230-SUP1 & SDR1 - Item No. 64(a & b)

Dear Ms. Holmes:

Please be advised that this office represents the applicant in the above-referenced matters. These items are scheduled to be heard at the Las Vegas City Council hearing on July 21, 2021 and we respectfully request that they be held in abeyance for 30 days or until the **August 18, 2021** Las Vegas City Council hearing.

Thank you for your kind consideration and please let me know should you have any questions or concerns.

Sincerely,

KAEMPFER CROWELL

Anthony J. Celeste

AJC/mlt

cc: Chance Bonaventura (via email)
Marc Bolduc (via email)

Submitted after final agenda
Items 64a - 64b

2681072.1

19774.1

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

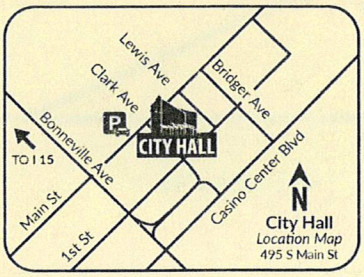
Return Service Requested

Official Notice of Public Hearing

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

RECEIVED
CITY CLERK

2021 JUL 19 P 12:04



Scan or go to:
www.lasvegasnevada.gov/meetings

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0230 and 21-0230-SUP1 and 21-0230-SDR1

City Council Meeting of **07/21/2021**

21-0230
12517714019
LIM HARRY E
CHEUNG KATHERINE
2299 BOOKSIN AVE
SAN JOSE CA 95125-4703

Submitted after final agenda

Item 64a - 64b

124 ORDFNP1 95125

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

CITY OF LAS VEGAS

ONE MOTION / ONE VOTE

Planning and Development Department
Case Planning Division
495 South Main Street, 3rd Floor
Las Vegas, Nevada 89101
(702) 229-6301 Phone (702) 464-7499 Fax

CASE: 21-0230-SUP1 AND 21-0230-SDR1

SUBJECT: APPLICANT: SAFSTOR REAL ESTATE CO, LLC - OWNER: NORTHWEST 95, LLC

The above item has been placed on the One Motion/One Vote portion of the Planning Commission Agenda for the ***JUNE 8, 2021*** Planning Commission meeting. All of these items will be placed at the beginning of the agenda. The Chairman of the Planning Commission will open them at the same time.

Enclosed please find the proposed conditions of approval. If you agree to these conditions, please sign this form and fax it to ***Nora Lares*** at ***(702)464-7499*** or e-mail to ***nlares@lasvegasnevada.gov.*** If there is no one present at the Planning Commission meeting who wants to discuss this item, you will not be called to the podium to discuss the case. However, you must be present in case any Planning Commissioner or member of the public wants to discuss the item. If you have any questions, please contact my office at (702) 229-6301.

Please sign and date that you have read and agree to the conditions and return to our office by 5:00PM ***MONDAY, JUNE 7, 2021.***

Signature — 6/3/2021 Date

Jon Williams
Please Print Name

SAFStor Real Estate Co, LLC
Company Name

Sincerely,

Submitted after final agenda

Eric McCammond
Sr. Management Analyst
Case Planning Division

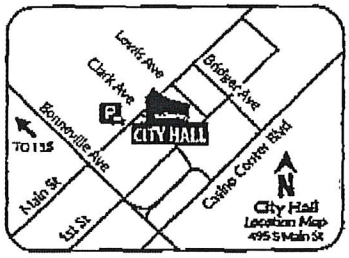
Received 06/07/21
Item 16 (a-b)

JUN. 7. 2021 1:51PM NO. 351 P. 1

City of Las Vegas
Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

PRSRT
FIRST CLASS MAIL
U.S. Postage
PAID
Las Vegas, NV
Permit No. 1630

Return Service Requested
Official Notice of Public Hearing



RECEIVED
JUN 07 2021
Dept of Planning
City of Las Vegas

If you wish to file your protest or support on this request, check the appropriate box below and return this card in an envelope with postage to the Department of Planning at the address listed above, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. If you would like to contact your Council Representative, please call (702) 229-6405.

☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0230 and 21-0230-SUP1 and 21-0230-SDR1
Planning Commission Meeting of **06/08/2021**

21-0230
12517301014
DURANGO 95 MINI STORAGE PTNRS L L C
5105 S DURANGO DR # 100
LAS VEGAS NV 89113

139 ORDFNP1 89113

16(a-b)P

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
43a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0230-SUP1 - ABEYANCE ITEM - SPECIAL USE PERMIT - FOR A PROPOSED MINI-STORAGE FACILITY USE

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
43b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

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

PROTESTS RECEIVED BEFORE:		APPROVALS RECEIVED BEFORE:	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
44

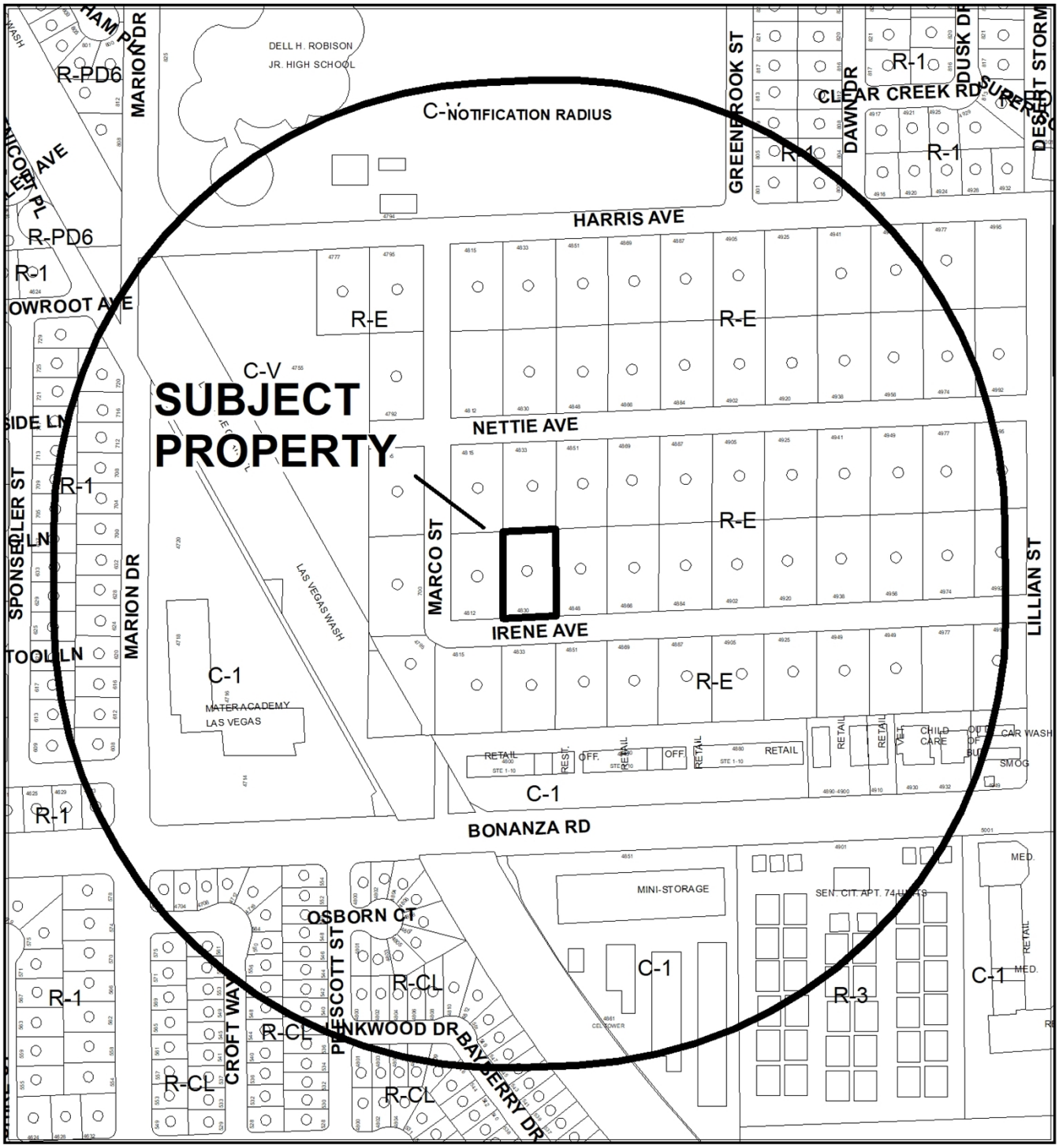
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0252 - PUBLIC HEARING - APPLICANT/OWNER: MARIA G. PEREZ DETORRES - For possible action on the following Land Use Entitlement project requests on 0.53 acres at 4830 Irene Avenue (APN 140-29-810-028), R-E (Residence Estates) Zone, Ward 3 (Diaz). The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda – Protest Postcards and Documentation Not Vetted – Protest Remarks and Double Marked Postcard
6. Backup Submitted for the August 10, 2021 Planning Commission Meeting



CASE: 21-0252

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

CASE: 21-0252

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: R-E (RESIDENCE ESTATES)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: MARIA G. PEREZ DETORRES

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0252-VAR1	Staff recommends DENIAL, if approved subject to conditions:	
21-0252-SUP1	Staff recommends DENIAL, if approved subject to conditions:	

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 16

NOTICES MAILED 223 (By City Clerk)

PROTESTS 5

APPROVALS 1

RM

** CONDITIONS **

21-0252-VAR1 CONDITIONS

Planning

1. A Variance is hereby approved to allow a three-foot rear setback for an existing Accessory Structure (Class II) [Stable] and to allow a three-foot side yard setback for another existing Accessory Structure (Class II) [Stable].

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.

21-0252-SUP1 CONDITIONS

Planning

1. Conformance to all Minimum Requirements under LVMC Title 19.12 for an Animal Keeping & Husbandry use.

2. A Special Use Permit is hereby approved to allow five (5) horses, five (5) cows, and seven (7) goats where three (3) horses OR cows are allowed and three (3) goats are allowed.

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is requesting a Variance to allow an existing horse stable to be located three-feet from the rear yard property line where five feet is required; another Variance to allow a second existing horse stable to be located three-feet from the side property line where five feet is required; and a Special Use Permit to allow five horses, five cows, and seven goats where three horses OR cows are allowed and three goats are allowed on 0.53 acres at 4830 Irene Avenue.

ISSUES

- Accessory Structures (horse stables) are required to be located five feet from the rear and side yard property line. The applicant is requesting a Variance to allow three-feet for each, which staff does not support.
- Title 19.12 permits one horse or cow per every 7,500 square feet of area and no more than three goats per every 20,000 square feet of area. The subject property is approximately 22980.5 square feet, which would allow three horses or cows and three goats. The applicant is requesting a Special Use Permit to allow five (5) horses, five (5) cows, and seven (7) goats on the 0.53-acre site. Staff does not support this request.

ANALYSIS

Located within the R-E (Residence Estates) zoning district, the subject site is a detached single-family residence with a horse stable in the northeast corner of the rear yard containing five horses, five cows, and seven goats.

Variance
Title 19.12 categorizes a horse stable as an “Accessory Structure (Class II),” which is described as “an accessory structure which is located on the same lot as a principal structure, is detached therefrom, is incidental or subordinate thereto, and does not qualify as an “Accessory Structure (Class I).” This land use is a Conditional Use within the R-E (Residence Estates) zoning district.

The Conditional Use Regulations include:

1. The use shall comply with all provisions of Section 19.06.040 applicable to accessory structure.
2. Any use that does not comply may be permitted only by means of a Variance.

The Title 19.06 requires an Accessory Structure (Class II) in the R-E (Residence Estates) zoning district to have a five-foot side and rear yard setback. The subject accessory structure is not able to meet this regulation and a Variance is requested to allow the existing horse stable to remain as constructed.

Variance applications are a mechanism to relieve a hardship that is the result of a site's physical characteristic such as exceptional topographic conditions, or an irregular shape.

No evidence of a unique or extraordinary circumstance has been presented, as the subject site is a rectangular shaped residential lot with no exceptional topography; therefore, staff is not able to support the requested Variance and is recommending denial. If approved, staff has added recommended Conditions of Approval.

Special Use Permit

The existing horse stable currently contains five (5) horses, five (5) cows, and seven (7) goats. Title 19.12 categorizes the raising, keeping and breeding of domestic or non-domestic animals as 'Animal Keeping & Husbandry.' The use must be ancillary to the principal use, and includes the keeping of animals for the development of animal products such as meat, fur or eggs, but does not include the keeping of animals as household pets or the breeding of domestic dogs and cats. The Animal Keeping & Husbandry land use is a Conditional Use in the R-E (Residence Estates) zoning district.

The Conditional Use Regulations include:

1. With respect to domestic animals:
    a. The applicant must submit to the Department, for administrative review and approval, a site plan with notes indicating the number and types of animals to be kept or reproduced on the premises.
    b. No more than three sheep or goats may be kept for each 20,000 square feet of land included in the building site.
    c. All operations and activities shall be in accordance with LVMC Title 7.
    d. No more than one horse or cow is permitted for each 7,500 square feet of lot area.
    e. In the R-D Zoning District, no more than two horses may be stabled on the building site, and the site must have a minimum net lot size of 18,000 square feet.

f. No cattle may be kept at any location south of Cheyenne Avenue.
g. Crowing roosters are prohibited.
h. In the R-1 and R-MH Zoning Districts, the use is limited to the keeping of chickens, in each case subject to the following limitations and requirements: i. The lot must be developed with a single family residence.
   ii. No more than ten chickens (hens) may be kept, and they must be kept solely for the production of eggs for personal consumption by the residents of the property. Chickens shall not be bred for sale or raised for slaughter.
   iii. Chickens must be contained at all times within a coop with a fenced-in run that is easily cleaned, well ventilated and large enough to provide for the free movement of the chickens.
   iv. Coop structures shall not be located closer than 20 feet to any primary structure on an adjacent lot.
   v. Except as otherwise approved by means of a Variance, coop structures shall comply with all requirements of LVMC Chapters 19.06 and 19.12 for an Accessory Structure (Class II) other than the requirement of aesthetic compatibility.
   vi. The property shall be maintained free of animal waste at all times, and shall comply with applicable requirements of LVMC Chapter 9.40 regarding odor nuisances.

2. With respect to non-domestic animals:
   a. Animals shall be confined at all times within a secured, enclosed or fenced area.
   b. For animals kept outdoors, the secured, enclosed or fenced area must be located at least 1500 feet from any residential dwelling, school, individual care center licensed for more than 12 children or public park.
   c. The site must have a minimum area of two acres.
   d. All operations and activities shall be in accordance with LVMC Title 7.
   e. Non-domestic animals are prohibited in the R-1 and R-MH Zoning Districts.
3. Whether animals are domestic or non-domestic:
   a. All structures must comply with applicable building and fire code requirements.
   b. In the C-PB, C-M and M Zoning Districts, the use shall be conducted entirely within an enclosed space, except that up to one quarter of the area containing the use may be located in the open air for ancillary educational purposes.

The applicant is not able to meet Conditional Use Regulation 1(d), and has requested a Special Use Permit in order to keep ten (10) horses where two (2) are allowed.

The Minimum Special Use Permit Requirements include:

*1. All operations and activities shall comply with the requirements of LVMC Title 7.
*2. All structures must comply with applicable building and fire code requirements.
*3. With respect to domestic animals:
    a. Crowing roosters are prohibited.
    b. In the R-1 and R-MH Zoning Districts, the use is limited to the keeping of chickens, in each case subject to the following limitations and requirements:
        i. The lot must be developed with a single family residence.
        ii. Chickens (hens) may be kept solely for the production of eggs for personal consumption by the residents of the property. Chickens shall not be bred for sale or raised for slaughter.
        iii. Chickens must be contained at all times within a coop with a fenced-in run that is easily cleaned, well ventilated and large enough to provide for the free movement of the chickens.
        iv. The property shall be maintained free of animal waste at all times, and shall comply with applicable requirements of LVMC Chapter 9.40 regarding odor nuisances.
        v. Except as otherwise approved by means of a Variance, coop structures shall comply with all requirements of LVMC Chapters 19.06 and 19.12 for an Accessory Structure (Class II) other than the requirement of aesthetic compatibility.
*4. Non-domestic animals are prohibited in the R-1 and R-MH Zoning Districts.

The subject site is does not meet Minimum Special Use Requirement Number Two (2), as the existing horse stable is located one-foot from the side and rear yard property lines where five feet is required. The applicant is requesting a Variance to allow the horse stable to remain as constructed. If the companion Variance is approved, the applicant would be able to meet the Minimum Special Use Requirements for the Animal Keeping & Husbandry land use. The Special Use Permit, if approved, would allow the applicant to maintain ten horses where two are allowed.

Staff is not able to support the requested Special Use Permit as the request is a 500 percent increase over what is conditionally allowed by Title 19.12 and is recommending denial of the Special Use Permit. Staff has added recommended Conditions of Approval if approved.

FINDINGS (21-0252-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 a horse stable without a building permit that would have ensured conformance to Title 19.06 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.

FINDINGS (21-0252-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.**

   Staff finds the intensity of the proposed use makes it not able to be conducted in a manner that is harmonious or compatible with the neighboring properties.

2. The subject site is physically suitable for the type and intensity of land use proposed.

The subject site is not physically suitable for the intensity of ten horses where two is conditionally allowed. Title 19.12 allows one horse or cow for every 7,500 square feet of lot area and three goats for every 20,000 square feet. If approved, this Special Use Permit would allow one horse or cow for every 4,356 square feet instead of 7,500 square feet of lot area and seven goats for every 22,980 square feet instead of three goats for every 20,000 square feet.

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.

Irene Avenue is a 30-foot wide (rural) residential street with no curb, gutter or sidewalk. It is adequate in size to meet the requirements of a residential use as the Animal Keeping & Husbandry' use is ancillary to the principal residential 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.

Five horses, five cows, and seven goats on a one-half acre residential lot could pose a public health safety issue if not properly maintained and animal waste is not disposed of on a regular basis.

5. The use meets all of the applicable conditions per Title 19.12.

The proposed use does not meet Minimum Special Use Requirement Number Two (2), as the existing horse stable is located three-feet from the side and rear yard property lines where five feet is required. The applicant is requesting a Variance to allow the horse stable to remain as constructed. If the companion Variance is approved, the applicant would be able to meet the Minimum Special Use Requirements for the Animal Keeping & Husbandry land use.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
04/19/21	Conditional Use Verification for Animal Keeping and Husbandry to allow 3 horses, 3 goats, 3 turkeys, and 50 chickens.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
08/10/21	The Planning Commission voted (7-0) to recommend DENIAL on the following Land Use Entitlement project requests on 0.53 acres at 4830 Irene Avenue (APN 140-29-810-028), R-E (Residence Estates) Zone, Ward 3 (Diaz). • **21-0252-VAR1** - VARIANCE - TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED] AND A THREE-FOOT REAR YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [STABLE] • **21-0252-SUP1** - SPECIAL USE PERMIT - FOR AN EXISTING ANIMAL KEEPING AND HUSBANDRY USE TO ALLOW FIVE COWS, FIVE HORSES, AND SEVEN GOATS

Most Recent Change of Ownership	
04/28/2014	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
1994	Construction Year

Pre-Application Meeting	
04/26/2021	Staff conducted a pre-application meeting with the applicant where the submittal requirements and deadlines were reviewed for a proposed Variance and Special Use Permit.

Neighborhood Meeting
A neighborhood meeting was not required, nor was one held.

Field Check	
07/08/21	During a routine field check staff observed a well-maintained single-family residence. Only the roof of the subject horse stable was visible from Irene Avenue.

Details of Application Request	
Site Area	
Net Acres	0.53

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
North	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
South	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
East	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)
West	Single Family, Detached	R (Rural Density Residential)	R-E (Residence Estates)

Master and Neighborhood Plan Areas	***Compliance***
No Applicable Master Plan Area	N/A
Special Area and Overlay Districts	***Compliance***
RP-O (Rural Preservation Overlay) District	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area	N/A
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.06, the following standards apply for an Accessory Structure:

Standard	***Required/Allowed***	***Provided***	***Compliance***
Min. Setbacks			
• Front	5 Feet	3 Feet	N*
• Side	5 Feet	3 Feet	N*

*A Variance is requested to allow a reduced side and rear yard setback.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Irene Avenue	Local Street	Title 13	30	N*

*Rural street with no curb, gutter or sidewalk.

Pursuant to Title 19.06 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, Detached	One	Two spaces per dwelling unit.	2				
Animal Keeping & Husbandry	5 Horses, 5 Cows, 7 Goats	No additional parking required beyond that which is required for the principal use on the site.	0				
Accessory Structure (Class II)	One [Stable]		0				
TOTAL SPACES REQUIRED			2		2		Y

RM

DEPARTMENT OF PLANNING

Application / Petition Form & Statement of Financial Interest

Department Use	
Case #	
Meeting Date	
Total Fee	
Received By/Date	

Case Type (Special Use Permit, Rezoning, Variance, Site Development Plan Review, etc) Variance

Project Address (Location) 4830 IRene AV las VEGAS NV 89110

Project Name martin TORRES **Proposed Use**

Assessor's Parcel #(s) 140298100 28 **Ward #**

General Plan: Existing Proposed **Zoning:** Existing Proposed

Additional Information

Property Owner Maria Torres Contact

Address 4830 Irene Ave City LV State NV Zip 89110

E-mail Phone

Applicant Maria Torres Contact

Address 4830 Irene Ave City LV State NV Zip 89110

E-mail Phone

Representative Contact

Address City State Zip

E-mail Phone

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

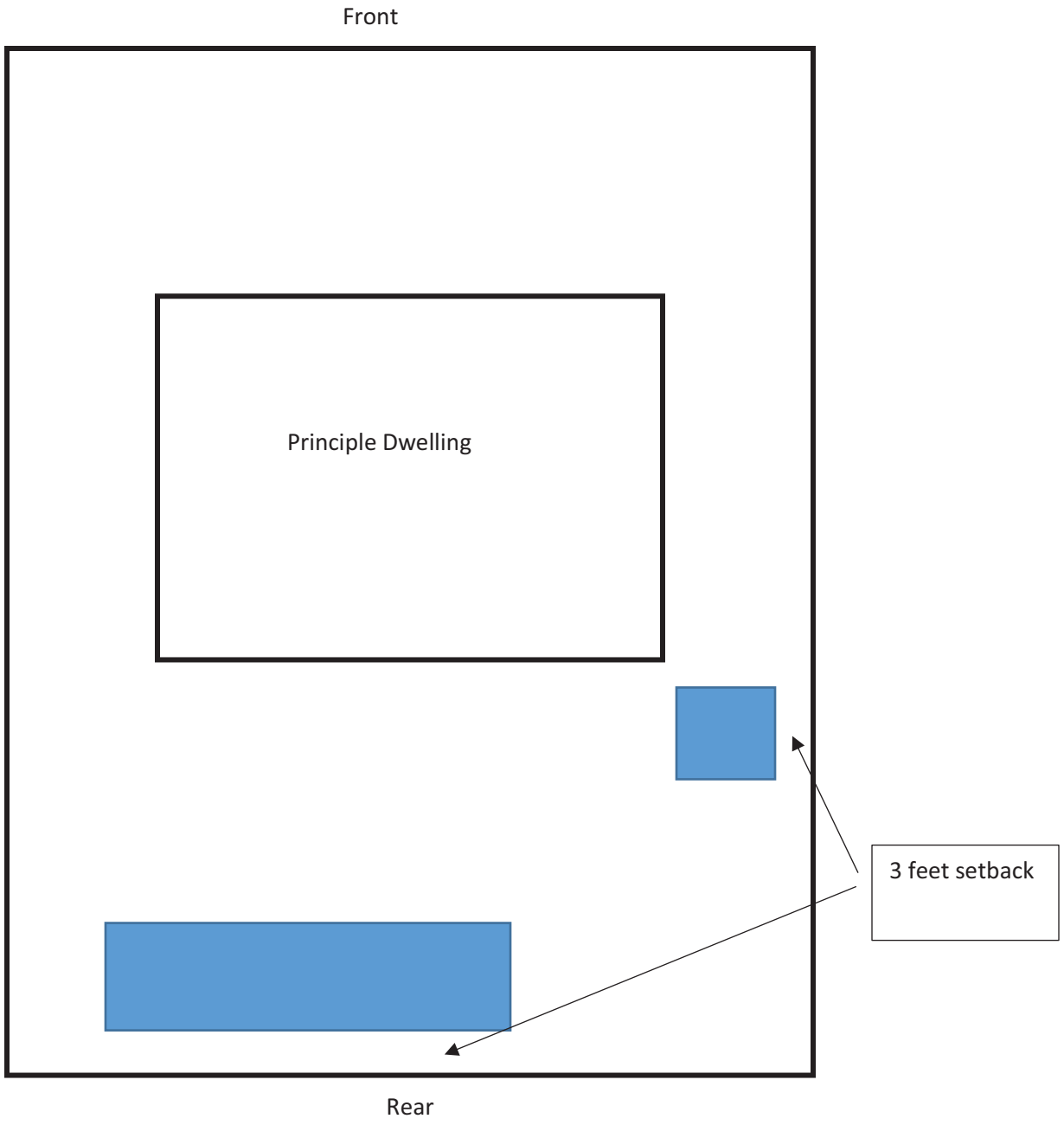
Print Name martin TORRES

21-0252
06/22/2021

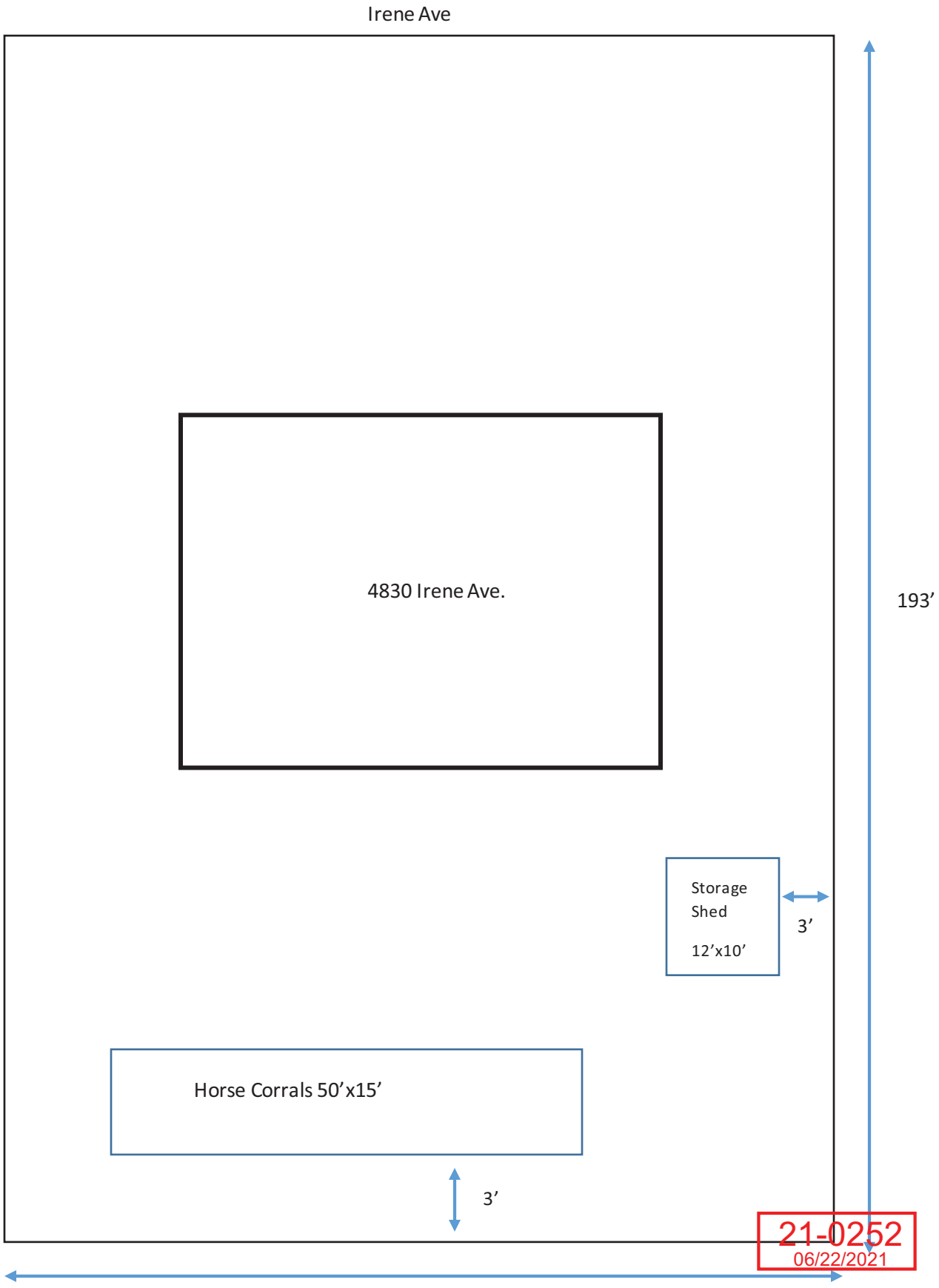
Subscribed and sworn before me

This day of 20

Notary Public in and for said County and State



21-0252
05/04/2021



21-0252
06/22/2021

21-0252-VAR1 AND 21-0252-SUP1 - APPLICANT/OWNER: MARIA G. PEREZ DETORRES
4830 IRENE AVENUE

07/08/2021

21-0252-VAR1 AND 21-0252-SUP1 - APPLICANT/OWNER: MARIA G. PEREZ DETORRES
4830 IRENE AVENUE

07/08/2021

21-0252-VAR1 AND 21-0252-SUP1 - APPLICANT/OWNER: MARIA G. PEREZ DETORRES
4830 IRENE AVENUE

07/08/2021

I am requesting a setback variance on two accessory structures.

1. I am requesting a rear setback variance to allow a 3 foot setback where 5 feet is required.
2. I am requesting a side setback variance to allow a 3 foot setback where 5 feet is required.

21-0252
05/04/2021

My name is Martin Hernandez and I live at 4830 Irene Ave. I am requesting a Special Use Permit to allow me to have 5 cows, 7 goats, and 5 horses.

I am requesting a setback variance on two accessory structures.

1. I am requesting a rear setback variance to allow a 3 foot setback where 5 feet is required.
2. I am requesting a side setback variance to allow a 3 foot setback where 5 feet is required.

21-0252
06/22/2021

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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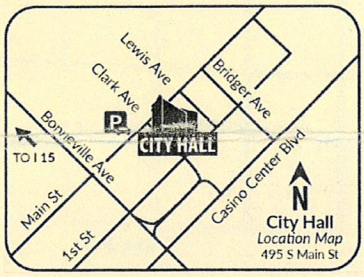

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0252 and 21-0252-VAR1 and 21-0252-SUP1

City Council Meeting of **09/01/2021**

21-0252
14029810035
BRITOS BRUCE & COLLEEN
4905 NETTIE AVE
LAS VEGAS NV 89110-2415

This is a ridiculous number of ANIMALS for a half acre!

Submitted after final agenda

13 FRDFNP1 0910

Items 44a - 44b

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Las Vegas, Nevada 89101
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☐ I SUPPORT this Request ☑ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0252 and 21-0252-VAR1 and 21-0252-SUP1
City Council Meeting of **09/01/2021**

21-0252
14029810032
KIMSEY MYRA J & JAMIE D
4851 NETTIE AVE
LAS VEGAS NV 89110-2418

1 3 FEDEX 1 6511 0

To whom it may concern:

I'm writing on behalf of the special permit 21-0252-sup1. Being a senior citizen in this community, along with many others in the Sunrise Manor development, we are set on 1/2 acres, to allow the following proposal to be awarded would be against the previous manifest stipulated in the city ordinance when we were purchasing our home, which were three horses per 1/2 acre, which is actually, realistically only 1/4 acre given the houses are set in the middle of property, then that being said, 5 cows, 5 horses, and 7 goats are ridiculous on a 1/4 acre, I feel, as do many others, they should relocate to a farming community to raise livestock. If the city would actually come out and inspect the acreage of said property then they would understand why this proposal should, in fact, not be approved.

Submitted after final agenda
Items 44a - 44b

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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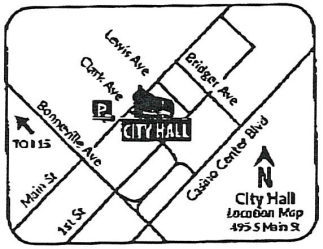

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0252 and 21-0252-VAR1 and 21-0252-SUP1

City Council Meeting of **09/01/2021**

NO

This is a part of the city, Not A Farm type community. so if this passes Next will be sheep, pigs, ect. where will it end? we have enough flys and varmits and pests already plus the smell. why even Have Codes when there subject to be broken?

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21-0252
14029810045
NEUWOHNER CHARLES & HELENE
4920 NETTIE AVE
LAS VEGAS NV 89110-2414

Submitted after final agenda
Items 44a - 44b

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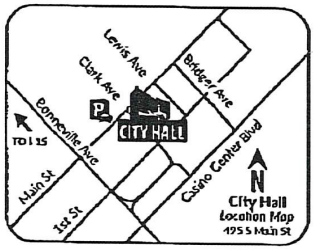

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

Please use available blank space on card for your comments. See attached letter which was presented regarding 1st group of Variance requests on Aug. 10, 2021

21-0252 and 21-0252-VAR1 and 21-0252-SUP1

City Council Meeting of **09/01/2021**

NO

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21-0252
14029810040
GRIFFIN THOMAS M & CLARICE J
4995 NETTIE AVE
LAS VEGAS NV 89110-2415

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FRDFNP1 89110

Submitted after final agenda
Items 44 - 46

Re: Variance Request

Aug. 25, 2021

August 16, 2021

21-0252

Re: Planning Commission Meeting of August 10, 2021
Variance Request #26 - #32

Attn: Olivia Diaz, Ward 3 Council
Carolyn Goodman, Mayor Las Vegas
Louis De Salvio, Commissioner Chief
Trinity Haven Schlottmann, Commissioner
Donna Toussaint, Commissioner
Sam Cherry, Commissioner

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I and several of my Neighbors attended the meeting on August 10th regarding the 1/2 acre residential properties bordering the streets of Lillian, Harris, Irene, and Marco. These 1/2 acre properties are inside the City Limits of Las Vegas, and have been designated as "Horse Properties" which have have been restricted by City and or County ordinance to 2 Horses per property since the establishment of Sunland Village. I have, as some of my other neighbors lived in this neighborhood for 30 plus years.

I was extremely disappointed in the lack of consideration we received at this meeting. Our Spokes Person (a recent retiree from Clark County) spoke prior to the meeting on every deposing concern. None of his remarks were obviously considered by this Committee, and were disregarded as with my objections, and my Neighbors who spoke as well against Items #26 thru #32 . All Items on these variances had been marked with "Staff recommends DENIAL". These recommendations were completely ignored, and the Planning Staff did not give the Commission any details or reason for their recommendation for denial.

These 1/2 acre homes each are set back leaving 1/4 of an acre for back yards with substantial and equal distance from each other on our side yards. Some Applicants proposing changes to their current properties were requesting the increase from 2 Horses to 5, and in some requests there were up to 10 Horses and an allowance for breeding. Also, there was the requests that there would be less than 3 feet to 0 feet on side yards encroachment upon their Neighbor's property line. Meaning that Horse Stables and Animal Husbandry will be located along their fence lines. Some of the Applicants request approval of existing Animal Boarding and Husbandry? Question? What animals do they already have, and what Las Vegas City Department will monitor the total number of animals as they continue to breed? I took a drive around my Neighborhood to look at some the Properties that are asking for existing allowances and zone variances and found that these Residents already had 6 Horses, stables along Neighbors fence lines. They had already built without permission or variance all that they were asking for. Is this how our City and County handle neighborhood issues...ask for forgiveness rather than permission? It was obvious that our concerns were dismissed, and especially disheartening to think Ms Diaz was not there to hear her own Constituents concerns and complaints.

Concerns: 5 Horses on a 1/4 acre is not only inhumane to the animal but a health concern as well. Consider the amount of manure and urine stench we are already subject to right now. I have a Neighbor on Irene that has built a Chicken coop right next to my back fence that appears to be at least 10-15 feet wide and 3xs as long that is filled with roosters and chickens that crow 24/7. There is a City Ordinance limiting Roosters to 2 per 1/2 as well, but they must have had 50-100 birds there at one time. I have advised animal control, Metro, and Code Enforcement without response. Having to catch them in cages in my yard, and upon returning them to my Neighbor was given the response of "oh no chickens here.." You can not imagine the smell of dead burning birds and feathers, but I can. The smell of manure and urine from the Horses is overwhelming in the Neighborhood when it rains, and speaking of water shortage...

Submitted after final agenda
Items 44a-44b

One would think that the Planning Commission would take into consideration the amount of water in the City it takes to provide for these animals. Most acreage that supports Animal Husbandry that are existing are on their own water wells. There are over sized dumpsters strewn along the roadside and in roads around my Residence, and I am told it is up to the Individuals how many times they are dumped weekly-monthly. So, consider the responsible Individuals that have already broken City Codes and how they will suddenly start storing and being considerate to their Neighbors by not allowing their manure to sit on the streets. Ask yourselves about the amount of Flies we are already subject to, and the fact you also have everything from Doctor's Offices to Restaurants sitting adjacent to the back yards to some of these Applicants on Bonanza. Doesn't that as a health issue concern you?

I contacted Code and Planning Commissions to be told it would cost anyone disputing these Variances up to $5,000. Combining all Applicants Requests at an individual cost of $500 per Variance . Not only is this unfair, it is near criminal that bad behavior is rewarded, and that being a law biding tax paying Resident since 1961 is simply disregarded. I am respectfully asking that you reconsider some of these changes in Variances, and that you understand how this Neighborhood could set a presidence for other "Horse Properties" throughout the Las Vegas Area in Residential Neighborhoods.

Sincerely

Clarice Griffin
4995 Nettie Ave
Las Vegas, Nv 89110

702 459 9454

p.1
(702) 452-6352
Aug 25 21 12:54p kenandmur

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Submitted after final agenda
Items 44a-44b

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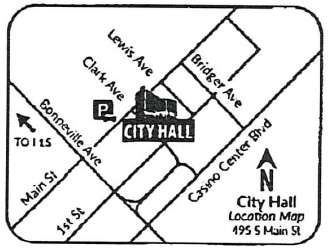

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Building ☒ I SUPPORT this Request ☐ I OPPOSE this Request animals

Please use available blank space on card for your comments.

21-0252 and 21-0252-VAR1 and 21-0252-SUP1

City Council Meeting of **09/01/2021**

21-0252
14029810057
LEWIS KENNETH C & M E REV LIV TR
LEWIS KENNETH C & MURIEL E TRS
4905 HARRIS AVE
LAS VEGAS NV 89110-2448

13 FRDFNP1 89110

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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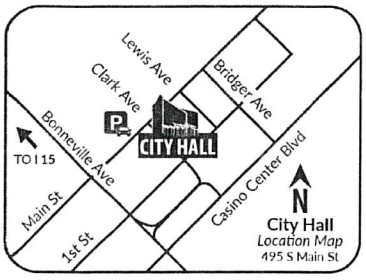

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☐ I SUPPORT this Request

☑ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0252 and 21-0252-VAR1 and 21-0252-SUP1
Planning Commission Meeting of **08/10/2021**

21-0252
14029810032
KIMSEY MYRA J & JAMIE D
4851 NETTIE AVE
LAS VEGAS NV 89110-2418

13 ORDFNP1 8910

Submitted at Planning Commission
Date 8/10/2021 Item 27a + b
by Erik Martinet

Oliva Diaz

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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A/SO: 4795 Nettie
5 - Horses 4 - Goats
OPPOSE

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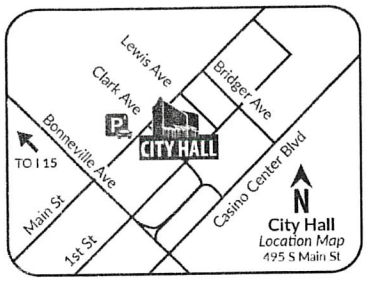
Permit No. 1630

4795 Harris
6 - Horses
OPPOSE



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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0252 and 21-0252-VAR1 and 21-0252-SUP1
Planning Commission Meeting of **08/10/2021**

21-0252
14029810040
GRIFFIN THOMAS M & CLARICE J
4995 NETTIE AVE
LAS VEGAS NV 89110-2415

Don Barg
4992 - Nettie

code enforcement
229 - 4922

13 DRDFNP1 89110

Submitted at Planning Commission

Date 8/10/2021 Item 27 a & b

by Clarice Griffin

p.1

(702) 452-6352

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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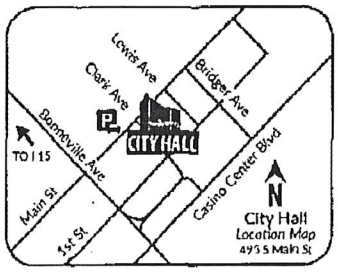

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City of Las Vegas

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0252 and 21-0252-VAR1 and 21-0252-SUP1
Planning Commission Meeting of **08/10/2021**

21-0252
14029810057
LEWIS KENNETH C & M E REV LIV TR
LEWIS KENNETH C & MURIEL E TRS
4905 HARRIS AVE
LAS VEGAS NV 89110-2448

kenandmur

Aug 02 21 11:43a

27a-b A

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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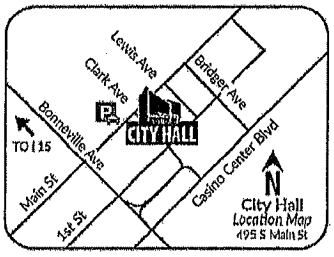

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☒ I OPPOSE this Request

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21-0252 and 21-0252-VAR1 and 21-0252-SUP1
Planning Commission Meeting of **08/10/2021**

21-0252
14029810035
BRITOS BRUCE & COLLEEN
4905 NETTIE AVE
LAS VEGAS NV 89110-2415

Too many Animals
it's only ½ acre

AUTO SCHEDULED 891 10

27a-b P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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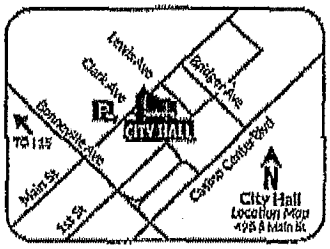

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Planning Commission Meeting of **08/10/2021**

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City of Las Vegas

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21-0252
14029810043
COSPER SUSAN EDITH REVOCABLE
LIVING TRUST
COSPER SUSAN EDITH TRS
4956 NETTIE AVE
LAS VEGAS NV 89110-2414

27a-bP

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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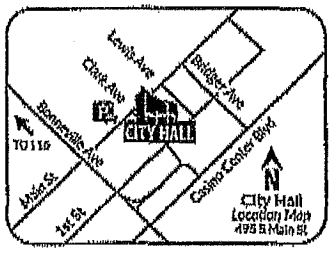

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21-0252 and 21-0252-VAR1 and 21-0252-SUP1

Planning Commission Meeting of **08/10/2021**

A/So. 4795 Nettie
5 – Horses 4 – Goats
4795 Harris
6-Horses
OPPOSE

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City of Las Vegas

21-0252
14029810040
GRIFFIN THOMAS M & CLARICE J
4995 NETTIE AVE
LAS VEGAS NV 89110-2415

Don Barg
4992-Nettie
code enforcement
229-4922

27a-bP

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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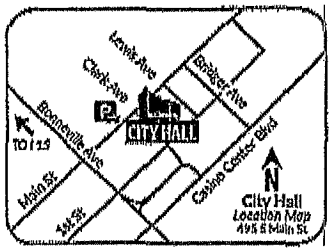

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City of Las Vegas

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☐ I SUPPORT this Request ☑ I OPPOSE this Request

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21-0252 and 21-0252-VAR1 and 21-0252-SUP1
Planning Commission Meeting of **08/10/2021**

21-0252
14029810032
KIMSEY MYRA J & JAMIE D
4851 NETTIE AVE
LAS VEGAS NV 89110-2418

27a-6P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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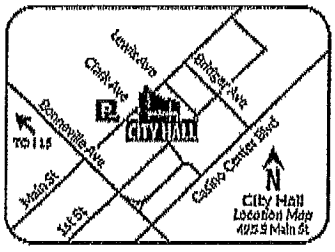

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Dept of Planning
City of Las Vegas

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0252 and 21-0252-VAR1 and 21-0252-SUP1

Planning Commission Meeting of **08/10/2021**

21-0252
14029810045
NEUWOHNER CHARLES & HELENE
4920 NETTIE AVE
LAS VEGAS NV 89110-2414

27a-bP

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
44a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0252-VAR1 - VARIANCE - TO ALLOW A THREE-FOOT SIDE YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [SHED] AND A THREE-FOOT REAR YARD SETBACK WHERE FIVE FEET IS REQUIRED FOR AN EXISTING ACCESSORY STRUCTURE (CLASS II) [STABLE]

C.C.: 09/01/2021

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	1
City Council Meeting	4	City Council Meeting	0

RECOMMENDATION:
Staff recommends DENIAL, if approved, 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: September 1, 2021

Agenda Item No.:
44b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0252-SUP1 - SPECIAL USE PERMIT - FOR AN EXISTING ANIMAL KEEPING AND HUSBANDRY USE TO ALLOW FIVE COWS, FIVE HORSES, AND SEVEN GOATS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	1
City Council Meeting	4	City Council Meeting	0

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend DENIAL.

BACKUP DOCUMENTATION:
1. Consolidated Backup

Consistent with the City's sustainability efforts to reduce paper use, backup documentation pertaining to related items will appear as backup under the first item. This item includes such consolidated backup documentation. Please refer to the first related application in the subject line of the Agenda Summary Page.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
45

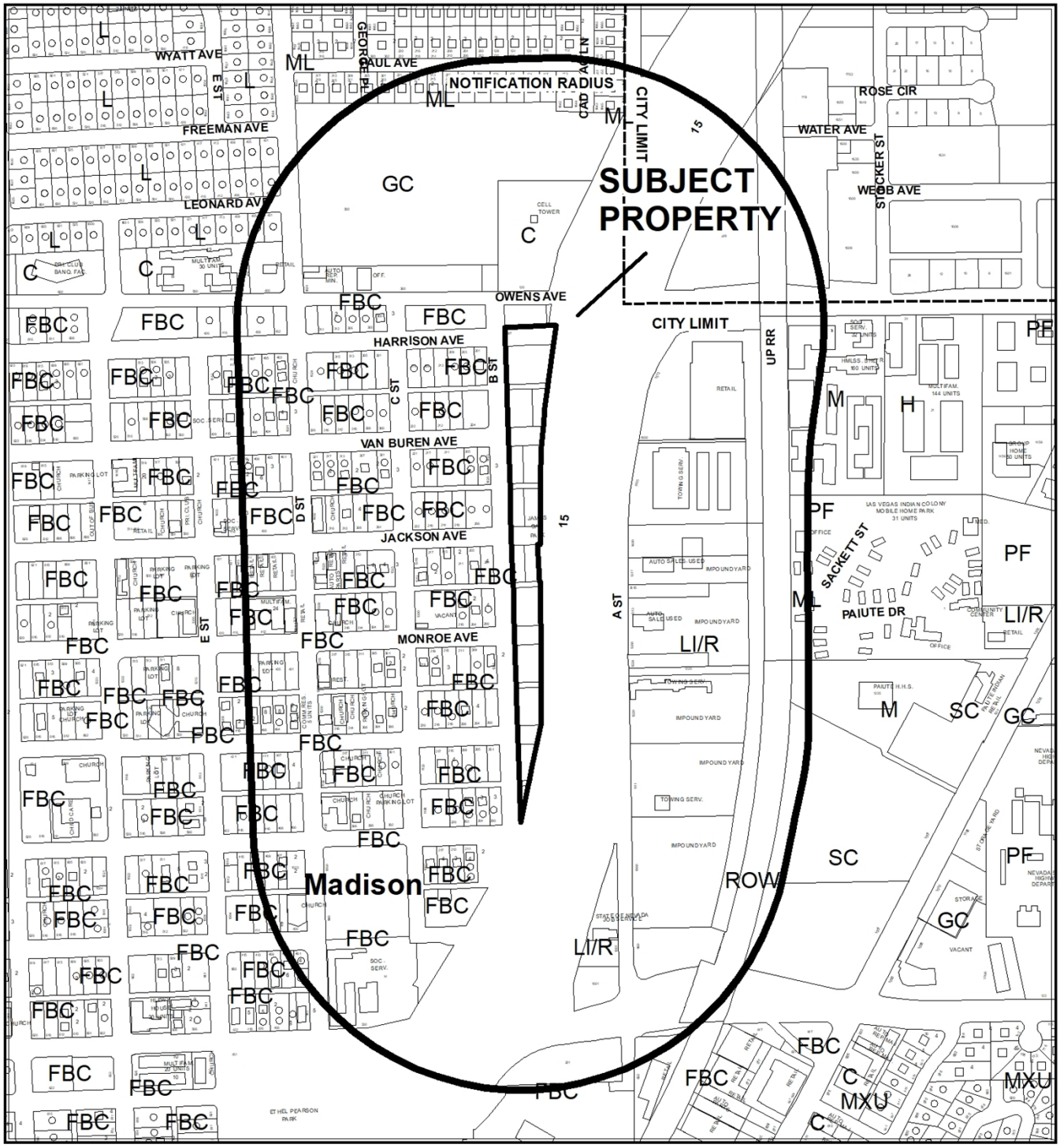
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0341 - PUBLIC HEARING - APPLICANT/OWNER: CITY OF LAS VEGAS - For possible action on the following Land Use Entitlement project requests on 4.42 acres on the west side of Interstate 15 between Owens Avenue and Jefferson Avenue (APNs multiple), Ward 5 (Crear). The Planning Commission (6-0-1 vote) and Staff recommend 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 (6-0-1 vote) and Staff recommend APPROVAL on the Land Use Entitlement project.

BACKUP DOCUMENTATION:
1. Location and Aerial Maps - 21-0341-GPA1
2. Land Use Map - 21-0341-GPA1
3. Location and Aerial Maps
4. Land Use Map - 21-0341-ZON1
5. Staff Report
6. Supporting Documentation
7. Photo(s)
8. Justification Letter
9. Submitted after Final Agenda – Support Postcards
10. Submitted at Meeting – Letter of Protest from Shondra Summers-Armstrong, Concern Letter from Nevada Conservation League with Resource Links and Concern Email from Clean Transportation For All Campaign by Shondra Summers-Armstrong
11. Backup Documentation Submitted for the July 13, 2021 Planning Commission Meeting



0 425 850 Feet

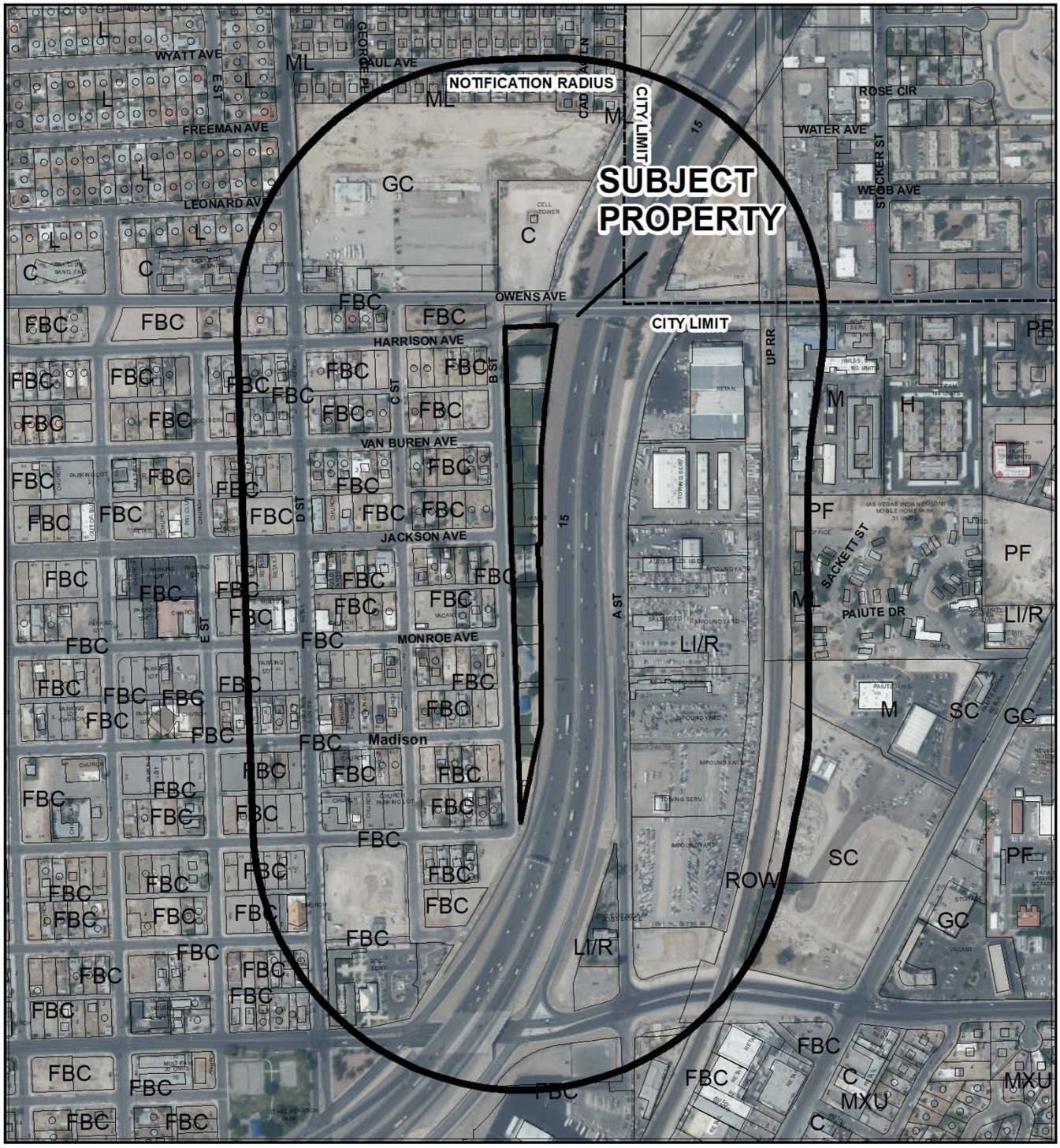
CASE: 21-0341-GPA1

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: ROW (RIGHT-OF-WAY)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: FBC (FORM-BASED CODE)

N



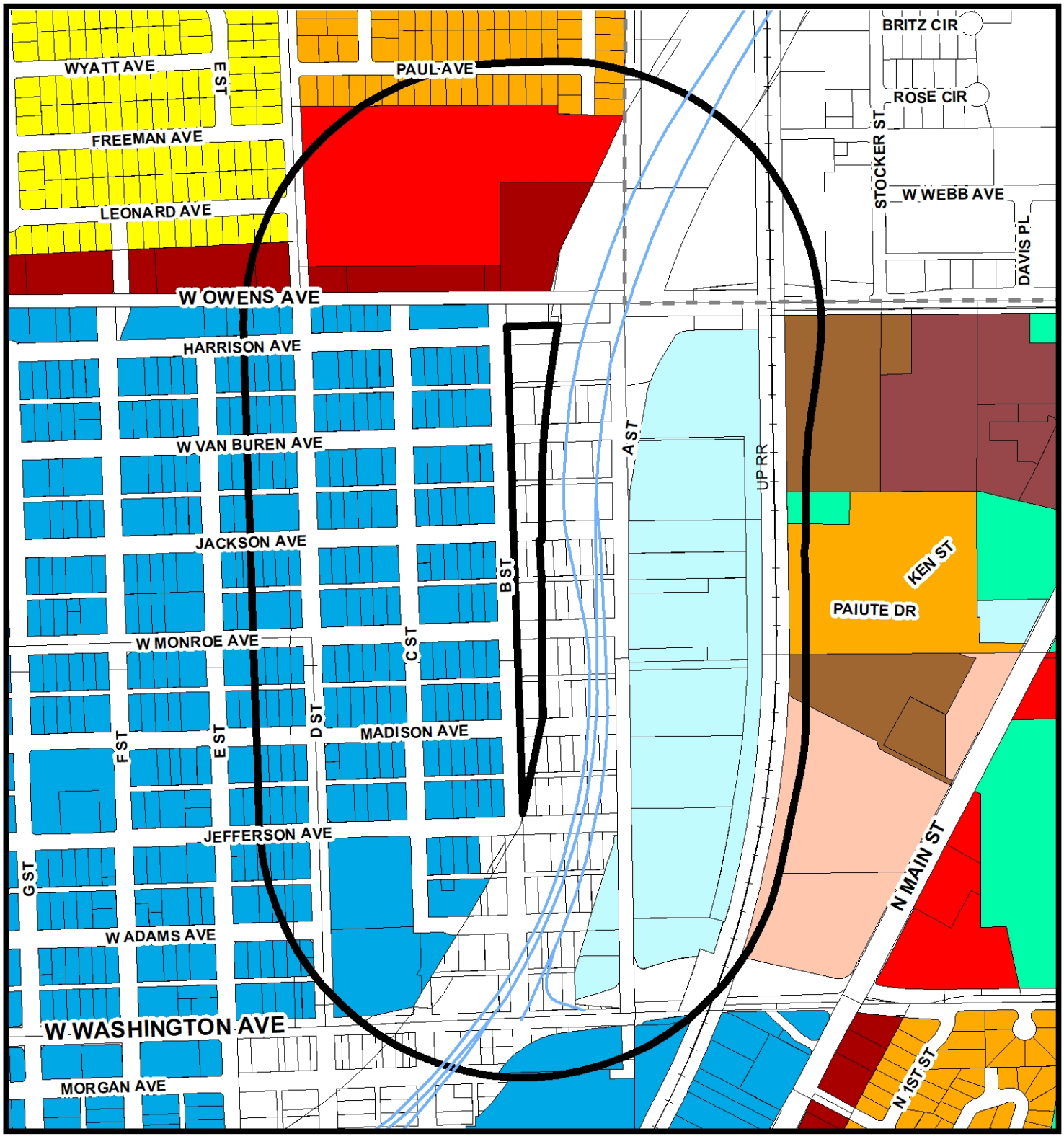
CASE: 21-0341-GPA1

RADIUS: 1000 FEET

GENERAL PLAN OF SUBJECT PROPERTY: ROW (RIGHT-OF-WAY)

PROPOSED GENERAL PLAN OF SUBJECT PROPERTY: FBC (FORM-BASED CODE)

21-0341-GPA1



General Plan

- Rural Neighborhood Preservation
- Rural Estates
- Desert Rural
- Rural
- Low
- Medium Low
- Medium Low Attached
- Medium
- High
- Form-Based Code
- Neighborhood Mixed Use Center
- Transit Oriented Corridor -1
- Transit Oriented Corridor -2
- Transit Orented Development - 1
- Transit Orented Development - 2
- 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 ROW TO FBC

Subject Property

1000ft Buffer

City Limits

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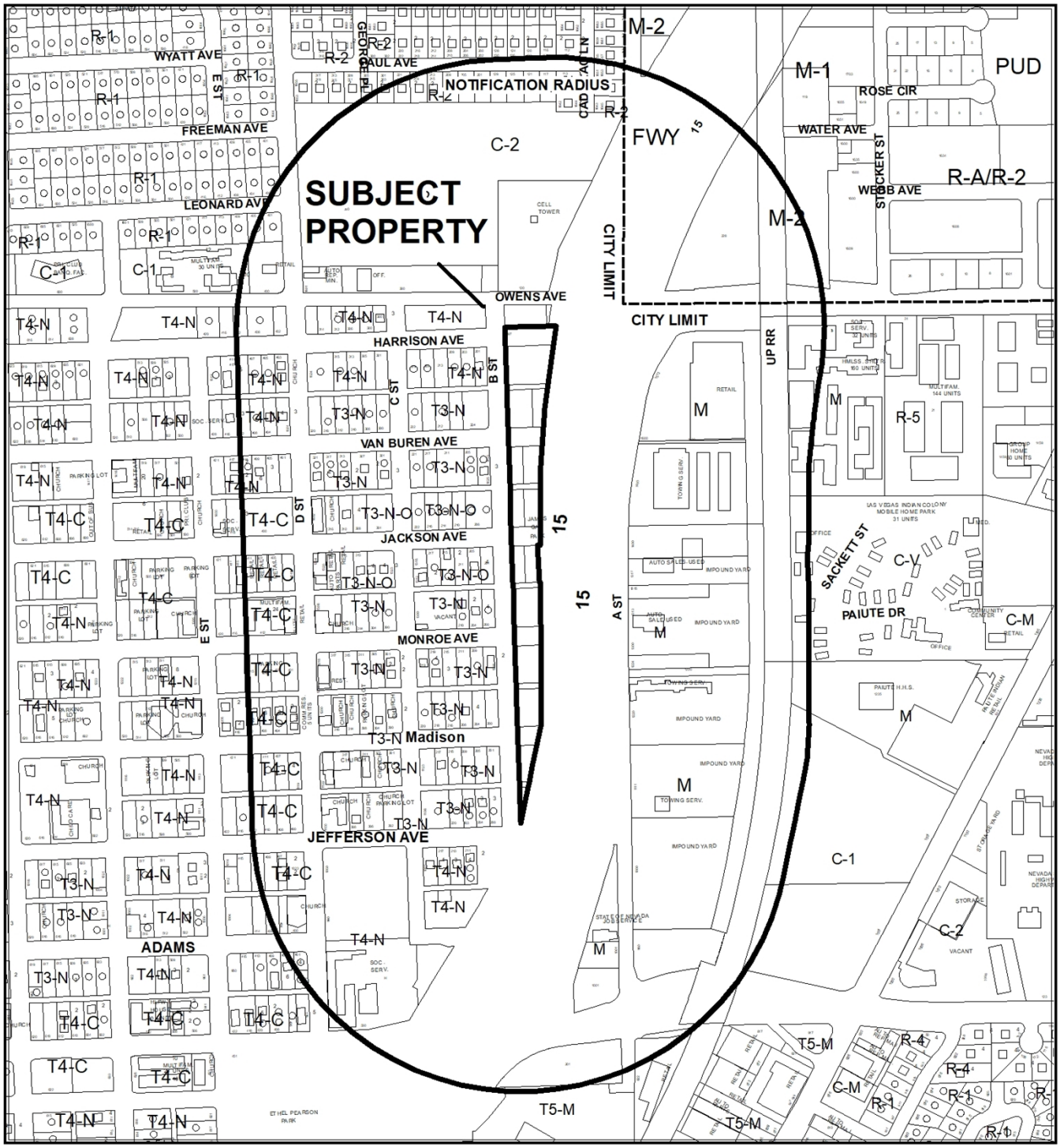
Geographic Information System
Planning & Development Dept.
702-229-6301

Date: Monday, June 21, 2021



CASE: 21-0341

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: UNDESIGNATED

PROPOSED ZONING OF SUBJECT PROPERTY: T4-M (T4 MAKER)

0 425 850 Feet

CASE: 21-0341

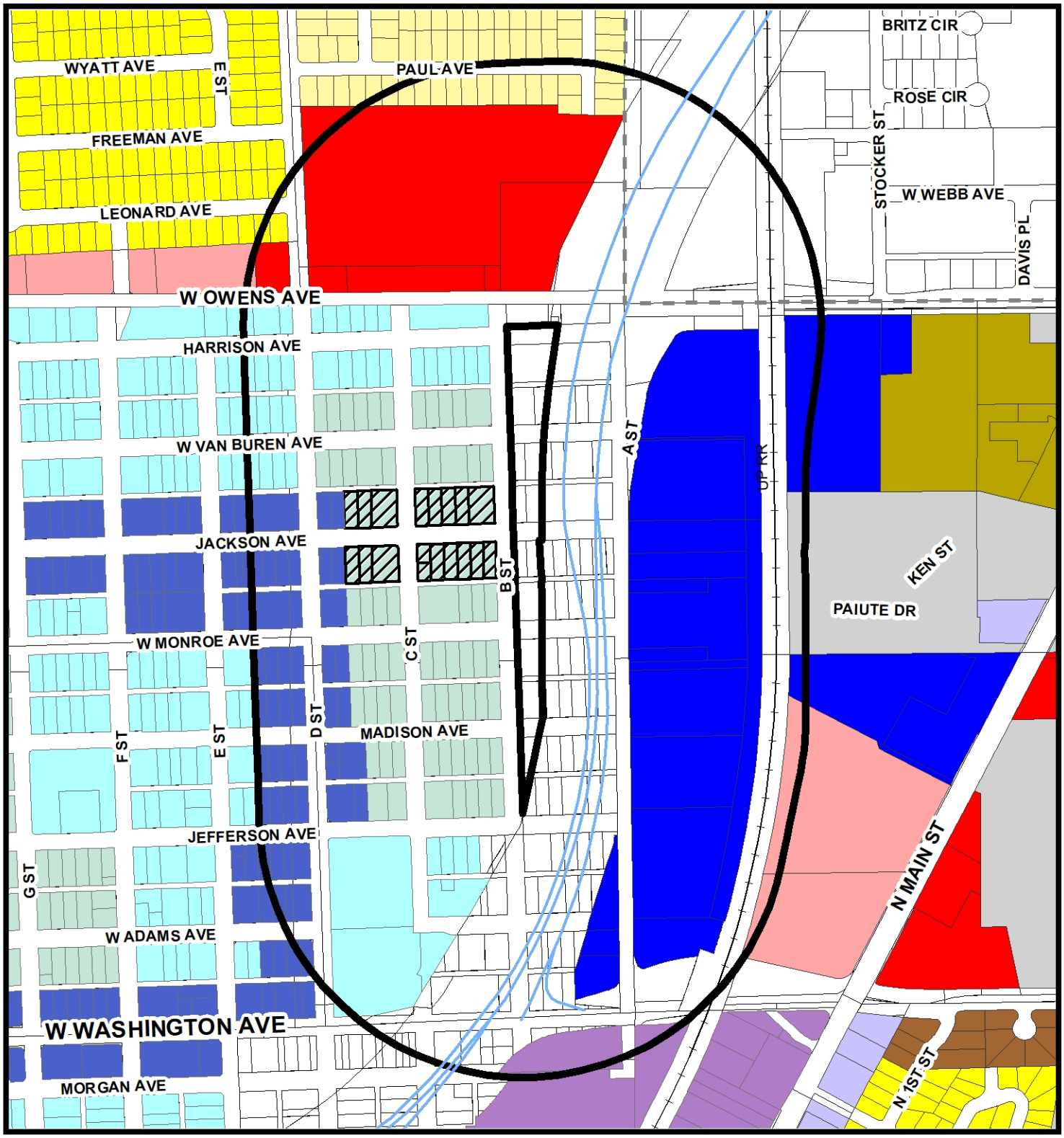
RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: UNDESIGNATED

PROPOSED ZONING OF SUBJECT PROPERTY: T4-M (T4 MAKER)

N

21-0341-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
- T3-N
- T3-N-O (Open)
- TD - Traditional Development
- PD - Planned Development
- T-C - Town Center

FROM UNDESIGNATED TO T4-M

- 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, June 24, 2021

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: CITY OF LAS VEGAS

** STAFF RECOMMENDATION(S) **

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0341-GPA1	Staff recommends APPROVAL.	
21-0341-ZON1	Staff recommends APPROVAL.	21-0341-GPA1

** NOTIFICATION **

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 14

NOTICES MAILED 206 (By City Clerk)

PROTESTS 0

APPROVALS 0

SS

**** STAFF REPORT ****

PROJECT DESCRIPTION

The City of Las Vegas is requesting a General Plan Amendment and Rezoning of 4.42 acres of land commonly known as James Gay III Park, generally located along the west side of Interstate 15 between Owens Avenue and Jefferson Avenue. If approved, these actions will allow for regulation of development under Title 19.09 (Unified Development Code – Form-Based Code).

ISSUES

- The proposed General Plan Amendment and Rezoning was abeyed at the applicant's request to allow additional time for recordation of an Order of Vacation and Parcel Map associated with this site.
- The subject area is identified in the Vision 2045 Downtown Las Vegas Master Plan and the HUNDRED Plan as part of the Historic Westside District.

ANALYSIS

The city's General Plan was amended in 2018 to allow for the FBC (Form-Based Code) land use category for all land parcels in the Downtown area as authorized by the Vision 2045 Downtown Las Vegas Master Plan. As part of the implementation of the Vision 2045 Master Plan, land use designations in the Historic Westside District (exempting James Gay and Ethel Pearson Parks) were redesignated FBC and rezoned to various form-based transect zones based on extensive input from the surrounding community (20-0166-GPA1 and 20-0166-ZON1) on January 20, 2021.

Although the City of Las Vegas owns and controls the land on which James Gay Park is situated, the area could not be included in the 20-0166 actions because it was still designated public right-of-way. In addition, the originally platted lots, streets and alleys that comprise the site still remained. In order to prepare the site, through a multi-step process the portion that did not consist of street and alley right-of-way was converted to taxable land through the Clark County Assessor, and the City then petitioned to vacate its interest in the streets and alleys. Finally, all land parcels making up the park area were consolidated into a single lot that could be redesignated through General Plan Amendment and Rezoning actions.

By changing the land use designation and rezoning, the vision for fully integrating the park into the plan to revitalize the Historic Westside District can be realized. The HUNDRED (Historic Urban Neighborhood Design Redevelopment) Plan for the Historic Westside Community recognizes this area as a landmark neighborhood with many strengths but in need of changes to reach its potential. One of the eight Big Ideas put forth by the HUNDRED Plan is to reclaim James Gay Park, which has been closed since 2013 due to public safety concerns. In developing the plan, the community stressed the need for amenities in and near the park to keep it active. This included the opportunity for the site to feature mixed uses as part of any future development.

The proposed T4-M (T4 Maker) transect zoning district on this site is a unique designation that would allow not only for continuation of the park, but also accommodate a variety of building types that can host residential, retail, office, service, and agricultural uses. The form of development can be characterized as medium intensity with medium to large building footprints with small setbacks. The “Maker” designation relates to opportunities for light industry that are compatible with the adjacent T4-N (T4 Neighborhood) and T3-N (T3 Neighborhood) transect zoning districts, as well as capitalizing on its proximity to Interstate 15.

Title 19.16.090(R) describes the criteria required for property to be considered for rezoning to a Form-Based Code zoning district or transect zone. At least one of the following is required:

1. The site is located within the boundaries of the Downtown Las Vegas Overlay District (DTLV-O);
2. The minimum site area is 40 acres, measured as the outer boundary of all aggregated parcels proposed for rezoning;
3. The minimum site area is 20 acres, measured as the outer boundary of all parcels proposed for rezoning and
   a. Comprises adjacent parcels all of which are under documentable common ownership and
   b. The rezoning is related to a specific development proposal concerning which a Site Development Plan application will be considered concurrently.
4. The site is adjacent to property already zoned with a Form-Based zoning district.

The proposed Rezoning meets Criteria 1 and 4. James Gay Park is located within the DTLV-O and is adjacent to other parcels within the Historic Westside District that are zoned with multiple form-based zoning districts.

The proposal is supported by the Vision 2045 Downtown Las Vegas Master Plan, the HUNDRED Plan and the 2050 Las Vegas Master Plan. Staff recommends approval. If approved, the form-based code regulating plan for the Historic Westside District will be updated accordingly.

FINDINGS (21-0341-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 amendment to the FBC (Form-Based Code) land use designation is compatible with the density and intensity of existing adjacent land uses. This designation emphasizes the form of the built environment over density and land use.

2. **The zoning designations allowed by the proposed amendment will be compatible with the existing adjacent land uses or zoning districts,**

   The form-based zoning designations allowed by the proposed amendment to FBC (Form-Based Code) will be compatible with the existing adjacent zoning districts and land uses, which include low-density single family residential and medium-density multi-family residential to the west. The area to the north, south and east is public right-of-way.

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 Historic Westside District is a mature neighborhood that contains sufficient transportation, utility and recreational infrastructure to accommodate the uses permitted by the proposed amendment. The proposed amendment is intended to supplement and enhance the current resources in this area.

4. **The proposed amendment conforms to other applicable adopted plans and policies.**

   The proposed amendment is consistent with the policies and objectives of the Vision 2045 Downtown Las Vegas Master Plan, The HUNDRED Plan, Las Vegas Redevelopment Plan and the 2050 Las Vegas Master Plan.

FINDINGS (21-0341-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 the associated General Plan Amendment to FBC (Form-Based Code) is approved on this site, the proposed T4-M (T4 Maker) form-based zoning district would conform to the FBC land use 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.**

   Within form-based zoning districts, the importance of use is minimized and the built form is emphasized. However, the land uses allowed under the T4-M zoning district were adopted based on a multi-year planning process and public review; they are intended to be compatible with the surrounding land uses and zoning districts.

3. **Growth and development factors in the community indicate the need for or appropriateness of the rezoning.**

   To fulfill the vision of the Historic Westside District as a diversified and walkable destination for both entertainment and residential services and amenities, the proposed Rezoning is recommended to integrate James Gay Park with plans to revitalize this neighborhood.

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 existing local streets providing access to this site are adequate in size to meet the requirements of the T4 Maker zoning district. Additional road improvements may be implemented in the future to improve visibility and walkability in this area.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
02/18/70	The Board of City Commissioners approved a report from the Mayor's Study Committee recommending improvements to the west side of the proposed Interstate 15 through West Las Vegas within NDOT right-of-way, including mini-parks.
1974	The City of Las Vegas entered into a multi-use agreement with the Nevada Department of Transportation to construct mini-parks within NDOT right-of-way (Interstate 15) between Owens Avenue and Bonanza Road. The term of the agreement expired in 2014.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
07/12/99	The City Council approved a Resolution (R-75-99) designating James Gay III Park, Ethel Pearson Park and Fitzgerald Tot Lot as children's parks pursuant to LVMC 13.56. This restricted park use to adults with accompanying children only.
11/07/01	The City Council approved a Resolution (R-140-2001) authorizing the Director of Field Operations of the City of Las Vegas to secure grant funds from the National Park Service to rehabilitate James Gay III Park with a jog track, restroom, skate park, perimeter fencing and playground area.
09/15/10	The City Council adopted Ordinance 6112, which designated the portion of James Gay III Park between Harrison Avenue and Van Buren Avenue for adult use, whether or not there are accompanying children, along with other related park matters.
10/07/15	The City Council approved a Resolution (R-59-2015) consenting to a Relinquishment and Land Transfer Agreement with NDOT to relinquish public right-of-way known as James Gay III Park, Ethel Pearson Park and adjacent right-of-way at 197 West Harrison Avenue and 451 West Washington Avenue.
04/11/16	The NDOT Transportation Board of Directors approved a resolution for relinquishment (SUR 15-07) of NDOT right-of-way at Interstate 15 between Owens Avenue and Bonanza Road to the City of Las Vegas.
01/20/21	The City Council approved a General Plan Amendment (20-0166-GPA1) to amend a portion of the Southeast Sector Land Use Map of the General Plan from: L (Low Density Residential), ML (Medium Low Density Residential, M (Medium Density Residential), H (High Density Residential), MXU (Mixed Use), C (Commercial), LI/R (Light Industry/Research) and PF (Public Facilities) to: FBC (Form-Based Code) on approximately 603.00 acres bounded by Owens Avenue on the north, Interstate 15 and Main Street on the east, U.S. 95 on the south and Martin L. King Boulevard on the west. The Planning Commission and staff recommended approval.
1/20/21	The City Council approved a Rezoning (20-0166-ZON1) from: R-E (Residence Estates), R-1 (Single Family Residential), R-2 (Medium-Low Density Residential), R-3 (Medium Density Residential), R-4 (High Density Residential), R-5 (Apartment), C-1 (Limited Commercial), C-2 (General Commercial), C-M (Commercial/Industrial), M (Industrial), C-V (Civic) and Undesignated (Formerly Right-Of-Way) to: T3-N (T3 Neighborhood), T3-N-O (T3 Neighborhood-Open), T4-N (T4 Neighborhood), T4-MS (T4 Main Street), T4-C (T4 Corridor), T4-M (T4 Maker), T5-N (T5 Neighborhood), T5-C (T5 Corridor) and T5-M (T5 Maker) on approximately 603.00 acres bounded by Owens Avenue on the north, Interstate 15 and Main Street on the east, U.S. 95 on the south and Martin L. King Boulevard on the west. The Planning Commission and staff recommended approval.

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
05/19/21	The City Council approved a Petition to Vacate (21-0112-VAC1) public right-of-way generally located on the west side of Interstate 15 between Owens Avenue and Jefferson Avenue. Recordation of an Order of Vacation is pending recordation of a parcel map to consolidate lots that comprise the James Gay III Park area.
07/13/21	The Planning Commission voted (7-0) to hold in ABEYANCE 21-0341-GPA1 and 21-341-ZON1 to the August 10, 2021 Planning Commission meeting.
08/10/21	The Planning Commission voted (6-0-1) to recommend APPROVAL on the following Land Use Entitlement project requests on 4.42 acres on the west side of Interstate 15 between Owens Avenue and Jefferson Avenue (APNs multiple), Ward 5 (Crear). • **21-0341-GPA1** - GENERAL PLAN AMENDMENT - FROM: ROW (RIGHT-OF-WAY) TO: FBC (FORM-BASED CODE) • **21-0341-ZON1** - REZONING - FROM: UNDESIGNATED TO: T4-M (T4 MAKER)

Most Recent Change of Ownership	
08/09/16	An NDOT Resolution of Relinquishment of Interest in a portion of Interstate 15 right-of-way generally located between Owens Avenue and Bonanza Road to the City of Las Vegas was recorded.

Related Building Permits/Business Licenses	
09/20/02	A building permit (#02017255) was issued for a prefabricated restroom building at 197 Harrison Avenue.
Spring 2003	A wrought iron fence was constructed around the perimeter of James Gay III Park.
05/14/07	A building permit (#07001572) was issued for a shade structure at 1500 “B” Street. The permit was finalized 11/21/07.
05/14/07	A building permit (#07001573) was issued for a shade structure at 1500 “B” Street. The permit was finalized 11/20/07.

Pre-Application Meeting
A pre-application meeting was not held, as this was a city initiated request.

Neighborhood Meeting	
07/08/21	A neighborhood meeting was held in-person and virtually via livestream at the Historic Westside School, 330 West Washington Avenue in Las Vegas. Approximately 40 persons attended at the venue. Comments from those who attended the meeting indicated the community was mixed concerning the request. They included the following: • Green spaces are needed in and throughout the community. • Appreciate what the City is trying to do in this area, but resources could be better used to support the homeless. • Why the focus on James Gay Park? More rooftops are needed. • The form-based code is inconsistent with the HUNDRED Plan. • Residential redevelopment is needed. Issue with pocket co-ops versus actual supermarkets. • The City needs to focus efforts on partnerships for redevelopment • How do we begin to address providing service to the homeless? • Rezoning does not benefit the community whatsoever. We do not need another community garden; vertical gardening in a desert environment is unsuitable. • Invest in community housing, but do not use eminent domain. • This request feels out of order. There is bigger and more impactful work that needs to happen here. • Interest in bridging the gap between residents, the homeless and any new development here. • How can my company get involved with implementation of the HUNDRED Plan? • Concern for the effects of heat on health • Concern about any zoning that places housing adjacent to a freeway. Urban greenways are not substitutes for open space.

Field Check	
03/02/21	The area proposed to be vacated is part of a well maintained public park behind a wrought iron fence. The park is currently closed to the public. There is landscaping, signage, public utilities, picnic shelter and/or playground equipment within multiple rights-of-way. No right-of-way included in this request consists of improved roadways.

Details of Application Request	
Site Area	
Net Acres	4.42

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Public Park or Playground	Undesignated	Undesignated
North	Right-of-Way	Right-of-Way	Right-of-Way
South	Interstate 15 ROW	Right-of-Way	Right-of-Way
East	Interstate 15 ROW	Right-of-Way	Right-of-Way
West	Undeveloped	FBC (Form Based Code)	T4-N
	Multi-Family Residential		
	Undeveloped	FBC (Form Based Code)	T3-N
	Single Family, Detached		
	Multi-Family Residential		
	Single Family, Detached	FBC (Form Based Code)	T3-N-O
	Multi-Family Residential		

Master and Neighborhood Plan Areas	***Compliance***
2050 Master Plan Area: Downtown Las Vegas	Y
Vision 2045 Downtown Las Vegas Master Plan (Historic Westside District)	Y
The HUNDRED Plan	Y
West Las Vegas Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (175 Feet)	N/A
DTLV-O (Downtown Las Vegas Overlay) District - Area 3	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 the Unified Development Code (LVMC Title 19), the following standards apply. Rather than achieving a specified density, form-based codes emphasize standards resulting in a desired built form.

Proposed General Plan	*Permitted Density*
FBC (Form-Based Code)	N/A, subject to height and form limitations in each transect zone

Proposed Zoning	*Primary Characteristics*
T4-M (T4 Maker)	Up to 4 stories (3 stories accessory) Small to no setbacks Medium to large lot width Medium to large building footprint

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) General Plan Amendment, Rezoning

Project Address (Location) West side of Interstate 15 between Owens Avenue and Jefferson Avenue

Project Name James Gay III Park **Proposed Use**

Assessor's Parcel #(s) 139-27-111-097 through 109; 139-27-211-066 through 068 (and below) **Ward #** 5

General Plan: Existing undesignated Proposed FBC **Zoning:** Existing undesignated Proposed T4-M

Additional Information 139-27-199-067, 068, 070, 072, 074, 076, 078, 081; 139-27-299-082, 084 , 086

(all parcels to be remapped prior to public notification)

Property Owner City of Las Vegas Contact Michael Howe

Address 495 S Main Street City Las Vegas State NV Zip 89101

E-mail mhowe@lasvegasnevada.gov Phone

Applicant City of Las Vegas Contact Michael Howe

Address 495 S Main Street City Las Vegas State NV Zip 89101

E-mail mhowe@lasvegasnevada.gov Phone

Representative Contact

Address City State Zip

E-mail Phone

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company? ☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official **Partner(s)**

Partner(s)

- I certify that I am the applicant and that the information submitted with this application is true and accurate to the best of my knowledge and belief. I understand that the City is not responsible for inaccuracies in information presented, and that inaccuracies, false information or incomplete application may cause the application to be rejected. I further certify that I am the owner or purchaser (or option holder) of the property involved in the application, or the lessee or agent fully authorized by the owner to make this submission, as indicated by the owner's signature below.
- Application will not be deemed complete until the submitted materials have been reviewed by Department of Planning for consistency with the Zoning Ordinance.

Property Owner Signature

An authorized agent may sign in lieu of the property owner for Final Maps, Tentative Maps and Parcel Maps

Print Name Michael Howe

Subscribed and sworn before me

This 20th day of May , 20 21

Notary Public in and for said County and State

21-0341
05/20/2021

Notary Public - State of Nevada
COUNTY OF CLARK
NORA LARES
No. 06-103908-1 My Appointment Expires Nov. 9, 2021

21-0341-GPA1 AND 21-0341-ZON1 - APPLICANT/OWNER: CITY OF LAS VEGAS
WEST SIDE OF INTERSTATE 15 BETWEEN OWENS AVENUE AND JEFFERSON AVENUE

03/02/2021

21-0341-GPA1 AND 21-0341-ZON1 - APPLICANT/OWNER: CITY OF LAS VEGAS
WEST SIDE OF INTERSTATE 15 BETWEEN OWENS AVENUE AND JEFFERSON AVENUE

03/02/2021

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03/02/2021

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03/02/2021

21-0341-GPA1 AND 21-0341-ZON1 - APPLICANT/OWNER: CITY OF LAS VEGAS
WEST SIDE OF INTERSTATE 15 BETWEEN OWENS AVENUE AND JEFFERSON AVENUE

03/02/2021

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

DEPARTMENT
SETH FLOYD
DIRECTOR

May 20, 2021

Department of Planning
City of Las Vegas
495 South Main Street
Las Vegas, Nevada 89101

RE: James Gay III Park General Plan Amendment and Rezoning

To whom it may concern:

As part of the ongoing implementation of the Vision 2045 Downtown Las Vegas Masterplan ("the Plan") and the HUNDRED Plan for the Historic Westside District, a General Plan Amendment to the City of Las Vegas Southeast Sector Map and Rezoning are proposed for the 4.42-acre area known as James Gay III Park.

The park area is part of the Historic Westside District, which was designated FBC (Form-Based Code) and rezoned to various transect based districts in January 2021. At that time the park consisted of public right-of-way parcels that could not be rezoned. On May 19, 2021, the City Council approved a Petition to Vacate (21-0112-VAC1) the dedicated street and alley rights-of-way that coincided with the park. The future recordation of an Order of Vacation in concert with a parcel map combining all adjacent park parcels will lay the groundwork for the changes in land use and zoning that will allow for form-based regulation of the site.

The proposed T4-M (T4 Maker) District is intended to provide for a wide range of civic, residential, retail, office, service and agricultural uses within a walkable urban environment. This designation is compatible with the adjacent T3-N (T3 Neighborhood) zoned parcels.

The proposed application of the FBC in this area aims to implement the goals and objectives for the Historic Westside District as adopted through the Plan and the HUNDRED Plan for the Historic Westside District. The form-based code regulating plan for the Historic Westside District will be updated through a separate action.

Sincerely,

Stephen Swanton, AICP
Senior Planner

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

cityoflasvegas
lasvegasnevada.gov

21-0341
07/01/2021

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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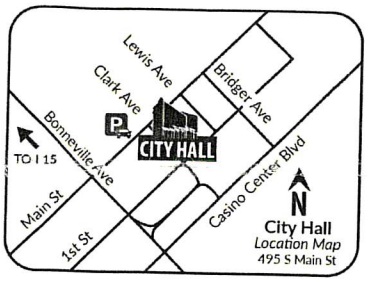

Scan or go to:
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2021 AUG 26 P 3:45

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Office Of The City Clerk at the above address or fax this side of this card to (702) 382-4803. If you would like to contact your Council Representative, please call (702) 229-6405.

[redacted] I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0341 and 21-0341-GPA1 and 21-0341-ZON1
City Council Meeting of **09/01/2021**

21-0341
13927601011
GIBBS FAMILY TRUST
GIBBS F ROLLIE TRS
7345 LAREDO ST
LAS VEGAS NV 89117-2907

143 FRDFNP1 89117

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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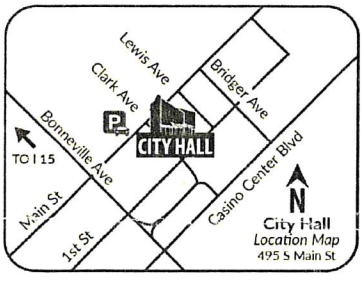

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0341 and 21-0341-GPA1 and 21-0341-ZON1
City Council Meeting of **09/01/2021**

21-0341
13927111058
MCKINNEY MARY E
621 VERONICA AVE
NORTH LAS VEGAS NV 89030-4016

Submitted after final agenda
Items 45a · 45b

111 FRDFNP1 89030

August 31, 2021

The Honorable Carolyn Goodman
Mayor, City of Las Vegas
495 Main Street
Las Vegas, NV 89101

Letter of Protest
September 1, 2021, City Council Agenda Items 45 21-0341 and 45a. 21-0341-GPA1

Dear Mayor Goodman and members of the Las Vegas City Council,

The T-4 Makers designation proposed for James Gay Park is too broad in that it also allows for the development of housing. **I oppose any zoning designation that will allow the construction of housing on James Gay Park**.

Listed below are the reasons for my objection:

1. "Low-income communities of color in Nevada are more likely to live or work near sources of harmful air pollution — like highways, industrial warehouses and power plants
2. Live in urban heat islands — areas with hotter temperatures and fewer green spaces. North Las Vegas and Las Vegas were both among the top ten cities in the country where the lowest-income households live in the hottest neighborhoods."

The two quotes above are extracted from a report by Physicians, Scientists and Engineers for Healthy Energy (PSE) entitled "Equity-Focused Climate Strategies for Nevada". Although the thrust of this report is centered around decarbonization strategies, it paints an accurate, often told yet often ignored picture of the perils of housing infrastructure next to pollution hazards.

If this study isn't compelling enough, recent stories in the Las Vegas Review Journal, the New York Times and a video story on Now This by the Emerson Collective, share information from various sources that detail the urgent need to bring trees and green space to urban communities to mitigate heat islands and reduce pollution. The Urban heat Island effect, temperatures that range from 5-10 degrees higher in urban communities, is real and numerous studies show it disproportionately affects communities of color. Approving a zoning designation that would invite development that exacerbates this crisis is irresponsible and short sighted.

Submitted at City Council
Date 9/1 Item 45a-b
By: SHONDRA SUMMER-ARMSTRONG

Take a moment to think about the cycle of a development located near a freeway. A shiny new building will be erected offering reasonable rent. Middle income, working class and low wealth people will all be enticed to move into this shiny new edifice. However, even with sound walls, a vertical garden, trees and a small park, carbon monoxide, soot and traffic noise will travel and affect the residents living in this building next to the freeway. The building will endure constant vibration emitting from passing trucks and cars. The residents will be affected by health issues like asthma, a condition often associated with proximity to this type of pollution nuisance. Over time, those who can afford to move, will. Who will be left? Only those residents who can't afford to move, creating a concentration of low wealth residents in a confined space. You only need look to Los Angeles and Oakland California for object examples of this cycle of deterioration and failed planning policy.

I have lived in this community and advocated for various issues in Historic West Las Vegas for many years. I want to see this community's rebirth. However, intelligent people cannot look to a failed solution and pretend it can somehow be the answer to their problems.

I urge the City of Las Vegas to reconsider. Urban communities need and deserve parks and open space. Build the vertical garden and food Co Op at James Gay Park. In addition, every effort should be made to add more trees to the park. An expanded tree canopy would provide a cooling effect from the radiant heat emitting off the existing concrete sound wall and provide a natural sound barrier and carbon monoxide filter to current and future residential development west of the park. The increased tree canopy could also help climate control the proposed vertical garden and make the entire park space more inviting for community use and more attractive for developers to highlight in their development plans.

Thank you for your consideration.

Shondra Summers-Armstrong
Resident, West Las Vegas Nevada

NEVADA CONSERVATION LEAGUE

August 31, 2021

The Honorable Carolyn Goodman
Mayor, City of Las Vegas
495 Main Street
Las Vegas, NV 89101

Mayor Carolyn Goodman and members of the Las Vegas City Council,

Record-breaking temperatures continue to plague large swaths of our state and country. These temperatures are deadly, and they come at an immense price, damaging our economy, destroying our infrastructure, and putting our citizens at risk. We need to modernize our development practices and better incorporate "green infrastructure" into our future planning. Mitigating the urban heat island effect by protecting green spaces, improving air quality by reducing smog and other pollutants, and promoting economic growth and good-paying jobs can be achieved through sustainable development practices.

Summer 2020 was the Northern Hemisphere's hottest summer on record, shattering local temperature records from Phoenix to Maine. And now, 2021 is poised to surpass the record-shattering heat we saw in 2020. Currently, Nevada experiences 20 days per year classified as dangerous heat days. By 2050, that number is projected to increase to 30 days per year - putting more than 70,000 vulnerable Nevadans at risk to extreme heat.

Hotter, drier summers are disastrous for our economy, causing loss of income for workers, increased energy costs, and exacerbating health issues. Building smarter, greener infrastructure can help combat extreme weather and excessive heat. According to the Georgetown Climate Center, creating and protecting more green spaces can reduce the effects of urban "heat islands," where concrete traps heat making temperatures in predominantly communities even hotter than surrounding areas.

Furthermore, heat islands put more people at risk in the U.S. each year than hurricanes, floods, tornadoes and lightning combined. This fact led to members of the 2016 U.S. Conference of Mayors to unanimously adopt the "Reducing Urban Heat and Protecting Human Health with Green Space" resolution, recognizing that environmental, human, and economic health are intricately tied together.

There is a clear connection between local policies and our current global climate crisis and we ask that Mayor Goodman and the Las Vegas City Council consider and prioritize strategies that reduce urban heat through the protection and maintenance of green spaces throughout Las Vegas.

Sincerely,

Paul Selberg

Paul Selberg
Executive Director
Nevada Conservation League

East Las Vegas needs more trees, has hottest areas in the valley | Las Vegas Review-Journal

https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.reviewjournal.com%2Flocal%2Flocal-las-vegas%2Fmore-trees-may-help-east-las-vegas-cool-down-from-urban-heat-islands-2416028%2F&data=04%7C01%7C%7C97959f423edb4cdc263b08d96c51b920%7C84df9e7fe9f640afb435aaaaaaaaaaa%7C1%7C0%7C637659920515892671%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=EXdRq1k4or4P2ot%2B8ttv8rBsmO%2Be6UjWiuZfNJx6%2Byw%3D&reserved=0

Since When Have Trees Existed Only for Rich Americans?

https://www.nytimes.com/interactive/2021/06/30/opinion/environmental-inequity-trees-critical-infrastructure.html

Southern Nevada Extreme Heat Vulnerability Webmap

https://www.arcgis.com/home/item.html?id=5aff8de1f90a4d8e97a199d780b49513

How Urban Heat Impacts Communities of Color

https://na01.safelinks.protection.outlook.com/?url=https%3A%2F%2Ffb.watch%2F7JyoeI1s9Z%2F&data=04%7C01%7C%7Cdbc7fcccaed64a76542b08d96c4ae90b%7C84df9e7fe9f640afb435aaaaaaaaaaa%7C1%7C0%7C637659891257365343%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=XkRp%2F5O2GIq6FkMBTLEG350eQKGNoUJCvU7HbOOazSA%3D&reserved=0

---------- Forwarded message ----------
From: **Jasmine Vazin** <jasmine.vazin@sierraclub.org>
Date: Wednesday, September 1, 2021
Subject: 9/1/21 Council Meeting Agenda Item 45 Sierra Club Comments
To: ward1@lasvegasnevada.gov, ward2@lasvegasnevada.gov, ward3@lasvegasnevada.gov, ward4newsletter@lasvegasnevada.gov, ccrear@lasvegasnevada.gov, mfiore@lasvegasnevada.gov

Sierra Club Comments

For the record, my name is Jasmine Vazin, I am an organizer with the Sierra Club's Clean Transportation for All Campaign in Nevada. Thank you for the opportunity to provide comments.

For 9/1/2021 Agenda Item 45; rezoning James Gay Park greenspace along I-15, there are a few concerns we would like to highlight:

- James Gay Park is an area of greenspace that has never been used by the community due to it's closing soon after completion. There is a stark disparity of access to greenspace in southern Nevada communities, and it is most severe in the historic west side. In redevelopment of these 4.42 acres, there needs to be supplementation of park acres in the west side to provide access to greenspace. Trees have been shown to limit mortality from pollution, which is especially needed on high impact communities along highways like the I-15. Greenspace is also proven to cool the air, which is also extremely important in the urban center of Las Vegas that is most impacted by the urban heat island effect. As this park is redeveloped, what additional greenspaces will be created to offset this park's absence?
- Within the T4 Maker Zone designation proposed for this area, residential usage is allowed along with a variety of other use types. We highly discourage redevelopment of this highway adjacent lot for any type of residential use given the proven health impacts of air pollution when residing in close proximity to highways. Outdoor air pollution is amorphous and cannot be mitigated with built structure design, and the health impacts of those who would reside in this area would be extreme. Any residential project along these acres would be knowingly putting any future residents at risk and we urge the City of Las Vegas to not approve this area for residential housing. Examples of health impacts that are found along highway coordinators from the EPA: *"People who live, work or attend school near major roads appear to have an increased incidence and severity of health problems associated with air pollution exposures related to roadway traffic including higher rates of asthma onset and aggravation, cardiovascular disease, impaired lung development in children, pre-term and low-birthweight infants, childhood leukemia, and premature death."*

Thank you again for the opportunity to provide comments via email, as the online submission period was closed before we were able to submit these comments.

Best,

Jasmine Vazin | Conservation Organizer
Clean Transportation For All Campaign
(615) 428 0897
Sierra Club Toiyabe Chapter

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

Nora Lares

From: Steve Swanton
Sent: Thursday, July 1, 2021 9:27 AM
To: Nora Lares
Cc: Michael Howe; Eric McCammond
Subject: RE: 21-0341 James Gay III Park General Plan Amendment-Rezoning Abeyance Request

Nora,

Staff requests that 21-0341-GPA1 and 21-0341-ZON1 be held in abeyance to the August 10, 2021 Planning Commission meeting. The additional time is needed to allow for simultaneous recordation of an Order of Vacation of public right-of-way and a map for consolidation of park parcels.

Sincerely,

Steve Swanton, AICP
Senior Planner
Department of Planning | Long Range Planning Division
702-229-4714
495 S. Main Street | Las Vegas, NV 89101

lasvegasnevada.gov

Received
07/01/2021
21-0341
Item 46a-b

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

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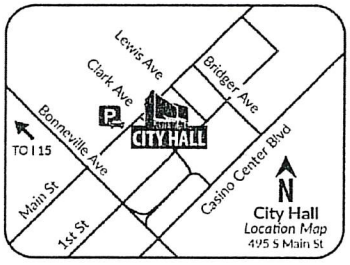

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www.lasvegasnevada.gov/meetings

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JUL 12 2021
Dept of Planning
City of Las Vegas

For additional information, scan the QR Code, select the meeting date shown below and then find the referenced project. To file your protest or support on this request, check one box below and return this card in an envelope with postage to the Department of Planning at the above address, fax this side of this card to (702) 464-7499 or make your comments at www.lasvegasnevada.gov. To contact your Council Representative, please call (702) 229-6405.

■ I SUPPORT this Request
☐ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0341 and 21-0341-GPA1 and 21-0341-ZON1
Planning Commission Meeting of **07/13/2021**

21-0341
13927601011
GIBBS FAMILY TRUST
GIBBS F ROLLIE TRS
7345 LAREDO ST
LAS VEGAS NV 89117-2907

143 ORDFNP1 89117

Submitted after final agenda
46 a-b
A

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
45a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0341-GPA1 - GENERAL PLAN AMENDMENT - FROM: ROW (RIGHT-OF-WAY) TO: FBC (FORM-BASED CODE)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	1
City Council Meeting	0	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (6-0-1 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: September 1, 2021

Agenda Item No.:
45b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0341-ZON1 - REZONING - FROM: UNDESIGNATED TO: T4-M (T4 MAKER)

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	1
City Council Meeting	0	City Council Meeting	2

RECOMMENDATION:
The Planning Commission (6-0-1 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: September 1, 2021

Agenda Item No.:
46

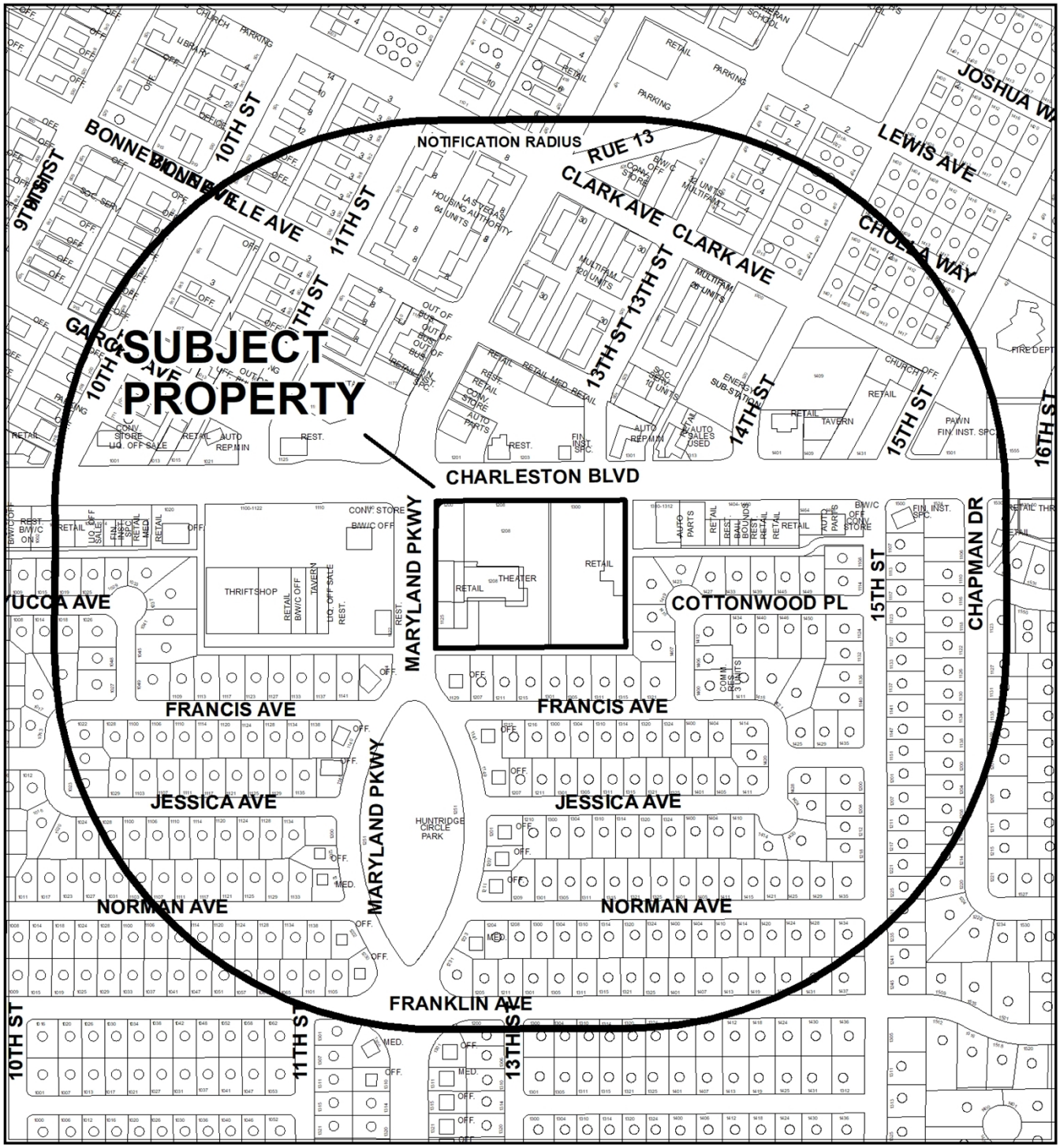
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0369-DIR1 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: BRASS MONKEY, LLC - For possible action on a Land Use Entitlement project request to designate the Huntridge Theater as a Historic Building on the City of Las Vegas Historic Property Register as approved by the Historic Preservation Commission (21-0312-HPC1) on 2.62 acres at 1208 East Charleston Boulevard (APN 162-02-110-016) C-2 (General Commercial) Zone, Ward 3 (Diaz). The Planning Commission (7-0 vote) and Staff recommend APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	14
City Council Meeting	0	City Council Meeting	14

RECOMMENDATION:
The Planning Commission (7-0 vote) and Staff recommend APPROVAL, subject to conditions:

BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Staff Report
3. Supporting Documentation
4. Support Postcards
5. Submitted after Final Agenda – Support Postcards and Support Comment Form
6. Backup Submitted for the August 10, 2021 Planning Commission Meeting



CASE: 21-0369-DIR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

CASE: 21-0369-DIR1

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-2 (GENERAL COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: BRASS MONKEY, LLC

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0369-DIR1	Staff recommends APPROVAL	

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 36

NOTICES MAILED 382 (By City Clerk)

PROTESTS 0

APPROVALS 14

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Staff Report Page One
September 1, 2021 – City Council Meeting

**** STAFF REPORT ****

PROJECT DESCRIPTION

This is a request to designate the Huntridge Theater as a Historic Building on the City of Las Vegas Historic Property Register, as approved by the Historic Preservation Commission (21-0312-HPC1) on 2 acres located at 1208 East Charleston Boulevard (APN 162-02-110-016), C-2 (General Commercial) Zone, on the City of Las Vegas Historic Property Register as a Historic Site, Ward 3 (Diaz).

The city of Las Vegas Historic Preservation Commission voted to approve the nomination for designation as a Historic Building on May 26, 2021 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	
04/06/21	Historic Preservation Officer received the Application for City of Las Vegas Historic Designation from Brass Monkey LLC under Managing Member J Dapper, property owner of the Huntridge Theater located at 1208 East Charleston Boulevard.

DS

BACKGROUND INFORMATION

Related Relevant City Actions by P&D, Fire, Bldg., etc	
04/28/21	Historic Preservation Commission received application for review (21-0222-HPC1) for City of Las Vegas Historic Designation from Brass Monkey LLC under Managing Member J Dapper, property owner of the Huntridge Theater located at 1208 East Charleston Boulevard.
05/26/21	Historic Preservation Commission recommended APPROVAL (21-0312-HPC1) of the application for City of Las Vegas Historic Designation from Brass Monkey LLC under Managing Member J Dapper, property owner of the Huntridge Theater located at 1208 East Charleston Boulevard.
08/10/21	The Planning Commission unanimously voted to recommend APPROVAL on a Land Use Entitlement project request to designate the Huntridge Theater as a Historic Building on the City of Las Vegas Historic Property Register as approved by the Historic Preservation Commission (21-0312-HPC1) on 2.62 acres at 1208 East Charleston Boulevard (APN 162-02-110-016) C-2 (General Commercial) Zone, Ward 3 (Diaz).

ANALYSIS

The Huntridge Theater located at 1208 East Charleston Boulevard, 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:

DS

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 2050 Master Plan*
    i. Chapter 2: Land Use & Environment
        1. Continue to strengthen the city's Historic Preservation Office and Commission
            a. Add properties to historic registers
        2. Conduct proactive historic surveys
            a. Areas targeted for development
        3. Prioritize education about value of historic preservation
            a. Install historic markers
        4. Balance redevelopment pressures with preservation efforts
            a. Develop outreach plans

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Summary of Significance (taken from the attached Application for City of Las Vegas Historic Designation):
The property was constructed between 1943 and 1944. Per the statement of eligibility and appropriateness for designation provided by the applicant, the building was designed by renowned West Coast theater architect, S. Charles Lee, who was influenced by the Moderne and International architectural styles. This style is known as the "streamlined style," which includes curved corners, asymmetrical fenestration, smooth wall surfaces, and small round windows. The style was inspired by industrial design of the 1930s and eventually replaced the earlier, more ornate Art Deco style. The Huntridge Theater displays features of the Moderne Style such as the rounded facade and corner, the smooth wall surfaces, the fluting on the tower, and the small "porthole" under the "Huntridge" neon sign. International Style characteristics include the minimal surface decoration, the asymmetrical massing of the building, and the flat roof. The Huntridge Theater is one of the few buildings to survive in Las Vegas from this decade.

The Huntridge Theater is best remembered as the place to go for Saturday matinees. Thousands of Las Vegas children passed through the portals of the theater to view many Disney films, which had their Las Vegas premieres at the Huntridge. Many prominent Nevadans worked at the Huntridge in their early years. Such notables as Frankie Sue Del Papa, the state's Attorney General, and others were ushers and concessions personnel at the theater. Senator Richard Bryan grew up in the Huntridge neighborhood and spent many hours in the Huntridge Theater. It is believed to be the oldest operating movie theater in southern Nevada, and one of the first to be non-segregated in Nevada. It was converted into a performing arts center in 1992. The theater has been closed since 2004 and although the original landscaping has been lost and minor changes were made to its interior and exterior over the years, the theater retains its historic integrity.

The Huntridge Theater 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.a. It meets the criteria for listing on the State or National Register of Historic Places
2. 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.(B) It represents an established and familiar visual feature of an area of the City because of its location or singular physical appearance.

Staff recommends approval of the nomination of 1208 East Charleston Boulevard, to the City of Las Vegas Historic Property Register as a Historic Building.

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Print Form

DEPARTMENT OF PLANNING

Application for City of Las Vegas Historic Designation

Name of Property Huntridge Theater

Address (Location) 1208 E Charleston

Type of Designation (check one) Building ☒ District ☐ Site ☐ Structure ☐

Assessor's Parcel #(s) 162-02-110-016

Current Zoning Designation C-2 General Commercial

Additional Information

APPLICANT/ REPRESENTATIVE John Curran/J Dapper		**Property Owner?** Yes ☒ No ☐	
Address 985 White Drive #100		**Phone** 7027333622	**Fax:**
City Las Vegas		**State** NV	**Zip** 89119
E-mail john@dapperdevelopment.com			

Required Submittal Material — *FOR STAFF USE ONLY*

Statement of Eligibility and Appropriateness for designation	✓
Photographs	✓
Letter of Property Owner Consent (if property owner is not the applicant)	N/A
Statement of Financial Interest	✓
Letter of Request for Action (if designation is for a district)	N/A
Deed/Legal Description	✓

Signature of Property Owner or Authorized Representative of the City of Las Vegas J Dapper

Print Name

State of Nevada County of Clark

Subscribed and sworn before me Virginia G. Shelton

This 5th day of April, 20 21.

Notary Public in and for said County and State

VIRGINIA G SHELTON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-31-24
Certificate No: 04-92987-1

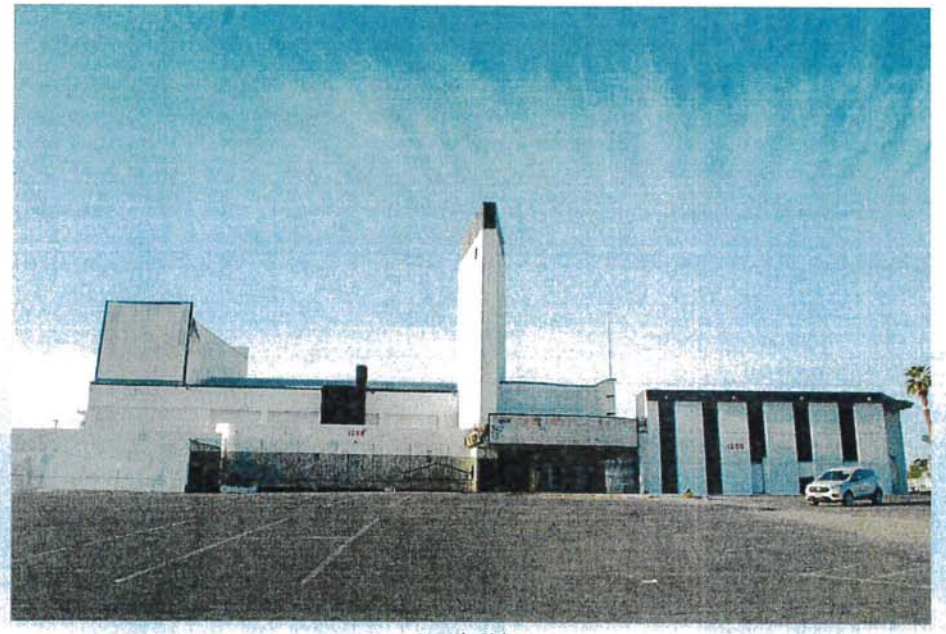
FOR DEPARTMENT USE ONLY

Case # 21-0222-HPC1
* -updated case # 21-0312-HPC1
Meeting Date: April 28, 2021
Date Accepted: April 6, 2021
Accepted By: OCS

21-0369
06/08/2021

Huntridge Theater

1208 S. Charleston Boulevard



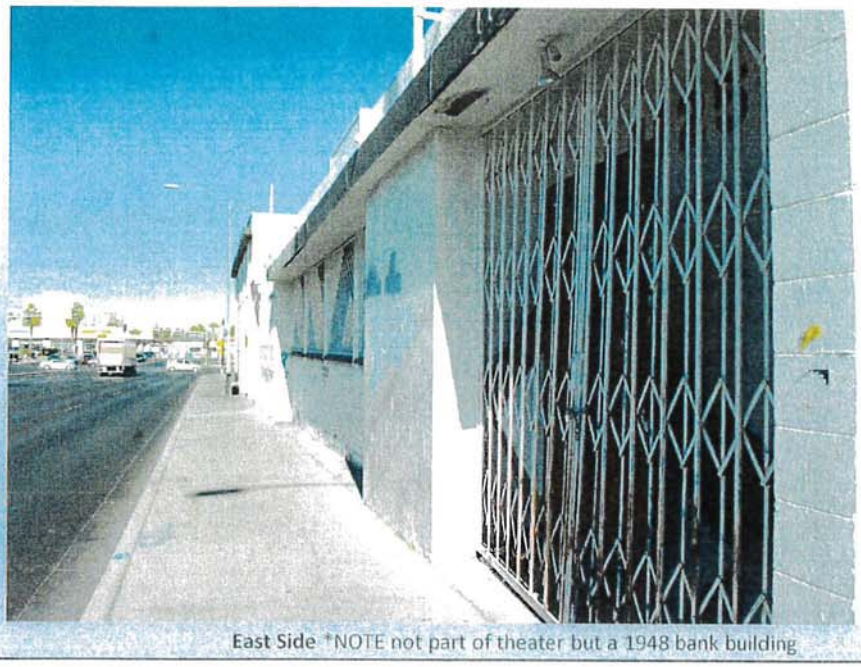
North Side

21-0369
06/08/2021

North Side Front Entrance

North East Side *NOTE 1200 is the 1948 bank building

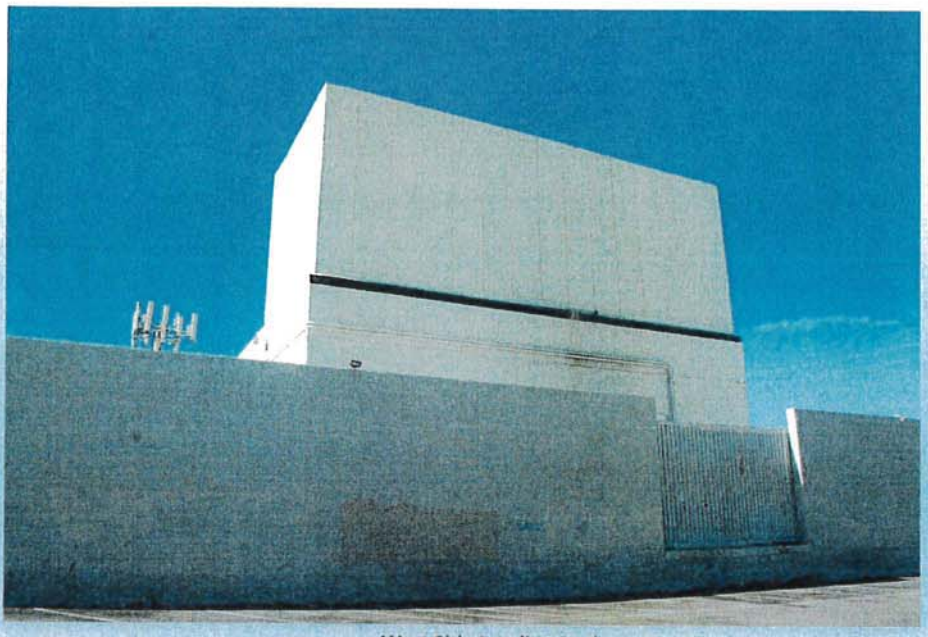
21-0369
06/08/2021



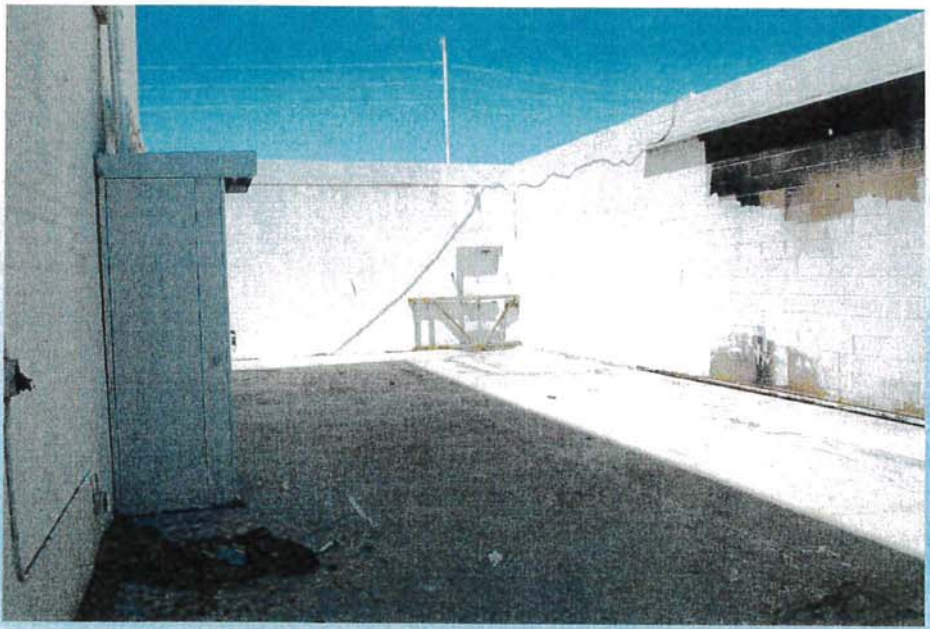
East Side *NOTE not part of theater but a 1948 bank building

South Side *NOTE not part of theater but a 1958 post office

21-0369
06/08/2021

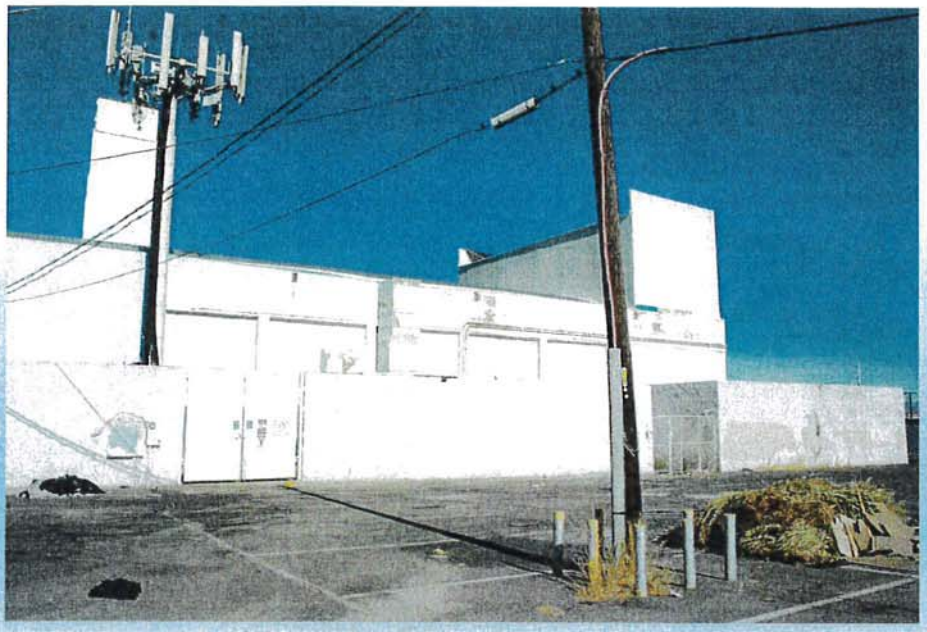


West Side Loading Dock



Loading Dock Interior

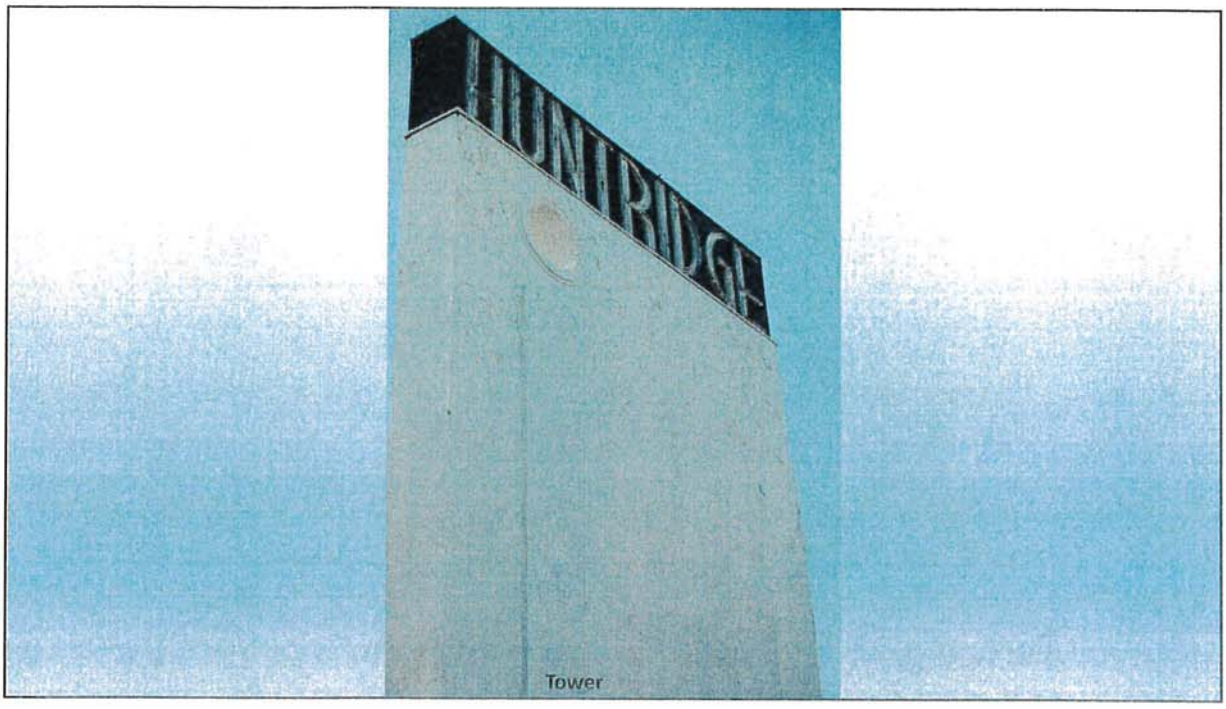
21-0369
06/08/2021



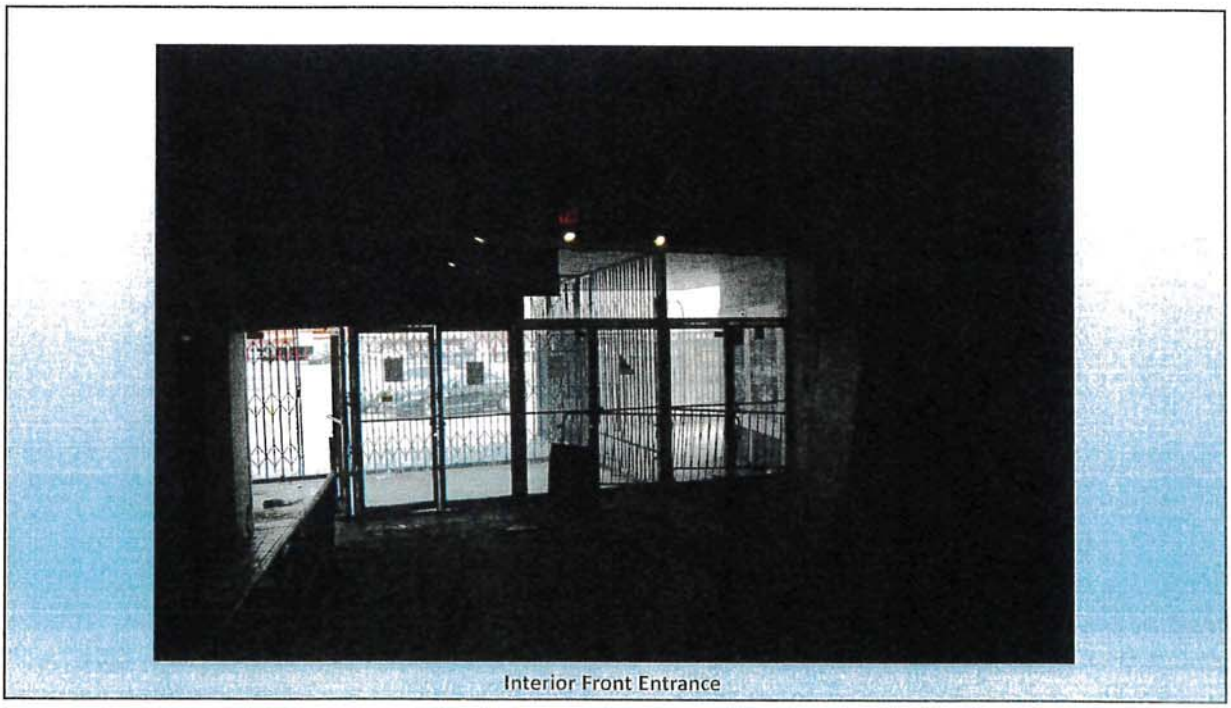
West Side Rear Entrance

North West Side

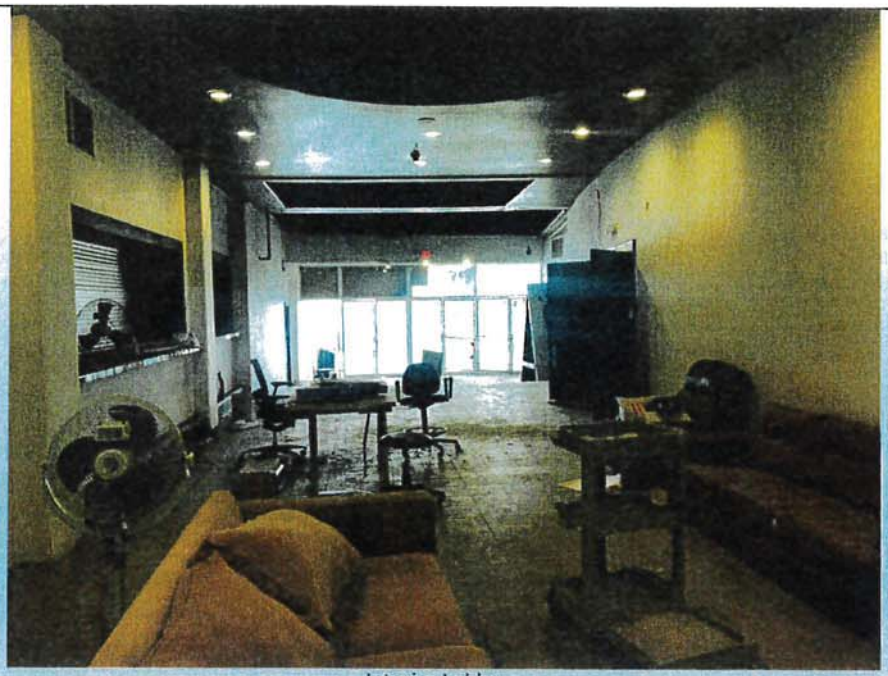
21-0369
06/08/2021



Tower


Interior Front Entrance

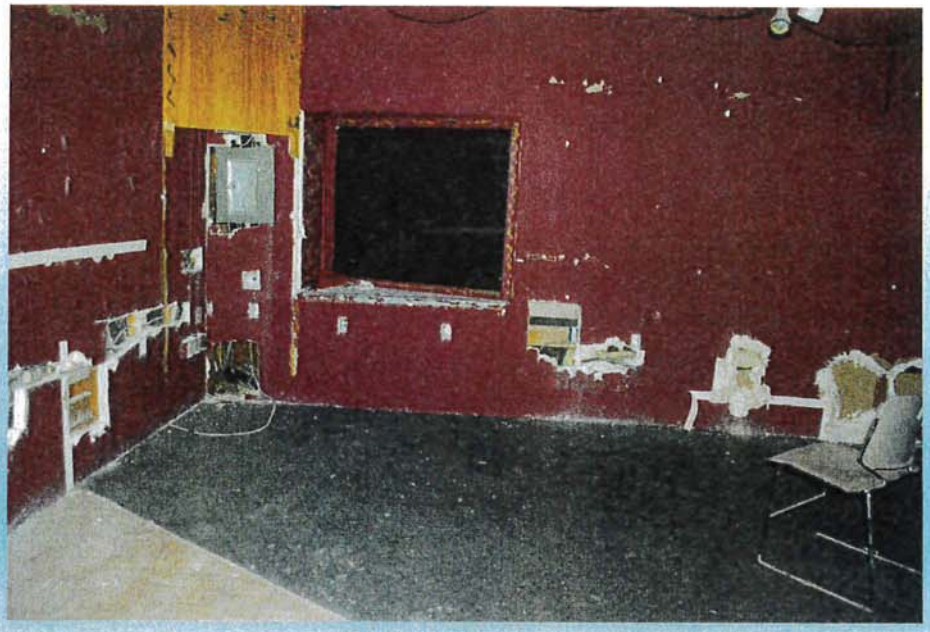
21-0369
06/08/2021



Interior Lobby

Interior Theater

21-0369
06/08/2021



Interior Crying Room

Interior Projection Room

21-0369
06/08/2021

Statement of Eligibility and Appropriateness for Designation

The Huntridge Theater located at 1208 East Charleston Boulevard is eligible and appropriate for designation on the City of Las Vegas Historic Property Register as a Historic Building under UDC Title 19.10.150 (I) *Designation of Historic Landmarks, Districts, Sites, Buildings, Structures and Objects*, under the following criteria:

1a: ***It meets the criteria for listing on the State or National Register of Historic Places*:**

The Huntridge Theater was placed on the National Register of Historic Places on July 22, 1993 (National Register No. 93000686) and the Nevada State Register of Historic Places on January 15, 1999 (State Register No. 990103). The theater was deemed eligible under criteria A, for its contribution to Las Vegas recreation and entertainment industry, and under criteria C for its modern style of architecture.

1b: ***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***
iii. ***2. It represents an established and familiar visual feature of an area of the City because of its location or singular physical appearance***

The Huntridge Theater was constructed between 1943 and 1944, and opened for business on October 10, 1944. The building was designed by renowned West Coast theater architect, S. Charles Lee, who was influenced by the Moderne and International architectural styles. The Huntridge served as a movie house for almost five decades before its conversion to a performing arts center in 1992. The theater has been closed since 2004 and although the original landscaping has been lost and minor changes were made to its interior and exterior over the years, the theater retains its historic integrity.

The theater is an approximately square, one-story tall brick and concrete structure with a flat roof interrupted by a tower above the marquee. The bank of glass front doors are emphasized by projecting rectangular piers which support the marquee, and above, a curved wall. A 75 foot tall rectangular tower with flutes rises above the entrance. The tower is surmounted by a neon sign which spells "Huntridge." The building does not have windows and no surface treatments other than those which surround the entrance area. The exterior doors lead into a lobby with a concession counter and an auditorium with seating capacity for approximately 1000 persons. A projection room is located beyond the concession counter via a stairway, and there is a small room, historically known as 'the crying room," which was used by parents to quiet crying babies. In 1948 a bank was added adjacent to the west side of the theater, and in 1958 a post office was added to the south side of the bank. However neither of these buildings are on the National nor State Registers, and are not included in this request for local historic listing.

The theater is a combination of the Moderne and International styles of architecture. Characteristics of the Moderne style, also known as the "streamlined style," include curved corners, asymmetrical fenestration, smooth wall surfaces, and small round windows. The style

21-0369
06/08/2021

Art Deco style. The Huntridge Theater displays features of the Moderne style such as the rounded facade and corner, the smooth wall surfaces, the fluting on the tower, and the small "porthole" under the "Huntridge" neon sign. International style characteristics include the minimal surface decoration, the asymmetrical massing of the building, and the flat roof. The theater is one of the few buildings to survive in Las Vegas from this decade.

Alterations to the theater include paving over the original curved driveway that led to the theater entrance, the addition of air-conditioning units on the roof, and the replacement of the original "Huntridge" sign, which was originally in script writing.

The Huntridge Theater is best remembered as the place to go for Saturday matinees. Thousands of Las Vegas children passed through the portals of the theater to view many Disney films which had their Las Vegas premieres at the Huntridge. Many prominent Nevadans worked at the Huntridge in their early years. Such notables as Frankie Sue Del Papa, the state's Attorney General, and others were ushers and concessions personnel at the theater. Senator Richard Bryan grew up in the Huntridge neighborhood and spent many hours in the Huntridge Theater. It is believed to be the oldest operating movie theater in southern Nevada, and one of the first to be non-segregated in Nevada. Located on the corner of Maryland Parkway and Charleston Boulevard, it serves as the cornerstone for the Huntridge neighborhood, which includes houses and commercial buildings constructed in the 1940s.

History:

The Huntridge Theater was designed by S. Charles Lee, one of the country's well-known theater architects. In addition to designing more than 300 theaters throughout the United States, Lee designed several theaters in Mexico. The Huntridge interiors were designed by A.B. Heinsbergen of Beverly Hills. At the time, Mr. Heinsbergen was the veteran of over 376 large theaters and was recognized as the Designer of the Year by the United States Government in 1940.

Construction of the Huntridge began in 1943 during the height of World War II. The brick and concrete shell was common to buildings of this period. The theater opened on October 10, 1944 with the films "Hi, Neighbor" and "Hellzapoppin." The promotion for the opening of the theater included a contest to name the movie stars, with the first prize of a $25.00 war bond and 10 guest tickets. During its nearly 50 years of operation, the Huntridge hosted many famous personalities. In March of 1947 Abbott and Costello appeared live on the Huntridge stage to present their new movie "Buck Privates Come Home." In the 1950s such artists as Frank Sinatra, Judy Garland, Jerry Lewis, Marlene Dietrich and Vincent Price appeared at the Huntridge in promotions for their latest movies. The Huntridge Theater, along with the Fremont Theater, was host to the 1952 world premiere of the "Las Vegas Story" in which all of the major actors in the picture were in attendance, which included Jane Russell and Victor Mature.

The Huntridge continued to show motion pictures throughout the 1950s, 60s and most of the 70s, until it was closed in 1977. It underwent renovations to convert it into two separate theaters, and reopened in 1980 as a twin theater. During the subsequent 10 years, the theater was operated by a number of different individuals and companies, including United Artists Corporation. The theater began to decline in popularity in the late 1980s due to the advent of multi-theater

21-0369
06/08/2021

complexes and its inability to compete in that marketplace. The theater closed in 1990 after repeated failed attempts to find a niche in which it could survive.

In January 1992, the theater was restored to a single space venue and hosted live concerts and musicians. Much of the original decor was maintained, including the decorative wing walls on either side of the stage, the pillars in the lobby area, and the 75 foot high "Huntridge" sign.

Between 1993 and 2000, the theater underwent several renovations with grants from both the State of Nevada and the City of Las Vegas. These grants were used to rehabilitate the building and adaptively reuse the facility as both a movie theater and concert venue.

In 1995, the main roof over the auditorium collapsed due to age, but was restored in 1996. The Huntridge continued to host live concerts and musicians throughout the 1990s and early 2000s, including well-known artists such as Blue Oyster Cult, Rick Springfield, Counting Crows, Marilyn Manson, Foo Fighters, Red Hot Chili Peppers, The Smashing Pumpkins and The Killers.

The theater closed on July 31, 2004 and has not since reopened. In 2013, a community crowdsourcing campaign raised funds to paint the exterior of the Huntridge, but since then, there has not been further work done to the property. Rather, since its 2004 closure, the building has fallen into disrepair. Much of the interior has superficial damage, including gouges and holes in walls from the unauthorized removal of plumbing and electrical wiring, peeling floor tiles, and various debris scattered throughout the building. The exterior, while in need of a paint job, has retained its historical integrity. The building is sound, and the neon sign is intact, with many of the original marquee letters secured inside the building.

On March 31, 2021, the theater was purchased by Brass Monkey, LLC with J Dapper as the managing member of the company. The theater will undergo rehabilitation under the new owners, whose work will follow the Secretary of the Interiors Standards for Rehabilitation of Historic Properties.

21-0369
06/08/2021

DEPARTMENT OF PLANNING

STATEMENT OF FINANCIAL INTEREST

Case Number: _____ APN: 162-02-110-016

Name of Property Owner: Brass Monkey, LLC

Name of Applicant: Brass Monkey, LLC

Name of Representative: John Curran

To the best of your knowledge, does the Mayor or any member of the City Council or Planning Commission have any financial interest in this or any other property with the property owner, applicant, the property owner or applicant's general or limited partners, or an officer of their corporation or limited liability company?

☐ Yes ☒ No

If yes, please indicate the member of the City Council or Planning Commission who is involved and list the name(s) of the person or persons with whom the City Official holds an interest. Also list the Assessor's Parcel Number if the property in which the interest is held is different from the case parcel.

City Official: _____

Partner(s): _____ _____

APN: _____

Signature of Property Owner: _____

Print Name: J Dapper

State of Nevada
County of Clark
Subscribed and sworn before me

This 5th day of April, 2021

Virginia G. Shelton
Notary Public in and for said County and State

VIRGINIA G SHELTON
NOTARY PUBLIC
STATE OF NEVADA
My Commission Expires: 10-31-24
Certificate No: 04-92987-1

Revised 11-14-06

f:\depot\Application Packet\Statement of Financial Interest.pdf

21-0369
06/08/2021

Exhibit "A"

LEGAL DESCRIPTION

ALL OF BLOCK TWENTY FIVE (25) OF THE AMENDED PLAT OF HUNTRIDGE SUBDIVISION TRACTS 1, 2 AND 3, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 2 OF PLATS, PAGE 63 IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA (THE WEST LINE OF SAID BLOCK TWENTY FIVE (25) BEING FIFTY FIVE (55) FEET EAST OF THE CENTERLINE OF MARYLAND PARKWAY, AS SHOWN BY SAID MAP).

TOGETHER WITH THAT VACATED PORTION OF CHARLESTON BOULEVARD LYING IN FRONT OF AND ADJACENT TO SAID BLOCK TWENTY FIVE (25), AS VACATED BY THAT CERTAIN ORDER OF VACATION RECORDED SEPTEMBER 3, 1953 IN BOOK 36 OF MISCELLANEOUS RECORDS, PAGE 126, DOCUMENT NO. 412963, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST (NW) CORNER OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M.; THENCE NORTH 89°30'33" EAST ALONG THE CENTERLINE OF CHARLESTON BOULEVARD AS SHOWN ON THE AMENDMENT TO HUNTRIDGE SUBDIVISION TRACTS ONE (1), TWO (2) AND THREE (3) (BOOK 2 OF PLATS, PAGE 63) A DISTANCE OF 47.52 FEET TO A POINT; THENCE SOUTH AND PARALLEL TO THE CENTERLINE OF MARYLAND PARKWAY, AS SHOWN ON AFOREMENTIONED SUBDIVISION, A DISTANCE OF 50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°30'33" EAST AND PARALLEL TO THE CENTERLINE OF CHARLESTON BOULEVARD, A DISTANCE OF 498.19 FEET TO A POINT; THENCE SOUTH 40 FEET TO A POINT; SAID POINT BEING THE NORTHEAST (NE) CORNER OF BLOCK TWENTY FIVE (25) OF AFOREMENTIONED SUBDIVISION; THENCE SOUTH 89°30'33" WEST ALONG THE SOUTH RIGHT OF WAY LINE OF CHARLESTON BOULEVARD, A DISTANCE OF 478.36 FEET TO A POINT; THENCE TO THE LEFT ALONG A CURVE WITH A RADIUS OF 20 FEET, SUBTENDING A CENTRAL ANGLE OF 89°30'33", AN ARC DISTANCE OF 31.24 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF MARYLAND PARKWAY; THENCE NORTH AND PARALLEL TO THE CENTERLINE OF MARYLAND PARKWAY, A DISTANCE OF 59.83 FEET TO THE TRUE POINT OF BEGINNING; ALL OF WHICH LIES IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B. & M.

EXCEPTING FROM SAID BLOCK TWENTY FIVE (25) AND ADJACENT VACATED CHARLESTON BOULEVARD, THE EAST 200.00 FEET THEREOF.

FURTHER EXCEPTING THEREFROM THOSE CERTAIN SPANDREL AREAS LOCATED IN THE NORTHWEST CORNER OF SAID LAND, AS CONVEYED TO THE CITY OF LAS VEGAS FOR ROAD PURPOSES BY DEED RECORDED JUNE 15, 1967 IN BOOK 802 AS DOCUMENT NO. 644757, OFFICIAL RECORDS, AND BY DEED

Legal

21-0369
06/08/2021

RECORDED AUGUST 9, 1972 IN BOOK 253 AS DOCUMENT NO. 212887, OFFICIAL RECORDS.

ALSO INCLUDING THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE SOUTHWEST (SW) CORNER OF BLOCK TWENTY FIVE (25), AMENDED PLAT OF HUNTRIDGE SUBDIVISION TRACT 1, 2 AND 3, AS RECORDED IN BOOK 2, PAGE 63, CLARK COUNTY RECORDERS OFFICE; THENCE NORTH 123.00 FEET TO THE NORTHWEST (NW) CORNER OF THE HUNTRIDGE STATION POST OFFICE BUILDING AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 239.31 + FEET TO THE P.C. OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET AND A CENTRAL ANGLE OF 89°30'33"; THENCE ALONG SAID CURVE, AN ARC LENGTH OF 37.49 FEET TO THE P.T. OF SAID CURVE; THENCE ALONG THE SOUTH RIGHT OF WAY LINE OF CHARLESTON BOULEVARD (100 FEET WIDE), NORTH 89°30'33" EAST 51.20 FEET; THENCE SOUTH 263.75 FEET; THENCE WEST ALONG THE NORTH LINE OF SAID POST OFFICE BUILDING, 75.00 FEET TO THE POINT OF BEGINNING.

ALSO INCLUDING THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE NORTHWEST QUARTER (NW ¼) OF THE NORTHWEST QUARTER (NW ¼) OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 61 EAST, M.D.B.&M., CLARK COUNTY, NEVADA DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST (SW) CORNER OF BLOCK TWENTY FIVE (25), AMENDED PLAT OF HUNTRIDGE SUBDIVISION TRACTS 1, 2 AND 3, AS RECORDED IN BOOK 2, PAGE 63, CLARK COUNTY RECORDERS OFFICE; THENCE NORTH 00°01'05" WEST ALONG THE EASTERLY RIGHT-OF-WAY OF MARYLAND PARKWAY, 121.79 FEET TO THE NORTHWEST (NW) CORNER OF THE HUNTRIDGE STATION POST OFFICE BUILDING; THENCE SOUTH 89°58'55" EAST, 75.00 FEET; THENCE NORTH 00°01'05" WEST, 3.51 FEET; THENCE SOUTH 89°58'55" EAST, 38.49 FEET; THENCE SOUTH 00°01'05" WEST, 124.74 FEET; THENCE NORTH 89°58'55" WEST, 113.46 FEET TO THE POINT OF BEGINNING.

NOTE: THE ABOVE METES AND BOUNDS LEGAL DESCRIPTION PREVIOUSLY APPEARED IN THAT CERTAIN DOCUMENT RECORDED JUNE 22, 2011, AS INSTRUMENT NO. 201106220003793, OF OFFICIAL RECORDS.

ESCROW NUMBER: 4204402E-420-KAH
PROPERTY ADDRESS: 1200 & 1208 E. Charleston Blvd & 1125 S. Maryland Parkway
Las Vegas, NV

A.P.N.: 162-02-110-015, 016, 017 & 018

Legal2
21-0369
06/08/2021

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 162-02-110-015, 016, 017 & 018
   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: $ 4,000,000.00
   b. Deed In Lieu of Foreclosure Only (value of property) $
   c. Transfer Tax Value $ 4,000,000.00
   d. Real Property Transfer Tax Due: $ 20,400.00

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 _____ Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: King George, LLC, a Nevada limited liability company	Print Name: Brass Monkey LLC, a Nevada limited liability company
Address: 2425 Ping Drive	Address: 985 White Drive, Suite 100
City: Henderson	City: Las Vegas
State: NV Zip: 89074	State: NV Zip: 89119

COMPANY/PERSON REQUESTING RECORDING (Required if not Seller or Buyer)

Print Name: Fidelity National Title Group Escrow No.: 4204402E-420-KAH
Address: 8363 W Sunset Road, Suite 100
City, State, Zip: Las Vegas, NV 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

21-0369
06/08/2021

STATE OF NEVADA
DECLARATION OF VALUE FORM

1. Assessor Parcel Number(s)
   a. 162-02-110-015, 016, 017 & 018
   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: $ 4,000,000.00
   b. Deed In Lieu of Foreclosure Only (value of property) $
   c. Transfer Tax Value $ 4,000,000.00
   d. Real Property Transfer Tax Due: $ 20,400.00

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Signature _____ Capacity Grantor

Signature _____ Capacity Grantee

SELLER (GRANTOR) INFORMATION (REQUIRED)	BUYER (GRANTEE) INFORMATION (REQUIRED)
Print Name: King George, LLC, a Nevada limited liability company	Print Name: Brass Monkey LLC, a Nevada limited liability company
Address: 2425 Ping Drive	Address: 985 White Drive, Suite 100
City: Henderson	City: Las Vegas
State: NV Zip: 89074	State: NV Zip: 89119

COMPANY/PERSON REQUESTING RECORDING (Required if not Seller or Buyer)

Print Name: Fidelity National Title Group Escrow No.: 4204402E-420-KAH
Address: 8363 W Sunset Road, Suite 100
City, State, Zip: Las Vegas, NV 89113

AS A PUBLIC RECORD THIS FORM MAY BE RECORDED/MICROFILMED

21-0369
06/08/2021

Rec'd 8/21/21

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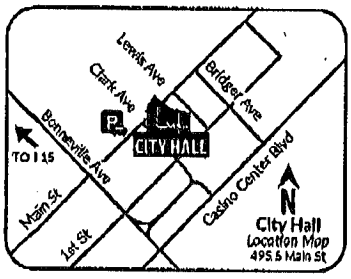

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1
City Council Meeting of **09/01/2021**

21-0369-DIR1
16203513002
CHARLESTON BAZAR L L C
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

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2021 AUG 23 P 12:16

1 1 5 FROFMP1 6511 6

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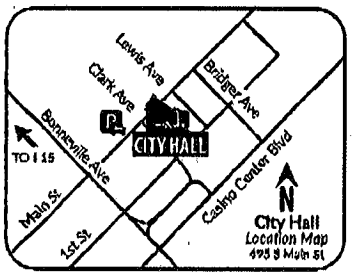

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0369-DIR1
City Council Meeting of **09/01/2021**

21-0369-DIR1
16203513003
JOSEPHS FAMILY L P
5395 S POLARIS AVE
LAS VEGAS NV 89118-2456

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1 1 5 FROFMP1 6511 6

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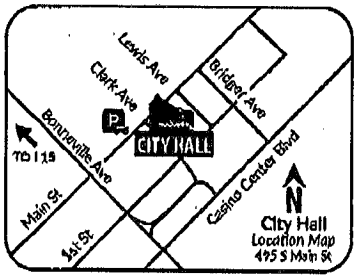

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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0369-DIR1

City Council Meeting of **09/01/2021**

21-0369-DIR1
16202115096
ALVAREZ FRANCISCO
1424 JESSICA AVE
LAS VEGAS NV 89104

89 FROFIT 89104

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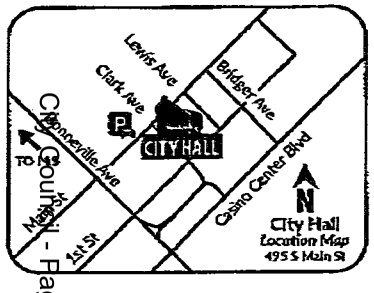

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0369-DIR1

City Council Meeting of **09/01/2021**

21-0369-DIR1
13935410018
DOWNTOWN RENTAL INC
PO BOX 7014
RIVERSIDE CA 92513-7014

Page 33

36 PROFNP1 92513

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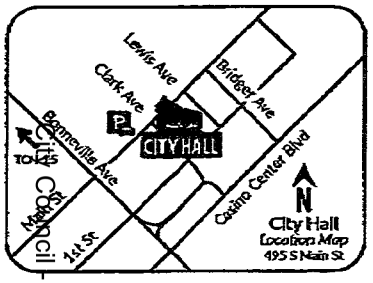

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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21-0369-DIR1
City Council Meeting of **09/01/2021**

21-0369-DIR1
13934814002
DOWNTOWN RENTAL INC
PO BOX 7014
RIVERSIDE CA 92513

89 FRDFNP1 92513

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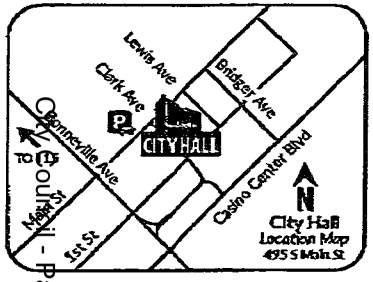

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

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21-0369-DIR1

City Council Meeting of **09/01/2021**

21-0369-DIR1
13934811036
CLARK APARTMENTS INC
PO BOX 7014
RIVERSIDE CA 92513-7014

36 PRDFMP1 92513

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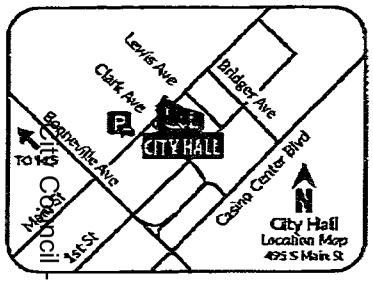

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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21-0369-DIR1
City Council Meeting of **09/01/2021**

21-0369-DIR1
13934811035
CLARK APARTMENTS INC
PO BOX 7014
RIVERSIDE CA 92513-7014

36 FRDFNP1 92513

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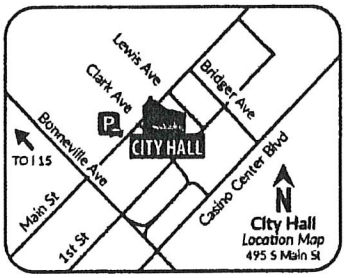

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21-0369-DIR1
City Council Meeting of **09/01/2021**

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2021 AUG 26 P 4:22

21-0369-DIR1
16203514016
EVANS DANIEL C & DANIELLE C
1124 FRANCIS AVE
LAS VEGAS NV 89104

93 FRDFNP1 89104

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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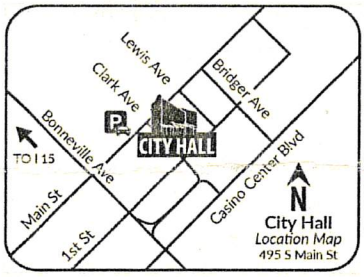
2021 AUG 30 A 11:49



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☑ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0369-DIR1
City Council Meeting of **09/01/2021**

21-0369-DIR1
13934811007
SAKEN JOEL SANFORD TRUST
SAKEN JOEL SANFORD TRS
7360 ATOLL AVE
NORTH HOLLYWOOD CA 91605

Submitted after final agenda
Item 46

46 FRDFNP1 91605

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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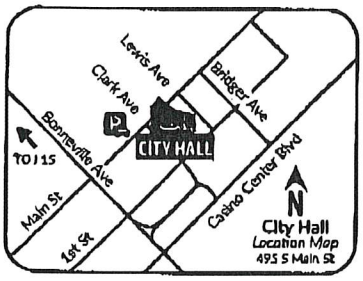

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21-0369-DIR1
13934810096
CATRAM L L C
612 S 10TH ST
LAS VEGAS NV 89101-7001

☑ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0369-DIR1

City Council Meeting of **09/01/2021**

89 FRDFNP1 89101

City of Las Vegas, Office of The City Clerk
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Las Vegas, Nevada 89101

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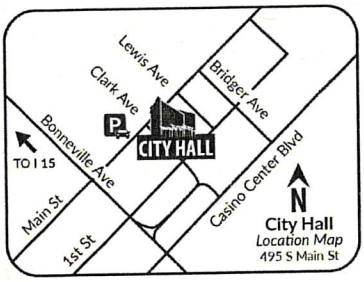
2021 AUG 25 A 11:55



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21-0369-DIR1
16202115096
ALVAREZ FRANCISCO
1424 JESSICA AVE
LAS VEGAS NV 89104

☑ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1

City Council Meeting of **09/01/2021**

Submitted after final agenda
Item 4e

89 FRDFNP1 89104

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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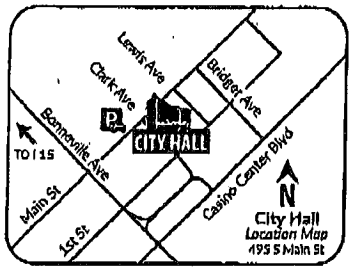

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1
City Council Meeting of **09/01/2021**

21-0369-DIR1
16202115058
TILMAN TRUST
TILMAN CHRISTOPHER R & DEVON TRS
1211 S MARYLAND PKWY
LAS VEGAS NV 89104

Submitted after final agenda
Item 46

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101

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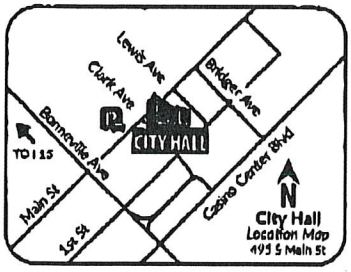

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21-0369-DIR1
16202210044
STONE ASSETS L L C
801 S RANCHO DR # E-4
LAS VEGAS NV 89106

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1

City Council Meeting of **09/01/2021**

Submitted after final agenda

Item 46

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495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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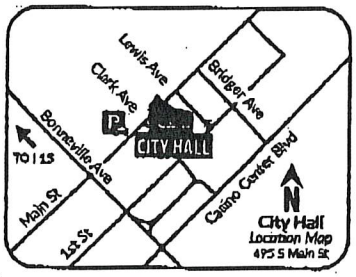

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FAX
702-382-
4803

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21-0369-DIR1
16202111060
SCOTT LILA W
1131 CHAPMAN DR
LAS VEGAS NV 89104-1851

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0369-DIR1
City Council Meeting of **09/01/2021**

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89 · PROPER 89104

Submitted after final agenda
Item 4e

Form Name:	RDA and City Council Comments
Submission Time:	August 30, 2021 10:46 am
Browser:	Firefox 91.0 / Windows
IP Address:	68.227.14.16
Unique ID:	854066026
Location:	36.144298553467, -115.27940368652

Meeting Date	Wednesday, September 1, 2021
Meeting Type	City Council
Agenda Item Number	46
Project Number	21-03
Position	I SUPPORT the project and all related applications.
Name	Melissa Clary
Residential or Business Address	1431 Sweeney Avenue Las Vegas, NV 89104
Phone	(702) 277-4566
Email	mclary121@gmail.com
Comments	I whole-heartedly support the addition of the Huntridge Theatre to the Las Vegas Historic Property Register.

Submitted after final agenda
Item 46

NOTE: THE FOLLOWING DOCUMENTATION WAS SUBMITTED FOR THE RECORD BEFORE OR AT THE PLANNING COMMISSION HEARING ON THIS ITEM WHICH IS NOW APPEARING BEFORE THE CITY COUNCIL

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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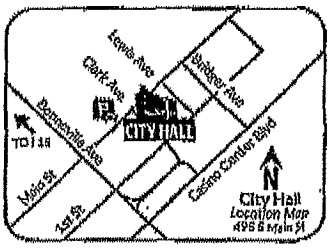

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[X] I SUPPORT this Request

[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

21-0369-DIR1
13934810096
CATRAM L L C
612 S 10TH ST
LAS VEGAS NV 89101-7001

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City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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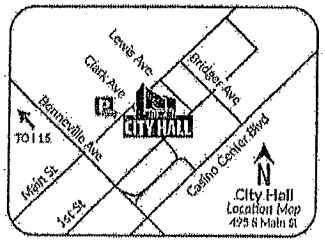
City of Las Vegas



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[X] I SUPPORT this Request [ ] I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

21-0369-DIR1
16203514033
DECKER CONSTANCE H REV LIV TR
DECKER CONSTANCE H TRS
PO BOX 1419
MCGILL NV 89318-1419

45A DEPT CASE

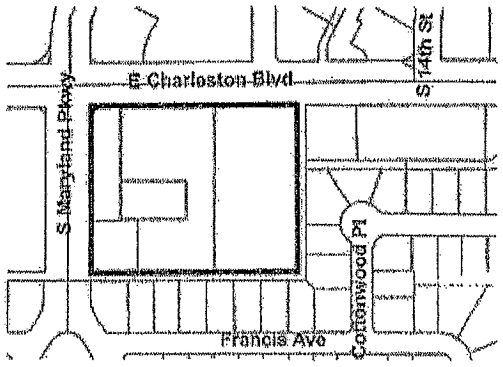
Application Information

21-0369-DIR1 - DIRECTOR'S BUSINESS - PUBLIC HEARING - APPLICANT/OWNER: BRASS MONKEY, LLC - For possible action on a Land Use Entitlement project request to designate the Huntridge Theater as a Historic Building on the City of Las Vegas Historic Property Register as approved by the Historic Preservation Commission (21-0312-HPC1) on 2.62 acres at 1208 East Charleston Boulevard (APN 162-02-110-016) C-2 (General Commercial) Zone, Ward 3 (Diaz).

I am for the Huntridge Theater to be designated on the City of Las Vegas Historic Property Registery.

Constance Decker

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	*08/10/2021*
Time:	6:00 PM
Location:	Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request, or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, 495 South Main Street, 3rd Floor, Las Vegas, Nevada 89101. 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 more information, including the full staff report, please call (702) 229-6301 (TTY 7-1-1) or go to www.lasvegasnevada.gov/meetings.

45A

7023880000 1

Aug 04 2021 5:58pm Lafayette Square

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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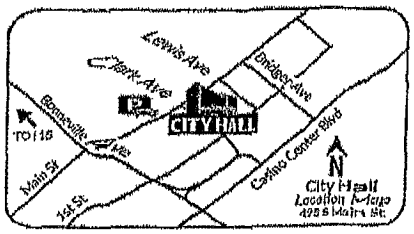

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

21-0369-DIR1
16202110007
HIMIDIAN NERCES SARKIS LIVING TR
HIMIDIAN NERCES SARKIS TRS
6931 S ARVILLE ST
LAS VEGAS NV 89118-5003

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7023880000 2

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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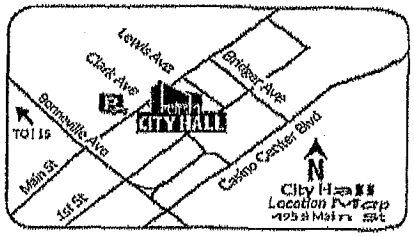

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21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

21-0369-DIR1
16202115021
HIMIDIAN SVETLANA
1426 E CHARLESTON BLVD # 110
LAS VEGAS NV 89104

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Aug 04 2021 5:58pm Lafayette Square

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Las Vegas, Nevada 89101

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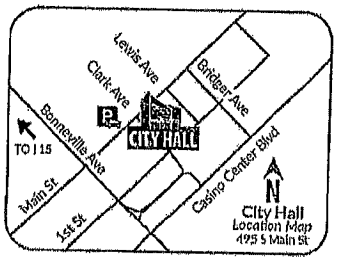

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21-0369-DIR1
16203514017
KELLY CONSULTING L L C
1674 BUNTING LN
SANIBEL FL 33957

☒ I SUPPORT this Request ☐ I OPPOSE this Request

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Planning Commission Meeting of **08/10/2021**

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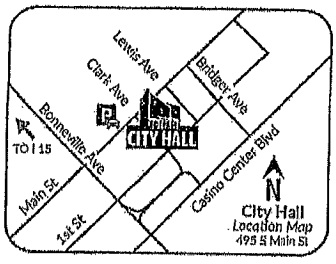

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

Its About Time we
Start Preserving our Past.

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21-0369-DIR1
16202115045
MILLER ARTHUR G & MARY M
1410 NORMAN AVE
LAS VEGAS NV 89104-1724

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Las Vegas, Nevada 89101

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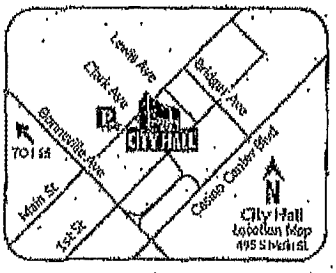

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1

Planning Commission Meeting of 08/10/2021

21-0369-DIR1
16202111038
WALLIS INVESTMENTS LTD
1530 CHARLESTON BLVD STE 5
LAS VEGAS NV 89104-1829

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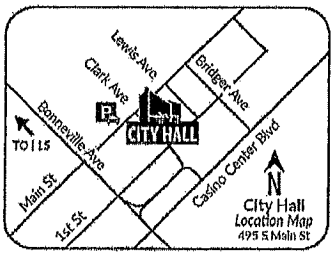

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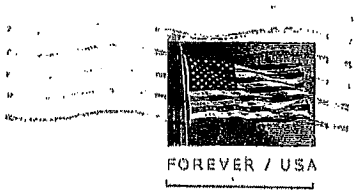
☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1

Planning Commission Meeting of **08/10/2021**



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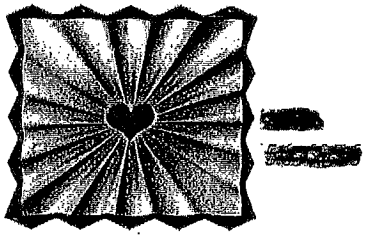

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Nora Lares

From: noreply@formstack.com
Sent: Monday, August 2, 2021 1:42 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2021
Submitted at 08/02/21 1:42 PM

Meeting Date:	Tuesday, August 10, 2021
Project Number:	21-0369-D
Position:	I SUPPORT the project and all related applications.
Name:	LILA SCOTT
Residential or Business Address:	1131 Chapman Dr Las Vegas, NV 89104
Phone:	(702) 385-9450
Email:	scottlwscott@aol.com
Comments:	I want you people to know that in getting online to make my submission was not as easy as it was last time. I followed your instructions under the square SCAN CODE - /MEETINGS. Doing that did not direct me to this page - PROTESTS AND APPROVALS. I had to call the Planning Commission to obtain the proper address which is just plan LASVEGASNEVADA.GOV - it is also not easy to find

45 A
Pg 1 of 2

the phone number to call.

Until I received this application form, I did not know that the property was owned by the BRASS MONKEY. The BRASS MONKEY is a casino - does this mean at some future point, the Huntridge Theatre will be turned into a casino?

Not related to this - because I didn't get a chance to express my opinion - but I can't believe - OR MAYBE I CAN BECAUSE OF THE YOUTH INVOLVED - that another tattoo parlor was put on 15th Street and East Charleston! There are so many tattoo parlors in this neighborhood that one can practically trip over them. I think if my neighbors could vote again on that, they would vote against it - I believe the building was converted before the ink was dry (L O L).

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

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Pg 2 of 2

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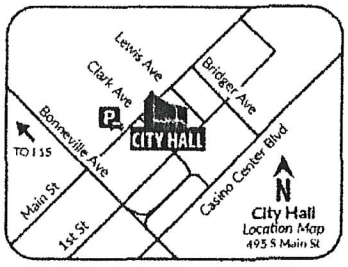

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City of Las Vegas

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21-0369-DIR1
16203514016
EVANS DANIEL C & DANIELLE C
1124 FRANCIS AVE
LAS VEGAS NV 89104

☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

93 DROFNP1 89104

08/02/2021 13:43 T-07:00 TO: +17024647499 FROM: 8778710426

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City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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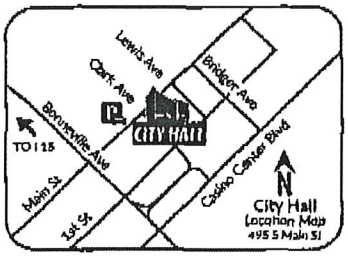

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☒ *I SUPPORT* this Request ☐ *I OPPOSE* this Request

Please use available blank space on card for your comments.

21-0369-DIR1
Planning Commission Meeting of **08/10/2021**

21-0369-DIR1
16202210044
STONE ASSETS L L C
801 S RANCHO DR # E-4
LAS VEGAS NV 89106

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Las Vegas, Nevada 89101

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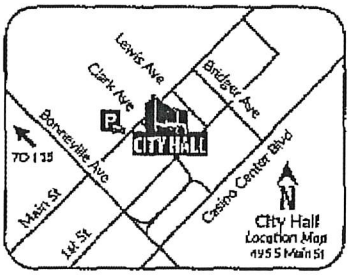

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

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21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

21-0369-DIR1
16202115058
TILMAN TRUST
TILMAN CHRISTOPHER R & DEVON TRS
1211 S MARYLAND PKWY
LAS VEGAS NV 89104

45A

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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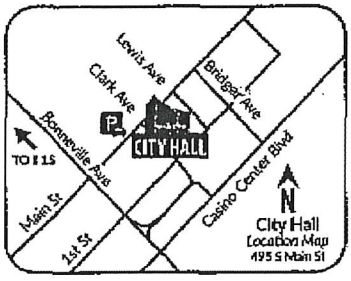

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

21-0369-DIR1
13934814002
DOWNTOWN RENTAL INC
PO BOX 7014
RIVERSIDE CA 92513

35 ORDFMP1 92513

45A

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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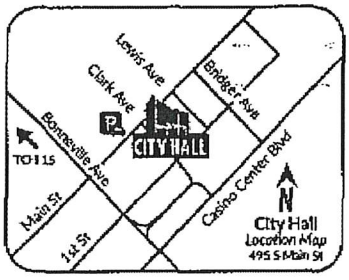

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

21-0369-DIR1
13934811035
CLARK APARTMENTS INC
PO BOX 7014
RIVERSIDE CA 92513-7014

DO NOT FOLD SEAL

45A

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested

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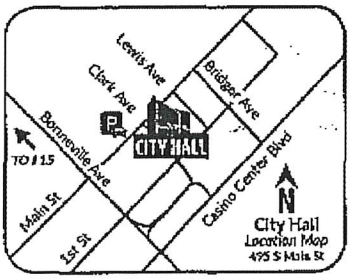

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[X] I SUPPORT this Request
[ ] I OPPOSE this Request

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21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

21-0369-DIR1
13935410018
DOWNTOWN RENTAL INC
PO BOX 7014
RIVERSIDE CA 92513-7014

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City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

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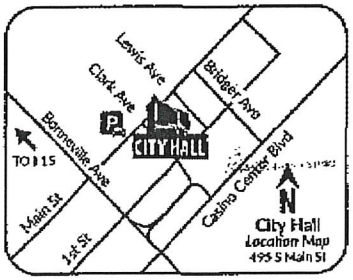

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☒ I SUPPORT this Request ☐ I OPPOSE this Request

Please use available blank space on card for your comments.

21-0369-DIR1

Planning Commission Meeting of **08/10/2021**

21-0369-DIR1
13934811036
CLARK APARTMENTS INC
PO BOX 7014
RIVERSIDE CA 92513-7014

45A

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
47

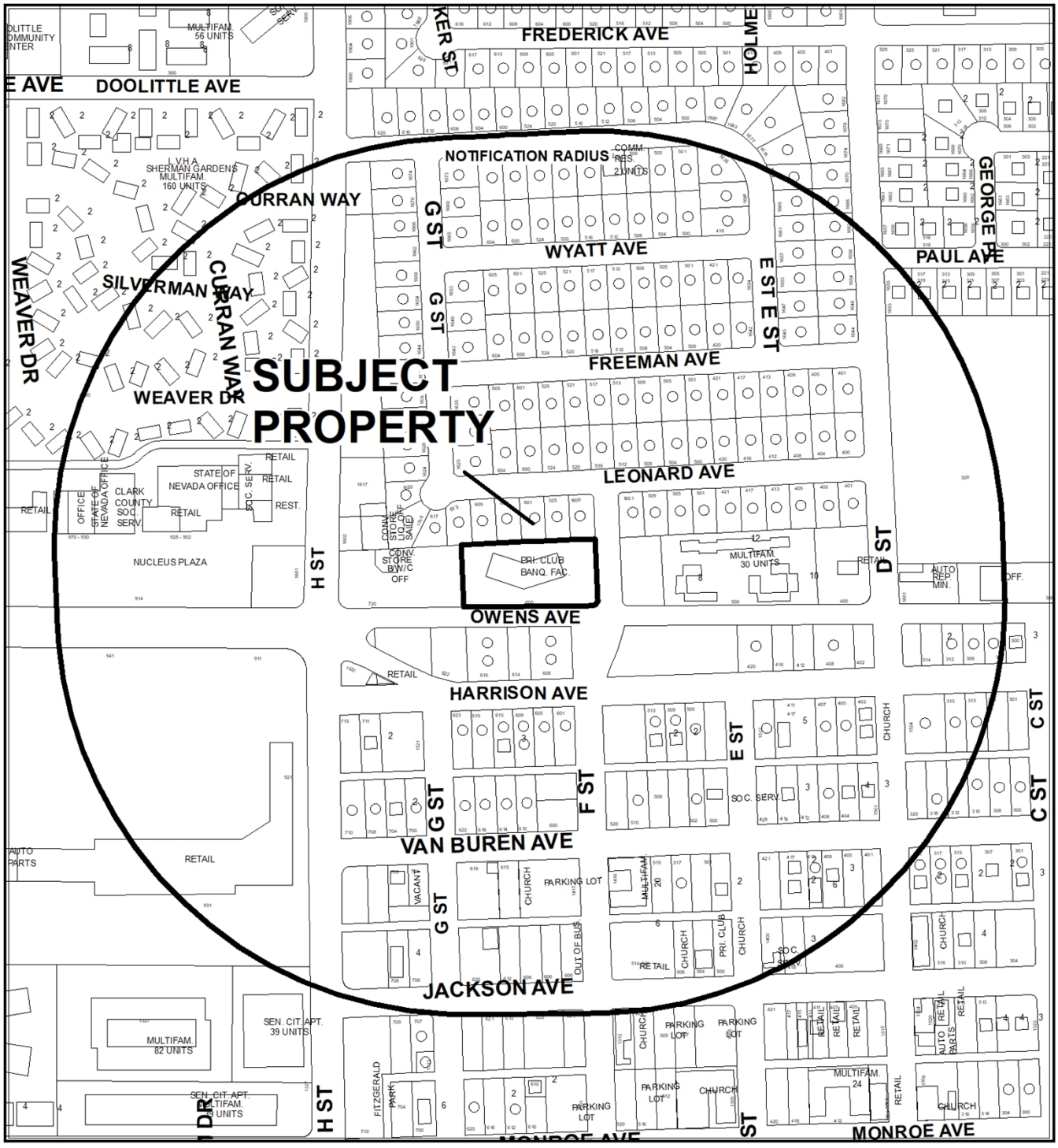
DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0387 - PUBLIC HEARING - APPLICANT/OWNER: W OWENS AVE TRUST - For possible action on the following Land Use Entitlement project requests on 1.26 acres at 600 West Owens Avenue (APN 139-22-402-008), C-1 (Limited Commercial) Zone, Ward 5 (Crear). The Planning Commission (5-2 vote) recommends DENIAL on the Land Use Entitlement project. 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 (5-2 vote) recommends DENIAL on the Land Use Entitlement project. Staff recommends APPROVAL on the Land Use Entitlement project.

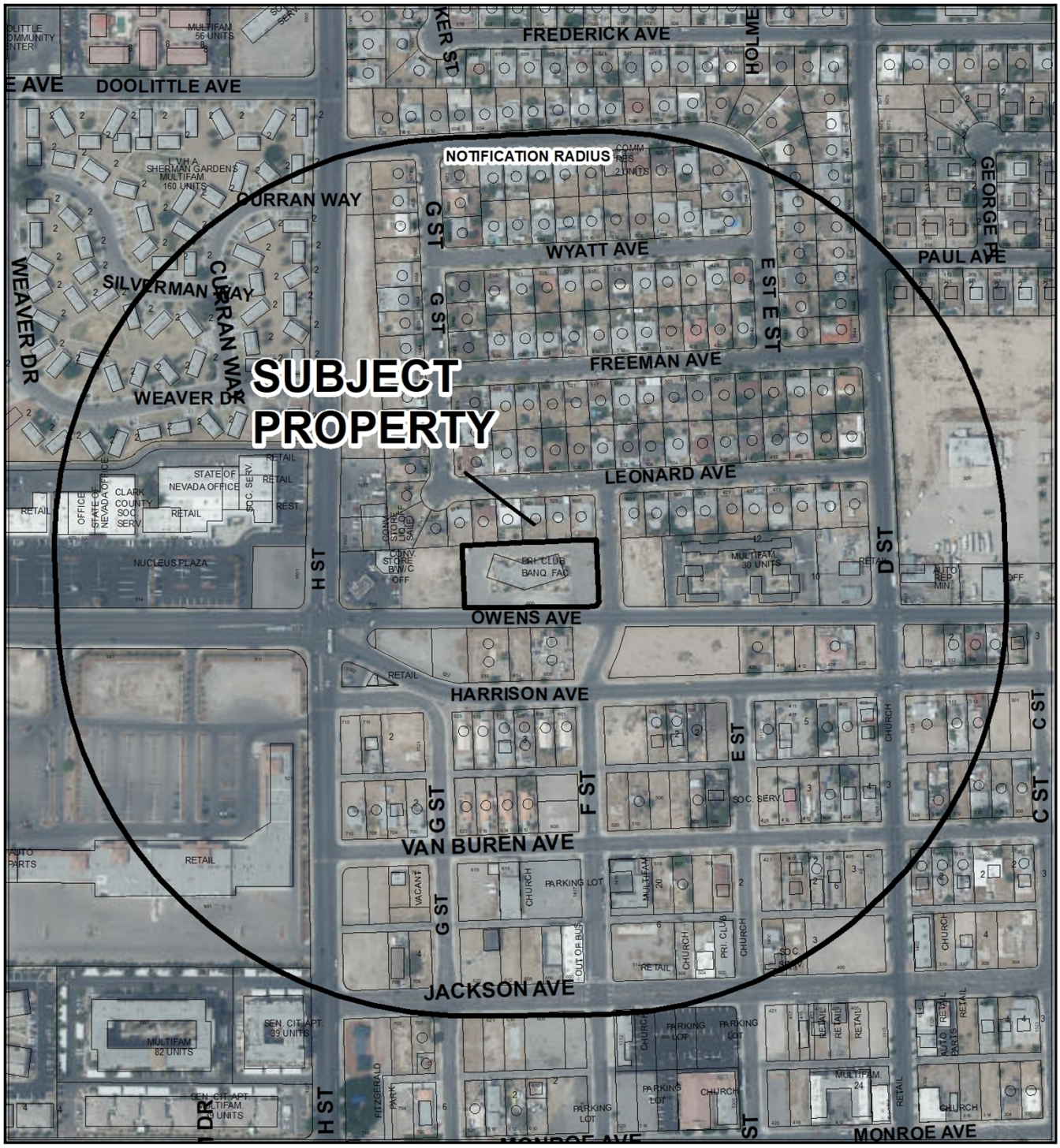
BACKUP DOCUMENTATION:
1. Location and Aerial Maps
2. Conditions and Staff Report
3. Supporting Documentation
4. Photo(s)
5. Justification Letter
6. Submitted after Final Agenda – Protest-Support Postcards and Documentation Not Vetted – Protest Petition
7. Submitted at Meeting – Protest Postcards, Home Value Information and Protest Petition by Leonard Martin
8. Backup Submitted for the August 10, 2021 Planning Commission Meeting



CASE: 21-0387

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)



CASE: 21-0387

RADIUS: 1000 FEET

ZONING OF SUBJECT PROPERTY: C-1 (LIMITED COMMERCIAL)

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: W OWENS AVE TRUST

**** STAFF RECOMMENDATION(S) ****

CASE NUMBER	*RECOMMENDATION*	*REQUIRED FOR APPROVAL*
21-0387-SUP1	Staff recommends APPROVAL, subject to conditions:	
21-0387-SDR1	Staff recommends APPROVAL, subject to conditions:	21-0387-SUP1

**** NOTIFICATION ****

NEIGHBORHOOD ASSOCIATIONS NOTIFIED 13

NOTICES MAILED 249 (By City Clerk)

PROTESTS 5

APPROVALS 1

SS

**** CONDITIONS ****

21-0387-SUP1 CONDITIONS

Planning

1. Approval of and conformance to the Conditions of Approval for a Site Development Plan Review (21-0387-SDR1) shall be required, if approved.

2. Conformance to the approved conditions for Rezoning (Z-0076-65).

3. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

4. All necessary building permits shall be obtained and final inspections shall be completed in compliance with Title 19 and all codes as required by the Department of Building and Safety.

5. These Conditions of Approval shall be affixed to the cover sheet of any plan set submitted for building permit, as well as submitted as part of any business license application.

6. All City Code requirements and design standards of all City departments must be satisfied, except as modified herein.

21-0387-SDR1 CONDITIONS

Planning

1. Approval of a Special Use Permit (21-0387-SUP1) shall be required, if approved.

2. This approval shall be void two years from the date of final approval, unless exercised pursuant to the provisions of LVMC Title 19.16. An Extension of Time may be filed for consideration by the City of Las Vegas.

3. All development shall be in conformance with the site plan, landscape plan, and building elevations, date stamped 07/26/21, except as amended by conditions herein.

4. A Waiver from Title 19.08.070 is hereby approved to allow a seven-foot perimeter landscape buffer where 15 feet is required along the south property line, a four-foot perimeter landscape buffer along the north property line where eight feet is required, and a three-foot perimeter landscape buffer along the west property line where eight feet is required.

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. 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.

8. A technical landscape plan, signed and sealed by a Registered Architect, Landscape Architect, Residential Designer or Civil Engineer, must be submitted prior to or at the same time application is made for a building permit. A permanent underground sprinkler system is required, 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.

9. The technical landscape plan shall include an additional 24-inch box shade tree to be located at the north end of the parking row on the west side of the property.

10. A fully operational fire protection system, including fire apparatus roads, fire hydrants and water supply, shall be installed and shall be functioning prior to construction of any combustible structures.

11. All City Code requirements and design standards of all City Departments must be satisfied, except as modified herein.

Public Works

12. The sidewalks along Owens Avenue and "F" Street 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, if any, needed to complete this requirement. 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.

13. Landscape and maintain all unimproved right-of-way adjacent to this site. All landscaping and private improvements installed with this project shall be situated and maintained so as to not create sight visibility obstructions for vehicular traffic at all development access drives and abutting street intersections.

14. Submit a License Agreement for landscaping and private improvements in the "F" Street and Owens Avenue 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).

15. Meet with the Flood Control Section of the Department of Public Works for assistance with establishing finished floor elevations and drainage paths for this site prior to submittal of construction plans, the issuance of any building or grading permits, whichever may occur first. Provide and improve all drainage ways as recommended.

**** STAFF REPORT ****

PROJECT DESCRIPTION

The applicant is requesting to remodel and expand an existing single-story building for use as a mortuary with various accessory uses including a banquet facility, florist shop and offices at 600 West Owens Avenue. The space would also be equipped for periodic private events.

ISSUES

- A Mortuary or Funeral Chapel is a permitted use in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit.
- Several accessory uses are proposed, including a Banquet Facility, General Retail Store [florist shop], offices and meeting space.
- Height would be added to the existing building. The resulting single-story building will meet Title 19.08 residential adjacency standards.
- A Waiver from Title 19.08.070 is requested to allow a seven-foot perimeter landscape buffer where 15 feet is required along the south property line, a four-foot perimeter landscape buffer along the north property line where eight feet is required, and a three-foot perimeter landscape buffer along the west property line where eight feet is required. Staff recommends approval of the waiver request.
- Staff has included in the standard landscape plan condition a requirement to add one additional parking lot tree to conform to Title 19 tree planting requirements.

ANALYSIS

The site is zoned C-1 (Limited Commercial) with a C (Commercial) General Plan land use designation, which allows for commercial uses ranging in intensity from small lot office conversions to large retail and auto-related uses. It is included in the West Las Vegas Plan but is not part of the Historic Westside District, which is subject to form-based code provisions. The proposed development is subject to Title 19 commercial development standards. The West Las Vegas Plan identifies the area along Owens Avenue as suited for commercial uses.

Currently the building is used for the activities of a fraternal organization. The business holds licenses for nonprofit general on-premise sale of alcohol and a banquet liquor establishment, which predated the requirement for a Special Use Permit for alcohol uses. Under the current proposal for a mortuary with accessory uses, alcohol may be served or sold by a licensed alcohol beverage caterer in association with a banquet facility license. Events may be held for private events along with limited live entertainment, but any publicly advertised entertainment activity (such as concerts or shows) would be prohibited. The applicant has indicated that no permanent alcohol use will be pursued at this time.

The Mortuary or Funeral Chapel use is permitted in the C-1 (Limited Commercial) zoning district with the approval of a Special Use Permit. There are no Minimum Special Use Permit Requirements for this use.

The Mortuary or Funeral Chapel use is defined by Title 19.18 as "a facility in which one or both of the following activities occur:

1. Dead bodies are prepared for burial or cremation.
2. Funeral services are conducted."

The proposed use satisfies this definition, as the building will house a receiving and funeral preparation area for dead bodies for burial, a casket showroom, multiple visitation rooms and a chapel for funeral services. No crematorium is proposed with this request.

The mortuary will feature a receiving area for dead bodies that will include an enclosed loading area in the northwest portion of the building, cooler rooms, an embalming area and makeup facility. The southern (front) portion of the building will include three viewing rooms, a conference room and funeral chapel. Hours of operation are expected to occur primarily from 9:00 a.m. to 5:00 p.m. daily, except when evening services may occur up to 9:00 p.m. The applicant expects a total of 10 employees, with eight on the busiest shift.

Access to the site is from Owens Avenue, which is a one-way street traveling westbound, and F Street, which leads into a residential neighborhood. Circulation at the front of the building is one-way only due to the location of the building; the access aisle can only accommodate angled parking. This is also the current layout of the site. Parking is in conformance with Title 19 requirements for a Mortuary or Funeral Chapel use.

The building will be remodeled to significantly change its appearance. The wall plane will be broken up by the addition of large windows and column elements, and additional height will be added without creating a second story. The building will meet Title 19.08 residential adjacency standards, falling under the 3:1 proximity slope from the existing single-family dwellings located to the north.

The elevations show a single-story building with a white stucco exterior having gray accents and featuring large rectangular and arched windows with mullions. The roofline varies in height from 15 to 22 feet with a cornice element. The existing six-foot CMU block wall will remain along the north side of the site, while a new six-foot decorative wall is proposed along the west property line. The site frontages will feature a proposed combination five-foot tall block wall with wrought iron in conformance with Title 19 fence/wall requirements.

The applicant has requested waivers of Title 19.08 perimeter landscape standards to allow a seven-foot wide buffer along the south property line where 15 feet is required along Owens Avenue, a four-foot wide buffer along the north property line where eight feet is required and a three-foot wide buffer along the west property line where eight feet is required. The reduced buffer along the south property line would accommodate angled parking, which is necessary due to the placement of the existing building. The buffer along the west property line tapers from approximately five feet to three feet in order to provide sufficient parking and maintain a two-way, 24-foot drive aisle. The portion of the buffer that is three feet wide is very short and should not affect the required pattern of tree planting within the buffer. Along the north property line, additional space is needed to provide a 24-foot fire lane behind the building. For these reasons, staff recommends approval of the requested waivers.

Trees are provided within the parking lot at the required intervals and at the ends of parking rows, with the exception of the north end of the parking row along the west side of the site. Staff has included a condition requiring an additional shade tree in this location.

The proposed Mortuary or Funeral Chapel use is appropriate for this area and can be conducted in a manner that is harmonious and compatible with the adjacent uses. Furthermore, the proposed changes to the building and grounds generally conform to Title 19 requirements, will enhance the aesthetics of the site and provide a well maintained commercial amenity in this area. Staff recommends approval of both requests with conditions.

FINDINGS (21-0387-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 Mortuary or Funeral Chapel use can be conducted in a manner that is harmonious and compatible with the existing commercial uses to the west, future commercial uses to the south and east and existing residential uses to the north.

2. **The subject site is physically suitable for the type and intensity of land use proposed.**

   The site is located on a corner lot and will have have access driveways on each frontage. Adequate parking will be provided to accommodate the proposed 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.**

   Owens Avenue, a Primary Arterial as designated by the Master Plan of Streets and Highways, is not constructed to its full capacity, but functions in tandem with Harrison Avenue as a couplet to adequately carry traffic to and from the site. F Street is a minor collector that will provide sufficient secondary access to the site.

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 license review and regular inspection, thereby protecting the public health, safety and general welfare.

5. **The use meets all of the applicable conditions per Title 19.12.**

   There are no minimum Special Use Permit requirements for the proposed Mortuary or Funeral Chapel use.

FINDINGS (21-0387-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 redevelopment of the site is compatible with existing and planned adjacent commercial development to the east and west and will be sufficiently buffered and set back from existing residential development to the north.

2. The proposed development is consistent with the General Plan, this Title, and other duly-adopted city plans, policies and standards;

The proposed building is generally consistent with Title 19 requirements, including residential adjacency standards. Due to the location of the existing building, perimeter landscape buffers are reduced to accommodate sufficient parking and emergency access, which staff supports. Visual enhancement of the property fulfills a need identified in the West Las Vegas Plan for many commercial properties in this area. The site is located within the boundaries of the Redevelopment Area and may benefit from its policies.

3. Site access and circulation do not negatively impact adjacent roadways or neighborhood traffic;

The access provided to and from the site from Owens Avenue and F Street will not negatively affect traffic in this area. Two driveways along Owens Avenue with right-in, right-out access and a two-way driveway along F Street will ensure sufficient access; the access drive provides one and two-way circulation around the building.

4. Building and landscape materials are appropriate for the area and for the City;

The existing brick and stucco building will be remodeled to feature exclusively stucco exteriors with many windows. The provided landscape materials

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 existing building will be significantly remodeled to create a more desirable appearance featuring changes in materials, roofline, wall plane, color and window size for visual interest. The proposed elevations will be harmonious and compatible with other commercial development in the area and the adjacent residential development.

6. Appropriate measures are taken to secure and protect the public health, safety and general welfare.

Site Development will be subject to permit and license review and inspection, thereby safeguarding the public health, safety and general welfare.

BACKGROUND INFORMATION

Related Relevant City Actions by Planning, Fire, Bldg., etc.	
12/15/65	The Board of City Commissioners approved a request for a Rezoning (Z-0076-65) from R-T (Trailer Park) to C-1 (Limited Commercial) on this site as part of a larger request. The Planning Commission and staff recommended approval.
09/10/81	The Planning Commission approved a request for a Plot Plan Review (Z-0076-65) for a proposed medical clinic generally located at the northwest corner of Owens Avenue and F Street. Staff recommended approval.
10/11/93	A two-lot Parcel Map (PM-0032-93) at the northwest corner of Owens Avenue and F Street was recorded.
08/10/21	The Planning Commission (5-2 vote) recommends DENIAL on the following Land Use Entitlement project requests on 1.26 acres at 600 West Owens Avenue (APN 139-22-402-008), C-1 (Limited Commercial) Zone, Ward 5 (Crear). • **21-0387-SUP1** - SPECIAL USE PERMIT - FOR A MORTUARY OR FUNERAL CHAPEL USE • **21-0387-SDR1** - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED SINGLE-STORY, 13,144 SQUARE-FOOT MORTUARY WITH WAIVERS OF PERIMETER LANDSCAPE REQUIREMENTS

Most Recent Change of Ownership	
03/09/20	A deed was recorded for a change in ownership.

Related Building Permits/Business Licenses	
01/28/82	A building permit (#7551) was issued for a single story, 8,588 square-foot medical clinic building at 600 West Owens Avenue. A final inspection was approved and a Certificate of Occupancy was issued 08/16/82.
03/03/82	A building permit (#8431) was issued for a 50 square-foot wall sign at 600 West Owens Avenue.
03/08/99	A building permit (#99006079) was issued for an interior remodel tenant improvement for a fraternal organization at 600 West Owens Avenue. A final inspection was approved 05/06/99.
04/03/99	A business license (L13-00005) was issued for the nonprofit general on-premise sale of liquor at 600 West Owens Avenue. The license remains active.

Related Building Permits/Business Licenses	
12/22/08	A business license (G01-02345) was issued for restricted gaming at 600 West Owens Avenue. The license is currently on hold pending action by the State Gaming Board.
02/02/11	A business license (L28-00007) was issued for a banquet liquor establishment at 600 West Owens Avenue. The license remains active.
03/07/11	A business license (B23-00077) was issued for a banquet facility at 600 West Owens Avenue. The license remains active.
08/16/18	A business license (G66-05905) was issued for nonprofit community services at 600 West Owens Avenue. The license remains active.
09/20/18	The Department of Planning – Licensing Enforcement Division conducted a compliance check (BLE563025) to verify a one-day opening and subsequent removal of a trailer for the current restricted gaming license at 600 West Owens Avenue.
07/24/21	The Department of Planning – Licensing Enforcement Division conducted a compliance check (BLE938316) for the current alcoholic beverage licenses at 600 West Owens Avenue. The business was open and in compliance with their conditional licenses.

Pre-Application Meeting	
06/09/21	A pre-application meeting was held with the applicant to discuss submittal requirements for a funeral home project. It was determined that Special Use Permit and Site Development Plan Review applications would be needed. The Ward 5 Office requested that the applicant hold a neighborhood meeting prior to the Planning Commission meeting.

Neighborhood Meeting	
07/26/21	A voluntary neighborhood meeting was held July 26, 2021 at True Love Missionary Baptist Church, 1941 “H” Street in Las Vegas. Approximately 20 members of the public were in attendance, not including the applicant.

Field Check	
07/06/21	The site contains an existing single-story building and parking lot in generally good condition. There were two vehicles parked in the lot, but the building appeared to be closed at the time of inspection. There was no vegetation within the existing landscape buffers along the perimeter of the property. The rear wall had been repainted in sections and some graffiti was noted.

Details of Application Request	
Site Area	
Net Acres	1.26

Surrounding Property	***Existing Land Use Per Title 19.12***	***Planned or Special Land Use Designation***	***Existing Zoning District***
Subject Property	Private Club, Lodge or Fraternal Organization Banquet Facility	C (Commercial)	C-1 (Limited Commercial)
North	Single Family, Detached	L (Low Density Residential)	R-1 (Single Family Residential)
South	Single Family, Detached Undeveloped	FBC (Form Based Code)	T4-N (T4 Neighborhood)
East	Undeveloped	C (Commercial)	C-1 (Limited Commercial)
West	General Retail Store, Other Than Listed/Undeveloped	C (Commercial)	C-1 (Limited Commercial)

Master and Neighborhood Plan Areas	***Compliance***
2050 Master Plan Area: Historic Westside	Y
West Las Vegas Plan	Y
Special Area and Overlay Districts	***Compliance***
A-O (Airport Overlay) District (140 Feet)	Y
Other Plans or Special Requirements	***Compliance***
Trails	N/A
Las Vegas Redevelopment Plan Area – Area 1	Y
Interlocal Agreement	N/A
Project of Significant Impact (Development Impact Notification Assessment)	N/A
Project of Regional Significance	N/A

DEVELOPMENT STANDARDS

Pursuant to Title 19.08, the following standards apply:

Standard	*Required/Allowed*	*Provided*	*Compliance*
Min. Lot Size	N/A	54,885 SF	N/A
Min. Lot Width	100 Feet	330 Feet	Y
Min. Setbacks • Front • Side • Corner • Rear	 10 Feet 10 Feet 10 Feet 20 Feet	 45 Feet 66 Feet 72 Feet 31 Feet	 Y Y Y Y
Max. Lot Coverage	50 %	24 %	Y
Max. Building Height	Limited by Residential Adjacency	22 Feet maximum (under the 3:1 proximity slope)	Y
Trash Enclosure	Screened, Gated, w/ a Roof or Trellis	Screened, Gated, w/ a Roof or Trellis	Y
Mech. Equipment	Screened	Screened	Y

Pursuant to Title 19.08.040, the following standards apply:

Residential Adjacency Standards	*Required/Allowed*	*Provided*	*Compliance*
3:1 proximity slope	56.5 Feet	57.6 Feet	Y
Adjacent development matching setback	15 Feet	31 Feet	Y
Trash Enclosure	50 Feet	71 Feet	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	17 Trees	Y
• South	1 Tree / 20 Linear Feet	11 Trees	11 Trees	Y
• East	1 Tree / 30 Linear Feet	3 Trees	6 Trees	Y
• West	1 Tree / 30 Linear Feet	5 Trees	8 Trees	Y
TOTAL PERIMETER TREES		**34 Trees**	**42 Trees**	**Y**
Parking Area Trees	1 Tree / 6 Uncovered Spaces, plus 1 tree at the end of each row of spaces	12 Trees	11 Trees	By Condition
LANDSCAPE BUFFER WIDTHS				
Min. Zone Width				
• North	8 Feet		4 Feet	N*
• South	15 Feet		7 Feet	N*
• East	8 Feet		8 Feet	Y
• West	8 Feet		3 Feet	N*
Wall Height	6 to 8 Feet Adjacent to Residential		Existing 6-foot CMU wall along north PL	Y

*The applicant has requested waivers of the perimeter landscape buffer standards. See Waiver table below for details.

Street Name	***Functional Classification of Street(s)***	***Governing Document***	***Actual Street Width (Feet)***	***Compliance with Street Section***
Owens Avenue	Primary Arterial	Master Plan of Streets and Highways Map	45	N
F Street	Minor Collector	Title 13	60	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 or Reqt	*Parking*		*Parking*		
			Regular	Handi-capped	Regular	Handi-capped	
Mortuary or Funeral Chapel	3,550 sf in gathering rooms	One space per 100 sf of non-fixed seating in gathering room	36				
TOTAL SPACES REQUIRED			36		45		Y
Regular and Handicap Spaces Required			34	2	43	2	Y
Loading Spaces	13,144 sf	10,000-29,000 sf = 2 spaces	2		2		Y

Monument Signs: *[corner of Owens Ave and F St]*		
Standards	***Allowed***	***Provided***
Maximum Number	1 / 200 Feet street frontage 3 total (2 on Owens Ave, 1 on F St)	1 total
Maximum Area	75 SF / sign	~25 SF
Maximum Height	10 Feet	5 Feet
Minimum Setback	5 Feet	5 Feet
Illumination	Subject to residential protection standards of Title 19.08	Not provided, subject to building permit

Waivers		
Requirement	***Request***	***Staff Recommendation***
15-foot perimeter landscape buffer along public rights-of-way	To allow a 7-foot buffer along the south property line	Approval
8-foot perimeter landscape buffer along interior property lines	To allow a 4-foot buffer along the north property line and a 3-foot buffer along the west property line	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) Site Development Plan Review, Special Use Permit, Variance

Project Address (Location) 600 W. Owens Ave.

Project Name Giddens Memorial Chapel **Proposed Use** Funeral Home/Chapel/Banquet

Assessor's Parcel #(s) 139-22-402-008 **Ward #** 5

General Plan: Existing Com.(Dtown) Proposed Com.(Dtown) **Zoning:** Existing C-1-Limited C Proposed C-1-Limited C

Additional Information Allow a approx. 13,144 s.f. remodel and addition for a Mortuary/Funeral Home, Chapel/Banquet Facility in C-1-Commerical Zone, Site Plan Review and variance for Landscape Setback.

Property Owner W. Owens Ave Trust Contact Eddie Haddad
Address 900 S. las Vegas Blvd #810 City Las Vegas State NV Zip 89101
E-mail eddie@huelofts.com Phone 702.491.5812

Applicant W. Owens Ave Trust Contact Eddie Haddad
Address 900 S. las Vegas Blvd #810 City Las Vegas State NV Zip 89101
E-mail eddie@huelofts.com Phone

Representative KME Architects LLC Contact Danithza Olsen
Address 8367 W. Flamingo Rd., Ste. 100 City Las Vegas State NV Zip 89101
E-mail danithza@kmearchitects.com Phone 702.888.2088

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 Eddie Haddad

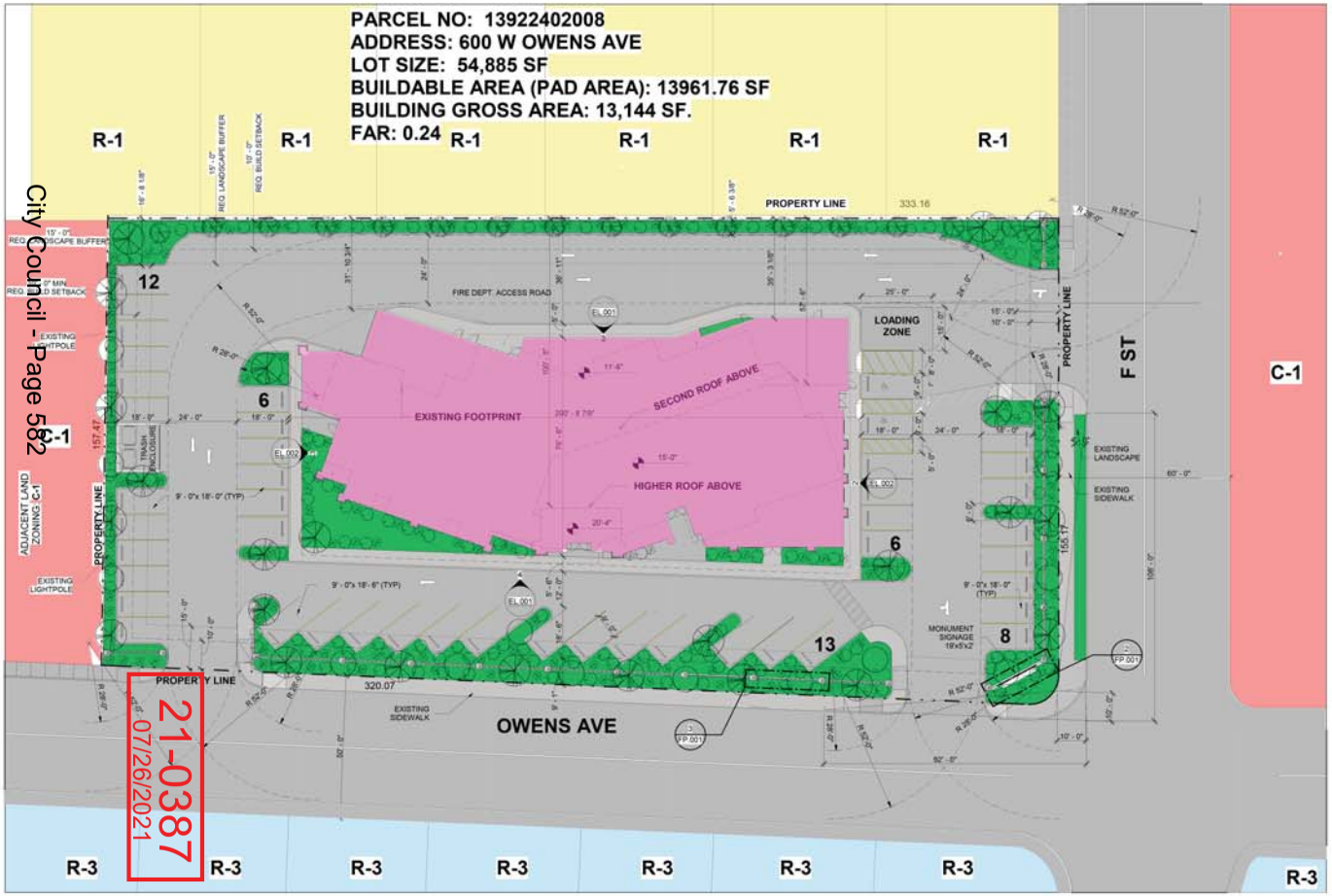
Subscribed and sworn before me

This 17th day of June, 20 21

Notary Public in and for said County and State

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
KRYSTA SITKO
Appt. No. 04-88368-1
My Appt. Expires April 12, 2024

21-0387
06/04/2021



1 SITE PLAN - OVERALL
SCALE: 1" = 20'-0"

SITE INFORMATION

JURISDICTION	CITY OF LAS VEGAS
PARCEL NUMBER	139-22-402-008
CURRENT ZONING	C-1
PROPOSED ZONING	C-1
LOT SIZE	1.26 ACRES 54,885 SF

PARKING TABULATION

1 / 100 SF. NON FIXED SEATING AREA IN GATHERING ROOMS (CHAPEL AND VIEWING ROOMS)
3,550 SF / 100 SF. = 36 SPACES
1/ EACH EMPLOYEE IN LARGEST SHIFT. 8 EMPLOYEES = 8 SPACES

PARKING SPACES	REQUIRED	PROVIDED
TOTAL	44	46
HANDICAPPED	2	2 (1 H/C CAR + 1 VAN ACCESSIBLE SPACE)
LOADING SPACES	2	2

PER 2018 IBC TABLE 1106.1 - ACCESSIBLE PARKING SPACES

PER 2018 IBC SECTION 1106.5 - FOR EVERY SIX OR FRACTION OF SIX ACCESSIBLE PARKING SPACES, AT LEAST ONE SHALL BE A VAN-ACCESSIBLE PARKING SPACE.

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2021.07.23

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PROJECT
GIDDENS MEMORIAL CHAPEL
600 W. OWENS AVENUE LAS VEGAS NV 89106

SHEET TITLE
OVERALL SITE PLAN

REVISIONS

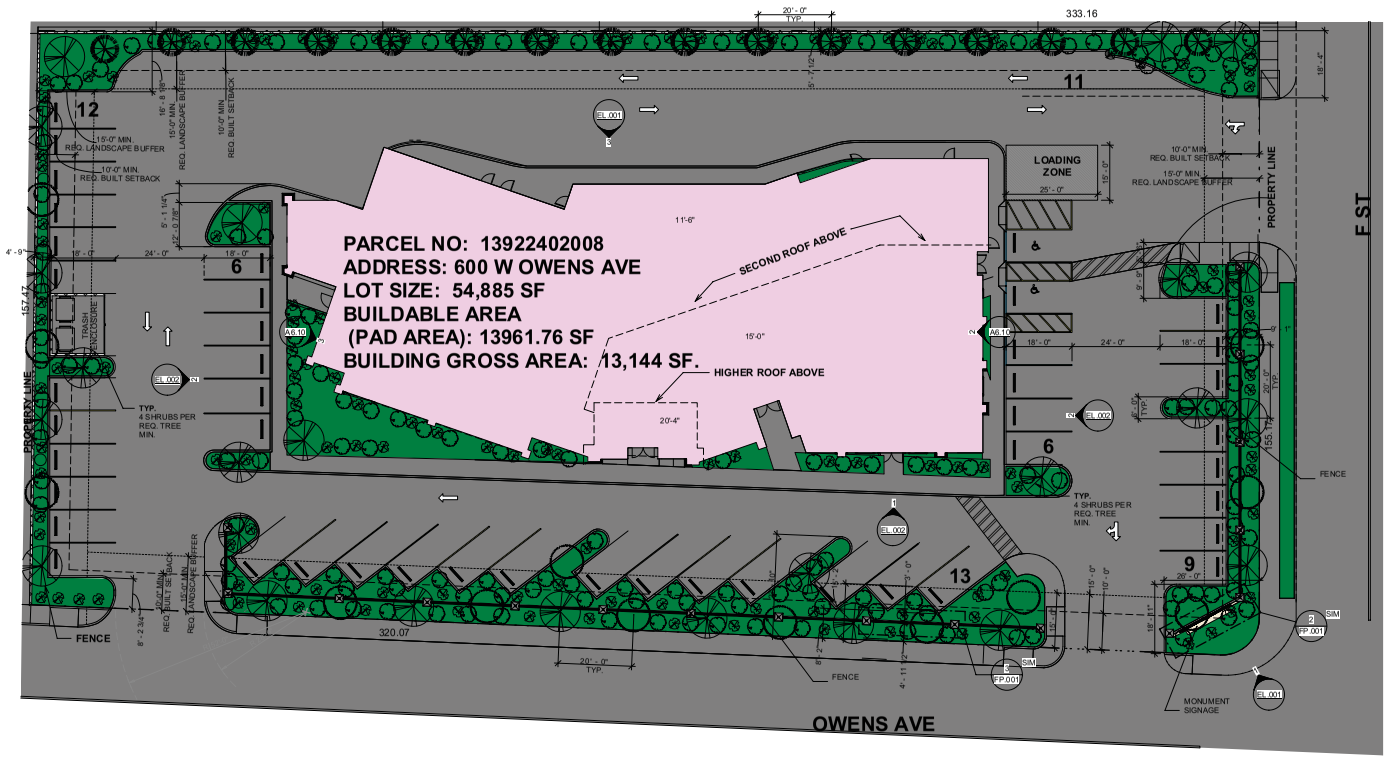
No.	Description	Date

DRAWN BY: KME
DATE: 2021.07.23
JOB NO: 2021-012
SCALE: AS INDICATED

SHEET
SP.001

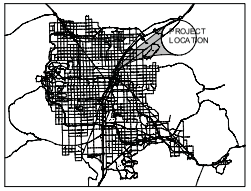
City Council - Page 582
21-0387
07/26/2021

C-1



1 FIRST FLOOR - OVERALL LANDSCAPE
SCALE: 1/16" = 1'-0"

SITE LOCATION MAP



A B C D E

TYPE	QTY.	DESCRIPTION
		TREES
A	25	RHUS LANCEA AFRICAN SUMAC 24 " BOX
B	13	ACACIA ANEURA
C	16	SOPHORA SECUNDIFLORA
		SHRUBS
D	130	ANISODONTEA HYPOMANDARUM
E	164	LANTANA CAMARA

PLANTING TABULATION

PER THE CITY OF LAS VEGAS CHAPTER 19.12 LANDSCAPE, WALL AND BUFFER REQUIREMENTS

PERIMETER LANDSCAPE BUFFERING	REQUIRED	PROVIDED
NORTH	8' - 0"	5' - 7" TO 18' - 4" *
EAST	15' - 0"	9' - 1" *
SOUTH	15' - 0"	8' - 2" TO 15' - 2" *
WEST	8' - 0"	4' - 9" *

*SEE SITE PLAN DEVELOPMENT SUBMITTAL

SPACING OF TREES	REQUIRED	PROVIDED
	1 PER 20 LINEAR FEET	1 PER 20 LINEAR FEET

SHRUB REQUIREMENTS:

REQUIRED:
FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE

PROVIDED:
MIN. FOUR 5-GALLON SHRUBS REQUIRED FOR EVERY REQUIRED TREE

PER THE CITY OF LAS VEGAS ZONING ORDINANCE PLANTING REQUIREMENTS CHAPTER 19.10:

-MIN.NO.OF TREES: TOTAL NO.OF UNCOVERED PARKING SPACES/6 = 46/6=8
-MIN.NO. OF SHURBS: NO.OF TREES X 4 SHRUBS= 8 X 4 = 32 SHRUBS
-MIN.GROUND COVER: TOTAL ISLAND AREA = 1,934 SF X 2 INCH HEIGHT = 3,868 CUBIC FEET

21-0387
07/26/2021

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2021.06.17

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PROJECT:
GIDDENS MEMORIAL CHAPEL
600 W. OWENS AVENUE LAS VEGAS NV 89106

SHEET TITLE:
LANDSCAPE PLAN

REVISIONS

No.	Description	Date

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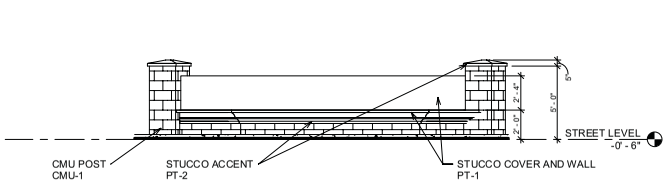
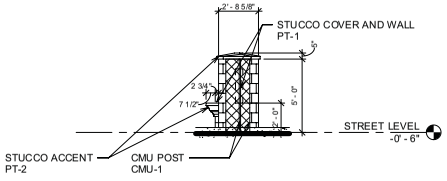
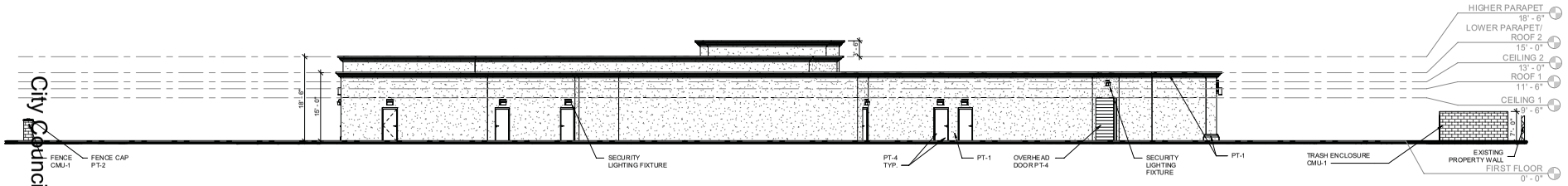


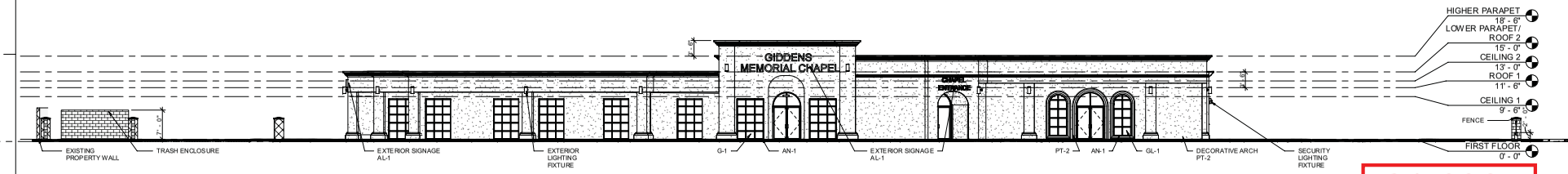
1 STREET SIGNAGE - FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 STREET SIGNAGE - SIDE ELEVATION
SCALE: 1/4" = 1'-0"



3 NORTH ELEVATION.
SCALE: 3/32" = 1'-0"



4 SOUTH ELEVATION.
SCALE: 3/32" = 1'-0"

EXTERIOR FINISH LEGEND

PT-1	STUCCO WALLS AND CORNICE - WHITE
PT-2	STUCCO ACCENT - LIGHT GRAY
CMU-1	CMU WALL - SILVERADO COLOR
PT-4	PAINT - LIGHT GRAY
G-1	GLASS WINDOW -GRAY TINT
AN-1	ANODIZED STOREFRONT
AL-1	EXTERIOR SIGNAGE - DARK GRAY

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PROJECT:
GIDDENS MEMORIAL CHAPEL
600 W. OWENS AVENUE LAS VEGAS NV 89106

SHEET TITLE:
EXTERIOR ELEVATIONS

21-0387
07/26/2021

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No.	Description	Date

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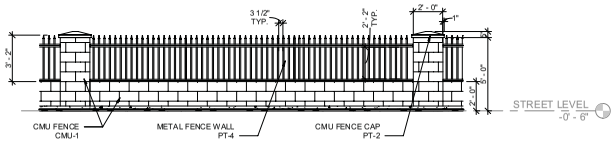
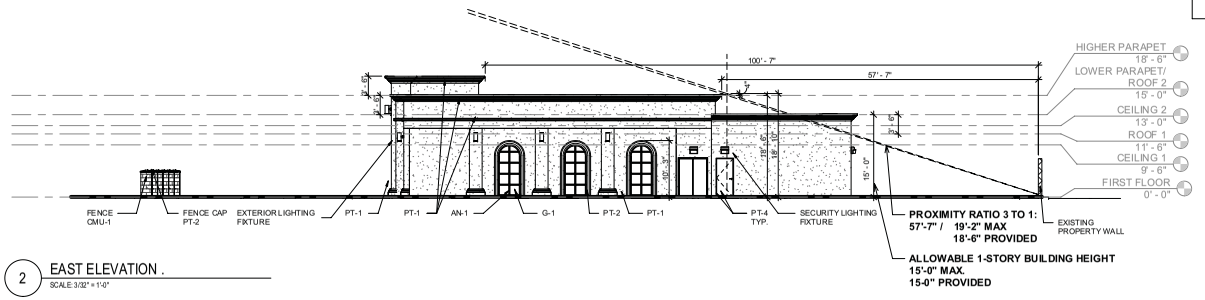
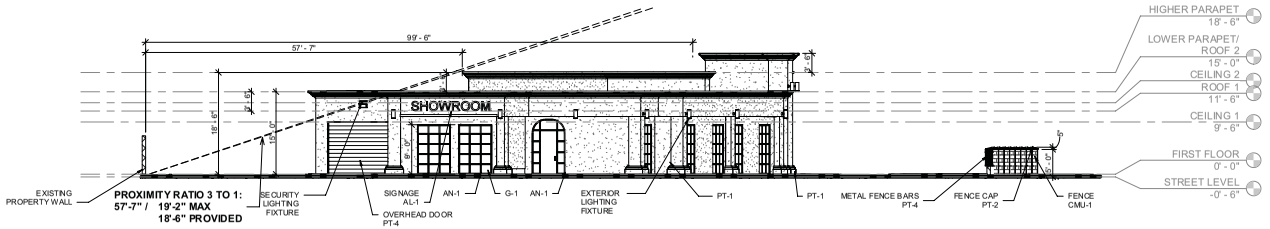


1 FENCE - TYP. FRONT ELEVATION
SCALE: 1/4" = 1'-0"



2 EAST ELEVATION .
SCALE: 3/32" = 1'-0"



3 WEST ELEVATION.
SCALE: 3/32" = 1'-0"

EXTERIOR FINISH LEGEND

PT-1	STUCCO WALLS AND CORNICE - WHITE
PT-2	STUCCO ACCENT - LIGHT GRAY
CMU-1	CMU WALL - SILVERADO COLOR
PT-4	PAINT - LIGHT GRAY
G-1	GLASS WINDOW -GRAY TINT
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PROJECT:
GIDDENS MEMORIAL CHAPEL
600 W. OWENS AVENUE LAS VEGAS NV 89106

SHEET TITLE:
EXTERIOR ELEVATIONS

21-0387
07/26/2021

REVISIONS

No.	Description	Date

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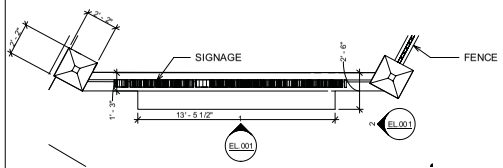
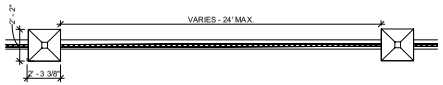
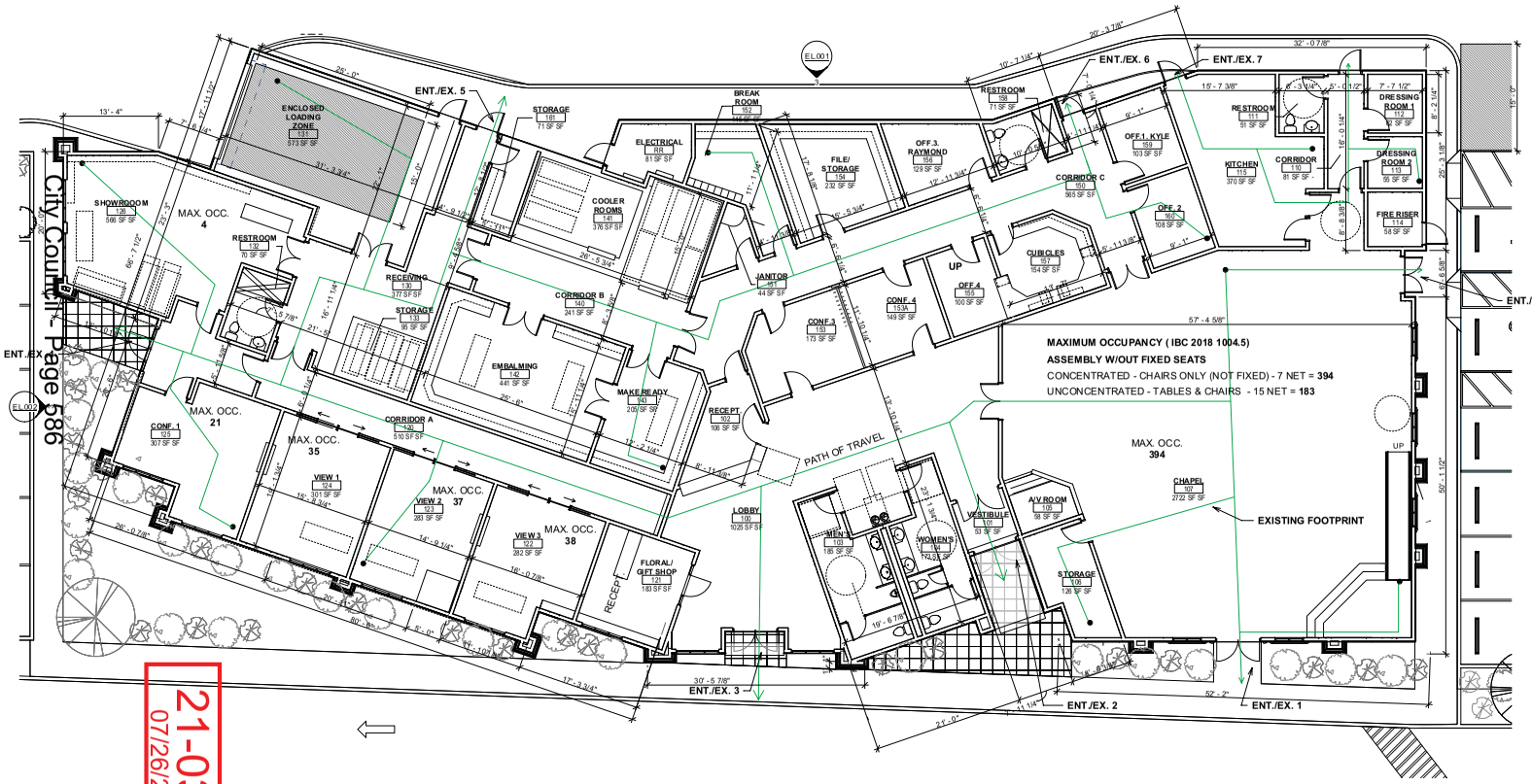


2 SITE PLAN - STREET SIGNAGE
SCALE: 1/4" = 1'-0"



3 FENCE - TYP. ELEVATION
SCALE: 1/4" = 1'-0"



1 FIRST FLOOR - OVERALL
SCALE: 1/8" = 1'-0"

OCCUPANCY SCHEDULE FIRST FLOOR

NUMBER	ROOM NAME	AREA	LOAD FACTOR	OCCUPANT LOAD
100	LOBBY	1025	0 SF	
101	VESTIBULE	53	0 SF	
102	RECEPT.	106	150 SF	0.71
103	MEN'S	185	0 SF	
104	WOMEN'S	173	0 SF	
105	A/V ROOM	58	150 SF	0.38
106	STORAGE	126	300 SF	0.42
107	CHAPEL	2722	7 SF	3819.23
110	CORRIDOR	81	0 SF	
111	RESTROOM	51	0 SF	
112	DRESSING ROOM 1	62	150 SF	0.42
113	DRESSING ROOM 2	55	150 SF	0.37
114	FIRE RISER	58	300 SF	0.19
115	KITCHEN	370	200 SF	1.85
120	CORRIDOR A	510	0 SF	
121	FLORAL/ GIFT SHOP	183	150 SF	1.22
122	VIEW 3	282	7 SF	40.36
123	VIEW 2	283	7 SF	40.44
124	VIEW 1	301	7 SF	43.06
125	CONF. 1	307	15 SF	20.49
126	SHOWROOOM	566	150 SF	3.78
130	RECEIVING	377	300 SF	1.26
131	ENCLOSED LOADING ZONE	573	300 SF	1.91
132	RESTROOM	70	0 SF	
133	STORAGE	95	0 SF	
140	CORRIDOR B	241	0 SF	
141	COOLER ROOMS	376	300 SF	1.25
142	EMBALMING	441	150 SF	2.95
143	MAKE READY	205	150 SF	1.36
150	CORRIDOR C	565	0 SF	
151	JANITOR	44	300 SF	0.15
152	BREAK ROOM	145	150 SF	0.97
153	CONF.3	173	15 SF	11.57
153A	CONF. 4	149	15 SF	9.94
154	FILE/ STORAGE	232	300 SF	0.78
155	OFF.4	100	150 SF	0.67
156	OFF.3. RAYMOND	129	150 SF	0.86
157	CUBICLES	154	150 SF	1.03
158	RESTROOM	71	0 SF	
159	OFF.1 KYLE	103	150 SF	0.68
160	OFF. 2	108	150 SF	0.72
161	STORAGE	71		
	NET SQUARE FEET	11981		579
	GROSS SQUARE FEET	13,144 SF		

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2021.07.23

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PROJECT:
GIDDENS MEMORIAL CHAPEL
600 W. OWENS AVENUE LAS VEGAS NV 89106

SHEET TITLE:
FLOOR PLAN

REVISIONS		
No.	Description	Date

DRAWN BY: Author
DATE: 2021.07.23
JOB NO: 2021-012
SCALE: AS INDICATED
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City Council - Page 586
21-0387
07/26/2021

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06/17/2021

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Giddens Memorial Chapel

City Council - Page 588

21-0387
06/17/2021

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Giddens Memorial Chapel

21-0387-SUP1 AND 21-0387-SDR1 - APPLICANT/OWNER: W OWENS AVE TRUST
600 WEST OWENS AVENUE

07/06/2021

21-0387-SUP1 AND 21-0387-SDR1 - APPLICANT/OWNER: W OWENS AVE TRUST
600 WEST OWENS AVENUE

07/06/2021

21-0387-SUP1 AND 21-0387-SDR1 - APPLICANT/OWNER: W OWENS AVE TRUST
600 WEST OWENS AVENUE

07/06/2021

21-0387-SUP1 AND 21-0387-SDR1 - APPLICANT/OWNER: W OWENS AVE TRUST
600 WEST OWENS AVENUE

07/06/2021

21-0387-SUP1 AND 21-0387-SDR1 - APPLICANT/OWNER: W OWENS AVE TRUST
600 WEST OWENS AVENUE

07/06/2021

June 17, 2021
Department of Planning
Development Services Center
333 N. Rancho Drive, 3rd Floor
Las Vegas, NV 89106
Re: Giddens Memorial Chapel
600 W. Owens Ave. Las Vegas, NV 89106
APN 139-22-402-008
100685-PRE
PROJECT 21-0387

Melvin Green
Principal

Emanuele Arguelles
Principal

Justification Letter

KME Architects, LLC on behalf of our client, Eddie Haddad, W. Owens Ave Trust are pleased to submit this application submittal package for Site Design Review (SDR) with a Landscape buffer variance request, and a Special Use Permit (SUP) application for Mortuary/Funeral Chapel use in a C-1 (Limited Commercial District) Zone, for the Giddens Memorial Chapel.

Site Development Review:

The project consists of the remodel and addition to a one-story mortuary/funeral chapel with various accessory uses including banquet facility, florist shop, and offices. The building is a fire sprinklered 13,144 gross square feet facility. The building floor will consist of receiving and funeral preparation area of dead bodies for burial, casket showroom, 3 visitation/viewing rooms, 3 conference rooms, a lobby area, a small florist/gift shop, a commercial kitchen, administrative office spaces, an accessory use chapel/banquet area to serve up to 394 occupants with fire alarm included, 2 dressing rooms, restrooms and circulation spaces, surface parking, 2 loading zones, trash enclosure, and a grease interceptor on site. There will be no cremation services in this facility.

The exterior of the building will consist of white color stucco accentuated with light gray stucco arches around chapel windows, arched entrances, bronzed anodized windows with glazing, and ornamental molding projection on the parapet cornices.

This one-story building has an overall height that varies between 15'-0" in the north side to up to 21'-10" in the south side / main entrance. The proposed building conforms with the neighborhood adjacency 3:1 proximity ratio guidelines. The site will be surrounded by an existing perimeter CMU wall placed along the landscape buffer in the North, and a new decorative split face CMU perimeter wall along the West. On the South and East side there will be a combination of decorative split face CMU wall/fence and wrought iron railing. There will be a monument sign at the corner of Owens and F Street. The monument sign and fence will adhere to City Standards.

21-0387
06/17/2021

8367 west flamingo road suite one hundred, las vegas nevada 89147 | office. 702.888.2088 | fax. 702.888.2089 | website: www.kmearchitects.com

The project will adhere to the latest City of Las Vegas Unified Development Code. The office hours of operation are 9:00 am to 5:00 pm unless there are services which may occur after 5:00 pm but not later than 9:00 pm. There are 10 employees in total and there are 8 employees working at the busiest shift. The owner maintains a funeral board license to operate the facility.

Landscape variance request:
We are requesting a variance to the required minimum landscape buffer. Due to Fire Department requirements to provide access to building we need to provide a 24' wide fire lane in the back of the building that connects to both Owens and F Street. On the North side of the property, we propose a landscape buffer between 5'-7" and 18'-4" where a 8'-0" setback is required. On the East, we propose to maintain the approximate 9'-1" setback where 15'-0" setback is required. We are adding landscape islands every 6 parking spaces and adhering its landscape to City standards. On the South side, we propose a landscape buffer between 8'-2" and 15'-2" where 15'-0' setback is required and maintain the existing angled parking layout. Currently, there is an approximate 5'-0" landscape buffer on the South and West edges of site. On the West side of the property, we propose a 4'- 9" setback where a 8'-0" setback is required. We are providing landscape islands as often as required per City standards throughout the site with the exception of providing a landscape island at the northeast side of building near the fire lane exit and loading zone to avoid any visibility issues.

Melvin Green
Principal

Emanuele Arguelles
Principal

Special Use Permit (SUP)

We are requesting a SUP to allow a Mortuary/Funeral Chapel in a C-1 (Limited Commercial District) Zone with accessory uses including a banquet facility, florist shop, and offices. The building primary frontage will be located on W. Owens Ave. and secondary frontage on F Street. Most traffic with enter/exit from two driveways to W. Owens Ave. We will provide a fire lane behind the building to connect to both streets. The building will not be detrimental to the surrounding neighborhood. We believe that the proposed use is compatible with existing surrounding land uses and that the site is physically suitable for the proposed use. The building will be surrounded with a decorative fence and landscape regional to Southern Nevada. The proposed site design and landscape will enhance the neighborhood and we believe will create an aesthetically pleasing environment that is harmonious with future developments in the area. Per recommendation of Ward 5 Council we will be conducting neighborhood meetings to seek support from the neighborhood.

Please contact me with any questions you may have regarding this project.
Sincerely,

Melvin Green, NCARB, APEC, NOMA. Principal

21-0387
06/17/2021

8367 west flamingo road suite one hundred, las vegas nevada 89147 | office. 702.888.2088 | fax. 702.888.2089 | website: www.kmearchitects.com

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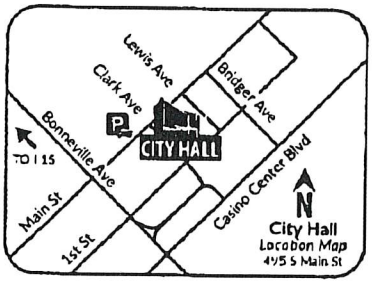

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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0387 and 21-0387-SUP1 and 21-0387-SDR1
City Council Meeting of **09/01/2021**

21-0387
13927110150
MARTIN LEONARD
623 HARRISON AVE
LAS VEGAS NV 89106-3018

03 FRDFMP1 8916

Submitted after final agenda
Items 47a-47b

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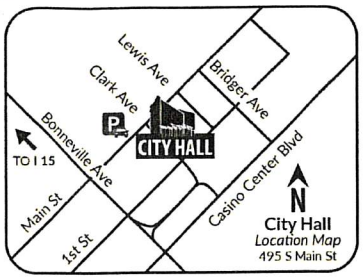

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21-0387 and 21-0387-SUP1 and 21-0387-SDR1

City Council Meeting of **09/01/2021**

21-0387
13927110147
GRANT MILLS TRUST
FRANKLIN MARGARET E TRS
2751 CAROLINA BLUE AVE
HENDERSON NV 89052-3864

Submitted after final agenda
Items 47a-47b

65 FRDFNP1 89052

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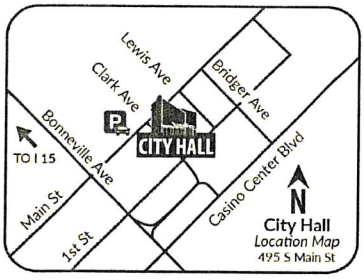

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City Council Meeting of **09/01/2021**

21-0387
13927110146
GRANT MILLS TRUST
FRANKLIN MARGARET E TRS
2751 CAROLINA BLUE AVE
HENDERSON NV 89052-3864

Submitted after final agenda
Items 47a-47b

65 FRDFNP1 89052

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Las Vegas, Nevada 89101

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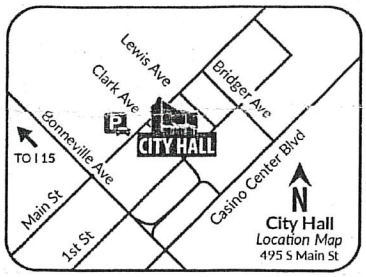

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☒ I OPPOSE this Request

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City Council Meeting of **09/01/2021**

21-0387
13927110148
FERNANDEZ-WHEELER NAZAREE
605 HARRISON AVE
LAS VEGAS NV 89106-3018

Submitted after final agenda
Items 47a-47b

83 PROFMP1 89106

Application Information

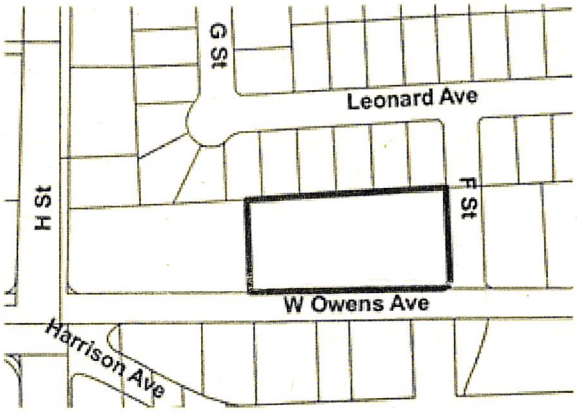
21-0387 - PUBLIC HEARING - APPLICANT/OWNER: W OWENS AVE TRUST - For possible action on the following Land Use Entitlement project requests on 1.26 acres at 600 West Owens Avenue (APN 139-22-402-008), C-1 (Limited Commercial) Zone, Ward 5 (Crear). The Planning Commission (5-2 vote) recommends DENIAL on the Land Use Entitlement project. Staff recommends APPROVAL on the Land Use Entitlement project.

21-0387-SUP1 - SPECIAL USE PERMIT - FOR A MORTUARY OR FUNERAL CHAPEL USE

21-0387-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED SINGLE-STORY, 13,144 SQUARE-FOOT MORTUARY WITH WAIVERS OF PERIMETER LANDSCAPE REQUIREMENTS

We do not need any more traffic down in this area it is noisey enough with the motorcycles, every night and all night. Enough is enough!

Application Location



The proposed project may not pertain to the entire highlighted project site.

Public Hearing Information

Meeting:	City Council
Date:	09/01/2021
Location:	City Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada
Time:	9:30 a.m.

Any and all interested persons may appear and be heard at said meeting, or may, prior thereto, file written objections thereto or approvals thereof with the City Clerk, 2nd Floor, City Hall, 495 South Main Street, Las Vegas, Nevada, 89101. For more information, go to www.lasvegasnevada.gov/meetings or call (702) 229-6311 (TTY 7-1-1). Note that postcards and comments received after an agenda posts will not be reflected online until after the meeting; however, the comments are made available to the members of the governing body for their consideration prior to the meeting.

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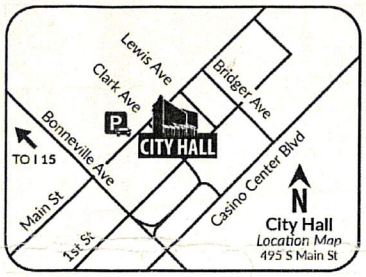

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☐ I SUPPORT this Request

☒ I OPPOSE this Request

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21-0387 and 21-0387-SUP1 and 21-0387-SDR1

City Council Meeting of **09/01/2021**

21-0387
13922410140
MCLEMORE GEORGIA
604 WYATT AVE
LAS VEGAS NV 89106-2742

Submitted after final agenda
Items 47a-47b.

03 FRDFNP1 89106

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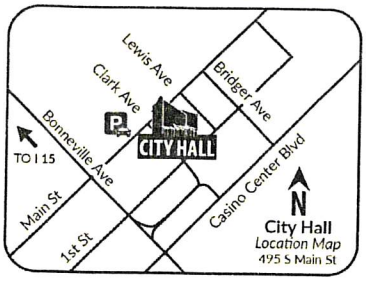

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21-0387 and 21-0387-SUP1 and 21-0387-SDR1

City Council Meeting of **09/01/2021**

21-0387
13922402002
THROWER FAMILY TRUST
THROWER HERMAN JR & CHARLENE S TRS
3305 KEMP ST
NORTH LAS VEGAS NV 89032-7729

41 FRDFNP1 89032

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Las Vegas, Nevada 89101

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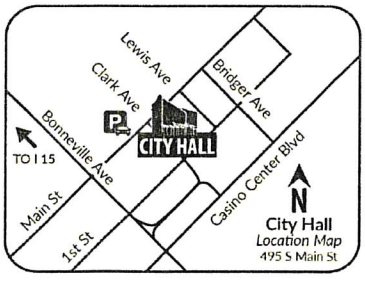

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21-0387 and 21-0387-SUP1 and 21-0387-SDR1

City Council Meeting of **09/01/2021**

21-0387
13922402010
THROWER FAMILY TRUST
THROWER HERMAN JR & CHARLENE S TRS
3305 KEMP
NORTH LAS VEGAS NV 89032-7729

Submitted after final agenda
Items 47a-47b

41 FRDFNP1

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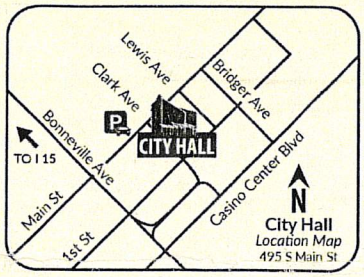

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City Council Meeting of **09/01/2021**

21-0387
13922410080
JONES RICKIE L & SHERILL K
600 LEONARD AVE
LAS VEGAS NV 89106

Submitted after final agenda
Items 47a-47b

89 FRDFNP1 89106

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Community Participation Works !!!!
Opposing : (APN 139-22-402-008).C-1

WARD 5 (Crear) Special Use
Permit 21-0387-Sup
FUNERAL HOME or MORTUARY

Now ,WE the Community must finish the process ....
Call Councilman Crear Office to oppose this measure in City Councilman Meeting.
PHONE # 702 - 229-5443
702-229- 6405 City Hall 7am -5:30pm
Email Contact:
tjackson@lasvegasnevada.gov

The Psychologal Effects For The Next Generation Are Unacceptable For The Community Of People Of Color .

LET YOUR VOICE BE HEARD NOW

RIGHT NOW,RIGHT NOW, RIGHT NOW

Submitted after final agenda
Items 47a - 47b

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Community Participation Works!!

Opposing: (APM 139-22-402-008). C-1

Ward 5 (Crear) Special Use Permit 21-037-Sup
FUNERAL HOME or MORTUARY

Now, We the Community must finish the process.....
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PHONE # 702-229-5443 702-229-6405 City Hall 7am-5:30pm
Email contact:tjackson@lasvegasnevada.gov

The Psychological Effects For The Next Generation Are Unacceptable For The Community of People of Color.

Name	Address	Phone #	Signature	Voter Reg. #
Cynthia Thompson	601 Harrison Ave	6310091	Cynthia Thompson	
Valerie Jackson	1911 Giant Dune Ave	9097710141	Valerie Jackson	
Cle Caldwell	5050 Alta	7024033975	Cle Caldwell	
Ingrid Knapp	2161 Hussum Hill Ct	702-758-9198	Ingrid Knapp	
[illegible]	1226 Helen Ave	702 329 2753	[illegible]	
Kim Miller	1952 Allen Ln	702-647-1810	Kim Miller	
[illegible]	1024 Linux Ave	702-933-9819	[illegible]	
Jose M		608 [illegible]	Jose Mason	
Lisa Butler		9537[illegible]		
Robert Moore	50 N. Honolulu St	702-222745	Robert Moore	
RC Fuller	10009 Rolling Glen	702 36347	RC Fuller	
Saundra Spiller	10009 Rolling Glen	415-991-1958	Saundra Spiller	
Mitchell Carter	508 Byrnes	9116515086?	Mitchell Carter	
Jessie Logan	2121 Helen Ave	702-742-0666		
Courtney Haynes	609 W Adams Ave	5624719157		

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ERIC M JACKSON 1100 w MONROE 702)208-7880
Kenes Wuld 5608 Simms 702 822
Bishop Bill Thompson 1212 D St LVNV (702) 372-5717
Marcus Brown 1324 D Street 702 647.0005
Robert Rep Leg 2813 W. Lakemead 702-772-
Sharon Butler-Martin 6623 Harris Ave 702-604-0391
LAWRENCE FOSTER 4920 NE LVIB OASIS LN LV, NV, 89115 702
Gina Christian 5390 Boulder Hwy #205 LV NV 89 702-571-7819
Cecil A. Hogan
Esther K. Bush 1818 [illegible] (702) 207-2528
[illegible] 7396 Bolden 702 439 7398
Jeffrey Robinson 4249 Commerce St 702 844 1431
Jaime Herrera 7655 E Lakemead 702-285-4086
Wesley Muhammad (702) 561-5324

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Community Participation Works!!

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Ward 5 (Crear) Special Use Permit 21-037-Sup
FUNERAL HOME or MORTUARY

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Email contact:tjackson@lasvegasnevada.gov

The Psychological Effects For The Next Generation Are Unacceptable For The Community of People of Color.

Name	Address	Phone #	Signature	Voter Reg. #
SALVADOR S.	619 HARRISON AVE	(702) 207-9362		
Percepheneie. S	619 Harrison Ave	(702)-485-0931		
Evelyn Sims	619 Harrison Ave	702-207-9319		
Goodwin L	615 Harrison Ave	730 934 9410		
Whitaker	615 Harrison Ave	702 218 6446		
Gunning	615 Harrison	702 904 5695		
[illegible]	615 Harrison Ave	702 514 0426		
DAVID Wheeler	615 Harrison	7026356032		
Cordelia Wallace	610 W. Van Buren	(725) 242-9486		
Miriam Medina	618 W. Van Buren Ave	(702) 558-7955		
Katherine Nesbitt	622 W. Van Buren Ave	(702) 624-7224		
Roosevelt Nesbitt	622 W. Van Buren Ave	(702) 542-4366		
James Ward		702-355-0830		
Rolando Gutierrez		323-514-1072		
Aretha Grace	3625 Iverson	702-857-5264		
		702-265-8725		
Harvey Preston	Dentacare	702-742-4338		

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The Psychological Effects For The Next Generation Are Unacceptable For The Community of People of Color.

Name	Address	Phone #	Signature	Voter Reg. #
Jose Garcia		702-578-8464		
Erika Reyes		725-215-3624		
LAYLA [illegible]		(702)931-7833		
Cody Thomas		702-631-3492		
[illegible]		702 607 3591		
China Hall		702 874 4202		
Kathrin [illegible]		7[illegible]		
L Brown		702-987-6411	L BROWN	
ERK ABrown		702.476.412[illegible]		
		702-351-25[illegible]		
		702 539 7[illegible]		
Margaret	829 Antelope	702-255-4443		
Brahaun		702-[illegible]		
Martin	888 Antelope Ch	702 373-8872		
Anthony Cobb	7850 Peaceful Hill	702-895-4850		
Debra Hall	1410 Everest Ct	(702) 883-90[illegible]	Debra Hall	

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Opposing: (APM 139-22-402-008). C-1

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Name	Address	Phone #	Signature	Voter Reg. #
Shirley	337 Price Sc	702 687 1276	Shirley	
Lestur	3417 E Cheyenne Ave	702-986-4899		
Charles	2311 ISLAND Dr	702) 457-0703		
MARY	2720 Carey St	702) 640-9319		
John	2149 SLEEPY CT	702-247-1479	J Bryant	
Terre	313 Fredrick Hill	702 488-28		
Kent Butler	1731 YALE ST # 304	702-592-1788	Kent Butler	

#47

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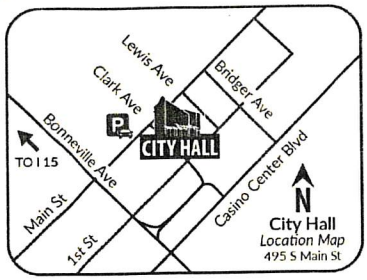
Las Vegas, NV
Permit No. 1630



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☐ I SUPPORT this Request ☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0387 and 21-0387-SUP1 and 21-0387-SDR1
City Council Meeting of **09/01/2021**

21-0387
13927110150
MARTIN LEONARD
623 HARRISON AVE
LAS VEGAS NV 89106-3018

89 FRDFNP1 89106

#47

City of Las Vegas, Office of The City Clerk
495 South Main Street, 2nd Floor
Las Vegas, Nevada 89101
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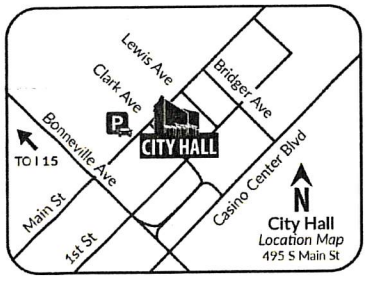

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Please use available blank space on card for your comments.
21-0387 and 21-0387-SUP1 and 21-0387-SDR1
City Council Meeting of **09/01/2021**

21-0387
13927110149
SERNA EVALYN
619 HARRISON AVE
LAS VEGAS NV 89106-3018

Submitted At Meeting
Date 9/1/21 Item 47

89 FRDFNP1 89106

The DRAG is calculated by comparing home prices near each facility In the same zip code With all Homes in the county.

① Hospital 3.2%
② Funeral Home 6.5%
③ Cemetery 12.3%
④ Homeless shelter 12.7%
⑤ Higher Renter Concentration
⑥ Bad School ~~22.2~~%
40 kids in a classroom with a slim graduation rate is usually an indicator of a deprived neighborhood. The median home price of Zip codes with schools that receive 1 to 3 ~~Ratings~~ Rating out of 10. home price $155,000

Submitted at City Council
Date 9/1/21 Item 47
By: Leonard Martin

Community Participation Works!!

Opposing: (APM 139-22-402-008). C-1

Ward 5 (Crear) Special Use Permit 21-037-Sup
FUNERAL HOME or MORTUARY

Now, We the Community must finish the process.....
Call Councilman Crear Office to oppose this measure in the City Councilman Meeting.
PHONE # 702-229-5443 702-229-6405 City Hall 7am-5:30pm
Email contact:tjackson@lasvegasnevada.gov

The Psychological Effects For The Next Generation Are Unacceptable For The Community of People of Color.

Name	Address	Phone #	Signature	Voter Reg. #
Cynthia Thompson	601 Harrison Ave	6310011		
Valerie Jackson	1911 Giant Pine Ave	7097710141	Valerie Jackson	
Cle Crockett	3080 Alta	7024033975		
Angela Knight	2161 Hussmann Ln	702-758-9398		
[illegible]	1226 Helen Ave	702 339 7785		
Kim Miller	1952 Allen Ln	702-647-1810		
[illegible]	1084 Bonanza Ave	702-433-9319		
Jerri M		608 8188	Jerri Mason	
[illegible]		9537150129		
[illegible]	50 N. Honolulu St	702-227446		
[illegible]	10009 Rolling Glen	702 36347		
Saundra Spiller	10009 Rolling Glen	415-991-9558		
Mitchell Carter	508 Byrnes	9165150867		
Joseph Logan	2121 Helen Ave	702-942-866		
Courtney Harvey	609 Wadams Pl	5024719157		

Community Participation Works!!

Opposing: (APM 139-22-402-008). C-1

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PHONE # 702-229-5443 702-229-6405 City Hall 7am-5:30pm
Email contact:tjackson@lasvegasnevada.gov

The Psychological Effects For The Next Generation Are Unacceptable For The Community of People of Color.

Name	Address	Phone #	Signature	Voter Reg. #
Jose Garcia		702-578-8464		
Brian Isom		725-212-8020		
LAYLA [illegible]		(702) 931-7935		
Cory James		702-631-3292		
[illegible]		702 607 3891		
China Hall		702 917 4200		
Kathy Tan		[illegible]		
L. Brown		702-987-6411	L BROWN	
ERIC ARMOUR		702-476-412[illegible]		
		702-235-25[illegible]		
		702 539 7[illegible]		
Margaret Arnhaim	829 Antelope	702-255-4443		
		702-903-7[illegible]		
Martin	828 Antelope Ct	702-373-8877		
Anthony Kimble	7850 Peace Land	702-895-0850		
Petra Hall	1410 Freerest Ct	(702) 883-90[illegible]	Petra Hall	

Community Participation Works!!

Opposing: (APM 139-22-402-008). C-1

Ward 5 (Crear) Special Use Permit 21-037-Sup
FUNERAL HOME or MORTUARY

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PHONE # 702-229-5443 702-229-6405 City Hall 7am-5:30pm
Email contact:tjackson@lasvegasnevada.gov

The Psychological Effects For The Next Generation Are Unacceptable For The Community of People of Color.

Name	Address	Phone #	Signature	Voter Reg. #
Shirley	337 Priscilla	702 687 1276	Shirley	
Lester	3417 E Cheyenne Ave	702-396-4299		
Charles	2311 ISLAND Dr	702) 115-0703		
MARY	2720 Carey St	702) 640-9319		
John	2149 SLEEPY G	702-247-1499	J Bryant	
Terrell	313 Frederick Ave	702 488-2845		
Kent Butler	1731 YALE ST #304	702-592-1888	Kent Butler	

Community Participation Works!!

Opposing: (APM 139-22-402-008). C-1

Ward 5 (Crear) Special Use Permit 21-037-Sup
FUNERAL HOME or MORTUARY

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PHONE # 702-229-5443 702-229-6405 City Hall 7am-5:30pm
Email contact:tjackson@lasvegasnevada.gov

The Psychological Effects For The Next Generation Are Unacceptable For The Community of People of Color.

Name	Address	Phone #	Signature	Voter Reg. #
SALVADOR S.	619 HARRISON AVE	(702) 207-9362		
Percephenie. S	619 Harrison Ave	(702)-485-093		
[illegible]	619 Harrison Ave	702-207-9319		
[illegible]	615 Harrison Ave	720 934 490		
whitaker	615 Harrison Ave	702 218 6446		
[illegible]	615 Harrison	702 904 5695		
[illegible]	615 Harrison Ave	702 5[illegible] 1042		
DAVE Wheeler	605 Harrison	7026356032		
Cordelia Wallace	610 W. Van Buren	(725) 212-92816		
Miriam Medina	618 W. Van Buren Ave	(702) 5[illegible]-795		
Kortney Nisbett	622 W. Van Buren Ave	702 624-7024		
Roosevelt Nisbett	622 W Van Buren Ave	(702) 542-4366		
James Alford		702-355-0830		
Rolando Gutierrez		323-514-1072		
Aretha Craze	3625 Iverson	702-807-0246		
		702-265-872		
Harvery Preston	Nellaar	702-742-478		

Name	Address	Phone #	Signature	Voter Reg. #
ERIC M JACKSON	1100 w MONROE	702)208-7880		
Kerry Wurl	5608 Simas	702		
Bishop Bill Hamon	1212 D St	LVNV (702) 3720717		
[illegible]	1324 D Street	702 647.0005		
[illegible]	2863 W Ivanhoe	702-772-		
Sharon Butler Austin	623 Harrison Ave LV NV 89106	702 601-0391		
LAWRENCE FOSTER	9920 NEVADA OASIS LN LV, NV, 89115	702		
Gina Christian	5390 Boulder Hwy #203 LVNV 89	702-571-2113		
Cecil A. Hogan	[illegible]	[illegible]		
[illegible]	1816 [illegible]	702 207-2528		
[illegible]	[illegible]	702 439 7398		
Sylvia Robinson	4249 Commerce St	702 844 1431		
Jaime Herron	7055 E Lakemead	702-285-4086		
Wesley Mutt Ammons		(702) 561-5324		

Community Participation Works !!!!
Opposing : (APN 139-22-402-008).C-1

WARD 5 (Crear) Special Use
Permit 21-0387-Sup
FUNERAL HOME or MORTUARY

Now ,WE the Community must finish the process ....
Call Councilman Crear Office to oppose this measure in City Councilman Meeting.
PHONE # 702 - 229-5443
702-229- 6405 City Hall 7am -5:30pm
Email Contact:
tjackson@lasvegasnevada.gov

The Psychologal Effects For The Next Generation Are Unacceptable For The Community Of People Of Color .

LET YOUR VOICE BE HEARD NOW

RIGHT NOW,RIGHT NOW, RIGHT NOW

Petition from Residence of People from 89106 That do not want a Funeral Home in our area and we were not even told.

1. June Jones 1327 H. St Apt. 419 615-414-4544
   June Jones 702-982-3482
2. Natasha Faulkner 615 Harrison #2
   Natasha Faulkner 908-294-1071
3. Gracie Reeves 1327 H. St Apt 319
   Gracie Reeves 702-773-7446
4. Lucinda Hackard 326 725-219-30
5. Arnetra Reeves 702 791-2142
6. Darryl Dulay 725-200-7896
7. Artendry Reeves 725-200-7890
8. Anton Smith 702-464-03
9. Sharon Hickman 810 W. Adams 702-58731
10. Nathaniel Reeves 810 W. Adams 702-587-
11. Brandi Gordon 810 W. Adams 725-212-
    Mrs
12. RHonda Enabulele 702 497-7658
13. Toni D Thomas 702 350 1995
14. Eduardo Dickerson 702-769-9012
15. Letonica Johnson 702-946-5605 Apt
16. Chauncey Newsom 702-497-4265

Petition from Residence
People that live in 89106 Area
That do Not want a Funeral Home over there

Saram Knight apt Seniors

17. Keith Clark apt 446
18. Robert Teal Apt 320
19. Faye Williams 435
20. Carla Graham #432
21. [illegible] 433
22. Angela Frankl 434
23. [illegible] #426
24. [illegible] #318
25. Jaleel Jackson #318
26. Ronna Harris #316
27. Danny Wilson #333 333
28. Irene Casey Apt. 332
29. [illegible] #331
30. [illegible] #330
31. [illegible] #329
32. [illegible] 328
33. [illegible] #326
34. [illegible] #323
35. LaShell Johnson #321
36. [illegible] 217
37. [illegible] 217
38. Shirley Jackson 234
39. Rena Banks 233
40. [illegible] 228 Apt
41. [illegible] #226
42. [illegible] #224
43. Loretta Garner
44. [illegible] -221
45. [illegible] 220
46. Jerrold [illegible] 219
47. Glynis [illegible] Room 214

Petition from Residence
of People from 8th/10th
That do Not want a Funeral Home
in our area we did not even kno

48. [illegible] Woods 134
49 [illegible] 135
50. Shukriyah Cadwan 124
51 BRUNETTA ANDREAS 125
52 Paul Love 121
53 Bridgette Coleman 121
54 [illegible] 101
55 [illegible] 101
56 Tina Owens 102
57 [illegible] 103
58 [illegible] 103
59 William EVANS 304
60 Gillian T. Shingleton 105
61 Sydney Stephens 201
62 [illegible] 213
63 Mary Johnson 212
64 [illegible] 211
65 [illegible] 209
66 CAROL BOSLEY 206
67 Doron James Sr 206
68 Duron James II 206
69 Andre Richardson 203
70 [illegible] 310
71 Ruby Reed 163
72 [illegible] 165
73 [illegible] 160
74 [illegible] 157
75 [illegible] 156
76 [illegible] 151

A. L. Bene Burlow Seniors

Ethel mae Robinson

Seniors

Petition from Residence
Of People from 84106
That do Not want a Funeral Home
in our area and was nt never told about it

77 Ramon Wilkins 152
78 Adah Hopkins 150
79 Wanda Hopkins 150
80 Alonga Council 137

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

Carman Burney

From: Kelly Woods
Sent: Monday, August 16, 2021 4:06 PM
To: Carman Burney
Cc: City Clerk, Deputies
Subject: FW: APN # 139-22-402-008 / Special Permit # 21-0387

FYI

Per email below. Mr. Martin also left a voicemail message with the Ward 5 office regarding his opposition.

Kelly Woods
Special Assistant to
Councilman Cedric Crear
City of LasVegas - Ward 5 (702) 229-5443

-----Original Message-----
From: LeonardMartin <martinleonard76@yahoo.com>
Sent: Wednesday, August 11, 2021 9:16 AM
To: Tanya Jackson-Renter <tjackson@LasVegasNevada.GOV>
Subject: APN # 139-22-402-008 / Special Permit # 21-0387

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Leonard Martin
623 Harrison Ave
Lasvegas NV89106

I , along with the community association Oppose this project.
Also would like to know exact date and time this matter will be on the agenda on City Counsel Meeting?
I Thank You in advance for you help.
Leonard Martin
Mobile #
702-561-6113

Sent from my iPhone

Carman Burney

From: Arlene Coleman
Sent: Monday, August 16, 2021 11:06 AM
To: Carman Burney
Cc: City Clerk, Deputies; Kelly Woods
Subject: RE: Support of the Gideon Memorial Chapel, 800 West Owens, Las Vegas, Nevada 89106

Hi Carman, below is correspondence received for **21-0387**, which is scheduled to be heard at the September 1st City Council Meeting. Thank you.

From: Kelly Woods <kwoods@LasVegasNevada.GOV>
Sent: Friday, August 13, 2021 1:21 PM
To: City Clerk, Deputies <CityClerk_Deputies@LasVegasNevada.GOV>
Cc: Stacey Campbell <slcampbell@LasVegasNevada.GOV>; LuAnn D. Holmes <ldholmes@LasVegasNevada.GOV>
Subject: Fwd: Support of the Gideon Memorial Chapel, 800 West Owens, Las Vegas, Nevada 89106

In reference to Giddens Memorial Chapel on 8/18 cc agenda.

Kelly Woods
Special Assistant to
Councilman Cedric Crear
Office: 702-229-5443
Cell 702 782-3145
Please note:
City Hall is closed on Fridays

Begin forwarded message:

> **From:** William McCurdy <wmccurdy1@cox.net>
> **Date:** August 13, 2021 at 10:25:01 AM PDT
> **To:** Harry Williams <hwilliams@lasvegasnevada.gov>
> **Cc:** William McCurdy <wmccurdy1@cox.net>, Kelly Woods <kwoods@lasvegasnevada.gov>, Tanya Jackson-Renter <tjackson@lasvegasnevada.gov>
> **Subject: Support of the Gideon Memorial Chapel, 800 West Owens, Las Vegas, Nevada 89106**

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August 13, 2021

Mr. Harry Williams: Community Planner, Ward 5,

As per our discussion.

Thank you,

Pastor W. McCurdy

William McCurdy

To: hwilliams@l
Cc: William McC
Subject: Support of t

August 13, 2021

Mr. Harry Williams, Community Planner, Ward

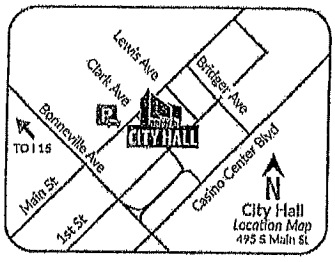
I am in support of the project to be built at the
the City Council's 4th coming agenda.
Our community is in dire need of redevelopme
approval.

FYI, in prior years, we had two mortuaries loca
Van Buren and F Street, known as West Las Ve
John Church of God In Christ. Prior to that, the
the owner .

Thank you for your consideration.

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request
☒ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0387 and 21-0387-SUP1 and 21-0387-SDR1
Planning Commission Meeting of **08/10/2021**

21-0387
13927110148
FERNANDEZ-WHEELER NAZAREE
605 HARRISON AVE
LAS VEGAS NV 89106-3018

41a-b P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing

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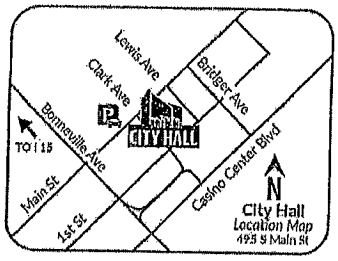

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☐ I SUPPORT this Request
☑ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0387 and 21-0387-SUP1 and 21-0387-SDR1
Planning Commission Meeting of **08/10/2021**

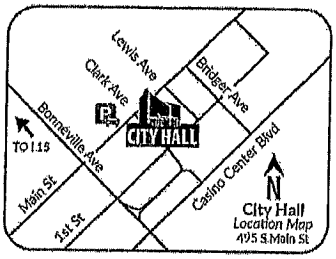
21-0387
13927110146
GRANT MILLS TRUST
FRANKLIN MARGARET E TRS
2751 CAROLINA BLUE AVE
HENDERSON NV 89052-3864

65 DRDMP1 89052

41a-b P

City of Las Vegas, Department of Planning
495 South Main Street
Las Vegas, Nevada 89101

Return Service Requested
Official Notice of Public Hearing



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☐ I SUPPORT this Request
☑ I OPPOSE this Request

Please use available blank space on card for your comments.
21-0387 and 21-0387-SUP1 and 21-0387-SDR1
Planning Commission Meeting of **08/10/2021**

21-0387
13927110147
GRANT MILLS TRUST
FRANKLIN MARGARET E TRS
2751 CAROLINA BLUE AVE
HENDERSON NV 89052-3864

ES ORDFM1 89052

41a-b P

Nora Lares

From: noreply@formstack.com
Sent: Wednesday, August 4, 2021 6:00 PM
To: Planning Comments
Subject: Planning Application Comments Form

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formstack

Formstack Submission For: Planning Application Comments 2021
Submitted at 08/04/21 6:00 PM

Meeting Date:	Tuesday, August 10, 2021
Project Number:	21-0387
Position:	I OPPOSE the project and all related applications.
Name:	Leberta Henson
Residential or Business Address:	1647 E Street Las Vegas, NV 89106
Phone:	(702) 649-1208
Email:	asiacece@aol.com
Comments:	I oppose this.

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Formstack, 11671 Lantern Road, Suite 300, Fishers, IN 46038

41a-b P

July 28, 2021

RECEIVED
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Dept of Planning
City of Las Vegas

To whom it my concern at the
Planning Commission Dept.

Project # 21- 0387
APN # 139 -22- 402-008

Resident Home Owner
Leonard Martin
623 Harrison Ave
LasVegas, NV. 69106

By my information 08/10/2021 / 5pm - 5:30pm
Planning Commission Meeting will be held on this matter.

I along with most immediate home owners in the proximity
of 3000ft- 7000ft. Oppose this project.
North / South & East / West boundaries.

As homeowners ,We already are faced with 2 out of 5 .
In Ward 5. Bonanza St. / Main St./ Owenes St./ MLK Blvd.
Of the neighborhood features that ' Drag' down home
value's in the United States.
Cemetery , Homeless Shelters.

We face great disparities for years. Now in a life
threatening Epidemic.

We as a city as a community, as official, who have the

41a-b P
Pg 1 of 7

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Dept of Planning
City of Las Vegas

authority for the resident must consider the Mental Health factor in this project Proposal 3 21-0387
APN # 139-22-402-008

I can't imagine opening my front door to breathing fresh-air . Be face to face wil the ever reminder of ' DEATH'.

So Please make sure that ever Planning Commissioner has a copy of all this vital information .
Please make it available enough time for to read and understand these monumental factors.

The Declaration of Independence
1. Pursuing Happiness
2. Tranquility

Leonard Martin
623 Harrison Ave
LasVegas, NV 89106
Mobile # 702-561-6113

41a-b
pg 20f7

Planning Commision Fax # 702-474-0352

7-7-2021

PLANNING COMMISSION

	MEMBERS		ORIGINAL APPT.	TERM EXPIRES
1.	SAM CHERRY **(Mayor's recommendation)** **Mayor's Appointment**	Ward 3 Resident	6-3-2015 (Reappt 7-3-2019)	6-2024
2.	JEFFREY ROGAN **(Knudsen's recommendation)** **Ward 1 Appointment**	Ward 1 Resident	7-3-2019	6-2024
3.	DONALD W. WALSH **(Seaman's recommendation)** **Ward 2 Appointment** *(Replaces Sigal Chattah,resigned)*	Ward 6 Resident	7-7-2021	6-2022
4.	TRINITY HAVEN SCHLOTTMAN **(Diaz's recommendation)** **Ward 3 Appointment**	Ward 3 Resident	7-20-2011 (Reappt. 6-3-2015) (Reappt. 6-7-2019)	6-2024
5.	DONNA TOUSSAINT **(Anthony's recommendation)** **Ward 4 Appointment**	Ward 4 Resident	6-7-2017	6-2022
6.	ANTHONY WILLIAMS **(Crear's recommendation)** **Ward 5 Appointment**	Ward 6 Resident	6-5-2019	6-2024
7.	LOUIS DE SALVIO **(Fiore's recommendation)** **Ward 6 Appointment**	Ward 6 Resident	8-2-2017	6-2022

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AUG 05 2021
Dept of Planning
City of Las Vegas

AUTHORITY: NRS 278 - L.V.M.C. 2.44
Per L.V.M.C. 2.49.010, a person is not eligible to serve on this board unless he or she is a resident of the City of Las Vegas.

(11-15-95 Ord. 3940, Bill 95-73, removed restriction that PC members could hold no other public office - this restriction was previously removed by the Legislature from NRS.)
(Amended per Bill 2001-70, Ordinance 5346, adopted 8-1-2001, to indicate financial disclosure requirement)

(Amended per Bill 2001-145, Ordinance 5409 - First Amendment, adopted 1-2-2002, to increase compensation for members from $60.00 to $80.00 per meeting attended, effective October 1, 2001 per SB554)

TERM: 4 years **(Ord. 6159 8/17/2011 - limited terms to 3 full terms but cumulatively not to exceed 12 years -- excluding members who served partial terms prior to 8/1/2011)** (LVMC 2.44.020; 1-19-2000 Ord. 5193, Revised the expiration of members' terms to run concurrent with the term of the elected official recommending their appointment, although members may complete the term in the event the recommending elected official vacates office)

Must fill unexpired terms.

COMPENSATION: $80.00 per meeting attended

APPOINTED: 7 Members-each member of the City Council recommends one person for appointment to serve at the pleasure of the Council w/approval of Council. Terms are coterminous with the member making the recommendation **(Appointees may not be members of the elected governing body - NRS 278.040)**

NOTES: **MUST BE CITY OF LAS VEGAS RESIDENT.**

Per Senate Bill 147, effective June 11, 2003, compensated boards meeting certain criteria are no longer required to file State Financial Disclosure Statements. This board meets that established criteria.

MEETINGS: Meets 2nd Tuesday of each month, 6:00 PM, Council Chambers.

PURPOSE: The Planning Commission is advisory to the City Council on matters related to zoning and other related issues and serves as a final action board for Tentative and Final Maps.

**AB50 (80th Session, 2019) impacted terms of all elected in the 2017 and 2019 Municipal Elections by adding one year to come in line with Federal/State and County even-year elections resulting in a one-time extension for these coterminous seats.

41a-b
Pg 3 of 7

Malsparo

Collection, Storage, and Treatment of Medical Waste

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City of Las Vegas

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Medical waste in the Death Care Industry

When people die, our society has rituals for disposing of their bodies. Bodies are not "waste" -- they have too many emotional connotations associated with them among the living to be called waste. However, biological waste is generated during the processing of the body around death. Every step of corpse management creates waste.

The most common forms of disposition in the US are burial (interment) and cremation. Cremation is not exactly the same as incineration, but the processes are related. Liquid dissolution of bodies in alkaline baths is increasingly popular.

The institutions of the death care industry include morgues, mortuaries, funeral homes, and cemeteries. Morgues keep dead bodies until they can be identified or undergo an autopsy. Hospitals include morgues for the bodies of patients who have died until they can be taken away to a funeral home. The morgue keeps the body refrigerated to prevent biological decay. If a medical examiner needs to look at the body (as often happens in criminal cases), this happens at a morgue. Most dead bodies do not undergo autopsies if the patient has died under medical care.

Mortuaries and funeral homes prepare the body or process it. They also work with the family, religious ministers, and cemeteries and set up public viewings and receptions if needed. For bodies that will be buried, embalming happens at the mortuary, the body is dressed and fixed with makeup for the wake, and the body is placed in the coffin. Mortuaries may also transport the coffin to the cemetery. Bodies are also cremated at the mortuary. The cremation remains (sometimes called "ashes" although they are not strictly speaking ashes in an engineering sense) are collected by mortuary attendants and put in a ceremonial container for delivery to the family or a cemetery.

Types of Waste

Hazardous materials

Every mortuary or funeral home works with a waste management company that takes away problem waste for disposal. Having a contractual relationship with one does not absolve you of responsibility, though. You still have to follow good management practices to keep your customers and employees safe and to prevent the release of hazardous materials to the environment. In particular, pay attention to internal collection systems and how waste is stored until the management company picks it up.

The body itself

One problem is that the deceased body was often sick before expiration. While it is possible that an infectious disease could pass to a mortuary employee or visitor, it is not likely. The bigger risk is medical equipment or materials on the body. People who had been receiving chemotherapy might have ports on their bodies and trace chemotherapy agents could be present.

Embalming fluid

41a-b
pg 4 of 7

Formaldehyde is a significant source of chemical waste in mortuaries and funeral homes. It is used to clean and disinfect equipment, to disinfect liquid infectious waste, and in embalming. The composition of embalming fluid varies but it always contains formaldehyde and sometimes alcohols and glutaraldehyde.

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Embalming fluid waste that does not get into the body or leaks out of it would be considered RCRA hazardous waste in some contexts, but the industry usually flushes these liquids down the drain with the bodily fluids. This practice appears to be acceptable to authorities, although that could change.

The CDC website states that: "No evidence indicates that bloodborne diseases have been transmitted from contact with raw or treated sewage. Many bloodborne pathogens, particularly bloodborne viruses, are not stable in the environment for long periods of time."

Other chemicals used on body

Chlorinated compounds trichloroethylene and perchloroethylene were once used in funeral homes, but funeral directors have gotten away from them because they can't flush them down the drain and must dispose of them the same way dry cleaners do. If waste with these materials is produced, the waste must be classified as hazardous under RCRA.

Sharps

Sharps are scalpels, scissors, lancets, and any medical equipment that offers a piercing hazard. The mortuary uses cutting instruments in preparation of bodies for interment and cremation. Also, it is possible the body arrives at the facility with sharps attached. Sharps are not buried with the body and should not be included in the material sent to the cremation chamber. They should be placed in a dedicated sharps container.. Medical waste contractors take sharps from many customers and they can take it from you for disposal.

Pharmaceutical and Chemotherapy Waste

See page on pharmaceutical waste.

RCRA waste

The US federal law that defines and regulates hazardous waste is the Resource Conservation and Recovery Act (RCRA). RCRA hazardous waste is produced in only small quantities at funeral homes, if at all. Keep it in a separate container and tell your waste management contractor. They should be able to take it away for you and arrange for treatment and disposal. The RCRA rules for small generators permit you to keep the waste for up to 180 days.

See our page on sharps for how to store waste that can lacerate skin. If you don't have a formal sharps container, you can use another makeshift container (don't use glass ones) if you can ensure it will stay shut.

Biohazardous waste

Mortuaries end up with biohazardous waste that must be managed. The quantities are small compared with what is produced at hospitals or doctors offices. Materials such as gauze and bandages on the body that shows up at the funeral home, and some materials used in preparation of the body (e.g. disposable gloves, gauze, and tubing) qualify. Keep this waste separate from other waste streams and tell your waste disposal company about it.

Worker protection

Employees at mortuaries take precautions to avoid contact with hazardous materials. As part of getting their embalming license, operators must learn how to adhere to OSHA regulations for using personal protective equipment.

There is some chance of employees contracting a disease from working with a corpse, but if the medical industry does its job, the body should not be capable of communicating disease once it shows up to the mortuary. Employees should use PPE as appropriate when working with bodies. The education for people to become funeral directors includes training on worker safety and mortuaries are subject to OSHA rules.

Resource: OSHA compliance guide for mortuaries from Georgia Tech

41 a-b
pg 5 of 7

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Disposition of the Body

Embalming

Embalming is not as popular as it once was. It involves pumping blood and lymph out of the body and replacing it with embalming fluid. The replacement fluid (about 2 or 3 gallons for an adult male body) is a formaldehyde solution with water and sometimes glutaraldehyde, methanol, ethanol, and phenol. Sometimes dyes are added, too. What happens to the blood and other fluid removed from the body? It is flushed down the drain! Yes, it enters the sewage system and is treated by the wastewater treatment system in whatever town you are in. The blood can be a substantial load to the BOD (biological oxygen demand) at the sewage plant so check with local officials.

Cremation

Cremation is increasingly popular and recently surpassed burial as the most common way for bodies to be disposed of in the US. The body - with a garment and perhaps in a container - enters a chamber. Natural gas is used to heat the unit and exhaust goes through a scrubber to ensure smoke does not exit the facility.

Mortuaries take x-rays of the body in preparation, so they can avoid putting mechanical devices in the chamber. Mechanical devices and pacemakers are removed from the body as are jewelry and watches. The crematory operator essentially performs surgery on the dead body, cutting it open to take out artificial devices.

Most of the human body - over 60 percent - is water. About 20 percent is protein, much of which is collagen in skin and bone. This is combustible. The inorganic part of the bone remains; it is often said the bones are "calcified" in the cremation - they lose organic material. The temperature in the chamber is over 1000 °F. Heating is by natural gas or propane, usually not electric. The process takes several hours. The remains are about 3 to 8 pounds. Most of the mass of the body is converted to carbon dioxide and water vapor and exits to the atmosphere.

Alkaline hydrolysis units

A few mortuaries now offer alkaline hydrolysis disposition of the body. They might have a different name for it (e.g. "flameless cremation"), but it uses a heated chemical (alkaline solution) to rapidly breakdown the body tissues. This process has been used to dispose of animal bodies for years and is becoming somewhat popular for humans, partly because it is more energy efficient and eco-friendly than cremation. For this reason, it is called "green cremation". It has been used on the bodies of people who donate their bodies to science and several states have legalized it for disposal of dead bodies in general.

The body is put into a metal vessel with lye and water. The vessel is built to withstand pressure, and the temperature is increased to 300 SYMBOL degrees F. After a period of time (3 hours to 12 hours, as specified by the manufacturer), the pressure and temperature are reduced to ambient levels. At this point the contents of the vessel are largely liquid and at high pH. Acid is added to neutralize the slurry. The slurry is then filtered and the filtrate sent down the drain to the municipal wastewater treatment system. As with embalming, check with local wastewater authorities before operating alkaline hydrolysis processes on a regular basis. The filtered solids are analogous to cremains and may be venerated or buried.

Both embalming and, even more so, alkaline hydrolysis result in biological fluids entering the sewage system. As far as we know, this is legal in the United States. Check with your local wastewater authority for confirmation.

The body is put into a metal vessel with lye and water. The vessel is built to withstand pressure, and the temperature is increased to 300 °F. After a period of time (3 hours to 12 hours, as specified by the manufacturer), the pressure and temperature are reduced to ambient levels. At this point the contents of the vessel are largely liquid and at high pH. Acid is added to neutralize the slurry. The slurry is then filtered and the filtrate sent down the drain to the municipal wastewater treatment system. As with embalming, check with local wastewater authorities before operating alkaline hydrolysis on a regular basis. The filtered solids are analogous to cremains and may be venerated or buried.

Safety and MSDSs

Funeral home employees need to know the facility's waste categories, containers for different waste streams, and what kind of protection they need to employ when they handle hazardous materials. Material Safety Data Sheets should be available for any chemicals on site. Anyone who handles bodies need to be trained and use PPE when necessary.

41 a-b
Pg 6 of 7

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Waste management plan

The death care industry is regulated by states and there is always concern about consumer protection and respect for the dead. Environmental concerns do not get as much press, but regulators will look into the death care industry on a periodic basis.

Directors of funeral homes and mortuaries can reduce administrative and public relations headaches if they write and maintain a waste management plan. Developing the plan helps identify problems, makes sure you have accounted for all possible waste, and shows good faith. If asked by a regulator or a member of the general public you can show them your waste management plan. It doesn't have to be long but it should show historic and projected rates of waste generation, and the plan for normally disposing of waste.

Nobody particularly wants to come after the death care industry, so if you follow regulations and don't try to illegally dispose of waste you should be okay.

Elements

Principles of Waste Management

Disinfectants

Sources

Q&A

Glossary

Organizations

Hospitals

Doctors' Offices

Vets Offices

Mortuaries

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41a-b.
pg 7 of 7

Greetings to the Members of the Las Vegas Planning Commission

I'm Katherine Duncan

I am here tonight to discuss the future plans for Historic Westside. I represent the Harrison House Community Development Corporation. We have been working for years to learn the language and procedures for historic preservation, for sustainability and for transit oriented development to create a tourism improvement district. What we are missing now are the resources, the money, the finances to revitalize our community. We need to develop a comprehensive master plan that includes both North Las Vegas and Las Vegas. We can not continue to come down here to fight over buildings being torn down every 6 months.

Our goal is to raise a $1billion dollars Historic Westside Improvement Fund based on the Harvey J. Munford 2005 Nevada State Assembly Concurrent Resolution No. 28.

Mr. Chairman and the planning Commissioners, please mark your calendars for Sept. 21 at William Pearson Center for a Historic Westside Improvement Fund Think Tank. We need your professional expertise and your influence to help build our own Wakanda, our promised land so that we can begin to achieve the American Dream/

We want people To ~~visit~~ Come Celebrate their end of life but we also want them To Come before they die.

Submitted at Planning Commission

Date 8/10/2021 Item 41

by Katherine Duncan

Assembly Concurrent Resolution No. 28–Assemblymen Munford, Kirkpatrick, Koivisto, Anderson, Angle, Arberry Jr., Buckley, Christensen, Claborn, Conklin, Denis, Gansert, Gerhardt, Giunchigliani, Goicoechea, Grady, Hardy, Hettrick, Hogan, Holcomb, Mabey, Manendo, Marvel, McClain, McCleary, Mortenson, Ohrenschall, Parks, Parnell, Sherer, Smith and Weber

FILE NUMBER.....

ASSEMBLY CONCURRENT RESOLUTION—Urging the Commission on Economic Development to develop programs for economic development and stimulate employment within certain areas.

WHEREAS, The health, safety and welfare of the people of this State are dependent upon a healthy economy and vibrant communities; and

WHEREAS, The continual encouragement, development, growth and expansion of private enterprise within the State requires a cooperative and continuous partnership between government and private organizations; and

WHEREAS, There are certain depressed areas in this State that need the particular attention of government, business, labor and residents of Nevada to help attract private investment into the area; and

WHEREAS, Many older neighborhoods in urban areas including the area designated as Assembly District 6, which includes the area known as "Old West Las Vegas," are currently in dire need of economic development; and

WHEREAS, These areas are fully populated communities located in this State that have not benefited from new growth or new industry entering the State; and

WHEREAS, Many members of these communities have been taxpayers in this State for 30, 40 and even 50 years, and a portion of the revenue from their tax dollars should be used for revitalization and economic development in those communities; now, therefore, be it

RESOLVED BY THE ASSEMBLY OF THE STATE OF NEVADA, THE SENATE CONCURRING, That the Legislature hereby urges the Commission on Economic Development to establish a special program of economic development for the older neighborhoods in depressed areas of this State to stimulate business and industrial growth and effect revitalization; and be it further

RESOLVED, That the Commission on Economic Development is hereby encouraged to begin the special program of economic development by focusing on providing economic development

Leonard A . Martin
623 Harrison Ave
Las Vegas,Nevada 89106

Good Evening

Planning Commissioners
(A representative of supreme authority in a area)

We have access to vital factual information to make , decision that effect the communities We live in , the Psychologal effect on a particular community .

A community of color , that has had a on going history of mental illness factors in its establishing of this community that have to this day never been addressed.

Now here We are in this world wide Epidemic.
In the State of Nevada , Communities of color have had the most concerns of long term social and economic cost to society.

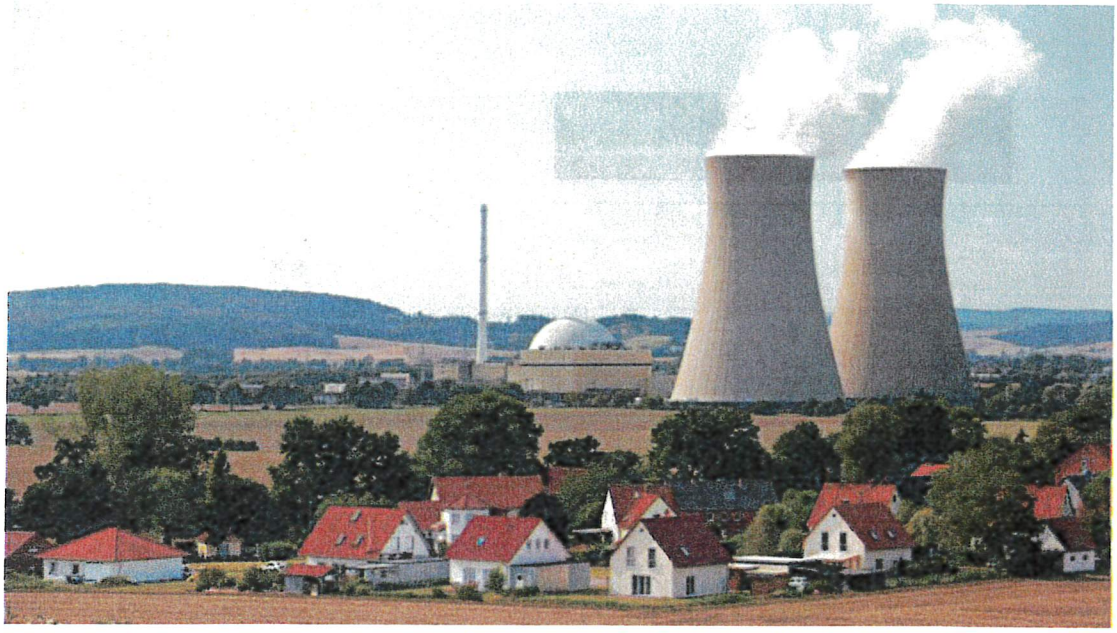
Major concerns of the community.
1. The neighborhood drag down of your home value.
2. The Psychological , Mental Health issues that plague the communities of color now.

1. CEMETERY - 12.3% 2. Homeless Shelter 12.7% 3. Funeral Home 6.5%

3. The Environment Hazardous effects of exposure to embalming fluid include bronchitis, body tissue destruction, brain damage, lung damage, impaired coordination ,and inflammation and sores in the throat , nose , and esophagus.
Embalming fluid is extremely Carcinogenic.
A cancer causing substance or agent .

4. Bad Schools
40 Kids in a classroom

Submitted at Planning Commission
Date 8/10/2021 Item 41
by Leonard Martin



(MichaelUtech/iStock)

TRENDS (HTTPS://WWW.REALTOR.COM/NEWS/TRENDS/)

The Neighborhood Features That Drag Down Your Home Value—Ranked

By Yuqing Pan (https://www.realtor.com/author/yuqing-pan/)
Mar 28, 2016

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When it comes to real estate clichés, "Location, location, location" has all other contenders (including "Not a drive-by!"; "Cash is king!"; "Is that your checkbook or are you just glad to see me?"; and "Worst house, best street") beat by a mile. Not only has it been in use since at least 1926 (according to the New York Times (http://www.nytimes.com/2009/06/28/magazine/28FOB-onlanguage-t.html?_r=1)), but it's utterly and inarguably *true*.

More than any other single factor, when you buy a home in a good location, it's usually a solid long-term investment. And being the unabashed optimists we are here at realtor.com® (https://www.realtor.com), we focus most on the factors that help maximize your home's value. But hey, life—and real estate—isn't always rainbows and unicorns. So this week we decided to take a look at the *downers:* those things that actually keep you from getting top dollar from your home.

Watch: These Things Are Dragging Down Your Home Value

Down payment assistance

#1 for first-time homebuyers

First-time home buyers may also qualify for low to no down payment options.

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The list itself probably won't surprise you, but the numbers just might. Who would have thought that it's a worse investment (by far!) to buy in a bad school district than near a strip club or a homeless shelter? Beyond strippers, that is.

So how'd we do it? We looked at home prices and appreciation rates in U.S. ZIP codes where a specific drag-me-down facility such as a power plant is present. For each facility, we calculated the drag, or a "location discount," by comparing the median home price of the ZIP codes with that facility with the median price for all homes in the same county. We limited our scope to the 100 largest metropolitan areas, since rural communities have lower home prices and slower appreciation.

Got it? Have a look at the list based on how badly your home's value will get dinged:

According to most research, it's not the guns or the people who shoot them that the neighbors of shooting ranges object to most; it's more the *idea* of the places and, in some cases, the noise of gunfire, especially outdoor gun ranges. More perceived problems: environmental concerns, including the lead that leaches off spent shells, potentially poisoning soil and water. Last year, a closed gun club in San Francisco triggered $22 million in cleanup fees, the San Francisco Chronicle (http://www.sfchronicle.com/bayarea/article/S-F-gun-club-closure-triggers-22-million-cleanup-6097372.php) reported. We used gun range locations from wheretoshoot.org (http://wheretoshoot.org).

Power plant

The drag: 5.3%

There are more than 8,000 power plants across the U.S., according to the Environmental Information Agency (https://www.eia.gov/electricity/data/eia860/). Much as we are grateful for the modern convenience of electricity (thanks, **Ben Franklin**!), the huge facilities spur more NIMBY ("not in my backyard") movements than anything this side of waste treatment facilities. The most frequently cited reason: safety concerns. The perceived dangers of living near a power plant vary dramatically depending on type, from the seemingly harmless solar to the dreaded nuclear. In general, having a power plant in the neighborhood is associated with lower property prices.

Funeral home

The drag: 6.5%

Some people believe you get bad spiritual energy from living near a funeral home; some just dislike the traffic caused by service workers and funeral attendees; and others fear that the smoke from a crematorium is toxic. But plenty of folks just find them seriously *creepy*, an unpleasant constant reminder of our own mortality. Our analysis of property values near funeral homes listed on legacy.com (http://www.legacy.com/) seems to confirm the stigma. Properties near a funeral home see a 6.5% drop in price compared to all homes in the same county.

Cemetery

The drag: 12.3%

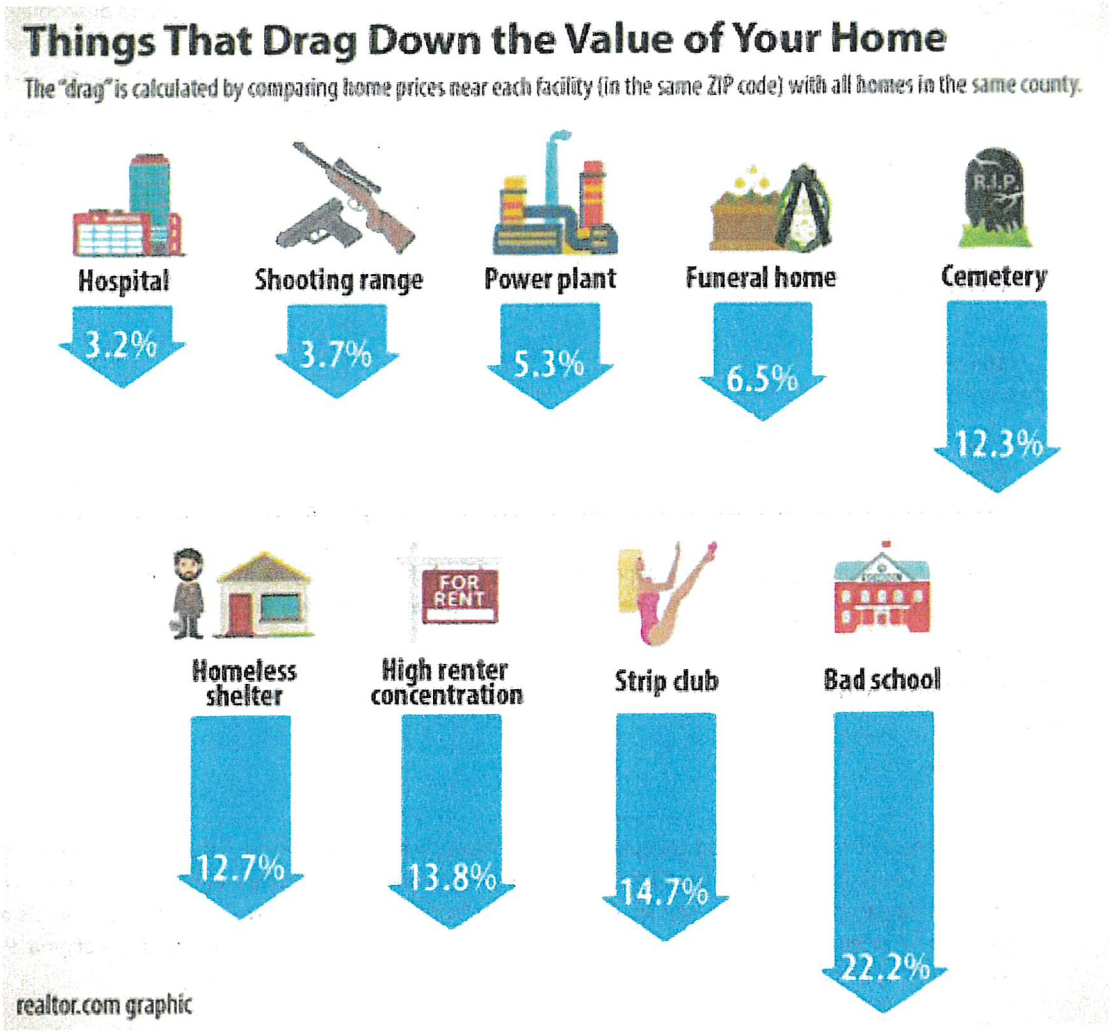
Call it superstition, call it irrational fear, but there's an awful lot of people who find the prospect of living near lots of buried bodies unpleasant or downright terrifying (see: Funeral homes). To be fair, there are some people who seriously dig how quiet the neighbors are, but they're outnumbered by the haters. To do the research, we used a list of federal and state cemeteries operated by the Department of Veterans Affairs (http://www.cem.va.gov/cems/listcem.asp) and found that the median price of ZIP codes with a cemetery is about 12% lower than neighboring areas.

Homeless shelter

The drag: 12.7%

Homeless shelters can be unloved and unwanted misfits in residential areas. Even though there's no rule that homeless shelters are usually accompanied by higher rates of crime, shelters *do* certainly attract motley groups of people, necessitate emergency calls, and require more police in otherwise quiet, safe neighborhoods. Shelter locations, listed on homelessshelterdirectory.org (http://www.homelessshelterdirectory.org/), are often limited to less prime areas in the city where home values are about 13% less.

High concentration of renters



Keep in mind the difference between **causation** and **correlation**: Does having a cemetery or shooting range in the neighborhood cause home prices to drop? Or are those businesses drawn to the area because of cheap real estate? We don't have a definite answer, but their presence is generally a sign that a neighborhood is the opposite of up-and-coming. Judge your investment accordingly.

Hospital

The drag: 3.2%

Hospitals are awesome, right? Having a great one within easy access is just about every homeowner's goal. But easy access is one thing, and being woken up by ambulance sirens—or, god forbid, medical helicopters—at 3 a.m. is quite another. Among homeowners who sold in 2015, those near a hospital generally got 3% less than an average home in the same county would get, based on our sales deed records and hospital location data from data.medical.gov (https://data.medicare.gov). In the world of real estate price demerits, 3% isn't a lot, so clearly plenty of people are willing to overlook some noise and chaos in favor of nearby medical care.

Shooting range

The drag: 3.7%

The drag: 13.8%

Does a cluster of rental buildings—or lots of them—lower the property value in a neighborhood? Many homeowners have pondered this. While it's hard to do an analysis down to every property, we found that ZIP codes with a higher-than-average concentration of renters have lower property values compared to the county they are located in—by 14%. The data are from the American Community Survey (http://factfinder.census.gov/faces/nav/jsf/pages/index.xhtml).

Strip club

The drag: 14.7%

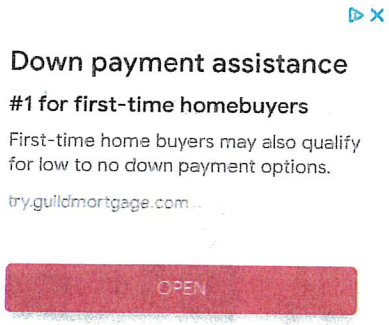
Catering to adult vices—and often (rightly) associated with loud music and less-than-savory visitors—a "gentlemen's club" is an unwelcome neighbor on the block. We tracked nearly 2,000 strip joints (http://www.stripclublist.com/)listed on stripclublist.com (http://www.stripclublist.com/) and ranked the category high on our "unwanted" list. In one extreme case, the crime-plagued neighborhood of Washington Park in East St. Louis, IL—the ZIP code 62204—has 10 strip clubs. *10!* How do they all compete? It saw only a handful of homes sold in the past three years, with a median price of $10,000.

Bad school

The drag: 22.2%

While a top-performing school is definitely a plus for your property value, a bad school is a complete, out-and-out disaster. A school where one teacher handles a class of 40 students with a slim graduation rate is usually an indicator of a deprived neighborhood. The median home price of ZIP codes with schools that receive a 1 to 3 rating (out of a possible 10) from GreatSchools.org (http://www.greatschools.org/) is only $155,000.

Related: The Features That Help a Home Sell Fastest—and the Ones That Don't



data journalism (https://www.realtor.com/tag/data-journalism/) home prices (https://www.realtor.com/tag/home-prices/)

Yuqing Pan, a Stanford graduate with a multimedia journalism background, writes data-driven stories for realtor.com.
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Down payment assistance
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First-time home buyers may also qualify for low to no down payment options.
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View all in San Francisco, CA (https://www.realtor.com/realestateandhomes-search/San Francisco_CA/show-newest-listings)

Find your

2 bed 1 bath 1092 sq ft.
20 Scott Aly,
San Francisco, CA

(https://www.realtor.com/realestateandhomes-detail/20-Scott-Aly_San-Francisco_CA_94107_M17676-77902)

3 bed 3 bath 1934 sq ft.
488 Folsom St Apt 4401,
San Francisco, CA

(https://www.realtor.com/realestateandhomes-detail/488-Folsom-St-Apt-4401_San-Francisco_CA_94105_M92941-23878)

3 bed 2 bath 1420 sq ft.
1256 York St,
San Francisco, CA

(https://www.realtor.com/realestateandhomes-detail/1256-York-St_San-Francisco_CA_94110_M16846-70565)

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From our network

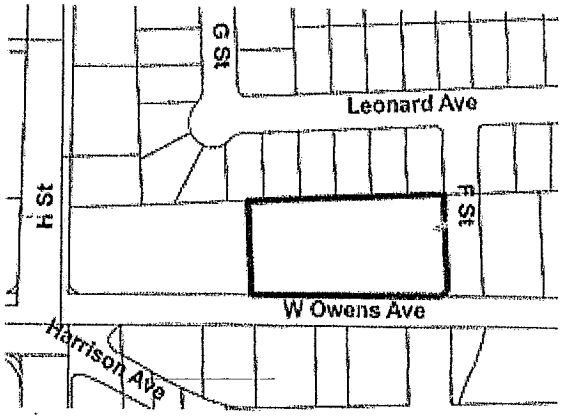
Application Information

21-0387 - PUBLIC HEARING - APPLICANT/OWNER: W OWENS AVE TRUST - For possible action on the following Land Use Entitlement project requests on 1.26 acres at 600 West Owens Avenue (APN 139-22-402-008), C-1 (Limited Commercial) Zone, Ward 5 (Crear).

21-0387-SUP1 - SPECIAL USE PERMIT - FOR A MORTUARY OR FUNERAL CHAPEL USE

21-0387-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED SINGLE-STORY, 13,144 SQUARE-FOOT MORTUARY WITH WAIVERS OF PERIMETER LANDSCAPE REQUIREMENTS

Application Location



The proposed project may not pertain to the entire highlight project site.

Public Hearing Information

Meeting:	Planning Commission
Date:	***08/10/2021***
Time:	6:00 PM
Location:	Council Chambers 495 South Main St, 2nd Fl. Las Vegas, Nevada

Any and all interested persons may appear before the City Planning Commission either in person or by representative and object to or express approval of this request, or may, prior to this meeting, file a written objection thereto or approval thereof with the Department of Planning, 495 South Main Street, 3rd Floor, Las Vegas, Nevada 89101. 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 more information, including the full staff report, please call (702) 229-6301 (TTY 7-1-1) or go to www.lasvegasnevada.gov/meetings.

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The most common forms of disposition in the US are burial (interment) and cremation. Cremation is not exactly the same as incineration, but the processes are related. Liquid dissolution of bodies in alkaline baths is increasingly popular.

The institutions of the death care industry include morgues, mortuaries, funeral homes, and cemeteries. Morgues keep dead bodies until they can be identified or undergo an autopsy. Hospitals include morgues for the bodies of patients who have died until they can be taken away to a funeral home. The morgue keeps the body refrigerated to prevent biological decay. If a medical examiner needs to look at the body (as often happens in criminal cases), this happens at a morgue. Most dead bodies do not undergo autopsies if the patient has died under medical care.

Mortuaries and funeral homes prepare the body or process it. They also work with the family, religious ministers, and cemeteries and set up public viewings and receptions if needed. For bodies that will be buried, embalming happens at the mortuary, the body is dressed and fixed with makeup for the wake, and the body is placed in the coffin. Mortuaries may also transport the coffin to the cemetery. Bodies are also cremated at the mortuary. The cremation remains (sometimes called "ashes" although they are not strictly speaking ashes in an engineering sense) are collected by mortuary attendants and put in a ceremonial container for delivery to the family or a cemetery.

Types of Waste

Hazardous materials

Every mortuary or funeral home works with a waste management company that takes away problem waste for disposal. Having a contractual relationship with one does not absolve you of responsibility, though. You still have to follow good management practices to keep your customers and employees safe and to prevent the release of hazardous materials to the environment. In particular, pay attention to internal collection systems and how waste is stored until the management company picks it up.

The body itself

One problem is that the deceased body was often sick before expiration. While it is possible that an infectious disease could pass to a mortuary employee or visitor, it is not likely. The bigger risk is medical equipment or materials on the body. People who had been receiving chemotherapy might have ports on their bodies and trace chemotherapy agents could be present.

Embalming fluid

Formaldehyde is a significant source of chemical waste in mortuaries and funeral homes. It is used to clean and disinfect equipment, to disinfect liquid infectious waste, and in embalming. The composition of embalming fluid varies but it always contains formaldehyde and sometimes alcohols and glutaraldehyde.

Embalming fluid waste that does not get into the body or leaks out of it would be considered RCRA hazardous waste in some contexts, but the industry usually flushes these liquids down the drain with the bodily fluids. This practice appears to be acceptable to authorities, although that could change.

The CDC website states that: "No evidence indicates that bloodborne diseases have been transmitted from contact with raw or treated sewage. Many bloodborne pathogens, particularly bloodborne viruses, are not stable in the environment for long periods of time."

Other chemicals used on body

Chlorinated compounds trichloroethylene and perchloroethylene were once used in funeral homes, but funeral directors have gotten away from them because they can't flush them down the drain and must dispose of them the same way dry cleaners do. If waste with these materials is produced, the waste must be classified as hazardous under RCRA.

Sharps

Sharps are scalpels, scissors, lancets, and any medical equipment that offers a piercing hazard. The mortuary uses cutting instruments in preparation of bodies for interment and cremation. Also, it is possible the body arrives at the facility with sharps attached. Sharps are not buried with the body and should not be included in the material sent to the cremation chamber. They should be placed in a dedicated sharps container.. Medical waste contractors take sharps from many customers and they can take it from you for disposal.

Pharmaceutical and Chemotherapy Waste

See page on pharmaceutical waste.

RCRA waste

The US federal law that defines and regulates hazardous waste is the Resource Conservation and Recovery Act (RCRA). RCRA hazardous waste is produced in only small quantities at funeral homes, if at all. Keep it in a separate container and tell your waste management contractor. They should be able to take it away for you and arrange for treatment and disposal. The RCRA rules for small generators permit you to keep the waste for up to 180 days.

See our page on sharps for how to store waste that can lacerate skin. If you don't have a formal sharps container, you can use another makeshift container (don't use glass ones) if you can ensure it will stay shut.

Biohazardous waste

Mortuaries end up with biohazardous waste that must be managed. The quantities are small compared with what is produced at hospitals or doctors offices. Materials such as gauze and bandages on the body that shows up at the funeral home, and some materials used in preparation of the body (e.g. disposable gloves, gauze, and tubing) qualify. Keep this waste separate from other waste streams and tell your waste disposal company about it.

Worker protection

Employees at mortuaries take precautions to avoid contact with hazardous materials. As part of getting their embalming license, operators must learn how to adhere to OSHA regulations for using personal protective equipment.

There is some chance of employees contracting a disease from working with a corpse, but if the medical industry does its job, the body should not be capable of communicating disease once it shows up to the mortuary. Employees should use PPE as appropriate when working with bodies. The education for people to become funeral directors includes training on worker safety and mortuaries are subject to OSHA rules.

Resource: OSHA compliance guide for mortuaries from Georgia Tech

Disposition of the Body

Embalming

Embalming is not as popular as it once was. It involves pumping blood and lymph out of the body and replacing it with embalming fluid. The replacement fluid (about 2 or 3 gallons for an adult male body) is a formaldehyde solution with water and sometimes glutaraldehyde, methanol, ethanol, and phenol. Sometimes dyes are added, too. What happens to the blood and other fluid removed from the body? It is flushed down the drain! Yes, it enters the sewage system and is treated by the wastewater treatment system in whatever town you are in. The blood can be a substantial load to the BOD (biological oxygen demand) at the sewage plant so check with local officials.

Cremation

Cremation is increasingly popular and recently surpassed burial as the most common way for bodies to be disposed of in the US. The body - with a garment and perhaps in a container - enters a chamber. Natural gas is used to heat the unit and exhaust goes through a scrubber to ensure smoke does not exit the facility.

Mortuaries take x-rays of the body in preparation, so they can avoid putting mechanical devices in the chamber. Mechanical devices and pacemakers are removed from the body as are jewelry and watches. The crematory operator essentially performs surgery on the dead body, cutting it open to take out artificial devices.

Most of the human body - over 60 percent - is water. About 20 percent is protein, much of which is collagen in skin and bone. This is combustible. The inorganic part of the bone remains. It is often said the bones are "calcified" in the cremation - they lose organic material. The temperature in the chamber is over 1000 °F. Heating is by natural gas or propane, usually not electric. The process takes several hours. The remains are about 3 to 6 pounds. Most of the mass of the body is converted to carbon dioxide and water vapor and exits to the atmosphere.

Alkaline hydrolysis units

A few mortuaries now offer alkaline hydrolysis disposition of the body. They might have a different name for it (e.g. "flameless cremation"), but it uses a heated chemical (alkaline solution) to rapidly breakdown the body tissues. This process has been used to dispose of animal bodies for years and is becoming somewhat popular for humans, partly because it is more energy efficient and eco-friendly than cremation. For this reason, it is called "green cremation". It has been used on the bodies of people who donate their bodies to science and several states have legalized it for disposal of dead bodies in general.

The body is put into a metal vessel with lye and water. The vessel is built to withstand pressure, and the temperature is increased to 300 SYMBOL degrees F. After a period of time (3 hours to 12 hours, as specified by the manufacturer), the pressure and temperature are reduced to ambient levels. At this point the contents of the vessel are largely liquid and at high pH. Acid is added to neutralize the slurry. The slurry is then filtered and the filtrate sent down the drain to the municipal wastewater treatment system. As with embalming, check with local wastewater authorities before operating alkaline hydrolysis processes on a regular basis. The filtered solids are analogous to cremains and may be venerated or buried.

Both embalming and, even more so, alkaline hydrolysis result in biological fluids entering the sewage system. As far as we know, this is legal in the United States. Check with your local wastewater authority for confirmation.

The body is put into a metal vessel with lye and water. The vessel is built to withstand pressure, and the temperature is increased to 300 °F. After a period of time (3 hours to 12 hours, as specified by the manufacturer), the pressure and temperature are reduced to ambient levels. At this point the contents of the vessel are largely liquid and at high pH. Acid is added to neutralize the slurry. The slurry is then filtered and the filtrate sent down the drain to the municipal wastewater treatment system. As with embalming, check with local wastewater authorities before operating alkaline hydrolysis on a regular basis. The filtered solids are analogous to cremains and may be venerated or buried.

Safety and MSDSs

Funeral home employees need to know the facility's waste categories, containers for different waste streams, and what kind of protection they need to employ when they handle hazardous materials. Material Safety Data Sheets should be available for any chemicals on site. Anyone who handles bodies need to be trained and use PPE when necessary.

Waste management plan

The death care industry is regulated by states and there is always concern about consumer protection and respect for the dead. Environmental concerns do not get as much press, but regulators will look into the death care industry on a periodic basis.

Directors of funeral homes and mortuaries can reduce administrative and public relations headaches if they write and maintain a waste management plan. Developing the plan helps identify problems, makes sure you have accounted for all possible waste, and shows good faith. If asked by a regulator or a member of the general public you can show them your waste management plan. It doesn't have to be long but it should show historic and projected rates of waste generation, and the plan for normally disposing of waste.

Nobody particularly wants to come after the death care industry, so if you follow regulations and don't try to illegally dispose of waste you should be okay.

Elements

Principles of Waste Management

Disinfectants

Sources

Q&A

Glossary

Organizations

Hospitals

Doctors' Offices

Vets Offices

Mortuaries

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The Impact of COVID-19 on Communities of Color in Nevada

Guinn CENTER

September 2020

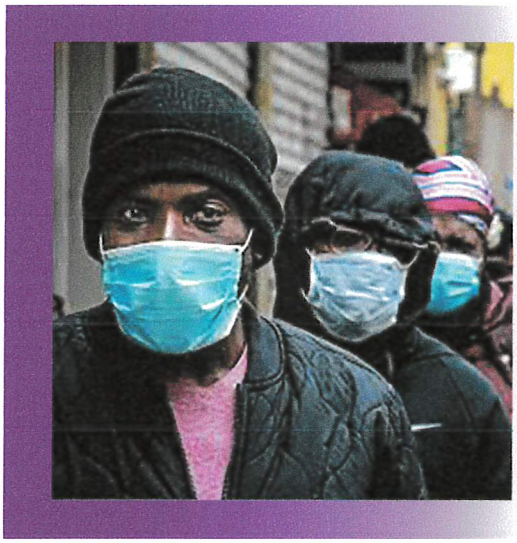
Introduction

Recent reports demonstrate that the coronavirus pandemic has disproportionately affected communities of color. Data from the Centers for Disease Control and Prevention (CDC) reveal that "Latino and African-American residents of the United States have been three times as likely to become infected as their white neighbors. And Black and Latino people have been nearly twice as likely to die from the virus as white people [...]."[1] Closer to home, preliminary data suggest that Nevada's racial and ethnic groups are among the hardest hit by COVID-19 in terms of infection, hospitalization, and mortality rates.

In addition to the direct and immediate health impacts, the pandemic has economically battered communities across the United States. Nevada is among those states that have been hit hardest by the public health crisis; the state's unemployment rate remains one of the highest in the country.[2] While it is too soon to assess the full extent of the impacts of COVID-19, historical data indicate that communities of color tend to be disproportionately affected by economic crises.[3] Underlying health and economic conditions, structural factors, and inequities may leave members of racial and ethnically diverse groups particularly vulnerable to economic downturns and less able to respond and recover.

This policy brief identifies the preliminary health and economic impacts of COVID-19 on communities of color in Nevada. This report is divided into four main sections.

Section One describes the demographic differences in COVID-19 infections, hospitalizations, and deaths. Section Two describes health vulnerabilities related to COVID-19, including demographics of COVID-19 risk factors and disparities in access to healthcare. Section Three examines the direct economic impacts of COVID-19 by race and ethnicity. Section Four outlines a series of recommendations that decision makers want to take under advisement regarding ways to mitigate the economic and health impacts of COVID-19 on Nevada's most vulnerable populations: communities of color.



The Health Impacts of COVID-19 on Communities of Color

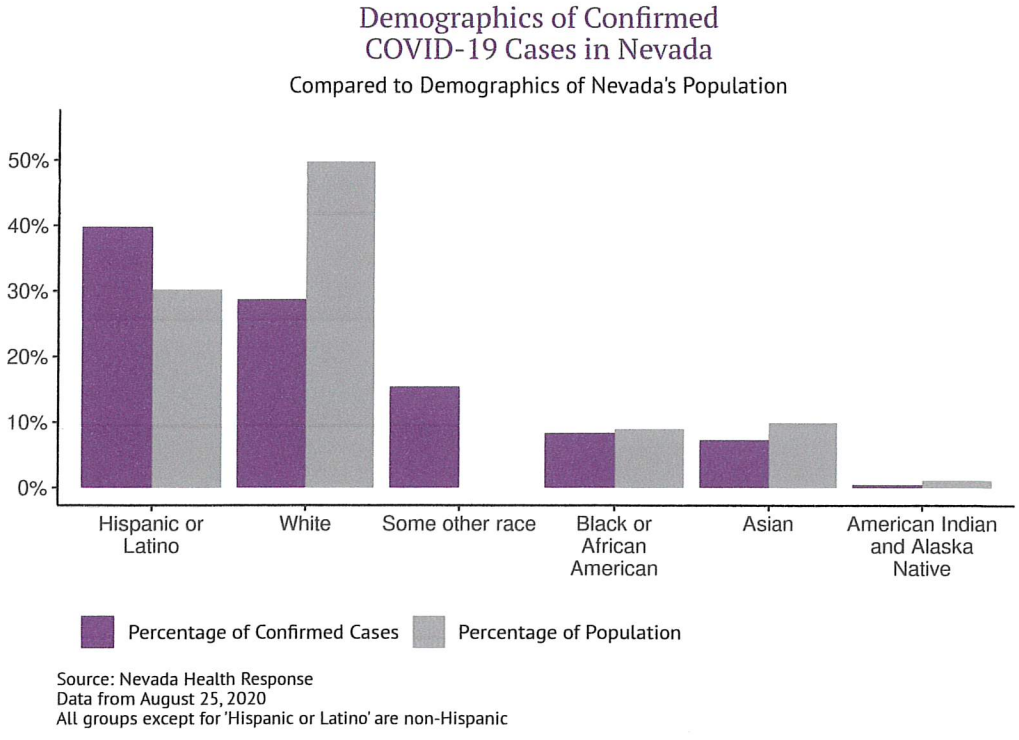
This section examines the COVID-19 infection, hospitalization, and mortality rates by race and ethnicity.

Confirmed COVID-19 Cases

As of August 25, 2020, there have been 66,666 confirmed COVID-19 cases in Nevada. The incidence rate of COVID-19 varies across racial and ethnic groups in Nevada. Non-Latino whites represent roughly 50.0 percent of Nevada's population. However, they account for 28.8 percent of Nevada's confirmed COVID-19 cases (see Figure 1).[4] Asians comprise 9.9 percent of the population and account for 7.2 percent of cases. African Americans represent 8.9 percent of the population and account for 8.3 percent of COVID-19 cases. Latinos in Nevada represent 30.3 percent of the state's population and account for 39.8 percent of cases. American Indians/Alaska Natives (AI/AN) comprise 1.1 percent of Nevada's population and represent only 0.5 percent of COVID-19 cases. While the number of COVID-19 cases among Nevada's American Indian/Alaska Native communities appears low, it has been reported that "tribal case counts don't seem to be reflected in state tallies."[5]

Race and ethnicity data on COVID-19 cases in Nevada are incomplete with a "significant number" of records missing race and ethnicity data, according to the Nevada Health Response data dashboard established by the Nevada Governor's Office and the Nevada Department of Health and Human Services.[6] Therefore, the numbers reported here should be interpreted with caution. It is worth noting that the data limitations are not unique to Nevada, meaning that while numerous national reports point to major disparities in COVID-19 cases by race and ethnicity, missing data make it difficult to arrive at accurate estimates.

Figure 1: Latinos in Nevada Account for a Greater Share of Confirmed COVID-19 Cases

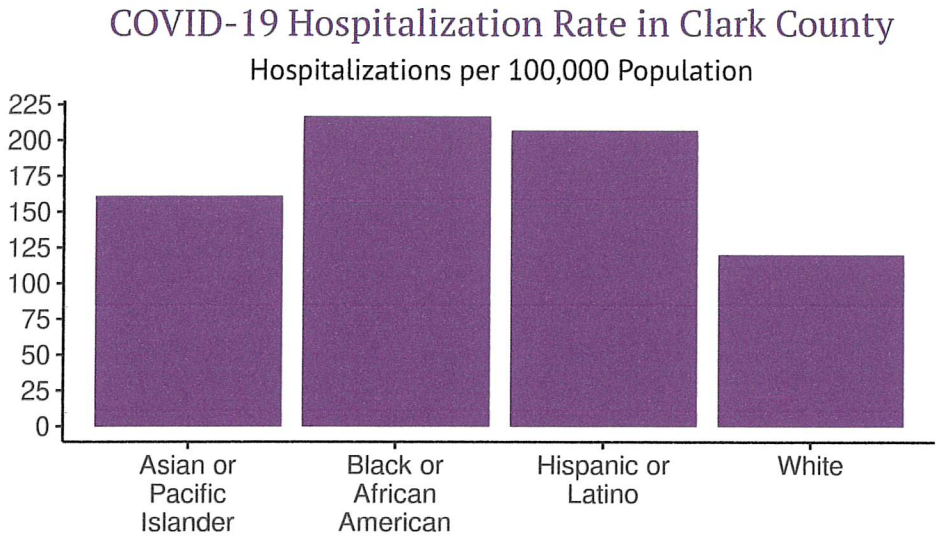


Source: Nevada Health Response
Data from August 25, 2020
All groups except for 'Hispanic or Latino' are non-Hispanic

COVID-19 Hospitalization Rates

Hospitalization rates also vary by race and ethnicity. Statewide hospitalization rate data are not available for Nevada; however, data are available for hospitalizations within Clark County, which accounts for the majority of the state's population and of the confirmed COVID-19 cases and deaths in the state. As shown in Figure 2, whites in Nevada have the lowest hospitalization rate, at 120.2 hospitalizations per 100,000 population. In contrast, African Americans have the highest hospitalization rate, at 216.9 hospitalizations per 100,000 population, nearly double the rate of whites. The hospitalization rate for Latinos is 207.2 per 100,000 population followed by Asian and Pacific Islanders at 161.2 hospitalizations per 100,000 population, respectively.

Figure 2: African Americans Have the Highest COVID-19 Hospitalization Rate in Clark County[a]



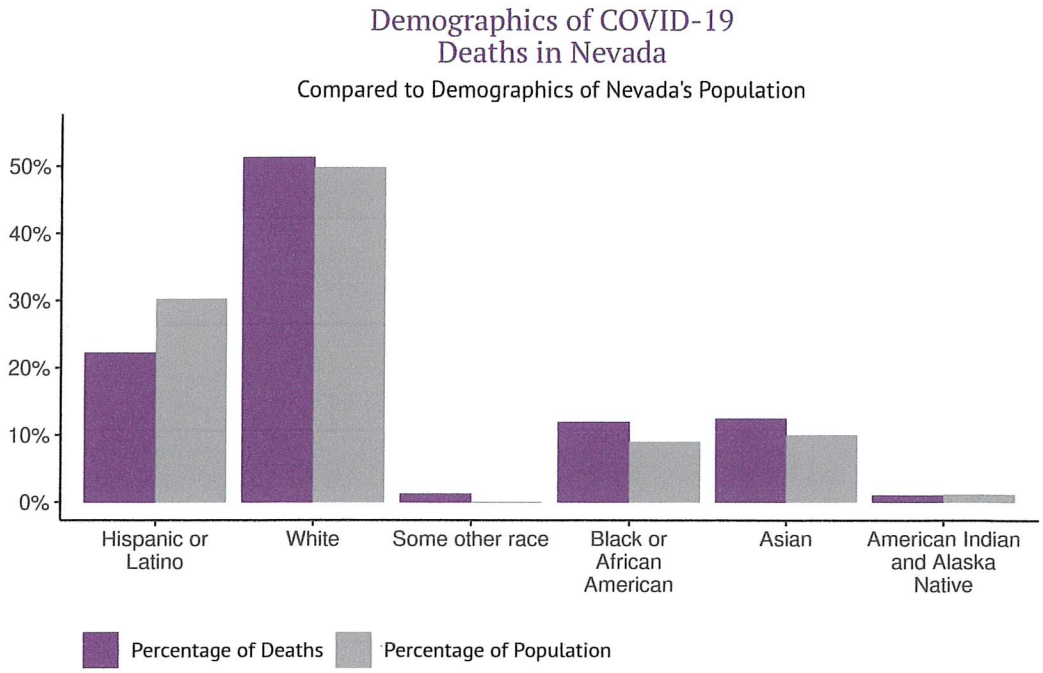
Source: Southern Nevada Health District
Note: Numbers for American Indian suppressed (fewer than 12 hospitalizations).
Data from August 25, 2020
All racial/ethnic groupings except for 'Hispanic or Latino' are non-Hispanic

COVID-19 Mortality Rates

The demographic distribution of COVID-19 deaths also varies by race and ethnicity. As of August 25, 2020, there have been 1,250 COVID-19 deaths in Nevada. As Figure 3 illustrates, Asians account for 12.4 percent of deaths but only represent 9.9 percent of Nevada's population, and African Americans account for 11.9 percent of deaths but only 8.9 percent of the population. Whites account for 51.3 percent of deaths, which is roughly equivalent to their representation in the population. Latinos, which represent 30.0 percent of Nevada's population, account for 22.2 percent of deaths. American Indians represent 1.1 percent of Nevada's population and account for 0.9 percent of COVID-19 deaths.

[a] Two notes about data presented in the figures throughout the report: First, throughout this report, the terminology describing racial and ethnic groups varies across figures. This is because different data sources use different terms. The terms used here reflect the language used in the original data source. Second, some figures include information on some racial and ethnic groups but not others. Again, the omission of any group reflects the limitations of the original data source.

Figure 3: COVID-19 Mortality Rates Are High Among Asians and African Americans in Nevada Relative to Their Share of the Population



Source: Nevada Health Response
Data from August 25, 2020
All groups except for 'Hispanic or Latino' are non-Hispanic

In Nevada, COVID-19 has disproportionately affected people of color. Latinos in Nevada have contracted COVID-19 in the greatest numbers relative to their share of the population. African Americans were hospitalized for COVID-19 related illness at the highest rates in Clark County. African Americans and Asians have died from COVID-19 at higher rates relative to their respective shares of the population. Section Two will explore the underlying conditions that may account for these differences in COVID-related outcomes.

Underlying Health and Healthcare Access Factors Make Communities of Color More Vulnerable

The Centers for Disease Control and Prevention (CDC) reported that age, diabetes, heart disease, and lung diseases are among the most significant risk factors for severe COVID-19-related illness.[7] The prevalence of these conditions among different racial and ethnic groups varies: whites tend to be older and have a higher prevalence of heart disease, but African Americans suffer higher rates of mortality from heart disease than whites despite a lower overall prevalence. African Americans and Latinos have a higher prevalence of diabetes.

While risk factors vary in prevalence among different racial and ethnic groups, people of color tend to have more limited access to health care. These underlying health conditions and differences in access to health care may contribute to the higher rates of COVID-19 incidence, hospitalizations, and mortality among diverse racial and ethnic groups compared to whites. This section examines the prevalence of underlying health conditions related to COVID-19 by race and ethnicity and describes differences in access to health insurance coverage.

COVID-19 Health Risk Factors Vary Among Racial and Ethnic Groups

The CDC found that advanced age and several underlying health conditions are major risk factors for COVID-19. As of May 2020, the most common underlying conditions reported in people with COVID-19 include heart disease (32 percent), diabetes (30 percent), and chronic lung disease (18 percent).[8] Of people infected who required admission to an intensive-care unit, 78 percent had at least one underlying health condition. The CDC cites a significant body of evidence connecting these and other underlying health conditions to higher rates of hospitalization and death related to COVID-19.[9] Age is another important factor: in Nevada, the majority of COVID-19 related deaths have been among people aged 60 and older.[10]

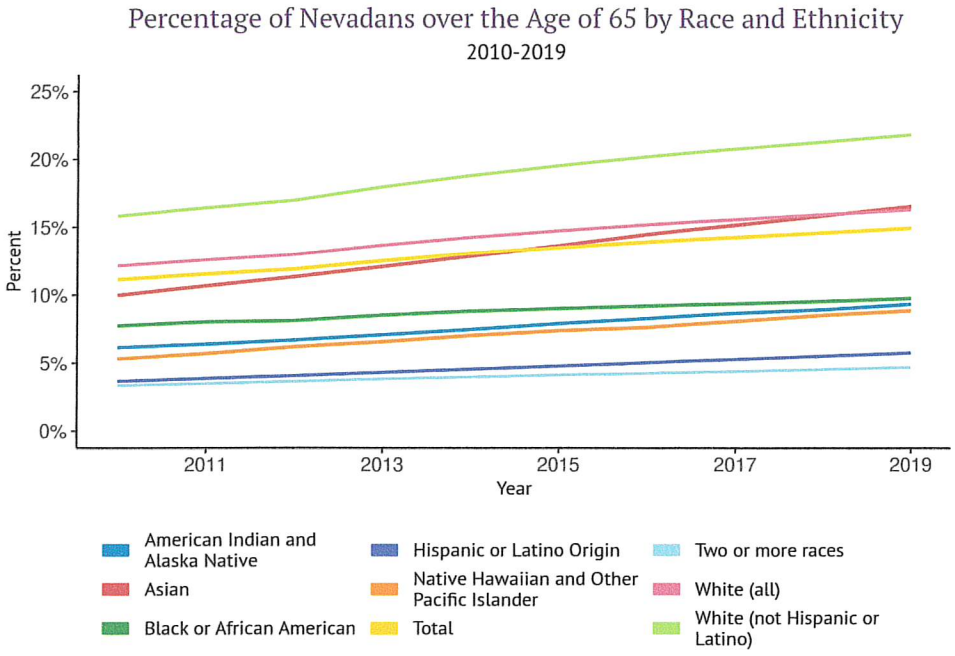
Below, we present data on age and the prevalence of diabetes, cardiovascular disease, and respiratory diseases by various demographic groups in Nevada. Our findings suggest that there is no consistent pattern in the distribution of risk factors by race and ethnicity in Nevada. Whites tend to be older and have a higher prevalence of heart disease, but African Americans suffer higher rates of mortality from heart disease than whites despite a lower overall prevalence. African Americans and Latinos have high rates of diabetes, while whites and African Americans have the highest rates of respiratory risk factors. Differences in COVID-19 infection, hospitalization, and mortality rates, then, are likely not solely attributable to differences in the distribution of risk factors.

Here we note that Nevada's overall population is aging. Old age is one of the greatest risk factors for severe COVID-19-related illness.[11] In Nevada, more than 80 percent of COVID-19 deaths have occurred among people over the age of 60.[12] In 2019, 20 percent of whites were over the age of 65; this percentage is higher than that of any other racial and/or ethnic group in the state (see Figure 4). More than 15 percent of Asians are over the age of 65. Less than 10 percent of African Americans, Latinos, American Indians, and Native Hawaiian/Other Pacific Islanders are over the age of 65.

Aging is associated with increased prevalence of conditions such as diabetes that are also risk factors for COVID-19.[13] It is also associated with higher rates of mortality from causes such as cardiovascular disease.[14]

> **"While risk factors vary in prevalence among different racial and ethnic groups, people of color tend to have more limited access to health care."**

Figure 4: More than 20 Percent of White Nevadans Are Over the Age of 65

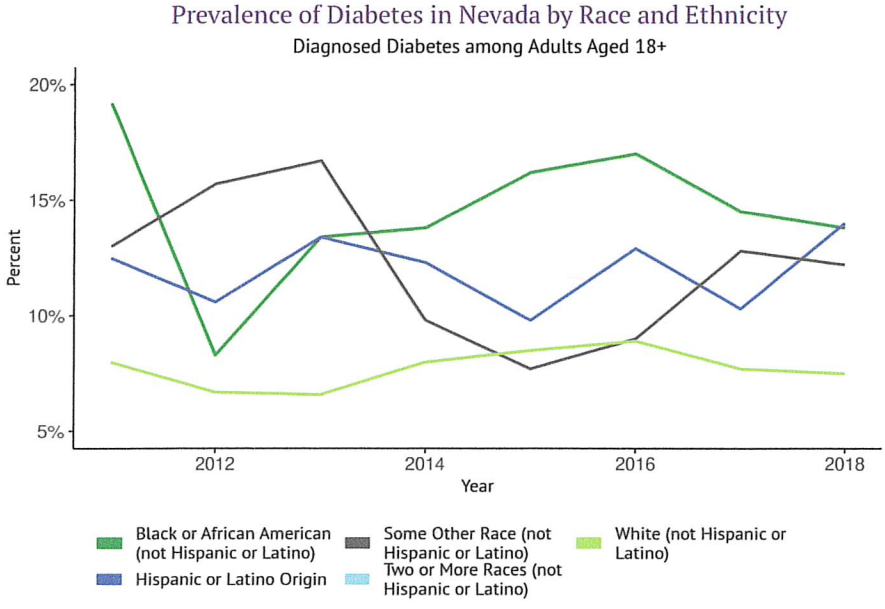


Source: U.S. Census Bureau

Diabetes Rates are Higher Among African Americans and Latinos

Individuals with diabetes are at a significant risk for COVID-19 complications. In Nevada, non-Latino whites have the lowest rate of diagnosed diabetes at less than 10 percent (Figure 5).[15] Prevalence estimates for diagnosed diabetes among African American adults fluctuated significantly over the period of analysis but have been the highest among all groups since 2014.[16] Prevalence rates ranged between 10 and 15 percent for Latinos.

Figure 5: Diabetes Rates Are Higher Among African Americans and Latinos[b]



Source: CDC Behavioral Risk Factor Surveillance System (BRFSS)

[b] This figure uses self-reported data to estimate the prevalence of diabetes. It also does not differentiate between Type 1 and Type 2 diabetes, though Type 2 diabetes represents more than 90 percent of diabetes cases, so the figure is likely more representative of Type 2 diabetes.

Most Groups Have Similar Rates of Cardiovascular Disease, but African Americans Have Highest Cardiovascular Mortality Rates

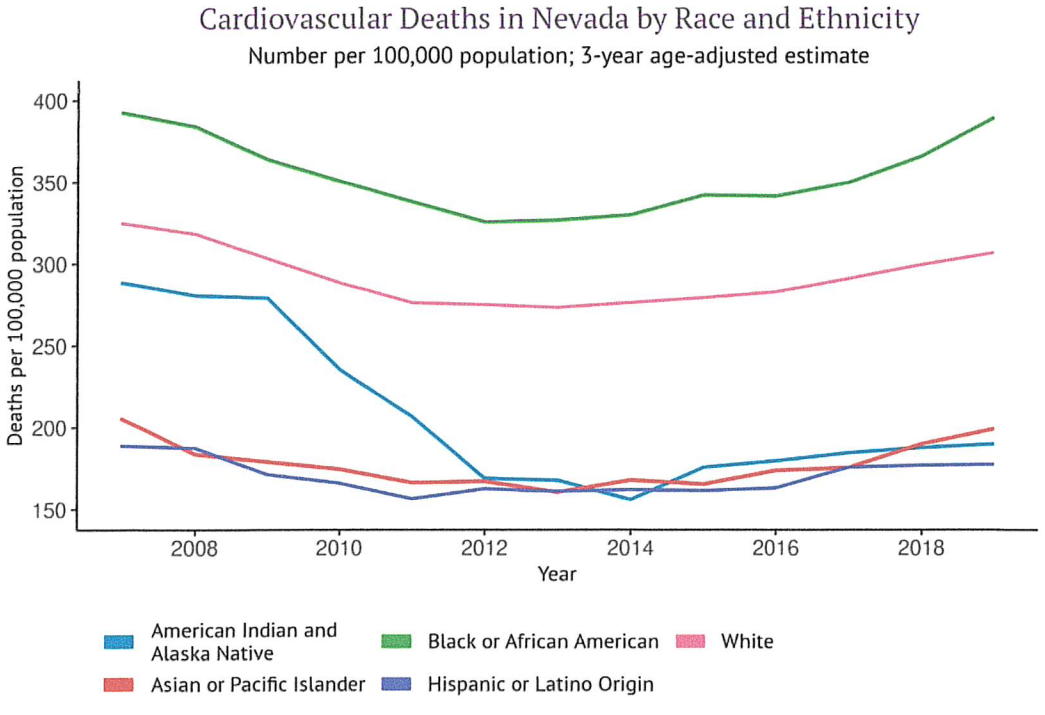
Cardiovascular disease is currently the leading cause of death in Nevada and in the United States. It is characterized by substantial health disparities in the prevalence, mortality, and presence of risk factors across different racial and ethnic groups. Cardiovascular disease is one of the most significant risk factors for severe COVID-19-related illness.[17]

According to data from the Nevada Behavioral Risk Factor Surveillance System, the overall prevalence of heart disease in Nevada is the highest among American Indians/Alaska Natives (5.8 percent), followed by non-Latino whites (5.2 percent), and African Americans (5.0 percent). Asians and Pacific Islanders (4.7 percent) and Latinos (1.6 percent) had the lowest prevalence.[18]

Although American Indians and whites have the highest prevalence of heart disease in Nevada, the mortality rate is highest among African Americans (see Figure 6). The cardiovascular mortality rate among African American adults in Nevada was approximately 400 cardiovascular deaths per 100,000 population in 2018. The cardiovascular mortality rate among white adults was about 325 per 100,000 population. The mortality rates for American Indians, Asians, and Latinos were less than 200 per 100,000 population.

The high cardiovascular mortality rate among white Nevadans may be attributed to the relatively advanced age of Nevada's white population (see Figure 4).[19] The high rate among African Americans may be attributed to underlying health conditions. For example, risk factors for cardiovascular disease such as hypertension, obesity, and diabetes are higher among African American adults than white adults.[20]

Figure 6: African Americans Have the Highest Cardiovascular Death Rate in Nevada



Source: United Health Foundation: America's Health Rankings

The higher mortality rates among this racial group may also be attributed to inequalities in access and quality to cardiovascular care received by African Americans.[21] For example, a 2018 study found that whites were more likely than African Americans to receive specialist care from a cardiologist when admitted to an intensive care unit for heart failure.[22] Another study found that white patients were more likely than African American patients to receive timely and appropriate medication for heart attacks in hospitals.[23]

Respiratory Risk Factors in Nevada are Highest Among Whites and African Americans

Respiratory disease, specifically Chronic Obstructive Pulmonary Disease (COPD), is strongly associated with COVID-19 morbidity and mortality.[24] In 2019, 9.8 percent of whites in Nevada and 3.8 percent of Latinos had COPD (data on other racial and ethnic groups were not available).[25] Smoking is the leading cause of COPD.[26] In 2019, 21.6 percent of African Americans in Nevada, 16.6 percent of whites, and 11.2 percent of Latinos were smokers.[27] Asthma is another respiratory condition with the potential to exacerbate COVID-19 related illness. In 2019, 11.4 percent of African Americans in Nevada reported being told by a health professional that they have asthma, compared to 7.5 percent of whites and 6.9 percent of Latinos.[28] One study found that African American children were much more likely than other racial or ethnic groups to be hospitalized for asthma.[29] Together, these data suggest that whites and African Americans have the highest rates of respiratory risk factors that may contribute to more severe COVID-19-related illness.

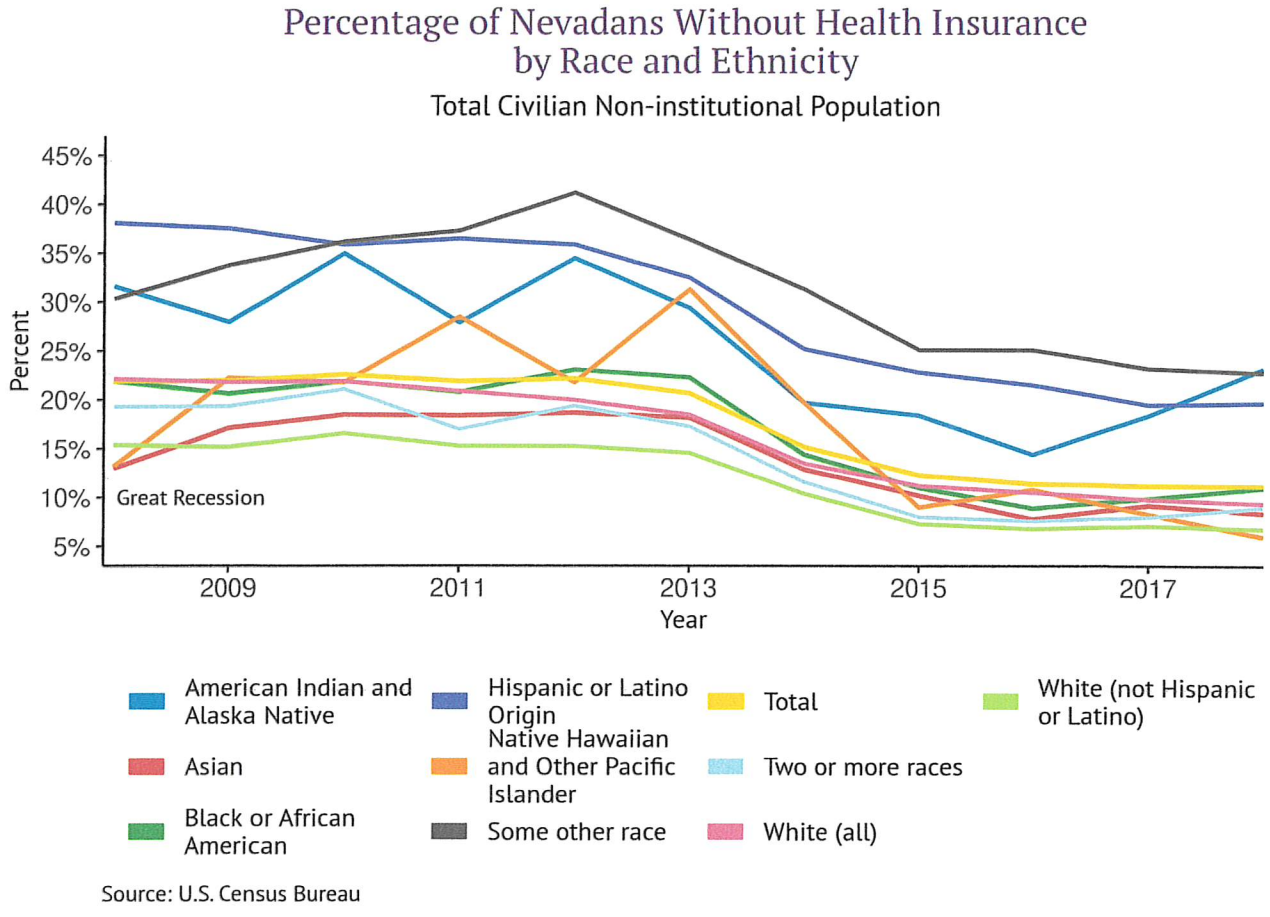
Lack of Health Insurance May Exacerbate Risk or Delay Medical Care

Racial and ethnic communities in Nevada often face barriers to accessing quality health care due to a variety of health, economic, social, and environmental factors, such as a lack of employer-sponsored insurance, and linguistic barriers in patient-provider communication. Lack of access to health care may interfere with the ability of members of communities of color to seek out necessary advice for avoiding infection during the pandemic. Racial factors have been linked also to differences in the quality of health care.[30] The 2018 National Healthcare Quality and Disparities Report found that African Americans, American Indians/Alaska Natives, and Native Hawaiians/Pacific Islanders received worse health care than whites on about 40 percent of the quality measures evaluated.[31]

“Racial and ethnic communities in Nevada often face barriers to accessing quality health care due to a variety of health, economic, social, and environmental factors.”

Health insurance is a major determinant of health care access.[32] The number of Nevadans without health insurance has declined significantly in recent years, largely due to Nevada's decision in 2015 to expand Medicaid. However, despite these efforts, Nevada's uninsurance rate was the seventh-highest in the nation in 2019.[33] Roughly 338,700 Nevadans, or 11.0 percent of the population, lack health insurance, compared to the national rate of 9.0 percent.[34] Furthermore, Figure 7 shows that, while the overall uninsurance rate has declined, there are marked disparities in uninsurance rates across racial groups. Whites, Asians and individuals identifying as biracial/multiracial (i.e., Two or More Races) have the lowest uninsurance rates at roughly 9.0 percent. In contrast, American Indians/Alaska Natives and individuals identifying as Other Race have uninsurance rates greater than 22.0 percent, followed by Latinos at 20.0 percent, and African Americans at 11.0 percent.[35]

Figure 7: A Large Proportion of Latinos and American Indians in Nevada Lack Health Insurance



Source: U.S. Census Bureau

As reported by the Guinn Center in 2019, Latinos accounted for about 36.0 percent of Nevada's population, but almost 60.0 percent of its uninsured population.[36] One possible explanation for the high uninsurance rates among Nevada's Latino population may be citizenship. In 2019, 27.0 percent of uninsured Nevadans lacked coverage due to immigration status.[37] Nevada has the highest share of unauthorized immigrants as a share of the total population (7.1 percent), followed by Texas (5.7 percent) and California (5.6 percent). Unauthorized immigrants account for more than one-third of all immigrants in Nevada.[38] In addition to lacking health insurance, many immigrants work in service sector jobs. Low rates of educational attainment and low household incomes have been linked to higher uninsurance rates and may also account, in part, for the high uninsurance rates among Latinos in Nevada.[39]

Differences in uninsurance rates may also be attributed to disparities in employer-sponsored health insurance coverage. According to the Kaiser Family Foundation, 64.0 percent of nonelderly white adults in Nevada had employer-sponsored health insurance, compared to 48.0 percent of Latinos and 42.0 percent of African Americans.[40]

Lack of health insurance can limit one's access to health care, leading to worse health outcomes among uninsured populations.[41] For instance, individuals with a dedicated health care provider are better positioned to receive necessary preventative care, to avoid emergency room visits, and to reduce overall health care costs.[42] As of 2018, only 52.5 percent of Latinos in Nevada had a dedicated health care provider, compared to 72.1 percent of African Americans, 76.9 percent of whites, and 78.8 percent of Asians.[43] In short, uninsured individuals may avoid preventative care and postpone or avoid care for chronic conditions. Consequently, the uninsured population in Nevada may be more vulnerable to the health impacts of COVID-19, particularly if their insurance status reduces their access to information regarding prevention of COVID-19 infection and/or causes them to delay or defer treatment in the case of infection.

In Nevada, COVID-19 has disproportionately affected people of color. Underlying risk factors and health conditions make some members of racial and ethnic groups more vulnerable to COVID-19. Exacerbating underlying health risk factors are differences in health care coverage. For example, Latinos in Nevada have contracted COVID-19 in the greatest numbers relative to their share of the population. They also have the second highest rates of uninsurance (behind American Indians); and less than half of Latinos in Nevada have a dedicated health care provider and employer-sponsored health insurance. Lack of access to health care may interfere with the ability of Latinos to obtain or seek out necessary advice for avoiding infection during the pandemic and could also delay testing and treatment.

"Lack of health insurance can limit one's access to health care, leading to worse health outcomes among uninsured populations."

The Economic Vulnerability of Communities of Color

In response to the health crisis and following a wave of voluntary businesses closures, a statewide shutdown of nonessential businesses – including casinos – was ordered on March 18, 2020 in Nevada.[44] Nevada's economy, which is driven by tourism, gaming, and retail, was devastated by the pandemic. As a result of the closures, many Nevadans have experienced reduced hours, furloughs, and even job elimination. In April 2020, the state's unemployment rate reached 30.1 percent, the highest in the country and the highest rate ever recorded in U.S. history.[45] As a result, Nevada's unemployment claims skyrocketed. Moreover, almost half of the state's General Fund, Nevada's major operating fund, is derived from sales and gaming taxes. The economic shutdown resulted in reduced revenues leaving the state to address and close a historic $1.2 billion budget shortfall, which they did in a special session in July 2020.[46]

Given the health impacts of COVID-19, it is not surprising that the economic impacts have also affected communities of color in Nevada. Members of diverse racial and ethnic groups are employed in disproportionately high numbers in those economic sectors most deeply affected by the pandemic. Unemployment levels are higher for African Americans and Latinos than for whites.

Underlying economic, social, and structural factors leave these same communities more vulnerable and less resilient to economic downturns. In Nevada, people of color have lower rates of educational attainment, are often overrepresented in low-wage sectors, and, accordingly, have lower levels of employment income than whites. These factors are correlated, in turn, with higher rates of poverty. These inequalities are not new – the distribution of wealth, income, and education in Nevada and in the country has long been stratified by race and ethnicity.[47]

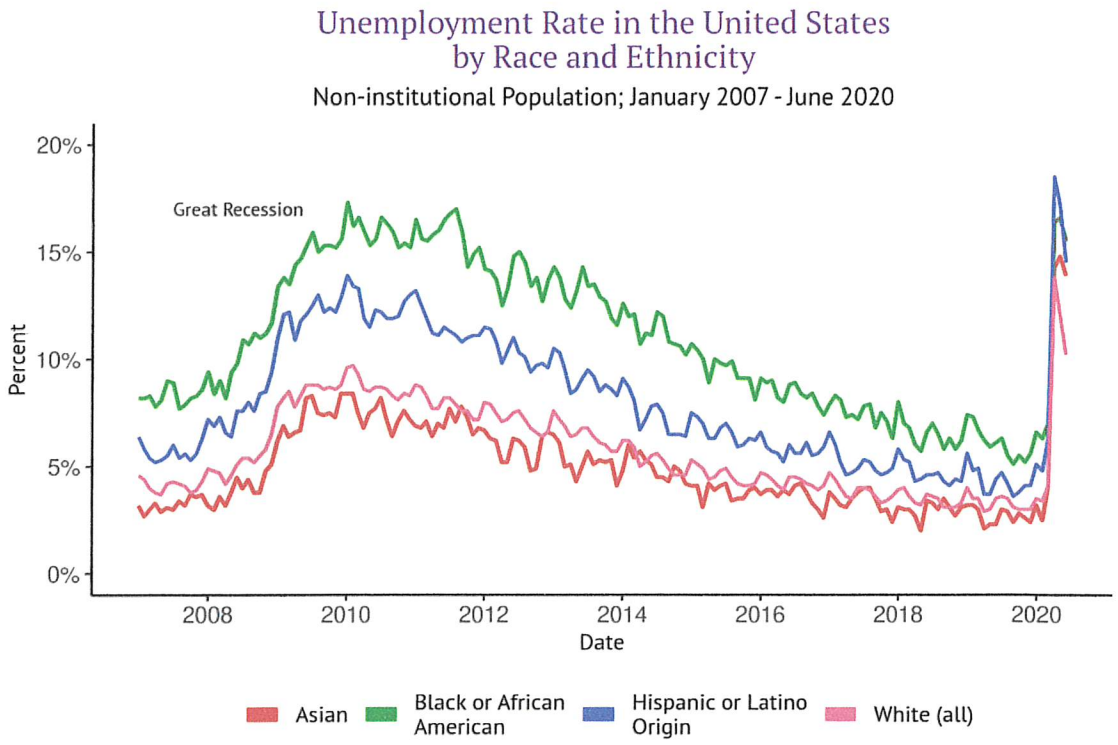
This section highlights some of the preliminary economic impacts of COVID-19 on Nevada's diverse racial and ethnic communities. Section Four offers a set of recommendations that decision makers may want to take under advisement as they consider ways to mitigate the impacts of COVID-19 on communities of color.

Unemployment Rates are Higher for People of Color

Preliminary national and state-level data already suggest that communities of color are disproportionately suffering the economic repercussions of the COVID-19 pandemic. The dramatic increase in unemployment is one of the most visible and damaging economic consequences. While current unemployment data by race are not available for Nevada, national data reveal that the unemployment rate for African Americans, Latinos, and Asians is higher than that for whites (Figure 8).

> "...during the Great Recession, African Americans and Latinos experienced the highest unemployment rates during and following the recession."

Figure 8: Unemployment Rates Are Higher for Latinos and African Americans Following the COVID-19 Related Economic Downturn

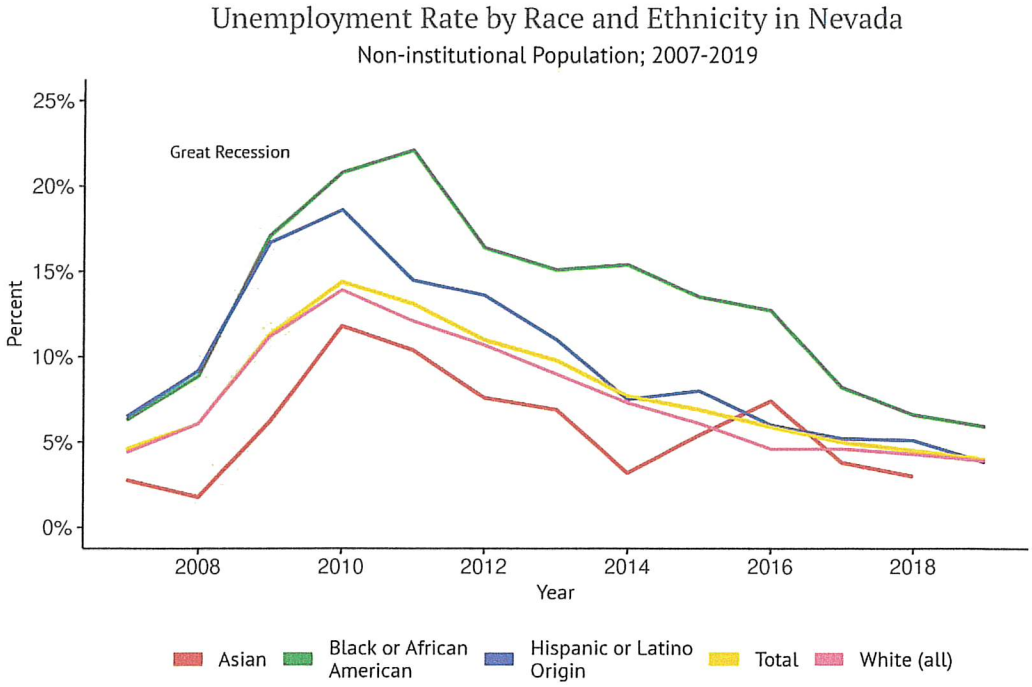


Source: Bureau of Labor Statistics. Retrieved from FRED, Federal Reserve Bank of St. Louis.
Data are not seasonally adjusted.

While the data in Figure 8 are national, historical Nevada-specific data reveal that African Americans and Latinos have been adversely affected by economic crises. For instance, during the Great Recession, African Americans and Latinos experienced the highest unemployment rates during and following the recession (see Figure 9). Reflecting national trends, African Americans in Nevada consistently had the highest rates of unemployment both pre- and post-recession, reaching a maximum of 22.1 percent unemployment in 2011.[48] Though the overall unemployment rate in Nevada returned to pre-recession levels by 2019 and the employment gap for most racial and ethnic groups narrowed, African Americans still had a higher rate of unemployment than other racial and ethnic groups.

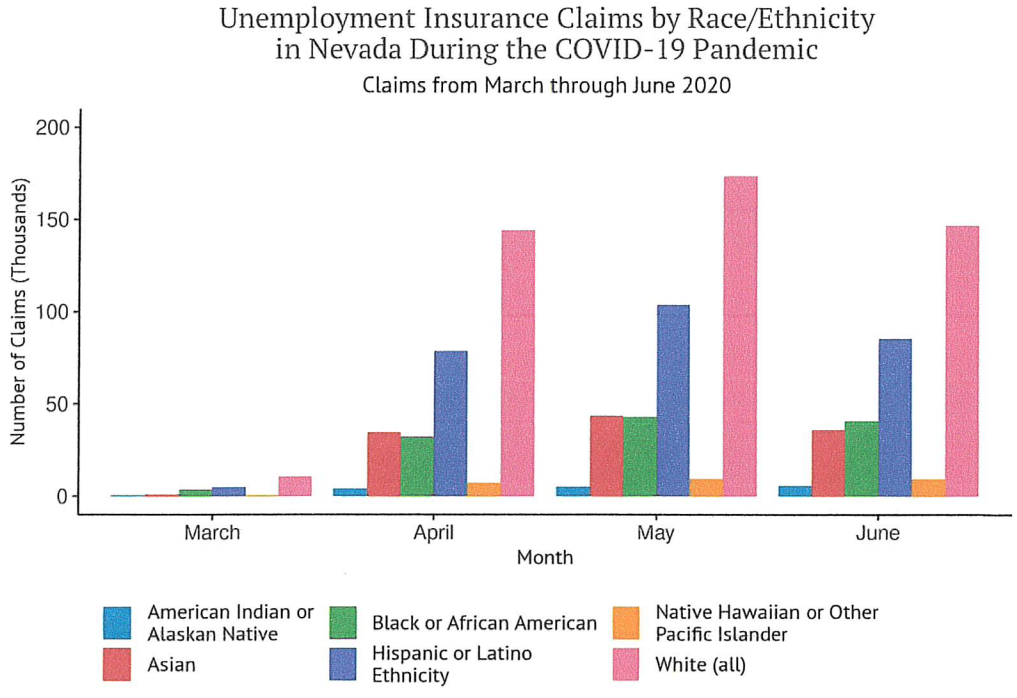
Unemployment claims data provide additional real-time insights into how the pandemic-induced economic crisis is affecting Nevadans across race and ethnicity. The COVID-19 pandemic resulted in a wave of business closures starting on March 18, 2020, causing an immediate and unprecedented spike in unemployment and unemployment insurance claims. The number of claims by race and ethnicity generally reflect the differences in the population size of each group: white Nevadans have consistently filed the most claims, followed by Latinos and then African Americans (see Figure 10).

Figure 9: The Unemployment Rate in Nevada Has Been the Highest Among African Americans



Source: Bureau of Labor Statistics
Note: Labor data for Asians not available for 2019

Figure 10: The Number of Unemployment Insurance Claims in Nevada Increased Sharply



Source: U.S. Department of Labor

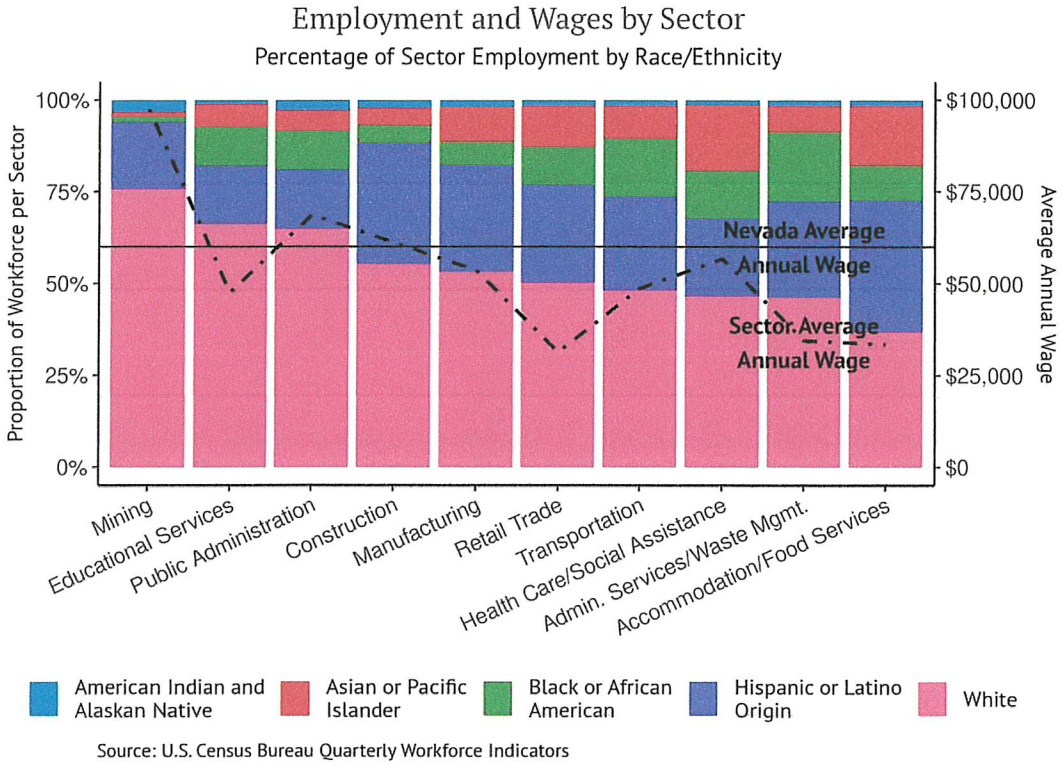
Communities of Color are Employed in Sectors Most Affected by COVID-19

The public health emergency and the shutdown of businesses have affected some sectors more than others. In Nevada, the hardest hit sectors are retail, tourism and gaming, as well as accommodation and food services, which employ more than 500,000 people and account for 37 percent of the state's total employment.[49]

As Figure 11 shows, people of color account for roughly half of all employment in the retail trade, transportation, health care and social assistance, administrative support services and waste management, and accommodation and food services sectors. In the accommodation and food services sector, Asians account for 16 percent of total employment (but comprise only ten percent of the population) and Latinos account for 36 percent of employment (but represent only 30 percent of the population). Figure 11 also reveals that the average wage in the sectors that employ significant people of color is often lower than the state average wage.

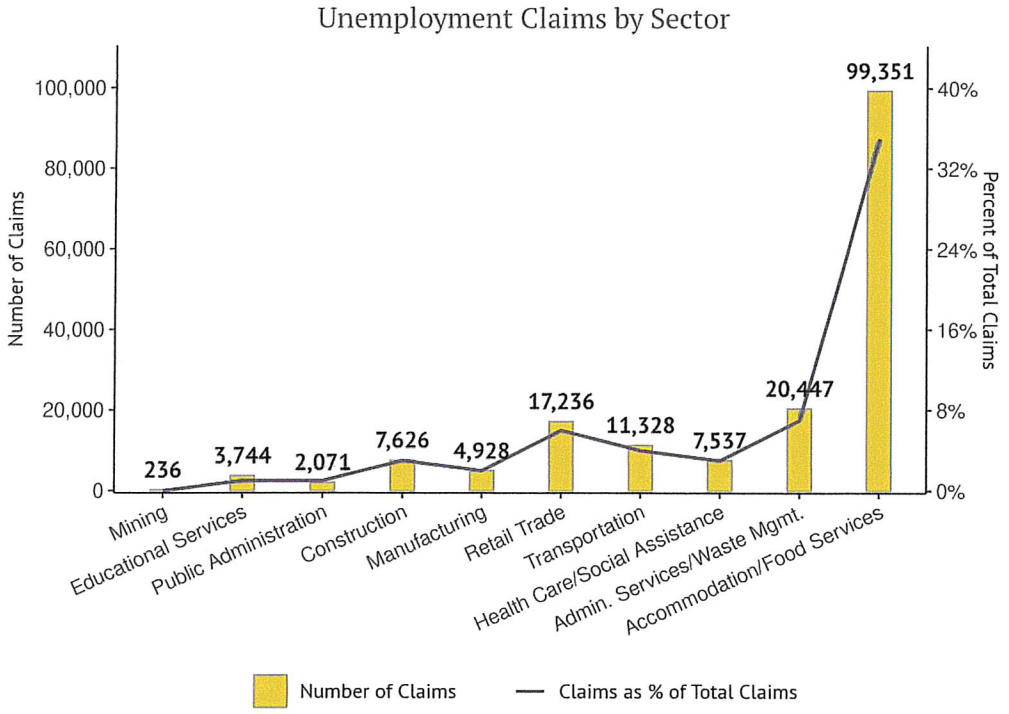
Data on unemployment claims by sector show that sectors that employ more significant shares of people of color have been significantly affected by the COVID-19-induced economic crisis. As of July 18, 2020, unemployment claims in the accommodation and food services sector (99,351) accounted for more than one-third of all unemployment claims in Nevada (see Figure 12). Given their employment participation in these sectors (see Figure 11), job losses in accommodation and food services, administrative support services and waste management, and retail sectors have likely had a disproportionate impact on communities of color.

Figure 11: People of Color Are Overrepresented in Low-Wage Sectors in Nevada



Source: U.S. Census Bureau Quarterly Workforce Indicators

Figure 12: People of Color Are Overrepresented in the Hardest Hit Sectors in Nevada



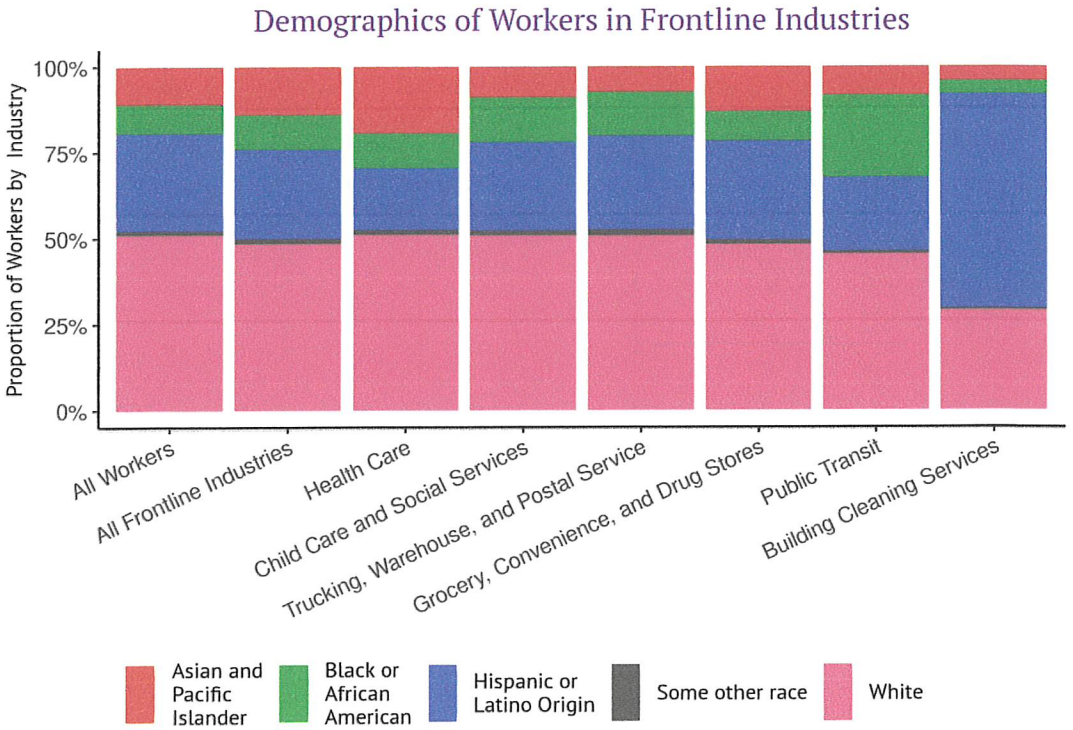
Even when members of Nevada's diverse racial and ethnic groups have not lost their jobs, many of them are employed in essential jobs. A recent Center for Economic Policy and Research (CEPR) report identified six sectors of the economy that are considered essential and in which most workers are on the frontlines of COVID-19 response efforts.[50] These are: grocery, convenience, and drug stores; public transit; trucking, warehouse, and postal service; building cleaning services; health care; and child care and social services.[51] Assessing national data, the authors of the CEPR report arrived at the following conclusions:

- Workers in frontline industries are disproportionately women.
- People of color are overrepresented in many occupations within frontline industries.
- Immigrants are overrepresented in building cleaning services.
- Workers 50 years and older are overrepresented in frontline industries.
- The building cleaning services industry has a particularly high incidence of uninsured workers.[52]

A review of Nevada-specific data finds that national trends play out within our local workforce (see Figure 13). Asians and African Americans are overrepresented in frontline industries in Nevada: Asians account for 10.8 percent of the Silver State workforce, but 14.0 percent of the workforce in frontline industries, and 19.3 percent of employment in the healthcare industry. African Americans account for 8.5 percent of Nevada's workforce, but ten percent of the workforce in frontline industries, and 24.0 percent of employment in the public transit industry. Latinos account for 28.3 percent of Nevada's workforce, 26.0 percent of employment in frontline industries, and 62.5 percent in building cleaning industries. As shown in Figure 13, people of color account for the majority of the workforce in public transit and building cleaning services. Whites account for 51.0 percent of the workforce, but only 48.4 percent of employment in frontline industries.[53]

Table 1 also indicates that foreign born workers are overrepresented in building cleaning services industry. Additionally, workers with lower rates of educational attainment (less than a college degree) are overrepresented in the following frontline industries: building cleaning services, grocery stores, public transit, and trucking, warehouse, and postal service.

Figure 13: People of Color Are Overrepresented in Frontline Industries of COVID-19 Response in Nevada



Source: CEPR Analysis of U.S. Census Bureau 2014-2018 data

Table 1. Characteristics of Workers in COVID-19 Frontline Industries in Nevada

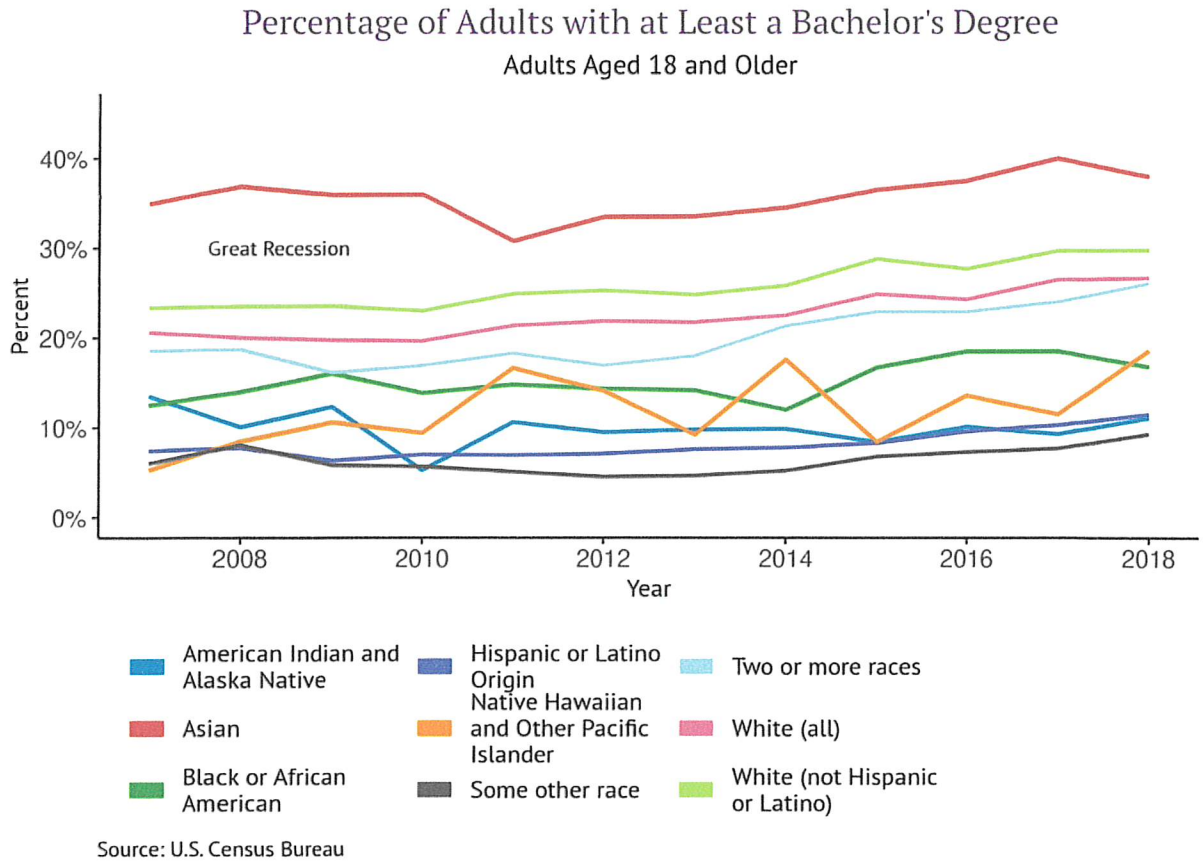
	All Workers	All Frontline Industries	Grocery, Convenience & Drug Stores	Public Transit	Trucking, Warehouse & Postal Service	Building Cleaning Services	Health Care	Child Care & Social Services
All Workers (16+)	1,365,908	212,551	52,894	4,032	25,259	16,886	95,520	17,960
	(%)	(%)	(%)	(%)	(%)	(%)	(%)	(%)
Female	46.2	59.9	50.1	31.1	23.5	51.2	73.3	83.6
Race/Ethnicity								
White	51.0	48.4	48.1	45.4	50.7	29.0	51.0	50.8
Black	8.5	10.0	8.6	23.9	12.7	3.7	10.1	13.0
Latino/Hispanic	28.3	26.0	28.7	21.5	27.3	62.5	18.0	25.7
Asian/Pacific Islander	10.8	14.0	13.0	8.3	7.3	4.2	19.3	8.9
Other	1.4	1.5	1.5	0.9	2.0	0.6	1.5	1.6
Foreign Born	25.9	25.4	21.9	21.9	21.6	57.2	24.0	19.6
Education Level								
Less than High School	12.6	11.0	14.6	8.9	13.9	36.6	3.9	10.3
High School	28.0	27.3	39.2	37.7	39.9	36.8	15.6	25.0
Some college	35.3	36.0	33.2	41.8	36.3	20.0	40.3	35.4
College	16.0	16.5	10.5	8.8	7.8	5.3	23.5	21.4
Advanced	8.1	9.2	2.4	2.9	2.0	1.4	16.7	7.9
Age 50+	31.0	32.4	26.7	50.4	39.3	30.3	32.9	34.2
Compensation and Benefits								
Below poverty line	6.6	6.6	9.1	3.3	5.6	15.5	3.4	9.4
<200% poverty line	22.7	23.1	30.7	21.9	22.5	43.5	14.6	28.6
No health insurance	14.0	12.5	14.0	7.4	15.3	37.8	6.7	12.2

One of the reasons why many people of color are overrepresented in low-wage sectors and/or frontline industries may be attributed to low levels of educational attainment. Lower rates of educational attainment are also associated with higher rates of unemployment and fewer opportunities to work remotely.[54] As seen in Figure 14, the proportion of Nevadans with at least a bachelor's degree generally increased following the Great Recession. However, there are significant differences in educational attainment by race and ethnicity.

In 2018, 38.0 percent of Asians in Nevada had at least a bachelor's degree, up from 35.0 percent in 2007. This is the highest rate of educational attainment. Over a quarter (26.7 percent) of whites also have at least a bachelor's degree. In contrast, Latinos and American Indians in Nevada have the lowest rates of educational attainment, with less than 12.0 percent of adults earning at least a bachelor's degree as of 2018. About 17.0 percent of African American adults earned a bachelor's degree.

Recent data suggest that educational attainment is a key determinant of workers' ability to work from home.[55] According to the Pew Research Center, more than 60.0 percent of workers with at least a bachelor's degree had jobs that could be carried out remotely, compared to only 22.0 percent of workers who did not attend college. Consequently, white and Asian Nevadans are much more likely to be able to telework when necessary than workers from other diverse racial and ethnic groups. The ability to telework allowed some workers to maintain their jobs when businesses shut down during the pandemic; it also allowed some workers to avoid exposure to COVID-19 after businesses started to re-open.

Figure 14: Latinos and American Indians in Nevada Have Low Rates of Educational Attainment



Source: U.S. Census Bureau

Communities of Color are Vulnerable to Evictions

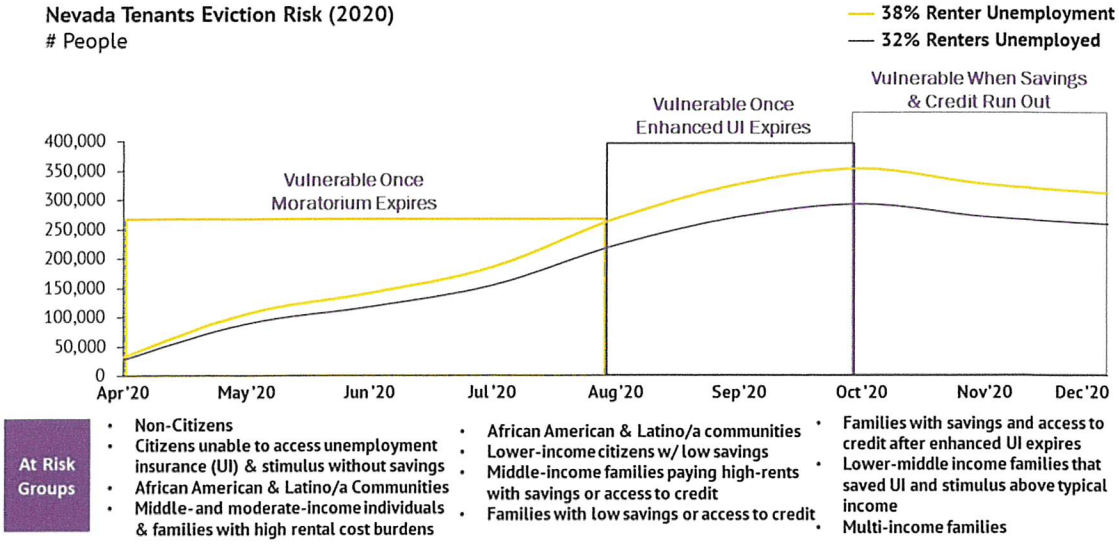
In Nevada, the economic impacts of COVID-19 are placing extreme stress and burden on housing conditions. According to a recent Aspen Institute report, "The COVID-19 housing crisis has sharply increased the risk of foreclosure and bankruptcy, especially among small property owners; long-term harm to renter families and individuals; disruption of the affordable housing market; and destabilization of communities across the United States."[56] The report's authors note that an "estimated 30-40 million people in America could be at risk of eviction in the next several months" and if economic conditions do not change significantly, "29-43 [percent] of renter households could be at risk of eviction by the end of the year."[57]

A July report authored by the Guinn Center and the COVID-19 Eviction Defense Project found that, by September 2020, as many as 327,000 Nevadans could struggle to make rent payments (Figure 15).[58] The Aspen Institute has projected that this number could be as high as 501,000 Nevadans.[59] The risk of being unable to pay rent increases as eviction moratoria expire, enhanced unemployment insurance benefits expire, and household savings and credit run out.

Communities of color in Nevada are particularly vulnerable to evictions. There are two reasons for this. First, people of color in Nevada are more likely to be renters. On average, roughly 44 percent of households in the Silver State are renters.[60] And members of Nevada's diverse racial and ethnic groups are much more likely to rent than to own their homes. As Figure 16 illustrates, more than two-thirds of Native Hawaiian/Pacific Islanders, and African Americans are renters. Around half of American Indian/Alaska Natives, Latinos, and individuals who identify as Two or More Races rent their homes. Conversely, most whites and Asians are homeowners, as opposed to renters.

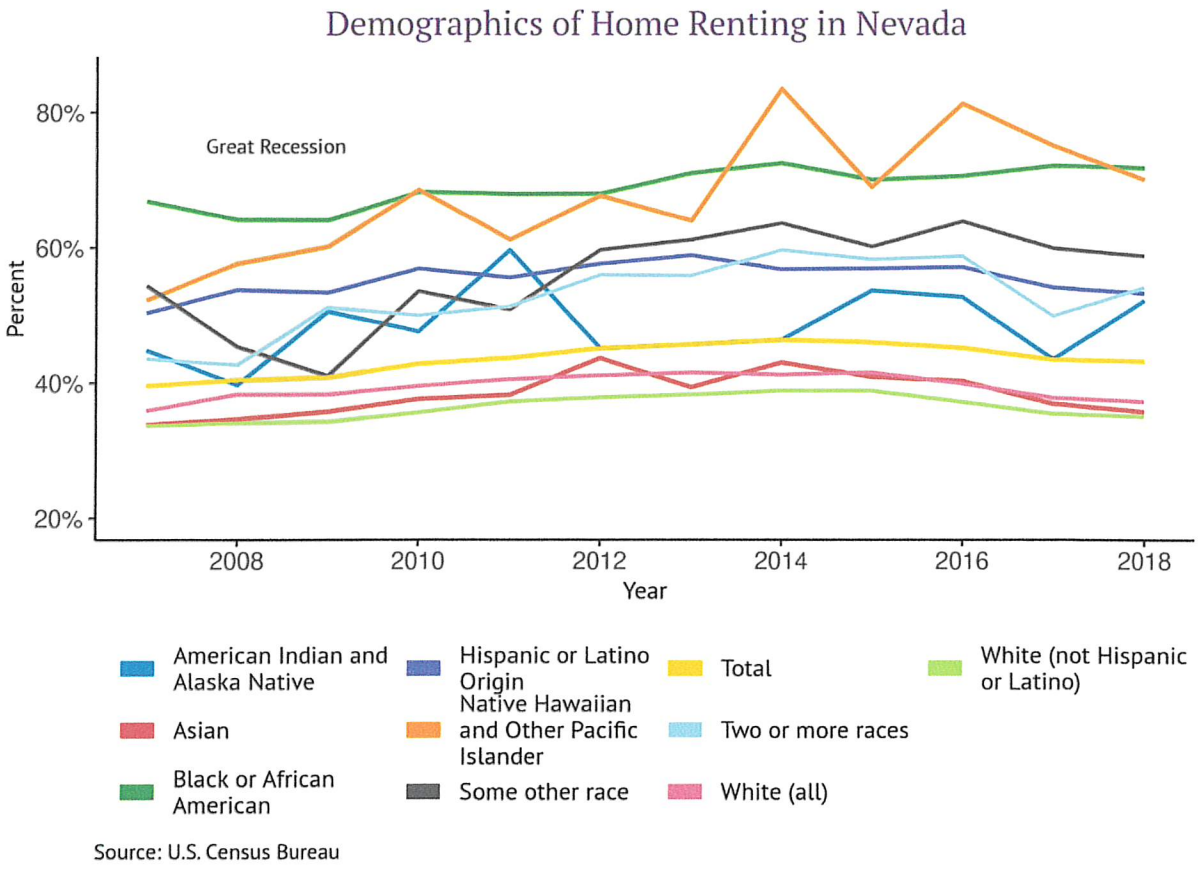
Second, many renters of colors are disproportionately cost-burdened. Across Nevada, there is a shortage of rental homes affordable and available to extremely low-income households, whose incomes are at or below the poverty guideline or 30 percent of their area median income.[c,61] As such, many of these renter households are severely cost-burdened, meaning that they spend more than half of their income on housing.

Figure 15: Up to 327,000 Nevadans Could Struggle to Pay Rent in September 2020

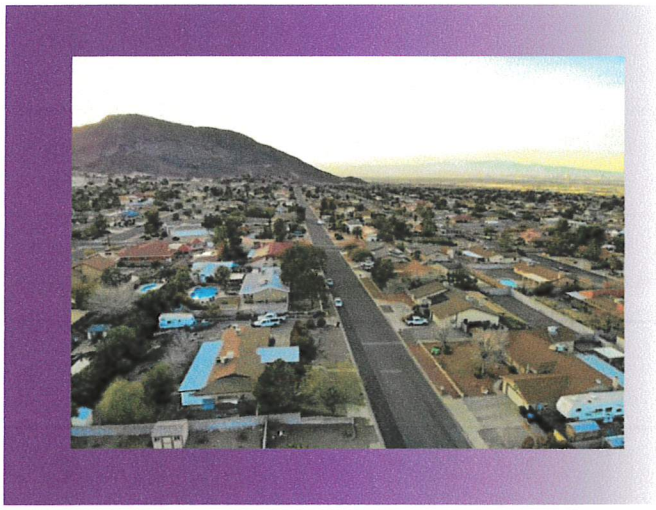


[c] In Nevada, the Area Median Income (AMI) is $72,497; the monthly rent affordable at AMI is $1,812. Source: NLIHC

Figure 16: Most African Americans and Native Hawaiians/Pacific Islanders in Nevada Rent Their Homes



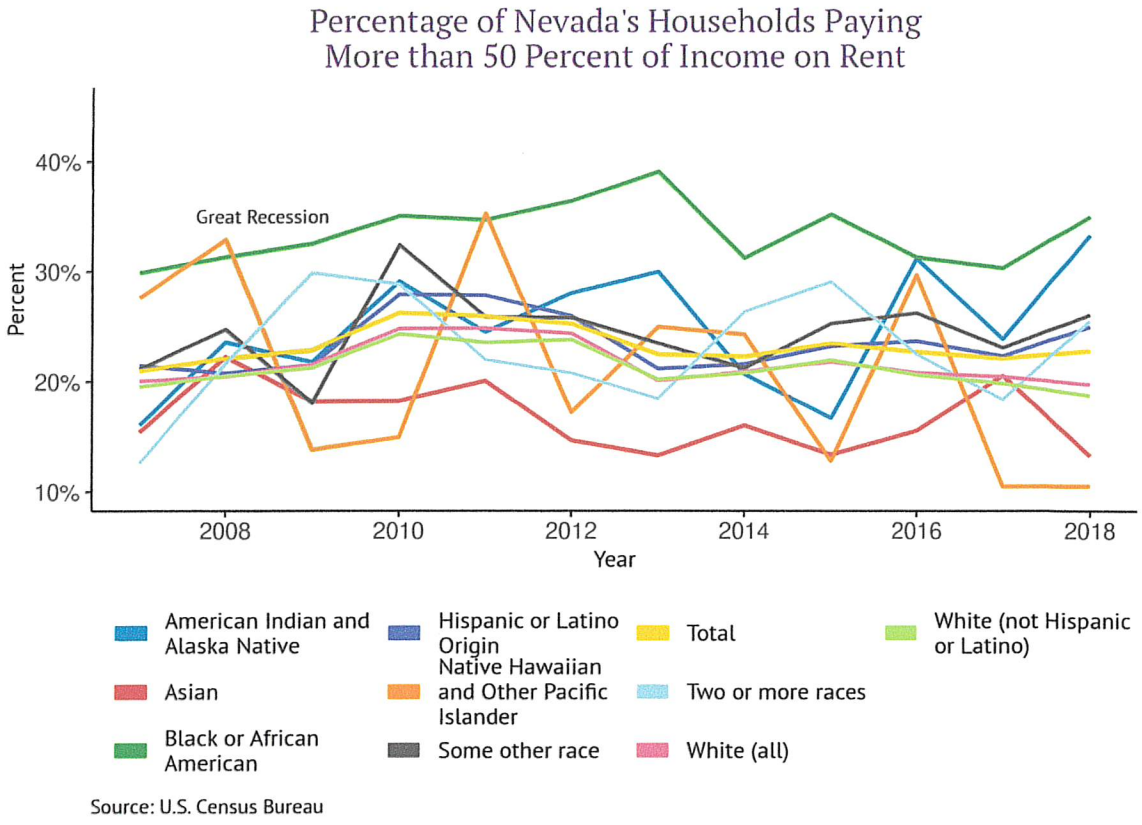
Source: U.S. Census Bureau



As Figure 17 reveals, African Americans and American Indians are severely cost-burdened and at higher rates than other racial and ethnic groups in Nevada. More than 30 percent of American Indian and African American households pay more than 50 percent of their household incomes on rent. Only one quarter of Latinos pay more than 50 percent of their household incomes on rent.

The COVID-19 pandemic places an excessive burden on families with unstable housing situations. Families of color are particularly vulnerable, especially to eviction, given that a significant number are renters. And many renter households were cost-burdened even before the onset of the pandemic, which has subsequently reduced the income of many households (through furloughs, job eliminations, etc.). This makes it even more challenging for families to color to make rent (or mortgage) payments.[62] Analysts predict that when extended benefit programs end and rent moratoria are lifted, many families of color in Nevada may find themselves at risk of eviction.[63]

Figure 17: Many People of Color in Nevada Pay More than Half of Their Incomes on Rent



Source: U.S. Census Bureau

Policy Measures to Mitigate the Impact of COVID-19 on Communities of Color

Recovery Plans Must Address Immediate Effects and Long-Term Needs

Since March 2020, the COVID-19 pandemic has resulted in extensive business closures and subsequent job losses, placing tremendous stress on both families in Nevada and the Silver State's coffers. Although this public health emergency has touched almost every aspect of the community, data presented in previous sections on the health and economic impacts reveal that communities of color have been disproportionately affected.

Members of Nevada's diverse racial and ethnic groups are bearing the brunt of the health impacts of the virus, with high rates of infection, hospitalization, and death.

While the prevalence of risk factors for COVID-19-related illness varies by race and ethnicity, health *outcomes* related to these risk factors tend to be worse among people of color. For example, heart disease is prevalent among whites and American Indians, but African Americans suffer the highest rates of cardiovascular mortality. More than 20 percent of American Indians and Latinos in Nevada lack health insurance, likely hindering their ability to seek out preventative care and appropriate treatment for chronic illnesses.[d]

Communities of color are also disproportionately affected by the economic effects of pandemic-related business shutdowns. Workers of color are overrepresented in the sectors most affected by the shutdown.[64] Members of Nevada's diverse racial and ethnic groups are more likely to rent their homes, placing them at greater risk of evictions following the gradual lift of the state eviction moratorium.

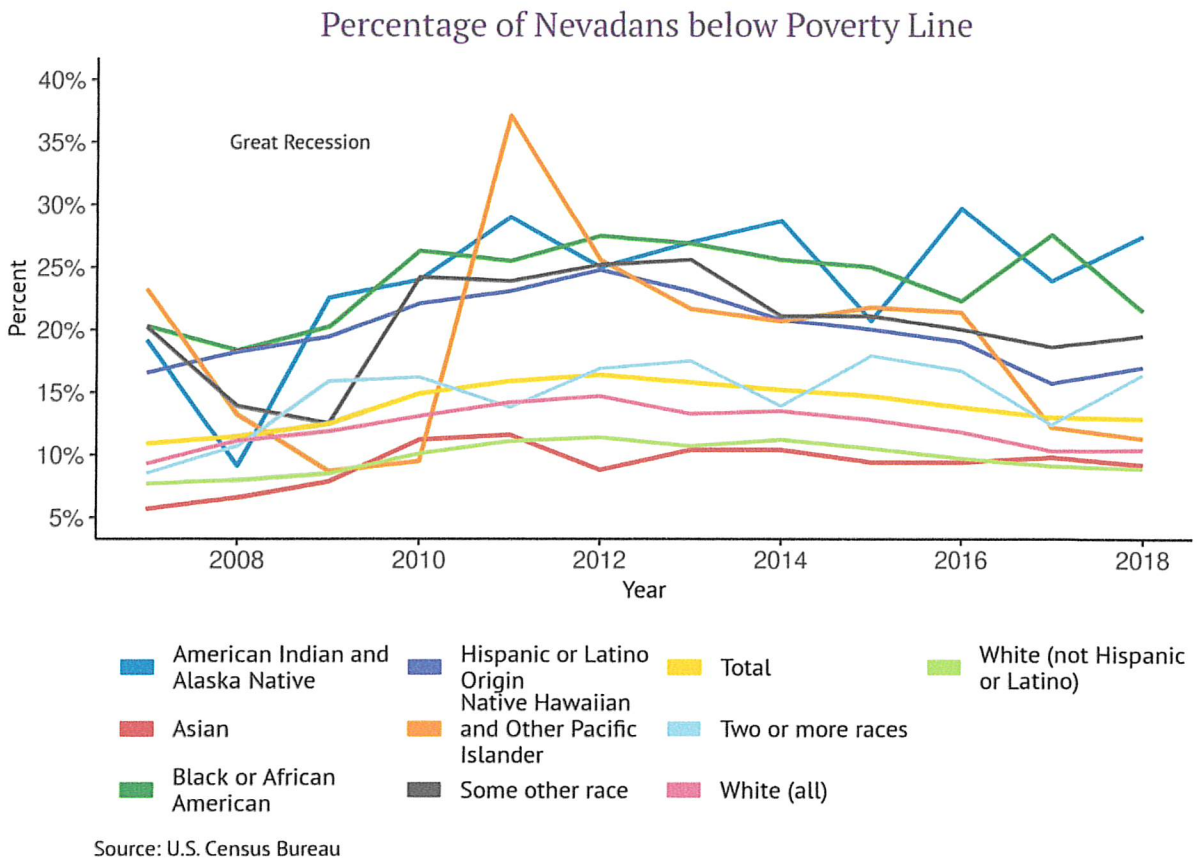
Nevada's decision makers may want to consider specific strategies and policy measures to address both the underlying conditions and direct health and economic impacts of COVID-19 on communities of color. In the absence of proactive measures taken now in the short-term, Nevada's communities of color may lose economic ground and face additional long-term social and health barriers. The evidence is compelling: historical data reveal that some communities of color in Nevada have not recovered from the Great Recession.

For example, African Americans and American Indians in Nevada have poverty rates greater than 20 percent and 25 percent, respectively, suggesting that these groups faced significant economic vulnerability even prior to the onset of the COVID-19 pandemic (see Figure 18). Poverty rates among Nevada's American Indian communities have steadily increased over the period 2007-2018 and were higher in 2018 than they were during the Great Recession. While the poverty rate among African Americans in Nevada continues to decline, it remains higher than pre-Great Recession levels. The poverty rates among individuals who identify as Two or More Races or Some Other Race were also higher in 2018 than in 2007.

For many families, the worst impacts of the 2007-2009 Great Recession were not felt until years later. Recovery plans must account for the immediate impacts and the long-term nature of the crisis and recovery and the underlying social and economic conditions that have made the pandemic so much more devastating for communities of color.

[d] Recognizing the underlying conditions and long-standing inequities in access to high-quality health care, the Nevada Legislature recently passed Senate Concurrent Resolution (SCR) 1 in the 32nd (2020) Special Session which states "that systemic racism and structures of racial discrimination constitute a public health crisis which is magnified by the disproportionately high impact of COVID-19 on communities of color and which affects the entire State of Nevada." Lawmakers pledged to "take more action to address racism in the next legislative session and calls for the equitable distribution of federal funding to communities of color 'in direct proportion to their disadvantages by individual racial category'." Source: Colton Lochhead. "Nevada lawmakers OK resolution calling racism public health crisis." Las Vegas Review-Journal. August 5, 2020. https://www.reviewjournal.com/news/politics-and-government/nevada/nevada-lawmakers-ok-resolution-calling-racism-public-health-crisis-2088956/

Figure 18: Poverty Rates Among Nevada's American Indians and African Americans Are Higher than Pre-Great Recession Levels



Source: U.S. Census Bureau

> "African Americans and American Indians in Nevada have poverty rates greater than 20 percent and 25 percent, respectively, suggesting that these groups faced significant economic vulnerability even prior to the onset of the COVID-19 pandemic."

Recommendations

Increase Support for Nevada's American Indian Communities and Improve Data Collection

Data reveal that Nevada's American Indian/Alaska Native communities are most vulnerable to the economic and health impacts of COVID-19. Nevada's indigenous communities have the highest rate of uninsured adults (22 percent) and the highest poverty rate (almost 28 percent) in the Silver State. Only 12 percent of American Indian adults in Nevada have earned a bachelor's degree. Nevada's public, private and nonprofit leaders should explore ways to expand programming and services to the state's indigenous communities, many of which remain isolated in frontier counties where infrastructure (e.g., broadband, etc.) is limited. Programs to support small businesses development and to connect young adults to work-based learning opportunities should be prioritized.

Efforts to understand and address needs and quantify the vulnerability of Nevada's American Indians/Alaska Natives are challenged by the lack of data and information available. For instance, as of the end of June 2020, American Indian COVID-19 records did not "appear to be included in the state's dashboard of confirmed cases."[65] While acknowledging issues of sovereignty and jurisdictional boundaries, tribal governments and state agencies should explore ways to collect and report data so that Nevada's American Indian/Alaska Native communities are able to access the resources they need to prevent and treat COVID-19 (and other public health emergencies).

Raise Awareness About Nevada State Health Insurance Options in Communities of Color

Even prior to the onset of COVID-19, Nevada had the seventh-highest uninsurance rate in the country, with almost 340,000 individuals without health insurance. Arguably, the number of uninsured individuals may be higher given that many individuals who lost jobs due to COVID-19 and widespread business closures also lost employer-sponsored health insurance. (As of 2018, roughly 48 percent of Nevadans had employer-sponsored health insurance). In response to this reality, Nevada Health Link, Nevada's state-based health insurance marketplace, offered a special enrollment period from March 17 through May 15, 2020, to allow uninsured people to enroll in health insurance during the pandemic.[66] Nevada Health Link offers subsidies to individuals to help offset the costs of insurance. More than six thousand Nevadans enrolled in health insurance during this special enrollment period. Nevada Health Link has also invested in additional outreach and marketing to promote the availability of Special Enrollment Periods, particularly related to the loss of employer sponsored health insurance coverage.

High rates of uninsured individuals in Nevada can also have significant economic impacts, such as medical debt for uninsured individuals and uncompensated health care costs for health care providers.[67] The federal government and some states have taken steps to mitigate these financial impacts. For example, the Coronavirus Aid, Relief, and Economic Security (CARES) Act provides funds that can offset some costs health care providers incur for treating and testing uninsured patients.[68] Nevada, for example, received "$61 million in Provider Relief Funds for 'safety net hospitals' treating Medicaid patients that represent those most in need during the coronavirus pandemic, including low-income communities and communities of color; and $241 million in direct cash payments to Medicare providers in Nevada to assist in their response to the COVID-19 pandemic."[69]

In late July, Nevada Health Link announced that it will extend the Open Enrollment Period for Plan Year 2021 from November 1 through January 15, 2021, providing individuals with an additional 30 days to enroll in a health care plan.[70] Decision makers should work with Nevada Health Link and review data to determine if additional open enrollment periods are necessary.

Create a Health Equity Response Team or Task Force to Inform COVID-19 Policies and Direct Resources to Communities of Color

Several states, including Louisiana, Michigan, New Hampshire, Ohio, and Pennsylvania, have established health equity task forces, working groups and rapid response teams in which state agencies, health care professionals, researchers, community organizations, and leaders collaborate and coordinate efforts to ensure that the specific needs of communities of color are built into the COVID-19 response and recovery plans.[71] A number of other states, including Delaware, Illinois, New Jersey and Oregon, hired an equity officer to sit within the governor's office and advise them on issues affecting communities of color. Rhode Island established an Equity Council to inform the state's reopening plan.[72,e]

Nevada should consider creating a stand-alone Health Equity Task Force or embed a COVID-19 Health Equity Subcommittee within the state's existing Nevada COVID-19 Response, Relief and Recovery Task Force. Additionally, decision makers could direct the Office of Minority Health and Equity to stand up a COVID-19 Task Force to review data, coordinate efforts, and develop plans to address the short-term and long-term needs of Nevada's communities of color and their response to COVID-19. The Governor's Office could use money from the Coronavirus Relief Fund (CRF), which was established under the CARES Act, to support additional outreach and personnel.

One alternative to creating a stand-alone Task Force would be to leverage the Nevada Office of Minority Health and Equity (NOMHE), which was created in 2005. Among the issues NOMHE may want to address are equity considerations as they relate to prescription drugs and health insurance options. Access to affordable prescription drugs is critical to effective preventative care and treatment of disease. In 2019, the Nevada Legislature created an interim legislative committee (Senate Bill 276) to conduct a study concerning the costs of prescription drugs and the impact of rebates and price reductions on prescription drug prices.[73] The committee is also exploring options for lowering the costs of prescription drugs. Recommendations will be presented at the 2021 Nevada Legislative Session. NOMHE and other health advocates (e.g., Nevada Minority Health and Equity Coalition) should review the committee's recommendations and assess how they could affect Nevada's communities of color.

Also in 2019, the Nevada Legislature funded a study (Senate Concurrent Resolution 10) to assess the "feasibility, viability and design of a public health care insurance plan that is made available to all residents of this State and that will: 1) Improve stability in the health insurance market; 2) Reduce the number of Nevadans without health insurance coverage; and 3) Increase access to affordable coverage for health care and services to all Nevadans."[74] NOMHE and others should review the study and recommendations to ensure that the health conditions and challenges faced by communities of color are addressed.

Expand Access to COVID-19 Testing and Treatment for Communities of Color

Nevada should prioritize communities of color when allocating COVID-19 testing resources and treatments (and vaccines, when available). Such efforts include addressing barriers to testing and care and employing culturally informed engagement and contact tracing approaches. Several reports have confirmed that, in the early months of public and private efforts to respond to COVID-19 in Nevada, many communities of color did not have access to testing. For example, Nevada's 27 American Indian/Alaska Native communities said they were "left behind for two crucial months" and had to "scramble[..] in silos for testing materials and protective equipment."[75]

[e] Louisiana created a COVID-19 Health Equity Task Force, which includes universities, research centers, and state agencies, and provides the medical community with best practices on treating communities of color, ensures testing availability for all communities, and is standing up a dashboard on health equity. Louisiana used CRF funds to support the Taskforce's efforts to examine causes and solutions to address the high COVID-19 mortality rate among African Americans in the state. Michigan created a 26-member Michigan Coronavirus Task Force on Racial Disparities, which seeks to decrease the risk of COVID-19 exposure for African American communities, increase access to health care providers in communities of color, and study medical bias in COVID-19 testing. The task force is also developing and improving systems to support the economic recovery and physical and mental health care for vulnerable populations. New Hampshire created the Governor's COVID-19 Equity Response Team to recommend strategies for mitigating COVID-19's disproportionate impact on communities of color. Ohio established a COVID-19 Minority Health Strike Force, which helped to increase testing in communities of color and to create a new position within the State's Department of Health dedicated to addressing the social determinants of health.

It was not until the end of April that indigenous communities were able to begin "independently testing their estimated 20,000 enrolled members on reservations throughout Nevada."[76] Local health officials have also acknowledged that "they were [not] fully prepared to curb the disease's spread when the outbreak began in March," particularly in communities of color.[77] Health officials are now attempting to address the high number of COVID-19 cases among Latinos by increasing testing sites in Latino neighborhoods and hiring more bilingual disease investigators.[78]

Additionally, many people of color are essential workers on the frontlines of the COVID-19 response, which increases their exposure to the coronavirus. As noted in Table 1, roughly 30 percent of workers in the building cleaning services industry do not have health insurance; Latinos account for about 63 percent of employment in that sector.

In recent months, Nevada has received federal assistance to support the state's response to COVID-19 public health emergency. Specifically, Nevada has received:

- $88 million in grant funding from the CDC to be used for enhanced testing and contact tracing of COVID-19 cases in Nevada
- $70 million to health care providers and community health services across Nevada
- $7.2 million in CDC funding to help Nevada's efforts to safely reopen through increased testing capacity and improved contact tracing, and
- $1 million to fund small rural hospitals working to combat the coronavirus pandemic.

Given that many members of Nevada's diverse racial and ethnic groups are employed in sectors that are deemed essential, Nevada's decision makers should leverage federal funding to ensure workplace protections and prioritize and expand access to free COVID-19 testing and treatment for essential, frontline workers. Additionally, officials should locate additional testing sites in communities of color and partner with community organizations to raise awareness about the prevention and treatment of COVID-19.

Expand Rental Assistance Support for Tenants

As reported, decision makers are anticipating a surge in evictions when the state eviction moratorium is lifted on August 31, 2020. Nevada's state leaders have made significant efforts to mitigate the potential surge by allocating millions of dollars in CARES CRF funds to provide rental assistance. In July, the Nevada Treasurer's Office and Nevada Housing Division launched a $30 million COVID-19 Statewide Rental Assistance Program for residents to "provide rental stability to thousands of Nevadans, enabling those individuals and families to avoid eviction and potential homelessness."[79]

Additionally, Clark County allocated $30 million of its CRF to its rental assistance program. However, some estimates suggest that the demand for residential rental assistance will exhaust the existing allocation of funds. For example, the National Low Income Housing Coalition has estimated that that the cost of rental assistance needed for Nevada residents over the period May-December 2020 is $550 million.[80] The Nevada Treasurer's Office is collecting real-time data, which will help inform long-term need. If needed, Nevada's decision makers should consider allocating additional CARES CRF to the state's rental assistance program.

"...decision makers are anticipating a surge in evictions when the state eviction moratorium is lifted on August 31, 2020."

Fund Short-Term Training and Educational Opportunities

Data reveal that people of color are overrepresented in several industries that have been most affected by COVID-19, thereby eliminating thousands of jobs. Others, who remain employed, are working on the frontlines of the COVID-19 response in essential industries, risking increased exposure to the coronavirus. Many of the jobs in affected and essential industries pay wages that are lower than the state average. The overrepresentation of people of color in these sectors stems, in large part, from their low levels of educational attainment. To support dislocated and vulnerable workers, decision makers in Nevada should fund and expand high-quality, short-term training and educational opportunities.

Several states have acted swiftly to provide opportunities for the thousands of dislocated workers that have been affected by the pandemic. Alabama established the Governor's Office of Education and Workforce Transformation to increase the number of credentialed workers. In Texas, one school district increased access to skills training for adult Latino learners by providing evening courses in high schools. By using high school career and technical education classrooms, equipment, and teachers, the school district was able to provide training at times and locations convenient for adult learners. Other states, including New York, Michigan and California, have funded navigator positions.

In response to the pandemic, College of Southern Nevada (CSN) is launching Workforce Response/Re-HIRE Centers, which will be located at various sites in southern Nevada, to help dislocated workers. The Centers will offer short-term training and educational opportunities, including more than 20 accelerated degree programs in high growth, high wage industries, and nine non-credit programs designed for Limited English Proficient adults. Job seekers can pursue short-term training and educational opportunities that could lead to an Associates of Arts degree.

However, the Nevada Legislature recently reduced the Nevada System of Higher Education's (NSHE) budget by $135 million in the 31st (2020) Special Session as part of a broad swath of direct spending cuts to help eliminate the $1.2 billion budget shortfall. The NSHE cuts are expected to affect CSN's implementation of its Workforce Response/Re-HIRE Centers by "limit[ing] the number of 'accelerated short-term workforce training programs in Health Professions, Information Technology, Logistics and Manufacturing, and Skill Trades (automotive, diesel tech, dental hygiene and dental assisting, veterinary nursing) being designed for long-term unemployed and displaced.'"[81]

Nevada's decision makers should prioritize and fund workforce development programs that help dislocated workers and adult learners – many of whom are people of color – upskill, earn credentials, and enroll in degree or training programs. Higher education officials should explore ways to leverage private and public sector support to fund these programs that provide short-term training and educational opportunities.

As stakeholders explore expanded training and educational opportunities, decision makers should prioritize affordability and access. Although Nevada's tuition and fees remain relatively lower than many other institutions around the country, a significant share (18 percent) of Nevada students with student loan debt have that debt in collections. The Silver State ranks 4th in the country for the percentage of students with student loan debt in collections.[82] Nevada's high student loan default rate may limit access of students and dislocated workers of color to training and educational programs.

To the issue of affordability, Nevada's lawmakers may want to consider expanding eligibility of the existing Promise Scholarship Program to include eligible adult learners who want to pursue an associate's degree or technical degree. Currently, the Nevada Promise Scholarship, which is a last-dollar scholarship, is only available to high school seniors. However, other states, such as Tennessee, have broader eligibility requirements and allow adult learners to apply. The expansion of eligibility could expand access for many people of color and help improve overall levels of educational attainment in Nevada.

Restore Funding for Health Care and Training Programs

During the 31st (2020) Special Session, the Legislature reduced health care spending by over $150 million and higher education spending by $135 million to address the budget shortfall. Given the health impacts of COVID-19 on communities of color, reductions in health care spending (and associated services and programs) could disproportionately affect Nevada's diverse communities and further challenge their access to prevention and treatment of COVID-19, as well as other illnesses.

Similarly, community colleges are the entry point for training and educational opportunities for many people of color, including workers who have been displaced following business closures and a decline in tourism. Reductions in Nevada's higher education budget could hinder the ability of community colleges to provide high-quality, accelerated training programs and educational courses that will help dislocated workers upskill and find employment in a timely manner. Additionally, higher education institutions may choose to address a decrease in state funding by raising student tuition and fees; unfortunately, this strategy would disproportionately affect students of color, many of whom experience high rates of poverty.

To address and mitigate the adverse health and economic impacts of COVID-19 on communities of color, Nevada's decision makers should explore ways to restore and prioritize state funding for critical health services and higher education programs that expand access to preventative care and treatment and support dislocated and essential workers. Decision makers could consider three ways to restore funds for critical health and education services that will assist Nevada's communities of color: increase existing sources of revenue (by increasing rates); identify new sources of revenue; or reallocate existing funds.

In short, communities of color in Nevada have been disproportionately affected by COVID-19. The health and economic impacts could challenge short-term recovery and long-term economic stability. Nevada's decision makers should identify specific strategies to assist communities of color and invest in measures to enhance their resiliency to future public health and other disasters.

About the Guinn Center

The Guinn Center is a 501(c)(3) nonprofit, nonpartisan, independent policy center that seeks to advance evidence-based policy solutions for Nevada through research, public engagement, and partnerships.
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Guinn CENTER

muscle of supporting each other through virtual spaces since we were teenagers," they added.

Recently, the World Health Organization (WHO) called for a global commitment to ramping up mental health support.

According to Dr. Tedros Adhanom Ghebreyesus, the WHO director general, "[t]he impact of the pandemic on people's mental health is already extremely concerning."

He has made it clear that the time to shift harmful mindsets and invest in concerted action to safeguard everyone's well-being is now: "A failure to take people's emotional well-being seriously will lead to long-term social and economic costs to society."

For live updates on the latest developments regarding the novel coronavirus and COVID-19, click here.

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
47a

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0387-SUP1 - SPECIAL USE PERMIT - FOR A MORTUARY OR FUNERAL CHAPEL USE

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	1
City Council Meeting	5	City Council Meeting	3

RECOMMENDATION:
The Planning Commission (5-2 vote) recommends DENIAL.
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: September 1, 2021

Agenda Item No.:
47b

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0387-SDR1 - SITE DEVELOPMENT PLAN REVIEW - FOR A PROPOSED SINGLE-STORY, 13,144 SQUARE-FOOT MORTUARY WITH WAIVERS OF PERIMETER LANDSCAPE REQUIREMENTS

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	5	Planning Commission Mtg.	1
City Council Meeting	5	City Council Meeting	3

RECOMMENDATION:
The Planning Commission (5-2 vote) recommends DENIAL.
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: September 1, 2021

Agenda Item No.:
48

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
21-0412-DIR1 - DIRECTOR'S BUSINESS - NON-PUBLIC HEARING - APPLICANT/OWNER: SC EAST LANDCO, LLC - For possible action on a Required Review of a 24-month development report as required by Section 9.01 of the Sunstone Development Agreement, generally located at the southwest corner of N Skye Canyon Drive and Moccasin Road (APNs Multiple), Ward 6 (Fiore). Staff recommends APPROVAL.

PROTESTS RECEIVED BEFORE:		**APPROVALS RECEIVED BEFORE:**	
Planning Commission Mtg.	0	Planning Commission Mtg.	0
City Council Meeting	0	City Council Meeting	0

RECOMMENDATION:
Staff recommends APPROVAL.

BACKUP DOCUMENTATION:
1. Staff Report
2. Sunstone Development Agreement 24-Month Report Detailed Review

City of Las Vegas

AGENDA MEMO - PLANNING

CITY COUNCIL MEETING DATE: SEPTEMBER 1, 2021
DEPARTMENT: PLANNING
ITEM DESCRIPTION: APPLICANT/OWNER: SE EAST LANDCO, LLC

** STAFF RECOMMENDATION(S) **

CASE NUMBER	RECOMMENDATION	REQUIRED FOR APPROVAL
21-0412-DIR1	Staff recommends APPROVAL.	

NOTICES MAILED N/A

PROTESTS 0

APPROVALS 0

** STAFF REPORT **

PROJECT DESCRIPTION

The request is for approval of a two-year development agreement report as required by Nevada Revised Statutes Chapter 278 and Section 9.01 of the Sunstone Development Agreement between SE East Landco, LLC and the City of Las Vegas.

ISSUES

- The First Amendment and Restatement of the Sunstone Development Agreement was approved by the City Council on June 19, 2019 and was subsequently recorded on August 29, 2019. The date of recordation is considered the current effective date of the agreement.
- This development report is the first to be heard before the City Council since the inception of the Sunstone master planned community.
- Out of 3,800 permissible dwelling units, 1,010 lots have been entitled, 167 lots have been mapped, and 22 building permits have been issued within the community.
- The Master Developer is currently in general compliance with the terms of the Sunstone Development Agreement, and staff recommends approval of the development report.

ANALYSIS

In 2018, the Fourth Amendment and Restatement of the Skye Canyon Development Agreement divided the community into two stand-alone and independently owned master planned communities. This action created the Sunstone master planned community, which encompasses approximately 629 areas east of the US 95 Highway. The First Amendment and Restatement of the Sunstone Development Agreement was approved by the City Council on June 19, 2019 and was subsequently recorded on August 29, 2019. The date of recordation is considered the current effective date of the agreement.

Section 9 of the development agreement requires that the Master Developer appear before the City Council to review the development within the community every 24-months from effective date. This development report is the first to be heard before the City Council since the inception of the Sunstone master planned community.

The development agreement allows a maximum of 3,800 dwelling units, with up to 1,000 of those units being allocated toward an Active Adult age restricted community. Given the permissible number of dwelling units, the maximum community density at full buildout will be 6.04 units per acre.

At this stage, development progress within the community primarily consists of the installation of infrastructure and the entitlement of residential lots. As of July 2021, there have been a total of 1,010 lots approved though tentative map, 167 lots recorded though final map, and 22 building permits issued for construction. Lots have been mapped in Phase 1 and 2 of the community, and Phase 1 of the Active Adult community. Infrastructure being constructed includes a number of village streets that are expected to be completed in the latter half of 2021, as well as sewer and flood control infrastructure in preparation of upcoming development.

Phase	Status
Phase 1	Planning/Design
Phase 2	Planning/Design
Phase 3	Planning/Design
Phase 4	Planning/Design
Active Adult Phase 1	Under Construction
Active Adult Phase 2	Planning/Design
Active Adult Phase 3	Planning/Design
Active Adult Phase 4	Planning/Design
Maximum Permitted Units	3,800
Approved (entitled) Lots	1,010
Recorded Lots	167
Building Permits Issued	22
Permitted Overall Density @ 3,800 units	6.04 units per acre

Parks Agreement

The Sunstone Parks Agreement governs the development of parks and open space within the community. The community is divided into “Park Areas” that have specific permit triggers that indicate when development of specific parks are required. As only 22 building permits have been issued, no park triggers have been reached.

Park	Park Area	Park Name	Development Trigger (permits issued)	Permits Issued	Park Status
Park 1	1	South Park	565 or issuance of the certificate of acceptance for the LVVWD Rome Water Facility	5	Trigger not reached
Park 2	2	North park	317 or issuance of the certificate of acceptance for the LVVWD Rome Water Facility	0	Trigger not reached
Park 3	3	AQ Park	500	17	Trigger not reached
Park 4	2	North Trail	300	0	Trigger not reached
Park 5	1	South Trail	300	0	Trigger not reached
Park 6	2	East Moccasin Trail	500	0	Trigger not reached
Park 7	3	West Moccasin Trail	700	0	Trigger not reached

As required by the Parks Agreement, the Master Developer has submitted a Major Modification including conceptual park plan for the Age Qualified Park, which was approved by the Planning Commission on May 12, 2020. The Master Developer has also fulfilled its obligation to contribute $250,000 towards the anticipated Northwest Regional Park.

FINDINGS

The Master Developer is in general compliance with the terms of the Sunstone Development Agreement, and staff recommends approval of the development report.

Planning and Development of the Community				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
Maximum Units Permitted	3.02(a)	Maximum of 3,800 units	22 building permits issued	In compliance
Density	3.02(c)	Maximum Overall Density of 6.04 units per acre*	22 building permits issued	In compliance
Phasing of Construction	3.04	Phase 1	Planning/Design	In compliance
		Phase 2	Planning/Design	
		Phase 3	Planning/Design	
		Phase 4	Planning/Design	
		Age Qualified Phase 1	Under Construction	
		Age Qualified Phase 2	Planning/Design	
		Age Qualified Phase 3	Planning/Design	
		Age Qualified Phase 4	Planning/Design	
Active Adult Community	3.03	Up to 1000 dwelling Units	22 building permits issued	In compliance
Required Zoning Entitlement for the Property	3.07(b)	Rezoning to Traditional Development (T-D) and an approved Traditional Development Community Program	Property rezoned through ZON-20543	Complete

*Individual builder parcel density governed by the underlying Sunstone land use designation.

Maintenance of the Community				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
Master Community HOA	4.01(a)	Creation of a Master HOA within one year of the effective date of the agreement.	Document creating Master HOA was recorded May 25, 2021	Complete

Public Facilities				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
Police Services	5.04	Designated builders to pay $218 per residential unit for a future Metro Substation to be constructed within one year from the completion of the community.	Fees have been collected on 22 residential permits.	In compliance

Open Space, Parks, Trails and Recreation Facilities (Parks Agreement)				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
Completion Schedule (Park 1)	5.E	Commence construction after the issuance of the 565th building permit in Park Area 1 or issuance of the certificate of acceptance for the LVVWD Rome Water Facility	Construction Trigger Not Reached	In compliance

Open Space, Parks, Trails and Recreation Facilities (Parks Agreement)				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
Completion Schedule (Park 2)	5.F	Commence construction after the issuance of the 317th building permit in Park Area 2 or issuance of the certificate of acceptance for the LVVWD Rome Water Facility	Construction Trigger Not Reached	In compliance
Completion Schedule (Park 3)	5.G	Commence construction after the issuance of the 500th building permit in Park Area 3.	Construction Trigger Not Reached	In compliance
Completion Schedule (Park 4)	5.H	Commence construction after the issuance of the 300th building permit in Park Area 1	Construction Trigger Not Reached	In compliance
Completion Schedule (Park 5)	5.I	Commence construction after the issuance of the 300th building permit in Park Area 2	Construction Trigger Not Reached	In compliance
Completion Schedule (Park 6)	5.J	Commence construction after the issuance of the 500th building permit in Park Area 2	Construction Trigger Not Reached	In compliance
Completion Schedule (Park 7)	5.K	Commence construction after the issuance of the 700th building permit in Park Area 3	Construction Trigger Not Reached	In compliance
Active Adult Parks	6	Submit a Major Modification with a conceptual park plan for the AQ park prior to the development of the Active Adult Community.	Major Modification approved by the Planning Commission on 05/12/20	Complete

Open Space, Parks, Trails and Recreation Facilities (Parks Agreement)				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
Park Contribution Payment	13	Master Developer to contribute $250K to the design and construction of the Northwest Regional Park within 30 days of the Effective Date	Park Contribution was provided	Complete

Project Infrastructure Improvements				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
7.04	Sanitary Sewer	Master Developer shall design and construct all sewer main facilities identified in the Master Sewer Study. The obligation shall not be delegated to or completed by any designated builder.	Sunstone Parkway (Log Cabin Drive) – Completed 05/27/21 N. Skye Canyon Park Drive – Completed 07/21/20 Sun Village Park Drive (Sky Pointe Drive) – Completed 06/10/21 Sun Park Drive (Sunbridge Pointe Way) – Completed 05/18/20 O'Hare Road – Completed 09/03/20 Iron Mountain Road & Tee Pee Lane – Completed 07/27/21	In compliance

Project Infrastructure Improvements				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
7.05(a)	Obligation to Construct Village Streets	Master Developer is obligated to, and shall design and construct all Village Streets subject to Section 7.04 (b), as indicated in the Master Traffic Study. Master Developer acknowledges and agrees that this obligation shall not be delegated to, transferred to or completed by any Designated Builder.	Several Village Streets are currently under construction with expected late 2021 completion dates.	In compliance
7.05(c)	Updates	If required by the Director of Public Works, Master Developer or a Designated Builder shall submit and receive conditional approval of an update of the Master Traffic Study or a Designated Builder site specific traffic impact analysis	Master Traffic Study approved on 02/28/2019 Master Traffic Study Update approved on 05/14/19	In compliance

Project Infrastructure Improvements				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
7.05(d)	Construction Phasing	Master Developer shall submit a phasing plan and estimated sequence for all required On-Property and Off Property street improvements as a part of the Master Traffic Study. City and Master Developer agree the phasing plan is fluid and is dictated by development. Accordingly, the phasing plan may be modified based on the proposed development in the Community.	Master Traffic Study approved on 02/28/2019	In compliance

Project Infrastructure Improvements				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
7.07	NDOT ROW	Currently, a portion of the Property east of US 95 is encumbered by a Nevada Department of Transportation ("NDOT") easement for right-of-way as depicted on the Master Land Use Plan attached as Exhibit "F" ("NDOT Easement"). The Master Developer shall not file and the City shall not accept any applications from the Master Developer for land use entitlements or mapping actions for any portion of the Property encumbered by the NDOT Easement. However, if NDOT agrees to relinquish its NDOT Easement, then that portion of the Property will be developed in accordance with the land use category shown on the Master Land Use Plan. Upon the relinquishment of the NDOT Easement on the Property, the City will accept complete applications from the Master Developer for land use entitlements or mapping actions for any portion of the Property that had been encumbered by the NDOT Easement including a vacation application for existing City of Las Vegas easements or grants associated with the NDOT frontage road	The NDOT easement was vacated and recorded with the Clark County of Recorder's Office on 01/21/21	Complete

Project Infrastructure Improvements				
Category	**Reference Section**	**Performance Requirement**	**Progress**	**Status**
7.08(d)	Regional Flood Control Facility	A regional MPU facility from Skye Village Road east across US 95, as depicted in Exhibit "P" hereof, will be constructed with a combination of public and private monies ("MPU Facility"). The Master Developer shall pay for the design of the MPU Facility as defined in the Master Drainage Study pursuant to an amendment to the Regional Flood Control District 2008 Master Plan Update.	To be constructed at a later date	In compliance
7.08(f)	Interim Facilities	Any interim or temporary drainage infrastructure constructed in Sunstone Master Planned Community must be maintained by the Master Developer in perpetuity until the interim or temporary drainage infrastructure is replaced by the ultimate condition or permanent drainage infrastructure and accepted by the City.	Interim drainage facility is under construction	In compliance

Sunstone Development Agreement
24-Month Report Detailed Review
June 17, 2021

SC East Landco, LLC (SCEL) ("Owner") confirms that to the best of its knowledge, information, and belief, it is generally in compliance with all material obligations stated within the Development Agreement for the Sunstone Master Plan Community between the Owner and the City of Las Vegas("City") recorded August 7th, 2019 and amended by a First Amendment May 11, 2021. The terms contained within those sections of the Development Agreement that are not specifically listed or addressed herein are being met and are in effect.

Section 7.01 – Conformance to Master Studies

SCEL is continuing to provide all infrastructure necessary for the development of the community as required by the master studies and the DA agreement.

Section 7.02 – Acquisition of Rights-of-Way and Easements

Parcel 126-01-502-005 has been nominated for a BLM auction. Until the parcel has been auctioned, the needed right-of-way, drainage, and public utility easements that will run through this parcel cannot record. The city is aware of the process. SCEL is still waiting for the City's directions on when these easements will be ready to use.

Section 7.03 – Water Supply

A Master Water Network Analysis dated December 2018, has been reviewed and approved by the Las Vegas Water District.

The following table shows the completion date for water improvements within the community.

Water Improvement	
Area of Improvement	**Completion Date**
Sunstone Parkway (Log Cabin Drive)	05/17/2021
N. Skye Canyon Park Drive	10/26/2020
Sun Village Park Drive (Sky Pointe Drive)	05/28/2021
Sun Park Drive (Sunbridge Pointe Way)	06/15/2021
O'Hare Road	11/06/2020
Iron Mountain Road & Tee Pee Lane	Anticipated Completion – 08/20/2021
16" Water Line with PRV	02/15/2021
36" Water Line	Anticipated Completion – 08/11/2021

21-0412
07/06/2021

Section 7.04 – Sanitary Sewer

A Master Sanitary Sewer Study has been reviewed and approved by the City of Las Vegas on January 15th, 2019. The construction of the sanitary sewer is performed concurrently with the buildout of the community shown below.

Sanitary Sewer Improvement	
Area of Improvement	**Completion Date**
Sunstone Parkway (Log Cabin Drive)	05/27/21
N. Skye Canyon Park Drive	07/21/20
Sun Village Park Drive (Sky Pointe Drive)	06/10/21
Sun Park Drive (Sunbridge Pointe Way)	05/18/21
O'Hare Road	09/03/20
Iron Mountain Road & Tee Pee Lane	Anticipated Completion – 07/27/2021

Section 7.05 – Traffic Improvements

A Master Traffic Study has been reviewed and approved by the City of Las Vegas on February 28, 2019.

Traffic Study	Approval Date
Master Traffic Study	02/28/2019
Master Traffic Study Update	05/14/2019

The following table shows the anticipated completion date of village streets. School flashers are currently under construction on O'Hare Road and Sunstone Parkway.

Street Improvement	
Area of Improvement	**Completion Date**
Sunstone Parkway (Log Cabin Drive)	Anticipated Completion – 08/20/2021
N. Skye Canyon Park Drive	Anticipated Completion – 08/27/2021
Sun Village Park Drive (Sky Pointe Drive)	Anticipated Completion – 09/24/2021
Sun Park Drive (Sunbridge Pointe Way)	Anticipated Completion – 09/20/2021
O'Hare Road	Anticipated Completion – 06/24/2021
Iron Mountain Road & Tee Pee Lane	Anticipated Completion – 11/29/2021

Section 7.07 – NDOT Right-of-Way

The NDOT vacation right-of-way on Sun Village Park Drive granted and recorded.

Portion of APNs	Approval Date
125-06-310-002, 125-06-810-002, 125-06-810-003, 125-07-610-001	01/21/2021

21-0412
07/06/2021

Section 7.08 – Flood Control

The following drainage studies have been submitted and approved.

Study / Plan	Submitted	Approved
Wastewater Master Plan Update	07/08/2019	07/15/2019
Master Drainage Study – Sunstone Update #5	12/26/2018	1/28/2019
Sunstone – Phase 1 Infrastructure		
1st Submittal	05/06/2019	06/24/2019
2nd Submittal	08/08/2019	09/05/2019
Sunstone – US-95 Drainage Study		
1st Submittal	04/29/2019	06/05/2019
2nd Submittal	10/11/2019	12/11/2019
3rd Submittal	1/2/2020	1/30/2020

The Moccasin Storm Drain flood control facility is currently under construction. The following shows the completion date for the remainder of the Storm Drain improvements within Sunstone.

Storm Drain	
Area of Improvement	**Completion Date**
Sunstone Parkway (Log Cabin Drive)	05/27/2021
N. Skye Canyon Park Drive	09/23/2020
Sun Village Park Drive (Sky Pointe Drive)	04/29/2021
Sun Park Drive (Sunbridge Pointe Way)	04/15/2021
O'Hare Road	10/06/2020
Iron Mountain Road & Tee Pee Lane	Anticipated Completion – 06/29/2021
Moccasin Storm Drain Inlet Structure (West Side of US 95)	Anticipated Completion – 09/29/2021

Section 9.01 Frequency of Reviews

This is the first 24-Month Report for Sunstone. The next report will be submitted to the City of Las Vegas in approximately the 3rd quarter of 2023. Below are the parcels planned for development within the current and following review period.

Sunstone Development Agreement – Section Nine – Review of Development						
Parcel	Developer	Net Acres	Units Built (Permitted)	Builder Planned Units	Anticipated Prior to 07/01/22	Specific Density (du/ac)
Parcel C	Woodside	20.3	0	109	0	5.37
Parcel D	Lennar	28.7	0	199	81	6.93
Parcel E	Woodside	21.5	0	162	72	7.53
Parcel F	Lennar	32.5	0	217	81	6.68
Parcel J	Lennar	29.9	0	328	0	10.97
AQ-Phase 1	Shea	31.5	8	180	90	5.71
AQ-Phase 2	Shea	42.8	0	258	85	6.03
Sunstone	SCEL	237.1	8	1596	409	6.73

21-0412
07/06/2021

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
49

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

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by Jorge Cervantes, City Manager, regarding an update on the American Rescue Plan Act of 2021 (ARPA) allocation of funds to the City - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
The City has been allocated $130.6 million from the American Rescue Plan Act of 2021 (ARPA), signed into law on March 11, 2021. Two equal distributions of the award will be made with the first $65.3 million being received in May 2021, and the second $65.3 million expected to be received one year later. This report will provide an update on the City's funding use strategy of the ARPA allocated funds received.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting – PowerPoint Presentation by Staff

AMERICAN RESCUE PLAN ACT (ARPA) FUNDING UPDATE

Jorge Cervantes, City Manager
09/01/21

Submitted at Meeting
Date: 9/1/2021 Item: 49

AMERICAN RESCUE PLAN ACT

- Rental Assistance
- FEMA (emergency food and shelter)
- Nutrition (SNAP, food supply chain, WIC)
- Healthcare (testing and vaccination, State and Local Health Department expansion, CDC)
- Education (School districts, summer enrichment programs, afterschool programs)
- Transportation (transit, airports, senior and disabled mobility)
- Small Businesses (paycheck protection program, restaurants and bars, shuttered venue operator grants)

STATE AND LOCAL FISCAL RECOVERY FUNDS

U.S. Department Of The Treasury Statutory Eligible Uses:

1. To respond to the COVID-19 public health emergency or its negative economic impacts;
2. To respond to workers performing essential work during the COVID-19 public health emergency;
3. For the provision of government services, to the extent of the reduction in revenue of such recipient due to the COVID-19 public health emergency, relative to revenue collected in the most recent full fiscal year prior to the emergency; and
4. To make necessary investment in water, sewer, or broadband infrastructure.

COMMUNITY INPUT

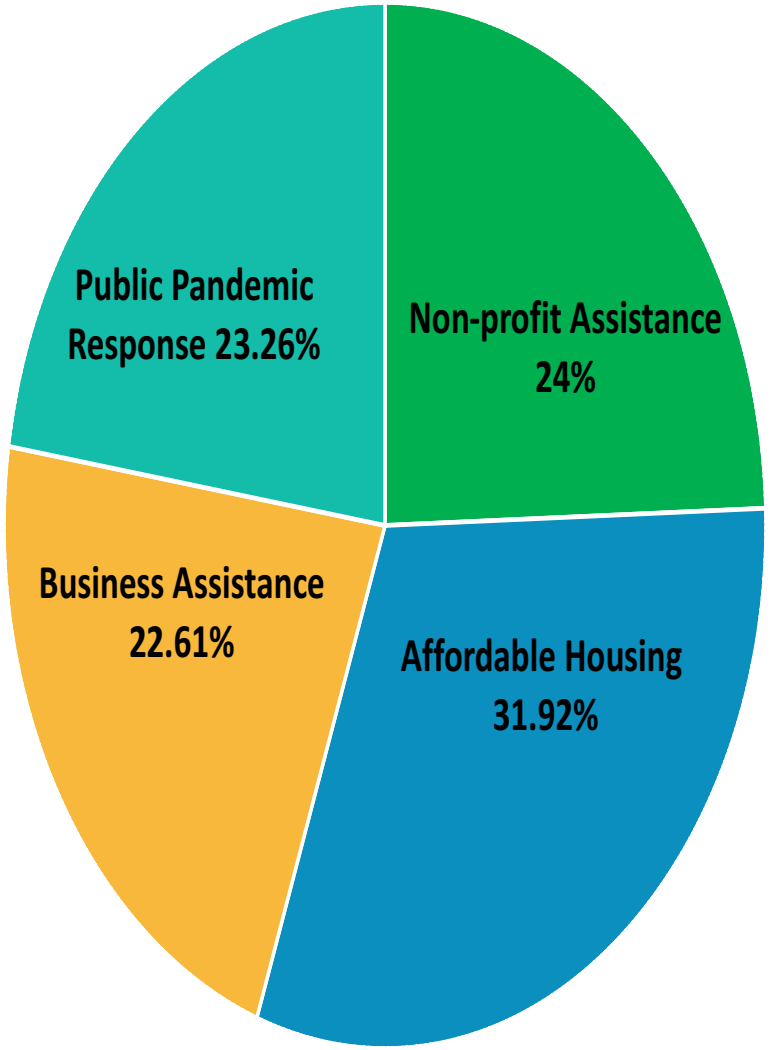
- Meetings with community and non-profit partners
- Attending and monitoring regional town hall meeting
- Citizen Survey

TOWN HALL MEETINGS

- Affordable Housing
- Public Healthcare
- Workforce Development
- Broadband and Connectivity
- Start-up Businesses

COMMUNITY SURVEY RESULT

Q1: What programs should be the most important?



Focus Areas:

Non-profit Assistance Affordable Housing Business Assistance Public Pandemic Response

COMMUNITY SURVEY RESULTS

Online Survey Results: Respondents ranked the most important for the City to invest ARPA funds for the four focused areas, ranking the top three programs or services as being "*very important*".

Affordable Housing

Rank	Program or Service	City Respondents
1	Convert city-owned land to affordable housing	45.00%
2	Acquisition/rehab of existing apartment buildings	39.84%
3	Build small homes village pilot	31.63%

Non-Profit Assistance

Rank	Program or Service	City Respondents
1	Mental health assistance for those suffering depression due to the pandemic	50.50%
2	Summer school programs for low income students that fell behind due to remote learning challenges	47.91%
3	Bridge housing for the homeless	47.11%

COMMUNITY SURVEY RESULTS

Online Survey Results: Respondents ranked the most important for the City to invest ARPA funds for the four focused areas, ranking the top three programs or services as being *"very important"*.

Public Assistance

Rank	Program or Service	City Respondents
1	Construct a long-term mental health facility with wrap around services, job training, and communal and standalone housing	55.02%
2	Regional partnership to repurpose state land to multiple uses such as one-stop-shop services to help get the homeless off the streets, affordable housing and work development training	44.04%
3	Restore critical city services reduced during the pandemic	41.33%

Business Assistance

Rank	Program or Service	City Respondents
1	Grants for businesses (not included in other assistance programs) that have been impacted most by the rise in online transactions	34.13%
2	Expansion of the Downtown Loop free shuttle to support more local businesses	21.91%
3	Marketing campaign to support the reopening of local businesses	21.20%

FOCUS AREAS:

1. Non-Profit Organizations Assistance

2. Affordable Housing

3. Business Assistance

4. Public Pandemic Response

FUNDING REQUESTS

Pre-application submittals portal opened between July 26th – August 13th.

581 request received totaling over $2.2 billion

Available funding:

- Fiscal Year 22 - $65 million
- Fiscal Year 23 - $65 million

Total = $130 million

Money must be spent by December 31, 2024

ARPA PRE-SCREENING CRITERIA

American Rescue Plan Funding Pre-Screening Criteria

	Coronavirus Impact	Treasury Statutory Eligible Use				Focus Areas			
	Nexus to pandemic	Respond to the public health emergency and economic impacts	Premium pay to essential workers	Replacement of revenue loss for government services	Investment in water, sewer and broadband infrastructure	Non-profit partners responding to pandemic	Affordable housing	Business Assistance	Public pandemic response
Applicant 1									
Applicant 2									
Applicant 3									

Expenditure Categories (U.S. Treasury Compliance and Reporting Guidance)

EVALUATION PROCESS TIMELINE

1. Address immediate needs and move forward separately.
2. Identify those needs that could best be served through regional collaboration.

REQUIRED REPORTS

Recovery Plan Report – High level outline of the intended use of funds and benefits to the community (due August 31, 2021 and annually thereafter).

Project Expenditure Report – Report on projects funded, expenditures, and contracts and sub-awards over $50,000 (Due August 31, 2021 and quarterly thereafter).

NEXT STEPS

Continue to filter out pre-applications to identify those that meet U.S. Treasury and Focus Area criteria, and are aligned with the City Council priorities.

Request additional information from those that move forward for further consideration.

Council approval of the allocation of ARP funding to outside parties.

Questions?

AGENDA SUMMARY PAGE
City Council
Meeting of: September 1, 2021

Agenda Item No.:
50

DEPARTMENT: Planning **DISCUSSION**
DIRECTOR: Seth Floyd

SUBJECT:
REPORTS AND PRESENTATIONS:

Report by Seth T. Floyd, Director of Community Development, regarding an overview of operations and accomplishments for FY 2021 and a look forward to FY 2022 - All Wards

FISCAL IMPACT:
None

PURPOSE/BACKGROUND:
This report will highlight the ongoing operations of the Department of Planning and give an overview of current plans for Fiscal Year 2022 within the department.

RECOMMENDATION:
Report only; no action required.

BACKUP DOCUMENTATION:
1. Submitted at Meeting – PowerPoint Presentation by Staff

WELCOME TO LAS VEGAS

Submitted at Meeting
Date: 9/1/2021 Item: 50

Department of Planning Overview September 1, 2021

History of Planning in Las Vegas

We Love Acronyms!

- UDC
- FBC
- GPA
- SDR
- ZON
- SUP
- VAR
- BLM
- TMP
- RTC
- HPC
- SNPLMA
- PC
- CC
- SNRPC

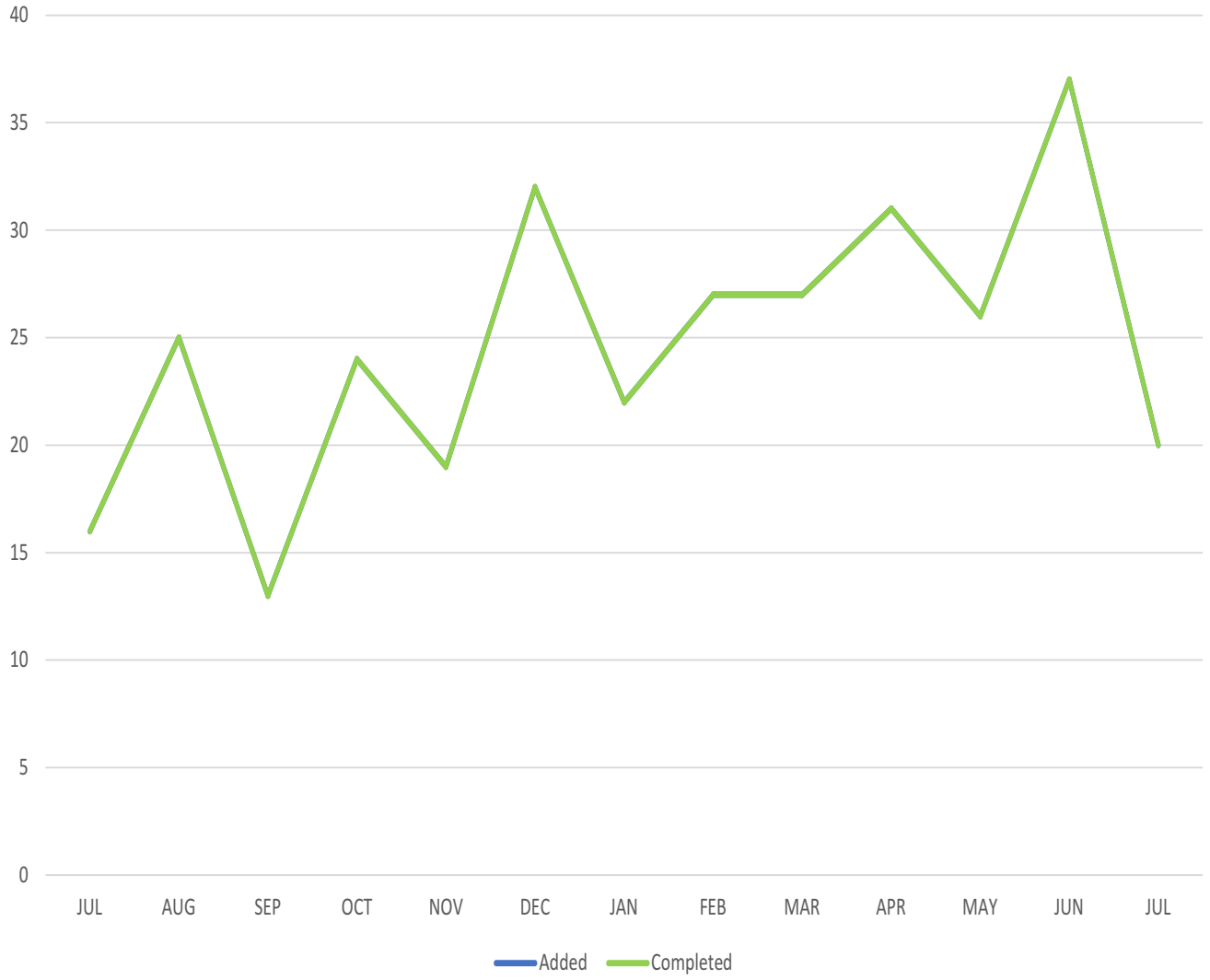
What is Planning?

- **Planning**
  - Public Planning
  - Case Planning
  - Long Range
  - Historic Preservation
- **Business Licensing**
  - Compliance
  - Administration
  - Audit
- **Code Enforcement**

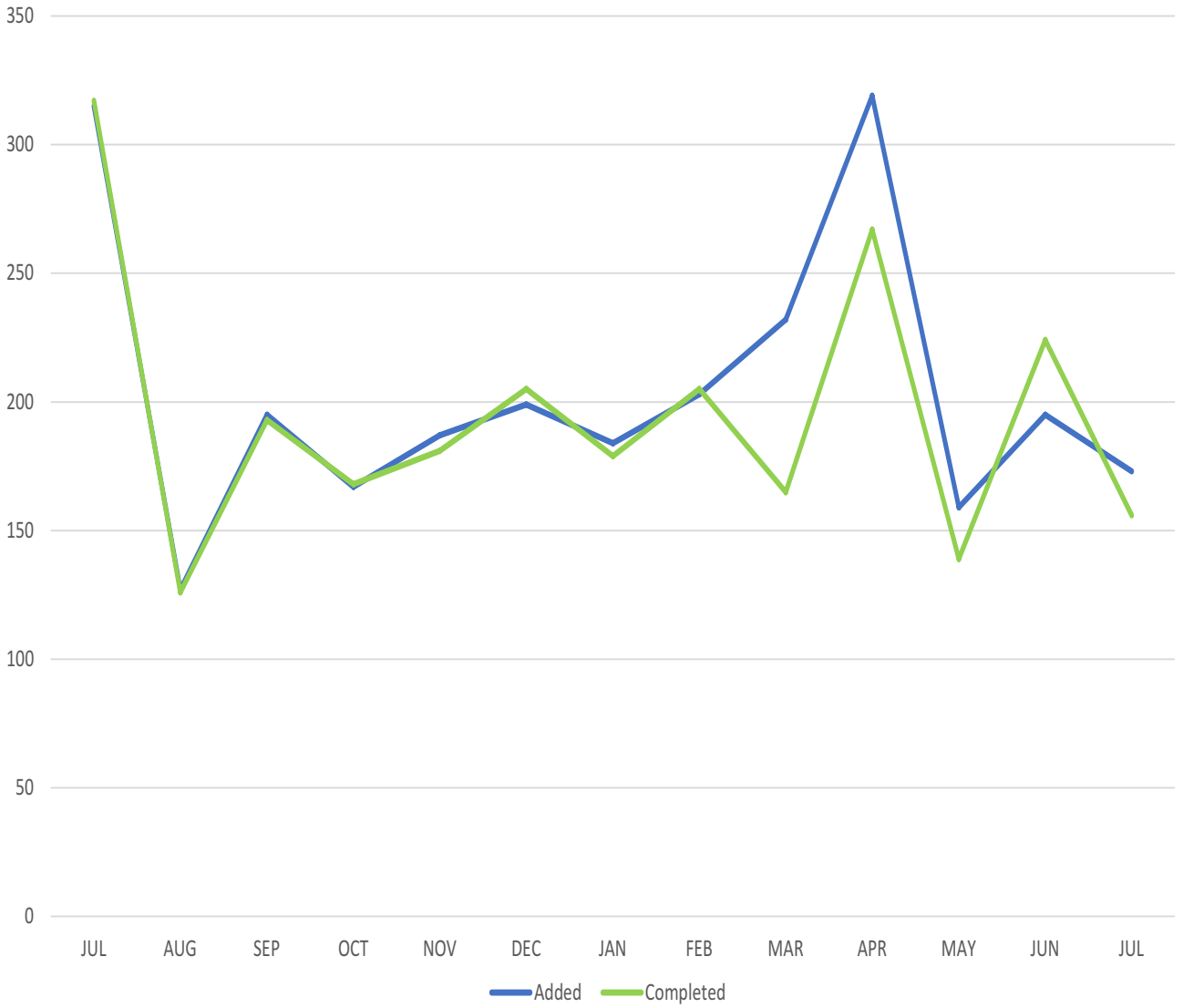
Public Planning

Total Building Permit Reviews

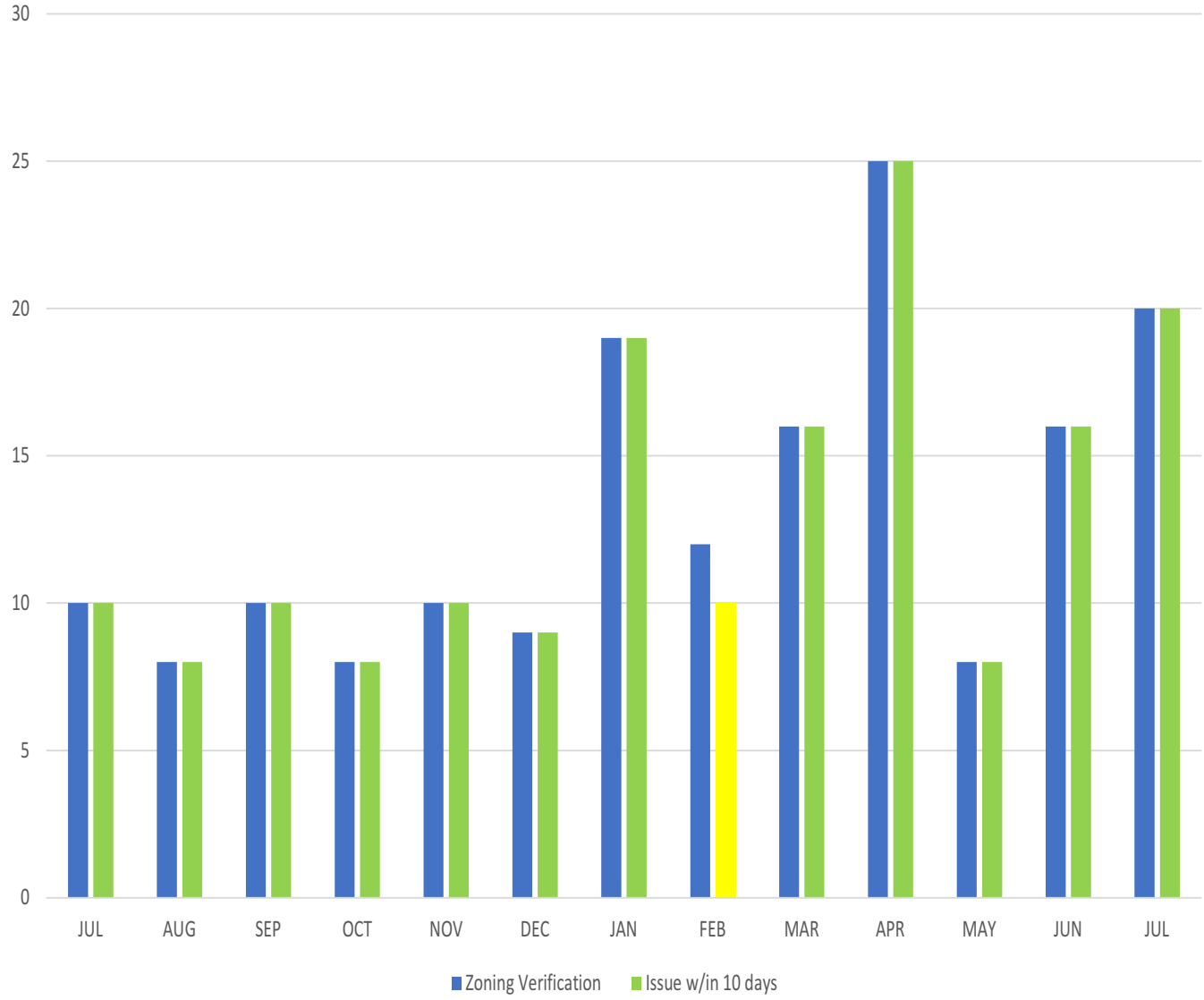
Total Maps Reviews



Total SFD Tract Permit Reviews

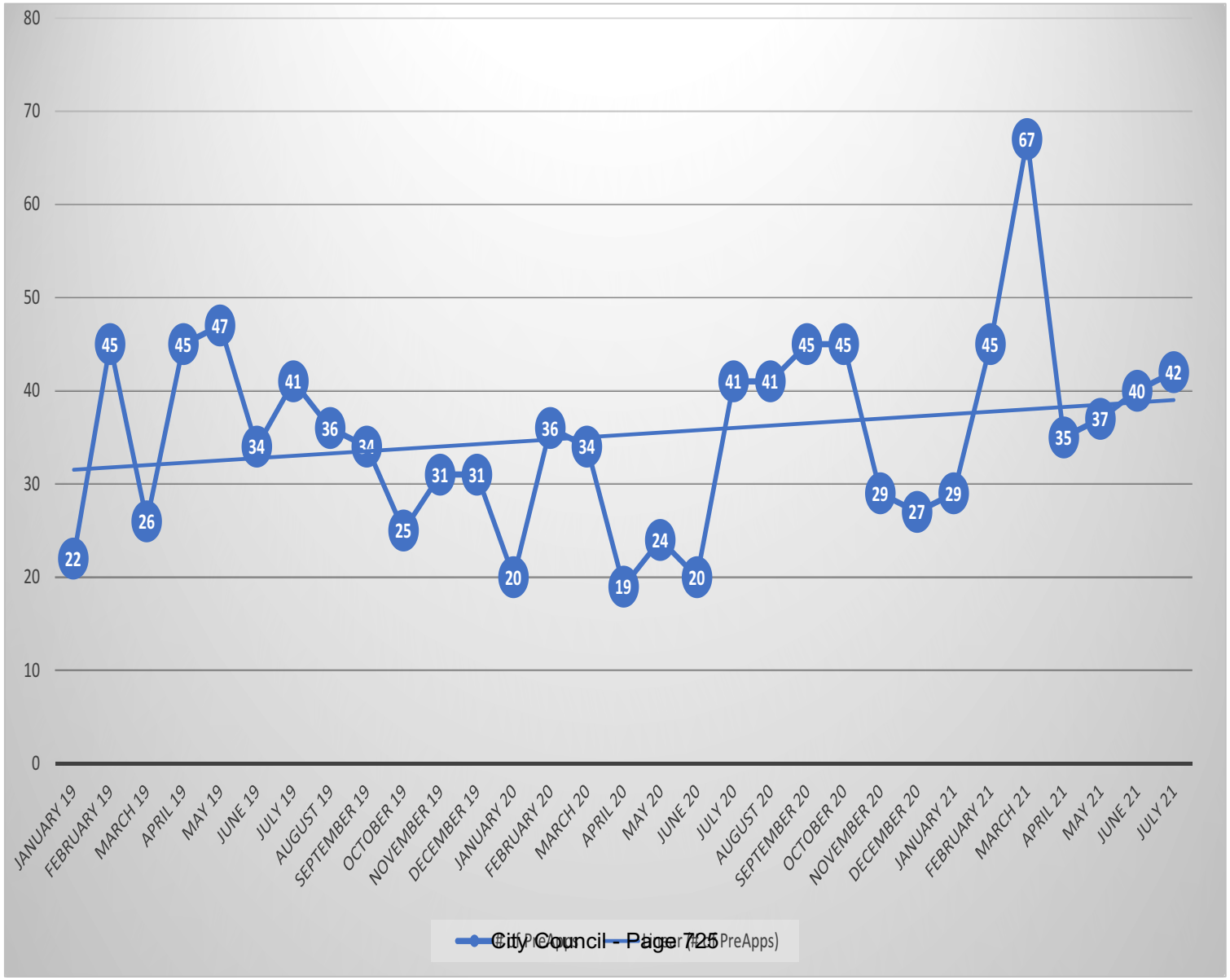


Zoning Verification Letters Issued

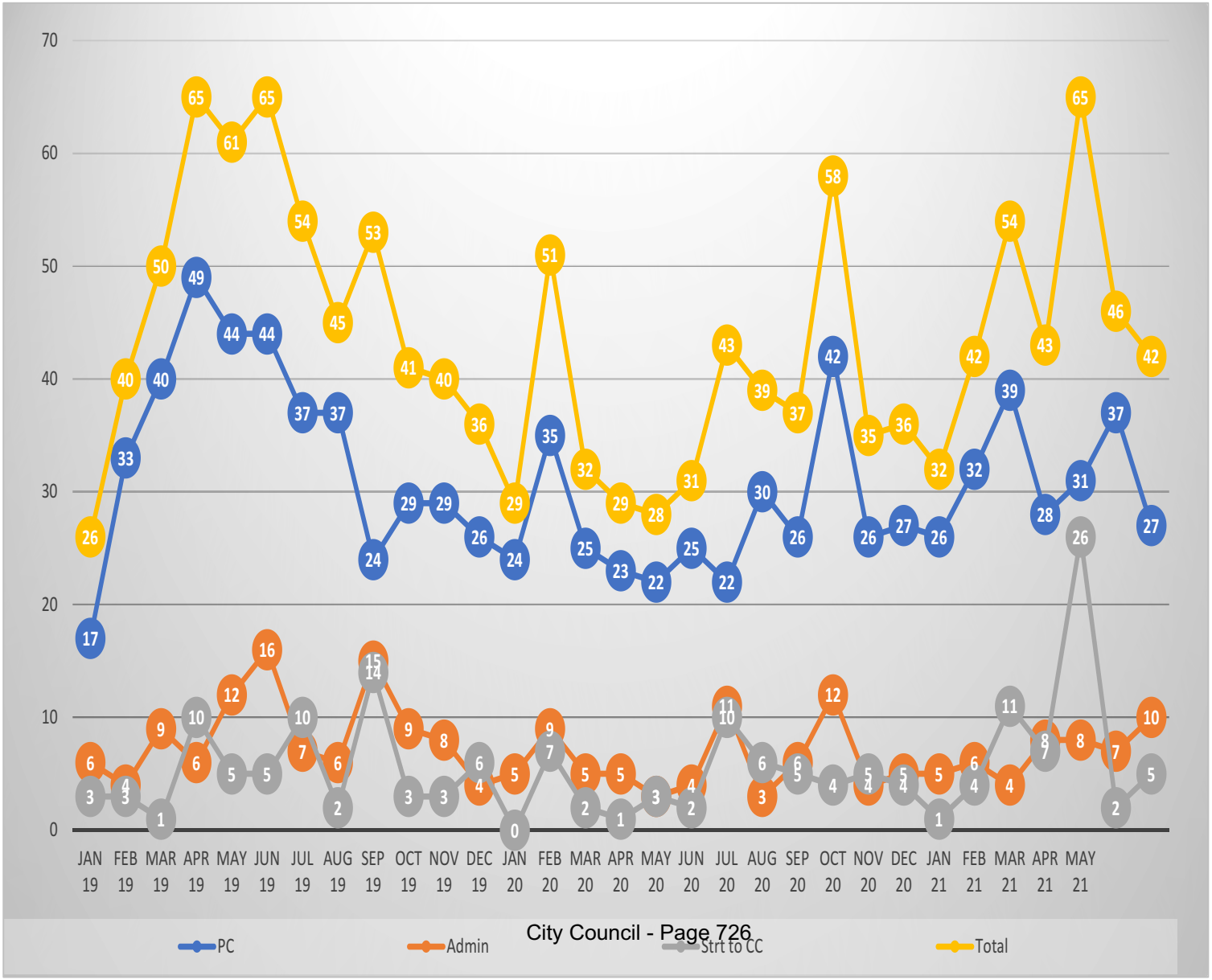


Case Planning

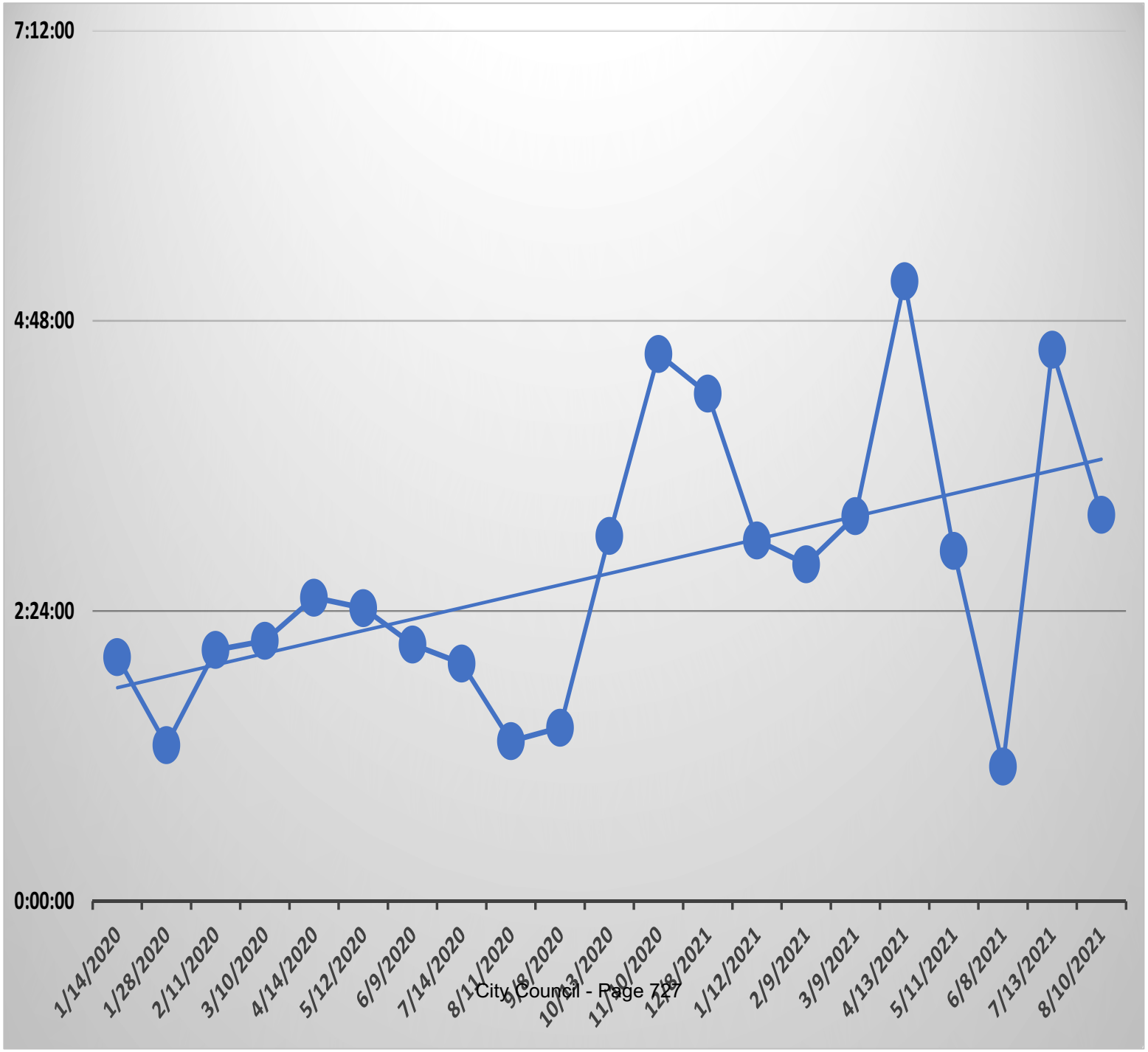
Number of Preapplication Requests



Number of Application Submissions



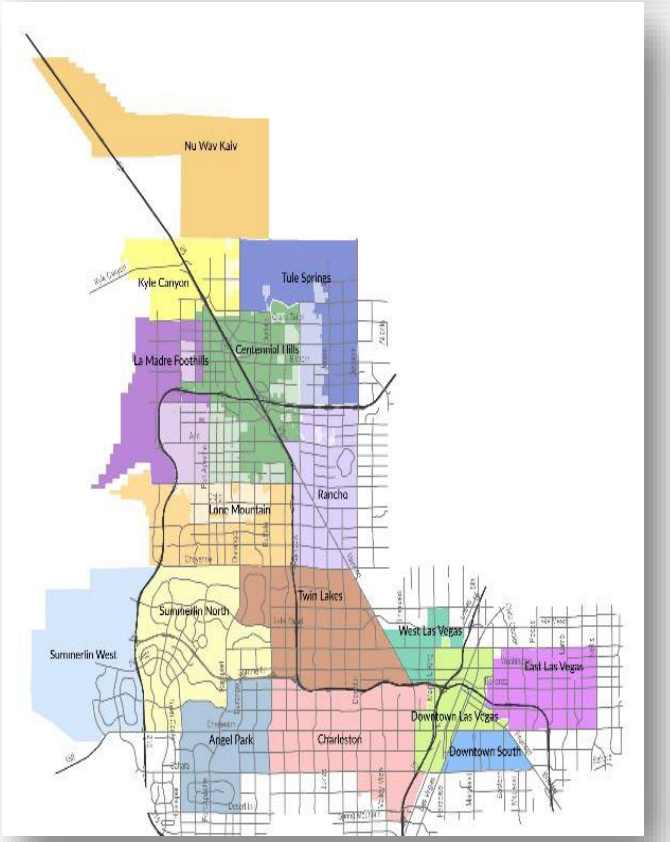
Planning Commission Length



Long Range Planning

2050 Master Plan

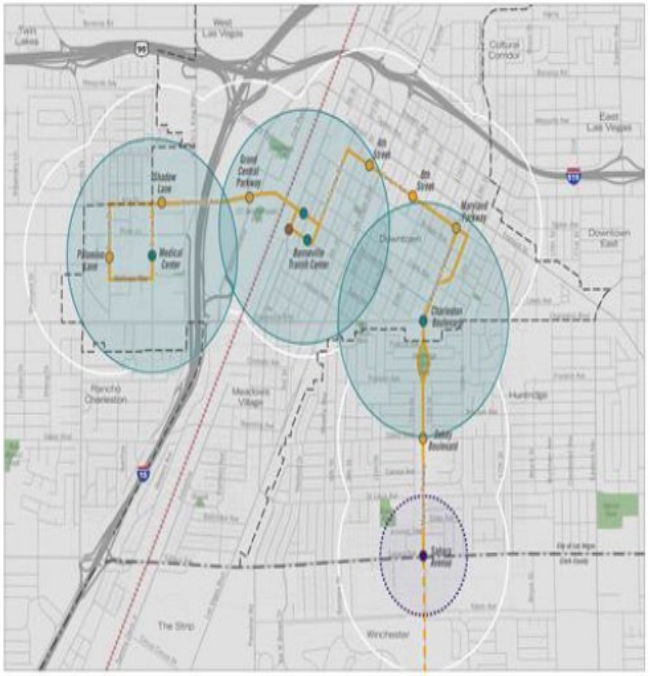
- **Approval of 21-0029-GPA1 (NRS 278.150)**
  - —Adopted the 2050 Master Plan / Repeal of 2020 Plan
  - —General Plan changed for subject properties
  - —Designates "Areas of the City"
  - —Implementation (Chapter 5)
  - —Annual implementation reports
  - —Development of dashboard
- **Ordinance (NRS 278.220 / NRS 278.230)**
  - —City Council – July 2021
- **Zoning**
  - —2021-2022
- **Imagine LV Parks**
  - —Ongoing / through 2021

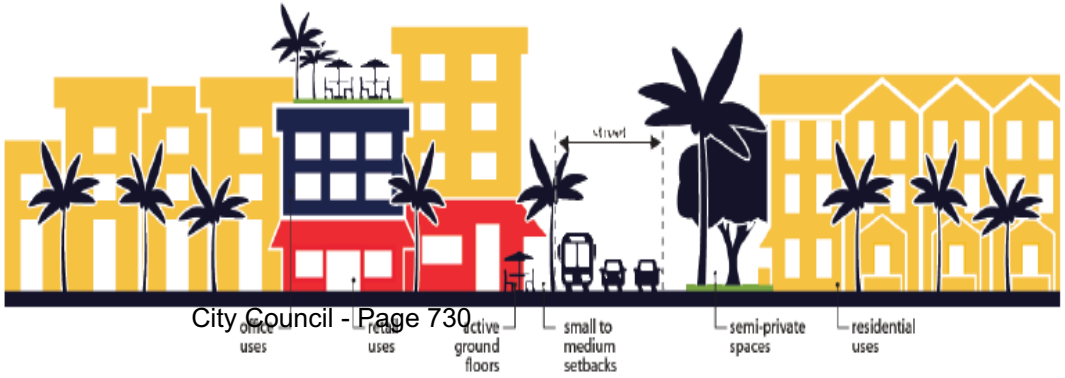


Maryland Pkwy TOD plan

FTA grant collaboration with RTC and Clark County on the Maryland Pkwy corridor (Fall 2021 adoption)

- Market readiness assessment
- Workforce housing plan
- Focus area plans (Charleston, Medical District)
- Transit project connecting Medical District, UNLV, Airport
- Enables 2050 plan implementation and FBC rezoning



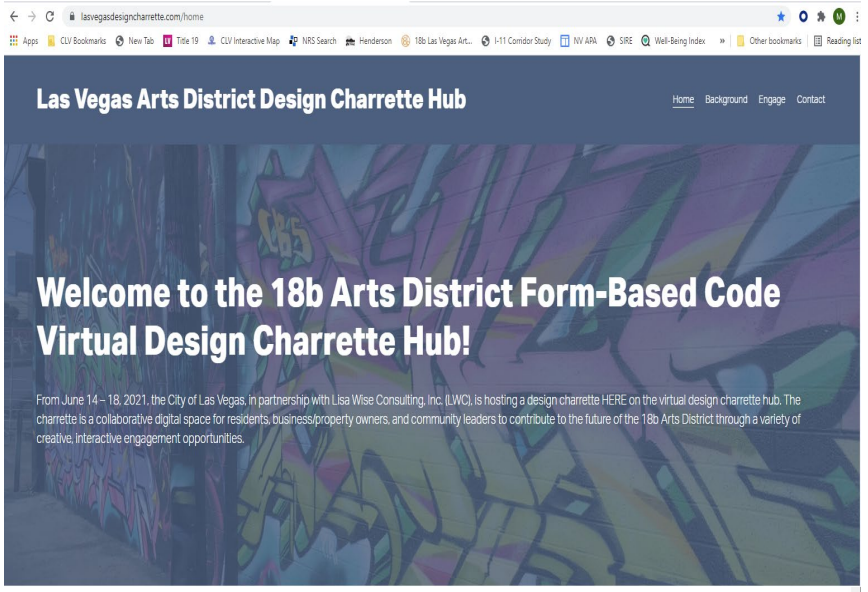


HUNDRED Plan: Historic Westside District

- **HUNDRED Plan in Action:**
  - Strategic implementation of key catalytic projects
  - Rezoning for Historic Westside completed
  - Continue with Public Works, Parks and Recreation, YDSI, OCS, and EUD on coordination of overlapping projects

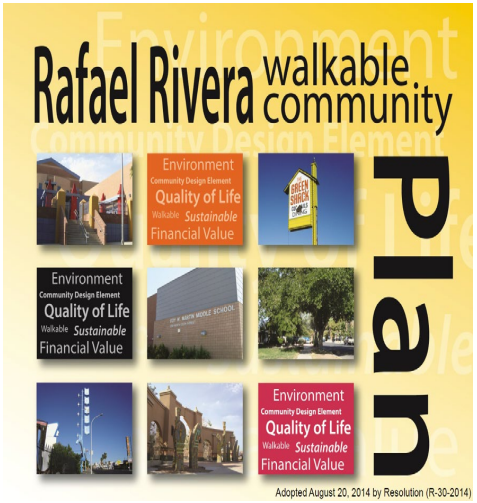
18b Las Vegas Arts District: Form-Based Code Community Outreach

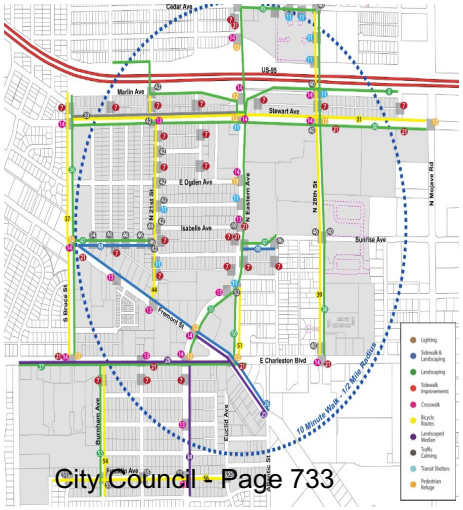
- 2-Day Virtual Design Studio
  - Online charrette hub created
  - Four sessions, completed June 14th and 16th
- In-Person Focus Groups
  - 4 sessions, completed July 14th
- Stakeholder Interviews
  - Ongoing through the public review draft development stage

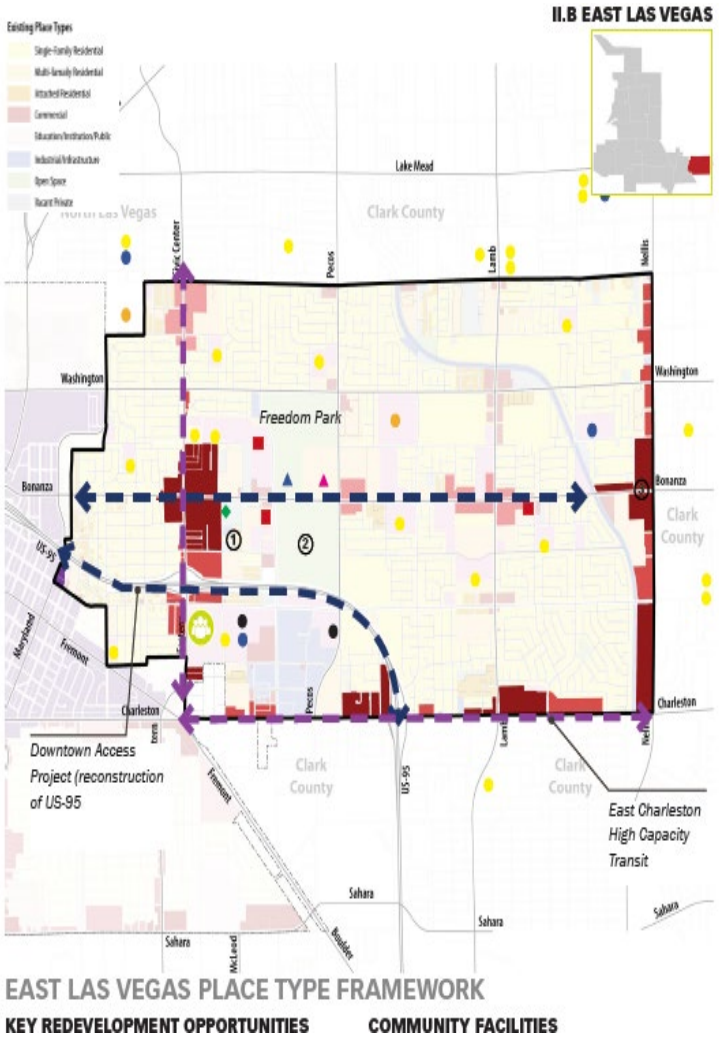


East Las Vegas – Rafael Rivera Area Plan:

- **Walkable Community Plan:**
  - Prioritizing catalytic projects with Public Works, Parks and Recreation, YDSI, OCS, and EUD
  - Continue to identify and nurture community partnerships







Historic Preservation

The City of Las Vegas: The 1930s

- Part III of the documentary film series, "The City of Las Vegas" premiered on May 15th as an in-person event at the Art Houz Theater.
- Part III highlighted the decade of the 1930s, which featured how the Hoover Dam, gambling, weddings, divorces and more helped shape the city.

Viewership

- Part I of the documentary was released May 15, 2019, and focused on the founding and first 20 years of the community and has more than 4 million views
- Part II was released May 15, 2020, and focused on the 1920s and has more than 700,000 views
- Part III already has more than 200,000 views
- Part IV is currently in production and will be followed by Part V
- Each film has been produced by Boyd Productions, LLC with funding from the Commission for the Las Vegas Centennial

Business Licensing

Streamlining Processes and Ordinances

Part of the department's ongoing efforts are to streamline processes, while still maintaining the necessary tools in place to maintain public safety and the well being of businesses, residents, and tourist at large. We continue to look at processes and city ordinances to allow more flexibility and options to our business communities.

Streamlining Processes

- Checklists have been consolidated and reduced requirements by 50% or more.
- Online submittal for privileged (regulated) applications are in-process.
- Reducing the number of management reviews while maintaining all the necessary checks and balances to approve a business license.

Nightclub Ordinance Re-write

1. Re-defined the nightclub definition to a more true nightclub activity and
2. Created a new license category: General Entertainment Establishment
    1. Which is used for establishments that have live entertainment, such as comedy shows, concerts, or other types of similar live entertainment.
3. The new definitions exempt businesses from having both types of licenses
4. Under the previous definitions almost all live entertainment fell under the nightclub activity.

Liquor Ordinance Re-write

At the beginning of 2020, the City hired a consultant to look at national trends and processes and to take a holistic approach in streamlining the current city liquor code while encouraging creativity, flexibility, and growth for both new and existing businesses. This would be primarily accomplished by:

1. Reducing the number of liquor licenses required for mixed business models.
2. Streamlining the licensing approval and suitability processes.

By the end of the calendar year, we will have had workshops with the industry, drafted a new ordinance, completed the business impact solicitation, and introduced a new liquor ordinance for Council's review and approval.

Outreach and Education

A specialized Small Business Task Force has been put in place to help streamline efforts available across city departments and to help bring focused resources to assist businesses, encourage growth and development. In addition, business licensing is working on:

- Business Outreach Workshops in the community
- Collect feedback from recently licensed businesses and those going through the process to provide an understanding of what they face and making changes on our processes to simplify where we can

Ambassador Program ends

May 21, 2021 the 10 month long Ambassador Program ends.

Over the 10 months that it was operational Ambassador's and Compliance Officer together performed:

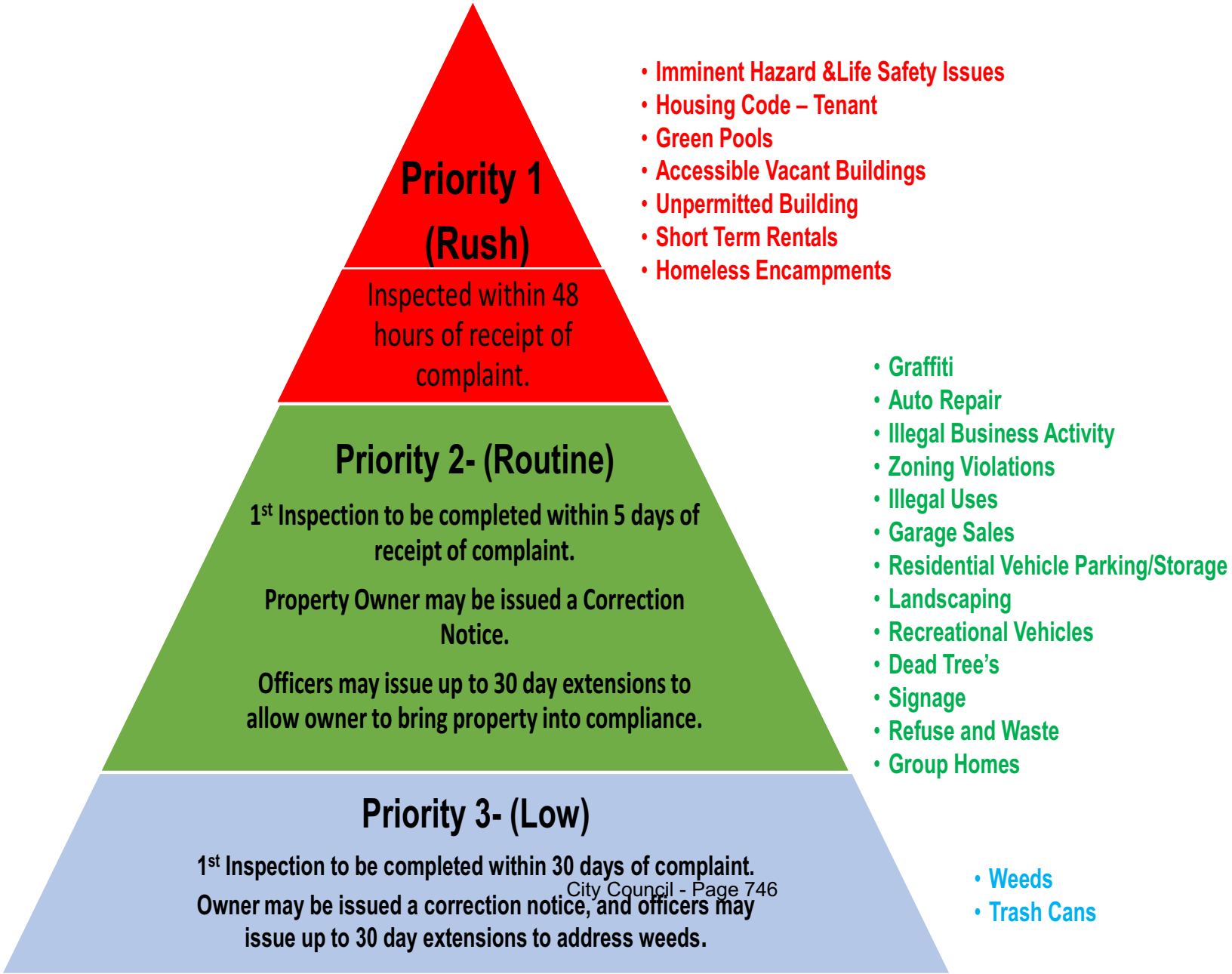
- 103,031 Observations
- Responded to 5,704 complaints
- Issued
  - 611 courtesy notices
  - 811 correction notices

Business Licensing Stats

From April 7, 2021, business licensing has:

- Licensed 1,776 New businesses
- Serviced 1,010 Customer in our QLess system
- Average wait time to be called 2m 21sec.
- Answered 824 emails
- Answered 5,037 phone calls
- Conducted 138 audits
- Conducted 1,947 Inspections on businesses
- Issued 2 citations

Code Enforcement


Priority 1
(Rush)
Inspected within 48 hours of receipt of complaint.
Priority 2- (Routine)
1st Inspection to be completed within 5 days of receipt of complaint.
Property Owner may be issued a Correction Notice.
Officers may issue up to 30 day extensions to allow owner to bring property into compliance.
Priority 3- (Low)
1st Inspection to be completed within 30 days of complaint.
Owner may be issued a correction notice, and officers may issue up to 30 day extensions to address weeds.
• Imminent Hazard &Life Safety Issues
• Housing Code – Tenant
• Green Pools
• Accessible Vacant Buildings
• Unpermitted Building
• Short Term Rentals
• Homeless Encampments
• Graffiti
• Auto Repair
• Illegal Business Activity
• Zoning Violations
• Illegal Uses
• Garage Sales
• Residential Vehicle Parking/Storage
• Landscaping
• Recreational Vehicles
• Dead Tree's
• Signage
• Refuse and Waste
• Group Homes
• Weeds
• Trash Cans

FY 21 Overview and Highlights

- Overview
  - FY21 – 5,553 cases opened, 17848 inspections
  - Annual average since 2010 – 10,198 cases opened, 27,437 inspections
- Highlights
  - Multi-Family Residential Inspection Program (MFRIP)
  - Neighborhood Beautification Program
  - Fee Waiver Program
  - Nuisance structure demolition/abatement

Questions/Comments?

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
51

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: September 1, 2021

Agenda Item No.:
52

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 – Photos by Daniel Braisted

Submitted at City Council

Date 9/1/21 Item 52

By: DANIEL BRAISTED

FOR SALE
±3.5 ACRES
PRIVATE PROPERTY
NO TRESPASSING
UNION PACIFIC RAILROAD
702.358.0000

AGENDA SUMMARY PAGE

City Council
Meeting of: September 1, 2021

Agenda Item No.:
53

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: September 1, 2021

Agenda Item No.:
54

DEPARTMENT: City Clerk
DIRECTOR: LuAnn Holmes

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

BACKUP DOCUMENTATION:
1. Submitted at Meeting – Flyers for Ward 2, Korean Independence Day Celebration, Passing of Hae Un Lee, Animal Foundation Pet Adoptions, Small Business Saturdays, Movie in the Park, Breakfast Buzz and Ward 2 Biz, Art in the Park, and Social Media Contact Information by Councilwoman Seaman; Flyers for Ward 3, Rental Assistance for Las Vegas Residents, COVID-19 Testing at East Las Vegas Community Center, Clark County School District Town Hall at Desert Pines High School, Health and Wellness Fair at Rancho High School, Vegas Tech Alley Meetup at Stinko's, COVID-19 Vaccination Event at the Immigrant Home Foundation, Popovich: Road to Hollywood Premiere at Art Houz Theatre, Fruits of Our Labor Exhibit at the Historic Fifth Street School, Historic Heritage Month Celebrations, Hispanic Heritage Month and NEA Big Read Kickoff and Ward 3 Social Media Contact Information by Councilwoman Diaz; Flyers for September Brews with Brian and Social Media Contact Information by Councilman Knudsen; Flyers for Movie in the Park, Northwest Area Command First Tuesday, Las Vegas Ten-3 Club Memorial for the Victims of 9-11, Remembering Hae Un Lee, Nevada Child Seekers Missing Juvenile Bulletins, Corridor of Hope Homeless Success Stories and Social Media Contact Information by Councilwoman Fiore; Flyers for Movie in the Park and Las Vegas Ten-13 Club Memorial for the Victims of 9-11 by Councilman Anthony

City of Las Vegas
Councilwoman
Victoria Seaman
Ward 2
September, 2021

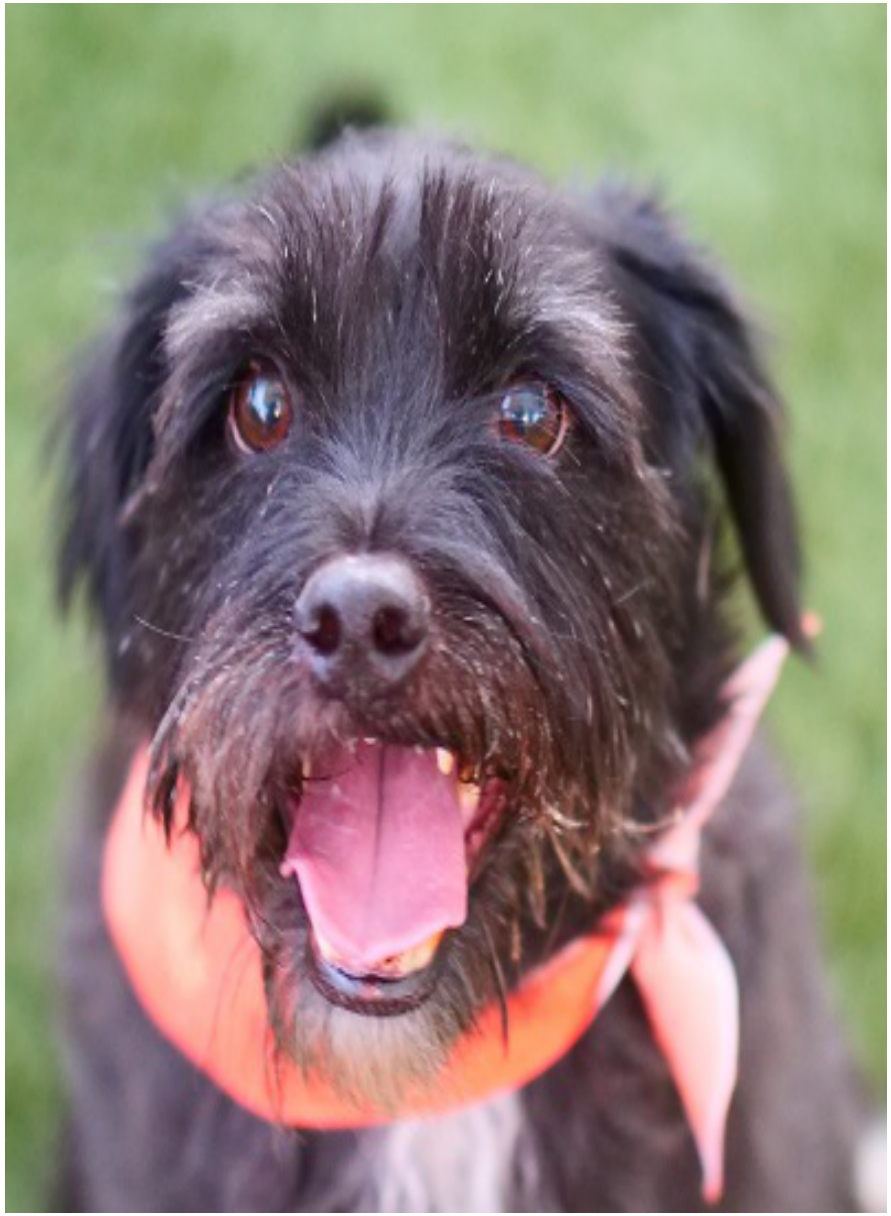
Submitted at Meeting
Date: 9/1/2021 Item: 54

WARD 2

WARD 2

Animal Foundation Pet Adoptions

WARD 2



CHAMP
ID # A1193585
Arrived: 8/15/2021

Male Neutered
Age: 8 Years
Weight: 29 lbs

Animal Foundation Pet Adoptions

WARD 2

BOLT

ID # A1174456

Arrived: 7/29/2021

Male

Age: 12 Years

Weight: 50 Lbs

Animal Foundation Pet Adoptions

WARD 2

FINNEGAN

ID # A1176668

Arrived: 8/14/2021

Male Neutered

Age: 6 Years

Weight: 13 lbs

Animal Foundation Pet Adoptions

WARD 2

PRINCE

ID # 1193503

Arrived: 8/14/2021

Male

Age 3 Years

Weight: 11 Lbs

Animal Foundation Pet Adoptions

WARD 2

Contact the Adoption Department

Phone: (702) 955-5901

Email: adoptions@animalfoundation.com

WARD 2

WARD 2 COUNCILWOMAN
VICTORIA SEAMAN
DO YOU WANT TO GET THE WORD OUT ABOUT YOUR WARD 2 BUSINESS?
Be a part of our new Small Business Saturdays and be featured on my social media channels.
CONTACT US AT
702.229.2420
WARD2@LASVEGASNEVADA.GOV

WARD 2

The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to a
Movie in the Park
Featured Movie
DOLITTLE
FREE TO THE PUBLIC
Friday | Sept. 10
6:30 p.m.
Bruce Trent Park | 8851 Vegas Drive
For more information
call 702.229.2420
cityoflasvegas
lasvegasnevada.gov
VictoriaDSeaman
TTY
7-1-1
W2-4621-08/21 SS

WARD 2

The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to a
Breakfast
BUZZ
& Ward 2 Biz
Saturday,
Sept. 11
9–10 a.m.
Rachel's Kitchen | 9691 Trailwood Dr.
Event has a limit of 30 people.
Must RSVP at Ward2@LasVegasNevada.Gov
Join us for breakfast and to discuss
the important issues in your neighborhoods,
Ward 2 and the city of Las Vegas.
For more information, call 702.229.2420
or email Ward2@LasVegasNevada.GOV
cityoflasvegas
lasvegasnevada.gov
@VictoriaDSeaman
TTY
7-1-1
Please no solicitations during this time.

WARD 2

The Las Vegas City Council and
Councilwoman Victoria Seaman
invite you to
Art in the Park
FREE ADMISSION!
Bruce Trent Park
8851 Vegas Drive
Sept. 25 | 10 a.m.–4 p.m.
Come join the celebration featuring many talented artists from the Las Vegas area displaying their original art work for you to purchase.
There will be fine food, drinks, and jazz music for all to enjoy!
For more information, call 702.229.2420
or email Ward2@LasVegasNevada.GOV
cityoflasvegas
lasvegasnevada.gov
@VictoriaDSeaman
TTY
7-1-1

WARD 2

Office Contact Information

Main Line: (702) 229-2420

Email: ward2@lasvegasnevada.gov

PLEASE FOLLOW US ON SOCIAL MEDIA AT:

@VictoriaDSeaman

@VictoriaSeaman

WARD 3

Councilwoman Olivia Díaz

WARD 3

PSA

RENTAL ASSISTANCE FOR LAS VEGAS RESIDENTS

- **Apply today at:** www.lasvegasnevada.gov/HousingAssistance
- **For eligibility questions and additional information, please call (702) 229-5935**
- **Need assistance completing your application? The following community partners can assist you in person:**
  - **Boys & Girls Club of Southern Nevada**
    Andre Agassi location
    800 N MLK Blvd
    702-403-2577
  - **The Immigrant Home Foundation**
    2900 Stewart Avenue
    702-337-2932
  - **YMCA of Southern Nevada**
    Bill & Lillie Heinrich location
    4141 Meadows Lane
    702-417-3367

WARD 3

PSA

COVID-19 TESTING AT EAST LAS VEGAS COMMUNITY CENTER

Covid Testing at ELVCC through September

East Las Vegas
Community Center

Monday-Friday
noon-6pm
Walkups Welcome!

City Council
September 1, 2021

WARD 3

Past Events

August 18th

CCSD TOWNHALL AT DESERT PINES HIGH SCHOOL

WARD 3

Past Events

August 21st

HEALTH & WELLNESS FAIR AT RANCHO HIGH SCHOOL

WARD 3

Past Events

August 21st

VEGAS TECH ALLEY MEETUP AT STINKO'S

WARD 3

Past Events

August 23rd

COVID-19 VACCINATION EVENT AT THE IMMIGRANT HOME FOUNDATION

City Council
September 1, 2021

WARD 3

Past Events

August 23rd

POPOVICH: ROAD TO HOLLYWOOD PREMIERE AT ART HOUZ THEATRE

City Council
September 1, 2021

WARD 3

Current Events

Aug. 12th - Nov. 4th

'FRUITS OF OUR LABOR' EXHIBIT AT THE HISTORIC FIFTH STREET SCHOOL

PLAN YOUR VISIT TODAY!

*GALLERY HOURS: TUE-FRI, 2-6PM

*FREE PARKING

*ON VIEW THROUGH NOVEMBER 4TH

Join us at the

MAYOR'S GALLERY

401 S. 4th Street, Las Vegas, NV

Fruits of Our Labor - Aug. 12-Nov. 4, 2021

Award-winning international artist Justin Favela brings his trademark papel picado technique to the Mayor's Gallery at the Historic Fifth Street School to kick off Hispanic Heritage Month and the Las Vegas Book Festival

WARD 3

Upcoming Events

Sept. 15th – Oct. 15th

HISPANIC HERITAGE MONTH CELEBRATIONS

September 10th at the East Las Vegas Community Center

Hispanic Heritage Month Family Kickoff, 5:30 to 8:30 p.m.

Bring the family to enjoy a variety of Hispanic crafts and activities to learn more about Hispanic Heritage Month, and watch a special screening of "Dora the Explorer."

September 18th at Gary Reese Freedom Park

Hispanic Heritage Month Festival, 10 a.m. to 6 p.m. | Welcome ceremony at noon

Enjoy live performances by *Ballet Folklorico Mexico Vivo, Escaramuza Charra Colibríes, La Sonora Dinamita, Mariachi Nuestras Raíces, Banda Desierto, Banda Zacatecana de Tony Flores*, the presentation of all Latin American flags, free health services, DJ music, and kids' activities. Food trucks will offer refreshments for sale. Health services include COVID-19 vaccinations and testing, diabetes screening, PAP and HPV screening, HPV human papilloma virus testing and vaccination, primary care, Medicaid application assistance and health education.

September 18th at the East Las Vegas Community Center

National Citizenship Day Celebration, 10 a.m. to 4 p.m.

A free citizenship clinic featuring including COVID-19 vaccinations, Deferred Action for Childhood Arrivals (DACA) renewals and citizenship application workshops.

City Council
September 1, 2021

WARD 3

Upcoming Events

September 24th

HISPANIC HERITAGE MONTH & NEA BIG READ KICKOFF

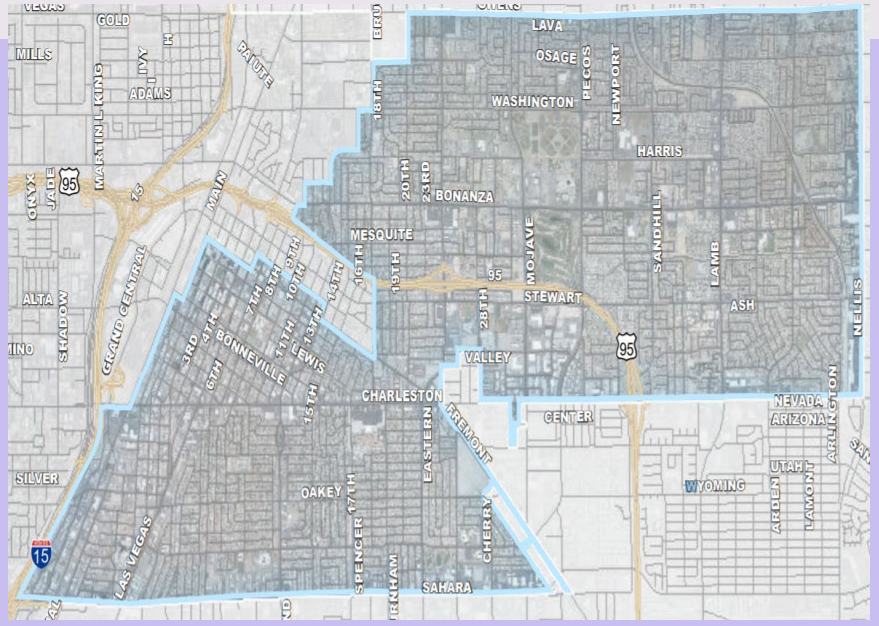
SAVE THE DATE!
SEPTEMBER 24TH, 4-7PM

NEA Big Read

Historic Fifth Street School
401 S 4th St, Las Vegas, NV 89101

Podcast Recording with Justin Favela at 7:30pm!

WARD 3



Councilwoman Olivia Díaz

ward3@lasvegasnevada.gov

@OliviaDiazLV @oliviadiazlv oliviadiazlv

City Council
September 1, 2021

Las Vegas City Councilman Brian Knudsen - Ward 1 Events

September Brews with Brian

Join us this month for our upcoming Brews with Brian Event. We'll meet to talk about neighborhood safety, updates in the ward, and much more. Interested parties can begin to RSVP at: ward1@lasvegasnevada.gov!

RSVP today: ward1@lasvegasnevada.gov.

Sep. 16th at 5:30pm-6:30pm PST

Sierra Gold North

2400 N Buffalo Dr., Ste 125

Las Vegas, NV 89128

Brian Knudsen

COUNCILMAN • WARD 1

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

The Las Vegas City Council and
COUNCILWOMAN MICHELE FIORE
invite you to a
MOVIE IN THE PARK
FREE and open to the public!
Disney
RAYA AND THE LAST DRAGON
FRIDAY, SEPT. 3 • 7 P.M.
FREE popcorn & water while supplies last
Lawn seating: bring low chairs & blankets to be more comfortable
Food trucks will be on-site
Closed captioning for the deaf and hard of hearing
Social distancing and other safety precautions will be taken.
MOVIE BEGINS AT DUSK
CENTENNIAL HILLS PARK AMPHITHEATER
7701 N. Buffalo Drive at Deer Springs Way
For more information, call 702.229.5463
cityoflasvegas
lasvegasnevada.gov
#lvward6
TTY 711
W6-4602-08-21

Northwest Area Command
First Tuesday

Auto Burglary & Theft Prevention

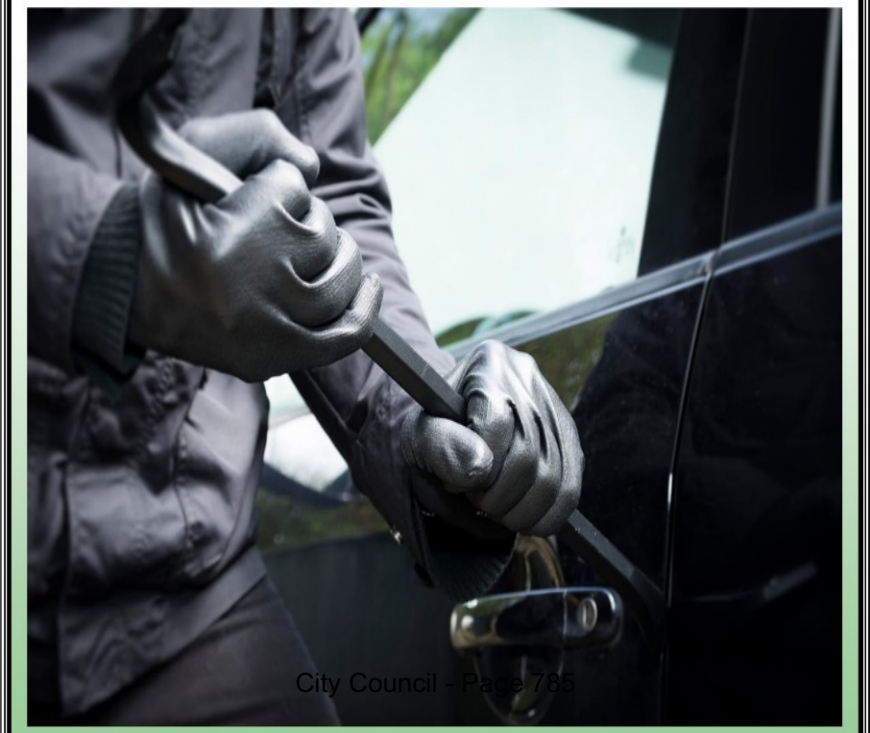
Presented by Det. Rock From VIPER Bureau

Tuesday, September 7, 2021 at 5:30 PM

LVMPD Training Academy

9880 W. Cheyenne Ave, Las Vegas, NV 89129

****DOORS OPEN AT 5:00PM****



POLICE DEPARTMENT
CITY OF NEW YORK
LAS VEGAS
TEN-13 CLUB
LAS VEGAS
NYPD
TEN - 13
CLUB
The Las Vegas City Council invites you to the
LAS VEGAS TEN-13 CLUB
MEMORIAL FOR THE
VICTIMS OF 9/11
POLICE MEMORIAL PARK
3250 Metro Academy Way
Saturday, Sept. 11 • 11 a.m.
CITY OF LAS VEGAS
NEVADA
Come and join us for the 20th anniversary memorial
for the victims of the 9/11 attack on our country.
Food and drinks will be provided while supplies last.

Remembering Hae Un Lee

Las Vegas City Council

CITY OF LAS VEGAS NEVADA

Proclamation

Whereas; It is an honor and privilege for the Mayor and the Las Vegas City Council to recognize those individuals who contribute to the betterment of our community; and

Whereas; In 1980, Hae Un Lee, a Korean immigrant, with hopes of achieving the "American Dream", took a leap of faith and moved away from his homeland with his wife and children; and

Whereas; Hae Un Lee has always had a strong commitment to his work and earned his success through perseverance and determination, opening his first liquor store in 1981. A 2,500 square foot store, in a small strip mall just 2 miles off the strip, named "A-Plaza Liquor Barn"; and

Whereas; Mr. Lee has since become an iconic Las Vegas celebrity, charming residents and tourists with his unique billboards, commercials, and flourishing business successes'; and

Whereas; Hae Un Lee has grown a small businesses from one location, with gross monthly sales topping $30,000; to now, a multi-million dollar business with over 23 locations throughout greater Las Vegas ; and

Whereas; Mr. Lee is a firm believer of giving back to the community, having started his own non-profit called "Lee's Helping Hand"; which has assisted many local charities; such as: Opportunity Village, New Vista, Low Rayo Center for Brain Health, Spread the Word Nevada, Blind Center of Nevada, and many others. ; and

Whereas; Mr. Lee's greatest inspiration is knowing that he can contribute a helping hand to the people of Las Vegas; and

Whereas; Las Vegas owes a great debt of gratitude for the positive impact Hae Un Lee and his family have provided to all Las Vegans; and

Therefore; We, the Mayor and Las Vegas City Council, do hereby proclaim Friday, August 13, 2021, the 40th anniversary of Lee's Discount Liquor, as

"Hae Un Lee Day"

In the City of Las Vegas and join the citizens of Nevada to celebrate this day by recognizing the contributions Hae Un Lee has provided and continues to provide to our community.

Mayor Carolyn G. Goodman

Mayor Pro Tem Stavros S. Anthony | Councilwoman Michele Fiore | Councilman Cedric Crear

Councilman Brian Knudsen | Councilwoman Victoria Seaman | Councilwoman Olivia Díaz

MISSING JUVENILE

Sent: 2021-08-27 @ 12:15 Case: 21080004350 Author: JH/NCS

NIC #

Last Name RAMIREZ

First Name SERENITY

Nickname

Alias

Age 15

Gender FEMALE

Height 5'1

Weight 86

Eyes BROWN

Hair BROWN

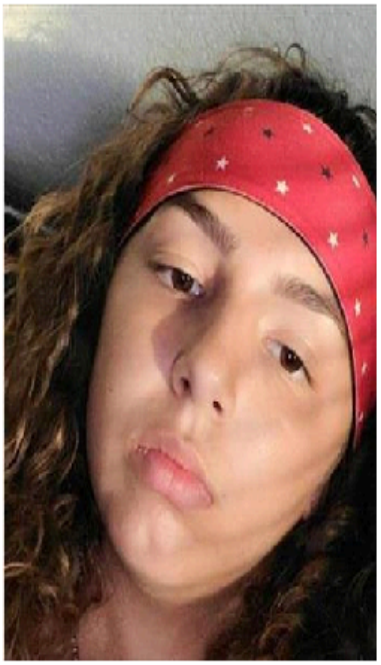
Complexion

Race HISPANIC

BirthDate

Last Contact

Marks



CHILD WAS LAST SEEN IN THE AREA OF MARYLAND PARKWAY & KAREN AVE (LAS VEGAS,NV)

IT IS UNKNOWN WHAT THE CHILD WAS LAST SEEN WEARING

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

MISSING JUVENILE

Sent: 2021-08-27 @ 12:06 Case: 210800029602 Author: JH/NCS

NIC #

Last Name WHITT

First Name ALESIA

Nickname

Alias

Age 15

Gender FEMALE

Height 5'3

Weight 160

Eyes BROWN

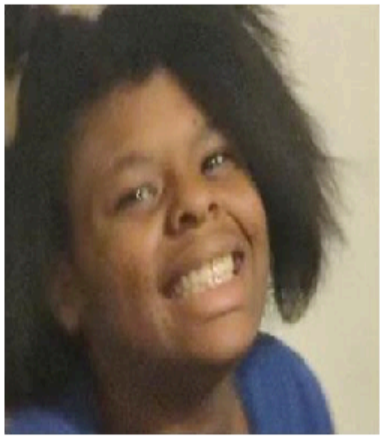
Hair BROWN

Complexion

Race

BirthDate

Last Contact 08/07/2021



Marks

CHILD WAS LAST SEEN IN THE AREA OF BOULDER HWY & INDIOS AVE (LAS VEGAS,NV)

CHILD WAS LAST SEEN WEARING PAJAMAS

IF YOU HAVE ANY INFORMATION PLEASE CONTACT THE NUMBERS LISTED BELOW

Las Vegas Metro Police (702) 828-3111
Nevada Child Seekers (702) 458-7009

Corridor of Hope

Councilwoman Michele Fiore

Email: ward6staff@lasvegasnevada.gov

Phone: 702-229-5463

WARD 4 COUNCIL ANNOUNCEMENTS

Police Memorial Park

September 11, 2021

11am-1pm

lasvegasnevada.gov

WARD 4 COUNCIL ANNOUNCEMENTS

Durango Hills Park

September 17, 2021

6:30pm

lasvegasnevada.gov